



Shire of
Nannup
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Agenda

Council Meeting to be held
on Thursday 22 October 2015
Commencing at 4.15pm

A g e n d a

1. **DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**
2. **RECORD OF ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE**
(previously approved)
3. **RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**
4. **PUBLIC QUESTION TIME**
5. **APPLICATIONS FOR LEAVE OF ABSENCE**
6. **PETITIONS/DEPUTATIONS/PRESENTATIONS**
7. **DECLARATIONS OF INTEREST**

The Shire President will read out any declarations received relating to financial, proximity or impartiality interests and ask for any further declarations to be made.

Members should make any declarations at the start of the meeting but may declare an interest before the resolution of any agenda item.

8. **CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**

That the Minutes of the Ordinary Council Meeting of the Shire of Nannup held in Council Chambers on 24 September 2015 be confirmed as a true and correct record.

That the Minutes of the Special Council Meeting of the Shire of Nannup held in Council Chambers on 19 October 2015 be confirmed as a true and correct record.

9. **MINUTES OF COUNCIL COMMITTEES**

9.1 The Warren Blackwood Strategic Alliance (Inc) Annual General Meeting

That Council receive the Draft Minutes of The Warren Blackwood Strategic Alliance (Inc) Annual General Meeting meeting held 6 October 2015.

9.2 WBAoC Board Meeting

That Council receive the Minutes of the WBAoC Meeting held 6 October 2015

10. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

11. REPORTS BY MEMBERS ATTENDING COMMITTEES

12. REPORTS OF OFFICERS

Agenda No.	Description	Pag e No.
CHIEF EXECUTIVE OFFICER		
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FINANCE & ADMINISTRATION		
12.5	Caravan Park Upgrade	14
12.6	Budget Monitoring – September 2015	17
12.7	Monthly Accounts for Payment - September 2015	19

**13. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY
DECISION OF MEETING**

(a) OFFICERS

(b) ELECTED MEMBERS

**14. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS
BEEN GIVEN**

15. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

16. CLOSURE OF MEETING

CEO DEPARTMENT

AGENDA NUMBER:	12.1
SUBJECT:	Council Meetings 2016 – Dates and Times
LOCATION/ADDRESS:	
NAME OF APPLICANT:	
FILE REFERENCE:	ADM 18
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	12 October 2015

BACKGROUND:

Section 12 of the *Local Government (Administration) Regulations 1996* requires a Local Government to at least once a year give local public notice of the dates on which and the time and place at which –

- (a) the ordinary council meetings;
- (b) the committee meetings that are required under the *Act* to be open to members of the public or that are proposed to be open to members of the public; and
- (c) are to be held in the next 12 months.

COMMENT:

The proposed dates for the 2016 monthly Council meetings, subject to consideration of meeting times:-

Thursday, 28 January 2016
Thursday, 25 February 2016
Thursday, 24 March 2016
Thursday, 28 April 2016
Thursday, 26 May 2016
Thursday, 23 June 2016

Thursday, 28 July 2016
Thursday, 25 August 2016
Thursday, 22 September 2016
****Thursday, 27 October 2016****
Thursday, 24 November 2016

Historically Council does not conduct an Ordinary Meeting in December and again this has been excluded from the scheduled meeting dates for 2016. Council may wish to consider its position in respect to the conduct of a meeting in December and possibly exclude the January meeting as it normally is a very quiet period at the year's commencement.

*It should be noted that the 24 March 2016 scheduled meeting falls the day before Good Friday and therefore Council may wish to consider re-scheduling this meeting to **Thursday, 31 March 2016**.

The 27 October 2016 scheduled meeting falls in the middle of the Local Government Managers (WA) Division Annual State Conference and to allow the CEO and Manager Corporate Services to attend, Council may wish to consider re-scheduling this meeting to **Thursday, 20 October 2016.

In re-scheduling the above Council meeting dates it would still allow a month between meeting dates. In submitting the above meeting dates for 2016, Council may also wish to review meeting commencement times.

STATUTORY ENVIRONMENT:

Section 12 of the *Local Government (Administration) Regulations 1996* relating to advertising meeting times and dates.

POLICY IMPLICATIONS: Nil

FINANCIAL IMPLICATIONS: Nil

STRATEGIC IMPLICATIONS:

Shire of Nannup Community Strategic Plan 2013-2023 – Our Council Leadership
– Strategy 6.1 Lead, Listen, Advocate, Represent and Provide.

RECOMMENDATION:

That in accordance with Section 12 of the *Local Government (Administration) Regulations 1996* relating to the advertising of meeting times and dates of monthly Ordinary meetings, the following schedule of times and dates be adopted for the 2016 calendar year:-

- Information Session to commence at 3.15pm
- Monthly Ordinary Council meetings to commence at 4.15pm on the following dates:-

Thursday, 28 January 2016	Thursday, 28 July 2016
Thursday, 25 February 2016	Thursday, 25 August 2016
Thursday, 31 March 2016	Thursday, 22 September 2016
Thursday, 28 April 2016	Thursday, 20 October 2016
Thursday, 26 May 2016	Thursday, 24 November 2016
Thursday, 23 June 2016	

VOTING REQUIREMENTS: Simple Majority

AGENDA NUMBER:	12.2
SUBJECT:	Annual Councillor/Employee Christmas Function and Christmas Shut Down
LOCATION/ADDRESS:	
NAME OF APPLICANT:	
FILE REFERENCE:	ADM 18
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	12 October 2015

BACKGROUND:

With Christmas fast approaching it is necessary for Council to consider whether it wishes to conduct a Councillor/Employee end of year function, and if so, this will enable staff to commence organising same.

COMMENT:

It is considered that such a function enables Council to formally thank its employees for their efforts throughout the year and provides the opportunity for Councillors to meet with all of the Shire of Nannup employees in a social atmosphere. Such a function also has the ability to lift employee morale in being recognised for their efforts.

In 2014 Council conducted an informal function at the rear of the Council Offices and from observations from senior staff; this was accepted by all of Council's employees. It is suggested that a similar function be held in 2015 and that it be conducted on Friday, 18 December.

As per previous years, all employees take a 10 day break over the Christmas period which incorporates public holiday's, annual leave and accumulated rostered days off between the dates below. This includes the Shire office being closed on these dates:-

Friday, 25 December 2015	Public Holiday
Monday, 28 December 2015	" "
Tuesday, 29 December 2015	" "
Wednesday, 30 December 2015	Annual Leave, RDO
Thursday, 31 December 2015	" "
Friday, 1 January 2016	Public Holiday
Monday, 4 January	Normal Work Pattern Resumes

STATUTORY ENVIRONMENT: Nil

POLICY IMPLICATIONS: Nil

FINANCIAL IMPLICATIONS:

Provision for expenditure associated with this function would be allocated from the annual Refreshments and Entertainment allocation.

STRATEGIC IMPLICATIONS: Nil

RECOMMENDATION:

That Council conducts an end of year/Christmas function for all Shire of Nannup employees on Friday, 18 December 2015 in a similar format to that which was conducted in 2014. Council also approves of the Shire Office being closed over the Christmas/New Year break.

VOTING REQUIREMENTS: Simple Majority

AGENDA NUMBER:	12.3
SUBJECT:	Danjangerup Cottages – Future Management
LOCATION/ADDRESS:	Crown Land Reserve 39740
NAME OF APPLICANT:	Western Australian Housing Authority
FILE REFERENCE:	
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	12 October 2015
ATTACHMENTS:	12.3.1 – Letter from Louise Murray 12.3.2 – Draft Lease Agreement between Shire of Nannup and Bunbury Housing Assoc (Inc) T/A Alliance Housing (WA)

BACKGROUND:

Louise Murray, Senior Contract Development Officer with State Government's Housing Authority has written to Council regarding the Shire of Nannup's Management Order over Crown Land Reserve 39740 (Danjangerup Cottages) in the hope that the Shire and the Housing Authority can reach a resolution for the future management of the Cottages.

Ms Murray advises that the Housing Authority and Danjangerup Cottages Incorporated (DCI) have two joint venture agreements over 9 units built on Crown Land Reserve 39740 with these units being managed by Alliance Housing. Ms Murray indicates that DCI would like to dissolve their incorporation under the *Associations Act* and to achieve this, they must first terminate their interest in the joint venture agreements. Both the Housing Authority and DCI would like Alliance Housing to continue to manage the properties.

Ms Murray advises that once the joint venture has been terminated, the Housing Authority will re-document their interest in the units in the form of a legal agreement, which reflects their significant equity share in the units (90.51% over Stage 1 and 89.7% over Stage 2).

Ms Murray advises that as the Shire of Nannup had previously advised that it does not wish to relinquish its Management Order over Reserve 39740, Alliance Housing would have to lease the land and units directly from the Shire. This has the effect of giving the Housing Authority little or no interest over the units.

If the Shire of Nannup is agreeable, Ms Murray suggests that the Shire leases the land to the Housing Authority on a 21 year lease at a peppercorn rental. The

Housing Authority would then immediately sub-lease the land to Alliance Housing and pass on property management responsibilities to Alliance Housing. DCI would also transfer any accumulated surplus funds to Alliance Housing for ongoing property maintenance.

Ms Murray further advises that this has been previously favourably suggested to the Shire but has not moved forward due to perceived opposition by DCI. Mrs Stephanie Camarri of DCI has been approached and seemed to react positively to this approach.

COMMENT:

The matter relating to the future management of the Danjangerup Cottages has been before Council previously following the decision by DCI to dissolve their Incorporation status. At the 27 June 2013 and the 23 October 2014 Ordinary meetings of Council the following was resolved:-

8989 DUNNET/STEER

1. *Council agree in principle to the relinquishment of the lease and for Alliance Housing to take over the management of Danjangerup Cottages.*
2. *Council advise the Department of Housing that it agrees to the severance of clause 4(k) from the lease between the Council and Danjangerup Cottages Incorporated dated 1 August 1991.*
3. *Council agree to the execution of a new lease with Alliance Housing on terms to be agreed.*
4. *Council agree to hold a trust fund for the balance of surplus funds from Danjangerup Committee, plus interest and a contract be drawn up to this effect between the Danjangerup Committee and the Shire of Nannup to release these funds for the expansion of the Danjangerup Cottages in the future.*

CARRIED 8/0

9178 MELLEMA/STEVENSON

Council does not agree to surrender the Management Order in respect of Reserve No. 39740 in favour of the Department of Housing.

CARRIED 8/0

Point 4 of Resolution **8989** has not been resolved as DCI still hold the accumulated funds for ongoing management of the Cottages as they have yet to dissolve as an Incorporated body. Also from the most recent correspondence from the Housing Authority, it indicates that DCI would transfer any accumulated funds to Alliance Housing for property maintenance if Council agrees to the current proposal.

In respect to the proposal by the Housing Authority regarding accumulated funds, the CEO referred this to representatives of DCI for their comment and they were

totally opposed to the funds being transferred to Alliance Housing and that Council's original Resolution **8989** should stand.

The CEO and DCI representatives have been in further discussions with Ms Murray at the Housing Authority to indicate that both the Shire of Nannup and DCI still maintain that the accumulated funds should be transferred to the Shire of Nannup as custodians of the funds. The Housing Authority has now acceded to this request and has forwarded additional correspondence outlining this matter and providing additional information on the Joint Venture Agreement (JVA) and future Management of the Cottages.

The Housing Authority also advises that it holds significant equity in the units (87.58% over Stage 1 and 89.7% over Stage 2) that needs to be documented in a new Agreement. DCI holds the remaining equity (12.42% share over Stage 1 and 10.30% share over Stage 2) as per the JVA with the Housing Authority. With DCI's impending dissolution as an Incorporated body, DCI is seeking to hand its equity to the Shire of Nannup. The Housing Authority indicates that if DCI formally agrees to assigning its equity to the Shire of Nannup, this would mean that the Shire would then be a party to the JVA with the Housing Authority.

Housing Authority advises that as the Shire will continue to hold the Management Order over the property, it suggests the Shire of Nannup grants a long term lease (21 years or thereabouts) for a peppercorn rent to the Housing Authority, imposing basic repair and outgoing liability on the Authority. A similar draft Lease is attached but this would be between the Housing Authority and the Shire instead of the Shire and Alliance Housing.

If Council is agreeable to such a Lease, the Housing Authority would immediately sub-lease the land to Alliance. Alliance would then perform all property maintenance responsibilities outlined above as well as adding all the normal tenant allocation and management, financial management and reporting obligations that would normally feature in a lease between the Housing Authority and a Community Housing Organisation. This will give the Authority scrutiny over the way Alliance operates and would entail obligations on the Authority as landlord as long as the head lease is in place.

STATUTORY ENVIRONMENT:

Possible requirement to Lease Reserve 39740 to the Housing Authority as per the requirements of the current Management Order.

POLICY IMPLICATIONS:
Nil

FINANCIAL IMPLICATIONS:

Possible requirement to establish a Reserve Fund for the "Future Development of Danjangerup Cottages" utilising the accumulated funds from the Danjangerup Cottages Incorporated.

STRATEGIC IMPLICATIONS:

Shire of Nannup Community Strategic Plan 2013 – 2023 - "Our Community" Strategy 1.2 Advocate for improved facilities and services for our aged.

RECOMMENDATION:

In order that the future management of the Danjangerup Cottages can be progressed in light of Danjangerup Cottages Incorporated (DCI) dissolution as an Incorporated body proceeding, Council resolves the following:-

1. That Council agrees to accept the accumulated General Account Funds of DCI totalling \$224,746.29 (as at 17 June 2015) and establishes a Reserve Fund for the purpose of "Future Development and Major Maintenance Works of Danjangerup Cottages" and that the release of amounts from these funds would only be considered by application to Council;
2. That Council, upon DCI's formal approval to assign its equity of the Cottages to the Shire of Nannup, accepts such equity of the Cottages and becomes a party to the Joint Venture Agreement with the Housing Authority; and
3. That Council, in holding the Management Order on Reserve 39740, advises the Housing Authority that it is prepared to Lease the Reserve to Housing Authority for a period of 21 years at a peppercorn rental. In granting the Lease, the Housing Authority be informed that this is subject to the Minister for Lands approving of the Lease in accordance with the management Order provisions.

VOTING REQUIREMENTS:
Simple Majority

AGENDA NUMBER:	12.4
SUBJECT:	Official Opening of Nannup Recreation Centre Function Room and Renovation Works
LOCATION/ADDRESS:	
NAME OF APPLICANT:	
FILE REFERENCE:	REC 2
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	13 September 2015

BACKGROUND:

At a Recreation Centre site meeting held on Tuesday, 13 October 2015 at which the Building Contractor, Project Manager, Manager for Infrastructure and the CEO were in attendance, discussions took place on a suitable date for the official opening of the facility in consideration that the new Function Room will be completed by 31 October and the renovations to the existing building completed by mid-November.

COMMENT:

It was considered that the most appropriate date for the official opening be **Saturday, 28 November 2015** as this would allow general tidy-up works to be carried out prior to the opening.

Should Council be agreeable to the opening date, an invitation list of invited guests will be generated and circulated to Councillors for their perusal. An open invitation to the wider Nannup community will be advertised via the various media forums.

A trial use of the new facility will be held on Saturday, 31 October at which the Nannup Football Club will be conducting their annual wind-up and the Building Contractor is confident that the facility will be available for use at this time.

STATUTORY ENVIRONMENT: Nil

POLICY IMPLICATIONS: Nil

FINANCIAL IMPLICATIONS:

Costs for the Official Opening will be allocated from Council's Refreshment and Entertainment allocation.

STRATEGIC IMPLICATIONS: Nil

RECOMMENDATION:

That Council conducts the Official Opening of the Nannup Recreation Centre on Saturday, 28 November 2015.

VOTING REQUIREMENTS: Simple Majority

FINANCE & ADMINISTRATION

AGENDA NUMBER:	12.5
SUBJECT:	Caravan Park Upgrade
LOCATION/ADDRESS:	Brockman Street Caravan Park
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM 36
AUTHOR:	Tracie Bishop – Manager Corporate Services
REPORTING OFFICER:	Tracie Bishop – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT:	15 October 2015
ATTACHMENT:	12.5.1 – Schedule of Development

BACKGROUND:

Council adopted the development plan for the caravan park at its meeting on 23 May 2013. The development plan set out a schedule of works to achieve compliance and to improve the amenities at the park; the schedule is appended at Attachment 12.x.1

COMMENT:

As reported in agenda item 12.8 in the January 2015 Council meeting, The essential upgrades to the park have now been completed and only a few items of a lesser priority remain outstanding.

Within this agenda item it was endorsed that:

9121 GILBERT/STEER

It is recommended that:

- 1. The balance of Royalties for Regions funding be allocated to the construction of additional shower facilities at the Brockman Street Caravan Park;*
- 2. Up to \$3,000 be allocated from the Main Street Reserve to fund the removal of the existing asbestos shed at the Brockman Street Caravan Park.*

CARRIED 7/0

As a result of the above decision, the lessees have now begun to construct the ablution block with the assumption that the Shire of Nannup has committed \$17,000 towards this build. However with the changing of staff at the Shire of

Nannup, the inclusion of this amount was not included within the 2015/16 budget and funding received from Royalties for Regions has now been consumed between the caravan park and recreation centre upgrades. The budgeting error is primarily as a result of changing staff which resulted in an oversight of this inclusion.

Officers are of the opinion that given that a commitment was made previously, the Shire of Nannup will need to honour this commitment previously made by Council and retrospectively add this amount to the 15/16 budget as an amendment.

With the restructure within the Administration staff and the flow on effect of reduction in staffing levels, the shortfall will be recoverable from monies saved within salaries and wages for this current financial year. Therefore the proposal is that this amount be added to the budget as an unauthorised expenditure that will be reviewed within the budgetary review early next year.

As shown in the recommendation above funding for the removal of the asbestos will come from Main Street Reserve. This is noted and will be included within the budget for the Main Street upgrade. No adverse financial implications for the 2015/16 budget should result with this inclusion.

STATUTORY ENVIRONMENT: Local Government Act 1995 Section 6.8 (1)(b)

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS:

The inclusion of \$20,000 in the 2015/16 budget of unauthorised expenditure:

- \$17,000 from anticipated savings due to staff reductions
- \$3,000 from Main Street Reserve.

STRATEGIC IMPLICATIONS: Nil

RECOMMENDATION:

That as per Recommendation **9121** from the January 2015 Council Meeting the amount of \$20,000 be paid to the lessees of the Caravan Park to cover costs associated with the building of the ablution block and removal of the asbestos shed.

This unforeseen budgeted amount will be taken into consideration as part of the budget review in February 2016.

VOTING REQUIREMENTS: Absolute Majority

AGENDA NUMBER:	12.6
SUBJECT:	Budget Monitoring – September 2015
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 8
AUTHOR:	Robin Prime – Corporate Services Officer
REPORTING OFFICER:	Tracie Bishop – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
DATE OF REPORT:	22 October 2015
ATTACHMENTS:	12.6.1 – Financial Statements for the period ending 30 September 2015 12.6.2 – Table Showing Detailed Variances for 2015/16

BACKGROUND:

Local Government (Financial Management) Regulation 34(1) requires that Council report monthly on the financial activity from all the various operating and capital divisions. Council has adopted a variance threshold of 10% or \$5,000, whichever is the greater on which to report. The statutory statements are appended at Attachment 12.5.1

Whilst this has resulted in all variances of 10% being identified and reported, it only focuses attention on the performance to the month in question and not the likely outcome at the end of the year.

Monthly reporting draws on the flexibility allowed in the Financial Management Regulations to draw attention to likely under and overspends at the end of the year.

COMMENT:

There are no significant expected variances identified at the end of this financial year at this point in time. Any identified variances are being monitored and have been reported on within Attachment 2. A full analysis of over and underspends will be included with next month's report.

Attachment 2 provides a detailed breakdown of income and expenditure incurred to 30 September 2015 and the associated annual budgets. The first two columns show the budget and the income or expenditure to date against each account code. The two columns on the right show the budget remaining for the year and the anticipated income or expenditure at the year end.

STATUTORY ENVIRONMENT:

Local Government (Financial Management) Regulation 34(1)(a).

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS: Nil.

STRATEGIC IMPLICATIONS: Nil.

RECOMMENDATION:

It is recommended that the Monthly Financial Statements for the period ending 30 September 2015 be received.

VOTING REQUIREMENTS: Simple Majority

AGENDA NUMBER:	12.7
SUBJECT:	Monthly Accounts for Payment - September 2015
LOCATION/ADDRESS:	Nannup Shire
NAME OF APPLICANT:	N/A
FILE REFERENCE:	FNC 8
AUTHOR:	Tracie Bishop – Manager Corporate Services
REPORTING OFFICER:	Tracie Bishop – Manager Corporate Services
DISCLOSURE OF INTEREST:	None
PREVIOUS MEETING REFERENCE:	None
DATE OF REPORT:	13 October 2015
ATTACHMENTS:	12.7.1: Schedule of Accounts for Payment – September 2015 12.7.2: Credit Card Payments – September 2015

BACKGROUND:

The Accounts for Payment for the Nannup Shire Municipal Account fund and Trust Account fund to 30 September 2015 as detailed hereunder and noted on the attached schedule, are submitted to Council.

COMMENT:

If Councillors have questions about individual payments prior notice of these questions will enable officers to provide properly researched responses at the Council meeting.

There are two corporate credit cards currently in use. A breakdown of this expenditure in the monthly financial report is required to comply with financial regulations. This breakdown is included within the attachments.

Municipal Account

Accounts paid by EFT	7525 - 7601	\$436,037.11
Accounts paid by cheque	19867 –19887	\$7,739.12
Accounts paid by Direct Debit	DB9387-1 to DB9387-7	\$6,683.39
Sub Total Municipal Account		<hr/> \$459,924.60

Trust Account	
Accounts paid by EFT	\$0.00
Accounts Paid by cheque	\$0.00
SubTotal Trust Account	<u>\$0.00</u>
Total Payments	<u>\$459,924.60</u>

STATUTORY ENVIRONMENT: LG (Financial Management) Regulation 13

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS: As indicated in Schedule of Accounts for Payment.

STRATEGIC IMPLICATIONS: Nil.

RECOMMENDATION:

That the List of Accounts for Payment for the Nannup Shire Municipal Account fund totalling \$459,924.60 in the attached schedule be endorsed.

VOTING REQUIREMENTS: Simple Majority



Agenda Attachments

Item	Attach	Title
9.1	1	The Warren Blackwood Strategic Alliance (Inc)
9.2	1	WBAoC Board Meeting
12.3	1	Letter from Louise Murray
	2	Draft Lease Agreement between Shire of Nannup and Bunbury Housing Assoc (Inc) T/A Alliance Housing (WA)
12.5	1	Schedule of Development
12.6	1	Financial Statements for the period ending 30 September 2015
	2	Table Showing Detailed Variances for 2015/16
12.7	1	Schedule of Accounts for Payment – September 2015
	2	Credit Card Payments – September 2015

The Warren Blackwood Strategic Alliance (Inc)

PO Box 604
Manjimup WA 6258
Phone: 0427 712 921
e-mail: wbsa@live.com.au
ABN 84 209 500 433

DRAFT MINUTES OF THE ANNUAL GENERAL MEETING 2014/2015 HELD ON TUESDAY 6th OCTOBER, 2015 AT BRIDGETOWN SHIRE OFFICES

1. MEETING OPENED: 5.00PM

2. PRESENT: Tim Clynych, Andrew Campbell, Louise Kingston, Tony Pratico, Wade DeCampo, Peter Clarke, Dean Bavich, Bob Longmore

3. GUESTS: Billy Wellstead

4. APOLOGIES FOR ABSENCE: Tony Dean, Alan Wilson

5. MINUTES OF PREVIOUS MEETING.

The minutes of the Annual General Meeting held on 7th October, 2014 had been circulated.

Proposed W. DeCampo, Seconded B. Longmore,

That the minutes of the Annual General Meeting held on 7th October 2014, are approved.

Carried

6. ANNUAL CHAIRMAN'S REPORT: Not provided.

7. AUDITED FINANCIAL STATEMENTS.

The audited financial statements of accounts for the year ended 30 June 2015 had been circulated.

Proposed W. DeCampo/D. Bavich

That the audited financial statements of accounts for the year ended 30 June 2015 are received.

Carried.

Andrew Campbell questioned whether the Financial reports were a true and correct record or whether they needed to be adjusted to reflect the BAS adjustment required from the September 2014 quarter. The EO to check with the Auditor and advise Members.

8. BOARD MEMBERSHIP and OFFICE BEARERS.

The Executive Officer took the Chair and declared all Elected and Executive positions open. Verbal nominations were received as follows:

W. DeCampo nominated T. Pratico for Chairperson, B. Longmore seconded. No other nominations were received. T. Pratico accepted and was elected unopposed.

D. Bavich nominated W. DeCampo for Deputy Chairperson, T. Pratico seconded. No other nominations were received. W. DeCampo accepted and was elected unopposed.

P. Clarke nominated T. Dean (in his absence) for Secretary/Treasurer, D. Bavich seconded. No other nominations were received. T. Dean (in his absence) was elected unopposed.

Resignations and Nominated Board members and Office Bearers were tabled as per -:

Name	Status	Composition
Resignations		
Nil		
Appointments		
T. Pratico	Chairman	Alliance Executive
W. DeCampo	Deputy Chairman	Alliance Executive
T. Dean	Secretary/ Treasurer	Alliance Executive
A. Wilson	Member	Delegate – Bridgetown-Greenbushes
D. Bavich	Member	Delegate – Manjimup
B. Longmore	Member	Delegate – Nannup

Proposed W. DeCampo, Seconded T.Pratico

That all positions including Board Members and Office Bearers be appointed as tabled.

Carried.

9. AUDITORS

Proposed W. DeCampo, Seconded B. Longmore

That Hampton Partners Bridgetown is appointed as auditors for the year ending 30 June 2016.

Carried

There being no further business the Chair declared the meeting closed at 5.15pm

WBAOC BOARD MEETING 5.15PM 6TH OCTOBER, 2015 - BRIDGETOWN

Meeting Opened: 5.15pm

1. **Present:** Tim Clynych, Andrew Campbell, Tony Pratico, Louise Kingston, Bob Longmore, Peter Clarke, Dean Bavich, Wade DeCampo
2. **Guests:** Billy Wellstead, SWDC
3. **Apologies:** Tony Dean, Alan Wilson.
4. **Minutes of Previous Meeting** (held in Manjimup on 28th July, 2015)
B. Longmore/W. DeCampo **Passed**

Business Arising:

No response from Jo Burges from WALGA re: Bridgetown NBN. Tim expressed his frustration that no re-negotiation has occurred. Andrew offered to provide a contact.

Alliance submission to the Electoral Boundary review name suggestion was not submitted. Each Council did a submission, with Bridgetown supporting the Electoral Boundary Commission's suggestion to rename the area Malloy.

5. **Correspondence (as circulated) accepted:** W. DeCampo/D. Bavich
6. **EO Reports**

6.1 Wood in Focus:

Members were not convinced there was any value in Staff attending the event as they undertake a significant amount of training from other sources. A suggestion was made that a presentation would be better to the Annual Building Conference, which Staff attended. EO to advise Peter Gunson.

6.2 Tourism Forum

Members that attended the event were pleased with the engagement and information shared. Consultant's brief to be circulated to Members for final approval and EOI to be advertised prior to the finalisation of the Grant application.

Members did not support the EO assisting businesses to develop packages prior to the LTO being formed.

6.3 Environmentally Sensitive Areas (ESA's).

Andrew advised that the Shire has a system that identifies ESA's and is applied to any Shire practices.

The Lake Muir area is also covered by a RAMSAR Wetland classification which further reduces operations on Private Property.

All agreed that the inclusion of ESA's on Private Property should have resulted in at least the owners of the land being notified and that it should be included on the Title.

Wade to organise a meeting with Cliff Winfield, Manjimup Shire Councillor who has significant experience in negotiating outcomes for Private landowners in the Northwest for DPAW.

6.4 Strategic Plan

Members workshopped the SWOT and decided for the EO to meet with the CEO's to finalise. Plan to then be finished in conjunction with Charles at RDA Southwest.

6.5 Invite to Mark McGowan

A discussion was held and it was agreed an invitation should be extended and Mark McGowan be invited to the December meeting. Key issues identified were:

- Forestry
- Water for the Future
- Fracking
- Bushfire mitigation/funding for Prescribed burning/BAL ratings and ESL.
- Royalties for Regions
- Road funding

EO to draft a letter and circulate for comment from Members.

6.6 Ag Infrastructure meeting

A discussion was held on who attended the meeting and the opportunity to be involved in the project. EO to contact Simon Taylor for further information and advise Members.

7. Executive Officers Work Report:

7.1 2015 Review Panel:

Moved: D. Bavich/P. Clarke that Tim and Wade conduct the EO Review prior to the December meeting in Nannup. **Passed**

7.2 New Contract:

Moved: D. Bavich/P. Clarke that the Contract be extended to 1st December, 2015 and that the Contract be renewed following the EO review.

7.3 Work Records: D.Bavich/B. Longmore

Passed

8. Status of Other Key Regional Issues inc:

• **Royalties for Regions**

- **Bridgetown:** Funds expended, acquittal pending finalisation of Pool project.
- **Manjimup:** Town Centre revitalisation Stage one in final stages, acquittal by December
Stage 2 – DRD has accepted Business Case, RDL to review and then project will be either accepted or not accepted for funding.
Andrew thanked SWDC for their assistance.
Ag project is progressing.
Slide in Timber Park is underway.
- **Nannup:** Recreation Centre will be completed by the end of the month.
Mainstreet revitalisation project commences on 7th October with completion expected in 8 weeks.

• **Trails Project:**

Tim has followed up with SWDC regarding unsuccessful Grant application but has not had a response. Billy advised that her understanding was that a response from Amanda Taylor had been provided to Megan. Tim was not aware and the request was made for Amanda to contact Tim. Tim will follow up.

• **Other Key Regional Issues: Nil**

- 9. Finance Report passed:** T. Pratico/D. Bavich **Passed**
Budget to be adjusted to reflect the likely funds for the LTO project and circulated to Members.

10. General Business:

- **Tourism opportunities (Tony P.)**
Following a discussion with Alf Salter from the Truffle & Wine Company regarding poor information that was provided to a Customer on their business, Tony outlined an idea to engage a Mystery Shopper to conduct an assessment on the level of service. It was decided that this will be undertaken by the Consultant and training opportunities will be identified as well.
- **Potato industry:**
Wade advised that Pepsico had undertaken a review and the Canningvale plan has been deemed to be unviable. It employs around 300 people. 13 local growers will be affected who produce around \$6mil worth of product, with 2 of the growers producing solely for the plant and the others about 50/50.
- **Plantation Timber:**
The EO advised that cutbacks were occurring in the sector and more were likely.
The China market is in drought and water is not available for the storage of the chips and the pulp mills. This has led to an oversupply in other markets. WAPRES and Bunbury Fibre manage the supply of the chips.
All of our Paper in Australia is imported from Canada.

Meeting Closed: 6.45pm

Next meeting: 1st December, 2015 in Nannup



Government of Western Australia
Housing Authority

Mr. Peter Clarke
Chief Executive Officer
Shire of Nannup
15 Adams Street
Nannup WA 6275

Dear Peter

DANJANGERUP COTTAGES INCORPORATED

Thank you for speaking to me on the phone last week regarding the joint venture the Housing Authority (Housing) has with Danjangerup Cottages Incorporated (DCI).

I would like to reiterate what we discussed in order for you to put the matter to a Council resolution.

Background

Housing and DCI have two Joint Venture Agreements over 9 units built on the Crown Land Reserve 39740 (the Property). The land is currently leased by the Shire of Nannup (the Shire) and DCI under a long term lease. These units are being managed for DCI by Alliance Housing (Alliance).

DCI would like to dissolve their incorporation under the *Associations Incorporations Act 1987*. To achieve this, they must first terminate their interest in the Joint Venture Agreements. Both Housing and DCI would like Alliance to continue to manage the Property.

Joint Venture Agreements

Housing holds significant equity in the units (87.58% over Stage 1 and 89.7% over Stage 2) that needs to be documented in a new agreement.

It has been recently indicated by Stephanie Camarri and Trish Brockman that DCI would like to assign its share of the equity (12.42% share over Stage 1 and 10.30% share over Stage 2) over to the Shire. This is subject to a formal decision by DCI.

If this is agreed upon, DCI can assign its interest in the Joint Venture Agreements to the Shire. This would mean the Shire would now be party to the Joint Venture Agreements with Housing.



Management

As the Shire will continue to hold the Management Order over the Property, we suggest the Shire grant a long term head lease (21 years or thereabouts) for a peppercorn rent to Housing, imposing basic repair and outgoing liability on Housing.

This could be similar to the draft lease I have attached, but between Housing and the Shire instead of the Shire and Alliance.

This will allow Housing to immediately sublease the land to Alliance. Alliance would then perform all property maintenance responsibilities outlined above as well as adding all the normal tenant allocation and management, financial management and reporting obligations that would normally feature in a lease between Housing and a Community Housing Organisation. This will give Housing scrutiny over the way Alliance operates and would entail obligations on Housing as landlord for as long as the head lease is in place.

Surplus Funds

DCI have indicated that the Maintenance Account that it currently holds will be transferred to Alliance upon completion of all legal requirements for general Maintenance. The General Account (surplus funds) which amounted to \$224,746.29 as at 17 June 2014 will be transferred to the Shire of Nannup in trust account. This trust account will be quarantined for use on the Property, either for the building of future units or the maintenance of the current units.

The Shire has indicated they would be open to requests from Alliance to be granted funds from the trust account for maintenance on the units.

I hope this is an adequate summary of all we have talked about. If you have any further questions or need more information, please do not hesitate to contact me.

Many thanks,

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

Louise

Louise Murray
Senior Contract Development Officer
Housing Authority

15 October 2015

Dated

2013

SHIRE OF NANNUP

and

**BUNBURY HOUSING ASSOCIATION (INC) TRADING AS
ALLIANCE HOUSING (WA)**

LEASE

NANNUP LOT 306 RESERVE NUMBER 39740

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DRAFT

LEASE

This Lease dated

201

PARTIES SHIRE OF NANNUP of 15, Adam Street, Nannup, Western Australia ("the Lessor")

and

The person or persons described in Item 1.1 of Schedule 1 ("the Lessee")

RECITALS

- A. The Lessor has the Lessor's Interest in the Land.
- B. The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease, unless the context requires otherwise:

"Building" means the building or buildings and all other fixed improvements forming part of the Premises and includes any additions or alterations;

"Commencement Date" means the commencement date of the Term specified in Item 1.3 of Schedule 1;

"CPI" means the Consumer Price Index All Groups Index Numbers for Perth provided by the Australian Bureau of Statistics or if the basis upon which it is determined is substantially altered then such basis as the Lessor may reasonably determine to be as near to the Consumer Price Index previously referred to as is reasonably possible;

"CPI Rent Review Date" means each of the dates specified as such in Item 1.6 of Schedule 1;

"GST" means a tax, impost or other duty raised on the supply of goods and services and imposed by the Commonwealth of Australia or a state or territory of the Commonwealth of Australia;

"Guarantor" means the person or persons described in Item 1.8 of Schedule 1;

"Land" means the land described in Item 1.2 of Schedule 1;

"Lessee" if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessees parties means the Lessees and each of them and their and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees shall be a corporation includes the successors and permitted assigns of the Lessee;

"Lessor" if only one Lessor is a party means the Lessor and the executors, administrators and assigns of the Lessor and if there are two or more Lessors parties hereto means the Lessors and each of them and their and each of their executors, administrators and assigns and if the Lessor or any of the Lessors shall be a corporation includes the corporation and its successors and assigns;

"Lessor's Interest" means the Lessor's interest in the Land which interest is described in Item 1.2 of Schedule 1;

"Market Rent Review Date" means each of the dates referred to as such in Item 1.6 of Schedule 1;

"Premises" means the premises described in Item 1.2 of Schedule 1 including all the Lessor's fixtures and appurtenances;

"Rate of Interest" means the general maximum rate of interest charged from time to time by the Lessor on overdue or unpaid rates;

"Rent" means the Rent payable by the Lessee pursuant to this Lease;

"Term" means the term of this Lease as specified in Item 1.3 of Schedule 1 commencing on the Commencement Date and any shorter period in the event of the early determination of the Term.

1.2 Interpretation

In this Lease, unless the context indicates a contrary intention:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) a reference to a day means any day, which is not a Saturday, Sunday or a public holiday;
- (d) reference to a person includes a company, corporation, and unincorporated or incorporated association or statutory authority;
- (e) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to this Lease as amended from time to time in accordance with the terms of this Lease;
- (f) a document will be incorporated into and form part of this Lease if the parties sign the document and it is referred to in this Lease and a reference to such a document is to that document as amended from time to time in accordance with the terms of this Lease;
- (g) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Lease;
- (h) references to any Lease or instrument are to that Lease or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (i) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for such laws, and all orders, local laws,

planning schemes, by-laws, regulations and other statutory instruments issued under those laws;

(j) use of the words "includes" or "including" means without limitation, unless the contrary intention appears;

(k) a reference to any body is:

(i) if that body is replaced by another organisation, deemed to refer to that organisation; and

(ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and

(l) all dollar amounts specified in this Lease are in Australian dollars.

2. LEASE

2.1 Lease

(1) The Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.

(2) Where the Land is Crown land and the approval of the Minister of Lands is required under the provisions of any relevant vesting or management order then the grant of a lease under subclause (1) is subject to that approval.

2.2 Term

The Premises will be held by the Lessee as tenant for the Term commencing on the Commencement Date and expiring on the expiry date specified in Item 1.3 of Schedule 1 the Lessee paying therefore the Rent payable in the manner provided in this Lease.

2.3 Rent

(1) The Lessee shall pay to the Lessor:

(a) for the first year of the Term, the annual rent specified in Item 1.4 of Schedule 1;

(b) for the second and each subsequent year of the Term the annual rent varied pursuant to clauses 2.4 and 2.5.

(2) The Rent shall be payable in the manner set out in Item 1.5 of Schedule 1.

3. LESSEE'S OBLIGATIONS

3.1 Rates and Taxes

(1) The Lessee shall punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local government, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:

- (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
 - (b) arise out of or by reason of the method or kind of business carried on by the Lessee.
- (2) If any rates, assessments, levies or taxes referred to in subclause (1) are not levied or assessed in respect of the Premises, then the Lessee shall pay to the Lessor on demand a proportion of them, being the proportion that the area of the Premises bears to the area of the property the subject of the assessment or levy, as specified by the Lessor.

3.2 Services

The Lessee shall punctually pay for all water, gas, electricity, telephone and other utility services which are either provided to or used on the Premises.

3.3 Maintenance

- (1) The Lessee shall keep and maintain every part of the Premises and all lighting and electrical installations and all drainage, sewerage and septic systems and all other fixtures and fittings in good and substantial repair, order and condition.
- (2) To keep the said homes and all other buildings erections fences and gates upon the Premises in good repair and condition.
- (3) To keep all grounds surrounding the said homes and forming part of the Premises in good order and condition and of attractive appearance and in particular free from dangerously flammable material.

3.4 Cleaning

The Lessee shall keep and maintain the Premises well cleansed and drained in good sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Lessee shall observe, perform, discharge, execute and take such sanitary measures and precautions and subject to clause 3.21, construct such works and make such amendments, alterations and additions to the Premises at any time as shall during the term be required by or under any written law.

3.5 Make good damage

At the Lessee's own expense from time to time the Lessee shall make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or any other property caused by want of care misuse or abuse on the part of the Lessee or the Lessee's employees agents contractors invitees licensees sub-tenants or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee under this Lease.

3.6 Entry by Lessor to view and to repair

- (1) The Lessee shall permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee shall make good the same in accordance

with the notice to the satisfaction of the Lessor.

- (2) The Lessee shall permit the Lessor, the Lessor's agents and contractors at all reasonable times and, in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises.

3.7 Abatement of nuisances

- (1) The Lessee shall not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of the Health Act or any other Act or under any planning scheme, local law or regulation applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee will immediately abate any such nuisance or alleged nuisance.
- (2) The Lessee shall ensure that the Premises are not used in any manner which may be or become a nuisance, disturbance or annoyance to the quiet and comfort of any occupier of any premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee shall immediately abate the nuisance, disturbance or annoyance.

3.8 Pests

The Lessee shall keep the Premises free of ants, termites, rodents, pests and vermin.

3.9 Rubbish

The Lessee shall not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

3.10 Disorderly behaviour

The Lessee shall prevent disorderly behaviour and indecent language at the Premises.

3.11 Compliance with written laws

The Lessee shall comply with, carry out and perform the requirements of the Local Government Act, the Health Act and any other Act, ordinance, town planning scheme, local law, regulation or written law or of any notice, requisition or order under a written law applicable to the Premises or the use or occupation of the Premises.

3.12 Permitted purpose and operation of lessee's affairs

- (1) The Lessee shall use the Premises only for the purpose specified in Item 1.7 of Schedule 1 or for any other purpose first approved in writing by the Lessor.
- (2) The Lessee shall at all times conduct its affairs for the purpose specified in Item 1.7 of Schedule 1 in a first class businesslike and reputable manner and with due diligence and efficiency.

3.13 Insurances

The Lessee shall, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor the following insurances in relation to the Premises:

Public risk

- (a) A policy covering public risk which will:
- (i) be in the name of the Lessee, the Lessor, the Lessor's agent, managers, employees, representatives and contractors and provide for a minimum cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or such higher amount as the Lessor specifies; and
 - (ii) extend to cover any liability for the death of, illness of, or injury to, any person or loss, destruction or damage to any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative operating a business on or from the Premises, or sustains the injury or damage as a result of consuming food or drink supplied on or from the Premises or as a result of goods sold on or from the Premises; and
 - (iii) require the insurance company and the Lessee to give the Lessor at least 30 days written notice before either cancellation of the policy or a reduction in its level or extent of cover; and
 - (iv) contain a clause which provides that any claims made by any of the insured parties against any other will be treated as though the claimant were not an insured party and in such instances provided that the insurance company waives its right of subrogation; and
 - (v) provide cover which is primary and not contributory with any policies effected by the Lessor or the Lessor's managers, agents, employees, representatives or contractors.

Buildings

- (b) A policy covering the Lessee's buildings and other improvements forming part of the Premises to the full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

Fittings and chattels

- (c) A policy covering the Lessee's fittings, fixtures and chattels contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

3.14 Evidence of insurance cover

- (1) Before taking possession of the Premises, the Lessee shall deliver the insurance policies required under this Lease to the Lessor.
- (2) The Lessee shall give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

3.15 Not to void insurances

The Lessee shall not at any time do or allow anything which may either render the insurances on the Premises or any part of it void or voidable.

3.16 Compliance with insurance regulations

- (1) The Lessee shall comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.
- (2) The Lessee shall pay to the Lessor the cost of any alterations to any sprinkler or fire alarm installation which may become necessary by reason of the non-compliance by the Lessee with the regulations of the Insurance Council of Australia or the requirements of the Lessor's insurer or both of them.
- (3) The Lessee shall pay to the Lessor on demand the Lessor's costs of carrying out:
 - (a) any testing and servicing of fire equipment and systems and of electrical equipment which may be required by law or recommended by any relevant authority; and
 - (b) any alteration to any fire equipment and systems which may become necessary by reason of non-compliance by the Lessee with the requirements of any insurer, relevant authority or local government.

3.17 Indemnity

The Lessee shall indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

3.18 Alterations and improvements

The Lessee shall not, without the prior written consent of the Lessor, make or permit to be made any alteration in or additions to the Premises or remove from the Premises any improvement and the Lessee shall not cut maim or injure or suffer to be cut maimed or injured any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.

3.19 Notice of defects

The Lessee shall give to the Lessor immediate notice in writing of any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures or any plant fittings or equipment in the Premises.

3.20 Sale of alcohol

The Lessee shall not sell or permit the sale of any alcohol or alcoholic beverage on the Premises except with the prior consent of the Lessor and in accordance with a licence under the Liquor Licensing Act 1988.

3.21 Assignment or subletting

- (1) The Lessee shall not assign, sublet or part with the possession of the Premises and the Lease without the prior written consent of the Lessor.
- (2) Sections 80 and 82 of the Property Law Act 1969 are hereby expressly excluded.
- (3) Where the Land is Crown land, the prior written consent of the Minister for Lands is required under subclause (1) in addition to the consent of the Lessor.
- (4) The Lessee shall not mortgage, encumber or charge the Premises or the Lease
- (5) The Lessee shall not to allow any person to enter into possession of any of the units constructed upon the Premises unless and until such persons shall have entered into a tenancy agreement.

3.22 Signs

The Lessee shall not, without the prior written consent of the Lessor, affix or exhibit or permit to be affixed to or exhibited upon any part of the exterior of the Premises or in any place visible from outside the Premises any placard, sign, notice, poster, hoarding or advertisement.

3.23 Legal costs

- (1) The Lessee shall pay to the Lessor on demand the costs (of a full indemnity basis) of and incidental to the negotiations and instructions for and the preparation, completion and stamping of this Lease (including stamp duty) and all copies of this Lease.
- (2) The Lessee shall pay to the Lessor on demand all costs, charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice under section 81 or any other section of the Property Law Act 1969 requiring the Lessee to remedy a breach of a provision of this Lease.

3.24 Lessee to make good

- (1) At the expiration or sooner determination of this Lease:
 - (a) the Lessee shall yield up the Premises to the Lessor in the condition required by this Lease; and
 - (b) the Lessee shall remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee except for any structural improvements and any fixtures, fittings and chattels provided for the use of the Lessee and which the Lessor determines should remain in the Premises. The Lessee shall not do or allow any damage to the Premises in such removal. If however any damage occurs the Lessee will immediately make it good; and
 - (c) the Lessee shall remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.

- (2) If the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:
- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
 - (b) treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor may then deal with them in such manner as the Lessor determines. If the Lessor sells them it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it see fit.

3.25 No registration or caveat

- (1) Neither the Lessee nor any agent or other person on behalf of the Lessee shall without the prior consent in writing of the Lessor register this Lease nor lodge any absolute caveat in respect of the Premises to protect the interests of the Lessee under this Lease.
- (2) In the event of this Lease or any such caveat being registered or lodged the Lessee, in consideration of the Lessor having granted this Lease to the Lessee, hereby irrevocably appoints the Lessor and each and every one of the officers or agents of the Lessor jointly and severally for the Term and for a period of 6 months after the Term the agent and attorney of the Lessee to surrender or withdraw any such lease or caveat the cost of which shall be borne and paid by the Lessee.

3.26 Interest on arrears

The Lessee shall pay to the Lessor on demand interest at the Rate of Interest plus 2% on all moneys owing by the Lessee but unpaid in breach of the provisions of this Lease for more than 14 days from and including the due date for payment such interest to be calculated on a daily basis on the total of the moneys owing from time to time and computed from and including the due date for payment until the date of actual payment.

3.27 GST

Each payment made by the Lessee under this Lease must be made with an additional payment in respect of any GST or similar tax applying to that payment.

3.28 Lessee's office holders

Where the Lessee is an incorporated association or a body corporate, the Lessee shall deliver to the Lessor, as often as is required, a current list of the names and addresses of the office holders of the Lessee.

3.29 Vandalism

The Lessee shall immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is, or is likely to involve, a breach of the peace or become the subject of a report to the police.

3.30 Storage of dangerous materials

The Lessee shall not store or keep on the Premises any inflammable liquids, acetylene gas, dangerous chemicals or volatile or explosive oils, compounds or substances.

3.31 Special conditions

The Lessee shall observe and perform the special conditions set out in Schedule 2.

4. QUIET POSSESSION

If the Lessee pays the rent and performs its covenants contained in this Lease it will peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under it, subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

5. MUTUAL AGREEMENTS

5.1 Default

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) the Lessee defaults in the payment of any moneys owing to the Lessor other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee;
- (e) the Lessee is a corporation and an order is made or a resolution is passed for the winding-up of the Lessee except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent will not unreasonably be withheld;
- (f) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (g) the Lessee is a corporation and is placed under official management or an administrator is appointed under or pursuant to the provisions of the relevant Corporations Law or enters into a composition or scheme of arrangement;
- (h) the interest of the Lessee under this Lease is taken in execution;
- (i) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- (j) the Lessee abandons or vacates the Premises; or
- (k) the Lessee being an incorporated association:
 - (i) is wound up or resolves to be dissolved or wound up voluntarily;

- (ii) without the prior written consent of the Lessor, changes its name, objects or constitution;
- (iii) is convicted of an offence under the Associations Incorporations Act 1987,

then the Lessor may in addition to its other powers either:

- (i) re enter on the Premises or any part of them with force if necessary and eject the Lessee and all other persons from and repossess the Premises; or
- (ii) by notice in writing to the Lessee determine this Lease,

or both.

5.2 Lessor's powers

If the Lessor exercises its powers under clause 5.1, this Lease will terminate but the Lessee will not be released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance will not be affected. On such determination if the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:

- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
- (b) if the Lessee does not remove or recover them within a month after termination of the Lease, treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor and the Lessor may then deal with them in such a manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale, but may apply the proceeds of sale as it sees fit.

5.3 Destruction of the Premises

- (1) Where the Premises or any buildings forming part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to make them unfit for the occupation and use of the Lessee, then the Rent or a proportionate part of the Rent, according to the nature and extent of the damage sustained will abate and all remedies for recovery of the Rent, or such proportionate part of the Rent will be suspended until the Premises are rebuilt or made fit for the occupation and use of the Lessee.
- (2) If the Lessor does not rebuild the Premises or any buildings forming part of the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then either party may terminate this Lease by one month's notice in writing to the other without right or claim for damage by reason of such termination of the Lease but without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of this Lease.
- (3) Nothing in this Lease will impose on the Lessor any obligation to rebuild the Premises or any buildings forming part of the Premises or to make the Premises or any buildings forming part of the Premises fit for the use and occupation of the Lessee.

5.4 Entry by Lessor

If the Lessee fails to duly and punctually observe or perform any provision of this Lease the Lessor shall be entitled to carry out the observance or performance of the provision and for that purpose the Lessor or the Lessor's architects, servants agent or workmen may if necessary enter the Premises and the cost and expense incurred in the observance or performance together with interest thereon at a rate of 2% per annum greater than the Rate of Interest shall be a debt due by the Lessee to the Lessor and shall be payable on demand and may be recovered by the Lessor in the same manner as if such debt were for rent due under this Lease in arrears by action in law and such cost expense and interest shall be a charge on the term.

5.5 Works by Lessor

- (1) The Lessor may by itself or its agents at all reasonable times enter the Premises or any part of the Premises for any one or more of the following purposes:
 - (a) complying with the terms of any legislation affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;
 - (b) carrying out any repairs, alterations or works of a structural nature;
 - (c) installing any services such as gas pipes, water pipes, drainage pipes, cables or electrical wiring;
 - (d) making any repairs which the Lessor may think necessary to the Premises;
 - (e) making any improvements or alterations to the adjoining Premises which the Lessor may consider necessary;
 - (f) exercising the powers and authorities of the Lessor under this Lease.
- (2) In carrying out the works referred to in this clause the Lessor will not cause unnecessary interference with the use of the Premises by the Lessee.

5.6 Holding over

If the Lessee shall hold over the Premises upon the expiry of the Term then a tenancy from year to year shall not be presumed but the tenancy shall in that event be and continue to be a tenancy from week to week at the rental then payable but otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and shall be determinable at the expiration of one week's notice by either party to the other at any time.

5.7 No waiver

- (1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease will operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease nor shall it operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.

- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease will not constitute a waiver by the Lessor of any breach of any provision in this Lease and will not create any new tenancy between the parties.
- (3) No custom or practice which has grown up between the parties in the course of administering this Lease will be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

5.8 No warranty

- (1) This document embodies the whole transaction of leasing made by this Lease and all warranties, conditions and representations collateral or otherwise concerning the leasing whether written, oral, express or implied and whether consistent with this document or not are cancelled.
- (2) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee.
- (3) The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor except as stated in this clause and after satisfying itself as to the suitability of the Premises for the purpose of which the Premises are leased.

5.9 Lessor's right to install services

The Lessor reserves to itself and to its employees agents and contractors the right to enter upon the Premises at all reasonable times with all necessary materials and appliances to erect make excavate lay or install in on over or under the Premises any posts drains pipes conduits cables wires or other things requisite for any existing or future service to the Premises together with the like right to enter upon the Premises for the purpose of inspecting removing maintaining altering or adding to any such things relating to an existing service to the Premises and in each such case the Lessor shall cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.10 Execution of works by Lessor

If the Lessor desires or is required to,

- (a) execute any works which by law the Lessor is bound and has been required to execute on the Premises or the Building; or
- (b) build any further storeys upon the Building; or
- (c) alter repair add to or re-build any part of the Premises or the Building; or
- (d) construct erect lay down alter repair cleanse or maintain any drain ventilator shaft water pipe electric wires or gas pipes in connection with or for the accommodation of the Building or any adjoining property; or
- (e) underpin; or
- (f) reinstate or re-build in case of fire,

then and in any such case the Lessor may with or without employees agents workmen and contractors and appliances enter upon the Premises and carry out such works doing as little damage to the Premises as is reasonably possible and restoring them without unreasonable delay but without making compensation for any damage or inconvenience

to the Lessee provided that in each case the Lessor shall cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.11 Notices

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if mailed by prepaid letter addressed to the Lessee at the address set in this Lease or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if mailed by prepaid letter addressed to the Lessor at its office.
- (3) A notice or demand posted mailed is to be taken to be duly served at the expiration of 48 hours after the time of posting mailing and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

5.12 Approvals and consents

Except as expressly stated to the contrary in this Lease, the Lessor may, whenever its approval or consent is required under this Lease, give it conditionally or unconditionally or withhold it.

6. ESSENTIAL TERMS

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.12, 3.13 and 3.21 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses will entitle the Lessor to all rights and remedies available to it in respect of breach or failure to comply with an essential term.

7. GUARANTEE

- (1) This Lease is granted to the Lessee at the request of the Guarantor and for such consideration the Guarantor hereby covenants and agrees with the Lessor as follows:
 - (a) the Guarantor hereby guarantees to the Lessor the due observance and performance by the Lessee of each and all of the covenants contained in this Lease;
 - (b) the Guarantor hereby indemnifies the Lessor and covenants and agrees at all times hereafter to keep the Lessor indemnified from and against all damages and all costs, losses and expenses which the Lessor may suffer or incur as a result either directly or indirectly of any breach or non-observance by the Lessee of any covenant or provision in this Lease expressed or implied and on the part of the Lessee to be observed and performed and the Guarantor agrees that this indemnity shall continue and the Guarantor shall remain liable to the Lessor under this indemnity notwithstanding that as a consequence of such breach or non-observance the Lessor has exercised any of its rights hereunder and notwithstanding that the Lessee (being a corporation) may be wound up or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part.
- (2) The Guarantor shall be responsible for the payment to the Lessor on demand of all costs, charges and expenses which the Lessor may be entitled to recover by reason of any default of the Lessee.

- (3) The liability of the Guarantor shall not be released, prejudiced or abrogated by the granting of time or other indulgence or concession to the Lessee or by any variation of the provisions of this Lease or by any release, abandonment, waiver or modification of any rights or obligations as between the Lessor and the Lessee or by any act or omission of the Lessor whereby but for this provision the Guarantor would or may have been so released it being intended that the obligation and liability of the Guarantor shall be a continuing liability absolute and unconditional in all circumstances.
- (4) If for any reason and whether by statute or otherwise any payment made by the Guarantor to the Lessor under the provisions of this Lease is avoided then irrespective of whether such avoidance operates from the date of such payment or from any later date the liability of the Guarantor shall remain as if no such payment had been made.
- (5) The guarantee and indemnity hereby given are to continue and are to remain in full force and effect until the due performance, observance and fulfillment by the Lessee of all the covenants and provisions in the Lease expressed or implied and on the part of the Lessee to be observed and performed.
- (6) Where 2 or more parties are named as Guarantor those parties are bound jointly and severally.

8. GST

- (1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply shall provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.

- (2) In sub-clause (1):

"Consideration" means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause;

"GST" means any form of goods and services tax or similar value added tax;

"GST Amount" means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;

"GST Exempt Component" means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;

"GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable rulings issued by the Commissioner of Taxation;

"Rate" means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease;

"supply" includes supply as defined under GST Legislation.

SCHEDULE 1

- Item 1.1 Lessee's Name and Address:** Bunbury Housing Association (Inc)
trading as
Alliance Housing (WA)
30 Forest Avenue
Bunbury
WA 6230
- Item 1.2 Land:** Nannup Lot 306
Reserve Number: 39740
Lot Number: 306
- Premises:** Nannup Lot 306
- Lessor's Interest:** Reserve vested in Trust for the purpose
of "Aged Persons Homes"
- Item 1.3 Term:** 21 years
- Commencement Date:**
- Expiry Date:**
- Item 1.4 Annual rent payable on the Commencement Date:** One Peppercorn
- Item 1.5 Manner of payment of rent:** Annually in advance if demanded
- Item 1.6 CPI Rent Review Dates:**
- Market Rent Review Dates:**
- Item 1.7 Permitted Purpose:** The provision and maintenance of
homes for frail aged persons and where
circumstances permit disabled or aged
persons.
- Item 1.8 Guarantor's Names and Addresses:**

**SCHEDULE 2
SPECIAL CONDITIONS**

2.1 Permitted Use

- (1) The Lessee shall not use the Premises for any purpose whatsoever other than that of maintaining thereon homes for frail aged persons or where circumstances permit disabled or aged persons or such other facilities for the aforesaid persons as approved by the Lessor in writing the management of which homes and other facilities shall remain vested in the Lessee.
- (2) The Lessee shall keep open homes for the use of frail or aged persons or where circumstances permit disabled persons on such terms as the Lessee may from time to time determine it not being the intention of these presents that the actual management or control of such homes will in any way vest in the Lessor provided always however that such homes for the frail or aged persons or where the circumstances permit disabled persons shall not be operated for the purpose of making a profit other than as may be necessary for the effective and efficient running of such homes.
- (3) The Lessee shall at all times during the term hereby created comply at all times with all of the terms and conditions and obligations imposed upon the Lessee in the Joint Venture Agreement made the xxxxxx day of xxxxxx 2013 between xxxxxx and the Lessee a copy whereof is Appendixed hereto ad forms Schedule 3.

EXECUTED by the parties

THE COMMON SEAL of SHIRE OF NANNUP was)
hereunto affixed pursuant to a resolution of the Council)
in the presence of:)

Shire President

Robert Jennings - Chief Executive Officer

THE COMMON SEAL of xxxxx was hereunto)
affixed by authority of the President/Chairperson in the)
presence of:)
)

Signature of authorised person

Signature of authorised person

Office held

Office held

Name of authorised person
(block letters)

Name of authorised person
(block letters)

SIGNED by)
in the presence of:)
)

Witness:

Address:

Occupation:

7. Suggested Development for Nannup Caravan Parks

The attached table is a list of suggested improvements considering the set restrictions;

- Budget of \$200,000
- Compliance issues.
- Achieving profitability in the shortest period of time
- Practicality
- Future development

All costs are GST exclusive although the actual value could vary by +/- 10% on the quotes as works are tendered and completed.

Some items are essential for future development as well as linked with other items.

Other items despite being optional have been suggested based on profitability and practicality.

This plan and budget will not fix all compliance issues and will take time to take effect. They are the best use of the funds available but over the next ten years it is suggested that more funding be sought.

Council has three options with the development:

1. Low Development – Minimal Improvements

The caravan park will continue as is with only maintenance and management. Minimal growth, non compliance and gradual loss of money. Very low initial expenditure. Will require expenditure in the future.

2. Medium Development – Compliance and Profitability

Using the allocated \$200,000 in the most practical way to begin compliance upgrades while focusing on increased turnover and capacity. Medium growth, working towards full compliance, increased income, budgeted expenditure.

3. High Development – Compliance Improvements

Bring the parks up to a compliant level with development and large capital expenditure (well in excess of the current budgeted \$200,000). Medium Growth, compliant, increased income. Very high expenditure (\$400,000 plus).

The following table is for option 2.

Brockman Street Park						
Development Task	Cost	Reason	Completion Date	Essential	Profitable Outcome	Occupancy Increase
1. Power Supply Upgrade	\$ 100,000.00	To Increase powered sites (refer plan A) and allow new ablution block to be added at a later date	1/11/2013	Yes	Future Income from more capacity and more powered sites	Increase Power sites
2.1 Water to Tentland	\$ 8,000.00	Required for Fire Control and water access for sites. Secondary uses; reticulation and washing areas	1/08/2013	Yes Compliance	More Attractive park	Increase Sites Usage
2.2 Fire Hoses In Tentland	\$ 5,000.00	Fire Control	1/08/2013	Yes Compliance	No	N/A
2.3 Sprinklers, Taps In Tentland	\$ 3,000.00	A basic facility to make Tentland (refer plan B) more attractive and usable	1/11/2013	Yes Compliance	More Attractive park	Increase Sites Usage
2.4 Sewerage line to Tentland	\$ 2,000.00	Installed with Power and Water. Needed due to laws on waste water going into river	1/08/2013	Yes Compliance	No	N/A
Sub Total 2.1, 2.2, 2.3, 2.4	\$ 18,000.00	Needs to be done before any other work can be done				
3. Power Cable to Tentland	\$ 5,000.00	To Increase powered sites and allow new ablution block to be added at a later date	1/11/2013	Yes Compliance Refer plan	Future Income from more capacity and more powered sites	Increase Power sites
4. Dump Point	\$ 5,000.00	Allow local dumping of waste. Customers leave to do this and don't return. Will increase length of stay	1/07/2013	No	Yes, Charge applies for non guests	Increase length of stay
5. BBQs and Sinks In Tentland	\$ 2,000.00	A basic facility to make Tentland more attractive and usable	1/07/2013	No	More Attractive park	Increase Sites Usage
6. New Dryer	\$ 2,000.00	Current Dryer Broken	31/05/2013	Yes Compliance	Yes, Coin operated	N/A
7. Boom Gate	\$ 5,500.00	Security measure to prevent unauthorised entry	1/07/2013	Yes	No	N/A
8. Multi Purpose Shed	\$ 40,000.00	Large Multi purpose shed as undercover area for guest use only. Basic Fitout. 16m x 12m	1/07/2013	No	More Attractive park, Particularly for large groups and in winter	Increase length of stay
Contingency	\$ 8,875.00					
Sub Total Brockman	\$ 186,375.00					

Riverbend Park Park						
Development Task	Cost	Reason	Completion Date	Essential	Profitable Outcome	Occupancy Increase
1. Update Laundry to Kitchen	\$ 5,000.00	Laundry available at brockman. Kitchen needed at park	1/07/2013	No	More Attractive park	Increase Sites Usage
2. BBQs and Sinks on Lower	\$ 1,000.00	A basic Facility to make Riverbend more attractive and usable	1/08/2013	No	More Attractive park	Increase Sites Usage
3. Fire Hose on Each Level	\$ 2,000.00	Fire Control	1/08/2013	Yes	No	N/A
4. Bring Ablutions up to Standard	\$ 3,000.00	Minimal expenditure to make ablutions to standard	1/08/2013	No	More Attractive park	Increase Sites Usage
5. Expand/replace Gazebo	\$ 5,000.00	Large undercover area for guest use only. Roof, no walls	1/09/2013	No	More Attractive park	Increase Sites Usage
6. Remove Old Ablutions	\$ 1,500.00	Unsafe structure must be removed. OH&S Issue	1/09/2013	Yes	More Attractive park	Extra two powered sites available
7. Gate	\$ 514.00	Security measure to prevent unauthorised entry	1/07/2013	Yes	No	N/A
Contingency	\$ 900.70					
Sub Total Riverbend	\$ 18,914.70					
Total	\$ 205,289.70					

SHIRE OF NANNUP

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 SEPTEMBER 2015 TO 30 SEPTEMBER 2015

	2015/16 Y-T-D Actual \$	2015/16 Y-T-D Budget \$	2015/16 Budget \$	Variances Y-T-D Budget to Actual	
				%	\$
Operating					
Revenues/Sources					
Governance	40	125	500	68%	85
General Purpose Funding	186,630	199,569	798,274	6%	12,939
Law, Order, Public Safety	77,929	46,737	186,947	(67%)	(31,192)
Health	6,155	683	2,730	(802%)	(5,472)
Education and Welfare	954	13,458	53,830	93%	12,503
Housing	3,727	8,839	35,356	58%	5,112
Community Amenities	142,671	37,713	150,851	(278%)	(104,958)
Recreation and Culture	178,815	227,167	908,669	21%	48,352
Transport	356,255	300,750	1,203,000	(18%)	(55,505)
Economic Services	63,571	44,000	176,000	(44%)	(19,571)
Other Property and Services	1,220	7,500	30,000	84%	6,280
	<u>1,017,967</u>	<u>886,539</u>	<u>3,546,157</u>	<u>15%</u>	<u>(131,427)</u>
(Expenses)/(Applications)					
Governance	(208,551)	(67,586)	(270,344)	209%	140,965
General Purpose Funding	(36,729)	(41,838)	(167,350)	(12%)	(5,109)
Law, Order, Public Safety	(112,535)	(114,220)	(456,879)	(1%)	(1,684)
Health	(14,788)	(17,240)	(68,959)	(14%)	(2,452)
Education and Welfare	(59,213)	(53,967)	(215,868)	10%	5,246
Housing	(6,611)	(13,246)	(52,983)	(50%)	(6,635)
Community Amenities	(72,758)	(124,363)	(497,451)	(41%)	(51,604)
Recreation & Culture	(89,339)	(139,095)	(556,381)	(36%)	(49,757)
Transport	(281,709)	(607,553)	(2,430,213)	(54%)	(325,844)
Economic Services	(23,967)	(37,379)	(149,516)	(36%)	(13,412)
Other Property and Services	(27,230)	(43,406)	(173,626)	(37%)	(16,176)
	<u>(933,432)</u>	<u>(1,259,892)</u>	<u>(5,039,569)</u>	<u>(26%)</u>	<u>(326,460)</u>
Adjustments for Non-Cash (Revenue) and Expenditure					
(Profit)/Loss on Asset Disposals	0	(9,875)	(39,500)	(100%)	(9,875)
Depreciation on Assets	12	512,463	2,049,850	(100%)	512,451
Capital Revenue and (Expenditure)					
Purchase Land and Buildings	(641,290)	(271,721)	(1,086,884)	136%	369,569
Purchase Infrastructure Assets	(207,639)	(626,890)	(2,507,561)	(67%)	(419,251)
Purchase Plant and Equipment - Roads	0	0	0		
Purchase Plant and Equipment - Parks	(47,959)	(140,065)	(560,259)	(66%)	(92,106)
Purchase Furniture and Equipment	(2,135)	0	0	0%	2,135
Proceeds from Disposal of Assets	0	45,750	183,000	(100%)	45,750
Repayment of Debentures	(3,559)	(19,233)	(76,933)	(81%)	(15,675)
Proceeds from New Debentures	0	0	0	0%	0
Leave Provisions	0	49,229	196,915	(100%)	49,229
Accruals	(26,235)	1,822	7,287	(1540%)	28,056
Self Supporting Loan Principal Income	3,559	3,640	14,560	(2%)	81
Transfers (to)/from Reserves			448,425	0%	0
ADD Net Current Assets July 1 B/Fwd	1,058,553	0	0		(1,058,553)
LESS Net Current Assets Year to Date	1,582,810	536,735	0		(1,046,076)
Amount Raised from Rates	<u>(1,364,969)</u>	<u>(1,364,969)</u>	<u>(2,864,513)</u>		<u>0</u>

SHIRE OF NANNUP

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2015 TO 31 JULY 2015

	2015/16 Actual \$	Brought Forward 01-July-2015 \$
NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	1,167,871	1,184,049
Cash - Restricted	188,057	171,879
Cash - Reserves	2,479,363	2,479,363
Receivables	846,892	846,892
Inventories	6,240	6,240
	<u>4,688,423</u>	<u>4,688,423</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	<u>(568,842)</u>	<u>(579,879)</u>
	4,119,581	4,108,544
Less: Cash - Reserves - Restricted	(2,667,420)	(2,651,242)
NET CURRENT ASSET POSITION	<u><u>1,452,161</u></u>	<u><u>1,457,302</u></u>

OPERATING EXPENSES TO 30 SEPTEMBER 2015			
Governance Expenditure			
Budget \$	Actual \$	Explanation	(Under Expended)/Over Expended
			Current \$ Year End \$
2,500	1,665	Election Expenses	(835) 2,500
4,000	0	Revaluations	(4,000) 4,000
15,205	2,512	Refreshments	(12,693) 15,205
27,700	6,500	Donations/contributions	(21,200) 27,700
36,200	14,011	Councillor allowances	(22,189) 36,200
25,547	12,467	Subscriptions	(13,080) 25,547
4,100	1,841	Conference Expenses	(2,259) 4,100
16,662	(49,220)	Insurance	(65,882) 16,662
0	0	CEO performance review	0 0
6,450	1,897	Bank Charges	(4,553) 6,450
11,330	690	Audit Fees	(10,640) 11,330
1,000	0	Legal Expenses	(1,000) 1,000
1,000	20	Gratuities	(980) 1,000
0	0	Blackwood Valley Trails	0 0
843	0	Depreciation Council furniture	(843) 843
152,537	(7,617)		(160,154) 152,537
General Administration			
Budget \$	Actual \$	Explanation	Current \$ Year End \$
36,331	0	Annual Leave expense	(36,331) 36,331
414,224	119,324	Admin Salaries	(294,900) 394,224
43,696	12,772	Superannuation	(30,924) 43,696
18,032	17,853	Insurance	(179) 18,032
2,000	1,295	Minor furniture & equip	(705) 2,000
66,355	8,366	Building & Gardens maintenance	(57,989) 66,355
41,897	6,800	Computer maintenance	(35,097) 41,897
16,095	6,236	Printing & Stationery	(9,859) 16,095
14,125	2,800	Telephone Expenses	(11,325) 14,125
3,150	1,283	Office Equipment Maintenance	(1,867) 3,150
4,400	870	Postage	(3,530) 4,400
6,000	2,746	Accommodation & Travel	(3,254) 6,000
4,825	6,831	Advertising	2,006 4,825
9,000	1,314	Staff training expenses	(7,686) 9,000
300	0	Sundry expenses	(300) 300

Budget	Actual		Explanation	Current	Year End	
(6,351)	0		No year end variance anticipated	6,351	(6,351)	0
19,750	3,092		Long Service Leave	(16,658)	19,750	0
3,000	0		Fringe Benefits Tax	(3,000)	3,000	0
843	0		Recruitment Expenses	(843)	843	0
29,529	0		Depreciation - Furniture	(29,529)	29,529	0
			Depreciation - Plant & Equipment			
727,201	191,584			(535,617)	707,201	(20,000)

Budget	Actual	Explanation	Current	Year End	
General Purpose Revenue					
\$	\$		\$	\$	
5,000	(7,383)	Rates Legal expenses			
32,350	1,071	Rating Valuation Expenses	(12,383)	5,000	0
100	0	Write offs - rates	(31,279)	32,350	0
18,156	7,755	DOT Licensing Expenses	(100)	100	0
			(10,401)	18,156	0
55,606	1,443				
			(54,163)	55,606	0
Law & Public Order					
\$	\$		\$	\$	
10,000	750	Firebreak Inspections			
29,928	0	DFES - Assistance to Bush Fire Brigades	(9,250)	10,000	0
11,398	3,321	CESO - Vehicle	(29,928)	29,928	0
29,529	27,779	DFES - Insurance	(8,077)	11,398	0
12,211	463	Maintenance of Strategic Firebreaks	(1,750)	29,529	0
500	571	DFES - minor equipment	(11,748)	12,211	0
33,346	7,496	Firebreak Inspections	71	500	0
3,276	716	Superannuation	(25,850)	33,346	0
2,722	0	Annual leave expense	(2,560)	3,276	0
80,447	22,424	CESO - Salary & insurance costs	(2,722)	2,722	0
7,569	1,926	CESO - Superannuation	(58,023)	80,447	0
6,291	0	CESO - Annual Leave	(5,643)	7,569	0
0	0	CESO - Long Service Leave	(6,291)	6,291	0
500	0	CESO - Uniforms	0	0	0
1,200	0	CESO - Training	(500)	500	0
1,500	101	DFES - Maint of equipment	(1,200)	1,200	0
7,644	2,846	Animal Control - Salaries	(1,400)	1,500	0
6,500	5,175	Animal Control	(4,798)	7,644	0
812	413	Animal Control - Superannuation	(1,325)	6,500	0
675	0	Animal Control - Annual leave expense	(399)	812	0
244	0	Animal Control - Long Service Leave	(675)	675	0
16,394	863	DFES - Vehicle maint	(244)	244	0
1,500	1,247	DFES - Maint of land & buildings	(15,531)	16,394	0
500	849	DFES - Clothing & accessories	(253)	1,500	0
1,800	1,128	DFES - Utilities	349	500	0
5,000	1,246	DFES - Other goods & services	(672)	1,800	0
2,800	742	SES - Utilities	(3,754)	5,000	0
1,064	910	SES - Insurance	(2,058)	2,800	0
0	424	SES - Minor plant	(154)	1,064	0
0	107	SES - Maint of plant & equipment			
		SES budget to be reallocated - no overall variance expected	424	424	424
		SES budget to be reallocated - no overall variance expected	107	107	107

Budget	Actual		Explanation	Current	Year End	
1,000	0	Emergency response	No year end variance anticipated	(1,000)	1,000	0
0	0	SES - Maintenance of vehicles	No year end variance anticipated	0	0	0
0	480	SES - Maint of land & buildings	SES budget to be reallocated - no overall variance expected	480	480	480
0	0	SES - Clothing & accessories	No year end variance anticipated	0	0	0
5,236	268	SES - Other goods & services	SES budget to be reallocated - no overall variance expected	(4,968)	5,236	0
116,658	0	Depreciation	No year end variance anticipated	(116,658)	116,658	0
398,244	82,245			(315,999)	399,254	1,010

Budget	Actual	Explanation	Current	Year End	
Health					
\$	\$		\$	\$	
100	104	Insurance	4	100	0
1,669	0	Health - annual leave	(1,669)	1,669	0
49,658	10,901	Health Inspections	(38,757)	49,658	0
604	0	Long Service Leave	(604)	604	0
2,008	317	Superannuation	(1,691)	2,008	0
2,050	450	Admin Expenses	(1,600)	2,050	0
56,089	11,772		(44,317)	56,089	0
Education & Welfare					
\$	\$		\$	\$	
7,274	3,119	Pre School maintenance	(4,155)	7,274	0
1,100	0	Family Fun day	(1,100)	1,100	0
10,000	0	Community Events support	(10,000)	10,000	0
5,000	2,702	School holiday program	(2,298)	5,000	0
5,000	0	Cultural Plan	(5,000)	5,000	0
2,100	0	Seniors activities	(2,100)	2,100	0
95,170	20,145	Community Development	(75,025)	95,170	0
6,318	2,533	CDO - Superannuation	(3,785)	6,318	0
4,287	0	Promotions	(4,287)	4,287	0
0	0	CDO - Long Service Leave	0	0	0
5,500	0	Training	(5,500)	5,500	0
15,587	0	Depreciation	(15,587)	15,587	0
157,336	28,499		(128,837)	157,336	0
Housing					
\$	\$		\$	\$	
23,070	3,710	Building Maintenance	(19,360)	23,070	0
17,500	0	Depreciation	(17,500)	17,500	0
40,570	3,710		(36,860)	40,570	0
Community Amenities					
\$	\$		\$	\$	
34	0	SSL Accrued Interest	(34)	34	0
14,560	3,559	SSL Principal	(11,001)	14,560	0
40,000	6,586	Collection - domestic waste	(33,414)	40,000	0
40,000	4,872	Collection - recycling	(35,128)	40,000	0

Budget	Actual	Explanation	Current	Year End	
117,119	19,441	Waste Management Facility	(97,678)	117,119	0
14,763	2,135	Street Bin Pick up	(12,628)	14,763	0
122,781	11,857	Town Planning Services	(110,925)	102,781	(20,000)
9,926	1,211	Admin Expenses	(8,715)	9,926	0
1,568	0	Planning - Long Service Leave	(1,568)	1,568	0
5,212	951	Planning - Superannuation	(4,261)	5,212	0
7,500	0	Town Planning Scheme review	(7,500)	7,500	0
4,332	0	Planning - Annual Leave	(4,332)	4,332	0
1,500	0	LPS Amend Exp	(1,500)	1,500	0
14,332	1,938	Cemetery Exp	(12,394)	14,332	0
42,909	9,227	Public Conveniences	(33,682)	42,909	0
5,546	1,426	SSL Interest	(4,120)	5,546	0
4,475	0	Depreciation - waste facility	(4,475)	4,475	0
8,993	0	Depreciation - toilets	(8,993)	8,993	0
455,550	63,201		(392,349)	435,550	(20,000)

Budget	Actual	Explanation	Current	Year End
Recreation & Culture				
\$	\$		\$	\$
11,041	5,012	Town Hall		11,041
37,966	8,779	Rec Centre	(6,029)	37,966
3,591	2,985	Community Centre	(29,187)	3,591
1,464	937	Supper Room	(606)	1,464
1,532	3,927	Old Road's Board Building	(527)	4,000
2,998	2,505	Bowling Club	2,395	2,998
625	545	Cundinup Hall	(493)	625
513	436	Carlotta Hall	(80)	513
1,365	694	Community House	(77)	1,365
269,441	40,936	Public Parks	(671)	269,441
8,908	2,483	Art Maintenance	(228,505)	8,908
15,839	2,816	Library Salaries & Insurance	(6,425)	15,839
8,910	1,386	Office Expenses - Library	(13,023)	8,910
200	0	Write-Offs - Library	(7,524)	200
11,623	5,646	Foreshore Park	(200)	11,623
1,875	0	Depreciation Community House	(5,977)	1,875
3,125	0	Depreciation Community Sheds	(1,875)	3,125
1,850	0	Depreciation Carlotta Hall	(3,125)	1,850
42,341	0	Depreciation Recreation Centre	(1,850)	42,341
26,150	0	Depreciation Town Hall	(42,341)	26,150
35,758	0	Depreciation Parks	(26,150)	35,758
1,625	0	Depreciation Old Roads Board	(35,758)	1,625
425	0	Depreciation Cundinup Hall	(1,625)	425
489,165	79,086		(425)	489,165
Transport				
\$	\$		\$	\$
41,402	5,869	Depot Maintenance	(35,533)	41,402
5,000	3,166	Traffic Signs	(1,834)	5,000
36,326	0	Bridge Maintenance	(36,326)	36,326
5,000	800	Crossovers	(4,200)	5,000
0	(1,063)	Loan - accrued interest	(1,063)	0
587,316	202,577	Local Road Maintenance	(384,739)	587,316
89,044	4,148	Road Verge Maintenance	(84,896)	89,044
32,436	6,213	Street Lighting	(26,223)	32,436
9,000	0	Street Sweeping	(9,000)	9,000
5,986	364	Traffic Counter Maintenance	(5,622)	5,986
6,000	4,204	Safety Works	(1,797)	6,000
6,000	0	Equipment replacement	(6,000)	6,000
2,468				2,468

Budget	Actual		Explanation	Current	Year End	
3,079	(430)	Loan - Interest	No year end variance anticipated	(3,509)	3,079	0
62,373	0	Loan - Principal	No year end variance anticipated	(62,373)	62,373	0
20,000	0	Gravel Pit	No year end variance anticipated	(20,000)	20,000	0
5,500	5,463	ROMANS	No year end variance anticipated	(37)	5,500	0
1,384,401	0	Depreciation - Roads	No year end variance anticipated	(1,384,401)	1,384,401	0
2,298,862	231,311			(2,067,551)	2,298,862	0

Budget	Actual	Explanation	Current	Year End	
Economic Services					
\$	\$		\$	\$	
1,200	0	Australia Day		1,200	0
9,732	4,718	Functions & Events	(1,200)	9,732	0
0	0	Caravan Park	(5,014)	0	0
0	0	Caravan Park admin expenses	0	0	0
0	0	Caravan park utilities	0	0	0
0	0	Caravan Park promotion	0	0	0
1,433	1,615	Caravan Park & Camping	181	1,615	182
0	111	Caravan park wages	111	0	0
5,000	202	Visitor Centre services	(4,798)	5,000	0
2,500	(134)	Regional Promotion	(2,634)	2,500	0
28,000	(1,072)	Tourism promotion	(29,072)	28,000	0
1,309	0	Building Control - Long Service Leave	(1,309)	1,309	0
40,973	8,649	Building Control - Salary	(32,324)	40,973	0
4,351	961	Building Control - Superannuation	(3,390)	4,351	0
3,616	0	Building Control - Annual Leave	(3,616)	3,616	0
3,916	1,463	Building Control - Expenses	(2,453)	3,916	0
17,910	0	Depreciation - Caravan Park	(17,910)	17,910	0
119,940	16,511		(103,430)	120,122	182
Other Property & Services					
\$	\$		\$	\$	
26,407	281	Private Works	(26,126)	26,407	0
10,070	8,537	Training	(1,533)	10,070	0
3,236	(11,548)	Accrued salaries & wages	(14,784)	3,236	0
28,943	0	Long Service Leave	(28,943)	28,943	0
100,917	22,658	Salaries	(78,260)	(15,000)	(15,000)
80,492	0	Annual Leave	(80,492)	80,492	0
103,343	23,934	Superannuation	(79,409)	103,343	0
0	0	Office expenses	0	0	0
30,301	6,230	Sick pay	(24,071)	30,301	0
59,366	57,019	Insurances	(2,347)	59,366	0
10,000	1,255	Protective Clothing	(8,745)	10,000	0
4,549	930	Safety Meetings	(3,619)	4,549	0
64,354	9,664	Wages - plant	(54,689)	64,354	0
29,700	3,511	Tyres & Batteries	(26,189)	29,700	0
20,395	11,777	Insurances & Licenses	(8,618)	20,395	0

Budget	Actual	Explanation	Current	Year End	
0	0	Admin Expenses	0	0	0
0	(876)	Workers Comp	(876)	0	0
215,000	18,076	Fuel & Oil	(196,924)	215,000	0
4,000	262	Sundry Tools	(3,738)	4,000	0
37,449	3,154	Holiday Pay	(34,295)	37,449	0
60,000	7,145	Parts & External Work	(52,855)	60,000	0
2,000	0	Recruitment Exp	(2,000)	2,000	0
324,510	0	Depreciation - Vehicles	(324,510)	324,510	0
16,295	0	Depreciation - Depot	(16,295)	16,295	0
1,231,327	162,008		(1,069,319)	1,115,410	(15,000)
6,182,428	863,752	TOTAL	(5,318,676)	6,030,171	(51,340)
		Less Expenditure tied to additional income		0	0
		Less Non Cash Depreciation increases		0	0
		Total Expenditure Savings Anticipated for Year		(152,257)	(51,340)

OPERATING INCOME TO 30 SEPTEMBER 2015					
Budget	Actual	Explanation	(Over)/Under received		
			Current	Anticipated Year End	
General Purpose Revenue					
\$	\$		\$	\$	
0	(1,451,969)	Rate Revenue	(1,451,969)	0	0
(5,000)	0	Legal Fees	5,000	(5,000)	0
(12,000)	(3,719)	Int on Overdue rates	8,281	(12,000)	0
(800,000)	(103,776)	Equalisation Grant	696,224	(800,000)	0
(4,500)	(639)	Interest on Instalments	3,861	(4,500)	0
(500,000)	(53,009)	Local Road Grant	446,991	(500,000)	0
(3,900)	(585)	Admin Charges	3,315	(3,900)	0
(24,000)	(6,742)	DOT Commission	17,258	(24,000)	0
(19,600)	(7,257)	Sundry Income	12,343	(19,600)	0
(30,000)	(914)	Interest on Investment - General	29,086	(30,000)	0
(30,000)	(1,927)	Interest on Investment - RTR	28,073	(30,000)	0
(1,429,000)	(1,630,537)		(201,537)	(1,429,000)	0
General Administration					
\$	\$		\$	\$	
(500)	(40)	Shirley Humble room hire	460	(500)	0
(500)	(40)		460	(500)	0
Law & Order					
\$	\$		\$	\$	
(2,500)	0	Costs Recovered - Cockatoo Valley	2,500	(2,500)	0
(86,651)	0	DFES Grant - Brigades	86,651	(86,651)	0
(79,796)	0	DFES Grant - CESO	79,796	(79,796)	0
(500)	0	Firebreak Fines	500	(500)	0
(3,500)	(1,050)	Dog Registrations	2,450	(3,500)	0
(500)	0	Cat Registrations	500	(500)	0
(100)	(300)	Fines - Animal Control	(200)	(100)	0
(13,400)	0	DFES Grant - SES	13,400	(13,400)	0
(186,947)	(1,350)		185,597	(186,947)	0
Health					
\$	\$		\$	\$	
(1,500)	(118)	Septic Tank Inspections	1,382	(1,500)	0

Budget	Actual	Explanation	(Over)/Under received	
(1,365)	(6,048)	Gen License Fees	(4,683)	4,683
		Income anticipated to exceed budget	(6,048)	
(2,865)	(6,166)		(3,301)	4,683
			(7,548)	

Budget	Actual	Explanation	(Over)/Under received	
Education & Welfare				
\$	\$		\$	\$
(6,930)	0	FROGS lease income	6,930	(6,930)
(2,050)	(378)	School holiday contributions	1,672	(2,050)
(750)	(368)	CDO grants	382	(750)
(2,100)	0	Seniors activities contributions	2,100	(2,100)
(11,830)	(746)		11,084	(11,830)
Housing				
\$	\$		\$	\$
(35,356)	(3,727)	Rental Income	31,629	(35,356)
(35,356)	(3,727)		31,629	(35,356)
Community Amenities				
\$	\$		\$	\$
(14,560)	(3,559)	Self Supporting Loan - Principal	11,001	(14,560)
(5,516)	(1,460)	Self Supporting Loan - Interest	4,056	(5,516)
(62,170)	(65,600)	Mobile Bin Charges	(3,430)	(62,170)
(34,625)	(35,875)	Recycling Fees	(1,250)	(34,625)
(6,000)	(4,895)	Tip Fees	1,105	(6,000)
(32,940)	(33,210)	Disposal charge	(270)	(33,210)
0	0	LPS Amend Contributions	0	0
(6,300)	(1,028)	Town planning fees	5,272	(6,300)
(3,300)	(603)	Cemetery Fees	2,697	(3,300)
0	0	Grants - Qannup	0	0
(165,411)	(146,229)		19,182	(165,681)
Recreation & Culture				
\$	\$		\$	\$
(8,500)	(2,053)	Hire Fees - Rec Centre	6,447	(8,500)
(6,500)	(2,342)	Hire Fees - Town Hall	4,158	(6,500)
(22,100)	0	Supper Room lease	22,100	(22,100)
(5,070)	0	Community Centre lease	5,070	(5,070)
(200)	0	Lost Book charges	200	(200)
0	(126)	History of Nannup	(126)	(200)
0	0	Railway Bridge Grant	0	0
(42,370)	(4,521)		37,849	(42,570)
				200

Budget	Actual	Explanation	(Over)/Under received	
		Transport		
\$	\$		\$	\$
(93,000)	(101,400)	Main Roads - Direct Grant	(8,400)	(101,400)
(1,000)	0	Crossover fees	1,000	(1,000)
0	0	Mowen Road Supervision Fee	0	0
(1,000)	(855)	Sale of materials	145	(1,000)
(153,000)	0	Plant Sales	153,000	(153,000)
		Reduced income because ute was sold in 2013/14 rather than 2014/15		
(248,000)	(102,255)		145,745	(256,400)
				8,400

Operating income

Budget	Actual	Explanation	(Over)/Under received	
Economic Services				
\$	\$		\$	\$
(1,500)	(118)	Septic tank Inspections	1,382	(1,500)
(7,500)	0	Caravan Park Income	7,500	(7,500)
(12,000)	(3,503)	Building Control fees	8,497	(12,000)
(21,000)	(3,621)		17,379	(21,000)
Other Property & Services				
\$	\$		\$	\$
(30,000)	(1,220)	Private Works	28,780	(30,000)
(30,000)	(1,220)		28,780	(30,000)
(1,996,332)	(1,899,062)	TOTAL INCOME	87,270	(1,999,885)
				13,553
		Less: Grant income tied to additional expenditure		0
		Add: Income tied to reduced expenditure		0
		Anticipated (Over)/Under Budget:	87,270	(13,553)
				13,553

CAPITAL EXPENDITURE TO 30 SEPTEMBER 2015					
Budget	Actual	Explanation	(Over)/Under Budget	Current	Anticipated Year End
General Administration					
0	2,135	Furniture & equipment			
31,500	0	Purchase of vehicles			2,135
0	0	Capital works - Shire Office			31,500
0	0	Plant & equipment			0
31,500	2,135				0
		Workstations not budgeted for will be funded from savings in other areas	(2,135)		33,635
		No variance anticipated	31,500		0
		No variance anticipated	0		0
		No variance anticipated	0		0
			29,365		(2,135)
Law & Order					
4,300	0	SES - Plant purchases \$1200 to \$5000			
		No variance anticipated	4,300		4,300
4,300	0				0
			4,300		4,300
Recreation & Culture					
1,635,494	629,867	Recreation Centre upgrade			
		To be funded from Recreation Centre Reserve and Grants	1,005,627		1,635,494
1,635,494	629,867				0
			1,005,627		0
					0
Transport					
0	8,316	Mowen Road - construction			
843,671	137,849	Local roads - construction	(8,316)		8,316
708,000	0	Special Bridgeworks	705,823		843,671
15,314	0	Footpath program	708,000		0
(392,000)	(76,000)	Regional Road Group grants	15,314		708,000
0	0	Footpaths grant	(316,000)		15,314
(880,000)	0	Roads to Recovery grant	0		0
(1,416,000)	(118,000)	Special Bridgeworks grant	(880,000)		0
0	(60,000)	Mowen Road grant	(1,298,000)		0
445,000	47,959	Purchase of vehicles	60,000		60,000
			397,041		0
(676,014)	(59,876)				
			(616,138)		51,684
Economic Services					
1,050,461	1,474	Main Street upgrade			
0	0	Caravan Park upgrade	1,048,987		1,050,461
		To be funded from Main Street reserve	0		0
		To be funded from Royalties for Regions grant			
1,050,461	1,474		1,048,987		1,050,461
2,041,441	573,601	TOTAL NET EXPENDITURE			(81,019)
		Unfunded Capital Expenditure			

SHIRE OF NANNUP				
ACCOUNTS FOR PAYMENT - SEPTEMBER 2015				
EFT/ Cheque	Date	Name	Invoice Description	Amount
EFT7525	09/09/2015	ROBERT LONGMORE	ATTENDED MEETINGS	\$ 176.00
EFT7526	09/09/2015	GUMNUTS GALORE	GARDENING SUPPLIES	\$ 169.00
EFT7527	09/09/2015	NANNUP PHARMACY	SUNDRY FIRST AID SUPPLIES	\$ 90.79
EFT7528	09/09/2015	PUBLIC LIBRARIES WA INC	PLWA MEMBERSHIP 2015/2016	\$ 162.00
EFT7529	09/09/2015	EDGE PLANNING & PROPERTY	PLANNING SERVICES BETWEEN 16-29 AUGUST 2015	\$ 542.30
EFT7530	09/09/2015	BRC - BUILDING SOLUTIONS	NANNUP REC CENTRE NRC 16	\$ 59,731.50
EFT7531	09/09/2015	BUSSELTON MULTI SERVICE	KEYS CUT FOR THE COMMUNITY SHED	\$ 67.10
EFT7533	09/09/2015	AUSTRALIA'S SOUTHWEST	MOWEN ROAD OPENING	\$ 110.00
EFT7534	09/09/2015	PICKLE & O	REFRESHMENTS 04/09/2015	\$ 1,110.00
EFT7535	09/09/2015	BJ & FH TOMAS	COMMUNITY BUS SHED	\$ 15,740.00
EFT7536	09/09/2015	ALLGLOVE INDUSTRIES	BUSHFIRE SUPPLIES	\$ 629.70
EFT7537	09/09/2015	COUNTRY'S JUNIOR FOOTBALL CLUB	KIDSPORT VOUCHERS	\$ 250.00
EFT7538	09/09/2015	CITY & REGIONAL FUELS	DIESEL	\$ 4,005.87
EFT7539	09/09/2015	SCOPE BUSINESS IMAGING	PHOTOCOPIER PLAN	\$ 962.35
EFT7540	09/09/2015	BGO INVESTMENTS PTY LTD	SURVEY AND SET UP FOR MAIN STREET PROJECT	\$ 2,585.00
EFT7541	09/09/2015	QUALITY PRESS	COMMUNITY BUS EXPENDITURE	\$ 117.70
EFT7542	09/09/2015	OFFICEWORKS	STATIONERY SUPPLIES	\$ 106.83
EFT7543	09/09/2015	DIANE MULVANEY	PURCHASE SAFETY AWARD	\$ 2,660.00
EFT7544	09/09/2015	FPA AUSTRALIA	BUSH FIRE ATTACK LEVEL ASSESSOR COURSE	\$ 2,500.00
EFT7545	09/09/2015	AMD CHARTERED ACCOUNTANTS	ACQUITAL AUDIT SHIRE OF NANNUP	\$ 583.00
EFT7546	09/09/2015	SOILS AIN'T SOILS BUSSELTON	SAND SUPPLIES	\$ 120.00
EFT7547	09/09/2015	BOC LIMITED	OXYGEN INDUST	\$ 329.09
EFT7548	09/09/2015	D & J COMMUNICATIONS	COMMUNICATION EQUIPMENT- SUPPLY & SERVICE	\$ 4,803.15
EFT7549	09/09/2015	HOLCIM AUSTRALIA PTY LTD	SEALING AGG X 6	\$ 14,140.95
EFT7550	09/09/2015	GEOGRAPHE SAWS & MOWERS	WHIPPER SNIPPER	\$ 915.00
EFT7551	09/09/2015	LANDGATE	GRV INTERIM	\$ 192.45
EFT7552	09/09/2015	GEOFABRICS AUSTRALASIA PTY LTD	MEGAFLOW	\$ 379.50
EFT7553	09/09/2015	HOWSON MANAGEMENT PTY LTD	PROJECT MANAGEMENT FEES	\$ 12,221.00
EFT7554	09/09/2015	TOLL IPEC ROAD EXPRESS PTY LTD	ASPHALT	\$ 73.98
EFT7555	09/09/2015	K & C HARPER	OLD ROADSBOARD BUILDING	\$ 3,502.73
EFT7556	09/09/2015	MUIRS MANJIMUP	MIRROR REAR	\$ 286.85
EFT7557	09/09/2015	NANNUP HARDWARE & AGENCIES	SUNDRY SUPPLIES	\$ 1,138.55
EFT7558	09/09/2015	NANNUP NEWSAGENCY	POSTAGE AND STATIONERY	\$ 260.43
EFT7559	09/09/2015	NANNUP EZIWAY SELF SERVICE STORE	REFRESHMENTS AND CLEANING	\$ 213.35
EFT7560	09/09/2015	NANNUP COMMUNITY RESOURCE CENTRE	COMMUNITY DIRECTORIES	\$ 55.00
EFT7561	09/09/2015	NANNUP LIQUOR STORE	REFRESHMENTS	\$ 114.95
EFT7562	09/09/2015	PRESTIGE PRODUCTS	CLEANING PRODUCTS	\$ 113.74
EFT7563	09/09/2015	SYNERGY	ELECTRICITY EXPENSES	\$ 2,699.15
EFT7564	09/09/2015	SUGAR MOUNTAIN ELECTRICAL SERVICES	ELECTRICAL WORK COMMUNITY BUS	\$ 1,425.16
EFT7565	09/09/2015	SOUTH WEST STEEL PRODUCTS	STEEL SUPPLIES	\$ 144.54
EFT7566	09/09/2015	WARREN BLACKWOOD WASTE	WASTE MANAGEMENT FEES	\$ 5,909.16
EFT7567	09/09/2015	WORTHY CONTRACTING	NANNUP WASTE MANAGEMENT FACILITY- AUG 2015	\$ 9,863.33
EFT7568	16/09/2015	BUNBURY TRUCKS	SUNDRY REPAIRS	\$ 699.88
EFT7569	16/09/2015	OZLINC	CARLOTTA AND EAST NANNUP BFBS	\$ 433.40
EFT7570	16/09/2015	IT VISION GROUP INC	IT VISION USER GROUP 2015/16	\$ 715.00
EFT7571	16/09/2015	WAYNE WONITJI WEBB	ACKNOWLEDGEMENT OF COUNTRY	\$ 600.00
EFT7572	22/09/2015	MJB INDUSTRIES	CONCRETE PIPE, RUBBER RING, LINER RAWCAST	\$ 17,688.11
EFT7573	22/09/2015	P & F MARTIN	FIRE UNIT MAINTENANCE	\$ 233.38
EFT7574	22/09/2015	ARBOR GUY	TREE LOPING SERVICES	\$ 2,200.00
EFT7575	22/09/2015	BUNBURY TRUCKS	NP3004 SERVICE	\$ 2,788.35
EFT7576	22/09/2015	PICKLE & O	LUNCH 16/09/2015	\$ 162.00
EFT7577	22/09/2015	CITY & REGIONAL FUELS	DIESEL SUPPLIES	\$ 8,735.27
EFT7578	22/09/2015	NANNUP DELI	SUNDRY SUPPLIES	\$ 27.00
EFT7579	22/09/2015	OFFICEWORKS	STATIONARY SUPPLIES	\$ 262.71
EFT7580	22/09/2015	GOPHER SPORT	YOUTH HOLIDAY ACTIVITIES	\$ 1,377.09
EFT7581	22/09/2015	BLACKWOOD CAFE - SUMART	MORNING TEA	\$ 33.40
EFT7582	22/09/2015	BUSSELTON PEST & WEED CONTROL	PEST CONTROL	\$ 4,213.00
EFT7583	22/09/2015	HOLCIM AUSTRALIA PTY LTD	10MM X 5 SEALING AGG	\$ 11,070.17
EFT7584	22/09/2015	HOWSON MANAGEMENT PTY LTD	PROJECT MANAGEMENT FEES	\$ 11,684.75
EFT7585	22/09/2015	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT EXPENSES	\$ 997.22
EFT7586	22/09/2015	INSIGHT CCS PTY LTD	AFTERHOURS PHONE SERVICE	\$ 80.08
EFT7587	22/09/2015	JASON SIGNMAKERS	TRAFFIC MANAGEMENT SIGNS	\$ 1,254.00
EFT7588	22/09/2015	K & C HARPER	NANNUP REC CENTRE WORKS	\$ 2,536.75
EFT7589	22/09/2015	NANNUP COMMUNITY RESOURCE CENTRE	ADVERT 2015 SEP	\$ 418.00
EFT7590	22/09/2015	NANNUP LIQUOR STORE	REFRESHMENTS	\$ 365.89
EFT7591	22/09/2015	THE PAPER COMPANY OF AUSTRALIA PTY LTD	STATIONERY SUPPLIES	\$ 46.75
EFT7592	22/09/2015	SYNERGY	NANNUP SES BRIGADE	\$ 326.95
EFT7593	22/09/2015	LOUISE STOKES	REIMBURSEMENT OF EXPENSES	\$ 134.49
EFT7594	22/09/2015	WALGA	PROCUREMENT SERVICES	\$ 1,983.30
EFT7595	23/09/2015	CUTTING EDGE EQUIPMENT PARTS	P/O 15692 GRADER BLADES	\$ 1,409.54
EFT7596	23/09/2015	WAYNE G H JOLLEY	CLAIM FOR HOME OFFICE COSTS	\$ 286.84
EFT7597	23/09/2015	SYNERGY	NORTH NANNUP BUSH FIRE BRIGADE	\$ 98.00
EFT7598	24/09/2015	PICKLE & O	AFTERNOON TEA FOR 20 PEOPLE 22/09/2015	\$ 200.00

SHIRE OF NANNUP
ACCOUNTS FOR PAYMENT -SEPTEMBER 2015

EFT/ Cheque	Date	Name	Invoice Description	Amount
EFT7599	24/09/2015	NANNUP STATE EMERGENCY SERVICE INC.	TEAM MEMBER COST PER PERSON @75 NANNUP SES	\$ 225.00
EFT7600	24/09/2015	NATALIE TAYLOR	WEBSITE PROMOTION	\$ 100.00
EFT7601	30/09/2015	BRC - BUILDING SOLUTIONS	NRC19 REC CENTRE UPGRADE - PROGRESS 19	\$ 211,449.59
Municipal EFT Payments:				\$436,037.11
19867	09/09/2015	MARKETFORCE EXPRESS	JULY ADVERTISING P/O 15133	\$ 1,103.19
19868	09/09/2015	TONY DEAN	ANNUAL ALLOWANCE, MEETINGS AND TRAVEL	\$ 10,146.00
19869	09/09/2015	RAMON BALDACCHINO	REFUND OF BUILDING PERMIT FEES	\$ 130.50
19870	09/09/2015	RONALD LOVERING	VBFB EXPENSE	\$ 72.87
19871	09/09/2015	PM ARCHDALL NOMINEES P/L	REFUND OF BUILDING PERMIT APPLICATION FEES	\$ 156.65
19872	09/09/2015	BUNNINGS- BUSSELTON	PLANTS	\$ 124.37
19873	09/09/2015	BUSSELTON TELEPHONES	MAINTENANCE CALLOUT	\$ 219.60
19874	09/09/2015	ST.JOHN AMBULANCE	ST JOHN MEMBERSHIP FORMS	\$ 459.00
19875	09/09/2015	TELSTRA	AUGUST DARRADUP BRIGADE	\$ 20.07
19876	15/09/2015	G TOMASI & A DELL'AGOSTINO	RATES REFUND	\$ 402.96
19877	16/09/2015	THE BIG N	MEMBER FEES PER ANNUM	\$ 75.00
19879	17/09/2015	WESTNET	DARRADUP FIRE STATION 221037622	\$ 29.95
19880	22/09/2015	MARKETFORCE EXPRESS	LOCAL GOVT ADVERTISING	\$ 3,302.42
19881	22/09/2015	SENSIS PTY LTD	2015/2016 YELLOW PAGES	\$ 15.62
19882	22/09/2015	NANNUP DISTRICT HIGH SCHOOL	DONATION OF TROPHY	\$ 20.00
19885	23/09/2015	RUSSELL ASHLEY	CROSSOVER SUBSIDY	\$ 800.00
19886	23/09/2015	TELSTRA	NORTH NANNUP BUSHFIRE BRIGADE 2000 07209 7981	\$ 95.90
19887	24/09/2015	WARREN BLACKWOOD ALLIANCE OF COUNCILS	TOURISM NETWORKING AND INFORMATION SESSION	\$ 30.00
Municipal Cheque Payments:				\$ 17,204.10
DD9387.1	30/09/2015	WESTNET	EVERYTHING NANNUP RENEWAL AND HOSTING FEE	\$ 324.89
DD9387.2	30/09/2015	TELSTRA	TELSTRA SEPTEMBER 2015	\$ 1,490.53
DD9387.3	30/09/2015	CALTEX AUSTRALIA	CALTEX STARCARD VARIOUS	\$ 1,084.59
DD9387.4	30/09/2015	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 37 SEPTEMBER 2015 PAYMENT	\$ 1,666.06
DD9387.5	30/09/2015	SGFLEET	SG FLEET SEPTEMBER 2015	\$ 1,260.31
DD9387.6	30/09/2015	BP AUSTRALIA	FUEL EXPENSES	\$ 115.51
DD9387.7	30/09/2015	CORPORATE CREDIT CARD - SHIRE OF NANNUP	MISC CREDIT CARD TRANSACTIONS	\$ 741.50
Municipal Direct Debit Payments:				\$ 6,683.39
TOTAL MUNICIPAL PAYMENTS FOR PERIOD				\$ 459,924.60
TOTAL TRUST PAYMENTS FOR PERIOD				\$ -
TOTAL PAYMENTS FOR PERIOD:				\$ 459,924.60

SHIRE OF NANNUP			
CREDIT CARD TRANSACTIONS -SEPTEMBER 2015			
	Supplier	Description	Amount
1/9/2015	Google AdWords	Everything Nannup	\$ 27.60
8/9/2015	Apple Online Store	2 x airports	\$ 625.90
22/09/2015	WA Trails & Outdoor Centre	Conference Registration	\$ 88.00
		Total Credit Card Purchase - Peter Clarke August 2015	\$ 741.50