



Shire of Pingelly

Attachments

Ordinary Council Meeting
15 July 2015

Attachment 1

**11.1.1 Determination for Local Government Elected Members
Pursuant to Section 7B of the Salaries and Allowances Act 1975**

**DETERMINATION FOR LOCAL GOVERNMENT
ELECTED COUNCIL MEMBERS PURSUANT TO
SECTION 7B OF THE *SALARIES AND ALLOWANCES ACT 1975***

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PART 1: INTRODUCTORY MATTERS

This Part deals with some matters that are relevant to the determination generally.

1.1 Short title

This determination may be cited as the *Local Government Elected Council Members Determination No. 1 of 2015*.

1.2 Commencement

This determination comes into operation on 1 July 2015.

1.3 Content and intent

- (1) This determination provides for the amount of fees, expenses and allowances to be paid or reimbursed under the *Local Government Act 1995* ('the LG Act') Part 5 Division 8 to elected council members. The determination applies to elected council members who are members of the council of a local government. Under the LG Act section 3.66, it also applies to elected council members who are members of the council of a regional local government.
- (2) Where the Tribunal has determined a specific amount for a fee, expense or allowance for elected council members of a local government or regional local government, the amount determined by the Tribunal will be payable to an eligible elected council member.
- (3) Where the Tribunal has determined a minimum and maximum amount for a fee, expense or allowance for elected council members of a local government or regional local government, each local government or regional local government council will set an amount within the relevant range determined and the amount set will be payable to an eligible elected council member.
- (4) The fees, expenses and allowances determined are intended to recognise the responsibilities of elected council members, mayors and presidents of local governments and chairmen of regional local governments and to remunerate them for the performance of the duties associated with their office.

1.4 Terms used

In this determination, unless the contrary intention appears -

chairman means a person who is elected or appointed from among the members of a council of a regional local government as its chairman;

committee meeting means a meeting of a committee of a council where the committee comprises –

- (a) council members only; or
- (b) council members and employees of the local government or regional local government;

council –

- (a) in relation to a local government, means the council of the local government;
- (b) in relation to a regional local government, means the council of the regional local government;

council member –

- (a) in relation to a local government –
 - (i) means a person elected under the LG Act as a member of the council of the local government; and
 - (ii) includes the mayor or president of the local government;
- (b) in relation to a regional local government –
 - (i) means a person elected under the LG Act as a member of the council of a local government and who is a member of the council of the regional local government; and
 - (ii) includes the chairman of the regional local government;

LG Regulations means the *Local Government (Administration) Regulations 1996*;

mayor means a council member holding the office of mayor, whether elected by the council from amongst its members or elected by the electors;

operating revenue means revenue that is operating revenue for the purposes of the Australian Accounting Standards made and amended from time to time by the Australian Accounting Standards Board;

president means a council member holding the office of president, whether elected by the council from amongst its members or elected by the electors.

1.5 Pro rata payments

The amount of a person's entitlement to an annual attendance fee or annual allowance specified in this determination shall be apportioned on a pro rata basis according to the portion of a year that the person holds office as a council member and is eligible for the relevant annual attendance fee or annual allowance.

1.6 Local government band allocations

Unless the contrary intention appears, local governments are allocated in this determination to the bands set out in Schedule 1 of this determination. Regional local governments are not allocated to bands.

PART 2: MEETING ATTENDANCE FEES

This Part deals with fees payable to council members for attendance at council meetings and meetings as set out in section 5.98(1) and (2A) of the LG Act and regulation 30(3A) of the LG Regulations.

In particular it deals with fees for attendance at the following meetings –

- (a) council meetings;*
- (b) council committee meetings;*
- (c) Western Australian Local Government Association (WALGA) Zone meetings;*
- (d) Main Roads Western Australia Regional Road Group meetings*
- (e) regional local government meetings where an elected council member is deputising;*
- (f) meetings attended at the request of a Minister of the Crown;*
- (g) meetings where an elected council member is a delegate of the council.*

2.1 GENERAL

- (1) Pursuant to section 5.98(1)(b) of the LG Act, a council member who attends a council meeting is entitled to be paid the fee set by the local government or the regional local government within the range determined in section 2.2 of this Part for council meeting attendance fees.
- (2) Pursuant to section 5.98(1)(b) and (2A)(b) of the LG Act, a council member who attends a committee meeting or (at the request of the local government or regional local government) a meeting of a type prescribed in regulation 30(3A) of the LG Regulations is entitled to be paid the fee set by the local government or regional local government within the range determined in section 2.3 of this Part for attending committee meetings or, as the case requires, meetings of that type.
- (3) Each of the following meetings is a type of meeting prescribed in regulation 30(3A) of the LG Regulations -
 - (a) meeting of a WALGA Zone, where the council member is representing a local government as a delegate elected or appointed by the local government;

- (b) meeting of a Regional Road Group established by Main Roads Western Australia, where the council member is representing a local government as a delegate elected or appointed by the local government;
 - (c) council meeting of a regional local government where the council member is the deputy of a member of the regional local government and is attending in the place of the member of the regional local government;
 - (d) meeting other than a council or committee meeting where the council member is attending at the request of a Minister of the Crown who is attending the meeting;
 - (e) meeting other than a council meeting or committee meeting where the council member is representing a local government as a delegate elected or appointed by the local government.
- (4) Pursuant to section 5.99 of the LG Act, a local government or regional local government may decide by an absolute majority that instead of paying council members an attendance fee referred to in section 5.98(1) of the LG Act, it will pay all council members who attend council or committee meetings a fee set within the range for annual fees determined in section 2.4 of this Part.
- (5) Regulation 30(3C) of the LG Regulations prevents the payment of a fee to a council member for attending a meeting of a type prescribed in regulation 30(3A) of those regulations if –
- (a) the person who organises the meeting pays the council member a fee for attending the meeting; or
 - (b) the council member is paid an annual fee in accordance with section 5.99 of the LG Act; or
 - (c) the council member is deputising for a council member at a meeting of a regional local government and the member of the regional local government is paid an annual fee in accordance with section 5.99 of the LG Act.
- (6) In determining the fees set out in this Part, the Tribunal has taken into account a range of factors including –
- (a) the time required to prepare adequately for the meetings including consideration of agenda papers, site visits related to agenda items and consultation with council staff and community members;

- (b) the role of the council member, mayor or president including, but not limited to, representation, advocacy, and oversight and determination of policy and local legislation;
 - (c) particular responsibilities associated with the types of meetings attended;
 - (d) responsibilities of a mayor, president or chairman to preside over meetings; and
 - (e) the relative “size” of the local government as reflected in the Tribunal’s local government banding model.
- (7) The Tribunal has not determined a specific meeting attendance fee for the purposes of section 5.98(1)(a) or (2A)(a) of the LG Act.

2.2 COUNCIL MEETING ATTENDANCE FEES – PER MEETING

- (1) The ranges of fees in Table 1 and Table 2 apply where a local government or regional local government decides by an absolute majority to pay a council member a fee referred to in section 5.98(1)(b) of the LG Act for attendance at a council meeting.

Table 1: Council meeting fees per meeting – local governments

Band	For a council member other than the mayor or president		For a council member who holds the office of mayor or president	
	Minimum	Maximum	Minimum	Maximum
1	\$600	\$773	\$600	\$1,159
2	\$363	\$567	\$363	\$760
3	\$188	\$400	\$188	\$618
4	\$88	\$232	\$88	\$477

Table 2: Council meeting fees per meeting – regional local governments

	For a council member other than the chairman		For a council member who holds the office of chairman	
	Minimum	Maximum	Minimum	Maximum
All regional local governments	\$88	\$232	\$88	\$477

2.3 COMMITTEE MEETING AND PRESCRIBED MEETING ATTENDANCE FEES – PER MEETING

- (1) The ranges of fees in Table 3 and Table 4 apply where a local government or regional local government decides to pay a council member a fee referred to in –
- (a) section 5.98(1)(b) of the LG Act for attendance at a committee meeting; or
 - (b) section 5.98(2A)(b) of the LG Act for attendance at a meeting of a type prescribed in regulation 30(3A) of the LG Regulations.

Table 3: Committee meeting and prescribed meeting fees per meeting – local governments

For a council member (including the mayor or president)		
Band	Minimum	Maximum
1	\$300	\$386
2	\$181	\$283
3	\$94	\$200
4	\$44	\$116

Table 4: Committee meeting and prescribed meeting fees per meeting – regional local governments

For a council member (including the chairman)		
	Minimum	Maximum
All regional local governments	\$44	\$116

2.4 ANNUAL ATTENDANCE FEES IN LIEU OF COUNCIL MEETING, COMMITTEE MEETING AND PRESCRIBED MEETING ATTENDANCE FEES

- (1) The ranges of fees in Table 5 and Table 6 apply where a local government or regional local government decides by an absolute majority that, instead of paying council members an attendance fee referred to in section 5.98 of the LG Act, it will pay all council members who attend council, committee or prescribed meetings an annual fee.

Table 5: Annual attendance fees in lieu of council meeting, committee meeting and prescribed meeting attendance fees – local governments

For a council member other than the mayor or president			For a council member who holds the office of mayor or president	
Band	Minimum	Maximum	Minimum	Maximum
1	\$24,000	\$30,900	\$24,000	\$46,350
2	\$14,500	\$22,660	\$14,500	\$30,385
3	\$7,500	\$15,965	\$7,500	\$24,720
4	\$3,500	\$9,270	\$3,500	\$19,055

Table 6: Annual attendance fees in lieu of council meeting, committee meeting and prescribed meeting attendance fees – regional local governments

	For a council member other than the chairman		For a council member who holds the office of chairman	
	Minimum	Maximum	Minimum	Maximum
All regional local governments	\$1,750	\$10,300	\$1,750	\$15,450

**PART 3: ANNUAL ALLOWANCE FOR A MAYOR, PRESIDENT, CHAIRMAN,
DEPUTY MAYOR, DEPUTY PRESIDENT AND DEPUTY CHAIRMAN**

This Part deals with annual allowances payable to mayors, presidents, chairmen and their deputies in addition to any entitlement to meeting attendance fees or the reimbursement of expenses pursuant to section 5.98 of the LG Act.

In particular, this Part deals with –

- (a) the entitlement of a mayor, president or chairman to an additional allowance;
and*
- (b) the discretion of a local government or regional local government to pay an additional allowance to a deputy mayor or deputy president or deputy chairman.*

3.1 GENERAL

- (1) Pursuant to section 5.98(5) of the LG Act, the mayor or president of a local government and the chairman of a regional local government are entitled, in addition to any fees or reimbursement of expenses payable under section 5.98(1) or (2), to be paid the annual allowance set by the local government or regional local government within the range determined in section 3.2 of this Part.
- (2) Pursuant to section 5.98A(1) of the LG Act, a local government or regional local government may decide by an absolute majority to pay the deputy mayor or deputy president of the local government, or the deputy chairman of the regional local government, an allowance of up to the percentage that is determined by the Tribunal of the annual allowance to which the mayor or president of the local government, or the chairman of the regional local government, is entitled under section 5.98(5) of the LG Act. That percentage is determined in section 3.3 of this Part. This allowance is in addition to any fees or reimbursement of expenses payable to the deputy mayor, deputy president or deputy chairman under section 5.98 of the LG Act.
- (3) In determining the allowances set out in this Part, the Tribunal has taken into account a range of factors including the following –
 - (a) the leadership role of the mayor, president or chairman;
 - (b) the statutory functions for which the mayor, president or chairman is accountable;
 - (c) the ceremonial and civic duties required of the mayor, president or chairman, including local government business related entertainment;

- (d) the responsibilities of the deputy mayor, deputy president or deputy chairman when deputising;
- (e) the relative “size” of the local government as reflected in the Tribunal’s local government banding model;
- (f) the civic, ceremonial and representation duties particular to the Lord Mayor of Western Australia’s capital city.

3.2 ANNUAL ALLOWANCE FOR A MAYOR, PRESIDENT OR CHAIRMAN

- (1) The ranges of allowances in Table 7 apply where a local government sets the amount of the annual local government allowance to which a mayor or president is entitled under section 5.98(5) of the LG Act, subject to subsections (3) and (4).
- (2) The range of allowances in Table 8 apply where a regional local government sets the amount of the annual local government allowance to which a chairman is entitled under section 5.98(5) of the LG Act, subject to subsection (5).
- (3) Despite the provisions of subsection (1), the Perth City Council is to set the amount of the annual local government allowance to which the Lord Mayor is entitled within the range of \$60,000 to \$133,900.
- (4) The maximum annual local government allowance for a mayor or president of a local government shall not exceed the maximum allowance applicable to that local government in Table 7 or 0.2 per cent of the local government’s operating revenue for the 2014-15 financial year, whichever is the lesser.
- (5) The maximum annual local government allowance for a chairman of a regional local government shall not exceed the maximum allowance applicable to that regional local government in Table 8 or 0.2 per cent of the regional local government’s operating revenue for the 2014-15 financial year, whichever is the lesser.

Table 7: Annual allowance for a mayor or president of a local government

For a mayor or president		
Band	Minimum	Maximum
1	\$50,000	\$87,550
2	\$15,000	\$61,800
3	\$1,000	\$36,050
4	\$500	\$19,570

Table 8: Annual allowance for a chairman of a regional local government

For a chairman		
	Minimum	Maximum
All regional local governments	\$500	\$19,570

3.3 ANNUAL ALLOWANCE FOR A DEPUTY MAYOR, DEPUTY PRESIDENT OR DEPUTY CHAIRMAN

- (1) The percentage determined for the purposes of section 5.98A(1) of the LG Act is 25 per cent.

PART 4: EXPENSES TO BE REIMBURSED

This Part deals with expenses for which council members are entitled to be reimbursed pursuant to section 5.98(2) of the LG Act.

In particular, this Part deals with –

- (a) expense reimbursements prescribed specifically in regulation 31(1) of the LG Regulations that must be paid by a local government or regional local government when claimed by a council member (i.e. telephone and facsimile rental, child care and travel); and*
- (b) expense reimbursements prescribed in general terms in regulation 32(1) of the LG Regulations that may be approved by a local government or regional local government and claimed by a council member.*

4.1 GENERAL

- (1) Pursuant to section 5.98(2)(a) and (3) of the LG Act, a council member who incurs an expense of a kind prescribed in regulation 31(1) of the LG Regulations is entitled to be reimbursed for the expense to the extent determined in section 4.2(1) to (5) of this Part.
- (2) Regulation 31(1) of the LG Regulations prescribes the following kinds of expenses that are to be reimbursed –
 - (a) rental charges incurred by a council member in relation to one telephone and one facsimile machine; and
 - (b) child care and travel costs incurred by a council member because of the member's attendance at a council meeting or a meeting of a committee of which he or she is also a member.
- (3) Pursuant to section 5.98(2)(a) and (3) of the LG Act, a council member who incurs an expense of a kind prescribed in regulation 31(1) of the LG Regulations is entitled to be reimbursed for the expense to the extent determined in section 4.2(6) and (7) of this Part.
- (4) Regulation 32(1) of the LG Regulations prescribes the following kinds of expenses that may be approved by a local government for reimbursement –
 - (a) an expense incurred by a council member in performing a function under the express authority of the local government;

- (b) an expense incurred by a council member to whom paragraph (a) applies by reason of the council member being accompanied by not more than one other person while performing the function if, having regard to the nature of the function, the local government considers that it is appropriate for the council member to be accompanied by that other person;
- (c) an expense incurred by a council member in performing a function in his or her capacity as a council member.

4.2 EXTENT OF EXPENSES TO BE REIMBURSED

- (1) The extent to which a council member can be reimbursed for rental charges in relation to one telephone and one facsimile machine is the actual expense incurred by the council member.
- (2) The extent to which a council member can be reimbursed for child care costs incurred because of attendance at a meeting referred to in regulation 31(1)(b) of the LG Regulations is the actual cost per hour or \$25 per hour, whichever is the lesser amount.
- (3) The extent to which a council member of a local government can be reimbursed for travel costs referred to in regulation 31(1)(b) of the LG Regulations is –
 - (a) if the person lives or works in the local government district or an adjoining local government district, the actual cost for the person to travel from the person's place of residence or work to the meeting and back; or
 - (b) if the person does not live or work in the local government district or an adjoining local government district, the actual cost, in relation to a journey from the person's place of residence or work and back –
 - (i) for the person to travel from the person's place of residence or work to the meeting and back; or
 - (ii) if the distance travelled referred to in subparagraph (i) is more than 100 kilometres, for the person to travel from the outer boundary of an adjoining local government district to the meeting and back to that boundary.
- (4) The extent to which a council member of a regional local government can be reimbursed for travel costs referred to in regulation 31(1)(b) of the LG Regulations is the actual cost for the person to travel from the person's place of residence or work to the meeting and back.

- (5) For the purposes of subsections (3) and (4), travel costs incurred while driving a privately owned or leased vehicle (rather than a commercially hired vehicle) are to be calculated at the same rate contained in Section 30.6 of the *Local Government Officers' (Western Australia) Interim Award 2011* as at the date of this determination.
- (6) The extent to which a council member can be reimbursed for child care costs incurred in any of the circumstances referred to in regulation 32(1) of the LG Regulations is the actual cost per hour or \$25 per hour, whichever is the lesser amount.
- (7) The extent to which a council member can be reimbursed for intrastate or interstate travel and accommodation costs incurred in any of the circumstances referred to in regulation 32(1) of the LG Regulations is at the same rate applicable to the reimbursement of travel and accommodation costs in the same or similar circumstances under the *Public Service Award 1992* issued by the Western Australian Industrial Relations Commission as at the date of this determination.

PART 5: ANNUAL ALLOWANCES IN LIEU OF REIMBURSEMENT OF EXPENSES

This Part deals with annual allowances that a local government or regional local government may decide to pay, pursuant to section 5.99A of the LG Act, to all council members in lieu of the reimbursement of expenses of a particular type under section 5.98(2) of the LG Act.

In particular, this Part deals with allowances to be paid instead of –

- (a) expense reimbursements prescribed specifically in regulation 31(1) of the LG Regulations that must be paid by a local government or regional local government when claimed by a council member (i.e. telephone and facsimile rental, child care and travel); and*
- (b) expense reimbursements prescribed in general terms in regulation 32(1) of the LG Regulations that may be approved by a local government or regional local government and claimed by a council member.*

5.1 GENERAL

- (1) Pursuant to section 5.99A of the LG Act, a local government or regional local government may decide by absolute majority that instead of reimbursing council members under the LG Act section 5.98(2) for all of a particular type of expense, it will pay all council members, for that type of expense, the annual allowance determined in section 5.2 of this Part or, as the case requires, an annual allowance within the range determined in that section.
- (2) Where a local government or regional local government has decided to pay council members an annual allowance for an expense of a particular type instead of reimbursing expenses of that type under section 5.98(2) of the LG Act, section 5.99A of the LG Act provides for reimbursement of expenses of that type in excess of the amount of the allowance.
- (3) In determining the maximum annual allowance for expenses of a particular type, the Tribunal has taken into account a range of factors including the following:
 - (a) the intent of the allowance to reflect the extent and nature of the expenses incurred and not to result in a windfall gain for council members;
 - (b) the capacity of local governments to set allowances appropriate to their varying operational needs;
 - (c) the particular practices of local governments in the use of information and communication technology (e.g. laptop computers, iPads);

- (d) the varying travel requirements of council members in local governments associated with geography, isolation and other factors.

5.2 ANNUAL ALLOWANCES DETERMINED INSTEAD OF REIMBURSEMENT FOR PARTICULAR TYPES OF EXPENSES

- (1) In this section –

ICT expenses means –

- (a) rental charges in relation to one telephone and one facsimile machine, as prescribed by regulation 31(1)(a) of the LG Regulations; or
- (b) any other expenses that relate to information and communications technology (for example, telephone call charges and internet service provider fees) and that are a kind of expense prescribed by regulation 32(1) of the LG Regulations;

travel and accommodation expenses means –

- (a) travel costs, as prescribed by regulation 31(1)(b) of the LG Regulations; or
 - (b) any other expenses that relate to travel or accommodation and that are a kind of expense prescribed by regulation 32(1) of the LG Regulations.
- (2) For the purposes of section 5.99A(b) of the LG Act, the minimum annual allowance for ICT expenses is \$500 and the maximum annual allowance for ICT expenses is \$3,500.
 - (3) For the purposes of section 5.99A(a) of the LG Act, the annual allowance for travel and accommodation expenses is \$50.

SCHEDULE 1: LOCAL GOVERNMENT BAND ALLOCATIONS

LOCAL GOVERNMENT	BAND
Albany City	2
Armadale City	1
Ashburton Shire	2
Augusta-Margaret River Shire	2
Bassendean Town	3
Bayswater City	1
Belmont City	1
Beverley Shire	4
Boddington Shire	4
Boyup Brook Shire	4
Bridgetown-Greenbushes Shire	3
Brookton Shire	4
Broome Shire	2
Broomehill-Tambellup Shire	4
Bruce Rock Shire	4
Bunbury City	2
Busselton City	2
Cambridge Town	2
Canning City	1
Capel Shire	3
Carnamah Shire	4
Carnarvon Shire	2
Chapman Valley Shire	4
Chittering Shire	3
Claremont Town	3
Cockburn City	1
Collie Shire	3
Coolgardie Shire	3
Coorow Shire	4
Corrigin Shire	4
Cottesloe Town	3
Cranbrook Shire	4
Cuballing Shire	4
Cue Shire	4
Cunderdin Shire	4
Dalwallinu Shire	4
Dandaragan Shire	3
Dardanup Shire	3
Denmark Shire	3

LOCAL GOVERNMENT	BAND
Derby-West Kimberley Shire	2
Donnybrook Balingup Shire	3
Dowerin Shire	4
Dumbleyung Shire	4
Dundas Shire	4
East Fremantle Town	3
East Pilbara Shire	2
Esperance Shire	2
Exmouth Shire	3
Fremantle City	1
Gingin Shire	3
Gnowangerup Shire	4
Goomalling Shire	4
Gosnells City	1
Greater Geraldton City	1
Halls Creek Shire	3
Harvey Shire	2
Irwin Shire	3
Jerramungup Shire	4
Joondalup City	1
Kalamunda Shire	2
Kalgoorlie-Boulder City	1
Katanning Shire	3
Kellerberrin Shire	4
Kent Shire	4
Kojonup Shire	3
Kondinin Shire	4
Koorda Shire	4
Kulin Shire	4
Kwinana City	1
Lake Grace Shire	4
Laverton Shire	3
Leonora Shire	3
Mandurah City	1
Manjimup Shire	3
Meekatharra Shire	3
Melville City	1
Menzies Shire	4
Merredin Shire	3
Mingenew Shire	4
Moora Shire	3
Morawa Shire	4
Mosman Park Town	3

LOCAL GOVERNMENT	BAND
Mount Magnet Shire	4
Mount Marshall Shire	4
Mukinbudin Shire	4
Mundaring Shire	2
Murchison Shire	4
Murray Shire	3
Nannup Shire	4
Narembeen Shire	4
Narrogin Shire	4
Narrogin Town	3
Nedlands City	2
Ngaanyatjarraku Shire	4
Northam Shire	2
Northampton Shire	4
Nungarin Shire	4
Peppermint Grove Shire	4
Perenjori Shire	4
Perth City	1
Pingelly Shire	4
Plantagenet Shire	3
Port Hedland Town	1
Quairading Shire	4
Ravensthorpe Shire	3
Rockingham City	1
Roebourne Shire	1
Sandstone Shire	4
Serpentine-Jarrahdale Shire	3
Shark Bay Shire	4
South Perth City	2
Stirling City	1
Subiaco City	2
Swan City	1
Tammin Shire	4
Three Springs Shire	4
Toodyay Shire	3
Trayning Shire	4
Upper Gascoyne Shire	4
Victoria Park Town	2
Victoria Plains Shire	4
Vincent Town	2
Wagin Shire	4
Wandering Shire	4
Wanneroo City	1

LOCAL GOVERNMENT	BAND
Waroona Shire	3
West Arthur Shire	4
Westonia Shire	4
Wickepin Shire	4
Williams Shire	4
Wiluna Shire	4
Wongan Ballidu Shire	4
Woodanilling Shire	4
Wyalkatchem Shire	4
Wyndham-East Kimberley Shire	2
Yalgoo Shire	4
Yilgarn Shire	3
York Shire	3

Signed this 17th day of June 2015.

W S Coleman AM
CHAIRMAN

C A Broadbent
MEMBER

B J Moore
MEMBER

SALARIES AND ALLOWANCES TRIBUNAL

Attachment 2

11.1.2 Doctors Medical Services Contract

This AGREEMENT is made the 23rd day of June 2015.

CONTRACT PERIOD THREE YEARS FROM DATE OF COMMENCEMENT

BETWEEN:

The Shire of Pingelly in the State of Western Australia (hereinafter called "the Shire") of the one part,

AND:

Agape Ventures Pty Ltd (hereinafter called "the Provider") of the other part.

WHEREAS

- (a) The Shire is desirous of obtaining a permanent and continuous medical service for the benefit of persons living within the Shire and is willing to provide a surgery, doctor's residential accommodation, doctor's vehicle and pay management fees to enable such a service to be provided.
- (b) The Provider agrees to provide such a service on the terms and conditions hereinafter appearing.

CONTRACT PERIOD THREE (3) YEARS

On expiry this Contract may be renewed by mutual agreement between the Shire and the Provider for an unlimited number of further 12-month extensions. Such renewal will be deemed to have occurred by default unless either party informs the other in writing of their intention not to renew. Such notice of intent not to renew to be given at least thirteen (13) weeks prior to the expiry of the contract.

NOW THEREFORE in consideration of these presents and of the mutual covenants and agreement herein appearing THIS DEED WITNESSES as follows:

- 1 In this agreement the following definitions apply:

Medical Services means the provision of Medical Services as ordinarily provided within the confines of the boundaries of the Shire of Pingelly by a medical practitioner/s registered pursuant to the laws governing the registration of medical practitioners in Western Australia to practice as a Medical Practitioner.

Medical Practitioner means a medical practitioner employed or otherwise engaged by the Provider to practice as such in accordance with the terms of this agreement and who is registered pursuant to the laws governing the registration of medical practitioners in Western Australia to practice as a medical practitioner within the boundaries of a local government including the provision of Hospital Emergency Department services.

2. The Provider agrees to provide on the terms hereinafter appearing Medical Services within the boundaries of the Shire of Pingelly until this Agreement is terminated in accordance with clause 9 herein.
3. In providing Medical Services the Provider will employ or otherwise engage Medical Practitioners who;
 - (a) shall be approved by the Medical Board of Western Australia and the Medical Advisory Council for the region as a suitable person to provide medical services to the community;
 - (b) shall practice as a Medical Practitioner within the Shire of Pingelly.

4. (a) Medical Services provided by the Provider shall be on the basis of continuous service such that a Medical Practitioner shall remain in continuous practice during the currency of this agreement.
- (b) For the purposes of section 4(a) of this agreement the definition of continuous medical services will be medical services provided independently by a Medical Practitioner for a minimum of 6 hours per day over the normal working week, public holidays excepted.
- (c) For the purposes of this agreement the expression "continuous practice" shall mean continuous practice as a General Medical Practitioner at the Pingelly General Practice and/or the Pingelly District Hospital, both at 34 Stratford Street, Pingelly in accordance with clause 4 (b).

PROVIDED THAT the following shall not be deemed a break in continuous practice;

- (i) In exceptional circumstances preventing the practice from providing continuous services the service level may reduce to a minimum of half day service for a maximum of one week.
 - (d) in the event of the Medical Practice not being able to provide a service for a period of more than 5 days then a breach in continuous service is deemed to exist.
 - (e) In the event of a breach in continuous service the Shire will not be responsible for the payment of the Management Fee for the period of the breach.
5. The Provider shall:
 - (a) be responsible for the day-to-day costs of equipment and staffing the surgery provided by the Shire pursuant to clause 6 (a) herein.
 - (b) remain sole owner of all equipment, furnishings and supplies placed in the surgery by the Provider unless otherwise agreed by both parties of this contract.
 - (c) ensure that the Medical Services provided are of the highest standard taking into account the facilities available.
 - (d) ensure that the Medical Practitioner carries on practice as a Medical Practitioner to the utmost of his/her skill and ability and whilst so practising in a manner that complies with all laws, rules, ethics and customs applicable to the medical profession in Western Australia.
 6. To facilitate the provision of Medical Services the Shire:
 - (a) hereby grants to the Provider a licence to enter and use the surgery building and the use of existing furnishings and equipment during the term of this licence free of charge save for those costs and expenses as stated in the Schedule.
 - (b) if required by the Provider, the Shire shall provide a furnished and equipped residence during the term of this licence, free of charge save for those costs and expenses as otherwise stated in the Schedule.
 - (c) pass onto the Provider any insurance excess that may be applicable where a claim is made on the Shire's policy as a result of actions by the Medical Practitioner in respect of damage to the residence referred in this agreement.
 - (d) shall provide to the Provider for use by the Medical Practitioner a suitable vehicle. The Shire will remain responsible for provision of licensing, insurance, tyres, scheduled servicing and repairs, as needed.
 - (e) pass onto the Provider any insurance excess that may be applicable where a claim is made on the Shire's policy as a result of actions by the Medical Practitioner in respect of damage to the vehicle referred in this agreement.

7. In respect of the surgery and its use the Provider covenants and agrees with the Shire that it shall:
- (a) pay those outgoings as specified in the Schedule hereto within fourteen days of the Shire advising the Provider in writing of the amount of such outgoings.
 - (b) not do or permit to be done any act or thing which makes void any insurance policy.
 - (c) at all times maintain it in the same condition as existing as at the date of commencement of occupancy, fair wear and tear excepted.
 - (d) not make any structural alteration to it without the written consent of the Shire and shall at the Provider own cost reinstate it, if required by the Shire at the expiration of this agreement.
 - (e) use it as a doctor's surgery and conform to all state and local authority laws Bylaws, regulations and requirements currently in force.
 - (f) cause no nuisance to the Shire or any other licensee, occupier or user of it.
 - (g) if required by the Shire at any time to sign and deliver to it a property condition statement.
 - (h) permit the Shire and its agents to have access to it at all reasonable times.
 - (i) upon termination of this licence remove from it any fixture fittings or property belonging to the Provider and leave it clean and available for use and occupation.
 - (j) effect and keep in force at all times such policies of insurance as are specified in the schedule and if required to produce to the Shire any such policies of insurance effected by him together with a current certificate of renewal and receipts in support thereof.
 - (k) pay any insurance excess that may be applicable where a claim is made on the Shire's policy as a result of actions by the provider or his associates in respect of damage to the property referred in this agreement and the property schedule.
8. Management Fee
- Except as provide by section 4(3), the Shire agrees to pay the Provider the sum as specified in the Schedule.
9. This contract may be terminated by either party giving to the other (13) thirteen week's notice in writing of intention so to do.
10. Any notice required to be served on the Provider may be served on him personally or by leaving it at the surgery or at his last known address.
11. Access to Records When Services Cease.
- The parties agree that at the termination of the contract or should the Provider cease to provide the services the Medical Records from the Medical Centre will not be removed but will be stored in an appropriate secure location agreed upon by the parties at the cost of the Shire. Full access will be provided on the understanding that such storage and management of files complies with all relevant legislative requirements.
12. Medical Records to the District Hospital.
- In the event that the Provider gives notice to the Shire that it cannot perform its obligations set out in the contract, then the Provider agrees that the District Hospital or such other suitable body as agreed upon by the Shire will be offered by (30) thirty days notice in writing the opportunity to store and manage the Medical Records on the understanding that such storage and management of files complies with all relevant legislative requirements.

SCHEDULE

Date of Commencement	1 May 2014
clause 6(a)	The surgery premises at 38 Stratford Street, Pingelly.
clause 6(b)	The residence located at 59 Stratford Street, Pingelly. The Provider pays all telephone, electricity, gas and water usage in excess of 600kls in any one year. The Shire shall maintain the gardens at the residence.
clause 6(d)	Commodore Sedan/Wagon or equivalent.
clause 7(a)	Provider pays all telephone, electricity, gas and water, and any other outgoings, other than local government authority rates and charges, levied in respect of the surgery. As the premises is shared the Provider will be liable for its proportionate amount of shared electricity, gas and water as centrally metered.
clause 7(j)	Policy of public liability with respect to it and the business carried on therein to a minimum cover of \$100,000,000.
clause 8(a)	A Management Fee of \$60,000 per annum (\$180,000 for three years) to be paid to the Provider, payable quarterly in advance on presentation of a tax invoice. The amount to be reviewed and increased in line with the Consumer Price Index (all capital cities) on each renewal of the Contract.

All fees and payments referred to in this clause 8 are GST exclusive.

This AGREEMENT is made the 23rd day of June 2015.

CONTRACT PERIOD THREE YEARS FROM DATE OF COMMENCEMENT

BETWEEN:

The Shire of Pingelly (17 Queen Street, Pingelly 6308) in the State of Western Australia (hereinafter called "the Shire") of the one part,

AND:

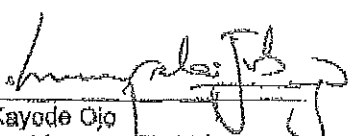
Agape Ventures Pty Ltd (PO Box 5030, Canning Vale 6155) in the State of Western Australia (hereinafter called "the Provider") of the other part.

EXECUTION BY THE PARTIES


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

Shirley Joy LANGE
Shire President

Gavin Charles POLLOCK
Chief Executive Officer



Dr Job Kayode Ojo
For Agape Ventures Pty Ltd



Dr Olubukunmi Olubodun
For Agape Ventures Pty Ltd

APPENDIX

Shire of Pingelly Owned Furnishings & Equipment at the Pingelly Medical Centre

Waiting Area	
Magazine table	Good
All blue upholstered chairs in the practice	
Pink upholstered chairs	Replaced with blue vinyl upholstered chairs – Shire
Pamphlet holders	Good
Reception	
Filing cabinet	Good
Cupboard behind door	Good
Reception desk	Included in reception counter
Receptionist's chairs	
Desk under window	Good
All electrical equipment	Good
Vaccine fridge	New vaccine fridge purchased by Agape Venture 11 March 2013
Staff fridge	Average
Safe	Good
Middle of room filing cabinets	Good
Phone	New phones purchased by Agape Ventures 2014
Answering Machine	New machine purchased by K Watts – now replaced by inbuilt in new phones
Pamphlet holders	Good
Kettle	New kettle purchased by K Watts
Dell optiplex workstation 380DT	Average
Dell Mono Laser Printer	
Power Connect 3524P Ethernet	Dell power connect 2824 - good
2 x PowerEdge T310 Tower Chassis	
Desktop Dell Opti Keyboard	Good
Lexmark X464DE Printer	
Proscan Avison Scanner	Good
Guardian UPS	Good
Black Student Chair	Good
Black Student Chair	Good
Reception Counter	Average
Computer Workstation	
Dell Lexmark Printer X364dn	Good – only printer in reception
Arcus Vaccine Fridge 1301t	
Microsoft keyboard	Good
Dell Screen	Good
Doctor's Room 1	
Medical equipment and products	
Computer – Dell screen and keyboard	Good
Printer	New – purchased by Agape ventures
Stationery	Good
Phone	New – purchased by Agape Ventures
Scales	Good
Doctor's bag	Good
Optiplex 380DT Base	Good
Doctor's Room 2	
Computer	Dell Optiplex 380 – good
Printer	Dell 2350D AV (bit temperamental)
Doctor's chair	Poor – very heavy
Stationery	Good
Instrument cleaning equipment	Good
Medical equipment and products	Good
Scales	Good
Dell Mono Laser Printer	
Dell Optiplex 380DT Base Screen	Good
Phone	New phone purchased by Agape Ventures

APPENDIX

Shire of Pingelly Owned Furnishings & Equipment at 59 Stratford Street, Pingelly.

Front Lounge	
Patterned Sofa	Good
Cushions matching sofas	Good
Large Coffee Table	Good
Small Coffee Table	Good
Vertical Blinds	Good
Old Hisense TV	Average
Main bedroom	
Queen size bed	Good
SlumberCare Cottage Elegant queen size mattress	Good
Chest of drawers (6 draws)	Good
Mirror with 2 small drawers	Good
Bedside Cupboard (3 drawers)	Good
Stand alone mirror	Good
Mercator A13111 bedlamp	Good
Equity alarm clock	Missing
Shower caddy	In main Bathroom
Vertical blinds	Good
Bedroom Two	
Single bed & mattress	Good
Dressing table (2 small drawers - 1 missing, 2 large)	Okay
Bedside cupboard (3 drawers)	Good
Vertical blind	Good
Bedroom Three/Office	
Large Desk	Okay
Bookcase 5 shelves	Good
Office Chair	Okay
Vertical blind	Good
Computer Station and Monitor	Average
Video Player	Average
Bedroom Four	
Queen size bed	Good
SlumberCare Cottage Elegant queen size mattress	Good
Southland Furniture chest of drawers (6 Draws)	Good
Wardrobe (2 door)	Good
Vertical Blind	Good
Laundry	
Simpson Encore 555 5.5kg Washing Machine (Mod: 36S555 S/N 836 10193)	Good
Simpson Sirocco 455 Clothes Dryer (Mod: 39S455 S/N 825 32257)	Good
Ceramic toilet brush holder & brush	Average
Vertical Blind on sliding door	Good
Kambrook K126B Iron	Good
Sunbeam Mode large ironing Board	Good
Broom & Mop and dust pan long handled brush – no broom	Average
Panasonic Airpower MC-3500 Vacuum Cleaner	Good
Plastic washing basket	Good
Queen bed wool quilt x 2	Good
Queen quilt cover set x 2	Doesn't look used
Heritage 25- thread Queen bed sheet set x 2	Doesn't look used
Single bed wool quilt x 2	Doesn't look used
Single Bed quilt cover x 2	Doesn't look used
Heritage 25- thread single x 2 bed sheet set	Doesn't look used
Sheridan Egyptian towels x 6	Doesn't look used
Heritage 25- thread pillow slips x 8	Doesn't look used
Tontine Luxe Pillows & Pillow slips x 8	Doesn't look used
Mop Bucket x 1	Average

Kitchen	
Westinghouse fridge (Mod: WTM2800WB S/N 05114667)	Good
Whirlpool M595 Microwave	Good
Westinghouse oven (Mod: POP663S*02 S/N 927 90926)	Good
Westinghouse hotplate	Right hand front burner not lighting
Abode OP1117 Kettle	Good
Abode Toaster	Good
White Porcelain 4 piece dinner set (dinner, soup, side & coffee)	Good
16cm saucepan	Good
24cm casserole pot	Good
24cm fry pan	Good
Tea towels x 3	Average
Glasses with wavy pattern x 6	Good
Knives with grey handles x 6 and 1 Sm knife	Average
Assorted forks x 10	Average
Dessert spoons x 2	Average
Teaspoons x 5	Average
Vege knife small x 1	Average
Egg slice plastic x 2	Average
Wooden spoon x 2	Average
Can opener x 2	Average
Potato peeler x 1	Average
Plastic flip lid 30L garbage bin	Average
Breville slow cooker	Average
Rubbish Bin	Average
2 long knives	Average
Small cutting board	Average
New casserole dish	New
New 30cm frypan	New
New 30cm saucepan	New
4 piece cutlery set	Average
Family Room	
Lounge Suite Velour beige - Couch	Good
Lounge Suite Recliners velour beige	Good
Med Coffee Table	Good
Toshiba 26" LCD TV (Mod: 26EL800A S/N B30M26C06130L1) and DVD (GVA)	
Westgate wooden dining table & 6 chairs	Good
Outside	
Fitted garden hose & holder	Missing
Sulo MGB	Good
Sulu Recycling MGB	Good
Kambrook fan heater	Average
Pedestal fan moretti x 2	New
Volta vacuum cleaner	Good
Lights – front door	Not working
Lights – passage first light	Not working

Attachment 3

11.1.3 Pingelly Community Resource Centre Chairperson Letter



Pingelly

Community Resource Centre

18 PARADE STREET, PINGELLY, WA, 6308

Ph/Fx: 98871409

ABN 49 405 213 502

Shire of Pingelly
CEO Gavin Pollock
Queen St
Pingelly WA 6308

Dear Gavin

I wish to advise you that under our constitution we do not require a delegated Council representative.

Whilst we appreciate that Council has appointed a representative for this task there appears to have been a conflicting issue in that currently and for some years now Mr Bill Mulroney has been an elected voting member of our committee.

We are a management committee and have a policies and processes that must be adhered to by all sitting members. And whilst traditionally it was seen as "standard" to have shire representation to a committee we no longer see this as a need.

There for we respectfully ask that you remove the nomination of a delegated Shire Representative to the CRC from your register of delegations.

Please Note: Mr Bill Mulroney is an elected member to our board and we are happy for him to feedback updates to shire on our progress.

We appreciate shires participation in our committee, and shires continued support of the services we deliver.

Kind regards

E Hodges
Chairperson
30.6.2015

Proudly supported by



ROYALTIES
FOR REGIONS

Attachment 4

11.1.4 Letter from Kylie Turton – On Behalf of Families with Young Children and Supporting Signatures

SHIRE OF PINGELLY	
FILE	002/0
DATE	23 JUN 2015
Officer	CEO
Copy to	

Shire of Pingelly
17 Queen St
Pingelly WA 6308

7 June 2015

Att: Gavin Pollock Chief Executive Officer/ Shire Councillors

Dear Gavin

Re: Request for Playground Equipment appropriate for toddlers/pre-primary years.

An issue identified and often spoken about amongst parents of young children, is the general lack of playground equipment available within the town, which is appropriate for the use by toddlers, pre-primary and early primary school aged children.

Many families have identified the existing gap in provisions for young children in our town. Commonly parents state the benefits of having some appropriate toddler focused play equipment established in the existing playground which is situated between **Parade and Queen Streets** (behind the Memorial Park and in front of the grounds of Playgroup). Currently the equipment located in the playground is obviously not appropriate or safe for young children.

Pingelly as a community have a thriving population of babies, toddlers and pre-primary aged children. Having access to some appropriate play equipment would greatly benefit families with young children in supporting their development; not only in relation to developing their gross motor skills and promoting physical activity for their general health and well-being, but also in providing improved opportunities for young families and young children to socialise and network.

I know a number of parents who would love the opportunity to meet up with friends and their children at a local location which is toddler friendly and provides a safe area for play. The secondary benefits to young families having access to such local resources is also worth considering (eg increased opportunity to; socialise, be active which boosts general health, combats weight problems, improves learning, promotes a sense of belonging to the community and improved mental health).

Based on comments/suggestions made by parents of young children, ideally:

- Appropriate play equipment would be constructed/provided at the existing playground site mentioned above, due to the close proximity to town and the access to the Memorial Park. This would allow opportunity for parents to park, play and then shop/do business.
- The play equipment would include toddler appropriate options to allow and encourage children to *crawl, climb, swing, seesaw, slide, jump and run*. *Social, manipulative and imaginative play* are also important.
- Shape, colour and function, play an important role.
- Consideration of employing the 5 senses would also be beneficial.
- Priority age group 1-4; 4-6 years also to be considered.
- Issues to promote safety
 - with consideration of location on the site (ie far away as possible from the roads surrounding the park);

- the toddler play area ideally would be fenced with a secure gate.
- rubber surface to break falls and reduce injuries.

Local families with young children are seeking a safe and pleasant venue where they can entertain, engage and develop the skills of their young children. Ideally the venue would cater for the needs of families to meet and gather socially (for example enjoy a family barbeque); have access to rubbish bins, barbeques, picnic table and park chairs etc some of which are available at Memorial Park. The benefits of developing the existing playground site would also be beneficial in attracting travellers to stop in our town as they are passing through and also may promote neighbouring town visitors.

Please find two documents attached:

1. A summary which identifies some examples of some ideal play equipment, so that the Council has an idea of the kind of play equipment we are requesting. We acknowledge that our request does come at a cost and if or what is provided will depend upon available budget and funding sources. (Apologies costs have not been investigated).
2. A signed list of families supporting this request.

Please do not hesitate to contact me with any questions or if I can be of any assistance. On behalf of families with young children I thank you for your time and consideration of this request.

Yours sincerely

Kylie Turton
1380 North Bannister- Pingelly Rd
West Pingelly WA 6308

98877142

Additional Comments Made By Parents (during time signatures sought):

- It would be appreciated if Council considered providing public accessible nappy changing facilities - public toilet and in any future developments (ie Rec Centre).
- Fencing around toddler playground essential.
- Pioneer Park would benefit from having a toddler fence around it - many parents concerned about safety with the water right at the foot of the playground.
- A bench seat right beside the playground at Pioneer Park would also help parents to apenise, seat & feed babies etc, while other children play.
- Toddler swingo needed.

Examples of requested play equipment

PlayRight Australia was contacted to provide a catalogue of KOMPAN playground equipment. The items identified are examples only to provide a vision of the kind of play equipment which may be beneficial.

Suggested options are made generally or are specific to the KOMPAN Playgrounds 2014 catalogue.

Priority: Basic swing, slide and crawling (tunnel) equipment

- Traditional treated pine swing – which includes a general seat and a toddler seat.
- Slide BASIC350P (P47) (Ages 2-6)
- Peekaboo Tunnel GSP000500 (p99)
- A manipulative play wall/area ie a steering wheel, knobs, etc

Other options:

- Traditional treated pine pieces inserted into the ground at slightly varying levels to promote balance and coordination.
- Springer eg. Horse M172P (p74); Bobcat M171P (p74)
- Seasaws (p78)
- Toddlers castle with two slides MSC542300P (p96)
- Xplorer's Bridge NAT503 (p103) (1+ yrs)
- Mini Car M531P (p106)

Request for Toddler/Pre-Primary Play Equipment Signed Support

Please accept my signed support of the request for the Shire of Pingelly, to consider providing much needed play equipment, appropriate for the use by toddlers, pre-primary and early primary school aged children (ie 1 – 6 years) at the existing playground, located in town between Parade and Queen Streets (behind Memorial Park and in front of the Playgroup grounds). It would be greatly appreciated if the Council could seriously consider providing relevant and safe playground equipment for young families to access and consequently close the equipment resourcing gaps which currently exist for this age group.

[illegible]

Attachment 5

11.1.5 Letter from Kate McMillan – Muscle Ease and New Lease Agreement with Site Plan

SHIRE OF PINGELLY	
FILE	A1210
DATE	23 JUN 2015
Officer	CEO
Copy to	

Muscle Ease
PO Box 83
Pingelly WA 6308

21st June 2015

The Chief Executive Officer
Shire of Pingelly
17 Queen Street
Pingelly WA 6308

Dear sir,

Re: Lease of 21 Park St Pingelly

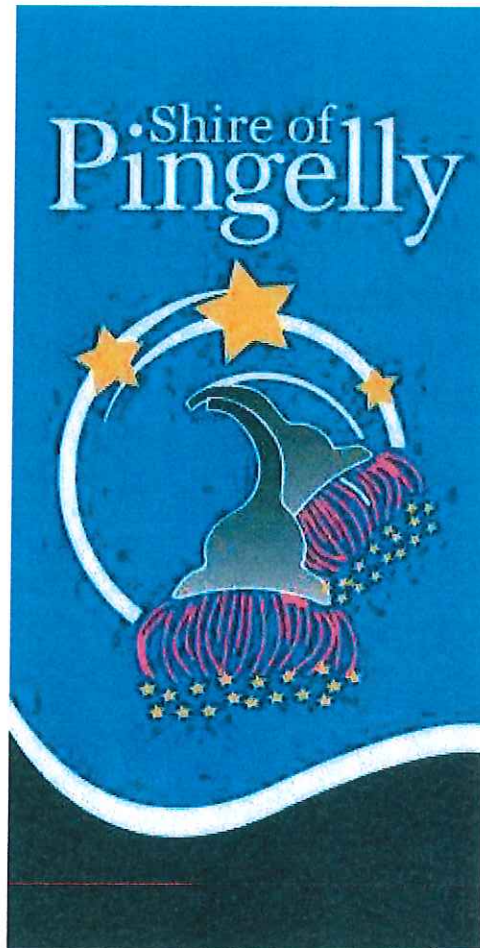
The term of the current lease is about to expire and I would like to negotiate with you a new lease on the building as it makes an excellent clinic for my purposes. Over the lease period I have put quite some effort into establishing a remedial massage business which benefits many members of our community.

Looking forward to your earliest reply.

Yours faithfully

K. Mc Millan

Kate McMillan
Business Owner



Lease Arrangements

between

The Shire of Pingelly ("the Lessor")

and

**Kate McMillan – Muscle Ease
('the Lessee')**

of

21 Park Street Pingelly

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THIS LEASE IS EXECUTED ON THIS

DAY OF AUGUST 2015

BETWEEN

The Lessor described in the Schedule

AND

The Lessee described in the Schedule

RECITALS

- A. The Lessor is the owner of the Premises described in the Schedule.
- B. The Lessor has agreed to lease the Premises and the Lessee has agreed to accept the Lease to the Premises.

CONDITIONS OF LEASE

1. DEMISE

The Lessor hereby leases to the Lessee and the Lessee takes on the lease, the Premises for the Term, subject to the payment of Rent as specified in the Schedule.

2. LESSEE'S ACCESS TO PREMISES

The Lessor hereby grants the Lessee right of entry and access over the parts of the building and the land available for use by the Lessee in common with others.

3. GROSS RENT

The Lessee covenants to pay the Gross Rent in the amount and at the times specified in the Schedule.

4. GROSS RENT REVIEW

4.1 The Gross Rent for the Premises shall be reviewed at the times prescribed as the Rent Review Date in the Schedule during the Term (and any further term).

4.2 Reviews of Gross Rent on the Rent Review Dates shall be the Rent adjusted over the period prior to the Rent Review to take into account movements in the *Perth Consumer Price Index (All Groups)*.

5. GOODS AND SERVICES TAX

5.1 If the Lessor is liable by law for any tax in the nature of a supply or goods and services tax levied or imposed by the Commonwealth of Australia ("GST") on the Rent and any other payment by the Lessee to the Lessor under this Lease, then the Lessee must pay to the Lessor the amount of the GST at the same time and in the same manner as the Rent.

5.2 As a pre-condition of any payment GST by the Lessee for rent, the Lessor must issue to the Lessee a tax invoice before the Lessee is due to pay the Rent and for any other payment by the Lessee to the Lessor under this Lease must issue to the Lessee a tax invoice within seven (7) days of the payment being made.

6. STRUCTURE

The Lessor will at all times maintain the integrity of the Premises.

7. STRUCTURAL ALTERATIONS

The Lessee will make no structural alterations to the Premises without written consent of the Lessor which shall not be unreasonably withheld.

8. SIGNS

The Lessee will not affix or exhibit or permit to be affixed or exhibited to or upon the Premises any placard, poster, sign, board or other advertisement without the prior written consent of the Lessor.

9. VANDALISM

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

10. MAINTENANCE OF PREMISES

The Lessee shall at all times maintain the Premises in the same condition as existing on the Commencement Date except in respect of fair wear and tear or damage caused by acts or negligence of the Lessor or by events for which the Lessor has undertaken insurance and the Lessee will make good any damage done by the Lessee.

11. MAINTENANCE OF PLANT, MACHINERY & EQUIPMENT

The Lessee will maintain the plant, machinery and equipment of the premises in good order and repair.

12. EXTERIOR

The Lessor shall keep the exterior of the premises clear. The Lessee shall be responsible for cleaning of the exterior toilet.

13. USE

The Lessee shall not use nor permit to be used the Premises for any purpose other than the use specified in the schedule.

14. NUISANCE

The Lessee shall cause no nuisance to the Lessor in its use of the Premises.

15. LESSOR'S ACCESS TO PREMISES

The Lessee shall permit the Lessor to have access to the Premises at all reasonable times, with reasonable notice being given.

16. QUIET ENJOYMENT

The Lessee shall peaceably and quietly hold and enjoy the leased premises during the term of the lease and extensions or renewals.

17. ASSIGNMENT OR SUBLETTING

The Lessee shall not assign, underlet or part with the possession of the Premises unless with the prior written approval of the Lessor, which approval not to be reasonable withheld.

18. YIELDING UP

The Lessee, upon expiration of the Term, shall leave the Premises in a clean and tidy state. The Lessee shall have the right to remove fixtures and fittings installed or purchased by the Lessee, and will make good any damage.

19. DEFAULT BY LESSEE

If:

19.1 The Rent is unpaid for sixty (60) days after becoming due after written demand,
or

19.2 The Lessee breaches any of the covenants or the terms of the Lease and the breach continues for sixty (60) days after written notice without the Lessee having satisfied the breach,

then the Lessor may at any time thereafter and without any notice or demand enter and repossess the Premises and thereby the Term and interest of the Lessee in the Premises will immediately terminate, without affecting any right of the Lessor under this Lease and without releasing the Lessee from liability in respect of the Lessee's covenants and upon re-entry the Lessor will have the right to remove any property of the Lessee left in or about the Premises and the Lessee shall indemnify the Lessor and non-payment will be recovered by the Lessor as Rent in arrears.

20. INTEREST

Whenever pursuant to this Lease the Lessee is required to make payment to the Lessor and payments shall not have been made within sixty (60) days after it has become due (whether formally demanded or not) then and until the full amount shall have been paid, interest shall accrue on such unpaid moneys at the prevailing standard Lending Rate set by Bendigo Bank.

21. PREMISES DESTROYED

If at any time during this Lease the Premises be destroyed or damaged so as to become unfit for habitation and use (provided the monies payable under any policy of insurance effected by the Lessor shall not have been rendered through any act of default of the Lessee) the Rent or a fair and just proportion thereof according to the nature and extent of the damage sustained (to be ascertained in case the parties cannot mutually agree by reference to a Licensed Valuer appointed by the Australian Institute of Valuers and Land Economists Inc, (WA Division) shall be suspended and cease to be payable until the said Premises shall again have been rendered fit for habitation and use.

22. INDEMNITY AND INSURANCE

22.1 INDEMNITY

The Lessee will indemnify the Lessor from and against all claims, demands, actions, suits and proceedings where the liability thereof arises in whole or in part as a result of any act or omission of the Lessee or any of its officers, servants, employees or agents which act or omission is negligent or unlawful or otherwise not in accordance with the provisions of this Agreement.

22.2 PUBLIC LIABILITY INSURANCE

The Lessee will effect and maintain, throughout the term of lease, a Public Liability Insurance Policy, including extensions for Tenant's Liability and Liability Under Lease, in the name of the Lessee with the interests of the Lessor noted. Such Policy will provide for an amount of not less than \$10 million and against such risks including the liability of the Lessee to the Lessor under Clause 19.1 as the Lessor reasonably requires from time to time of any one occurrence. The Lessee will whenever required to do so provide the Lessor with a copy of the Insurance Policy document and such other evidence as the Lessor may reasonably require to show that the Policy is in full force and effect.

22.3 PROPERTY INSURANCE

The Lessor will effect and maintain throughout the term of lease, Property Insurance for loss of or damage to the premises specified in Clause 3 of the Schedule.

23. HOLDING OVER

In the event that the Lessee continues to occupy the Premises after the lease expires without having exercised any option of renewal, the Lessee shall become a quarterly tenant at the current rental and on the same terms and conditions. The tenancy shall be determinable on one month's notice by either party at any time, being one month before the expiry of the quarterly period.

24. LEGAL COSTS AND STAMP DUTY

The Lessee shall pay stamp duty on this lease (if any) and each party shall be responsible for its own legal costs involving negotiations for and the preparation and execution of this lease.

25. OPTION

If the Lessee wishes to renew the Term and gives to the Lessor not later than one month prior to expiry of the Term notice in writing and there is no outstanding breach by the Lessee of the terms of this Lease then the Lessor will grant to the Lessee a new lease of the Premises for the further period specified in the Schedule in the same terms and conditions of this Lease (subject to review of rent in accordance with this Lease) other than this right of renewal.

26. NOTICES

Notice shall be deemed to be served in accordance with Section 135 of the *Property Law Act 1969 WA* (as amended). The forwarding address for service of Notices must be the Lessee's address as set out in the Schedule.

SCHEDULE

1. **LESSOR:**
Shire of Pingelly, 17 Queen Street, Pingelly 6308, Western Australia.
 2. **LESSEE:**
Kate McMillan, 5445 York Williams Rd, West Pingelly WA 6308 Western Australia.
 3. **PREMISES:**
The lease arrangement is for a portion of reserve located at 21 Park Street, Pingelly Western Australia including the existing old Roads Board office and exterior toilet as specified in Schedule 1.
 4. **USE:**
Office and clinic.
 5. **TERM:**
12 Months.
 6. **COMMENCEMENT DATE:**
____ August 2015.
 7. **DATE OF EXPIRY:**
____ August 2016.
- The Lease may be terminated by either the Lessee or the Lessor by providing the other party with written notice of termination no less than three months prior to the termination date.
8. **TERM OF RENEWAL:**
3 x 1 Year. The additional options of one year lease extensions up to 2018 can be actioned by the Chief Executive Officer on the receipt of a letter of request from the Lessee.
 9. **GROSS RENT:**
The Gross Rent payable by the Lessee for the Premises from the Commencement Date until (expiry) of the Lease shall be calculated at the rate of \$5,500 per annum on demand, including GST.
 10. **OUTGOINGS:**
Outside of the Gross Rent, the Lessee is responsible for payment of any utility charges and communication services. The Lessor is responsible for the payment of land rates and rubbish charges.
 11. **RENT REVIEW DATES:**
As set out in point 8.
 12. **BASIS OF RENT REVIEW:**
As set out in point 8.
 13. **FURNISHINGS:**
Large metal framed desk
Bookshelf
Partition on wheels
Hinged partition
Vacuum cleaner

**The COMMON SEAL of the
SHIRE OF PINGELLY
was hereunto affixed
in the presence of:**

Cr Shirley Lange
Shire President

Mr Gavin Pollock
Chief Executive Officer

Date

Date

Lessee:

Print Name and Title

In the presence of:

Witness Signature

Print Name of Witness and Title

SCHEDULE 1



Attachment 6

**11.1.6 Letter of Request from Julie King, Pingelly Museum and
Historical Group**

Pingelly Museum and Historical Group
P.O. Box 89
Pingelly, Western Australia 6308

SHIRE OF PINGELLY	
FILE	00332
DATE	10 JUN 2015
Officer	CEO
Copy to	

Mr. Gavin Pollock, CEO
Shire of Pingelly
Queen Street
Pingelly WA 6308

9 June 2015

Dear Gavin,

Re: Return of Pingelly's World War I Krupp Gun

Please find attached our report on Pingelly's 75 mm World War I Krupp gun.

Our group has been endeavouring to return this item to our collection. We need a letter of request on Shire letterhead, signed by the Shire President or CEO, to send to Valerie Humphries, the curator of the Revolutions Transport Museum at Whiteman Park. This letter will start the process and is needed so that Val can get permissions from the three Trustees of Whiteman Park for the transfer.

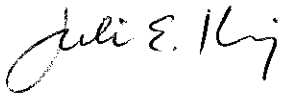
The letter needs some specific wording for our request, being: The Shire of Pingelly requests the return of the 75 mm World War I Krupp Gun, **to be on loan to Pingelly Museum for one month, after which the gun will be permanently transferred to Pingelly Museum.** This underlined wording is necessary to make the transfer legal.

It is intended that the gun be positioned in front of the Pingelly Museum, after which funds will be raised from the public for its renovation. We already have a truck and driver to transfer the gun, and lifting equipment will be provided by Whiteman Park at their facility. We're sure there will be no problem with arranging lifting of the gun from the truck at this end. If funds are insufficient from the public, grants can be raised from the Veterans Affairs Department and other military departments. No funding should be necessary from our Shire to renovate this item.

If a letter cannot be provided without Shire Council permission, could you please place this matter on the Council agenda for this month's meeting.

Thanking you in advance.

Yours sincerely,

A handwritten signature in cursive script, reading "Julie E. King".

Julie E. King
Pingelly Museum and Historical Group

Ph: 0456438399

Email: pingellymuseumgroup@yahoo.com.au

Pingelly's World War I Krupp Gun



The 75 mm Krupp Gun in Memorial Park, Pingelly before it was removed to Perth.



The same Krupp Gun installed at Whiteman Park prior to 2011. In 2011 it was removed and is now in storage at The Revolutions Museum at Whiteman Park.

The above Krupp Gun was manufactured in Germany and used by the Turks during World War I. It was captured by the Australian 10th Light Horse Brigade in Palestine in 1918 and sent back to Australia in 1919 at the end of the war. Many of our local soldiers were involved in its capture.

At the end of World War I, cannons, guns and machine guns were allocated to all the cities and towns who sent soldiers for World War I. Pingelly sent so many soldiers in proportion to our population that we were allocated cannon (this Krupp gun) and a Minenwafer mine thrower captured in France during the European Campaigns.

The gun was installed in our Memorial Park in 1920. It was taken from Memorial Park between 1939 and 1957, and was probably taken for the metal for munitions for World War II. However, the Krupp gun has a steel barrel, not bronze, so was set aside. Lew Whiteman acquired it and installed it on his land, and it was still sitting there when three Trustees acquired the overseeing of Whiteman Park.

In 2011, the gun was taken off display and moved to storage at The Revolutions Transport Museum at Whiteman Park by Valerie Humphries, the curator of Revolutions. The Pingelly Museum and Historical Group has been aware of this gun for some years. When we displayed World War I at Pingelly Town Hall in November 2014, it was brought to our attention that the gun may still exist at Whiteman Park. Contact was made with Valerie Humphries and we were immediately asked "When would you like it back?" The gun needs restoration which the Transport Museum does not want to complete, and the gun may be scrapped if nothing is done.

Upon speaking with Shirley Lange, Shire President, we were encouraged to endeavour to return the gun to Pingelly. We have had constant communication with Valerie Humphries, have found a truck and driver to transport the gun back to Pingelly, had discussions with the RSL who would like to install it in front of the Pingelly Museum, and have plans for raising money for its restoration. Lifting equipment at Whiteman will be provided by Revolutions Transport Museum. We have even spoken to the Shire gardener so that he can be ready to tell us where piping is located under the ground in front of the Museum, so that the gun does not break pipes.

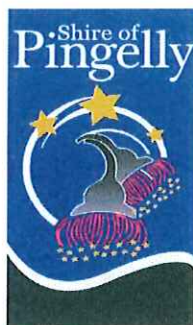
To complete this project the Pingelly Museum and Historical Group needs a letter on Shire letterhead, signed by the Shire President, requesting the transfer of the gun to Pingelly Museum. The collection of the Museum is entrusted with the Shire of Pingelly and the Pingelly Museum and Historical Group run the Museum for the Council. The letter must be in the form of a request for the gun "to be on loan to Pingelly Museum for one month, after which the gun will be permanently transferred to Pingelly Museum" to make the transfer legal according to the laws which govern Museum transfers. Paperwork at the time of transfer will be done by the Museum and Historical Group so that the whole project is legal.

The gun will be placed in front of the museum in its present state. Funds will be requested from the community for its restoration. In this way, it is unlikely that the gun will be destroyed or graphitised by children of the community, and the community can be a part of the project. Further funds, if necessary, will be raised by the Group from Veterans Affairs Department and other military organisations which provide funding for restoration of historical guns and cannons. We do not expect funding to be provided by the Shire of Pingelly for this project.

We hope the Shire Council will support this project by providing the request letter that we need to get the transfer underway.

Attachment 7

**11.2.1 Monthly Statement of Financial Activity for the period 1
July 2014 to 30 June 2015**

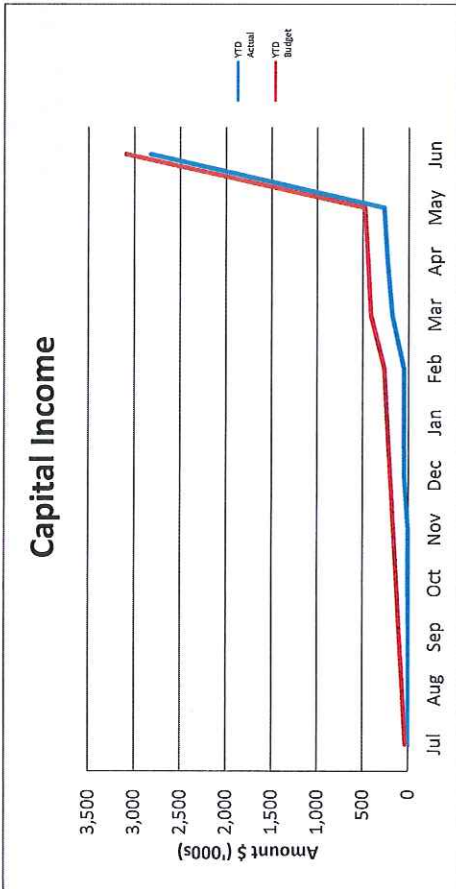
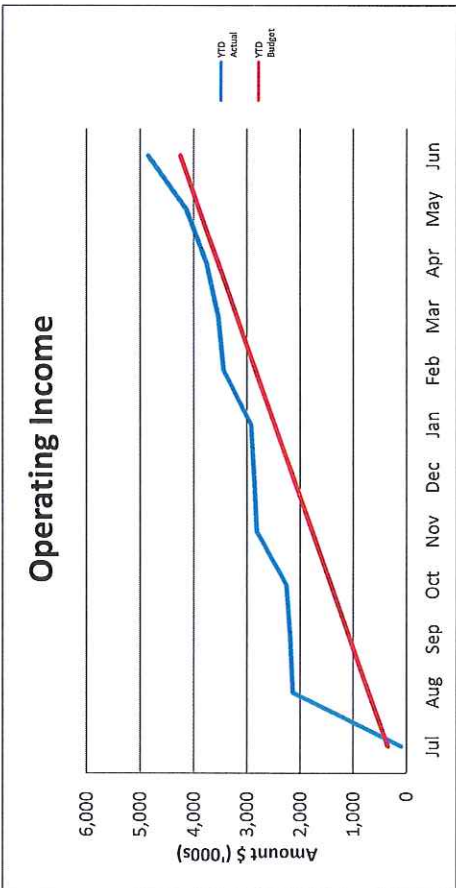
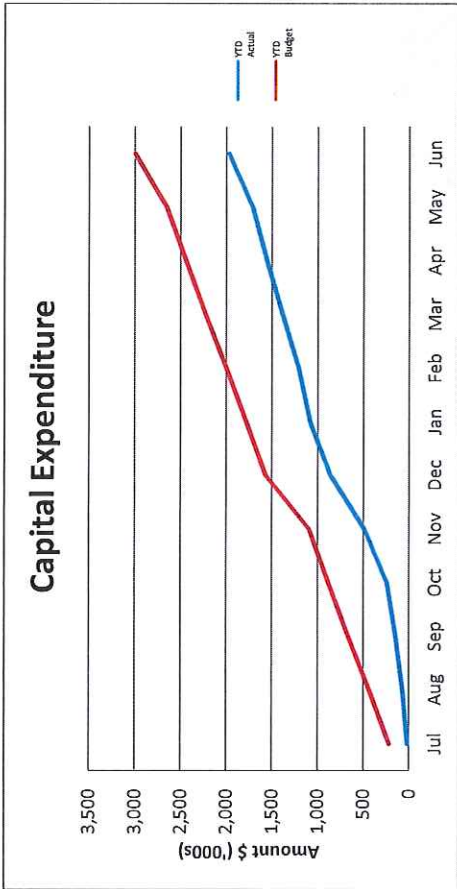
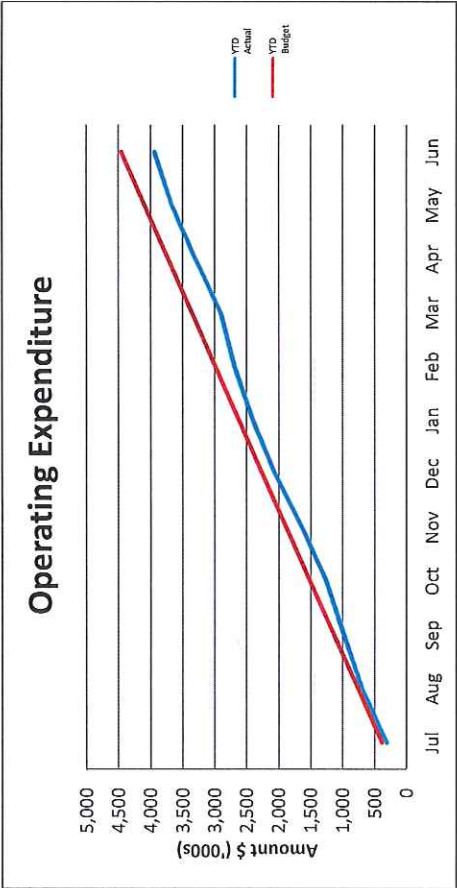


SHIRE OF PINGELLY
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

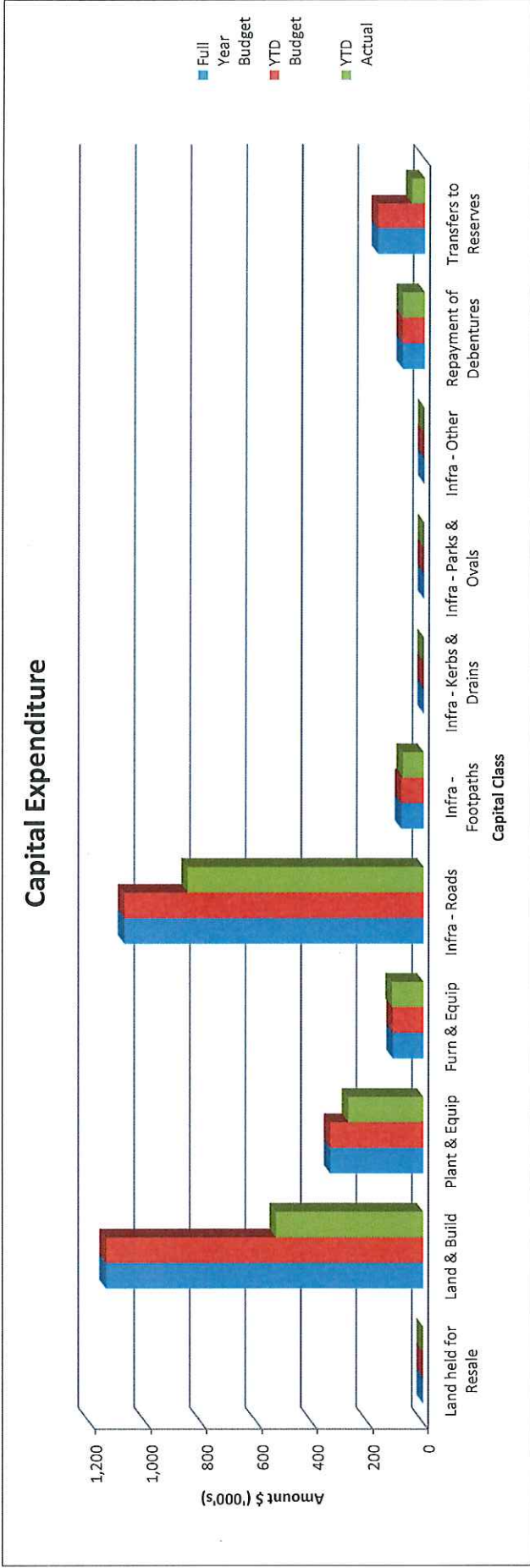
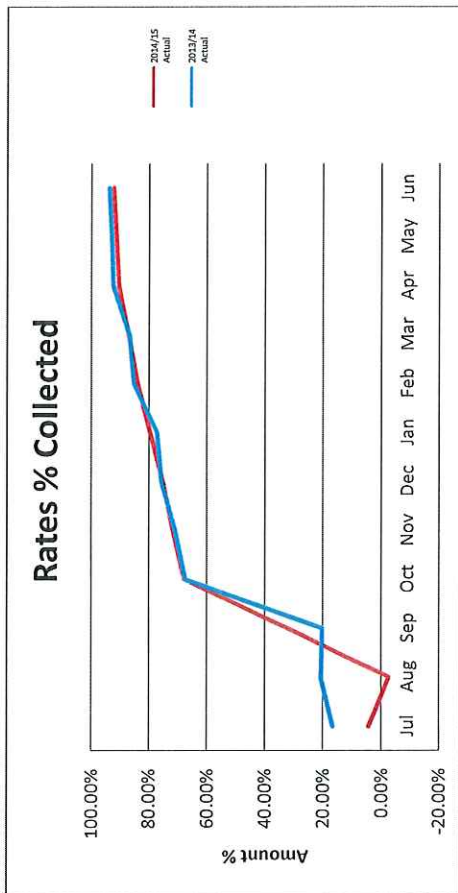
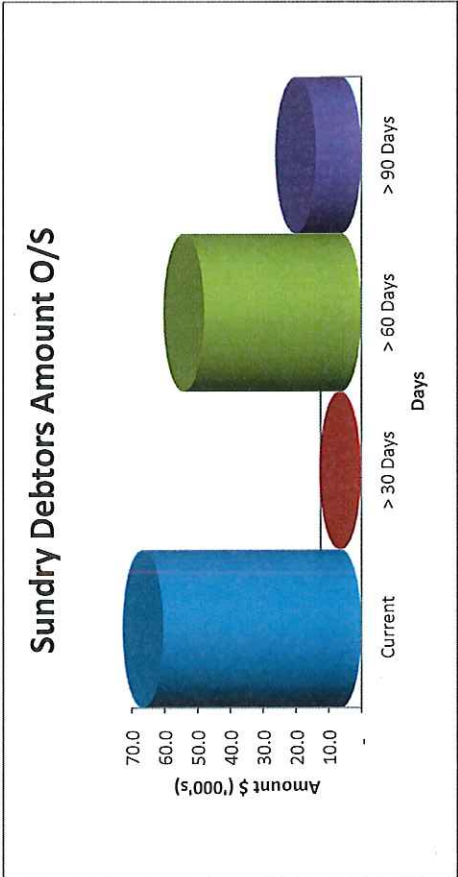
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Income and Expenditure Graphs to 30 June 2015



Other Graphs to 30 June 2015



SHIRE OF PINGELLY

Summary of Balancing Contained Within The Monthly Reports

	2014/15 Adopted Budget \$	2014/15 Revised Budget \$	June 2015 Y-T-D Budget \$	June 2015 Actual \$
Finance Statement				
<u>Balancing to Rating Note</u>				
Rates Balance per Finance Statement	1,565,892	1,572,241	1,572,241	1,571,882
Balance per Note 6 (Rating Information)	1,565,891	1,572,241	1,572,241	1,571,882
Variance	1	0	0	(0)
<u>Balancing of Closing Position</u>				
Closing Balance per Finance Statement	0	26,727	24,453	1,342,553
Closing Balance per General Fund Summary	(0)	26,727	24,453	1,342,552
Variance	0	0	0	1
Net Current Assets				
<u>NCA's Opening Balance Reconciling</u>				
Opening Balance per Note	N/A	N/A	N/A	1,461,363.00
Opening Balance per Detailed NCA's	N/A	N/A	N/A	1,461,362.21
Variance	N/A	N/A	N/A	0.79
<u>NCA's Closing Balance Reconciling</u>				
Closing Balance per Note	N/A	N/A	N/A	1,342,553.00
Closing Balance per Detailed NCA's	N/A	N/A	N/A	1,342,551.75
Variance	N/A	N/A	N/A	1.25

SHIRE OF PINGELLY

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

	NOTE	2014/15 Adopted Budget \$	2014/15 Revised Budget \$	June 2015 Y-T-D Budget \$	June 2015 Actual \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
Operating								
Revenues/Sources								
Governance		108,413	118,998	118,998	93,276	(25,722)	(21.62%)	▼
General Purpose Funding		1,280,678	1,266,961	1,266,961	1,843,731	576,770	45.52%	▲
Law, Order, Public Safety		76,706	75,551	75,551	111,720	36,169	47.87%	▲
Health		8,700	8,700	8,700	36,186	27,486	315.93%	▲
Education and Welfare		17,028	17,028	17,028	20,570	3,542	20.80%	
Housing		0	0	0	0	0	0.00%	
Community Amenities		163,477	168,460	168,460	215,818	47,358	28.11%	▲
Recreation and Culture		92,700	77,080	77,080	62,230	(14,850)	(19.27%)	▼
Transport		779,088	729,023	729,023	683,363	(45,660)	(6.26%)	
Economic Services		82,420	82,420	82,420	83,251	831	1.01%	
Other Property and Services		126,250	126,250	126,250	121,577	(4,673)	(3.70%)	
		2,735,460	2,670,471	2,670,471	3,271,722	601,251	22.51%	
(Expenses)/(Applications)								
Governance		(850,563)	(862,227)	(862,227)	(871,265)	(9,038)	(1.05%)	
General Purpose Funding		(108,470)	(103,654)	(103,654)	(96,158)	7,496	7.23%	
Law, Order, Public Safety		(206,367)	(246,266)	(246,266)	(212,268)	33,998	13.81%	▼
Health		(161,213)	(139,742)	(139,742)	(158,176)	(18,434)	(13.19%)	▲
Education and Welfare		(48,643)	(47,843)	(47,843)	(49,821)	(1,978)	(4.13%)	
Housing		0	0	0	0	0	0.00%	
Community Amenities		(381,332)	(335,185)	(335,185)	(320,526)	14,659	4.37%	
Recreation & Culture		(819,956)	(837,749)	(837,749)	(810,270)	27,479	3.28%	
Transport		(1,734,257)	(1,634,546)	(1,634,546)	(1,027,964)	606,582	37.11%	▼
Economic Services		(236,093)	(236,093)	(236,093)	(232,621)	3,472	1.47%	
Other Property and Services		(20,501)	(20,501)	(20,501)	(159,094)	(138,593)	(676.03%)	▲
		(4,567,395)	(4,463,806)	(4,463,806)	(3,938,163)	525,643	(11.78%)	
Net Operating Result Excluding Rates		(1,831,935)	(1,793,335)	(1,793,335)	(666,441)	1,126,894	(62.84%)	
Adjustments for Non-Cash								
(Revenue) and Expenditure								
(Profit)/Loss on Asset Disposals	2	(26,400)	(16,140)	(16,140)	3,883	20,023	124.06%	▼
Movement in Deferred Pensioner Rates/ESL		0	0	0	40,428	40,428	0.00%	
Movement in Employee Benefit Provisions (Non-Current)		0	0	0	0	0	0.00%	
Adjustments in Fixed Assets		0	0	0	1	1	0.00%	
Rounding		0	0	0	(7)	(7)	0.00%	
Depreciation on Assets		1,127,650	1,127,650	1,127,650	499,847	(627,803)	55.67%	▼
Capital Revenue and (Expenditure)								
Purchase Land Held for Resale	1	0	0	0	0	0	0.00%	
Purchase of Land and Buildings	1	(1,146,229)	(1,142,729)	(1,142,729)	(531,191)	611,538	53.52%	▼
Purchase of Furniture & Equipment	1	(117,600)	(111,600)	(111,600)	(114,963)	(3,363)	(3.01%)	
Purchase of Plant & Equipment	1	(398,500)	(335,182)	(335,182)	(270,879)	64,303	19.18%	▼
Purchase of Infrastructure Assets - Roads	1	(1,152,587)	(1,076,822)	(1,076,822)	(848,901)	227,921	21.17%	▼
Purchase of Infrastructure Assets - Footpaths	1	(29,973)	(82,398)	(82,398)	(76,478)	5,920	7.18%	
Purchase of Infrastructure Assets - Kerbs & Drains	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Parks & Ovals	1	0	0	0	0	0	0.00%	
Purchase of Infrastructure Assets - Other	1	0	0	0	0	0	0.00%	
Proceeds from Disposal of Assets	2	399,000	401,274	399,000	142,176	(256,824)	(64.37%)	▼
Repayment of Debentures	3	(79,757)	(79,757)	(79,757)	(79,757)	0	0.00%	
Proceeds from New Debentures	3	2,500,000	2,500,000	2,500,000	2,500,000	0	0.00%	
Advances to Community Groups		0	0	0	0	0	0.00%	
Self-Supporting Loan Principal Income		79,757	79,757	79,757	79,757	0	0.00%	
Transfers to Restricted Assets (Reserves)	4	(170,310)	(170,310)	(170,310)	(46,869)	123,441	72.48%	▼
Transfers from Restricted Asset (Reserves)	4	192,715	192,715	192,715	178,702	(14,013)	(7.27%)	
Transfers to Restricted Assets (Other)		(2,500,000)	(2,500,000)	(2,500,000)	(2,500,000)	0	0.00%	
Transfers from Restricted Asset (Other)		0	0	0	0	0	0.00%	
ADD Net Current Assets July 1 B/Fwd	5	1,588,278	1,461,363	1,461,363	1,461,363	0	0.00%	
LESS Net Current Assets Year to Date	5	0	26,727	24,453	1,342,553	1,318,100	(5390.43%)	
Amount Raised from Rates		(1,565,892)	(1,572,241)	(1,572,241)	(1,571,882)	359	(0.02%)	

This statement is to be read in conjunction with the accompanying notes.

Material Variances Symbol

Above Budget Expectations Greater than 10% and \$5,000 ▲
Below Budget Expectations Less than 10% and \$5,000 ▼

SHIRE OF PINGELLY
FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015
Report on Significant variances Greater than 10% and \$5,000

Purpose

The purpose of the Monthly Variance Report is to highlight circumstances where there is a major variance from the YTD Monthly Budget and YTD Actual figures. These variances can occur because of a change in timing of the activity, circumstances change (e.g. a grants were budgeted for but was not received) or changes to the original budget projections. The Report is designed to highlight these issues and explain the reason for the variance.

The Materiality variances adopted by Council are:

Actual Variance to YTD Budget up to 5%:

Actual Variance exceeding 10% of YTD Budget

Actual Variance exceeding 10% of YTD Budget and a value greater than \$5,000:

Don't Report

Use Management Discretion

Must Report

REPORTABLE OPERATING REVENUE VARIATIONS

Governance - Variation below budget expectations

Timing variances, reduced licensing commission, reduction in reimbursements

General Purpose Funding - Variation above budget expectations

Early payment of Grants Commission Funding for 15-16

Law Order and Public Safety - Variance above budget expectations

CCTV grant funding not budgeted (vaired May Council)

Early payment of ESL income.

Health - Variance above budget expectations

Additional health report reimbursement

Community Amenities - Variance above budget expectations

Additional refuse site fees

Recreation and Culture - Variation below budget expectations

Reduction in small grant income following previous year adjustment

REPORTABLE OPERATING EXPENSE VARIATIONS

Law, Order, Public Safety - Variance below budget expectations

Delays with weather monitoring stations

Health - Variance above budget expectations

Additional health report expenses (reimbursed)

Transport - Variance above below expectations.

Underspend on some maintenance programs

Depreciation on infrastructure to be calculated on ROMANS

Other Property and Services - Variance above budget expectations.

Adjustment required to overhead rates

REPORTABLE NON-CASH VARIATIONS

(Profit)/Loss on Asset Disposals - Variance below budget expectations.

Lower profit and increased loss on sale of assets offset by reduction in price on new purchases

Depreciation on Assets - Variance below budget expectations.

Infrastructure depreciation to be calculated on ROMANS

REPORTABLE CAPITAL EXPENSE VARIATIONS

Purchase of Land & Buildings - Variance below budget expectations.

Duplex works not to be done. Dam project scope changed.

Purchase of Plant & Equipment - Variance below budget expectations.

Savings made on equipment purchases

Purchase of Infrastructure Assets Roads - Variance below budget expectations.

Some projects carried over to 2015/6

Transfers to Restricted Assets (Reserves) - Variance below budget expectations.

Reserve transfers reduced as 16 Eliot and 5 Webb St not sold

REPORTABLE CAPITAL INCOME VARIATIONS

Proceeds from Disposal of Assets - Variance below budget expectations

16 Eliot St and 5 Webb St yet to sell. Reduction in proceeds on plant (offset by savings on purchases)

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

	2014/15 Adopted Budget \$	2014/15 Revised Budget \$	2014/15 YTD Budget \$	June 2015 Actual \$
1. ACQUISITION OF ASSETS				
The following assets have been acquired during the period under review:				
<u>By Program</u>				
Governance				
<u>Other Governance</u>				
Plant Purchase - Schedule 4	125,000	125,000	125,000	109,118.19
Furniture & Equipment Purchase - Schedule 4	117,600	111,600	111,600	95,880.03
Admin Building Improvements	13,500	10,000	10,000	12,026.04
Lot 604 Webb St Residence - Duplex	70,000	70,000	70,000	0.00
Lot 605 Webb St (Duplex) - Regional Project	44,685	44,685	44,685	49,204.49
Law Order and Public Safety				
<u>Other Law and Order</u>				
CCTV Cameras	0	0	0	19,082.86
Community Amenities				
<u>Other Community Amenities</u>				
Plant Purchase - Schedule 10	29,000	29,000	29,000	18,831.00
Regional Waste Site	80,000	80,000	80,000	0.00
Recreation and Culture				
<u>Other Recreation & Sport</u>				
Spray Tank & Equipment	28,000	24,000	24,000	910.37
Kubota Out Front Mower	25,000	21,704	21,704	21,704.00
Kubota Ride On Mower	20,000	14,248	14,248	14,248.00
Netball/Basketball Courts	285,000	285,000	285,000	288,731.54
Dam Works And Improvements	150,000	150,000	150,000	0.00
2MI Sewerage Sump Upgrade	25,000	25,000	25,000	20,190.30
Pool Upgrade	41,000	41,000	41,000	42,500.00
Recreation & Cultural Centre Development	250,000	250,000	250,000	43,854.75
Transport				
<u>Construction - Roads, Bridges, Depots</u>				
<u>Rural Roads Construction</u>				
Bridge - Bullaring Road	140,737	140,737	140,737	133,344.55
Pingelly-Wickepin Road	246,304	246,304	246,304	172,475.07
North Wandering Road	220,035	220,035	220,035	220,474.55
North Wandering Road	10,200	10,200	10,200	4,053.00
North Banister Road - Rtr	6,800	6,800	6,800	0.00
North Wandering Road	36,140	36,140	36,140	39,928.66
Black Spot - North Wandering/Bannister	41,650	0	0	200.00
Various Road Resheeting	156,000	156,000	156,000	86,477.09
Grain Freight Route Construction - Bulyee Rd	100,000	65,885	65,885	67,787.80
<u>Town Streets Construction</u>				
Brown Street	23,420	23,420	23,420	72,046.60
Paragon Street	37,800	37,800	37,800	16,234.55
Johnson Street	68,501	68,501	68,501	35,879.15
Quadrant St Construction	65,000	65,000	65,000	0.00
<u>Footpaths Construction</u>				
Footpaths - Construction	0	0	0	10,205.91
Footpaths Clg	29,973	29,973	29,973	13,846.63
Footpath - Parade St	0	52,425	52,425	52,424.96
<u>Building Purchase - Schedule 12</u>				
Depot Fencing	20,000	20,000	20,000	13,815.90
Depot Office	6,500	6,500	6,500	4,225.48
Depot Office Patio	7,211	7,211	7,211	14,630.17
Depot Gardeners Shed	833	833	833	1,174.98
Depot Tank	14,500	14,500	14,500	11,881.42
Depot Wash Down Bay	58,000	58,000	58,000	28,956.41
<u>Road Plant Purchases</u>				
Emeds Car	35,000	35,000	35,000	22,962.73
Building Maintenance Utility	40,000	29,910	29,910	33,320.18
Mechanic Utility	45,000	33,320	33,320	33,998.90
Loader Attachments	42,000	16,000	16,000	8,195.00
High Pressure Cleaner	9,500	7,000	7,000	6,129.00
Bulyee Rd Fire Fighting Equip	0	0	0	1,461.53
Economic Services				
<u>Other Economic Services</u>				
Purchase Of Land	80,000	80,000	80,000	0.00
	<u>2,844,889</u>	<u>2,748,731</u>	<u>2,748,731</u>	<u>1,842,411.79</u>

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

1. ACQUISITION OF ASSETS (Continued)	2014/15 Adopted Budget \$	2014/15 Revised Budget \$	2014/15 YTD Budget \$	June 2015 Actual \$
<u>By Class</u>				
Land Held for Resale - Current	0	0	0	0.00
Land	80,000	80,000	80,000	0.00
Buildings	1,066,229	1,062,729	1,062,729	531,191.48
Furniture & Equipment	117,600	111,600	111,600	114,962.89
Plant & Equipment	398,500	335,182	335,182	270,878.90
Infrastructure - Roads	1,152,587	1,076,822	1,076,822	848,901.02
Infrastructure - Footpaths	29,973	82,398	82,398	76,477.50
Infrastructure - Kerbs & Drains	0	0	0	0.00
Infrastructure - Parks & Ovals	0	0	0	0.00
Infrastructure - Other	0	0	0	0.00
	<u>2,844,889</u>	<u>2,748,731</u>	<u>2,748,731</u>	<u>1,842,411.79</u>

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

2. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

By Program	Written Down Value		Sale Proceeds		Profit(Loss)	
	2014/15 Budget \$	June 2015 Actual \$	2014/15 Budget \$	June 2015 Actual \$	2014/15 Budget \$	June 2015 Actual \$
Governance						
1015 - 16 Eliot St	125,000	0.00	115,000	0.00	(10,000)	0.00
10182 - 16 Eliot St (Land)	45,000	0.00	45,000	0.00	0	0.00
PCEO12 - CEO Car	40,000	40,562.09	40,000	42,273.82	0	1,711.73
PCEO13 - CEO Car	40,000	41,010.88	40,000	40,536.19	0	(474.69)
PEMCCS01 - EMCCS Car	28,900	27,311.51	30,000	25,454.55	1,100	(1,856.96)
5 Webb St	50,000	0.00	60,000	0.00	10,000	0.00
Recreation & Culture						
PROM6 - Grasshopper Mower	1,200	1,197.41	6,000	1,000.00	4,800	(197.41)
PROM4 - New Holland Mower	3,500	3,025.79	6,000	1,048.00	2,500	(1,977.79)
PROM5 - John Deere Ride on Mower	0	0.00	0	500.00	0	500.00
Transport						
DCEO10 - EMEDS Car	26,000	25,335.48	30,000	24,545.45	4,000	(790.03)
PC12 - Great Wall Utility	3,000	3,506.29	7,000	4,090.91	4,000	584.62
PT14 - Toyota Dyna	5,000	4,109.49	10,000	2,727.27	5,000	(1,382.22)
PMR3 - Pacific Roller	5,000	0.00	10,000	0.00	5,000	0.00
	372,600	146,058.94	399,000	142,176.19	26,400	(3,882.75)

By Class of Asset	Written Down Value		Sale Proceeds		Profit(Loss)	
	2014/15 Budget \$	June 2015 Actual \$	2014/15 Budget \$	June 2015 Actual \$	2014/15 Budget \$	June 2015 Actual \$
Plant & Equipment						
PCEO12 - CEO Car	40,000	40,562.09	40,000	42,273.82	0	1,711.73
PCEO13 - CEO Car	40,000	41,010.88	40,000.00	40,536.19	0.00	(474.69)
PEMCCS01 - EMCCS Car	28,900	27,311.51	30,000	25,454.55	1,100	(1,856.96)
PROM6 - Grasshopper Mower	1,200	1,197.41	6,000	1,000.00	4,800	(197.41)
PROM4 - New Holland Mower	3,500	3,025.79	6,000	1,048.00	2,500	(1,977.79)
PROM5 - John Deere Ride on Mower	0	0.00	0	500.00	0	500.00
DCEO10 - EMEDS Car	26,000	25,335.48	30,000	24,545.45	4,000	(790.03)
PC12 - Great Wall Utility	3,000	3,506.29	7,000	4,090.91	4,000	584.62
PT14 - Toyota Dyna	5,000	4,109.49	10,000	2,727.27	5,000	(1,382.22)
PMR3 - Pacific Roller	5,000	0.00	10,000	0.00	5,000	0.00
Land & Buildings						
1015 - 16 Eliot St	125,000	0.00	115,000	0.00	(10,000)	0.00
10182 - 16 Eliot St (Land)	45,000	0.00	45,000	0.00	0	0.00
5 Webb St	50,000	0.00	60,000	0.00	10,000	0.00
	372,600	146,058.94	399,000	142,176.19	26,400	(3,882.75)

Summary

Profit on Asset Disposals	2014/15 Adopted Budget \$	June 2015 Actual \$
Loss on Asset Disposals	36,400	2,796.35
	(10,000)	(6,679.10)
	<u>26,400</u>	<u>(3,882.75)</u>

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

3. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-14	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2014/15 Budget \$	2014/15 Actual \$	2014/15 Budget \$	2014/15 Actual \$	2014/15 Budget \$	2014/15 Actual \$	2014/15 Budget \$	2014/15 Actual \$
Law, Order & Public Safety Loan 122 - SSL DFES	593,609	0	0	67,788	67,788	525,821	525,821	26,896	27,362
Education & Welfare Loan 120 - SSL Pingelly Cottage Homes	234,527	0	0	11,969	11,969	222,558	222,558	15,208	15,168
Recreation & Culture Loan 123 - Recreation and Cultural Centre	0	2,500,000	2,500,000	0	0	2,500,000	2,500,000	0	0
	828,136	2,500,000	2,500,000	79,757	79,757	3,248,379	3,248,379	42,104	42,530

(*) Self supporting loan financed by payments from third parties.
All other loan repayments were financed by general purpose revenue.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

	2014/15 Adopted Budget \$	June 2015 Actual \$
4. RESERVES		
Cash Backed Reserves		
(a) Leave Reserve		
Opening Balance	156,633	156,633
Amount Set Aside / Transfer to Reserve	5,325	4,174
Amount Used / Transfer from Reserve	0	0
	<u>161,958</u>	<u>160,807</u>
(b) Plant Reserve		
Opening Balance	409,991	409,991
Amount Set Aside / Transfer to Reserve	13,940	10,925
Amount Used / Transfer from Reserve	(142,715)	(128,702)
	<u>281,216</u>	<u>292,214</u>
(c) Building and Recreation Reserve		
Opening Balance	715,988	715,988
Amount Set Aside / Transfer to Reserve	145,340	19,079
Amount Used / Transfer from Reserve	0	0
	<u>861,328</u>	<u>735,067</u>
(d) Electronic Equipment Reserve		
Opening Balance	38,977	38,977
Amount Set Aside / Transfer to Reserve	1,325	1,039
Amount Used / Transfer from Reserve	(39,000)	(39,000)
	<u>1,302</u>	<u>1,016</u>
(e) Community Bus Reserve		
Opening Balance	4,592	4,592
Amount Set Aside / Transfer to Reserve	155	1,194
Amount Used / Transfer from Reserve	0	0
	<u>4,747</u>	<u>5,786</u>
(f) Swimming Pool Reserve		
Opening Balance	52,227	52,227
Amount Set Aside / Transfer to Reserve	1,775	1,392
Amount Used / Transfer from Reserve	(11,000)	(11,000)
	<u>43,002</u>	<u>42,619</u>
(g) Joint Venture Housing Reserve		
Opening Balance	39,654	39,654
Amount Set Aside / Transfer to Reserve	2,450	9,066
Amount Used / Transfer from Reserve	0	0
	<u>42,104</u>	<u>48,720</u>
Total Cash Backed Reserves	<u><u>1,395,657</u></u>	<u><u>1,286,229</u></u>

All of the above reserve accounts are to be supported by money held in financial institutions.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

	2014/15 Adopted Budget \$	June 2015 Actual \$
4. RESERVES (Continued)		
Cash Backed Reserves (Continued)		
Summary of Transfers		
To Cash Backed Reserves		
Transfers to Reserves		
Leave Reserve	5,325	4,174
Plant Reserve	13,940	10,925
Building and Recreation Reserve	145,340	19,079
Electronic Equipment Reserve	1,325	1,039
Community Bus Reserve	155	1,194
Swimming Pool Reserve	1,775	1,392
Joint Venture Housing Reserve	2,450	9,066
	<u>170,310</u>	<u>46,869</u>
Transfers from Reserves		
Leave Reserve	0	0
Plant Reserve	(142,715)	(128,702)
Building Reserve	0	0
Electronic Equipment Reserve	(39,000)	(39,000)
Community Bus Reserve	0	0
Swimming Pool Reserve	(11,000)	(11,000)
Joint Venture Housing Reserve	0	0
	<u>(192,715)</u>	<u>(178,702)</u>
Total Transfer to/(from) Reserves	<u>(22,405)</u>	<u>(131,833)</u>

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Leave Reserve

- to be used to fund annual and long service leave requirements.

Plant Reserve

- to be used for the purchase of major plant.

Building and Recreation Reserve

- to be used to fund the renovation/purchase of Shire of Pingelly buildings and Recreation Infrastructure.

Electronic Equipment Reserve

- to be used to fund the purchase of administration computer system equipment.

Community Bus Reserve

- to be used to fund the change-over of the community bus.

Swimming Pool Reserve

- to be used to fund the upgrading of the swimming pool complex

Joint Venture Housing Reserve

- to be used for the future maintenance of the Joint Venture units

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

	2013/14 B/Fwd Per 2014/15 Budget \$	2013/14 B/Fwd Per Financial Report \$	June 2015 Actual \$
5. NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	1,380,967	720,729	3,442,786
Cash - Restricted Unspent Grants	0	660,239	158,003
Cash - Restricted Unspent Loans	0	0	0
Cash - Restricted Reserves	1,418,062	1,418,062	1,286,228
Rates Outstanding	100,775	64,545	143,505
Sundry Debtors	249,090	161,423	123,966
Provision for Doubtful Debts	0	0	0
Gst Receivable	93,680	93,680	32,380
Accrued Income/Payments In Advance	0	4,795	0
Investments	5,000	0	0
Inventories	10,209	10,209	3,966
	<u>3,257,783</u>	<u>3,133,682</u>	<u>5,190,834</u>
LESS: CURRENT LIABILITIES			
Sundry Creditors	(167,073)	(171,531)	566
Accrued Interest On Loans	0	(4,795)	0
Accrued Salaries & Wages	0	(42,563)	(28,362)
Income In Advance	0	0	0
Gst Payable	(22,214)	(14,221)	(9,269)
Payroll Creditors	0	0	(497)
Accrued Expenses	(62,039)	0	0
PAYG Liability	0	(20,976)	(24,064)
Other Payables	(81)	(171)	(427)
Current Employee Benefits Provision	(162,892)	(162,892)	(162,892)
Current Loan Liability	<u>(75,961)</u>	<u>(79,757)</u>	<u>0</u>
	<u>(490,260)</u>	<u>(496,906)</u>	<u>(224,945)</u>
NET CURRENT ASSET POSITION	2,767,523	2,636,776	4,965,889
Less: Cash - Reserves - Restricted	(1,418,062)	(1,418,062)	(1,286,228)
Less: Cash - Unspent Grants/Loans - Fully Restricted	0	0	(2,500,000)
Add Back : Component of Leave Liability not Required to be Funded	162,892	162,892	162,892
Add Back : Current Loan Liability	75,961	79,757	0
Adjustment for Trust Transactions Within Muni	(36)	0	0
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	<u>1,588,278</u>	<u>1,461,363</u>	<u>1,342,553</u>

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

6. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2014/15 Rate Revenue \$	2014/15 Interim Rates \$	2014/15 Back Rates \$	2014/15 Total Revenue \$	2014/15 Budget \$
General Rate								
GRV - Residential	10.598000	309	3,010,164	319,017	5,566	247	324,830	319,017
GRV - Rural Residential	10.598000	64	665,616	70,542	1,231	116	71,889	70,542
GRV - Commercial/Industrial	10.598000	30	433,294	45,920	(83)	0	45,837	45,920
GRV - Townsites	10.598000	11	117,000	12,400	342	0	12,742	12,400
UV - Broadacre Rural	0.948800	254	105,569,504	1,001,644	0	0	1,001,644	1,001,643
Sub-Totals		668	109,795,578	1,449,523	7,056	363	1,456,942	1,449,522
Minimum Rates	Minimum \$							
GRV - Residential	781	62	164,592	48,422	0	0	48,422	48,422
GRV - Rural Residential	781	21	86,502	16,401	(1,575)	(41)	14,785	16,401
GRV - Commercial/Industrial	781	12	51,115	9,372	0	0	9,372	9,372
GRV - Townsites	781	8	26,300	6,248	0	0	6,248	6,248
UV - Broadacre Rural	781	46	2,383,515	35,926	0	0	35,926	35,926
Sub-Totals		149	2,712,024	116,369	(1,575)	(41)	114,753	116,369
Ex Gratia Rates							1,571,695	1,565,891
Movement in Excess Rates							187	0
Total Amount of General Rates							0	0
Specified Area Rates							1,571,882	1,565,891
Total Rates							0	0
							1,571,882	1,565,891

All land except exempt land in the Shire of Pingelly is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2014/15 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.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

7. TRUST FUNDS

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

Detail	Balance 01-Jul-14 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
Transport Licensing	1,344	382,373	(379,880)	3,837
BCITF Levy	0	0	0	0
Rates	0	200	0	200
Funds Held on Behalf of Groups	2,411	80	(2,411)	80
Unclaimed Monies	0	0	0	0
Builders Registration Board	0	0	0	0
Nomination Deposits	0	0	0	0
Bond Monies (Including Key Deposits)	22,580	10,335	(28,705)	4,210
	<u>26,335</u>	<u>392,988</u>	<u>(410,996)</u>	<u>8,327</u>

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

8. OPERATING STATEMENT

	June 2015 Actual	2014/15 Adopted Budget	2013/14 Actual
	\$	\$	\$
OPERATING REVENUES			
Governance	93,276	108,413	450,220
General Purpose Funding	3,415,613	2,846,569	2,170,576
Law, Order, Public Safety	111,720	76,706	85,970
Health	36,186	8,700	13,642
Education and Welfare	20,570	17,028	17,315
Housing	0	0	0
Community Amenities	215,818	163,477	154,612
Recreation and Culture	62,230	92,700	47,493
Transport	683,363	779,088	1,479,752
Economic Services	83,251	82,420	77,393
Other Property and Services	121,577	126,250	95,119
TOTAL OPERATING REVENUE	4,843,604	4,301,351	4,592,093
OPERATING EXPENSES			
Governance	871,265	850,563	830,053
General Purpose Funding	96,158	108,470	96,411
Law, Order, Public Safety	212,268	206,367	248,764
Health	158,176	161,213	118,916
Education and Welfare	49,821	48,643	48,345
Housing	0	0	0
Community Amenities	320,526	381,332	406,110
Recreation & Culture	810,270	819,956	648,120
Transport	1,027,964	1,734,257	2,476,410
Economic Services	232,621	236,093	180,680
Other Property and Services	159,103	20,501	75,260
TOTAL OPERATING EXPENSE	3,938,172	4,567,395	5,129,068
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	<u>905,432</u>	<u>(266,044)</u>	<u>(536,975)</u>

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

9. STATEMENT OF FINANCIAL POSITION

	June 2015 Actual \$	2013/14 Actual \$
CURRENT ASSETS		
Cash and Cash Equivalents	4,887,017	2,799,030
Investments	5,000	5,000
Trade and Other Receivables	299,851	404,200
Inventories	3,966	10,209
TOTAL CURRENT ASSETS	5,195,834	3,218,439
NON-CURRENT ASSETS		
Other Receivables	748,378	788,806
Inventories	0	0
Property, Plant and Equipment	9,962,792	9,691,665
Infrastructure	63,117,745	62,192,364
TOTAL NON-CURRENT ASSETS	73,828,915	72,672,835
TOTAL ASSETS	79,024,749	75,891,274
CURRENT LIABILITIES		
Trade and Other Payables	62,053	254,256
Long Term Borrowings	0	79,757
Provisions	162,892	162,892
TOTAL CURRENT LIABILITIES	224,945	496,905
NON-CURRENT LIABILITIES		
Trade and Other Payables	0	0
Long Term Borrowings	3,248,378	748,378
Provisions	24,511	24,511
TOTAL NON-CURRENT LIABILITIES	3,272,889	772,889
TOTAL LIABILITIES	3,497,834	1,269,794
NET ASSETS	75,526,915	74,621,480
EQUITY		
Trust Imbalance	0	0
Retained Surplus	26,674,080	25,636,813
Reserves - Cash Backed	1,286,228	1,418,062
Revaluation Surplus	47,566,605	47,566,605
TOTAL EQUITY	75,526,913	74,621,480

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 30 JUNE 2015

10. FINANCIAL RATIOS

	2015 YTD	2014	2013	2012
Current Ratio	60.46	3.41	4.43	3.62
Operating Surplus Ratio	0.11	(0.95)	0.28	0.35

The above ratios are calculated as follows:

Current Ratio
$$\frac{\text{Current assets minus restricted current assets}}{\text{Current liabilities minus liabilities associated with restricted assets}}$$

Operating Surplus Ratio
$$\frac{\text{operating revenue minus operating expense}}{\text{own source operating revenue}}$$

SHIRE OF PINGELLY RESTRICTED CASH RECONCILIATION 30 June 2015						
Restricted Grants/Funds Received	Projects	GL/Job Account	Total Restricted Funds	Actual Expenditure Previous Years	Actual Expenditure 2014/15	Restricted Funds Remaining
Royalties for Regions 2011/12 (Individual)	Netball/Basketball Footpaths	CT01 1202	150,000.00 56,000.00	182.10 56,000.00	149,817.90 0.00	0.00 0.00
	Paragon St - Footpath	FPPG	25,000.00	12,957.48	12,042.52	0.00
Royalties for Regions 2011/12 (Regional)	Hotel - Footpaths	FPHO	60,000.00	42,481.33	17,518.67	0.00
Royalties for Regions 2012/13 (Individual)	Duplex Construction	N/A	624,063.00	581,497.88	46,949.49	0.00
	Dam Clean/Tanks	DAM01	60,000.00	0.00	699.42	59,300.58
	Netball/Basketball	CT01	91,530.00	0.00	91,530.00	0.00
	Footpaths	1202	80,000.00	24,381.10	46,916.31	8,702.59
	Tennis Courts	TC01	90,000.00	0.00	0.00	90,000.00
Sub Total						158,003.17
Unspent Loan123						2,500,000.00
Total Restricted Grant Funds						2,658,003.17
Available Cash						
Municipal Bank		0111	Variable	Ongoing	N.A.	1,100,024.07
Municipal Term Deposit 1		0108			N.A.	0.00
Municipal Term Deposit 2		0109				0.00
Term Deposit 1		TD01	2.95%	12 months	30-Jun-16	2,000,000.00
Term Deposit 2		TD02	2.85%	6 months	30-Dec-15	500,000.00
Municipal Term Deposit CLGFR		0812	Variable	Ongoing	N.A.	0.00
Municipal On Call Account		0811			N.A.	14.56
Total Cash						3,600,038.63
Less Restricted Cash						(2,658,003.17)
Total Unrestricted Cash						942,035.46

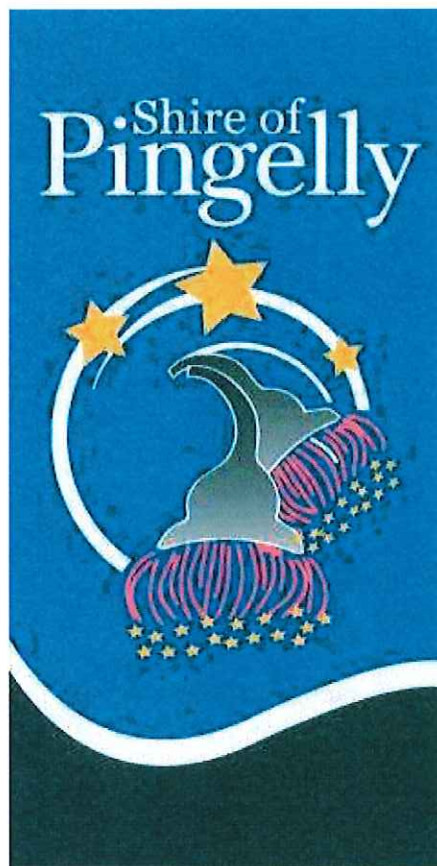
Attachment 8

11.3.1 Copy of Consolidation Report & Scheme Maps

SCHEME CONSOLIDATION REPORT

Shire of Pingelly

Local Planning Scheme No. 3



June 2015

Background

The Shire's Local Planning Scheme No. 3 was finalised in June 2007 and gazetted on May 5, 2008.

Under Division 5 of the *Planning and Development Act* (2005) (as amended), local governments are required to review their local planning scheme at 5 yearly intervals.

As 5 years has elapsed since LPS No. 3 was approved and gazetted, this report summarises the Shire's planning activity during this period with a view to determining whether a new Scheme is required or alternatively a consolidation of the current Scheme.

As part of the process, the report will need to be forwarded to the Commission for approval as required under Clause 89 (1) of the *Planning and Development Act* (2005).

Under Clause 89 (2) once approved by the Commission, the Shire will be required to invite submissions from the public on the effectiveness of the Scheme, the need for amendment of the Scheme and the need for making a new Scheme.

Planning Activity 2007 – 2013

Preparation of the Shire's Local Planning Strategy and Local Planning Scheme commenced in 2002. The Scheme was adopted in 2007.

During that time (March 2004) a series of Local Planning Policies were prepared as follows:

- Relocated Buildings;
- Outbuildings;
- Landscaping;
- Home Occupation/Home Business;
- Natural Resource Management;
- Rural Residential Development;
- Town Centre Design and Townscape Guidelines; and
- Intensive Agriculture.

In 2012, a Dog Kennels Policy was prepared and adopted by the Shire.

Four amendments to LPS No. 3 have been initiated by the Shire since 2008 and have been approved as follows:

1. Amendment No. 1 - Rezoning of Lot 5209 and Lot 3902 Bullarring – Pingelly Road from General Agriculture to partly Residential R2.5 and partly Rural Residential zone.
2. Amendment No. 2 - Placing Lot 279 Stratford Street, Pingelly in the Residential R12.5/R25 zone.

3. Amendment No. 3 – including most of reserve 16946 in Park Street in the Residential zone R12.5/R25.
4. Amendment No. 4 – Inclusion of Dog Kennels as an “A” use in the General Agricultural zone.

Amendment Numbers 1, 2 and 3 have resulted in Amendments to the Scheme Maps. Amendment No. 4 has required an amendment to the zoning table.

Planning Issues 2002 – 2012

When the Scheme was prepared commencing in 2002 through to its approval in 2008, the main issues identified which were addressed in the Scheme were:

- To allow for more flexible land use.
- To provide for expansion/flexibility of industrial land (to allow for larger blocks if needed).
- To provide for an increase in population through strategic options e.g. rural residential blocks ¼ acre upwards, smaller blocks in town.
- To provide for a location for a mobile home park.

An issue identified was the limited availability of a power source, adequate for major industry. The lack of an adequate power supply almost certainly precludes a major industry siting in Pingelly and in any event the Local Planning Strategy for the sub region recognised Narrogin as the regional centre as the appropriate location for heavy industry.

Urban Growth/Decline

The response options for urban growth/decline were listed as:

- At a regional level;
 - Consolidate existing settlement nodes;
- At a local level;
 - Encourage development/infilling of existing townsite lots until demonstrable demand for town expansion; and
 - Define areas suitable for rural living/rural residential.

Local Planning Scheme No. 3 provided ample opportunity for town expansion within the existing zoned residential land in the townsite. There is also the prospect for considerable urban growth through the potential rezoning of existing Rural Residential zoned land within the townsite to Residential R2.5 (see Figure 27 from the Local Planning Strategy).

Provision was made for three residential development areas to allow for town expansion in a north, west and easterly direction.

Two composite residential light industry zones were proposed, one to the north-west of the town and one to the south. The zone allows residences and small businesses to co-locate on the same lot.

Residential densities were raised to encourage medium density residential development in sewerred areas through the use of split codes. It was proposed that the higher code would only be available where scheme sewerage is available.

Townscape

Council was encouraged to reactivate its townscape programme to enhance the attractive features of the town and its setting.

The major initiatives were:

- The Park Street/Quadrant Street/Parade Street intersection.
- The rejuvenation of Parade Street.
- The creation of a town square.
- The completion of Pioneer Park.
- Entry statements.

Rural Settlement

A Rural Strategy had not been prepared for the Shire of Pingelly and a formal strategy was not considered necessary. The potential for rural settlement was addressed in the Local Planning Strategy (LPS) as amended.

Local Planning Strategy

The LPS recommended that Rural Smallholdings and Rural Residential development be focused on established towns. A strategic action outlined in the LPS, for managing population growth/decline was to ensure that special rural subdivision supported and was consistent with the settlement hierarchy in which Pingelly was identified as a Local Centre.

The Strategy was amended in August 2007 and the amended Strategy approved by the WAPC in November 2010. The amendment was primarily to accommodate a proposal for residential and rural residential development, on the eastern boundary of the Pingelly townsite (Amendment No. 1 to LPS No. 3).

The amended LPS identifies appropriately located areas for rural residential development. A "Rural Residential Investigation Area" was identified. Landowners within the "Rural Residential Investigation Area" are required to undertake a detailed physical and planning analysis of their landholding before Council considers initiating an amendment to the Scheme. However the incorporation of this area in the LPS flags to affected landowners the opportunity to subdivide as well as to other rural property owners that at this stage this will be the only area that will be favourably considered for Rural Residential development in the Shire's municipal area.

A development limit of 100 rural residential lots to be created is to be applied to the area within the lifespan of the Pingelly Local Planning Strategy.

Shire Demographics

The ABS census recorded a Shire population of 1163 residents in the 2011 census. This compares with 1168 residents in the 2006 census. In 2001 the population of the Shire was 1125 residents.

The age breakdown for residents for the whole Shire of Pingelly between the years 2001 and 2011 is as follows:

	2001	2006	2011
0-4	87	74	69
5-14	169	173	182
15-24	121	102	98
25-54	434	436	407
55-64	142	175	174
65 +	168	209	234
TOTAL	1125	1168	1163

The median age of residents living within the Shire in 2006 was 43 compared to the 2011 average of 44 years. Both median ages of the Shire's residents are higher than the Australian average of 37 during both the 2006 and 2011 census periods.

The table above indicates between 2001 and 2006 there was an increase of 43 residents within the Shire and between 2006 and 2011 there was a reduction of 5 residents, indicating an overall population increase over 10 years of 38 residents.

The ABS census recorded the town of Pingelly having a population of 840 residents in 2011, a reduction from 992 residents in 2006, however an increase from the 2001 population of 731. This indicates that there was an overall increase of 109 residents in the Pingelly township between 2001 and 2011.

Comparatively, the age breakdown of residents in the Pingelly township was as follows:

	2001	2006	2011
0-4	48	63	49
5-14	109	137	128
15-24	87	90	77
25-54	265	360	269
55-64	79	149	137
65 +	138	193	181
TOTAL	731	992	841

It should be noted that between the 2001 and 2006 census the way in which the towns population was calculated had changed.

Building approvals in the Shire between 2002 and 2012 are as follows:

BUILDING STATISTICS				
Year	Total Licences	Dwellings	Residential	Rural
04/05	24	7	6	7
05/06	20	8	7	1
06/07	37	13	12	1
07/08	76	19	12	7
08/09	75	15	8	6
09/10	42	13	7	5
10/11	22	4	2	2 (1 not built)
11/12	26	7	1 (not built)	6
12/13	33	5	3 (application refused by BS)	2
13/14	41	6	4	2 (1 withdrawn)
14/15	25	4	1	3

Review Discussion

At a meeting of Councillors on April 1, 2015 the appropriateness of a review of the Scheme was discussed under the following topics and with the following outcomes as indicated.

Residential Growth

An investigation into the potential residential capacity of the current townsite found that the Pingelly townsite is capable of providing an extra 1070 residential lots at low to medium densities (R2.5 to R25) under the provisions of Local Planning Scheme No. 3. This does not include the possible amalgamation and redevelopment of smaller townsite lots coded R12.5/R25 nor the possible residential development in the Town Centre zone. These extra lots could hypothetically accommodate more than a doubling of the current population of Pingelly.

Additionally, the LPS identifies two areas, one in the northern sector and one in the western sector to be included in the Development-Residential zone. This complements the existing Development-Residential zone in the eastern sector as a mechanism to allow for urban expansion in three directions within the existing townsite.

Local Planning Strategy

A review of the Local Planning Strategy was discussed and it was determined that review was not necessary as the LPS was adopted in 2010 and no circumstances had arisen since that required a review.

Mixed Use Areas

Although the use of the mixed use areas which allows for a combination of residential and a business conducted from the same premises had not yet been utilised, it was agreed that it was important that the areas should be retained to ensure that a flexible option was available for those seeking to move to Pingelly and establish a business on the same lot as their residence.

It was considered desirable that a policy setting out development guidelines for these areas be prepared.

Moorumbine/Dattening Townsites

It was agreed that the Special Control Areas for the Moorumbine and Dattening townsites which required coordinated development and the provision of appropriate infrastructure was an appropriate mechanism to ensure that any proposals for development in these townsites would be coordinated and comprehensively planned.

Pingelly Hospital

Council are currently preparing a submission to support an amendment to the Scheme for a portion of recreation reserve 23983 on the corner of Brown Street and Somerset Street to be set aside for a new Pingelly Hospital as part of a master plan for the development of the whole of the reserve. This will consolidate a number of community and recreational uses in the one area. It was determined that the proposed amendment would be progressed separately to the consolidation of the Scheme so that the consolidation of the Scheme was not delayed.

Municipal Inventory

The inclusion of the Municipal Inventory was discussed in terms of its inclusion in the Scheme but it was determined that the Inventory was in need of review and although desirable it would be inappropriate to include it prior to a review taking place.

Zoning Table

It is proposed that “shop” be assigned a “P” use in the Town Centre zone rather than its current designation as a “D” use, as this is considered more appropriate.

Heavy Haulage Bypass Routes

The Local Planning Scheme maps have included the town’s heavy haulage bypass routes. Council considers this appropriate to ensure that existing and future owners of abutting properties are fully aware of these designated routes.

Local Planning Scheme No. 3 showed a proposed highway reserve parallel to the railway reserve, reserved for this purpose. The modified scheme map has reassigned this reserve to the current highway and designated the road parallel to the railway reserve as a future heavy haulage bypass route.

This more accurately reflects the current situation and the desired future situation.

CONCLUSION

In view of the above and the minimal population change and Scheme amendments in the Shire since the preparation of the Scheme and the amended Local Planning Strategy, the Shire concludes that the existing Scheme be consolidated rather than initiate a new Scheme.

RECOMMENDATION

As a result of the above and the operation of the Scheme since 2007, it is recommended that Council resolve to:

1. Consolidate the current Local Planning Scheme No. 3 as provided for in Section 88 of the Planning and Development Act 2005 rather than prepare a new Scheme.
2. Notify its resolution to the Commission as required under Section 89 of the Planning and Development Act 2005.
3. Forward this report and the consolidated maps and amended zoning table incorporating amendments 1-3 and incorporating amendment No. 4 to enable the Commission to approve the consolidation of the Scheme.
4. Upon approval by the Commission, invite submissions from the public on the effectiveness of the Scheme, the need for amendment of the Scheme and the need for the making of a new Scheme as required under Section 89(2) of the Planning and Development Act 2005.
5. Upon receipt of submissions, prepare a report on submissions to the Minister to determine whether no change is necessary (Section 91) or amendments are proposed (Section 92) and seek approval of the Minister as required under the above section of the Planning and Development Act 2005.

TABLE 1: ZONING TABLE

LANDUSE	Town Centre	Mixed Use	Residential	Rural Residential	General Agriculture	Industry	Development	Special Use
abattoir	X	X	X	X	A	A	See Clause 5.22.2	See Schedule 4
agriculture – extensive	X	X	X	X	P	X		
agriculture – intensive	X	X	X	X	A	X		
agroforestry	X	X	X	X	A	X		
amusement parlour	D	A	X	X	X	X		
animal establishment	X	X	X	A	D	A		
animal husbandry – intensive	X	X	X	X	A	X		
aquaculture	X	X	X	A	D	A		
bed & breakfast	P	D	A	D	P	X		
betting agency	D	D	X	X	X	X		
caravan park	A	A	X	X	A	X		
caretaker's dwelling	D	D	X	A	D	D		
car park	D	D	X	X	X	D		
childcare premises	D	D	D	D	D	X		
cinema/theatre	D	A	X	X	X	X		
civic use	D	A	A	A	A	X		
club premises	D	A	X	X	D	X		
community purpose	D	D	A	D	D	X		
consulting rooms	D	D	A	X	X	X		
convenience store	D	A	A	X	X	X		
corrective institution	X	X	X	X	A	X		
dog kennels AMD 4 GG 5/7/13	X	X	X	X	A	X		
educational establishment	D	A	A	X	A	A		
exhibition centre	D	A	X	D	D	X		
family day care	D	A	D	D	X	X		
fast food outlet	A	X	X	X	X	X		
fuel depot	A	A	X	X	D	D		
funeral parlour	D	D	X	X	X	X		
grouped dwelling	D	P	P	A	X	X		
home business	D	D	A	A	A	X		
home occupation	D	D	A	A	P	X		
home office	P	P	P	P	P	X		
home store	D	D	A	X	X	X		
hospital	D	D	X	X	X	X		
hotel	A	X	X	X	X	X		
industry – cottage	P	D	A	D	D	X		
industry – extractive	X	X	X	X	A	A		
industry – general	X	X	X	X	X	P		
industry – light	D	D	X	X	X	P		
industry – mining	X	X	X	X	A	X		

LANDUSE	Town Centre	Mixed Use	Residential	Rural Residential	General Agriculture	Industry	Development	Special Use
industry – rural	X	X	X	X	D	P	See Clause 5.2.2.2	See Schedule 4
industry – service	P	D	X	X	X	D		
lunch bar	P	D	X	X	X	D		
market	D	D	X	X	D	X		
medical centre	P	D	A	X	X	X		
motel	D	A	X	X	X	X		
motor vehicle, boat or caravan sales	D	D	X	X	X	A		
motor vehicle repair	A	A	X	X	X	P		
motor vehicle wash	D	A	X	X	X	P		
nightclub	D	X	X	X	X	X		
office	P	D	X	X	X	X		
park home park	X	A	A	A	A	X		
place of worship	P	A	A	A	X	X		
plantation	X	X	X	X	A	X		
reception centre	A	A	X	A	A	X		
recreation – private	D	A	A	D	D	A		
residential building	D	D	P	P	P	X		
restaurant	D	A	A	X	A	X		
restricted premises	D	X	X	X	X	X		
rural home business	X	X	X	A	D	X		
rural pursuit	X	X	X	A	P	X		
service station	D	A	X	X	X	A		
shop	P D	A	X	X	X	X		
showroom	D	D	X	X	X	A		
single dwelling	D	P	P	P	P	X		
storage	A	D	X	X	D	P		
tavern	D	X	X	X	X	X		
telecommunications infrastructure	A	A	X	D	D	D		
trade display	D	A	X	X	X	A		
veterinary centre	D	A	X	A	A	A		
warehouse	A	D	X	X	X	P		
winery	X	X	X	A	A	X		

The symbols used in the cross reference in the Zoning Table have the following meanings:

- ‘P’ means that the use is permitted by the Scheme providing the use complies with the relevant development standards and the requirements of the Scheme.
- ‘D’ means that the use is not permitted unless the local government has exercised its discretion by granting planning approval.
- ‘A’ means that the use is not permitted unless the local government has exercised its discretion by granting planning approval after giving special notice in accordance with clause 9.4.
- ‘X’ means a use that is not permitted by the Scheme.

Attachment 9

11.3.2 Application Form, Letter, Site Plan and Photos

SCHEDULE 6-APPLICATION FOR PLANNING CONSENT-SHIRE OF PINGELLY

Application No: _____ Dated: DATE 26/6/15

Applicant's Name: GARY WHITE

Officer AOT

Address: 11 ELIOT STREET, PINGELLY, 6308

Copy to

Owner's Name: "AS ABOVE"

Address: _____
(If different from above)

Correspondence to: APPLICANT / OWNER

DETAILS OF DEVELOPMENT PROPOSAL

Lot / Location: S4 + S5

Road(s) serving property: Facing - ELIOT ST

Side - Palace stat rear

Type of development: 1 x PERMANENT + 1 TEMPORARY CONTAINERS

Details of development: AS PER PLAN SUPPLIED TO
COMPLY WITH POLICIES ABOUT CONTAINERS.

Treatment of open portion of the site: _____

Car parking proposals: _____

Landscaping proposals: _____

Approximate cost of proposed development: \$2,500.00.

Estimated time / date for completion: 12 MTHS

SIGNATURE OF
APPLICANT

SIGNATURE OF
OWNER

(Both signatures are required if Applicant is not the Owner)

DATE

DATE

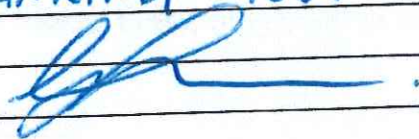
GARY WHITE
11 ELIOT STREET
PINGELLY, W.A
6308
0408919305

TO:-
THE SHIRE OF PINGELLY
TOWN PLANNING DEPT

TO WHOM IT MAY CONCERN,

HAVING RECEIVED LETTER
ON THE 17TH JUNE REGARDING SEA CONTAINERS
ON MY PROPERTY AND FOLLOWING CONVERSATION
WITH SHERYL SQUIERS ON THE 17TH JUNE,
I WAS UNAWARE OF BY-LAWS REGARDING
CONTAINERS. HAVING BEEN ADVISED OF PROCEDURE
I HAVE SUBMITTED A SITE PLAN FOR HAVING
ONE PERMANENT SEA CONTAINER AS MARKED ON
PLAN AND THE OTHER CONTAINER MARKED AS
TEMPORARY FOR 12 MTHS IF ALLOWED TO.
I HAVE STARTED TO BEAUTIFY CONTAINERS
ALREADY AS IN PAINTING THEM THE SAME
COLOUR AS THE HOUSE & FRONT OF EXISTING
SHEDS TO BLEND INTO THE ENVIRONMENT.
AGAIN, I WAS UNAWARE OF THE TOWN PLANNING
RULES REGARDING CONTAINERS, I SHOULD HAVE
ASKED FIRST, SO I APOLOGIZE FOR MY
OVERSIGHT, I DID NOT DO IT INTENTIONALLY
AND I HOPE YOU TAKE THIS INTO CONSIDERATION
WHEN RULING ON THIS CASE.

THANKING YOU.



G. WHITE 21/6/15

No:- 11

ELIOT

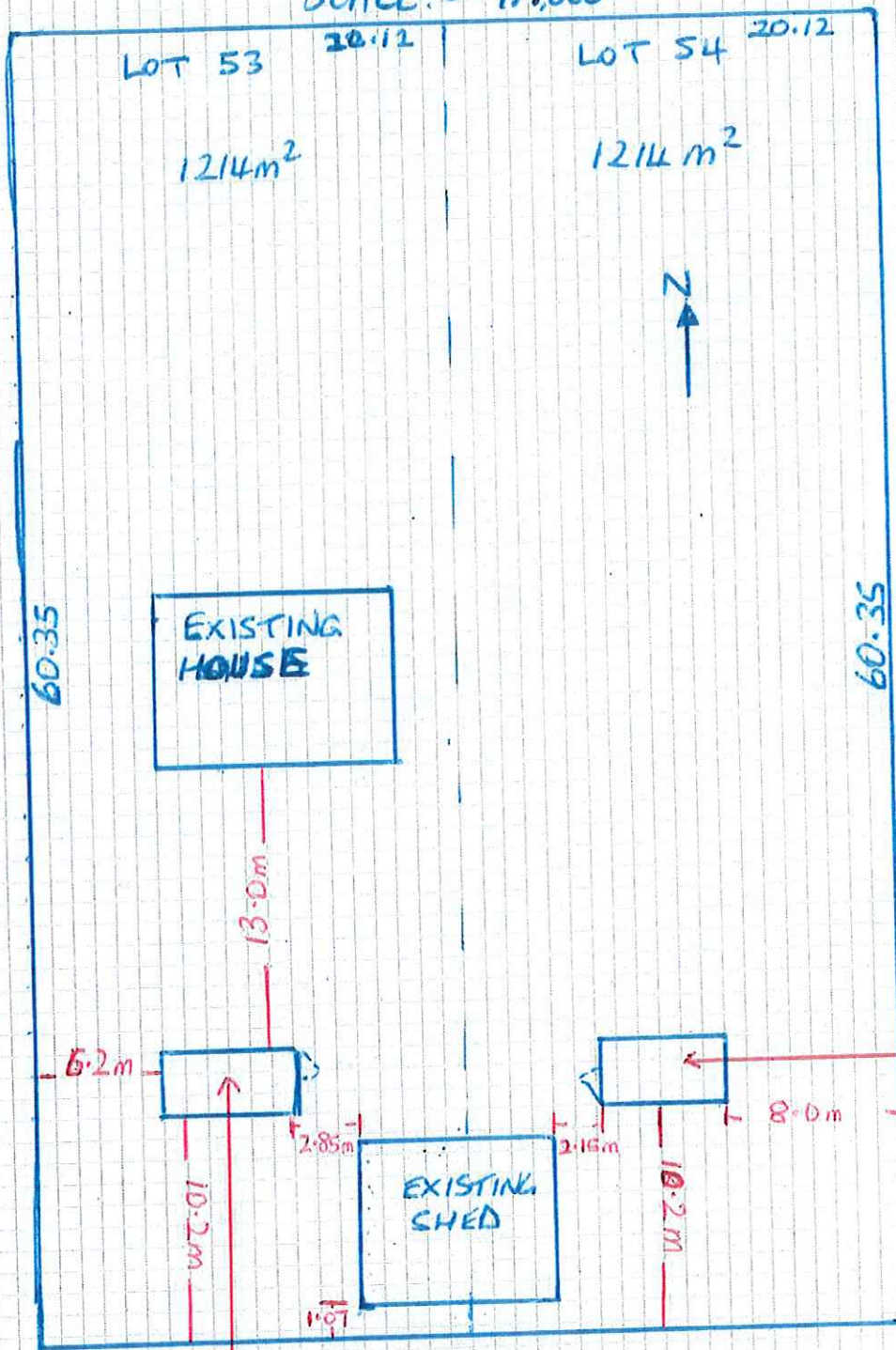
STREET

SCALE:- 1:1000

VOLUME -
1842

FOLIO -
51

LOTS 53 & 54
ON DEPOSITED PLAN
223045



SCALE 1:1000













