



**AGENDA FOR THE
ORDINARY COUNCIL MEETING
TO BE HELD ON
WEDNESDAY
14 September 2015**

SHIRE OF MINGENEW



Shire of Mingenew

Ordinary Council Meeting Notice Paper

14 September 2015

Madam President and Councillors,

An ordinary meeting of Council is called for Monday, 14 September 2015, in the Council Chambers, Victoria Street, Mingenew, commencing at 4.00 pm.

Martin Whitely
Chief Executive Officer

11 September 2015

MINGENEW SHIRE COUNCIL

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Mingenew Shire Council for any act, omission or statement or intimation occurring during Council/Committee meetings or during formal/informal conversations with staff. The Mingenew Shire Council 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 occurring during Council/Committee meetings or discussions. Any person or legal entity that acts or fails to act in reliance upon any statement 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 limitation of approval made by a member or officer of Mingenew Shire Council during the course of any meeting is not intended to be and is not taken as notice of approval from the Mingenew Shire Council. The Mingenew Shire Council warns that anyone who has an application lodged with the Mingenew Shire Council must obtain and only should rely on **WRITTEN CONFIRMATION** of the outcome of the application, and any conditions attaching to the decision made by the Mingenew Shire Council in respect of the application.

CHIEF EXECUTIVE OFFICER
11 SEPTEMBER 2015



SHIRE OF MINGENEW
WRITTEN DECLARATION OF INTEREST IN MATTER BEFORE COUNCIL



Chief Executive Officer
Shire of Mingenew
PO Box 120
MINGENEW WA 6522

Dear Sir/Madam,

Re: Written Declaration of Interest in Matter before Council

I, (1) _____ wish to declare an interest in
the following item to be considered by Council at its meeting to be held on
(2) _____

Agenda Item (3)

The type of interest I wish to declare is (4)

- Financial pursuant to Section 5.60A of the Local Government Act 1995
- Proximity pursuant to Section to 5.60B of the Local Government Act 1995
- Indirect Financial pursuant to Section 5.61 of the Local Government Act 1995
- Impartiality pursuant to regulation 11 of the Local Government (Rule of Conduct) Regulations 2007

The nature of my interest is (5)

The extent of my interest is (6)

I understand that the above information will be recorded in the minutes of the meeting and recorded in the Financial Interest Register.

Yours faithfully,

Signed

Date

1. Insert Name
2. Insert the date of the Council Meeting at which the item is to be considered.
3. Insert the Agenda Item Number and Title.
4. Tick box to indicate type of interest.
5. Describe the nature of your interest.
6. Describe the extent of your interest (if seeking to participate in the matter under S. 5.68 of the Act).

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SHIRE OF MINGENEW

AGENDA FOR ORDINARY MEETING OF COUNCIL TO BE HELD IN COUNCIL CHAMBERS ON 14 September 2015 COMMENCING AT 4.00pm

- 1.0 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS**
- 2.0 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE**
- 3.0 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**
- 4.0 PUBLIC QUESTION TIME/PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**
- 5.0 APPLICATIONS FOR LEAVE OF ABSENCE**
- 6.0 DECLARATIONS OF INTEREST**
- 7.0 CONFIRMATION OF PREVIOUS MEETING MINUTES**
 - 7.1.1 ORDINARY MEETING HELD 19TH AUGUST, 2015*
 - 7.1.2 AUDIT COMMITTEE MEETING HELD 19TH AUGUST, 2015*
- 8.0 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION**
- 9.0 OFFICERS REPORTS**

9.2 FINANCE

9.2.1 FINANCIAL STATEMENTS FOR PERIOD ENDING 31ST AUGUST 2015

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0304
Date: 2nd September 2015
Author: Nita Jane, Manager Finance and Administration
Senior Officer: Martin Whitely, Chief Executive officer

Summary

The Monthly Statement of Financial Activity report for the period ending 31st August 2015 is presented to Council for adoption.

Attachment

Finance Report for period ending 31st August 2015.

Background

The Monthly Financial Report to the 31st August 2015 is prepared in accordance with the requirements of the Local Government Act and the Local Government (Financial Management) Regulations and includes the following:

- Statement of Financial Activity by Nature & Type
- Statement of Financial Activity by Program
- Statement of Capital Acquisitions and Capital Funding
- Explanation of Material Variances
- Net Current Funding Position
- Cash and Investments
- Budget Amendments
- Receivables
- Cash Backed Reserves
- Capital Disposals
- Rating Information
- Information on Borrowings
- Grants & Contributions
- Trust

Comment

SUMMARY OF FUNDS – SHIRE OF MINGENEW	
Municipal Account	177,190
Business Cash Maximiser (Municipal Funds)	1,266,067
Trust Account	137,977
Mid-West Regional Council Trust Account	0
Reserve Maximiser Account	272,657

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered. The following remains outstanding as at 31st August 2015:

Amount	Current	30+ Days	60+ Days	90+ Days	TOTAL
	58,423	5,131	21,041	2,919	87,514

Rates Outstanding at 31st August 2015 were:

	Current	Arrears	TOTAL
Rates	656,187	29,753	685,940
Rubbish	15,744	0	15,744
TOTAL	671,931	29,753	701,684

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2015 / 2016 financial year.

Consultation

Chief Executive Officer
Senior Finance Officer

Statutory Environment

Local Government Act 1995 Section 6.4

Local Government (Financial Management) Regulations 1996 Section 34

34. Financial activity statement required each month (Act s. 6.4)

(1A) In this regulation —

committed assets means revenue unspent but set aside under the annual budget for a specific purpose.

- (1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —
 - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c); and
 - (b) budget estimates to the end of the month to which the statement relates; and
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and
 - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and
 - (e) the net current assets at the end of the month to which the statement relates.
- (2) Each statement of financial activity is to be accompanied by documents containing —
 - (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and
 - (b) an explanation of each of the material variances referred to in subregulation (1)(d); and
 - (c) such other supporting information as is considered relevant by the local government.
- (3) The information in a statement of financial activity may be shown —
 - (a) according to nature and type classification; or
 - (b) by program; or
 - (c) by business unit.

- (4) A statement of financial activity, and the accompanying documents referred to in subregulation (2), are to be —
 - (a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and
 - (b) recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.

Policy Implications

Nil

Financial Implications

Financial implications are outlined in comments.

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.1
--

That the Monthly Statement of Financial Activity for the period 1st July 2015 to 31st August 2015 be received.

SHIRE OF MINGENEW
MONTHLY FINANCIAL REPORT
For the Period Ended 31 August 2015

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

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Shire of Mingenew

Compilation Report

For the Period Ended 31 August 2015

Report Purpose

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996, Regulation 34*.

Overview

Summary reports and graphical progressive graphs are provided on page 3, 4 and 5.
No matters of significance are noted.

Statement of Financial Activity by reporting program

Is presented on page 6 and shows a surplus as at 31 August 2015 of \$2,145,101.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary.

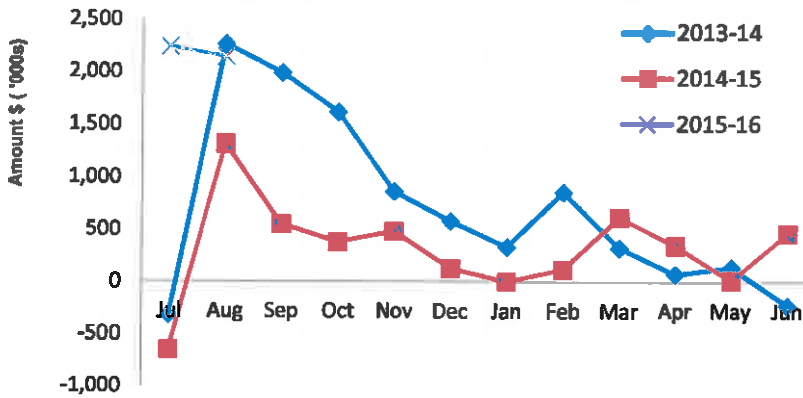
Preparation

Prepared by: Martin Whitely
Reviewed by:
Date prepared: 8/07/2015

Shire of Mingenew

Monthly Summary Information
For the Period Ended 31 August 2015

Liquidity Over the Year (Refer Note 3)



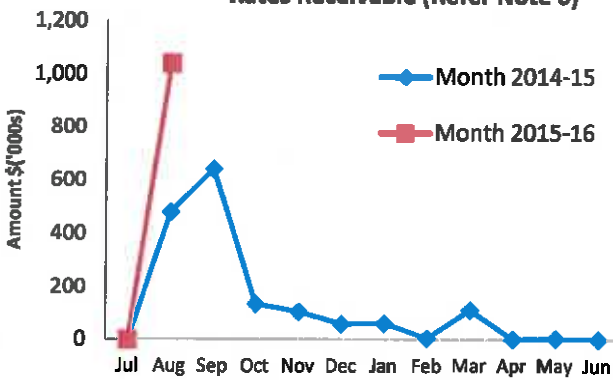
**Cash and Cash Equivalents
as at period end**

Unrestricted	\$ 1,184,114
Restricted	\$ 604,291
	\$ 1,788,406

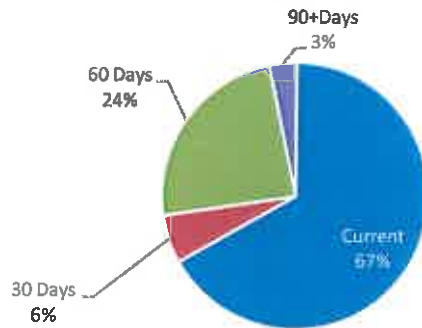
Receivables

Rates	\$ 714,542
Other	\$ 87,514
	\$ 802,056

Rates Receivable (Refer Note 6)



**Accounts Receivable Ageing (non-rates)
(Refer Note 6)**

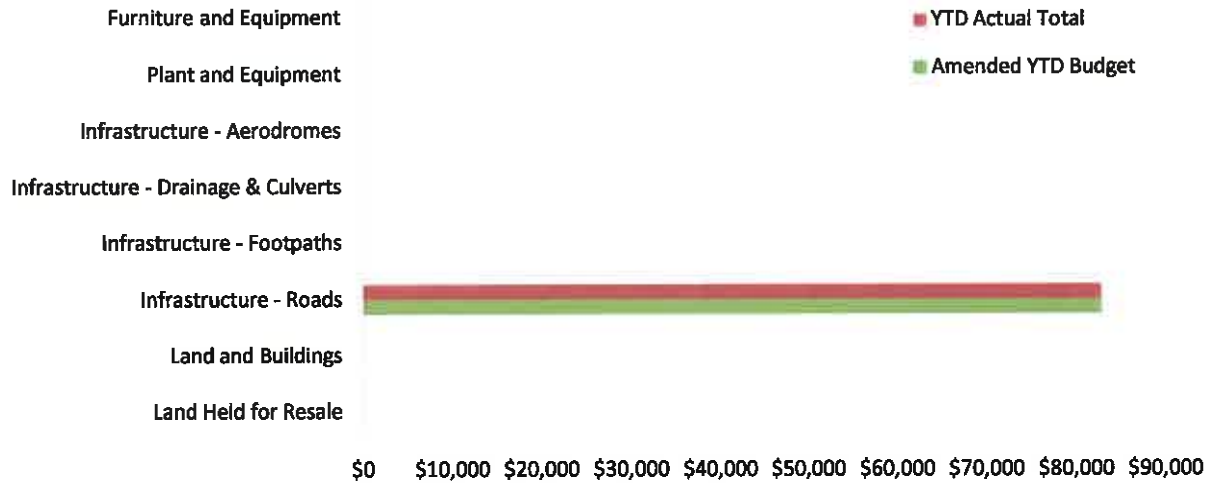


Comments

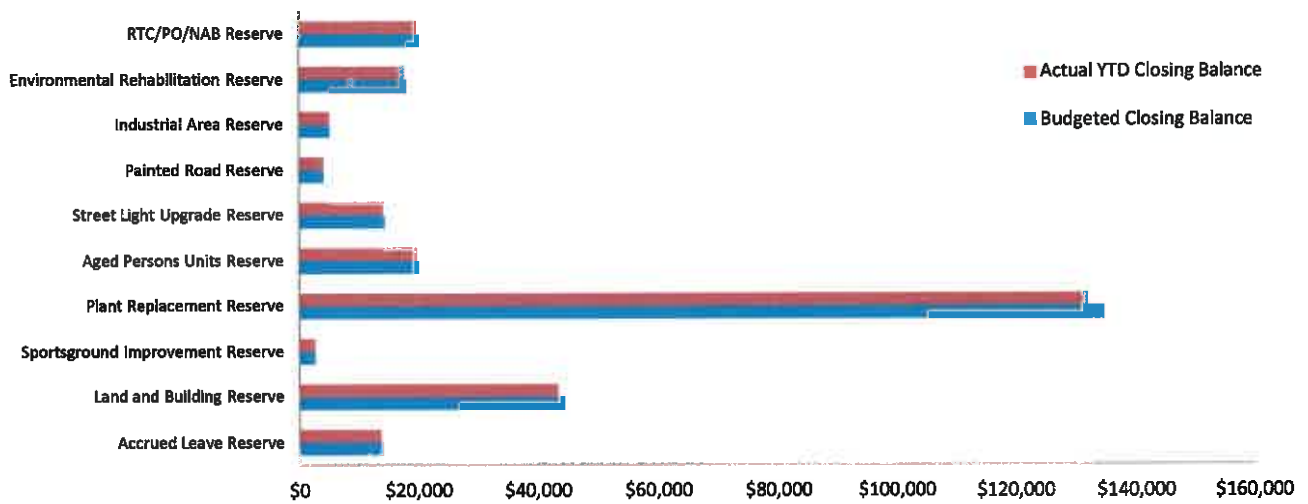
This information is to be read in conjunction with the accompanying Financial Statements and notes.

Shire of Mingenew
 Monthly Summary Information
 For the Period Ended 31 August 2015

Capital Expenditure Program YTD (Refer Note 13)



Year To Date Reserve Balance to End of Year Estimate (Refer Note 7)



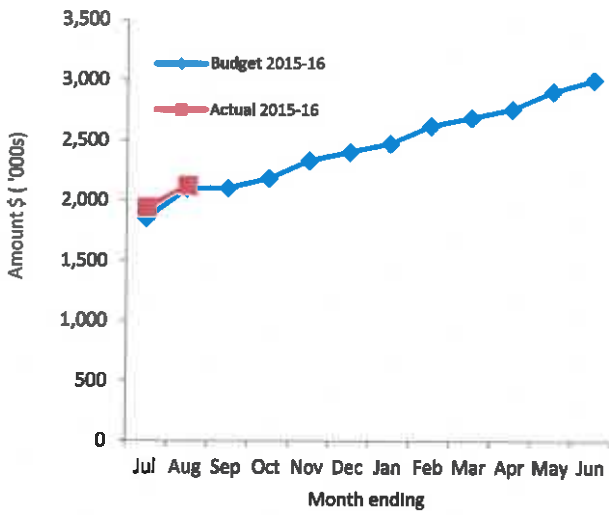
Comments:

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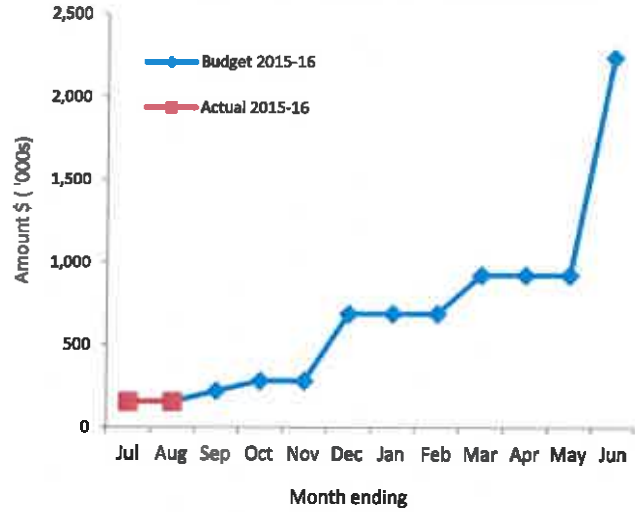
Shire of Mingenew
Monthly Summary Information
 For the Period Ended 31 August 2015

Revenues

Budget Operating Revenues -v- Actual (Refer Note 2)

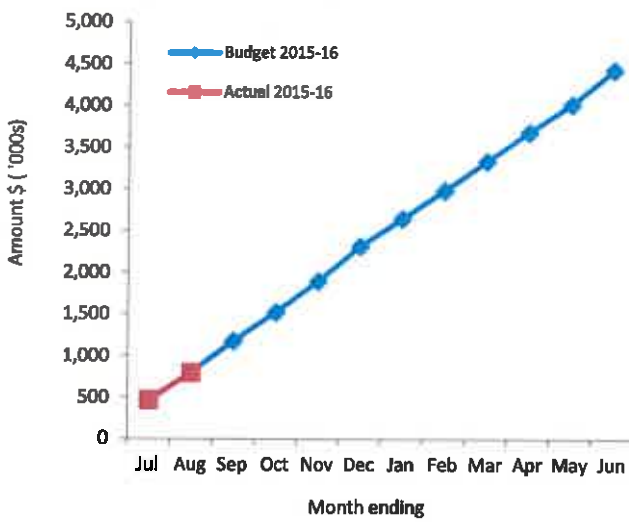


Budget Capital Revenue -v- Actual (Refer Note 2)

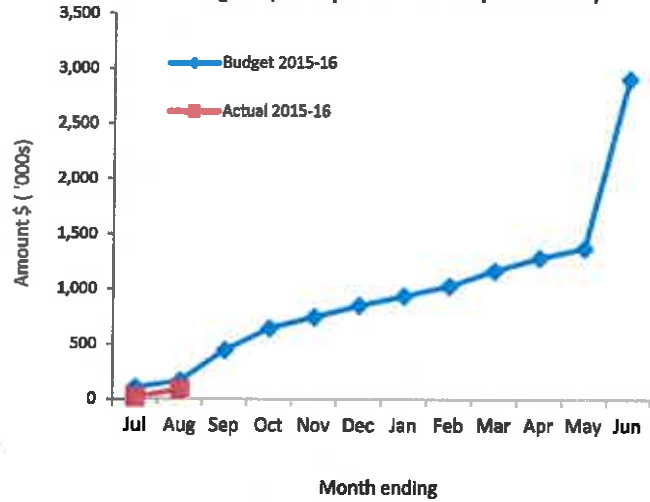


Expenditure

Budget Operating Expenses -v- YTD Actual (Refer Note 2)



Budget Capital Expenses -v- Actual (Refer Note 2)



Comments

This information is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF MINGENEW
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 31 August 2015

	Note	2015/16 Forecast Budget	2015/16 Original Budget (A)	2015/16 YTD Budget (B)	2015/16 YTD Actual (C)	Var. \$ (C)-(A)	Var. % (C)-(A)/(A)	Var.
Operating Revenues								
General Purpose Funding		2,083,128	2,083,128	1,831,593	1,822,067	(9,526)	(0.52%)	
Governance		12,564	12,564	752	2,158	1,406	187.01%	
Law, Order and Public Safety		33,780	33,780	4,890	500	(4,390)	(88.78%)	
Health		1,000	1,000	166	0	(166)	(100.00%)	
Education and Welfare		5,280	5,290	880	542	(338)	(38.43%)	
Housing		117,343	117,343	19,552	17,920	(1,632)	(8.35%)	
Community Amenities		86,175	86,175	75,021	67,020	(8,001)	(10.68%)	
Recreation and Culture		31,086	31,086	5,176	29,862	24,886	476.94%	▲
Transport		551,558	551,558	142,698	170,333	27,635	19.37%	▲
Economic Services		10,630	10,630	1,766	1,237	(529)	(28.93%)	
Other Property and Services		128,359	128,359	21,388	13,286	(8,102)	(37.88%)	
Total Operating Revenue		3,070,913	3,070,913	2,103,882	2,124,926	30,570		
Operating Expense								
General Purpose Funding		(83,530)	(83,530)	(11,914)	(8,389)	3,525	28.58%	▲
Governance		(200,235)	(200,235)	(60,773)	(62,529)	(1,756)	(2.89%)	
Law, Order and Public Safety		(133,639)	(133,639)	(26,802)	(26,053)	749	2.79%	
Health		(69,122)	(69,122)	(12,449)	(8,699)	3,750	30.12%	▲
Education and Welfare		(56,731)	(56,731)	(9,139)	(10,020)	(1,781)	(10.49%)	
Housing		(278,427)	(278,427)	(46,124)	(54,033)	(7,909)	(17.15%)	
Community Amenities		(180,101)	(180,101)	(29,896)	(22,978)	7,018	23.40%	▲
Recreation and Culture		(903,725)	(903,725)	(152,702)	(149,223)	3,479	2.28%	
Transport		(2,206,314)	(2,206,314)	(381,300)	(447,625)	(66,325)	(17.39%)	▼
Economic Services		(228,403)	(228,403)	(38,038)	(35,524)	2,512	6.61%	
Other Property and Services		(92,008)	(92,008)	(35,509)	30,001	65,510	184.49%	▲
Total Operating Expenditure		(4,432,234)	(4,432,234)	(804,744)	(795,971)	8,773		
Funding Balance Adjustments								
Add back Depreciation		1,850,000	1,850,000	308,328	308,500	172	0.08%	
Adjust (Profit)/Loss on Asset Disposal	8	(25,370)	(25,370)	0	0	0		
Adjust Provisions and Accruals		0	0	0	0	0		
Net Cash from Operations		483,309	463,309	1,607,486	1,637,455	39,915		
Capital Revenues								
Grants, Subsidies and Contributions	11	2,085,347	2,085,347	156,000	155,866	(134)	(0.09%)	
Proceeds from Disposal of Assets	8	110,000	110,000	0	0	0		
Total Capital Revenues		2,175,347	2,175,347	156,000	155,866	(134)		
Capital Expenses								
Land Held for Resale	13	(200,000)	(200,000)	0	0	0		
Land and Buildings	13	(974,000)	(974,000)	(51,495)	(4,438)	47,057	91.38%	▲
Infrastructure - Roads	13	(1,151,752)	(1,151,752)	(114,783)	(82,951)	31,832	27.73%	▲
Infrastructure - Footpaths	13	(150,000)	(150,000)	0	0	0		
Infrastructure - Drainage & Culverts	13	0	0	0	0	0		
Infrastructure - Aerodromes	13	0	0	0	0	0		
Infrastructure - Other		(280,000)	(280,000)	0	0	0		
Plant and Equipment	13	(125,000)	(125,000)	0	0	0		
Furniture and Equipment	13	(28,000)	(28,000)	0	0	0		
Total Capital Expenditure		(2,908,752)	(2,908,752)	(166,278)	(87,389)	78,889		
Net Cash from Capital Activities		(733,405)	(733,405)	(10,278)	68,477	78,755		
Financing								
Proceeds from New Debentures		0	0	0	0	0		
Proceeds from Advances		0	0	0	0	0		
Self-Supporting Loan Principal		0	0	0	0	0		
Transfer from Reserves	7	0	0	0	0	0		
Advances to Community Groups		0	0	0	0	0		
Repayment of Debentures	10	(172,483)	(172,483)	(23,729)	(64,453)	(40,724)	(171.62%)	▼
Transfer to Reserves	7	(25,428)	(25,428)	0	(893)	(893)		
Net Cash from Financing Activities		(197,891)	(197,891)	(23,729)	(65,146)	(41,417)		
Net Operations, Capital and Financing		(467,986)	(467,988)	1,573,459	1,640,788	76,653		
Opening Funding Surplus(Deficit)	3	467,988	467,988	467,988	504,316	36,328	7.76%	
Closing Funding Surplus(Deficit)	3	0	0	2,041,447	2,145,101	113,181		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

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

SHIRE OF MINGENEW
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 31 August 2015

	Note	2015/16 Amended Annual Budget	2015/16 Original Budget (a)	2015/16 YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	
Operating Revenues								
Rates	9	\$ 1,754,614	\$ 1,754,614	\$ 1,750,112	\$ 1,741,617	\$ (8,495)	0.49%	
Operating Grants, Subsidies and Contributions	11	522,884	522,884	165,137	174,890	9,753	5.91%	
Fees and Charges		296,559	296,559	110,067	122,958	12,891	11.71%	▲
Service Charges		0	0	0	0	0		
Interest Earnings		24,498	24,498	4,070	10,199	6,129	150.60%	
Other Revenue		446,988	446,988	74,496	75,262	766	1.03%	
Profit on Disposal of Assets	8	25,370	25,370	0	0			
Total Operating Revenue		3,070,913	3,070,913	2,103,882	2,124,928	21,044		
Operating Expense								
Employee Costs		(861,988)	(861,988)	(177,593)	(217,735)	(40,142)	(22.60%)	▼
Materials and Contracts		(828,372)	(828,372)	(112,998)	(57,761)	55,237	48.88%	▲
Utility Charges		(161,042)	(161,042)	(19,735)	(11,261)	8,474	42.94%	▲
Depreciation on Non-Current Assets		(1,850,000)	(1,850,000)	(308,328)	(308,500)	(172)	(0.06%)	
Interest Expenses		(83,422)	(83,422)	(8,680)	(20,557)	(11,877)	(136.83%)	▼
Insurance Expenses		(166,025)	(166,025)	(85,572)	(103,455)	(17,883)	(20.90%)	▼
Other Expenditure		(501,385)	(501,385)	(91,838)	(76,702)	15,136	16.48%	▲
Loss on Disposal of Assets	8	0	0	0	0			
Total Operating Expenditure		(4,432,234)	(4,432,234)	(804,744)	(795,971)	8,773		
Funding Balance Adjustments								
Add back Depreciation		1,850,000	1,850,000	308,328	308,500	172	0.06%	
Adjust (Profit)/Loss on Asset Disposal	8	(25,370)	(25,370)	0	0			
Adjust Provisions and Accruals		0	0	0	0			
Net Cash from Operations		463,309	463,309	1,807,466	1,637,455	29,989		
Capital Revenues								
Grants, Subsidies and Contributions	11	2,065,347	2,065,347	156,000	155,866	(134)	(0.09%)	
Proceeds from Disposal of Assets	8	110,000	110,000	0	0			
Total Capital Revenues		2,175,347	2,175,347	156,000	155,866	(134)		
Capital Expenses								
Land Held for Resale	13	(200,000)	(200,000)	0	0			
Land and Buildings	13	(974,000)	(974,000)	(51,495)	(4,438)	47,057	91.36%	▲
Infrastructure - Roads	13	(1,151,752)	(1,151,752)	(114,783)	(82,951)	31,832	27.73%	▲
Infrastructure - Footpaths	13	(150,000)	(150,000)	0	0			
Infrastructure - Drainage & Culverts	13	0	0	0	0			
Infrastructure - Aerodromes	13	0	0	0	0			
Infrastructure - Other	13	(280,000)	(280,000)	0	0			
Plant and Equipment	13	(125,000)	(125,000)	0	0			
Furniture and Equipment	13	(28,000)	(28,000)	0	0			
Total Capital Expenditure		(2,908,752)	(2,908,752)	(166,278)	(87,389)	78,889		
Net Cash from Capital Activities		(733,405)	(733,405)	(10,278)	68,477	78,755		
Financing								
Proceeds from New Debentures		0	0	0	0			
Proceeds from Advances		0	0	0	0			
Self-Supporting Loan Principal		0	0	0	0			
Transfer from Reserves	7	0	0	0	0			
Advances to Community Groups		0	0	0	0			
Repayment of Debentures	10	(172,463)	(172,463)	(23,729)	(64,453)	(40,724)	(171.62%)	▼
Transfer to Reserves	7	(25,428)	(25,428)	0	(693)	(693)		
Net Cash from Financing Activities		(197,891)	(197,891)	(23,729)	(65,146)	(41,417)		
Net Operations, Capital and Financing		(467,988)	(467,988)	1,573,459	1,640,786	67,327		
Opening Funding Surplus(Deficit)	3	467,988	467,988	467,988	504,316	36,328	7.76%	
Closing Funding Surplus(Deficit)	3	0	0	2,041,447	2,145,101	103,654		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer to Note 2 for an explanation of the reasons for the variance.

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

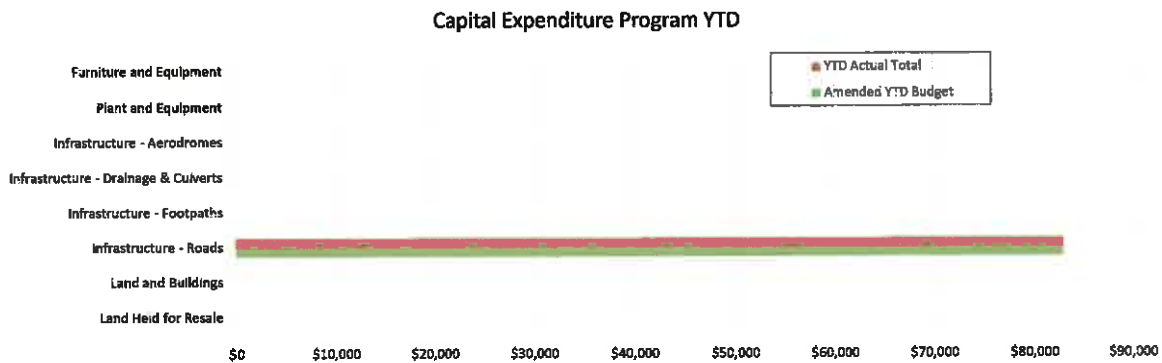
SHIRE OF MINGENEW
STATEMENT OF CAPITAL ACQUISITIONS AND CAPITAL FUNDING
For the Period Ended 31 August 2015

Capital Acquisitions	Notes	YTD 31 08 2015					
		YTD Actual New Upgrade (a)	YTD Actual (Renewal Expenditure) (b)	YTD Actual Total (c) = (a)+(b)	Amended YTD Budget (d)	Amended Annual Budget	Variance (d) - (c)
		\$	\$	\$	\$	\$	\$
Land Held for Resale	13	0	0	0	0	200,000	0
Land and Buildings	13	0	0	0	0	974,000	0
Infrastructure - Roads	13	82,951	0	82,951	82,951	1,151,752	0
Infrastructure - Footpaths	13	0	0	0	0	150,000	0
Infrastructure - Drainage & Culverts	13	0	0	0	0	0	0
Infrastructure - Aerodromes	13	0	0	0	0	0	0
Infrastructure -Other	13	0	0	0	0	280,000	0
Plant and Equipment	13	0	0	0	0	125,000	0
Furniture and Equipment	13	0	0	0	0	28,000	0
Capital Expenditure Totals		82,951	0	82,951	82,951	2,908,752	0

Funded By:

Capital Grants and Contributions	221,666	156,000	2,131,147	65,666
Borrowings	0	0	0	0
Other (Disposals & C/Fwd)	0	0	110,000	0
Own Source Funding - Cash Backed Reserves				
Land and Building Reserve	0	0	0	0
Sportsground Improvement Reserve	0	0	0	0
Plant Replacement Reserve	0	0	0	0
Aged Persons Units Reserve	0	0	0	0
Street Light Upgrade Reserve	0	0	0	0
Painted Road Reserve	0	0	0	0
Industrial Area Reserve	0	0	0	0
Total Own Source Funding - Cash Backed Reserves	0	0	0	0
Own Source Funding - Operations	(138,715)	(73,049)	667,605	(65,666)
Capital Funding Total	82,951	82,951	2,908,752	0

Capital Expenditure Program YTD



SHIRE OF MINGENEW
STATEMENT OF BUDGET AMENDMENTS
(Statutory Reporting Program)
For the Period Ended 31 August 2015

	Adopted Budget	Adopted Budget Amendments (Note 5)	Amended Annual Budget	Amended YTD Budget (a)
	\$	\$	\$	\$
Operating Revenues				
General Purpose Funding - Rates	2,093,128	0	2,093,128	1,831,593
Governance	12,584	0	12,584	752
Law, Order and Public Safety	33,780	0	33,780	4,880
Health	1,000	0	1,000	166
Education and Welfare	5,280	0	5,280	880
Housing	117,343	0	117,343	19,552
Community Amenities	88,175	0	88,175	75,021
Recreation and Culture	31,088	0	31,088	5,176
Transport	551,558	0	551,558	142,688
Economic Services	10,630	0	10,630	1,766
Other Property and Services	128,359	0	128,359	21,388
Total Operating Revenue	3,070,913	0	3,070,913	2,103,882
Operating Expense				
General Purpose Funding	(83,530)	0	(83,530)	(11,914)
Governance	(200,235)	0	(200,235)	(60,773)
Law, Order and Public Safety	(133,639)	0	(133,639)	(26,802)
Health	(89,122)	0	(89,122)	(12,449)
Education and Welfare	(56,731)	0	(56,731)	(9,139)
Housing	(278,427)	0	(278,427)	(48,124)
Community Amenities	(180,101)	0	(180,101)	(28,998)
Recreation and Culture	(903,725)	0	(903,725)	(152,702)
Transport	(2,206,314)	0	(2,206,314)	(381,300)
Economic Services	(228,403)	0	(228,403)	(38,036)
Other Property and Services	(92,008)	0	(92,008)	(35,509)
Total Operating Expenditure	(4,432,234)	0	(4,432,234)	(804,744)
Funding Balance Adjustments				
Add back Depreciation	1,850,000	0	1,850,000	308,328
Adjust (Profit)/Loss on Asset Disposal	(25,370)	0	(25,370)	0
Adjust Provisions and Accruals	0	0	0	0
Net Cash from Operations	463,309	0	463,309	1,607,466
Capital Revenues				
Grants, Subsidies and Contributions	2,065,347	0	2,065,347	156,000
Proceeds from Disposal of Assets	110,000	0	110,000	0
Total Capital Revenues	2,175,347	0	2,175,347	156,000
Capital Expenses				
Land Held for Resale	(200,000)	0	(200,000)	0
Land and Buildings	(974,000)	0	(974,000)	(51,495)
Infrastructure - Roads	(1,151,752)	0	(1,151,752)	(114,783)
Infrastructure - Footpaths	(150,000)	0	(150,000)	0
Infrastructure - Drainage & Culverts	0	0	0	0
Infrastructure - Aerodromes	0	0	0	0
Infrastructure - Other	(280,000)	0	(280,000)	0
Plant and Equipment	(125,000)	0	(125,000)	0
Furniture and Equipment	(28,000)	0	(28,000)	0
Total Capital Expenditure	(2,908,752)	0	(2,908,752)	(168,278)
Net Cash from Capital Activities	(733,405)	0	(733,405)	(10,278)
Financing				
Proceeds from New Debentures	0	0	0	0
Proceeds from Advances	0	0	0	0
Self-Supporting Loan Principal	0	0	0	0
Transfer from Reserves	0	0	0	0
Advances to Community Groups	0	0	0	0
Repayment of Debentures	(172,463)	0	(172,463)	(23,729)
Transfer to Reserves	(25,428)	0	(25,428)	0
Net Cash from Financing Activities	(197,891)	0	(197,891)	(23,729)
Net Operations, Capital and Financing	(467,888)	0	(467,888)	1,573,459
Opening Funding Surplus(Deficit)	467,988	0	467,988	467,988
Closing Funding Surplus(Deficit)	0	0	0	2,041,447

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

1. SIGNIFICANT ACCOUNTING POLICIES

(a) Basis of Accounting

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. Material accounting policies which have been adopted in the preparation of this statement are presented below and have been consistently applied unless stated otherwise.

Except for cash flow and rate setting information, the report has also been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

Critical Accounting Estimates

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

(b) The Local Government Reporting Entity

All Funds through which the Council controls resources to carry on its functions have been included in this statement.

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated.

All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 12.

(c) Rounding Off Figures

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

(d) Rates, Grants, Donations and Other Contributions

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

(e) Goods and Services Tax

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(f) Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

(g) Trade and Other Receivables

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

Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets.

Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.

(h) Inventories

General

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

Land Held for Resale

Land held for development and sale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development. Finance costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed on to the buyer at this point.

Land held for sale is classified as current except where it is held as non-current based on Council's intentions to release for sale.

(i) Fixed Assets

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead.

Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(j) Depreciation of Non-Current Assets

All non-current assets having a limited useful life are systematically depreciated over their useful lives in a manner which reflects the consumption of the future economic benefits embodied in those assets.

Depreciation is recognised on a straight-line basis, using rates which are reviewed each reporting period. Major depreciation rates and periods are:

Buildings	25 to 50 years
Construction other than Buildings (Public Facilities)	5 to 50 years
Furniture and Equipment	4 to 10 years
Plant and Equipment	5 to 15 years
Heritage Assets	25 to 50 years
Roads	25 years
Footpaths	50 years
Sewerage Piping	75 years
Water Supply Piping and Drainage Systems	75 years

(k) Trade and Other Payables

Trade and other payables represent liabilities for goods and services provided to the Council prior to the end of the financial year that are unpaid and arise when the Council becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

(l) Employee Benefits

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

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

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

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

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

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(m) Interest-bearing Loans and Borrowings

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs.

After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

Borrowings are classified as current liabilities unless the Council has an unconditional right to defer settlement of the liability for at least 12 months after the balance sheet date.

Borrowing Costs

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset.

(n) Provisions

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses.

Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

(o) Current and Non-Current Classification

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

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(p) Nature or Type Classifications

Rates

All rates levied under the Local Government Act 1995. Includes general, differential, specific area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts offered. Exclude administration fees, interest on instalments, interest on arrears and service charges.

Operating Grants, Subsidies and Contributions

Refer to all amounts received as grants, subsidies and contributions that are not non-operating grants.

Non-Operating Grants, Subsidies and Contributions

Amounts received specifically for the acquisition, construction of new or the upgrading of non-current assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

Profit on Asset Disposal

Profit on the disposal of assets including gains on the disposal of long term investments. Losses are disclosed under the expenditure classifications.

Fees and Charges

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

Service Charges

Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Interest Earnings

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

Other Revenue / Income

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates etc.

Employee Costs

All costs associate with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

Materials and Contracts

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

Utilities (Gas, Electricity, Water, etc.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(q) Nature or Type Classifications (Continued)

Insurance

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

Loss on asset disposal

Loss on the disposal of fixed assets.

Depreciation on non-current assets

Depreciation expense raised on all classes of assets.

Interest expenses

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

Other expenditure

Statutory fees, taxes, provision for bad debts, member's fees or levies including WA Fire Brigade Levy and State taxes. Donations and subsidies made to community groups.

(r) Statement of Objectives

Council has adopted a 'Plan for the future' comprising a Strategic Community Plan and Corporate Business Plan to provide the long term community vision, aspirations and objectives.

Based upon feedback received from the community the vision of the Shire is:

"Standing proud, growing strong"

The Strategic Community Plan defines the key objectives of the Shire as:

"Economic: To be a diverse and innovative economy with a range of local employment opportunities.

Environment: A sustainable natural and built environment that meets current and future community needs.

Social: A safe and welcoming community where everyone has the opportunity to contribute and belong.

Civic Leadership: A collaborative and innovative community with strong and vibrant leadership."

(s) Reporting Programs

Council operations as disclosed in this statement encompass the following service orientated activities/programs:

GOVERNANCE

Expenses associated with provision of services to members of council and elections. Also included are costs associated with computer operations, corporate accounting, corporate records and asset management. Costs reported as administrative expenses are redistributed in accordance with the principle of activity based costing (ABC).

GENERAL PURPOSE FUNDING

Rates and associated revenues, general purpose government grants, interest revenue and other miscellaneous revenues. The costs associated with raising the above mentioned revenues, eg. Valuation expenses, debt collection and overheads.

LAW, ORDER, PUBLIC SAFETY

Enforcement of Local Laws, fire prevention, animal control and provision of ranger services.

HEALTH

Health inspection services, food quality control, mosquito control and contributions towards provision of medical health services.

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(s) Reporting Programs (Continued)

EDUCATION AND WELFARE

HOUSING

Provision and maintenance of rented housing accommodation for pensioners and employees.

COMMUNITY AMENITIES

Sanitation, sewerage, stormwater drainage, protection of the environment, public conveniences, cemeteries and town planning.

RECREATION AND CULTURE

Parks, gardens and recreation reserves, library services, walk trails, youth recreation, Public halls and Mingenew Recreation Centre.

TRANSPORT

Construction and maintenance of roads, footpaths, drainage works, parking facilities, traffic control, depot operations, plant purchase and cleaning of streets.

ECONOMIC SERVICES

Tourism, community development, pest control, building services and private works.

OTHER PROPERTY & SERVICES

Plant works, plant overheads and stock of materials.

Note 2: EXPLANATION OF MATERIAL VARIANCES

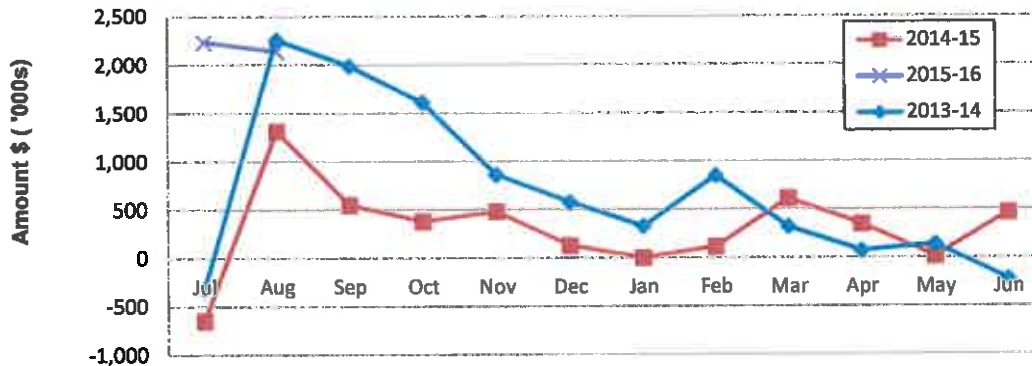
Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
General Purpose Funding	(9,526)	(0.52%)			
Governance	1,406	187.01%			
Law, Order and Public Safety	(4,390)	(89.78%)			
Health	(166)	(100.00%)			
Education and Welfare	(338)	(38.43%)			
Housing	(1,632)	(8.35%)			
Community Amenities	(8,001)	(10.66%)			
Recreation and Culture	24,686	476.94%	▲		Sporting Club contributions
Transport	27,635	19.37%	▲		Reimbursements for Road Inspector position
Economic Services	(529)	(29.93%)			
Other Property and Services	(8,102)	(37.88%)			
Operating Expenses					
General Purpose Funding	3,525	29.58%	▲		
Governance	(1,756)	(2.89%)			
Law, Order and Public Safety	749	2.79%			
Health	3,750	30.12%	▲		
Education and Welfare	(1,781)	(19.49%)			
Housing	(7,909)	(17.15%)			
Community Amenities	7,018	23.40%	▲		
Recreation and Culture	3,479	2.28%			
Transport	(66,325)	(17.39%)	▼		Road Inspector Payout and additional Maintenance Grading & Road Maintenance for period
Economic Services	2,512	6.61%			
Other Property and Services	65,510	184.49%	▲		Depreciation & 14/15 Accrual for Parts & Repairs
Capital Revenues					
Grants, Subsidies and Contributions	(134)	(0.09%)			
Proceeds from Disposal of Assets	0				
Capital Expenses					
Land Held for Resale	0				
Land and Buildings	47,057	91.38%	▲		Men's Shed Ablutions & Child Care Facility projects
Infrastructure - Roads	31,832	27.73%	▲		RRG Projects yet to commence
Infrastructure - Footpaths	0				
Infrastructure - Drainage & Culverts	0				
Infrastructure - Aerodromes	0				
Plant and Equipment	0				
Furniture and Equipment	0				
Financing					
Loan Principal	(40,724)	(171.62%)	▼		Loan Payments processed in August

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 3: NET CURRENT FUNDING POSITION

		Positive=Surplus (Negative=Deficit)		
		YTD 31 Aug 2015	30th June 2014	YTD 31 Aug 2014
		\$	\$	\$
Current Assets				
	4	1,184,114	480,557	52,449
	4	272,657	271,964	280,323
		331,634	331,634	0
		0	0	0
	6	714,542	34,985	1,566,403
	6	87,514	54,737	140,690
		(1,585)	(1,585)	(1,370)
		0	0	0
		8,852	0	23,631
		0	0	0
		8,928	9,025	28,290
		40,394	80,788	40,394
		2,647,051	1,262,105	2,130,810
Current Liabilities				
		(199,979)	(368,901)	(353,740)
		(3,077)	6	(38,657)
		(9,635)	5,876	(9,203)
		23,793	(25,751)	(17,236)
		0	(16,268)	(15,670)
		(239,906)	(239,906)	(225,457)
		(108,010)	(172,463)	(87,052)
		(536,814)	(817,406)	(747,016)
NET CURRENT ASSETS		2,110,237	444,699	1,383,794
Less:				
		(272,657)	(271,964)	(280,323)
		(40,394)	(80,788)	(40,394)
Add Back:				
		108,010	172,463	87,052
	7	239,906	239,906	225,457
Net Current Funding Position (Surplus / Deficit)		2,145,101	504,316	1,375,587

Note 3 - Liquidity Over the Year



Comments - Net Current Funding Position

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 4: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	Total Amount \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	2.35%	1,185,632	329,817		1,515,448	NAB	At Call
Trust Bank Account	0.00%			138,246	138,246	NAB	At Call
Cash Maximiser Account (Muni)	2.35%					NAB	At Call
Cash On Hand	Nil	300	0		300	NAB	At Call
Reserve Funds	2.35%	0	272,657		272,657	NAB	At Call
(b) Term Deposits							
Short Term Deposits	0.00%	0	0		0		
Total		1,185,932	602,474	138,246	1,926,652		

Comments: Notes - Investments

Restricted Cash

(1) Municipal Fund

Purpose for Funds Being Restricted	Funding Organisation	Date to be Expended	Amount
1 Depot Hill Rd	2012/13 CLGF Regional	28 February 2016	51,630
2 2014/15 Road Projects	Roads to Recovery	30 June 2018	134,248
3 Yarragadee Bridge	Roads to Recovery	30 June 2016	35,871
4 Ambulance Set Down Bay	Mid West Development Commission	31 January 2016	23,400
5 Men's Shed Ablution	Mid West Development Commission	30 November 2015	31,025
6 Rural Watch	Office of Crime Prevention	30 September 2015	3,643
7 Mingenew Mullewa Rd	2012/13 CLGF Individual	28 February 2016	50,000
Sub-total			329,817

(2) Cash on Hand

Purpose for Funds Being Restricted	Funding Organisation	Date to be Expended	Amount
1 Nil			
2 Nil			
3 Nil			
Sub-total			-

(3) Term Deposits

Purpose for Funds Being Restricted	Funding Organisation	Date to be Expended	Amount
1 Nil			
2 Nil			
3 Nil			
Sub-total			-

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 5: BUDGET AMENDMENTS

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

GL Account Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase In Available Cash	Decrease in Available Cash	Amended Budget Running Balance
	Budget Adoption		Opening Surplus	\$	\$	\$	\$ 0
	Permanent Changes		Operating Revenue			(24,818)	(24,818)
	Reduction in Financial Assistance Grants						
				0	0	(24,818)	

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

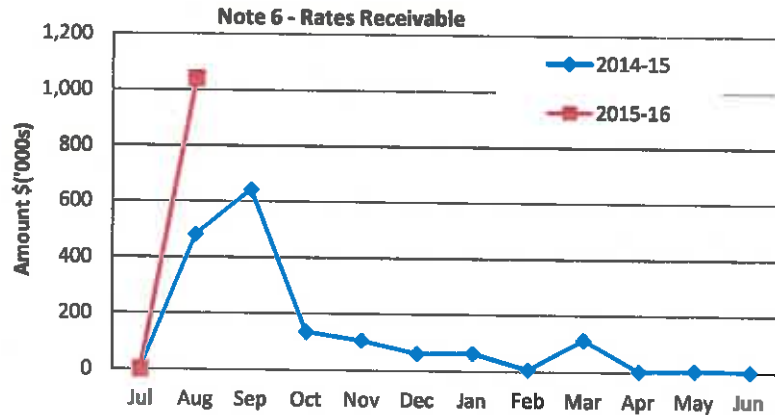
Note 6: RECEIVABLES

Receivables - Rates Receivable

Opening Arrears Previous Years
 Levied this year
Less Collections to date
 Equals Current Outstanding

Net Rates Collectable
 % Collected

	YTD 31 Aug 2015	30 June 2015
	\$	\$
Opening Arrears Previous Years	22,660	18,152
Levied this year	1,741,617	1,473,879
<u>Less Collections to date</u>	(1,049,735)	(1,469,371)
Equals Current Outstanding	714,542	22,660
Net Rates Collectable	714,542	22,660
% Collected	59.50%	98.48%



Comments/Notes - Receivables Rates

Receivables - General

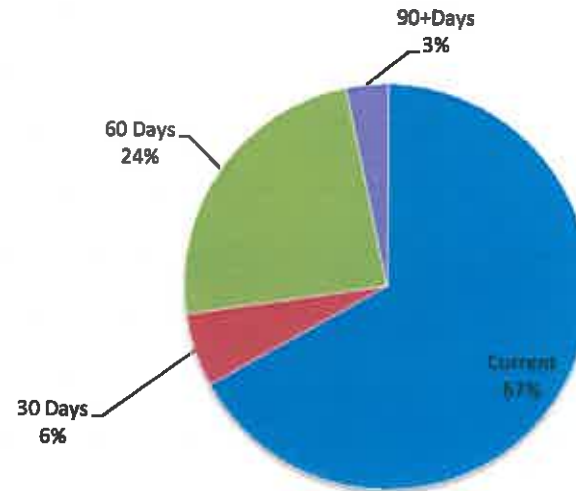
Receivables - General

Total Receivables General Outstanding

	Current	30 Days	60 Days	90+Days
	\$	\$	\$	\$
Receivables - General	58,423	5,131	21,041	2,919
Total Receivables General Outstanding	87,514			

Amounts shown above include GST (where applicable)

Note 6 - Accounts Receivable (non-rates)



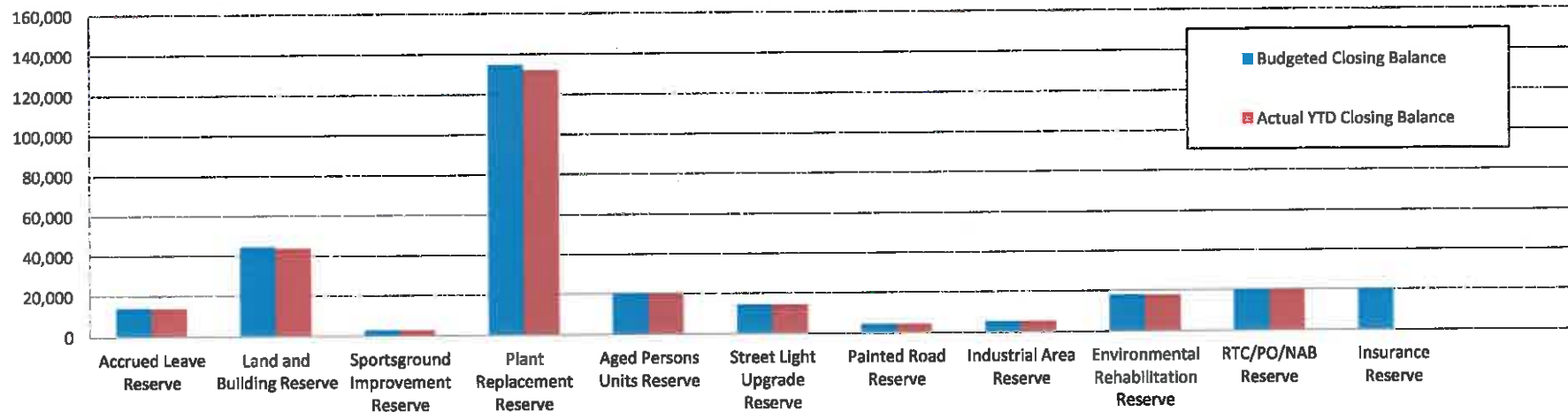
Comments/Notes - Receivables General

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 7: Cash Backed Reserve

Name	Opening Balance	YTD Budget Interest Earned	Actual Interest Earned	YTD Budget Transfers In (+)	YTD Actual Transfers In (+)	YTD Budget Transfers Out (-)	YTD Actual Transfers Out (-)	Transfer out Reference	Budgeted Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$		\$	\$
Accrued Leave Reserve	13,724	44	35	274	0	0	0		14,042	13,759
Land and Building Reserve	43,342	144	111	866	0	0	0		44,352	43,452
Sportsground Improvement Reserve	2,659	8	7	53	0	0	0		2,720	2,666
Plant Replacement Reserve	131,625	436	336	2,626	0	0	0		134,687	131,960
Aged Persons Units Reserve	19,739	64	50	394	0	0	0		20,197	19,789
Street Light Upgrade Reserve	14,118	46	36	282	0	0	0		14,446	14,154
Painted Road Reserve	4,146	12	11	83	0	0	0		4,241	4,157
Industrial Area Reserve	5,159	16	13	103	0	0	0		5,278	5,172
Environmental Rehabilitation Reserve	17,565	58	45	350	0	0	0		17,973	17,610
RTC/PO/NAB Reserve	19,887	66	51	397	0	0	0		20,350	19,938
Insurance Reserve	0	0	0	20,000	0	0	0		20,000	0
	271,964	894	693	25,428	0	0	0	0	298,286	272,657

Note 7 - Year To Date Reserve Balance to End of Year Estimate



SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 8 CAPITAL DISPOSALS

Actual YTD Profit/(Loss) of Asset Disposal				Disposals	Amended Current Budget YTD 31.08.2015			Comments
Cost	Accum Deprn	Proceeds	Profit (Loss)		2015/16 Budget Profit/(Loss)	2015/16 Actual Profit/(Loss)	Variance	
\$	\$	\$	\$		\$	\$	\$	
0	0	0	0	Plant and Equipment				
0	0	0	0	CEO Vehicle	8,020	0	(8,020)	
0	0	0	0	Road Inspector Vehicle	7,000	0	(7,000)	
0	0	0	0	Works Manager Vehicle	10,350	0	(10,350)	
0	0	0	0		25,370	0	(25,370)	

Comments - Capital Disposal/Replacements

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 9: RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$	2014/15 Budget Rate Revenue \$	2015/16 Budget Interim Rate \$	2015/16 Budget Back Rate \$	2015/16 Budget Total Revenue \$
Differential General Rate											
GRV - Mingenew - Residential	13.1289	135	1,322,880	173,680	839	129	174,647	173,680	1,500	400	175,580
GRV - Mingenew - Commercial	13.1289	17	384,380	50,465			50,465	50,465			50,465
GRV - Mingenew - Industrial	13.1289	1	12,480	1,638			1,638	1,638			1,638
GRV - Yandanooka	6.5645	2	14,716	966			966	966			966
UV - Rural	1.4310	125	97,585,500	1,396,449	180		1,396,629	1,396,449	3,500		1,399,949
UV - Mining	30.0000	7	53,155	15,947	(3,750)	(605)	11,592	21,924			21,924
Sub-Totals		287	99,373,111	1,639,144	(2,731)	(476)	1,635,937	1,645,121	5,000	400	1,650,521
Minimum Payment	Minimum \$										
GRV - Mingenew - Residential	636	75	92,612	47,700			47,700	46,428	0	0	46,428
GRV - Mingenew - Commercial	636	10	16,686	6,360			6,360	6,360	0	0	6,360
GRV - Mingenew - Industrial	636	4	9,583	2,544			2,544	2,544	0	0	2,544
GRV - Yandanooka	318	1	20	318			318	0	0	0	0
UV - Rural	636	19	504,100	12,084			12,084	12,084	0	0	12,084
UV - Mining	636	5	(8,949)	3,180			3,180	3,180	0	0	3,180
Sub-Totals		114	614,052	72,186	0	0	72,186	70,596	0	0	70,596
Discounts							1,708,123				1,721,117
Amount from General Rates							0				0
Ex-Gratia Rates							1,708,123				1,721,117
Specified Area Rates							33,494				33,497
Totals							0				0
							1,741,617				1,754,614

Comments - Rating Information

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

10. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-15	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			YTD Actual	YTD Budget	YTD Actual	YTD Budget	YTD Actual	YTD Budget
			\$	\$	\$	\$	\$	\$
Education & Welfare								
Loan 137 - Senior Citizens Buildings	101,512		0	0	101,512	101,512	0	6,751
Housing								
Loan 133 - Triplex	83,767		5,226	5,315	78,541	78,452	2,819	3,064
Loan 134 - SC Housing	57,444		2,616	0	54,828	57,444	1,755	0
Loan 136 - Staff Housing	125,720		3,572	0	122,148	125,720	3,992	0
Loan 142 - Staff Housing	75,003		4,539	0	70,464	75,003	1,879	0
Recreation & Culture								
Loan 138 - Pavillion Fitout	97,452		0	0	97,452	97,452	0	1,080
Transport								
Loan 139 - Roller	53,149		6,878	6,991	46,271	46,158	1,743	604
Loan 141 - Grader	129,354		11,250	11,423	118,104	117,931	3,965	1,414
Loan 143 - 2 x Trucks	107,044		25,832	0	81,212	107,044	2,526	864
Loan 144 - Side Tipping Trailer	75,003		4,539	0	70,464	75,003	1,879	694
Loan 145 - Drum Roller	154,192	0	0	0	0	0	0	960
	1,059,640	0	64,453	23,729	840,995	881,719	20,557	15,431

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

Nil

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 11: GRANTS AND CONTRIBUTIONS

Program/Details GL	Grant Provider	Approval (Y/N)	2015-16	2015-16	Variations Additions (Deletions)	Operating	Capital	Recoop Status	
			Forecast Budget	Original Budget		2015/16 Budget	2015/16 Budget	2015-16 YTD Actual	2015-16 YTD Budget
			\$	\$	\$	\$	\$	\$	\$
GENERAL PURPOSE FUNDING									
Financial Assistance Grant - Roads	Grants Commission	Y	164,636	164,636	0	164,636	0	37,943	41,159
Financial Assistance Grant - General	Grants Commission	Y	136,128	136,128	0	136,128	0	31,044	34,032
LAW, ORDER, PUBLIC SAFETY									
ESL Administration Grant	Department of Fire & Emergency Services	Y	4,400	4,400	0	4,400	0	0	0
ESL Annual Grant	Department of Fire & Emergency Services	Y	25,000	25,000	0	25,000	0	0	4,166
HEALTH									
Ambulance Set Down Bay	Mid West Development Commission	Y	2,600	2,600	0	0	2,600	0	0
Ambulance Set Down Bay	Silver Chain	Y	15,000	15,000	0	0	15,000	0	0
Childcare Facility Upgrade	Lotterywest	N	10,000	10,000	0	0	10,000	0	0
EDUCATION & WELFARE									
Seniors Week	Department of Local Government & Communities	Y	2,000	2,000	0	2,000	0	0	332
Men's Shed Ablution	Mid West Development Commission	Y	3,447	3,447	0	0	3,447	0	0
HOUSING									
Aged Care Units	Mid West Development Commission	N	80,000	80,000	0	0	80,000	0	0
COMMUNITY AMENITIES									
Thank a Volunteer Day	Department of Local Government & Communities	N	500	500	0	500	0	0	0
Anzac Day	Lotterywest	N	3,000	3,000	0	3,000	0	0	582
Cemetery Upgrade	Mid West Development Commission	N	50,000	50,000	0	0	50,000	0	0
War Memorial Project	Mid West Development Commission	N	100,000	100,000	0	0	100,000	0	0
RECREATION AND CULTURE									
Museum	Lotterywest	N	30,000	30,000	0	0	30,000	0	0
Enanty Barn	State Heritage Council	N	50,000	50,000	0	0	50,000	0	0
Old Roads Board	State Heritage Council	N	20,000	20,000	0	0	20,000	0	0
Railway Station	Lotterywest	N	120,000	120,000	0	0	120,000	0	0
Town Hall / Recreation Centre Upgrade	Lotterywest	N	150,000	150,000	0	0	150,000	0	0
Water Park	Lotterywest	N	150,000	150,000	0	0	150,000	0	0
Tennis Courts	Department of Sport & Recreation	N	80,000	80,000	0	0	80,000	0	0
Outdoor Cinema	Lotterywest	N	15,000	15,000	0	0	15,000	0	0
TRANSPORT									
Direct Grant	Main Roads WA	Y	65,800	65,800	0	65,800	0	65,800	65,800
Regional Road Group	Main Roads WA	Y	389,667	389,667	0	0	389,667	155,866	156,000
Roads To Recovery	Department of Infrastructure	Y	337,133	337,133	0	0	337,133	0	0
Main Street Footpaths	Mid West Development Commission	N	150,000	150,000	0	0	150,000	0	0
Street Lighting	Main Roads WA	Y	7,000	7,000	0	7,000	0	0	0
ECONOMIC SERVICES									
Business Incubator	Mid West Development Commission	N	112,500	112,500	0	0	112,500	0	0
ECONOMIC SERVICES									
Industrial Subdivision	Mid West Development Commission	N	100,000	100,000	0	0	100,000	0	0
Rural Residential Subdivision	Mid West Development Commission	N	100,000	100,000	0	0	100,000	0	8,333
TOTALS			2,473,811	2,473,811	0	408,464	2,065,347	290,653	310,404
Operating			342,664					68,987	79,357
Non-Operating			2,131,147					221,666	222,132
			<u>2,473,811</u>					<u>290,653</u>	<u>301,489</u>

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 12: TRUST FUND

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

Description	Opening Balance 1 Jul 15	Amount Received	Amount Paid	Closing Balance 31-Aug-15
	\$	\$	\$	\$
BCITF Levy	0	0	0	0
BRB Levy	0	269	0	269
Autumn Committee	974	0	0	974
Community Bus	2,660	300	(600)	2,360
ANZAC Day Breakfast Donation	279	0	0	279
Building Relocation Bond	1,000	0	0	1,000
Mid West Industry Road Safety Alliance	47,343	0	0	47,343
Mingenew Cemetery Group	4,314	0	0	4,314
Other Bonds	1,878	425	(125)	2,178
Rates Incentive Prizes	100	0	0	100
Rec Centre Kitchen Upgrade	1,000	0	0	1,000
Sinosteel Community Trust Fund	63,415	0	0	63,415
Tree Planter - LCDC	88	0	0	88
Weary Dunlop Memorial	87	0	0	87
Mingenew P & C - NBN Rental	5,836	0	0	5,836
Joan Trust	4,461	500	0	4,961
Youth Advisory Council	746	0	0	746
Centenary Committee	897	0	0	897
Community Christmas Tree	132	0	0	132
Silverchain Committee	2,267	0	0	2,267
	137,477	1,494	(725)	138,246

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 13: CAPITAL ACQUISITIONS

Level of Completion Indicator	Infrastructure Assets	Amended Annual Budget	Original Full Year Budget	YTD Budget	YTD Actual	Variance (Over/Under)	Comment
	Land Held for Resale						
	Community Amenities						
	Other Property & Services						
	Industrial Area Development	4924	100,000	100,000	0	0	100,000
	Rural Residential Area Development	4924	100,000	100,000	0	0	100,000
	Other Property & Services Total		200,000	200,000	0	0	0
	Land & Buildings						
	Governance						
	Shire Office	0594	10,000	10,000	0	0	10,000
	Housing Total		10,000	10,000	0	0	10,000
	Health						
	Ambulance Set Down Bay	1344	93,000	93,000	0	0	93,000
	Child Care Facility	1344	15,000	15,000	15,497	0	15,000
	Health Total		108,000	108,000	15,497	0	108,000
	Education & Welfare						
	Men's Shed Ablution Block	0048	36,000	36,000	35,998	4,438	31,562
	Education & Welfare Total		36,000	36,000	35,998	4,438	31,562
	Land & Buildings						
	Housing						
	Construction - Staff Housing	9010	25,000	25,000	0	0	25,000
	Aged Care Units	1774	100,000	100,000	0	0	100,000
	Housing Total		125,000	125,000	0	0	125,000
	Recreation And Culture						
	Recreation Centre Town Hall	2434	150,000	150,000	0	0	150,000
	Water Park	2434	150,000	150,000	0	0	150,000
	Emanty Barn	0087	50,000	50,000	0	0	50,000
	Museum	0088	30,000	30,000	0	0	30,000
	Old Roads Building	0089	20,000	20,000	0	0	20,000
	Old Railway Station	0070	120,000	120,000	0	0	120,000
	Recreation And Culture Total		520,000	520,000	0	0	520,000
	Transport Total						
	Depot	3274	25,000	25,000	0	0	25,000
	Transport Total		25,000	25,000	0	0	25,000
	Economic Services						
	Business Incubator	5984	150,000	150,000	0	0	150,000
	Economic Services Total		150,000	150,000	0	0	150,000
	Infrastructure - Drainage/Culverts						
	Transport						
	Nil		0	0	0	0	0
	Transport Total		0	0	0	0	0
	Infrastructure - Footpaths						
	Transport						
	Midlands Road Town Footpaths	1291	150,000	150,000	0	0	150,000
	Transport Total		150,000	150,000	0	0	150,000
	Infrastructure - Other						
	Community Amenities						
	War Memorial Project	0072	100,000	100,000	0	0	100,000
	Little Well Project	0071	30,000	30,000	0	0	30,000
	Cemetery	0073	50,000	50,000	0	0	50,000
	Community Amenities Total		180,000	180,000	0	0	180,000
	Recreation						
	Tennis Courts	2884	100,000	100,000	0	0	100,000
	Community Amenities Total		100,000	100,000	0	0	100,000

SHIRE OF MINGENEW
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 August 2015

Note 13: CAPITAL ACQUISITIONS

Level of Classification Indicator	Infrastructure Assets	Amended Annual Budget	Original Full Year Budget	YTD Budget	YTD Actual	Variance (Over/Under)	Comment
	Furniture & Office Equip.						
	Governance						
	Laptops / iPads	0014	8,000	8,000	0	0	8,000
	PA System	0584	2,000	2,000	0	0	2,000
	Governance Total		10,000	10,000	0	0	10,000
	Recreation						
	Outdoor Cinema	2854	15,000	15,000	0	0	15,000
	Christmas Lights	2854	3,000	3,000	0	0	3,000
	Recreation Total		18,000	18,000	0	0	18,000
	Transport						
	Nil						
	Transport Total		0	0	0	0	0
	Furniture & Office Equip. Total		28,000	28,000	0	0	28,000
	Infrastructure - Aerodromes						
	Transport						
	Nil						
	Transport Total		0	0	0	0	0
	Infrastructure - Aerodromes Total		0	0	0	0	0
	Plant, Equip. & Vehicles						
	Governance						
	CEO Vehicle Replacement	0554	60,000	60,000	0	0	60,000
	Governance Total		60,000	60,000	0	0	60,000
	Law, Order And Public Safety						
	Nil						
	Law, Order And Public Safety Total		0	0	0	0	0
	Transport						
	Works Manager Vehicle	3554	50,000	60,000	0	0	50,000
	Sundry Plant	3554	15,000	15,000	0	0	15,000
	Transport Total		65,000	75,000	0	0	65,000
	Plant, Equip. & Vehicles Total		125,000	135,000	0	0	125,000
	Roads & Bridges						
	Transport						
	2014/15 Mingenew Mullewa Rd (RRG)	RR84	150,000	150,000	20,028	0	150,000
	2015/16 Mingenew Mullewa Rd (RRG)	RR85	434,500	434,500	48,748	8,864	424,835
	Depot Hill North Rd (R2R)	6066	344,874	344,874	34,716	72,947	271,927
	Yandanooka Melara Rd (R2R)	6067	128,507	128,507	10,291	340	128,167
	Depot Hill Road (CLGF)	CL05	60,000	60,000	0	0	60,000
	Yerragadee Bridge	1227	35,871	35,871	0	0	35,871
	Transport Total		1,153,752	1,154,222	114,783	82,951	1,068,800
	Roads & Bridges Total		1,153,752	1,154,222	114,783	82,951	1,068,800
	Capital Expenditure Total		2,000,752	2,000,752	114,783	82,951	1,915,000

9.2.2 LEASE OF LAND – MINGENEW FOOTBALL CLUB

Location/Address:	Shire of Mingenew
Name of Applicant:	Shire of Mingenew
Disclosure of Interest:	Nil
File Reference:	ADM0333
Date:	10 th August 2015
Author:	Nita Jane, Manager Finance and Administration
Senior Officer:	Martin Whitely, Chief Executive officer

Summary

Council is requested to approve the lease of part of Reserve Number 16335 to the Mingenew Football Club subject to confirmation being received that they wish to renew the lease and all statutory obligations being met.

Attachment

Lease Agreement – 2011-2016
Letter from Mingenew Football Club

Background

The current lease of part of Reserve Number 16335 to the Mingenew Football Club is due to expire on 18th May 2016.

Comment

The existing 5 year lease is due to expire in mid May 2016. A letter has been sent to the club requesting them to advise if they wish to have the lease renewed for a further 5 years. We have received their response (See attachment).

Consultation

Mingenew Football Club

Statutory Environment

3.58. Disposing of property

(1) In this section —

dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;

property includes the whole or any part of the interest of a local government in property, but does not include money.

(2) Except as stated in this section, a local government can only dispose of property to —

(a) the highest bidder at public auction; or

(b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

(3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —

(a) it gives local public notice of the proposed disposition —

(i) describing the property concerned; and

(ii) giving details of the proposed disposition; and

(iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;

and

- (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.
- (4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —
- (a) the names of all other parties concerned; and
 - (b) the consideration to be received by the local government for the disposition; and
 - (c) the market value of the disposition —
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.
- (5) This section does not apply to —
- (a) a disposition of an interest in land under the *Land Administration Act 1997* section 189 or 190; or
 - (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or
 - (c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or
 - (d) any other disposition that is excluded by regulations from the application of this section.

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.2
--

1. That Council resolve to enter into a new 5 year lease with the Mingenew Football Club for part of Reserve 16335 subject to:
 - a) Confirmation from the Mingenew Football Club that they wish to renew the lease
 - b) Public Notice being given as required by the Local Government Act 1995, s3.58
 - c) No written objections being received on the proposed lease
2. That the Chief Executive Officer and Shire President are authorised to sign the lease documents on behalf of the Shire of Mingenew once the above requirements are fulfilled.


Mingenew Football Club

PO Box 153
Mingenew WA 6522

President: Geoff Cosgrove

Treasurer: Jamie McTaggart

Secretary: Kirsty Bagley

RECEIVED - MSC	
DATE	7-8-2015.
FILE	ADM0333.
CORRESPOND	ICR 182514.
ATTENTION	CEO.
ANSWERED	

11/8/15

Dear Martin,

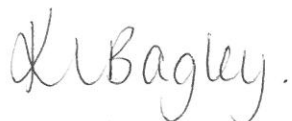
In response to your letter regarding the Lease of Portion of Reserve 16335, we would like to confirm that we desire to continue with this lease.

All funds raised from the crop on this land are an important part of our club, it enables us to give many things back to the community and the towns sporting facilities, it also allows us to subsidise our Junior football program in excess of \$5000 each year.

All inputs involved with growing the crop are paid for by the club or donated from the community and committee, over the years we have turned a very poor piece of land into a profitable asset that greatly benefits our club and greater community.

Should you wish to discuss further please contact our club president Geoff Cosgrove by phone- 0408956664 or arrange a meeting.

Many Thanks,



Kirsty Bagley.

9.2.3 LEASE OF LAND – MINGENEW SPORTS CLUB AND MINGENEW TURF CLUB

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest:
File Reference: ADM0333
Date: 10th August 2015
Author: Nita Jane, Manager Finance and Administration
Senior Officer: Martin Whitely, Chief Executive officer

Summary

Council is requested to approve the lease of part of Reserve Number 27425 to the Mingenew Sports Club and Mingenew Turf Club subject to confirmation being received that they wish to renew the lease and all statutory obligations being met.

Attachment

Lease Agreement – 2011-2016
Letter from Mingenew Sports Club
Letter from Mingenew Turf Club

Background

The current lease of part of Reserve Number 27425 to the Mingenew Sports Club and Mingenew Turf Club is due to expire on 18th May 2016.

Comment

The existing 5 year lease is due to expire in mid May 2016. Letters have been sent to the clubs requesting them to advise if they wish to have the lease renewed for a further 5 years. We have received their responses (See attachment).

Consultation

Mingenew Sports Club
Mingenew Turf Club

Statutory Environment

3.58. Disposing of property

(1) In this section —

dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;

property includes the whole or any part of the interest of a local government in property, but does not include money.

(2) Except as stated in this section, a local government can only dispose of property to —

(a) the highest bidder at public auction; or

(b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

(3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —

(a) it gives local public notice of the proposed disposition —

(i) describing the property concerned; and

(ii) giving details of the proposed disposition; and

(iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;

and

- (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.
- (4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —
- (a) the names of all other parties concerned; and
 - (b) the consideration to be received by the local government for the disposition; and
 - (c) the market value of the disposition —
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.
- (5) This section does not apply to —
- (a) a disposition of an interest in land under the *Land Administration Act 1997* section 189 or 190; or
 - (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or
 - (c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or
 - (d) any other disposition that is excluded by regulations from the application of this section.

[Section 3.58 amended by No. 49 of 2004 s. 27; No. 17 of 2009 s. 10.]

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.3
--

1. That Council resolve to enter into a new 5 year lease with the Mingenew Sports Club and Mingenew Turf Club for part of Reserve 27425 subject to:
2. Confirmation from the Mingenew Sports Club and Mingenew Turf Club that they wish to renew the lease
3. Public Notice being given as required by the Local Government Act 1995, s3.58
4. No written objections being received on the proposed lease
5. That the Chief Executive Officer and Shire President are authorised to sign the lease documents on behalf of the Shire of Mingenew once the above requirements are fulfilled.

MINGENEW SPORTS CLUB INC

ACN/ABN 64274415255

PO BOX 4

MINGENEW WA 6522

Ph. 08 9928 1177

Fax. 08 9928 1071

17/08/15

Mr Martin Whitely
CEO
Shire of Mingenew
PO Box 120
MINGENEW 6522

TO	MSO
DATE	17-08-2015
BY	ADM0333
CC	ILM152539
ATTN	CEO
ANSWERED	

Dear Martin,

Lease of portion of reserve 27425

Thank you for your letter regarding renewing our joint lease arrangement with the Shire for a portion of Reserve 27425 (Airport)

We would like to confirm that we are interested in continuing the lease arrangement for a further 5 years.

Thanking you,

Regards,



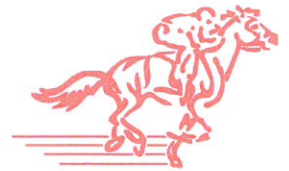
CELIA MORGAN
Secretary

PH. 99281986
0438 151 621

Mingenew Turf Club

PO BOX 91

Walkaway WA 6528



RECEIVED - MSC	
DATE	14-8-2015
FILE	ADM0333
COPY TO	ICR 152527
ATTENTION	CEO
ANSWERED	

Dear Martin

The Mingeneew Turf Club wishes to continue with the joint lease arrangement of the airstrip surrounds (Reserve 27245) as in the previous years as it is a vital part of our fundraising to cover the costs of running our race day.

Yours sincerely

A handwritten signature in black ink, appearing to read 'T Cosgrove', followed by a long horizontal flourish line.

Tania Cosgrove

Secretary

9.2.4 WATER USE AGREEMENT – BEATTIE PETA SMSF PTY LTD

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0256
Date: 2nd September 2015
Author: Nita Jane, Manager Finance and Administration
Senior Officer: Martin Whitely, Chief Executive officer

Summary

Council had an agreement with Darrel and Judith Beattie, which allowed them to draw water from the spring on Yandanooka Water Reserve 18110 and their agreement has recently expired. Council is requested to authorise the preparation and execution of a new water use agreement with the current property owners, Beattie Peta SMSF Pty Ltd.

Attachment

Water Use Agreement – 2015-2020

Background

The reserve has been vested with Council since 1928 (Originally in the name of Mingenew Roads Board). The existing usage agreements were issued with effect 1 July 2010 for a period of 5 years.

Comment

At the Council meeting on 19th August 2015, it was resolved that these Water Use Agreements be renewed for a period of 5 years. Following the meeting it was discovered that some of the property previously owned by Mr Campbell has been sold to Ikewa Grazing Company. This resulted in amendments to each of the four agreements and a new agreement being required for Ikewa Grazing Company.

Consultation

Cr Michelle Bagley
Julie Borrett, Senior Finance Officer
Mrs Kate Mills (Ikewa Grazing Company)

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.4

That Council approves a new Water Use Agreement with a term of 5 years between the Shire of Mingenew and Beattie Peta SMSF Pty Ltd, with a commencement date of 1st July 2015, with the Shire President and Chief Executive Officer authorised to execute the agreement on behalf of the Shire of Mingenew.

2015 - 2020

SHIRE OF MINGENEW

AND

BEATTIE PETA SMSF PTY LTD

WATER USE AGREEMENT

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SCHEDULE

WATER USE AGREEMENT

DEED dated 2015

BETWEEN: **SHIRE OF MINGENEW** of PO Box 120 Mingenew 6522 Western Australia ('the Grantor')

AND: **BEATTIE PETA SMSF PTY LTD** ('the Grantee')

RECITALS

- A. By a vesting order gazetted on 17th February 1938, the Reserve was vested in the Grantor's predecessor in title the Mingenew Road Board for the purpose of water supply.
- B. On the Reserve is the Spring.
- C. The Grantee is the registered proprietor of the Neighbouring Land.
- D. Water from the Spring is supplied to the Grantee by a piped water reticulation system as shown on the Plan.
- E. The Grantor has agreed to grant the Grantee the right to draw water from the Spring upon the terms and conditions contained in or implied by this Agreement.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless inconsistent with the context or the subject matter the following terms have the following meanings:

'Acts' - includes all acts and statutes (state or federal) for the time being enacted and all modifications, regulations, by-laws, requisitions or orders made to or under any act from time to time by any statutory, public or other competent authority;

'Commencement Date' - means the commencement date of this Agreement specified in Item 1 of the Schedule;

‘Engine’ - means the engine and all ancillary fittings located at or near the Spring and used to pump water from the Spring to the Neighbouring Land;

‘Grantee’s Covenants’ - means the terms covenants and conditions expressed or implied in this Agreement and on the part of the Grantee to be observed and performed;

‘Grantee’s pipes’ - means all the Grantee’s pipes within the Reserve for the conveyance pumping or storage of water drawn from the Spring;

‘Neighbouring Land’ - means the land specified in Item 3 of the Schedule;

‘Reserve’ - means Reserve 18110;

‘Schedule’ - means the schedule to this Deed;

‘Term’ - means the term specified in Item 2 of the Schedule;

‘Windmill’ - means the windmill located at or near the Spring used to pump water from the Spring to the Neighbouring Land.

1.2 INTERPRETATION

In this Deed, unless the contrary intention appears:

- (a) a reference to this Deed, the Agreement or any other instrument includes:
 - (i) both express and implied terms, covenants and conditions of those documents; and
 - (ii) all variations, additions and deletions to the terms, covenants and conditions contained in those documents whenever effected;
- (b) a reference to a person includes a reference to the person’s personal representative, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation’s successors and assigns;
- (c) a reference to any person if that person ceases to exist 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;
- (d) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (e) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;

- (f) a reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (g) a reference to a clause or the schedule is a reference to a clause in or the schedule to this Deed; and
- (h) the index and all headings have been included for ease of reference only and they are not to be used to construe or interpret any part of this Deed.

2. GRANT OF AGREEMENT

- 2.1 In consideration of the Grantee's covenants the Grantor grants to the Grantee for the Term the right to draw water from the Spring and the non-exclusive right to use those parts of the Reserve in common with others required for the purpose of drawing water from the Spring.
- 2.2 This grant by the Grantor to the Grantee for the Term is subject to the Grantee obeying and performing the Grantee's Covenants.

3. WATER SUPPLY

- 3.1 Subject to Clause 3.2, the Grantor will from the Commencement Date allow sufficient quantity of water from the Spring to be pumped to the Grantee's pipes to provide a substantial and continuous flow of water in the Grantee's pipes.
- 3.2 The Grantee will be entitled to use the quantity of water from the Spring it requires but if there is a natural diminution in the quantity of water available for distribution from the Spring the Grantor may acting reasonably impose a quota on the amount of water that the Grantee can draw from the Spring.
- 3.3 The Grantor and Grantee agree that the following schedule of priorities be adhered to in the event of any natural diminution in the quantity of water available from the Reserve: -
 - Bundanoon
 - Yandanooka Townsite
 - Campbell/Bagley/Ikewa Grazing bore
 - Beattie Peta SMSF Pty Ltd (Previously Darrel & Jude Beattie) bore

Any future applications to obtain water from this Reserve will be upon approval of the Grantor and under the conditions that in the event of any natural diminution in the quantity of water available, then the "Last On, First Off" concept will be implemented.

4. NO WARRANTY AS TO SUPPLY

The Grantor does not warrant or guarantee the supply or quality of water from the Spring and will not be liable to the Grantee for any loss or damage arising as a result of diminution in the quantity of water or quality of the water from the Spring for any reason.

5. GRANTEE TO COMPLY WITH ACTS

5.1 The Grantee must at its expense carry out any tests of the water drawn from the Spring that are required by any Acts and including without limitation the Australian Drinking Water Guidelines.

5.2 The Grantee must duly and punctually comply with and observe and indemnify the Grantor in respect of all Acts which relate or apply in any way to this Agreement and the Grantee's use and occupation of the Reserve.

5.3 The Grantee is to ensure full compliance with any requirement imposed upon the Grantor by the Water & Rivers Commission

6. USE OF WATER

The Grantee may use the water from the Spring to water livestock, and for domestic, and commercial purposes.

7. EQUIPMENT INSTALLED ON THE RESERVE

7.1 The Grantee must at its expense maintain and repair in good working order and condition the Grantee's pipes, the Windmill (if any) and any other equipment installed or erected on the Reserve by the Grantee with the Grantor's prior approval.

7.2 The Grantee acknowledges and agrees with the Grantor that any equipment to be installed on the Reserve must receive the prior approval of the Grantor and that any equipment installed on the Reserve by the Grantee is at the Grantee's risk in all respects and the Grantee releases and indemnifies the Grantor from all costs claims, actions, proceedings, demands, expenses, judgements, damages or losses of any kind attributable or relating to loss of life, personal injury or damages to any property and equipment wherever occurring.

8. ASSIGNMENT AND SUBGRANT AND SALE OF THE GRANTEE'S PROPERTY

8.1 The Grantee shall not assign or transfer the rights of the Grantee pursuant to this Agreement without the prior written consent of the Grantor.

8.2 The Grantee shall not sub-grant to any person to draw water from the Spring.

- 8.3 If the Grantee sells or otherwise disposes of the Neighbouring Land and the purchaser or assignee of the Neighbouring Land desires to draw water from the Spring then the Grantee will not sell or dispose of the Neighbouring Land without first obtaining the execution of such purchaser or assignee of an agreement with the Grantor at the cost of the Grantee in the same terms and conditions as are contained in this Deed or otherwise in such forms as the Grantor and its Solicitors shall approve.

9. TERMINATION OF AGREEMENT

9.1 If:

- (a) the Grantee breaches or fails to observe or perform any other of the Grantee's Covenants and that breach non-observance or non-performance continues after the expiration of 14 days of written notice to the Grantee to remedy the same; or
- (b) in the reasonable opinion of the Grantor and due to circumstances beyond the control of the Grantor the Spring no longer supports the Grantee drawing water from it, or the quality of the water is not suitable for the use specified in clause 5,

the Grantor may at any time and without any notice or demand immediately terminate this Agreement by written notice but without affecting any right of the Grantor under the Agreement.

9.2 At the expiration or sooner determination of the Term, the Grantee must: -

- (a) deliver up possession of the Reserve in good and substantial order and condition;
- (b) remove from the Reserve all items which have been erected or installed by the Grantee; and
- (c) make good to the satisfaction of the Grantor any damage caused to the Reserve by the removal of items erected or installed on the Reserve by the Grantee.

10. INDEMNITY

The Grantee indemnifies the Grantor against any claim made or expenses incurred by the Grantor arising from anything which may occur in the Reserve or arising from the existence of the Grantee's pipes, damage to or destruction of the Grantee's pipes or the flow of water from the Grantee's pipes.

11. RESERVE MANAGEMENT

The Grantees are collectively responsible for the management of Reserve No. 18110 which will incorporate areas such as: -

F10.1 Firebreaks - It is the responsibility of the Grantees to collectively ensure that all Firebreaks along the boundaries of this Reserve are installed in accordance with the requirements of the Shire of Mingenew Local Laws relating to Fire Control Orders unless otherwise determined by Council to exempt this particular land from boundary firebreaks.

P40 Public Access - no access is allowed to this Reserve unless prior authorisation is received from the Shire of Mingenew and/or the Grantees of this Reserve.

R10 Rare and Endangered Species Control - The Grantees are collectively responsible to comply with the requirements of the Wildlife Conservation Act relevant to the protection of rare flora and fauna.

V20 Vermin (Feral Animals) Control - The Grantees are collectively responsible for the control, containment or eradication of all vermin (feral animals) if and when identified by the Agriculture Board of WA.

W20 Noxious Weed Control - The Grantees are collectively responsible for the control, containment or eradication of all declared weeds as identified by the Agriculture Protection Board of WA.

12. SIGNATORIES

EXECUTED by the parties:

SHIRE OF MINGENEW

Signature _____ (.....)
Name

Signature _____ (.....)
Name

ON THIS _____ DAY OF _____ 2015

The Common Seal of the Shire of Mingenew was hereto affixed

on the day of 2015

in the presence of:

MA BAGLEY
PRESIDENT

M WHITELY
CHIEF EXECUTIVE OFFICER

ON THIS _____ DAY OF _____ 2015

GRANTEE

Signature _____ **BEATTIE PETA SMSF PTY LTD**

Signature _____ **BEATTIE PETA SMSF PTY LTD**

ON THIS _____ DAY OF _____ 2015

SCHEDULE FORMING PART OF THE WATER AGREEMENT

1. This Agreement shall operate from 1st July 2015
2. The period of the Agreement shall be for five years
3. The Agreement is approved for the following land parcels considered to be neighbouring land
 - (a) Lot 61, Victoria Location 1910

9.2.5 WATER USE AGREEMENT – RA CAMPBELL

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0256
Date: 2nd September 2015
Author: Nita Jane, Manager Finance and Administration
Senior Officer: Martin Whitely, Chief Executive officer

Summary

Council had an agreement with Robert Campbell, which allowed him to draw water from the spring on Yandanooka Water Reserve 18110 and their agreement has recently expired. Council is requested to authorise the preparation and execution of a new water use agreement with the current property owner, Robert Campbell.

Attachment

Water Use Agreement – 2015-2020

Background

The reserve has been vested with Council since 1928 (Originally in the name of Mingenew Roads Board). The existing usage agreements were issued with effect 1 July 2010 for a period of 5 years.

Comment

At the Council meeting on 19th August 2015, it was resolved that these Water Use Agreements be renewed for a period of 5 years. Following the meeting it was discovered that some of the property previously owned by Mr Campbell has been sold to Ikewa Grazing Company. This resulted in amendments to each of the four agreements and a new agreement being required for Ikewa Grazing Company.

Consultation

Cr Michelle Bagley
Julie Borrett, Senior Finance Officer
Mrs Kate Mills (Ikewa Grazing Company)

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.5

That Council approves a new Water Use Agreement with a term of 5 years between the Shire of Mingenew and Robert Campbell with a commencement date of 1st July 2015 with the Shire President and Chief Executive Officer authorised to execute the agreement on behalf of the Shire of Mingenew.

2015 - 2020

SHIRE OF MINGENEW

AND

ROBERT ALEXANDER CAMPBELL

WATER USE AGREEMENT

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SCHEDULE

WATER USE AGREEMENT

DEED dated 2015

BETWEEN: **SHIRE OF MINGENEW** of PO Box 120 Mingenew 6522 Western Australia ('the Grantor')

AND: **ROBERT ALEXANDER CAMPBELL** ('the Grantee')

RECITALS

- A. By a vesting order gazetted on 17th February 1938, the Reserve was vested in the Grantor's predecessor in title the Mingenew Road Board for the purpose of water supply.
- B. On the Reserve is the Spring.
- C. The Grantee is the registered proprietor of the Neighbouring Land.
- D. Water from the Spring is supplied to the Grantee by a piped water reticulation system as shown on the Plan.
- E. The Grantor has agreed to grant the Grantee the right to draw water from the Spring upon the terms and conditions contained in or implied by this Agreement.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless inconsistent with the context or the subject matter the following terms have the following meanings:

'Acts' - includes all acts and statutes (state or federal) for the time being enacted and all modifications, regulations, by-laws, requisitions or orders made to or under any act from time to time by any statutory, public or other competent authority;

'Commencement Date' - means the commencement date of this Agreement specified in Item 1 of the Schedule;

‘Engine’ - means the engine and all ancillary fittings located at or near the Spring and used to pump water from the Spring to the Neighbouring Land;

‘Grantee’s Covenants’ - means the terms covenants and conditions expressed or implied in this Agreement and on the part of the Grantee to be observed and performed;

‘Grantee’s pipes’ - means all the Grantee’s pipes within the Reserve for the conveyance pumping or storage of water drawn from the Spring;

‘Neighbouring Land’ - means the land specified in Item 3 of the Schedule;

‘Reserve’ - means Reserve 18110;

‘Schedule’ - means the schedule to this Deed;

‘Term’ - means the term specified in Item 2 of the Schedule;

‘Windmill’ - means the windmill located at or near the Spring used to pump water from the Spring to the Neighbouring Land.

1.2 INTERPRETATION

In this Deed, unless the contrary intention appears:

- (a) a reference to this Deed, the Agreement or any other instrument includes:
 - (i) both express and implied terms, covenants and conditions of those documents; and
 - (ii) all variations, additions and deletions to the terms, covenants and conditions contained in those documents whenever effected;
- (b) a reference to a person includes a reference to the person’s personal representative, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation’s successors and assigns;
- (c) a reference to any person if that person ceases to exist 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;
- (d) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (e) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;

- (f) a reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (g) a reference to a clause or the schedule is a reference to a clause in or the schedule to this Deed; and
- (h) the index and all headings have been included for ease of reference only and they are not to be used to construe or interpret any part of this Deed.

2. GRANT OF AGREEMENT

- 2.1 In consideration of the Grantee's covenants the Grantor grants to the Grantee for the Term the right to draw water from the Spring and the non-exclusive right to use those parts of the Reserve in common with others required for the purpose of drawing water from the Spring.
- 2.2 This grant by the Grantor to the Grantee for the Term is subject to the Grantee obeying and performing the Grantee's Covenants.

3. WATER SUPPLY

- 3.1 Subject to Clause 3.2, the Grantor will from the Commencement Date allow sufficient quantity of water from the Spring to be pumped to the Grantee's pipes to provide a substantial and continuous flow of water in the Grantee's pipes.
- 3.2 The Grantee will be entitled to use the quantity of water from the Spring it requires but if there is a natural diminution in the quantity of water available for distribution from the Spring the Grantor may acting reasonably impose a quota on the amount of water that the Grantee can draw from the Spring.
- 3.3 The Grantor and Grantee agree that the following schedule of priorities be adhered to in the event of any natural diminution in the quantity of water available from the Reserve: -
 - Bundanoon
 - Yandanooka Townsite
 - Campbell/Bagley/Ikewa Grazing bore
 - Beattie Peta SMSF Pty Ltd (Previously Darrel & Jude Beattie) bore

Any future applications to obtain water from this Reserve will be upon approval of the Grantor and under the conditions that in the event of any natural diminution in the quantity of water available, then the "Last On, First Off" concept will be implemented.

4. NO WARRANTY AS TO SUPPLY

The Grantor does not warrant or guarantee the supply or quality of water from the Spring and will not be liable to the Grantee for any loss or damage arising as a result of diminution in the quantity of water or quality of the water from the Spring for any reason.

5. GRANTEE TO COMPLY WITH ACTS

5.1 The Grantee must at its expense carry out any tests of the water drawn from the Spring that are required by any Acts and including without limitation the Australian Drinking Water Guidelines.

5.2 The Grantee must duly and punctually comply with and observe and indemnify the Lessor in respect of all Acts which relate or apply in any way to this Agreement and the Grantee's use and occupation of the Reserve.

5.3 The Grantee is to ensure full compliance with any requirement imposed upon the Grantor by the Water & Rivers Commission

6. USE OF WATER

The Grantee may use the water from the Spring to water livestock, and for domestic, and commercial purposes.

7. EQUIPMENT INSTALLED ON THE RESERVE

7.1 The Grantee must at its expense maintain and repair in good working order and condition the Grantee's pipes, the Windmill (if any) and any other equipment installed or erected on the Reserve by the Grantee with the Grantor's prior approval.

7.2 The Grantee acknowledges and agrees with the Grantor that any equipment to be installed on the Reserve must receive the prior approval of the Grantor and that any equipment installed on the Reserve by the Grantee is at the Grantee's risk in all respects and the Grantee releases and indemnifies the Grantor from all costs claims, actions, proceedings, demands, expenses, judgements, damages or losses of any kind attributable or relating to loss of life, personal injury or damages to any property and equipment wherever occurring.

8. ASSIGNMENT AND SUB-GRANT AND SALE OF THE GRANTEE'S PROPERTY

8.1 The Grantee shall not assign or transfer the rights of the Grantee pursuant to this Agreement without the prior written consent of the Grantor.

8.2 The Grantee shall not sub-grant any person to draw water from the Spring.

- 8.3 If the Grantee sells or otherwise disposes of the Neighbouring Land and the purchaser or assignee of the Neighbouring Land desires to draw water from the Spring then the Grantee will not sell or dispose of the Neighbouring Land without first obtaining the execution of such purchaser or assignee of an agreement with the Grantor at the cost of the Grantee in the same terms and conditions as are contained in this Deed or otherwise in such forms as the Grantor and its Solicitors shall approve.

9. TERMINATION OF AGREEMENT

9.1 If:

- (a) the Grantee breaches or fails to observe or perform any other of the Grantee's Covenants and that breach non-observance or non-performance continues after the expiration of 14 days of written notice to the Grantee to remedy the same; or
- (b) in the reasonable opinion of the Grantor and due to circumstances beyond the control of the Grantor the Spring no longer supports the Grantee drawing water from it, or the quality of the water is not suitable for the use specified in clause 5,

the Grantor may at any time and without any notice or demand immediately terminate this Agreement by written notice but without affecting any right of the Grantor under the Agreement.

9.2 At the expiration or sooner determination of the Term, the Grantee must: -

- (a) deliver up possession of the Reserve in good and substantial order and condition;
- (b) remove from the Reserve all items which have been erected or installed by the Grantee; and
- (c) make good to the satisfaction of the Grantor any damage caused to the Reserve by the removal of items erected or installed on the Reserve by the Grantee.

10. INDEMNITY

The Grantee indemnifies the Grantor against any claim made or expenses incurred by the Grantor arising from anything which may occur in the Reserve or arising from the existence of the Grantee's pipes, damage to or destruction of the Grantee's pipes or the flow of water from the Grantee's pipes.

11. RESERVE MANAGEMENT

The Grantees are collectively responsible for the management of Reserve No. 18110 which will incorporate areas such as: -

F10.1 Firebreaks - It is the responsibility of the Grantees to collectively ensure that all Firebreaks along the boundaries of this Reserve are installed in accordance with the requirements of the Shire of Mingenew Local Laws relating to Fire Control Orders unless otherwise determined by Council to exempt this particular land from boundary firebreaks.

P40 Public Access - no access is allowed to this Reserve unless prior authorisation is received from the Shire of Mingenew and/or the Grantees of this Reserve.

R10 Rare and Endangered Species Control - The Grantees are collectively responsible to comply with the requirements of the Wildlife Conservation Act relevant to the protection of rare flora and fauna.

V20 Vermin (Feral Animals) Control - The Grantees are collectively responsible for the control, containment or eradication of all vermin (feral animals) if and when identified by the Agriculture Board of WA.

W20 Noxious Weed Control - The Grantees are collectively responsible for the control, containment or eradication of all declared weeds as identified by the Agriculture Protection Board of WA.

12. SIGNATORIES

EXECUTED by the parties:

SHIRE OF MINGENEW

Signature _____ (.....)
Name

Signature _____ (.....)
Name

ON THIS _____ DAY OF _____ 2015

The Common Seal of the Shire of Mingenew was hereto affixed
on the day of 2015

in the presence of:

MA BAGLEY
PRESIDENT

M WHITELY
CHIEF EXECUTIVE OFFICER

ON THIS _____ DAY OF _____ 2015

GRANTEE

Signature _____ **ROBERT ALEXANDER CAMPBELL**

ON THIS _____ DAY OF _____ 2015

SCHEDULE FORMING PART OF THE WATER USE AGREEMENT

1. This Agreement shall operate from 1st July 2015
2. The period of the Agreement shall be for five years
3. The Agreement is approved for the following land parcels considered to be neighbouring land
 - (a) Lot 18, Victoria Location 1929
 - (b) Lot 19, Victoria Location 1929

9.2.6 WATER USE AGREEMENT – IKEWA GRAZING COMPANY

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Nil
File Reference: ADM0256
Date: 2nd September 2015
Author: Nita Jane, Manager Finance and Administration
Senior Officer: Martin Whitely, Chief Executive officer

Summary

Council had an agreement with Robert Campbell, which allowed him to draw water from the spring on Yandanooka Water Reserve 18110 and their agreement has recently expired. Council is requested to authorise the preparation and execution of a new water use agreement with the current property owner, Ikewa Grazing Company.

Attachment

Water Use Agreement – 2015-2020

Background

The reserve has been vested with Council since 1928 (Originally in the name of Mingenew Roads Board). The existing agreements were issued with effect 1 July 2010 for a period of 5 years.

Comment

At the Council meeting on 19th August 2015, it was resolved that these Water Use Agreements be renewed for a period of 5 years. Following the meeting it was discovered that some of the property previously owned by Mr Campbell has been sold to Ikewa Grazing Company. This resulted in amendments to each of the four agreements and a new agreement being required for Ikewa Grazing Company.

The agreement provides that the grantee (in this case Ikewa Grazing Company) to use the quantity of water they require but if the quantity of water available diminishes Council may impose a quota. To date this has not been necessary.

The location approved under the terms of the agreement for use of the water for Ikewa Grazing Company is for the following land parcels:

Lot 104, Yandanooka North East Road
Lot 107, Yandanooka North East Road
Lot 16 Victoria Location 1929
Lot 17 Victoria Location 1929

There appears to be little obligation on Council with the existing agreements. The grantees are required to supply the pump equipment and pipeline, carry out tests to confirm water quality and to comply with any requirements imposed by the Department of Water.

In addition, the grantees are responsible for the management of the Reserve 18110 including maintaining firebreaks, restricting public access, protection of rare flora and fauna, control and eradication of vermin, and the control of noxious weeds.

Consultation

Cr Michelle Bagley
Julie Borrett, Senior Finance Officer
Mrs Kate Mills (Ikewa Grazing Company)

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.6
--

That Council approves a new Water Use Agreement with a term of 5 years between the Shire of Mingenew and Ikewa Grazing Company with a commencement date of 1st July 2015 with the Shire President and Chief Executive Officer authorised to execute the agreement on behalf of the Shire of Mingenew.

2015 - 2020

SHIRE OF MINGENEW

AND

Ikewa Grazing Company Pty Ltd

WATER USE AGREEMENT

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SCHEDULE

WATER USE AGREEMENT

DEED dated 2015

BETWEEN: **SHIRE OF MINGENEW** of PO Box 120 Mingenew 6522 Western Australia ('the Grantor')

AND: **Ikewa Grazing Company Pty Ltd** ('the Grantee')

RECITALS

- A. By a vesting order gazetted on 17th February 1938, the Reserve was vested in the Grantor's predecessor in title the Mingenew Road Board for the purpose of water supply.
- B. On the Reserve is the Spring.
- C. The Grantee is the registered proprietor of the Neighbouring Land.
- D. Water from the Spring is supplied to the Grantee by a piped water reticulation system as shown on the Plan.
- E. The Grantor has agreed to grant the Grantee the right to draw water from the Spring upon the terms and conditions contained in or implied by this Agreement.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless inconsistent with the context or the subject matter the following terms have the following meanings:

'Acts' - includes all acts and statutes (state or federal) for the time being enacted and all modifications, regulations, by-laws, requisitions or orders made to or under any act from time to time by any statutory, public or other competent authority;

'Commencement Date' - means the commencement date of this Agreement specified in Item 1 of the Schedule;

‘Engine’ - means the engine and all ancillary fittings located at or near the Spring and used to pump water from the Spring to the Neighbouring Land;

‘Grantee’s Covenants’ - means the terms covenants and conditions expressed or implied in this Agreement and on the part of the Grantee to be observed and performed;

‘Grantee’s pipes’ - means all the Grantee’s pipes within the Reserve for the conveyance pumping or storage of water drawn from the Spring;

‘Neighbouring Land’ - means the land specified in Item 3 of the Schedule;

‘Reserve’ - means Reserve 18110;

‘Schedule’ - means the schedule to this Deed;

‘Term’ - means the term specified in Item 2 of the Schedule;

‘Windmill’ - means the windmill located at or near the Spring used to pump water from the Spring to the Neighbouring Land.

1.2 INTERPRETATION

In this Deed, unless the contrary intention appears:

- (a) a reference to this Deed, the Agreement or any other instrument includes:
 - (i) both express and implied terms, covenants and conditions of those documents; and
 - (ii) all variations, additions and deletions to the terms, covenants and conditions contained in those documents whenever effected;
- (b) a reference to a person includes a reference to the person’s personal representative, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation’s successors and assigns;
- (c) a reference to any person if that person ceases to exist 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;
- (d) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (e) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;

- (f) a reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (g) a reference to a clause or the schedule is a reference to a clause in or the schedule to this Deed; and
- (h) the index and all headings have been included for ease of reference only and they are not to be used to construe or interpret any part of this Deed.

2. GRANT OF AGREEMENT

- 2.1 In consideration of the Grantee's covenants the Grantor grants to the Grantee for the Term the right to draw water from the Spring and the non-exclusive right to use those parts of the Reserve in common with others required for the purpose of drawing water from the Spring.
- 2.2 This grant by the Grantor to the Grantee for the Term is subject to the Grantee obeying and performing the Grantee's Covenants.

3. WATER SUPPLY

- 3.1 Subject to Clause 3.2, the Grantor will from the Commencement Date allow sufficient quantity of water from the Spring to be pumped to the Grantee's pipes to provide a substantial and continuous flow of water in the Grantee's pipes.
- 3.2 The Grantee will be entitled to use the quantity of water from the Spring it requires but if there is a natural diminution in the quantity of water available for distribution from the Spring the Grantor may acting reasonably impose a quota on the amount of water that the Grantee can draw from the Spring.
- 3.3 The Grantor and Grantee agree that the following schedule of priorities be adhered to in the event of any natural diminution in the quantity of water available from the Reserve: -
 - Bundanoon
 - Yandanooka Townsite
 - Campbell/Bagley/Ikewa Grazing bore
 - Beattie Peta SMSF Pty Ltd (Previously Darrel & Jude Beattie) bore

Any future applications to obtain water from this Reserve will be upon approval of the Grantor and under the conditions that in the event of any natural diminution in the quantity of water available, then the "Last On, First Off" concept will be implemented.

4. NO WARRANTY AS TO SUPPLY

The Grantor does not warrant or guarantee the supply or quality of water from the Spring and will not be liable to the Grantee for any loss or damage arising as a result of diminution in the quantity of water or quality of the water from the Spring for any reason.

5. GRANTEE TO COMPLY WITH ACTS

5.1 The Grantee must at its expense carry out any tests of the water drawn from the Spring that are required by any Acts and including without limitation the Australian Drinking Water Guidelines.

5.2 The Grantee must duly and punctually comply with and observe and indemnify the Lessor in respect of all Acts which relate or apply in any way to this Agreement and the Grantee's use and occupation of the Reserve.

5.3 The Grantee is to ensure full compliance with any requirement imposed upon the Grantor by the Water & Rivers Commission

6. USE OF WATER

The Grantee may use the water from the Spring to water livestock, and for domestic, and commercial purposes.

7. EQUIPMENT INSTALLED ON THE RESERVE

7.1 The Grantee must at its expense maintain and repair in good working order and condition the Grantee's pipes, the Windmill (if any) and any other equipment installed or erected on the Reserve by the Grantee with the Grantor's prior approval.

7.2 The Grantee acknowledges and agrees with the Grantor that any equipment to be installed on the Reserve must receive the prior approval of the Grantor and that any equipment installed on the Reserve by the Grantee is at the Grantee's risk in all respects and the Grantee releases and indemnifies the Grantor from all costs claims, actions, proceedings, demands, expenses, judgements, damages or losses of any kind attributable or relating to loss of life, personal injury or damages to any property and equipment wherever occurring.

8. ASSIGNMENT AND SUB-GRANT AND SALE OF THE GRANTEE'S PROPERTY

8.1 The Grantee shall not assign or transfer the rights of the Grantee pursuant to this Agreement without the prior written consent of the Grantor.

8.2 The Grantee shall not sub-grant any person to draw water from the Spring.

- 8.3 If the Grantee sells or otherwise disposes of the Neighbouring Land and the purchaser or assignee of the Neighbouring Land desires to draw water from the Spring then the Grantee will not sell or dispose of the Neighbouring Land without first obtaining the execution of such purchaser or assignee of an agreement with the Grantor at the cost of the Grantee in the same terms and conditions as are contained in this Deed or otherwise in such forms as the Grantor and its Solicitors shall approve.

9. TERMINATION OF AGREEMENT

9.1 If:

- (a) the Grantee breaches or fails to observe or perform any other of the Grantee's Covenants and that breach non-observance or non-performance continues after the expiration of 14 days of written notice to the Grantee to remedy the same; or
- (b) in the reasonable opinion of the Grantor and due to circumstances beyond the control of the Grantor the Spring no longer supports the Grantee drawing water from it, or the quality of the water is not suitable for the use specified in clause 5,

the Grantor may at any time and without any notice or demand immediately terminate this Agreement by written notice but without affecting any right of the Grantor under the Agreement.

9.2 At the expiration or sooner determination of the Term, the Grantee must: -

- (a) deliver up possession of the Reserve in good and substantial order and condition;
- (b) remove from the Reserve all items which have been erected or installed by the Grantee; and
- (c) make good to the satisfaction of the Grantor any damage caused to the Reserve by the removal of items erected or installed on the Reserve by the Grantee.

10. INDEMNITY

The Grantee indemnifies the Grantor against any claim made or expenses incurred by the Grantor arising from anything which may occur in the Reserve or arising from the existence of the Grantee's pipes, damage to or destruction of the Grantee's pipes or the flow of water from the Grantee's pipes.

11. **RESERVE MANAGEMENT**

The Grantees are collectively responsible for the management of Reserve No. 18110 which will incorporate areas such as: -

F10.1 Firebreaks - It is the responsibility of the Grantees to collectively ensure that all Firebreaks along the boundaries of this Reserve are installed in accordance with the requirements of the Shire of Mingenew Local Laws relating to Fire Control Orders unless otherwise determined by Council to exempt this particular land from boundary firebreaks.

P40 Public Access - no access is allowed to this Reserve unless prior authorisation is received from the Shire of Mingenew and/or the Grantees of this Reserve.

R10 Rare and Endangered Species Control - The Grantees are collectively responsible to comply with the requirements of the Wildlife Conservation Act relevant to the protection of rare flora and fauna.

V20 Vermin (Feral Animals) Control - The Grantees are collectively responsible for the control, containment or eradication of all vermin (feral animals) if and when identified by the Agriculture Board of WA.

W20 Noxious Weed Control - The Grantees are collectively responsible for the control, containment or eradication of all declared weeds as identified by the Agriculture Protection Board of WA.

12. SIGNATORIES

EXECUTED by the parties:

SHIRE OF MINGENEW

Signature _____ (.....)
Name

Signature _____ (.....)
Name

ON THIS _____ DAY OF _____ 2015

The Common Seal of the Shire of Mingenew was hereto affixed

on the day of 2015

in the presence of:

MA BAGLEY
PRESIDENT

M WHITELY
CHIEF EXECUTIVE OFFICER

ON THIS _____ DAY OF _____ 2015

GRANTEE

Signature _____ **Ikewa Grazing Company Pty Ltd**

Signature _____ **Ikewa Grazing Company Pty Ltd**

ON THIS _____ DAY OF _____ 2015

SCHEDULE FORMING PART OF THE WATER USE AGREEMENT

1. This Agreement shall operate from 1st July 2015
2. The period of the Agreement shall be for five years
3. The Agreement is approved for the following land parcels considered to be neighbouring land
 - (a) Lot 104 Yandanooka North East Road
 - (b) Lot 107 Yandanooka North East Road
 - (c) Lot 16, Victoria Location 1929
 - (d) Lot 17, Victoria Location 1929

9.2.7 WATER USE AGREEMENT – DAVID AND MICHELLE BAGLEY

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
Disclosure of Interest: Cr Bagley
File Reference: ADM **0256**
Date: 2nd September 2015
Author: Nita Jane, Manager Finance and Administration
Senior Officer: Martin Whitely, Chief Executive officer

Summary

Council had an agreement with David and Michelle Bagley, which allowed them to draw water from the spring on Yandanooka Water Reserve 18110 and their agreement has recently expired. Council is requested to authorise the preparation and execution of a new water use agreement with the current property owners, David and Michelle Bagley.

Attachment

Water Use Agreement – 2015-2020

Background

The reserve has been vested with Council since 1928 (Originally in the name of Mingenew Roads Board). The existing agreements were issued with effect 1 July 2010 for a period of 5 years.

Comment

At the Council meeting on 19th August 2015, it was resolved that these Water Use Agreements be renewed for a period of 5 years. Following the meeting it was discovered that some of the property previously owned by Mr Campbell has been sold to Ikewa Grazing Company. This resulted in amendments to each of the four agreements and a new agreement being required for Ikewa Grazing Company.

Consultation

Cr Michelle Bagley
Julie Borrett, Senior Finance Officer
Mrs Kate Mills (Ikewa Grazing Company)

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.7

That Council approves a new water use agreement with a term of 5 years between the Shire of Mingenew and David and Michelle Bagley with a commencement date of 1st July 2015 with the Deputy Shire President and Chief Executive Officer authorised to execute the agreement on behalf of the Shire of Mingenew.

2015 - 2020

SHIRE OF MINGENEW

AND

DAVID AND MICHELLE BAGLEY

WATER USE AGREEMENT

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SCHEDULE

WATER USE AGREEMENT

DEED dated 2015

BETWEEN: **SHIRE OF MINGENEW** of PO Box 120 Mingenew 6522 Western Australia ('the Grantor')

AND: **DAVID RUSSELL BAGLEY and MICHELLE ANNE BAGLEY** of Beatonsfield Yandanooka via Mingenew 6522 Western Australia ('the Grantee')

RECITALS

- A. By a vesting order gazetted on 17th February 1938, the Reserve was vested in the Grantor's predecessor in title, the Mingenew Road Board, for the purpose of water supply.
- B. On the Reserve is the Spring.
- C. The Grantee is the registered proprietor of the Neighbouring Land.
- D. Water from the Spring is supplied to the Grantee by a piped water reticulation system as shown on the Plan.
- E. The Grantor has agreed to grant the Grantee the right to draw water from the Spring upon the terms and conditions contained in or implied by this Agreement.

OPERATIVE PART

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement unless inconsistent with the context or the subject matter the following terms have the following meanings:

'Acts' - includes all acts and statutes (state or federal) for the time being enacted and all modifications, regulations, by-laws, requisitions or orders made to or under any act from time to time by any statutory, public or other competent authority;

'Commencement Date' - means the commencement date of this Agreement specified in Item 1 of the Schedule;

‘Engine’ - means the engine and all ancillary fittings located at or near the Spring and used to pump water from the Spring to the Neighbouring Land;

‘Grantee’s Covenants’ - means the terms covenants and conditions expressed or implied in this Agreement and on the part of the Grantee to be observed and performed;

‘Grantee’s pipes’ - means all the Grantee’s pipes within the Reserve for the conveyance pumping or storage of water drawn from the Spring;

‘Neighbouring Land’ - means the land specified in Item 3 of the Schedule;

‘Reserve’ - means Reserve 18110;

‘Schedule’ - means the schedule to this Deed;

‘Term’ - means the term specified in Item 2 of the Schedule;

‘Windmill’ - means the windmill located at or near the Spring used to pump water from the Spring to the Neighbouring Land.

1.2 INTERPRETATION

In this Deed, unless the contrary intention appears:

- (a) a reference to this Deed, the Agreement or any other instrument includes:
 - (i) both express and implied terms, covenants and conditions of those documents; and
 - (ii) all variations, additions and deletions to the terms, covenants and conditions contained in those documents whenever effected;
- (b) a reference to a person includes a reference to the person’s personal representative, executors, administrators, successors and assigns and a reference to a corporation includes a reference to the corporation’s successors and assigns;
- (c) a reference to any person if that person ceases to exist 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;
- (d) an obligation, representation or warranty in favour of two or more persons is for the benefit of them jointly and severally;
- (e) an obligation, representation or warranty on the part of two or more persons binds them jointly and severally;

- (f) a reference to any thing includes the whole or any part of that thing and a reference to a group of things or persons includes each thing or person in that group;
- (g) a reference to a clause or the schedule is a reference to a clause in or the schedule to this Deed; and
- (h) the index and all headings have been included for ease of reference only and they are not to be used to construe or interpret any part of this Deed.

2. GRANT OF USE AGREEMENT

- 2.1 In consideration of the Grantee's covenants the Grantor grants to the Grantee for the Term the right to draw water from the Spring and the non-exclusive right to use those parts of the Reserve in common with others required for the purpose of drawing water from the Spring.
- 2.2 This grant by the Grantor to the Grantee for the Term is subject to the Grantee obeying and performing the Grantee's Covenants.

3. WATER SUPPLY

- 3.1 Subject to Clause 3.2, the Grantor will from the Commencement Date allow sufficient quantity of water from the Spring to be pumped to the Grantee's pipes to provide a substantial and continuous flow of water in the Grantee's pipes.
- 3.2 The Grantee will be entitled to use the quantity of water from the Spring it requires but if there is a natural diminution in the quantity of water available for distribution from the Spring the Grantor may acting reasonably impose a quota on the amount of water that the Grantee can draw from the Spring.
- 3.3 The Grantor and Grantee agree that the following schedule of priorities be adhered to in the event of any natural diminution in the quantity of water available from the Reserve: -
 - Bundanoon
 - Yandanooka Townsite
 - Campbell/Bagley/Ikewa Grazing bore
 - Beattie Peta SMSF Pty Ltd (Previously Darrel & Jude Beattie) bore

Any future applications to obtain water from this Reserve will be upon approval of the Grantor and under the conditions that in the event of any natural diminution in the quantity of water available, then the "Last On, First Off" concept will be implemented.

4. NO WARRANTY AS TO SUPPLY

The Grantor does not warrant or guarantee the supply or quality of water from the Spring and will not be liable to the Grantee for any loss or damage arising as a result of diminution in the quantity of water or quality of the water from the Spring for any reason.

5. GRANTEE TO COMPLY WITH ACTS

5.1 The Grantee must at its expense carry out any tests of the water drawn from the Spring that are required by any Acts and including without limitation the Australian Drinking Water Guidelines.

5.2 The Grantee must duly and punctually comply with and observe and indemnify the Grantor in respect of all Acts which relate or apply in any way to this Agreement and the Grantee's use and occupation of the Reserve.

5.3 The Grantee is to ensure full compliance with any requirement imposed upon the Grantor by the Water & Rivers Commission

6. USE OF WATER

The Grantee may use the water from the Spring to water livestock, and for domestic, and commercial purposes.

7. EQUIPMENT INSTALLED ON THE RESERVE

7.1 The Grantee must at its expense maintain and repair in good working order and condition the Grantee's pipes, the Windmill (if any) and any other equipment installed or erected on the Reserve by the Grantee with the Grantor's prior approval.

7.2 The Grantee acknowledges and agrees with the Grantor that any equipment to be installed on the Reserve must receive the prior approval of the Grantor and that any equipment installed on the Reserve by the Grantee is at the Grantee's risk in all respects and the Grantee releases and indemnifies the Grantor from all costs claims, actions, proceedings, demands, expenses, judgements, damages or losses of any kind attributable or relating to loss of life, personal injury or damages to any property and equipment wherever occurring.

8. ASSIGNMENT AND SUBGRANTING AND SALE OF THE GRANTEE'S PROPERTY

8.1 The Grantee shall not assign or transfer the rights of the Grantee pursuant to this Agreement without the prior written consent of the Grantor.

8.2 The Grantee shall not subgrant any person to draw water from the Spring.

- 8.3 If the Grantee sells or otherwise disposes of the Neighbouring Land and the purchaser or assignee of the Neighbouring Land desires to draw water from the Spring then the Grantee will not sell or dispose of the Neighbouring Land without first obtaining the execution of such purchaser or assignee of an agreement with the Grantor at the cost of the Grantee in the same terms and conditions as are contained in this Deed or otherwise in such forms as the Grantor and its Solicitors shall approve.

9. TERMINATION OF USE AGREEMENT

9.1 If:

- (a) the Grantee breaches or fails to observe or perform any other of the Grantee's Covenants and that breach non-observance or non-performance continues after the expiration of 14 days of written notice to the Grantee to remedy the same; or
- (b) in the reasonable opinion of the Grantor and due to circumstances beyond the control of the Grantor the Spring no longer supports the Grantee drawing water from it, or the quality of the water is not suitable for the use specified in clause 5,

the Grantor may at any time and without any notice or demand immediately terminate this Agreement by written notice but without affecting any right of the Grantor under the Agreement.

9.2 At the expiration or sooner determination of the Term, the Grantee must: -

- (a) deliver up possession of the Reserve in good and substantial order and condition;
- (b) remove from the Reserve all items which have been erected or installed by the Grantee; and
- (c) make good to the satisfaction of the Grantor any damage caused to the Reserve by the removal of items erected or installed on the Reserve by the Grantee.

10. INDEMNITY

The Grantee indemnifies the Grantor against any claim made or expenses incurred by the Grantor arising from anything which may occur in the Reserve or arising from the existence of the Grantee's pipes, damage to or destruction of the Grantee's pipes or the flow of water from the Grantee's pipes.

11. RESERVE MANAGEMENT

The Grantees are collectively responsible for the management of Reserve No. 18110 which will incorporate areas such as: -

F10.1 Firebreaks - It is the responsibility of the Grantees to collectively ensure that all Firebreaks along the boundaries of this Reserve are installed in accordance with the requirements of the Shire of Mingenew Local Laws relating to Fire Control Orders unless otherwise determined by Council to exempt this particular land from boundary firebreaks.

P40 Public Access - no access is allowed to this Reserve unless prior authorisation is received from the Shire of Mingenew and/or the Grantees of this Reserve.

R10 Rare and Endangered Species Control - The Grantees are collectively responsible to comply with the requirements of the Wildlife Conservation Act relevant to the protection of rare flora and fauna.

V20 Vermin (Feral Animals) Control - The Grantees are collectively responsible for the control, containment or eradication of all vermin (feral animals) if and when identified by the Agriculture Board of WA.

W20 Noxious Weed Control - The Grantees are collectively responsible for the control, containment or eradication of all declared weeds as identified by the Agriculture Protection Board of WA.

12. **SIGNATORIES**

EXECUTED by the parties:

SHIRE OF MINGENEW

Signature _____ (.....)
Name

Signature _____ (.....)
Name

ON THIS _____ DAY OF _____ 2015

The Common Seal of the Shire of Mingenew was hereto affixed
on the day of 2015
in the presence of:

PJ GLEDHILL
DEPUTY PRESIDENT

M WHITELY
CHIEF EXECUTIVE OFFICER

ON THIS _____ DAY OF _____ 2015

GRANTEE

Signature _____ **DAVID RUSSELL BAGLEY**

Signature _____ **MICHELLE ANNE BAGLEY**

ON THIS _____ DAY OF _____ 2015

SCHEDULE FORMING PART OF THE WATER USE AGREEMENT

1. This Agreement shall operate from 1st July 2015
2. The period of the Agreement shall be for five years
3. The Agreement is approved for the following land parcels considered to be neighbouring land
 - (a) Victoria Location 9995
 - (b) Victoria Location 9996
 - (c) Victoria Location 9997
 - (d) Victoria Location 9998

9.2.8 ACCOUNTS FOR PAYMENT – MONTH ENDING 31st AUGUST 2015

Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference: ADM0042
Disclosure of Interest: Nil
Date: 9th September 2015
Author: Julie Borrett, Senior Finance Officer
Senior Officer: Nita Jane, Manager of Administration and Finance

Summary

Council to confirm the payment of creditors for the month of August 2015 in accordance with the Local Government (Financial Management) Regulations 1996 section 13(1).

Attachment

Copy of list of accounts due (EFT & cheque payments), which will enable Council to confirm the payment of its creditors in accordance with Local Government (Financial Management) Regulations 1996, Section 13(1).

Background

Financial Regulations require a schedule of payments made through the Council bank accounts to be presented to Council for their inspection. The list includes details for each account paid incorporating the payee's name, amount of payment, date of payment and sufficient information to identify the transaction.

Comment

Invoices supporting all payments are available for inspection. All invoices and vouchers presented to Council have been certified as to the receipt of goods and the rendition of services and as to prices, computations and costings, and that the amounts shown were due for payment.

Consultation

Nil

Statutory Environment

Local Government Act 1996, Section 6.4

Local Government (Financial Management) Regulations 1996, Sections 12, 13 and 15

Policy Implications

Payments have been made under delegation.

Financial Implications

Funds available to meet expenditure.

Strategic Implications

Nil

Voting Requirements

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.2.8

That Council confirm the accounts as presented for August 2015 from the Municipal Fund totalling \$279,665.29 represented by Electronic Funds Transfers of EFT 9144 to EFT8220, Direct Deduction DD7281.1, 2, 3 and 4, DD7305.1 2, 3 and 4, Trust Cheque number 457 and Cheque numbers 7993-7999.

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List of accounts for August 2015

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
457	24/08/2015	MINGENEW SHIRE COUNCIL	REFUND OF COMMUNITY BUS K STARICK TO PAY \$280 HIRE FEE AND \$20 REFUND	T		300.00
7993	17/08/2015	MINGENEW SHIRE COUNCIL	Payroll deductions	M		400.00
7994	17/08/2015	TELSTRA	TELSTRA	M		4,062.27
7995	24/08/2015	MINGENEW SHIRE COUNCIL	RATES & RUBBISH BIN FEES	M		13,564.86
7996	24/08/2015	SYNERGY	POWER	M		6,857.20
7997	24/08/2015	WATER CORPORATION	WATER	M		3,388.77
7998	31/08/2015	MINGENEW SHIRE COUNCIL	Payroll deductions	M		206.00
7999	31/08/2015	Kellie Anne Starick	REFUND	M		20.00
EFT9144	10/08/2015	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	CHARGES	M		989.93
EFT9145	10/08/2015	LEADING EDGE COMPUTERS	CHARGES	M		2,341.40
EFT9146	10/08/2015	AUSCO MODULAR PTY LTD	CHARGES	M		4,881.80
EFT9147	10/08/2015	BUNNINGS BUILDING SUPPLIES PTY LTD	BATTERIES	M		44.97
EFT9148	10/08/2015	FREDS MOWER REPAIRS	CHARGES	M		595.00
EFT9149	10/08/2015	Great Northern Rural Services	CHARGES	M		679.25
EFT9150	10/08/2015	GNC CONCRETE AND PRECAST	CHARGES	M		2,805.00
EFT9151	10/08/2015	GRIFFIN VALUATION ADVISORY	CHARGES	M		8,921.28
EFT9152	10/08/2015	JR & A HERSEY PTY LTD	BOOTS	M		154.00
EFT9153	10/08/2015	JACKSON McDONALD	FEES	M		275.00

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9154	10/08/2015	LGMA	SUBSCRIPTION	M		1,415.00
EFT9155	10/08/2015	Reliance Petroleum	FUEL	M		6,383.83
EFT9156	10/08/2015	MINGENEW BAKERY	CATERING	M		473.81
EFT9157	10/08/2015	PEMCO DIESEL PTY LTD	CHARGES	M		1,806.20
EFT9158	10/08/2015	S & K ELECTRICAL PTY LTD	CHARGES	M		1,375.00
EFT9159	10/08/2015	Shire Of Three Springs	FEES	M		4,594.75
EFT9160	10/08/2015	WALGA	SUBSCRIPTION	M		14,417.36
EFT9161	10/08/2015	THE IT VISION USER GROUP	SUBSCRIPTION	M		715.00
EFT9162	12/08/2015	Shire of Mingenew - Payroll	PAYROLL	M		29,143.13
EFT9163	12/08/2015	Australian Services Union	Payroll deductions	M		25.80
EFT9164	12/08/2015	CHILD SUPPORT AGENCY	Payroll deductions	M		262.21
EFT9165	12/08/2015	LGRCEU	Payroll deductions	M		19.40
EFT9166	17/08/2015	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	LEASE	M		421.30
EFT9167	17/08/2015	NAB BUSINESS VISA	CREDIT CARD	M		4,448.04
EFT9168	17/08/2015	SGFLEET	LEASE	M		1,333.80
EFT9169	17/08/2015	FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS	CHARGES	M		77.00
EFT9170	17/08/2015	LEADING EDGE COMPUTERS	CHARGES	M		79.95
EFT9171	17/08/2015	ASB MARKETING	UNIFORM	M		684.04

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List of accounts for August 2015

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9172	17/08/2015	Courier Australia	FREIGHT	M		99.38
EFT9173	17/08/2015	COUNTRY CABINETS AND TILING	CHARGES	M		3,300.00
EFT9174	17/08/2015	DELTAZONE NOMINEES PTY LTD T/AS MIDWEST FIRE PROTECTION SERVICES	CHARGES	M		196.35
EFT9175	17/08/2015	FREDS MOWER REPAIRS	CHARGES	M		353.20
EFT9176	17/08/2015	GERALDTON TV & RADIO SERVICES	CHARGES	M		299.00
EFT9177	17/08/2015	IRWIN PLUMBING SERVICES	CHARGES	M		1,948.10
EFT9178	17/08/2015	CANINE CONTROL	FEES	M		1,053.80
EFT9179	17/08/2015	MINGENEW IGA	GROCERIES	M		475.80
EFT9180	17/08/2015	MINGENEW PAINTING GROUP	DONATION	M		100.00
EFT9181	17/08/2015	STARICK TYRES	TYRES	M		622.93
EFT9182	17/08/2015	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN	M		23,259.75
EFT9183	17/08/2015	WESTRAC PTY LTD	CHARGES	M		72.36
EFT9184	17/08/2015	CORRINA MICHAEL	COOLROOM HIRE BOND REFUND	T		125.00
EFT9185	17/08/2015	THURKLE'S EARTHMOVING & MAINTENANCE PTY LTD	CORRECTION	M		7,260.00
EFT9186	24/08/2015	Australian Taxation Office	BAS	M		28,600.00
EFT9187	24/08/2015	ASB MARKETING	UNIFORM	M		952.38
EFT9188	24/08/2015	Courier Australia	FREIGHT	M		37.10
EFT9189	24/08/2015	STAPLES AUSTRALIA PTY LIMITED	STATIONERY	M		173.71

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9190	24/08/2015	LANDGATE	CHARGES	M		64.00
EFT9191	24/08/2015	ELDERS LIMITED	CHARGES	M		51.40
EFT9192	24/08/2015	IT VISION AUSTRALIA PTY LTD	CHARGES	M		235.40
EFT9193	24/08/2015	IRWIN PLUMBING SERVICES	CHARGES	M		540.10
EFT9194	24/08/2015	CANINE CONTROL	FEES	M		998.80
EFT9195	24/08/2015	Reliance Petroleum	FUEL	M		12,544.64
EFT9196	24/08/2015	MIDWEST AERO MEDICAL AIR AMBULANCE P/L	FEES	M		2,500.00
EFT9197	24/08/2015	MIDWEST CHAMBER OF COMMERCE & INDUSTRY INC	REGISTRATIONS	M		907.50
EFT9198	24/08/2015	PEST A KILL WA	CHARGES	M		1,430.00
EFT9199	24/08/2015	POOL & SPA MART	CHARGES	M		34.65
EFT9200	24/08/2015	LANDMARK	CHARGES	M		701.38
EFT9201	24/08/2015	SUN CITY PRINT	CHARGES	M		850.00
EFT9202	24/08/2015	WALGA	SUBSCRIPTIONS	M		10,896.31
EFT9203	24/08/2015	WESTRAC PTY LTD	REPAIRS	M		229.44
EFT9204	26/08/2015	Shire of Mingenew - Payroll	PAYROLL	M		27,891.38
EFT9205	26/08/2015	Australian Services Union	Payroll deductions	M		25.80
EFT9206	26/08/2015	CHILD SUPPORT AGENCY	Payroll deductions	M		262.21
EFT9207	26/08/2015	LGRCEU	Payroll deductions	M		19.40

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
EFT9208	31/08/2015	AUSTRALIA POST	POSTAGE	M		222.01
EFT9209	31/08/2015	LEADING EDGE COMPUTERS	CHARGES	M		227.95
EFT9210	31/08/2015	Courier Australia	FREIGHT	M		21.10
EFT9211	31/08/2015	CASTLEDEX	CHARGES	M		4,014.49
EFT9212	31/08/2015	STAPLES AUSTRALIA PTY LIMITED	STATIONERY	M		10.12
EFT9213	31/08/2015	AB & RE CRIDDLE	REFUND	M		551.00
EFT9214	31/08/2015	Joseph Thomas Clifford	REIMBURSEMENT	M		1,152.59
EFT9215	31/08/2015	LANDGATE	CHARGES	M		209.35
EFT9216	31/08/2015	GRIFFIN VALUATION ADVISORY	CHARGES	M		275.00
EFT9217	31/08/2015	Parmelia Hilton Perth	CHARGES	M		4,408.60
EFT9218	31/08/2015	ROWE GROUP	CHARGES	M		302.50
EFT9219	31/08/2015	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 139	M		8,620.97
EFT9220	31/08/2015	YOUNG MOTORS PTY LTD	CHARGES	M		428.00
DD7281.1	12/08/2015	WA SUPER	Payroll deductions	M		4,735.17
DD7281.2	12/08/2015	PERSONAL CHOICE PRIVATE FUND EWRAP SUPER	Superannuation contributions	M		1,051.20
DD7281.3	12/08/2015	PRIME SUPER	Superannuation contributions	M		195.88
DD7281.4	12/08/2015	AMP Corporate Superannuation	Superannuation contributions	M		178.94
DD7305.1	26/08/2015	WA SUPER	Payroll deductions	M		4,785.78

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Cheque /EFT No	Date	Name	Invoice Description	Bank Code	INV Amount	Amount
DD7305.2	26/08/2015	PERSONAL CHOICE PRIVATE FUND EWRAP SUPER	Superannuation contributions	M		1,051.20
DD7305.3	26/08/2015	PRIME SUPER	Superannuation contributions	M		195.88
DD7305.4	26/08/2015	AMP Corporate Superannuation	Superannuation contributions	M		178.94

REPORT TOTALS

Bank Code	Bank Name	TOTAL
M	MUNI - NATIONAL AUST BANK	279,665.29
T	TRUST- NATIONAL AUST BANK	425.00
TOTAL		280,090.29

NATIONAL BUSINESS MASTERCARD

01 August to 31 August 2015

CEO - Martin Whitley

Phone case	\$	9.99
Accommodation & conference costs	\$	1,694.95
Conference costs	\$	27.50
Conference costs	\$	13.50
Conference costs	\$	10.00
Diesel	\$	148.51
Accommodation for Perth meetings	\$	99.00
Diesel	\$	69.16
Accommodation	\$	103.00
Bank Fees	\$	9.00
	\$	2,184.61

Work's Manager - Warren Borrett

Entrance set	\$	22.15
Bank Fees	\$	9.00
	\$	31.15

Manager of Admin and Finance - Nita Jane

Internet	\$	179.90
Fuel	\$	65.83
Parking	\$	159.70
Groceries	\$	96.24
Bank Fees	\$	9.00
	\$	510.67

Total Direct Debit Payment made on 1st September 2015 \$ **2,726.43**

POLICE LICENSING

Direct Debits from Muni Account

01 August to 31 August 2015

Monday, 3 August 2015	\$	617.65
Tuesday, 4 August 2015	\$	72.00
Wednesday, 5 August 2015	\$	772.10
Thursday, 6 August 2015	\$	385.55
Friday, 7 August 2015	\$	1,098.85
Monday, 10 August 2015	\$	338.65

Tuesday, 11 August 2015	\$ 190.70
Wednesday, 12 August 2015	\$ 965.10
Thursday, 13 August 2015	\$ 131.75
Friday, 14 August 2015	\$ 1,832.20
Monday, 17 August 2015	\$ 2,354.60
Tuesday, 18 August 2015	\$ 1,982.40
Wednesday, 19 August 2015	\$ 936.95
Thursday, 20 August 2015	\$ 596.30
Friday, 21 August 2015	\$ 1,355.35
Monday, 24 August 2015	\$ 732.90
Tuesday, 25 August 2015	\$ 547.10
Wednesday, 26 August 2015	\$ 2,044.80
Thursday, 27 August 2015	\$ 3,157.65
Friday, 28 August 2015	\$ 712.40
Monday, 31 August 2015	\$ 950.75
	\$ 14,910.15

BANK FEES

**Direct debits from Muni Account
01 August to 31 August 2015**

Total direct debited from Municipal Account	\$ 175.09
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PAYROLL

**Direct Payments from Muni Account
01 August to 31 August 2015**

Wednesday, 12th August 2015	\$ 40,456.11
Wednesday, 26th August 2015	\$ 39,837.95
	\$ 80,294.06

10.0 ELECTED MEMBERS/MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

11.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING

11.1 ELECTED MEMBERS

11.2 STAFF

12.0 CONFIDENTIAL ITEMS

Nil

13.0 TIME AND DATE OF NEXT MEETING

Next Ordinary Council Meeting to be held on Wednesday 21st October, 2015
Commencing at 4.00pm.

14.0 CLOSURE