



28 MAY 2013

ORDINARY MEETING

MINUTES

CONTENTS

| | |
|---|------------|
| 1. OPENING | 1 |
| 2. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE | 1 |
| 2.1 Members Present..... | 1 |
| 2.2 Staff In Attendance | 1 |
| 2.3 Observers And Visitors | 1 |
| 2.4 Apologies and Approved Leave of Absence | 1 |
| 2.5 Condolences | 1 |
| 3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE | 1 |
| 4. PUBLIC QUESTION TIME | 1 |
| 4.1 Mr Walter MacMillan | 1 |
| 5. APPLICATIONS FOR LEAVE OF ABSENCE | 1 |
| 5.1 Cr Shaw | 1 |
| 6. DECLARATIONS OF INTEREST | 1 |
| 6.1 Item 12.5 – Cr Ridgway – Beverley CRC Feasibility Study | 1 |
| 7. CONFIRMATION OF MINUTES | 2 |
| 7.1 Minutes Of The Ordinary Council Meeting Held 23 April 2013..... | 2 |
| 7.2 Minutes Of The Local Emergency Management Committee Meeting | 3 |
| 8. TECHNICAL SERVICES | 6 |
| 9. PLANNING SERVICES | 7 |
| 9.1 Amendment of the Shire of Beverley Town Planning Scheme No. 2 | 7 |
| 10. BUILDING SERVICES & ENVIRONMENTAL HEALTH SERVICES | 20 |
| 11. FINANCE | 21 |
| 11.1 Monthly Financial Report | 21 |
| 11.2 Accounts Paid by Authority | 34 |
| 11.3 Draft 2013/14 Budget – Community Grant Pool..... | 46 |
| 11.4 2012/13 CLGF Submission | 48 |
| 12. ADMINISTRATION | 51 |
| 12.1 Use of the Common Seal..... | 51 |
| 12.2 Licence Agreement – Beverley Station Arts Inc. | 53 |
| 12.3 Volunteer Bush Fire Brigade Administration Guidelines | 77 |
| 12.4 2013 WALGA Annual General Meeting – Voting Delegates | 97 |
| 12.5 Beverley Community Resource Centre Feasibility Study | 99 |
| 12.6 2012/13 CLGF Regional – Shire of Quairading Project Revision..... | 102 |
| 12.7 Welfare Liaison Officer – LEMC Meeting Minutes..... | 107 |
| 13. NEW BUSINESS ARISING BY ORDER OF THE MEETING | 109 |
| 13.1 WA Sheep Dog Association Request For Sponsorship | 109 |
| 14. CLOSURE | 109 |

1. OPENING

The Chairperson declared the meeting open at 2:07pm

2. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 Members Present

| | | |
|-----------------|-----------|------------|
| Cr DJ Ridgway | President | South Ward |
| Cr JD Alexander | | North Ward |
| Cr BM Foster | | West Ward |
| Cr P Gogol | | North Ward |
| Cr KM Murray | | North Ward |
| Cr LC Shaw | | West Ward |
| Cr DC White | | South Ward |

2.2 Staff In Attendance

| | |
|----------------|---------------------------------------|
| Mr SP Gollan | Chief Executive Officer |
| Mr SK Marshall | Deputy Chief Executive Officer |
| Mr BS de Beer | Shire Planner (from 2:16pm to 2:39pm) |
| Mrs A Lewis | Executive Assistant |

2.3 Observers And Visitors

Nil

2.4 Apologies and Approved Leave of Absence

| | | |
|--------------|------------------|-----------|
| Cr CJ Pepper | Deputy President | West Ward |
|--------------|------------------|-----------|

2.5 Condolences

The Shire of Beverley offers its condolences to the family of:

| | | |
|-------|-------|-------------|
| BUISE | Frank | 15 May 2013 |
|-------|-------|-------------|

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

4. PUBLIC QUESTION TIME

4.1 Mr Walter MacMillan

Mr Walter MacMillan asked the whereabouts of a dog called "Rab". Cr Ridgway advised Mr MacMillan that the case had gone before the State Administrative Tribunal and had been dismissed. There for the Council has declared the matter closed.

5. APPLICATIONS FOR LEAVE OF ABSENCE

5.1 Cr Shaw

Cr Shaw applied for leave of absence for the June 2013 and July 2013 Meeting.

6. DECLARATIONS OF INTEREST

6.1 Item 12.5 – Cr Ridgway – Beverley CRC Feasibility Study

Cr Ridgway declared an interest affecting impartiality.

7. CONFIRMATION OF MINUTES

7.1 Minutes Of The Ordinary Council Meeting Held 23 April 2013

OFFICER'S RECOMMENDATION

That the Minutes of the Ordinary Council Meeting held Tuesday 23 April 2013 be confirmed.

COUNCIL RESOLUTION

M1/0513

Moved Cr Gogol

Seconded Cr Foster

That the Minutes of the Ordinary Council Meeting held Tuesday 23 April 2013 be confirmed.

CARRIED 7/0

7.2 Minutes Of The Local Emergency Management Committee Meeting Held 14 May 2013

1. MEETING COMMENCEMENT

The Chairperson declared the meeting opened at 3:25pm.

2. ATTENDANCE AND APOLOGIES

Attendance

| | |
|--------------------|---|
| Cr Dee Ridgway | Shire President (Chairperson) |
| Mrs Yvette Griggs | Community Emergency Management Officer |
| Ms Anne Coin | Beverley Hospital |
| Mr Justin Corrigan | Community Emergency Services Manager |
| Mr Norm Ireland | Beverley District High School |
| Mr Steve Gollan | Shire of Beverley Chief Executive Officer |
| Mrs Ali Lewis | Executive Assistant |

Apologies

| | |
|------------------|-----------------|
| Mr Sven Anderson | DFES |
| Mrs Julie Brown | DCPFS |
| Mr Darrell Hagan | Beverley Police |

Observer

Nil

3. CONFIRMATION OF MINUTES OF MEETING HELD 12 FEBRUARY 2013

Moved: Yvette Grigg

Seconded: Norm Ireland

That the Minutes of the Local Emergency Management Advisory Committee Meeting held in the Council Chambers on Tuesday 12 February 2013, as printed, be confirmed.

CARRIED 5/0

4. MATTERS ARISING (AND UPDATE)

Nil

5. GENERAL BUSINESS

5.1 LEMC Contact List

The Committee agreed that the Committee Members Contact List will need to be updated with new contacts and distributed. Everyone on the Committee should have a proxy in case they are unable to attend a meeting.

5.2 Local Emergency Management Exercise Debrief

The feedback from the Local Emergency Management Exercise held in April has all been positive. The only criticism would be that the second half of the exercise was rushed and time became a problem. The next exercise should allow more time for the exercise to be completed.

Debrief of Key Lessons Learnt:

Understanding around the formation of an Incident Support Group and the role of those agencies who attend.

The group learned the first person on the scene is the Hazard Management Agency (HMA) until relieved by someone with more authority. Knowing the chain of command will be essential.

Understanding of some of the practical challenges that may be experienced in the first stages of a major emergency. Including communicating with the community.

Practical challenges included lack of power and communication methods within the community.

Challenges that may be faced in evacuation.

Members of the community with special needs, medication, pets etc
Communication will be vital.

Membership of the recovery committee, and some key roles and functions. Importance of recovery coordinator.

Recovery Committee are the core members around the CEO being the Deputy CEO and Manager of Works.

Locations for the Emergency Control Centre (ECC) and Incident Support Group (ISG) to meet have not been adequately identified.

ECC – DFES Building

ISG – Shire of Beverley

ISG – usually meet twice a day with the HMA

Importance of communication/public information and some challenges in disseminating this.

Open communication with the Community will be vital and a Communication Plan that everyone knows and understands needs to be developed.

5.3 LEMC Training Schedule

After each Committee meeting a training workshop will be held. Justin Corrigan will organise each session. The next training workshop will focus on Recovery.

5.4 LEMC Business Plan

Justin Corrigan is currently developing the Business Plan. It includes what we have achieved in the last 12 months and what is planned for the future. The Business Plan is due in July 2013.

5.5 Local Emergency Management Committee Member Updates

Yvette Grigg advised that WALGA are running introductory LEMC training courses available to anyone who is on the committee. Cost is \$250 per person and very worthwhile.

6. NEXT MEETING

The next meeting of the Committee will be held on Tuesday 13 August 2013.

7. CLOSURE

There being no further business the Chairperson declared the meeting closed at 4:30pm.

OFFICER'S RECOMMENDATION

That the Minutes of the Local Emergency Management Committee Meeting held Tuesday 14 May 2013 be received.

COUNCIL RESOLUTION

M2/0513

Moved Cr Shaw

Seconded Cr Murray

That the Minutes of the Local Emergency Management Committee Meeting held Tuesday 14 May 2013 be received.

CARRIED 7/0

8. TECHNICAL SERVICES

Nil

2:16pm – Mr Stefan de Beer, Shire Planner joined the meeting.

9. PLANNING SERVICES

9.1 Amendment of the Shire of Beverley Town Planning Scheme No. 2

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 20 May 2013
APPLICANT: Shire of Beverley
FILE REFERENCE: LUP 010 21
AUTHOR: B S de Beer, Shire Planner
ATTACHMENTS: Scheme Amendment Report

SUMMARY

It is proposed to amend the Shire of Beverley Town Planning Scheme No. 2 to accommodate *Rural Pursuit* land uses, with Council's consideration, within certain zones in the Shire of Beverley. It will be recommended Amendment 21 to the Shire of Beverley's Town Planning Scheme No. 2 be initiated.

BACKGROUND

The subject area consists of Lots typically Zoned Residential R2, Residential R2.5 and Residential R5 (kindly refer to the Zoning Map for this area – attached hereto within the Scheme Amendment Report). These lots range in size from approximately 2,000 m² to over 2 Ha.

COMMENT

As a result of their size, these types of properties necessarily invite rural lifestyle and associated land uses inclusive of low key stabling and training of horses, rearing and agistment of animals, etc. An assessment of the typical land use in the subject area, could be described as befitting the definition of a '*Rural Pursuit*' as per the Shire of Beverley Town Planning Scheme No. 2 (TPS 2).

This Amendment to TPS 2 is proposed to, firstly acknowledge that the existing situation results in a number of unlawful land uses that needs to be corrected, and secondly to give certainty to future investors or purchasers of lots in this area, as to what is permitted, with Council's consent in terms of the Town Planning Scheme for this area.

Consideration was given to categorising the unlawful land uses as non-conforming land uses, although this has proven to be problematic for various reasons. It is submitted that as a result of the existing land use situation in the study area very limited negative impact will result in the granting of this Amendment. In terms of amenity, it is submitted that the Amendment will strengthen the character of the area.

As mentioned in the attached Scheme Amendment Report, Council may stipulate Stocking Rates for *Rural Pursuit* land uses when considering applications for planning approval. It is considered statutorily inappropriate to encapsulate these proposed stocking rates within the Town Planning Scheme, and for this purpose

Shire Planner will prepare a separate Stocking Rates Policy in consultation with the Department of Agriculture to be adopted by Council in due course.

CONSULTATION

Provided Council initiate the amendment, there is a statutory requirement to advertise the amendment for 42 days once EPA approval has been obtained.

STATUTORY ENVIRONMENT

Authority for Council to amend Town Planning Schemes is contained in Section 75 of the Planning and Development Act 2005.

FINANCIAL IMPLICATIONS

Shire staff and resources will be required to produce the amendment and the Shire will be required to pay for all advertising.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Initiate Amendment 21 to Town Planning Scheme No. 2 for the purpose of modifying the Scheme to permit Rural Pursuit land uses, with Council's consideration, on land zoned Rural Residential and on land zoned Residential R2, Residential R2.5 and Residential R5 within the Beverley Townsite; and
2. Direct the Shire Planner to:
 - (a) Forward the documentation to the Environmental Protection Authority for assessment and the WAPC for information.
 - (b) If no objection is received from the Environmental Protection Authority, advertise the amendment in compliance with the Town Planning Regulations 1967 (as amended).

COUNCIL RESOLUTION

M3/0513

Moved Cr Foster

Seconded Cr Shaw

That Council:

- 1. Initiate Amendment 21 to Town Planning Scheme No. 2 for the purpose of modifying the Scheme to permit Rural Pursuit land uses, with Council's consideration, on land zoned Rural Residential and on land zoned Residential R2, Residential R2.5 and Residential R5 within the Shire of Beverley.**
- 2. Direct the Shire Planner to:**
 - (c) Forward the documentation to the Environmental Protection Authority for assessment and the WAPC for information.**
 - (d) If no objection is received from the Environmental Protection Authority, advertise the amendment in compliance with the Town Planning Regulations 1967 (as amended).**

CARRIED 7/0

2:39pm – Mr Stefan de Beer, Shire Planner left the meeting and did not return.

Attachment 9.1

SHIRE OF BEVERLEY
TOWN PLANNING SCHEME NO.2
AMENDMENT NO.21

Attachment 9.1

Planning and Development Act 2005

RESOLUTION TO AMEND A TOWN PLANNING SCHEME

SHIRE OF BEVERLEY

TOWN PLANNING SCHEME NO.2

AMENDMENT NO.21

RESOLVED that the local government, in pursuance of section 75 of the *Planning and Development Act 2005*, amend the above Town Planning Scheme by:

1. Amending the Zoning Table 1 to reflect the following:-

| | USES | RESIDENTIAL | RURAL RESIDENTIAL |
|----|---------------|--------------------|--------------------------|
| 31 | Rural Pursuit | AA ² | AA ³ |

- ² Shall only be permitted with Council's consideration on land Zoned Residential R 2 / Residential R 2.5 / Residential R 5 within the Beverley Townsite. Council may stipulate animal stocking rates in order to preserve the vegetation and amenity of the lot as reflected in Schedule 4 to the Scheme.

- ³ Council may stipulate animal stocking rates in order to preserve the vegetation and amenity of the lot as reflected in Schedule 3 to the Scheme.

2. Adding the following to SCHEDULE 3 – RURAL RESIDENTIAL ZONE, to include the following:

| PARTICULARS OF LAND | REQUIREMENTS OF THE ZONE |
|-----------------------------------|--|
| All lots zoned Rural Residential. | <p>1. 'Rural Pursuit' shall be an 'AA' use.</p> <p>2. The stocking of livestock requires planning approval by Council. For the purposes of this clause, the following applies:</p> <p>i. Livestock refers to horses, cattle, goats, sheep or any other animal deemed by Council to be stocked on-site; and,</p> <p>ii. Planning approval is not required to be obtained for domestic animals (i.e. dogs, cats, birds, etc.).</p> <p>3. Council may in any case where it deems necessary stipulate animal stocking rates in order to preserve the vegetation and amenity of the site.</p> |

Attachment 9.1

2. Adding SCHEDULE 4 – RESIDENTIAL ZONE, to the Scheme to read as follows:

| PARTICULARS OF LAND | REQUIREMENTS OF THE ZONE |
|---|--|
| <p>Only lots zoned Residential R2, Residential R2.5 and Residential R5 in the Beverley Townsite</p> | <ol style="list-style-type: none"> 1. 'Rural Pursuit' shall be an 'AA' use. 2. The stocking of livestock requires planning approval by Council. For the purposes of this clause, the following applies: <ol style="list-style-type: none"> i. Livestock refers to horses, cattle, goats, sheep or any other animal deemed by Council to be stocked on-site; and ii. Planning approval is not required to be obtained for domestic animals (i.e. dogs, cats, birds, etc.). 3. Council may in any case where it deems necessary stipulate animal stocking rates in order to preserve the vegetation and amenity of the site. |

Dated this**28**..... day of**May**..... 2013.

.....
Stephen Gollan
Chief Executive Officer

Attachment 9.1

PROPOSAL TO AMEND A TOWN PLANNING SCHEME

- | | |
|---|---|
| 1. LOCAL AUTHORITY: | SHIRE OF BEVERLEY |
| 2. DESCRIPTION OF TOWN PLANNING SCHEME: | SHIRE OF BEVERLEY TOWN PLANNING SCHEME NO.2 |
| 3. TYPE OF SCHEME: | DISTRICT ZONING SCHEME |
| 4. SERIAL NUMBER OF AMENDMENT: | 21 |
| 5. PROPOSAL: | To permit ' <i>Rural Pursuit</i> ' land uses, with Council's consent, on Residential R2, Residential R2.5 and Residential R5 zoned land within the Beverley Townsite, and land zoned Rural Residential. |

SCHEME AMENDMENT REPORT

1. INTRODUCTION

The Shire of Beverley Council investigated avenues to accommodate *Rural Pursuit* land uses, with Council's consent, within the Beverley Townsite. Within this subject area, as will be described below, there is a combination of Residential R2, Residential R2.5 and Residential R5 Zoned land, and contains many land uses of a rural nature. The Amendment is proposed to accommodate this trend. This amendment will also propose an alteration to the zoning table to accommodate *Rural Pursuit* land uses, with Council's consent, on land zoned Rural Residential.

2. COMMENT

The area under discussion consists of Lots typically Zoned Residential R2, Residential R2.5 or Residential R5 (kindly refer to the Zoning Map for this area). These lots range in size from approximately 2,000 m² to over 2 Ha.

As a result of their size, these types of properties necessarily invite rural lifestyle and associated land uses inclusive of low key stabling and training of horses, rearing and agistment of animals, etc. An assessment of the typical land use in the subject area, could be described as befitting the definition of a '*Rural Pursuit*' as per the Shire of Beverley Town Planning Scheme No. 2.

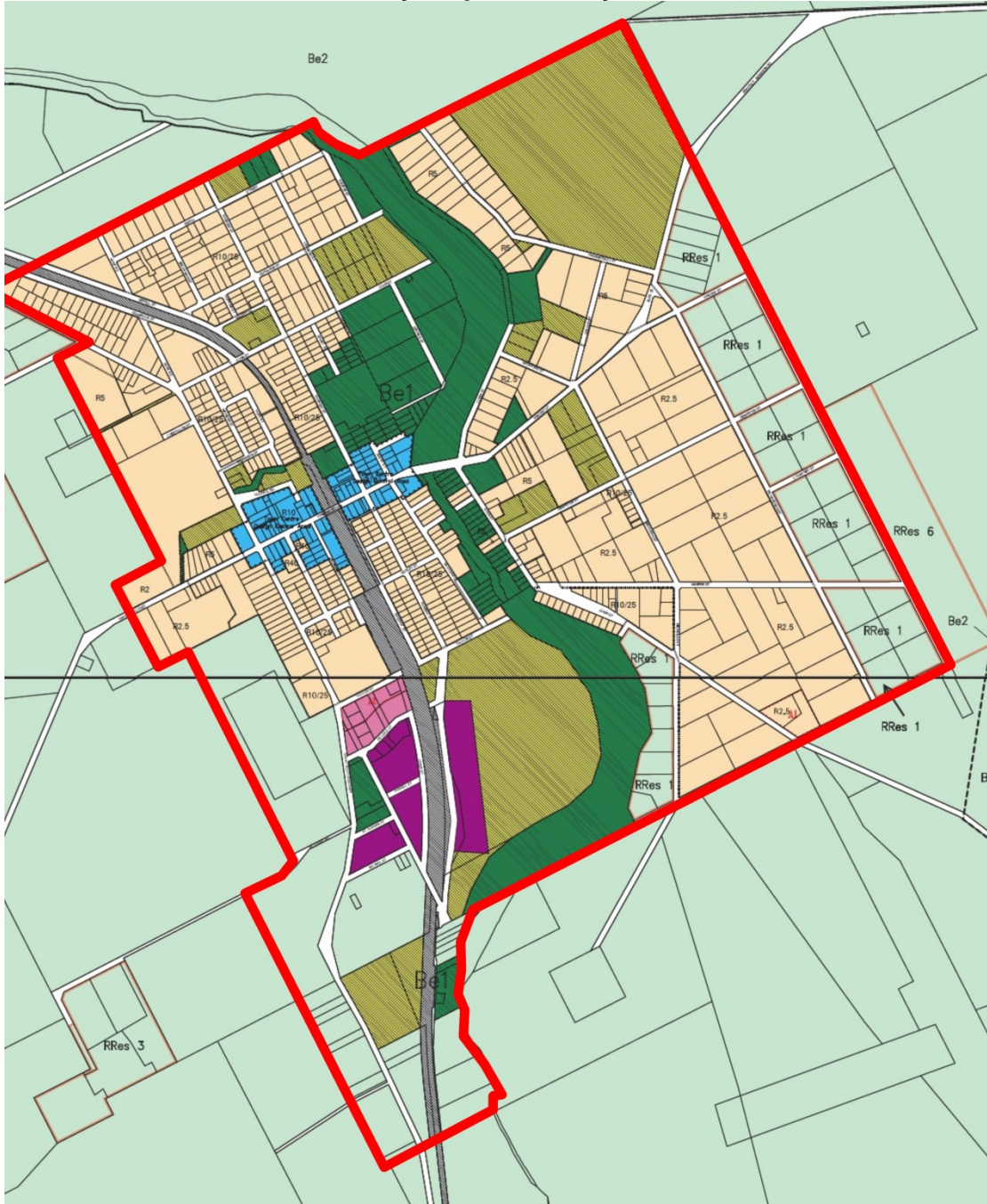
This Amendment to the Shire of Beverley Town Planning Scheme No.2 is proposed to, firstly acknowledge that the existing situation results in a number of unlawful land uses that needs to be corrected, and secondly to give certainty to future investors or purchasers of lots in this area, as to what is permitted in terms of the Town Planning Scheme for this area.

Attachment 9.1

Consideration was given to categorising the unlawful land uses as non-conforming land uses, although this has proven to be problematic for various reasons.

It is submitted that as a result of the existing land use situation in this precinct very limited negative impact will result in the granting of this Amendment. In terms of amenity, it is submitted that the Amendment will strengthen the character of the area.

Locality Map: Beverley Townsite



Attachment 9.1

This amendment also proposes to alter the zoning table to make *Rural Pursuit* land uses, within the Rural Residential zone, an 'AA' use instead of the present 'SA' use. This is considered to be a more appropriate approach towards accommodating an existing trend of land uses in the area.

3. PROPOSAL

It is proposed to do the following amendments to the Shire of Beverley Town Planning Scheme No. 2:-

1. Amending the Zoning Table 1 to reflect the following:-

| | USES | RESIDENTIAL | RURAL RESIDENTIAL |
|----|---------------|--------------------|--------------------------|
| 31 | Rural Pursuit | AA ² | AA ³ |

² Shall only be permitted with Council's consideration on land Zoned Residential R 2 / Residential R 2.5 / Residential R 5 within the Beverley Townsite. Council may stipulate animal stocking rates in order to preserve the vegetation and amenity of the lot as reflected in Schedule 4 to the Scheme.

³ Council may stipulate animal stocking rates in order to preserve the vegetation and amenity of the lot as reflected in Schedule 3 to the Scheme.

2. Adding the following to SCHEDULE 3 – RURAL RESIDENTIAL ZONE, to include the following:

| PARTICULARS OF LAND | REQUIREMENTS OF THE ZONE |
|-----------------------------------|---|
| All lots zoned Rural Residential. | <ol style="list-style-type: none"> 1. 'Rural Pursuit' shall be an 'AA' use. 2. The stocking of livestock requires planning approval by Council. For the purposes of this clause, the following applies: <ol style="list-style-type: none"> i. Livestock refers to horses, cattle, goats, sheep or any other animal deemed by Council to be stocked on-site; and, ii. Planning approval is not required to be obtained for domestic animals (i.e. dogs, cats, birds, etc.). 3. Council may in any case where it deems necessary stipulate animal stocking rates in order to preserve the vegetation and amenity of the site. |

Attachment 9.1

2. Adding SCHEDULE 4 – RESIDENTIAL ZONE, to the Scheme to read as follows:

| PARTICULARS OF LAND | REQUIREMENTS OF THE ZONE |
|---|--|
| <p>Only lots zoned Residential R2, Residential R2.5 and Residential R5 in the Beverley Townsite</p> | <ol style="list-style-type: none"> 1. 'Rural Pursuit' shall be an 'AA' use. 2. The stocking of livestock requires planning approval by Council. For the purposes of this clause, the following applies: <ol style="list-style-type: none"> i. Livestock refers to horses, cattle, goats, sheep or any other animal deemed by Council to be stocked on-site; and ii. Planning approval is not required to be obtained for domestic animals (i.e. dogs, cats, birds, etc.). 3. Council may in any case where it deems necessary stipulate animal stocking rates in order to preserve the vegetation and amenity of the site. |

4. CONCLUSION

Finalisation of Amendment 21 will lawfully permit *Rural Pursuit* land uses, with Council's consideration and consent, within the Shire of Beverley.

Attachment 9.1

Planning and Development Act 2005

SHIRE OF BEVERLEY

TOWN PLANNING SCHEME NO.2

AMENDMENT NO.21

The Shire of Beverley under and by virtue of the powers conferred upon it in that behalf by the Planning and Development Act 2005, hereby amends the above Town Planning Scheme by:-

1. Amending the Zoning Table 1 to reflect the following:-

| | USES | RESIDENTIAL | RURAL RESIDENTIAL |
|----|---------------|--------------------|--------------------------|
| 31 | Rural Pursuit | AA ² | AA ³ |

² Shall only be permitted with Council's consideration on land Zoned Residential R 2 / Residential R 2.5 / Residential R 5 within the Beverley Townsite. Council may stipulate animal stocking rates in order to preserve the vegetation and amenity of the lot as reflected in Schedule 4 to the Scheme.

³ Council may stipulate animal stocking rates in order to preserve the vegetation and amenity of the lot as reflected in Schedule 3 to the Scheme.

2. Adding the following to SCHEDULE 3 – RURAL RESIDENTIAL ZONE, to include the following:

| PARTICULARS OF LAND | REQUIREMENTS OF THE ZONE |
|-----------------------------------|--|
| All lots zoned Rural Residential. | <p>1. 'Rural Pursuit' shall be an 'AA' use.</p> <p>2. The stocking of livestock requires planning approval by Council. For the purposes of this clause, the following applies:</p> <p>i. Livestock refers to horses, cattle, goats, sheep or any other animal deemed by Council to be stocked on-site; and,</p> <p>ii. Planning approval is not required to be obtained for domestic animals (i.e. dogs, cats, birds, etc.).</p> <p>3. Council may in any case where it deems necessary stipulate animal stocking rates in order to preserve the vegetation and amenity of the site.</p> |

Attachment 9.1

2. Adding SCHEDULE 4 – RESIDENTIAL ZONE, to the Scheme to read as follows:

| PARTICULARS OF LAND | REQUIREMENTS OF THE ZONE |
|---|--|
| <p>Only lots zoned Residential R2, Residential R2.5 and Residential R5 in the Beverley Townsite</p> | <ol style="list-style-type: none"> 1. 'Rural Pursuit' shall be an 'AA' use. 2. The stocking of livestock requires planning approval by Council. For the purposes of this clause, the following applies: <ol style="list-style-type: none"> i. Livestock refers to horses, cattle, goats, sheep or any other animal deemed by Council to be stocked on-site; and ii. Planning approval is not required to be obtained for domestic animals (i.e. dogs, cats, birds, etc.). 3. Council may in any case where it deems necessary stipulate animal stocking rates in order to preserve the vegetation and amenity of the site. |

Attachment 9.1

ADOPTION

Adopted by resolution of the Council of the Shire of Beverley at the Meeting of the Council held on the **28** day of **May** **2013**.

.....
SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

FINAL APPROVAL

Adopted for final approval by resolution of the Shire of Beverley at the Meeting of the Council held on the day of 20 and the Common Seal of the Shire of Beverley was hereunto affixed by the authority of a resolution of the Council in the presence of:

.....
SHIRE PRESIDENT

.....
CHIEF EXECUTIVE OFFICER

Recommended/Submitted for Final Approval

.....
DELEGATED UNDER S.16 OF
THE PD ACT 2005

DATE.....

Final Approval Granted

.....
MINISTER FOR PLANNING

DATE.....

10. BUILDING SERVICES & ENVIRONMENTAL HEALTH SERVICES

Nil

11. FINANCE

11.1 Monthly Financial Report

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 17 May 2013
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S K Marshall, Deputy Chief Executive Officer
ATTACHMENTS: April 2013 Financial Reports

SUMMARY

Council to consider accepting the financial report for the period ending 30 April 2013.

BACKGROUND

There is a statutory requirement that the Local Government is to prepare, each month, a statement of financial activity reporting on sources and applications of its funds and to present the statement to Council.

Council adopted a budget variance reporting parameter of 10% on budgeted items of \$10,000 or greater at the August 2012 Ordinary Meeting, item 8.4.1.4.

COMMENT

The monthly financial report for the period ending 30 April 2013 has been provided and includes:

- Financial Activity Statement;
- Statement of Net Current Assets;
- Statement of Financial Position; and
- Supplementary information, including;
 - Road Maintenance Report; and
 - Investment of Surplus Funds Report.

STATUTORY ENVIRONMENT

Section 6.4(1) of the *Local Government Act* provides that a local government is to prepare an annual financial report for the preceding financial year and such other financial reports as are prescribed.

Regulation 34 of the *Local Government (Financial Management) Regulations* requires a Statement of Financial Activity to be prepared each month which is to contain the following details:

- (a) annual budget estimates;
- (b) budget estimates to the end of the month;
- (c) actual amount of expenditure and revenue;
- (d) material variances between comparable amounts in (b) and (c) above; and
- (e) the net current assets at the end of the month to which the statement relates (i.e. surplus / (deficit) position).

The Statement is to be accompanied by:

- (a) explanation of the composition of net current assets, less committed assets and restricted assets;
- (b) explanation of the material variances; and
- (c) such other information considered relevant by the local government.

FINANCIAL IMPLICATIONS

All revenue and expenditure, unless disclosed in the notes to material variances, are as per the 2012/13 Budget.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Investing Surplus Funds – That the Shire of Beverley only invests any surplus funds with the ANZ bank.

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the monthly financial report for the month of April 2013 be accepted and material variances be noted.

COUNCIL RESOLUTION

M4/0513

Moved Cr Foster

Seconded Cr Shaw

That the monthly financial report for the month of April 2013 be accepted and material variances be noted.

CARRIED 7/0

**SHIRE OF BEVERLEY
FINANCIAL ACTIVITY STATEMENT
FOR THE PERIOD ENDED 30 APRIL 2013**

| | 2012/13 ANNUAL BUDGET | 2012/13 APRIL BUDGET MONTH | 2012/13 APRIL ACTUAL MONTH | VARIANCE MONTH | 2012/13 JULY- APRIL BUDGET YTD | 2012/13 JULY-APRIL ACTUAL YTD | VARIANCE YTD | MATERIAL VARIANCES YTD |
|-----------------------------------|-----------------------------|-------------------------------------|-------------------------------------|-------------------|---|--|------------------|---|
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ | |
| OPERATING REVENUE | | | | | | | | |
| General Purpose Funding | 3,366,346 | 24,012 | 5,945 | (18,067) | 3,189,937 | 2,647,855 | (542,082) | CLGF Individual Grants not yet received \$671,280 , additional General Purpose Grant received \$54,624 and additional interest on investment \$52,630 |
| Governance | 29,900 | 0 | 2,213 | 2,213 | 29,641 | 22,091 | (7,550) | |
| Law, Order Public Safety | 149,497 | 60 | 32,753 | 32,693 | 136,677 | 151,562 | 14,885 | Additional FESA Operating Grant received \$31,753 under reimbursement CESM \$14,659 |
| Health | 500 | 35 | 0 | (35) | 245 | 140 | (105) | |
| Education and Welfare | 6,500 | 280 | 52 | (228) | 4,460 | 5,106 | 646 | |
| Housing | 81,514 | 16,113 | 4,628 | (11,485) | 63,009 | 63,101 | 92 | |
| Community Amenities | 122,425 | 1,830 | 736 | (1,094) | 119,541 | 118,673 | (868) | |
| Recreation and Culture | 1,107,833 | 635,049 | 116,778 | (518,271) | 1,075,072 | 1,358,607 | 283,535 | CSRFF Grant received earlier then expected \$285,640 |
| Transport | 1,497,627 | 3,200 | 49,265 | 46,065 | 1,256,380 | 996,995 | (259,385) | Roads to Recovery Grant not yet received \$228,200 |
| Economic Services | 214,400 | 26,970 | 8,242 | (18,728) | 184,699 | 166,549 | (18,150) | Avondale salary reimbursement less then expected \$35,886 and additional caravan park fees \$19,993 |
| Other Property and Services | 52,000 | 1,125 | 12,819 | 11,694 | 34,340 | 77,668 | 43,328 | Additional diesel rebate \$11,433, reimbursements maternity leave \$10,917 and work for the dole \$9,720 |
| | 6,628,542 | 708,674 | 233,431 | (475,243) | 6,094,000 | 5,608,348 | (485,652) | |
| LESS OPERATING EXPENDITURE | | | | | | | | |
| General Purpose Funding | (45,087) | (1,792) | (14,769) | (12,977) | (26,056) | (35,691) | (9,635) | |
| Governance | (291,037) | (62,026) | (7,537) | 54,489 | (212,567) | (198,645) | 13,922 | Member Consultant provision under expenditure \$10,673 |
| Law, Order, Public Safety | (189,946) | (9,252) | (9,639) | (387) | (184,319) | (147,699) | 36,619 | Under expenditure CESM \$23,072 and Fire Control Operations \$9,207 |
| Health | (120,177) | (5,555) | (6,478) | (923) | (107,127) | (68,961) | 38,166 | Under expenditure Health Scheme \$14,595 and Medical Bldg Mtce \$15,571 |
| Education and Welfare | (92,715) | (4,691) | (2,508) | 2,183 | (53,097) | (46,140) | 6,957 | |
| Housing | (210,522) | (20,459) | (15,920) | 4,539 | (187,800) | (192,714) | (4,913) | |
| Community Amenities | (535,542) | (62,186) | (37,328) | 24,858 | (458,248) | (356,694) | 101,554 | Under expenditure environmental services \$11,956, household refuse section \$41,848 and town planning \$56,776 |
| Recreation and Culture | (839,118) | (67,026) | (60,646) | 6,380 | (768,684) | (679,667) | 89,016 | Savings Bldg Mtce to Court House and Railway Station \$18,333,Swimming Pool Operations \$11,517 and Mtce of Recreation Facilities \$41,848 |
| Transport | (1,653,156) | (150,840) | (94,036) | 56,804 | (1,432,609) | (1,188,303) | 244,306 | Under expend Road Mtce \$138,491, Bridge Mtce \$26,336 and other road related expenditure \$82,032 |
| Economic Services | (478,943) | (38,802) | (25,876) | 12,926 | (430,867) | (304,970) | 125,897 | Under expend Contract Building Surveyor \$44,012 and Avondale Staff Expenses \$50,487 |
| Other Property & Services | (288,413) | (53,366) | (32,652) | 20,714 | (264,324) | (139,818) | 124,506 | Over allocation of Plant Operation Costs |
| | (4,744,656) | (475,995) | (307,389) | 168,606 | (4,125,699) | (3,359,303) | 766,396 | |
| <i>Increase(Decrease)</i> | 1,883,886 | 232,679 | (73,958) | (306,637) | 1,968,301 | 2,249,045 | 280,744 | |

**SHIRE OF BEVERLEY
FINANCIAL ACTIVITY STATEMENT
FOR THE PERIOD ENDED 30 APRIL 2013**

| | 2012/13 ANNUAL BUDGET | 2012/13 APRIL BUDGET MONTH | 2012/13 APRIL ACTUAL MONTH | VARIANCE MONTH | 2012/13 JULY- APRIL BUDGET YTD | 2012/13 JULY-APRIL ACTUAL YTD | VARIANCE YTD | MATERIAL VARIANCES YTD |
|---|-----------------------------|-------------------------------------|-------------------------------------|-------------------|---|--|------------------|---|
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ | |
| ADD | | | | | | | | |
| Principal Repayment Received -Loans | 10,590 | 0 | 0 | 0 | 5,295 | 0 | (5,295) | |
| Provision for Long Service Leave | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Profit/ Loss on the disposal of assets | 9,043 | 93,053 | 0 | (93,053) | 93,053 | (10,262) | (103,315) | Not all vehicles have been traded |
| Depreciation Written Back | 1,005,872 | 90,528 | 93,788 | 3,260 | 925,402 | 910,838 | (14,564) | Less depreciation expensed |
| Book Value of Assets Sold Written Back | 278,957 | 139,479 | 0 | (139,479) | 139,479 | 156,698 | 17,220 | Additional value to assets sold |
| | 1,304,462 | 323,060 | 93,788 | (229,272) | 1,163,229 | 1,057,274 | (105,955) | |
| <i>Sub Total</i> | 3,188,348 | 555,739 | 19,830 | (535,909) | 3,131,530 | 3,306,319 | 174,789 | |
| LESS CAPITAL PROGRAMME | | | | | | | | |
| Purchase Tools | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Purchase Land & Buildings | (533,072) | (109,490) | (2,524) | 106,966 | (287,962) | (58,476) | 229,486 | Capital works in line with Budget Estimates, under spent currently |
| Infrastructure Assets - Roads | (2,497,841) | (224,806) | (183,449) | 41,357 | (2,098,186) | (1,192,901) | 905,285 | Capital works in line with Budget Estimates, under spent currently |
| Infrastructure Assets - Recreation Facilities | (3,262,997) | (993,794) | (413,181) | 580,613 | (2,239,088) | (2,585,726) | (346,638) | Capital works in line with Budget Estimates, expenditure earlier then anticipated |
| Infrastructure Assets - Other | (89,414) | 0 | 0 | 0 | (59,414) | (18,337) | 41,077 | Capital works in line with Budget Estimates, under spent currently |
| Purchase Plant and Equipment | (634,200) | (34,000) | (6,900) | 27,100 | (170,500) | (335,826) | (165,326) | Capital works in line with Budget Estimates, expenditure earlier then anticipated |
| Purchase Furniture and Equipment | (96,000) | (10,000) | 0 | 10,000 | (47,000) | (74,930) | (27,930) | Capital works in line with Budget Estimates, expenditure earlier then anticipated |
| Repayment of Debt - Loan Principal | (38,081) | 0 | 0 | 0 | (19,041) | (18,756) | 285 | |
| Transfer to Reserves | (55,274) | 0 | 0 | 0 | 0 | (48,685) | (48,685) | Transfer to Reserves earlier then anticipated (interest earnings) |
| | (7,206,879) | (1,372,090) | (606,054) | 766,036 | (4,921,191) | (4,333,637) | 587,554 | |
| ABNORMAL ITEMS | | | | | | | | |
| Prior Years Adjustment | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Prior Years Doubtful Debts Provision | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Prior Years Trust Receipts Transferred | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Bad Debts - Written Off | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Rounding | | | | | | (1) | | |
| | (7,206,879) | (1,372,090) | (606,054) | 766,036 | (4,921,191) | (4,333,638) | 587,554 | |
| <i>Sub Total</i> | (4,018,531) | (816,351) | (586,224) | 230,127 | (1,789,661) | (1,027,318) | 762,344 | |
| LESS FUNDING FROM | | | | | | | | |
| Reserves | 260,000 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Loans Raised | 1,000,000 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Closing Funds | 2,758,531 | 0 | 0 | 0 | 2,758,531 | 2,722,310 | 36,221 | Correction to determination of Surplus brought forward from 2011/12 |
| | 4,018,531 | 0 | 0 | 0 | 2,758,531 | 2,722,310 | 36,221 | |
| NET (SURPLUS) DEFICIT | 0 | (816,351) | (586,224) | 230,127 | 968,870 | 1,694,992 | 798,565 | |

| SHIRE OF BEVERLEY | |
|--|------------------------|
| SUMMARY OF CURRENT ASSETS AND LIABILITIES | |
| FOR THE PERIOD ENDING 30 APRIL 2013 | |
| CURRENT ASSET | ACTUAL |
| Cash at Bank | |
| - Cash Advance | 300.00 |
| - Cash at Bank | 611,188.85 |
| - Investments Unrestricted | 911,002.19 |
| - Investments Reserves | 1,621,384.48 |
| Sundry Debtors General | 354,195.39 |
| Stock on Hand | 14,813.64 |
| Self Supporting Loans | 0.00 |
| GST | 0.00 |
| Total Current Assets | 3,512,884.55 |
| LESS CURRENT LIABILITIES | ACTUAL |
| Accounts Payable | (117,121.79) |
| Interest Bearing Loans and Borrowings | (19,324.97) |
| Provision for Annual and Long Service Leave | (264,283.81) |
| Total Current Liabilities | (400,730.57) |
| ADJUSTMENTS | |
| Less Cash Backed Reserves | (1,621,384.48) |
| Plus Interest Bearing Loans and Borrowings | 19,324.97 |
| Plus Annual Leave Cash Backed Reserve as at 30/06/2012 | 130,460.00 |
| Plus LSL and Gratuity Cash Backed Reserve as at 30/06/2012 | 100,000.00 |
| Less Deferred Pensioner Rates Non-Current as at 30/06/2012 | (56,202.91) |
| Plus Reimbursement -Current Asset Portion of S/Supporting Loan 117 2012-13 | 10,640.51 |
| Total Adjustments | (1,417,161.91) |
| SURPLUS OF CURRENT ASSETS OVER CURRENT LIABILITIES | \$ 1,694,992.07 |

**SHIRE OF BEVERLEY
STATEMENT OF FINANCIAL POSITION
AS AT 30 APRIL 2013**

| Note: This section analyses the movements in assets, liabilities and equity between 2011/12 and 2012/13. | Actual 2011/12 | Actual 2012/13 | Variance |
|---|---------------------------|---------------------------|--------------------|
| | \$ | \$ | \$ |
| Current Assets | | | |
| Cash and cash equivalents | 4,718,543 | 3,143,876 | (1,574,667) |
| Trade and other receivables | 287,853 | 354,195 | 66,342 |
| Inventories | 13,096 | 14,814 | 1,718 |
| Other assets | 0 | 0 | 0 |
| Total Current Assets | 5,019,491 | 3,512,885 | (1,506,607) |
| Non-Current Assets | | | |
| Trade and other receivables | 178,178 | 132,616 | (45,562) |
| Property, plant and equipment | 6,761,230 | 8,748,652 | 1,987,422 |
| Infrastructure | 35,983,802 | 37,195,040 | 1,211,238 |
| Total Non-Current Assets | 42,923,210 | 46,076,308 | 3,153,098 |
| Total Assets | 47,942,701 | 49,589,192 | 1,646,491 |
| Current Liabilities | | | |
| Trade and other payables | 690,658 | 117,122 | 573,536 |
| Interest-bearing loans and borrowings | 38,081 | 19,325 | 18,756 |
| Provisions | 264,284 | 264,284 | 0 |
| Total Current Liabilities | 993,023 | 400,731 | 592,292 |
| Non-Current Liabilities | | | |
| Interest-bearing loans and borrowings | 208,251 | 208,251 | 0 |
| Provisions | 30,498 | 30,498 | 0 |
| Total Non-Current Liabilities | 238,749 | 238,749 | 0 |
| Total Liabilities | 1,231,772 | 639,479 | 592,292 |
| Net Assets | 46,710,929 | 48,949,713 | 2,238,784 |
| Equity | | | |
| Accumulated surplus | 41,659,137 | 41,610,452 | (48,685) |
| Net Result | 0 | 2,238,783 | 2,238,783 |
| Asset revaluation reserve | 3,479,093 | 3,479,093 | 0 |
| Other reserves | 1,572,699 | 1,621,384 | 48,685 |
| Total Equity | 46,710,929 | 48,949,713 | 2,238,784 |

| SHIRE OF BEVERLEY INVESTMENT OF SURPLUS FUNDS AS AT 30 APRIL 2013 | | | | | | |
|---|------------------------|----------------------|---------------------|----------|---------------|------------|
| Account # | Account Name | Amount Invested (\$) | Total | Term | Interest Rate | Maturation |
| 9701-42341 | Reserve Funds | | | | | |
| | Long Service Leave | 103,590.86 | | | | |
| | Plant | 77,997.78 | | | | |
| | Bush Fire Fighters | 104,406.04 | | | | |
| | Building | 320,716.45 | | | | |
| | Recreation Ground | 316,002.09 | | | | |
| | Cropping Committee | 286,531.63 | | | | |
| | Avon River Development | 20,984.99 | | | | |
| | Annual Leave | 134,499.99 | | | | |
| | Community Bus | 29,396.54 | | | | |
| | Road Construction | 227,258.11 | 1,621,384.48 | 2 months | 4.64% | 19/05/2013 |
| 9701-40813 | Term Deposit | 911,002.19 | 911,002.19 | 2 months | 4.64% | 19/05/2013 |
| | Total | | 2,532,386.67 | | | |

| SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR PERIOD ENDING 30 APRIL 2013 | | | | | | | |
|--|----------------------------|--------------------------------|------------------------|-------------------------|--------------------------|------------------------------|------------------|
| | M & C (Exp) | Other Expense (Exp) | POC (Alloc) | PWOH (Alloc) | Wages (Alloc) | Total Alloc (Exp) | Total Exp |
| BRIDGES | | | | | | | |
| BRG-3202 KOKEBY EAST RD | 0.00 | 0.00 | 0.00 | 72.93 | 85.80 | 158.73 | 158.73 |
| Total BRIDGES | 0.00 | 0.00 | 0.00 | 72.93 | 85.80 | 158.73 | 158.73 |
| MISC | | | | | | | |
| MS7-Private Works - Stockpipe Gravel | 1,156.00 | 0.00 | 4,861.25 | 2,014.49 | 2,384.06 | 9,259.80 | 10,415.80 |
| MS8-Main Street Banners | 15.95 | 20.76 | 427.50 | 273.47 | 321.71 | 1,022.68 | 1,059.39 |
| Total MISC | 1,171.95 | 20.76 | 5,288.75 | 2,287.96 | 2,705.77 | 10,282.48 | 11,475.19 |
| ROAD | | | | | | | |
| 0001 MORBINING RD | 0.00 | 0.00 | 7,220.00 | 3,257.59 | 3,836.01 | 14,313.60 | 14,313.60 |
| 0002 WATERHATCH RD | 0.00 | 0.00 | 6,007.50 | 2,748.56 | 3,233.68 | 11,989.74 | 11,989.74 |
| 0003 YORK-WILLIAMS RD | 0.00 | 0.00 | 11,760.00 | 4,175.98 | 4,917.75 | 20,853.73 | 20,853.73 |
| 0004 KOKEBY EAST RD | 0.00 | 0.00 | 148.75 | 145.35 | 171.01 | 465.11 | 465.11 |
| 0005 EDISON MILL RD | 0.00 | 0.00 | 11,485.00 | 3,644.19 | 4,301.32 | 19,430.51 | 19,430.51 |
| 0006 BREMNER RD | 0.00 | 0.00 | 237.50 | 255.27 | 300.32 | 793.09 | 793.09 |
| 0007 YENYENING LAKES RD | 34.00 | 0.00 | 22,690.00 | 7,293.42 | 8,628.45 | 38,611.87 | 38,645.87 |
| 0008 TOP BEVERLEY YORK RD | 0.00 | 0.00 | 332.50 | 336.69 | 396.09 | 1,065.28 | 1,065.28 |
| 0009 BALLY-BALLY RD | 0.00 | 0.00 | 9,407.50 | 2,703.21 | 3,195.13 | 15,305.84 | 15,305.84 |
| 0010 DALE KOKEBY RD | 0.00 | 0.00 | 9,390.00 | 4,135.55 | 4,865.42 | 18,390.97 | 18,390.97 |
| 0011 KOKENDIN RD | 0.00 | 0.00 | 3,480.00 | 1,073.69 | 1,263.18 | 5,816.87 | 5,816.87 |
| 0012 TALBOT WEST RD | 0.00 | 0.00 | 1,147.50 | 439.13 | 517.20 | 2,103.83 | 2,103.83 |
| 0013 BARRINGTON RD | 0.00 | 0.00 | 2,782.50 | 819.95 | 969.01 | 4,571.46 | 4,571.46 |
| 0014 POTTS RD | 0.00 | 0.00 | 2,045.00 | 598.65 | 704.32 | 3,347.97 | 3,347.97 |

| SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR PERIOD ENDING 30 APRIL 2013 | | | | | | | |
|--|----------------------------|--------------------------------|------------------------|-------------------------|--------------------------|------------------------------|------------------|
| | M & C (Exp) | Other Expense (Exp) | POC (Alloc) | PWOH (Alloc) | Wages (Alloc) | Total Alloc (Exp) | Total Exp |
| 0015 JACOBS WELL RD | 0.00 | 0.00 | 3,185.00 | 1,080.57 | 1,274.92 | 5,540.49 | 5,540.49 |
| 0016 CLULOWS RD | 0.00 | 0.00 | 7,417.50 | 2,389.19 | 2,820.20 | 12,626.89 | 12,626.89 |
| 0018 DONGADILLING RD | 646.00 | 0.00 | 3,400.00 | 1,249.47 | 1,472.39 | 6,121.86 | 6,767.86 |
| 0019 QUALANDARY RD | 0.00 | 0.00 | 2,797.50 | 903.03 | 1,063.67 | 4,764.20 | 4,764.20 |
| 0020 BUTCHERS RD | 0.00 | 0.00 | 2,050.00 | 686.79 | 808.01 | 3,544.80 | 3,544.80 |
| 0021 VALLENTINES RD | 0.00 | 0.00 | 1,387.50 | 422.34 | 499.25 | 2,309.09 | 2,309.09 |
| 0022 LUPTONS RD | 0.00 | 0.00 | 847.50 | 484.57 | 570.07 | 1,902.14 | 1,902.14 |
| 0023 SPRINGHILL RD | 0.00 | 0.00 | 1,625.00 | 452.52 | 532.39 | 2,609.91 | 2,609.91 |
| 0024 DALEBIN NORTH RD | 0.00 | 0.00 | 2,925.00 | 801.66 | 943.14 | 4,669.80 | 4,669.80 |
| 0025 BALLY-BALLY COUNTYPEAK RD | 136.00 | 0.00 | 3,617.50 | 1,176.71 | 1,387.05 | 6,181.26 | 6,317.26 |
| 0026 ATHOL RD | 34.00 | 0.00 | 5,952.50 | 1,854.34 | 2,191.96 | 9,998.80 | 10,032.80 |
| 0027 EWERTS RD | 68.00 | 0.00 | 6,417.50 | 1,869.31 | 2,201.58 | 10,488.39 | 10,556.39 |
| 0028 NORTHBOURNE RD | 0.00 | 0.00 | 1,205.00 | 351.36 | 413.37 | 1,969.73 | 1,969.73 |
| 0029 BERINGER RD | 0.00 | 0.00 | 3,103.75 | 1,024.14 | 1,209.64 | 5,337.53 | 5,337.53 |
| 0030 GORS RD | 0.00 | 0.00 | 150.00 | 47.07 | 55.38 | 252.45 | 252.45 |
| 0031 THOMAS RD | 0.00 | 0.00 | 785.00 | 278.37 | 329.32 | 1,392.69 | 1,392.69 |
| 0032 BALKULING RD | 0.00 | 0.00 | 2,431.25 | 824.97 | 970.57 | 4,226.79 | 4,226.79 |
| 0033 GLENCOE RD | 0.00 | 0.00 | 516.25 | 174.87 | 205.74 | 896.86 | 896.86 |
| 0034 ST JACKS RD | 0.00 | 0.00 | 100.00 | 36.94 | 43.46 | 180.40 | 180.40 |
| 0035 RICKEYS RD | 0.00 | 0.00 | 475.00 | 129.29 | 152.11 | 756.40 | 756.40 |
| 0036 GREENHILLS SOUTH RD | 0.00 | 0.00 | 877.50 | 418.46 | 492.31 | 1,788.27 | 1,788.27 |
| 0037 MANUELS RD | 0.00 | 0.00 | 150.00 | 36.94 | 43.46 | 230.40 | 230.40 |
| 0038 PETCHELLS RD | 0.00 | 0.00 | 1,735.00 | 522.37 | 643.37 | 2,900.74 | 2,900.74 |
| 0039 MAITLAND RD | 0.00 | 0.00 | 687.50 | 214.65 | 252.54 | 1,154.69 | 1,154.69 |

| SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR PERIOD ENDING 30 APRIL 2013 | | | | | | | |
|--|----------------------------|--------------------------------|------------------------|-------------------------|--------------------------|------------------------------|------------------|
| | M & C (Exp) | Other Expense (Exp) | POC (Alloc) | PWOH (Alloc) | Wages (Alloc) | Total Alloc (Exp) | Total Exp |
| 0040 HOBBS RD | 0.00 | 0.00 | 2,347.50 | 1,212.95 | 1,441.01 | 5,001.46 | 5,001.46 |
| 0041 SOUTHERN BRANCH RD | 0.00 | 0.00 | 900.00 | 249.35 | 293.36 | 1,442.71 | 1,442.71 |
| 0042 WALGY RD | 0.00 | 0.00 | 1,007.50 | 386.14 | 456.66 | 1,850.30 | 1,850.30 |
| 0043 CORBERDING RD | 0.00 | 0.00 | 850.00 | 240.11 | 282.49 | 1,372.60 | 1,372.60 |
| 0044 SPAVENS RD | 0.00 | 0.00 | 707.50 | 287.37 | 339.35 | 1,334.22 | 1,334.22 |
| 0045 PIKE RD | 0.00 | 0.00 | 542.50 | 223.28 | 262.69 | 1,028.47 | 1,028.47 |
| 0046 BLACKBURN RD | 0.00 | 0.00 | 381.25 | 101.47 | 119.38 | 602.10 | 602.10 |
| 0047 CARRS RD | 0.00 | 0.00 | 195.00 | 73.40 | 86.36 | 354.76 | 354.76 |
| 0048 JONES RD | 0.00 | 0.00 | 437.50 | 147.41 | 173.43 | 758.34 | 758.34 |
| 0049 MILLERS RD | 0.00 | 0.00 | 537.50 | 147.77 | 173.85 | 859.12 | 859.12 |
| 0050 NEGUS RD | 0.00 | 0.00 | 450.00 | 120.06 | 141.25 | 711.31 | 711.31 |
| 0051 AIKENS RD | 0.00 | 0.00 | 750.00 | 192.99 | 228.17 | 1,171.16 | 1,171.16 |
| 0053 PATTEN RD | 0.00 | 0.00 | 1,235.00 | 276.35 | 325.13 | 1,836.48 | 1,836.48 |
| 0054 McDONALDS RD | 374.00 | 0.00 | 5,035.00 | 1,936.01 | 2,284.80 | 9,255.81 | 9,629.81 |
| 0055 KIEARA RD | 0.00 | 0.00 | 987.50 | 271.21 | 321.45 | 1,580.16 | 1,580.16 |
| 0058 LENNARD RD | 405.91 | 0.00 | 2,715.00 | 959.23 | 1,136.74 | 4,810.97 | 5,216.88 |
| 0059 MANNNS RD | 0.00 | 0.00 | 367.50 | 128.78 | 151.51 | 647.79 | 647.79 |
| 0061 COOKES RD | 0.00 | 0.00 | 287.50 | 92.36 | 108.66 | 488.52 | 488.52 |
| 0062 ROGERS RD | 0.00 | 0.00 | 475.00 | 129.29 | 152.11 | 756.40 | 756.40 |
| 0063 WILLIAMSONS RD | 0.00 | 0.00 | 112.50 | 27.71 | 32.60 | 172.81 | 172.81 |
| 0065 SCHILLINGS RD | 0.00 | 0.00 | 82.50 | 45.71 | 53.77 | 181.98 | 181.98 |
| 0066 COLLINS RD | 0.00 | 0.00 | 437.50 | 129.29 | 152.11 | 718.90 | 718.90 |
| 0067 WARRADALE RD | 0.00 | 0.00 | 325.00 | 92.35 | 108.65 | 526.00 | 526.00 |
| 0070 PICCADILLY RD | 0.00 | 0.00 | 225.00 | 63.01 | 74.14 | 362.15 | 362.15 |

| SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR PERIOD ENDING 30 APRIL 2013 | | | | | | | |
|--|----------------------------|--------------------------------|------------------------|-------------------------|--------------------------|------------------------------|------------------|
| | M & C (Exp) | Other Expense (Exp) | POC (Alloc) | PWOH (Alloc) | Wages (Alloc) | Total Alloc (Exp) | Total Exp |
| 0071 MURRAYS RD | 0.00 | 0.00 | 550.00 | 147.76 | 173.84 | 871.60 | 871.60 |
| 0072 SMITH RD | 0.00 | 0.00 | 210.00 | 100.88 | 118.69 | 429.57 | 429.57 |
| 0073 JOHNSONS RD | 0.00 | 0.00 | 75.00 | 18.47 | 21.73 | 115.20 | 115.20 |
| 0074 KILPATRICKS RD | 0.00 | 0.00 | 2,860.00 | 665.98 | 789.23 | 4,315.21 | 4,315.21 |
| 0075 FISHERS RD | 0.00 | 0.00 | 1,057.50 | 303.93 | 357.58 | 1,719.01 | 1,719.01 |
| 0076 HILLS RD | 0.00 | 0.00 | 112.50 | 36.94 | 43.46 | 192.90 | 192.90 |
| 0077 WANSBROUGH RD | 0.00 | 0.00 | 1,007.50 | 273.49 | 325.12 | 1,606.11 | 1,606.11 |
| 0078 BATEMANS RD | 0.00 | 0.00 | 140.00 | 36.70 | 43.46 | 220.16 | 220.16 |
| 0079 DRAPERS RD | 0.00 | 0.00 | 337.50 | 83.12 | 97.79 | 518.41 | 518.41 |
| 0082 DEEP POOL RD | 0.00 | 0.00 | 1,212.50 | 387.29 | 455.65 | 2,055.44 | 2,055.44 |
| 0084 McLEAN RD | 0.00 | 0.00 | 275.00 | 72.93 | 86.23 | 434.16 | 434.16 |
| 0085 KI RD | 816.00 | 0.00 | 5,370.00 | 1,668.74 | 1,968.98 | 9,007.72 | 9,823.72 |
| 0086 WALKERS RD | 0.00 | 0.00 | 37.50 | 9.24 | 10.87 | 57.61 | 57.61 |
| 0087 MANDIAKIN RD | 0.00 | 0.00 | 345.00 | 137.82 | 162.15 | 644.97 | 644.97 |
| 0090 SHEAHANS RD | 0.00 | 0.00 | 1,435.00 | 470.65 | 553.72 | 2,459.37 | 2,459.37 |
| 0091 BENNETTS RD | 0.00 | 0.00 | 562.50 | 147.76 | 173.84 | 884.10 | 884.10 |
| 0092 KENNEDYS RD | 0.00 | 0.00 | 108.75 | 54.94 | 64.63 | 228.32 | 228.32 |
| 0093 McKELLARS RD | 0.00 | 0.00 | 162.50 | 70.61 | 83.07 | 316.18 | 316.18 |
| 0094 BUCKINGHAMS RD | 0.00 | 0.00 | 562.50 | 203.18 | 239.04 | 1,004.72 | 1,004.72 |
| 0096 COUNTY PEAK RD | 0.00 | 0.00 | 375.00 | 201.27 | 236.79 | 813.06 | 813.06 |
| 0098 AVOCA RD | 0.00 | 0.00 | 677.50 | 218.78 | 257.39 | 1,153.67 | 1,153.67 |
| 0100 MAWSON RD | 0.00 | 0.00 | 1,485.00 | 1,618.67 | 1,904.33 | 5,008.00 | 5,008.00 |
| 0101 SIMMONS RD | 0.00 | 0.00 | 3,455.00 | 1,466.00 | 1,724.72 | 6,645.72 | 6,645.72 |
| 0102 DOBADERRY RD | 0.00 | 0.00 | 3,537.50 | 978.94 | 1,151.71 | 5,668.15 | 5,668.15 |

| SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR PERIOD ENDING 30 APRIL 2013 | | | | | | | |
|--|----------------------------|--------------------------------|------------------------|-------------------------|--------------------------|------------------------------|------------------|
| | M & C (Exp) | Other Expense (Exp) | POC (Alloc) | PWOH (Alloc) | Wages (Alloc) | Total Alloc (Exp) | Total Exp |
| 0103 FORREST ST | 0.00 | 0.00 | 752.50 | 906.28 | 1,066.22 | 2,725.00 | 2,725.00 |
| 0104 LUKIN ST | 0.00 | 0.00 | 248.75 | 191.19 | 224.96 | 664.90 | 664.90 |
| 0105 JOHN ST | 0.00 | 0.00 | 316.25 | 245.13 | 288.39 | 849.77 | 849.77 |
| 0106 DAWSON ST | 0.00 | 0.00 | 182.50 | 311.04 | 365.94 | 859.48 | 859.48 |
| 0107 EDWARD ST | 0.00 | 0.00 | 90.00 | 36.47 | 42.90 | 169.37 | 169.37 |
| 0108 SMITH ST | 0.00 | 0.00 | 661.25 | 428.55 | 504.22 | 1,594.02 | 1,594.02 |
| 0109 HARPER ST | 0.00 | 0.00 | 348.75 | 611.37 | 719.26 | 1,679.38 | 1,679.38 |
| 0110 QUEEN ST | 0.00 | 0.00 | 150.00 | 126.99 | 149.41 | 426.40 | 426.40 |
| 0111 DEMPSTER ST | 0.00 | 0.00 | 210.00 | 62.65 | 73.72 | 346.37 | 346.37 |
| 0113 LENNARD ST | 0.00 | 0.00 | 160.00 | 426.28 | 501.50 | 1,087.78 | 1,087.78 |
| 0114 BARTRAM ST SOUTH | 0.00 | 0.00 | 960.00 | 395.59 | 465.41 | 1,821.00 | 1,821.00 |
| 0115 HOPE ST | 0.00 | 0.00 | 472.50 | 200.56 | 235.97 | 909.03 | 909.03 |
| 0117 HUSKING ST | 0.00 | 0.00 | 0.00 | 35.96 | 42.30 | 78.26 | 78.26 |
| 0119 SEWELL ST | 0.00 | 0.00 | 22.50 | 9.12 | 10.73 | 42.35 | 42.35 |
| 0122 BROOKING ST | 0.00 | 0.00 | 1,303.75 | 706.60 | 831.36 | 2,841.71 | 2,841.71 |
| 0123 NICHOLAS ST | 0.00 | 0.00 | 4,102.50 | 1,669.31 | 1,970.95 | 7,742.76 | 7,742.76 |
| 0124 RICHARDSON ST | 0.00 | 0.00 | 11.25 | 36.47 | 42.91 | 90.63 | 90.63 |
| 0125 VINCENT ST | 0.00 | 0.00 | 2,286.25 | 1,726.29 | 2,030.99 | 6,043.53 | 6,043.53 |
| 0126 CHIPPER ST | 0.00 | 0.00 | 110.00 | 54.32 | 63.91 | 228.23 | 228.23 |
| 0127 HORLEY ST | 0.00 | 0.00 | 180.00 | 72.68 | 85.50 | 338.18 | 338.18 |
| 0131 ELIZABETH ST | 0.00 | 0.00 | 225.00 | 126.99 | 149.41 | 501.40 | 501.40 |
| 0139 CHESTILLION CT | 0.00 | 0.00 | 11.25 | 45.58 | 53.63 | 110.46 | 110.46 |
| 0140 CAUDLE RD | 0.00 | 0.00 | 112.50 | 35.30 | 41.54 | 189.34 | 189.34 |
| 0143 LUDGATE ST | 0.00 | 0.00 | 37.50 | 9.24 | 10.87 | 57.61 | 57.61 |

| SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR PERIOD ENDING 30 APRIL 2013 | | | | | | | |
|--|----------------------------|--------------------------------|------------------------|-------------------------|--------------------------|------------------------------|-------------------|
| | M & C (Exp) | Other Expense (Exp) | POC (Alloc) | PWOH (Alloc) | Wages (Alloc) | Total Alloc (Exp) | Total Exp |
| 0146 RAILWAY ST | 0.00 | 0.00 | 186.25 | 123.82 | 145.67 | 455.74 | 455.74 |
| 0147 RAILWAY PDE | 0.00 | 0.00 | 45.00 | 90.91 | 106.95 | 242.86 | 242.86 |
| 0148 BETHANY RD | 0.00 | 0.00 | 1,393.75 | 478.49 | 563.49 | 2,435.73 | 2,435.73 |
| 0149 COUNCIL RD | 0.00 | 0.00 | 1,120.00 | 418.59 | 492.47 | 2,031.06 | 2,031.06 |
| 0152 LANGSFORD ST | 0.00 | 0.00 | 535.00 | 406.37 | 478.10 | 1,419.47 | 1,419.47 |
| 0154 WYALGIMA RD | 0.00 | 0.00 | 37.50 | 9.24 | 10.87 | 57.61 | 57.61 |
| 0155 SIMS RD | 0.00 | 0.00 | 172.50 | 64.29 | 75.64 | 312.43 | 312.43 |
| 0156 ROSSI RD | 0.00 | 0.00 | 75.00 | 18.47 | 21.73 | 115.20 | 115.20 |
| 0157 RIGOLL RD | 0.00 | 0.00 | 400.00 | 110.83 | 130.39 | 641.22 | 641.22 |
| 0160 DUFFIELD ST | 0.00 | 0.00 | 302.50 | 92.65 | 109.01 | 504.16 | 504.16 |
| 0162 BARNSLEY ST | 0.00 | 0.00 | 2,737.50 | 1,277.77 | 1,503.28 | 5,518.55 | 5,518.55 |
| 0166 WESTDALE RD | 0.00 | 0.00 | 14,752.50 | 9,445.79 | 11,140.83 | 35,339.12 | 35,339.12 |
| 0167 MAWSON RD | 0.00 | 0.00 | 4,595.00 | 1,933.92 | 2,275.23 | 8,804.15 | 8,804.15 |
| 0168 HUTCHINSON ST | 0.00 | 0.00 | 150.00 | 35.56 | 42.40 | 227.96 | 227.96 |
| 0176 CANNON HILL RD | 0.00 | 0.00 | 137.50 | 46.18 | 54.33 | 238.01 | 238.01 |
| 0180 LITTLE HILL RD | 0.00 | 0.00 | 187.50 | 56.31 | 66.25 | 310.06 | 310.06 |
| 5001 HUNT RD | 0.00 | 0.00 | 200.00 | 152.08 | 193.20 | 545.28 | 545.28 |
| No name | 0.00 | 0.00 | 952.50 | 368.82 | 433.91 | 1,755.23 | 1,755.23 |
| 9999 ROADS VARIOUS | 5,441.62 | 0.00 | 3,337.50 | 3,391.36 | 3,989.87 | 10,718.73 | 16,160.35 |
| Total ROAD | 7,955.53 | 0.00 | 233,587.50 | 92,956.26 | 109,624.10 | 436,167.86 | 444,123.39 |
| TOTAL | 9,127.48 | 20.76 | 238,876.25 | 95,317.15 | 112,415.67 | 446,609.07 | 455,757.31 |

11.2 Accounts Paid by Authority

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 17 May 2013
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S K Marshall, Deputy Chief Executive Officer
ATTACHMENTS: April 2013 – List of Accounts

SUMMARY

Council to consider authorising the payment of accounts.

BACKGROUND

The following list represents accounts paid by authority for the month of April 2013.

COMMENT

Unless otherwise identified, all payments have been made in accordance with Council's 2012/13 Budget.

STATUTORY ENVIRONMENT

Regulation 12 of the Local Government (Financial Management) Regulations provides that:

- (1) A payment may only be made from the municipal fund or the trust fund —
 - (a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or
 - (b) otherwise, if the payment is authorised in advance by a resolution of the council.
- (2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

Regulation 13 of the Local Government (Financial Management) Regulations provides that:

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
 - (a) the payee's name;
 - (b) the amount of the payment;
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
 - (2) A list of accounts for approval to be paid is to be prepared each month showing —
 - (a) for each account which requires council authorisation in that month —
 - (i) the payee's name;
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction;
- and
- (b) the date of the meeting of the Council to which the list is to be presented.
 - (3) A list prepared under sub regulation (1) or (2) is to be —

- (a) presented to the Council at the next ordinary meeting of the council after the list is prepared; and
- (b) recorded in the minutes of that meeting.

FINANCIAL IMPLICATIONS

Unless otherwise identified, all payments have been made in accordance with Council's 2012/13 Budget.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Authority to Purchase – All acquisitions should be in accordance with budget provisions or to a maximum specified cost.

VOTING REQUIREMENTS

Simple majority

OFFICER'S RECOMMENDATION

That the List of Accounts as presented:

April 2013:

| | | |
|--|----|----------------------------|
| (1) Municipal Fund – Account 016-540 259 838 056 | | |
| Cheque vouchers: 1048 - 1056 incl totalling | \$ | 39,730.09 previously paid |
| EFT vouchers 11 Apr 13 01-38 incl totalling | \$ | 48,306.11 |
| EFT vouchers 12 Apr 13 01-12 incl totalling | \$ | 28,331.50 |
| EFT vouchers 19 Apr 13 01-57 incl totalling | \$ | 258,143.06 |
| EFT vouchers 24 Apr 13 01-38 incl totalling | \$ | 47,667.70 |
| EFT vouchers 26 Apr 13 01-24 incl totalling | \$ | <u>431,145.34</u> |
| Total of EFT vouchers for Apr 2013 incl | \$ | 813,593.71 previously paid |
| | | |
| (2) Trust Fund – Account 016-259 838 128 | | |
| Cheque vouchers: 1446 incl totalling | \$ | 30.00 previously paid |
| EFT vouchers incl totalling | \$ | Nil |
| | | |
| (3) Direct Debit Payments totalling | \$ | 74,280.88 previously paid |
| | | |
| (4) Credit Card Payments totalling | \$ | 544.97 previously paid |

be authorised.

COUNCIL RESOLUTION

M5/0513

Moved Cr Foster

Seconded Cr Shaw

That the List of Accounts as presented:

April 2013:

| | | |
|---|----------------------|-----------------|
| (1) Municipal Fund – Account 016-540 259 838 056 | | |
| Cheque vouchers: 1048 - 1056 incl totalling | \$ 39,730.09 | previously paid |
| EFT vouchers 11 Apr 13 01-38 incl totalling | \$ 48,306.11 | |
| EFT vouchers 12 Apr 13 01-12 incl totalling | \$ 28,331.50 | |
| EFT vouchers 19 Apr 13 01-57 incl totalling | \$ 258,143.06 | |
| EFT vouchers 24 Apr 13 01-38 incl totalling | \$ 47,667.70 | |
| EFT vouchers 26 Apr 13 01-24 incl totalling | \$ 431,145.34 | |
| Total of EFT vouchers for Apr 2013 incl | \$ 813,593.71 | previously paid |
| (2) Trust Fund – Account 016-259 838 128 | | |
| Cheque vouchers: 1446 incl totalling paid | \$ 30.00 | previously |
| EFT vouchers incl totalling | \$ Nil | |
| (3) Direct Debit Payments totalling | \$ 74,280.88 | previously paid |
| (4) Credit Card Payments totalling paid | \$ 544.97 | previously |

be authorised.

CARRIED 7/0

| TYPE | DATE | PAYEE | DETAILS | AMT | TOTALS |
|---------------|------------|---|---|------------|---------|
| Direct Debit | 03/04/2013 | ANZ- TRANSACTIVE (ONLINE BANKING) | MAR 13 ONLINE BANKING | -114.20 | -114.20 |
| Direct Debit | 03/04/2013 | CBA - MERCHANT BANKING | MAR 2013 TRANSACTION FEES | -107.02 | -107.02 |
| Direct Debit | 04/04/2013 | CBA - MERCHANT BANKING | MAR 2013 ACCCESS FEE | -39.64 | -39.64 |
| Direct Debit | 04/04/2013 | WESTNET PTY LTD | APR 2013 INTERNET ACCESS | -275.00 | -275.00 |
| Liability Chq | 11/04/2013 | ACCOUNTANTS SUPER | SUPER CONTRIB: FE 10 APR 13 | 0.00 | 0.00 |
| Liability Chq | 11/04/2013 | BT FIN GP-LEONHARDT Scott | SUPER CONTRIB: FE 10 APR 13 | 0.00 | 0.00 |
| Liability Chq | 11/04/2013 | COLONIAL FIRST STATE-CORRIGAN Justin | SUPER CONTRIB: FE 10 APR 13 | 0.00 | 0.00 |
| Liability Chq | 11/04/2013 | CSRF - CATHOLIC SUPER & RETIREMENT FUND | SUPER CONTRIB: FE 10 APR 13 | 0.00 | 0.00 |
| Liability Chq | 11/04/2013 | DOMINION SUPERANNUATION MASTER TRUST | SUPER CONTRIB: FE 10 APR 13 | 0.00 | 0.00 |
| Liability Chq | 11/04/2013 | PRIME SUPER | SUPER CONTRIB: FE 10 APR 13 | 0.00 | 0.00 |
| Liability Chq | 11/04/2013 | SHIRE OF BEVERLEY | 2013-04 APR SAL DEDUCTIONS (10 APR): RATES | 0.00 | 0.00 |
| Liability Chq | 11/04/2013 | SUPERWRAP - PERSONAL SUPER PLAN | SUPER CONTRIB: FE 10 APR 13 | 0.00 | 0.00 |
| Liability Chq | 11/04/2013 | WALGSP - SUPER | SUPER CONTRIB: FE 10 APR 13 | 0.00 | 0.00 |
| EFT Pymt | 12/04/2013 | ACCOUNTANTS SUPER | SUPER CONTRIB: FE 10 APR 13 | -64.61 | |
| EFT Pymt | 12/04/2013 | BDH - BEV DOME HIRE | DIESEL: 8,495 L | -11,756.23 | |
| EFT Pymt | 12/04/2013 | BT FIN GP-LEONHARDT Scott | SUPER CONTRIB: FE 10 APR 13 | -165.20 | |
| EFT Pymt | 12/04/2013 | COLONIAL FIRST STATE-CORRIGAN Justin | SUPER CONTRIB: FE 10 APR 13 | -270.03 | |
| EFT Pymt | 12/04/2013 | CSRF - CATHOLIC SUPER & RETIREMENT FUND | SUPER CONTRIB: FE 10 APR 13 | -109.00 | |
| EFT Pymt | 12/04/2013 | DAWSONS CONCRETE & REINFORCING | DAWSON ST FOOTPATHS: FINAL PYMT | -9,700.00 | |
| EFT Pymt | 12/04/2013 | DOMINION SUPERANNUATION MASTER TRUST | SUPER CONTRIB: FE 10 APR 13 | -156.53 | |
| EFT Pymt | 12/04/2013 | FACEY Phyllis | 2013-04 APR BLARNEY ISSUES | -250.00 | |
| EFT Pymt | 12/04/2013 | GOLLAN Stephen | REIMBURSE - CEO: FUEL 07 APR 13 | -50.46 | |
| EFT Pymt | 12/04/2013 | PRIME SUPER | SUPER CONTRIB: FE 10 APR 13 | -54.00 | |

| TYPE | DATE | PAYEE | DETAILS | AMT | TOTALS |
|--------------|------------|---------------------------------|---|------------|------------|
| EFT Pymt | 12/04/2013 | SUPERWRAP - PERSONAL SUPER PLAN | SUPER CONTRIB: FE 10 APR 13 | -692.32 | |
| EFT Pymt | 12/04/2013 | WALGSP - SUPER | SUPER CONTRIB: FE 10 APR 13 | -5,063.12 | -28,331.50 |
| Direct Debit | 16/04/2013 | 3 MESSAGING | 3 MESSAGING: 2013-04 APR SMS SERVICE FEE | -224.62 | -224.62 |
| EFT Pymt | 19/04/2013 | ACES AUSTRALIA | SWIM POOL: SNAKE HANDLING EQUIPMENT | -214.39 | |
| EFT Pymt | 19/04/2013 | ADC PROJECTS | NEW SPORTING COMPLEX: CONTRACT ADMIN (7th of 10 PAYMENTS) | -4,730.00 | |
| EFT Pymt | 19/04/2013 | AG IMPLEMENTS NORTHAM/MERREDIN | BE030 (BH02): PARTS | -181.94 | |
| EFT Pymt | 19/04/2013 | AIMS | 2013-03 MAR FUEL TAX CREDITS | -232.65 | |
| EFT Pymt | 19/04/2013 | AMPAC | COLLECTION PROCEEDINGS: O/S RATES | -14,175.32 | |
| EFT Pymt | 19/04/2013 | ARCHIVEWISE | 2013-03 MAR STORAGE of ARCHIVES - 68 BOXES & 5 x MAP BOXES | -60.05 | |
| EFT Pymt | 19/04/2013 | AUST POST | MAR 2013 POSTAGE | -440.25 | |
| EFT Pymt | 19/04/2013 | AVON EXPRESS - STANFIELD Cobb | FREIGHT CHARGES - MAR 2013 | -38.50 | |
| EFT Pymt | 19/04/2013 | AVON TOURISM INC | ADD'NAL FUNDING: OFFSET 12/13 FUNDING SHORTFALL | -2,200.00 | |
| EFT Pymt | 19/04/2013 | AVON TRADING | MAR 2013 HARDWARE SUPPLIES | -1,147.51 | |
| EFT Pymt | 19/04/2013 | AVON WASTE | 1,908 BIN COLLECTION FE 05 APR 13 INC RECYCLING BINS & 1 x RECYCLING COLLECTION & EASTER TENNI... | -4,293.20 | |
| EFT Pymt | 19/04/2013 | BEV COUNTRY KITCHEN | COMMITTEE MEETS: 04, 11 APR 13 | -528.00 | |
| EFT Pymt | 19/04/2013 | BEV CRC (TELECENTRE) | 2013-04 APR: COMPILING FOR PRODUCTION | -825.00 | |
| EFT Pymt | 19/04/2013 | BEV FARM SERVICES | NOXIOUS WEEDS - TOWN: CHEMICAL | -517.42 | |
| EFT Pymt | 19/04/2013 | BEV GAS & PLUMBING | BALKULING STANDPIPE: MAINTENANCE | -534.33 | |
| EFT Pymt | 19/04/2013 | BEV IGA | MAR 2013 PURCHASES | -711.21 | |
| EFT Pymt | 19/04/2013 | BEV NEWS - Barry & Pauline | MAR 2013 ACCOUNT | -595.45 | |
| EFT Pymt | 19/04/2013 | BGC CEMENT | VARIOUS ROADS & BRIDGES: CEMENT | -1,360.21 | |

| TYPE | DATE | PAYEE | DETAILS | AMT | TOTALS |
|----------|------------|---|---|------------|--------|
| EFT Pymt | 19/04/2013 | BOC LIMITED | MAR 2013: CYLINDER RENTAL | -64.51 | |
| EFT Pymt | 19/04/2013 | BURTONS WELDING & REPAIR | BE024 (UTE17): INSTAL | -1,650.00 | |
| EFT Pymt | 19/04/2013 | CATERLINK | NEW SPORTS COMPLEX: NEW KITCHEN FITOUT | -27,980.70 | |
| EFT Pymt | 19/04/2013 | CLAW ENVIRONMENTAL | DRUMMUSTER: 12 APR 2013 | -196.02 | |
| EFT Pymt | 19/04/2013 | CORNFORTH, C B | NEW SPORTING COMPLEX: SITE INSPECTION DUE TO PLAN CHANGES | -4,519.00 | |
| EFT Pymt | 19/04/2013 | COUNTRY COPIERS NORTHAM | iR7086 READING: 19 FEB - 04 APR 13 | -1,097.21 | |
| EFT Pymt | 19/04/2013 | COURIER AUSTRALIA/TOLL IPEC | FREIGHT CHARGES: 22 MAR - 10 APR 13 | -202.66 | |
| EFT Pymt | 19/04/2013 | DCA - DOMINIC CARBONE & ASSOC | DEC 12, JAN-FEB 13 M/END FINANCIALS & BUDGET REVIEW | -3,267.00 | |
| EFT Pymt | 19/04/2013 | DPT REG DEV & LANDS | RES AVON LOC 28804 - NEW LEASE to SEP 2013 | -2,054.50 | |
| EFT Pymt | 19/04/2013 | EDGE PLANNING & PROPERTY | LOCAL PLAN STRATEGY: PROF FEES - MAR 13 & CR WORKSHOP | -3,435.24 | |
| EFT Pymt | 19/04/2013 | GRANT C CARPET CLEANING | 30B DAWSON ST: CARPET CLEANING | -140.00 | |
| EFT Pymt | 19/04/2013 | HAINES NORTON | FEB 13 BAS - PREP & RECONCILIATION | -467.50 | |
| EFT Pymt | 19/04/2013 | HEMPFIELD SMALL ENGINE | SUNDRAY PLANT (SPL03) & SUNDRY MOWERS (MOW02): PARTS | -267.75 | |
| EFT Pymt | 19/04/2013 | HERSEY JR & A PTY LTD | VARIOUS ITEMS | -1,170.69 | |
| EFT Pymt | 19/04/2013 | HITACHI CONSTRUCTION MACHINERY (AUST) P/L | BE036 (LDR04): PARTS | -2,197.72 | |
| EFT Pymt | 19/04/2013 | ISWEEP TOWN & COUNTRY | STREET SWEEPING: 27 - 28 MAR 13 | -1,930.50 | |
| EFT Pymt | 19/04/2013 | JASON SIGNMAKERS | SPEC GRANT RRG - WESTDALE RD1: ROAD MARKERS | -1,364.00 | |
| EFT Pymt | 19/04/2013 | KEVREK | BE024 (UTE17): PARTS | -5,940.00 | |
| EFT Pymt | 19/04/2013 | LANDGATE (DOLA) | TITLE SEARCHES | -24.00 | |
| EFT Pymt | 19/04/2013 | LANDGATE (VGO) | VALUATION FEES: 26 SEP 12 - 15 MAR 13 | -359.16 | |
| EFT Pymt | 19/04/2013 | LGIS RISK MANAGEMENT | REG RISK COORDINATOR 12/13 YR: JAN - JUN 2013 | -3,572.80 | |
| EFT Pymt | 19/04/2013 | MJB INDUSTRIES | YENYENING L RD1; MORBINING RD; GEN MNTCE: PIPING | -15,656.70 | |

| TYPE | DATE | PAYEE | DETAILS | AMT | TOTALS |
|---------------|------------|---|---|-------------|-------------|
| EFT Pymt | 19/04/2013 | ORICA/SPECTRUM | 2013-03 MAR CHLORINE CYLINDER RENTAL (ORICA) | -77.75 | |
| EFT Pymt | 19/04/2013 | PPCA | LIC 6364111 (EXP 31 MAR 2014) | -301.84 | |
| EFT Pymt | 19/04/2013 | QUAIRADING EARTHMOVING | GREENHILLS S RD1 & POTTS RD1: BULLDOZER HIRE | -5,027.00 | |
| EFT Pymt | 19/04/2013 | RA-AN ENTERPRISES | BLACK SPOT FUNDING: YORK WILLIAMS RD1/VALENTINES RD I/SECT - DOZER & EXCAVATOR HIRE | -17,083.00 | |
| EFT Pymt | 19/04/2013 | RADIOWEST BROADCASTERS P/L | 2013-03 MAR: INTERVIEW "AROUND THE TOWN" INTERVIEW | -55.00 | |
| EFT Pymt | 19/04/2013 | RIDGWAY Dee | 12/13 YR TRAVEL CLAIM & FAREWELL GIFT REIMBURSE | -717.80 | |
| EFT Pymt | 19/04/2013 | RnR CONTRACTING PTY LTD | VARIOUS RDS: BITUMEN RESEALING | -109,124.79 | |
| EFT Pymt | 19/04/2013 | ROSHER E & MJ | ROAD BROOM (RBR01): PARTS | -2,805.00 | |
| EFT Pymt | 19/04/2013 | SHIRE OF BROOKTON | 2013-03 MAR TOWN PLANNING SCHEME | -5,155.19 | |
| EFT Pymt | 19/04/2013 | SHIRE OF YORK | HEALTH SERVICES: MAR 2013, RANGER SERVICES 18 MAR 13 | -1,547.72 | |
| EFT Pymt | 19/04/2013 | STATE LAW PUBLISHER | ADVERTISING: TPS 2 AMENDMENT #20 | -133.50 | |
| EFT Pymt | 19/04/2013 | STRATCO | RLWY STN: REPAIRS to BACK FENCE | -174.38 | |
| EFT Pymt | 19/04/2013 | TESTEL | MAR 13 ELECT EQUIP SAFETY CHECK: VARIOUS BUILDINGS | -1,990.75 | |
| EFT Pymt | 19/04/2013 | TURF DEVELOPMENTS WA PTY LTD | REC GROUND OVAL: SOIL ANALYSIS & REPORT | -649.00 | |
| EFT Pymt | 19/04/2013 | WALGA - WA LOCAL GOVERNMENT ASSOCIATION | ADVERTISING: MTCE OFFICER POS, NBN TOWER | -2,238.01 | |
| EFT Pymt | 19/04/2013 | WATERMAN IRRIGATION | REC GROUND RETIC: TWO WIRE DECODERS | -668.80 | |
| EFT Pymt | 19/04/2013 | WESTRAC | BE021 (LDR05): PARTS | -50.44 | -258,143.06 |
| Liability Chq | 24/04/2013 | ACCOUNTANTS SUPER | SUPER CONTRIB: FE 24 APR 13 | 0.00 | 0.00 |
| Liability Chq | 24/04/2013 | ATO - AUSTRALIAN TAX OFFICE | 2013-04 APR PAYG TAX | 0.00 | 0.00 |
| Liability Chq | 24/04/2013 | BT FIN GP-LEONHARDT Scott | SUPER CONTRIB: FE 24 APR 13 | 0.00 | 0.00 |
| Liability Chq | 24/04/2013 | COLONIAL FIRST STATE-CORRIGAN Justin | SUPER CONTRIB: FE 24 APR 13 | 0.00 | 0.00 |
| Liability Chq | 24/04/2013 | CSRF - CATHOLIC SUPER & RETIREMENT FUND | SUPER CONTRIB: FE 24 APR 13 | 0.00 | 0.00 |

| TYPE | DATE | PAYEE | DETAILS | AMT | TOTALS |
|---------------|------------|---|--|-------------|--------|
| Liability Chq | 24/04/2013 | DOMINION SUPERANNUATION MASTER TRUST | SUPER CONTRIB: FE 24 APR 13 | 0.00 | 0.00 |
| Liability Chq | 24/04/2013 | LGRCEU | 2013-04 APR UNION FEES | 0.00 | 0.00 |
| Liability Chq | 24/04/2013 | PRIME SUPER | SUPER CONTRIB: FE 24 APR 13 | 0.00 | 0.00 |
| Liability Chq | 24/04/2013 | SHIRE OF BEVERLEY | 2013-04 APR SAL DEDUCTIONS (24 APR): RATES | 0.00 | 0.00 |
| Liability Chq | 24/04/2013 | SUPERWRAP - PERSONAL SUPER PLAN | SUPER CONTRIB: FE 24 APR 13 | 0.00 | 0.00 |
| Liability Chq | 24/04/2013 | WALGSP - SUPER | SUPER CONTRIB: FE 24 APR 13 | 0.00 | 0.00 |
| EFT Pymt | 26/04/2013 | ACCOUNTANTS SUPER | SUPER CONTRIB: FE 24 APR 13 | -80.76 | |
| EFT Pymt | 26/04/2013 | AUSSIE IT | PRINTER TONERS | -607.20 | |
| EFT Pymt | 26/04/2013 | AVON WASTE | 1,911 BIN COLLECTION FE 19 APR 13 INC RECYLING BINS & 1 x RECYCLING COLLECTION | -4,166.08 | |
| EFT Pymt | 26/04/2013 | BADGE | NEW SPORTS COMPLEX: PROG PYMT 6 | -403,590.58 | |
| EFT Pymt | 26/04/2013 | BDH - BEV DOME HIRE | DIESEL: 4,000 L | -5,376.00 | |
| EFT Pymt | 26/04/2013 | BEV COUNTRY KITCHEN | PLANT & WORKS MEET: 18 JAN 13 | -200.00 | |
| EFT Pymt | 26/04/2013 | BT FIN GP-LEONHARDT Scott | SUPER CONTRIB: FE 24 APR 13 | -158.90 | |
| EFT Pymt | 26/04/2013 | CAMPBELL SHAW PTY LTD | ASS 51506 - REFUND | -1,188.75 | |
| EFT Pymt | 26/04/2013 | COLONIAL FIRST STATE-CORRIGAN Justin | SUPER CONTRIB: FE 24 APR 13 | -270.03 | |
| EFT Pymt | 26/04/2013 | CSRF - CATHOLIC SUPER & RETIREMENT FUND | SUPER CONTRIB: FE 24 APR 13 | -109.00 | |
| EFT Pymt | 26/04/2013 | DOMINION SUPERANNUATION MASTER TRUST | SUPER CONTRIB: FE 24 APR 13 | -125.42 | |
| EFT Pymt | 26/04/2013 | HOTEL BEV - MAXWELL | COUNCIL MEET - 23 APR 2013 | -598.80 | |
| EFT Pymt | 26/04/2013 | IRELAND Norm | REIMBURSE: FUEL for COM BUS | -50.00 | |
| EFT Pymt | 26/04/2013 | JASOL AUSTRALIA | VARIOUS: CLEANING PRODUCTS | -833.01 | |
| EFT Pymt | 26/04/2013 | KAY Lyn | YOUTH COORDINATOR: MAR - APR 13 | -1,565.00 | |
| EFT Pymt | 26/04/2013 | LGRCEU | 2013-04 APR UNION FEES | -77.60 | |
| EFT Pymt | 26/04/2013 | MORBINNING CATCHMENT GROUP | MORBINNING FIRE BRIGADE: POWER REIMBURSE 18 JAN - 23 MAR 13 | -64.85 | |

| TYPE | DATE | PAYEE | DETAILS | AMT | TOTALS |
|---|------------|---------------------------------|---|--------------------|--------------------|
| EFT Pymt | 26/04/2013 | MORRELL RH & DW (SCOTT) | AERODROME: WEED SPRAYING | -609.14 | |
| EFT Pymt | 26/04/2013 | PRIME SUPER | SUPER CONTRIB: FE 24 APR 13 | -54.00 | |
| EFT Pymt | 26/04/2013 | REGIONAL ANTENNAS PLUS | STAFF HOUSING: DIGITAL SIGNAL ISSUES | -1,176.45 | |
| EFT Pymt | 26/04/2013 | SUPERWRAP - PERSONAL SUPER PLAN | SUPER CONTRIB: FE 24 APR 13 | -692.32 | |
| EFT Pymt | 26/04/2013 | TUDDENHAM GJ & PA | E WASTE PROCESSING: APR 13 | -4,400.00 | |
| EFT Pymt | 26/04/2013 | WALGSP - SUPER | SUPER CONTRIB: FE 24 APR 13 | -5,010.08 | |
| EFT Pymt | 26/04/2013 | WESTRAC | BE021 (LDR05): PARTS | -141.37 | -431,145.34 |
| Direct Debit | 30/04/2013 | DPI - LICENSING SERVICES | MAR/APR 13 LICENSING PAYMENTS | -73,520.40 | -73,520.40 |
| Cheque # 1048 | 09/04/2013 | SYNERGY | STREET LIGHTS: 25 JAN - 24 FEB 13 | -2,285.95 | -2,285.95 |
| Cheque # 1049 | 12/04/2013 | ATO - AUSTRALIAN TAX OFFICE | 2013-03 MAR BAS RETURN | -1,755.00 | -1,755.00 |
| Cheque # 1050 | 16/04/2013 | TELSTRA | 2013-04 APR TELEPHONE ACCOUNTS | -1,526.40 | -1,526.40 |
| Cheque # 1051 | 19/04/2013 | BEV MED PRACTICE - ADEBAYO | 2013 FLU VACS x 13 STAFF | -572.00 | -572.00 |
| Cheque # 1052 | 19/04/2013 | BREMNER Fred | BOOK: "DONT WASTE THE WATER" | -27.50 | -27.50 |
| Cheque # 1053 | 19/04/2013 | RADIOLOGICAL COUNCIL | REG FEES: IRRADIATING APPRARTUS &/OR ELECTRONIC PRODUCTS for 3 YEARS | -277.00 | -277.00 |
| Cheque # 1054 | 26/04/2013 | DARLING RANGE P/L | ASS 51426 - REFUND | -244.14 | -244.14 |
| Cheque # 1055 | 26/04/2013 | SYNERGY | STREET LIGHTS: 25 FEB - 24 MAR 13 | -2,064.75 | -2,064.75 |
| Cheque # 1056 | 26/04/2013 | WATER CORPORATION | 2013-04 APR WATER ACCOUNTS | -30,977.35 | -30,977.35 |
| Gen Jrnl 2439 | 15/04/2013 | | MAR 13 # - CREDIT CARD | -544.97 | -544.97 |
| PAYMENTS RAISED IN CURRENT MONTH | | | | -832,175.84 | -832,175.84 |

| TYPE | DATE | PAYEE | DETAILS | AMT | TOTALS |
|--|------------|----------------------------|---|--|------------------------------|
| WAGES & SALARIES | | | | | |
| EFT Pymt | 11/04/2013 | WAGES & SALARIES | FE - 10 APR 13 | -48,306.11 | |
| EFT Pymt | 24/04/2013 | WAGES & SALARIES | FE - 24 APR 13 | -47,667.70 | |
| | | | | WAGES & SALARIES | -95,973.81 -95,973.81 |
| TRANSFERS to TRUST | | | | | |
| | | | | TRANSFERS to TRUST | 0.00 0.00 |
| UNPRESENTED PAYMENTS for CURRENT BANK STATEMENT | | | | | |
| Cheque # 1051 | 19/04/2013 | BEV MED PRACTICE - ADEBAYO | 2013 FLU VACS x 13 STAFF | 572.00 | |
| Cheque # 1053 | 19/04/2013 | RADIOLOGICAL COUNCIL | REG FEES: IRRADIATING APPRARTUS &/OR ELECTRONIC PRODUCTS for 3 YEARS | 277.00 | |
| Cheque # 1054 | 26/04/2013 | DARLING RANGE P/L | ASS 51426 - REFUND | 244.14 | |
| Cheque # 1055 | 26/04/2013 | SYNERGY | STREET LIGHTS: 25 FEB - 24 MAR 13 | 2,064.75 | |
| Cheque # 1056 | 26/04/2013 | WATER CORPORATION | 2013-04 APR WATER ACCOUNTS | 30,977.35 | |
| | | | | UNPRESENTED PAYMENTS for CURRENT BANK STATEMENT | 34,135.24 34,135.24 |
| PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS | | | | | |
| | | | | PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS | 0.00 0.00 |
| OTHER AMENDMENTS/GENERAL JOURNALS | | | | | |
| | | | | OTHER AMENDMENTS/GENERAL JOURNALS | 0.00 0.00 |

| TYPE | DATE | PAYEE | DETAILS | AMT | TOTALS |
|---|------------|-------------------------|---|---------------|--------------------|
| INVESTMENTS | | | | | |
| | | | INVESTMENTS | 0.00 | 0.00 |
| | | | TOTAL EXPENDITURE for MUNICIPAL ACCOUNT | | -894,014.41 |
| CREDIT CARD PAYMENT SUMMARY for CURRENT BANK STATEMENT | | | | | |
| Bill Pmt - CCard | 28/02/2013 | EXPANDO - NO BLAST P/L | MORBINING RD1: 20kg EXPANDO | 226.37 | |
| Bill Pmt - CCard | 08/03/2013 | FONE ZONE | CEO: PREPAID CREDIT for WIRELESS INTERENT ACCESS | 180.00 | |
| Bill Pmt - CCard | 14/03/2013 | McDOUGALL DIGITAL PRINT | PRINTING of A1 MAPS re L3 SIMMONS RD | 61.60 | |
| Bill Pmt - CCard | 20/03/2013 | WA APPLIANCE PARTS | 59 SMITH ST: ELEMENT FOR WALL OVEN | 77.00 | |
| | | | CREDIT CARD PAYMENT SUMMARY for CURRENT BANK STATEMENT | 544.97 | |
| TRUST ACCOUNT DETAILS | | | | | |
| PAYMENTS RAISED IN CURRENT MONTH | | | | | |
| Cheque # 1446 | 19/04/2013 | BREESE Karmen | REFUND - GYM KEY BOND | -30.00 | |
| | | | PAYMENTS RAISED IN CURRENT MONTH | -30.00 | -30.00 |
| PAYMENTS UNPRESENTED IN CURRENT BANK # | | | | | |
| Cheque # 1446 | 19/04/2013 | BREESE Karmen | REFUND - GYM KEY BOND | 30.00 | |
| | | | PAYMENTS UNPRESENTED IN CURRENT BANK # | 30.00 | 30.00 |

| TYPE | DATE | PAYEE | DETAILS | AMT | TOTALS |
|--|------|-------|--|-------------|---------------------------|
| PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS | | | | | |
| | | | | <u>0.00</u> | <u>0.00</u> |
| OTHER AMENDMENTS/GENERAL JOURNALS | | | | | |
| | | | | <u>0.00</u> | <u>0.00</u> |
| | | | TOTAL EXPENDITURE for TRUST ACCOUNT | | 0.00 |
| TOTAL EXPENDITURE as reconciled to the APRIL 2013 BANK STATEMENTS | | | | | |
| | | | Municipal Account Expenditure | | -894,014.41 |
| | | | Trust Account Expenditure | | 0.00 |
| | | | TOTAL EXPENDITURE for APRIL 2013 | | <u>-894,014.41</u> |

11.3 Draft 2013/14 Budget – Community Grant Pool

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 20 May 2013
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S K Marshall, Deputy Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

That Council considers establishing a Community Grants pool in the 2013/14 Budget.

BACKGROUND

At the April 2013 Council Forum, Councillors expressed an interest in establishing a Community Grants pool in order to fund worthwhile community projects on a competitive basis. The idea was to establish a \$30,000 grant pool using cropping reserve funds.

COMMENT

Several community organisations are already supported annually. These groups and their annual allocations are as follows:

| | 2012/13 |
|--|------------------------|
| | <u>Budget</u> |
| Beverley Tourism Centre | \$6,000 |
| Beverley Art Gallery Society | \$6,000 |
| Art Exhibition | \$2,600 |
| Beverley Referral and Community Services | \$2,000 |
| Agricultural Society | \$1,500 |
| Historical Society | \$1,000 |
| Lions Club – Australia Day | \$600 |
| Central District Affiliated Agricultural Society | \$250 |
| P&C Association (Book Prize) | \$220 |
| Total | <u>\$20,170</u> |

In addition Council allowed for these additional contributions:

| | 2012/13 |
|-------------------------|-----------------------|
| | <u>Budget</u> |
| Contributions – Various | \$4,000 |
| Other | \$1,000 |
| Total | <u>\$5,000</u> |

In total Council allocates \$25,170 to the support of Community Groups in their annual Budget. These contributions are funded from general Municipal funds.

Currently these allocations are automatically included in the Budget from year to year with recipients needing to present a tax invoice, with those receiving larger amounts (\$2,000+) also required to present an annual financial report of the previous year, to receive payment of their allocation.

It is proposed that under the Community Grant scheme, community members or groups will be able to apply for grant funds on a competitive basis under certain application timeframes (say 14 day period in September or October) with Council making the final decision of the allocation of funds.

The Community Grant Pool would include the funding for the above organisations, who would also have to individually apply for funding.

This process would see individuals or groups having to justify their funding allocations and allow for better control of Council in determining where funds are going and in the future determine whether these funds are being used effectively or not.

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

Reduced Reserve funds of \$30,000 if Community Grant Pool is funded from Cropping Reserve. Otherwise, \$30,000 expenditure from general Municipal funds.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil – It may be pertinent to establish a policy if Community Grant funding is to become competitive.

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That an allocation of \$30,000 for Community Grants, funded from the Cropping Reserve, be included in the draft 2013/14 Budget.

COUNCIL RESOLUTION

M6/0513

Moved Cr White

Seconded Cr Gogol

That an allocation of \$30,000 for Community Grants be included in the draft 2013/14 Budget and a Community Grants Policy be developed.

CARRIED 7/0

11.4 2012/13 CLGF Submission

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 22 May 2013
APPLICANT: N/A
FILE REFERENCE: ADM 0383
AUTHOR: S K Marshall, Deputy Chief Executive Officer
ATTACHMENTS: Draft Financial Assistance Agreement and Guidelines

SUMMARY

That Council considers endorsing the funding submission for 2012/13 Country Local Government Fund (CLGF) Individual component.

BACKGROUND

Through the *Royalties for Regions Act 2009*, the equivalent of 25 per cent of the State's mining and onshore petroleum royalties are being returned to the State's regional areas each year as an additional investment in projects, infrastructure and community services.

The object of this Act is to promote and facilitate economic, business and social development in regional Western Australia.

The expenditure of Royalties for Regions funds is for the following purposes:

- To provide infrastructure and services in regional Western Australia;
- To develop and broaden the economic base of regional Western Australia; and
- To maximise job creation and improve career opportunities in regional Western Australia.

Under the CLGF guidelines, there are several criteria that projects must meet to be eligible for funding. These include:

1. Projects must be identified in a Council approved FCWP;
2. Local government should be well advanced in their project planning; and
3. CLGF expenditure must be directly related to the delivery of capital works projects.

The guidelines also outline what CLGF funds cannot be used for:

- projects not identified in the local government's FCWP;
- purchasing equipment (e.g. furniture, computers, vehicles or moveable plant);
- retiring debt;
- engaging consultants or staff outside or beyond the timeframe of an approved CLGF funded infrastructure project;
- general maintenance (such as the day-to-day servicing of an asset including small parts - please refer to Section 9, Page 10, of the *Local Government Accounting Manual (Edition 2)* for the relevant definition);
- feasibility studies, cost-benefit analysis, impact studies, marketing plans or research projects;

- the sole purpose of return on investment (e.g. interest); or
- retrospective funding, where projects have been completed or have commenced construction prior to receiving approval from RDL.

In 2011/12 the Shire of Beverley received \$905,977 from the 2011/12 CLGF Regional funding pool and in 2012/13, \$335,640 from the 2011/12 CLGF Individual funding pool contributing to the Beverley Recreation and Function Centre development.

COMMENT

There has been some urgency in submitting the application for 2012/13 funding, encouraged by the Department of Regional Development and Lands as the future of the CLGF is uncertain at the moment.

Consequently, it is proposed that the Shire of Beverley's Individual 2012/13 CLGF allocation of \$335,640 be utilised in finishing off the Recreation Ground Development with the aim of achieving the following objectives:

| | |
|-------------------------|--|
| Oval Lighting | Installation of oval lighting to allow sports events to be held at night to encourage increased participation of community members and with the aim of attracting state and national events. |
| Electronic Scoreboard | Installation of an electronic scoreboard to replace the dilapidated manual scoreboard currently at the oval. |
| Play Ground/Picnic Area | Establish a playground and picnic area to encourage a different dynamic at the Recreation Ground. |
| Oval Entrance | Seal the old oval entrance to fit with the refreshed aesthetics of the upgraded complex. |

These projects have been included in a draft Financial Assistance Agreement (attached under separate cover), which can be altered in the future if Council so desires.

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

Draft 2013/14 Budget

STRATEGIC IMPLICATIONS

Social – Building a sense of community by encouraging youth development, fostering community participation and ensuring access to services and facilities as needs change in the community.

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the draft 2013/14 CLGF Individual Financial Assistance Agreement submission be endorsed and the outlined projects included in the draft 2013/14 Budget.

COUNCIL RESOLUTION

M7/0513

Moved Cr Gogol

Seconded Cr Foster

That the draft 2013/14 CLGF Individual Financial Assistance Agreement submission be endorsed and the outlined projects included in the draft 2013/14 Budget.

CARRIED 7/0

12. ADMINISTRATION

12.1 Use of the Common Seal

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 21 May 2013
APPLICANT: N/A
FILE REFERENCE: ADM 0265
AUTHOR: S P Gollan, Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

Council to endorse the use of the Common Seal.

BACKGROUND

Allocation of the Common Seal requires accompanying signatures of both the Shire President (or Deputy) and Chief Executive Officer (or person acting in that position).

COMMENT

The Common Seal has been recently attached to the following document:

- 1) Loan Number 118, Agreement for \$1,000,000.00 between Western Australian Treasury Corporation and the Shire of Beverley.

STATUTORY ENVIRONMENT

Local Government Act 1995, Part 9, Division 3, Execution of documents states:

- (1) A document is duly executed by a local government if -
 - (a) the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or
 - (b) it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.
- (2) The common seal of a local government is not to be affixed to any document except as authorised by the local government.
- (3) The common seal of the local government is to be affixed to a document in the presence of -
 - (a) the mayor or president; and
 - (b) the chief executive officer or a senior employee authorised by the chief executive officer,
each of whom is to sign the document to attest that the common seal was so affixed.
- (4) A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.

- (5) A document executed by a person under an authority under subsection (4) is not to be regarded as a deed unless the person executes it as a sees and is permitted to do so by the authorisation.
- (6) A document purporting to be executed in accordance with this section is to be presumed to be duly executed unless the contrary is shown.
- (7) When a document is produced bearing a seal purporting to be the common seal of the local government, it is to be presumed that the seal is the common seal of the local government unless the contrary is shown.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council note and endorse the use of the Common Seal having been attached to:

- 1) Loan Number 118, Agreement for \$1,000,000.00 between Western Australian Treasury Corporation and the Shire of Beverley.

COUNCIL RESOLUTION

M8/0513

Moved Cr Foster

Seconded Cr Gogol

That Council note and endorse the use of the Common Seal having been attached to:

- 1) Loan Number 118, Agreement for \$1,000,000.00 between Western Australian Treasury Corporation and the Shire of Beverley.**

CARRIED 7/0

12.2 Licence Agreement – Beverley Station Arts Inc.

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 13 May 2013
APPLICANT: Beverley Station Arts Inc.
FILE REFERENCE: ADM 0158
AUTHOR: S P Gollan, Chief Executive Officer
ATTACHMENTS: Licence Agreement

SUMMARY

Council to consider endorsing the Licence Agreement for Portion of Reserve 47116, Beverley Station between the Shire of Beverley and Beverley Station Arts Inc.

BACKGROUND

A draft Licence Agreement has been formulated by McLeods after a meeting with David Vaughan and the Chief Executive Officer. The draft was then given to the Beverley Station Arts Inc. for comment. The Beverley Station Arts Inc. Committee have given their approval of the Licence Agreement.

COMMENT

The Licence Agreement was presented to Council at the 26 March Ordinary Council Meeting. It was agreed that a few minor changes were required, so the item lay on the table until the 23 April 2013 Council Meeting.

The changes to the Licence Agreement from the March Meeting were:

Clause 6.3 now reads "*The Licensee must not suffer or permit a person to smoke in any portion of the Licensed Area*".

A Licence Fee of \$100.00 per annum was included in the licence; this fee can be altered yearly.

The Term of Lease is now Five (5) years commencing on 1 May 2013 and expiring on 30 April 2018.

First Further Term: Five (5) years commencing on 1 May 2018 and expiring on 30 April 2023.

Second Further Term: Five (5) years commencing on 1 May 2023 and expiring on 30 April 2028.

At the 23 April 2013 meeting, there were further queries by Council so it was moved to lay the item on the table until the 28 May 2013 meeting. Changes and queries made were:

Page 3 Clause 8 (2) – Council queried the last line, McLeods responded:

I would not recommend removing this provision. The point of cl. 8(2) is to enable the Licensor to require the removal of any alterations etc made without the prior written approval of the Licensor first being obtained. If this part of the clause was removed then the Licensor could require the removal of alterations that it had approved.

Page 7 Clause 18 (2) – Council queried an Artist in Residence in regards to “casual Hire”, McLeods responded:

This clause would not apply to the artist in residence as casual hire is defined to mean “any hire of the Licensed Area by the Licensee to a third party for a period of not more than 48 hours in any calendar month”. As an artist in residence would be occupying portion of the Licensed Area for more than 48 hours in a calendar month, it would not constitute casual hire.

Pg 7 Clause 21 (c) – Council queried the wording, it now reads:

All notices, orders and summonses received by the Licensee and which affect the Licensed Area and immediately give them to the Licensor.

Page 8 Clause 26 (b) – Council queried the restoration of Licensed Area, the agreement now reads:

It shall restore the Licensed Area to a condition consistent with the obligations of the Licensee under this Licence;

STATUTORY ENVIRONMENT

N/A

FINANCIAL IMPLICATIONS

N/A

STRATEGIC IMPLICATIONS

Strategic Community Plan prioritises providing facilities to support sporting and community needs.

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER’S RECOMMENDATION

That Council:

- 1) Endorse the Licence Agreement – Portion of Reserve 47116, Beverley Station between the Shire of Beverley and Beverley Station Arts Inc.
- 2) Authorise the Chief Executive Officer and Shire President to sign and apply the Common Seal to the Licence Agreement – Portion of Reserve 47116, Beverley Station.

COUNCIL RESOLUTION

M9/0513

Moved Cr White

Seconded Cr Shaw

That Council:

- 1) Endorse the Licence Agreement – Portion of Reserve 47116, Beverley Station between the Shire of Beverley and Beverley Station Arts Inc.**
- 2) Authorise the Chief Executive Officer and Shire President to sign and apply the Common Seal to the Licence Agreement – Portion of Reserve 47116, Beverley Station.**

CARRIED 7/0

Licence Agreement – Portion of Reserve 47116, Beverley Station

Shire of Beverley
Beverley Stations Arts Inc.



McLEODS

Barristers & Solicitors

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

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

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Ref: DFN:BEV-33202

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Table of Contents

| | |
|--|----------|
| Copyright notice | i |
| Details | 1 |
| Agreed terms | 2 |
| 1. Condition precedent | 2 |
| 2. Grant of licence | 2 |
| 3. Term | 2 |
| 4. Permitted Hours of Use | 2 |
| 5. Licence fee & GST | 2 |
| 6. Use of Licensed Area | 2 |
| 6.1 Permitted Use | 2 |
| 6.2 No harm or stress | 2 |
| 6.3 No smoking | 2 |
| 6.4 Sale of Alcohol | 3 |
| 6.5 Sale of Food | 3 |
| 6.6 No pollution | 3 |
| 7. Outgoings | 3 |
| 8. Alterations | 3 |
| 9. Entry and inspection of Licensed Area | 4 |
| 10. Signs & advertising | 4 |
| 11. Compliance with statutes | 4 |
| 12. Maintenance and cleaning of Licensed Area | 4 |
| 13. Heritage Protection | 4 |
| 14. Damage to Licensed Area | 5 |
| 15. Not to cause nuisance | 5 |
| 16. Indemnity | 5 |
| 17. Insurance | 6 |
| 17.1 Insurance required | 6 |
| 17.2 Maintain insurance | 6 |
| 17.3 Details and receipts | 6 |
| 18. Casual Hire | 6 |
| 19. Not to void insurance | 7 |
| 20. No assignment without consent of Licensor or Minister for Lands | 7 |
| 21. Report to Licensor | 7 |
| 22. No right of exclusive possession | 7 |
| 23. Further term | 7 |
| 24. Default | 8 |
| 25. Termination of management order | 8 |

| | |
|--|-----------|
| 26. Restoration of Licensed Area | 8 |
| 27. Rights rest in contract only | 9 |
| 28. Yielding up at expiration of term | 9 |
| 29. No warranty | 9 |
| 30. No fetter | 9 |
| 31. Notice | 9 |
| 31.1 Form of Delivery | 9 |
| 31.2 Service of Notice | 9 |
| 32. Signing of Notice | 10 |
| 33. Severance | 10 |
| 34. Further assurance | 10 |
| 35. Dispute resolution | 10 |
| 36. Variation | 10 |
| 37. Payment of interest | 10 |
| 38. Costs | 11 |
| 39. Governing law | 11 |
| 40. Additional terms covenants and conditions | 11 |
| 41. Interpretation | 11 |
| 42. Definitions | 12 |
| Schedule | 14 |
| Signing page | 17 |

Details

Parties

Shire of Beverley

of PO Box 20, Beverley, Western Australia 6304
(Licensor)

Beverley Station Arts Inc.

of PO Box 112, Beverley, Western Australia, 6304
(Licensee)

Background

- A The Licensor is the management body of the Land under the Management Order.
- B The Licensor has agreed to grant to the Licensee a licence to use that portion of the Land described in **Item 2** of the Schedule (**Licensed Area**).
- C The Licensor and the Licensee enter into this Agreement to set out the terms and conditions upon which the licence is granted.

Agreed terms

1. Condition precedent

This agreement is subject to and conditional upon the approval in writing of the Minister for Lands under section 18 of the *Land Administration Act 1997*.

2. Grant of licence

In consideration of the covenants of the Licensee given herein the Licensor HEREBY GRANTS to the Licensee a licence (Licence) to use the Licensed Area on the terms and conditions set out in this Deed.

3. Term

The Licence shall continue in force and effect for the duration of the term set out in **Item 3** of the Schedule (Term).

4. Permitted Hours of Use

For the duration of the Term of the Licence the Licensee shall be permitted to use the Licensed Area, but only during the permitted hours of use set out in **Item 4** of the Schedule (Permitted Hours of Use).

5. Licence fee & GST

The Licensee COVENANTS with the Licensor to:

- (a) pay the Licensor the licence fee referred to in **Item 5** of the Schedule (Licence Fee) from the commencement of the Term without any abatement or deduction whatsoever; and
- (b) pay the Licensor any GST payable on the Licence Fee and on any other supply made by the Licensor to the Licensee under this Licence.

6. Use of Licensed Area

6.1 Permitted Use

The Licensee shall ensure that the Licensed Area is used only for the Permitted Use.

6.2 No harm or stress

The Licensee must not and must not suffer or permit a person to do any act or thing which might result in excessive stress or harm to any part of any building in the Licensed Area.

6.3 No smoking

The Licensee must not suffer or permit a person to smoke inside any portion of the Licensed Area.

6.4 Sale of Alcohol

The Licensee will only sell or supply liquor from the Licensed Area in accordance with the provisions of the *Liquor Control Act 1988*, *Liquor Control Regulations 1989* and any other relevant written laws that may be in force from time to time.

6.5 Sale of Food

The Licensee shall only sell food within the Licensed Area in accordance with the *Food Act 2008* and any other relevant written laws that may be in force from time to time.

6.6 No pollution

The Licensee must do all things necessary to prevent pollution or contamination of the Licensed Area by garbage, refuse, waste matter, oil and other pollutants.

7. Outgoings

- (1) Subject to sub-clause (2), the Licensor shall duly and punctually pay all outgoings or charges assessed or incurred in respect of the Licensed Area, other than cleaning charges, which shall be the responsibility of the Licensee.
- (2) The Licensee shall use its best endeavours to ensure that its use of the Licensed Area does not give rise to excessive or unreasonable consumption charges relating to electricity, water, telephone or any other utility or service used by the Licensee, having regard to the level of charges previously paid by the Licensor.
- (3) If in the opinion of the Licensor the Licensee has incurred excessive or unreasonable consumption charges relating to electricity, water, telephone or any other utility or service used by the Licensee, having regard to the level of charges previously paid by the Licensor, then the Licensor may require the Licensee to pay within 14 days any such consumption charge deemed by the Licensor to be excessive or unreasonable.

8. Alterations

- (1) The Licensee shall not:
 - (a) make or cause, suffer or permit to be placed upon the Licensed Area any improvements, alterations, buildings, structures or other fixtures or fittings of any kind whatsoever; or
 - (b) carry out any modifications or alterations whatsoever to the Licensed Area,unless the Licensee has first obtained the prior written approval of the Licensor (which is granted at the absolute discretion of the Licensor and may be subject to such conditions as the Licensor deems fit) and all necessary approvals, licences and permits required by law have been obtained.
- (2) Without prejudice to any other remedy available to the Licensor, the Licensor may require the Licensee by notice in writing to remove any:
 - (a) improvements, alterations, buildings, structures or other fixtures or fittings of any kind whatsoever placed on the Licensed Area; or
 - (b) modifications or alterations undertaken to the Licensed Area,without the prior written approval of the Licensor first being obtained in accordance with sub-clause (1).

9. Entry and inspection of Licensed Area

The Licensee must permit the Licensor to enter the Licensed Area at any reasonable time during the Permitted Hours of Use to inspect and view the area, to carry out any maintenance work or to rectify any breach of the conditions of this Licence.

10. Signs & advertising

The Licensee shall not affix or exhibit or permit to be affixed or exhibited in or upon any part of the Licensed Area any placard, signboard, neon sign or other advertisement unless the Licensee has first obtained the prior written approval of the Licensor (which is granted at the absolute discretion of the Licensor and may be subject to such conditions as the Licensor deems fit).

11. Compliance with statutes

The Licensee shall:

- (a) comply promptly with all written laws from time to time in force relating to the Licensed Area;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any written law for the Permitted Use to be undertaken on the Licensed Area;
- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensee's use of the Licensed Area; and
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held within the Licensed Area.

12. Maintenance and cleaning of Licensed Area

- (1) Subject to the Licensee's payment of the Licence Fee, the Licensor will maintain the Licensed Area in accordance with the Licensor's maintenance standards.
- (2) Maintenance for the purposes of **clause 12(1)** covers:
 - (a) structural maintenance and general repairs of buildings within the Licensed Area; and
 - (b) the ongoing repair and replacement of fixtures and fittings.
- (3) The standard of the maintenance and the frequency of the repairs and replacements identified in **clause 12(2)** will be dependent on the Licensor's general building maintenance program and budgetary considerations and may vary from time to time.
- (4) The Licensee must keep the Licensed Area clean, tidy and free from rubbish at all times. The Licensee shall bear any fees or charges incurred for cleaning of the Licensed Area.

13. Heritage Protection

- (1) The Licensee acknowledges that the Licensed Area is a Heritage Property and that it is an essential provision of this Licence that the Licensed Area be maintained in a manner which preserves its heritage value.

- (2) To comply with this provision the Licensee must not undertake any work that will alter the state of the Licensed Area at the commencement of this Licence (including but without limitation, painting, any alterations or improvements, or the addition of any exterior trade fittings, shades, awnings, sprinkler systems, antennae, masts, fixture or fittings) without the approval of the Licensor, who will have regard to the heritage value of the Licensed Area in considering any proposed works.
- (3) Subject to clause 12, the Licensee must comply with and observe all Heritage Legislation.

14. Damage to Licensed Area

The Licensor and the Licensee AGREE that:

- (a) it will be the responsibility of the Licensee to repair, rehabilitate and make good any damage to the Licensed Area, including but not limited to damage to any fixtures or fittings of the Licensor, caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or any Authorised Person or resulting from an act or omission of the Licensee or any Authorised Person;
- (b) the Licensee shall be responsible for the cost of any of the repairs, rehabilitation or making good of damage referred to in sub-clause (a); and
- (c) the Licensee must pay to the Licensor the costs of any repair, rehabilitation or making good of damage to the Licensed Area within 7 days of receipt of a written demand for such payment being made by the Licensor.

15. Not to cause nuisance

The Licensee AGREES with the Licensor that it shall:

- (a) not do or leave undone or suffer to be done or left undone any act, matter or thing whereby a nuisance or anything in the nature of which may be deemed to be a nuisance may exist or arise or continue upon or in connection with the Licensed Area or the use thereof and to forthwith abate any such nuisance or alleged nuisance; and
- (b) pay to the Licensor on demand all sums of money which the Licensor may at any time and from time to time hereafter pay or expend to be called upon to repay in or about or in connection with performing, discharging or executing any requisitions or works or abating any nuisance or alleged nuisance referred to in the preceding sub-clause (a) and which contrary to the agreement therein contained the Licensee neglects or fails to perform, discharge or execute.

16. Indemnity

The Licensee agrees to indemnify and keep indemnified the Licensor and the Minister for Lands, and all officers, servants and agents of the Licensor and the Minister for Lands:

- (a) from and against the destruction of or damage to any property of the Licensor or any person; and
- (b) from and against all actions claims, costs and demands in respect of loss or damage to property or death or injury of any nature and however and wherever sustained,

caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or any Authorised Person or resulting from an act or omission of the Licensee or any Authorised Person BUT the Licensee shall not be responsible for any loss or damage which is caused by the negligence of the Licensor or its servants, agents, contractors or invitees.

17. Insurance

17.1 Insurance required

The Licensee must effect and maintain with insurers approved by the Licensor (noting the Licensor's and the Licensee's respective rights and interest in the Licensed Area) for the time being:

- (a) adequate public liability insurance for a sum not less than fifteen million dollars (\$15,000,000) in respect of any one claim or such greater amount as the Licensor may from time to time reasonably require; and
- (b) where the Licensor so requires, insurance to cover the Licensee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Licensee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

17.2 Maintain insurance

The Licensee shall not cancel any policy of insurance referred to in sub-clause (1) and in the event of such cancellation this Licence shall terminate immediately and the Licensee shall have no claim against the Licensor for any loss suffered as a result of such termination.

17.3 Details and receipts

The Licensee shall produce copies of the certificates of currency or receipts confirming the currency of any policy or policies of insurance within seven (7) days of being provided with a written request by the Licensor to do so.

18. Casual Hire

- (1) The Licensee shall make the Licensed Area or any part thereof available for hire on a casual basis only for community functions and events in accordance with the following terms and conditions:
 - (a) the Licensee shall be responsible for managing all matters relating to the hire of the Licensed Area and will be responsible for bookings including the receipt and co-ordination of all requests to hire the Licensed Area, and will record all bookings and receipts in a diary which is to be made available to the Licensor upon request;
 - (b) hire of the Licensed Area on a casual basis shall be consistent at all times with the Permitted Use;
 - (c) any hirer shall comply strictly with the relevant terms of this Licence and the Licensee shall be liable for any breach of a provision of this Licence by the hirer;
 - (d) the Licensee shall only refuse a casual hire arrangement with the consent of the Licensor, which consent may be withheld by the Licensor in its absolute discretion;
 - (e) the hire fee charged to users of the Licensed Area shall be subject to approval of the Licensor; and
 - (f) the Licensee may retain any hire fee paid by a casual user of the Licensed Area under a hire arrangement approved by the Licensor.

- (2) For the purposes of this Licence, “casual hire” means any hire of the Licensed Area by the Licensee to a third party for a period of not more than 48 hours in any calendar month and does not include any formal transfer, assignment or sub-licence of the Licensed Area.
- (3) The Licensee ACKNOWLEDGES that at all times, including when the Licensed Area are hired to a third party, it remains responsible for the Licensed Area, including without limitation any damage that may be caused or occurs during any hire period, and shall continue to be subject to all covenants, terms and conditions contained in this Licence at all times during which the Licensed Area is being hired to a third party.

19. Not to void insurance

The Licensee agrees with the Licensor not to at any time during the Term, commit, or suffer to be done any act, matter or thing upon the Licensed Area whereby any insurance which may at any time have been effected in respect of the Licensed Area or any part thereof may be vitiated or rendered void or voidable.

20. No assignment without consent of Licensor or Minister for Lands

The Licensee agrees that it shall not encumber, assign, sub-licence or part with the possession or benefit of this Licence or the Licensed Area or any part of the Licensed Area without first obtaining the prior written consent of the Licensor and the Minister for Lands, which consent the Licensor or the Minister for Lands may withhold in their absolute discretion.

21. Report to Licensor

The Licensee must immediately report to the Licensor:

- (a) any act of vandalism which occurs in the Licensed Area;
- (b) any occurrence or circumstances in or near the Licensed Area, of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Area, pollution of or damage to the environment; and
- (c) all notices, orders and summonses received by the Licensee and which affect the Licensed Area and immediately give them to the Licensor.

22. No right of exclusive possession

The Licensee acknowledges that this Licence is non-exclusive and does not convey any right of exclusive possession over the Licensed Area to the Licensee and the Licensee AGREES that it shall not interfere with the use of the Licensed Area by any other person authorised by the Licensor or otherwise entitled at law to access or use the Licensed Area.

23. Further term

If at the date of expiration of the Term:

- (a) there is no outstanding breach of this Licence by the Licensee; and
- (b) the Licensee's conduct of its business activities is otherwise to the satisfaction of the Chief Executive Officer of the Licensor,

the Licensor may grant to the Licensee a further licence of the Licensed Area for any further term specified in Item 3 of the Schedule upon and subject to the same terms, covenants and conditions as are contained or implied in this Licence except this clause 23 in respect of any further term already granted.

24. Default

The Licensor and the Licensee AGREE that:

- (a) if the Licence Fee or any part thereof shall be in arrears after the date specified for payment for a period of fourteen (14) days after notice specifying such default shall have been served on the Licensee; or
- (b) any covenant, term or condition on the part of the Licensee herein contained or implied shall not be punctually and effectually performed or observed and such default shall continue for a period of fourteen (14) days after a notice specifying such default shall have been served on the Licensee

then in any of the said cases it shall be lawful for the Licensor at any time thereafter by notice in writing to the Licensee to terminate the Licence hereby granted. Upon receipt of such notice by the Licensee the Licence hereby granted shall terminate, but without prejudice to the right of action of the Licensor for arrears of the Licence Fee or damages for breach of any other covenant. Upon such termination the parties acknowledge that the Licensee shall not be entitled to any refund of the Licence Fee, in respect of any unexpired portion of the Term.

25. Termination of management order

The parties ACKNOWLEDGE that:

- (a) the Licence will automatically terminate if the management order that the Licensor holds the Land under is revoked; and
- (b) if the Licence is terminated in accordance with sub-clause (a) of this clause the Licensee will not be entitled to any form of compensation or damages as a result of the termination.

26. Restoration of Licensed Area

The Licensee AGREES with the Licensor that:

- (a) at the expiration or sooner determination of this Licence, it shall at its cost remove from the Licensed Area any alterations, additions or improvements to the Licensed Area installed by the Licensee, unless otherwise approved in writing by the Licensor;
- (b) it shall restore the Licensed Area to a condition consistent with the obligations of the Licensee under this Licence; and
- (c) in the event the Licensee does not restore the Licensed Area to the satisfaction of the Licensor within one month of the expiration or sooner determination of this Licence the Licensor may remove any alterations, additions or improvements installed by the Licensee and restore the Licensed Area to its satisfaction and the costs of carrying out such removal and restoration shall be a liquidated debt recoverable from the Licensee by the Licensor in a Court of competent jurisdiction.

27. Rights rest in contract only

The Licensee ACKNOWLEDGES that the rights hereby conferred rest in contract only and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Licensee any estate or interest in the Licensed Area or any right of exclusive possession.

28. Yielding up at expiration of term

The Licensee AGREES with the Licensor that at the end or sooner termination of the Term of the Licence it shall leave the Licensed Area in a condition consistent with the provisions of this Licence.

29. No warranty

The Licensor gives no warranty:

- (a) as to the suitability or otherwise of the Licensed Area for the Permitted Use; or
- (b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Area.

30. No fetter

Notwithstanding any other provision of this Licence, the Licensee ACKNOWLEDGES that the Licensor is a local government established by the *Local Government Act 1995* (WA), and in that capacity, the Licensor may be obliged to determine applications for approvals having regard to statutes governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Licensor shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licensor in performing its statutory obligations or exercising any discretion.

31. Notice

31.1 Form of Delivery

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

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

31.2 Service of Notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 31.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 31.1(b)**, on the second business day following the date of posting of the Notice.

32. Signing of Notice

A Notice to a Party may be signed:

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

33. Severance

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

34. Further assurance

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

35. Dispute resolution

The parties agree that any dispute between the Licensee and the Licensor in regard to anything arising from this Licence shall:

- (a) be addressed in the first instance by a meeting between representatives of the Licensee, appointed for that purpose, and the officer of the Licensor responsible for administering the Reserve or the Licensed Area; and
- (b) if the dispute cannot be resolved, in a manner that is satisfactory to both parties through such a meeting, the Licensee agrees that the CEO of the Licensor will have the power to make a final determination in resolution of the dispute, but only after giving due consideration to all of the matters discussed at the meeting referred to in sub-clause (a) of this clause and setting out in writing the reasons for his or her decision.

36. Variation

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

37. Payment of interest

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

38. Costs

The Licensee must pay to the Licensor on demand:

- (a) any statutory duty or taxes payable on or in connection with this Licence;
- (b) all legal costs of and incidental to the preparation and execution of this Licence;
- (c) all costs, reasonable legal fees, disbursements and payments incurred by or for which the Licensor is liable in connection with or incidental to:
 - (i) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Licence;
 - (ii) any breach of covenant by the Licensee or an Authorised Person; and
 - (iii) any work done at the Licensee's request which the Licensor is not responsible for under the terms of this Licence.

39. Governing law

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

40. Additional terms covenants and conditions

Each of the terms, covenants and conditions (if any) specified in Item 7 of the Schedule shall be deemed part of this Licence and shall be binding upon the Licensor and Licensee as if incorporated in the body of this Licence.

41. Interpretation

In this Licence, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government;
 - (ii) a body corporate or local government includes a natural person;
 - (iii) a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
 - (iv) a statute, includes an ordinance, code, regulation, award, local planning scheme, regulation, local law, by-law, requisition, order or other statutory instruments made under any of them and a reference to any of them, whether or not by name,

- includes any amendments to, re-enactments of or replacements of any of them from time to time in force;
- (v) a right includes a benefit, remedy, discretion, authority or power;
 - (vi) an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (vii) this Licence or provisions of this Licence or any other deed, agreement, instrument or contract includes a reference to:
 - (A) both express and implied provisions; and
 - (B) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
 - (viii) writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
 - (ix) anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them; and
- (c) a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure is a reference to, respectively, a subparagraph, paragraph, subclause, clause, Item, Schedule or Annexure of this Licence;
 - (d) The covenants and obligations on the part of the Licensee not to do or omit to do any act or thing include:
 - (i) covenants not to permit that act or thing to be done or omitted to be done by any officer, workmen, servants, agents, contractors, licensees, invitees, assignees or persons authorised by the Licensee; and
 - (ii) a covenant to take all reasonable steps to ensure that that act or thing is not done or omitted to be done;
 - (e) Except in the Schedule, headings do not affect the interpretation of this Licence;
 - (f) If a Party comprises two or more persons, the covenants and agreements on their part bind them and must be observed and performed by them jointly and each of them severally, and may be enforced against any one or more of them.
 - (g) The Schedule and Annexures (if any) form part of the Licence.

42. Definitions

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

Amounts Payable means the Licence Fee and any other money payable by the Licensee under this Licence;

Authorised Person means an agent, employee, invitee or sub-licensee of the Licensee;

Chief Executive Officer means the Chief Executive Officer of the Licensor or any person authorized to act on his behalf;

CPI means the Consumer Price Index (All Groups for Perth) compiled by the Australian Bureau of Statistics as amended or substituted from time to time;

GST means a tax under the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any legislation substituted for, replacing or amending that Act, levied on a supply including but not limited to the Licence Fee or other money payable to the Licensor for goods or services or property or any other thing under this Licence; and

Heritage Legislation means all present and future legislation, regulations, by-laws, local laws or orders relating to the protection of historic or culturally significant sites including, without limitation, the *Heritage of Western Australia Act 1990*.

Heritage Property means a place registered or noted on or the subject of proposed or interim registration or notation on a register, inventory or list maintained under Heritage Legislation or the subject of a conservation order or other order or agreement made under Heritage Legislation.

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

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

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

Licence Fee means the fee specified in Item 5 of the Schedule;

Licensed Area means the Licensed Area described in Item 2 of the Schedule;

Management Order means the management order pursuant to which the Licensor was vested with care, control and management of Reserve 47116 by the Minister for Lands for the purpose of Historical Building;

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

Party means the Licensor or the Licensee according to the context;

Permitted Use means the use set out in Item 6 of the Schedule;

Precinct means the Beverley Railway Station Precinct comprising the Licensed Area;

Schedule means the Schedule to this Licence, unless otherwise stipulated;

Supply means a good or service or any other thing supplied by the Licensor under this Licence and includes but is not limited to a grant of a right to possession of the Licensed Area; and

Term means the term stipulated in Item 3 of the Schedule and, where the context permits, includes any further term.

Schedule

Item 1 Land

Reserve 47116 being land more particularly described as Lot 426 on Deposited Plan 34254 and being the whole of the land comprised in Crown Land Certificate of Title Volume LR3129 Folio 862

Item 2 Licensed Area

That portion of the Land together with any buildings situated thereon as depicted on the sketch annexed hereto.

Item 3 Term

Term: Five (5) years commencing on 1 May 2013 and expiring on 30 April 2018

First Further Term: Five (5) years commencing on 1 May 2018 and expiring on 30 April 2023

Second Further Term: Five (5) years commencing on 1 May 2023 and expiring on 30 April 2028

Item 4 Permitted Hours of Use

6am to 1am on each day during the Term

Item 5 Licence Fee

(a) **Licence Fee:** One hundred dollars (\$100) per annum, subject to review in accordance with paragraph (b) and payment in accordance with paragraph (c)

(b) **Licence Fee Review:** Unless otherwise agreed by the Licensor, the Licence Fee shall be reviewed on each anniversary of the Commencement Date (**Licence Fee Review Date**) based on CPI so as to increase the amount of the Licence Fee payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Licence Fee Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Licence Fee Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Licence Fee payable from the relevant Licence Fee Review Date will be the same as the Licence Fee payable during the immediately preceding period.

(c) **Manner of Payment:** Payable annually in advance commencing on the first day of Term

Item 6 Permitted Use

1. Art gallery and exhibition centre
2. Performance venue

3. Community use

Item 7 Additional terms, covenants and conditions

1. Participation in management committee of Licensee

The Licensee shall permit a Councillor of the Licensor to sit on the management committee of the Licensee and participate in decision making in relation to the management of the Licensed Area.

2. Display and maintenance of Shire of Beverley Art Collection

(1) The Licensee shall:

- (a) display the Shire of Beverley's permanent art collection (Art Collection) in the Station Gallery and other public facilities approved by the Licensor in consultation with the Licensee; and
- (b) maintain the Art Collection in accordance with a maintenance program approved by the Licensor in consultation with the Licensee.

(2) The Licensee acknowledges and agrees that the Art Collection is the property of the Licensor and works comprising part of the Art Collection shall not be disposed of without approval of the Licensor.

3. Public access to Precinct

The Licensee shall:

- (a) open the Precinct to the public during the hours requested by the Licensor, acting reasonably;
- (b) set an entry fee or hire charge for visitors to the Precinct, subject to approval of the Licensor; and
- (c) receive the entry fee or hire charge, set pursuant to sub-clause 2(b), from each visitor to the Precinct and show the total receipts in an annual report to the Council on the operation of the Precinct.

4. Inspection of buildings and maintenance requests

The Licensee shall regularly inspect all buildings and submit a list of suggested works and maintenance to be carried out in the forthcoming year to the Licensor for consideration in the budget allocation on or before 31 March each year.

5. Application for grants and funding

The Licensee shall, in consultation with and subject to approval of the Licensor, pursue grants and other funding to support the development and improvement of the Precinct.

6. Inventory and receipt of artefacts

The Licensee shall:

- (a) accept and duly record artefacts donated to the Precinct, obtaining from each donor a signed statement detailing the terms of the donation;
- (b) where temporary loan of an artefact is accepted, obtain from the lender a signed statement indemnifying the Licensor and the Licensee against any loss, theft or damage; and
- (c) provide the Licensor with a full inventory of existing and newly acquired artefacts at the end of each financial year.

7. Annual Easter Art Exhibition

- (1) The Licensee shall organise and manage the annual Beverley Easter Art Exhibition (Exhibition).
- (2) Subject to the annual budgetary process and approval of Council, the Licensor will consider providing photocopying, mail and other requested administrative services associated with the running of the Exhibition.

8. Report to Licensor

The Licensee shall present a written annual report to the Licensor for each year ending 30 June that includes:

- (a) a detailed review of the operation of the Precinct and the Licensed Area;
- (b) a copy of the audited accounts of the Licensee for the financial year; and
- (c) any other information relating to the Licensee's use of the Licensed Area or management of the Precinct that the Licensor may reasonably require.

9. Licensor's undertakings

The Licensor agrees to:

- (1) consider budget requests for operational funding and capital development for the management and development of the Precinct, subject at all times to approval of Council;
- (2) use reasonable endeavours to promote the Precinct where appropriate through the Licensor's information base to the public; and
- (3) make submissions in conjunction with the Licensee for grant monies and employment training programmes in relation to the management and development of the Precinct, where local government applications are eligible.

Signing page

EXECUTED by the parties as a Deed on the _____ day of _____ 2013

THE COMMON SEAL of the Shire of Beverley was hereunto affixed by authority of a resolution of the Council in the presence of:

President

(Print Full Name)

Chief Executive Officer

(Print Full Name)

THE COMMON SEAL of BEVERLEY STATION ARTS INC. ("Association") was hereunto affixed pursuant to the constitution of the Association in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Association indicated under his or her name:

OFFICE HOLDER SIGN

OFFICE HOLDER SIGN

Office Held

Office Held

Full Name

Full Name

Address

Address

CONSENT OF THE MINISTER FOR LANDS:

33202-13.04.17-DFN-Licence Agreement

12.3 Volunteer Bush Fire Brigade Administration Guidelines

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 09 May 2013
APPLICANT: Community Emergency Services Manager
FILE REFERENCE: ADM 0124
AUTHOR: J Corrigan, CESM
ATTACHMENTS: Volunteer Bush Fire Brigade Administration Guidelines

SUMMARY

Council to consider adopting and endorsing the Shire of Beverley Volunteer Bush Fire Brigade Administration Guidelines.

BACKGROUND

On 17 April 2013, a draft of the Volunteer Bush Fire Brigade Administration Guidelines was tabled at the Fire Control Officers (FCO) meeting. The draft Volunteer Bush Fire Brigade Administration Guidelines outlined the roles and responsibilities of volunteer bush fire fighters, office bearers and bush fire brigades. The development of this document is to minimise the impact of emergencies on the community by increasing the understanding of the operational and training requirements for volunteer bush fighters and brigades.

COMMENT

The Community Emergency Services Manager is of the view that the Shire of Beverley Volunteer Bush Fire Brigade Administration Guidelines as attached appropriately responds to identifying the responsibilities and procedures for volunteer bush fire brigades, members and that of the Chief Bush Fire Control Officer and his deputy for the Shire of Beverley.

The endorsement and subsequent implementation of Volunteer Bush Fire Administration Guidelines will greatly improve the Shire's ability in managing its bush fire brigades with a clear set of objectives, values and code of conduct for its members.

This document was produced in line with Bush Fire Regulations 1954 and Fire Brigade Act 1942 and fulfils any Council requirements for the establishment of bush fire brigades under these Acts.

STATUTORY ENVIRONMENT

Bush Fire Regulations 1954 and Fire Brigade Act 1942

FINANCIAL IMPLICATIONS

Expenditure has been identified through ESL budget allocation (Training of Volunteers).

STRATEGIC IMPLICATIONS

The administration guidelines will better enable volunteer bush fire members through set procedures and training to deal with emergencies that may impact upon the Shire of Beverley both now and long into the future

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That the Shire of Beverley Volunteer Bush Fire Brigade Administration Guidelines be adopted and reviewed annually.

COUNCIL RESOLUTION

M10/0513

Moved Cr Gogol

Seconded Cr Shaw

That the Shire of Beverley Volunteer Bush Fire Brigade Administration Guidelines be adopted and reviewed annually.

CARRIED 7/0



SHIRE OF BEVERLEY

VOLUNTEER

BUSH FIRE BRIGADE

ADMINISTRATION

GUIDELINES

INDEX

| | |
|---|-----------|
| 1. PRELIMINARY | 4 |
| 1.1 Interpretation..... | 4 |
| 2. OBJECTIVES AND VALUES..... | 5 |
| 2.1 Objectives..... | 5 |
| 2.2 Values and code of conduct..... | 5 |
| 3. THE DUTIES AND RESPONSIBILITIES OF BRIGADE OFFICE BEARERS | 5 |
| 3.1 Captain | 5 |
| 3.2 Lieutenant..... | 6 |
| 3.3 Chairperson – Brigade captain..... | 8 |
| 3.4 Secretary | 8 |
| 3.5 Treasurer | 9 |
| 3.6 Brigade Equipment Officer | 9 |
| 3.7 Fire Control Officer (FCO)..... | 10 |
| 3.8 Chief Bush Fire Control Officer (CBFCO) | 11 |
| 3.9 Deputy Chief Bush Fire Control Officer (DCBFCO) | 12 |
| 4. MEMBERSHIP | 13 |
| 4.1 New Membership Application..... | 13 |
| 4.2 Conditions of Membership..... | 13 |
| 4.3 Induction..... | 13 |
| 4.4 Meetings of the brigade..... | 13 |
| 5 EXECUTIVE COMMITTEE..... | 15 |
| Conduct Of Elections..... | 15 |
| 1. APPENDIX NOMINATION FORM..... | 16 |
| 2. APPENDIX POLICY ON THE WEARING OF PPE..... | 17 |

SHIRE OF BEVERLEY

The Volunteer Bush Fire Brigade Policy Manual was officially adopted by the Shire of Beverley Council

on the _____ day of _____ 20_____.

Name _____

Position: _____

Signature: _____

In the presence of:

Name of Witness: _____

Signature: _____

Position _____

RULES GOVERNING THE ADMINISTRATIVE RESPONSIBILITIES OF VOLUNTEER BUSH FIRE BRIGADES

1. PRELIMINARY

1.1 INTERPRETATION

In this Constitution, unless the context otherwise requires;

| | |
|----------------------------------|---|
| Absolute Majority | means more than half of the total votes of those eligible to vote; |
| AGM | means Annual General Meeting; |
| Auxiliary | means a male or female Member that provides support to operational Fire Fighters of the Brigade. The Member shall be entitled to one (1) vote at all Brigade meetings; |
| BFAC | means the Shire of Beverley Bush Fire Advisory Committee; |
| Brigade | means the Volunteer Bush Fire Brigade currently registered with the Local Government; |
| Executive Committee | means the Office Bearers of the Brigade appointed according to clause 3 and 5 to provide for the management of the Brigade; |
| DFES | means the Department of Fire Emergency Services |
| Financial year | means the period commencing on 1 July each year and ending on 30 June in the following year; |
| Fire Fighter | means a male or female Member of a Brigade with the competency and currency to carry out operational fire fighting duties and be a minimum of sixteen (16) years of age. The Member will be entitled to one (1) vote at all Brigade meetings; |
| Member | means a Member of the Brigade who has satisfied the necessary membership requirements; |
| Normal Brigade Activities | as defined in Section 35A of the Act; |
| Office Bearers | means those appointed in accordance with clause 3; |
| Ordinary Meeting | means any meeting of the Brigade other than the AGM or a special meeting; |
| The Act | means the <i>Bush Fires Act 1954</i> (WA) and amendments, and regulations; |
| The Regulations | means Bush Fire Regulations 1954. |

2. OBJECTIVES AND VALUES

2.1 OBJECTIVES

The Shire of Beverley Bush Fire Brigade shall undertake the following objectives:

- Provide timely, quality and effective emergency services;
- Minimize the impact of emergencies on the community;
- Work with the community to increase bush fire awareness and fire prevention;
- Ensure that active Members' training requirements are maintained and documented to meet DFES standards;
- Ensure all operational equipment is serviceable and available for emergencies;
- Provide an environment where every individual is treated with respect, and which is free from discrimination or harassment;
- Uphold the Brigade Code of Conduct;
- Service the needs of the community and work cohesively with other agencies.

2.2 VALUES AND CODE OF CONDUCT

Volunteer bush fire members are to adopt the Shire of Beverley Brigade values at all times when representing the Brigade in accordance with the Brigade Code of Conduct.

The Brigade values include;

- Put the community first;
- Act with integrity and honesty;
- Work together as a committed team;
- Strive to keep ourselves and others safe;
- Respect and value the contribution of others;
- Have open and honest two way communication; and
- Continuously develop our skills to improve our service to the community.

3. THE DUTIES AND RESPONSIBILITIES OF BRIGADE OFFICE BEARERS

The Office Bearers of the Shire of Beverley Bush Fire Brigade should be able to demonstrate current competencies for the position of office they are nominated for prior to accepting the nomination or undertaking the duties and responsibilities of the said position.

3.1 CAPTAIN

Role

The Captain of the Brigade shall be responsible for the leadership and management of Brigade fire fighting operations.

As role model and mentor for Members the Captain should always act with integrity and consider each Member equally. All decisions should be in the interest of the Brigade and its Members.

The position reports to the CBFCC on Brigade related matters and represents the Brigade at BFAC Committee meetings.

Duties and Responsibilities

Duties and responsibilities of the Captain include:

- Demonstrate positive leadership and mentor Members;
- Command, control and confidently manage fire fighting activities at emergency incidents;
- To ensure incident control systems and management principles are implemented and maintained during all emergency incidents;
- Maintain a personal log book with a record of events and decisions that occur at an incident;

- Conduct Brigade briefings and post incident analysis of any incident involving fire fighting or management issues;
- To ensure Members deployed for operational duties have the competencies to complete the task or duty assigned and hold currency in training to carry out the functions required, in accordance with DFES standard operating procedures;
- To undertake responsibility for the proper management and maintenance of Brigade property and equipment;
- To represent the Brigade on the BFAC;
- To adopt policies on behalf of the Brigade as recommended by the BFAC;
- Ensure conduct of Members is in accordance with the Brigade's Code of Conduct; and
- Report any injuries of personnel or damage to fire fighting vehicles immediately to the Shire of Beverley

Essential Criteria of Captain -

- Knowledge of managing a volunteer organisation; and
- Ability to attend further fire and emergency management training.

Criteria of Captain -

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions

Qualifications

| Qualifications | Experience | Competency Required |
|-----------------------------|-----------------|---------------------|
| Fire fighting experience | Minimum 4 years | Competent |
| Basic Fire fighting | | Competent |
| Advanced Bush Fire fighting | | Competent |
| Sector Commander | | Competent |
| Fire Control Officer | | Competent |

3.2 LIEUTENANT

The Lieutenant of a Brigade is responsible for the operational management of Members during Brigade activities. The position is required to provide both operational and administrative support to the Captain in managing the Brigade. The position reports to the Captain on all matters pertinent to the functioning of the Brigade and/or personnel whom they are supervising.

The Brigade should appoint a minimum of one (1) Lieutenant. Additional Lieutenants may be appointed according to the needs of the Brigade.

The Brigade must rank all Lieutenants numerically according to seniority. This will be determined by resolution at the first Office Bearers meeting, following the AGM. The Captain may exercise a casting vote, if required. In the absence of the Captain the most senior Lieutenant assumes all powers, responsibilities and duties of that officer.

Duties and Responsibilities

Duties and responsibilities of a Lieutenant include:

- Provide support to the Captain and assist with the management of the Brigade;
- In the absence of the Captain administer all powers and responsibilities of the Act (Part IV Section 44(1));
- Command and manage Members during emergencies and other Brigade related activities;
- Maintain a personal log book with a record of events that occur during all incidents;
- Conduct briefings during and after incidents and maintain open lines of two way communications between Members and the Executive Committee;
- Encourage positive interaction and teamwork between Members;
- Ensure DFES standing operating procedures are adhered to at Brigade activities;
- Ensure Fire Fighters engaged in fire fighting activities hold competencies relevant to the task;
- Work cohesively with the Brigade Training Coordinator to conduct training activities for Fire Fighters;
- Document and record details of all training activities in Fire Fighters' personal log book;
- To ensure the behaviour of Members is in accordance with the Brigade's Code of Conduct; and
- Represent the Brigade Members on the Executive Committee.

Essential Criteria of Lieutenant Officer -

- Knowledge of managing a volunteer organisation
- Ability to attend further fire and emergency management training.

Criteria of Lieutenant Officer -

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions

Qualifications

| Qualifications | Experience | Competency Required |
|-----------------------------|-----------------|---------------------|
| Fire fighting experience | Minimum 3 years | Competent |
| Basic Fire fighting | | Competent |
| Advanced Bush Fire fighting | | Competent |
| Sector Commander | | Competent |

3.3 CHAIRPERSON – BRIGADE CAPTAIN

The Chairperson presides over official Brigade meetings.

In the absence of a Chairperson the next most senior Member may preside over a meeting.

Duties and Responsibilities

The Chairperson shall perform the following functions:

- Preside over official Brigade meetings;
- Ensure meeting procedure and protocol is maintained;
- Promote the aims and objectives of the Brigade where possible;
- Advise the Brigade on administrative matters;
- Represent the Brigade Members on the Executive Committee;
- Promote open fair discussion during debate in relation to Brigade matters; and
- Ensure minutes of meetings are signed and dated by the Chairperson.

Qualifications

- Understanding of meeting procedures; and
- Demonstrated ability to conduct and manage meetings.

3.4 SECRETARY

The Secretary is to manage administrative matters of the Brigade. The position is not required to perform active operational duties and may be inclusive to an operational position held within the Brigade. The position reports to the Captain on administrative matters pertinent to the Brigade.

Duties and Responsibilities

The Secretary shall perform the following functions:

- Ensure Members receive notification of Brigade meetings in accordance with section 4.14 of the Constitution;
- Prepare an agenda for Brigade meetings and distribute to Members prior to meetings;
- Ensure minutes of Brigade meetings are recorded and distributed to all Members prior to next meeting;
- Document and record all Brigade correspondence;
- Ensure Brigade information is disseminated to all active listed Members;
- Make available circulars and other information to Members;
- Work cohesively with Local Government management and administration staff on matters pertinent to Brigade administration

Qualifications

- Demonstrated ability to take minutes;
- Demonstrated record keeping and filing skills;
- An understanding of meeting procedure; and
- Computer Skills.

3.5 TREASURER

The role of the Treasurer is to manage and report to the Brigade on all financial matters. The position is not required to perform active operational duties and may be inclusive to an operational position held within the Brigade. The position reports to the Captain on financial matters pertinent to the Brigade.

Duties and Responsibilities

The Treasurer shall perform the following functions:

- Manage financial affairs of the Brigade;
- Maintain Brigade financial records and provide detailed report of income and expenditure at meetings;
- Work cohesively with Local Government management and administration staff on matters pertinent to Brigade financial matters, including providing copies of financial statements if required; and
- Represent the Brigade Members on the Executive Committee.

Qualifications

- Knowledge and understanding of accounting principles; and
- Computer skills (including Excel).

3.6 BRIGADE EQUIPMENT OFFICER

The role of the Brigade Equipment Officer is to manage Brigade and personal equipment. The position is not required to perform active operational duties but must be able to demonstrate knowledge of fire fighting equipment. The position may be inclusive to an operational position held within the Brigade and shall report to the Captain on matters pertinent to Brigade equipment.

Duties and Responsibilities

The equipment officer shall perform the following functions:

- Manage Brigade equipment and maintain register of all assets;
- Coordinate and record maintenance of Brigade equipment;
- Report all damage of Brigade equipment or property to the Captain immediately;
- Manage Brigade requests for replacement items and equipment. Compile documentation of replacement item and submit to the CESM;
- Represent the Brigade Members on the Executive Committee; and
- Represent the Brigade at equipment committee meetings.

3.7 FIRE CONTROL OFFICER (FCO)

A Bush Fire Control Officer is a delegated representative of the Local Government responsible for the administration of provisions within the Bush Fires Act 1954. The position is required to perform active operational duties in relation to both fire fighting and fire prevention strategies within the local community.

A Bush Fire Control Officer must be able to demonstrate experience in, wild fire behaviour AIIMS and knowledge of the area. The position must be able to interpret provisions of the Bush Fires Act 1954 and be confident with communication skills. It is desirable that this position be held by operational managers of the brigade.

This position reports to the brigade captain on all matters pertinent to bush fire management. If more than one FCO's/Brigades are in attendance may take control of fire operations and be Incident Controller or part of the Incident Manager Team as delegated by the Incident Controller.

A Fire Control Officer may hold jointly the position of Brigade Captain

Duties and Responsibilities

Duties and responsibilities of the FCO include:

- Authorise permits for hazard reduction burns within the Local Government in accordance with the Act;
- Identify and conduct risk assessments of fire hazards within the Local Government;
- Perform duties prescribed by the Act and authorised by the Local Government;
- Command and manage resources during wild fire or hazard reduction burns; and
- Maintain a personal log book to include a record of events and decisions during an incident.

Essential Criteria of Bush Fire Control Officer -

- Knowledge of managing a volunteer organisation
- Ability to complete Fire Control Officers course and AIIMS training courses
- Ability to attend further fire and emergency management training.

Criteria of Bush Fire Control Officer -

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions

Qualifications

| Qualifications | Experience | Competency Required |
|-------------------------------------|-----------------|---------------------|
| Fire fighting experience | Minimum 4 years | Competent |
| Basic Fire fighting Modules | | Competent |
| Advanced Bush Fire fighting Modules | | Competent |
| Sector Commander | | Competent |
| Fire Control Officer | | Competent |

3.8 CHIEF BUSH FIRE CONTROL OFFICER (CBFCO)

Role

The role of the Chief Bush Fire Control Officer is that of a leader, decision maker, planner and manager of the Bush Fire Organisation in the Shire of Beverley and not as hands on fire fighter. The CBFCO is to ensure that the organisation is functioning to a standard equal to the risks within the Shire of Beverley and is to ensure that the following tasks are achieved.

- During wildfire incidents manage the fire resources of the Shire and brigades and when necessary act as the Incident Controller in accordance with the Bushfire Response Plan.
- Promote the AIIMS Incident Management system to all FCO'S, Brigades and volunteer fire fighters within the Shire of Beverley and ensure an Incident Controller is appointed for all Incident Levels (1-3).
- Promote Community fire prevention as a priority, to identify and reduce fire hazards.
- Develop the fire organisation to effectively and efficiently control wildfires
- Develop and promote the use of Standard Operating Procedures, minimum training standards, identify hazards and assess risk of injury or harm to volunteers and implement the principals of OHS for volunteers to develop a safe working environment for fire fighters
- Ensure welfare preparedness is arranged for the provision of food, medical aid and counselling services for volunteers
- Establish and maintain effective communication and liaison with the Shire of Beverley, FCO'S, Brigades, DFES, DEC, emergency services, statutory authorities and facilitate prompt response and recovery to fire incidents.
- Ensure that brigades are involved in the development of Policy for the preparation of ESL Fire Appliance program, maintenance programs for Shire and Brigade owned equipment, incident debriefing of wildfires, welfare and safety of volunteers.
- Promote the values of volunteer fire brigades to the community and within the brigades.
- Delegate specific tasks to DCBFCO'S, FCO'S, or Brigades.
- Liaise with the Shire of Beverley, DFES and other organisation to achieve the duties outlined above.

Essential Criteria of Chief Bush Fire Control Officer –

- Knowledge of managing a volunteer organisation
- Ability to complete Chief Bush Fire Control Officers course and AIIMS training courses
- Ability to attend further fire and emergency management training.

Criteria of Chief Bush Fire Control Officer –

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions
- Current appointment as Fire Control Officer.

3.9 DEPUTY CHIEF BUSH FIRE CONTROL OFFICER (DCBFCO)

The role of the Deputy Chief Bush Fire Control Officer is that of a leader, decision maker, planner and manager of the Bush Fire Organisation in the Shire of Beverley and not as hands on fire fighter. The DCBFCO is to ensure that the organisation is functioning to a standard commensurate to the risks within the Shire of Beverley and is to ensure that the following tasks are achieved.

Role

- The role of Deputy Chief Bush Fire Control Officer is that of a leader, decision maker,
- Plan and assists the CBFCO in managing the Bush Fire Organisation and not as hands on fire fighter.
- The Deputy Chief Bush Fire Control Officer may deputise in the absence of the Chief Bush Fire Control Officer.
- If more than one FCO's/Brigades are in attendance may take control of fire operations and be
- Incident Controller or part of the Incident Manager Team as delegated by the Incident Controller.
- The Deputy Chief Bush Fire Control Officer is responsible to the Chief Bush Fire Control Officer.

Criteria of DCBFCO -

- Effective Interpersonal Skills
- Good Written and Verbal Communication Skills
- Leadership Skills
- Management Skills
- Experience in managing operations
- Ability to perform under stressful conditions
- Current appointment as Fire Control Officer.

Desirable Criteria of DCBFCO -

- Knowledge of managing a volunteer organisation
- Ability to complete Chief Bush Fire Control Officers course and AIIMS training courses
- Ability to attend further fire and emergency management training.

4. MEMBERSHIP

4.1 NEW MEMBERSHIP APPLICATION

- A new Member is to complete a DFES volunteer nomination form and accept the conditions for membership.
- The brigade captain must endorse the application.
- The applicant shall obtain competencies for Introduction to Firefighting and Bush Fire fighting prior to commencing active Fire Fighting duties.

4.2 CONDITIONS OF MEMBERSHIP

The conditions of membership shall refer to

- Fire Fighters
- Auxiliary Members
- Cadets

A recruit Fire Fighter is required to complete the necessary Fire Fighter modules as required by the Shire of Beverley prior to commencing active Fire Fighter duties:

Competency in these modules shall be the minimum acceptable standard required for a Fire Fighter to perform active fire fighting duties.

- Members must comply with the legislative requirements of the:
 - *DFES Act 1998 (WA)*;
 - *Bush Fires Act 1954 (WA)*; and
 - *Equal Opportunity Act 1984 (WA)*
- Members must act within the:
 - established guidelines of the Brigade;
 - Brigade's policies;
 - Brigade's Code of Conduct; and
 - Competency and commitment requirements for an active volunteer Fire Fighter as required by the Shire of Beverley.

4.3 INDUCTION

All new Members shall be:

- Introduced to Brigade Members and shown all Brigade facilities during induction;
- Instructed about any safety requirements;
- Made aware of Brigade duties and responsibilities;
- Provided with a mentor until such time as they are familiar with Normal Brigade Activities

4.4 MEETINGS OF THE BRIGADE

ORDINARY MEETINGS

- The Brigade may at any time call an Ordinary Meeting of its Members.
- The Brigade shall hold a minimum of Two (2) Ordinary Meetings between 1 July and 30 June each year.

ANNUAL GENERAL MEETING

- The Brigade shall hold an AGM in July/August of each calendar year.
- A report shall be presented to the membership by the captain.

- At this meeting all Executive Committee positions will be declared vacant.
- All equipment and documentation relevant to each position is to be made available for auditing at the AGM.
- The CESM or proxy will act as receiving officer during the election of the new Executive Committee positions.
- The new Executive Committee will assume the positions as of the date of the AGM.
- Any outgoing Executive Committee Member to conduct handover to new incumbent.

VOTING

Each active Member, shall be entitled to one vote. In the event of an equality of votes, the Chairperson may exercise the deciding vote.

Votes may be counted by either:

- a) Formal secret ballot; *or*
- b) Informal show of hands.

5 EXECUTIVE COMMITTEE

- Each Brigade will consist of an Executive Committee.
- Any functions of the Brigade may be delegated to the Executive Committee provided that a motion approving of the delegation has been carried at either an Ordinary Meeting or AGM.
- The Executive Committee shall consist of the following Office Bearers:
 1. Brigade Captain
 2. Secretary
 3. Brigade Lieutenant(s)
 4. Treasurer (if applicable)
- The Executive Committee may request at any time the attendance of any person or persons at a meeting
- The Executive Committee will be responsible for the management and administration of the Brigade.
- A motion carried by the vote of an Absolute Majority of those present at an Executive Committee shall be accepted as the decision of the Executive Committee.
- Each registered Member present at a meeting of the Executive Committee shall be entitled to one vote. In the event of an equality of votes the Captain will be entitled to a second or casting vote.
- The Executive Committee must keep accurate minutes of the meeting.
- Minutes of these meetings shall be made available to Members of the Brigade.
- All elected positions are for a period of twelve (12) consecutive months.

CONDUCT OF ELECTIONS

Positions should be determined by vote in the ascending order of preference:

| Order | Officer | Term |
|-------|----------------------|--------|
| 1 | Brigade Captain | 1 year |
| 2 | Lieutenants | 1 year |
| 4 | Secretary | 1 year |
| 5 | Treasurer | 1 year |
| 8 | FCO Nominations Only | 1 year |

The BFAC will be responsible for the appointment of the Fire Control Officers positions based on the delegates nominated by the Executive Committee

1. APPENDIX NOMINATION FORM

Local Government _____ Volunteer Bush Fire Brigade
(Name of Brigade)

Brigade Nomination Form

I _____, as an active Member of _____ Volunteer
Bush Fire Brigade hereby nominates _____ for the position of:

| | | | |
|----------------------|--|------------|--|
| Captain | | Lieutenant | |
| Fire Control Officer | | Treasurer | |
| Secretary | | | |

(If nominating for more than one position, separate forms are required)

I _____, as an active Member of _____ Volunteer
Bush Fire Brigade hereby endorses the above nomination.

Full Name of Nominee: _____

Address: _____

Contact Details:

Home: _____

Mobile: _____

E-mail: _____

DFES Identification Number: _____

I certify that I have read and understand the duties and responsibilities for the position I have been nominated as specified under the Volunteer Bush Fire Brigade Constitution and that I have currency in all the competencies required. I understand that if I do not have currency in all the competencies required I can still be nominated subject to the approval of the Community Fire Manager. Such approval may be conditional on further training or other arrangements as deemed necessary.

Signature

Date

Received by Secretary/Returning Officer

Signature

Date

Notes: _____

2. APPENDIX POLICY ON THE WEARING OF PERSONAL PROTECTIVE EQUIPMENT (PPE) BY VOLUNTEER BUSH FIRE BRIGADE MEMBERS

1. Introduction

This policy covers the wearing of PPE by registered brigade members and volunteers attending a fire ground within the Shire of Beverley

2. Definitions

For the purpose of this policy:

“**PPE**” means protective clothing including pants, jackets, helmets, boots, goggles and gloves.

“**Fire ground**” means the operational area at the scene of a fire.

“**Brigade member**” means a registered member of a Bush Fire Brigade within the Shire of Beverley.

“**Volunteer fire fighter**” means a bush fire control officer, a person who is a registered member of a bush fire brigade established under this Act or a person working under the direction of that officer or member (as per section 35A of the Bush Fires Act 1954).

“**Normal Brigade activities**” has the meaning assigned to it in Section 35A of the Bush Fires Act 1954.

“**Authorised officer of the Shire of Beverley**” means the Chief Executive Officer, Rangers and any person so delegated by the Chief Executive Officer.

3. Brigade Members and Volunteer Fire Fighters

Any volunteer fire fighter who attends a fire ground will endeavor to wear the following:

- Long sleeve shirt
- Long pants
- Fully enclosed shoes

At the specific request of a Fire Control Officer, Incident Controller, a Volunteer Fire Fighter can be requested to wear any or all of the above items of additional PPE (when supplied) should they be deemed necessary. Failure to comply with this request can result in the Volunteer Fire Fighter being directed to leave the fire ground.

Any volunteer that attends a fire ground without the minimum clothing above can be directed to leave the fire ground by a Fire Control Officer, an Incident Controller.

It is preferable that any volunteer fire fighter that attends a fire ground wear more than the prescribed PPE above.

Preferred additional PPE includes the following:

- Gloves
- Goggles
- Helmet

12.4 2013 WALGA Annual General Meeting – Voting Delegates

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 15 May 2013
APPLICANT: N/A
FILE REFERENCE: ADM 0238
AUTHOR: S P Gollan, Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

Council is to select two (2) voting delegates for the WA Local Government Association AGM on Wednesday 7 August 2013.

BACKGROUND

The Western Australian Local Government Association (WALGA) have advised that their Annual General Meeting will be held prior to the commencement of the Local Government Convention on Wednesday 7 August 2013 at the Perth Convention and Exhibition Centre, followed by the Trade Exhibition and Convention Welcome Reception that evening.

COMMENT

Council is entitled to be represented by two (2) voting delegates. If Council is seeking to exercise their voting entitlements, I need to register who the voting delegates are. In past years Council has nominated the President and the Deputy President. Registration for Voting Delegates must be back to the Association by Friday 12 July 2013.

STATUTORY ENVIRONMENT

Pursuant to the WALGA Constitution, all Member Councils are entitled to be represented by two (2) voting delegates.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Council Leadership – be accountable and make informed decisions within our resource and government structures.

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Cr Ridgway and Cr Pepper be registered as the two voting delegates for the 2013 WALGA Annual General Meeting.

COUNCIL RESOLUTION

M11/0513

Moved Cr Foster

Seconded Cr Gogol

That Cr Ridgway and Cr Pepper be registered as the two voting delegates for the 2013 WALGA Annual General Meeting.

CARRIED 7/0

Prior to any consideration of Item 12.5 Cr Ridgway declared an interest affecting impartiality, being that Cr Ridgway is a member of the Management Committee of the Beverley Community Resource Centre.

12.5 Beverley Community Resource Centre Feasibility Study

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 21 May 2013
APPLICANT: Beverley Community Resource Centre
FILE REFERENCE: ADM 0008
AUTHOR: S P Gollan, Chief Executive Officer
ATTACHMENTS: Letter from Beverley Community Resource Centre

SUMMARY

That Council consider including an allocation of \$14,120.00 in the 2013/14 Budget in support of The Beverley Community Resource Centre Feasibility Study.

BACKGROUND

In February 2013, the Beverley Community Resource Centre (CRC) wrote to Council seeking support for the undertaking of a Feasibility Study.

The objectives of the Feasibility Study are to;

- Gain feedback on the level and scope of current services, resources, facilities and programmes;
- Ascertain future community requirements/expectations of the Beverley Community Resource Centre; and
- Develop a business case for facility renovation/expansion/relocation or a new purpose built facility.

The study will involve seeking comments from community members, community groups and Department of Regional Development and Lands. It is also anticipated that opportunities to improve the financial capacity of the Centre will be identified through the feasibility process.

At the February meeting Council resolved to support the Beverley Community Resource Centre Feasibility Study Development and, should a financial contribution be required from Council, a formal request be made.

The Management Committee of the Beverley CRC has now submitted a grant application to the CRC Network Special Projects Fund for the Feasibility Study.

COMMENT

The grant application requires written confirmation of a commitment of financial support, being \$14,120.00, from the Shire of Beverley before the grant application can be approved.

The Management Committee has worked hard to return the CRC to a successful community centre, after it almost collapsed 4 years ago. The Feasibility Study will progress the Beverley CRC in to the next stage of its future.

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

Nil as the funds are to be included in the 2013/14 Budget.

STRATEGIC IMPLICATIONS

Social - Build population growth through providing employment opportunities. Strengthen our advocacy role and regional partnerships in the provision of local services. Maintain and nurture the sense of community.

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council allocate \$14,120.00 in the 2013/14 Budget for the Beverley Community Resource Centre Next Phase Feasibility Study.

COUNCIL RESOLUTION

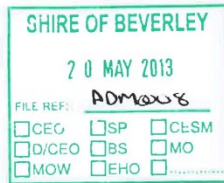
M12/0513

Moved Cr Gogol

Seconded Cr Shaw

That Council allocate \$14,120.00 in the 2013/14 Budget for the Beverley Community Resource Centre Next Phase Feasibility Study.

CARRIED 6/1



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19th May 2013

Mr Steve Gollan CEO
136 Vincent St
Shire of Beverley
PO Box 20
BEVERLEY WA 6304

Beverley Community Resource Centre "Next Phase Feasibility Study"

Dear Steve

Further to my correspondence in February, the Management Committee has now submitted a grant application to the CRC Network Special Projects Fund for Beverley's Community Resource Centre "The Next Phase Feasibility Study". A copy of the application is attached for your information.

The Management Committee proposed to correspond with the Shire foreshadowing an impending request for funds toward the "Concept Phase" of the study, asking that an allocation of \$14,120 be included in Councils 13/14 budget. The Committee had hoped to get the study underway and use results from the "Needs Assessment" component in support of an official request to Council for the funds.

A favourable response has been received from the Review Panel, however a firm commitment of financial support from Council toward the total project has been requested before the application will be signed off.

To secure grant funding and initiate commencement of the "The Next Phase Feasibility Study" a formal request is now being made to Council for a contribution of \$14,120 toward this important community planning project.

Yours sincerely

Lynette Wellington
Secretary
Management Committee
Beverley Community Resource Centre

Proudly supported by



Department of
Regional Development and Lands



12.6 2012/13 CLGF Regional – Shire of Quairading Project Revision

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 22 May 2013
APPLICANT: Shire of Quairading
FILE REFERENCE: ADM 0380
AUTHOR: S P Gollan, Chief Executive Officer
ATTACHMENTS: Letter from Shire of Quairading

SUMMARY

That Council consider endorsing the change of purpose of funding from the Country Local Government Fund (CLGF) Regional component 2012/13 from the Town Power Supply Project to the Caravan Park Redevelopment by the Shire of Quairading.

BACKGROUND

The CLGF Regional Component has operated for the past two years with the Shire of Beverley receiving \$905,977.00 for part construction of the Beverley Function and Recreation Centre at the Beverley Oval.

COMMENT

The Quairading Shire Council is seeking to realign funds allocated under the Regional CLGF 2012/13 from a proposed program to upgrade the Quairading Town Power Supply to the Redevelopment of the Quairading Caravan Park. The Caravan Park Redevelopment has been identified in the Quairading Shire Councils Forward Capital Works Plan 2012/13 – 2016/17.

The attachment outlines the factors provided by the Shire of Quairading for rescheduling the Power Supply Program and realigning the funds to the Caravan Park Redevelopment.

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council endorse the change of project from the Town Power Supply Project to the Caravan Park Redevelopment as requested by the Shire of Quairading for their 2012/13 CLGF Regional Component Funding Application.

COUNCIL RESOLUTION

M13/0513

Moved Cr Alexander

Seconded Cr Gogol

That Council endorse the change of project from the Town Power Supply Project to the Caravan Park Redevelopment as requested by the Shire of Quairading for their 2012/13 CLGF Regional Component Funding Application.

CARRIED 7/0



Shire of Quairading

10 Jennaberring Road, Quairading WA 6383 ~ P.O. Box 38, Quairading WA 6383
Telephone (08) 9645 1001 ~ Fax (08) 9645 1126
All correspondence to be addressed to Chief Executive Officer

Your Ref:

Our Ref: CLGF – Regional 12/13
FIN 1

16th May 2013

Chief Executive Officer
Shire of Beverley
P O Box 20
BEVERLEY WA 6304

Dear Steve

Realignment CLGF - Regional 2012-13

Quairading Shire Council is seeking to realign funds allocated under CLGF - Regional (2012/13) due to a rescheduling of the proposed program for the Upgrade of the Quairading Town Power Supply, and to bring forward the implementation of phases of the Caravan Park Redevelopment Program to be funded through CLGF - Regional (2014/15) as identified in the Forward Capital Works Plan - 2012/13 - 2016/17.

CLGF - Regional 2012/13 - Whole Town Power Supply Upgrade Quairading

The rescheduling of the upgrade to the Quairading Township Power Supply has arisen due to a number of factors including:-

- i. proposed relocation of a major agricultural machinery producer has been deferred for an additional year;
- ii. time frame for the relocation has been extended over a number of years; and
- iii. immediate projected growth in demand for electricity within the township can be met with existing capacity within the system.

Original CLGF - Regional 2012/13

| DESCRIPTION | CAPITAL WORKS EXPENDITURE | | | | | TOTAL |
|----------------------|---------------------------|------------|------------|------------|------------|--------------------|
| | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | |
| Project Capital Cost | \$1,050,000 | \$0 | \$0 | \$0 | \$0 | \$1,050,000 |
| TOTAL COST | \$1,050,000 | \$0 | \$0 | \$0 | \$0 | \$1,050,000 |

| FUNDING SOURCES | CAPITAL WORKS FUNDING | | | | | TOTAL |
|-------------------------|-----------------------|------------|------------|------------|------------|--------------------|
| | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-17 | |
| CLGF Regional 2012-13 | \$900,000 | \$0 | \$0 | \$0 | \$0 | \$900,000 |
| Council Municipal Funds | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$150,000 |
| TOTAL FUNDING | \$1,050,000 | \$0 | \$0 | \$0 | \$0 | \$1,050,000 |

Attachment 12.6

The outcome of this is that Quairading Shire Council would be unable to utilise the funds for the upgrade either productively or within the two year time frame.

CLGF - Regional 2012/13 - Proposed Allocation to Caravan Park Redevelopment

The Council is due to commence the redevelopment of the Shire Caravan Park and Campsite.

A study and business plan was drawn up by Brighthouse Consultants, Caravan and Campsite Specialists, in late 2012 early 2013. This proposed a multi-phased redevelopment of the Caravan Park addresses the following issues:

- i. Compliance with Caravan Park and Campsite Regulations 1997
- ii. Expansion of the range of accommodation and facilities offered at the Park - eco-cottages, safari tents and park kitchen;
- iii. Development of the Caravan Park Overflow Site; and
- iv. Upgrade, modernising and realignment of sites and facilities within the existing park.

This program is to be implemented over a five year period financed through a number of sources.

Current Funding Schedule (FCWP 2012-13 to 2016-17)

| Economic Services Facilities | CAPITAL WORKS EXPENDITURE | | | | | TOTAL |
|---------------------------------|---------------------------|------------------|------------------|------------------|------------|-----------------------|
| | 2012-13 | 2013-14 | 2014-15 | 2015-16 | 2016-017 | |
| Caravan Park Upgrades | \$100,000 | \$264,739 | \$700,000 | \$0 | \$0 | \$1,064,739.00 |
| Caravan Park Overflow Park | \$0 | \$464,739 | \$0 | \$0 | \$0 | \$464,739.00 |
| Eco Cottages & Safari Tents | \$400,000 | \$200,000 | \$0 | \$350,000 | \$0 | \$950,000.00 |
| Total | \$500,000 | \$929,478 | \$700,000 | \$350,000 | \$0 | \$2,479,478.00 |

| FUNDING SOURCES | CAPITAL WORKS FUNDING | | | | | TOTAL |
|---------------------------|-----------------------|------------------|------------------|------------------|------------|-----------------------|
| | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 | |
| CLGF - Regional 2014-15 | \$0 | \$0 | \$600,000 | \$0 | \$0 | \$600,000 |
| CLGF - Regional 2015-16 | \$0 | \$0 | \$0 | \$350,000 | \$0 | \$350,000 |
| CLGF - Individual 2012-13 | \$364,739 | \$0 | \$0 | \$0 | \$0 | \$364,739 |
| CLGF - Individual 2013-14 | \$0 | \$364,739 | \$0 | \$0 | \$0 | \$364,739 |
| Council Funds | \$400,000 | \$300,000 | \$100,000 | \$0 | \$0 | \$800,000 |
| Total | \$764,739 | \$664,739 | \$700,000 | \$350,000 | \$0 | \$2,479,478.00 |

Proposed Funding Schedule

| Economic Services Facilities | CAPITAL WORKS EXPENDITURE | | | | | TOTAL |
|---------------------------------|---------------------------|--------------------|------------------|------------------|------------|--------------------|
| | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 | |
| Caravan Park Upgrades | \$100,000 | \$764,739 | \$200,000 | \$0 | \$0 | \$1,064,739 |
| Caravan Park Overflow Park | \$0 | \$464,739 | \$0 | \$0 | \$0 | \$464,739 |
| Eco Cottages & Safari Tents | \$400,000 | \$200,000 | \$0 | \$350,000 | \$0 | \$950,000 |
| Total | \$500,000 | \$1,429,478 | \$200,000 | \$350,000 | \$0 | \$2,479,478 |

| FUNDING SOURCES | CAPITAL WORKS FUNDING | | | | | TOTAL |
|---|-----------------------|------------------|------------------|------------------|------------|--------------------|
| | 2012-2013 | 2013-2014 | 2014-2015 | 2015-2016 | 2016-2017 | |
| CLGF - Regional 2012-13 ¹ | \$900,000 | \$0 | \$0 | \$0 | \$0 | \$900,000 |
| CLGF - Regional 2014-15 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| CLGF - Regional 2015-16 | \$0 | \$0 | \$0 | \$350,000 | \$0 | \$350,000 |
| CLGF - Individual 2012-13 | \$364,739 | \$0 | \$0 | \$0 | \$0 | \$364,739 |
| CLGF - Individual 2013-14 | \$0 | \$364,739 | \$0 | \$0 | \$0 | \$364,739 |
| Council Funds | \$100,000 | \$200,000 | \$200,000 | \$0 | \$0 | \$500,000 |
| Total | \$1,364,739 | \$564,739 | \$200,000 | \$350,000 | \$0 | \$2,479,478 |

¹CLGF - Regional Allocation 2012-13

Park cottages: \$600K
Caravan Park
Overflow : \$100K
Caravan Park
Upgrade : \$200K

It is proposed that the funds previously designated for the Town Power Upgrade be redirected to the redevelopment of the Shire Caravan Park and Camp Site, including the construction of Park Cottages, and that certain components within the program be rescheduled and brought forward (installation of electrical, sewerage and water reticulation).

Quairading Shire Council is seeking the endorsement of each of the SEAVROC Councils to enable the submission of an alternative business plan to RDL and the Wheatbelt Development Commission for the funding of the CLGF - Regional Component by the 31st May 2013 Deadline.

Please do not hesitate to contact Council's EDPO, Richard Bleakley, or the writer on this issue.

Yours faithfully



GRAEME FARDON
Chief Executive Officer

12.7 Welfare Liaison Officer – LEMC Meeting Minutes

SUBMISSION TO: Ordinary Council Meeting 28 May 2013
REPORT DATE: 21 May 2013
APPLICANT: Community Emergency Services Manager (CESM)
FILE REFERENCE: ADM 0078
AUTHOR: J Corrigan, CESM
ATTACHMENTS: Refer to LEMC Meeting Minutes Page 3 of this Agenda

SUMMARY

That Council consider a recommendation to appoint Deputy CEO Simon Marshall as the Local Welfare Liaison Officer as agreed by the Local Emergency Management Committee.

BACKGROUND

On 18 April 2013 the Local Emergency Management Committee held its annual emergency management exercise. The purpose of this exercise was to test and review the effectiveness and understanding of the local emergency management arrangements.

At the conclusion of the exercise it was found that within the local emergency arrangements the Shire had not appointed a Local Welfare Liaison Officer. The role of the Local Welfare Liaison Officer is to provide assistance to the Local Welfare Centre, including the management of emergency evacuation centres such as building opening, closing, security and maintenance.

COMMENT

On 14 May 2013 at the Local Emergency Management Committee Meeting it was agreed that Deputy Chief Executive Officer, Simon Marshall, should be appointed as the Local Welfare Liaison Officer and be responsible for opening and management of the evacuation centre prior to the arrival of the Department of Child Protection and Family Support.

CONSULTATION

Local Emergency Management Committee
Community Emergency Services Officer – SEMC Secretariat

STATUTORY ENVIRONMENT

Emergency Management Act 2005

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council:

1. Endorse the appointment of Deputy CEO, Simon Marshall as the Welfare Liaison Officer for the Shire of Beverley.

COUNCIL RESOLUTION

M14/0513

Moved Cr Foster

Seconded Cr Gogol

That Council:

1. **Endorse the appointment of Deputy CEO, Simon Marshall as the Welfare Liaison Officer for the Shire of Beverley.**

CARRIED 7/0

13. NEW BUSINESS ARISING BY ORDER OF THE MEETING

13.1 WA Sheep Dog Association Request For Sponsorship

The matter of Community Sponsorship was discussed in the Council Forum. Council agreed to look into an application process for all Individual Sponsorship requests. The decision to support the WA Sheep Dog Trials was moved to the Ordinary Council Meeting.

COUNCIL RESOLUTION

M15/0513

Moved Cr Gogol

Seconded Cr White

That Council support the WA Sheep Dog Association by sponsoring \$200.00 for the WA Sheep Dog Trials to be held at Avondale 20 to 23 June 2013.

14. CLOSURE

There being no further business, the Chairman declared the meeting closed at 3:32pm

I hereby certify these Minutes as being confirmed in accordance with Section 5.22 of the Local Government Act 1995.

PRESIDING MEMBER:

DATE: