

MINUTES

ORDINARY COUNCIL MEETING

26 MARCH 2013

COMMENCING AT 8PM

**COUNCIL CHAMBERS
THE TOWN OF NARROGIN
89 EARL STREET
NARROGIN, WA 6312**

Meaning of and CAUTION concerning Council's "In Principle" support:

When Council uses this expression it means that: (a) Council is generally in favour of the proposal BUT is not yet willing to give its consent; and (b) Importantly, Council reserves the right to (and may well) either decide against the proposal or to formally support it but with restrictive conditions or modifications.

Therefore, whilst you can take some comfort from Council's "support" you are clearly at risk if you act upon it before Council makes its actual (and binding) decision and communicates that to you in writing.

Disclaimer:

"Warning - Verbal Information & Advice: Given the inherent unreliability and uncertainty that surrounds verbal communication, the Town strongly recommends that, if a matter is of importance to you, then you should NOT act upon or otherwise rely upon any VERBAL information or advice you receive from the Town unless it is first confirmed in writing."

ORDINARY COUNCIL MEETING MINUTES 26 MARCH 2013

1. OFFICIAL OPENING/ANNOUNCEMENT OF VISITORS

The Presiding Member, Rob Madson Deputy Mayor, opened the meeting at 08:00 pm and welcomed the visitors to the Gallery.

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

Deputy Mayor, Cr R Madson Presiding Member
Cr L Ballard
Cr D Russell
Cr J McKenzie
Cr J Muller
Cr M Kain
Cr A Paternoster
Mr A Cook - Chief Executive Officer
Mr C Bastow - Director of Corporate and Community Services
Ms T Columb – Corporate Services (Minutes)
Ms E Nock – Records Management Officer

Apologies:

Mayor D Ennis
Cr L Archibald

Approved leave:

Nil

Visitors:

Mrs Toni Beaton – Narrogin Community
Mrs Deborah Hughes-Owen - Chair, ARts Narrogin
Ms Avril Baxter – Secretary, ARts Narrogin
Ms Pam Peden – Narrogin Community
Ms Mary Silverman – ARts Narrogin
Mr Ned Crossley, Narrogin Community
Ms Susan Guy, Manager of Culture & Leisure
Ms Rhona Hawkins, Manager of Finance

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

Cr Ballard declared an Indirect financial interest	10.2.964
Cr Kain declared an Indirect financial Interest	10.2.964

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

Mrs Toni Beaton asked clarification on the deposit referred to on p.62 of the minutes. Mr Bastow advised that money has been received but a budget amendment is needed to allow for the money to be refunded.

6. APPLICATIONS FOR LEAVE OF ABSENCE

Nil

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

Council Resolution: 0313.042

Moved: Cr Muller

Seconded: Cr Ballard

That Council:

- a) Accept the minutes of the Ordinary Council Meeting held on 12 March 2013 and be confirmed as an accurate record of proceedings.

CARRIED: 7/0

8. ANNOUNCEMENTS BY THE PERSON PRESIDING WITHOUT DISCUSSION

Nil

9. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

Mrs Deborah Hughes-Owen – Chair, ARts Narrogin, Inc gave a brief presentation on the mission, past accomplishments and future intentions and plans of ARts Narrogin.

Note: Mr Ned Crossley entered the room at 8:07pm.

10. MATTERS WHICH REQUIRE DECISIONS

Nil

10.1 DEVELOPMENT AND TECHNICAL SERVICES

Nil

10.2 CORPORATE AND COMMUNITY SERVICES

10.2.969	ARts Narrogin request to display Hotchin's and Narrogin Art Prize Collection	p.4
10.2.970	Request for Lease from ARtS Narrogin	p.12
10.2.971	Alcohol Policy	p.18
10.2.972	Avon Youth Request for Lease	p.23
10.2.973	Annual Compliance Audit Return 2012	p.26
10.2.974	Forrest Personnel Rate Exemption Request	p.35
10.2.975	Salaries and Allowances Tribunal Request for Reassessment	p.38
10.2.976	Narrogin Race and Pace Memorandum of Understanding	p.43
10.2.977	Regional Transition Group Memorandum of Understanding	p.51
10.2.978	Monthly Statement of Activity (December 2012 & February 2013)	p.58
10.2.979	2012/2013 BUDGET REVIEW	p.61
10.2.980	Confidential Item - Lot 123	p.66

10.1 DEVELOPMENT AND TECHNICAL SERVICES

Nil

10.2 CORPORATE AND COMMUNITY SERVICES

10.2.969 Arts Narrogin's Request to Display Hotchin's and Narrogin Art Prize Collection

File Reference: 26.3.7
Disclosure of Interest: Nil
Applicant: ARtS Narrogin
Previous Item Nos: 10.2.952 10.2.956
Date: 20 March 2013
Author: Susan Guy

Attachments: ARtS Narrogin Letter of Request
Artwork Loan Agreement

Summary:

That Council consider:

- (a) Agreeing to lend ARtS Narrogin some 40 works from Council's Sir Claude Hotchin's collection and some 28 works from the Narrogin Art Prize Collection under specified terms and conditions to be set out in an Agreement, for the purpose of exhibiting the works in the Lesser Hall of the Town Hall complex to coincide with the Dryandra Art, Food and Wine Trail weekend of 11 May 2013 with the exhibition to run from Thursday 9 May until 31 May 2013.
- (b) Agreeing to a "Gathering Vision" exhibition of local artist's work in the NEXIS Gallery from Thursday 9 May until 31 May 2013.
- (c) Agreeing to charging ARtS Narrogin 5 per cent of the total commission earned on work sold at the Gathering Vision exhibition but foregoing income from other sources such as a rental fee or charges for services.

Background:

At Council's Ordinary meeting on 12 March 2013 it resolved that:
Council provide in-kind support to ARtS Narrogin for an art exhibition and workshops as part of the 2013 Dryandra Country Art, Food and Wine Trail by:

- a) Waiving rental fees for ARtS Narrogin to utilise the NEXIS Gallery, the Lesser Hall, and the shop-front space, previously occupied by Country Squires Menswear.
- b) Attending to preparation of the lesser hall by cleaning the carpets, replacing missing lights and securing the rear double doors to prevent entry of dust from the construction of toilet block.
- c) If any art is sold from the premises during this event and ARtS Narrogin earns a commission, that Council be entitled to 5% of the total commission earned.

ARTS Narrogin has proposed to the Town that it curate an exhibition in the Lesser Hall of Council's Sir Claude Hotchin's collection as well as works from the Narrogin Art

Prize Collection. This exhibition would coincide with the Dryandra Art, Food and Wine Trail weekend of 11 May 2013.

It is proposed that some 40 works from the Hotchin's bequest would be collated and hung in the week of 29 April 2013 and some 28 works from the Narrogin Art Prize Collection would be hung in the week commencing 6 May. (It is noted that the exact number of works in the Hotchin's bequest has yet to be established, however ARtS Narrogin would like to exhibit as many as possible). In addition a "Gathering Vision" exhibition of local artist's work would be hung in the NEXIS Gallery in the week commencing 6 May 2013. The complete exhibition of the Hotchin's bequest, the Narrogin Art Prize works and the local artists' works would open on Thursday 9 May and run until 31 May 2013.

The Hotchins and Narrogin Art Prize collection exhibition will be under curatorial direction of Ms Karen Keeley who will be assisted by NEXIS Gallery Committee members. Ms Keeley has had extensive experience with curating over 90 exhibitions in her career and in her senior position with the CY O' Connor Institute's Department of Arts. ARtS Narrogin will require the assistance of Council and Town staff to locate the works and assist with transport of the works to the Town Hall.

Comment:

Sir Claude Hotchin bequeathed some 40 art-prize winning paintings from his private collection to the people of Narrogin and districts between 1953 and 1955. This gift was in response to the positive reception from Narrogin residents to previous exhibitions of his collection and was a token of Sir Claude's support for a community keen to strengthen its cultural advantages. Sir Hotchin hoped that his bequest would influence the creation of a local art gallery within a cultural centre "set apart ... to include music, repertory, library and similar educational features."

The collection bequest was made on the proviso and understanding that the works would be on permanent public display. The Lesser Hall was selected and refurbished for display purposes so that "everyone would enjoy the privilege conferred upon them through Sir Hotchin's generosity." (See Narrogin Observer, Oct 2, 1953; An extract from Sir Claude's record book; Catalogue of the Claude Hotchin Bequests).

In 1986 the NEXIS Gallery Committee was auspiced by the Town of Narrogin under the guidance of the Town of Narrogin's Community Arts Officer to manage the staffing of the Town of Narrogin Gallery and to host and coordinate exhibitions on behalf of Council. Gallery volunteers participated in professional training in receiving, packing, archiving and transporting artwork through the Art on the Move program. With the Town Council's approval, the Committee oversaw the renovation of the gallery and curated a number of local and touring exhibitions each year. The Committee raised the money to purchase gallery equipment to improve display facilities and lighting, renovate the floor, redecorate the walls and replace the front entry doors; all at no cost to the Town Council. The Committee went into recess when the Town Hall was closed for renovations in 2008.

The recently reconstituted NEXIS Gallery Committee operates as a subcommittee of ARtS Narrogin, the overarching incorporated body attracting funding and planning and

managing artistic and cultural events in the community. The Committee's role is to manage the gallery, and coordinate and curate exhibitions. ARtS Narrogin intends to continue the professional development of gallery staff to build skills required for the proper curation of hosted exhibitions.

The ARtS Narrogin proposal is an exciting one, however there are some organisational issues related to locating the works which have been stored in various locations. It is understood the Town's Hotchin's collection has been catalogued in the past and this catalogue will need to be referenced and should be of assistance during the work done to set up the exhibition including choosing art pieces to display. Some research will be required by the Town's staff to locate and identify pieces

The Director of Corporate and Community Services has advised that the Hotchin's bequest is insured for \$750,000 and the Town's insurance policy covers the relocation of items between buildings up to the value of \$50,000.

In order for Council to loan the works to ARtS Narrogin, both will sign an "Artwork Loan Agreement" with the Town as a record of undertakings made in the process of curating the exhibition. This agreement would set out a number of terms and conditions including Care of the Artworks, Transportation of the works, Insurance, Condition Reporting and a Schedule detailing the works on loan. ARtS Narrogin has supplied with the Town with a draft Agreement for the Council's perusal and comment.

By supporting ARtS Narrogin with its aspirations, Council will in particular stands to benefit from showcasing its art collection to the local and visiting public over the Dryandra Arts, Food and Wine Trail weekend and through until the end of May. Further, this initiative if approved will see an overall re-cataloguing and review of both the Hotchin's and Narrogin Arts Prize collection which could be deemed as well overdue. In addition it should potentially lead to the Town permanently displaying the Hotchin's collection as originally intended by Sir Claude.

As has been argued before, (See Agenda Item 10.2.956 - ARtS Narrogin Request for use of Town Hall Facilities) support of ARtS Narrogin can be viewed as augmenting the cultural and artistic life of the Narrogin community. Should work be sold from the Gathering Vision exhibition of local artists' works, ARtS Narrogin proposes that Council be entitled to 5 per cent of the total commission earned. Therefore any consideration of foregone income from other sources such as a rental fee or charges for services should be undertaken in the context of both costs to the Town as well as the social, cultural and economic benefits which may be reaped from the 2013 Dryandra Country Art, Food and Wine Trail and the associated exhibitions.

Consultation:

- Aaron Cook, CEO, Town of Narrogin
- Director of Corporate and Community Services
- Deborah Hughes-Owen, Chair ARtS Narrogin Inc.
- Ned Crossley, ARtS Narrogin Committee member
- Karen Keeley, Curator and past President NEXIS Gallery Committee

Statutory Environment: Nil

Policy Implications:

Strategy 1.5 of the Town's Strategic Community Plan 2012-2022 states "Support Tourism and Arts initiatives, recognising the economic impact that they provide to the businesses and general community" and Strategy 2.6 states "Encourage local Arts Groups to facilitate the development of the arts culture in Narrogin".

Financial Implications:

ARtS Narrogin proposes that Council be entitled to 5 per cent of the total commission earned on any art works sold as per Council Resolution: 0213.037. Consideration of foregone income from other sources than the sharing of a commission, such as a rental fee or charges for services should be undertaken in the context of both costs to the Town as well as the social, cultural and economic benefits which may be reaped from the 2013 Dryandra Country Art, Food and Wine Trail and the associated exhibitions.

Strategic Implications: Nil**Voting Requirements:** Absolute

Council Resolution: 0313.043

Moved: Cr McKenzie**Seconded: Cr Muller**

That Council:

(a) Agree to lend ARtS Narrogin some 40 works from Council's Sir Claude Hotchin's collection and some 28 works from the Narrogin Art Prize Collection under specified terms and conditions to be set out in an Agreement, for the purpose of exhibiting the works in the Lesser Hall of the Town Hall complex to coincide with the Dryandra Art, Food and Wine Trail weekend of 11 May 2013 with the exhibition to run from Thursday 9 May until 31 May 2013.

(b) Agree to a "Gathering Vision" exhibition of local artist's work in the NEXIS Gallery from Thursday 9 May until 31 May 2013.

(c) Agree to charging ARtS Narrogin 5 per cent of the total commission earned on work sold at the Gathering Vision exhibition but forego income from other sources such as a rental fee or charges for services.

CARRIED: 7/0**BY ABSOLUTE MAJORITY**



ARtS Narrogin Inc.

PO Box 1168, Narrogin, WA 6312

Phone: 0448 490 409

Email: debonair@westnet.com.au

ABN 45 198 182 290

21st March, 2013

Mr Aaron Cook
Chief Executive Officer
Town of Narrogin
89 Earl Street
Narrogin WA 6312

Dear Aaron

Re: Town of Narrogin's art collections

As you are aware, ARtS Narrogin Incorporated is continuing to pursue its objective of promoting the Town of Narrogin and surrounding districts through cultural and artistic endeavours.

One of our major undertakings in 2013 is the Dryandra Country Art, Food and Wine Trail to be held over the Mothers' Day weekend of 11th and 12th May. This is planned as an annual event.

We now have 20 venues and over 100 artists and craftsmen and women committed to participating in the 2013 event. Eleven of the venues are located in Narrogin. Other businesses and organisations are participating in and/or supporting the event.

In planning for the Art Trail, it has become obvious that two of Narrogin's greatest cultural assets – the Sir Claude Hotchin collection and the Narrogin Art Prize collection – should form part of this event.

We therefore ask the Town of Narrogin to consider authorizing ARtS Narrogin to mount a public exhibition of these paintings for the Dryandra Country Art, Food and Wine Trail weekend and a further three weeks to allow as many members of the Narrogin community and visitors to view the works.

Kind regards

DEBORAH HUGHES-OWEN
Chair

Artwork Loan Agreement

Outline of a draft Agreement between The Town of Narrogin (lender) ARtS Narrogin (borrower)

The Borrower and the Lender agree that the loan of the Artworks shall be on the following terms and conditions:

1. Period of the loan of the Artworks

29 April 2013 to 1 June 2013

2. Exhibition of the Artworks

- (a) Location of the exhibition;
- (b) **Acknowledgement of the Lender**

3. Care of the Artworks

The Borrower will ensure that, whilst under its control:

- (a) the Artworks will be handled with due care and in accordance with best practice at all times and only handled by personnel approved by ARtS Narrogin ;
- (b) the Artworks are properly maintained and protected at all times to prevent any loss, damage or deterioration;
- (c) the exhibition of the Artworks at the Gallery is properly supervised at all times when open to the public and the Artworks are not handled by any members of the public; and
- (d) the Borrower shall immediately notify the Lender in a written report of the details of the loss of any of the Artworks or any damage or deterioration occurs to any of the Artworks during the Term.

4. Conservation

Without the prior written consent of the Lender, none of the Artworks shall be:

- (a) removed from their frames, mounts or bases for any purpose whatsoever;
- (b) cleaned, repaired or altered; or
- (c) transported in damaged condition

5. Transportation of the Artworks

- (a) to be discussed

6. Insurance

- a) to be discussed

7. Reproduction and copyright

The parties shall observe the provisions of the Copyright Act and any specific provisions that may be contained in this agreement in relation to reproduction of the Artworks and they each undertake to obtain such approvals or consents as may be required for photographing or otherwise reproducing any of the Artworks.

8. Condition reporting

- (a) to be discussed
 - (i) The Lender shall prepare a Condition Report to the Borrower as to the condition of the Artworks at the time of dispatch to the Borrower;
 - (ii) If, at the time of packing the Artworks for return to the Lender at the end of the loan period, the condition of the Artworks is not as stated in the Condition Report, the Borrower shall prepare a further Condition Report to the Lender as to the condition of the Works at that time;
 - (iii) Upon receipt of the Artworks on return from the Borrower, in the event of any apparent damage to the Artworks whilst in transit or the condition of the Artworks is not as stated in the Condition Report the Lender shall prepare a Condition Report as to the condition of the Artworks on arrival;

- (b) the receiving party shall immediately notify the other party in writing of such damage or discrepancy and, where damaged, include a description of the damage, any other relevant information and, if possible, photographs of the damage.
- (c) Where a Condition Report is not provided in accordance with sub-clauses 2(a) (ii) – 2(a) (iii) above, it is to be assumed that the Artworks were received in the same condition as when leaving the other party's possession

9. Goods and Services Tax ("GST")

The parties acknowledge and agree that:

- (a) The consideration due or payable for any supply of any goods, services or any other things under the Agreement has been or shall be calculated without regard to, and is exclusive of any GST.
- (b) They will take all necessary action to ensure that they comply with the requirements of the *A New Tax System (Goods and Services Tax) Act 1999* with regard to transactions in relation to this agreement.

10. Amendment

This agreement can only be amended, supplemented or replaced by another document signed by both parties.

11. Entire agreement

This agreement comprises the whole of the agreement between the parties in relation to the Artworks.

21. Jurisdiction

This agreement is governed by the laws in force in Western Australia.

SCHEDULE 1

The Artworks

EXAMPLE ONLY

Accn No.	Artist	Title	Date	Medium	Dimensions H x W x Dcm	Insurance Value
1994.094	Brett Whiteley	<i>Portrait of Joel</i>	1980	pen and ink on paper	68.8 x 61.7cm	\$30,000.00

SCHEDULE 2

Name of Exhibition:	<i>Town of Narrogin collection and Sir Claude Hotchins Bequest</i>
Exhibition dates:	9 May – 31 May 2013
Venue/s:	Nexis Gallery Federal St Narrogin
Lender:	Town of Narrogin
Address:	Earl St, Narrogin, 6312
Contact:	Ned Crossley, Vice Chairman ARTS Narrogin, Deputy Curator
Telephone:	(08) 9881 3490
Fax:	
Email:	wandoo@treko.net.au
Item 1 – Loan Date:	29 April 2013
Item 2 – Loan Return Date:	1 June 2013
Item 3 – Address for return of the Artworks:	#2002.148 – #1987.025 & #1994.094 –

SCHEDULE 3

Condition Report
(attached)

Signed for and on behalf of
Town of Narrogin
by:

.....
[signature]

.....
[print name]

.....
[date]

Signed for and on behalf of
ARtS Narrogin

by:

.....
[signature]

.....
[print name]

.....
[date]

10.2.970 Request for Lease from ARtS Narrogin

File Reference: 26.3.7
Disclosure of Interest: Nil
Applicant: Mrs Deborah Hughes-Owen
Previous Item Nos: Nil
Date: 18 February 2013
Author: Mr Aaron Cook - Chief Executive Officer

Attachments:

Letter of request from ARtS Narrogin to lease to old Menswear shop in Federal Street.

Summary:

It is presented to Council to consider leasing to ARtS Narrogin the old Menswear shop, on Federal Street Narrogin, part of the Town Hall Complex for a period of three years.

Background:

Representatives of ARtS Narrogin approached the author some time ago regarding this matter and both parties exchanged thoughts and ideas relating to the matter prior to the attached letter being presented recently.

Comment:

It is proposed for Council to consider the attached request and potentially lease the old Menswear Shop located at Lot 52 Federal Street Narrogin with the following conditions and agreements.

ARtS Narrogin are requesting that the lease agreement fee be subsidised due to the nature of ARtS Narrogin being a not for profit entity and that through their efforts Council is potentially not required to facilitate the provision of an officer to coordinate arts functions.

Council has in the past offered subsidised leases when the applicant is able to show that there is a community benefit made through the group operating within the Council building.

Historically the Menswear shop in question has not been utilised for several years and there has not been a push for its use by other community groups or businesses. Council previously passed a motions stating that it would advertise for prospective tenants once the Town Hall Upgrade was completed. If Council is to progress this item the previous motion will need to be rescinded.

Arts Narrogin have provided a proposal, as attached, and this was discussed through with the author and Ms Guy and the points are as follows.

Points: 1- 3 Agreed

Point: 4 The agreement to run 12 event each year was proposed by the author to assist in increasing the exposure of Narrogin to the greater community and providing “Cultural” events to Narrogin residents and the Greater Narrogin. The impost of 12 events may not be always achievable but the reasoning behind this request was that each month advertising would be undertaken promoting Narrogin. This would have positive effects within the community and local economy. ARtS Narrogin does state that this may not happen but they are aware of the reasoning for this request but have commented that this may not be possible but will attempt not to cluster events where possible as this would create administrative issues for themselves anyway.

Point: 5 This was agreed; however, the Town Hall facilities will be considered as the first option when booking an event or activity.

Point: 6 The lack of ability to pay rent for the Nexis Gallery due to exhibitions being normally not profit making ventures is in line with Councils previous charging for this area. The author had more of an issue with this statement when more facilities other than the Nexis Gallery was being used; for example, if the kitchen is required, or the display spills into the Lesser Hall. As such, it was proposed that in the event that the Nexis Gallery is being provided free and art is being sold that the Town of Narrogin is to be paid 50% of the commission fees to assist in covering the expenses to Council, up to the value of hiring the Nexis Gallery and other facilities as set within the annual budget.

Point: 7 The linking of the Gallery and the Menswear Shop was not an item that the author was willing to consider at this time due to the requirement of major structural work and the expense. However, it was stated to ARtS Narrogin that in the future, should this arrangement work for both parties and it is to be extended, then this may be a potential longer term solution to the accessibility issue.

Point: 8 The inclusion of Council Painting the shop as part of the overall Royalties to Regions works that are being conducted will depend on the extent of the painting that can be achieved through the funds allocated. However, it is felt that Council could facilitate a coat of paint through being completed by works staff prior to ARtS Narrogin relocating.

Point: 9 In the instance that ARtS Narrogin wish to have access prior to the 1st July then this is when the lease agreement should commence, if more than say a week’s period.

In all it is felt that the agreement between ARtS Narrogin and the Town of Narrogin through this lease agreement will benefit the Town’s Community in general through the provision of a vibrant shop front and more exposure to exhibitions and other performing arts functions being held at the Town Hall and other facilities.

This increase in activity assists Council in developing economically and will also assist in consistently advertising Narrogin in the Greater Metro and Wheatbelt area as being a community of Culture and activities.

The author will not run through the benefits of ARtS Narrogin within the community as a presentation has been requested prior to the meeting and this information will be presented then.

Consultation:

- Ms Susan Guy
- Mr Colin Bastow
- Arts Narrogin

Statutory Environment:

- *Section 3.58 Local Government Act 1995 Disposing of Property*

Policy Implications: Nil

Financial Implications:

Currently Council have the old Menswear Shop vacant and are receiving no income at all from the premises. This lease will provide a subsidised income, and may, more importantly, create economic benefit through the community.

Strategic Implications:

The provision of this lease may have implications strategically and through points:

1.2	Investigate developing a major events for the Town.	CEO	2014
1.4	Promote Narrogin to the Business Community, State Government and the general public as a strong and positive economic entity.	CEO	Ongoing
1.5	Support Tourism, Arts and sport initiatives, recognising the economic impact that they provide to the businesses and general community.	DCCS/MLC	Ongoing
2.1	Continue to expand the Town's capacity and reputation as a venue for events, sports and seminars of local and regional significance.	DCCS	2015
2.6	Encourage and assist local Arts Groups to facilitate the development of the arts culture in Narrogin.	MLC	Ongoing

Voting Requirements: Absolute Majority

OFFICER'S RECOMMENDATION

That Council:

A) After reviewing the provided information rescind the following motion:

10.2.773 LEASE OF TOWN HALL SHOP

COUNCIL DECISION (COMMITTEE & OFFICER'S RECOMMENDATION):

Moved: Councillor Madson

Seconded: Councillor Gorton

The CEO advertises in the local newspaper for a suitable tenant to lease the vacant shop 2 (formally leased by Country Squires) after rewiring work of the Town Hall has been completed.

B) Authorise the Chief Executive Officer to prepare a lease, as per Council's standard lease document with the attached and commented terms for a period of three years with a three year option to renew that both parties are required to agree to at a rate of \$2,500 per annum increasing with CPI per annum and that ARtS Narrogin will be responsible for all utilities and outgoings attributed to the shop space.

Council Resolution: 0313.044

Moved: Cr Muller

Seconded: Cr Paternoster

This Motion has been endorsed by Cr Russell and Cr McKenzie as per rescission requisition.

The Motion was not supported by Absolute Majority

LOST: 5/2

Note: Mrs Beaton left at 8:28pm.



ARtS Narrogin Inc.

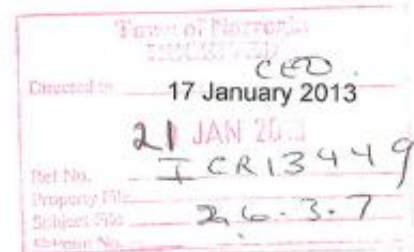
PO Box 1168, Narrogin, WA 6312

Phone: 0448 490 409

Email: debonair@westnet.com.au

ABN 45 198 182 290

Mr Aaron Cook
Chief Executive Officer
Town of Narrogin
89 Earl Street
Narrogin WA 6312



Dear Aaron

Re: ARTS Narrogin proposal for lease of former Men's Clothing Shop

Further to our earlier discussions and your letter dated 17 September 2012, we are now in a position to be able to confirm our interest in entering a formal lease agreement with the Town of Narrogin for the use of the former men's clothing shop.

ARTS Narrogin has successfully applied for "Vital" funding from Country Arts WA and will receive \$10,000 during 2013 to assist with operational costs including bookkeeping, insurance and wages for a casual or part time arts administration assistant. We have also received almost \$5000 from the Volunteers Grants 2012 scheme for the purchase of computer and printing equipment and software.

We now respond to the specific discussion points raised in your letter and look forward to an opportunity to progress these plans with you in the hope of being able to enhance the opening of the Regional Cultural Complex at the Narrogin Town Hall in mid 2013.

- ARTS Narrogin would be able to enter into a lease of the premises for an annual rent of (say) \$2,500 per annum, increasing in accordance with CPI, for three years with an option for a further three years.
- Power and water would be paid on the basis of individual metered accounts or a negotiated set annual fee; telephone and internet accounts would be separately entered into by ARTS Narrogin.
- Town of Narrogin would be acknowledged in all advertising and marketing as a major sponsor of the association through its in kind support.
- It would be ARTS Narrogin's intention to run approximately 12 events each year, including art exhibitions, live performances, film events and other cultural activities as can be sourced and funded. However it must be understood that these events will depend on availability (e.g. when a touring show is offered or a particular artist or performer can be booked) and may therefore occur in clusters rather than in a fixed pattern.
- ARTS Narrogin will retain the right to consider all available venues when matching an event with performer requirements, audience numbers, catering and ambience; however the Town Hall and Reception Centre will be obvious options as long as the hiring rates and anticipated revenues can result in a balanced budget.

- The NEXIS gallery is a Council asset that is managed as a whole of community facility. ARTS Narrogin would be happy to assist a gallery committee to source and curate exhibitions and to manage a roster of volunteers to keep the gallery open, as the Narrogin Arts Council did in the past. However it would not be in a position to pay rent or hiring fees for the venue as art exhibitions are rarely profit-making ventures. The provision of the venue could be considered a further in kind contribution from the local government and thus support future grants applications.
- The provision of accessible entry to the gallery is a matter for Council to consider. Naturally the association would be happy to cooperate in any funding application. ARTS Narrogin would also have to consider whether it could supply volunteers for both the gallery and the community arts centre if there was no linked access.
- ARTS Narrogin would request that, prior to signing a lease, Council conducts an inspection of the building and repairs any structural faults. It is also felt that, as the Town of Narrogin has received Royalties for Regions funding for the interior and exterior painting of the Town Hall complex, it might consider including painting of the shop as a minor addition to the overall works. ARTS Narrogin would seek funds for floor coverings, window treatments and fittings and would expect to cover the cost of cleaning and minor maintenance of the facility as per the Town of Narrogin's standard lease agreements.
- Ideally, ARTS Narrogin would like to enter into a lease agreement and open the shop as a community arts centre on 1 July 2013 in conjunction with the reopening of the Town Hall. Access would need to be provided prior to that date for the purpose of fitting out the premises and establishing the office administration.

Please let us know how you would like to proceed. We would be happy to make a private presentation to Town of Narrogin staff and councillors if you feel that would advance the discussion.

Thank you for your interest.

Kind regards



DEBORAH HUGHES-OWEN
Chair

10.2.971 ALCOHOL POLICY

File Reference: 19.6.4
Disclosure of Interest: Nil
Applicant: N/A
Previous Item Nos: Nil
Date: 20 March 2013
Author: Susan Guy

Attachments:

- Draft Alcohol Policy
- Primary Health Letter of Support

Summary:

Council is requested to endorse the Safetown & Roadwise Committee's Draft Alcohol Policy and include it in the suite of Council policies.

Background:

A special Safetown & Roadwise Committee meeting was convened on Monday 9 July 2012 due to Committee members having a range of community safety concerns pertaining to drinking and driving patterns and behaviour of the Town's residents and outlying shires. This meeting was attended by the publicans of the Duke, Cornwall and Horden Hotel respectively, a representative of the Upper Great Southern League Football Club and the proprietor of Narrogin Liquor.

Among matters discussed was the possibility of an agreement between sporting clubs and the Committee regarding messages to club patrons concerning drink driving and responsible alcohol consumption and working with all sporting clubs to address issues. It was agreed that Cr. Arthur Paternoster draft an alcohol policy which could be adopted by all sports clubs leasing club rooms on Town land which addressed responsible service of alcohol and the promotion of responsible alcohol consumption by patrons.

Cr Paternoster subsequently developed a draft Alcohol Policy which was circulated amongst Committee members for comment and feedback. Comments were received by the Licensing Officer of the WA Police and minor amendments made at a Safetown & Roadwise Committee meeting on 11 February 2013. The Draft Alcohol Policy, as amended, was then endorsed at this same meeting.

Comment:

The Health Promotion Officer of the WA Country Health Service – Wheatbelt, provided a strong letter of support to the Safetown & Roadwise Committee for the development of an Alcohol Policy. Comments made in this letter of support include the following:

The Western Australian Alcohol Plan recommends that the health impacts of alcohol be addressed using a whole of population approach. This should focus on reducing the social acceptability of drunken behaviour and creating environments that minimise

the potential problems from excess alcohol use. Local Governments and councils play a crucial role in encouraging shifts in drinking culture in their communities.

Having policy to support Local Government considerations that are required to manage risk and develop safe drinking settings and communities will:

- *Set out transparent and easy to understand requirements for the community and local businesses regarding applications.*
- *Establish a consistent approach within your local government to local alcohol matters.*
- *Increase the likelihood of effective alcohol management resulting in a safer and more prosperous community.*

Consultation: Nil

Statutory Environment: Nil

Policy Implications: An addition to Town policies.

Financial Implications: Nil

Strategic Implications: Nil

Voting Requirements: Simple

Council Resolution: 0313.045

Moved: Cr Muller

Seconded: Cr Paternoster

That Council:

Endorse the Safetown & Roadwise Committee's Draft Alcohol Policy as attached and include it in the suite of Council policies.

CARRIED 7/0

Note: Mr Ned Crossley left the Chambers at 8:39pm.

Note: Mrs Deborah Hughes-Owens, Mrs Avril Baxter, Mrs Pam Peden and Mrs Mary Silverman left the Chambers at 8:43pm.

ALCOHOL POLICY

Serving Alcohol

Alcohol will be served according to the requirements of the club's liquor licence and in accordance with the safety and wellbeing of patrons.

- Only trained servers will be permitted to serve alcohol.
- The club will discourage excessive or rapid consumption of alcohol.
- Alcoholic drinks will be served in standard drink measures.
- The club will display posters on Blood Alcohol Content and the ways alcohol affects the body.
- The liquor licence will be displayed at the bar.
- Energy drinks will not be sold in circumstances which would or may allow them to be mixed with alcohol.

Intoxicated patrons:

- Alcohol will not be served to any person who is intoxicated.
- Servers will follow procedures, provided in their training for dealing with and refusing alcohol to intoxicated patrons.
- Intoxicated patrons will be asked to leave the club.
- The club will encourage safe transport options.

Underage drinking:

- Alcohol will not be served to minors.
- Staff will request proof of age, where appropriate.
- Only photographic ID will be accepted.

Safe transport

The club will take every action necessary when the driver is over the 0.05 limit.

- The club will prominently display taxi phone numbers near the public telephone.
- Club members and bar staff will encourage intoxicated patrons to take safe transport home.
- The club will implement a designated driver program.

Low-alcohol and alcohol-free drinks

The club will provide a selection of low-cost, low-alcohol and alcohol-free drinks at the bar.

- Free jugs of water will be placed at the bar.
- A range of low-alcohol and non-alcoholic drinks will be actively promoted and sold at prices competitive with those of full-strength alcoholic drinks.
- Tea and coffee will be available social functions.

Provision of food

- The club will actively promote and provide a range of snacks and meals when alcohol is served.
- The club will actively promote and sell food whenever alcohol is available.

- The club will provide a range of attractive, nourishing and inexpensive snacks and meals.
- The club to encourage awards other than alcohol as prizes for player performance

Promoting the responsible use of alcohol

- The club will actively demonstrate its attitude relating to the responsible use of alcohol.
- The club will not advertise, promote or serve alcohol at junior events or activities.
- The club will educate club members and supporters about the alcohol policy.
- The club will pursue non-alcohol sponsorship and revenue sources.
- The club will provide alcohol-free social events for young people and families.
- Alcohol advertising will only appear at the bar.
- The club will not promote alcohol through 'cheap drink' strategies, such as happy hours.



Government of **Western Australia**
Department of **Health**
WA Country Health Service

Southern Wheatbelt Primary Health Service

5 February 2013

Ms Susan Guy
Manager of Leisure and Culture
Town of Narrogin
Earl St
NARROGIN WA 6312

To Whom It May Concern

RE: Draft Alcohol Policy

I write on behalf of Southern Wheatbelt Primary Health Service in support of the alcohol policy for Town of Narrogin (TON) owned licensed venues which was drafted by Cr Paternoster on behalf of the Town of Narrogin's Safetown Committee.

Alcohol when consumed in moderation is enjoyed by many. Harmful alcohol consumption is a risk factor for both chronic disease and injury and is a key factor in crime, social disruption, violence and property damage. Between 2006 and 2010 there was a significantly higher hospitalisation rate due to alcohol use in the Wheatbelt when compared to the state average. In 2009-10 alcohol was a factor in 49.4% of 108 assaults recorded in Narrogin, higher than the state average of 45.2%.

The Western Australian Alcohol Plan recommends that the health impacts of alcohol be addressed using a whole of population approach. This should focus on reducing the social acceptability of drunken behaviour and creating environments that minimise the potential problems from excess alcohol use. Local Governments and councils play a crucial role in encouraging shifts in drinking culture in their communities.

Having policy to support local government considerations that are required to manage risk and develop safe drinking settings and communities will:

- Set out transparent and easy to understand requirements for the community and local businesses regarding applications.
- Establish a consistent approach within your local government to local alcohol matters.
- Increase the likelihood of effective alcohol management resulting in a safer and more prosperous community.

I would like to commend Cr Paternoster for his efforts in developing the Draft Alcohol Policy and strongly believe this is a necessary step for the Town Of Narrogin owned licensed venues.

I hope this policy receives full support and will strongly advocate that it is adopted in its entirety by Council.

Yours sincerely

Paige Rae
Health Promotion Officer

Alisha Wells
Health Promotion Officer

PO Box 477 , Narrogin Western Australia 6312
Tel: (08) 9881 0385 Facsimile: (08) 9881 0457
ABN: 28 680 145 816 015 <http://www.wacountry.health.wa.gov.au>

10.2.972 Avon Youth Request for Lease

File Reference: 3.5.24
Disclosure of Interest: Nil
Applicant: Mr Shane Malek from Avon Youth
Previous Item Nos: Nil
Date: 18 February 2013
Author: Mr Aaron Cook - Chief Executive Officer

Attachments:

Request from Mr Malek from Avon Youth

Summary:

It is presented to Council to lease the office space at the front of the Town Hall that was previously agreed to lease to another small business that never progressed with the lease.

Background:

The Town hall front office, that is next to the Road Wise office and was previously leased or provided to the Small Business Centre, has been vacant now for a considerable period of time. This vacancy unfortunately adds to the vacant look of the main street.

Comment:

It is proposed to Council that the front office at the Town Hall be leased to Avon Youth to provide an office to Mr Shane Malek at the same rate and conditions previously agreed in the resolution passed in September, 2012.

Consultation:

- Avon Youth

Statutory Environment:

- *Local Government (Administration) Regulations 1996 Section 10 Revoking or changing decisions (Act s. 5.25(1) (e)*

Policy Implications: Nil

Financial Implications:

Although not a large amount Council will receive \$60.00 per week rent from the small office and all expenses will be paid for by Avon Youth as part of the lease agreement.

Strategic Implications: Nil

Voting Requirements: Absolute Majority

OFFICER'S RECOMMENDATION:

That Council:

- a) Agree to rescind the motion resolved on the 11th September 2012:

That Council:

Endorse the preparing of a rental agreement for the front room at the Town Hall facility, North East Corner, for a rent of \$60.00 per week to Mr Cameron Hayes to facilitate the establishment of a Banner and Item Printing small business for a period of 12 months only. Should Mr Hayes require any equipment that utilises a large amount of power an additional \$10 per week will be applied as a power charge.

and

- b) Endorse the preparing of a rental agreement for the front room at the Town Hall facility, North East Corner, for a rent of \$60.00 per week to Avon Youth to facilitate their business for a period of 12 months only with a 12 month extension should both parties agree. All outgoings for utilities are to be paid for by Avon Youth and no access to the Road Wise Office will be provided.

Council Resolution: 0313.046

Moved: Councillor Ballard

Seconded: Councillor Paternoster

This Motion has been endorsed by Cr Russell and Cr Muller as per rescission requisitions.

That Council:

- a) Agree to rescind the motion resolved on the 11th September 2012.

That Council:

Endorse the preparing of a rental agreement for the front room at the Town Hall facility, North East Corner, for a rent of \$60.00 per week to Mr Cameron Hayes to facilitate the establishment of a Banner and Item Printing small business for a period of 12 months only. Should Mr Hayes require any equipment that utilises a large amount of power an additional \$10 per week will be applied as a power charge.

and

- b) Endorse the preparing of a rental agreement for the front room at the Town Hall facility, North East Corner, for a rent of \$60.00 per week to Avon Youth to facilitate their business for a period of 12 months only with a 12 month extension should both parties agree. All outgoings for utilities are to be paid for by Avon Youth and no access to the Road Wise Office will be provided.

CARRIED: 7/0

BY ABSOLUTE MAJORITY

Aaron Cook

From: Shane Malek <avonyouth.narrogin@westnet.com.au>
Sent: Tuesday, 12 February 2013 9:58 AM
To: Aaron Cook
Subject: FW: Avon Youth Hire of office in the town Hall (shane please forward)

Hi Aaron , here's the letter you requested for council

Shane Malek

Youth Engagement Officer

Ph: 08) 9881 6001 *Address:* Shop 7/9 Egerton Street
Narrogin WA 6312
Fax: 08) 9881 5003 *Postal:* PO Box 576, Northam WA 6401
Mobile: 0487 260 002

From: Venessa VM. Miler [mailto:venessa.miler@avonyouth.org.au]
Sent: Tuesday, 12 February 2013 9:41 AM
To: avonyouth.narrogin@westnet.com.au
Subject: Avon Youth Hire of office in the town Hall (shane please forward)

To whom it may concern,

This is to advise that Avon youth would like to take tenancy of the spare office in the town hall as discussed on 5th of February, 2013. It is recognised that this may be a temporary measure for both the Council and ourselves until a better facility can be sourced or the council need to reclaim it once renovations are complete, but it would be very good solution for us in the meantime.

Please forward any documents to myself as well as a starting date so we can terminate our current lease and organise the move.

Thanking you.

Venessa Miler

Chief Executive Officer | Avon Youth Community and family services | p: (08) 9622 2612 | f: (08) 9622 7022 | m: 0407082945 | e: venessa.miler@avonyouth.org.au | 371 Fitzgerald Street
Northam WA 6401 | PO Box 576, Northam | www.avonyouth.org.au |

10.2.973

Annual Compliance Audit Return 2012

File Reference: 14.1.1
Disclosure of Interest: Nil
Applicant: N/A
Previous Item Nos: Nil
Date: 18 February 2013
Author: Mr Aaron Cook - Chief Executive Officer

Attachments: Annual Compliance Return.

Summary:

The completed Annual Compliance Audit Return is presented to Council for endorsement and adoption

Background:

It is required of all Local Governments to complete the Annual Compliance Audit Return as part of its regulatory obligations to the Department of Local Government.

Comment:

The Compliance Audit Return has been completed for the 2012 year and is presented for adoption. The review required some investigation into the practices of the administration and it is pleasing to say that no noncompliance issues were identified.

Consultation: - Nil

Statutory Environment:

Regulation 13 Local Government Audit Regulations 1996.

Policy Implications: Nil

Financial Implications: Nil

Strategic Implications: Nil

Voting Requirements: Simple Majority

Council Resolution: 0313.047

Moved: Cr Paternoster

Seconded: Russell

That Council:

Endorse the Annual Compliance Audit Return for the 2012 calendar year as presented to Council by the Chief Executive Officer and the Mayor is endorsed with the CEO to sign the Compliance Audit Return form enabling the document to be sent Department of Local Government before 30th March 2012.

CARRIED: 7/0



Narrogin - Compliance Audit Return 2012

Certified Copy of Return

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

Commercial Enterprises by Local Governments					
No	Reference	Question	Response	Comments	Respondent
1	s3.59(2)(a)(b)(c) F&G Reg 7,9	Has the local government prepared a business plan for each major trading undertaking in 2012.	N/A		Aaron Cook
2	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2012.	N/A		Aaron Cook
3	s3.59(2)(a)(b)(c) F&G Reg 7,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2012.	N/A		Aaron Cook
4	s3.59(4)	Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2012.	N/A		Aaron Cook
5	s3.59(5)	Did the Council, during 2012, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	N/A		Aaron Cook



Delegation of Power / Duty					
No	Reference	Question	Response	Comments	Respondent
1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	N/A		Aaron Cook
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	N/A		Aaron Cook
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	N/A		Aaron Cook
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	N/A		Aaron Cook
5	s5.18	Has Council reviewed delegations to its committees in the 2011/2012 financial year.	N/A		Aaron Cook
6	s5.42(1), 5.43 Admin Reg 18G	Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act.	Yes		Aaron Cook
7	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO resolved by an absolute majority.	Yes		Aaron Cook
8	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO in writing.	Yes		Aaron Cook
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	Yes		Aaron Cook
10	s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority.	Yes		Aaron Cook
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	Yes		Aaron Cook
12	s5.46(2)	Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2011/2012 financial year.	Yes		Aaron Cook
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required.	Yes		Aaron Cook

Disclosure of Interest					
No	Reference	Question	Response	Comments	Respondent
1	s5.67	If a member disclosed an interest, did he/she ensure that they did not remain present to participate in any discussion or decision-making procedure relating to the matter in which the interest was disclosed (not including participation approvals granted under s5.68).	Yes		Aaron Cook
2	s5.68(2)	Were all decisions made under section 5.68(1), and the extent of participation allowed, recorded in the minutes of Council and Committee meetings.	Yes		Aaron Cook



Government of Western Australia
Department of Local Government

No	Reference	Question	Response	Comments	Respondent
3	s5.73	Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made.	Yes		Aaron Cook
4	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly elected members within three months of their start day.	Yes		Aaron Cook
5	s5.75(1) Admin Reg 22 Form 2	Was a primary return lodged by all newly designated employees within three months of their start day.	Yes		Aaron Cook
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2012.	Yes		Aaron Cook
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2012.	Yes		Aaron Cook
8	s5.77	On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return.	Yes		Aaron Cook
9	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76	Yes		Aaron Cook
10	s5.88(1)(2) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28.	Yes		Aaron Cook
11	s5.88 (3)	Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76.	Yes		Aaron Cook
12	s5.88(4)	Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee.	Yes		Aaron Cook
13	s5.103 Admin Reg 34C & Rules of Conduct Reg 11	Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes.	Yes		Aaron Cook
14	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	Yes		Aaron Cook



No	Reference	Question	Response	Comments	Respondent
15	s5.70(3)	Where an employee disclosed an interest under s5.70(2), did that person also disclose the extent of that interest when required to do so by the Council or a Committee.	Yes		Aaron Cook
16	s5.103(3) Admin Reg 34B	Has the CEO kept a register of all notifiable gifts received by Council members and employees.	Yes		Aaron Cook

Disposal of Property

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

Elections

No	Reference	Question	Response	Comments	Respondent
1	Elect Reg 30G (1)	Did the CEO establish and maintain an electoral gift register and ensure that all 'disclosure of gifts' forms completed by candidates and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the candidates.	N/A		Aaron Cook

Finance

No	Reference	Question	Response	Comments	Respondent
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Act.	Yes		Aaron Cook
2	s7.1B	Where a local government determined to delegate to its audit committee any powers or duties under Part 7 of the Act, did it do so by absolute majority.	N/A		Aaron Cook
3	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	Yes		Aaron Cook
4	s7.3	Was the person(s) appointed by the local government to be its auditor, an approved auditor.	Yes		Aaron Cook
5	s7.3, 7.6(3)	Was the person or persons appointed by the local government to be its auditor, appointed by an absolute majority decision of Council.	Yes		Aaron Cook



Government of Western Australia
Department of Local Government

No	Reference	Question	Response	Comments	Respondent
6	Audit Reg 10	Was the Auditor's report for the financial year ended 30 June 2012 received by the local government within 30 days of completion of the audit.	Yes		Aaron Cook
7	s7.9(1)	Was the Auditor's report for 2011/2012 received by the local government by 31 December 2012.	No	Application was made to the Minister	Aaron Cook
8	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken by the local government, was that action undertaken.	Yes		Aaron Cook
9	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken.	Yes		Aaron Cook
10	S7.12A(3), (4)	Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time.	Yes		Aaron Cook
11	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	Yes		Aaron Cook
12	Audit Reg 7	Did the agreement between the local government and its auditor include the scope of the audit.	Yes		Aaron Cook
13	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	Yes		Aaron Cook
14	Audit Reg 7	Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor.	Yes		Aaron Cook
15	Audit Reg 7	Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor.	Yes		Aaron Cook



Local Government Employees					
No	Reference	Question	Response	Comments	Respondent
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	N/A		Aaron Cook
2	s5.36(4) s5.37(3), Admin Reg 18A	Were all vacancies for the position of CEO and other designated senior employees advertised and did the advertising comply with s.5.36(4), 5.37(3) and Admin Reg 18A.	N/A		Aaron Cook
3	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	N/A		Aaron Cook
4	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position of CEO under section 5.36(4).	N/A		Aaron Cook
5	Admin Regs 18E	Did the local government ensure checks were carried out to confirm that the information in an application for employment was true (applicable to CEO only).	N/A		Aaron Cook

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



Tenders for Providing Goods and Services					
No	Reference	Question	Response	Comments	Respondent
1	s3.57 F&G Reg 11	Did the local government invite tenders on all occasions (before entering into contracts for the supply of goods or services) where the consideration under the contract was, or was expected to be, worth more than the consideration stated in Regulation 11(1) of the Local Government (Functions & General) Regulations (Subject to Functions and General Regulation 11(2)).	Yes		Aaron Cook
2	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than inviting tenders for a single contract.	N/A		Aaron Cook
3	F&G Reg 14(1)	Did the local government invite tenders via Statewide public notice.	Yes		Aaron Cook
4	F&G Reg 14, 15 & 16	Did the local government's advertising and tender documentation comply with F&G Regs 14, 15 & 16.	Yes		Aaron Cook
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer, notice of the variation.	Yes		Aaron Cook
6	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes		Aaron Cook
7	F&G Reg 18 (4)	In relation to the tenders that were not rejected, did the local government assess which tender to accept and which tender was most advantageous to the local government to accept, by means of written evaluation criteria.	Yes		Aaron Cook
8	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of F&G Reg 17.	Yes		Aaron Cook
9	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful tender or advising that no tender was accepted.	Yes		Aaron Cook
10	F&G Reg 21 & 22	Did the local governments's advertising and expression of interest documentation comply with the requirements of F&G Regs 21 and 22.	N/A		Aaron Cook
11	F&G Reg 23(1)	Did the local government reject the expressions of interest that were not submitted at the place and within the time specified in the notice.	N/A		Aaron Cook



Government of **Western Australia**
Department of **Local Government**

No	Reference	Question	Response	Comments	Respondent
12	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	N/A		Aaron Cook
13	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	N/A		Aaron Cook
14	F&G Reg 24E	Where the local government gave a regional price preference in relation to a tender process, did the local government comply with the requirements of F&G Reg 24E in relation to the preparation of a regional price preference policy (only if a policy had not been previously adopted by Council).	Yes		Aaron Cook
15	F&G Reg 11A	Does the local government have a current purchasing policy in relation to contracts for other persons to supply goods or services where the consideration under the contract is, or is expected to be, \$100,000 or less.	Yes		Aaron Cook

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

Signed Mayor / President, Narrogin

Signed CEO, Narrogin

10.2.974

Forrest Personnel Rate Exemption Request

File Reference: 25.5.7
Disclosure of Interest: Nil
Applicant: N/A
Previous Item Nos: Nil
Date: 18 February 2013
Author: Mr Aaron Cook – Chief Executive Officer

Attachments:

Letter from Mr Matt Lewis - Chief financial Officer Forrest Personnel.

Summary:

A letter of request has been received requesting that Council waive the rates raised for the property that Forrest Personnel at Shop 4, Church Square, 31 Fortune St Narrogin.

Background:

There is little background to this item other than the letter presented.

Comment:

It is requested, by Forrest Personnel to waive the rates raised on the above mentioned property as they are claiming to be a Not for Profit Public Benevolent Institution.

It must be noted that Local Government are not required to waive rates for Not for Profit organisations like Forrest Personnel.

The section of the Act that relates to this provision reads as follows:

6.26. Rateable land

- (1) Except as provided in this section all land within a district is rateable land.
- (2) The following land is not rateable land —
 - (a) land which is the property of the Crown and —
 - (i) is being used or held for a public purpose; or
 - (ii) is unoccupied, except —
 - (I) where any person is, under paragraph (e) of the definition of **owner** in section 1.4, the owner of the land other than by reason of that person being the holder of a prospecting licence held under the *Mining Act 1978* in respect of land the area of which does not exceed 10 ha or a miscellaneous licence held under that Act; or
 - (II) where and to the extent and manner in which a person mentioned in paragraph (f) of the definition of **owner** in section 1.4 occupies or makes use of the land;

and

- (b) land in the district of a local government while it is owned by the local government and is used for the purposes of that local government other than for purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the local government; and
- (c) land in a district while it is owned by a regional local government and is used for the purposes of that regional local government other than for the purposes of a trading undertaking (as that term is defined in and for the purpose of section 3.59) of the regional local government; and
- (d) land used or held exclusively by a religious body as a place of public worship or in relation to that worship, a place of residence of a minister of religion, a convent, nunnery or monastery, or occupied exclusively by a religious brotherhood or sisterhood; and
- (e) land used exclusively by a religious body as a school for the religious instruction of children; and
- (f) land used exclusively as a non-government school within the meaning of the *School Education Act 1999*; and
- (g) land used exclusively for charitable purposes; and
- (h) land vested in trustees for agricultural or horticultural show purposes; and
- (i) land owned by Co-operative Bulk Handling Limited or leased from the Crown or a statutory authority (within the meaning of that term in the *Financial Management Act 2006*) by that co-operative and used solely for the storage of grain where that co-operative has agreed in writing to make a contribution to the local government; and
- (j) land which is exempt from rates under any other written law; and
- (k) land which is declared by the Minister to be exempt from rates.

Some Local Governments have in the past waived the rates for specific organisations; however, this is a choice that they make and then face the implications of making precedence's within how they raise their rate income.

Forrest Personnel, although are a Not for Profit organisation does not mean that it is not run and facilitated like a business and that revenues are not being generated. Rather any excess monies generated are retained by the organisation and not distributed to shareholders or owners of the business.

Currently the author is not aware of the Town providing any such rate exemption to similar entities. It is felt; however, that should Council look on this request favourably that many more similar organisations within Narrogin would request the same exemption and this could then have a large effect on the rates raised by the Town.

Through facilitating the office at Forrest Personnel the surrounding facilities and amenities are being utilised and as a result there is an expense to the organisation that the rates are raised for.

As such, it is recommended to Council that the request be declined as this would set a precedent within raising of rates within the Town of Narrogin.

Consultation: - Nil

Statutory Environment:

- *Local Government Act 1995 Rateable Land -Section 6.26 (g)*

Policy Implications: Nil

Financial Implications:

Should Council approve this request the initial waiving of approximately \$900.00 + bin and other charges will soon be increased sharply with additional requests being presented to Council. The total of these could easily reach 1 - 1.5% of the total rates raised.

Strategic Implications: Nil

Voting Requirements: Simple

Council Resolution: 0313.048

Moved: Cr McKenzie

Seconded: Muller

That Council:

Advise Forrest Personnel that the request to waive the rates on the property at Shop 4, Church Square, 31 Fortune St Narrogin is declined due to the precedence that the waiving would create and the detrimental effect on future rate income.

CARRIED: 7/0

10.2.975 Salaries and Allowances Tribunal Request for Reassessment

File Reference: 22.13.1
Disclosure of Interest: Nil
Applicant: N/A
Previous Item Nos: Nil
Date: 18 February 2013
Author: Mr Aaron Cook - Chief Executive Officer

Attachments:

Letter prepared on behalf of the Mayor, addressed to Mr John Lukin Executive Officer from the Salaries and Allowances Tribunal.

Summary:

Presented is a letter prepared on behalf of the Mayor requesting that the Salaries and Allowances Tribunal reassess their allocation of the Town of Narrogin to a classification of level 4.

Background:

In 2012 the Salaries and Allowances Tribunal, under direction from the State, performed a review of the classification of Local Governments and through doing this resolved to create 4 categories of Local Governments. This was a large reduction from the nine classifications that were in place previously.

The Town of Narrogin submitted a submission as was requested; however, this submission was not recognised and the Tribunal ignored the request to raise the Town of Narrogin to a level three.

Comment:

The letter attached provides a greater degree of information as to the reasons and implications of the classification. However, it appears inconsistent that the Town of Narrogin with its complexities, large staff and asset portfolio are being classified the same as Council such as Woodanilling, Wandering, Kent, Broomehill Tambellup, Cuballing and many more similar sized Councils. Yet there are other smaller Councils than the Town that are already classified as a level 3 such as the Shires of Kojonup, Irwin, Katanning, Merredin and many more.

The letter requests that the Salaries and Allowances Tribunal review the Town of Narrogin and its classification allocation and takes into light the complexity and size of the Town of Narrogin.

Consultation:

- Mayor Ennis

Statutory Environment: - Nil

Policy Implications: Nil

Financial Implications: Nil

Strategic Implications: Nil

Voting Requirements: Simple Majority

Council Resolution: 0313.049

Moved: Cr Russell

Seconded: Cr Ballard

That Council:

Review and endorse the Mayoral letter addressed to the Salaries and Allowances Tribunal requesting that a review of the classification of the Town of Narrogin be performed to raise the classification to a level three Local Government.

CARRIED: 7/0

Note: Cr Paternoster left at 9:06pm

Note: Cr Paternoster returned at 9:07pm

MR JOHN LUKIN
EXECUTIVE OFFICER
SALARIES AND ALLOWANCES TRIBUNAL
10TH FLOOR, 216 ST GEORGES TERRACE
PERTH WA 6000

Dear Mr Lukin,

RE: CLASSIFICATION OF THE TOWN OF NARROGIN AS A LEVEL 4 LOCAL GOVERNMENT

The Town of Narrogin Council previously provided a detailed submission as to the proposed level of the Town Of Narrogin.

It was disappointing to note that this submission was not considered favourably in the light of the details provided and size and complexity of the Town of Narrogin.

It is understood that all Local Governments within Western Australia differ and it would be difficult to place them within four groupings as this greatly limits the scope to allow for differences within the industry. However, Council does not disagree with the values of the classification placed on the remuneration bands in these levels but the classification of the Town of Narrogin appears to be inequitable compared to many other Councils within the state.

For example the Town of Narrogin is placed in the same standing as Councils like Wandering, Woodanilling, Wagin, Williams, Kent, Narrogin Shire, Cuballing and many more.

Yet some Councils that have a greatly reduced budget and employ substantially less staff are classified as a level 3. For example, Shire of Kojonup, Irwin, Katanning, Merredin, Moora, Plantagenet, Ravensthorpe, Waroona and others.

The Town of Narrogin has a population of 5,000 within the town site and is a Regional Centre for a total population of 10,000 residents within a 50km radius and this increases further to 20,000 residents within 150kms. The services provided within the Town need to be of appropriate size and availability to service this much larger population base as the Local Government that these people reside in do not provide the same level of services and infrastructure.

The Town has experienced a strong level of growth in the last five years and it is expected that the next Census will show growth in the population to be positive. With additional developments now in their planning stages, the population is expected to increase further over the coming years.

The Town of Narrogin is now promoting the Town as a place to develop business and several companies are already looking to relocate to the Industrial area. This will provide a strong push for more residential development and greatly assist in reducing unemployment within the Town.

Narrogin has one of the lowest household income rates in Western Australia and this greatly restricts the level of services that are able to be provided by the Town of Narrogin, and the fees and charges that can be adopted. This creates levels of tension and restraint on Council and staff to provide the same level of services as similar Local Governments in more affluent areas.

The Town of Narrogin is a very diverse multi-cultural community, with a strong Noongar community, and this places additional strains on the allocation of services. This being the case, the Town was required to construct much larger community assets than what would be required by the immediate local residents. This has been costly in the past and continues to be so, having a considerable impact upon each budget.

This places a large amount of additional pressure on Executive Staff to provide services and infrastructure to Council and the Community within limited budgets, and to constantly investigate alternative methods of operation or maintenance.

Narrogin has many ageing facilities and buildings, of which several are heritage listed. However, this is not a large issue for Council and affects its operations less than the necessity of providing recreation facilities, aged care support and similar services.

To facilitate good Local Government in Narrogin Council has been forced to build large indoor sports and recreation facility including an indoor heated pool and also facilitates a large Home Care service that caters for the aged and also persons with disabilities. The Town has over \$80 million in building assets alone without addressing the value of the road and other infrastructure assets and employs approximately 100 staff in many varying roles.

As such, the larger population accessing the Town of Narrogin's services places a large amount of pressure on the administration as a whole. For example: the impact on the Town's streets and road surfaces by school buses and other support traffic accessing the schools on a daily basis, utilisation of the Recreation Centre by sporting groups and individuals that do not reside within the Town, provision of aged care facilities and services, the Regional Library, progression of Economic Development for the region, Community Services and Development for the greater Narrogin residents, support to the Arts and Heritage and many other administrative services that are only provided by a Regional Centre.

Being a Regional Centre, the Town of Narrogin is a dynamic and energetic Local Government leader that takes its place within the Region seriously and provides many services to residents of outlying areas which it bears within its own budget. To remain a leader within the region, appropriate recognition of the Town of Narrogin's place as a Regional Centre should be made by the Salaries and Wages Tribunal. With the restriction now placed on Local Governments to employ CEOs within a designated classification band, the levels should be great enough in their maximums to allow Local Governments the freedom to negotiate and attract skilled and experienced staff, and then to retain these staff by being able to offer salary packages that are competitive within the employment sector as a whole.

Recruitment has been a major issue for the Town of Narrogin due to many factors. The biggest problem is the lack of skilled workers within the Town and surrounding area and the reluctance for prospective employees to leave the vicinity of the coast. This has forced Council to offer higher wages and more attractive employment packages to attract staff to relocate from other, larger centres. The cost of wages within the Local Government Sector has risen sharply over the last five years, influenced by its requirement for skilled staff and the rapid expansion of mining in the North West. For example: the Directors at the Town of Narrogin are currently earning a salary package near the maximum of the Classification Level 4 CEO allocated to the Town of Narrogin.

Personnel with the level of skill and experience that is required for the Directors and Management of the Town cannot be recruited without offering substantial remuneration packages. If the Town was to be restricted with the level of payment to the CEO this would

greatly limit the level of remuneration to lower level executives, thus greatly restricting Council's ability to recruit appropriately qualified staff members.

The current CEO of the Town of Narrogin, who was recruited recently, is paid in excess of the current classification of Level 4 and the Directors employed are being paid within the band level 4. The Town would have been profoundly limited in its ability to attract such a suitably qualified and experienced candidate if it had been restricted to the current salary classification.

The current classification for the Town of Narrogin is inappropriate and needs amendment. It is felt that the Salary Packages classification applied to the Town of Narrogin by the Tribunal does not reflect today's professional standards and will, in actuality, increase the difficulty of attracting qualified and experienced persons to undertake these demanding roles in the near future.

The Town of Narrogin requests to have its classification formally reassessed for a level 3 allocation by the Salaries and Allowances Tribunal as the current classification does not represent the size and complexity of the Town of Narrogin as previously stated. The current level will have a detrimental effect to the organisation and community in the future should the requirement to recruit a Chief Executive Officer arises, and it must also be noted that the limitation of restricting any future CEO's salary to within a level 4 classification will greatly limit the ability to recruit other Executive Staff as their salary will also be limited due to the level of the Chief Executive Officer.

I look forward to your response and investigation into the appropriate level of the Town of Narrogin.

Yours sincerely,

Mayor Don Ennis
Mayor - Town of Narrogin
12 March 2013

Note: Cr Ballard and Cr Kain declared an Indirect Financial Interest in Item 10.2.976 as they are sponsors and members of the Narrogin Race and Pace Club.

Note: Cr Ballard and Cr Kain left the room at 9:12pm.

10.2.976 Narrogin Race and Pace Memorandum of Understanding

File Reference:	26.8.9
Disclosure of Interest:	Nil
Applicant:	N/A
Previous Item Nos:	Nil
Date:	18 February 2013
Author:	Mr Aaron Cook - Chief Executive Officer

Attachments:

Draft MOU that has been presented to Narrogin Race and Pace for review.

Summary:

It is proposed that Council endorse the CEO to continue and progress with the attached MOU and be authorised to approve minor negotiated changes to the document to enable its completion.

Background:

Council, in the last portion of 2012, received the signed lease document for the Narrogin Race Grounds from Narrogin Race and Pace. It was always agreed that rather than confusing the Lease Document with other matters that fall outside of the lease that a MOU would be prepared to cover these matters.

Comment:

It is presented to Council to endorse the attached MOU between Council and Narrogin Race and Pace for various matters that have been left unresolved for a lengthy period of time.

The MOU covers a wide range of matters but is hoped to ensure that both parties are clear as to their expectations when it comes to all matters outside of the lease agreement.

There has been a long standing request from Narrogin Race and Pace for Council to provide a discount on the hire rate for the John Higgins Centre. It is proposed within the MOU that as Narrogin Race and Pace are being provided exclusive use of the Tote Room all year round that this in effect is a recognition of the previous contribution to the building cost and as is provided at no cost is essentially a discount on the Facility. It must also be noted that Narrogin Race and Pace utilise locked cages within the Main Bar Fridge and also store another free standing Fridge within this area that takes useable space from the Town and other users and this also forms part of the discounted hire rate.

However, should Council wish to offer a discount then a policy of Council would need to be prepared that would cover this matter. There are several other users of the John Higgins Centre that would potentially benefit from a policy that provides a discount for regular users. As such, Council may wish to consider this in a policy form when the Policy Manual is reviewed, advice as to this matter is requested.

Consultation:

- Narrogin Race and Pace have been provided a copy of the draft MOU but due to the short time frame no response has been received at this stage.
- Mr Colin Bastow - Director of Corporate and Community Services.

Statutory Environment: - Nil

Policy Implications: Nil

Financial Implications:

The intent of the MOU is to resolve several ongoing longer term issues that falls outside of the Lease Agreement. This enforces the charges made by the Town and identifies the responsibility of both parties in several matters. The signing of this document is intended to save Council monies in the long run.

Strategic Implications:

The resolution of this MOU will place the Town of Narrogin and Narrogin Race and Pace in a stronger understanding as to who is responsible for matters and resolves as to who will be covering expenses relating to these matters.

Voting Requirements: Simple

OFFICERS RECOMMENDATION

That Council:

Review the attached draft Memorandum of Understanding between Narrogin Race and Pace and the Town of Narrogin for items and matters that fall outside of the existing lease agreement. It is noted that this agreement is retrospective as it should refer to the same commencement date at the lease agreement; however, is to be reviewed prior to the 30th June 2015.

Council Resolution: 0313.050

Moved: Cr Russell

Seconded: Cr Muller

That Council:

Endorse the attached draft Memorandum of Understanding between Narrogin Race and Pace and the Town of Narrogin for items and matters that fall outside of the existing lease agreement.

CARRIED: 5/0

Note: Reason for change: to endorse the MOU and remove the retrospectivity; Council needs to approve the waiving of the tote room charges as an Absolute Majority is required.

Note: Ms Susan Guy left Chambers at 9:16pm.

Note: Cr Ballard returned to Chambers at 9:26pm

Note: Cr Kain returned to Chambers at 9:26pm

Memorandum of Understanding

Between the

Town of Narrogin

And

Narrogin Race and Pace.

1.0 Purpose: This Memorandum of Understanding (MOU) documents the conditions under which the proposed parties will facilitate agreed terms on a number of matters that relate to the facilitation of the Narrogin Race Club from the Narrogin Race Track and John Higgins Centre.

2.0 Relevant Documents include:

- Town of Narrogin Lease Agreement

3.0 Timeframe: The term of the MOU is from 2nd April 2013 to 30th June 2015 date. A full review of the activities and workings will occur at the conclusion of this period however an annual review should be conducted to ensure that issues do not accumulate.

4.0 Benefits: This MOU has been entered into to clarify the agreement of both parties for the provision of services and their cost:

5.0 Background: The Town of Narrogin owns the buildings and land that Narrogin Race and Pace manage to provide a Horse Racing Facility. Several agreements have been entered into in the past to assist and support Narrogin Race and Pace and this document outlines these agreements and service delivery so that both parties understand and are clear as to what obligations apply and are being committed to.

6.0 Agreements:

The following are a list of items that Town of Narrogin and Narrogin Race and Pace agree to in this MOU.

6.1 Agreement 1: Recycled Water:

- The Town of Narrogin provides to the Narrogin Race and Pace recycled water that is pumped to the Sports Complex Dam from the Water Corporation from the South Western Side of the Town.
- The Town of Narrogin incurred a large expense in providing this service and it is agreed that as the Narrogin Race and Pace is the largest user of the water that an agreed contribution to the cost of facilitating and providing this water will be paid by Narrogin Race and Pace. The contribution is 40% of the total yearly expenses in op-

erating the system and maintenance costs. It is expected that the System will cost approximately \$60,000 to \$75,000 per annum in total depending upon use and maintenance; however, the Town of Narrogin cannot be held to this range due to factors outside of its control.

- Should the expenses for running the system indicate that it will be greater than the \$75,000 then it is requested that the Town of Narrogin Advise Narrogin Race and Pace so that they may prepare for this increase.
- Should the Recycled Water Pumping System break down, water may not be able to be provided to Narrogin Race and Pace and the Town of Narrogin are not obligated to provide another source of water should this occur.
- The Town of Narrogin has agreed to subsidise Narrogin Race and Pace for their usage of the Recycled Water for the first \$15,000 of expenses and this is to be allocated for the life of this MOU.

6.2 Agreement 2: Tote Room Hire:

- The Town of Narrogin recognises that Narrogin Race and Pace contributed to the construction of the John Higgins Centre through providing the use of the Tote Room inclusive of the John Higgins Hire Fee and that Narrogin Race and Pace have exclusive use of this room for the provision of a Tote Room and that the Town of Narrogin retain the right to install communication equipment within this space if required.
- Narrogin Race and Pace are to keep this area clean and free of debris to ensure that no potential fire risks and increased liabilities are generated to the Town of Narrogin.
- Narrogin Race and Pace insure all items owned by them contained within the Tote Room as the Town of Narrogin will not accept any responsibility for these items.
- Should the Tote Room not be required in the future by Narrogin Race and Pace then this area will be returned to the Town in a clean and maintained state. Should the Town find another purpose for this area, after being returned to the Town, any potential request for use in the future may not be approved.

6.3 Agreement 3: John Higgins Hire

- The Town of Narrogin will hire to the Narrogin Race Club the John Higgins Centre on its normal adopted fee rate, and that it be noted that the Tote Room is provided as exclusive use of Narrogin Race and Pace in recognition of the contribution to the buildings original construction, that the hire fee also includes the approval to utilise the servery and fridge on an ongoing basis to store drinks within the main fridge and in a free standing fridge.
- Should Narrogin Race and Pace fail to pay for the hire of the John Higgins Centre within the Town of Narrogin's approved terms and conditions the remaining Bookings for the Centre may be cancelled.
- Narrogin Race and Pace are required to notify and book the John Higgins Centre, as per normal booking procedures, being in writing, and failure to do so will result in the Town of Narrogin not being able to guarantee the availability of the Centre.

6.4 Agreement 4: Reticulation

- As Narrogin Race and Pace paid for and installed all reticulation within the leased area, including the race track, these are the responsibility of Narrogin Race and Pace.

- Should Narrogin Race and Pace require the Town of Narrogin to work on the reticulation in performing repairs or maintenance and checking a charge will be incurred as per agreement 6.6.
- Narrogin race and Pace recognise that the Town of Narrogin are regulated in the use of the recycled water and will abide to all conditions placed on its use as per the Water Corporation and the Environmental Protection Authority.
- Narrogin Race and Pace are not to water at all, other than testing of reticulation stations, during the day (under any circumstances) and the system must be set to commence from 10pm to provide adequate drying time prior to potential public access and must comply with the Water Corporations requirements.

6.5 Agreement 5: Break In Costs:

- The Town of Narrogin has expressed its concern over alcohol being stored within the John Higgins Centre and that this is an attractant for break ins and has requested it be removed to reduce this risk.
- As Narrogin Race and Pace have requested to retain the storage of alcohol within the John Higgins Centre it is agreed that should the break in be attributed to the storing of alcohol that Narrogin Race and Pace pay for all repairs to the building and or damage occurred through the break in, this determination is to be made by the CEO of the Town of Narrogin.
- Where possible all costs will be passed directly to Narrogin Race and Pace to avoid the Town of Narrogin having to pay and raise a tax invoice to Narrogin Race and Pace.
- Should Narrogin Race and Pace refuse to pay for the repairs of the John Higgins Centre should the break in be attributed to the storage of alcohol, as determined by the CEO, then the Town of Narrogin reserves the right to immediately demand the removal of all alcohol and no further storage of any alcohol or drinks material will be allowed in the future aside from the usage at functions.

6.6 Agreement 6: Hire of Plant and Staff:

- The Town of Narrogin will provide assistance to Narrogin Race and Pace when requested at the rate, identified within the adopted budget for Staff and Plant.
- Narrogin Racing are to provide a minimum of 5 working days' notice for all works considered non urgent.
- The Town of Narrogin when requested to perform works are not compelled to undertake the works; however, will assist if time permits, and the request must be able to be accommodated within other normal works committed to by the Town.
- The Current Internal Costing Rate for items are as follows:

○ Staff Member	\$
○ Works Supervisor	\$
○ Utility	\$
○ Light Truck	\$
○ Bobcat	\$
○ Backhoe	\$
○ Tractor and Mower	\$
○ Ride on Mower	\$

6.7 Agreement 7: Contacting Town of Narrogin Staff:

Due to the numerous contact that has been made to the Town in the past and conflicting information being provided and commitments being requested that falls outside of their role the following is agreed.

- The only person making contact to Town of Narrogin Staff should be the Manager of Narrogin Race and Pace for all administrative, billing and general enquiries.
- Mr Kevin Timms, Track Manager, may contact Mr John Warburton for matters relating to reticulation only.
- The Contacts are as follows:
 - Works Supervisor - Minor works requests, hire of plant and equipment, reticulation requests.
 - Manager Narrogin leisure Centre - Building Maintenance and Booking.
 - Director of Technical Services - Large works requests (over eight hours work) and any long term arrangements to do with committing Staff or Plant.
 - Director of Corporate and Community Services - issues or matters pertaining to the lease or MOU.
 - Chief Executive Officer - In the instance of either Director not being available.
- In the instance that the Manager for Narrogin Race and Pace is on leave the Manager is to delegate to one other person to contact the Town of Narrogin on their behalf during this leave.
- Should the Chairman of Narrogin Race of Pace need to contact the Town in regards to an issue they are to contact the Chief Executive Officer or the Mayor.

6.8 Agreement 8: Electronic Equipment and Installations within John Higgins:

- All electronic equipment installed within the John Higgins Centre is to be installed professionally and neatly and ensure that no potential fire risks and increased liabilities are generated to the Town of Narrogin.
- All installations must be first approved by the Town of Narrogin in writing. Failure to obtain approval will result in Narrogin Race and Pace removing the items and making good any damage occurred to the walls or surfaces.
- Upon Narrogin Race and Pace removing any electronic or installed item within the John Higgins all fixture points are to be returned to normal through being patched and painted to the existing colour scheme.

6.9 Trading Terms

- The Town of Narrogin will impose its normal Trading Terms for all invoices raised to Narrogin Race and Pace unless Council resolves differently.

7.0 Grievance Procedures

In a situation where the Town of Narrogin and Narrogin Race and Pace are unable to resolve items in the MOU, the Mayor and CEO of the Town of Narrogin and Chairman and Manager form Narrogin Race and Pace are to meet and discuss the matter at and form a resolution to

the matter. Should this not be achieved a third party is invited to a meeting to help facilitate a resolution, of which the person should be an independent Justice of the Peace or similar.

8.0 Signatures

Chief Executive Officer

Town of Narrogin

Manager

Narrogin Race and Pace

Mayor

Town of Narrogin

Chairman

Narrogin Race and Pace

10.2.977 Regional Transition Group Memorandum of Understanding

File Reference: 14.8.1
Disclosure of Interest: Nil
Applicant: N/A
Previous Item Nos: Nil
Date: 18 February 2013
Author: Mr Aaron Cook - Chief Executive Officer

Attachments:

Drafted Memorandum of Understanding for the progression of the amalgamation should the Poll be unsuccessful.

Summary:

It is presented to Council to consider the attached draft Memorandum of Understanding that outlines many actions and agreements should the three Council progress to amalgamate after the 13th April 2013.

Background:

The Regional Transition Board and working group have been progressing the preparation for amalgamation and many issues have been discussed over time but have not been put into a formal document. As such, this MOU is presented for Council to consider and endorse as part of the amalgamation process.

Comment:

The Regional Transition Board has request that each Council consider the attached MOU and endorse the document in the instance that the amalgamation is to proceed so that matters can be progressed.

The document outlines many of the verbally agreed items that have been raised in the past and clarifies these details so that all three Councils are on the same understanding. One of the only items that is noted that is new to Council is that if the Poll is defeated that progressing forward the Board is to have a third Town of Narrogin voting delegate so that the voting rights falls in line with the new entity being Town three Voting Councillors and Two voting Councillors from each of the Shires.

Other matters like the ward representation, workforce, differential rating and transitional arrangements, to name a few, remain the same as has been previously discussed. It is noted that this document cannot be classified as a legal document but rather provides guidance to the Commissioners appointed and the new entity.

Consultation:

- Town of Narrogin Regional Transition Group representatives.
- Regional Transition Group Board and Working Group.

Statutory Environment: - Nil

Policy Implications: Nil

Financial Implications: Nil

Strategic Implications: Nil

Voting Requirements: Simple

Council Resolution: 0313.051

Moved: Cr Russell

Seconded: Cr Muller

That Council:

Consider and endorse the attached Memorandum of Understanding, between the Town of Narrogin and the Shires of Narrogin and Cuballing, that outlines the agreements formed over a number of varying issues that relate to matters that will be affected through the amalgamation process and provides guidance to the Commissioners and the new Local Government entity.

CARRIED: 7/0

MEMORANDUM OF UNDERSTANDING

For Voluntary Structural Reform

BETWEEN

Shire of Cuballing

AND

Shire of Narrogin

AND

Town of Narrogin

Version 6a – 7 March 2013

Purpose

The Councils recognise the importance of a strong working relationship for the benefit and the wellbeing of the community.

The Councils place a high value on mutual cooperation and consultation on issues of common interest and which may affect any one of the Councils.

This MOU is subsidiary to the Regional Transition Group Agreement signed by the three Councils, and in the event of any inconsistency, the Agreement is to prevail.

Operational dates

This MOU commences once endorsed by the RTG Board and signed by all three Councils.

The operations of the MOU, Board and Working Group will cease –

- On 30 June 2013 regardless, or
- By earlier agreement.

Establishment

Variations and New Initiatives to the Memorandum

The Councils acknowledge that for the MOU to be a living working document it must have the capacity to be reviewed, updated and amended. This can be achieved at any time by the mutual agreement and consent of the Councils.

3.2 Not a Legal Document or Contract

The MOU cannot be implied as, or applied as a legal document or formal instrument of contract. The Councils acknowledge and agree that no legal recourse can be sought from the application or otherwise of this document. The intent is to provide a transparent and mutually

agreed framework to assist with the ongoing relationship and communication between the Councils.

3.3 Commitments to the Memorandum

The Councils support the voluntary amalgamation, and acknowledge that essential elements to a successful voluntary merger are the application of the key principles and outcomes:

Key Principles and Outcomes

The Council will develop their partnership progressively through communication, consultation and cooperative working together.

The three Councils agree the following Key Principles and Outcomes –

- a) Merger
The merger of the entire Shire of Cuballing, Shire of Narrogin and Town of Narrogin effective 1 July 2013
Subject to –
Final decision by the Councils that the creation of the new entity on this date can be managed in good order with realistic expectations.
- b) Name
It is agreed that the name of the new entity be the Shire of Narrogin-Cuballing.
- c) Wards and Elected Representation
 - i) A ward structure based on the existing boundaries of the three Councils will be utilised;
 - ii) Representation will be –
 - Cuballing District Ward – two (2) Councillors;
 - Narrogin District Ward – two (2) Councillors; and
 - Narrogin Town Ward – three (3) Councillors;
 - iii) The President of the new Council will be elected from within the new Council.
 - iv) Ward boundaries and representation to be retained for four (4) years from the creation of the new entity.
 - v) Wards are to be abolished from the 2017 Ordinary Local Government elections
- d) Maintaining Local Identity
 - i) The various locality number plates will be continued (subject to the approval of the Department of Transport), and continue to be available, and a new one for the new entity will be developed.
 - ii) Identity for each locality will continue to be maintained.
- e) Maintaining Work Force
 - i) The Administrative Centre of the new entity will be the current Town of Narrogin Offices.
 - ii) Usage of the Shire of Narrogin Office premises is to be determined.
 - iii) A local office will not be maintained in Cuballing by the new entity,
 - iv) A depot will be maintained in Cuballing with the following functions –
 - parks and gardens maintenance;
 - road and drainage maintenance,
 - some road construction capacity, and
 - refuse site maintenance.
 - v) All staff in all locations will be offered employment in the new entity –
 - without reduction of total package (pay, allowances or benefits),
 - with appropriate work and of a similar level, subject to –
 - o transfer to different employment, by negotiation
 - o support and training being provided as necessary

- while the Local Government Act provides a guarantee of employment for two (2) years after a merger, this is subject to continued satisfactory performance by the employee.

- f) Maintaining Local Assets and Funding –
 - i) all assets will be managed and maintained in accordance with a complying Asset Management Plan to be developed by the new entity;
 - ii) it is intended that all assets and infrastructure will be budgeted in accordance with the Asset Management Plan principles through a 5 year budget process;
 - iii) all existing reserve funds and restricted funds would be maintained into the future for their current specified purpose and where appropriate within the originally prescribed geographic boundaries; and
 - iv) the Councils may own houses in their community, and if the new entity changed the purpose or disposed of these properties all funds would be placed in a restricted fund/reserve for the purpose of special projects and improvements within the originally prescribed geographic boundaries.
 - v) The restrictions on funds in (iii) and (iv) above, should apply to 30 June 2018, with the new entity making any further decision after that time
- g) Financial Assistance Grants
 - i) the agreement of the Local Government Grants Commission that for the purpose of assessing the Financial Assistance Grants, the new entity will be assessed as the former Shire of Cuballing, Shire of Narrogin and Town of Narrogin for a period of not less than five (5) years following the creation of the new local government; and
 - ii) the agreement of the Government to contribute an amount of no less than \$2.085 million (over and above any financial assistance grants or Royalties for Regions payments which would otherwise have been made available) to enable the transition to a single new entity.
- h) Differential rating

Differential rating provisions will be utilised to phase in an equitable level of rating across the new entity. This does not necessarily mean parity or equality, but what is considered to be a reasonable and appropriate level considering access to amenities, facilities used and services provided. A model is to be prepared and presented to the Board for consideration, prior to recommendation to the Commissioners.
- i) Policy implications

The Councils will put in place a set of structural reform policies that reflect principles agreed in the MOU in relation to –

 - maintaining local identity;
 - maintaining local work force;
 - protecting local assets and funding;
- j) Transitional Arrangements –
 - i) Prior to 1 July 2013, that the dismissal of Councillors and use of Commissioners through the transition period is not supported and a Board consisting of elected members from each of the Councils will be implemented;
 - ii) On and from 1 July 2013, Commissioners will be required and should consist of one commissioner from each of the current Council's elected members, and two independent persons appointed by the Minister, for a total of five Commissioners,
 - iii) The Board will make recommendations regarding Acting CEO, Acting Deputy CEO and designated staff (senior staff) arrangements to apply from 1 July 2013 to the Commissioners,
 - iv) All other staff and final organisational structure is the decision of the person appointed as Acting CEO by the Commissioners,
 - v) The Board will also make recommendations to the Commissioners concerning a range of other matters, and
 - vi) The Board will provide regular feedback to the Councils during the transition period up to the 30th June 2013.
- k) Regional Grouping –

In accordance with the Country Local Government Fund, the new entity shall –

- be defined as being a Regional Group in its own right, and
- continue to be a member of the Dryandra Voluntary Regional Organisation of Councils (VROC).

l) Communications –

A Communications Plan is to be developed to ensure –

- Staff are regularly updated as to process and progress, in particular in relation to workforce issues
- Residents are informed of general process and progress
- Other stakeholders are advised and updated as necessary
- Staff and residents have the opportunity to comment and make submissions
-

Execution

Signed with the authority of the Councils of –



Cr Tom Wittwer
President

Cr Richard Chadwick
President

Mayor Don Ennis

Ms Eva Haydon
Chief Executive Officer

Mr Geoff McKeown
Chief Executive Officer

Mr Aaron Cook
Chief Executive Officer

10.2.978 Monthly Statement of Activity (December 2012 & February 2013)

File Reference: 12.8.1
Disclosure of Interest: Nil
Date: 19 March 2013
Author: Mr Colin Bastow Director Corporate & Community Services

Attachments: Statement of Financial Activity; to be presented to Council at the day of the meeting.

Summary:

To report to Council the December 2012 and February 2013 Statement of Financial Activity.

Background:

The Town has undertaken a number of projects to improve its financial report and compliance issue during this financial year. There has been number of issues impacting on the Towns ability to produce a timely and accurate monthly financial report for a number of years.

The change in both chart of accounts and corporate software is two of the major projects the finance team has undertaken this year. The introduction of the new corporate software (SynergySoft) has improved the process of entering financial data and increase the Town ability to produce timely financial reports. Unfortunately the process of changing the chart of accounts has taken a little long then was initially anticipated. All transactions have been transferred over to the new chart of account but a further review and adjustment are needed to ensure the most appropriate account has been used.

As part of the RTG process funding has been approved for the Town to engage the services of a skilled and experienced Local Government Financial Consultant to assist with prepare financial systems for the merger. The Town has focused this additional resource on improving monthly financial reporting.

Comment:

A review of Town records has shown the December 2012 Statement of Financial Activity had not been reported to Council which was an oversight due to the previous Accountant's departure.

The financial consultant is reviewing and amending were appropriate the current SynergySoft setup and transaction allocations to able for a more automated and timely production of financial reports.

Previously the Town had to manually enter financial data into an excel spread sheet which can result in errors and takes significant time to produce. An automated reporting takes away the possibly of an officer hitting the wrong key and allows the timely production of financial reports.

The Consultant is also undertaking training of the new Manager of Finance who is experienced in local government financial reporting and compliance but has not used SynergySoft software before.

The Town is moving forward with resolving a number of its financial management issues which can be seen in the recent Auditors Management Report although the progress is slow due to the current available human and other resources as well as the number and type of issues being addressed. Also the loss of the Town's Accountant after only ten months service has also impacted on the recovery progress.

Due the financial data being reviewed and amended extra time is needed to prepare the monthly financial reports. This time will be spent on ensuring the reports provided to Council are more accurate and meaningful. Therefore the financial reports will be provided to Council at the ordinary council meeting.

Consultation:

Mr Aaron Cook – CEO
Rhona Hawkins – Manager of Finance
Bob Waddell – Local Government Consultant

Statutory Environment:

Local Government Act 1995
Local Government (Financial Management) Regulations 1996

Policy Implications:

Nil

Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

That Council:

Approve the December 2012 and February 2013 Statement of Financial Activity as presented.

NOTE: The Activity Statement will be presented to Council at the day of the meeting.

Council Resolution: 0313.051

Moved: Cr McKenzie

Seconded: Cr Muller

That Council:

Be presented with the Town's December 2012 and February 2013 Monthly Statement of Financial Activity at its April 2013 round of meetings, to allow additional time to update and improve the financial reports, due to a change in Accounting Software and implementation of the new chart of accounts.

CARRIED: 7/0

Note: To clarify that the statements would not be presented.

10.2.979 2012/2013 Budget review

File Reference: 12.4.2
Disclosure of Interest: Nil
Date: 19 March 2013
Author: Mr Colin Bastow Director Corporate & Community

Summary:

2012/13 annual budget review and recommended budget adjustments.

Background:

The Town had amended its budget format and chart of accounts in the 2012/13 financial year. The biggest challenge in changing the chart of accounts was to ensure the 2011/12 estimated actuals figures were reasonable. The issue with not providing a reasonable estimate of previous year's actuals is that funds are not appropriately allocated to areas of need in the new budget. There has been a change in staff of most administration positions including senior employees who were still learning about how the Town was and should be operating.

It was clear during the budget process that the Town does need to educate its staff on the budgeting and financial management process. As it appears there was not a great deal of staff participation, other than the CEO, in previous budgets. Also the previous budget format and documentation did not provide any guidance as to where items should be allocated. This resulted in inconsistent allocation of transactions over the years.

The Town had a desperate need to change its corporate software as the old Authority software was poorly setup and beyond the Town current human and financial resources to properly maintain. The Town had and would have continued to lose staff over the frustration they experienced with the use of the Authority software.

The Town is required to review its budget at least once every financial year..

Comment:

The Town does need to spend additional funds on its infrastructure and building assets. Fortunately the Town has been able to secure additional funds from the CLGF Royalties for Regions program for the maintenance and reduction of ongoing operational costs.

Asset management will remain the Town biggest change into the foreseeable future as a number of the facilities that the Town provides to its residents are also designed for surrounding communities benefit as well. It is also likely that some of the facilities the Town subsidises are mainly used by persons who are not residents or ratepayers of the Town.

Salary and Wages

Salary and Wages allocation method has been significantly changed from the previous costing method used by the Town. Further investigation is needed to ensure costs have been allocated to the appropriate cost codes as per the current year's budget. In particular, the Narrogin Regional Recreation Complex appears to be over budget. But generally wages appear to be within budget estimates for Town operated activities.

The Town has experienced a more stable administration staff this financial year which has resulted in a reduction of salary and wages costs from previous years as unpaid annual and long service leave has not been required to be paid out on termination. No new unbudgeted positions have been created during the year.

Utility Costs.

The Town budgeted to reduce its utility costs in the 2012/13 financial year because it planned to install solar based power and hot water at the Narrogin Regional Recreation Complex. Unfortunately this installation will take place much later than was anticipated. Therefore there will be fewer saving that were anticipated in the budget. Also the Town is more activity seeking reimbursements of utility costs from other groups and organisations than had happened in previous years.

Public Works Overheads (PWO) and Plant Operation Costs (POC)

A review of plant rates and labour overheads is required to ensure that all these costs are allocated to other works and services.

Information Systems

Support for the Authority software (old corporate system) is paid in arrears. During the budgeting process only an allocation of \$15,000 was made for maintenance and support cost of the Authority software as it was wrongly believed that licensing and basic support fees were paid in advance. The annual licensing costs for Authority was \$26,000 and additional support costs been incurred of around \$10,000.

Narrogin Caravan Park

At budgeting time the Town did not manage its Caravan Park, therefore no budget allocation was made other than the annual rent income of \$10,000. It is estimated that legal fees of around \$10,000 has been incurred by the Town to remove the previous lease and his family from the site. The Town has also been required to fund the clean-up of the site due to the condition it had been handed back by the lease although these cost may be reimbursed if the transportable building is sold.

Additionally the Town has incurred costs for the general maintenance and up keep of the Caravan Park and these costs include power, water, gas, plumbing, gardening etc. There has been a gradual increase in the number of long term residence at the Caravan Park and has had about a 25% occupancy rate over the past few months. As the reputation of the Caravan Park improves it is

expected that the occupancy rate would also improve. This in turn will generate more income from Caravan Park to offset the operating costs.

Currently the financial report is showing the Caravan Park is operating at a profit of \$20,000.

Loans

The Town has not currently drawn down any loans this financial year. This will happen over the next month.

Other Expenditure

The Town has a non-cashed back liability of \$30,000 in its accounts for a deposit on the sale of part of Lot 123. This deposit should be cashed-back so that it can be refunded if required.

The Town is required to test its electrical cables on a regular basis which will be expensive if external contractor are used. A number of staff have been trained to carry out this function but they currently don't have access to the appropriate equipment.

The Town has \$12,000 available from the Local Government Insurance Service (LGIS) for risk management. These funds can be spent on anything associated with risk management and this includes security systems and CCTV.

Many of the Town's building do not have adequate security system installed.

The Ranger Vehicle is required to have a rotating amber light as per the Road Traffic (Vehicle Standards) regulations 2002. The Town had previous purchase a white light unit for its Ranger vehicle; however this colour light can only be used by the police or other emergency services. Therefore as the current lighting unit cannot be modified the Town is required to purchase an appropriate replacement.

Fees & Charges

The Town has general more fees in its Refuse Site fees of around \$40,000 then was budgeted due to the disposal of asbestos.

Grants & Contributions

An additional \$628,000 has been secured by the Town from the CLGF Royalties for Regions program which needs to be included in the budget so the funds can be expended. All projects are listed in the Town's Forward Capital Works Plan (FCWP) which was recently amended.

Carried Forward Surplus

During the budget preparation process it was estimated the Town would have a carried forward surplus of around \$138,000. A conservative estimate of the carried forward surplus was used due to issues with the financial reporting and high amount of outstanding debtors. However the audit financial statement for

the 2011/12 financial year has recorded a closing surplus figure of around \$503,000.

The Town needs to continue taking a conservative approach to the increase in carried forward surplus as part of the surplus is made up of outstanding debtors. Not the entire debtor's amount will be collected. For example \$30,000 of the Narrogin Racing debt as at 30 June 2012 is to be written off.

Although it is expected that a number of expenditure and income accounts may exceed their budget allocation it is anticipated any over budget will be offset by a corresponding under budget. Therefore the net difference between under and over budget accounts is anticipated not to adversely impact on the Town's cash flow.

A review of the budget and actuals will be ongoing as the Town is improving its financial reporting and management systems. If any significant variations are identified this will be reported to Council at a later date.

Consultation:

Mr Aaron Cook – CEO
Mr Brian Robinson – DTES
Lynne Yorke – Manager Community Care
Rachel Howe – Manager Library & Information Systems
Jeff Waters – Manager Narrogin Leisure Centre
Susan Guy – Manager Leisure and Culture
Mr Bob Waddell – LG Consultant

Statutory Environment:

Local Government Act 1995
Local Government (Financial Management) Regulations 1996

Policy Implications:

Nil

Financial Implications:

This report is recommending an increase of expenditure \$753,759 and income \$740,395. With a change of purpose of a grant funded project which was initially budgeted to be reimburse the unspent funding of \$11,364 and the removal of the purchase of a gun safe and firearm \$2,000.

Strategic Implications:

Nil

Voting Requirements:

Absolute Majority

Council Resolution: 0313.052

Moved: Cr Ballard

Seconded: Cr McKenzie

That Council:

1. amend its 2012/13 budget to include the follows items:

Expenditure

1. Electrical Cable Testing Equipment (Capital) \$2,000
2. Ride on Lawn Mower (Caravan Park) (Capital) \$3,500
3. Relocation of Railway Carriages (Operating) \$3,000
4. Repair to Light Towers (Clayton Road Oval) (Operating) \$5,000
5. Purchase BBQ's (RLCIP Round 3 Project) (Capital) \$11,364
6. Security Systems including CCTV (Capital and Operating) \$12,000
7. Sale of Lot 123 (Deposit) (Operating) \$30,000
8. Ranger Light Bar (capital) \$2,600
9. Caravan Park Expenditure (Operating) \$55,900
10. Footpath Construction (Capital) \$100,000
11. Stormwater Drainage Improvements (Capital) \$28,000
12. Roofing Program (Capital) \$250,000
13. Building Renovation & Revitalisation Program (Capital and Operating) \$50,000
14. Caravan Park (Capital and Operating) \$130,395
15. Narrogin Regional Library Building Upgrade (Capital) \$20,000
16. Solar Power & Heating Program (Capital) \$50,000

Income

1. CLGF Royalties for Regions (Operating and Capital) \$628,395
2. LGIS Risk Account \$12,000 (Operating and Capital) \$12,000
3. Caravan Park Income (Operating) \$60,000
4. Refuse Site Fees (Operating) increase from \$120,000 to \$160,000.

2. amend the budget to remove the following item:

Expenditure

1. RLCIP Round 3 Project (Operating) \$11,364
2. Gun Safe & Rife (Capital) \$2,000

3. Accepts the 2012/13 budget review.

CARRIED: 7/0

BY ABSOLUTE MAJORITY

Note: Ms Hawkins left the Chambers at 9:40pm

Note: Ms Columb and Ms Nock left the Chambers at 9:41pm due to the confidential nature of the following item.

10.2.980 Lot 123 Golf Course Road – CONFIDENTIAL

File Reference:	Assessment 140450
Disclosure of Interest:	Nil
Applicant:	N/A
Previous Item Nos:	Nil
Date:	18 February 2013
Author:	Mr Aaron Cook - Chief Executive Officer

Attachments:

This Item has been omitted due to its confidential nature.

- 11. ELECTED MEMBER'S MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**
- 12. NEW BUSINESS OF AN URGENT NATURE APPROVED BY THE PERSON PRESIDING OR BY DECISION OF THE MEETING**
- 13. CLOSURE OF MEETING**

The meeting closed at 10:10pm.