

Shire of  
**BROOKTON**

**ORDINARY MEETING OF COUNCIL**

**AGENDA**

**16 May 2019**

# Shire of **BROOKTON**

## **NOTICE OF MEETING**

**16 May 2019**

**14 White Street  
Brookton, WA 6306**

Dear Councillor, Resident or Ratepayer,

Notice is hereby given that the Ordinary Meeting of the Brookton Shire Council will be held on Thursday 16 May 2019 in the Council Chambers at the Shire Administration Centre commencing at 5.00 pm.

The business to be transacted is shown in the Agenda.

**Ian D'Arcy**  
**CHIEF EXECUTIVE OFFICER**  
10 May 2019

### **DISCLAIMER**

*The recommendations contained in the Agenda are subject to confirmation by Council. The Shire of Brookton warns that anyone who has any application lodged with Council must obtain and should only rely on written confirmation of the outcomes of the application following the Council meeting, and any conditions attaching to the decision made by the Council in respect of the application. No responsibility whatsoever is implied or accepted by the Shire of Brookton for any act, omission or statement or intimation occurring during a Council meeting.*

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**1.05.19 USE OF COMMON SEAL**

The Table below details the Use of Common Seal under delegated authority for the month of April 2019.

Use of Common Seal Register		
File Ref:	Purpose	Date Granted
Nil		

**2.05.19 DELEGATED AUTHORITY – ACTIONS PERFORMED – APRIL 2019**

The Table below details the actions of Council performed under delegated authority for the month April 2019.

Shire of Brookton, Delegation Register, 1.46 Building Matters – Permits, Certificates & Orders

<b>BUILDING</b>			
<b>Application No.</b>	<b>Lot &amp; Street</b>	<b>Type of Building Work</b>	<b>Date Granted</b>
23.18-19	Lot 27 Koornong Dr	Dwelling	04/04/2019

Shire of Brookton, Delegation Register, 1.41 Specific Provisions under the Town Planning Scheme No. 3

<b>PLANNING</b>				
<b>File Ref</b>	<b>Application Ref</b>	<b>Subject Land (incl. Scheme No.)</b>	<b>Purpose</b>	<b>Date Granted</b>
P313	P2019/010	90 Richardson St Brookton	Shed	12/4/2019
P642	P2019/011	104B Robinson Rd Brookton	Signage	12/4/2019

**3.05.19 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS****4.05.19 RECORD OF ATTENDANCE/APPOLOGIES/APPROVED LEAVE OF ABSENCE****5.05.19 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE****6.05.19 PUBLIC QUESTION TIME****7.05.19 APPLICATIONS FOR LEAVE OF ABSENCE****8.05.19 PETITIONS/DEPUTATIONS/PRESENTATIONS**

Office of the Auditor General - Annual Financial Report Audit - Planning Summary Presentation

**9.05.19 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS****9.05.19.01 ORDINARY MEETING OF COUNCIL – 16 APRIL 2019**

*That the minutes of the Ordinary meeting of Council held in the Shire of Brookton Council Chambers, on 16 April 2019, be confirmed as a true and correct record of the proceedings.*

**9.05.19.02 LOCAL EMERGENCY MANAGEMENT COMMITTEE MEETING – 30 APRIL 2019**

*That the minutes of the Local Emergency Management Committee meeting held in the Shire of Brookton Council Chambers, on 30 April 2019, be received by Council.*

**10.05.19 ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION****11.05.19 DISCLOSURE OF INTERESTS**

***Members and Officers to declare Financial, Proximity or Impartiality Interests & submit forms to the Chief Executive Officer at the commencement of the meeting and also prior to the item.***

**Disclosure of Financial & Proximity Interests**

- a. Members must disclose the nature of their interest in matters to be considered at the meeting. (Sections 5.60B and 5.65 of the *Local Government Act 1995*).

- b. Employees must disclose the nature of their interest in reports or advice when giving the report or advice to the meeting. (Sections 5.70 and 5.71 of *the Local Government Act 1995*).

#### **Disclosure of Interest Affecting Impartiality**

- a. Members and staff must disclose their interest in matters to be considered at the meeting in respect of which the member or employee has given or will give advice.

<b>12.05.19</b>	<b>TECHNICAL &amp; DEVELOPMENT SERVICES REPORTS</b>
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Nil

<b>13.05.19</b>	<b>COMMUNITY SERVICES REPORTS</b>
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<b>13.05.19.01</b>	<b>COMMUNITY CHEST FUND – REQUEST FOR MATCHED FUNDING GRANT</b>
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<b>File No:</b>	ADM 0660
<b>Date of Meeting:</b>	16/05/2019
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	Brookton Women’s Hockey Club – Ms Ellen Walker – Vice President
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Rhiannon Coad – Community Liaison Officer
<b>Authorising Officer:</b>	Vicki Morris – Deputy Chief Executive Officer
<b>Declaration of Interest:</b>	The author & authorising officer have no interest in this matter.
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	N/A

#### **Summary of Item:**

The Shire has received an application from the Brookton Women’s Hockey Club (**Hockey Club**) Vice President requesting that the Shire award a Matched Funding grant to the value of \$2295.70 to the Hockey Club. The maximum amount allowed is \$3, 000.00 and comes from the Community Chest funding program and has been budgeted by the Shire.

The application form from the Hockey Club is attached to this report - **Attachment 13.05.19.01**.

#### **Description of Proposal:**

The Hockey Club has requested \$2, 295.70 from the Matched Funding Grants category of the Community Chest Fund to assist the club to store and secure the newly purchased Aluminium Hockey Goals. The goals need protection from being climbed on and blown away in strong winds as they are very light. The funds will assist in purchasing materials to construct a purpose built enclosure at the Brookton Town Oval to store the new goals, for which the Hockey Club has already sought and been granted building approval by Council (Council Meeting 21/02/2019).

#### **Background:**

The Hockey Club recently purchased new lightweight aluminium hockey goals, valued at \$10,800. The money to fund the goals was raised through fundraising and successful grant applications. The enclosure will ensure their new asset is protected from adverse weather and vandalism/theft. The Hockey Club worked hard to raise the money required to purchase goals which are of an international standard.

#### **Consultation:**

The Hockey Club has discussed the application with the CLO.

**Statutory Environment:**

Nil

**Relevant Plans and Policy:**

This matter falls under the Shire of Brookton Corporate Compendium and is requested under Policy 2.34 – Community Funding & Donations Policy.

**Financial Implications:**

The Shire has allocated \$20,000 in the Community Chest for the 2018/2019 financial year.

The Shire has received two individual donation request (total of \$1,000 - \$500 each), one Matched Funding Grant (\$3,000) and one Annual Grant (\$10,000) to date totalling fund expended of \$14,000. As the funds to date have not been fully expended from the Community Chest (\$6,000.00 left for this financial year), the request for \$2,295.70 from the fund can be accommodated from within the current budget.

**Risk Assessment:**

The Shire has not undertaken a risk assessment on this proposal.

**Community & Strategic Objectives:**

This proposal generally aligns with the Shire of Brookton Corporate Compendium. The Shire through the Community Funding and Donations Policy actively supports community groups, organisations and individuals to assist with the delivery of community events, programs and services that meet the objectives of the Strategic Community Plan.

**Comment**

This is the second application to be received requesting a matched funding amount.

As the Community Chest Fund for 2018-2019 still has \$6,000.00 funds available it is recommended that the money be granted to the Hockey Club to assist them in the security and storage of their new hockey goals. The Hockey Club have also matched the amount of \$2,295.70 from their own funds as is required under the matched funding grants category of the policy.

It is therefore recommended that the Shire approve the application and grant the Hockey Club \$2,295.70 in the 2018/2019 financial year from the Community Chest Fund.

**OFFICER'S RECOMMENDATION*****That Council:***

- 1. Grants \$2,295.70 to the Brookton Women's Hockey Club as a Matched Grant Funds recipient in accordance with the Community Funding & Donations Policy (2.34);***
- 2. Write to the Vice President of the Brookton Women's Hockey Club advising them of the Shire's decision noting that the funds must be expended by the Hockey Club by 30 June 2019; and***
- 3. Release \$2,295.70 from the 2018-2019 Community Chest Fund for the Brookton Women's Hockey Club.***

**Attachments****Attachment 13.05.19.01**

ADM0060

Resolved on

08 MAY 2019



## Community Chest Fund Application Form

Post your completed application to:

**PO Box 42, Brookton, WA 6306**

Or deliver to:

**Shire of Brookton, 14 White Street, Brookton**

Alternatively email your application to:

**[Mail@Brookton.wa.gov.au](mailto:Mail@Brookton.wa.gov.au)**

G:/Master Documents/Forms/Finance/Community Chest Fund

# Community Chest Fund

## Application Form

NAME OF ORGANISATION: Brookton Womens Hockey Club

CONTACT PERSON: Ellen Walker

POSITION: Vice President

PHONE: (08) 9642 4035 FAX: \_\_\_\_\_

MOBILE: 0427 141 360 EMAIL: brooktonwhc@gmail.com

IS YOUR ORGANISATION INCORPORATED?  YES  NO

NAME OF PROJECT OR EVENT: Enclosure for Storing Hockey Goals

ESTIMATED START DATE: Mid June 2019

ESTIMATED COMPLETION DATE: July 2019

REQUESTED COMMUNITY CHEST FUNDS: \$2295.70

### 1. BRIEF DESCRIPTION OF PROJECT/EVENT:

The Hockey Club has recently purchased a set of Aluminum Hockey Goals. These are much lighter than our old goals so we need to build an enclosure to protect them from being climbed on and to stop them being blown away in strong wind.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### 2. WHAT WILL THE COMMUNITY CHEST FUNDS PURCHASE?

The Community Chest Funds will help purchase the materials and help cover the cost of constructing a purpose built enclosure at the Brookton town oval to store the new goals.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

G:/Master Documents/Forms/Finance/Community Chest Fund



### 3. HOW WILL YOUR PROJECT/EVENT BENEFIT THE BROOKTON COMMUNITY?

Our project will benefit the community by making the role of our volunteers easier and maintaining a positive and inclusive environment within our club. As a club we have worked hard to raise the money required to purchase goals which are of international standard. Building an enclosure to secure the goals will ensure the goals will be protected from vandalism and the weather and will therefore be used for many years to come. By building a purpose built enclosure that ties in with other structures at the Oval will demonstrate cohesiveness between the organizations which use the oval and contribute positively to the aesthetics of the area.

### 4. HOW WILL THE PROJECT/EVENT BE ADVERTISED AND PROMOTED?

The project will be advertised by the Brookton Womens Hockey Club while we fundraise our share of the cost of building the enclosure. Once complete the club will hold a 'Thank you Afternoon Tea' after one of our home games to thank all the sponsors who helped us purchase our new goals and helped to build the enclosure to keep them in. Sponsors will also be thanked in the Brookton Telegraph and through social media

### 5. ACKNOWLEDGEMENT OF SHIRE OF BROOKTON SPONSORSHIP

*It is a requirement of funding that the words "Sponsored by the Shire of Brookton" and the Shire's logo be displayed at your project/event.*

Please advise the ways you will be able to acknowledge the Shire of Brookton's sponsorship:

- Display "Shire of Brookton" Logo: on your website and posters, in newspaper advertisements, on event signage, programs and flyers.
- Display the "Shire of Brookton" flag or banner at your event if possible. (Available from the Shire).
- Verbal announcements at the project/event.
- Other.

G:/Master Documents/Forms/Finance/Community Chest Fund

## 6. BUDGET ESTIMATES

NAME OF ORGANISATION: Brookton Womens Hockey Club

NAME OF PROJECT/EVENT: Enclosure for Storing Hockey Goals

INCOME	\$	EXPENDITURE	\$
Applicant's cash contributions	\$2295.70	Materials	3290.10
Sponsorship		Labour	1301.30
Donations in cash		Hire of Equipment	
Other grants		Office/Administration	
Catering Sales		Venue hire	
Fees and Charges e.g. stalls		Advertising	
Gate/Door entry fees		Catering Costs	
		Entertainment	
Other Income (Please List)		Other Expenditure (Please List)	
Total of Community Chest Funds requested in cash*	\$2295.70		
Total of Community Chest Funds requested in-kind (e.g. Town Hall hire fee waived if applicable/required)			
<b>TOTAL INCOME</b>	<b>\$4591.40</b>	<b>TOTAL EXPENDITURE</b>	<b>\$4591.40</b>

\*The total cash and in-kind request cannot be greater than \$2,500.

### YOUR INCOME MUST EQUAL YOUR EXPENDITURE

7. DID YOUR ORGANISATION RECEIVE THE COMMUNITY CHEST FUNDING IN 2017/2018?

YES  NO

IF YES, WHAT WAS THE AMOUNT OF THE FUNDING? \_\_\_\_\_

G:/Master Documents/Forms/Finance/Community Chest Fund

8. PLEASE LIST BELOW ANY IN-KIND CONTRIBUTIONS IF APPLICABLE (e.g. volunteer or donated labour, materials etc.) HOWEVER, DO NOT INCLUDE IN YOUR BUDGET ABOVE.

- > Peter and Roz Wright are donating sand, blue metal and other misc. items as per their quote
- > \_\_\_\_\_
- > \_\_\_\_\_
- > \_\_\_\_\_
- > \_\_\_\_\_

9. FUNDING CONDITIONS:

- I. The grant funds will be expended on the agreed project only.
- II. The Shire of Brookton's support of the project will be acknowledged in any advertising or promotional activities related to the project.
- III. Two invitations will be sent to the Shire of Brookton for your event or project.
- IV. The project will conform to all relevant Bylaws and Acts in force at the time.
- V. Any unexpended grant funds will be returned to the Shire of Brookton.
- VI. The funds must be expended and acquitted by 30<sup>th</sup> June of the financial year in which they are received.
- VII. Invoices and receipts for the expenditure of the Community Chest funds must be provided to Council within three months of the completion of your project/event along with a brief report on your event or project which includes copies of any advertisements, posters, programmes or newspaper coverage.

**PLEASE ENSURE YOU HAVE READ THE ABOVE GRANT CONDITIONS BEFORE SIGNING BELOW:**

NAME OF ORGANISATION: Brookton Womens Hockey Club

CONTACT PERSON: Ellen Walker

ORGANISATION POSTAL ADDRESS: PO Box 186, Brookton WA 6306

ORGANISATION'S ABN: 51 580 675 171

REGISTERED FOR GST?  YES  NO

Our organisation agrees to comply with the funding conditions set out above. I declare that I have been authorised to prepare and submit this application, and that the information presented is correct to the best of my knowledge. I understand that if Council approves the application, we will abide by the funding conditions set out above.

PRINT NAME: Ellen Walker

POSITION: Vice President

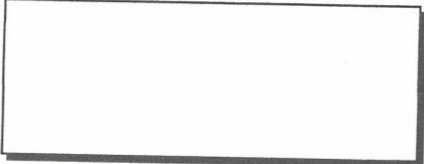
SIGNATURE: *EWalker*

DATE: 6/5/19

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**CUSTOMER QUOTE**  
**SQ250089**

BROOKTON WOMENS HOCKEY CLUB  
 PO BOX 186  
 BROOKTON WA 6306



Date	Account	Order No.	Contact	Phone	Fax	Sales Person	Sales Area	Page
01/05/2019	251618	KRISTY / ELLEN				10	10	1 of 1

Line Code	Description	Quantity	Price	GST	Amount
1 P860129	Cost of posts , wire & fittings for Hockey compound	1.00	2,691.00	269.10	2,960.10
2 P860129	Brookton Rurals Commission for above goods	1.00	100.00	10.00	110.00
3 P860129	Freight on goods to Brookton	1.00	200.00	20.00	220.00

EXPIRY DATE 31-May-2019	<b>Total Excluding GST</b>	<b>\$2,991.00</b>
	<b>Total GST</b>	<b>\$299.10</b>
	<b>Total Including GST</b>	<b>\$3,290.10</b>

E&OE  
 Triumph form design (c) 2018 Triumph Business Systems Pty. Ltd. www.triumph.com.au

# WRIGHT BALING & CONTRACTING

Wright Family Trust trading as PJM & RC Wright  
P.O. Box 97 BROOKTON WA 6306  
Peter – 0427 426010 [montysridge@wn.com.au](mailto:montysridge@wn.com.au)

## QUOTATION

ABN: 58-673-450-653

Invoice To:

**Brookton Women's Hockey Club Inc.**  
C/- Ellen Walker  
[walkee@clearmail.com.au](mailto:walkee@clearmail.com.au)

**Quote No.** 2019-003

**Quote Date:** 6.5.2019

QUANTITY	Item #	Description	Unit Price	Total (ex.GST)
		<b>Installation of Hockey Compound as specified</b>		
1	Labour	Erection Cost		1000.00
1	Freight	Freight for Materials		120.00
1	Cement	7 x bags of grey cement for posts	9.00	63.00
1	Misc Materials	Sand, blue metal, FEL and wire Peter & Roz will donate these supplies	Donation	Free of Charge
Thank you for the opportunity to provide this quote			<b>Sub-Total</b>	<b>\$1183.00</b>
			<b>GST 10%</b>	<b>+118.30</b>
			<b>Total</b>	<b>\$1301.30</b>

<b>Quotation Notes</b>	This quotation is for the labour component only Materials Quotation as attached – provide by Brookton Rural Traders.
<b>QUOTATION TERMS</b>	<b>VALID FOR 14 DAYS from quotation date</b>

Peter and Roz are proud supporters & sponsors of the  
Brookton Old Time Motor Show & Brookton Junior Hockey Development

## 13.05.19.02 CONTRACT AQUATIC SERVICES – CONTRACT ADDENDUM

<b>File No:</b>	ADM 0611
<b>Date of Meeting:</b>	16/05/2019
<b>Location/Address:</b>	Brookton Aquatic Centre – White Street Brookton
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	Shire of Brookton
<b>Author/s:</b>	Rhiannon Coad – Community Liaison Officer Ian D’Arcy – Chief Executive Officer
<b>Authorising Officer:</b>	Ian D’Arcy – Chief Executive Officer
<b>Declaration of Interest:</b>	N/A
<b>Voting Requirements:</b>	Simple majority
<b>Previous Report:</b>	N/A

### Summary of Item:

In 2017, the Shire renewed its service contract with Contract Aquatic Services (CAS) before the commencement of the pool season. This renewal took place without a review of the contract. However, a number of issues have been identified in the application of the contract over the last two pool seasons (2017/2018 and 2018/2019). The addendum to the contract has been drafted to rectify these issues.

### Description of Proposal:

The intent of this proposal is to insert an addendum to the existing ‘Management of the Brookton Aquatic Centre 1 November 2017 – 31 March 2020’ Contract with CAS for management of the Brookton Swimming Pool. In summary the Addendum addresses the need to:

- Correct reference to the Swimming Pool legislation being *Health (Aquatic Facilities) Regulations, 2007*
- Clarify responsibilities regarding minor maintenance between the Shire and CAS
- Clarify provision of housing for the Swimming Pool Manager
- Clarify pool water testing to accord with the *Health (Aquatic Facilities) Regulations, 2007*
- Clarify procurement processes in accordance Council Policy and the *Local Government Act, 1995*

A copy of the current Aquatic Centre Contract is provided at **Attachment 13.05.19.02A** while the draft Addendum is presented at **Attachment 13.05.19.02B**.

### Background:

CAS and the Shire have been working together to form an Addendum to the current service contract in place for management of the Brookton Aquatic Centre. The Addendum serves as clarification against a number of clauses in the current contract, which is in place until 2020.

Specifically, the legislation governing the regulations for public aquatic facilities has changed, with the *Health (Aquatic Facilities) Regulations 2007* being the current regulations. This is to replace the incorrect reference *Health Act (Swimming Pool) Regulations 2008* throughout the contract.

Appendix “F” dealing with Maintenance Items and Responsibilities also requires clarification. As the contract between CAS and the Shire is a *service* contract, all maintenance responsibilities remain vested with the Shire as the Brookton Aquatic Centre is a Shire owned asset. As such, Shire Administration must track, perform and approve all maintenance that occurs at the Centre. There has been miscommunicated in the past as to who is responsible for pool and building repairs, and the Addendum seeks to clarify the responsibilities as well as the methodology of procurement to ensure compliance with Council Policy 2.36.

Housing accommodation for the Swimming Pool Manager is also addressed for the purposes of clarity that mainly centers on the periods of occupation and condition of the premises.

**Consultation:**

Consultation has undertaken with CEO, DCEO, BMO and CAS Director, Mr. Mat Mildwaters in preparing the draft Addendum for this contract.

Further, Mr. Mildwaters has confirmed in writing his agreeance to the Addendum, as attached to this report.

**Statutory Environment:**

The *Local Government Act, 1995* and subsidiary regulations empowers the Council to procure goods and services either through its adopted Procurement Policy or a formal Tender process. In some instances, this involves a service agreement or contract that is a legal instrument detailing the requirement and associated payment for delivery of the good or service.

This matter is merely enhancing the understanding of the current service contract for the purpose of clarify that needs to be mutually agreed between both parties bound to the agreement.

As of execution of the Contract Addendum, Section 9.49A(4) of the *Local Government Act 1995* grants Council the ability to empower the CEO to execute this document on behalf of Council.

**Relevant Plans and Policy:**

There is no specific plans of policies applicable to this matter.

**Financial Implications:**

While there is not specific adjustment to the annual Contract price, Council needs to be mindful an addition allocation of \$3,000 will be projected in the 2019/20 budget to cover the cost of swimming lessons, acknowledging the amount spent will then be recovered by the Brookton District High School.

Similarly, performance of maintenance by CAS will have a separate allocation to the Contract Service in the coming Budget.

**Risk Assessment:**

Changes made to the contract through the addendum alleviates risk and ensure that the Shire is aware of all works and maintenance conducted at the Brookton Aquatic Centre.

**Community & Strategic Objectives:**

This proposal relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – May 2018, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.

Specifically, the proposed Addendum aligns to:

*20. Contract Management*

*20.9 Review Swimming Pool Management Contract*

**Comment**

In order to ensure a continuity of services between CAS and the Shire, this Addendum has been drafted

to be read as part of the existing service contract that is in place and schedule to expire in 2020.

It has been drafted with comments and input from CAS Director, and a number of Shire staff to ensure that it is clear in its intent and has practical application to the service provision provided by CAS and the responsibilities of both parties.

The Addendum will also assist in any formal contract review that takes place when the contract is up for renewal in 2020.

**OFFICER'S RECOMMENDATION**

***That Council:***

- 1. Endorse the Addendum as presented in Attachment 13.05.19.02B to form part of the 'Management of the Brookton Aquatic Centre 1 November 2017 – 31 March 2020' Contract.***
- 2. Authorise the Chief Executive Officer pursuant to Section 9.49A(4) of the Local Government Act, 1995 to execute the relevant documentation.***

(Simple majority vote required)

**Attachments**

***Attachment 13.05.19.02A – Existing Brookton Aquatic Centre Contract***

***Attachment 13.05.19.02B – Contract Addendum***





A.B.N. 64 123 231 363

P.O. Box 125, Osborne Park W.A. 6917

Mobile: 0428 488 304

Email: admin@contractaquaticservices.com.au

## **Contract Extension to Manage The Brookton Aquatic Centre 1 November 2017 – 31 March 2020**

The Shire of Brookton hereby lets the management of the Brookton Aquatic Centre to Contract Aquatic Services by way of Swimming Pool Operator's Contract.

The objectives of this action are as described below in the Statement of Objectives:

### **STATEMENT OF OBJECTIVES**

1. To promote, enhance, maintain and improve the Aquatic Centre complex facilities for the benefit of the community.
2. To provide efficient, accountable and quality management of a community asset and infrastructure.
3. To operate the Aquatic Centre complex in a financially prudent and ethical manner.
4. To ensure the provision of a comfortable and aesthetically pleasant complex for the enjoyment of the public.
5. To ensure delivery of a high level of service to the community in a friendly and courteous manner.
6. To ensure that services are delivered by principles of best practice and standards.

  
Ian D'Arcy  
Chief Executive Officer  
Shire of Brookton

  
Mat Mildwaters  
Contract Aquatic Services  
A.B.N. 64 123 231 363

**2017**

**Shire of Brookton**

**And**

**Contract Aquatic Services**



Contract Aquatic Services A.B.N 64 123 231 363  
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Mob: 9428 490 364  
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**Aquatic Centre Operators Contract (Extension)**

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## AGREEMENT

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2017

BETWEEN: **Shire of Brookton** of White Street Brookton Western Australia 6306,  
(Council).

And

**Contract Aquatic Services**  
45 Strelly St, Busselton, W.A, 6280  
**ABN 64 123 231 363**

P.O. Box 125 Osborne Park Western Australia 6917  
Mobile: 0428 498 304

### WHEREAS:

- A. The Council is a local government constituted pursuant to the provisions of the Local Government Act, 1995.
- B. The Council at its ordinary meeting of Council during September 2014 agrees to enter into a contract with regards to the Aquatic Centre Contract for the management of the Brookton Aquatic Centre located at Brookton Highway, Brookton.
- C. The Council and the Contractor enter into this Contract to record the terms and conditions upon which the Contractor is to manage the Aquatic Centre.

### NOW THIS AGREEMENT WITNESSES:

#### 1. INTERPRETATION

- 1.1 Whenever in the Contract, the following expressions shall have the following meanings:

**'Act'** means the Health Act 1911 (as amended) and all regulations made under it, as amended from time to time;

**'Approval'** means approval by the Council or the Supervisor;

**'Acts, Regulations and Local Laws'** means an Act of Parliament (whether State or Federal) and all regulations made pursuant to it and all local laws made or adopted by the Council under the Local Government

Act 1995 and shall include all amendments of those acts, regulations and local laws made from time to time;

**'Attendant'** means an employee of the Contractor; other than the Manager, employed in accordance with the requirements of and to perform the duties of the Contractor under this Contract;

**'Budget year'** means the period commencing on July 1<sup>st</sup> and ending on June 30<sup>th</sup> of each year;

**'Contract'** means the contract entered into by the Council and the Contractor for the management of the Aquatic Centre as evidenced by this contract;

**'Contractor'** means Contract Aquatic Services and its successors and permitted assignees;

**'Contractor's Plant'** means all or any of the implements, appliances, equipment, tools or other things provided by the Contractor and as listed in the inventory attached to this contract as Appendix B and any items in addition to or in replacement of those items;

**'Equipment'** means all the items of plant and equipment situated at the Swimming Pool at the date of the Contract and as listed in the inventory attached to this contract as Appendix "B" and any items in addition to or in replacement of those items.

**'Labour'** shall be read as including the work done or required to be done and the employment of those persons required to undertake such work as required by the Contract;

**'Manager'** means the Contractor or a suitable qualified person employed or appointed by the Contractor from time to time to undertake the day to day management of the Aquatic Centre;

**'Chief Executive Officer'** means the person from time to time appointed by the Shire in the capacity of the Chief Executive Officer of the Shire of Brookton;

**'Materials'** shall include markers, signs or any other materials required to be provided either as part of, or in order to effect to, the provisions of the Contract;

**'Season'** means the period of consecutive months in which the Aquatic Centre is open to the public and as agreed upon from time to time by the Council;

'Supervisor' means the officer of the Council as the Council from time to time nominates to supervise and administer this Contract and in the first instance, will be the Chief Executive Officer;

'Swimming Pool or 'Pool' means the Shire of Brookton, Brookton Aquatic Centre and includes all premises, buildings, land and equipment used in connection with the Swimming Pool located at Brookton Highway, Brookton as represented in the diagram forming Appendix "A" to the Contract;

- 1.2 A reference to any Act of Parliament (State or Federal), regulations, by-law or local law shall be a reference to that Act, regulation, by-law or local law and all Acts, regulations, by-laws and local laws amending, repealing or replacing them.
- 1.3 Words importing the singular number shall include the plural and masculine genders the feminine or neuter and vice versa and words importing persons shall include companies.
- 1.4 Where included, headings of Clauses and marginal notes have been inserted for guidance only and shall not be deemed to form any part of the Contract.
- 1.5 Appendices A, B, C, D and E shall form part of the Contract.
- 1.6 A reference to a clause or an Appendix shall mean a clause of or appendix to this Contract.

## **2. OPERATION OF THE AQUATIC CENTRE**

- 2.1 In respect of the operation of the Aquatic Centre, the Contractor covenants as follows:
  - (a) At all times to operate the Aquatic Centre in accordance with requirements of all relevant Acts, Regulations and Local Laws and in particular shall ensure that all chemicals required for water treatment in respect of the Swimming Pool are correctly stored and utilised in accordance with the requirements of the Acts Regulations and Local Laws and in the absence of any such legislative requirements then in accordance with the manufacturers' specifications or with any directions as may be given by the Council or the Supervisor from time to time;

- (b) No later than 15<sup>th</sup> April of any Budget year, to present to the Council a detailed management and maintenance report outlining the operations of the Swimming Pool and its facilities. This report is to include an estimate of costs for the forthcoming Budget year for all works to be completed by the Contractor. This report is to be enacted upon by the Contractor and the Council to enable the effective operation of the Aquatic Centre
- (c) That in the event of a problem relating to the Swimming bowl the Contractor shall notify the Council as soon as possible, the Council shall take reasonable action to prevent pool closure;
- (d) May keep and maintain a kiosk at all times whilst the Swimming Pool is open to the public. The kiosk shall be constructed and maintained in accordance with the requirements of the Act and all foodstuffs available for purchases shall at all times comply with the requirements of the Act;
- (e) To ensure that the Swimming Pool is ready for opening to the public no later than the first day of November of each year.
- (f) To ensure that at the end of the Contract the Swimming Pool is closed down and the whole Swimming Pool area, including all premises, buildings, plant, equipment and other things are secured;
- (g) To ensure that only persons qualified in accordance with the requirements of the Act, and all relevant Acts, Regulations and Local Laws are employed in the capacity of Manager or Attendant and that those persons are qualified in methods of rescue and resuscitation and hold a Certificate of Competency as a qualified person in accordance with the Health Act (Swimming Pools) Regulations 2008 issued by the Executive Director of Public Health, Western Australia.

- (h) To ensure that the internal surrounds of the Swimming Pool, including the Pool concourse are maintained in a well kept, clean and safe condition in accordance with the requirements of the Council and the Supervisor and to ensure that any directions in respect of those areas given by the Council or the Supervisor from time to time are immediately acted upon;
- (i) To ensure that the internal and external areas of all buildings at the Swimming Pool including offices, toilets, change rooms, sheds, outbuildings, paths and walkways are maintained in a well kept, hygienic and safe conditions at all times and in accordance with the requirements of the Council and the Supervisor and that any directions in this regard given by Council or the Supervisor from time to time are immediately acted upon;
- (j) To order and ensure that all stores, chemicals, equipment, tools or other things required for the maintenance and operation of the Swimming Pool in accordance with the standards and requirements of the Act or other Acts, Regulations and Local Laws or of the Council are safely and securely stored so as to be inaccessible to the public (including patrons of the Swimming Pool);
- (k) To ensure that all gates, doors, windows, and other means of entrance to any building or area including plant rooms, balance tanks, storerooms, kiosks, or any other room to which the public, including patrons of the Swimming Pool, are not permitted access are kept locked and secure at all times except as necessary for emergency purposes;
- (l) To ensure that the Swimming Pool is left secure at all times when not in use and all safety or security lighting or other apparatus or equipment required to be utilised is utilised and maintained in a safe operation condition at all times;
- (m) To ensure that all instructions or directions either given verbally or in writing by the Council or the Supervisor are implemented and complied with within seven (7) days of the date on which they are given or within such other period of time as may be specified by the Council or Supervisor;
- (n) To deposit all admission charges collected on a weekly basis at the Brookton Shire Office and complete the necessary admission returns as required by the Council.



- (o) To permit the Council and the Supervisor, or other authorised officers to have access to the pool premises and all buildings and improvements at all reasonable times by arrangement with the Contractor.
- (p) The clarity of the water in the swimming pool is maintained in accordance with sub-regulation 10 of the Health Act (Swimming Pools) Regulations 2008.
- (q) The chemical standards of the swimming pool are maintained in accordance with sub-regulation 11 of the Health Act (Swimming Pools) Regulations 2008.
- (r) Ensure that water samples are undertaken and recorded in accordance with sub-regulation 12 of the Health Act (Swimming Pools) Regulations 2008 as follows:
  - At least twice daily for residual free chlorine and pH; and
  - At least weekly for isocyanurate levels.
- (s) That public notice is given at least two weeks prior and immediately prior to the pool being closed for major events / carnivals in the local Brookton Telegraph or similar circulating newsletter.

### **3. TIME OF OPENING**

- 3.1 Unless otherwise directed by the Council and agreed to by the Contractor, the maximum opening hours are those shown in Appendix "C"
- 3.2 When additional opening hours to those shown in Appendix "C" are required: The Contractor shall ensure that the Swimming Pool is manned by a person qualified in accordance with the requirements of the Act and opened to the public during such hours as the Council may determine, subject to a maximum of 60 hours in any one week, provided that the Swimming Pool shall be closed to the public on Christmas Day, Boxing Day, New Years Day and Good Friday.
- 3.3 The Contractor must clearly publicise the hours of opening of the Swimming Pool and such publicity shall include the placing of notices in the Public Notices section of newspaper having a circulation within the Shire of Brookton on at least two occasions prior to the proposed date of closure of the Swimming Pool specifying the dates upon which the Swimming Pool is not to be opened.
- 3.4 The Contractor must clearly display a notice as to the opening hours at the entrance to the Swimming Pool.

#### **4. CONTRACT TERM AND TERMINATION**

- 4.1 The term of the Contract shall be three (3) years commencing on November 1, 2014 and ending March 31, 2017, with an option for a further 3 year extension
- 4.2 Upon the termination of the Contract, the Contractor shall transfer the services to its successor promptly and peacefully and in an orderly manner avoiding any action on the part of the Contractor or its employees which may have the effect of delaying, obstructing, damaging, misleading or harassing such successor or its employees.
- 4.3 Upon the expiration or sooner determination of the term, the Contractor shall yield up the pool premises and the equipment and all of the items acquired in replacement of items of equipment and all fixtures and fittings (including all buildings and improvements erected on the pool premises by the Contractor all of which buildings and improvements shall become the property of the Council unless the Contractor removes them and reinstates the relevant area to its original condition) in good repair, order and condition.

#### **5 DETERMINATION**

- 5.1 The Council may determine the Contract in accordance with clause 5.2 without prejudice to any other rights or remedies that the Council may have against the Contractor if:
- (a) the Contractor for any reason defaults in the due and punctual performance and execution of any of the terms and conditions of this Contract; or
  - (b) in the opinion of the Council the works and service provided by the Contractor and its employees, workmen and contractors has not been performed in a satisfactory manner.
- 5.2 If:
- (a) the Council gives the Contractor notice in writing specifying the default and requiring the Contractor to remedy it without delay and at the Contractors' expense; and
  - (b) the default is not remedied within thirty (30) days after the date of service of that notice the Council may:
    - (i) suspend all payments due and owing by the Council to the Contractor until the default has been remedied; and

- (ii) complete or carry out any work remaining to be completed wholly or partly by the Contractor; or
- (iii) terminate the Contract by giving the Contractor written notice of immediate termination.

5.3 The Council may recover the costs of work carried out by the Council under clause 5.2 from the Contractor by deducting the costs incurred from any monies due or becoming due to the Contractor, then the shortfall shall be a debt due and owing by the Contractor to the Council.

5.4 If the Contractor defaults in:

- (a) the payment of any charges payable by the Contractor under the Contract; or
- (b) complying with any regulations, notices, orders or local laws; or
- (c) the performance or observance of any covenant, conditions or stipulation in the Contract;

The Council without giving notice to the Contractor may:

- (d) comply with any regulations, notices, orders or local laws; and
- (e) effect any repairs and do all work and things in respect of which default has been made by the Contractor.

and the Contractor shall repay on demand all monies paid or costs incurred by the Council in so doing together with interest at the rate from time to time charged by Commonwealth Bank of Australia on overdrafts of ONE HUNDRED THOUSAND DOLLARS (\$100 000.00) computed from date upon which the monies were paid or the costs were incurred by the Council and the total amount shall be a debt due by the Contractor to the Council and recoverable in a court of competent jurisdiction.

5.5 The Contractor is to bear all debt recovery and legal costs incurred by the Council in seeking to recover the amounts owing to it under the Contract.

## 6. CONTRACTUAL DISPUTES

6.1 Any disputes or difference between the parties as the interpretation of the Contract or the rights or obligations of either party under it or in respect of any matter which by provisions of the Contract is to be referred to arbitration, shall within thirty (30) days of the dispute or matter arising be

referred to a single arbitrator mutually acceptable to both parties but failing agreement then the arbitrator shall be appointed at the request of either party by the President for the time being of the Law Society of Western Australia.

- 6.2 Work under the Contract shall continue at all times during arbitration proceedings and no payment due or payable by the Council shall be withheld on account of the arbitration proceedings unless authorised by the Contractor.

## 7. PAYMENT

- 7.1 Subject to the Contractor complying with its obligations under the Contract, and to the Council's right to make deductions pursuant to clause 8.2 of the Contract, the Council shall pay to the Contractor the sum of **Sixty Five Thousand Dollars AUD (per season)**, over the term of the Contract Extension payable in the manner prescribed in Appendix "E" for the term of the Contract Extension. The amount payable over the period shall be referred to as the Contract price and is not subject to any increase.

- 7.2 When required by the Contractor, suitable accommodation shall be supplied to the Contractor by the Council for the duration of the contract term at the agreed subsidized rental amount of **One Hundred Dollars AUD (per week)** with this amount to be paid to the Shire. The subsidized rental amount is inclusive of all utility costs with exception to those relating to telecommunications. No charges are to be incurred by the Contractor during the swimming pool off season in relation to these premises.

- 7.3 The Contractor is to make its own provision for long service leave, annual leave and superannuation.

## 8. PAYMENT NOT FINAL PROOF

- 8.1 The payment to the Contractor of any monies shall not be taken as proof or admission that all or any of the services for which payment has been made have been duly rendered.

- 8.2 The Council at any time after the expiration of the term or other termination of the Contract may require repayment of monies paid to the Contractor for services which were not rendered by it and any such monies shall be immediately repaid by the Contractor to the Council.

**9. CONTRACTOR'S EMPLOYEES**

9.1 The Contractor shall ensure that the Contractor's employees are sober, honest and of good behavior whilst performing their duties and do not at any time invite from any member of the public any gift or additional remuneration.

**10. INDUSTRIAL DISPUTES**

10.1 The Council shall not be liable for any loss or damage that may be incurred by the Contractor by reason of any strikes, locked-out employees or persons taking part in industrial disputes or disturbances, riots or civil commotion or for any matter, cause or thing beyond control of the Council.

10.2 If the Contractor is unable, either wholly or in part, to carry out any obligations under the Contract due to the circumstances beyond the Contractor's control, the obligation shall be suspended so far as it is affected by those circumstances and for so long as they exist.

10.3 The Contractor shall give the Council prompt notice in reasonable detail and shall use all reasonable diligence to resolve the problem, but the Contractor shall not be required to settle any labour dispute on terms contrary to its wishes.

**11. INSURANCES**

11.1 The Contractor shall effect public liability insurance with an insurance office approved by the Council for an amount not less than \$10,000,000 and which shall be adjusted at the expiration of the first and each succeeding year during the term of the Contract to an amount which on the date of each adjustment the parties agree represents an amount of public risk insurance which a reasonable and prudent person in the circumstances of the Contractor would take out.

## **12. COMPLAINTS, INSTRUCTIONS AND NOTICES**

- 12.1 The Contractor shall comply with any reasonable verbal or written instruction which may from time to time be issued by the Council or the Supervisor
- 12.2 Any notice to the Contractor under the Contract shall be sufficiently served on the Contractor if left addressed to the Contractor at the pool premises or if sent to the Contractor by security post at the address mentioned above or the address last notified to the Council and a notice sent by security post shall be deemed to have been served on the day on which it would in the ordinary course of post reach the address to which it was sent.

## **13. PATENT RIGHTS**

- 13.1 The Contractor shall indemnify the Council against any action claim or demand, cost or expenses arising from or incurred by reason of any infringement or alleged infringement of letters patent, registered design, trademark or name, copyright or other protected right in respect of any design, machine, equipment, work, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor in the performance of the Contract.

## **14. ATTENDANCE AT COURT**

- 14.1 Whenever called upon by the Council or by the Supervisor, the Contractor and its employees and agents shall attend at court and give and furnish evidence in any proceedings instituted by or against the Council in respect of the Swimming Pool.

## **15. DAMAGE TO PROPERTY**

- 15.1 The Contractor shall be liable for all breakage, injury, death, loss of or damage to any person, property, goods or things whatsoever or the escape of any liquid or gas from the pool premises occurring or arising directly or indirectly out of or in consequence of any act or omission done or omitted by the Contractor or any of its employees in performance or purported performance of the Contract and shall indemnify the Council for all costs and expenses which may accrue as a consequence of such damage.

15.2 The Contractor shall notify the Supervisor of such breakage, injury, death, loss of or damage to any goods or things whatsoever or the escape of any liquid or gas immediately after it occurs and shall immediately and properly repair and make good any breakage, injury or damage which is capable of being repaired.

15.3 If the Contractor fails to repair the breakage, injury or damage within 24 hours after it occurs, the Supervisor may cause the breakage, injury or damage to be repaired and the costs and expenses incurred by the Council in doing so shall be a debt due to the Council from the Contractor. Without prejudice to any other rights or remedies under the Contract, the Council may recover those costs and expenses from the Contractor either by deducting the amount from any amount payable by the Council to the Contractor or by taking action in a court of competent jurisdiction to recover the debt.

**16. SUB-LETTING, TRANSFERRING OR ASSIGNMENT**

16.1 The Contractor shall not assign, transfer or sub-let any of the works subject of this Contract or any of its rights title or interest under this Contract without prior written approval by the Council.

**17. WAIVER**

17.1 Any time or indulgence allowed by the Council to the Contractor is restricted to the particular act or default in respect of which it is allowed and shall not be deemed to general waiver of the rights of the Council under the Contract.

**18. REPORTS AND RECORDS**

18.1 The Contractor shall keep full and accurate records in writing of all transaction associated with the Swimming Pool including those pertaining to test of pool waters to ensure their compliance with the requirements of the Act, and the Acts Regulations and Local Laws.

**19. LEGAL COSTS AND STAMP DUTY ASSOCIATED WITH THE AGREEMENT**

19.1 The Council shall pay the legal costs incurred in the preparation and execution of the Contract.

19.2 The Contractor shall be liable for and pay all and any stamp duties assessed on the Contract pursuant to the Stamp Act 1921.

**20. RELATIONSHIP OF PARTIES**

20.1 Nothing contained in the Contract shall be deemed to constitute relationship between the Council and the Contractor other than the relationship of principal and independent contractor and without limiting the generality of the foregoing, the Contract shall not be construed so as to constitute a relationship of master and servant nor principal and agent as between the Council and the Contractor.

**21. PROPER LAW**

21.1 The laws of Western Australia shall govern the Contract and the parties submit to the non-exclusive jurisdiction of the courts of that state.

**22. SEVERABILITY**

22.1 In the event of any part of the Contract being or becoming void or unenforceable, then that part shall be severed from the Contract to the intent that the balance of the Contract shall remain in full force and effect and be unaffected by any severance.



EXECUTED as a Deed.

THE COMMON SEAL of SHIRE OF )  
Brookton is affixed in the )  
Presence of: )

  
\_\_\_\_\_  
Mr. Ian D'Arcy  
Chief Executive Officer

17/10/2017  
Date

  
\_\_\_\_\_  
Mr. Mat Mildwaters  
Contract Aquatic Services  
A.B.N. 64 123 231 363

17/10/17  
Date

SIGNED by   
In the presence of: )

17/10/17  
Date

Witness:  
Name: Vicci M. Allen

Address: 144 MURRAY ST  
BROOKTON

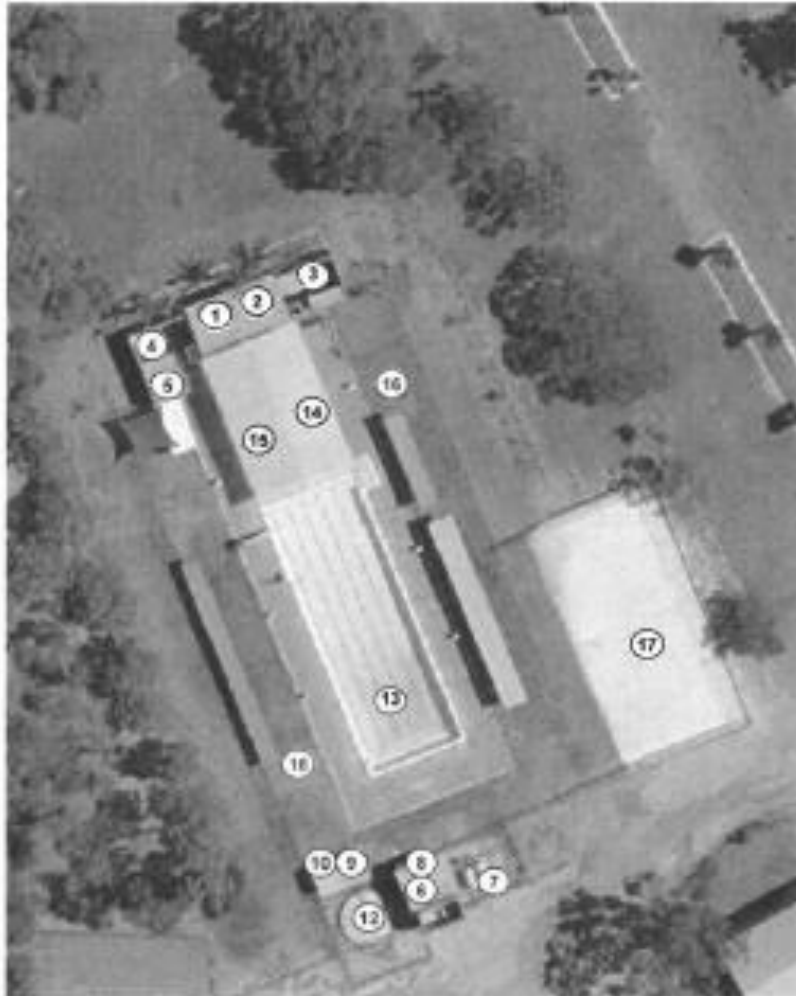
Occupation: CEO

Date: 17/10/2017

**APPENDIX "A"**

**Brookton Aquatic Centre**

**Facility Diagram**



- |                        |                     |                        |
|------------------------|---------------------|------------------------|
| 1. Main Entry          | 7. Sand Filter      | 13. Main Pool Basin    |
| 2. Kiosk               | 8. Chemical Storage | 14. Learner Pool Basin |
| 3. Male Change rooms   | 9. Swim Club Shed   | 15. Toddler Pool Basin |
| 4. Female Change rooms | 10. Garden Shed     | 16. Lawn Areas         |
| 5. First Aid Room      | 11. Balance Tank    | 17. Beach Volleyball   |
| 6. Plant Room          | 12. Backwash Tank   | 18. Storage            |

**APPENDIX "B"**

**Brookton Aquatic Centre**

**Facility Inventory**

To be Updated When on Site

## APPENDIX "C"

### SCHEDULE OF USAGE

#### (1) AQUATIC CENTRE OPENING TIMES

##### 1.1 MAXIMUM OPENING

Monday	12.00pm – 7.00pm
Tuesday	CLOSED
Wednesday	12.00pm – 7.00pm
Thursday	12.00pm – 7.00pm
Friday	12.00pm – 7.00pm
Saturday	12.00pm – 7.00pm
Sunday	12.00pm – 7.00pm

##### 1.2 SEASON DURATION

The Swimming Pool Season commences on the 1 of November and closes on the 31 of March (Season) of each contract year, unless otherwise determined by agreement between the SUPERVISOR and the CONTRACTOR.

##### 1.3 OPENING FOR EVENTS

The Swimming Pool will also be opened for the following events annually, as determined by agreement between the CONTRACTOR and the SUPERVISOR:

- Vacation Swimming
- In-Term Swimming
- School Faction and Interschool Swimming Carnivals

##### 1.4 OPTIONAL OPENING

Any other time not specified in the above sub-clauses and as determined by agreement between the CONTRACTOR and the SUPERVISOR

##### 1.5 OPENING BY COUNCIL

Any other time not included in the above sub-clauses, and at the responsibility of the Council.

##### 1.6 HOURS ADDITIONAL TO MAXIMUM OPENING

Are exclusive of item 7.1 in the Contract Agreement and separately invoiced to Scheduled Payments, as defined in Appendix "E".

**APPENDIX "D"**

**Brookton Aquatic Centre**

**SCHEDULE OF CHARGES – 2017/18 SEASON**

**(All fees are maximums)**

**SEASON TICKETS (Nov 01 – Mar 31)**

<b>Family</b>	<b>\$196.00</b>
<b>Single</b>	<b>\$100.00</b>

For all or part of season.

**SESSION ADMITTANCE FEES**

<b>Adult (18+)</b>	<b>\$ 3.00</b>
<b>Child 5 - 17</b>	<b>\$ 2.00</b>
<b>Spectator</b>	<b>\$ 1.00</b>
<b>U/5</b>	<b>\$ FREE</b>

- Council's Fees and Charges Schedule is subject to review annually.
- Council participates in the Companion Card program, whereby attendant carer's required for the participation of the venue and activities are admitted free of charge.

**APPENDIX "E"**  
**SCHEDULE OF PAYMENTS TO CONTRACTOR**

<b>MONTH DUE</b>	<b>AMOUNT \$</b>
1 <sup>st</sup> November	\$13000.00
1 <sup>st</sup> December	\$13000.00
1 <sup>st</sup> January	\$13000.00
1 <sup>st</sup> February	\$13000.00
1 <sup>st</sup> March	\$13000.00
<b>TOTAL</b>	<b>\$ 65000.00</b>

*Note: Above totals are GST exclusive. Payment to the Contractor is to be by Electronic Bank Transfer*

**Bank: Commonwealth Bank of Australia**  
**Account Name: Contract Aquatic Services**  
**BSB Number: 066 122**  
**AC/Number: 10149281**

## APPENDIX "F"

### Maintenance Items & Responsibilities

#### **CAS Maintenance responsibilities**

CAS maintenance responsibilities are of a service nature only. Although CAS will often bear all associated small maintenance costs, all materials and other costs apart from CAS labour services must remain the responsibility of the Brookton shire.

- All cleaning / maintenance duties as per the checklists in the facility operations manual
- All other cleaning tidying duties within the centre premises
- All general lawn and garden maintenance within the centre premises
- All cleaning tidying duties at the front entrance and service gates
- All garden maintenance at the front entrance / Service gates
- General irrigation repairs including replacement of sprinkler heads
- Organize service of all rescue and / or safety equipment on site
- Basic level plumbing and repairs of PVC fittings, injection points, irrigation backbones etc.
- Replacement of faulty equipment and / or parts of a basic nature (labour only).

#### **Shire Maintenance Responsibilities**

- Any activity that involves specialized equipment, machinery or personnel being required at the centre
- Advance fault finding and repair of irrigation systems on site that are considered above a basic level of knowledge and / or maintenance scope of works
- Breakdowns / repairs of faulty plant, pool basins, recirculation systems and other equipment / shire assets on site that may require additional works to the basic order of parts and equipment (CAS will often assist or complete breakdowns however responsibility must remain the shire of Brooktons).
- Undertake annual service or break down servicing of all maintenance equipment (lawn mowers, edger's, etc.) on site at CAS request.

**Addendum to Contract  
To be effective as of July 1 2019  
Management of the Brookton Aquatic Centre 1 November 2017 – 31 March 2020**

**Shire of Brookton  
And  
Contract Aquatic Services**



In order to streamline service provision between the Shire of Brookton (SoB) and Contract Aquatic Services (CAS), the following Addendum is being made to the Contract:

1. CAS will be responsible for:
  - a) The management (ie purchase, application and monitoring) of chemical levels in the Shire of Brookton Swimming Pool to accord with the *Health (Aquatic Facilities) Regulations 2007*; and
  - b) Invoicing the Shire of Brookton at the conclusion of the official pool season for the total cost of pool chemicals used at the Brookton Aquatic Centre for the previous season. CAS shall provide evidence of such purchases either in the forms of receipts or equivalent.
2. Any maintenance that is performed by CAS must be logged and submitted to the SoB at the end of each pool season. This must be verified in writing by the CAS Manager and SoB Maintenance Officer, prior to any additional payment being transacted.
3. Reference to the *Health Act (Swimming Pool) Regulations 2008* is to be deleted from the Aquatic Centre Operators Contract (specifically 2.1 (p), (q) and (r)) and replaced with the *Health (Aquatic Facilities) Regulations 2007*. The *Health (Aquatic Facilities) Regulations 2007* are the current regulations for public aquatic facilities.
4. For clarification against Clause 2.1 (r) and Clause 18.1 of the Contract, CAS will provide testing kits, all supplies (esbies/bricks/sample bottles) and complete the water sampling per s21 of the *Health (Aquatic Facilities) Regulations 2007* that involves 2 water samples (one for bacteria, one for amoeba) from each swimming pool as per month together with the testing requirements prescribed under Clause 2.1(r) of the contract.
5. Any purchases made by CAS on behalf of the SoB are required to involve an adherence to the SoB Policy 2.36 – Procurement, including;
  - a) A Purchase Order being allocated by SoB prior to the acquisition of the goods or services;
  - b) All documentation applicable to the purchase to be submitted to SoB for its records and compliance requirements under the *Local Government Act, 1995*.

CAS will not be reimbursed for purchases that have not followed the correct local government procedures as detailed under Policy 2.36.

6. CAS will be responsible for:
  - a) Performing additional hours of opening and supervision of school swimming lessons and by mutual agreement for any other extension of opening hours at the Brookton Aquatic Centre, upon written request by an authorised SoB Officer, and the issue of a subsequent Purchase Order;
  - b) Invoicing for additional hours shall be submitted to SoB for payment within 30 days of the service being performed, quoting the Purchase Order number issued for the works.

7. CAS is to lodge a maintenance request in writing to the SoB using a Customer Request Form available at the Shire Administration Office. For urgent or emergency needs, CAS is to contact the Administration Office as soon as practicable.
8. Appendix "F" Maintenance Items and Responsibilities is amended with the following:

#### **CAS Maintenance Responsibilities**

CAS maintenance responsibilities are of a service nature only. This includes:

- All cleaning duties per the checklists in the facility operations manual;
- All other cleaning/tidying duties within the centre premises and at the front entrance; and
- Garden maintenance at a service nature only including hand watering and lawn mowing.

CAS shall inform SoB of any works required relating to pool equipment, pool pumps, pool drainage, chemical storage and any other services specific to the pool, with maintenance in these areas to be conducted by CAS or assigned contractors as required, with SoB bearing the cost of these repairs upon official authorisation and adherence to the Shire Policy 2.36 - Procurement.

#### **Shire Maintenance Responsibilities**

All other maintenance remains the responsibility of the SoB. Maintenance requests are to be lodged using a Customer Request form available from the Shire Administration Office. Specifically, SoB is responsible for:

- Irrigation repairs, including replacement of sprinkler heads, plumbing and repairs of PVC fittings, injection points, irrigation back bones, etc.;
- Building maintenance repairs, including (but not limited to) change rooms, first aid room, and kiosk area inclusive of all lawful plumbing and electrical works;
- Any activity that involves specialised equipment, machinery or personnel being required at the centre;
- Breakdowns/repairs of faulty plant (ie pumps, filtration and chlorination equipment), pool basins, recirculation systems and other equipment/Shire assets on site that may require additional works to the basic order of parts and equipment (CAS will often assist or complete breakdowns however the responsibility and costs remain with SoB);
- SoB will ensure all maintenance works completed are to the required compliance standards.

9. For clarification the against clause 7.2 of the Contract, the housing accommodation for the Aquatic Centre Manager is assigned by SoB to CAS one week before the opening, and one week following the closure of the Brookton Aquatic Centre Facility to the public, with the agreed rent under the Contract to be paid during this period. The housing accommodation is to be:
  - a) Presented to CAS at the beginning of the season in a neat, tidy and serviceable condition based on a documented inspection and condition

assessment of the accommodation being performed by representatives from both organisations and mutual acceptance at the time of occupation by CAS.

- b) Returned to SoB at the closure of the season in a neat, tidy and serviceable condition based on a documented inspection and condition assessment of the accommodation being performed by representatives from both organisations and mutual acceptance at the time of vacation by CAS. All belongings of CAS will be removed prior to the inspection being performed.
- c) Both inspections shall take into account 'normal wear and tear' as part of the condition assessment for the assigned housing accommodation.
- d) CAS will be responsible for costs of any damage to the premises deemed to be excessive of 'normal wear and tear' taking into account the age and general condition of the housing accommodation. Upon mutual acceptance of the excessive damage, the required repairs will be conducted by SoB and subsequently invoiced to CAS for payment within 30 days.
- e) SoB will be responsible for costs of any repairs or replacement assessed to be normal wear and tear, or required to ensure the accommodation is serviceable during the course of the residential tenancy during the Swimming Pool season.
- f) CAS will be granted access to Shire accommodation at no cost during the off season when prescribed maintenance works under the terms of the contract is to be performed during this period.

Signed:

---

Ian D'Arcy

**Chief Executive Officer**

**Shire of Brookton**

---

Mat Mildwaters

**Contract Aquatic Services**

**A.B.N 64 123 231 363**

The above signatures form acceptance of the addendum.

## 14.05.19 FINANCE & ADMINISTRATION REPORTS

### 14.05.19.01 LIST OF ACCOUNTS FOR PAYMENT

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	16/05/2019
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Lois Salkilld – Corporate Business Officer - Finance
<b>Authorising Officer:</b>	Ian D’Arcy – Chief Executive Officer
<b>Declaration of Interest:</b>	The author has no financial interest in this matter.
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	16/05/2019

#### **Summary of Item:**

The list of accounts for payment to 30<sup>th</sup> April, 2019 are presented to Council for inspection.

#### **Description of Proposal:**

To approve the account for payment.

#### **Background:**

In accordance with *Local Government (Financial Management) Regulations 1996 Clause 13 (1)* schedules of all payments made through Council’s bank accounts are presented to Council for inspection. Please refer to the separate attachment.

#### **Consultation:**

N/A

#### **Statutory Environment:**

Local Government (Financial Management) Regulations 1996; Clause 13 – List of Accounts.

#### **Relevant Plans and Policy:**

Policy No. 4.4 of the Council Policy Manual states that the Chief Executive Officer is authorized to arrange purchase of specific items in the budget, which do not require calling tenders, providing that it is within the approved budget.

#### **Financial Implications:**

There are no financial implications relevant to this report.

#### **Risk Assessment:**

No risks identified as this is an operational reporting requirement.

#### **Community & Strategic Objectives:**

This activity is contained in the Corporate Compendium.

#### **Comment**

Totals of all payments from each of Councils bank accounts are listed below. The payment schedule is provided to Councillors separately and not published on the Shire of Brookton website to mitigate against the potential of fraudulent activity that can arise from this practice. Members of the public can obtain the schedule from the Shire of Brookton Administration Office.

To 30<sup>th</sup> April 2019

***Municipal Account***

Direct Debits	\$91,116.64
EFT	\$858,243.75
Cheques	\$37,748.46
<b><i>Trust Account</i></b>	<b>\$1,290.00</b>

**OFFICER'S RECOMMENDATION**

***That with respect to the list of accounts for payment, Council: note the payments authorized under delegated authority and detailed below and in the List of Accounts 31<sup>st</sup> March 2019.***

To 30<sup>th</sup> April 2019

***Municipal Account***

Direct Debits	\$91,116.64
EFT	\$858,243.75
Cheques	\$37,748.46
<b><i>Trust Account</i></b>	<b>\$1,290.00</b>

**Attachments**

**Attachment 14.05.19.01A**

Members of the public can obtain the schedule from the Shire of Brookton Administration Office.

**14.05.19.02 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 MARCH 2019**

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	16/05/2019
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	Shire of Brookton
<b>Name of Owner:</b>	Shire of Brookton
<b>Author/s:</b>	Lois Salkilld – Corporate Business Officer (Finance)
<b>Authorising Officer:</b>	Vicki Morris – Deputy Chief Executive Officer
<b>Declaration of Interest:</b>	The authors have no financial interest in this matter
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	There is no previous meeting reference

**Summary of Item:**

The Statement of Financial Activity for the period ended 30 April 2019 is presented to Council.

**Description of Proposal:**

That Council receives the Statement of Financial Activity for the period ended 30 April 2019 as presented.

**Background:**

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

**Consultation:**

Reporting officers receive monthly updates to track expenditure and income.

**Statutory Environment:**

Section 6.4 of the *Local Government Act 1995*.

Regulation 34 of the *Local Government (Financial Management) Regulations 1996*.

Section 6.8 of the *Local Government Act 1995*

**Relevant Plans and Policy:**

There is no Council Policy relevant to this issue.

The Next Generation Brookton Corporate Compendium (May 2018) - Finance Activities.

**Financial Implications:**

The Budget is regularly monitored on at least a monthly basis, by the CEO, Deputy CEO, Corporate Business Officer (Compliance & Finance). Responsible Officers are also required to review their particular line items for anomalies each month, with a major review required by law, between 1 January and 31 March of each year pursuant to the *Local Government (Financial Management) Regulations 1996* (Regulation 33A).

**Risk Assessment:**

No risk identified as this is a reporting statement only in accordance with the regulations.

**Community & Strategic Objectives:**

Responsible financial management is critical to deliver on the Strategic Community Plan.

The Corporate Business Plan determines the local government's resource allocations which form the construction of the Annual Budget. The financial statements thus measure performance against the Corporate Business Plan by providing comparatives against the Annual Budget.

**Comment**

The Monthly Financial Report has been prepared in accordance with statutory requirements.

**OFFICER'S RECOMMENDATION*****That Council***

- 1. Receives the Monthly Statements of Financial Activity for the period ending 30 April 2019 as presented in Attachment 14.05.19.02.***

**Attachments**

**Attachment 14.05.19.02**



**Shire of Brookton**  
**MONTHLY FINANCIAL REPORT**  
**For the Period Ended 30 April 2019**

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Note 17 - Grants Register



**Shire of Brookton  
Monthly Reporting Model  
Base Input Data**

**General User Input**

Local Government Name  
 Last Year (-2)  
 Last Year (-1)  
 Current Year  
 Current Reporting Period  
 Start of Current Financial Year  
 End of Financial Year

**Data to appear in the Report**

<b>Shire of Brookton</b>
<b>2016-17</b>
<b>2017-18</b>
<b>2018-19</b>
<b>For the Period Ended 30 April 2019</b>
<b>01-Jul-18</b>
<b>30-Jun-19</b>

**Material Threshold**

Material Amount Income  
 Material Amount Expenditure  
 Material Percentage Income  
 Material Percentage Expenditure

<b>\$10,000</b>
<b>\$10,000</b>
<b>10.00%</b>
<b>10.00%</b>

**Material Variances Symbol**

Above Budget Expectations  
 Below Budget Expectations

▲
▼

**Shire of Brookton  
Monthly Reporting Model  
Graph Input Data**

**Statement of Financial Activity**

Month	Operating Expenses		Operating Revenue		Capital Expenses		Capital Revenue	
	Budget 2018-19	Actual 2018-19	Budget 2018-19	Actual 2018-19	Budget 2018-19	Actual 2018-19	Budget 2018-19	Actual 2018-19
Jul	769,232	612,509	473,925	677,474	313,560	26,968	124,436	4,369
Aug	1,522,518	1,055,862	1,056,166	1,446,694	627,119	27,654	248,873	4,369
Sep	2,378,662	2,532,956	1,544,365	2,153,293	964,382	30,567	375,059	4,369
Oct	3,086,214	3,475,179	2,068,446	2,790,540	1,295,827	865,984	555,064	182,576
Nov	3,906,757	4,223,376	2,674,472	3,363,107	1,619,784	966,199	683,375	192,351
Dec	4,955,101	4,944,994	3,211,952	4,025,286	1,943,741	1,052,003	815,187	192,351
Jan	5,704,405	5,845,064	3,691,203	4,185,839	2,267,698	1,321,635	944,081	196,847
Feb	6,456,560	6,620,137	4,226,007	4,745,090	2,664,526	1,378,908	1,102,370	196,847
Mar	7,268,609	7,399,083	4,669,326	5,136,456	2,997,592	1,517,462	1,240,166	196,847
Apr	7,992,646	8,187,798	5,099,170	5,682,719	3,330,658	1,958,301	1,377,963	211,136
May								
Jun								

**Shire of Brookton  
Monthly Reporting Model  
Graph Input Data (Cont.)**

**Note 3 - Net Funding Current Position**

Month	Actual 2016-17 \$('000s)	Actual 2017-18 \$('000s)	Actual 2018-19 \$('000s)
Jul	267,469	907,333	1,207,105
Aug	3,164,854	3,295,912	4,051,835
Sep	3,435,041	3,637,304	3,520,526
Oct	1,972,833	2,372,296	2,805,542
Nov	2,372,945	2,381,438	2,781,753
Dec	1,584,583	2,034,219	2,887,488
Jan	1,758,100	1,808,505	2,133,457
Feb	1,831,612	1,794,385	2,086,564
Mar	1,584,583	2,034,219	1,810,439
Apr	1,584,583	2,034,219	1,383,009
May			
Jun			

**Shire of Brookton  
Monthly Reporting Model  
Graph Input Data (Cont.)**

**Note 4 - Rates and Rubbish Collection History**

Month	Last Year 2017-18 %	This Year 2018-19 %
	Jul	21
Aug	14	-0
Sep	72	28
Oct	72	78
Nov	83	83
Dec	83	84
Jan	91	91
Feb	91	92
Mar	93	96
Apr	93	97
May		
Jun		

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(Statutory Reporting Program)**  
**For the Period Ended 30 April 2019**

	Note	Adopted Annual Budget	Amended Budget - Dec OCM	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(b)	Var.
<b>Operating Revenues</b>		\$		\$	\$	\$	%	
Governance		11,550	16,399	15,549	150,463	134,914	867.70%	▲
General Purpose Funding		625,727	710,877	506,076	1,040,252	534,176	105.55%	▲
Law, Order and Public Safety		20,000	20,000	19,340	20,191	851	4.40%	
Health		1,300	1,300	1,210	854	(356)	(29.44%)	
Education and Welfare		4,429,822	4,495,238	3,751,582	3,653,784	(97,798)	(2.61%)	
Housing		81,696	81,696	68,080	78,998	10,918	16.04%	▲
Community Amenities		391,933	391,933	326,600	389,901	63,301	19.38%	▲
Recreation and Culture		41,882	43,002	35,990	39,685	3,695	10.27%	
Transport		574,593	604,546	302,273	239,203	(63,070)	(20.87%)	▼
Economic Services		50,430	50,430	42,010	38,925	(3,085)	(7.34%)	
Other Property and Services		36,560	36,560	30,460	30,464	4	0.01%	
<b>Total (Excluding Rates)</b>		<b>6,265,493</b>	<b>6,451,981</b>	<b>5,099,170</b>	<b>5,682,719</b>	<b>583,549</b>	<b>11.44%</b>	
<b>Operating Expense</b>								
Governance		(505,146)	(531,044)	(400,802)	(335,560)	65,242	(16.28%)	
General Purpose Funding		(206,116)	(206,116)	(160,574)	(143,026)	17,548	(10.93%)	
Law, Order and Public Safety		(172,331)	(180,331)	(90,166)	(134,825)	(44,659)	49.53%	
Health		(80,802)	(79,565)	(46,217)	(47,568)	(1,351)	2.92%	
Education and Welfare		(3,874,446)	(4,434,515)	(3,697,242)	(3,453,893)	243,349	(6.58%)	
Housing		(241,994)	(241,994)	(203,008)	(131,716)	71,292	(35.12%)	
Community Amenities		(481,624)	(492,754)	(415,598)	(310,250)	105,348	(25.35%)	
Recreation and Culture		(1,012,065)	(1,015,690)	(818,082)	(720,403)	97,679	(11.94%)	
Transport		(2,430,797)	(2,435,892)	(2,006,301)	(2,547,243)	(540,942)	26.96%	
Economic Services		(175,834)	(170,697)	(138,707)	(120,740)	17,967	(12.95%)	
Other Property and Services		(28,970)	(28,970)	(15,949)	(242,574)	(226,625)	1420.94%	▼
<b>Total</b>		<b>(9,210,125)</b>	<b>(9,817,568)</b>	<b>(7,992,646)</b>	<b>(8,187,798)</b>	<b>(195,153)</b>	<b>(2.44%)</b>	
<b>Funding Balance Adjustment</b>								
Add back Depreciation		2,109,945	2,109,945	1,758,288	2,454,475	696,188	39.59%	▲
Adjust (Profit)/Loss on Asset Disposal	6	765	(2,384)	(1,986)	(3,149)	(1,162)		
Adjust (Profit)/Loss on Asset Revaluation		0	0	0	0	0		
Movement in Non Cash Provisions		0	0	0	0	0		
<b>Net Operating (Ex. Rates)</b>		<b>(833,922)</b>	<b>(1,258,026)</b>	<b>(1,137,175)</b>	<b>(53,753)</b>	<b>1,083,422</b>	<b>(95.27%)</b>	
<b>Capital Revenues</b>								
Proceeds from Disposal of Assets	6	65,000	106,818	89,015	41,818	(47,197)	0.00%	
Self-Supporting Loan Principal		28,754	28,754	23,962	32,299	8,967	37.42%	
Transfer from Reserves	5	1,464,483	1,517,983	1,264,986	136,389	(1,128,597)	(89.22%)	▼
<b>Total</b>		<b>1,558,237</b>	<b>1,653,555</b>	<b>1,377,963</b>	<b>211,136</b>	<b>(1,166,827)</b>		
<b>Capital Expenses</b>								
Land and Buildings	6	(960,000)	(960,000)	(800,000)	(159,405)	640,595	(80.07%)	
Plant and Equipment	6	(357,000)	(405,485)	(337,904)	(111,909)	225,995	(66.88%)	
Furniture and Equipment	6	(75,000)	(69,000)	(57,500)	0	57,500	(100.00%)	
Infrastructure Assets - Roads & Bridges	6	(922,686)	(1,002,664)	(835,553)	(623,850)	211,704	(25.34%)	
Infrastructure Assets - Sewerage	6	(10,000)	(10,000)	(8,333)	(522)	7,812	(93.74%)	
Infrastructure Assets - Parks	6	0	0	0	0	0	0.00%	
Repayment of Debentures	7	(138,653)	(138,653)	(115,544)	(146,172)	(30,628)	26.51%	
Transfer to Reserves	5	(1,394,190)	(1,410,988)	(1,175,823)	(916,443)	259,380	(22.06%)	
<b>Total</b>		<b>(3,857,529)</b>	<b>(3,996,789)</b>	<b>(3,330,658)</b>	<b>(1,958,301)</b>	<b>1,372,357</b>	<b>(41.20%)</b>	
<b>Net Capital</b>		<b>(2,299,292)</b>	<b>(2,343,234)</b>	<b>(1,952,695)</b>	<b>(1,747,165)</b>	<b>205,530</b>	<b>(10.53%)</b>	
<b>Total Net Operating + Capital</b>		<b>(3,133,214)</b>	<b>(3,601,260)</b>	<b>(3,089,870)</b>	<b>(1,800,918)</b>	<b>1,288,952</b>	<b>(41.72%)</b>	
Rate Revenue		2,219,064	2,219,064	2,219,064	2,269,776	50,712	2.29%	
Opening Funding Surplus(Deficit)		914,150	914,150	914,150	914,150	0	0.00%	
<b>Closing Funding Surplus(Deficit)</b>	2	<b>0</b>	<b>(468,046)</b>	<b>43,344</b>	<b>1,383,008</b>	<b>1,339,665</b>		

**Shire of Brookton  
STATEMENT OF FINANCIAL ACTIVITY  
Program by Nature and Type  
For the Period Ended 30 April 2019**

NOTE	2018/19 Adopted Budget \$	2018/19 Amended Budget	2018/19 YTD Budget \$	2018/19 YTD Actual \$	Variance YTD Budget vs YTD Actual \$
<b>REVENUES FROM ORDINARY ACTIVITIES</b>					
Rates	2,244,064	2,244,064	2,269,064	2,269,776	712
Operating Grants, Subsidies and Contributions	3,770,450	3,885,553	3,209,072	3,597,710	388,638
Fees and Charges	1,685,956	1,710,956	1,404,880	1,599,196	194,316
Interest Earnings	194,748	238,536	178,484	117,628	(60,856)
Other Revenue	68,231	69,351	79,167	204,045	124,878
	7,963,449	8,148,460	7,140,667	7,788,356	647,689
<b>EXPENSES FROM ORDINARY ACTIVITIES</b>					
Employee Costs	(1,472,174)	(1,474,424)	(1,160,739)	(1,214,311)	(53,572)
Materials and Contracts	(5,172,361)	(5,717,384)	(4,540,564)	(4,126,638)	413,926
Utilities	(164,163)	(161,863)	(139,081)	(135,935)	3,146
Depreciation	(2,109,941)	(2,109,945)	(1,054,971)	(2,454,475)	(1,399,505)
Interest Expenses	(104,477)	(104,476)	(52,239)	(76,747)	(24,508)
Insurance	(185,489)	(183,626)	(185,489)	(179,651)	5,838
Other Expenditure	(754)	(754)	(212,854)	(41)	212,813
	(9,209,359)	(9,752,472)	(7,345,936.00)	(8,187,798)	(841,862)
	(1,245,910)	(1,604,012)	(205,269)	(399,442)	(194,173)
Non-Operating Grants, Subsidies & Contributions	521,106	521,106	434,250	160,990	(273,260)
Profit on Asset Disposals	-	3,149	3,149	3,149	-
Loss on Asset Disposals	(765)	(765)	(630)	-	630
<b>NET RESULT</b>	(725,569)	(1,080,522)	231,500	(235,303)	(466,803)

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY (Excluding Kalkarni Residential Facility)**  
**Program by Nature and Type**  
**For the Period Ended 30 April 2019**

	2018/19 Adopted Budget \$	2018/19 Amended Budget	2018/19 YTD Budget \$	2018/19 YTD Actual \$	Variance YTD Budget vs YTD Actual \$	Actuals as % of Total
<b>REVENUES FROM ORDINARY ACTIVITIES</b>						
Rates	2,269,064		2,269,064	2,269,776	712	51%
Operating Grants, Subsidies and Contributions	513,370		494,839	999,442	504,603	22%
Fees and Charges	898,695		748,829	858,684	109,855	19%
Interest Earnings	194,749		178,484	117,628	(60,856)	3%
Other Revenue	68,232		79,167	204,045	124,878	5%
	3,944,110		3,770,383	4,449,575	679,192	100%
<b>EXPENSES FROM ORDINARY ACTIVITIES</b>						
Employee Costs	(1,461,725)		(1,160,739)	(1,214,311)	(53,572)	25%
Materials and Contracts	(1,347,770)		(1,133,828)	(942,350)	191,478	19%
Utilities	(170,371)		(139,081)	(135,935)	3,146	3%
Depreciation	(2,009,487)		(753,571)	(2,369,176)	(1,615,605)	48%
Interest Expenses	(99,516)		(37,332)	(73,927)	(36,596)	2%
Insurance	(171,716)		(160,239)	(165,880)	(5,640)	3%
Other Expenditure	(275,754)		(212,854)	(41)	212,813	0%
	(5,536,339)		(3,597,644)	(4,901,620)	(1,303,976)	100%
	(1,592,229)		172,738	(452,045)	(624,784)	
Non-Operating Grants, Subsidies & Contributions	521,106		434,250	160,990	(273,260)	
Profit on Asset Disposals	-		3,149	3,149	-	
Loss on Asset Disposals	(765)		(630)	-	630	
<b>NET RESULT</b>	(1,071,888)		609,507	(287,907)	(897,414)	

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 1: MAJOR VARIANCES**

**OPERATING REVENUE (EXCLUDING RATES)**

**Governance**

This variance is a misallocation to be rectified by Journal to Transport Main Roads (Regional Road Group)

**General Purpose Funding**

There are a number of factors that relate to the variance with the main driver being the GPG from the Grants Commission - General & Roads balance B/F from 17/18 for an advance payment received for General & Roads received 18/19

**Law, Order and Public Safety**

Within variance threshold of \$10,000 or 10%

**Health**

Within variance threshold of \$10,000 or 10%

**Education and Welfare**

Within variance threshold of \$10,000 or 10%

**Housing**

More rent received than anticipated

**Community Amenities**

The variance is due to a Budget profile calculated over 12 month for 18/19 Refuse & Sewerage rates - Will self correct

**Recreation and Culture**

Within variance threshold of \$10,000 or 10%

**Transport**

This variance is due to thmisallocation of funds to Governance

**Economic Services**

Within variance threshold of \$10,000 or 10%

**Other Property and Services**

Within variance threshold of \$10,000 or 10%

**OPERATING EXPENSES**

**Governance**

Within variance threshold of \$10,000 or 10%

**General Purpose Funding**

Timing issue - expected to self correct

**Law, Order and Public Safety**

Timing issue - expected to self correct

**Health**

Within variance threshold of \$10,000 or 10%

**Education and Welfare**

Within variance threshold of \$10,000 or 10%

**Housing**

Timing issue - expected to self correct

**Community Amenities**

Timing issue - expected to self correct

**Recreation and Culture**

Timing issue - expected to self correct

**Transport**

Timing issue - expected to self correct

**Economic Services**

Timing issue - expected to self correct

**Other Property and Services**

There a number of factors that relate to this variance, but the main driver relates to an employee redundancy payout & plant allocation costs which will be reviewed.

## **CAPITAL REVENUE**

### **Proceeds from Disposal of Assets**

Within variance threshold of \$10,000 or 10%

### **Self-Supporting Loan Principal**

Within variance threshold of \$10,000 or 10%

### **Transfer from Reserves**

A portion of Reserve Transfers will be completed at maturity 02/07/19, the remainder will occur towards the end of the financial year

## **CAPITAL EXPENSES**

### **Land and Buildings**

A portion of capital purchases have been completed, with the remainder expected to be completed in the near future.

### **Plant and Equipment**

Adopted budget for plant not yet fully purchased.

### **Furniture and Equipment**

Adopted budget for F & E not yet fully purchased.

### **Infrastructure Assets - Roads & Bridges**

Commencement of projects underway and expected to be completed in 18/19

### **Infrastructure Assets - Sewerage**

Within variance threshold of \$10,000 or 10%

### **Infrastructure Assets - Parks**

Within variance threshold of \$10,000 or 10%

### **Repayment of Debentures**

The variance relates to the profile calculated over 12 month for 18/19 will self correct.

### **Transfer to Reserves**

Timing issue - expected to self correct

## **OTHER ITEMS**

### **Rate Revenue**

Within variance threshold of \$10,000 or 10%

### **Opening Funding Surplus(Deficit)**

Within variance threshold of \$10,000 or 10%

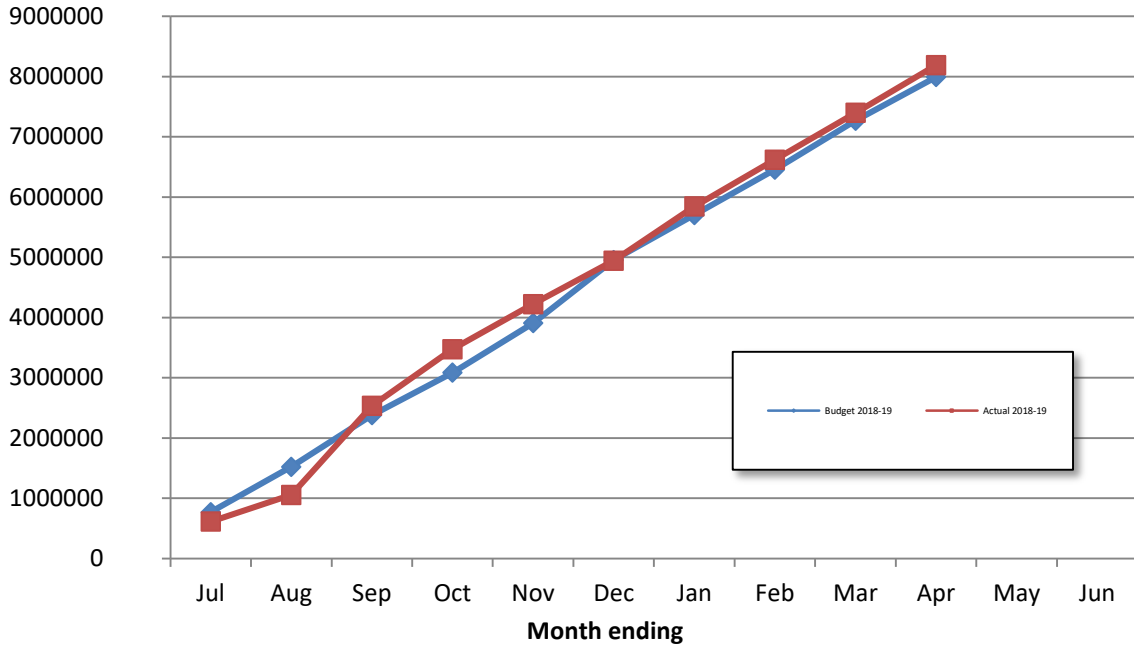
### **Closing Funding Surplus (Deficit)**

Within variance threshold of \$10,000 or 10%

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

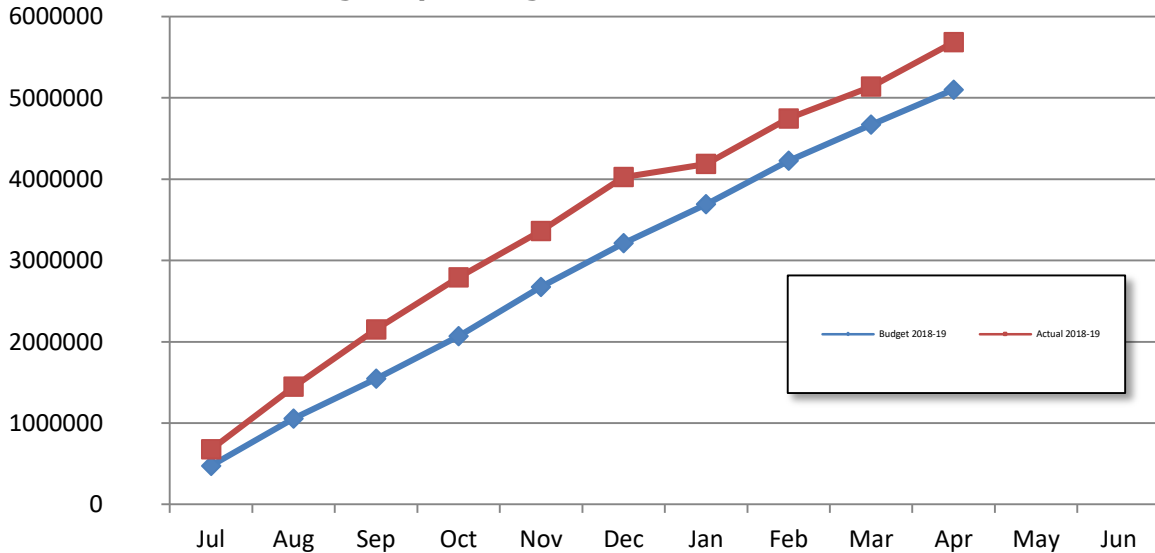
**Note 2 - Graphical Representation - Source Statement of Financial Activity**

**Budget Operating Expenses -v- YTD Actual**



**Comments/Notes - Operating Expenses**

**Budget Operating Revenues -v- Actual**

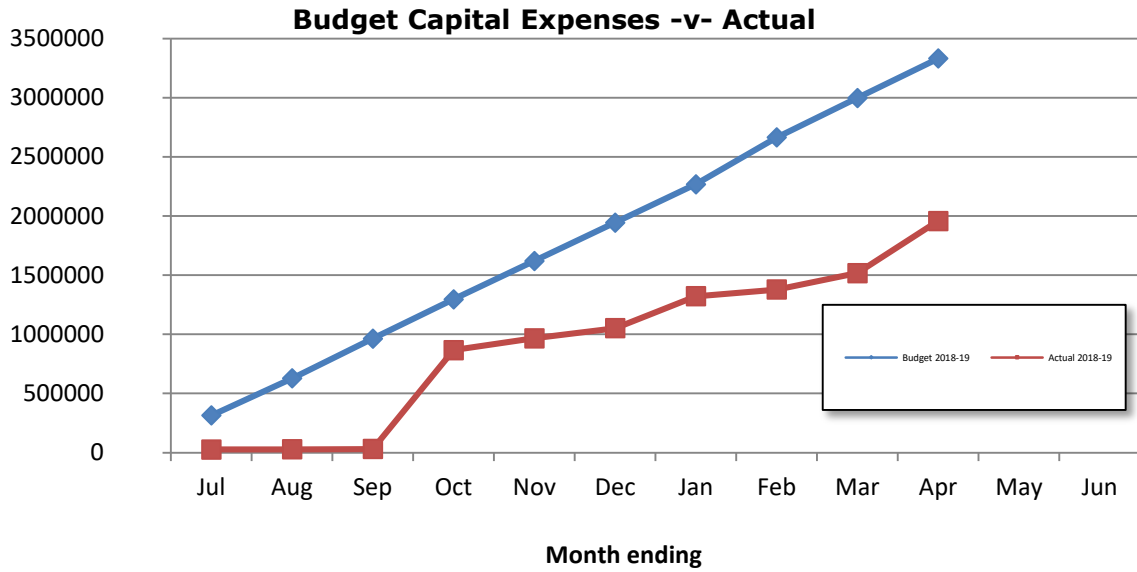


**Comments/Notes - Operating Revenues**

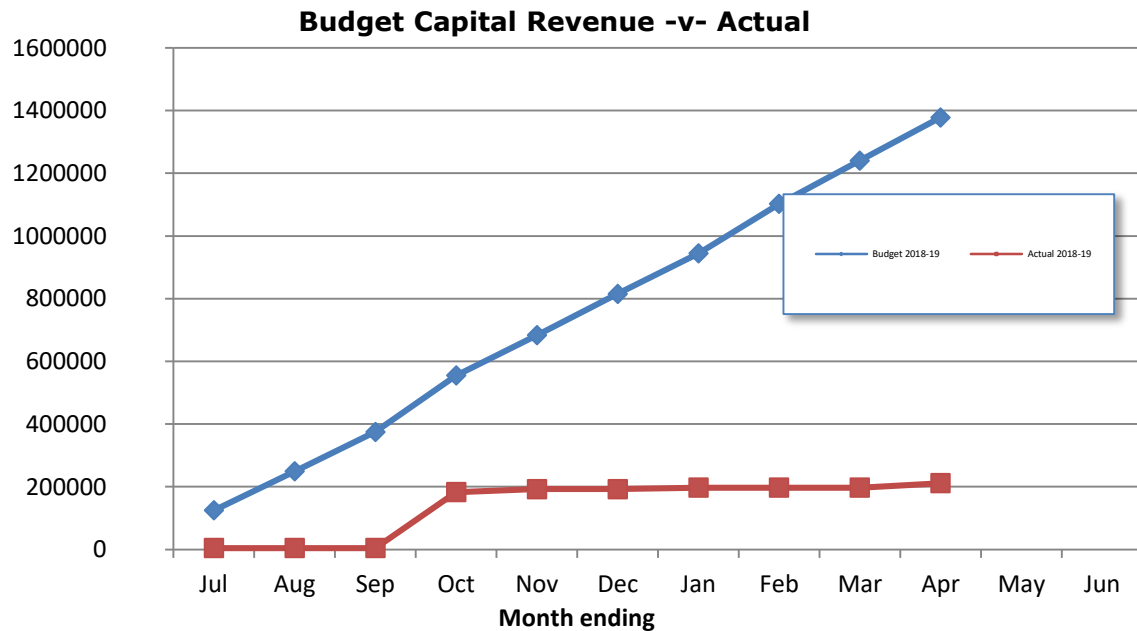


**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 1 - Graphical Representation - Source Statement of Financial Activity**



**Comments/Notes - Capital Expenses**

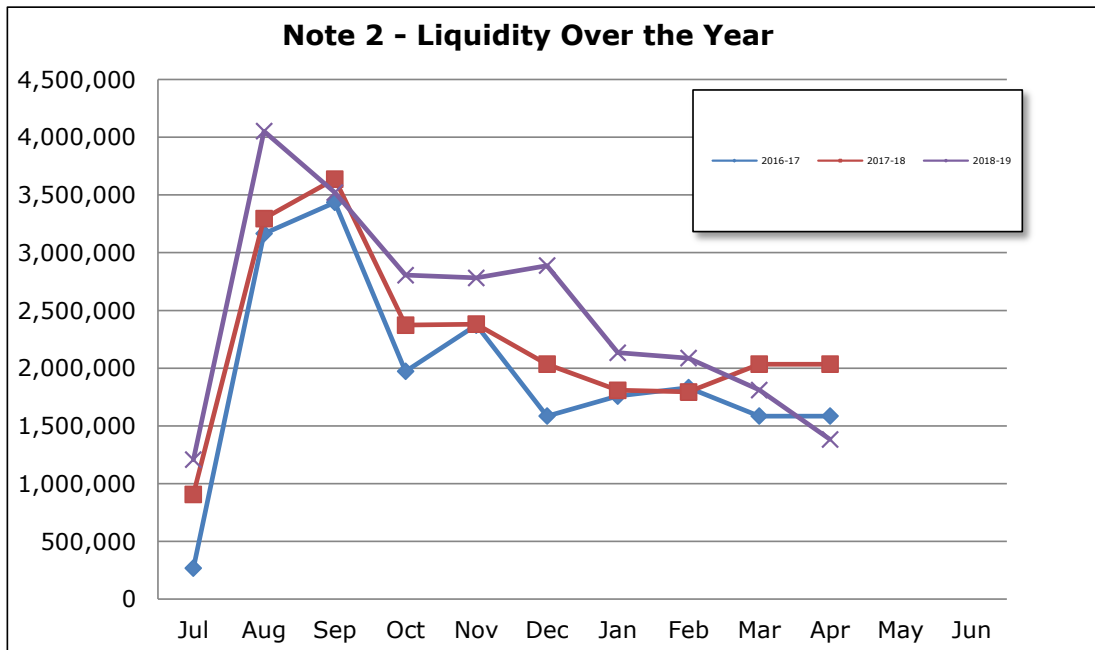


**Comments/Notes - Capital Revenues**

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 3: NET CURRENT FUNDING POSITION**

Positive=Surplus (Negative=Deficit)				
2018-19				
Note	This Period	Same Period 2017/18	Same Period 2016/17	Surplus C/F 1 July 2018
	\$	\$	\$	\$
<b>Current Assets</b>				
Cash Unrestricted	1,238,082	2,038,002	1,613,094	1,740,530
Cash Restricted	5,054,650	4,259,065	3,244,209	4,274,596
Receivables	4,318,872	3,476,552	3,132,877	4,375,025
Prepayments & Accruals	0	0	0	0
Inventories	25,120	16,322	16,934	27,394
	<b>10,636,724</b>	<b>9,789,941</b>	<b>8,007,114</b>	<b>10,417,545</b>
<b>Less: Current Liabilities</b>				
Payables and Provisions	(4,199,065)	(3,496,657)	(3,178,322)	(5,228,799)
	<b>(4,199,065)</b>	<b>(3,496,657)</b>	<b>(3,178,322)</b>	<b>(5,228,799)</b>
Less: Cash Restricted	(5,054,650)	(4,259,065)	(3,244,209)	(4,274,596)
<b>Net Current Funding Position</b>	<b>1,383,009</b>	<b>2,034,219</b>	<b>1,584,583</b>	<b>914,150</b>



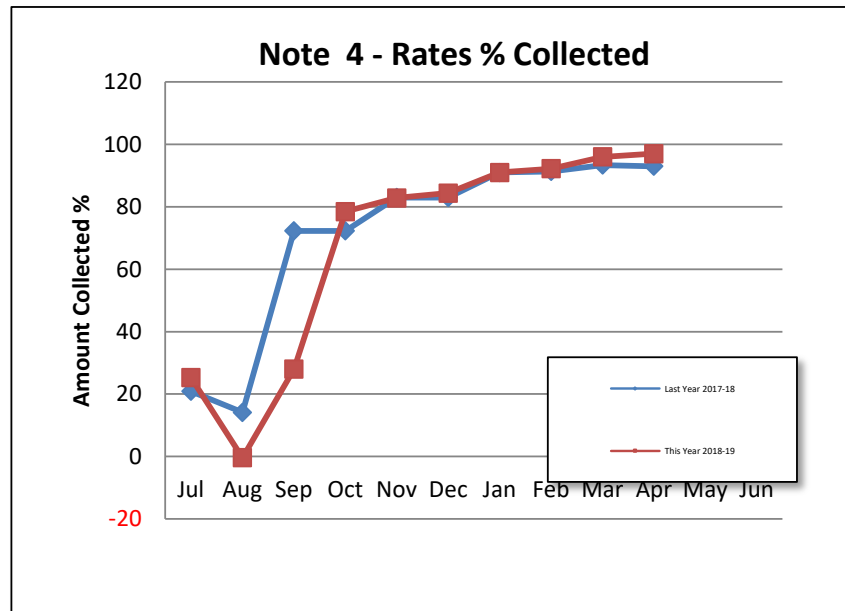
**Comments - Net Current Funding Position**

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 4: RECEIVABLES**

**Receivables - Rates, Sewerage and Rubbish**

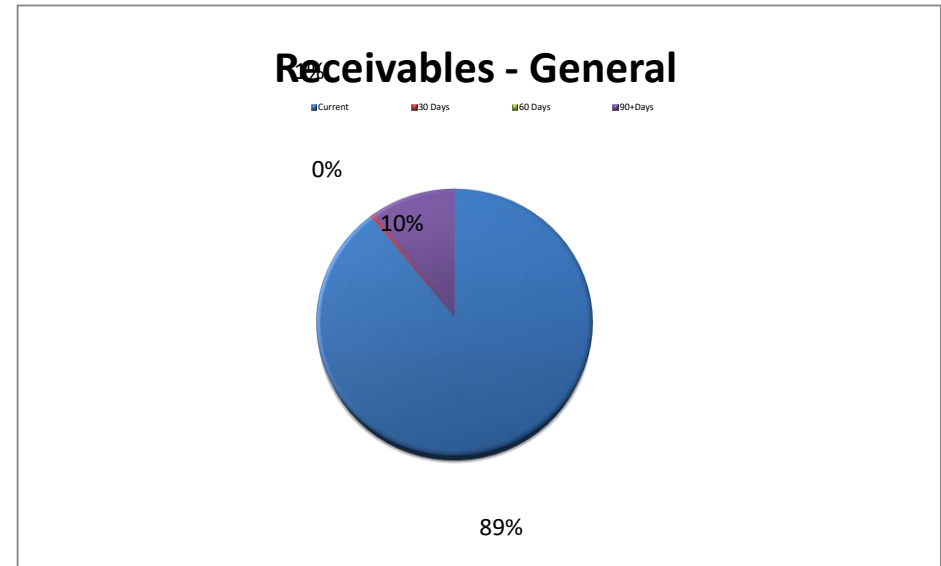
	Current 2018-19	Previous 2017-18
	\$	\$
Opening Arrears Previous Years	53,825	30,159
Rates, Sewerage & Rubbish Levied this year	2,645,503	2,245,204
Less Collections to date	(2,605,111)	(2,107,699)
<b>Equals Current Outstanding</b>	<b>94,217</b>	<b>149,844</b>
<b>Net Rates Collectable</b>	94,217	149,844
% Collected	96.51%	93.36%



Comments/Notes - Receivables Rates, Sewerage and Rubbish

Receivables - General	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
	46,657	224	0	5,397
<b>Total Outstanding</b>				<b>52,278</b>

Amounts shown above include GST (where applicable)



Comments/Notes - Receivables General

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 5: Cash Backed Reserves**

Name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Adopted Budget Transfers In (+)	Amended Budget Oct 18 OCM	Actual Transfers In (+)	Adopted Budget Transfers Out (-)	Amended Budget Sept 18, Oct 18 OCM & Nov 18 OCM	Actual Transfers Out (-)	Adopted Budget Closing Balance	Actual YTD Closing Balance
					Transfers In (+)			Transfers Out (-)			
Aldersyde Hall Reserve (Not Shire Vested Property)	25,805	619	0	0		0	0	0	0	26,424	25,805
Leave Reserve	0	542	1,359	114,700		114,700	0	0	0	115,242	116,059
Brookton Heritage/Museum Reserve	41,889	1,096	784	2,500		2,500	0	0	0	45,485	45,173
Caravan Park Reserve	128,429	3,173	2,431	10,000		10,000	0	0	0	141,602	140,860
Cemetery Reserve	22,622	561	526	10,000		10,000	0	0	0	33,183	33,148
Community Bus Reserve	72,166	1,859	1,382	7,000		7,000	0	0	0	81,025	80,548
Furniture and Equipment Reserve	78,538	2,156	1,414	0		0	0	0	0	80,694	79,952
Health & Aged Care Reserve	691,647	9,276	12,453	65,000		0	(327,000)	0	0	438,923	704,100
Land & Housing Development Reserve	1,024,906	30,673	20,910	136,389		136,389	(420,000)	0	0	771,968	1,182,205
Kweda Hall Reserve	29,497	798	561	2,500		2,500	0	(15,500)	0	17,295	32,558
Land Development Reserve	136,389	0	0	0		0	(136,389)	0	(136,389)	0	(0)
Madison Square Units Reserve	18,703	467	408	6,000		6,000	0	0	0	25,170	25,111
Municipal Buildings & Facilities Reserve	236,375	5,004	4,256	87,000		0	(74,000)	0	0	254,379	240,631
Plant and Vehicle Reserve	664,198	11,601	11,959	210,000		0	(265,000)	(7,000)	0	613,799	676,157
Railway Station Reserve	29,497	798	1,554	86,356		86,356	0	0	0	116,651	117,407
Rehabilitation & Refuse Reserve	53,610	1,920	1,700	62,000		62,000	0	0	0	117,530	117,310
Road and Bridge Infrastructure Reserve	432,174	8,689	7,782	70,000		0	(113,094)	0	0	397,769	439,956
Saddleback Building Reserve	52,782	1,294	968	1,500		1,500	0	0	0	55,576	55,250
Sewerage & Drainage Infrastructure Reserve	259,113	6,942	5,873	101,932		101,932	0	0	0	367,987	366,918
Sport & Recreation Reserve	15,663	412	400	10,000		10,000	0	0	0	26,075	26,063
Townscape and Footpath Reserve	51,707	717	931	50,000		0	(39,000)	0	0	63,424	52,638
Developer Contribution - Roads	2,635	63	47	0		0	0	0	0	2,698	2,682
Water Harvesting Reserve	42,239	860	761	1,500		0	(10,000)	(24,000)	0	10,599	43,000
Brookton Aquatic Reserve	66,841	1,966	1,914	60,000		60,000	0	0	0	128,807	128,755
Cash Contingency Reserve	97,171	2,694	2,557	60,000	16,798	76,798	0	0	0	176,663	176,526
Independent Living Units Reserve	0	633	837	145,000		145,000	(80,000)	(7,000)	0	65,633	145,837
	<b>4,274,596</b>	<b>94,813</b>	<b>83,768</b>	<b>1,299,377</b>	<b>16,798</b>	<b>832,675</b>	<b>(1,464,483)</b>	<b>(53,500)</b>	<b>(136,389)</b>	<b>4,174,601</b>	<b>5,054,650</b>

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 6: CAPITAL DISPOSALS AND ACQUISITIONS**

Original Budgeted Profit(Loss) of Asset Disposal			Disposals	Actual Profit(Loss) of Asset Disposal			
Net Book Value	Proceeds	Profit (Loss)		Net Book Value		Proceeds	Profit (Loss)
38,712	40,000	1,288	PT7 Mitsubishi Tandem Truck	\$		\$	\$
13,817	15,000	1,183	PT13 Isuzu Single Axle Truck			0	0
13,236	10,000	(3,236)	PU30 2016 Mitsubishi Triton Ute			0	0
0	0	0	PAV115 2016 Toyota Prado	38,670		41,818	3,149
0	0	0				0	0
0	0	0				0	0
0	0	0				0	0
0	0	0				0	0
0	0	0				0	0
0	0	0				0	0
0	0	0				0	0
<b>65,765</b>	<b>65,000</b>	<b>(765)</b>	<b>Totals</b>	<b>38,670</b>		<b>41,818</b>	<b>3,149</b>

Comments - Capital Disposal

Summary Acquisitions				
	Budget	Amended Budget	Actual	Variance
	\$		\$	\$
<b>Property, Plant &amp; Equipment</b>				
Land and Buildings	960,000	962,500	159,405	803,095
Plant & Equipment	357,000	405,485	111,909	293,575
Furniture & Equipment	75,000	69,000	0	69,000
<b>Infrastructure</b>				
Roadworks & Bridge Works & Footpaths	922,686	1,002,664	623,850	378,814
Parks & Gardens	0	0	0	0
Sewerage & Drainage	10,000	10,000	522	9,478
<b>Totals</b>	<b>2,324,686</b>	<b>2,449,649</b>	<b>895,686</b>	<b>1,553,963</b>

Comments - Capital Acquisitions

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 7: INFORMATION ON BORROWINGS**

Particulars	Loan Purpose	Due Date	Term (yrs)	Rate (%)	Principal 1-Jul-18	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments		
					\$	\$	Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$	
<b>Self Supporting Loans</b>													
*Loan 78 Senior Citizen's Homes	Construction of Mokinie Cottages	17/06/2024	15	6.74	104,011	-	7,176	14,595	96,834	89,416	3,571	6,767	
*Loan 79 Multifunctional Family Centre	Purchase of the Building Extension and Refurbishment of the Club House	1/08/2020	15	5.82	23,154	-	23,803	8,865	(649)	14,288	751	1,220	
*Loan 82 Country Club		15/11/2027	20	6.95	257,013	-	19,889	19,889	237,124	237,124	16,137	17,523	
<b>Governance</b>													
Loan 75 Administration	Shire Office Renovations	3/08/2026	25	6.46	51,806	-	4,745	4,745	47,061	47,061	2,063	3,271	
<b>Education &amp; Welfare</b>													
Loan 80 Kalkarni Residency	Kalkarni Residence	1/02/2026	25	5.63	80,511	-	8,220	8,220	72,291	72,291	2,820	4,419	
<b>Housing</b>													
Loan 80 Staff Housing	Staff Housing	1/02/2026	25	5.63	132,843	-	13,563	13,563	119,280	119,280	4,652	7,291	
<b>Community Amenities</b>													
Loan 80 Sewerage	Sewerage Extension	1/02/2026	25	5.63	56,358	-	5,754	5,754	50,604	50,604	1,974	3,093	
<b>Transport</b>													
Loan 80 Grader	New Grader	1/02/2026	25	5.63	132,843	-	13,563	13,563	119,280	119,280	4,652	7,291	
<b>Recreation and Culture</b>													
Loan 81 Sport & Recreation	Recreation Plan	1/11/2027	20	6.95	639,122	-	49,459	49,459	589,663	589,662	40,127	43,574	
					1,477,660	-	146,172	138,653	1,331,489	1,339,007	76,747	94,449	

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

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 8: CASH AND INVESTMENTS**

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Investments \$	Total Amount \$	Institution	Maturity Date
(a) <b>Cash Deposits</b>								
Municipal Cash at Bank - Operating Account	0.00%	10,991				10,991	Bendigo	
Municipal Cash at Bank - Cash Management Account	0.40%	1,022,659				1,022,659	Bendigo	
Municipal Cash at Bank - Independent Living Units	1.00%	210,898				210,898	Bendigo	
Trust Cash at Bank	0.00%			32,273		32,273	Bendigo	
(b) <b>Term Deposits</b>								
Reserves	2.35%		4,803,485			5,054,650	Bendigo	02/07/2019
Reserves	1.77%		251,165			251,165	WA Treasury	02/07/2019
(c) <b>Investments</b>								
Bendigo Bank Shares					10,000	10,000		
<b>Total</b>		1,244,549	5,054,650	32,273	10,000	6,592,637		

**Comments/Notes - Investments**

**Investment Management Strategy for Kalkarni Bonds**

The total bond/RAD amounts (\$3,966,708.18 ) as at 30/4/19 are invested by Baptistcare with NAB for a term of 1 month at the rate of 2.4996% with a maturity date of 19th April 2019.

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 9: BUDGET AMENDMENTS**

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

GL Account Code	Description	Council Resolution	Classification	No Change - (Non Cash Items) Adjust.	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	<b>Adopted Budget Net Asset Surplus 30 June 2018</b>			\$	\$	\$	\$
E042531	CEO Vehicle	Sept 2018 OCM	Opening Surplus(Deficit)				0
0L01621	CEO Vehicle - Transfer from Reserves	Sept 2018 OCM	Capital Expenses			7,000	(7,000)
I042498	ADMIN Sale of Assets GEN	Sept 2018 OCM	Capital Revenue		7,000		0
I042499	ADMIN Profit on Sale of Asset	Sept 2018 OCM	Capital Revenue		41,818		41,818
E042531	ADMIN Purchase CEO Vehicle GEN	Sept 2018 OCM	Operating Revenue				41,818
0L01861	Kweda Hall - Transfer from Reserves	Oct 2018 OCM	Capital Expenses			41,485	333
E111512	Kweda Hall - Kitchen Upgrade	Oct 2018 OCM	Capital Revenue		15,500		15,833
0L01921	Water Harvesting - Transfer from Reserves	Oct 2018 OCM	Capital Expenses			15,500	333
E107020	Seabrook Aboriginal Corporation - Dam Lease	Oct 2018 OCM	Capital Revenue		24,000		24,333
	GPG Grants Commission - Bridges GEN - Budget		Operating Expenses			24,000	333
I032030	Correction - Notification received, after budget adoption, of successful grant application in conjunction with MRWA to repair Aldersyde North Bridge	Oct 2018 OCM	Operating Revenue		50,025		50,358
	Bridge Construction - MRWA & WALGGC GEN - Budget						
E121572	Correction - Notification received, after budget adoption, of successful grant application in conjunction with MRWA to repair Aldersyde North Bridge	Oct 2018 OCM	Capital Expenses			50,025	333
	GPG Grants Commission - General GEN - Budget						
I032010	Correction - Notification received after budget adoption of confirmed funding for the Financial Assistance Grant amounts for the 2018/19 fin year	Oct 2018 OCM	Operating Revenue		34,778		35,111
	GPG Grants Commission - Roads GEN - Budget						
I032020	Correction - Notification received after budget adoption of confirmed funding for the Financial Assistance Grant amounts for the 2018/19 fin year	Oct 2018 OCM	Operating Revenue		347		35,458
	INFRA MRWA Direct Grant GEN - Budget Correction -						
I122010	Main Roads Direct grant 2018/19 budget was estimated on last years receipt. Received notification in October from MRWA confirming final amount.	Oct 2018 OCM	Operating Revenue		29,953		65,411
	Brookton Kweda Road - Budget Addition - Due to						
E121565	increase in Main Roads Direct grant, able to complete an additional 0.8 kms of resealing	Oct 2018 OCM	Capital Expenses			29,953	35,458
	Casual Hires Liability Insurance -Budget Deletion - LGIS						
E111010	provided cover for no charge	Oct 2018 OCM	Operating Expenses		828		36,286
	Casual Hires Liability Insurance -Budget Deletion - LGIS						
E111020	provided cover for no charge	Oct 2018 OCM	Operating Expenses		1,035		37,321
	Principal Repayment S/S loan Recoup - Budget Deletion						
I033610	Senior Citizen Loan No. 78 no long self supporting, assets transferred to shire. Inadvertantly left in the budget when adopted	Oct 2018 OCM	Capital Revenue				37,321
	General Income - Budget Addition - Budget Addition -						
I116010	17/18 Kidsport Acquittal misplaced by Dept Sport and Rec. Relodged and funds received 18/19	Oct 2018 OCM	Operating Revenue		1,120		38,441
	OTH-CULT Community Events GEN - Budget Addition -						
E115040	Regeneration Farming Forum not included in the 18/19 budget - unable to obtain sponsorship so paid from Muni Account	Oct 2018 OCM	Operating Expenses			2,815	35,626
	Sableback Medical Centre - Budget Addition - gutters &						
E073480	downpipes have rusted through and are leaking - urgent replacement required \$2,900. Electrician to remove & disconnect solar panels to gain access to area of roof leaks to enable repair \$1,000.	Oct 2018 OCM	Operating Expenses			3,900	31,726
	Transfer to Reserve - Budget Addition - Transfer excess						
0L01962	of Financial Assistance Grants, General and Roads to Cash Contingency Reserve after budget adjustments.	Oct 2018 OCM	Capital Expenses			16,798	14,928
	Mens Shed Old Bowling Building as per Council						
0L01961	Resolution 13.12.18.01	Dec 2018 OCM	Capital Revenue		7,000		21,928
	Amended 2018/2019 budget received from Baptistcare						
I085050	as original budget did not reflect the correct income and expenditure	Dec 2018 OCM	Operating Revenue		43,778		65,706
	Amended 2018/2019 budget received from Baptistcare						
E085020	as original budget did not reflect the correct income and expenditure	Dec 2018 OCM	Operating Expenses			534,252	(468,546)
	Expenditure is under the capital threshold so has been						
E042520	transferred to operating budget	Feb 2019 OCM	Capital Expenses		6,000		(462,546)
	Expenditure is under the capital threshold so has been						
E042020	transferred to operating budget	Feb 2019 OCM	Operating Expenses			6,000	(468,546)
	Wheatbelt South Regional Road Group - Chairperson						
E041030	annual Honorarium \$1,700 to be recouped from participating Shires & !00 Shire Contribution	Feb 2019 OCM	Operating Expenses		100	1,800	(470,246)
	Wheatbelt South Regional Road Group - Chairperson						
I041020	annual Honorarium - recouped from participating Shires	Feb 2019 OCM	Operating Revenue		1,700		(468,546)
	Transfer of light vehicle purchases to correct GL code.						
E143530	Expenditure allocated to Schedule 14 in adopted budget. Should be under Schedule 04	Feb 2019 OCM	Operating Expenses		60,000		(408,546)
	Transfer of light vehicle purchases to correct GL code.						
E042533	Expenditure allocated to Schedule 14 in adopted budget. Should be under Schedule 04	Feb 2019 OCM	Operating Expenses			25,000	(433,546)
	Transfer of light vehicle purchases to correct GL code.						
E042534	Expenditure allocated to Schedule 14 in adopted budget. Should be under Schedule 04	Feb 2019 OCM	Operating Expenses			35,000	(468,546)
	Incorrect figures provided for the preparation of the						
E083020	budget.	Feb 2019 OCM	Operating Expenses			19,822	(488,368)



I083040	Incorrect figures provided for the preparation of the budget.	Feb 2019 OCM	Operating Revenue	19,822		(468,546)
E111512	further works identified after demolition of old kitchen. Works not in original estimated budget	Feb 2019 OCM	Capital Expenses		2,000	(470,546)
0L01861	further works identified after demolition of old kitchen. Works not in original estimated budget	Feb 2019 OCM	Capital Revenue	2,000		(468,546)
E042010	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses		18,198	(486,744)
E071010	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses	5,137		(481,607)
E104030	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses	15,924		(465,683)
E134020	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses	5,137		(460,546)
E055010	Wages allocation shifted due to alterations of Position Descriptions	Feb 2019 OCM	Operating Expenses		8,000	(468,546)
E087020	Electricity was estimated for budget as no historical data available. Estimated is not sufficient to cover the actual costs.	Feb 2019 OCM	Operating Expenses		1,816	(470,362)
I087040	Electricity was estimated for budget as no historical data available. Estimated is not sufficient to cover the actual costs.	Feb 2019 OCM	Operating Expenses	1,816		(468,546)
E113510	expenditure to date is under the capital threshold. The general maintenance under the operational account had sufficient budget to account for expenditure.	Feb 2019 OCM	Capital Expenses	15,000		(453,546)
E122030		Feb 2019 OCM	Operating Expenses		15,000	(468,546)
E087020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		4,179	(472,725)
E102020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		1,798	(474,523)
E105030	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		196	(474,719)
E107020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		1,060	(475,779)
E112020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		392	(476,171)
E113030	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses		2,280	(478,451)
E122020	Wages allocation amended due to change in works program and job scheduling	Feb 2019 OCM	Operating Expenses	9,905		(468,546)
						(468,546)
						(468,546)
						(468,546)
						(468,546)
						(468,546)
<b>Closing Funding Surplus (Deficit)</b>				<b>0</b>	<b>399,723</b>	<b>868,269</b>
						<b>(468,546)</b>

Classifications Pick List
Operating Revenue
Operating Expenses
Capital Revenue
Capital Expenses
Budget Review
Opening Surplus(Deficit)
Non Cash Item

**Shire of Brookton**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 30 April 2019**

**Note 10: TRUST FUND**

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

Description	Opening Balance For the Period 1 July 2018	Amount Received	Amount Paid	Closing Balance For the Period Ended 30 April 2019
	\$	\$	\$	\$
Housing Bonds	1,200	0	0	<b>1,200</b>
Other Bonds	13,270	11,860	(12,220)	<b>12,910</b>
Rates Incentive Prize	200	0	(200)	<b>0</b>
Staff AFL Tipping	0	0	0	<b>0</b>
Les McMullen Sporting Grants	0	0	0	<b>0</b>
Gnulla Child Care Facility	3,073	0	0	<b>3,073</b>
Wildflower Show Funds	1,240	0	0	<b>1,240</b>
Kalkarni Resident's Accounts	0	0	0	<b>0</b>
Public Open Space Contributions	13,820	0	0	<b>13,820</b>
Developer Road Contributions	(1)	0	0	<b>(1)</b>
Unclaimed Money	30	0	0	<b>30</b>
	<b>32,833</b>	<b>11,860</b>	<b>(12,420)</b>	<b>32,273</b>

**1. Developer Road Contributions are:**

T129 Allington - Grosser Street -\$1.00 Rounding

Road Contributions are required to be transferred out of Trust into Reserve/Muni for designated purpose.

**2. Public Open Space Contribution:**

T148 - Paul Webb \$13,820

Contribution to be retained in Trust as required under the Planning and Development Act 2005.

It is to be investigated whether funds can be applied against POS projects such as the Robinson Street Development.

**3. Gnulla Child Care Facility**

This is an aged transaction. Consider transferring funds to Muni once a designated project has been identified.

**4. Housing Bond**

Bond is to either be refunded, expended or transferred to the Bonds Authority.

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**Kalkarni Aged Care Facility**  
**For the Period Ended 30 April 2019**

**Note 11: Kalkarni Aged Care Facility**

	Note	Adopted Annual Budget	Amended Budget - Nov & Dec OCM	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(b)	Var.
<b>Operating Revenue</b>		\$		\$	\$	\$	%	
Fees & Charges		787,261	787,261	656,051	740,513	84,462	12.87%	
Grants & Subsidies		3,257,080	3,257,080	2,714,233	2,598,269	(115,964)	(4.27%)	
<b>Total Revenue</b>		<b>4,044,341</b>	<b>4,044,341</b>	<b>3,370,284</b>	<b>3,338,782</b>	<b>(31,503)</b>	<b>(0.93%)</b>	
<b>Operating Expenses</b>								
Building Maintenance		0	0	0	0	0	0.00%	
Interest Expenses		(4,960)	(4,960)	(4,133)	(2,820)	1,314	(31.79%)	
Insurance Expenses		(13,772)	(13,772)	(11,477)	(13,772)	(2,295)	20.00%	
Building Maintenance		(53,370)	(53,370)	(44,475)	(7,197)	37,278	(83.82%)	
Loss on Sale of Asset		0	0	0	0	0	0.00%	
Depreciation		(100,458)	(100,458)	(83,715)	(85,299)	(1,584)	1.89%	▼
ABC Administration Expenses		(49,811)	(49,811)	(41,509)	(37,092)	4,417	(10.64%)	
Contract Expenses		(3,450,650)	(3,984,902)	(3,320,752)	(3,139,999)	180,753	(5.44%)	
<b>Total Expenses</b>		<b>(3,673,021)</b>	<b>(4,207,273)</b>	<b>(3,506,061)</b>	<b>(3,286,178)</b>	<b>219,883</b>	<b>6.27%</b>	
<b>Operating Surplus (Deficit)</b>		<b>371,320</b>	<b>(162,932)</b>	<b>(135,777)</b>	<b>52,604</b>	<b>188,380</b>	<b>139%</b>	▼
<b>Excluding Non Cash Adjustments</b>								
Add back Depreciation		100,458	100,458	83,715	85,299	1,584	1.89%	▼
Adjust (Profit)/Loss on Asset Disposal		0	0	0	0	0	0.00%	
<b>Net Operating Surplus (Deficit)</b>		<b>471,778</b>	<b>(62,474)</b>	<b>(52,062)</b>	<b>137,903</b>	<b>189,965</b>	<b>(364.88%)</b>	▼
<b>Capital Revenues</b>								
KBC Capital Income		304,936	348,714	290,595	232,755	(57,841)	(19.90%)	
Transfer from Reserves	5	327,000	327,000	0	0	0	0.00%	
<b>Total</b>		<b>631,936</b>	<b>675,714</b>	<b>290,595</b>	<b>232,755</b>	<b>(57,841)</b>	<b>(0)</b>	
<b>Capital Expenses</b>								
Land and Buildings	6	(320,000)	(320,000)	(266,667)	(90,409)	176,258	0.00%	
Plant and Equipment	6	(7,000)	(7,000)	(5,833)	0	5,833	0.00%	
Furniture and Equipment	6	0	0	0	0	0		
Repayment of Debentures	7	(8,220)	(8,220)	(6,850)	(8,220)	(1,370)	0.00%	
Transfer to Reserves	5	(74,276)	(74,276)	(61,897)	(12,453)	49,443		
<b>Total</b>		<b>(409,496)</b>	<b>(409,496)</b>	<b>(341,247)</b>	<b>(111,082)</b>	<b>230,164</b>		
<b>Net Capital</b>		<b>222,440</b>	<b>266,218</b>	<b>(50,652)</b>	<b>121,672</b>	<b>172,324</b>	<b>(340.21%)</b>	
<b>Closing Funding Surplus(Deficit)</b>		<b>694,218</b>	<b>203,744</b>	<b>(102,713)</b>	<b>259,575</b>	<b>362,288</b>		

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**WB Eva Pavilion by Nature and Type**  
**For the Period Ended 30 April 2019**

**Note 12 WB Eva Pavilion Operating Statement**

NOTE	2018/19 Adopted Budget \$	2018/19 YTD Budget \$	2018/19 YTD Actual \$	Variance YTD Budget vs YTD Actual \$
<b>REVENUES FROM ORDINARY ACTIVITIES</b>				
Hire Fees - WB Eva Pavilion	4,200	2,100	2,480	380
Sporting Club Fees	5,500	2,750	5,279	2,529
Gymnasium Income	11,060	5,530	10,694	5,164
	<b>20,760</b>	<b>10,380</b>	<b>18,454</b>	<b>8,074</b>
<b>EXPENSES FROM ORDINARY ACTIVITIES</b>				
Employee Costs	(7,740)	(6,450)	(2,269)	4,181
Materials and Contracts	(51,970)	(43,308)	(22,607)	20,701
Utilities	(4,200)	(3,500)	(1,697)	1,803
Interest Expenses	(47,917)	(39,931)	(40,127)	(197)
Insurance	(5,600)	(4,667)	(4,565)	102
General Operating Expenses	(8,443)	(7,036)	(2,702)	4,334
Gymnasium Operating	(10,350)	(8,620)	(3,195)	5,425
	<b>(125,870)</b>	<b>(104,892)</b>	<b>(73,967)</b>	<b>30,924</b>
	<b>(105,110)</b>	<b>(94,512)</b>	<b>(55,513)</b>	<b>38,998</b>
<b>NET RESULT</b>	<b>(105,110)</b>	<b>(94,512)</b>	<b>(55,513)</b>	<b>38,998</b>

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**Sewerage Programm by Nature and Type**  
**For the Period Ended 30 April 2019**

**Note 13 Sewerage Operating Statement**

NOTE	2018/19 Adopted Budget \$	2018/19 YTD Budget \$	2018/19 YTD Actual \$	Variance YTD Budget vs YTD Actual \$
<b>REVENUES FROM ORDINARY ACTIVITIES</b>				
Sewerage Connection Fees and Charges	1,590	1,590	1,180	(410)
Annual Sewerage Rates	184,575	184,575	187,489	2,914
	<b>186,165</b>	<b>186,165</b>	<b>188,669</b>	<b>2,504</b>
<b>EXPENSES FROM ORDINARY ACTIVITIES</b>				
Employee Costs	(841)	(1,433)	(2,305)	(871)
Materials and Contracts	(56,310)	(46,925)	(13,409)	33,516
Utilities	(6,950)	(5,792)	(5,715)	77
Depreciation	(53,420)	(44,517)	(33,156)	11,361
Interest Expenses	(3,472)	(2,893)	(1,974)	920
Insurance	(237)	(237)	(237)	0
General Operating Expenses	(1,012)	(1,609)	(2,498)	(889)
Allocation of Administration Expense	(34,271)	(17,136)	(754)	16,382
	<b>(156,513)</b>	<b>(120,542)</b>	<b>(60,047)</b>	<b>60,495</b>
	29,652	65,623	128,622	62,999
Add Back Depreciation	53,420	44,517	33,156	(11,361)
Non-Operating Grants, Subsidies & Contributions	-	-	-	-
Profit on Asset Disposals	-	-	-	-
Loss on Asset Disposals	-	-	-	-
Transfer to Sewerage and Drainage Reserve	101,932	101,932	101,932	-
Transfer from Sewerage and Drainage Reserve	-	-	-	-
<b>NET RESULT</b>	<b>185,004</b>	<b>212,072</b>	<b>263,710</b>	<b>51,638</b>

The Shire's Asset Management Plan (adopted at the 2016 August OCM) details required renewal expenditure of \$1.482m over the ten year period 2016 - 2027. The Shire's Long Term Financial Plan includes the following planned renewal expenditure:

2016/17 - 47,680  
2017/18 - 100,000  
2018/19 - 100,000  
2019/20 - 100,000  
2020/21 - 100,000  
2021/22 - 100,000  
2022/23 - 100,000  
2023/24 - 100,000  
2024/25 - 100,000  
2025/26 - 150,000  
2026/27 - 400,000

**Total - 1,397,680 or approx. \$140k per annum**

The Sewerage Scheme should be self funding, that is, the capital replacement cost should be amortised over the life of the infrastructure, and funded from the annual sewerage rates. Council should consider a charging model that provides for an annual transfer to the Sewer Reserve, which is equivalent to the required annual renewal expenditure i.e. \$148k per annum. As a minimum, revenue from the Scheme should cover all operating expenditure including depreciation, meaning a minimum transfer to Reserve of \$88k.

**Shire of Brookton**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**Brookton Caravan Park and Brookton Acquatic Centre**  
**For the Period Ended 30 April 2019**

Note	Adopted Annual Budget 2017/18	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a) 9	Var. % (b)-(a)/(b) 9
<b>Note 14 (a): Brookton Caravan Park</b>	\$		\$	\$	\$	%
<b>Operating Revenue</b>						
Caravan Park Fees	40,000	40,000	33,333	30,205	(3,129)	(9.39%)
<b>Total Revenue</b>	<b>40,000</b>	<b>40,000</b>	<b>33,333</b>	<b>30,205</b>	<b>(3,129)</b>	<b>(9.39%)</b>
<b>Operating Expenses</b>						
Brookton Caravan Park	(28,561)	(28,561)	(23,801)	(22,583)	1,218	0.00%
Caravan Park Depreciation	(1,029)	(1,029)	(858)	(869)	(11)	1.31%
Caravan Park Abc Administration Expenses	(36,765)	(36,765)	(30,638)	(27,378)	3,260	0.00%
<b>Total</b>	<b>(66,355)</b>	<b>(66,355)</b>	<b>(55,296)</b>	<b>(50,829)</b>	<b>4,466</b>	<b>8.08%</b>
<b>Operating Surplus (Deficit)</b>	<b>(26,355)</b>	<b>(26,355)</b>	<b>(21,963)</b>	<b>(20,625)</b>	<b>1,338</b>	<b>6%</b>
<b>Excluding Non Cash Adjustments</b>						
Add back Depreciation	1,029	1,029	858	869	11	1.31%
<b>Net Operating Surplus (Deficit)</b>	<b>(25,326)</b>	<b>(25,326)</b>	<b>(21,105)</b>	<b>(19,756)</b>	<b>1,349</b>	<b>(6.39%)</b>
<b>Note 14 (b): Brookton Acquatic Centre</b>						
<b>Operating Revenue</b>						
POOL FEES & CHARGES	10,500	10,500	5,250	10,258	5,008	0.00%
POOL GRANTS & SUBSIDIES	0	0	0	0	0	0.00%
<b>Total Revenue</b>	<b>10,500</b>	<b>10,500</b>	<b>5,250</b>	<b>10,258</b>	<b>5,008</b>	<b>0</b>
<b>Operating Expenses</b>						
POOL EMPLOYEE COSTS	0	0	0	0	0	#DIV/0!
POOL GENERAL OPERATING EXPENSES	(96,298)	(96,690)	(80,575)	(90,244)	(9,669)	12.00%
POOL BUILDING MAINTENANCE	(24,493)	(24,493)	(20,411)	(15,244)	5,167	(25.32%)
POOL Depreciation	(11,683)	(11,683)	(9,736)	(9,866)	(130)	1.34%
POOL Abc Administration Expenses	(28,492)	(28,492)	(23,743)	(21,217)	2,526	(10.64%)
<b>Total</b>	<b>(160,966)</b>	<b>(161,358)</b>	<b>(134,465)</b>	<b>(136,570)</b>	<b>(2,105)</b>	<b>(1.57%)</b>
<b>Operating Surplus (Deficit)</b>	<b>(150,466)</b>	<b>(150,858)</b>	<b>(129,215)</b>	<b>(126,312)</b>	<b>2,903</b>	<b>0%</b>
<b>Excluding Non Cash Adjustments</b>						
Add back Depreciation	11,683	11,683	9,736	9,866	130	0.00%
<b>Net Operating Surplus (Deficit)</b>	<b>(138,783)</b>	<b>(139,175)</b>	<b>(119,479)</b>	<b>(116,446)</b>	<b>3,033</b>	<b>0%</b>

**Shire of Brookton  
STATEMENT OF FINANCIAL ACTIVITY  
Road Program  
For the Period Ended 30 April 2019**

**Note 15**

Description	Adopted Annual Budget	Amended Budget	YTD Actual	% Completed	Federal Funding		State Funding				Own Source Funding			
					R2R	Other	RRG	RRG Carryover	Direct Grant	FAGS	Reserve	Contributions	Muni	
Town Street Maintenance	\$ 187,201	\$ 187,201	\$ 155,042	83%	\$	\$	\$	\$	\$ 77,855	\$	\$	\$	\$	\$ 109,346
Rural Road Maintenance	501,892	491,987	271,182	55%						158,505				343,387
Bridge Maintenance	27,944	42,944	28,861	67%										27,944
<b>R2R Work Schedule</b>														
Brookton - Kweda Road	30,386	30,386	38,123	125%	30,386									0
<b>Other Construction</b>														
Brookton - Kweda Road	6,014	35,967	0	0%										35,967
King Street	103,824	103,824	74,601	72%							103,824			0
Reynolds Street	9,280	9,280	16,046	173%							9,280			0
Boyagarra Road	154,273	154,273	0	0%										154,273
Noack Street	89,189	89,189	34,078	38%										89,189
<b>RRG Approved Projects</b>														
York - Williams Road	490,720	490,720	460,872	94%			490,720							0
	<b>1,600,723</b>	<b>1,635,771</b>	<b>1,078,806</b>	<b>67%</b>	<b>30,386</b>	<b>0</b>	<b>490,720</b>	<b>0</b>	<b>77,855</b>	<b>158,505</b>	<b>113,104</b>	<b>0</b>	<b>0</b>	<b>760,106</b>

**Shire of Brookton  
STATEMENT OF FINANCIAL ACTIVITY  
Capital Works Program  
For the Period Ended 30 April 2019**

**Note 16**

Description	Adopted Annual Budget	Amended Budget	YTD Actual	% Completed	Capital Funding				
					Muni	Grants	Reserves	Sale of Assets	Total Funding
	\$	\$	\$		\$	\$	\$	\$	\$
Admin Replacement Airconditioner Units Ceo & Dceo Office	8,000	8,000	3,844	48%	8,000				8,000
Admin Reception Remodel	20,000	20,000	0	0%	20,000				20,000
Kalkarni Capital Works	320,000	320,000	90,409	28%			320,000		320,000
Inde Reroofing Of White St Units	80,000	80,000	0	0%			80,000		80,000
New staff house - Kurnong Estate	420,000	420,000	0	0%			420,000		420,000
Cemetery New Niche Wall And Shelter	23,000	23,000	3,875	17%	23,000				23,000
Multipurpose Courts Drainage And Remarking	15,000	0	0	0%	15,000				15,000
Playground Oval Area	36,000	36,000	11,852	33%			36,000		36,000
Wb Eva Pavilion Refurbishment	38,000	38,000	46,928	123%			38,000		38,000
Kweda Hall Kitchen Improvements	0	17,500	2,498	14%			15,500		15,500
Admin Officer Furniture	6,000	0	0	0%	6,000				6,000
Admin Synergy Records Module	22,000	22,000	0	0%	22,000				22,000
Admin Server Upgrade	40,000	40,000	0	0%	40,000				40,000
Additional table and chairs	7,000	7,000	0	0%	7,000				7,000
Skope Double Door Fridge	7,000	7,000	8,289	118%	7,000				7,000
Light Vehicles and Trucks	350,000	290,000	290	0%	85,000		265,000		350,000
#NAME?	0	48,485	48,485	100%			7,000	41,485	48,485
#NAME?	0	25,000	20,801		20,801				20,801
#NAME?	0	35,000	34,045		34,042				34,042
York-Williams Road	490,720	490,720	460,872	94%		490,720			490,720
Corberding Road	0	0	129						0
Brookton-Kweda Road	30,386	30,386	38,123	125%		30,386			30,386
Noack Street	89,189	89,189	34,078	38%	89,189				89,189
Brookton-Kweda Road	6,014	35,967	0	0%	6,014	29,953			35,967
King Street	103,824	103,824	74,601	72%			103,824		103,824
Reynolds Street	9,280	9,280	16,046	173%			9,280		9,280
Boyagarra Road	154,273	154,273	0	0%	154,273				154,273
Bridge Works	0	50,025	0	0%		50,025			50,025
Robinson Rd FP Upgrades and Memorial Park FP	39,000	39,000	0	0%			39,000		39,000
Happy Valley Bore Field	10,000	10,000	522	5%			10,000		10,000
	<b>2,324,686</b>	<b>2,449,649</b>	<b>895,686</b>	<b>39%</b>	<b>537,319</b>	<b>601,084</b>	<b>1,343,604</b>	<b>41,485</b>	<b>2,523,492</b>



**Note 17**

**STATEMENT OF FINANCIAL ACTIVITY  
Grants, Subsidies and Contributions Register  
For the Period Ended 30 April 2019**

Funding Provider	Project	Operating/Non-Operating	Adopted Annual Budget	Amended Budget OCM	Amount Applied For	Amount Approved	Amount Invoiced/Received	% Received
			\$	\$	\$	\$	\$	
Federal Government	KBC Grants & Subsidies	Subsidy	(3,257,080)	(3,257,080)	Recurrent	(3,257,080)	(2,598,269)	80%
Department of Water	ENVIR Gants & Subsidies	Subsidy	-			-	-	0%
Main Roads WA	Regional Road Group	Non Operating	(490,720)	(490,720)		(490,720)	(130,604)	27%
Federal Government	Roads to Recovery	Non Operating	(30,386)	(30,386)		(30,386)	(30,386)	100%
WA Grants Commission	GPG Grants Commission - General	Operating	(291,210)	(325,988)	Recurrent	(325,988)	(562,291)	172%
WA Grants Commission	GPG Grants Commission - Roads	Operating	(158,158)	(158,505)	Recurrent	(158,158)	(305,677)	193%
WA Grants Commission	GPG Grants Commission - Bridges	Operating	-	(50,025)		(50,025)	(37,519)	75%
DFES	ESL Grant - Emergency Services Levy - Operating	Operating	(16,100)	(16,100)	Recurrent	(16,100)	(16,100)	100%
Main Roads WA	Direct Grant	Operating	(47,902)	(77,855)	Recurrent	(77,855)	(77,855)	100%
			<b>(4,291,556)</b>	<b>(4,406,659)</b>		<b>(4,406,312)</b>	<b>(3,758,700)</b>	<b>85%</b>

**15.05.19 GOVERNANCE**

**15.05.19.01 ANNUAL REVIEW – SHIRE OF BROOKTON DELEGATION REGISTER**

<b>File No:</b>	N/A
<b>Date of Meeting:</b>	16/05/2019
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Ian D’Arcy - CEO
<b>Authorising Officer:</b>	Ian D’Arcy - CEO
<b>Declaration of Interest:</b>	The author has an interest in this item as recipient of delegated authority
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Reports:</b>	17/05/2018 – Annual Review 17/01/2019 – Period Review

**Summary of Item:**

The Council is obligated to review its Delegation Register annually. Accordingly, this report seeks Council adoption of this document without change since a period review was conducted on 1<sup>st</sup> January 2019.

**Description of Proposal:**

This item serves as a holistic annual review of Council’s delegations of authority as required by legislation.

**Background:**

Western Australian Local Governments are empowered under various pieces State Government legislation to perform certain duties and exercise certain powers. This includes the Chief Executive Officer (CEO) and other officers of Local Governments to perform certain duties, but often the legislation (particularly the *Local Government Act, 1995*) defaults to the Local Government Council to perform the specific function or task.

With this acknowledged, the *Local Government Act, 1995* generally affords Council the ability to delegate some of its powers and duties to the CEO or to a Committee of Council in order to expedite the effective operations and implementation of the Shire’s functions under an array of legislation, as prescribed. However, a requirement of Council delegating its authority is that a ‘Register of Delegations’ needs to be maintained and reviewed annually by Council.

Therefore, the purpose of this report is complete the review of delegated authority to the CEO and Committees of Council to satisfy the provisions of the *Local Government Act 1995*.

A copy of the existing Delegations Register dated January 2019 is provided at **Attachment 15.05.19.01**.

There are no new delegations or amendments being sought and recommended at this stage. Rather, this report is to validate compliance of the Annual Review as required by the legislation.

**Consultation:**

There has not been any consultation on this matter.

**Statutory Environment:**

Council is empowered pursuant to Sections 5.16 and 5.42 of the *Local Government Act 1995* to delegate many of its roles and responsibilities. The Act also allows the Chief Executive Officer to sub-delegate any

of his/her powers to another employee with the sub-delegations to be in writing. Additionally, the Chief Executive Officer may under the *Local Government Act 1995* place conditions on any sub-delegation passed onto another Shire employee.

Further, Section 5.46(2) of the *Local Government Act, 1995* states the Council must review its Delegation Register annually. However, if no amendments are made to the existing register a vote by **simple majority** can apply.

Conversely, Section 5.42 (1) details that any decision to amend or revoke a delegation by a Local Government is to be by an **absolute majority**.

**Relevant Plans and Policy:**

There are no plans or policies applicable to this proposal.

**Financial Implications:**

There is no impost on the Shire's finances in relation to this matter.

**Risk Assessment:**

There is a risk that Council in not reviewing its delegations as required by legislation will be deemed to be in breach of the *Local Government Act, 1995*.

Further, without an appropriate level of delegation and sub-delegation, the organisation will find it difficult to operate in an effective and efficient manner.

**Community & Strategic Objectives:**

This proposal relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – May 2018, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.

Specifically, review of the Delegations Register aligns to:

*Function 1 - Governance*

*Action 1.2 – Review Delegation Register*

**Comment**

As Council will appreciate, the grant of delegation is to assist in streamlining the 'day to day' business of the organisation as opposed to waiting on Council meetings to be convened, and multiple reports having to be written. However, it is important the level of delegation does not extend beyond:

- The level of permissibility and empowerment afforded under Section 5.42 of the *Local Government Act, 1995*;
- The Council losing (or perceived to be losing) control of its responsibilities under applied legislation with a formed view by some people that the CEO, in particular, is performing the role of Council in its entirety.

It is also pertinent that such delegations to staff are reported back to Council to ensure the grant of delegated authority is not misused and abused in any way. Should Council be of the view that delegation has been extended too far, it may at any time amend or remove the delegation to the CEO or another officer.

With this in mind, it is recommended Council adopt the current Delegation Register (including sub-delegations) as presented in ***Attachment 15.05.19.01***.

**OFFICER'S RECOMMENDATION**

***That Council in accordance with Section 5.46(2) of the Local Government Act, 1995 adopt the Shire of Brookton Delegation Register – May 2019, as presented in Attachment 15.05.19.01 to this report.***

(Simple majority vote required)

***Attachments presented under separate cover***

***Attachment 15.05.19.01 – Delegation Register***

## 15.05.19.02 APPOINTMENT OF AUTHORISED PERSON – MUNICIPAL RANGER

<b>File No:</b>	ADM 0582
<b>Date of Meeting:</b>	16/05/2019
<b>Location/Address:</b>	N/A
<b>Name of Applicant:</b>	N/A
<b>Name of Owner:</b>	N/A
<b>Author/s:</b>	Ian D'Arcy - CEO
<b>Authorising Officer:</b>	As above
<b>Declaration of Interest:</b>	The author has no interest in this matter other than being responsible for the contractual arrangement with WA Contract Ranger Services
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Report:</b>	N/A

### Summary of Item:

This Report addresses the need for an officer of WA Contract Ranger Services, Mr Chris Cockburn, to be appointed as an Authorised Person under various legislation applicable to the function and jurisdiction of the Shire of Brookton.

Mr Cockburn has experience as a Municipal Ranger having worked for a number of Local Governments on permanent staff or contract, including the Cities of Armidale, Perth, Cockburn and Belmont, and Town of Bassendean.

The report also seeks to remove current authorisations granted to Ms Jodie Taylor as a Municipal Ranger, as Ms Taylor has left the employment of WA Contract Ranger Services.

### Description of Proposal:

As above.

### Background:

It is a statutory requirement for the Shire's Contract Officers to be duly authorised to exercise powers in accordance with relevant legislation, and therefore need Council authorization and appointment to do so. Without an official appointment, the Council cannot enable its legislative functions (particularly in the area of Ranger Services) to be delivered in a lawful manner.

Accordingly, with the employment of a new Ranger by WA Contract Ranger Services and recent departure of another, there is a need for Council to consider this report and grant authorisation to Mr Cockburn while removing authority to Ms Taylor.

### Consultation:

Consultation has not been entertained in relation to this matter.

### Statutory Environment:

The authorisations will enable Mr Cockburn when working on behalf of the Shire to administer law enforcement under a range of legislation, including:

- Shire of Brookton Local laws (various)
- *Dog Act 1976*
- *Cat Act 2011*
- *Litter Act 1978*

- *Control of Vehicle (Off Road Areas) 1978*
- *Animal Welfare Act 2002*
- *Caravan and Camping Grounds Act 1995*
- *Dogs (Restricted Breeds) Regulations 2002*
- *Local Government Act (Miscellaneous Provisions) Act 1960*
- *Local Government Act 1995*
- *Road Traffic Act 1974*
- *Bushfires Act 1954*

and subsidiary legislation/regulations.

**Relevant Plans and Policy:**

Nil.

**Financial Implications:**

Nil.

**Risk Assessment:**

Without appropriate authorisation the Mr Cockburn cannot effectively and lawfully perform his duties, placing the Local Government at risk of breaching its statutory responsibilities.

**Community & Strategic Objectives:**

This proposal relates to delivery of core business and services for the BROOKTON Community, and accordingly is listed in the Council Corporate Compendium May 2018, as follows:

7 *Ranger Services*

7.2 *Conduct firebreak inspections*

7.3 *Perform animal control and management*

**Comment**

It is considered an imperative that authorizations be granted to enable the WA Contract Ranger Services Officers to administer law enforcement under the various pieces of legislation as listed in the Statutory Section of this report.

Further, it is a requirement for Council to remove a person's authority when they no longer perform a function for the Shire.

**OFFICER'S RECOMMENDATION**

***That Council:***

1. ***Endorse WA Contract Ranger Services employee Mr Chris Cockburn as an authorised officer within the Shire of Brookton to effect the relevant provisions of the following legislation:***
  - ***Road Traffic Act 1974 (Road Traffic Code 2000) – Part 12***
  - ***Cat Act 2011 and Regulations***
  - ***Dog Act 1976 and Regulations***
  - ***Litter Act 1979 and Regulations***
  - ***Animal Welfare Act 2002***
  - ***Control of Vehicle (Off Road Areas) 1978 and Regulations***
  - ***Caravan and Camping Grounds Act 1995 and Regulations***

- ***Dogs (Restricted Breeds) Regulations 2002***
  - ***Local Government Act 1995 and Regulations***
  - ***Local Government (Parking for Disabled Persons) Regulations 1988***
  - ***Local Government (Miscellaneous Portions) Act 1960***
  - ***Shire of Brookton Local Laws (various)***
  - ***Bushfires Act 1954***
2. ***Proceed to publish a notice in the local newspaper for this authorisation to take effect from the Monday 27<sup>th</sup> May 2019.***
  3. ***Remove all authorisations previously granted to Ms Jodie Taylor who is no longer employed as a municipal ranger with WA Contract Ranger Services.***

(Simple majority vote required)

**15.05.19.03 WHEATBELT SECONDARY FREIGHT NETWORK – REALLOCATION OF FUNDING CONTRIBUTION**

<b>File No:</b>	ADM 0219
<b>Date of Meeting:</b>	16/05/2019
<b>Location/Address:</b>	Various Roads – Wheatbelt Regions North and South
<b>Name of Applicant:</b>	Wheatbelt Regional Road Groups North and South
<b>Name of Owner:</b>	Wheatbelt Regional Road Groups North and South
<b>Author/s:</b>	Ian D’Arcy – Chief Executive Officer
<b>Authorising Officer:</b>	As above
<b>Declaration of Interest:</b>	The author has no interest in this matter
<b>Voting Requirements:</b>	Simple Majority
<b>Previous Reports:</b>	17/08/18

**Summary of Item:**

This item is for Council to consider support for the Wheatbelt Secondary Freight Network (WSFN) project by reallocation of funds from Building Better Regions fund co-contribution to role of Lead Consultant Project Management in support of successful Regional Economic Development grant of \$70m for stage 1 of the project.

**Description of Proposal:**

Broadly, the Wheatbelt Secondary Freight Routes Project seeks to establish a common Restricted Access Vehicle (RAV) road standard across municipal boundaries to aid in the safe and efficient movement of freight.

The proposed Secondary Freight Network comprises 4,400km of Local Government managed roads that connect with State and National highways to provide access for heavy vehicles into the region. These roads are intended to enable large, high productivity trucks safe and cost effective access to business.

**Background:**

The project is being driven by local government authorities with a Working Group established consisting of representatives from the following organisations:

- Wheatbelt North Regional Road Group (WN RRG)
- Wheatbelt South Regional Road Group (WS RRG)
- WA Local Government Association (WALGA)
- Regional Development Australia - Wheatbelt (RDA-W)
- Main Roads WA-Wheatbelt Region (MRWA-WR)
- Wheatbelt Development Commission (WDC)

Over the last 2 years, 42 Local Government authorities across the region have collaborated to identify priority routes and have also participated in a technical data collection process, preparation of a pre-feasibility business case and a cost benefit analysis of the planning process.

The in-kind investment by the respective local governments to date is estimated to be in excess of \$750,000. The process has been recognized as an excellent example of a large number of local governments working together on a common strategic regional priority. The key undertakings of the project so far have been:

1. Identification of nominated WSFN roads based upon a simple criteria developed by RRG.
2. Determination of basic project framework and minimum design standards.



3. Road condition assessment against minimum design standards.
4. High level scope of works and order of magnitude costs for upgrades required.
5. A summary of data collection and assessment across the 42 local of governments is:

	<b>Route Length (km)</b>	<b>Proposed Works (km)</b>	<b>Proposed Length (%)</b>	<b>Indicative Costs (\$)</b>
<b>TOTAL</b>	4,337	2,851	66	\$ 493,000,000

The initial approach was to assist the Working Group for this project to work towards an Infrastructure Australia Stage 3/4 submission for inclusion of the WSFN project on the Infrastructure Australia Infrastructure Priority List (IPL).

In long term goal the funding support, as reflected in the table above, is to deliver an estimated \$500 million capital works program over 10 - 20 year timeframe to bring the network up to a fit for purpose standard for current and anticipated future needs. The Group is working towards submitting an IA Stage 4 Business Case submission for the WSFR using a portion of the funds) currently approved, which equates to \$5M or 1% of the estimated capital investment.

The following provides an outline of the proposed budget and funding applications that were submitted to assist with the development and planning stages the WSFN project.

<b>Stages</b>	<b>Budget and Funding Sources</b>
<b>Stage 1 – Strategic Planning</b>	<b>\$1,000,000</b>
<ul style="list-style-type: none"> <li>▪ Design Criteria and Objectives</li> <li>▪ Options Assessment</li> <li>▪ Collated Data Review</li> <li>▪ Multiple Criteria Assessment</li> <li>▪ Staging Plan</li> </ul>	<ul style="list-style-type: none"> <li>▪ BBRF (\$750K)</li> <li>▪ LGA co-contribution (\$250K)</li> </ul>
<b>Stage 2 – Detailed Planning</b>	<b>\$3,600,000</b>
<ul style="list-style-type: none"> <li>▪ Concept Design Investigations</li> <li>▪ Preliminary Design Investigations</li> </ul>	<ul style="list-style-type: none"> <li>▪ Commodity Route (\$1M)</li> <li>▪ LGA in-kind</li> </ul>
<b>Stage 3 – IA Stage 3/4 Submission</b>	<b>\$400,000</b>
<ul style="list-style-type: none"> <li>▪ Project Management</li> <li>▪ Governance Plan</li> <li>▪ Business Case Development</li> </ul>	<ul style="list-style-type: none"> <li>▪ REDS (\$100K)</li> <li>▪ LGA in-kind</li> </ul>
	<b>\$5,000,000</b>

Overall, a number of funding submissions have been lodged for this project summarized as follows:

### 1. Building Better Regions Fund (BBRF) Submission

The Building Better Regions Fund (BBRF) submission is only intended to contribute towards funding activities associated with Stage 1 – Strategic Planning at an estimated budget of \$1M.

Funding and the associated BBRF application can be summarised as follows:

- Budget
  - Total Cash \$1M
- Funding
  - BBRF \$750K

- LGA cash co-contribution \$250K.

This strategic planning work will inform the strategic allocation of road capital works funding provided to LGAs in the region, the economically optimal sequence for developing the network and ensure that roads are designed and constructed to an optimal standard from a 'whole-of-life' asset management perspective. The detailed planning exercise is expected to achieve a net benefit in the order of \$20 million based solely on the benefits gained from freight route prioritisation.

## **2. Commodity Freight Roads Fund (CFRF) Submission**

The Commodity Freight Roads Fund submission is intended to contribute towards funding of activities associated with Stage 2 – Detailed Planning. This will specifically entail \$1M for consultants to undertake Preliminary Design Investigations. The remainder of Stage 2 is intended to be undertaken via in-kind by local governments and other funding sources currently being investigated, should they become available.

## **3. Regional Economic Development (RED) Grant**

The Regional Economic Development (RED) Grants submission is intended to contribute towards funding activities associated with Stage 3 – IA Stage 3/4 Submission. This will specifically entail \$100K for a Lead Consultant to undertake project management. The remainder of Stage 3 is intended to be undertaken via in-kind by local governments and other funding sources being investigated should they become available.

## **4. Major Project Business Case Fund (MPBCF) Initiative**

The Australian Government is investing \$100 billion over 10 years from 2019–20 through its rolling infrastructure plan to help manage our growing population, meet our national freight challenge and get Australians home sooner and safer. This includes \$250 million allocated to the Major Project Business Case Fund (MPBCF) initiative. Projects with clear strategic merit that has:

- Engagement in the project planning stage
- View of future priorities
- Ready to invest to enable economic activity
- Address nationally significant deficits in the transport system
- Drive economic productivity growth and livability in cities and regions through transport infrastructure investment

The WSFR Working Group sees the \$5M sought for the Stage 4 IA submission for this regionally significant project as an ideal candidate for the MPBCF.

## **5. Roads of Strategic Importance (ROSI) Initiative**

The Australian Government will invest \$4.5 billion, including \$1 billion of additional funding committed in the 2019-20 Budget, to the Roads of Strategic Importance (ROSI) initiative to help connect regional businesses to local and international markets, and better connect regional communities. ROSI has the following principles:

- Key freight corridors that connect primary agricultural areas and mining resource regions to ports and other transport hubs.
- Support communities along the corridors and provide better access for tourists and other road users

- Characterised by narrow sections of road, low capacity bridges and deteriorating pavements,
- Constrains the productivity and efficiency of freight movements.
- Catalyse economic activity and improve access to communities and tourist attractions.

From an estimated total of \$500,000,000 in funding the Working Group sought \$125,000,000 over the next 3 years for the delivery of the first stage of capital works.

The Working Group put in separate funding submissions for each of the abovementioned funding sources for the various stages of the project. The project has been successful in obtaining funding from the following sources:

- ROSI initiative funding
  - Stage 1 Priority Works – Wheatbelt Secondary Freight Network.
  - The Australian Government has committed \$70 million towards the project.  
“Upgrades will be prioritised based on linkages to state and national roads and highways and the rail network. Consideration will also be given to links to six ports and two livestock centres, as well as regional and metro grain receival sites, accessed by the producers of the Wheatbelt region.

Benefits of the project include:

- improve road safety
- improve freight efficiency, connectivity and travel time
- ensure consistent Restricted Access Vehicles (RAVs) ratings across the network, which will provide improved access for agricultural and mining regions to transport hubs”

- RED Grants (Supported by the WA State Government’s Royalties for Regions Program)
  - Lead Consultant Project Coordinator – Wheatbelt Secondary Freight Network.
  - \$100,000.  
“The Lead Consultant will form part of the Project Management Team and work with the member organisation Working Group.  
The Lead Consultant - Project Management is an integral key to successful project delivery. The complexity and scale of this project is significant and well beyond the technical and financial capabilities of the Wheatbelt shires on an individual basis. Engaging a Lead Consultant – Project Management with the skills and expertise required to work with all technical consultants and the PMT will ensure a cohesive collaborative environment is established for optimum outputs.

The project is planned to be managed via oversight from the WSFR Steering Committee with a nominated Project Manager and the Project Management Team (PMT) representing the WSFR.

Lead Consultant – Project Management will direct the work of the external technical consultants and will be the main contact for communication between the Project Management Team and external consultants.

The WSFN Project will require the specialised skills of a range of external technical consultants. Key areas of technical expertise identified for the project are:

- Civil Design
- Surveying
- Environmental
- Economic Assessment”

**Statutory Environment:**

At this stage there is no statutory requirements applicable to this matter, other than forecasting an allocation of contribution funding in the draft 2019/20 budget.

**Relevant Plans and Policy:**

Whilst there are no known policy implications in relation to this item, identification of collector roads/routes in the Shire will enable Council to progress to the preparation of a policy along with a roads hierarchy upon completion of this stage of the project.

**Financial Implications:**

Previously 42 local governments were asked to financially contribute to the WSFN project via a budget allocation of \$6,000 which was proposed to be part of a co-contribution towards BBRF. With the unsuccessful BBRF bid, it is proposed that the \$6,000 in financial contributions from each of the 42 local governments totaling \$252,000 be allocated to combine with the RED funding of \$100,000 to become project management pool of approximately \$350,000. This would contribute towards the overall project management requirements associated with the delivery of Stage 1 Priority Works over the course of an estimated 3 year delivery timeframe. Funding would contribute towards the following nominal requirements:

- Project Coordinator
  - Nominal \$60,000 per annum (\$180,000 across 3 years)
- Project Administration and Communications Officer.
  - Nominal \$20,000 per annum (\$60,000 across 3 years)
- Technical Consultancy Resources
  - Nominal \$100,000.

Therefore, Council is being requested to allocate the \$6,000 previously pledged for this project in the 2019/20 budget as a contribution towards project management for WSFN project.

**Risk Assessment:**

There is no specific risk in re-allocating the already assigned funding.

**Community & Strategic Objectives:**

This proposal relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – May 2018, duly appended to the Next Generation BROOKTON Corporate Business Plan <2021.

Specifically, the Secondary Freight Routes Project aligns to:

*Function 1 Governance*

*Action 1.13 – Support regional relations and attend meetings*

*Function 9 Asset Management*

*Action 9.19 – Review Asset Management Plan – Rural Road Network Condition Assessment and Capital Works Program (incl. RAV rating)*

**Comment**

To date Council has demonstrated a commitment to this project that has involved a resolution of such at its April 2017, and the allocation of the \$6,000 as a small contribution towards funding applications for this project.

With the Council's \$6,000 contribution having been previously pledged to the WSNF project, and the success by the Working Group in securing the \$70M in Commonwealth funding for Stage 1 and \$100,000 from the State Government for project management, it is reasonable that all 42 local governments continue to demonstrate their commitment to the project by re-allocating their current financial contribution.

**OFFICER'S RECOMMENDATION**

***That Council:***

- 1. Continue to support the strategic intent of the Wheatbelt Secondary Freight Network Project;***
- 2. Endorse the allocation of \$6,000 previously pledged, to the draft 2019/20 budget to co-fund the project management of the Wheatbelt Secondary Freight Network in combination with the WA State Government's \$100,000 of Regional Economic Development Grant funding, as part of the delivery of its Stage 1 Priority Works; and***
- 3. Authorise the Chief Executive Officer to prepare and sign a letter of support that details the Council's intent (as per point 2. above) to be sent to the chair of the Wheatbelt Secondary Freight Network Working Group.***

(Simple majority vote required)

**16.05.19 ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

**17.05.19 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING**

**18.05.19 CONFIDENTIAL REPORTS**

Nil

**19.05.19 NEXT MEETING & CLOSURE**

The next ordinary meeting of the Council will be held on Thursday 20 June 2019 commencing at 5.00 pm.