



Shire of
Narrogin

MINUTES

ORDINARY COUNCIL MEETING

27 March 2019

The Chief Executive Officer recommends the endorsement of these minutes at the next Ordinary Meeting of Council.

Signed: 

Date 28 March 2019

These minutes were confirmed at the Ordinary Council Meeting held on 24 April 2019.

Signed: 

(Presiding Person at the meeting at which minutes were confirmed)

Acknowledgement of Noongar People

The Shire of Narrogin acknowledges the Noongar people as traditional custodians of this land and their continuing connection to land and community. We pay our respect to them, to their culture and to their Elders past and present.

Electronic copies of minutes and agendas are available for download from the Shire of Narrogin website www.narrogin.wa.gov.au

Alternative formats are also available upon request, including large print, electronic format (disk or emailed), audio or Braille



Shire of
Narrogin

Love the life

STRATEGIC COMMUNITY

SNAPSHOT

PLAN
2017-27

VISION

To be a leading regional economic driver and a socially interactive and inclusive community.

MISSION

Provide leadership, direction and opportunities for the community.

KEY PRINCIPLES

In achieving the Vision and Mission, we will set achievable goals and work with the community to maintain a reputation of openness, honesty and accountability. In doing so we will:

- Respect the points of view of individuals and groups;
- Build on existing community involvement;
- Encourage community leadership;
- Promote self-reliance and initiative;
- Recognise and celebrate achievement;
- Support the principles of social justice; and
- Acknowledge the value of staff and volunteers.

OUR VALUES

Care with Trust & Teamwork

Caring - We display kindness and concern for one another and our community

Accountability - We accept responsibility for our actions and outcomes

Respect - We treat everyone how we would like to be treated

Excellence - We go the extra mile to deliver outstanding services

Trust - We share without fear of consequences

Team Work - We work together for a common goal

ECONOMIC



Support growth and progress, locally and regionally...

Growth in revenue opportunities

- Attract new industry, business, investment and encourage diversity whilst encouraging growth of local business
- Promote Narrogin and the Region
- Promote Narrogin's health and aged services including aged housing

Increased Tourism

- Promote, develop tourism and maintain local attractions

An effective well maintained transport network

- Maintain and improve road network in line with resource capacity
- Review and implement the Airport Master Plan

Agriculture opportunities maintained and developed

- Support development of agricultural services

SOCIAL



Provide community facilities and promote social interaction...

Provision of youth services

- Develop and implement a youth strategy

Build a healthier and safer community

- Support the provision of community security services and facilities
- Advocate for mental health and social support services
- Continue and improve provision of in-home care services

Existing strong community spirit and pride is fostered, promoted and encouraged

- Develop and activate Sport and Recreation Master Plan
- Engage and support community groups and volunteers
- Facilitate and support community events
- Provide improved community facilities (eg library/recreation)
- Encourage and support continued development of arts and culture

Cultural and heritage diversity is recognised

- Maintain and enhance heritage assets
- Support our Narrogin cultural and indigenous community

A broad range of quality education services and facilities servicing the region

- Advocate for increased education facilities for the region
- Advocate for and support increased education services

ENVIRONMENT



Conserve, protect and enhance our natural and built environment...

A preserved natural environment

- Conserve, enhance, promote and rehabilitate the natural environment

Effective waste services

- Support the provision of waste services

Efficient use of resources

- Increase resource usage efficiency

A well maintained built environment

- Improve and maintain built environment

CIVIC



Continually enhance the Shire's organisational capacity to service the needs of a growing community...

An efficient and effective organisation

- Continually improve operational efficiencies and provide effective services
- Continue to enhance communication and transparency

An employer of choice

- Provide a positive, desirable workplace

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ORDINARY COUNCIL MEETING MINUTES

27 MARCH 2019

1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member, President Ballard, declared the meeting open at 7:07 pm.

2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Elected Members (Voting)

Mr L Ballard – Shire President (Presiding Member)

Cr T Wiese – Deputy Shire President

Cr C Ward

Cr N Walker

Cr P Schutz

Cr M Fisher

Cr C Bartron

Cr B Seale

Cr G Ballard

Staff

Mr D Stewart – Chief Executive Officer

Mr T Evans – Executive Manager Technical & Rural Services

Mr F Ludovico – Executive Manager Corporate & Community Services

Ms C Thompson – Executive Assistant

Mr R Powell – Acting Executive Manager Development & Regulatory Services

Leave of Absence

Nil

Apologies

Mr A Awang – Executive Manager Development & Regulatory Services

Visitors

Mr G Baylis

Mr D Baylis

Mr M Furr – YMCA WA

Mr T Sandhu – YMCA WA

Ms A Abra – YMCA WA

Mr M Traill – Narrogin Observer

3. DECLARATION OF INTEREST BY ELECTED MEMBERS AND COUNCIL EMPLOYEES IN MATTERS INCLUDED IN THE MEETING AGENDA

Name	Item No	Interest	Nature
Cr Ward	10.1.3	Proximity	Residence is next door to refuse site.
Cr Ward	10.1.4	Proximity	Residence is next door to refuse site.
G Ballard	10.2.1	Proximity	Property is on or near to road proposal
L Ballard	10.2.1	Proximity	Property is on or near to road proposal
T Wiese	10.2.1	Proximity	Property is on or near to road proposal
Cr Seale	10.2.1	Proximity	Property is on or near to road proposal
Cr Bartron	10.2.1	Proximity	Property is on or near to road proposal
Cr Walker	10.2.1	Proximity	Property is on or near to road proposal

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

7:10 pm – Public Question time commenced.

5.1 Heavy Haulage Transport - Noise Emission Reduction Strategy - Narrogin Shire Townsite and CBD

The CEO read a question to Council which was received by the Shire via email on 21 March 2019 (ICR1916842) for submission to the next Council Meeting.

From: Ms Tina Jones – Narrogin

Summary only.

Will Council consider the introduction of signage (at all arteries approaching Narrogin town site) in the near future in an effort of eliminating unwanted traffic noise?

Mr T Evans, Executive Manager Technical and Rural Services provided a response at the meeting and will be writing to Ms Jones to advise that the Shire is able to install advisory “Reduce Vehicle Noise” signs, similar to the Main Roads sign that is located on the Williams-Kondinin Road (just east of the top of Kipling Street), on the Shire roads. The Shire roads include Narrogin – Wandering Road, Herald Street and Clayton Road, all being entry roads into the Town residential area.

The other entry roads into Narrogin passing through residential areas are the responsibility of Main Roads WA on which the Shire is not allowed to install signs. The Shire will make

contact with Main Roads and ask that Main Roads consider the installation of “Reduce Vehicle Noise” signs to Williams–Kondinin Road (near the Cemetery), Great Southern Highway – Wagin and Cuballing entry points

Mr G Baylis – Highbury

On the same matter, will Council consider the installation of signs for entry points into the residential area of Highbury townsite, particularly Highbury West road approaching the Highway?

Mr D Stewart , Chief Executive Officer, responded that we would consider similar signs on the Shire’s road as trucks enter Highbury Townsite from the west on Highbury West Rd.

7.17 pm – The President declared Public Question Time closed and noted that no questions have been taken on notice.

6. APPLICATIONS FOR LEAVE OF ABSENCE

Cr Schutz advised Council that he will be away for the Ordinary Council Meeting of 24 April 2019.

COUNCIL RESOLUTION 0319.0319.001

Moved:: Cr Bartron Seconded: Cr Seale

That Council approve Cr Schutz’s request for leave of absence for the Ordinary Council Meeting of 24 April 2019.

CARRIED 9/0

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

7.1 Ordinary Council Meeting

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0319.002

Moved: Cr Walker Seconded: Cr Wiese

That the minutes of the Ordinary Council Meeting held on 27 February 2019 be confirmed as an accurate record of the proceedings subject to the following correction:

- pp 444 –Schedule of Accounts Paid December 2018, the totals on the table for Local Spending be amended from “\$172,054.74” to “\$906,684.90” and percentage totals from “16.12%” to “84.96%”.

CARRIED 9/0

8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Nil

9. PETITIONS, DEPUTATIONS, PRESENTATIONS OR SUBMISSIONS

Repair Café Narrogin – Maretta Osgood

Maretta Osgood currently organises the Repair Cafe Narrogin. They opened their doors in the middle of last year. The Repair Café movement began in the Netherlands and is a worldwide social and community action group, sharing skills and getting “things” repaired to keep them in service and out of landfill. The Repair Cafe Perth has assisted the Narrogin branch in setting up. It is run at the Gnarojin Community Garden rooms the first Sunday of each month. Ms Osgood will present to Council the Repair Café model.

Ms Osgood had not arrived to make her presentation, therefore the meeting proceeded.

10. MATTERS WHICH REQUIRE DECISIONS

10.1 DEVELOPMENT AND REGULATORY SERVICES

10.1.1 CEMETERY FENCE

File Reference	A105195
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	15 February 2019
Author	Loriann Bell – Administration Support Officer
Authorising Officer	Torre Evans – Executive Manager Technical & Rural Services
Attachments	

Summary

Council is asked to consider supporting the removal of the Narrogin Cemetery fences which consists of a metal pool style fence along Williams Road and a post and rail fence along Lefroy Street.

Background

On 21 August 2018, the Elected Members and the Shire's Executive Management Team undertook a bus tour around Narrogin with a view to identify areas or locations that required improvement, replacement or removal. Through this process the Narrogin Cemetery fence was identified for removal.

At the Narrogin District Townscape Committee Meeting held on 18 October 2018 the Committee was presented with a proposal submitted by the Shire's Department of Technical and Rural Services to remove the existing fences and replace them with native plants.

It was proposed to replace the existing fence with native hedge plants planted next to the fence on the Cemetery side, watered for one year until established, and remove the fence.

Comment

The Executive Manager Technical and Rural Services suggested the following native plants as suitable species for hedging:

- Agonus flexuosa nana
- Grevillea ANZAC
- Grevillea superb
- Rysynocarpus tuberculatus (wedding bush)
- Chamelaucium purple pride
- Hakea laurina

The Narrogin District Townscape Committee supported the removal of the fences, but did not support the recommendation for the proposed planting of the suggested species to replace the fence.

The Committee discussed soil suitability and expressed significant reservations regarding the survival of any plants on the fence line. They indicated a preference for the use of a product such as bollards to define the cemetery boundaries and made a recommendation that Council remove the existing metal fence and the pine post and rail fence.

The Committee's recommendation was as follows:

“That in relation to the proposed removal of the existing fence at the Narrogin Cemetery the Narrogin District Townscape Committee recommends that Council supports the removal of the existing metal fence and the pine post and rail fence.”

In conclusion, it is the view of the Administration and our internal horticultural expertise, that a suitable selection of species can be grown as a hedge, with watering in the first season.



Existing metal pool-style fence



Existing post & rail fence

Consultation

Consultation took place with:

- Narrogin District Townscape Committee;
- Executive Manager Development and Regulatory Services;
- Executive Manager Technical and Rural Services; and
- Chief Executive Officer.

Policy Implications

The Street Tree Policy (15.3) and accompanying Street Tree Planning: Selections and Recommendations Guide 2018 relates.

Financial Implications

The expenditure is estimated at \$2,000 for the removal of the fence and \$5,000 for the planting and maintenance in the first year, and these sums are recommended to be included in the 2019/2020 Draft Budget.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	3. Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.4 A well maintained built environment
Strategy:	3.4.1 Improve and maintain built environment

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0319.003

Moved: Cr Schutz Seconded: Cr Wiese

That, with respect to the Narrogin Cemetery boundary fence, Council endorse the intent of removal of the fence along Williams Road and the post and rail fence along Lefroy Street, and consider including in the 2019/20 Draft Budget the sum of \$7,000 for the fence removal and installation of appropriate hedging vegetation.

CARRIED 9/0

Notation

It was noted that Officers would seek consideration of the Townscape Committee of the merits of the proposed vegetation with drip irrigation and the proposed species.

07.23 pm – Ms Osgood arrived at the meeting

COUNCIL RESOLUTION 0319.004

Moved: Cr Seale Seconded: Cr Wiese

That, Council return to Item 9 of the agenda to hear a presentation from Ms Osgood about the Repair Café Narrogin.

CARRIED 9/0

10.1.2 AUSTRALIA DAY AND HONOURS COMMITTEE APPOINTMENT

File Reference	26.4.3
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	10.1.4 – 19 December 2018
Date	15 February 2019
Author	Loriann Bell - Administrative Support Officer
Authorising Officer	Azhar Awang Executive Manager Development and Regulatory Services
Attachments	1. Mrs Mareesa Atkins – Australia Day and Honours Committee nomination

Summary

Council is asked to consider the appointment of Mrs M Atkins to the Australia Day and Honours Committee as a Community Member at Large following the endorsement of the amended Terms of Reference in December 2018.

Background

Council resolved, pursuant to resolution number 1218.128 at its meeting of 19 December 2018, as follows:

“That, in relation to the proposed amendments to the Australia Day and Honours Committee Terms of Reference and Schedule 1.4 Processes and Criteria, Council recommends that:

- 1. The name of the Responsible Officer be changed from the Manager Leisure and Culture to Executive Manager Development and Regulatory Services;*
- 2. Schedule 1.4 Processes and Criteria is amended to reflect changes to the date of the advertising schedule and the nomination period;*
- 3. Increase Committee membership from five (5) to eight (8);*
- 4. Increase the quorum from three (3) to four (4);*
- 5. Increase the number of Community Members from zero (0) to three (3)”.*

The Shire invited nominations to the Australia Day and Honours Committee through an advertising campaign on social media and in the Narrogin Observer throughout January 2019. One nomination was received from Mrs Mareesa Atkins. At the Australia Day and Honours Committee meeting held 19 February 2019, the Committee recommended that Council endorse Mrs Atkin’s nomination.

Comment

Mrs Atkins has been an active volunteer in Narrogin for a number of sporting and community groups including the Upper Great Southern Hockey Association and brings with her a wealth of committee, events and catering experience.

In 2016, the Upper Great Southern Hockey Association (UGSHA) hosted an international hockey series between the Australian Kookaburra's and Great Britain. Mrs Atkins volunteered to be the canteen manager for the event. This required her to organise two dinner functions, providing meals for almost 3,000 people over two days, including both teams and their support staff.

The compliments that the association received as a result were too numerous to mention, and Mrs Atkins played a pivotal role in the success of the event.

In addition Mrs Atkins has worked as a volunteer in a range of roles including:

1. School canteens for 9 years;
2. Little Athletics for 7 years;
3. Minkey hockey coach for 3 years;
4. Secretary of the UGSHA for 3 years;
5. Volunteer Team Manager, Carnival and Country Week coordinator of the UGSHA for over 10 years; and
6. Canteen Manager of the UGSHA for 8 years.

In December 2016, Mrs Atkins received recognition at the Shire of Narrogin's Thank a Volunteer Day event, and on Australia Day 2018 she received the Shire of Narrogin's Citizen of the Year Award in recognition of her outstanding community service.

Consultation

The following people were consulted in relation to this matter;

- Chief Executive Officer
- Executive Manager Development and regulatory Services
- Australia Day and Honours Committee
- Executive Manager Development and Regulatory Services

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

There are no known meaningful financial implications relative to this matter in excess of officer time and minor administrative cost.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	2. Social Objective (To provide community facilities and promote social interaction)
Outcome:	2.3 Existing strong community spirit and pride is fostered, promoted and encouraged
Strategy:	2.3.2 Engage and support community groups and volunteers
Strategy:	2.3.3 Facilitate and support community events
Strategy:	2.3.5 Encourage and support continued development of arts and culture
Outcome:	2.4 Cultural and heritage diversity is recognised
Strategy:	2.4.2 Support our Narrogin cultural and indigenous community

Voting Requirements

Absolute Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0319.005

Moved: Cr Seale Seconded: Cr Fisher

That, with respect to the nomination of Mrs Atkins to the Australia Day and Honours Committee, Council endorse the nomination, and appoint Mrs Atkins to the position of Community Member at Large.

**CARRIED 9/0
BY ABSOLUTE MAJORITY**

COMMITTEES OF COUNCIL NOMINATION

(FCEO030)



Shire of
Narrogin
Love the life

89 Earl Street
PO Box 1145
Narrogin WA 6312

(08) 9890 0900

www.narrogin.wa.gov.au
enquiries@narrogin.wa.gov.au

CASHIER HOURS:
8:30 am – 4:30 pm
MONDAY-FRIDAY

Shire of Narrogin
RECEIVED

30 JAN 2019

26.4.3 ICR1916488

MEMBERSHIP NOMINATION

The Shire of Narrogin invites nominations from individuals or organisations for a position on one of the following Committees of Council.

Please indicate below which Committee you are nominating for:

- Australia Day and Honours Committee
- Narrogin District Townscape Committee
- Local Emergency Management Committee
- Narrogin Airport Committee

Name of nominee	MAREESA ATKINS		
Name of organisation (if applicable)			
Street Address	[REDACTED]		
Postal Address	[REDACTED]		
Telephone No		Mobile No	[REDACTED]
Email Address	[REDACTED]		
Signature:	M Atkins		Date: 30/1/2019

Further information is available on the Shire's website, <https://www.narrogin.wa.gov.au/committees.aspx>, or by contacting the Shire administration office on 9890 0900.

Nominations close at 4.30 pm Thursday 31 January 2019 and should be addressed to the undersigned.

Dale Stewart
Chief Executive Officer
Shire of Narrogin
PO Box 1145 Narrogin WA 6312
enquiries@narrogin.wa.gov.au

Please provide a brief outline of your interest, knowledge, experience and skills in relation to your chosen Committee.

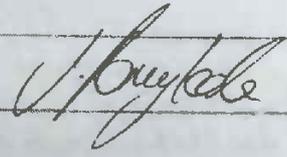
Interest I would like to be a part of the committee as 3 breakfasts ago the Ugs hockey won an awards, so so happy with that so left on myself and hockey should jump on board and return some service. with little younger blood then myself won citizen of year 2018. so just want to give back. to our great town.

Knowledge catering / functions
 School canteens vol and Manager St Motts school
 School canteen Highschool vol.
 worked kitchen hand Ngn Hostel, GP Williams work.
 Ngn Golf Club catering manager Ugs hockey Canteen / catering
 Many many years

Experience I have been a part of the helping Australia Day Committee over the last 2 years and have been able to have some changing input. for the last 2 Australia Day Breakfasts

Skills Many years of volunteering for different school, sports clubs and helping out catering for functions with different people so have a little catering skills + knowledge.

OFFICE USE

Synergy Record #	ICR1916488	Records Officer's Signature	
File Location	26.4.3	Executive Manager Signature	
Council resolution			

7:51 pm – Cr Ward declared a proximity interest in the following item and left the meeting.

10.1.3 SHIRE OF CUBALLING – REQUEST TO DEPOSIT WASTE AT NARROGIN WASTE MANAGEMENT FACILITY

File Reference	31.3.5
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure
Applicant	Shire of Cuballing
Previous Item Numbers	Nil
Date	18 March 2019
Author	Rob Powell – Acting Executive Manage Development and Regulatory Services
Authorising Officer	Dale Stewart, Chief Executive Officer
Attachments	1. Letter from Gary Sherry, Chief Executive Officer, Shire of Cuballing

Summary

Currently, the Shire of Cuballing deposit their kerbside and transfer station waste at the Narrogin Waste Management Facility (NWMF) under an informal agreement. This report is to formalise that arrangement.

Background

In 2016 the Shire of Cuballing approached the then Town of Narrogin, with a request to deposit their kerbside and transfer station waste at the NWMF. This informal arrangement commenced at the beginning of July 2016 and continues to this day.

The kerbside and transfer station waste from the Shire of Cuballing received at NWMF are:

Year	Kerbside Tonnes	Transfer Station Tonnes	Total Tonnes
2016/17	71.60	79.46	151.06
2017/18	76.57	173.80	250.37
2018/19 (Qtr. 1)	17.38	37.48	54.86

It is suggested that this arrangement be formalised with a contract expiring on 30 June 2024.

Comment

It is anticipated that the current life of the NWMF is 70 years based on existing tonnages and management techniques. During the 2017/18 financial year 4,852 tonnes were deposited at the NWMF with 976 tonnes recycled and 3,876 tonnes landfilled, including the 250 tonnes from Cuballing.

The NWMF is currently licenced to accept a combined total of 8,000 tonnes per year, including 500 tonnes of recyclables, with the balance of 7,500 tonnes to landfill.

Options available include:

1. Proceed with a Contract with the Shire of Cuballing; or
2. Maintain the current informal arrangement; or
3. Cancel the current arrangement.

Consultation

Consultation has occurred with:

Mr Dale Stewart – Chief Executive Officer

Mr Gary Sherry – Chief Executive Officer, Shire of Cuballing

Statutory Environment

Section 58, *Environmental Protection Act 1986* and *Schedule 1, Environmental Protection Regulations 1987* and the Shire of Narrogin's Narrogin Waste Management Facility Licence Number L7087/1997/13.

Policy Implications

Nil

Financial Implications

The Shire of Cuballing is currently charged \$79 per tonne, inclusive of GST, which equates to \$71.81 excluding GST.

If approved, it is suggested that any net revenue, after expenses, be placed in the landfill Reserve.

In the current financial year, \$270,000 has been budgeted for the operation of the landfill site. Based on the previous years' known tonnages of waste, the current cost of disposal is \$69.99 per tonne.

To establish a new equitable facility the estimated cost is in the order of \$3.5 million including: land; lined landfill; meeting the environmental conditions of the licence; and post closure. If, conversely, the Shire was seeking to develop a regional waste facility, this cost would be significantly greater.

With an estimated life of 70 years and current annual tonnage of 4,376 (3,876 Narrogin & Cuballing), approximately \$50,000 per year should be placed in Reserve. This is based on the current and proposed tonnages to landfill. Approximately \$11.43 per tonne would be required to be put into Reserve to cover the future set up costs. This does not take into account the estimated additional 500 tonnes from the Shire of Williams' waste as referenced in the subsequent item.

It is proposed that the waste be accepted at the current adopted fee of \$79.00 per tonne, as amended each year, and that if a higher fee applies to a particular waste type, then the higher fee will apply. For example, currently general waste from outside the Shire is charged at \$79.00 per tonne, with asbestos waste charged at \$152.00 per cubic metre.

Indicatively, the rate per tonne from the Shire of Cuballing in the 2019/20 financial year needs to be closer to \$80.00 per tonne plus GST, based on current known costs.

Given the fact that the Shire currently has a tender out for management of the NWMF from July 2019 for the next three years (plus three year option), the Shire Administration will need to review the rate per tonne charges, with subsequent recommendation to Council if required.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	1. Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1 Growth in revenue opportunities
Strategy:	1.1.2 Promote Narrogin and the Region
Objective	3. Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.2 Effective waste services
Strategy:	3.2.1 Support the provision of waste services

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION

That, with respect to the informal agreement with the Shire of Cuballing for depositing waste at the Narrogin Waste Management Facility, Council authorise the Chief Executive Officer to enter into a contract until 30 June 2024, to accept kerbside and transfer station waste, at the Narrogin Waste Management Facility subject to:

1. The kerbside and transfer station waste from the Shire of Cuballing being accepted at a fee for waste from outside the Shire of Narrogin as determined each year and currently at \$79.00 per tonne including GST, unless a higher fee applies to that waste type.
2. The following waste types not being accepted:
 - a. Green waste;
 - b. Recyclables, unless sorted;
 - c. Tyres; and
 - d. Clinical/medical waste.

3. The net income being placed in the Reserve of the current Waste Management Facility.
4. A 12 month notification exit clause being able to be exercised by either party.
5. Any other matters the CEO considers relevant to the contract.

COUNCIL RESOLUTION 0319.006

Moved: Cr Walker

Seconded: Cr Seale

That, with respect to the informal agreement with the Shire of Cuballing for depositing waste at the Narrogin Waste Management Facility, Council authorise the Chief Executive Officer to enter into a contract until 30 June 2024, to accept kerbside and transfer station waste, at the Narrogin Waste Management Facility subject to:

1. The kerbside and transfer station waste from the Shire of Cuballing being accepted at a fee for waste from outside the Shire of Narrogin as determined each year and currently at \$79.00 per tonne including GST, unless a higher fee applies to that waste type.
2. The following waste types not being accepted:
 - a. Green waste;
 - b. Recyclables, unless sorted;
 - c. Tyres; and
 - d. Clinical/medical waste.
3. The net income being placed in the Reserve of the current Waste Management Facility.
4. A 12 month notification exit clause being able to be exercised by either party.

CARRIED 8/0

Reason for Change: Item 5 was removed from the Officer's recommendation as it was considered too open ended and not required.



Our Ref: ADM209
Your Ref:

Mr A Cook
Chief Executive Officer
Town of Narrogin
PO Box 188
NARROGIN WA 6312

Dear Aaron,

SHIRE OF CUBALLING WASTE ISSUES

At the Great Southern Regional Waste Group (GSRWG) Meeting held on Thursday 11th February the transfer of regional waste to the Town of Narrogin's White Road site and the potential for member Councils to participate with the Town in their upcoming tender for kerbside waste collection was discussed. The Shire of Cuballing would like to discuss further with the town of Narrogin the possibility for the Shire of Cuballing to take up this offer sooner than the GSRWG may choose to act.

As background you would probably be aware the Shire of Cuballing is currently installing a waste transfer station at the Shire's Cuballing Waste Disposal Site. The construction of this station is being assisted by grant funding obtained by the GSRWG. The transfer station will be constructed in the centre of the Cuballing Waste Disposal Site and will impact on the safe use of this site by the public. Therefore the Shire of Cuballing intends to cease the operation of the Cuballing Waste Disposal Site when the transfer station construction is complete.

With the closure of the Cuballing Waste Disposal Site, the most logical site for transfer of the waste the waste collected at the Cuballing Transfer Station is the Town of Narrogin's White Road site. Waste would most likely be transported the 15 kilometres weekly, in a sealed waste collection truck, via Springhill and Wandering Narrogin Roads. The Shire of Cuballing would expect to pay the Town of Narrogin for access.

At this time the amount of waste that we expect to be transferred from the Cuballing Waste Transfer Station to be in the region of 200 tonnes per annum. Currently estimates completed by Bowman & Associates for the GSRWG have estimated the total waste creation of the Shire of Cuballing at 300 tonnes per annum for the entire Shire. I expect that Cuballing Transfer Station would collect about 66% of this amount or 200 tonne per annum.

The Shire of Cuballing is looking to introduce kerbside waste and recycling collections in our Cuballing and Popanyinning town sites next financial year and would like to discuss options and possibilities with the Town of Narrogin for a joint purchase services. While I would expect that joint purchase may provide the Town of Narrogin with some benefit through a marginally increased economy of scale additional economy of scale, it would definitely advantage the Shire of Cuballing. I also acknowledge some difference in the service requirements of our local governments and these may prove too difficult to overcome. At this time, we are still gathering information about our requirements, given that we have never had a kerbside collection service.

All communications to be addressed to: Chief Executive Officer, PO Box 13, CUBALLING WA 6311

OFFICE HOURS: Monday to Friday 8.30am to 4.30pm

Ph: 08 9883 6031, Fax: 08 9883 6174, Email: enquiries@cuballing.wa.gov.au

With the introduction of a kerbside waste collection service the Shire of Cuballing would then again approach the Town of Narrogin to transfer waste collected by this service from the towns of Popanyinning and Cuballing to the Town of Narrogin's White Road disposal site. Such a transfer, in a compactor collection truck would be the easiest way to handle the waste collected. This service is expected to collect an additional 50 tonne per annum of waste from Popanyinning to be transferred to the White Road disposal site.

In summary the Shire of Cuballing would like to commence the transfer of waste envisaged by the GSRWG to the Town of Narrogin's White Road disposal site sooner than other GSRWG Councils. This transfer arises because of the shift of the Shire of Cuballing to waste transfer stations and kerbside waste collection. I would like to meet with you or an appropriate staff member to further discuss this matter.

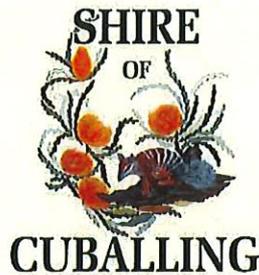
Yours faithfully

A handwritten signature in black ink, appearing to read 'GAR', written over a faint, illegible stamp or background.

Gary Sherry

CHIEF EXECUTIVE OFFICER

3rd March 2016



Town of Narrogin RECEIVED	
Directed to	CEO / Azhar.
Ref No.	0 9 MAR 2016
Property File	1CR167554
Subject File	31.3.3
C-Point No.	

Our Ref: ADM209
Your Ref:

Mr A Cook
Chief Executive Officer
Town of Narrogin
PO Box 188
NARROGIN WA 6312

Aaron Confirmed agreement with Shire of Cuballing for disposal of S.O.N landfill site at a rate of \$75-00 per tonne plus GST

Dear Aaron,

SHIRE OF CUBALLING WASTE ISSUES

At the Great Southern Regional Waste Group (GSRWG) Meeting held on Thursday 11th February the transfer of regional waste to the Town of Narrogin's White Road site and the potential for member Councils to participate with the Town in their upcoming tender for kerbside waste collection was discussed. The Shire of Cuballing would like to discuss further with the town of Narrogin the possibility for the Shire of Cuballing to take up this offer sooner than the GSRWG may choose to act.

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The Shire of Cuballing is looking to introduce kerbside waste and recycling collections in our Cuballing and Popanyinning town sites next financial year and would like to discuss options and possibilities with the Town of Narrogin for a joint purchase services. While I would expect that joint purchase may provide the Town of Narrogin with some benefit through a marginally increased economy of scale additional economy of scale, it would definitely advantage the Shire of Cuballing. I also acknowledge some difference in the service requirements of our local governments and these may prove too difficult to overcome. At this time, we are still gathering information about our requirements, given that we have never had a kerbside collection service.

*\$70 Per tonne
\$75 Plus GST*

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OFFICE HOURS: Monday to Friday 8.30am to 4.30pm
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In summary the Shire of Cuballing would like to commence the transfer of waste envisaged by the GSRWG to the Town of Narrogin's White Road disposal site sooner than other GSRWG Councils. This transfer arises because of the shift of the Shire of Cuballing to waste transfer stations and kerbside waste collection. I would like to meet with you or an appropriate staff member to further discuss this matter.

Yours faithfully



Gary Sherry
CHIEF EXECUTIVE OFFICER

3rd March 2016

10.1.4 SHIRE OF WILLIAMS – REQUEST TO DEPOSIT WASTE AT NARROGIN WASTE MANAGEMENT FACILITY

File Reference	31.3.5
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure
Applicant	Geoff McKeown – Chief Executive Officer, Shire of Williams
Previous Item Numbers	Nil
Date	18 March 2019
Author	Rob Powell – Acting Executive Manager Development & Regulatory Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Letter from Geoff McKeown, Chief Executive Officer, Shire of Williams

Summary

The Shire of Williams is seeking to deposit waste from the Williams town site, at suitable sites including the Narrogin Waste Management Facility (NWMF), on an ongoing basis through a Memorandum of Understanding, or contract, following a recent fire at their waste management facility.

Background

In late December 2018, a fire occurred at the Shire of Williams Waste Management Facility. The Shire extinguished the fire, however this resulted in about 5 years of refuse waste space being filled with soil.

Consequently, the available landfill area is limited and the Shire of Williams is now considering alternative options, earlier than anticipated. These options include transporting their waste to existing waste facilities in the region, including Narrogin. There is also a waste facility at North Bannister, operated by Suez, however the travel distance is about 70 km compared to Narrogin, which is about 30 km.

At present, the kerbside waste collection in the Williams town site occurs on a Tuesday. There are no plans, at this stage, for waste from other towns within the Shire of Williams to be transferred to Narrogin.

The arrangement would initially be for the kerbside waste to be transported to Narrogin on a weekly basis. The Shire of Williams is considering placing a transfer station at their waste management facility, with that waste to be transported to Narrogin at a later date. A kerbside recycling collection service is also being considered.

It has been advised that approximately 4.76 tonnes of waste per week, about 250 tonnes per annum is collected by kerbside collection with a similar amount anticipated from the proposed transfer station, when operational. This would make the combined estimate from both sources about 500 tonnes per year.

Comment

It is anticipated that the current life of the NWMF is 70 years based on existing tonnages. During the 2017/18 financial year 4,852 tonnes were deposited at the NWMF with 976 tonnes of recyclables and the balance of 3,876 tonnes landfill, including an estimated 250 tonnes from Cuballing. The waste from the Shire of Williams is estimated at 500 tonnes per annum, when combined with the Shire of Cuballing's current 250 tonnes per annum, this would equate to about 14.4 percent of the waste currently being landfilled at Narrogin.

The additional tonnage from the Shire of Williams when added to the 2017/18 financial year return of 3,876 plus 500 (estimated) would equate to a total tonnage of 4,374. This estimated tonnage is below the maximum allowable tonnage under the current waste licence of 7,500 tonnes.

The additional waste would have an impact on the current life expectancy of the facility, however the impact is not expected to be significant.

The NWMF is currently licenced to accept a combined total of 8,000 tonnes per year, including 500 tonnes of recyclables, with the balance of 7,500 tonnes to landfill.

The current fee for this waste is \$79.00 per tonne, inclusive of GST, which equates to \$71.81 excluding GST.

The options available are:

1. Do nothing and let the Shire of Williams find an alternate site for their waste;
2. Offer to take the Shire of Williams waste at a fee as set each year.

All waste transported to Narrogin would require a weighbridge docket, for accuracy.

Consultation

The EMDRS, Azhar Awang and Senior Environmental Health Officer, Rob Powell met with Seonaid Leslie, Waste Management Officer, Shire of Williams on Thursday 7 March 2019 to discuss this matter.

Statutory Environment

Environmental Protection Act 1986 and Schedule 1, Environmental Protection Regulations 1987 and the Shire of Narrogin's Narrogin Waste Management Facility Licence Number L7087/1997/13, issued under section 58 of the EP Act.

Policy Implications

Nil

Financial Implications

The Shire of Williams would currently be charged \$79 per tonne, however this would be subject to review as part of the news fees and charges in the 2019/20 Budget.

If approved it is suggested that any net revenue, after expenses, be placed in the landfill Reserve.

In the current financial year, \$270,000 has been budgeted for the operation of the landfill site. Based on the previous years' known tonnages of waste, the current cost of disposal is \$69.99 per tonne.

To establish a new equivalent facility, the estimated cost is in the order of \$3.5 million including land, lined landfill and meeting the environmental conditions of the licence and post closure costs.

With an estimated life of 70 years and current annual tonnage of 4,376 (3,876 Narrogin & Cuballing plus 500 estimated from Williams), approximately \$50,000 per year needs to be placed into Reserves. With the current and proposed tonnages to landfill, \$11.43 per tonne would be required to be put into Reserves to cover the future set up costs.

It is proposed that the waste be accepted either:

- at the current fee of \$79.00 per tonne, as amended each year and that if a higher fee applies to a particular waste type then the higher fee to apply. Eg. Currently general waste from outside the Shire is charged at \$79.00 per tonne, with asbestos waste charged at \$152.00 per cubic metre; or
- at a new fee reflecting the desire to retain \$11.43 per tonne for future waste activities.

In conclusion, the Administration has recommended the existing adopted fee in the 2018/19 Budget until 30 June 2019 as it could appear unfair to treat the Shire of Williams different to the Shire of Cuballing.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	1. Economic Objective (Support growth and progress, locally and regionally)
Outcome:	1.1 Growth in revenue opportunities
Strategy:	1.1.2 Promote Narrogin and the Region
Objective	3. Environment Objective (Conserve, protect and enhance our natural and built environment)
Outcome:	3.2 Effective waste services
Strategy:	3.2.1 Support the provision of waste services

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION

That, with respect to the request from the Shire of Williams to potentially deposit waste at the Narrogin Waste Management Facility, Council authorise the Chief Executive Officer to negotiate a contract until 30 June 2024, to accept kerbside and transfer station waste, at the Narrogin Waste Management Facility subject to:

1. The kerbside and transfer station waste from the Shire of Williams being accepted at a fee for waste from outside the Shire of Narrogin as determined each year and currently at \$79.00 per tonne including GST, unless a higher fee applies to that waste type.
2. The following waste types not being accepted:
 - a. Green waste;
 - b. Recyclables, unless sorted;
 - c. Tyres; and
 - d. Clinical/medical waste.
3. The net income being placed in the Reserve of the current Waste Management Facility.
4. A 12 month notification exit clause being able to be exercised by either party.
5. Any other matters the CEO considers relevant to the contract.

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0319.007

Moved: Cr Fisher

Seconded: Cr Seale

That, with respect to the request from the Shire of Williams to potentially deposit waste at the Narrogin Waste Management Facility, Council authorise the Chief Executive Officer to negotiate a contract until 30 June 2024, to accept kerbside and transfer station waste, at the Narrogin Waste Management Facility subject to:

1. The kerbside and transfer station waste from the Shire of Williams being accepted at a fee for waste from outside the Shire of Narrogin as determined each year and currently at \$79.00 per tonne including GST, unless a higher fee applies to that waste type.
2. The following waste types not being accepted:
 - a. Green waste;
 - b. Recyclables, unless sorted;
 - c. Tyres; and
 - d. Clinical/medical waste.
3. The net income being placed in the Reserve of the current Waste Management Facility.

4. A 12 month notification exit clause being able to be exercised by either party.

CARRIED 8/0

Reason for Change: Item 5 was removed from the Officer's recommendation as it was considered too open ended and not required.

8.10 pm – Cr Ward returned to the meeting.



SHIRE OF WILLIAMS

BROOKING STREET, WILLIAMS, WESTERN AUSTRALIA.

OFFICE HOURS: MONDAY TO FRIDAY: 8.30 a.m. to 5.00 p.m.

TELEPHONE (08) 9885 1005 FACSIMILE (08) 9885 1020 EMAIL shire@williams.wa.gov.au

All communications to be addressed to the Chief Executive Officer, P.O. Box 96, Williams, W.A. 6391.

Your Ref:

Our Ref: 10.10.30

Mr Dale Stewart
Chief Executive Officer
Shire of Narrogin
89 Earl Street
NARROGIN WA 6312

07 March 2019

Dear Dale,

RE: Regional Waste Site – Shire of Narrogin Enquiry

The Shire of Williams would like to formally enquire about resource sharing with the Shire of Narrogin. The Shire of Williams wishes to dispose of its municipal waste at an alternative landfill from the earliest date possible.

In late December 2018 the Shire of Williams contained a landfill fire. Great care was taken to extinguish the fire and as a result a large volume of airspace was lost to a thick layer of soil. The Shire was already planning the closure of its registered rural landfill, but this event placed an urgency on finding a permanent alternative site.

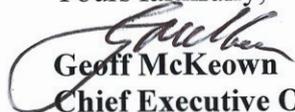
The Shire of Williams has existing infrastructure at its landfill to become a transfer station but volumes and frequencies of disposals can only be guessed. The Shire proposes that initially only kerbside municipal waste be disposed of at the alternative landfill, and at a later date municipal waste from the transfer station be brought across.

The Shire of Williams is currently serviced by Avon Waste, who collect the townsiters' kerbside municipal waste. Approximately 4.76 tonnes a week is disposed of at the Shire's landfill, with a compaction rate of 0.3 tonnes per m³. The annual expected volume from kerbside collections is approximately 832m³. From visual estimates it is assumed that a similar volume of waste will be generated by the future transfer station.

The Shire of Williams aims to enter into a contract or Memorandum of Understanding with an alternative landfill to finalise waste disposal gate fees, dates and times of disposals and any other particulars. The Shire hopes to work collaboratively to achieve regional long-term waste management solutions.

If you would like to discuss this further please contact me on 98851005 or via email at ceo@williams.wa.gov.au

Yours faithfully,


Geoff McKeown
Chief Executive Officer

10.2 TECHNICAL AND RURAL SERVICES

The Chief Executive Officer brought to the attention of the meeting that six elected members had declared a proximity interest in the next item and therefore the meeting would be counted out without a quorum, if they were to leave the room and the remaining Elected Members were to consider the item.

The Chief Executive Officer suggested that the Council would need to seek an exemption from the Minister for Local Government, Heritage, Culture and the Arts in order to consider the matter at the next ordinary meeting of the Council.

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0319.008

Moved: Cr Seale Seconded: Cr Wiese

That with respect to agenda item 10.2.1, whereby six elected members declared an interest in the matter of the Proposed Ten Year Road Program 2019-2029, the CEO seek approval from the Minister for Local Government, Heritage, Culture and the Arts to allow elected members to participate in discussing the item at the next council meeting with a quorum.

CARRIED 9/0

10.2.1 PROPOSED TEN YEAR ROAD PROGRAM 2019-2029

File Reference	28.4.4
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	28 June 2017 – Proposed Five Year Road Program 2017-2022 Resolution 0617.074
Date	19 March 2019
Author	Torre Evans – Executive Manager Technical & Rural Services
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments	1. Proposed Ten Year Road Program 2019-2029

Summary

Council is requested to consider endorsing the proposed Ten Year Road Program 2019-2029 as presented at Attachment 1. The proposed program is a planned direction for the preservation of the Shire of Narrogin's road network asset including sealed and unsealed roads. The program further enables the Shire's budgeting process to continue into the future including the Shire's Long Term Financial Plan and Annual Budgeting.

Background

In 2016, an engineering consultancy company, TALIS, was engaged to evaluate the Shire of Narrogin's road network in its entirety inclusive of sealed and unsealed roads. The study involved evaluating the condition of all the roads and arranging them into a conditional hierarchy with roads in poor condition being rated towards the front of the list and other roads in a more acceptable condition behind these.

The presented proposed Ten Year Road Program takes into account the TALIS report however, in addition, it also takes into account the local knowledge of the Manager Operations (MO) who has inspected the roads and reviewed the TALIS recommendations. Further to this, data from road counters is being collected to determine traffic volumes and types of traffic i.e. heavy haulage or light vehicles. This data provides valuable information on road usage and why roads may or may not be deteriorating.

Comment

The proposed Ten Year Road Program shows the following categories:

- RTR – Roads to Recovery – Federal grant funds
- RRG – Regional Road Group – State grant funds
- Municipal (Muni) – Own source expenditure – Council funds
- Muni – Road Improvements – Council funds (New)

RRG funding

This is based on a one third – two thirds arrangement whereby Council must contribute one third of the cost of the nominated road project. Nominated road projects can only be on roads registered in the 2035 RRG list whereby these roads must meet a criteria to be eligible for RRG grant funding. The Shire of Narrogin currently is entitled to amalgamation funding for five years with 2018/19 being year one. Amalgamating Councils receive a maximum allocation of 100% of the average allocations the combined councils received three years immediately prior to the amalgamation or 75% of the combined maximum allocation, whichever is the greatest, for a period of five years.

RTR funding

This is administered by the Federal Government and supports the maintenance of the nation's local road infrastructure asset, which facilitates greater access for Australians and improved safety, economic and social outcomes. Under the Roads to Recovery Program, direct funding to local councils is distributed according to a formula based on population and road length set by the Local Government Grants Commissions in each state and the Northern Territory. Each Council's Roads to Recovery allocation is fixed for the life of the Program.

Additional Road Improvement Projects

These are included in the Ten Year Road Program and will require additional Municipal funding. The Chief Executive Officer (CEO) asked the Executive Manager Technical & Rural Services (EMTRS) to draft a list of Road Improvement Projects that could be presented to the Road Reference Group for consideration.

The MO and the EMTRS considered a number of road improvement categories i.e. sealing of gravel roads, seal extensions to gravel roads, widening of roads, reducing curves and blind spots, realigning cambers, major drainage upgrades etc.

Factors that were considered for selecting roads included:

- Traffic volumes;
- Commodity transport use;
- Maintenance costs – gravel vs seal;
- Quality of trafficable road surface; and
- Road safety.

As a result of this analysis, the following roads have been suggested to be included in the Additional Road Improvement Projects:

- Dongolocking Road – seal the remaining 3 kms of unsealed gravel road. This road is also used for the transport of commodity and in sealing the remaining gravel section would reduce maintenance costs into the future and provide a superior trafficable road surface. Estimated cost \$315,421.
- Quigley Street – is a gravel road within the Narrogin Town site. There are residential dwellings on Quigley Street as well as a bus depot. Seal Quigley Street to suppress dust and provide a superior trafficable road surface. Estimated cost \$27,306.
- Chipper Street – half sealed residential street. Complete sealing to provide a superior trafficable road surface. Estimated cost \$34,426.
- Leake Street – unsealed CBD Street. Seal to provide a superior trafficable road surface. Estimated cost \$21,358.
- Moss Street – unsealed gravel residential street. Seal for dust suppression and provide a superior trafficable road surface. Estimated cost \$85,562.
- Earl Street South – unsealed street connecting to Moss Street. Seal for dust suppression and provide a superior trafficable road surface. Estimated cost \$29,201.
- Narrogin Valley Road – Repeated requests from residents on this road for sealing of the gravel section to continue. Seal a further 3.5kms to connect to Simmons Road for connectivity to Great Southern High Way and provide a superior trafficable road surface. Estimated cost \$367,419.
- Whinbin Rock Road – This road is used extensively by trucks for the transport of commodity to Narrogin. Sealing the remaining 13 kms of unsealed gravel road would reduce maintenance costs into the future and provide a superior trafficable road surface. Estimated cost \$1,304,355.

It should be noted, that with respect to Whinbin Rock Road, should the current proposal for a development application, immediately north of Highbury proceed to development, the Council will need to review the relative priority and level of this investment required.

Road Reference Group Meeting

A proposed draft Ten Year Road Program 2019-2029 was presented to the Road Reference Group for consideration and discussion at a meeting on 12 March 2019. The draft Ten Year Road Program presented to the Road Group initially did not include the Additional Road Improvement Projects as this was presented separately for the Group to discuss the new concept and proposed funding or if the project was to be funded at all. The Group supported the concept of Additional Road Improvement Projects and recommended that the locations put forward (above) be included in the proposed Ten Year Road Program 2019-29 with additional Municipal (Council) funding being made available to fund the projects over ten years and for the amended draft Road Program to be presented back to the Group at the next Road Reference Group meeting.

The Road Reference Group also commented that they would like additional annual Municipal funds to be added to the Road Program from 2019 (\$218,505) to fund the Additional Road Improvement

Projects. The Group also commented that they did not want road funding to be reduced as it would from 2023-24, where the Shire's Regional Road Group Amalgamated Grant Funding reverts back to single Council grant funding. The Group recommended from 2023-24 that on top of the \$218,505 a further \$85,000 for a total of \$303,505, be added annually until 2029 to cover the short fall from the reduced RRG Municipal contribution.

Another Road Reference Group meeting was held the next evening 13 March and the revised Ten Year Road Program inclusive of the Additional Road Improvement Projects was presented to the Road Reference Group and supported by the Group with the Group recommending the EMTRS present the Ten Year Program to Council for consideration.

Gravel Road Re-sheeting

Due to the changing nature of gravel roads compared to a sealed road, the existing allocation of \$400,000 annually, rather than nominating a particular gravel road, is preferred. At a cost of around \$30,000 per kilometre to form up and re-sheet a gravel road, this equates to approximately 13kms per annum which is conducive of the already adopted Five-Year Road Program 2017-22. There are also other variables to consider here e.g. distance to transport gravel, vegetation and drainage requirements. Gravel roads put forward annually are roads considered high priority for that financial year.

Sealed Road Defect Stabilisation

The current adopted Five Year Road Program also identifies the need to conduct pavement stabilisation works throughout the sealed road network. An existing allocation of \$100,000 per annum has been adopted (since 2017) and has been continued into the Ten Year Road Program to rectify any such sealed pavement defects that present. Due to the unpredictable nature of pavement failures, works are identified on an annual basis and are prioritised in the same way as gravel road re-sheeting works.

Budgeting

The proposed Ten Year Road Program forms the basis for the Shire's road asset budgeting process into the future inclusive of the Long Term Financial Plan.

It is important to note that the proposed Ten Year Road Program is a plan based on current road conditions and can be reviewed and revised annually to take into account changing road conditions due to traffic movement, community needs, environmental factors such as extreme weather events and financial availability or restraints.

Options

Council has the option to adopt the presented Ten Year Road Program inclusive of Road Improvement Projects as is or alternatively Council may wish to fund the Road Improvement Projects listed by annually transferring funds to the Road Construction Reserve Account with a set annual figure of \$220,000 (or other as determined by Council) or instead only transfer surplus funds that are available at the end of a financial year.

Consultation

Consultation for the Ten Year Road Program was conducted with:

- The Road Reference Group
- The Chief Executive Officer

- Executive Manager Corporate & Community Services
- Manager Operations

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

The proposed Ten Year Road Capital Works Program 2019 – 2029 will need to be considered in the context of the Shire of Narrogin’s Long Term Financial Plan and Annual budgeting process.

Page one of the attachment summarises the financial implications for the Ten Year Road Program.

The desire of the Road Reference Group to seek an additional annual municipal (predominantly from rates) allocation to roads of \$218,505 is admirable, however, this request will need to be considered in the light of all the Community’s and Council’s request and requirements to deliver a balanced budget within a tight fiscal environment.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Outcome:	1.3 An effective well maintained transport network
Strategy:	1.3.1 Maintain and improve road network in line with resource capacity
Outcome:	3.4 A well maintained built environment
Strategy:	3.4.1 Improve and maintain built environment

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION

That, with respect to proposed Ten Year Road Program 2019-2029, Council adopt the proposed Ten Year Road Program 2019 – 2029 as presented at Attachment 1 for the purpose of the Shire’s Road Network Asset preservation commitment and it be considered in the Long Term Financial Plan and Annual Budgeting.

This item was not dealt with due to Resolution 0319.008

TEN YEAR CAPITAL WORKS ROAD PROGRAM SUMMARY											
	2018/19	2019/20	2020/21	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	28/29
R2R Grant Funding	262,175	303,297	301,318	301,143	303,643	301,003	294,943	296,233	299,443	317,223	291,223
RRG Grant Funding	524,806	525,000	525,000	525,000	525,000	355,000	355,000	355,000	355,000	355,000	355,000
Municipal Funded Works	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Municipal Contribution RRG	262,500	262,500	262,500	262,500	262,500	177,500	177,500	177,500	177,500	177,500	177,500
Road Improvement Project	-	218,505	218,505	218,505	218,505	303,505	303,505	303,505	303,505	303,505	303,505
Total municipal funds	762,500	981,005	981,005	981,005	981,005	981,005	981,005	981,005	981,005	981,005	981,005
Total expenditure	1,549,481	1,809,302	1,807,323	1,807,148	1,809,648	1,637,008	1,630,948	1,632,238	1,635,448	1,653,228	1,627,228

Shire of Narrogin Proposed Ten Year Road Program 20/21

Roads to Recovery Funded Re-Seals

	Start	Finish	Cost
Bannister Street	0.00	0.95	\$ 27,265.00
Bunbury Street	0.00	0.23	\$ 6,200.00
Congelin Narrogin Road	0.00	11.08	\$ 28,000.00
Francis Street	0.00	0.32	\$ 9,000.00
Grainger Street	0.00	0.40	\$ 10,100.00
Gregory Street	0.00	0.18	\$ 4,400.00
Hansard Street	0.00	0.17	\$ 3,200.00
Homer Street	0.00	0.44	\$ 9,000.00
Hughes Street	0.00	0.15	\$ 5,000.00
Kealley Street	0.00	0.27	\$ 4,350.00
Narrogin Harrismith Road	0.00	34.14	\$ 41,201.65
Nomans Lake Siding Road	0.00	6.12	\$ 60,000.00
Olden Street	0.00	0.15	\$ 3,400.00
Parry Court	0.00	0.15	\$ 3,630.00
Scott Street	0.00	0.20	\$ 5,250.00
Reids Road	0.00	3.99	\$ 45,000.00
Tarwonga Road	0.00	27.15	\$ 33,021.19
Yale Place	0.00	0.10	\$ 3,300.00

Total R2R	\$ 301,317.84
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Regional Road Group Funded Projects

Stabilise failures and extend seal south on Wagin Wickepin Road	\$ 525,000.00
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Total RRG	\$ 525,000.00
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Municipal Funded Works

Annual Gravel Re- Sheeting	\$ 400,000.00
Annual Pavement Stabilising	\$ 100,000.00
Regional Road Group Contribution	\$ 262,500.00
Road Improvement Program	\$ 218,504.80

Total Muni	\$ 981,004.80
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Grand Total 19/20	\$ 1,807,322.64
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Shire of Narrogin Proposed Ten Year Road Program 21/22

Roads to Recovery Funded Re-Seals

	Start	Finish	Cost
Congelin Narrogin Road	0.00	11.08	\$ 28,000.00
Tarwonga Road	0.00	27.15	\$ 33,021.19
Narrogin Harrismith Road	0.00	35.14	\$ 41,201.65
Nomans Lake Siding Road	0.00	6.12	\$ 60,000.00
Florence Avenue	0.00	0.18	\$ 3,910.00
Goldsmith Street	0.00	0.12	\$ 3,235.00
Lavater Street	0.00	2.44	\$ 55,500.00
Reids Road	0.00	3.99	\$ 45,000.00
Sagar Street	0.00	0.16	\$ 3,865.00
Scadden Street	0.11	0.84	\$ 19,675.00
Tuhoy Street	0.00	0.10	\$ 2,170.00
Wald Street	0.00	0.09	\$ 3,000.00
William Kennedy Way	0.00	0.12	\$ 2,565.00

Total R2R	\$ 301,142.84
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Regional Road Group Funded Projects

Stabilise and upgrade intersection of Reid Road/Narrogin Harrismith Road	\$ 60,000.00
Extend Seal south on Wagin Wickepin Road	\$ 398,333.33
Stabilise Wilson Hill on Narrogin Harrismith Road	\$ 66,666.67

Total RRG	\$ 525,000.00
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Municipal Funded Works

Annual Gravel Re- Sheeting	\$ 400,000.00
Annual Pavement Stabilising	\$ 100,000.00
Regional Road Group Contribution	\$ 262,500.00
Road Improvement Program	\$ 218,504.80

Total Muni	\$ 981,004.80
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Grand Total 19/20	\$ 1,807,147.64
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Shire of Narrogin Proposed Ten Year Road Program 22/23

Roads to Recovery Funded Re-Seals

	Start	Finish	Cost
Congelin Narrogin Road	0.00	11.08	\$ 28,000.00
Tarwonga Road	0.00	27.15	\$ 33,021.19
Narrogin Harrismith Road	0.00	35.14	\$ 41,201.65
Highbury West Road	0.00	12.00	\$ 40,000.00
Jersey Street	0.00	0.58	\$ 10,000.00
McCormick Way	0.00	0.18	\$ 5,355.00
McKenzie Rd (Cooraminning)	1.89	4.56	\$ 75,000.00
Newman Street	0.00	0.15	\$ 3,780.00
Pitt Street	0.00	0.15	\$ 4,200.00
Range Road	0.00	1.29	\$ 32,500.00
Rowely Street	0.00	0.14	\$ 4,215.00
Smith Street	0.00	0.22	\$ 4,100.00
Stewart Place	0.00	0.15	\$ 4,000.00
Tanner Street	0.00	0.15	\$ 3,150.00
Wiese Rd (Town)	0.00	0.72	\$ 15,120.00

Total R2R	\$ 303,642.84
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Regional Road Group Funded Projects

Stabilise failures and re-seal Wanerie Road	\$ 213,333.33
Stabilise failures and re-seal Nomans Siding Road	\$ 311,666.67

Total RRG	\$ 525,000.00
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Municipal Funded Works

Annual Gravel Re- Sheeting	\$ 400,000.00
Annual Pavement Stabilising	\$ 100,000.00
Regional Road Group Contribution	\$ 262,500.00
Road Improvement Program	\$ 218,504.80

Total Muni	\$ 981,004.80
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Grand Total 19/20	\$ 1,809,647.64
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****Amalgamated Council RRG funding ends this year****

Shire of Narrogin Proposed Ten Year Road Program 23/24

Roads to Recovery Funded Re-Seals

	Start	Finish	Cost
Congelin Narrogin Road	0.00	11.08	\$ 28,000.00
Tarwonga Road	0.00	27.15	\$ 33,021.19
Narrogin Harrismith Road	0.00	35.14	\$ 41,201.65
Boothe Street	0.00	0.39	\$ 9,555.00
Callan Way	0.00	0.58	\$ 15,225.00
Fox Street	0.00	1.28	\$ 25,000.00
Narrakine Road (Town)	0.00	2.39	\$ 44,000.00
Narrakine South Road	1.03	6.62	\$ 60,000.00
Simmons Road	0.00	3.80	\$ 45,000.00

Total R2R	\$ 301,002.84
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Regional Road Group Funded Projects

Extend seal south on Wagin Wickepin Road	\$ 355,000.00
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Total RRG	\$ 355,000.00
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Municipal Funded Works

Annual Gravel Re- Sheeting	\$ 400,000.00
Annual Pavement Stabilising	\$ 100,000.00
Regional Road Group Contribution	\$ 177,500.00
Road Improvement Program	\$ 303,504.80

Total Muni	\$ 981,004.80
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Grand Total 19/20	\$ 1,637,007.64
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**** Single Council RRG funding starts this year****

Shire of Narrogin Proposed Ten Year Road Program 24/25

Roads to Recovery Funded Re-Seals

	Start	Finish	Cost
Congelin Narrogin Road	0.00	11.08	\$ 28,000.00
Tarwonga Road	0.00	27.15	\$ 33,021.19
Narrogin Harrismith Road	0.00	35.14	\$ 41,201.65
Lefroy Street	0.24	1.27	\$ 37,850.00
Lewis Street	0.00	0.21	\$ 4,410.00
Myers Place	0.00	0.39	\$ 5,460.00
Narrakine Road (Town)	0.00	2.39	\$ 40,000.00
Narrakine South Road	1.03	6.62	\$ 60,000.00
Simmons Road	0.00	3.80	\$ 45,000.00

Total R2R	\$ 294,942.84
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Regional Road Group Funded Projects

Stabilise failures and re-seal Tarwonga Road	\$ 177,500.00
Stabilise failures and re-seal Mokine Road	\$ 177,500.00

Total RRG	\$ 355,000.00
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Municipal Funded Works

Annual Gravel Re- Sheeting	\$ 400,000.00
Annual Pavement Stabilising	\$ 100,000.00
Regional Road Group Contribution	\$ 177,500.00
Road Improvement Program	\$ 303,504.80

Total Muni	\$ 981,004.80
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Grand Total 19/20	\$ 1,630,947.64
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Shire of Narrogin Proposed Ten Year Road Program 25/26

Roads to Recovery Funded Re-Seals

	Start	Finish	Cost
Congelin Narrogin Road	0.00	11.08	\$ 28,000.00
Tarwonga Road	0.00	27.15	\$ 33,021.19
Narrogin Harrismith Road	0.00	35.14	\$ 41,201.65
Dowsett Road	0.00	0.09	\$ 1,990.00
Ensign Street	0.00	1.56	\$ 50,800.00
Halo Street	0.00	0.10	\$ 2,520.00
Harbour Street	0.00	0.12	\$ 2,500.00
Harris Street	0.00	0.16	\$ 4,705.00
Hive Street	0.00	0.10	\$ 2,555.00
James Street	0.00	0.17	\$ 5,355.00
Lydeker Way	0.00	0.41	\$ 10,760.00
Nomans Siding Road	0.00	6.12	\$ 60,000.00
Odgers Road	0.00	0.34	\$ 3,000.00
Wagin Wickepin Road	0.00	8.40	\$ 49,825.00

Total R2R	\$ 296,232.84
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Regional Road Group Funded Projects

Stabilise failures and re-seal Congelin Road	\$ 177,500.00
Stabilise failures and re-seal Tarwonga Road	\$ 177,500.00

Total RRG	\$ 355,000.00
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Municipal Funded Works

Annual Gravel Re- Sheeting	\$ 400,000.00
Annual Pavement Stabilising	\$ 100,000.00
Regional Road Group Contribution	\$ 177,500.00
Road Improvement Program	\$ 303,504.80

Total Muni	\$ 981,004.80
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Grand Total 19/20	\$ 1,632,237.64
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Shire of Narrogin Proposed Ten Year Road Program 26/27

Roads to Recovery Funded Re-Seals

	Start	Finish	Cost
Congelin Narrogin Road	0.00	11.08	\$ 28,000.00
Tarwonga Road	0.00	27.15	\$ 33,021.19
Narrogin Harrismith Road	0.00	35.14	\$ 41,201.65
Boxsell Road	0.00	1.60	\$ 35,000.00
Chipper Street	0.00	0.26	\$ 5,460.00
Dongolocking Road	0.00	7.00	\$ 49,000.00
Elliot street	0.00	0.08	\$ 1,430.00
Exetor Street	0.00	0.09	\$ 2,205.00
Heath Street	0.00	0.31	\$ 12,910.00
Pethybridge Road	1.86	4.00	\$ 26,215.00
Wagin Wickopin Road	0.00	8.40	\$ 40,000.00
Whinbin Rock Road	0.00	11.00	\$ 25,000.00

Total R2R	\$ 299,442.84
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Regional Road Group Funded Projects

Stabilise failures and re-seal Clayton Road (Town)	\$ 288,333.33
Profile and asphalt Forrest Street	\$ 66,666.67

Total RRG	\$ 355,000.00
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Municipal Funded Works

Annual Gravel Re- Sheeting	\$ 400,000.00
Annual Pavement Stabilising	\$ 100,000.00
Regional Road Group Contribution	\$ 177,500.00
Road Improvement Program	\$ 303,504.80

Total Muni	\$ 981,004.80
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Grand Total 19/20	\$ 1,635,447.64
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Shire of Narrogin Proposed Ten Year Road Program 27/28

Roads to Recovery Funded Re-Seals

	Start	Finish	Cost
Congelin Narrogin Road	0.00	11.08	\$ 28,000.00
Tarwonga Road	0.00	27.15	\$ 33,021.19
Narrogin Harrismith Road	0.00	35.14	\$ 41,201.65
Dongolocking Road	0.00	7.00	\$ 49,000.00
Highbury West Road	0.00	12.00	\$ 40,000.00
Moyses Road	0.00	2.51	\$ 27,000.00
Narrogin Valley Road	0.00	4.00	\$ 50,000.00
Whinbin Rock Road	0.00	11.00	\$ 49,000.00

Total R2R	\$ 317,222.84
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Regional Road Group Funded Projects

Construct and seal McKenzie Road	\$ 355,000.00
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Total RRG	\$ 355,000.00
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Municipal Funded Works

Annual Gravel Re- Sheeting	\$ 400,000.00
Annual Pavement Stabilising	\$ 100,000.00
Regional Road Group Contribution	\$ 177,500.00
Road Improvement Program	\$ 303,504.80

Total Muni	\$ 981,004.80
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Grand Total 19/20	\$ 1,653,227.64
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Shire of Narrogin Proposed Ten Year Road Program 28/29

Roads to Recovery Funded Re-Seals

	Start	Finish	Cost
Congelin Narrogin Road	0.00	11.08	\$ 28,000.00
Tarwonga Road	0.00	27.15	\$ 33,021.19
Narrogin Harrismith Road	0.00	35.14	\$ 41,201.65
Dongolocking Road	0.00	7.00	\$ 49,000.00
Stewart Road	0.00	0.50	\$ 14,000.00
Moyses Road	0.00	2.51	\$ 27,000.00
Narrogin Valley Road	0.00	4.00	\$ 50,000.00
Whinbin Rock Road	0.00	11.00	\$ 49,000.00

Total R2R	\$ 291,222.84
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Regional Road Group Funded Projects

Stabilise failures and re- seal Narrogin Harrismith Road	\$ 177,500.00
Stabilise failures and re- seal Cooraminning Road	\$ 177,500.00

Total RRG	\$ 355,000.00
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Municipal Funded Works

Annual Gravel Re- Sheeting	\$ 400,000.00
Annual Pavement Stabilising	\$ 100,000.00
Regional Road Group Contribution	\$ 177,500.00
Road Improvement Program	\$ 303,504.80

Total Muni	\$ 981,004.80
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Grand Total 19/20	\$ 1,627,227.64
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SHIRE OF NARROGIN PROPOSED MUNICIPAL ROAD IMPROVEMENT PROJECTS

Road Name	SLK Start	SLK End	Length	Current Surface	Proposed Pavement Width	Proposed Carriageway Width	Estimated Cost	Year
Dongolocking Road	8.00	10.98	2980	Unsealed	10m	7m	\$315,421	2020-21
Moss Street	0.00	0.61	610	Unsealed	10m	7m	\$85,562	
Earl Street South	0.93	1.06	130	Unsealed	10m	7m	\$29,201	
Quigley Street	0.14	0.36	220	Unsealed	10m	7m	\$27,306	
Chipper Street	0.07	0.25	180	Unsealed	10m	7m	\$34,426	2021-22
Leake Street	0.23	0.32	90	Unsealed	10m	7m	\$21,358	
Narrogin Valley Road	4.93	8.42	3490	Unsealed	10m	7m	\$367,419	2022-23
Whinbin Rock Road	11.06	24.90	13840	Unsealed	10m	7m	\$1,304,355	2024-29
Total							\$2,185,048	

8.02 pm – Cr Ward returned to the meeting.

10.3 CORPORATE AND COMMUNITY SERVICES

10.3.1 SCHEDULE OF ACCOUNTS PAID – FEBRUARY 2019

File Reference	12.1.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	28/02/2019
Author	Agatha Prior – Finance Officer Accounts
Authorising Officer	Frank Ludovico – Executive Manager Corporate & Community Services
Attachments	1. Schedule of Accounts Paid – 28/02/2019 (separate cover).

Summary

Council is requested to note the payments as presented in the Schedule of Accounts Paid – February 2019.

Background

Pursuant to Local Government Act 1995, Section 6.8 (2)(b), where expenditure has been incurred by a local government, it is to be reported to the next Ordinary Meeting of Council.

Comment

The Schedule of Accounts Paid – February 2019 is presented to Council for notation. Below is a summary of activity.

February 2019 Payments		
Payment Type	\$	%
Cheque	435	0.03
EFT (incl Payroll)	1,361,465.10	94.10
Direct Debit	82,751.11	5.72
Credit Card	2,218.42	0.15
Trust	0	0.00
Total Payments	1,446,869.63	100

Local Spending	\$	%
Local Suppliers	142,097.56	9.82
Payroll	368,698.94	25.48
Total	510,796.50	35.30

The payment schedule has been provided to Elected Members separately and is not published on the Shire of Narrogin website owing to potential fraudulent activity that can arise from this practice.

Printed copies will be available on request at the Administration building and the Library.

Consultation

Manager Finance

Statutory Environment

Local Government Act 1995, Section 6.8 (2)(b)

Policy Implications

Nil

Financial Implications

All expenditure has been approved via adoption of the 2018/2019 Annual Budget, or resulting from a Council resolution for a budget amendment.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1 An efficient and effective organisation

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0319.009

Moved: Cr Fisher Seconded: Cr Seale

That, with respect to the Schedule of Accounts Paid for February 2019, Council note the Report as presented.

CARRIED 9/0

10.3.2 MONTHLY FINANCIAL REPORTS – FEBRUARY 2019

File Reference	12.8.1
Disclosure of Interest	Neither the Author nor Authorising Officer have any Impartiality, Financial or Proximity Interest that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	12 March 2019
Author	Nicole Bryant – Manager Finance
Authorising Officer	Frank Ludovico – Executive Manager Corporate & Community Services
Attachments	1. Monthly Financial Report for the period ended 28 February 2019.

Summary

In accordance with the Local Government Financial Management Regulations (1996), Regulation 34, the Shire is to prepare a monthly Statement of Financial Activity for notation by Council.

Background

Council is requested to review the February 2019 Monthly Financial Reports.

Comment

The February 2019 Monthly Financial Reports are presented for review.

Consultation

Executive Manager Corporate and Community Services.

Statutory Environment

Local Government (Financial Management) Regulations 1996, Regulation 34 applies.

Policy Implications

Nil

Financial Implications

All expenditure has been approved via adoption of the 2018/19 Annual Budget, or resulting from a Council Motion for a budget amendment.

Strategic Implications

Shire of Narrogin Strategic Community Plan 2017-2027	
Objective	4. Civic Leadership Objective (Continually enhance the Shire's organisational capacity to service the needs of a growing community)
Outcome:	4.1 An efficient and effective organisation

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION AND COUNCIL RESOLUTION 0319.010

Moved: Cr Ward Seconded: Cr Seale

That, with respect to the Monthly Financial Reports for February 2019, Council note the Reports as presented.

CARRIED 9/0

MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)
FOR THE PERIOD ENDED 28 FEBRUARY 2019



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LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 28 FEBRUARY 2019**

**MONTHLY SUMMARY
INFORMATION**

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 28 FEBRUARY 2019
Prepared by: Manager of Finance
Reviewed by: Executive Manager of Corporate & Community Svcs

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34 . Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All Funds through which the Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement.

SIGNIFICANT ACCOUNTING POLICIES

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

CRITICAL ACCOUNTING ESTIMATES

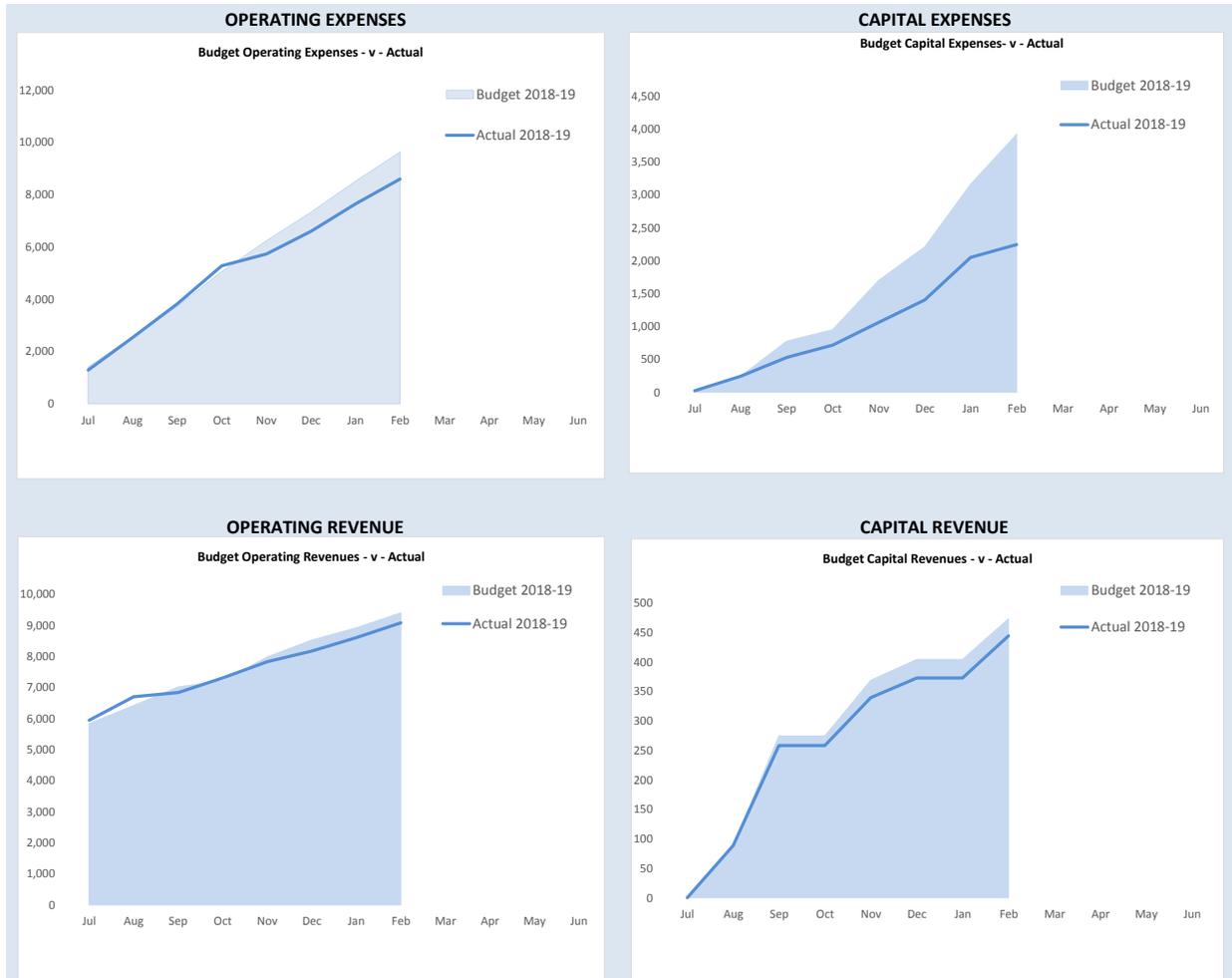
The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses. The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

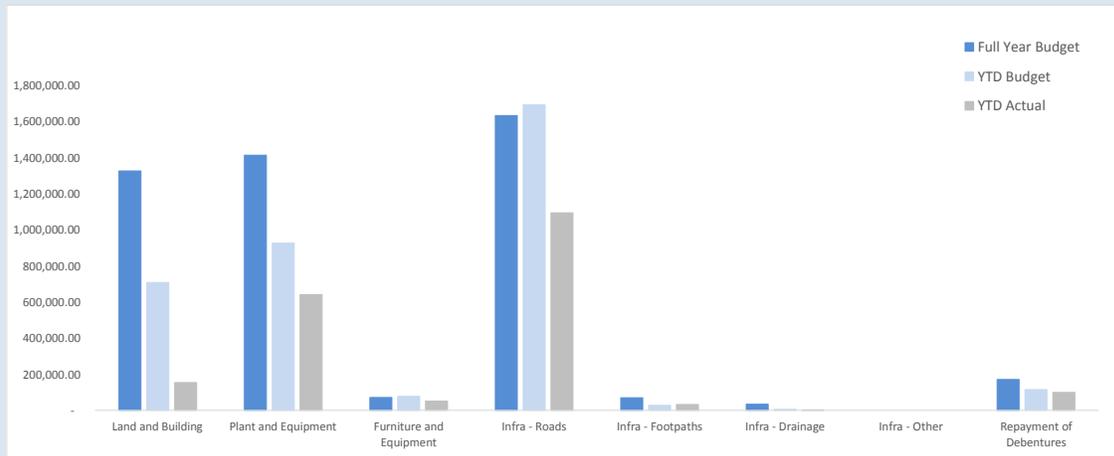
**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 28 FEBRUARY 2019**

**MONTHLY SUMMARY INFORMATION
GRAPHS**



* Budget profiles were not loaded by completion of this report. Budget totals are still to be finalised for Capital *

CAPITAL EXPENSES BY ACTIVITY



STATEMENT OF FINANCIAL ACTIVITY

STATUTORY REPORTING PROGRAMS

FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019

	Amended Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
	\$	\$	\$	\$	%	
Opening Funding Surplus(Deficit)	3,760,640	3,760,640	3,760,640	0	0%	
Revenue from operating activities						
Governance	5,100	64	3,500	3,436	98%	
General Purpose Funding - Rates	4,788,695	4,788,694	4,696,717	(91,977)	(2%)	
General Purpose Funding - Other	1,285,132	957,308	1,015,884	58,576	6%	
Law, Order and Public Safety	123,365	73,921	62,564	(11,357)	(18%)	
Health	26,500	18,656	42,607	23,951	56%	▲
Education and Welfare	1,528,109	1,028,219	1,036,330	8,111	1%	
Housing	8,240	5,488	5,498	10	0%	
Community Amenities	1,048,504	1,003,328	1,010,559	7,231	1%	
Recreation and Culture	130,839	88,864	174,979	86,115	49%	▲
Transport	971,445	590,902	315,742	(275,160)	(87%)	▼
Economic Services	266,539	177,656	181,464	3,808	2%	
Other Property and Services	83,126	(17,684)	89,323	107,007	120%	▲
	10,265,594	8,715,416	8,635,166	(80,250)	(1%)	
Expenditure from operating activities						
Governance	(668,618)	(469,915)	(400,306)	69,609	(17%)	
General Purpose Funding	(274,326)	(147,286)	(134,380)	12,906	(10%)	
Law, Order and Public Safety	(685,151)	(467,715)	(362,660)	105,055	(29%)	
Health	(272,082)	(185,270)	(158,566)	26,704	(17%)	
Education and Welfare	(1,796,366)	(1,209,970)	(956,022)	253,948	27%	▲
Housing	(30,491)	(21,570)	(18,368)	3,202	17%	
Community Amenities	(1,565,833)	(1,051,516)	(886,674)	164,842	19%	▲
Recreation and Culture	(3,443,058)	(2,331,261)	(2,003,813)	327,448	16%	▲
Transport	(4,870,906)	(3,244,882)	(3,120,603)	124,279	4%	
Economic Services	(706,439)	(464,610)	(430,558)	34,052	8%	
Other Property and Services	(36,908)	(16,680)	(121,144)	(104,464)	(86%)	▼
	(14,350,179)	(9,610,675)	(8,593,093)	1,017,582		
Operating activities excluded from budget						
Add back Depreciation	3,516,972	2,344,544	2,321,427	(23,117)	(1%)	
Adjust (Profit)/Loss on Asset Disposal	137,193	96,179	35,477	(60,702)	(171%)	▼
Adjust Employee Benefits Provision (Non-Current)	0	0	0	0		
Adjust Deferred Pensioner Rates (Non-Current)	0	0	0	0		
Movement in Leave Reserve (Added Back)	7,029	0	1,564	1,564	100%	
Adjust Rounding	0	0	0	0		
Amount attributable to operating activities	(423,391)	1,545,464	2,400,540	855,076		
Investing Activities						
Non-Operating Grants, Subsidies and Contributions	786,982	682,020	440,080	(241,940)	55%	
Purchase of Investments	0	0	0	0		
Land Held for Resale	0	0	0	0		
Land and Buildings	(1,609,202)	(707,267)	(152,990)	554,277	362%	▲
Plant and Equipment	(1,427,253)	(925,398)	(640,764)	284,634	44%	▲
Furniture and Equipment	(98,811)	(77,811)	(50,339)	27,472	55%	▲
Infrastructure Assets - Roads	(1,690,671)	(1,690,588)	(1,093,399)	597,189	55%	▲
Infrastructure Assets - Footpaths	(51,300)	(28,100)	(32,300)	(4,200)	(13%)	
Infrastructure Assets - Road Drainage	(33,589)	(6,392)	(2,194)	4,198	191%	
Infrastructure Assets - Other	(591,261)	(283,059)	(182,836)	100,223	55%	▲
Infrastructure Assets - Parks and Gardens	(14,000)	0	0	0		
Proceeds from Disposal of Assets	834,810	472,612	443,594	(29,017)	(7%)	
Proceeds from Sale of Investments	0	0	0	0		
Amount attributable to investing activities	(3,894,295)	(2,563,983)	(1,271,147)	1,292,836		
Financing Activities						
Proceeds from New Debentures	350,000	0	0	0		
Proceeds from Advances	0	0	0	0		
Repayment of Debentures	(129,976)	(86,632)	(72,363)	14,269	20%	
Self-Supporting Loan Principal	0	0	0	0		
Transfer from Reserves	1,273,480	0	0	0		
Advances to Community Groups	0	0	0	0		
Transfer to Reserves	(936,458)	(113,268)	(15,956)	97,312	610%	▲
Amount attributable to financing activities	557,046	(199,900)	(88,319)	111,581		
Net Capital	(3,337,249)	(2,763,883)	(1,359,466)	1,404,416		
Total Net Operating + Capital	(3,760,640)	(1,218,419)	1,041,074	2,259,493		
Closing Funding Surplus(Deficit)	0	2,542,221	4,801,714	2,259,493		

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**NET CURRENT ASSETS****FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019****SIGNIFICANT ACCOUNTING POLICIES****CURRENT AND NON-CURRENT CLASSIFICATION**

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

EMPLOYEE BENEFITS

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

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

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

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

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

PROVISIONS

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019

OPERATING ACTIVITIES
ADJUSTED NET CURRENT ASSETS

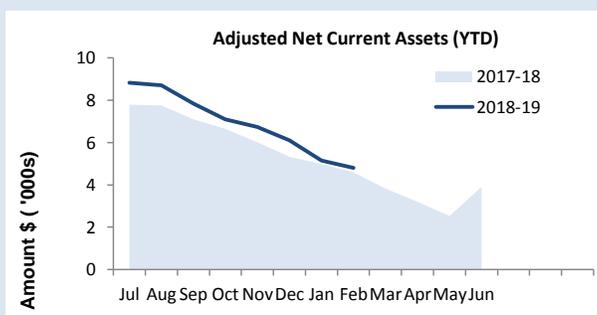
	Previous Period Actual	Year to Date Actual
	31 Jan 2019	28 Feb 2019
Adjusted Net Current Assets	\$	\$
Current Assets		
Cash Unrestricted	5,238,263	4,414,821
Cash Restricted (Reserves)	3,969,614	3,970,754
Receivables - Rates and Rubbish, ESL, Excess Rates	980,515	839,544
Receivables - Other	15,935	74,758
Inventories	25,589	25,589
	10,229,916	9,325,467
Less: Current Liabilities		
Payables	(909,834)	(344,861)
Loan Liability	(61,499)	(57,414)
Provisions	(596,311)	(596,311)
	(1,567,644)	(998,586)
Net Current Asset Position	8,662,273	8,326,882
Less: Cash Restricted	(3,969,614)	(3,970,754)
Add Back: Component of Leave Liability not Required to be funded	389,028	389,140
Add Back: Current Loan Liability	61,499	57,414
Adjustment for Trust Transactions Within Muni	(1,741)	(967)
Net Current Funding Position	5,141,445	4,801,714

SIGNIFICANT ACCOUNTING POLICIES

Please see page 4 for information on significant accounting policies relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.



Year YTD Actual

Surplus(Deficit)

\$4.8 M

Last Period Actual

Surplus(Deficit)

\$5.14 M

NOTE: For the Cash Assets above the following investments have been made as at reporting date:

<u>Cash Unrestricted</u>	<u>Investment Value \$</u>	<u>Maturity Date</u>	<u>Rate</u>	<u>Institution</u>	<u>Investment %</u>
Municipal Fund	2.0 million	27/03/2019	2.70%	NAB	100%
	<u>2.0 million</u>				<u>100%</u>
<u>Cash Restricted (Reserves)</u>					
Reserve Fund	1.8 million	27/06/2019	2.71%	NAB	50%
Reserve Fund	1.8 million	23/06/2019	2.71%	Westpac	50%
	<u>3.6 million</u>				<u>100%</u>
<u>Total Investment Holdings via Entity</u>					
NAB	3.8 million				68%
Westpac	1.8 million				32%
	<u>5.6 million</u>				<u>100%</u>

*Note: 2 million invested with Bankwest was brought back into the Municipal account 23/1/19 *

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019

EXPLANATION OF
MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from The material variance adopted by Council for the 2018/19 year is an Actual Variance exceeding 10% and a value greater than \$15,000.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
	\$	%			
Revenue from operating activities					
Health	23,951	56%	▲	Permanent	Invoice raised to reclaim demolition costs for Loch Street
Recreation and Culture	86,115	49%	▲	Permanent	Insurance claims income received for Golf Club and Artworks
Transport	(275,160)	(87%)	▼	Permanent	Roads to Recovery funds not claimed
Other Property and Services	107,007	120%	▲	Permanent	LGIS good claims rebate
Expenditure from operating activities					
Education and Welfare	253,948	27%	▲	Timing	HACC, CHSP, HCP & Aged Other - Expenditure estimated evenly over 12 months
Community Amenities	164,842	19%	▲	Timing	Waste water treatment, contract town planning, public convenience maintenance expenditure all under budget
Recreation and Culture	327,448	16%	▲	Permanent	Town hall building maintenance, parks and gardens, town hall maintenance, REC consultants, community chest, event festival matching expenditure all under budget
Other Property and Services	(104,464)	(86%)	▼	Timing	Public works overhead and Plant operation costs under recovered due to higher expenditure
Investing Activities					
Capital Acquisitions	1,563,793	749%	▲	Timing	Refer to Capital Acquisitions Note
Financing Activities					
Transfer to Reserves	97,312	610%	▲		

KEY INFORMATION

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

**OPERATING ACTIVITIES
RECEIVABLES**

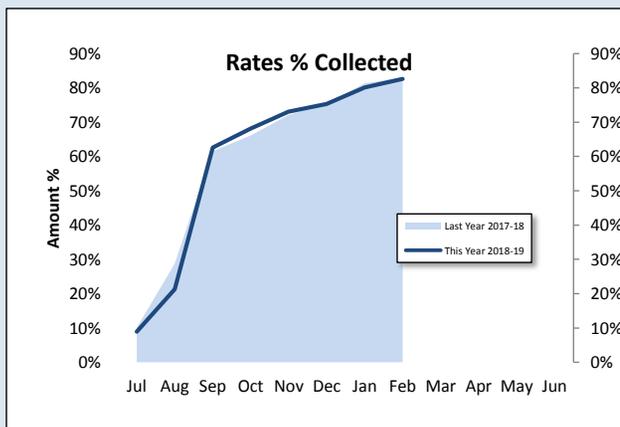
Rates Receivable	30 Jun 18	28 Feb 19
	\$	\$
Opening Arrears Previous Years	492,340	492,340
Levied this year		4,778,570
Movement in Excess Rates		(90,732)
Domestic Refuse Collection Charges		471,958
Domestic Services (Additional)		3,390
Commercial Collection Charge		44,814
Commercial Collection Charge (Additional)		45,287
Total Rates and Rubbish (YTD)	5,153,240	5,262,166
Less Collections to date	(5,153,240)	(4,754,645)
Net Rates Collectable	492,340	999,862
% Collected	91.28%	82.75%
Pensioner Deferred Rates		(153,532)
Pensioner Deferred ESL		(6,786)
Total Rates and Rubbish, ESL, Excess Rates		839,544

Receivables - General	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - General	50,367	1,689	1,981	4,697	58,734
Percentage	86%	3%	3%	8%	
Balance per Trial Balance					
Rates Pensioner Rebate Claims					16,533
GST Input					36,459
Provision For Doubtful Debts					(37,776)
Total Receivables General Outstanding					73,950

Amounts shown above include GST (where applicable)

KEY INFORMATION

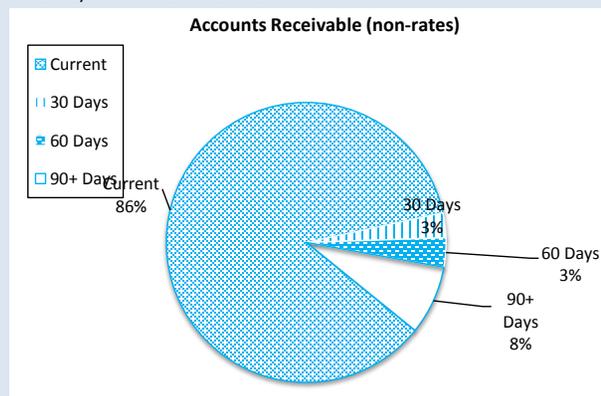
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.



Collected	Rates Due
83%	\$839,544

SIGNIFICANT ACCOUNTING POLICIES

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.



Debtors Due
\$73,950
Over 30 Days
14%
Over 90 Days
8%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

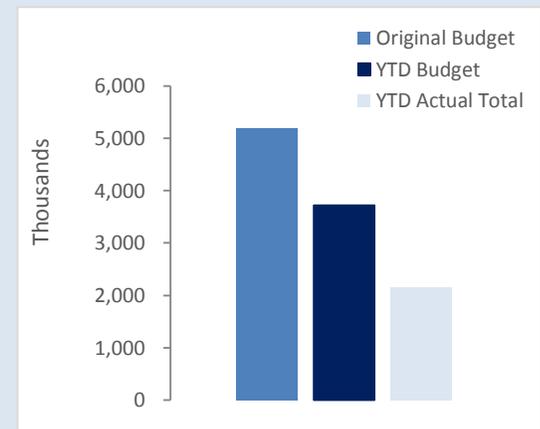
**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS**

Capital Acquisitions	Original Budget	Amended Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$	\$
Land and Buildings	1,325,039	1,609,202	707,267	152,990	554,277
Plant & Equipment	1,413,335	1,427,253	925,398	640,764	284,634
Furniture & Equipment	71,210	98,811	77,811	50,339	27,472
Roads	1,632,644	1,690,671	1,690,588	1,093,399	597,189
Footpaths	69,000	51,300	28,100	32,300	(4,200)
Road Drainage	33,589	33,589	6,392	2,194	4,198
Other Infrastructure	644,114	591,261	283,059	182,836	100,223
Parks and Gardens	0	14,000	0	0	0
Capital Expenditure Totals	5,188,930	5,516,086	3,718,615	2,154,821	1,563,793

SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

KEY INFORMATION



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$5.19 M	\$2.15 M	39%

To be read in conjunction with Strategic Projects Tracker

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)**

% of Completion

	Original Budget	Amended Budget	YTD Budget	YTD Actual	Variance Under(Over)
	\$	\$	\$	\$	\$
Capital Expenditure					
Land and Buildings					
Building Renovation Administration	190,060	190,060	190,060	4,700	185,360
Animal Pound Building (Capital)	7,781	7,781	7,781	0	7,781
Other Law & Order Building (Capital)	455	455	454	455	(1)
HACC - Building (Capital)	50,500	56,602	56,602	35,891	20,711
Kitchen Upgrade	0	35,000	0	0	0
Mackie Park Public Toilets and Office - Capital	15,000	15,000	15,000	0	15,000
Memorial Park Public Toilets Capital	100,000	100,000	100,000	1,818	98,182
Highbury Public Toilets (Capital)	10,000	5,525	5,525	5,525	0
Town Hall (Federal St) Building Capital	75,760	129,100	0	0	0
Railway Institute Hall & Office Building Capital	3,096	3,096	3,096	3,600	(504)
Highbury Hall Building Capital	15,000	5,937	5,937	5,937	0
NRRC Building (Capital)	123,600	229,950	106,350	80,961	25,389
NRRC Building Capital 2018-19	64,259	153,668	89,409	545	88,864
Tennis Clubroom Roof Repairs	0	7,500	0	0	0
Library Landscape - Stage 1	100,000	100,000	100,000	5,798	94,202
Railway Station Building (Capital)	6,641	6,641	4,426	0	4,426
Museum Building (Capital)	5,000	5,000	0	0	0
Accommodation Units (NCP)	351,364	351,364	0	2,750	(2,750)
Caravan Park Renovations	183,896	183,896	0	600	(600)
Visitor Information Bay Upgrade (Williams Road)	20,000	20,000	20,000	4,410	15,590
Sale Yard (Showmen's) Toilets Building Capital	2,627	2,627	2,627	0	2,627
	1,325,039	#####	707,267	152,990	554,277
Plant and Equipment					
Fire Truck (Highbury)	50,000	50,000	0	0	0
NO05 Ranger Vehicle 2018	42,606	36,790	36,790	36,790	0
EHO Vehicle 2018	21,000	18,602	18,602	18,602	(0)
NGN10179 Toyota Hiace 2018	58,000	58,000	58,000	0	58,000
Lawn Mower 2018	2,000	1,590	1,590	1,590	0
Brush Cutter 2018	1,000	1,000	1,000	898	102
NGN847 Ford Mondeo 2019 (HACC) (PA010B)	0	27,000	0	0	0
NGN839 CHCP Vehicle	27,000	27,000	0	0	0
NGN219 CATS Vehicle 2019	26,500	26,500	0	0	0
CCTV Installation Refuse Site	10,000	8,364	8,363	8,364	(1)
NGN00 EMDRS Vehicle 2018(2)	35,755	35,134	35,134	35,134	(0)
NGN00 EMDRS Vehicle 2019	35,755	35,755	35,755	36,498	(743)
NGN00 EMDRS Vehicle 2019(2)	35,755	35,755	0	0	0
CCTV Installation Old Courthouse Museum	7,500	7,500	0	0	0
ONO EMTRS Vehicle 2018 (3)	36,508	36,389	36,388	36,389	(1)
ONO EMTRS Vehicle 2019	36,508	36,508	36,508	36,498	10
ONO EMTRS Vehicle 2019 (2)	36,508	36,508	0	0	0
ONO EMTRS Vehicle 2019 (3)	36,508	36,508	0	0	0
N001 MO Vehicle 2018(2)	36,870	36,243	36,242	36,243	(1)
N001 MO Vehicle 2019	36,870	36,870	36,870	0	36,870
N001 MO Vehicle 2019(2)	36,870	36,870	0	0	0
Works Supervisor Vehicle 2018	43,000	35,416	35,415	35,416	(1)
1N0 CF Vehicle 2018	43,000	36,498	36,497	36,498	(1)
NGN802 Gardener Vehicle 2018	28,000	23,677	23,677	23,677	(0)
NO1 2018 UD 6 Wheeler Nissan Diesel Tip Truck	226,000	226,000	226,000	0	226,000
NO592 PG LH Vehicle PG 2018	32,000	27,368	27,368	27,368	(0)
NGN677 Toro Mower 2018 (WORKS) (PE041)	35,000	33,000	33,000	33,000	0
NO2731 Four Axle Side Tipping Trailer - Additions	25,000	25,000	0	60	(60)
NO2706 Four Axle Side Tipping Trailer - Additions	25,000	25,000	0	1,393	(1,393)
Workshop Tool Purchase (Mechanic)	15,000	14,206	14,205	14,206	(1)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)**

% of Completion

	Original Budget	Amended Budget	YTD Budget	YTD Actual	Variance Under(Over)
 New VHF Radios x 15	15,000	0	0	0	0
 NGN6121 1982 Twin Drum Turf Roller (WORKS)	35,000	34,850	34,850	34,850	0
 CCTV Installation NCP	10,000	9,030	9,030	8,500	530
 1NGN CEO Vehicle 2018(2)	53,040	51,593	51,592	51,593	(1)
 1NGN CEO Vehicle 2019	49,440	48,438	48,438	48,438	(0)
 1NGN CEO Vehicle 2019(2)	49,440	49,440	0	0	0
 1NGN CEO Vehicle 2019(3)	0	49,440	0	0	0
 ONGN EMCCS Vehicle 2018(2)	35,251	34,676	0	34,676	(34,676)
 ONGN EMCCS Vehicle 2019	34,651	34,651	0	0	0
 002 NGN MF Vehicle 2018	25,000	21,804	21,803	21,804	(1)
 NGN 0 MLC Vehicle 2018	25,000	22,281	22,281	22,281	(0)
	1,413,335	#####	925,398	640,764	284,634
Furniture and Equipment					
 Airconditioner Upgrade - DRS	20,000	20,000	20,000	0	20,000
 Replace Pelments and Drapes, Jessie House	4,000	4,415	4,415	0	4,415
 Mobile Works Solution (HACC)	20,000	33,515	33,515	28,940	4,575
 Computer Purchases	0	6,000	0	0	0
 Town Hall Airconditioner	15,000	15,000	0	0	0
 Jessie House Airconditioner	0	6,881	6,881	6,881	0
 Library Software Upgrade	12,210	13,000	13,000	14,518	(1,518)
	71,210	98,811	77,811	50,339	27,472
Infrastructure - Roads					
 Earl Street - Renewal (Local)	49,813	109,813	109,808	0	109,808
 Egerton Street - Upgrade (Local)	171,494	171,494	171,484	107,518	63,966
 Whinbin Rock Road - Renewal (Rural)	70,618	70,618	70,608	0	70,608
 Wagin-Wickepin Road - Renewal (Local)	99,625	99,625	99,620	0	99,620
 Wangeling Gully Road - Renewal (Rural)	90,792	90,792	90,788	0	90,788
 Quarry Road - Renewal (Rural)	85,627	85,627	85,620	0	85,620
 Gordon Street - Renewal (Local) (R2R)	9,300	9,300	9,300	7,834	1,466
 Earl Street North - Renewal (Local) (R2R)	25,800	25,800	25,800	26,918	(1,118)
 Floreat Street - Renewal (Local) (R2R)	14,640	14,640	14,640	16,085	(1,445)
 Hough Street - Renewal (Local) (R2R)	16,815	16,815	16,812	18,101	(1,289)
 Park Street - Renewal (Local) (R2R)	11,655	11,655	11,652	8,050	3,602
 Northwood Street - Renewal (Local) (R2R)	12,240	12,240	12,240	12,814	(574)
 Palmer Street - Renewal (Local) (R2R)	7,875	7,875	7,872	6,260	1,612
 Watt Street - Renewal (Local) (R2R)	6,900	6,900	6,900	6,611	289
 Short Street - Renewal (Local) (R2R)	2,850	2,850	2,848	2,676	172
 Horace Street - Renewal (Local) (R2R)	8,910	8,910	8,908	7,878	1,030
 Harper Street - Renewal (Local) (R2R)	10,260	10,260	10,260	10,701	(441)
 Falcon Street - Renewal (Local) (R2R)	12,000	12,000	12,000	12,435	(435)
 Argus Street - Renewal (Local) (R2R)	4,050	4,050	4,048	6,260	(2,212)
 Quigley Street Short Street - Renewal (Local) (R2R)	8,880	8,880	8,880	3,083	5,797
 Narrakine Road South - Renewal (Rural) (R2R)	123,027	123,027	123,020	122,829	191
 Herald Street - Upgrade (Local) (RRG)	637,565	620,400	620,388	578,278	42,110
 Congelin - Narrogin Road - Renewal (Local) (RRG)	151,908	167,100	167,092	139,065	28,027
	1,632,644	#####	1,690,588	1,093,399	597,189
Infrastructure - Footpaths					
 Mackie Park - Footpath Construction	10,000	4,200	0	4,200	(4,200)
 Earl St Footpath Construction	9,000	5,300	5,300	5,300	0
 Doney Street Footpath Construction	50,000	22,800	22,800	22,800	0
 Felspar Street Footpath Construction (Karinya Cottage Homes)	0	19,000	0	0	0
	69,000	51,300	28,100	32,300	(4,200)
Infrastructure - Drainage					
 Drainage - Butler Street	33,589	33,589	6,392	2,194	4,198

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

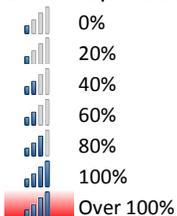
**INVESTING ACTIVITIES
CAPITAL ACQUISITIONS (CONTINUED)**

% of Completion

	Original Budget	Amended Budget	YTD Budget	YTD Actual	Variance Under(Over)
Infrastructure - Other	33,589	33,589	6,392	2,194	4,198
 Refuse Site Transfer Station	10,000	7,962	0	7,962	(7,962)
 Bin Surrounds	21,600	20,326	6,772	21,203	(14,431)
 Cemetery Upgrade	57,440	57,440	57,440	0	57,440
 Gnarojin Park Master Plan	23,248	23,248	13,248	21,745	(8,497)
 CBD Design - Colour Palette and signage	10,000	10,000	0	0	0
 Townscape - Highbury	5,000	5,000	0	2,260	(2,260)
 Townscape - Narrogin	10,000	10,000	0	0	0
 NRRC Infrastructure Other (Capital)	10,000	10,000	10,000	(60)	10,060
 Foxes Lair	17,000	17,000	0	0	0
 Heritage Trail	28,015	42,185	0	11,470	(11,470)
 Railway Dam	0	5,000	0	0	0
 McKenzie Park - Playground Equipment	10,000	10,000	10,000	0	10,000
 Pine Park - Playground Equipment	12,000	12,000	12,000	8,658	3,342
 Ashworth Park - Playground Equipment	20,000	20,000	20,000	0	20,000
 Highbury Tennis Court	75,000	0	0	0	0
 Narrogin Walk Trails Master Plan	16,000	16,000	0	14,310	(14,310)
 Mountain Bike & Pump Track Feasibility Study	9,000	9,900	0	0	0
 Skate Park Improvements	69,811	55,200	27,600	16,552	11,048
 Gnarojin Community Garden Carpark & Driveway Upgrade	10,000	10,000	10,000	0	10,000
 Museum Carpark	60,000	60,000	60,000	51,296	8,704
 Pioneer Drive Carpark	50,000	50,000	0	675	(675)
 Aerodrome Infrastructure Other (Capital)	30,000	10,000	9,999	10,047	(48)
 Caravan Park Resealing, Line Marking	20,000	20,000	20,000	0	20,000
 Local Tourism Planning Strategy	20,000	35,000	0	0	0
 Site Inspection Report - Felspar St Depot	20,000	20,000	20,000	16,717	3,283
 Economic Development Strategy	30,000	30,000	6,000	0	6,000
 Commercial Standpipe (Highbury West & Chomley Road)	0	25,000	0	0	0
	644,114	591,261	283,059	182,836	100,223
Infrastructure - Parks & Gardens					
 Sydney Hall Way Park Bikepath Capital	0	14,000	0	0	0
	0	14,000	0	0	0
Capital Expenditure Totals	5,188,930	#####	3,718,615	2,154,821	1,563,793

Capital Expenditure Total

Level of Completion Indicators



Percentage YTD Actual to Revised Budget
Expenditure over budget highlighted in red.

Variance is calculated on:
YTD Budget vs YTD Actual

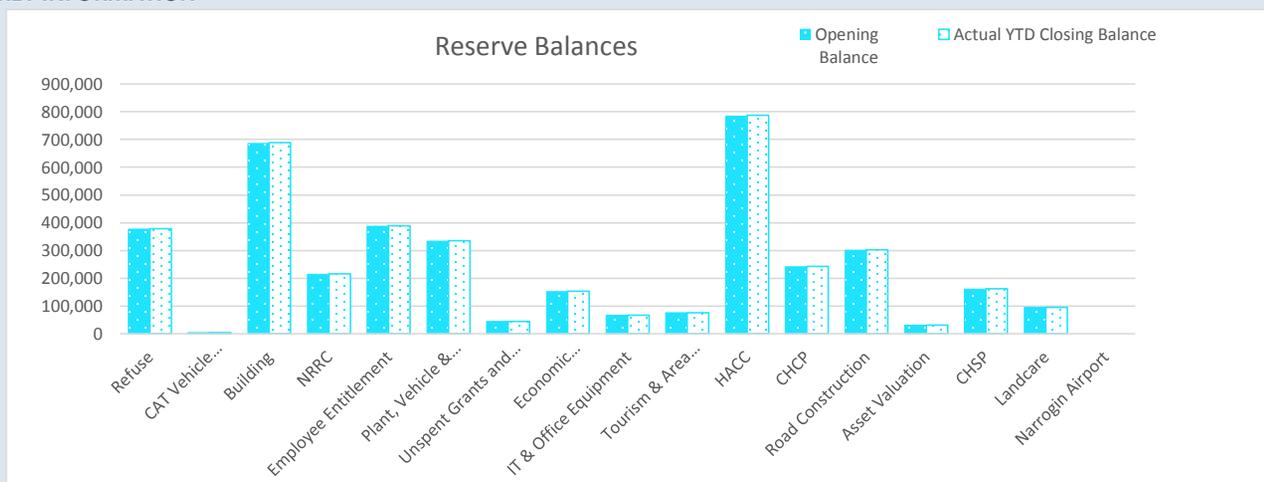
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019

OPERATING ACTIVITIES
CASH AND INVESTMENTS

Cash Backed Reserve

Reserve Name	Opening Balance	Current Budget Interest Earned	Actual Interest Earned	Current Budget Transfers In (+)	Actual Transfers In (+)	Current Budget Transfers Out (-)	Actual Transfers Out (-)	Current Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Refuse	376,475	6,827	1,519	50,000	0	0	0	433,302	377,994
CAT Vehicle Replacement	4,297	78	16	7,125	0	11,500	0	0	4,313
Building	686,182	12,444	2,769	80,000	0	280,000	0	498,626	688,951
NRRC	214,761	3,895	867	140,000	0	285,759	0	72,897	215,628
Employee Entitlement	387,576	7,029	1,564	0	0	0	0	394,605	389,140
Plant, Vehicle & Equipment	333,984	6,057	1,348	425,000	0	442,500	0	322,541	335,332
Unspent Grants and Contributions	44,816	811	183	0	0	4,724	0	40,903	44,999
Economic Development	152,014	2,757	613	18,552	0	0	0	173,323	152,627
IT & Office Equipment	66,049	1,198	266	5,000	0	0	0	72,247	66,315
Tourism & Area Promotion	75,469	1,369	305	0	0	0	0	76,838	75,774
HACC	784,351	14,224	3,163	0	0	146,916	0	651,659	787,514
CHCP	241,070	4,372	973	0	0	53,213	0	192,229	242,043
Road Construction	301,328	5,465	1,216	42,332	0	0	0	349,125	302,544
Asset Valuation	30,610	555	123	0	0	0	0	31,165	30,733
CHSP	160,970	2,919	648	0	0	11,514	0	152,375	161,618
Landcare	94,846	0	383	0	0	0	0	94,846	95,229
Narrogin Airport	0	0	0	0	0	0	0	0	0
	3,954,799	70,000	15,956	768,009	0	1,236,126	0	3,556,682	3,970,754

KEY INFORMATION



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

BUDGET AMENDMENTS

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

GL Code	Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				Opening Surplus(Deficit)	\$	\$ 74,482	\$	\$ 74,482
2110821		Budget Adoption						
		Budget Amendment as per council resolution 0918.096, 26 September 2018	0918.096	Operating Expenses		4,000		78,482
2070603		Budget Amendment as per council resolution 0918.096, 26 September 2018	0918.096	Operating Expenses			(4,000)	74,482
4110260	BC160	Budget amendment as per council resolution 1018.100 24 October 2018	1018.100	Operating Expenses		106,350		180,832
4110260	BC161	Budget amendment as per council resolution 1018.100 24 October 2018	1018.100	Operating Expenses		89,409		270,241
5110253		Budget amendment as per council resolution 1018.100 24 October 2018	1018.100	Capital Revenue			(166,656)	103,585
5110253		Budget amendment as per council resolution 1018.100 24 October 2018	1018.100	Capital Revenue			(29,103)	74,482
4080350	FE030	Budget Amendment as per council resolution 1018.103, 24 October 2018	1018.103	Capital Expenses		7,000		81,482
5080352		Budget Amendment as per council resolution 1018.103, 24 October 2018	1018.103	Capital Revenue			(7,000)	74,482
2040112		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,500		75,982
2040116		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(10,000)	65,982
2040121		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,000		66,982
2040125		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,000		67,982
2040127		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(5,000)	62,982
2040207		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		16,905		79,887
2040212		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		485		80,372
2040214		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		500		80,872
2040218		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		500		81,372
2040219		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		0.31		81,372
2040224		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		0.12		82,372
2050105		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,000		83,372
2050110		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		17,552		99,924
2050112		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(1,500)	98,424
2050114		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		13,973		112,397
2050191		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(1,438)	110,959
2050200		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,629)	107,330
2050210		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(15,000)	92,330
2050211		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(4,052)	88,278
2050212		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		23,061		111,339
2050214		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(13,973)	97,366
2050215		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(62,210)	35,156
2050304		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,000		37,156
2050313		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,599		38,755
2050391		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,547		40,302
2050407		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		218		40,520
2080341		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(100)	40,420
2080348		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(300)	40,120
2080349		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(200)	39,920
2080350		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(100)	39,820
2080391		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(4,025)	35,795

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

BUDGET AMENDMENTS

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

GL Code	Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
2080449		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(100)	35,695
2080491		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(9,710)	25,985
2080762		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		7,000		32,985
2080791		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		8,846		41,831
2090103		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,200)	38,631
2100401		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(2,700)	35,931
2100691		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(5,654)	30,277
2100802		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(40,136)	(9,859)
2100803		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(1,000)	(10,859)
2110105		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(0.35)	(10,859)
2110233		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(1,484)	(12,343)
2110260		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		0.15		(12,343)
2110300		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,000)	(15,343)
2110301		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(40,500)	(55,843)
2110311		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		13,802		(42,041)
2110314		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(1,566)	(43,606)
2110315		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(500)	(44,106)
2110316		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		11,533		(32,573)
2110317		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,571		(31,002)
2110319		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,500		(28,502)
2110320		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		5,262		(23,240)
2110321		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		740		(22,500)
2110322		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		110		(22,390)
2110325		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		3,360		(19,030)
2110326		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		327		(18,703)
2110331		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(5,060)	(23,763)
2110332		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(960)	(24,723)
2110334		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(19,230)	(43,953)
2110802		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		8,378		(35,575)
2110805		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(2,000)	(37,575)
2110816		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		7,529		(30,046)
2110834		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(667)	(30,713)
2120200		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,000)	(33,713)
2120211		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(10,000)	(43,713)
2120214		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(1,500)	(45,213)
2120217		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		0.24		(45,212)
2120391		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(94,197)	(139,410)
2130200		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		8,500		(130,910)
2130203		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(12,750)	(143,660)
2130204		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		479		(143,181)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

BUDGET AMENDMENTS

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

GL Code	Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
2130205		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		250		(142,931)
2130319		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,500)	(146,431)
2130606		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,275)	(149,706)
2130607		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,930		(146,776)
2130609		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		0.27		(146,776)
2130610		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(0.10)	(146,776)
2140100		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		10,000		(136,776)
2140215		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(40,000)	(176,776)
2140220		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(20,000)	(196,776)
2140239		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(6,000)	(202,776)
2140500		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		20,000		(182,776)
2140501		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,906		(179,869)
2140523		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(20,000)	(199,869)
2140591		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		94,301		(105,568)
2140691		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		154		(105,415)
2090192		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(528)	(105,943)
2040292		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(11,460)	(117,404)
2050192		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(14,668)	(132,072)
2050392		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(385)	(132,457)
2050492		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(13,790)	(146,247)
2080592		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(1,264)	(147,512)
2080692		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(5,159)	(152,671)
2080892		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(52)	(152,723)
2100192		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(1,962)	(154,686)
2100292		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(28,337)	(183,022)
2100392		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(9)	(183,031)
2100892		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		3,124		(179,907)
2110192		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(10,116)	(190,023)
2110292		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(26,035)	(216,059)
2110392		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(508,958)	(725,016)
2110592		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(2,134)	(727,150)
2110692		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(101)	(727,251)
2120292		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(323,203)	(1,050,454)
2120492		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(1,491)	(1,051,945)
2130292		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,041)	(1,054,986)
2130692		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(44,037)	(1,099,023)
2140492		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(7,657)	(1,106,680)
2140592		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(6,859)	(1,113,539)
2090198		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		6,660		(1,106,879)
2030199		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,749		(1,105,129)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

BUDGET AMENDMENTS

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

GL Code	Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
2030499		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,743		(1,103,386)
2040197		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		545		(1,102,841)
2040199		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		6,100		(1,096,741)
2040299		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,094,127)
2050199		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,743		(1,092,384)
2050399		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,089,770)
2050497		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		109		(1,089,661)
2050499		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,743		(1,087,918)
2070399		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,085,304)
2080197		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		73		(1,085,232)
2080199		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		436		(1,084,796)
2080399		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,743		(1,083,052)
2080499		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,080,438)
2080599		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		7,407		(1,073,031)
2080697		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		73		(1,072,959)
2080699		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,743		(1,071,216)
2080897		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		474		(1,070,742)
2080899		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,068,128)
2090199		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		871		(1,067,257)
2100199		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		6,972		(1,060,285)
2100299		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		5,229		(1,055,056)
2100399		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		871		(1,054,185)
2100698		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,460)	(1,057,645)
2100699		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,743		(1,055,902)
2100899		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,743		(1,054,159)
2110197		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		255		(1,053,904)
2110199		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,051,290)
2110297		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		73		(1,051,217)
2110299		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		871		(1,050,346)
2110397		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		546		(1,049,800)
2110399		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,743		(1,048,057)
2110599		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,045,443)
2110897		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		892		(1,044,551)
2110899		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,041,937)
2120299		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,743		(1,040,194)
2120599		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,307		(1,038,887)
2130197		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		182		(1,038,704)
2130199		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,307		(1,037,397)
2130297		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		201		(1,037,197)
2130299		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,034,583)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

BUDGET AMENDMENTS

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

GL Code	Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
2130399		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		2,614		(1,031,969)
2130697		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		219		(1,031,750)
2130699		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,307		(1,030,443)
2140199		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		871		(1,029,572)
2140293		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		59,464		(970,108)
2140299		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		6,536		(963,572)
2140394		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		7,657		(955,915)
2140598		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,200)	(959,115)
2140599		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(87,149)	(1,046,264)
2140696		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		3,486		(1,042,778)
2140699		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses			(3,641)	(1,046,419)
3050201		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		6,585		(1,039,834)
3050202		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		62,210		(977,624)
3050304		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		2,500		(975,124)
3070303		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		15,000		(960,124)
3080313		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		100		(960,024)
3080314		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		100		(959,924)
3080500		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		23,225		(936,699)
3080600		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(3,750)	(940,449)
3080603		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(2,000)	(942,449)
3080711		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		5,000		(937,449)
3090102		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(3,460)	(940,909)
3100103		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(3,000)	(943,909)
3100300		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(10,000)	(953,909)
3100606		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		3,000		(950,909)
3110104		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		31,985		(918,924)
3110306		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(50,000)	(968,924)
3120115		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		3,500		(965,424)
3120200		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		64,090		(901,334)
3120390		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(240)	(901,574)
3120404		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(10,000)	(911,574)
3120500		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(20,000)	(931,574)
3130200		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		10,000		(921,574)
3130204		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		300		(921,274)
3130600		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(2,168)	(923,442)
3140100		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(10,000)	(933,442)
3140511		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue		1,125		(932,317)
3140590		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Revenue			(3,023)	(935,341)
4040271		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		0.41		(935,340)
4050355		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		5,362		(929,978)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

BUDGET AMENDMENTS

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

GL Code	Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
4050445		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		455		(929,524)
4070355		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		2,398		(927,126)
4080350		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			585	(926,541)
4080355		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(26,590)	(953,131)
4080360		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(41,102)	(994,233)
4080450		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(13,515)	(1,007,748)
4080570		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(17,853)	(1,025,602)
4100155		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses				(1,023,965)
4100165		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		1,636		(1,020,653)
4100655		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		3,312		(1,020,032)
4100850		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		621		(1,015,557)
4110150		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		4,475		(1,022,438)
4110160		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(6,881)	(1,066,715)
4110170		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(44,277)	(1,066,715)
4110275		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		0.48		(1,066,715)
4110360		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		0.09		(1,080,715)
4110365		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(14,000)	(1,011,174)
4110370		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		69,541		(1,040,277)
4110375		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(29,103)	(1,047,777)
4110550		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(7,500)	(1,048,567)
4120167		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(790)	(1,046,594)
4120175		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		1,973		(1,028,894)
4120350		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		17,700		(987,162)
4120466		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		41,732		(967,162)
4120470		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		20,000		(977,162)
4130255		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(10,000)	(976,192)
4130265		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		970		(991,192)
4130550		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(15,000)	(970,026)
4130660		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		21,166		(995,026)
4130671		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(25,000)	(995,027)
4140585		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(0.40)	(1,038,246)
4140655		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(43,219)	(1,035,527)
5050150		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue		2,719		(1,008,254)
5050151		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue		27,273		(1,035,527)
5050350		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue			(27,273)	(1,034,345)
5050351		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue		1,182		(1,035,527)
5080350		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue			(1,182)	(1,025,527)
5080351		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue		10,000		(1,035,527)
5080352		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue			(10,000)	(965,639)
5080452		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue		69,889		(944,927)
						20,711		

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED FOR THE PERIOD ENDED 28 FEBRUARY 2019**

BUDGET AMENDMENTS

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

GL Code	Job Number	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
5080552		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue			(11,514)	(956,441)
5100650		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue			(2,212)	(958,653)
5100651		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue		2,212		(956,441)
5120350		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue		10,390		(946,052)
5120351		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue			(10,390)	(956,441)
5120352		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue			(41,732)	(998,173)
5140550		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue		45,607		(952,566)
5140551		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue			(45,607)	(998,173)
4120165		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(60,000)	(1,058,173)
4110370		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses			(62,659)	(1,120,832)
Multiple		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		1,008,124		(112,708)
Multiple		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Expenses		13,440		(99,268)
Multiple		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Operating Expenses		7,029		(92,239)
Multiple		Budget Amendment as per Council Resolution 0219.016, 27 February 2019	0219.016	Capital Revenue		92,240		0
					-	2,473,713	- 2,473,713	0

KEY INFORMATION

Shire of Narrogin
Strategic Projects 2018/19

For the Period Ended 28 FEBRUARY 2019

Project Progress	
Complete	
On Track	
Off Track	
In Trouble	

(The dates are indicative and may be adjusted as projects progress)

Line No	COA Description	Project Type	Project Title	Project Description	2018/19 Annual Budget incl Amendments	2018/19 YTD Actual incl o/s Purchase orders	Responsible Officer	Project Progress	2019						Comments
									January	February	March	April	May	June	
Governance															
1	OTHGOV - Capital Furniture & Equipment		Airconditioner Upgrade - DRS	New air conditioner for the DRS area	20,000.00	-	Azhar Awang								
2	OTHGOV - Capital Administration Building		Building Renovation Administration	Toilets \$30,000, reception \$50,000, Covered Entry \$100,000	190,060.00	10,060.00	Azhar Awang								
Law, Order & Public Safety															
3	FIRE - Plant & Equipment (Capital)	Cr	Fire Truck (Highbury)	Purchase 2nd hand fire truck to be placed in Highbury	50,000.00	-	Azhar Awang								
Animal & Welfare															
4	ANIMAL - Building (Capital)		Animal Pound Capital	Noise control upgrade	7,781.00	-	Azhar Awang								
Education & Welfare															
8	HACC - Furniture & Equipment (Capital)		Replace Pelments and Drapes, Jessie House	Replace pelments and drapes at Jessie House	4,000.00	4,013.64	Frank Ludovico								
11	HACC - Building (Capital)		HACC - Building (Capital)	Install Electric sliding doors at Jessie House \$13,000.	13,000.00	13,213.20	Frank Ludovico								
12	HACC - Building (Capital)		HACC - Building (Capital)	Supply & install bathroom vinyl floor covering \$2,500, Floor covering activity area \$23,000, Repainting of Jessie House \$12,000, kitchen upgrade \$35,000	37,500.00	80,300.91	Frank Ludovico								
15	CHCP - Plant & Equipment (Capital) GEN		NGN 839 Toyota Altise		27,000.00	-	Frank Ludovico								
Community Amenities															
21	PLAN - Plant & Equipment		NGN00 EMDRS Vehicle 2019		35,755.00	36,497.91	Torre Evans								
22	PLAN - Plant & Equipment		NGN00 EMDRS Vehicle 2019(2)		35,755.00	-	Torre Evans								
23	COM AMEN - Building (Capital) - Other Community Amenities		Mackie Park Public Toilets and Office (Capital)	Refurb baby changeroom \$15,000.	15,000.00	14,835.90	Azhar Awang								
24	COM AMEN - Building (Capital) - Other Community Amenities	2017/18	Memorial Park Public Toilets Capital	Design, planning & demolition. Construction new Public Toilet	100,000.00	4,000.00	Azhar Awang								
26	COM AMEN - Infrastructure Other (Capital) - Other Community Amenities	C/FWD	Cemetery Upgrade	C/F: Design, survey, stormwater & road design for extension of the cemetery \$57,440.	57,440.00		Azhar Awang								
27	COM AMEN - Infrastructure Other (Capital) - Other Community Amenities	C/FWD	Gnarojn Park Master Plan	Completion of Plan	23,247.73	23,247.73	Azhar Awang								
28	COM AMEN - Infrastructure Other (Capital) - Other Community Amenities		Townscape - Highbury	Highbury Townscape annual allocation	5,000.00	2,260.00	Azhar Awang								
29	COM AMEN - Infrastructure Other (Capital) - Other Community Amenities		Townscape - Narrogin	Narrogin Townscape annual allocation	10,000.00	-	Azhar Awang								
Recreation & Culture															
30	HALLS - Furniture & Equipment (Capital) GEN	Comm	Town Hall Airconditioner	Humidifier and air cond of Art Collection	7,500.00	-	Azhar Awang								
31	HALLS - Furniture & Equipment (Capital) GEN		Town Hall Airconditioner	Relocate Air conditioner	7,500.00	-	Azhar Awang								
32	HALLS - Building (Capital)	C/FWD	Town Hall (Federal St) Building Capital	Repitching of Mayors parlour roof.	75,760.00	131,491.85	Azhar Awang								
35	NRRC - Building (Capital)		NRRC Building (Capital)	Exhaust system upgrade \$40,000, Re-tile dry side changerooms \$20,000, Boiler repairs \$30,000	123,600.00	126,901.20	Azhar Awang								
36	NRRC - Building (Capital)	CBP	NRRC Building Capital 2018-19	Replace 624.9m2 metal roofing \$44,368, replace 375.3m2 gyprock lined ceiling \$19,891.	64,259.00	162,746.46	Azhar Awang								
37	NRRC - Infrastructure Other (Capital)	C/FWD	NRRC Infrastructure Other (Capital)	Multiple Club trophy cabinet \$10,000	10,000.00	11,240.00	Azhar Awang								
38	REC - Infrastructure Other (Capital)		Foxes Lair	Repair washouts to Foxes Lair tracks \$10,000, Signage \$7,000	17,000.00	-	Azhar Awang								
39	REC - Infrastructure Other (Capital)	Cr	Highbury Tennis Court	Resurface Highbury Tennis Court (Shire contribution of 30%)	75,000.00	-	Azhar Awang								
40	REC - Infrastructure Other (Capital)		Skate Park Improvements	Landscaping, shades and furniture \$10,000 C/F: \$18,080 (MRWA already received) Skate park urban art project, Shade sails \$20,000, skate park bins and surrounds \$3,000, seating \$12,000	69,810.91	29,581.84	Azhar Awang								
41	REC - Infrastructure Other (Capital)	C/FWD	Heritage Trail	Heritage Plaques Production Stage 2 - 10 additional plaques \$12,000, QR code development & production \$2,000, Plaque installation \$3500.	28,015.00	21,985.00	Azhar Awang								
42	REC - Infrastructure Other (Capital)		McKenzie Park - Playground Equipment	Shade shelter, table & seating \$10,000,	10,000.00	-	Azhar Awang								
44	REC - Infrastructure Other (Capital)	2017/18	Ashworth Park - Playground Equipment	Ashworth Park Shade Structure	20,000.00	-	Torre Evans								
45	REC - Infrastructure Other (Capital)		Narrogin Walk Trails Master Plan	Narrogin Walk Trails Master plan	16,000.00	15,900.00	Azhar Awang								

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Line No	COA Description	Project Type	Project Title	Project Description	Annual Budget incl Amendments	YTD Actual incl o/s Purchase orders	Responsible Officer	January	February	March	April	May	June	Comments
46	REC - Infrastructure Other (Capital)		Mountain Bike & Pump Track Feasibility Study	Mountain bike & pump track feasibility study	9,000.00	9,900.00	Azhar Awang							
48	LIB - Building (Capital)	C/FWD	Library Landscape - Stage 1A	Library Landscape - Stage 1	100,000.00	63,951.82	Frank Ludovico/Keenan							
49	HERITAGE - Building (Capital)	CBP	Museum Building (Capital)	Install disability access at the Old Courthouse Museum \$5,000.	5,000.00	-	Azhar Awang							
50	HERITAGE - Building (Capital)		CCTV Installation Old Courthouse Museum	Install CCTV Old Courthouse Museum \$7,500.	7,500.00	-	Azhar Awang							
51	OTHCU - Gnarojin Community Garden Carpark & Driveway Upgrade		Gnarojin Community Garden Carpark & Driveway Upgrade	Upgrade carpark with blue metal to make more durable during winter, upgrade driveway and rear access with blue metal	10,000.00	-	Azhar Awang							
52	COM AMEN - Infrastructure Other (Capital) - Other Community Amenities		CBD Design - Colour Palette and signage	CBD Design - Colour palette and signage recommendations Part of \$20,000 Townscape annual allocation	10,000.00	8,847.00	Azhar Awang							
53	ROADC - Infrastructure Other (Capital)		Museum Carpark	Renew with asphalt and kerbing (many cracked and lifted areas)	60,000.00	55,153.12	Torre Evans							
54	ROADC - Infrastructure Other (Capital)		Pioneer Carpark	Preliminary Carpark Earthworks (Cr request)	50,000.00	675.00	Torre Evans							
55	ROADC - Roads (Capital) - Council Funded		Earl Street - Renewal (Local)	Stabilising and seal	49,813.00	21,396.85	Torre Evans							Pending financial input from Keedac
56	ROADC - Roads (Capital) - Council Funded		Egerton Street - Upgrade (Local)	Reconstruction	171,494.00	110,703.49	Torre Evans							
57	ROADC - Roads (Capital) - Council Funded		Whinbin Rock Road - Renewal (Rural)	Resheet	70,618.00	-	Torre Evans							
58	ROADC - Roads (Capital) - Council Funded		Wagin-Wickepin Road - Renewal (Local)	Reconstruct Stabilise and seal	99,625.00	-	Torre Evans							
59	ROADC - Roads (Capital) - Council Funded		Wangelling Gully Road - Renewal (Rural)	Resheet	90,792.00	-	Torre Evans							
60	ROADC - Roads (Capital) - Council Funded		Quarry Road - Renewal (Rural)	Resheet	85,627.00	-	Torre Evans							
61	ROADC - Roads (Capital) - Regional Road Group		Herald Street - Upgrade (Local) (RRG)	Reconstruction	637,565.00	587,405.54	Torre Evans							
78	ROADC - Footpaths (Capital)		Mackie Park - Footpath Construction	Replace broken, cracked concrete footpath with new	10,000.00	4,200.00	Torre Evans							
81	ROADC - Drainage (Capital)		Drainage - Butler Street	December 2017 Council meeting Resolution 1217.141	33,589.00	2,193.70	Azhar Awang							
83	AERO - Infrastructure Other (Capital) - Aerodromes	CBP	Aerodrome Infrastructure Other (Capital)	As per Corporate Business Plan Airport Master Plan \$20,000 (Total of \$30,000 to be spent)	20,000.00	-	Torre Evans							
85	PLANT - Plant & Equipment (Capital)		ON0 EMTRS Vehicle 2019		36,508.00	36,497.91	Torre Evans							
86	PLANT - Plant & Equipment (Capital)		ON0 EMTRS Vehicle 2019 (2)		36,508.00	-	Torre Evans							
87	PLANT - Plant & Equipment (Capital)		ON0 EMTRS Vehicle 2019 (3)		36,508.00	-	Torre Evans							
89	PLANT - Plant & Equipment (Capital)		N001 MO Vehicle 2019		36,870.00	-	Torre Evans							
90	PLANT - Plant & Equipment (Capital)		N001 MO Vehicle 2019(2)		36,870.00	-	Torre Evans							
94	PLANT - Plant & Equipment (Capital)		NO1 2018 UD 6 Wheeler Nissan Diesel Tip Truck		226,000.00	218,339.09	Torre Evans							
98	PLANT - Plant & Equipment (Capital)		NO2731 Four Axle Side Tipping Trailer - Additions	Refurbishment	25,000.00	18,060.00	Torre Evans							
99	PLANT - Plant & Equipment (Capital)		NO2706 Four Axle Side Tipping Trailer - Additions	Refurbishment	25,000.00	19,392.71	Torre Evans							
101	PLANT - Plant & Equipment (Capital)		New VHF Radios x 15		15,000.00	-	Torre Evans							
104	TOUR - Building (Capital)	C/FWD	Accommodation Units (NCP)		351,364.00	2,750.00	Frank Ludovico							
105	TOUR - Building (Capital)	C/FWD	Caravan Park Renovations	Retailing of ablation block 1 \$60,000, Universal access toilet \$60,000	183,896.00	84,111.00	Frank Ludovico							
106	TOUR - Building (Capital)		Visitor Information Bay Upgrade (Williams Road)	Remove old signs, repaint, install new signs	20,000.00	8,647.66	Azhar Awang							
107	TOUR - Infrastructure Other (Capital)	C/FWD	Caravan Park Resealing, Line Marking	Resealing of Caravan Park, Line marking	20,000.00	-	Frank Ludovico							
108	TOUR - Infrastructure Other (Capital)		Local Tourism Planning Strategy	The preparation of a plan exploring options for the development of tourism in the Shire	20,000.00	-	Azhar Awang							
109	COM AMEN - Building (Capital) Other Community Amenities	CBP	Sale Yard (Showmen's) Toilets Building Capital	As per Corporate Business Plan replace 37m2 metal roofing \$2,627	2,627.00	-	Azhar Awang							
110	ECONOM - Infrastructure Other (Capital)		Site Inspection Report - Felspar St Depot	Detailed Site Inspection report for contamination Felspar St Depot Part 1 of Stage 2	20,000.00	16,717.38	Azhar Awang							
111	ECONOM - Infrastructure Other (Capital)		Economic Development Strategy	The preparation of a plan exploring options for Economic development in the Shire	30,000.00	-	Dale Stewart							
114	ADMIN - Plant and Equipment (Capital)		1NGN CEO Vehicle 2019(2)		49,440.00	-	Torre Evans							
116	ADMIN - Plant and Equipment (Capital)		ONGN EMCCS Vehicle 2019		34,651.00	-	Torre Evans							
119			Great Southern Regional Business Association	Donation of \$18,551.61	18,551.00	-	Dale Stewart							
					3,901,399.64	1,957,217.91								

Line No	COA Description	Project Type	Project Title	Project Description	Annual Budget incl Amendments	YTD Actual incl o/s Purchase orders	Responsible Officer	January	February	March	April	May	June	Comments
COMPLETED PROJECTS														
5	ANIMAL - Plant & Equipment (Capital)		NO05 Ranger Vehicle 2018		42,606.00	36,789.68	Azhar Awang							
6	SAN - Infrastructure Other (Capital) GEN	C/FWD	CCTV Installation Refuse Site		10,000.00	8,363.64	Azhar Awang							
7	HEALTH - Plant & Equipment (Capital)		EHO Vehicle 2018	New Senior EHO Vehicle	21,000.00	18,602.18	Azhar Awang							
9	HACC - Plant & Equipment (Capital)		Lawn Mower 2018	Lawn Mower	2,000.00	1,590.00	Frank Ludovico							
10	HACC - Plant & Equipment (Capital)		Brush Cutter 2018	Brush Cutter	1,000.00	898.17	Frank Ludovico							
13	HACC - Plant & Equipment (Capital) GEN	C/FWD	HACC - Plant & Equipment (Capital) GEN	Replacement HiAce Bus	58,000.00	57,930.90	Frank Ludovico							
14	CHCP - Furniture & Equipment (Capital)	C/FWD	Mobile Works Solution (HACC)	Alchemy Technology Interface and IT purchase of Mobile Works solution	20,000.00	28,940.12	Frank Ludovico							
16	AGEDOTHER - Plant & Equipment (Capital)		NGN219 CATS Vehicle 2019		26,500.00	25,452.27	Frank Ludovico							
17	SAN - Infrastructure Other (Capital)		Refuse Site Transfer Station	Installation of Safety railing at transfer station (OHS Audit Report)	10,000.00	7,962.05	Azhar Awang							
18	SAN - Infrastructure Other (Capital)	C/FWD	Installation on Bin Surrounds	Installation of Bin Surrounds - Townscape	21,600.00	21,203.24	Azhar Awang							
19	PLAN - Municipal Heritage Inventory		Municipal habitation inventory	Municipal habitation inventory	20,000.00	-	Azhar Awang							
20	PLAN - Plant & Equipment		NGN00 EMDRS Vehicle 2018(2)	0	35,755.00	35,134.27	Torre Evans							
25	COM AMEN - Building (Capital) - Other Community Amenities		Highbury Public Toilets (Capital)	Retaining wall and infill around new leach drains installed	10,000.00	5,525.00	Azhar Awang							
33	HALLS - Building (Capital)	CBP	Railway Institute Hall & Office Building Capital	As per Corporate Business Plan replace 72m timber roof fascia \$3,096	3,096.00	3,600.00	Azhar Awang							
34	HALLS - Building (Capital)	CBP	Highbury Hall Building Capital	Rewire Highbury Hall \$10,000	15,000.00	5,937.00	Azhar Awang							
43	REC - Infrastructure Other (Capital)	2017/18	Pine Park - Playground Equipment	Basketball half court \$12,000 Councillor request	12,000.00	8,658.00	Torre Evans							
47	LIB - Furniture and Equipment	C/FWD	Library Software Upgrade	Completion of software installation	12,210.00	14,518.00	Frank Ludovico							
61	ROADC - Roads (Capital) - Roads to Recovery		Gordon Street - Renewal (Local) (R2R)	Reseal	9,300.00	7,834.39	Torre Evans							
62	ROADC - Roads (Capital) - Roads to Recovery		Earl Street North - Renewal (Local) (R2R)	Reseal	25,800.00	26,918.00	Torre Evans							
63	ROADC - Roads (Capital) - Roads to Recovery		Floreat Street - Renewal (Local) (R2R)	Reseal	14,640.00	16,085.07	Torre Evans							
64	ROADC - Roads (Capital) - Roads to Recovery		Hough Street - Renewal (Local) (R2R)	Reseal	16,815.00	18,100.79	Torre Evans							
65	ROADC - Roads (Capital) - Roads to Recovery		Park Street - Renewal (Local) (R2R)	Reseal	11,655.00	8,050.36	Torre Evans							
66	ROADC - Roads (Capital) - Roads to Recovery		Northwood Street - Renewal (Local) (R2R)	Reseal	12,240.00	12,814.22	Torre Evans							
67	ROADC - Roads (Capital) - Roads to Recovery		Palmer Street - Renewal (Local) (R2R)	Reseal	7,875.00	6,260.00	Torre Evans							
68	ROADC - Roads (Capital) - Roads to Recovery		Watt Street - Renewal (Local) (R2R)	Reseal	6,900.00	6,610.56	Torre Evans							
69	ROADC - Roads (Capital) - Roads to Recovery		Short Street - Renewal (Local) (R2R)	Reseal	2,850.00	2,676.15	Torre Evans							
70	ROADC - Roads (Capital) - Roads to Recovery		Horace Street - Renewal (Local) (R2R)	Reseal	8,910.00	7,878.21	Torre Evans							
71	ROADC - Roads (Capital) - Roads to Recovery		Harper Street - Renewal (Local) (R2R)	Reseal	10,260.00	10,701.47	Torre Evans							
72	ROADC - Roads (Capital) - Roads to Recovery		Falcon Street - Renewal (Local) (R2R)	Reseal	12,000.00	12,435.49	Torre Evans							
73	ROADC - Roads (Capital) - Roads to Recovery		Argus Street - Renewal (Local) (R2R)	Reseal	4,050.00	6,260.00	Torre Evans							
74	ROADC - Roads (Capital) - Roads to Recovery		Quigley Street Short Street - Renewal (Local) (R2R)	Reseal	8,880.00	3,083.05	Torre Evans							
75	ROADC - Roads (Capital) - Roads to Recovery		Narrakine Road South - Renewal (Rural) (R2R)	Reconstruction and Seal	123,027.00	122,829.40	Torre Evans							
77	ROADC - Roads (Capital) - Regional Road Group		Congelin - Narrogin Road - Renewal (Local) (RRG)	Stabilise and Seal	151,908.00	138,580.11	Torre Evans							
79	ROADC - Footpaths (Capital)		Earl St Footpath Construction	To improve safety of footpath in front of ABC Kindergarten	9,000.00	5,300.00	Torre Evans							
80	ROADC - Footpaths (Capital)	2017/18	Doney Street Footpath Construction	Part of 5 year footpath program Full length	50,000.00	22,800.00	Torre Evans							
82	AERO - Infrastructure Other (Capital) - Aerodromes	CBP	Aerodrome Infrastructure Other (Capital)	Sealed apron off runway next to water tank for refilling water bombers \$10,000.	10,000.00	10,046.94	Torre Evans							
84	PLANT - Plant & Equipment (Capital)		ON0 EMTRS Vehicle 2018 (3)		36,508.00	36,388.81	Torre Evans							
88	PLANT - Plant & Equipment (Capital)		N001 MO Vehicle 2018(2)		36,870.00	36,242.56	Torre Evans							
91	PLANT - Plant & Equipment (Capital)		Works Supervisor Vehicle 2018		43,000.00	35,415.91	Torre Evans							
92	PLANT - Plant & Equipment (Capital)		1NO CF Vehicle 2018		43,000.00	36,497.73	Torre Evans							
93	PLANT - Plant & Equipment (Capital)		NGN802 Gardener Vehicle 2018		28,000.00	23,677.28	Torre Evans							
95	PLANT - Proceeds from Disposal of Asset		Proceeds on Disposal - NOZ776 2013 eCombi Broons Roller		-	-	Torre Evans							
96	PLANT - Plant & Equipment (Capital)		NO592 PG LH Vehicle PG 2018		32,000.00	27,368.18	Torre Evans							
97	PLANT - Plant & Equipment (Capital)		NGN677 Toro Mower 2018 (WORKS) (PE041)		35,000.00	33,000.00	Torre Evans							
100	PLANT - Plant & Equipment (Capital)		Workshop Tool Purchase (Mechanic)		15,000.00	14,205.64	Torre Evans							
102	PLANT - Plant & Equipment (Capital)		NGN6121 1982 Twin Drum Turf Roller (WORKS)		35,000.00	34,850.00	Torre Evans							
103	TOUR - Plant & Equipment (Capital)	C/FWD	CCTV Installation NCP		10,000.00	8,500.00	Frank Ludovico							
112	ADMIN - Plant and Equipment (Capital)		1NGN CEO Vehicle 2018(2)		53,040.00	51,592.73	Torre Evans							
117	ADMIN - Plant and Equipment (Capital)		002 NGN MF Vehicle 2018		25,000.00	21,803.57	Torre Evans							
118	COMMUNITY - Plant & Equipment (Capital)		NGN 0 MLC Vehicle 2018		25,000.00	22,281.30	Torre Evans							
					1,318,986.00	1,191,306.35								

10.4 OFFICE OF THE CHIEF EXECUTIVE OFFICER

10.4.1 NARROGIN REGIONAL LEISURE CENTRE CONTRACT EXTENSION

File Reference	20.1.3
Disclosure of Interest	The Author/Authorising Officer has no any Impartiality, Financial or Proximity Interests that requires disclosure.
Applicant	Shire of Narrogin
Previous Item Numbers	Nil
Date	18 March 2019.
Author	Dale Stewart – Chief Executive Officer
Authorising Officer	Dale Stewart – Chief Executive Officer
Attachments <ol style="list-style-type: none">1. Fees and Charges Signed Contract FINAL 17 June 20142. NRLC Report February 2019 (Confidential and Under Separate Cover)3. Decision Paper February 2019 (Confidential and Under Separate Cover)4. NRLC Proposed Fees & Charges FY1920	

Summary

The Council is required to advise the YMCA of whether it is prepared to offer it the 5-year extension of the contract with respect to management of the Narrogin Regional Leisure Centre (NRLC) not less than three months prior to the cessation of the first period (30 June 2019).

In addition:

- the proposed deficit budget for the 2019/2020 financial year is required to be endorsed, together with the proposed fees and charges for that year; and
- the YMCA seeks Councils' approval of a Budget variation for the current financial year due to unforeseen revenue losses associated with aquatic centre closures during the preceding 9 months.

Background

Council entered into a management contract with the YMCA in 2014 for a 5 year period with a 5 year option at the Council's discretion (June 2014).

Council approved a Deficit Budget for contract for the 2017/18 Financial year of \$262,281 (24 May 2017).

Council approved a Deficit Budget for the contract for the 2018/19 Financial Year of \$284,706.

Comment

Extension of Term

The first consideration is whether the Council is inclined to approve the extension of the contract for a further 5-year term?

The Administration is of the view that continuation of the existing management arrangements is still the best way forward in maximising activation and participation rates of the Centre, whilst minimising undue risks associated with employment and continuation of services. The expertise, specialisation and resources of the YMCA is the overriding factor here. Whilst there has been some concerns over some aspects of the operations, these are becoming fewer and less critical.

- Should the term be extended it is however recommended that the following matters be included as an addendum, to be agreed between the parties:
- Provision of a map of the leased area and buildings.
- Clarification that the Council provides mowing services of all grassed areas within the leased area free of charge.
- Clarification that the YMCA retains all revenue of offices within the leased area (the Shire still receives revenue from the Agricultural Society).
- Clarification of inclusion of booking services of the Centre Sports Oval and Thomas Hogg Oval, with income retained by the YMCA.
- Cleaning of the Thomas Hogg Oval Toilets being at the cost of the Council.
- Clarification that the Shire no longer needs access to an office within the premise at free rent.

Sunday Trading

The other aspect is the continuation of opening of the Centre (aquatic and gym) on Sundays from 12 noon to 5pm. This trial opening is on average for the benefit of 16 users per Sunday, at an average gross revenue of \$18 per person, but at an average expense of \$42 per person. The estimated loss of specifically openings on Sundays is approximately \$20,000 per annum. If the Council wished this to continue into 2019/20, this would need to be added to the Budget submitted by the YMCA.

The Administration has recommended against this expense.

The Council, at its meeting of April 2017, resolved to approve the Sunday activities following a trial at the time.

Deficit Budget 2019/20 Financial Year

The YMCA has provided a Deficit Budget inclusive of Management Fee for the next financial year of \$286,333, only marginally more than that approved in 2018/19 of \$284,706. This is due to improvement in activation and a planned reduction in agency employment costs, notwithstanding pressures such as wage increases, CPI, etc.

It is however premised on no Sunday opening.

The Administration is proposing that the Council endorse this Budget, should they endorse a continuation of the 5-year term.

Fees & Charges

The YMCA has proposed only minor variations to the Fees & Charges pursuant to Attachment 4.

The Administration is proposing that the Council endorse this Budget, should they endorse a continuation of the 5-year term.

Budget Variation Request

The YMCA has submitted a variance to the current approved Budget Deficit, requesting an additional sum of \$181,840 (Option A), \$113,581 (Option B) or \$100,845 (Option C), dependent upon the Council's view of different aspects of the variation request. Refer Attachment 3.

The Administration is proposing that the Council request the Chief Executive Officer to discuss this request in detail, noting that the Council is not prepared to accept any additional agency / employment cost overruns (Option A) and subject to further explanation of the reduction of revenues and additional costs associated with the aquatic closures is prepared to consider Options B or C.

Consultation

- Senior management of the YMCA.
- Azhar Awang, Executive Manager Development & Regulatory Services.

Statutory Environment

There are no relevant statutory matters that relate, other than those contained within the contract.

Policy Implications

There are no relevant Council Policies that relate nor proposed policies required or proposed.

Financial Implications

Extension of the Contract involves no major financial implications.

Consideration of the request of the YMCA to vary the 2018/19 Budget to the extent of up to \$113,581 could be accommodated within the current Budget, if it was deemed justified as unforeseen and caused through no fault of the contractor. The existing Management Fee Budget provides for some \$15,000 latitude over the approved Budget, and acquisition of the proposed Building Management System, approved by the Council for acquisition hasn't yet occurred and could easily be deferred to the new financial year (\$30,000). Other savings are in the Youth Area of the Budget which has some \$50,000 unallocated, pending the completion of the proposed Youth Engagement Strategy currently being undertaken free of charge and expected to be completed by the YMCA, by late June 2019.

Clause 8.2 of the Contract provides that the contractor may submit a variation request to the Principal (the Shire) for consideration, if events beyond their control have negatively impacted upon their expenses and revenues.

The YMCA contend that the aquatic centre closures for various times during the financial year has had a direct negative effect on revenues associated with not just the aquatic side, but also the dry side to some extent – eg food sales. Also there were some water egress events that led to cancellation of some dry side events, such as a large Netball Carnival. It is proposed that the Chief Executive Officer be requested to meet with the YMCA to clearly articulate what these effects were, including the specific dates and events, for further consideration.

Initial calculations indicate that the direct aquatic revenues for the year (predicted) will be down some \$60,000 from the approved Budget.

Strategic Implications

Objective	2. Social Objective (To provide community facilities and promote social interaction)
Outcome:	2.2 Build a healthier and safer community

Voting Requirements

Simple Majority

OFFICERS' RECOMMENDATION

That, with respect to management of the Narrogin Regional Leisure Centre, Council:

1. Authorise the Shire President and Chief Executive Officer to sign a contract extension of a further 5 years from 1 July 2019, pursuant to clause 5.2 of the contract, subject to minor modifications to the existing contract via an addendum, to include matters addressed in the Officer's Report, including reversion to not opening the Centre on Sundays, as per the original contract, due to lack of patronage on that day.
2. Approve the Budget subsidy for 2019/20 Financial Year of \$286,333, noting that this is only \$1,000 greater than the 2018/19 Financial Year, subject to the Centre being closed on Sundays.
3. Endorse the proposed Fees and Charges with effect from the 2019/20 Financial Year and inclusion in the Fees & Charges Schedule for adoption in coming months.
4. Note the impact that the unforeseen aquatic centre component closures have had on the Centre's revenues and request the Chief Executive Officer to meet with the Management of the YMCA to detail the rationale of the request for a Budget Subsidy variation for Financial Year 2018/19, with a report to Council no later than June 2019 for Council's consideration as to what extent it will support that variation.

COUNCIL RESOLUTION 0319.011

Moved: Cr Ward Seconded: Cr G Ballard

That, with respect to management of the Narrogin Regional Leisure Centre, Council:

1. Authorise the Shire President and Chief Executive Officer to sign a contract extension of a further 5 years from 1 July 2019, pursuant to clause 5.2 of the contract, subject to minor

modifications to the existing contract via an addendum, to include matters addressed in the Officer's Report.

2. Approve the Budget subsidy for 2019/20 Financial Year of \$286,333, noting that this is only \$1,000 greater than the 2018/19 Financial Year, subject to the Centre remaining open on Sundays with a revised budget to reflect consideration of seasonality of use on those days.
3. Endorse the proposed Fees and Charges with effect from the 2019/20 Financial Year and inclusion in the Fees & Charges Schedule for adoption in coming months.

CARRIED 9/0

Reason for change: Items 1 and 2 were amended to reflect Council's desire to see whether Sunday patronage was higher in some months and whether this should be continued from 1 July, and to what extent. Point 4 was removed to be considered separately below.

COUNCIL RESOLUTION 0319.012

Moved: Cr Walker Seconded Cr Ward

That, with respect to management of the Narrogin Regional Leisure Centre, Council:

1. Note the impact that the unforeseen aquatic centre component closures have had on the Centre's revenues and request the Chief Executive Officer to meet with the Management of the YMCA to detail the rationale of the request for a Budget Subsidy variation for Financial Year 2018/19, with a report to Council no later than June 2019 for Council's consideration as to what extent it will support that variation.

CARRIED 9/0

**Final
17 June 2014**

Contract for the Management of Narrogin Regional Leisure Centre

Town of Narrogin

The Young Mens' Christian Association of Perth Inc



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220-222 Stirling Highway

CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: TF:NARR

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DRAFT

Details

Parties

Town of Narrogin

of 89 Earl Street Narrogin, Western Australia

(Town)

The Young Mens' Christian Association of Perth

(Registration Number 136 275 959)

trading as YMCA of Perth

of 201 Star Street, Welshpool, Perth, Western Australia

(YMCA)

Background

- A The Town has care, control and management of the Leisure Centre.
- B Following a tender process, the Town has agreed to appoint the YMCA to manage the Leisure Centre for the Contract Term on the terms and conditions of this Contract

Agreed terms

1. Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Contract:

Budgeted Deficit means the amount specified in the approved Operating Budgets as the deficit between the budgeted expenses to be incurred by the YMCA and the budgeted income to be earned by the YMCA for the budget period on an accruals basis;

Budgeted Surplus means the amount specified in the approved Operating Budgets as the surplus between the budgeted income to be earned by the YMCA and the budgeted expenses to be incurred by the YMCA for the budget period on an accruals basis;

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

Commencement Date means 22 August 2014;

Condition Audits means the further audits of all the assets at the Leisure Centre as referred to in clause 9.19;

Contract means this document as varied, amended, supplemented, novated or replaced from time to time;

Contract Term means the term of this Contract as outlined in clause 5.1;

Existing Staff means employees employed by the Town in respect of the management and operation of the Leisure Centre as at the Commencement Date;

Initial Audit means the condition audit of all the assets at the Leisure Centre referred to in **clause 9.19**;

Initial Contract Term means the period specified in **Item 1** of the Schedule;

Initial Extension means the period specified in **Item 2** of the Schedule;

KPI means Key Performance Indicators, as amended from time to time in accordance with this Contract;

Management Fee means the annual fee payable by the Town to the YMCA in consideration of the due performance by YMCA of its obligations pursuant to this Contract. The Management Fee for the Initial Contract Term is specified in **Item 2** of the Schedule;

Operating Budgets mean the approved operating budgets for the Services;

Public Holiday means a public holiday, within the meaning of the Public and Bank Holidays Act 1972, applying in Perth, Western Australia;

Leisure Centre means the Narrogin Regional Leisure Centre and for the avoidance of doubt includes all fixtures, fittings, plant, gardens and equipment provided by the Town for use at the centre. The extent of the Leisure Centre is generally outlined in red on the sketch annexed hereto as **Annexure 1**;

Re-employed Staff means Existing Staff who have accepted the YMCA's offer of employment, pursuant to **clause 3.2**;

Request for Tender means the request for tender for the management of the Leisure Centre, provision of the Youth Services, and the provision of the Seniors Recreation Services entitled '*Management of the Town of Narrogin Leisure Centre - RFT TENDER 1 – 13/14*';

Schedule means the schedule to this Contract;

Town's Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Leisure Centre by the Town at the Commencement Date or at any time during the Contract Term. An initial list of the Town's Fixtures and Fittings installed at the date of this Contract are listed in the Request for Tender;

Surplus means in relation to a financial year (or part thereof, if applicable) when the income derived by the YMCA from the Services exceeds the expenses incurred by the YMCA for the Services for the same given period on an accruals basis, but excluding depreciation;

Tender means YMCA's completed offers, response to the Selection Criteria and attachments in respect of the Request for Tender in respect of the Leisure Centre.

Tender Documents means the Request for Tender and the Tender, in so much as they relate to the management of the Leisure Centre.

Termination means expiry by effluxion of time or sooner determination of the Contract Term or any period of holding over;

Written Law includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority; and

2. Appointment

The Town appoints the YMCA, and the YMCA accepts the appointment, to manage the Leisure Centre for the Contract Term under the terms and conditions provided by this Contract and the Tender Documents.

3. YMCA's Obligations

3.1 Generally

The YMCA agrees to:

- (a) provide the Services to the Town in accordance with this Contract;
- (b) perform its obligations under this Contract in a competent and professional manner and ensure that all staff employed or subcontracted by the YMCA to carry out the YMCA's obligations are of a standard sufficient to satisfy the above obligation; and
- (c) comply with all reasonable instructions and directions issued by the Town in relation to the provision of the Services having regard to the terms of this Contract.

3.2 Transfer of Existing Staff

- (1) The Town and the YMCA covenant and agree that all Existing Staff must be offered employment with YMCA at the Leisure Centre under the same, or substantially similar terms and conditions provided by the Town, including without limitation employment on the same Western Australian or Modern Award as applicable to the Re-employed Staff's employment. Offers of employment will be subject to all Existing Staff meeting minimum employment conditions of the YMCA.
- (2) The Town will be responsible for all entitlements accumulated by Existing Staff until the Commencement Date and the YMCA will be responsible for all entitlements accrued by Re-employed Staff during the Contract Term.
- (3) In relation to Re-employed Staff, the parties covenant and agree as follows:
 - (a) the Town must provide YMCA with full records of employment, including all disciplinary, training, workers compensation accrued long service leave and annual leave;
 - (b) the YMCA must honour all accrued annual leave and in consideration of such the Town will pay to the YMCA all accrued annual leave as at the Commencement Date;
 - (c) the YMCA must honour all accrued long service leave and in consideration of such the Town will pay to the YMCA the Town's share of the long service leave accrued from the date of employment with the Town until the Commencement Date at the time each Re-employed Staff member takes its long service leave entitlement This amount is to be confirmed in writing by the Town as at the Commencement Date and the amount held in a specified reserve account, established under the provisions of the *Local Government Act 1995*, for the YMCA for this purpose. ;
 - (d) subject to paragraph (e) below accrued sick leave will not be transferred; and
 - (e) notwithstanding paragraph (d) above, in the event a Re-Employed Staff member:

- (i) reasonably requires more than ten days sick leave during the first year of the Contract Term; and
- (ii) that staff member had sick leave accrued at the Commencement Date

the Town will pay to the YMCA accrued sick leave for additional days of sick leave in the first year of the Contract Term (over and above the sick leave accrued during the employment with YMCA).

3.3 Initial Adjustments and Payments

- (1) The Town covenants and agrees to pay the YMCA a cash payment of all membership fees that have been collected by the Town for active pre-existing members that will accrue during the Contract Term.
- (2) The YMCA covenants and agrees to pay to the Town a cash payment, determined by the parties acting reasonably, for the value of all existing stock as at the Commencement Date and following such payment ownership of such stock will be transferred to the YMCA.
- (3) The YMCA agrees to honour all existing contracts in respect of the Leisure Centre, including without limitation all existing gym memberships.

4. YMCA to comply with Tender

YMCA shall at all times comply with the Tender submitted by it and with any acceptance by the Town of that Tender.

5. Contract Term

5.1 Initial Contract Term

The Contract Term is the Initial Contract Term and any period for which the operation of the Contract is extended under **clause 5.2**, if any.

5.2 Extension of Contract

- (1) The Town may in its sole discretion extend this Contract for the Initial Extension provided the Town gives the YMCA written notice of its intention to put into effect the Initial Extension at least three months prior to the expiry of the Initial Contract Term.
- (2) In the event the Town exercises its right to enforce the Initial Extension, the terms and conditions of this Contract will apply to the Initial Extension except for **clause 5.2**.

6. Contract Payments

6.1 Management Fee

Subject to compliance with **clause 6.5**, the Town covenants and agrees to pay to YMCA the Management Fee in monthly instalments over the Contract Term.

6.2 Payments by the Town for Budgeted Deficits

- (1) The Town must make the payment or payments specified in the approved Operating Budgets as the Budgeted Deficit for the Services by one annual advance payment in August of each year, provided that the Town is not required to make any payment to the Contractor in respect of any of the Services which are not performed or are not performed in accordance with this Contract.

- (2) If requested by the Town or its representative, the Contractor must certify in a manner required by the Town or its representative, which may include a statutory declaration that it has:
 - (a) paid all wages and allowances owing to any of its employees;
 - (b) paid all amounts due to any party to which it has sub-contracted any of its rights and obligations under this Contract; and
 - (c) made any payments that it is required to make in respect of the YMCA's plant and equipment.

6.3 Payments by the Contractor to the Town for Budgeted Surpluses

The Contractor must make the payment or payments specified in the approved Operating Budgets as the Budgeted Surplus for the Services, at the end of financial year.

6.4 Sharing of Operational Surplus

- (1) If the YMCA generates a Surplus as at 30 June during any year of the Contract Term, the Surplus will be split equally between the Town and YMCA.
- (2) The YMCA must submit a profit/loss statement for the Services by 31 July in each year for examination by the Town or its representative.
- (3) When determining the Surplus, the following costs incurred by the YMCA must not be included in the operational costs for the purpose of this calculation:
 - (a) losses incurred by failing to insure its assets or cash collected;
 - (b) costs to make and remove alterations and additions made at the Leisure Centre without the Town or its representative's prior written approval;
 - (c) costs to rectify services and the damage caused when the relevant service authority approval was not obtained;
 - (d) costs and losses incurred in the misappropriation or theft of income;
 - (e) costs of repairing damage caused by non-conformance with manufacturers and suppliers, warranties and direction; and
 - (f) losses incurred due to operational interruption caused as a result of Contractor error or failure to comply with contract requirements including the requirement to service and maintain plant.
- (4) Within 60 days of both parties agreeing on the value of the Surplus, YMCA must pay any amount owing to the Town.

6.5 Tax Invoices

- (1) Where monthly payments are due to be paid to the YMCA, the YMCA must provide a tax invoice to the Town by the 13th day of the month for Services provided during the previous calendar month.
- (2) The Town agrees to pay any validly provided tax invoice, within 30 days of receipt.

6.6 Full Payment for Services

The YMCA acknowledges and agrees that payment of the amounts specified in this clause will constitute full payment for the provision of the Services.

7. Operating Budgets

7.1 Obligation to comply with approved Operating Budgets

- (1) The YMCA must use its best endeavours to implement and comply with the approved Operating Budgets for the Services.
- (2) The YMCA must not vary or alter expenditure in the Operating Budgets, unless otherwise approved by the Town in writing.
- (3) The YMCA must communicate with the Town in writing in respect of any major budget variations.
- (4) The parties acknowledge that it is anticipated that any variance between the Operating Budgets and the actual results will be minimal. A variance analysis is required to be provided in respect of any variations within a timely manner.

7.2 Review of Budgets

- (1) The approved Operating Budgets for the first year of the Contract Term will be the Operating Budgets provided by the YMCA as part of the Tender, with any changes to such budgets agreed by the Town and the YMCA in writing.
- (2) The Operating Budgets will be reviewed annually in March in each year of the Contract Term.
- (3) By 28 February in each year of the Contract Term except for the last year, the YMCA must submit to the Town the proposed Operating Budget for the next financial year for the Services for the Town's approval. The proposed Operating Budgets must be fully itemised and be in a form generally acceptable to the Town.
- (4) The Town (and where applicable its Council) will review the proposed operating budgets, and advise the YMCA in writing if the proposed Operating Budgets are approved.
- (5) The Town covenants and agrees to act reasonably, and not to unreasonably fail to approve or withhold approval to the proposed Operating Budgets.
- (6) If the Town does not approve the proposed operating budgets it will, within 14 days of advising the YMCA of its decision not to approve the proposed operating budgets (or part thereof), provide to the YMCA written reasons for the decision not to approve the proposed operating budgets, and will provide the YMCA with a reasonable opportunity to submit a further proposed operating budget.

8. Variations to Services & Budgets

8.1 Variation to Services

- (1) During the Contract Term, the Town or its representative may by written notice to the YMCA direct the YMCA to:
 - (a) alter the extent of the Services;
 - (b) alter the character, quality or mode of performance of the Services; or

- (c) carry out any work of a character similar to the Services.
- (2) The direction of a variation by the Town or its representative under paragraph (1) above will not in any way vitiate or invalidate the Contract.
 - (3) The value, if any, of any variation must be added to or subtracted from the Management Fee. The value of each variation must be determined by the Town or its representative by applying:
 - (a) any relevant rates or prices contained in this Contract or the Tender Documents which are expressly stated to be provided for the purposes, or partly for the purposes, of this clause;
 - (b) reasonable rates or prices, if there are no rates or prices contained in this Contract or the Tender Documents which are expressly stated to be provided for the purposes, or partly for the purposes, of this clause; or
 - (c) if the variation involves a decrease in the Services or the omission of part of the Services, the Town or its representative must make a reasonable allowance for the YMCA's profit and overheads in the Operating Budgets.

8.2 Variation for reasons beyond the YMCA's reasonable control

- (1) Subject to paragraph (2) below, the Town and the YMCA agree that the approved Operating Budgets may be varied by the Town in an amount or amounts determined by the Town, acting reasonably and in consultation with the YMCA, for a reason or reasons beyond the reasonable control of the YMCA, including but not limited to:
 - (a) acts of God, including fire, bushfire, lightning, storm, tidal wave, cyclone, hurricane, earthquake, landslide, mudslide, washouts and flood;
 - (b) epidemics, public health scares or outbreaks of disease;
 - (c) war, revolution or other state of armed hostility of a like nature;
 - (d) insurrection, civil disturbances or riot (except where arising within the custodial areas);
 - (e) collisions or accidents which constitute a major catastrophe, an example being an aircraft crash or nuclear contamination;
 - (f) unavailability or lack of reasonable availability in the State of labour;
 - (g) a strike, lockout, or other industrial disturbance or restraint of labour which also involved employees; and
 - (h) an action or event which occurs which could not at the time of preparing the Operating Budgets for the year, have been reasonably been expected to occur and which has or could materially alter the capacity of the YMCA to operate within the parameters of the approved Operating Budgets.
- (2) Prior to varying the approved Operating Budgets in accordance with paragraph (1), the YMCA must provide to the Town reasonable evidence within a reasonable period of time, as to the need for the amendment to the approved Operating Budgets and the steps taken by the YMCA to minimise the impact upon the approved Operating Budgets.

9. Management of Leisure Centre

9.1 Generally

The YMCA agrees to supervise and manage the Leisure Centre:

- (a) in accordance with this Contract; and
- (b) within the agreed Budget parameters.

9.2 Management and Supervision of Staff

The YMCA agrees to:

- (a) be fully responsible for the appointment, supervision, training and remuneration of staff necessary to adequately provide the Services;
- (b) employ staff who have appropriate educational qualifications and experience to effectively carry out the functions as assigned to them;
- (c) ensure that all tasks are undertaken by suitably trained or qualified employees; and
- (d) maintain approved records of staff and make such records available to the Town upon request. Staff records must include details of staff rosters, together with all necessary qualifications, training, and other details relevant to the performance of the Services.

9.3 Fees and Other Outgoings

- (1) The YMCA must pay all fees, charges and costs incurred in its performance of the Services, the management and operation of the Leisure Centre, except as expressly stated otherwise in this Contract.
- (2) The obligation in paragraph (1) above includes but is not limited to the fees and costs outlined in part 4.4.10 of the Request for Tender.

9.4 Permitted Use

The YMCA must not use, or permit to be used, the Leisure Centre:

- (a) for any illegal, immoral, objectionable, noxious, noisy or offensive purpose nor for any nuisance or inconvenience to the Town or any other person; or
- (b) for any purpose other than the provision of Services as agreed under the Contract without the prior written approval of the Town or its representative.

9.5 Fees and Charges for the Leisure Centre

- (1) Fees and charges for the Leisure Centre must be approved by the Town, as part of the approval of the Operating Budget process.
- (2) Fees and charges for the Leisure Centre will be reviewed by the Town on an annual basis, and in that regard:
 - (a) the YMCA must provide to the Town or its representative for each facility at the Leisure Centre a schedule of proposed prices for the following financial year by 31 January each year; and

- (b) all price changes must be approved by the Town as part of the annual budget process.

9.6 Programmes & Promotion

The YMCA agrees to:

- (a) implement and operate all programmes referred to in the Tender Documents or otherwise approved by the Town in writing, unless otherwise agreed by the Town;
- (b) establish, market and promote special events and programmes to be held at the Leisure Centre; and
- (c) implement, pending the results feasibility studies, access to the gym on a 24 hour basis.

9.7 Access and Supervision

The YMCA agrees:

- (a) to provide supervised access to the Leisure Centre by the general public for at least the minimum hours specified in **Item 4** of the Schedule, unless otherwise agreed by the Town in writing; and
- (b) to ensure that supervision of patrons and clients complies with industry guidelines, standards and best practice.

9.8 Establishment of Bank Accounts and Collection of Income

The YMCA agrees:

- (a) to establish and maintain a separate bank account for the Services (**Bank Account**);
- (b) any transaction on the Bank Account and cheques drawn by the YMCA will only occur on the approval of the Centre Manager and in a manner to be agreed between the YMCA and the Town and must be in accordance with the Operating Budgets and the terms and conditions of this Contract;
- (c) to collect all income from the Leisure Centre in accordance with the fees and charges approved by the Town;
- (d) that any income collected in advance for the Services must be reconciled and audited by an approved entity and the audited income forwarded to the Town prior to the expiry or earlier termination of the this Contract;
- (e) that it shall be strictly responsible for the security and banking of all income received; and
- (f) that it shall be responsible for all bank fees, charges and taxes and other requirements associated with the maintenance of any such accounts and all costs associated with the security, insurance and transportation of all monies.

9.9 Recording of Income and Expenditure

The YMCA agrees:

- (a) all orders and authorities for expenditure at the Leisure Centre will be approved by the Centre Manager within the operating policies and procedures of the YMCA;

- (b) to accurately and transparently record all income and expenditure associated with the operation of the Leisure Centre and this Contract;
- (c) an appropriately qualified person must maintain and prepare all financial records associated with this Contract;
- (d) to ensure that all financial reports for the Services are prepared in accordance with accepted accounting standards, reconciled and reflect a true statement of the financial performance of this Contract;
- (e) that all records associated with the Services are to be made available to the Town upon written request;
- (f) to be responsible for all costs associated with the maintenance of financial reports including the annual audit; and
- (g) that the Town may conduct an independent financial audit on the Services. The cost of such audit will be borne by the Town; unless unacceptable errors in the financial recording and reporting not of a minor nature are proven to exist in which case the YMCA will be responsible for audit costs.

9.10 Financial Reports

The YMCA agrees to:

- (a) maintain an appropriate system of accounting based on double entry bookkeeping principles made up of a minimum of a cash book, a ledger, an asset register and journals on an accrual basis of accounting in conformity with Australian Accounting Standards and generally accepted good financial management principles and practices;
- (b) prepare and provide to the Town in an agreed format monthly financial reports and statements for the Leisure Centre;
- (c) prepare in a manner and form agreed between the YMCA and the Town, financial statements and annual returns for the Leisure Centre for each financial year (or part thereof) of the Contract Term;
- (d) ensure that the financial statements and annual returns are audited by a suitably qualified auditor. The identity of the auditor is to be agreed between the Town and the YMCA; and
- (e) provide audited financial statements and annual returns (**Audited Accounts**) for the Services and provide copies of the Audited Accounts to the Town, no later than 31 October in each year of the Contract Term.

9.11 Monthly Meetings & Reports

- (1) Unless otherwise agreed by the parties in writing, the Town and the YMCA must meet on a monthly basis, at a mutually convenient time, to review and discuss the operation of the Leisure Centre.
- (2) Prior to the 21st of each month of the Contract Term, the YMCA must provide to the Town separate written reports concerning the operation of the Leisure Centre during the previous month. The monthly reports must be in a form reasonably required by the Town and include:
 - (a) income and expenditure statements for the Services for the relevant period;

- (b) a statement of variations between the Operating Budgets and the actual results achieved for the year to date with explanations of variances;
- (c) a statement of the capital expenditure items and maintenance items in respect to the Leisure Centre for the relevant period. All repairs and maintenance items that have been carried out during the period must be outlined and any repairs or maintenance that are recommended by the YMCA for the relevant period;
- (d) a statement of marketing expenses, programmes and initiatives for the Services for the relevant period and year to date;
- (e) a report on incidences in the Leisure Centre for the relevant period for which claims are or may be made against the Town or the YMCA, and other relevant details concerning insurances;
- (f) advice on prevailing market conditions and the settling of fees and charges for the relevant period;
- (g) customer feedback received for the relevant period;
- (h) reporting in relation to the outcomes and KPI's established as part of the Contract and refined through annual business planning;
- (i) any negligent damage caused to the Leisure Centre or the assets of the Leisure Centre must be reported, including any damage caused by the YMCA or its agents, employees and subcontractors for the relevant period; and
- (j) any information on the Leisure Centre and this Contract reasonably required, and requested in writing, by the Town.

9.12 Annual Reports and Forward Plans

- (1) The YMCA must provide a comprehensive annual report, by 31 October of each year of the Contract Term, concerning the operation of the Leisure Centre during that financial year (or part thereof). The annual reports must be in a form reasonably required by the Town and include:
 - (a) audited income and expenditure statements for the Services for the relevant period;
 - (b) a statement of variations between the Operating Budgets and the actual results achieved for the year to date with explanations of variances;
 - (c) a statement of the capital expenditure items and maintenance items in respect to the Leisure Centre for the relevant period. All repairs and maintenance items that have been carried out during the period must be outlined and any repairs or maintenance that are recommended by the Leisure Centre for the relevant period;
 - (d) a statement of marketing expenses, programmes and initiatives for the Leisure Centre for the relevant period and year to date;
 - (e) a report on business plan outcomes and KPI's;
 - (f) a report on incidents in the Leisure Centre for the relevant period for which claims are or may be made against the Town or the YMCA, and other relevant details concerning insurances;
 - (g) advice on prevailing market conditions and the settling of fees and charges for the relevant period;

- (h) customer feedback received and actions to resolve for the Leisure Centre for the relevant period; and
 - (i) any information on the Leisure Centre, and this Contract reasonably required, and requested in writing, by the Town.
- (2) The YMCA must provide a separate comprehensive forward plan report, by 31 January of each year of the Contract Term, concerning the operation of the Leisure Centre during the following financial year (or part thereof). The forward plan report must be in a form reasonably required by the Town and include:
- (a) an annual comprehensive business plan for the Leisure Centre, including proposed reportable outcomes and refined KPIs;
 - (b) an annual marketing strategy for the Leisure Centre, in a form acceptable to the Town and including without limitation:
 - (i) an outline of promotions for the relevant facilities of the Leisure Centre, including an organisational policy regarding discounting;
 - (ii) a branding strategy; and
 - (iii) how the promotions will be resourced;
 - (c) any information on the Leisure Centre and this Contract reasonably required, and requested in writing, by the Town.

9.13 Insurance Obligations

- (1) The YMCA must effect and maintain with reputable insurers:
- (a) public liability insurance, in the name of the YMCA and noting the Town's interest in the Leisure Centre, for a sum not less than twenty million dollars (\$20,000,000) in respect of any one claim;
 - (b) a policy of employers' indemnity insurance, including workers' compensation insurance in respect of all employees (including part-time and casual employees) of the YMCA employed in or in connection with the Services;
 - (c) a policy of personal accident insurance, in respect of all volunteers of the YMCA employed in, or in connection with the Services;
 - (d) professional indemnity insurance to cover the performance of its obligations under this Contract, to the amount of not less than ten million dollars (\$10,000,000);
 - (e) fidelity guarantee insurance for a sum not less than twenty five thousand dollars (\$25,000);
 - (f) comprehensive motor vehicle insurance policy with a cover equivalent to the value of the vehicles to be used in the performance of the YMCA's obligations under this Contract; and
 - (g) comprehensive plant & equipment insurance policy with a cover equivalent to the value of the YMCA's plant & equipment to be used in the performance of the YMCA's obligations under this Contract.
- (2) In the event that the YMCA wishes to undertake a programme or event which is not covered by its insurance, prior to undertaking such programme or event the YMCA must obtain adequate

special event insurance for the event or programme or arrange for such programme or event to be covered by its insurance. For information purposes only, as list of programmes covered by YMCA's insurance, as at the date of this Contract, is annexed hereto as **Annexure 3**.

- (3) In respect of the insurances required by paragraph (1) of this clause, the YMCA must:
- (a) at the time of submitting annual invoice for a Budget Deficit in July/August each year (of if there is no Budget Deficit on 31 August 2014), supply to the Town details of the insurances and give to the Town copies of the certificates of currency in relation to those insurances;
 - (b) promptly pay all premiums and produce to the Town each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
 - (c) notify the Town immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.
- (4) The Town will effect and maintain building and contents insurance covering all of the Leisure Centres' buildings and contents thereof, for their full insurable value, against all usual risks including, without limiting the generality of the foregoing, loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rain, water, water damage, leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft, and articles dropped therefrom and similar such risks.

9.14 Indemnity

The YMCA will indemnify and keep indemnified the Town from and against all claims, actions, demands, loss, damages, costs and expenses incurred by the Town in respect of anything done or omitted to be done in good faith in the exercise of the powers conferred on the YMCA by this document or in the carrying out of the duties and functions of the YMCA under this Contract.

9.15 Cleaning

The YMCA must:

- (a) maintain the Leisure Centre in a hygienic, clean and litter free state at all times;
- (b) operate under a schedule of cleaning that ensures regular checks each day of all amenities and includes periods of cleaning activity that will have minimal disruption to the provision of service to patrons; and
- (c) keep the immediate surrounding area clear of all litter and rubbish and at least once per day pick up all litter and rubbish in the area.

9.16 Maintenance & Servicing

- (1) The YMCA must ensure that the Leisure Centre and all fixtures, fittings, plant and equipment within the Leisure Centre are serviced and maintained, at its cost, in accordance with the recommended manufacturer's, supplier's and installer's instructions, until the expiry or termination of this Contract.
- (2) The YMCA must maintain the Leisure Centre in accordance with the Town's reasonable requirements.

- (3) Notwithstanding any other provision of this Contract, failure of plant or equipment due to non-compliance by the YMCA with instructions and warranty specifications given to the YMCA by the Town in accordance with sub-clause 9.20(2) may result in the YMCA bearing the full costs of repairs.

9.17 YMCA's Repair Obligations

- (1) Subject to sub-clause (2), the YMCA must promptly and to the satisfaction of the Town repair any damage; or replace any damaged item in respect of (but not limited to):
- (a) the Leisure Centre fittings, fixtures, plant and equipment;
 - (b) amenities and all attachments;
 - (c) buildings; and
 - (d) grounds maintenance including lawns, garden beds and reticulation repairs.
- (2) The YMCA will not be required to effect any repairs or replacement where:
- (a) the type of damage or defect giving rise to the need for the repair or replacement is covered by any warranty, whether express or implied;
 - (b) the repairs or replacement are of a capital or structural nature; or
 - (c) the cost will exceed \$5,000.
- (3) The YMCA must promptly and to the satisfaction of the Town repair all vandalism to Leisure Centre and invoice the Town along with a summary report for all vandalism costs on a monthly basis.
- (4) Where the cost of repairs or replacement exceeds \$5,000 in respect of subclauses (1) and (2) above the YMCA must, without delay, provide the Town with two written quotations verifying the cost.
- (5) The Town reserves the right to seek an alternative quotation where it believes the value of the repairs or replacement in respect of subclause (3) above can be undertaken for less than \$5,000.
- (6) Where the Town exercise its rights under subclause (4) and the quotation received by the Town confirms the repairs or replacement can be undertaken for less than \$5,000 the YMCA must accept the quotation and proceed to have the item or items immediately repaired or replaced.
- (7) The YMCA must remove to the satisfaction of the Town, all graffiti from Leisure Centre and invoice the Town along with a summary report for all graffiti costs on a monthly basis. All trace of the graffiti must be removed within 48 hours and the surface reinstated to its previous condition.
- (8) All graffiti and vandalism acts must be reported to the Police and the Town within 24 hours of the YMCA becoming aware of the graffiti or vandalism.
- (9) All maintenance must be recorded and reported to the Town at the monthly meetings.

9.18 Make Good Damage

Notwithstanding any other provisions of this Contract, the YMCA must make good any loss or damage to any property of the Town caused by the negligence or default of the YMCA or any of its agents, employees and subcontractor of the YMCA.

9.19 Condition Audit of the Leisure Centre

- (1) The YMCA and the Town or its representative within four months of the Commencement Date will undertake a condition audit of all the assets at the Leisure Centre, including the Leisure Centre itself.
- (2) The YMCA and the Town or its representative will undertake further condition audits of all the assets at the Leisure Centre, including the Leisure Centre themselves, at 12 monthly intervals and again not later than 3 months before the end of each Contract Term.
- (3) The purpose of the Initial Audit and Condition Audits is to evaluate and compare the condition of the Leisure Centre during the Contract and at the end of each Contract Term with the condition at the Commencement Date.
- (4) Subject to sub-clause (6), any deterioration of the condition of the Leisure Centre or its assets identified by the Condition Audits, fair wear and tear excepted, must be rectified at the YMCA's expense within 30 days of receipt of the Condition Audit.
- (5) Subject to sub-clause (6), unless otherwise directed by the Town or its representative, the YMCA must replace within seven (7) days at its cost all missing assets identified by the Condition Audits.
- (6) Where any deterioration of the condition of the Leisure Centre or its assets or any missing assets are identified by the Condition Audits and the matter is subject to a claim on any insurance policy then the YMCA is not obliged to rectify the condition or replace the assets until a reasonable time after either the claim has been allowed and paid by the insurer or declined by the insurer as the case may be PROVIDED that if any deterioration of the condition of the Leisure Centre or its assets or any missing assets is adversely impacting upon the YMCA's ability to comply with its obligations under this Contract in the Town's reasonable opinion, the Town may issue the YMCA a notice requiring the YMCA to rectify such deterioration of the condition of the Leisure Centre or its assets within a reasonable period time as specified in the notice.
- (7) One month prior to the end of each Contract Term, the YMCA and the Town or its representative will undertake a final audit to ensure compliance with any previous Condition Audit.
- (8) If the YMCA fails in any of its obligations under this subclause, the YMCA must:
 - (a) permit the Town or its representative, its agents, contractors or workmen to enter upon the Leisure Centre to carry out any necessary remedial works; and
 - (b) pay on demand all costs incurred by the Town in the performance of remedial work as a liquidated debt.

9.20 Town's Fixtures and Fittings

- (1) For the purpose of this Contract, the YMCA will have the right to use the Town's Fixtures and Fittings.
- (2) On the Commencement Date the Town must give to the YMCA all written instructions and warranty specifications for the Town's Fixtures and Fittings.
- (3) The Town's Fixtures and Fittings will remain the property of the Town at all times and must be maintained, repaired or replaced (as the case requires) in accordance with this Contract.
- (4) For the avoidance of doubt, the Town's Fixtures and Fittings are included within the definition of "Leisure Centre".
- (5) The YMCA must maintain at all times an accurate register of all of the Town's Fixtures and Fittings, and must permit the Town to inspect the register upon reasonable notice.

9.21 Alterations & Additions the Leisure Centre

- (1) Except in the case of emergency, the YMCA must not, without the prior written consent of the Town or its representative, alter or interfere with the Leisure Centre or its surrounds, including gas, electricity, water supply, sewerage, drainage, telephone and communication services.
- (2) The YMCA must not make or permit to be made, any alterations or additions to the Leisure Centre or the Town's Fixtures and Fittings without the prior written consent of the Town or its representative.
- (3) Any alterations or additions which have been approved in writing by the Town or its representative must be carried out in accordance with plans and specifications and by workmen, builders and trades persons approved by the Town or its representative.
- (4) At any time, if so required by the Town, the YMCA must remove any alterations and additions made, which were not prior approved in writing by the Town. The YMCA must make good any damage occasioned to the Leisure Centre or surrounds by such removal and reinstate the Leisure Centre and its surrounds to its former condition.

9.22 Security of Leisure Centre

- (1) The YMCA must ensure the Leisure Centre, including all fixtures and fittings, are appropriately secured at all times.
- (2) The YMCA must adhere to all security protocols for the Leisure Centre and manage all out of hours security situations.

9.23 Report Defects

- (1) The YMCA must immediately report to the Town in writing:
 - (a) any structural report or defect, or any major maintenance in respect of the Leisure Centre;
 - (b) any non-compliance or breach of any Written Law; and
 - (c) all notices, orders and summonses received by the YMCA and which affect the Leisure Centre.

9.24 Permit Town to Inspect and Repair

- (1) Subject to sub-clause (2), the YMCA agrees to permit the Town and its agents with or without workmen and others, and with or without plant and equipment at all reasonable times to enter upon the Leisure Centre and all parts thereof to view the condition thereof and to take inventories of the Town's fixtures therein and to effect such repairs, maintenance and amendments as shall be required by the Town.
- (2) In exercising its rights in sub-clause (1), the Town must, and must ensure that its agents, cause as little interference to the YMCA's use of the Leisure Centre as possible.

9.25 Compliance with Laws

The YMCA agrees to comply with and ensure that its employees, subcontractors and agents comply with and observe the provisions of all Acts, statutes, local laws and regulations which relate to the Leisure Centre and/or the operation of the Leisure Centre by the YMCA.

9.26 Occupation Safety & Health Obligations

- (1) So far as is practicable, the YMCA agrees to provide and maintain a working environment for its employees and members of the public that is safe and without risk to health.
- (2) The YMCA must comply with, and ensure that its agents, employees and subcontractors comply with any Acts, regulations, local laws, codes of practice and Australian Standards which are in any way applicable to the performance of the Services and Occupation Safety & Health.

9.27 Customer Service

- (1) The YMCA must:
 - (a) provide an efficient, responsive and friendly customer service at all times;
 - (b) ensure its staff are well presented, trained and educated in the policies and practices associated with providing the required Services;
 - (c) provide a recognised customer feedback mechanism so that patrons are encouraged to provide comments and feedback to the YMCA on the services offered;
 - (d) respond to customer feedback with relevant comments and responses; and
 - (e) provide the Town with a summary of feedback in a monthly report.
- (2) The YMCA must implement a complaints handling process in accordance with best practice. The process must include a register of all complaints and associated actions.
- (3) The YMCA must provide to the Town upon request copies of all complaints and the YMCA's responses.
- (4) Any complaint that could have safety implications or other implications that could gain external media or have political ramification must be notified to the Town in writing immediately.
- (5) The YMCA must respond to any written complaint within 5 days of receipt.

9.28 Benchmarking & KPI's

- (1) The YMCA must comply with, implement and report on approved KPI's and benchmarks, in respect of the operation of the Leisure Centre.
- (2) The approved KPI's for the first year of the Contract Term will be KPI's agreed by the Town and the YMCA in writing.
- (3) The agreed KPI's will be reviewed annually in March in each year of the Contract Term.
- (4) On 28 February in each year of the Contract Term, the YMCA must submit to the Town the proposed KPI's for the next financial year for the Town's approval.
- (5) The Town (and where applicable its Council) will review the proposed KPI's, and advise the YMCA in writing if the proposed KPI's are approved.
- (6) The Town covenants and agrees to act reasonably, and not to unreasonably fail to approve or withhold approval to the proposed KPI's.
- (7) If the Town does not approve the proposed KPI's it will, within 14 days of advising the YMCA of its decision not to approve the proposed KPI's (or part thereof), provide to the YMCA written

reasons for the decision not to approve the proposed KPI's, and will provide the YMCA with a reasonable opportunity to submit further proposed KPI's.

- (8) The KPI's and associated benchmarks, and the YMCA's performance in compliance with the approved KPI's, will need to be fully justified and reported on at monthly and quarterly meetings.
- (9) The Town and the YMCA may agree as part of the agreed KPI's to a risk/reward system.

9.29 Signs and Sponsorship

The YMCA must not enter into any signage or sponsorship arrangements or display any signs or advertisements at the Leisure Centre, without the written consent of the Town.

9.30 Privacy

- (1) The YMCA will ensure, at all times, that the privacy of all its staff, subcontractors, records and financial management is maintained, and that the privacy of all users of the Leisure Centre is maintained.
- (2) Any confidential or privileged information is to be concealed from unauthorised persons at all times, unless the YMCA has written consent otherwise.

9.31 Maintain Town's Reputation

- (1) The YMCA and its agents, employees and subcontractors must not say or do anything which brings the Town into disrepute or damages the reputation of the Town.
- (2) The YMCA and its agents, employees and subcontractors must not make any public statements:
 - (a) which may be detrimental to the Leisure Centre or the interests of the Town; or
 - (b) about any aspect of this Contract.
- (3) The parties acknowledge that this subclause will not prevent the YMCA from making any statements of a promotional or marketing nature in respect of the Leisure Centre.

9.32 Records Retention and Disposal

- (1) All records relating to the Town, including but not limited to all membership and client details and accounting records, shall be retained for a minimum period of seven (7) years, after which they shall be referred to the Town's Senior Records Officer for the application of the appropriate retention and disposal schedules as defined in the General Disposal Authority for Local Government Records as administered by the State Records Office of Western Australia.
- (2) The YMCA will refer the records to the Town's Senior Records Officer after seven (7) years or such longer period as may be required for the YMCA to comply with regulatory, legislative, revenue or reporting requirements.
- (3) Nothing in sub-clause (1) requires the YMCA to provide to the Town any details or documents where to do so would involve the YMCA in a breach of the *Privacy Act 1988* (Cth).

9.33 Comply with directions from the Town

The YMCA must comply, as soon as practicable, with any written direction given by the Town concerning the supply of the Services.

9.34 YMCA's Representative

The YMCA must:

- (a) appoint a competent person to be responsible for the day to day performance of the Services and the supervision of all persons employed or engaged in carrying out the Services (**YMCA's Representative**);
- (b) provide to the Town as soon as practicable after the Commencement Date the name, address and telephone number of the YMCA Representative;
- (c) notify the Town immediately should a new YMCA Representative be appointed; and
- (d) ensure that the YMCA Representative is available and able to be contacted by the Town during the hours during which the Leisure Centre is open.

9.35 Regulation of Entry and Power of Removal

The Town authorises the YMCA to:

- (a) remove from the Leisure Centre any person who in the opinion of the YMCA has acted in a manner that will or may endanger the safety or wellbeing of themselves or other users of any of the Leisure Centre or the YMCA's staff or contractors or who otherwise conducts himself or herself in a manner that causes offence or annoyance or amounts to a breach of any rules imposed by the YMCA for the use of the Leisure Centre; and
- (b) refuse entry to any of the Leisure Centre to any person who has been removed from the Leisure Centre for any of the reasons referred to in sub-clause (a) or in the opinion of the YMCA is likely to act in a manner that will give rise to the right to remove the person in accordance with sub-clause (a).

10. Town's Warranties and Indemnity

10.1 Warranties

The Town warrants to the YMCA that:

- (a) the Town is the legal and beneficial owner of the Town's Fixtures and Fittings and is entitled to give possession of them to the YMCA pursuant to this Contract;
- (b) the Town's Fixtures and Fittings are in good repair and condition, free of defects and fit for the purpose of the YMCA providing the Services; and
- (c) the Leisure Centre is, and will be, safe and suitable for their intended use, including complying with all Written Laws
- (d) Existing Staff are fully competent, qualified and fully fit to perform all tasks associated with their role;
- (e) there are no existing, threatened or pending claims, including but not limited to pay claims or occupational health and safety claims, involving any of the Re-employed Staff, and there are no facts or circumstances known to the Town which are likely to result in such a claim;
- (f) the Town has made all superannuation contributions required under any industrial award and the *Superannuation Guarantee (Administration) Act 1992* (Cth) and related legislation for the Re-employed Staff up to the Commencement Date;

- (g) Existing Staff are employed under the correct industrial award and all terms and conditions of employment, including the payment of wages and entitlements, are in accordance with the applicable industrial legislation and awards; and
- (h) any contractors and the employees of contractors engaged by the Town are independent contractors and are not employees of the Town.

10.2 Indemnity

- (1) The Town must indemnify and keep indemnified the YMCA from and against all claims, actions, demands, loss, damages, costs and expenses including legal expenses incurred by the YMCA by reason of the Town's breach of a warranty or the warranties in sub-clause 10.1. Warranties

10.3 Major Maintenance and Structural Repair

- (1) The Town will attempt to rectify any major maintenance or structural defect or problem within a reasonable amount of time, having consulted with its Council if applicable.
- (2) Following notice of such major maintenance or structural defect of problem by the YMCA, the Town and the YMCA will liaise to determine the priority and urgency of such defect or problem and the steps required to remedy such defect or problem.

10.4 Capital Works and Renovations

- (1) The Town may allocate funds within the Budgets for capital works to be carried out at the Leisure Centre.
- (2) The extent and timing of the proposed capital works will be outlined to the YMCA in writing.
- (3) With the exception of capital works outlined in this Contract or in the Operating Budgets, in the event the YMCA considers that capital works undertaken by the Town have caused a loss or diminution of income or revenue earned, the YMCA may request an alteration of the Operating Budgets for that period, and the Town will review such request in good faith.
- (4) Except in the case of urgent works the Town shall give a minimum of two months' notice of such works.

10.5 Indemnity

The Town will indemnify (and keep indemnified), the YMCA from and against all claims, actions, demands, loss, damages, costs and expenses incurred by the YMCA in respect to anything done or omitted to be done in good faith in the exercise of the powers conferred on the Town by this document or in the carrying out of the duties and functions of the Town under this Contract.

10.6 YMCA Exempt from Rates and Taxes

The Town acknowledges that the YMCA is a benevolent institution and is exempt from local government rates and taxes.

11. Subcontracting and assignment

11.1 Prior written consent required for Subcontracting

- (1) Except as referred to in the Tender, the YMCA must not subcontract the whole or any portion of its rights and obligations under this Contract, except with the prior written consent of the Town which may be given subject to such conditions as the Town considers appropriate.
- (2) With any application for the consent of the Town to any subcontracting, the YMCA must provide any information required by the Town, including, but not limited to, evidence that a proposed subcontractor will be capable of performing any obligations of the YMCA under this Contract that it may be required to perform.
- (3) Unless otherwise agreed in writing by the Town, no subcontracting of any rights or obligations of the YMCA under this Contract will relieve the YMCA from any liability under this Contract or at law in respect of the performance or purported performance of this Contract and the YMCA will be responsible for the acts and omissions of any subcontractor, as if they were the acts or omissions of the YMCA.

11.2 Prior written consent required for assignment

The YMCA must not assign the whole or any portion of this Contract, except with the prior written consent of the Town which may be given subject to such conditions as the Town considers appropriate.

12. Damage or destruction

If at any time during the Contract Term, the Leisure Centre or any part of the Leisure Centre are totally or partially destroyed so as to require major rebuilding, or the Leisure Centre are declared unfit or unsafe by a competent authority, then either party may within may three (3) months of the destruction or the damage or declaration, terminate the provision of the Services with immediate effect by giving Notice to the other party.

13. Obligations upon Termination of Services

13.1 General Obligations

- (1) The YMCA must submit audited financial statements for the Services within three months of the termination or expiration of this Contract.
- (2) Prior to the expiration of the Contract Term or earlier termination of the Services, YMCA must restore the Leisure Centre and all fixtures, fittings and plant belonging to the Town to a condition consistent with the observance and performance by the YMCA of its covenants under this Contract.
- (3) Prior to the expiration of the Contract Term or earlier termination of the Services, the YMCA must:
 - (a) peacefully surrender and yield up to the Town the Leisure Centre;
 - (b) hand over all plant, equipment and records including financial, membership, and any programmes information held by the YMCA in respect of the Leisure Centre and/or the Seniors Recreation Services to the Town; and
 - (c) surrender to the Town all keys and security access devices held by the YMCA in respect of the Leisure Centre.

- (4) Any action on the part of the YMCA before the end of this Contract which has the effect of delaying, obstructing, damaging, misleading or harassing the operation of any such successor shall constitute a breach of this Contract.

13.2 Transfer of Staff if Town manages the Leisure Centre

- (1) In the event the Town will, itself, manage the Leisure Centre following Termination of this Contract the Town agrees to:

- (a) offer all Re-employed Staff , who have continuously been employed by YMCA over the Contract Term, employment at the Leisure Centre under the same, or substantially similar terms and conditions provided by the YMCA, including without limitation employment on the same Western Australian award or Modern award as applicable to the Re-employed Staff's employment; and consider offering all other existing staff at the Leisure Centre employment at the Leisure Centre on the same, or substantially similar terms and conditions as those offered by YMCA, including recognising the employees' prior service with YMCA
- (2) The YMCA will be responsible for all entitlements accrued by staff employed pursuant to **clause 13.2** during the Contract Term, and the Town will be responsible for all entitlements accruing after Termination.

- (3) In relation to any staff employed by the Town pursuant to **clause 13.2**, the parties covenant and agree as follows:

- (a) the YMCA must provide the Town with full records of employment, including accrued long service leave and annual leave;
- (b) the Town must honour all accrued annual leave and in consideration of such the YMCA will pay to the Town all accrued annual leave as at the end of the Contract Term;
- (c) the Town must honour all accrued long service leave and in consideration of such the YMCA will pay to the Town, the YMCA's share of the long service leave accrued during the Contract Term at the time each staff member takes his or her long service leave entitlement; and
- (d) subject to paragraph (e) below accrued sick leave will not be transferred; and
- (e) notwithstanding paragraph (d) above, in the event a staff member employed pursuant to **clause 13.2**:
- (i) reasonably requires more than ten days sick leave during the first year after the expiration of the Contract Term; and
- (ii) that staff member had sick leave accrued at the end of the Contract Term

the YMCA will pay to the Town accrued sick leave for additional days of sick leave in the first year after the expiration of the Contract Term (over and above the sick leave accrued during the employment with the Town).

13.3 Transfer of Staff if Town appoints New Contractor

- (1) In the event the Town following a tender process appoints a third party to manage the Leisure Centre (**New Contractor**) following Termination of this Contract, the Town agrees to ensure that the New Contractor is contractually required to:
- (a) offer all Re-employed Staff , who have continuously been employed by YMCA over the Contract Term, employment at the Leisure Centre under the same, or substantially

similar terms and conditions provided by the Town, including without limitation employment on the same Western Australian or Modern award as applicable to the Re-employed Staff's employment; and

- (b) consider offering all other existing staff at the Leisure Centre employment at the Leisure Centre on the same, or substantially similar terms and conditions as those offered by YMCA, including recognising the employees' prior service with YMCA.
- (2) The YMCA will be responsible for all entitlements accrued by staff employed pursuant to **clause 13.3** during the Contract Term, and the New Contractor will be responsible for all entitlements accruing after Termination.
 - (3) In relation to any staff employed by the New Contractor pursuant to **clause 13.3**, the parties covenant and agree as follows:
 - (a) the YMCA must provide to the Town (on behalf of the New Contractor) with full records of employment, including accrued long service leave and annual leave;
 - (b) the New Contractor will be required by the Town to honour all accrued annual leave and in consideration of such the YMCA must pay to the Town (on behalf of the New Contractor) all accrued annual leave as at the end of the Contract Term;
 - (c) the New Contractor will be required by the Town to must honour all accrued long service leave and in consideration of such the YMCA will pay to the Town (on behalf of the New Contractor), the YMCA's share of the long service leave accrued during the Contract Term at the time each staff member takes his or her long service leave entitlement;
 - (d) subject to paragraph (e) below accrued sick leave will not be transferred; and
 - (e) notwithstanding paragraph (d) above, in the event a staff employed pursuant to **clause 13.3**:
 - (i) reasonably requires more than ten days sick leave during the first year after the expiration of the Contract Term; and
 - (ii) that staff member had sick leave accrued at the end of the Contract Termthe YMCA will pay to the Town (on behalf of the New Contractor) accrued sick leave for additional days of sick leave during the first year after the expiration of the Contract Term (over and above the sick leave accrued during the employment with the New Contractor).

14. Default & Termination

14.1 Default Notice

- (1) If the YMCA breaches any of its obligations under this Contract for any reason or refuses or neglects to carry out or give effect to any order, instruction, direction or determination which the Town is empowered to give or make under this Contract and which is given or made in writing to the YMCA the Town may, without limiting any other power of the Town under this Contract or otherwise, give notice to the YMCA requiring it to remedy the default within 28 days after service of the notice.
- (2) If the YMCA fails to remedy the default in accordance with the notice issued by the Town pursuant to **clause 14.1(1)** the Town, without prejudice to any other rights that it may have under this Contract or at common law against the YMCA, may in its sole discretion:

- (a) arrange for the default to be remedied and any costs or charges incurred by the Town in remedying the default as determined by the Town, must be paid on demand by the YMCA to the Town or may be deducted from any moneys due or becoming due to the YMCA under this Contract at the option of the Town; and/or:
 - (b) suspend payment under this Contract; or
 - (c) terminate this Contract, in which case the provisions of **clause 14.2** will be applicable.
- (3) The suspension of payments by the Town under this subclause:
- (a) will not in any way affect the continuing obligations of the YMCA under this Contract; and
 - (b) may be continued until the default has been rectified or the order, instruction, direction or determination is carried out or given effect to.

14.2 Termination of Contract by the Town

- (1) If this Contract is terminated by the Town under **clause 14.1** or otherwise repudiated by the YMCA the Town may:
- (2) itself or by engaging or employing any other person complete the performance of the Services, or such part of the performance of the Services as the Town considers it desirable to complete which, so far as is practicable, must be carried out in accordance with this Contract, provided that the Town is not required to use the least expensive means of completing the performance of the Services; and
- (3) take possession of and permit other persons to use such YMCA's equipment and information as it considers necessary for the completion of the performance of the Services, or such part of the performance of the Services as the Town considers it desirable to complete.
- (4) If this Contract is terminated by the Town under this clause or otherwise repudiated by the YMCA, the Town is liable to make payments to the YMCA only in respect of:
 - (a) any part of the Services which have been properly performed and not paid for at the date of termination; and
 - (b) the use by the Town of the YMCA's plant and equipment for the purpose of completing the performance of the Services or part of the Services (but without payment for fair wear and tear).
- (5) If this Contract is terminated by the Town under this clause or otherwise or repudiated by the YMCA, the YMCA must pay to the Town the amount of the loss and expenses incurred by the Town due to, or in connection with (including, without limitation, indirect losses, consequential losses and all legal costs on a full indemnity basis), the termination or repudiation.

14.3 Town's Determination

- (1) The amounts payable by the YMCA and the Town under **clause 14.2(5)** will be determined by the Town's Chief Executive Officer, acting reasonably.
- (2) The Town's Chief Executive Officer will give notice of his or her determination under this clause to the YMCA. Subject to this clause, any amounts payable must be paid within 14 days of the receipt of notice of the Town's Chief Executive Officer's determination.

- (3) The Town may retain any moneys payable to the YMCA, until any amount payable by the YMCA to the Town has been determined by the Town's Chief Executive Officer pursuant to this clause and paid by the YMCA.

14.4 Insolvency

The Town may terminate this Contract immediately and **clauses 14.2 and 14.3** will operate, to the extent that they are applicable, as if the termination had been made by the Town under **clause 14.1**, if the YMCA, takes or institutes, or has taken or instituted against it, any action or proceeding having as its object the cancellation of the incorporation of the incorporated association.

14.5 Termination of the Contract by YMCA

- (1) If the Town has failed to pay to the YMCA any amount due under this Contract other than an amount being the subject of a dispute or difference under this Contract or any legal proceedings commenced in respect of this Contract, within 28 days of any period for payment stated in this Contract, the YMCA may give notice in writing to the Town stating that notice of termination under this Contract may be served if payment is not made within a further 14 days.
- (2) If the Town fails to make payment within 14 days of the receipt of a notice pursuant to paragraph (1) above the YMCA may, by written notice to the Town, either suspend the performance of the Services or terminate this Contract.
- (3) Any suspension of the Services by the YMCA under paragraph (2) will not prevent the YMCA from terminating this Contract during the period that the performance of the Services is suspended.
- (4) Termination of this Contract by the YMCA under this clause is without prejudice to the accrued rights or remedies of either party or the other liabilities of the parties under this Contract which may have accrued prior to termination, and the Town must, after taking into account amounts previously paid under this Contract, make payments to the YMCA in respect of:
 - (a) any portion of the Services which have been properly performed and not paid for at the date of the termination; and
 - (b) the cost of materials or goods properly ordered for the performance of the Services by the YMCA for which the YMCA has paid, or for which the YMCA is legally bound to pay, provided that such goods and materials must, on the making of the payment by the Town, become the property of the Town and be transferred to the Town's ownership and possession by the YMCA.
 - (c) The amount of any payments to be made by the Town under this clause will be determined by the Town's Chief Executive Officer, acting reasonably.

15. Disputes

15.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Contract is to be referred in the first instance in writing to the Town's representative as nominated in writing by the Town from time to time (**Town's Representative**) who shall convene a meeting within 10 days of receipt of such notice or such other period of time as is agreed to by the Town's Representative and the YMCA's Representative for the purpose of resolving the dispute (**Original Meeting**).

15.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 15.1** then the dispute shall be referred in writing to the Town's Chief Executive Officer who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the Town's Chief Executive Officer and the YMCA's Chief Executive Officer for the purpose of resolving the dispute.

15.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 15.2** then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985* (as amended from time to time) and the YMCA and the Town may each be represented by a legal practitioner.

15.4 Payment of Amounts Payable to Date of Award

The Town must pay the Management Fee without deduction to the date of the award of the Arbitrator or the date of an Contract between the Parties whichever event is the earlier, and if any money paid by the Town or the YMCA is not required to be paid within the terms of the award of the Arbitrator or by Contract between the parties then such monies must be refunded.

16. Powers of the Town and its representatives

The Town or its duly appointed representative may exercise any powers conferred, and perform any duties imposed or functions conferred, on the Town or its representative.

17. GST

17.1 Definitions

In this Clause:

- (a) "GST", "Input Tax Credit", and "Taxable Supply" have the meaning they bear in *A New Tax System (Goods and Services Tax) Act 1999* ("the GST Act").
- (b) "GST Rate" means a percentage equal to the rate of GST imposed on a taxable supply by the GST Act.

17.2 Liability

- (1) The parties acknowledge that GST is payable in respect of each taxable supply made under this Contract, including without limitation GST on the Management Fee.
- (2) All amounts payable under any provision of this Contract (other than a reimbursement of any GST inclusive payment or outgoing made by this reimbursed party and in respect of which the reimbursed party is entitled to an input tax credit) are expressed in amounts that do not include the GST payable.
- (3) In respect of each taxable supply made under this Contract the provider of the supply must pay any GST required to be paid for that taxable supply.

18. Relationship

- (1) This Contract constitutes a relationship of principal (on the part of the Town) and independent contractor (on the part of the YMCA) and no agency employment, partnership or joint venture is hereby constituted.
- (2) The YMCA must not hold itself or its employees or agents out to be employees or agents of the Town.
- (3) The YMCA is responsible for its own staff and carries out the Services at its own risk.

19. Notice

- (1) Any communication under or in connection with this Contract:
 - (a) must be in writing;
 - (b) must be addressed in the manner specified in **Item 5** of the Schedule;
 - (c) must be signed by the party making the communication or on its behalf by the solicitor for, or by any attorney, director, secretary, or authorised agent or officer of, any party;
 - (d) must be delivered or posted by prepaid post to the address, or sent by fax to the number, of the addressee, in accordance with paragraph (b) of this clause; and
 - (e) will be deemed to be given or made:
 - (i) if by personal delivery, when delivered;
 - (ii) if by leaving the Notice at an address specified in paragraph (b) of this clause, when left at that address unless the time of leaving the Notice is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day;
 - (iii) if by post, on the second Business Day following the date of posting of the Notice to an address specified in paragraph (b) of this clause; and
 - (iv) if by facsimile, when despatched by facsimile to a number specified in paragraph (b) of this clause unless the time of dispatch is not on a Business Day or after 5 pm on a Business Day, in which case it will be deemed to be given or made on the next following Business Day.
- (2) A notice sent by facsimile transmission shall be deemed to have been received by the addressee on the date of its transmission.

20. Variation

- (1) A variation to this Contract must be in writing and signed by the parties.
- (2) The parties agree that any variation agreed to pursuant to paragraph (1) above, will be intended to be for the remainder of the Contract Term unless otherwise agreed.

21. Further Assurances

Each party must execute and deliver all such documents, instruments and writings and must do and must procure to be done all such acts and things as may be necessary or desirable to implement and give full effect to the provisions and purpose of this Contract.

22. Severance

If any part of this Contract is, or becomes, void or unenforceable that part is or will be, severed from this Contract to the intent that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

23. Waiver

The parties mutually covenant and agree that:

- (a) no right under this Contract is waived or deemed to be waived except by notice in writing signed by the party waiving the right;
- (b) a waiver by one party under paragraph (a) of this clause does not prejudice its rights in respect of any subsequent breach of this Contract by the other party; and
- (c) a party does not waive its rights under this Contract because it grants an extension or forbearance to the other party.

24. Applicable Law

This document shall be governed by and construed and interpreted according to the law in force in the State of Western Australia from time to time and the parties hereby submit to the exclusive jurisdiction of the courts of that State, including the appellate courts thereof.

25. Interpretation

In this Contract, unless the context otherwise requires:

- (a) headings, underlines and numbering do not affect the interpretation or construction of this Contract;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate;
- (e) references to parts, clauses, parties, annexures, exhibits and schedules are references to parts and clauses of, and parties, annexures, exhibits and schedules to, this Contract;
- (f) a reference to any statute, regulation, proclamation, ordinance or local law includes all statutes, regulations, proclamations, ordinances or local law varying, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and local laws issued under that statute;
- (g) no rule of construction shall apply to the disadvantage of a party on the basis that that party was responsible for the preparation of this Contract or any part of it; and

- (h) a reference to any thing (including any real property) or any amount is a reference to the whole and each part of it;
- (i) reference to the parties includes their personal representatives, successors and lawful assigns;
- (j) where a reference to a party includes more than one person the rights and obligations of those persons shall be joint and several;
- (k) the Schedule and Annexures (if any) form part of this Contract.



Schedule

Item 1 Initial Contract Term

4 years and 10 months and 1 week commencing on the Commencement Date and expiring on 30 June 2019.

Item 2 Initial Extension

5 years commencing on 1 July 2019 and expiring on 30 June 2024.

Item 3 Management Fee

The Management Fee(s) set out in the Tender for the management of the Leisure Centre, unless otherwise agreed by the Town in writing.

Item 4 Minimum Hours

For the Leisure Centre

Day	Hours
Monday to Friday	6:00am to 9:00pm
Saturday	8:00am to 5:00pm (Summer)
Saturday	8:00am to 7:00pm (Winter)
Sunday	Closed
Public Holidays	Closed

Item 5 Notices

YMCA

Address: 201 Star Street, Welshpool, Western Australia

Fax No: (08) 9227 6738

Attention: Chief Executive Officer

Town:

Address: 89 Earl Street Narrogin WA 6312

Fax No: (08) 9881 1944

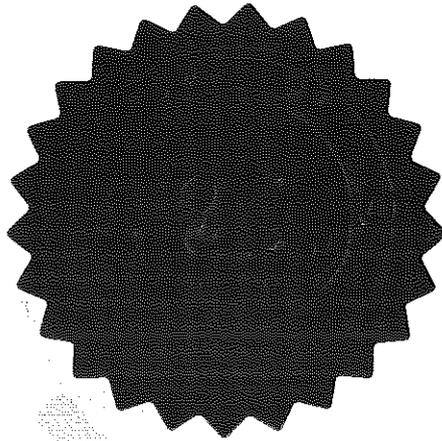
Attention: Chief Executive Officer

Signing page

EXECUTED by the parties as a Deed

2014

THE COMMON SEAL of the Town of Narrogin is affixed in the presence of -



Signature of Mayor

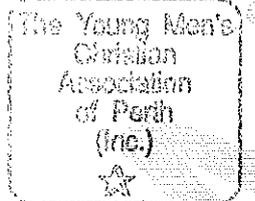
Mr Leigh Ballard

Name of Mayor (print)

Name of Chief Executive Officer

Mr Aaron Cook

Name of Chief Executive Officer



THE COMMON SEAL of The Young Mens' Christian Association of Perth was affixed by authority of Directors in the presence of

Signature of director

Signature of director/director

CATHARINE PAYZE
Name of director (print)

Bradley Drow WYLYNKO
Name of director/president (print)

Attachment 2 and Attachment 3 provided to Elected Members under separate cover due to the confidential nature of information within.

	2018/19 Fees	Proposed 2019/20	Increase
Aquatics (Casual)			
Adult Swim	\$ 6.00	\$ 6.00	0.0%
Child Swim	N/A	N/A	
Concession Swim	\$ 5.00	\$ 5.00	0.0%
Family Swim	\$ 18.00	\$ 18.00	0.0%
Concession Family Swim	\$ 13.90	\$ 13.90	0.0%
Spectator	\$ 1.00	\$ 1.00	0.0%
Visit Passes			
Adult	\$ 57.50	\$ 57.50	0.0%
Child	\$ 47.50	\$ 47.50	0.0%
Lane Hire			
Lane Hire Swim Club - Peak	\$ 8.20	\$ 8.20	0.0%
Lane Hire Swim Club - Off Peak	\$ 8.20	\$ 8.20	0.0%
Inflatable Hire	\$ 82.20	\$ 82.20	0.0%
Schools			
Vacation Swimming	\$ 3.60	\$ 3.60	0.0%
In Term Swimming	\$ 2.60	\$ 2.60	0.0%
Casual Group Fitness			
Aqua Aerobics	\$ 13.00	\$ 15.00	15.4%
Aqua Aerobics (Concession)	\$ 10.50	\$ 12.00	14.3%
Group Fitness	\$ 13.00	\$ 15.00	15.4%
Group Fitness (Concession)	\$ 10.50	\$ 12.00	14.3%
Spin	\$ 15.00	\$ 15.00	
Casual Gym			
Gym - Casual	\$ 13.00	\$ 13.00	0.0%
Gym - Concession	\$ 10.50	\$ 10.50	0.0%
Memberships (per fortnight)			
Full membership includes gym, swim & group fitness			
Full Centre Membership	\$ 40.00	\$ 40.00	0.0%
Full Centre Membership Joining Fee	\$ 45.00	\$ 45.00	0.0%
Full Centre Membership (Concession)	\$ 33.50	\$ 33.50	0.0%
Full Centre Membership Joining Fee (Concession)	\$ 18.00	\$ 18.00	0.0%
Full Centre Family Membership	\$ 80.00	\$ 80.00	0.0%
Full Centre Family Membership Joining Fee	\$ 90.00	\$ 90.00	0.0%
Gym Membership	\$ 28.00	\$ 28.00	0.0%
Gym Membership Joining Fee	\$ 45.00	\$ 45.00	0.0%
Gym Membership (Concession)	\$ 22.00	\$ 22.00	0.0%
Gym Membership Joining Fee (Concession)	\$ 18.00	\$ 18.00	0.0%
Aquatic Membership Fee	\$ 28.00	\$ 28.00	0.0%
Aquatic Membership Joining Fee	\$ 45.00	\$ 45.00	0.0%
Aquatic Membership Fee (Child)	N/A	N/A	
Aquatic Membership Joining Fee (Child)	N/A	N/A	
Aquatic Membership Fee (Concession)	\$ 22.00	\$ 22.00	0.0%

Aquatic Membership Joining Fee (Concession)	\$ 18.00	\$ 18.00	0.0%
Swimming Lessons (10 weeks)			
Swimming Lessons Per Term	\$ 110.00	\$ 110.00	0.0%
Swimming Lessons Per Term (Concession)	\$ 88.00	\$ 88.00	0.0%
Stadium			
Social Sports Game Fees	\$ 58.00	\$ 58.00	0.0%
Social Sports Registration Fee	\$ 140.00	\$ 80.00	-42.9%
Basketball Association Indoor Court Hire (Per Hour)	\$ 60.00	\$ 60.00	0.0%
Netball Association Indoor Court Hire (Per Hour)	\$ 60.00	\$ 60.00	0.0%
Netball Association Outdoor Court Hire (Per Hour)	\$ 50.00	\$ 50.00	0.0%
Spectator	\$ 2.00	\$ 2.00	0.0%
Forfeit Fee	\$ 58.00	\$ 58.00	
Squash			
Squash Court Hire Per Hour	\$ 15.00	\$ 15.00	0.0%
Squash Court Hire Per Hour (Concession)	\$ 12.00	\$ 12.00	0.0%
Synthetic Hockey Pitch			
Minky Entry	N/A	N/A	
Training Entry	N/A	N/A	
Full pitch hire per game	N/A	N/A	
Full pitch hire per hour (training)	N/A	N/A	
Full pitch hire per hour (casual)	N/A	N/A	
Half pitch hire per hour (casual)	N/A	N/A	
Narrogin High Academy	\$ 28.00	\$ 28.00	0.0%
Full pitch hire per hour	\$ 135.00	\$ 135.00	0.0%
Full pitch hire per hour (Concession)	\$ 100.00	\$ 100.00	0.0%
Childcare (per child)			
Creche - member	\$ 4.00	\$ 4.00	0.0%
Creche - non-member	\$ 6.00	\$ 6.00	0.0%
Creche 10 pass (members)	\$ 40.00	\$ 40.00	0.0%
Kindy Gym	\$ 4.50	\$ 4.50	0.0%
Childterm Program Cost	\$ 100.00	\$ 100.00	0.0%
School Usage (per child)			
Hockey Turf	\$ 2.60	\$ 2.60	0.0%
Squash	\$ 2.60	\$ 2.60	0.0%
Stadium	\$ 2.60	\$ 2.60	0.0%
Outdoor Netball	\$ 2.60	\$ 2.60	0.0%
Gym	\$ 5.50	\$ 5.50	0.0%
Pool entry	\$ 2.60	\$ 2.60	0.0%
John Higgins Community Complex			
Hall hire full day	\$ 555.00	\$ 555.00	0.0%
Hall hire half day	\$ 290.00	\$ 290.00	0.0%
Half Hall Full day	\$ 277.50	\$ 277.50	0.0%
Half Hall half day	\$ 145.00	\$ 145.00	0.0%
Hall Hire per hour	\$ 75.00	\$ 75.00	0.0%
Half Hall Hire per hour	\$ 37.50	\$ 37.50	
Kitchen Hire - flat rate per booking	\$ 50.00	\$ 50.00	

11. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING

Nil

13. CLOSURE OF MEETING

There being no further business to discuss, the Presiding Member declared the meeting closed at 8:46 pm and pursuant to Resolution 1118.122 of 28 November 2018, reminded Councillors of the next Ordinary Meeting of the Council, scheduled for 7.00 pm on 24 April 2019, at this same venue.



Shire of
Narrogin
Love the life

89 Earl Street, Narrogin

Correspondence to:

PO Box 1145, Narrogin WA 6312

T (08) 9890 0900

E enquiries@narrogin.wa.gov.au

W www.narrogin.wa.gov.au