

Shire of Shark Bay

Minutes of the Ordinary Council Meeting held on 28 May 2014



Monkey Mia - Denham





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In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by a member or officer of the Shire of Shark Bay during the course of any meeting is not intended to be and is not to be taken as notice of approval from the Shire of Shark Bay.

The Shire of Shark Bay advises that no action should be taken on any application or item discussed at a Council meeting and should only rely on **WRITTEN ADVICE** of the outcome and any conditions attaching to the decision made by the Shire of Shark Bay.

The minutes of the Ordinary meeting of the Shark Bay Shire Council held in the Council Chamber at the Shark Bay Recreation Centre, Francis Street, Denham on 28 May 2014 commencing at 3.02 pm.

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1. DECLARATION OF OPENING

The President declared the meeting open at 3.02 pm.

2. RECORD OF ATTENDANCES / APOLOGIES / LEAVE OF ABSENCE GRANTED

ATTENDANCES

Cr C Cowell	President
Cr K Capewell	Deputy President
Cr M Prior	In attendance from 4.11 pm – Leave of Absence granted at the Ordinary Council meeting held on the 30 April 2014 Item 19.4
Cr G Ridgley	
Cr B Wake	
Cr L Bellottie	
Vacant Position	Denham Ward
Mr P Anderson	Chief Executive Officer
Ms C Wood	Executive Manager Finance and Administration
Ms S Burvill	Executive Manager Community, Tourism and Economic Development
Mr B Galvin	Works Manager
Mrs R Mettam	Executive Assistant

APOLOGIES

VISITORS

Mr WF (Bill) Bloking,	Managing Director of Gunson Resources Limited
Mrs I Cock	

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS ON NOTICE

Nil

4. PUBLIC QUESTION TIME

The President opened Public Question Time at 3.03 pm and as there was no questions from the public in attendance the President closed Public Question Time at 3.03 pm.

5. APPLICATIONS FOR LEAVE

NIL

6. PETITIONS

Nil

7. CONFIRMATION OF MINUTES

7.1 CONFIRMATION OF THE MINUTES OF THE ORDINARY COUNCIL MEETING HELD ON 30 APRIL 2014

Moved Cr Bellottie
Seconded Cr Capewell

Council Resolution

That the minutes of the ordinary council meeting held on 30 April 2014, as circulated to all councillors, be confirmed as a true and accurate record.

5/0 CARRIED

8. ANNOUNCEMENTS BY THE CHAIR

Cr Wake has invited two guests, Mr Edmund Fenny and Miss Rebecca Watson, to attend the Ordinary Council meeting. The President announced that she has also invited Mrs Iolanthe Cock to the Council meeting.

9. PRESIDENT'S REPORT

GV00002

Committee Membership

Member	Audit Committee
Delegate	Gascoyne Development Commission Board
Member	Gascoyne Zone of Western Australian Local Government Association
Member	Development Assessment Panel
Member (President)	Country Local Government Fund
Member (Chairperson)	Shark Bay 2016 Commemoration Advisory Committee
Deputy Member	Shark Bay Marine Facilities Management Committee
Deputy Member	Works Committee
Deputy Member	Gascoyne Regional Road Group
Deputy Member	Gascoyne Regional Collaboration Group

Meeting Attendance

25 April	Anzac Day Ceremony – speech
28 April	Shark Bay World Heritage Discovery and Visitor Centre merchandising meeting
29 April	Visit of Minister for Tourism, Lisa Harvey
	Meeting with Minister, Chief Executive Officer and politicians
	Opening of Aspen Resorts Waste Water Treatment Plant
	Official opening of Bough Shed Restaurant, Monkey Mia
30 April	Budget workshop
	April Ordinary Council meeting
7 May	Aboriginal Cultural and Recreational study – meeting with consultants
10 May	Minister Ken Baston, Fisheries and Agriculture – meeting

28 MAY 2014

13 May	Discussion with Harvey Raven and Chief Executive Officer re council resolution Gascoyne Development Commission Audit Committee meeting Shark Bay 2016 Dirk Hartog Commemoration committee meeting
19 May	Gascoyne Tourism Strategy steering committee teleconference
20 May	Aboriginal study meeting – Yadgalah
21 May	Local Emergency Management Committee meeting
22 May	Gascoyne Tourism Strategy stakeholder workshop

General Matters

Nil

Date of Report 22 May 2014

Moved Cr Ridgley
Seconded Cr Capewell

Council Resolution

That the President's activity report for May 2014 be received.

5/0 CARRIED

10. COUNCILLORS' REPORTS

10.1 Cr Wake
GV00007

Committee Membership

Member	Works Committee
Member	Audit Committee
Member	Gascoyne Regional Road Group
Member	Development Assessment Panel
Deputy Delegate	Gascoyne Zone of Western Australian Local Government Association

Attendance

30 April 2014	April Ordinary Council Meeting
2 May	Gascoyne Zone of WA Local Govt. Assoc. teleconference No Quorum.

General Matters

Ongoing issue that lights at Overlander turnoff are not working
Tourists travelling on Tamala / Useless Loop Road are reporting that it is badly corrugated. However, I have heard that work is currently being carried out.

Date of Report 19 May 2014

Moved Cr Capewell
Seconded Cr Bellottie

Council Resolution

That Councillor Wake's May 2014 report on activities as Council representative be received.

5/0 CARRIED

28 MAY 2014

10.2 Cr Capewell
GV00005
Nil

10.3 Cr Bellottie
GV00010

Committee Membership

Member	Audit Committee
Member	Works Committee
Member	St John's Ambulance – Shark Bay Sub Centre

Meeting Attendance

21 May 2014 Attending the St John's Ambulance committee meeting

General Matters

Nil

Date of Report 21 May 2014

Moved Cr Ridgley
Seconded Cr Wake

Council Resolution

That Councillor Bellottie's May 2014 report on activities as Council representative be received.

5/0 CARRIED

10.4 Cr Ridgley
GV00008

Committee Membership

Member	Works Committee
Member	Audit Committee
Member	Shark Bay Marine Facilities Management Committee
Member	Shark Bay 2016 Commemoration Advisory Committee
Member	Regional Collaboration Group – Gascoyne
Member	Shark Bay Health Advisory Board

Meeting Attendance

16 May 2016 Attended the Shark Bay 2016 Commemoration Advisory Committee meeting

General Matters

Nil

Date of Report 21 May 2014

28 MAY 2014

Moved Cr Wake
Seconded Cr Cowell

Council Resolution

That Councillor Ridgley's May 2014 report on activities as Council representative be received.

5/0 CARRIED

10.5 Cr Prior
GV00006
Nil

Moved Cr Wake
Seconded Cr Ridgley

Council Resolution

That Council suspend Standing Orders.

5/0 CARRIED

Mr WF (Bill) Bloking from Gunson Resources Limited made a presentation to Council advising where Gunson Resources Coburn project was currently at.

Moved Cr Ridgley
Seconded Cr Wake

Council Resolution

That Council reinstate Standing Orders.

5/0 CARRIED

11. ADMINISTRATION REPORT

11.1 WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION ANNUAL CONFERENCE 2014 (LOCAL GOVERNMENT WEEK)

Author

Executive Assistant

Disclosure of Any Interest

Nil

Moved Cr Capewell

Seconded Cr Wake

Council Resolution

1. That the following Councillor's be nominated to attend the 2014 Western Australian Local Government Association Annual Conference to be held in Perth on Wednesday 6 to Friday 8 August 2014:

Cr Ridgley

Cr Wake

Cr Prior

2. That the Chief Executive Officer be authorised to attend the Western Australian Local Government Association Annual Conference to be held in Perth on Wednesday 6 to Friday 8 August 2014.

5/0 CARRIED

Background

The annual 2014 Western Australian Local Government Association Conference (Local Government Week) is scheduled for 6 to 8 August 2014.

The conference normally attracts over 400 delegates from Local Governments around Western Australia as well as various exhibitors and guest speakers.

Comment

The Western Australian Local Government Association Annual conference is a significant event in the Local Government in Western Australia. The program for the Conference contains a number of topics that have relevance to the Shire that may provide some opportunity for local benefit.

Registrations for the conference close Tuesday 8 July 2014. Council needs to decide if it wishes to propose any agenda items for the conference.

Accommodation requirements need to be considered and booked before accommodation in the Central City area is unavailable.

This is an opportune time to arrange other meetings with Ministers and Government Agencies if required while in Perth. The conference this year is also providing extra training in the days leading up to and after the conference that Councillors and Executive Officers could combine with the conference. Refer attached Development Opportunities brochure.

Legal Implications

Nil

Policy Implications

9.2 Conferences and Meetings:

- (1) Notices inviting Council to nominate delegates to conferences, meetings and similar occasions be circulated to all Councillors.
- (2) All Councillors are to be advised of all local meetings where a general invitation to Councillors has been made
- (3) Any Councillor who wishes to represent Council at such an event shall request nomination at a Council meeting
- (4) Council shall decide by resolution to nominate such representatives as Council may consider is appropriate.
- (5) All Councillors be invited to be present on site inspections with visiting dignitaries where Council has not formed a policy or a direction.
- (6) Where it is considered appropriate for a Councillor to be accompanied by another person when attending a conference, meeting or similar occasion Council will meet the expenses applicable to attendance with a Councillor by that person with approval of full Council.

Financial Implications

Indicative costing for the conference is as follows:

All figures exclude GST.

1. Full Conference Delegate fee covers the conference program, lunches, refreshments and a ticket to both the Opening Reception and the Sundowner at a cost of \$1,341 per delegate to be paid by 8 July 2014;
2. Gala Dinner at a cost of \$82 per delegate and partner;
3. Accommodation costs of \$300;
4. Car parking at a cost of \$31;
5. Airfares per delegate at a cost of \$556; and
6. Travel costs if travelling by private vehicle.

Therefore for one delegate attending the Conference, Gala dinner and travelling by air the cost will be \$3,180 (excl GST).

Extra training costs will be applied should a councillor wish to take advantage of the training that is held in conjunction with the Conference.

A provision will be made in the 2014/2015 budget in accordance with Council's decision in this matter.

Strategic Implications

Nil

Voting Requirements

Simple Majority Required

Date of Report

12 May 2014

INFORMATION AND REGISTRATION

ILLUMINATE 2014
TRANSPARENCY • TRUST • TRANSFORMATION

2014 WA LOCAL GOVERNMENT CONVENTION

WEDNESDAY 6 - FRIDAY 8 AUGUST 2014 PERTH CONVENTION AND EXHIBITION CENTRE 21 MOUNTS BAY ROAD, PERTH



2014 WESTERN AUSTRALIA LOCAL GOVERNMENT CONVENTION & TRADE EXHIBITION

EVENT PARTNERS

FOUNDING CORPORATE PARTNER

LGIS prides itself on working together with Local Governments across WA to achieve the best insurance and risk management solutions.

This unique and exclusive partnership brings the benefits of:

- an industry-based self-insurance Scheme
- specialist risk management programmes, and
- advice and solutions from a Client Services Team focused on WA Local Government needs



PRINCIPAL SPONSOR

Civic Legal is a preferred supplier of legal services to the Local Government sector. A loyal supporter of the sector and of the annual convention, it is a favourite with Councils for its approachability, responsiveness and clarity of advice.



CONVENTION SUPPORTERS



AN INVITATION



It is my great pleasure to invite you to attend the 2014 WA Local Government Convention and Trade Exhibition at the Perth Convention & Exhibition Centre. Conference sessions are scheduled across two days – Thursday, 7 and Friday, 8 August – with the AGM and Opening Welcome Reception on Wednesday, 6 August.

Themed ILLUMINATE 2014: Transparency, Trust and Transformation, the conference sessions will reflect the ever present challenges facing our sector, and the opportunities and changes these present, whilst also commemorating 100 years since the beginning of World War I. We are excited to have as our keynote speaker former Australian Prime Minister, John Howard OM AC who will discuss the role of world leaders in a new century and growing concerns of globalisation and global economics.

As always the Trade Exhibition will showcase the diverse products and services relevant to our sector and we encourage you not to miss the opportunity to meet representatives from all of these valuable suppliers.

Partners are also catered for and can choose from a special activities program created for their enjoyment. Everyone is encouraged to network with friends and colleagues at the Convention Opening

Welcome Reception on Wednesday, the Sundowner on Thursday, and Mayors and Presidents' Council House Reception on Thursday and finally the Convention Gala Dinner held on Friday evening.

On behalf of the Association I would like to express appreciation for the valuable support provided by the Convention Founding Partner Local Government Insurance Services (LGIS) and Principal Sponsor Civic Legal. I also wish to thank the City of Perth for their continuing support for the popular Banners in the Terrace competition.

I look forward to seeing you in August.

MAYOR TROY PICKARD
President



BANNERS IN THE TERRACE

2013 Overall Winner – Shire of Capel

Take some time to view the outstanding display of this year's creative entries in the Banners in the Terrace competition – flying high along St Georges and Adelaide Terraces between Sunday 27, July and Saturday 9, August.

THE CONVENTION IN BRIEF

Opening this year's program is the Honourable John Howard OM AC, the renowned former Prime Minister of Australia whose leadership, determination and vision are hallmarks of a career navigated during an era of unprecedented prosperity and change. Presenting thought-provoking sessions are military leader, Major-General John Cantwell AO, DSC (retired) and a truly inspiring Rabia Siddique, who in 2005 assisted with the rescue of two SAS soldiers from Iraqi insurgents in Basra.

On Friday, the special guest speaker for the 2014 Convention Breakfast is Glenn Mitchell, one of Australia's leading sports broadcasters who will share his sporting experiences of sitting in the best seat in the house. Also joining the program is one of Australia's most prominent and successful media and publishing identities, Peter FitzSimons, and former Queensland Premier, Anna Bligh.

In addition, the Convention program offers a series of concurrent presentations covering the matters of relationship management, social media, Local Government reform, governance and planning issues - all designed for further information gathering and to encourage replication of leading practice in the sector.

The Trade Exhibition is once again a major feature of this annual gathering, with a wide range of organisations continuing their support of Local Government through considerable investment in displays and participation in the pavilions. In turn, we encourage delegates to take full advantage of this dedicated time to meet and discuss sector specific products and services with their representatives.

To facilitate progress with the Elected Member Development Program, a number of modules are again being offered prior to, as well as after, the Convention. Full details are enclosed in a separate flyer - enquiries to training@walgasn.au

In line with previous years, the 2014 Local Government Convention will be preceded by the WALGA Annual General Meeting on the afternoon of Wednesday, 6 August.

WHO SHOULD ATTEND?

The Convention and Trade Exhibition is presented specifically for all those engaged in the Local Government sector.

The conference sessions aim to support and inform Mayors, Presidents, Elected Members and Chief Executive Officers. Additional attendance by General Managers, Directors and other senior managers is also highly recommended. Available options include full conference participation and daily registration.

SPECIAL BREAKFASTS

Thursday ALGWA AGM and Breakfast
ICLEI Breakfast

Friday Convention Breakfast with
Glenn Mitchell

SOCIAL ACTIVITIES

The Partner Program offers an interesting range of options for accompanying guests, and social networking functions that include the Official Opening Welcome Reception on Wednesday, a Sundowner and the invitational Mayors and Presidents' Reception hosted by the Right Honourable the Lord Mayor Ms Lisa Scaffidi at Council House on Thursday, and the closing Gala Dinner scheduled for Friday evening.

There is also an optional fun tour to Dwellingup available for delegates and partners on Saturday, 9 August.

THE PROGRAM

WEDNESDAY 6 AUGUST

10.00am	Delegate Service Desk open for Convention Registration (PCEC Level 2)
12.00pm – 1.00pm	2014 WALGA Honours Recipients Luncheon
1.30pm – 5.00pm	WALGA Annual General Meeting Hon Tony Simpson MLA, Minister for Local Government; Community Services; Seniors and Volunteering; Youth Hon Mark McGowan MLA, Leader of the Opposition Presentation of Honour Awards
5.30pm – 7.00pm	Convention Opening Welcome Reception (Exhibition Pavilion, Level 1)

THURSDAY 7 AUGUST

7.00am	Delegate Service Desk open for Registration (PCEC Level 2)
7.00am – 8.30am	ALGWA (WA) AGM and Breakfast. Register online via Delegate Registration. Other enquiries to Mayor Heather Henderson – City of Subiaco M 0457 733 469 or hhenderson@subiaco.wa.gov.au; OR Cr Janet Davidson OAM JP - City of Perth M 0417 974 936 or janetdavidsonjp@hotmail.com
7.00am – 8.30am	2014 ICLEI Oceania Recognition and Waterwise Councils Awards Breakfast (enquiries to the ICLEI Events Team (08) 9364 0643 or greg.hales@iclei.org)
ILLUMINATE 2014	OPENING SESSION
9.00am	Keynote Address from Hon John Howard OM AC  Hon John Howard OM AC The Honourable John Howard was the 25th Prime Minister of Australia and the second-longest serving Australian Prime Minister. During his tenure as Prime Minister, John Howard showed an unflinching commitment to his party's beliefs and passed a number of important reforms and legislation. These were in response to the major issues Australia faced at the time including taxation, industrial relations, immigration, gun control, the Iraq war, and Aboriginal relations. Steering the ship of what is the most prominent Western stronghold in the Asian-Pacific Rim requires visionary and forward-thinking leadership. Australian Prime Minister John Howard approached his responsibilities to his country from a uniquely global viewpoint, providing economic vision and security strategies that raised Australia's profile and impact around the world. John Howard will discuss the role of world leaders in a new century, detailing steps for handling the growing concerns of globalisation and global economics, the environment, and threats to international security.
10.15am – 11.00am	Refreshments
SESSION 2	ECONOMY IN THE LIMELIGHT
11.00am	Hear from one of Australia's best known economists, Chris Richardson, widely acknowledged as an expert in macroeconomic forecasting. Chris will provide valuable insights into Australia's current relationship with neighbouring countries; Local Government growth and partnership opportunities; and the state of the market in local and international economies.  Chris Richardson <i>Chris Richardson, Partner, Deloitte Access Economics</i>

MINUTES OF THE ORDINARY COUNCIL MEETING

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SESSION 3

12.00pm



Paul Huschilt

EVERYBODY STAY CALM

Get set for an imaginative and hilarious quest to conquer stress and build resilience. Using laughter, interaction and personal reflection, this session will provide effective and easy-to-apply tools that can help you through challenging situations in and out of the office. Glean techniques about how to get the most out of life, deal with change and laugh at just about anything.

Paul Huschilt, Storyteller Extraordinaire

1.00pm – 2.00pm

Lunch

SESSION 4

2.00pm

CONCURRENT SESSIONS I

All delegates will be asked to indicate session preference when registering to assist with venue planning.

Community & Planning

Planning for Generation Z

Generation Z is coming. This is the generation currently being born. Many members of this generation are highly connected, having had lifelong use of communication and media technology such as the World Wide Web, instant messaging, MP3 players, and mobile phones. Consequently, a lack of physical activity is putting Generation Z at risk of being the first generation to live shorter, less healthy lives than their parents. What does this mean for Local Government program development and infrastructure investment? Leading experts will explore what is needed in relation to the provision of services to Generation Z, how to deliver them, and the partnerships required to make it happen, with a number of innovative examples from across WA.

Community & Planning

Transforming Caravanning & Camping

Caravanning and camping plays an important role for increasing visitation to regional areas of Western Australia. The State Government, in partnership with industry and Local Government, is committed to developing Western Australia as the nation's most attractive caravan and camping holiday destination by improving the supply, delivery and promotion of the sector. This session will update delegates on opportunities for Local Government through the Royalties for Regions funded WA Caravan & Camping Action Plan 2013-2018, showcasing some of the initiatives underway by WA's Local Councils and the strategic rationale behind these projects.

Governance

A Matter of Ethics

Ethics is not about character, but about making decisions in a professional manner. Councillors need to make difficult decisions that do not always have unanimous support in the community. In order to maintain the confidence of the community, Councillors must ensure that these decisions are made in an ethical and impartial manner. This session will focus on the place of ethical decision making in the role of an Elected Member, as well as the importance of balancing representative duty with Board-like behaviour.

Personal & Professional Development

Spotlight on Social Media

One of the roles of a Councillor is to facilitate communication between the community and the Council. This session will explore the do's and don'ts of social media, how to use social media to your advantage; and the latest social media trends.

3.30pm – 4.15pm

Refreshments

4.15pm

Banners in the Terrace Awards

MINUTES OF THE ORDINARY COUNCIL MEETING

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2014 WESTERN AUSTRALIA LOCAL GOVERNMENT CONVENTION & TRADE EXHIBITION

SESSION 5

4.30pm



Rabia Siddique

COURAGE UNDER FIRE

A former war crimes and terrorist prosecutor, international humanitarian, retired British Army officer, hostage survivor and mother of triplets, Rabia's story of courage, strength and resilience, and her commitment to equality, justice and authentic leadership, defines her and sets her apart as a sincere, charismatic and remarkable individual. Having battled abuse, discrimination, chronic health problems and trauma, Rabia is more than just a survivor. Rabia is a fighter, a trail blazer and an eternal optimist.

Rabia Siddique, lawyer, former British Army Officer and author of 'Equal Justice'

5.30pm – 7.00pm

Sundowner in the Exhibition Pavilions; OR

6.00pm – 7.30pm

Mayors and Presidents' Reception at Council House hosted by the Right Honourable the Lord Mayor Ms Lisa Scaffidi (by prior invitation)

FRIDAY 6 AUGUST

7.00am

Delegate Service Desk open

7.30am – 8.45am

Convention Breakfast with Glenn Mitchell



Glenn Mitchell

For more than two decades from early 1990, Glenn Mitchell lived a life that many envied. As a sports commentator for the ABC, and married to fellow broadcaster, Karen Tighe, he travelled the world covering elite level sport. He has witnessed first-hand both sporting triumph and disaster. As such he is well placed to share his thoughts on what makes a true sporting champion. Through a series of anecdotes Glenn will take you behind-the-scenes into the high pressure world of the sporting elite and share their secrets of success with you.

Glenn Mitchell appears by arrangement with Saxton Speakers Bureau

SESSION 6

9.00am



Anna Bligh

IN THE TOUGHEST OF TIMES

In 2007 Anna Bligh became a household name when she became the first female Premier of Queensland, but her legacy as a State leader will be the exceptional leadership she provided to the State, and the Nation, in the face of the tragedy of the Queensland flood and storm disasters of 2011. Anna Bligh, the Premier of Queensland, certainly made a difference. Her presence and compassion for the suffering of fellow Queenslanders was a reassuring sign that help was on its way. The reconstruction of homes, businesses and infrastructure was the Premier's priority and Anna Bligh led the reconstruction charge, never shirking accountability.

Anna Bligh, Former Queensland Premier

Anna Bligh appears by arrangement with Saxton Speakers Bureau

SESSION 7

10.00am



Peter FitzSimons AM

LITTLE THEORIES OF LIFE

Peter FitzSimons is a rugby star, best-selling author, well respected columnist for the Sydney Morning Herald and Sun-Herald, and a television presenter on Fox Sports. He speaks four languages, has played rugby for Australia, co-hosted radio shows with Mike Carlton and Doug Mulray, has interviewed famous people around the globe from George Bush to Diego Maradona. Peter has also written over twenty best-selling books including Batavia, Tobruk, Kokoda, A Simpler Time, Little Theories of Life and biographies on Steve Waugh, Nick Farr-Jones, Kim Beazley, John Eales and Charles Kingsford Smith. In 2001 he was Australia's biggest selling non-fiction author, duplicating that feat in 2004 with Kokoda.

Peter FitzSimons AM, rugby star, best-selling author and media commentator

Peter FitzSimons appears by arrangement with Saxton Speakers Bureau

10.45am – 11.30am


Refreshments

ILLUMINATE 5

MINUTES OF THE ORDINARY COUNCIL MEETING





28 MAY 2014

2014 WESTERN AUSTRALIA LOCAL GOVERNMENT CONVENTION & TRADE EXHIBITION

SESSION 7	
11.30am – 12.30pm	ON THE FRONTLINE
	An inspirational leader with an exemplary 38-year career, Major-General John Cantwell served on the front lines of three major wars. Cantwell joined the Australian Army as a private in 1974, rising through the ranks to become a General, commanding troops at almost every level in the Army. He saw combat action in the first Gulf War in 1991 and again served on operations in Iraq in 2006. In 2010 he was the commander of all Australian forces in Afghanistan and the wider Middle East area of operations, for which he was awarded the Distinguished Service Cross for leadership in action. He has twice been recognised in the Order of Australia awards, along with the United States Legion of Merit. He retired from the Army in 2012.
Major-General John Cantwell (Ret) AO DSC	<i>Major-General John Cantwell (Ret) AO DSC, Australian Military Leader</i> <i>Major-General John Cantwell appears by arrangement with Saxton Speakers Bureau</i>
12.30pm – 1.30pm	Lunch
SESSION 8	
1.30pm	CONCURRENT SESSIONS II
Governance	Trust in Transformation In July 2013 the State Government announced a range of proposed changes to Local Government arrangements in metropolitan Perth. The proposed changes include reducing the number of Local Governments in Perth with the goal of having new Local Governments in place from 1 July 2015. This session will discuss the current state of play of Metropolitan Reform and the challenges ahead.
Personal & Professional Development	Too Toxic to Talk We've all come across them: they are the people who drain you of energy instead of enriching you, the people who pull you down instead of raising you up, the people who require more than they can provide; the negative, whining, needy, manipulative people who can turn a happy day into a living hell. No matter how good our people skills are in general, most of us have problems with dealing effectively with this kind of people. Even those with really sharp people skills often get caught up in the polluting relationships (personal or professional) toxic people create. The good news is that there are effective ways to deal with toxic people and this session will provide a number of strategies to assist in these situations. <i>Due to its success, this presentation is a repeat of the 2013 session</i>
Community & Planning	Vitalising Vibrant Town Centres Town centres and main streets are the focal point of local communities for businesses and residents alike. Councils work hard to ensure that their towns are vibrant, attractive places that can be enjoyed by all and where businesses can thrive. This session will discuss the planning tools available to create these 'Activity Centres', encouraging a mix of uses to achieve diversity and vibrancy. It will explore how the vibrancy needs to be balanced with providing safe and community orientated places where there is a structured approach to alcohol management. The session will also discuss the lessons learned in Victoria following a significant deregulation of liquor licensing.
Personal & Professional Development	Spotlight on Social Media (Repeated from Thursday) One of the roles of a Councillor is to facilitate communication between the community and the Council. This session will explore the do's and don'ts of social media, how to use social media to your advantage; and the latest social media trends.
3.00pm – 3.30pm	Refreshments
3.30pm	CONVENTION CLOSING ADDRESS
4.30pm	Official close of the 2014 Local Government Convention
7.00pm – 11.30pm	Pre-Dinner Drinks and Gala Dinner, PCEC BelleVue Ballroom

PARTNER ACTIVITIES






Registration required for all activities – prices include GST

		INCLUDES	COST
WEDNESDAY 6 AUGUST			
5.30pm – 7.00pm	Opening Welcome Reception in the Trade Exhibition		\$60
THURSDAY 7 AUGUST			
8.45am – 2.30pm	 Bibbulmun Track Walk Travel by Coach to a location near Kalamunda where the 8.5km walk begins. This leisurely walk will take you on a journey through the jarrah forest featuring balga trees, banksias and the wildflowers in season. There is plenty of time to stop along the way to ask your Bibbulmun Guide questions. Stop at Hewitt's Hill, the first of the 49 walker-only campsites spaced along the 1000kms track to Albany, before descending from Golden View to cross the Weir Wall and the Helena Reservoir. At the end of your walk you will have a chance to rest your legs and be rewarded with a picnic lunch before transferring back to the PCEC.	Coach, guides, all refreshments (including lunch)	\$175 minimum 12 maximum 20
9.00am – 11.30am	 Cyber Security & Online Shopping (at the PCEC) The internet provides an easy way to shop, plan travel, manage finances and stay connected with family and friends, however, there are risks. This session will give you skills to conduct yourself safely online, protecting yourself and your computer. You will then build on your newly acquired cyber security skills and knowledge and learn how to address ecommerce issues, including the safest ways to purchase goods and who to contact when things go wrong.	Facilitator and morning tea	\$45 minimum 15 maximum 40
12.00pm – 2.30pm	 Let's Do Lunch Step back in time to a very gracious period in history to a rustic replica of turn-of-the-century Lord Alexander Forrest's winter residence. Set in what would have the receiving formal room of the house, enjoy a delicious lunch followed by an engaging talk by our lunchtime guest speaker.	Lunch and guest speaker	\$90 minimum 20 maximum 40
1.30pm – 5.00pm	 Footy Lover's Tour Catching the train to the hallowed football ground sets the scene for this tour of Paterson's Stadium. Stand at one of the entrances and visualise what it would be like to see and hear the crowd roar as your team comes running out onto the oval. Venture into the coach's box and wander the Hall of Fame. Even spectator sports sharpens the appetite, so to finish the afternoon we'll indulge in hot chocolates and churros before heading back.	Train, tour guide and afternoon tea	\$65 minimum 10 maximum 20
5.30pm – 7.00pm	Sundowner in the Trade Exhibition		\$60
6.00pm – 7.30pm	Mayors and Presidents' Civic Reception at Council House (by prior invitation)		

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

2014 WESTERN AUSTRALIA

		INCLUDES	COST
FRIDAY 8 AUGUST			
7.30am – 8.45am	Breakfast with Special Guest Glenn Mitchell		\$88
8.45am – 1.15pm	 <p>Army Museum Discover the long and distinguished history of Western Australian Soldiers at war as the Army Museum of WA galleries take you on an eye-opening journey through history - WWI, WWII, the conflicts in Korea, Malaya, Indonesia, Vietnam and peacekeeping in East Timor, to more recent times with our troops in Iraq, Afghanistan and the Solomon Islands. This promises to be a truly thought provoking experience.</p>	Coach, Army Museum guide and morning tea.	\$70 minimum 15 maximum 25
8.45am – 1.15pm	 <p>Paper Art Be prepared for a busy morning of creating your own paper art! In this craft workshop you will learn how to make a beautiful tissue flower pompom and a funky paper garland. Create invitations and make stylish cards and envelopes to match. You are guaranteed to come away with lots of ideas and creative examples.</p>	Coach, facilitator, materials and morning tea.	\$105 minimum 12 maximum 20
10.30am – 1.30pm	 <p>Cooking with Passion Put the sizzle back into your next BBQ whilst enjoying this relaxed and social cooking experience. Be prepared for a sensory overload as you taste and smell the dishes as they are being prepared using fresh West Australian ingredients, and top it all off with a couple of glasses of fine WA wine.</p>	Transport, facilitator, workshop and lunch.	\$190 minimum 10 maximum 13
2.00pm – 4.30pm	 <p>Dr Chemical (at the PCEC) Join Perth's Dr Chemical as he discusses and demonstrates the use of consumer chemicals in the home and explains which products work the best and why. Plus learn how you can make your own diesel from used oil. Dr Chemical is happy to answer any questions so come prepared to make the most of this opportunity!</p>	Dr Chemical and afternoon tea.	\$65 minimum 20 maximum 40
7.00pm – 11.30pm	Convention Gala Dinner (at the PCEC)		\$90 for partners of Full Delegates \$190 for all other guests
SATURDAY 9 AUGUST – AN ADDITIONAL OPTION FOR DELEGATES AND PARTNERS			
8.30am – 4.30pm	 <p>All Aboard the Hotham Express We head to the Hills and on to Dwellingup, a town focused on timber and tourism. We'll ride the Hotham Express into the Jarrah Forest and take a walk on the wild side with a Forest "guru". Lunch is at the Community Hotel with time to wander around the town before heading back.</p>	Coach, guide, Hotham Valley Train, Forest "guru", Morning Tea, Lunch and incidentals.	\$140 minimum 20 maximum 40

GENERAL INFORMATION

ONLINE CONVENTION

REGISTRATIONS – a simple process

Log on to www.walga.asn.au - then go to the 2014 Convention and Trade Exhibition link to complete your registration online.

Full delegate fees cover the daily conference program, lunches and refreshments – the Opening Reception on Wednesday, 6 August and the Sundowner on Thursday, 7 August. The Convention Gala Dinner on Friday evening is optional, and a ticket fee applies.

CONVENTION FEES

Prices are per person and are all inclusive of GST.
Deadline for all Registrations is Tuesday, 8 July 2014

Full Delegate	\$1,475
WALGA Life Members	Complimentary
WEDNESDAY 6 AUGUST 2014	
Day: Thursday, 7 August	\$780 (includes Sundowner)
Day: Friday, 8 August	\$725
FRIDAY 8 AUGUST 2014	

GALA DINNER

Full Delegate & Partner	\$90 each
WALGA Life Member	\$90
Gala Dinner Only	\$190

BREAKFAST

ALGWA Breakfast (Thursday)	\$55
ICLEI Breakfast (Thursday)	Please contact ICLEI directly
Convention Breakfast (Friday)	\$88

PARTNERS/GUESTS

Opening Reception (Wednesday)	\$60
Sundowner (Thursday)	\$60
Lunch (Thursday)	\$50
Lunch (Friday)	\$50
Partner Tours	Individual tour fees as listed

Please contact WALGA for more information if your partner would like to attend a particular conference session.

ELECTED MEMBER PROFESSIONAL DEVELOPMENT – see enclosed leaflet for details.

CHANGES TO YOUR REGISTRATION

You can modify your online booking at any time by using the link provided in your confirmation email. Once you have completed your registration, a tax invoice with a confirmation number will be emailed to you. Click on the link and enter your Confirmation Number to make any changes or additions to your reservation.

Registration cancellations must be advised in writing prior to the deadline date of Tuesday, 8 July 2014. Thereafter full fees are payable, or alternatively a registration may be transferred to another member of Council.

SPECIAL REQUIREMENTS

Any special dietary requirements, mobility or any other special needs should be indicated when registering – WALGA will use its best endeavours to meet these requests.

ACCOMMODATION

A range of accommodation options were issued to Councils in December, and hotel booking forms and details are available at www.walga.asn.au. Reservations are to be made direct and please note that city hotels have limited guest parking so clarify these arrangements when booking.

INTER-VENUE TRANSFERS

Coach transfers will be provided for the Mayors and Presidents' Reception at Council House on Thursday, collecting guests from Mounts Bay Road (near Mill Street intersection) - with returns to both the PCEC and CBD hotels, as required.

A limited service will similarly be provided between CBD hotels and the PCEC for the Gala Dinner on Friday evening.

The convenient, free and frequent bus services operating within the CBD is recommended for transfers between city hotels and the PCEC – for detailed information on these services go to www.transperth.wa.gov.au - and hotel staff can offer some local advice to guests.

The limited transfer schedule will be displayed at the Delegate Service Desk.

PCEC PARKING

For those requiring daily parking, WALGA can arrange for a multi-entry (24 hour access) parking space in the underground car park at the PCEC at a daily cost of \$34. Parking space requests must be indicated on the registration form – please note the non-extendable deadline for these requests is Tuesday, 8 July 2014.

ENQUIRIES

Ulla Wolter, WALGA Marketing and Events Officer | T 08 9213 2000 | F 08 9213 2077 | E registration@walga.asn.au

Information in this brochure is correct at time of printing but may be subject to change.

ILLUMINATE 2014
TRANSPARENCY • TRUST • TRANSFORMATION



LV1, 170 Railway Parade, West Leederville WA 6007
T (08) 9213 2000 | F (08) 9213 2077
www.walga.asn.au



WALGA PROFESSIONAL DEVELOPMENT OPPORTUNITIES

The following WALGA training courses are offered in Perth during Monday, 4 August to Tuesday, 12 August to coincide with the 2014 WA Local Government Convention.

PRE-CONVENTION		VENUE	COST
Monday, 4 August 9.00am – 4.30pm	<p>Participate in Local Government Emergency Management Preparation (for Officers and Elected Members)</p> <p>Participate in Local Government Emergency Management Preparation provides the foundation to increase Local Governments' knowledge of their preparation and planning responsibilities under the Emergency Management Act 2005. The aim of the course is to assist Local Government to initiate, coordinate and manage Local Government emergency management planning activities under the Emergency Management Act 2005.</p>	WALGA Boardroom, WEST LEEDERVILLE	\$495 (+GST)
Monday, 4 August & Tuesday, 5 August 9.00am – 4.30pm	<p>Procurement Training (for Officers, 2 day workshop)</p> <p>Participants will gain a clear understanding of how to operate within the legislative and policy framework of procurement in WA Local Government and how to effectively utilise the best practice tools and templates within WALGA's Procurement Handbook. Participants will leave the course better equipped to implement effective procurement and contract management practices and to ensure probity, transparency and good governance of these functions within their Governments.</p>	Adina Apartment Hotel	\$1200 (+GST)
Tuesday, 5 August 9.00am – 4.30pm	<p>Decision Making at a Governing Board Level (for Elected Members)</p> <p>Decision Making at Governing Board Level is designed to allow Councillors to look in depth at the decision-making processes and capabilities required by those who have been elected to serve their communities within Local Government. The course examines the separate but complementary roles and functions of those involved at the decision making levels of Local Government and why we depend on people to make the system work and not the other way around. Participation in this course provides insights into what it means to operate at the highest levels in Local Government that are not covered in any other units.</p>	Adina Apartment Hotel	\$425 (GST exempt)
Tuesday, 5 August 9.00am – 4.30pm	<p>Manage Recovery Activities for Local Government (For Elected Members and Officers)</p> <p>Manage Recovery Activities for Local Government provides the foundation to increase Local Governments' knowledge of their recovery responsibilities under the Emergency Management Act 2005. The aim of the course is to assist Local Government to initiate, coordinate and manage Local Government recovery activities under the Emergency Management Act 2005.</p>	WALGA Boardroom, WEST LEEDERVILLE	\$495 (+GST)
CONVENTION		VENUE	COST
Wednesday, 6 August 9.00am – 4.30pm	<p>Councillor Roles and Responsibilities (for Elected Members)</p> <p>Councillor Roles and Responsibilities covers the behaviours and actions required of elected members in meeting their roles and responsibilities. Using legislation as its basis, the course explores in practical ways how the framework of laws, regulations, and codes create clear paths that guide the steps of elected members and help them to carve out a successful path at council and within the community.</p>	WALGA Boardroom, WEST LEEDERVILLE	\$425 (GST exempt)
Wednesday, 6 August 9.00am – 4.30pm	<p>Procurement Training (for Elected Members)</p> <p>Procurement training for Elected Members is an introductory course designed specifically for Members to understand their role in procurement within their local government. The course will provide participants with a practical working knowledge of procurement and governance, and best practice procurement to support the Elected Member role of establishing and maintaining the purchasing policy of the organisation.</p>	Adina Apartment Hotel	\$495 (+GST)

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TRANSPARENCY • TRUST • TRANSFORMATION

Thursday, 7 August 9.00am – 4.30pm	Effective Community Leadership (for Elected Members) Effective Community Leadership principally explores the personal attributes needed by Elected Members to perform their role in Local Government. The course introduces leadership concepts and the behaviours required of Elected Members in their role as leaders of Council and prominent leaders in the community. Topics covered within the course include the commitments of an Elected Member, how to interact within the community, skills to think strategically, ethics, leadership styles and how to articulate vision.	WALGA Boardroom, WEST LEEDERVILLE	\$425 (GST exempt)
Thursday, 7 August & Friday, 8 August 9.00am – 4.30pm	Contract Management Training (for Officers, 2 day workshop) Good contract management practice is of vital importance for Western Australian Local Governments, each of whom has a wide range of staff managing an incredibly diverse array of contracts and supplier arrangements. Contract Management for Local Government tailors modern leading contract management practice specifically for contract managers in the Western Australian Local Government context. This practical training is designed for procurement practitioners and for all those in Local Government who have contract management responsibilities, and would like to improve their understanding and practice.	Adina Apartment Hotel	\$1,200 (+GST)
Friday, 8 August 9.00am – 4.30pm	Meeting Procedures and Debating (for Elected Members) Meeting Procedures and Debating is specifically designed for both experienced and newly elected members who wish to enhance their meeting skills. Concentrating on knowledge of meeting procedures and high level debating techniques, this course is a practical tool kit for those who attend council and committee meetings as members or presiding members.	WALGA Boardroom, WEST LEEDERVILLE	\$425 (+GST)
COURSE		VENUE	COST
Saturday, 9 August 9.00am – 4.30pm	Professionally Speaking (for Elected Members) Professionally Speaking (or how to deal with communication minefields – everything from media interviews to hostile public meetings) is an interactive workshop specifically designed to get participants 'battle-ready' and offers practical techniques for handling unfamiliar public speaking situations with confidence and aplomb. While the focus of the session is on demystifying the media and getting the best result from every media opportunity, these skills can also be effectively used in other business settings.	WALGA Boardroom, WEST LEEDERVILLE	\$450 (+GST)
Monday, 11 August 9.00am – 4.30pm	CEO Performance Appraisals (for Elected Members) CEO Performance Appraisals provides the skills and knowledge required for Elected Members to manage the performance of their Chief Executive Officer. Work allocation and the methods to review performance, reward excellence and provide feedback where there is a need for improvement are also included. This course makes the link between performance management and performance development, and reinforces both functions as a key requirement of an effective CEO.	WALGA Boardroom, WEST LEEDERVILLE	\$425 (GST exempt)
Tuesday, 12 August 9.00am – 4.30pm	Manage Conflict (for Elected Members) Manage Conflict provides the skills to manage conflict within the Council, and between the Local Government and the community and the wider community. This course will enable Elected Members to identify common communication roadblocks, the source of conflicts within Council and develop techniques for resolving conflict situations.	WALGA Boardroom, WEST LEEDERVILLE	\$425 (GST exempt)

To register interest in any of the above mentioned training courses, please complete the Registration Form, along with a PO number, and return to the Training Coordinator via email at training@walga.asn.au or fax (08) 9213 2077.

For further information about these courses please visit the Training website - walgatraining.com.au or contact the Training Coordinator on 9213 2098.



ILLUMINATE 2014

TRANSPARENCY • TRUST • TRANSFORMATION

WALGA TRAINING REGISTRATION FORM

Monday, 4 August to Tuesday, 12 August 2014

All general enquiries regarding course content should be directed to the Training Coordinator on (08) 9213 2098.

- ☐ Participate in Local Government Emergency Management Preparation (for Officers and Elected Members)
- ☐ Procurement Training (for Officers, 2 day workshop)
- ☐ Decision Making at a Governing Board Level (for Elected Members)
- ☐ Manage Recovery Activities for Local Government (for Elected Members and Officers)
- ☐ Councillor Roles and Responsibilities (for Elected Members)
- ☐ Procurement Training (for Elected Members)
- ☐ Effective Community Leadership (for Elected Members)
- ☐ Contract Management (for Officers, 2 days)
- ☐ Meeting Procedures and Debating (for Elected Members)
- ☐ Professionally Speaking (for Elected Members)
- ☐ CEO Performance Appraisals (for Elected Members)
- ☐ Manage Conflict (for Elected Members)

PRE-PAID PARKING AT PERTH CONVENTION & EXHIBITION CENTRE

(for those attending training at the Adina Apartment Hotel)

10hr parking option provides single entry and exit, 10 hours continuous parking	\$24
24hr parking option provides 24hr (midnight-midnight) multi-entry parking	\$34

- | | |
|--|---|
| <input type="checkbox"/> Monday – 10hr (single entry) | <input type="checkbox"/> Monday – 24hr (multi-entry) |
| <input type="checkbox"/> Tuesday – 10hr (single entry) | <input type="checkbox"/> Tuesday – 24hr (multi-entry) |
| <input type="checkbox"/> Wednesday – 10hr (single entry) | <input type="checkbox"/> Wednesday – 24hr (multi-entry) |
| <input type="checkbox"/> Thursday – 10hr (single entry) | <input type="checkbox"/> Thursday – 24hr (multi-entry) |

Name of Participant: _____

Council: _____

Telephone: _____

Email: _____

Purchase Order No: _____

Dietary/Other Special Requirements: _____

Deadline to register interest is Tuesday, 8 July 2014. Places are limited.



11.2 SHARK BAY MARINE FACILITIES MANAGEMENT COMMITTEE MEMBERSHIP
CM00015

Author

Executive Assistant

Disclosure of Any Interest

Nil

Moved Cr Capewell

Seconded Cr Ridgley

Council Resolution

That Council endorse the nomination of Mr Drew Wassman to the Shark Bay Marine Facilities Management Committee in the Tourist Operator vacant position.

5/0 CARRIED

Background

At the Special meeting of Council held on the 31 October 2013 Council resolved the following:

- 1 That the following Councillors be appointed to the Shark Bay Marine Facilities Management Committee**
Cr Capewell
Cr Ridgley
That Cr Cowell be appointed as the Deputy Delegate to the committee.
- 2 The following employees be appointed to the Shark Bay Marine Facilities Management Committee:**
Works Manager
Executive Manager Finance and Administration
And the Deputy Delegate be the Chief Executive Officer.
- 3 That the District Manager of the Department of Transport's Marine Division in Carnarvon be appointed to the Shark Bay Marine Facilities Management Committee.**
- 4 That expressions of interest be advertised for two (2) Commercial Fishermen members, one (1) Tourist Operator member and one (1) Public member, to fill the positions on the Shark Bay Marine Facilities Management Committee and be submitted to Council for consideration.**

At the Ordinary Council meeting held on the 26 February 2014, the Council resolved the following:

That Council endorse the following nominations to the Shark Bay Marine Facilities Management Committee
Public Member being Mr P Wood
Commercial Fishermen Representatives being Mr D Hoult and Mr H Hoult.

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Comment

After the appointment of committee members at the February 2014 Ordinary Council meeting one position was left vacant, that of the Tourist Operators position.

An application has now been received from Mr Drew Wassman to this position and it is for Council to now decide if they wish to appoint him to the vacant position.

Legal Implications

The committee was formed under the *Local Government Act 1995* and has no delegated authority.

Policy Implications

There are no policy implications relevant to this report.

Financial Implications

There are no financial implications relevant to this report.

Strategic Implications

There are no strategic implications relevant to this report.

Voting Requirements

Simple Majority Required

Date of Report

12 May 2014

11.3 PROPOSED ACTIVITIES ON THOROUGHFARES AND LOCAL GOVERNMENT PROPERTY AMENDMENT LOCAL LAW 2014

Author

Chief Executive Officer

Disclosure of Any Interest

Nil

Moved Cr Ridgley
Seconded Cr Capewell

Council Resolution

1. That in accordance with s3.12(3)(a)(b) and (3a) of the *Local Government Act 1995*, Council gives Statewide and local public notice stating that:
 - i. It proposes to make a *Activities on Thoroughfares and Local Government Property Amendment Local Law*, and a summary of its purpose and effect;
 - ii. Copies of the proposed local law may be inspected at the Shire offices;
 - iii. Submissions about the proposed local law may be made to the Shire within a period of not less than 6 weeks after the notice is given;
2. That in accordance with s3.12(4), as soon as the notice is given, a copy be supplied to the Minister for Local Government;
3. That in accordance with s3.12(3)(c) of the Act, a copy of the proposed local law be supplied to any person requesting it; and
4. The results be presented to Council for consideration of any submissions received.

5/0 CARRIED

Background

At its meeting held on 30 April 2014 in response to an undertaking sought by the Western Australian Parliamentary Joint Standing Committee on Delegated Legislation, Council resolved to amend the description of an offence listed in Schedule 1 of its *Activities in Thoroughfares and Public Places Local Law* when the local law was next amended. The Schedule referred to included a typographical error.

In addition, on 8 May 2014 the Joint Standing Committee further advised that the *Shire of Shark Bay Local Government Property Amendment Local Law 2014* (and which dealt with changes to conditions of use for the Monkey Mia Jetty):

1. Is invalid due to non-compliance with procedural requirements in that a copy of the proposed local law was not given to the Minister for Local Government under s3.12(3)(b) of the *Local Government Act 1995* as soon as a notice that the local government proposes to make a local law was given; and
2. An incorrect date was displayed in the *Government Gazette* for the making of the Amendment Local Law. Council resolved to make the Amendment Local Law on 26 February 2014 and yet the Gazetted version states in the enacting paragraph a date of 27 February 2014.

Comment

Even though the changes are exactly as adopted before by Council, the process to amend the Shire's Local Government Property Local Law in relation to use of the Monkey Mia jetty must be re-started. The amendments were to clarify conditions of use of the jetty - further background and details are in the Council minutes of 27 November 2013.

The minor change required to the Activities on Thoroughfares and Public Places Local Law is to correct a typographical error.

These changes have been incorporated into an *Activities on Thoroughfares and Public Places and Local Government Property Amendment Local Law 2014*, and which is attached to this report.

Legal Implications

Making the amendment local law will ensure that changes previously agreed to by Council are properly made.

The process to make a local law is set out in s3.12 of the Local Government Act 1995:

3.12. Procedure for making local laws

- (1) *In making a local law a local government is to follow the procedure described in this section, in the sequence in which it is described.*
- (2) *At a council meeting the person presiding is to give notice to the meeting of the purpose and effect of the proposed local law in the prescribed manner.*
- (3) *The local government is to —*
 - (a) *give Statewide public notice stating that —*
 - (i) *the local government proposes to make a local law the purpose and effect of which is summarized in the notice;*
 - (ii) *a copy of the proposed local law may be inspected or obtained at any place specified in the notice; and*
 - (iii) *submissions about the proposed local law may be made to the local government before a day to be specified in the notice, being a day that is not less than 6 weeks after the notice is given;*
 - (b) *as soon as the notice is given, give a copy of the proposed local law and a copy of the notice to the Minister and, if another Minister administers the Act under which the local law is proposed to be made, to that other Minister; and*
 - (c) *provide a copy of the proposed local law, in accordance with the notice, to any person requesting it.*
- (3a) *A notice under subsection (3) is also to be published and exhibited as if it were a local public notice.*
- (4) *After the last day for submissions, the local government is to consider any submissions made and may make the local law* as proposed or make a local law* that is not significantly different from what was proposed.*

** Absolute majority required.*
- (5) *After making the local law, the local government is to publish it in the Gazette and give a copy of it to the Minister and, if another Minister*

28 MAY 2014

administers the Act under which the local law is proposed to be made, to that other Minister.

- (6) *After the local law has been published in the Gazette the local government is to give local public notice —*
 - (a) *stating the title of the local law;*
 - (b) *summarizing the purpose and effect of the local law (specifying the day on which it comes into operation); and*
 - (c) *advising that copies of the local law may be inspected or obtained from the local government's office.*
- (7) *The Minister may give directions to local governments requiring them to provide to the Parliament copies of local laws they have made and any explanatory or other material relating to them.*
- (8) *In this section —*
 - making*** *in relation to a local law, includes making a local law to amend the text of, or repeal, a local law.*

As noted above, the Act requires the person presiding at a Council meeting to give notice of the purpose and effect of the proposed local law by ensuring that the purpose and effect is included in the agenda for the meeting and that the minutes of the meeting include the purpose and effect of the proposed local law.

Purpose

The purpose of the proposed Amendment Local Law is to amend the Shire of Shark Bay Local Government Property Local Law to clarify conditions of use of the Monkey Mia jetty, and to correct an error in the description of an offence in Schedule 1 of the Activities in Thoroughfares and Public Places Local Law.

Effect

The effect of the proposed Amendment Local Law is that the Local Government Property Local Law is amended to the effect that commercial users of the jetty may only moor to it for a period of no more than one hour, and may only return to the jetty after a period of 2 hours has elapsed since a boat last cast off from the jetty; and that the description of an offence in Schedule 1 of the Activities in Thoroughfares and Public Places Local Law is corrected.

Note that the process to amend or make a local law requires public consultation. In particular, the Local Government Act requires State wide advertising and local public notice of the proposed local laws for a period of 42 clear days.

The results are to be brought back to Council for consideration, after which it may then decide to make the local law.

If as a result of public comments, there are significant amendments to the proposed local law, then the advertising process must re-commence.

Policy Implications

There are no policy implications relevant to this report.

28 MAY 2014

Financial Implications

There are costs associated with re-making the Amendment local laws under s3.12(6) relating to advertising and Gazettal. The amendment required to the Activities and Thoroughfares Local Law is being undertaken at the same time as changes to the Local Government Property Local Law to reduce this cost if done separately.

Strategic Implications

There are no strategic implications relevant to this report.

Voting Requirements

Simple Majority Required

Date of Report

22 May 2014

Local Government Act 1995

**Shire of Shark Bay Activities on Thoroughfares and Public Places and Local Government
Property Amendment Local Law 2014**

Under the powers conferred by the *Local Government Act 1995*, and all other powers enabling it, the Council of the Shire of Shark Bay resolved on **date** to make the following local law:

1. Citation

This local law is cited as the *Shire of Shark Bay Activities on Thoroughfares and Public Places and Local Government Property Amendment Local Law 2014*.

2. Commencement

This local law comes into operation 14 days after its publication in the *Government Gazette*.

3. Local Government Property Local Law amended

The *Shire of Shark Bay Local Government Property Local Law* published in the *Government Gazette* on 24 July 2002 is amended as follows:

- (1) Clause 7.4 is deleted and a new clause 7.4 inserted as follows:

7.4 When boat may remain moored

Without the prior consent of the local government, a person in control of a boat shall not moor or make fast the boat to the Jetty unless -

- (a) the boat is in distress and then only to effect the minimum repairs necessary to enable the boat to be moved elsewhere;
- (b) the embarking or disembarking of passengers is in progress, and:
 - (i) the boat is moored for no longer than two hours; and
 - (ii) a period of not less than one hour has passed since the boat last cast off from the jetty;
- (c) the loading or discharging of cargo or other good is in progress in accordance with Division 5; and
- (d) where the boat is used at that time for commercial purposes, the person has first paid the fee (if any) for such mooring or making fast to the Local Government..

- (2) Clause 7.6 is deleted and a new clause 7.5 inserted as follows:

7.5 Loading and discharging

A person in control of a boat shall not allow the boat to come alongside or be moored or made fast to the Jetty for the purpose of loading or discharging cargo or other goods -

- (a) until the cargo or other goods are ready to be loaded or discharged; and
- (b) without the consent of the Local Government -
 - (i) between the hours of 6.00 pm to 6.00 am on the next day;
 - (ii) for longer than two hours; and
 - (iii) a period of not less than one hour has passed since the boat last cast off from the jetty.

- (3) Clauses 7.7 to 7.17 are renumbered 7.6 to 7.16 respectively.

- (4) The table in Schedule 1 is amended to delete the row referring to clause 7.5, and clauses 7.6 to 7.17 are renumbered 7.5 to 7.16 respectively.

28 MAY 2014

4. **Activities in Thoroughfares and Public Places and Trading Local Law amended**

The Shire of Shark Bay *Activities on Thoroughfares and Public Places and Trading Local Law* published in the *Government Gazette* on 24 July 2002 is amended as follows:

- (1) The description of the prescribed offence adjacent to item 2.1(a) is deleted and replaced with:
Plant any plant exceeding 0.75 metres in height on thoroughfare within 10 metres of intersection.

Dated **date 2014**

The Common Seal of the Shire of Shark Bay was affixed by authority of a resolution of the Council in the presence of –

.....
Cheryl Cowell, President

.....
Paul Anderson, Chief Executive Officer

JOINT STANDING COMMITTEE ON DELEGATED LEGISLATION

Your Ref: LE00011 / O-CR-13345

Our Ref: 3923:12:AH

Ms Cheryl Cowell

President

Shire of Shark Bay

65 Knight Terrace, Denham WA 6537

By email: admin@sharkbay.wa.gov.au Attention Ms Rhonda Mettam

8 May 2014

Dear President,

Shire of Shark Bay Local Government Property Amendment Local Law 2014

I refer to the above Amendment Local Law, which the Committee considered at its meeting on 7 May 2014 and resolved to write to you regarding its views on the Amendment Local Law.

Non-compliance with section 3.12(3)(b) of the Local Government Act 1995

The Committee notes that section 3.12(3)(b) of the Act provides that "*as soon as the notice is given*" (the Statewide public notice referred to in section 3.12(3)) that the local government proposes to make the local law, a copy "*is to*" be given to the Minister.

It is made clear in the *Statutory Procedures Checklist* sent to the Committee as well as on page 1 of the Explanatory Memorandum, that no notice attaching a copy of the proposed local law as well as the Statewide public notice was sent to the Minister for Local Government, in breach of section 3.12(3)(b) of the *Local Government Act 1995 (Act)*.

Accordingly, the Amendment Local Law:

- breaches the Committee's *Term of Reference 10.6(a)* in that it is not authorised by the Act, having failed to follow a mandatory, sequential step set out in section 3.12;
- was invalidly made; and
- is subject to disallowance by the Parliament.

Clause 6.3(a) and (b) – Form of Notices

Clause 6.3 states:

6.3 Form of Notices

For the purpose of this local law –

dg.3923.140417.let.001.cc (A445214)

(a) the form of the infringement referred to in sections 9.16 and 9.17 of the Local Government Act 1995 is to be in or substantially in the Form 2 of Schedule 1 of the Local Government (Functions and General) Regulations 1996; and

(b) the form of the withdrawal of infringement notice referred to in section 9.20 of the Local Government Act 1995 is to be in or substantially in the Form 3 in Schedule 1 of the Local Government (Functions and General) Regulations 1996.

Given neither regulation 26 nor 27 of the Local Government (Functions and General) Regulations 1996 or sections 9.16 or 9.17 of the *Local Government Act 1995* refer to Forms 2 and 3 in terms of substantial compliance, the words “or substantially in” should be deleted from clause 6.3(a) and (b).

Abbreviated references to Australian standards

There are a number of abbreviated references to ‘AS1170’, ‘AS2870-1996’ and ‘AS2870-2011’ in the local law. References to standards should, as a matter of practice, refer to the full title of the standard for the sake of certainty.

Notice of Motion to Disallow

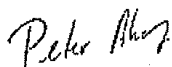
At its meeting on 7 May 2014 the Committee resolved to move a *Notice of Motion* in the Legislative Council to disallow the Shire of Shark Bay Local Government Property Amendment Local Law 2014 on the basis of non-compliance with section 3.12(3)(b) of the Act. This will be placed on 12 June 2014.

Should Parliament disallow the Amendment Local Law, it will be invalid and the Shire will need to re-start the local law making process and comply with the procedural steps in section 3.12. The Shire should take into account the Committee’s views on clause 6.3(a) and (b) and the wording of Australian standards when making a new amendment local law.

I advise that the Committee has no objection to you discussing this matter with the Department of Local Government and Communities, WALGA or the Town’s legal advisers.

If you have any questions, please contact Alex Hickman, Advisory Officer (Legal), on 9420 7633 or at delleg@parliament.wa.gov.au.

Yours sincerely



Mr Peter Abetz MLA
Chairman

CC: Hon Tony Simpson, MLA, Minister for Local Government and Communities, by email: Minister.Simpson@dpc.wa.gov.au

12. FINANCE REPORT

12.1 SCHEDULE OF ACCOUNTS PAID TO BE RECEIVED

Author

Finance Officer / Accounts Payable

Disclosure of any interest

Nil

Moved Cr Capewell

Seconded Cr Ridgley

Council Resolution

That the cheques and electronic payments as per the attached schedules of accounts for payment totalling \$449,242.82 be accepted.

5/0 CARRIED

Comment

The schedules of accounts for payment covering - Municipal fund account cheque numbers 26612 to 226620 totalling \$3,082.75

Municipal fund account electronic payment numbers MUNI EFT 15307 to 15398 totalling \$377,695.12

Municipal fund account for payroll periods beginning 07/04/14 ending 20/04/2014 totalling \$52,648.00

Trust fund account cheque numbers 1005 to 1006 totalling \$112.00

Trust fund account electronic payment numbers Nil totalling \$0 and

Trust fund Police Licensing for April 2014 totalling \$15,704.95

The schedule of accounts submitted to each member of Council on 23 May 2014 has been checked and are fully supported by vouchers and invoices. All vouchers and invoices have been duly certified as to the receipt of goods and services and the cost of goods and services received.

Voting Requirements

Simple Majority Required

Date of Report

16 May 2014

28 MAY 2014

**SHIRE OF SHARK BAY
MUNI CHQS 26612-26620 to 30 APRIL 2014**

CHQ	DATE	NAME	DESCRIPTION	AMOUNT
26612	11/04/2014	WATER CORPORATION	SHIRE OFFICE DESAL USAGE	-10.57
26613	16/04/2014	SHARK BAY NEWSAGENCY	STATIONARY AND NEWSPAPERS	-515.32
26614	16/04/2014	WATER CORPORATION	ALTER LEVEL OF WATER METER AT EMERGENCY SERVICES BUILDING	-860.00
26615	28/04/2014	AMP SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	-493.62
26616	28/04/2014	AMP SUPERLEADER	SUPERANNUATION CONTRIBUTIONS	-381.99
26617	28/04/2014	ASTERON SUPER	SUPERANNUATION CONTRIBUTIONS	-372.91
26618	28/04/2014	AXA AUSTRALIA	SUPERANNUATION CONTRIBUTIONS	-376.36
26619	28/04/2014	IOOF SUPER	SUPERANNUATION CONTRIBUTIONS	-66.38
26620	29/04/2014	WATER CORPORATION	WATER USAGE LOT 555 DURLACHER	-5.60
TOTAL				\$3,082.75

28 MAY 2014

SHIRE OF SHARK BAY

MUNI EFTS 15307-15398 to 30 APRIL 2014

EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT15307	09/04/2014	MCKELL FAMILY TRUST	MONTHLY STREETSWEEPING AND RUBBISH COLLECTION ACCOUNT	-9477.74
EFT15308	09/04/2014	SHARK BAY CAR HIRE	DOCTOR CAR HIRE MONTHLY ACCOUNT	-495.00
EFT15309	09/04/2014	SALTWATER CAFE	CATERING HMAS SYDNEY OPENING	-1650.00
EFT15310-	EFT15310	EFT CANCELLED		
EFT15311	09/04/2014	TOTAL UNIFORMS	STAFF UNIFORMS	-1879.70
EFT15312	11/04/2014	LAELINE DESIGN	POSTER DESIGN AND PRINTING BAREFOOT BLACK TIE 2014	-300.00
EFT15313	11/04/2014	TARA HANNIBAL	EXPENSES REIMBURSEMENT FOR CARAVAN AND CAMPING SHOW	-794.22
EFT15314-	EFT15325	EFT CANCELLED		
EFT15326	11/04/2014	BOC LIMITED	DEPOT CONTAINER RENTAL MONTHLY ACCOUNT	-74.99
EFT15327-	EFT15327	EFT CANCELLED		
EFT15328	11/04/2014	GERALDTON FUEL COMPANY	MONTHLY BULK FUEL AND FUEL CARD ACCOUNT	-8836.67
EFT15329	11/04/2014	TOLL IPEC	FREIGHT	-12.73
EFT15330	11/04/2014	MCLEODS BARRISTERS AND SOLICITORS	MONKEY MIA EXTENSION OF RESERVE AND INTERPRETATION OF MONKEY MIA LEASE	-1304.27
EFT15331	11/04/2014	RAY WHITE REAL ESTATE SHARK BAY	RENT ON 34 HUGHES ST	-1127.00
EFT15332	11/04/2014	SHARK BAY CLEANING SERVICE	MONTHLY CLEANING ACCOUNT	-10926.06
EFT15333	11/04/2014	TRANSFIELD SERVICES	MAINTENANCE ON SERVICE JETTY	-36472.24
EFT15334	11/04/2014	WALGA	TRAINING - AWARD INTERPRETATION FOR PAYROLL OFFICERS	-495.00
EFT15335	11/04/2014	WURTH AUSTRALIA	DEPOT TOOLS	-319.39
EFT15336	16/04/2014	CHERYL DAWN WOOD	REIMBURSEMENT OF RELOCATION COSTS	-4130.05
EFT15337	16/04/2014	HAMES SHARLEY PLANNING AND URBAN DESIGN	FORESHORE AND MAIN STREET REVITALISATION PLAN	-3300.00
EFT15338	16/04/2014	PLAYRIGHT	SUPPLY AND INSTALL PLAYGROUND	-31106.89
EFT15339	16/04/2014	MP ROGERS & ASSOCIATES	TENDER PREPARATION, ADVERTISING, REVIEW AND AWARD FOR MONKEY MIA JETTY DESIGN AND CONSTRUCTION	-4277.63
EFT15340	16/04/2014	RANGELAND SERVICES	FENCE FOR MULTI PURPOSE COURTS, PENSIONER UNITS AND DEPOT STORM WATER SUMP	-45386.00
EFT15341	16/04/2014	SKIPPERS AVIATION	REIMBURSABLE FLIGHT FOR T WEBB	-612.00

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT15342	16/04/2014	VISIT MERCHANDISE	SBDC MERCHANDISE	-1766.16
EFT15343	16/04/2014	WALGA	APPLICATION FEE FOR 187 VISA JOE CURRAN	-10120.00
EFT15344-	EFT15344	CANCELLED EFT		
EFT15345	24/04/2014	CARDNO	DRAINAGE PLAN	-8315.56
EFT15346	28/04/2014	PRIME SUPERANNUATION	SUPERANNUATION CONTRIBUTIONS	-758.39
EFT15347	28/04/2014	MTAA SUPER FUND	SUPERANNUATION CONTRIBUTIONS	-774.16
EFT15348	28/04/2014	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	-312.84
EFT15349	28/04/2014	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	-742.28
EFT15350	28/04/2014	ONE STEP SUPER	SUPERANNUATION CONTRIBUTIONS	-349.62
EFT15351	28/04/2014	MLC NOMINEES	SUPERANNUATION CONTRIBUTIONS	-282.76
EFT15352	28/04/2014	WA LOCAL GOV SUPERANNUATION PLAN	SUPERANNUATION CONTRIBUTIONS	-7739.61
EFT15353	28/04/2014	WESTPAC SECURITIES ADMINISTRATION	SUPERANNUATION CONTRIBUTIONS	-367.38
EFT15354	28/04/2014	REST	SUPERANNUATION CONTRIBUTIONS	-1242.74
EFT15355	28/04/2014	SMA SUPER	SUPERANNUATION CONTRIBUTIONS	-324.74
EFT15356	28/04/2014	AUSTRALIANSUPER	SUPERANNUATION CONTRIBUTIONS	-1031.96
EFT15357	29/04/2014	GERALDTON TOYOTA	NEW CEO VEHICLE	-13486.44
EFT15358	29/04/2014	AUSCOINSWEST	SBDC MERCHANDISE	-566.50
EFT15359	29/04/2014	BAJA DATA & ELECTRICAL SERVICES	INSTALLATION OF HMAS SYDNEY II MOVIE ON PROJECTOR AND REPAIRS TO GYM DOOR	-198.00
EFT15360	29/04/2014	JUSTBOARDS	WHITE BOARD FOR DEPOT	-610.00
EFT15361	29/04/2014	S.A.BURTON	TILING OF ENTRANCE AND PASSAGE EMERGENCY SERVICES BUILDING	-1038.95
EFT15362	29/04/2014	J BLACKWOOD & SON	ADHESIVE FOR BANNISTER POLES	-394.39
EFT15363	29/04/2014	DEPARTMENT OF PARKS AND WILDLIFE	MONKEY MIA PASSES	-5013.00
EFT15364	29/04/2014	CUTBACK PLUMBING & GAS PTY LTD	REPAIR TO WATER METER PENSIONER UNIT 6	-110.00
EFT15365	29/04/2014	RUSSELL TODD CHAMBERLAIN	RENT - 39 DURLACHER STREET	-1157.30
EFT15366	29/04/2014	ENJOY 360 DEGREES BOOKS	SBDC MERCHANDISE	-386.76
EFT15367	29/04/2014	GASCOYNE OFFICE EQUIPMENT	PHOTOCOPIER REPAIRS	-667.80
EFT15368	29/04/2014	ATOM-GERALDTON INDUSTRIAL SUPPLIES	LIFTING CLAMPS FOR DEPOT	-374.00
EFT15369	29/04/2014	GRAY & LEWIS LAND USE PLANNERS	REVIEW OF TOWN PLANNING SCHEME	-1677.50

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT15370	29/04/2014	HMAS SYDNEY & VLSV ASSOCIATION	MERCHANDISE	-383.60
EFT15371	29/04/2014	HERITAGE RESORT SHARK BAY	HIRING TABLECLOTHS FOR HMAS SYDNEY MEMORIAL OPENING	-45.50
EFT15372	29/04/2014	JOURNEY JOTTINGS	SBDC MERCHANDISE	-402.00
EFT15373	29/04/2014	KELLY, IAN	SURVEYING ARTESIAN BORE SITE AND MONKEY MIA ROAD	-7762.37
EFT15374	29/04/2014	KOALA MARKETING	MERCHANDISE	-1280.69
EFT15375	29/04/2014	NORWEST BUILDING GROUP	EMERGENCY SERVICES SHEDS	-101300.00
EFT15376	29/04/2014	PEST-A-KILL	COCKROACH TREATMENT 39 DURLACHER STREET	-308.00
EFT15377	29/04/2014	PAPER PLUS OFFICE NATIONAL	STATIONERY	-621.43
EFT15378	29/04/2014	RICHARD CLAUDE MORONEY	MONTHLY ACCOUNT SBDC MAINTENANCE	-30.00
EFT15379	29/04/2014	SHARK BAY ELECTRICAL MAINACE HOLDINGS	LOWER THE PILLAR AT THE SES BUILDING	-1980.00
EFT15380	29/04/2014	SUNPRINTS CLOTHING COMPANY	MERCHANDISE	-3130.44
EFT15381	29/04/2014	TROPICAL LIFESTYLE	GAZEBO FOR REC CENTRE	-2297.00
EFT15382	29/04/2014	TRUCKLINE PARTS CENTRE	PARTS FOR WATER TANKERS	-170.28
EFT15383	29/04/2014	VANGUARD PRESS	MAPS	-2832.50
EFT15384	29/04/2014	WESTCO EQUIPMENT	KOBELCO 1000 HOUR SERVICE KIT	-1415.55
EFT15385	30/04/2014	SHARK BAY ROOFING	DEPOT SHED RESHEETING	-9740.00
EFT15386	30/04/2014	SHARK BAY BAKERY	CATERING FOR NATIONAL YOUTH WEEK	-25.00
EFT15387	30/04/2014	BAJA DATA & ELECTRICAL SERVICES	REPAIRS TO POWER OUTLETS AT FORESHORE BBQ AREA	-743.05
EFT15388	30/04/2014	S.A.BURTON	INSTALL WARDROBE SYSTEM AT UNIT 5 PENSIONER UNIT AND MAINTENANCE AT SHARK BAY RECREATION CENTRE	-1932.50
EFT15389	30/04/2014	CUTBACK PLUMBING & GAS PTY LTD	INVESTIGATE HYDRANT AND REEL SUSPECTED FAULT AT RECREATION CENTRE	-338.80
EFT15390	30/04/2014	SHARK BAY FUEL & SERVICE CENTRE	MONTHLY FUEL ACCOUNT	-143.44
EFT15391	30/04/2014	GEARING BUTCHER'S	SUPPLIES FOR OUTSIDE CREW	-156.45
EFT15392	30/04/2014	MONKEY MIA YACHT CHARTERS (ARISTOCAT)	PRIZES FOR THE AMAZING RACE NATIONAL YOUTH WEEK EVENT	-171.10
EFT15393	30/04/2014	PRESTIGE INSTALLATIONS	SUPPLY AND INSTALL AIRCONDITIONING AT DEPOT AND SES BUILDING	-3278.00
EFT15394	30/04/2014	SHARK BAY SUB BRANCH RSL	200 POPPIES FOR HMAS SYDNEY MEMORIAL DEDICATION	-60.00
EFT15395	30/04/2014	SHARK BAY COMMUNITY RESOURCE	SPORTS AND REC CENTRE MANAGEMENT MARCH 2014	-6462.50

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT15396	30/04/2014	CENTRE SHARK BAY CLEANING SERVICE	MONTHLY ACCOUNT, CLEAN 6/34 HUGHES STREET AND HMAS SYDNEY	-6039.00
EFT15397	30/04/2014	MCKELL FAMILY TRUST	MONKEY MIA ROAD SWEEPING	-1267.00
EFT15398	30/04/2014	ST JOHN AMBULANCE ASSOC. - SHARK BAY	CASH DONATION ROUND 1 13/14 ST JOHNS	-592.50
TOTAL				\$377,695.12

**SHIRE OF SHARK BAY
TRUST CHQS 1005-1006 to APRIL 2014**

CHQ	DATE	NAME	DESCRIPTION	AMOUNT
1005	30/04/2014	GLORIA WHITBY	TOURS APRIL 2014	-64.00
1006	30/04/2014	HOWARD COCK	TOURS APRIL 2014	-48.00
TOTAL				\$112.00

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Shire of Shark Bay							
STATEMENT OF FINANCIAL ACTIVITY							
(Statutory Reporting Program)							
For the Period Ended 30 April 2014							
	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Variance
Operating Revenues		\$	\$	\$	\$	%	
Governance		14,060	12,203	43,058	30,855	252.85%	▲
General Purpose Funding		1,164,046	1,112,093	859,271	(252,822)	(22.73%)	▼
Law, Order and Public Safety		36,260	27,857	38,253	10,396	37.32%	▲
Health		1,950	1,610	977	(633)	(39.32%)	▼
Housing		86,810	72,279	68,101	(4,178)	(5.78%)	▼
Community Amenities		328,306	312,353	244,918	(67,435)	(21.59%)	▼
Recreation and Culture		240,300	201,767	199,690	(2,077)	(1.03%)	▼
Transport		507,391	280,840	124,904	(155,936)	(55.52%)	▼
Economic Services		844,470	752,080	354,715	(397,365)	(52.84%)	▼
Other Property and Services		10,000	10,000	18,838	8,838	88.38%	▲
Total (Ex. Rates)		3,233,593	2,783,082	1,952,725	(830,357)		
Operating Expense							
Governance		(342,988)	(289,931)	(294,284)	(4,353)	1.50%	
General Purpose Funding		(102,278)	(85,210)	(74,520)	10,690	(12.55%)	▲
Law, Order and Public Safety		(218,156)	(175,984)	(187,947)	(11,963)	6.80%	▼
Health		(63,029)	(63,029)	(35,701)	27,328	(43.36%)	▲
Education and Welfare		0	0	0	0		
Housing		(118,378)	(102,777)	(87,246)	15,531	(15.11%)	▲
Community Amenities		(1,055,045)	(875,295)	(581,287)	294,008	(33.59%)	▲
Recreation and Culture		(1,644,299)	(1,381,155)	(1,256,874)	124,281	(9.00%)	▲
Transport		(1,831,614)	(1,528,670)	(1,439,621)	89,049	(5.83%)	▲
Economic Services		(1,103,685)	(907,495)	(604,493)	303,002	(33.39%)	▲
Other Property and Services		(30,000)	(40,647)	(167,800)	(127,153)	312.82%	▼
Total		(6,509,472)	(5,450,193)	(4,729,773)	720,420		
Funding Balance Adjustment							
Add back Depreciation		1,988,668	1,657,210	1,572,641	(84,569)	(5.10%)	
Disposal	8	(22,000)	(5,064)	75,892	70,828	(1398.66%)	▼
Adjust Provisions and Accruals		0	0	0	0		
Net Operating (Ex. Rates)		(1,309,211)	(1,014,965)	(1,128,515)	(13,741)		
Capital Revenues							
Contributions	11	3,720,077	3,382,933	2,777,303	(605,630)	(17.90%)	▼
Assets	8	284,000	213,000	149,000	(64,000)	(30.05%)	▼
Transfer from Reserves	7	373,000	0	0	0		
Total		4,377,077	3,595,933	2,926,303	(669,630)		
Capital Expenses							
Land and Buildings	8	(2,480,182)	(2,466,844)	(1,646,430)	820,414	(33.26%)	▲
Infrastructure - Roads	8	(969,682)	(783,640)	(543,069)	240,571	(30.70%)	▲
Infrastructure - Public Facilities	8	(1,700,910)	(1,486,044)	(881,958)	604,086	(40.65%)	▲
Infrastructure - Footpaths	8	(100,000)	(91,660)	(43,058)	48,602	(53.02%)	▲
Infrastructure - Drainage	8	(60,000)	(30,000)	(7,330)	22,670	(75.57%)	▲
Heritage Assets	8	(25,000)	(20,000)	(20,141)	(141)	0.70%	
Plant and Equipment	8	(813,500)	(113,500)	(299,302)	(185,802)	163.70%	▼
Furniture and Equipment	8	(38,000)	(35,180)	(21,530)	13,650	(38.80%)	▲
Loan Principal	10	(99,264)	(92,517)	(92,515)	2	(0.00%)	
Transfer to Reserves	7	(495,402)	(428,136)	(75,420)	352,716	(82.38%)	▲
Total		(6,781,940)	(5,547,521)	(3,630,753)	1,916,768		
Net Capital		(2,404,863)	(1,951,588)	(704,450)	1,247,138		
Total Net Operating + Capital		(3,714,074)	(2,966,553)	(1,832,965)	1,233,397		
Opening Funding	3	2,623,870	2,623,870	2,623,870	0	0.00%	
Rate Revenue	9	1,090,204	1,142,158	1,082,579	(59,579)	(5.22%)	▼
Surplus(Deficit)	3	0	799,475	1,873,484	1,074,009		
Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.							

28 MAY 2014

Shire of Shark Bay

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 30 April 2014

1. SIGNIFICANT ACCOUNTING POLICIES	
The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:	
(a) Basis of Accounting	
This statement is a special purpose financial report, prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).	
(b) The Local Government Reporting Entity	
All Funds through which the Council controls resources to carry on its functions have been included in this statement.	
In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.	
All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.	
(c) Rounding Off Figures	
All figures shown in this statement are rounded to the nearest dollar.	
(d) Rates, Grants, Donations and Other Contributions	
Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.	
(e) Goods and Services Tax	
In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.	
(f) Cash and Cash Equivalents	
Cash and cash equivalents comprise cash at bank and in hand and short-term deposits that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.	
For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities.	
(g) Trade and Other Receivables	
Trade receivables, which generally have 30 - 90 day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts.	
Collectability of trade receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.	

28 MAY 2014

Shire of Shark Bay

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 30 April 2014

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Inventories

General

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

Inventories held from trading are classified as current even if not expected to be realised in the next 12 months.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of the cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of that land during its development. Interest and holding charges incurred after development is complete are recognised as expenses.

Revenue arising from the sale of property is recognised in the operating statement as at the time of signing a binding contract of sale.

Land held for resale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(i) Fixed Assets

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

(j) Depreciation of Non-Current Assets

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

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

Buildings	25 to 50 years
Construction other than Buildings (Public Facilities)	5 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Heritage Assets	25 to 50 years
Roads	25 years
Footpaths	50 years
Sewerage Piping	75 years
Water Supply Piping and Drainage Systems	75 years

28 MAY 2014

Shire of Shark Bay

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 30 April 2014

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Trade and Other Payables

Trade and other payables are carried at amortised cost. They represent liabilities for goods and services provided to the local government prior to the end of the financial year that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

(l) Employee Benefits

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

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

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

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

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

(m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

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

Borrowing Costs

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

(n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

(o) Current and Non-Current Classification

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

28 MAY 2014

Shire of Shark Bay

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 30 April 2014

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(p) Nature or Type Classifications

Rates

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

Operating Grants, Subsidies and Contributions

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

Non-Operating Grants, Subsidies and Contributions

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

Profit on Asset Disposal

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

Fees and Charges

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

Service Charges

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

Interest Earnings

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

Other Revenue / Income

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

Employee Costs

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

Materials and Contracts

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

Utilities (Gas, Electricity, Water, etc.)

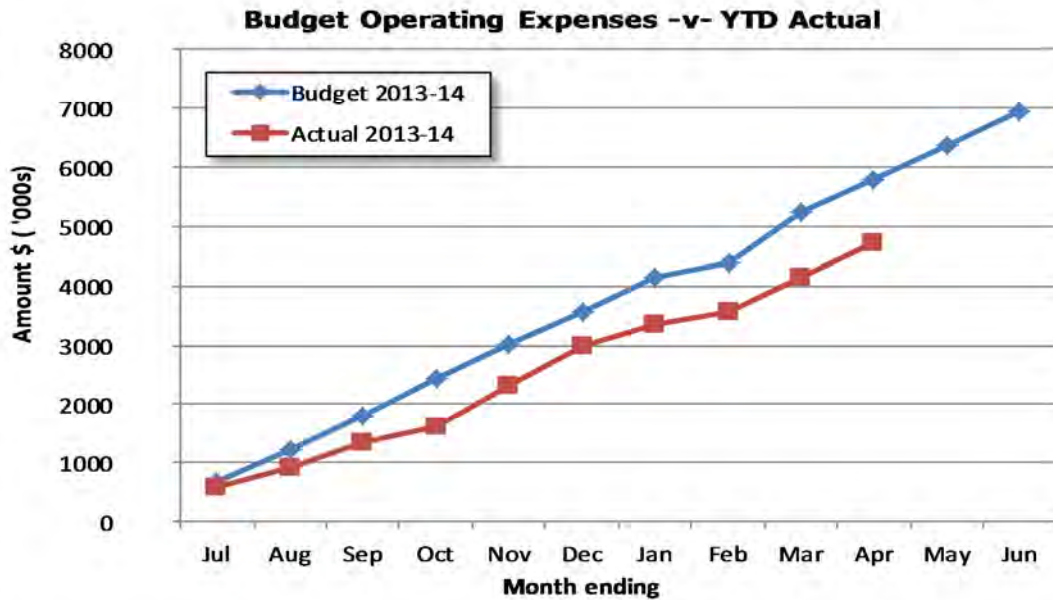
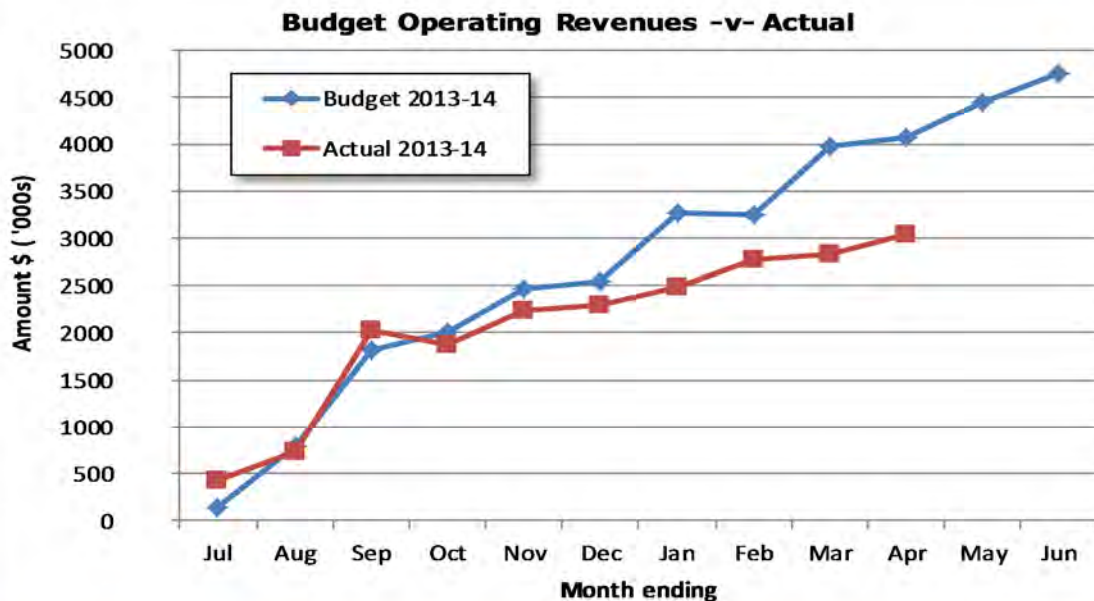
Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

28 MAY 2014

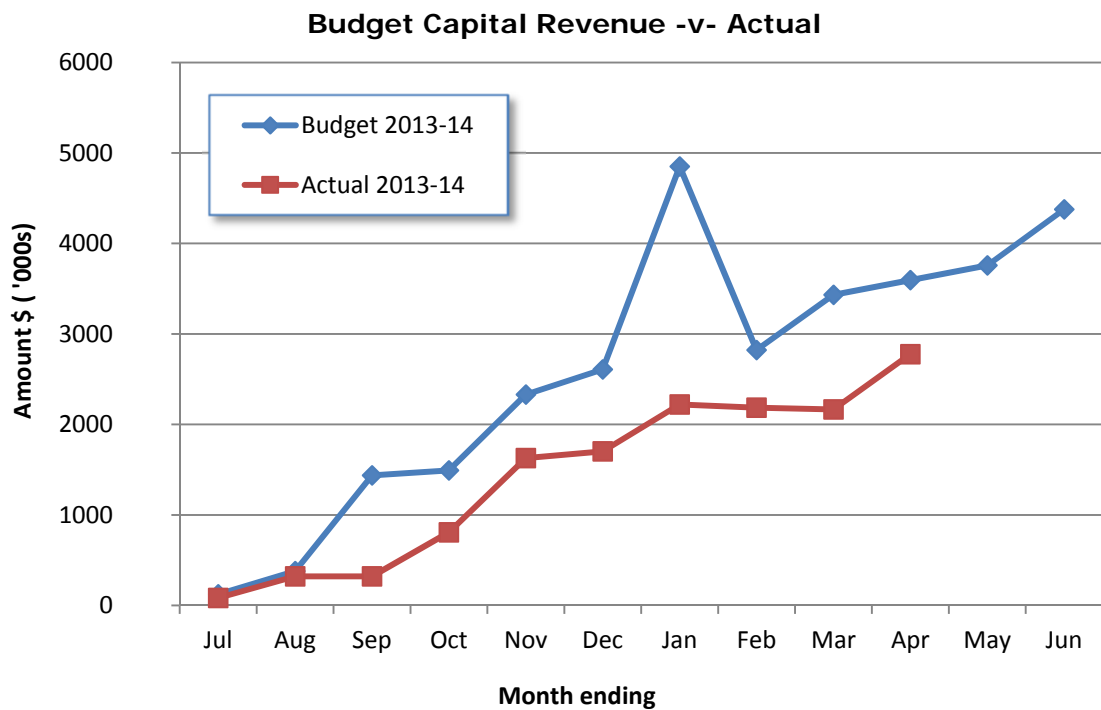
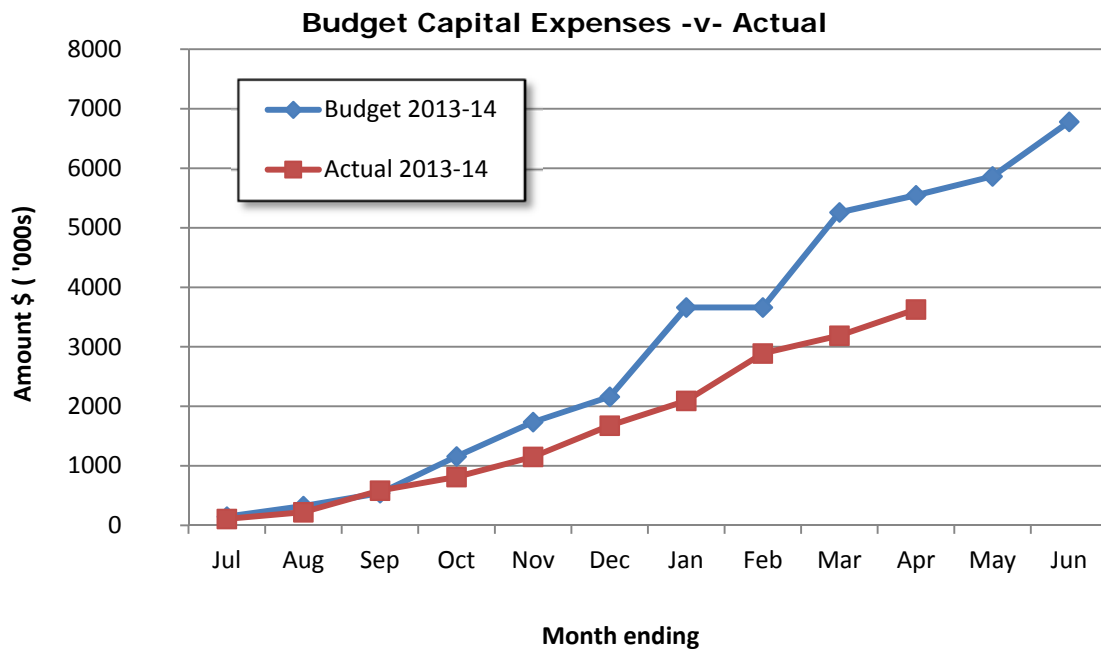
<p style="text-align: center;">Shire of Shark Bay NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY For the Period Ended 30 April 2014</p>									
1. SIGNIFICANT ACCOUNTING POLICIES (Continued)									
(q) Nature or Type Classifications (Continued)									
Insurance									
All insurance other than worker's compensation and health benefit insurance included as a cost of employer									
Loss on asset disposal									
Loss on the disposal of fixed assets.									
Depreciation on non-current assets									
Depreciation expense raised on all classes of assets.									
Interest expenses									
Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.									
Other expenditure									
Statutory fees, taxes, provision for bad debts, member's fees or levies including WA Fire Brigade Levy and State taxes. Donations and subsidies made to community groups.									
(r) Statement of Objectives									
In order to discharge its responsibilities to the community, the Council has developed a set of operational and financial objectives. These objectives have been established both on an overall basis and for each of its broad activities/programs.									
Council operations as disclosed in this statement encompass the following service orientated activities/programs:									
GOVERNANCE									
Expenses associated with provision of services to members of council and elections. Also included are costs associated with computer operations, corporate accounting, corporate records and asset management. Costs reported as administrative expenses are redistributed in accordance with the principle of activity based costing (ABC).									
GENERAL PURPOSE FUNDING									
Rates and associated revenues, general purpose government grants, interest revenue and other miscellaneous revenues such as commission on Police Licensing. The costs associated with raising the above mentioned revenues, eg. Valuation expenses, debt collection and overheads.									
LAW, ORDER, PUBLIC SAFETY									
Enforcement of Local Laws, fire prevention, animal control and provision of ranger services.									
HEALTH									
Health inspection services, food quality control, mosquito control and contributions towards provision of medical health services.									
HOUSING									
Provision and maintenance of rented housing accommodation for pensioners and employees.									
COMMUNITY AMENITIES									
Sanitation, sewerage, stormwater drainage, protection of the environment, public conveniences, cemeteries and town planning.									
RECREATION AND CULTURE									
Parks, gardens and recreation reserves, library services, television and radio re-broadcasting, swimming facilities, walk trails, youth recreation, Shark Bay World Heritage Discovery and Visitor Centre, boat ramps, foreshore, public halls and Shark Bay Recreation Centre.									
TRANSPORT									
Construction and maintenance of roads, footpaths, drainage works, parking facilities, traffic control, depot operations, plant purchase, marine facilities and cleaning of streets.									
ECONOMIC SERVICES									
Tourism, community development, pest control, building services, caravan parks and private works.									
OTHER PROPERTY & SERVICES									
Plant works, plant overheads and stock of materials.									

28 MAY 2014

Shire of Shark Bay
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2014

Note 2 - Graphical Representation - Source Statement of Financial Activity**Comments/Notes - Operating Expenses****Comments/Notes - Operating Revenues**

28 MAY 2014

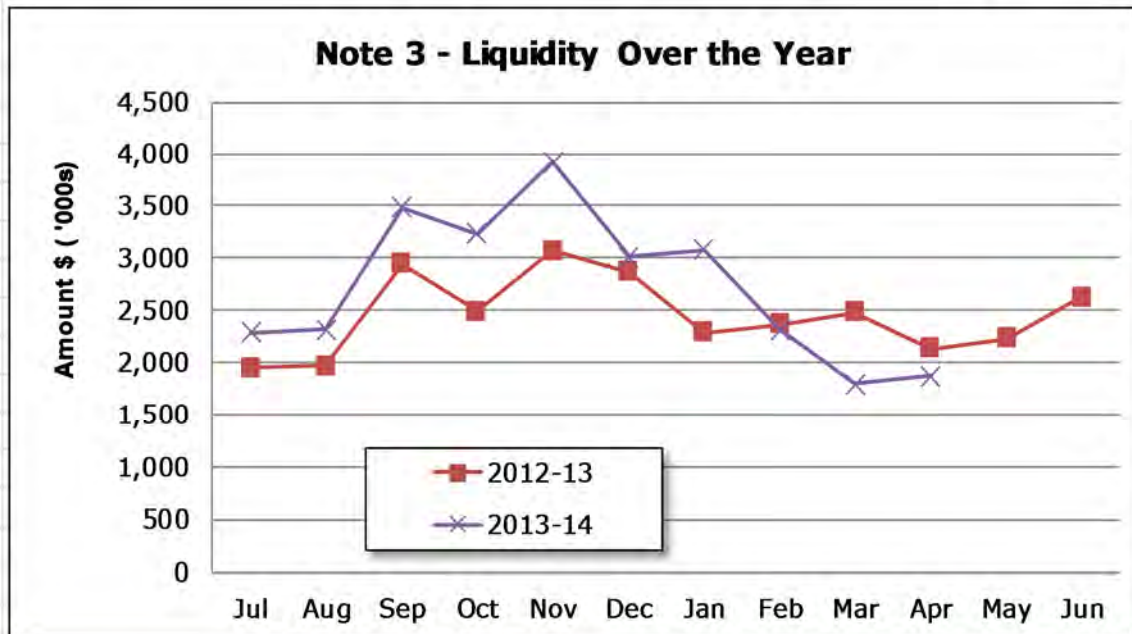


28 MAY 2014

Shire of Shark Bay
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2014

Note 3: NET CURRENT FUNDING POSITION

		Positive=Surplus (Negative=Deficit)		
	Note	YTD 30 April 2014	30th June 2013	YTD 30 April 2013
		\$	\$	\$
Current Assets				
Cash Unrestricted	4	1,666,383	1,371,960	1,705,594
Cash Restricted	4	1,949,089	3,201,625	1,888,952
Receivables - Rates	6	36,136	6,217	32,345
Receivables -Other	6	312,920	366,815	554,443
Interest / ATO Receivable/Trust		23,168	26,229	23,008
Inventories		139,424	139,424	132,355
		4,127,120	5,112,270	4,336,697
Less: Current Liabilities				
Payables		(77,241)	(387,426)	(164,055)
Provisions		(227,306)	(227,306)	(187,703)
		(304,547)	(614,732)	(351,758)
Less: Cash Reserves	7	(1,949,089)	(1,873,668)	(1,888,952)
Net Current Funding Position		1,873,484	2,623,870	2,095,987

**Comments - Net Current Funding Position**

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Shire of Shark Bay

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 30 April 2014

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	1.25%	627,862			627,862	BankWest	At Call
Telenet Saver	2.50%	646,195			646,195	BankWest	At Call
Trust Bank Account	0.00%			5,217	5,217	BankWest	At Call
Cash On Hand	Nil	700			700	N/A	On Hand
(b) Term Deposits							
Municipal Gold	4.25%	391,626	1,949,089		2,340,715	BankWest	23-Jun-14
Trust	4.25%			83,636	83,636	BankWest	23-Jun-14
Total		1,666,383	1,949,089	88,853	3,704,325		

Comments/Notes - Investments

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Shire of Shark Bay

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 30 April 2014

Note5: BUDGET AMENDMENTS

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

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption		Opening Surplus	\$	\$	\$	\$
	Permanent Changes						0
	Opening surplus adjustment				189,255		189,255
5200905	Advertising - General	26/02/2014-19.1	Operating Expenses		4,000		193,255
5200975	Printing & Stationery - Governance	26/02/2014-19.1	Operating Expenses		5,000		198,255
5201444	Financial Management Review	26/02/2014-19.1	Operating Expenses			(5,000)	193,255
5200590	Recruitment/Relocation Costs	26/02/2014-19.1	Operating Expenses			(4,000)	189,255
5101281	Strategic Planning	26/02/2014-19.1	Operating Expenses		5,000		194,255
5101126	Donations - Cash	26/02/2014-19.1	Operating Expenses			(5,000)	189,255
GC35202	CLGF Local 13/14 Eastern Knight Tce Toilets	26/02/2014-19.1	Capital Revenue			(100,000)	89,255
35205526	Foreshore Public Toilets	26/02/2014-19.1	Capital Expenses		100,000		189,255
35205459	Swimming Pontoon Capital	26/02/2014-19.1	Capital Expenses		506		189,761
35205528	Foreshore - Playground Equipment Capital Works	26/02/2014-19.1	Capital Expenses		7,590		197,351
35205459	Swimming Pontoon Capital	26/02/2014-19.1	Capital Expenses		78,988		276,339
35205528	Foreshore - Playground Equipment Capital Works	26/02/2014-19.1	Capital Expenses		87,940		364,279
35205459	Swimming Pontoon Capital	26/02/2014-19.1	Capital Expenses		506		364,785
35205528	Foreshore - Playground Equipment Capital Works	26/02/2014-19.1	Capital Expenses		4,470		369,255
35605690	HMAS Sydney II Memorials	26/02/2014-19.1	Capital Expenses			(12,000)	357,255
GC35303	CLGF Local 13/14 Playground Equipment	26/02/2014-19.1	Capital Revenue			(100,000)	257,255
GC35304	CLGF Local 13/14 Pontoon	26/02/2014-19.1	Capital Revenue			(80,000)	177,255
45103360	Roads to Recovery Grant - Capital	26/02/2014-19.1	Capital Revenue			(60,000)	117,255
45103385	Grants - Road Projects	26/02/2014-19.1	Capital Revenue			(110,000)	7,255
45180029	Francis Street - Capital Works	26/02/2014-19.1	Capital Expenses		110,000		117,255
45156694	Little Lagoon Road (Seal) R2R	26/02/2014-19.1	Capital Expenses		60,000		177,255
50205728	Welcome Signage	26/02/2014-19.1	Capital Expenses		6,000		183,255
50202860	Dirk Hartog Celebrations 2016	26/02/2014-19.1	Operating Expenses		6,000		189,255
	Changes Due to Timing						189,255
30203326	Grants - Waste Disposal	26/02/2014-19.1	Capital Revenue			(378,341)	(189,086)
30105576	Refuse Site Shed	26/02/2014-19.1	Capital Expenses		87,000		(102,086)
30105578	Refuse Site Recycling Initiatives	26/02/2014-19.1	Capital Expenses		291,341		189,255
30303395	Grants - Town Planning & Regional Development	26/02/2014-19.1	Operating Revenue			(425,000)	(235,745)
30302858	Marina Facilities Planning	26/02/2014-19.1	Operating Expenses		425,000		189,255
35205546	Denham Recreation Jetty Replacement	26/02/2014-19.1	Capital Expenses		2,200,000		2,389,255
35303334	Grant - Recreation Jetty Replacement Denham	26/02/2014-19.1	Capital Revenue			(2,200,000)	189,255
45403507	Grant - R4R Monkey Mia Jetty	26/02/2014-19.1	Capital Revenue			(1,750,000)	(1,560,745)
45403507	Monkey Mia Jetty Capital Works	26/02/2014-19.1	Capital Expenses		1,750,000		189,255
	Increase Transfer to Recreation Reserve	26/02/2014-19.1	Opening Surplus(Deficit)			(189,255)	0
							0
	Closing Funding Surplus (Deficit)			0	5,418,596	(5,418,596)	0

28 MAY 2014

Shire of Shark Bay
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2014

Note 6: RECEIVABLES**Receivables - Rates Receivable**

Opening Arrears Previous Years
 Levied this year
Less Collections to date
 Equals Current Outstanding

Net Rates Collectable

% Collected

YTD 30 April 2014	YTD 30 June 2013
\$	\$
6,217	12,873
1,119,537	1,010,102
(1,089,618)	(1,016,758)
36,136	6,217
36,136	6,217
96.79%	99.39%

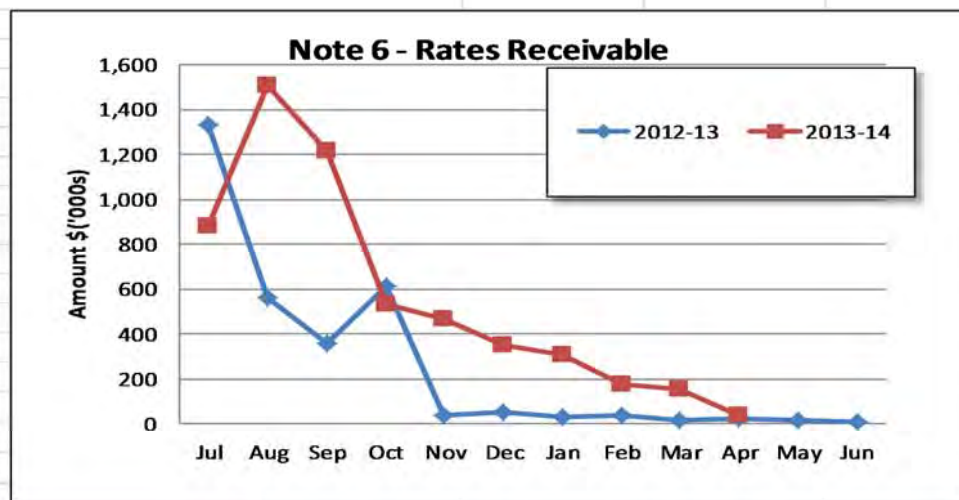
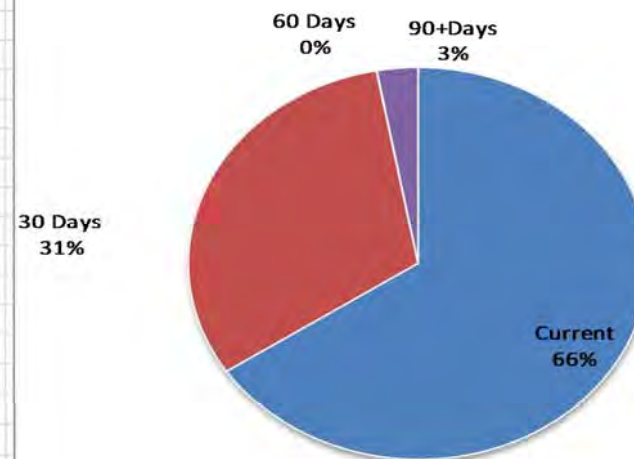
Receivables - General

Receivables - General

Total Receivables General Outstanding

Amounts shown above include GST (where applicable)

Current	30 Days	60 Days	90+Days
\$	\$	\$	\$
204,871	97,886	90	8,977
311,824			

**Note 6 - Accounts Receivable (non-rates)**

Comments/Notes - Receivables Rates

Comments/Notes - Receivables General

MINUTES OF THE ORDINARY COUNCIL MEETING

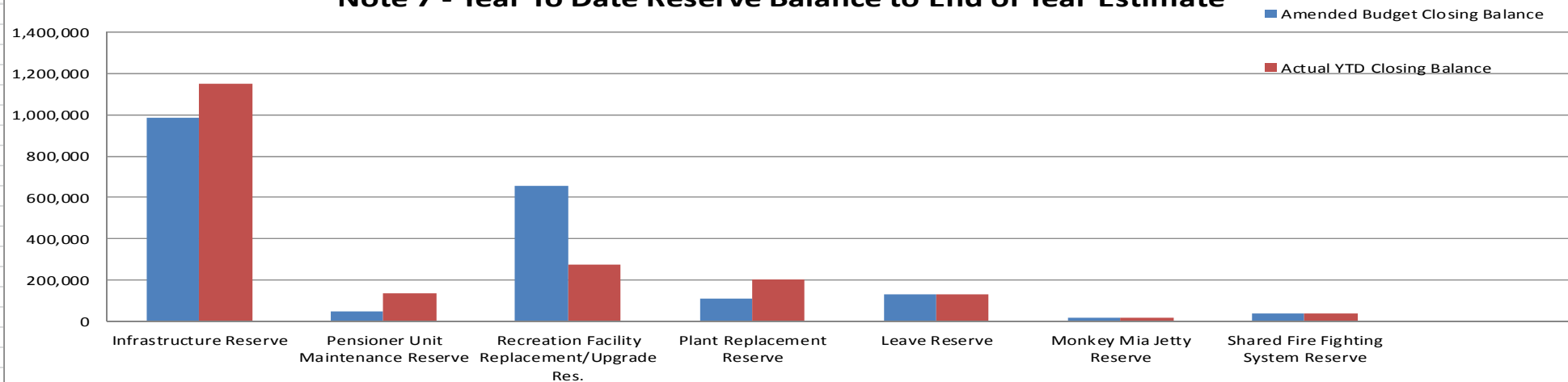
28 MAY 2014

Shire of Shark Bay
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2014

Note 7: Cash Backed Reserve

2013-14										
Name	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Transfer out Reference	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$		\$	\$
Infrastructure Reserve	1,106,067	0	42,775	80,532	0	(200,000)	0		986,599	1,148,842
Pensioner Unit Maintenance Reserve	127,230	0	7,960	7,614	0	(83,000)	0		51,844	135,190
Recreation Facility Replacement/Upgrade Reserve	266,106	0	10,291	389,903	0	0	0		656,009	276,397
Plant Replacement Reserve	194,803	0	7,534	8,340	0	(90,000)	0		113,143	202,337
Leave Reserve	125,335	0	4,767	6,696	0	0	0		132,031	130,102
Monkey Mia Jetty Reserve	18,466	0	714	790	0	0	0		19,256	19,180
Shared Fire Fighting System Reserve	35,662	0	1,379	1,527	0	0	0		37,189	37,041
	1,873,669	0	75,420	495,402	0	(373,000)	0		1,996,071	1,949,089

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



28 MAY 2014

Shire of Shark Bay								
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY								
For the Period Ended 30 April 2014								
Note 8: CAPITAL DISPOSALS AND ACQUISITIONS								
Actual YTD Profit/(Loss) of Asset Disposal					Amended Current Budget YTD 30 April 2014			
Cost	Accum Depr	Proceeds	Profit (Loss)	Disposals	Annual Budget Profit/(Loss)	Actual Profit/(Loss)	Variance	
\$	\$	\$	\$		\$	\$	\$	
58,691	(9,137)	53,864	4,310	Plant and Equipment				
				CEO Vehicle	(4,000)	4,310	8,310	
				EMFA Vehicle	(8,000)	0	8,000	
				EMTED Vehicle	(10,000)	0	10,000	
				Water Tanker	0	0	0	
150,000	(7,860)	74,000	(68,140)	Front End Loader	20,000	(68,140)	(88,140)	
				Community Bus	10,000	0	(10,000)	
38,939	(5,741)	21,136	(12,062)	Country Ute	2,000	(12,062)	(2,000)	
				Town Ute	12,000	0	(12,000)	
247,630	(22,738)	149,000	(75,892)		22,000	(75,892)	(85,830)	
Comments - Capital Disposal/Replacements								
					Amended Current Budget YTD 30 April 2014			
Summary Acquisitions								
Comments					Annual Budget	Actual	Variance	
					\$	\$	\$	
				Land and Buildings	2,480,182	1,646,430	833,752	
				Infrastructure Assets - Roads	969,682	543,069	426,613	
				Infrastructure Assets - Public Facilities	1,700,910	881,953	818,957	
				Infrastructure Assets - Footpaths	100,000	43,058	56,942	
				Infrastructure Assets - Drainage	60,000	7,330	52,670	
				Heritage Assets	25,000	20,141	4,859	
				Plant and Equipment	813,500	299,302	514,198	
				Furniture and Equipment	38,000	21,530	16,470	
				Capital Totals	6,187,274	3,462,813	(2,724,461)	

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Comments				Land and Buildings	Amended Current Budget		
					YTD 30 April 2014		
					Budget	Actual	Variance
					\$	\$	\$
				Shire Office Carpark Capital Works	50,000	0	(50,000)
				Shire Offices - Upgrade & Refurbish	0	28	28
				Emergency Services Building Site Works	100,000	79,543	(20,457)
				Emergency Services Building Construction	1,229,000	998,438	(230,562)
				Capital Works 5 Spaven Way	5,000	0	(5,000)
				Capital Works 65 Brockman St	5,000	0	(5,000)
				Capital Works 80 Durlacher St	10,000	0	(10,000)
				Capital Works 51 Durlacher St	5,000	12,025	7,025
				Construction Staff Housing Sunter Place	806,682	366,302	(440,380)
				Pensioner Units Capital Maint	15,000	16,212	1,212
				Pensioner Units Fencing	30,000	59,267	29,267
				Pensioner Units Exterior Painting	18,000	0	(18,000)
				Pensioner Units Capital Plumbing	10,000	0	(10,000)
				Pensioner Units Landscaping	10,000	0	(10,000)
				Denham Town Hall Capital Works	25,000	6,105	(18,895)
				Crc Landscaping And Car Park	20,000	36,017	16,017
				Crc Fencing	25,000	31,920	6,920
				Crc - Old Jail Restoration Plan	16,500	12,611	(3,889)
				Public Conveniences Town Oval - Capital Wo	30,000	0	(30,000)
				Sport and Recreation Centre Capital Works	50,000	16	(49,984)
				Depot Shed Resheeting	20,000	27,946	7,946
				Capital Totals	2,480,182	1,646,430	(833,752)
Comments				Infrastructure Assets - Roads	Amended Current Budget		
					YTD 30 April 2014		
					Budget	Actual	Variance (Under)Over
					\$	\$	\$
				Ocean Park Road - Country Roads	17,328	16,331	(997)
				Useless Loop Road Rrg	324,923	5,075	(319,848)
				Stella Rowley Drive Rrg	90,000	119,470	29,470
				Woodleigh/Byro Road-Rrg-(Cap)	193,066	214,846	21,780
				Hughes Street-Reseals(Capital) R2R	40,308	52,904	12,596
				Durlacher Street-Reseals (Cap) R2R	182,415	132	(182,283)
				Barnard Street - Seal R2R	102,642	126,382	23,740
				Knight Terrace- Capital Works	5,000	4,499	(501)
				Welcome Signage	14,000	3,431	(10,569)
				Capital Totals	969,682	543,069	(426,613)

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Comments				Amended Current Budget		
				YTD 30 April 2014		
				Budget	Actual	Variance (Under)Over
					\$	\$
			Refuse Site Shed	30,000	0	(30,000)
			Foreshore Bbq Facilities	8,600	0	(8,600)
			Foreshore Gazebo Re-Roofing	9,500	51	(9,449)
			Rock Wall - Capital Works	10,000	0	(10,000)
			Knight Terrace Boat Ramp	0	125	125
			Fencing - Multi Purpose Courts	30,000	18,492	(11,508)
			Sb Recreation Centre Grounds	720,000	458,611	(261,389)
			Charlie Sappie Park Capital Works	15,000	0	(15,000)
			Town Oval Shade Shelter Upgrade	6,500	11,852	5,352
			Town Oval Bore Capital	10,000	444	(9,557)
			Digital TV Upgrade	300,000	315,078	15,078
			HMAS Sydney II Memorials	82,000	62,997	(19,003)
			Monkey Mia Boat Car Park Plan	9,310	6,529	(2,781)
			Monkey Mia Jetty Capital Works	450,000	5,794	(444,206)
			Denham Commercial Jetty Capital Works	5,000	0	(5,000)
			Winch House and Jinker Capital Works	15,000	0	(15,000)
			Marina Development Planning	0	1,981	1,981
				0	0	0
			Capital Totals	1,700,910	881,953	(818,957)

Comments				Amended Current Budget		
				YTD 30 April 2014		
				Budget	Actual	Variance (Under)Over
				\$	\$	\$
			Hughes St Footpath Construction	50,000	32,866	17,134
			Footpath Construction (As Per Denham Foot	50,000	10,192	39,808
			Capital Totals	100,000	43,058	(56,942)

Comments				Amended Current Budget		
				YTD 30 April 2014		
				Budget	Actual	Variance (Under)Over
				\$	\$	\$
			Drainage/Sump Construction	30,000	7,330	(22,670)
			Foreshore Drainage Capital Works	30,000	0	(30,000)
			Capital Totals	60,000	7,330	(52,670)

Comments				Amended Current Budget		
				YTD 30 April 2014		
				Budget	Actual	Variance (Under)Over
				\$	\$	\$
			Day Care Centre Capital Works	5,000	4,630	370
			Velshedda / Galla - Capital Works	5,000	0	5,000.00
			Cape Inscription Restoration Capital	15,000	15,511	511
			Capital Totals	25,000	20,141	(4,859)

MINUTES OF THE ORDINARY COUNCIL MEETING

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Comments				Plant and Equipment	Amended Current Budget		
					YTD 30 April 2014		
					Budget	Actual	Variance (Under)Over
					\$	\$	\$
				CEO Vehicle Replacement	68,000	66,264	(1,736)
				EMFA Vehicle Replacement	48,000	0	(48,000)
				EMTED Vehicle Replacement	45,000	0	(45,000)
				Loop Ses Personnel Carrier	76,000	0	(76,000)
				Loop Ses Rescue Equipment	4,500	4,498	(2)
				Community Bus	110,000	0	(110,000)
				Depot Tools and Major Plant	15,000	4,661	(10,339)
				Country Ute Replacement	45,000	0	(45,000)
				Town Ute Replacement	44,000	0	(44,000)
				Semi Water Tanker	120,000	0	(120,000)
				Water Tanker/Trailer - Evanco 2000L	8,000	0	(8,000)
				Front-End Loader	230,000	223,879	(6,121)
				Capital Totals	813,500	299,302	(514,198)

Comments				Furniture and Equipment	Amended Current Budget		
					YTD 30 April 2014		
					Budget	Actual	Variance (Under)Over
					\$	\$	\$
				Computer Hardware Upgrade/New	5,000	4,945	(55)
				Computer Software Upgrade/New	5,000	4,074	(926)
				Office Furniture & Equipment	5,000	2,850	(2,150)
				Council Chambers Furniture and Equipment	2,000	0	(2,000)
				SBDC - Furniture & Equipment	16,000	9,050	(6,950)
				Communications Upgrade	5,000	611	(4,389)
				Capital Totals	38,000	21,530	(16,470)

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Shire of Shark Bay
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2014

Note 9: RATING INFORMATION			Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	Amended Budget Rate Revenue \$	Amended Budget Interim Rate \$	Amended Budget Back Rate \$	Amended Budget Total Revenue \$
RATE TYPE													
Differential General Rate													
GRV			8.1923	303	3,996,587	327,412	(1,961)	0	325,451	327,912	0	0	327,912
GRV - Commercial			8.1923	54	3,762,267	327,118	0	0	327,118	308,216	0	0	308,216
GRV - Industrial			8.1923	39	548,945	49,579	0	0	49,579	45,217	0	0	45,217
UV			18.4012	4	654,884	123,543	(4,174)	0	119,369	124,507	0	0	124,507
UV Mining			18.4012	12	597,632	113,606	0	0	113,606	109,971	0	0	109,971
UV Pastoral			10.1643	12	757,960	77,041	0	0	77,041	77,041	0	0	77,041
Sub-Totals				424	10,318,275	1,018,299	(6,135)	0	1,012,164	992,864	0	0	992,864
Minimum Rates			Minimum \$										
GRV			727.00	169	962,409	122,863	0	0	122,863	122,863	0	0	122,863
GRV - Commercial			727.00	26	177,274	3,635	0	0	3,635	18,902	0	0	18,902
GRV - Industrial			727.00	6	46,233	0	0	0	0	4,362	0	0	4,362
UV			727.00	5	7,193	0	0	0	0	3,635	0	0	3,635
UV Mining				5	134	0	0	0	0	3,635	0	0	3,635
Sub-Totals				211	1,193,243	126,498	0	0	126,498	153,397	0	0	153,397
UV Pastoral Concession									1,138,662				1,146,261
Concession									(53,057)				(53,057)
Amount from General Rates									(3,036)				(3,000)
Ex-Gratia Rates									1,082,569				1,090,204
Specified Area Rates									0				6,886
Totals									36,968				36,968
									1,119,537				1,134,058
Comments - Rating Information													
All land except exempt land in the Shire of Shark Bay is rated according to its Gross Rental Value (GRV) in town sites or Unimproved Value (UV) in the remainder of the Shire.													
The differential rates detailed above for the 2013/14 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.													
The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.													

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Shire of Shark Bay

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 30 April 2014

10. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-13	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual \$	Amended Budget \$	Actual \$	Amended Budget \$	Actual \$	Amended Budget \$
Loan 48 - McCleary Property	100,532		20,636	20,636	79,896	79,896	1,544	3,522
Loan 48 - McCleary Property - Shire Office	85,638		24,224	24,224	61,414	61,414	2,679	4,135
Loan 53 - Staff Housing	130,161		16,235	16,236	113,926	113,925	3,465	6,663
Loan 56 - Staff Housing	134,313		6,550	13,297	127,763	121,016	2,779	7,001
Loan 57 - Monkey Mia Bore	300,000		24,870	24,871	275,130	275,129	8,666	11,591
	750,644	0	92,515	99,264	658,129	651,380	19,132	32,912

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

No new debentures were raised during the reporting period.

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Shire of Shark Bay
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 30 April 2014

Note 11: GRANTS AND CONTRIBUTIONS

Program/Details GL	Grant Provider	Approval	2013-14 Amended Budget	Variations Additions (Deletions)	Operating	Capital	Recoup Status	
							Received	Not Received
		(Y/N)	\$	\$	\$	\$	\$	\$
GENERAL PURPOSE FUNDING								
Grants Commission - General	WALGGC	Y	753,968	0	753,968	0	550,880	203,089
Grants Commission - Roads	WALGGC	Y	194,564	0	194,564	0	145,127	49,437
LAW, ORDER, PUBLIC SAFETY								
FESA Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Serv	Y	7,160	0	7,160	0	7,160	0
Grant FESA - SES	Dept. of Fire & Emergency Serv.		23,000	0	23,000	0	23,206	(206)
FESA SES Capital Grants	Dept. of Fire & Emergency Serv	\$480K Y	560,500	0	0	560,500	301,368	259,132
Grants - Other Law, Order and Public Safety	LotteryWest & GDC \$100K	\$249K Y	349,000	0	0	349,000	0	349,000
Contribution - SES			300,000	0	0	300,000	142,625	157,375
HOUSING								
Grants - Staff Housing	Regional Development & Lands	Y	378,341	0	0	378,341	378,341	0
COMMUNITY AMENITIES								
Grants - Town Planning and Regional Development	Dept. Regional Development	Y	75,000	0	75,000	0	0	75,000
RECREATION AND CULTURE								
Denham Hall Hire - Contra	Shire of Shark Bay		4,000	0	4,000	0	0	4,000
Grants - Public Facilities	Country Local Govt. Fund	Y	54,832	0	0	54,832	54,832	0
Grants - Recreation and Culture	LotteryWest	Y	376,500	0	0	376,500	300,000	76,500
Walk Trail Grant Funding	LotteryWest	N	1,500	0	1,500	0	0	1,500
Contributions & Donations Sport and Recreation	LotteryWest	Y	500,000	0	0	500,000	348,083	151,917
Grants - Youth Activities	Dept. of Communities	Y	1,000	0	1,000	0	1,000	0
TRANSPORT								
Road Preservation Grant	State Initiative	Y	77,741	0	77,741	0	77,741	0
Useless Loop Road - Mtce	Main Roads WA	Y	314,000	0	314,000	0	0	314,000
Contributions - Road Projects	Ocean Park	Y	0	7,000	7,000	0	7,000	0
Roads To Recovery Grant - Cap	Roads to Recovery	Y	192,071	0	0	192,071	75,575	116,496
RRG Grants - Capital Projects	Regional Road Group	Y	335,115	0	0	335,115	552,012	(216,897)
Grant - RBFS MM Boat Ramp Facilities	Dept. of Transport	Y	123,718	0	0	123,718	78,718	45,000
Grant - R4R Monkey Mia Jetty	Dept. of Regional Development	Y	250,000	0	0	250,000	246,111	3,889
ECONOMIC SERVICES								
Contributions-Seniors Projects	Council of the Aged WA	Y	500	500	1,000	0	1,000	0
Contribution - Monkey Mia Res			48,500	0	48,500	0	0	48,500
Festivals / Events - Other Grants	Various		0	4,000	4,000	0	4,000	0
Grants - Tourism and Area Promotion	Royalties for Regions	Y	300,000	0	0	300,000	300,000	0
TOTALS			5,221,010	11,500	1,512,433	3,720,077	3,594,779	1,637,731
Operating	Operating		1,512,433				817,114	
Non-Operating	Non-operating		3,720,077				2,777,665	
			<u>5,232,510</u>				<u>3,594,779</u>	

Confirmed at the Ordinary Meeting of Council held on the 25 June 2014 – Signed by the President Cr C Cowell _____

28 MAY 2014

Shire of Shark Bay**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY****For the Period Ended 30 April 2014****Note 12: TRUST FUND**

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

Description	Opening Balance 1-Jul-13	Amount Received	Amount Paid	Closing Balance 30-Apr-14
	\$	\$	\$	\$
Shark Bay Aerobics Group	141	0	0	141
Hall Bond - Expense	0	270	(270)	0
Election Deposits	0	320	(320)	0
BCITF Levy	0	3,002	(2,562)	440
Library Card Bond	200	350	(450)	100
Bond Marina Facilities	4,305	168	0	4,473
Kerb/Footpath Deposit	2,700	3,500	0	6,200
Building Completion Bond	71,955	2,665	(3,820)	70,800
Denham Youth Group	1,378	1,114	(1,378)	1,114
Bond Key	2,350	1,440	(2,100)	1,690
Man in the Biosphere	701	0	0	701
Police Licensing	5,531	205,450	(207,330)	3,651
Public Open Space	0	0	0	0
Clearing Account	2,364	148	(2,512)	(0)
Len Thompson Trust	800	0	0	800
Community Bus	2,100	600	(1,800)	900
Policeman's Ball	750	0	(750)	0
Community Chest	6,750	263	(7,013)	0
Building License Levy	0	1,705	(1,484)	221
Fundraising Collection	170	0	0	170
Marquee Deposit	700	1,400	(2,100)	0
Public Open Space Trust Reserve	0	0	0	0
Hillside Residential Dual Use Path	0	0	0	0
Tour Sales	0	222,127	(222,717)	(590)
Bookeasy Sales	0	94,396	(95,292)	(896)
Unspecified Trust Items	0	0	(1,062)	(1,062)
				0
	102,895	538,918	(552,960)	88,853

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Shire of Shark Bay

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

For the Period Ended 30 April 2014

Note 13: MAJOR VARIANCES

Comments/Reason for Variance

13.1 OPERATING REVENUES

13.1.1 GOVERNANCE

Insurance Reimbursement for assessed wages in 2012/13.

13.1.2 GENERAL PURPOSE FUNDING

Awaiting Financial Assistance Grants of \$250,000

13.1.3 LAW, ORDER AND PUBLIC SAFETY

Increase in fines and dog registration fees and receipt of full SES grant.

13.1.4 HEALTH

Miscellaneous health licence fees received when required.

13.1.5 HOUSING

Reduced income from pensioner rentals and miscellaneous fees.

13.1.6 COMMUNITY AMENITIES

Town Planning grant for \$75,000 yet to be received.

13.1.7 RECREATION AND CULTURE

No Reportable Variance

13.1.8 TRANSPORT

Funding for Useless Loop Road still to be received.

13.1.9 ECONOMIC SERVICES

Reimbursements for Main Roads work yet to be received

13.1.10 OTHER PROPERTY AND SERVICES

Miscellaneous reimbursements

13.2 OPERATING EXPENSE

13.2.1 GOVERNANCE

No Reportable Variance

13.2.2 GENERAL PURPOSE FUNDING

Governance overheads lower than expected.

13.2.3 LAW, ORDER AND PUBLIC SAFETY

Over expenditure for SES which will be recovered at acquittal and higher level of depreciation than budgeted.

13.2.4 HEALTH

Consultant charges not yet received and less mosquito fogging due to dry weather.

13.2.5 HOUSING

Reduced maintenance done on staff housing and pensioner units due to emphasis on capital improvements.

13.2.6 COMMUNITY AMENITIES

Plans and strategies yet to be completed

13.2.7 RECREATION AND CULTURE

These savings are made up of miscellaneous minor underexpenditure in all areas.

13.2.8 TRANSPORT

Maintenance of country roads to be completed

13.2.9 ECONOMIC SERVICES

Main Roads private works to be finalised.

13.2.10 OTHER PROPERTY AND SERVICES

Under recovery of overheads - to be corrected

28 MAY 2014

13.3 CAPITAL REVENUE

13.3.1 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Grants still to be received as per note 11.

13.3.2 PROCEEDS FROM DISPOSAL OF ASSETS

Sale of assets to be undertaken

13.3.3 PROCEEDS FROM NEW DEBENTURES

Not applicable

13.3.4 PROCEEDS FROM SALE OF INVESTMENT

Not applicable

13.3.5 PROCEEDS FROM ADVANCES

Not applicable

13.3.6 SELF-SUPPORTING LOAN PRINCIPAL

Not applicable

13.3.7 TRANSFER FROM RESERVES (RESTRICTED ASSETS)

Not applicable

13.4 CAPITAL EXPENSES

13.4.1 LAND HELD FOR RESALE

Not applicable

13.4.2 LAND AND BUILDINGS

Finalisation of the staff housing and emergency services building will bring this item on budget.

13.4.3 PLANT AND EQUIPMENT

Planned replacement of plant and equipment will continue to June

13.4.4 FURNITURE AND EQUIPMENT

Minor purchases remaining - this item will be underspent.

13.4.5 INFRASTRUCTURE ASSETS - ROADS

Projects progressing

13.4.6 INFRASTRUCTURE ASSETS - OTHER

Project progressing however some will be carried over into 2014/15.

13.4.7 PURCHASES OF INVESTMENT

Not applicable

13.4.8 REPAYMENT OF DEBENTURES

No Reportable Variance

13.4.9 ADVANCES TO COMMUNITY GROUPS

Not applicable

13.4.10 TRANSFER TO RESERVES (RESTRICTED ASSETS)

Transfers will occur at year end.

13.4.11 TRANSFER FROM RESERVES (RESTRICTED ASSETS)

No Reportable Variance

13.5 OTHER ITEMS

13.5.1 RATE REVENUE

Rate revenue for minimum rates lower than expected.

13.5.2 OPENING FUNDING SURPLUS(DEFICIT)

As per amended budget

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Shire of Shark Bay

Detailed Schedules to 30 April 2014

Program	Description	Annual Budget	YTD Budget	YTD Actual	Variance % YTD Actual/YTD Budget
Governance					
Administration Other					
Operating Income	Operating Statement				
	User Fees & Charges	100	80	360	350%
	Other Revenue	13,460	12,517	36,782	194%
	Profit on Sale of Assets	0	0	4309.78	0
	Operating Statement Total	13,560	12,597	41,452	229%
Operating Income Total		13,560	12,597	41,452	229%
Operating Expenditure	Operating Statement				
	Employment Costs	(703,581)	(589,212)	(478,468)	-19%
	Materials & Contracts	(180,490)	(151,730)	(185,392)	22%
	Depreciation Of Assets	(53,876)	(44,890)	(50,120)	12%
	Insurance	(13,798)	(13,797)	(14,156)	3%
	Interest On Financing Costs	(17,799)	(8,322)	(8,923)	7%
	Loss On Sale Of Assets	(22,000)	(22,000)	0	-100%
	Other Expenses	(10,500)	(8,750)	(9,786)	12%
	Plant & Overhead Costs	(11,250)	(9,380)	(8,376)	-11%
	Utility Charges	(11,000)	(8,733)	(15,771)	81%
	Activity Based Distribution	998,593	832,160	721,983	-13%
	Operating Statement Total	(25,701)	(24,654)	(49,009)	99%
Operating Expenditure Total		(25,701)	(24,654)	(49,009)	99%
Capital Expenditure	Buildings				
	Employment Costs	(12,144)	(10,120)	0	-100%
	Materials & Contracts	(25,711)	(21,430)	0	-100%
	Plant & Overhead Costs	(12,145)	(10,120)	(28)	-100%
	Buildings Total	(50,000)	(41,670)	(28)	-100%
	Furniture & Office Equip.				
	Materials & Contracts	(17,000)	(14,180)	(11,871)	-16%
	Furniture & Office Equip. Total	(17,000)	(14,180)	(11,871)	-16%
	Plant , Equip. & Vehicles				
	Materials & Contracts	(161,000)	(93,000)	(66,264)	-29%
	Plant , Equip. & Vehicles Total	(161,000)	(93,000)	(66,264)	-29%
Capital Expenditure Total		(228,000)	(148,850)	(78,163)	-47%
Members Of Council					
Operating Income	Operating Statement				
	Other Revenue	500	(395)	1,605	-506%
	Operating Statement Total	500	(395)	1,605	-506%
Operating Income Total		500	(395)	1,605	-506%
Operating Expenditure	Operating Statement				
	Employment Costs	(860)	(720)	0	-100%
	Materials & Contracts	(116,720)	(97,280)	(99,391)	2%
	Depreciation Of Assets	0	0	(100)	0%
	Insurance	(5,207)	(5,207)	(3,299)	-37%
	Other Expenses	(85,875)	(72,550)	(64,728)	-11%
	Plant & Overhead Costs	(120)	(100)	0	-100%
	Activity Based Distribution	(108,506)	(90,420)	(77,758)	-14%
	Operating Statement Total	(317,288)	(266,277)	(245,276)	-8%
Operating Expenditure Total		(317,288)	(266,277)	(245,276)	-8%
Governance Total		(556,929)	(426,578)	(329,389)	-23%

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

General Purpose Funding					
Rates					
Operating Income	Operating Statement				
	Interest Earned	5,000	4,170	3,161	-24%
	Rates	1,134,058	1,126,894	1,126,816	-0.01%
	User Fees & Charges	3,100	2,680	4,410	65%
	Operating Statement Total	1,142,158	1,133,744	1,134,387	0.06%
Operating Income Total		1,142,158	1,133,744	1,134,387	0.06%
Operating Expenditure					
	Materials & Contracts	(4,500)	(3,740)	(4,180)	12%
	Activity Based Distribution	(40,097)	(33,410)	(28,824)	-14%
	Operating Statement Total	(44,597)	(37,150)	(33,004)	-11%
Operating Expenditure Total		(44,597)	(37,150)	(33,004)	-11%
General Purpose Income					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	948,532	711,399	696,007	-2%
	Operating Statement Total	948,532	711,399	696,007	-2%
Operating Income Total		948,532	711,399	696,007	-2%
Interest On Investments					
Operating Income	Operating Statement				
	Interest Earned	141,261	103,166	93,255	-10%
	Operating Statement Total	141,261	103,166	93,255	-10%
Operating Income Total		141,261	103,166	93,255	-10%
Other General Purpose Income					
Operating Income	Operating Statement				
	User Fees & Charges	200	199	244	23%
	Other Revenue	22,100	15,503	17,955	16%
	Operating Statement Total	22,300	15,702	18,199	16%
Operating Income Total		22,300	15,702	18,199	16%
Operating Expenditure					
	Materials & Contracts	(400)	(330)	0	-100%
	Utility Charges	0	0	(318)	0%
	Activity Based Distribution	(57,281)	(47,730)	(41,199)	-14%
	Operating Statement Total	(57,681)	(48,060)	(41,517)	-14%
Operating Expenditure Total		(57,681)	(48,060)	(41,517)	-14%
General Purpose Funding Total		2,151,973	1,878,801	1,867,330	-1%
Law, Order And Public Safety					
Animal Control					
Operating Income	Operating Statement				
	User Fees & Charges	3,100	2,567	3,662	43%
	Operating Statement Total	3,100	2,567	3,662	43%
Operating Income Total		3,100	2,567	3,662	43%
Operating Expenditure					
	Employment Costs	(810)	(680)	(5,501)	709%
	Materials & Contracts	(8,220)	(7,860)	(1,156)	-85%
	Plant & Overhead Costs	(70)	(60)	(27)	-55%
	Activity Based Distribution	(16,039)	(13,370)	(11,559)	-14%
	Operating Statement Total	(25,139)	(21,970)	(18,244)	-17%
Operating Expenditure Total		(25,139)	(21,970)	(18,244)	-17%

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Fire Prevention					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	7,160	5,370	7,160	33%
	Other Revenue	500	500	0	-100%
	Operating Statement Total	7,660	5,870	7,160	22%
Operating Income Total		7,660	5,870	7,160	22%
Operating Expenditure	Operating Statement				
	Employment Costs	(3,694)	(3,080)	(2,895)	-6%
	Materials & Contracts	(5,866)	(4,880)	0	-100%
	Depreciation Of Assets	0	0	(516)	0%
	Insurance	(3,000)	(3,000)	(3,000)	0%
	Plant & Overhead Costs	(2,100)	(1,750)	(3,049)	74%
	Activity Based Distribution	(16,039)	(13,370)	(11,559)	-14%
	Operating Statement Total	(30,699)	(26,080)	(21,019)	-19%
Operating Expenditure Total		(30,699)	(26,080)	(21,019)	-19%
Other Law,Order&Public Safety					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	23,000	17,250	23,306	35%
	User Fees & Charges	500	500	1,973	295%
	Other Revenue	2,000	1,670	2,252	35%
	Operating Statement Total	25,500	19,420	27,531	42%
Operating Income Total		25,500	19,420	27,531	42%
Operating Expenditure	Operating Statement				
	Employment Costs	(49,946)	(42,740)	(47,392)	11%
	Materials & Contracts	(40,171)	(23,910)	(17,354)	-27%
	Depreciation Of Assets	(28,322)	(23,600)	(18,278)	-23%
	Insurance	(1,703)	(1,704)	(2,249)	32%
	Other Expenses	0	0	(20,710)	0%
	Plant & Overhead Costs	(21,500)	(18,750)	(28,178)	50%
	Utility Charges	(1,200)	(1,000)	(519)	-48%
	Activity Based Distribution	(19,476)	(16,230)	(14,005)	-14%
	Operating Statement Total	(162,318)	(127,934)	(148,685)	16%
Operating Expenditure Total		(162,318)	(127,934)	(148,685)	16%
Capital Revenue	Operating Statement				
	Non Operating Grants, Subsidies	1,209,500	1,007,875	443,630	-56%
	Operating Statement Total	1,209,500	1,007,875	443,630	-56%
Capital Revenue Total		1,209,500	1,007,875	443,630	-56%
Capital Expenditure	Buildings				
	Employment Costs	(48,074)	(48,074)	(43,722)	-9%
	Materials & Contracts	(1,269,926)	(1,269,926)	(954,671)	-25%
	Plant & Overhead Costs	(11,000)	(11,000)	(35,815)	226%
	Utility Charges	0	0	(43,773)	0%
	Buildings Total	(1,329,000)	(1,329,000)	(943,565)	-29%
	Plant , Equip. & Vehicles				
	Materials & Contracts	(80,500)	0	(4,498)	0%
	Plant , Equip. & Vehicles Total	(80,500)	0	0	0%
Capital Expenditure Total		(1,409,500)	(1,329,000)	(1,082,479)	-19%

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Law, Order And Public Safety Total		(381,896)	(469,252)	(788,543)	68%
Health					
Health Inspection					
Operating Income	Operating Statement				
	User Fees & Charges	1,950	1,610	977	-39%
	Operating Statement Total	1,950	1,610	977	-39%
Operating Income Total		1,950	1,610	977	-39%
Operating Expenditure					
	Materials & Contracts	(44,500)	(37,090)	(20,031)	-46%
	Activity Based Distribution	4,312	3,590	(2,894)	-181%
	Operating Statement Total	(40,188)	(33,500)	(22,925)	-32%
Operating Expenditure Total		(40,188)	(33,500)	(22,925)	-32%
Other Health					
Operating Expenditure	Operating Statement				
	Materials & Contracts	(5,750)	(4,790)	(4,450)	-7%
	Other Expenses	(280)	(230)	(270)	17%
	Activity Based Distribution	(10,311)	(8,590)	(7,410)	-14%
	Operating Statement Total	(16,341)	(13,610)	(12,130)	-11%
Operating Expenditure Total		(16,341)	(13,610)	(12,130)	-11%
Preventative Services					
Operating Expenditure	Operating Statement				
	Employment Costs	(1,922)	(1,600)	(220)	-86%
	Materials & Contracts	(4,128)	(3,440)	(425)	-88%
	Plant & Overhead Costs	(450)	(380)	0	-100%
	Operating Statement Total	(6,500)	(5,420)	(646)	-88%
Operating Expenditure Total		(6,500)	(5,420)	(646)	-88%
Health Total		(61,079)	(50,920)	(34,724)	-32%
Housing					
Pensioner Units					
Operating Income	Operating Statement				
	User Fees & Charges	74,360	62,010	60,070	-3%
	Operating Statement Total	74,360	62,010	60,070	-3%
Operating Income Total		74,360	62,010	60,070	-3%
Operating Expenditure					
	Employment Costs	(11,682)	(9,700)	(6,646)	-31%
	Materials & Contracts	(18,063)	(15,715)	(19,088)	21%
	Depreciation Of Assets	(10,210)	(8,510)	(8,170)	-4%
	Insurance	(4,205)	(4,204)	(4,626)	10%
	Plant & Overhead Costs	(1,060)	(880)	(1,430)	63%
	Utility Charges	(17,495)	(16,951)	(11,860)	-30%
	Activity Based Distribution	(38,213)	(31,840)	(27,394)	-14%
	Operating Statement Total	(100,928)	(87,800)	(79,214)	-10%
Operating Expenditure Total		(100,928)	(87,800)	(79,214)	-10%
Capital Expenditure					
	Buildings				
	Employment Costs	0	0	(694)	0%
	Materials & Contracts	(83,000)	(83,000)	(74,427)	-10%
	Plant & Overhead Costs	0	0	(357)	0%
	Buildings Total	(83,000)	(83,000)	(75,478)	-9%
Capital Expenditure Total		(83,000)	(83,000)	(75,478)	-9%

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Staff Housing					
Operating Income	Operating Statement				
	User Fees & Charges	9,450	7,769	8,031	3%
	Other Revenue	3,000	2,250	0	-100%
	Operating Statement Total	12,450	10,019	8,031	-20%
Operating Income Total		12,450	10,019	8,031	-20%
Operating Expenditure					
	Employment Costs	(2,224)	(1,840)	(1,606)	-13%
	Materials & Contracts	(51,836)	(43,258)	(33,508)	-23%
	Insurance	(3,382)	(3,382)	(2,288)	-32%
	Plant & Overhead Costs	(360)	(320)	(203)	-37%
	Utility Charges	(7,950)	(6,427)	(1,677)	-74%
	Activity Based Distribution	48,302	40,250	31,250	-22%
	Operating Statement Total	(17,450)	(14,977)	(8,031)	-46%
Operating Expenditure Total		(17,450)	(14,977)	(8,031)	-46%
Capital Revenue					
	Non Operating Grants, Subsidies	378,341	378,341	378,341	0%
	Operating Statement Total	378,341	378,341	378,341	0%
Capital Revenue Total		378,341	378,341	378,341	0%
Capital Expenditure					
	Buildings				
	Employment Costs	(6,072)	(6,068)	(13,121)	116%
	Materials & Contracts	(821,855)	(821,852)	(362,697)	-56%
	Plant & Overhead Costs	(3,755)	(3,756)	(2,511)	-33%
	Buildings Total	(831,682)	(831,676)	(378,329)	-55%
Capital Expenditure Total		(831,682)	(831,676)	(378,329)	-55%
Housing Total		(567,909)	(566,833)	(94,610)	-83%
Community Amenities					
Sanitation - Household Refuse					
Operating Income	Operating Statement				
	User Fees & Charges	158,456	158,456	158,286	-0.11%
	Operating Statement Total	158,456	158,456	158,286	-0.11%
Operating Income Total		158,456	158,456	158,286	-0.11%
Operating Expenditure					
	Employment Costs	(112,140)	(90,430)	(96,769)	7%
	Materials & Contracts	(58,922)	(49,090)	(39,923)	-19%
	Depreciation Of Assets	(23,041)	(19,200)	(3,526)	-82%
	Plant & Overhead Costs	(50,800)	(42,340)	(29,436)	-30%
	Utility Charges	0	0	(166)	0%
	Activity Based Distribution	(26,349)	(21,960)	(18,969)	-14%
	Operating Statement Total	(271,252)	(223,020)	(188,789)	-15%
Operating Expenditure Total		(271,252)	(223,020)	(188,789)	-15%
Capital Expenditure					
	Public Facilities				
	Employment Costs	(1,922)	(1,498)	0	-100%
	Materials & Contracts	(26,154)	(20,342)	0	-100%
	Plant & Overhead Costs	(1,924)	(1,498)	0	-100%
	Public Facilities Total	(30,000)	(23,338)	0	-100%
Capital Expenditure Total		(30,000)	(23,338)	0	-100%

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Other Community Amenities					
Operating Income	Operating Statement				
	User Fees & Charges	2,200	1,830	735	-59.81%
	Operating Statement Total	2,200	1,830	735	-59.81%
Operating Income Total		2,200	1,830	735	-59.81%
Operating Expenditure					
	Employment Costs	(9,313)	(7,750)	(7,163)	-8%
	Materials & Contracts	(41,719)	(34,770)	(29,327)	-16%
	Depreciation Of Assets	(20,409)	(17,000)	(16,998)	-0.01%
	Insurance	(393)	(392)	(393)	0.26%
	Plant & Overhead Costs	(1,500)	(1,250)	(1,230)	-1.60%
	Utility Charges	(2,500)	(1,081)	(3,109)	188%
	Activity Based Distribution	(24,465)	(20,390)	(17,465)	-14.35%
	Operating Statement Total	(100,300)	(82,633)	(75,685)	-8.41%
Operating Expenditure Total		(100,300)	(82,633)	(75,685)	-8.41%
Capital Expenditure					
	Materials & Contracts	0	0	0	0
	Buildings Total	0	0	0	0
Capital Expenditure Total		0	0	0	0
Sanitation Other					
Operating Income	Operating Statement				
	User Fees & Charges	79,800	66,500	73,293	10.22%
	Other Revenue	200	37	0	-100.00%
	Operating Statement Total	80,000	66,537	73,293	10.15%
Operating Income Total		80,000	66,537	73,293	10.15%
Operating Expenditure					
	Employment Costs	(2,226)	(1,860)	(1,331)	-28%
	Materials & Contracts	(28,824)	(24,020)	(16,575)	-31%
	Depreciation Of Assets	(895)	(750)	(745)	-1%
	Insurance	(342)	(342)	(342)	0
	Plant & Overhead Costs	(500)	(420)	(297)	-29%
	Activity Based Distribution	(31,416)	(26,180)	(22,213)	-15%
	Operating Statement Total	(64,203)	(53,572)	(41,503)	-23%
Operating Expenditure Total		(64,203)	(53,572)	(41,503)	-23%
Town Planning&Regional Develop					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	75,000	75,000	0	-100.00%
	User Fees & Charges	12,650	10,530	12,604	19.70%
	Operating Statement Total	87,650	85,530	12,604	-85.26%
Operating Income Total		87,650	85,530	12,604	-85.26%
Operating Expenditure					
	Materials & Contracts	(572,150)	(476,780)	(242,009)	-49%
	Other Expenses	(500)	(420)	0	-100%
	Activity Based Distribution	(46,640)	(38,870)	(33,299)	-14%
	Operating Statement Total	(619,290)	(516,070)	(275,308)	-47%
Operating Expenditure Total		(619,290)	(516,070)	(275,308)	-47%
Community Amenities Total		(756,739)	(586,280)	(336,368)	-43%

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Recreation And Culture					
Foreshore					
Operating Expenditure	Operating Statement				
	Employment Costs	(16,550)	(13,800)	(6,193)	-55%
	Materials & Contracts	(102,705)	(85,590)	(80,061)	-6%
	Depreciation Of Assets	(39,802)	(33,170)	(8,252)	-75%
	Insurance	(2,420)	(2,420)	(2,898)	20%
	Plant & Overhead Costs	(8,675)	(7,230)	(4,074)	-44%
	Utility Charges	(10,350)	(6,825)	(7,293)	7%
	Activity Based Distribution	(27,902)	(23,250)	(19,984)	-14%
	Operating Statement Total	(208,405)	(172,285)	(128,755)	-25%
Operating Expenditure Total		(208,405)	(172,285)	(128,755)	-25%
Capital Revenue					
	Non Operating Grants, Subsidies	54,832	54,832	54,832	0.00%
	Operating Statement Total	54,832	54,832	54,832	0.00%
Capital Revenue Total		54,832	54,832	54,832	0.00%
Capital Expenditure					
	Buildings				
	Employment Costs	0	0	75	0%
	Materials & Contracts	0	0	(75)	0%
	Buildings Total	0	0	0	0
	Public Facilities				
	Employment Costs	(4,858)	(3,506)	24	-101%
	Materials & Contracts	(16,932)	(16,780)	(200)	-99%
	Plant & Overhead Costs	(6,310)	(4,478)	0	-100%
	Public Facilities Total	(28,100)	(24,764)	(176)	-99%
Capital Expenditure Total		(28,100)	(24,764)	(176)	-99%
Libraries					
Operating Income	Operating Statement				
	User Fees & Charges	100	80	90	11.94%
	Other Revenue	600	600	519	-13.47%
	Operating Statement Total	700	680	609	-10.48%
Operating Income Total		700	680	609	-10.48%
Operating Expenditure					
	Materials & Contracts	(5,750)	(4,790)	(5,549)	16%
	Insurance	(70)	(70)	(70)	0%
	Utility Charges	0	0	(326)	0%
	Activity Based Distribution	(49,262)	(41,050)	(35,419)	-14%
	Operating Statement Total	(55,082)	(45,910)	(41,364)	-10%
Operating Expenditure Total		(55,082)	(45,910)	(41,364)	-10%
Museum					
Operating Expenditure	Operating Statement				
	Depreciation Of Assets	(729)	(610)	(357)	-41%
	Insurance	(138)	(138)	(138)	0%
	Activity Based Distribution	(11,456)	(9,550)	(8,225)	-14%
	Operating Statement Total	(12,323)	(10,298)	(8,720)	-15%
Operating Expenditure Total		(12,323)	(10,298)	(8,720)	-15%
Capital Expenditure					
	Materials & Contracts	(15,000)	(15,000)	(15,511)	3%
	Heritage Assets Total	(15,000)	(15,000)	(15,511)	3%
Capital Expenditure Total		(15,000)	(15,000)	(15,511)	3%

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Other Culture					
Operating Expenditure	Operating Statement				
	Employment Costs	(3,036)	(3,036)	(3,891)	28%
	Materials & Contracts	(26,884)	(23,314)	(11,996)	-49%
	Depreciation Of Assets	(27,055)	(22,550)	(21,534)	-5%
	Insurance	(950)	(950)	(900)	-5%
	Plant & Overhead Costs	(500)	(500)	(299)	-40%
	Utility Charges	(500)	(420)	(226)	-46%
	Operating Statement Total	(58,925)	(50,770)	(38,846)	-23%
Operating Expenditure Total		(58,925)	(50,770)	(38,846)	-23%
Capital Expenditure					
	Heritage Assets				
	Employment Costs	(1,012)	0	0	0%
	Materials & Contracts	(3,888)	0	0	0%
	Plant & Overhead Costs	(100)	0	0	0%
	Heritage Assets Total	(5,000)	0	0	0%
	Public Facilities				
	Employment Costs	0	0	(14,035)	0%
	Materials & Contracts	(82,000)	(82,000)	(47,877)	-42%
	Plant & Overhead Costs	0	0	(1,085)	0%
	Public Facilities Total	(82,000)	(82,000)	(62,997)	-23%
Capital Expenditure Total		(87,000)	(82,000)	(62,997)	-23%
Other Recreation & Sport					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	1,500	1,250	0	-100.00%
	User Fees & Charges	28,700	23,910	14,052	-41.23%
	Other Revenue	100	80	0	-100.00%
	Operating Statement Total	30,300	25,240	14,052	-44.33%
Operating Income Total		30,300	25,240	14,052	-44.33%
Operating Expenditure					
	Operating Statement				
	Employment Costs	(88,303)	(75,160)	(56,993)	-24%
	Materials & Contracts	(121,336)	(101,120)	(105,056)	4%
	Depreciation Of Assets	(56,305)	(46,910)	(43,003)	-8%
	Insurance	(3,533)	(3,533)	(2,943)	-17%
	Other Expenses	(10,000)	(8,330)	(6,055)	-27%
	Plant & Overhead Costs	(20,640)	(17,210)	(14,661)	-15%
	Utility Charges	(17,800)	(16,846)	(9,914)	-41%
	Activity Based Distribution	(40,504)	(33,750)	(29,024)	-14%
	Operating Statement Total	(358,421)	(302,859)	(267,649)	-12%
Operating Expenditure Total		(358,421)	(302,859)	(267,649)	-12%
Capital Revenue					
	Operating Statement				
	Non Operating Grants, Subsidies	876,500	705,392	648,083	-8.12%
	Operating Statement Total	876,500	705,392	648,083	-8.12%
Capital Revenue Total		876,500	705,392	648,093	-8.12%
Capital Expenditure					
	Buildings				
	Materials & Contracts	(80,000)	(74,998)	0	-100.00%
	Buildings Total	(80,000)	(74,998)	0	-100.00%
	Plant , Equip. & Vehicles				
	Materials & Contracts	(110,000)	0	0	0%
	Plant , Equip. & Vehicles Total	(110,000)	0	0	0%
	Public Facilities				
	Employment Costs	(100,297)	(84,268)	(102,717)	21.89%
	Materials & Contracts	(658,253)	(547,992)	(367,290)	-32.98%
	Plant & Overhead Costs	(22,950)	(19,280)	(19,391)	0.58%
	Public Facilities Total	(781,500)	(726,538)	(489,398)	-32.64%
Capital Expenditure Total		(971,500)	(726,538)	(489,398)	-32.64%

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Public Hall & Civic Centres					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	4,000	3,330	0	-100.00%
	User Fees & Charges	7,100	5,910	2,832	-52.08%
	Other Revenue	1,500	1,250	773	-38.18%
	Operating Statement Total	12,600	10,490	3,605	-65.64%
Operating Income Total		12,600	10,490	3,605	-65.63%
Operating Expenditure					
	Operating Statement				
	Employment Costs	(7,340)	(6,120)	(7,020)	15%
	Materials & Contracts	(19,200)	(16,000)	(15,578)	-3%
	Depreciation Of Assets	(122,253)	(101,880)	(98,560)	-3%
	Insurance	(13,749)	(13,748)	(13,770)	0.16%
	Other Expenses	(4,000)	(3,330)	0	-100.00%
	Plant & Overhead Costs	(1,020)	(850)	(1,101)	30%
	Utility Charges	(7,700)	(6,580)	(2,668)	-59%
	Activity Based Distribution	(27,902)	(23,250)	(19,984)	-14%
	Operating Statement Total	(203,164)	(171,758)	(158,681)	-8%
Operating Expenditure Total		(203,164)	(171,758)	(158,681)	-8%
Capital Revenue					
	Operating Statement				
	Non Operating Grants, Subsidies	0	0	0	0
	Operating Statement Total	0	0	0	0
Capital Revenue Total		0	0	0	0
Capital Expenditure					
	Buildings				
	Employment Costs	(16,193)	(16,193)	(28,051)	73%
	Materials & Contracts	(63,235)	(63,235)	(58,875)	-7%
	Plant & Overhead Costs	(12,072)	(12,072)	(4,374)	-64%
	Buildings Total	(91,500)	(91,500)	(91,300)	0%
Capital Expenditure Total		(91,500)	(91,500)	(91,300)	0%
Tv & Radio Re-Broadcasting					
Operating Expenditure	Operating Statement				
	Employment Costs	0	0	(1,101)	0%
	Materials & Contracts	(7,500)	(6,250)	(2,864)	-54%
	Depreciation Of Assets	(6,000)	(5,000)	0	-100%
	Insurance	(279)	(280)	(279)	0%
	Plant & Overhead Costs	0	0	(37)	0%
	Activity Based Distribution	(14,893)	(12,410)	(10,670)	-14%
	Operating Statement Total	(28,672)	(23,940)	(14,951)	-38%
Operating Expenditure Total		(28,672)	(23,940)	(14,951)	-38%
Capital Expenditure					
	Public Facilities				
	Employment Costs	0	0	(14,246)	0%
	Materials & Contracts	(300,000)	(300,000)	(300,486)	0.2%
	Plant & Overhead Costs	0	0	(347)	0%
	Public Facilities Total	(300,000)	(300,000)	(315,079)	5.0%
Capital Expenditure Total		(300,000)	(300,000)	(315,079)	5.0%

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World Heritage					
Operating Income	Operating Statement				
	User Fees & Charges	150,000	125,000	142,670	14.14%
	Other Revenue	45,700	39,527	37,753	-4.49%
	Operating Statement Total	195,700	148,199	154,619	6,420
Operating Income Total		195,700	148,199	154,619	6,420
Operating Expenditure					
	Operating Statement				
	Employment Costs	(240,650)	(201,551)	(168,603)	-16%
	Materials & Contracts	(147,646)	(123,050)	(169,409)	38%
	Depreciation Of Assets	(240,030)	(200,020)	(193,726)	-3%
	Insurance	(17,345)	(17,344)	(17,345)	0%
	Other Expenses	0	0	(1,334)	0%
	Plant & Overhead Costs	(550)	(460)	(361)	-22%
	Utility Charges	(33,800)	(28,170)	(24,711)	-12%
	Activity Based Distribution	(29,786)	(24,820)	(21,414)	-14%
	Operating Statement Total	(709,807)	(595,415)	(596,903)	0.25%
Operating Expenditure Total		(709,807)	(595,415)	(596,903)	0.25%
Capital Expenditure					
	Furniture & Office Equip.				
	Materials & Contracts	(16,000)	(16,000)	(9,050)	-43%
	Furniture & Office Equip. Total	(16,000)	(16,000)	(9,050)	-43%
Capital Expenditure Total		(16,000)	(16,000)	(9,050)	-43%
Youth Recreation					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	1,000	830	1,000	20.48%
	Operating Statement Total	1,000	830	1,000	20.48%
Operating Income Total		1,000	830	1,000	20.48%
Operating Expenditure					
	Operating Statement				
	Materials & Contracts	(9,500)	(7,920)	(1,002)	-87%
	Operating Statement Total	(9,500)	(7,920)	(1,002)	-87%
Operating Expenditure Total		(9,500)	(7,920)	(1,002)	-87%
Recreation And Culture Total		(1,981,767)	(1,674,966)	(1,337,781)	-20%
Transport					
Denham Marine Facilities					
Operating Income	Operating Statement				
	User Fees & Charges	43,000	40,531	28,833	-28.86%
	Other Revenue	8,650	5,904	4,685	-20.65%
	Operating Statement Total	51,650	46,435	33,518	-27.82%
Operating Income Total		51,650	46,435	33,518	-27.82%
Operating Expenditure					
	Operating Statement				
	Employment Costs	(20,394)	(16,980)	(5,536)	-67%
	Materials & Contracts	(23,776)	(19,810)	(42,287)	113%
	Depreciation Of Assets	(12,048)	(10,040)	(8,283)	-18%
	Insurance	(915)	(916)	(736)	-20%
	Other Expenses	(2,000)	(1,670)	0	-100%
	Plant & Overhead Costs	(10,230)	(8,520)	(1,535)	-82%
	Utility Charges	(9,200)	(7,670)	(7,036)	-8%
	Activity Based Distribution	(19,476)	(16,230)	(14,005)	-14%
	Operating Statement Total	(98,039)	(81,836)	(79,418)	-3%
Operating Expenditure Total		(98,039)	(81,836)	(79,418)	-3%
Capital Expenditure					
	Public Facilities				
	Employment Costs	(4,048)	(4,048)	0	-100%
	Materials & Contracts	(14,952)	(14,954)	(1,981)	-87%
	Plant & Overhead Costs	(1,000)	(1,000)	0	-100%
	Public Facilities Total	(20,000)	(20,002)	(1,981)	-90%
Capital Expenditure Total		(20,000)	(20,002)	(1,981)	-90%

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Monkey Mia Boating Facilities					
Operating Income	Operating Statement				
	User Fees & Charges	4,000	4,000	0	-100.00%
	Operating Statement Total	4,000	4,000	0	-100.00%
Operating Income Total		4,000	4,000	0	-100.00%
Operating Expenditure	Operating Statement				
	Employment Costs	(3,038)	(2,540)	(2,079)	-18%
	Materials & Contracts	(512)	(430)	(781)	82%
	Depreciation Of Assets	(28,248)	(23,540)	(5,049)	-79%
	Insurance	(1,559)	(1,560)	(1,738)	11%
	Plant & Overhead Costs	(650)	(540)	(342)	-37%
	Activity Based Distribution	(11,456)	(9,550)	(8,225)	-14%
	Operating Statement Total	(45,463)	(38,160)	(18,214)	-52%
Operating Expenditure Total		(45,463)	(38,160)	(18,214)	-52%
Capital Revenue	Operating Statement				
	Non Operating Grants, Subsidies	373,718	373,718	324,830	-13.08%
	Operating Statement Total	373,718	373,718	324,830	-13.08%
Capital Revenue Total		373,718	373,718	324,830	-13.08%
Capital Expenditure	Public Facilities				
	Employment Costs	0	0	0	0
	Materials & Contracts	(459,310)	(384,310)	(12,322)	-96.79%
	Plant & Overhead Costs	0	0	0	0
	Public Facilities Total	(459,310)	(384,310)	(12,322)	-96.79%
Capital Expenditure Total		(459,310)	(384,310)	(12,322)	-96.79%
Road Plant Purchases					
Operating Income	Operating Statement				
	Profit On Sale Of Assets	44,000	27,064	0	-100.00%
	Other Revenue	16,000	0	0	0
	Operating Statement Total	60,000	27,064	0	-100.00%
Operating Income Total		60,000	27,064	0	-100.00%
Operating Expenditure	Operating Statement				
	Depreciation Of Assets	0	0	(42)	0%
	Loss On Sale Of Assets	0	0	(80,203)	0%
	Activity Based Distribution	(22,913)	(19,090)	(16,450)	-14%
	Operating Statement Total	(22,913)	(19,090)	(96,695)	407%
Operating Expenditure Total		(22,913)	(19,090)	(96,695)	407%
Capital Expenditure	Plant , Equip. & Vehicles				
	Materials & Contracts	(447,000)	(8,000)	(223,879)	2698%
	Plant , Equip. & Vehicles Total	(447,000)	(8,000)	(223,879)	2698%
Capital Expenditure Total		(447,000)	(8,000)	(223,879)	2698%
Streets,Roads,Bridges,Depots					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	391,741	203,341	84,741	-58.33%
	Other Revenue	0	0	6,645	0.00%
	Operating Statement Total	391,741	203,341	91,386	-55.06%
Operating Income Total		391,741	203,341	91,386	-55.06%
Operating Expenditure	Operating Statement				
	Employment Costs	(244,062)	(203,800)	(164,558)	-19%
	Materials & Contracts	(182,646)	(153,050)	(101,624)	-34%
	Depreciation Of Assets	(925,923)	(771,610)	(765,276)	-0.8%
	Insurance	(3,454)	(3,454)	(3,454)	0.0%
	Plant & Overhead Costs	(226,726)	(189,020)	(148,662)	-21%
	Utility Charges	(40,000)	(33,330)	(31,266)	-6%
	Activity Based Distribution	(42,388)	(35,320)	(30,454)	-14%
	Operating Statement Total	(1,665,199)	(1,389,584)	(1,245,294)	-10%
Operating Expenditure Total		(1,665,199)	(1,389,584)	(1,245,294)	-10%

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Capital Revenue	Operating Statement				
	Non Operating Grants, Subsidies	527,186	562,775	627,587	11.52%
	Operating Statement Total	527,186	562,775	627,587	11.52%
Capital Revenue Total		527,186	562,775	627,587	11.52%
Capital Expenditure	Buildings				
	Materials & Contracts	(20,000)	(20,000)	(27,945)	39.73%
	Buildings Total	(20,000)	(20,000)	(27,945)	39.73%
	Drainage/Culverts				
	Employment Costs	(7,084)	(4,048)	(335)	-91.72%
	Materials & Contracts	(50,366)	(24,452)	(6,840)	-72.03%
	Plant & Overhead Costs	(2,550)	(1,500)	(155)	-89.67%
	Drainage/Culverts Total	(60,000)	(30,000)	(7,330)	-75.57%
	Footpaths				
	Employment Costs	(4,554)	(4,124)	(1,741)	-57.78%
	Materials & Contracts	(92,946)	(85,246)	(40,332)	-52.69%
	Plant & Overhead Costs	(2,500)	(2,290)	(985)	-56.99%
	Footpaths Total	(100,000)	(91,660)	(43,058)	-53.02%
	Furniture & Office Equip.				
	Materials & Contracts	(5,000)	(5,000)	(611)	-87.78%
	Furniture & Office Equip. Total	(5,000)	(5,000)	(611)	-87.78%
	Plant , Equip. & Vehides				
	Materials & Contracts	(15,000)	(12,500)	(4,661)	-62.71%
	Plant , Equip. & Vehicles Total	(15,000)	(12,500)	(4,661)	-62.71%
	Roads (Non Town)				
	Employment Costs	(171,800)	(143,160)	(107,853)	-24.66%
	Materials & Contracts	(258,227)	(218,078)	(149,240)	-31.57%
	Plant & Overhead Costs	(195,290)	(162,750)	(98,599)	-39.42%
	Utility Charges	0	0	(30)	0.00%
	Roads (Non Town) Total	(625,317)	(523,988)	(355,722)	-32.11%
	Town Streets				
	Employment Costs	(31,374)	(22,776)	(12,896)	-43.38%
	Materials & Contracts	(292,623)	(218,194)	(168,408)	-22.82%
	Plant & Overhead Costs	(6,368)	(4,772)	(2,613)	-45.24%
	Town Streets Total	(330,365)	(245,742)	(183,917)	-25.16%
Capital Expenditure Total		(1,155,682)	(928,890)	(623,244)	-32.90%
Transport Total		(2,505,311)	(1,652,539)	(1,223,727)	-25.95%
Economic Services					
Building Control					
Operating Income	Operating Statement				
	User Fees & Charges	10,800	8,990	5,722	-36.35%
	Other Revenue	200	175	111	-36.57%
	Operating Statement Total	11,000	9,165	5,833	-36.36%
Operating Income Total		11,000	9,165	5,833	-36.36%
Operating Expenditure	Operating Statement				
	Materials & Contracts	(2,200)	(1,830)	0	-100%
	Activity Based Distribution	(47,869)	(39,890)	(29,770)	-25%
	Operating Statement Total	(50,069)	(41,720)	(29,770)	-29%
Operating Expenditure Total		(50,069)	(41,720)	(29,770)	-29%

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Community Development					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	500	420	1,000	138.10%
	User Fees & Charges	0	0	6,109	0.00%
	Operating Statement Total	500	420	7,109	1592.62%
Operating Income Total		500	420	7,109	1592.62%
Operating Expenditure					
	Employment Costs	(162,970)	(136,526)	(123,756)	-9%
	Insurance	(701)	(580)	0	-100%
	Other Expenses	(6,000)	(5,000)	(24)	-100%
	Plant & Overhead Costs	(3,000)	(2,500)	(1,748)	-30%
	Activity Based Distribution	(39,886)	(33,240)	(29,516)	-11%
	Operating Statement Total	(212,557)	(177,846)	(155,044)	-13%
Operating Expenditure Total		(212,557)	(177,846)	(155,044)	-13%
Other Economic Services					
Operating Income	Operating Statement				
	User Fees & Charges	14,100	11,760	13,626	15.87%
	Other Revenue	3,000	2,557	2,245	-12.20%
	Operating Statement Total	17,100	14,317	15,871	10.85%
Operating Income Total		17,100	14,317	15,871	10.85%
Operating Expenditure					
	Employment Costs	(1,216)	(1,020)	(2,702)	165%
	Materials & Contracts	(17,876)	(14,069)	(15,492)	10%
	Depreciation Of Assets	(44,161)	(36,800)	(36,656)	-0.4%
	Insurance	(1,790)	(1,790)	0	-100.0%
	Interest On Financing Costs	(3,522)	(2,940)	(1,543)	-47.5%
	Plant & Overhead Costs	(608)	(510)	(1,389)	172.4%
	Utility Charges	(3,850)	(3,210)	0	-100.0%
	Activity Based Distribution	(29,048)	(24,210)	(20,799)	-14.1%
	Operating Statement Total	(102,072)	(84,549)	(78,581)	-7.1%
Operating Expenditure Total		(102,072)	(84,549)	(78,581)	-7.1%
Private Works					
Operating Income	Operating Statement				
	User Fees & Charges	685,500	632,518	216,566	-65.76%
	Operating Statement Total	685,500	632,518	216,566	-65.76%
Operating Income Total		685,500	632,518	216,566	-65.76%
Operating Expenditure					
	Employment Costs	(241,332)	(201,100)	(67,102)	-67%
	Materials & Contracts	(268,765)	(233,970)	(92,337)	-61%
	Plant & Overhead Costs	(58,236)	(48,530)	(64,648)	33%
	Operating Statement Total	(568,333)	(483,600)	(224,087)	-54%
Operating Expenditure Total		(568,333)	(483,600)	(224,087)	-54%
Tourism & Area Promotion					
Operating Income	Operating Statement				
	Operating Grants,Subsidies And Contributions	48,500	48,500	52,283	7.80%
	User Fees & Charges	81,870	47,160	57,052	20.98%
	Operating Statement Total	130,370	95,660	109,335	14.30%
Operating Income Total		130,370	95,660	109,335	14.30%
Operating Expenditure					
	Employment Costs	(9,108)	(7,600)	(8,487)	12%
	Materials & Contracts	(105,838)	(75,690)	(68,791)	-9%
	Insurance	(340)	(340)	(278)	-18%
	Interest On Financing Costs	(11,591)	(9,660)	(8,666)	-10%
	Other Expenses	(6,000)	(5,000)	(6,000)	20%
	Plant & Overhead Costs	(4,554)	(3,800)	(930)	-76%
	Activity Based Distribution	(33,223)	(27,690)	(23,860)	-14%
	Operating Statement Total	(170,654)	(129,780)	(117,012)	-10%
Operating Expenditure Total		(170,654)	(129,780)	(117,012)	-10%

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Capital Revenue	Operating Statement				
	Non Operating Grants, Subsidies	300,000	300,000	300,000	0.00%
	Operating Statement Total	300,000	300,000	300,000	0.00%
Capital Revenue Total		300,000	300,000	300,000	0.00%
Capital Expenditure					
	Streetscapes				
	Employment Costs	(810)	(810)	0	-100%
	Materials & Contracts	(12,380)	(12,380)	(3,431)	-72%
	Plant & Overhead Costs	(810)	(810)	0	-100%
	Streetscapes Total	(14,000)	(14,000)	(3,431)	-75%
Capital Expenditure Total		(14,000)	(14,000)	(3,431)	-75%
Economic Services Total		26,785	130,585	46,791	-64%
Other Property And Services					
Plant Operation Costs					
Operating Expenditure	Operating Statement				
	Employment Costs	(53,134)	(44,280)	(39,336)	-11%
	Materials & Contracts	(267,466)	(222,890)	(176,510)	-21%
	Depreciation Of Assets	(349,362)	(291,130)	(293,450)	1%
	Insurance	(23,488)	(23,488)	(25,757)	10%
	Plant & Overhead Costs	693,450	577,870	477,736	-17%
	Operating Statement Total	0	(3,918)	(57,317)	1363%
Operating Expenditure Total		0	(3,918)	(57,317)	1363%
Public Works Overheads					
Operating Expenditure	Operating Statement				
	Employment Costs	221,474	179,867	79,374	-56%
	Materials & Contracts	(7,400)	(6,170)	(14,585)	136%
	Insurance	(42,166)	(42,166)	(42,166)	0%
	Plant & Overhead Costs	0	0	(692)	0%
	Utility Charges	(3,500)	(2,920)	(2,365)	-19%
	Activity Based Distribution	(168,408)	(140,340)	(120,928)	-14%
	Operating Statement Total	(0)	(11,729)	(101,362)	764%
Operating Expenditure Total		(0)	(11,729)	(101,362)	764%
Stock Purchases & Issues					
Operating Expenditure	Operating Statement				
	Employment Costs	0	0	(52)	0%
	Materials & Contracts	0	0	12,423	0%
	Operating Statement Total	0	0	12,371	0%
Operating Expenditure Total		0	0	12,371	0%
Salaries & Wages					
Operating Expenditure	Operating Statement				
	Employment Costs	0	0	0	0
	Operating Statement Total	0	0	0	0
Operating Expenditure Total		0	0	0	0
Unclassified					
Operating Income	Operating Statement				
	Other Revenue	10,000	10,000	16,962	69.62%
	Operating Statement Total	10,000	10,000	16,962	69.62%
Operating Income Total		10,000	10,000	16,962	69.62%
Operating Expenditure	Operating Statement				
	Employment Costs	0	0	(1,878)	0%
	Materials & Contracts	(20,000)	(16,670)	0	-100%
	Other Expenses	(10,000)	(8,330)	(19,614)	135%
	Operating Statement Total	(30,000)	(25,000)	(21,492)	-14%
Operating Expenditure Total		(30,000)	(25,000)	(21,492)	-14%
Other Property And Services Total		(20,000)	(30,647)	(148,961)	386%
Grand Total		(4,652,872)	(3,448,629)	(2,379,983)	-31%

Confirmed at the Ordinary Meeting of Council held on the 25 June 2014 – Signed by the President Cr C Cowell _____

12.3 COUNCILLOR FEES, ALLOWANCES AND EXPENSES
FM 00005

Author

Executive Manager Finance and Administration

Disclosure of Any Interest

Nil

Moved Cr Ridgley
Seconded Cr Cowell

Cr Prior entered the Council Chamber at 4.11 pm.

Council Resolution

That Council:

1. In accordance with section 5.98, 5.99 and 5.99A of the *Local Government Act 1995* annual attendance fees be paid to all Councillors in lieu of meeting fees and annual allowances in lieu of reimbursement of expenses;
2. Approve the following entitlements for the 2014/15 financial year payable in twelve equal monthly instalments:
 - a. An annual attendance fee for the Shire President of \$9,536 in accordance with section 5.99 of the *Local Government Act 1995*;
 - b. An annual attendance fee for council members of \$4,640 in accordance with section 5.99 of the *Local Government Act 1995*;
 - c. An annual allowance for the Shire President of \$9,795 in accordance with section 5.98(5) of the *Local Government Act 1995*;
 - d. An annual allowance for the Deputy Shire President of \$2,448 in accordance with section 5.98A of the *Local Government Act 1995*;
 - e. An annual Information Communication Technology allowance for all council members of \$1,804 in accordance with section 5.99A of the *Local Government Act 1995*;
3. Approve the reimbursement of expenses incurred by a council member in accordance with section 5.98(2)(b) and (3) of the Act and regulation 32 of the Local Government (Administration) Regulations 1996;
4. Approve the reimbursement of travel costs incurred by a council member in accordance with regulation 31(1)(b) of the Local Government (Administration) Regulations 1996;
5. Approve the reimbursement of childcare costs incurred by a council member in accordance with regulation 31(1)(b) and regulation 32(1) of the Local Government (Administration) Regulations 1996; and
6. Include the proposed increases and expenses in the 2014/15 budget.

6/0 CARRIED BY ABSOLUTE MAJORITY

Background

In 2013 the Salaries and Allowances Tribunal undertook a review of the fees and allowances for local government elected council members. As a result of the extensive review, the Tribunal determined that the fees and allowances for council members should increase with effect from 1 July 2013.

In July 2013 Council reviewed its fees and allowances in line with the Determination and resolved the following:

Council Resolution

- 1. In accordance with section 5.99 and 5.99A of the Local Government Act 1995, pay Councillors annual attendance fees in lieu of meeting fees and annual allowances in lieu of reimbursement of expenses.**
- 2. Adopt the following entitlements for the 2013/2014 financial year payable by way of twelve equal monthly instalments:**
 - a. An annual Attendance Fee for Council Members' of \$4,500**
 - b. An annual Attendance Fee for the Shire President of \$9,250**
 - c. An annual Local Government Allowance for the Shire President of \$9,500**
 - d. An annual Local Government Allowance for the Deputy Shire President of \$2,375 (Being 25% of the Shire Presidents allowance)**
 - e. An annual Information Technology Allowance of \$1,750 for all Council Members**

Comment

The Determination set a range of fees and allowances for the Shire as a Band 4 local government and this allows the Council the flexibility to amend the fees and allowances annually in order to maintain some relativity with the actual costs of being a council member. As a consequence, it is recommended that the fees and allowances for Councillors for 2014/15 be increased in line with the Consumer Price Index for Perth for the March quarter which is 3.1%. The chart below provides an overall assessment of the recommended increase.

Councillor Fees and Allowances 2014/15				
Band 4 Local Government				
	Min	Max	13/14	Proposed 14/15
Annual Attendance Fees				
President	\$3,500	\$18,500	\$9,250	\$9,537
Councillors	\$3,500	\$9,000	\$4,500	\$4,640
Annual Allowances				
President	\$500	\$19,000	\$9,500	\$9,795
Deputy President (25% of President)	\$125	\$4,750	\$2,375	\$2,449
Other Allowances				
Information Technology	\$500	\$3,500	\$1,750	\$1,804

Further to determining the level of fees and allowances, Council is required to approve the reimbursement of expenses, the payment of travel costs and the reimbursement of childcare costs incurred by a council member. This allows the payment on expenses to council members while on Council business such as meal and accommodation costs or taxi costs; the payment of travel costs such as mileage for the attendance at Council meetings; and the reimbursement of childcare costs to a maximum of \$25 per hour.

Legal Implications

Local Government Act 1995

Section 5.99 refers to the payment of an annual meeting attendance fee in lieu of meeting attendance fees for council members.

Section 5.98(2)(b) and (3) refers to the payment of expenses used in the course of council business.

Section 5.98(5) refers to the payment of an annual allowance for the President.

Section 5.98A(1) refers to the payment of an annual allowance for the Deputy President being no greater than 25% of the annual allowance for the President.

Section 5.99A refers to the payment of an ICT allowance to council members.

Local Government (Administration) Regulations 1996

Regulation 31(1)(b) and 32(1) refers to the reimbursement of travel costs and childcare costs.

Policy Implications

Nil

Financial Implications

The 2013/14 budget was \$66,875 and the expenditure to date is \$50,660. The impact on the 2014/15 budget will be an increase \$2,011 for councillors' fee and allowances. It is expected that the level of reimbursement will be similar to the 2013/14 financial year.

Strategic Implications

Nil

Voting Requirements

Absolute Majority Required

Date of Report

14 May 2014

12.4 CAPITALISATION THRESHOLD
FM 00009

Author

Executive Manager
Finance and Administration

Disclosure of Any Interest

Nil

Moved Cr Ridgley
Seconded Cr Cowell

Council Resolution

That Council adopt a capitalisation threshold of \$5,000 for the recognition of new assets.

6/0 CARRIED

Background

It is common practice for a local government to establish capitalisation thresholds for the recognition of non-current assets in its statement of financial position. For purely practical reasons, a minimum threshold is required to reduce inefficient use of council resources. For example, without capitalisation thresholds an item such as a \$25 calculator would need to be capitalised as an asset as it would meet the relevant asset recognition criteria. This would mean that the item would need to be placed on the asset register, depreciated and when disposed of, calculation of the profit or loss would need to be recognised in the operating statement. To avoid this unnecessary detail, a threshold sets the value under which an asset is considered immaterial and expensed in the year it is acquired.

Comment

Council currently does not have an adopted capitalisation threshold and it appears that arbitrary decisions have been made about the level of capitalisation according to the nature of the asset. Hence Council's asset register is full of minor value items which need tracking and assessing under the new Fair Value requirements. Therefore, it is proposed that a minimum level be adopted by Council. There will still be occasions where assets may fall under this level and be capitalised given their nature and importance.

It is proposed to set the capitalisation threshold at \$5,000 for all assets and Council's auditors have been consulted and have agreed that this level is appropriate.

Legal Implications

There are no legal requirements to set a capitalisation threshold however the Local Government Financial Manual recommends that councils do this to ensure efficiency in their recognition of assets.

Policy Implications

The capitalisation threshold will be reviewed annually as part of the budget adoption process.

28 MAY 2014

Financial Implications

There will be no increase in budget requirements, however, in future, some items that were previously included in the capital budget will now appear in the maintenance budget. There will be no change to the 2013/14 budget as a result of adopting this threshold at this time.

Strategic Implications

Nil

Voting Requirements

Simple Majority Required

Date of Report

14 May 2014

12.5 WESTERN AUSTRALIAN TREASURY – LOCAL GOVERNMENT MASTER LENDING AGREEMENT
FM 00013

Author

Executive Manager -Finance and Administration

Disclosure of Any Interest

Nil

Moved Cr Ridgley
Seconded Cr Capewell

Council Resolution

That Council resolves:

- 1. That the Shire of Shark Bay enters into a Master Lending Agreement with Western Australian Treasury Corporation as per the attached document;**
- 2. To approve the affixation of the Common Seal of the Shire of Shark Bay to the said Master Lending Agreement in the presence of the President and the Chief Executive Officer or an Agent or a Senior Employee of the Shire of Shark Bay authorised by the Chief Executive Officer each of whom shall sign the document to attest the affixation of the Common Seal thereto; and**
- 3. That the Chief Executive Officer, Agent or any one of the Senior Employees of the Shire of Shark Bay authorised by the Chief Executive Officer from time to time is authorised to sign schedule documents under the Master Lending Agreement and or to give instructions thereunder on behalf of the Shire of Shark Bay.**

6/0 CARRIED

Background

West Australian Treasury Corporation has implemented a Local Government Master Lending Agreement for Local Governments. The Local Government Master Lending Agreement has been developed to incorporate the recently introduced *Commonwealth Government's Personal Property Security Act 2009* Personal Property Security Act and to improve the efficiency of the lending processes to local governments. The Local Government Master Lending Agreement has been reviewed by the State Solicitor's Office and the Department of Local Government and Communities.

Comment

The Local Government Master Lending Agreement brings all existing loans under the Local Government Master Lending Agreement and facilitates future borrowings under the one agreement thereby removing the need for individual loan agreements to be executed under the seal each time the Shire of Shark Bay borrows from West Australian Treasury Corporation. Any borrowing under the Local Government Master Lending Agreement will be still subject to West Australian Treasury Corporation's credit approval policy at the time of the application, and the release of funds is subject to the issuance of a firm rate quote by West Australian Treasury Corporation and its acceptance by an authorised signatory of the Shire of Shark Bay. This agreement will simplify future borrowing processes by requiring only an addendum to the existing agreement.

The Local Government Master Lending Agreement is ready for signing and is attached for Council's information.

Legal Implications

Sections 6.20 and 6.21 of the *Local Government Act 1995* apply to this matter.

Policy Implications

There are no policy implications relevant to this report.

Financial Implications

There are no financial implications relevant to this report.

Strategic Implications

There are no strategic implications relevant to this report.

Voting Requirements

Simple Majority Required

Date of Report

15 May 2014

28 MAY 2014

MASTER LENDING AGREEMENT

BETWEEN

WESTERN AUSTRALIAN TREASURY CORPORATION

AND

SHIRE OF SHARK BAY

DATED AS OF 30TH MAY 2014

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This Agreement dated as of the 30th day of May 2014

BETWEEN

WESTERN AUSTRALIAN TREASURY CORPORATION (ABN 22 300 359 323)
(*Corporation*)

AND

SHIRE OF SHARK BAY (ABN 76 409 342 873) (*Borrower*)

WHEREAS:

- A. The Corporation has provided lending facilities to the Borrower under the Existing Facility Agreements.
- B. The Corporation agrees to provide the Facility to the Borrower on the terms and conditions contained in this Agreement.
- C. The Facility is an updating and consolidation of the Existing Facility Agreements and also provides further flexibility in the manner in which lending can take place.
- D. The terms and conditions of this Agreement:
 - (a) replace the terms and conditions of the Existing Facility Agreements, so that this Agreement applies to:
 - (i) loans and advances previously provided to the Borrower under Existing Facility Agreements; and
 - (ii) loans and advances provided to the Borrower after the date of this Agreement in accordance with the terms of Forward Lending commitments as at the date of this Agreement; and
 - (b) apply to all loans and advances provided by the Corporation to the Borrower hereunder after the date of this Agreement.

The Parties agree:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement the following words have the meanings designated below unless otherwise provided:

Account means an account operated by the Borrower with the Corporation for the purposes of this Agreement.

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Act means the Western Australian Treasury Corporation Act 1986.

Addendum means an addendum to this Agreement.

Advance means an advance of money made under the Facility by the Corporation to the Borrower and includes all loans and advances that have been or will be:

- (a) provided to the Borrower under the Existing Facility Agreements and outstanding at the date of this Agreement;
- (b) provided to the Borrower after the date of this Agreement in accordance with the terms of Forward Lending commitments on foot at, or drawdown notices given under an Existing Facility Agreement outstanding on, the date of this Agreement;
- (c) provided to the Borrower by the Corporation hereunder after the date of this Agreement; and
- (d) made after the Termination Date in accordance with any Forward Lending commitment on foot at the Termination Date.

Agreement means this agreement, its schedules, annexures, addenda and each Confirmation given by the Corporation to the Borrower under this Agreement.

Annexure means an annexure to this Agreement.

Authorised Signatory means a person duly authorised by the Borrower as provided for in clause 31.1 to give instructions to the Corporation on its behalf, or otherwise to act on its behalf, from time to time, for the purposes of this Agreement, either generally or in relation to specified actions.

Bank Account means a bank account maintained by a Party in Australia with a bank authorised and supervised by the Australian Prudential Regulation Authority under the Banking Act 1959 (Cth) to carry on banking business in Australia or, for payments in a currency that is not Australian dollars, a financial institution with equivalent status in another country that is acceptable to the Corporation in its reasonable opinion, and notified to the other Party from time to time.

Borrower's SSI means the Borrower's standard settlement instructions notified by the Borrower to the Corporation from time to time for a Bank Account into which all moneys payable to the Borrower are to be paid under this Agreement, and which are acceptable to the Corporation acting reasonably.

Business Day means any day not being a Saturday or Sunday on which banks generally are open for business in each of Perth, Melbourne and Sydney.

Business Day Convention means the convention for adjusting any relevant date for the performance of any obligation or the taking of any action under this Agreement if that date would otherwise fall on a day that is not a Business Day.

Charge means the charge created under clause 5.1 of this Agreement.

Confirmation means a confirmation given by the Corporation to the Borrower setting out the terms applicable to an Advance made or to be made under the Facility.

Corporation's SSI means the Corporation's standard settlement instructions notified by the Corporation to the Borrower from time to time for a Bank Account into which all moneys payable to the Corporation are to be paid under this Agreement.

Costs means any and all costs incurred by the Corporation that arise from a default by the Borrower, demand for Mandatory Prepayment, termination other than a voluntary termination by either Party, or enforcement.

Default Interest Rate means the rate 2% per annum above the Corporation's overnight lending rate on each relevant day.

Designated Date means the date notified by the Corporation in accordance with, or the date set by operation of, the terms of this Agreement (as the case may be) for the Mandatory Prepayment of any Advance.

Discount means the amount by which the Corporation benefits from the Prepayment of an Advance.

Drawdown Notice means a written request for an Advance given by the Borrower to the Corporation in accordance with the Annexure for the relevant Product.

Email notice means a notice given by the Borrower to the Corporation by a computer based electronic mailing system.

Event of Default means a Vires Event of Default or an Other Event of Default.

Existing Facility Agreements means:

(a) Loan Agreements

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
57	\$300,000.00	4.0600% p.a.	20/03/2013	20/03/2023

(b) Debentures

Loan Number	Principal Amount	Interest Rate	Lending Date	Maturity Date
48	\$500,000.00	6.9100% p.a.*	03/01/2001	01/01/2016
53	\$222,600.00	6.4800% p.a.*	07/01/2004	07/01/2019
56	\$200,000.00	5.9900% p.a.	15/11/2005	15/11/2020

*guarantee fee incorporated into the interest rate.

(All existing Loan Agreements and Debentures referred to in (a) and (b) above are collectively referred to as "**Existing Facility for Term Fixed Rate Lending**".)

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Facility means the lending facility provided by the Corporation to the Borrower under this Agreement from time to time.

Fees means fees charged by the Corporation to the Borrower from time to time in connection with this Agreement, the Facility, an Advance or a Forward Lending, described in clause 18.

First Schedule means the first schedule to this Agreement.

Forward Lending means a commitment of the Corporation to advance funds and a commitment of the Borrower to borrow funds in accordance with the terms of a Confirmation issued by the Corporation in accordance with this Agreement, or an Existing Facility Agreement, prior to those funds being advanced by the Corporation.

General Funds has the meaning given in section 6.21(4) of the *Local Government Act*.

Increased Costs means those costs described in clause 19.

Interest Payment Date means a date when interest is payable on an Advance.

Interest Rate means the interest rate for an Advance applying for all or part of the term of that Advance as applicable.

Local Government Act means the Local Government Act 1995 (WA).

Mandatory Prepayment means an early repayment by the Borrower in respect of any outstanding Advance or part of an Advance (and includes termination of obligations in relation to any Forward Lending or part of a Forward Lending) which is required by the Corporation to be made under or in accordance with the provisions of this Agreement following the occurrence of an Event of Default.

Mandatory Prepayment Notice means a notice referred to in clause 27 requiring the Borrower to repay to the Corporation the outstanding Advances specified in the notice, or terminating any specified Forward Lendings, on the Designated Date specified in the notice.

Market Valuation means a valuation made by the Corporation under the procedure set out in clause 16.

Market Valuation Adjustment means the adjustment to be made to reflect an additional or reduced amount to be repaid by the Borrower to extinguish the Borrower's liability in respect of all or part of an Advance on Prepayment, as described in clause 16.4 or to terminate obligations in relation to all or part of a Forward Lending.

Maturity Date means the date that an Advance is scheduled to be repaid by the Borrower to the Corporation, and where an Advance is made on the basis that it is to be repaid by more than one payment, the date that the last of these payments is to be made, as set out in the relevant Confirmation.

Other Event of Default means each of the events set out in paragraphs (c) to (i) inclusive of clause 25.

Outstanding Payment means the value of any payment that remains outstanding after the date on which that payment was due to be made in accordance with this Agreement.

Party means a party to this Agreement and Parties means both of them.

Premium means the amount necessary to compensate the Corporation for the Prepayment of an Advance.

Prepayment means a Mandatory Prepayment or a Voluntary Prepayment.

Prepayment Amount means the amount required to extinguish the indebtedness of the Borrower in relation to all or part of one or more Advances prior to the scheduled date for its or their repayment, or to terminate obligations in relation to all or part of one or more Forward Lendings, including without limitation a Market Valuation Adjustment.

Product means a type of Advance available to the Borrower under the Facility and identified in the First Schedule, as amended from time to time.

Product Facility Limit means the aggregate amount the Borrower may have outstanding at any time in respect of any Product, being the sum of all Advances the Corporation has agreed to provide to the Borrower under the relevant Product from time to time minus any amounts cancelled under clause 3.1 or repaid under Products that do not incorporate a capacity to redraw.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSA Law means:

- (a) the PPSA; and
- (b) any regulations in force from time to time made under the PPSA.

PPSA Register means the personal property securities register established under section 147 of the PPSA.

PPSA Security Interest has the meaning given to "security interest" in section 12 of the PPSA.

Rate Set Notice means a notice by the Corporation to the Borrower as described in clause 11.2.

Second Schedule means the second schedule to this Agreement.

Secured Money means all amounts under or in connection with the Facility or this Agreement or both:

- (a) which now or in the future are owing or payable (actually or contingently) by the Borrower to the Corporation;

- (b) which, having now or in the future become owing or payable (actually or contingently) by the Borrower to the Corporation, cease to be owing under any law relating to bankruptcy or insolvency and remain unpaid by the Borrower;
- (c) that now or in the future there is a prospect may become owing or payable (actually or contingently) by the Borrower to the Corporation, for any reason including moneys and damages payable by the Borrower, alone, jointly or jointly and severally with any other person, or by the Borrower in its own right or in any capacity; or
- (d) which can be debited by the Corporation to the Account or any other account of the Borrower.

Secured Property means all of the present and future interest and rights of the Borrower in the General Funds of the Borrower from time to time, including all present and future claims, causes of action, payments and proceeds in respect thereof.

State means the State of Western Australia.

Termination Date means the date on which the Facility is terminated in accordance with this Agreement.

Termination Procedure means the procedure set out in clause 27 of this Agreement.

Vires Event of Default means each of the events set out in clauses 25(a) and (b).

Voluntary Prepayment means an early repayment in respect of any Advance or part of any Advance (and includes termination of obligations in relation to any Forward Lending or part of a Forward Lending) which is made voluntarily by the Borrower.

Voluntary Prepayment Notice means a notice referred to in clause 16.1 notifying the Corporation that the Borrower wishes to make a Voluntary Prepayment.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (c) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (d) if a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;

- (e) references to this Agreement include its Schedules and Annexures;
 - (f) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
 - (g) references to time are to local time in Perth, Western Australia unless otherwise stated;
 - (h) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
 - (i) references to currency are to Australian currency unless otherwise stated;
 - (j) no rule of construction applies to the disadvantage of a Party on the basis that that Party put forward this Agreement or any part of this Agreement;
 - (k) a reference to any thing is a reference to the whole and each part of it; and
 - (l) words and phrases which are defined in the PPSA and which have relevance to this Agreement but are not defined in this Agreement have the same meaning as in the PPSA.
- 1.3 It is acknowledged and agreed by the Parties that when an amendment to or passing of legislation takes place during the term of this Agreement which is relevant to this Agreement, such amendment or passing applies to the application of this Agreement from the time of its occurrence and whether or not notice is given by the Corporation of the amendment or passing.
- 1.4 If the Corporation reasonably forms the opinion that there has been a change in a market convention that is relevant to this Agreement, or to any Product or transaction under this Agreement, the Corporation shall notify the Borrower of such change and this Agreement and the affected transactions shall be amended as provided in the notice to the Borrower from the Corporation setting out those amendments required by the Corporation. Upon request by the Borrower, the Corporation will provide to the Borrower a copy of information on the new market convention from a recognised financial market body in the relevant market.

2. PRODUCTS:

2.1 The Corporation offers to:

- (a) keep on foot all advances made under the Existing Facility Agreements outstanding on the date of this Agreement;
- (b) advance funds in accordance with the terms of any Forward Lending commitment arising under an Existing Facility Agreement prior to the date of this Agreement; and

- (c) make available to the Borrower financial accommodation by lending under this Agreement,

through the Products set out in the First Schedule as amended from time to time.

2.2 The terms and conditions on which:

- (a) Advances have been provided to the Borrower under Existing Facility Agreements; and
- (b) Advances will be provided to the Borrower after the date of this Agreement under Forward Lending commitments and drawdown notices given under Existing Facility Agreements,

shall be replaced in their entirety by the terms and conditions of this Agreement.

2.3 Terms and conditions relating to each Product are set out in the Annexure relating to that Product.

2.4 The Corporation may at its discretion from time to time remove Products or incorporate additional Products into this Agreement together with Annexures relevant thereto by giving written notice of such removal or addition to the Borrower. The removal of a Product will not affect the terms and conditions applying to Advances then outstanding, or Forward Lendings, in respect of that Product.

2.5 Subject to clause 18, the Corporation may on not less than 30 days' written notice to the Borrower amend the terms and conditions which apply to a Product and, subject to clause 3.3, and in consultation with the Borrower, may reduce the Product Facility Limit for any Product where applicable. The reduction of a Product Facility Limit will not affect the terms and conditions applying to Advances then outstanding, or Forward Lendings, in respect of that Product.

2.6 Subject to clause 2.7, and unless expressly provided otherwise, the terms and conditions

contained in clauses 1 to 33 of this Agreement are applicable to all Products.

- 2.7 Where any term or condition of an Annexure in respect of a Product is inconsistent with any term or condition in clauses 1 to 33 of this Agreement, then the term or condition contained in the Annexure in respect of the Product shall prevail to the extent of the inconsistency.

3. TERMINATION OF FACILITY OR PART THEREOF:

- 3.1 The Facility commences on the date hereof and continues until the Termination Date. Subject to clause 3.3, any part of the Facility may be terminated at any time by either Party giving no less than 30 days' written notice to the other of the amount and/or type of Product or Products that are cancelled.

- 3.2 The Facility may be terminated:

- (a) (i) at any time by either Party providing at least 30 days' written notice to the other;
- (ii) at any time by mutual agreement of the Parties;
- (b) on the date specified in a notice served by the Corporation on the Borrower following an Other Event of Default in accordance with clause 26.2; and
- (c) immediately, upon the occurrence of a Vires Event of Default, in accordance with clause 26.1,

and the date on which the Facility is terminated in accordance with this clause 3.2 is the Termination Date.

- 3.3 If the Facility is terminated under clause 3.2(a), after the Termination Date the Parties will comply with all obligations in relation to Forward Lendings and Advances outstanding on the Termination Date, which will continue to be repayable on their respective Maturity Dates unless:

- (a) a Vires Event of Default occurs prior to the respective Maturity Dates, in which

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case all Advances then outstanding are immediately due and payable and any obligations in respect of Forward Lendings are immediately terminated in accordance with the provisions of clause 26.1; or

- (b) an Other Event of Default occurs and the Corporation gives notice to the Borrower under clause 26.2 declaring Advances due and payable, and/or obligations in respect of Forward Lendings terminated, on the Designated Date or Designated Dates; or
- (c) alternative arrangements are agreed by the Parties in relation to Forward Lendings and for the repayment or refinancing of the indebtedness of the Borrower under this Agreement prior to the respective Maturity Dates.

4. FACILITY LIMIT

The total amount of debt outstanding at any time shall be the aggregate of all borrowings approved by the Corporation in respect of each product specified in the Annexes to this Agreement in accordance with the application process set out in clause 7 of this Agreement, less any amounts that have been cancelled under clause 3.1 or repaid under Products that do not incorporate a capacity to redraw.

5. SECURITY, PPSA SECURITY INTEREST AND ATTACHMENT:

- 5.1 The Borrower charges the Secured Property to the Corporation to secure the payment of the Secured Money to the Corporation.
- 5.2 The Charge is a PPSA Security Interest.
- 5.3 The Borrower acknowledges and agrees:
 - (a) the Corporation has given value for the PPSA Security Interest in the Secured Property by its provisions under this Facility or the Existing Facility Agreements or by providing or continuing to make available any financial accommodation under or in connection with this Facility or the Existing Facility

Agreements;

- (b) nothing in this Agreement or in any of the Existing Facility Agreements constitutes an agreement that a security interest under this Agreement attaches at a later time than the time specified in section 19(2) of the PPSA;
- (c) it has not made any agreement with a secured party to vary the time of attachment of a PPSA Security Interest; and
- (d) for the purposes of sub section 20(2) of the PPSA, the Charge covers the present and future interests and rights of the Borrower in the Borrower's General Funds.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:

6.1 The Borrower represents and warrants that:

- (a) it is a local government constituted under the Local Government Act;
- (b) it has in full force and effect all approvals, authorisations and consents necessary to enter validly into this Agreement, to borrow and to fulfil its obligations in relation to each Advance provided hereunder and to give the Charge;
- (c) this Agreement has been validly executed by the Borrower;
- (d) the Borrower has complied with all requirements under the Local Government Act and Regulations under the Local Government Act in respect of this Agreement, and that all Advances have been approved by the Borrower in its annual budget or satisfy the provisions of Section 6.20(2) of the Local Government Act;
- (e) each Advance is financially sustainable and that the Borrower is not aware of any event, circumstance or action by the Borrower which may adversely affect its ability to service the Advance;
- (f) the Borrower has not created any charge,

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mortgage, pledge or lien upon over or in respect of the General Funds of the Borrower in favour of any other lending institution, bank or third party other than those charges mortgages, pledges or liens that have already been notified to the Corporation .

- (g) there has been no material adverse change in the financial position of the Borrower, and the Borrower will immediately notify the Corporation if a material adverse change in the financial position occurs.
- (h) it does not have any interest, obligation or arrangement, whether directly or indirectly, that conflicts or may potentially conflict with its obligations under this Agreement, and if any such interest, obligation or arrangement should arise, the Borrower will promptly advise the Corporation thereof.
- (i) no Event of Default (including without limitation, a breach of a term or condition included in this Agreement pursuant to Clause 26.2(c)) has occurred and is continuing, other than an Event of Default which has been waived in writing by the Corporation.
- (j) Drawdown Notices, applications for Advances and instructions given in respect of the Facility from time to time by the person(s) nominated by the Borrower for this purpose are valid and shall bind the Borrower.

6.2 The Borrower undertakes that it will observe all obligations under the approvals, authorisations and consents referred to in clause 6.1(b) and carry out and fulfil its obligations hereunder.

6.3 The representations and warranties set out in clause 6.1 are deemed to be repeated in respect of each application for an Advance hereunder.

7. APPLICATIONS FOR ADVANCES

7.1 The Borrower may apply for an Advance by submitting an application to the Corporation in a manner and form prescribed by the Corporation from time to time.

- 7.2 The Borrower shall obtain in advance of making an application all necessary approvals, authorisations and consents that are necessary in respect of each Advance.
- 7.3 The making of each Advance is subject to the condition that the Corporation's credit criteria in effect at the relevant time for such lending are met by the Borrower.
- 7.4 The Borrower shall upon request provide the Corporation with such information as may be reasonably required by the Corporation to determine whether its credit criteria are met by the Borrower.
- 7.5 A determination made by the Corporation as to whether its credit criteria are met by the Borrower shall be final and the Corporation shall not be required to disclose such details of the determination to the Borrower.
- 7.6 The Corporation may at its discretion cancel or delay the making of an Advance if any required information in relation to the Borrower is not provided to the Corporation in a timely manner to undertake/complete its credit assessment. The costs incurred by the Corporation in connection with the cancelling or delaying of an Advance as certified by the Corporation shall be promptly paid to the Corporation by the Borrower.
- 7.7 The Corporation may in its absolute discretion decline an application for an Advance where the Borrower has not met the Corporation's credit criteria in effect at the relevant time and where the Advance is not considered by the Corporation to be financially sustainable.

8. ACCOUNTS:

Advance will be made on one Account unless it is agreed by the Corporation that the Borrower may operate more than one Account under the Facility. If the Borrower operates more than one Account, the Advance will be made on the Account specified in the application for an Advance.

9. **TERM OF ADVANCES:** The Borrower shall repay each Advance in full on the Maturity Date, or if any Advance is made on the basis that it is to be repaid by more than one instalment, the Advance shall be repaid in accordance with the repayment schedule set out in the relevant Confirmation.
10. **INTEREST:** The Borrower shall pay interest on each Advance from and including the date funds are advanced up to but excluding the date they are repaid in full.
11. **INTEREST RATE:**
 - 11.1 Subject to any conditions as to interest rate outcomes set out in an application for an Advance, the Interest Rate will be determined by the Corporation.
 - 11.2 Where the Corporation sets or resets an Interest Rate in respect of all or any part of the term of an Advance, the Corporation will promptly notify the Borrower of the Interest Rate in the Confirmation or in a Rate Set Notice.
12. **PAYMENT DATE ADJUSTMENT:** If a date for the making of any payment (or performing any obligation) under this Agreement falls on a day which is not a Business Day, it will be subject to adjustment in accordance with the Business Day Convention referred to in the Annexure relevant to that type of payment or obligation for the relevant Product, unless another Business Day Convention has been requested by the Borrower and agreed to by the Corporation and the payment will be made (or the obligation performed) on the date for the making of the payment (or performing the obligation) as adjusted by the relevant Business Day Convention.
13. **CONFIRMATIONS:** The Corporation will give to the Borrower a Confirmation promptly after setting the terms of each Advance. The Confirmation shall be deemed true and correct in the absence of manifest error, unless the Borrower notifies the Corporation in writing that the details in the Confirmation are incorrect within 24 hours of receipt of the Confirmation. To the extent of any inconsistency, the provisions of a Confirmation prevail over those of the relevant application for an Advance and over clauses 1 to 33 of this Agreement.
14. **BUSINESS DAY:** If the Borrower wishes the definition of Business Day for a particular Advance to depend on different business centres being open other than those provided in the definition in clause 1.1 or any business centres specified

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in the Annexure for the relevant Product, then it may request that the Corporation agree to a different business centre or centres being open for the purpose of that definition in relation to that Advance, but any amendment to that definition is subject to the agreement of the Corporation in its absolute discretion.

15. BUSINESS DAY CONVENTION:

The following terms, when used in conjunction with the term "Business Day Convention" and a date for the performance of an obligation or the taking of an action under this Agreement, shall mean that an adjustment will be made if that date would otherwise fall on a day that is not a Business Day so that:

- (a) if "**Following**" is specified, that date will be the first following day that is a Business Day;
- (b) if "**Modified Following**" is specified, that date will be the first following day that is a Business Day unless that day falls in the next calendar month, in which case that date will be the first preceding day that is a Business Day; and
- (c) if "**Preceding**" is specified, that date will be the first preceding day that is a Business Day.

16. PREPAYMENT:

16.1 If the Borrower wishes to make a Voluntary Prepayment, it must give to the Corporation a Voluntary Prepayment Notice substantially in the form specified in the Third Schedule hereto signed by an Authorised Signatory of the Borrower, no later than 12.00 noon at least 4 Business Days prior to the proposed date of the Voluntary Prepayment, or such later time or date as the Corporation may agree.

16.2 Once given, a Voluntary Prepayment Notice is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.

The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Voluntary Prepayment Notice whether or not the Corporation has consented to the withdrawal.

16.3 Whenever a Prepayment is made, whether voluntarily by the Borrower or otherwise, the amount to be repaid by the Borrower to the Corporation is to be adjusted by a Market

Valuation Adjustment.

- 16.4 The Market Valuation Adjustment is the amount calculated by the Corporation as the Premium or Discount applicable to the Prepayment.
- 16.5 (a) Prior to the date of the proposed Prepayment the Corporation will undertake a Market Valuation of the relevant Advance at such time as is suitable to the Corporation acting reasonably.
- (b) The Corporation will calculate the Market Valuation Adjustment in accordance with the Corporation's standard procedure for the relevant Product.
- 16.6 The Corporation shall certify the Market Valuation Adjustment to the Borrower and once certified the Market Valuation Adjustment is final and binding in the absence of manifest error.
- 16.7 (a) If the Market Valuation Adjustment is a Premium the Borrower must pay the amount of the Premium to the Corporation at the time at which the Prepayment is made to the Corporation.
- (b) If the Market Valuation Adjustment is a Discount, the Corporation will credit the amount of the Discount to the relevant Account of the Borrower when the Prepayment is made.
- 16.8 When obligations in relation to all or part of a Forward Lending are to be terminated, the Corporation will undertake a Market Valuation of the Forward Lending (or relevant part thereof) and the procedures set out in this clause 16 will apply, with the necessary changes having been made, in relation to the calculation of the Market Valuation Adjustment.
- 16.9 The Parties agree that amounts payable by way of Market Valuation Adjustment are a reasonable pre-estimate of loss and not a penalty.
- 16.10 On giving notice thereof to the Borrower, the Corporation may value the Prepayment for the

purposes of calculating the Market Valuation Adjustment on an "ex interest" basis, in which case the Borrower shall be liable to make a payment on account of interest on the next Interest Payment Date for the relevant Advance.

**17. GOVERNMENT
GUARANTEE:**

17.1 The Borrower must pay to the Corporation as and when required by the Corporation such fee or fees as the Corporation notifies are required by the Treasurer on behalf of the State under section 13(3) of the Act in respect of the guarantee by the Treasurer arising under section 13(1) of the Act in relation to liabilities incurred by the Corporation in connection with, or to facilitate, the making of Advances to the Borrower under the Facility. Such fee may be adjusted from time to time.

17.2 Any fees payable under clause 17.1 will be identified and recovered separately from interest payable under the Facility.

18. FEES:

18.1 The Corporation may charge the Borrower Fees in connection with this Agreement, the Facility, any Advance and any Forward Lending. Subject to clause 18.3, Fees may be introduced or amended from time to time at the Corporation's sole discretion.

18.2 The Corporation will give the Borrower at least 30 days' prior written notice of the introduction of any new Fee or the amendment of an existing Fee, and shall specify in any such notice the amount or method of calculation of the Fee and the manner in which the Fee will be charged.

18.3 With the exception of Costs and Increased Costs, the Corporation may not increase any Fees, or seek to impose any new Fees, in connection with a Forward Lending or an Advance prior to its Maturity Date.

**19. INCREASED
COSTS:**

If as a result of any law, regulation, judicial decision or government directive instituted, passed, issued, amended or given a new interpretation by any competent court, administrative tribunal or government authority, the Corporation incurs additional costs in funding or maintaining Advances or Forward Lendings under this

Agreement or the Facility, the Corporation will notify the Borrower thereof and the Borrower shall on demand pay to the Corporation the amount of such costs either as a lump sum or through increased interest rates as determined by the Corporation after consultation with the Borrower.

20. METHOD OF PAYMENT:

20.1 All payments to the Corporation must be made in immediately available funds without set off or deduction into the Corporation's Bank Account for the relevant currency specified in the Corporation's SSI as at the time of payment, and any payment not so made will be deemed by the Corporation to have been made on the date and at the time the funds represented by the payment become available to the Corporation.

20.2 All payments to the Borrower will be made in immediately available funds into the Bank Account for the relevant currency specified in the Borrower's SSI as at the time of payment unless other arrangements have been agreed between the Corporation and the Borrower in respect of that payment.

21. TIME OF PAYMENT:

All payments to be made to the Corporation under the Facility must be made no later than 10.00 a.m. on the due date or such other time as the Corporation may notify the Borrower from time to time. The Corporation may recover from the Borrower any charges or intra-day interest it incurs as a consequence of any payment being received by it after the due time for payment on the relevant due date.

22. INTEREST ON OVERDUE AMOUNTS:

The Corporation may charge interest on any amount payable under this Agreement which is not made, or is deemed to have been not made by the time for payment on the relevant due date, at the Default Interest Rate, from and including the due date for payment to but excluding the date on which the funds become available to the Corporation, such additional interest to compound daily and be payable on demand.

23. STAMP DUTY:

All stamp duties and penalties (if any) payable in relation to this Agreement shall be promptly paid by the Borrower.

24. CALCULATIONS:

The Corporation shall carry out in good faith and in a commercially reasonable manner all calculations

required under this Agreement including but not limited to those involving the amount of interest payable, Market Valuation Adjustments, Fees, government guarantee fees and Increased Costs. All calculations and determinations of the Corporation will be conclusive and binding in the absence of manifest error.

25. EVENTS OF DEFAULT:

Each of the following is an Event of Default:

- (a) the Borrower ceases to be a local government duly constituted under the Local Government Act (or any amendment or re-enactment of the Act) by virtue of which it is an "authority" for the purposes of the Western Australian Treasury Corporation Act 1986 unless the obligations of the Borrower hereunder are assumed by a successor which is such an "authority" and which agrees, or is otherwise bound by law, to comply with the obligations of the Borrower hereunder;
- (b) the Borrower for any reason, other than a reason set out in clause 25(a), ceases to be an entity to which the Corporation can lawfully make or maintain Advances, or if as a result of any change in law, regulation or official directive, the Corporation determines that it has become contrary to such official directive, illegal or impossible for the Corporation to make or maintain Advances to the Borrower;
- (c) if in the reasonable opinion of the Corporation, it is likely that a Vires Event of Default will occur because of a proposed change in law, regulation or official directive, and the Corporation notifies the Borrower that upon the occurrence of the change in law, regulation or official directive, the Facility is terminated on the Termination Date specified in the notice and all outstanding Advances are due and payable, and all Forward Lendings are terminated, on the Designated Date specified in the notice;
- (d) a receiver is appointed in respect of any of the income of the Borrower
- (e) the Borrower fails to make payment of any amount payable to the Corporation, whether under this Agreement or under any other

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arrangement with the Corporation, when due and the failure continues for more than 15 Business Days. The Corporation will use reasonable endeavours to notify the chief executive officer of the Borrower of the failure not less than 10 Business Days before exercising the Corporation's rights arising under this Agreement as a consequence of such failure;

- (f) the Borrower is in breach of any other material term of this Agreement (including a term or condition included in the Agreement pursuant to clause 26.2(c)), and if the breach is capable of remedy, if it is not remedied within 20 Business Days of the Borrower becoming aware of the breach;
- (g) the Borrower fails to pay any other indebtedness of the Borrower for moneys borrowed or raised when due in an amount which the Corporation reasonably considers to be material in the context of the indebtedness of the Borrower to the Corporation under this Agreement unless liability to pay that other indebtedness is being contested by the Borrower in good faith and with due diligence;
- (h) any power, authorisation, approval or consent required by the Borrower for the purposes of borrowing or fulfilling its obligations under this Agreement is withdrawn or ceases to be current or valid or is found to be defective or inadequate by the Corporation; and
- (i) any warranty or representation made by the Borrower hereunder or for the purposes of this Agreement is untrue or ceases to be true.

**26. EFFECT OF
DEFAULT:**

- 26.1 If a Vires Event of Default occurs, whether or not the Corporation is aware of the occurrence of the Event of Default, the Facility is immediately terminated without the need for any notice to be given by the Corporation to the Borrower and, subject to clause 26.3, all outstanding Advances are immediately due and payable, and any obligations in respect of Forward Lendings are immediately terminated.

The Prepayment Procedure will apply in respect of all outstanding Advances and all Forward Lendings.

The date on which the Facility is terminated, and all obligations in respect of outstanding Advances and Forward Lendings are terminated in accordance with this clause 26.1 is the Designated Date for the purposes of this Agreement.

26.2 If an Other Event of Default occurs, the Corporation may by notice in writing to the Borrower do any or all of the following:

- (a) declare that any or all outstanding Advances are due and payable and any or all obligations in respect of Forward Lendings are terminated immediately on the date of the notice, or on a date specified in the notice, which date shall be the Designated Date for those Advances;
- (b) declare that the Facility is terminated; and
- (c) specify terms and conditions upon which the Corporation is willing to allow any or all of the following to occur:
 - (i) any or all outstanding Advances to remain outstanding;
 - (ii) any or all Forward Lending commitments to remain in force; and
 - (iii) the Borrower to continue to borrow under any or all Products,

and the Borrower must, not later than the date specified in the notice, advise the Corporation in writing whether or not it agrees to accept those terms and conditions.

If the Borrower advises the Corporation in writing on or before the date specified in the notice that it agrees to accept those terms and conditions, then this Agreement is thereupon varied by inclusion of those terms and conditions without any further action required to be taken by the Parties.

If the Borrower does not advise the Corporation in writing on or before the date specified in the notice that it agrees to accept those terms and conditions, then the Corporation may carry out the provisions of (a) and (b) above.

- 26.3 If the Corporation is not aware of the occurrence of a Vires Event of Default when the Vires Event of Default occurs, all outstanding Advances are due and payable, and all obligations in respect of Forward Lendings shall be terminated, immediately the Corporation becomes aware of the occurrence of that Event of Default.
- 26.4 For the avoidance of doubt, any payment made by either Party after the occurrence of a Vires Event of Default and before the Corporation becomes aware of the relevant Event of Default, is a payment for value under this Agreement and is to be treated as if it had been validly made and received in accordance with this Agreement.
27. **MANDATORY PREPAYMENT PROCEDURE:**
- 27.1 Where any Advance becomes due and payable before the Maturity Date for that Advance or any Forward Lending is to be terminated under the terms of this Agreement, the Parties will follow the procedure set out in this clause.
- 27.2 Mandatory Prepayment of Advances and termination of Forward Lendings will occur on the Designated Date whether or not the relevant event is then subsisting and the Prepayment Amount will be due as of the Designated Date.
- 27.3 The Corporation will issue a Mandatory Prepayment Notice to the Borrower with respect to Advance(s) and Forward Lending(s).
- 27.4 Irrespective of the termination of the Facility, the Borrower shall pay to the Corporation the amount of any Costs incurred by the Corporation whether before or after the Designated Date in relation to the relevant Advance(s), Forward Lending(s) and the Facility, as applicable, and interest on the Prepayment Amount calculated at the Default Interest Rate from and including the Designated Date up to, but not including, the date of actual payment.

**28. PERSONAL
PROPERTY
SECURITIES ACT
2009**

28.1 The Borrower hereby irrevocably authorises the Corporation, its agents, solicitors, officers, employees and service providers to:

- (a) apply for and effect (in any manner the Corporation considers necessary or appropriate) any registration of a financing statement on the PPSA Register in connection with any PPSA Security Interest created or expressed to be created under this Agreement;
- (b) complete any document associated with this Agreement, including any financing statement or financing change statement; and
- (c) recover from the Borrower, at the Corporation's absolute discretion, any costs incurred by the Corporation in relation to the abovementioned matters.

28.2 (a) The Parties contract out of each provision of the PPSA that section 115 of the PPSA permits parties to contract out of.

(b) To the extent permitted by section 275 of the PPSA, the Parties agree to keep all information of the kind described in section 275(1) of the PPSA confidential and not to disclose any such information to any other person except where such disclosure is otherwise permitted or authorised under this Agreement or an Existing Facility Agreement.

(c) The Parties agree that a receiver or receivers appointed under section 6.22 of the Local Government Act need not give any notice required under any provision of the PPSA.

**29. VARIATION OF
ADVANCES OR
FORWARD
LENDINGS:**

29.1 If at any time the Borrower wishes to vary a term or condition of an, Advance or Forward Lending, the Borrower must so notify the Corporation and the Corporation will use reasonable endeavours to accommodate the Borrower's request.

29.2 Relevant rates and prices which prevail at the time will be applied in undertaking the

calculations for the variation of the Advance or Forward Lending, as applicable.

29.3 The Corporation will promptly give a Confirmation to the Borrower with respect to a variation so carried out.

29.4 The Corporation will promptly notify the Borrower in writing of the cost or benefit of a variation under this clause.

Any additional cost will be paid by the Borrower to the Corporation on a date nominated in writing by the Corporation, and any benefit will be credited to an Account of the Borrower with the Corporation.

30. NOTICES:

30.1 Subject to paragraph 30.3, all requests, notices and other communications required to be given, made or sent to the Corporation by the Borrower under this Agreement are to be in writing and addressed to " Manager, Client Services" of the Corporation or to such other officer of the Corporation as the Corporation nominates to the Borrower from time to time.

30.2 All requests, notices, and other communications required to be given, made, or sent to the Borrower by the Corporation under this Agreement are to be in writing and addressed to the officer of the Borrower designated for such purposes, or such other officer of the Borrower as the Borrower nominates to the Corporation from time to time, and in the absence of a designation or nomination shall be addressed to the chief executive officer of the Borrower.

30.3 The Borrower may request in writing that the Corporation accept email notices or other form of electronic transmissions acceptable to the Corporation for the making of applications for Advances, acceptance of firm quotes, giving of Drawdown Notices, Voluntary Prepayment Notices, requests to vary the term or conditions of an Advance or Forward Lending, or requests for withdrawal of any such notice or request or communications that are otherwise notified in writing by the Corporation to the Borrower from time to time.

The Borrower:

- (a) must ensure that each email notice is either signed by means of an electronically produced signature of an Authorised Signatory or states that it is being sent by a named Authorised Signatory of the Borrower, and the Borrower shall give prior written advice to the Corporation as to which of these alternative procedures it wishes to use from time to time;
- (b) in any legal proceedings in respect of or in any way relating to this Agreement, expressly waives any right to raise any claim, defence or waiver of liability based upon the signing, or purported signing, of an email notice by means of an electronically produced signature of an Authorised Signatory or purporting to be sent by an Authorised Signatory as the case may be; and
- (c) must send all email notices to the specified email address of the Corporation notified by the Corporation to the Borrower from time to time. Email notices will only be taken to have been received by the Corporation when actually received.

30.4 The Corporation may at any time give written notice to the Borrower that it will no longer accept email notices, either generally, or on the conditions set out above or for any specified purpose. The Corporation may at any time withdraw any such notice or give written notice to the Borrower of alternative conditions on which it is then willing to accept email notices.

31. OTHER TERMS: 31.1 The Borrower shall provide to the Corporation:

- (a) a copy of the resolution authorising:-
 - (i) the execution of this Agreement under the Common Seal of the Borrower; and
 - (ii) the Chief Executive Officer, an agent of the Borrower or any one of the Senior employees of the Borrower who are

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authorised by the Chief Executive Officer from time to time to sign schedule documents and instructions under this Agreement on behalf of the Borrower.

- (b) Upon request by the Corporation copies of the resolutions passed by the Borrower authorising the borrowings under this Agreement from time to time; and
 - (c) a list of names, position titles and sample signatures of the Authorised Signatories as advised by the Chief Executive Officer from time to time.
- 31.2 The Borrower agrees to provide to the Corporation such additional information as the Corporation may require from time to time to enable it to meet its regulatory and compliance obligations relating to anti-money laundering and counter-terrorism financing, and acknowledges that where legally obliged to do so, the Corporation will disclose the information provided to relevant regulatory and law enforcement agencies.
- 31.3 The Corporation will use all reasonable endeavours to meet the borrowing and prepayment requirements of the Borrower under this Agreement. The Borrower acknowledges that this Facility does not create an obligation for the Corporation to lend under it.
- 31.4 The Facility is made available and will be maintained subject to compliance with relevant laws and subject to the Borrower obtaining all authorisations, approvals and consents necessary for it to enter into this Agreement and accept the Facility and to fulfil its obligations hereunder, including obligations incurred in respect of Advances provided from time to time.
- 31.5 So long as any amounts owing to the Corporation remain payable, the Borrower will not create or permit to be outstanding any security (in the form of mortgage, charge, pledge, lien or other security interest) upon the Borrower's General Funds to secure indebtedness of the Borrower or any guarantee by the Borrower of indebtedness of third parties, without the prior written consent of

the Corporation which may be withheld in the Corporation's absolute discretion, and in any event may not be given unless the Borrower (if so required by the Corporation) procures the other creditors to enter into a deed of priority with the Borrower and the Corporation in which the Borrower and the other creditor irrevocably and unconditionally agree with the Corporation:

- (a) the Charge has first priority over the Secured Property for the full amount of the Secured Moneys for the purposes of section 6.24 of the Local Government Act and section 61 of the PPSA and the other creditor has second priority over the Secured Property only after the full amount of the Secured Money has been received by the Corporation; and
- (b) the priority in clause 31.5(a) applies despite any provision of the PPSA and despite the respective times of registration of the financing statements in respect of this Agreement and the other creditor's PPSA Security Interest under that Act.

31.6 The Borrower will immediately notify the Corporation of any actual or proposed changes to its establishment or designation or to any legislation under which it is constituted, of which it becomes aware, and which may be likely to affect or have the potential to affect the Borrower's corporate existence, capacity to borrow hereunder, authorisations in respect hereof or ability to observe its obligations under this Agreement, and provide the Corporation with a copy of any such change promptly after it occurs.

31.7 The Borrower indemnifies the Corporation against all liabilities and losses arising from, and any costs, charges and expenses incurred in connection with the Corporation acting in good faith on facsimile instructions, electronically protected documents (such as Adobe PDF) sent by e-mail or other electronically delivered instructions purporting to originate from the offices of the Borrower or to be given by an Authorised Signatory of the Borrower, including without limitation all liabilities, losses, costs, charges and expenses on account of funds

borrowed, contracted for or used to fund any amount payable under this Agreement.

- 31.8 The Borrower shall obtain the prior written consent of the Corporation before committing to any subsequent or additional borrowing from any other authority, bank, lending institution or source or increasing the limit of its existing overdraft facility during the currency of this Agreement (third party borrowing).

**32. GOVERNING
LAW AND
JURISDICTION:**

This Agreement is governed by the law in force in the State, and the Parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State.

33. SURVIVAL:

Except to the extent provided otherwise herein, the respective rights and obligations of the Parties in respect of Advances, Forward Lendings and obligations that continue following termination of the Facility under clause 3.2(a) or clause 26.2 and all Outstanding Payments shall survive termination of the Facility, and the terms and conditions of this Agreement continue to apply as if the Facility remained on foot.

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

Execution hereunder by authorised representatives of the Corporation and the Borrower respectively creates a binding agreement with respect to the terms and conditions contained herein.

For and on behalf of Western Australian Treasury Corporation by its attorney:

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

THE COMMON SEAL of)
SHIRE OF SHARK BAY)
was hereunto affixed)
in the presence of:)

*Mayor
*President

Chief Executive Officer

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FIRST SCHEDULE

As at 30th May 2014, the Corporation makes the following Products available to the Borrower:

1. Short Term Lending
2. Term Fixed Rate Lending

SECOND SCHEDULE

1. All Loans under the Existing Loan Agreements are classified as Term Fixed Rate Lending and are covered by the Provisions of Annexure 2 Term Fixed Rate Lending.
2. All Loans under the Existing Debentures are classified as Term Fixed Rate Lending and are covered by the provisions of Annexure 2 Term Fixed Rate Lending.

ANNEXURE 1**SHORT TERM LENDING**

As at 30th May 2014, provisions specifically referable to Short Term Lending under this Agreement are as follows:

Product Facility Limit The aggregate sum of all Short Term Lending Advances the Corporation has agreed to provide to the Borrower from time to time under each Addendum less any amount that has been cancelled or terminated from time to time.

Unless otherwise agreed with the Corporation in relation to a specific Advance, the following provisions apply to each Advance of Short Term Lending (**Short Term Lending Advance**):

Applications for Advances:	i) The Borrower may apply to the Corporation to borrow funds under this Annexure in accordance with the terms and conditions of the Agreement; and ii) upon the Corporation agreeing to lend such funds to the Borrower, the parties shall execute an Addendum to the Agreement substantially in the form specified in the Fifth Schedule hereto which shall stipulate the project facility limit being the maximum amount the Borrower is entitled to borrow under that Addendum.
Notice Period:	The Drawdown Notice must be received by the Corporation no later than 12:00 noon on the Business Day prior to the date the Advance is to be made.
Minimum amount of Advance	\$10,000
Minimum Term of Each Advance:	1 day
Maximum Term of Each Advance:	12 months
Maturity Date:	The nominated Maturity Date should be a Business Day
Repayment of Principal of Each Advance:	In full on the Maturity Date of that Advance
Interest Rate:	The Interest Rate is determined by the Corporation and is fixed until the Maturity Date of the Advance
Date of Determination of Interest Rate:	The Interest Rate will be determined on the day the Advance is made, or on such other day or days as

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	the Corporation may from time to time reasonably determine.
Interest Amount:	<p>Interest on each Advance will be calculated as follows:</p> $I = \frac{P \times R \times D}{36500}$ <p>where:</p> <p>I = amount of interest payable;</p> <p>P = principal amount of the Advance;</p> <p>R = Interest Rate applicable to the Advance expressed as a percentage per annum to two decimal places; and</p> <p>D = the number of calendar days from and including the date of the Advance to, but not including, its Maturity Date.</p>
Interest Payment Date:	Interest is payable on the Maturity Date of the Advance
Business Day Convention:	Following
Interest Adjustment:	<p>Where a Maturity Date is not a Business Day and the due date for repayment of the Advance is adjusted to the following Business Day, an interest adjustment is also payable at the discretion of the Corporation on the payment date specified in the notice provided by the Corporation to the Borrower setting out details of the Interest Adjustment, which will be calculated as follows:</p> $\text{Interest Adjustment Amount} = \frac{(P+I) \times R \times D}{36500}$ <p>where:</p> <p>P = the principal amount of the Advance;</p> <p>I = the interest amount due on the stated Maturity Date of the Advance;</p> <p>R = the Corporation's overnight lending rate applicable on the Business Day prior to the stated Maturity Date of the Advance expressed as a percentage per annum to two decimal places; and</p> <p>D = the number of calendar days from and including the stated Maturity Date to, but not including, the Business Day after the stated Maturity Date.</p>

DRAWDOWN NOTICES:	<p>1. Advances under this Facility will be made by the Corporation to the Borrower substantially in the form of the "Form of Request for an Advance ("Drawdown Notice") attached to this Annexure.</p> <p>2. Subject to the terms and conditions of this Facility, Advances will be made on dates specified in a Drawdown Notice given by the Borrower to the Corporation and signed by an Authorised Signatory. If a date specified in a Drawdown Notice is not a Business Day, the Advance will be made on the next following Business Day unless another arrangement is agreed to by the Corporation in its discretion.</p> <p>3. Once given, a Drawdown Notice is irrevocable and may not be withdrawn except with the prior written consent of the Corporation.</p> <p>The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Drawdown Notice whether it has consented to the withdrawal if the Borrower is required to pay any costs incurred by the Corporation in executing the withdrawal request.</p>
REDRAWING:	<p>Subject to the terms of the Agreement, amounts repaid or voluntarily prepaid under Facilities governed by this Annexure may be redrawn by the giving of an appropriate Drawdown Notice.</p>
REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS:	<p>The representations and warranties contained in the Agreement are deemed to be repeated each time a Drawdown Notice is submitted to the Corporation;</p> <p>(a) an Advance provided under a Drawdown Notice will not result in the Facility being exceeded as at the date the Drawdown Notice is given or at any time up to the Maturity Date of the proposed Advance, after allowing for any reduction in the Facility Limit of which notice has been given prior to receipt of the Drawdown Notice by the Corporation; and</p> <p>(b) Drawdown Notices and instructions given in respect of the Facility from time to time by the person(s) nominated by the Borrower for this purpose shall be valid and binding on the Borrower.</p>

TERM OF ADVANCES:	Where a Party has served a notice of termination of the Facility on the other Party under clause 3.2(a), the Borrower may continue to issue Drawdown Notices and draw down Advances prior to the Termination Date, but the Maturity Date of Advances made thereunder must be on or before the Termination Date.
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By requesting an Advance under this Annexure, the Borrower acknowledges and agrees that the provisions contained herein specifically referable to Short Term Lending are terms and conditions of this Agreement and apply to any Advance made hereunder.

28 MAY 2014

FORM OF REQUEST FOR A SHORT TERM LENDING ADVANCE
(**DRAWDOWN NOTICE**) ⁽¹⁾ ⁽²⁾ (Effective as at 30th May 2014)

MASTER LENDING FACILITY FROM
WESTERN AUSTRALIAN TREASURY CORPORATION TO
SHIRE OF SHARK BAY

TO: MANAGER CLIENT SERVICES
WESTERN AUSTRALIAN TREASURY CORPORATION

FAX: (08) 9235 9199

Shire of Shark Bay requests the following Short Term Lending Advance:

Date of Advance:⁽²⁾ _____
Amount: _____
Maturity Date:⁽³⁾ (specify) _____
Account:⁽⁴⁾ _____
Any other details: _____

For and on behalf of Shire of Shark Bay:

Authorised Signatory

Date

Note:

- (1) Subject to the terms of the Agreement, this notice once given is irrevocable and cannot be withdrawn except with the prior written consent of Western Australian Treasury Corporation ("**Corporation**").
- (2) This notice must be received by the Corporation no later than 12.00 noon on the Business Day prior to the Date of Advance specified above.
- (3) Unless otherwise agreed by the Corporation, the Maturity Date must be a Business Day that is one day to twelve months after the Date of Advance.
- (4) Specify Account only if the Borrower operates more than one Account with the Corporation under this Facility.

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ANNEXURE 2

TERM FIXED RATE LENDING

As at 30th May 2014, provisions specifically referable to Term Fixed Rate Lending under this Facility are as follows:

Product Facility Limit The aggregate sum of all Term Fixed Rate Advances the Corporation has agreed to provide to the Borrower from time to time less any amount that has been repaid or cancelled.

Unless otherwise agreed with the Corporation in relation to a specific Advance, the following provisions apply to each Advance of Term Fixed Rate Lending (**Term Fixed Rate Advance**):

Minimum amount of Advance	\$50,000
Minimum Term of Each Advance:	6 months
Maximum Term of Each Advance:	20 years or such longer period as may be agreed between the Parties either generally or in relation to an Advance with specified characteristics or in relation to a proposed Advance.
Payments Due:	Payments of interest and repayments of principal in relation to each Advance will be due in the amounts and on the dates stipulated in the repayment schedule set out in the Confirmation for the Advance.
Interest Rate:	Subject to any interest rate parameters agreed between the Corporation and the Borrower, the Interest Rate in relation to each Advance will be determined by the Corporation and is fixed until the Maturity Date of that Advance.
Business Day Convention:	Following
Interest Adjustment:	<p>Where the due date for any payment is adjusted by the Following Business Day Convention so that the payment is due on the next succeeding Business Day, an interest adjustment is also payable at the discretion of the Corporation on the payment date specified in the notice provided by the Corporation to the Borrower setting out details of the Interest Adjustment, which will be calculated as follows:</p> $\text{Interest Adjustment Amount} = \frac{P \times R \times D}{36500}$ <p>where:</p> <p>P = the amount of the payment due;</p> <p>R = the Corporation's overnight lending rate applicable on the Business Day prior to the relevant due date</p>

	expressed as a percentage per annum to two decimal places; and D = the number of calendar days from and including the original due date for payment to, but not including, the adjusted due date for the payment.
FIRM RATE QUOTE:	Once a signed acceptance of a Firm Rate Quote substantially in the form specified in the Fourth Schedule hereto is received by the Corporation, the acceptance is irrevocable and may not be withdrawn except with the prior written consent of the Corporation. The Corporation will advise the Borrower as soon as practicable after it receives any request to withdraw a Firm Rate Quote whether or not the Corporation has consented to the withdrawal, and if the Borrower is required to pay any costs incurred by the Corporation in executing the withdrawal request.
NO REDRAW:	The Borrower cannot redraw funds that have been applied to an Advance.

By requesting an Advance under this Annexure, the Borrower acknowledges and agrees that the provisions contained herein specifically referable to Term Fixed Rate Lending are terms and conditions of this Agreement and apply to any Advance made hereunder.

28 MAY 2014

THIRD SCHEDULE

MASTER LENDING AGREEMENT FROM
WESTERN AUSTRALIAN TREASURY CORPORATION TO
SHIRE OF SHARK BAY

FORM OF VOLUNTARY PREPAYMENT NOTICE FOR LOAN NO: [] (1) (2)

TO: MANAGER, CLIENT SERVICES
WESTERN AUSTRALIAN TREASURY CORPORATION

FAX: (08) 9235 9199

Shire of Shark Bay gives notice of the following prepayment of a Loan under this Agreement:

Date of Prepayment: (2) _____

Loan Number _____

Amount: (3) _____ (debt face value / market value)
(circle the alternative which applies)

For and on behalf of Shire of Shark Bay:

Authorised Signatory

Date

Note:

- (1) This notice once given is irrevocable and cannot be withdrawn except with the prior written consent of Western Australian Treasury Corporation ("Corporation").
- (2) This notice must be received by the Corporation no later than 12.00 noon at least 4 Perth Business Days prior to the Settlement Date of Prepayment specified above.
- (3) Specify the total capital or total amount to be made on the Settlement Date of Prepayment which is subject to acceptance of a firm valuation provided by the Corporation.

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FOURTH SCHEDULE**Form of acceptance of the firm rate quote**

Summary of Terms of Loan and Repayment Schedule

Client: Shire of Shark Bay (the "Borrower")
Interest Rate: [x.xxxx] % p.a. *([Quarterly] Compounding)
 [y.yyyy] % * effective []
**These rates do not include the government guarantee fee.*
Lending Date: [date]
Maturity Date: [date]
Loan Amount: \${amount}
Schedule Basis: [Quarterly] repayments

Payment Date	Debt Balance Outstanding	Capital Repayment	Interest Payment	Total Fixed Payment	Indicative Guarantee Fee	Indicative Total Payment
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
[date]	[amount]	[amount]	[amount]	[amount]	[amount]	[amount]
	Totals:	[amount]	[amount]	[amount]	[amount]	[amount]

Note:

- The interest rate quoted and this Summary of Terms of Loan and Repayment Schedule are based on rates applying as at [date].
- The Guarantee Fee is charged by the Treasurer of the State of Western Australia and is collected by The Western Australian Treasury Corporation ("the Corporation") on the behalf of the Treasurer. The rate of the Government Guarantee Fee is subject to change in accordance with government policy. The amount of the Government Guarantee Fee shown in this schedule is indicative and does not form part of the fixed lending rate charged by the Corporation.

CERTIFICATION FOR ACCEPTANCE OF FIRM RATE QUOTE

In accepting the offer of a loan on the terms set out above (the "Loan")

- I confirm that:
 - The financial information provided in the Loan Application Form or as otherwise provided to the Corporation in relation to the proposed Loan remains accurate in all material aspects;
 - The proposed Loan has been approved by the Local Government in the annual budget of the Borrower or satisfies the provisions of Section 6.20(2) of the Local Government Act (the "Act");
 - This loan is governed by the terms and conditions of the Master Lending Agreement between the Corporation and the Borrower.
- I certify that the statutory requirements of the Act and Regulations under the Act have been met in relation to the Loan;
- I certify that I have been authorised to complete and sign all necessary documents relating to this new loan borrowing and that the Corporation has been provided with the relevant document proving this authorisation;
- I certify that the loan is financially sustainable and I am not aware of any circumstance, events or actions by the Council (including the borrowing of moneys) which may adversely affect the Borrower's ability to service the loan. The Corporation will be advised as soon as practicable of any material adverse changes in the financial position of the Borrower; and

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28 MAY 2014

5. I give an undertaking that during each year in which any of the Borrower's loans remains outstanding with the Corporation, the Borrower shall provide Treasury Corporation with a copy of its audited Annual Financial Statements, adopted Annual Budget and updated ratios as required by Treasury Corporation's Credit Policy from time to time as soon as practicable after these are available each year while any Loan is outstanding.
6. I acknowledge that the Loan is secured by the Charge contained in the Master Lending Agreement between the Corporation and the Borrower.
7. Once this signed acceptance of firm rate quote is received by the Corporation, the Loan is irrevocable and may not be withdrawn without the prior consent of Treasury Corporation.
8. I represent that the below bank account details are correct and that the Corporation accepts no liability for any loss occasioned by the Borrower as a result of the Corporation relying on the bank details.

Accepted for and on behalf of Shire of Shark Bay on this _____ day of _____ 20____

Signature of the
Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Shire of Shark Bay		

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FIFTH SCHEDULE

MASTER LENDING AGREEMENT BETWEEN
WESTERN AUSTRALIAN TREASURY CORPORATION AND
SHIRE OF SHARK BAY

SHORT TERM LENDING ADDENDUM NO: []

This addendum forms part of the Master Lending Agreement (the Agreement) between the Borrower and the Corporation. The provisions specifically applicable to this addendum are as follows;

PURPOSE OF BORROWING: []

PROJECT FACILITY LIMIT: []

TERMINATION DATE [DD /MM/ YYYY].

All Advances under this addendum shall have a maturity date which is on or before the termination date.

TERMS AND CONDITIONS All Advances under this addendum are governed by the terms and conditions that are contained in clauses 1 to 33 of the Agreement and Annexure 1 to the Agreement;

REQUEST FOR ADVANCE The Borrower may request an Advance under this addendum in the manner and form prescribed by Annexure 1 (Short Term Lending) of the Agreement.

REPRESENTATIONS,
WARRANTIES AND
UNDERTAKINGS In requesting an Advance under this addendum the Borrower;

1. is deemed to repeat each representation and warranty under the Agreement.
2. represents that the Advance is financially sustainable and the Borrower is not aware of any circumstance, events or action by the Council (including the borrowing of moneys) which may adversely affect the Borrower's ability to service the Advance. The Borrower

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28 MAY 2014

will advise the Corporation as soon as practicable of any material adverse change in the financial position of the Borrower.

Execution hereunder by authorised representatives of the Corporation and the Borrower respectively creates a binding agreement with respect to the terms and conditions contained herein.

For and on behalf of Western Australian Treasury Corporation by its attorney:

SIGNATURE: _____

NAME: _____

POSITION: _____

DATE: _____

Witness (signature): _____

Name (print): _____

Accepted for and on behalf of Shire of Shark Bay on this _____ day of _____ 20 _____

Signature of the
Authorised Signatory: _____

Name: _____

Title: _____

Bank Account details for receipt of Loan:

Bank:	BANK A	Branch:	BRANCH A	BSB:	XXX
Account No:	XXX XXX	Account Name:	Shire of Shark Bay		

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12.6 2014/2015 RATING
RV 00003

Author

Executive Manager Finance and Administration

Disclosure of Any Interest

Nil

Moved Cr Capewell
Seconded Cr Prior

Council Resolution

That Council:

- 1. Publicly advertises its intention to impose the following differential rates pursuant to section 6.36 (1) of the Local Government Act 1995 and invites public submissions for a period of twenty one days;**

GRV - Residential	8.6183¢
Commercial	8.6183¢
Industrial	8.6183¢
Minimum	\$765
UV - Unimproved Value	19.3581¢
- Mining	19.3581¢
- Pastoral	10.6298¢
Minimum	\$765

- 2. Considers any submissions on the imposition of the differential rates above as part of the 2014/15 Budget deliberations; and**
- 3. Undertakes a comprehensive review of its rating categories in 2014/15 as part of its preparation for the 2015/16 budget.**

5/1 CARRIED BY ABSOLUTE MAJORITY

AMENDMENT TO OFFICER RECOMMENDATION

Reason: Councillor Wake felt that the Pastoral community should be advised that Council was willing to take into consideration the huge increase in rates that would affect the pastoralist if Council does not allow a concession as previously allocated in the budget process and included a recommendation to reflect this matter.

Moved Cr Wake
Seconded Cr Prior

Councillor Recommendation - LOST

That Council:

4. Publicly advertises its intention to impose the following differential rates pursuant to section 6.36 (1) of the Local Government Act 1995 and invites public submissions for a period of twenty one days;

GRV - Residential	8.6183¢
Commercial	8.6183¢
Industrial	8.6183¢
Minimum	\$765
UV - Unimproved Value	19.3581¢
- Mining	19.3581¢
- Pastoral	10.6298¢
Minimum	\$765

5. Considers any submissions on the imposition of the differential rates above as part of the 2014/15 Budget deliberations; and
6. Undertakes a comprehensive review of its rating categories in 2014/15 as part of its preparation for the 2015/16 budget.
7. That council continue the UV Pastoral concession of 7 cents in the dollar in the 2014/15 budget deliberations.

1/5 LOST

Background

Under Section 6.33 of the Local Government Act 1995, a local government may impose differential rates according to any, or a combination, of the following characteristics-

- (a) the purpose for which the land is zoned, whether or not under a local planning scheme or improvement scheme in force under the *Planning and Development Act 2005*; or
- (b) a purpose for which the land is held or used as determined by the local government; or
- (c) whether or not the land is vacant land; or
- (d) any other characteristic or combination of characteristics prescribed.

A local government cannot impose, without the approval of the Minister, a differential general rate which is more than twice the lowest differential general rate imposed by it.

In making the decision on the level of differential rates, the following principles need to be observed:

- Objectivity
- Fairness and Equity
- Consistency
- Transparency and
- Administrative efficiency.

A differential rate occurs when categories of property with the UV or GRV land valuation methods are rated differently. The imposition of differential rates represents a conscious decision by a council to redistribute the rate burden in its district by imposing a higher impost on some ratepayers and a lower impost on others.

In setting the rates to be imposed, Council should follow the Benefit Principle – the concept that there should be some relationship between the rates paid and the benefits received. This does not mean that rates should equal benefits, but it is expected that those bearing the higher rate burden through the imposition of differential rating are receiving greater benefits from council activities.

Comment

1. Differential Rates

In adopting the 2013/14 budget Council resolved to impose the following rates in the dollar.

	Rate in \$	No. of Properties	Rateable Value	Yield	Min. Rates No. of Properties	Min. Rates \$727	Concession	Budgeted Total Revenue \$
GRV Residential	8.1923	303	3,996,587	327,412	169	122,863		450,275
GRV Commercial	8.1923	54	3,762,267	308,216	26	18,902		327,118
GRV industrial	8.1923	39	548,945	44,971	6	4,362		49,333
Unimproved Value	18.4012	4	654,884	120,507	5	3,635		124,142
Unimproved Value Mining	18.4012	12	597,632	109,971	5	3,635		113,606
Unimproved Val. Pastoral	10.1643	12	757,960	77,041	0	0	(53,057)	23,984
Total		424	10,318,275	988,119	211	153,397	(53,057)	1,088,459

It is important for Council to annually review the distribution of the rate burden and satisfy itself that it is appropriate for the services being received. Matters which may warrant consideration include:

1. The unimproved value properties, which are small in number, have high valuations and generally receive a lesser level of service, pay a higher rate in the dollar than those who have access to council services on a regular basis. For example – footpaths and community amenities.
2. The spread of the rate burden over the Gross Rental Value (GRV) properties which all pay the same rate in the dollar and the actual use of these properties. For example – residential properties used as accommodation houses yet attracts a lower GRV as a residential property whereas a commercial property will attract a higher value. This anomaly is being reviewed as part of the Planning Scheme update and a proposal formulated for council consideration that residential

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properties being utilised for short term accommodation will be required to be registered with the Council and comply with legislative requirements for this type of property. The council can then impose a fee for residential properties being for used for this purpose.

3. The impact and application of tax deductibility for commercial and industrial properties on general rates.
4. The reliance by Council on the higher risk properties, such as mining and exploration tenements to generate a higher level of rate yield. If there is a risk that this is not a sustainable situation then the majority of rates should perhaps be spread across all other categories so that should any of these major properties cease to operate then the Council's revenue base is not significantly impacted.
5. The inequity of rubbish rates which apply to residential properties and not commercial or industrial properties.

Council is allowed to vary the rate yield in each category – that is, there is no requirement to keep the GRV or UV category rates in the dollar at the same levels.

The Council can for instance apply a variation between GRV residential and GRV commercial if it believes these categories of properties have varying demands upon Council resources.

These can be adjusted to reflect a more equitable distribution of benefit after taking into consideration relevant factors.

2. Increase in rate revenue

In addition to the above matters, consideration of the percentage increase in the rates for 2014/15 needs to be considered. The Local Government Act requires Councils to advertise their rate in the dollar figures and invite submissions for 21 days before adopting these as part of the budget process. Therefore it is important to ensure that these rates are advertised in June so that the budget is not delayed.

Council's Long Term Financial Plan states that in 2014/15 the rates should increase by 5.2% - this is based on 3.2% inflation plus 2% to work towards funding of renewal of assets and is part of achieving long term financial viability for Council. The effect of this increase on properties is as follows:

Category	GRV/UV	Rate in the dollar	Rates 13/14	Rates 14/15	Increase
GRV Residential (Average)	13,190	8.6183	\$1,080.56	\$1136.75	\$56.20
GRV Commercial (Example)	286,000	8.6183	\$23,429.98	\$24,648.33	\$1,218.35
GRV Industrial (Example)	16,380	8.6183	\$1341.90	\$1,411.68	\$69.78
Unimproved Value (Average)	163,721	19.3581	\$30,126.62	\$31,693.27	\$1,566.65
Unimproved Value Mining (Example)	581,650	19.3581	\$107,030.58	\$112,596.39	\$5,565.81
Unimproved Value Pastoral (Example)	88,300	10.6928	\$8,975.08	\$9,441.74	\$466.66

It is further proposed that the minimum rates be increased to \$765.

Any variation to the individual rateable areas would vary the overall yield due to the different valuation amounts.

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Council last year determined that a concession would be given to the UV Pastoral ratepayers. Whether this concession is continued into 2014/15 and to what level will need to be determined by Council.

Note: The purpose of this report is to set an estimated differential rate and to seek submissions from the ratepayers on the proposed rates in the dollar. Once the Council has reviewed the submissions, it may adjust these rates and explain the difference between the advertised rates in the dollar and those being imposed in its adopted budget and on the rate notices.

Legal Implications

Sections 6.33 and 6.35 of the *Local Government Act 1995* apply to this matter.

Policy Implications

There are no policy implications for this matter.

Financial Implications

An increase of 5.2% should provide an overall yield increase over 2013/14 of \$56,690 in the general rate however this is dependent on final valuations.

Strategic Implications

Outcome 1.2 – To improve fiscal management practices and procedures and maximise operating revenue and social capital.

Outcome 1.2 – Consider additional models to review rates recoverability that is equitable to all property classes.

Voting Requirements

Absolute Majority Required

Date of Report

15 May 2014

13. TOWN PLANNING REPORT

Nil

14. BUILDING REPORT

Nil

15. HEALTH REPORT

Nil

16. WORKS REPORT

16.1 FIVE (5) YEAR FOOTPATH CAPITAL PROGRAM

Author

Works Manager

Disclosure of Any Interest

Declaration of Interest: Cr Cowell

Nature of Interest: Proximity Interest as one proposed footpath goes past owned property

Cr Cowell left Council Chamber at 4.54 pm
Cr Capewell assumed the chair.

Moved: Cr Wake
Seconded: Cr Ridgley

Council Resolution

That Council suspend Standing Orders

5/0 CARRIED

The presiding member requested that the Works Manager make a presentation to Council on the Five (5) Year Footpath Capital Program

Moved: Cr Bellottie
Seconded: Cr Ridgley

Council resolution

That Council reinstate Standing Orders

5/0 CARRIED

Moved Cr Prior
Seconded Cr Ridgley

Council Resolution

That the five (5) year Capital Plan 2014/2015 to 2018/2019 for new footpaths within the township of Denham be endorsed with the added inclusion of Durlacher Street for the 2018/2019 financial year.

5/0 CARRIED

Background

The following report contains a brief description of proposed footpaths in the submission of the revised five (5) year plan for new footpaths within the Township of Denham.

Comment

There has been established a five (5) year plan for our annual capital footpath program. Adopting a five (5) year plan will ensure that budget monies are spent in a way that is both beneficial and in the best interest of the community. All footpaths constructed will be done so as to conform to dual use standards.

This is a living document and as such needs to be reviewed annually to ensure that any changes in priorities or budgets are taken into account and accommodated within the plan.

To make it easier to visualise the planned footpaths outlined in this report, there will be photographic aerials with the proposed footpaths marked on them submitted at the council meeting. The placement of the footpaths on the roads can be modified although any modification may affect the associated costs.

Capewell Drive / Sunter Place – 2014/15 (Image 8,9)

The 2014/15 financial year will see a footpath constructed from the Shark Bay Caravan Park on Spaven Way going along the eastern side of Capewell Drive to Sunter Place and along Sunter Place to the cul-de-sac at the end. The total length of these two footpaths is approximately 274 metres with an estimated associated cost of \$45,500.00.



Image 8 2014/15

Capewell Drive Spaven Way to Sunter Place

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Image 9 2014/15

Sunter Place Capewell Drive to 12 Sunter Place

Miller Street and Mead Street– 2015/16 (Image 10 and Image 12)

A footpath from Hoult Street to Mead Street should be constructed in conjunction with the Mead Street footpath. This footpath would be a continuation of the footpath already in place along Hoult Street from Francis Street to Durlacher Street. Total length of this footpath would be approximately 90 metres and expected to cost \$14,000.00.

Mead Street footpath from Millar Street to Durlacher Street should be constructed at the same time as Miller Street to ensure continuity. A cost of \$34,030.00 would be incurred and in combination with Miller Street a total cost of about \$47,000.00, this is within the expected 2015/16 budget. With the completion of this footpath most of the footpath network in the north western part of Denham would be accomplished.



Image 10 2014/15
Miller Street Hoult Street to Mead Street

Mead Street – 2015/16 (Image 12)



Image 12 2015/16
Mead Street Miller Street to Durlacher Street

Knight Terrace - 2016/17 (Image 11)

A footpath from Fry Court through to Netta's Beach along Knight Terrace could be constructed for a cost of about \$50,700.00. This would be a continuation of the existing footpath that ends at the intersection of Fry Court and Knight Terrace and would complete the footpath network along the eastern end of Knight Terrace.

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Image 11 2015/16

Knight Terrace Fry Court to Netta's Beach

Fry Court – 2017/18 (Image 13)

A footpath constructed from Knights Terrace along the eastern side of Fry Court terminating at the end of the cul-de-sac would almost complete the eastern side of the township leaving only Mainland Street left to do. The cost of this footpath would be roughly \$48,060.00 and within the expected budget for 2017/18.



Image13 2017/18

Fry Court - from Knights Terrace

The previous footpaths mentioned above have been approved in the last five year footpath plan and a further year needs to be added to complete a full five year plan.

There are various options for the 2018/19 footpath plan. Taking into consideration an assumed budget of \$50,000.00 and with forecast costing's of footpath construction of

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\$92.00 per square metre in 2018/19 it is anticipated the maximum combined length possible to be constructed would be in the vicinity of 270 metres.

Some of the identified streets that require construction of new footpaths are as follows,

Durlacher Street – Hoult Street to Dampier Road 185 metres
Capewell Drive – Poland Street to Edwards Street 250 metres
Capewell Drive – Sunter place to Cross street 130 metres
Hartog Crescent – Hughes Street to Dirk place 95 metres
Hartog Crescent – end of existing footpath to Hughes street 388 metres

Aerial photos supplied on separate attachment.

As the maximum length of footpath construction will be approximately 270 metres it is proposed that the footpaths from Hoult Street to Dampier Road along Durlacher Street and Dirk Place to Hughes Street along Hartog Creasent, with a total combined length of 280 metres and expected cost of \$51,520.00 be considered for inclusion in the five year footpath plan. This footpath would be constructed in the 2018/19 financial year.

Legal Implications

There are no legal implications relevant to this report

Policy Implications

There are no policy implications relevant to this report

Financial Implications

All pricing and estimates contained within this report are based on an envisaged 3.5% CPI over the next 5 years. If real CPI is higher than estimated CPI then the estimated costs per square meter of concrete will likewise be higher and this increase will need to be reflected in future budgets.

Strategic Implications

Addresses Outcome 1.1 - Development Infrastructure and Investment

Voting Requirements

Simple Majority Required

Date of Report

21 May 2014

Cr Cowell returned to the Council Chamber at 5.05 pm and resumed the Chair.

17. TOURISM, RECREATION AND CULTURE REPORT

17.1 SHARK BAY 2016 COMMEMORATION ADVISORY COMMITTEE – ADMINISTRATION ACTIVITIES
RC00006

Author

Executive Manager Tourism Community and Economic Development

Disclosure of Any Interest

Nil

Moved Cr Capewell
Seconded Cr Ridgley

Council Resolution

That the report on administration activities concerned with the 2016 commemoration be noted.

6/0 CARRIED

Background

At the Ordinary Council meeting of 26 March 2014, Council was presented with recommendations from the inaugural meeting of the Shark Bay 2016 Commemoration Advisory Committee. Subsequent resolutions of Council required reports from administration on progress with these items.

Comment

Council Resolution

That the administration investigates options for funding an Events Coordinator to organise the 2016 commemoration event and report back to Council at the Ordinary Council Meeting 28 May 2014.

Administration has contacted Events Corp regarding funding opportunities and received advice on options on how to proceed with the project. Administration has also had discussions with the City of Albany regarding the organisation of their 2015 Anzac Day Commemorations. Richard Muirhead is coordinating the State's contribution to the event and the City of Albany has contracted events management company Project 3 to run Council's part of proceedings.

Initial contact with Project 3 has been positive and the Chief Executive Officer has spoken with the Chief Executive Officer of the City of Albany who has given a very positive review on progress to date. Project 3 has provided a concept development proposal of how they believe they can assist with the 2016 commemoration. This includes a funding strategy for how to fund the event and cover costs of employing an events coordinator directly or utilising the services of an event management company to manage the event on the Shire's behalf.

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Discussions are continuing regarding the potential for ongoing economic development to the region stemming from the 2016 commemorations.

Council Resolution

That the administration research information relating to Hartog's voyage in 1616, and purchase equipment up to \$7,000 to install an information timeline using various communication mediums.

The Discovery Centre Manager has been investigating options for displaying an information timeline, including projection and fixed screens. The concept of the timeline was that it be visible from Knight Terrace. Projection equipment would be adequate for night time viewing but would be unable to produce a bright enough image for clear day time viewing. Fixed LED screens attached to the outside of the Discovery Centre would give a clear picture but would require protection from vandalism and the elements. Initial costing for such a system would be approximately \$13,000 – considerably more than the \$7,000 Council has currently allocated.

Screens mounted inside the Centre's windows are possible although the screen size would be limited by the window space. Administration is continuing to explore different configurations and will report back to Council with fully costed options.

Council Resolution

That the administration investigates the feasibility and long term sustainability of developing a Shark Bay Wind Festival.

The Shark Bay Tourist Committee Inc ran the Shark Bay Windsurfing Open Classic from 1991 to 1994. As indicated by Mr Matthews at the last meeting of the Advisory Committee, the event did not continue due to a lack of volunteers to run the event.

Preliminary investigations indicate that the windsurfing and wind kiting season in Western Australia runs from mid-November through to the end of February. Windsurfing WA runs eight major events in this 15 week period. These events are held predominantly in the Perth region with some regional activities.

Western Australia has the second highest number of registered windsurfers in Australia, however numbers nationally are very low.

NSW	219
WA	165
QLD	138
VIC	135
TAS	56
SA	34

As their event schedule is quite full between November and February, there is a window of opportunity for Shark Bay to host an annual event in October or March. Administration will continue to investigate interest in such an event.

Council Resolution

That the administration investigate the availability and costs associated with the Leeuwin and Duyfken participating in the commemoration and report back to Council at the Ordinary Council Meeting 28 May 2014.

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On 29 April 2014 the Chief Executive Officer and the Executive Manager Tourism, Community and Economic Development met with Anne-Marie Archer, Chief Executive Officer of the Leeuwin Ocean Adventure Foundation to discuss the availability of the Leeuwin to attend the 2016 celebrations.

Ms Archer advised that the Leeuwin's schedule was set up to mid 2015 but was enthusiastic about the Leeuwin being part of the celebrations. Discussions included scholarships for students and international marketing of trips to Shark Bay. The costs of bringing the Leeuwin to Shark Bay would be around (waiting on confirmation email from Anne-Marie) which would need to be met through a marketing and donations campaign.

Ms Archer's understanding is that the Duyfken replica visit is being organised by the Premier's Department and hopefully this can be confirmed by Richard Muirhead.

Legal Implications

There are no legal implications relevant to this report

Policy Implications

There are no policy implications relevant to this report

Financial Implications

There are no financial implications relevant to this report

Strategic Implications

Strategic Outcome 1.1.1 Promote the Shire's Dirk Hartog Celebrations involve the community and build on exposure of the event.

Voting Requirements

Simple Majority Required

Date of Report

28 May 2014

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17.2 SHARK BAY 2016 COMMEMORATION ADVISORY COMMITTEE
RC00006

Author

Executive Manager Tourism Community and Economic Development

Disclosure of Any Interest

Nil

Moved Cr Cowell
Seconded Cr Ridgley

Council Resolution

1. That Council note the minutes of the Shark Bay 2016 Commemoration Advisory Committee held on 13 May 2014 (attached).
2. That Council endorse holding the commemoration as a week-long event named "Festival of Discovery" which incorporates a number of events focusing on aspects to be "Discovered" in Shark Bay.
3. That Council endorse the "Festival of Discovery".

6/0 CARRIED

Comment

The Shark Bay Commemoration Advisory committee suggested a range of options which could form part of the lead up to and organisation of the overall event.

That the Shark Bay World Heritage Discovery and Visitor Centre arrange for production of 70mm pewter commemorative coins with the Shire of Shark Bay logo on the face and a selection of marine and terrestrial fauna on the reverse.

Initial enquiries show that we could produce 70mm pewter commemorative coins at approximately \$6.15 per coin with packaging ranging from \$3.50 - \$6.50.

Investigation of 3D photographic tours of the region for display on the internet and seek funding to photograph sites on the National Heritage list.

The Discovery Centre Manager has made enquiries about 3D graphic tours. These operate in much the same way as Google Earth "Street View" but can be taken inside buildings, from vantage points and underwater. An initial quote to have the Discovery Centre interior photographed and displayed on Google was for \$680 which seems very good value for a high profile media presence.

Mr Wardle informed the Committee that the Federal Government was funding 3D photographic tours of national heritage sites in the Eastern States and may be available for the Shire to access.

Investigation of a laser beam to be projected from the Cape Inscription lighthouse and be visible in Denham and surrounds.

Investigation has not commenced.

Invite the Variety Club to attend the festival as part of their annual Variety Bash.

The Variety Club of Western Australia traditionally holds their Variety Club Bash in August, however they also run other events throughout the year including 4WD adventures which may be able to be incorporated into the 2016 events.

Development of a web page relating to the upcoming events and provide this to all businesses in the area, Australia's Coral Coast, Tourism WA, National Landscapes, Department of Parks and Wildlife and World Heritage sites, with a link to the Shire's website which will contain regular updates on the events.

The Discovery Centre Manager has been working on a calendar of events which also includes information on our flora, fauna, history, world heritage etc.

This will include details of the 2016 Commemoration and will be regularly updated. It is anticipated that this will go live on the internet on 1 July 2014 and can be made available to any businesses or organisations which wish to link to this calendar.

Production of brochures to be distributed through the Visitor Centre network of the event.

This would be part of the overall marketing strategy for the Commemoration.

Exploration of options such as a ball or concert for a closing ceremony for the festival.

No exploration has begun.

Contacting sailing clubs to gauge interest in holding a sailing regatta as part of the festival.

No contact has been made.

Investigate the feasibility of a regional tourism forum to inform regional Visitor Centres and tourism operators of events occurring as part of the festival and raise awareness throughout the region.

No investigation has begun. It is anticipated that detailed investigation of these and other suggestions that might arise, will form part of the brief for the Event Coordinator to undertake.

Legal Implications

Nil

Policy Implications

Nil

Financial Implications

The Commemorative coins and the 3D photographic tour of the Discovery Centre could be achieved within the current budget. It is proposed to put additional funds in the 2014/15 draft budget to progress this project. This funding would need to be approved by Council as part of the budget adoption.

Strategic Implications

Strategic Outcome 1.1.1 Promote the Shire's Dirk Hartog Celebrations involve the community and build on exposure of the event.

Voting Requirements

Simple Majority Required

Date of Report

21 May 2014

28 MAY 2014



Shire of Shark Bay

65 Knight Terrace, Denham
PO Box 126, Denham 6537

Telephone (08) 9948 1218 Facsimile (08) 9948 1237
Email admin@sharkbay.wa.gov.au

Meeting Minutes

UNCONFIRMED

SHARK BAY 2016 COMMEMORATION ADVISORY COMMITTEE

The unconfirmed minutes of the Shark Bay 2016 Commemoration Advisory Committee meeting held on the 13 May 2014

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MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

UNCONFIRMED MINUTES OF THE SHARK BAY 2016 COMMEMORATION ADVISORY COMMITTEE - 13 May 2014

1. DECLARATION OF OPENING

The meeting was opened by Cr Cowell as the Chairperson for this committee, who was appointed by Council, at 3.40 pm.

2. RECORD OF ATTENDANCES/APOLOGIES/LEAVE OF ABSENCE GRANTED

Attendances	Cr C Cowell	Chairperson
	Cr G Ridgley	Councillor
	Mr D Matthews	Shark Bay Tourism Association
	Mr K Wardle	Shark Bay Community Member
	Ms N Needham	Shark Bay Community Member
	Mr S Webster	Gascoyne Development Commission – By Electronic Communications From 3.40 pm to 4.17 pm
	Mr P Anderson	Chief Executive Officer
	Ms S Burvill	Executive Manager Tourism Community and Economic Development
	Mr Adam Morris	Shark Bay World Heritage Discovery and Visitor Centre Manager
Apologies	Mr M Grenside	Shark Bay Tourism Association
	Ms J Dwyer	Gascoyne Development Commission

3. CONFIRMATION OF MINUTES

3.1 CONFIRMATION OF THE MINUTES OF THE SHARK BAY 2016 COMMEMORATION ADVISORY COMMITTEE MEETING HELD ON THE 18 MARCH 2014

Moved Cr Ridgley
Seconded Mr Wardle

Committee Recommendation

The minutes of the Shark Bay 2016 Commemoration Advisory Committee meeting held on 18 March 2014 as circulated to all Committee members, are confirmed as a true and accurate record.

6/0 CARRIED

4. MATTERS ARISING FROM PREVIOUS MEETING

The committee noted the Council resolutions and actions that had been undertaken by the administration.

UNCONFIRMED MINUTES OF THE SHARK BAY 2016 COMMEMORATION ADVISORY COMMITTEE - 13 May 2014

1 COMMEMORATION EVENT FORMAT

Moved Mr Matthews
Seconded Mr Wardle

Committee Recommendation

1. That Council consider holding the commemoration as a week-long event named "Festival of Discovery" which incorporates a number of events focusing on aspects to be "Discovered" in Shark Bay.

6/0 CARRIED

Reason: The committee felt that the commemoration should consist of a weeklong event incorporating a variety of events during the week leading up to and incorporating the Dirk Hartog Landing date. This concept could incorporate aspects such as the wind festival.

2 COMMEMORATION COIN

Mr S Webster left the committee meeting at 4.17 pm.

That the Shark Bay World Heritage Discovery and Visitor Centre arrange for production of 70mm pewter commemorative coins for sale, and a smaller cheaper one for distribution, with the Shire of Shark Bay logo on the face and a selection of marine and terrestrial fauna on the reverse.

Reason: The committee noted the information presented by the administration in regard to the production of the coin and considered that the Council logo would be a suitable image to reproduce on the face and a selection of marine and terrestrial fauna images on the reverse side.

Mr Paul Anderson left the committee meeting at 4.50 pm.

3 PUBLIC HOLIDAY VARIATION

Due to the lack of support from the Shire of Exmouth, the Advisory Committee agreed that the change would not be possible and recommends that Council not pursue the change of public holiday date with neighbouring Councils.

5. FINANCIAL REPORTS

5.1 FINANCIAL REPORTS

Council has committed up to \$7,000 for equipment to install an information timeline.

Mr Paul Anderson re-joined the committee meeting at 5.15 pm.

UNCONFIRMED MINUTES OF THE SHARK BAY 2016 COMMEMORATION ADVISORY COMMITTEE - 13 May 2014

6. EVENT MANAGEMENT

6.1 EVENTS

Administration is still to begin investigating a laser light show as suggested by Mr Wardle.

Attached are proposals for advertising opportunities to promote the Shark Bay area in general and the 2016 commemoration in particular. These are not exhaustive opportunities.

Administration is currently looking at the feasibility of holding the 2015 Visitor Servicing Conference which attracts around 100 delegates from Visitor Centres around the State. The requirements are extensive and we may not be able to put in an expression of interest, however if it is feasible, It would give us excellent exposure to the industry before the 2016 celebrations. The Expression of Interest document is attached.

6.2 NEW INITIATIVES

Festival Event

The committee considered the following options should be considered by Council in conjunction, and as part of the proposed festival.

Investigation of 3D photographic tours of the region for display on the internet and seek funding to photograph sites on the National Heritage list.

Investigation of a laser beam to be projected from the Cape Inscription lighthouse and be visible in Denham and surrounds.

Invite the Variety Club to attend the festival as part of their annual Variety Bash.

Development of a web page relating to the upcoming events and provide this to all businesses in the area, Australia's Coral Coast, Tourism WA, National Landscapes, Department of Parks and Wildlife and World Heritage sites, with a link to the Shire's website which will contain regular updates on the events.

Production of brochures to be distributed through the Visitor Centre network of the event.

Exploration of options such as a ball or concert for a closing ceremony for the festival.

Contacting sailing clubs to gauge interest in holding a sailing regatta as part of the festival.

Investigate the feasibility of a regional tourism forum to inform regional Visitor Centres and tourism operators of events occurring as part of the festival and raise awareness throughout the region.

7. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

Nil

MINUTES OF THE ORDINARY COUNCIL MEETING

28 MAY 2014

UNCONFIRMED MINUTES OF THE SHARK BAY 2016 COMMEMORATION ADVISORY COMMITTEE - 13 May 2014

8. NEXT MEETING

The next meeting of the Shark Bay 2016 Commemoration Advisory Committee meeting will be held at 3.30pm on Tuesday 22 July 2014.

9. CLOSE

The Chairperson closed the meeting at 5.50 pm.

28 MAY 2014

18. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

19. URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

Nil

20. MATTERS BEHIND CLOSED DOORS

Nil

21. DATE AND TIME OF NEXT MEETING

The next Ordinary meeting of Council will be held on the 25 June 2014 in Council Chambers commencing at 3.00 pm.

22. CLOSURE OF MEETING

As there was no further business the President closed the Ordinary Council meeting at 5.42 pm.