



AGENDA FOR THE
ORDINARY COUNCIL MEETING
TO BE HELD ON
WEDNESDAY
18TH APRIL 2012



WILDFLOWER COUNTRY

SHIRE OF MINGENEW
ORDINARY COUNCIL MEETING NOTICE PAPER
18TH APRIL 2012

Madam President and Councillors,

An ordinary meeting of Council is called for **Wednesday**, 18th April 2012, in the Council Chambers, Victoria Street, Mingenew, commencing at **8.00am**.

Mike Sully
Chief Executive Officer
18th April 2012

MINGENNEW 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

18th April 2012

Council appointed delegates to various committees as listed below for 2011 – 2013;

| COMMITTEE | DELEGATE | DELEGATE | PROXY | PROXY |
|--------------------------------------|--------------------------|-------------|-------------|-------------|
| Northern Country Zone of WALGA | MA Bagley | MP Pearce | PJ Gledhill | - |
| WALGA Conference | MA Bagley | PJ Gledhill | - | - |
| Tourist & Promotions Committee | MP Pearce | - | CEO | - |
| Lions Expo Liaison Committee | PJ Ward | - | GJ Cosgrove | - |
| MRWA Regional Road Group | MA Bagley | PJ Ward | AT Sobey | - |
| Silver Chain Branch Committee | AT Sobey | - | HM Newton | - |
| Mid West Regional Council | MA Bagley | PJ Gledhill | MP Pearce | - |
| CRC Management Committee | HM Newton | - | GJ Cosgrove | - |
| Autumn Centre Committee | MP Pearce | - | AT Sobey | - |
| LEMC & Crime Prevention Committee | GJ Cosgrove | PJ Gledhill | - | - |
| LG Reform / Alliance Group | MA Bagley | PJ Gledhill | - | - |
| Audit Committee | ALL OF COUNCIL | | | |
| Sports Advisory Committee | GJ Cosgrove | - | AT Sobey | - |
| MWLGSA Governance Team (ISA) | MA Bagley | - | PJ Ward | - |
| MIG Environmental Division Committee | Not Currently Applicable | | | |
| Executive Management Committee | MA Bagley | PJ Gledhill | GJ Cosgrove | - |
| Development Assessment Panels | MA Bagley | PJ Gledhill | AT Sobey | GJ Cosgrove |
| Small Business Community Meetings | PJ Ward | - | HM Newton | - |

SHIRE OF MINGENew

**AGENDA FOR ORDINARY MEETING OF COUNCIL TO BE HELD IN COUNCIL CHAMBERS ON
18TH APRIL 2012 COMMENCING AT 8:00AM.**

- 1 DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS**
- 2 RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE**
- 3 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE**
- 4 PUBLIC QUESTION TIME / PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS**
- 5 APPLICATIONS FOR LEAVE OF ABSENCE**
- 6 DECLARATIONS OF INTEREST**
- 7 CONFIRMATION OF PREVIOUS MEETINGS MINUTES**

That the Minutes of the Ordinary Meeting of Council held Wednesday 21st March 2012 be confirmed as a true and accurate record of proceedings.

- 8 ANNOUNCEMENTS BY PRESIDING PERSON WITHOUT DISCUSSION**
- 9 OFFICERS REPORTS**
 - 9.1 HEALTH, BUILDING AND TOWN**
 - 9.1.1 GREYWATER REUSE POLICY – RECINDING OF PREVIOUS MOTION
 - 9.2 WORKS AND SERVICES**

NIL
 - 9.3 CHIEF EXECUTIVE OFFICER**
 - 9.3.1 ANNUAL COMPLIANCE AUDIT RETURNS 2011
 - 9.3.2 DEPOT HILL ROAD RIVER CROSSING PROJECT - TENDER
 - 9.4 EMERGENCY SERVICES**

NIL
 - 9.5 COMMUNITY DEVELOPMENT**

NIL

9.6 FINANCE

9.6.1 ACCOUNTS FOR PAYMENT – APRIL, 2012

9.6.2 DIFFERENTIAL RATING OF MINING TENEMENTS

9.6.3 COUNCIL MEETING DATES – FINANCIAL YEAR 2012/13 &
REMAINDER 2011/12

9.6.5 2012/13 COUNCILLOR SITTINGS FEES AND PRESIDENT &
DEPUTY PRESIDENT ALLOWANCE

9.6.6 FINANCIAL STATEMENTS FOR MONTH ENDING 31 MARCH, 2012

**10 ELECTED MEMBERS/ MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN
GIVEN**

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

11.1 ELECTED MEMBERS

11.2 STAFF

12 CONFIDENTIAL ITEMS

13 COUNCILLOR REPORTS

14 TIME AND DATE OF NEXT MEETING

| |
|----------------------------------------------------------------------------------------------------------------|
| <p>That the next Ordinary Council Meeting be held on Wednesday the 16th of May 2012.</p> |
|----------------------------------------------------------------------------------------------------------------|

15 CLOSURE

9.1 HEALTH, BUILDING AND TOWN PLANNING

9.1.1 GREYWATER REUSE POLICY – RECINDING OF PREVIOUS MOTION

Agenda Reference: EHO
Location/Address: Nil
Name of Applicant: Shire of Mingenew
File Reference:
Disclosure of Interest: Nil
Date: 27/04/2012
Author: Trevor Brandy, EHO

Signature of Author: _____

SUMMARY:

Council, at its ordinary meeting held on the held on the 20th of April 2011, resolved that;

Any new or renovated building producing grey water be connected to a grey water reuse system and be connected by a licence plumber, and

That the remaining black water be disposed off in an approved system of disposal.

ATTACHMENT:

Nil

BACKGROUND:

Policies are required to be advertised in a Local news paper circulating within the Shire

COMMENT:

It has been queried by Rural land holders that there is not a real need for this Policy outside of the Town Boundary in that different soil types and land structures are free draining.

CONSULTATION:

Health Department of Western Australia

STATUTORY ENVIRONMENT:

Health Act 1911

Health (Treatment of Sewerage and Disposal of Effluent and Liquid Waste) Regulations 1974

Code of Practise for the Design, Manufacture and Operation of Aerobic Treatment Units.

The Local Government (Administration) Regulations 1996, regulation 10 (1) (b) require all decisions to revoke or change a decision of Council, then it must be supported by no less than one third of the number of all Councillors whether in attendance or not; and

The Local Government (Administration) Regulations 1996, regulation 10 (1a) requires that the Notice of Motion to revoke or change a decision of Council must be signed by no less than one third of the number of all Councillor whether in attendance or not, one of which must be the mover.

POLICY IMPLICATIONS:

Change of existing Policy

FINANCIAL IMPLICATIONS:

Estimated to be about \$ 5,000 per Dwelling

STRATEGIC IMPLICATIONS;

Due to the nature of the sub soil structure standard leach drain disposal systems appear to fail or become severely stressed during winter months.

VOTING REQUIREMENTS:

Absolute majority

**MOTION TO REVOKE OR CHANGE A PREVIOUS DECISION OF COUNCIL
(MINUTE NUMBER 110403)**

At its full meeting held on the 20th of April 2011, council resolved the following:

“MINUTE 110403 - Any new or renovated building producing grey water be connected to a grey water reuse system and be connected by a licence plumber, and

That the remaining black water be disposed off in an approved system of disposal.

Moved: Cr JL Holmes, Seconded Cr PJ Ward – Carried 7/0”

It is now recommended that Council resolve to change the previous motion listed above, to the following policy wording:

“Any new or renovated Dwelling producing greywater be connected to a greywater reuse system or an Alternative Treatment Unit (ATU) within the Shire boundary as stipulated in its Town Planning Scheme.

That the remaining Black Water be disposed off in an approved system of disposal.

All works to be carried out by a Licenced Plumber”.

9.3 CHIEF EXECUTIVE OFFICER

9.3.1 ANNUAL COMPLIANCE AUDIT RETURN 2011

Agenda Reference: CEO
Location/Address: Shire of Mingenew
Name of Applicant: Department of Local Government
File Reference: N/A
Disclosure of Interest: Nil
Date: 10 April 2012
Author: Mike Sully

Signature of Author: _____

SUMMARY

Council to adopt the Annual Compliance Audit Return for the 2011 year as presented. Each Councillor has been provided with a copy of the return (attached) with the Agenda to enable the opportunity to review the return and make comment.

ATTACHMENT

A copy of the 2011 Compliance Audit Return is attached to this item.

BACKGROUND

The Annual Compliance Audit Return was introduced into Local Government in 1995 which is now a requirement of all Local Governments.

COMMENT

Each Councillor has been provided with a copy of the return for perusal prior to this meeting. It is required that the printed copy of the 2011 report is to be;

- 1) Presented to Council at a meeting of the Council;
- 2) Adopted by the Council;
- 3) An extract of the minutes of the meeting at which the CAR is adopted by Council is to be provided to the Department along with the report.

The one item in the Compliance Audit Return that is to be brought to Council's notice is the non review of the Local Laws. This will be completed as part of the review of Council's Standing Orders and Policy Manual in May 2012.

CONSULTATION

Manager - Finance and Administration

Environmental Health Officer

Community Development Officer

STATUTORY ENVIRONMENT

Local Government Act 1995

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Absolute Majority

OFFICER RECOMMENDATION – ITEM 9.3.1

That Council adopt the Compliance Audit Return as presented as the official return of Council for the period 1st January 2010 to 31st December 2011.



Mingenew - Compliance Audit Return 2011

| Commercial Enterprises by Local Governments | | | | | |
|----------------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|------------|
| No | Reference | Question | Response | Comments | Respondent |
| 1 | s3.59(2)(a)(b)(c) F&G Reg 7,9 | Has the local government prepared a business plan for each major trading undertaking in 2011. | N/A | | Mike Sully |
| 2 | s3.59(2)(a)(b)(c) F&G Reg 7,10 | Has the local government prepared a business plan for each major land transaction that was not exempt in 2011. | N/A | | Mike Sully |
| 3 | s3.59(2)(a)(b)(c) F&G Reg 7,10 | Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2011. | N/A | | Mike Sully |
| 4 | s3.59(4) | Has the local government given Statewide public notice of each proposal to commence a major trading undertaking or enter into a major land transaction for 2011. | N/A | | Mike Sully |
| 5 | s3.59(5) | Did the Council, during 2011, resolve to proceed with each major land transaction or trading undertaking by absolute majority. | N/A | | Mike Sully |



| Delegation of Power / Duty | | | | | |
|----------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|--------------|
| No | Reference | Question | Response | Comments | Respondent |
| 1 | s5.16, 5.17, 5.18 | Were all delegations to committees resolved by absolute majority. | Yes | | Erin Greaves |
| 2 | s5.16, 5.17, 5.18 | Were all delegations to committees in writing. | Yes | | Erin Greaves |
| 3 | s5.16, 5.17, 5.18 | Were all delegations to committees within the limits specified in section 5.17. | Yes | | Erin Greaves |
| 4 | s5.16, 5.17, 5.18 | Were all delegations to committees recorded in a register of delegations. | Yes | | Erin Greaves |
| 5 | s5.18 | Has Council reviewed delegations to its committees in the 2010/2011 financial year. | Yes | | Erin Greaves |
| 6 | s5.42(1), 5.43 Admin Reg 18G | Did the powers and duties of the Council delegated to the CEO exclude those as listed in section 5.43 of the Act. | Yes | | Erin Greaves |
| 7 | s5.42(1)(2) Admin Reg 18G | Were all delegations to the CEO resolved by an absolute majority. | Yes | | Erin Greaves |
| 8 | s5.42(1)(2) Admin Reg 18G | Were all delegations to the CEO in writing. | Yes | | Erin Greaves |
| 9 | s5.44(2) | Were all delegations by the CEO to any employee in writing. | Yes | | Erin Greaves |
| 10 | s5.45(1)(b) | Were all decisions by the Council to amend or revoke a delegation made by absolute majority. | N/A | | Erin Greaves |
| 11 | s5.46(1) | Has the CEO kept a register of all delegations made under the Act to him and to other employees. | Yes | | Erin Greaves |
| 12 | s5.46(2) | Were all delegations made under Division 4 of Part 5 of the Act reviewed by the delegator at least once during the 2010/2011 financial year. | Yes | | Erin Greaves |
| 13 | s5.46(3) Admin Reg 19 | Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record as required. | Yes | | Erin Greaves |

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



| No | Reference | Question | Response | Comments | Respondent |
|----|------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|--------------|
| 3 | s5.73 | Were disclosures under section 5.65 or 5.70 recorded in the minutes of the meeting at which the disclosure was made. | Yes | | Erin Greaves |
| 4 | s5.75(1) Admin Reg 22 Form 2 | Was a primary return lodged by all newly elected members within three months of their start day. | Yes | | Erin Greaves |
| 5 | s5.75(1) Admin Reg 22 Form 2 | Was a primary return lodged by all newly designated employees within three months of their start day. | Yes | | Erin Greaves |
| 6 | s5.76(1) Admin Reg 23 Form 3 | Was an annual return lodged by all continuing elected members by 31 August 2011. | Yes | | Erin Greaves |
| 7 | s5.76(1) Admin Reg 23 Form 3 | Was an annual return lodged by all designated employees by 31 August 2011. | Yes | | Erin Greaves |
| 8 | s5.77 | On receipt of a primary or annual return, did the CEO, (or the Mayor/ President in the case of the CEO's return) on all occasions, give written acknowledgment of having received the return. | Yes | | Erin Greaves |
| 9 | s5.88(1)(2) Admin Reg 28 | Did the CEO keep a register of financial interests which contained the returns lodged under section 5.75 and 5.76 | Yes | | Erin Greaves |
| 10 | s5.88(1)(2) Admin Reg 28 | Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70 and 5.71, in the form prescribed in Administration Regulation 28. | Yes | | Mike Sully |
| 11 | s5.88 (3) | Has the CEO removed all returns from the register when a person ceased to be a person required to lodge a return under section 5.75 or 5.76. | Yes | | Mike Sully |
| 12 | s5.88(4) | Have all returns lodged under section 5.75 or 5.76 and removed from the register, been kept for a period of at least five years, after the person who lodged the return ceased to be a council member or designated employee. | Yes | | Mike Sully |
| 13 | s5.103 Admin Reg 34C & Rules of Conduct Reg 11 | Where an elected member or an employee disclosed an interest in a matter discussed at a Council or committee meeting where there was a reasonable belief that the impartiality of the person having the interest would be adversely affected, was it recorded in the minutes. | Yes | | Erin Greaves |
| 14 | s5.70(2) | Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report. | N/A | | Erin Greaves |



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

Disposal of Property

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

Elections

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

Finance

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



| No | Reference | Question | Response | Comments | Respondent |
|----|----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------------|------------|
| 6 | Audit Reg 10 | Was the Auditor's report for the financial year ended 30 June 2011 received by the local government within 30 days of completion of the audit. | Yes | | Mike Sully |
| 7 | s7.9(1) | Was the Auditor's report for 2010/2011 received by the local government by 31 December 2011. | Yes | | Mike Sully |
| 8 | S7.12A(3), (4) | Where the local government determined that matters raised in the auditor's report prepared under s7.9 (1) of the Act required action to be taken by the local government, was that action undertaken. | N/A | No actions required | Mike Sully |
| 9 | S7.12A(3), (4) | Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a report prepared on any actions undertaken. | N/A | See Q8 | Mike Sully |
| 10 | S7.12A(3), (4) | Where the local government determined that matters raised in the auditor's report (prepared under s7.9 (1) of the Act) required action to be taken by the local government, was a copy of the report forwarded to the Minister by the end of the financial year or 6 months after the last report prepared under s7.9 was received by the local government whichever was the latest in time. | N/A | See Q8 | Mike Sully |
| 11 | Audit Reg 7 | Did the agreement between the local government and its auditor include the objectives of the audit. | Yes | | Mike Sully |
| 12 | Audit Reg 7 | Did the agreement between the local government and its auditor include the scope of the audit. | Yes | | Mike Sully |
| 13 | Audit Reg 7 | Did the agreement between the local government and its auditor include a plan for the audit. | Yes | | Mike Sully |
| 14 | Audit Reg 7 | Did the agreement between the local government and its auditor include details of the remuneration and expenses to be paid to the auditor. | Yes | | Mike Sully |
| 15 | Audit Reg 7 | Did the agreement between the local government and its auditor include the method to be used by the local government to communicate with, and supply information to, the auditor. | Yes | | Mike Sully |



Local Government Employees

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

Official Conduct

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



Tenders for Providing Goods and Services

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



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

9.3.2 DEPOT HILL ROAD RIVER CROSSING PROJECT – TENDER

Agenda Reference: CEO
Location/Address: Depot Hill Road River Crossing
Name of Applicant: Shire of Mingenew
File Reference:
Disclosure of Interest: Nil
Date: 11 April 2012
Author: Mike Sully

Signature of Author: _____

SUMMARY

This report provides information on the financial requirements and the tender process for the Depot Hill Road River crossing upgrade and recommends that Council provide delegated authority to the Chief Executive Officer and Works Manager to review the tender documents and, if appropriate, accept a tender.

ATTACHMENT

Copies of: Tender documents, Tender advertisement, CLGF Funding Agreements

BACKGROUND

The Shire of Mingenew's Forward Capital Works Plan 2011 – 2015 records that Council has agreed to undertake an upgrade of the Depot Hill road crossing at Irwin River. Detailed plans for the construction of the upgrade to the river crossing have been prepared by Greenfield Technical Services and a copy of the plans has been provided to Elected Members previously.

Royalties for Regions funding for the \$1.5 million project is in the final stage of approval from the Department of Regional Development and Lands. However, a condition of the R4R funding and the Main Roads WA funding is that \$1.2 million of the total funds must be expended before 30 June 2012.

To ensure that the funding condition can be met an invitation to tender will be advertised on Saturday 14 April 2012 in the West Australian newspaper. The tender process will only proceed if all funding has been secured by close of tenders on 4 May 2012.

COMMENT

This project has received a considerable amount of attention from Councillors, staff and consultants during the planning process. Now, due to the short time that a considerable amount of the funding will be available, it is recommended that Council delegate authority for the Chief Executive Officer and the Works Manager to make the following decisions:

- Determine if the project is to proceed at the close of the tender period.
- Review all tenders received and approve the preferred tender.
- Negotiate any minor changes to the tender details with the preferred tenderer, if required.

CONSULTATION

Michael Keene – Greenfield Technical Services

STATUTORY ENVIRONMENT

Local Government Act 1995, section 3.57

Local Government (Functions & General) Regulations 1996, Part 4, regulation 11 through 24

Local Government Act 1995, sections 5.42 & 5.43

POLICY IMPLICATIONS

Nil.

FINANCIAL IMPLICATIONS

Funding details for the project are outlined in the funding agreements which have been provided as attachments to this report.

STRATEGIC IMPLICATIONS

Upgrading the Depot Hill road crossing at the Irwin River will ensure that traffic delays caused by flooding at the crossing will be reduced and public safety will be improved.

VOTING REQUIREMENTS

Absolute Majority

CEO's RECOMMENDATION – ITEM 9.3.2

That Council delegate authority to the Chief Executive Officer and the Works Manager to make the following decisions regarding the tender process for the upgrade of the Depot Hill road river crossing project:

- Determine if the project is to proceed at the close of the tender period.
- Review all tenders received and approve a preferred tender.
- Negotiate any minor changes to the tender details with the preferred tenderer, if required.



FINANCIAL ASSISTANCE AGREEMENT

THE DEPARTMENT OF REGIONAL DEVELOPMENT AND LANDS

AND

**THE SHIRE OF MINGENEW
ABN: 41 454 990 790**

**FOR A ROYALTIES FOR REGIONS PROJECT
COUNTRY LOCAL GOVERNMENT FUND 2010/11
REGIONAL GROUP PROJECT
DEPOT HILL ROAD RIVER CROSSING**

THIS Agreement is made the _____ day of _____ 20__.

BETWEEN:

State of Western Australia via the Department of Regional Development and Lands, acting through the Director General, of Level 2, 140 William Street, Perth, WA 6000 (“Department”)

and

The Shire of Mingenew (“Recipient”)

RECITALS

Funds for Royalties for Regions are invested through the *Royalties for Regions Act 2009*.

The Department’s role in relationship to Royalties for Regions is to administer and coordinate the implementation of Royalties for Regions. The Recipient has applied to the Department for financial assistance under the Royalties for Regions Country Local Government Fund to undertake the Project and the Department has agreed to provide a grant subject to the terms and conditions of this Agreement.

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this Financial Assistance Agreement, including its recitals and any schedules or annexures.

Acquittal occurs when the Department has advised the Recipient that the reports and financial information provided by the Recipient in accordance with clause 4.6 are satisfactory.

Approved Budget means the budget approved by the Department and attached to the Agreement in Item 4.3 of Schedule 4.

Auditor means a person who is an approved auditor for the purposes of the Local Government Act 1995 or a Registered Company Auditor and who is independent from the Recipient.

Auditor General means the Auditor General for the State of Western Australia.

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

Commencement date means the execution date of this Agreement.

Completion date means that date for completion of the Project as specified in Item 5 of Schedule 4.

Commonwealth means Commonwealth of Australia.

Department means the Department of Regional Development and Lands or such other body or instrumentality which is charged with the administration of this Agreement from time to time on behalf of the State.

Evaluation or Audit includes to examine, investigate, inspect, review or evaluate.

Funding means the amount specified in Schedule 4, including any interest accrued on that amount.

Guidelines means the Royalties for Regions Country Local Government Fund Regional Groups Guidelines as properly varied from time to time.

Party means each of the Department or the Recipient as the context requires and **Parties** means both of them.

Project means the initiative or activities to be undertaken with the Funding described in Item 1 of Schedule 4 and specified in Item 4 of Schedule 4.

Purpose means the project or purpose described in Schedule 4.

Recipient means the organisation funded to undertake the Project under this Agreement.

Regional Group refers to the Local Government Authorities that have agreed to become members of a group specifically for the purpose of undertaking the Project as outlined in this Agreement.

Registered Company Auditor means a person who is for the time being registered as an auditor or taken to be registered as an auditor under Part 9.2 of the Corporations Act 2001 of the Commonwealth.

Royalties for Regions means the policy that was endorsed by the State Government on 13 October 2008 as properly varied from time to time.

Schedule means any schedule to, and forming part of, this Agreement.

Special Conditions means any conditions specified in Item 6 of Schedule 4.

State means the State of Western Australia.

Term means the term of this Agreement which subject to this Agreement is the term so described in Schedule 4.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- (h) an obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (i) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (j) references to this Agreement include its recitals, schedules and annexures;
- (k) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (l) references to time are local time in Perth, Western Australia;
- (m) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (n) references to currency are to Australian currency unless otherwise stated;
- (o) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- (p) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;
- (q) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day; and
- (r) if the word “including” or “includes” is used, the words, “without limitation” are taken to immediately follow.

2. SCOPE OF THIS AGREEMENT

(a) The Recipient shall:

- (i) use the Funding for the Purpose;
- (ii) carry out all aspects of the Project and acquit all aspects of the Purpose in a competent, diligent, satisfactory, workmanlike and professional manner, and to a high standard;
- (iii) comply with all the conditions and obligations as outlined in the Guidelines as properly varied from time to time;
- (iv) in its carrying out of the Project use all funding therefore in a commercially prudent, sensible and reasonable manner;
- (v) provide appropriate Funding and other resources including staff with the capacity to meet their obligations as specified in this Agreement;
- (vi) provide leverage with wider stakeholders to facilitate strong stakeholder ownership and involvement where required in the Project referred to in this Agreement; and
- (vii) use all available opportunities to facilitate additional financial investment in the Project referred to in this Agreement.

(b) The Department shall:

- (i) pay to the Recipient the Funding in the manner set out in Schedule 4 and Schedule 5;
- (ii) indemnify and keep indemnified the Recipient for any liability for GST and any related penalty or interest charge that may arise from a statement of GST payable on the supply for which the Recipient issues a recipient created tax invoice under this Agreement; and
- (iii) provide to the Recipient reporting templates to fulfil clauses 4.6(a) 4.6(b) and 4.6(c) and the reporting requirements outlined in Schedule 2 and Schedule 3.

(c) With managing the Project the Recipient:

- (i) will be responsible for management of the Project which includes processes for establishing, administering, governing and implementing the Project;
- (ii) will obtain the prior written approval of the Department for any variations to costings and payments in items identified in the Schedule(s);
- (iii) will implement the Project in accordance with this Agreement, any written proposal/s submitted by or on behalf of the Recipient, and in consultation with the Department;

- (iv) will monitor the effectiveness of the Project and report to the Department as per this Agreement;
- (v) will use the Funding solely for the Project and not make any changes to the Project without prior written approval by the Department which may be withheld at the Department's discretion;
- (vi) will provide the Department with copies of, or access to, any financial records, progress and correspondence in respect of the Project nominated in this Agreement as and when requested;
- (vii) must allow the Auditor General, or an authorised representative, to have access to and examine records and information concerning this Project (as permitted under the Auditor General Act 2006);
- (viii) will notify the Department of legal proceedings, arbitration or administrative proceedings or debt recovery actions pending or threatened against the funding agent as soon as practicable after the institution of those proceedings or that debt recovery action;
- (ix) will notify the Department immediately if the Recipient is in breach of any law or act, receives an audit qualification or is under scrutiny through an inquiry or decree or any consent, registration, approval, licence or permit or agreement, order or award binding on the Recipient;
- (x) will, at the completion of the Project or the conclusion of this Agreement (which ever occurs first):
 - (1) return any unspent and uncommitted Funding to the Department unless otherwise agreed including any savings that have accrued to the Project;
 - (2) where no reasonable explanation can be provided to substantiate unspent funds, return any unsubstantiated unspent funding to the State (being Funding that has been approved for payment on behalf of the State, but in respect of which no work has been undertaken by the Recipient and no contractual commitment entered into prior to the effective date of completion or conclusion); and
 - (3) reimburse the State for any Funding spent otherwise than in respect of the Project unless otherwise agreed.
- (xi) must keep and maintain accurate, complete, up-to-date, properly detailed written records of income, expenditure, work, activities, progress, setbacks, problems and business and commercial arrangements and dealings in relation to either or both of this Agreement and the Project, promptly provide the Department with information or documentation (relating in any way to the Project or this Agreement) requested by the Department. The Recipient will ensure that any such information or documentation (as the case may be) is accurate, complete, up-to-date, properly detailed and not in any way misleading or deceptive;

- (xii) will establish a separate account or cost centre within its financial system solely for the Funding;
- (xiii) will use all reasonable endeavours to adhere to each and every agreed budget; and
- (xiv) will use all reasonable endeavours to achieve the milestones expressly or impliedly set out in Schedule 4 in accordance with that schedule.

3. PAYMENT OF THE FUNDING

Subject to the terms and conditions of this Agreement, the Department will pay to the Recipient the Funding in the manner set out in Schedule 4 and Schedule 5.

4. OBLIGATIONS OF RECIPIENT

4.1 Use of Grant Payment

The Recipient will use the Funding for the carrying out of the Project in accordance with this Agreement and the Approved Budget and expend such funds by the Completion Date. All such expenditure must be in a commercially prudent, sensible and reasonable manner. The Recipient must carry out the Project diligently, efficiently and to a high standard. Furthermore, the Recipient shall properly comply with and deliver all milestones and deliverables expressly or impliedly set out in any Schedule hereto (in accordance with such schedule).

4.2 No Changes

The Recipient will not make any changes to the Project without the prior written consent of the Department which may be withheld at the Department's discretion.

4.3 No Endorsement

The Recipient agrees that nothing in this Agreement constitutes an endorsement by the Department of any goods or services provided by the Recipient.

4.4 Acknowledgement of Department

- (a) Any Royalties for Regions communication activity including presentations, publications, signage, articles, newsletters, or other literary works relating to the Project shall give equal representation to the Parties in the display of Royalties for Regions logos, the Recipient's logos and party names where agreed and as deemed appropriate.
- (b) The respective roles of the Department and Recipient must be acknowledged at relevant forums, conferences, and project launches where the project is promoted.
- (c) Communications

The Parties shall:

 - (i) work cooperatively at the senior management and officer levels;
 - (ii) maintain open communication, both formal and informal, to progress the objectives of this Agreement;

- (iii) share information and knowledge as practicable; and
 - (iv) advise any shared stakeholders about arrangements between the Parties.
- (d) Media Management and Advertising
- (i) The Parties shall coordinate joint communications when dealing with the media and shared stakeholders in relation to the Project referred to in this Agreement on issue(s) of significance or mutual concern, including circulating draft media statements, advertising proposals and advertisements between the Parties for comment prior to publication.
 - (ii) The Recipient shall coordinate joint communications with the Department prior to the release of any media statement, advertising proposals and advertisements by the Recipient in relation to the Project referred to in this Agreement.

4.5 Request for Information

The Recipient is to provide the Department with any document(s) or information relating to this Agreement or the Project within ten (10) business days of receiving such a request from the Department. All such documentation and information must be accurate, comprehensive, up-to-date and in no way misleading or deceiving.

4.6 Accounts, Acquittal and Reporting

- (a) The Recipient is to provide to the Department progress reports on a quarterly basis (as at 30 September, 31 December, 31 March and 30 June), until the completion of the Project, which shall include:
- (i) a Financial Report of income and expenditure, certified by the Chief Financial Officer or Accountable Officer, as detailed in Schedule 2, as properly varied from time to time; and
 - (ii) an Evaluation Report as per Schedule 3, as properly varied from time to time, showing how and to what extent the Funding was spent and the agreed outcomes achieved.

Note – quarterly reports are to be submitted within one month of the end of each quarter.

- (b) The Recipient will provide to the Department an annual report on the Project based on a financial year ending 30 June which shall include:
- (i) a Financial Report, certified by the Chief Financial Officer or Accountable Officer and audited by an Auditor, outlining income and expenditure for the Project as detailed in Schedule 2, as properly varied from time to time; and
 - (ii) an Evaluation Report as per Schedule 3, as properly varied from time to time, showing how and to what extent the Funding was spent and the agreed outcomes achieved.

Note – the annual report on the Project is to be submitted within three months of the end of the financial year.

- (c) The Recipient is to provide to the Department a report (the Acquittal) at the completion of the Project, which shall include:
- (i) a Financial Report, certified by the Chief Financial Officer or Accountable Officer and audited by an Auditor, certifying that the Funding was used for the Project, such certification to address the issues itemised in Schedule 2, as properly varied from time to time; and
 - (ii) an Evaluation Report as per Schedule 3, as properly varied from time to time, showing how and to what extent the Funding was spent and the agreed outcomes achieved.

Note – The Acquittal is to be submitted within three months of the completion of the project.

- (d) The Department is to provide reporting templates to assist with the fulfilment of clauses 4.6(a), 4.6(b), 4.6(c) and the reporting requirements outlined in Schedules 2 and 3.

4.7 Special Conditions of Grant

The Recipient agrees to comply with the Special Conditions, if any.

4.8 General Undertakings of Recipient

The Recipient must:

- (a) at all times duly perform and observe its obligations under this Agreement and will promptly inform the Department of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (d) comply with all State and Commonwealth laws, rules, regulations and by-laws;
- (e) cooperate fully with the Department in the administration of this Agreement; and
- (f) upon ten (10) Business Days notice, provide the Department or its agents, with access at any reasonable time and from time to time to the Recipient's premises, financial records, documents, equipment and other property or information for the purpose of Evaluation or Audit and inspection by the Department in order to verify the existence and/or extent of compliance (or otherwise) by the Recipient with this Agreement.

4.9 Negation of Employment, Partnership and Agency

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Department or as otherwise able to bind or represent the State or Department.
- (b) The Recipient will not by virtue of this Agreement be or for any purpose be deemed to be, an employee, partner, or agent of the State or the Department, or have any power or authority to bind or represent the State or Department.

5. EVALUATION OR AUDIT RIGHTS

The Department may arrange for an Evaluation or Audit to be carried out in respect of the Project funded under this Agreement. If the Department arranges for an Evaluation or Audit to be carried out:

- (a) The Department must notify the Recipient that the Department has arranged or will arrange for an Evaluation or Audit to be carried out; and
- (b) The Recipient must allow all persons appointed by the Department to carry out the Evaluation or Audit to have full access to the records of the Recipient for the purpose of carrying out the Evaluation or Audit.

Clause 5 survives the end of this Agreement by 3 years.

6. SECURITY, PRIVACY AND CONFIDENTIALITY

- (a) The Parties agree to comply with the Information privacy principles set out in section 14 of the *Privacy Act 1988* in respect of personal information received, created or held by Parties in connection to this Agreement, as if the Parties were an agency as defined in the *Privacy Act 1988*.
- (b) This clause 6 shall survive the termination or expiry of this Agreement.
- (c) In regard to information policy it should be noted that the Department is subject to the provisions of the *Freedom of Information Act 1992*.

7. INTELLECTUAL PROPERTY RIGHTS

The Parties acknowledge that nothing in this Agreement shall affect ownership of any intellectual property rights.

8. REPAYMENT AND RETENTION OF THE FUNDING

At the completion of the Project or the conclusion of this Agreement (whichever occurs first) the Recipient:

- (a) must return any unspent and uncommitted Funding (including any savings that have accrued to the Project) to the Department unless otherwise agreed;
- (b) repay to the Department within forty (40) Business Days any funds that the Department has paid which have not been used in accordance with this

Agreement unless there has been written agreement otherwise between the Parties.

9. LIMITATION OF LIABILITY

The Department shall have no responsibility or liability for the success or otherwise of the Project and is not liable for any losses which may be suffered by the Recipient in undertaking the Project.

10. INSURANCE AND INDEMNITY

- (a) The Recipient shall take out and maintain throughout the term of this Agreement adequate insurance to provide cover for the Project undertaken by the Recipient, including Public Liability and Workers' Compensation insurances and property insurance covering loss of or damage to any equipment that the Recipient provides for use on the Project, for its full replacement value.

If requested by the Department, the Recipient must provide the following:

- (i) A written statement of the applicable insurance cover held by the Recipient; or
 - (ii) A copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.
- (b) The Recipient hereby agrees to indemnify and keep indemnified the State and the Department and to hold them and their respective officers, employees and agents harmless against all reasonably foreseeable damages, losses, liabilities, cost and expenses (including legal fees) claimed, suffered or incurred by the State or the Department or any of their respective officers, employees and agents whether before or after the date of this Agreement to the extent caused by any:
- (i) breach of an obligation of this Agreement by the Recipient;
 - (ii) act or omission of the Recipient or its employees, contractors, officers or agents; or
 - (iii) breach of a State or Commonwealth law relevant to the Agreement by the Recipient or its employees, contractors, officers or agents.
- (c) This indemnity shall survive expiration or termination of this Agreement.

11. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

- (a) The Recipient acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Department may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient.

- (b) The parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* and the *Auditor General Act 2006* are not limited or affected by this Agreement.
- (c) The Recipient must allow the Auditor General, or an authorised representative, to have access to and examine the Recipient's records and information concerning this Agreement.

12. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (i) hand delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 1 of Schedule 1; or
 - (ii) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 1 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

13. DEFAULT AND TERMINATION

13.1 Event of Default by the Recipient

An Event of Default occurs if:

- (a) the Recipient breaches any of its obligations under this Agreement which (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served on the Recipient by the Department;
- (b) the Recipient breaches this Agreement and such breach cannot be remedied;
- (c) the Recipient becomes insolvent or is deemed to be insolvent under the *Corporations Act (Cth)*;
- (d) the Department has reasonable grounds to believe that the Recipient is unwilling or unable to comply with its obligations under this Agreement;
- (e) any aspect of this Agreement is or is held to be void, unenforceable, or invalid for whatever reason; or
- (f) the Recipient persistently, regularly, consistently or continually breaches this Agreement.

13.2 Effect of Event of Default

- (a) If an Event of Default occurs, the Department may terminate the Agreement by providing further notice in writing to the Recipient.
- (b) Whilst a Party is in breach of this Agreement, the other Party may suspend the performance of its obligations.

14. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 14:
 - (i) "GST" means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) "GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations; and
 - (iii) the terms "supply", "tax invoice", "taxable supply" and "value" have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Funding shall be inclusive of GST.
- (c) The obligation of the Department to pay the GST on any supply by the Recipient under this Agreement is conditional upon the prior issue by the Recipient to the Department of a Tax Invoice, which complies with the GST Act. This provision applies notwithstanding any law to the contrary.

15. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both parties.
- (b) A waiver by either party will not prejudice that party's rights in relation to any further breach of this Agreement by the other party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one party to the other party, will not be construed as a waiver of any rights.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the parties with respect to the subject matter of this Agreement.

17. ASSIGNMENT

- (a) This Agreement is personal to the Recipient and may not be assigned by the Recipient without the Department's consent, which may be withheld at the Department's discretion. The Department may assign its rights and obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 17, the Recipient shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the

effect of which is, in the opinion of the Department, to transfer, directly or indirectly, the management or control of the Recipient.

18. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing duly executed by both parties.

19. DISPUTE RESOLUTION

Before resorting to external dispute resolution mechanisms, the Parties shall in good faith attempt to settle by negotiation any dispute in relation to this Agreement, and where practical, each Party shall refer the matter to personnel who have authority to intervene and facilitate some form of resolution.

20. RIGHTS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

21. LOCAL PRODUCTS AND SERVICES

The Recipient agrees to use Western Australian regional products and services for the Project wherever possible using an open and competitive process.

22. GOVERNING LAW

This Agreement is governed by the laws of the State of Western Australia. The Department and the Recipient irrevocably submit to the non-exclusive jurisdiction of the courts of Western Australia.

23. EXTENSION

The Term of this Agreement may be extended upon prior written application by the Recipient and subject to Departmental approval which may be withheld at the Department's discretion.

24. SHORTFALL

If the Funding is insufficient for the Recipient to properly meet all of its obligations under this Agreement, then the Recipient is solely responsible for funding any shortfall.

25. SCHEDULES

25.1 Any express or implied provision of any schedule hereto is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.

25.2 In clause 25.1, "provision" includes term, condition, warranty, stipulation, right, obligation, representation and the like.

SCHEDULE 1

1. Notice Addresses

1.1 Department

| | |
|------------------|--------------------|
| Registered Mail: | PO Box 1143 |
| | WEST PERTH WA 6872 |
| Facsimile: | (08) 6552 4417 |

1.2 Recipient

| | |
|------------------|------------------|
| Registered Mail: | PO Box 120 |
| | MINGENEW WA 6522 |
| Facsimile: | (08) 99281128 |

2. Contact Officers

Department

| | |
|------------------------|------------------------------------------------------------------------------|
| Name: | Linda Leonard |
| Job Title: | Manager, Reporting and Evaluation |
| Phone: | (08) 6552 4481 |
| Facsimile: | (08) 6552 4417 |
| Email: | linda.leonard@rdl.wa.gov.au |
| Postal Address: | PO Box 1143, WEST PERTH WA 6872 |
| Street Address: | Level 2, 140 William Street, Perth, WA 6000 |
| Supervisor: | Colin Slattery, Director Regional Investment |

Recipient

| | |
|------------------------|--------------------------------------------------------------------|
| Name: | Mike Sully |
| Job Title: | Chief Executive Officer |
| Phone: | (08) 99281102 |
| Facsimile: | (08) 99281128 |
| Email: | ceo@mingenew.wa.gov.au |
| Postal Address: | PO Box 120 Mingenew WA 6522 |
| Street Address: | Victoria Street Mingenew WA 6522 |
| Supervisor: | |

RECIPIENT FINANCIAL CONTACT

| | |
|-------------------|--------------------------------------------------------------------|
| Name: | Ian Fitzgerald —Mike Sully |
| Job Title: | Chief Executive Officer |
| Phone: | (08) 99281102 |
| Email: | ceo@mingenew.wa.gov.au |

SCHEDULE 2 – FINANCIAL REPORT

1. Total approved Royalties for Regions Budget for the current financial year.
2. Balance brought forward from previous financial year.
3. Drawdowns from the Department to date.
4. Total committed in the current year from drawdowns.
5. Actual expenditure to date.
6. Initial estimated cost of the Project.
7. Leverage of funding from other sources.
8. Forecast cost to complete the Project.
9. Quarterly income and expenditure.

SCHEDULE 3 – EVALUATION REPORT

1. Project outcome (KPI).
2. Project indicators.
3. Outcome indicator type.
4. Achievements target.
5. Actual achievements.
6. Explanation of variances between target and actual achievements.
7. Linkage to Royalties for Regions outcomes.
8. Funding allocation by project category.
9. What precisely the Funding received has been spent on.

SCHEDULE 4 – ROYALTIES FOR REGIONS PROJECT DETAILS

1. Purpose

The Funding received by the Recipient will be used for reasonable direct wages, contracts and capital works relating to the cost of the infrastructure asset identified in the Business Case submitted by the Recipient on behalf of the North Midlands – Mid West Region (comprising the Shires of Mingenew, Morawa, Perenjori, and Three Springs) and approved by the Department. This Project involves activities and capital works as detailed in Clause 4 of this schedule.

2. Funding Amount(s)

\$ 339,755 will be provided for the Purpose noted in Clause 1 above.

The payment of the Funding will be subject to assessment of Project expenditure by the Department for consistency with the Guidelines.

3. Manner in which Funding is to be Paid

After this Agreement has been executed by both Parties, the Department will authorise the payment of the full amount of Funding of \$ 339,755 to the Recipient in the manner described in Schedule 5.

4. Detailed Description of Project

4.1. Project Description and Objective

The project will reconstruct and lift the Irwin River crossing on Depot Hill Road located within the Shire of Mingenew by approximately three meters using a culvert style construction design to allow water to pass under the road. This will help provide all year/all-weather access by reducing 'water over road' closures. The ingress and egress of the crossing will be slightly improved as a part of this project. At present, the crossing is closed for a minimum of several days per year, severely inconveniencing the many users of this road and adding considerable travel time. By lifting the crossing and marginally re-aligning the entry and departure points, the works will also provide easier access by heavy transport that uses the route all year round.

4.2. Project Objective

The proposal outlined in this project is to lift the crossing by approximately 3 metres using a culvert type and thus make it trafficable for the majority, if not all, of the year. Changes to the approaches to the crossing improve safety for road users.

This project would provide a safe and secure alternate route from the North Midlands (including the Shires of Mingenew, Morawa, Carnamah, Coorow, Three Springs and Perenjori) to Geraldton and return for a myriad of users including the local communities, emergency services, mining support services, mining transport companies, freight companies, contractors, school bus, and TRANSWA.

4.3. Project Timeframe

The Recipient agrees to commence the Project within six months after the date this Agreement is entered into and to complete the Project in accordance with the milestone dates noted in the table below, unless otherwise agreed to in writing by the Department.

| Main Activities / Milestone | Milestone Date | Responsibility |
|-----------------------------|------------------------|-------------------------------------------|
| Funding Approval | March April 2012 | Dept. RDL, MWDC, Shire of Mingenew |
| Tenders for construction | April 2012 | Shire of Mingenew |
| Tendered work to commence | May 2012 | Shire of Mingenew and successful tenderer |
| Finalisation of works | July September 2012 | Contractor & Shire of Mingenew |
| Official Opening | August October 2012 | Shire of Mingenew |

4.4. Project Budget

| Item of Expenditure | Item Cost (\$) | Source of Funds (Specify Regional Group CLGF, Recipient, name of other sources and the amount of funding from each source) |
|---------------------------------------------------------------|------------------|----------------------------------------------------------------------------------------------------------------------------|
| Preliminaries | 100 000 | Main Roads WA - \$100 000 |
| Earthworks | 30 000 | Main Roads WA - \$30 000 |
| Drainage | 800 000 | Regional Group CLGF - \$339 755 Main Roads WA - \$460 245 |
| Rock Protection | 462 245 | Mid West Investment Plan - \$462 245 |
| Guardrail | 106 755 | Mid West Investment Plan - \$97 755 Main Roads WA - \$6 757 |
| Removal of debris | 1 000 | Shire of Mingenew - \$245 Main Roads WA - \$755 |
| Total Regional Group CLGF Funding under this Agreement | 339 755 | |
| Total Recipient Funding | 245 | In addition Shire of Mingenew will provide admin support to the project as in kind contribution |
| Total Other Funding | 1 160 000 | |
| Total Cost | 1 500 000 | |

4.5. Project Outcomes and Outputs

| Outcomes and Outputs | Description | Performance Measures |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Construction Construction outcomes are high standard | To ensure construction is in accordance with relevant quality assurance standards. | SoM reports include quality of end product against Australian and ISO standards. |
| Construction Construction in line with planning and approvals | To ensure construction is in accordance with agreed plans and approved scope and budget. | Achievement of scope of works, amount of project variations and cost to complete. |
| Construction To ensure construction is in accordance with traffic management plans and local community is consulted throughout project. | Minimised disruption to local traffic and businesses | Impacts to traffic and businesses are recorded and reported. Unplanned disruptions and delays to traffic, are recorded and reported |
| Post-construction A safe and functional crossing. | <u>The crossing reconfiguration addresses all of the concerns raised by Shire of Mingenew and community</u> | The performance will be monitored by analysing the crash statistics from Main Roads WA and also carrying out traffic surveys. |
| Reduced road closures due to flooding | Construct a new crossing at a height of approx. 3 metres above existing crossing to provide all year/all-weather access. Raised crossing that will remove the need to close the road after rainfall events | No closures of the river crossing due to flooding within 12 months of works being completed |
| Post-construction Improved conditions for motorists using this crossing and Allanooka Springs Road | Ascertain road users (general motorists, heavy haulage) satisfaction with reconfigured crossing. | Phone survey results incorporating evaluation of crossing reconfiguration. |

5. Term of Agreement

The Term of this Agreement commences on the execution date of this Agreement and ends 24 months after the execution date. The previous sentence is subject to those provisions of this Agreement which expressly or impliedly survive the expiration of this Agreement.

6. Special Conditions

6.1. Signage on Project sites

Infrastructure projects receiving over \$100,000 must display a sign/plaque which contains appropriate logos, approved by the Department of Regional Development and Lands, acknowledging Royalties for Regions funding during work and after the project is completed. If the Project is undertaken across a number of sites, one sign should be placed at an appropriate site in an area of high visibility. The Funding may be used to purchase and install signage.

Signage will be erected in the vicinity of the new crossing acknowledging the Royalties for Regions funding that allowed this project to proceed.

SCHEDULE 5 – PAYMENT OF THE FUNDING

Funding will be made available as a conditional grant specifically for the delivery of the Project outlined in Schedule 4. The Recipient will forward an invoice to the Department for the amount of the Funding outlined in Schedule 4. The payment will be processed by the Department and the payment cheque to the Recipient will then be electronic funds transferred to:

| | |
|------------------------|--------------------------------------------|
| Account name: | Mingenew Shire Council – Municipal Account |
| BSB: | 086-833 |
| Account number: | 50-835-5531 |

The Department through its internal process may raise a recipient-created invoice for the Funding amount identified in Schedule 4. The terms of the invoice are governed by the following:

- (a) The Recipient warrants that it has an Australian Business Number and is registered for GST.
- (b) The Recipient will immediately notify the Department in writing of any change to the Recipient's registration.
- (c) The Department warrants that it is registered for GST.
- (d) The Department will immediately notify the Recipient in writing of any change to the Department's Registration.
- (e) If any supply is made by the Recipient after the date of this Agreement in connection with the Funding, the Department may issue a recipient-created tax invoice in respect of the supply and the Recipient will not issue a tax invoice in respect of that supply.
- (f) The Recipient and the Department may agree that the provisions of the agreement to use recipient-created tax invoices will not apply in respect of a particular supply, in which case the Recipient will issue a tax invoice in respect of that supply.
- (g) The Department or the Recipient may terminate agreement to use recipient-created tax invoices at any time by giving written notice to the other Party.
- (h) In this Agreement the terms "supply", "registered", "tax invoice", "recipient-created tax invoice" and "GST" have the same meaning as in the GST Act and "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.

EXECUTED by the Parties as an agreement.

SIGNED for and on behalf of the **STATE**)
OF WESTERN AUSTRALIA by Linda)
Leonard, Manager Reporting and)
Evaluation of the **DEPARTMENT OF**)
REGIONAL DEVELOPMENT AND)
LANDS in the presence of:

Signature of witness

Full name and position of witness

Signed for and on behalf of Shire of Mingenew

The Common Seal of the Recipient was hereunto affixed by authority of the Council
in the presence of:

Signature

Shire President

Michelle Anne BAGLEY

Print full name of Authorised Person

Signature

Chief Executive Officer

Michael Charles SULLY

Print full name of Authorised Person

Declaration by Regional Group members

We, the undersigned being members of the Regional Group which is undertaking the Project authorise the Recipient to act on behalf of the Regional Group in all matters relating to the Project and agree that obligations arising under the Agreement will be incumbent on all Regional Group members.

Signature
Chief Executive Officer
Shire of Morawa

Gavin Treasure
Print full name of Authorised Person

Signature
Chief Executive Officer
Shire of Perenjori

Stan Scott
Print full name of Authorised Person

Signature
A/Chief Executive Officer
Shire of Three Springs

Kevin O'Connor
Print full name of Authorised Person

**FINANCIAL ASSISTANCE AGREEMENT – ROYALTIES FOR REGIONS
PROJECT**

THE DEPARTMENT OF REGIONAL DEVELOPMENT AND LANDS

AND

SHIRE OF MINGENEW
ABN: 41 454 990 790

Depot Hill Road River Crossing Upgrade

TABLE OF CONTENTS

| | |
|---------------------------------------------------------------------------------|-----------|
| BACKGROUND | 5 |
| OPERATIVE PART | 5 |
| 1. DEFINITIONS AND INTERPRETATION | 6 |
| 1.1 Definitions | 6 |
| 1.2 Interpretation | 8 |
| 2. SCOPE OF THIS AGREEMENT | 10 |
| 3. OBLIGATIONS OF RECIPIENT | 11 |
| 3.1 Use of Funding | 11 |
| 3.2 No Changes | 11 |
| 3.3 No Endorsement | 11 |
| 3.4 Acknowledgement of Department | 11 |
| 3.5 Accounts, Acquittal and Reporting | 12 |
| 3.6 General Undertakings of Recipient | 13 |
| 3.7 Negation of Employment, Partnership and Agency | 14 |
| 4. EVALUATION OR AUDIT RIGHTS | 14 |
| 5. CONTACT OFFICERS | 14 |
| 6. REPAYMENT AND RETENTION OF THE FUNDING | 14 |
| 7. LIMITATION OF LIABILITY | 14 |
| 8. INSURANCE AND INDEMNITY | 15 |
| 9. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006 | 15 |
| 10. NOTICES | 16 |
| 11. DEFAULT AND TERMINATION | 16 |
| 11.1 Event of Default by the Recipient | 16 |

| | | |
|------|----------------------------------------------------|----|
| 11.2 | Effect of Event of Default | 17 |
| 12. | GOODS AND SERVICES TAX (GST) | 17 |
| 13. | WAIVER | 17 |
| 14. | ENTIRE AGREEMENT | 18 |
| 15. | ASSIGNMENT | 18 |
| 16. | VARIATION | 18 |
| 17. | RIGHTS AND REMEDIES | 18 |
| 18. | LOCAL PRODUCTS AND SERVICES | 18 |
| 19. | GOVERNING LAW | 18 |
| 20. | SCHEDULES | 18 |
| | SCHEDULE 1 – CONTACT OFFICERS | 19 |
| 1 | Notice Addresses | 19 |
| 2. | Contact Officers | 19 |
| | SCHEDULE 2 – FINANCIAL REPORT | 20 |
| | SCHEDULE 3 – EVALUATION REPORT | 21 |
| | SCHEDULE 4 – ROYALTIES FOR REGIONS PROJECT DETAILS | 22 |
| 1. | Purpose | 22 |
| 2. | Funding Amount | 22 |
| 3. | Manner in which Funding is to be Paid | 22 |
| 4. | Detailed Description of Project | 23 |
| 5. | Project Controls | 25 |
| 6. | Term of Agreement | 26 |
| 7. | Special Conditions | 26 |
| | SCHEDULE 5 – PAYMENT OF THE FUNDING | 27 |

DRAFT

THIS Agreement is made the _____ day of _____ 20__.

BETWEEN:

State of Western Australia via the Department of Regional Development and Lands, acting through the Director General, of Level 11, 140 William Street, Perth WA 6000 (“Department”)

and

Shire of Mingenew, (“Recipient”)

BACKGROUND

Funds for Royalties for Regions are invested through the *Royalties for Regions Act 2009*. The Recipient has applied to the Department for financial assistance to undertake the Project and the Department has agreed to provide Funding subject to the terms and conditions of this Agreement.

- (a) The Department and the Recipient each have responsibilities relating to the successful delivery of the Royalties for Regions Project(s) referred to in this Agreement.
- (b) The Department’s role in relationship to Royalties for Regions is to administer and coordinate the implementation of Royalties for Regions.
- (c) The Parties agree that there is a shared responsibility to ensure the delivery of nominated Royalties for Regions’ initiatives referred to in this Agreement, with the overall aim of:
 - Building capacity in regional communities
 - Retaining benefits in regional communities
 - Improving services to regional communities
 - Attaining sustainability
 - Expanding opportunity
 - Growing prosperity.

OPERATIVE PART

THE PARTIES AGREE as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, unless repugnant to the context:

Agreement means this Financial Assistance Agreement, including its recitals and any schedules or annexures.

Acquittal occurs when the Department has advised the Recipient that the reports and financial information provided by the Recipient in accordance with clause 3.5 (c) are satisfactory.

Approved Budget means the budget approved by the Department and set out in Schedule 4.

Auditor means a person who is an approved auditor for the purposes of the Local Government Act 1995 or a Registered Company Auditor and who is independent of the Recipient.

Auditor General means the Auditor General for the State of Western Australia.

Business Day means a day, not being a Saturday, Sunday or public holiday, on which banks are open for general banking business in Western Australia.

Commencement Date means the execution date of this Agreement.

Completion Date means that date for completion of the Project as specified in, or ascertainable from, Schedule 4.

Commonwealth means Commonwealth of Australia.

Department means the Department of Regional Development and Lands or such other body or instrumentality that is charged with the administration of this Agreement from time to time on behalf of the State.

Evaluation or Audit includes to audit, examine, investigate, inspect, review or evaluate.

Funding means the amount specified in Schedule 4, including any interest accrued on that amount.

Insolvency Event means the happening of any of these events:

- a. an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- b. except to reconstruct or amalgamate while solvent, a body corporate:
 - (i) is wound up or dissolved; or
 - (ii) resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to do so; or
 - (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or
- c. a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- d. a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the Corporations Act 2001 (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- e. any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against, any asset or undertaking of a body corporate; or
- f. the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment or money or the recovery of any property;
- g. a body corporate:
 - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - (ii) stops or suspends payment of all, or a class of, its debts; or
 - (iii) is, or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - (iv) insolvent or unable to pay its debts when they fall due; or

- (v) the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act 2001 (Cth); or
 - (vi) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the Corporations Act 2001 (Cth); or
 - (vii) ceases, or threatens to cease, to carry on all or a material part of its business; or
- h. a person becomes an insolvent under administration as defined in section 9 of the Corporations Act 2001 (Cth) or action is taken that that could result in that event;
- i. anything analogous or having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Milestones means the milestones set out in Schedule 4.

Obligation means obligation under this Agreement.

Party means each of the Department or the Recipient as the context requires and **Parties** means both of them.

Project means the initiative or activities funded for the Purpose described in Schedule 4.

Purpose means the purpose of carrying out the Project.

Registered Company Auditor means a person who is, for the time being, registered as an auditor or taken to be registered as an auditor under Part 9.2 of the Corporations Act 2001 of the Commonwealth.

Royalties for Regions means the Royalties for Regions programs of the State Government, administered under the Royalties for Regions Act 2009.

Schedule means any schedule to, and forming part of, this Agreement.

Special Conditions means any conditions specified as such in Schedule 4.

State means the State of Western Australia.

Term means the currency of this Agreement.

1.2 Interpretation

In this Agreement unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;

- (b) words importing any gender include the other genders;
- (c) references to persons include corporations;
- (d) references to a person include the legal personal representatives, successors and assigns of that person;
- (e) a reference to a statute, ordinance, code, or other law includes regulations, by-laws, rules and other statutory instruments under it for the time being in force and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction);
- (f) references to this Agreement or any other instrument include this Agreement or other instrument as varied or replaced, and notwithstanding any change in the identity of the Parties;
- (g) references to writing include any mode of representing or reproducing words in tangible and permanently visible form, and include e-mail and facsimile transmission;
- (h) an Obligation incurred in favour of two or more persons is enforceable by them jointly and severally;
- (i) if a word or a phrase is defined, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (j) references to this Agreement include its recitals, schedules and annexures;
- (k) headings are inserted for ease of reference only and are to be ignored in construing this Agreement;
- (l) references to time are local time in Perth, Western Australia;
- (m) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (n) references to currency are to Australian currency unless otherwise stated;
- (o) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- (p) a reference to any thing is a reference to the whole and each part of it, and a reference to a group of persons is a reference to all of them collectively, to any two or more of them collectively and to each of them individually;

- (q) when the day or last day for doing an act is not a Business Day, then the day or last day for doing the act will be the directly preceding Business Day;
- (r) if the word “including” or “includes” is used, the words, “without limitation” are taken to immediately follow; and
- (s) the phrases "described in", "set out" and "specified in" shall all read as if the words "expressly or impliedly" appeared immediately before them.

2. SCOPE OF THIS AGREEMENT

- (a) The Recipient shall:
 - (i) use the Funding for the Purpose, and only for the Purpose;
 - (ii) carry out all aspects of the Project and acquit all aspects of the Purpose in a competent, diligent, satisfactory and professional manner, and to a high standard;
 - (iii) comply with this Agreement;
 - (iv) provide appropriate Funding and other resources, including staff with the capacity to meet its Obligations;
 - (v) provide leverage with wider stakeholders to facilitate strong stakeholder ownership and involvement where required in the Project; and
 - (vi) seek to facilitate additional financial investment in the Project.
- (b) The Department shall:
 - (i) pay to the Recipient the Funding in the manner set out in Schedule 4 and Schedule 5;
 - (ii) indemnify and keep indemnified the Recipient for any liability for GST and any related penalty or interest charge that may arise from a statement of GST payable on the supply for which the Department issues a recipient-created tax invoice under this Agreement; and
 - (iii) provide to the Recipient reporting templates to fulfil clause 3.5 and the reporting requirements outlined in Schedule 2 and Schedule 3.
- (c) Regarding the Project, the Recipient must:
 - (i) notify the Department of legal proceedings, arbitration or administrative proceedings or debt recovery actions pending or

threatened against the funding agent as soon as practicable after the institution of those proceedings or that debt recovery action;

- (ii) notify the Department immediately if the Recipient is in breach of any law or act, receives an audit qualification, or is under scrutiny through an inquiry or decree or any consent, registration, approval, licence or permit or agreement, order or award binding on the Recipient;
- (iii) keep and maintain accurate, complete, up-to-date, properly detailed written records of income, expenditure, work, activities, progress, setbacks, problems and business and commercial arrangements and dealings in relation to either or both of this Agreement and the Project, and promptly provide the Department with information or documentation (relating in any way to the Project or this Agreement) requested by the Department. The Recipient will ensure that all such information or documentation (as the case may be) is accurate, complete, up-to-date, properly detailed and not in any way misleading or deceptive;
- (iv) establish a separate account or cost centre within its financial system solely for the Funding.

3. OBLIGATIONS OF RECIPIENT

3.1 Use of Funding

The Recipient will use the Funding for the carrying out of the Project in accordance with this Agreement and the Approved Budget and expend such funds by the Completion Date. All such expenditure must be effected in a commercially prudent, sensible and reasonable manner. Furthermore, the Recipient shall properly comply with and deliver all Milestones in accordance with Schedule 4.

3.2 No Changes

The Recipient will not make any changes to the Project or any agreed budget (including the Approved Budget) without the prior written consent of the Department, which consent may be withheld at the Department's discretion.

3.3 No Endorsement

The Recipient agrees that nothing in this Agreement constitutes an endorsement by the Department of any goods or services provided by the Recipient.

3.4 Acknowledgement of Department

- (a) Any Royalties for Regions communication activity including presentations, publications, signage, articles, newsletters, or other literary works relating to the Project shall:
 - (i) give equal representation to the Parties in the display of Royalties for Regions' logos, the Recipient's logos and party names where agreed and as deemed appropriate; and
 - (ii) be consistent with the Department's Marketing, Communications and Acknowledgements Policy.
- (b) The respective roles of the Parties must be acknowledged at relevant fora, conferences, and project launches where the Project is promoted.
- (c) The Parties shall:
 - (i) work cooperatively at the senior management and officer levels;
 - (ii) maintain open communication, both formal and informal, to progress the objectives of this Agreement;
 - (iii) share information and knowledge as practicable; and
 - (iv) advise any shared stakeholders about arrangements between the Parties.
- (d) The Parties shall coordinate joint communications when dealing with the media and shared stakeholders in relation to the Project referred to in this Agreement on issues of significance or mutual concern, including circulating draft media statements, advertising proposals and advertisements between the Parties for comment prior to publication.
- (e) The Recipient shall coordinate joint communications with the Department prior to the release of any media statement, advertising proposal and advertisement by the Recipient in relation to the Project.

3.5 Accounts, Acquittal and Reporting

- (a) The Recipient is to provide to the Department progress reports on a quarterly basis (as at 30 September, 31 December, 31 March and 30 June), or as determined from time to time by the Department, until the completion of the Project, which shall include:
 - (i) a financial report (certified by the Chief Financial Officer or Accountable Officer of the Recipient), as detailed in Schedule 2; and
 - (ii) an evaluation report as per Schedule 3, showing how and to what extent the Funding was spent and the extent to which the Milestones and outcomes were achieved.

Note – quarterly reports are to be submitted within one (1) month after the end of each quarter.

- (b) The Recipient will provide to the Department an annual report on the Project based on a financial year ending 30 June, which shall include:
- (i) a financial report (certified by the Chief Financial Officer or Accountable Officer of the Recipient and audited by an Auditor), outlining income and expenditure in respect to the Project, as detailed in Schedule 2; and
 - (ii) an evaluation report as per Schedule 3 showing how and to what extent the Funding was spent and the extent to which the Milestones and outcomes were achieved.

Note – the annual report on the Project is to be submitted within three (3) months after the end of the financial year.

- (c) The Recipient is to provide to the Department a report (the Acquittal) at the completion of the Project or the conclusion of this Agreement (whichever occurs first), which shall include:
- (i) a financial report (certified by the Chief Financial Officer or Accountable Officer of the Recipient and audited by an Auditor) certifying that the Funding was used for the Project, such certification to address the issues itemised in Schedule 2; and
 - (ii) an evaluation report as per Schedule 3, showing how and to what extent the Funding was spent and the extent to which the Milestones and outcomes were achieved.

Note – The Acquittal is to be submitted within three (3) months after the completion of the Project.

- (d) The Department shall provide reporting templates to assist the Recipient with its reporting Obligations set out in clause 3.5.

3.6 General Undertakings of the Recipient

The Recipient must:

- (a) at all times duly perform and observe its Obligations and will promptly inform the Department of any occurrence that might adversely affect its ability to do so in a material way;
- (b) undertake its Obligations with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights, entitlements and powers or Obligations under this Agreement;
- (d) comply with all State and Commonwealth laws; and
- (e) cooperate fully with the Department in the administration of this Agreement.

3.7 Negation of Employment, Partnership and Agency

- (a) The Recipient must not represent itself, and must ensure that its employees, contractors, sub-contractors or agents do not represent themselves, as being an employee, partner or agent of the State or the Department or as otherwise able to bind or represent the State or Department.
- (b) The Recipient will not by virtue of this Agreement be, or for any purpose be deemed to be, an employee, partner, or agent of the State or the Department, or have any power or authority to bind or represent the State or Department.

4. EVALUATION OR AUDIT RIGHTS

- (a) The Department may arrange for an Evaluation or Audit to be carried out in respect of the Project. If the Department arranges for an Evaluation or Audit:
 - (i) the Department must notify the Recipient that the Department has arranged or will arrange for an Evaluation or Audit to be carried out; and
 - (ii) the Recipient must allow all persons appointed by the Department to carry out the Evaluation or Audit to have full access to the records and premises in the control or possession of the Recipient for the purpose of carrying out the Evaluation or Audit.
- (b) Clause 4 survives the end of this Agreement by five (5) years.

5. CONTACT OFFICERS

- (a) The Parties agree to appoint Contact Officers. The Contact Officer for each Party is authorised to act for that Party in relation to this Agreement and is the first point of contact for the other Party in relation to any disputes arising under the Agreement.
- (b) The details of each Party's Contact Officer are set out in Schedule 1.
- (c) If a Party changes its Contact Officer that Party will notify the other Party in writing of the new contact details within five (5) Business Days after the change.

6. REPAYMENT AND RETENTION OF THE FUNDING

At the completion of the Project or the conclusion of this Agreement (whichever occurs first) the Recipient must remit to the Department within twenty (20) Business Days any Funding that the Department has paid and that has not been used or committed in accordance with this Agreement.

7. LIMITATION OF LIABILITY

The Department shall have no responsibility or liability for the success or otherwise of the Project and is not liable for any losses suffered by the Recipient in undertaking the Project. If the Funding is insufficient for the Recipient to properly meet all of its Obligations, then the Recipient is solely responsible for funding any shortfall.

8. INSURANCE AND INDEMNITY

- (a) The Recipient shall effect and maintain throughout the Term adequate insurance, with a reputable insurer, to provide cover for the Project undertaken by the Recipient, including Public Liability and Workers' Compensation insurances and property insurance covering loss of or damage to any equipment that the Recipient provides for use on the Project, for its full replacement value.

If and when requested by the Department, the Recipient must provide either or both of the following:

- (i) A written statement of the applicable insurance cover held by the Recipient; and
 - (ii) A copy of any policy of insurance, a Certificate of Currency, and receipts for premiums in connection with any policy of insurance.
- (b) The Recipient hereby indemnifies and shall keep indemnified the State and the Department and to hold them and their respective officers, employees and agents harmless from and against all reasonably foreseeable damages, losses, liabilities, cost and expenses (including legal fees) claimed, suffered or incurred by the State or the Department or any of their respective officers, employees and agents whether before or after the date of this Agreement to the extent caused by any:
- (i) breach of any Obligation by the Recipient;
 - (ii) act or omission of the Recipient or its employees, contractors, officers or agents; or
 - (iii) breach of a State or Commonwealth law by the Recipient or any of its employees, contractors, officers or agents.
- (c) This indemnity shall survive expiration or termination of this Agreement.

9. FREEDOM OF INFORMATION ACT 1992 AND FINANCIAL MANAGEMENT ACT 2006

- (a) This Agreement and information regarding it is subject to the *Freedom of Information Act 1992*. The Department may publicly disclose information in relation to this Agreement, including its terms and the details of the Recipient.
- (b) Despite any express or implied provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under

the *Financial Management Act 2006* and the *Auditor General Act 2006* are not limited or affected by this Agreement. The Recipient must allow the Auditor General, or an authorised representative, to have access to and examine the Recipient's records and information concerning this Agreement.

10. NOTICES

Any notice or other communication that may or must be given under this Agreement:

- (a) must be in writing;
- (b) may be given by an authorised officer of the Party giving notice;
- (c) must be:
 - (iv) hand-delivered or sent by prepaid post to the address of the Party receiving the notice as set out in item 1 of Schedule 1; or
 - (v) sent by facsimile to the facsimile number of the Party receiving the notice as set out in item 1 of Schedule 1;
- (d) subject to paragraph (e), is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of facsimile, on the date of transmission; and
- (e) if received after 5.00 pm or on a day other than a Business Day, is taken to be received on the next Business Day.

11. DEFAULT AND TERMINATION

11.1 Event of Default by the Recipient

An Event of Default occurs if:

- (a) the Recipient breaches any Obligation, which (if remediable) continues without remedy for five (5) Business Days after notice in writing has been served on the Recipient by the Department;
- (b) the Recipient breaches this Agreement and such breach cannot be remedied;
- (c) the Recipient suffers or is or becomes subject to an Insolvency Event;
- (d) the Department has reasonable grounds to believe that the Recipient is unwilling or unable to comply with its Obligations;

- (e) any aspect of this Agreement is or is held to be void, unenforceable, or invalid for whatever reason; or
- (f) the Recipient persistently, regularly, consistently or continually breaches this Agreement.

11.2 Effect of Event of Default

- (a) If an Event of Default occurs, the Department may terminate the Agreement by providing further notice in writing to the Recipient.
- (b) Whilst a Party is in breach of this Agreement, the other Party may suspend the performance of its Obligations.

12. GOODS AND SERVICES TAX (GST)

- (a) For the purposes of clause 12 and Schedule 5:
 - (i) “GST” means the goods and services tax applicable to any taxable supplies as determined by the GST Act;
 - (ii) “GST Act” means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and includes all associated legislation and regulations; and
 - (iii) the terms “supply”, “tax invoice”, “taxable supply” and “value” have the same meanings as in the GST Act.
- (b) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Funding shall be inclusive of GST.
- (c) The Obligation of the Department to pay the GST on any supply by the Recipient under this Agreement is conditional upon the prior issue by the Recipient to the Department of a tax invoice that complies with the GST Act. This provision applies notwithstanding any law to the contrary.

13. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by both Parties.
- (b) A waiver by either Party will not prejudice that Party’s rights in relation to any further breach of this Agreement by the other Party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party, will not be construed as a waiver of any rights.

14. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements between the Parties with respect to the subject matter of this Agreement.

15. ASSIGNMENT

- (a) This Agreement is personal to the Recipient and may not be assigned by the Recipient without the Department's consent, which may be withheld at the Department's discretion. The Department may assign its rights and Obligations under this Agreement as it sees fit.
- (b) For the purposes of this clause 15, the Recipient shall be deemed to have assigned this Agreement if any act, matter or thing is done or occurs, the effect of which is, in the opinion of the Department, to transfer, directly or indirectly, the management or control of the Recipient.

16. VARIATION

Any modification, amendment or other variation to this Agreement must be made in writing, duly executed by both Parties.

17. RIGHTS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

18. LOCAL PRODUCTS AND SERVICES

The Recipient agrees to comply with the Western Australian Government's Buy Local policy when purchasing goods and services for the Project.

19. GOVERNING LAW

This Agreement is governed by the laws of Western Australia. Each Party irrevocably submits to the non-exclusive jurisdiction of the courts of Western Australia.

20. SCHEDULES

- (a) Any express or implied provision of any schedule hereto is hereby deemed to be a provision of this Agreement and therefore must be complied with (by the relevant Party) in accordance with its terms.
- (b) In clause 20(a), "provision" includes term, condition, warranty, stipulation, right, obligation, representation and the like.
- (c) Without limiting the preceding provisions of this clause 20, the Recipient agrees to comply with the Special Conditions, if any.

SCHEDULE 1 – CONTACT OFFICERS

1 Notice Addresses

1.1 Department

| | |
|------------------|--------------------------------|
| Registered Mail: | PO Box 1143 WEST PERTH WA 6872 |
| Facsimile: | (08) 6552 4417 |

1.2 Recipient

| | |
|------------------|------------------------------|
| Registered Mail: | PO Box 120 MINGENEWA WA 6522 |
| Facsimile: | (08) 99281128 |

2. Contact Officers

2.1 Department

| | |
|------------------------|--------------------------------------|
| Name: | Andrew Beer |
| Job Title: | A/Principal Project Officer |
| Phone: | (08) 6552 4426 |
| Facsimile: | (08) 6552 4417 |
| Email: | Andrew.Beer@rdl.wa.gov.au |
| Postal Address: | PO Box 1143, West Perth, WA 6872 |
| Street Address: | 140 William Street, Perth WA 6000 |
| Supervisor: | Andrew Mann, Manager, Infrastructure |

2.2 Recipient

| | |
|------------------------|-----------------------------------|
| Name: | Mike Sully |
| Job Title: | Chief Executive Officer |
| Phone: | (08) 99281102 |
| Facsimile: | (08) 99281128 |
| Email: | ceo@mingenew.wa.gov.au |
| Postal Address: | PO Box 120 MINGENEWA WA 6522 |
| Street Address: | Victoria Street MINGENEWA WA 6522 |
| Supervisor: | |

2.3 Recipient financial contact

| | |
|-------------------|-------------------------|
| Name: | Mike Sully |
| Job Title: | Chief Executive Officer |
| Phone: | (08) 99281102 |
| Email: | ceo@mingenew.wa.gov.au |

SCHEDULE 2 – FINANCIAL REPORT

The Department will provide relevant reporting templates to assist the Recipient in completing its reporting Obligations under this schedule as per Clause 3.5 of the Agreement.

The information listed below, is indicative of the information requested by the Department and may be properly varied from time to time.

1. Total approved Royalties for Regions Budget for the current financial year.
2. Balance brought forward from previous reporting period.
3. Royalties for Regions payments received from the Department to date.
4. Total committed in the current period from Royalties for Regions funds received.
5. Actual expenditure to date.
6. Initial estimated cost of the Project.
7. Amount of funding leveraged from other sources.
8. Forecast cost to complete the Project.
9. Use of funds: Infrastructure/Services/Administration

SCHEDULE 3 – EVALUATION REPORT

The Department will provide relevant reporting templates to assist the Recipient in completing its reporting Obligations under this schedule as per Clause 3.5 of the Agreement.

The information listed below, is indicative of the information requested by the Department and may be properly varied from time to time.

1. Project outputs/outcomes (Key Performance Indicators).
2. Linkage to Royalties for Regions' outcomes.
3. Project indicators.
4. Milestones/achievements target for the reporting period.
5. Milestones/actual achievements for the reporting period.
6. Explanation of variances between target and actual achievements, including impediments encountered, action taken to overcome these and potential future impediments if any.
7. Funding allocation by project category.
8. What precisely the Funding received has been spent on.

SCHEDULE 4 – ROYALTIES FOR REGIONS PROJECT DETAILS

1. Purpose

To contribute funding towards the lifting of a river crossing (Irwin River) on Depot Hill Road located within the Shire of Mingenew.

2. Funding Amount

Up to \$639,368 for the Depot Hill Road River Crossing upgrade as outlined in the table below.

| Category of Expenditure as per Cabinet Approval | Total '11/12 – '13/14 \$'000 | 2011/2012 \$'000 | 2012/2013 \$'000 | 2013/2014 \$'000 |
|-------------------------------------------------|------------------------------|------------------|------------------|------------------|
| Capital Expenditure | | | | |
| Recurrent Expenditure | 639.368 | 639.368 | | |
| | | | | |
| Total | 639.368 | 639.368 | | |

3. Manner in which Funding is to be Paid

After this Agreement has been executed by both Parties, the Department will authorise the payment of the Funding to the Recipient in the manner described in 3.1 below and Schedule 5.

The transfer of the Funding will be subject to an assessment, with the Department being satisfied with the results of the assessment, of actual Project expenditure and material cash at bank balances of the Funding previously paid and available to the Recipient.

3.1. Drawdown of Royalties for Regions Funding

| Deliverable | Payment details and timing | Amount \$'000 |
|---------------------------------------------|------------------------------------------------------------|---------------|
| Execution of Financial Assistance Agreement | <ul style="list-style-type: none">April 2012 | 319.684 |
| Project Commences | <ul style="list-style-type: none">May 2012 | 319.684 |

4. Detailed Description of Project

4.1. Project Description

The project will reconstruct and lift the Irwin River crossing on Depot Hill Road located within the Shire of Mingenew by approximately three meters using a culvert style construction design to allow water to pass under the road. This will help provide all year/all-weather access by reducing 'water over road' closures. The ingress and egress of the crossing will be slightly improved as a part of this project.

At present, the crossing is closed for a minimum of several days per year, severely inconveniencing the many users of this road and adding considerable travel time. By lifting the crossing and marginally re-aligning the entry and departure points, the works will also provide easier access by heavy transport that uses the route all year round.

4.2. Project Objective

The proposal outlined in this project is to lift the crossing by approximately 3 metres using a culvert type and thus make it trafficable for the majority, if not all, of the year. Changes to the approaches to the crossing improve safety for road users.

This project would provide a safe and secure alternate route from the North Midlands (including the Shires of Mingenew, Morawa, Carnamah, Coorow, Three Springs and Perenjori) to Geraldton and return for a myriad of users including the local communities, emergency services, mining support services, mining transport companies, freight companies, contractors, school bus, and TRANSWA.

| Outcomes and Outputs | Description | Performance Measures |
|---------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Construction Construction outcomes are high standard | To ensure construction is in accordance with relevant quality assurance standards. | SoM reports include quality of end product against Australian and ISO standards. |
| Construction Construction in line with planning and approvals | To ensure construction is in accordance with agreed plans and approved scope and budget. | Achievement of scope of works, amount of project variations and cost to complete. |
| Construction To ensure construction is in accordance with traffic management plans and local community is consulted throughout project. | Minimised disruption to local traffic and businesses | Impacts to traffic and businesses are recorded and reported. Unplanned disruptions and delays to traffic, are recorded and reported |

| Outcomes and Outputs | Description | Performance Measures |
|--------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Post-construction A safe and functional crossing. | The crossing reconfiguration addresses all of the concerns raised by Shire of Mingenew and community | The performance will be monitored by analysing the crash statistics from Main Roads WA and also carrying out traffic surveys. |
| Reduced road closures due to flooding | Construct a new crossing at a height of approx. 3 metres above existing crossing to provide all year/all-weather access. Raised crossing that will remove the need to close the road after rainfall events | No closures of the river crossing due to flooding within 12 months of works being completed |
| Post-construction Improved conditions for motorists using this crossing and Allanooka Springs Road | Ascertain road users (general motorists, heavy haulage) satisfaction with reconfigured crossing. | Phone survey results incorporating evaluation of crossing reconfiguration. |

4.3. Project Timeframe

The Recipient agrees to commence the Project within six (6) months of execution of the FAA and to finalise the Project within six (6) months of the Project Completion date noted in the table below.

| Main Activities / Milestone | Milestone Date | Responsibility |
|-----------------------------|----------------|-------------------------------------------|
| Funding Approval | April 2012 | Dept. RDL, MWDC, Shire of Mingenew |
| Tenders for construction | April 2012 | Shire of Mingenew |
| Tendered work to commence | May 2012 | Shire of Mingenew and successful tenderer |
| Finalisation of works | July 2012 | Contractor & Shire of Mingenew |
| Official Opening | August 2012 | Shire of Mingenew |

4.4. Project Budget

| Item of Expenditure | Cost (\$'000) | Source of Funds |
|--------------------------------------------------------------------------|------------------|--------------------------------------------------------------------------------------------------------------|
| Constructed crossing | 1,350 | Main Roads WA, Royalties for Regions (Mid West Investment Plan), CLGF Regional component |
| Engineering supervision | 40 | Main Roads WA, Royalties for Regions (Mid West Investment Plan), CLGF Regional component |
| Additional road maintenance | 66.375 | Main Roads WA, Royalties for Regions (Mid West Investment Plan), CLGF Regional component |
| Construction of road to link into new crossing and production of signage | 122.768 | Main Roads WA, Royalties for Regions (Mid West Investment Plan), CLGF Regional component , Shire of Mingenew |
| Total Cost | 1,579.143 | |

5. Project Controls

- 5.1. The Recipient will provide a Project status update to the Department as requested by the Department but at no more than a monthly basis.
- 5.2. The Recipient will provide written project status updates to the Mid West Investment Plan Steering Committee upon request within 10 working days of meetings being held.
- 5.3. The Funding paid under this agreement is to be maintained in a separate interest bearing account and are only to be applied for the purpose of the Project. Interest earned may be applied to costs to be incurred under the Project.
- 5.4. Copies of monthly statements generated on this account, together with a reconciliation of the application of these funds, are to be forwarded to the Department on a quarterly basis. Statements and reconciliations are to be received by the Department no later than the end of the month following the quarter.

6. Term of Agreement

The Agreement remains valid from the date of this Agreement until 30 June 2013. The previous sentence is subject to those provisions of this Agreement that expressly or impliedly survive expiration of this Agreement.

7. Special Conditions

The Recipient must display a sign which contains appropriate logos, approved by the Department, acknowledging Royalties for Regions funding during work and after the Project is completed. The Funding may be used to purchase and install signage and will be accounted for under project administration.

DRAFT

SCHEDULE 5 – PAYMENT OF THE FUNDING

Funding will be made available as a conditional grant specifically for the delivery of the Project outlined in Schedule 4.

The Recipient will forward an invoice to the Department for the amount of the Funding outlined in Schedule 4. The payment will be processed by the Department and the payment cheque to the Recipient will then be electronic funds transferred to:

| | |
|------------------------|---------------------------------------|
| Account name: | Mingenew Shire Council Municipal Fund |
| BSB: | 086-833 |
| Account number: | 50-835-5531 |

The Department through its internal process may raise a recipient-created invoice for the Funding amount identified in Schedule 4. The terms of the invoice are governed by the following:

- (a) The Recipient warrants that it has an Australian Business Number and is registered for GST.
- (b) The Recipient will immediately notify the Department in writing of any change to the Recipient's registration.
- (c) The Department warrants that it is registered for GST.
- (d) The Department will immediately notify the Recipient in writing of any change to the Department's Registration.
- (e) If any supply is made by the Recipient after the date of this Agreement in connection with the Funding, the Department may issue a recipient-created tax invoice in respect of the supply and the Recipient will not issue a tax invoice in respect of that supply.
- (f) The Recipient and the Department may agree that the provisions of the agreement to use recipient-created tax invoices will not apply in respect of a particular supply, in which case the Recipient will issue a tax invoice in respect of that supply.
- (g) The Department or the Recipient may terminate agreement to use recipient-created tax invoices at any time by giving written notice to the other Party.
- (h) In this Agreement the terms "supply", "registered", "tax invoice", "recipient-created tax invoice" and "GST" have the same meaning as in the GST Act and "GST Act" means the A New Tax System (Goods and Services Tax) Act 1999.

EXECUTION OF THIS AGREEMENT

EXECUTED by the Parties as an Agreement.

SIGNED for and on behalf of the **STATE**)
OF WESTERN AUSTRALIA by Paul)
Rosair of the **DEPARTMENT OF**)
REGIONAL DEVELOPMENT AND)
LANDS in the presence of:)

Signature of witness

Full name and position of witness

Signed for and on behalf of **Shire of Mingenew**

Signature of [Chief Executive Officer]

Signature of Witness

Full name of [Chief Executive Officer]

Full name of Witness



SHIRE OF MINGENEW

| | |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Request for Tender | Upgrade Irwin River Crossing at Depot Hill Road, Mingenew. |
| RFT No. | MI 01-2012 |
| Deadline | 2.00pm Tues 04 May 2012 |
| Address for Delivery | <p>Shire of Mingenew c/o Greenfield Technical Services PO Box 2840 1-81 Forrest St Geraldton WA 6014</p> <p>phone (08) 9921 5547 email greenfield@westnet.com.au</p> |
| Contact Person | <p>Michael Keane Phone 0427 928 877 email greenfield@westnet.com.au</p> |

LIST OF CONTENTS

SECTION 1: INVITATION TO TENDER

Including;

- Scope of Works
- Conditions of Tendering
- Instrument of Agreement
- AS 2124, Annexure Part A
- Special Conditions of Contract
- Tender Response

SECTION 2: SPECIFICATIONS

Refer Appendix B Main Roads WA Specifications
and Appendix C Main Roads WA Annexures

SECTION 3:

Appendix A

THE DRAWINGS,

All as listed in Section 3

P10091-S001, P10091-S005, P10091-S020, P10091-S021,
P10091-S030 to 32, P10091-S035, P10091-S040,
P10091-S041, P10091-S045 to 047, P10091-S050, P10091-S051

and

MIN-IRDH-000 to 010

and

all relevant Main Roads WA standard drawings.

Appendix B

MAIN ROADS WA SPECIFICATIONS

Appendix C

MAIN ROADS WA ANNEXURES

1.0 INVITATION TO TENDER

Contractors with demonstrated experience in the completion of major culvert works and associated road works are invited to submit tenders for the scope of works described within this RFT document.

The contract arising from this tender shall be,

Contract No GTS MI 01-2012, Upgrade Irwin River Crossing on Depot Hill Rd in the Shire of Mingenew.

This contract shall be a Fixed Lump Sum Contract governed by AS 2124-1992, General Conditions of Contract. This will be a Quality Assured Contract.

1.1 SCOPE OF WORKS

All as described in the documents, drawings and specification included with this RFT.

The works generally includes the following:

- Clearing
- Earthworks including reshaping the upstream and downstream batters
- Construction of large box culverts and associated structural concrete works
- Rock protection
- Construction of basecourse pavement
- Minor kerbing
- Construction of guardrail
- 2 Coat Bituminous surfacing
- Signs and linemarking

1.2 DOCUMENTS

The Tender Documents comprise the following:

- ☐ Invitation to Tender
- ☐ Form of Tender
- ☐ Tender Schedule(s)
- ☐ Conditions of Tendering, AS 2125-1992
- ☐ General Conditions of Contract, AS 2124-1992
- ☐ Special Conditions of Contract
- ☐ Specifications and Annexures
- ☐ Drawings

No charge will be made for one set of these documents, but they will remain the property of the Principal. Reference Documents to the Tender Documents shall include, but not be limited to, the Code of Practice for the Western Australian Building and Construction Industry, and the Australian Standard Code of Tendering AS 4120-1994.

1.3 ENQUIRIES

Tenderers seeking clarification of any details relating to; the Invitation to Tender, the Conditions of Tendering, the Tender Documents or any other general inquiries should contact the Shire's nominated representative;

Michael Keane
Greenfield Technical Services,
phone 0427 928 877
e-mail greenfield@westnet.com.au

1.4 PRE-TENDER MEETING

The Principal will facilitate a mandatory site inspection for all tenderers on **Tues 24 Apr 2012**.

All Tenderers are required to attend this site inspection to ensure that they are sufficiently familiar with the site to evaluate the requirements under the Contract.

Meet on site at **12 noon**. Please assemble in the unsealed car park immediately south of the river crossing.

1.5 TENDER LODGEMENT REQUIREMENTS

Tenders shall be submitted in a sealed package and endorsed clearly on the outside with words,

“Tender for Contract No. GTS MI 01-2012, Irwin River Crossing Upgrade”

and the name of the Tenderer.

Time for Lodgement of Tenders;

Tenders shall be submitted no later than

2.00 PM TUES 04 MAY 2012.

Tenders will not be accepted after the nominated closing date and time, or a revised closing date and time notified in writing to all Tenderers.

Tenderers shall ensure that their Tender is delivered by hand either in person or by courier service to the place for lodgement of tenders, as listed below, no later than the nominated tender closing date and time.

Place for Lodgement of Tenders;

Tenders shall be lodged at the offices of

Greenfield Technical Services

1-81 Forrest St

or

PO BOX 2840

Geraldton

Geraldton

WA 6530

WA 6531

Tenders can also be faxed to (08) 9965 4116 or emailed to greenfield@westnet.com.au.

The following terms and conditions apply to tenders lodged by fax or email;

1. Tenderer to notify Greenfield (ph 9921 5547) prior to transmission of email.
2. Greenfield will not warrant confidentiality of faxed or email documents.
3. It is the Tenderer's responsibility to ensure timely and complete delivery of the tender submission whether it be electronic or hard-copy.
4. Tenders submitted by fax / email shall only be accepted on receipt of exact duplicate hard-copy within 24 hours of tender closing time. Failure to comply with this requirement will deem the Tenderer's offer inadmissible.

It is a Condition of Tendering that the Principal's Agent, Greenfield Technical Services, is deemed by all parties to act in good faith at all times in respect to the stated tender processes and tender confidentiality.

1.6 TENDER OPENING

All tenderers and members of the public may attend or be represented at the opening of Tenders.

The tender opening will be held at **2.01pm Tues 04 May 2012** at the address for lodgement of tenders.

Tenderers are requested to notify Greenfield if they intend to attend the tender opening.

The names of all parties who have submitted a tender will be listed but not the tender values.

No discussions will be entered into between Tenderers present and the Principal's agents concerning the tenders submitted.

1.7 CONDITIONS OF TENDERING

CT 1 SUBMISSION OF TENDERS

Tenders shall be submitted on the Form of Tender provided and accompanied by the completed Tender Schedule(s) as applicable. The Form of Tender shall be completed without alteration and signed by an authorised representative of the organisation.

Tenderers shall provide in their Tender submission, all information requested in these Conditions of Tendering, which will be used in the Tender assessment process.

CT 2 CODE OF PRACTICE

In consideration of being permitted to tender, Tenderers shall as a fundamental condition undertake to act in accordance with the Code of Practice for the Western Australian Building and Construction Industry in this Tender and in any Contract arising out of this Tender. Tenderers shall also undertake to comply with the Australian Standard Code of Tendering AS 4120 - 1994.

CT 3 GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the Australian Standard AS 2124-1992: General Conditions of Contract. Tenders shall comply and be based on the General Conditions of Contract (including the Annexure). The General Conditions of Contract will be deemed to have been issued and constitute part of the Tender Documents.

CT 4 PRINCIPAL SUPPLIED ITEMS

The Principal is **NOT** responsible for the supply of any items required for the completion of the works. The Principal will make basecourse and water available within proximity to the works but it remains the responsibility of the contractor to ensure quality and quantity of basecourse and water for compliance with the specification.

CT 5 TENDERERS TO INFORM THEMSELVES

Tenderers are required to and will be deemed to have:

- ☐ examined carefully and to have acquired full knowledge of the contents of the Drawings, Specification, Tender Schedules, Conditions of Tendering, the General Conditions of Contract and the Special Conditions of Contract (if any) and any other information made available in writing by the Principal to the Tenderers for the purpose of tendering;
- ☐ examined all information relevant to the risks, contingencies and other circumstances having an effect on their Tender and which is obtainable by the making of reasonable inquiries;
- ☐ examined the site and its surroundings; and
- ☐ satisfied themselves as to the correctness and sufficiency of their Tender for the work and that their tender rates and prices cover the cost of complying with all their obligations under the Contract whether expressed or implied and of all matters and things necessary for the due and proper performance and completion of the Contract.

Failure to do all or any of the things deemed to have been done under this clause will not affect the successful Tenderer's liability to perform and complete the obligations of the Contractor under the Contract.

CT 6 CONFORMITY OF TENDERS

Tenderers shall submit a Conforming Tender fully in accordance with the Tender Documents.

In addition to a Conforming Tender, a Tenderer may submit one or more Alternative Tenders, except for those parts of the Works where it is stated in the Documents that alternatives will not be considered.

Where an Alternative Tender is offered, the Tenderer shall provide a fully detailed description and shall clearly indicate the manner in which the Alternative Tender differs from the Conforming Tender, and any modifications which will be required to the whole or part of the Works as specified.

CT 8 ASSESSMENT OF TENDERS

The Principal has adopted a best value for money approach to this Tender. The tendered prices will be assessed with the following qualitative and compliance criteria to determine the most advantageous outcome to the Principal. This means that, although price is considered, the Offer containing the lowest price will not necessarily be accepted, nor will the Offer ranked the highest on the qualitative criteria.

In assessing best value for money, the Principal will consider:

- ☐ Price,
- ☐ Technical Capacity & Experience
- ☐ Methodology and availability to deliver the contract requirements
- ☐ Management & Supervision capability
- ☐ Quality Systems –incl Environmental & Safety performance

| Evaluation Criteria | Weighting |
|---------------------------------------|-------------|
| Price | 50% |
| Technical Capacity & Experience | 20% |
| Methodology & Availability to deliver | 10% |
| Management & Supervision capability | 10% |
| Quality Systems | 10% |
| Total | 100% |

Conforming and Alternative Tenders will also be assessed for their compliance or non-compliance in addressing Tender and Contract requirements, including information requested in the Conditions of Tendering.

Alternative Tenders will be assessed on the advantages they offer the Principal.

To enable a proper assessment to be made, it is essential that Tenderers submit all relevant information in an accurate and concise format. Poorly presented or inadequate information may jeopardise the success of the Tender. Tenderers shall ensure that Tenders are able to be assessed on a stand-alone basis, and should not rely on information supplied to the Principal in previous tenders.

After preliminary assessment of Tenders, the Principal may seek clarification through interviews with Tenderers or other means.

CT 9 RIGHT TO REJECT TENDERS

The Principal is not bound to accept the lowest Tender or any Tender or any part of any Tender, and may reject all Tenders.

CT 10 ACCEPTANCE OF TENDERS

A Tender shall not be deemed to have been accepted unless and until the Principal has advised the Tenderer in writing.

Unless and until a Formal Instrument of Agreement is executed, the Tender and the Tender Documents, together with the notice of acceptance of the Tender in writing, shall constitute the Contract between the Principal and the successful Tenderer.

CT 11 TENDER VALIDITY PERIOD

Tenders remain binding, and cannot be withdrawn without the express approval of the Principal, until the expiration of three (3) calendar months from the final date fixed for lodgment of Tenders. A Tender may be accepted at any time before the expiration of the three-(3) month period.

CT 12 REGIONAL BUYING PREFERENCE

The Principal will **NOT** apply a “regional buying preference” to Tenders that include resources that are sourced from within the regions covered under the Contract.

CT 13 GOODS AND SERVICES TAX (GST)

For the purposes of completing the price schedule, the Tenderer is required to insert the GST exclusive amount. In addition, the Tenderer is required to insert the amount of GST estimated to be payable by the Tenderer. In this Clause, "GST" has the same meaning as set out in the Special Conditions of Contract.

CT 14 ALTERATIONS & ADDENDA

The Tenderer shall not alter or add to the Request documents unless required by these Conditions of Tendering.

The Principal shall issue an addendum to all Tenderers where matters of significance make it necessary to amend the issued RFT documents before the Deadline. Completed Tender submissions shall acknowledge any Addenda as noted on the Addenda notice.

CT 15 ALTERNATIVE TENDER

A Tenderer may submit an ALTERNATIVE TENDER provided that

- (i) it is accompanied by a wholly-compliant tender and
- (ii) any and all deviations from the conforming tender are clearly noted and described.

CT 16 CONSIDERATION

In consideration of the Tenderer's resources and time spent in preparing and submitting their tender, the Principal agrees to consider their tender.

INSTRUMENT OF AGREEMENT

THIS AGREEMENT made the day of 20..... between Shire of Mingenew (hereinafter called 'the Principal') of the one part and in the State of (hereinafter called 'the Contractor') of the other part WHEREAS the Principal is desirous that certain Works should be undertaken, namely:

Contract GTS MI 01-2012, Irwin River Crossing Upgrade at Depot Hill Road

and has accepted a Tender by the Contractor for the undertaking of such Works NOW THIS AGREEMENT WITNESSETH and the parties hereto mutually agree as follows:

1. In this Agreement words and expressions shall unless the context otherwise requires have the same meanings as are respectively assigned to them in the General Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
 - (a) AS2124-1992 General Conditions of Contract
 - (b) Special Conditions of Contract
 - (c) Tender Submission Document including any correspondence between Principal and Contractor prior to Acceptance
 - (d) Principal's Authorisation
 - (e) Specifications
 - (f) Notice of Award of Contract
3. In consideration of the Agreements on the part of the Principal in this Agreement set forth the Contractor will supply the goods in conformity in all respects with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe all and singular the provisions, conditions, stipulation and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to, or observe by or on the part of the Contractor.
4. In consideration of the Agreements on the part of the Contractor in this Agreement set forth the Principal will make payments to the Contractor in accordance with the provisions of the Contract and will perform, fulfil, comply with, submit to and observe all and singular the provisions, conditions, stipulation and requirements and all matters and things expressed or shown in or reasonably to be inferred from the Contract and which are to be performed, fulfilled, complied with, submitted to or observed by or on the part of the Principal.
5. If any party to this Agreement consists of one or more persons and one or more Corporations or two or more persons or two or more Corporations this Agreement shall bind such person or persons and such Corporation or Corporations or such persons or Corporations (as the case may be) and their respective Executors, Administrators, Successors and permitted Assigns (in the case of the Contractor) and Assigns (in the case of the Principal) jointly and severally and the person or persons and or Corporation or Corporations included in the term "Contractor" or the term "Principal" in this Agreement shall jointly be entitled to the benefit of the Contract and the Contract shall be read and construed accordingly.
6. This Agreement shall take effect according to its tenor notwithstanding any prior Agreement in conflict or at variance with it or any correspondence or documents relating to the subject matter of the Agreement which may have passed between the parties to the Agreement prior to its execution.

AS WITNESS HERETO the parties have executed this Agreement the day and year first above written.

SIGNED for and on behalf of THE PRINCIPAL

Name

Signature.....

Title

in the presence of

Name

Signature.....

Dated

SIGNED for and on behalf of THE CONTRACTOR

Name

Signature.....

Title

in the presence of

Name

Signature.....

Dated

GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract are the Australian Standard AS 2124-1992: General Conditions of Contract

ANNEXURE TO THE AUSTRALIAN STANDARD GENERAL CONDITIONS OF CONTRACT

PART A

This Annexure shall be issued as part of the tender documents and is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

| | |
|-----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------|
| The law applicable is that of the State or Territory of: (Clause 1) | WESTERN AUSTRALIA |
| Payment under the Contract shall be made at: (Clause 1) | PERTH, WESTERN AUSTRALIA |
| The Principal: (Clause 2) | CHIEF EXECUTIVE OFFICER, Shire of Mingenew |
| The address of the Principal: | Victoria St Mingenew WA 6522 |
| The Superintendent: (Clause 2) | Matt Barns Greenfield Technical Services |
| The address of the Superintendent: | 1/81 Forrest St, Geraldton, WA 6530 |
| Limits of accuracy applying to quantities for which the Principal accepted a rate or rates: (Clause 3.3 (b)) | No limits |
| Bill of Quantities – the alternative applying: (Clause 4.1) | Alternative one |
| The time for lodgment of the priced copy of the Bill of Quantities: (Clause 4.2) | At time of tender |
| # Contractor shall provide security in the amount of: (Clause 5.2) | 10% of the Contract Sum |
| # The Principal shall provide security in the amount of: (Clause 5.2) | Nil |
| # The period of notice required of a party's intention to have recourse to retention moneys and/or convert security: (Clause 5.5) | 5 DAYS |
| The percentage to which the entitlement to security and retention moneys is reduced: (Clause 5.7) | 50% |
| Interest on retention moneys and security – the alternative applying: (Clause 5.9) | Alternative two |
| The number of copies to be supplied by the Principal: (Clause 8.3) | One |
| The number of copies to be supplied by the Contractor: (Clause 8.4) | One |

Where there are Separable Portions, these items shall be deleted

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| The time within which the Superintendent must give a direction as to the suitability and return the Contractor's copies: (Clause 8.4) | 14 days |
| Work which cannot be Subcontracted without approval: (Clause 9.2) | All work |
| The percentage for profit and attendance: (Clause 11(b)) | Not Applicable |
| The amount or percentage for profit and attendance: (Clause 11(c)) | Not Applicable |
| Insurance of the Works – the alternative applying: (Clause 18) | Alternative one |
| The assessment for insurance purposes of the costs of demolition and removal of debris: (Clause 18(ii)) | 5% of the contract sum |
| The assessment for insurance purposes of consultants' fees: (Clause 18(iii)) | 5% of the contract sum |
| The value of materials to be supplied by the Principal: (Clause 18(iv)) | Nil |
| The additional amount or percentage: (Clause 18(v)) | Not Applicable |
| Public Liability Insurance - the alternative applying: (Clause 19) | Alternative one |
| The amount of Public Liability Insurance shall be not less than: (Clause 19) | \$10,000,000 |
| The time for giving possession of the Site: (Clause 27.1) | Within 5 days from date nominated in Letter of Acceptance. |
| # The Date or period for Practical Completion: (Clause 35.2) | 49 calendar days from the notified Date for Commencement. |
| # Liquidated Damages per day: (Clause 35.6) | \$ 500 per day |
| # Limit on Liquidated Damages: (Clause 35.7) | No Limit |
| # Bonus per day for early Practical Completion: (Clause 35.8) | Nil |
| # Limit of Bonus: (Clause 35.8) | Not Applicable |
| # Extra costs for Delay or Disruption: (Clause 36) | Nil |
| # The Defects Liability Period: (Clause 37) | 12 months from Practical Completion |
| The Charge for overheads, profit, etc. for Daywork: (Clause 41(f)) | Nil |
| Times for Payment Claims: (Clause 42.1) | 28 th day of each month, or if the 28 th day falls on a weekend or public holiday then the day prior to the weekend or public holiday break. |
| Unfixed Plant and Materials for which payment claims may be made notwithstanding that they are not incorporated in the Works: (Clause 42.1(ii)) | Nil |
| # Where there are Separable Portions, these items shall be deleted. | |
| Retention Moneys on: (Clause 42.3) | (a) work incorporated in the Works and any work or items for which a different amount of retention is not provided, 5% of the value until 5% of the Contract Sum is held; (b) items on Site but not yet incorporated in the Works, 5%; (c) items off Site but in Australia 5%; (d) items not in Australia 5%; (e) disbursements incurred by the Contractor for customs duties, freight, marine insurance, primage, landing and transport in respect of the work under the Contract — %. |
| Unfixed Plant or Materials – the alternative applying: (Clause 42.4) | Alternative three |

| | |
|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| The rate of interest on overdue payments: (Clause 42.9) | Current reserve bank overdraft rate + 1% |
| The delay in giving possession of the Site which shall be a substantial breach: (Clause 44.7) | 3 months |
| The person to nominate an arbitrator: (Clause 47.3) | Chairman of the Institute of Arbitrators Australia, WA Chapter |
| Location of arbitration: (Clause 47.3) | PERTH, WESTERN AUSTRALIA |

SPECIAL CONDITIONS OF CONTRACT

SCC 1 PATENT RIGHTS AND ROYALTIES

The Contractor shall save harmless and indemnify the Principal from and against all claims and proceedings for or on account of infringement of any patent rights, design, trade mark or name or other protected rights in respect of any machine, plant, work, material or thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the Contractor in connection with the execution of the Contract and from and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

SCC 2 RISE AND FALL IN COSTS

Unless otherwise stated in the Contract, the Contract shall not be subject to adjustment for rise and fall in costs.

SCC 3 NOTIFICATION OF CLAIMS (CLAUSE 46.1 OF AS2124 –1992)

In the paragraph of clause 46.1 of the General Conditions of Contract, delete “28” and replace with “14”.

SCC 4 MANAGEMENT REQUIREMENTS

SCC 4.1 Traffic Management

The Contractor shall satisfy the management requirements nominated in Main Roads Technical Specifications, Section 202.

SCC 4.2 Occupational Health and Safety

The Contractor shall ensure that the site is maintained safe at all times during the course of the works and satisfy the management requirements nominated in Main Roads Technical Specifications, Section 203.

SCC 4.3 Quality

The Contractor shall satisfy the management requirements nominated in Main Roads Technical Specifications, Section 201.

SCC 5 PRE-CONDITIONS TO COMMENCING WORKS

The Contractor shall not commence the Works until the Superintendent has notified the Contractor that the Superintendent has approved the following and granted Possession of Site;

- ☐ the Insurances required by the Contract
- ☐ the Contractor's Construction/Works Program,
- ☐ the Contractor's Traffic Management Plan,
- ☐ the Contractor's Safety Plan, and
- ☐ the Contractor's Project Quality and Inspection Test Plans.

This approval is conditional on the Contractor complying with any subsequent instructions from the Superintendent to amend the plans, within a time limit specified by the Superintendent.

SCC 6 QUALITY SYSTEM

Notwithstanding any statements to the contrary in the Contractor's Quality Manual or Quality Plan, no part of the Quality System shall be used to pre-empt, preclude or otherwise negate either technical or any other requirements of the Contract Documents.

Quality System Procedures shall be used as an aid to achieving conformance with the Contract Document, and documenting such conformance, and in no way shall they relieve the Contractor of his responsibility to comply with the Contract Documents.

SCC 7 ACCESS TO WORK

The Contractor shall at all reasonable times give to the Principal and to the Superintendent and to any other persons authorised in writing by the Principal or by the Superintendent access to the work under the Contract and should provide every reasonable facility necessary for the supervision, examination and testing of any work or materials for the Contract, including the provision of surveillance and audits of the Contractor's Quality Plan and Safety Plan (where applicable), at any place where any such work is being or is to be carried out or materials are prepared.

SCC 8 INDUSTRIAL MATTERS

- ❑ The Contractor is responsible for the conduct of all proceedings, conferences, negotiations and dealings with unions and union representatives, regarding industrial matters arising in relation to the performance of the Works but the Contractor shall keep the Superintendent fully informed of all such matters and shall not commence negotiations or make any offer of settlement or finalise an arrangement with a union without prior consultation with and having the consent of the Superintendent.
- ❑ The Contractor shall observe the requirements of all relevant industrial awards and shall immediately notify the Superintendent if a strike or any other form of industrial unrest occurs and provide full details if requested.

SCC 9 GOODS AND SERVICES TAX (GST)

SCC 9.1 GST Exclusive Amounts

All amounts in this Contract (except where otherwise specified) are exclusive of GST and are subject to this clause.

SCC 9.2 Payment in Respect of Contractor's GST Liability

- ❑ If this Contract relates to work for which the Principal accepted a lump sum, the Principal's maximum liability to pay or reimburse the Contractor under this clause for GST (subject to any Variations approved in accordance with this Contract) will be limited to the amount stated for GST in the price schedule.
- ❑ If this Contract relates to work for which the Principal accepted rates, the Principal's maximum liability to pay or reimburse the Contractor under this clause for GST (subject to any Variations approved in accordance with this Contract) will be limited to 10% of the sum ascertained by multiplying the measured quantity of each section or item of work actually carried out under the Contract by the rate accepted by the Principal for the section or item.
- ❑ In addition to any other consideration or payment obligation of the Principal of a Supply in connection with this Contract, the Principal shall pay to the Contractor or reimburse the Contractor for any GST the Contractor shall pay:
 - on any Supply made by the Contractor in connection with this Contract; and
 - in relation to any aspect of this Contract.
- ❑ Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST relating to work under the Contract where the costs of that work are to be borne by the Contractor for any reason.

SCC 9.3 Payment in Respect of Principal's GST Liability

In addition to any other consideration or payment obligation of the Contractor of a Supply in connection with this Contract, the Contractor shall pay to the Principal or reimburse the Principal for any GST the Principal shall pay:

- ❑ on any Supply made by the Principal in connection with this Contract; and
- ❑ in relation to any aspect of this Contract.

SCC 9.4 Time for Payment - by the Principal

- ❑ The Principal shall pay or reimburse the Contractor for GST at the same time as the payment obligation to which the GST relates, provided that the Contractor has first provided a Tax Invoice in respect of that GST.
- ❑ Notwithstanding any other provision of this Contract, the Contractor will not be entitled to recover from the Principal any amount in respect of GST the Contractor has paid or is liable to pay in

relation to or in connection with any outgoing, expense or cost paid or payable by the Contractor, if the Contractor is entitled to receive a credit for that GST.

SCC 9.5 Time for Payment - by the Contractor

- ❑ The Contractor shall pay or reimburse the Principal for GST at the earlier of the time of the payment obligation to which the GST related, or upon the Principal providing a Tax Invoice in respect of that GST.
- ❑ Notwithstanding any other provision of this Contract, the Principal will not be entitled to recover from the Contractor any amount in respect of GST the Principal has paid or is liable to pay in relation to or in connection with any outgoing, expense or cost paid or payable by the Principal, if the Principal is entitled to receive a credit for that GST.

SCC 9.6 Tax Savings

The parties acknowledge that it is not the intent of this Contract that the Contractor receive windfall pricing benefits that might otherwise accrue directly from taxes, duties or statutory charges in respect of its input costs that exist at the time of entering into this Contract and are varied or eliminated during the currency of the Contract. The Contractor shall therefore, to the extent required of the Contractor under section 75AU of the Trade Practices Act 1974 and having regard to any guidelines issued pursuant to section 75AV of that Act, pass on to the Principal any reductions in cost.

SCC 10 WARRANTIES BY THE CONTRACTOR

The Contractor warrants that:

- ❑ The Contractor, its Subcontractors and their respective employees, have the requisite expertise, applicable professional skills and capabilities to carry out the Works and will continue to have them during the term of the Contract.
- ❑ The Contractor has familiarised itself with local conditions and all applicable legislative requirements.
- ❑ The Contractor's Subcontractors and their respective employees will not enter the Site without having first familiarised themselves to the extent necessary with local conditions and legislative requirements.
- ❑ The Contractor has examined all information relevant to the risks, contingencies and other circumstances having an effect on the Bill of Quantities and obtainable by making reasonable inquiries.
- ❑ The Contractor has inspected the Site and its surroundings per RFT Cl 1.4.
- ❑ The Contractor will not do or permit anything that might damage the name or reputation of the Principal or reasonably invite adverse public criticism or result in the Principal being the subject of any official investigation.

SCC 11 HOURS OF OPERATION

The Contractor shall as a normal procedure confine its operation to daylight hours between the hours of 6:30am and 5:30pm Monday to Saturday.

The Superintendent may consider a request by the Contractor to vary its hours of operation, which approval will not be unreasonably withheld – subject to shire approval.

Notwithstanding, the Contractor shall not work outside of the hours prescribed above without the prior written approval of the Superintendent.

SCC 12 INDUCTION

It is a fundamental requirement of this Contract that the Contractor and all its employees and sub-contractors, are inducted under the Contractor's Induction policy prior to commencing work on site.

SCC 13 EVIDENCE OF LICENCES

The Contractor shall provide to the Superintendent evidence of all licences and permits required to perform the Contract Works, prior to commencing any operation for which such licences and permits are relevant.

SCC 14 SITE SUPERVISION

The Contractor shall ensure that the competent and experienced site supervisor nominated in the tender, is on site full-time for the duration of the Contract. Supervisory staff may not be substituted or removed without the prior approval of the Principal.

SCC 15 PAYMENTS (CLAUSE 42.1 OF AS2124 –1992)

After the word "payment" on the third line of the first sentence of clause 42.1 of the General Conditions of Contract, add the words "and a tax invoice"

SCC 16 RETENTION (CLAUSE 5.9 OF AS2124 –1992)

Under the paragraph headed *Alternative 2* of clause 5.9 of the General Conditions of Contract, delete the second sentence.

SCC 17 APPENDICES

The specifications, policies, procedures, practices, plans, forms, reports and anything else included or referred to in the attached appendices are applicable to the Contract and the Contractor shall comply with all requirements contained or referred to in the appendices.

2.0 TENDER RESPONSE

2.1 OFFER FORM

TO: The Chief Executive Officer, Shire of Mingenew

NAME OF TENDERER (BLOCK LETTERS): _____

ADDRESS: _____

ABN/GST Status: _____ **ACN (if any):** _____

Telephone No: _____ **Facsimile No:** _____

E-mail (if any): _____ **Website (if any):** _____

In relation to **RFT GTS MI 01-2012, Irwin River Crossing Upgrade at Depot Hill Road, Mingenew**

I/we agree that I am/we are bound by, and will comply with:

- This Request and its associated schedules, attachments, all in accordance with the Conditions of Responding contained in this Request signed and completed.
- All Responses shall remain valid and open for acceptance for a minimum period of ninety (90) days from the date of the Request closing unless extended by mutual agreement between the Principal and the Respondent in writing.
- There shall be no cost payable by the Principal towards the preparation or submission of this Response irrespective of its outcome.
- The tendered consideration is as provided under the schedule of rates of prices in the prescribed format and submitted with this Response.
- **The Tendered consideration is AUD \$_____ excluding GST.**
(Fixed Price Lump Sum excluding GST) as provided in the Price Schedule in the prescribed format of the Response)

Dated this: _____ day of _____ 20____

Signature of authorised signatory of Respondent

Witness Signature

Name of authorised signatory
(BLOCK LETTERS)

Name of Witness (BLOCK LETTERS)

Position

Position

Address

Address

2.2 GENERAL AND CORPORATE INFORMATION

The Respondent shall complete and submit all sections of Part 2.2. Where an item is Not Applicable is should be marked “N/A” and an explanation provided, where appropriate, of why it is not applicable.

2.2.1 ORGANISATION PROFILE AND REFEREES

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Attach your organisation profile and label it “Attachment 1 – Organisation Profile”. | Attachment 1 <input type="checkbox"/> Tick✓if attached |
| The organisation contained in your Organisation Profile <u>IS</u> ‘the Respondent’. The Respondent must be a single legal entity capable of entering into a contractual arrangement in the Respondent’s name. | |
| Attach details of your referees, and label it “Attachment 2 – Referees”. You should provide details of the work undertaken for each of your referees, as well as a full list of projects completed by your Company to date. | Attachment 2 <input type="checkbox"/> Tick✓if attached |

2.2.2 SUB-CONTRACTORS

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Do you intend to sub-contract any of the Requirements? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If Yes, attach details of the Sub-contractor(s) including the name, address, location of premise and the number of people employed and label it “Attachment 3 – Sub-contractors”. | Attachment 3 <input type="checkbox"/> Tick✓if attached |

2.2.3 FINANCIAL POSITION

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Are you presently able to pay all your debts in full as and when they fall due? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If you are awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Attach a financial profile for your company and your Sub-Consultants (if any), that demonstrates your (and their) financial capacity, together with a list of financial referees. This may include Annual Financial Statements (Profit & Loss, Balance Sheet), Bank Guarantee and/or Accountant’s Statement(s). Attach and label “Attachment 4 – Financial Profile and Referees”. | Attachment 4 <input type="checkbox"/> Tick✓if attached |

2.2.4 QUALITY ASSURANCE

| | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Does your organisation have any quality assurance or quality assurance systems? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| If you propose to subcontract, does your Sub-contractor have a “third party” quality management system in place? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Supply evidence or details of your quality assurance position and where relevant of your supplier’s or Sub-contractor’s position, in an attachment labelled “Attachment 5 – Quality Assurance”. | Attachment 5 <input type="checkbox"/> Tick✓if attached |

2.2.5 INSURANCE COVERAGE

| | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| <p>The insurance requirements for this Request are stipulated in the General Conditions of Contract, amended as applicable in the Special Conditions of Contract. Respondents are to supply evidence of their insurance coverage in a format as outlined below in “Attachment 6 – Insurance Certificates”.</p> <p>Certificate(s) of Currency is/are to be provided to the Principal within the earlier of 14 days of the date of award or prior to the commencement of works.</p> | <p>Attachment 6</p> <p><input type="checkbox"/></p> <p>Tick✓if attached</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|

| <i>Type</i> | <i>Insurer – Broker</i> | <i>Policy Number</i> | <i>Value (\$)</i> | <i>Expiry Date</i> |
|----------------------|-------------------------|----------------------|-------------------|--------------------|
| Public Liability | | | | |
| Product Liability | | | | |
| Workers Compensation | | | | |

Failure to provide details of insurance coverage in accordance with the specified insurance levels stated in this Request for Proposal document may eliminate the Response from consideration at the Principals’ discretion.

2.3 RESPONSE TO SELECTION CRITERIA

The Principal will use the following selection criteria when assessing tenders;

- ☐ Price,
- ☐ Technical Capacity & Experience
- ☐ Methodology and availability to deliver the contract requirements
- ☐ Management & Supervision capability
- ☐ Quality Systems –incl Environmental & Safety performance

2.3.1 QUALITATIVE CRITERIA

Before answering the qualitative criteria, Respondents shall note the following:

- (a) all information relevant to your answers should be contained within your Response to each criterion;
- (b) Respondents shall assume that the Evaluation Panel has **no** previous knowledge of your organisation, its activities or experience;
- (c) Respondents shall provide full details for any claims, statements or examples used to address the qualitative criteria; and
- (d) Respondents shall address each issue and complete each appendix outlined within a qualitative criterion.

| Description of Criteria | Weighting |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Demonstrate your organisation's technical capacity and experience in supplying similar works and services. | Attachment 7 <input type="checkbox"/> Tick✓if attached |
| Provide an outline of the program and methodology to be used in supplying the requirements | Attachment 8 <input type="checkbox"/> Tick✓if attached |
| Demonstrated management and supervision capacity of the respondent's offer (Respondent should add attachment which demonstrates how their offer is high in technical merit by comparison to industry benchmarks) | Attachment 9 <input type="checkbox"/> Tick✓if attached |

2.3.2 COMPLIANCE CRITERIA CHECKLIST

| | |
|------------------------------------------------------------------------------------|-------------------------------------------------------------|
| (a) Have you complied with the Requirements contained in this Request? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (b) Have you complied with the Conditions of Responding contained in this Request? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (c) Have you complied with the Delivery Date/Time? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (d) Have you complied with and completed the Price Schedule? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| (e) Have you complied with the financial capability criteria listed in Cl 2.2.3 | Yes <input type="checkbox"/> No <input type="checkbox"/> |

2.4 PRICE INFORMATION

Respondents **must** complete Clause 6.4.3 “Price Schedule”. Before completing the Price Schedule, Respondents should read the entire Request.

2.4.2 PRICE BASIS

| | |
|------------------------------------------------------------------------|----------------------------------------------------------------------|
| Confirm that your tendered price is a Fixed Price Lump Sum | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Attach Price Schedule(s) and label “Attachment 12 – Price Schedule(s)” | Attachment 10 <input type="checkbox"/> Tick✓if attached |

2.5 TENDER SCHEDULE

This is a FIXED LUMP SUM Contract, the following tender schedule will be utilised in relation to the assessment of progress claims and the value of any variations. The Contract does not include provisions for Rise & Fall adjustments.

All sections of the following tender schedule shall be completed fully. The tenderer shall determine the form of the final submission.

In this Tender Schedule the sub-headings and item descriptions identify the work covered by the respective items, but the exact nature and extent of the work to be performed is ascertained by reference to the Drawings, the Specifications, the General Conditions of Contract and the Special Conditions of Contract. The rates and prices entered in this Tender Schedule shall be deemed to be the full inclusive value of the work covered by the respective items, to meet the obligations of the Tenderer under the Contract.

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|-------------|------------------------------------------------------------------------------------------------------------------------------------|------|-------|------|--------|
| 1.00 | PRELIMINARIES | | | | |
| 1.01 | Allow for all costs related to programs and testing | Item | 1 | | |
| 1.02 | Allow for all costs related to survey information and setting out of the works | Item | 1 | | |
| 1.03 | Allow for all costs related to the contractor's accommodation and living facilities | Item | 1 | | |
| 1.04 | Allow for all costs related to the contractor's site facilities | Item | 1 | | |
| 1.05 | Allow for all misc fees and charges related to the works | Item | 1 | | |
| 1.06 | Allow for all costs related to protection of utilities and services | item | 1 | | |
| 1.07 | Allow for all costs related to traffic management to reinforce closed road. Detour will be set up and maintained by Shire. | Item | 1 | | |
| 1.08 | Allow for all insurances as required under the contract | Item | 1 | | |
| 1.09 | Allow for all costs related to environmental protection | Item | 1 | | |
| 1.10 | Allow for all costs related to the protection of public and private property | Item | 1 | | |
| 1.11 | Allow for all costs related to provision of access for others to undertake works | Item | 1 | | |
| 1.12 | Allow for all costs related to occupational health & safety | Item | 1 | | |
| 1.13 | Allow for all costs related to mobilisation and demobilisation | Item | 1 | | |
| 1.14 | Allow for all costs related to the provision of 'As Constructed' drawings to MRWA standards | Item | 1 | | |
| | Subtotal - Preliminaries | | | | |
| 2.00 | EARTHWORKS | | | | |
| 2.01 | Mark out and cut edge along junction between new pavement and existing pavement as required to bond to new pavement | m | 16 | | |
| 2.02 | Clearing | Ha | 0.88 | | |
| 2.03 | Remove existing concrete deck and culverts and dispose to spoil | item | 1 | | |
| 2.04 | Removal and disposal of redundant seal | m2 | 2,620 | | |
| 2.05 | Embankment foundation compaction under new road formation (<i>not inclusive of ground preparation under culverts and aprons</i>) | m2 | 3,670 | | |
| 2.06 | Embankment construction – Cut to fill (Bank) | m3 | 5,420 | | |
| 2.07 | Embankment construction – Cut to spoil (Bank) | m3 | 1,565 | | |
| 2.08 | PROV QTY - Excavation of material deemed to be unsuitable and dispose to contractor's spoil area offsite | m3 | 500 | | |
| 2.09 | PROV QTY – Backfilling unsuitable material excavations with imported material | m3 | 500 | | |
| 2.10 | Subgrade construction | m2 | 4,450 | | |
| | Subtotal - Earthworks | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|-------------|-----------------------------------------------------------------------------------------|------|-------|------|--------|
| 3.00 | DRAINAGE | | | | |
| 3.01 | Embankment foundation compaction under base slab and aprons | m2 | 1,250 | | |
| 3.02 | Supply and install precast concrete – 3300x2700x1200 Precast box culverts | No | 40 | | |
| 3.03 | Supply and install precast concrete – 3300 Precast link slabs | No | 32 | | |
| 3.04 | Construct in-situ reinforced concrete base slab | m3 | 314 | | |
| 3.05 | Construct in-situ reinforced concrete wing walls | m3 | 34 | | |
| 3.06 | Construct in-situ reinforced concrete headwalls/guardrail anchorage | m3 | 30 | | |
| 3.07 | Scabble top surface of culvert/link slabs | m2 | 48 | | |
| 3.08 | Drill and fix Ø16 dowels x 360 long | No | 256 | | |
| 3.09 | Anchor rod type AR2 (MRWA Dwg No 0430-0775) | No | 64 | | |
| | Subtotal - Drainage | | | | |
| 4.00 | ROCK PROTECTION | | | | |
| 4.01 | ½ Tonne class rock protection | m2 | 1400 | | |
| 4.02 | ¼ Tonne class rock protection | m2 | 460 | | |
| 4.03 | Facing class rock protection | m2 | 110 | | |
| 4.04 | Concrete slurry downstream rock protection 1.5m wide adjacent to edge of seal | m | 75 | | |
| 4.05 | Construct upstream concrete cut-off wall 1100mm deep (<i>Ch 125-150 and 200-230</i>) | m | 55 | | |
| 4.06 | Construct downstream concrete cutoff wall 1350mm deep (<i>Ch 125-150 and 200-250</i>) | m | 75 | | |
| | Subtotal – Rock Protection | | | | |
| 5.00 | GUARDRAIL | | | | |
| 5.01 | Post connection plates (MRWA DWG NO 0430-0775) | No | 32 | | |
| 5.02 | Post type PT2 | No | 32 | | |
| 5.03 | Post type PT4 | No | 4 | | |
| 5.04 | Post type PT5 | No | 58 | | |
| 5.05 | W Beam type WB3 | No | 24 | | |
| 5.06 | W Beam type WW2 | No | 2 | | |
| 5.07 | Thrie Beam type TB1 | No | 4 | | |
| 5.08 | Thrie Beam type TB2 | No | 4 | | |
| 5.09 | Thrie Beam type TB3 | No | 4 | | |
| 5.10 | Thrie Beam type TB4 | No | 10 | | |
| 5.11 | Thrie Beam type TB5 | No | 2 | | |
| 5.12 | W Beam blockout | No | 54 | | |
| 5.13 | Thrie Beam blockout | No | 32 | | |
| 5.14 | Transition blockout | No | 4 | | |
| 5.15 | W Beam stiffener plate | No | 24 | | |
| 5.16 | Thrie Beam stiffener plate | No | 14 | | |
| 5.17 | TL2 Compliant end terminals | No | 4 | | |
| | Subtotal - Guardrail | | | | |

| ITEM | DESCRIPTION | UNIT | QTY | RATE | AMOUNT |
|----------------------------------------------|----------------------------------------------------------------------------------------------|--------|-------|------|--------|
| 6.00 | PAVEMENTS | | | | |
| 6.01 | Construct basecourse layer 200mm compacted thickness | m2 | 3,740 | | |
| 6.02 | Cutback bitumen first coat seal and 14mm aggregate (nominal BAR of 1.60 L/m2) | m2 | 3,060 | | |
| 6.03 | Cutback bitumen second coat seal and 10mm aggregate (nominal BAR of 1.05 L/m2) | m2 | 3,060 | | |
| 6.04 | Prov Item: Variation price per litre for adjustments to nominated BAR | Litres | 2,000 | | |
| | Subtotal – Pavements | | | | |
| 7.00 | TRAFFIC DEVICES, SIGNS and LINEMARKING | | | | |
| 7.01 | Guide posts | No | 21 | | |
| 7.02 | D4-3B Width marker signs | No | 2 | | |
| 7.03 | Double barrier line | m | 356 | | |
| 7.04 | RRPM – Yellow bi-directional | No | 60 | | |
| | Subtotal – Traffic Devices, Signs and Linemarking | | | | |
| 8.00 | MISCELLANEOUS | | | | |
| 8.01 | Remove all debris, tidy up site to Principal's satisfaction | item | 1 | | |
| | Subtotal - Miscellaneous | | | | |
| 9.00 | PROVISIONAL ITEMS (DAYWORKS RATES inclusive of <u>all</u> Overheads incl Supervision) | | | | |
| 9.01 | Loader (2.5m3 bucket) | hrs | 10 | | |
| 9.02 | Loader (5m3 bucket) | hrs | 10 | | |
| 9.03 | Water Truck (10,000L) | hrs | 10 | | |
| 9.04 | Water Truck (20,000L) | hrs | 10 | | |
| 9.05 | Truck - 10m3 Rigid tipper | hrs | 10 | | |
| 9.06 | Truck – Semi tipper | hrs | 10 | | |
| 9.07 | Truck – Roadtrain tipper | hrs | 10 | | |
| 9.08 | Grader | hrs | 10 | | |
| 9.09 | Backhoe | hrs | 10 | | |
| 9.10 | Vib Roller (min 12t) | hrs | 10 | | |
| 9.12 | Multi Roller (min 12t) | hrs | 10 | | |
| 9.13 | 5-10T Excavator | | | | |
| 9.14 | 20t Excavator | hrs | 10 | | |
| 9.15 | 30t+ Excavator | hrs | 10 | | |
| 9.16 | Bobcat with all fittings | hrs | 10 | | |
| 9.17 | Labourer | hrs | 10 | | |
| | Subtotal – Provisional Items | | | | |
| FIXED PRICE LUMP SUM TOTAL (excl GST) | | | | | |
| Add GST | | | | | |
| TOTAL incl GST | | | | | |

APPENDIX A – SCHEDULE OF DRAWINGS

➤ total - 26 drawings

P10091-S001
P10091-S005
P10091-S020
P10091-S021
P10091-S030 to 32
P10091-S035
P10091-S040
P10091-S041
P10091-S045 to 047
P10091-S050
P10091-S051

and

MIN-IRDH-000
MIN-IRDH-001
MIN-IRDH-002
MIN-IRDH-003
MIN-IRDH-004
MIN-IRDH-005
MIN-IRDH-006
MIN-IRDH-007
MIN-IRDH-008
MIN-IRDH-009
MIN-IRDH-010

and

all relevant Main Roads WA standard drawings.

APPENDIX B – APPLICABLE SPECIFICATIONS AND STANDARDS

The standard general requirements of the following MRWA Specifications and documents shall govern the works associated with this project.

Requirements specific to this project are detailed within this RFT document..

| A copy of these specifications are available on request or can be accessed on the Main Roads WA website (http://www.mainroads.wa.gov.au/) | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Series Number | Series Title & Main Parts |
| 100-series <i>These Specifications are combined into one document but the part numbers remain.</i> | GENERAL MANAGEMENT REQUIREMENTS 101 Description of Works 102 Survey Information 103 Site Facilities 104 Entry to Land 105 Water Supplies 106 Utilities & Services |
| 200-series | MANAGEMENT REQUIREMENTS 201 Quality System (incl Annexure 201A-E as detailed) 202 Traffic Control (incl Annexure 202C-F as detailed) 203 Occupational Safety & Health (incl Annexure 203A-F as detailed) |
| 300-series | EARTHWORKS 302 Earthworks |
| 400-series | DRAINAGE 404 Culverts 406 Rock Protection 407 Kerbing |
| 500-series | PAVEMENT & SURFACING 501 Pavements 503 Bituminous Surfacing |
| 600-series | TRAFFIC FACILITIES 601 Signs 602 Guideposts 603 Safety and Traffic Barrier Systems 604 Pavement Marking |
| 800-series | BRIDGE/MAJOR STRUCTURES 819 Falsework 820 Concrete for Structures 821 Formwork |

APPENDIX C – ANNEXURES TO THE SPECIFICATIONS

| | | |
|---------------|-----------------------------------------------------------------|----------|
| Annexure 101A | Description of Works | |
| Annexure 101B | Separable Portions | Not Used |
| Annexure 101C | Site Access | |
| Annexure 101D | Works by Others | Not Used |
| Annexure 101E | Principal Supplied Materials | |
| Annexure 101F | Project Work Signs | Not Used |
| Annexure 101G | Project Work Signs – Acceptable Sign Layout Standards | Not Used |
| Annexure 102A | Supplied Setting Out Information | |
| Annexure 103A | Contractor's Site Facilities | |
| Annexure 103B | Superintendent's Office | Not Used |
| Annexure 103C | Superintendent's Accommodation | Not Used |
| Annexure 103D | Superintendent's Representatives | |
| Annexure 103E | Nuclear Density Meter Shed & Compound | Not Used |
| Annexure 105A | Water Supplies | |
| Annexure 106A | Alteration of Services (By Contractor) | Not Used |
| Annexure 106B | Alteration of Services (By Principal) | Not Used |
| Annexure 302A | Summary of Earthworks Quantities | Not Used |
| Annexure 302B | Earthworks Construction Details | |
| Annexure 302C | Rock in Table Drain | Not Used |
| Annexure 302D | Topsoil Details | |
| Annexure 404A | Concrete Pipe Joints | |
| Annexure 404B | Precast Reinforced Concrete Pipes | Not Used |
| Annexure 404C | Precast Reinforced Concrete Culverts | |
| Annexure 406A | Supply of Rock by Principal | Not Used |
| Annexure 501A | Construction Requirements | |
| Annexure 503A | Schedule of Works | |
| Annexure 503B | Cover Materials-Principal Supply | Not Used |
| Annexure 503C | Seal Details | |
| Annexure 503D | Record Forms | Not Used |
| Annexure 601A | Specification Requirements | Not Used |
| Annexure 601B | Approved Alternatives | Not Used |
| Annexure 601C | Approved Fixings for Metal Sheetting | Not Used |
| Annexure 601E | Approved Sign Fixings | |
| Annexure 601F | Main Roads Standard Sign Drawings | |
| Annexure 601G | Main Roads Alternative Sign Posts and Post Fixing Devices | Not Used |
| Annexure 602A | Guide Post Schedule | |
| Annexure 602B | Approved Guide Post List | |
| Annexure 603A | Approved Wire Rope Safety Barrier Systems | Not Used |
| Annexure 603B | Road Safety Barrier Systems Requirements | Not Used |
| Annexure 603C | Concrete Class for Concrete Barriers | Not Used |
| Annexure 603D | Approved Solid Blockouts | |
| Annexure 603E | Principals Storage Area | Not Used |
| Annexure 603F | Principal Supplied Items | Not Used |
| Annexure 604A | Hold Points | |
| Annexure 604B | Raised Pavement Markers | |
| Annexure 604C | Road Marking Paint and Glass Bead Application Rates | |
| Annexure 604D | Standard Drawings | Not Used |
| Annexure 820A | Class of Concrete | |
| Annexure 820B | Materials for Concrete Request for Registration by Manufacturer | Not Used |

ANNEXURE 101A DESCRIPTION OF WORKS

See scope of works.

ANNEXURE 101C SITE ACCESS

Site Access shall be limited to those nominated in the Contractor's Approved Traffic Management Plan.

ANNEXURE 101E PRINCIPAL SUPPLIED MATERIALS

The Principal is **NOT** responsible for the supply of any items required for the completion of the works.

ANNEXURE 102A SUPPLIED SETTING OUT INFORMATION

The Principal will supply electronic setting out information to allow the contractor to setout the works.

ANNEXURE 103A CONTRACTOR'S SITE FACILITIES

The Contractor shall be responsible for all site establishment and seek approval from the local authority.

ANNEXURE 103D SUPERINTENDENT'S REPRESENTATIVES

The Superintendent for this contract is Greenfield Technical Services and the Superintendent's Representative is Matt Barns.

ANNEXURE 105A WATER SUPPLY

The Contractor is responsible for the supply of water required for construction.

ANNEXURE 201A TESTING

All requirements for testing are detailed in the standard ANNEXURE A. A summary of changes to the standard testing requirements is shown in the Table below:

| PRODUCT / PROCESS | QUALITY VERIFICATION REQUIREMENT | MINIMUM TESTING FREQUENCY |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|
| 2.1 ROADWORKS | | |
| Embankment Construction | CONTROL OF IMPORTED MATERIAL: PSD (WA 115.1) and Linear Shrinkage (WA 123.1) | 1 Per Lot |
| Embankment Construction: Culvert Selected Bedding and Culvert Embankment Backfill, Select Fill | CONTROL OF IMPORTED MATERIAL: PSD (WA 115.1) and Linear Shrinkage (WA 123.1) | 1 Per Lot |
| Basecourse | CONTROL OF IMPORTED MATERIAL: PSD (WA 115.1) Liquid Limit (WA120.2) Plasticity Index (WA122.1) Linear Shrinkage (WA123.1) Soaked CBR (WA 141.1) | 3 per Lot 1 per 5 Lots 1 per 5 Lots 1 per Lot 1 per 5 Lots |

A summary of the main testing requirements for insitu moisture and density for earthworks and pavements is shown in the table below:

| Works Component | Number of Tests per Lot |
|--------------------------------------------|-------------------------|
| Embankment Foundation | 6 |
| Embankment Construction; | |
| Levees | 3 |
| Select Fill | 6 |
| Kerbing Backfill | 3 |
| Bedding & Embankment Backfill for Culverts | 3 |
| Subgrade Preparation | 6 |
| Sub-base | 9 |
| Basecourse | 9 |

ANNEXURE 202C REQUIREMENTS FOR SIDETRACKS AND DETOURS

The Shire of Mingenew will establish and maintain a detour on Strawberry Northeast Rd and Midlands Rd for the duration of the works. This will ensure that all traffic is diverted around the works. The only traffic management required by the contractor will be to reinforce that the road is closed at either end of the works.

ANNEXURE 302B EARTHWORKS CONSTRUCTION DETAILS

EMBANKMENT MATERIAL

Imported material for embankments shall be certified as “Dieback-free” (free from the plant disease *phytophthora cinnamomi*), and shall be a cohesion-less sand or similar material and shall conform to the requirements given in (a), (b) and (c) below;

- (a) Particle Size Distribution - MRWA 115.1 (Table 302.01)

| AS Sieve Size (mm) | % Passing by Mass |
|--------------------|-------------------|
| 37.5 | 90-100 |
| 2.35 | 30-100 |
| 0.075 | 1-10 |

- (b) Linear Shrinkage - MRWA 123.1

The portion of the sample which passes the 0.425 mm sieve (soil mortar) shall have a linear shrinkage not exceeding 1.0%.

- (c) California Bearing Ratio (CBR) > 20%

COMPACTION REQUIREMENTS (END PRODUCT SPECIFICATION)

The required densities for the various earthworks elements shall be as follows:

| Earthworks Element | Characteristic Dry Density Ratio (%) |
|-------------------------|--------------------------------------|
| Embankment Foundation | 91% |
| Embankment Construction | 93% |
| Subgrade | 95% |

ANNEXURE 302D TOPSOIL DETAILS

The depth of topsoil removal shall be 75mm and the excess stripped topsoil shall be disposed of offsite.

ANNEXURE 404A CONCRETE PIPE CONSTRUCTION REQUIREMENTS

TABLE 404A3 – In-Situ Concrete Strength for Base Slabs and End Treatments

| Culvert Type | Culvert Span / Diameter | Base Slab, Headwalls, Wingwalls and Apron Slab Concrete Class |
|-------------------------------|-------------------------|---------------------------------------------------------------|
| Reinforced Concrete Box (RCB) | ≥ 1500mm | S40 |

ANNEXURE 501A CONSTRUCTION REQUIREMENTS

TABLE 501.10 PARTICLE SIZE DISTRIBUTION (GRAVEL BASECOURSE)

| As Sieve Size (mm) | % Passing by Mass Target Grading | % Passing By Mass |
|--------------------|-------------------------------------|-------------------|
| 37.5 | 100 | 100 |
| 19.0 | 74 | 71 100 |
| 9.5 | 54 | 50 – 81 |
| 4.75 | 40 | 36 – 66 |
| 2.36 | 29 | 25 – 53 |
| 1.18 | 21 | 18 – 43 |
| 0.425 | 13 | 11 – 32 |
| 0.075 | 6 | 4 – 19 |
| 0.0135 | 3 | 2 – 9 |

TABLE 501.11 OTHER ACCEPTANCE LIMITS (GRAVEL BASECOURSE)

| Test | LIMITS | Test Method |
|---------------------------------------------------------------------------|----------------|-------------|
| Liquid limit | 25.0% Maximum | WA 120.2 |
| Linear Shrinkage | 3.0% Maximum | WA 123.1 |
| Maximum Dry Compressive Strength | 2.3MPa Minimum | WA140.1 |
| California Bearing Ratio (Soaked 4 days) at 98% of MDD and 100% of OMC | 80% Minimum | WA 141.1 |

TABLE 501A1 COMPACTION VALUES

| Pavement Layer | Characteristic Dry Density Ratio % (Mc) |
|----------------|-----------------------------------------|
| Basecourse | 98 |

TABLE 501A2.1 DRYBACK ON SUBGRADE AND BASECOURSE LAYERS

| Pavement Layer | Dryback Characteristic Moisture Content (% of OMC) |
|----------------|-------------------------------------------------------|
| Subgrade | 85 |
| Basecourse | 85 |

ANNEXURE 503A SCHEDULE OF SEAL WORKS

SCHEDULE OF SEAL WORKS

| SECTION | LOCATION | LH Seal Width (m) | RH Seal Width (m) |
|----------------------------|--------------|------------------------------|------------------------------|
| Section 1 - Depot Hill Rd | Ch 0 - 22 | 4.0 | Transition from 4.0 to 5.0 |
| Section 2 - Depot Hill Rd | Ch 22 - 120 | 4.0 | 5.0 |
| Section 3 - Depot Hill Rd | Ch 120 - 151 | 4.0 | Transition from 5.0 to 4.5 |
| Section 4 - Depot Hill Rd | Ch 151 - 163 | Transition from 4.0 to 4.552 | Transition from 4.5 to 4.552 |
| Section 5 - Depot Hill Rd | Ch 163 - 190 | 4.552 | 4.552 |
| Section 6 - Depot Hill Rd | Ch 190 - 196 | Transition from 4.552 to 4.0 | Transition from 4.552 to 4.0 |
| Section 7 - Depot Hill Rd | Ch 196 - 209 | 4.0 | Transition from 4.0 to 4.5 |
| Section 8 - Depot Hill Rd | Ch 209 - 320 | 4.0 | 4.5 |
| Section 9 - Depot Hill Rd | Ch 320 - 330 | 4.0 | Transition from 4.5 to 4.0 |
| Section 10 - Depot Hill Rd | Ch 330 - 356 | 4.0 | 4.0 |

ANNEXURE 503C APPLICATION DETAILS

TABLE 503C1 DESIGN RESPONSIBILITY

| Seal Type | Location | Design Responsibility |
|-------------|-----------|-----------------------|
| Seal/Reseal | All Works | Principal |

TABLE 503C1 BINDER COMPOSITION AND APPLICATION RATES

| SECTION | BINDER COMPOSITION % BY VOLUME | | | BINDER APPLICATION RATE (BAR) @ 15°C (L/m ²) |
|---------------|--------------------------------|---------------------------|-------------------------|----------------------------------------------------------|
| | CLASS 170 BITUMEN | MEDIUM CURING CUTTING OIL | SLOW CURING CUTTING OIL | |
| Sections 1-10 | 98 | 2 | | *1.60 (First Coat) |
| Depot Hill Rd | 98 | 2 | | *1.05 (Second Coat) |

*Please note that these application rates have been designed on the basis that the second coat will be applied within 1 day of the first coat.

TABLE 503C2 AGGREGATE TYPE AND SPREAD RATE

| SURFACE TYPE | COVER MATERIAL AND SIZE (mm) | AGGREGATE SPREAD RATE (m ² /m ³) |
|--------------|------------------------------|---------------------------------------------------------|
| First Coat | 14mm | 95 |
| Second Coat | 10mm | 110 |

ANNEXURE 602A GUIDE POST SCHEDULE

| Chainage | Left | Right |
|----------|------|-------|
| 14 | X | X |
| 25 | X | |
| 35 | X | |
| 45 | X | |
| 55 | X | |
| 65 | X | |
| 75 | X | |
| 85 | X | X |
| 95 | X | |
| 105 | X | |
| 240 | X | |
| 255 | X | |
| 270 | X | X |
| 285 | X | |
| 300 | X | |
| 315 | X | |
| 330 | X | X |

ANNEXURE 820A CLASS OF CONCRETE

| Class of Concrete | Works Component |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| S40 | Normal superstructures and substructures in non-marine environments Approach slabs End treatments and base slabs for major box culverts |

FAX FORM*Greenfield Technical Services*

Phone (08) 9921 5547 Fax (08) 9965 4116

FAX TO : THE WEST AUSTRALIAN**ATTN : CLASSIFIEDS****FAX NO. 9482 9040****Page No. 1 of 1****FROM : MICHAEL KEANE****DATE : 10 April 2012****REF : LOCAL GOVERNMENT TENDERS**

This advertisement is placed by Greenfield Technical Services acting for, and on behalf of, the Shire of Mingenew. Account to be sent to Greenfield, at address below.

Please run the attached advertisement in the Local Government Tenders section of the West Australian Classifieds, Saturday 14 April 2012.

Advert to be **double column display advert**.

Shire of MingenewGreenfield Technical Services, Geraldton

acting on behalf of the Shire of Mingenew invites tenders for the following project works;

RFT GTS MI 01-2012

Upgrade Irwin River Crossing at Depot Hill Road, Mingenew.

Scope of work includes; 40 No 3300x2700x1200 box culverts, composite headwalls, rock protection, guardrail and roadworks.

Tender forms are available by e-mail request from;

greenfield@westnet.com.au

Tenders close 2.00 p.m. Tues 04 May 2012 at the offices of Greenfield Technical Services PO Box 2840, Geraldton, WA 6531.

Council is not bound to accept the lowest or any tender.

Please send proof and quote for final approval to proceed.

Regards

Michael Keane

9.6 FINANCE

9.6.1 ACCOUNTS FOR PAYMENT – APRIL, 2012

Agenda Reference: AO 03/12 - 01
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference: N/A
Disclosure of Interest: Nil
Date: 18th April 2012
Author: Julie Borrett

Signature of Author: _____

SUMMARY

Council to confirm the payment of creditors for the month of November 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 1995, Section 6.4

Local Government (Financial Management) Regulations 1996, Sections 12, 13 and 14

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 9.6.1

That Council confirm the accounts as presented for April 2012 from the Municipal Fund totalling \$172,900.92 represented by Electronic Funds Transfers of EFT5920 to EFT 5987, Cheque Nos 7506 – 7516

Date: 05/04/2012
Time: 1:30:56PM

Shire of MINGENEW
Statement of Payments for the month of March 2012

USER:Administrator O
PAGE:1

| Cheque /EFT No | Date | Name Invoice Description | INV Amount | Amount |
|-------------------|------------|------------------------------------------------------------|---------------|-----------|
| | | NAB BUSINESS VISA | | |
| EFT5920 | 12/03/2012 | CREDIT CARD | | 2,477.33 |
| INV FEB12 | 29/02/2012 | INTERNET FOR OFFICE FEB 12, INTERNET FOR DEPOT FEB 12 | 2,477.33 | |
| | | Australian Taxation Office | | |
| EFT5921 | 12/03/2012 | BAS STATEMENT | | 5,238.74 |
| INV BAS | 29/02/2012 | FEB BAS, FEB BAS, FEB BAS, FEB BAS | 5,238.74 | |
| | | AUSTRALIA POST | | |
| EFT5922 | 12/03/2012 | POSTAGE | | 127.37 |
| INV 1000321 | 03/03/2012 | POSTAGE CHARGES FOR THE MONTH OF FEB | 127.37 | |
| | | UHY HAINES NORTON (WA) PTY LTD | | |
| EFT5923 | 12/03/2012 | FEES | | 15,015.00 |
| INV 2012-04 | 29/02/2012 | PROGRESS PAYMENT FOR INTEGRATED PLANNING SHIRES | 15,015.00 | |
| | | JULIE BORRETT | | |
| EFT5924 | 12/03/2012 | REIMBURSEMENT | | 710.60 |
| INV 090212 | 09/03/2012 | REIMBURSEMENT OF TRAVEL COSTS PAYROLL AWARD TR | 710.60 | |
| | | Courier Australia | | |
| EFT5925 | 12/03/2012 | FREIGHT | | 8.78 |
| INV 0037 | 02/03/2012 | FREIGHT CHARGES TUDOR HOUSE | 8.78 | |
| | | THE COOL GUYS | | |
| EFT5926 | 12/03/2012 | GOODS | | 10,468.00 |
| INV 3640 | 06/03/2012 | SUPPLY & INSTALL NEW AIRCONDITIONER FOR NOEL'S HOI | 10,468.00 | |
| | | LANDGATE | | |
| EFT5927 | 12/03/2012 | CHARGES | | 105.60 |
| INV 273215- | 27/02/2012 | MINING TENEMENT SCHEDULES M2012/3 & M2012/2 | 34.00 | |
| INV 273121- | 24/02/2012 | UV SCHEDULE R2012/1 | 71.60 | |
| | | DONGARA TYREPOWER | | |
| EFT5928 | 12/03/2012 | REPAIRS | | 70.00 |
| INV 37453 | 01/02/2012 | REPAIR PUNCTURES ON FAST ATTACK FIRE UNIT PO5677 | 70.00 | |
| | | GERALDTON MOWER & REPAIR SPECIALISTS | | |
| EFT5929 | 12/03/2012 | GOODS | | 665.10 |
| INV 42198 | 22/02/2012 | 1 X HONDA BRUSHCUTTER PO5664 | 665.10 | |
| | | VEOLIA ENVIRONMENTAL SERVICES AUSTRALIA PTY LTD | | |
| EFT5930 | 12/03/2012 | CHARGES | | 4,504.04 |
| INV 2600222 | 19/02/2012 | REFUSE REMOVAL CHARGES FOR THE MONTH OF FEB DOM | 4,504.04 | |
| | | CANINE CONTROL | | |
| EFT5931 | 12/03/2012 | FEES | | 660.00 |
| INV 0000062 | 28/02/2012 | Ranger Duties - Patrols Conducted and Licensing 28/02 | 660.00 | |
| | | KINGS PARK MOTEL | | |
| EFT5932 | 12/03/2012 | CHARGES | | 170.00 |
| INV 88121 | 27/02/2012 | ACCOMMODATION CHARGES FOR PAYROLL AWARD TRAIN | 170.00 | |
| | | Local Government Managers Australia | | |
| EFT5933 | 12/03/2012 | FEES | | 740.00 |
| INV 0001833 | 01/07/2011 | LGMA COUNCIL CORPORATE MEMBERSHIP SUBSCRIPTION | 740.00 | |
| | | RELIANCE PETROLEUM | | |
| EFT5934 | 12/03/2012 | FUEL | | 3,330.36 |
| INV VARIO | 29/02/2012 | STAFF FUEL CARDS FOR THE MONTH OF FEB, 1MI FUEL CAF | 3,330.36 | |
| | | MICHAEL CAUNCE CARPENTRY | | |
| EFT5935 | 12/03/2012 | CHARGES | | 398.80 |
| INV 040312 | 04/03/2012 | REMOVE EXISTING SIGN & INSTALL NOTICE BOARD AT POS | 398.80 | |
| | | MORRISON LOW CONSULTANTS PTY LTD | | |
| EFT5936 | 12/03/2012 | CHARGES | | 3,168.00 |
| INV 11567 | 24/02/2012 | COMPLETION *& SUBMISSION OF ASSET M/MENT POLICY P | 2,750.00 | |
| INV 11568 | 24/02/2012 | COMPLETION & SUBMISSION OF FINAL REPORT ASSET M/M | 418.00 | |

Date: 05/04/2012
Time: 1:30:56PM

Shire of MINGENEW
Statement of Payments for the month of March 2012

USER:Administrator O
PAGE:2

| Cheque /EFT No | Date | Name Invoice Description | INV Amount | Amount |
|-------------------|------------|-------------------------------------------------------------|---------------|----------|
| | | MIDWEST AERO MEDICAL AIR AMBULANCE P/L | | |
| EFT5937 | 12/03/2012 | FEES | | 500.00 |
| INV 0000085 | 28/02/2012 | DOCTORS FEES 2902 | 500.00 | |
| | | NOVUS GERALDTON | | |
| EFT5938 | 12/03/2012 | REPAIRS | | 505.00 |
| INV 32040 | 22/02/2012 | SUPPLY & FIT NEW WINDSCREEN MI177 PO5471 | 505.00 | |
| | | PEST A KILL WA | | |
| EFT5939 | 12/03/2012 | CHARGES | | 88.00 |
| INV 22737 | 06/03/2012 | GENERAL PEST TREATMENT MUSEUM & ADJOINING SHED I | 88.00 | |
| | | PVC MOBILE AUTO ELECTRICAL & AIRCONDITIONING | | |
| EFT5940 | 12/03/2012 | CHARGES | | 181.00 |
| INV 304 | 09/03/2012 | REMOVE TWO WAY RADIO PO5680 | 181.00 | |
| | | PIRTEK (GERALDTON) PTY LTD | | |
| EFT5941 | 12/03/2012 | PARTS | | 689.85 |
| INV GER50C | 29/02/2012 | SUPPLY 2 HYDRAULIC HOSES FOR 1THQ579 PO5672 | 689.85 | |
| | | Shire Of Three Springs | | |
| EFT5942 | 12/03/2012 | GOODS | | 2,387.33 |
| INV 10785 | 01/03/2012 | EHO WAGES 20/01 & 25/01, EHO WAGES 20/01 & 25/01 | 1,100.00 | |
| INV 10774 | 01/03/2012 | REIMBURSEMENT OF BUSHFIRE BRIGADE GOODS:FACE MA | 1,287.33 | |
| | | TUSS CONCRETE | | |
| EFT5943 | 12/03/2012 | CHARGES | | 3,405.55 |
| INV 1920 | 28/02/2012 | CONCRETE PIPES & HEADWALLS FOR COALSEAM ROAD PO: | 3,405.55 | |
| | | TUDOR HOUSE | | |
| EFT5944 | 12/03/2012 | GOODS | | 112.20 |
| INV 46183 | 28/02/2012 | SUPPLY PVC BANNER FOR BANNERS IN THE TERRACE PO5 | 112.20 | |
| | | Totally Workwear - Geraldton | | |
| EFT5945 | 12/03/2012 | UNIFORM | | 135.00 |
| INV 000100C | 01/03/2012 | SAFETY BOOTS PO5673 | 135.00 | |
| | | WA LOCAL GOVERNMENT ASSOCIATION | | |
| EFT5946 | 12/03/2012 | FEES | | 250.00 |
| INV I301322 | 20/02/2012 | PURCHASE OF WALGA REMUNERATION SURVEY REPORT P | 250.00 | |
| | | WESTRAC PTY LTD | | |
| EFT5947 | 12/03/2012 | PARTS | | 2,069.93 |
| INV SI08581 | 27/02/2012 | SPARE TYRE & WHEEL FOR MI027 PO5618, SPARE TYRE & W | 3,164.89 | |
| INV PC0474 | 22/02/2012 | CREDIT ADJUSTMENT FOR INVOICE PI6759373, CREDIT ADJ | -1,094.96 | |
| | | Cameron Watson | | |
| EFT5948 | 12/03/2012 | REIMBURSEMENT | | 100.00 |
| INV 0714762 | 03/03/2012 | REIMBURSEMENT OF PHONE & INTERNET FEES FOR FEB C \ | 100.00 | |
| | | YAKKA PTY LTD | | |
| EFT5949 | 12/03/2012 | uniform | | 25.14 |
| | | YAKKA PTY LTD | | |
| EFT4629 | 25/10/2010 | uniform | | 337.88 |
| | | YAKKA PTY LTD | | |
| EFT4674 | 08/11/2010 | uniform | | 247.96 |
| | | YAKKA PTY LTD | | |
| EFT4732 | 01/12/2010 | uniform | | 110.56 |
| | | YAKKA PTY LTD | | |
| EFT5287 | 14/07/2011 | uniform | | 560.12 |
| | | YAKKA PTY LTD | | |
| EFT5531 | 07/10/2011 | uniform | | 37.21 |
| | | YAKKA PTY LTD | | |
| EFT5546 | 14/10/2011 | Uniform | | 128.05 |
| | | YAKKA PTY LTD | | |
| EFT5859 | 06/02/2012 | UNIFORM | | 727.17 |

Date: 05/04/2012
Time: 1:30:56PM

Shire of MINGENEW
Statement of Payments for the month of March 2012

USER:Administrator Of
PAGE:3

| Cheque /EFT No | Date | Name Invoice Description | INV Amount | Amount |
|--------------------------------------------------------------|------------|--------------------------------------------------------------|---------------|-----------|
| YAKKA PTY LTD | | | | |
| EFT5987 | 29/03/2012 | UNIFORM | | 380.93 |
| INV 1508857 | 21/08/2009 | Negative invoice of sample pack incorrectly paid PO3759 | -176.00 | |
| INV 1606861 | 24/10/2009 | Negative invoice for samples mistakenly paid for PO3902 | -147.31 | |
| INV 2097225 | 21/07/2010 | Uniform for E Greaves PO4234 | 53.01 | |
| INV 0505505 | 24/02/2012 | BACK ORDER TIE FOR C WATSON PO5455 | 25.14 | |
| Shire of Mingenew - Payroll | | | | |
| EFT5950 | 14/03/2012 | PAYROLL | | 25,829.18 |
| INV PAYRO | 14/03/2012 | PAYROLL 140312 | 25,829.18 | |
| CHILD SUPPORT AGENCY | | | | |
| EFT5951 | 14/03/2012 | Payroll deductions | | 186.02 |
| INV DEDUC | 14/03/2012 | Payroll Deduction for ROCKY BRENNAN 14/03/2012 | 186.02 | |
| HBF | | | | |
| EFT5952 | 14/03/2012 | Payroll deductions | | 66.55 |
| INV DEDUC | 14/03/2012 | Payroll Deduction for ROBERT WILLIAM STEPHEN 14/03/2012 | 66.55 | |
| LGRCEU | | | | |
| EFT5953 | 14/03/2012 | Payroll deductions | | 16.40 |
| INV DEDUC | 14/03/2012 | Payroll Deduction for ROBERT WILLIAM STEPHEN 14/03/2012 | 16.40 | |
| WA LOCAL GOVERNMENT SUPERANNUATION PLAN P/L | | | | |
| EFT5954 | 14/03/2012 | Superannuation contributions | | 4,332.01 |
| INV SUPER | 14/03/2012 | Super. for ROBERT WILLIAM STEPHEN 3611 14/03/2012, Super. 1 | 3,337.96 | |
| INV DEDUC | 14/03/2012 | Payroll Deduction for Joseph Thomas CLIFFORD 14/03/2012 | 500.00 | |
| INV DEDUC | 14/03/2012 | Payroll Deduction for CAMERON WATSON 14/03/2012 | 144.25 | |
| INV DEDUC | 14/03/2012 | Payroll Deduction for MICHAEL WARREN 14/03/2012, Payroll Ded | 46.00 | |
| INV DEDUC | 14/03/2012 | Payroll Deduction for ROBERT WILLIAM STEPHEN 14/03/2012 | 20.00 | |
| INV DEDUC | 14/03/2012 | | 90.00 | |
| INV DEDUC | 14/03/2012 | Payroll Deduction for WARREN LESLIE BORRETT 14/03/2012 | 193.80 | |
| PRIME SUPER | | | | |
| EFT5955 | 14/03/2012 | Superannuation contributions | | 294.52 |
| INV SUPER | 14/03/2012 | Super. for ROCKY BRENNAN 2056717 14/03/2012, Super. for GEO | 294.52 | |
| FIVE STAR BUSINESS EQUIPMENT & COMMUNICATIONS | | | | |
| EFT5956 | 19/03/2012 | CHARGES | | 220.54 |
| INV 813400 | 13/03/2012 | PHOTOCOPY CHARGES FOR THE MONTH OF FEB 12 | 220.54 | |
| GERALDTON MOWER & REPAIR SPECIALISTS | | | | |
| EFT5957 | 19/03/2012 | REPAIRS | | 126.40 |
| INV 42141 | 14/02/2012 | REPAIRS TO CHAINSAW PO5643 | 126.40 | |
| Great Northern Rural Services | | | | |
| EFT5958 | 19/03/2012 | GOODS | | 195.00 |
| INV 121878 | 16/02/2012 | 20L LORSBAN PO5657 | 195.00 | |
| IRWIN PLUMBING SERVICES | | | | |
| EFT5959 | 19/03/2012 | CHARGES | | 2,546.50 |
| INV 592 | 11/03/2012 | FIT 2 RISERS FOR SEPTIC TANK, INPSECT LEACH DRAINS & J | 1,105.50 | |
| INV 591 | 11/03/2012 | PUMP OUT SEPTIC TANK AT REC CENTRE PO5682 | 1,441.00 | |
| CANINE CONTROL | | | | |
| EFT5960 | 19/03/2012 | FEES | | 660.00 |
| INV 0000063 | 11/03/2012 | Ranger Duties - Patrols Conducted and Licensing 080312 | 660.00 | |
| MINGENEW IGA PLUS LIQUOR | | | | |
| EFT5961 | 19/03/2012 | GROCERIES | | 572.00 |
| INV VARIO1 | 29/02/2012 | NEWSPAPERS FOR THE MONTH OF FEB, REFRESHMENTS FO | 572.00 | |
| Starick Tyres | | | | |
| EFT5962 | 19/03/2012 | TYRES | | 2,884.33 |
| INV 13998 | 14/03/2012 | SUPPLY & FIT NEW TYRES TO RIDE ON MOWER PO5679, REP | 2,884.33 | |
| MIDWEST AERO MEDICAL AIR AMBULANCE P/L | | | | |
| EFT5963 | 19/03/2012 | FEES | | 500.00 |

Date: 05/04/2012
Time: 1:30:56PM

Shire of MINGENEW
Statement of Payments for the month of March 2012

USER:Administrator O
PAGE:4

| Cheque /EFT No | Date | Name Invoice Description | INV Amount | Amount |
|-------------------|------------|----------------------------------------------------------------------------------------------|---------------|-----------|
| INV 000009C | 16/03/2012 | MIDWEST AERO MEDICAL AIR AMBULANCE P/L DOCTORS VISITING FEES 14/03/2012 | 500.00 | |
| EFT5964 | 19/03/2012 | LANDMARK GOODS | | 305.80 |
| INV 921409S | 25/03/2012 | 2 PKTS FENCE DROPPERS PO5675 | 305.80 | |
| EFT5965 | 19/03/2012 | TROPHIES AND TREASURES CHARGES | | 25.30 |
| INV 107 | 10/03/2012 | PLATE AND PLAQUE FOR SENIOR OF THE YEAR HONOUR BC | 25.30 | |
| EFT5966 | 19/03/2012 | WESTERN AUSTRALIAN TREASURY CORPORATION LOAN | | 7,616.29 |
| INV LOAN | 15/03/2012 | LOAN 136, LOAN 136 | 7,616.29 | |
| EFT5967 | 19/03/2012 | WA LOCAL GOVERNMENT ASSOCIATION FEES | | 1,327.75 |
| INV I301378 | 12/03/2012 | ADVERT: SUPPLY & LAY BITUMEN 18/12/11 WEST AUSTRAL | 487.71 | |
| INV I301378 | 12/03/2012 | ADVERTISING FEE TOWN GARDENER PO5284 | 420.02 | |
| INV I301378 | 12/03/2012 | ADVERTISING FEE: PLANT OPERATOR PO5284 | 420.02 | |
| EFT5968 | 28/03/2012 | Shire of Mingenew - Payroll PAYROLL | | 25,951.73 |
| INV PAYRO | 28/03/2012 | PAYROLL 280312 | 25,951.73 | |
| EFT5969 | 28/03/2012 | CHILD SUPPORT AGENCY Payroll deductions | | 186.02 |
| INV DEDUC | 28/03/2012 | Payroll Deduction for ROCKY BRENNAN 28/03/2012 | 186.02 | |
| EFT5970 | 28/03/2012 | HBF Payroll deductions | | 66.55 |
| INV DEDUC | 28/03/2012 | Payroll Deduction for ROBERT WILLIAM STEPHEN 28/03/2012 | 66.55 | |
| EFT5971 | 28/03/2012 | LGRCEU Payroll deductions | | 16.40 |
| INV DEDUC | 28/03/2012 | Payroll Deduction for ROBERT WILLIAM STEPHEN 28/03/2012 | 16.40 | |
| EFT5972 | 28/03/2012 | WA LOCAL GOVERNMENT SUPERANNUATION PLAN P/L Superannuation contributions | | 4,295.63 |
| INV SUPER | 28/03/2012 | Super. for ROBERT WILLIAM STEPHEN 3611 28/03/2012, Super. 1 | 3,301.58 | |
| INV DEDUC | 28/03/2012 | Payroll Deduction for Joseph Thomas CLIFFORD 28/03/2012 | 500.00 | |
| INV DEDUC | 28/03/2012 | Payroll Deduction for CAMERON WATSON 28/03/2012 | 144.25 | |
| INV DEDUC | 28/03/2012 | Payroll Deduction for MICHAEL WARREN 28/03/2012, Payroll Ded | 46.00 | |
| INV DEDUC | 28/03/2012 | Payroll Deduction for ROBERT WILLIAM STEPHEN 28/03/2012 | 20.00 | |
| INV DEDUC | 28/03/2012 | | 90.00 | |
| INV DEDUC | 28/03/2012 | Payroll Deduction for WARREN LESLIE BORRETT 28/03/2012 | 193.80 | |
| EFT5973 | 28/03/2012 | PRIME SUPER Superannuation contributions | | 326.32 |
| INV SUPER | 28/03/2012 | Super. for ROCKY BRENNAN 2056717 28/03/2012, Super. for GEO | 326.32 | |
| EFT5974 | 29/03/2012 | ARROWSMITH COMPUTER COMPANY GOODS | | 779.00 |
| INV 95588 | 20/03/2012 | TONER CARTRIDGES FOR CEO & FMA PRINTERS PO5472 | 779.00 | |
| EFT5975 | 29/03/2012 | BOYLANDS BAKERY CATERING | | 66.00 |
| INV 0000101 | 15/02/2012 | CATERING FEES AFTERNOON TEA FOR 12 COUNCIL MEETIN | 66.00 | |
| EFT5976 | 29/03/2012 | DONGARA DRILLING & ELECTRICAL CHARGES | | 1,028.57 |
| INV 0002128 | 15/03/2012 | SUPPLY & FIT NEW SMOKE DETECTOR TO WM HOUSE PO56: | 207.90 | |
| INV 0002127 | 15/03/2012 | WIRE UP JUDGING TOWER AT RACE TRACK PO5690 | 820.67 | |
| EFT5977 | 29/03/2012 | Great Northern Rural Services GOODS | | 1,659.38 |
| INV 124802 | 19/03/2012 | SPRINKLER & NOZZLES FOR HOCKEY FIELD PO5692 | 1,055.36 | |
| INV 124485 | 15/03/2012 | FITTINGS & CHEMICAL FOR HOCKEY OVAL PO5687 | 604.02 | |

Date: 05/04/2012
Time: 1:30:56PM

Shire of MINGENEW
Statement of Payments for the month of March 2012

USER:Administrator Or
PAGE:5

| Cheque /EFT No | Date | Name Invoice Description | INV Amount | Amount |
|-------------------|------------|------------------------------------------------------------|---------------|-----------|
| | | JR & A HERSEY PTY LTD | | |
| EFT5978 | 29/03/2012 | GOODS | | 957.00 |
| INV C24047 | 13/03/2012 | GUIDE POSTS & DELINEATORS PO5685 | 957.00 | |
| | | IRWIN PLUMBING SERVICES | | |
| EFT5979 | 29/03/2012 | CHARGES | | 165.00 |
| INV 600 | 20/03/2012 | FIT NEW TAP TO WORKSHOP PO5696 | 165.00 | |
| | | LANDWEST URBAN & RURAL PLANNING CONSULTANTS | | |
| EFT5980 | 29/03/2012 | CHARGES | | 2,155.03 |
| INV 1101617 | 21/03/2012 | CONSULTATION FOR ELEANOR ST SUBDIVISION PO5705 | 2,155.03 | |
| | | LGIS RISK MANAGEMENT | | |
| EFT5981 | 29/03/2012 | INSURANCE | | 2,530.00 |
| INV 156-006 | 13/03/2012 | INSURANCE RISK COORDINATOR FEES 01/01-30/06/12 | 2,530.00 | |
| | | MICHAEL CAUNCE CARPENTRY | | |
| EFT5982 | 29/03/2012 | REPAIRS | | 275.00 |
| INV 180312 | 18/03/2012 | REPAIR FAULTY DOOR AT APU #3 PO569 | 275.00 | |
| | | RELIANCE PETROLEUM | | |
| EFT5983 | 29/03/2012 | FUEL | | 14,454.00 |
| INV I121142 | 21/03/2012 | DIESEL FUEL PO5697, UNLEADED FUEL PO5697 | 14,454.00 | |
| | | MILLS' MECHANICAL REPAIRS & SERVICES | | |
| EFT5984 | 29/03/2012 | CHARGES | | 2,333.95 |
| INV 0000654 | 15/03/2012 | REPAIR & SERVICE FAST ATTACK FIRE VEHICLE PO5695 | 1,987.45 | |
| INV 0000654 | 15/03/2012 | INSPECTION OF FAST ATTACK FOR PROBLEMS PO5694 | 115.50 | |
| INV 0000653 | 12/03/2012 | REPAIR HYDRAULIC HOSE ON SIDE TIPPER PO5693 | 231.00 | |
| | | MICROCOM PTY LTD TRADING AS METROCOUNT | | |
| EFT5985 | 29/03/2012 | GOODS | | 500.50 |
| INV 0001783 | 12/03/2012 | 1 X 100M ROAD TUBE PO5684 | 500.50 | |
| | | THREE SPRINGS MEDICAL CENTRE | | |
| EFT5986 | 29/03/2012 | MEDICAL | | 695.50 |
| INV 71940R | 16/03/2012 | PREEMPLOYMENT MEDICAL G WHITECROSS PO5706 | 360.00 | |
| INV 71832R | 08/03/2012 | PRE EMPLOYMENT MEDICAL A HOLT PO5706 | 335.50 | |
| | | YAKKA PTY LTD | | |
| EFT5987 | 29/03/2012 | UNIFORM | | 380.93 |
| | | YAKKA PTY LTD | | |
| EFT4629 | 25/10/2010 | uniform | | 337.88 |
| | | YAKKA PTY LTD | | |
| EFT4674 | 08/11/2010 | uniform | | 247.96 |
| | | YAKKA PTY LTD | | |
| EFT4732 | 01/12/2010 | uniform | | 110.56 |
| | | YAKKA PTY LTD | | |
| EFT5287 | 14/07/2011 | uniform | | 560.12 |
| | | YAKKA PTY LTD | | |
| EFT5531 | 07/10/2011 | uniform | | 37.21 |
| | | YAKKA PTY LTD | | |
| EFT5546 | 14/10/2011 | Uniform | | 128.05 |
| | | YAKKA PTY LTD | | |
| EFT5859 | 06/02/2012 | UNIFORM | | 727.17 |
| | | YAKKA PTY LTD | | |
| EFT5949 | 12/03/2012 | uniform | | 25.14 |
| INV 1508857 | 21/08/2009 | Negative invoice of sample pack incorrectly paid PO3759 | -176.00 | |
| INV 1606861 | 24/10/2009 | Negative invoice for samples mistakenly paid for PO3902 | -147.31 | |
| INV 2097225 | 21/07/2010 | Uniform for E Greaves PO4234 | 53.01 | |
| INV 0510835 | 15/03/2012 | UNIFORM ORDER M CRIDDLE PO5292 | 380.93 | |
| | | BIGPOND | | |
| 7506 | 12/03/2012 | CHARGES | | 39.95 |

Date: 05/04/2012
Time: 1:30:56PM

Shire of MINGENEW
Statement of Payments for the month of March 2012

USER:Administrator O:
PAGE:6

| Cheque /EFT No | Date | Name Invoice Description | INV Amount | Amount |
|-------------------|------------|-----------------------------------------------------------------|---------------|----------|
| | | BIGPOND | | |
| INV IN1024 | 03/03/2012 | INTERNET SERVICES FOR CEO LAPTOP FEB 2 | 39.95 | |
| | | MINGENEW SHIRE COUNCIL | | |
| 7507 | 12/03/2012 | Payroll deductions | | 120.00 |
| INV DEDUC | 29/02/2012 | Payroll Deduction for Joseph Thomas CLIFFORD 29/02/2012, Payrol | 80.00 | |
| INV DEDUC | 29/02/2012 | Payroll Deduction for NOEL FREDERICK PAGE 29/02/2012, Payrol | 40.00 | |
| | | PALM ROADHOUSE | | |
| 7508 | 12/03/2012 | CATERING | | 830.70 |
| INV 82 | 27/01/2012 | CATERING FEES NORTHERN COUNTRY ZONE MEETING 27/01 | 385.00 | |
| INV 85 | 06/03/2012 | MORNING TEA & LUNCH FOR DURACK STUDENTS 06/03 PO : | 445.70 | |
| | | SYNERGY | | |
| 7509 | 12/03/2012 | POWER | | 5,058.85 |
| INV 9658233 | 23/02/2012 | POWER ACCOUNT 20/01-20/02 TENNIS COURTS, POWER ACCO | 3,373.20 | |
| INV 7650108 | 01/03/2012 | STREET LIGHT POWER ACCOUNT 25/01-24/02 | 1,685.65 | |
| | | TELSTRA | | |
| 7510 | 12/03/2012 | TELSTRA | | 1,005.13 |
| INV T311 | 27/02/2012 | BUSHFIRE SMS CHARGES TO 26/02 | 147.42 | |
| INV VARIO | 03/03/2012 | TELSTRA ACCOUNT USAGE TO 24/02, RENTAL TO 24/03 OFFI | 857.71 | |
| | | TOLL IPEC | | |
| 7511 | 12/03/2012 | FREIGHT | | 423.46 |
| INV 0021 | 24/02/2012 | FREIGHT FOR LIBRARY SHELVES | 423.46 | |
| | | MINGENEW SHIRE COUNCIL | | |
| 7512 | 19/03/2012 | Payroll deductions | | 100.00 |
| INV DEDUC | 14/03/2012 | Payroll Deduction for Joseph Thomas CLIFFORD 14/03/2012, Payrol | 80.00 | |
| INV DEDUC | 14/03/2012 | Payroll Deduction for WARREN LESLIE BORRETT 14/03/2012, Pay | 20.00 | |
| | | Plum Personal Plan | | |
| 7513 | 19/03/2012 | Superannuation contributions | | 128.11 |
| INV SUPER | 14/03/2012 | Super. for ANDREW DUNCAN HOLT 100541984 14/03/2012 | 128.11 | |
| | | MINGENEW SHIRE COUNCIL | | |
| 7514 | 29/03/2012 | Payroll deductions | | 132.00 |
| INV DEDUC | 28/03/2012 | Payroll Deduction for WARREN LESLIE BORRETT 28/03/2012, Pay | 20.00 | |
| INV DEDUC | 28/03/2012 | Payroll Deduction for Joseph Thomas CLIFFORD 28/03/2012, Payrol | 80.00 | |
| INV DEDUC | 28/03/2012 | Payroll Deduction for PHILLIP RICHARD GREAVES 28/03/2012, P. | 32.00 | |
| | | Plum Personal Plan | | |
| 7515 | 29/03/2012 | Superannuation contributions | | 159.91 |
| INV SUPER | 28/03/2012 | Super. for ANDREW DUNCAN HOLT 100541984 28/03/2012 | 159.91 | |
| | | TELSTRA | | |
| 7516 | 29/03/2012 | PHONE | | 68.99 |
| INV T311 | 16/03/2012 | MOBILE ACCOUNT FEES 16/03-15/04 R BRENNAN | 68.99 | |

REPORT TOTALS

| Bank Code | Bank Name | TOTAL |
|--------------|---------------------------|-------------------|
| M | MUNI - NATIONAL AUST BANK | 177,604.89 |
| TOTAL | | 177,604.89 |

National Business Mastercard

01 March to 31 March 2012

CEO - Mike Sully

| | | |
|----------------------------------------|----|---------------|
| Mobile phone | \$ | 99.00 |
| Accommodation for Roman Roads Training | \$ | 398.00 |
| Car charger | \$ | 30.00 |
| Parking for Roman Roads Training | \$ | 62.20 |
| Bank Charges | \$ | 9.00 |
| | \$ | 598.20 |

Manager, Works and Services - Warren Borrett

| | | |
|-------------------|----|---------------|
| Diesel | \$ | 70.91 |
| Battery for MI473 | \$ | 500.00 |
| Bank Charges | \$ | 9.00 |
| | \$ | 579.91 |

Manager, Admin and Finance - Cameron Watson

| | | |
|---------------------------------------------------------|----|-----------------|
| Internet fees | \$ | 149.97 |
| Website Registration Fee | \$ | 55.00 |
| Bank Charges | \$ | 9.00 |
| | \$ | 213.97 |
| Total Direct Debit Payment made on 30 March 2012 | \$ | 1,392.08 |

Police Licensing

Direct Debits from Muni Account

1 March 2012 to 31 March 2012

| | | |
|--------------------------|----|----------|
| Friday, 2 March 2012 | \$ | 116.00 |
| Monday, 5 March 2012 | \$ | 300.30 |
| Tuesday, 6 March 2012 | \$ | 860.45 |
| Wednesday, 7 March 2012 | \$ | 1,274.90 |
| Thursday, 8 March 2012 | \$ | 2,475.90 |
| Friday, 9 March 2012 | \$ | 4,981.15 |
| Monday, 12 March 2012 | \$ | 985.45 |
| Tuesday, 13 March 2012 | \$ | 1,192.65 |
| Wednesday, 14 March 2012 | \$ | 6,306.70 |
| Thursday, 15 March 2012 | \$ | 897.85 |

| | | |
|--------------------------|----|------------------|
| Friday, 16 March 2012 | \$ | 6,304.20 |
| Monday, 19 March 2012 | \$ | 3,459.75 |
| Tuesday, 20 March 2012 | \$ | 881.65 |
| Wednesday, 21 March 2012 | \$ | 907.55 |
| Thursday, 22 March 2012 | \$ | 340.10 |
| Friday, 23 March 2012 | \$ | 5,840.85 |
| Monday, 26 March 2012 | \$ | 1,172.85 |
| Tuesday, 27 March 2012 | \$ | 3,435.25 |
| Wednesday, 28 March 2012 | \$ | 380.60 |
| Thursday, 29 March 2012 | \$ | 2,712.65 |
| Friday, 30 March 2012 | \$ | 748.70 |
| | \$ | 45,575.50 |

Bank Fees

Direct Debits from Muni Account 1 March 2012 to 31 March 2012

| | | |
|---------------------------------------------|----|---------------|
| Total direct debited from Municipal Account | \$ | 337.28 |
|---------------------------------------------|----|---------------|

Payroll

Direct Payments from Muni Account 1 February 2012 to 29 February 2012

| | | |
|--------------------------|----|------------------|
| Wednesday, 14 March 2012 | \$ | 35,647.36 |
| Wednesday, 28 March 2012 | \$ | 35,745.80 |
| | \$ | 71,393.16 |

9.6.2 PROPOSED DIFFERENTIAL RATING OF MINING TENEMENTS

Agenda Reference:
Location/Address: Shire of Mingenew
Name of Applicant: Nil
File Reference:
Disclosure of Interest: Nil
Date: 2 April, 2012
Author: Cameron Watson – Manager Finance & Administration

Signature of Author: _____

SUMMARY

This report puts forward a proposal to differentially rate mining tenements that are located in part or whole within the boundaries of the Shire of Mingenew.

ATTACHMENT

Public Notice of Proposal to Impose Differential Rates
Objects and Reasons for differential rate.
Comparison report of possible differential rates on mining tenements.

BACKGROUND

The rating system imposed under the Local Government Act 1995 is primarily based on two types of property valuations, Unimproved Value (UV) and Gross Rental Value (GRV).

The Unimproved Value of land is its market value under normal sales conditions assuming that no structural improvements have been made. Land within the Perth Metropolitan Region and town sites throughout Western Australia is assessed on the "site value" basis which includes merged improvements with examples including draining, filling, excavation, grading and retaining walls. Each year, the Valuer General determines the unimproved values of all land in the State.

GRV means the gross annual rental that the land might reasonably be expected to realize if let on a tenancy from year to year upon condition that the landlord is liable for all rates, taxes and other charges thereon and the insurance and other outgoings necessary to maintain the value of the land.

As a rule of thumb in non-metropolitan Councils, properties located within a town site, whether developed or not, are rated on a GRV basis while rural properties are rated on a UV basis. Mining Tenements fall under the UV valuation system.

Differential Rating is when different classes of land within the same valuation methodology are rated at different levels, ie. as in this proposal when mining tenements and rural agricultural lands are both rated within the UV methodology but at differing cents in the dollar. It should be noted that if the highest cent in the dollar rate imposed is more than double the lowest, there is a requirement that Ministerial approval is sought and that the

proposed differential rates are advertised for public comment which requires clear object and reason for the differential rate. Council must then consider, before imposing any differential rate, any submissions received.

COMMENT

In the past, when a mining company started production in an area they would assist the local community through providing infrastructure such as swimming pools and community halls, in some instances the entire town, as the majority of their workforce and associated families would be locally based. These days, with the advent of fly in fly out and the usually limited lifespan of the projects, the mining companies are hesitant to provide this type of assistance to the local community.

With this in mind, many Council's with mining operations within their district have decided to recoup some of the burden encountered by the long term ratepayers by rating mining tenements at a higher rate.

Enquires have been made with regard to what the surrounding Councils rate their mining tenements with the following results:

| <i>Council</i> | <i>UV Rate in the Dollar (Cents)</i> | | <i>UV Minimum</i> | |
|----------------------|--------------------------------------|---------------|-------------------|-----------------|
| | <i>Mining</i> | <i>Other</i> | <i>Mining</i> | <i>Other</i> |
| Perenjori | 24.5422 | 1.6042 | \$307.00 | \$184.00 |
| Three Springs | 30.0000 | 1.2295 | \$300.00 | \$300.00 |
| Morawa | 45.0000 | 1.7419 | \$665.00 | \$225.00 |
| Carnamah | 23.0000 | 1.6000 | \$525.00 | \$525.00 |
| Greater Geraldton | 23.0000 | 1.0000 | \$300.00 | \$250.00 |
| Yalgoo – Mining | 27.0000 | 5.9000 | \$240.00 | \$240.00 |
| Yalgoo – Prospecting | 17.8300 | 5.9000 | \$240.00 | \$240.00 |
| Mingenew | 1.0634 | 1.0634 | \$450.00 | \$330.00 |

Councils current rate structure is:

| | <i>Rate in the Dollar (Cents)</i> | <i>Minimum \$</i> |
|---------------------|-----------------------------------|-------------------|
| GRV – Town Sites | 9.7487 | \$330.00 |
| UV – Rural / Mining | 1.0634 | \$450.00 |

Based on previous year's increases, it is estimated that the rate in the dollar for the 2012/2013 financial year will be in the vicinity of:

| | <i>Rate in the Dollar (Cents)</i> | <i>Minimum \$</i> |
|---------------------|-----------------------------------|-------------------|
| GRV – Town Sites | 10.4311 | \$330.00 |
| UV – Rural / Mining | 1.1378 | \$450.00 |

If Council was to resolve to impose a differential rate of say 25.0000 cents in the dollar then advertising would need to be undertaken indicating these estimated values. It must be noted that this **does not** mean that Council has decided on what the rate in the dollar will be for the 2012/13 financial year, just that they are an indicative rate for any respondent to the request for submissions on the proposed differential rate.

CONSULTATION

Mike Sully – Chief Executive Officer

STATUTORY ENVIRONMENT

Section 6.33 & 6.36 of the Local Government Act 1995

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Any differential rate imposed on mining tenements will have an impact on the 2012/2013 budget.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.6.2

That Council, in the 2012/2013 financial year budget, impose a differential UV rate on all mining tenements within the district with the rate to be determined during normal budget consideration's



SHIRE OF MINGENEW

PROPOSAL TO IMPOSE DIFFERENTIAL RATE

In accordance with section 6.36 of the Local Government Act 1995, notice is hereby given that the Shire of Mingenew proposes to differentially rate mining tenements and rural holdings in those areas in which unimproved property values (UV) apply.

It is anticipated that rating levels for the 2012/2013 financial year will be 10.4311 cents in the dollar for all gross rental value (GRV) properties, **25.0000** cents in the dollar for mining tenements and 1.1378 cents in the dollar for rural holdings. A minimum rate of \$330.00 for all GRV properties, \$450.00 for UV rural holdings and **\$750.00** For UV mining tenements can be expected.

The object and reasons for each proposed rate may be inspected at the Shire Office, Victoria Street, Mingenew during normal business hours. Submissions from electors and ratepayers about the proposed rates or minimum payments and any related matters may be made to the undersigned at the above stated address by 4:30pm on Monday 14th May 2012.

Mike Sully
Chief Executive Officer
Shire of Mingenew



SHIRE OF MINGENew

2012/2013 DIFFERENTIAL RATE MODEL

STATEMENT OF OBJECTS AND REASONS

The following are estimated Differential Rates and Minimum Payments for the Shire of Mingenew for the 2012/2013 financial year.

| | <i>Rate in the Dollar (Cents)</i> | <i>Minimum \$</i> |
|------------------|-----------------------------------|-------------------|
| GRV – Town Sites | 10.4311 | \$330.00 |
| UV – Rural | 1.1378 | \$450.00 |
| UV – Mining | 25.0000 | \$750.00 |

The Shire has a broad pastoral and agricultural sector and it is essential that it be maintained throughout both good and bad seasons. The rate and minimum payments estimated for UV rural land use areas are set at levels which are considered to be sustainable in the long term for the sector. The rate and minimum payments proposed for the GRV Town sites areas are also set at what are considered to be the maximum for the long term.

While every effort is made to establish rates and minimum payments at the fairest possible levels, it is considered that the mining sector has the capacity to pay the UV rate at the levels estimated.

All sectors benefit from the services provided by the Shire of Mingenew, however it is inevitable that some sectors or individuals may benefit to a greater or lesser degree from any particular service. Persons or organisations operating within any or all sectors have the right to use all of the services provided by the Shire of Mingenew. The Shire does not seek to restrict the use of its services to any sector, although it is inevitable that some will have a greater capacity to contribute to the Shire's revenue than others.

GRV – Town Sites

The object of the GRV rates and minimum payments is to require a fair contribution to the revenue requirements of the Shire, while not risking additional financial pressure on the town residents in those areas that affect their long term viability. The town residents have been in

the past, and will continue into the long term future, to provide significant support for the social and economic viability of the Shire.

The minimum payment proposed reflects the present financial vulnerability of the ratepayers in the category.

UV – Rural

Similar objects and reasons to the GRV – Town Sites apply.

UV – Mining

The object of the UV Mining rate is to permit the imposition of rates on mining tenements that is reasonably proportional to the financial resources of those who will bear the burden of the rates and striking a reasonable balance between the capacity to pay and the fairness of the requirement.

In dealing with the object of the rate, it should be remembered that when companies in the mining industry commence operations in the district, they have the advantage of established Shire services and infrastructure, which have been provided by the rates contributed in the long term by ratepayers in other sectors; and that these ratepayers will continue in the long term to contribute in the same way. The maintenance of Shire assets and services is for the benefit of all users, long term and short, however over time, much of this burden will fall upon the long term ratepayers.

On the other hand, it is not uncommon for operators of mining activities to be present in the district for a short period of time with the prospect of withdrawn substantial profits while in the district. In the past some of this wealth was retained in the district as staff members and their families were usually residents as well, however this is now not the case with fly in fly out operations. This is not a criticism but simply recognises the often transitory nature of mining enterprises. However, the mining sector stands to be a beneficiary of the existence and maintenance of the Shire's assets and services to the extent that the mining operators and their connections use them.

The reason for the UV mining rate and the UV mining minimum payment is to assist the Shire to make up the deficiency in its revenue at a level which is fair in all of the circumstances.

Current Mining Tenements within the Shire of Mingenew

| Tenement Number | Holder | Major Property | UV Value | 1.0634 | 20.0000 | 23.0000 | 24.5422 | 27.0000 | 30.0000 | 45.0000 | Proposed |
|----------------------------|---------------------------|----------------|--------------|-------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| E70/02517 | AUSTRAL IRON PTY LTD | A684 | \$ 19,456 | \$ 450.00 | \$ 3,891.20 | \$ 4,474.88 | \$ 4,774.93 | \$ 5,253.12 | \$ 5,836.80 | \$ 8,755.20 | \$ 25.0000 |
| E70/03177 | AP MINING PTY LTD | A824 | \$ 2,179 | \$ 450.00 | \$ 750.00 | \$ 501.17 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 980.55 | \$ 4,864.00 |
| E70/03761 | SHEFFIELD RESOURCES | A851 | \$ 43,296 | \$ 460.41 | \$ 8,659.20 | \$ 9,958.08 | \$ 10,625.79 | \$ 11,689.92 | \$ 12,988.80 | \$ 19,483.20 | \$ 750.00 |
| E70/03777 | SHEFFIELD RESOURCES | A841 | \$ 1,603 | \$ 450.00 | \$ 750.00 | \$ 3,891.20 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 10,824.00 |
| E70/03813 | SHEFFIELD RESOURCES | A840 | \$ 2,417 | \$ 450.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 1,087.65 | \$ 750.00 |
| E70/03946 | GIRALIA RESOURCES NL | A842 | \$ 2,383 | \$ 450.00 | \$ 750.00 | \$ 8,659.20 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 1,072.35 | \$ 750.00 |
| E70/04155 | KARARA MINING LTD | A854 | \$ 2,277 | \$ 450.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 1,024.65 | \$ 750.00 |
| E70/04167 | SHEFFIELD RESOURCES | A857 | \$ 1,124 | \$ 450.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 |
| E70/2766 | WESTRALIAN IRON PTY LTD | A768 | \$ 283 | \$ 450.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 |
| GEP70/27 | GREEN ROCK ENERGY LIMITED | A833 | \$ 3,517 | \$ 450.00 | \$ 750.00 | \$ 808.91 | \$ 863.15 | \$ 949.59 | \$ 1,055.10 | \$ 1,582.65 | \$ 879.25 |
| GEP70/28 | GREEN ROCK ENERGY LIMITED | A834 | \$ 720 | \$ 450.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 |
| GEP70/41 | GREEN ROCK ENERGY LIMITED | A835 | \$ 4,088 | \$ 450.00 | \$ 817.60 | \$ 940.24 | \$ 1,003.29 | \$ 1,103.76 | \$ 1,226.40 | \$ 1,839.60 | \$ 1,022.00 |
| PEP70/426 | EMPIRE OIL COMPANY (WA) | A771 | \$ 4,058 | \$ 450.00 | \$ 811.60 | \$ 933.34 | \$ 995.92 | \$ 1,095.66 | \$ 1,217.40 | \$ 1,826.10 | \$ 1,014.50 |
| PEP70/368 | EMPIRE OIL COMPANY (WA) | A554 | \$ 3,808 | \$ 450.00 | \$ 761.60 | \$ 875.84 | \$ 934.57 | \$ 1,028.16 | \$ 1,142.40 | \$ 1,713.60 | \$ 952.00 |
| PEP70/469 | WARREGO ENERGY LIMITED | A836 | \$ 1,451 | \$ 450.00 | \$ 750.00 | \$ 817.60 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 | \$ 750.00 |
| | | | \$ 92,660 | \$ 6,760.41 | \$ 22,441.20 | \$ 35,610.46 | \$ 25,947.65 | \$ 27,870.21 | \$ 30,216.90 | \$ 43,115.55 | \$ 26,305.75 |
| Total Rates Levied 2011/12 | | | \$ 1,173,420 | \$ 0.00% | \$ 15,680.79 | \$ 28,850.05 | \$ 19,187.24 | \$ 21,109.80 | \$ 23,456.49 | \$ 36,355.14 | \$ 19,545.34 |
| | | | | | 1.34% | 2.46% | 1.64% | 1.80% | 2.00% | 3.10% | 1.67% |

**9.6.3 COUNCIL MEETING DATES – FINANCIAL YEAR 2012/13 & REMAINDER
2011/12**

Agenda Reference:

Location/Address: Shire of Mingenew

Name of Applicant: Shire of Mingenew

File Reference:

Disclosure of Interest: Nil

Date: 3rd April, 2012

Author: Cameron Watson – Manager Finance & Administration

Signature of Author: _____

SUMMARY

Council is requested to formally agree to the Council meeting dates for the 2012/2013 financial year and the remainder of the 2011/2012 financial year as outlined in the body of this report.

ATTACHMENT

Nil

BACKGROUND

Nil

COMMENT

Council has an obligation under the Local Government Act 1995 and associated regulations to advertise at least once a year the proposed meeting dates, times and place for the coming year.

There is the ability to change the date and or time of a meeting if required and also the ability to call a Special Council Meeting if required. These changes are to be advertised if time permits.

The Shire of Mingenew has traditionally met on the third Wednesday of the month apart from September when the meeting has been altered to fit in with the dates of the Mingenew Expo. In the more recent past meetings have commenced at 2.00pm.

Council usually does not hold a meeting in January but can call a meeting if required.

The dates proposed for the remainder of the 2011/2012 financial year are:

| MONTH | DATE | DAY | TIME |
|----------|------------------|-----------|--------|
| January | No Meeting | | |
| February | 15 th | Wednesday | 2.00pm |
| March | 21 st | Wednesday | 2.00pm |
| April | 18 th | Wednesday | 2.00pm |
| May | 16 th | Wednesday | 2.00pm |
| June | 20 th | Wednesday | 2.00pm |

The dates proposed for the 2012/2013 financial year are:

| MONTH | DATE | DAY | TIME |
|-----------|------------------|-----------|--------|
| July | 18 th | Wednesday | 2.00pm |
| August | 15 th | Wednesday | 2.00pm |
| September | 24 th | Monday | 2.00pm |
| October | 17 th | Wednesday | 2.00pm |
| November | 21 st | Wednesday | 2.00pm |
| December | 19 th | Wednesday | 2.00pm |
| January | No Meeting | | |
| February | 20 th | Wednesday | 2.00pm |
| March | 20 th | Wednesday | 2.00pm |
| April | 17 th | Wednesday | 2.00pm |
| May | 15 th | Wednesday | 2.00pm |
| June | 19 th | Wednesday | 2.00pm |

The Mingenew Expo for 2012 is scheduled for Thursday and Friday 20 – 21 September so the meeting date has been scheduled for the third Monday.

CONSULTATION

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995 section 5.25 (1) g

Local Government Act 1995 – Administration Regulations – 12 (1)

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.6.3

That Council set the Council meeting dates as:
for the remainder of the 2011/2012 financial year are:

| MONTH | DATE | DAY | TIME |
|----------|------------------|-----------|--------|
| January | No Meeting | | |
| February | 15 th | Wednesday | 2.00pm |
| March | 21 st | Wednesday | 2.00pm |
| April | 18 th | Wednesday | 2.00pm |
| May | 16 th | Wednesday | 2.00pm |
| June | 20 th | Wednesday | 2.00pm |

for the 2012/2013 financial year are:

| MONTH | DATE | DAY | TIME |
|-----------|------------------|-----------|--------|
| July | 18 th | Wednesday | 2.00pm |
| August | 15 th | Wednesday | 2.00pm |
| September | 24 th | Monday | 2.00pm |
| October | 17 th | Wednesday | 2.00pm |
| November | 21 st | Wednesday | 2.00pm |
| December | 19 th | Wednesday | 2.00pm |
| January | No Meeting | | |
| February | 20 th | Wednesday | 2.00pm |
| March | 20 th | Wednesday | 2.00pm |
| April | 17 th | Wednesday | 2.00pm |
| May | 15 th | Wednesday | 2.00pm |
| June | 19 th | Wednesday | 2.00pm |

9.6.4 2012/13 COUNCILLOR SITTINGS FEES AND PRESIDENT & DEPUTY PRESIDENT ALLOWANCE

Agenda Reference:
Location/Address: Shire of Mingenew
Name of Applicant: Nil
File Reference:
Disclosure of Interest: Nil
Date: 2 April, 2012
Author: Cameron Watson – Manager Finance & Administration

Signature of Author: _____

SUMMARY

This report makes a recommendation on Councillor sitting fees and the Presidents and Deputy President's allowance for the 2012/13 financial year.

ATTACHMENT

Nil

BACKGROUND

The Local Government Act 1995 and Local Government (Administration) Regulations 1996 give an entitlement to elected members of a sitting fee for attending Council and Committee meetings. This fee can be set between a minimum of \$60.00 and a maximum of \$140.00 (\$120.00 to \$280 for the President) for Council meetings and a minimum of \$30.00 to a maximum of \$70.00 for all Councillors appointed to a Committee whose membership is restricted to Council members and employees of Council.

The Presidential allowance can be an amount from a minimum of \$600.00 to a maximum of \$12,000.00 or 0.02% of the Local Government's operating revenues whichever is the greater amount but not more than \$60,000. The Deputy Presidents allowance can be no more than 25% of the Presidents allowance.

COMMENT

Currently Council has endorsed the following sitting fees and travel allowances

| | | |
|-----------------------------|--------------|-------------|
| Council Meetings | - Councillor | \$ 120.00 |
| | - President | \$ 240.00 |
| Committee Meetings | - Councillor | \$ 30.00 |
| | - President | \$ 60.00 |
| Presidents Allowance | | \$5,000.00 |
| Deputy Presidents Allowance | | \$1,250.00 |
| Travel Allowance | | 95 Cents/Km |

CONSULTATION

Nil

STATUTORY ENVIRONMENT

Section 5.98 & 5.98A of the Local Government Act 1995
Regulation 30 & 33 of the Local Government (Administration) Regs 1996

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Council sitting fees, travel allowance and President's / Deputy President's allowances will be included in the 2012/13 budget at the endorsed levels

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Absolute Majority

OFFICER RECOMMENDATION – ITEM 9.6.4

That Council endorses the following sitting fees for the 2012/13 financial year:

| | | |
|------------------------------------|--------------------|-----------------|
| Council Meetings | - Councilor | \$ |
| | - President | \$ |
| Committee Meetings | - Councilor | \$ |
| | - President | \$ |
| Presidents Allowance | | \$ |
| Deputy Presidents Allowance | | \$ |
| Travel Allowance | | Cents/Km |

9.6.5 FINANCIAL STATEMENTS FOR MONTH ENDING 31 MARCH, 2012

Agenda Reference:
Location/Address: Shire of Mingenew
Name of Applicant: Shire of Mingenew
File Reference:
Disclosure of Interest: Nil
Date: 12 April, 2012
Author: Cameron Watson – Manager Finance & Administration

Signature of Author: _____

SUMMARY

The Monthly Statement of Financial Activity report for the month ending 31 March, 2012 is presented to Council for adoption.

ATTACHMENT

Finance Report ending 31 March, 2012

BACKGROUND

Financial Regulations require a monthly statement of financial activity report to be presented to Council.

COMMENT

Council's current operating surplus as at the 31 March, 2012 is \$460,176

| SUMMARY OF FUNDS – SHIRE OF MINGENEW | |
|---------------------------------------------|--------------|
| Municipal Account | \$73,515.11 |
| Business Cash Maximiser (Municipal Funds) | \$629,773.43 |
| Trust Account | \$71,412.80 |
| Reserve Maximiser Account | \$319,112.16 |

Debtor's accounts continue to be monitored with all efforts being made to ensure that monies are recovered. \$169,040.81 remains outstanding as at 31 March, 2012 with

\$137,982.07 in current, \$23,861.40 outstanding for 30+ days, \$0.00 outstanding for 60+ days and \$8,894.26 outstanding of 90 days or more.

Rates Outstanding as at end of March, 2012 was \$52,500.34 current year and \$8,687.71 arrears, totaling \$61,188.05. Collection action for all outstanding rates in arrears has been commenced with the appointment of Dun and Bradstreet. The following assessments have been referred for collection with the indicated results.

| Assessment Number | Assessment Address | Amount Outstanding | Results Achieved |
|--------------------------|---------------------------|---------------------------|--------------------------------------------------------------------------------------|
| A152 | 7 Bride Street | \$1,629.82 | Legal Action Commenced |
| A198 | 9 Bride Street | \$4,346.07 | Paying \$250 per fortnight. |
| A267 | 19 Ikewa Street | \$1,719.15 | Paying \$250 per fortnight. |
| A649 | 1 Ikewa Street | \$6,452.19 | Legal Action Commenced |
| A813 | 4 Midlands Road | \$2,730.12 | Legal Action Commenced |
| A232 | 5 Moore Street | \$2,266.90 | Paying in 4 equal fortnightly payments of \$566.72 commencing 2 nd March. |
| A353 | 29 Oliver Street | \$808.37 | Legal Action Commenced |
| A654 | 4 Spring Street | \$1,020.43 | Legal Action Commenced |
| A756 | 18 William Street | \$780.36 | Legal Action Commenced |
| A757 | 16 William Street | \$902.88 | Legal Action Commenced |

The total domestic and commercial refuse charges outstanding are \$3,884.27 as at 31 March, 2012.

The Statement of Financial Activities Report contains explanations of Councils adopted variances for the 2011 / 2012 financial year.

CONSULTATION

No consultation required

STATUTORY ENVIRONMENT

Local Government Act 1995 Section 6.4

Local Government (Financial Management) Regulations 1996 Section 34

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

Financial implications are outlined in comments.

STRATEGIC IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER RECOMMENDATION – ITEM 9.6.5

That Council adopts the Monthly Statement of Financial Activity for the month ending the 31 March, 2012.

SHIRE OF MINGENEW
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

TABLE OF CONTENTS

| | |
|------------------------------------------------------|---------|
| Statement of Financial Activity | 2 |
| Statement of Financial Activity Reportable Variances | 3 |
| Notes to and Forming Part of the Statement | 4 to 22 |
| Supplementary Information | |

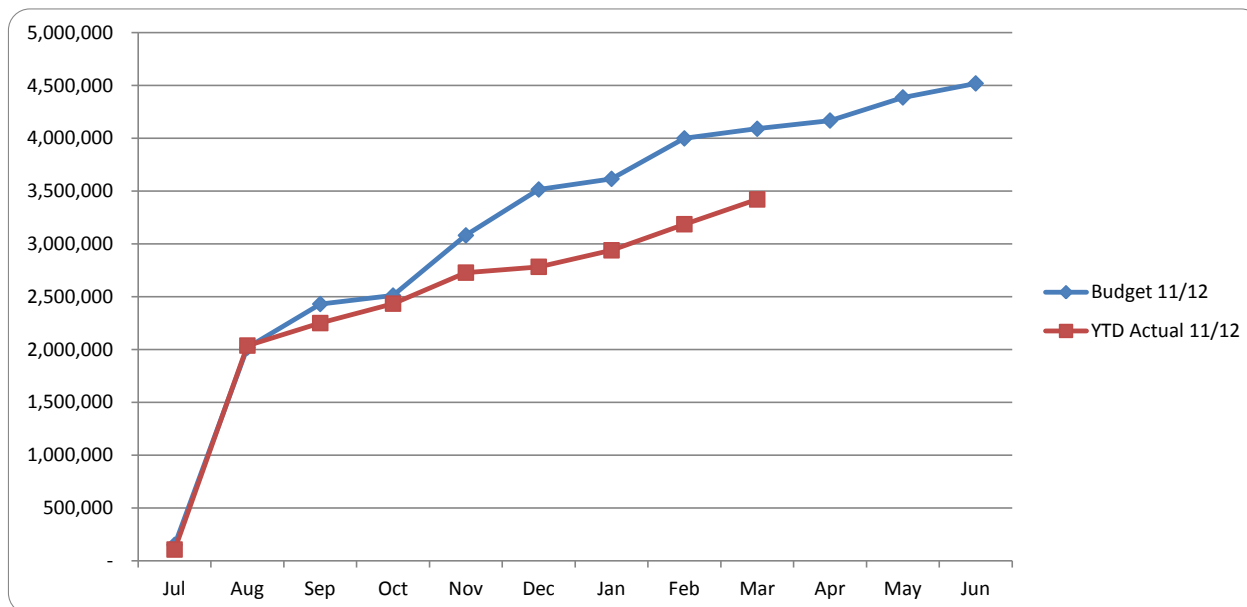
SHIRE OF MINGENOW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

| | NOTE | 31/03/12 Y-T-D Actual \$ | 31/03/12 Y-T-D Budget \$ | 2011/2012 Total Budget \$ | 31/03/12 Y-T-D Variance \$ | 31/03/12 Y-T-D Variance % |
|---------------------------------------------------------------|------|-----------------------------------|-----------------------------------|------------------------------------|-------------------------------------|------------------------------------|
| REVENUES/SOURCES | 1,2 | | | | | |
| Governance | | 120,766 | 91,887 | 106,540 | 28,879 | (31%) |
| General Purpose Funding | | 669,414 | 658,604 | 770,538 | 10,810 | (2%) |
| Law, Order, Public Safety | | 20,486 | 20,221 | 25,535 | 265 | (1%) |
| Health | | 887 | 25,774 | 26,040 | (24,887) | 97% |
| Education and Welfare | | 9,839 | 3,006 | 4,025 | 6,833 | (227%) |
| Housing | | 64,641 | 51,165 | 68,229 | 13,476 | (26%) |
| Community Amenities | | 83,581 | 163,199 | 164,150 | (79,618) | 49% |
| Recreation and Culture | | 63,251 | 66,196 | 121,740 | (2,945) | 4% |
| Transport | | 970,073 | 1,727,355 | 1,919,803 | (757,282) | 44% |
| Economic Services | | 11,485 | 6,633 | 8,900 | 4,852 | (73%) |
| Other Property and Services | | 218,527 | 84,501 | 112,700 | 134,026 | (159%) |
| | | 2,232,950 | 2,898,541 | 3,328,200 | 665,591 | |
| (EXPENSES)/(APPLICATIONS) | 1,2 | | | | | |
| Governance | | (309,283) | (370,530) | (456,560) | (61,247) | 17% |
| General Purpose Funding | | (22,774) | (33,543) | (44,749) | (10,769) | 32% |
| Law, Order, Public Safety | | (47,617) | (75,276) | (100,444) | (27,659) | 37% |
| Health | | (31,345) | (27,855) | (49,678) | 3,490 | (13%) |
| Education and Welfare | | (16,741) | (30,156) | (42,316) | (13,415) | 44% |
| Housing | | (104,259) | (113,448) | (143,956) | (9,189) | 8% |
| Community Amenities | | (61,070) | (85,852) | (111,258) | (24,782) | 29% |
| Recreation & Culture | | (596,204) | (600,088) | (882,378) | (3,884) | 1% |
| Transport | | (1,546,250) | (1,449,993) | (1,212,838) | 96,257 | (7%) |
| Economic Services | | (111,247) | (139,654) | (182,989) | (28,407) | 20% |
| Other Property and Services | | (114,220) | (92,024) | (92,884) | 22,196 | (24%) |
| | | (2,961,010) | (3,018,419) | (3,320,050) | (57,409) | |
| Adjustments for Non-Cash (Revenue) and Expenditure | | | | | | |
| (Profit)/Loss on Asset Disposals | 4 | 36,465 | 25,612 | 25,612 | 10,853 | (42%) |
| Movement in Accrued Interest | | (16,410) | 0 | 0 | (16,410) | 0% |
| Movement in Accrued Salaries & Wages | | (15,097) | 0 | 0 | (15,097) | 0% |
| Movement in Employee Benefit Provisions | | 0 | 0 | 0 | 0 | 0% |
| Depreciation on Assets | | 947,272 | 926,811 | 1,235,770 | 20,461 | (2%) |
| Capital Expenditure and Income | | | | | | |
| Purchase Land held for Resale | 3 | (42,457) | 0 | (45,000) | 0 | 0% |
| Purchase Land and Buildings | 3 | (320,871) | (447,003) | (438,000) | (126,132) | 28% |
| Purchase Furniture and Equipment | 3 | (9,461) | (32,500) | (63,500) | (23,039) | 71% |
| Purchase Plant and Equipment | 3 | (569,803) | (724,800) | (875,600) | (154,997) | 21% |
| Purchase Infrastructure Assets - Roads | 3 | (753,844) | (1,326,323) | (1,739,520) | (572,479) | 43% |
| Purchase Infrastructure Assets - Footpaths | 3 | 0 | 0 | (20,000) | 0 | 0% |
| Purchase Infrastructure Assets - Bridges | 3 | 0 | 0 | 0 | | |
| Proceeds from Disposal of Assets | 4 | 155,469 | 359,000 | 359,000 | 203,531 | 57% |
| Repayment of Debentures | 5 | (82,928) | (82,929) | (93,767) | (1) | 0% |
| Proceeds from New Debentures | 5 | 450,000 | 0 | 450,000 | 450,000 | 0% |
| Transfers to Reserves (Restricted Assets) | 6 | (15,496) | (2,398) | (14,385) | 13,099 | (546%) |
| Transfers from Reserves (Restricted Assets) | 6 | 220,000 | 0 | 342,500 | 220,000 | 0% |
| ADD Net Current Assets July 1 B/Fwd | 7 | 507,520 | 507,520 | 507,520 | 0 | 0% |
| LESS Net Current Assets Year to Date | 7 | 950,502 | 2,108,108 | 0 | (1,157,606) | 55% |
| Amount Req'd to be Raised from Rates | | <u>(1,188,203)</u> | <u>(1,191,220)</u> | <u>(1,221,220)</u> | <u>3,017</u> | <u>(0%)</u> |
| Rates per Note 8 | | 1,188,203 | 1,191,220 | 1,191,220 | | |
| Variance | | 0 | 0 | (30,000) | | |

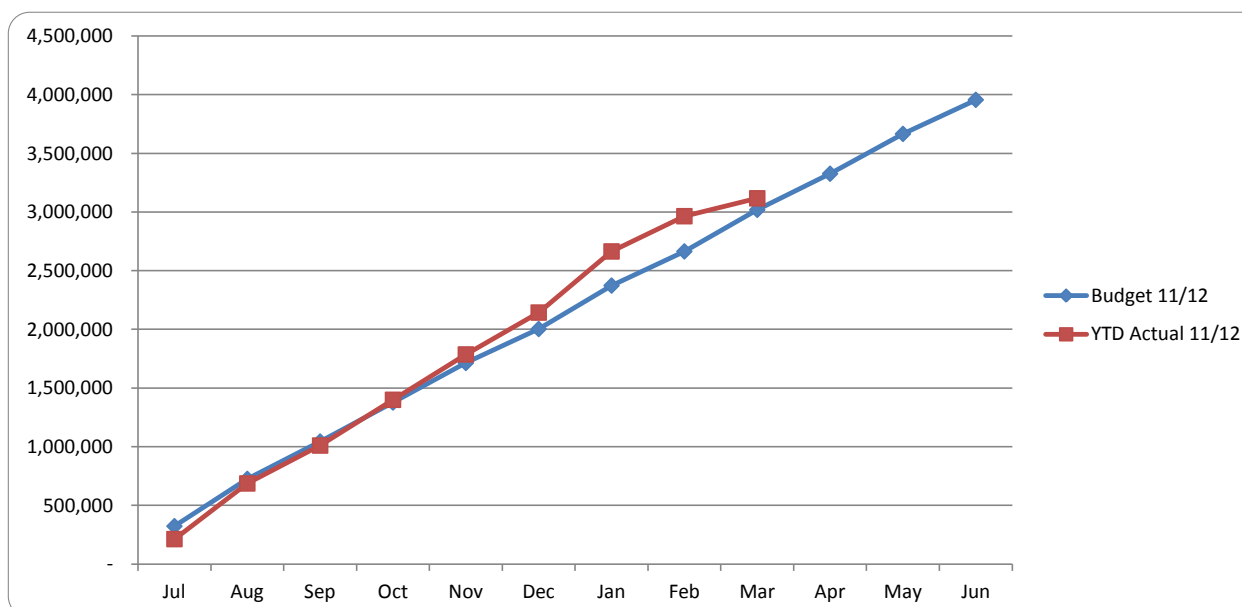
SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

Graphical Representation - Source Statement of Financial Activity

Operating Budget v Actual - REVENUE



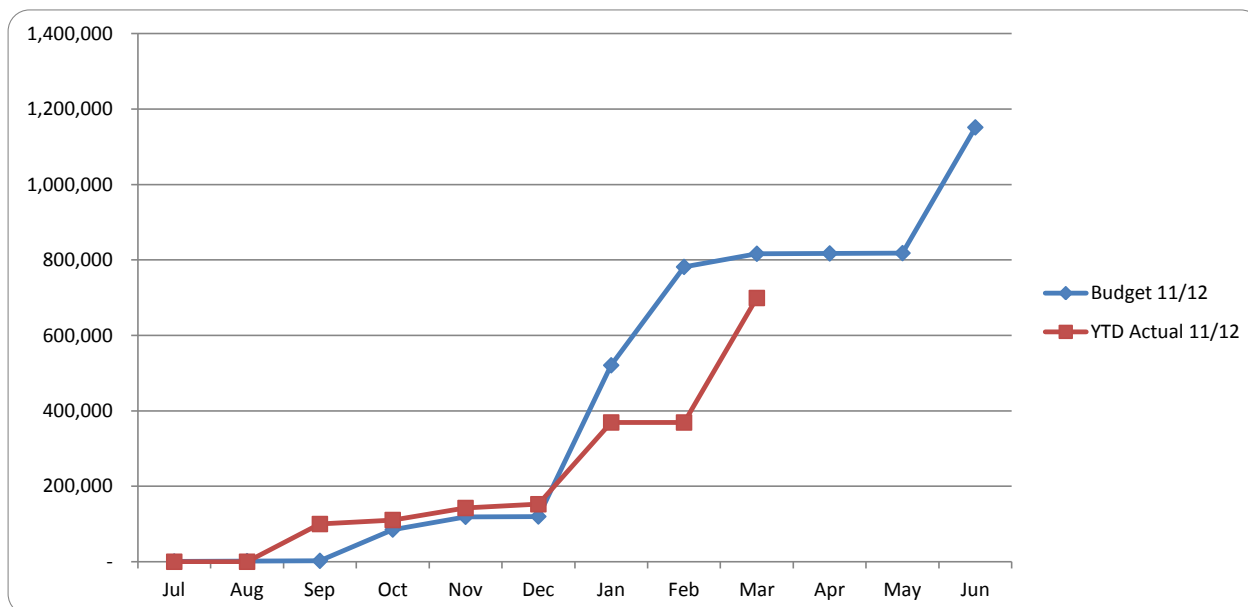
Operating Budget v Actual - EXPENDITURE



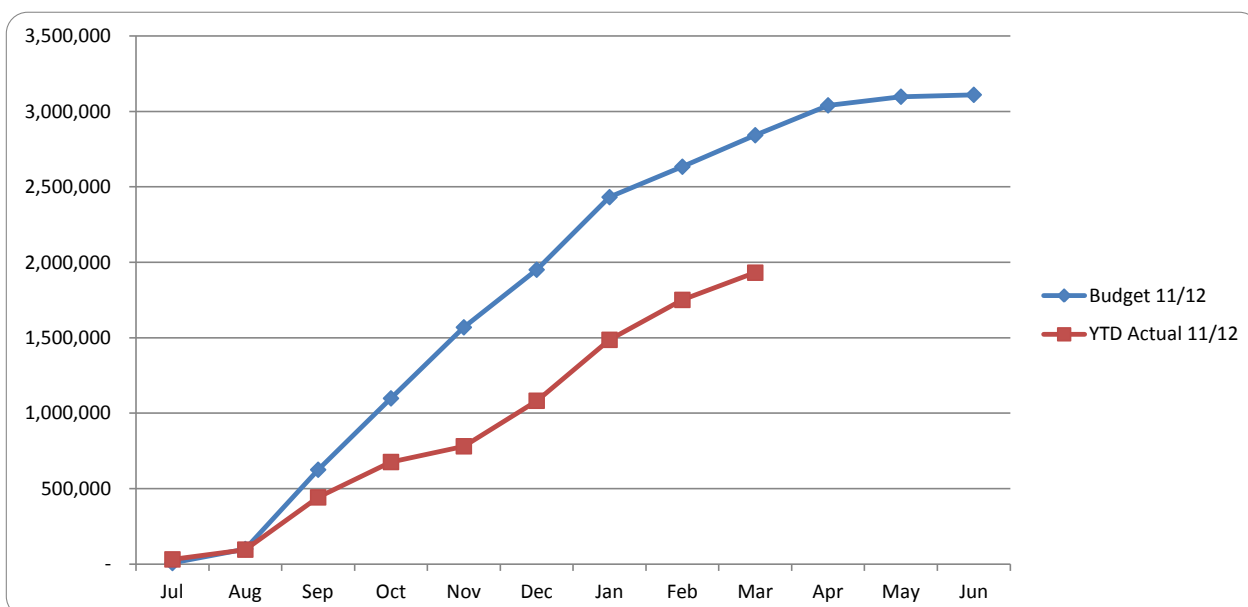
SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

Graphical Representation - Source Statement of Financial Activity

Capital Budget v Actual - REVENUE



Capital Budget v Actual - EXPENDITURE



SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

Statement of Financial Activity - Reportable Variances

REVENUES/SOURCES

| | | |
|-----------------------------|-------|----------------------------------------------------------------------------------|
| Governance | 31% | Additional receipt of \$50,000 from Three Springs & Morowa for Planning |
| Health | (97%) | Maternal & Infant Health Lotterywest grant yet to be received |
| Education & Welfare | 227% | Unbudgeted Lotterywest Grant of \$7,157.70 received for Senior Citizens Building |
| Housing | 26% | Insurance claim income and greater than expected rental income from properties |
| Community Amenities | (49%) | Community Bus contributions yet to be received |
| Transport | (44%) | Regional Road Group & Roads to Recoveries claims to be made once works completed |
| Economic Services | 73% | Numberous minor amounts |
| Other Property and Services | 159% | Higher than anticipated Private Works undertaken |

(EXPENSES)/(APPLICATIONS)

| | | |
|---------------------------|-------|---------------------------------------------------------------------------|
| Governance | (17%) | Termination of Amalgamation Project |
| General Purpose Funding | (32%) | Lower than expected expenditure to date |
| Law, Order, Public Safety | (37%) | Lower than expected expenditure to date |
| Education & Welfare | (44%) | Lower than expected expenditure on Senior Citizens Building |
| Community Amenities | (29%) | Lower than expected expenditure to date |
| Economic Services | (20%) | Slightly less expenditure throughout Schedule 13 - timing variations |
| Other Property & Services | 24% | Some Miss Posting in the MWLGSA Over Head Accounts - to be fixed in March |

ADJUSTMENTS FOR NON CASH (REVENUE) & EXPENDITURE

| | | |
|----------------------------------|-----|-----------------------------------------------------------|
| (Profit)/Loss on Asset Disposals | 42% | Not all new assets acquired and subsequent disposals made |
|----------------------------------|-----|-----------------------------------------------------------|

CAPITAL EXPENDITURE AND INCOME

| | | |
|-------------------------------------------|-------|-------------------------------------------------------------------------------|
| Purchase Land & Buildings | (28%) | Works at Rec Centre and Maternal & Infant Health Clinic yet to be carried out |
| Purchase Furniture & Equipment | (71%) | Administration Carpeting yet to be completed |
| Purchase Plant & Equipment | (21%) | Not all new plant assets acquired |
| Purchase Infrastructure Assets - Roads | (43%) | Sealing program has gone to tender and about to commence |
| Proceeds from disposal of Asset | (57%) | Not all new assets acquired and subsequent disposals made |
| Transfers to Reserves (Restricted Assets) | 546% | Better than expected interest earned |

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

1. SIGNIFICANT ACCOUNTING POLICIES

The significant accounting policies which have been adopted in the preparation of this statement of financial activity are:

(a) Basis of Accounting

This statement is a special purpose financial report, prepared in accordance with applicable Australian Accounting Standards, other mandatory professional reporting requirements and the Local Government Act 1995 (as amended) and accompanying regulations (as amended).

(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 9.

(c) Rounding Off Figures

All figures shown in this statement, other than a rate in the dollar, 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

In accordance with recommended practice, revenues, expenses and assets capitalised are stated net of any GST recoverable. Receivables and payables are stated inclusive of applicable GST.

(f) Cash and Cash Equivalents

Cash and cash equivalents comprise cash at bank and in hand and short-term deposits that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value.

For the purposes of the Cash Flow Statement, cash and cash equivalents consist of cash and cash equivalents as defined above, net of outstanding bank overdrafts. Bank overdrafts are included as short-term borrowings in current liabilities.

(g) Trade and Other Receivables

Trade receivables, which generally have 30 - 90 day terms, are recognised initially at fair value and subsequently measured at amortised cost using the effective interest rate method, less any allowance for uncollectible amounts.

Collectibility of trade 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.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(h) Inventories

General

Inventories are valued 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.

Inventories held from trading are classified as current even if not expected to be realised in the next 12 months.

Land Held for Resale

Land purchased for development and/or resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development and interest incurred on the financing of that land during its development. Interest and holding charges incurred after development is complete are recognised as expenses.

Revenue arising from the sale of property is recognised in the operating statement as at the time of signing a binding contract of sale.

Land held for resale 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.

(g) 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 periods are:

| | |
|----------------------------------------|-----------------|
| Buildings | 30 to 50 years |
| Furniture and Equipment | 4 to 10 years |
| Plant and Equipment | 5 to 15 years |
| Sealed roads and streets | |
| clearing and earthworks | not depreciated |
| construction/road base | 50 years |
| original surfacing and | |
| major re-surfacing | |
| - bituminous seals | 20 years |
| - asphalt surfaces | 25 years |
| Gravel roads | |
| clearing and earthworks | not depreciated |
| construction/road base | 50 years |
| gravel sheet | 10 years |
| Formed roads (unsealed) | |
| clearing and earthworks | not depreciated |
| construction/road base | 50 years |
| Footpaths - slab | 40 years |
| Sewerage piping | 100 years |
| Water supply piping & drainage systems | 75 years |

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(k) Impairment

In accordance with Australian Accounting Standards the Council's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an estimate of the recoverable amount of the asset is made in accordance with AASB 136 "Impairment of Assets" and appropriate adjustments made.

An impairment loss is recognised whenever the carrying amount of an asset or its cash-generating unit exceeds its recoverable amount. Impairment losses are recognised in the Income Statement.

For non-cash generating assets such as roads, drains, public buildings and the like, value in use is represented by the depreciated replacement cost of the asset.

At the time of preparing this report, it is not possible to estimate the amount of impairment losses (if any) as at 30 June 2012.

In any event, an impairment loss is a non-cash transaction and consequently, has no impact on the Monthly Statement of Financial Position from a budgetary perspective.

(l) Trade and Other Payables

Trade and other payables are carried at amortised cost. They represent liabilities for goods and services provided to the Municipality prior to the end of the financial year that are unpaid and arise when the Municipality becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured and are usually paid within 30 days of recognition.

(m) 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 municipality 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 Council expects to pay and includes related on-costs.

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

(n) 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.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

(o) 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 item included in the same class of obligations may be small.

(p) 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 AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

2. STATEMENT OF OBJECTIVE

In order to discharge its responsibilities to the community, the Shire has developed a set of operational and financial objectives. These objectives have been established both on an overall basis and for each of its broad activities/programs.

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

GOVERNANCE

Objective: To provide a decision making process for the efficient allocation of scarce resources.

Activities: Administration and operation of facilities and services to members of council:
Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.

GENERAL PURPOSE FUNDING

Objective: To collect revenue to fund provision of services.

Activities: Rates, general purpose government grants and interest revenue.

LAW, ORDER, PUBLIC SAFETY

Health: To ensure a safer community in which to live.

Activities: Supervision of various local laws, fire prevention, emergency services and animal control.

HEALTH

Objective: To provide an operational framework for good community health.

Activities: Food quality and pest control, maintenance of child health centre, doctors surgery and dental clinic.

EDUCATION AND WELFARE

Objective: To support the needs of the community in education and welfare.

Activities: Assistance to playgroup, youth advisory committee and other voluntary services.

HOUSING

Objective: Provide adequate housing to attract and retain staff and non-staff.

Activities: Maintenance of council owned housing.

COMMUNITY AMENITIES

Objective: Provide services as required by the community.

Activities: Rubbish collection services, tip operation, noise control, town planning administration, cemetery maintenance, storm water drainage, FM radio retransmitter maintenance and mobile phone installation.

RECREATION AND CULTURE

Objective: To establish and efficiently manage infrastructure and resources which will help the social well being of the community.

Activities: Maintenance of halls, swimming pool, library, parks, gardens and reserves.

TRANSPORT

Objective: To provide effective and efficient transport services to the community.

Activities: Construction and maintenance of streets, roads, bridges, cleaning and lighting of streets, traffic signs, depot maintenance and airstrip maintenance.

ECONOMIC SERVICES

Objective: To help promote the Shire and improve its economic well being

Activities: Regulation and provision of tourism, area promotion, building control, noxious weeds, vermin control, plant nursery and standpipes

OTHER PROPERTY & SERVICES

Activities: Private works, plant repairs

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

| | 31 March, 2012 Actual \$ | 2011/2012 Budget \$ |
|-------------------------------------------------------------------------|--------------------------------|---------------------------|
| 3. ACQUISITION OF ASSETS | | |
| The following assets have been acquired during the period under review: | | |
| <u>By Program</u> | | |
| Governance | | |
| Purchase Plant & Equipment | 30,225.27 | 86,000 |
| Computer Development | 6,423.64 | 6,000 |
| Furniture & Equipment | 0.00 | 32,500 |
| Health | | |
| Buildings | 0.00 | 28,500 |
| Housing | | |
| Buildings | 304,840.75 | 285,000 |
| Land & Buildings | 10,152.00 | 19,500 |
| Community Amenities | | |
| Furniture & Equipment | 111.84 | 17,000 |
| Plant & Equipment | 0.00 | 126,700 |
| Recreation and Culture | | |
| Buildings | 5,878.50 | 100,000 |
| Furniture & Equipment | 0.00 | 5,000 |
| Purchase Plant & Equipment | 11,535.14 | 16,500 |
| Furniture & Equipment | 2,925.87 | 3,000 |
| Transport | | |
| Infrastructure - Roads | 753,843.98 | 1,739,520 |
| Footpaths Construction | 0.00 | 20,000 |
| Purchase Plant & Equipment | 514,411.77 | 627,400 |
| Tools & Equipment | 13,631.28 | 19,000 |
| Other Property and Services | | |
| Industrial Area Development Costs | 42,456.87 | 45,000 |
| Land & Buildings | 0.00 | 5,000 |
| | <u>1,696,436.91</u> | <u>3,181,620</u> |

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

| | 31 March, 2012 Actual \$ | 2011/2012 Budget \$ |
|-------------------------------------------------------------------------|--------------------------------|---------------------------|
| 3. ACQUISITION OF ASSETS | | |
| The following assets have been acquired during the period under review: | | |
| <u>By Class</u> | | |
| Land Held for Resale | 42,456.87 | 45,000 |
| Land and Buildings | 320,871.25 | 438,000 |
| Furniture and Equipment | 9,461.35 | 63,500 |
| Plant and Equipment | 569,803.46 | 875,600 |
| Infrastructure Assets - Roads | 753,843.98 | 1,739,520 |
| Infrastructure Assets - Footpaths | 0.00 | 20,000 |
| Infrastructure Assets - Bridges | 0.00 | 0 |
| Infrastructure Assets - Drainage/Floodways | 0.00 | 0 |
| Infrastructure Assets - Recreation Areas | 0.00 | 0 |
| | <u>1,696,436.91</u> | <u>3,181,620</u> |

A detailed breakdown of acquisitions on an individual asset basis can be found in the supplementary information attached to this statement as follows:

- plant replacement programme
- other assets
- road replacement programme
- other infrastructure

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

4. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

| By Program | Net Book Value | Net Book Value | Sale Proceeds | Sale Proceeds | Profit(Loss) | Profit(Loss) |
|--------------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| | 2011 / 2012 BUDGET | 2011 / 2012 ACTUAL | 2011 / 2012 BUDGET | 2011 / 2012 ACTUAL | 2011 / 2012 BUDGET | 2011 / 2012 ACTUAL |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| Governance | | | | | | |
| Admin Vehicle (MI 177) | 12,044 | 10,948 | 8,000 | 11,455 | (4,044) | 507 |
| CEO Vehicle (1 MI) | 50,637 | 0 | 47,000 | 0 | (3,637) | 0 |
| Transport | | | | | | |
| Truck (Prime-mover) (MI 4484) | 95,992 | 87,850 | 75,000 | 61,234 | (20,992) | (26,616) |
| Truck (Prime-mover) (MI 4485) | 95,993 | 86,201 | 75,000 | 75,871 | (20,993) | (10,330) |
| Works Manager Vehicle (MI 108) | 33,332 | 0 | 35,000 | 0 | 1,668 | 0 |
| Ute (MI 372) | 8,222 | 6,935 | 12,500 | 6,909 | 4,278 | (26) |
| Ute (MI 278) | 11,026 | 0 | 12,500 | 0 | 1,474 | 0 |
| Ute (MI 599) | 15,061 | 0 | 9,000 | 0 | (6,061) | 0 |
| Sale of Pig Trailer (MI 3196) | 0 | 0 | 15,000 | 0 | 15,000 | 0 |
| Sale of Dolly (MI 3396) | 2,306 | 0 | 10,000 | 0 | 7,694 | 0 |
| Other Property & Services | | | | | | |
| Light Industrial Blocks | 60,000 | 0 | 60,000 | 0 | 0 | 0 |
| | 384,613 | 191,934 | 359,000 | 155,469 | (25,613) | (36,465) |

| By Class | Net Book Value | Net Book Value | Sale Proceeds | Sale Proceeds | Profit(Loss) | Profit(Loss) |
|--------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| | 2011 / 2012 BUDGET | 2011 / 2012 ACTUAL | 2011 / 2012 BUDGET | 2011 / 2012 ACTUAL | 2011 / 2012 BUDGET | 2011 / 2012 ACTUAL |
| | \$ | \$ | \$ | \$ | \$ | \$ |
| Land & Buildings | | | | | | |
| Light Industrial Blocks | 60,000 | 0 | 60,000 | 0 | 0 | 0 |
| Plant & Equipment | | | | | | |
| Admin Vehicle (MI 177) | 12,044 | 10,948 | 8,000 | 11,455 | (4,044) | 507 |
| CEO Vehicle (1 MI) | 50,637 | 0 | 47,000 | 0 | (3,637) | 0 |
| Truck (Prime-mover) (MI 4484) | 95,992 | 87,850 | 75,000 | 61,234 | (20,992) | (26,616) |
| Truck (Prime-mover) (MI 4485) | 95,993 | 86,201 | 75,000 | 75,871 | (20,993) | (10,330) |
| Works Manager Vehicle (MI 108) | 33,332 | 0 | 35,000 | 0 | 1,668 | 0 |
| Ute (MI 372) | 8,222 | 6,935 | 12,500 | 6,909 | 4,278 | (26) |
| Ute (MI 278) | 11,026 | 0 | 12,500 | 0 | 1,474 | 0 |
| Ute (MI 599) | 15,061 | 0 | 9,000 | 0 | (6,061) | 0 |
| Sale of Pig Trailer (MI 3196) | 0 | 0 | 15,000 | 0 | 15,000 | 0 |
| Sale of Dolly (MI 3396) | 2,306 | 0 | 10,000 | 0 | 7,694 | 0 |
| | 384,613 | 191,934 | 359,000 | 155,469 | (25,613) | (36,465) |

Summary

Loss on Asset Disposals
Profit on Asset Disposals

| 2011 / 2012 BUDGET | 31/3/2012 ACTUAL |
|-------------------------------|-----------------------------|
| \$ | \$ |
| 30,114 | 507 |
| (55,727) | (36,972) |
| (25,613) | (36,465) |

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

5. INFORMATION ON BORROWINGS

(a) Debenture Repayments

| Particulars | Principal 1 Jul 11 | New Loans | | Principal Repayments | | Principal Outstanding | | Interest Repayments | |
|-------------------------------------|-----------------------|--------------|--------------|-------------------------|--------------|--------------------------|--------------|------------------------|--------------|
| | | Actual \$ | Budget \$ | Actual \$ | Budget \$ | Actual \$ | Budget \$ | Actual \$ | Budget \$ |
| Education & Welfare | | | | | | | | | |
| Loan 137 - Senior Citizens Building | 118,080 | 0 | 0 | 1,862 | 3,781 | 116,218 | 114,299 | 3,592 | 7,129 |
| Housing | | | | | | | | | |
| Loan 133 - Triplex (+) | 119,821 | 0 | 0 | 8,127 | 8,127 | 111,694 | 111,694 | 8,047 | 8,048 |
| Loan 134 - S/C Housing (+) | 75,729 | 0 | 0 | 4,161 | 4,161 | 71,568 | 71,568 | 4,639 | 4,640 |
| Loan 136 - Staff Housing (#) | 150,614 | | 0 | 5,653 | 5,653 | 144,961 | 144,961 | 4,834 | 9,581 |
| Loan 142 - Staff Housing | 0 | 100,000 | 100,000 | 0 | 0 | 100,000 | 100,000 | 0 | 0 |
| Recreation & Culture | | | | | | | | | |
| Loan 138 - Pavilion Fit-Out | 113,355 | 0 | 0 | 1,788 | 3,630 | 111,567 | 109,725 | 3,449 | 6,844 |
| Transport | | | | | | | | | |
| Loan 135 - Plant Purchases | 25,688 | 0 | 0 | 25,688 | 25,688 | 0 | 0 | 855 | 854 |
| Loan 139 - Roller | 100,862 | 0 | 0 | 10,800 | 10,800 | 90,062 | 90,062 | 6,515 | 6,515 |
| Loan 140 - Skid Steer | 13,984 | 0 | 0 | 6,907 | 13,984 | 7,077 | 0 | 354 | 540 |
| Loan 141 - Grader | 208,108 | 0 | 0 | 17,943 | 17,943 | 190,165 | 190,165 | 12,616 | 12,616 |
| Loan 143 - Trucks | 0 | 250,000 | 250,000 | 0 | 0 | 250,000 | 250,000 | 0 | 0 |
| Loan 144 - Trailer | 0 | 100,000 | 100,000 | 0 | 0 | 100,000 | 100,000 | 0 | 0 |
| | 926,241 | 450,000 | 450,000 | 82,928 | 93,767 | 1,293,313 | 1,282,474 | 44,901 | 56,767 |

(+) Loan financed by rental proceeds received from tenants.

(#) Loan financed from rental proceeds received from staff (subsidised) or third party tenants.

All other debenture repayments are to be financed by general purpose revenue.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

5. INFORMATION ON BORROWINGS (Continued)

(b) New Debentures - 2011 / 2012

| Particulars/Purpose | Amount Borrowed | | Institution | Loan Type | Term (Years) | Total Interest & Charges | Interest Rate | Amount Used | | Balance Unspent \$ |
|--------------------------|-----------------|---------|-------------|-----------|--------------|--------------------------|---------------|-------------|---------|--------------------|
| | Actual | Budget | | | | | | Actual | Budget | |
| Loan 142 - Staff Housing | 0 | 100,000 | Unknown | Debenture | 10 | 27,500 | 5.01% | 100,000 | 100,000 | 0 |
| Loan 143 - Trucks | 0 | 250,000 | Unknown | Debenture | 5 | 39,500 | 4.72% | 250,000 | 250,000 | 0 |
| Loan 144 - Trailer | 0 | 100,000 | Unknown | Debenture | 10 | 27,500 | 5.01% | 100,000 | 100,000 | 0 |

(c) Unspent Debentures

Council had no unspent debentures at 30 June, 2011 nor is it expected to have unspent debenture funds as at 30 June, 2012.

(d) Overdraft

Council has an overdraft facility of \$200,000 with National Australia Bank of which Nil was utilised at 30 June 2011. It is anticipated that this facility will not be utilised during the 2011 / 2012 financial year.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

| | 31 March, 2012 Actual \$ | 2011/2012 Budget \$ |
|---------------------------------------------|--------------------------------|---------------------------|
| 6. RESERVES | | |
| Cash Backed Reserves | | |
| (a) Land and Building Reserve | | |
| Opening Balance | 242,830 | 242,830 |
| Amount Set Aside / Transfer to Reserve | 6,027 | 5,450 |
| Amount Used / Transfer from Reserve | (100,000) | (185,000) |
| | <u>148,857</u> | <u>63,280</u> |
| (b) Sportsground Improvement Reserve | | |
| Opening Balance | 2,362 | 2,362 |
| Amount Set Aside / Transfer to Reserve | 80 | 105 |
| Amount Used / Transfer from Reserve | - | - |
| | <u>2,441</u> | <u>2,467</u> |
| (c) Plant Replacement Reserve | | |
| Opening Balance | 129,371 | 129,371 |
| Amount Set Aside / Transfer to Reserve | 4,363 | 2,900 |
| Amount Used / Transfer from Reserve | (120,000) | (120,000) |
| | <u>13,733</u> | <u>12,271</u> |
| (d) Accrued Leave Reserve | | |
| Opening Balance | 41,537 | 41,536 |
| Amount Set Aside / Transfer to Reserve | 1,401 | 1,840 |
| Amount Used / Transfer from Reserve | - | - |
| | <u>42,938</u> | <u>43,376</u> |
| (e) Aged Persons Units Reserve | | |
| Opening Balance | 34,295 | 34,295 |
| Amount Set Aside / Transfer to Reserve | 1,157 | 1,450 |
| Amount Used / Transfer from Reserve | - | (17,500) |
| | <u>35,451</u> | <u>18,245</u> |
| (f) Street Light Upgrade Reserve | | |
| Opening Balance | 12,538 | 12,539 |
| Amount Set Aside / Transfer to Reserve | 423 | 500 |
| Amount Used / Transfer from Reserve | - | - |
| | <u>12,961</u> | <u>13,039</u> |
| (g) Painted Road Reserve | | |
| Opening Balance | 3,679 | 3,678 |
| Amount Set Aside / Transfer to Reserve | 124 | 165 |
| Amount Used / Transfer from Reserve | - | - |
| | <u>3,803</u> | <u>3,843</u> |
| (h) Industrial Area Reserve | | |
| Opening Balance | 14,165 | 14,164 |
| Amount Set Aside / Transfer to Reserve | 478 | 200 |
| Amount Used / Transfer from Reserve | - | (10,000) |
| | <u>14,642</u> | <u>4,364</u> |

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

| | 31 March, 2012 Actual \$ | 2011/2012 Budget \$ |
|-------------------------------------------------|--------------------------------|---------------------------|
| 6. RESERVES (Continued) | | |
| (i) Environmental Rehabilitation Reserve | | |
| Opening Balance | 25,179 | 25,179 |
| Amount Set Aside / Transfer to Reserve | 849 | 1,000 |
| Amount Used / Transfer from Reserve | - | (10,000) |
| | <u>26,028</u> | <u>16,179</u> |
| (j) RTC/PO/NAB Reserve | | |
| Opening Balance | 17,662 | 17,662 |
| Amount Set Aside / Transfer to Reserve | 596 | 775 |
| Amount Used / Transfer from Reserve | - | - |
| | <u>18,258</u> | <u>18,437</u> |
| Total Cash Backed Reserves | <u>319,112</u> | <u>195,501</u> |

All of the above reserve accounts are to be supported by money held in financial institutions.

Council have a policy of annual revaluation of road infrastructure. The amount of any revaluation adjustment at 30 June 2011 is not known. Any transfer to or from an asset revaluation reserve will be a non-cash transaction and as such, has no impact on this budget document.

**Summary of Transfers
To Cash Backed Reserves**

Transfers to Reserves

| | | |
|--------------------------------------|---------------|---------------|
| Land and Buildings Reserve | 6,027 | 5,450 |
| Sports Ground Improvement Reserve | 80 | 105 |
| Plant Replacement Reserve | 4,363 | 2,900 |
| Accrued Leave Reserve | 1,401 | 1,840 |
| Aged Persons Units Reserve | 1,157 | 1,450 |
| Street Light Upgrade Reserve | 423 | 500 |
| Painted Road Reserve | 124 | 165 |
| Industrial Area Development Reserve | 478 | 200 |
| Environmental Rehabilitation Reserve | 849 | 1,000 |
| RTC/PO/NAB Reserve | 596 | 775 |
| | <u>15,496</u> | <u>14,385</u> |

Transfers from Reserves

| | | |
|--------------------------------------|------------------|------------------|
| Land and Buildings Reserve | (100,000) | (185,000) |
| Sports Ground Improvement Reserve | 0 | 0 |
| Plant Replacement Reserve | (120,000) | (120,000) |
| Accrued Leave Reserve | 0 | 0 |
| Aged Persons Units Reserve | 0 | (17,500) |
| Street Light Upgrade Reserve | 0 | 0 |
| Painted Road Reserve | 0 | 0 |
| Industrial Area Development Reserve | 0 | (10,000) |
| Environmental Rehabilitation Reserve | 0 | (10,000) |
| RTC/PO/NAB Reserve | 0 | 0 |
| | <u>(220,000)</u> | <u>(342,500)</u> |

| | | |
|------------------------------------------|------------------|------------------|
| Total Transfer to/(from) Reserves | <u>(204,504)</u> | <u>(328,115)</u> |
|------------------------------------------|------------------|------------------|

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

In accordance with council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

Land & Building Reserve

- to be used for the acquisition, construction and maintenance of land and buildings.

Plant Replacement Reserve

- to be used for the purchase of plant.

Accrued Leave Reserve

- to be used to fund annual and long service leave requirements.

Aged Persons' Units Reserve

- to be used for the funding of future operating shortfalls of the aged persons' units in accordance with the management agreement Council has with Homeswest.

Street Light Upgrade Reserve

- to be used for the upgrade of street lights in the town of Mingenew.

Painted Road Reserve

- to be used for the painted road and associated projects.

Industrial Area Development Reserve

- to be used for the development of the industrial area.

Environmental Rehabilitation Reserve

- to be used for the rehabilitation of Gravel Pits.

RTC/PO/NAB Reserve

- to be used for the maintenance and upkeep of the Rural Transaction Centre

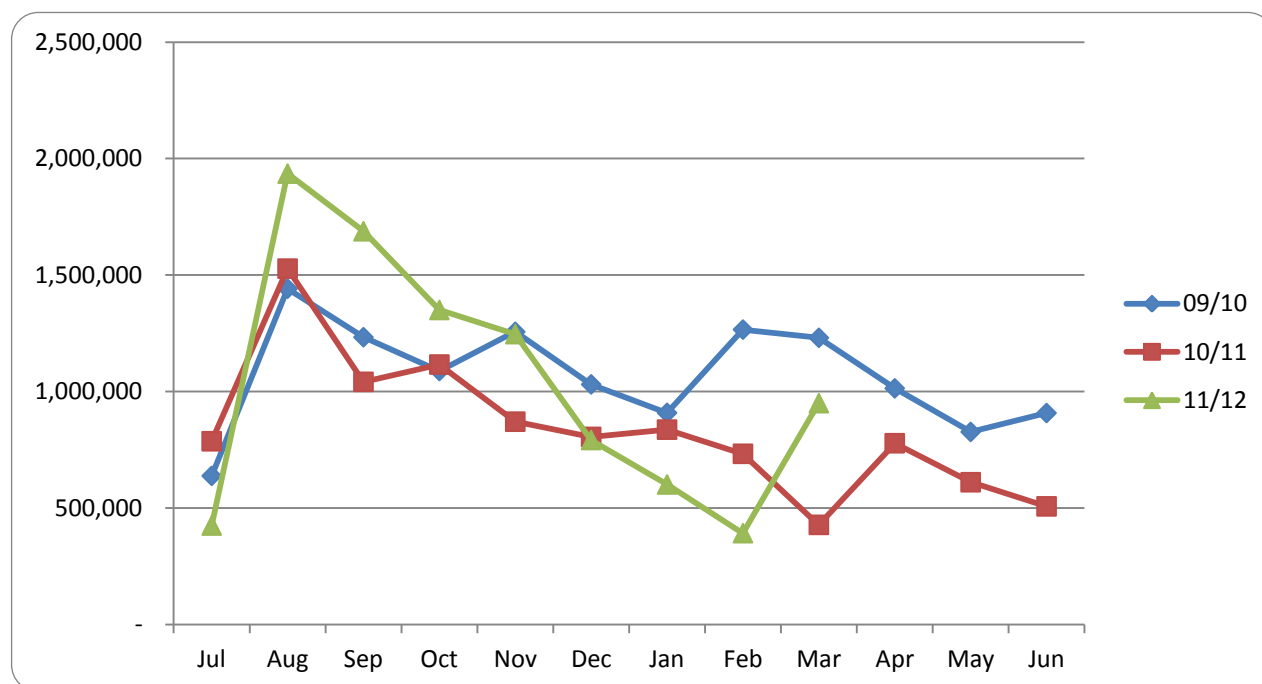
None of the above Reserves are expected to be used within a set period as it is envisaged that further transfers to the reserve accounts will occur as funds are utilised.

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

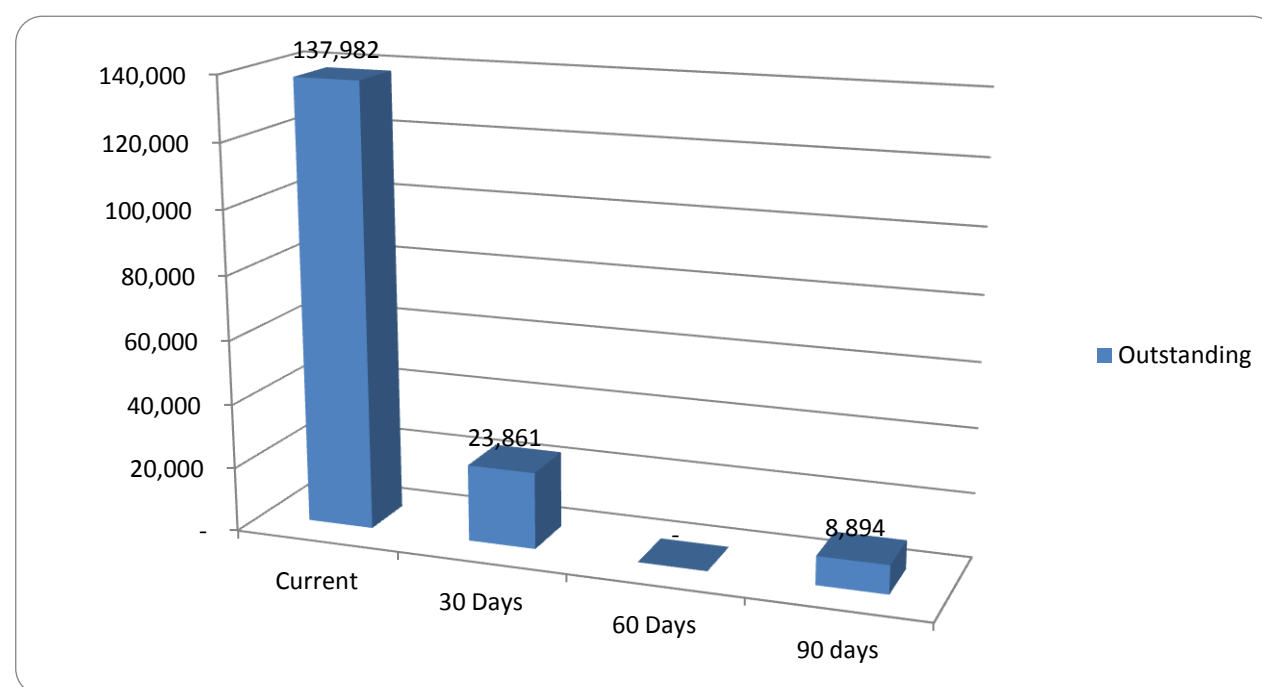
| | 31 March, 2012 Actual \$ | Brought Forward 1-Jul-11 \$ |
|------------------------------------------------------------|--------------------------------|-----------------------------------|
| 7. NET CURRENT ASSETS | | |
| Composition of Estimated Net Current Asset Position | | |
| CURRENT ASSETS | | |
| Cash - Unrestricted | 674,602 | 355,956 |
| Cash - Restricted (Reserves) | 319,112 | 523,616 |
| Cash - Restricted (Unspent Grants) | 28,987 | 103,987 |
| Cash - Restricted (Unspent Loans) | - | - |
| Receivables | | |
| - Rates Outstanding | 76,249 | 21,974 |
| - Sundry Debtors | 169,041 | 89,397 |
| - Emergency Services Levy | - | - |
| - Provision for doubtful debt | - | - |
| - GST Receivable | - | 29,517 |
| Inventories | 18,883 | 19,758 |
| | <u>1,286,874</u> | <u>1,144,205</u> |
| LESS: CURRENT LIABILITIES | | |
| Payables | | |
| - Sundry Creditors | (17,260) | (90,333) |
| - GST Payable | - | (10,438) |
| - PAYG/Withholding Tax Payable | - | (12,298) |
| | <u>(17,260)</u> | <u>(113,069)</u> |
| NET CURRENT ASSET POSITION | 1,269,614 | 1,031,136 |
| Less: Cash - Reserves - Restricted | (319,112) | (523,616) |
| Less: Cash - Restricted/Committed | <u>-</u> | <u>-</u> |
| ESTIMATED SURPLUS/(DEFICIENCY) C/FWD | <u><u>950,502</u></u> | <u><u>507,520</u></u> |

SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

7.1 Graphical Representation - Liquidity over the Year



7.2 Graphical Representation - Debtors Outstanding



SHIRE OF MINGENEW

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

8. RATING INFORMATION - 2011 / 2012 FINANCIAL YEAR

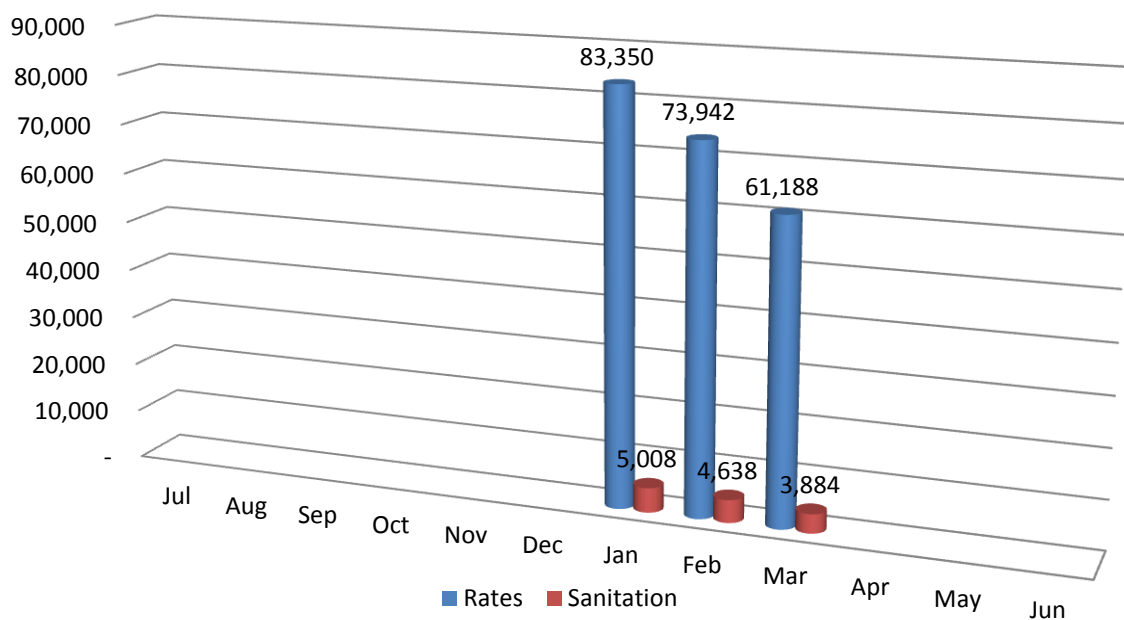
| RATE TYPE | Rate in \$ | Number of Properties | Rateable Value \$ | 2011/2012 Rate Revenue \$ | 2011/2012 Interim Rates \$ | 2011/2012 Back Rates \$ | 2011/2012 Total Revenue \$ | 2011/2012 Budget \$ |
|--------------------------|-------------------|----------------------|-------------------|---------------------------|----------------------------|-------------------------|----------------------------|---------------------|
| General Rate | | | | | | | | |
| GRV - Townsites | 9.7487 | 143 | 952,796 | 92,885 | (330) | 0 | 92,555 | 92,885 |
| UV - Rural/Mining | 10.6340 | 130 | 98,031,296 | 1,042,465 | (385) | 0 | 1,042,080 | 1,042,465 |
| Sub-Totals | | 273 | 98,984,092 | 1,135,350 | (715) | 0 | 1,134,635 | 1,135,350 |
| Minimum Rates | Minimum \$ | | | | | | | |
| GRV - Townsites | 330 | 84 | 41,356 | 27,720 | 0 | 0 | 27,720 | 27,720 |
| UV - Rural/Mining | 450 | 23 | 207,458 | 10,350 | 0 | 0 | 10,350 | 10,350 |
| Sub-Totals | | 107 | 248,814 | 38,070 | 0 | 0 | 38,070 | 38,070 |
| Rates Written-Off | | | | | | | 0 | 0 |
| Ex-Gratia Rates | | | | | | | 17,801 | 17,800 |
| Movement in Excess Rates | | | | | | | (2,303) | 0 |
| Totals | | | | | | | 1,188,203 | 1,191,220 |

All land except exempt land in the Shire of Mingenew is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2011 / 2012 financial year have been determined by Council on the basis budget and the estimated revenue to be received from all sources of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

8.1 Rates Outstanding



SHIRE OF MINGENEW
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

9. TRUST FUNDS

Funds held at balance date over which the Municipality has no control and which are not included in the financial statements are as follows:

| Detail | Balance 01-Jul-11 \$ | Amounts Received \$ | Amounts Paid (\$) | Balance \$ |
|---------------------------------------|----------------------------|---------------------------|-------------------------|---------------|
| BCITF Levy | 0 | 1,083 | 0 | 1,083 |
| BRB Levy | 0 | 191 | 0 | 191 |
| Centenary/Autumn Committee | 1,674 | 60 | 0 | 1,734 |
| Community Bus | 500 | 0 | 0 | 500 |
| Cool Room Bonds | 0 | 125 | 0 | 125 |
| Donations CWA | 0 | 0 | 0 | 0 |
| Farm Water Scheme | 756 | 0 | 0 | 756 |
| Industrial Land Bonds | 16,550 | 0 | (14,550) | 2,000 |
| Mingenew Cemetery Group | 366 | 0 | 0 | 366 |
| Mingenew District Christmas Tree Fund | (8) | 0 | 0 | -8 |
| Mingenew Water Rights | 200 | 0 | (200) | 0 |
| Nomination Fees | 0 | 320 | (320) | 0 |
| Other Bonds | 5,909 | 0 | (520) | 5,389 |
| Paul Starick Transpot | 0 | 0 | 0 | 0 |
| Police Licensing | 0 | 47,227 | (47,227) | 0 |
| Sinosteel Community Trust Fund | 55,035 | 0 | 0 | 55,035 |
| Tree Planter - LCDC | 288 | 0 | 0 | 288 |
| Weary Dunlop Memorial | 1,600 | 0 | 0 | 1,600 |
| Youth Advisory Council | 2,319 | 0 | 0 | 2,319 |
| | <u>85,189</u> | | | <u>71,378</u> |

10. CASH / INVESTMENTS SUMMARY

Investments

| Financial Institution | Fund | Date Invested | Investment Amount \$ | Interest Rate % | Maturity Date | 31 March 2012 Actual \$ |
|-----------------------|------|------------------|----------------------------|-----------------------|------------------|----------------------------------|
|-----------------------|------|------------------|----------------------------|-----------------------|------------------|----------------------------------|

Cash at Bank

| Financial Institution | Fund | Total Cash at Bank | O/S Deposits | O/S Cheques | Adjustment | 31 March 2012 Actual \$ |
|-------------------------|-----------------|--------------------------|-----------------|----------------|------------------|----------------------------------|
| National Australia Bank | Muni | 73,038 | 4,364 | (5,279) | 1,392 | 73,515 |
| National Australia Bank | Trust | 71,413 | - | - | (35) | 71,378 |
| | | | Interest | | Transfers | |
| National Australia Bank | Maxi Investment | 629,773 | - | - | - | 629,773 |
| National Australia Bank | Reserve Maxi | 319,112 | - | - | - | 319,112 |

11. SUPPLEMENTARY INFORMATION

May include (not exhaustive) the following:

- Income Statement By Nature & Type;
- Income Statement By Program;
- Balance Sheet;
- Statement of Changes in Equity;
- Debtors listings;
- Creditors listings;
- Cash/Investment summaries;
- Plant reports;
- Ratio analysis; and
- Other information considered relevant.

Schedule/Program Balances

SHIRE OF MINGENEW

INCOME STATEMENT

BY NATURE OR TYPE

FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

| | NOTE | 31/03/2012 Actual \$ | 2011 / 2012 Budget \$ |
|------------------------------------------------------|-------------|-------------------------------------|--------------------------------------|
| REVENUES FROM ORDINARY ACTIVITIES | | | |
| Rates | 8 | 1,189,364 | 1,173,420 |
| Operating Grants, Subsidies and Contributions | | 1,186,841 | 1,341,976 |
| Non-Operating Grants, Subsidies and Contributions | | 309,708 | 1,287,291 |
| Profit on Asset Disposals | | - | 30,114 |
| Proceeds on Disposal of Assets | # | 52,703 | - |
| Service Charges | | - | - |
| Fees and Charges | | 277,809 | 234,629 |
| Interest Earnings | | 41,141 | 39,490 |
| Other Revenue | | 363,588 | 12,500 |
| | | <u>3,421,154</u> | <u>4,119,420</u> |
| EXPENSES FROM ORDINARY ACTIVITIES | | | |
| Employee Costs | | (648,614) | (859,681) |
| Materials and Contracts | | (680,444) | (1,213,443) |
| Utility Charges | | (72,416) | (123,954) |
| Depreciation | | (947,272) | (375,770) |
| Loss on Asset Disposals | | (36,466) | (55,727) |
| Interest Expenses | | (33,236) | (56,767) |
| Insurance | | (150,448) | (151,909) |
| Other Expenditure | | (392,078) | (82,800) |
| | | <u>(2,960,974)</u> | <u>(2,920,051)</u> |
| NET RESULT | | 460,176 | 1,199,369 |

SHIRE OF MINGENEW

INCOME STATEMENT

BY PROGRAM

FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

| | 31/03/12 | 31/03/12 | 2011/12 |
|----------------------------------|---------------------|---------------------|---------------------|
| | Y-T-D Actual | Y-T-D Budget | Total Budget |
| | \$ | \$ | \$ |
| OPERATING REVENUES | | | |
| Governance | 120,766 | 91,887 | 106,540 |
| General Purpose Funding | 1,857,617 | 1,849,824 | 1,961,758 |
| Law, Order, Public Safety | 20,486 | 20,221 | 25,535 |
| Health | 887 | 25,774 | 26,040 |
| Education and Welfare | 9,839 | 3,006 | 4,025 |
| Housing | 64,641 | 51,165 | 68,229 |
| Community Amenities | 83,581 | 163,199 | 164,150 |
| Recreation and Culture | 63,251 | 66,196 | 121,740 |
| Transport | 970,073 | 1,727,355 | 1,919,803 |
| Economic Services | 11,485 | 6,633 | 8,900 |
| Other Property and Services | 218,527 | 84,501 | 112,700 |
| | <u>3,421,153</u> | <u>4,089,761</u> | <u>4,519,420</u> |
| OPERATING EXPENSES | | | |
| Governance | (309,283) | (370,530) | (456,560) |
| General Purpose Funding | (22,774) | (33,543) | (44,749) |
| Law, Order, Public Safety | (47,617) | (75,276) | (100,444) |
| Health | (31,345) | (27,855) | (49,678) |
| Education and Welfare | (16,741) | (30,156) | (42,316) |
| Housing | (104,259) | (113,448) | (143,956) |
| Community Amenities | (61,070) | (85,852) | (111,258) |
| Recreation & Culture | (596,204) | (600,088) | (882,378) |
| Transport | (1,546,250) | (1,449,993) | (1,212,838) |
| Economic Services | (111,247) | (139,654) | (182,989) |
| Other Property and Services | (114,187) | (92,024) | (92,884) |
| | <u>(2,960,977)</u> | <u>(3,018,419)</u> | <u>(3,320,050)</u> |
| NET PROFIT OR LOSS/RESULT | <u>460,176</u> | <u>1,071,342</u> | <u>1,199,370</u> |

SHIRE OF MINGENEW

BALANCE SHEET

FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

| | 31 March, 2012 | 2011 |
|--------------------------------------|-----------------------|-------------------|
| | ACTUAL | |
| | \$ | \$ |
| CURRENT ASSETS | | |
| Cash and Cash Equivalents | 1,022,701 | 983,559 |
| Trade and Other Receivables | 245,289 | 140,888 |
| Inventories | 18,883 | 19,758 |
| TOTAL CURRENT ASSETS | <u>1,286,873</u> | <u>1,144,205</u> |
| NON-CURRENT ASSETS | | |
| Other Receivables | - | - |
| Inventories | 155,380 | 112,923 |
| Property, Plant and Equipment | 6,256,703 | 5,886,154 |
| Infrastructure | 33,828,165 | 33,683,905 |
| TOTAL NON-CURRENT ASSETS | <u>40,240,248</u> | <u>39,682,982</u> |
| TOTAL ASSETS | <u>41,527,121</u> | <u>40,827,187</u> |
| CURRENT LIABILITIES | | |
| Trade and Other Payables | 20,522 | 147,837 |
| Long Term Borrowings | 10,837 | 93,765 |
| Provisions | 157,473 | 157,472 |
| TOTAL CURRENT LIABILITIES | <u>188,832</u> | <u>399,074</u> |
| NON-CURRENT LIABILITIES | | |
| Long Term Borrowings | 1,282,477 | 832,477 |
| Provisions | 15,279 | 15,279 |
| TOTAL NON-CURRENT LIABILITIES | <u>1,297,756</u> | <u>847,756</u> |
| TOTAL LIABILITIES | <u>1,486,588</u> | <u>1,246,830</u> |
| NET ASSETS | <u>40,040,533</u> | <u>39,580,357</u> |
| EQUITY | | |
| Retained Profits (Surplus) | 53,436,794 | 53,012,114 |
| Reserves - Cash Backed | 559,112 | 523,616 |
| Reserves - Asset Revaluation | (13,955,373) | (13,955,373) |
| TOTAL EQUITY | <u>40,040,533</u> | <u>39,580,357</u> |

SHIRE OF MINGENEW

STATEMENT OF CHANGES IN EQUITY

FOR THE PERIOD 1 JULY, 2011 TO 31 MARCH, 2012

| | 31 March 2012 Actual \$ | 2011 \$ |
|---------------------------------------------------|--------------------------------------------|------------------------------|
| RETAINED PROFITS (SURPLUS) | | |
| Balance as at 1 July 2011 | 23,374,214 | 23,217,670 |
| Change in Net Assets Resulting from Operations | 460,177 | 141,742 |
| Transfer from/(to) Reserves | <u>204,504</u> | <u>14,802</u> |
| Balance as at 30 June 2012 | <u>24,038,895</u> | <u>23,374,214</u> |
| RESERVES - CASH BACKED | | |
| Balance as at 1 July 2011 | 523,616 | 538,418 |
| Amount Transferred (to)/from Surplus | <u>(204,504)</u> | <u>(14,802)</u> |
| Balance as at 30 June 2012 | <u>319,112</u> | <u>523,616</u> |
| RESERVES - ASSET REVALUATION | | |
| Balance as at 1 July 2011 | 15,930,143 | 987,385 |
| Revaluation Increment | - | 14,942,758 |
| Revaluation Decrement | <u>-</u> | <u>-</u> |
| Balance as at 30 June 2012 | <u>15,930,143</u> | <u>15,930,143</u> |
| TOTAL EQUITY | <u><u>40,288,150</u></u> | <u><u>39,827,973</u></u> |