



Shire of  
**Nannup**  
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# Agenda

**Council Meeting to be held  
on Thursday 28 January 2016  
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 26 November 2015 be confirmed as a true and correct record.

**9. MINUTES OF COUNCIL & OTHER COMMITTEES**

**9.1 WALGA South West Zone**

That Council receives the Minutes of the WALGA South West Zone Meeting held 27 November 2015.

**9.2 WBAoC Board Meeting**

That Council receives the Minutes of the WBAoC Board Meeting held 1 December 2015

- 9.3 Blackwood River Valley Marketing Association Inc**  
That Council receives the Minutes of the Blackwood River Valley Marketing Association Inc Committee Meeting held 9 December 2015

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

**11. REPORTS BY MEMBERS ATTENDING COMMITTEES**

**12. REPORTS OF OFFICERS**

Agenda No.	Description	Page No.
<b>CEO DEPARTMENT</b>		
12.1	Wood Encouragement Policy	5
12.2	Review of Shire of Nannup Policy Manual	8
12.3	Review of Delegations Register	10
12.4	Former Quannup Pastoral Lease	12
12.5	Shires of Esperance, Waroona and Harvey Bush Fires – Proposed Donations	15
12.6	Proposed Dog Exercise Areas	17
12.7	Review of the <i>Local Government (Rules of Conduct) Regulations 2007</i>	21
12.8	Lot 66 – Laneway Linking Walter Street to Adam Street, Nannup	23
12.9	Increased Funding Assistance – Nannup Flower and Garden Festival	26
12.10	Nannup Kindergarten Building – Expressions of Interest for Proposed Usage	30
<b>COMMUNITY &amp; DEVELOPMENT SERVICES</b>		
12.11	Motivational tourism sign	36
12.12	Tourism Western Australia Grant	39
<b>FINANCE &amp; ADMINISTRATION</b>		
12.13	Acceptance of Shire of Nannup 2014/15 Annual Report Scheduling of an Audit Committee Meeting; and Scheduling of the Annual Meeting of Electors	41
12.14	Budget Monitoring – November & December 2015	44
12.15	Monthly Accounts for Payment - November 2015 + December 2015	47

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

**13.1 OFFICERS**

**13.2 ELECTED MEMBERS**

**14. MEETING CLOSED TO THE PUBLIC  
(Confidential Items)**

**14.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED**

Agenda No.	Description	Page No.
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**DEPARTMENT**

**14.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE  
PUBLIC**

- 15. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS  
BEEN GIVEN**
- 16. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**
- 17. CLOSURE OF MEETING**

## **CEO DEPARTMENT**

AGENDA NUMBER:	12.1
SUBJECT:	Wood Encouragement Policy
LOCATION/ADDRESS:	Shire of Nannup
NAME OF APPLICANT:	WA Forest Communities Network
FILE REFERENCE:	
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	N/A
DATE OF REPORT:	4 January 2016

### **BACKGROUND:**

On the 25<sup>th</sup> November 2015, Cr Longmore attended a “Wood in Focus Forum” in Bunbury that was organised by the WA Forest Communities Network (WA FCN). Cr Longmore did report his attendance at the Forum at the November 2015 Ordinary Council meeting.

Following the above Forum, WA FCN representatives presented to the WA South West Zone of WALGA meeting in Boyup Brook on 27 November 2015. At that meeting the WA FCN promoted the member councils of the Zone to individually adopt a Wood Encouragement Policy.

### **COMMENT:**

For Councillor’s information, the WA Forest Communities Network provides a structure for members within timber communities and communities of interest across West Australia.

The mission of WA FCN is to represent and act in the best interests of communities which are associated with forest and timber sectors in Western Australia and to foster a healthy and sustainable future for those communities and their associated forests.

Since the above presentations the CEO has been contacted by the WA FCN advising that they are enthusiastic to progress the Policy and would be happy to work with the Shire of Nannup in the implementation of such a Policy.

The following is a pro forma Policy provided by WA FCN that has been adopted by some local government authorities in the Eastern States:-

### **Policy Objectives**

- *To stimulate sustainable economic development within the Shire of Nannup timber and wood products industry and encourage value adding products within the timber industry;*
- *To encourage the use of wood in the construction and fit out of Council buildings and infrastructure;*
- *To recognise all of the benefits that make wood a smart choice for Council buildings and infrastructure;*
- *To share information and encourage education regarding the benefits of using wood in construction and fit out of buildings and infrastructure;*
- *To demonstrate local and national leadership by enacting the Wood Encouragement Policy on Council buildings and infrastructure;*
- *To encourage the use of wood in demonstration projects across the municipality;*
- *To align with opportunities for State and Federal funding;*
- *To reinforce Council's preference for quality wood buildings in the development of briefs for projects;*
- *To promote the industry as a renewable resource, capturing the environmental benefits of the resource.*

### **Implementation**

*Council recognises the importance of the forest and wood products industry to both the Local Government Area and the broader region. Central to Council's commitment to job retention and creation is supporting significant local industry in order to secure jobs and leverage further investment.*

*Council will encourage the increased utilisation of wood in Council assets by:*

1. *Ensuring that all briefs for new Council projects incorporate the requirement to use wood as the preferred material for both construction and fit out purposes, where wood is deemed a suitable material for the proposed application;*
2. *Seeking those who can find, practical, efficient, versatile and cost-effective building and design solutions using wood when sourcing design and architectural expertise;*
3. *Ensuring that all comparisons to the cost of building with other materials will take into account all long-term and life cycle benefits of using wood;*
4. *Where possible, sourcing locally produced wood products for construction and fit out purposes;*
5. *Being a champion of the forest and wood products industry, by establishing this policy and demonstrating commitment to the further development of the local forest and wood products industry;*
6. *Actively seeking demonstration projects that showcase the use of wood within the local government area;*
7. *Actively working to attract new, innovative wood products manufacturers to the LGA.*

*In using wood as a preferred construction material for Council infrastructure, Council will have regard to:*

- 1. The utilisation of wood products that meet the Australian Forest Standard, Program for the Endorsement of Forest Certification and/or Forest Stewardship Council certifications; maintenance required throughout the life of the project;*
- 2. Pest and fungus protection; and*
- 3. Using wood only when it is the right material for the selected application.*

**STATUTORY ENVIRONMENT: Nil**

**POLICY IMPLICATIONS:**

Inclusion of the above in the Policy Manual Review of January 2016

**FINANCIAL IMPLICATIONS: Nil**

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Strategic Plan 2013-2023 – Our Economy - Strategy 2.1, The Big Picture – Promote innovative ideas and value add to businesses and industry.

**RECOMMENDATION:**

As a show of support to the timber industry in the Shire of Nannup and the WA Forest Communities Network, Council adopts the Wood Encouragement Policy as outlined within the above report.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.2
SUBJECT:	Review of Shire of Nannup Policy Manual
LOCATION/ADDRESS:	N/A
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM 22
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	Nil
DATE OF REPORT:	4 January 2016
ATTACHMENT	12.2.1 – Shire of Nannup Policy Manual highlighting appropriate amendments (Sent via E-mail)

**BACKGROUND:**

Policies set guiding direction for Council staff to manage the operations of the Shire on a day to day basis without the need to present matters to Council meetings for consideration.

In previous years, reviews of individual Policies were undertaken on an as needs basis however, it is considered that a whole of Policy Manual annual review ensures that Council's Policies remain current and in keeping with current management practices. Therefore, Council's Management team has undertaken such a review.

**COMMENT:**

Section 2.7(2)(b) of the *Local Government Act 1995* requires Council to determine the local government's policies. The *Act* does not prescribe specific timeframes for the review of Policies however, it is intended to conduct similar reviews on an annual basis.

Minor changes have been made to existing Policies and two new Policies have been introduced, namely:-

Use of Council Credit Card Policy

Council Auditors have recommended that a dedicated "Use of Council Credit Card" Policy be introduced to ensure standardised procedures for purchases via the Credit Card are in place.



**Wood Encouragement Policy**

As indicated in Item 12.1, the WA Forest Communities Network has been encouraging local government authorities to adopt such a Policy and as it relates to an important industry within the Shire of Nannup, it would seem logical to convey such support. The adoption of the Policy relates only to the Shire's buildings and does not restrict the use of other building materials.

**STATUTORY ENVIRONMENT:**

Section 2.7(2)(b) of the *Local Government Act 1995* prescribes in part, that the role of a Council is to determine the local government's policies.

**POLICY IMPLICATIONS:**

Annual review of Shire of Nannup Policy Manual.

**FINANCIAL IMPLICATIONS: Nil**

**STRATEGIC IMPLICATIONS: Nil**

**RECOMMENDATION:**

That Council adopts the inclusion of a "Use of Council Credit Card" and "Wood Encouragement" Policies plus general amendments to individual Policies as proposed and presented in the 2016 Review of the Shire of Nannup Policy Manual.

**VOTING REQUIREMENTS: Simple Majority**

AGENDA NUMBER:	12.3
SUBJECT:	Review of Delegations Register
LOCATION/ADDRESS:	N/A
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM 22
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	Nil
DATE OF REPORT:	4 January 2016
ATTACHMENT:	12.3.1 – Shire of Nannup Delegations Register (Sent via E-mail)

#### **BACKGROUND:**

Section 5.46(2) of the *Local Government Act 1995* requires a local government to review its delegations to officers at least once every financial year.

The *Act* enables Council to delegate many of its functions and powers to officers and committees for the purpose of facilitating the smooth running of Council's operations.

Where a delegation is delegated to the Chief Executive Officer, this can be further delegated to other officers and this is noted in each delegation.

#### **COMMENT:**

The last review of delegations Register was in March 2015.

Other than the recommended revocation of Delegations 67 and 81, only minor wording amendments are proposed in the latest review which are highlighted in the attached Register.

Delegation 67 relates to Power Dinghy Racing Boat Club Event and it is considered that as Council has no jurisdiction over the land on which the Event is conducted, this Delegation has no relevance.

Delegation 81 relates to powers associated the *Cat Act 2011* and rather than having two separate Delegations for the *Dog Act 1976* and *Cat Act 2011*, Delegation 81 has been incorporated into delegation 51.

**STATUTORY ENVIRONMENT:**

Section 5.46(2) of the *Local Government Act 1995*.

**POLICY IMPLICATIONS:** Nil

**FINANCIAL IMPLICATIONS:** Nil

**STRATEGIC IMPLICATIONS:** Nil

**RECOMMENDATION:**

That pursuant to Section 5.42 of the *Local Government Act 1995*, Council Revokes Delegations 67 and 81 and approves of the proposed minor wording amendments to the remaining delegations contained within the Shire of Nannup Delegations Register.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.4
SUBJECT:	Former Quannup Pastoral Lease
LOCATION/ADDRESS:	Part of Lot 13335
NAME OF APPLICANT:	Department of Lands
FILE REFERENCE:	ADM 38A
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	Nil
DATE OF REPORT:	6 January 2016
ATTACHMENT:	12.4.1 – Draft Quannup Licence Agreement

### **BACKGROUND:**

Following the expiry of the Quannup Pastoral Lease on 30 June 2015 and the decision by the State Government not to renew the Lease, Council has been in discussions with the Department of Lands (DoL) regarding future tenure of the land.

During the initial discussions regarding land tenure, the Department proposed to grant the Shire of Nannup with a Licence Agreement under Section 91 of the *Land Administration Act 1997 (LAA)* over at least part of the land that Council had originally identified for potential development for "Tourism and Recreation" purposes. The Department had advised that the Licence would provide the Shire with authority to undertake further feasibility studies in developing its vision for the future of the land. The Licence Agreement would not allow any physical works or development and would include conditions requiring the Shire:-

- *To consult with DPaW, DoL and local indigenous people (and other relevant Government agencies) in developing its vision for the site; and*
- *To develop options for best achieving outcomes in land tenure terms.*

### **COMMENT:**

The Department has now forwarded to Council a Draft Licence Agreement under Section 91 of the *LAA* for Council consideration. The Draft Licence does cover the above matters in Clause 2 relating to Grant of Licence.

The CEO contacted DoL to indicate that the term of 3 years with the option for a further term of 3 years as being somewhat limited considering the amount of investigations and planning that Council would need to undertake to present

future uses for the land and had suggested that a 5 year plus 5 year further term would be more appropriate.

DoL responded that DPaW had requested that a decision of the future management of the land be determined within a reasonable period. DoL had acknowledged that there had been previous discussions regarding a 10 year Licence. DoL is prepared to support the 5 plus 5 year arrangement however there will need to be some level of agreement on an outline of a plan of how to progress investigations into future management. DoL further advised that the issue of management is likely to come more to the fore in the second half of 2016 when it knows the outcomes of the proposed South West Native Title settlement negotiations and associated indigenous land use agreements.

It is considered that if Council is to be a party to the Licence Agreement proposed by DoL, considerable funding will need to be allocated in the 2016/2017 Budget and subsequent years for geotechnical, engineering, environmental investigations/surveys and any other investigations required as outlined in the Grant of Licence conditions. At this stage costs are unknown but they would be substantial.

The Business Plan that was commissioned by Council in 2014 relating to the "Development of the Quannup Pastoral Lease" does not address any of the above issues and was merely a first stage to promote the potential uses of the land.

**STATUTORY ENVIRONMENT:**

Licence Agreement under Section 91 of the *Land Administration Act 1997*.

**POLICY IMPLICATIONS: Nil**

**FINANCIAL IMPLICATIONS:**

Budget allocation for investigations/surveys in 2016/2017 and subsequent years.

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Strategic Plan – Strategy 2.1 The Big Picture, Strategy 2.2 Tourism/Recreation and Strategy 4.3 Our Sustainable Future.

**RECOMMENDATION:**

That prior to Council committing to the Department of Land Licence Agreement for the Quannup land, a workshop be held in early February 2016 to discuss the full ramifications and commitments that Council would be required to undertake to promote/advance potential development of the land.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.5
SUBJECT:	Shires of Esperance, Waroona and Harvey Bush Fires – Proposed Donations
LOCATION/ADDRESS:	
NAME OF APPLICANT:	N/A
FILE REFERENCE:	
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	N/A
DATE OF REPORT:	13 January 2016

**BACKGROUND:**

The Western Australian Local Government Association (WALGA) has advised that local governments in WA can provide financial support to the Shires of Esperance, Waroona and Harvey following the devastating bush fires and this can be done via the Lord Mayors Disaster Relief Fund or a direct donation to the Shire itself.

**COMMENT:**

WALGA has advised that whilst the Lord Mayors Disaster Relief Fund is a mechanism for individuals and organisations to donate to affected community members, it is limited in its application. WALGA has advised that a number of councils have indicated that they would prefer to donate funds directly to the individual Shires to assist with recovery efforts. The Lord Mayor's Fund is tied and must go direct to people who have suffered in an event.

Acknowledging the effects that disasters have on individuals, WALGA has advised in many cases Local Governments also suffer hardship and additional services and funding is needed.

It is considered that the Shire of Nannup should be providing a donation to the Shires of Esperance, Waroona and Harvey to assist them at this time as Nannup could find itself in a similar situation and would appreciate similar financial support from the local government fraternity.

**STATUTORY ENVIRONMENT:** Nil

**POLICY IMPLICATIONS: Nil**

**FINANCIAL IMPLICATIONS:**

Council does have a Budget allocation for donations however the recommended donations will exceed the 2015/2016 Budgeted amount. It is proposed that the additional expenditure would be addressed at the 2015/2016 Budget Review.

**STRATEGIC IMPLICATIONS: Nil**

**RECOMMENDATION:**

That Council donates \$1,000 each to the Shires of Esperance, Waroona and Harvey to assist them in the recovery phase following the recent devastating bush fires and that to compensate for the overspend on the 2015/2016 Budgeted amount for donations, this be addressed during the 2015/2016 Budget Review.

**VOTING REQUIREMENTS: Absolute Majority**



AGENDA NUMBER:	12.6
SUBJECT:	Proposed Dog Exercise Areas
LOCATION/ADDRESS:	Nannup Town Site
NAME OF APPLICANT:	Jan & Wouter Brenkman
FILE REFERENCE:	WRK 28
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	Peter Clarke – Impartiality Interest - Member of the Nannup Golf Club
DATE OF REPORT:	18 January 2016
ATTACHMENT:	12.6.1 - Supporting documentation supplied by the applicant in relation to allocation of Dog Exercise areas plus additional submissions received during the advertising period.

#### **BACKGROUND:**

At the November 2015 Information Session the CEO advised Council that correspondence had been received from Mr and Mrs Brenkman dated 18 November 2015, requesting Council to allocate a designated Dog Exercise Area/s within the Nannup town site.

Mr and Mrs Brenkman had written on behalf of eleven (11) other Nannup residents advising that there is a definite need for areas to be assigned where dog owners can exercise their dogs freely off the leash. Mr and Mrs Brenkman also believe that designated exercise areas would also assist the Shire's new Ranger in the policing of dogs not on a leash in other areas of the town site and provided supporting documentation from surrounding local government areas where multiple dog exercise areas had been approved within specific time frames.

Mr and Mrs Brenkman have suggested the following areas as Dog Exercise areas for consideration by Council:-

- The Nannup Golf Course area including the track around the oval when not in use; and
- The area south of the foreshore (between Brockman and Forrest Streets).

On 6 January 2016 Mr and Mrs Brenkman forwarded additional correspondence seeking clarification on the status/ownership of the walk trails parallel to the river as there had been confusion as to who has jurisdiction over this land.

**Note:** In respect to Mr & Mrs Brenkman's query regarding ownership/responsibility for the walk trail parallel to the river, the Shire of Nannup has a formal lease with the Public Transport Authority of WA (PTA) for the purpose of Walk Trails. The Lease was renewed in 2014 for a period of 10 years.

**COMMENT:**

At the November Council Information Session, the CEO advised that the *Dog Act 1976* allows the allocation of Dog Exercise areas without the need for amendments to the Local Laws however, community consultation is a requirement in designating such areas.

Therefore it was agreed that an advertisement be placed in the local "*Telegraph*" Newsletter inviting public comment on the allocation of Dog Exercise areas and requesting proposed locations within the Nannup town site. An advertisement was placed in the December 2015 edition of the "*Telegraph*" with comments being received up to Friday, 15 January 2016.

Together with Mr and Mrs Brenkman and the eleven (11) signatories to their letter, eleven (11) other individual submissions were received at the expiration of the advertising period although there (3) of the individual submissions were also signatories to Mr & Mrs Brenkman's submission.

Submissions have proposed the following areas:-

- The Nannup Golf Course at restricted times.
- The area south of the Toilets at Foreshore Park and various places along the walk trail to the Railway Shed.
- The Sports Oval.
- Old Girl Guides Hall Site on Reserve 42287.
- River Foreshore land (not under Shire of Nannup jurisdiction)

The additional submissions are provided as an attachment to the Agenda document for Councillors consideration.

**STATUTORY ENVIRONMENT:**

Section 31 of the *Dog Act 1976* Relation to Control of Dogs in Certain Public Places

(1)A dog shall not be in a public place unless it is —

- (a) held by a person who is capable of controlling the dog; or
- (b) securely tethered for a temporary purpose,

by means of a chain, cord, leash or harness of sufficient strength and not exceeding the prescribed length.

- (2A) Despite subsection (1), a dog shall not be in a public place —
- (a) at all if the place is specified under subsection (2B) as a place where dogs are prohibited at all times; or
  - (b) at a time when the place is specified under subsection (2B) as a place where dogs are prohibited at that time.
- (2B) A local government may, by absolute majority as defined in the *Local Government Act 1995* section 1.4, specify a public place, or a class of public place, that is under the care, control or management of the local government to be a place where dogs are prohibited —
- (a) at all times; or
  - (b) at specified times.
- (2) A dog is exempt from the requirements of subsection (1) if —
- (a) it is in a dog exercise area specified under subsection (3A); or
  - (b) it is in a public place that is in an area of the State outside the metropolitan region or outside a townsite, and that is not a rural leashing area specified under subsection (3B); or
  - (c) it is in or on a vehicle; or
  - (d) it is being exhibited for show purposes; or
  - (e) it is participating in an obedience trial or classes conducted under the auspices of the body known as the Canine Association of Western Australia (Inc.) or a body approved by the local government in whose district the obedience trial or classes are conducted; or
  - (f) it is registered as being *bona fide* used in the droving or tending of stock and is being so used or is going to or returning from a place where it will be, or has been, so used; or
  - (g) it is a foxhound in a pack *bona fide* engaged in hunting or hound exercise or in going to or returning from hunting or hound exercise; or
  - (h) it is being used for retrieving, duck hunting or other customary sporting purposes.

**Sections (3A) and (3C) of the *Dog Act 1976***

- (3A) A local government may, by absolute majority as defined in the *Local Government Act 1995* section 1.4, specify a public place, or a class of public place, that is under the care, control or management of the local government to be a dog exercise area.(3C) At least 28 days before specifying a place to be —
- (a) a place where dogs are prohibited at all times or at a time specified under subsection (2B); or
  - (b) a dog exercise area under subsection (3A)

**POLICY IMPLICATIONS:** Nil

**FINANCIAL IMPLICATIONS:** Nil

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Strategic Plan 2013-2023 – Our Community Leadership - Strategy 5.1, Lead, Listen, Advocate, Represent and Provide

**RECOMMENDATION:**

That following consideration of the submissions received in respect into proposed Designated Dog Exercise Areas within the Nannup town site, Council identifies the following land to be a "Specified Area" for the purpose of exercising dogs off the lead in accordance with Section 3(A) of the *Dog Act 1976*:-

***"The Public Transport Authority of WA land leased to the Shire of Nannup that commences immediately south of the Foreshore Park toilets and which runs parallel to the River terminating at the old Railway Shed".***

The Specified Area is to remain in force until the termination/renewal of the Lease in 2024. In allocating the Specified Area, Council advertises same in the local "*Telegraph*" newspaper and erects appropriate signage at various locations along the route.

**VOTING REQUIREMENTS:** Absolute Majority

AGENDA NUMBER:	12.7
SUBJECT:	Review of the <i>Local Government (Rules of Conduct) Regulations 2007</i>
LOCATION/ADDRESS:	
NAME OF APPLICANT:	Department of Local Government and Communities
FILE REFERENCE:	ADM 5
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	N/A
DATE OF REPORT:	18 January 2016

### **BACKGROUND:**

The Director General (DG) of the Department of Local Government and Communities writes to advise that the Department has commenced a review of the *Local Government (Rules of Conduct) Regulations 2007* with the release of a consultation paper.

The DG advises that the Regulations, which provide a disciplinary framework to deal with minor breaches by local government councillors, are being reviewed in response to a range of concerns that have been raised by the sector.

A consultation paper has been prepared which sets out findings from the review of the current process and proposes a number of regulatory and process amendments in response to those findings. The proposals encompass four key elements:

1. Amending the regulations to improve clarity and alignment with policy intent.
2. Improving guidance material and complaint documentation.
3. Encouraging mediation and conciliation as an alternative to complaints about interpersonal disputes.
4. Codifying Standards Panel procedures and practice, and simplifying reporting.

The DG encourages local governments to provide comments on the consultation paper and submissions close on **Friday, 4 March 2016**.

### **COMMENT:**

Upon receipt of the above correspondence, the CEO forwarded same via email to Councillors with instructions of how to access the consultation paper on the Department's webpage.

**STATUTORY ENVIRONMENT:**

*Local Government (Rules of Conduct) Regulations 2007*

**POLICY IMPLICATIONS:** Nil

**FINANCIAL IMPLICATIONS:** Nil

**STRATEGIC IMPLICATIONS:** Nil

**RECOMMENDATION:**

That Council consider the proposed amendments to the *Local Government (Rules of Conduct) Regulations 2007* and provide any comments prior to the Ordinary Council Meeting on 25 February 2016, to enable a submission from Council to be forwarded to the Department of Local Government and Communities.

**VOTING REQUIREMENTS:** Simple Majority.

AGENDA NUMBER:	12.8
SUBJECT:	Lot 66 – Laneway Linking Walter Street to Adam Street, Nannup
LOCATION/ADDRESS:	Nannup Town Site
NAME OF APPLICANT:	Roman Catholic Diocese of Bunbury
FILE REFERENCE:	A1461
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	N/A
DATE OF REPORT:	19 January 2016
ATTACHMENT:	12.8.1 – Map showing Catholic Church and proposed carpark and access area.

### **BACKGROUND:**

At the August 2015 Ordinary Meeting of Council, the Roman Catholic Diocese of Bunbury offered Council with the opportunity of purchasing Lot 66, the laneway linking Walter and Adam Streets in the Nannup town site for the sale price of \$10,000.00. Whilst Council expressed an interest in the land, it did resolve at the August meeting that it did not have funds set aside in its 2015/2016 Budget to purchase the land and again requested the Roman Catholic Church to gift the land to the Shire of Nannup.

At the November 2015 Council meeting Information Session, it was reported that a Church representative had contacted the CEO to suggest the possibility on in-kind works being undertaken at the Church site in-lieu of an actual financial purchase of the land. The CEO had advised that the Manager for Infrastructure and the CEO had inspected the Church grounds and considered that works could be undertaken to improve the access and parking area at the Church. This would include the importation of gravel and provision of Council plant to define the car parking area. These in-kind works had been costed at \$5,000.00. The CEO advised that Council would need to endorse this proposal if it was acceptable to the Church.

### **COMMENT:**

In December 2015 the CEO and Manager for Infrastructure met with a Church representative on-site to discuss the proposed in-kind works.

On Monday, 4 January 2016 the following correspondence was received from the Financial Administrator at Roman Catholic Diocese of Bunbury:-

*"I understand the Parish has suggested a number of options for consideration by the Nannup Shire that could facilitate the transfer of the laneway by way of gift rather than outright purchase. One of those options is for the Shire to improve the access and parking area of the Church including the importation of gravel and provision of Shire plant to define the area.*

*Having consulted with the Parish, the Bishop is prepared to accept this option subject to clarifying the scope of works and agreement from the Shire to meet all costs to transfer the laneway.*

**Scope of Works**

*The following scope of works agreed and acceptable to the Bishop.*

- 1. Improve vehicular and pedestrian access to the Church*
- 2. Delineating the car park with particular regards to the separation of the Church block from the adjoining block recently sold by the Bishop*
- 3. Importing appropriate quantity and grade of gravel for vehicular movement and parking*
- 4. Appropriately grade the defined parking area for drainage/runoff.*

**Costs**

*The reasonable and proper costs of and incidental to the preparation and conveyance of the laneway to the Shire including stamp duty, and any other fees or charges, shall be borne by the Shire. A written fee estimate of \$1,000 plus GST and disbursements has been received from Lawyers of the Diocese. As agreed, the Diocese will invoice the Shire for these costs upon settlement.*

*Should this be acceptable to the Shire please convey same to the Diocese of Bunbury who shall arrange for transfer documentation to be executed by both parties and the Shire can plan for the completion of the Scope of Works".*

The in-kind works proposed and costs associated with the transfer of the land would still be below the original purchase price proposed by the Roman Catholic Diocese of Bunbury.

**STATUTORY ENVIRONMENT: Nil**

**POLICY IMPLICATIONS: Nil**



**FINANCIAL IMPLICATIONS:**

Financial outlay associated with the land transfer documentation of approximately \$1,000.00.

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Strategic Plan 2013-2023 – Our Built Environment - Strategy 3.2, Planning and Building – Provide Quality Planning Outcomes.

**RECOMMENDATION:**

That Council agrees to undertake in-kind works at the Nannup Catholic Church site by undertaking the scope of works for improved access and construction of a designated gravel parking area to facilitate the transfer of Lot 66 from the Catholic Church to the Shire of Nannup. Council also agrees to reasonable and proper costs of and incidental to the preparation and conveyance of the laneway to the Shire including stamp duty, and any other fees or charges associated with the transfer of land.

**VOTING REQUIREMENTS:** Simple Majority.

AGENDA NUMBER:	12.9
SUBJECT:	Increased Funding Assistance – Nannup Flower and Garden Festival
LOCATION/ADDRESS:	
NAME OF APPLICANT:	Nannup Garden Village Inc.
FILE REFERENCE:	
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	N/A
DATE OF REPORT:	19 January 2016

### **BACKGROUND:**

The Chairperson of the Nannup Garden Village Inc., Ms Heather Walford, has written to Council requesting that it gives consideration to increasing the level of funding for the Nannup Flower and Garden Festival in 2016. Ms Walford advises that the Festival has grown in strength and stature and is recognised as one of the South West's must do events. The event was set up in 2007 as a way to increase visitation to Nannup in August which up until then had been one of the quietest months of the year.

Ms Walford advises that the Festival is now a major economic boost for the town and funding from Lotterywest and Eventscorp is used for a major marketing campaign. The Festival Committee uses TV, press, social media and radio to generate interest in the town and the event for weeks before and after the Festival dates. Local business reports that the event ensures a welcome economic boost during the quieter winter months. Most main street businesses participate in supporting the event by sponsoring flower barrels.

Ms Walford indicates that the Committee appreciates the Shires on-going commitment to purchase the tulips that adorn the main street planter boxes and feedback from Festival patrons clearly states the flowers are the main reason why they come and then come back each year. Ms Walford advises that whilst the Festival has received \$3,000 per annum from the Shire of Nannup since 2011 to assist with infrastructure costs, the Nannup Music Festival receives \$20,000 yet both events generate around the same in economic impact.

Ms Walford advises that the Nannup Garden Village Inc., has a strategic plan to grow visitation to Nannup before and after the Festival and to showcase Nannup's gardens and wildflower attractions both Nationally and Internationally. In 2015 Nannup was promoted by Australia's South West at the Singapore Travel Expo.

The Flower and Garden Festival for the past two years has brought in an Eastern States celebrity or personality which has started to raise the profile of the Festival in terms of national status.

Ms Walford further advises that the Festival is now an attractive event for coach companies and dedicated parking is allocated to service this market. As a result of bringing coaches to Nannup for the Festival, several companies now offer Nannup on their itinerary during the year, including Casey's, Kings and Villa Carlotta. This brings additional economic returns to businesses throughout the year.

Ms Walford advises that the Festival has seen unprecedented growth in the past 3 years and is now working to address the governance and operational aspects of the Festival to ensure that this is sustainable. The growth of the Festival has been well received by the community however it has brought increased running costs. To gain the support of other funding bodies, it is essential that the Local Government contribution is in correlation with the budget and shows a belief in the Festivals direction.

Ms Walford indicates that in 2015 the Festival Committee did not receive the full amount of funds it was expecting from 2 funding bodies and therefore had a loss of \$8,000.00. The Committee will work throughout the year to recover this loss with fundraising events however, managing budgets and delivering a high quality Festival is crucial for the 2016 event to ensure that another loss is not incurred.

Therefore, Ms Walford requests on behalf of the Nannup Garden Village Inc. that the funding support from the Shire of Nannup is increased to \$6,000.00 to ensure equity between events and to recognise that the Nannup Flower and Garden Festival now provides a significant contribution to the economic and social development of the town.

**COMMENT:**

As Ms Walford advises, Council has provided the Nannup Garden Village Inc. with a \$3,000.00 grant since the inception of the Festival. Coupled with that, to which Ms Walford acknowledges, Council also purchases all the tulips for the event and provides the necessary manpower for planting and tending to the tulips in the lead-up to the event.

In 2015 the purchase of tulips and soil totalled \$5,000.00 plus additional costs associated with quarantine and spraying, transport costs, planter maintenance and cool room running costs of \$2,500.00. Man hours and plant costs for planting and tending to the tulips during their growing period was \$11,226.00, which includes associated overheads and depreciation costs.

The above costs together with the annual \$3,000.00 grant, does bring equity between the Flower and Garden Festival and the Music Festival in the way of cash and non-cash contributions to both events.

However, Council needs to determine whether the purchase of the tulips and associated man hours should be seen as a contribution towards to Flower and Garden Festival or whether these costs should be incorporated into the normal annual Parks and Gardens maintenance budget. Obviously the growing of the tulips coincides with the Flower and Garden Festival and if the Festival was ever to fold, it would be wise for Council to continue with the purchase and planting of the tulips as this is one of the major attractions for tourists visiting Nannup at that time of the year.

Minimal in-kind works are provided to the Music Festival and the majority of works provided are recovered as private works.

Council will commence its 2016/2017 Budget planning in late March/early April 2016 and it should know whether it could accommodate an increase in the annual grant to the Nannup Garden Village Inc. Until then, it is suggested that Council acknowledges the request received and advises Ms Walford accordingly.

**STATUTORY ENVIRONMENT: Nil**

**POLICY IMPLICATIONS: Nil**

**FINANCIAL IMPLICATIONS:**  
Subject to 2016/2017 Budget deliberations.

**STRATEGIC IMPLICATIONS:**  
Shire of Nannup Community Strategic Plan 2013-2023 – Our Community – Strategy 1.1, Value our Heritage and Festivals – Support and Fund Events through our Community Grants Program. Our Economy – Strategy 2.2, Support Tourism Providers and our District.

**RECOMMENDATION:**

That Council acknowledges the request received from the Nannup Garden Village Inc., seeking an increase in Council's annual funding amount for the 2016 Nannup Flower and Garden Festival and advises that consideration will be given in the 2016/2017 Budget deliberations for such an increase however, no guarantees can be given at this stage.

**VOTING REQUIREMENTS:** Simple Majority.

AGENDA NUMBER:	12.10
SUBJECT:	Nannup Kindergarten Building – Expressions of Interest for Proposed Usage
LOCATION/ADDRESS:	Reserve 29142 “Civic Centre Purposes” - Adam Street, Nannup
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM 35
AUTHOR:	Peter Clarke – Chief Executive Officer
REPORTING OFFICER:	Peter Clarke – Chief Executive Officer
DISCLOSURE OF INTEREST:	N/A
DATE OF REPORT:	20 January 2016

**BACKGROUND:**

At the November 2015 Ordinary meeting of Council it was advised that with the relocation of the Kindergarten operations to the Nannup District High School in 2016, there has been some interest in the utilisation of the current building by community groups/organisations in Nannup. In view of this interest, Council resolved the following at the November meeting:-

**9313 STEER/LONGMORE**

***That Council calls for Expressions of Interest from community groups/organisations regarding future tenancy of the Old Pre-School Building with the view to possible sharing arrangements with the Nannup Playgroup.***

**CARRIED 7/0**

**COMMENT:**

An advertisement was placed in the December issue of the local “Telegraph” newspaper calling for Expressions of Interest with EOI’s being received up until the close of business on Friday, 15 January 2016.

At the expiration of the above advertising period, the following EOI’s were received:-

**Nannup Music Club**

*Phaedra Watts, Festival Director of the Nannup Music Club, has submitted the following EOI for potential use of the Nannup Community Kindergarten premises.*

*Ms Watts advises that the Music Club understands that the relocation of the Kindergarten to the District High School has opened an opportunity to express its*

*interest in a potential transfer from their existing lease hold, being the Supper Room at the Nannup Town Hall, to the Kindergarten grounds.*

*Ms Watts indicates that the Nannup Music Club moved into the Shire owned Supper Room a few years back, and they are happy where they currently are as it provides valuable office space, is in close proximity to the event and central to town. However, due to the awareness of the Kindergarten relocation, we thought of the option and what it can offer us. Firstly space, we are struggling with our storage and operational area, and see that the use of the building and the grounds at the Kindergarten will offer us a greater amount of space and storage areas, whilst also serving as our vital offices.*

*Ms Watts advises that as Council would be aware, the Music Festival is a major and valuable asset for our community. The Music Club Committee works passionately to showcase our town and region, and all believe in it greatly.*

*Ms Watts further advises that the Nannup Music Club employs 3 local residents, operates with a committee of volunteers whom contribute throughout the year along with a massive pool of volunteers who together pitch in and allow the festival happen. The Music Club brings an approximation of 10,000 people to the town for the Music Festival, and has promotion and interest generated all year whilst working on the event, building on and strengthening the financial well-being of local businesses within our community and beyond.*

*Ms Watts indicates that although there is restriction in the growth of the Festival, there is not in the strength, and believe that having more available space for office work, storage, meetings and smaller events – they can strengthen the asset base and work towards more employment hours to tighten and improve the operations, and in turn the community. If the Music Club was to relocate, Ms Watts advises that the Music Club believes that the Supper Room would be filled with other commercial or community ventures as it is a prime building in a prime location. The Music Club is of the opinion that the Supper Room is of greater commercial value and could better serve others, if the Kindergarten was a viable option for the Club.*

*Ms Watts advises that the Music Club would like to acknowledge that they worked together with the Shire to c-find and install the new doors and windows to the building, which they believe has enhanced its operation and appearance.*

*Ms Watts indicates that the Music Club would like the opportunity to further discuss the potential of the Kindergarten premises as the costs, rent, time frames etc., may inhibit the desire. The Nannup Music Club wishes to reiterate that they are happy with their current location if relocation was not a viable option however, the Club would like to explore the opportunity further.*



**Rosemary Evans - Proposed Life Skills Development Centre**

*I would like to express my interest in the Community Kindergarten site at Adams Road Nannup as a Life Skills Development Centre.*

*I envision that this Centre would be an inclusive environment that anyone in the local community and surrounding areas can come to seek support and encouragement to develop coping skills to enhance their lives and provide valuable life skills which will enhance the local community.*

*If this project were to gain support, I will source funding to develop the site through the application for funding via a number of sources which include the Disability Services Commission's Community Infrastructure Grant, Royalty's for Regions Community Chest Fund and the Lotterywest Community and Workplace buildings grant. These funds will assist the Nannup Life Skills Development Centre to install infrastructure and purchase assets to meet with guidelines for health and safety, disability access and inclusion and enhances the building for the purpose of the development of a community focused life skills development centre for Nannup.*

*As part of the Plan for the Future of the kindergarten site, I propose that the building be upgraded to include:*

*The development of a change room facility and toilets to suit a variety of people;*

*The re-development of the existing kitchen and grounds to increase capability, to facilitate learning opportunities within the community for all members who would seek to increase their life skills and prepare individuals of all ages and capacity to live independently focusing on intellectual or physical disability and youth.*

*The Installation of ramps and hoists to provide access for people with disabilities.*

*With the support of the Shire of Nannup, this long term project will develop, in partnerships with local education facilities, providing an opportunity for students who are disengaged with current learning programs. This would include developing individualised learning programs that will allow them to seamlessly attain life skills in an inclusive environment by utilising their interest and abilities in a variety of areas. The Life Skills Development Centre will provide facilitated learning for young people who often fall through the cracks. Such as individuals from low socio-economic backgrounds, those with learning difficulties and with intellectual or physical disabilities.*



*I will be seeking support through the Aboriginal tutoring program "Follow the Dream" to provide an afterschool program which utilises peer support to assist with the provision of learning through practical tasks such as cooking and financial budgeting to develop important life skills.*

*As part of the learning program, the grounds will be utilised to assist students and community members to understand and develop agricultural skills to assist with the cost of living. For example, a section of the grounds will include an aquaponics garden which will be used to develop an understanding of eco systems and how they are able to sustain themselves and provide important food sources at minimal cost. This would enhance the learning program and encourage the use of skills that would follow from garden to plate. People participating may also be able to take some things home to share with their families encouraging more positive relationship development to evoke communication amongst families. Hot Rocks will also be another source of support if we are able to develop the centre.*

*The program will seek support from the Disability Services Commission to gain access to therapists to visit Nannup and demonstrate how we can assist and adapt our program to be inclusive of children with disabilities or from low socio-economic backgrounds.*

*The main goal of the centre will be to provide a fully inclusive learning environment with educational life skill programs for both adults and children including an after school program with the option in the future of developing a school holiday program for the community.*

*I have worked with the disabled and in the education industry for over 18 years and my focus has always been to reignite community awareness and include those minority groups back into the community. This project will provide an opportunity for the Nannup community to embrace inclusion for minority groups, assist and provide learning opportunities that are often neglected in mainstream educational institutions and give confidence and clarity to kids that are falling through the cracks.*

*If I am able to secure the site, I will further prepare a Business Plan, seek volunteers and funding to make this project become a reality. I believe that the Nannup community will fully support the centre if the vision becomes a reality. In the words of Malala Yousafzai, "Let us make our future now, and let us make our dreams tomorrow's reality."*

*Thank you for the opportunity to submit this expression of interest, I am looking forward to a favourable and positive response.*

Both of EOI's have indicated that there would be a level of development to the site if their EOI's were successful, whether it be additional storage units/sheds installed or renovations to the existing building to accommodate the proposed services. Council needs to be mindful that the building is listed on the Shire of Nannup Heritage List and structural changes to the building, plus additions, would be subject to Planning Development Approvals.

The Nannup Music Club's proposed usage would have a lesser impact in the above regard and relocation could be achieved within a shorter timeframe. The Club has also stated that they would also be prepared to co-locate with the Nannup Playgroup. The issue of the Music Club's proposal is that such a move would create a vacancy in their current headquarters, which would then require Council to source an occupant for this space.

In respect to the EOI submitted by Ms Evans, this would be subject to grant funding being obtained to accommodate the proposed usage, which could take many months to acquire and if the grant funding applications were unsuccessful, the building could be under-utilised for a considerable time. Ms Evans in her correspondence does not mention co-location with the Nannup Playgroup but it would be assumed that this use would be accommodated.

Historically Reserve 29142 has been utilised for educational purposes. In 1996 Vesting was granted to the Shire of Nannup in accordance with the provisions of Section 33(2) of the then *Land Act* for the designated purpose of "Civic Centre". The land in the Shire of Nannup's Local Planning Scheme No.3 is zoned for "Civic Use".

The definition of "Civic Use" in LPS No.3 *"means the premises used by a government department, an instrumentality or the Crown, or the Council, for administrative, recreational or other purposes"*. The Kindergarten, as an Education Department use, fitted within these parameters.

Obviously Council does not want to be too restrictive based on Planning and could utilise the "Community Purpose" use, which in LPS No.3 *"means the use of the premises designed or adapted primarily for the provision of educational, social and recreational facilities and services by organisations involved in activities for community benefit"*.

"Civic Use" and "Community Purposes" are listed as "D" Uses in the LPS Zoning Table which means that the use is not permitted unless the local government has exercised its discretion by granting planning approval. Once a use has been determined, it would also be prudent for Council to advertise the proposed use for public comment.

**STATUTORY ENVIRONMENT:**

Section 3.58(5) of the *Local Government Act 1995* relating to Disposition of Property and Section 30(2)(b) of the *Local Government (Functions and General) Regulations 1996* relating to exemptions to Section 3.58 of the Act.

**POLICY IMPLICATIONS: Nil**

**FINANCIAL IMPLICATIONS: Nil**

**STRATEGIC IMPLICATIONS:**

Shire of Nannup Community Strategic Plan 2013-2023 – Strategy 5.2 Our Community Leadership – To have united community groups working together.

**RECOMMENDATION:**

That Council authorises the CEO to further negotiate with the Nannup Music Club and Ms Evans regarding their particular EOI's to determine the type of infrastructure proposed to be erected on site and intended modifications to the building to ascertain whether this meets local Heritage and Planning requirements. Following these negotiations, the CEO is to report back to Council on his findings in order for a decision to be made on the future use of the building.

**VOTING REQUIREMENTS: Simple Majority.**

# **COMMUNITY & DEVELOPMENT SERVICES**

AGENDA NUMBER:	12.11
SUBJECT:	Motivational tourism sign
LOCATION/ADDRESS:	Cnr Stewart Hwy, Brockman Hwy
NAME OF APPLICANT:	Louise Stokes
FILE REFERENCE:	TRS 1
AUTHOR:	Louise Stokes – Community & Economic Development Officer
REPORTING OFFICER:	Peter Clarke –Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	12 January 2016
ATTACHMENT:	12.11.1 – Designs A, B and C 12.11.2 – Map of proposed Location

## **BACKGROUND:**

In 2012 a Promotions Sub-committee was established to develop a Marketing plan for Nannup. One of these initiatives was the design and installation of a destination motivational sign just prior to the intersection of Stewart Hwy and Brockman Hwy. The rationale for this is that many tourists are bypassing Nannup and travelling from the Margaret River region to Pemberton via Stewart Hwy.

There has been ongoing negotiation with Main Roads since 2012 regarding governance requirements for the installation of a sign in this location. The proposed quotes for developing a risk management plan and traffic management plan for the installation of the sign are higher than the installation of the sign itself.

In 2015 discussion commenced with the Department of Parks and Wildlife to locate the sign on the verge of their Information bay near this intersection and this has been approved.

**COMMENT:**

Expressions of interest were called for in 2015 for the design of the destination motivational sign 3 metres by 2 metres and two quotes were received: one for \$3,500 and one for \$825.

The successful designer is Brandino who have worked on the Nannup Heritage Trail project. Three concept designs have been received and are attached for Council consideration.

These designs have been promoted within the community over the past two months to gauge public response.

Whilst two of the designs were deemed quirky and different 98% of respondents prefer design C. Consultation has been undertaken with the BigN, Nannup CRC, A Taste of Nannup, Nannup Caravan Park and general members of the public.

It has been recommended by respondents that the wording on design C is simplified under the pictures to "Stay on Brockman Highway to Nannup". The rationale is that less wording is easier to read at high speeds.

It is proposed that the sign will be installed on the verge of the Department of Parks & Wildlife information bay and no further approvals are required for this.

Repairs for minor damage of the installed sign would be undertaken by Council as part of operational budgets, however it is noted that if the sign were to receive major damage to the point where it would need renewing, the sign would be removed as it is not covered by Council's insurance or incorporated into the Asset Management classifications.

**STATUTORY ENVIRONMENT: Nil.**

**POLICY IMPLICATIONS: Nil**

**FINANCIAL IMPLICATIONS:**

Covered within 2015/16 budget allocations Tourism promotions

**STRATEGIC IMPLICATIONS:**

The Shire of Nannup Community Strategic Plan 2013- 2023

*Our Built Environment: 2.2.1: Support tourism providers and promote our district  
2.2.2: Marketing & branding of our Shire to promote  
regional produce and services.*

**RECOMMENDATIONS:**

1. That Council endorse Design C Destination Motivational sign with amended wording "Stay on Brockman Highway to Nannup".
2. That the sign is installed on the verge of the Department of Parks & Wildlife information bay near the intersection of Stewart Hwy and Brockman Hwy.

**VOTING REQUIREMENTS:** Simple Majority

AGENDA NUMBER:	12.12
SUBJECT:	Tourism Western Australia Grant
LOCATION/ADDRESS:	16 Warren Rd
NAME OF APPLICANT:	Louise Stokes
FILE REFERENCE:	FNC 6
AUTHOR:	Louise Stokes – Community & Economic Development Officer
REPORTING OFFICER:	Peter Clarke –Chief Executive Officer
DISCLOSURE OF INTEREST:	
DATE OF REPORT:	19 January 2016
ATTACHMENT:	12.12.1 – Grant agreement Tourism Western Australia

**BACKGROUND:**

Funding has been received from Tourism Western Australia through their Regional Visitor Centre Grant Scheme of \$19,218.97 towards an infrastructure upgrade of *A Taste of Nannup* building.

As this funding is over \$5,000, Council is required to accept the funding as per Council policy FNC 6.

The Tourism Western Australia funding includes:

- Internal fitout of air-conditioning, shelving, brochure racking, door counter, lighting, desks, filing cabinets, telephone and answer machine, front door and flyscreen.
- Purchase and installation of external signage and A frame sign.
- Purchase and installation of accounting software package.

Council has applied for this grant as only Local Governments and accredited Visitor Centres were eligible.

**COMMENT:**

This funding assists the Nannup Visitor Service to improve the aesthetic appeal of the building and erect signage to increase the visual aspect.

**STATUTORY ENVIRONMENT:** Nil.

**FINANCIAL IMPLICATIONS:**

The total project value is \$38,437.94. In kind and contributing funding will be met by *A Taste of Nannup*.

**STRATEGIC IMPLICATIONS:**

The Shire of Nannup Community Strategic Plan 2013- 2023    *Our Economy* Strategy 2.2 – Tourism and Recreation

**RECOMMENDATION:**

That Council accept the Tourism Western Australia grant of \$19,218.97 to complete the infrastructure project as outlined in the grant agreement.

**VOTING REQUIREMENTS:** Simple Majority.



# **FINANCE & ADMINISTRATION**

AGENDA NUMBER:	12.13
SUBJECT:	<ul style="list-style-type: none"><li>• Acceptance of Shire of Nannup 2014/15 Annual Report</li><li>• Scheduling of an Audit Committee Meeting; and</li><li>• Scheduling of the Annual Meeting of Electors</li></ul>
LOCATION/ADDRESS:	N/A
NAME OF APPLICANT:	N/A
FILE REFERENCE:	ADM 17
AUTHOR:	Tracie Bishop – Manager Corporate Services
REPORTING OFFICER:	Tracie Bishop – Manager Corporate Services
DISCLOSURE OF INTEREST:	Nil
DATE OF REPORT:	24 December 2015
ATTACHMENT:	12.13.1 Annual Report 2014/15 is included as a separate document with this agenda

## **BACKGROUND:**

Section 5.53(1) of the Local Government Act 1995 (the Act) stipulates that a Local Government is to prepare an Annual Report for each financial year. A draft Annual Report has been circulated under separate cover for consideration.

## **COMMENT:**

The Annual Report contains all the statutory information required, including the Annual Financial Statements for the year under review and will also form the main document for scrutiny at Council's Annual Electors Meeting.

As well as the statutory financial statements it includes:

- The Community Statements from the Strategic Community Plan
- A profile of Nannup
- A description of the council's organisational structure
- A review of governance arrangements by the Chief Executive Officer, as required by Regulation 17 of the Local Government (Audit) Regulations 1996

- An Environmental and Social Impact Statement
- A Diversity Statement
- A Financial Report explaining the statutory financial statements and providing a user friendly commentary of the year's performance.

## **STATUTORY ENVIRONMENT:**

Section 5.54(1) of the Act requires that the Annual Report be accepted by 31 December, with an absolute majority vote being required. However, if the auditor's report is not available in time for the Annual Report to be accepted by 31 December section 5.54(2) requires that it be accepted no later than two months after the auditor's report becomes available.

Section 5.27(2) states that a general meeting of electors is to be held on a day selected by the local government, but not more than 56 days after the local government accepts the annual report for the previous financial year. Section 5.29(1) requires that the CEO gives at least 14 days local public notice of the date, time, place and purpose of the meeting.

Assuming that the Annual Report is accepted at today's meeting, it is proposed to hold the Annual Electors Meeting at 5pm Thursday 18 February 2016.

Notice of the availability of the Annual Report is to be given as soon as practical after its acceptance by Council. An advertisement informing electors of the proposed timing of the Electors Meeting has been prepared for The West Australian, which will meet the statutory requirement of the advertising period. It will also be placed in the Busselton Dunsborough Times and appropriate notices will be posted throughout the town site.

Section 7.12A of the *Local Government (Audit) Regulations 1996* states the following in respect to duties of a local government with respect to audits

- (1) A local government is to do everything in its power to —
  - (a) assist the auditor of the local government to conduct an audit and carry out his or her other duties under this Act in respect of the local government; and
  - (b) ensure that audits are conducted successfully and expeditiously.
- (2) Without limiting the generality of subsection (1), a local government is to meet with the auditor of the local government at least once in every year.

- (3) A local government is to examine the report of the auditor prepared under section 7.9(1), and any report prepared under section 7.9(3) forwarded to it, and is to —
- (a) determine if any matters raised by the report, or reports, require action to be taken by the local government; and
  - (b) ensure that appropriate action is taken in respect of those matters.

**POLICY IMPLICATIONS:** Nil

**FINANCIAL IMPLICATIONS:** Nil

**STRATEGIC IMPLICATIONS:** Nil

**RECOMMENDATION:**

That Council:

1. Accept the Annual Report for the Shire of Nannup for the year ended 30 June 2015 as required by section 5.54(1) and 5.54(2) of the Local Government Act 1995.
2. Schedules a meeting of the Audit Advisory Committee meeting to be held on Thursday, 18 February 2016 commencing at 2.45pm in the Council Chambers; and
3. Conduct its Annual Meeting of Electors on Thursday, 18 February 2016 in the Shirley Humble Room commencing at 5.00pm.

**VOTING REQUIREMENTS:**

Absolute Majority decision required for the acceptance of an Annual Report.

AGENDA NUMBER:	12.14
SUBJECT:	Budget Monitoring – November & December 2015
LOCATION/ADDRESS:	N/A
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:	Nil
DATE OF REPORT:	28 January 2015
ATTACHMENTS:	12.14.1 – Financial Statements for the period ending 30 November 2015 12.14.2 – Financial Statements for the period ending 31 December 2015 12.14.3 – Table Showing Detailed Variances for November 2015 12.14.4 – Table Showing Detailed Variances for December 2015

**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 12.14.1 and 12.14.2.

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 outturn 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:**

At this point in the financial year it is difficult to estimate what the fluctuations between budgeted and actual amounts will be within most schedules. Generally most expenditure is expected to be contained within budgets with no major overspends anticipated. Monitoring of all accounts is being occurring on a monthly basis. It is noted that there are trends developing that would indicate movement from anticipated budgeted amounts to expected expenditure and income received.

These trends will continue to be monitored and will be reported on within the annual review of the Budget planned for the February 2016 Ordinary meeting of Council.

The variances that are currently shown remain consistent with those noted in the previous period. For a detailed explanation relating to these variances please refer to the November 2015 Ordinary Meeting of Council Minutes. Below are these variances in category only.

**Expenses**

- Computer maintenance may exceed budgetary spend.
- Running costs associated with CESO vehicle.
- Ranger Services
- Savings within Salaries & Wages.
- Seniors spending is expected to be an overspend.
- Savings within the Planning budget are expected as a result of less reliance on an external consultant.
- Street Lighting expenses are expected to be less than anticipated.
- Local Road Maintenance is expected to exceed budgeted amounts.
- Fuel and Oil expenses however is expected to be considerably lower than anticipated and this will be used to offset the overspend mentioned above.

**Income:**

- General License Fees within health are higher than anticipated.
- Rental income from housing is expected to not meet budgeted levels.
- Mobile bin charges are slightly higher than expected.
- Caravan Park lease fees are higher than original estimate.
- Senior Grant income budgeted within 2015/16 budget is not expected to be received.

Attachments 12.14.3 and 12.14.4 provide detailed breakdowns of income and expenditure incurred within the periods 30 November 2015 and 31 December 2015 and the associated annual budgets. These are broken down into four columns. The annual budget within the schedule, the budgeted year to date figures, actual spend to date and variance between budgeted year to date and actual.

**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 periods ending 30 November and 31 December 2015 be received.

**VOTING REQUIREMENTS: Simple Majority**

<b>AGENDA NUMBER:</b>	12.15
<b>SUBJECT:</b>	Monthly Accounts for Payment - November 2015 + December 2015
<b>LOCATION/ADDRESS:</b>	Nannup Shire
<b>NAME OF APPLICANT:</b>	N/A
<b>FILE REFERENCE:</b>	FNC 8
<b>AUTHOR:</b>	Tracie Bishop – Manager Corporate Services
<b>REPORTING OFFICER:</b>	Tracie Bishop – Manager Corporate Services
<b>DISCLOSURE OF INTEREST:</b>	None
<b>PREVIOUS MEETING REFERENCE:</b>	None
<b>DATE OF REPORT:</b>	24 December 2015
<b>ATTACHMENTS:</b>	12.15.1: Schedule of Accounts for Payment – November 2015 12.15.2: Schedule of Accounts for Payment – December 2015

**BACKGROUND:**

The Accounts for Payment for the Nannup Shire Municipal Account fund and Trust Account funds for the periods 1 November through to 31 December 2015 are detailed hereunder and noted on the attached schedules. These payments 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 is one corporate credit card 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.

**November:**

**Municipal Account**

Accounts paid by EFT	7821 -7945	\$1,010,857.02
Accounts paid by cheque	19937 - 19936	\$25,475.14
Accounts paid by Direct Debit	DD9445-1 to DD9445-8	\$39,086.09
Sub Total Municipal Account		<u>\$1,075,418.25</u>

**Trust Account**

Accounts paid by EFT	7778 - 7779	\$160.00
Accounts Paid by cheque	22791 – 22794	\$320.00
SubTotal Trust Account		<u>\$480.00</u>
<b>Total Payments</b>		<u><b>\$1,075,898.25</b></u>

**December:**

**Municipal Account**

Accounts paid by EFT	7714 -7820	\$759,884.25
Accounts paid by cheque	19918 - 19936	\$27,951.31
Accounts paid by Direct Debit	DD9445-1 to DD9445-8	\$7,397.60
Sub Total Municipal Account		<u>\$795,233.16</u>

**Trust Account**

Accounts paid by EFT		\$0.00
Accounts Paid by cheque		\$0.00
SubTotal Trust Account		<u>\$0.00</u>
<b>Total Payments</b>		<u><b>\$795,233.16</b></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 for the periods November and December 2015 totalling \$1,871,131.41 in the attached schedule be endorsed.

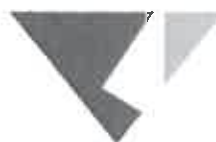
**VOTING REQUIREMENTS:** Simple Majority

- 13. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY  
DECISION OF MEETING**
  - 13.1 OFFICERS**
  - 13.2 ELECTED MEMBERS**
- 14. MEETING CLOSED TO THE PUBLIC  
(Confidential Items)**
  - 14.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED**
  - 14.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE  
PUBLIC**
- 15. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS  
BEEN GIVEN**
- 16. QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN**
- 17. CLOSURE OF MEETING**



## Agenda Attachments

Item	Attach	Title
<b>12.2</b>	1	Shire of Nannup Policy Manual highlighting appropriate amendments (Sent via E-mail)
<b>12.3</b>	1	Shire of Nannup Delegations Register (Sent via E-mail)
<b>12.4</b>	1	Draft Quannup Licence Agreement
<b>12.6</b>	1	Supporting documentation supplied by the applicant in relation to allocation of Dog Exercise areas plus additional submissions received during the advertising period.
<b>12.8</b>	1	Map showing Catholic Church and proposed carpark and access area.
<b>12.11</b>	1	Designs A, B and C
	2	Map of proposed Location
<b>12.12</b>	1	Grant agreement Tourism Western Australia
<b>12.13</b>	1	Annual Report 2014/15 is included as a separate document with this agenda
<b>12.14</b>	1	Financial Statements for the period ending 30 November 2015
	2	Financial Statements for the period ending 31 December 2015
	3	Table Showing Detailed Variances for November 2015
	4	Table Showing Detailed Variances for December 2015
<b>12.15</b>	1	Schedule of Accounts for Payment – November 2015
	2	Schedule of Accounts for Payment – December 2015



**WESTERN AUSTRALIAN  
LOCAL GOVERNMENT ASSOCIATION**

**SOUTH WEST ZONE**

**MINUTES**

**DATE** Friday 27<sup>th</sup> November 2015

**COMMENCING AT** 9.00 am

**VENUE** Shire of Boyup Brook Council Chambers

<b>PROGRAM</b>	9.00 am	Opening & Host Presentation
	9.05 am	Business as per agenda
	10.00 am	Morning Tea
	10.15 am	Meeting resumes
	11.00 am	Presentations
	12.00 am	Lunch

**AGENDA FORMAT**

The agenda is sent in two parts. The first, being the Zone Agenda, the second the State Council Agenda in PDF format.

The State Council Agenda was emailed separately to members

**E R Fisher**  
**Executive Officer**

## Contents

Item	Subject	Page
1	Opening & Announcements	2
2	Attendance and apologies	3
3	Visitors & Elections	4
4	Presentations	5
6	Confirmation of previous minutes	5
7	Business Arising	5
8	Reports	5
9	State Council Agenda	14
10	Zone Status Report	16
11	Financial Reports	18
12	Accounts for payment	19
13	Schedule of meetings	19
14	Closure	20

### 1. Opening

The Zone President opened the meeting at 9.00 am and welcome all present.

## **1a Announcements**

### **Honours Recipients**

The Zone congratulates the following members on their local government awards.

#### Eminent Service Award

Cr M Bennett – President Shire of Dardanup

#### Long and Loyal Service

Cr G Norton – Shire of Capel

Cr P Scallen – Shire of Bridgetown - Greenbushes

#### Local Government Merit Award

Cr C Boyce – Shire of Dardanup

Cr F Papalia – Shire of Dardanup

Cr N Green – Shire of Collie

Cr L Serventy – Shire of Augusta-Margaret River

## **2. Attendance & Apologies**

The following members have been advised to the Executive Officer as the Council delegates and deputies for the forthcoming year

<b>Local Government</b>	<b>Delgate</b>		<b>Deputy</b>	
Shire of Augusta – Margaret River	Cr I Earl		Cr K Kennaught	
Shire of Boyup Brook	CR M Giles		Cr G Aird	
Shire of Bridgetown-Greenbushes	Cr T Pratico			
City of Bunbury	Cr M Steck		Cr M Cook	
City of Busselton	Cr G Henley		Cr J McCallum Cr T Best	

Shire of Capel	Cr M Scott		Cr B Hearne	
Shire of Collie	Cr W Sanford		Cr G Yates	
Shire of Dardanup	Cr M Bennett		Cr P Robinson	
Shire of Donnybrook-Balingup	Cr A Logiudice		Cr F Mills	
Shire of Harvey	Cr T Jackson		Cr P Beech	
Shire of Manjimup	Cr W De Campo		Cr D Bavich	
Shire of Nannup	Cr T Dean		Cr N Steere	

The following attendance is recorded:

<b>Local Government</b>	<b>Delgate</b>		<b>CEO</b>	
Shire of Augusta – Margaret River	Cr I Earl		Mr. G Evershed	
Shire of Boyup Brook	Cr G Aird		Mr. A Lamb	
Shire of Bridgetown-Greenbushes	Cr T Pratico		Mr. T Clynych	
City of Bunbury	Cr M Steck Cr M Cook			
City of Busselton	Cr G Henley		Ms L Rich	
Shire of Capel	Cr M Scott		Mr. P Sheedy	
Shire of Collie	Cr W Sanford		Mr. D Blurton	
Shire of Dardanup	Cr M Bennett		<b>Mr. M Chester</b>	
Shire of Donnybrook-Balingup	Cr A Logiudici		Mr. J Attwood	
Shire of Harvey	Cr T Jackson		Mr. M Parker	
Shire of Manjimup	Cr W De Campo		Mr. A Campbell	
Shire of Nannup	Cr T Dean		Mr P Clarke	
Executive Officer			Mr. E Fisher	

Welcome to new member representatives attending today.

**3. Visitors:**

WALGA: Tim Lane  
Ian Duncan

Other Guests

Mr Scott Hollingworth – Executive Director Community Building and Services  
Ms K McIntyre Directive of Service Delivery

NOTE: Details of available grants have been circulated by Email to CEOs

**ELECTION OF ZONE PRESIDENT AND DEPUTY ZONE PRESIDENT**

The Executive Officer has received the following nominations for the position of Zone President

Cr W Sanford – Shire of Collie

The Executive Officer has received the following nominations for the position of Deputy Zone President

Cr F Mills – Shire of Donnybrook – Balingup – Withdrawn 26 Nov 15

Cr M Scott – Shire of Capel

**ELECTION RESULTS**

The Returning Officer Mr. E Fisher declared the following members elected unopposed:

**President – Cr W Sanford for a period of two years**

**Deputy President – Cr M Scott for a period of two years**

**ELECTION OF ZONE REPRESENTATIVE TO STATE COUNCIL**

Moved	Cr M Giles	Seconded	Cr M Bennett	Carried
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**MOTION**

**THAT**



1. **WALGA be advised of the outcome of the election for the positions of Zone President and Deputy Zone President as follows:**

**President**

**Deputy President**

2. **The Zone representatives are the President and in his absence the Deputy President**

#### **4. Presentations:**

##### **4.1 Host Council Presentation**

Host shires are invited to provide a 15-20 minute presentation on current events affecting their local government area or to arrange an inspection of new or significant facilities of interest to members.

Presentations 4.2 & 4.3 will be held at the conclusion of Zone business commencing approximately 11am.

##### **4.2 Superintendent Hatch - South West District - Briefing on Policing activities**

##### **4.3 Peter Gunson – Wood Encouragement Policy**

#### **6. Confirmation of Previous Minutes**

Moved	Cr. Cr M Bennett	Seconded	Cr Cr. M Scott	Carried
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#### **MOTION:**

***The minutes of the meeting held at the Shire of Augusta Margaret River on 27 August 2015 be confirmed as a true and correct record of the meeting***

#### **7. Business Arising**

Response from DFES regarding training pathways for Volunteers

A report is included in the Agenda.

## 8 Reports

### 8.1 Report by State Council Delegate

Comment on item 5.5 – Cr Sanford advised that he opposed the motion but the motion was carried

### 8.2 State Presidents Report

Previously circulated by Email

#### **WALGA Report**

*Main Roads Amendment Act* has been presented to the parliament. This has implications for Councils

#### Shire of Manjimup

Question - Camps and Caravans Parks legislation as it is will create problems where more than 3 caravans are located on private land. The requirements will create problems for local government in regard to enforcement, management plans and will incur costs for councils.

### 8.3 Annual Program of Topics for Discussion by Councils

A number of approaches have been made to address the Zone meetings and these are listed in the table. The number application received generally exceeds the capacity to accommodate the issues.

Meeting	Original Program	Current Program
February	<u>Law and Order</u>	Proposed NBN Briefing – Proposed TBC Native Title Presentation
May		Native Title Legal Presentation

### 8.5 WALGA Country Zone Training

The City of Bunbury have confirmed they will host training for Elected members and advised they have arranged accommodation in their offices. Intending attendees need to register.

Bunbury	Serving on Council	31 March 2016
Bunbury	Meeting Procedures and Debating	1 April 2016

Bunbury Land Use Planning 19 May 2016

Bunbury Strategy and Managing Risk 20 May 2016

The following registrations have been received.

Dardanup 2

Bridgetown – Greenbushes 3

City of Bunbury 7

#### **8.6 Implications of the South West Native Title Settlement for the SW Zone**

The following letter has been received from Land Equity Legal offering to address the Zone on this topic. The Executive officer has deferred the matter as the Zone had approved a program of presentations taking us through to February 2011. If the Zone wishes to invite a presentation the earliest opportunity will be the May 2016 meeting. A copy of the letter follows on a separate page.

#### **8.7 Research Project Edith Cowan University**

The letter has been received for Sabrina Haines at ECU who is conducting a research project and seeks assistance. A copy of the letter follows on a separate page.

**Note:** The Executive officer is to contact ECU and advise that the Zone supports the project and advises that the research team contact individual CEOs for assistance.

#### **8.8 MOU Emergency Support**

Signed Agreements are requested to the Executive Officer. At this time only three certificates have been received.

**Note:** Member councils were urged to provide certificates to the Executive Officer

#### **8.9 Volunteer Bush Fire Brigades – Training Pathways - DFES**

Moved	Cr. M Bennett	Seconded	Cr. M Giles	Carried
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**That the South West Zone of WA Local Government Association:-**

**Require the Executive Officer write to the WA Local Government Association to request that State Council:**

- a) Seek feedback from all rural Local Governments in Western Australia to assess if this is a state wide issue that is impacting on volunteer bush fire brigades; and**

- b) Refer this matter to the Fire and Emergency Services Commissioner to have the training for structural fires placed further down or removed from the list of prerequisites so that volunteer bush fire fighters can receive the training that they need to be effective and safe bush fire fighters, with the possibility of developing their skills as structural fire fighters later on in their careers if that is their choice.

Report By Mr. M Chester Shire of Dardanup

Background -

On the 28 August the Zone adopted the following resolution:-

**8.11 Volunteer Bush Fire Brigades – Training Pathways – DFES**

Moved	Cr M Bennett	Seconded	Cr M Scott	Carried
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**MOTION**

**THAT the South West Zone of WA Local Government Association:-**

1. Seek feedback from Chief Bush Fire Control Officers in the South West Zone on the issues they face with the DFES Training Pathway prerequisites.
2. Following the 16 Sep 15 meeting a further report be submitted by Mr. M Chester

**Officer Comment (Mark Chester)**

Since the August Zone meeting a number of Chief Bush Fire Control Officers and Training Officers have met to discuss this issue. In addition, there has been an exchange of information with the South West Superintendent of DFES, Mr. Ricky Curtis on the matter.

Mr Curtis has sought changes through the DFES organization and has advised that there is no compromise. This information is included below, being an email from Mr Curtis:-

9/11/2015

As mentioned in previous correspondence, the SW region has been very pro-active through the lobbying the WAFESA (Academy) and the AVFBFB to review some of the issues that have arisen within Pathways, in particular for volunteer bushfire brigades. This has been achieved through the all hazard SW Regional Training Advisory Group (RTAC) which consists of local training coordinators from each LG area and in direct correspondence with senior WAFESA personnel.

I acknowledge the rigid stance this region has taken with regard to adherence to Pathway direction with regard to the requirement for all personnel to meet the entry requirements or pre-requisites for DFES courses and whilst I understand the impacts of this direction has had on our volunteers it has ensured the issues are tabled at very senior levels for consideration. I also note this has triggered the AVFBFB to engage with WAFESA on the matter. Had a bandaid approach been taken these issues would not have been dealt with and we would be exposing ourselves (Supt, DFES and the CEO) to potential risk if an injury or death was to occur. Not to mention the fact that non-adherence to pre-req's could be placing volunteers in situations they are not equipped to deal with in the first instance.

I indicated some senior level consideration of the situation would be taking place; that has occurred and DFES has maintained its position, being the requirement for all personnel to meet the entry requirements or pre-requisites for DFES courses. However, it has also seen the Volunteer Fire Training Advisory Group (VFTAG) be reformed into the Volunteer Pathways Advisory Group (VPAG) which has specific ToR to provide consultation and guidance on the Pathways Project – this is an all hazards group with regional volunteer representatives. The SW region representative is Jim Camplin from Shire of Murray (BFB). I have consulted with some local members of this group regarding local issues within the SW that can be tabled at the next meeting (February 2016).

There is also an intention for WAFESA to review how it provides driver training; this will likely solve the current issue where driving courses have an entry requirement of structural courses thus making these courses more available to our volunteers. The FCO course is another course that has some complications; many LG's require Ranger's and other staff to undertake the FCO role with regard to the issuing of permits during restricted periods. Currently an extensive operational background and competency level is required as an entry requirement for this course which in most instance excludes some critical Shire personnel from a DFES course. This will also likely be addressed by WAFESA and VPAG.

From my perspective here in the SW region the VPAG is the key to ensuring volunteers are heard and issues are dealt with in a consultative manner; managing a whole of organisation product in a region by region or boutique manner will not address the wider issues and will not provide robust resolutions for all. My assurance is that we will continue to support our volunteers with regard to training through open and honest consultation at the SW RTAC and through our SW representative at VPAG. We will however, need to adhere to Pathways requirements for DFES courses noting some amendments may be in place for the 2016 training calendar.

Finally, if you are not aware DFES will soon be migrating its manual training management system to an electronic platform – Enterprise Training Management System (ETMS) which will provide far greater access to training records for individuals and brigades, it will also provide an electronic system for course application. This will also regulate the need for entry requirements and pre-requisites to be met as it will not show a course as available to the individual if they do not hold the pre-req.

Pathways is a significant project that is designed to provide an all hazard training pathway; I acknowledge it is not without its challenges for our volunteers who just want to do their best and train when they are able to. The issue is where DFES must comply with its requirements under the RTO status; this causes a certain level of rigidity within the product with the overarching intent being to maintain the safety of its personnel through a systematic training program.

I know that's war and peace but a topical and sensitive issue it is; I will continue to work with all key stakeholders within DFES, the brigades and the Assoc to orchestrate the best possible outcome for all.

Pls call to discuss if required.

Regards

Ricky Curtis | Superintendent | South West Region | Operations Command

#### Further comment

The Shire of Dardanup adopted the following recommendation from the Dardanup Bush Fire Advisory Committee meeting on the 4 November 2015:-

THAT Council requests the Chief Executive Officer to:

1. Collate the resolved positions of member South West Zone of WA Local Government Association Councils with regard to Bush Fire Brigades dissatisfaction with the Pathways Training Program.
2. Report to the South West Zone of WA Local Government Association recommending that the Executive Officer request that State Council:
  - a) Seek feedback from all rural Local Governments in Western Australia to assess if this is a state wide issue that is impacting on volunteer bush fire brigades; and
  - b) Refer this matter to the Fire and Emergency Services Commissioner to have the training for structural fires placed further down or removed from the list of prerequisites so that volunteer bush fire fighters can receive the training that they need to be effective and safe bush fire fighters, with the possibility of developing their skills as structural fire fighters later on in their careers if that is their choice.

A request has been made to South West Local Governments to gauge brigade feedback on the Pathways, whether they are satisfied or dissatisfied with the pre-requisites that are required to be followed.

The following comment was received from the Chief Executive Officer of the Shire of Bridgetown Greenbushes:-

**"We agree with the Dardanup Shire's comments. Some of the emergency services vehicles have conditions on their licence that they are to be operated by trained personnel when driven under emergency conditions, so we can be held to account if they have an accident if driving with lights and/or sirens going.**

There would be less than 10 volunteers within the Shire of Bridgetown-Greenbushes that have completed the required Structural Fire Fighting course, nor has it been encouraged as they don't have the appropriate resources or vehicles to undertake structural fire fighting."

Further, the WALGA has taken up the cause and is making enquiries with DFES. At the time of compiling this report a response was not received, however I am aware that WALGA staff are working on the issue, information will be made available when to hand.

Reference to potential risk, injury or death is acknowledged and no one wants to place any fire fighter or emergency officer in a situation where they may risk injury or death. Basic training of volunteers requires them to assess situations that they are faced with and we trust that they would make the right decision not to engage themselves in an incident that put's themselves or others at risk, knowing what their capabilities are.

As referred Mr Curtis has advised that the Pathway pre-requisites are not changing, albeit that there may be some minor changes in 2016.

It is recommended that the Zone adopt the Shire of Dardanup resolution, part 2 a) and b) as above, and refer the matter to State Council to take up on behalf of members.

The Shire of Harvey has provided the additional advice

The Bush Fire Advisory Committee of 16th November 2015 and was confirmed at the Ordinary Council Meeting on the 17th November 2015 the following resolution:

“That Council is dissatisfied with the current Pathways Training Program for Volunteer Bush Fire Brigades administered by the Department of Fire and Emergency Services noting the following:

The Pathways Training Program (Program) is more relevant to Volunteer Fire and Rescue Brigades operated by Department of Fire Emergency Services with some prerequisite training being inappropriate for Volunteer Bush Fire Brigades e.g. structural firefighting, AIMS course prior to driver training.

The Program is flawed in that the training schedule does not flow in time with requirements to introduce a new brigade member then progress training in steps with experience.

The modules are based more on urban/metropolitan fringe brigade operations rather than rural and Volunteer Bush Fire Brigades.

The program is being imposed by the Department of Fire Emergency Services with no relevant consultation with Brigade volunteers and when feedback has been provided this has not been valued.

The training program results in volunteers receiving less accreditation for the same training on the same day than State Government Agency staff. (The Chief Bush Fire Control Officer received Department of Fire Emergency Service's code accreditation and Department of Fire Emergency Services/ DPaW staff received National accreditation).”

**Discussion**

Mr. Campbell advised that there were two fire zones in the SWZ and this was not an issue for his Council as this was not a requirement.

It was mentioned that this may be the differing interpretations of the DFES staff involved.

The Zone President will take this up as a matter of urgency with the CEO of WALGA

Mr. Parker advised that the local volunteers were most dissatisfied with the ruling

WALGA Representatives advise this matter has been passed to Alison Hales for action.



## LAND EQUITY LEGAL

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1 July 2015

Mr Eliot Fisher  
Executive Officer  
South West Country Zone

By Email: [erfisher@iprimus.com.au](mailto:erfisher@iprimus.com.au)

Dear Mr Fisher,

### **Implications of the South West Native Title Settlement for Local Government-Zones' presentations**

I am a native title lawyer and have acted for a variety of WA local governments and Victorian local governments.

During this year I have given presentations about the implications for local government of the Noongar South West Native Title Settlement to three Zones. I presented to the Avon-Midland Zone in February and to the Great Eastern Country Zone and Central Country Zone last week at their meetings.

John Catlin, the Acting Director General of the Department of Premier and Cabinet, attended at the Great Eastern meeting with his team and pointed out that the ILUA had now been signed by the 6 Noongar groups and the State Government. It needs to be registered by the National Native Title Tribunal and is expected to be fully operational by about mid- 2016.

The State also said that in the coming 12 months it will be liaising with South West local governments to consult with them about any competing land needs or other views on the proposed freehold land grants to be made to a Noongar land trust. That land comprises surplus Government lands, unallocated Crown land, unvested reserves and Aboriginal Lands Trust lands. The State is also granting Crown land access licences to Noongars to legally enable them to enter onto certain categories of Crown lands to conduct traditional activities such as camping and ceremonies.

The Aboriginal heritage procedures in the ILUA are now operational and the Government strongly recommends that local government consider entering into the Noongar Standard Heritage Agreement (attached as part of the ILUA) or making suitable alternative arrangements with the relevant Aboriginal Corporations that are to be set up.



*Assistance*

I have told the 3 Zones that Land Equity Legal is able to assist the Zone(s) and individual Councils in handling the “roll out” of the settlement in the coming months and into the future.

Some next steps could include.

1. the Zone(s) deciding a joint position on the settlement (for example, looking to engage in the roll out of the settlement and ensuring that local government interests and obligations are properly catered for) and letting the State, the relevant Noongar groups and the South West Aboriginal Land and Sea Council (SWALSC) know what that position is and starting the engagement dialogue;
2. starting to consider a local government version heritage agreement (perhaps using a previous local government version that we did with the Zones as a benchmark);
3. reviewing the terms for the proposed Crown land use licences and freehold land grants for each member Council area; and
4. seeing if the neighbouring Zones wish to join in the process. At last week's Zone meetings I raised the prospect of the 3 Zones-Great Eastern Country Zone, Central Country Zone and the Avon-Midland Zone-working together on this and perhaps creating a sub-committee made up of say 1 representative from each Zone, the 3 Executive Officers and myself.

I am interested to know if the South West Country Zone would like for me to attend and give a free presentation at the next Zone meeting?

I will give you a call in the next week to discuss this proposal

Yours sincerely,

*Marcus Holmes*

**Marcus Holmes**  
Principal  
Land Equity Legal

*Copy by email to President Cr Wayne Sanford, Shire of Collie*



Dear Mr Fisher

Edith Cowan University would like to support the region by working in partnerships with local organisations to provide opportunities for students to undertake more regional training delivery. To enhance this growth we commenced a research project to explore the feasibility of developing and offering a number of new post graduate qualifications at the South West Campus. These projects have a strong focus on community development and professional practice in regional and rural areas and are part of a broader initiative to establish a Centre for Research in Interdisciplinary studies at the South West Regional Campus.

**SOUTH WEST CAMPUS**

585 Robertson Drive, Bunbury  
Western Australia 6230  
☎ 134 326

[www.ecu.edu.au](http://www.ecu.edu.au)

ABN 54 361 485 361 CRICOS IPC 00279R

One of the new post grad qualifications we are currently exploring is Community Development in Regional and Rural Context. A key focus of such a course would be the social impact in Regional and Rural Communities of a set qualification within this arena. It is proposed that this Certificate would consist of three units and can be articulated into a Post Graduate Diploma and Masters Programs. Furthermore, we see this program leading to a Professional Doctorate in Regional and Rural Community Development. The course will be offered on-line to attract students from a diverse range of areas and backgrounds. It is also proposed that students be given credit for the years of work they have already undertaken within the community sector. It is proposed that the three commencing units have a focus on capacity building, sustainability and management skills.

An important aspect of the project is to work with relevant industry sectors to identify the level of demand for qualification in this area. If the demand is established then the next phase of the project is to involve industry in the development of appropriate and relevant curriculum.

This letter is to seek your input as an employer within the region. Would you consider supporting your employees by offering this program to them? Could your current employees benefit from this type of program? How can this university work with you to fill some of the gaps in Skillsets of your current employees within this area? Preliminary discussions with the South West Development Commission and Regional Training Australia are very encouraging and we are currently in discussion with the Resources and private sector agencies. Edith Cowan University prides itself on its ability to develop local networks and support in the development of the region. We would like to encourage you to deeply consider this type of training for your employees to enhance the already excellent service that is being offered to the community.

If you wish to discuss this project further please contact my Research Assistant, Sabrina Haines on 97807266 or alternately you can contact me on 97807777.

Regards



Dean

Edith Cowan University

**NOTE:**

EO will write to ECU advising of the SWZs support for the proposal and inviting ECU to contact each member council directly.

**9. State Council Agenda**

<b>5. MATTERS FOR DECISION</b>	<b>6</b>
5.1 Local Government Rating (05-034-02-0015 TL)	6
5.2 Policy Options to Increase Elected Member Training (05-034-02-0015 TL)	16
5.3 State Budget Submission 2016-17 (05-088-03-0001 PS)	24
5.4 Submission to the Select Committee into the Scrutiny of Government Budget Measures on Infrastructure Financing (05-088-03-0001 PS)	45
5.5 Infrastructure WA Advisory Group (05-001-03-0018 ID)	67
5.6 West Australian State CCTV Strategy Consultation (05-019-03-0009 JH)	71
5.7 Interim Submission – Building Commission’s Discussion Paper about ‘Instant	

	Start' (05-015-01-0003 VJ) .....	108
5.8	Interim Submission to WA Planning Commission – Draft Liveable Neighbourhoods (05-047-02-0007 VJ) .....	125
5.9	Revised Draft State Planning Policy 3.7: Planning in Bushfire-Prone Areas (05-024-02-0056 CG) .....	141
5.10	Interim Submission to the WA Planning Commission: Peel Region Scheme Floodplain Management Policy (05-036-03-0028 CG).....	151
5.11	Interim Submission on the Heritage Bill 2015 (05-036-03-022 NH).....	158
5.12	Interim Submission on the Emissions Reduction Fund Safeguard Mechanism (05-028-03-0016 LS) .....	163
 <b>6. MATTERS FOR NOTING /</b>		
	INFORMATION .....	172
6.1	Report Municipal Waste Advisory Council (MWAC) (01-006-03-0008 RNB).....	172
6.2	Update on Energy Efficient Street Lighting (05 028 04-0006 LS).....	196
6.3	Successful Advocacy for Faster Native Vegetation Clearing Permit Processing Times (05-095-03-0001 JB) .....	199
6.4	Local Government Audits (05-068-02-0001 WFS) .....	202
6.5	City of Perth Bill (05-034-01-0015 TL) .....	206
6.6	Local Laws and the Parliamentary Process (05-034-01-0007 JMc).....	209
6.7	Parliamentary Committee Review, Development Assessment Panels (05-047-01-0016 CG) .....	211
 <b>7. ORGANISATIONAL REPORTS.....</b>		
<b>7.1 Key Activity Reports.....</b>		<b>222</b>
7.1.1	Report on Key Activities, Environment and Waste Unit (01-006-03-0017 MJB) .....	222
7.1.2	Report on Key Activities, Governance and Organisational Services (01-006-03-0007 TB) .....	224
7.1.3	Report on Key Activities, Infrastructure (05-001-02-0003 ID) .....	228
7.1.4	Report on Key Activities, Planning and Community Development (01-006-03-0014 AH).....	231

7.2	Policy Forum Reports.....	236
7.2	Policy Forum Reports (01-006-03-0007 TB).....	236

Moved	Cr. M Steck	Seconded	Cr. Cr T Pratico	Carried
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## **MOVED**

**THAT the recommendations with the exception of items 5.1, 5.7 & 6.4 be endorsed**

## **9.2 Agenda Items for amendment**

### **MOTION**

**THAT:**

**WALGA be advised the Zone strongly opposes the the introduction of Compulsory Competitive Tendering (CCP) were it ever to be considered. (WALGA item 5.1)**

Moved	Cr. W DeCampo	Seconded	Cr. I Henley	Carried
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### **MOTION**

**THAT:**

**WALGA recommendation 5.7 be endorsed**

Moved	Cr M Bennett	Seconded	Cr. M Steck	Carried
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## **9.3 Asset Valuations and Depreciation**

Moved	Cr. W De Campo	Seconded	Cr. I Henley	Carried
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**THAT:**

**The WALGA be requested to lobby the Minister for Local Government and the Department of Local Government and Communities (DLGC) to initiate a standardised approach to the way asset valuation and depreciation expense is applied across the WA Local Government sector. This includes but is not limited to the following:**

***A common methodology or framework being established to consistently identify and determine “fair value” of Local Government assets;***

***A common methodology or framework being established to determine consistently how and at what rate various asset types are depreciated; and***

***A review of the way asset ratios are applied by the Department of Local Government and Communities as an indicator of current and future viability.***

## **Report**

- Shire of Manjimup unfairly targeted by the DLGC via the Minister engaging our auditors due to deficits showing the Statement of Comprehensive Income and deficiencies in our Operating Surplus Ratio, Asset Sustainability Ratio and Asset Renewal Ratio;
- Deficits are attributable to the Shire of Manjimup applying “Fair Value” since 1997 to the value of assets and the depreciation expense that is incurred. Road Infrastructure assets are the primary cause of the deficits in the Statement of Comprehensive Income and deficient ratios (SoM Roads \$450M currently depreciated to \$252M);
- “Fair Value” has replaced “At Cost” asset valuation methodology for roads in 2014/15. The value of Local Government assets and consequent depreciation expense will impact significantly in 2015/16 onward;
- Examples of valuation changes to roads in 2013/14;

City of Wanneroo – Road valuation increase 54%

City of Stirling - Road valuation 143% now exceeding \$1b; and Shire of East Pilbara - Road valuation increase 178%

- Depreciation is a non-cash item that has no influence on the ability of Local Government to make repayments for loans or undertake normal operational expenditure
- Currently the DLGC is relying on the inconsistent application of asset valuation methodology to demonstrate a lack of sustainability in selected local government organisations. This simplistic approach is fundamentally flawed in that the DLGC is not comparing “like with like” in measuring Local Government in WA; and
- Another factor that demonstrates the DLGC simplistic view in relation to the operating position, it does not take into account new capital assets produced by capital grant income by a Local Government contained within the Statement of Comprehensive Income. These new assets will increase the overall asset value of an organisations and have a future depreciation effect potentially making the position of existing assets worse in future equity statements whilst hiding the true current position.

10 Zone Status Report for November 2015

Zone	Agenda Item	Zone Resolution	WALGA Response	Up-date	WALGA Contact
Sth West C	2015 June 26 Zone Agenda Item 8.7 SAI Global – Australian Standards – Subscription Costs	That the South West Zone of WALGA request the most cost effective solution for Local Governments to maintain up to date Australian Standards that apply to the activities that Local Governments are required to administer, apply to the organisation and advice given to contractors and the community. That this item be retained on the Zone Status Report to ensure it is pursued in a timely manner. The Minister be asked to intervene to ensure this matter is brought to a speedy conclusion.	WALGA's Procurement team is currently investigating this issue and findings will be reported back to the sector in due course.	November 2015	Paul Schollum Policy Manager Economics 9213 2096 <a href="mailto:pschollum@walga.asn.au">pschollum@walga.asn.au</a>
Sth West C	2015 April 23 Zone Agenda Item 7 Clearing of Native Vegetation WAPC Policy alignment with DER Clearing Policy	That this item be retained on the Zone Status Report to ensure it is pursued in a timely manner. The Minister be asked to intervene to ensure this matter is brought to a speedy conclusion.	The Association met with the Director General of the DER in June. The Department of Environment Regulation is working with the Department of Planning to streamline a range of policies and approvals and remove duplication and inconsistencies. Further updates on this streamlining will be provided as they occur.	November 2015	Mark Batty Executive Manager Environment and Waste 9213 2078 <a href="mailto:mbatty@walga.asn.au">mbatty@walga.asn.au</a>
Sth West C	2015 April 23 Zone Agenda Item 7 Clearing of Native Vegetation WAPC Policy alignment with DER Clearing Policy	That this item be retained on the Zone Status Report to ensure it is pursued in a timely manner. The Minister be asked to intervene to ensure this matter is brought to a speedy conclusion.	The Association met with the Director General of the DER in June. The Department of Environment Regulation is working with the Department of Planning to streamline a range of policies and approvals and remove duplication and inconsistencies. Further updates on this streamlining will be provided as they occur.	November 2015	Mark Batty Executive Manager Environment and Waste 9213 2078 <a href="mailto:mbatty@walga.asn.au">mbatty@walga.asn.au</a>
Sth West C	2015 February 27 Zone Agenda Item 8.4	That WALGA: 1. Note the significant restrictions to economic, trails and tourism development that	This issue is still being investigated by WALGA and will report back when further information is available.	November 2015	Jodie Holbrook Policy Manager Community 9213 2044

Brookfield Rail – Service Road Access – Shire of Bridgetown Greenbushes	<p>exists due to Brookfield Rails refusal to allow Local Governments (LG's) to access the service roads adjacent to rail lines within the railway corridors for trails, events and activities.</p> <p>2. Note that Brookfield Rail is refusing to discuss with LG's any opportunity to enter into a legal agreement with regard to LG's taking liability of such developments.</p> <p>3. Note the existing anomalies of unmitigated risk that exist due to existing use of land leased by Brookfield in relation to private access to farms and unsanctioned use of access tracks and request WALGA participate in resolving these challenges with a whole of sector approach.</p>			<a href="mailto:iholbrook@walgga.asn.au">iholbrook@walgga.asn.au</a>
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# 11. Financial Report

## **SOUTH WEST ZONE WA LOCAL GOVERNMENT ASSOCIATION**

### **FINANCIAL REPORT FOR THE PERIOD ENDING 31 OCTOBER 2015**

DETAILS	2015/16 ANNUAL BUDGET \$	2015/16 ACTUAL \$
<b>Opening Funds at 1 July</b>	<b><u>11,450</u></b>	<b><u>13,211</u></b>
<b><u>Revenue</u></b>		
Interest on Investment	50	0
Member Council Contributions	6,600	7,200
<b>Total Revenue</b>	<b>6,650</b>	<b>7,200</b>
<b><u>Expenditure</u></b>		
Secretarial Service	(7,000)	(1,400)
Secretarial Service Creditor 2014/15	(0)	(1,400)
Miscellaneous Expenses	(100)	(25)
<b>Total Expenditure</b>	<b>(7,100)</b>	<b>(2,825)</b>
<b>Surplus (Deficit) for Period</b>	<b>(450)</b>	<b>4,375</b>
<b>Closing Funds at 31 October</b>	<b>11,000</b>	<b>17,586</b>

#### **Cash at Bank at 31 October 2015 Represented By:**

Cheque Account	\$6,050	
Term Deposit 1.5% - Holding Investment	\$11,536	\$17,586
<b>Funds Available at 31 October 2015</b>		<b>\$17,586</b>

## 12. Accounts for payment

Executive Officer

\$1400

Moved	Cr M Giles	Seconded	Cr M Scott	Carried
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### MOTION:

**That the financial report be received and accounts be approved for payment**

## 13. Schedule of meetings 2016

<b>PREFERRED DATES FOR ZONE MEETINGS</b>	<b>Proposed Date for SWZ Meeting</b>	<b>STATE COUNCIL MEETING DATES 2016</b>
Friday 19 Feb to Friday 26 Feb	<b>Friday 26 Feb 2015 Shire of Bridgetown - Greenbushes</b>	<b>Wednesday 2 March</b>
Friday 22 April to Friday 29 May	<b>Friday 27 May 2015 City of Bunbury</b>	<b>Regional Meeting (Murchison) 5-6 May</b>
<b>N/A</b>		<b>Special Meeting Budget Adoption Wednesday 8 June</b>
Friday 24 June to Friday 1 July	<b>Friday 24 June 2015 City of Busselton</b>	<b>Wednesday 6 July</b>
Friday 26 Aug to Friday 2 Sep	<b>Friday 26<sup>th</sup> August Shire of Capel</b>	<b>Regional Meeting (Avon-Midland) 8-9 September</b>

Friday 25 Nov to Friday 2 Dec	<b>Friday 25<sup>th</sup> November</b> <b>Shire of Collie</b>	<b>Wednesday</b> <b>7 December</b>
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#### **14. Closure**

The President thanked members for their attendance and the Shire of Boyup Brook and their staff for the hospitality extended to the Zone delegates.

The meeting was concluded at 12 noon followed by luncheon.

## WBAOC BOARD MEETING 5.30PM 1<sup>ST</sup> DECEMBER, 2015 - NANNUP

**Meeting Opened: 5.30pm**

1. **Present:** Tim Clynch, Andrew Campbell, Cr. Tony Pratico, Louise Kingston, Cr. Bob Longmore, Peter Clarke, Cr. Dean Bavich, Cr. Wade DeCampo, Cr. John Nicholas, Cr. Tony Dean
2. **Guests:** Billy Wellstead, SWDC
3. **Apologies:** Nil
4. **Minutes of Previous Meeting** (held in Manjimup on 6<sup>th</sup> October, 2015)  
Cr. W. DeCampo/Cr. B. Longmore

**Passed**

**Business Arising: Nil**

5. **Correspondence (as circulated) accepted:** Cr. W. DeCampo/Cr. D. Bavich  
Request for attendance to Christmas functions by Colin Holt and Adele Farina by EO requested: Approved
6. **Discussion – Alliance Chair**  
The Constitution allows for Cr. Tony Pratico to continue as Chair. Cr. John Nicholas was asked if he wanted to fill the Chairman's position, to which he declined.  
**Motion: Cr. W. DeCampo/Cr. Bob Longmore** that Tony Pratico be retained as Chairman. **Passed**

### 7. **EO Reports**

#### 6.1 **Wood in Focus:**

The Report provided was discussed. The EO explained that the next step was for a 'Timber Industry Development Strategy' to be created, highlighting the gaps in the Industry and opportunities and strategies to develop the Industry relevant to the evolving products and projects in the Eastern States and Overseas.

The EO requested to assist with the development of the Strategy.

The Board felt that sufficient assistance had been provided over the years and that Alliance should not assist.

#### 6.2 **LTO Project**

Tim questioned the change in name for the project and advise the Alliance needed to formally change the name.

**Motion: Cr. Wade DeCampo/Cr. Tony Pratico** that the name of the project be changed to Local Tourism Project (LTO) **Passed**

A copy of the Final Draft for the Consultant was circulated to Members.

**Motion: Cr. Wade DeCampo/Cr. Tony Dean** that the EO liaise with the three CEO's and feedback be provided by Friday 11<sup>th</sup> December on any further changes. An out of session approval to endorse the Brief to then be organised. **Passed**

**Closing Date on Brief to be changed to 20<sup>th</sup> January. 2016**

#### 6.3 **Environmentally Sensitive Areas (ESA's)**

Cr. W. Decampo advised that the meeting with Cliff Winfield, himself and the EO had taken place and no further action would be required.

The EO advised that the affected Land holder had now secured the assistance of Senator David Johnson, who is also a successful Lawyer in this area.

**6.4 Strategic Plan**

The Plan had been circulated to Members for comment but Peter Clarke requested the Plan be finalised before comments are provided.

The EO will circulate once Charles Jenkinson from RDA Southwest has finalised. Date on Plan to be changed to 2016-2021

**6.5 Invite to Mark McGowan**

A response was received that Mark McGowan would be unable to attend the December meeting, which Members had been advised.

The EO advised a follow up Email had been sent with the dates of the meetings in February and April and a request for other dates if these were not suitable.

**6.6 Issues with Bushfire management:**

A discussion was held and the Board decided that sufficient information was been provided and no further action was required by the Alliance.

**6.7 Member Titles:**

It was decided by the Board that the Members before referred to a Cr. in the Alliance documents.

**6.8 Changes to the Caravan and Camping Act**

The EO has requested a copy of the WALGA submission and will circulate when received.

The date for submissions has now closed, so no further action is required at this time.

**Executive Officers Work Report:**

**7.1 2015 Review:**

The Review to be conducted in January, prior to the next meeting.

**7.2 New Contract:**

To be renewed following the Review

**7.3 Work Records: Cr. W. DeCampo/Cr. J. Nicholas**

**8. Status of Other Key Regional Issues inc:**

- **Royalties for Regions:** Nil.
- **Trails Project:** Awaiting advice on Lotterywest application.
- **Other Key Regional Issues:** The changes to the Electoral Boundaries have been announced. The name has been retained as Warren Blackwood for the Lower House and the area has been extended to include the former Plantagenet area and Donnybrook Balingup moving to the Collie Preston area.
- **Biomass Plant:** Synergy is assessing the EOI's received for the supply of renewable energy. A Tender process will then be undertaken.

**9. Finance Report passed: Cr. W. DeCampo/Cr. T. Dean**

**Passed**

Tim to follow up Bridgetown's contribution payment

**10. General Business:**

**Local Government Asset valuations and deprecation:** Andrew advised that the new methodology applied had caused the DLG to request the Auditors undertake an investigation on why the Manjimup Shire had reported a loss. The loss relates to Road depreciation. Other Shires will be affected in the 2015/16 year.

**Meeting Closed: 7.01pm**

**Next meeting: 2nd February, 2016 - Manjimup**

**BLACKWOOD RIVER VALLEY MARKETING ASSOCIATION INC.**

**COMMITTEE MEETING**

**Wednesday 9 December at Bridgetown Council Chambers**

**Meeting opened:** Tom Oversby welcomed members present and declared the meeting open at 10.10am.

**Present:** Shirley Broadhurst, BB Tourism Rep; Jan Retallack, Hon. Secretary; Tom Oversby, Boyup Brook Shire Rep. Louise Stokes, Nannup CDO; Deb Vanallen, D-B CDO; Christine King, Balingup/Greenbushes rep; Keri Tripp, BVWIA

**Apologies:** Dariel Hodgins, Bridgetown VC; Billy Wellstead, SWDC; Cate Stevenson, Nannup Shire Rep, Keri Tripp (for late attendance)

**Minutes of previous meeting:**

Shirley Broadhurst moved that “*minutes from meeting dated 11 November 2015 be accepted as tabled*” 2<sup>nd</sup> Tom Oversby Carried

**Business Arising:**

- **Mobile responsive website** -. Letter of thanks has been forwarded to Pam
- **Grants submitted** – still waiting for results of grant applications from SWDC (this week) and FRRR
- **Bob Longmore** – letter of thanks has been forwarded.
- **Keri Tripp arrived and assumed the chair.**
- **Shire Representative from Bridgetown** – Discussion was again held on this topic. Bridgetown is the only town without council representation on the BRVMA committee. **Action:** Letter to be sent to Tim Clynych (CEO) requesting a council representative be nominated.
- **Meeting Schedule for 2016**

January	no meeting (email if required)
February	Bridgetown
March	Nannup
April	Bridgetown
May	Bridgetown
June	Balingup
July	Bridgetown
August	Bridgetown
September	Boyup Brook
October	Bridgetown
November	Bridgetown
December	Greenbushes

Meetings to be held 2<sup>nd</sup> Wednesday of the month at 10am.
- **Blues at Bridgetown Stall** – Raffle supported by Bridgetown and Boyup Brook businesses, with 1 Nannup business. \$370 raised. Winner was Alan Lloyd of Wilgarup

- **Map and Gap** – still to be completed. Members list to be forwarded to Visitor Centre managers to assist with this.
- **Sculpture Trail** – Jan met with BVAA committee to discuss and ask for representative to sub-committee be nominated. Will discuss and advise us after their next meeting.

**Correspondence:** Correspondence be accepted as tabled Moved Keri Tripp, 2<sup>nd</sup> Deb Vanallen  
Carried

**Treasurer's Report:** Balance as at 7th December \$2650.67  
Tom Oversby moved that "*Treasurer's Report be accepted as previously distributed*". 2<sup>nd</sup> Keri Tripp Carried

#### **Visitor Centre/Tourism Association Reports**

Written reports were received from Nannup and Boyup Brook

Deb Vanallen presented the Balingup Tourism Report.

Event held instead of Garden Expo – decorated recycled chairs, displayed in main street and silent auction held. Raised \$900. Grant- Donnybrook-Balingup received a \$7000 Lotterywest Grant for their Summer Film Festival. Balingup maps will be available before Christmas. Bunbury-Wellington and Boyup Brook LTO documents will be available for comment in the new year.

#### **General Business:**

- **Public Liability and Volunteer Insurance Renewals:** Renewal for full term is \$1202.97. Quote for payments by instalments – monthly basis \$108.92, by direct debit only. Tom Oversby moved that "*Insurances be paid in full*" 2<sup>nd</sup> Keri Tripp Carried
- **Boyup Brook Country Music Festival – Street Festival** – application form for this has been submitted, along with request for reduced stall fee. Louise Stokes and Christine King have volunteered to man a shift on the stall. Balingup and Nannup operators to be approached to donate goods for raffle. Lolly jar (guess the number) also suggested. No brochure racking will be held in 2016, rather generic envelopes for each town.
- **Membership** – stands at 42 (2<sup>nd</sup> reminder has been sent out). Overdue member benefits cease at the end of February.
- **Organic Gardens Trail** – information received from the Margaret River Trail was discussed and we agree to explore this further. *Action: Jan Retallack to invite organisers to attend our meeting in February.*
- **Regional Map** – Sponsorship funds of \$500 have been received from Talison Lithium. Sponsorship also available from RAC. Members will be listed on map for free. Advertising spaces will be available (business card size)

**Next meeting will be held on Wed. 10<sup>th</sup> February in Bridgetown Council Committee Rooms 10am**

**Meeting closed at 12.15pm**



## TABLE OF CONTENTS

<b>1. DEFINITIONS AND INTERPRETATION .....</b>	<b>1</b>
1.1 DEFINITIONS .....	1
1.2 INTERPRETATION.....	3
<b>2. GRANT OF LICENCE .....</b>	<b>3</b>
2.1 GRANT OF LICENCE .....	3
2.2 NO ESTATE OR INTEREST IN LAND .....	3
<b>3. TERM AND LICENCE FEE .....</b>	<b>4</b>
3.1 TERM.....	4
3.2 FURTHER TERM.....	4
3.3 LICENCE FEE.....	4
<b>4. LICENSEE'S COVENANTS .....</b>	<b><u>54</u></b>
4.1 COVENANTS WITH LICENSOR.....	<u>54</u>
<b>5. INDEMNITY, RELEASE AND INSURANCE .....</b>	<b><u>65</u></b>
5.1 INDEMNITY AND RELEASE .....	<u>65</u>
5.2 INSURANCE.....	7
<b>6. TERMINATION OF LICENCE .....</b>	<b><u>87</u></b>
6.1 DEFAULT .....	<u>87</u>
6.2 LICENSOR'S RIGHT TO ENTER AND TO REMEDY .....	9
<b>7. REMOVAL OF PROPERTY ON EXPIRY OR TERMINATION.....</b>	<b>10</b>
7.1 OBLIGATION TO REMOVE PROPERTY AND RESTORE .....	10
7.2 FAILURE TO REMOVE.....	10
<b>8. NO ASSIGNMENT .....</b>	<b><u>1140</u></b>
<b>9. GENERAL PROVISIONS .....</b>	<b>11</b>
9.1 DUTY .....	11
9.2 FEES AND CHARGES.....	11
9.3 NOTICES.....	11
9.4 EFFECT OF WAIVER .....	12
9.5 GOVERNING LAW .....	12
9.6 VARIATION .....	12
<b>10. GOODS AND SERVICES TAX .....</b>	<b>12</b>
10.1 DEFINITIONS .....	12
10.2 LICENCE FEE EXCLUSIVE OF GST .....	12

10.3	LICENSEE TO PAY GST .....	12
10.4	VARIATION OF GST .....	<del>13</del> <sup>12</sup>
10.5	TAX INVOICE .....	<del>13</del> <sup>12</sup>
10.6	NOTIFICATION IS CONCLUSIVE .....	<del>13</del> <sup>12</sup>
10.7	TIME FOR PAYMENT .....	13
10.8	APPORTIONMENT OF GST .....	13
<b>SCHEDULE .....</b>		<b>14</b>

THIS DEED OF LICENCE is made on the    day of

2015

BETWEEN

**THE STATE OF WESTERN AUSTRALIA ACTING THROUGH THE MINISTER FOR LANDS**, a body corporate under the *Land Administration Act 1997*, care of Department of Lands, 140 William Street, Perth, Western Australia 6000 (**Licensor**)

AND

**SHIRE OF NANNUP** of 15 Adam Street, Nannup, Western Australia 6275 (**Licensee**)

#### **BACKGROUND**

- A. The Licence Area is a portion of Crown land. Crown land is administered by the Minister through the Department on behalf of the State of Western Australia.
- B. The Licensee wishes to have access to the Licence Area for the Permitted Use.
- C. The Minister on behalf of the State of Western Australia is authorised by section 91 of the LAA to grant a licence of Crown land for any purpose.
- D. The Licensor has agreed to grant to the Licensee the Licence in respect of the Licence Area on the terms and conditions and for the Permitted Use set out in this Licence.

#### **OPERATIVE PART**

The Parties covenant and agree on the matters set out above and as follows:

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#### **1. DEFINITIONS AND INTERPRETATION**

##### **1.1 DEFINITIONS**

In this Licence the following terms shall have the following meaning:

**Approved Determination of Native Title** has the same meaning as in the NTA.

**Contamination** is the state of being contaminated as that term is defined in the CSA.

**CSA** means the *Contaminated Sites Act 2003*.

**Date of Commencement** means the date of commencement specified in item 2(b) of the Schedule.

**Date of Expiry** means the date of expiry specified in item 2(c) of the Schedule.

**Department** means the department principally assisting the Minister in the administration of the LAA, being at the date of this Licence the Department of Lands.

**Development Works** means any development, improvements or services effected on or in the Licence Area.

**Environment** has the meaning given by section 3 of the *Environmental Protection Act 1986*.

**Environmental Harm** has the same meaning as that term is defined in the *Environmental Protection Act 1986*.

**Environmental Law** means all planning, environmental, contamination or pollution laws and any regulations, orders, directions, ordinances or all requirements, permission, permits or licences issued thereunder.

**Environmental Notice** means any notice, direction, order, demand or other requirement to take any action or refrain from taking any action from any Governmental Agency, whether written or oral and in connection with any Environmental Law.

**Governmental Agency** means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

**LAA** means the *Land Administration Act 1997*.

**Law** includes any requirement of any statute, regulation, proclamation, ordinance or by-law present or future whether State, Federal or otherwise.

**Licence** means this deed including the contractual rights granted to the Licensee under clause 2 and the rights granted under this Licence necessary for the exercise of the rights granted under clause 2.

**Licence Area** means the licence area specified in item 1 of the Schedule.

**Licence Fee** means the licence fee specified in item 3(a) of the Schedule.

**Licensee's Agent** includes the employees, agents, contractors, consultants, invitees and any other person acting with the authority or permission of the Licensee.

**Licensee's Property** means all plant, equipment, materials, and other property brought or placed on the Licence Area by, on behalf of or with the authority of the Licensee.

**Minister** means the Minister for Lands, a body corporate under section 7(1) of the LAA.

**Parties** mean the Licensor and the Licensee.

**Party** means the Licensor or the Licensee, as the case may be.

**Permitted Use** has the meaning given to that term in clause 2.1.

**Pollution** means any thing that is Pollution within the meaning of the *Environmental Protection Act 1986*, which is not authorised under any Law.

**Schedule** means the Schedule to this Licence.

**Services** includes water, gas and electricity supply, sewerage, waste disposal, drainage and telecommunications and all facilities pipes, cables, fixtures and fittings associated with those services.

**Surrounding Area** means any land or water adjacent to or in the vicinity of the Licence Area and the air generally above the Licence Area, and includes an affected site within the meaning of that term as defined in the CSA.

**Term** means the term specified in item 2(a) of the Schedule.

## **1.2 INTERPRETATION**

In this Licence:

- (a) clause headings are for convenient reference only and shall have no effect in limiting or extending the language of the provisions to which they refer;
- (b) a reference to a clause, schedule or annexure is a reference to a clause of or schedule or annexure to the document in which the reference appears;
- (c) a reference to any Law includes consolidations, amendments, re-enactments or replacements of it;
- (d) the singular includes the plural, the plural includes the singular and any gender includes each other gender;
- (e) if a period of time is specified and runs from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (f) the word 'person' includes a reference to the person's personal representatives, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporations successors and assigns;
- (g) covenants in this Licence by two or more persons shall be deemed joint and several;
- (h) a reference to the word "including" is deemed to be followed by the words "but not limited to".

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## **2. GRANT OF LICENCE**

### **2.1 GRANT OF LICENCE**

In consideration of the matters set out in this Licence including clause 2.3 and the payment of the Licence Fee by the Licensee to the Licensor, the Licensor hereby GRANTS to the Licensee a non-exclusive right for the Term to enter upon and remain on and use the Licence Area, in accordance with the terms and conditions set out in this Licence, with such vehicles, machinery, plant or equipment as is reasonably necessary for carrying out feasibility and investigative works including geotechnical, engineering, environmental investigations/surveys and other investigations required for or incidental to any future development of the land for tourism and recreation (**Permitted Use**). For the avoidance of doubt, the Licence does not permit nor authorise the Licensee to undertake any Development Works within the Licence Area.

### **2.2 NO ESTATE OR INTEREST IN LAND**

The Licensee acknowledges and agrees that:

- (a) The rights conferred by this Licence rest in contract only and do not create in or confer upon the Licensee any tenancy or any estate or interest in or

over the Licence Area and the rights of the Licensee will be those of a licensee only.

- (b) This Licence confers no right of exclusive occupation of the Licence Area upon the Licensee and the Licensor may at any time and at all times from time to time exercise all the Licensor's rights as licensor including (but without in any way limiting the generality of this provision) the Licensor's rights to use possess and enjoy the whole or any part of the same save only in so far as such rights shall not unreasonably:
  - (i) prevent the operation of the rights granted to the Licensee under this Licence; or
  - (ii) be inconsistent with the express provisions of this Licence.
- (c) The rights granted to the Licensee under this Licence are only exercisable during the Term.

## **2.3 CONSULTATION WITH PUBLIC AUTHORITY**

The Licensee acknowledges and agrees that:

- (a) ~~prior to~~ in undertaking the Permitted Use on the Licence Area, the Licensee must consult with the Department, Department of Parks and Wildlife, Department of Planning and other relevant Government Agency as well as appropriate indigenous representative groups (including the Representative Aboriginal and Torres Strait Islander Body for the Licence Area) in developing its vision for the Licence Area for or incidental to any future development of the land for tourism and recreation;
- (b) must carry out the Permitted Use (the vision for the land for or incidental to any future development of the land for tourism and recreation) to develop in line with the recommendations on the most appropriate form of tenure for the land and subsequent arrangements that will support delivery of the desired outcomes.

---

## **3. TERM AND LICENCE FEE**

### **3.1 TERM**

The Term shall commence on the Date of Commencement and shall expire at the Date of Expiry.

### **3.2 FURTHER TERM**

Any application for a Further Term or extension of the rights granted to the Licensee under this Licence must be made to the Licensor, in writing no less than 30 days prior to the expiration of this Licence and may be granted or refused at the Licensor's absolute discretion.

### **3.3 LICENCE FEE**

The Licensee must pay the Licence Fee to the Department, at the times and in the manner specified in item 3 of the Schedule.

---

#### **4. LICENSEE'S COVENANTS**

##### **4.1 COVENANTS WITH LICENSOR**

The Licensee covenants with the Licensor that the Licensee and the Licensee's Agents:

- (a) must not construct or erect or permit to be constructed or erected any permanent structure, improvement or other thing (other than fencing or a gate) that is a fixture on the Licence Area;
- (b) must not cause or permit any damage to the Licence Area or to the Surrounding Area;
- (c) must not cause or permit any Contamination, Pollution or Environmental Harm to occur in, on or under the Licence Area or to the Surrounding Area, and if any Contamination, Pollution or Environmental Harm is caused by the Licensee or the Licensee's Agents, the Licensee must give notice of it to the Licensor and must minimise and remediate any resultant damage and harm to the reasonable satisfaction of the Licensor;
- (d) must keep the Licence Area in good and safe repair and condition, and must take all steps necessary to keep it safe and free from hazard to any property or person on or using the Licence Area or the Surrounding Area, and where required must keep secure the Licence Area;
- (e) must ensure that traffic on all adjoining and surrounding roads is not unduly disrupted due to vehicles entering or leaving the Licence Area;
- (f) must, while using the Licence Area:
  - (i) ensure the safe movement of pedestrians using the Licence Area or adjoining areas, including erecting signs to warn persons likely to be endangered by the Licensee's use of the Licence Area, and
  - (ii) ensure that pedestrians using the Licence Area or adjoining areas are not unduly disrupted;
- (g) must not dispose and not store on the Licence Area any rubbish or any poisonous, toxic or hazardous substance;
- (h) must not undertake nor allow to be undertaken any excavation or clearing of the Licence Area;
- (i) must pay all outgoings payable in respect of the Licence Area;
- (j) must punctually comply with and observe:
  - (i) all Laws; and
  - (ii) all notices received either by the Licensor or the Licensee from, and the requirements of, any relevant Governmental Agency;
- (k) must obtain, keep current and comply with all consents, approvals, permits, licences or other requirements under any Law, if any, to use the Licence Area for the purposes permitted under this Licence;

- (l) must repair or remedy any damage caused or permitted by the Licensee or the Licensee's Agents, to the Licence Area or the Surrounding Area or Services in, on, under or over the Licence Area, including remediating any Contamination, Pollution, Environmental Harm, and erosion or other form of degradation; and
- (m) must reinstate the Licence Area on the expiration of the Term or other termination of this Licence, in accordance with clause 7.

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## **5. INDEMNITY, RELEASE AND INSURANCE**

### **5.1 INDEMNITY AND RELEASE**

- (a) The Licensee hereby releases and indemnifies and agrees to keep released and indemnified the Licensor, the State, the Crown, all Ministers of the Crown, and all officers, servants, agents, contractors, invitees and licensees of any of them (the **Indemnified Parties**) from and against all claims, demands, actions, suits, proceedings, judgments, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, tort or statute or any combination thereof which the Indemnified Parties (or any of them) may suffer or incur or which may at any time be brought maintained or made against them (or any of them) in respect of or in connection with:
  - (i) in respect of any destruction, loss (including loss of use), injury or damage of any nature or kind of or to property of any person whether or not on the Licence Area and including the property of:
    - (A) any of the Indemnified Parties; or
    - (B) the Licensee or the Licensee's Agents; and
  - (ii) in respect of any death of, or injury or illness sustained by, any person and including:
    - (A) the Indemnified Parties; or
    - (B) the Licensee or the Licensee's Agents,directly or indirectly caused by arising out of or in connection with:
    - (iii) the Licensee's or Licensee's Agents use or enjoyment of the Licence Area or any part of the Licence Area pursuant to the terms of this Licence;
    - (iv) any works carried out by or on behalf of the Licensee under this Licence;
    - (v) the exercise or enjoyment of any rights conferred upon the Licensee under this Licence;
    - (vi) any Contamination, Pollution or Environmental Harm of the Licence Area or the Surrounding Area caused or contributed to by the Licensee's or the Licensee's Agents use of the Licence Area;



- (vii) any remediation required to be carried out by the Licensee under this Licence in respect of the Licence Area or the Surrounding Area or otherwise having to comply with any Environmental Notice or any other notice received from any Governmental Agency;
  - (viii) any default by the Licensee in the due and punctual performance, observance and compliance with any of the Licensee's covenants or obligations under this Licence; or
  - (ix) any other act, neglect, default or omission by the Licensee or the Licensee's Agents.
- (b) The obligations of the Licensee under this clause:
- (i) are unaffected by the obligation of the Licensee to take out insurance and the obligations of the Licensee to indemnify are paramount; and
  - (ii) continue after the expiration or earlier determination of this Licence.

## **5.2 INSURANCE**

- (a) The Licensee must during the Term effect, maintain and keep current with an insurer of good repute, a public liability insurance policy for the amount specified in item 6 of the Schedule for any one claim (or any other amount reasonably required by the Licensor from time to time consistent with usual prudent commercial practice) and which policy includes, but is not limited to, coverage in respect of:
- (i) any injury to, illness of, or death of, any person;
  - (ii) any loss, damage or destruction to any property including to the property of any of the Indemnified Parties;
  - (iii) the loss of use of any property, including the property of any of the Indemnified Parties; and
  - (iv) liability arising out of any Contamination Pollution or Environmental Harm of the Licence Area or the Surrounding Area caused or contributed to by the Licensee's or the Licensee's Agents use of the Licence Area,
- and such insurance shall include the interests of the Licensor under this Licence.
- (b) The Licensee
- (i) must give to the Licensor a copy of the certificate of currency of the policy of insurance referred to in subclause (a) at the Date of Commencement; and
  - (ii) must submit evidence to the Licensor on each anniversary of the Date of Commencement during the Term, or as otherwise requested by the Licensor, which shows that the insurance policy referred to is still current.

- (c) The Licensee shall effect and maintain all insurance required to be effected by it by law. Without limiting the generality hereof, the Licensee shall have all necessary insurance with respect to its employees under the relevant Laws and shall, if required by the Licensor, produce evidence of such insurance at any time.
- (d) The Licensee will not do or omit to do any act or thing or bring onto or keep anything on the Licence Area which might render the insurance on the Licence Area void or voidable.

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## **6. TERMINATION OF LICENCE**

### **6.1 APPROVED DETERMINATION OF NATIVE TITLE**

Notwithstanding any other provision in this Licence providing for the determination, expiration or termination of this Licence, the Licensor and Licensee agree that:

- (a) this Licence shall determine on the date of an Approved Determination of Native Title made in relation to any land or waters included in the Licence Area by any court or tribunal, if the determination is that native title exists, notwithstanding that neither party to this Licence has given or received notice of such Approved Determination of Native Title;
- (b) the Licensee shall yield and deliver up possession of the Licence Area to the Licensor as soon as is reasonably practicable after it becomes aware of an Approved Determination of Native Title;
- (c) such determination of this Licence shall not give the Licensee any right to damages or compensation other than the refund of any part of the Licence Fee and GST then paid by the Licensee attributable to a period extending beyond the date of the Approved Determination of Native Title; and
- (d) such determination of this Licence shall not affect any rights or obligations that are expressed in this Licence to survive determination, expiration or early termination of this Licence and is without prejudice to the rights of the Licensor in respect of any antecedent breach of the terms, covenants and conditions, contained or implied in this Licence, by the Licensee.

### **6.2 DEFAULT**

- (a) This Licence and the rights granted to the Licensee pursuant to it, may be terminated by the Licensor by notice in writing to the Licensee:
  - (i) if moneys payable under this Licence are in arrears and unpaid for 14 days after formal demand;
  - (ii) if the Licensee breaches or fails to observe any of the covenants, conditions or terms on the Licensee's part expressed or implied in this Licence, other than the obligation referred to in subclause (i) and the breach has not been remedied by the Licensee within 14 days after service of a notice from the Licensor requiring the Licensee to remedy the breach or non observance;

(iii) if the Licensee:

- (A) becomes bankrupt or enters into any form of arrangement (formal or informal) with any of its creditors, or an administrator or a receiver or a receiver and manager is appointed to any of its assets;
- (B) being a company or other body corporate, an order is made or a resolution is passed for its winding up except for the purpose of reconstruction or amalgamation;
- (C) being a company, or other body corporate 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; or
- (D) being a company, is placed under official management under the *Corporations Act 2001* or enters into a composition or scheme of arrangement,

and without limiting the foregoing but for the avoidance of doubt, this subclause (a)(iii) applies to any such event that may occur in relation to the Licensee if it is an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 Cth*; or

(iv) if the Licensee is an Aboriginal and Torres Strait Islander corporation under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006 Cth* and a determination is made by the Registrar under that Act that the Licensee is to be under special administration; or

(v) if the Licensee abandons or vacates the Licence Area;

and this Licence and rights granted pursuant to it will terminate on expiry of the notice period specified in the notice.

(b) No compensation or money is payable to, or recoverable by, the Licensee from the Licensor for termination of the Licence under this clause.

(c) Any termination of the Licence under this clause:

- (i) does not affect any rights and obligations that are expressed in this Licence to survive expiry or earlier termination of this Licence; and
- (ii) is without prejudice to the rights of the Licensor in respect of any antecedent breach of the terms, covenants or conditions contained or implied in this Licence by the Licensee.

### **6.3 LICENSOR'S RIGHT TO ENTER AND TO REMEDY**

(a) If the Licensee has breached or failed to observe any of the terms of this Licence on its part contained or implied in this Licence, and that breach or non-performance has continued for at least 14 days after the service of a written notice on the Licensee requiring it to remedy the same, without

affecting its other rights under this Licence, the Licensor may (but is not obliged to) remedy the breach, including the payment of monies.

- (b) For this purpose, the Licensee acknowledges and agrees that:
- (i) the Licensor, its servants, agents and contractors may enter the Licence Area at any time with all necessary materials and equipment to execute all or any required works as the Licensor thinks fit; and
  - (ii) all debts costs and expenses incurred by the Licensor, including legal costs and expenses, in remedying a default is a debt due to the Licensor, and must be paid by the Licensee to the Licensor on demand.

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## **7. REMOVAL OF PROPERTY ON EXPIRY OR TERMINATION**

### **7.1 OBLIGATION TO REMOVE PROPERTY AND RESTORE**

- (a) The Licensee must upon the expiration of the Term or earlier termination of this Licence yield and deliver up possession of the Licence Area to the Licensor and in doing so must by the end of the Term or within 21 days after the earlier termination of this Licence:
- (i) remove all of the Licensee's Property from the Licence Area, to the Licensor's absolute satisfaction;
  - (ii) reinstate the Licence Area to the state and condition in which it was at the Date of Commencement;
  - (iii) promptly make good to the satisfaction of the Licensor any damage caused by the removal of the Licensee's Property referred to in subclause (a)(i), including filling in, consolidating and levelling off any holes or trenches on the Licence Area; and
  - (iv) remediate any Contamination, Pollution or Environmental Harm to the Licence Area or the Surrounding Area caused by the Licensee or the Licensee's Agents or arising out of the Permitted Use.
- (b) The Licensee's obligations under subclause (a) will survive the expiration of the Term or other termination of this Licence.

### **7.2 FAILURE TO REMOVE**

If the Licensee's Property is not removed in accordance with clause 7.1, its presence on the Licence Area after the expiry of the relevant period referred to in clause 7.1(a) shall no longer be authorised by this Licence and:

- (a) the Minister may treat any structure forming part of the Licensee's Property as an alleged unauthorised structure under section 270 of the LAA;
- (b) sections 270, 271 and 272 of the LAA apply with respect to the removal of any such alleged unauthorised structure;
- (c) the Minister may, but is not obliged to, remove the Licensee's Property from the Licence Area, may store it at the Licensee's expense, and may

make good any damage caused by that removal, and may reinstate the Licence Area to the condition provided for in clause 7.1(a)(ii); and

- (d) any costs incurred by the Minister in doing any matter under subclause (c) or section 270(6) of the LAA, are a debt due by the Licensee to the Licensor and may be recovered in a Court of competent jurisdiction.

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## **8. NO ASSIGNMENT**

- (a) The rights granted by this Licence are for the benefit of the party named as "Licensee" in this Licence.
- (b) The Licensee must not:
  - (i) assign or transfer its rights under this Licence, or grant any sublicense or part with the possession, of the Licence Area, to any person; or
  - (ii) mortgage, charge or encumber its rights under this Licence.
- (c) To the extent that sections 80 and 82 of the *Property Law Act 1969* may be applicable, they are expressly excluded.
- (d) For the purposes of subclause (b), where the Licensee is a corporation (not being a corporation where shares are listed on any Stock Exchange in Australia) any intended change in the beneficial ownership or control of the Licensee which will have the consequence of altering the effective control of the Licensee is deemed to be an assignment of the Licensee's rights under this Licence.

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## **9. GENERAL PROVISIONS**

### **9.1 DUTY**

The Licensee will pay duty (if any) payable under the *Duties Act 2008* in respect of any dutiable transaction arising under or in respect of this Licence.

### **9.2 FEES AND CHARGES**

The Licensee will pay all statutory and other fees and charges (if any) relating to this Licence within 30 days of the due date.

### **9.3 NOTICES**

- (a) Any notice that must or may be served under or pursuant to this Licence:
  - (i) must be signed by the Party giving the notice or by any solicitor or duly appointed representative of the Party giving the notice; and
  - (ii) will be sufficiently served on:
    - (A) the Licensor, if addressed to the Licensor and left at, or sent by prepaid post to the Minister for Lands c/o Director General of the Department at the address set out at item 4 of the Schedule or such other address as is notified by the Licensor to the Licensee; and

- (B) the Licensee, if addressed to the Licensee and left at, or sent by prepaid post to the address set out at item 5 of the Schedule or such other address as is notified by the Licensee to the Licensor;
- (b) A notice sent by post will be deemed to be given at the time when it ought to be delivered in the ordinary course of a post whether the contrary is shown or not.
- (c) A notice given by facsimile transmission will be deemed to have been given on the date on which the facsimile transmission report of the machine from which it was sent, shows that it was successfully transmitted in its entirety.

#### **9.4 EFFECT OF WAIVER**

No consent or waiver express or implied by the Licensor or its officers, servants, agents, contractors or any of them, to or of any breach of any covenants conditions or stipulations of the Licensee will be construed as a consent or waiver to or of any other breach of the same or any other covenants conditions or stipulations contained or implied in this Licence.

#### **9.5 GOVERNING LAW**

- (a) This Licence shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.
- (b) The Parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.

#### **9.6 VARIATION**

This Licence cannot be altered or varied by the Parties except by deed.

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### **10. GOODS AND SERVICES TAX**

#### **10.1 DEFINITIONS**

In this clause 10 the following terms have the following meanings:

- (a) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any legislation substituted for or amending that Act;
- (b) The terms **GST**, **GST law**, **Tax Invoice** and **Taxable Supply** have the meaning given in section 195-1 of the GST Act.

#### **10.2 LICENCE FEE EXCLUSIVE OF GST**

The Licence Fee and any other amounts payable by the Licensee to the Licensor, under this Licence, are exclusive of GST.

#### **10.3 LICENSEE TO PAY GST**

The Licensee must pay additional to the Licence Fee and any other amounts payable by the Licensee, any GST payable by the Licensor in respect of a Taxable Supply made under this Licence.

#### **10.4 VARIATION OF GST**

Where GST is payable, the amount payable will be the amount specified in the Schedule to this Licence, until varied from time to time consequent upon each review of Licence Fee in accordance with this Licence.

#### **10.5 TAX INVOICE**

Where GST is payable, the Licensors will provide to the Licensee, a Tax Invoice in the format and form required as set out in the GST law.

#### **10.6 NOTIFICATION IS CONCLUSIVE**

A written notification given to the Licensee by the Licensors of the amount of GST that the Licensors are liable to pay on a Taxable Supply made or to be made under this Licence is conclusive between the Parties except in the case of an obvious error.

#### **10.7 TIME FOR PAYMENT**

The Licensee must pay to the Licensors the amount of the GST that the Licensee is liable to pay under this Licence:

(a) at the same time; and

(b) in the same manner,

as the Licensee is obliged to pay for the Taxable Supply.

#### **10.8 APPORTIONMENT OF GST**

Where a Taxable Supply is not separately supplied to the Licensee, the liability of the Licensee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Licensee's proportion of that Taxable Supply is determined.

## SCHEDULE

ITEM	TERM	DEFINITION
1.	<b>Licence Area</b>	Part of Lot 13335 on Deposited Plan 238457 being part of the land on Certificate of Crown Land Title Volume LR3139 Folio 633 more specifically identified as the area bordered in red on the plan attached and marked "A".
2.	<b>(a) Term</b>	That period commencing on the Date of Commencement and Expiring on the Date of Expiry.
	<b>(b) Date of Commencement</b>	<del>1 July 2015</del> <u>To be determined</u>
	<b>(c) Date of Expiry</b> Commencement.	<del>Three years</del> <del>Two years</del> from the Date of
	<b>(d) Further Term</b>	<del>Three years</del>
3.	<b>(a) Licence Fee</b>	\$ 1.00
	<b>(b) GST Amount</b>	\$ 0.10
	<b>(c) Payment Date</b>	14 days from the Date of this Licence
4.	<b>Licensors Address for Service of Notices</b>	Minister for Lands C/- Department of Lands 140 William Street Perth WA 6000
	Attention:	Manager South West and Great Southern
	Facsimile No:	(08) 6552 4417
5.	<b>Licensee's Address for Service of Notices</b>	Shire of Nannup Post Box 11, Nannup Western Australia 6275
		Attention: Peter Clarke Chief Executive Officer
	Telephone:	(08) 9756 1018
	Facsimile No:	(08) 9756 1275

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**6. Insurance Amount \$ 20 million**

**EXECUTED AS A DEED** on the date set out on page 1 of this Licence.

**SIGNED FOR AND ON BEHALF OF THE** )  
**STATE OF WESTERN AUSTRALIA** by )  
an authorised officer for and on behalf of the )  
Minister for Lands by delegation under )  
section 9 of the *Land Administration Act 1997* )  
in the presence of: )

.....  
Department of Lands Officer

.....  
Name of Witness

.....  
Address of Witness

.....  
Occupation of Witness

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

\_\_\_\_\_  
Signature of President

\_\_\_\_\_  
Name of President (print)

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Name of Chief Executive Officer (print)

**Attachment "A"**  
**Plan of Licence Area**

Lot 13335  
Woodburnup Road  
Lake Jasper  
Shire of Nannup

#### Subject Land

### Existing Cadastre

## Existing Track

Indicative Track /  
Emergency Escape Route

Indicative Boundary of  
Reserve / National Park

Indicative Investigation Area  
for Recreation / Tourism

Indicative Location of  
'Donnelly River Huts'



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2014-2015

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1. *Journal of the American Medical Association*, 1997; 277: 103-107.  
 2. *Journal of the American Medical Association*, 1997; 277: 103-107.  
 3. *Journal of the American Medical Association*, 1997; 277: 103-107.

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**#12**  
**R 36996**

Shire of Manjimup

**जयप्रकाश नारायण**

**Southern Ocean**

**Opportunities for camping at  
Donnelly River mouth within  
National Park**

## NOTES

- ① Public Access Node
- ② Information Hut / Longer Term Interpretive Centre
- ③ Camping Area / Caravan Park
- ④ Ecologies (possibly accessed by walking only)
- ⑤ Wind Turbines
- ⑥ Education / Research Centre / Institute of Environmental Sustainability
- ⑦ Majority of Shire Managed Reserve to be for Conservation
- ⑧ Need to prepare Management Plan for Shire Managed Reserve

FORM LAA-1025

SECTION 17

WESTERN AUSTRALIA  
LAND ADMINISTRATION ACT 1997  
TRANSFER OF LAND ACT 1893 as amended

**MEMORIAL OF STATEMENT UNDER SECTION 17 (MG)****LAND ADMINISTRATION ACT 1997**

NOTICE IS HEREBY GIVEN THAT THE LAND SET OUT IN THE SCHEDULE HERETO IS LAND TO WHICH SECTION 17 OF THE LAND ADMINISTRATION ACT 1997 APPLIES

**SCHEDULE****DESCRIPTION OF LAND (NOTE 1)**

Lot 13335 on Deposited Plan 238457

**EXTENT**

Whole

**VOLUME**

3139

**FOLIO**

633

**REGISTERED PROPRIETOR/S (NOTE 2)**

State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997, care of the Department of Lands, Level 2, 140 William Street, Perth WA 6000.

**STATEMENT WARNING OF HAZARDS OR OTHER FACTORS AFFECTING OR LIKELY TO AFFECT THE USE OR ENJOYMENT OF THE ABOVE LAND (NOTE 3)**

The land was the subject of a pastoral lease which expired on 30 June 2015 and it has been identified as being required for the purpose of conservation and recreation. A license under section 91 of the Land Administration Act 1997 is to be granted to the Shire of Nannup (Shire) to enable the Shire to undertake feasibility and investigative studies into future management options for the land.  
The registered proprietor, Lot 147 on Deposited Plan 105963 accesses its property through part of Lot 1333.

Dated this

1

day of

July

In the year

2015

**ATTENTION (NOTE 4)**

  
Ray Dixon, Assistant Manager (33513235)  
South West - Great Southern

**INSTRUCTIONS**

1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialed by the person signing this document and their witnesses.

**NOTES****1. DESCRIPTION OF LAND**

Lot and Diagram/Plan number or Location name and number to be stated.

Extent - Whole, part or balance of the land comprised in the Certificate of Title/Crown Land Title to be stated.

The Certificate of Title/Crown Land Title Volume and Folio number to be stated.

**2. REGISTERED PROPRIETOR**

State the full name and address of the Registered Proprietor/s as shown on the Certificate of Title/Crown Land Title.

**3. STATEMENT**

State the hazards or other factors which affect or are likely to affect the use and enjoyment of the land.

**4. ATTESTATION**

This document is to be executed by the Minister for Lands or a person to whom the power has been duly delegated under the Land Administration Act 1997.

EXAMINED

**N 49872 MG**

01 Jul 2015 09:07:40 Bunbury



\*REG \$ .00  
\*FEES \$ .00

**MEMORIAL OF STATEMENT UNDER SECTION 17 (MG)**

LODGED BY Department of Lands

ADDRESS DoL - South West Great Southern - Box 98C

PHONE No.

FAX No.

REFERENCE No. Ray Dixon 03006-1P PRO File  
3006-1964 Job 140203 Phone 9791 Fax 9791 0835

ISSUING BOX No. 98C

PREPARED BY Department of Lands

ADDRESS DoL - S. West Great Southern - Box 98C

PHONE No.

FAX No.

STRUCT IF ANY DOCUMENTS ARE TO ISSUE TO  
OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED  
HEREWITH

1. _____	Received Items
2. _____	Nos.
3. _____	
4. _____	Receiving Clerk
5. _____	
6. _____	

140203-002



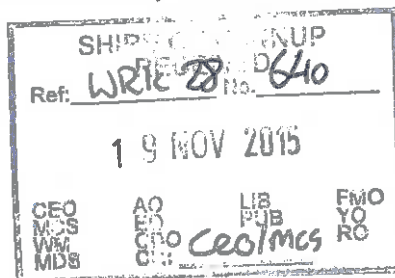
Registered pursuant to the provisions of the TRANSFER OF  
LAND ACT 1893 as amended on the day and time shown  
above and particulars entered in the Register.





Jan & Walter Brenkman  
 34 Carey Street, Nannup W.A. 6275 – Ph. 9756 0986

Mr. Peter Clarke,  
 CEO Shire of Nannup,  
 Adam Street,  
 NANNUP - W.A. 6275



18<sup>TH</sup> November, 2015

Dear Peter and Councillors,

RE: Dog Exercise Area – Nannup Townsite

It has recently come to our notice that we do not have a designated dog (off the lead) exercise area in this Shire. Having looked at what neighbouring shires provide for dog owners it would appear this is something that has been overlooked here and, since the appointment of a ranger, is now causing concern to many local residents. Townsite dwellers in particular do not have very big gardens and need somewhere for their dogs to have a good run, or as the Shire of Bunbury is quoted as saying: “an area where owners and their dogs can stretch their legs, throw a Frisbee and enjoy the sunshine”.

In a community workshop, looking at the needs of ageing, the topic of facilities for seniors and their pets as companions came high on the list, which surprised the organisers of the workshop, but it is a very important part for many in our community.

We therefore request that this matter be taken up for discussion and designated areas for dog owners established. Our initial suggestions are:

- the golf course including the track around the oval when not in use
- the area south of the foreshore (between Brockman Street & Forrest Street).

We imagine establishing and clarifying designated dog exercise areas would also make the job of our ranger a lot easier.

Please find enclosed copies of information on dog exercise areas in neighbouring shires together with signatures from people who support our recommendations.

We look forward to hearing further from you.

Yours sincerely,

Jan & Wouter Brenkman

c.c. Councillors: T.Dean, C. Gilbert, N. Steer, B. Longmore, A.Slater, C. Stevenson,  
 R.Mellema, P. Fraser,  
 The Ranger

Enc:

Attachment for support of: Dog Exercise Area, Nannup 18.11.15

Name:

Address:

Ud Russell	Lot 1 North Street, Nannup.
D. Brown / M. Gibb	7 North St Nannup.
W. J. Gander - <del>Patrick</del>	292 Carey St Nannup
Keith + Shirley Peats	23 Carey St Nannup
Debbie & Paul Batick	8 North St NANNUP
Rachel Pilling	26 North St NANNUP
Margaret Lambert	17 Hitchcock Drive

Peter,

The above is just a token to bring attention to the matter. More signatures can be obtained if necessary.

Jan

nb: some of the above didn't even know we had a ranger!



# SHIRE OF AUGUSTA MARGARET RIVER WEBSITE

11.11.2015

## Dog exercise areas

The following sites are designated as dog exercise areas. These exercise areas can be used at all times except where the public place is used for a function, sports training or recreational activity approved by the Shire. When using these areas dogs can be off lead but must at all times be under effective control.

- [Augusta map](#)
  - Civic Park, Hillview Road north to the Civic Centre.
- [Augusta south map](#)
  - Leeuwin Road Park, bounded by Leeuwin Road, Osnaburg and York Streets.
  - Flinders Bay, from the surfer's lookout Albany Terrace to the point where Albany Terrace turns west.
- [East Augusta map](#)
  - Pericles Street, bounded by Davies and Pericles Streets.
- [Cowaramup map](#)
  - Recreation Ground\*, bounded by Bussell Highway, Waverley Road and Cowaramup Primary School.
- [Gnarabup map](#)
  - Gnarabup Beach, from Narda Avenue approximately 300m south-west.
  - Gnarabup public open space, Reidle Avenue to Marmaduke Point Drive.
- [Gracetown map](#)
  - Cowaramup Bay Road, from Cowaramup Brook to Salter Street.
  - Recreation Hall Reserve, west of the hall.
- [Margaret River map](#)
  - Gloucester Park north of the hockey/cricket change rooms and bounded by the western access roads.
  - McKeown Place, bounded by Georgette Drive and McKeown Place.
  - Bussell Highway north, bounded by private properties, the Margaret River and Bussell Highway.
- [Prevelly map](#)
  - Rifle Butts Reserve excluding the children's playground area.
- [Rosa Brook map](#)
  - Reserve 1956, Rosa Brook Road
- [Witchcliffe map](#)
  - Mammoth Street, west of Mammoth Street bounded by Redgate Road (south), Railway Reserve (west) and May Street (north).

## **SHIRE OF BUSSELTON: FROM WEBSITE 11.11.2015**

### **Dogs on Beaches**

Published on 23 September 2015

After extensive community consultation, Council has adopted a new approach to the management of dogs in public places, including beaches.

The City will begin implementing these new arrangements from 1 December this year. Initially City Rangers will focus on raising community awareness about these new arrangements.

This local law sees beaches under the control of Council falling into three designations:

- Exercise areas where dogs are allowed off leash at all times. Outside Meelup Regional Park, this will apply to the vast majority of the coast.
- Seasonal areas where dogs will be allowed off leash, other than 9am-5pm, 1 December-28 February during which time dogs are prohibited.
- Prohibited areas where dogs are prohibited at all times. Outside Meelup Regional Park, this will only apply to eight small areas.

New signage is being erected in strategic locations along the coast indicating whether or not dogs are permitted and whether they can be exercised off the leash. A map showing these areas of designation is available [here](#).

### **Council Considers Local Dog Law - Published on 27 August 2014**

City of Busselton Council has resolved to repeal the current Shire of Busselton Dog Bylaws 1991 and commence the law-making processes that may result in the introduction of a new City of Busselton Dogs Local law 2014.

Changes introduced in the proposed City of Busselton Dogs Local Law 2014 have been made possible through an amendment to the Dog Act 1976 in November 2013. *These amendments to the Dog Act now allow local governments to specify dog exercise areas and areas where dogs are prohibited by way of a Council decision rather than through the making of a local law.* Such a Council resolution will however require an absolute majority decision after giving 28 days' notice of its intention to do so.

Mayor Ian Stubbs said that the City's existing Dog Local Law is out-dated and not aligned to the best practice model supported by the WA Local Government Association. "Council agrees that the most appropriate course of action is to repeal the current local law and make a new law that better meets local needs and reflects best practice across the Local Government sector. To that end we have endorsed the commencement of the law-making process."

The proposed new local law covers a range of matters including:

- the impounding of dogs;
- the number of dogs that can be kept on a premises;
- the creation of offences relating to non-compliance of local law provisions such as removal of dog excreta; and
- the establishment of approved kennels.

The City is currently reviewing its animal exercise areas. A report is expected to come before Council before the end of 2014 which will determine dog exercise areas and prohibited areas across the municipality.

The City of Busselton Dogs Local Law 2014 is open for public consultation and written submissions may be made before October 6, 2014. Council will then consider any submissions received and determine whether or not to make the new local law in accordance with its powers under the Local Government Act 1995.

Media enquiries can be directed to the City's Public Relations Officer, Meredith Dixon on 97810 446 or [meredith.dixon@busselton.wa.gov.au](mailto:meredith.dixon@busselton.wa.gov.au)

## **Council Endorses New Approach Management of Dogs in Public Places**

**Published on 29 April 2015**

At its meeting on Wednesday April 22, City of Busselton Council unanimously endorsed the introduction of a new approach to the management of dogs in public places, including on beaches, across the City.

The new approach provides dog owners with more opportunities to exercise their dogs off leash on more beaches, more of the time, and with less restriction than may be the case in any comparable location anywhere in Australia. The new approach also provides dog owners with more opportunities to exercise their dogs at the park than may be the case anywhere else in Australia.

The new approach identifies a small number of dog free beach areas throughout the year. It also identifies other relatively small areas that will be dog free during the day time in summer only (1 December 1 – February 28, 9am-5pm). The introduction of this seasonal restriction provides additional opportunities for those who wish to recreate at dog free beaches in the summer but it still allows people to exercise their dogs off leash in those areas for the rest of the year, as well as early in the morning and late in the afternoon - even in summer.

Even during the day time in summer when the seasonal restriction applies, there will be no location along the City's coast (other than in the Leeuwin-Naturaliste National Park, where the City has no jurisdiction, or the Meelup Regional Park) where dog owners will be more than around 800m from a beach where they can exercise their dog off leash at any time.

There was a lot of interest in this issue with over 1,200 submissions being received. Around 900 were received from the roughly 40% of households that are dog owning households (representing around 25% of total submissions); and around 300

submissions were received from the roughly 60% of households that are not dog owning (representing around 4% of total submissions).

While many on Council are dog owners, as are most of the City officers involved in the process, it was seen as vitally important that the overall approach was a balanced one and that all of the issues raised in the submissions were considered. The adoption of the new approach followed a lengthy development process that involved two rounds of very extensive consultation.

It's important to note that other than in a small number of locations there has been very little regulation of dogs on beaches in the City of Busselton until now. Because of changes made to State legislation in recent years, the City had to undertake a review of its approach to the management of dogs in public places, including beaches. Had the review not been undertaken, the effect would be that dogs would be allowed in all public places, but only on a leash, at all times (except in areas where dogs are excluded under other legislation – including National Parks). That would clearly not have been a reasonable outcome.

There had also not been a significant review of our approach to the management of dogs in public places for around 20 years, during which time the City of Busselton has changed very considerably. Council felt that while a significant increase in the controls on dogs on beaches was not needed, there did need to be more opportunities for those who wish to visit a dog free beach. Council has provided for this to a very limited extent while maintaining an overall approach that still provides as many opportunities for dog owners as in any comparable location anywhere in the country.

City of Busselton Mayor Ian Stubbs said: “We know some dog owners disagree with the outcome, just as some non-dog owners may not be entirely pleased either. It was a hard decision and one that needed a balanced and measured approach.

We reviewed every piece of feedback received and some significant changes have been made in response to this feedback. Following consultation seven additional sections of coast were designated ‘dog exercise’; three additional areas were designated ‘prohibited’; and seven ‘seasonal areas’ were either reduced in length or removed altogether.”

It's accepted by Council that aspects of the new approach may need to be tweaked if the need is identified. However, Council intends to undertake a full review of the effectiveness of the new approach in 12-18 months' time.

### **Dog exercise and prohibited areas**

The City has a number of approved dog exercise areas, where owners and their dogs can stretch their legs, throw a Frisbee and enjoy the sunshine. Of course, there are some areas where dogs are not allowed, in particular the Dolphin Discovery Centre beach (Koombana Bay), Jetty Baths and the Big Swamp. [Click here to view a PDF map](#) of dog exercise areas.

Media Statement: 4 July 2014

Dog exercise areas:

have your say... The City of Bunbury is currently reviewing its approved dog exercise and dog prohibited areas and invites you to have your say.

The City has a number of approved dog exercise areas where owners and their dogs can stretch their legs, throw a Frisbee, and enjoy the sunshine. The review seeks to establish which areas are most used, and where people might like to see more or less designated areas.

This comes after a change in the local law that will, from 30 July, allow Local Government councils to determine the location of dog exercises and prohibited areas.

City of Bunbury Manager Community Safety and Emergency Management  
John Kowal urges all dog owners and local residents to have their say. "We want to know what the people of Bunbury think about the current locations of dog exercise areas to ascertain demand."





### **Submission 1**

*"Our submission for a future dedicated dog exercise area would be the Golf Course daily from 6.00am – 8.00am and from 5.00pm – 7.00pm and/or the old railway road from the Lakeside Fitness Centre to the rear exit of the Timber Mill – no time limit.*

*We also suggest that bins be provided for the yellow poop bags at various locations".*

### **Staff Comment**

**This submission is very similar to the one submitted by Mr & Mrs Brenkman and the eleven signatories to their request for designated dog exercise areas.**

**Whilst the Golf Club has been used in the past by residents exercising their dogs off the lead, it is considered that this location is not ideal as golfers can utilise the course at all times and therefore, stipulating designated times for residents to exercise their dogs could still clash with golfers. Ultimately the land has been set aside as a golf course and not as a "dog exercise area".**

**No doubt residents would still utilise the Golf Course to exercise their dogs but knowing that it would be at their risk and having their dogs on a lead.**

### **Submission 2**

*"I use the Nannup River Reserve areas/roads from the dirt road behind running on from Ford Way to the railway bridge/caravan park for bicycle riding, walking with friends or with my our small grandchildren and for exercising.*

*Often it has been quite distressful for me/us when a dog has appeared without the owner due to the fact it has been let off the lead and has gone up to 300m ahead or away from its owner.*

*I have also been sitting in those areas on the public tables/chairs and had dogs run up to our table and refuse to leave and running around to each person jumping up whilst their owner has tried to call it away and it has refused and their owner has had to come right up to our gathering and forcibly remove the dog and in this case there were 2 dogs. The dogs often run up barking and you don't know if they are friendly or not but it is always disconcerting.*

*I know it is a lovely idea for dogs to be free and able to have long runs but in my opinion if dogs are of a breed which require lengthy runs, their owners should have considered that previously.*

*We have dogs running up to our feet and pedals whilst we are bike riding and also have them running out the gate of houses, once again right up to the bicycles barking madly. I know the owners know they are friendly and only barking and making a lot of wind but they do sound frightening when you do not know the temperament of the dog yourself.*

*I do see people walking their dogs in those areas on leads and that is great.*

*I know the local kids and others use the bike tracks across the railway bridge as well. It is difficult to know where people would not be appearing riding or walking in the town site in order to allow people to let their dogs run free. I have also had friends who have had their dog on a lead and their dog has been attacked and badly injured by a dog which is not on a lead. Unfortunately we do not know the temperament of each and every dog when we make these decisions”.*

**Staff Comment**

This submission does not support the allocation of dog exercise areas and the writer considers that all dogs should be exercised on a lead.

**Submission 3**

*“I would like to propose the following locations:-*

- 1. The area attached to the main arena of Foreshore Park, south of the toilets.  
To my knowledge this area is used twice a year for the purposes of: parking on Australia Day – camping – during the Music Festival.  
The Shire is obviously aware that this is a popular area for exercising dogs because it is the location of the ‘doggie bags’ and has access to water. Keep ALL DOGS OF THE MAIN ARENA and allow the use of the shaded area, as described above*
- 2. There are two parallel paths which run, through the bush, from the end of Brockman Street to the end of Adam Street – this section has one-way vehicle access on the graded section.  
The paths then continue, as pedestrian access only to the end of Kearney Street.*
- 3. Starting at the end of Kearney Street there are a further two parallel pathways. The pedestrian path stops at the old railway station shed at the end of Ford Way. The other, vehicle access route. Continue to the end of Wilson Street.  
Please consider the pedestrian pathways in these locations.*

*The reason for these preferred areas are as follows:-*

- 1. I can foreshadow disharmony if any section of the Golf Course becomes a legalised exercise area, notwithstanding that it is currently being used as such! Would a (suggested) time restriction be placed on the dog owners, the golfers or both!*
- 2. Walking along the side of the river is a prohibited, dangerous, fire risk area.*
- 3. The bush area between the ‘The Blue House’ and Mowen Road going towards Kondil Park has been turned into ‘motor bike’ alley with associated hazards”.*

**Staff Comment**

The writer favours the Reserve land immediately south of Foreshore Park. This appears to be one of the favoured areas to be designated as a free dog exercise area.



This submission also supports the Reserve land along the River. This has been promoted as a walk trail and the mix of pedestrians and dogs off the lead may not be considered appropriate. The Nannup town site is somewhat limited in identifying appropriate areas for dog exercise areas and therefore, Council may consider this proposal.

#### **Submission 4**

*"In view of the recent Council recommendation re: dog control, I feel that I must question the closing down of the areas of free running exercise for dogs.*

*In the 6.5 years that I have owned and exercised my dog in these areas of the river and foreshore area there has never been any problems with vicious or un-controlled dogs, all this time my dog has run free without a lead but still under control.*

*Now we have a proposed plan to control all dogs and force all dog owners to exercise their dogs on a leash. If there has been a problem with out of control dogs then surely the dogs and owners concerned should be approached and informed of the concerned public complaints.*

*All dogs are not of one standard so do not require the same amount of exercise. Some of the larger dogs require a vast amount of exercise, fine if you have 5 acres, which I have not.*

*I take a ball or exercise toys to throw for the dog and give her some free running exercise without having too much exercise for me as my walking is limited so the free running exercise is vital for the health of both of us. I walk my dog on the foreshore and use the ball etc., for the dog to chase off the leash of course. Then I cross the bridge into the bush and back to the foreshore for a few more games with the ball and back home.*

*On two occasions I have been attacked by an emu, both times my dog was by my side off the lead during the attack as she doesn't chase emu's or roo's. I dread to think what could have happened if the dog had been on the leash and running around my legs. Without this free running exercise we would both be short of our exercise quota".*

#### **Staff Comment**

It appears that the writer of this submission is of the opinion that the requirement to have a dog on a lead is only a new impost on dog owners. The Dog Act 1976 has always required dog owners to have their dogs on a lead and this has been advertised on a number of occasions in the local "Telegraph" newspaper.

In the past Council has been unable to properly police the Dog Act, having Ranger services contracted externally. With a Council employee now being trained to undertake Ranger services, it provides Council with the opportunity to better respond to dog issues.

Council would be aware that there were two dog attack incidents in late 2015, both occurring from unrestrained dogs. These incidents necessitated a response from the

Ranger to speak to residents when exercising their dogs of the requirement to have their dogs restrained.

#### **Submission 5**

*"Please hear my earnest request that the Shire provide a Dog Exercise area in the very near future.*

*I would suggest the top end of the Auditorium Park, perhaps this may not be popular with the Music Festival Committee. Maybe several sites could be put forward by the Council for those concerned to vote on.*

*Please consider this request favourably from an interested and concerned rate payer".*

#### **Staff Comment**

The writer suggests Foreshore Park, including the stage area, as a dog exercise area.

It is considered that the area south of the stage area should be supported but not the above recommendation.

#### **Submission 6**

*In response to the request for comments on proposed dog exercise areas in the December 2015 issue of the Telegraph, we enclose map of our recommendation. The areas proposed cover those currently used by the majority of town dog owners who regularly exercise their dogs and comprise the river and foreshore park area, the old railway line track area and the golf course. All of these areas have unsealed tracks and would not interfere with road vehicles.*

*In general summary we respectfully suggest the recent dog laws have approached dog ownership from the simplistic manner of assuming dogs are a nuisance and need to be rigidly controlled.*

*We believe dogs are a tremendous asset to community life and the more people and particularly children interact with dogs the more the community will benefit. After more than twenty years of exercising dogs in Nannup with little or no legal restrictions other than licensing we have found that the meeting with dogs and their owners has shown virtually no aggressiveness with a tremendous amount of pleasure for everyone.*

*Just because an owner has their dog on a lead does not mean they are in control. Dogs on leads in open areas are usually on leads because their owners lack control and although we have never had an out of control situation with free dogs we have certainly had attempted attacks by vicious dogs on leads.*

*The experience with owners who keep their dogs confined without exercise has been at times almost unbearable with barking through frustration continuing for hours and owners totally unwilling to relieve the situation. The majority of these dogs become*

*vicious and neurotic and we feel any attention should be concentrated in solving this issue before restricting people who regard their dogs as companions and give considerable attention to their care and wellbeing.*

*I suggest the Ranger be given the authority to use his or her discretion when responsible dogs and well-behaved dogs are known and to take strong action where dogs are known to be confined for long periods without care resulting in cruelty, which would not be tolerated if applied to human beings.*

*It is with pleasure we have seen and met with many visitors over the holidays enjoying the freedom of walking and playing with their dogs unfettered by leads in both the Caravan Park and river walks. Long may this continue. Perhaps this small breath of freedom is one of the reasons for visitors from the cities staying in town and the caravan parks over the years.*

**Staff Comment**

The writer of this submission has similar views as those contained within Submission No.4.

A dog that is restrained is less likely to attack a person than one that is not as the owner presumably has some control. Whether or not people consider that their dogs are controllable off the lead, the *Dog Act* is specific that dogs are exercised on a lead unless in a specified area. It is not a discretionary option for the Ranger to determine well or not well controlled dogs.

Also, it certainly is not the intention of the Ranger to issue fines to those offending the above requirement in the first instance, but owners will be informed of their obligations as a matter of courtesy. If individual owners continue to ignore this requirement, infringements will be issued.

**Submission 7**

*With reference to the Dog Exercise area being considered, I would like to suggest the Golf Course as being a suitable area, subject to the approval by members of the Golf Club.*

*I am a dog owner and would appreciate an area to allow dogs a free run.*

**Staff Comment**

No comment required. This use of the Golf Course has been suggested in previous submissions and appropriate comments provided.

**Submission 8**

*We would like to see a couple of dog exercise areas within the town site.*

*We propose:-*

- a. The whole or part of the Foreshore Park, from the main bridge through the Railway Bridge through to the end of Adam Street;*
- b. The golf course at the south side of town;*

- c. *The old site of the Girl Guides hall area, a couple of hundred metres south to the turn off to Pemberton.*

**Staff Comment**

The area of land from the main Bridge through to the Railway Bridge is not under the care and control of Council.

In respect to the suggested area of the old Girl Guides Hall site, Reserve No.42287 is under a Management Order with the Shire of Nannup and is set aside for the purpose of "Recreation". The Manager for Infrastructure has indicated that the current state of the land would not be conducive to an area for a Specified Dog Exercise Area.

**Submission 9**

*As an owner of two large golden retrievers, the most non-human contact area for exercising my dogs is behind the railway yard and up towards the arboretum. We meet other like-minded people on our walk and have no problems.*

*Nannup Golf Course is a great place to exercise dogs. And as far as I know there is no objection as long as the animals are well away before the golf starts and doggy bags are used to remove waste.*

**Staff Comment**

The writer supports the walk trail (Council controlled land) along the river and from the comments it is obvious that many other dog owners utilise this area.

Whilst the writer considers that the Golf Club is a great place to exercise dogs, the Nannup Golf Club itself does not favour the course being used as a "Specified Area", but it is prepared to continue to support dog owners walking their dogs on the course with a lead, acknowledging that they do so at their own risk.

The Golf Club's objection to the "Specified Area" being allocated to the course is that it does create issues with dog faeces and the likelihood that this would increase over and above what is already found around the course.

**Submission 10**

*We are the owners of a 3 year old kelpie cross. He is a happy, active, social dog who loves to interact and play with others.*

*We strongly support the proposal of a dedicated Dog Exercise Area within Nannup. We are amongst the number of dog owners who have previously made this suggestion to the Shire. We feel we would utilise such a space several times each week, or at times, daily.*

*The creation of this area would not only provide a space for dogs to get their much needed exercise, but just as importantly to socialise naturally. These opportunities are likely to lead to happier and better behaved dogs, both when on the lead in public places, and on private property. In addition, this area would also allow like-*

*mindful community members to come together in a beautiful outdoor setting, which leads to healthier life-styles and community spirit.. win-win.*

*Regarding proposed locations – our 3 suggestions are:-*

- 1) The cleared, grassed area to the left of the toilet block at the Amphitheatre, bordered by a gravel road on one side and natural bush and the river walking tracks on the other.*
- 2) The Golf Course in town, perhaps with time restrictions on certain days, such as before 9.00am and after 5.00pm on golf days.*
- 3) The sports oval, adjacent to the Golf Course – again, considering the issue of rescheduling hours of availability around its primary use for Football, Cricket etc.*

*We look forward to hearing the outcome of this proposal and are happy to be contacted if you require further input from community members.*

**Staff Comment**

This submission is similar to many others but includes the Sports Oval as a potential Dog Exercise area.

The Sports Oval is not an area that should be promoted as a “Specified Area” as it is considered that similar issues will arise as those mentioned in the Staff Comment of Submission 9 and those participating in sporting activities will be impacted even greater than the Golfers.

**Submission 11**

*I would like to nominate the foreshore as a suitable location to be designated a dog exercise area.*

*This area has been used for many years by people walking their dogs and providing owners clean up after their dogs, it shouldn't cause any problems.*

**Staff Comment**

No comment required.





Shire of  
**Nannup**

SUBMISSION 6  
ATTACHMENT

# Nannup - In the Heart







STAY ON  
THE HIGHWAY  
TO HELL

**STAY ON BROCKMAN HIGHWAY** to pause in the south west's friendliest town.



Shire of  
**Nannup**  
rest • connect • grow

**DESIGN A**



# THIERE ARE BETTER TIMES AHEAD

**STAY ON BROCKMAN HIGHWAY** to pause amongst our charming history.



Shire of  
**Nannup**  
rest • connect • grow

# TAKE ONE OF WA'S PRETTIEST DETOURS

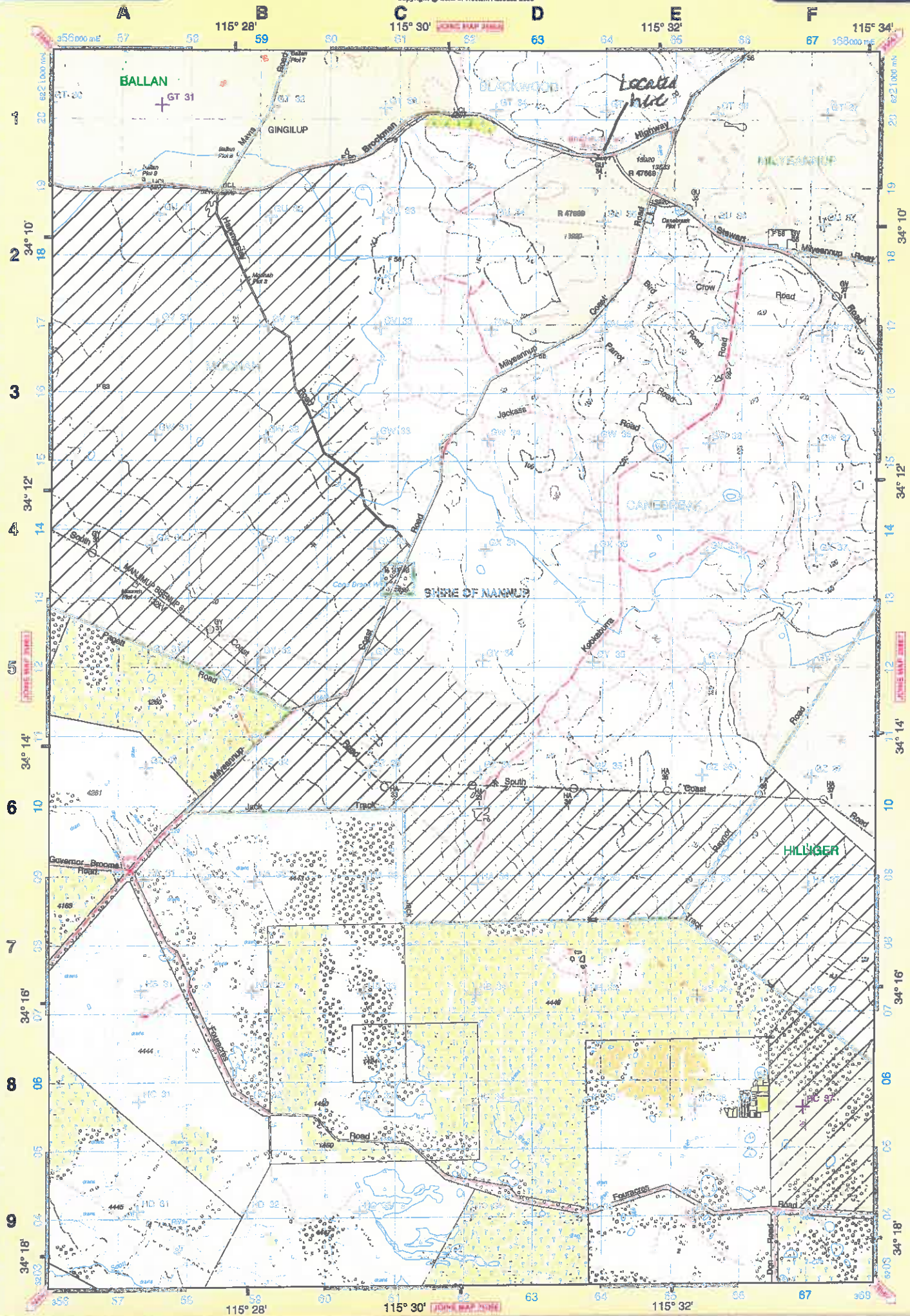


**STAY ON BROCKMAN HIGHWAY** to visit  
the charming heart of the region, where  
natural beauty meets fascinating heritage.



DESIGN C





# **Grant Agreement**

**between**

**Tourism Western Australia**

**and**

**Shire of Nannup**

This Grant Agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_.

## **1 PARTIES**

WESTERN AUSTRALIAN TOURISM COMMISSION a body corporate under the *Western Australian Tourism Commission Act 1983 (WA)* of Level 9, 2 Mill Street, Perth, Western Australia, 6000, ABN 95 468 665 668 (Tourism WA).

and

Shire of Nannup a Local Government Authority, and having its registered office at PO Box 11, Nannup WA 6275, ABN 43 038 160 786 (Shire of Nannup).

## **2 RECITALS**

- (a) Tourism WA is responsible for promoting Western Australia as an attractive holiday, event, convention and incentive travel destination to the intrastate, interstate and international markets to enhance the tourism industry, infrastructure and product base.
- (b) The role of a Regional Visitor Centre includes providing high quality visitor information and servicing at key tourism locations, to maximise the yield from tourism activities. Accreditation plays an essential role by ensuring Regional Visitor Centres meet minimum standards of professionalism and customer service. Regional Visitor Centres aim to transition to more sustainable operating models by developing programs and/or assets to enable them to become financially sustainable into the future.
- (c) To enable Nannup Visitor Centre to transition to a more sustainable operating model through enhancing the visitor experience, improving operations, revenue and overall financial management, Tourism WA will provide funding to Shire of Nannup to carry out the projects of: (i) Visitor Centre internal fitout, (ii) Purchase and installation of external signage and A-frame sign, and (iii) Purchase and installation of accounting software package.
- (d) The Parties agree that the following terms and conditions will apply to the payment of Funding by Tourism WA for Shire of Nannup to undertake the Project(s).

## **3 DEFINITIONS AND INTERPRETATION**

### **3.1 Definitions**

In this Agreement the following definitions apply unless the context otherwise requires:

**Additional/New Milestones** has the meaning given to it in clause 8.1(c).

**Acknowledgement** means a written or verbal acknowledgement in the form specified by Tourism WA and the Department of the contribution and assistance provided by Tourism WA and the Department for the Project.

**Agreement** means this Agreement, including its recitals, schedules and annexures.

**Acquittal** occurs when Tourism WA has advised Shire of Nannup that the reports and financial information provided by Shire of Nannup in accordance with Schedule 2, Schedule 3 and Schedule 4 are satisfactory.

**Associates** means officers, members and employees.

**Auditor** means an accountant who is a member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants and who is independent from Shire of Nannup.

**Auditor General** means the Auditor General for the State of Western Australia.

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

**Commencement Date** means the date when this Agreement is entered into.

**Department** means Department of Regional Development.

**Final Report** means the final report described in Item 2 of Schedule 4.

**Funding** means the amount or amounts specified in Item 6 of Schedule 1.

**Insolvency Event** means:

- (a) the occurrence of an event or circumstance that has or may have an adverse effect on the commercial or financial viability of a Party, the ability of a Party to perform its Obligations or the ability of a Party to enforce its rights against the other Party under or in connection with the Agreement; or
- (b) without limiting paragraph (a) when a Party is unable, or is deemed by any Law to be unable, to pay its debts as and when they fall due, or places itself or is placed, under any form of external administration.

**IPR** means intellectual property rights.

**Law** means all applicable present and future laws including:

- (a) all acts, ordinances, regulations by-laws, orders, awards and proclamations of Tourism WA of Western Australia or the Commonwealth;



- (b) Authorisations;
- (c) Principles of law or equity;
- (d) Standards, codes, policies and guidelines; and
- (e) the ASX listing rules.

**Milestones** means the milestones set out in Schedule 3, with each milestone in relation to an Obligation being the date by which that Obligation must be completed, and includes the Date for Project Completion.

**Obligations** means an obligation in this Agreement.

**Party** means each of Tourism WA or Shire of Nannup as the context requires, and Parties means both of them.

**Project** means the initiative or activities to be undertaken with the Funding described in Item 3 and Item 5 of Schedule 1.

**Project Budget** means the budget for the Project set out at Table 1 of Schedule 2.

**Regional Visitor Centre Sustainability Grant Program 2015-16 Funding: Nannup Visitor Centre** means the Grant described at Item 3 of Schedule 1 of this Agreement.

**Recipient Created Tax Invoice (RCTI)** is an invoice issued by the recipient of the supply "on behalf" of the supplier.

**Royalties for Regions** means the policy by that name that was endorsed by the Government of Western Australian on 13 October 2008 as varied from time to time and which is the responsibility of the Department to implement.

**Schedule** means any schedule to, and forming part of, this Agreement.

**Special Conditions** means the conditions in Item 1 of Schedule 4.

**State** means the State of Western Australia.

**Term** means duration of this Agreement.

**Termination Date** means the date specified as such at Item 4 of Schedule 1.

### 3.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation of this Agreement;
- (b) the singular includes the plural and vice versa;

- (c) other grammatical forms of defined words or expressions have corresponding meanings;
- (d) a reference to a clause, paragraph, schedule or annexure is a reference to a clause or paragraph of, or schedule or annexure to, this Agreement and a reference to this Agreement includes any schedules and annexures;
- (e) a reference to a clause, document or agreement, including this Agreement, includes a reference to that clause, document or agreement as novated or amended from time to time;
- (f) a reference to a statute, ordinance or by-law includes regulations and other instructions under it and consolidations, amendments, re-enactments or replacements of any of them;
- (g) a reference to a party includes executors, administrators, permitted assigns and successors of that party;
- (h) 'including' means 'including without limitation';
- (i) a reference to a thing includes each and every part of that thing and a reference to a group of things includes one or more members or parts of that group;
- (j) a reference to one gender includes the other gender and the neutral gender;
- (k) all provisions and stipulations expressly or impliedly set out in any schedule to this agreement are hereby included as terms of this Agreement and therefore enforceable in accordance with their express or implied terms; and
- (l) a reference to dollars or \$ means Australian Dollars.

#### **4 WARRANTIES**

##### **4.1 Shire of Nannup acknowledges and warrants to Tourism WA that:**

- (a) as at the Commencement Date Shire of Nannup is free to, and has the authority to, enter into this Agreement;
- (b) Shire of Nannup has taken all necessary action to authorise the execution, delivery and performance of this Agreement in accordance with its terms;
- (c) all information provided to Tourism WA by or on its behalf in connection with this Agreement, the transactions contemplated by this Agreement, and its assets, business and affairs are true and correct in all material respects and are not, whether by omission or otherwise, misleading or deceptive; and



- (d) it has not withheld from Tourism WA any document, information or other fact material to the decision of Tourism WA to enter into this Agreement on its terms.

4.2 Shire of Nannup acknowledges that Tourism WA has entered into this Agreement in reliance on the representations and warranties in, or given under, this Agreement.

## **5 TERM**

This Agreement commences on the Commencement Date and terminates on the Termination Date.

## **6 SCOPE OF AGREEMENT**

### **6.1 must:**

- (a) conduct, carry out and manage all aspects of the Project and fulfil its Obligations in a competent, diligent, satisfactory and professional manner, and to a high standard;
- (b) comply with this Agreement; and
- (c) provide funding and other resources, including human resources, adequate to properly meet its Obligations.

6.2 Tourism WA must pay Shire of Nannup the Funding in the manner set out in Table 1 of Schedule 2 which must be used by Shire of Nannup to carry out the Project and for no other purpose. For avoidance of doubt, and without in any way limiting Tourism WA's rights under this Agreement, Tourism WA has no obligation to pay any part of the Funding to Shire of Nannup until Shire of Nannup has complied with its obligations in clause 8.9.

### **6.3 Shire of Nannup must notify Tourism WA:**

- (a) of any actual, pending or threatened claim, against one or more of Shire of Nannup a related body corporate or a senior staff members soon as practicable after Shire of Nannup becomes aware of that claim;
- (b) immediately if Shire of Nannup is in breach of any Law, receives an audit qualification, or breaches, fails to obtain or is under scrutiny through an inquiry or decree in respect to (as applicable) any consent, registration, approval, license or permit or agreement, order or award binding on Shire of Nannup or which Shire of Nannup requires in order to carry out one or both of the Project or its business; and

- (c) immediately if Shire of Nannup becomes aware of any fraud or corruption in relation to the Project, the Funding, any interest which accrues on the Funding, or this Agreement.

**6.4 must:**

- (a) keep and maintain accurate, complete, up-to-date and properly detailed written records of income, expenditure, work, activities, progress, setbacks, problems, business and commercial arrangements and dealings in relation to either or both of this Agreement and the Project, and promptly provide Tourism WA with information or documentation (relating in any way to the Project or this Agreement) requested by Tourism WA. Shire of Nannup must ensure that all such information or documentation (as the case may be) is accurate, complete, up-to-date, properly detailed and not in any way misleading or deceptive;
- (b) provide Tourism WA within five (5) Business Days of any such request with written evidence (to the satisfaction of Tourism WA in its absolute discretion) that Shire of Nannup is solvent and financially viable and secure and has the expertise and operational capability and capacity to carry out the Project; and
- (c) establish a separate account or cost centre within its financial system solely for the Funding and any interest which accrues on the Funding.

**7 PAYMENT OF FUNDING**

Subject to the terms and conditions of this Agreement, Tourism WA will pay to Shire of Nannup the Funding in accordance with the total funding specified in Item 6 of Schedule 1.

**8 PARTIES OBLIGATIONS**

**8.1 Use of Funding**

- (a) Shire of Nannup must use the Funding (and any interest which accrues on the Funding) for carrying out of the Project in accordance with this Agreement and the Project Budget. All of this expenditure must be effected in a commercially prudent, sensible and reasonable manner.
- (b) In carrying out the Project, Shire of Nannup must comply with and meet all Milestones including completing the Project by the Completion Date.
- (c) Without in any way limiting Tourism WA's rights under this Agreement, including under clause 13, or under Law, if Shire of

Nannup fails to comply with or meet a Milestone, Tourism WA may at any time impose additional milestones in relation to any aspect of the Project or replace any Milestones with new milestones (Additional/New Milestones). Tourism WA has absolute discretion as to whether to impose additional milestones, or replace existing Milestones, and as to what those new or replacement milestones will be and what aspects of the Project or Agreement they will relate to. In carrying out the Project, Shire of Nannup must comply with and meet all Additional/New Milestones or any further milestones set by Tourism WA, Tourism WA has the same rights as set out above to at any time impose new or replacement milestones in its absolute discretion without in any way limiting Tourism WA's rights under this Agreement, including under clause 13, or under Law.

## **8.2 No Changes**

Shire of Nannup must not make any changes to the Project or any agreed budget (including the Project Budget) without the prior written consent of Tourism WA, which consent may be withheld in Tourism WA's absolute discretion.

## **8.3 No Endorsement**

Shire of Nannup agrees that nothing in this Agreement constitutes an endorsement by Tourism WA of any goods or services provided by .

## **8.4 Acknowledgement**

Shire of Nannup will acknowledge the funding of the Project in the manner set out in Item 1 of Schedule 4.

## **8.5 Requests for Information**

Shire of Nannup is to promptly provide Tourism WA with any documents or information relating to this Agreement or the Project on request. Shire of Nannup must ensure that all such documents and information are accurate, comprehensive, sufficiently detailed, up-to-date and in no way misleading or deceptive.

## **8.6 Accounts and Reporting**

- (a) Shire of Nannup must provide Tourism WA with a progress report containing the information and within the timeframes set out in Schedule 3 of this Agreement.
- (b) Shire of Nannup must provide Tourism WA with a Final Report within three (3) months after receipt by Shire of Nannup of any written request from Tourism WA to do so or of any earlier termination of this Agreement.

- (c) This clause 8.6 survives termination of this Agreement.

#### **8.7 General Undertakings of**

Shire of Nannup must:

- (a) at all times duly perform and observe its Obligations and must promptly inform Tourism WA of any occurrence that might adversely affect its ability to do so in a material way;
- (b) undertake its Obligations with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or Obligations under this Agreement;
- (d) comply with all Laws; and
- (e) cooperate fully with Tourism WA in the administration of this Agreement.

#### **8.8 Negation of Employment, Partnership and Agency**

- (a) Shire of Nannup must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of Tourism WA or as otherwise able to bind or represent Tourism WA.
- (b) Shire of Nannup will not, by virtue of this Agreement, be or for any purpose be deemed to be, an employee, partner, or agent of Tourism WA, or have any power or authority to bind or represent Tourism WA.

#### **8.9 Insurance**

- (a) Shire of Nannup shall for the Term of this Agreement at its own cost, effect and keep current:
  - i. Workers' Compensation / employers indemnity insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount not less than \$50,000,000 for any one event in respect of workers of Shire of Nannup and
  - ii. Public Liability insurance for a minimum amount of \$20,000,000 in respect of any one claim and unlimited in the aggregate.
- (b) Following a written request from or on behalf of Tourism WA Shire of Nannup, shall provide to Tourism WA certificates of currency for the insurance policies or a declaration in a form satisfactory to Tourism

WA from Shire of Nannup insurer confirming that the insurance requirements under this Agreement have been met.

- (c) It is the sole responsibility of Shire of Nannup to ensure that any personnel employed or engaged for the purposes of meeting its Obligations are adequately insured for the nature of services or work to be performed or provided by them.

## **9 REPAYMENT AND RETENTION OF FUNDING**

Within twenty (20) Business Days from receipt by Shire of Nannup of any written request from Tourism WA to provide a Final Report or any earlier termination of this Agreement, Shire of Nannup must remit to Tourism WA any Funding that Tourism WA has paid to Shire of Nannup that has not been spent or committed in accordance with this Agreement and any interest which accrued on that Funding. This clause 9 does not limit clause 13.3 in any way.

## **10 LIMITATION OF LIABILITY**

- 10.1 Tourism WA is not responsible or liable in any way for the success or otherwise of the Project or for any losses suffered by Shire of Nannup in undertaking the Project. Shire of Nannup releases Tourism WA from all liability in relation to one or more of the Project, this Agreement and any related matter and agrees that neither it nor any related body corporate will make a claim against Tourism WA or any of Tourism WA's Associates arising directly or indirectly in relation to one or more of the Project, this Agreement and any related matter. This clause 10 may be pleaded by Tourism WA or its Associates as a bar to any proceedings commenced by Shire of Nannup against Tourism WA or its Associates in relation to one or more of the Project, this Agreement and any related matter.
- 10.2 If the Funding (and any interest which accrues on the Funding) is insufficient for Shire of Nannup to properly fulfil all of its Obligations, then Shire of Nannup must still fulfil its Obligations at its own cost.
- 10.3 Shire of Nannup must indemnify Tourism WA and must keep it indemnified and hold it and its officers, employees and agents harmless from and against all loss, damage, claims liability, suffered or incurred by or brought against Tourism WA or any of its respective officers, employees and agents whether before or after the date of this Agreement caused by, arising out of or relating directly or indirectly to any:
  - (a) breach of any Obligation by Shire of Nannup;
  - (b) act or omission of Shire of Nannup or its employees, contractors, officers or agents; or

- (c) breach of a Law by Shire of Nannup or any of its employees, contractors, officers or agents.

10.4 This clause 10 survives the termination of this Agreement.

## **11 FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006**

- 11.1 Shire of Nannup acknowledges and agrees that this Agreement and information regarding it is subject to the Freedom of Information Act 1992 and that Tourism WA may publicly disclose information in relation to this Agreement, including its terms and the details of Shire of Nannup.
- 11.2 The Parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the Auditor General Act 2006 and the Financial Management Act 2006 are not limited or affected by this Agreement.
- 11.3 Shire of Nannup must allow the Auditor General, or an authorised representative, to have access to and examine Shire of Nannup records and information concerning this Agreement.

## **12 NOTICES**

Any notice request, direction or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
  - i. hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in clause 12(f); or
  - ii. sent by facsimile to the facsimile number of the Party receiving the notice as set out in clause 12(f); or
  - iii. sent by electronic mail transmission to the email address of the Party receiving the notice as set out in clause 12(f);
- (d) subject to clause 12(e), is taken to be received:
  - iv. in the case of hand delivery, on the date of delivery;
  - v. in the case of post, on the third Business Day after posting;
  - vi. in the case of facsimile, on the date of transmission;
  - vii. in the case of electronic mail transmission on receipt of the whole of the Notice in the "in-box" on the date of transmission; and

- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.
- (f) Notice Addresses:
  - viii. Tourism WA
    - Registered Mail: GPO Box X2261, Perth WA 6847
    - Facsimile: (08) 9262 1787
    - Email: info@westernaustralia.com
  - ix. Shire of Nannup
    - Registered Mail: PO Box 11, Nannup WA 6275
    - Facsimile: (+61 8) 9756 1275
    - Email: nannup@nannup.wa.gov.au

### **13 DEFAULT AND TERMINATION**

#### **13.1 Event of Default by**

An Event of Default occurs if:

- (a) Shire of Nannup breaches any of its Obligations, which (if remediable) continues without remedy for ten (10) Business Days after notice in writing has been served on Shire of Nannup by Tourism WA. This subclause does not limit any other part of this clause 13.1 in any way; or
- (b) Shire of Nannup breaches any Obligation of this Agreement and such breach cannot be remedied. This subclause does not limit any other part of this clause 13.1 in any way; or
- (c) Shire of Nannup fails to comply with or meet a Milestone, an Additional/New Milestone or any other milestone set by Tourism WA in accordance with this Agreement; or
- (d) Shire of Nannup suffers, or is or becomes subject to, an Insolvency Event; or
- (e) Tourism WA believes, in its absolute discretion, that Shire of Nannup is unwilling or unable to comply with any one or more of the Obligations; or
- (f) Shire of Nannup repudiates the Agreement; or
- (g) a material warranty given by or representation made by Shire of Nannup is or becomes untrue; or
- (h) Shire of Nannup makes a notification to Tourism WA of the type set out in clause 6.3; or

- (i) Shire of Nannup fails to comply with clause 8.9; or
- (j) any aspect of this Agreement is or is held to be void, unenforceable, or invalid for whatever reason; or
- (k) Shire of Nannup persistently, regularly, consistently or continually breaches the Obligations. This subclause does not limit any other part of this clause 13.1 in any way; or
- (l) where this Agreement provides for or contemplates the Parties reaching further agreement in relation to either or both of this Agreement and the Project, such further agreement is not reached and recorded in writing within a reasonable time.

### **13.2 Effect of Event of Default**

- (a) If an Event of Default occurs, Tourism WA may terminate the Agreement by providing notice in writing to Shire of Nannup and the Agreement is then terminated from the date specified in that notice.
- (b) Without limiting Tourism WA's rights under clause 13.2(a), if Shire of Nannup is in breach of this Agreement, Tourism WA may suspend the performance of its Obligations until such time as it is satisfied in its absolute discretion that Shire of Nannup has remedied that breach.
- (c) Tourism WA may terminate the Agreement by providing notice in writing to Shire of Nannup if, in the opinion of Tourism WA exercisable in its absolute discretion, the Project is no longer necessary for any reason and the Agreement is then terminated from the date specified in that notice, although in this instance only, clause 13.3(c) of this Agreement does not apply.
- (d) If Tourism WA terminates this Agreement in accordance with this clause 13.2 or otherwise, or this Agreement otherwise comes to an end clauses 4, 6.3, 8.4, 8.5, 8.6, 8.7, 8.8, 8.9, 9, 10, 11, 12, 13.3 and 17 will survive termination of this Agreement.

For the avoidance of doubt, this sub-clause 13.2(d) does not set out an exhaustive list of clauses, rights and obligations that will survive termination and any other clauses, rights and obligations that survive at common law are also intended by the Parties to, and do, survive the termination of this Agreement.

### **13.3 No Further Funding and Recovery of Funding**

If this Agreement is terminated under clause 13.2, or terminated unlawfully by Shire of Nannup:



- (a) Tourism WA has no further obligation to pay Shire of Nannup any part of the Funding which has not yet been paid to Shire of Nannup.
- (b) Shire of Nannup must remit to Tourism WA within twenty (20) Business Days from the date of termination all Funding paid to Shire of Nannup under the Agreement that has not been spent or committed in accordance with this Agreement by the date of termination and any interest which has accrued on that Funding; and
- (c) Subject to clause 13.2(c), if requested by Tourism WA in writing, Shire of Nannup must remit to Tourism WA within twenty (20) Business Days from the date of Tourism WA's request all Funding paid to Shire of Nannup under the Agreement that has been spent or committed and any interest which has accrued on that Funding. If Tourism WA only requests Shire of Nannup to remit part of those monies, Shire of Nannup must remit that part of those monies within twenty (20) Business Days from the date of Tourism WA's request.

#### **14 ENTIRE AGREEMENT**

This Agreement constitutes the entire, full and complete understanding and agreement between the Parties in relation to its subject matter and supersedes all prior communications, negotiations, arrangements and agreements between the Parties with respect to the subject matter of this Agreement.

#### **15 VARIATION**

Any modification, amendment or other variation to this Agreement must be made in writing, and must, unless Tourism WA in its absolute discretion directs in writing otherwise, be duly executed by both Parties.

#### **16 GOODS AND SERVICES TAX (GST)**

- 16.1 For the purposes of this Agreement, including this clause 16 the terms "GST", "recipient-created tax invoice", "registered", "supply", "tax invoice" and "taxable supply" have the same meanings as in the GST Act.
- 16.2 Subject to clause 16.3 below, if GST is or becomes payable by a Party (Supplier) in relation to any supply that it makes under, in connection with, or resulting from, this Agreement, then (unless consideration for that supply is expressly stated to include GST) in addition to any consideration provided by a Party (Supplied Party) for that supply, the Supplied Party must pay to the Supplier the amount of any GST for which the Supplier is liable in relation to that supply (Additional Amount) at the same time as the relevant consideration of any part of it is provided.

- 16.3 Subject to clause 16.5 below, the obligation in clause 16.2 above to pay the Additional Amount only arises once the Supplier has issued a tax invoice to the Supplied Party in respect of the Additional Amount.
- 16.4 If the Funding is consideration for the supply of anything under, in connection with, or resulting from, this Agreement which is a taxable supply under the GST Act, the Funding is exclusive of GST.
- 16.5 If the Funding is consideration for the supply for anything under, in connection with, or resulting from, this Agreement which is a taxable supply under the GST Act, Tourism WA may choose (in its absolute discretion) by notice to Shire of Nannup to have Tourism WA issue a RCTI in respect of the Additional Amount and if Tourism WA so chooses:
- (a) Tourism WA will issue a RCTI in respect of the Additional Amount and Shire of Nannup will not issue a tax invoice in respect of that Additional Amount;
  - (b) Shire of Nannup warrants that it is registered for GST and will notify Tourism WA as soon as practicable of any change to Shire of Nannup registration;
  - (c) Tourism WA warrants that it is registered for GST and will notify Shire of Nannup as soon as practicable of any change to Tourism WA's registration; and
  - (d) Tourism WA will indemnify and keep indemnified Shire of Nannup for any liability for GST and any related penalty or interest charge that may arise from a statement of GST payable on the supply for which Tourism WA issues a RCTI under this Agreement.

## **17 INTELLECTUAL PROPERTY**

- 17.1 All IPR in any material which is produced by or on behalf of a Party during the Term and any variation of such material vests in that Party on creation.
- 17.2 Each Party acknowledges and agrees that it:
- (a) has no right, title or interest in any of the other Party's trademarks or logos, except to use those trademarks or logos as provided for in this Agreement;
  - (b) shall not take action to the detriment of the rights or interest of the other Party in their trademarks or logos during the Term; and
  - (c) shall not cause, influence, assist or procure in any manner whatsoever any other person or entity either during or after the Term to assert the invalidity of, or contest the other Party's trademarks or logos without the other Party's prior written approval.

## **18 CONFIDENTIAL INFORMATION**

18.1 Each Party must keep confidential information of the other Party ("Confidential Information") acquired by it or by virtue of, or in connection with, this Agreement both during and after the Term.

18.2 Each Party must not:

- (a) directly or indirectly make or allow, permit or suffer anybody else to make use of, other than for the purposes of this Agreement, the Confidential Information; and
- (b) disclose to any other person the Confidential Information, other than those of its employees, officers, agents, auditors and legal, business and financial advisers who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:
  - i. they were employed or engaged to discharge; and
  - ii. which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement.

18.3 The preceding provisions of this clause 18 do not apply to a Party if:

- (a) it is required to disclose the Confidential Information under any Law in operation in Australia;
- (b) in the case of Tourism WA it is required to disclose the Confidential Information by virtue of a request or an order or direction given to it by or on the part of any Minister or the government of the State or the Parliament of the State or any committee or subcommittee of that parliament; or
- (c) the Parties agree in writing to disclose the Confidential Information.

18.4 Each Party will ensure that its officers, employees, agents and auditors comply with the preceding provisions of this clause 18 (subject to any exceptions therein).

## **19 CONFLICT OF INTEREST**

If a conflict of interest arises in respect of a Party, that Party must:

- a) promptly notify the other Party that the conflict has arisen and provide full details; and
- b) take reasonable steps in consultation with the other Party to agree on the strategy or strategies to be implemented to manage and or resolve the conflict.

## **20 WAIVER**

- 20.1 No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- 20.2 A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.
- 20.3 Any failure to enforce any part of this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party, will not be construed as a waiver of any rights under this Agreement or under any Law.

## **21 ASSIGNMENT**

- 21.1 Shire of Nannup must not, without the prior written consent of Tourism WA (which consent may be withheld in its sole discretion), sell, transfer, assign or otherwise dispose of, or part with, or attempt or agree to sell, transfer, assign or otherwise dispose of, or part with, any of its rights, entitlements or Obligations under, or interest in, this Agreement. Tourism WA may at any time, in its absolute discretion, assign or transfer its rights and Obligations under this Agreement as it sees fit.
- 21.2 In considering whether to provide consent under 21. Tourism WA may require Shire of Nannup to produce to Tourism WA such information and documents in relation to the expertise, experience, creditworthiness and business standing of the proposed purchaser, transferee, assignee, or recipient of Shire of Nannup rights, entitlements or Obligations under, or interest in, this Agreement (as the case may be) as it considers appropriate.

## **22 GOVERNING LAW**

This Agreement is governed by the laws in force in Western Australia. Each Party irrevocably submits unconditionally to the non-exclusive jurisdiction of the Courts of Western Australia and of all Courts competent to hear appeals therefrom in relation to any legal action, suit or proceeding arising out of or with respect to the Agreement.

## **23 ACCESS TO LAND**

If the Project is being undertaken on land (whether freehold or Crown land) that is not owned, leased or managed by Shire of Nannup, Shire of Nannup must obtain and have in place for the duration of this Agreement the written consent of the person owning or leasing that land to undertake the Project on that land.

## **24 SCHEDULES**

- 24.1 Any express or implied provision of any Schedule to this Agreement is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.
- 24.2 Without limiting the preceding provisions of this clause 24, Shire of Nannup agrees to comply with the Special Conditions, if any.

## 25 EXECUTION

Executed as an Agreement.

<p>Signed for and on behalf of</p> <p><b>WESTERN AUSTRALIAN TOURISM COMMISSION</b></p> <p>by a duly authorised signatory:</p>     <p>_____</p> <p>Deryn Belford</p> <p>Executive Director, Destination Development</p> <p>Western Australian Tourism Commission</p>  <p>_____</p> <p>Date</p>  <p>In the presence of:</p>     <p>_____</p> <p>Witness signature</p>     <p>_____</p> <p>Witness name</p>     <p>_____</p> <p>Date</p>	<p>Signed for and on behalf of</p> <p><b>SHIRE OF NANNUP</b></p> <p>by a duly authorised signatory:</p>     <p>_____</p> <p>Peter Clarke</p> <p>Chief Executive Officer</p> <p>Shire of Nannup</p>  <p>_____</p> <p>Date</p>  <p>In the presence of:</p>     <p>_____</p> <p>Witness signature</p>     <p>_____</p> <p>Witness name</p>     <p>_____</p> <p>Date</p>
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## SCHEDULE 1

### GRANT (PROJECT) DETAILS

Shire of Nannup Details		
Item 1	Name	Shire of Nannup
	Address	PO Box 11, Nannup WA 6275
	Contact Name	Louise Stokes - Community & Economic Development Officer
	Email	louise.stokes@nannup.wa.gov.au
	Phone	(+61 8) 9756 1018
Item 2	Name of the Grant (Project)	Regional Visitor Centre Sustainability Grant Program 2015-16 Funding: Nannup Visitor Centre
Item 3	Grant (Project) Details	Funding will contribute to the cost of purchase, installation and/or implementation of: (i) Visitor Centre internal fitout, (ii) Purchase and installation of external signage and A-frame sign, and (iii) Purchase and installation of accounting software package.
Item 4	Termination Date	Upon acquittal of the Grant, and no later than 31 December 2016.
Item 5	Grant (Project) Funding Details	Total funding of \$19,218.97 (ex GST) from Royalties for Regions Regional Visitor Centre Sustainability Grant Program funds will be made available in the 2015-16 financial year for the projects, with Shire of Nannup intending to deliver on and acquit all projects within the 2016-17 financial year, and no later than 31 December 2016. Funding will be made in one payment after the Agreement has been executed by both Parties.
Item 6	Total Grant (Project) Funding Amount	\$19,218.97 (ex GST)

**SCHEDULE 2****PROJECT BUDGET****Table One**

Item of Expenditure	Grant Amount Funded by Tourism WA \$	Recipient Matching Cash \$	Recipient Matching In- Kind Support \$	Total \$
Visitor Centre internal fitout to include air-conditioning, shelving, brochure racking, door counter, lighting upgrades, 2 x filing cabinets, 3 x desks, telephone and answering machine, new front door and flyscreens, restump floors and polish floorboards.	14,649.17	218.97	15,000.00	29,868.14
Purchase and installation of external signage and A-frame sign.	4,292.50	4,000.00	.00	8,292.50
Purchase and installation of accounting software package.	277.30	.00	.00	277.30
<b>Total Budget (ex GST)</b>	<b>19,218.97</b>	<b>4,218.97</b>	<b>15,000.00</b>	<b>38,437.94</b>

Shire of Nannup in-kind support includes re-stumping visitor centre floor, as per detail of grant application.



**SCHEDULE 3****PROJECT MILESTONES**

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Obligations (Deliverables)		Milestone
A	Progress report.	30 June 2016
B	ATAP and WA Visitor Centre accreditation, completed.	31 December 2016
C	Visitor Centre internal fitout to include air-conditioning, shelving, brochure racking, door counter, lighting upgrades, 2 x filing cabinets, 3 x desks, telephone and answering machine, new front door and flyscreens, restump floor and polish floorboards,	31 December 2016
D	Purchase and installation of external signage and A-frame sign completed.	31 December 2016
E	Purchase and installation of accounting software package completed.	31 December 2016
F	Final Report	31 December 2016
Completion of the Project, including all of the Obligations		No later than 31 December 2016

## **SCHEDULE 4**

### **SPECIAL CONDITIONS OF GRANT**

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#### **Item 1 Special Conditions of the Grant Agreement**

**1. Local Products and Services:**

Shire of Nannup agrees to comply with the State Supply Commission Guidelines. As a general rule, a minimum of three quotes is required.

**2. Shire of Nannup agrees to comply with the Western Australian Government's Buy Local Policy and Building Local Industry Policy when purchasing goods or services or works for the Project.**

**3. Ongoing Costs:**

Shire of Nannup is solely responsible for the ongoing costs and maintenance associated with any facilities, including infrastructure installed, with Regional Visitor Centre Sustainability Grant Program funds. Tourism WA is under no obligation to provide further funding to maintain infrastructure.

**4. Acknowledgements:**

- (a) The respective roles of the Parties must be acknowledged where the Project is promoted including acknowledgement that the Project is supported through the Royalties for Regions funding program. Acknowledgement of Royalties for Regions is to be consistent with advice provided by the Department.
- (b) The Parties shall coordinate joint communications when dealing with the media and shared stakeholders in relation to the Project or issues of significance or mutual concern, including drafting media statements for comment prior to publication.
- (c) Any communication activity including presentation, publications, signage, articles, newsletters, or other literary works relating to the Project shall give equal representation to the Parties in the display of logos and Party names, as deemed appropriate.

**5 Other:**

Not applicable.

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#### **Item 2 Reporting Requirements**

Shire of Nannup must provide Tourism WA with a progress report as detailed in

Schedule 3, unless project(s) have been completed and acquitted. The progress reports must properly address the level of progress of the Project, hurdles to the Project, actual or intended solutions to such hurdles, and expenditure of the Funding.

Within three (3) months of completion of the Project, and no later than 31 December 2016, Shire of Nannup must provide Tourism WA with the following reports:

- (a) Final Report that shows precisely how the Funding was spent, the extent to which Project outcomes were achieved, and to the extent they weren't achieved, detailed reasons for such failure.
- (b) Statement of Income and Expenditure that shows receipts and payments related to this Agreement. The Statement must be certified by the Chief Financial Officer or Accountable Officers of Shire of Nannup.

**The above reports must be accurate, comprehensive, sufficiently detailed, up-to-date and in no way misleading or deceptive.**

## SHIRE OF NANNUP

## STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 NOVEMBER 2015 TO 30 NOVEMBER 2015

	2015/16	2015/16	2015/16	Variances Y-T-D Budget to	
<u>Operating</u>	Y-T-D Actual	Budget	Budget	Actual	
	\$	\$	\$	%	\$
<b>Revenues/Sources</b>					
Governance	50	208	500	76%	158
General Purpose Funding	363,986	332,614	798,274	(9%)	(31,372)
Law, Order, Public Safety	35,688	77,895	186,947	54%	42,207
Health	7,274	1,138	2,730	(539%)	(6,136)
Education and Welfare	2,059	22,429	53,830	91%	20,370
Housing	7,190	14,732	35,356	51%	7,542
Community Amenities	147,082	62,855	150,851	(134%)	(84,227)
Recreation and Culture	610,993	378,612	908,669	(61%)	(232,381)
Transport	881,296	501,250	1,203,000	(76%)	(380,046)
Economic Services	135,010	73,333	176,000	(84%)	(61,676)
Other Property and Services	6,474	12,500	30,000	48%	6,026
	<u>2,197,101</u>	<u>1,477,565</u>	<u>3,546,157</u>	<u>49%</u>	<u>(719,536)</u>
<b>(Expenses)/(Applications)</b>					
Governance	(415,604)	(112,643)	(270,344)	269%	302,961
General Purpose Funding	(65,153)	(69,729)	(167,350)	(7%)	(4,576)
Law, Order, Public Safety	(104,907)	(190,366)	(456,879)	(45%)	(85,459)
Health	(23,938)	(28,733)	(68,959)	(17%)	(4,795)
Education and Welfare	(89,866)	(89,945)	(215,868)	(0%)	(79)
Housing	(11,016)	(22,076)	(52,983)	(50%)	(11,060)
Community Amenities	(122,525)	(207,271)	(497,451)	(41%)	(84,746)
Recreation & Culture	(147,086)	(231,825)	(556,381)	(37%)	(84,739)
Transport	(418,356)	(1,012,589)	(2,430,213)	(59%)	(594,233)
Economic Services	(79,879)	(62,298)	(149,516)	28%	17,581
Other Property and Services	13,821	(72,344)	(173,626)	(119%)	(86,165)
	<u>(1,464,510)</u>	<u>(2,099,821)</u>	<u>(5,039,569)</u>	<u>(30%)</u>	<u>(635,311)</u>
<b>Adjustments for Non-Cash (Revenue) and Expenditure</b>					
(Profit)/Loss on Asset Disposals	0	(16,458)	(39,500)	(100%)	(16,458)
Depreciation on Assets	0	854,104	2,049,850	(100%)	854,104
<b>Capital Revenue and (Expenditure)</b>					
Purchase Land and Buildings	(1,030,957)	(452,868)	(1,086,884)	128%	578,089
Purchase Infrastructure Assets	(791,141)	(1,044,817)	(2,507,561)	(24%)	(253,676)
Purchase Plant and Equipment - Roads	0	0	0		
Purchase Plant and Equipment - Parks	(418,402)	(233,441)	(560,259)	79%	184,961
Purchase Furniture and Equipment	(2,135)	0	0	0%	2,135
Proceeds from Disposal of Assets	115,170	76,250	183,000	51%	(38,920)
Repayment of Debentures	(36,715)	(32,055)	(76,933)	15%	4,660
Proceeds from New Debentures	0	0	0	0%	0
Leave Provisions	0	82,048	196,915	(100%)	82,048
Accruals	(26,235)	3,036	7,287	(964%)	29,271
Self Supporting Loan Principal Income	5,961	6,067	14,560	(2%)	106
Transfers (to)/from Reserves	0	186,844	448,425	(100%)	186,844
ADD Net Current Assets July 1 B/Fwd	498,450	463,454	1,390,362		
LESS Net Current Assets Year to Date	497,432	0	0		
<b>Amount Raised from Rates</b>	<u>(1,450,846)</u>	<u>(730,093)</u>	<u>(1,474,151)</u>		

**SHIRE OF NANNUP**

**STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2015 TO 30 JUNE 2016**

	<b>2015/16 Actual \$</b>	<b>Brought Forward 01-July-2015 \$</b>
<b>NET CURRENT ASSETS</b>		
<b>Composition of Estimated Net Current Asset Position</b>		
<b>CURRENT ASSETS</b>		
Cash - Unrestricted	651,156	963,700
Cash - Restricted	283,332	167,325
Cash - Reserves	2,534,848	2,510,330
Receivables	807,126	260,980
Inventories	6,240	6,240
	<u>4,282,702</u>	<u>3,908,576</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables and Provisions	<u>(967,090)</u>	<u>(732,471)</u>
	3,315,612	3,176,105
Less: Cash - Reserves - Restricted	(2,818,180)	(2,677,656)
<b>NET CURRENT ASSET POSITION</b>	<u><u>497,432</u></u>	<u><u>498,450</u></u>

## SHIRE OF NANNUP

## STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2015 TO 31 DECEMBER 2015

	2015/16	2015/16	2015/16	Variances Y-T-D Budget to	
<u>Operating</u>	Y-T-D Actual	Y-T-D Budget	Budget	Actual	
	\$	\$	\$	%	\$
<b>Revenues/Sources</b>					
Governance	50	250	500	80%	200
General Purpose Funding	451,424	399,137	798,274	(13%)	(52,287)
Law, Order, Public Safety	36,261	93,474	186,947	61%	57,213
Health	8,022	1,365	2,730	(488%)	(6,657)
Education and Welfare	2,272	26,915	53,830	92%	24,643
Housing	7,630	17,678	35,356	57%	10,048
Community Amenities	150,815	75,426	150,851	(100%)	(75,389)
Recreation and Culture	622,283	454,335	908,669	(37%)	(167,949)
Transport	881,870	601,500	1,203,000	(47%)	(280,370)
Economic Services	20,494	88,000	176,000	77%	67,506
Other Property and Services	8,608	15,000	30,000	43%	6,392
	<u>2,189,728</u>	<u>1,773,079</u>	<u>3,546,157</u>	<u>23%</u>	<u>(416,650)</u>
<b>(Expenses)/(Applications)</b>					
Governance	(463,937)	(135,172)	(270,344)	243%	328,765
General Purpose Funding	(71,652)	(83,675)	(167,350)	(14%)	(12,023)
Law, Order, Public Safety	(196,010)	(228,440)	(456,879)	(14%)	(32,430)
Health	(28,150)	(34,480)	(68,959)	(18%)	(6,330)
Education and Welfare	(100,003)	(107,934)	(215,868)	(7%)	(7,931)
Housing	(13,935)	(26,492)	(52,983)	(47%)	(12,556)
Community Amenities	(151,189)	(248,726)	(497,451)	(39%)	(97,536)
Recreation & Culture	(160,481)	(278,191)	(556,381)	(42%)	(117,710)
Transport	(459,865)	(1,215,107)	(2,430,213)	(62%)	(755,242)
Economic Services	(119,109)	(74,758)	(149,516)	59%	44,351
Other Property and Services	48,605	(86,813)	(173,626)	(156%)	(135,418)
	<u>(1,715,724)</u>	<u>(2,519,785)</u>	<u>(5,039,569)</u>	<u>(32%)</u>	<u>(804,060)</u>
<b>Adjustments for Non-Cash</b>					
<b>(Revenue) and Expenditure</b>					
(Profit)/Loss on Asset Disposals	0	(19,750)	(39,500)	(100%)	(19,750)
Depreciation on Assets	0	1,024,925	2,049,850	(100%)	1,024,925
<b>Capital Revenue and (Expenditure)</b>					
Purchase Land and Buildings	(1,224,605)	(543,442)	(1,086,884)	125%	681,163
Purchase Infrastructure Assets	(1,130,980)	(1,253,780)	(2,507,561)	(10%)	(122,800)
Purchase Plant and Equipment - Roads	0	0	0		
Purchase Plant and Equipment - Parks	(449,797)	(280,130)	(560,259)	61%	169,667
Purchase Furniture and Equipment	(2,135)	0	0	0%	2,135
Proceeds from Disposal of Assets	115,170	91,500	183,000	26%	(23,670)
Repayment of Debentures	(36,715)	(38,467)	(76,933)	(5%)	(1,751)
Proceeds from New Debentures	0	0	0	0%	0
Leave Provisions	0	98,457	196,915	(100%)	98,457
Accruals	(26,235)	3,644	7,287	(820%)	29,878
Self Supporting Loan Principal Income	5,961	7,280	14,560	(18%)	1,319
Transfers (to)/from Reserves	(34,149)	224,213	448,425	(115%)	258,362
ADD Net Current Assets July 1 B/Fwd	498,450	695,181	1,390,362		
LESS Net Current Assets Year to Date	(360,186)	0	0		
<b>Amount Raised from Rates</b>	<u>(1,450,846)</u>	<u>(737,075)</u>	<u>(1,474,151)</u>		

**SHIRE OF NANNUP**

**STATEMENT OF FINANCIAL ACTIVITY**

**FOR THE PERIOD 1 JULY 2015 TO 31 DECEMBER 2015**

	<b>2015/16 Actual \$</b>	<b>Brought Forward 01-July-2015 \$</b>
<b>NET CURRENT ASSETS</b>		
<b>Composition of Estimated Net Current Asset Position</b>		
<b>CURRENT ASSETS</b>		
Cash - Unrestricted	(206,631)	963,700
Cash - Restricted	337,878	167,325
Cash - Reserves	2,534,848	2,510,330
Receivables	852,533	260,980
Inventories	6,240	6,240
	<u>3,524,868</u>	<u>3,908,576</u>
<b>LESS: CURRENT LIABILITIES</b>		
Payables and Provisions	<u>(1,012,328)</u>	<u>(732,471)</u>
	2,512,540	3,176,105
Less: Cash - Reserves - Restricted	(2,872,726)	(2,677,656)
<b>NET CURRENT ASSET POSITION</b>	<u><u>(360,186)</u></u>	<u><u>498,450</u></u>

Prog	Programme Description	COA	Description	Original Budget	Budget YTD	YTD Actual	Variance (\$)	Explanation
03	General Purpose Funding	0011	Rates Levied All Areas	\$0.00		-\$1,452,020.16	-\$1,452,020.16	Revaluations Impact. Slight Increase in revenue as result
03		0041	Legal Fees	\$5,000.00	\$2,069.33	-\$427.50	-\$5,427.50	Will be monitored and adjusted at budget review
03		0061	Non-Payment Penalty	-\$12,000.00	-\$5,000.00	-\$5,402.48	\$6,597.52	Will be monitored and adjusted at budget review
03		0091	Equilibration Grant	-\$800,000.00	-\$333,333.33	-\$207,552.50	\$592,447.50	Timing issues will be fully received
03		0261	Instalment Interest	-\$4,500.00	-\$1,875.00	-\$4,569.42	-\$69.42	Will be monitored and adjusted at budget review
03		0291	Local Road Grant	-\$500,000.00	-\$208,333.33	-\$106,018.00	\$393,982.00	Timing issues will be fully received
03		0361	Instalment Administration	-\$3,900.00	-\$1,625.00	-\$3,580.00	\$320.00	Will be monitored and adjusted at budget review
03		0422	Recoverable Expenses	\$10,000.00	\$4,166.67	\$8,176.74	-\$1,823.26	Will be monitored and adjusted at budget review
03		0472	Rating Valuations	\$32,350.00	\$13,479.17	\$1,675.00	-\$30,675.00	Timing issues will be fully expended
03		0523	Dept Of Tran. Commission	-\$24,000.00	-\$10,000.00	-\$8,392.17	\$15,607.83	Timing issues will be fully received
03		0533	Sundry Income	-\$19,600.00	-\$8,166.67	-\$14,449.55	\$5,150.45	Timing issues will be fully received
03		0573	Expenses Recovered (I)	-\$10,000.00	-\$4,166.67	-\$1,010.51	\$8,989.49	Will be monitored and adjusted at budget review
03		0594	St John's Contributions	\$0.00	\$0.00	-\$40.18	-\$40.18	Nil effect on budget
03		4802	Write Offs	\$100.00	\$41.67	\$0.00	-\$100.00	Timing issues will be fully expended
03		4872	D.O.T. Licensing Expenses	\$18,156.00	\$7,565.00	\$11,231.01	-\$6,924.99	Will be monitored and adjusted at budget review
03		4873	Interest On Investments - General	\$30,000.00	-\$12,500.00	-\$2,047.82	\$27,952.18	Will be monitored and adjusted at budget review
03		4883	Interest On Investments - Rtr	-\$30,000.00	-\$12,500.00	-\$3,540.66	\$26,459.34	Will be monitored and adjusted at budget review
04	Governance	0112	Election & Poll Expenses	\$2,500.00	\$1,041.67	\$1,775.14	-\$724.86	Will be monitored and adjusted at budget review
04		0122	Strategic/Community Planning	\$4,000.00	\$1,666.67	\$0.00	-\$4,000.00	Timing issues will be fully expended
04		0142	Refreshments & Functions -Council	\$15,205.00	\$6,335.42	\$3,926.90	-\$11,278.10	Timing issues will be fully expended
04		0162	Grants	\$27,700.00	\$11,541.67	\$24,681.82	-\$3,018.18	Will be monitored and adjusted at budget review
04		0172	Councillor Allowances	\$36,200.00	\$15,083.33	\$15,483.93	-\$20,716.07	Timing issues will be fully expended
04		0182	Subscriptions	\$25,547.00	\$10,644.58	\$21,145.50	-\$4,401.50	Timing issues will be fully expended
04		0192	Conference Expenses	\$4,100.00	\$1,708.33	\$1,840.91	-\$2,391.09	Timing issues will be fully expended
04		0202	Insurance	\$16,662.00	\$6,942.50	\$4,791.12	-\$11,870.88	Timing issues will be fully expended
04		0242	M/Leave Exp Admin	\$36,331.00	\$15,137.92	\$0.00	-\$36,331.00	Timing issues will be fully expended
04		0292	Insurance	\$18,092.00	\$7,513.33	\$17,853.33	-\$178.67	Timing issues will be fully expended
04		0312	Furn & Equip Minor	\$2,000.00	\$833.33	\$2,102.93	\$102.93	purchase of desk not budgeted for
04		0352	Transfer To Lsl Reserve	\$25,000.00	\$10,416.67	\$0.00	-\$25,000.00	Timing issues will be fully expended
04		0353	Contribution To Asset Management Reserve	\$130,000.00	\$54,166.67	\$0.00	-\$130,000.00	Timing issues will be fully expended
04		0354	Transfer To Equipment Reserve	\$6,250.00	\$2,250.00	\$0.00	-\$15,000.00	Timing issues will be fully expended
04		0362	Building &Gdns Oper&Mnce	\$66,355.00	\$27,647.92	\$11,528.67	-\$54,826.33	Timing issues will be fully expended
04		0363	Hire Fees - Shirley Humble Room	-\$500.00	-\$208.33	-\$50.00	\$450.00	Estimation only - unsure of final result
04		0372	Computer Maintenance	\$41,897.00	\$17,457.08	\$30,235.02	-\$11,661.98	Will be monitored - IT costs higher than anticipated
04		0382	Printing & Stationery	\$16,095.00	\$6,706.25	\$8,955.28	-\$7,139.72	Will be monitored - expected to meet budget
04		0392	Telephone	\$14,125.00	\$5,885.42	\$4,757.34	-\$9,367.66	Will be monitored - expected to meet budget
04		0402	Equipment Repair & Mnce	\$3,150.00	\$1,312.50	\$2,229.44	-\$920.56	Will be monitored - expected to meet budget
04		0412	Postage	\$4,400.00	\$1,833.33	\$1,553.28	-\$2,846.72	Timing issues will be fully expended
04		0432	Accommodation And Travel	\$6,000.00	\$2,500.00	\$4,529.86	-\$1,470.14	Timing issues will be fully expended
04		0442	Bank Charges	\$6,450.00	\$2,687.50	\$3,795.39	-\$2,654.61	Timing issues will be fully expended
04		0452	Advertising	\$4,825.00	\$2,010.42	\$8,158.16	\$3,333.16	Will be offset by recruitment expenses
04		0462	Audit Fees	\$11,330.00	\$4,720.83	\$690.00	-\$10,640.00	Timing issues will be fully expended
04		0482	Legal Expenses	\$1,000.00	\$416.67	\$0.00	-\$1,000.00	Timing issues will be fully expended
04		0492	Staff Training Expenses	\$9,000.00	\$3,750.00	\$1,983.18	-\$7,016.82	Timing issues will be fully expended
04		0502	Sundry Expenses	\$300.00	\$125.00	\$104.98	-\$195.02	Timing issues will be fully expended
04		0515	Transfer From Asset Management Reserve	-\$20,000.00	-\$6,333.33	\$0.00	\$20,000.00	Timing issues will be fully expended
04		0532	Gratuities	\$1,000.00	\$416.67	\$20.00	-\$980.00	Timing issues will be fully expended
04		0542	Lsl Expense Admin	-\$6,351.00	-\$2,646.25	\$0.00	\$6,351.00	Timing issues will be fully expended
04		0544	Vehicles & Plant General Admin	\$31,500.00	\$13,125.00	\$0.00	-\$31,500.00	Timing issues will be fully expended
04		0555	Contribution From Rate Equalisation Reserve	-\$50,000.00	-\$20,833.33	\$0.00	\$50,000.00	Timing issues will be fully expended
04		0812	Recruitment Expenses	\$3,000.00	\$1,250.00	\$70.00	-\$2,930.00	Timing issues will be fully expended
04		8052	Prof/Loss Sale Of Assets	\$15,700.00	\$6,541.67	\$0.00	-\$15,700.00	Timing issues will be fully expended
04		8053	Income Sale Of Assets	-\$30,000.00	-\$12,500.00	\$0.00	\$30,000.00	Timing issues will be fully expended
04		9042	Depreciation Councilors	\$843.00	\$351.25	\$0.00	-\$843.00	Timing issues will be fully expended



Prog	Programme Description	COA	Description	Original Budget	Budget YTD	YTD Actual	Variance (\$)	Explanation
04		9052	Depreciation Admin Buildings	\$29,529.00	\$12,303.75	\$0.00	-\$29,529.00	Timing Issues will be fully expended
05	Law, Order, Public Safety	0602	Assistance To BfV'S	\$79,928.00	\$12,470.00	\$0.00	-\$29,928.00	Timing Issues will be fully expended
05		0622	Firebreak Inspections	\$10,000.00	\$4,166.67	\$3,961.03	-\$6,038.97	Timing Issues will be fully expended
05		0632	Cesro Motor Vehicle Running Expenses	\$11,398.00	\$4,749.17	\$5,563.95	-\$5,834.05	Will be monitored and adjustments made in review
05		0642	Insurance - Buildings & Vehicles	\$29,529.00	\$12,303.75	\$7,779.00	-\$1,750.00	Timing issues will be fully expended
05		0652	Maintenance Of Fire Breaks	\$12,211.00	\$5,087.92	\$1,886.12	-\$10,324.88	Timing issues will be fully expended
05		0653	Strategic Firebreak - Cockatoo Valley (Income)	-\$2,500.00	-\$1,041.67	\$0.00	\$2,500.00	Timing issues will be fully expended
05		0662	Minor Plant & Equipment < \$1200	\$500.00	\$708.33	\$570.84	\$70.84	Timing issues will be fully expended
05		0703	Fesa Levy Dies	-\$86,651.00	-\$36,104.58	-\$77,755.00	\$58,896.00	Timing issues will be fully expended
05		0704	Dfes Grant For Cesro	-\$79,796.00	-\$33,248.33	\$0.00	\$79,796.00	Timing issues will be fully expended
05		0712	Fire Break Inspections	\$33,346.00	\$13,894.17	\$11,803.61	-\$21,542.39	Timing issues will be fully expended
05		0714	Firebreaks Superannuation	\$3,276.00	\$1,365.00	\$1,125.41	-\$2,150.59	Timing issues will be fully expended
05		0715	Firebreaks Annual Leave Expense	\$2,722.00	\$1,134.17	\$0.00	-\$2,722.00	Timing issues will be fully expended
05		0716	Firebreaks Lsl Expense	\$985.00	\$410.42	\$0.00	-\$985.00	Timing issues will be fully expended
05		0721	Brigade Training	\$0.00	\$0.00	\$4,043.58	\$4,043.58	Funded via ESL Operating Grant
05		0722	Community Emergency Services Officer	\$80,447.00	\$33,519.58	\$33,500.60	-\$46,946.40	Timing issues will be fully expended
05		0725	Bushfire Coordinator Expenses	\$7,569.00	\$3,153.75	\$13,601.42	\$13,601.42	Bushfire grant carried fwd
05		0731	Cesro Superannuation	\$6,291.00	\$2,621.25	\$2,954.36	-\$4,614.64	Timing issues will be fully expended
05		0732	Fmo Annual Leave	\$500.00	\$208.33	\$0.00	-\$6,291.00	Timing issues will be fully expended
05		0742	Cesro Uniforms	\$1,200.00	\$500.00	\$0.00	-\$500.00	Timing issues will be fully expended
05		0755	Cesro Training	\$1,500.00	\$625.00	\$888.95	-\$1,200.00	Timing issues will be fully expended
05		0762	Mice Plant & Equipment	-\$500.00	-\$208.33	\$0.00	-\$611.05	Timing issues will be fully expended
05		0773	Fines	\$7,644.00	\$3,185.00	\$6,608.55	\$500.00	Timing issues will be fully expended
05		0801	Animal Control Salaries	\$6,500.00	\$2,708.33	\$9,779.30	-\$1,035.45	Reclassification of position - will be closely monitored
05		0802	Rangers Expenses	\$812.00	\$398.33	\$648.45	\$3,279.30	Will be monitored - expected to exceed budget and adjusted at review
05		0803	Animal Control Superannuation	\$675.00	\$281.25	\$0.00	-\$163.55	Reclassification of position - will be closely monitored
05		0804	Animal Control Annual Leave Expense	\$244.00	\$101.67	\$0.00	-\$675.00	Reclassification of position - will be closely monitored
05		0805	Animal Control Lsl Expense	\$16,394.00	\$6,830.83	\$3,900.20	-\$244.00	Reclassification of position - will be closely monitored
05		0832	Maintenance Of Brigade Vehicles	-\$3,500.00	-\$1,458.33	-\$4,117.45	-\$12,493.80	Timing issues will be fully expended
05		0833	Dog Registration Fees	-\$500.00	-\$208.33	-\$45.45	-\$617.45	Timing issues will be fully expended
05		0834	Cat Registration Fees	\$1,500.00	\$625.00	\$1,247.27	\$454.55	Will be monitored and adjusted at budget review
05		0842	Mice Land & Buildings	-\$100.00	-\$41.67	\$0.00	-\$252.73	Will be monitored - expected to meet budget
05		0843	Fines And Penalties	\$500.00	\$208.33	\$3,280.97	-\$320.00	Income above expectation
05		0852	Clothing & Accosories	\$1,800.00	\$750.00	\$2,242.21	\$2,780.97	Funded via ESL Operating Grant
05		0862	Utilities Rates & Taxes	\$5,000.00	\$2,083.33	\$3,965.23	\$442.21	Funded via ESL Operating Grant
05		0872	Other Goods & Services	\$2,800.00	\$1,166.67	\$969.77	-\$1,034.77	Funded via ESL Operating Grant
05		0905	Ses Utilities Rates & Taxes	\$1,064.00	\$443.33	\$909.99	-\$1,830.23	Funded via ESL Operating Grant
05		0922	Ses Insurance	\$0.00	\$0.00	\$423.64	-\$154.07	Funded via ESL Operating Grant
05		0925	Ses Minor Plant & Equipment <\$1200	\$0.00	\$0.00	\$106.77	\$423.64	Funded via ESL Operating Grant
05		0935	Ses Maint Of Plant & Equipment	\$1,000.00	\$416.67	\$0.00	\$106.77	Funded via ESL Operating Grant
05		0942	Emergency Response	\$0.00	\$0.00	\$480.00	-\$1,000.00	Timing issues will be fully expended
05		0955	Ses Maint Of Land & Buildings	-\$13,400.00	-\$5,583.33	-\$3,350.00	\$480.00	Funded via ESL Operating Grant
05		0963	Fesa Levy Ses	\$5,236.00	\$7,181.67	\$1,084.83	\$10,050.00	Funded via ESL Operating Grant
05		0975	Ses Other Goods & Services	\$116,658.00	\$48,607.50	\$0.00	-\$4,151.17	Funded via ESL Operating Grant
05		9062	Depreciation Fire Prevention	\$100.00	\$41.67	\$103.85	-\$116,658.00	Funded via ESL Operating Grant
07	Health	1242	Insurance	\$1,669.00	\$695.42	\$0.00	\$3.85	slight over budgetary spend
07		1252	A/Leave Exp Health	\$49,658.00	\$70,690.83	\$18,181.50	-\$1,669.00	Timing issues will be fully expended
07		1262	Health Inspection	\$604.00	\$251.67	\$0.00	-\$31,476.50	Timing issues will be fully expended
07		1272	Lsl Expense Health	\$2,008.00	\$836.67	\$498.30	-\$604.00	Timing issues will be fully expended
07		1282	Superannuation	\$2,050.00	\$854.17	\$450.00	-\$1,509.70	Timing issues will be fully expended
07		1322	Health Admin Expenses	-\$1,365.00	-\$568.75	-\$214.54	-\$1,600.00	Timing issues will be fully expended
07		1353	Septic Tank Application Fee	-\$1,365.00	-\$568.75	-\$7,059.36	\$1,150.46	Timing issues will be fully received
07		1383	General License Fees				-\$5,694.36	New Annual fee not included in budget will be adjusted at review

Prog	Programme Description	COA	Description	Original Budget	Budget YTD	YTD Actual	Variance (\$)	Explanation
07		1393	Water Testing Fees	\$0.00	\$0.00	\$8.95	\$8.95	Income above expectation
08	Education & Welfare	0992	Pre-Schools Mfoc	\$7,274.00	\$3,030.83	\$3,329.39	-\$3,944.61	Timing issues will be fully expended
08		0993	Rental Income - Frogs	-\$6,930.00	-\$2,887.50	\$0.00	\$6,930.00	Timing issues will be fully received
08		1022	Family Fun Day Expenses	\$1,000.00	\$458.33	\$0.00	-\$1,100.00	Timing issues will be fully expended
08		1024	Community Events Support	\$10,000.00	\$4,166.67	\$0.00	-\$10,000.00	Timing issues will be fully expended
08		1063	Kids Sport - Expenditure	\$35,000.00	\$14,583.33	\$12,067.79	-\$22,932.21	Timing issues will be fully expended
08		1065	Heritage Trail	\$0.00	\$0.00	\$4,409.62	\$4,409.62	\$4,409.62 carried fwd
08		1074	Community Sheds Expenditure	\$0.00	\$0.00	\$407.27	\$407.27	\$407.27 will be income from lease of sheds
08		1123	Community Development Grants	-\$750.00	-\$312.50	-\$500.02	\$249.98	Grant Opportunities not known at budget time. Will be fully expended no budgetary movement expected
08		1124	Kids Sport - Income	-\$80,000.00	-\$33,333.33	\$0.00	\$80,000.00	Timing issues will be fully received
08		1132	Youth Programs And Planning	\$5,000.00	\$2,083.33	\$9,297.05	-\$1,702.95	Timing issues will be fully expended
08		1143	Youth Advisory Council Income	\$0.00	\$0.00	-\$282.46	-\$282.46	Income used to offset spend within this area.
08		1159	School Holiday Programs Contributions	-\$2,050.00	-\$854.17	-\$978.18	\$1,671.82	Timing issues will be fully received
08		1163	Family Fun Day Income	-\$2,000.00	-\$833.33	\$0.00	\$2,000.00	Timing issues will be fully received
08		1173	Contributions - Community Bus	\$0.00	\$0.00	-\$972.73	-\$972.73	Nil effect on budget. Income used to offset spending
08		1612	Seniors Activities	\$2,100.00	\$875.00	\$2,000.00	-\$100.00	Will be overspend as a result of grant income not received. Offset by Community Development Officer expenditure below.
08		1613	Seniors Bus Hire	\$0.00	\$0.00	\$19,322.37	\$19,322.37	\$19,322.37 Self funded - no impact from rate income
08		1616	Cultural Plan	\$5,000.00	\$2,083.33	\$0.00	-\$5,000.00	Timing issues will be fully expended
08		1642	Community Dev. Officer	\$95,170.00	\$39,654.17	\$28,563.54	-\$66,606.46	savings as result of Youth Officer position no longer
08		1643	Cdo Superannuation	\$6,318.00	\$2,632.50	\$3,630.31	-\$2,687.69	Will be monitored
08		1645	Cdo Advertising & Promotion	\$4,287.00	\$1,786.25	\$0.00	-\$4,287.00	Timing issues will be fully expended
08		1647	Cdo Training	\$5,500.00	\$2,291.67	\$4,329.09	-\$1,170.91	Timing issues will be fully expended
08		1653	Grants - Seniors	-\$2,100.00	-\$875.00	\$0.00	\$2,100.00	No grant received.
08		9092	Depreciation Education	\$15,587.00	\$6,494.58	\$0.00	-\$15,587.00	Timing issues will be fully expended
09	Housing	1712	Staff Housing Maintenance	\$23,070.00	\$9,612.50	\$6,416.99	-\$16,653.01	Timing issues will be fully expended
09		1713	Leased Property Expenses	\$0.00	\$0.00	\$71.08	\$71.08	New Expenditure will be monitored closely
09		1723	Rental	-\$35,356.00	-\$14,731.67	-\$7,189.63	\$28,166.37	Properties not fully leased - Income lower
09		9232	Depredation Staff Housing	\$17,500.00	\$7,291.67	\$0.00	-\$17,500.00	Timing issues will be fully expended
10	Community Amenities	1092	Loan 37 Interest	\$34.00	\$14.17	\$0.00	-\$94.00	Timing issues will be fully expended
10		1094	Self Supporting Loan Income Interest	-\$5,516.00	-\$2,298.33	-\$2,404.10	\$9,111.90	Timing issues will be fully expended
10		1762	Domestic Collection	\$40,000.00	\$16,666.67	\$12,977.53	-\$27,022.47	Timing issues will be fully expended
10		1765	Recycling Collection	\$40,000.00	\$16,666.67	\$13,217.00	-\$26,783.00	Timing issues will be fully expended
10		1772	Rubbish Site Contract	\$117,119.00	\$48,799.58	\$29,603.87	-\$87,515.13	Timing issues will be fully expended
10		1803	Mobile Bin Charges	-\$62,170.00	-\$25,904.17	-\$65,527.32	-\$3,357.32	Estimation lower than actual
10		1805	Recycling Charges	-\$34,625.00	-\$14,427.08	-\$35,829.58	-\$1,204.58	Estimation lower than actual
10		1813	Tip Fees	-\$6,000.00	-\$2,500.00	-\$5,435.47	\$564.53	Timing issues will be fully received
10		1817	Warr Income	-\$32,940.00	-\$13,725.00	-\$33,210.00	-\$270.00	Estimation lower than actual
10		1824	Street Bin Pickups	\$14,763.00	\$6,151.25	\$9,127.00	-\$11,696.00	Timing issues will be fully expended
10		1832	Transfer To Land Fill Site Reserve	\$10,000.00	\$4,166.67	\$0.00	-\$10,000.00	Timing issues will be fully expended
10		2132	Town Planning Services	\$122,781.00	\$51,158.75	\$20,488.86	-\$102,292.14	Expenses expected to be lower than anticipated. Fully savings will be reviewed and adjustment made
10		2142	Planning Admin Expenses	\$9,926.00	\$4,135.83	\$1,210.59	-\$8,715.41	Timing issues will be fully expended
10		2152	Lal Expense	\$1,568.00	\$653.33	\$0.00	-\$1,568.00	Timing issues will be fully expended
10		2162	Superannuation	\$5,212.00	\$2,171.67	\$1,494.79	-\$3,717.21	Timing issues will be fully expended
10		2172	Town Planning Scheme	\$7,500.00	\$3,125.00	\$0.00	-\$7,500.00	Timing issues will be fully expended
10		2192	Annual Leave Expense	\$4,332.00	\$1,805.00	\$0.00	-\$4,332.00	Timing issues will be fully expended
10		2212	Lea Amendment Expenses	\$1,500.00	\$625.00	\$285.57	-\$1,234.43	Timing issues will be fully expended
10		2259	Planning Fees	-\$6,300.00	-\$2,625.00	-\$1,686.00	\$4,614.00	Timing issues will be fully received
10		2302	Cemetery Oper & Mfoc-Np	\$14,392.00	\$5,971.67	\$2,799.69	-\$11,532.31	Timing issues will be fully expended
10		2322	Public Conveniences	\$42,909.00	\$17,878.75	\$14,552.71	-\$28,356.29	Timing issues will be fully expended

Prog	Programme Description	COA	Description	Original Budget	Budget YTD	YTD Actual	Variance (\$)	Explanation
10		2362	Interest Repayments - Loan 37	\$5,546.12	\$2,310.88	\$2,313.06	-\$3,233.06	Timing issues will be fully expended
10		2373	Cemetery Fees	-\$3,300.00	-\$1,375.00	-\$2,989.08	\$310.92	Estimation lower than actual
10		9262	Depreciation Expense Refuse	\$4,475.00	\$1,864.58	\$0.00	-\$4,475.00	Timing issues will be fully expended
10		9312	Depreciation Public Toilets	\$8,993.00	\$3,747.08	\$0.00	-\$8,993.00	Timing issues will be fully expended
11	Recreation And Culture	1732	Community House	\$1,365.00	\$568.75	\$693.74	-\$671.26	Timing issues will be fully expended
11		2422	Town Hall	\$11,041.00	\$4,600.42	\$5,521.43	-\$5,519.57	Will be closely monitored. May exceed budget
11		2432	Recreation Centre	\$37,965.78	\$15,819.08	\$14,014.87	-\$23,950.91	Timing issues will be fully expended
11		2442	Community Centre	\$3,591.00	\$1,496.25	\$2,984.65	-\$606.35	Will be closely monitored. May exceed budget
11		2443	Transfer From Reserve	-\$776,147.00	-\$323,394.58	\$0.00	\$776,147.00	Timing issues will be fully expended
11		2453	Grants	-\$859,325.00	-\$358,052.08	-\$565,203.09	\$294,121.91	Timing issues will be fully expended
11		2462	Lesser Hall (Supper Room)	\$1,464.00	\$610.00	\$936.79	-\$527.21	Timing issues will be fully expended
11		2472	Old Roads Board Building	\$1,532.00	\$636.33	\$3,968.10	\$2,436.10	Overspend anticipated
11		2482	Bowling Club	\$2,998.00	\$1,249.17	\$2,505.37	-\$492.63	Overspend anticipated
11		2492	Cundinup Hall	\$625.00	\$260.42	\$544.65	-\$80.35	Timing issues will be fully expended
11		2502	Carlotta Hall	\$513.00	\$213.75	\$435.72	-\$77.28	Timing issues will be fully expended
11		2576	Lease Income - Community Centre	-\$5,070.00	-\$2,112.50	\$0.00	\$5,070.00	Timing issues will be fully expended
11		2577	Lease Income Supper Room	-\$22,100.00	-\$9,208.33	\$0.00	\$22,100.00	Timing issues will be fully expended
11		2842	Public Art Maintenance	\$8,908.00	\$3,711.67	\$2,788.60	\$6,119.40	Timing issues will be fully expended
11		2902	Salaries (Lib)	\$15,839.00	\$6,599.58	\$4,324.01	-\$11,514.99	Savings expected - change in staffing levels
11		2922	Library Office Expenses	\$8,910.00	\$3,712.50	\$1,438.61	-\$7,471.39	Timing issues will be fully expended
11		2932	Write Off Of Debts	\$200.00	\$83.33	\$0.00	-\$200.00	Timing issues will be fully expended
11		2993	Lost Book Charge	-\$200.00	-\$83.33	\$0.00	\$200.00	Timing issues will be fully expended
11		3123	History Of Nannup Income	\$0.00	\$0.00	-\$149.98	-\$149.98	Timing issues will be fully expended
11		7043	Rec Centre Hire Fees	-\$8,500.00	-\$3,541.67	-\$2,052.76	\$6,447.24	Timing issues will be fully expended
11		7053	Town Hall Hire	-\$6,500.00	-\$2,708.33	-\$3,814.58	\$2,685.42	Timing issues will be fully expended
11		7432	Foreshore Park	\$11,623.00	\$4,842.92	\$5,645.69	-\$5,977.31	Timing issues will be fully expended
11		9242	Depreciation Community House	\$1,875.00	\$781.25	\$0.00	-\$1,875.00	Timing issues will be fully expended
11		9292	Depreciation Community Sheds	\$3,175.00	\$1,302.08	\$0.00	-\$3,125.00	Timing issues will be fully expended
11		9302	Depreciation Carlotta Hall	\$1,850.00	\$770.83	\$0.00	-\$1,850.00	Timing issues will be fully expended
11		9322	Depreciation Rec Centre	\$42,341.00	\$17,642.08	\$0.00	-\$42,341.00	Timing issues will be fully expended
11		9332	Depreciation Town Hall	\$76,150.00	\$10,895.83	\$0.00	-\$26,150.00	Timing issues will be fully expended
11		9342	Depreciation Parks & Gardens	\$35,758.00	\$14,899.17	\$0.00	-\$35,758.00	Timing issues will be fully expended
11		9362	Depreciation Old Roads Board	\$1,625.00	\$677.08	\$0.00	-\$1,625.00	Timing issues will be fully expended
11		9392	Depreciation Cundinup Hall	\$425.00	\$177.08	\$0.00	-\$425.00	Timing issues will be fully expended
12	Transport	3160	Bridge Maintenance	\$36,326.00	\$15,135.83	\$126.10	-\$36,199.90	Timing issues will be fully expended
12		3212	Depot Office Mlce	\$41,402.00	\$17,250.83	\$14,106.31	-\$27,295.69	Timing issues will be fully expended
12		3221	Mrd Direct Grants	-\$93,000.00	-\$38,750.00	-\$101,400.00	-\$8,400.00	Timing issues will be fully expended
12		3230	Crossovers	\$5,000.00	\$2,083.33	\$800.00	-\$4,200.00	Timing issues will be fully expended
12		3231	Regional Road Group Grants	-\$392,000.00	-\$163,333.33	-\$152,000.00	\$240,000.00	Timing issues will be fully expended
12		3240	Traffic Signs & Control	\$5,000.00	\$2,083.33	\$3,838.15	-\$1,161.85	Timing issues will be fully expended
12		3242	Interest On Loan 38	\$0.00	\$0.00	-\$1,062.50	-\$1,062.50	Timing issues will be fully expended
12		3261	Roads To Recovery Grant	-\$880,000.00	-\$366,666.67	-\$330,785.00	\$549,215.00	Timing issues will be fully expended
12		3281	Mrd Bridgework Grant	-\$1,416,000.00	-\$590,000.00	-\$236,000.00	\$1,180,000.00	Timing issues will be fully expended
12		3311	Crossover Contribution	-\$1,000.00	-\$416.67	\$0.00	\$1,000.00	Timing issues will be fully expended
12		3341	Mowen Road	\$0.00	\$0.00	-\$60,000.00	-\$60,000.00	Timing issues will be fully expended
12		3380	Local Road Maintenance	\$587,316.00	\$244,715.00	\$277,247.32	-\$310,068.68	Timing issues will be fully expended
12		3410	Road verge Maintenance	\$89,044.00	\$37,101.67	\$22,350.24	-\$66,693.76	Timing issues will be fully expended
12		3420	Lighting Of Streets	\$32,436.00	\$13,515.00	\$10,191.69	-\$22,244.31	Will be monitored and adjusted at budget review
12		3440	Contract Street Sweeping	\$9,000.00	\$3,750.00	\$0.00	-\$9,000.00	Timing issues will be fully expended
12		3450	Traffic Counter Placement	\$5,985.80	\$2,494.08	\$926.10	-\$5,059.70	Timing issues will be fully expended
12		3470	Safety Measures Works	\$6,000.00	\$2,500.00	\$4,203.50	-\$1,796.50	Timing issues will be fully expended
12		3480	Gravel Pk Rehabilitation	\$20,000.00	\$8,333.33	\$0.00	-\$20,000.00	Timing issues will be fully expended
12		3572	Purchase Of Minor Equip.	\$6,000.00	\$2,500.00	\$0.00	-\$6,000.00	Timing issues will be fully expended

Prog	Programme Description	COA Description	Original Budget	Budget YTD	YTD Actual	Variance (\$)	Explanation
12		5594 Interest On Loans	\$9,078.61	\$1,282.75	\$1,322.34	-\$1,756.27	Timing issues will be fully expended
12		3682 Transfer To Plant Reserve	\$92,000.00	\$98,333.33	\$0.00	-\$92,000.00	Timing issues will be fully expended
12		3685 Transfer From Plant Reserve	-\$292,000.00	-\$112,666.67	\$0.00	\$292,000.00	Timing issues will be fully expended
12		4012 Gravel Pit Rehabilitation	\$20,000.00	\$8,333.33	\$166.37	-\$19,831.63	Timing issues will be fully expended
12		4263 Sale Of Material	-\$1,000.00	-\$416.67	-\$1,110.93	-\$110.93	Expected to exceed budget
12		7120 Romans Road Inv. System	\$5,500.00	\$2,291.67	\$5,463.17	-\$36.83	Timing issues will be fully expended
12		8392 Prof/Loss On Sale Assets	-\$9,500.00	-\$3,958.33	\$0.00	\$9,500.00	Will be monitored outcome unknown
12		8398 Income Sale Of Assets	-\$153,000.00	-\$63,750.00	-\$115,169.64	\$37,830.36	Timing issues will be fully expended
12		9372 Depreciation Roads & Footpaths	\$1,384,401.00	\$576,833.75	\$0.00	-\$1,384,401.00	Timing issues will be fully expended
13	Economic Services	0102 Australia Day Celebration	\$1,200.00	\$500.00	\$0.00	-\$1,200.00	Timing issues will be fully expended
13		1373 Septic Tank Inspection Fee	-\$1,500.00	-\$625.00	-\$236.00	\$1,264.00	Timing issues will be fully expended
13		3265 Main Street Upgrade	-\$155,000.00	-\$64,583.33	\$0.00	\$155,000.00	Timing issues will be fully expended
13		3565 Transfer From Main Street Reserve	-\$895,461.00	-\$373,108.75	\$0.00	\$895,461.00	Timing issues will be fully expended
13		3833 Tourism Income	\$0.00	\$0.00	\$197.83	\$197.83	Timing issues will be fully expended
13		3862 Functions/Events Support	\$9,732.00	\$4,055.00	\$4,717.54	-\$5,014.46	Timing issues will be fully expended
13		3932 Caravan Parks Maintenance	\$1,438.33	\$597.22	\$4,302.05	\$2,868.72	Insurance premiums higher. Will be adjusted at budget review
13		3933 Caravan Parks Income	-\$7,500.00	-\$3,125.00	-\$10,819.30	-\$2,819.30	Actual income to exceed budget
13		3952 Visitor Centre Support	\$5,000.00	\$2,083.33	\$5,201.71	-\$201.71	Will be monitored and adjusted at budget review
13		3962 Regional Promotion	\$2,500.00	\$1,041.67	\$1,588.17	-\$911.83	Timing issues will be fully expended
13		3964 Tourism Promotion	\$28,000.00	\$11,666.67	\$1,712.59	-\$26,287.41	Timing issues will be fully expended
13		4052 Lsl Expense Building	\$1,308.99	\$545.41	\$0.00	-\$1,308.99	Timing issues will be fully expended
13		4062 Building Control Salary	\$40,975.00	\$17,072.08	\$13,169.06	-\$27,803.94	Will be monitored and adjusted at budget review
13		4072 Building Control Superannuation	\$4,351.07	\$1,812.95	\$1,503.00	-\$2,848.07	Timing issues will be fully expended
13		4082 A/Leave Exp Building	\$3,615.92	\$1,506.63	\$0.00	-\$3,615.92	Timing issues will be fully expended
13		4092 Building Control Expenses	\$3,916.00	\$1,631.67	\$1,462.75	-\$2,453.25	Timing issues will be fully expended
13		4153 Cnges & Fees Build Permit	-\$12,000.00	-\$5,000.00	-\$4,853.91	\$7,146.09	Timing issues will be fully expended
13		9452 Depreciation Caravan Park	\$17,910.00	\$7,462.50	\$0.00	-\$17,910.00	Timing issues will be fully expended
14	Other Property And Services	4292 Private Works - Expenditure	\$26,407.00	\$11,002.92	\$471.08	-\$25,935.92	Timing issues will be fully expended
14		4312 Training	\$10,070.00	\$4,195.83	\$9,144.34	-\$975.66	Timing issues will be fully expended
14		4322 Lsl Expense Works	\$28,943.00	\$12,055.58	\$0.00	-\$28,943.00	Timing issues will be fully expended
14		4323 Private Works-Income	-\$90,000.00	-\$12,500.00	-\$6,473.98	\$23,526.02	Timing issues will be fully expended
14		4332 Salaries (Pwa)	\$100,917.34	\$42,048.89	\$35,580.87	-\$65,336.47	Timing issues will be fully expended
14		4352 A/Leave Exp Works	\$80,492.00	\$33,538.33	\$0.00	-\$80,492.00	Timing issues will be fully expended
14		4362 Occupational Super	\$103,342.82	\$43,059.51	\$36,574.97	-\$66,767.85	Timing issues will be fully expended
14		4402 Sick Leave	\$30,301.36	\$12,625.57	\$8,462.96	-\$21,838.40	Timing issues will be fully expended
14		4432 Insurance On Works	\$59,366.17	\$24,735.90	\$57,019.27	-\$2,346.90	Timing issues will be fully expended
14		4452 Protective Clothing	\$10,000.00	\$4,166.67	\$5,531.67	-\$3,619.47	Timing issues will be fully expended
14		4462 Occup. Hlth. Safety Expen	\$4,549.00	\$1,895.42	\$929.53	-\$4,468.33	Timing issues will be fully expended
14		4482 Tyres & Batteries	\$29,700.00	\$12,375.00	\$8,836.36	-\$20,863.64	Timing issues will be fully expended
14		4492 Licenses	\$20,394.93	\$8,497.89	\$11,895.86	-\$8,499.07	Timing issues will be fully expended
14		4982 Fuel & Oil	\$215,000.00	\$89,583.33	\$49,118.08	-\$165,881.92	Will be monitored and adjusted at budget review
14		4992 Sundry Tools & Stores	\$4,000.00	\$1,666.67	\$371.64	-\$3,628.36	Timing issues will be fully expended
14		6802 Parts And External Work	\$60,000.00	\$25,000.00	\$10,394.17	-\$49,665.83	Timing issues will be fully expended
14		7672 Recruitment Expenses	\$2,000.00	\$833.33	\$0.00	-\$2,000.00	Timing issues will be fully expended
14		9382 Depreciation Works Plant	\$324,510.00	\$135,212.50	\$0.00	-\$324,510.00	Timing issues will be fully expended
14		9562 Depreciation Works	\$16,295.00	\$6,789.58	\$0.00	-\$16,295.00	Timing issues will be fully expended



Prog	Programme Description	COA	Description	Original Budget	Budgeted YTD	YTD Actual	Variance (\$)	Explanation
03	General Purpose Funding	0011	RATES LEVIED ALL AREAS	\$1,450,846.00	\$1,450,846.00	\$1,450,846.00	\$0.00	
03		0061	NON-PAYMENT PENALTY	\$12,000.00	\$4,000.00	\$4,000.00	\$8,000.00	Revaluations Impact: Slight increase in revenue as result
03		0091	EQUALISATION GRANT	\$800,000.00	\$266,666.67	\$266,666.67	\$533,333.33	Expected to meet budget expectations
03		0261	INSTANTANEOUS INTEREST	\$4,500.00	\$1,500.00	\$1,500.00	\$3,000.00	Timing issues will be fully expended
03		0291	LOCAL ROAD GRANT	\$500,000.00	\$166,666.67	\$166,666.67	\$333,333.33	Will be monitored and adjusted at budget review
03		0361	INSTANTANEOUS ADMINISTRATION	\$3,900.00	\$1,300.00	\$1,300.00	\$2,600.00	Timing issues will be fully expended
03		0422	RECOVERABLE EXPENSES	\$32,350.00	\$3,333.33	\$3,333.33	\$29,016.67	Expected to meet budget expectations
03		0472	RATING VALUATIONS	\$32,350.00	\$10,783.33	\$10,783.33	\$21,566.67	Will be monitored and adjusted at budget review
03		0523	DEPT OF TRAN. COMMISSION	\$24,000.00	\$8,000.00	\$8,000.00	\$16,000.00	Timing issues will be fully expended
03		0533	SUNDARY INCOME	\$19,600.00	\$6,533.33	\$6,533.33	\$13,066.67	Will be monitored and adjusted at budget review
03		0573	EXPENSES RECOVERED (I)	\$10,000.00	\$3,333.33	\$3,333.33	\$6,666.67	Will be monitored and adjusted at budget review
03		0594	ST JOHN'S CONTRIBUTIONS	\$0.00	\$0.00	\$0.00	\$0.00	Nil effect on budget
03		4802	WRITE OFFS	\$100.00	\$33.33	\$33.33	\$66.67	Timing issues will be fully expended
03		4872	D.O.T. LICENSING EXPENSES	\$18,156.00	\$6,052.00	\$6,052.00	\$12,104.00	Will be monitored and adjusted at budget review
03		4873	INTEREST ON INVESTMENTS - GENERAL	\$30,000.00	\$10,000.00	\$10,000.00	\$20,000.00	Will be monitored and adjusted at budget review
03		4883	INTEREST ON INVESTMENTS - RTR	\$30,000.00	\$10,000.00	\$10,000.00	\$20,000.00	Will be monitored and adjusted at budget review
04	Governance	0112	ELECTION & POLL EXPENSES	\$2,500.00	\$833.33	\$833.33	\$1,666.67	\$941.81 Will be monitored and adjusted at budget review
04		0122	STRATEGIC/COMMUNITY PLANNING	\$4,000.00	\$1,333.33	\$1,333.33	\$2,666.67	\$1,333.33 Will be monitored and adjusted at budget review
04		0142	REFRESHMENTS & FUNCTIONS - COUNCIL	\$15,205.00	\$5,068.33	\$5,068.33	\$10,136.67	\$1,141.26 Expected to meet budget expectations
04		0162	GRANTS	\$27,700.00	\$9,233.33	\$9,233.33	\$18,466.67	\$15,448.49 Will be monitored and adjusted at budget review
04		0172	COUNCILLOR ALLOWANCES	\$36,200.00	\$12,066.67	\$12,066.67	\$24,133.33	\$9,092.29 Timing issues will be fully expended
04		0182	SUBSCRIPTIONS	\$25,547.00	\$9,515.67	\$9,515.67	\$16,031.33	\$12,629.83 Expected to meet budget expectations
04		0192	CONFERENCE EXPENSES	\$4,100.00	\$1,366.67	\$1,366.67	\$2,733.33	\$1,594.24 Timing issues will be fully expended
04		0202	INSURANCE	\$16,662.00	\$5,554.00	\$5,554.00	\$11,108.00	\$762.88 Timing issues will be fully expended
04		0242	A/LEAVE EXP ADMIN	\$36,331.00	\$12,110.33	\$12,110.33	\$24,220.67	\$65,797.09 Savings anticipated. Will be included within budget review
04		0272	SALARIES (ADM)	\$414,224.00	\$138,074.67	\$138,074.67	\$276,149.33	\$9,260.10 Savings anticipated. Will be included within budget review
04		0282	SUPERANNUATION	\$43,696.00	\$14,565.33	\$14,565.33	\$29,130.67	\$11,842.66 Timing issues will be fully expended
04		0292	INSURANCE	\$18,032.00	\$6,010.67	\$6,010.67	\$12,021.33	\$2,271.26 Purchase of desk not budgeted for. Overspend will be offset via building maintenance
04		0312	FURN & EQUIP MINOR	\$2,000.00	\$666.67	\$666.67	\$1,333.33	\$8,333.33 Timing issues will be fully expended
04		0352	TRANSFER TO LSL RESERVE	\$25,000.00	\$8,333.33	\$8,333.33	\$16,666.67	\$5,000.00 Timing issues will be fully expended
04		0353	CONTRIBUTION TO ASSET MANAGEMENT RESERVE	\$130,000.00	\$43,333.33	\$43,333.33	\$86,666.67	\$5,000.00 Timing issues will be fully expended
04		0354	TRANSFER TO EQUIPMENT RESERVE	\$15,000.00	\$5,000.00	\$5,000.00	\$10,000.00	\$6,771.68 Will be monitored and adjusted within budget review
04		0362	BUILDING & GDNS OPERAMTCE	\$66,355.00	\$22,118.33	\$22,118.33	\$44,236.67	\$17,578.60 Will be monitored - IT costs higher than anticipated
04		0368	HIRE FEES - SHIRLEY HUMBLE ROOM	\$41,897.00	\$13,965.67	\$13,965.67	\$27,931.33	\$4,544.07 Expected to meet budget expectations
04		0372	COMPUTER MAINTENANCE	\$16,085.00	\$5,365.00	\$5,365.00	\$10,720.00	\$828.78 Will be monitored - expected to meet budget
04		0382	PRINTING & STATIONERY	\$14,125.00	\$4,708.33	\$4,708.33	\$9,416.67	\$1,490.44 Will be monitored - expected to meet budget
04		0392	TELEPHONE	\$4,000.00	\$1,466.67	\$1,466.67	\$2,533.33	\$335.15 Will be monitored - overspend anticipated as result of increased cost of postage.
04		0402	EQUIPMENT REPAIR & MTCE	\$6,450.00	\$2,150.00	\$2,150.00	\$4,300.00	\$3,209.55 Will be monitored and reviewed within budget review
04		0412	POSTAGE	\$4,000.00	\$1,466.67	\$1,466.67	\$2,533.33	\$2,165.43 Timing issues will be fully expended
04		0432	ACCOMMODATION AND TRAVEL	\$11,390.00	\$3,776.67	\$3,776.67	\$7,613.33	\$6,989.93 Will be offset by recruitment expenses. However overspend anticipated.
04		0442	BANK CHARGES	\$9,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$3,380.33 Timing issues will be fully expended
04		0452	ADVERTISING	\$1,000.00	\$333.33	\$333.33	\$666.67	\$235.03 Timing issues will be fully expended
04		0462	AUDIT FEES	\$300.00	\$100.00	\$100.00	\$200.00	\$216.82 Timing issues will be fully expended
04		0482	LEGAL EXPENSES	\$20,000.00	\$6,666.67	\$6,666.67	\$13,333.33	\$66.77 Timing issues will be fully expended
04		0492	STAFF TRAINING EXPENSES	\$1,000.00	\$333.33	\$333.33	\$666.67	\$40,815.48 May be higher due to costs associated with works to existing Recreation Centre buildings
04		0502	SUNDARY EXPENSES	\$300.00	\$100.00	\$100.00	\$200.00	\$2,117.00 Timing issues will be fully expended
04		0515	TRANSFER FROM ASSET MANAGEMENT RESERVE	\$1,000.00	\$333.33	\$333.33	\$666.67	\$2,117.00 Timing issues will be fully expended
04		0532	GRATUITIES	\$1,000.00	\$333.33	\$333.33	\$666.67	\$16,666.67 Timing issues will be fully expended
04		0542	LSL EXPENSE ADMIN	\$63,000.00	\$21,000.00	\$21,000.00	\$42,000.00	\$16,666.67 Timing issues will be fully expended
04		0544	VEHICLES & PLANT GENERAL ADMIN	\$9,000.00	\$3,000.00	\$3,000.00	\$6,000.00	\$980.00 Timing issues will be fully expended
04		0553	CONTRIBUTION FROM RATE EQUALISATION RESERVE	\$15,700.00	\$5,233.33	\$5,233.33	\$10,466.67	\$5,233.33 Timing issues will be fully expended
04		8012	RECRUITMENT EXPENSES	\$30,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$4,545.45 Timing issues will be fully expended
04		8052	PROF/LOSS SALE OF ASSETS	\$943.00	\$281.00	\$281.00	\$662.00	\$281.00 Timing issues will be fully expended
04		8053	INCOME SALE OF ASSETS	\$29,529.00	\$9,843.00	\$9,843.00	\$19,686.00	\$9,843.00 Timing issues will be fully expended
04		9042	DEPRECIATION COUNCILLORS					
04		9052	DEPRECIATION ADMIN BUILDINGS					

Prog	Programme Description	COA	Description	Original Budget	Budgeted YTD	YTD Actual	Variance (\$)	Explanation
05	Law, Order, Public Safety	0602	ASSISTANCE TO BFB'S	\$29,228.00	\$9,976.00	\$0.00	\$9,976.00	Timing issues will be fully expended
05		0622	FIREBREAK INSPECTIONS	\$10,000.00	\$3,333.33	\$9,711.03	\$6,577.70	Timing issues will be fully expended
05		0632	CESO MOTOR VEHICLE RUNNING EXPENSES	\$11,398.00	\$3,799.33	\$6,665.61	\$2,666.28	Will be monitored and adjustments made in review
05		0642	INSURANCE - BUILDINGS & VEHICLES	\$79,720.00	\$9,843.00	\$7,775.00	\$17,936.00	Timing issues will be fully expended
05		0652	MAINTENANCE OF FIRE BREAKS	\$12,211.00	\$4,070.33	\$1,886.12	\$3,184.21	Timing issues will be fully expended
05		0653	STRATEGIC FIREBREAK - COCKATOO VALLEY (INCOME)	\$500.00	\$166.67	\$1,151.17	\$833.33	Timing issues will be fully expended
05		0662	MINOR PLANT & EQUIPMENT - \$1200	\$500.00	\$166.67	\$1,151.17	\$833.33	Timing issues will be fully expended
05		0703	FESA LEVY DFES	\$29,786.00	\$3,799.33	\$6,665.61	\$2,666.28	Will be monitored and adjustments made in review
05		0704	DFES GRANT FOR CESM	\$33,946.00	\$11,115.33	\$13,957.45	\$2,842.12	Timing issues will be fully expended
05		0712	MANAGEMENT SALARIES - FIRE BREAK INSPECTIONS	\$3,276.00	\$1,092.00	\$1,330.03	\$238.03	Timing issues will be fully expended
05		0714	FIREBREAK SUPERANNUATION	\$2,722.00	\$907.33	\$0.00	\$907.33	Timing issues will be fully expended
05		0715	FIREBREAKS ANNUAL LEAVE EXPENSE	\$985.00	\$328.33	\$0.00	\$328.33	Timing issues will be fully expended
05		0716	FIREBREAKS LSL EXPENSE	\$0.00	\$0.00	\$4,484.55	\$4,484.55	Funded via ESL Operating Grant
05		0721	BRIGADE TRAINING	\$80,447.00	\$26,815.67	\$39,165.72	\$12,350.05	Timing issues will be fully expended
05		0722	COMMUNITY EMERGENCY SERVICES OFFICER	\$50,000.00	\$16,666.67	\$13,133.15	\$3,533.52	Bushfire grant carried fwd
05		0725	BUSHFIRE COORDINATOR EXPENSES	\$7,569.00	\$2,523.00	\$3,468.70	\$945.70	Timing issues will be fully expended
05		0731	CESO SUPERANNUATION	\$6,291.00	\$2,097.00	\$0.00	\$1,097.00	Timing issues will be fully expended
05		0732	FMO ANNUAL LEAVE	\$500.00	\$166.67	\$0.00	\$166.67	Timing issues will be fully expended
05		0742	CESO UNIFORMS	\$1,200.00	\$400.00	\$0.00	\$400.00	Timing issues will be fully expended
05		0755	CESM TRAINING	\$1,500.00	\$500.00	\$1,359.93	\$1,359.93	Timing issues will be fully expended
05		0762	MTCE PLANT & EQUIPMENT	\$500.00	\$166.67	\$0.00	\$166.67	Timing issues will be fully expended
05		0773	FINES	\$7,644.00	\$2,548.00	\$7,421.75	\$4,873.75	Reclassification of position - will be closely monitored
05		0801	ANIMAL CONTROL SALARIES	\$6,500.00	\$2,166.67	\$10,304.81	\$8,138.14	Will be monitored - expected to exceed budget and adjusted at review
05		0802	RANGERS EXPENSES	\$812.00	\$270.67	\$766.35	\$495.68	Reclassification of position - will be closely monitored
05		0803	ANIMAL CONTROL SUPERANNUATION	\$675.00	\$225.00	\$0.00	\$225.00	Reclassification of position - will be closely monitored
05		0804	ANIMAL CONTROL ANNUAL LEAVE EXPENSE	\$244.00	\$81.33	\$0.00	\$81.33	Reclassification of position - will be closely monitored
05		0805	ANIMAL CONTROL LSL EXPENSE	\$16,394.00	\$5,464.67	\$6,904.54	\$1,439.87	Timing issues will be fully expended
05		0832	MAINTENANCE OF BRIGADE VEHICLES	\$3,300.00	\$1,100.00	\$4,599.00	\$3,499.00	Surplus Identified
05		0833	DOG REGISTRATION FEES	\$500.00	\$166.67	\$136.36	\$363.33	Will be monitored and adjusted at budget review
05		0834	CAT REGISTRATION FEES	\$1,500.00	\$500.00	\$1,247.27	\$147.27	Will be monitored - expected to meet budget
05		0842	MTCE LAND & BUILDINGS	\$100.00	\$33.33	\$320.00	\$220.00	Income above expectation
05		0843	FINES AND PENALTIES	\$500.00	\$166.67	\$5,011.90	\$4,845.23	Funded via ESL Operating Grant
05		0852	CLOTHING & ACCESSORIES	\$1,800.00	\$600.00	\$2,924.86	\$2,924.86	Funded via ESL Operating Grant
05		0862	UTILITIES RATES & TAXES	\$5,000.00	\$1,666.67	\$12,061.25	\$10,394.58	Funded via ESL Operating Grant
05		0872	OTHER GOODS & SERVICES	\$2,800.00	\$933.33	\$1,113.79	\$180.46	Funded via ESL Operating Grant
05		0905	SES UTILITIES RATES & TAXES	\$1,064.00	\$354.67	\$909.91	\$555.26	Funded via ESL Operating Grant
05		0922	SES INSURANCE	\$0.00	\$0.00	\$423.64	\$423.64	Funded via ESL Operating Grant
05		0925	SES MINOR PLANT & EQUIPMENT - \$1200	\$0.00	\$0.00	\$106.77	\$106.77	Funded via ESL Operating Grant
05		0935	SES MAINT OF PLANT & EQUIPMENT	\$1,000.00	\$333.33	\$0.00	\$333.33	Timing issues will be fully expended
05		0942	EMERGENCY RESPONSE	\$0.00	\$0.00	\$480.00	\$480.00	Funded via ESL Operating Grant
05		0955	SES MAINT OF LAND & BUILDINGS	\$13,600.00	\$4,466.67	\$3,300.00	\$1,116.67	Funded via ESL Operating Grant
05		0963	FESA LEVY SES	\$5,236.00	\$1,745.33	\$1,239.38	\$255.35	Funded via ESL Operating Grant
05		0975	SES OTHER GOODS & SERVICES	\$116,658.00	\$38,866.00	\$0.00	\$38,866.00	Funded via ESL Operating Grant
05		9062	DEPRECIATION FIRE PREVENTION					

Prog	Programme Description	COA	Description	Original Budget	Budgeted YTD	YTD Actual	Variance (\$)	Explanation
07	Health							
07		1242	INSURANCE	\$100.00	\$33.33	\$103.85	\$70.52	allight over budgetary spend
07		1252	A/LEAVE EXP HEALTH	\$1,669.00	\$556.33	\$0.00	-\$336.33	Timing issues will be fully expended
07		1262	HEALTH INSPECTION	\$49,658.00	\$16,552.67	\$21,791.15	\$5,238.48	Timing issues will be fully expended
07		1272	LSL EXPENSE HEALTH	\$604.00	\$201.33	\$0.00	-\$201.33	Timing issues will be fully expended
07		1282	SUPERANNUATION	\$2,008.00	\$669.33	\$588.90	-\$80.43	Timing issues will be fully expended
07		1322	HEALTH ADMIN EXPENSES	\$2,050.00	\$683.33	\$450.00	-\$233.33	Timing issues will be fully expended
07		1353	SEPTIC TANK APPLICATION FEE	-\$1,365.00	-\$455.00	-\$321.81	\$133.19	Timing issues will be fully expended
07		1383	GENERAL LICENSE FEES	-\$1,365.00	-\$455.00	-\$7,700.38	-\$7,245.38	New Annual fee not included in Budget will be adjusted at review
07		1393	WATER TESTING FEES	\$0.00	\$0.00	\$53.43	\$53.43	Expenditure not included within original budget. Will be adjusted at review
08	Education & Welfare							
08		0992	PRE-SCHOOLS MTC	\$7,274.00	\$2,424.67	\$3,394.39	\$969.72	Timing issues will be fully expended
08		0993	RENTAL INCOME - FROGS	-\$6,950.00	-\$2,310.00	\$0.00	\$2,310.00	Timing issues will be fully received
08		1022	FAMILY FUN DAY EXPENSES	\$1,100.00	\$666.67	\$839.09	\$472.42	Timing issues will be fully expended
08		1024	COMMUNITY EVENTS SUPPORT	\$10,000.00	\$3,333.33	\$0.00	-\$3,333.33	Timing issues will be fully expended
08		1063	KIDS SPORT - EXPENDITURE	\$35,000.00	\$11,666.67	\$12,348.79	\$682.12	Timing issues will be fully expended
08		1065	HERITAGE TRAIL	\$0.00	\$0.00	\$4,409.62	\$4,409.62	carried fwd
08		1074	COMMUNITY SHEDS EXPENDITURE	\$0.00	\$0.00	\$601.52	\$601.52	will be offset by income from lease of sheds
08		1123	COMMUNITY DEVELOPMENT GRANTS	-\$750.00	-\$250.00	-\$44,772.75	-\$44,472.75	Grant Opportunities not known at budget time. Will be fully expended no budgetary movement expected
08		1124	KIDS SPORT - INCOME	\$80,000.00	\$25,666.67	\$0.00	\$25,666.67	Timing issues will be fully received
08		1132	YOUTH PROGRAMS AND PLANNING	\$5,000.00	\$1,666.67	\$5,279.32	\$3,612.65	Timing issues will be fully expended
08		1143	YOUTH ADVISORY COUNCIL INCOME	\$0.00	\$0.00	-\$282.46	-\$282.46	Income used to offset spend within this area.
08		1153	SCHOOL HOLIDAY PROGRAMS CONTRIBUTIONS	-\$2,050.00	-\$683.33	-\$200.89	\$482.44	Timing issues will be fully received
08		1163	FAMILY FUN DAY INCOME	-\$2,000.00	-\$666.67	\$0.00	\$666.67	Timing issues will be fully received
08		1173	CONTRIBUTIONS - COMMUNITY BUS	\$0.00	\$0.00	-\$972.73	-\$972.73	Nil effect on budget. Income used to offset spending
08		1612	SENIORS ACTIVITIES	\$2,100.00	\$700.00	\$2,000.00	\$1,300.00	Will be overspend as a result of grant income not received. Offset by Community Development
08		1613	COMMUNITY BUS PROJECT	\$5,000.00	\$0.00	\$20,094.36	\$20,094.36	Offset expenditure below.
08		1616	CULTURAL PLAN	\$5,000.00	\$1,666.67	\$0.00	-\$1,666.67	Timing issues will be fully expended
08		1642	COMMUNITY DEV. OFFICER	\$95,170.00	\$31,723.33	\$32,567.55	\$944.22	Timing issues will be fully expended
08		1643	CDO SUPERANNUATION	\$6,318.00	\$2,106.00	\$4,231.55	\$2,125.53	savings as result of Youth Officer position no longer will be monitored
08		1645	CDO ADVERTISING & PROMOTION	\$4,287.00	\$1,429.00	\$220.00	-\$1,209.00	Timing issues will be fully expended
08		1647	CDO TRAINING	\$5,500.00	\$1,833.33	\$4,679.09	\$2,845.76	Timing issues will be fully expended
08		1653	GRANTS - SENIORS	-\$2,100.00	-\$700.00	\$0.00	\$700.00	No grant received.
08		8092	DEPRECIATION EDUCATION	\$15,587.00	\$5,195.67	\$0.00	-\$5,195.67	Timing issues will be fully expended
09	Housing							
09		1712	STAFF HOUSING MAINTENANCE	\$23,070.00	\$7,690.00	\$8,948.16	\$1,258.16	Timing issues will be fully expended
09		1713	LEASED PROPERTY EXPENSES	\$0.00	\$0.00	\$71.08	\$71.08	New Expenditure will be monitored closely
09		1723	RENTAL	-\$35,356.00	-\$11,785.33	-\$8,832.83	\$2,952.50	Properties not fully leased - Income lower
09		9232	DEPRECIATION STAFF HOUSING	\$17,500.00	\$5,833.33	\$0.00	-\$5,833.33	Timing issues will be fully expended



Prng	Prng Name Description	COA	Description	Original Budget	Budgeted YTD	YTD Actual	Variance	Explanation
10	Community Amenities							
1032	LOAN 37 INTEREST			\$34,00	\$11,33	\$0,00	\$11,33	Timing issues will be fully expended
1034	SELF SUPPORTING LOAN INCOME INTEREST			\$1,16,00	\$1,818,97	\$2,866,99	\$1,028,76	Timing issues will be fully expended
1762	DOMESTIC COLLECTION			\$40,000.00	\$13,353.33	\$12,977.59	\$1,028,76	Timing issues will be fully expended
1765	RECYCLING COLLECTION			\$40,000.00	\$13,353.33	\$12,977.59	\$1,028,76	Timing issues will be fully expended
1772	RUBBISH SITE CONTRACT			\$117,119.00	\$39,039.67	\$40,918.89	\$1,879.22	Timing issues will be fully expended
1803	MOBILE BIN CHARGES			\$40,770.00	\$10,733.33	\$11,716.51	\$1,028,76	Timing issues will be fully expended
1805	RECYCLING CHARGES			\$34,525.00	\$11,511.67	\$12,400.00	\$1,028,76	Timing issues will be fully expended
1813	TIP FEES			\$5,000.00	\$1,000.00	\$1,000.00	\$0,00	Timing issues will be fully expended
1817	WARR INCOME			\$14,763.00	\$4,921.00	\$9,744.49	\$4,813.49	Timing issues will be fully expended
1824	STREET BIN PICKUPS			\$10,000.00	\$3,333.33	\$0,00	\$3,333.33	Timing issues will be fully expended
1832	TRANSFER TO LAND FILL SITE RESERVE			\$10,000.00	\$3,333.33	\$0,00	\$3,333.33	Timing issues will be fully expended
2132	TOWN PLANNING SERVICES			\$122,781.00	\$40,977.00	\$25,553.82	\$11,771.18	Timing issues will be fully expended
2142	PLANNING ADMIN EXPENSES			\$9,376.00	\$3,308.67	\$1,285.59	\$2,023.08	Timing issues will be fully expended
2152	LSL EXPENSE			\$1,568.00	\$522.67	\$0,00	\$522.67	Timing issues will be fully expended
2162	SUPERANNUATION			\$5,212.00	\$1,737.33	\$1,766.57	\$29.24	Timing issues will be fully expended
2172	TOWN PLANNING SCHEME			\$7,500.00	\$2,500.00	\$0,00	\$2,500.00	Timing issues will be fully expended
2192	ANNUAL LEAVE EXPENSE			\$4,332.00	\$1,444.00	\$0,00	\$1,444.00	Timing issues will be fully expended
2212	LPS AMENDMENT EXPENSES			\$1,500.00	\$500.00	\$265.57	\$234.43	Timing issues will be fully expended
2259	PLANNING FEES			\$4,800.00	\$2,100.00	\$5,129.48	\$2,029.48	Timing issues will be fully expended
2302	CEMETERY OPER & MTCE-NP			\$14,332.00	\$4,777.33	\$3,082.35	\$1,694.98	Timing issues will be fully expended
2322	PUBLIC CONVENIENCES			\$42,303.00	\$14,303.00	\$17,560.33	\$3,257.33	Timing issues will be fully expended
2362	INTEREST REPAYMENTS - LOAN 37			\$5,546.12	\$1,848.71	\$2,768.99	\$920.28	Timing issues will be fully expended
2373	CEMETERY FEES			\$3,200.00	\$1,100.00	\$3,007.44	\$1,907.44	Timing issues will be fully expended
9262	DEPRECIATION EXPENSE REFUSE			\$4,475.00	\$1,491.67	\$0,00	\$1,491.67	Timing issues will be fully expended
9312	DEPRECIATION PUBLIC TOILETS			\$8,995.00	\$2,997.67	\$0,00	\$2,997.67	Timing issues will be fully expended
1732	COMMUNITY HOUSE			\$1,365.00	\$455.00	\$900.14	\$445.14	Timing issues will be fully expended
2422	TOWN HALL			\$11,041.00	\$3,680.33	\$6,239.88	\$2,559.55	Timing issues will be fully expended
2432	RECREATION CENTRE			\$37,965.78	\$12,655.26	\$15,899.74	\$3,244.48	Timing issues will be fully expended
2442	COMMUNITY MEETING ROOM			\$3,591.00	\$1,197.00	\$2,984.65	\$1,787.65	Timing issues will be fully expended
2443	TRANSFER FROM RESERVE			\$207,000.00	\$69,000.00	\$0,00	\$69,000.00	Timing issues will be fully expended
2453	GRANTS			\$879,325.00	\$293,108.33	\$574,294.00	\$281,185.67	Timing issues will be fully expended
2462	LESSER HALL (SUPPER ROOM)			\$1,464.00	\$488.00	\$936.79	\$448.79	Timing issues will be fully expended
2472	OLD ROADS BOARD BUILDING			\$1,532.00	\$510.67	\$4,261.72	\$3,751.05	Timing issues will be fully expended
2482	BOWLING CLUB			\$2,998.00	\$999.33	\$2,505.37	\$1,506.04	Timing issues will be fully expended
2492	CUNDINUP HALL			\$625.00	\$208.33	\$544.65	\$336.32	Timing issues will be fully expended
2502	CARLOTTA HALL			\$519.00	\$171.00	\$435.72	\$264.72	Timing issues will be fully expended
2576	LEASE INCOME - COMMUNITY CENTRE			\$5,070.00	\$1,690.00	\$0,00	\$1,690.00	Timing issues will be fully expended
2577	LEASE INCOME SUPPER ROOM			\$11,050.00	\$3,683.33	\$0,00	\$3,683.33	Timing issues will be fully expended
2642	PUBLIC PARKS GDNS & RESER			\$289,441.00	\$98,813.67	\$82,760.16	\$16,053.51	Timing issues will be fully expended
2842	PUBLIC ART MAINTENANCE			\$8,908.00	\$2,969.33	\$3,028.60	\$59.27	Timing issues will be fully expended
2902	SALARIES (LUB)			\$15,839.00	\$5,279.67	\$5,299.60	\$19.93	Timing issues will be fully expended
2922	LIBRARY OFFICE EXPENSES			\$8,910.00	\$2,970.00	\$1,464.61	\$1,505.39	Timing issues will be fully expended
2932	WRITE OFF OF DEBTS			\$200.00	\$66.67	\$0,00	\$66.67	Timing issues will be fully expended
2993	LOST BOOK CHARGE			\$200.00	\$66.67	\$0,00	\$66.67	Timing issues will be fully expended
3123	HISTORY OF NANNUP INCOME			\$300.00	\$100.00	\$0,00	\$100.00	Timing issues will be fully expended
7043	REC CENTRE HIRE FEES			\$8,500.00	\$2,833.33	\$4,132.04	\$1,298.71	Timing issues will be fully expended
7053	TOWN HALL HIRE			\$6,500.00	\$2,166.67	\$3,915.49	\$1,748.82	Timing issues will be fully expended
7432	FORESHORE PARK			\$11,623.00	\$3,874.33	\$5,760.14	\$1,885.81	Timing issues will be fully expended
9242	DEPRECIATION COMMUNITY HOUSE			\$1,875.00	\$625.00	\$0,00	\$625.00	Timing issues will be fully expended
9292	DEPRECIATION COMMUNITY SHEDS			\$3,125.00	\$1,041.67	\$0,00	\$1,041.67	Timing issues will be fully expended
9302	DEPRECIATION CARLOTTA HALL			\$1,850.00	\$616.67	\$0,00	\$616.67	Timing issues will be fully expended
9322	DEPRECIATION REC CENTRE			\$42,341.00	\$14,113.67	\$0,00	\$14,113.67	Timing issues will be fully expended
9332	DEPRECIATION TOWN HALL			\$26,150.00	\$8,716.67	\$0,00	\$8,716.67	Timing issues will be fully expended
9342	DEPRECIATION PARKS & GARDENS			\$35,758.00	\$11,919.33	\$0,00	\$11,919.33	Timing issues will be fully expended
9362	DEPRECIATION OLD ROADS BOARD			\$1,625.00	\$541.67	\$0,00	\$541.67	Timing issues will be fully expended
9392	DEPRECIATION CUNDINUP HALL			\$425.00	\$141.67	\$0,00	\$141.67	Timing issues will be fully expended



Prog	Programme Description	COA	Description	Original Budget	Budgeted YTD	YTD Actual	Variance (\$)	Explanation
12	Transport							
12		3160	BRIDGE MAINTENANCE	\$36,326.00	\$12,108.67	\$171.39	\$11,937.28	Timing issues will be fully expended
12		3212	DEPOT OFFICE MTC	\$41,402.00	\$13,800.67	\$20,624.89	\$6,824.22	Timing issues will be fully expended
12		3221	MIND DIRECT GRANTS	\$93,000.00	\$31,400.00	\$101,400.00	\$70,400.00	Timing issues will be fully expended
12		3230	CROSSOVERS	\$5,000.00	\$1,666.67	\$800.00	\$866.67	Timing issues will be fully expended
12		3231	REGIONAL ROAD GROUP GRANTS	\$392,000.00	\$130,666.67	\$152,000.00	\$21,333.33	Timing issues will be fully expended
12		3240	TRAFFIC SIGNS & CONTROL	\$5,000.00	\$1,666.67	\$3,905.65	\$2,298.98	Timing issues will be fully expended
12		3242	INTEREST ON LOAN 38	\$1,062.50	\$554.17	\$1,062.50	\$708.33	Timing issues will be fully expended
12		3261	ROADS TO RECOVERY GRANT	\$800,000.00	\$293,333.33	\$390,785.00	\$37,451.67	Timing issues will be fully expended
12		3281	MIND BRIDGEWORK GRANT	\$472,000.00	\$157,333.33	\$236,000.00	\$78,666.67	Timing issues will be fully expended
12		3311	CROSSOVER CONTRIBUTION	\$1,000.00	\$333.33	\$0.00	\$333.33	Timing issues will be fully expended
12		3341	MOWEN ROAD	\$150,000.00	\$50,000.00	\$80,000.00	\$10,000.00	Timing issues will be fully expended
12		3380	LOCAL ROAD MAINTENANCE	\$587,316.00	\$195,772.00	\$301,361.21	\$105,589.21	Timing issues will be fully expended
12		3410	ROADVERGE MAINTENANCE	\$89,044.00	\$29,681.33	\$24,464.61	\$5,216.72	Timing issues will be fully expended
12		3420	LIGHTING OF STREETS	\$32,436.00	\$10,812.00	\$10,264.05	\$547.95	Will be monitored and adjusted at budget review
12		3440	CONTRACT STREET SWEEPING	\$9,000.00	\$3,000.00	\$0.00	\$3,000.00	Timing issues will be fully expended
12		3450	TRAFFIC COUNTER PLACEMENT	\$5,985.80	\$1,995.27	\$1,857.75	\$197.52	Timing issues will be fully expended
12		3470	SAFETY MEASURES WORKS	\$6,000.00	\$2,000.00	\$4,203.50	\$2,203.50	Timing issues will be fully expended
12		3480	GRAVEL PIT REHABILITATION	\$6,000.00	\$2,000.00	\$0.00	\$6,000.00	Timing issues will be fully expended
12		3572	PURCHASE OF MINOR EQUIP.	\$6,000.00	\$2,000.00	\$0.00	\$2,000.00	Timing issues will be fully expended
12		3594	INTEREST ON LOANS	\$3,078.61	\$1,026.20	\$1,372.34	\$296.14	Timing issues will be fully expended
12		3682	TRANSFER TO PLANT RESERVE	\$92,000.00	\$30,666.67	\$0.00	\$30,666.67	Timing issues will be fully expended
12		3685	TRANSFER FROM PLANT RESERVE	\$292,000.00	\$97,333.33	\$0.00	\$97,333.33	Timing issues will be fully expended
12		4012	GRAVEL PIT REHABILITATION	\$20,000.00	\$6,666.67	\$168.37	\$6,498.30	Expected to exceed budget
12		4263	SALE OF MATERIAL	\$1,000.00	\$333.33	\$1,685.03	\$1,351.70	Timing issues will be fully expended
12		7120	ROMANS ROAD INV. SYSTEM	\$5,500.00	\$1,833.33	\$5,463.17	\$3,629.84	Timing issues will be fully expended
12		8392	PROF/LOSS ON SALE ASSETS	\$9,500.00	\$3,166.67	\$0.00	\$3,166.67	Will be monitored outcome unknown
12		8393	INCOME SALE OF ASSETS	\$153,000.00	\$51,000.00	\$115,169.64	\$64,169.64	Timing issues will be fully expended
12		9372	DEPRECIATION ROADS & FOOTPATHS	\$1,384,401.00	\$461,467.00	\$0.00	\$461,467.00	Timing issues will be fully expended
13	Economic Services							
13		0102	AUSTRALIA DAY CELEBRATION	\$1,200.00	\$400.00	\$110.00	\$290.00	Timing issues will be fully expended
13		1373	SEPTIC TANK INSPECTION FEE	\$1,500.00	\$500.00	\$354.00	\$146.00	Timing issues will be fully expended
13		3265	MAIN STREET UPGRADE	\$155,000.00	\$51,666.67	\$3,120.91	\$48,545.76	Timing issues will be fully expended
13		3565	TRANSFER FROM MAIN STREET RESERVE	\$895,461.00	\$291,487.00	\$0.00	\$298,487.00	Timing issues will be fully expended
13		3833	TOURISM INCOME	\$200.00	\$66.67	\$197.83	\$131.16	Timing issues will be fully expended
13		3862	FUNCTIONS/EVENTS SUPPORT	\$9,732.00	\$3,244.00	\$4,717.54	\$1,473.54	Timing issues will be fully expended
13		3863	QUIT FOREST RALLY	\$0.00	\$0.00	\$0.00	\$0.00	
13		3924	CARAVAN PARK UTILITIES	\$1,433.33	\$477.78	\$4,302.05	\$3,824.27	Insurance premiums higher. Will be adjusted at budget review
13		3932	CARAVAN PARKS MAINTENANCE	\$7,500.00	\$2,500.00	\$10,319.30	\$7,819.30	Actual income to exceed budget
13		3933	CARAVAN PARKS INCOME	\$5,000.00	\$1,666.67	\$10,201.71	\$8,535.04	Will be monitored and adjusted at budget review
13		3952	VISITOR CENTRE SUPPORT	\$2,500.00	\$833.33	\$2,229.08	\$1,395.75	Timing issues will be fully expended
13		3962	REGIONAL PROMOTION	\$28,000.00	\$9,333.33	\$1,712.59	\$7,620.74	Timing issues will be fully expended
13		3964	TOURISM PROMOTION	\$1,908.99	\$496.33	\$0.00	\$496.33	Timing issues will be fully expended
13		4052	LSL EXPENSE BUILDING	\$40,973.00	\$13,657.67	\$15,394.69	\$1,737.02	Will be monitored and adjusted at budget review
13		4062	BUILDING CONTROL SALARY	\$4,351.07	\$1,450.36	\$1,778.04	\$327.68	Timing issues will be fully expended
13		4072	BUILDING CONTROL SUPERANNUATION	\$3,615.92	\$1,205.31	\$0.00	\$1,205.31	Timing issues will be fully expended
13		4082	A/LEAVE EXP BUILDING	\$3,916.00	\$1,305.33	\$0.00	\$1,749.61	Timing issues will be fully expended
13		4092	BUILDING CONTROL EXPENSES	\$12,000.00	\$4,000.00	\$7,099.31	\$3,099.31	Timing issues will be fully expended
13		4153	CHGES & FEES BUILD PERMIT	\$17,910.00	\$5,970.00	\$0.00	\$5,970.00	Timing issues will be fully expended
13		9452	DEPRECIATION CARAVAN PARK	\$26,407.00	\$8,802.33	\$471.08	\$8,331.25	Timing issues will be fully expended
14	Other Property And Services							
14		4292	PRIVATE WORKS - EXPENDITURE	\$10,070.00	\$3,356.67	\$9,213.51	\$5,856.84	Timing issues will be fully expended
14		4312	TRAINING	\$28,943.00	\$9,647.67	\$0.00	\$9,647.67	Timing issues will be fully expended
14		4322	LSL EXPENSE WORKS	\$100,917.94	\$33,639.11	\$42,042.39	\$1,991.93	Timing issues will be fully expended
14		4323	PRIVATE WORKS -INCOME	\$80,492.00	\$26,830.67	\$0.00	\$26,830.67	Timing issues will be fully expended
14		4332	SALARIES (PWO)	\$103,342.82	\$34,447.61	\$42,981.80	\$8,534.19	Timing issues will be fully expended
14		4352	A/LEAVE EXP WORKS					
14		4362	OCCUPATIONAL SUPER					

Prog	Programme Description	CDA	Description	Original Budget	Budgeted YTD	YTD Actual	Variance (\$)	Explanation
14		4402	SICK LEAVE	\$30,301.86	\$10,100.45	\$10,128.88	\$28.43	Timing issues will be fully expended
14		4432	INSURANCE ON WORKS	\$59,366.17	\$19,788.72	\$57,019.27	\$37,280.55	Timing issues will be fully expended
14		4452	PROTECTIVE CLOTHING	\$10,000.00	\$3,333.33	\$5,754.39	\$2,421.06	Timing issues will be fully expended
14		4462	OCCUP. HLTH. SAFETY EXPEN	\$4,548.00	\$1,516.33	\$929.53	\$364.00	Timing issues will be fully expended
14		4482	TYRES & BATTERIES	\$29,700.00	\$9,900.00	\$10,242.90	\$342.90	Timing issues will be fully expended
14		4492	LICENSES	\$20,394.93	\$6,798.31	\$11,895.86	\$5,097.55	Timing issues will be fully expended
14		4492	FUEL & OIL	\$215,000.00	\$71,666.67	\$60,297.38	\$111,366.23	Will be monitored and adjusted at budget review
14		4992	SUNDRY TOOLS & STORES	\$4,000.00	\$1,333.33	\$508.04	\$400.25	Timing issues will be fully expended
14		6802	PARTS AND EXTERNAL WORK	\$60,000.00	\$20,000.00	\$14,211.14	\$45,788.86	Timing issues will be fully expended
14		7672	RECRUITMENT EXPENSES	\$2,000.00	\$666.67	\$0.00	\$1666.67	Timing issues will be fully expended
14		9382	DEPRECIATION WORKS PLANT	\$324,510.00	\$108,170.00	\$0.00	\$100,170.00	Timing issues will be fully expended
14		9562	DEPRECIATION WORKS	\$16,295.00	\$5,431.67	\$0.00	\$5,431.67	Timing issues will be fully expended

SHIRE OF NANNUP ACCOUNTS FOR PAYMENT - NOVEMBER 2015				
EFT/ Cheque	Date	Name	Invoice Description	Amount
EFT7714	04/11/2015	P & F MARTIN	CEO VEHICLE SERVICE	350.29
EFT7715	04/11/2015	GREENLINE	TRACTOR PARTS	37.74
EFT7716	04/11/2015	DEAN GUJA	EHO CONTRACT HOURS	2656.00
EFT7717	04/11/2015	NAS SECURITY	SECURITY MONITORING	197.10
EFT7718	04/11/2015	PICKLE & O	FOOD FOR 14 PEOPLE 24 & 25/10/2015	469.00
EFT7719	04/11/2015	PADRIC PTY LTD	VEHICLE SERVICING	1214.30
EFT7720	04/11/2015	NANNUP BROOK FARM	YAC EXPENSES	180.00
EFT7721	04/11/2015	CITY & REGIONAL FUELS	DIESEL EXPENSES	10085.92
EFT7722	04/11/2015	OFFICEWORKS	OFFICE EXPENSES	345.40
EFT7723	04/11/2015	BRIKMAKERS	MAIN STREET EXPENSES	29179.48
EFT7724	04/11/2015	THE NANNUP FAMILY TRUST	YAC EXPENSES	1500.00
EFT7725	04/11/2015	AUSTRALIAN WARNING SYSTEMS	BFB EQUIPMENT - CBFCO + D/CBFCO	2233.00
EFT7726	04/11/2015	KEYBROOK UTILITY SERVICES	SPORTS HALL ASBESTOS REMOVAL	2820.00
EFT7727	04/11/2015	HOLCIM AUSTRALIA PTY LTD	MAIN STREET EXPENSES	4068.35
EFT7728	04/11/2015	EVERYDAY POTTED PLANTS	MAIN STREET EXPENSES - TREES	1158.14
EFT7729	04/11/2015	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT EXPENSES	111.76
EFT7730	04/11/2015	K & C HARPER	PLUMBING REPAIRS	598.51
EFT7731	04/11/2015	MALATESTA ROAD PAVING	MAIN STREET EXPENSES	81536.00
EFT7732	04/11/2015	NANNUP EZIWAY SELF SERVICE STORE	STAFF AMENITIES	102.61
EFT7733	04/11/2015	NANNUP COMMUNITY RESOURCE CENTRE	ADVERTISING	55.00
EFT7734	04/11/2015	PRESTIGE PRODUCTS	CLEANING PRODUCTS	396.27
EFT7735	04/11/2015	SW PRECISION PRINT	ENVELOPES	204.00
EFT7736	04/11/2015	SYNERGY	ELECTRICITY EXPENSES	269.80
EFT7737	04/11/2015	WORTHY CONTRACTING	NANNUP WASTE MANAGEMENT FACILITY - OCT 2015	15641.08
EFT7738	04/11/2015	WORK CLOBBER	WORK CLOTHING EXPENSE	76.00
EFT7739	04/11/2015	WESTSIDE WINDSCREENS	HINO TRUCK WINDSCREEN	396.00
EFT7742	13/11/2015	ARBOR GUY	VASSE HWY, BARRABUP RD WORK TREE LOPPING	19200.00
EFT7743	13/11/2015	BATTERY ALL TYPES	CAR BATTERY & FITOUT	273.00
EFT7744	13/11/2015	BRC - BUILDING SOLUTIONS	RECREATION CENTRE EXPENSES	249690.23
EFT7745	13/11/2015	PHONOGRAPHIC PERFORMANCE COMPANY OF AUSTRALIA LTD	RECREATION CENTRE EXPENSES	238.12
EFT7746	13/11/2015	SARAH GREEN	YOUTH WAGES	180.00
EFT7747	13/11/2015	MAMMOTH EQUIPMENT & EXHAUSTS	MOTOR VEHICLE EXPENSES	814.00
EFT7748	13/11/2015	PICKLE & O	FOOD FOR 15, 31/10 & 01/11/2015	684.00
EFT7749	13/11/2015	CAPITAL EQUIPMENT MACHINERY SALES	MOTOR VEHICLE EXPENSES	80.69
EFT7750	13/11/2015	CITY & REGIONAL FUELS	DIESEL EXPENSES	5616.86
EFT7751	13/11/2015	SCOPE BUSINESS IMAGING	PRINTER SERVICE PLAN	852.45
EFT7752	13/11/2015	BUNBURY TOYOTA	COMMUNITY BUS KEY CUTTING	111.50
EFT7753	13/11/2015	PETER JOHNSON	FUEL REIMBURSEMENT - TRAINING FIRE BRIGADES	77.60
EFT7754	13/11/2015	CONTRAFLOW	MAIN STREET EXPENSES	6073.38
EFT7755	13/11/2015	HAROLD DUCASSE	DRIVERS LICENCE REIMBURSEMENT COMMUNITY BUS	86.70
EFT7756	13/11/2015	BCP LIQUID WASTE	RECREATION CENTRE EXPENSES	1166.80
EFT7757	13/11/2015	HOLCIM AUSTRALIA PTY LTD	MAIN STREET EXPENSES	1050.71
EFT7758	13/11/2015	LANDGATE	GRV INTERIM VALUATIONS FEES	241.05
EFT7759	13/11/2015	GREENWAY ENTERPRISES	ROOT DIRECTOR, TREE GRATES, ANGLE FRAMES, FREIGHT	4713.61
EFT7760	13/11/2015	HOWSON MANAGEMENT PTY LTD	PROJECT MANAGEMENT FEES MAIN STREET	13876.50
EFT7761	13/11/2015	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT EXPENSES	562.85
EFT7762	13/11/2015	JASON SIGNMAKERS	P/O 15234 - SADDLE BAGS EMPTY	550.00
EFT7763	13/11/2015	MANJIMUP TOYOTA & MITSUBISHI	PRADO PURCHASE	13000.00
EFT7764	13/11/2015	NANNUP HARDWARE & AGENCIES	FIRE BRIGADE EXPENSES	538.00
EFT7765	13/11/2015	NANNUP NEWSAGENCY	POSTAGE	607.01
EFT7766	13/11/2015	NANNUP EZIWAY SELF SERVICE STORE	STAFF AMENITIES	457.74
EFT7767	13/11/2015	NANNUP COMMUNITY RESOURCE CENTRE	TELEGRAPH ARTICLES	792.00
EFT7768	13/11/2015	NANNUP LIQUOR STORE	COUNCIL REFRESHMENTS	115.96
EFT7769	13/11/2015	PRESTIGE PRODUCTS	CLEANING PRODUCTS	156.64
EFT7770	13/11/2015	ROD'S AUTO ELECTRICS	FIRE BRIGADE TRUCK EXPENSES	296.47
EFT7771	13/11/2015	SYNERGY	STREET LIGHTING	2187.70
EFT7772	13/11/2015	SOUTHWEST TYRE SERVICE	TYRES	2870.00
EFT7773	13/11/2015	SOUTH WEST STEEL PRODUCTS	GALVANIZED STEEL PRODUCT	335.76
EFT7774	13/11/2015	ST JOHN AMBULANCE	ST JOHN AMBULANCE MEMBERSHIPS	233.00
EFT7775	13/11/2015	LOUISE STOKES	TRAVEL REIMBURSEMENT	81.00
EFT7776	13/11/2015	WARREN BLACKWOOD WASTE	RUBBISH AND RECYCLING CONTRACT - NOV 2015	7405.54
EFT7777	13/11/2015	WORK CLOBBER	FIRE BRIGADE CLOTHING	165.45
EFT7780	19/11/2015	DIRECT OFFICE FURNITURE	FURNITURE RECREATION CENTRE	11420.00
EFT7781	23/11/2015	CRS	RECOVERABLE EXPENSE - CEO FURNITURE FREIGHT	1710.00
EFT7782	23/11/2015	SYNERGY	ELECTRICITY EXPENSES	425.40
EFT7783	25/11/2015	RICOH AUSTRALIA	OFFICE EXPENSES	126.50
EFT7784	25/11/2015	VISIMAX SAFETY PRODUCTS	RANGER SUPPLIES	2101.24
EFT7785	25/11/2015	LGIS RISK MANAGEMENT	INSURANCE RISK MANAGEMENT PROGRAM	2645.50
EFT7786	25/11/2015	THE CANCER COUNCIL	SUN PROTECTION	505.87
EFT7787	25/11/2015	ALL 4X4 SERVICES	RADIO CONSOLE VEHICLE	629.75
EFT7788	25/11/2015	KERRIE YABSLEY	COMMUNITY BUS - ENDORSEMENT REIMBURSEMENT	284.90
EFT7789	25/11/2015	DEAN GUJA	EHO CONTRACT HOURS	2656.00
EFT7790	25/11/2015	DRACOM SERVICES	DEREK MCNUITT	1660.00
EFT7791	25/11/2015	NAS SECURITY	SECURITY MONITORING	297.00
EFT7792	25/11/2015	BRENTON BOOTHEY	COMMUNITY BUS SERVICE & YOUTH SUPERVISION	225.00
EFT7793	25/11/2015	NANNUP DISTRICT HIGH SCHOOL P & C	4 X BAGS OF RAGS	32.00
EFT7794	25/11/2015	FIRE & SAFETY WA	RESPIRATORS, FILTERS	785.18
EFT7795	25/11/2015	CITY & REGIONAL FUELS	DIESEL EXPENSES	6574.30
EFT7796	25/11/2015	SCOPE BUSINESS IMAGING	PRINTER SERVICING TRAVEL EXPENSES	188.10
EFT7797	25/11/2015	AVANTGARDE TECHNOLOGIES PTY LTD	IT SUPPORT	2420.00
EFT7798	25/11/2015	OFFICEWORKS	OFFICE EXPENSES	169.34
EFT7799	25/11/2015	EARTHMAC	MAIN STREET EXPENSES	77803.65
EFT7800	25/11/2015	DIRECT OFFICE FURNITURE	RECREATION CENTRE EXPENSES	2690.00
EFT7801	25/11/2015	KOMATSU	GRADER PURCHASE	256300.00
EFT7802	25/11/2015	CAPE ABILITIES	STAINLESS STEEL HANDRAIL	45.00
EFT7803	25/11/2015	ARTISAN PAVING	MAIN STREET PAVING	69900.00
EFT7804	25/11/2015	BGC TRANSPORT	FREIGHT EXPENSES - PAVERS	18961.81
EFT7805	25/11/2015	MINESCOPE CONSTRUCTIONS	WATER TANK EXPENSES RECREATION CENTRE	1402.50
EFT7806	25/11/2015	ACTION KERBING	MAIN STREET EXPENSES KERBING	34814.67
EFT7807	25/11/2015	D & J COMMUNICATIONS	VEHICLE EXPENSES - COMMUNICATIONS DEVICE REINSTALLATION	854.70

SHIRE OF NANNUP ACCOUNTS FOR PAYMENT - NOVEMBER 2015				
EFT/ Cheque	Date	Name	Invoice Description	Amount
EFT7808	25/11/2015	HOLDIM AUSTRALIA PTY LTD	MAIN STREET EXPENSES	440.07
EFT7809	25/11/2015	HOWSON MANAGEMENT PTY LTD	PROJECT MANAGEMENT FEES MAIN STREET	22167.75
EFT7810	25/11/2015	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT EXPENSES	50.75
EFT7811	25/11/2015	INSIGHT CCS PTY LTD	OCTOBER 2015 AFTERHOURS CALL CONTRACT	55.06
EFT7812	25/11/2015	K & C HARPER	PLUMBING REPAIRS	284.35
EFT7813	25/11/2015	MANJIMUP TOYOTA & MITSUBISHI	SPOTLIGHTS PRADO	1120.00
EFT7814	25/11/2015	NANNUP NEWSAGENCY	OFFICE EXPENSES	160.25
EFT7815	25/11/2015	NANNUP BROOK BUSH FIRE BRIGADE	BUSH FIRE MITIGATION WORKS	300.00
EFT7816	25/11/2015	NORTH NANNUP BUSH FIRE BRIGADE	BUSH FIRE MITIGATION WORKS	300.00
EFT7817	25/11/2015	PRESTIGE PRODUCTS	CLEANING PRODUCTS	602.91
EFT7818	25/11/2015	THE PAPER COMPANY OF AUSTRALIA PTY LTD	PAPER A4	138.60
EFT7819	25/11/2015	SOUTHWEST TYRE SERVICE	TYRES	2714.80
EFT7820	25/11/2015	SHIRE OF MANJIMUP	IT SERVICES	450.00
Total Municipal EFT Payment for period:				\$ 1,010,857.02
19918	04/11/2015	MARKETFORCE EXPRESS	PUBLIC NOTICES ADVERTISING	379.23
19919	04/11/2015	SHERIDAN LEVERANCE	YOUTH EVENT	150.00
19920	04/11/2015	SHIRE OF NANNUP	PLATE CHANGE FOR TOYOTA PRADO (MI) VEHICLE	24.70
19921	12/11/2015	SHIRE OF NANNUP	Payroll deductions	86.13
19922	13/11/2015	NATIONAL SAFETY SOLUTIONS	SAFETY EQUIPMENT	656.70
19923	13/11/2015	SHIRE OF NANNUP	RE-ISSUE PLATE NP00 FOR TOYOTA PRADO (MI) VEHICLE	17.00
19924	13/11/2015	TELSTRA	BUSH FIRE BRIGADE PHONE & INTERNET EXPENSE	120.44
19925	16/11/2015	TON VAN HATTEM	CARAVAN PARK REMOVAL OF ABUTMENT BLOCK & ASBESTOS	20000.00
19930	25/11/2015	LORRAINE LEARMOND	REIMBURSEMENT FOR F EXTENSION - COMMUNITY BUS	205.85
19931	25/11/2015	TON VAN HATTEM	CARAVAN PARK CAMP KITCHEN HOT PLATE REPLACEMENT	2956.00
19932	25/11/2015	NANNUP BOWLING CLUB	PO 15266 - HALL HIRE 4 & 5/11/2015	292.50
19933	25/11/2015	SHIRE OF NANNUP	TRANSFER FEE FOR DV8FB MH78152	176.10
19934	25/11/2015	TELSTRA	BUSH FIRE BRIGADE PHONE EXPENSE	23.19
19935	25/11/2015	WESTNET	BUSH FIRE BRIGADE INTERNET EXPENSE	29.95
19936	25/11/2015	PHAEDRA WATTS	REIMBURSEMENT FOR F EXTENSION - COMMUNITY BUS	357.35
Total Municipal Cheque Payment for period:				\$ 25,475.14
DD9445.1	30/11/2015	WESTNET	HOSTING & INTERNET EXPENSES	154.89
DD9445.2	30/11/2015	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 37 TREASURY CORPORATION REPAYMENT	34173.11
DD9445.3	30/11/2015	CALTEX AUSTRALIA	CALTEX FUEL EXPENSES	858.31
DD9445.4	30/11/2015	TELSTRA	TELEPHONE EXPENSES	1397.88
DD9445.5	30/11/2015	WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION	REFUND OF SUPERANNUATION CONTRIBUTION EMPLOYEE	-70.10
DD9445.6	30/11/2015	SGFLEET	CESO LEAVE VEHICLE	1298.98
DD9445.7	30/11/2015	BP AUSTRALIA	BP FUEL EXPENSES	409.36
DD9445.8	30/11/2015	CORPORATE CREDIT CARD - SHIRE OF NANNUP	MISCELLANEOUS PMTS	863.66
Total Municipal Direct Debits for period:				\$ 39,086.09
EFT7778	18/11/2015	ROBERT LONGMORE	REFUND OF ELECTION NOMINATION DEPOSIT	80.00
EFT7779	18/11/2015	NORMAN STEER	REFUND OF ELECTION NOMINATION DEPOSIT	80.00
22791	18/11/2015	TONY DEAN	REFUND OF ELECTION NOMINATION DEPOSIT	80.00
22792	18/11/2015	VINCENT CORLETT	REFUND OF ELECTION NOMINATION DEPOSIT	80.00
22793	18/11/2015	PATRICIA FRASER	REFUND OF ELECTION NOMINATION DEPOSIT	80.00
22794	18/11/2015	JOAN LORKIEWICZ	REFUND OF ELECTION NOMINATION DEPOSIT	80.00
Total Trust Payments:				\$ 480.00
TOTAL MUNICIPAL PAYMENTS FOR PERIOD				\$ 1,075,418.25
TOTAL TRUST PAYMENTS FOR PERIOD				\$ 480.00
TOTAL PAYMENTS FOR PERIOD:				\$ 1,075,898.25

SHIRE OF NANNUP			
CREDIT CARD TRANSACTIONS -November 2015			
	Supplier	Description	Amount
30/10/2015	Esplanade Hotel Fremantle	Valet Parking	18.45
30/10/2015	City of Fremantle	Parking Fees	9.09
31/10/2015	Google Adwords	Everything Nannup Website	28.87
03/11/2015	Jtagz Pty Ltd	Dog Registration Tags	80.00
04/11/2015	Lifestyle Clothesline	Hills Hoist for Lot 234 Dunnet Road Nannup	471.81
06/11/2015	Nannup Bridge Café	Audit Team Meeting	105.00
09/11/2015	LANDGATE MIDLAND AUS	Landgate Notification under Section 70A	74.55
		<b>Total Credit Card Purchase - Peter Clarke October 2015</b>	<b>\$ 787.77</b>



SHIRE OF NANNUP ACCOUNTS FOR PAYMENT - DECEMBER 2015				
EFT/ Cheque	Date	Name	Invoice Description	Amount
EFT7821	01/12/2015	GUMNUTS GALORE	20 X SEEDLINGS	\$ 58.00
EFT7822	01/12/2015	NANNUP BRIDGE CAFE	SHIRE MEETING 26/11/2015	\$ 360.00
EFT7823	01/12/2015	SOUTHERN LOCK & SECURITY	KEY CUTTING -DEPOT	\$ 3,131.33
EFT7824	01/12/2015	WA TYRE RECOVERY	VARIOUS TYRES NANNUP WASTE FACILITY	\$ 2,363.20
EFT7825	01/12/2015	SCANIA AUSTRALIA - BUNBURY OFFICE	PLANT MAINTENANCE	\$ 3,923.79
EFT7826	01/12/2015	A TASTE OF NANNUP	FIRST INSTALLMENT - VISITORS SERVICE PROVISION	\$ 5,500.00
EFT7827	01/12/2015	EDGE PLANNING & PROPERTY	PLANNING SERVICES	\$ 1,435.50
EFT7828	01/12/2015	BRC - BUILDING SOLUTIONS	NANNUP RECREATION CENTRE CONSTRUCTION	\$ 167,047.46
EFT7829	01/12/2015	DRACOM SERVICES	GEQJOT+ SOFTWARE 1 YEAR SUBSCRIPTION	\$ 329.00
EFT7830	01/12/2015	CAPITAL EQUIPMENT MACHINERY SALES	MOP HEADS	\$ 80.69
EFT7831	01/12/2015	CITY & REGIONAL FUELS	1800 LTS DIESEL	\$ 2,375.01
EFT7832	01/12/2015	EARTHMAC	MS WORKS & REC CENTRE CARPARK & CYCLEWAYS	\$ 25,386.89
EFT7833	01/12/2015	BRIKMAKERS	GRANDPAVE 60 PEBBLED BEACH HAZ, COUNTRY WRAP	\$ 6,436.65
EFT7834	01/12/2015	CONTRAFLOW	TRAFFIC MANAGEMENT	\$ 49,839.45
EFT7835	01/12/2015	ARTISAN PAVING	MAIN STREET PAVING	\$ 27,247.00
EFT7836	01/12/2015	HOLCIM AUSTRALIA PTY LTD	7MM SEALING AGGREGATE, ENVIRO LEVY	\$ 524.12
EFT7837	01/12/2015	LANDGATE	GRV INTERIM VALS COUNTRY FULL VALUE	\$ 108.20
EFT7838	01/12/2015	GREENWAY ENTERPRISES	6 X ROLLS EDGEMAXX GARDEN EDGING, 6 X PEGS	\$ 1,039.04
EFT7839	01/12/2015	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT COSTS	\$ 34.06
EFT7840	01/12/2015	JASON SIGNMAKERS	SIGNAGE	\$ 74.25
EFT7841	01/12/2015	K & C HARPER	MAINTENANCE WORKS	\$ 506.99
EFT7842	01/12/2015	LOCAL GOVERNMENT MANAGERS AUSTRALIA	LGMA WOMEN'S FORUM	\$ 715.00
EFT7843	01/12/2015	ROBIN MELLEMA	OCM & COMMITTEE MEETINGS, TRAVEL, IT	\$ 3,728.10
EFT7844	01/12/2015	NORM FLYNN SMASH REPAIRS	VEHICLE REPAIRS - CESO VEHICLE	\$ 1,000.00
EFT7845	01/12/2015	PRESTIGE PRODUCTS	CLEANING PRODUCTS	\$ 216.81
EFT7846	01/12/2015	ST.JOHN AMBULANCE	ST JOHN MEMBERSHIPS	\$ 166.00
EFT7847	01/12/2015	WORTHY CONTRACTING	NOVEMBER 2015 WASTE MANAGEMENT FACILITY	\$ 18,119.83
EFT7848	10/12/2015	B & B STREET SWEEPING PTY LTD	PREP CARPARK FOR HOT MIX	\$ 1,573.00
EFT7849	10/12/2015	JP REPAIRS	VEHICLE REPAIRS	\$ 385.00
EFT7850	10/12/2015	NANNUP PHARMACY	FIRST AID SUPPLIES	\$ 47.89
EFT7851	10/12/2015	ARBOR GUY	PRUNING WORK	\$ 2,200.00
EFT7852	10/12/2015	DRACOM SERVICES	FIREBREAK INSPECTIONS FIELD & OFFICE WORK	\$ 3,220.00
EFT7853	10/12/2015	FIRE & SAFETY WA	PROTECTIVE CLOTHING	\$ 2,130.15
EFT7854	10/12/2015	NANNUP DELI	REFRESHMENTS	\$ 75.82
EFT7855	10/12/2015	FLOWERS ON REQUEST	ARRANGEMENT OF FLOWERS	\$ 75.00
EFT7856	10/12/2015	EARTHMAC	MAIN STREET WORKS	\$ 46,388.30
EFT7857	10/12/2015	STANLEE WA	RECREATION CENTRE SUPPLIES -CROCKERY & CUTLERY	\$ 4,547.97
EFT7858	10/12/2015	CARLOTTA PROGRESS ASSOCIATION	CATERING FOR BRIGADE EVENT	\$ 300.00
EFT7859	10/12/2015	SHERIDAN'S BADGES AND ENGRAVING	PLAQUE	\$ 884.40
EFT7860	10/12/2015	PENANT HOUSE	JARRAH FLAG STAND & POLES, 2 X FLAGS	\$ 918.50
EFT7861	10/12/2015	SOILS AIN'T SOILS BUSSELTON	MARRI WOODCHIP	\$ 4,920.00
EFT7862	10/12/2015	HOWSON MANAGEMENT PTY LTD	PROJECT MANAGEMENT	\$ 16,579.75
EFT7863	10/12/2015	MALATESTA ROAD PAVING	BITUMEN PRODUCTS	\$ 42,361.20
EFT7864	10/12/2015	ROBIN MELLEMA	REIMBURSEMENT OF EXPENSES	\$ 2,000.00
EFT7865	10/12/2015	NANNUP NEWSAGENCY	STATIONERY SUPPLIES	\$ 224.48
EFT7866	10/12/2015	NANNUP TIMBER PROCESSING	TIMBER SUPPLIES	\$ 1,582.02
EFT7867	10/12/2015	PRESTIGE PRODUCTS	RECREATION CENTRE OPENING SUPPLIES	\$ 121.02
EFT7868	10/12/2015	SYNERGY	ELECTRICITY EXPENSES	\$ 2,909.55
EFT7869	10/12/2015	STEWART & HEATON CLOTHING CO. PTY LTD	NANNUP BROOK - JACKET & TROUSERS	\$ 610.04
EFT7870	10/12/2015	WARREN BLACKWOOD WASTE	BIN PICKUPS	\$ 6,657.35
EFT7871	10/12/2015	WORK CLOBBER	PROTECTIVE CLOTHING	\$ 128.00
EFT7872	18/12/2015	WESFARMERS KLEENHEAT GAS PTY LTD	CYLINDER RENTAL	\$ 68.20
EFT7873	18/12/2015	ROBERT LONGMORE	MEETING ATTENDANCE , TRAVEL EXP	\$ 205.00
EFT7874	18/12/2015	SOUTHERN LOCK & SECURITY	3 X MASTER KEYS	\$ 64.00
EFT7875	18/12/2015	SURVCON PTY LTD	SURVEYING WARREN ROAD , RECREATION CENTRE	\$ 10,868.00
EFT7876	18/12/2015	DEAN GUJA	EH WORK & TRAVEL	\$ 2,656.00
EFT7877	18/12/2015	PICKLE & O	RECREATION CENTRE OPENING REFRESHMENTS	\$ 700.00
EFT7878	18/12/2015	CITY & REGIONAL FUELS	2800LTS DIESEL	\$ 9,677.68
EFT7879	18/12/2015	SCOPE BUSINESS IMAGING	PHOTOCOPIER PLAN	\$ 1,117.09
EFT7880	18/12/2015	KOOMAL DREAMING CULTURAL EXPERIENCES	WELCOME TO COUNTRY -RECREATION FUNCTION CENTRE	\$ 550.00
EFT7881	18/12/2015	BLACKWOOD AIR-CONDITIONING	SHIRE OFFICES AIRCON MAINTENANCE	\$ 1,691.80
EFT7882	18/12/2015	NANNUP DELI	VARIOUS SUPPLIES	\$ 288.62
EFT7883	18/12/2015	ROBIN PRIME	REIMBURSEMENT OF EXPENSES - DOT TRAINING	\$ 872.97
EFT7884	18/12/2015	CAPE LIFE	SEED COLLECTION - MOWEN ROAD REHABILITATION	\$ 12,705.00
EFT7885	18/12/2015	AMPAC	COMMISSIONS AND COSTS FOR THE MONTH OF OCTOBER	\$ 108.13
EFT7886	18/12/2015	EARTHMAC	PREP, SUPPLY, DELIVER & INSTALL HOT MIX	\$ 59,250.40
EFT7887	18/12/2015	ARISIOMMI	FAMILY FUN DAY DESIGN & PROMOTION SERVICES	\$ 700.00
EFT7888	18/12/2015	BUSSELTON REMOVALS & STORAGE	FURNITURE DELIVERY -RECREATION/FUNCTION CENTRE	\$ 1,450.00
EFT7889	18/12/2015	MJ WRINGE & SON	ISUZU FSS33 DARRADUP 3.4R A" SERVICE"	\$ 3,314.67
EFT7890	18/12/2015	NANNUP COMMUNITY SHED	HIRE OF MARQUEE, TABLES & CHAIRS	\$ 114.00
EFT7891	18/12/2015	RENTON'S PRINTING	1000 X NATURE STAY DL FLYERS	\$ 280.00
EFT7892	18/12/2015	SUBSURFACE WATER MANAGEMENT	IRRIGATION & TURF TO NE REC CENTRE	\$ 15,369.20
EFT7893	18/12/2015	WASSA'S FORMWORK & CONCRETE	RECREATION CENTRE/MAIN STREET WORKS	\$ 34,240.95
EFT7894	18/12/2015	TRUE BLUE TURF	KENDA KIKUYU ROLL ON INSTANT TURF	\$ 2,255.00
EFT7895	18/12/2015	GPSOZ SOLUTIONS	MAPPING SOFTWARE	\$ 170.00

SHIRE OF NANNUP ACCOUNTS FOR PAYMENT - DECEMBER 2015				
EFT/ Cheque	Date	Name	Invoice Description	Amount
EFT7896	18/12/2015	AUSTRALIA POST	ANNUAL REPLY PAID FEE	\$ 95.00
EFT7897	18/12/2015	AMD CHARTERED ACCOUNTANTS	AUDIT OF THE FINANCIAL STATEMENTS - 30 JUNE 2015	\$ 7,113.70
EFT7898	18/12/2015	D & J COMMUNICATIONS	RADIO REPAIRS	\$ 121.00
EFT7899	18/12/2015	CJD EQUIPMENT PTY. LTD.	VARIOUS SPARE PARTS	\$ 1,383.65
EFT7900	18/12/2015	GEOGRAPHE SAWS & MOWERS	TCT BLADE, AUGER	\$ 47.00
EFT7901	18/12/2015	MOORE STEPHENS (WA) PTY LTD	2016 BUDGETING WORKSHOP -16 MARCH 2016	\$ 880.00
EFT7902	18/12/2015	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT COSTS	\$ 250.78
EFT7903	18/12/2015	JASON SIGNMAKERS	SIGNAGE	\$ 891.00
EFT7904	18/12/2015	K & C HARPER	MAINTENANCE WORKS	\$ 352.11
EFT7905	18/12/2015	NANNUP NEWSAGENCY	POSTAGE + STATIONERY	\$ 346.97
EFT7906	18/12/2015	NANNUP EZIWAY SELF SERVICE STORE	CLEANING PRODUCTS / REFRESHMENTS	\$ 379.25
EFT7907	18/12/2015	NORTH NANNUP BUSH FIRE BRIGADE	3 X RADIO HANDHELD UHF	\$ 790.92
EFT7908	18/12/2015	NANNUP COMMUNITY RESOURCE CENTRE	NORTH NANNUP VBFB - BUSINESS SUBSCRIPTION	\$ 205.15
EFT7909	18/12/2015	NANNUP LIQUOR STORE	REFRESHMENTS	\$ 435.89
EFT7910	18/12/2015	SYNERGY	DARRADUP VBFB 25/09 - 01/12/2015	\$ 540.80
EFT7911	18/12/2015	SOUTHWEST TYRE SERVICE	TYRE SUPPLIES	\$ 1,547.20
EFT7912	18/12/2015	STEWART & HEATON CLOTHING CO. PTY LTD	PROTECTIVE CLOTHING	\$ 425.29
EFT7913	18/12/2015	ST.JOHN AMBULANCE	MEMBERSHIPS	\$ 83.00
EFT7914	18/12/2015	TOTAL EDEN	RETIC SUPPLIES	\$ 260.81
EFT7915	18/12/2015	TRACIE BISHOP	REIMBURSEMENT OF EXPENSES	\$ 470.00
EFT7916	18/12/2015	WORK CLOBBER	PROTECTIVE CLOTHING	\$ 50.50
EFT7917	23/12/2015	HYATT REGENCY PERTH	COUNCILLOR ACCOMMODATION	\$ 212.00
EFT7918	23/12/2015	GL & RK DICKSON	EXCAVATOR HIRE CHALWELL RD	\$ 12,622.50
EFT7919	23/12/2015	EDGE PLANNING & PROPERTY	PLANNING SERVICES	\$ 988.90
EFT7920	23/12/2015	BRC - BUILDING SOLUTIONS	CLAIM 28 - BALANCE OF PROJECT COSTS	\$ 69,286.63
EFT7921	23/12/2015	CATHERINE STEVENSON	ORDINARY & COMMITTEE MEETINGS, TRAVEL	\$ 549.20
EFT7922	23/12/2015	ARTIFEX	MODIFICATIONS TO SON STRATEGY PLAN	\$ 82.50
EFT7923	23/12/2015	DRACOM SERVICES	FIREBREAK INSPECTIONS FIELD & OFFICE WORK	\$ 2,880.00
EFT7924	23/12/2015	JANE BUCKLAND	REIMBURSEMENT OF EXPENSES	\$ 50.00
EFT7925	23/12/2015	STALEY FOOD & PACKAGING	CLEANING SUPPLIES	\$ 258.34
EFT7926	23/12/2015	BEAT FREEDOM	4.5 HRS YOUTH ASSISTANCE	\$ 112.50
EFT7927	23/12/2015	ARTISAN PAVING	LAYING OF GRANDPAVE PAVES TO CHARGING STATION	\$ 2,129.60
EFT7928	23/12/2015	ACO POLYCRETE PTY LTD	SUNDRY SUPPLIES	\$ 8,952.79
EFT7931	23/12/2015	HOLCIM AUSTRALIA PTY LTD	7MM SEALING AGGREGATE	\$ 1,065.54
EFT7932	23/12/2015	HOWSON MANAGEMENT PTY LTD	PROJECT MANAGEMENT	\$ 15,587.00
EFT7933	23/12/2015	TOLL IPEC ROAD EXPRESS PTY LTD	FREIGHT COSTS	\$ 112.08
EFT7934	23/12/2015	INSIGHT CCS PTY LTD	AFTER HOURS CALL SERVICE - NOVEMBER 2015	\$ 60.06
EFT7935	23/12/2015	JASON SIGNMAKERS	SIGNAGE	\$ 42.90
EFT7936	23/12/2015	WAYNE G H JOLLEY	CLAIM FOR HOME OFFICE COSTS	\$ 286.86
EFT7937	23/12/2015	METAL ARTWORK CREATIONS	STAFF BADGE	\$ 13.48
EFT7938	23/12/2015	NANNUP HARDWARE & AGENCIES	MISC SUPPLIES	\$ 1,217.85
EFT7939	23/12/2015	NANNUP COMMUNITY RESOURCE CENTRE	TELEGRAPH ADVERT DEC 2015	\$ 1,298.00
EFT7940	23/12/2015	NANNUP LIQUOR STORE	REFRESHMENTS	\$ 639.27
EFT7941	23/12/2015	ROD'S AUTO ELECTRICS	PLANT REPAIRS	\$ 70.41
EFT7942	23/12/2015	SYNERGY	RAC RECHARGE	\$ 79.05
EFT7943	23/12/2015	SUGAR MOUNTAIN ELECTRICAL SERVICES	SUNDRY MAINTENANCE WORKS	\$ 712.13
EFT7944	23/12/2015	SHIRE OF NANNUP	IT WORKS	\$ 1,425.00
EFT7945	23/12/2015	STEWART & HEATON CLOTHING CO. PTY LTD	PROTECTIVE CLOTHING	\$ 1,177.12
			<b>Total EFT payments - Municipal Account - December 15:</b>	<b>\$ 759,884.25</b>
19937	01/12/2015	CITY OF BUSSELTON	RANGERS JOB COSTS	\$ 520.00
19938	01/12/2015	DEPARTMENT OF TRANSPORT	VEHICLE REGISTRATION	\$ 63.00
19939	01/12/2015	BUSSELTON HYUNDAI	HYUNDAI SONATA	\$ 18,533.65
19940	01/12/2015	AAC ID SOLUTIONS	500 PLASTIC WRISTBANDS	\$ 153.00
19941	01/12/2015	SHIRE OF NANNUP	VEHICLE REGISTRATION/PLATE CHANGE	\$ 24.70
19942	01/12/2015	SHIRE OF NANNUP	PETTY CASH REIMBURSEMENT	\$ 240.85
19943	10/12/2015	WOMROCK PAINTING CO.	MAIN STREET PROJECT	\$ 240.00
19944	18/12/2015	DEPARTMENT OF TRANSPORT	DB209 BOAT REGISTRATION	\$ 110.00
19945	18/12/2015	NANNUP SPORTS & RECREATION ASSOC	KIDSPORTS - KID FIT	\$ 81.00
19946	18/12/2015	NANNUP AMATEUR BASKETBALL ASSOCIATION	KIDSPORT FEES AND EQUIPMENT	\$ 200.00
19947	18/12/2015	JO DOUGLAS	COMMUNITY BUS DL FEES	\$ 196.90
19948	18/12/2015	BUNNINGS- BUSSELTON	SUNDRY SUPPLIES	\$ 159.96
19949	18/12/2015	NANNUP BOWLING CLUB	CWA OVER 75'S XMAS PARTY	\$ 135.00
19950	18/12/2015	TELSTRA	NORTH NANNUP VBFB TELEPHONE EXPENSES	\$ 50.17
19951	23/12/2015	NANNUP BOWLING CLUB	HALL & KITCHEN HIRE	\$ 256.25
19952	23/12/2015	SHIRE OF NANNUP	190 X A4 & 3 X A3 PHOTOCOPIES	\$ 155.00
19953	23/12/2015	WATER CORPORATION	WATER EXPENSES	\$ 6,801.88
19954	23/12/2015	WESTNET	DARRADUP FS JANUARY	\$ 29.95
			<b>Total Cheque payments - Municipal Account - December 15:</b>	<b>\$ 27,951.31</b>

SHIRE OF NANNUP				
ACCOUNTS FOR PAYMENT - DECEMBER 2015				
EFT/ Cheque	Date	Name	Invoice Description	Amount
DD9461.1	31/12/2015	WESTNET	WESTNET NANNUP LG	\$ 154.89
DD9461.2	31/12/2015	CALTEX AUSTRALIA	CALTEX STARCARD NOVEMBER USAGE	\$ 794.01
DD9461.3	31/12/2015	TELSTRA	TELSTRA FOR 16 NOVEMBER TO 15 DECEMBER 2015	\$ 3,288.13
DD9461.4	31/12/2015	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 37 DECEMBER PAYMENT	\$ 1,666.06
DD9461.5	31/12/2015	SGFLEET	SGFLEET LEASE & RENTAL CHARGES NOVEMBER 2015	\$ 991.83
DD9461.6	31/12/2015	BP AUSTRALIA	BP AUSTRALIA NOVEMBER USAGE	\$ 532.68
DD9467.1	31/12/2015	JACK STEWART	REIMBURSEMENT OF EXPENSES	\$ 30.00
			<b>Total Direct Debt payments - Municipal Account - December 15:</b>	<b>\$ 7,397.60</b>
			<b>TOTAL MUNICIPAL PAYMENTS FOR PERIOD</b>	<b>\$ 795,233.16</b>
			<b>TOTAL TRUST PAYMENTS FOR PERIOD</b>	<b>\$ -</b>
			<b>TOTAL PAYMENTS FOR PERIOD:</b>	<b>\$ 795,233.16</b>