

AGENDA NUMBER: 10.5
SUBJECT: Compliance Audit Return 2010
LOCATION/ADDRESS:
NAME OF APPLICANT: Shire of Nannup
FILE REFERENCE: ADM 14
AUTHOR: Kevin Waddington – Acting Manager Corporate Services
AUTHORISING OFFICER – Shane Collie – Chief Executive Officer
DISCLOSURE OF INTEREST:
DATE OF REPORT: 13 January 2011

Attachment: Completed 2010 Compliance Audit Return.

BACKGROUND:

Council is required to complete a Compliance Audit Return every year. The Compliance Audit Return for the period 1 January 2010 to 31 December 2010 has been completed. The Compliance Audit Return is to be:

1. Presented to Council at a meeting of the Council.
2. Adopted by the Council.
3. The adoption recorded in the minutes of the meeting at which it is adopted.
4. Signed by the Shire President and Chief Executive Officer and returned to the Department of Local Government and Regional Development with a copy of the Council minutes of the meeting at which it was received.

COMMENT:

The Annual Compliance Audit Return contains 283 questions of which:

- 161 were complied with;
- 7 were not complied with; and
- 115 were not applicable to the Shire of Nannup during the year under review.

Of the 7 questions that Council did not comply with the various Act and Regulations provisions, the main non-compliance issue relates to the Annual Returns required to be submitted by each elected member and senior staff member.

The annual returns are required to be submitted to the Chief Executive Officer, by the 31st August each year for the preceding year ending 30th June.

The request for the completion and return of the Annual Returns were not sent out until November 2010 and of those that have been returned the return period is for the year 2010 -2011 and not 2009-2010 as required. (Note: one Councillor has yet to return their completed Annual Return at the time of preparing this report).

To avoid a repeat of the late request and return of Annual Returns for the correct period under review, procedures will be developed to ensure early notification to the delegated staff member of the requirement to send out Annual Return forms to elected members and designated senior staff and to follow up well in advance of the 31st August deadline as required by the *Local Government Act 1995*.

Other matters that were highlighted during the review (and comment) are as follows:

1. Ensuring that the officer who is responsible for the day-to-day financial management operations of the Council does not also conduct an internal audit.

For a small local government with limited staff resources it is impractical to separate the above two functions without adding considerable cost to Council's salaries budget.

2. Council has not undertaken a review of two (2) local laws within the prescribed time of eight (8) years of adoption.

These Local Laws are:

1. Public Cemetery Local Law adopted 23rd October 1989 and due for review in 2005; and
2. Refuse Site Local Law adopted 26th November 1999 and due for review in 2007.

Council will be undertaking a review of these two Local Laws, along with its Health Local Laws (also due for review) during 2011.

3. Election of Deputy Presiding members of Councils Committees from amongst committee members.

Each Council committee determines how a deputy presiding member is appointed in accordance with the committee's terms of reference adopted by Council when each committee is established.

4. Making available to members of the public copies of unconfirmed committee minutes within 5 business days after the committee meeting.

Not all committee minutes secretaries provided copies of committee minutes within the required timeframe. Procedures will be implemented to avoid such occurrences in future.

5. The presiding member did not, on all occasions, when given a member's financial interest disclosure by the CEO, bring its contents to the attention of persons present at the meeting immediately before any matters to which the disclosure relates were discussed.

All presiding members will need to ensure that all financial interest disclosures are made public as required by the *Local Government Act 1995* provisions.

STATUTORY ENVIRONMENT: Local Government Act 1995.

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS: Nil.

STRATEGIC IMPLICATIONS: Nil.

RECOMMENDATION:

That Council adopt the Local Government Compliance Audit Report for the Shire of Nannup for the period 1st January 2010 to the 31st December 2010, and submits the report to the Department of Local Government as required.

VOTING REQUIREMENTS:

**KEVIN WADDINGTON
ACTING MANAGER CORPORATE SERVICES**



**AUTHORISING OFFICER
SHANE COLLIE
CHIEF EXECUTIVE OFFICER**



Government of Western Australia
Department of Local Government

Nannup - Compliance Audit Return 2010

Certified Copy of Return

Please submit a signed copy to the Director General of the Department of Local Government together with a copy of section of relevant minutes.

Caravan Parks and Camping Grounds					
No	Reference	Question	Response	Comments	Respondent
1	s21(1) Caravan Parks and Camping Grounds Act 1995	Did the local government inspect each caravan park or camping ground in its district within the period 1 July 2009 to 30 June 2010.	Yes		Kevin Waddington
2	s14(1) of the Caravans and Camping Grounds Act 1995	Did you keep a register of caravan park licences. (For the return period)	Yes		Kevin Waddington

Cemeteries					
No	Reference	Question	Response	Comments	Respondent
1	s40(1)(a), (b) Cemeteries Act 1986	Has a register been maintained which contains details of all burials in the cemetery, including details of the names and descriptions of the deceased persons and location of the burial. (For the return period)	Yes		Kevin Waddington
2	s40(1)(a), (b) Cemeteries Act 1986	Has a register been maintained which contains details of all grants of right of burial in the cemetery, including details of assignments or bequests of grants. (For the return period)	Yes		Kevin Waddington
3	s40(2) Cemeteries Act 1986	Have plans been kept and maintained showing the location of all burials registered in as above.	Yes		Kevin Waddington



Commercial Enterprises by Local Governments

No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a)(b)(c) F&G Reg 7,9	Has the local government prepared a business plan for each major trading undertaking in 2010.	N/A		Kevin Waddington
2	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2010.	N/A		Kevin Waddington
3	s3.59(2)(a)(b)(c) F&G Reg 7,11	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2010.	N/A		Kevin Waddington
4	s3.59(4)	Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2010.	N/A		Kevin Waddington
5	s3.59(5)	Did the Council, during 2010, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	N/A		Kevin Waddington



Delegation of Power / Duty					
No	Reference	Question	Response	Comments	Respondent
1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	N/A		Kevin Waddington
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	N/A		Kevin Waddington
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	N/A		Kevin Waddington
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	N/A		Kevin Waddington
5	s5.18	Has Council reviewed delegations to its committees in the 2009/2010 financial year.	N/A		Kevin Waddington
6	s5.42(1), 5.43 Admin Reg 18G	Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act.	Yes		Kevin Waddington
7	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO resolved by an absolute majority.	Yes	Although the resolution was carried 8/0 the Minutes did not show that the motion was carried by an Absolute Majority. OM 26 August 2010	Kevin Waddington
8	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO in writing.	Yes		Kevin Waddington
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	Yes		Kevin Waddington
10	s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority.	Yes	Although the resolution was carried 8/0 the Minutes did not show that the motion was carried by an Absolute Majority. OM 26 August 2010	Kevin Waddington
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	Yes		Kevin Waddington
12	s5.46(2)	Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2009/2010 financial year.	Yes		Kevin Waddington
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required.	Yes	Copy of each delegation exercised kept on appropriate file in Records System.	Kevin Waddington

Disclosure of Interest



Government of Western Australia
Department of Local Government

No	Reference	Question	Response	Comments	Respondent
1	s5.67	If a member disclosed an interest, did he/she ensure that they did not remain present to participate in any discussion or decision-making procedure relating to the matter in which the interest was disclosed (not including participation approvals granted under s5.68).	Yes		Kevin Waddington
2	s5.68(2)	Were all decisions made under section 5.68(1), and the extent of participation allowed, recorded in the minutes of Council and Committee meetings.	N/A		Kevin Waddington
3	s5.73	Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made.	Yes		Kevin Waddington
4	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly elected members within three months of their start day.	N/A		Kevin Waddington
5	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly designated employees within three months of their start day.	Yes		Kevin Waddington
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2010.	No	The request for the completion and return of the Annual Returns were not sent until the 1 November 2010	Kevin Waddington
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2010.	No	The request for the completion and return of the Annual Returns were not sent until the 1 November 2010	Kevin Waddington
8	s5.77	On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return.	No		Kevin Waddington
9	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76	Yes		Kevin Waddington
10	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28.	Yes		Kevin Waddington
11	s5.88 (3)	Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76.	Yes		Kevin Waddington
12	s5.88(4)	Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
13	s5.103 Admin Reg 34C & Rules of Conduct Reg 11	Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes.	Yes		Kevin Waddington
14	s5.66(b)	Did the person presiding at a meeting, on all occasions, when given a member's written financial interest disclosure by the CEO, bring its contents to the attention of persons present immediately before any matters to which the disclosure relates were discussed.	No		Kevin Waddington
15	s5.71(a)	Did the CEO disclose to the mayor or president the nature of the interest as soon as practicable after becoming aware that he or she had an interest in the matter to which the delegated power or duty related.	N/A		Kevin Waddington
16	s5.71(b)	Did an employee disclose to the CEO the nature of the interest as soon as practicable after becoming aware that he or she had an interest in the matter to which the delegated power or duty related.	N/A		Kevin Waddington
17	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	N/A		Kevin Waddington
18	s5.70(3)	Where an employee disclosed an interest under s5.70(2), did that person also disclose the extent of that interest when required to do so by the Council or a Committee.	N/A		Kevin Waddington
19	s5.66(a)	Did the CEO, on all occasions, where a council member gave written notice of a disclosure of interest before a meeting, cause that notice to be given to the person who presided at the meeting.	Yes		Kevin Waddington
20	s5.71	On all occasions were delegated powers and duties not exercised by employees that had an interest in the matter to which the delegated power or duty related.	N/A		Kevin Waddington



Disposal of Property

No	Reference	Question	Response	Comments	Respondent
1	s3.58(3)	Was local public notice given prior to disposal for any property not disposed of by public auction or tender (except where excluded by Section 3.58(5)).	Yes		Kevin Waddington
2	s3.58(4)	Where the local government disposed of property under section 3.58(3), did it provide details, as prescribed by section 3.58(4), in the required local public notice for each disposal of property.	Yes		Kevin Waddington

Elections

No	Reference	Question	Response	Comments	Respondent
1	s4.17(3)	Was approval sought from the Electoral Commissioner where council allowed a vacancy to remain unfilled as a result of a councillor's position becoming vacant under s2.32 and in accordance with s4.17(3)(a) & (b).	N/A		Kevin Waddington
2	s4.20(2)	Did the local government appoint a person other than the CEO to be the returning officer of the local government for an election or all other elections held while that appointment applied, after having written agreement of the person concerned and the Electoral Commissioner.	N/A		Kevin Waddington
3	s4.20(4)	Did the local government declare the electoral commissioner to be responsible for the conduct of an election, after having first obtained the written agreement of the Electoral Commissioner.	N/A		Kevin Waddington
4	s4.20(5)	Where a declaration has not already been made, was a declaration made under s4.20(4) prior to the 80th day before election day.	N/A		Kevin Waddington
5	s4.32(4)	Did the CEO, within 14 days after receiving a claim for enrolment, decide whether the claimant was eligible or not eligible under s4.30(1)(a)&(b) and accept or reject the claim accordingly.	N/A		Kevin Waddington
6	s4.32(6) Elect Reg 13	Did the CEO record on all occasions the decision in the owners and occupiers register in accordance with Regulation 13 of the Local Government (Elections) Regulations 1997 and give written notice of the decision to the claimant without delay, for eligibility to enrol.	N/A		Kevin Waddington
7	s4.35(2)	Did the CEO give written notice to the person before making a decision under subsection (1)(c) and allow 28 days for the person to make submissions on the matter.	N/A		Kevin Waddington



No	Reference	Question	Response	Comments	Respondent
8	s4.35(3)	Did the CEO, after making a decision under subsection (1)(c), give written notice of it to the person.	N/A		Kevin Waddington
9	s4.35(5)	Did the CEO, on receipt of advice of the Electoral Commissioner's decision on an appeal, take any action necessary to give effect to that decision.	N/A		Kevin Waddington
10	s4.35(6)	Did the CEO give written notice on all occasions to the person, where after considering submissions made under subsection 2, the CEO decided that the person was still eligible under s4.30 to be enrolled to vote at elections for the district or ward.	N/A		Kevin Waddington
11	s4.35(7)	Did the CEO, on all occasions, record any decision under subsection (1) or (6) in the register referred to in section 4.32(6).	N/A		Kevin Waddington
12	s4.39(2)	Did the CEO on or after the 70th day, but no later than the 56th day give statewide public notice of the time and date of the close of enrolments.	N/A		Kevin Waddington
13	s4.41(1)	Did the CEO prepare an owners and occupiers roll for the election on or before the 36th day before election day.	N/A		Kevin Waddington
14	s4.41(2)	Did the CEO certify that the owners and occupiers roll included the names of all persons who were electors of the district or ward under s4.30 at the close of enrolments.	N/A		Kevin Waddington
15	s4.43(1)	Where the CEO was returning officer (RO) and the rolls were not consolidated, did the RO delete the names of any person from the owners and occupiers roll whose name also appeared on the residents roll, on or before the 22nd day before election day.	N/A		Kevin Waddington
16	s4.47(1)	Where the CEO was returning officer (RO), did the RO give statewide public notice calling for nominations of candidates for the election on or after the 56th day but no later than the 45th day before election day.	N/A		Kevin Waddington
17	s4.47(2)(a)	Did the notice referred to in s4.47(1) calling for nominations specify the kind of election to be held and the vacancy or vacancies to be filled.	N/A		Kevin Waddington
18	s4.47(2)(b)	Did the notice referred to in s4.47(1) calling for nominations specify the place where nominations may be delivered or sent.	N/A		Kevin Waddington
19	s4.47(2)(c)	Did the notice referred to in s4.47(1) calling for nominations specify the period within which nominations have to be delivered or sent.	N/A		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
20	s4.47(2)(d)	Did the notice referred to in s4.47(1) calling for nominations specify any other arrangements made for the receipt by the returning officer of nominations.	N/A		Kevin Waddington
21	s4.61(2)	Did the Council of the local government, where it decided to conduct the election as a postal election, make that decision by absolute majority.	N/A		Kevin Waddington
22	s4.61(3)	Where a decision was made under s4.61(2) and a relevant declaration had not already been made, was that decision made prior to the 80th day before election day.	N/A		Kevin Waddington
23	s4.64	Where the CEO was returning officer (RO), did the RO give Statewide public notice (election notice) as soon as practicable after preparations for the election, but no later than on the 19th day before election day, in accordance with regulations that included details of how, when and where the election will be conducted and the names of the candidates.	N/A		Kevin Waddington
24	Elect Reg 7	Did a person, before acting as an electoral officer, make the required declaration as stated in local government election regulation 7.	N/A		Kevin Waddington
25	Elect Reg 8(2)	Where the CEO was returning officer (RO), did the RO prepare and adopt a Code of Conduct for the 2010 Extraordinary Elections.	N/A		Kevin Waddington
26	Elect Reg 8(3)	Where the CEO was returning officer (RO), did the RO provide each electoral officer a copy or access to a copy of the electoral code of conduct for the 2010 Extraordinary Elections.	N/A		Kevin Waddington
27	Elect Reg 13(1)	Has the relevant information as listed in Election Reg 13 been recorded in the owners and occupiers register.	N/A		Kevin Waddington
28	Elect Reg 13(4)	Did the CEO amend the register from time to time to make sure that the information recorded in it is accurate.	N/A		Kevin Waddington
29	Elect Reg 17	Did the local government keep an enrolment eligibility claim form, if accepted, a copy of a notice of acceptance for 2 years after the claim and notice expired, and a copy of a notice of rejection for 2 years after the claim was rejected.	N/A		Kevin Waddington
30	Elect Reg 26(4)	Did the CEO or an employee of the local government appointed as Returning Officer keep the deposit referred to in s4.49(d) separate from other money and credited to a fund of the local government.	N/A		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
31	Elect Reg 30G (1)	Did the CEO establish and maintain an electoral gift register and ensure that all 'disclosure of gifts' forms completed by candidates and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the candidates.	N/A		Kevin Waddington
32	Elect Reg 30G(3)	Did the CEO remove any "disclosure of gifts" forms completed by unsuccessful candidates from the electoral gift register in accordance with the period under regulation 30C and retain those forms separately for a period of at least 2 years.	N/A		Kevin Waddington
33	Elect Reg 30H	Has the electoral gift register been kept at the appropriate local government offices.	N/A		Kevin Waddington
34	Elect Reg 40	Has a postal voters register been kept of electors whose applications are under regulation 37(1)(b) and are accepted under regulation 38(1), which contains the enrolment details of each elector included on it and any ward in respect of which the elector is registered.	N/A		Kevin Waddington
35	Elect Reg 81	Was the report relating to an election under s4.79 provided to the Minister within 14 days after the declaration of the result of the election.	N/A		Kevin Waddington

Executive Functions

No	Reference	Question	Response	Comments	Respondent
1	s3.18(3)(a)	Has the local government satisfied itself that the services and facilities that it provides ensure integration and co-ordination of services and facilities between governments.	Yes		Kevin Waddington
2	s3.32(1)	Was a notice of intended entry given to the owner or occupier of the land, premises or thing that had been entered.	N/A		Kevin Waddington
3	s3.50	Did the local government close a thoroughfare wholly or partially for a period not exceeding 4 weeks under the guidelines of 3.50.	Yes		Kevin Waddington
4	s3.18(3)(b)	Has the local government satisfied itself that the services and facilities that it provides avoid unnecessary duplication of services or competition particularly with the private sector.	Yes		Kevin Waddington
5	s3.18(3)(c)	Has the local government satisfied itself that the services and facilities that it provides ensure services and facilities are properly managed.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
6	s3.40A(1)	Where in the opinion of the local government a vehicle was an abandoned vehicle wreck, was it removed and impounded by an employee authorised (for that purpose) by the local government.	N/A		Kevin Waddington
7	s3.40A(2)	Where the owner of the vehicle was identified within 7 days after its removal under s3.40A(1), did the local government give notice to that person advising that the vehicle may be collected from a place specified during such hours as are specified in the notice.	N/A		Kevin Waddington
8	s3.40A(3)	Where notice was given under s3.40A (2) did it include a short statement of the effect of subsection (4)(b) and the effect of the relevant provisions of sections 3.46 and 3.47.	N/A		Kevin Waddington
9	s3.51(3)	Did the local government give notice of what is proposed to be done giving details fo the proposal and inviting submissions from any person who wishes to make a submission and allow a reasonable time for submissions to be made and consider any submissions made.	N/A		Kevin Waddington
10	s3.52(4)	Has the local government kept plans for the levels and alignments of public thoroughfares that are under its control or mangement, and made those plans available for public inspection.	Yes	Only in relation to new works as plans for eprior xisting works were not provided and held by Council	Kevin Waddington
11	s3.32(2)	Did the notice of intended entry specify the purpose for which the entry was required.	N/A		Kevin Waddington
12	s3.32(3)	Was the notice of intended entry given not less than 24 hours before the power of entry was exercised.	N/A		Kevin Waddington

Finance

No	Reference	Question	Response	Comments	Respondent
1	s5.53, Admin Reg 19B	Has the local government prepared an annual report for the financial year ended 30 June 2010 that contained the prescribed information under the Act and Regulations.	Yes		Kevin Waddington
2	s5.54(1), (2)	Was the annual report accepted by absolute majority by the local government by 31 December 2010.	Yes		Kevin Waddington
3	s5.54(1), (2)	Where the Auditor's report was not available in time for acceptance by 31 December, was it accepted no more than two months after the Auditor's report was made available.	N/A		Kevin Waddington
4	s5.55	Did the CEO give local public notice of the availability of the annual report as soon as practicable after the local government accepted the report.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
5	s5.56 Admin Reg 19C(2)	Has the local government made a plan for the future of its district in respect of the period specified in the plan (being at least 2 financial years).	Yes		Kevin Waddington
6	Admin Reg 19D	After a plan for the future, or modifications to a plan were adopted under regulation 19C, did the local government give public notice in accordance with subsection (2).	Yes		Kevin Waddington
7	s5.94, s5.95	Did the local government allow any person attending the local government during office hours to inspect information, free of charge, listed in s5.94 of the Act and subject to s5.95 whether or not the information was current at the time of inspection.	Yes		Kevin Waddington
8	s5.96	Where a person inspected information under Part 5, Division 7 of the Act and requested a copy of that information, did the local government ensure that copies were available at a price that did not exceed the cost of providing those copies.	Yes		Kevin Waddington
9	s5.98 Admin Reg 30	Was the fee made available to elected members for attending meetings within the prescribed range.	Yes		Kevin Waddington
10	s5.98 Admin Reg 31	Was the reimbursement of expenses to elected members within the prescribed ranges or as prescribed.	Yes		Kevin Waddington
11	s5.98A Admin Reg 33A	Where a local government decided to pay the deputy mayor or the deputy president an allowance, was it resolved by absolute majority.	Yes		Kevin Waddington
12	s5.98A Admin Reg 33A	Where a local government decided to pay the deputy mayor or the deputy president an allowance, was it up to (or below) the prescribed percentage of the annual local government allowance to which the mayor or president is entitled under section 5.98 (5).	Yes		Kevin Waddington
13	s5.99 Admin Reg 34	Where a local government decided to pay Council members an annual fee in lieu of fees for attending meetings, was it resolved by absolute majority.	N/A		Kevin Waddington
14	s5.99 Admin Reg 34	Where a local government decided to pay Council members an annual fee in lieu of fees for attending meetings, was it within the prescribed range.	N/A		Kevin Waddington
15	s5.99A Admin Reg 34A, AA, AB	Where a local government decided to pay Council members an allowance instead of reimbursing telephone, facsimile machine rental charges and other telecommunication, information technology, travelling and accommodation expenses, was it resolved by absolute majority.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
16	s5.99A Admin Reg 34A, AA, AB	Where a local government decided to pay Council members an allowance instead of reimbursing telephone, facsimile machine rental charges and other telecommunication, information technology, travelling and accommodation expenses, was it within the prescribed range.	Yes		Kevin Waddington
17	s5.100 (1)	Did the local government pay a fee for attending committee meetings only to a committee member who was a council member.	Yes		Kevin Waddington
18	s5.100 (2)	Where the local government decided to reimburse a committee member, who was not a council member or employee, for an expense incurred by the person in relation to a matter affecting the local government, was it within the prescribe range.	N/A		Kevin Waddington
19	s6.8	Was expenditure that the local government incurred from its municipal fund, but not included in its annual budget, authorised in advance on all occasions by absolute majority resolution.	N/A		Kevin Waddington
20	s6.8(1)(c)	Did the Mayor or President authorise expenditure from the municipal fund in an emergency. (Please indicate circumstances in the "Comments" column)	N/A		Kevin Waddington
21	s6.8	In relation to expenditure that the local government incurred from its municipal fund that was authorised in advance by the mayor or president in an emergency, was it reported on all occasions to the next ordinary meeting of council.	Yes		Kevin Waddington
22	s6.12, 6.13, 6.16 (1),(3)	Did Council at the time of adopting its budget, determine the granting of a discount or other incentive for early payment by absolute majority.	Yes		Kevin Waddington
23	s6.12, 6.13, 6.16 (1),(3)	Did Council determine the setting of an interest rate on money owing to Council by absolute majority.	N/A		Kevin Waddington
24	s6.12, 6.13, 6.16 (1),(3)	Did Council determine to impose or amend a fee or charge for any goods or services provided by the local government by absolute majority. (Note: this applies to money other than rates and service charges).	N/A		Kevin Waddington
25	s6.17(3)	Were the fees or charges imposed for receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate, limited to the cost of providing the service or goods.	Yes		Kevin Waddington
26	s6.17(3)	Were the fees or charges imposed for any other service prescribed in section 6.16 (2)(f), limited to the cost of providing the service or goods.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
27	s6.19	After the budget was adopted, did the local government give local public notice for all fees and charges stating its intention to introduce the proposed fees or charges and the date from which it proposed to introduce the fees or charges.	N/A		Kevin Waddington
28	s6.20(2) FM Reg 20	On each occasion where the local government exercised the power to borrow, was the Council decision to exercise that power by absolute majority (Only required where the details of the proposal were not included in the annual budget for that financial year).	N/A		Kevin Waddington
29	S6.76(6)	Was the outcome of an objection under section 6.76(1) promptly conveyed to the person who made the objection including a statement of the local government's decision on the objection and its reasons for that decision.	N/A		Kevin Waddington
30	FM Reg 5	Has efficient systems and procedures been established by the CEO of a local government as listed in Finance Reg 5.	N/A		Kevin Waddington
31	FM Reg 6	Has the local government ensured that an employee to whom is delegated responsibility for the day to day accounting or financial management operations of a local government is not also delegated the responsibility for conducting an internal audit or reviewing the discharge of duties by that employee.	Yes	To the extent possible in a small country local authority where staff resources are limited.	Kevin Waddington
32	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act.	Yes		Kevin Waddington
33	s7.1B	Where a local government determined to delegate to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority.	N/A		Kevin Waddington
34	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	Yes		Kevin Waddington
35	s7.3	Was the person(s) appointed by the local government to be its auditor, an approved auditor.	Yes		Kevin Waddington
36	s7.3	Was the person or persons appointed by the local government to be its auditor, appointed by an absolute majority decision of Council.	Yes		Kevin Waddington
37	s7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken by the local government, was that action undertaken.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
38	s7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken.	N/A		Kevin Waddington
39	s7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time.	N/A		Kevin Waddington
40	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	Yes		Kevin Waddington
41	Audit Reg 7	Did the agreement between the local government and its auditor include the scope of the audit.	Yes		Kevin Waddington
42	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	Yes		Kevin Waddington
43	Audit Reg 7	Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor.	Yes		Kevin Waddington
44	Audit Reg 7	Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor.	Yes		Kevin Waddington

Local Government Employees

No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	N/A		Kevin Waddington
2	s5.36(4) s5.37(3)	Were all vacancies for the position of CEO and for designated senior employees advertised.	Yes		Kevin Waddington
3	s5.36(4) s5.37(3) Admin Reg 18A(1)	Did the local government advertise for the position of CEO and for designated senior employees in a newspaper circulated generally throughout the State.	Yes		Kevin Waddington
4	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees contain details of the remuneration and benefits offered.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
5	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees contain details of the place where applications for the position were to be submitted.	Yes		Kevin Waddington
6	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees detail the date and time for closing of applications.	Yes		Kevin Waddington
7	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees indicate the duration of the proposed contract.	Yes		Kevin Waddington
8	s5.36(4), 5.37(3), Admin Reg 18A	Did all advertisements for the position of CEO and for designated senior employees provide contact details of a person to contact for further information.	Yes		Kevin Waddington
9	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	Yes		Kevin Waddington
10	s5.38	Was the performance of each employee, employed for a term of more than one year, (including the CEO and each senior employee), reviewed within the most recently completed 12 months of their term of employment.	Yes		Kevin Waddington
11	Admin Reg 18D	Where Council considered the CEO's performance review did it decide to accept the review with or without modification (If Council did not accept the review, the preferred answer is N/A & refer Q12).	Yes		Kevin Waddington
12	Admin Reg 18D	Where the Council considered the CEO's performance review, but decided not to accept the review, did it decide to reject the review (If Council accepted the review, the preferred answer is N/A refer Q11).	N/A		Kevin Waddington
13	s5.39	During the period covered by this Return, were written performance based contracts in place for the CEO and all designated senior employees who were employed since 1 July 1996.	Yes		Kevin Waddington
14	s5.39 Admin Reg 18B	Does the contract for the CEO and all designated senior employees detail the maximum amount of money payable if the contract is terminated before the expiry date. This amount is the lesser of the value of one year's remuneration under the contract.	Yes		Kevin Waddington
15	s5.39 Admin Reg 18B	Does the contract for the CEO and all designated senior employees detail the maximum amount of money payable if the contract is terminated before the expiry date and this amount is the lesser of the value of the remuneration they would be entitled to had the contract not been terminated.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
16	s5.50(1)	Did Council adopt a policy relating to employees whose employment terminates, setting out the circumstances in which council would pay an additional amount to that which the employee is entitled under a contract or award.	Yes		Kevin Waddington
17	s5.50(1)	Did Council adopt a policy relating to employees whose employment terminates, setting out the manner of assessment of an additional amount.	Yes		Kevin Waddington
18	s5.50(2)	Did the local government give public notice on all occasions where council made a payment that was more than the additional amount set out in its policy.	N/A		Kevin Waddington
19	s5.53(2)(g) Admin Reg 19B	For the purposes of section 5.53(2)(g) did the annual report of a local government for a financial year contain the number of employees of the local government entitled to an annual salary of \$100,000 or more.	Yes		Kevin Waddington
20	s5.53(2)(g) Admin Reg 19B	For the purposes of section 5.53(2)(g) did the annual report of a local government for a financial year contain the number of those employees with an annual salary entitlement that falls within each band of \$10,000 and over \$100,000.	Yes		Kevin Waddington
21	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position of CEO under section 5.36(4).	N/A		Kevin Waddington
22	Admin Regs 18E	Did the local government ensure checks were carried out to confirm that the information in an application for employment was true (applicable to CEO only).	N/A		Kevin Waddington
23	Admin Reg 33	Was the allowance paid to the mayor or president for the purposes of s5.98 (5) within the prescribed range.	Yes		Kevin Waddington

Local Laws

No	Reference	Question	Response	Comments	Respondent
1	s3.12(2) F&G Reg 3	On each occasion that Council resolved to make a local law, did the person presiding at the Council meeting give notice of the purpose and effect of each proposed local law in the manner prescribed in Functions and General Regulation 3.	Yes		Kevin Waddington
2	s3.12(4)	Have all Council's resolutions to make local laws been by absolute majority.	Yes		Kevin Waddington
3	s3.12(4)	Have all Council's resolutions to make local laws been recorded as such in the minutes of the meeting.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
4	s3.12(6)	After the local law was published in the Gazette, did the local government give local public notice summarising the purpose and effect of the local law and the day on which it came into operation.	Yes		Kevin Waddington
5	s3.12(6)	After the local law was published in the Gazette, did the local government give local public notice advising that copies of the local law may be inspected or obtained from its office.	Yes		Kevin Waddington
6	s3.16(1)	Have all reviews of local laws under section 3.16(1) of the Act been carried out within a period of 8 years.	No	Two Local Laws are yet to be reviewed that were due in 2005 & 2007. These are scheduled for review in 2011.	Kevin Waddington
7	s3.16(1)(2)	If the local government carried out a review of a local law under section 3.16 of the Act, to determine whether or not the local law should be repealed or amended, did it give Statewide public notice stating that it intended to review the local law.	Yes		Kevin Waddington
8	s3.16(1)(2)	If the local government carried out a review of a local law under section 3.16 of the Act, to determine whether or not the local law should be repealed or amended, did it give Statewide public notice advising that a copy of the local law could be inspected or obtained at the place specified in the notice.	Yes		Kevin Waddington
9	s3.16(1)(2)	If the local government carried out a review of a local law under section 3.16 of the Act, to determine whether or not the local law should be repealed or amended, did it give Statewide public notice detailing the closing date for submissions about the local law.	Yes		Kevin Waddington
10	s3.16(3)	Did the local government (after the last day for submissions) prepare a report of the review and have it submitted to Council.	Yes		Kevin Waddington
11	s3.16(4)	Was the decision to repeal or amend a local law determined by absolute majority on all occasions.	Yes		Kevin Waddington

Meeting Process

No	Reference	Question	Response	Comments	Respondent
1	s2.25(1)(3)	Where Council granted leave to a member from attending 6 or less consecutive ordinary meetings of Council was it by Council resolution.	Yes		Kevin Waddington
2	s2.25(1)(3)	Where Council granted leave to a member from attending 6 or less consecutive ordinary meetings of Council, was it recorded in the minutes of the meeting at which the leave was granted.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
3	s2.25(3)	Where Council refused to grant leave to a member from attending 6 or less consecutive ordinary meetings of Council, was the reason for refusal recorded in the minutes of the meeting.	N/A		Kevin Waddington
4	s2.25(2)	Was Ministerial approval sought (on all occasions) before leave of absence was granted to an elected member in respect of more than 6 consecutive ordinary meetings of council.	N/A		Kevin Waddington
5	s5.4	On all occasions when the mayor or president called an ordinary or special meeting of Council, was it done by notice to the CEO setting out the date and purpose of the proposed meeting;	Yes		Kevin Waddington
6	s5.5	On all occasions when councillors called an ordinary or special meeting of Council was it called by at least 1/3 (one third) of the councillors, by notice to the CEO setting out the date and purpose of the proposed meeting.	N/A		Kevin Waddington
7	s5.5(1)	Did the CEO give each council member at least 72 hours notice of the date, time, place and an agenda for each ordinary meeting of Council.	Yes		Kevin Waddington
8	s5.5(2)	Did the CEO give each council member notice before the meeting, of the date, time, place and purpose of each special meeting of Council.	Yes		Kevin Waddington
9	s5.7	Did the local government seek approval (on each occasion as required) from the Minister or his delegate, for a reduction in the number of offices of member needed for a quorum at a Council meeting	N/A		Kevin Waddington
10	s5.7	Did the local government seek approval (on each occasion as required) from the Minister or his delegate, for a reduction in the number of offices of member required for absolute majorities.	N/A		Kevin Waddington
11	s5.8	Did the local government ensure all Council committees (during the review period) were established by an absolute majority.	Yes		Kevin Waddington
12	s5.10(1)(a)	Did the local government ensure all members of Council committees, during the review period, were appointed by an absolute majority (other than those persons appointed in accordance with section 5.10 (1)(b)).	Yes		Kevin Waddington
13	s5.10(2)	Was each Council member given their entitlement during the review period, to be appointed as a committee member of at least one committee, as referred to in section 5.9(2)(a) & (b) of the Act.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
14	s5.12(1)	Were Presiding members of committees elected by the members of the committees (from amongst themselves) in accordance with Schedule 2.3, Division 1 of the Act.	N/A		Kevin Waddington
15	s5.12(2)	Were Deputy presiding members of committees elected by the members of the committee (from amongst themselves) in accordance with Schedule 2.3 Division 2 of the Act.	No	Deputy Presiding members are determined in accordance with the adopted Terms of reference for each Committee when the Presiding member is unavailable.	Kevin Waddington
16	s5.15	Where the local government reduced a quorum of a committee meeting, was the decision made by absolute majority on each occasion.	N/A		Kevin Waddington
17	s5.21 (4)	When requested by a member of Council or committee, did the person presiding at a meeting ensure an individual vote or the vote of all members present, were recorded in the minutes.	Yes		Kevin Waddington
18	s5.22(1)	Did the person presiding at a meeting of a Council or a committee ensure minutes were kept of the meeting's proceedings.	Yes		Kevin Waddington
19	s5.22(2)(3)	Were the minutes of all Council and committee meetings submitted to the next ordinary meeting of Council or committee, as the case requires, for confirmation.	Yes		Kevin Waddington
20	s5.22(2)(3)	Were the minutes of all Council and committee meetings signed to certify their confirmation by the person presiding at the meeting at which the minutes of Council or committee were confirmed.	Yes		Kevin Waddington
21	s5.23 (1)	Were all council meetings open to members of the public (subject to section 5.23(2) of the Act).	Yes		Kevin Waddington
22	s5.23 (1)	Were all meetings of committees to which a power or duty had been delegated open to members of the public (subject to section 5.23(2) of the Act).	N/A		Kevin Waddington
23	s5.23(2)(3)	On all occasions, was the reason, or reasons, for closing any Council or committee meeting to members of the public, in accordance with the Act.	Yes		Kevin Waddington
24	s5.23(2)(3)	On all occasions, was the reason, or reasons, for closing any Council or committee meeting to members of the public recorded in the minutes of that meeting.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
25	s5.24 (1) Admin Reg 5&6	Was a minimum time of 15 minutes allocated for questions to be raised by members of the public and responded to at every ordinary meeting of Council.	Yes		Kevin Waddington
26	s5.24 (1) Admin Reg 5&6	Was a minimum time of 15 minutes allocated for questions to be raised by members of the public and responded to at every special meeting of Council.	Yes		Kevin Waddington
27	s5.24 (1) Admin Reg 5&6	Was a minimum time of 15 minutes allocated for questions to be raised by members of the public and responded to at every meeting of a committee to which the local government has delegated a power or duty.	N/A		Kevin Waddington
28	Admin Reg 8	Was a period of 30 minutes allowed from the advertised commencement time before any Council or committee was adjourned due to the lack of a quorum.	N/A		Kevin Waddington
29	Admin Reg 9	Was voting at Council or committee meetings conducted so that no vote was secret.	Yes		Kevin Waddington
30	Admin Reg 10(1)	Were all motions to revoke or change decisions at Council or committee meetings supported in the case where an attempt to revoke or change the decision had been made within the previous 3 months but failed, by an absolute majority.	Yes		Kevin Waddington
31	Admin Reg 10(1)	Were all motions to revoke or change decisions at Council or committee meetings supported in any other case, by at least one third of the number of officers of member (whether vacant or not) of the Council or committee.	Yes		Kevin Waddington
32	Admin Reg 10(2)	Were all decisions to revoke or change decisions made at Council or committee meetings made (in the case where the decision to be revoked or changed was required to be made by an absolute majority or by a special majority), by that kind of majority.	Yes		Kevin Waddington
33	Admin Reg 10(2)	Were all decisions to revoke or change decisions made at Council or committee meetings made in any other case, by an absolute majority.	Yes		Kevin Waddington
34	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include the names of members present at the meeting.	Yes		Kevin Waddington
35	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include where a member entered or left the meeting, the time of entry or departure, as the case requires, in the chronological sequence of the business of the meeting.	Yes		Kevin Waddington



No	Reference	Question	Response	Comments	Respondent
36	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include details of each motion moved at the meeting, including details of the mover and outcome of the motion.	Yes		Kevin Waddington
37	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include details of each decision made at the meeting.	Yes		Kevin Waddington
38	Admin Reg 11	Did the contents of the minutes of all Council or committee meetings include, where the decision was significantly different from written recommendation of a committee or officer, written reasons for varying that decision.	Yes		Kevin Waddington
39	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include a summary of each question raised by members of the public and a summary of the response given.	Yes		Kevin Waddington
40	Admin Reg 11	Did the contents of minutes of all Council or committee meetings include in relation to each disclosure made under sections 5.65 or 5.70, where the extent of the interest has been disclosed, the extent of the interest.	Yes		Kevin Waddington
41	Admin Reg 12(1)	Did the local government, at least once during the period covered by this return, give local public notice for the next twelve months of the date, time and place of ordinary Council meetings.	Yes		Kevin Waddington
42	Admin Reg 12(1)	Did the local government, at least once during the period covered by this return, give local public notice for the next twelve months of the date, time and place of those committee meetings that were required under the Act to be open to the public or that were proposed to be open to the public.	Yes		Kevin Waddington
43	Admin Reg 12(2)	Did the local government give local public notice of any changes to the dates, time or places referred to in the question above.	N/A		Kevin Waddington
44	Admin Reg 12(3) (4)	In the CEO's opinion, where it was practicable, were all special meetings of Council (that were open to members of the public) advertised via local public notice.	Yes		Kevin Waddington
45	Admin Reg 12(3) (4)	Did the notice referred to in the question above include details of the date, time, place and purpose of the special meeting.	Yes		Kevin Waddington
46	Admin Reg 13	Did the local government make available for public inspection unconfirmed minutes of all Council meetings within 10 business days after the Council meetings.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
47	Admin Reg 13	Did the local government make available for public inspection unconfirmed minutes of all committee meetings within 5 business days after the committee meetings.	No		Kevin Waddington
48	Admin Reg 14(1) (2)	Were notice papers, agenda and other documents relating to any Council or committee meeting, (other than those referred to in Admin Reg 14(2)) made available for public inspection.	Yes	Not all Committee minute takers provided their minutes to the Executive Officer within the required timeline required by the Act. All minute takers have been advised of the Act provisions for all future minutes.	Kevin Waddington
49	Admin Reg 14A	On all occasions where a person participated at a Council or committee meeting by means of instantaneous communication, (by means of audio, telephone or other instantaneous contact) as provided for in Administration Regulation 14A, did the Council approve of the arrangement by absolute majority.	N/A		Kevin Waddington
50	Admin Reg 14A	On all occasions where a person participated at a Council or committee meeting by means of instantaneous communication, (as provided for in Administration Regulation 14A) was the person in a suitable place as defined in Administration Regulation 14A(4)	N/A		Kevin Waddington
51	s5.27(2)	Was the annual general meeting of electors held within 56 days of the local government's acceptance of the annual report for the previous financial year.	N/A	The Annual Report for the period ended 30th June 2010 was submitted to Council at the Ordinary Meeting held on the 25th November 2010 - AGM set for 17th January 2011	Kevin Waddington
52	s5.29	Did the CEO convene all electors' meetings by giving at least 14 days local public notice and each Council member at least 14 days notice of the date, time, place and purpose of the meeting.	Yes		Kevin Waddington
53	s5.32	Did the CEO ensure the minutes of all electors' meetings were kept and made available for public inspection before the Council meeting at which decisions made at the electors' meeting were first considered.	Yes		Kevin Waddington
54	s5.33(1)	Were all decisions made at all electors' meetings considered at the next ordinary Council meeting, or, if not practicable, at the first ordinary Council meeting after that, or at a special meeting called for that purpose.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
55	s5.33(2)	Were the reasons for Council decisions in response to decisions made at all electors' meetings recorded in the minutes of the appropriate Council meeting.	Yes		Kevin Waddington
56	s5.103(3) Admin Reg 34B	Has the CEO kept a register of all notifiable gifts received by Council members and employees.	Yes		Kevin Waddington

Miscellaneous Provisions

No	Reference	Question	Response	Comments	Respondent
1	s9.4	Has each person who received an unfavourable decision from Council, or from an employee of the local government exercising delegated authority, (that is appealable under Part 9 of the Act) been informed of his or her right to object and appeal against the decision.	Yes		Kevin Waddington
2	s9.29(2)(b)	On all occasions, were those employees who represented the local government in court proceedings, appointed in writing by the CEO.	N/A		Kevin Waddington
3	s9.6(5)	Did the local government ensure that the person who made the objection was given notice in writing of how it has been decided to dispose of the objection and the reasons why.	Yes		Kevin Waddington



Official Conduct					
No	Reference	Question	Response	Comments	Respondent
1	s5.120	Where the CEO is not the complaints officer, has the local government designated a senior employee, as defined under s5.37, to be its complaints officer.	N/A		Kevin Waddington
2	s5.121(1)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that result in action under s5.110(6)(b) or (c).	Yes		Kevin Waddington
3	s5.121(2)(a)	Does the complaints register maintained by the complaints officer include provision for recording of the name of the council member about whom the complaint is made.	Yes		Kevin Waddington
4	s5.121(2)(b)	Does the complaints register maintained by the complaints officer include provision for recording the name of the person who makes the complaint.	Yes		Kevin Waddington
5	s5.121(2)(c)	Does the complaints register maintained by the complaints officer include provision for recording a description of the minor breach that the standards panel finds has occurred.	Yes		Kevin Waddington
6	s5.121(2)(d)	Does the complaints register maintained by the complaints officer include the provision to record details of the action taken under s5.110(6)(b) (c).	Yes		Kevin Waddington

Swimming Pools					
No	Reference	Question	Response	Comments	Respondent
1	s245A(5)(aa) LG (MiscProv) Act 1960	Have inspections of known private swimming pools, either been, or are proposed to be, carried out as required by section 245A(5)(aa) of the Local Government (Miscellaneous Provisions) Act 1960.	Yes		Kevin Waddington

Tenders for Providing Goods and Services					
No	Reference	Question	Response	Comments	Respondent
1	s3.57 F&G Reg 11	Did the local government invite tenders on all occasions (before entering into contracts for the supply of goods or services) where the consideration under the contract was, or was expected to be, worth more than the consideration stated in Regulation 11(1) of the Local Government (Functions & General) Regulations (Subject to Functions and General Regulation 11(2)).	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
2	F&G Reg 12	Has the local government, as far as it is aware, only entered into a single contract rather than multiple contracts so as to avoid the requirements to call tenders in accordance with F&G Reg 11 (1).	Yes		Kevin Waddington
3	F&G Reg 14(1)	Did the local government invite tenders via Statewide public notice.	Yes		Kevin Waddington
4	F&G Reg 14(3)	Did all the local government's invitations to tender include a brief description of the goods and services required and contact details for a person from whom more detailed information could be obtained about the tender.	Yes		Kevin Waddington
5	F&G Reg 14(3)	Did all the local government's invitations to tender include information as to where and how tenders could be submitted.	Yes		Kevin Waddington
6	F&G Reg 14(3)	Did all the local government's invitations to tender include the date and time after which tenders would not be accepted.	Yes		Kevin Waddington
7	F&G Reg 14(3)(4)	Did the local government ensure information was made available to all prospective tenderers concerning detailed specifications of the goods or services required.	Yes		Kevin Waddington
8	F&G Reg 14(3)(4)	Did the local government ensure information was made available to all prospective tenderers of the criteria for deciding which tender would be accepted.	Yes		Kevin Waddington
9	F&G Reg 14(3)(4)	Did the local government ensure information was made available to all prospective tenderers about whether or not the local government had decided to submit a tender.	Yes		Kevin Waddington
10	F&G Reg 14(3)(4)	Did the local government ensure information was made available to all prospective tenderers on whether or not tenders were allowed to be submitted by facsimile or other electronic means and if so, how tenders were to be submitted.	Yes		Kevin Waddington
11	F&G Reg 14(3)(4)	Did the local government ensure all prospective tenderers had any other information that should be disclosed to those interested in submitting a tender.	Yes		Kevin Waddington
12	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer, notice of the variation.	Yes		Kevin Waddington



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No	Reference	Question	Response	Comments	Respondent
13	F&G Reg 15	Following the publication of the notice inviting tenders, did the local government allow a minimum of 14 days for tenders to be submitted.	Yes		Kevin Waddington
14	F&G Reg 16(1)	Did the local government ensure that tenders submitted, (including tenders submitted by facsimile or other electronic means) were held in safe custody.	Yes		Kevin Waddington
15	F&G Reg 16(1)	Did the local government ensure that tenders submitted, (including tenders submitted by facsimile or other electronic means) remained confidential.	Yes		Kevin Waddington
16	F&G Reg 16 (2)& (3)(a)	Did the local government ensure all tenders received were not opened, examined or assessed until after the time nominated for closure of tenders.	Yes		Kevin Waddington
17	F&G Reg 16 (2)& (3)(a)	Did the local government ensure all tenders received were opened by one or more employees of the local government or a person authorised by the CEO.	Yes		Kevin Waddington
18	F&G Reg 16 (3)(b)	Did the local government ensure members of the public were not excluded when tenders were opened.	Yes		Kevin Waddington
19	F&G Reg 16 (3)(c)	Did the local government record all details of the tender (except the consideration sought) in the tender register immediately after opening.	Yes		Kevin Waddington
20	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes		Kevin Waddington
21	F&G Reg 18 (4)	In relation to the tenders that were not rejected, did the local government assess which tender to accept and which tender was most advantageous to the local government to accept, by means of written evaluation criteria.	Yes		Kevin Waddington
22	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) a brief description of the goods or services required.	Yes		Kevin Waddington
23	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) particulars of the decision made to invite tenders and if applicable the decision to seek expressions of interest under Regulation 21(1).	Yes		Kevin Waddington
24	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) particulars of any notice by which expressions of interest from prospective tenderers were sought and any person who submitted an expression of interest.	N/A		Kevin Waddington



Government of Western Australia
Department of Local Government

No	Reference	Question	Response	Comments	Respondent
25	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) any list of acceptable tenderers that was prepared under regulation 23(4)	N/A		Kevin Waddington
26	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) a copy of the notice of invitation to tender.	N/A		Kevin Waddington
27	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) the name of each tenderer whose tender was opened.	N/A		Kevin Waddington
28	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) the name of the successful tenderer.	N/A		Kevin Waddington
29	F&G Reg 17 (2) & (3)	Does the local government's Tender Register include (for each invitation to tender) the amount of consideration or the summary of the amount of the consideration sought in the accepted tender.	N/A		Kevin Waddington
30	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful tender or advising that no tender was accepted.	Yes		Kevin Waddington
31	F&G Reg 21(3)	On each occasion that the local government decided to invite prospective tenderers to submit an expression of interest for the supply of goods or services, did the local government issue a Statewide public notice.	N/A		Kevin Waddington
32	F&G Reg 21(4)	Did all public notices inviting an expression of interest, include a brief description of the goods and services required.	N/A		Kevin Waddington
33	F&G Reg 21(4)	Did all public notices inviting an expression of interest, include particulars of a person from whom more detailed information could be obtained.	N/A		Kevin Waddington
34	F&G Reg 21(4)	Did all public notices inviting an expression of interest, include information as to where and how expressions of interest could be submitted.	N/A		Kevin Waddington
35	F&G Reg 21(4)	Did all public notices inviting an expression of interest, include the date and time after which expressions of interest would not be accepted.	N/A		Kevin Waddington
36	F&G Reg 22	Following the publication of the notice inviting expressions of interest, did the local government allow a minimum of 14 days for the submission of expressions of interest.	N/A		Kevin Waddington



No	Reference	Question	Response	Comments	Respondent
37	F&G Reg 23(1)	Did the local government reject the expressions of interest that were not submitted at the place and within the time specified in the notice.	N/A		Kevin Waddington
38	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	N/A		Kevin Waddington
39	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	N/A		Kevin Waddington
40	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government prepare a proposed regional price preference policy (only if a policy had not been previously adopted by Council).	N/A		Kevin Waddington
41	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government give Statewide public notice of its intention to have a regional price preference policy and include in that notice the region to which the policy is to relate (only if a policy had not been previously adopted by Council).	N/A		Kevin Waddington
42	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government include in the notice details of where a complete copy of the proposed policy may be obtained (only if a policy had not been previously adopted by Council).	N/A		Kevin Waddington
43	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government include in the notice a statement inviting submissions commenting on the proposed policy, together with a closing date of not less than 4 weeks for those submissions (only if a policy had not been previously adopted by Council).	N/A		Kevin Waddington
44	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government make a copy of the proposed regional price preference policy available for public inspection in accordance with the notice (only if a policy had not been previously adopted by Council).	N/A		Kevin Waddington



Government of Western Australia
Department of Local Government

No	Reference	Question	Response	Comments	Respondent
45	F&G Reg 11A(1)	Has the local government prepared and adopted a purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$100,000 or less or worth \$100,000 or less.	Yes		Kevin Waddington
46	F&G Reg 11A(3)(a)	Did the purchasing policy that was prepared and adopted make provision in respect of the form of quotations acceptable.	Yes		Kevin Waddington
47	F&G Reg 11A (3) (b)	Did the purchasing policy that was prepared and adopted make provision in respect to the recording and retention of written information, or documents for all quotations received and all purchases made.	Yes		Kevin Waddington

I certify this Compliance Audit return has been adopted by Council at its meeting on _____

Signed Mayor / President, Nannup

Signed CEO, Nannup

AGENDA NUMBER: 10.6
SUBJECT: Lease of Council Land – Draft Standard Lease Document
LOCATION/ADDRESS: Nannup
NAME OF APPLICANT:
FILE REFERENCE: ADM 9
AUTHOR: Kevin Waddington – Acting Manager Corporate Services
AUTHORISING OFFICER- Shane Collie – Chief Executive Officer
DISCLOSURE OF INTEREST:
DATE OF REPORT: 06 January 2011

Attachment: Draft Standard Lease Document.

BACKGROUND:

A separate agenda item was prepared for today's meeting dealing with a cost structure for the leasing of Council land/premises. The agenda item has been withdrawn at this stage as it was going to be applicable to a number of situations where specific circumstances override what the cost structure advocates. Examples include:

- *Old Roads Board Building*
- *2 Brockman Street*
- *2 Grange Road*
- *Community Kindergarten*
- *Nannup Bowling Club*
- *Nannup Community Resource Centre*

The aforementioned withdrawn agenda item was coupled with a draft standard lease document for Council's consideration, which is the subject of this agenda item and can be dealt with.

COMMENT:

Council has some community leases that have expired or are due for renegotiation or new leases that will need to be prepared in the near future.

The adoption of a "Standard Lease" document is a preferred course of action in the process of preparing new leases and this agenda item facilitates this.

It is imperative that Council ensures that all leases have standard conditions that all lessees will be required to adhere to, with the only areas that may vary being the term of the lease and the annual lease fee and, in some cases, the inclusion within the Schedules attached to the lease, additional conditions that Council deems appropriate at the time.

The attached Draft Lease document is adapted from other local government entities and has been successfully utilised (or variations there in) for some time. It is proposed to utilise a document that has stood the test of time in the commercial environment and that was initially prepared by a solicitor to ensure all the legal requirements had been met.

It should be noted that where a lease has expired or lapsed, a new lease will be required to be entered into between the Council and proponent, and the provisions of the expired or lapsed lease will not be incorporated into the new lease.

It should also be noted that where an application for the lease of community assets has been made by a community group, the application should be accompanied by proof that the community group is an incorporated body (copy of the registration certificate issued by the Ministry of Fair Trading).

STATUTORY ENVIRONMENT: Local Government Act 1995 S2.7 (2) (b)

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS: Nil.

STRATEGIC IMPLICATIONS:

Council's adopted Forward Plan contains targets which include the review of leases at 2 Brockman Street (Action Plan 9.2 (E)), Nannup Bowling Club (Action Plan 11.1 (C)), implementation of a lease for Recreation Centre premises (Action Plan 11.2 (E)) and Visitor Centre (Action Plan 13.3 (C)).

RECOMMENDATION:

That the draft Standard Lease document attached be adopted for the purpose of community consultation for 28 days.

VOTING REQUIREMENTS:

**KEVIN WADDINGTON
ACTING MANAGER CORPORATE SERVICES**



**AUTHORISING OFFICER
SHANE COLLIE
CHIEF EXECUTIVE OFFICER**

Dated **201**

SHIRE OF NANNUP

and

(LESSEE'S NAME)

LEASE

(DESCRIPTION OF PREMISES)

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LEASE

This Lease dated

200

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

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

RECITALS

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

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease, unless the context requires otherwise:

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

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

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

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

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

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

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

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

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

“Lessor’s Interest” means the Lessor’s interest in the Land which interest is described in Item 1.2 of Schedule 1;

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

“Premises” means the premises described in Item 1.2 of Schedule 1 including all the Lessor’s fixtures and appurtenances;

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

“Rent” means the Rent payable by the Lessee pursuant to this Lease;

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

1.2 Interpretation

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

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

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

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

(k) a reference to any body is:

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

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

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

2. LEASE

2.1 Lease

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

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

2.2 Term

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

2.3 Rent

(1) The Lessee shall pay to the Lessor:

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

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

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

2.4 Market Rent Review

(1) In calculating the Rent payable from a Market Rent Review Date the following shall apply:

(a) not less than 3 months prior to each Market Rent Review Date the Lessor shall give to the Lessee notice in writing of the annual rental proposed by the Lessor to become payable from that Market Rent Review Date (“the Lessor’s Proposed Rent”);

- (b) within 14 days after service of that notice on the Lessee (time being of the essence) the Lessee shall be entitled to give to the Lessor notice in writing disputing the amount of the Lessor's Proposed Rent and stating the amount which the Lessee considers to be the correct current market rent that should be payable from that review date ("the Lessee's Proposed Rent");
 - (c) if the Lessee does not give the notice referred to in paragraph (b) within the time specified in that paragraph (time being of the essence) then the Lessee shall be deemed to have accepted that the Lessor's Proposed Rent shall be the Rent payable by the Lessee to the Lessor on and from that Market Rent Review Date;
 - (d) if the Lessee gives the notice referred to in paragraph (b) within the time specified in that paragraph then the Lessor may accept the Lessee's Proposed Rent as the Rent payable by the Lessee to the Lessor on and from that Market Rent Review Date but unless notice in writing of such acceptance is given by the Lessor to the Lessee within 14 days after receipt by the Lessor of written notice of the Lessee's Proposed Rent then the Rent payable from that Market Rent Review Date shall be as determined by a Valuer nominated by the President for the time being of the Australian Institute of Valuers and Land Economists (Inc.) Western Australian Division at the request of the Lessor as the then Current Market Rent of the Premises;
 - (e) the Valuer appointed pursuant to paragraph (d) shall be deemed to be acting as an expert whose decision shall be final and binding on both the Lessor and the Lessee. Prior to determining the Current Market Rent of the Premises the Valuer shall afford each of the Lessor and the Lessee a reasonable opportunity to make a written submission. Any failure by either party to make such a submission shall not delay the Valuer's determination or otherwise affect any determination made. Upon completion of his determination the Valuer shall provide to the Lessor and the Lessee written reasons for his determination in which (without limitation) the Valuer shall specify the matters taken into account by the Valuer in reaching his determination and the weight given by the Valuer to each such matter. The cost of the Valuer's determination shall be borne by the Lessee unless the Current Market Rent so determined is less than the Lessor's Proposed Rent in which case those costs are to be borne equally by the Lessor and the Lessee.
- (2) Until the Rent from a Market Rent Review Date is agreed or determined the Lessee shall pay to the Lessor a rent equivalent to the Lessor's Proposed Rent. If the Rent agreed or determined from a Market Rent Review Date is less than the Lessor's Proposed Rent, then the difference between the Rent paid in respect of the period from the Market Rent Review Date to the date of such agreement or determination and the Rent which should have been paid for such period shall be applied by the Lessor against the moneys which next become due and payable by the Lessee to the Lessor pursuant to this Lease. If the annual rent agreed or determined from a Market Rent Review Date is more than the Lessor's Proposed Rent, then the difference between the rent paid in respect of the period from the Market Rent Review Date to the date of such agreement or determination and the Rent which should have been paid for such period, shall be paid by the Lessee to the Lessor on demand together with interest at the Rate of Interest calculated on a daily basis from the date on which each portion of such difference would have been payable if the Rent had been agreed or determined on the Market Rent Review Date until the date on which the same is paid.

- (3) Notwithstanding the failure by the Lessor for any reason to give the notice referred to in paragraph (c) of subclause (1) within the time specified in that paragraph, the right to give the notice and the effect of the notice shall remain in full force and effect as if it had been given within the specified time.
- (4) The Rent following the Market Rent Review Date shall never be less than the Rent immediately preceding the Market Rent Review Date.

2.5 CPI Rent Review

On each CPI Rent Review Date the Rent shall be increased by a factor equal to the percentage increase in the Consumer Price Index between the Consumer Price Index published for the quarter immediately preceding the relevant CPI Rent Review Date and the Consumer Price Index published for the quarter ending immediately prior to the preceding CPI Rent Review Date and in the case of the first CPI Rent Review Date the quarter ending immediately prior to the Commencement Date and in no case will the Rent be less than that payable prior to the relevant CPI Rent Review Date.

3. LESSEE'S OBLIGATIONS

3.1 Rates and Taxes

- (1) The Lessee shall punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local government, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:
 - (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
 - (b) arise out of or by reason of the method or kind of business carried on by the Lessee.
- (2) If any rates, assessments, levies or taxes referred to in subclause (1) are not levied or assessed in respect of the Premises, then the Lessee shall pay to the Lessor on demand a proportion of them, being the proportion that the area of the Premises bears to the area of the property the subject of the assessment or levy, as specified by the Lessor.

3.2 Services

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

3.3 Maintenance

- (1) The Lessee shall keep and maintain every part of the Premises and all lighting and electrical installations and all drainage, sewerage and septic systems and all other fixtures and fittings in good and substantial repair, order and condition.
- (2) The Lessee need not carry out repairs of a structural nature.
- (3) (a) Without derogating from the Lessee's obligation under subclause (1), the Lessee agrees, within 7 days after receipt of a property condition report from the Lessor, to sign and return the report noting any variations.

- (b) The property condition report when signed by the parties shall be taken to be a true and correct description of the Premises as at the date of the report.
- (c) If the Lessee fails to sign the property inspection report, noting any variations, and to return it to the Lessor within 7 days after receipt, then the property inspection report provided by the Lessor shall be taken to be a true and correct description of the Premises as at the date of the report.

3.4 Cleaning

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

3.5 Make good damage

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

3.6 Repainting

Without limiting the generality of clause 3.3, as often as is necessary in the reasonable opinion of the Lessor at the Lessee's own expense the Lessee shall paint, colour, varnish and paper to the reasonable satisfaction of the Lessor all such parts of the Premises as have been previously painted coloured varnished or papered.

3.7 Entry by Lessor to view and to repair

- (1) The Lessee shall permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee shall make good the same in accordance with the notice to the satisfaction of the Lessor.
- (2) The Lessee shall permit the Lessor, the Lessor's agents and contractors at all reasonable times and, in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises.

3.8 Abatement of nuisances

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

3.9 Pests

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

3.10 No living in premises

The Lessee shall not use or permit the use of any part of the Premises for living or sleeping or for any unlawful purpose.

3.11 Defacing

The Lessee shall not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Premises unless permitted by this Lease.

3.12 Rubbish

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

3.13 Disorderly behaviour

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

3.14 Compliance with written laws

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

3.15 Permitted purpose and operation of lessee's affairs

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

3.16 Insurances

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

(a) Public risk

A policy covering public risk which will:

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

(b) Glass

a policy in the name of the Lessee and the Lessor covering the breakage of any glass on the Premises including any plate glass. The Lessee agrees that all money received under the insurance policy will be expended in reinstating the damaged glass. If such money is insufficient to meet the cost of the reinstatement the Lessee shall reinstate the damaged glass at its own expense to the Lessor's satisfaction;

(c) Fittings and chattels

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

3.17 Evidence of insurance cover

- (1) Before taking possession of the Premises, the Lessee shall deliver the insurance policies required under this Lease to the Lessor.

- (2) The Lessee shall give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

3.18 Not to void insurances

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

3.19 Compliance with insurance regulations

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

3.20 Indemnity

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

3.21 Alterations and improvements

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

3.22 Notice of defects

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

3.23 Sale of alcohol

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

3.24 Assignment or subletting

- (1) The Lessee shall not assign, sublet or part with the possession of the Premises and the Lease without the prior written consent of the Lessor.
- (2) Sections 80 and 82 of the Property Law Act 1969 (*Attachments 1 & 2*) are hereby expressly excluded.
- (3) Where the Land is Crown land, the prior written consent of the Minister for Lands is required under subclause (1) in addition to the consent of the Lessor.
- (4) The Lessee shall not mortgage, encumber or charge the Premises or the Lease.

3.25 Signs

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

3.26 Legal costs

- (1) The Lessee shall pay to the Lessor on demand the costs (on a full indemnity basis) of and incidental to the negotiations and instructions for and the preparation, completion and stamping of this Lease (including stamp duty) and all copies of this Lease.
- (2) The Lessee shall pay to the Lessor on demand all costs, charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice under section 81 (*Attachment 3*) or any other section of the Property Law Act 1969 requiring the Lessee to remedy a breach of a provision of this Lease.

3.27 Lessee to make good

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

and make good any damage caused by reason of such erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.

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

3.28 No registration or caveat

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

3.29 Interest on arrears

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

3.30 GST

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

3.31 Lessee's office holders

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

3.32 Vandalism

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

3.33 Storage of dangerous materials

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

3.34 Ownership of improvements

The Lessee acknowledges and agrees that any building or improvement constructed or erected on the Premises by the Lessee is or shall become the property of the Lessor upon completion of the building or improvement and shall form part of the Premises for the purposes of this Lease and the Lessee shall have no claim for compensation in respect thereof.

3.35 Special conditions

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

4. QUIET POSSESSION

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

5. MUTUAL AGREEMENTS

5.1 Default

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) the Lessee defaults in the payment of any moneys owing to the Lessor other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee;
- (e) the Lessee is a corporation and an order is made or a resolution is passed for the winding up of the Lessee except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent will not unreasonably be withheld;
- (f) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (g) the Lessee is a corporation and is placed under official management or an administrator is appointed under or pursuant to the provisions of the

relevant Corporations Law or enters into a composition or scheme of arrangement;

- (h) the interest of the Lessee under this Lease is taken in execution;
- (i) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- (j) the Lessee abandons or vacates the Premises; or
- (k) the Lessee being an incorporated association:
 - (i) is wound up or resolves to be dissolved or wound up voluntarily;
 - (ii) without the prior written consent of the Lessor, changes its name, objects or constitution;
 - (iii) is convicted of an offence under the Associations Incorporations Act 1987,

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

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

or both.

5.2 Lessor's powers

If the Lessor exercises its powers under clause 5.1, this Lease will terminate but the Lessee will not be released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance will not be affected. On such determination if the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option take action in accordance with section 3.27 (2) of this lease agreement.

5.3 Destruction of the Premises

- (1) Where the Premises or any part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to make them unfit for the occupation and use of the Lessee, then the Rent or a proportionate part of the Rent, according to the nature and extent of the damage sustained will abate and all remedies for recovery of the Rent or such proportionate part of the Rent will be suspended until the Premises are rebuilt or made fit for the occupation and use of the Lessee.
- (2) If the Lessor does not rebuild the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then either party may terminate this Lease by one month's notice in writing to the other without right or claim for damage by reason of such termination of the Lease but without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of this Lease.

- (3) Nothing in this Lease will impose on the Lessor any obligation to rebuild the Premises or to make the Premises fit for the use and occupation of the Lessee.

5.4 Entry by Lessor

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

5.5 Works by Lessor

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

5.6 Holding over

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

5.7 No waiver

- (1) No waiver (whether express or implied) by the Lessor of any breach of any

covenant, obligation or provision contained or implied in this Lease will operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease nor shall it operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.

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

5.8 No warranty

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

5.9 Lessor's right to install services

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

5.10 Execution of works by Lessor

If the Lessor desires or is required to:

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

- (e) underpin; or
- (f) reinstate or re-build in case of fire,

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

5.11 Notices

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

5.12 Approvals and consents

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

6. ESSENTIAL TERMS

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.15, 3.16 and 3.24 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses will entitle the Lessor to all rights and remedies available to it in respect of breach of or failure to comply with an essential term.

7. GUARANTEE

- (1) This Lease is granted to the Lessee at the request of the Guarantor and for such consideration the Guarantor hereby covenants and agrees with the Lessor as follows:
 - (a) the Guarantor hereby guarantees to the Lessor the due observance and performance by the Lessee of each and all of the covenants contained in this Lease;
 - (b) the Guarantor hereby indemnifies the Lessor and covenants and agrees at all times hereafter to keep the Lessor indemnified from and against all damages and all costs, losses and expenses which the Lessor may suffer or incur as a result either directly or indirectly of any breach or non-observance by the Lessee of any covenant or provision in this Lease expressed or implied and on the part of the Lessee to be observed and performed and the Guarantor agrees that this indemnity shall continue and the Guarantor shall remain liable to the Lessor under this indemnity notwithstanding that as a

consequence of such breach or non-observance the Lessor has exercised any of its rights hereunder and notwithstanding that the Lessee (being a corporation) may be wound up or (being a natural person) may be declared bankrupt and notwithstanding that the guarantee hereby given may for any reason whatsoever be unenforceable either in whole or in part.

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

8. GST

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

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

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

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

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

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

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

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

“supply” includes supply as defined under GST Legislation.

SCHEDULE 1

Item 1.1 Lessee's Name and Address:

Item 1.2 Land:

Premises:

Lessor's Interest:

Item 1.3 Term:

Commencement Date:

Expiry Date:

**Item 1.4 Annual rent payable on the
Commencement Date:**

Item 1.5 Manner of payment of rent:

Item 1.6 CPI Rent Review Dates:

Market Rent Review Dates:

Item 1.7 Permitted Purpose:

**Item 1.8 Guarantor's Names and
Addresses:**

**SCHEDULE 2
SPECIAL CONDITIONS**

2.1 Use by community associations and others

- (1) The Lessee shall permit community, charitable and recreational associations and bodies and such other associations, bodies or persons as the Lessor may approve, to use the Premises at all times when the Premises are not required by the Lessee, and the Lessee shall not charge any fee for such use in excess of the fees fixed by the Lessor from time to time.
- (2) The Lessee shall take bookings by all associations, bodies and persons permitted to use the Premises pursuant to sub-Item (1) and shall enter all such bookings in a register kept for the purpose together with details of the name of the association, body or person, the hours during which the Premises were used by the association, body or person, the fees paid to the Lessee and such other details as the Lessor may require.
- (3) The Lessee shall keep the register referred to in sub-Item (2) available for the Lessor to view at the Premises or forthwith upon request by the Lessor shall provide the Lessor with the register for viewing by the Lessor.

EXECUTED by the parties

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

Shire President

Chief Executive Officer

THE COMMON SEAL of)
hereunto affixed by authority of the)
presence of:)
)

Signature of authorised person

Signature of authorised person

Office held

Office held

Name of authorised person
(block letters)

Name of authorised person
(block letters)

SIGNED by)
in the presence of:)
)

Witness:

Address:

Occupation:

PROPERTY LAW ACT 1969 – SECT 80

80 . Consent to assign or sublet not to be unreasonably withheld

(1) In every lease containing a covenant, condition or agreement against assigning, underletting or parting with the possession, or disposing of the land or property leased without licence or consent, that covenant, condition or agreement shall, unless the lease contains an express provision to the contrary, be deemed to be subject to a condition to the effect that the consent shall not be unreasonably withheld and that no fine or sum of money in the nature of a fine shall be payable for or in respect of the licence or consent, but the last mentioned condition does not preclude the right to require the payment of a reasonable sum in respect of any legal or other expense incurred in relation to the licence or consent.

(2) In any instrument executed before or after the coming into operation of this Act a reference to section 4 of the *Landlord and Tenant Act 1912*⁵ shall be read and construed as a reference to this section.

PROPERTY LAW ACT 1969 – SECT 80

82 . Certain assignments not to be deemed a breach

No assignment or underletting —

- (a) by the official assignee of a bankrupt;
- (b) by the liquidator of a company (except in the case of a member's voluntary winding up);
- (c) by the sheriff or bailiff under an execution; or
- (d) by a personal representative pursuant to a bequest in a will,

shall be deemed a breach of a covenant, condition or agreement against assigning, underletting, parting with possession or disposing of the land leased unless the contrary is expressly declared in the lease.

PROPERTY LAW ACT 1969 – SECT 81

81 . Restrictions and relief against forfeiture of leases and under-leases

(1) A right of re-entry or forfeiture under any provision or stipulation in a lease for a breach of any covenant or condition in the lease is not enforceable, by action or otherwise, unless and until the lessor serves on the lessee a notice —

- (a) specifying the particular breach complained of;
- (b) where the breach is capable of remedy, requiring the lessee to remedy the breach; and
- (c) in any case, requiring the lessee to make compensation in money for the breach,

and the lessee fails, within a reasonable time after the service of the notice on him, to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the lessor, for the breach.

(2) Where a lessor is proceeding, by action or otherwise, to enforce or has enforced without the aid of the Court such a right of re-entry or forfeiture, the lessee may, in the lessor's action (if any) or in any action brought by himself apply to the Court for relief, and the Court —

- (a) may grant or refuse relief, as the Court having regard to the proceedings and conduct of the parties under the foregoing provisions of this section, and to all the other circumstances thinks fit; and
- (b) in case of relief may grant it on such terms (if any) as to costs, expenses, damages, compensation, penalty or otherwise, including the granting of an injunction to restrain any like breach in the future, as the Court in the circumstances of each case, thinks fit.

(3A) A lessor is entitled to recover as a debt due to him from a lessee and in addition to damages (if any), all reasonable costs and expenses properly incurred by the lessor in the employment of a solicitor and surveyor or valuer, or otherwise, in reference to any breach giving rise to a right of re-entry or forfeiture that, at the request of the lessee, is waived by the lessor, or from which the lessee is relieved, under the provisions of this Part either by the Court or by the operation of subsection (1).

(3B) The lessor is so entitled to recover whether the lessee has or has not rendered forfeiture unenforceable against him under that subsection.

(4) Where a lessor is proceeding by action or otherwise to enforce or has enforced a right of re-entry or forfeiture —

- (a) under any covenant, provision or stipulation in a lease; or
- (b) for non-payment of rent,

the Court may, on application by any person claiming as under-lessee any estate or interest in the property comprised in the lease or any part thereof, either in the lessor's action, if any, or in any action brought by that person for that purpose, make an order vesting for the whole term of the lease or any less term, the property comprised in the lease or any part thereof in any person entitled as under-lessee to any estate or interest in the property, upon such conditions,

- (c) as to execution of any deed or other document;
- (d) payment of rent, costs, expenses, damages, compensation or giving security or otherwise,

as the Court in the circumstances of each case thinks fit, but in no case is the under-lessee entitled to require a lease to be granted to him for any longer term than he had under his original sub-lease.

- (5) For the purposes of this section except so far as is otherwise provided —

lease includes an original or derivative under-lease; an agreement for a lease where the lessee has become entitled to have his lease granted, and a grant securing a rent by condition;

lessee includes an original or derivative under-lessee, and the persons deriving title under a lessee, and a grantee under any grant securing a rent by condition and the persons deriving title under him;

lessor includes an original or derivative under-lessor, and the persons deriving title under a lessor, a person making a grant securing a rent by condition and the persons deriving title under him;

under-lease includes an agreement for an under-lease where the under-lessee has become entitled to have his under-lease granted;

under-lessee includes any person deriving title under an under-lessee.

- (6) This section applies although the condition or stipulation under which the right of re-entry or forfeiture accrues is inserted in the lease in pursuance of the directions of any Act.

- (7) For the purposes of this section a lease limited to continue as long only as the lessee abstains from committing a breach of covenant is and takes effect as a lease to continue for any longer term for which it could subsist, but determinable by a condition for re-entry on the breach.

- (8) This section does not extend —

- (a) to a covenant or condition against assigning, underletting, parting with the possession or disposing of the land leased;

- (b) to a condition for forfeiture on the bankruptcy of the lessee or on taking in execution of the lessee's interest; or

- (c) in the case of a lease of any licensed premises as defined in the Liquor Control Act 1988, to a covenant not to do or omit any act or thing by which the licence granted in respect thereof, may be forfeited.

- (9) This section does not except as otherwise mentioned, affect the law relating to re-entry or forfeiture or relief in case of non-payment of rent.

- (10) This section has effect notwithstanding any stipulation to the contrary.

AGENDA NUMBER: 10.7
SUBJECT: Monthly Financial Statements for 30 November 2010
LOCATION/ADDRESS: Nannup
NAME OF APPLICANT:
FILE REFERENCE: FNC 9
AUTHOR: Kevin Waddington – Acting Manager Corporate Services
AUTHORISING OFFICER – Shane Collie – Chief Executive Officer
DISCLOSURE OF INTEREST:
DATE OF REPORT: 5 January 2011

Attachment: Monthly Financial Statements for the period ending 30 November 2010.

COMMENT:

The monthly Financial Statements for the period ending 30 November 2010 are attached.

STATUTORY ENVIRONMENT:

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

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS: Nil.

STRATEGIC IMPLICATIONS: Nil.

RECOMMENDATION:

That the Monthly Financial Statements for the period ending 30 November 2010 be received.

VOTING REQUIREMENTS:

KEVIN WADDINGTON
ACTING MANAGER CORPORATE SERVICES



AUTHORISING OFFICER
SHANE COLLIE
CHIEF EXECUTIVE OFFICER

SHIRE OF NANNUP

STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2010 TO 30 NOVEMBER 2010

REPORT ON MATERIAL VARIANCES BETWEEN YEAR TO DATE
BUDGET ESTIMATE AND YEAR TO DATE ACTUAL.

All except three of the variances shown in the above named statement of financial activity are outside of the adopted variance of 10%.

The main reason for the variances is that expenditure and income is not occurring as predicted by Officers during the budget development stage. This is due to a number of reasons, the main one being not accurately projecting cashflows throughout the year, i.e. predicting when the budgeted income or expenditure will occur as opposed to when it actually occurs. Other reasons are not receiving a grant for grant dependant expenditure, projects controlled by Advisory Committees, suppliers/contractors not having the capacity to undertake the works within Council's timeframes, altered Council priorities, etc.

The following provides the major reasons for the programs that have variances outside of the adopted variance:

REVENUE:

General Purpose Funding: Royalties for Regions funding of \$1,210,741 not received as planned.

Law, Order & Public Safety: FESA Operating & Capital Income payments less than budgeted (\$29,800).

Housing: Staff rental income more than budgeted due (\$1,100).

Recreation and Culture: Grant funding is down by \$44,600 however income from hire charges is up by \$5,100.

Transport: Income from various Main Roads WA grants not received as predicted in budgeting process (-\$141,538), however this is offset by income for Mowen Road (\$2,750,000).

Economic Services: Unbudgeted Feral Pig Program Grant funding received (\$55,800).

EXPENDITURE

General Purpose Funding: Royalties for Regions funding of \$1,245,741 not expended as planned as funding not received as originally budgeted..

Law, Order and Public Safety: Assistance to brigades (\$11,900) more than predicted in budgeting process

Health: Salaries greater than estimated due to contract payment (\$13,100)

Education and Welfare: Community Development Officer expenses (-\$23,000) & Seniors Activities (-\$14,000) less than forecast

Community Amenities: Expenditure not occurring as predicted in budgeting process in the areas of Contractors Collection Fees (-\$10,900), Town Planning Services (\$22,800), Administration Expenses (-\$10,000), Rubbish site maintenance (-\$26,900), Local Planning Scheme amendments (-\$10,100) and Cemetery operations (-\$13,700) & Road Development costs (-\$37,500).

Recreation and Culture: Expenditure on Cockatoo Cycle Path (\$110,000), Parks and gardens (-\$47,000) Town Hall (-\$2,100), Community Centre Building (-\$12,000), Carlotta Hall (-\$8,500) and Foreshore Park (-\$6,000 not as budgeted).

Transport: Expenditure not occurring as predicted in budgeting process in the area Local Road Maintenance (\$44,300), Bridge Maintenance (-\$10,000), Contract Street Sweeping (-\$7,000) and Gravel Pit rehabilitation (\$10,000).

Economic Services: Expenditure not occurring as predicted in budgeting process in the areas of Noxious Weeds/Pest Plant control (\$6,000), Feral Pig Program (\$18,300), Functions and Events (-\$9,000) Caravan Parks (-\$13,600) and Salaries (\$13,200).

Other Property and services: Recovery of expenses via Public Works Overheads and Plant Operating Costs not occurring as budgeted.

OTHER ITEMS

Purchase Land and Buildings: Expenditure not occurring as predicted in budgeting process in the areas of Kindergarten (-\$93,000) Depot Construction (-\$5,000)

Purchase Infrastructure Assets Roads: Expenditure not occurring as predicted in budgeting process in the areas of Council Road Program (-\$125,000), Mowen Road (-\$600,000), MRWA bridge program (-\$93,000) and TIRES projects (-\$89,000).

Purchase Plant and Equipment: Purchase not undertaken as budgeted (-\$34,200).

Repayment of Debentures: Expenditure not occurring as predicted in budgeting process (-\$600).

SHIRE OF NANNUP

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2010 TO 30 NOVEMBER 2010

				Variances Y-T-D Budget to Actual %
<u>Operating</u>	Y-T-D Actual \$	Y-T-D Budget \$	20010/11 Budget \$	
Revenues/Sources				
Governance	0	0	0	0%
General Purpose Funding	1,198,391	2,565,082	2,053,696	(53%)
Law, Order, Public Safety	26,437	52,355	142,480	(50%)
Health	444	830	2,000	(47%)
Education and Welfare	14,375	0	27,389	0%
Housing	8,147	6,955	16,700	17%
Community Amenities	86,002	79,556	89,776	8%
Recreation and Culture	63,397	102,860	176,870	(38%)
Transport	4,171,187	1,562,725	10,056,055	167%
Economic Services	64,131	11,365	27,286	464%
Other Property and Services	11,350	10,415	25,000	9%
	<u>5,643,861</u>	<u>4,392,143</u>	<u>12,617,252</u>	<u>28%</u>
(Expenses)/(Applications)				
Governance	(117,831)	(113,186)	(271,700)	4%
General Purpose Funding	(74,209)	(1,304,526)	(1,390,132)	(94%)
Law, Order, Public Safety	(91,945)	(77,319)	(249,652)	19%
Health	(28,330)	(15,099)	(41,109)	88%
Education and Welfare	(32,189)	(68,335)	(156,717)	(53%)
Housing	(17,482)	(19,379)	(54,995)	(10%)
Community Amenities	(218,812)	(308,550)	(751,998)	(29%)
Recreation & Culture	(346,275)	(309,986)	(760,724)	12%
Transport	(365,508)	(326,850)	(2,381,209)	12%
Economic Services	(85,886)	(74,153)	(184,540)	16%
Other Property and Services	275,798	37,545	(35,987)	635%
	<u>(1,102,669)</u>	<u>(2,579,837)</u>	<u>(6,278,763)</u>	<u>(57%)</u>
Adjustments for Non-Cash				
(Revenue) and Expenditure				
(Profit)/Loss on Asset Disposals	0	0	28,000	0%
Depreciation on Assets	418,277	478,026	1,912,127	0%
Capital Revenue and (Expenditure)				
Purchase Land and Buildings	(8,993)	(108,320)	(120,000)	(92%)
Purchase Infrastructure Assets - Roads	(1,696,879)	(2,606,430)	(11,038,305)	(35%)
Purchase Plant and Equipment	(81,617)	(115,800)	(535,800)	(30%)
Purchase Furniture and Equipment	(3,778)	0	(24,500)	0%
Proceeds from Disposal of Assets	17,000	18,000	134,000	0%
Repayment of Debentures	(4,868)	(5,455)	(13,109)	(11%)
Restricted Cash	1,319,459	1,071,800	1,071,800	0%
Proceeds from New Debentures	0	0	280,000	0%
Leave Provisions	190,335	143,259	143,259	33%
Depreciation - Plant Reversal	0	0	0	0%
Accruals	0	27,737	27,737	(100%)
Transfers to Reserves (Restricted Assets)	0	0	(664,130)	0%
Transfers from Reserves (Restricted Assets)	0	0	1,010,461	0%
ADD Net Current Assets July 1 B/Fwd	507,771	507,771	507,771	
LESS Net Current Assets Year to Date	4,082,608	0	0	
Amount Raised from Rates	<u>1,115,291</u>	<u>1,222,894</u>	<u>(942,200)</u>	

SHIRE OF NANNUP

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2010 TO 30 NOVEMBER 2010

	20010/11 Actual \$	Brought Forward 01-July-2010 \$
NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	2,033,310	1,141,073
Cash - Restricted	356,402	1,071,800
Cash - Reserves	963,057	950,015
Receivables	2,641,561	103,576
Inventories	0	0
	<u>5,994,330</u>	<u>3,266,464</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	<u>(592,263)</u>	<u>(736,878)</u>
	5,402,067	2,529,586
Less: Cash - Reserves - Restricted	(1,319,459)	(2,021,815)
NET CURRENT ASSET POSITION	<u><u>4,082,608</u></u>	<u><u>507,771</u></u>

AGENDA NUMBER: 10.8
SUBJECT: Monthly Financial Statements for 31 December 2010
LOCATION/ADDRESS: Nannup
NAME OF APPLICANT:
FILE REFERENCE: FNC 9
AUTHOR: Kevin Waddington – Acting Manager Corporate Services
AUTHORISING OFFICER – Shane Collie – Chief Executive Officer
DISCLOSURE OF INTEREST:
DATE OF REPORT: 10 January 2011

Attachment: Monthly Financial Statements for the period ending 31 December 2010.

COMMENT:

The monthly Financial Statements for the period ending 31 December 2010 are attached.

STATUTORY ENVIRONMENT:

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

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS: Nil.

STRATEGIC IMPLICATIONS: Nil.

RECOMMENDATION:

That the Monthly Financial Statements for the period ending 31 December 2010 be received.

VOTING REQUIREMENTS:

KEVIN WADDINGTON
ACTING MANAGER CORPORATE SERVICES



AUTHORISING OFFICER
SHANE COLLIE
CHIEF EXECUTIVE OFFICER

SHIRE OF NANNUP

STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD 1 JULY 2010 TO 31 DECEMBER 2010

REPORT ON MATERIAL VARIANCES BETWEEN YEAR TO DATE BUDGET ESTIMATE AND YEAR TO DATE ACTUAL.

All except six of the variances shown in the above named statement of financial activity are outside of the adopted variance of 10%.

The main reason for the variances is that expenditure and income is not occurring as predicted by Officers during the budget development stage. This is due to a number of reasons, the main one being not accurately projecting cashflows throughout the year, i.e. predicting when the budgeted income or expenditure will occur as opposed to when it actually occurs. Other reasons are not receiving a grant for grant dependant expenditure, projects controlled by Advisory Committees, suppliers/contractors not having the capacity to undertake the works within Council's timeframes, altered Council priorities, etc.

The following provides the major reasons for the programs that have variances outside of the adopted variance:

REVENUE:

General Purpose Funding: Royalties for Regions (-\$1,210,700) Interest on Investments (\$33,000) and Equalisation & Local Road Grant funding (\$13,000) not received as planned and the value for the Surplus Carried Forward (\$1,579,570) is not included in the YTD Actual balances.

Law, Order & Public Safety: FESA Operating & Capital Income payments less than budgeted (-\$59,200), Fines and Penalties (\$3,000).

Recreation and Culture: Grant funding is down by \$24,700 however income from hire charges is up by \$5,100.

Transport: Income from various Main Roads WA grants not received as predicted in budgeting process (-\$263,000), Jalbarragup Bridge (-\$4,300,000), Supervision fees (-\$57,000) however this is partially offset by income for Mowen Road (\$1,500,000).

Economic Services: Unbudgeted Feral Pig Program Grant funding received (\$53,700) and sale of materials (-\$1,100)..

EXPENDITURE

General Purpose Funding: Royalties for Regions funding of \$1,245,741 not expended as planned as funding not received as expected, Rating Valuations (-3,500) and Department of Transport, licensing expenses (-\$3,000).less than budgeted.

Law, Order and Public Safety: Assistance to Bushfire Brigades (\$11,900), Fire Control Officer's Expenses (\$8,000) & Darradup Home Alarm Trial expenses (\$38,000) not as budgeted.

Health: Salaries greater than estimated due to contract payment (\$14,600)

Education and Welfare: Community Development Officer (-\$21,300) and Seniors Activities (-\$17,600) expenses less than forecast and donations (\$3,100) more than budgeted..

Community Amenities: Expenditure not occurring as predicted in budgeting process in the areas of Contractors Collection Fees (-\$10,700), Rubbish site maintenance (-\$38,700), Local Planning Scheme amendments (-\$12,100) and Cemetery operations (-\$16,800), Road development Costs (-\$45,000).

Economic Services: Noxious Weeds/Pest Plant Control (\$6,800), Functions/Events support (-\$11,000), Feral Pig Program (\$33,300), Caravan & Camping Grounds (-\$15,900) and Building Services (\$5,800) expenditure nor as budgeted.

Other Property and services: Recovery of expenses via Public Works Overheads and Plant Operating Costs not occurring as budgeted.

OTHER ITEMS

Purchase Land and Buildings: Expenditure not occurring as predicted in budgeting process in the areas of Kindergarten (-\$94,300) Depot Construction (-\$5,200)

Purchase Infrastructure Assets Roads: Expenditure not occurring as predicted in budgeting process in the areas of Council Road Program (-\$144,000), Mowen Road (-\$471,000), MRWA bridge program (-\$93,000), TIRES projects (-\$74,400) and Jalbarragup Bridge replacement programme (-\$5,087,600), Footpath Program (\$15,400).

Purchase Plant and Equipment: Purchase not undertaken as budgeted (-\$30,000).

Repayment of Debentures: Expenditure not occurring as predicted in budgeting process (-\$2,400).

SHIRE OF NANNUP

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2010 TO 31 DECEMBER 2010

	Y-T-D Actual	Y-T-D Budget	20010/11 Budget	Variances Y-T-D Budget to Actual
<u>Operating</u>	\$	\$	\$	%
Revenues/Sources				
Governance	0	0	0	0%
General Purpose Funding	1,415,635	4,152,865	2,053,696	(66%)
Law, Order, Public Safety	26,543	81,838	142,480	(68%)
Health	681	996	2,000	(32%)
Education and Welfare	14,375	0	27,389	0%
Housing	8,767	8,346	16,700	5%
Community Amenities	86,694	81,012	89,776	7%
Recreation and Culture	93,821	113,432	176,870	(17%)
Transport	4,186,687	7,307,286	10,056,055	(43%)
Economic Services	65,637	13,638	27,286	381%
Other Property and Services	11,350	12,498	25,000	(9%)
	<u>5,910,190</u>	<u>11,771,911</u>	<u>12,617,252</u>	<u>(50%)</u>
(Expenses)/(Applications)				
Governance	(133,482)	(133,672)	(271,700)	(0%)
General Purpose Funding	(91,796)	(1,316,901)	(1,390,132)	(93%)
Law, Order, Public Safety	(146,887)	(89,193)	(249,652)	65%
Health	(32,415)	(18,712)	(41,109)	73%
Education and Welfare	(43,928)	(81,022)	(156,717)	(46%)
Housing	(23,095)	(22,917)	(54,995)	1%
Community Amenities	(245,423)	(371,142)	(751,998)	(34%)
Recreation & Culture	(380,847)	(370,681)	(760,724)	3%
Transport	(409,659)	(392,231)	(2,381,209)	4%
Economic Services	(109,789)	(89,555)	(184,540)	23%
Other Property and Services	387,820	42,348	(35,987)	816%
	<u>(1,229,501)</u>	<u>(2,843,679)</u>	<u>(6,278,763)</u>	<u>(57%)</u>
Adjustments for Non-Cash				
(Revenue) and Expenditure				
(Profit)/Loss on Asset Disposals	0	0	28,000	0%
Depreciation on Assets	418,277	956,052	1,912,127	0%
Capital Revenue and (Expenditure)				
Purchase Land and Buildings	(10,581)	(109,984)	(120,000)	(90%)
Purchase Infrastructure Assets - Roads	(2,317,452)	(8,172,089)	(11,038,305)	(72%)
Purchase Plant and Equipment	(110,407)	(115,800)	(535,800)	(5%)
Purchase Furniture and Equipment	(14,009)	0	(24,500)	0%
Proceeds from Disposal of Assets	32,000	18,000	134,000	0%
Repayment of Debentures	(8,923)	(6,546)	(13,109)	36%
Restricted Cash	1,112,676	1,071,800	1,071,800	0%
Proceeds from New Debentures	0	280,000	280,000	0%
Leave Provisions	188,569	143,259	143,259	32%
Depreciation - Plant Reversal	0	0		0%
Accruals	0	27,737	27,737	(100%)
Transfers to Reserves (Restricted Assets)	0	(404,130)	(664,130)	0%
Transfers from Reserves (Restricted Assets)	0	757,461	1,010,461	0%
 ADD Net Current Assets July 1 B/Fwd	 507,771	 507,771	 507,771	
LESS Net Current Assets Year to Date	3,779,917	0	0	
 Amount Raised from Rates	 <u>698,693</u>	 <u>3,881,763</u>	 <u>(942,200)</u>	

SHIRE OF NANNUP

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2010 TO 31 DECEMBER 2010

	20010/11 Actual \$	Brought Forward 01-July-2010 \$
NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	3,800,183	1,141,073
Cash - Restricted	148,394	1,071,800
Cash - Reserves	964,282	950,015
Receivables	315,757	103,576
Inventories	0	0
	<u>5,228,616</u>	<u>3,266,464</u>
LESS: CURRENT LIABILITIES		
Payables and Provisions	<u>(336,023)</u>	<u>(736,878)</u>
	4,892,592	2,529,586
Less: Cash - Reserves - Restricted	(1,112,676)	(2,021,815)
NET CURRENT ASSET POSITION	<u><u>3,779,917</u></u>	<u><u>507,771</u></u>

AGENDA NUMBER: 10.9
SUBJECT: Annual Electors Meeting Minutes
LOCATION/ADDRESS:
NAME OF APPLICANT:
FILE REFERENCE: ADM 17
AUTHOR: Craige Waddell – Manager Corporate Services
DISCLOSURE OF INTEREST:
DATE OF REPORT: 18 January 2011

Attachment: Electors Meeting Minutes 17 January 2011.

BACKGROUND:

The 2009/10 Annual Meeting of Electors for the Shire of Nannup was held recently and the minutes are attached.

COMMENT:

Council is required to consider any decisions made at the electors meeting at the next ordinary council meeting held.

There were no decisions made at the electors meeting, though previously there has been some discussion as to whether the receipt of the Annual Report constitutes a decision. To ensure absolute compliance a recommendation to note this matter is put forward. Other points raised at the meeting as noted in the minutes have been actioned or noted where applicable. The one question taken on notice has been responded to in writing.

STATUTORY ENVIRONMENT: Section 5.33 (1) Local Government Act 1995.

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS: Nil.

STRATEGIC IMPLICATIONS: Nil.

RECOMMENDATION:

That Council receive the 2009/10 Annual Electors Meeting minutes held 17 January 2011.

VOTING REQUIREMENTS:


CRAIGE WADDELL
MANAGER CORPORATE SERVICES



MINUTES

**Of the General Meeting of Electors
Of The Shire of Nannup**

**Held in the Shirley Humble Room
15 Adam St Nannup
Monday 17 January 2011**

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That the Shire of Nannup Annual Report for 2009/10 be received.	
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4. Other Business at the Discretion of the Presiding Person	3
5. Meeting Closure	3

1. Attendance and Apologies

Councillor Dunnet welcomed members of the public and declared the meeting open at 6.00pm.

Attending:

Cr B Dunnet – Shire President
Councillors Mellema, Gilbert, Pinkerton and Dean.

S Collie – Chief Executive Officer
C Waddell – Manager Corporate Services
G Benson – Manager Development Services
C Wade – Works Manager

Attendance Register

J Kay, R Stallard, V Gazzola, M Longmore, I Green, J Green, and Gary.

Apologies:

M Bird, B Longmore, Cr J Lorkiewicz and Cr S Camarri.

2. Receiving of Annual Report

R Stallard / C Pinkerton

That the Shire of Nannup Annual Report for 2009/10 be received.

Carried

3. Questions on Notice

3.1 Rita Stallard

3.1.1 Electors Meeting

Why is the electors meeting in January? Will there be another one after budget or do we skip a year?

Response by Manager Corporate Services:

This electors meeting pertains to the 2009/10 financial year. The Local Government Act 1995 states that the electors meeting is to be held after Council has accepted the annual report. The annual report for the 2009/10 year was accepted by Council at its December 2010 meeting. The date of this electors meeting has been scheduled at the earliest possible date taking into account the above mentioned requirements.

3.1.2 Footpaths

What is the reason for the sudden flurry of activity? What is the total (finished) cost?

Response by Works Manager:

Council has allocated \$50,000 for footpath construction in its 2010/11 budget. In the two years prior to the current year Council has not allocated any funding for footpaths. There has also been grants received for footpaths at southern end of town linking Cockatoo Valley additionally Royalties for Regions funding has been allocated to complete the footpath.

3.1.3 Old Caravan Park

What is the current state of affairs.

Response by Manager Development Services:

The Caravan Park which is known as the Riverbend Caravan Park, was closed last year for works to be carried out at the site, including the construction of new ablution facilities.

Due to the closure of the Park it was not re-licensed as it normally would be under provisions of the Caravan Park and Camping Grounds Regulations 1997 and therefore at this time cannot be used as a Caravan or Camping facility.

The Tourist Information Centre continues to be the operator of the Caravan Park, for when it is re-licensed and able to be used in the future.

For the Long Weekend of the Music Festival the site will be licensed as a short term overflow camping area, for that particular event only.

3.1.4 New Subdivision

What underground services have been provided to the subdivision on Augusta Rd in the area behind girl guides sign?

Will sewerage be connected?

How many blocks of what size?

Does the developer have to give land or monies to the shire? (apart from normal fees)

Who is responsible for cleaning up all the rubbish previously and currently being dumped there?

Has any flora surveys been done in the unpolluted and uncleared remnants of bush

Response by Manager Development Services:

As far as the Shire of Nannup is concerned the parcel of land directly behind the Girl Guides sign is not being subdivided. This land is a Recreation Reserve, and not being developed.

The land further along the road known as Cockatoo Valley and Valley Retreat, has been subdivided and met all the conditions placed on it by the Western Australian Planning Commission, these subdivisions are complete.

The issue of cleaning up the rubbish on site has not been addressed, see para. 1 above.

To my knowledge a Flora and Fauna Survey has not been done, see para. 1 above

4. Other Business at the Discretion of the Presiding Person

- 4.1 R.Stallard asked for clarification of the statement contained in the financial report that Council was in a sound financial situation. The Chief Executive Officer responded quoting the amount of cash backed reserves Council had compared to its level of operations, as the basis of this statement.
- 4.2 J.Kay raised the resignation of Mr Shane Collie as Council's Chief Executive Officer. The Shire President responded thanking Shane for his service and outlined the recruitment process Council has in place for sourcing the new Chief Executive Officer.
- 4.3 M Longmore congratulated Shane on his tenure as Chief Executive Officer with Council.
- 4.4 M Longmore asked how many dogs were allowed to be kept on a Special Rural Property. This question was taken on notice.

5. Meeting Closure

There being no further business to discuss the Shire President thanked everyone for their attendance and declared the meeting closed at 6.20 pm.

AGENDA NUMBER: 10.10
SUBJECT: SW Zone Councils Emergency Management MOU
LOCATION/ADDRESS: South West Zone Council Areas
NAME OF APPLICANT:
FILE REFERENCE: DEP 17
AUTHOR: Craig Waddell – Manager Corporate Services
DISCLOSURE OF INTEREST:
DATE OF REPORT: 18 January 2011

Attachments: 1. Letter from Shire of Capel.
2. Extract from minutes SWALGA meeting 26/11/10.

BACKGROUND:

The attached letter from Shire of Capel explains the background to the development of the Memorandum of Understanding (MOU) between member Councils of the South West Zone of the Western Australian Local Government Association for the Provision of mutual aid during emergencies and post incident recovery.

The extract from the South West Zone of the Western Australian Local Government Association minutes from the meeting of 26 November 2010 is also attached, which contains the Memorandum of Understanding.

COMMENT:

This MOU will formalise a process that would ordinarily be put in place if such an emergency arose in the South West. The formalisation will provide "comfort" to member Councils if such an emergency were to arise, and provides some guidance in terms of the responsibilities of both the requestor and provider of the support.

STATUTORY ENVIRONMENT:

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS: Nil.

STRATEGIC IMPLICATIONS: Nil.

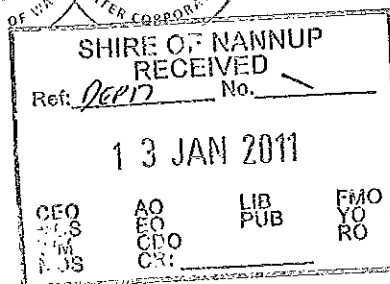
RECOMMENDATION:

That Council agree to be a party to the Memorandum of Understanding between member Councils of the South West Zone of the Western Australian Local Government Association for the Provision of mutual aid during emergencies and post incident recovery.

VOTING REQUIREMENTS:

A handwritten signature in black ink, appearing to read 'Craig Waddell', with a stylized flourish at the end.

**CRAIGE WADDELL
MANAGER CORPORATE SERVICES**



Mr S Collie
Chief Executive Officer
Shire of Nannup
PO Box 11
NANNUP WA 6275

Dear Shane

SW Zone Councils Emergency Management MOU

At a meeting of the South West Zone of the Local Government Managers Association held in June 2010, a presentation was given by Mr Geoff Hay, Director General of the Office of State Security and Emergency Coordination on the responsibilities of local government not only in responding to emergencies, but also in our capacity as the lead agency for post incident recovery.

Mr Hay was very keen to see local governments legitimise, by way of Memorandums of Understanding (MOUs), the informal arrangements that have existed for many years whereby any local government needing assistance could feel free to call on a neighbouring local government or indeed from anywhere else in the Zone, for assistance.

The formalisation of these arrangements, by way of an MOU, would be seen to demonstrate to the State Emergency Management Committee (SEMC) the strength of our emergency management plans as well as the capacity of our communities to cope in times of difficulty.

This agreement to help out in times of an emergency is intended to cover not only the initial response to the incident, but also post incident recovery as well as assisting to provide support for the extra workload that will be caused by the incident. These circumstances could be, but are not limited to, a spike in the demand for building and health assessments or building license approvals.

While the allocation of Council's staff resources is an operational issue, and as such would normally be the responsibility of the Chief Executive Officer (CEO), the proposed MOU seeks to demonstrate that the CEO's commitment to supporting other Councils in need is backed by the elected members of a participating Council.

Participation in the MOU will also serve to demonstrate the capacity and willingness of participating Councils to work co-operatively and share resources within the region.

The guiding principles of the MOU are that:

1. Any support given to a local government in a particular emergency event shall be voluntary and of a level that will not unduly compromise the operability of the Council giving the support.
2. The cost of any support given is to be either claimed against disaster relief funds (WANDRRA or NDRRA) if the incident is declared a natural disaster, or will be met by the Council offering the support if no declaration is made.

The MOU was prepared by the Governance Officer of the Shire of Capel in consultation with FESA and Emergency Management WA.

At the meeting of the South West Zone of the Western Australian Local Government Association (WALGA) held on Friday 26 November 2010, the following resolution was passed:

1. The South West Zone of WALGA adopt the Memorandum of Understanding for member Councils as attached to this agenda to demonstrate their preparedness to support other Zone members in whatever capacity they are able to offer in the event of a major emergency incident occurring within the zone.
2. The Memorandum of Understanding be forwarded to all member Councils for adoption and execution.

On the basis of the support for the MOU as demonstrated in the above resolution from the Zone, I have taken the liberty of preparing 12 copies which will be circulated to member Councils for signing. These will be forwarded on, in alphabetical order, to the Shire of Augusta-Margaret River, who will in turn forward them on to another Council and so on.

Once all Councils have signed the MOU and returned the documents to the Shire of Capel, I will arrange for individual copies to be returned to you.

If you have any queries please do not hesitate to contact me on 9727 0222 or email me at info@capel.wa.gov.au.

Yours faithfully



PAUL F SHEEDY
CHIEF EXECUTIVE OFFICER

12 January 2011

7.3 Emergency Management – Memorandum of Understanding

At the meeting of the Zone held on 30 July 2010 the following resolution was passed:

Memorandum of Understanding – Emergency Management

Moved	Mayor D Smith	Seconded	Cr T Pratico	Carried
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The South West Zone of WALGA support in principle the development of a draft Memorandum of Understanding for member Councils to demonstrate their preparedness to support other zone members in whatever capacity they are able to offer in the event of a major emergency incident occurring within the zone.

In accordance with this resolution, the Shire of capel has developed a draft Memorandum of Understanding. This MOU is attached to this agenda item for consideration.

The draft MOU has been examined by both FESA and Emergency Management WA. Some minor changes were proposed by EMWA to ensure that Councils did not jeopardise their ability to recoup costs through various disaster relief funds provided by state and federal governments.

The draft MOU has been accepted as a good model of local government cooperation and is likely to be used in other regions throughout the state.

The MOU now needs to be formally adopted by the Zone, and then adopted and executed by the member Councils.

Recommendation

1. The South West Zone of WALGA adopt the Memorandum of Understanding for member Councils as attached to this agenda to demonstrate their preparedness to support other zone members in whatever capacity they are able to offer in the event of a major emergency incident occurring within the zone.
2. The memorandum of Understanding be forwarded to all member Councils for adoption and execution.

Moved	Cr P Monagle	Seconded	Cr R Curo	Carried
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Note: Each CEO be invited to place this matter before Councils for endorsement

Memorandum of Understanding
Member Councils of the South West Zone
Western Australian Local Government Association
For
The provision of mutual aid
during emergencies and post incident recovery 2010
Memorandum of Understanding

1.Purpose

The purpose of this Memorandum is to:

1. Facilitate the provision of mutual aid between member Councils of the South West Zone of the Western Australian Local Government Association during emergencies and post incident recovery.
2. Enhance the capacity of our communities to cope in times of difficulty.
3. Demonstrate the capacity and willingness of participating Councils to work co-operatively and share resources within the region.

2.Parties to the Agreement

- Shire of Augusta-Margaret River
- Shire of Busselton
- City of Bunbury
- Shire of Boyup Brook
- Shire of Bridgetown Greenbushes
- Shire of Capel
- Shire of Collie
- Shire of Dardanup

- Shire of Donnybrook-Balingup
- Shire of Harvey
- Shire of Manjimup
- Shire of Nannup

3. Definitions

Definitions for terms contained within this Memorandum are as contained in the Emergency Management Act 2005 and Emergency Management Act Regulations 2006.

4. Guiding Principle

The guiding principle of this Memorandum is that any support given by a local government in a particular emergency event shall be at the discretion of the Council giving the support, and of a level that will not unduly compromise the operability of the Council giving the support.

5. Partnering Objectives

Partners to this Memorandum, in times of community distress due to an emergency incident, agree where possible to:

1. Provide what ever resources may be available within the means of that Council to respond to the emergency incident if requested;
2. Provide whatever resources may be available within the means of that Council to assist with post incident recovery in the community

6. Allocation of Resources

1. This Memorandum acknowledges that the allocation of a participating Council's staff resources and plant is an operational issue, and as such is the responsibility of the CEO of the Council seeking to offer aid.
2. This Memorandum seeks to demonstrate that the CEO's commitment to supporting other Councils in need is backed by the elected members of a participating Council.

7. Partnering Expectations

1. To provide where possible both physical and human resources to assist with the recovery management during emergencies. The type of assistance initially is to assist immediate response and recovery of a short duration. Ongoing protracted assistance, but still in the absence of the emergency being declared a disaster, will be subject to further negotiation and agreement in writing between the parties concerned.
2. To ensure that all requests for support will be made through the Incident Controller (IC) of the designated Hazard Management Agency (HMA) for the incident, in consultation with the designated Local Recovery Coordinator (LRC) and the Local Emergency Coordinator (LEC).
3. To ensure all personnel and equipment provided are covered by the providers own insurance.
4. Providers of support will be responsible for all costs associated with it's legislative responsibilities for it's employees and equipment incurred during the provision of support unless otherwise agreed in writing.
5. The Requestor for support will be responsible for all incidental costs associated with the Provider's personnel and equipment such as catering, accommodation, OHS issues, transport fuel and storage.
6. In the event the emergency is of sufficient scale to qualify for State and Commonwealth Funding assistance, such assistance will be sought in compliance with relevant State and Commonwealth Policies.

8. Duration and Amendment

1. This Memorandum will come into effect at the date of signing by all parties.
2. This Memorandum will remain in force for an initial period of one year with an option to extend for a further three years by agreement of all parties, or until it is terminated.
3. This Memorandum shall not be altered varied or modified in any respect except by agreement of all parties in writing.

4. This Memorandum will be reviewed annually to ensure it is current and appropriate to the needs of the parties. The annual review will determine if the Agreement is to be extended or terminated.

9. Termination

This Memorandum may be terminated by mutual agreement of all parties in writing at any time.

10. Withdrawal

Any party may withdraw from this Memorandum by giving three months notice in writing to the Executive Officer of South West Zone Western Australian Local Government Association at any time.

11. Notices

Communications in relation to this Memorandum must, unless otherwise notified in writing, be addressed and forwarded as follows:

Executive Officer

South West Zone

Western Australian Local Government Association

9 Lisa Road

Australind WA 6233

This Memorandum of Understanding is made between

SHIRE OF AUGUSTA

-MARGARET RIVER

CHIEF EXECUTIVE OFFICER

Signature

Date

SHIRE OF BUSSELTON

CHIEF EXECUTIVE OFFICER

Signature

Date

SHIRE OF BOYUP BROOK

CHIEF EXECUTIVE OFFICER	Signature	Date
SHIRE OF BRIDGETOWN		
-GREENBUSHES	_____	_____

CHIEF EXECUTIVE OFFICER	Signature	Date
CITY OF BUNBURY		
_____	_____	_____

CHIEF EXECUTIVE OFFICER	Signature	Date
SHIRE OF CAPEL		
_____	_____	_____

CHIEF EXECUTIVE OFFICER	Signature	Date
SHIRE OF COLLIE		
_____	_____	_____

CHIEF EXECUTIVE OFFICER	Signature	Date

SHIREOF DARDANUP	_____	_____
CHIEF EXECUTIVE OFFICER	Signature	Date

SHIRE OF DONNYBROOK		
-BALINGUP	_____	_____

CHIEF EXECUTIVE OFFICER	Signature	Date
SHIRE OF HARVEY		
_____	_____	_____

CHIEF EXECUTIVE OFFICER	Signature	Date
SHIRE OF MANJIMUP		
_____	_____	_____

CHIEF EXECUTIVE OFFICER	Signature	Date
SHIRE OF NANNUP		
_____	_____	_____

CHIEF EXECUTIVE OFFICER	Signature	Date

AGENDA NUMBER: 10.11
SUBJECT: Accounts for Payment
LOCATION/ADDRESS: Nannup Shire
FILE REFERENCE: FNC 8
AUTHOR: Craige Waddell – Manager Corporate Services
DISCLOSURE OF INTEREST:
DATE OF REPORT: 18 January 2011

Attachment: Schedule of Accounts for Payment.

COMMENT:

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

Municipal Account

Accounts Paid By EFT EFT 1995 - 2138	\$1,252,734.64
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Accounts Paid By Cheque Vouchers 18354– 18410	\$333,278.22
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Accounts Paid by Direct Debit Vouchers 99208 – 99220	\$45,173.78
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Trust Account

Accounts Paid By Cheque Voucher 22737	\$160.00
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STATUTORY ENVIRONMENT:

Local Government (Financial Management) Regulation 13

POLICY IMPLICATIONS: Nil.

FINANCIAL IMPLICATIONS:

As indicated in the Schedule of Accounts for Payment.

STRATEGIC IMPLICATIONS: Nil.

RECOMMENDATION:

That the List of Accounts for Payment for the Nannup Shire Municipal Account fund totalling \$1,631,186.64 and Trust Account fund totalling \$160.00 in the attached schedule be accepted.

VOTING REQUIREMENTS:

A handwritten signature in black ink, appearing to read 'C. Waddell', is written over the printed name.

**CRAIGE WADDELL
MANAGER CORPORATE SERVICES**

SCHEDULE OF ACCOUNTS PAYABLE SUBMITTED TO COUNCIL'S JANUARY 2011 MEETING

Chq/EFT	Name	Description	Amount
MUNICIPAL EFT PAYMENTS			
EFT1995	RED 11	SUPPLY OF OFFICE EQUIPMENT	\$8,612.22
EFT1996	EVELYN PATMAN	REIMBURSEMENT \$100 GIFT VOUCHER	\$100.00
EFT1997	J BLACKWOOD & SON LIMITED	PARTS / EQUIPMENT	\$1,083.65
EFT1998	BP NANNUP	FUEL ACCOUNT MOWEN ROAD	\$8,753.99
EFT1999	BUNBURY DRILLING COMPANY	PARTS / EQUIPMENT	\$14,421.33
EFT2000	PC MACHINERY	PARTS / EQUIPMENT	\$1,875.50
EFT2001	D & J COMMUNICATIONS	RADIO WORKS	\$422.40
EFT2002	CIVI TEST SOU WEST	MOWEN ROAD TESTING	\$5,508.25
EFT2003	COUNTRY WOMEN'S ASSOCIATION	CATERING AGE FRIENDLY WORKSHOP	\$192.00
EFT2004	CJD EQUIPMENT PTY. LTD.	PARTS / EQUIPMENT	\$2,571.34
EFT2005	CHRIS ANTILL	TOWN PLANNING SERVICES	\$4,658.50
EFT2006	GEOGRAPHE SAWS & MOWERS	PARTS / EQUIPMENT	\$105.60
EFT2007	CORPORATE EXPRESS	SUPPLIES	\$355.27
EFT2008	FIRE AND EMERGENCY SERVICES AUTHORITY	ESL FOR QUARTER 2	\$16,890.20
EFT2009	GREENWAY ENTERPRISES	SUPPLIES	\$220.08
EFT2010	GEOFABRICS AUSTRALASIA PTY LTD	PARTS / EQUIPMENT	\$6,930.00
EFT2011	HOWSON TECHNICAL	CAPITAL WORKS FORWARD PLAN	\$8,712.00
EFT2012	JASON SIGNMAKERS	SUPPLY OF SIGNS	\$85.80
EFT2013	MUIRS MANJIMUP	SUPPLY OF NEW VEHICLE NP3460	\$31,444.64
EFT2014	NANNUP HANDY FOODS	REFRESHMENTS	\$84.00
EFT2015	NANNUP HARDWARE & AGENCIES	SUPPLIES	\$4,055.35
EFT2016	NANNUP STATE EMERGENCY SERVICE	OPERATING GRANT 2010 2011	\$3,923.00
EFT2017	NANNUP COMMUNITY RESOURCE CENTRE	CLICKING OUR CULTURE CALENDAR	\$4,681.60
EFT2018	NANNUP LIQUOR STORE	REFRESHMENTS	\$7.00
EFT2019	ROD'S AUTO ELECTRICS	PARTS / EQUIPMENT	\$120.00
EFT2020	RICOH BUSINESS CENTRE	PHOTOCOPIER MAINTENANCE	\$51.70
EFT2021	WML CONSULTANTS	MOWEN ROAD PROJECT MANAGEMENT	\$3,988.77
EFT2022	WARREN BLACKWOOD WASTE	BIN PICK UP NOVEMBER	\$5,787.28
EFT2023	WADIFARM CONSULTANCY SERVICES	SERVICES 8 - 26 NOVEMBER	\$3,531.00
EFT2024	GREENLINE AGRICULTURE	PARTS / EQUIPMENT	\$397.35
EFT2025	AUSTRALIA POST	FEES	\$65.00
EFT2026	NANNUP SURVEYS	MOWEN ROAD WORKS	\$10,493.73
EFT2027	PHOENIX BUILDING COMPANY	MAINTENANCE SHIRE OFFICE BUILDING	\$1,520.00
EFT2028	TIVELLA PTY LTD	BINDING OF MINUTES	\$242.00
EFT2029	IMINI HOLDINGS PTY LTD	MOWEN ROAD EQUIPMENT	\$880.00
EFT2030	NANNUP BRIDGE CAFE	CATERING SHIRE MEETING	\$377.00
EFT2031	BP NANNUP	FUEL ACCOUNT	\$18,790.66
EFT2032	SETTLERS ROOFING AND GRADING	MOWEN ROAD WORKS	\$11,583.00
EFT2033	PM TREASURE - EARTHMOVING CONTRACTOR	MOWEN ROAD WORKS	\$18,810.00
EFT2034	STANS MACHINERY	PARTS / EQUIPMENT	\$231.10
EFT2035	SENTINEL ALERT PTY LTD	HAZARD ALERT TRIAL	\$41,800.00
EFT2036	AMD CHARTERED ACCOUNTANTS	ACQUITTAL AUDIT	\$1,320.00
EFT2037	ARROW BRONZE	CEMETERY FEES	\$230.50
EFT2038	COURIER AUSTRALIA	FREIGHT CHARGES	\$765.77
EFT2039	D & J COMMUNICATIONS	INSTALLATION OF EQUIPMENT	\$140.25
EFT2040	COATES HIRE	HIRE OF EQUIPMENT	\$16,062.76
EFT2041	HOLCIM AUSTRALIA PTY LTD	SUPPLY OF MATERIALS	\$10,684.08
EFT2042	CORPORATE EXPRESS	STATIONERY	\$438.99
EFT2043	D & J MILLER (DO YOUR BLOCK CONTRACTING)	MOWEN ROAD WORKS	\$9,966.00
EFT2044	MALATESTA ROAD PAVING	BITUMEN PRODUCTS	\$37,983.00
EFT2045	GREG MADER EARTHWORKS	MOWEN ROAD WORKS	\$143,341.00
EFT2046	NANNUP HARDWARE & AGENCIES	SUPPLIES	\$5,590.55
EFT2047	NANNUP NEWSAGENCY	STATIONERY	\$950.37
EFT2048	NANNUP EZIWAY SELF SERVICE STORE	REFRESHMENTS EVACUATION	\$378.52
EFT2049	NANNUP COMMUNITY RESOURCE CENTRE	ADVERTISING TELEGRAPH	\$341.00
EFT2050	NANNUP LIQUOR STORE	REFRESHMENTS	\$10.50
EFT2051	CAROL PINKERTON	COUNCILLOR ALLOWANCES	\$880.00
EFT2052	SW PRECISION PRINT	PRINTING & STATIONERY	\$484.00

**SCHEDULE OF ACCOUNTS PAYABLE
SUBMITTED TO COUNCIL'S JANUARY 2011 MEETING**

Chq/EFT	Name	Description	Amount
EFT2053	THE PAPER COMPANY OF AUSTRALIA PTY LTD	STATIONERY	\$174.08
EFT2054	RICOH BUSINESS CENTRE	EQUIPMENT MAINTENANCE	\$741.95
EFT2055	TRADE HIRE	HIRE OF EQUIPMENT	\$2,346.00
EFT2056	W A LOCAL GOVERNMENT ASSOCIATION	ADMIN EXPENSES	\$462.40
EFT2057	WORTHY CONTRACTING	MOWEN ROAD WORKS	\$7,326.00
EFT2058	DEPARTMENT OF PREMIER AND CABINET	ADVERTISING	\$61.10
EFT2059	DEL-RAY CANVAS AUSTRALIA	SUPPLY OF BANNER	\$285.93
EFT2060	GRESLEY ABAS PTY LTD	CONSULTANCY FEES	\$4,908.75
EFT2061	SHANE COLLIE	REIMBURSEMENT OF EXPENSES	\$697.95
EFT2062	KIM DAWÉ	BROCKMAN ST FOOTPATHS	\$20,900.00
EFT2063	NANNUP COMMUNITY RESOURCE CENTRE	YAC ADVERT	\$426.25
EFT2064	NANNUP MUSIC CLUB INC	SCHOOL HOLIDAY WORKSHOP	\$250.00
EFT2065	SUGAR MOUNTAIN ELECTRICAL SERVICES	MOWEN ROAD WORKS	\$2,357.98
EFT2066	TRACIE BISHOP	REIMBURSEMENT OF EXPENSES	\$404.79
EFT2067	CRAIGE WADDELL	REIMBURSEMENT OF EXPENSES	\$279.35
EFT2068	MUIRS MANJIMUP	PURCHASE OF VEHICLE	\$15,168.54
EFT2069	SERENA TERRY	SENIORS MOVIE & CARLOTTA	\$140.00
EFT2070	WA LOCAL GOVERNMENT SUPERANNUATION PLAN	Superannuation contributions	\$21,942.23
EFT2071	C.A.M. DIESEL	VEHICLE REPAIRS - NP3019	\$646.33
EFT2072	NANNUP SURVEYS	MOWEN ROAD SURVEY WORKS	\$8,745.28
EFT2073	J BLACKWOOD & SON LIMITED	SUNDRY SUPPLIES	\$694.78
EFT2074	BP NANNUP	FUEL FOR MOWEN ROAD	\$8,323.80
EFT2075	AMR PAVING	POINT & CLEAN MARINKO TOMAS WALL	\$7,315.00
EFT2076	ARBOR GUY	STREET TREE PRUNING	\$4,400.00
EFT2077	SETTLERS ROOFING AND GRADING	WATER CARTAGE MOWEN ROAD	\$10,494.00
EFT2078	PM TREASURE - EARTHMOVING CONTRACTOR	EARTHMOVING - MOWEN ROAD	\$19,800.00
EFT2079	BUSSELTON BITUMEN SERVICE & HAYLEY'S BOBCATS	REDRESS EXSISTING GRAVEL	\$34,920.60
EFT2080	HITACHI CONSTRUCTION & MACHINERY AUST P/L	JOHN DEERE 670G MOTOR GRADER	\$270,050.00
EFT2081	LIFELINE STRESS DOWN DAY	STRESS DOWN DAY DONATION	\$37.25
EFT2082	COURIER AUSTRALIA	FREIGHT CHARGES	\$917.73
EFT2083	D & J COMMUNICATIONS	INSTALLATION OF RADIOS	\$1,342.55
EFT2084	CIVI TEST SOU WEST	MOWEN ROAD PROJECT	\$4,342.25
EFT2085	CJD EQUIPMENT PTY. LTD.	SPARE PARTS	\$356.25
EFT2086	HOLCIM AUSTRALIA PTY LTD	CONCRETE SUPPLIES	\$14,044.80
EFT2087	D & J MILLER (DO YOUR BLOCK CONTRACTING)	MOWEN ROAD - WATER CARTAGE	\$8,859.50
EFT2088	GEOFABRICS AUSTRALASIA PTY LTD	FILTERWRAP	\$6,930.00
EFT2089	K & C HARPER	RECREATION CENTRE MAINTENANCE	\$727.10
EFT2090	GREG MADER EARTHWORKS	MOWEN ROAD PROJECT	\$136,776.75
EFT2091	NANNUP LIQUOR STORE	REFRESHMENTS	\$188.47
EFT2092	ROD'S AUTO ELECTRICS	PLANT REPAIR	\$881.00
EFT2093	WML CONSULTANTS	MOWEN ROAD PROJECT MANAGEMENT	\$4,531.73
EFT2094	WORTHY CONTRACTING	MONTHLY NWF CONTACT DECEMBER	\$9,463.33
EFT2095	DEPARTMENT OF PREMIER AND CABINET	PUCHASE OF PUBLICATIONS	\$123.25
EFT2096	IMINI HOLDINGS PTY LTD	TRANSPORTABLE HIRE	\$880.00
EFT2097	BP NANNUP	SUNDRY SUPPLIES	\$5,930.12
EFT2098	O.C.P. SALES	VERTEX VHF ANTENNA	\$46.82
EFT2099	AMD CHARTERED ACCOUNTANTS	AUDIT 2010	\$3,916.00
EFT2100	COURIER AUSTRALIA	FREIGHT CHARGES	\$172.64
EFT2101	COATES HIRE	EQUIPMENT HIRE - MOWEN ROAD	\$10,407.10
EFT2102	CORPORATE EXPRESS	STATIONERY SUPPLIES	\$118.08
EFT2103	D & J MILLER (DO YOUR BLOCK CONTRACTING)	PATHWAYS - HIGGINS STREET	\$968.00
EFT2104	BARBARA DUNNET	RECOUP OF EXPENSES	\$19,764.99
EFT2105	INSIGHT CCS PTY LTD	AFTER HOUR CALL SERVICE	\$132.99
EFT2106	ROBIN MELLEMA	RECOUP OF EXPENSES	\$740.14
EFT2107	METAL ARTWORK CREATIONS	NAME PLATE	\$58.30
EFT2108	NANNUP HANDY FOODS	FUELS AND REFRESHMENTS	\$40.60
EFT2109	NANNUP HARDWARE & AGENCIES	HARDWARE	\$5,091.10
EFT2110	NANNUP LIQUOR STORE	REFRESHMENTS	\$641.74
EFT2111	SW PRECISION PRINT	1000 FAMILY FUN DAY FLYERS	\$746.00

SCHEDULE OF ACCOUNTS PAYABLE
SUBMITTED TO COUNCIL'S JANUARY 2011 MEETING

Chq/EFT	Name	Description	Amount
EFT2112	ROD'S AUTO ELECTRICS	PLANT REPAIR	\$205.00
EFT2113	RICOH BUSINESS CENTRE	PHOTOCOPIER METER PLAN	\$772.83
EFT2114	TRADE HIRE	HIRE OF EQUIPMENT	\$2,022.00
EFT2115	WORTHY CONTRACTING	SCOTT RIVER BFB PAD	\$11,066.00
EFT2116	WADIFARM CONSULTANCY SERVICES	PROFESSIONAL SERVICES 13/12 TO	\$1,485.00
EFT2117	AUSTRALIAN TAXATION OFFICE	DEC BAS	\$19,501.00
EFT2118	LOOSE GOOSE CHALETS	MARQUE HIRE - FAMILY FUN DAY 2011	\$500.00
EFT2119	BEYOND SAFETY	REFLECTOR CONES	\$1,480.00
EFT2120	J BLACKWOOD & SON LIMITED	MATTING	\$545.62
EFT2121	NANNUP SKIP BINS	SKIP BIN SERVICE	\$280.00
EFT2122	PHOENIX BUILDING COMPANY	MAINT WORKS - COMMUNITY HOUSE	\$275.00
EFT2123	THE CANCER COUNCIL	SUNSCREEN	\$753.30
EFT2124	ALL 4X4 SERVICES	12V WATER PUMP	\$220.00
EFT2125	BP NANNUP	MOWEN ROAD FUEL	\$4,293.50
EFT2126	BOUNCY BOUNCE CASTLE HIRE	FAMILY FUN DAY 2011	\$1,633.50
EFT2127	DORMAR INDENTS	FACE PAINT - FAMILY FUN DAY 2011	\$262.77
EFT2128	AUSTRALIAN COMMUNICATIONS AND MEDIA	APPARATUS LICENCE RENEWAL	\$93.00
EFT2129	COURIER AUSTRALIA	FREIGHT CHARGES	\$49.01
EFT2130	GEOGRAPHE SAWS & MOWERS	SUNDRY SUPPLIES	\$281.00
EFT2131	KIM DAWE	FOOTPATHS	\$23,870.00
EFT2132	HOWSON TECHNICAL	FORWARD WORKS PLANNING	\$2,494.80
EFT2133	NANNUP NEWSAGENCY	POSTAGE AND STATIONERY	\$588.63
EFT2134	NANNUP EZIWAY SELF SERVICE STORE	REFRESHMENTS AND CLEANING	\$380.77
EFT2135	NANNUP LIQUOR STORE	ICE	\$35.00
EFT2136	SOUTHWEST TYRE SERVICE	TYRE SUPPLIES	\$292.00
EFT2137	WARREN BLACKWOOD WASTE	BIN PICKUPS	\$7,671.31
EFT2138	WORTHY CONTRACTING	MONTHLY WASTE MANAGEMENT	\$14,314.33
TOTAL EFT PAYMENTS			\$1,252,734.64

MUNICIPAL CHEQUE PAYMENTS

18354	REPCO PTY LTD	PARTS / EQUIPMENT	\$37.13
18355	DATA #3 LIMITED	SUPPLY OF OFFICE EQUIPMENT	\$2,641.82
18356	MINING & PASTORAL COMMUNICATION SERVICES	SUPPLY OF EQUIPMENT	\$387.20
18357	BUNNINGS- BUSSELTON	SUPPLIES	\$127.30
18358	LANDGATE	TOWN PLANNING SERVICES	\$306.90
18359	DEPARTMENT FOR TRANSPORT	VEHICLE REGISTRATION 1CCX540	\$506.40
18361	WOMROCK PAINTING CO.	BUILDING MAINTENANCE - CAREY ST	\$4,005.19
18362	AUSRECORD	STATIONERY SUPPLIES	\$98.66
18363	CIVIC LEGAL	LEGAL EXPENSES	\$24,362.67
18364	REPCO PTY LTD	PARTS / EQUIPMENT	\$45.65
18365	BUSSELTON AGRICULTURAL SERVICES	SUPPLIES	\$2,905.00
18366	FRANK WILKINSON	CROSSOVER REBATE	\$810.00
18367	LANDGATE	RATING VALUATIONS	\$189.30
18368	TRISH LANGLEY	CATERING	\$80.00
18369	STATE LAW PUBLISHER	BUSHFIRES ACT	\$43.45
18370	SYNERGY	POWER USAGE	\$1,461.05
18371	SCOTTIES EXCAVATIONS	MOWEN ROAD WORKS	\$44,533.50
18372	ST.JOHN AMBULANCE	DONATION	\$264.25
18373	B.J. & F.H. TOMAS	MOWEN ROAD WORKS	\$1,241.00
18374	WORK CLOBBER	SAFETY EQUIPMENT	\$150.00
18375	WOMROCK PAINTING CO.	SHIRE OFFICE MAINTENANCE	\$4,571.36
18376	SHIRE OF NANNUP	LICENSING EXPENSES	\$283.95
18377	AUSTRALIAN TAXATION OFFICE	NOVEMBER 2010 BAS	\$173,660.00
18379	MLC NOMINEES PTY LTD	Superannuation contributions	\$104.13
18380	AMP LIFE LTD	Superannuation contributions	\$1,710.32
18381	AUSTRALIAN SUPER	Superannuation contributions	\$458.29
18384	IIML ACF IPS APPLICATION TRUST	Superannuation contributions	\$604.80
18385	COMMONWEALTH FINANCIAL SERVICES	Superannuation contributions	\$447.13
18386	ASGARD ELEMENTS - SUPERANNUATION	Superannuation contributions	\$969.27

**SCHEDULE OF ACCOUNTS PAYABLE
SUBMITTED TO COUNCIL'S JANUARY 2011 MEETING**

Chq/EFT	Name	Description	Amount
18387	AMP SUPERLEADER	Superannuation contributions	\$384.20
18388	REST SUPERANNUATION	Superannuation contributions	\$372.26
18389	WESTSCHEME	Superannuation contributions	\$444.03
18390	ASHLEY'S PLASTERING AND WELDING SERVICE	PAINT NICHE WALL AT CEMETERY	\$1,395.00
18391	REPCO PTY LTD	SUNDRY SPARE PARTS	\$406.30
18392	BUSSELTON TOYOTA	NP00 SERVICE	\$227.90
18393	D J PALMER (WA) PTY LTD	STEEL POSTS X 120	\$510.00
18394	BULLIVANTS	SUPPLIES - MOWEN ROAD	\$330.68
18395	SCOTTIES EXCAVATIONS	MOWEN ROAD WORKS	\$52,428.75
18396	ASHLEY'S PLASTERING AND WELDING SERVICE	SEAL MARINKO TOMAS WALL	\$1,435.00
18397	JACKSON MCDONALD LAWYERS	EMPLOYMENT ADVICE	\$743.60
18398	DEPARTMENT OF CORRECTIVE SERVICES	20 X PIG TRAP DOORS AND FRAMES	\$1,975.38
18399	BLACKWOOD CAFE - ARIHIA PTY LTD	CHRISTMAS PARTY CATERING - DEPOT	\$500.00
18400	HARVEY NORMAN ELECTRICS BUSSELTON	CORDLESS PHONES	\$150.00
18401	MINTER ELLISON LAWYERS	LEGAL ADVICE - SINGLE NOONGAR	\$1,159.13
18402	NEAT N' TRIM UNIFORMS PTY LTD	UNIFORM PURCHASE	\$99.00
18403	DEPARTMENT FOR TRANSPORT	TRANSFER FEES - 1DMM027	\$30.00
18404	ROBERT REEKIE	FUN DAY 2011 - DUNKING MACHINE	\$400.00
18405	SPORTS POWER	B/BALL RING	\$157.50
18406	BLACKWOOD CAFE - ARIHIA PTY LTD	CHRISTMAS PARTY CATERING	\$2,368.90
18407	LANDGATE	LAND ENQUIRIES	\$57.00
18408	HARVEY NORMAN ELECTRICS BUSSELTON	KAMBROOK TOASTER	\$99.90
18409	SHIRE OF BUSSELTON	RANGER REQUEST	\$222.97
18410	ANGELA WINTER	FAMILY FUN DAY 2011	\$375.00
TOTAL CHEQUE PAYMENTS			\$333,278.22
TRUST CHEQUE PAYMENTS			
22737	JEANNE POTTS	BOND REFUND HALL HIRE 24/07/2010	\$160.00
TOTAL TRUST PAYMENTS			\$160.00
MUNICIPAL DIRECT DEBIT PAYMENTS			
99208	SG FLEET AUSTRALIA P/L	LEASE OF VEHICLE NP3395	\$637.29
99209	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 32	\$5,034.83
99210	BP AUSTRALIA	FUEL EXPENSES	\$16,014.49
99211	CALTEX AUSTRALIA	FUEL EXPENSES	\$959.80
99212	TELSTRA	TELEPHONE EXPENSES	\$1,147.36
99213	WESTNET	INTERNET EXPENSES	\$104.89
99214	SG FLEET AUSTRALIA P/L	LEASE VEHICLE PAYMENT - NP3395	\$637.29
99215	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 36 INTEREST	\$4,608.19
99217	CALTEX AUSTRALIA	FUEL EXPENSES	\$673.31
99218	TELSTRA	TELEPHONE EXPENSES	\$1,607.76
99219	WESTNET	INTERNET EXPENSES	\$114.89
99220	BP AUSTRALIA	FUEL EXPENSES	\$13,633.68
TOTAL DIRECT DEBIT PAYMENTS			\$45,173.78
TOTAL PAYMENTS 6/12/10 - 17/1/11			\$1,631,346.64