

### **ATTACHMENTS**

Ordinary Council Meeting
17 October 2018

#### **DISCLAIMER:**

The recommendations contained in this agenda are officers' recommendations only and should not be acted upon until Council has resolved to adopt those recommendations.

The resolutions of Council should be confirmed by perusing the minutes of the Council meeting at which these recommendations were considered. Resolutions are not considered final until the minutes of the meeting are confirmed or advised in writing by the CEO or authorised person.

Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Council's decision.

Please note that meetings are recorded for minute taking purposes.

# 10.4 Retrospective Application for Development Approval – Storage of Four (4) Moveable Buildings (Dongas) – Lots 22, 24, 25 & 27 Butler Street, Mogumber

File reference				
Report date	1 June 2018			
Applicant/proponent	Rebecca Kelly (Botvarkel Pty Ltd)			
Officer disclosure of interest	None			
Previous meeting references				
Prepared by	Mr. Jake Whistler, Senior Planning Officer			
Authorised by	Glenda Teede, CEO			
Attachments				
Attachment 1 Page 49	Development Plans			
Attachment 2 Page 51	Schedule of Submissions			

#### PURPOSE

Council's determination is requested for a retrospective Application for Development Approval for the storage of four (4) moveable buildings (dongas) on Lots 22, 24, 25 and 27 Butler Street, Mogumber.

#### BACKGROUND

An Application for Development Approval dated 10 March 2017 was received by Council for the development of 28 residential dwellings (transportable buildings) on Lots 7 to 34 Butler Street, Mogumber. This application was advertised for public comment however, records indicate that it did not proceed beyond advertising.

A retrospective Application for Development Approval has now been received for the 'storage' of four (4) dongas on Lots 22, 24, 25 and 27 Butler Street, Mogumber. The details of the application are contained within Attachment 1.

Lots 22, 24, 25 and 27 are zoned 'Townsite' with a Residential Coding (R-Code) of R10 under the Shire of Victoria Plains Local Planning Scheme No. 5 (LPS5) and front Butler Street, which is currently unconstructed. The management status of Butler Street is unclear with correspondence between Shire officers, Landgate and Main Road WA (MRWA) suggesting it is undedicated road reserve (unallocated Crown land). The status of Butler Street is not considered critical to the application at hand, as the proposed land use is 'storage'.

Each lot is approximately 1214m<sup>2</sup> in area with the existing four dongas positioned relatively centrally within each of the four lots.

#### COMMENT

Assessment of the application has been conducted with the following considered relevant legislation in determining the application –

- Planning and Development (Local Planning Schemes) Regulations 2015 Sch. 2, Pt. 9,
   Cl. 67 Matters to be considered;
- LPS5 Cl. 3.2 'Objectives of Zones' and Cl. 3.4 'Interpretation of the zoning table'.
- Local Planning Policy No. 1 'Moveable Buildings'.

It is noted that State Planning Policy 3.1 – 'Residential Design Codes of Western Australia' (R-Codes) is not listed as relevant legislation despite the land having an R-Code of R10. The R-Codes only apply to 'residential development' and the subject application is for the 'storage' of residential units, not their use. As such they are not regarded as 'residential development'.

In addition to the above, the following matters were raised as part of the advertising process –

- Visual impacts; and
- Appropriateness of development in the location.

All of the above matters will be addressed below.

#### Planning and Development (Local Planning Schemes) Regulations 2015

Sch. 2, Pt. 9, Cl. 67 of the *Planning and Development (Local Planning Schemes) Regulations* 2015 (Regulations) lists matters that are to be given due regard by the local government when determining an application for Development Approval. It is considered that the following listed matters are pertinent to the application and shall be given due regard. Officer's comment follows each consideration matter.

'(g) any local planning policy for the Scheme area;

The Shire of Victoria Plains Local Planning Policy No. 1 – 'Moveable Buildings' is relevant to this application, however is addressed in detail later in this report.

(m) the compatibility of the development with its setting including the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;

Lots 22, 24, 25 and 27 Butler Street are encompassed within the Mogumber settlement which consists of permanent residential buildings and the Mogumber Tavern. The proposal for the

storage of dongas is not considered compatible with the existing development as dongas are inherently temporary in nature, and are typically not presented in a manner that is commensurate with permanent residential or commercial buildings.

The below photos have been taken from the site and illustrate the external appearance of the proposed dongas.





Although dongas are noted as being 'temporary' in nature, this proposal cannot be considered a temporary development as a timeframe for their removal and use elsewhere could not be provided by the applicant when requested. As such, the application is to be determined based on the permanent placement of the structures on site and consideration to their compatibility with their setting needs to be determined accordingly.

- (n) the amenity of the locality including the following
  - (i) environmental impacts of the development;
  - (ii) the character of the locality;
  - (iii) social impacts of the development;

Understanding that the dongas are only being stored on-site and not used for residential purposes, it is considered that the development has negligible impacts on the environment.

The proposed development is however, highly visible from Bindoon-Moora Road being the main transport route into and out of Mogumber. This accentuates the importance for any development on the subject lots to be consistent with the existing character of the locality. The character of the locality is contended to be a small, rural-style settlement within a broader rural environment. The style and nature of the development is considered to be inconsistent with the character of the locality and has adverse effects on the visual amenity.

It is not believed the proposed development would have considerable social impacts other than the visual aspect of the development affecting the community's sense of place for the Mogumber settlement.

#### (y) any submissions received on the application

The submissions received have been provided in a schedule of submissions attached to this report. It is noted from the submissions received that there is an apparent level of support for the application as it is seen to encourage development within the settlement. At the same time, concerns were raised regarding the appropriateness of these structures being stored within a settlement area, particularly given the visual impacts they may have on the surrounds.

The submissions received will need to be given due regard by Council when making a determination. The schedule of submissions is contained within attachment 2 of this report.

#### <u>Local Planning Scheme No. 5 – Clause 3.4.2 'Interpretation of the Zoning Table'</u>

Table 1 – 'Zoning Table' of LPS5, provides a list of use classes and the relevant permissibilities of those use classes within each of the zones of LPS5. As the proposal is for the storage of dongas on residential lots, the primary use of the land is considered to be 'storage'. Table 1 provides a land use of 'Warehouse/Storage' which, in the absence of a definition in LPS5, is defined in the Regulations as –

'means premises including indoor or outdoor facilities used for -

- (a) the storage of goods, equipment, plant or materials; or
- (b) the display or sale by wholesale of goods.'

Further to the above, Clause 3.4.2 of LPS5 states –

'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 uses category, the local government may - ....'

It may be considered that the proposed activity of storing dongas on lots does not completely fall within, and therefore comply, with the full definition of 'Warehouse/Storage'. However, pursuant to Clause 3.4.2 of LPS5, the activity is considered to fall within the type, class or genus of the use category 'Warehouse/Storage' (being the land use category of 'best-fit' for the activity), and therefore can be considered as such.

Table 1 of LPS5 lists the use class 'Warehouse/Storage' as an 'A' within the Townsite zone. Pursuant to Clause 3.3.2 of LPS5, an 'A' means –

'the use is not permitted unless the local government has exercised its discretion by granting development approval after giving special notice in accordance with Clause 64 of the deemed provisions'.

Advertising has been conducted in accordance with Clause 64 of the deemed provisions of the Regulations. Council therefore has the discretion to approve or refuse the subject application.

#### <u>Local Planning Scheme No. 5 – Clause 3.2 – Objectives of the Zones (Townsite)</u>

Clause 3.2 of LPS5 provides the following objectives for the Townsite zone -

- To maintain a small town atmosphere.
- To allow a variety of uses necessary to service the normal functions of a small townsite.
- To provide for residential development and a range of commercial, industrial and other uses considered appropriate in small towns.

With regard to the first dot point above, the storage of dongas is not considered to assist the maintenance of a small town atmosphere due to the adverse visual impacts the development is considered to present on the locality. The dongas are considered to be commensurate with a residential development associated with an industrial or mining activity and not that of a typical and traditional Western Australian 'small town'.

With regard to the second dot point, it may be argued that providing accommodation for workers employed in the locality serves a function of the small townsite. It is reiterated however, that the application is for the storage of the dongas, and not their use for residential purposes. It is considered that the proposed development is not necessary for the normal function of the Mogumber settlement.

The third dot point indicates that commercial and industrial type uses can be deemed appropriate in small towns. The storage of dongas on the subject lots can be argued to be of an industrial/commercial nature. It can therefore be contended that the proposed development meets this objective of the Townsite zone.

#### Local Planning Policy No. 1 – Moveable Buildings

Local Planning Policy No. 1 – Moveable Buildings (LPP1) provides guidance on the appropriate use of moveable buildings within the Shire. LPP1 regards 'Donga Type' structures as a form of moveable building and as such, the following provisions of LPP1 are considered relevant to the application. Officer's comment follows each relevant provision.

- 3.1 Council Policy on Moveable Buildings
  - a) All applications for moveable buildings, as defined above, shall require the Council's Planning Consent prior to the issue of a Building Licence. Generally the Council is not in favour of the use of moveable buildings, especially in the townsite areas, however the Council will consider each application on its merits.

Lots 22, 24, 25 and 27 Butler Street, Mogumber are within the Townsite zone as defined by LPS5 however, are not within a designated 'Townsite' as defined by the Scheme map and the

Land Administration Act 1997. Furthermore, the provision notes that Council is generally not in favour of the 'use' of moveable buildings, but it is noted that the subject application is not for the 'use' of the dongas but the 'storage'.

Notwithstanding the above, it is noted that Council's general position is not supportive of moveable buildings however, will assess each application on its merits.

- 3.1 Council Policy on Moveable Buildings
  - b) The Council shall not permit the establishment, occupation or erection of donga type structures for residential purposes within a Townsite Boundary in a Scheme Zoned Area.

Similarly with provision a) above, the application does not propose to use the dongas for 'residential purposes' and again, the subject lots are not technically within a 'Townsite Boundary'.

It is considered however, that there is intent within this provision for Council to deter the establishment of dongas within their townsites, which may extend to their smaller settlements such as Mogumber.

- 3.1 Council Policy on Moveable Buildings
  - c) The Council will only permit donga type structures for uses other than residential use where it considers the use or establishment of the structure will not be in conflict with the objectives of this policy.

In conjunction with the above, the objectives of LPP1 are provided below -

- 4. Objectives of Policy
  - a) To maintain high amenity standards of buildings, especially within the residential areas in the Townsites of the Shire.
  - b) To ensure that the visual aesthetics of residential areas are not compromised by the introduction of relocated or moveable buildings that are generally out of character with the predominant housing style in the locality.
  - c) To ensure that the relocated or moveable buildings, established within the Shire, do not use materials considered by the Council to be unacceptable (e.g. asbestos).
  - d) To prevent the introduction of housing, or other use structures, that are designed to be used on a temporary or short stay basis and that may detract from the standards already established in the residential areas of the Townsites.
  - To protect the visual amenity of the urban environment by not permitting the establishment, storage or use of 'containers' within the non-industrial areas of the townsite.

Objective a) above refers to high amenity standards of buildings <u>especially</u> in residential areas in the Townsites. Although this objective places an emphasis on amenity within a Townsite, it still applies to amenity of other areas, including the Mogumber settlement. As noted previously in this report, the style and nature of the buildings proposed is considered to detract from the visual amenity of the Mogumber settlement, and therefore is not consistent with this objective.

Objective b) is considered relevant to the application with it deterring against moveable buildings compromising the visual aesthetics of residential areas due to the buildings being out of character with the predominant housing style in the locality. Butler Street is zoned appropriately for residential development and as is therefore considered a residential area. Although not heavily developed, the existing housing stock of the Mogumber settlement is that of permanent, traditional, rural style housing. The proposed donga style buildings are not considered consistent with the character of the existing housing stock and it is therefore contended that the subject application is in conflict with objective b).

Objective c) is not considered relevant as the buildings are not constructed of materials to be considered unacceptable.

Objective d) refers to the residential areas of Townsites and as explained previously in this report, the Mogumber settlement is not regarded as a Townsite. This objective is therefore not considered relevant to the application.

Objective e) refers to the use of 'containers' and therefore is not relevant to the application.

#### Summary

It is contended that the matters for consideration within the Regulations highlight the need for any development to have regard to visual amenity and compatibility with the existing development and character of the locality. Officers do not consider that the proposed dongas align with these identified criteria.

Furthermore, LPP1 provides guidance against the use of these buildings within the residential areas of the Shire, particularly if the visual aesthetics of the development are likely to compromise the amenity of the locality.

Conversely, 65.7% of the submissions received indicated that there was a level of support for the dongas to remain and that the visual aspects of the application were secondary to the proposal providing some activity/development within the settlement.

Officers consider that the 'temporary' storage of the dongas may be acceptable given that the entire southern portion of Butler Street is currently undeveloped and they would not present any perceivable impacts on any immediate neighbours. The application however (and further consultation with the applicant's consultant), did not provide an end timeframe for the storage of the dongas. The assessment and determination of the application has to be based on the <u>permanent</u> storage of the dongas on site and as such, it is recommended the application be refused.

It is further recommended that Council provide a directive to the landowner to have the four dongas removed from the subject lots within 3 months of Council's resolution.

In the instance that Council was to resolve to approve the application, it is recommended that the following conditions and advice notes apply –

1. All development shall be in accordance with the approved plans.

- 2. The approved residential units shall not be used for habitation, industrial and/or commercial purposes at any time without the prior consent of the Shire.
- 3. This approval is for the storage of one residential unit on each of Lot 22, 24, 25 and 27 Butler Street, Mogumber, only.

#### Advice Notes:

- a) Where an approval has so lapsed, no development must be carried out without the further approval of the local government having first been sought and obtained.
- b) If an applicant or owner is aggrieved by this determination there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.
- c) This approval does not constitute a building permit. Part 2, Division 1, Section 9 of the Building Act 2011 states "A person must not do building work unless a building permit is in effect for the building work". Although the structures are not being used for residential purposes, a building permit is still required for the safe storage on the properties.

#### **CONSULTATION**

Pursuant to the requirements of the LPS5 and the *Planning and Development (Local Planning Schemes) Regulations 2015* (Regulations), the application was advertised to landowners within the district that were determined to be affected by the proposal. As a result of the advertising, 35 submissions were received, 11 objecting to the proposal and 23 supporting the proposal and one (1) providing only comment.

A schedule of submissions has been provided in attachment two of this report and includes officer comment to the submissions received.

#### STATUTORY CONTEXT

Planning and Development (Local Planning Schemes) Regulations 2015 -

- Schedule 2, Part 9, Clause 67. - 'Matters to be considered by local government'

Shire of Victoria Plains Local Planning Scheme No. 5 -

- Clause 3.2 'Objectives of the zones'
- Clause 3.4 Interpretation of the zoning table'

#### **CORPORATE CONTEXT**

Shire of Victoria Plains Local Planning Policy -

No. 1 – 'Moveable Buildings'

#### STRATEGIC IMPLICATIONS

Nil

#### FINANCIAL IMPLICATIONS

An Application for Development Approval fee of \$441 has been paid by the applicant to the Shire of Victoria Plains. The fee paid was a retrospective (penalty) fee as the development had commenced prior to obtaining approval.

#### **VOTING REQUIREMENTS**

Α	bsolute	majo	ority	required	l: I	V	lO
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OFFICER RECOMMENDATION	
Moved Cr	Seconded Cr
That Council –	

- 1. Refuse the retrospective application for Development Approval for the storage of four (4) donga units on Lots 22, 24, 25 and 27 Butler Street, Mogumber for the following reasons
  - a) Pursuant to Schedule. 2, Part 9, Clause 67 of the *Planning and Development (Local Planning Schemes) Regulations 2015,* the visual aesthetics of the development will compromise the amenity of the locality and is not compatible with the existing development and character of the Mogumber settlement.
  - b) Pursuant to Clause 3.1(c) and Clause 4(b) of the Shire of Victoria Plains Local Planning Policy No. 1 'Moveable Buildings', the development is out of character with the predominant housing style in the locality and will compromise the visual aesthetics of the residential area.
- 2. Advise the landowner(s) of Lots 22, 24, 25 and 27 Butler Street, Mogumber that the four (4) existing donga units on the aforementioned lots shall be removed within three (3) months of this determination.

#### 03. COUNCIL RESOLUTION

Moved Cr Clarke

Seconded Cr Corless-Crowther

That the meeting adjourn, the time being 2.42 pm.

LOST on casting vote of presiding person

For 3 / Against 3

#### 04. COUNCIL RESOLUTION

Moved Cr Clarke

Seconded Cr Corless-Crowther

That the meeting adjourn, the time being 2.47 pm.

CARRIED on casting vote of presiding person For 3 / Against 3

#### Resumption

The meeting resumed at 3.10 pm with all members and staff present at the adjournment in attendance.

Cr King left the meeting 3.10 pm and did not return.

#### 05. COUNCIL RESOLUTION

Moved Cr Bantock

Seconded Cr Corless-Crowther

That Council -

- Approve the retrospective application for Development Approval for the storage of four (4) donga units on Lots 22, 24, 25 and 27 Butler Street, Mogumber, subject to the following conditions –
  - a) A development application for all four (4) of the existing donga units on the subject lots to be converted for a residential purpose is lodged within three (3) months of Council's determination.

#### Advice Note:

- a) On lodgement of the development application consideration will be given to each of the four (4) dongas at that time.
- b) With regards to Condition a) the applicant is advised that failure to comply with conditions 1 will render the Development Approval invalid and the existing donga units will be considered unapproved development.
- 2. Instructs the Chief Executive Officer to refer any Development Application lodged under Resolution 1, Condition a) above to Council for determination.

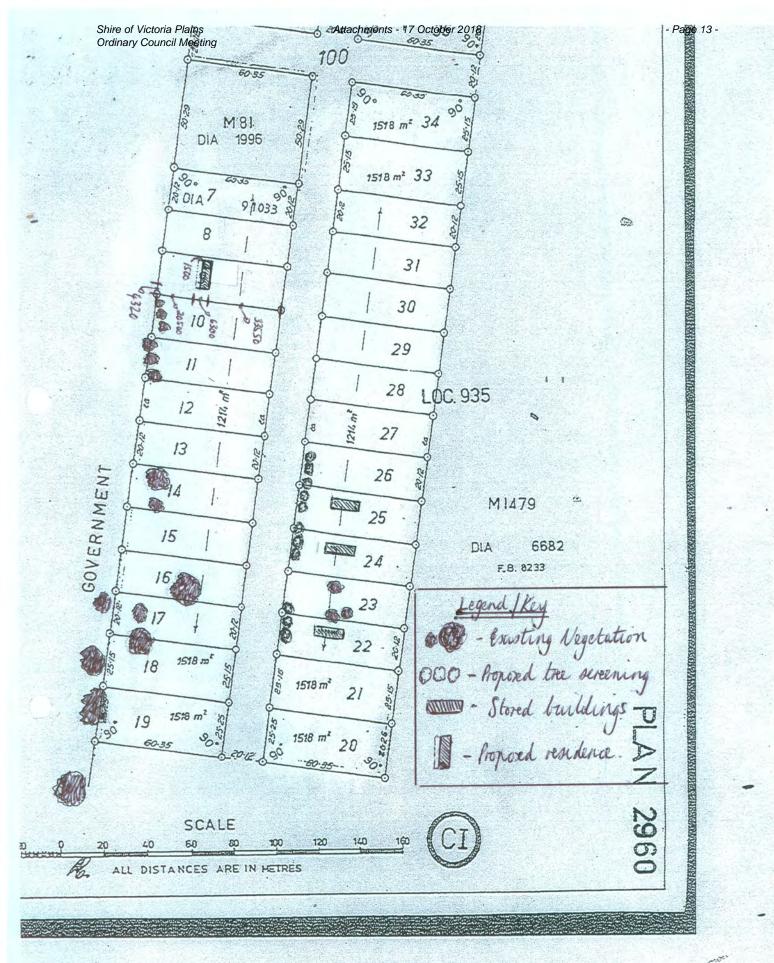
CARRIED For 5 / Against 0

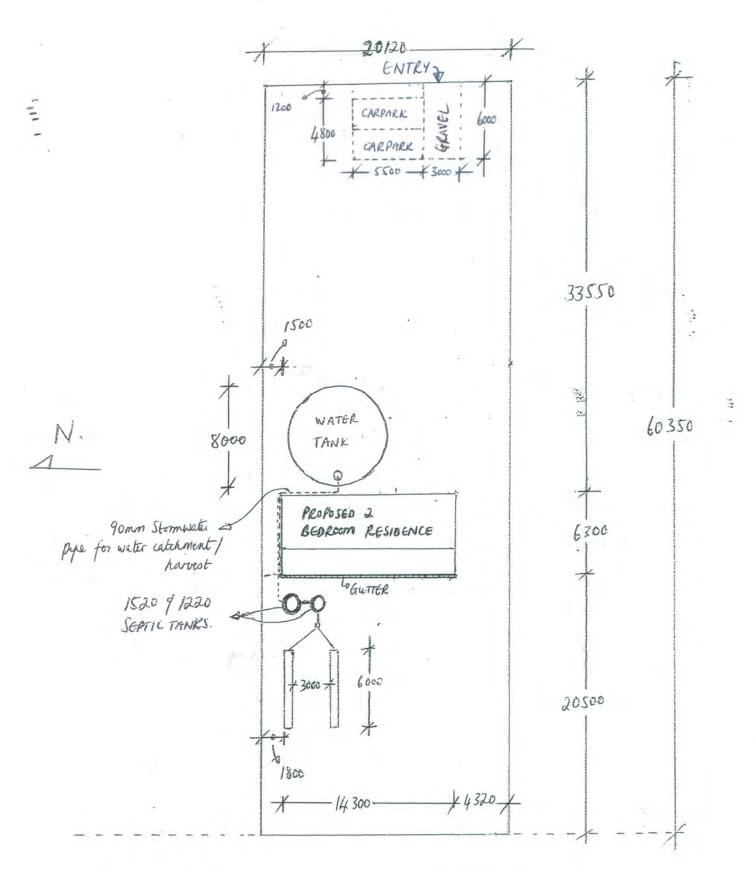
Reason for variation – to allow the proponents a period to submit a development application for the long term plans for the dongas.

Commo	nly-used abbreviations
CEO	Chief Executive Officer
MRWA	Main Roads WA

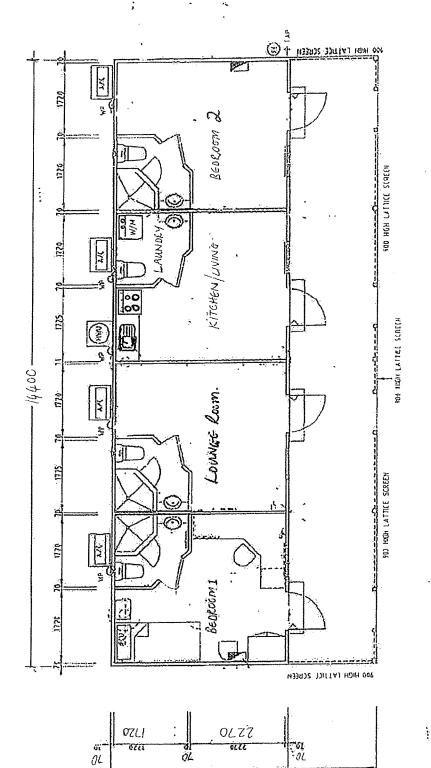
All visitors left the meeting at 4.11 pm.

The CEO left the meeting at 4.11 pm and returned at 4.12 pm



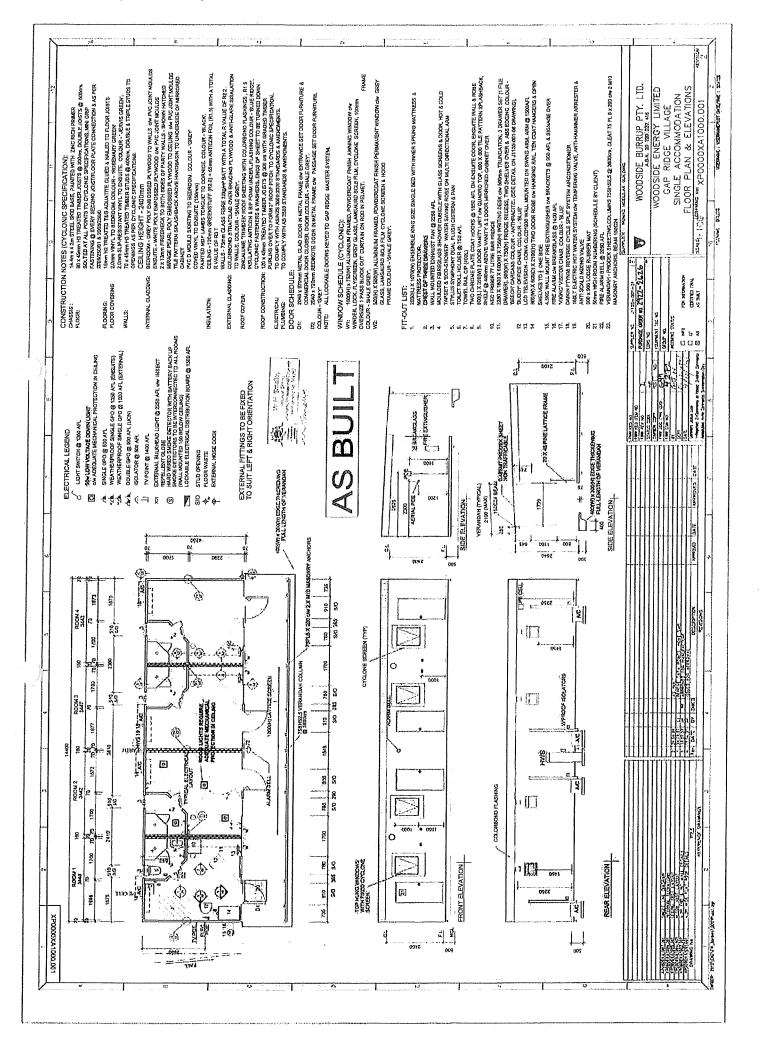


BINDOON - MOORA RD, MOGUMBER LOT 9, Scale 1: 300



FLOOR PLAN

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### LOT 9 BINDOON MOORA ROAD AND LOTS 22, 24 AND 25 BUTLER ROAD, MOGUMBER – ONGOING MAINTENANCE STATEMENT

#### <u>Purpose</u>

The purpose of this document is to outline the ongoing maintenance obligations of the landowner with regard to the proposed moveable buildings on Lot 9 Bindoon Moora Road and Lots 22, 24 and 25 Butler Road in Mogumber (subject sites).

#### Ongoing Maintenance Obligations

- The moveable buildings shall be maintained to a reasonable standard of external appearance.
- No unacceptable materials (eg. asbestos), shall be used in conjunction with the moveable buildings, or stored on the subject sites.
- Any firebreaks required under the *Bush Fires Act 1954* shall be implemented and maintained as required.
- All landscaping/tree planting provided to serve a screening function shall be maintained in good health, and replaced/replanted as required.
- The grass immediately surrounding the stored buildings shall be regularly maintained.
- Vermin and pest control will be undertaken as required.

### Ordinary Council Meeting SAT Ordered Additional Information from Applicant

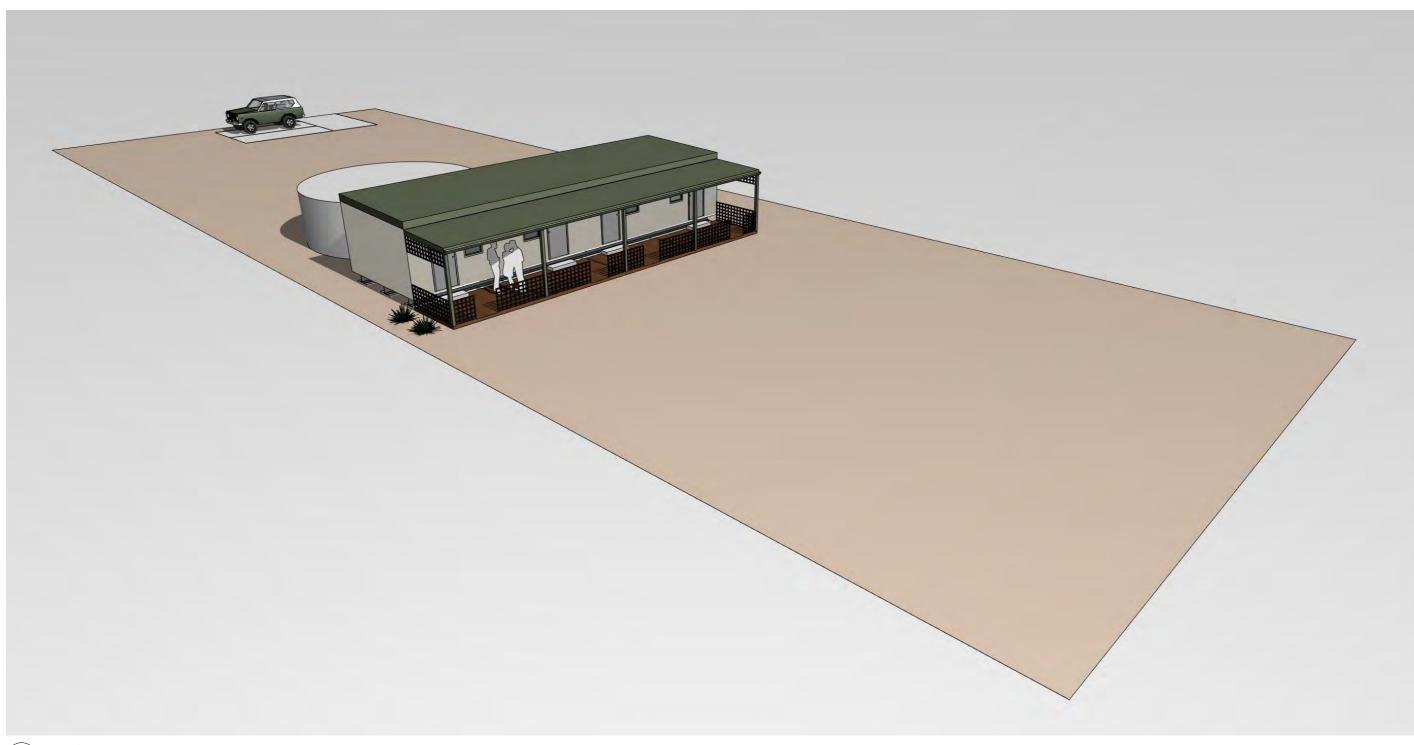
As required, the additional information is:

- As mediated, by both parties and the SAT Member, on Friday 3rd August 2018.
- Provided with the understanding that continued discussion is to occur throughout the assessment and report preparation period, prior to the report being finalised for consideration at the Council Meeting on 17th October 2018.

We submit to the Shire the below information (due 3<sup>rd</sup> September):

- Overall site plan showing the proposed placement of one building onto Lot 9 for residential/display home purposes and three buildings remaining in-situ and stored on Lots 22, 24 and 25, with a plan showing the intended landscaping screening, which will address the visual amenity concerns of the Shire.
- The enclosed Ongoing Maintenance Statement.
- Type of landscaped screening to the three buildings on Lots 22, 24 and 25:
  - Planting in the wetter months improves survival rates:
  - Species such as Bottlebrush, Mallee and Sheok (eg Casuarina Obesa) are intended;
  - Trees will need to be 2-3metres apart to allow for successful growth of the plant, and to encourage greater spread and coverage; and
  - The estimated expected height that each plant can grow to is as per below
    - Bottlebrush (between 4m and 7m)
    - Mallee (can be up to a height of 10m)
    - Sheok (up to 14m)
- The intended timing for the placement of one building onto Lot 9, weather permitting, is to be prior to the break of season in 2019 (also discussed on 3rd Aug 2018). This could be within six months of an approval by Council (expected October 17th 2018).
- The applicant looks forward to ongoing discussion and liaison with the Shire Planner, as the assessment and report to Council is progressed, so as to resolve any outstanding matters prior to the report being finalised for consideration at the Council Meeting.

Attachments - 17 October 2018 Shire of Victoria Plains Ordinary Council Meeting



WEST VIEW

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Project: 3D VIEWS

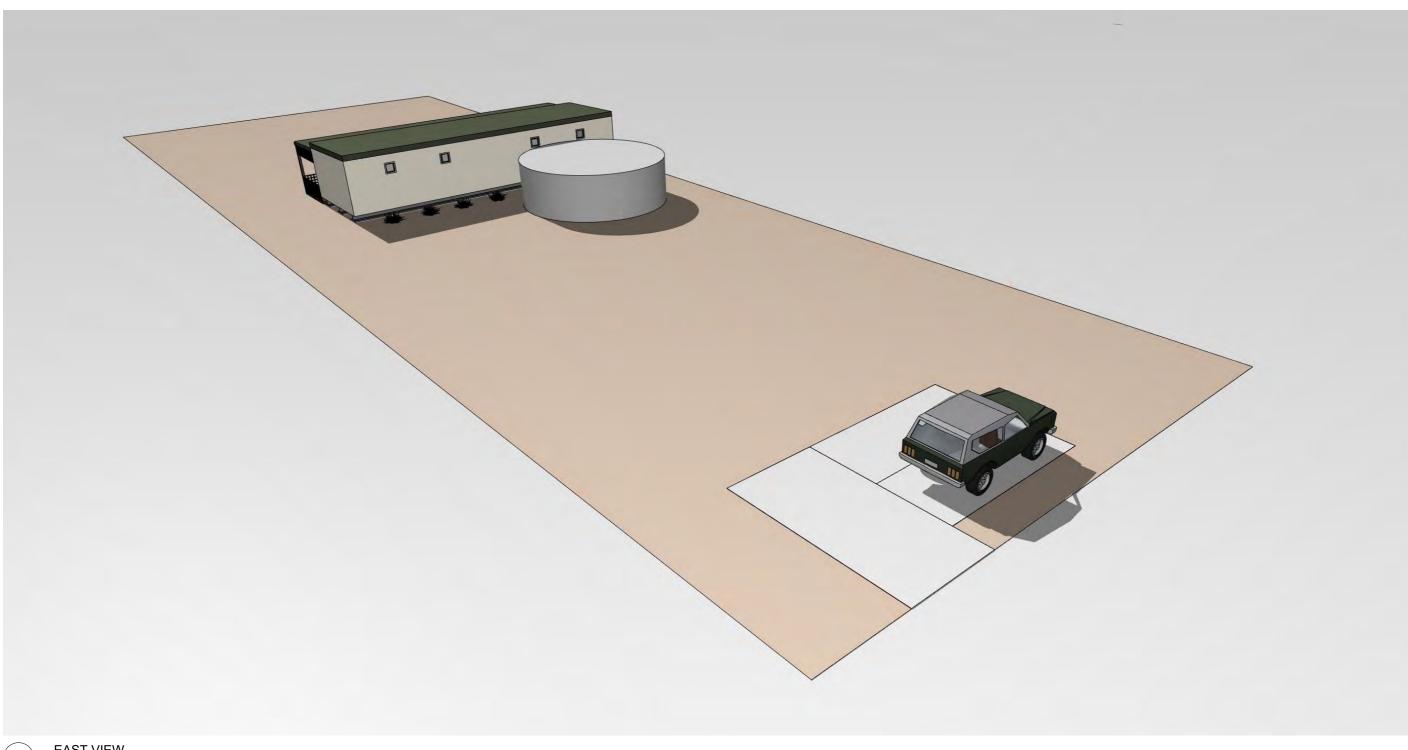
Client:

Address: LOT 9 BINDOON-MOORA ROAD MOGUMBER, WA 6506

9/10/2018 Revision: 2

Sheet Size: A3 Page 1 of 2

All dimensions and size designations are subject to verification, on-job site assessment and adjustment to fit job conditions.



EAST VIEW

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Project: 3D VIEWS

Client:

Address: LOT 9 BINDOON-MOORA ROAD

MOGUMBER, WA 6506

All dimensions and size designations are subject to verification, on-job site assessment and adjustment to fit job conditions.

9/10/2018 Revision: 2 Sheet Size: A3 Page 2 of 2

Our Ref: A1113/7BUL

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OPA36947

SHIRE OF VICTORIA PLAINS

Shire of Victoria Plains 03 OCT 2018 RECEIVED





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Dear Sir/Madam

PO BOX 21

### **RE: PRIVATE MOTOR CROSS TRAINING TRACK** LOT 7 (No. 275) BULL ROAD, WATTENING

The subject application is for the retrospective approval of one track that has been built for Motor Cross training purposes by a member of the family.

Your views on the motor cross track are encouraged and welcomed. The proposal is available for inspection at the Shire of Toodyay Administration Centre, Old Court House, 15 Fiennes Street, Toodyay, during office hours. The proposal is also available for viewing in the Shire's website at www.toodyay.wa.gov.au

Submissions on the proposed development may be addressed in writing and lodged with the Chief Executive Officer, Shire of Toodyay, PO Box 96 Toodyay 6566, by 4.00pm Wednesday, 31 October 2018.

In the event of any queries, please do not hesitate to contact the Shire Development Services department after 1pm on (08) 9574 9340.

Yours faithfully

Hugo de Vos

**PLANNING OFFICER** 

Hey all

1 October 2018

APPROX 2354.715m

Description

ISSUED FOR APPROVAL

Date Project Name
RETROSPECTIVE APPROVAL
FOR A MOTOCROSS TRACK
LOT 7 (#275) BULL ROAD, TOODYAY
FOR: B.M. & K.E. CRANE

PROPOSED SITE PLAN

		MERGENCY EXIT CROSSOVER			
			LOT 7 818 ACRES  PROPOSED SITE PLAN IS TO BE READ IN CONJUNCTION WITH THE SITE PLAN COMPETED BY A.FITZGERALD. VEEN'S DESIGN GROUP'S SITE PLAN DETAILS THE LOCATION OF THE TRACK REQUIREING RETROSPECTIVE APPROVAL ONLY		
BULL ROAD			DESIGNATED CAMP GROUND AREA		
		NTRY & EXIT CROSSOVER			
		DESIGNATED CAMP GROUND AREA			
			APPROX 2364.966m	 —	· - — - — - — - — -

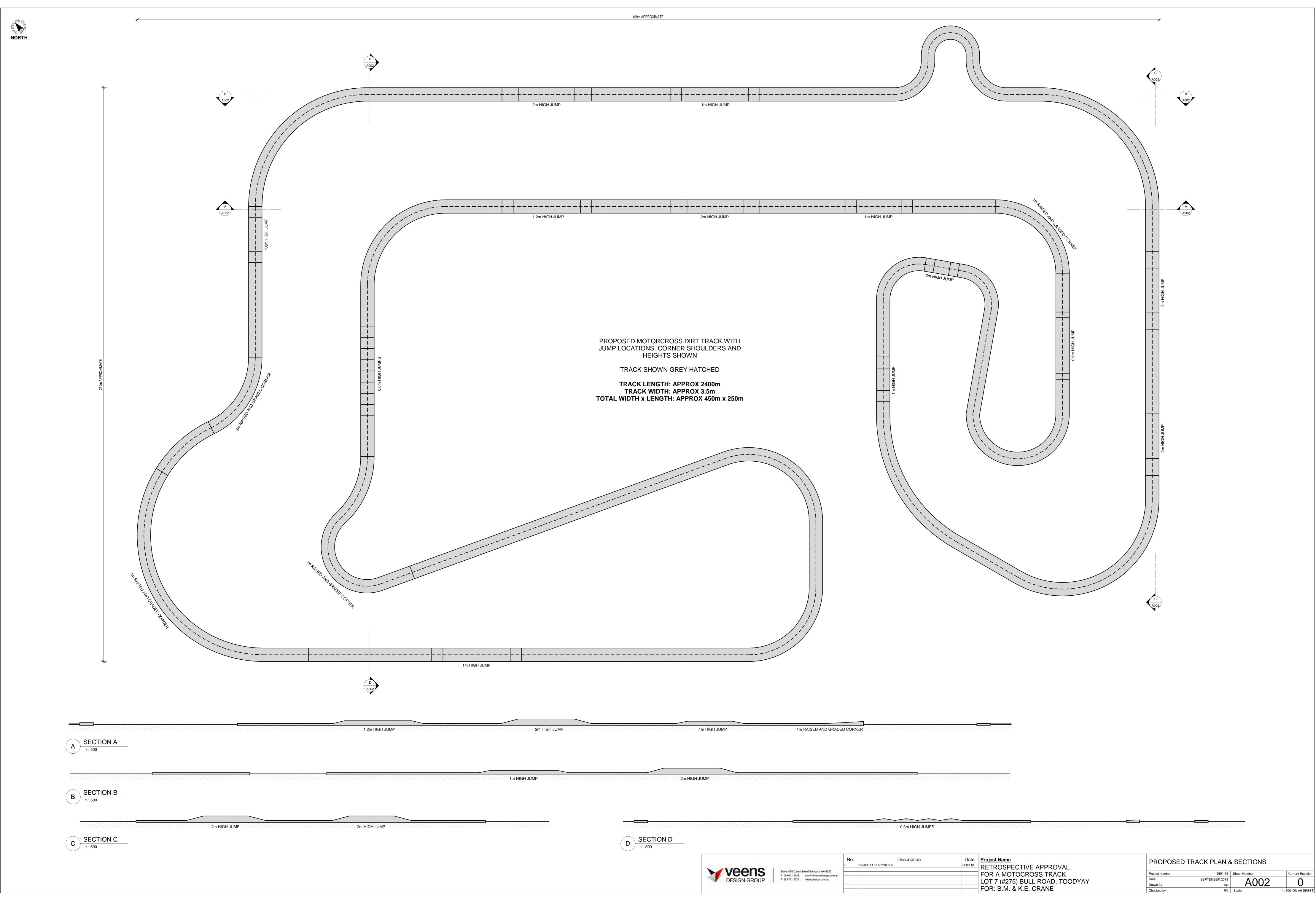
Shire of Victoria Plains Ordinary Council Meeting

PROPOSED SITE PLAN

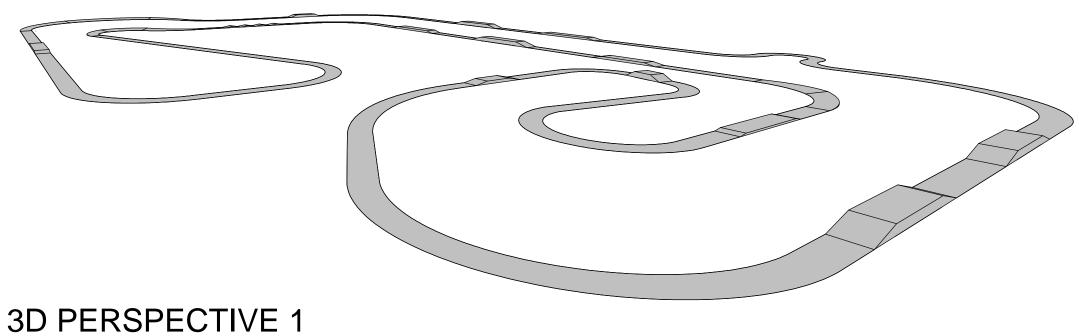
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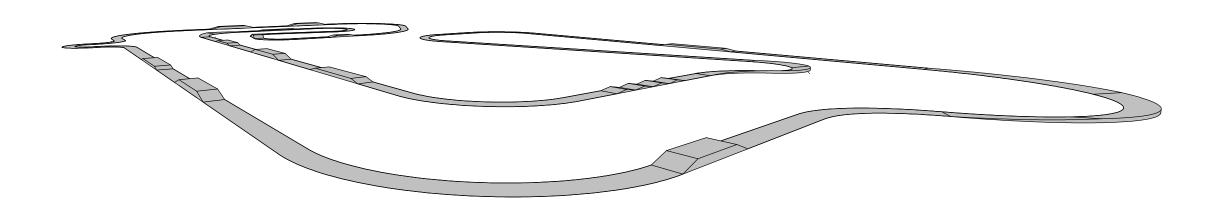
Attachments - 17 October 2018

Shire of Victoria Plains
Ordinary Council Meeting



Shire of Victoria Plains Ordinary Council Meeting Attachments - 17 October 2018 - Page 24 -





### 3D PERSPECTIVE 2







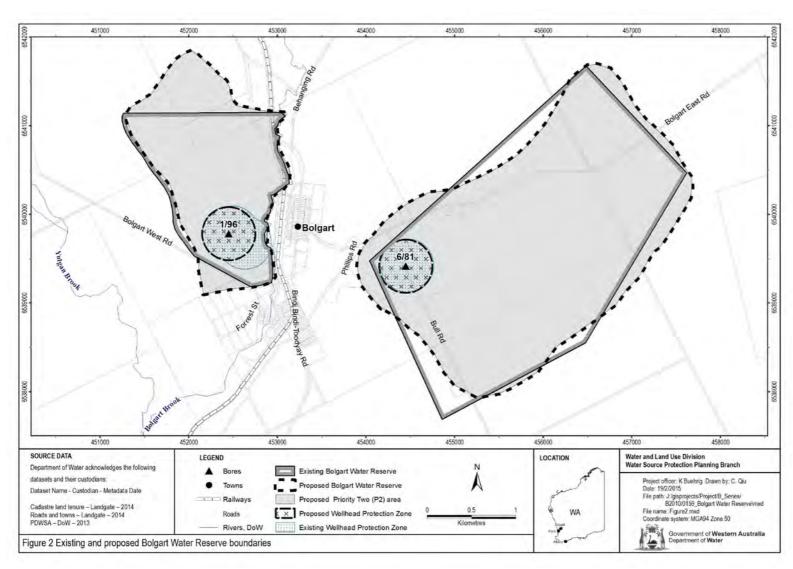


Figure A2 Bolgart Water Reserve existing and proposed boundaries

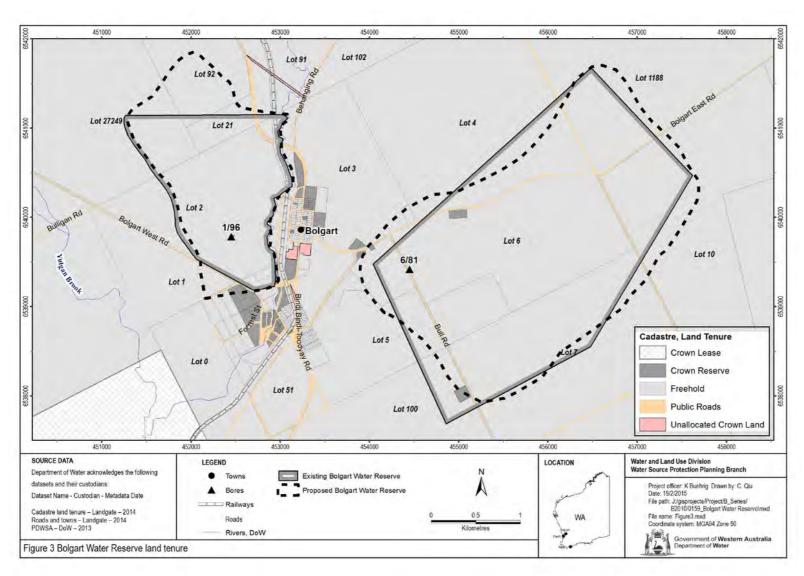


Figure A3 Bolgart Water Reserve land tenure

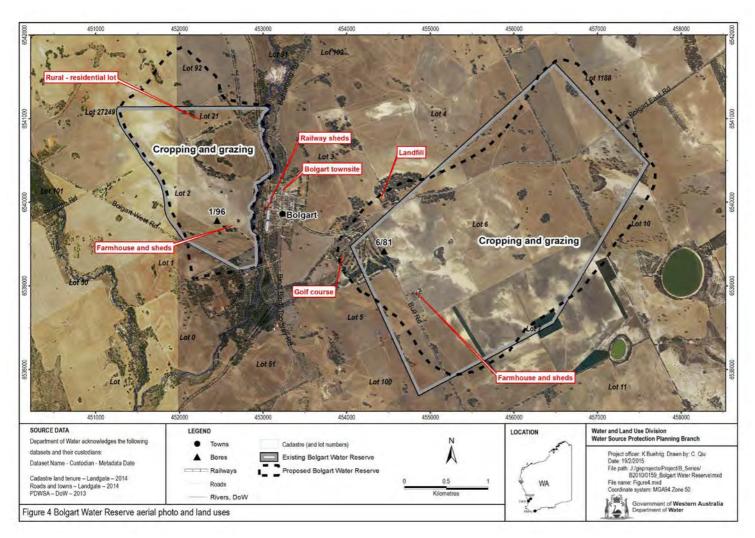


Figure A4 Bolgart Water Reserve aerial photo and land uses



#### **SHIRE OF VICTORIA PLAINS**

### MONTHLY FINANCIAL REPORT

## (Containing the Statement of Financial Activity) For the Period Ended 30 September 2018

#### **LOCAL GOVERNMENT ACT 1995**

#### LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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#### SHIRE OF VICTORIA PLAINS Information Summary For the Period Ended 30 September 2018

#### **Key Information**

#### **Report Purpose**

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

#### Overview

Summary reports and graphical progressive graphs are provided on pages 2 - 3.

#### Statement of Financial Activity by reporting program

Is presented on page 6 and shows a surplus as at 30 September 2018 of \$2,407,149.

#### **Items of Significance**

The material variance adopted by the Shire of Somewhere for the 2018/19 year is \$10,000 or 10%. A full listing and explanation of all items considered of significant/material variance is disclosed in Note 2.

	% Collected					
	/	Annual				
	Completed	Budget	١	TD Budget	Υ	TD Actual
Significant Projects						
Toodyay-Bindi Bindi Road 2017-18	0%	\$ 637,410	\$	-	\$	-
Moore River Bridge Repairs (2017-18)	0%	\$ 445,942	\$	-	\$	-
Yerecoin SE Road (2018-19)	16%	\$ 174,020	\$	-	\$	27,835
AG Lime Roads Project Development & Management	114%	\$ 85,703	\$	85,703	\$	97,391
AG Lime - Calingiri / New Norcia Road	2%	\$ 1,030,000	\$	92,700	\$	23,211
AG Lime - Mogumber West Rd	0%	\$ 525,000	\$	31,500	\$	-
AG Lime - Calingiri / Goomalling Road	0%	\$ 420,000	\$	-	\$	-
Grants, Subsidies and Contributions						
Operating Grants, Subsidies and Contributions	23%	\$ 598,487	\$	193,017	\$	139,924
Non-operating Grants, Subsidies and Contributions	11%	\$ 3,135,051	\$	783,762	\$	352,904
	13%	\$ 3,733,538	\$	976,779	\$	492,828
Rates Levied	101%	\$ 2,517,266	\$	2,517,266	\$	2,531,500

<sup>%</sup> Compares current ytd actuals to annual budget

		Prior Year 30			urrent Year	
		September			September	
Financial Position			2017	2018		
Adjusted Net Current Assets	124%	\$	1,938,978	\$	2,407,149	
Cash and Equivalent - Unrestricted	125%	\$	1,394,967	\$	1,747,554	
Cash and Equivalent - Restricted	74%	\$	725,457	\$	537,270	
Receivables - Rates	103%	\$	618,893	\$	638,465	
Receivables - Other	157%	\$	119,207	\$	187,232	
Payables	119%	\$	78,644	\$	93,329	

<sup>%</sup> Compares current ytd actuals to prior year actuals at the same time

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

#### **Preparation**

Prepared by:

Reviewed by:

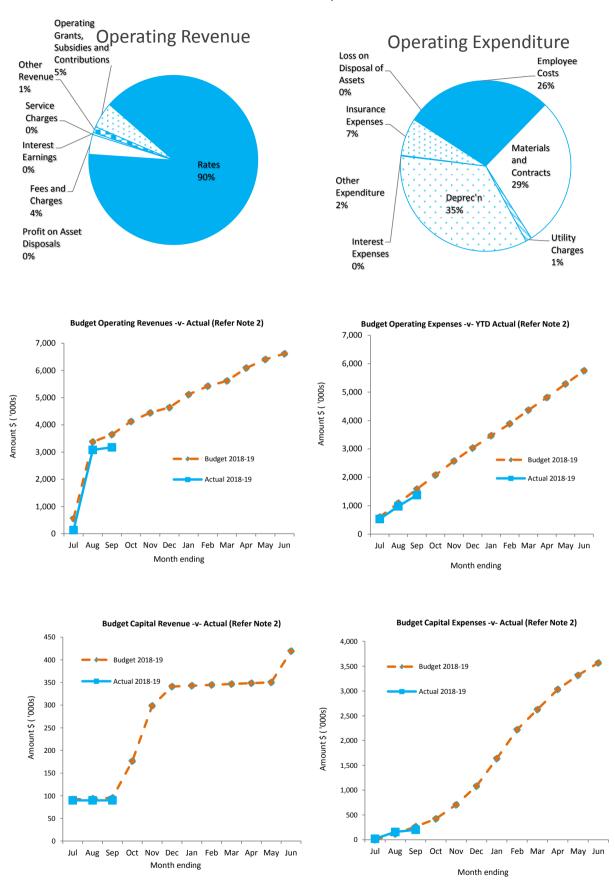
Date prepared:

Bob Waddell (Local Government Consultant)

Bob Waddell (Local Government Consultant)

10-Oct-18

#### SHIRE OF VICTORIA PLAINS Information Summary For the Period Ended 30 September 2018



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

#### SHIRE OF VICTORIA PLAINS STATEMENT OF FINANCIAL ACTIVITY (Statutory Reporting Program) For the Period Ended 30 September 2018

			Amondod						
		Adopted	Amended Annual	Amended YTD	YTD	Var. \$	Var. %	Var.	Significant Var.
		Annual	Budget	Budget	Actual	(b)-(a)	(b)-(a)/(a)		var. S
	Note	Budget	(d)	(a)	(b)				
		\$	\$	\$	\$	\$	%		
Opening Funding Surplus(Deficit)	3	335,505	239,126	239,126	239,126	0	0%		
Revenue from operating activities									
Governance		5,724	5,724	1,299	976	(323)	(25%)	•	
General Purpose Funding - Rates	9	2,517,266	2,517,266	2,517,266	2,531,500	14,234		<b>A</b>	
General Purpose Funding - Other		515,497	515,497	128,863	153,288	24,425		<b>A</b>	s
Law, Order and Public Safety		65,691	65,691	3,087	4,941	1,854		<b>A</b>	
Health		5,638	5,638	1,407	871	(536)	(38%)	•	
Education and Welfare		5,000	5,000	1,248	637	(611)	(49%)	•	
Housing		91,243	91,243	22,386	22,713	327	1%	<b>A</b>	
Community Amenities		83,301	83,301	73,925	72,277	(1,648)	(2%)	$\blacksquare$	
Recreation and Culture		43,080	43,080	17,889	18,140	251	1%	_	
Transport		83,426	83,426	77,708	879	(76,829)	(99%)	$\blacksquare$	S
Economic Services		33,887	33,887	8,463	8,806	343	4%	<b>A</b>	
Other Property and Services		31,855	31,855	7,959	7,383	(576)	(7%)	▼	
		3,481,608	3,481,608	2,861,500	2,822,411				
Expenditure from operating activities		(=======)	(=======)	(004.005)	(				
Governance		(505,006)	(505,006)	(224,096)	(137,316)	86,780			S
General Purpose Funding		(348,880)	(348,880)	(87,213)	(85,147)	2,066			
Law, Order and Public Safety		(296,833)	(296,833)	(79,410)	(90,353)	(10,943)			S
Health		(144,599)	(144,599)	(36,138)	(37,218)	(1,080)			
Education and Welfare		(104,687)	(104,687)	(30,966)	(23,453)	7,513			
Housing		(226,694)	(226,694)	(66,218)	(55,627)	10,591			S
Community Amenities		(445,706)	(445,706)	(106,966)	(139,270)	(32,304)		<b>Y</b>	S
Recreation and Culture Transport		(514,421)	(514,421)	(131,005)	(127,655)	3,350			s
Economic Services		(2,964,012) (194,483)	(2,964,012) (194,483)	(741,183) (49,060)	(599,251) (46,526)	141,932 2,534			3
Other Property and Services		(10,000)	(10,000)	(33,835)	(32,823)	1,012			
Other Property and Services		(5,755,321)	(5,755,321)	(1,586,090)	(1,374,639)	1,012	370		
Operating activities excluded from budget		(0),00,022)	(0),00,022,	(=,555,555)	(2,07.1,000)				
Add back Depreciation		1,869,194	1,869,194	467,286	477,269	9,983	2%	•	
Adjust (Profit)/Loss on Asset Disposal	8	46,686	46,686	11,673	0	(11,673)		•	s
Movement in Leave Reserve (Added Back)		0	0	0	0	0			
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0			
Movement in Employee Benefit Provisions		0	0	0	0	0			
Rounding Adjustments		0	0	0	0	0			
Loss on Asset Revaluation		0	0	0	0	0			
Adjustment in Fixed Assets		0	0	0	0	0	ı		
Amount attributable to operating activities		(357,833)	(357,833)	1,754,369	1,925,041				
Investing Activities									
Non approxima Cranto Subsidies and Containetin	11	2 125 051	2 125 051	702 762	252.004	/400 05		_	_
Non-operating Grants, Subsidies and Contributions	11	3,135,051	3,135,051	783,762	352,904	(430,858)		▼	S
Proceeds from Disposal of Assets Land Held for Resale	8	214,500	214,500	0	0	0			
	13 13	0 (100,795)	0 (100,795)	(32,382)	(33,383)	(1.001)		_	
Land and Buildings Construction other than Buildings		(100,793)	(100,793)	(32,382)	(33,383)	(1,001)	(3%)	•	
Plant and Equipment	13 13	(30,000)	(30,000)	0	0	0			
Motor Vehicles	13	(30,000)	(30,000)	0	0	0			
Furniture and Equipment	13	(57,220)	(57,220)	(12,500)	(3,693)	8,807			
Infrastructure Assets - Roads	13	(3,318,075)	(3,318,075)	(209,903)	(152,370)	57,533			s
Infrastructure Assets - Footpaths	13	0	0	0	0	0			_
Infrastructure Assets - Other	13	0	0	0	0	0			
Amount attributable to investing activities		(156,539)	(156,539)	528,977	163,458			•	
Financing Actvities									
Proceeds from New Debentures		0	0	0	0	0			
Proceeds from Advances		0	0	0	0	0			
Self-Supporting Loan Principal		16,815	16,815	0	0	0			
Transfer from Reserves	7	204,880	204,880	95,565	90,000	(5,565)	6%	•	
Advances to Community Groups		0	0	0	0	0			
Repayment of Debentures	10	(61,335)	(61,335)	(8,103)	(8,053)	50	1%	<b>A</b>	
Transfer to Reserves	7	0	0	0	(2,423)	(2,423)		•	
Amount attributable to financing activities		160,360	160,360	87,462	79,524				
Closing Funding Surplus(Deficit)	3	(18,507)	(114,885)	2,609,934	2,407,149				

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

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

#### Attachments - 17 October 2018

#### SHIRE OF VICTORIA PLAINS STATEMENT OF FINANCIAL ACTIVITY (By Nature or Type) For the Period Ended 30 September 2018

Opening Funding Surplus (Deficit)	Note	Adopted Annual	Amended Annual	Amended YTD Budget	YTD Actual	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.	Significan Var.
Opening Funding Surplus (Deficit)	Note	Annual				-			Var.
Opening Funding Surplus (Deficit)	Note		Annual	Budget	Actual	(b)-(a)	(b)-(a)/(a)	A -	
Opening Funding Surplus (Deficit)	Note	Donal mark				, ,	(-) (-) (-)		S
Opening Funding Surplus (Deficit)		Budget	Budget	(a)	(b)				
Opening Funding Surplus (Deficit)		\$	\$	\$	\$	\$	%		
	3	335,505	239,126	239,126	239,126	0	0%		
Revenue from operating activities									
Rates	9	2,517,266	2,517,266	2,517,266	2,531,500	14,234	1%	_	
Operating Grants, Subsidies and									
Contributions	11	598,487	598,487	193,017	139,924	(53,093)	(28%)	•	S
Fees and Charges		219,775	219,775	106,639	107,272	633	1%	_	
Service Charges		0	0	0	0	0			
Interest Earnings		52,036	52,036	10,005	11,121	1,116	11%	_	
Other Revenue		92,130	92,130	34,096	32,593	(1,503)	(4%)	•	
Profit on Disposal of Assets	8	1,914	1,914	477	0	(477)	(100%)	•	
•		3,481,608	3,481,608	2,861,500	2,822,411				
Expenditure from operating activities									
Employee Costs		(1,573,068)	(1,573,068)	(398,391)	(355,864)	42,527	11%	_	S
Materials and Contracts		(1,862,534)	(1,862,534)	(524,721)	(395,086)	129,635	25%	_	S
Utility Charges		(99,802)	(99,802)	(24,908)	(15,843)	9,065	36%	<b>A</b>	
Depreciation on Non-Current Assets		(1,869,194)	(1,869,194)	(467,286)	(477,269)	(9,983)	(2%)	•	
Interest Expenses		(23,121)	(23,121)	(1,176)	(1,885)	(709)	(60%)	·	
Insurance Expenses		(127,161)	(127,161)	(102,466)	(98,048)	4,418	4%	<u> </u>	
Other Expenditure		(151,841)	(151,841)	(54,992)	(30,644)	24,348	44%		s
Loss on Disposal of Assets	8	(48,600)	(48,600)	(12,150)	(30,044)	12,150	100%		S
Loss FV Valuation of Assets	0	(48,000)	(48,000)	(12,130)	0	12,150			3
LOSS FV Valuation of Assets		(5,755,321)	(5,755,321)	(1,586,090)	(1,374,639)	Ü			
		(3,733,321)	(3,733,321)	(1,380,030)	(1,374,039)				
Operating activities excluded from budget									
Add back Depreciation		1,869,194	1,869,194	467,286	477,269	0.002	20/		
•	8				477,209	9,983	2%	-	_
Adjust (Profit)/Loss on Asset Disposal	٥	46,686 0	46,686	11,673 0	0	(11,673)	(100%)	•	S
Movement in Leave Reserve (Added Back)			0			0			
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0			
Movement in Employee Benefit Provisions		0	0	0	0	0			
Rounding Adjustments		0	0	0	0	0			
Loss on Asset Revaluation		0	0	0	0	0			
Adjustment in Fixed Assets		0	0	0	0	0			
Amount attributable to operating activitie	S	(357,833)	(357,833)	1,754,369	1,925,041				
Investing activities									
Investing activities									
Non-Operating Grants, Subsidies and	44	2 425 054	2 425 054	702 762	252.004		,··	_	_
Contributions	11	3,135,051	3,135,051	783,762	352,904	(430,858)	(55%)	•	S
Proceeds from Disposal of Assets	8	214,500	214,500	0	0	0			
Land Held for Resale	13	0	0	0	0	0			
Land and Buildings	13	(100,795)	(100,795)	(32,382)	(33,383)	(1,001)	(3%)	•	
Construction other than Buildings	13	0	0	0	0	0			
Plant and Equipment	13	(30,000)	(30,000)	0	0	0			
Motor Vehicles	13	0	0	0	0	0			
Furniture and Equipment	13	(57,220)	(57,220)	(12,500)	(3,693)	8,807	70%	<b>A</b>	
Infrastructure Assets - Roads	13	(3,318,075)	(3,318,075)	(209,903)	(152,370)	57,533	27%	<b>A</b>	S
Infrastructure Assets - Footpaths	13	0	0	0	0	0			
Infrastructure Assets - Other	13	0	0	0	0	0			
Amount attributable to investing activitie	s	(156,539)	(156,539)	528,977	163,458				
Financing Activities									
Proceeds from New Debentures		0	0	0	0	0			
Proceeds from Advances		0	0	0	0	0			
Self-Supporting Loan Principal		16,815	16,815	0	0	0			
Transfer from Reserves	7	204,880	204,880	95,565	90,000	(5,565)	(6%)	$\blacksquare$	
Advances to Community Groups		0	0	0	0	0			
	10	(61,335)	(61,335)	(8,103)	(8,053)	50	1%	<b>A</b>	
Repayment of Debentures	_	0	0	0	(2,423)	(2,423)		_	
Repayment of Debentures Transfer to Reserves	7	U	U	0	(2,723)	(2,723)			
		160,360	160,360	87,462	79,524	(2,423)		·	
Transfer to Reserves						(2,423)		·	

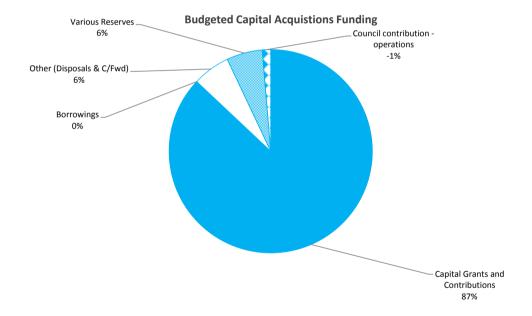
<sup>▲▼</sup> Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

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

## SHIRE OF VICTORIA PLAINS STATEMENT OF CAPITAL ACQUSITIONS AND CAPITAL FUNDING For the Period Ended 30 September 2018

#### **Capital Acquisitions**

		YTD Actual New	YTD Actual (Renewal	Amended	Amended Annual	Adopted Annual	YTD Actual	
	Note	/Upgrade (a)	Expenditure) (b)	YTD Budget (d)	Budget	Budget	Total (c) = (a)+(b)	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$	\$
Land Held for Resale	13	0	0	0	0	0	0	0
Land and Buildings	13	0	33,383	32,382	100,795	100,795	33,383	1,001
Construction other than Buildings	13	0	0	0	0	0	0	0
Plant and Equipment	13	0	0	0	30,000	30,000	0	0
Motor Vehicles	13	0	0	0	0	0	0	0
Furniture and Equipment	13	0	3,693	12,500	57,220	57,220	3,693	(8,807)
Infrastructure Assets - Roads	13	0	152,370	209,903	3,318,075	3,318,075	152,370	(57,533)
Infrastructure Assets - Footpaths	13	0	0	0	0	0	0	0
Infrastructure Assets - Other	13	0	0	0	0	0	0	0
Capital Expenditure Totals		0	189,446	254,785	3,506,090	3,506,090	189,446	(65,339)
Capital acquisitions funded by:								
Capital Grants and Contributions				783,762	3,135,051	3,135,051	352,904	
Borrowings				0	0	0	0	
Other (Disposals & C/Fwd)				0	214,500	214,500	0	
Council contribution - Cash Backed Reserve	es							
Various Reserves				95,565	204,880		90,000	
Council contribution - operations				(624,542)	(48,341)		(253,458)	
Capital Funding Total				254,785	3,506,090		189,446	



#### Attachments - 17 October 2018

## SHIRE OF VICTORIA PLAINS NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY For the Period Ended 30 September 2018

#### **Note 1: Significant Accounting Policies**

#### (a) Basis of Accounting

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

#### **Critical Accounting Estimates**

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

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

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

#### (c) Rounding Off Figures

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

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

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

#### (e) Goods and Services Tax

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

#### (f) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

#### (g) Trade and Other Receivables

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

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

#### (h) Inventories

#### General

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

#### Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed. Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point. Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

#### (i) Fixed Assets

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

Years

20 years

100 years

75 years

# Attachments - 17 October 2018

# SHIRE OF VICTORIA PLAINS NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY For the Period Ended 30 September 2018

# **Note 1: Significant Accounting Policies**

# (j) Depreciation of Non-Current Assets

Asset

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

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

Buildings	30 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Sealed roads and streets	
formation	not depreciated
pavement	50 years
seal	
bituminous seals	20 years
asphalt surfaces	25 years
Gravel Roads	
formation	not depreciated
pavement	50 years
Formed roads (unsealed)	
formation	not depreciated
pavement	50 years

### (k) Trade and Other Pavables

Footpaths - slab Sewerage piping

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

# (I) Employee Benefits

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

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

Water supply piping and drainage systems

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

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

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

# (m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

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

# **Borrowing Costs**

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

# (n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

# Attachments - 17 October 2018 SHIRE OF VICTORIA PLAINS

# NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY For the Period Ended 30 September 2018

# Note 1: Significant Accounting Policies

# (o) Current and Non-Current Classification

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

# (p) Nature or Type Classifications

## Rates

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

# **Operating Grants, Subsidies and Contributions**

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

# Non-Operating Grants, Subsidies and Contributions

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

# Profit on Asset Disposal

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

# **Fees and Charges**

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

### **Service Charges**

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

# **Interest Earnings**

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

# Other Revenue / Income

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

# **Employee Costs**

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

# **Materials and Contracts**

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

# Utilities (Gas, Electricity, Water, etc.)

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

# Insurance

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

# Loss on asset disposal

Loss on the disposal of fixed assets.

# Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

# Interest expenses

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

# Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

Attachments - 17 October 2018

# Note 1: Significant Accounting Policies

# (r) Program Classifications (Function/Activity)

City/Town/Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

# GOVERNANCE

# Objective:

To provide a decision making process for the efficient allocation of scarce resources.

### Activities:

Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific council services.

# GENERAL PURPOSE FUNDING

# Objective:

To collect revenue to allow for the provision of services.

# **Activities:**

Rates, general purpose government grants and interest revenue.

# LAW, ORDER, PUBLIC SAFETY

# Objective:

To provide services to help ensure a safer and environmentally conscious community.

### **Activities:**

Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.

# HEALTH

# Objective:

To provide an operational framework for environmental and community health.

### Activities:

Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.

# **EDUCATION AND WELFARE**

### Objective:

To provide services to disadvantaged persons, the elderly, children and youth.

# **Activities:**

Maintenance of child minding centre, playgroup centre, senior citizen centre and aged care centre. Provision and maintenance of home and community care programs and youth services.

# HOUSING

# Objective:

To provide and maintain elderly residents housing.

# Activities:

Provision and maintenance of elderly residents housing.

# **COMMUNITY AMENITIES**

# Objective:

To provide services required by the community.

# Activities

Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning schemes, cemetery and public conveniences.

# RECREATION AND CULTURE

# Objective:

To establish and effectively manage infrastructure and resource which will help the social well being of the community.

# Activities

Maintenance of public halls, civic centres, aquatic centre, beaches, recreation centres and various sporting facilities. Provision and maintenance of parks, gardens and playgrounds. Operation of library, museum and other cultural facilities.

# TRANSPORT

# Objective:

To provide safe, effective and efficient transport services to the community.

# Activities:

Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.

# **ECONOMIC SERVICES**

# Objective:

To help promote the shire and its economic wellbeing.

# Activities

Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and standpipes. Building Control.

# OTHER PROPERTY AND SERVICES

# Objective:

To monitor and control Shire's overheads operating accounts.

# **Activities**:

Private works operation, plant repair and operation costs and engineering operation costs.

# Note 2: Explanation of Significant/Material Variances

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.

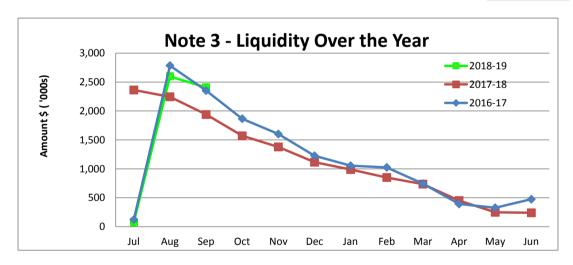
The material variance adopted by Council for the 2018/19 year is \$10,000 and 10%.

Reporting Program	Var. \$	Var. %	Var.	Significant Var. S	Timing/ Permanent	Explanation of Variance
Revenue from operating activities	\$	%				
General Purpose Funding - Other	24,425	19%	_	S	Permanent	YTD FAG's are in excess of budget.
Transport	(76,829)	(99%)	•	S	Timing	MRWA direct road grant yet to be received. NB: We have been notified that our full allocation will be reinstated in 18/19. We have budgted for a reduced allocation based on what happened in 17/18. This will result in additional funds of approximatley \$40k being received in 18/19.
Expenditure from operating activities						
Governance	86,780	39%	<b>A</b>	S	Timing	Phasing of YTD Budgeted of expenditure creating variance to YTD Actual figures.
Law, Order and Public Safety	(10,943)	(14%)	•	S	Timing	Timing of expenditure. Licensing expenses for FESA vehicles were processed in July whereas the budget was phased over more than one month.
Housing	10,591	16%	<b>A</b>	S	Permanent	Maintenance on staff housing currently lower than budget.
Community Amenities	(32,304)	(30%)	•	S	Permanent	Tip maintenance in over budget due to the Shire stock piling future cover materials for the three tips.
Transport	141,932	19%	•	S	Timing	Timing of expenditure. The wet weather has reduced the opportunity to work on road maintenance. NB: A fair amount of expenditure has been directed to works on flood damage to the reporting date.
Investing Activities						
Non-operating Grants, Subsidies and Contributions	(430,858)	(55%)	•	S	Timing	Actual income coming in later than budgeted expectation for RTR, RRG and AGLIME funding.
Infrastructure Assets - Roads	57,533	27%	<b>A</b>	S	Permanent	Works on the RTR Yerecoin SE Rd is ahead of budget and works on AGLIME funded works behind budget at this point in time.

**Note 3: Net Current Funding Position** 

Positive=Surplus (Negative=Deficit)

		Last Years Closing	This Time Last Year	Current
	Note	30/06/2018	30/09/2017	30/09/2018
		\$	\$	\$
Current Assets				
Cash Unrestricted	4	467,726	1,394,967	1,543,088
Cash Restricted - Conditions over Grants	11	0	0	204,466
Cash Restricted - Reserves	4	624,847	725,457	537,270
Receivables - Rates	6	27,452	618,893	638,465
Receivables - Other	6	254,962	119,207	187,232
Inventories	_	67,230	28,090	63,720
		1,442,218	2,886,614	3,174,242
Less: Current Liabilities				
Payables		(439,202)	(78,644)	(93,329)
Loan Liability		544	(50,835)	8,598
Provisions	_	(136,945)	(144,031)	(136,945)
		(575,603)	(273,509)	(221,676)
Less: Cash Reserves	7	(624,847)	(725,457)	(537,270)
Add Back: Component of Leave Liability not			, , ,	, , ,
Required to be funded		0	0	0
Add Back: Current Loan Liability		(544)	50,835	(8,598)
Adjustment for Trust Transactions Within Muni		(2,098)	496	451
Net Current Funding Position		239,126	1,938,978	2,407,149



**Comments - Net Current Funding Position** 

# Note 4: Cash and Investments

					Total		Interest	Maturity
	Unrestricted	Restricted	Trust	Investments	Amount	Institution	Rate	Date
	\$	\$	\$	\$	\$			
(a) Cash Deposits								
Municipal Funds Bank A/c	694,146				694,146	Bendigo	0.00%	At Call
Petty Cash Float	590				590	N/A	Nil	On Hand
Reserve Funds Bank Account		428,065			428,065	Bendigo	2.00%	19/06/2018
Trust Bank Account			10,164		10,164	Bendigo	0.00%	At Call
(b) Term Deposits								
Municipal Savings Bank Account	352,818				352,818	Bendigo	1.25%	At Call
Municipal Term Deposit 30 Days (Bendigo)	200,000				200,000	Bendigo	1.60%	21/10/2018
Municipal Account - 90 Day Term Deposit	0				0			
Municipal Account - Treasury OCDF	0				0			
Municipal Term Deposit 3mths (Bendigo 1)	500,000				500,000	Bendigo	2.35%	26/12/2018
Municipal Term Deposit 3mths (Bendigo 2)	0				0			
Reserves - Term Deposit		0			0			
Treasury - Reserve Account		0			0			
Reserves - Term Deposit		109,205			109,205	Bendigo	2.00%	5/09/2018
Trust Account - Term Deposit			0		0			
(c) Investments								
				0	0	N/A	N/A	N/A
Total	1,747,554	537,270	10,164	0	2,294,988			

Comments/Notes - Investments

Council's overdraft facility has not been utilised in this month.

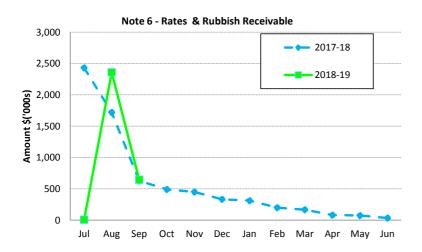
# Note 5: Budget Amendments

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

GI Codo	lob#	Description	Council Resolution	Classification	Non Cash	Increase in	Decrease in	Amended Budget Running
GL Code	JOD #	Description	Council Resolution	Classification				
GL Code	Job#	Description  Budget Adoption  Permanent Changes Opening surplus adjustment  Changes Due to Timing	Council Resolution	Classification Opening Surplus	Adjustment \$	\$ (18,507)	\$ (96,379)	\$ (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886) (114,886)
								(114,886) (114,886) (114,886) (114,886) (114,886)
					(	(18,507)	(96,379)	

# Note 6: Receivables

Receivables - Rates & Rubbish	30 September 2018	30 June 2018
	\$	\$
Opening Arrears Previous Years	34,151	55,992
Levied this year	2,473,256	2,367,642
<u>Less</u> Collections to date	(1,862,243)	(2,389,482)
Equals Current Outstanding	645,164	34,151
Net Rates Collectable	645,164	34,151
% Collected	74.27%	98.59%



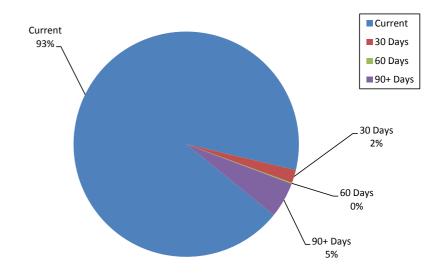
# Comments/Notes - Receivables Rates & Rubbish

In 2018/19 rates and rubbish charges did not get levied until August so the figure reported for July is next to zero.

Receivables - General	Current	30 Days	60 Days	90+ Days	90+Days
	\$	\$	\$	\$	\$
Receivables - General	79,655	1,615	126	4,383	85,779
<b>Balance per Trial Balance</b>					
Sundry Debtors					83,435
Receivables - Other					104,435
<b>Total Receivables General</b>	Outstanding				187,870

Amounts shown above include GST (where applicable)

Note 6 - Accounts Receivable (non-rates)



# Attachments - 17 October 2018 SHIRE OF VICTORIA PLAINS

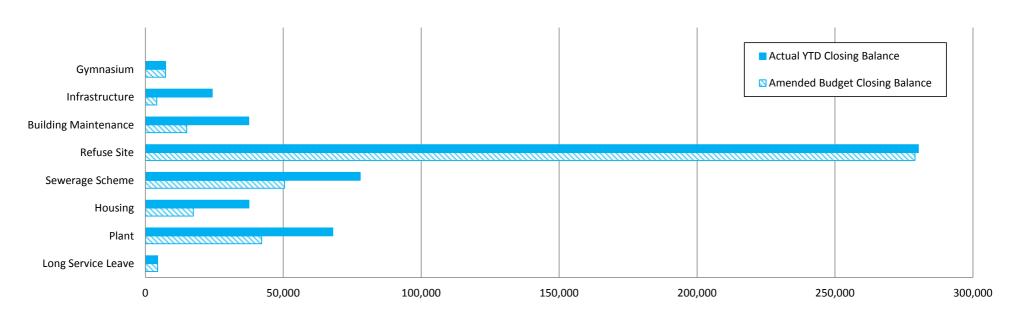
# NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

# For the Period Ended 30 September 2018

Note 7: Cash Backed Reserve

Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
Name	¢	¢	Ś	ς,	ς,	¢ ,	Ġ	Ś	Ġ
Long Service Leave	4,437	0	20	• 0	0	0	0	<b>ب</b> 4,437	4,456
Plant	67,678	0	299	0	0	(25,500)	_	42,178	,
Housing	37,400	0	165	0	0	(20,000)	0	17,400	37,565
Sewerage Scheme	77,578	0	343	0	0	(27,120)	0	50,458	77,921
Refuse Site	278,982	0	1,232	0	0	0	0	278,982	280,214
Building Maintenance	77,292	0	192	0	0	(62,260)	(40,000)	15,032	37,484
Infrastructure	74,135	0	141	0	0	(70,000)	(50,000)	4,135	24,275
Gymnasium	7,345	0	32	0	0	0	0	7,345	7,377
	624,847	0	2,423	0	0	(204,880)	(90,000)	419,967	537,270

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



Note 8: Disposal of Assets

			YTD A	Actual	Amended Budget					
Asset		Net Book				Net Book				
Number	Asset Description	Value	Proceeds	Profit	(Loss)	Value	Proceeds	Profit	(Loss)	
		\$	\$	\$	\$	\$	\$	\$	\$	
	Land and Buildings									
	Plant and Equipment									
PE097	Toro Z580D 25hp Ride On Mower					2,586	4,500	1,914		
PE080	PGR9 Cat Grader 120 M Series					164,000	145,000		(19,000)	
PE113	Volvo BL71B Backhoe Loader					94,600	65,000		(29,600)	
		0	0	0	0	261,186	214,500	1,914	(48,600)	

# SHIRE OF VICTORIA PLAINS NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

# For the Period Ended 30 September 2018

Note 9: Rating Information		Number			YTD Ac	utal			Amended	Budget	
		of	Rateable	Rate	Interim	Back	Total	Rate	Interim	Back	Total
	Rate in	<b>Properties</b>	Value	Revenue	Rates	Rates	Revenue	Revenue	Rate	Rate	Revenue
RATE TYPE	\$		\$	\$	\$	\$	\$	\$	\$	\$	\$
General Rate											
GRV	10.1086	160	1,776,674	179,597	(692)	0	178,905	179,597	0		179,597
UV	0.6883	306	318,010,000	2,188,863	0	0	2,188,863	2,188,863	0		2,188,863
Sub-Totals		466	319,786,674	2,368,460	(692)	0	2,367,768	2,368,460	0		0 2,368,460
	Minimum										
Minimum Payment	\$										
GRV	420.00	72	93,787	30,240	0	0	30,240	30,240	0		30,240
UV	550.00	42	1,299,241	23,100	0	0	23,100	23,100	0		23,100
Sub-Totals		114	1,393,028	53,340	0	0	53,340	53,340	0		53,340
		580	321,179,702	2,421,800	(692)	0	2,421,108	2,421,800	0		0 2,421,800
Discounts							0				0
Concession							0				0
Amount from General Rates							2,421,108				2,421,800
Ex-Gratia Rates							110,392				95,466
Movement in Excess Rates							0				0
Specified Area Rates							0				0
Totals							2,531,500				2,517,266

**Comments - Rating Information** 

# Note 10: Information on Borrowings

(a) Debenture Repayments

			New Loans			Principal Repayments			Principal Outstanding			est & Guarante Repayments	e Fee
		YTD	Amended	Adopted	Actual	Amended	Adopted		Amended	Adopted		Amended	Adopted
Particulars/Purpose	01 Jul 2018	Actual	Budget	Budget	YTD	Budget	Budget	Actual	Budget	Budget	Actual	Budget	Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Community Amenities													
Loan 72 Drought Proofing Calingiri	10,291	0	0	0	0	10,291	10,291	10,291	0	0	0	589	589
Recreation and Culture													
Loan 82 Calingiri Sports Pavilion	77,136	0	0	0	0	18,022	18,022	77,136	59,114	59,114	0	3,826	3,826
Loan 83 Calingiri Football Club *	239,177	0	0	0	0	16,815	16,815	239,177	222,362	222,362	0	11,986	11,986
Economic Services													
Loan 84 Piawaning Water Supply	151,429	0	0	0	8,053	16,207	16,207	143,376	135,222	135,222	1,885	4,720	4,720
	478,033	0	0	0	8,053	61,335	61,335	469,980	416,698	416,698	1,885	21,121	21,121

<sup>\*</sup> These loans are self supporting loans. All other debenture repayments were financed by general purpose revenue.

(b) New Debentures

No new debentures were raised during the reporting period.

# Note 11: Grants and Contributions

	Grant Provider	Туре	Opening Balance		Adopted	Budget	YTD Amended	Adopted Annual	Post		YTD	Actual	Unspent Grant
			(Tied) (a)	Op	erating	Capital	Budget	Budget (c)	Variations (d)	Expected (c)+(d)	Revenue	(Expended) (b)	(Tied) (a)+(b)
					\$	\$	\$				\$	\$	\$
General Purpose Funding													
Grants Commission - General	WALGGC	Operating		0	224,312	0	56,078	224,312	0	224,312	77,131	. 0	0
Grants Commission - Local Roads	WALGGC	Operating		0	234,536	0	58,634	234,536	0	234,536	62,156	0	0
Law, Order and Public Safety													
Grant - ESL BFB Operating Grant	Dept of Fire & Emergency Service	e Operating - Tied		0	53,830	0	0	53,830	0	53,830	0	(12,936)	0
Contribution - DFES Commission on ESL Levy	Dept of Fire & Emergency Service	Operating		0	4,000	0	999	4,000	0	4,000	0	0	0
Education & Welfare													
Grant - Age Friendlies Communities	Dept Local Govt & Cummunities	Operating - Tied		0	0	0	0	0	0	0	0	(8,756)	0
Contributions to Community Development Programs	Community contributions	Operating		0	5,000	0	1,248	5,000	0	5,000	637	0	0
Transport													
Contribution - Street Lighting	Main Roads WA	Operating		0	1,000	0	249	1,000	0	1,000	0	(4,922)	0
Grant - Regional Road Group - Road Projects	Main Roads WA	Non-operating		0	0	424,936	106,234	424,936	0	424,936	0	0	0
Grant - Direct Road	Main Roads WA	Operating		0	75,809	0	75,809	75,809	0	75,809	0	(27,089)	0
Grant - Roads to Recovery	Dept of Infrastructure	Non-operating		0	0	649,412	162,353	649,412	0	649,412	179,450	(27,835)	151,615
Grant - Ag-Lime Project	Main Roads WA	Non-operating		0	0	2,060,703	515,175	2,060,703	0	2,060,703	173,454	(120,602)	52,852
TOTALS				0	598,487	1,074,348	461,604	1,672,835	0	1,672,835	319,374	(81,680)	204,466
SUMMARY													
Operating	Operating Grants, Subsidies and	Contributions		0	544,657	0	193,017	544,657	0	544,657	139,924	(32,012)	0
Operating - Tied	Tied - Operating Grants, Subsidie	s and Contributions		0	53,830	0	0	53,830	0	53,830	0	(21,834)	0
Non-operating	Non-operating Grants, Subsidies	and Contributions		0	0	3,135,051	783,762	3,135,051	0	3,135,051	352,904	(148,437)	204,466
TOTALS				0	598,487	3,135,051	976,779	3,733,538	0	3,733,538	492,828	(202,282)	204,466

Note 12: Trust Fund

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

Description	Opening Balance 01 Jul 2018	Amount Received	Amount Paid	Closing Balance 30 Sep 2018
	\$	\$	\$	\$
BCITF	2,252.00	1,191.54	(1,852.00)	1,591.54
BSL	3,318.30	1,031.48	(1,289.65)	3,060.13
Community Bus	0.00	0.00	0.00	0.00
Central Midlands Vroc	0.00	0.00	0.00	0.00
Gym Key Bond	862.00	0.00	0.00	862.00
Housing Bonds	0.00	0.00	0.00	0.00
Hall & Hall Key Bond	740.00	200.00	0.00	940.00
Vehicle Licensing	2,097.70	50,855.95	(52,795.15)	158.50
Councillor Nomination Bonds	0.00	0.00	0.00	0.00
Other Trust Items	1,537.76	105.00	(100.00)	1,542.76
Tip Key Bond	1,538.00	20.00	0.00	1,558.00
	12,345.76	53,403.97	(56,036.80)	9,712.93

# Attachments - 17 October 2018 SHIRE OF VICTORIA PLAINS NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 SEPTEMBER 2018

# Note 13: Capital Acquisitions

					YTD Actual		Adopted		Amended Budg	et	
Assets	Account	Balance Sheet Category	Job	New/Upgrade	Renewal	Total YTD	Annual Budget	Annual Budget	YTD Budget	YTD Variance	Strategic Reference / Comment
				\$	\$	\$	\$	\$	\$	\$	
Level of completion indicator, please see table at the end o	f this note for	further detail									
Buildings											
Governance	40050	0004		•	(42.042)	(42.042)	(27.205)	(27.205)	(0.007)	(2.025)	
Admin Office Upgrade	40052	9231		0	(12,043)	(12,043)	(27,295)	(27,295)	(9,007)	, , ,	
Total - Governance				0	(12,043)	(12,043)	(27,295)	(27,295)	(9,007)	(3,036)	
Housing				_	_		(	(.=)			
12 Harrington St - Upgrade	40064	9231		0	0	0	(15,000)	(15,000)	0		
44 Edmonds Street - Housing upgrade	40110	9231		0	0	0	(5,000)	(5,000)	0		
Total - Housing				0	0	0	(20,000)	(20,000)	0	0	
Recreation And Culture											
Calingiri Recreation Centre Capital	40129	9231		0	0	0	(13,500)	(13,500)	(3,375)	3,375	
Total - Recreation And Culture				0	0	0	(13,500)	(13,500)	(3,375)	3,375	
Other Property & Services											
Depot Office Upgrade	40063	9231		0	(21,340)	(21,340)	(40,000)	(40,000)	(20,000)	(1,340)	
Total - Other Property & Services				0	(21,340)	(21,340)	(40,000)	(40,000)	(20,000)	(1,340)	
Total - Buildings				0	(33,383)	(33,383)	(100,795)	(100,795)	(32,382)	(1,001)	

# Attachments - 17 October 2018 SHIRE OF VICTORIA PLAINS NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 SEPTEMBER 2018

# Note 13: Capital Acquisitions

						YTD Actual		Adopted		Amended Budg	et	
	Assets	Account	Balance Sheet Category	Job	New/Upgrade	Renewal	Total YTD	Annual Budget	Annual Budget	YTD Budget	YTD Variance	Strategic Reference / Comment
					\$	\$	\$	\$	\$	\$	\$	
	Plant & Equipment  Transport											
.000	Furn & Equip - Chambers	40031	9233		0	0	0	(7,220)	(7,220)	C	0	
.000	Purchase Ride on Mower - 2018/19	40041	9235		0	0	0	(30,000)	(30,000)	C	0	
_	Total - Transport				0	0	0	(37,220)	(37,220)	C	0	
.000	Total - Plant & Equipment				0	0	0	(37,220)	(37,220)	O	0	
	Furniture & Equipment											
	Governance											
.000	Computing Upgrade software & hardware	40069	9233		0	(3,693)	(3,693)	(50,000)	(50,000)	(12,500)	8,807	
	Total - Governance				0	(3,693)	(3,693)	(50,000)	(50,000)	(12,500)	8,807	
.000	Total - Furniture & Equipment				0	(3,693)	(3,693)	(50,000)	(50,000)	(12,500)	8,807	

# Attachments - 17 October 2018 SHIRE OF VICTORIA PLAINS NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 SEPTEMBER 2018

# Note 13: Capital Acquisitions

						YTD Actual		Adopted	ı	Amended Budg	et	
As	ssets	Account	Balance Sheet Category	Job	New/Upgrade	Renewal	Total YTD	Annual Budget	Annual Budget	YTD Budget	YTD Variance	Strategic Reference / Comment
					\$	\$	\$	\$	\$	\$	\$	
	Roads											
	Transport											
.oOO	Gravel Pits (2017-18)	40021	9240	C9137	0	(3,933)	(3,933)	0	0	0	(3,933)	
.000	Toodyay-Bindi Bindi Road 2018-19	40022	9240	RR0035	0	0	0	(637,410)	(637,410)	0	0	
.000	Moore River Bridge Repairs (2017-18)	40024	9240	R2R024	0	0	0	(445,942)	(445,942)	0	0	
.000	Yerecoin SE Road (2018-19)	40024	9240	R2R025	0	(27,835)	(27,835)	(174,020)	(174,020)	0	(27,835)	
000	AG Lime Roads Project Development & Management	40025	9240	AG0000	0	(97,391)	(97,391)	(85,703)	(85,703)	(85,703)	(11,688)	
.000	AG Lime - Calingiri / New Norcia Road	40025	9240	AG0008	0	(23,211)	(23,211)	(1,030,000)	(1,030,000)	(92,700)	69,489	
.00	AG Lime - Mogumber West Rd	40025	9240	AG0023	0	0	0	(525,000)	(525,000)	(31,500)	31,500	
.000	AG Lime - Calingiri / Goomalling Road	40025	9240	AG0123	0	0	0	(420,000)	(420,000)	0	0	
	Total - Transport				0	(152,370)	(152,370)	(3,318,075)	(3,318,075)	(209,903)	57,533	
.000	Total - Roads				0	(152,370)	(152,370)	(3,318,075)	(3,318,075)	(209,903)	57,533	
₁∭ Ca	pital Expenditure Total				0	(189,446)	(189,446)	(3,506,090)	(3,506,090)	(254,785)	65,339	

Capital Expenditure Total
Level of Completion Indicators

0%
20%
40%
60%
80%
100%
Over 100%

Percentage YTD Actual to Annual Budget Expenditure over budget highlighted in red.

# Shire of Victoria Plains Creditor & Payroll Payments for the Month of September 2018

Chq/EFT	Date	Name	Description	Invoice 1	<b>Total</b>
EFT6795	06/09/2018	3	Repairs of plant and vehicles PO 7125: Repairs of Caterpillar excavator (PEX01), Bobcat trailer (PTL12, and drum roller (PR08).	1254.55	2,674.22
			PO 7159: Repairs of plant and vehicles - Caterpillar Excavator (PEX01), Mitsubishi ASX (VP430), Boggie dolly (VP3603).	1419.67	
EFT6796	06/09/2018	3	Councillor travel reimbursement		349.67
EFT6797	06/09/2018	3	Assistance with annual budget, end of year activities, position descriptions review and general accounting.		2,415.60
			PO 7089: Assistance with annual budget, end of year activities, position descriptions review and general accounting	1854.60	
			PO 7089: Assistance with general accounting and staffing matters	561.00	
EFT6798	06/09/2018	3	PO 7147: Depot - supply of paints, brush, rollers, and trays		367.10
EFT6799	06/09/2018		PO 7115: Consultancy services - Local laws, governance matters, travel		7,573.37
EFT6800	06/09/2018		Traineeship fees, Cert II in Civil constructions - depot staff		450.00
EFT6801	06/09/2018	3	PO 6767: Professional fees - Termination enterprise agreement		3,735.05
EFT6802	06/09/2018	3	PO 7146: Digital mechanical fuel meter		462.00
EFT6803	06/09/2018	3	PO 7171: Well-being Matters project - Tai Chi classes in Bolgart		2,100.00
EFT6804	06/09/2018	3	PO 7152: Finance Manager's pay week ending 25/08/2018		3,397.68
EFT6805	06/09/2018	3	PO 7128: Sample testing for E.coli & TT coli, Faecal coliforms, and faecal enterococci in		291.50
EFT6806	06/09/2018	3	Councillor's travel reimbursement		288.53
EFT6807	06/09/2018	3	Repairs of plant and vehicles - loader, truck, trailer		1,946.78
			PO 7158: Repairs of plant and vehicles - deck trailer, backhoe loader, wheel loader, track loader	1292.28	
			PO 7160: Service maintenance for Hino series truck (PTK22) and Hino 9 tonne truck (PTK17)	654.50	
EFT6808	06/09/2018	3	Cleaning of Shire's facilities and managing of two tips (Bolgart and Calingiri) from		3,946.47
			PO 7131: Cleaning services from 27/08/2018 to 09/09/2018 - Shire facilities	1078.00	
			PO 7132: Managing of two tips from 27/08/2018 to 09/09/2018 - Bogart and Calingiri	2868.47	
EFT6809	06/09/2018	3	PO 7065, 7169, 7176, 7155: Provision of project management and engineering services - Aglime Route 2 funded project	i	103,543.49
CCTC010	00/00/2010				2,504.65
EFT6810	06/09/2018	3	Various repairs and maintenance	630.65	2,304.63
			PO 7165: Install new 50ltr hot water system and tempering valve		
			PO 7166: Repairs of septic lid and fit PVC in tank.	374.00	
			PO 7168: Work done at depot- install waste, water pipes in walls and relocation of	1500.00	
FFTCO44	06/00/2010		sink, drinking fountain, boiling water heater and ice machine.		444.33
EFT6811	06/09/2018		Councillor travel reimbursement		111.20
EFT6812	06/09/2018	5	PO 7124: Two sets of blades for Honda mower		64.00

FFTC042	05/00/2010	DO 7444 Charles of Indian Co. A co. of 2040		140.00
EFT6813	06/09/2018	PO 7141: Cleaning of toilets for August 2018		140.00
EFT6814	06/09/2018	PO 7110: Purchase of 2 tyres and 2 batteries for Hino 300 Long crew truck (PTK21)		844.00
EFT6815	06/09/2018	Repairs of Hino 9 tonne tip truck (PTK17) and Hino 700 series (PTK22)	021.26	1,091.97
		PO 7145: Repairs of Hino 9 tonne tip truck (PTK17) and Hino 700 series (PTK22)	831.36	
FFTC04C	05/00/2010	PO 7145: Repairs of Hino 700 series (PTK22)	260.61	9,938.62
EFT6816	06/09/2018	Loan repayment (capital and interest)		9,938.62
EFT6817	06/09/2018	Purchase of 50 cutting edgers for 14' mouldboard, bolt, nuts, washers, filter parts -		E 064 40
		Caterpillar grader (PGR10)	470.06	5,964.48
		PO 7144: Filter parts for 7000hr service - Caterpillar Grader (PGR10)	470.86	
		PO 7129: Purchase of 50 cutting edgers for 14' mouldboard, bolt, nuts, washers -	5493.62	
FFTC010	00/00/2019	Caterpillar grader (PGR10)		2 000 40
EFT6818	06/09/2018	PO 7105: Radial tyres T559 for SFM boggie dolly (PTL13)		2,808.40
EFT6819	06/09/2018	PO 7156: Stationery for Admin office, cleaning and kitchen supplies		85.37
EFT6820	06/09/2018	PO 7170: NBN internet services for September 2018		577.50
EFT6821	14/09/2018	Postage charges for the month of August 2018		913.68
EFT6822	14/09/2018	Various purchases for months of July and August 2018		222.60
		July Statement: Purchase of hunter solenoid valve, and rain jacket and trousers	189.90	
		August Statement: Stamps for Bolgart libary and Calingiri library	32.70	
EFT6823	14/09/2018	PO 7096: Dept of Fire Emergency Services officers uniforms		335.91
EFT6824	14/09/2018	PO 7089: General Accounting Assistance- July monthly statement, flood damage		
		claims, briefing session, funding, bank reconciliation, and budget		2,244.00
EFT6825	14/09/2018	PO 7119: Log book service and safety check - Toyota hi lux (PWV57)		326.34
EFT6826	14/09/2018	Various purchases for August 2018 - milk, coffee, newspaper, unleaded petrol, 45kg		
	, ,	gas bottle, stamps, petrol and maintenance items		1,055.77
		Purchases for August 2018 - milk, coffee, newspaper, unleaded petrol, 45kg gas bottle,	566.61	•
		stamps		
		Purchases of milk, sugar, petrol, cleaning and maintenance items	489.16	
EFT6827	14/09/2018	Payroll deductions		120.24
EFT6828	14/09/2018	PO 7175: Supply and fit L/H door glass for Hino 9 tonne tip truck (PTK17)		420.00
EFT6829	14/09/2018	Freight charges - library - August 2018		24.26
EFT6830	14/09/2018	PO 7188: Professional fees - advice on CBH agreement		3,927.00
EFT6831	14/09/2018	PO 7154: Supply of 10500ltrs diesel at Depot		14,471.10
EFT6832	14/09/2018	PO 7187: Well being matters program - dancing classes in Bolgart		1,200.00
EFT6833	14/09/2018	PO 7152: Finance Manager's pay week ending 01/09/2018		3,185.33
EFT6834	14/09/2018	PO 7185: Professional fees on Aboriginal Heritage - Group reserve 8588 Mogumber		-,
	- 1, 33, -3-3			2,875.95
EFT6835	14/09/2018	PO 718: Traffic sign and control equipment - Premium road tube		352.00
EFT6836	14/09/2018	PO 7191: Peform 7000HR service and safety checks - Grader and Drum roller		935.00
EFT6837	14/09/2018	PO 7182: RAMM annual support and maintenance fee for 18/19 plus rental of pocket		
<del></del> -	,,	software		7,638.75
EFT6838	14/09/2018	Freight charges		40.62
EFT6839	14/09/2018	PO 7161: Printing special government gazette - Local laws		5,687.92
	,,			-,

EFT6840	14/09/2018	PO 7174: Supply various filters for 110,000km service - Hino 300 series crew truck -		
		PTK21		242.73
EFT6841	14/09/2018	PO 7026: Accommodation - Finance manager 22/06/2018		120.00
EFT6842-EFT6850	18/09/2018	Posting error - wrong bank account		-
EFT6851	20/09/2018	PO 7205: Supply and install roller door and frame, and enclose shed walls with patio		
		tube and corrugated tin - Aged Person Unit		3,762.00
EFT6852	20/09/2018	PO 7208: Radio communications repairs and maintenance plus travel		2,883.32
EFT6853	20/09/2018	PO 7201: Supply various plants for Shire		324.13
EFT6854	20/09/2018	PO 7107: GPS monitoring of fleet vehicles		374.00
EFT6855	20/09/2018	Seasol and garden materials - town maintenance; acrylic sealer - depot upgrades		404.00
				404.98
		PO 7202: Supply 15lts Taubmans Acrylic sealer undercoat - Depot upgrades	152.00	
		PO 7200: Supply 10lts seasol and garden materials - town maintenance	252.98	
EFT6856	20/09/2018	Po 7211: legal advice re harassing the Shire		5,141.40
EFT6857	20/09/2018	Photocopier service and meter reading August 2018		2,027.50
		Photocopier service and meter reading - Admin - August 2018	1690.56	
		Photocopier service and meter reading - Depot - August 2018	336.94	
EFT6858	20/09/2018	2018/19 Emergency Service Levy		46,180.00
EFT6859	20/09/2018	PO 6821/6797: Supply engine oil and ad blue		1,248.00
		PO 6821: Supply 205It Rimula engine oil	869.00	
		PO 6797: Supply 205lt Ad Blue	379.00	
EFT6860	20/09/2018	PO 7181: Supply and install 23 chain driven roller blinds, fabric decor screen- Admin		
		offices upgrade		9,650.30
EFT6861	20/09/2018	PO 7172: Various filters for 2000hr service - Drum roller - PR08		404.91
EFT6862	20/09/2018	PO 7207: Refit window pelment and new curtain rod		164.00
EFT6863	20/09/2018	PO 7206: Supply and fit electrical up-grade to public toilets behind Bolgart hall.		3,432.06
EFT6864	20/09/2018	PO 7203: Lock Digital DC Entrance set for Calingiri Caravan Park and Bolgart Caravan		1,320.00
EFT6865	20/09/2018	PO 7196: Supply of 20lt roundup -broadacre, roundup ultra-max 20lt agency, LLAN		4 006 00
		mso w leci-tech 20ltrt		1,896.30
EFT6866	20/09/2018	PO 7090: Finance manager's pay		6,462.34
		PO 7152 : Finance Manager's pay for week ending 22/09/2018	2471.04	
		PO 7090: Finance manager's pay for week ending 14/07/2018	2972.97	
		PO 7091: Finance Officer's pay week ending 14 July 2018	1018.33	
EFT6867	20/09/2018	PO 7148/7157: Stationery - files, certificate frames, paper, and printer ink		319.78
EFT6868	20/09/2018	PO 7178/7179: Cleaning services - Shire's facilities, and tip management - Calingiri and		4 022 47
		Bolgart	4070.00	4,023.47
		PO 7178: Cleaning of Shire's facilities	1078.00	
		PO 7178: Cleaning of Calingiri hall toilets	77.00	
FFTCOCO	00/00/22:2	PO 7179: Tip management - Calingiri and Bolgart	2868.47	
EFT6869	20/09/2018	Freight cost		99.25
EFT6870	20/09/2018	PO 7153: Glass noticeboard for front wall		443.32
EFT6871	20/09/2018	PO 7162: Microchip reader		706.90
EFT6872	20/09/2018	PO 7061: Supply of garden maintenance items		133.75

EFT6873	20/09/2018	PO 7149: Supply and install new laptop - Works Manager		4,062.22
EFT6874	21/09/2018	Payroll deductions		20,730.00
EFT6875	26/09/2018	Councillor's fees and allowances - 1st quarter		2,125.00
EFT6876	26/09/2018	PO 7127: Full payment - Black door - 13 Lambert St		745.00
EFT6877	26/09/2018	PO 7177: Rubbish collection service - August 2018		5,312.77
EFT6878	26/09/2018	PO 7089: Assistance on monthly statements, licensing, and general accounting		4,824.60
EFT6879	26/09/2018	PO 7192: Ethnographic Aboriginal Heritage Survey for Mogumber Reserve 8588 Yued		.,6266
21 10075	20,03,2010	NTC special trip		7,059.67
EFT6880	26/09/2018	Payroll deductions		154.74
EFT6881	26/09/2018	PO 7215: Professional fees - advice on CBH agreement		3,455.65
EFT6882	26/09/2018	Freight cost - library		214.86
EFT6883	26/09/2018	Councillor's fees and allowances 1st quarter payment		3,750.00
EFT6884	26/09/2018	PO 7213: Calingiri Freemason's -install Exit signs and power up, with battery back up		431.20
EFT6885	26/09/2018	Councillor's fees and allowances - 1st quarter		2,125.00
EFT6886	26/09/2018	Councillor's fees and allowances - 1st quarter		2,125.00
EFT6887	26/09/2018	Local Government Professionals Australia annual membership - Finance Manager		185.00
EFT6888	26/09/2018	Councillor's fees and allowances - 1st quarter		2,125.00
EFT6889	26/09/2018	Councillor's fees and allowances - 1st quarter  Councillor's fees and allowances - 1st quarter 2018/19		2,531.25
EFT6890	26/09/2018	PO 7111: Accomodation and meals - Ranger's training		469.20
EFT6891	26/09/2018	Planning Counsultancy share - July 2018		1,274.15
EFT6892	26/09/2018	Councillor's fees and allowances - 1st quarter		2,125.00
EFT6893	26/09/2018	PO 7216: Recruitment - advert		825.00
EF10033	20/03/2016	PO 7216: Recruitment - advert PO 7216: Recruitment - advert for Community Development Officer position	412.50	823.00
		PO 7216: Recruitment - advert for Customer Service Officer position	412.50	
EFT6894	26/09/2018	PO 7186: Multi-tyred roller - air dryer element and gasket	412.30	253.98
EFT6895	26/09/2018			129.84
EFT6896	26/09/2018	PO 7164: Stationery - stickers, storage rack, folders dividers		1,290.03
EF10090	20/09/2018	IT and Computing support	_	363,736.72
		Total EFT payments	_	303,730.72
12193	06/09/2018	Registration - Toyota Prado 1GIS084 (PAV45)		1,258.95
11100	00,00,12020	VP430 - Vehicle registration 18/19 - Mitsubishi ASX	402.75	1,200.00
		Vehicle licence of Caterpillar grader - 1GIP715 (VP72)	77.95	
		Vehicle licence - Isuzu D-Max LSU 4x4 Ute (PWV61)	375.50	
012194	10/09/2018	Petty cash recoupment	373.30	282.60
012195	18/09/2018	Infringement notice		300.35
012196	26/09/2018	Rates refund 2017/18 - replaced staled cheque		650.14
012130	20,03,2010	Total Cheque payments	_	2,492.04
		Total cheque payments	_	2,432.04
DD10607.1	05/09/2018	Superannuation contributions		3,053.85
DD10607.2	05/09/2018	Superannuation contributions		218.75
DD10607.3	05/09/2018	Superannuation contributions		267.63
DD10607.4	05/09/2018	Superannuation contributions		842.99
DD10607.5	05/09/2018	Superannuation contributions		650.33

Shire of Victoria Plains
Ordinary Council Meeting

DD10607.6	05/09/2018	Superannuation contributions	453.18
DD10609.1	19/09/2018	27a Mofflin St rent - August 2018	460.00
DD10610.1	14/09/2018	Motorpass: fuel purchases	515.55
DD10610.2	14/09/2018	Electricity charges - from 02/07/18 to 29/08/2018	6,351.70
DD10610.3	01/09/2018	NBN12 internet services for September 2018 - Bolgart library and Mogumber library	79.98
DD10610.4	17/09/2018	Telephone charges - August 2018 - landline	1,135.90
DD10610.5	25/09/2018	Electricity charges - August 2018 - Streetlights	1,377.60
DD10610.6	05/09/2018	Telephone charges - August - mobile	868.49
DD10610.7	10/09/2018	Telephone charges - August - Fire Prevention	663.52
DD10610.8	13/09/2018	Electricity charges - from 29/06/2018 to 28/08/2018	591.50
DD10610.9	12/09/2018	Electricity charges - from 22/08/2018 to 27/08/2018	321.95
DD10613.1	14/09/2018	Credit card charges - accommodation, meals, taxi, parking fee	1,211.82
DD10640.1	05/09/2018	Superannuation contributions	299.80
DD10650.1	19/09/2018	Superannuation contributions	79.54
DD10651.1	19/09/2018	Superannuation contributions	4,112.59
DD10651.2	19/09/2018	Superannuation contributions	280.53
DD10651.3	19/09/2018	Superannuation contributions	842.99
DD10651.4	19/09/2018	Superannuation contributions	700.93
DD10651.5	19/09/2018	Superannuation contributions	454.75
DD10660.1	03/09/2018	27a Mofflin St rental for week 03.09.18	230.00
DD10660.2	10/09/2018	27a Mofflin St rent for week 10.09.18	230.00
DD10660.3	17/09/2018	27a Mofflin St rent for week 17.09.18	230.00
DD10667.1	21/09/2018	Water charges from 3 July to 4 September 2018	1,284.49
DD10667.2	26/09/2018	Water charges from 3 July to 4 September 2018	1,341.65
DD10667.3	24/09/2018	27a Mofflin St rent for week 24.09.18	230.00
		Total Direct Debits payments	29,382.01
EFT Payments	06/09/2018		36,586.99
EFT Payments	20/09/2018		42,304.40
		Total Payroll	78,891.39
		Total Daymanta from Ministral Assesset	474 502 16
		Total Payments from Municipal Account	474,502.16
185	18/09/2018	BCITF Levy May 2018	1,835.50
186	18/09/2018	MAY18 Levies payments	1,284.65
187	18/09/2018	BCIFT Levy May 2018 - Admin fee	21.50
	• •	Total Payments from Trust Account	3,141.65
		TOTAL PAYMENTS FOR SEPTEMBER 2018	477,643.81

Attachments - 17 October 2018

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26th April 2017

Victoria Plains Shire

Calingiri

To whom it may concern

I request the name change of a road in the Calingiri area

As my parents, Robert & Rose Waters, after their wedding in Toodyay 1909, travelled to the virgin land at Wyening (the farm known as "Waterlee") & presently owned by their granddaughter Rhonda & her husband, Ray Edmonds. Robert & Rose cleared this land from the corner of the Wyening Mission & very near Frank King's blacksmiths, on the road which is now signed as Corondeen, of Calingiri/ Goomalling rd.

Close to this road is a visible sign of a well, surrounded by tin, where my father lost his eye by gelignite when digging for water

All their 9 children attended the school at Wyening.

& Howard

The property has remained in the Waters family ever since 1909. I request a name change to Waters rd from Corrondeen rd. From the T Junction of Behanging South rd. & Corondeen to Calingiri / Goomalling rd.

Trusting this meets with approval

Thanking you

Jean Howard (nee Waters)

-1998-

# THE BENEDICTINE COMMUNITY OF NEW NORCIA INCORPORATED ("the Lessor")

- AND -

# THE SHIRE OF VICTORIA PLAINS ("the Lessee")

# OF PART OF MELBOURNE LOCATION 342 for EMERGENCY SERVICES, BUSH FIRE BRIGADE, ST JOHN AMBULANCE SUBCENTRE and TRAINING HALL

MICHAEL, WHYTE & CO.
Barristers & Solicitors
41-43 Ord Street
WEST PERTH W A 6005

TELEPHONE: (08) 9322 1215 REFERENCE: MHT971499 (63816-1) THIS LEASE is made the day of May one thousand nine hundred and ninety eight

BETWEEN:

THE BENEDICTINE COMMUNITY OF NEW NORCIA INCORPORATED of New Norcia in the State of Western Australia (hereinafter called "the Lessor") of the first part

AND

THE SHIRE OF VICTORIA PLAINS of PO Box 21, Calingiri in the said State (hereinafter called "the Lessee") of the second part

# NOW THIS DEED WITNESSETH:

That the Lessor and the Lessee hereby covenant and agree to the Lease by the Lessor to the Lessee of that part of the land hereinafter described at the rentals hereinafter reserved and upon and subject to the terms, covenants and conditions hereinafter contained and the covenants and powers implied in every Memorandum of Lease by virtue of the Transfer of Land Act 1893 so far as not expressly or by necessary implication hereby negatived or modified and agree and declare as follows:-

# 1. LEASE

The Lessor being registered as the Proprietor of an Estate in fee simple of the land (hereinafter called "the Land") more particularly described in Item 1 of the Schedule hereto HEREBY LEASES TO THE LESSEE ALL that part of the land more particularly described in Item 2 of the Schedule hereto upon which the Lessee shall erect a building to include an Emergency Services Centre, Bush Fire Brigade Centre and local St John Ambulance Sub-Centre including training hall (hereinafter called "the Leased Premises") a right to use the access way described in Item 2 of the Schedule (hereinafter called the "Access Way") for access for persons authorised by the Lessee to and from the Leased Premises, with or without vehicles and equipment, reserving to the Lessor the use and occupation of the Access Way subject only to such right of the Lessee.

# TERM AND RENT

# 2.01 Term

This Lease shall commence on the date specified in Item 3 of the Schedule (hereinafter referred to as "the Commencement Date") and shall end on the date specified in Item 3 of the Schedule hereto provided.

# 2.02 Payment of Rent

All payments of rent to be made hereunder shall be made at the place specified in Item 4 of the Schedule hereto without any prior demand therefore and

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without any abatement deduction or set off whatsoever otherwise than as provided in this Lease.

# 2.03 Annual Rent

The Lessee shall pay to the Lessor during the term of this Lease rent (hereinafter called "Annual Rent") at the rate per annum set out in Item 5 of the Schedule hereto and payable at the times and by the instalments therein specified PROVIDED THAT notwithstanding anything herein contained the Annual Rent shall be reviewed at the times mentioned in Item 5 of the Schedule hereto (which respective times for review are hereafter called "the Review Date") and such reviewed Annual Rent shall be agreed between the Lessor and the Lessee.

# 2.04 Payment of Utility Charges

The Lessee shall duly and punctually pay and discharge all charges for utilities and other services used on the Leased Premises including (but not limited to) sewerage, garbage and waste disposal, gas, electricity, fuel, telephone and other utility services used in or charged against or in respect of the Leased Premises during the term of this Lease including all meter installation costs, telephone connection charges and rents.

# 2.05 Rates and Taxes

The Lessee shall pay all rates and taxes of every kind including local authority rates and taxes, state land tax, but excluding metropolitan regional improvement tax assessed or levied against the Leased Premises and also that portion of the water rates and that which are separately water consumption which relates to the Leased Premises. The Lessor shall pay all such rates and taxes which are assessed or levied against the land together with other land.

# 3. CONSTRUCTION OF LEASED PREMISES

# 3.01 Construction, repairs and maintenance by the Lessee

(1) The Lessee shall erect a building on the Land to include an Emergency Services Centre, Bush Fire Brigade Centre and local St John Ambulance Sub-Centre and training hall (hereinafter called "the Works") and shall at all times during the term of this Lease or any extension of renewal thereof at the Lessee's own expense, keep and maintain in good repair order and condition the Leased Premises and the Access Way including all doors and windows, floor coverings, glass fixtures, equipment and appurtenances including all water, sewerage and electrical installations and other fixtures and fittings therein or thereon and including making good fair wear and tear and damage by fire, storm, fusion, explosion, tempest, lightning, earthquake, water, storm flood, riot, strike, civil commotion, malicious damage, aircraft and articles dropped therefrom and impact by vehicles or other acts of god.

- (2) The location, plans and specifications for the Works and any alterations thereto during the term of this Lease (including paint colours) shall be subject to the prior approval of the Lessor, and the Lessee shall provide copies of the plans and specifications and any other necessary details to the Lessor a reasonable time before the intended commencement of the Works or alterations.
- (3) The Lessee shall fence the Leased Premises and Access Way with 3 strand wire fencing or otherwise as approved by the Lessor.
- (4) The Lessee shall not erect or place any signs on the Leased Premises or the Access way without the prior approval of the Lessor.
- (5) All work carried out in the construction of the Works and any alterations shall be carried out with minimum disturbance to the Leased Premises and the Land and to good and workmanlike standard and finish.
- (6) No trees will be disturbed on the Leased Premises or Access Way without the prior written consent of the Lessor.

# 3.02 Delivering Up of Premises

At the expiration or sooner determination of this Lease the Lessee shall peacefully and quietly deliver up possession of the land to the Lessor and if required by the Lessor remove the Leased Premises erected on the land by the Lessee and leave the land in a clean and tidy condition. The Lessee shall remove all his fixtures, fittings and signs before delivering upon possession of the Leased Premises to the Lessor.

# 4. OPERATION AND USE OF PREMISES

The Lessee shall use the Leased Premises throughout the term solely for the purposes the nature whereof is setforth in Item 6 of the Schedule hereto. The Lessee may carry out on the Leased Premises all activities reasonably necessary for the use described in Item 6 of the Schedule including storage and maintenance of vehicles and equipment and meetings of personnel of the organisations referred to in Item 6 of the Schedule hereto but the Leased Premises shall not be used for primarily social events by those organisations or by any other organisations or persons without the prior written consent of the Lessor.

# INSURANCE

5.01 The Lessee shall effect and keep in force at all times during the continuance of this Lease in the respective names of the Lessee and the Lessor and any Mortgagee of the land for their respective rights and interests such policies of insurance as are specified in Item 7 of the Schedule. The Lessee shall at the commencement of the term and

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each year thereafter while this Lease is in force forthwith produce to the Lessor a copy of any policies of insurance so effected and a current Certificate of Renewal in respect thereof.

5.02 The Lessee hereby indemnifies and will keep indemnified the Lessor against all loss and injury and against all claims, demands liability, costs and expenses of any third party arising from or in connection with the use or occupation of the Leased Premises by the Lessee, it's servants, agents, contractors or other persons authorised by the Lessee except to the extent caused or contributed to by the negligence of the Lessor or its servants or agents.

# COVENANTS BY THE LESSOR

# 6.01 Ownership of Land

The Lessor to the intend to bind the Leased Premises and the Registered Proprietor thereof for the time being but not so as to render the Lessor personally liable in damages except for the Lessor's own acts or defaults while the Lessor remains such Registered Proprietor covenants with the Lessee that subject to the Lessee paying the rent hereby reserved and observing and performing all the covenants terms and conditions on the Lessee's part to be observed and performed the Lessee shall and may peaceably possess and enjoy the Leased Premises without any interruption or disturbance from the Lessor or any person or persons lawfully claiming under through or in trust for the Lessor.

# 7. DEFAULT BY LESSEE

If the rent hereby reserved or any part thereof or any other moneys due and payable by the Lessee hereunder shall at any time be in arrears and unpaid for FOURTEEN (14) days after service of a notice calling upon the Lessee to make such payment or if the Lessee is in default of any other obligation to be performed under this Lease and the default is not remedied within FOURTEEN (14) days after service of notice on the Lessee calling upon the Lessee to remedy such default then it shall be lawful for the Lessor or any person or persons duly authorised to re-enter the Leased Premises or any part thereof in the name of whole and to hold and enjoy peaceably the Leased Premises thenceforth as if these presents had not been made without prejudice to any right of action or remedy of the Lessor in respect of any breach or non-observance of any covenants or the provisions hereof by the Lessee and thereupon the Lessor shall be freed and discharged from any action claim or obligation howsoever arising to the Lessee.

# 8. ADDITIONAL COVENANTS BY THE LESSEE

# 8.01 Compliance with legislation and notices

The Lessee shall comply with and observe at his own expense all present and future legislation regulations by-laws or orders of any competent authority effecting the use or cleanliness of the Lessed Premises by the Lessee.

# 8.02 Sub-Lease Assignment Underletting etc.

The Lessee shall not sub-let, assign, transfer, mortgage, charge or otherwise part with possession of the Leased Premises.

# 8.03 Forbidding of Registration of Lease or Lodging of Caveats, etc.

That neither the Lessee nor any agent or other person on behalf of the Lessee shall register this Lease or lodge a Caveat against the land or any part thereof other than a subject to claim Caveat to protect the Lessee's interest under this Lease which Caveat shall be withdrawn by the Lessee at the Lessee's expense at the expiration of the term.

# 8.04 Legal Costs

The Lessee shall pay all of the Lessee's and the Lessor's respective legal costs, charges and expenses of and incidental to the instructions for and the preparation, completion and stamping of this Lease in duplicate and all stamp duties hereon.

# OPTION TO RENEW

If the Lessee shall be desirous of continuing the tenancy hereby created for the further term or terms set out in Item 8 of the Schedule hereto the Lessee shall at least THREE (3) calendar months prior to the end of the term give the Lessor written notice of such desire then the Lessor will let the Leased Premises to the Lessee for the further term or terms set out in Item 8 of the Schedule hereto from the expiration of the term hereof at the appropriate rentals herein reserved and subject in all other respects to the same terms and conditions as are herein contained except this clause for renewal.

# 10. MISCELLANEOUS PROVISIONS

If the Leased Premises shall at any time during the term of this Lease be destroyed or so as to be damaged as to be unfit in the opinion of the Lessee for the occupation and use of the Lessee then the Lessee may terminate this Lease upon giving the Lessor ONE (1) month's prior written notice and the Lessee shall demolish the Leased Premises erected by the Lessee on the land and remove the same from the land at the Lessee's expense. If the Lessee does not give such a notice within 3 months of the destruction or damage occurring then the Lessee shall rebuild and reinstate the Leased Premises to the former condition or such other condition as the Lessor agrees in writing.

# 10.01 Alterations or Additions

The Lessee reserves the right to add to or alter the Leased Premises and the Lessor hereby agrees that the Lessee shall be at liberty so to do PROVIDED the Lessor first approves the proposed alterations in writing and that such alterations or additions are carried out with reasonable dispatch.

# SCHEDULE

# Item 1 Description of Land

Portion of Melbourne Location 342 and being the whole of the land comprised in Certificate of Title Volume 1240 Folio 928.

# Item 2 Description of Leased Premises

That part of Melbourne Location 342 situate on the Great Northern Highway, New NORCIA which contains the Emergency Services Centre, Bush Fire Brigade Centre and local St John Ambulance Sub-Centre and training hall as is shaded red on the plan annexed hereto together with the use of the accessway shaded blue on the plan annexed hereto.

# Item 3 The Commencement Date

The 11th day of May 1998

Date of Termination of Lease

TWENTY ONE (21) years from the Commencement Date.

# Item 4 Place for Payment of Rent

At the Lessor's address referred to herein.

# Item 5 Rate of Annual Rent

ONE DOLLAR (\$1.00) payable on demand by the Lessor to the Lessee.

# Review of Annual Rent

Not applicable.

# Item 6 Description of Use

Emergency Services, Bush Fire Brigade and local St John Ambulance Sub-Centre and training hall together with the maintaining of emergency service facilities.

# Item 7 Particulars of Insurance

(1) A policy insuring the Leased Premises for the replacement value thereof against loss or damage by fire, lightning, thunderbolt, storm, tempest, rainwater, water, earthquake, flood, impact, explosion, aircraft, riots, strikes and other malicious acts, removal debris. 6

# 10.02 Interpretation

Where herein used the expression "the Lessor" shall mean and include the Lessor his Executors and Administrators, Transferees and assigns or in the case of a corporation the Lessor its successors and assigns the expression "the Lessee" shall mean and include the Lessee his Executors and Administrators and permitted assigns or in the case of a corporation the Lessee its successors and permitted assigns. The word "person" shall include a corporation, words importing the singular number or plural number shall include the plural number and singular number respectively and words importing the masculine or neuter gender shall include every gender, references to statute shall include all statutes amending, consolidating or replacing the statutes referred to and where two or more Lessees are parties hereto the covenants obligations and agreements on their part contained referred to and shall bind them and any two or greater number of them jointly and each of them severally.

# 10.3 Town Planning Approval

This Lease is subject to the prior approval of the Commission under section 20(1) of the Town Planning and Development Act 1928 as amended and the Lessee warrants that it has obtained such approval and has provided the Lessor with a true copy.

(2) A public liability policy for an amount of indemnity of not less than FIVE MILLION DOLLARS (\$5,000,000.00).

Item 8 Option to Renew

The 11th day of May 2019.

Date of Termination of Option

The 11th day of May 2040.

IN WITNESS WHEREOF the parties hereto have executed these presents as a Deed the day and year first hereinbefore mentioned.

THE COMMON SEAL of )
THE BENEDICTINE COMMUNITY OF )
NEW NORCIA INCORPORATED )

was hereunto affixed by authority of the Committee ) in the presence of:

President:

Secretary:

THE COMMON SEAL of THE SHIRE OF VICTORIA PLAINS was hereunto affixed by authority of the Council in the presence of:

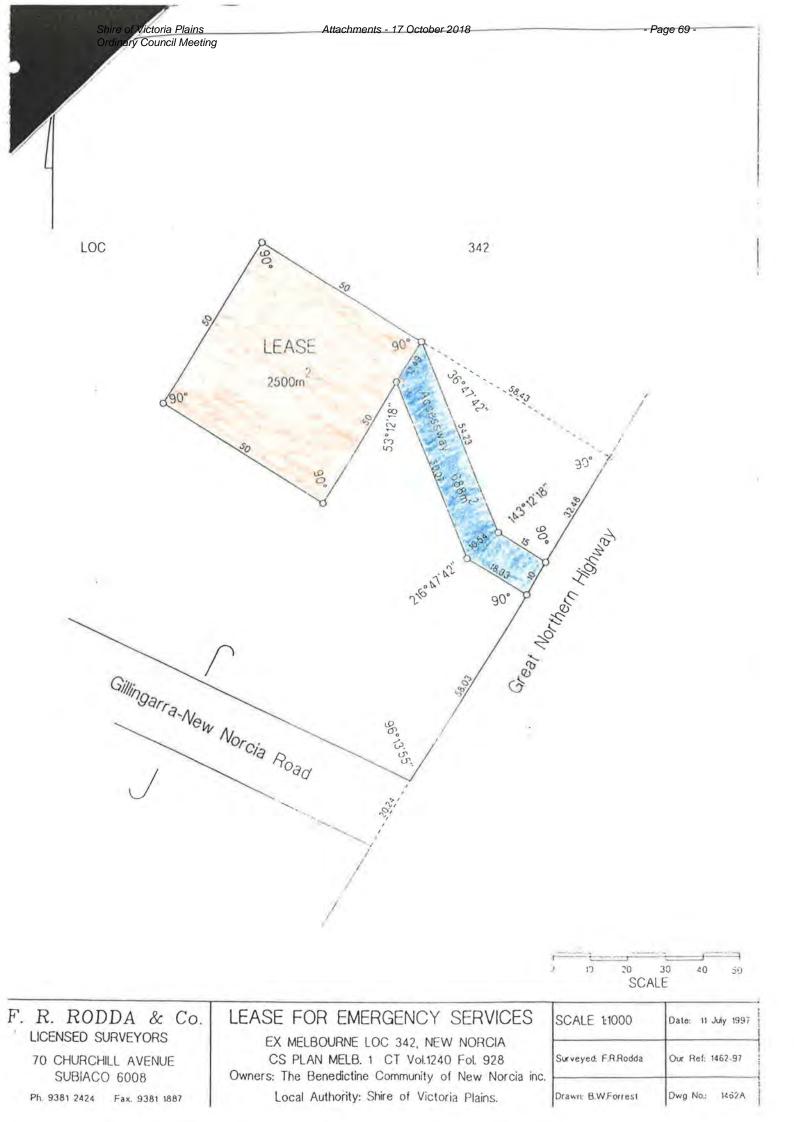
President:

Chief Executive/Officer:

SHIRE COMMON SEVING SAINS



71499/63816-1MHT:RLM



# **Agency Management Agreement**

**New Norcia Emergency Services Facility** 

THIS MANAGEMENT AGREEMENT is made between THE SHIRE OF VICTORIA PLAINS of Post Office Box 21, Calingiri in the State of Western Australia and those parties whose names and addresses appear in Schedule 1 who are together referred to as "the Agencies".

# WHEREAS:

- (a) This Shire of Victoria Plains and the Agencies have agreed that a combined emergencies services building be erected in New Norcia.
- (b) The parties have agreed to contribute towards the cost of the project as described in Schedule No 7.
- (c) The land being that part of Melbourne Location 342 situated on Great Eastern Highway, New Norcia as is shaded red on the plan annexed hereto together with the use of the access way shaded blue on the plan annexed hereto. The land to be used for the project and will be leased by the Shire of Victoria Plains to hold on behalf of the Agencies.

# NOW THE PARTIES AGREE AS FOLLOWS:

# 1. INTERPRETATION

- 1.1 In this Agreement;
  - a. "Agreement" means this Management Agreement;
  - "St John Ambulance Agency" means the Ambulance Service whose name and address appears in Schedule 1, being a body corporate establishes under the relevant Act;
  - c. Joint Facility" means land shaded on the plan annexed;
  - d. "Management Committee" means the Committee formed under clause 6;
  - e. "Site" being that part of Melbourne Loc. 342, situated on Great Eastern Highway, New Norcia, leased by the Shire of Victoria Plains for the designated purpose of Emergency Services Centre shown in schedule "4"
- 1.2 In this Agreement, unless the Agreement otherwise provides
  - a. The clause headings are for convenience of reference only and have no effect in limiting or extending the language of the provisions to which they refer:
  - b. A cross reference to a clause number is a cross reference to all its sub clauses:
  - c. Words in the singular include the plural and vice versa;
  - d. Words importing a gender include any other gender;
  - e. A reference to a person includes a partnership and a body, whether corporate or otherwise;
  - A reference to a clause, a sub clause or a paragraph is a reference to a clause, sub clause or a paragraph in this Agreement;
  - g. A reference to a Schedule is a reference to a Schedule to this Agreement;
     and
  - h. Where a word or phrase is given a particular meaning, other parts or speech or grammatical forms of that word or phrase have corresponding meanings.

# 2. APPLICABLE LAW

This Agreement is governed by, and construed in accordance with the laws in force in the State of Western Australia from time to time.

# 3. LIABILITY OF AGENCIES

The Parties agree that a reference to the Agencies or to any one or more of the Agencies shall mean a reference to that part ("the Part") of the Agencies which operates within the Shire of Victoria Plains. The covenants, terms and conditions of this Agreement shall be binding on the part only and shall not be binding upon any other part of the Agencies which may operate in any other part of Australia.

# 4. ENTIRE AGREEMENT

This Agreement -

- a. Constitutes the entire Agreement between the parties; and
- Supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing.

# 5. LICENCE TO USE

- 5.1 In consideration of the Agencies paying the rent specified in Schedule 1, (if demanded by the Shire of Victoria Plains), the Victoria Plains Council grants the Agencies the right to use the Joint Facility in accordance with this Agreement.
- 5.2 This Agreement commences on the relevant date specified in Schedule 1 and expires on the relevant date specified in that Schedule.
- 5.3 This Agreement permits the Agencies to use the Joint Facility in accordance with the Lease held between the Shire of Victoria Plains and the New Norcia Community. (Schedule 8)

# 6. JOINT AND EXCLUSIVE AREAS

- 6.1 Each Agency is entitled to exclusive use of the areas designated for that Agency in Schedule 3.
- 6.2 All parties agree to use the joint area, as designated in Schedule 3, and in accordance with the determinations of the management committee.

# 7. MANAGEMENT COMMITTEE

7.1 A Management Committee shall be formed to oversee the operation of the Joint Facility in accordance with the lease between the Shire of Victoria Plains and the New Norcia Community and Schedule 2 and under Section 5.8 of the Local Government Act.

- 7.2 The Management Committee shall determine it's own procedure other than for those rules laid down in relation to meetings procedure and elections and other matters as listed in Schedule 2.
- 7.3 The Management Committee shall be responsible for the performance of the following functions and shall have the necessary power to perform those functions
  - a. To manage and maintain the Joint Facility and Site;
  - Subject to the provisions of the agreement, to determine the use for and the periods during which each of the parties may use the joint area of the Joint Facility;
  - c. To pay the cost of all services and utilities incurred on or in respect of the Joint Facility excepting land rates and insurance (including building, fixtures and fittings and public liability in respect to Council operation), which are to be met by the Shire of Victoria Plains;
  - d. To pay all insurances associated with the operation of the Agency or Agencies except as identified in sub-clause 7(3)(c).
- 7.4 The parties agree to pay all amounts (if any) as determined by the Management Committee in accordance with this Agreement as payable by that party.
- 7.5 Membership of each Organisation shall not be affected by this Agreement with each Agency maintaining their own separate identity and operating practices.
- 7.6 The Management Committee shall not commit major expenditure of funds by any one or more of the Agencies without the written consent of such Agency.

#### 8. AGENCY OBLIGATIONS

Each of the Agencies agree to perform their duties and exercise their power in accordance with their present rules, regulations and responsibilities. Such obligations will include accepted health and safety procedures.

#### 9. SERVICES MAINTENANCE AND REPAIRS

The Parties agree to contribute to the cost of cleaning, maintaining and repairing the Joint Facility in the manner specified in Schedule 5.

#### 10. ALTERATIONS AND EXTENSIONS

- 10.1 The Parties agree that the Shire of Victoria Plains on behalf of one of the parties, may alter the internal layout or the external walls of the Joint Facility, or alter the landscaping of the grounds of the Joint Facility only if -
- a. All Agencies agree in writing to the alteration or extensions;
- b. The Management Committee agrees in writing to the alteration or extensions.
- c. The party concerned agrees to pay for the modification or extensions.
- d. The New Norcia Community has given prior approval for such work as required in the lease between the Shire of Victoria Plains and the New Norcia community.

- 10.2 The Parties agree that the Shire of Victoria Plains may erect or place any new structure for the parties on the grounds of the Joint Facility only if -
- a. All Agencies agree in writing to the construction;
- The construction does not affect the operation of any one of the parties in any way;
- c. The purpose of structure or construction is compatible with the aims and objectives of the existing parties.
- d. The New Norcia Community has given prior approval for such work as required in the lease between the Shire of Victoria Plains and the New Norcia Community.

#### 11. DISPUTE AS TO USE

- 11.1 In the event of a dispute arising over the use of the Joint Facility or over any other matter in relation to the Joint Facility the following procedures shall apply -
- The matter shall be referred within seven (7) days and in writing to the Shire of Victoria Plains, with a copy being sent to the Management Committee for it's determination;
- b. If the aggrieved party/ies are not satisfied with the Shire of Victoria Plains determinations, the matter shall be referred to a committee comprising one representative from each of the head centre of the Agencies and one representative from the Shire for their consideration;
- c. If the matter is still in dispute the matter will proceed to a Local JP, appointed by the Management Committee, for his/her determination or failing such appointment within 7 days of the decision of the committee referred to in sub-clause 11.1(c) a JP to be appointed upon the request of any of the Parties by the President for the time being of the Law Society of WA.
  - 11.2 Any decision under clause 11.1(c) is binding on the parties to this Agreement.

#### 12. COMPLIANCE

- 12.1 Each of the parties agree to comply, at it's and their own expense, with all statues, and all regulations, by-laws, local law, requirements, reasonable orders and reasonable orders and reasonable directions of every municipal, public health or other public or statutory body relating to the Joint Facility or the use or occupancy thereof by the Agencies.
- 12.2 The Parties shall indemnify and keep indemnified the Agencies against -
- a. All costs involved in any compliance under Clause 12.1
- b. All claims, demands, actions, suits and liabilities of whatsoever nature and howsoever arising from any non compliance by any of the parties, their servants or agent under Clause 12.1.

#### 13. INSURANCE

The Agencies agree to take out insurance as required in Schedule 6.

#### 14 INDEMNITY AND LIABILITY

- 14.1 Each Party (the "Indemnifying Party") agrees to indemnify the other parties, their officers, servants and agents (the "Indemnified Party") against all claims, demands, actions, suits and liabilities of whatsoever nature and howsoever arising out of the Indemnified Party's use or occupation of the Joint Facility and resulting from the negligence of wilful default of the Indemnifying Party.
- 14.2 The Shire of Victoria Plains accepts no liability for any loss or damage incurred by any of the parties, it's servants or agents to any of the property of the parties, its servants and agents at the Joint Facility or the Site.

#### 15. VARIATION OR WAIVER

- 15.1 No agreement to vary or extend this Agreement, will be binding on any of the parties unless communicated in writing and signed by all parties
- 15.2 Each waiver of a breach of this Agreement must be considered independently of any other subsequent breach of this Agreement.

#### 16. TERMINATION

- 16.1 If following the conclusion of the disputes resolution process any of the parties:-
- a. Is in breach of any provisions of this Agreement that it not remedied within 30 days of receiving written notice from the Management Committee requiring the offending party to rectify the same, or;
- b. Become subject to any form of insolvency administration, the Management Committee may, without prejudice to any other right or remedy which has or may accrue, terminate this Agreement.
- 16.2 Any party may terminate this Agreement by giving the other parties twelve (12) months written notice to that effect.
- 16.3 Should any party wish to vacate the Joint Facility at any time they do not have any claim nor can it seek reimbursement for funds, whether capital or operating, already spent by that Agency on the Joint Facility.
- 16.4 A vacating party may make arrangements for another outside body or organisation to take over their right to occupy the Joint Facility subject to:
- All remaining Agencies and the Shire of Victoria Plains agreement in writing to the proposal;
- The new body or organisation not being in conflict with any of the existing Agencies;
- Any reimbursement or payment to the vacating Agency from the new body and for the remaining portion of the Lease are subject to negotiation only between those parties; and
- d. The new body or organisation agreeing to the conditions of this Agreement or any other prepared from time to time.

#### 17. SEVERABILITY

If any part of this Agreement is held or found to be illegal or unenforceable then that part -

- a. Will be served from this agreement, and;
- b. Will not affect the continued operation of this Agreement.

#### 18. NOTICES

A notice shall be given by a party to another for the purposes of this Agreement, if it is delivered or sent by pre-paid post to the address specified in Schedule 1 as the address of the other named party.

#### 19. TERM OF AGREEMENT

A term of 21 years commencing on 11 th day of May 1998 ("the commencement date"), with an option to extend agreement a further 21 years from the 11th day of May, 2019 until 11 day of May, 2040.

#### SCHEDULE 1

- St John Ambulance Australia
   New Norcia Sub Centre
   C/- Post Office
   NEW NORCIA WA 6509
- Local Bushfire Brigade established under the Bush Fires Act or Local Government Act for the New Norcia area C/- Shire of Victoria Plains PO Box 21 CALINGIRI WA 6569
- Site/Joint Facility Address Great Northern Highway NEW NORCIA WA 6509
  - 4. Agreement Commencement Date: 11 th May 1998.
  - 5. Agreement Expiry Date: 11 th day of May 2019 with an option to renew for a further 21 years until the 11 day of May, 2040.
- \* Rental A peppercorn if demanded.

#### SCHEDULE 2

Rules for the operation of the Management committee, including elections and meeting procedures:-

#### 1. Management Committee

- 1.1 The Management Committee is formed under Section 5.8 of the WA Local Government Act 1995.
- 1.2 Membership of the Committee shall be:-
  - a. 2 representatives nominated by St John Ambulance New Norcia Sub-Centre;
  - b. 2 representatives nominated by Bush Fire Brigade of New Norcia;
  - c. 2 representative nominated by the Shire of Victoria Plains
- 1.3 The Committee shall consist of:
  - a. A chairman elected by the Committee at the annual meeting;
  - b. A secretary/treasurer elected by the Committee at the annual meeting;
  - c. 4 other members as specified in (1.2) above.
- 1.4 A quorum of the Committee shall be 4, provided that each party to this agreement is represented by at least one member at that meeting.
- 1.5 If the chairperson is unable to attend a meeting the Committee shall elect one of those members present to chair the meeting.

#### 2. Auditors

- 2.1 The annual meeting shall elect or appoint an auditor or auditors for the Committee for the next 12 month period.
- 2.2 The auditors shall examine and audit all books and accounts of the Committee at least annually or if requested by the Committee, as required.

#### Meetings

- 3.1 At least one meeting of the Committee shall be held annually in September of each year.
- 3.2 The secretary shall give at least seven (7) days notice in writing to all members of the annual meeting or any other meeting of the Committee.
- 3.3 The Agenda for the Annual Meeting shall be:-

Opening of meeting,

Apologies,

Confirmation of Minutes of Previous Meeting.

Correspondence,
Presentation of Annual Report,
Presentation of Financial Statements,
Adoption of Treasurer Report,
Appointment of Management Committee,
Election of Chairperson,
Election of Secretary/Treasurer,
General Business,
Closure.

#### 4. Voting

- 4.1 Voting of the Management Committee shall be-
- Each individual committee member shall have one vote, including the chairperson;
- b. In the event of an equality of votes the motion is lost and status quo will remain;
- c. In the event of a member being absent any agency can nominate another person to represent that agency at a meeting. In this case notification will need to be in writing and lodged with the secretary prior to the commencement of the meeting.

#### 5. Powers of the Management Committee

- 5.1 The Management Committee shall carry out the day to day running of the joint facility and shall have power to:-
- a. Administer the finances of the Committee;
- b. Appoint the banks of the Committee and control the operation of bank accounts;
- Adjudicate on all matters brought before it which in any way effect the operation of the joint facility;
- d. Shall appoint or employ a person or persons from time to time to carry out certain duties required to maintain the joint facility.

#### 6. Finance

- 6.1 All funds of the Committee shall be deposited in the accounts of the Committee at such bank as determined by the Management Committee.
- 6.2 An audited statement showing the financial position of the Management Committee shall be presented at each annual meeting of the Committee.
- 6.3 The financial year of the Committee shall commence on 1 July each year.
- 6.4 The income and property of the Committee shall be applied solely towards the promotion of the objects and maintenance of the joint facility. No portion of the income or property shall be paid, transferred or distributed directly or indirectly to members of the Committee provided that nothing shall prevent the payment in good faith of remuneration to any officer or employee of the Committee or to any person other than a member in return for services rendered to the Committee.

#### Power to Act

- 7.1 Nothing contained within the Management Agreement overrides the responsibility for members of the Management Committee to conform with the rules and regulations of the body they represent, and any obligations detailed in the primary lease with the New Norcia Community.
- 7.2 No Management Committee member may commit the expenditure of funds from the agency they represent without the authorisation being in writing from the agency concerned.

EXECUTED by the parties hereto as a Deed this	day of
1998.	

THE COMMON SEAL OF the	)
SHIRE OF VICTORIA PLAINS	)
was hereunto affixed in the presence	)
of:	)

President

Chief Executive Officer



THE COMMON SEAL of ST JOHN)
AMBULANCE AUSTRALIA WA )
AMBULANCE SERVICE (INC.) )
was hereunto affixed by authority )
of the Board and in the presence of: )

**Executive Director** 

Board Member

COMMON SOLL COMMON AND SOLL CO

Board Member

## SCHEDULE 3 JOINT & EXCLUSIVE AREAS

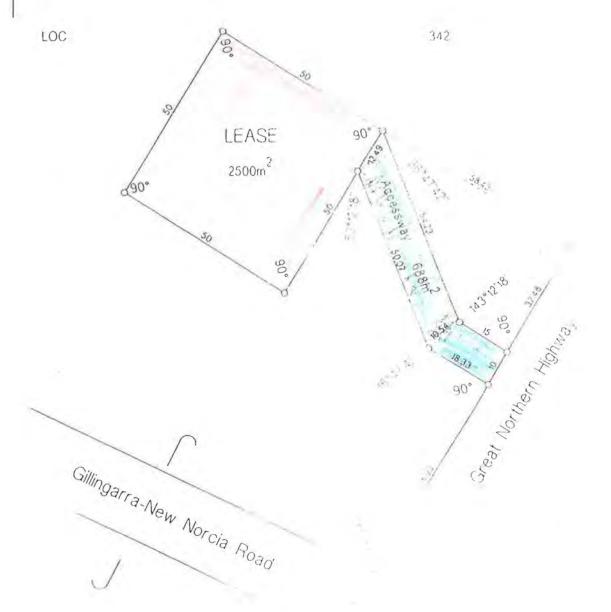
#### Joint Areas

The whole of the leased area and described in schedule 4

#### Exclusive Use Areas

Those areas delineated and designated by the Management Committee for the exclusive use of an agency for the purpose of ensuring efficient operations of the site and the facilities maintained there on.

## Schedole 4



SCALE

R.	RC	DDA	&	Co.
IUEN	SED	SURVEY	ORS	

O CHURCHILL AVENUE SUBIACO 6008

h 9381 2424 Fax 9381 1887

## LEASE FOR EMERGENCY SERVICES

EX MELBOURNE LOC 342 NEW NORCIA
CS PLAN MELB. 1 CT Vol 1240 Fol 928
Owners: The Benedictine Community of New Norcia inc.
Local Authority: Shire of Victoria Plains.

SCALE 11000	Date II July 197.
Surveyed FRRodda	Our Ref. 1462 97
Drawn BWForrest	Dwg No 18524

## SCHEDULE 5 CLEANING, MAINTENANCE & REPAIRS

Maintenance & Repairs: Shire of Victoria Plains 100%

Cleaning: 50/50 by the Agencies.

## SCHEDULE 6 INSURANCES

Each agency to this agreement shall take out insurance for;

- i) Loss/damage on the Agencies own furniture and equipment.
- ii) Public Liability for the Agencies own operations within the premises.
- iii) Workers Compensation insurance (where applicable).
- iv) public Liability insurance having a minimum cover of not less than five million dollars (\$5,000,000.00)

#### SCHEDULE 7 FUNDING ARRANGEMENT

Garage Facility and Toilets.

Bush Fires Board - \$14,629.00 increasing to a maximum of \$19,000.00 depending upon further funding by the Shire of Victoria Plains to \$19,000.00.

and

\$10,000 from the New Norcia Emergency Services (being New Norcia St John Ambulance Sub-Centre and the New Norcia Bushfire Brigade) and \$10,000 from the Lotteries Commission via St John Ambulance Service, Perth Total = \$58,000 (see attached scheme of funding)

### Budget - New Norcia Emergency Services Building

	Land	(Shire of	Victoria	Plains	lease expenses)	1
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•	Power supply to site	\$5,744
	Shed	\$18,200
	Concretor	\$6,000
	Plumbing	\$5,500
•	Site Electrical	\$8,000
٠	Building Fit Out	\$2,000
٠	Site works, road construction, site fencing	\$12,556 \$58,000

Schedole 8

-1998-

## THE BENEDICTINE COMMUNITY OF NEW NORCIA INCORPORATED ("the Lessor")

- AND -

## THE SHIRE OF VICTORIA PLAINS ("the Lessee")

# OF PART OF MELBOURNE LOCATION 342 for EMERGENCY SERVICES, BUSH FIRE BRIGADE, ST JOHN AMBULANCE SUBCENTRE and TRAINING HALL

MICHAEL, WHYTE & CO Barristers & Solicitors 41-43 Ord Street WEST PERTH W A 6005

TELEPHONE: (08) 9322 1215 REFERENCE: MHT971499 (63816-1)

#### 3.4 Investments

#### STATUTORY CONTEXT

Local Government Act 1995 -

- .6.5(a) Chief Executive Officer duty to ensure that proper accounts and records of the transactions and affairs are kept in accordance with regulations.
- s.6.9(2) interest on monies held in Trust is to be applied to the purpose of the monies held
- s.6.14 money held in trust may be invested under Trustees Act 1962 Part III

Local Government (Financial Management) Regulations 1996 -

- r.8 money from different accounts may be placed in a common investment
- r.19 control procedures for investments required
- r.19C restrictions on investments prohibited
  - deposits with institutions not authorised
  - o fixed term of more than 12 months
  - o bonds not guaranteed by Commonwealth State or Territory
  - o bonds with maturity term more than 3 years
  - o foreign currency

Banking Act 1959 (Commonwealth)

- s.5 definition of authorised deposit taking institution
- s.9(3) authority to carry on a banking business

Trustees Act 1962 -

Part III - Investments

Western Australian Treasury Corporation Act 1986

#### **CORPORATE CONTEXT**

Delegations Register -

- 3.3 – Investments

#### **POLICY STATEMENT**

#### 1. Approval to invest

Surplus funds to immediate requirements may be deposited into an authorised institution, in accordance with Local Government (Financial Management) Regulations 1996 r.8, 19 and 19C.

#### 2. Prudent Person Standard

The investment will be managed with the care, diligence and skill that a prudent person would exercise. Employees are to manage the investment portfolios to safeguard the portfolios in accordance with the spirit of this Policy, and not for speculative purposes.

#### 3. Approved Investments

Investments may only be made with authorised institutions as follows -

- a) An authorised deposit-taking institution as defined in the Banking Act 1959 (Commonwealth) section 5; or
- b) The Western Australian Treasury Corporation established by the Western Australian Treasury Corporation Act 1986.
- c) Bonds that are guaranteed by the Commonwealth or a State or Territory and which have a term not exceeding three years.

#### 4. Prohibited Investments

Investments which are not allowed are as follows -

- Deposits with an institution except an authorised deposit-taking institution;
- Deposits for a fixed term of more than 12 months;

- Bonds that are not guaranteed by the Commonwealth, State or Territory Government that have a term to maturity of more than 3 years; or
- are in a foreign currency.

#### **APPLICATION**

#### 5. Risk Management Guidelines

Investments are restricted to bank investments only. The term of the investment will be based on forward cash flow requirements to ensure investment return on available surplus funds.

#### 6. Reporting and Review

A report on the investments will be included as part of the monthly information presented to Council, listing for each investment the institution, amount, term to maturity, maturity date, amount interest rate.

Documentary evidence must be held for each investment, and details of each must be maintained in an Investment Register.

Certificates must be obtained from the financial institution confirming the amounts of investments heald on the local government's behalf as at 30 June each year, and reconciled to the Investment Register.

HISTORY	
Former Policy	6.2.1
Adopted	
-	

#### **REFERENCES**

The Local Government Act requires that money invested under the Trustees Act comply with the Regulations.

#### 3.5 Self supporting loans

#### STATUTORY CONTEXT

Local Government Act 1995 -

- s.6.20 Power to borrow
- s.6.21 Restrictions on borrowing

Local Government (Financial Management) Regulations 1996

- r.20 – When local public notice not required for exercise of power to borrow

#### **CORPORATE CONTEXT**

None

#### **POLICY STATEMENT**

1. A request to Council to raise a self-supporting loan will be considered only from community or not for profit organisations.

#### **APPLICATION**

- 2. Each request will be considered on its merits, and the organisation may be asked to provide guarantors or other acceptable security.
- 3. In the event of Council agreeing to make funds available on a self-supporting basis, Council reserves the right to control and/or to carry out any of the following
  - a) the preparation of plans and specifications for the proposed work,
  - b) the calling of tenders for the proposed work,
  - c) the preparation of the contract documents,
  - d) the letting of the contract,
  - e) sole supervision of the project,
  - f) sole authorisation of expenditure of funds for the project.

#### **HISTORY**

Former Policy 6.2.3 Adopted

#### **REFERENCES**

#### 8.20 Employee Superannuation

#### **OBJECTIVE**

To detail the arrangements and contributions the Shire will make to employee superannuation

#### STATUTORY CONTEXT

Superannuation Guarantee Contribution (Administration) Act 1992

#### CORPORATE CONTEXT

None

#### **POLICY STATEMENT**

- 1. This Policy applies to all employees whether the full-time, part-time or casual.
- 2. Employees will have freedom of choice over the complying fund that their Superannuation Guarantee Contributions (SGC) are paid into.
- 3. Employees may elect to contribute additional superannuation, either as a deduction (after tax) or as salary sacrifice (before tax).
- 4. The Shire will pay
  - a) the statutory SGC amount, and
  - b) match an employee's contribution to a maximum of 5% of the employee's gross salary; subject to the combined total contribution from the Shire not exceeding 15% of the employee's salary.

Accordingly, it should be noted that as the SGC component increases, the maximum matching contribution by the Shire will decrease once the SGC component is more than 10%.

5. Employees can voluntarily contribute more than the threshold but will not receive a further contribution from the Shire.

#### **APPLICATION**

- 6. The additional contribution and the voluntary contribution can be deposited in to the employee's fund of choice.
- 7. The superannuation default fund shall be the WA Super.

#### HISTORY

Former Policy 8.1.11

Replaced 19 September 2018 Amended

#### **NOTES**

#### 13.5 Road reserves - Closure

#### STATUTORY CONTEXT

Local Government Act 1995 -

Shire of Victoria Plains Local Planning Scheme

#### **CORPORATE CONTEXT**

None

#### **POLICY STATEMENT**

- 1. Upon application, Council will consider the permanent closure of a road reserve, if
  - a) the portion of the road reserve to be closed is isolated from other road reserves, or
  - b) if the road were to be constructed in the road reserve, it would lead to a deterioration in amenity of adjoining land (i.e.: safety, noise, dividing the property, reduced value etc).
- 2. A closure of a road reserve will not be considered where freehold titles would be left without access to a public thoroughfare.

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<b>A</b> $\Gamma$	-			

N/A

HISTORY		
Former Policy	6.2.1	
Adopted		

#### **REFERENCES**

Road closures are processed by Department of Planning, Lands and Heritage, as the land in a road reserve always remains the property of the Crown. While the Shire owns the infrastructure that is constructed on the roads reserve, and has responsibility for its management, care and control, the Shire does not own the land. When a road is to be closed, the Shire will be asked to comment in support or opposition, but does not have the final say.

#### 13.6 Private Works

#### STATUTORY CONTEXT

Local Government Act 1995 -

#### CORPORATE CONTEXT

Delegations Register -

- 3.1 Municipal Fund Incurring Expenditure
- 13.2 Things to be done on land not local government property
- 13.7 Private works/infrastructure on, over or under public land

#### **POLICY STATEMENT**

 Subject to work commitments, and the capacity to carry out the requested works, the CEO or Works and Services Manager may authorise the carrying out of private works, upon such terms and conditions as is considered appropriate.

#### **APPLICATION**

- 2. All private works require a written agreement, unless a Local Purchase Order is supplied e.g. Western Power, Telstra etc.
- 3. Private works having the potential to affect normal Shire work programs
  - a) are to be referred to Council prior to acceptance,
  - b) may have progress payments or other arrangements as determined by Council.
- 4. No hire of plant is permitted without a Shire operator.
- 5. Other private works may be carried out at the discretion of the CEO.

HISTORY	
Adopted	
•	

#### **REFERENCES**

This Policy does not authorise the hiring of minor plant and equipment to any person.

#### 14.4 Asset Management

#### STATUTORY CONTEXT

Local Government Act 1995

Local Government (Financial Management) Regulations 1996

Australian Accounting Standard 27

#### CORPORATE CONTEXT

Integrated Plans -

- Asset Management Plans and Strategies
- Long Term Financial Plan
- Corporate Business Plan

**Annual Budgets** 

#### **POLICY STATEMENT**

#### Objective

Sustainable service delivery through optimised lifecycle management of assets -

- demonstrate the local government's commitment to strategic asset management as described in framework guidelines provided to local government as part of Integrated Planning and Reporting requirements of the Local Government Act;
- provide guidance for elected members during annual budget process;
- provide guidance for staff responsible for development of asset plans and programs; and
- provide the community with a statement of intent regarding asset management.

This policy applies to -

- all who are involved in the operations, maintenance, refurbishment, renewal, upgrading and development of local government's existing and new infrastructure and other assets;
- all of the local government's assets which include physical features such as roads, drainage, buildings, parks, pathways, play grounds, plant and other assets that are not fixed in place.

#### **Principles**

The local government will procure, maintain and dispose of its assets in line with this policy and regulatory requirements.

The local government aims are to develop and implement cost-effective management strategies for the long term and strive for continuous improvement in asset management practices.

There are five core principles that this policy has regard for –

#### Principle 1: Understand the Community's Needs

Levels of service for each asset class will be detailed in line with community expectations and regulatory requirements. These levels of service will be determined-

- in words that are readily understood by the community,
- with regard to the cost of provision of these services to the desired level of service, and
- with an understanding of longer term changes necessary as a result of changing demographics within our community.

#### Principle 2: Be Financially Sustainable

The local government will develop annual asset plans and programs generated from rolling 10/20 year plans aligned to Corporate Plans, Asset Management Strategies, Long Term Financial Plan and Workforce Plan, updating each plan as necessary based on relevant decisions made.

Where relevant, consideration will be given to life cycle costs regarding decisions to renew, upgrade or procure significant assets before any decision is made.

The local government maintenance of assets shall be funded primarily from rates revenue and this shall be taken into regard when decisions are made to procure new assets. Where limits on rates funding exist, precedence shall be given to necessary maintenance activities for existing assets over proposals to procure new assets from this funding source.

The local government will continually review its stock of assets and undertake consolidation of assets where it is in the best interests of the community.

#### Principle 3: Recognise Environmental Impact

The local government will consider and amend asset programs as necessary, where practical and financially acceptable options exist for reducing energy or water consumption, reducing carbon impact, reducing consumption of non-renewable resources and preserve or enhance the environment in which we live.

Improvements in our asset management systems will be undertaken to ensure measuring and monitoring of consumption of resources are in place to better understand the implications for long term asset management.

#### Principle 4: Continuous Improvement

Asset management processes will be developed that include a systematic approach to planning, implementing, reviewing and modifying asset management activities to improve the efficiency and efficacy of the overall system.

Processes will be developed to ensure that the local government is aware of contemporary asset management practices and that staff and service providers undertake continuous improvement

#### Principle 5: Public and Staff Safety

All facets of the asset management process will have a risk based approach to designing and undertaking each stage of the process to ensure public and staff safety is not compromised.

#### **APPLICATION**

As there is a substantial investment in assets, the local government will endeavour to meet the service needs of the community, in a manner that does not place undue economic, social or environmental burden on future generations. Decisions relating to the provision and management of public infrastructure shall reflect the local government's core values, statutory responsibilities and accountability to the community.

To achieve this, the local government will -

- 1. Ensure that appropriate infrastructure and other assets are acquired, maintained and renewed to meet the needs of current and future stakeholders, at equitable intergenerational cost.
- 2. Undertake a critical review of the need for that asset.
- 3. Take into account **whole of life** costs associated with asset ownership when considering proposed capital investment or other related expenditure, including upgrade and renewal works.
- 4. Quantify and communicate the true cost of operating and maintaining assets, as a basis for setting service level standards and making informed decisions on asset purchase, maintenance and renewal.

- 5. Consult with key stakeholders to establish agreed service standards that reflect community expectations and willingness / propensity to pay.
- 6. Implement appropriate business practices and procedures to ensure that infrastructure and other assets are operated, maintained and renewed in accordance with agreed standards, at lowest **whole of life** cost to the community.
- 7. Where appropriate, engage the private sector and Government agencies to explore opportunities for alternative "non-asset" service delivery solutions, including public private partnerships and integrated / shared servicing arrangements.
- 8. Ensure that statutory and legal obligations with respect to the operation and maintenance of public infrastructure and other assets are effectively met, particularly with regard to public safety and security.
- 9. Continually seek opportunities for multiple use of assets.
- 10. Provide appropriate asset data and reporting to meet the needs of the end users/key stakeholders.
- 11. Develop and implement long term Asset Management Plans as determined by the CEO, for the key asset classes
  - a) Transport assets roads, paths, bridges, culverts, drainage, airport, street furniture etc.;
  - b) Property assets buildings, freehold land and associated ancillary infrastructure;
  - c) Recreation assets parks, ovals, reserves, gardens, playgrounds etc.;
  - d) Plant and equipment vehicles, tools, plant and machinery, information technology and communications equipment etc.
  - e) Portable and attractive assets in accordance with the *Local Government (Financial Management) Regulations* 1996 r.17B; and
  - f) Other classes as deemed appropriate or necessary
- 12. Develop and implement an Asset Management Improvement Strategy detailing proposed business improvement actions and projects aimed at enhancing organisational effectiveness with respect to the management of assets.

HISTORY	
Adopted	

#### REFERENCES

**Asset**, for the purposes of this policy, includes a physical component of a facility which has value that enables services to be provided and has an economic life greater than 12 months.

#### WHEATBELT NORTH REGIONAL ROAD GROUP

Comprising Avon, Kellerberrin, North East and Moora Sub Groups

#### WHEATBELT SOUTH REGIONAL ROAD GROUP

Comprising Hotham-Dale, Lakes, Narrogin and Roe Sub Groups correspondence to RRG Secretariat, Main Roads WA PO Box 333 NORTHAM WA 6401

#### **Briefing Note:**

## Wheatbelt Secondary Freight Route

August 2018

#### **OVERVIEW**

The Wheatbelt Secondary Freight Route (WSFR) network in the Main Roads WA Wheatbelt region comprises some 4,400km of Local Government managed roads that connect with State and National highways to provide access for heavy vehicles into the region. These roads are intended to enable large, high productivity trucks safe and cost effective access to business. The WSFR project is developing a business case, with the supporting evidence and documentation required, to seek the addition of a program of road improvements across the network be added to the Infrastructure Australia Priority List.

#### WSFR WORKING GROUP

The project is being driven by local government authorities associated with the Regional Road Groups of the Wheatbelt Region. The project is intended to support and contribute to other work being undertaken by Main Roads WA, the Department of Transport and the Department of Primary Industries and Regional Development that is considering strategic transport investments across the agricultural regions through the Revitalising Agricultural Regional Freight (RARF) project.

A project Working Group has been established consisting of representatives from the following organisations:

- Wheatbelt North Regional Road Group (WN RRG)
- Wheatbelt South Regional Road Group (WS RRG)
- WA Local Government Association (WALGA)
- Regional Development Australia Wheatbelt (RDA-W)
- Main Roads WA-Wheatbelt Region (MRWA-WR)
- Wheatbelt Development Commission (WDC)



The project has been encouraged by indications from the Federal Government that they are keen to receive well developed business cases for investment in nationally significant supply chains, with the Working Group

developing the Wheatbelt Secondary Freight Routes project. Secondary Freight Routes connect with State and National highways, providing access for heavy vehicles into the region, allowing trucks safe, cost effective access to businesses.

#### GOAL - INFRASTRUCTURE AUSTRALIA INFRASTRUCTURE PRIORITY LIST

The immediate goal is the inclusion of the WSFR project on the Infrastructure Australia Infrastructure Priority List (IPL), which is a prioritised list of nationally significant investments. It provides decision makers with advice and guidance on specific infrastructure investments that will underpin Australia's continued prosperity. Infrastructure Australia is seeking submissions for the next update of the Infrastructure Priority List, which will be published in February 2019.

The long term goal is to obtain funding support from the Federal Government for a broadly estimated, \$500 million capital works program over 10 - 20 year timeframe to bring the network up to a fit for purpose standard for current and anticipated future needs. In order to be considered for this list Infrastructure Australia require a Stage 4 Business Case submission.

Led by the Wheatbelt North and Wheatbelt South Regional Road Groups, work is underway to secure the funds needed to do the work required to formally submit the Wheatbelt Secondary Freight Routes proposal for consideration by Infrastructure Australia. RDA Wheatbelt (RDAW) have provided seed funding of approximately \$80k to support project scoping with the aim of securing the \$2 million to \$5 million (depending on the findings) needed to development an investment ready business case. The project development costs are likely to be of the order of 1% of the final investment.

To be confident that sufficient funds are available before starting the detailed planning, engineering and costing, preliminary data has been collected from Local Governments concerning roads that have been identified as part of the network. These works constitute components associated with the development of Stages 1 and 2 of Infrastructure Australia's IPL submission process.

The WSFR Working Group proponents are currently investigating funding options for funding the Stage 4 IPL submission of up to \$5M. This has primarily sought State Government support of \$1.25 million cash through the Leverage Fund, administered by the Department of Primary Industries and Regional Development, conditional upon Federal cash support of \$3.5 million through an application to the Building Better Regions Fund and Local Government cash and in-kind support of \$350,000. These funds will be utilised to prepare complete and compliant Stage 1 to Stage 4 submissions to Infrastructure Australia. If successful, this will result in the project being added to the Infrastructure Priority List, facilitating conversations with the Federal Government for capital funding contributions.

# AUSTRALIAN FEDERAL GOVERNMENT — INQUIRY INTO NATIONAL FREIGHT AND SUPPLY CHAIN PRIORITIES

The Federal Government has announced the Roads of Strategic Importance (ROSI) initiative. The aim of this initiative is to implement actions that address findings from the Inquiry into National Freight and Supply Chain Priorities.

The Federal Government has allocated \$3.5 billion over the next decade through the new Roads of Strategic Importance (ROSI) initiative, to ensure key freight roads efficiently connect agricultural and mining regions to ports, airports and other transport hubs.

The Major Project Business Case Fund will also provide an Australian Government contribution towards planning and business case development on projects with clear strategic merit. The Fund will facilitate earlier Australian Government engagement in the project planning stage to ensure broader Commonwealth objectives are considered as projects are developed. \$250M has been allocated towards planning and business cases development works on projects across the country, as priorities are identified through ongoing consultation with state and territory governments.

In July 2017 RDA Wheatbelt of behalf the Wheatbelt RRG submitted a full paper to the National Freight and Supply Chain Priorities Inquiry (July 2017 RDA Wheatbelt Inc Submission to the Inquiry into National

*Freight and Supply Chain Priorities*), which discusses the various issues in relation to the need for the WSFR project to receive priority.

This paper outlined the fundamental issues that will be addressed by this project are the growing and changing freight task, consolidation of grain receival facilities, increasing use of larger vehicles, pressure to increase supply chain productivity, poor road safety outcomes and the lack of available capital to meet requirements.

The efficiency of supply chains serving industries in the Wheatbelt region is determined by the performance of the weakest link. Failure to maintain and improve productivity of the secondary freight network will reduce the international competitiveness of the Wheatbelt agricultural sector, which underpins employment and economic activity in the region. Transport links need to be addressed if the production of this sector is to be supported.

# WA STATE GOVERNMENT — DEPARTMENT OF TRANSPORT: REVITALISING AGRICULTURAL REGIONAL FREIGHT PROJECT

Separately Western Australian Department of Transport (DoT) in association with Department of Industry and Regional Development (DPIRD) and Main Roads WA are developing a strategy and investment proposals to support improvements to freight related infrastructure in the agricultural regions. The project team is working to ensure that the need for investment in Local Government roads (secondary freight routes) is reflected in the analysis to ensure these don't remain the weakest link in the supply chain.

The WSFR Working Group has submitted a draft submission to the RARF project which outlines the process undertaken so far as part of the WSFR project, route identification, data collection, project scoping and costing, business case development and initial route prioritisation. This submission is on behalf of all local governments associated with the Wheatbelt RRG. It focuses on the priorities of local government roads within the region.

WSFR Working group will continue to work with MRWA WR and WDC as part of the RARF project consultation, and see this consultation as ongoing throughout the course of 2018 and beyond. The WSFR is representative of the views of all Wheatbelt local governments through the RRG, will be the key local government consultation point for the RARF Project. The Committee through its membership is in regular consultation with both MRWA WR and WDC, as part of our project development.

#### PROPOSED BUDGET AND FUNDING OPTIONS

The draft budget and potential funding options are summarises as follows:

Capital Cost	\$500M	Details
Planning Cost	\$5M	~1% of capital cost
Federal Govt	\$3.5M	BBRF - requires co-contribution; or Major Project Business Case Fund
WA State Govt	\$1.25M	DPIRD Leverage Fund DoT – RARF
Local Govt	\$250K	Approx \$6K each from 42 LGAs

Feedback from DPIRD regarding the Leverage Fund application of \$1.2M by RDA-Wheatbelt on behalf of WSFR, was that the application was considered better suited for MRWA consideration and to link into with the current RARF project work given the significant alignment between the two sets of work. It was recommended that the WSFR Working Group continue to pursue their relationship with DoT and MRWA to ensure the requirements of the WSFR are adequately included in the RARF activities. The WSFR Working Group has

continued on-going discussions and consultation with RARF via Main Roads WA-WR and WDC as directed by DPIRD.

#### **ADVOCACY AND CONSULTATION**

The working group is continuing to use every opportunity to promote and seek support for the proposal with stakeholders, the community and political leaders at Federal and State level. It will be helpful if Local Governments can support this effort. The way in which this is done will depend on the audience and the key issues in your area. However, the common messages are:

- 1. Industry and jobs depend on an efficient supply chain in order to remain internationally competitive;
- 2. The supply chain is only as strong as the weakest link, which are typically the connections to the major highways;
- 3. The size, weight and productivity of trucks has increased and is expected to continue to do so;
- 4. The road freight task has increased and is expected to continue to do so;
- 5. Local Governments in the Wheatbelt Regions are spending more than \$100m per year maintaining roads. To make this expenditure more efficient, some roads need to be upgraded to a higher standard as they were not designed for the purposes for which they are now used;
- 6. This proposed project is a step change for a defined network. Once delivered it will contribute to lower freight costs, lower road network operating costs and a safer road network.

At the Federal level Ministers Corman and Porter as well as Members Melissa Price and Rick Wilson have received a briefing. At the State level, Ministerial advisers and senior department staff have been briefed and discussions held with local members Darren West and Mia Davies.

State support for an application to Infrastructure Australia will be critical. The project team is seeking to ensure that this work supports and is supported by other project work being undertaken by the Department of Transport in conjunction with Main Roads WA and the Department of Primary Industries and Regional Development analysing strategic freight issues. It also builds on work completed in 2017 looking specifically at the agricultural lime freight task.

A summary of consultation undertaken is as follows:

Organisation	Personnel	Details
Local Govt	42 LGAs RRG WN and WS	Project scoping Data collection Technical Representatives
Federal Govt	McCormack and McVeigh Ministers Corman and Porter Members Melissa Price and Rick Wilson RDA Wheatbelt	Advisor Briefing Teleconference Summary Documentation
State Govt	DPIRD - Minister MacTiernan DoT – Minister Saffioti RAFT MRWA WR WDC	State Leverage Fund – requested \$1.25M RARF Submission In-principle support Communication conduit
Industry	CBH Ag Lime WA	Match priority routes Lime Strategy
Infrastructure Australia	Nicole Lockwood (Director)	Advice on IA Stage 3 – 4 submission Assistance at each step
Freight and Logistics Council	Kellie Houlahan (Policy Adviser)	Conduit to State Govt

# AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION - NATIONAL LOCAL ROADS AND TRANSPORT CONGRESS

In November 2017 Cr Ricky Storer, President of the Shire of Koorda and Chair of the WN RRG, delivered a presentation outlining the proactive, collective approach of Wheatbelt Councils to the regional freight challenges and the outcomes that would result from investment in secondary freight routes in the Wheatbelt at the Australian Local Government Association National Local Roads and Transport Congress. The Hon Darren Chester, Minister for Infrastructure and Transport as well as Acting Minister for Regional Development and Local Government delivered a presentation during the same session which was attended by a number of senior Federal Government officers and more than 200 Local Government delegates from around Australia.

#### **PROJECT METHODOLOGY**

Over the last 2 years 42 Local Government authorities across the Wheatbelt region have collaborated to identify priority routes across the Secondary Freight Network and have also participated in a technical data collection process led by the Shire of Dandaragan to estimate costs, preparation of a business case and a cost benefit analysis of the work to be undertaken. The in-kind investment by Local Government to date, facilitated through the RRG, is estimated to be well in excess of \$750,000.

The work flow is currently nearing the end of Phase 2 and seeking resources to support Phase 3. No capital funding request can occur without Phase 3 being completed (a requirement of the Federal funding processes for capital projects over \$100m).

Two workshops were undertaken in March 2018 that reviewed the road and traffic data available. The Technical Representatives from each of the Regional Road Group Sub-groups were invited to participate in these workshops, along with Main Roads WA staff and other stakeholders. The workshops provided direction to the consultants that have been commissioned by RDA Wheatbelt to prepare the funding submission for Building Better Regions Fund.

Phase 1 complete (\$433,522) 2 year consultation and agreement as to the priority routes across the network Phase 2 Underway (\$233,980) collection of technical data, estimated costing, baseline business case and CBA Phase 3 (\$5,100,000) full engineering design works, costing to an Infrastructure Australia standard. Completed IA applciation.

Capital Funding Request to Federal Government

#### Phase 1: Scoping

- 1. Assessment of the condition of the existing road network (based on available data supplemented with consultation and field investigations) covering the identified secondary freight network.
- 2. Development of transport modelling to inform scope and design criteria.
- 3. Development and agreement as to the scope and standards required across the 80+ routes.
- 4. Development of concept design to facilitate a P50 cost estimate for the 80+ routes (including methodology to determine costings across a large road network with limited data).
- Assessment and prioritisation of routes for a program of delivery including supporting justification for costs and benefits within a business case framework.

The cost estimating process for this phase will require input from a number of disciplines including the following consultants;

- geotechnical
- environmental
- consultation
- transport and traffic engineering
- civil engineering

#### Phase 2: Preparation of Business Case and BBRF application

This phase is used to undertake the work required to compile the evidence and complete the business case to support the submission for the required funding amount (determined from Phase 1). Completion of this Phase is subject to finalisation of the required co-contributions based on the figure calculated in Phase 1.

RDA Wheatbelt is providing seed funding for this Phase to be completed subject to the agreement of RRG North and South in relation to meeting the required minimum co-contribution level. The required co-contributions are set by the Federal Government based on the physical location of the benefit of the project. For areas classified as Remote or Very Remote the required co-contribution is 25% of the project amount (i.e. \$1 for every \$3 of grant funding). For other classifications it is \$1 for \$1.

Tasks to complete Phase 2 include the following:

- 1. Undertake problem definition and needs assessment
- 2. Develop opportunity statement based on potential benefits of the project
- 3. Quantify benefits of undertaking the work against the following areas:
  - a. Criteria 1: Economic Benefit
  - b. Criteria 2: Social Benefit
- 4. Provide Input as necessary into the following areas
  - a. Criteria 3: Value for Money
  - b. Criteria 4: Project Delivery
- 5. Collation of business case and supporting evidence for inclusion in BBRF application.

#### **PROJECT SCOPING**

This process has been an excellent example of a large number of local governments (42) working together on a common strategic regional priority. To date, local government staff has provided a large amount of information and data in an in-kind capacity. The key undertakings of the project so far are:

- Identification of nominated WSFR roads based upon a simple criteria developed by RRG with routes that:
  - i. Listed on Roads 2030.
  - ii. Regional Distributor that connects Regional Centres or major freight generating locations.
  - iii. Parallel routes not to be closer than 20km apart.
  - iv. Route not to duplicate or replace existing freight routes on State or National Highways.
  - v. Routes serving significant recent increases in regional freight that is anticipated to be sustained.
- 2. Determination of basic project framework and minimum design standards.
- 3. Road condition assessment of all identified roads across 42 local governments against minimum design standards.
- 4. High level scope of works and order of magnitude costs for upgrades required.
- 5. A summary of data collection and assessment across the 42 local of governments for both Wheatbelt north and south is:

	Route Length (km)	Proposed Works (km)	Proposed Length (%)	Indicative Costs (\$)
Wheatbelt North	1,608	1,134	71	\$ 197,000,000
Wheatbelt South	2,729	1,717	63	\$ 296,000,000
TOTAL	4,337	2,851	66	\$ 493,000,000

#### **BUSINESS CASE**

The WSFR engaged economic consultant, Pracsys, to develop a BBRF business case for the planning and staging prioritisation of the secondary freight routes. This planning work will inform the strategic allocation of road capital works funding provided to LGAs in the region, identifying the economically optimal sequence for developing the network and ensuring that roads are designed and constructed to an optimal standard from a 'whole-of-life' asset management perspective. If successful, BBRF funding will allow for the development of a detailed scope of works that will form the basis for a subsequent submission for Infrastructure Australia funding. It will therefore be important to consider the benefits associated with both the initial planning stage, and broader project, within the BBRF Business Case.

The methodology was divided into two components:

- 1. Phase 1: Estimating Benefits High Level at an IA IPL submission level and for the BBRF proposal It is recommended that a Benefit Cost Ratio (BCR) of at least 1.2 be targeted as lower levels are unlikely to attract funding under the BBRF. In addition, a \$30 million impact threshold applies to IA funding applications. This phase will be used to understand and produce high level estimates of project benefits, informing a 'go/no go' decision for phase 2.
- 2. Phase 2: Developing a BBRF CBA and Business Case Based on the outcomes of Phase 1, document a concise Cost-Benefit Analysis and Business Case in support of the BBRF submission.

#### **Estimating Planning Benefits**

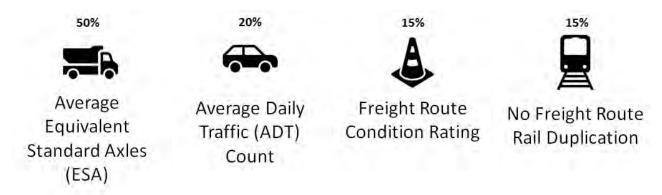
The benefits attributable to the Wheatbelt secondary freight routes prioritisation planning process were outlined and in turn used to provide a preliminary prioritisation of works for internal review. Benefits were calculated where possible, however some benefits are unquantifiable, and other benefits are best left for indepth quantification in the detailed planning phase. The methodology included:

- Investigate plausible project benefits and compare to typical costs
- Apply assumed BCRs to hypothetical 100km works segments (over 5 to 10 years)
- Conduct comparison of net benefit using scenarios
   Scenario A: Conduct works without strategic planning using randomised project sequence
   Scenario B: Conduct works based on strategic planning using an optimised project sequence

The detailed planning exercise is expected to achieve a benefit in the order of \$20 million based solely on the benefits gained from freight route prioritisation.

#### **Initial Prioritisation System**

The WSFR were evaluated on a route-by-route basis to give an early indication of their relative upgrade priorities. The evaluation conducted was a Multiple Criteria Analysis (MCA) assessing the following criteria weightings – this may be added to in future:



Attachment 1 shows a the initial first draft of the staging plan and prioritisation process. This will evolve as further planning is undertaken and additional data collected.

#### PROPOSED DELIVERY METHODOLOGY

The Working Group is currently investigating a number of delivery methods for the development of the IA Stage 4 submission. These will largely be dependent upon the level of funding available. The options considered include complete outsourcing of the project, or a collaborative delivery method undertaken by the RRG and its associated LGA staff with various levels of support from consultants and/or Main Roads WA staff. The more collaborative model provides the opportunity to utilise the technical skills of staff within the region that have the greatest understanding and knowledge of the road network and its associated issues. It also allows for collaboration amongst all stakeholders and working party members, as well the opportunity for information sharing, capacity building and upskilling. The latter approach would entail local government and state government agency staff working together to deliver a project with regional benefits.

The proposed delivery options are:

#### Option A - Fully Funded - Consultant Delivery

- \$5M
- Technical Consultant
  - Full project delivery
  - Target greater number of routes
  - Wider scale technical input
- Local Government
  - Project Management
  - Input from Technical Working Group
- MRWA
  - Technical Support
  - Review

#### Option B - Partially Funded - RRG Delivery

- \$1M \$5M depending upon funding levels
  - LGA project team could be funded or In-kind.
  - MRWA FTE
  - WDC FTE
- LGA Project Delivery Team
  - LGA Driven
  - Technical Working Group
  - Project Delivery Team
  - Technical Consultant
- Technical Consultant
  - Funding used for specific technical purposes
  - Targeted technical input
  - Prioritised routes
  - Economic assessment and business case development

#### IMPLICATIONS FOR LOCAL GOVERNMENT

The in-kind support from staff and Councillors at 42 Local Governments who have provided data so far is greatly appreciated.

- Road Group Sub Groups have undertaken ongoing consultation via the Sub-groups and Technical Representative regarding outcomes being requested through this project to ensure they properly reflects the needs of LGAs in progressing the WSFR network. It would be of value if each Shire could ensure their representative receives these monthly updates (you can add them to the mailing list through admin@rdawheatbelt.com.au)
- 2. Cash Co-contributions are requested from LGA with a contribution of \$6,000 per local government being requested to provide an overall contribution of \$250,000 across the 42 LGA. It is requested that these funds come from 2018/19 budgets and request each LGA to draft an Agenda Item August or September Council Meetings
- 3. Shire of Dandaragan will be undertaking the project management role for this application (should it proceed) on behalf of all 42 local governments (thankyou Dandaragan).
- 4. It is still the intention to seek other forms of co-contribution for this project as outlined.
- 5. The Working Group will continue to work towards the development of a Technical Working Group and Project Delivery Team. It will seek to identify potential resources for these roles through the RRG and nominations via Sub-groups and their respective LGAs. Positions within these groups may be either funded or in-kind depending upon funding available or the ultimate delivery methodology.