



*Mukinbudin - Classic, Dry, Red*

## **Shire of Mukinbudin**

### **Ordinary Council Meeting**

# **AGENDA**

**TO BE HELD IN THE COUNCIL CHAMBERS AT  
15 MADDOCK STREET, MUKINBUDIN  
COMMENCING AT 1.00pm WEDNESDAY 20<sup>th</sup> SEPTEMBER 2017**

**Dirk Sellenger  
CHIEF EXECUTIVE OFFICER**

**\*\*\*\* DISCLAIMER \*\*\*\***

No responsibility whatsoever is implied or accepted by the Shire of Mukinbudin for any act, omission or statement or intimation occurring during Council or Committee meetings. The Shire of Mukinbudin disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings. Any person or legal entity who acts or fails to act in reliance upon any statement, act or omission made in a Council or Committee meeting does so at that person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or intimation of approval made by a member or officer of the Shire of Mukinbudin during the course of any meeting is not intended to be and is not to be taken as notice of approval from the Shire of Mukinbudin. The Shire of Mukinbudin warns that anyone who has any application lodged with the Shire of Mukinbudin must obtain and should only rely on written confirmation of the outcome of the application, and any conditions attaching to the decision made by the Shire of Mukinbudin in respect of the application.

**ETHICAL DECISION MAKING AND CONFLICTS OF INTEREST**

Council is committed to a code of conduct and all decisions are based on an honest assessment of the issue, ethical decision-making and personal integrity. Councillors and staff adhere to the statutory requirements to declare financial, proximity and impartiality interests and once declared follow the legislation as required.

Dirk Sellenger  
**CHIEF EXECUTIVE OFFICER**

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8.1 Nil

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9.1 Nil

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10.1 Nil

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11.1 See attached list

**12. Closure of Meeting**

12.1 Closure of Meeting

## **AGENDA**

Agenda of the Ordinary Meeting of Council to be held in Council Chambers, Maddock Street, Mukinbudin on 20<sup>th</sup> September 2017.

### **1. Declaration of Opening**

- 1.1 The Shire President to declare the Meeting open at 1.\_\_pm

### **2. Public Question Time (min 15 minutes)**

- 2.1 Response to previous questions taken on notice.  
Nil
- 2.2 Declaration of public question time opened (minimum 15 mins)  
  
The Shire President will declare public question time open.
- 2.3 Declaration of public question time closed  
  
The Shire President will declare public question time closed.

### **3. Record of attendance, apologies and approved leave of absence**

- 3.1 Present:
  - 3.1.1
- 3.2 Apologies:
  - 3.2.1
- 3.3 On leave of absence:
  - 3.3.1
- 3.4 Staff:
  - 3.4.1
- 3.5 Visitors:
- 3.6 Applications for leave of absence:
  - 3.6.1 Request for leave of absence

### **4. Petitions, deputations and presentations**

- 4.1 Petitions

4.2 Deputations

4.3 Presentations

**5. Announcements by the Presiding person without discussion**

5.1

**6. Confirmation of the Minutes of previous meetings**

6.1 Confirmation of Minutes for the Ordinary Meeting of Council held on the 16<sup>th</sup> August 2017.

**Voting Requirement**

Simple Majority

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That the Minutes of the Ordinary Meeting of Council held on the 16<sup>th</sup> August 2017 be accepted as a true and correct record of proceedings.**

**Carried /**

## 7.1 Works Supervisor's Report

7.1.1 Works Supervisor's Report August 2017	
Location:	Whole of Shire
File Ref:	ADM
Applicant:	Nil
Date:	12 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger, Chief Executive Officer
Author:	Allan Monson, Acting Works Supervisor
Voting Requirements	Simple Majority
Documents Attached	Nil
Documents Tabled	Nil

### Town Works:

- Weed spraying
- Sweeping kerbs
- Spring Festival setup
- Road Sweeper in town
- Oval preparation for School Faction and Dampier Interschool Sports Association (DISA) athletics carnivals



*Kellerberrin Street Sweeper*



*Cruickshank Street footpath*

### Road Crew:

- Resheeting Bonnie Rock-Lake Brown 50% complete
- Spraying Contractor Matt Silinger has commenced road side shoulder spraying

### Maintenance Grading:

- Regrade Jones Road and Fogarty Road
- Graded McGregor Rd
- Wattering West Rd
- Quanta Cutting Rd North
- Morrison Rd

- Road shoulder grading completed on Wilgoyne Road, guide posts and signs also completed

#### **Repairs:**

- New window screens (1x Ford Ranger, 1x Isuzu supervisor ute)
- Loader P344 new Hydraulic pump
- Tree planters new tips and cutting edge plus check all over, wheel bearings etc.

#### **Tip Fire**

- Backhoe was pushing up white goods section and an unknown object sparked a fire which contained fuel
- Unable to put fire out, fire services were called
- Fire was contained within two days
- Excavator from Whitestone Quarries was utilised to pull apart material as fire crew hosed it down
- Bruce Atkin's loader was used to shift the material
- Fire was completely extinguished by 10am Friday 8<sup>th</sup> September



*Fire at Rubbish Tip*





*Rubbish cell pushed during fire*



*Rubbish Tip clean-up*

### **Staffing**

- Dave Waters has commenced as Town Leading Hand.
- Dave has come to us with a lot of experience in this type of work and will be a great asset to have on the Shire crew.
- His jobs include all town work including the oval and the presentation of our townsite.
- Don Francis has finished employment at the Shire of Mukinbudin and has commenced his new position at the Shire of Perenjori.
- Shane Markham has been promoted to Leading Hand – Construction.



*Leading Hand – Construction, Shane Markham  
with CEO Dirk Sellenger*

#### **OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council receive the Works Report for August 2017.**

**Carried /**

<b>Plant No</b>	<b>Plant Item</b>	<b>Rego No</b>	<b>Opening Hrs / Kms</b>	<b>Closing Hrs / Kms</b>	<b>Total Hrs or Kms for month</b>	<b>Utilisation since July 2017</b>
P433	2014 Toyota Prado	1 MBL	109,476	113,820	4,344	10,431
P312	2016 Mitsubishi Outlander	MBL 1	10,426	11,504	1,078	5,122
P313	2017 Ford Ranger Ute – Town Leading Hand	MBL 1071	518	1,817	1,299	1,817
P291	2015 Ford Ranger – Road Crew	MBL 1000	27,088	30,157	3,069	8,020
P311	2016 Isuzu D-Max Works Supervisor	MBL 2	23,777	28,445	4,668	12,304
P279	2002 Mitsubishi 6 wheeler	MBL 696	337,961	338,516	555	2,693
P281	2002 Coaster Community Bus	0 MBL	117,807	119,000	1,193	3,238
P369	2008 Kenworth DAF Prime Mover MBL250	MBL 250	241,371	243,625	2,254	3,821
P289	2015 Isuzu Light Truck Mtce Grader Driver	MBL 405	30,249	32,226	1,977	6,559
P317	2002 Komatsu Backhoe	MBL 1091	7,384	7,407	23	67
P403	2010 New Holland Tractor	MBL 1463	2,655	2,669	14	117
P216	2014 John Deere Tractor	MBL 244	438	441	3	36
P469	2015 Toyota Hiace Van -Mtce Officer	MBL 180	32,379	35,038	2,659	5,600
P301	2004 CAT 12H Grader	MBL 100	10,493	10,588	95	302
P461	2014 CAT 12M Grader	MBL 251	2,705	2,851	146	396
P411	2011 Hino 614	MBL 1070	42,269	42,944	675	2,177
P410	2011 Hino 816	MBL 150	104,035	105,008	973	2,956
P344	2006 CAT 928 Loader	MBL 1424	10,979	11,058	79	214
P420	2008 CAT Vibe Roller	MBL 1677	5,165	5,227	62	65
P462	2014 Dynapack Multi Tyre Roller	MBL 811	591	591	0	2
P449	2011 CAT Skid Steer	MBL 1724	1,370	1,379	9	41
P377	Toro Mower	MBL 386	3,040	3,054	14	60

## 7.2 Community Development Officer

7.2.1 Community Development Officer's Report	
Location:	Shire of Mukinbudin
File Ref:	CS.GR.1
Applicant:	Nola Comerford-Smith, Community Development Officer
Date:	12 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger, Chief Executive Officer
Author:	Nola Comerford-Smith, Community Development Officer
Voting Requirements:	Simple Majority
Documents Attached:	Nil
Documents Tabled:	Nil

### Funding Applications in Progress:

- Purpose built Childcare Centre
- Softfall and play equipment for Lion's Park
- Stronger Communities - lighting for Hockey Field
- WA Children's Week

### Funded Projects:

- Mental Health Week – a Planning & Development Group event to be held Friday 13<sup>th</sup> October at the Mukinbudin Golf Club with guest speaker Paula Constant.
- WA Seniors Week – for the annual Seniors dinner to be held on Friday November 3<sup>rd</sup> at the Sports Complex.

## COMMUNITY PORTFOLIOS – OTHER PROJECTS

**Community Garden** – an organic gardening workshop is planned for Saturday October 21<sup>st</sup> with worm farms and compost bins as giveaways to participants. This workshop will focus on wicking beds and edible weeds.

A Busy Bee was held on Tuesday 5<sup>th</sup> September to clean up the garden prior to the Spring Festival. The pizza oven base is ready for installation, after which a workshop will be held to install the pizza oven.



*Old truck with flowers*



*Community Garden busy-bee*

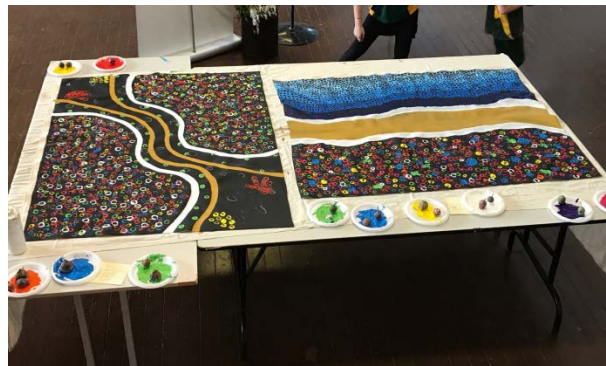
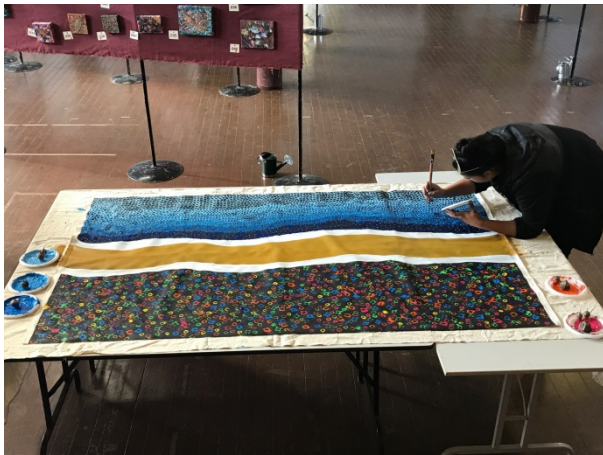
### **Mukinbudin Planning & Development Group –**

Funding has been received through Western Australian Association of Mental Health of \$1,000 which will subsidise a community event on Friday 13<sup>th</sup> October at the Mukinbudin Golf Club. Twilight golf, a barbecue and guest speaker Paula Constant will be provided by P&D Group.

### **Spring Festival -**

At time of writing report, the Spring Festival has commenced with the following events:

- Art Exhibition Opening on Friday 8<sup>th</sup> September
- Urban Indigenous Community Canvas – five canvases have been painted by Urban Indigenous, community members and visitors.



*Urban Indigenous Artworks*

Bookings for workshops and events have been received at the Shire:

- Grazing Table – 80 people
- Kokedama Workshop – 12 people
- Farm Bike Tour – 16 people
- Granite Rock Tour – 12 people

### **Sports Complex**

21 LED lights have been installed in the indoor basketball/netball court at the Sports Complex by KTY Electrical.





### **Meetings Attended/Events Organised**

- Tuesday 22<sup>nd</sup> August – Jenifer Collins, Department of Sport & Rec.
- Monday 28<sup>th</sup> August – P&D Meeting
- Thursday 17<sup>th</sup>, 24<sup>th</sup> August, 7<sup>th</sup>, 14<sup>th</sup> September – Tai Chi
- Tuesday 5<sup>th</sup> September – Community Garden Busy Bee
- Thursday 7<sup>th</sup> September – set up Art Exhibition
- Tuesday 12<sup>th</sup> September – CRC Meeting

### **Financial Implications**

Nil

### **Strategic & Social Implications**

Nil

### **OFFICER RECOMMENDATION**

**Council Decision Number –**

**That Council receives the Community Development Officer's report for August 2017.**

**Moved:**

**Seconded:**

**Carried: /**

### 7.3 Principal Environmental Health Officer Monthly Report

7.3.1 Monthly Report of the Principal Environmental Health Officer	
Location:	Mukinbudin
File Ref:	ADM 330
Applicant:	Peter Toboss, Principal Environmental Health Officer
Date:	12 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer:	Peter Toboss, Principal Environmental Health Officer
Author:	Peter Toboss, Principal Environmental Health Officer
Voting Requirements:	Simple Majority
Documents Attached:	Nil
Documents Tabled:	Nil

#### **Background**

Monthly Report of the Principal Environmental Health Officer.

#### **Food Shop and Public Buildings Inspections:**

Nil

#### **Environmental Health Australia (WA) 2017 Annual Conference:**

The PEHO attended the Annual State Environmental Health Conference on 31 August and 1 September 2017 in Perth. The conference was successful and it covered a diverse range of issues that are dealt with by Environmental Health Practitioners such as food safety, events, mosquitoes, noise and planning and emergency management.

#### **Department of Health Western Australia Reporting:**

Two separate set of reporting were completed and submitted to the Department of Health. Local Government enforcement agencies are required to report to the Department of Health on their performance of functions under the *Food Act 2008* (Food Act) (as required by section 121) and the *Public Health Act 2016* (Public Health Act) (as required by section 22). Whilst local governments have been reporting on their functions under the Food Act for a number of years, the 2016/2017 financial year represents the first year that local governments need to report on their functions under the Public Health Act. All responses submitted will assist the Department of Health in determining how public health risks should be managed in Western Australia and the way forward under the Public Health Act.

The second reporting was additional optional questions to assist with the Regulation Review Program that is currently being undertaken as part of the *Public Health Act 2016* implementation. Local governments are being asked to answer as many of the questions as possible utilising the online reporting survey.

#### **Local Government Survey 2016-2017:**

The PEHO completed a survey for Department of Water and Environmental Regulation.

### **Waste Survey:**

The annual waste survey from the Department of Water and Environmental Regulation was completed and sent.

### **Mukinbudin Spring Festival 2017**

PEHO will look at some of the aspects of running a successful community event. In particular PEHO will review community events around the NEWROC Shires and provide practical guidance to event holders to help manage risks associated with events such as having a Formal Application Process.

The following documents were reviewed and provided to the Community Development Officer;

- Public Event application
- Emergency management plan
- Emergency Response Plan

### **Health Notice on 42 Maddock Street, Mukinbudin**

The PEHO discussed the Health Notice placed on the property and the untidiness with the property owner son. He indicated that he is looking at doing some work on the house and purchase the property off from his father.

Given that the property owner was issued with Notice under S.3.25 of the *Local Government Act 1995* and *Health (Miscellaneous Provisions) Act 1911* for the reasons for being unfit for human habitation include the advanced condition of disrepair, and the general unsanitary state of the property upon inspection.

As a result, the Shire has declared the Shed unfit for human habitation in accordance with Section 135 - 'Dwellings Unfit for Habitation', and as being in need of repair in accordance with Section 139 - '*Owner may be required to clean or repair a house*'.

In the event of the premises being sold, the requirements on the Notice must still be completed by the specified date.

### **Food Recall:**

The Department of Health (WA) has distributed the following food recalls in month of August and early September. The products are;

1. Chung Jung One brand Sunchang Ssamjang Seasoned Bean Paste 200g, 500g, 1kg
2. Chung Jung One brand Sunchang Ssamjang Seasoned Bean Paste (Sesame & Garlic) 200g, 500g, 1kg
3. Chung Jung One brand Sunchang Ssamjang Seasoned Bean Paste (for grilled meat) 170g, 450g, 900g

The recalled was due to the presence of an undeclared allergen (peanut). The products have been available for sale in retail outlets and Asian grocery supermarkets throughout Australia. All the above products are not sold in the Shire of Wyalkatchem.



The other recalled products are;

Rafferty's Garden Happy Tummies Vegetable Risotto with Best Before 10 Aug 2018 and Best Before 12 Aug 2018. The recalled products have been available for sale in most major retailers and some pharmacies throughout Australia.

Selesta Arborio Rice 10kg was also recalled due to the presence of foreign matter (glass).

**Disability Access and Inclusion Plan (DAIP):**

The Principal Environmental Health Officer continues the review of DAIP. The Shire's DAIP 2012 – 2017 is now due and the steps for developing and reviewing the DAIP for 2017 – 2022 were discussed and progress will be ongoing.

**Statutory Environment**

*Public Health Act.2016*

*Health (Miscellaneous Provisions) Act 1911*

*Food Act 2008*

**Policy Implication**

Nil

**Financial Implication:**

Nil

**Strategic Implications:**

Nil

**Consultation**

PEHO – Principal Environmental Health Officer, Peter Toboss

CEO - Chief Executive Officer, Dirk Sellenger

CDO - Community Development Officer, Nola Comerford-Smith

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council receive the Principal Environmental Health Officer's Report for August 2017.**

**Carried /**

## 7.4 Mukinbudin Caravan Park Manager's Report

7.4.1 Mukinbudin Caravan Park Report – August 2017	
Location:	Mukinbudin
File Ref:	ADM 225
Applicant:	Carolynn Chapman, Caravan Park Manager
Date:	8 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger, Chief Executive Officer
Author:	Carolynn Chapman, Caravan Park Manager
Voting Requirements	Simple Majority
Documents Attached	Nil
Documents Tabled	Nil

### Highlights

Bookings have improved with the warmer weather and there is an average of 10 vans per night staying at the Caravan Park. The Self-Contained Units are booked out until the beginning of October although bookings for the Barracks are a bit slow, as visitors prefer the self-contained units.

Two new cement pads will be laid after the Spring Festival, plus cement pathways from the ablution block to the Campers Kitchen.

The pink and grey galahs are not as abundant as previous months.



*Salt bush has been removed from outside Ablution Block in preparation for planting of new hedge*

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council receives the Caravan Park Managers Report for August 2017.**

**Carried /**

## 7.5 Finance

<b>7.5.1 List of Payments – August 2017</b>	
Location:	Mukinbudin
File Ref:	ADM 007
Applicant:	Edward Nind – Acting Manager Finance
Date:	14 <sup>th</sup> September 2017
Disclosure of Interest:	NIL
Responsible Officer	Edward Nind – Acting Manager Finance
Author:	Edward Nind – Acting Manager Finance
Voting Requirements	Simple Majority
Documents Attached	List of Payments including pays – August 2017 (4 Pages)
Documents Tabled	Nil

***If a Councillor has any questions regarding the enclosed finances, please see the Manager of Finance prior to the meeting so that a researched answer may be provided.***

### **Summary**

List of payments for approval

### **Background Information**

A list of payments submitted to Council on 20<sup>th</sup> September 2017, for confirmation in respect of accounts already being paid or for the authority to those unpaid. (Please refer to Payment listing submitted as a separate attachment)

### **Officer Comment**

Standard process of obtaining Council endorsement of payments.

### **Strategic & Social Implications**

N/A

### **Consultation**

N/A

### **Statutory Environment**

A list of payments is required to be presented to Council as per section 13 of the Local Government (Financial Management) Regulations 1996.

### **Policy Implications**

Council Policy No. 1.6.5 (e) states that a list of payments is required to be presented to Council each month in accordance with Financial Management Regulations 13(1) for recording in the minutes.

### **Financial Implications**

All payments have been made in accordance with the 2017/2018 Budget.

## **OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That the list of payments to today's meeting for;**

**Municipal Fund:**

<b>Muni EFT's</b>	<b>(\$209,144.18)</b>
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<b>Muni Cheques 31542 – 31547</b>	<b>(\$23,267.39)</b>
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<b>Direct Debits (Pays, superannuation, loan, vehicle purchase and leases)</b>	<b>(\$119,994.84)</b>
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<b>Total Municipal Fund</b>	<b>(\$352,406.41)</b>
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**Trust Fund:**

<b>Trust EFT's</b>	<b>(\$0.00)</b>
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<b>Trust Cheques 325 - 326</b>	<b>(\$646.05)</b>
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<b>Trust Direct Debits (Licensing)</b>	<b>(\$27,165.20)</b>
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<b>Total Trust Fund</b>	<b>(\$27,811.25)</b>
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**made in August 2017, be passed for payment.**

**Carried /**

<b>7.5.2 Monthly Statement of Financial Activity Report – 31<sup>st</sup> July 2017</b>	
Location:	Mukinbudin
File Ref:	ADM 005
Applicant:	Edward Nind – Acting Manager Finance
Date:	13 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Edward Nind – Acting Manager Finance
Author:	Edward Nind – Acting Manager Finance
Voting Requirements	Simple Majority
Documents Attached	Statement of Financial Activity – July 2017 (19 Pages) Schedules 2 to 14 for the period 1 July 2017 to 31 July 2017 (140 Pages)
Documents Tabled	Nil

***If a Councillor has any questions regarding the enclosed finances, please see the Manager of Finance prior to the meeting so that a researched answer may be provided.***

### **Summary**

This information is provided to Council on a monthly basis in accordance with provisions of the *Local Government Act 1995 and Local Government (Financial Management Regulations 1996)*.

Monthly Statement of Financial Activity for the period ending 31<sup>st</sup> July 2017 are attached for Councillor Information, and consisting of;

Statement of Financial Activity

1. Acquisition of Assets
  2. Disposal of Assets
  3. Information on Borrowings
  4. Reserves
  5. Net Current Assets
  6. Rating Information
  7. Trust Funds
  8. Operating Statement
  9. Statement of Financial Position
  10. Financial Ratios
  11. Grants Report
  12. Bank Balances & Investment Information
- Schedules 2 - 14 attached

### **Background Information**

Nil

### **Officer Comment**

The “Actual” brought forward surplus from 2016/2017 of \$1,248,543 will change as the end of year financial adjustments continue and will only be final when the accounts are audited.

Addition information has been added to the schedules that provides detail on expenditure to job level.

**Strategic & Social Implications**

N/A

**Consultation**

N/A

**Statutory Environment**

General Financial Management of Council, Council 2016/17 Budget, *Local Government (Financial Management) Regulations 1996*, r34, *Local Government Act 1995*, section 6.4

**Policy Implications**

Council is required annually to adopt a policy on what it considers to be material as far as variances that require to be reported for Council.

Council adopted a policy on 16 August 2017 that the material variation be set at \$10,000 and 10%.

**Financial Implications**

There is no direct financial Implication in relation to this matter

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council adopt the Monthly Financial Report for the period ending 31<sup>st</sup> July 2017 and note any material variances greater than \$10,000 and 10%.**

**Carried /**

<b>7.5.3 Monthly Statement of Financial Activity Report – 31<sup>st</sup> August 2017</b>	
Location:	Mukinbudin
File Ref:	ADM 005
Applicant:	Edward Nind – Acting Manager Finance
Date:	13 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Edward Nind – Acting Manager Finance
Author:	Edward Nind – Acting Manager Finance
Voting Requirements	Simple Majority
Documents Attached	Statement of Financial Activity – August 2017 (19 Pages) Schedules 2 to 14 for the period 1 July 2017 to 31 August 2017 (140 Pages)
Documents Tabled	Nil

***If a Councillor has any questions regarding the enclosed finances, please see the Manager of Finance prior to the meeting so that a researched answer may be provided.***

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- Schedules 2 - 14 attached

### **Background Information**

Nil

### **Officer Comment**

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Addition information has been added to the schedules that provides detail on expenditure to job level.

**Strategic & Social Implications**

N/A

**Consultation**

N/A

**Statutory Environment**

General Financial Management of Council, Council 2016/17 Budget, *Local Government (Financial Management)* Regulations 1996, r34, *Local Government Act 1995*, section 6.4

**Policy Implications**

Council is required annually to adopt a policy on what it considers to be material as far as variances that require to be reported for Council.

Council adopted a policy on 16 August 2017 that the material variation be set at \$10,000 and 10%.

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There is no direct financial Implication in relation to this matter

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council adopt the Monthly Financial Report for the period ending 31<sup>s</sup> August 2017 and note any material variances greater than \$10,000 and 10%.**

**Carried /**

## 7.6 Chief Executive Officer's Reports

<b>7.6.1 NEWROC Council Meeting Minutes 22<sup>nd</sup> August 2017</b>	
Location:	Shire of Mt Marshall Council Chambers
File Ref:	ADM 236
Applicant:	Dirk Sellenger, Chief Executive Officer
Date:	13 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger, Chief Executive Officer
Author:	Dirk Sellenger, Chief Executive Officer
Voting Requirements	Simple Majority
Documents Attached	Minutes of NEWROC Council Meeting 22 <sup>nd</sup> August 2017 NEWROC Budget and Reserves Policy NEWROC Operating Budget 2017/2018 NEWROC Reserves
Documents Tabled	Nil

### **BACKGROUND**

A Council Meeting of NEWROC was held on Tuesday 22<sup>nd</sup> August at the Shire of Mt Marshall Council Chambers.

### **OFFICER COMMENT:**

The following items were in the Minutes:

### **3. PRESENTATIONS**

3.1 MITCH HARDY – MANAGER OF REGIONAL SERVICES, AND JENIFER COLLINS, DEPARTMENT OF GOVERNMENT, SPORT & CULTURAL INDUSTRIES

### **6. MATTERS FOR CONSIDERATION**

- 6.1 NEWROC TELECOMMUNICATIONS SOLUTION
- 6.2 TELECOMMUNICATIONS SUMMIT
- 6.3 REGIONAL SUBSIDIARY LEGISLATION
- 6.4 NEWROC STRATEGIC PROJECTS
- 6.5 WHEATBELT DEVELOPMENT COMMISSION – TOURISM STRATEGY
- 6.6 NEWROC LIVE, WORK, INVEST ONLINE PLATFORM

### **9. OTHER MATTERS**

- 9.1 RESOURCE SHARING

Next NEWROC Meeting dates:

The following dates have been adopted for NEWROC meetings during 2017.

26 September	Executive	Shire of Mt Marshall
24 October	Council	Shire of Nungarin
28 November	Executive	Shire of Nungarin
12 December	Council	Shire of Mukinbudin (Christmas Function)

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council receive the NEWROC Executive Meeting Minutes for 22<sup>nd</sup> August 2017.**

**Carried /**

<b>7.6.2 CEACA Executive Committee Meeting Minutes</b>	
Location:	Perth Convention Centre
File Ref:	ADM 237
Applicant:	Dirk Sellenger – Chief Executive Officer
Date:	2 <sup>nd</sup> August 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger – Chief Executive Officer
Author:	Dirk Sellenger – Chief Executive Officer
Voting Requirements:	Simple Majority
Documents Attached:	CEACA Executive Committee Meeting Minutes
Documents Tabled:	Nil

### **Summary**

A CEACA Executive Committee Meeting was held on Wednesday 2<sup>nd</sup> August 2017 at the Perth Convention Centre.

### **Officer Comment**

The following items were included in the Minutes:

### **8. Business of the Meeting**

- 8.1 Project Update (Financial) – Shire of Merredin
- 8.2 Project Manager's Update – Access Housing
- 8.3 RFT T2017133 – Design and Construct CEACA Seniors Housing Project
- 8.4 Council Contributions for the CEACA Seniors Housing Project
- 8.5 Payment of Building Application Fees by CEACA Member Councils
- 8.6 Occupation of CEACA Seniors Housing Once Constructed

### **9. Other Business**

- 9.1 Transfer of Council Owned Land to CEACA

### **10. Future Meetings**

- Wednesday 6<sup>th</sup> September 2017 – Ordinary Committee Meeting in Nungarin
- Wednesday 1<sup>st</sup> November – AGM and Ordinary Committee Meeting in Merredin
- Wednesday 27<sup>th</sup> September – Executive Committee Meeting by Teleconference

### **OFFICER RECOMMENDATION**

**Council Decision Number -**

**Moved: Cr**

**Seconded: Cr**

**That Council receive the CEACA Executive Committee Meeting Minutes for 2<sup>nd</sup> August 2017.**

**Carried /**

<b>7.6.3 WALGA Great Eastern Country Zone Minutes 24<sup>th</sup> August 2017</b>	
Location:	Kellerberrin Recreation and Leisure Centre
File Ref:	ADM 269
Applicant:	Dirk Sellenger, Chief Executive Officer
Date:	11 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger, Chief Executive Officer
Author:	Dirk Sellenger, Chief Executive Officer
Voting Requirements	Simple Majority
Documents Attached	Minutes of Great Eastern Country Zone Minutes 24 <sup>th</sup> August 2017
Documents Tabled	Nil

### **BACKGROUND**

A Council Meeting of WALGA Great Eastern Country Zone was held on Thursday 24<sup>th</sup> August 2017 at the Kellerberrin Recreation and Leisure Centre.

### **COMMENT:**

The following items were discussed at the Council Meeting:

## **5. GUEST SPEAKERS/PRESENTATIONS**

- 5.1 Hon David Templeman MLA, Minister for Local Government; Heritage; Culture and the Arts
- 5.2 Mr Timothy McNaught, Executive Manager Office of Bushfire Management (OBRM)
- 5.3 Ms Juliet Grist, Executive Officer RDA Wheatbelt

## **7. ZONE BUSINESS**

- 7.1 Reduction of Direct Grant Road Funding to Local Government
- 7.2 Review of Local Government Act 1995
- 7.3 Funding Cut to the Grower Group Research and Development Grant Program

## **8. ZONE REPORTS**

- 8.1 Zone President Report
- 8.2 Healthy Wheatbelt
- 8.3 Local Government Agricultural Freight Group
- 8.4 Wheatbelt District Emergency Management Committee
- 8.5 Wheatbelt North Regional Road Group
- 8.6 Update from Road Safety Officer, Wheatbelt North
- 8.7 Wheatbelt South Regional Road Group

## **9. WALGA BUSINESS**

- 9.1 State Councillor Report
- 9.2 WALGA Status Report
- 9.3 Review of WALGA State Council Agenda – Matters for Decision
- 9.4 Review of WALGA State Council Agenda – Matters for Noting/Information
- 9.5 Review of WALGA State Council Agenda – Organisational Reports
- 9.6 Review of WALGA State Council Agenda – Policy Forum Reports
- 9.7 WALGA President's Report

Next WALGA GECZ Meeting dates:

9 November Teleconference Meeting of the GECZ Executive

30 November In-person meeting of the GECZ in Merredin

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council receive the WALGA Great Eastern Country Zone Council meeting minutes from 24<sup>th</sup> August 2017.**

**Carried: /**

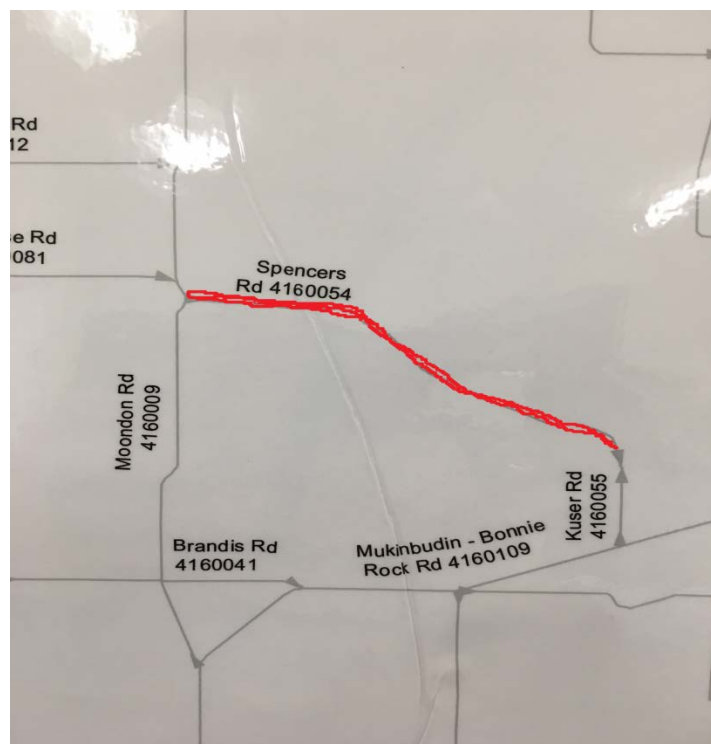
7.6.4 ROAD NAME CHANGE – SPENCERS TO KUSER	
Location:	Mukinbudin
File Ref:	ADM 251
Applicant:	Dirk Sellenger – Chief Executive Officer
Date:	4 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger - Chief Executive Officer
Author:	Dirk Sellenger - Chief Executive Officer
Voting Requirement:	Simple Majority
Documents Attached:	Nil
Documents Tabled:	Nil

### **Summary**

To allow Council to consider making a request for the formal changing of a Rural Road within the Shire.

### **Background Information**

Whilst planning the recent Council Road inspection, it was discovered that the formal road name was different from that of the Shire Road Signage and local knowledge and understanding which can cause confusion, particularly for those unfamiliar to the Road network and with a reliance on Satellite Navigation systems.



Spencers Road (Main Roads Road Number 4160054) is signposted at the Moondon intersection at Kuser Road and for this reason is also known as Kuser Road by locals whom have no knowledge of the Spencers Road naming of the road.

### **Officer Comment:**

Road Names are considered and approved by the Geographical Names Committee and an extract from the Landgate Webpage explaining the history and responsibilities of the committee *follows:*

### **Geographic Names Committee**

*Originally known as the Nomenclature Advisory Committee, the Geographic Names Committee (GNC) was appointed as an advisory committee to the Minister for Lands in 1936 to provide advice to the Minister on geographical naming issues. Appointments to the GNC are made by the Minister for Lands and represent many different points of view, from local communities to professional institutions and government agencies within Western Australia.*

*The GNC is served by a Secretary and a Secretariat, both of which are provided by Landgate. This office is responsible for managing the nomenclature needs for geographical features, administrative boundaries, localities and roads and for the maintenance of the State's Gazetteer, GEONOMA (geo = geographic, noma = Latin for 'names'), and nomenclature database. The database contains official names and geographical coordinates of geographic features in Western Australia including the official spelling of the name, feature type, classification, derivation, map number, coordinates and any alternative and historical names.*

*GEONOMA is recognised by the Western Australian Government as the primary source and official register for all approved named geographic features, administrative boundaries and road names and their positions and/or extents. Names added to or amended within GEONOMA are automatically propagated to features in other linked government systems.*

### **Policy and Standards for Geographic Naming in Western Australia.**

### **Responsibilities of the committee**

- *Review and recommend naming actions and undertake other functions as required in relation to nomenclature.*
- *Advise the Minister on the establishment and development of the principles, policies and procedures.*
- *Disseminate information and monitor and review compliance with the principles, policies and procedures.*
- *Review naming actions, transactions and issues which impact on agencies and may attract significant interest and approve papers and reports to third/external parties which may prompt media, public or government scrutiny.*

### **Strategic & Social Implications**

The Road in question is not known as Spencers Road. The history behind the naming of this road is unknown.

### **Consultation**

Mr Murray Junk – Local Resident (Northern Shire)



Cr Gary Shadbolt – Shire President  
Mr Allan Monson – Acting Manager of Works

**Statutory Environment:**

*Local Government Act 1995*

**Policy Implications**

Nil

**Financial Implications**

Nil

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council apply to the Geographical Names Committee to request the section of Road current formally known as Spencers Road (Main Road No. 4160054) be merged with the existing Kuser Road (Main Road No. 4160055) to allow for the entire section of road to be known as Kuser Road between the Bonnie Rock – Mukinbudin Road and Moondon Road.**

**Carried /**

<b>7.6.5 Community Resource Centre – Request for Waiving of Fees</b>	
Location:	Mukinbudin CRC
File Ref:	ADM 065
Applicant:	Dirk Sellenger – Chief Executive Officer
Date:	6 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger - Chief Executive Officer
Author:	Dirk Sellenger - Chief Executive Officer
Voting Requirement:	Absolute Majority
Documents Attached:	Nil
Documents Tabled:	Nil

### **Summary**

To allow Council to consider a request by the Mukinbudin Community Resource Centre (CRC) for the Sporting Complex Function Room fees to be waived for their annual Shopping Day.

### **Background Information**

The following letter was received from the Mukinbudin CRC Coordinator, Mary-Ann Summers.



30/8/17

Mr D Sellenger  
CEO  
Shire of Mukinbudin

Dear Dirk

As in previous years, the CRC are holding a Shopping Day for the community, the date selected is November 16<sup>th</sup> 2017.

I have requested Nola to book the sporting complex for the occasion.

Due to this being a community event, I would like to request that the normal fees that would be charged, be waived.

We anticipate a range of goods and service will be offered to the community, many of which are not generally accessible in the town on a regular basis.

These include shoes, toys, plants and travel information.

The community looks forward to this event each year, especially since many attendees are not able to readily travel to get access to these goods and services.

We would be happy to acknowledge the Shires' contribution to the event, and look forward to your favourable response.

Regards

Mary-Ann Summers  
Manager  
Mukinbudin CRC

8 White St Mukinbudin W A 6479 (P) 08 9047 2150 (F) 08 9047 1088 (E) admin@mukacrc.net.au



Department of  
Primary Industries and  
Regional Development



ROYALTIES  
FOR REGIONS

**Officer Comment:**

The Mukinbudin CRC hosts the annual Shopping Day as an event with stalls selling various products. Profits are made by door sales, stall holder fees and lunch/refreshment sales.

**Strategic & Social Implications**

Nil

**Consultation**

Nola Comerford – Community Development Officer

**Statutory Environment:**

*Local Government Act 1995*

*6.12. Power to defer, grant discounts, waive or write off debts*

- (1) Subject to subsection (2) and any other written law, a local government may —
  - (a) when adopting the annual budget, grant\* a discount or other incentive for the early payment of any amount of money; or
  - (b) waive or grant concessions in relation to any amount of money; or
  - (c) write off any amount of money,

which is owed to the local government.

*\* Absolute majority required.*

- (2) Subsection (1)(a) and (b) do not apply to an amount of money owing in respect of rates and service charges.
- (3) The grant of a concession under subsection (1)(b) may be subject to any conditions determined by the local government.
- (4) Regulations may prescribe circumstances in which a local government is not to exercise a power under subsection (1) or regulate the exercise of that power.

*[Section 6.12 amended by No. 64 of 1998 s. 39.]*

**Policy Implications**

Nil

**Financial Implications**

Hire fees for the Sporting Complex Function Room were reviewed and set by Council in the Schedule of Fees & Charges 2017/2018 at the August 2017 Ordinary Council Meeting:

Per day	\$130.00
Per Hour	\$21.00

## **OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council advise the Mukinbudin Community Resource Centre that it is unwilling to waive hire fee of \$130 (day rate) for the Sporting Complex Function Room on November 16<sup>th</sup> 2017 as requested.**

**Carried /**

**\*\*CONFIDENTIAL ITEM\*\***

<b>7.6.6 LAND EXCHANGE OFFER 108 POTTER STREET, MUKINBUDIN</b>	
Location:	Mukinbudin
File Ref:	ADM
Applicant:	Dirk Sellenger – Chief Executive Officer
Date:	4 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger - Chief Executive Officer
Author:	Dirk Sellenger - Chief Executive Officer
Voting Requirement:	Simple Majority
Documents Attached:	Nil
Documents Tabled:	Nil

**Statutory Environment**

**5.23. Meetings generally open to public**

- (1) Subject to subsection (2), the following are to be open to members of the public —
  - (a) all council meetings; and
  - (b) all meetings of any committee to which a local government power or duty has been delegated.
- (2) If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —
  - (a) a matter affecting an employee or employees; and
  - (b) the personal affairs of any person; and
  - (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and
  - (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting; and
  - (e) a matter that if disclosed, would reveal —
    - (i) a trade secret; or
    - (ii) information that has a commercial value to a person; or
    - (iii) information about the business, professional, commercial or financial affairs of a person,where the trade secret or information is held by, or is about, a person other than the local government; and
  - (f) a matter that if disclosed, could be reasonably expected to —

- (i) impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law; or
  - (ii) endanger the security of the local government's property; or
  - (iii) prejudice the maintenance or enforcement of a lawful measure for protecting public safety;
- and
- (g) information which is the subject of a direction given under section 23(1a) of the *Parliamentary Commissioner Act 1971*; and
  - (h) such other matters as may be prescribed.
- (3) A decision to close a meeting or part of a meeting and the reason for the decision are to be recorded in the minutes of the meeting.

#### **OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That in accordance with section 5.23 (2) (a) of the Local Government Act 1995 that the meeting be closed to members of the Public as Agenda item 7.5.5 is deemed to be**

**(b) the personal affairs of any person;**

**Carried /**

**\*\*CONFIDENTIAL ITEM\*\***

<b>7.6.7 CHIEF EXECUTIVE OFFICER – PROBATIONARY PERIOD</b>	
Location:	Mukinbudin
File Ref:	ADM
Applicant:	Dirk Sellenger – Chief Executive Officer
Date:	4 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger - Chief Executive Officer
Author:	Dirk Sellenger - Chief Executive Officer
Voting Requirement:	Simple Majority
Documents Attached:	Nil
Documents Tabled:	Nil

**5.23. Meetings generally open to public**

- (1) Subject to subsection (2), the following are to be open to members of the public —
  - (a) all council meetings; and
  - (b) all meetings of any committee to which a local government power or duty has been delegated.
- (2) If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —
  - (a) a matter affecting an employee or employees; and
  - (b) the personal affairs of any person; and
  - (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and
  - (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting; and
  - (e) a matter that if disclosed, would reveal —
    - (i) a trade secret; or
    - (ii) information that has a commercial value to a person; or
    - (iii) information about the business, professional, commercial or financial affairs of a person,where the trade secret or information is held by, or is about, a person other than the local government; and
  - (f) a matter that if disclosed, could be reasonably expected to —



- (i) impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law; or
  - (ii) endanger the security of the local government's property; or
  - (iii) prejudice the maintenance or enforcement of a lawful measure for protecting public safety;
- and
- (g) information which is the subject of a direction given under section 23(1a) of the *Parliamentary Commissioner Act 1971*; and
  - (h) such other matters as may be prescribed.
- (3) A decision to close a meeting or part of a meeting and the reason for the decision are to be recorded in the minutes of the meeting.

#### **OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That in accordance with section 5.23 (2) (a) of the Local Government Act 1995 that the meeting be closed to members of the Public as the items is deemed to be**

**(a) a matter affecting an employee or employees; and**

**Carried /**

<b>7.6.8 PAYMENT FOR WATER SERVICE – HORSE YARDS</b>	
Location:	Mukinbudin
File Ref:	ADM 058
Applicant:	Dirk Sellenger – Chief Executive Officer
Date:	4 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger - Chief Executive Officer
Author:	Dirk Sellenger - Chief Executive Officer
Voting Requirement:	Simple Majority
Documents Attached:	Nil
Documents Tabled:	Nil

### **Summary**

To allow Council to consider setting a fee to charge for those utilising the horse yards situated north of the Mukinbudin Townsite.

### **Background Information**

People are currently utilising the old Polocrosse horse yards situated north of the Mukinbudin Townsite and the Shire is providing the water to this area at no cost to those utilising the facility.

The CEO believes that a control mechanism needs to be established to allow the Shire to know who is utilising the facility and for an appropriate payment to be made for the costs associated by proving water for the horses.

### **Officer Comment:**

The CEO proposes that a Memorandum of Understanding be entered into between the Shire and those wanting the utilise the facility. Given the rundown state and varying condition of the stables it must be made clear to those utilising the facility that any repairs and maintenance to the facility will be at the user's expense and that no structural changes are to be carried out without written permission from the CEO approving these changes.



### **Strategic & Social Implications**

Nil

### **Consultation**

Nil

**Statutory Environment:**

*Local Government Act 1995*

**Policy Implications**

Nil

**Financial Implications**

In the 2016/2017 financial year the Council paid approximately \$850.00 in water consumption however it isn't known how many horses were stabled at the facility during this period.

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That Council request the CEO draft and enter into a Memorandum of Understanding with those wanting to use the facility on the condition that the Shire will be no way responsible for the upkeep of the stables and surrounds either directly or indirectly.**

**That Council establish a new compulsorily water charge of \$44.00 per horse per month for those using the facility and that the new Fee be incorporated in the Council Fees and Charges accordingly.**

**Carried /**

<b>7.6.9 Deregistration – Mukinbudin Volunteer Bush Fire Brigade</b>	
Location:	Mukinbudin Townsite
File Ref:	ADM 135
Applicant:	Nil
Date:	11 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger – Chief Executive Officer
Author:	Dirk Sellenger – Chief Executive Officer
Voting Requirements:	Simple Majority
Documents Attached:	Nil
Documents Tabled:	Nil

### **Summary**

To allow Council to consider the formal deregistration of the Mukinbudin Volunteer Bush Fire Brigade and the registration of a Mukinbudin Volunteer Fire and Emergency Services Unit.

### **Background Information**

This matter dates back to April 2014 (correspondence follows) regarding the establishment of a DFES run and managed Volunteer Fire and Emergency Services Unit in lieu of the Shire run and managed Volunteer Bush Fire Brigade.



# SHIRE OF MUKINBUDIN

15 Maddock Street  
PO Box 67

MUKINBUDIN WA 6479

Ph: (08) 9047 1102

Fax: (08) 9047 1239

Email: [admin@mukinbudin.wa.gov.au](mailto:admin@mukinbudin.wa.gov.au)  
Web: [www.mukinbudin.wa.gov.au](http://www.mukinbudin.wa.gov.au)



1 April 2014

Torben Bendtsen  
Area Manager  
Department of Fire and Emergency Services  
79 Newcastle Street  
NORTHAM WA 6401

Dear Torben

At our Council Meeting on 15<sup>th</sup> May 2013 it was decided that the Shire of Mukinbudin supports the Mukinbudin Bush Fire Brigade's Application to become a Volunteer Fire Service (VFS) with road crash rescue capability. Can you please provide us with the required information for the application to progress this matter further.

**Council Decision Number – 831**

Voting Requirements – Simple Majority

Moved: Cr Watson

Seconded: Cr Lancaster

That Council support the Mukinbudin's Bush Fire Brigade application to become a VFS and consult with the Bonnie Rock Bush Fire Brigade to see if they wish to participate.

Carried 8/0

If you would like to discuss this further please contact the undersigned at the Shire on 9047 1102.

Yours faithfully

Stuart Billingham  
Chief Executive Officer



NM02120  
NM14/00048





**FILE COPY**

Our Ref: 02120; 16/43062  
Your Ref: ADM135/ADM136

ENTERED  
IN TRIM

Mr Stuart Billingham  
Chief Executive Officer  
Shire of Mukinbudin  
PO Box 67  
MUKINBUDIN WA 6479

Dear Mr Billingham

**APPLICATION ROAD CRASH RESCUE CAPABILITY – MUKINBUDIN TOWN  
VOLUNTEER BUSH FIRE BRIGADE**

In response to your letter dated 1 February 2016, I am pleased to inform you that the Department of Fire and Emergency Services is open to entering into negotiations with the Shire of Mukinbudin and the Mukinbudin Volunteer Bushfire Brigade members to form a Volunteer Fire and Emergency Services Unit (VFES).

We envisage that the operational roles of a future Mukinbudin VFES will be Bush Fire Fighting, Urban Defensive and Road Crash.

Superintendent Trevor Tasker from the Goldfield/Midlands Regional office will make contact with you to organise a suitable date to begin discussions.

Yours sincerely

**STEVE FEWSTER  
A/COMMISSIONER**

10 June 2016



# SHIRE OF MUKINBUDIN

---

Our Ref: ADM044  
Your Ref:  
Enquiries: Ray Hooper

15 Maddock Street  
PO Box 67  
MUKINBUDIN WA 6479  
Ph: (08) 9047 2100  
Fax: (08) 9047 1239  
Email: [admin@mukinbudin.wa.gov.au](mailto:admin@mukinbudin.wa.gov.au)  
Web: [www.mukinbudin.wa.gov.au](http://www.mukinbudin.wa.gov.au)

Attn: V Gabrielson  
Property Services, Country Operations  
Department of Fire and Emergency Services  
79 Newcastle Street  
NORTHAM WA 6401

3<sup>rd</sup> January 2017

Dear Vicki

## **Mukinbudin VFES Unit**

Further to our discussions with Torben Bendtsen the Shire of Mukinbudin formally requests that action be initiated for a lease agreement to be prepared and entered into for the current Mukinbudin Bush Fire Brigade building for use as a VFES building.

For the purpose of end of financial year accounting it is requested that the transfer of the building and the changeover of the brigade to a VFES unit be completed by the 30<sup>th</sup> June 2017.

If further information is required please contact Ray Hooper on 08-9047 2106 or by email to [ceo@mukinbudin.wa.gov.au](mailto:ceo@mukinbudin.wa.gov.au)

Thank you for your assistance.

Yours faithfully

Ray P Hooper  
**ACTING CHIEF EXECUTIVE OFFICER**

CC *Mukinbudin Brigade*  
*Ann Brandis, Manager of Finance*  
*Cr G Shadbolt, Shire President*  
*Torben Bendsten, DFES*

## **Officer Comment**

The cancellation of the Volunteer Bush Fire Brigade and the establishment of a Volunteer Fire and Emergency Services Unit offers the added benefit of Road Rescue which isn't a service able to be currently offered by Volunteer Bush Fire Brigades.

The change will see the Department of Fire Emergency Services (DFES) take over all aspects of the running of the new Unit which will include but not limited to formal ownership of all vehicles and



equipment as well as the lease and potential ownership of the existing Fire Shed situated in Strugnell Street, Mukinbudin.

The Community Bus is currently parked in the Fire Shed when not in use and the CEO has been given a verbal commitment from Torben Bendtsen that this practice will be allowed to remain under the proposed new structure.

### **Strategic & Social Implications**

The Mukinbudin community and road users throughout the district will receive the added benefit of Road Accident Rescue by way of a purpose built truck and suitable training to all Volunteers. The existing Mukinbudin Fire Service will be effectively unchanged with existing Members, Equipment and Vehicles remaining largely unchanged.

This matter has been considered and discussed several times by Council during the past three (3) years and Council has supported the change on several occasions prior to this final stage of deregistration.

### **Consultation**

Mr Torben Bendtsen - Acting District Officer Avon - Department of Fire & Emergency Services

Mr Phil Smith – Chief Fire Control Officer

Cr Gary Shadbolt – Shire President

### **Statutory Environment**

#### **Bush Fires Act 1954 – as amended**

#### 41. Bush fire brigades

- (1) For the purpose of carrying out normal brigade activities a local government may, in accordance with its local laws made for the purpose, establish and maintain one or more bush fire brigades and may, in accordance with those local laws, equip each bush fire brigade so established with appliances, equipment and apparatus.
- (2) A local government shall keep a register of bush fire brigades and their members in accordance with the regulations and shall register therein each bush fire brigade established by it under subsection (1) and each member of each such brigade.
- (2a) A local government is to notify the FES Commissioner as soon as practicable after any changes occur in any of the details required to be recorded in the register under subsection (2).
- (3) A local government may at any time cancel the registration of a bush fire brigade.

### **Policy Implications**

Nil

### **Financial Implications**

The cost of this change will be largely cost neutral and whilst Council will receive less from the Annual Emergency Services Levy (ESL) Council will also no longer be liable for any costs associated with the running of the Volunteer Bush Fire Brigade.

### **OFFICER RECOMMENDATION**

**Council Decision Number -**

**Moved:**

**Seconded:**

**That Council seek the formal cancellation of the registration of the Mukinbudin Town Volunteer Bush Fire Brigade under Section 41 (3) of the Bushfires Act 1954.**

**That the deregistration of the Volunteer Bush Fire Brigade come into effect upon the gazettal of the approval of the Mukinbudin Volunteer Fire and Emergencies Service Unit.**

**Carried: /**

<b>7.6.10 Mukinbudin CAFÉ – New Lease from 1<sup>st</sup> July 2018</b>	
Location:	17 Shadbolt Street, Mukinbudin
File Ref:	ADM 231
Applicant:	Dirk Sellenger – Chief Executive Officer
Date:	11 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger – Chief Executive Officer
Author:	Dirk Sellenger – Chief Executive Officer
Voting Requirements:	Simple Majority
Documents Attached:	Expressions of Interest x 2
Documents Tabled:	Nil

## **Statutory Environment**

### **5.23. Meetings generally open to public**

- (1) Subject to subsection (2), the following are to be open to members of the public —
  - (a) all council meetings; and
  - (b) all meetings of any committee to which a local government power or duty has been delegated.
- (2) If a meeting is being held by a council or by a committee referred to in subsection (1)(b), the council or committee may close to members of the public the meeting, or part of the meeting, if the meeting or the part of the meeting deals with any of the following —
  - (a) a matter affecting an employee or employees; and
  - (b) the personal affairs of any person; and
  - (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and
  - (d) legal advice obtained, or which may be obtained, by the local government and which relates to a matter to be discussed at the meeting; and
  - (e) a matter that if disclosed, would reveal —
    - (i) a trade secret; or
    - (ii) information that has a commercial value to a person; or
    - (iii) information about the business, professional, commercial or financial affairs of a person,
 where the trade secret or information is held by, or is about, a person other than the local government; and
  - (f) a matter that if disclosed, could be reasonably expected to —

- (i) impair the effectiveness of any lawful method or procedure for preventing, detecting, investigating or dealing with any contravention or possible contravention of the law; or
  - (ii) endanger the security of the local government's property; or
  - (iii) prejudice the maintenance or enforcement of a lawful measure for protecting public safety;
- and
- (g) information which is the subject of a direction given under section 23(1a) of the *Parliamentary Commissioner Act 1971*; and
  - (h) such other matters as may be prescribed.
- (3) A decision to close a meeting or part of a meeting and the reason for the decision are to be recorded in the minutes of the meeting.

#### **OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved: Cr**

**Seconded: Cr**

**That in accordance with section 5.23 (2) (a) of the Local Government Act 1995 that the meeting be closed to members of the Public as Agenda item 7.5.5 is deemed to be**

**(b) the personal affairs of any person;**

**Carried /**

<b>7.6.11 2017/2018 Pool Entry by Shire of Mt Marshall residents</b>	
Location:	Mukinbudin Aquatic Centre
File Ref:	ADM 064
Applicant:	Nil
Date:	11 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger – Chief Executive Officer
Author:	Dirk Sellenger – Chief Executive Officer
Voting Requirements:	Simple Majority
Documents Attached:	Nil
Documents Tabled:	Nil

### **Summary**

To allow Council to consider offering the Shire of Mt Marshall residents unlimited use of the Mukinbudin Aquatic Centre for the 2017/2018 Pool season.

### **Background Information**

The CEO understands the Shire of Mt Marshall aquatic centre will be inoperative in the 2017/2018 Pool season whilst the Shire of Mt Marshall determines what action to take with regards to aquatic centre facilities for its residents in the future.

### **Officer Comment**

The Shire of Mukinbudin has a close alignments with residents from the Shire of Mt Marshall and it is understood that residents of Mt Marshall were in the 16/17 financial year reimbursed the cost of pool entry within other Shires by the Shire of Mt Marshall due to the fact that a Pool was not available for use within their own Shire.



*Above: The Mukinbudin Aquatic Centre – 2017.*

### **Strategic & Social Implications**

A lot of businesses and families from the Mt Marshall Shire utilised the Mukinbudin facility in the 2016/2017 season and this additional utilisation of the Mukinbudin Aquatic Centre will likely have both direct and indirect benefits for the Shire of Mukinbudin and its local businesses.

### **Consultation**

Cr Gary Shadbolt – Shire President

### **Statutory Environment**

Nil

### **Policy Implications**

Nil

### **Financial Implications**

Council has made an allowance of \$355,369 to operate the Mukinbudin Aquatic facility in the 2017/2018 year. This amount includes \$222,514 of depreciation expenses which are “non cash”.

Council previously resolved to reduce the number of open days during the season from seven (7) to six (6) days and this reducing in service is expected to result in a savings of approximately \$13,000 when compared to the previous 16/17.

#### **OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved:**

**Seconded:**

**That the Shire of Mukinbudin advise the Shire of Mt Marshall that it is willing to offer all Residents and Ratepayers of the Shire of Mt Marshall unlimited and free Pool entry for the 2017/2018 Pool season, subject to the payment by the Shire of Mt Marshall to the Shire of Mukinbudin of \$11,000 inc GST.**

**Carried: /**

<b>7.6.12 Mukinbudin Police Housing - Government Regional Officer Housing (GROH)</b>	
Location:	Mukinbudin Townsite
File Ref:	ADM 231
Applicant:	Nil
Date:	12 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger – Chief Executive Officer
Author:	Dirk Sellenger – Chief Executive Officer
Voting Requirements:	Simple Majority
Documents Attached:	Nil
Documents Tabled:	Nil

### **Summary**

To allow Council to consider advising the Department of Housing of its concerns regarding Police Officer Housing within the Shire of Mukinbudin following the recent sale (April 2017) of a Police allocated house situated at 50 Maddock Street, Mukinbudin immediately West of the Mukinbudin Police Station.

### **Background Information**

Two houses have until recently been allocated for the purpose of Police Officer housing, for the Mukinbudin Station, these two residents are situated at 50 Maddock Street and 7 Cruickshank Street Mukinbudin.

The two current Police Officers based in Mukinbudin are a married couple and for this reason the older of the two Police residences situated at 50 Maddock Street was deemed surplus to requirements and sold earlier in the year.

When the current Officers leave Mukinbudin it is unlikely they will be replaced with another married couple and additional housing will be required for the second officer. The CEO was recently made aware of the fact the current Officer Tenure expires in September 2018 at which time it is likely the officers will be seeking to relocate so the need for additional housing is considered urgent.

### **Officer Comment**

Nil

### **Strategic & Social Implications**

The continued Police presence based in Mukinbudin is considered essential for our community and as one man Stations are no longer permitted by the State Government the fact that only one Police house is available in Mukinbudin is concerning for the future of Policing within the district and the CEO believes every effort should be made to encourage the building of a new residence within the Mukinbudin Townsite for the purpose of housing for the second Police Officer as a priority.



**Consultation**

Cr Gary Shadbolt – Shire President

**Statutory Environment**

Nil

**Policy Implications**

Nil

**Financial Implications**

Council has made allowance in the 2017/2018 Budget for the costs associated with the building of a new Police house within the Mukinbudin Townsite.

As is the case with the School Principals house, situated at 11 Cruickshank Street, Mukinbudin, the Shire may wish to build and own a new residence for the purpose of future Police Officer housing subject to the Shire entering into a suitable long term lease with the Department of Housing for future Government Regional Officer Housing.

**OFFICER RECOMMENDATION**

**Council Decision Number –**

**Moved:**

**Seconded:**

**That the Shire of Mukinbudin formally express its concerns to Regional WA Housing with regards to current housing stock within the Mukinbudin Townsite for future Police Officer housing.**

**Carried: /**

**\*LATE ITEM\***

<b>7.6.13 Mukinbudin Medical Centre Land Exchange – Deed Signing and Sealing</b>	
Location:	Mukinbudin Townsite
File Ref:	ADM 063
Applicant:	Nil
Date:	19 <sup>th</sup> September 2017
Disclosure of Interest:	Nil
Responsible Officer	Dirk Sellenger – Chief Executive Officer
Author:	Dirk Sellenger – Chief Executive Officer
Voting Requirements:	Absolute Majority
Documents Attached:	Deed of Agreement is included within the Agenda Item
Documents Tabled:	Nil

**Summary**

To allow Council to formally endorse the signing and sealing of the Land Exchange Deed with regards to the Mukinbudin Medical Centre.

**Background Information**

2017

THE STATE OF WESTERN AUSTRALIA  
ACTING THROUGH  
THE MINISTER FOR LANDS

AND

HEALTH MINISTERIAL BODY

AND

SHIRE OF MUKINBUDIN

AND

WA COUNTRY HEALTH SERVICE

---

AGREEMENT FOR ACQUISITION AND TRANSFER OF LAND

RESERVE 21635, MADDOCK STREET, MUKINBUDIN (LOT 168 ON DEPOSITED PLAN 193423 CLT 3110/86)

**AND**

10 and 12 Calder Street, Mukinbudin (Lot 66 on Deposited Plan 158625 CT 1189/449, and Lot 67 on Deposited Plan 158625 CT 1525 /95).

**Department of Planning, Lands and Heritage**

**Legal Services**

**140 William Street**

**PERTH WA 6000**

**Job 161641 File 01637-1936**

**This Agreement** is made on the                      day of                      2017

BETWEEN

The **STATE OF WESTERN AUSTRALIA** acting through the **MINISTER FOR LANDS**, a body corporate under the *Land Administration Act 1997*, care of the Department of Planning, Lands and Heritage, Level 2, 140 William Street, Perth, Western Australia (**State**)

**AND**

**HEALTH MINISTERIAL BODY** of care of Department of Health of 189 Royal Street East Perth Western Australia (**Health Ministerial Body**)

**AND**

**WA COUNTRY HEALTH SERVICE** of 189 Royal Street East Perth Western Australia (**WA Country Health Service**)

**AND**

**SHIRE OF MUKINBUDIN** of PO Box 67, Mukinbudin, Western Australia (**Shire**)

BACKGROUND

- A. The Shire is the registered proprietor of the Shire Land.
- B. The State Land is currently reserved for "Hospital Purposes" with a Management Order in favour of the Minister for Health in his capacity as the board of the hospitals known as the WA Country Health Service under the *Hospital and Health Services Act 1927*. Pursuant to section 240 of the *Health Services Act 2016*, the Health Ministerial Body became the management body of the State Land on 1 July 2016.
- C. The Minister for Health (being the Minister of the Crown responsible for administration of the Health Services Act 2016) established the WA Country Health Service pursuant to section 32 of the *Health Services Act 2016*. Pursuant to section 41(7) of the *Health Services Act 2016*, the Chief Executive has been authorised by the WA Country Health Service to execute this Deed on its behalf.
- D. The Existing Health Centre is located upon the State Land.
- E. The State requires the Shire Land for construction of the New Health Centre. Once the New Health Centre is operational the Existing Health Centre will be decommissioned.
- F. At the request of the Health Ministerial Body and the Shire, it is proposed to undertake the following actions at the following times and in the following manner:
  - (a) the Shire is to cede the Shire Land to the State immediately so that it can be revested as Crown land and management can be given to the WA Country Health Service for the construction of the New Health Centre; and
  - (b) upon the WA Country Health Service notifying the Shire and the State that the New Health Centre has been constructed and is fully operational, the State is to cancel the reservation of the State Land and transfer it in fee simple to the Shire.
- G. The State may, acting pursuant to section 11 of the LAA acquire land held in fee simple including by exchange and may transfer land in freehold under section 74 of the LAA.
- H. The value of the State Land is less than the value of the Shire Land but the State and the Shire have agreed that the State and the WA Country Health Service will not be liable to pay the difference in value.

- I. The Parties are intending to give effect to this transaction on the terms and conditions set out in this Agreement.

## OPERATIVE PART

### 1. Definitions, Interpretation AND THE STATE'S POWERS, RIGHTS AND DUTIES

#### 1.1 Definitions

In this Agreement, unless the context requires otherwise, the following words have the following meaning:

**Agreement Date** means the date of execution of this Agreement by the last party to this Agreement whose execution is necessary to make this Agreement binding on all parties.

**Business Day** means any day other than a Saturday, Sunday or State public holiday in Western Australia.

**Conditions Expiry Date** means the 1 January 2019.

**Contaminated** has the same meaning as that term is defined in the CSA, and **Contamination** is the state of being Contaminated.

**Crown** means the Crown in right of the State of Western Australia.

**CSA** means the *Contaminated Sites Act 2003*.

**Department** means the Department principally assisting the Minister for Lands in the administration of the LAA.

**Encumbrance** means a mortgage, charge, bill of sale, lien, pledge, easement, reservation, condition, positive covenant, restrictive covenant, memorial (and any conditions or statements contained in the memorial), building condition, writ, warrant, caveat (and the claims stated in the caveat) or other right or interest of any third party affecting the State Land or the Shire Land or any part of the State Land or the Shire Land.

**Environmental Laws** means all planning, environmental or contamination or pollution laws and any regulations, orders, directions, ordinances or requirements, permissions, permits or licences issued thereunder.

**Existing Health Centre** means the existing Mukinbudin health centre located upon the State Land which will be decommissioned once the New Health Centre has been constructed upon the Shire Land.

**GST** has the meaning given in section 195-1 of the GST Act.

**GST Act** means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for or amending that Act.

**GST law** has the meaning given in section 195-1 of the GST Act.

**LAA** means the *Land Administration Act 1997*.

**Minister for Lands** means the Minister for Lands, being a body corporate continued under section 7(1) of the LAA and being the Minister to whom the administration of the LAA is from time to time committed by the Governor.

**New Health Centre** means the new Mukinbudin health centre which will be constructed by the WA Country Health Service upon the Shire Land.

**New Health Centre Completion Date** means the date the construction of the New Health Centre has been completed and the New Health Centre is operational.

**Outgoings** means all rates, taxes, assessments, charges (including but not limited to charges for water consumption and fixed charges) and outgoings (periodic or otherwise) chargeable or payable in respect of the relevant land.

**Party** means the State or the Health Ministerial Body, WA Country Health Service or the Shire as the case requires.

**Parties** means the Shire and the Health Ministerial Body and the WA Country Health Service and the State.

**Register** has the same meaning as defined in the TLA.

**Registrar** means the Registrar of Titles appointed under section 7 of the TLA.

**Schedule** means the Schedule to this Agreement.

**Shire Land** means the land described in item 3 of the Schedule together with all buildings and improvements on that land.

**Shire's Conveyancer** means the person or persons nominated by the Shire to represent the Shire in relation to the State Land Settlement and the Shire Land Settlement.

**Shire Land Completion Date** means the date settlement of the Shire Land under this Agreement is actually effected.

**Shire Land Purchase Price** means the sum of \$22,000 inclusive of GST being the unimproved market value of the Shire Land valued by the Valuer General on 5 September 2016.

**Shire Land Settlement** means the settlement under clause 3.

**Shire Land Settlement Date** is the date being the later of:

- (a) the date that is 10 Business Days after the Agreement Date; or
- (b) any other date as agreed in writing between the State, the Minister for Health and the Shire from time to time.

**Shire Land Transfer** means a transfer of the Shire Land to the State in a form approved by the Registrar and acceptable to the TLA Agency for the purposes of registration under the TLA.

**Specified Encumbrance** means the Encumbrance listed in Item 2 of the Schedule

**State Land** means the land described in item 1 of the Schedule together with all buildings and improvements on that land.

**State Land Transfer Conditions** means the State Land transfer conditions set out in clause 4.2.

**State Land Completion Date** means the date settlement of the State Land under this Agreement is actually effected.

**State Land Purchase Price** means the sum of \$15,000 inclusive of GST being the unimproved market value of the State Land valued by the Valuer General on 5 September 2016.

**State Land Settlement Date** is the date being the later of:

- (a) the date that is 10 Business Days after the date that all of the State Land Transfer Conditions in clause 4 are satisfied; or

- (b) any other date as agreed in writing between the State, the Minister for Health and the Shire from time to time.

**State Land Transfer** means a transfer of the State Land to the Shire in a form approved by the Registrar and acceptable to the TLA Agency for the purposes of registration under the TLA.

**Taxable Supply** has the meaning given in section 195-1 of the GST Act.

**Tax Invoice** has the meaning given in section 195-1 of the GST Act.

**TLA** means the *Transfer of Land Act 1893*.

**TLA Agency** means the agency or department responsible for the registration of dealings relating to land in the register kept pursuant to the TLA, which at the date of this Agreement is the Western Australian Land Information Authority, trading as 'Landgate', 1 Midland Square, Midland, Western Australia.

**Valuer General** means the Valuer General of Western Australia, appointed under the *Valuation of Land Act 1978*.

## 2. InterpretATion

### 2.1 Interpretation

In this Agreement, unless the context otherwise requires:

- (c) headings, underlining and numbering are for convenience only and do not affect the interpretation of this Agreement;
- (a) words importing the singular include the plural and vice versa;
- (b) words importing a gender include every gender;
- (c) a reference to a thing includes a part of that thing;
- (d) references to parts, clauses and parties are references to parts and clauses of, and parties to, this Agreement;
- (e) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (f) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (g) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Agreement or of any part of this Agreement;
- (h) a reference to a party, if that party ceases to exist or is reconstituted, renamed or replaced, or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions;
- (i) a reference to a statute, regulation, proclamation, order, ordinance or by-law includes every statute, regulation, proclamation, order, ordinance or by-law varying, consolidating or replacing it, and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (j) a reference to "including" is to be read as "including, without limitation";
- (k) a reference in this Agreement to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and

- (l) words used in this Agreement which are not expressly defined in this Agreement but which are defined in the LAA, or the TLA, or the GST Act have the meaning given to them under the LAA or TLA or the GST Act as the case may be.

## **2.2 Exercise and performance of the State's powers and duties**

The Shire acknowledges that under the provisions of the LAA:

- (a) any right, duty or power conferred or imposed on the State under this Agreement may be exercised or performed by the Minister for Lands; and
- (b) the Minister for Lands may, under an instrument of delegation, delegate to a person any right, duty or power which this condition or this Agreement authorises or requires the Minister for Lands to exercise or perform.

## **2.3 Terms not to affect State's or Minister for Lands's rights or powers under the LAA**

The Shire agrees that the terms of this Agreement do not in any way affect, alter or derogate from the State's or the Minister for Lands' rights or powers under the LAA.

## **3. TRANSFER OF SHIRE LAND TO THE STATE**

### **3.1 Transfer of Shire Land**

The Shire, in consideration of the State promising to transfer the State Land to the Shire in accordance with clause 4.5, will cede the Shire Land to the State as at the Shire Land Settlement Date in accordance with the Shire Land Settlement process in clause 3.5.

### **3.2 Shire Land Encumbrances**

The ceding of the Shire Land to the State will be, other than Specified Encumbrances, free of all Encumbrances.

### **3.3 Settlement of the Shire Land and Settlement Place**

Settlement is to take place on the Shire Land Settlement Date at the offices of the Department in Perth or at Landgate in Perth or at any other place in Perth as the State appoints.

### **3.4 WA Country Health Services's obligations**

Prior to the Shire Land Settlement Date:

- (a) the WA Country Health Service will deliver to the State a bank cheque in payment of the following fees:
  - (i) *Document Preparation Fee (including GST) - \$135.00;*
  - (ii) *Document registration fees - \$168.70.*
- (b) The WA Country Health Service must, at the WA Country Health Services' cost, have this Agreement, once signed, assessed and endorsed by the Office of State Revenue with the payment of any duty payable under the *Duties Act 2008* and provide a copy of the endorsed Agreement to the State prior to the Shire Land Settlement.

### **3.5 Procedure at Shire Land Settlement**

- (a) On the Shire Land Settlement Date:

- (i) The State must deliver or cause to be delivered to the Shire:

- (A) A bank cheque for the GST payable on the consideration for the supply of the Shire Land based on the market value of the State Land;

- (ii) The Shire must deliver or cause to be delivered to the State;



- (A) the Shire Land Transfer duly executed by the Shire which has been endorsed with duty or endorsed as exempt from duty and duly executed by the Shire as transferor; and
- (B) the discharge of any Encumbrance registered against the Shire Land (other than any Specified Encumbrance) duly executed by the holder of the Encumbrance and in registrable form, together with payment for the registration fees payable to the TLA agency in respect of the discharge of any Encumbrance;
- (C) The Duplicate Certificate of Title for the Shire Land;
- (i) **A GST Tax Invoice for the Supply of the Shire Land based on the market value of the State Land.**
- (d) Immediately after Settlement the State will lodge for registration at the TLA Agency the Shire Land Transfer duly executed on behalf of the State to enable the Shire Land to be ceded to the State, together with all other documents relating to the discharge of Encumbrances.
- (b) The Parties will attend promptly to any requisition notices received from the TLA Agency.

#### **4. TRANSFER OF STATE LAND TO THE SHIRE**

##### **4.1 WA Country Health Services' Obligations**

Within 30 days following the New Health Centre Completion Date the WA Country Health Service shall:

- (a) notify both the State and the Shire in writing of the New Health Centre Completion Date; and
- (b) arrange for the Health Ministerial Body to notify the State that the Health Ministerial Body agrees to the revocation of Management Order G751934 in accordance with section 50(1)(a) LAA.

##### **4.2 Settlement of State Land Conditional upon Health Ministerial Body**

Subject to clause 4.3, the State Land Settlement under clause 4 is subject to and conditional upon the WA Country Health Service:

- (a) having constructed the New Health Centre upon the Shire Land; and
- (b) having notified the State and the Shire in accordance with clause 4.1(a);
- (c) arranging for the Health Ministerial Body to agree to the revocation of Management Order G751934 in accordance with clause 4.1(b).

by the Conditions Expiry Date.

##### **4.3 Benefit of Conditions and extension of dates**

The State Land Transfer Conditions are for the benefit of the Parties and cannot be waived by any Party but the Parties can agree in writing to extend the period for completion of the State Land Transfer Conditions or extend the State Land Settlement Date.

##### **4.4 Time of the essence**

Time is deemed to be of the essence for the purposes of satisfying the State Land Transfer Conditions.

##### **4.5 Transfer of the State Land**

Subject to satisfaction of the State Land Transfer Conditions, the State, in consideration of the Shire having ceded the Shire Land to the State under clause 3, will convey the State Land to the Shire in fee simple and on the State Land Settlement Date subject to clause 4.3 in accordance with the State Land Settlement processes in clause 4.7.

##### **4.6 Shire's obligations prior to State Land Settlement**

The Shire must at the Shire's cost, tender the State Land Transfer duly executed by the Shire to the State at least 7 Business Days prior to the State Land Settlement Date.

#### 4.7 Procedure at State Land Settlement

(a) **At the State Land Settlement:**

- (i) the State must deliver to the Shire:
  - (A) the discharge of any Encumbrance registered against the State Land (other than any Specified Encumbrance) duly executed by the holder of the Encumbrance and in registrable form;
  - (B) a GST Tax Invoice for the Supply of the State Land based on the market value of the Shire Land;
- (ii) **the Shire must deliver to the State:**
  - (A) a cheque for the GST payable on the consideration for the supply of the State Land based on the market value of the Shire Land;
  - (B) a bank cheque in payment of the following fees:
    - (1) *Document Preparation Fee (including GST) - \$135;*
    - (2) *Document registration fees - \$ 168.70.*
- (b) Immediately after Settlement the State will lodge for registration at the TLA Agency the State Land Transfer duly executed on behalf of the State to enable the State Land to be transferred to the Shire, together with all other documents relating to the discharge of Encumbrances.

#### 4.8 Certificate of Title for the State Land

The Shire acknowledges that:

- (a) a duplicate certificate of Crown land title for the State Land does not exist and will not be delivered by the State to the Shire or the Shire's Conveyancer at the State Land Settlement;
- (b) on the State Land Settlement Date a Certificate of Title for the State Land will not exist and the State is not obliged to produce to the Shire a duplicate Certificate of Title for the State Land at that date;
- (c) a Certificate of Title for the State Land will be created by the Registrar once the State Land Transfer has been registered in accordance with the provisions of the TLA where the Registrar will endorse on the Certificate of Title the particulars of all dealings and matters affecting the State Land as specified in, or effected by this Agreement and the State Land Transfer; and
- (d) unless the Shire has on the State Land Transfer requested the duplicate Certificate of Title for the State Land not to be issued, a duplicate Certificate of Title for the Land will be issued by the Registrar and forwarded to the issuing party as requested on the State Land Transfer.

#### 4.9 State to Notify Shire of Specified Encumbrances

The State may at any time notify the Shire of any covenants and easements which the State Land will be subject to and the State Land will be conveyed subject to those covenants and easements identified as a result of the satisfaction of the State Land Transfer Conditions in clause 4.2.

#### 4.10 State Land Encumbrances

The transfer of the State Land will be free of all Encumbrances other than Specified Encumbrances and the covenants and easements referred to in clause 4.9.

### 5. FAILURE TO SATISFY CONDITIONS

#### 5.1 Failure to satisfy State Land Transfer Conditions

Subject to clause 4.3, if the State Land Transfer Conditions are not satisfied on or before the Conditions Expiry Date:

- (a) and if the WA Country Health Service does not intend to construct the New Health Centre on the Shire Land and gives a notice stating this to the State, the State will transfer the Shire Land back to the Shire; or
- (b) if the WA Country Health Service does still intend to construct the New Health Centre on the Shire Land and gives a notice stating this to the State, there will be no obligation on the State to transfer the Shire Land back to the Shire.

and the provisions of this Agreement relating to transfer of the State Land to the Shire will have no further force or effect.

## **6. GENERAL SETTLEMENT PROVISIONS**

The Parties will attend promptly to any requisition notices received from the TLA Agency.

## **7. valuation of Shire land and state land**

### **7.1 Consideration**

The consideration for the conveyance of the State Land is the value of the Shire Land being ceded to the State and the consideration for the ceding of the Shire Land is the value of the State Land that is being conveyed to the Shire but it is agreed by the Shire that the State and the Minister for Health are not liable to pay the difference in value between the State Land and the Shire Land.

## **8. Valuation of shire land and state land**

### **8.1 Current valuation**

The State Land and the Shire Land have been valued by the Valuer General on 5 September 2016 to have a market value of:

- (e) State Land, \$15,000 inclusive of GST; and
- (b) Shire Land, \$22,000 inclusive of GST.

### **8.2 New Valuation**

(f) If:

- (i) *the State Land Settlement Date is not a date which is prior to; or*
- (ii) *the Shire Land Settlement and the State Land Settlement have not occurred*

*by the Conditions Expiry Date, the market value of the State Land and the Shire Land is to be reviewed and determined by the Valuer General, as outlined in subclause (b);*

- (b) the review by the Valuer General of the market value of the State Land and the Shire Land will be on the basis that the land in each case is in the same state and condition as it was in when the first valuation was conducted and a new valuation will be produced (New Valuation);
- (c) the Shire may engage an external valuer at the Shire's cost to value the State Land and the Shire Land and which valuation shall be provided to the State for onward transmission to the Valuer General for consideration;
- (d) the Parties are bound by the values of the State Land and the Shire Land determined by the New Valuation as final and binding and this Agreement is to be read as if varied by all necessary modifications to give effect to the values in the New Valuation;
- (e) the State will notify the Shire in writing of the New Valuation as soon as reasonably practical after the New Valuation is obtained.

## **9. POSSESSION AND RISK**

### **9.1 Possession**

- (g) The State will be entitled to, and the Shire will deliver to the State, possession of the Shire Land on the Shire Land Completion Date;
- (a) The Shire will be entitled to, and the State will deliver to the Shire, possession of the State Land on the State Land Completion Date.

## 9.2 Risk

Despite any rule of law or equity to the contrary:

- (h) the Shire Land is at the risk of the State on and from the Shire Land Completion Date or from the time the State has possession of the Shire Land, whichever is the earliest; and
- (a) the State Land is at the risk of the Shire on and from the State Land Completion Date or from the time the Shire has possession of the State Land, whichever is the earliest.

## 10. outgoings

- (a) The Shire is responsible for all Outgoings relating to the Shire Land up to the earlier of the State taking possession of the Shire Land or the Shire Land Completion Date.
- (b) There will be no apportionment or adjustment of Outgoings at the Shire Land Settlement or the State Land Settlement.
- (c) The State Land, being Crown land, is not subject to Outgoings but after the State Land Completion Date, the Shire is liable for the payment of all Outgoings chargeable or payable in respect of the State Land.

## 11. General Provisions about the land

### 11.1 The Shire's acknowledgments about the State Land

The Shire acknowledges and agrees that:

- (i) The transfer of the State Land will be on an "as is" basis;
- (j) no warranty or representation has been given or made to the Shire or anyone on the Shire's behalf by the State or the Minister for Lands or the Health Ministerial Body or any other person on the State or Minister for Lands or Health Ministerial Body's behalf as to:
  - (i) *the title of the State Land;*
  - (ii) *whether there exists any contamination, pollution or other environmental harm affecting the State Land;*
  - (iii) *any order or requisition affecting the State Land;*
  - (iv) *the condition or state of repair of the State Land or any part of the State Land;*
  - (v) *the condition or state of repair of any improvements on the State Land;*
  - (vi) *the suitability of the State Land for any use or purpose whatsoever; and*
  - (vii) *whether there are public utility services such as power, water, sewerage, telecommunications, on or available to the State Land;*
  - (viii) *the statutory fees referred to in clauses 3.4(a) and 4.7(a)(ii)(B) are fees determined by other agencies, which are outside the control of the State. The State will notify the Shire of any increase in fees which increase shall be the responsibility of the Shire and payable by the Shire at the same time as the fee would otherwise have been payable or on demand whichever is the later.*
- (k) the Shire has relied on its own inspection and enquiry in respect of all matters relating to the State Land, including the matters set out in subclauses (a) and (b); and

- (l) the Shire is not entitled to make any claim for compensation, or to rescind this Agreement in respect of the matters referred to above or the lack of services to the State Land or the location of any services within the State Land.

#### 11.2 **Planning and other matters**

The Shire acknowledges that the State Land is sold subject to the provisions of any town planning scheme, zoning by-laws and other laws affecting the State Land.

#### 11.3 **Release by the Shire**

The Shire hereby releases and will keep released the Minister for Lands, the Health Ministerial Body, the WA Country Health Service and the State of Western Australia (including its departments and agencies) and their respective employees, officers and agents from all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the matters referred to in clauses 11.1 and 11.2 including claims, actions, loss, damage, liability, costs and expenses relating to the State Land.

#### 11.4 **Requisitions on title**

None of the Parties are entitled to make any objection to or requisition on the title to the Shire Land or the State Land, as the case may be.

#### 11.5 **Clause Continuance**

This clause 11 and the matters in it continue after the State Land Settlement.

### 12. **Default and termination**

#### 12.1 **Default**

- (a) Except as otherwise specifically provided in this Agreement, no Party is entitled to terminate this Agreement on the ground of any of the other Parties' default in performing or observing any obligation imposed on that other Party under this Agreement, unless:
  - (i) *the Party not in default has first given to the Party in default a written notice specifying the default complained of, which notice shall require that the default be remedied within the period stipulated in that notice; and*
  - (ii) *the Party not in default has given to the other Party not in default a copy of the notice referred to in sub-clause (i) above; and*
  - (iii) *the Party in default fails to remedy the default within the period stipulated in that notice.*
- (b) The period stipulated in the written notice referred to in subclause (a)(i) will not be less than 5 Business Days.
- (c) The giving of a notice under this clause does not prejudice the right of either party to give a further notice under this clause.

#### 12.2 **Termination of Agreement**

If any Party is in default in performing or observing any obligation imposed on it or them under this Agreement (and it has not been remedied as provided in clause 12.1) or repudiates this Agreement (defaulting party), then the Party not in default or the non-repudiating Party, may proceed to take or recover possession of its or their land and terminate this Agreement by giving notice to the defaulting Party and any other Party and will be at liberty to re-sell its or their land and there will be no further claim under this Agreement by any Party against the other(s) at law or in equity.

### 13. **Caveats**

If a caveat is lodged against the certificate of title for the Shire Land before the Shire Land Settlement Date or against the certificate of Crown land title for the State Land before the State Land Settlement Date

and the State or the Shire, as the case may be, is unable to produce at the State Land Settlement or the Shire Land Settlement, a withdrawal of the caveat, despite any other clause in this Agreement:

- (a) the Party whose land is affected by the caveat (affected party) may by written notice to the other Party extend the Shire Land Settlement Date or the State Land Settlement Date as the case may be by such period not exceeding 28 days or such other period as the State and the Shire may agree in writing to attempt to cause the caveat to be withdrawn, removed or lapsed from the Register; and
- (b) if the affected party, for whatever reason, cannot cause the caveat to be withdrawn, removed or lapsed from the Register on or before the extended Shire Land Settlement Date or the State Land Settlement Date under sub-clause (a) above, this Agreement will be deemed to have come to an end subject to clause 5.1 and there will be no further claim under this Agreement by any Party against the other(s) at law or in equity.

#### 14. Miscellaneous

##### 14.1 Notices

- (a) Any notice given or required to be given under this Agreement must be in writing addressed as shown below;
  - (i) ***if to the State:***

The Department of Planning, Lands and Heritage  
Level 2, 140 William Street  
PERTH WA 6000  
Attn: Manager, Goldfields Esperance Wheatbelt  
Facsimile: (08) 655 24417
  - (i) ***if to the Health Ministerial Body or WA Country Health Service:***

The Department of Health  
189 Royal Street  
EAST PERTH WA 6004  
Attn: Manager, Land and Property, Health Infrastructure Unit
  - (ii) ***if to the Shire, to the Shire's address shown in this Agreement (or to any other address specified by the Shire to the Department by notice).***
- (b) A notice served on the Shire's Conveyancer in accordance with this clause will be treated for all purposes as if the notice had been served on the Shire.
- (c) A Notice:
  - (i) ***must be signed by the sender or an officer of, or under the common seal, of the sender or by the sender's authorised representative (as the case may be);***
  - (ii) ***is to be regarded as being given by the sender and received by the addressee:***
    - (A) if by delivery in person, when delivered to the addressee;
    - (B) if by post (which posting must be by pre-paid security post), 3 Business Days from and including the date of posting to the addressee; and
    - (C) if by facsimile transmission:
      - (1) ***on the date the notice or communication is transmitted in its entirety by a facsimile machine; and***

- (2) *that facsimile machine produces a transmission report which indicates that the facsimile was sent in its entirety to the facsimile number of the addressee,*

but if the delivery or transmission by facsimile is on a day which is not a Business Day or is after 5.00 p.m. (addressee's time) it is to be regarded as being given at 9.00 a.m. (addressee's time) on the next succeeding Business Day; and

- (iii) *can be relied upon by the addressee, and the addressee is not liable to any other person for any consequences of that reliance if the addressee believes it to be genuine, correct and authorised by the sender.*

## 1.2 **Governing Law**

This Agreement is to be governed by, and construed according to, the laws of Western Australia.

## 1.3 **Severability**

- (b) **If a condition, covenant or stipulation of this Agreement or the application of them to a person or circumstances is, or becomes, invalid or unenforceable the remaining** covenants, conditions and stipulations are not to be affected by the invalidity or enforceability, and each covenant, condition and stipulation of these is Agreement will be valid and enforceable to the fullest extent permitted by law.
- (c) Clause 12.3(a) has no effect if the severance alters the substance of this Agreement or is contrary to public policy.

## 14.2 **Assignment**

The Shire may not assign its rights under this Agreement without the prior written consent of the Minister for Lands, the WA Country Health Service and the Health Ministerial Body, which consent may be withheld in the absolute discretion of the Minister for Lands, the WA Country Health Service and Health Ministerial Body.

## 14.3 **Waiver and Variation**

A provision of, or a right created under, this Agreement may not be:

- (a) **waived except in writing signed by the Party granting the waiver; or**
- (b) **varied except in writing signed by all Parties.**

## 14.4 **Further Assurances**

The Minister for Lands on behalf of the State, and the Health Ministerial Body and WA Country Health Service and the Shire agree to sign, execute and complete all further assurances and documents and to do all things reasonably required to complete the matters set out in, or contemplated by, this Agreement.

## 14.5 **Legal Costs**

Each Party is to pay its own solicitor's costs in respect of this Agreement and the completion of this Agreement.

## 15. **Goods and Services Tax**

### 15.1 **GST payable**

The consideration for a Supply under this Agreement is exclusive of any GST imposed on the supply.

### 15.2 **Warranty that the Shire is registered for GST**

The Shire warrants that:

- (m) it is registered for GST pursuant to the GST Act;

- (a) the supply by it of the Shire Land is a Taxable Supply and a Tax Invoice will be issued by it to the State for the supply of the Shire Land based on the market value of the State Land as set out in clause 3.5(iii) prior to or at the Shire Land Settlement; and

if any of the information set out in subclauses (a) or (b) changes prior to the State Land Settlement such that the supply of the Shire Land by it is not a Taxable Supply then it will immediately advise the State of this.

**15.3 Tax Invoice for Supply of State Land**

The State agrees that the supply of the State Land is a Taxable Supply and a Tax Invoice will be issued to the Shire for the supply of the State Land based on the market value of the Shire Land as set out in clause 4.7(a)(B) prior to or at the State Land Settlement.

**15.4 Notification is conclusive**

A written notification given to the recipient by the supplier of the amount of GST that the supplier is liable to pay on a Taxable Supply made or to be made under this Agreement is conclusive between the Parties except in the case of an obvious error.

**15.5 The recipient must pay GST at Settlement**

The recipient must pay to the supplier the amount of the GST that the supplier is liable to pay for a Taxable Supply under this Agreement at the State Land Settlement and the Shire Land Settlement.



**EXECUTED by the parties as a deed.**

**Signed** for the **STATE OF WESTERN AUSTRALIA**  
for and on behalf of the **MINISTER FOR LANDS** by

\_\_\_\_\_

\_\_\_\_\_  
(print full name)

\_\_\_\_\_  
(position title)

Department of Planning, Lands and Heritage  
pursuant to a delegation of the Minister for Lands'  
powers under section 9 of the *Land Administration Act 1997*  
in the presence of:

\_\_\_\_\_

\_\_\_\_\_  
(print full name)

<b>THE COMMON SEAL OF</b>	]	
<b>SHIRE OF MUKINBUDIN</b>	]	
WAS HEREUNTO AFFIXED IN THE	]	
PRESENCE OF:	]	

\_\_\_\_\_  
MAYOR/SHIRE PRESIDENT\*

\_\_\_\_\_  
NAMES OF MAYOR/SHIRE PRESIDENT (PRINT)\*

\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER

\_\_\_\_\_  
NAMES OF CHIEF EXECUTIVE OFFICER (PRINT)

\*DELETE WHICHEVER IS NOT APPLICABLE

Signed by Jeffrey Moffet, Chief Executive, )  
for and on behalf of the **WA Country** )  
**Health Service** in accordance with Section 41) )  
of the *Health Services Act 2016* )  
in the presence of: )

Signature  
Date

\_\_\_\_\_  
Witness sign

\_\_\_\_\_  
Witness Print Full Name

\_\_\_\_\_  
Witness Print Address

\_\_\_\_\_  
Witness Print Occupation

Signed for and on behalf of the )  
**HEALTH MINISTERIAL BODY** by )  
\_\_\_\_\_) )  
(Print full name) )  
the officer duly authorised )  
by the Body pursuant to section 12(5) )  
of the *Health Services Act 2016* for that )  
purpose in the presence of )

\_\_\_\_\_  
(Signature)  
Director Health Infrastructure Unit

\_\_\_\_\_  
Witness signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Occupation

## **SCHEDULE**

### **ITEM 1 STATE LAND**

LOT 168 ON DEPOSITED PLAN 193423, BEING KNOWN AS RESERVE 21635, AND BEING THE LAND COMPRISED IN CERTIFICATE OF CROWN LAND TITLE VOLUME 3110 FOLIO 86.

### **ITEM 2 SPECIFIED ENCUMBRANCES**

- (a) State Land - Nil and
- (b) Shire Land - Nil.

### **ITEM 3 SHIRE LAND**

Lot 66 on Deposited Plan 158625 being the land contained in Certificate of Title Volume 1189 Folio 449  
and  
Lot 67 on Deposited Plan 158625 being the land comprised in Certificate of Title Volume 1525 Folio 95.

### **Officer Comment**

This matter has previously been discussed on several occasions by the Council and in summary, the Shire of Mukinbudin purchased and demolished an old residence and agreed to give this land to the State with the understanding a land exchange would be done to allow the Shire to obtain the current Medical Centre once the new facility is complete.

Council needs to give some thought about the possible future use of the current (old) Medical Centre however this isn't a decision for Council at this stage.

### **Strategic & Social Implications**

The new Medical Centre is considered essential for the Community of Mukinbudin and the assistance with regards to this project by way of the Shire land exchange was entered into by the Shire to assist with the process. Whilst this is a full State Government process it is considered an excellent example of State and Local Governments working together to achieve the desired result, in this case in the form of a new Medical Centre in Mukinbudin.

### **Consultation**

Cr Gary Shadbolt – Shire President

### **Statutory Environment**

Nil

### **Policy Implications**

Nil

### **Financial Implications**

An extract from the Deed follows:

#### **15.6 Current valuation**

The State Land and the Shire Land have been valued by the Valuer General on 5 September 2016 to have a market value of:

- a) State Land, \$15,000 inclusive of GST; and
- b) Shire Land, \$22,000 inclusive of GST.

Council has made no allowance for costs associated with the transfer of Land in the 2017/2018 Budget document and any costs are expected to be of minimal value and have no serious or negative impact to the day to day operations of the organisation.

### **OFFICER RECOMMENDATION**

#### **Council Decision Number –**

**Moved:**

**Seconded:**

**That Council formally endorse the Actions of the Shire President and Chief Executive Officer signing and sealing the land exchange deed, agreement for acquisition and transfer of land reserve 21635, Maddock Street, Mukinbudin (lot 168 on deposited plan 193423 clt 3110/86) And 10 and 12 Calder Street, Mukinbudin (Lot 66 on Deposited Plan 158625 CT 1189/449, and Lot 67 on Deposited Plan 158625 CT 1525 /95).**

**Carried: /**

## 8. Information Report

8.1 Please refer to Correspondence and Information Report submitted as a separate attachment

## 9. Elected Members Motions of which previous notice has been given

9.1 Nil

## 10. Urgent Business without notice (with the approval of the president or meeting)

10.1 Nil

## 11. Important Dates

11.1 Dates to Remember

ANNUALLY	
Date	Details
January	No Council Meeting in January
February	Chief Executive Officer and Works Supervisor to inspect all plant evaluate and/or amend its plant replacement programme for recommendation to Council. Audit Committee to review Statutory Compliance Return, meet with Auditor and report to next full Council meeting Local Government Compliance Return 1 January to 31 December each year. Community Strategic Plan, Long Term Financial Plan and Asset Management Plans – commence review process (Every two years)
March	Buildings inspection Shire buildings with Property Manager and report to Council's March or April meeting Roads Inspection – Annual Road inspections to prioritise items of roadwork's for forthcoming year. Councillors to present road proposals to CEO for consideration prior to this inspection. Complete review of Annual Budget (FM Regulations (33A) Completion of Statutory Compliance Audit Return (LG Act 7.13, Audit Regulations 13-15) to be sent to Department of Local Government prior to 31 March. Arrange AGM Bush Fire Advisory Committee meeting with Chief Bush Fire Control Officer for April
April	Present any items Councillors or Community requests for Budget inclusion – Community & Recreation Grant Forms. (Advertise) Undertake Review of Delegation of Authority Register to Committee and CEO.(written confirmation to staff concerned) CEO to commence a full review of Delegations Register Policy / Procedures Manual Review – CEO to commence review process by including as last item on Council Agenda (if necessary)
May	Undertake Staff Annual Performance Reviews. National Volunteer Week Send out recoups of roads and other projects so grant funding can be received by 30 June Review Councils Fees and Charges for all Council services and facilities including rubbish service and charges MF to review and renew Council's insurance policies with LGIS
June	Sitting fees – Reminder to Councillors re: forthcoming years fees FOI Return (Note: not necessary if Nil return) FOI Statement – Review this month Works Supervisor to provide comments on RRG Submissions, which are due to go to Council in the August meeting. MF to conduct a Finance & Audit Committee meeting and meet with Auditor as per Committee Roles Council's Audit Committee to meet to discuss Interim Audit Every 4 years Financial Management Review due before 30 June WALGA Local Government Convention deadline for nominations 30 June each year – Public Interest Disclosure Return to be submitted for previous period 1/7 to 30/6. Chief Executive Officer's performance and remuneration review – commence this month
July	Draft Budget submitted by Chief Executive Officer and Manager of Finance Councillors and Senior Staff issued with Annual Interest Returns for completion CEO performance review
August	Councillors and Senior Staff – reminder of Annual Financial Interest Return to be completed to CEO prior to 31 August Completion/Adoption of budgets (absolute majority). Send copy to Department of Local Government within 30 days (LG Act 6.2, FM Regulations 33) Resolution regarding timing of Annual Electors Meeting

September	Completion of Annual Financial Report & submitted to Auditor. AFR sent Dept. of Local Government within 30 days (LG Act 6.5, FM Regulations 5.1)
October	Review of Council's Code of Conduct – Section 5.103 (if unable to complete full review at this meeting discuss with Council the need to convene a Special Meeting to finalise review at this meeting or simply complete review at December Ordinary Meeting) Local Govt is to review its Code of Conduct within 12 months after each ordinary election day & make such changes to the code as appropriate. Advise Council in the October Information Bulletin of the time, date and venue for the annual staff end of year function. Special Meeting (Election Years Only) advertise special meeting to swear in Councillors, Elect President, Deputy President, Committee etc. for Monday immediately after the Saturday elections.
November	Pensioner rates rebate claim to be lodged Call for nominations for Shire of Mukinbudin Citizens of the Year (Australia Day)
December	Annual Financial Report – Acceptance by Council within two months of receipt of the Auditors report Newsletter & Local Newspaper – advertise date, time and venue of all Council and Committee meetings for next calendar year (with delegated authority, if any) (S.5.251 (g) & Reg 12). Council's Audit Committee to meet to discuss Final Audit Report and Management Letter. Close of nominations for Shire of Mukinbudin Citizens of the Year (Australia Day)

## **12. Closure of Meeting**

**12.1 The Chairperson to declare the meeting closed at    pm.**