



**ORDINARY COUNCIL MEETING  
20<sup>th</sup> February 2019**

# **AGENDA ATTACHMENTS**

## **Contents - Attachments**

Agenda Item 7.0 – Status Report .....	3
Agenda Item 8.4.3 – Lesser Hall Precinct & Interpretation Project .....	7
Agenda Item 8.4.4 – Surface Options Analysis for NB Tennis & Hockey Clubs .....	49
Agenda Item 8.4.5 – Solar Farm on portion of Avoca Farm – Lease .....	74
Agenda Item 8.4.6 – Emu Hill Public Cemetery Tender 05/2018.....	136
Agenda Item 8.4.7 – Budget Review .....	150
Agenda Item 8.4.8 – Delegations Register Review .....	164
Agenda Item 8.4.9 – Compliance Audit Return 2018.....	180
Agenda Item 8.4.12 – December 2018 Schedule of Accounts.....	191
Agenda Item 8.4.13 – Financial Report December 2018.....	201
Agenda Item 8.4.14 – January 2019 Schedule of Accounts .....	234
Agenda Item 8.4.15 – Financial Report January 2019.....	243

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
6134/16	17-Feb-16	ADM535	Kondinin and Cramphorne Roads land acquisitions	Road Widening/s/Land Resumption: 1. That Council make an offer of \$1,250 per hectare in exchange for the resumption of land into the Kondinin Narembeen Road and the Cramphorne Road reserves from the above property owners, as well as the rerouting of the Merredin Road land resumption. 2. That staff continue the process of amalgamation of land from these property owners in to the road reserve with the West Australian Planning Commission with the completion of the required Form 1A Application for Approval of Freehold or Survey Strata Subdivision.	Cramphorne Rd - complete. Kondinin Rd - one settlement remaining.	Ongoing	CEO/CEDO
6275/16	21-Sep-16	ADM541	Repeal By Laws and Review of Local Law	That Council commence the 8 year Local Law Review process in accordance with Section 3.16 of the Local Government Act 1995 and authorise the Chief Executive Officer to give public notice as required.	Revised Local Laws to be prepared.  Cemetery Laws to be considered first.	Ongoing	CEO
6339/16	21-Dec-16	ADM461	Directional Signage - Chr Longhurst St & Latham Road	That Council approve the concept for new signage and request the staff investigate the location options before proceeding.  Reason for Change: Council want to ensure the signs are placed in the best possible location which may not be all at the intersection of Latham Road and Longhurst Street.	Blackspot Application submitted for 2019/2020 round of funding.	Ongoing	CEO/CED
6441/17	21-Jun-17		Narembeen Recreation Centre	Staff engage a qualified consultant to examine the use of the gas in the Narembeen Recreation Centre and provide a full report back to Council.	Hydraulic Engineer recommends timers. Alternate Engineers being considered.	Ongoing	CEO
6461/17	19-Jul-17	ADM616	Water Corporation Waterwise Council Program	That Council enters into a Memorandum of Understanding with the Water Corporation and the Department of Water to become a Waterwise Council.	Signed MOU received. Staff to formulate Shire of Narembeen Waterwise Action Plan.	Ongoing	CEO/CEDO
6471/17	19-Jul-17	NA	Future Project - Combined Turf Field	Council create a working group and instruct staff to commence a feasibility study on a combined tennis, hockey synthetic surface. Cr. Thomas, Cr. Cole, Cr. Padfield and Cr. DeLuis plus members of the clubs be part of the Working Committee.	Item to be presented to the February 2019 Council Meeting.	Ongoing	CEO
6674/18	18-Jul-18	ADM131	Mt Walker Sports Club Tennis Court Resurfacing	That Council:- 1. Support the application from the Mt Walker Tennis Club for the resurfacing of the four existing tennis courts located at 3293 Mt Walker Road, Narembeen; 2. Approve an application in the name of the Shire of Narembeen to the Department of Local Government, Sport and Cultural Industries (DLGSCI) Community Sport Recreation Facilities Fund (CSRFF) Small Grants Program. The application is to be prepared by the Mt Walker Tennis Club with assistance from the Shire of Narembeen, if required. The grant application is to be submitted by 31st August 2018; 3. Agree to provide a financial contribution from the Infrastructure Reserve Fund of up to 1/3 of the project or up to an amount of \$30,000; and 4. Offer a self-supporting loan to the Mt Walker Tennis Club should there be any shortfall for this project.	Grant application unsuccessful.  Mt Walker Sports Club notified.  Alternative options for funding to be considered.	No further action required at this time.	CEO
6685/18	15-Aug-18	ADM583	Wadderin Reserve 20022	That Council subject to advice received from LGIS instruct staff to continue with the process of taking legal control of the Wadderin Dam and Reserve 20022 Cusack Drive, Wadderin as per council motion 5929/15 moved 15 April 2015.	No adverse advice. Transfer process to continue.	Ongoing	CEO

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
6686/18	15-Aug-18	ADM008	Secondary Freight Route Project	That Council:- 1. Notes the Secondary Freight Routes Project Development report; 2. Supports the strategic intent of the Secondary Freight Routes project; 3. Authorises the Chief Executive Office to prepare and sign a letter of support in favour of an application for Federal Government Funding under the Building Better Regions Program to develop the Secondary Freight project; and 4. Endorses an allocation of \$6,000 in 2018/19 to co-fund Secondary Freight Route Project development subject to a successful Building Better Regions Program application.	Freight Group Project Group advised.	Ongoing	CEO
6693/18	15-Aug-18		Carpark Adjacent to IGA	That Council acknowledge (in writing) receipt of the letter received from Mrs Janice Hills. Staff to look into the costs associated with fixing the current surface with consideration being given to possible sealing of the surface in the future, subject to budget considerations.	Engineer preparing design options.	Ongoing	CEO
6702/18	18-Sep-18		Apex Park Public Toilet	That Council:- 1. Approve for staff to undertake an investigation into the possible future redevelopment of the Apex Park public toilets with options to be considered to include a fully costed upgrade and or replacement of the existing building. 2. Requires that the Apex Park Public Toilets Redevelopment report be presented to Council no later than 19 December 2018. 3. Will give consideration to making an allocation to this project as part of the February 2019 budget review.	Design options to be presented prior to 2019/20 budget.	Ongoing	CEO
6712/18	18-Sep-18	ADM490	Mobile Black Spot Program	That Council:- 1. Consider making application to the Federal Mobile Black Spot Programme for the blackspot areas as presented in the attachment and to also include South Kurminin. 2. Contact the Hon Melissa Price MP Minister for the Environment, Federal Member for Durack seeking support for the application.	Required information sent and Melissa Price advised.	Ongoing	CEO
6725/18	17-Oct-18	ADM573	Narembeen Alliance Agreement	That Council meet with representatives from Go Narembeen to discuss the draft Alliance Agreement and future development opportunities.	Go Narembeen in recess until February 2019.	Ongoing	CEO
6741/18	21-Nov-18		Mt Arrowsmith Tennis Club - Power Supply	That the Shire of Narembeen support the request of Explaurum to decommission the power supply to the old sports centre (Mt Arrowsmith Tennis Club) in order for them to install an off the grid power supply system subject to confirmation of system to be used and use of local contractors 'electrical' for supply and installation.	Explaurum advised.	Ongoing	CEO
6754/18	21-Nov-18	ADM479	New Standpipe Classifications and Charges	That Council advise the Water Corporation that it reconfirms its decision of September 2018 to keep all standpipes open and have them reclassified as follows:- 1. South Kurminin, Cramphorne and Waaderin-Graball Road Standpipes are to be reclassified as firefighting standpipes and retain swipe card infrastructure; 2. Soldiers Road standpipe is to be reclassified as a firefighting and to be locked off except for emergencies. 3. The Depot Standpipe will be reclassified to a commercial standpipe and only be accessible via swipe card access. 4. The Standpipe on Latham Road, the wash down bay will be reclassified as commercial, be locked off with access only by key at this stage and entering into discussions with current users to determine usage and payment.	Water Corporation notified . Latham Rd standpipe discussions continue.	Ongoing	EMCS
6771/18	19-Dec-18	ADM644	Tampia Hill Mine - Accommodation Village - Lease	Given the notification of the takeover of Explaurum Operations Pty Ltd by Ramelius Resources, Council put this matter on hold and no further action is to be taken until such time that Council is approached by representatives of Ramelius Resources. REASON FOR CHANGE: The takeover of Explaurum means that the proposed plans for the Tampia Mine Village may change significantly.	Pending ongoing discussions with Ramelius.	On Hold	CEO



Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
6772/18	19-Dec-18	P3101	Proposed Solar Farm - Portion of Lot 16224 (No 3635) BK NB Rd, Wadderin, Avoca Farm	<p>That Council:</p> <p>1. Note that the Chief Executive Officer has signed the development application for a solar farm on behalf of the Shire of Narembeen as the owner of Lot 16224 and as authorised by Council on the 21 November 2018.</p> <p>2. Approve the application for a solar farm on a portion of Lot 16224 (No 3635) Bruce Rock Narembeen Road, Wadderin subject to the following conditions:</p> <p>(i) The plans lodged with this application shall form part of this planning approval. All development shall generally be in accordance with the approved plans unless otherwise approved separately in writing by the Chief Executive Officer.</p> <p>(ii) The applicant is to lodge a final site plan to the Shire for separate written approval of the Chief Executive Officer prior to the issue of a Building Permit that includes internal accessways and on site car parking for maintenance contractors/ works.</p> <p>(iii) Any car parking area and/ or internal access ways approved by the Chief Executive Officer are to be provided in accordance with the site plan approved under Conditions (ii) and maintained to a trafficable standard on site to the satisfaction of the Shire's Chief Executive Officer.</p> <p>(iii) All stormwater from the solar panels and / or hardstand areas shall be collected and disposed of on-site and any associated drains and soak wells shall be maintained in a clean and clear condition. All drainage to be fully contained within the property boundaries with no water discharge into adjacent land or road reserve unless otherwise approved in writing by the Chief Executive Officer.</p> <p>(iv) If the development the subject of this approval is not substantially commenced within a period of 2 years, the approval shall lapse and be of no further effect.</p>		Completed	CEO
6773/18	19-Dec-18	P3101	Solar Farm on Portion of Avoca Farm - Lease	<p>That Council:-</p> <p>1. Endorse the draft lease document for presentation to Hawks Renewable Energy (Town) Pty Ltd to commence the process of disposal of a portion of Shire of Narembeen owned land being Lot 16224 on deposited Plan 25562 (C/T 2046/541) for a Solar Farm.</p> <p>2. Authorise that the Shire President, Deputy Shire President and Chief Executive Officer negotiate with Hawks Energy the final terms of the agreement.</p> <p>3. Pending the property valuation report being prepared by LMW and in accordance with Section 3.58 (4) (b) of the Local Government Act approve the consideration (rent) to be received by the Shire for disposal of this property and that it now be advertised in accordance with the Act.</p> <p>4. Be presented with the final agreed lease agreement between both parties and the outcome from the public notice process under Section 3.58 of the Local Government Act for approval at the February ordinary meeting of Council or a special meeting if required.</p>	<p>Draft lease ongoing with Hawks Renewable Energy.</p> <p>Public notice advertised.</p>	Ongoing	CEO
6774/18	19-Dec-18	ADM185	Proposed Solar Farm on Lot 18365 Mt Walker Rd, Wadderin	<p>That Council:-</p> <p>1. Determine (by Absolute Majority) that the proposed solar farm land use (on Lot 18365) may be consistent with the objectives of the Farming zone and note that the application has to be advertised in accordance with Clause 64 of the Scheme.</p> <p>2. Pursuant to Clause 82(1) and 82(2) of the Planning and Development (Local Planning Schemes) Regulations 2015 grant (by Absolute Majority) delegated authority to the Chief Executive Officer to determine the application for a solar farm on Lot 18365 (No 1368) Mount Walker Road, Wadderin following completion of advertising.</p>	<p>Letter sent to adjoining properties. No feedback received.</p> <p>Approval to be issued.</p>	Ongoing	CEO
6775/18	19-Dec-18	ADM620	NB VES Signage	<p>That Council approve Option 3 with one 2400mm x 700mm sign, 50mm x 50mm matt black frame to fit sign face, 2 x 600mm x 520mm brushed ACM with clear digital print signs and 2 x 50mm x 50mm matt black frame to fit sign face at a cost of \$2,395 and that the main sign be centrally located on the paving with the posts being lowered to a shorter height.</p>	<p>Signage installed.</p>	Completed	CEO

Minute No.	Minute Date	File No	Subject	Minute Item	Comments	Status	Staff Member Allocation
6776/18	19-Dec-18	ADM645	Emu Hill Public Cemetery, Narembeen	That Council:- 1. Proceed to tender for the Redevelopment of the Emu Hill Public Cemetery (Tender RFT 05/2018) for design and construction based on the concept drawings provided by Plus Architecture 27/9/2018 with tenders closing on the 8 February 2019. 2. That Council approve the Request for Tender as presented that includes the design brief and selection criteria for the Redevelopment of the Emu Hill Public Cemetery Tender RFT 05/2018. 3. Request that following the close of tenders that they be first presented to the Cemetery Working Committee prior to a recommendation being prepared and presented to Councils ordinary meeting to be held in February 2019.	Tenders closed. Item to February 2019 meeting.	Ongoing	CEO
6778/18	19-Dec-18	ADM467	Lease of Crown Land - Avon Reserve 18080	That Council:- 1. Advertise its intention to lease a portion of Avon Location 2192, Reserve 18080 to DNA Aviation for a period of five (5) years with an option to extend to DNA Aviation, subject to approved valuation of property as per Section 3.58 of the Local Government Act 1995; 2. Subject to the feedback from the public notice period, instruct the CEO and Shire President to execute the lease; 3. Instruct the CEO to write to the Department of Planning, Lands and Heritage to seek permission for the lease of Crown Land. 4. Approves that one of the community hangars be included in the Lease.		Ongoing	CEO
6783/18	19-Dec-18	ADM621	St John Ambulance WA Ltd - Lease	That Council:- 1. Approve the lease as presented between the Shire of Narembeen and St John Ambulance WA Ltd which covers a portion of the Land comprising an area of 122 m <sup>2</sup> being Lot 26529 on Deposited Plan 154441 and Lot 1 on Plan 5209, being the whole of the land contained in Certificate of Title Volume 1746 Folio 853 being commonly known as 24 Latham Road, Narembeen as part of the Narembeen Volunteer Emergency Services facility. 2. Authorise the Shire President and the CEO to sign the document and affix the common seal.	Lease signed by both parties.	Completed	CEO
6784/18	19-Dec-18	Personnel	EMCS Position	That Council approve of the Chief Executive Officer's decision to appoint Mr Scott Wildgoose to the position of Executive Manager Corporate Services with the Shire of Narembeen on a three year performance based contract.	Contract signed. Scott Wildgoose to commence 5/3/19	Complete	CEO

# document transmittal

Project: Lesser Hall Interpretation  
 Location: 2A Longhurst St, Narembeen  
 Date: 20/04/2018

Drawing No.	Title	Issued	Revision No.	Issued	Revision No.
Architectural Drawings					
A2-01	Proposed Location Plan	03.04.18		20.04.18	
A2-02	Proposed Site Plan	03.04.18		20.04.18	
A2-03	Proposed Electrical Plan	03.04.18		20.04.18	
A2-04	Proposed Landscaping Plan	03.04.18		20.04.18	
A2-05	Proposed Steel Frames	03.04.18		20.04.18	
A2-06	Proposed Roof and Doors	03.04.18		20.04.18	
A3-04	Proposed Plant Species Matrix	03.04.18		20.04.18	





















Baumea Juncea



Austrostipa Elegantissima



Meeboldina Cana



Dryandra Nivea



Leucophyta Brownii



Xanthorrhoea



Ficinia Nodosa

# LESSER HALL INTERPRETATION

2A Longhurst  
Street, Narembeen  
WA 6369

## Plant Species Matrix

DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION.

# A3-4

Project No. 7199

Scale NTS

Date Friday, 20 April 2018



stephen  
carrick  
architects



5 February 2019

Chris Jackson  
Chief Executive Officer  
Shire of Narembeen  
1 Longhurst Street  
NAREMBEEN WA 6369

Dear Chris,

**NAREMBEEN LESSER HALL SITE  
INTERPRETATION WORKS  
2A LONGHURST STREET, NAREMBEEN  
PROPOSED SCOPE OF WORKS - TENDER DOCUMENTATION & CONTRACT ADMINISTRATION  
FEE PROPOSAL**

Thank you for our phone call on Wednesday 23 January to discuss the next stage of the proposed interpretation works to the Narembeen Lesser Hall site - 2a Longhurst Street, Narembeen and thank you for the opportunity to prepare this fee proposal.

We understand that the Shire of Narembeen has recently been successful with a grant through the Lotterywest Grant Funding program and would now like to implement the interpretation works for the Lesser Hall site. Stephen Carrick Architects, in association with Zebra Creative, have prepared a scope to progress the project for the Shire's consideration.

**Background**

The Narembeen Lesser Hall site, within the Narembeen Civic Precinct, is included on the State Register of Heritage Places for its cultural heritage significance.

The Narembeen Hall, now known as the Lesser Hall is of significance to the community of Narembeen, the eastern wheatbelt region, and the state of Western Australia for the following reasons:

- Its integral role within the initial developing phase of the town and region of Narembeen;
- A close association with the pioneers of Narembeen;
- It demonstrates the principle characteristics of the social life and community development of a wheatbelt town established in the 1920s;
- It was the first of three civic buildings that developed on the site, demonstrating a sequence of civic progress in Narembeen;
- The religious significance of the multi denominational function of the place;
- An aesthetic demonstrating the evolution of priorities of the social activities of the place;
- The social importance during the depression years;
- A way of life that is no longer practiced, and;
- The sense of place created by the memories of the events that have occurred in the place, and varying degrees of historic importance to individuals, community groups and the town of Narembeen.



In 2016, Stephen Carrick Architects, in association with Zebra Creative, were engaged by the Shire of Narembeen to prepare an Interpretation Plan for the Narembeen Lesser Hall.

In 2017, Stephen Carrick Architects and Zebra Creative assisted the Shire in preparing documentation adequate for contractors and sub-contractors to provide pricing.

In late 2018, the Shire of Narembeen were successful in obtaining grant funding from Lotterywest to assist with the work.

#### **Proposed Scope**

The following tasks are proposed to be undertaken by Stephen Carrick Architects and Zebra Creative (SCA & ZC are indicated alongside the relevant task):

#### Tender Documentation

1. Liaise with structural engineer for portal frame and door canopy details (SCA)
2. Preparation of Tender Documentation (SCA)  
Specification  
Schedules
3. Completion of signage documentation (ZC)  
Design refinement of all signage typologies through to final sign off  
Documentation of all signage typologies
4. Assist Shire of Narembeen with assessment of tenders (SCA)
5. Liaise with Private Certifier for Certification of Project Documentation (SCA)
6. Submit building and signage documentation to the State Heritage Office and liaise with SHO as required as a State Registered site (SCA)
7. Liaise with Historian to ensure signage text is accurate and appropriate (SCA & ZC)

#### Contract Administration – Stephen Carrick Architects

1. Prepare contract – Simple Building Works Contract (or similar)
2. Administer contract
3. Prepare site meeting notes for Client and Contractor
4. Issue notices, including progress and final claims, in accordance with contract
5. Liaise with Client and Contractor
6. Conduct site inspections to assess compliance with documentation; workmanship quality and assess claims against contract.
7. Prepare 'as built' drawings for Shire's records.

Allow 3 site meetings (this can be confirmed when contractor program is provided).

**Fee Proposal**

<u>Tender Documentation</u>	Cost (ex GST)
For proposed tasks (Tasks 1-5 & 7)  Stephen Carrick Architects Preparation of Tender Documentation	\$3,000.00
For proposed task 6  Zebra Creative Completion of signage documentation (ZC) <ul style="list-style-type: none"> <li>• Design refinement of all signage typologies through to final sign off; and</li> <li>• Documentation of all signage typologies.</li> </ul> Fee is the balance of Zebra Creative initial fee proposal of 12 December 2017  <div style="text-align: right;"> Total                    \$9,140.00  Previously Claimed   - \$5,550.00   Balance </div>	\$3,590.00
<u>Contract Administration</u> - Stephen Carrick Architects	
For proposed tasks (Tasks 1-5)  Allow 24hrs of Contract Administration time	\$4,000.00
For proposed task 6  Allow 3 x site meetings (No. of meetings TBC) <ul style="list-style-type: none"> <li>• 7hrs travel</li> <li>• 2hrs on site and client meeting</li> </ul> Allowance for each site meeting (1 No.) = \$1,600.00	TBC
<u>Disbursements</u>	
*To be approved by client prior *To be claimed upon receipt	TBC

**Sub-Consultants**

As per the scope of work the following sub-consultants are required to complete the Tender documentation:

- Historian
- Building Certifier
- Structural Engineer

We have requested quotations from consultants that we regularly use for your consideration.

Please do not hesitate to contact me on 0457 309 201 or email (stephen@stephencarrickarchitects.com.au) if any clarification of this proposal or any additional information is required.

Yours Sincerely,



**Stephen Carrick**  
Director

CC: Megan Patterson (Zebra Creative)



# SHIRE OF NAREMBEEN

## REQUEST FOR TENDER

<b>Request for Tender (RFT)</b>	Construction of the Narembeen Lesser Hall Precinct and Interpretation Project
<b>Deadline</b>	12.00 Noon Friday 15 <sup>th</sup> March 2019
<b>Address for Delivery:</b>	Chief Executive Officer Shire of Narembeen 1 Longhurst Street Narembeen WA 6369
<b>RFT Number:</b>	01/2019





REQUEST FOR TENDER ..... 1

1 PRINCIPAL’S REQUEST ..... 3

2 SPECIFICATION ..... 11

3 TENDERER’S OFFER..... 13

APPENDIX A – SPECIAL CONDITIONS OF CONTRACT..... 17

APPENDIX B – GENERAL CONDITIONS OF CONTRACT..... 19

APPENDIX C – DESIGN DOCUMENTATION AND MINIMUM SPECIFICATIONS ..... 28

APPENDIX D – SITE LAYOUT ..... 29

APPENDIX E – PROPOSED SITE PLAN ..... 1

APPENDIX F – CONCEPT PLAN, LANDSCAPE PLAN, MATERIAL SCHEDULE..... 1

# 1 PRINCIPAL'S REQUEST

## 1.1 CONTRACT REQUIREMENTS

The Shire of Narembeen request the following services:-

- Construction of the Narembeen Lesser Hall Precinct & Interpretation Project, Narembeen

Please find below information for Tenderers when submitting their tender.

Task Description	Responsibility		
	Contractor	Client	Other
Supply Terms of Reference		Yes	
Submission of Detailed Design/Implementation Plan/ Costing as specified in Tender Request	Yes		
Site work preparation (Earthworks) including site survey verification and Site Compaction	Yes	Yes	
Geotechnical Report (if required)	Yes		
Building Licenses and Utilities Approvals	Yes		
Bitumen/Asphalt to Driveways and Parking Areas		Yes	
Work Assessment, with any follow up if deemed necessary	Yes	Yes	

## 1.2 TENDER DOCUMENTS

This Request for Tender is comprised of the following parts:

- Part (1) Principal's Request (read and keep this part);
- Part (2) Specification (read and keep this part);
- Part (3) Tenderer's Offer (complete and return this part);
- Part (4) Appendix A - Special Conditions of Contract (read and keep this part);
- Part (5) Appendix B - General Conditions of Contract (read and keep this part);
- Part (6) Appendix C – Design Documentation and Minimum Project Specifications
- Part (7) Appendix D - Site Layout
- Part (8) Appendix E – Proposed Plan
- Part (9) Appendix F –Stephen Carrick Architects Concept Plan, Landscape Plan,  
Material Schedule

### 1.3 DEFINITIONS

Below is a summary of some of the important defined terms used in this Request:

<b>Attachments:</b>	The documents you attach as part of your Tender;
<b>Contractor:</b>	Means the person or persons, corporation or corporations whose Tender is accepted by the Principal, and includes the executors or administrators, successors and assigns of such person or persons, corporation or corporations;
<b>Deadline:</b>	The deadline for lodgement of your Tender;
<b>General Conditions of Contract:</b>	Means the General Conditions of Contract nominated in Part 1;
<b>Offer:</b>	Your Offer to be selected to supply the Requirements;
<b>Principal:</b>	Chief Executive Officer, Shire of Naremben
<b>Request:</b>	This document;
<b>Requirements:</b>	Construction of the Naremben Lesser Hall Precinct & Interpretation Project as requested by the Principal;
<b>Selection Criteria:</b>	The criteria used by the Principal in evaluating your Tender;
<b>Special Conditions:</b>	The additional Contractual terms;
<b>Specification:</b>	The statement of Requirements that the Principal requests you to provide if selected;
<b>Tender:</b>	Completed Offer form, response to the Selection Criteria and Attachments;
<b>Tenderer:</b>	Someone who has or intends to submit an Offer to the Principal.

### 1.4 HOW TO PREPARE YOUR TENDER

- a) Carefully read all parts of this document.
- b) Ensure you understand the Requirements.
- c) Complete and return the Offer (Part 3) in all respects and include all Attachments.
- d) Make sure you have signed the Offer Form and responded to all of the Selection Criteria.
- e) Lodge your Tender before the Deadline.

## 1.5 CONTACT PERSONS

Tenderers should not rely on any information provided by any person(s) other than those listed below:

**Contractual and Specification Enquiries:**

Name: Mr Chris Jackson/Mrs Sheree Thomas

Telephone: 9064 7308

Chris Jackson - Email: [ceo@narembeen.wa.gov.au](mailto:ceo@narembeen.wa.gov.au)

Sheree Thomas – Email: [ced@narembeen.wa.gov.au](mailto:ced@narembeen.wa.gov.au)

**Concept Design:**

Name: Mr Stephen Carrick

Stephen Carrick Architects

Telephone: 0457 309 201

Email: [stephen@stephencarrickarchitects.com.au](mailto:stephen@stephencarrickarchitects.com.au)

## 1.6 PRE QUALIFICATION REQUIREMENTS

N/A

## 1.7 TENDER BRIEFING/SITE INSPECTION

There is no mandatory briefing, however we recommend intending Tenderers make themselves aware of the location of the proposed site by contacting the Shire of Narembeen on 9064 7308.

## 1.8 EVALUATION PROCESS

The lowest tender may not be accepted or that one Tenderer will be given the whole Contract.

The Shire of Narembeen reserve their individual rights to accept or reject any portion of this Tender.

This is a Request for Tender (RFT).

Your Tender will be evaluated using information provided in your Tender. The following evaluation methodology will be used in respect of this Request:

- a) Tenders are checked for completeness and compliance. Tenders that do not contain all information requested (e.g. completed Offer Form and Attachments) may be excluded from the evaluation process.
- b) Tenders are assessed against the listed Selection Criteria. Contract costs are evaluated, eg tendered prices and other relevant whole of life costs are considered.
- c) The most suitable Tenderers may be shortlisted. Referees may also be contacted prior to the selection of the successful Tenderer.

## 1.9 SELECTION CRITERIA

The Contract may be awarded to a sole Tenderer who best demonstrates the ability to provide quality products and/or services at a competitive price. The tendered prices will be assessed together with qualitative and compliance criteria to determine the most advantageous outcome to the Principal. The Principal reserves the right to determine that the Tender be apportioned to the most suitable Tenderer/Tenderers.

The Principal has adopted a best value for money approach to this Request.

This means that, although price is considered, the Tender containing the lowest price will not necessarily be accepted, nor will the Tender ranked the highest on the qualitative criteria.

A scoring system will be used as part of the assessment of the qualitative criteria. Unless otherwise stated, a Tender that provides all the information requested will be assessed as satisfactory. The extent to which a Tender demonstrates greater satisfaction of each of these criteria will result in a greater score. The aggregate score of each Tender will be used as one of the factors in the final assessment of the qualitative criteria and in the overall assessment of value for money.

### **1.9.1 COMPLIANCE CRITERIA**

These criteria are detailed within Part 3 of this document and will not be point scored. Each Tender will be assessed on a Yes/No basis as to whether the criterion is satisfactorily met. An assessment of “No” against any criterion may eliminate the Tender from consideration.

### **1.9.2 QUALITATIVE CRITERIA**

In determining the most advantageous Tender, the Evaluation Panel will score each Tenderer against the qualitative criteria as detailed within Part 3 of this document. Each criterion will be weighted to indicate the relative degree of importance that the Principal places on the technical aspects of the goods or services being purchased.

**NOTE: It is essential that Tenderers address each qualitative criterion.** Information that you provide addressing each qualitative criterion will be point scored by the Evaluation Panel.

Failure to provide the specified information may result in elimination from the tender evaluation process or a low score.

### **1.9.3 PRICE CONSIDERATIONS**

#### **WEIGHTED COST CRITERIA**

The Evaluation Panel will make a series of value judgements based on the capability of the Tenderers to complete the Requirements and a number of factors will be considered including:

- a) the qualitative ranking of each Tenderer (60% weighting); and
- b) the pricing submitted by each Tenderer (40% weighting).

Once the tenders have been ranked, the evaluation panel will make a value judgement as to the cost affordability, qualitative ranking and risk of each Tender, in order to determine the Tender which is most advantageous to the Principal.

The tendered price will be considered along with related factors affecting the total cost to the Principal. eg the lifetime operating costs of goods or the Principal’s Contract management costs may also be considered in assessing the best value for money outcome.

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## 1.10 PRICE BASIS

### FIXED PRICES

All prices for services offered under this Request are to be fixed for the term of the Contract. Tendered prices must include Goods and Services Tax (GST).

Unless otherwise indicated prices tendered must include all applicable levies, duties, taxes and charges. Any charge not stated in the Tender, as being additional will not be allowed as a charge for any transaction under any resultant Contract.

## 1.11 THE PRINCIPAL'S POLICIES THAT MAY AFFECT SELECTION

Not Applicable.

## 1.12 CONDITIONS OF TENDERING

### 1.12.1 LODGEMENT OF TENDERS AND DELIVERY METHOD

The Tender must be lodged by the Deadline. The Deadline for this Request is **12.00 Noon, Friday 15th March 2019.**

The Tender is to be:

- a) placed in a sealed envelope clearly endorsed with the tender number (**01/2019**) and title as shown on the front cover of this Request; and
- b) delivered by hand and placed in the Tender Box at 1 Longhurst Street, Narembeen (by the Tenderer or the Tenderer's private agent) or sent through the mail to the Chief Executive Officer, Shire of Narembeen, 1 Longhurst Street, Narembeen WA 6369

**Electronic Mail Tenders and Tenders submitted by facsimile will not be accepted.**

Tenderers must ensure that they have provided two (2) signed copies of their Tender (one to be marked "ORIGINAL" and bound, the other to be marked "COPY" and unbound). Any brochures or pamphlets must be attached to both the original and the copy.

### 1.12.2 LATE TENDERS

Tenders received:

- a) after the Deadline; or
- b) in a place other than that stipulated in this Request;

Will not be accepted.

### **1.12.3 ACCEPTANCE OF TENDERS**

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

### **1.12.4 DISCLOSURE OF CONTRACT INFORMATION**

Documents and other information relevant to the Contract may be disclosed when required by law under the *Freedom of Information Act 1992* or under a Court Order.

All Tenderers will be given particulars of the successful Tenderer(s) or advising that no Tender was accepted.

### **1.12.5 ALTERNATIVE TENDERS**

**All Alternative Tenders MUST be accompanied by a conforming Tender.**

Tenders submitted as Alternative Tenders or made subject to conditions other than the General and Special Conditions of Contract must in all cases arising be clearly marked "ALTERNATIVE TENDER".

The Principal may in its absolute discretion reject any Alternative Tender as invalid.

Any printed "General Conditions of Contract" shown on the reverse of a Tenderer's letter or quotation form will not be binding on the Principal in the event of a Contract being awarded unless the Tender is marked as an Alternative Tender.

### **1.12.6 TENDER VALIDITY PERIOD**

All Tenders will remain valid and open for acceptance for a minimum period of sixty (60) days from the deadline or forty-five (45) days from Council's resolutions for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

### **1.12.7 GENERAL CONDITIONS OF CONTRACT**

Tenders will be deemed to have been made on the basis of and to incorporate the General Conditions of Contract for the Supply of Goods.

### **1.12.8 PRECEDENCE OF DOCUMENTS**

In the event of there being any conflict or inconsistency between the terms and conditions in this Request and those in the General Conditions of Contract, the terms and conditions appearing in this Request will have precedence.



### **1.12.9 TENDERERS TO INFORM THEMSELVES**

Tenderers will be deemed to have:

- a) examined the Request and any other information available in writing to Tenderers for the purpose of tendering;
- b) examined all further information relevant to the risks, contingencies, and other circumstances having an effect on their Tender which is obtainable by the making of reasonable enquires;
- c) satisfied themselves as to the correctness and sufficiency of their Tenders including tendered prices which will be deemed to cover the cost of complying with all the Conditions of Tendering and of all matters and things necessary for the due and proper performance and completion of the work described therein;
- d) acknowledged that the Principal may enter into negotiations with a chosen Tenderer and that negotiations are to be carried out in good faith; and
- e) Satisfied themselves they have a full set of the Request documents and all relevant attachments.

### **1.12.10 ALTERATIONS**

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

The Principal will issue an addendum to all registered Tenderers where matters of significance make it necessary to amend or supplement the issued Request documents before the Deadline.

### **1.12.11 RISK ASSESSMENT**

The Principal may have access to and give consideration to:

- a) any risk assessment undertaken by authorised Credit Rating Agency; and
- b) any information produced by the Bank, financial institution, or accountant of a Tenderer;

so as to assess that Tender and may consider such information as tools in the Tender assessment process.

### **1.12.12 OWNERSHIP OF TENDERS**

All documents, materials, articles and information submitted by the Tenderer as part of or in support of a Tender will become upon submission the absolute property of the Principal and will not be returned to the Tenderer at the conclusion of the Tender process PROVIDED that the Tenderer be entitled to retain copyright and other intellectual property rights therein, unless otherwise provided by the Contract.

### **1.12.13 CANVASSING OF OFFICIALS**

If a Tenderer, whether personally or by an agent, canvasses any of the Councillors or Officers of Council with a view to influencing the acceptance of any Tender made by it or any other Tenderer, then regardless of such canvassing having any influence on the acceptance of such Tender, the Principal may at its absolute discretion omit the Tenderer from consideration.

### **1.12.14 IDENTITY OF THE TENDERER**

The identity of the Tenderer and the Contractor is fundamental to the Principal. The Tenderer will be the person, persons, corporation or corporations named as the Tenderer in Part 3 and whose execution appears on the Offer Form in Part 3 of this Request. Upon acceptance of the Tender, the Tenderer will become the Contractor.

### **1.12.15 TENDER OPENING**

Tenders will be opened in the Principal's offices, following the advertised Deadline. All Tenderers and members of the public may attend or be represented at the opening of Tenders.

The names of the persons who submitted a Tender by the due Deadline will be read out at the Tender Opening. No discussions will be entered into between Tenderers and the Principal's Officers present or otherwise, concerning the Tenders submitted.

The Tender Opening will be held on **Friday 15<sup>th</sup> March 2019** at the Shire of Narembeen Administration Centre as soon as practicable after the Tender Deadline of **12.00 noon**.

## **2 SPECIFICATION**

### **2.1 INTRODUCTION**

The Narembeen Lesser Hall (now demolished), located within the Narembeen Civic Precinct on Latham Road, Narembeen is included on the State Register of Heritage Places for its cultural heritage significance.

In 2015 the Shire of Narembeen engaged Stephen Carrick Architects and Zebra Creative to prepare an interpretive vision, principles and themes for the site (Interpretation Plan). The Plan provides an overall strategy for the development and implementation of the Lesser Hall Interpretation Project.

The project plays an important part in the preservation of heritage and history in Narembeen and too the importance of the interpretation of this site.

The completion of the project will implement an overarching interpretive vision for the Narembeen Civic Precinct that embraces and acknowledges cultural heritage values attributed to the Precinct.

### **2.2 BACKGROUND INFORMATION**

The Narembeen Hall, now known as the Narembeen Lesser Hall is of significance to the community of Narembeen, the eastern Wheatbelt region and the state of Western Australia for the following reasons:-

- Its integral role within the initial developing phase of the town and region of Narembeen;
- A close association with the pioneers of Narembeen;
- It demonstrates the principle characteristics of the social life and community development of a Wheatbelt town established in the 1920's;
- It was the first of three civic buildings that developed on the site, demonstrating a sequence of civic progress in Narembeen;
- The religious significance of the multi denominational function of the place;
- An aesthetic demonstrating the evolution of priorities of the social activities of the place;
- A way of life that is no longer practiced; and
- The sense of place created by the memories of the events that have occurred in the place, and varying degrees of historic importance to individuals, community groups and the town of Narembeen.

### **2.3 DESIGN TERMS OF REFERENCE**

The terms of reference for the design of the Interpretation Plan included:

- A public space that interprets the cultural heritage significance of the former Narembeen Lesser Hall and the broader Civic Precinct in the context of the development of the Shire of Narembeen;
- An inviting public space where visitors and community members can learn and appreciate the former use of the site and the Civic Precinct;
- The use of different interpretive techniques to engage visitors and community members;
- To allow for the location, in close proximity, of a horse sculpture; and
- To be low maintenance.

## **2.4 SPECIFIC REQUIREMENTS OF THE CONTRACT**

The Contract will be managed by the Shire of Narembeen and any difficulties in maintaining any aspect of this tender must be discussed with Council's Chief Executive Officer, Mr Chris Jackson.

## **2.5 IMPLEMENTATION TIMETABLE**

The tenderer shall supply in the Tender Submission an Estimated Timeframe for the Construction of the Narembeen Lesser Hall Precinct & Interpretation Project.

The Tenderer shall supply a timely service as soon as practical following the signing of the Building Contract.

## **2.6 WORKS INSPECTION / REMEDIAL WORKS**

The successful Tenderer (Contractor) is to conduct a post works inspection with the nominated representative of Council where works were carried out, to ascertain completion of the work to the satisfaction of the local government.

Any remedial action and scheduling is to be consented to by the nominated representative of Council.

### 3 TENDERER'S OFFER

#### 3.1 OFFER FORM

I/We <b>(BLOCK LETTERS)</b>			
Of <b>(ADDRESS)</b>			
ABN/GST Status -		ACN (if any)	
Telephone No:		Facsimile No:	
E-mail (if any):			

**In response to RFT 05/2018**

#### **Construction of the Narembeen Lesser Hall Precinct & Interpretation Project, Narembeen**

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 Tendering contained in this Request signed and completed.

The tendered price is valid up to sixty (60) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender 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 Tender.

Dated this                      day of                      20

Signature of authorised signatory of Tenderer:

Name of authorised signatory  
(BLOCK LETTERS):

Position:

Address:

Witness Signature:

Name of witness:  
(BLOCK LETTERS):

Address:

## 3.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

**(NOTE: All pages within Part 3 are to be completed and returned to the Principal as they form part of your Tender submission).**

### 3.2.1 QUALITY ASSURANCE

Does your organisation have any quality assurance or quality assurance systems?	Yes / No	
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	Yes / No	
Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled " <b>Quality Assurance</b> ".	<b>"Quality Assurance"</b>	Tick if attached

### 3.2.2 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled " <b>Insurance Coverage</b> ". A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.			<b>"Insurance Coverage"</b>	Tick if attached
<b>Type</b>	<b>Insurer – Broker</b>	<b>Policy Number</b>	<b>Value (\$)</b>	<b>Expiry Date</b>
Public Liability				
Workers Compensation				
(Other)				
(Other)				

### 3.3 SELECTION CRITERIA

#### 3.3.1 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

<p><b>A) Relevant Experience</b> Describe your experience in completing /supplying similar Tenderers must, as a minimum, address the following information attachment and label it <b>“Relevant Experience”</b>:</p> <p>(a) Provide details of similar work;</p> <p>(b) Provide scope of the Tenderer’s involvement including outcomes;</p> <p>(c) Provide details of issues that arose during the project and how were managed;</p> <p>(d) Demonstrate sound judgement and discretion; and</p> <p>(e) Demonstrate competency and proven track record of outcomes.</p>	<p><b>Weighting</b> <b>30%</b></p>	
	<p><b>“Relevant Experience”</b></p>	<p><b>Tick if attached</b></p>
<p><b>B) Key Personnel skills and experience</b> Tenderers should provide as a minimum information of proposed personnel to be allocated to this project, such as:</p> <p>(a) Their role in the performance of the Contract;</p> <p>(b) Curriculum vitae;</p> <p>(c) Membership to any professional or business association;</p> <p>(d) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement; and</p> <p>(e) Any additional information.</p> <p>Supply details in an attachment and label it <b>“Key Personnel”</b>.</p>	<p><b>Weighting</b> <b>20%</b></p>	
	<p><b>“Key Personnel”</b></p>	<p><b>Tick if attached</b></p>
<p><b>C) Tenderer’s Resources</b> Tenderers should demonstrate their ability to supply and sustain the necessary:</p> <p>(a) Plant, equipment and materials; and</p> <p>(b) Any contingency measures or back up of resources including personnel (where applicable).</p> <p>As a minimum, Tenderers should provide a current commitment schedule in an attachment and label it <b>“Tenderer’s Resources”</b>.</p>	<p><b>Weighting</b> <b>20%</b></p>	
	<p><b>“Tenderer’s Resources”</b></p>	<p><b>Tick if attached</b></p>



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<p><b>D) Demonstrated Understanding</b></p> <p>Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include:</p> <p>(a) Project Design Documentation and Budget;</p> <p>(b) A project schedule/timeline must be provided;</p> <p>(c) The process for the delivery of the goods/services;</p> <p>(d) A willingness to employ local and regional trades persons;</p> <p>(e) A demonstrated understanding of the scope of work; and</p> <p>(f) Provide details of any Manufacturing / Supplier Warranties applicable.</p> <p>Supply details and provide an outline of your proposed methodology in an attachment labelled “<b>Demonstrated Understanding</b>”.</p>	<b>Weighting 30%</b>	
	<b>"Demonstrated Understanding"</b>	<b>Tick if attached</b>

### 3.4 PRICE INFORMATION

Tenderers **must** complete the following “Price Schedule”. Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

#### 3.4.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	Yes / No	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled “ <b>Discounts</b> ”.	<b>"Discounts"</b>	<b>Tick if attached</b>

#### 3.4.2 TOTAL TENDERED PRICE

Total Tendered Price (including GST) for the Construction of the Narembeen Lesser Hall Precinct & Interpretation Project, Narembeen	\$
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#### 3.4.3 SCHEDULE OF PAYMENTS

Schedule of Payment as pursuant to Standard Building Contracts	
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## **APPENDIX A – SPECIAL CONDITIONS OF CONTRACT**

### **1 PERIOD OF CONTRACT AND TERMINATION**

The Contract will be in force only for the period required to meet Statutory Requirements, and post-handover resolution of any construction issues. However, in the event of the Contractor failing in any manner to carry out the Contract to the Principal's satisfaction, the Principal may forthwith determine the Contract by written notice to the Contractor.

### **2 INSURANCES**

The Contractor and its Subcontractor(s) (if any) will be required to effect and maintain the insurance policies referred to in the General Conditions of Contract in the following sums:

- a) Public Liability insurance in the sum of at least \$10,000,000 (Ten Million Dollars) in respect of any one occurrence and for an unlimited number of claims.
- b) Workers Compensation or Personal Accident Insurance cover as required by law (whichever may apply).

### **3 CONTRACTOR UNABLE TO MEET OBLIGATIONS**

In circumstances not caused by willful delay where the Contractor is unable to complete the services in the time required, Council reserves the right to use additional Contractors to carry out the necessary service in the time required at the expense of the Contractor.

### **4 LICENSING AND INSURANCE OF PLANT**

The Contractor shall ensure that all plant and equipment, including all motor vehicles, shall be legally licensed for their purpose and used in accordance with the relevant statutes.

The Contractor shall maintain a valid insurance cover on all its plant and equipment against all risks of physical damage, loss or damage arising out of or occurring in the course of the execution of the Services.

### **5 PAYMENT**

Unless otherwise provided in the Contract and subject to these Conditions, the Contractor shall be entitled to payment of the Tendered Amount in instalments in pursuant of Building Industry Standard Practices for the value of the work completed as determined by the Principal.

Unless otherwise provided in the Contract, and in accordance with the preceding paragraph, payment of the amount certified by the Principal as being due to the Contractor shall be made within 14 days of receipt of the Contractor's Invoice or claim.

Failure by the Principal to pay the amount payable at the due time will not be grounds to invalidate or void the Contract.

The Contractor shall not be entitled to any interest or charge for extending credit or allowing time of the payment of the Contract price unless otherwise provided in the Contract.

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## **6 SUB-CONTRACTING**

The Contractor shall not at any time sub-contract any of the work under this Contract without the written consent of the Council having been first obtained. Such consent will not be unreasonably withheld.

## **7 CONTRACTOR'S EMPLOYEES**

The Contractor shall take reasonable steps to ensure that all persons employed by the Contractor to perform the services under this Contract are able to perform their duties efficiently.

**APPENDIX B – GENERAL CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT**

**FOR THE PROVISION OF**

**GENERAL SERVICES**

## 1. Governing Law

The Contract shall be governed by the laws of the State of Western Australia and the parties hereby submit to the exclusive jurisdiction of the courts of the State.

## 2. Definitions

2.1 In the Contract, except where the context otherwise requires: 'Clause' means a clause of these General Conditions.

'Contract' means the document which constitutes or evidences or, as the case may be, all the documents which constitute or evidence the final and concluded agreement between the Principal and the Contractor.

'Contract Price' means

- (a) where payment is to be made on a Lump Sum Basis, the sum which is stated in the Contract to be payable to the Contractor for the supply of the Services by the Contractor and the performance of the obligations of the Contractor under the Contract;
- (b) where payment is to be made on a Schedule of Rates basis, the sum ascertained by calculating the product of the rates and the corresponding quantities set out in the Schedule of Rates and adding to the sum thereof the total of any lump sums, provisional sums, contingency sums or other sums included in the Schedule of Rates;
- (c) where payment is to be made on a Lump Sum and a Schedule of Rates Basis, the aggregate of the sums referred to in paragraphs (a) and (b),  
but excluding any additions or deductions, which may be required to be made pursuant to the Contract.

'Contractor' means the person or persons, corporation or corporations, who contract to supply the Services the subject of the Contract.

'Officer' means any officer or person authorised by the Principal and notified to the Contractor as an authorised officer for the purpose of this Contract.

'Principal' means the Chief Executive Officer, Shire of Narembeen.

'Services' means the whole of the services, tasks, work and requisites to be supplied rendered provided or performed by the Contractor including all variations provided for by the Contract as more fully set out in the Contract.

'Specification' means any Special Conditions, Technical Specification and Schedules forming part of the Contract; and such Specification shall be read with these General Conditions as an integral part of the Contract, but in the event of any inconsistency between the Specification and these General Conditions the former shall (unless the Contract otherwise provides) prevail.

2.2 Unless the context otherwise requires, the singular in all cases includes the plural and vice versa. The clause headings of the General Conditions of Contract shall not in any way affect their interpretation. Any one gender includes all genders.

## 3. Quality of Services

3.1 All Services rendered shall conform to the Specification and the standards specified in the Contract.

3.2 Where no standards are specified in the Contract, the Services shall comply with the appropriate and current standard of the Standards Association of Australia and if there is no such standard then the appropriate and current standard of the British Standards Institution or such other standard as the Principal shall consider appropriate.

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- 3.3 If no standards are applicable, the Services shall be of the highest standard and carried out promptly with all due skill care and diligence.
  - 3.4 The Contractor shall employ only such persons as are carefully skilled and experienced in their respective professions trades and callings who hold all necessary licences permits and authorities required by law and whose standards of workmanship are entirely suitable for the performance of the Services and the requirements of the Contract.

#### **4. Patent & Rights**

- 4.1 The Contractor shall indemnify and at all times keep the Principal indemnified against any action, claim, demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringement of any letters patent, design, trade mark or name, copyright or other protected right in respect of any goods, articles, services, equipment, machinery, plant or thing, system or method of performing, using, fixing, working or arrangement used, fixed, provided or supplied by the Contractor.
- 4.2 All payments and royalties payable in respect of any such letters patent or other protected right, shall be included by the Contractor in the Contract and shall be paid by itself to the person, persons, or body to whom they may be due or payable.
- 4.3 In the event of any claim being made or brought against the Principal in respect of any of the matters stated in this clause, the Contractor shall be immediately notified thereof. The Contractor shall, with the assistance if required of the Principal, but at the Contractor's sole expense, conduct all negotiations for the settlement of the same or any litigation that may arise there from and in the event of the failure by the Contractor so to do, the Principal shall have power to suspend payment of any money due to the Contractor under the Contract until such claim has been satisfied, settled, or withdrawn. Should any money due, or which may thereafter become due, to the Contractor, or which may have been deposited by the Contractor as security under the Contract, be insufficient to satisfy or settle any such claim and such claim has not been satisfied or withdrawn at the date when the Contract would otherwise have been completed, the balance outstanding in respect of the claim shall be a debt due by the Contractor to the Principal.

#### **5. Settlement of Disputes**

- 5.1 The parties agree to attempt in good faith to resolve through negotiation any dispute regarding the Contract.
- 5.2 Either party may refer to an appropriate independent expert, agreed to by the parties, any Services for examination and report as to their compliance with the Contract. The decision of the expert shall be final and binding upon both parties, and the expense of such reference shall be paid by the unsuccessful party.
- 5.3 Subject to the provisions of clause 5.2, any dispute or unresolved claim arising out of or relating to the Contract or the breach, termination or invalidity thereof ('the dispute') shall first be the subject of conciliation before a conciliator who is either agreed to by the parties or, failing agreement, who is appointed by the President of the Institute of Arbitrators and Mediators (WA Branch).
- 5.4 If the dispute has not been resolved within 28 days (or such other period agreed in writing between the parties) after the appointment of the conciliator, the dispute shall be referred to arbitration to be effected:
  - (a) by an arbitrator mutually agreed upon between the parties; or
  - (b) in default of such mutual agreement, by an arbitrator appointed by the President of the Institute of Arbitrators and Mediators,in accordance with the provisions of the Commercial Arbitration Act 1985.

#### **6. Time**

- 6.1 Services under the Contract shall be supplied punctually at or within the time stated in the Order and in this respect time shall be of the essence of the Contract.

- 6.2 The Contractor shall be entitled only to such extensions of time for compliance with the Contract as the Principal, upon the written application of the Contractor, may in its absolute discretion grant in writing.

## **7. Supply of Services by Order**

- 7.1 The Contractor shall fulfil all orders for Services placed by the Principal during the term or currency of the Contract.
- 7.2 Where the Contract is for the supply of Services by reference to a list of Services and prices in a Schedule to the Specification, the Principal shall not be required to take or accept all or any of the Services listed **EXCEPT** such of the Services as may be ordered by the Principal from time to time during the period of the Contract.
- 7.3 Where the quantity or value set out in any Schedule to the Specification is described as 'approximate' it shall be regarded only as an estimate of the quantity or value which may be required under the Contract and the Principal shall not be required to take or accept the said nominated approximate quantity or value of Services.
- 7.4 The right is reserved for the Principal to order its requirements of any one type or item of the Services either at one time or in instalments or in such quantities as may be required from time to time.
- 7.5 Nothing herein contained shall oblige the Principal to take or accept all its needs or requirements of the Services solely from the Contractor nor shall be taken to confer any exclusive right upon the Contractor to provide the Services to the Principal. The Principal shall be free at all times to obtain the Services or any part of them from any other source provider or supplier thereof except Services the subject of an existing order to the Contractor.

## **8. Stamp Duty**

The Contractor shall pay all stamp duties in connection with the Contract.

## **9. Goods & Services Tax**

- 9.1 For the purposes of this clause:
- (a) "GST" means goods and services tax applicable to any taxable supplies as determined under the GST Act.
  - (b) "GST Act" means A New Tax System (Goods and Services Tax) Act 1999 and (where the context permits) includes the Regulations and the Commissioner of Taxation's Goods and Services Tax Rulings and Determinations made there under and any other written law dealing with GST applying for the time being in the State of Western Australia.
  - (c) "Supply", "taxable supply" and "tax invoices" have the same meanings as in the GST Act.
- 9.2 Where the supply of the Services or any part thereof is a taxable supply under the GST Act:
- (a) The Contract Price shall be inclusive of all applicable GST at the rate in force or the time being.
  - (b) The obligation of the Principal to pay the Contract Price or any instalment thereof, and the right of the Contractor to recover the Contract Price or any instalment thereof, shall be subject to and conditional upon the prior issue by the Contractor and the prior receipt by the Principal of a tax invoice in respect of the Contract Price, or the relevant instalment thereof, which complies in all respects with the GST Act.
  - (c) This provision applies notwithstanding any other provision of the Contract or any legislation or rule of law to the contrary, but does not apply if the Contractor is not registered for GST, and is not required to be so registered, under the GST Act.
- 9.3 The Contractor shall at all times observe, perform and comply with all applicable provisions of the GST Act relative to the supply of the Services under the Contract.

## **10. Price Variations**

- 10.1 Contract prices shall be firm for the term of the Contract.
- 10.2 Where Contract prices are variable, and the Contractor wishes to claim for a variation in price during the term of the Contract, then the Contractor shall give the Principal full details of the make-up of the claim, including all applicable information as to the cost of materials, direct labour, overheads, profit and such other cost components as the Principal may require to verify any claim for variation. All applications for variation must show in statement form the existing approved Contract prices, the proposed price increase and proposed new Contract price on an item by item basis and shall be accompanied by all relevant determinations and documents in support of the claim.
- 10.3 Where the Contract price is the price ruling at date of performance of the Services the Contractor shall produce to the Principal evidence to verify each claim for payment.
- 10.4 Where trade list prices form the basis of the Contract the Contractor shall identify the trade list referred to by date, number or other suitable reference.
- 10.5 Reductions affecting the Contract rates shall be notified by the Contractor to the Principal immediately they occur and the Contractor shall repay to the Principal the full amount of any overpayment made by the Principal within fourteen (14) days of the reduction being authorised by the Principal.
- 10.6 Applications for variation of variable Contract prices or rates by the Contractor shall be submitted in writing to the Principal as far in advance as practicable of the date from which the variation is sought to commence.
  - (a) All variations approved by the Principal shall operate from a date determined by the Principal, which shall not be earlier than the date of the formal application for variation.
  - (b) The onus shall be upon the Contractor to prove to the satisfaction of the Principal all details of any variation claimed.
- 10.7 In all matters of price variations (up or down) the Contractor shall make available to the Principal within the time specified by the Principal such information, records, facts and figures as the Principal shall require. Failure to supply the required information, records, facts and figures shall entitle the Principal to refuse the variation.
- 10.8 Where the variation is to be determined on the basis of decisions by the Australian Competition and Consumer Commission such variations will be effective on the date nominated by the Australian Competition and Consumer Commission and will be binding on all parties. Should the Australian Competition and Consumer Commission cease to operate during the period of the Contract, a new variation arrangement will be negotiated by mutual agreement. If agreement cannot be reached, the Contract may forthwith be determined by either party by written notice to the other.

## **11. Security Deposit**

Not Applicable

## **12. Assigning or Subletting**

The Contractor shall not without the prior consent of the Principal in writing, assign transfer, mortgage, charge encumber, sublet or sub contract the Contract, or any part thereof. The Contractor shall not assign transfer mortgage, charge, or encumber, all or any of the moneys payable or to become payable or any other interest or benefit under the Contract without the consent in writing of the Principal being first obtained. Any consent shall not discharge the Contractor from any liability in respect of the Contract, and shall extend only to the assignment or other transaction actually consented to and shall not be deemed a consent to any other assignment of transaction nor to prevent any proceedings for any subsequent breach of this condition any may be granted or withheld or made subject to conditions in the absolute discretion of the Principal.



### **13. Termination of Contract**

#### 13.1 Where the Contractor

- (a) fails to supply and provide the Services on the due date or dates or at the location or locations specified in the Contract or in any order or to duly and punctually observe and perform all or any of the terms or conditions set out in the Contract; or
- (b) assigns subcontracts or sublets the Contract, or any part thereof, or assigns, mortgages, charges, or encumbers, or attempts to assign, mortgage, charge, or encumber, all or any of the moneys payable or to become payable under the Contract, or any other interest or benefit whatsoever arising, or which may arise, under the Contract without the consent in writing of the Principal being first obtained; or
- (c) (if an individual) becomes bankrupt; or
- (d) (if a corporation) goes into voluntary or compulsory liquidation or goes into receivership or enters into voluntary administration; or
- (e) makes an assignment of its estate for the benefit of its creditors, or makes an arrangement or composition with its creditors; or
- (f) includes any statement fact information representation or material in its Tender which is false untrue or incorrect; or
- (g) fails in any manner to perform the Contract to the complete satisfaction of the Principal;

then, and in every such case, the Principal may give notice in writing to the Contractor terminating the Contract, whether there are any orders remaining to be filled or not and engage or contract with any person or corporation other than the Contractor to perform and complete the same.

#### 13.2 All damages and expenses incurred by the Principal under or by virtue of the provisions of sub-clause

13.1 shall be ascertained and certified to by the Officer, and shall be deducted from any money that may be then due, or may thereafter become due to the Contractor, or that may have been deposited by itself as security in respect of the Contract. If the money then due, or thereafter becoming due to the Contractor, or deposited by itself as aforesaid, shall be not sufficient for that purpose, the balance remaining unpaid shall be a debt due by the Contractor to the Principal, and may be recovered from the Contractor in any Court of competent jurisdiction.

#### 13.3 If the Contract is terminated the monies which have been previously paid to the Contractor on account of the orders filled shall be taken by the Contractor as full payment and satisfaction for all orders executed under the Contract. All sums of money that may be due to the Contractor and unpaid, and all sums of money (if any) held as security, shall be forfeited and may be retained by the Principal.

#### 13.4 Upon termination of the Contract all monies previously paid to the Contractor shall be deemed to be in full satisfaction of all claims of the Contractor of any kind or description whatsoever under or in respect of the Contract.

### **14. Failure to Supply**

Where a state of emergency exists or where the Contractor is unable or fails (for whatever reason) to supply and provide the Services at any time or in any place the Principal may without being liable in any way to the Contractor obtain or acquire such Services as it requires during the state of emergency or at that time or in that place (as the case may be) from any other source supplier or provider thereof. The existence of a state of emergency shall be determined by the Principal in its sole discretion.

## **15. Power to Act for the Principal**

Anything to be done or performed by the Principal may be done and performed by any person duly authorised by the Principal.

## **16. Variation of Contract Terms**

None of the terms of the Contract shall be varied, waived, discharged or released either at law or in equity, unless by the express agreement of the Principal in writing.

## **17. Suspension of Payments**

Should the Contractor refuse or neglect to carry out the instructions of the Principal in regard to any matter connected with the Contract, the Principal may suspend all payments to the Contractor until such instructions have been complied with.

## **18. Deduction of Charges or Debts**

- 18.1 Without limiting the Principal's rights under any of the foregoing clauses hereof, any debt due from the Contractor to the Principal may be deducted by the Principal from any moneys which may be or thereafter become payable to the Contractor by the Principal, and if such moneys are insufficient for this purpose, then from the Contractor's security under the Contract. Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of the debt or any balance that remains owing after deduction.
- 18.2 The Contractor hereby acknowledges and agrees that all moneys becoming payable by the Contractor in respect of the Contract and all costs, expenses, losses, and damages hereinbefore mentioned, and for which the Contractor shall become liable at any time under the Contract, may be deducted and paid by the Principal from any sum or sums due, or which may become due, to the Contractor under or in respect of any other Contract or Contracts which may be subsisting between the Contractor and the Principal for the time being.

## **19 Payment**

- 19.1 The Principal shall pay or cause to pay to the Contractor, upon the certificate of the Officer, all sums of money due or to become due to the Contractor under the Contract, in the amounts and at the times set forth in the Contract, and shall pay or hand over the Security (if any) deposited to the Contractor within fourteen days after the Officer has certified that the Contract has been satisfactorily completed. Failure by the Principal to pay the amount payable at the due time will not be grounds to vitiate or avoid the Contract.
- 19.2 Where the Contract is a schedule of prices Contract to be executed at the rates or prices given in the Contract, then the Services shall be paid for at their schedule rates and not at the total amount of the Contractor's tender.
- 19.3 The Contractor shall not be entitled to any interest, credit charge, service fee or any other fee or charge for extending credit or allowing time for the payment of money becoming due for the provision of Services unless expressly provided for in the Contract.
- 19.4 The Principal shall not be obliged to pay accounts of the Contractor unless received by the paying officer nominated on the Order.
- 19.5 All periods for payment of invoices shall be calculated from the date of preparation of the invoice.

## **20. Service of Notices**

Any notice, order, instruction or communication required to be, or that may be served on or given to the Contractor by the Principal or the Officer shall be deemed to have been sufficiently issued or given to or served upon the Contractor if it is handed to the Contractor or is sent by prepaid post to or is left at the address of the Contractor stated in its Tender or at such other address as is notified in writing by the Contractor to the Principal.

## **21. Contractor to Inform Itself**

21.1 The Contractor shall be deemed to have:

- (a) examined carefully and to have acquired actual knowledge of the contents of the Drawings, Specification, Schedules, Bills of Quantities (if any), Conditions of Tendering, these 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 Contractor for the purpose of tendering; and
- (b) examined the site and its surroundings; and
- (c) satisfied itself as to the correctness and sufficiency of its tender and that its price covers the cost of complying with all its obligations under the Contract and of all matters and things necessary for the due and proper performance and completion of the Contract.

Failure by the Contractor to do all or any of the things it is deemed to have done under this clause will not relieve the Contractor of its liability to perform and complete the Contract in accordance with the terms and conditions thereof.

## **22. Complying with Statutory Requirements**

22.1 The Contractor shall comply with the requirements of all Acts of the Parliament of the Commonwealth and with the requirements of the provisions of all Acts of the Parliament of the State of Western Australia and with the requirements of all ordinances, rules, regulations, by-laws, orders, codes of practice and proclamations made or issued under any such Act and with the lawful requirements of public and other authorities in any way affecting or applicable to the Services or the performance of the Contract.

22.2 Without limiting in any way the generality of the foregoing, the Contractor shall duly and punctually observe, perform and comply with the provisions of the Occupational Health, Safety and Welfare Act 1984 and all improvement notices, prohibition notices and codes of practice (if any) issued thereunder and having application to this Contract.

22.3 If, in the opinion of the Contractor, the provisions of any document forming part of the Contract are at variance with any such requirements, the Contractor shall give written notice to the Principal specifying the departure from such provisions which he considers necessary to comply with such requirements.

## **23. Property Damage and Public Risk**

23.1 Subject to the next succeeding paragraph of this clause, the Contractor shall indemnify and keep indemnified the Principal against all loss of or damage to the property of the Principal and from and against any claim, demand, action, suit or proceeding that may be made or brought by any person against the Principal, or the employees, professional consultants or agents of the Principal or any of them in respect of personal injury to or the death of any person whomsoever or loss of or damage to any property whatsoever arising out of or as a consequence of the supply or provision of the Services by the Contractor or its employees, agents or sub-contractors and also from any costs and expense that may be incurred in connection with any such claim, demand, action, suit or proceeding.

- 23.2 The Contractor shall not, under the last preceding paragraph of this clause, be rendered liable for or in respect of personal injury to or the death of any person or loss of or damage to property resulting from any breach by the Principal of any provision of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal or for or in respect of any claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto.

#### **24. Accident or Injury to Employees**

The Contractor shall indemnify and keep indemnified the Principal against liability for all loss or damage resulting from personal injury to or the death of (other than such injury or death resulting from any breach by the Principal of any of the provisions of the Contract or any negligent act or omission of the Principal, or the employees, professional consultants or agents of the Principal), the Contractor or of any sub-contractor occurring during the currency of the Contract and arising out of or in connection with the supply or provision of the Services under the Contract or the performance of the Contract and against all claims, demands, actions, suits or proceedings, costs and expenses whatsoever in respect thereof or in relation thereto, whether at Common Law or under any statute.

#### **25. Insurance**

- 25.1 Without limiting its obligations and responsibilities the Contractor, in the joint names of itself and the Principal for their respective rights, interests and liabilities, shall effect and keep in effect during the currency of the Contract insurance policies covering all matters referred to in clauses 23 and 24.
- 25.2 The insurance policies shall contain a cross-liability clause and otherwise be in terms, and effected with an insurance company, approved by the Principal which approval shall not be unreasonably withheld.
- 25.3 The Contractor shall lodge certificates of proof the required insurance policies with the Principal before the commencement of the Services provision and at such other times as the Principal may require.

#### **26. Warranties**

The Contractor shall obtain warranties as specified in the Contract and shall ensure that the Principal will have the benefit of the warranties. The Contractor shall ensure that the Principal will have the benefit of any warranties specified in the Contract that are obtained by the Sub-contractors of the Contractor.

#### **27. Industrial Awards**

- 27.1 With respect to all work done in Western Australia under the Contract, the Contractor shall observe, perform and comply in all material respects with all relevant Industrial Awards, Industrial Agreements and orders of Competent Courts or Industrial Tribunals applicable to the Services and the work to be done under the Contract.
- 27.2 Failure by the Contractor to comply with sub clause 27.1 here of shall entitle the Principal by notice in writing to the Contractor to forthwith terminate the Contract, but without prejudice to any other rights or remedies of the Principal.

## **APPENDIX C – DESIGN DOCUMENTATION AND MINIMUM SPECIFICATIONS**

**Appendix Items to be included in final RFT**

**APPENDIX D – SITE LAYOUT**

## **APPENDIX E – PROPOSED SITE PLAN**

**APPENDIX F – CONCEPT PLAN, LANDSCAPE PLAN,  
MATERIAL SCHEDULE**



Shire of Narembeen

**SURFACE OPTIONS ANALYSIS**

**FOR THE NAREMBEEN TENNIS AND HOCKEY CLUBS**



**INTENDED AUDIENCE**

This report is intended for the Shire of Narembeen, Narembeen Cricket, Tennis and Hockey Clubs

**DISCLAIMER**

This document has been prepared by the Wheatbelt Business Network. All effort has been made to confirm and validate the information. No other party should rely on it, the inferences or forecasts – it has been provided only to the client. In addition to this report are suggestions and project outcomes which may have unforeseen variables, and there are no guarantees given that they can be achieved.

**AUTHOR**

Caroline Robinson

**DATE**

February 2019

## Contents

1. INTRODUCTION.....	4
2. METHODOLOGY .....	4
3. POLICY CONTEXT .....	5
4. FACILITY AND RECREATION TRENDS.....	5
5. NAREMBEEN TENNIS, HOCKEY AND CRICKET CLUBS.....	8
6. NAREMBEEN RECREATION GROUND.....	10
7. GOVERNING SPORT SURFACE GUIDELINES.....	10
8. FACILITY REQUIREMENTS.....	14
9. OPTIONS ANALYSIS .....	16
10. FINANCIAL PROJECTIONS.....	16
11. OPTIONS RISK ASSESSMENT .....	19
12. OPTION RECOMMENDATION.....	20
13. RECOMMENDED ACTIONS .....	21
14. CONCLUSION.....	21

## 1. INTRODUCTION

The community of Narembeen is well known in the Wheatbelt for its sporting achievements. Narembeen has produced state and national sporting stars and sport and recreation is a key element of the community's wellbeing and cohesiveness.

The Shire of Narembeen engaged the Wheatbelt Business Network to undertake an options analysis around improved surfaces for the Narembeen Tennis Club and Narembeen Hockey Club, so that the Shire and Clubs could make an informed decision on preferred playing surfaces going forward.

The surface preferences for both the tennis and hockey clubs, is one that they can play:

- Safely on, that is an even playing surface in all weather conditions
- With an increased opportunity for more playing hours
- With reduced maintenance and water savings
- With an opportunity to add value to junior player development
- And one that they can host regional competitions on.

The impetus for this options analysis is the fact that both clubs want to:

- Work cooperatively together to determine whether they can share a playing surface
- Achieve savings collectively
- Attract additional income together e.g. joint fundraising, joint sponsorship applications, joint funding applications
- And work together with the Shire of Narembeen towards appropriately timed funding applications.

Currently the Narembeen Tennis Club has a synthetic surface and the Narembeen Hockey Club plays on grass, both at the Narembeen Recreation Centre. Synthetic surfaces have been in existence for over 50yrs and have been popular in WA for tennis, hockey, cricket (wickets) and lawn bowls. Synthetic surfaces have become increasingly conducive to the provision of an increased level of synthetic sports surfaces most notably due to the drier climate and reduction in water resources, the move by local governments towards a co-location of sporting facilities and multi-purpose use of sports surfaces.

The Tennis Club will retain a synthetic surface option, whilst the Hockey Club is exploring a number of surface options including improved grass, uncompromised synthetic surface (for hockey only) and a multi-purpose / hybrid surface with tennis.

## 2. METHODOLOGY

In order to undertake this analysis, the following methodology was used:

- Liaison with local hockey clubs and associations, state sporting associations and Shire of Narembeen
- Exploring financial capacities and potential funding options
- Benchmarking against other regional tennis and hockey facilities to ascertain best practice
- Site investigation and report
- Providing a site plan for discussion
- Developing initial income and possible expenses of facilities for tennis and hockey
- Developing critical success factors

### **3. POLICY CONTEXT**

#### *3.1 Shire of Narembeen*

It can be presumed that multi – purpose surfaces are preferred by local governments over single use, uncompromised synthetic surfaces. Local governments wish to maximise the use of the recreational surfaces that they provide and maximise their investment.

The most relevant strategy for this options analysis, from the Shire of Narembeen Strategic Community Plan 2018 – 2028 is:

3.2 Shire owned sport and recreation facilities enable access to competitive competitions, leisure activities for all ages and help us be physically and mentally fit

3.3 We will investigate major improvements to our sport and recreation facilities following considered cost benefit analysis models

#### *3.2 Hockey WA*

The most relevant strategy for this options analysis, from Hockey WA’s Strategy 2015 – 2020 is:

##### *Participation*

Be a sport of choice for the WA community offering a range of diverse formats to encourage player participation

Strengthening our regional development network engagement

##### *Facilities*

Develop facilities to support participation growth demands across Western Australia

#### *3.3 Tennis West*

The most relevant strategy for this options analysis, from Tennis West Strategic Facilities Plan 2018 onwards is:

1. Increasing venue access and use - Tennis West will prioritise facility access and support the shared use of tennis venues to provide a greater range of physical activity opportunities for local communities

4. Prioritising Infrastructure Investment - Tennis West will drive the development of regional and local tennis plans to guide government investment into the development of tennis facilities in communities of high demand

### **4. FACILITY AND RECREATION TRENDS**

#### *4.1 Synthetic Surfaces*

Synthetic surfaces are now well advanced in their surface technology. Surfaces now help to reduce heat build up for summer daytime use, they are more durable than in the past, they are less abrasive, hockey surfaces do not need water and surfaces are moving towards internationally recognised standards for use by multiple sports.

The advantages of synthetic surfaces are:

- Can be multi-purpose or intense programming can occur, limited only by the provision of lighting,
- Use of synthetic surfaces during wet conditions does not damage the surface, as opposed to natural grass in wet conditions,
- Potentially a consistent quality playing surface if maintained properly,
- Can handle intense usage and do not require rest periods.

The disadvantages of synthetic surfaces are:

- Considerably more expensive construction cost than natural grass,
- Requires replacement,
- Can heat up in hot conditions.

Examples of multi-purpose synthetic surfaces:

- City of Kensington (Victoria), a multi use surface for junior AFL, cricket and soccer. It was the first field in Australia to be sanctioned by the AFL, Cricket Australia and FIFA



Figure 1: City of Kensington

- Shire of Merredin (Merredin Hockey Club, Burracoppin Hockey Club, Merredin Tennis). A hockey surface (sand filled) and 12 tennis courts



Figure 2: Merredin Multi-Purpose Facility

Sport and sport development was traditionally left with individual sport governing bodies and separated from local government. However today, sport is an important element of a community's social, emotional, health, economic and personal development and wellbeing and it has become too important to be left in an uncoordinated planning approach.

Facilities are now multi - purpose rather than for a single sporting purpose and co-location of sports is favoured. Provision of appropriate, sufficient and accessible public sports facilities has a positive influence on personal and community participation in sport and other physical activities.

Additionally in regional Western Australia there is increasing community financial investment into sports facilities as local and state government funding becomes more competitive.

Playing formats are also changing and including the concept of entertainment and social play. For example fast 5 tennis, AFLX, 4 quarters for hockey, big bash cricket etc.

In regards to participation, overall children's participation in organised traditional sports (netball, athletics, hockey, cricket, tennis) has decreased over the past 10 yrs<sup>1</sup> - possibly due to a number of factors including lifestyle changes and lack of volunteers for coordinated sports.

<sup>1</sup> Clearing House for Sport – Participation in Hockey by Australian children 2003 - 2012

## 5. NAREMBEEN SPORTING CLUBS

The Narembeen Tennis Club, Narembeen Hockey Club and Cricket Club are located at the newly upgraded Narembeen Recreation Centre and grounds, which also hosts football and bowls.



Figure 3: Narembeen Recreation Grounds

### 5.1 Narembeen Tennis Club

- Participation in the Eastern Districts Tennis Association
- Pennants and social tennis
- 8 synthetic tennis courts, with back 1 court in exceptionally poor state (9 court allocations altogether)
- 4 courts used for pennants during the season and 8 courts for open day, plus social tennis on weekends and twilight tennis during the week
- Fenced (brick base then wire fencing)
- Synthetic courts will need replacement within next 5yrs as the surface is torn in some areas, heavily worn and there are three heights throughout the current surface
- Southern courts get quite damp when there are wet conditions (drainage holes have been removed since the upgraded Recreation Centre)
- No lighting however tennis is played in the late afternoon (week and weekends)
- Spectator viewing from the Narembeen Recreation Centre
- Captains room and storage area in the upgraded Narembeen Recreation Centre
- Season is October to February
- Major event is the Narembeen Tennis Club Open Day (in 2018 it was a full day of tennis games)
- Facility owned by the Shire of Narembeen
- Annual fee paid to the Shire of Narembeen (which is allocated to the Recreation Reserve)

Narembeen Tennis Club 2017/2018 members:



- 33 senior playing members
- 2 junior playing members
- 4-5 social members

The club has had steady membership for the last 5 yrs.

The Club's surface preference going forward is to have 8 synthetic courts in the same location the current courts are.

### *5.2 Narembeen Hockey Club*

- Participation in the Eastern Districts Hockey Association (established in 2018, previously in the Roe Districts Hockey Association)
- Men's, women's and junior competitions
- 2 grass fields for competition, with only 1 field used for training on most occasions
- Grass is suitable for association standard and has hosted finals as well as carnivals that require two fields (currently the only Club in the EDHA which can readily host carnivals that require 2 fields)
- Low standard of lighting, not suitable for night time competition and hockey training is currently conducted at one end of one field as the lights are poor
- Small hockey shed for the storage of equipment
- No seating for spectators or weather protection
- No fencing
- Season is April to September
- Major events include a one day carnival where all teams from the EDHA play their games at the ground (2 fields are required) as well as finals (rotation or when 2 fields are required)
- The hockey fields are used by the Narembeen Cricket Club during Summer and by the school for athletics
- Facility owned by the Shire of Narembeen
- Annual fee paid to the Shire of Narembeen (which is allocated to the Recreation Reserve)

Narembeen Hockey Club 2017/18 members:

- Minkey approx. 20 children
- Juniors approx. 17
- Womens approx. 18
- Mens approx. 9

In 2018, membership fees of the Narembeen Hockey Club were increased to \$150 for senior players, with \$50 allocated towards an account for a future improved surface.

The club has had steady membership for the last 5yrs with an increasing junior base.

Visiting teams in the Eastern Districts Hockey Association have similar club membership numbers to Narembeen (altogether approx. 240 players).

The Club's surface preference going forward is a multi - purpose synthetic surface, same location but also open to new location or surface option.

For talented hockey players wishing to compete in hockey at regional or state level, experience on synthetic surfaces is vitally important as all regional, state, national and international competitions are now held on synthetic surfaces. Additionally the type of game and therefore skills developed vary according to whether the surface is more uneven and slower (as is generally the case with grass playing fields) or more smooth

and faster (as is generally the case with synthetic fields). Narembeen Hockey Club players currently have access to the Bruce Rock and Merredin synthetic turfs in their association – with on average a game every fortnight on a turf.

### *5.3 Narembeen Cricket Club*

The Narembeen Cricket Club is a member of the Eastern Districts Cricket Association (6 teams) and plays during the Summer months. The Club curates the grass wicket (2 and a half) and assists in irrigating the cricket field. They use the Shire of Narembeen equipment including a roller. They play between 7-10 home games a year.

### *5.4 Narembeen Football Club*

Played during the Winter months, there are approximately 40 seniors, 15 women and 20 junior members. The club is part of the Eastern Districts Football League. They train in the evening under lights on the southern end of the recreation grounds. There is a junior, men's and women's competition.

## **6. NAREMBEEN RECREATION GROUND**

The fields are irrigated using recycled water (approx. 24 stations on the cricket and hockey fields). There are three lighting towers on the northern end for hockey, one on the western and eastern side for football oval (lights are very dated, take a while to warm up and are very low strength) and two cricket training nets. The hockey fields / cricket field is uneven in some areas, with dry patches and there is no irrigation plan as such.

A walk over the oval, hockey fields / cricket field revealed a few areas of improvement, as suggested by a turf manufacturer who also visited the site:

1. Check the levels of irrigation across the oval, cricket and hockey fields
2. Test the soil across the hockey and cricket fields
3. Review the fertiliser being used
4. De-thatch the fields
5. Conduct a full survey of the site prior to pursuing a surface option

## **7. GOVERNING SPORT SURFACE GUIDELINES**

### *7.1 Tennis*

Tennis Australia's National Court Surface Policy indicates that the court surfaces exhibit different playing characteristics for ball (pace, spin and bounce) and foot reaction (traction), so the choice of surface should be based predominantly on the following factors:

- User preference – knowing your customer needs drives utilisation of facility and requires local knowledge
- Environment – includes all factors from water usage and heat retention, to location and exposure to elements
- Facility needs – overall plan and purpose of the facility e.g tournaments, athlete development, community play

- Maintenance – in a highly dependent volunteer environment, high material costs and labor is prohibitive
- Replacement Cost – consideration of the lifecycle of surface choice is required

The types of tennis surfaces on offer include:

Surface	Description
Acrylic	Hard courts (cushioned and non cushioned)
Clay	Unbound mineral aggregate
Grass	Natural grass grown from seed
Synthetic Clay	Sand dressed and or rubber dressed surface with the appearance of clay
Synthetic Grass	Artificial surface with the appearance of natural grass and sand filled
Other	Asphalt, carpet, concrete, hybrid clay, wood

Currently in the Shire of Narembeen there are:

- Synthetic courts (8) in Narembeen
- Synthetic courts (4) in Mt Walker

In the surrounding towns there are tennis courts in Bruce Rock, Merredin (2 clubs), Hyden, Kondinin and Corrigin.

## 7.2 Hockey

Currently the types of synthetic hockey turf<sup>2</sup> on offer include:

Surface	Description
Non filled 'wet' turf	Designed specifically for hockey and has become the surface of choice for top-level competitions
Sand dressed turf	The pile is slightly longer and more open, which allows it to be partly dressed with a sand ballast. This ballast helps allow the surface to be used when dry or wet
Sand filled turf	The surface is almost totally filled with sand to keep the pile standing upright. This provides a durable surface that can sustain high levels of use, making it particularly suitable as a multi-sport surface
Textile surface	Manufactured using a needle-punch technique that produces a thick fleece-like surface, that is normally filled with sand. The surface provides a durable, relatively fast and consistent playing surface that is used for community and development hockey
Long pile	Known as long pile or 3G synthetic turf surfaces, these types of surface are designed to replicate the playing qualities of natural grass and are primarily used for football and rugby. Some multi-sport forms have been developed to allow football and hockey to be played on the same field
Multipurpose	Recognising that facilities on which hockey is played also often have to be used by other sports, the FIH Quality Programme for

<sup>2</sup> Federation of International Hockey – Hockey Turf and Field Standards 2017

	Hockey Turf includes three categories of Multi-Sport Surface. Multi-Sport 1 and Multi-Sport 2 Approved Products are based on sand dressed or sand filled synthetic turf surfaces or textile surfaces, that are laid on shock pads that provide slightly wider ranges of performance than those used specifically for hockey. When considering installing an FIH Multi-Sport surface, it's suitability for other sports should be verified by reference to the appropriate specifications of the relevant sports federations. FIH certification only assesses the suitability of the surface for hockey.
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Currently in the Eastern Districts Hockey Association there are the following classes of hockey turf (classifications from the Federation of International Hockey):

<b>Town / Team</b>	<b>Surface Classification</b>	<b>Current Competition Standard</b>	<b>Distance from Naremben</b>
Bruce Rock / Bruce Rock	National Class 1 <sup>3</sup> (irrigated or dry) (day games only, lights to be erected soon) - International Development Competitions - Continental Competitions - National Club Competitions - Regional Club Competitions - University & College Competitions - Community Club Competitions - Schools Competitions	Community Club Competitions	42kms
Merredin / Merredin and Burracoppin	National Class 2 (irrigated or dry) - International Development Competitions - Continental Competitions - National Club Competitions - Regional Club Competitions - University & College Competitions - Community Club Competitions - Schools Competitions	Community Club Competitions	69kms

In the surrounding associations, Roe Districts and East Avon Women's Hockey Association there are no synthetic hockey turf facilities, they are all natural grass.

### *7.3 Additional Infrastructure*

Currently the Naremben tennis courts do not have any lights. The hockey fields have very poor lighting on the northern end of the field, suitable only for training and even during training the lights are not bright enough or cover enough of the field. Additionally there are two towers for football.

Going forward it is suggested all lights be upgraded on the natural grass at the recreation grounds.

<sup>3</sup> Federation of International Hockey - Hockey and Turf Field Standards 2017

Under the Federation of International Hockey, the lighting class suitable for development and community level hockey competitions is as follows:

Eh maintain lux	Horizontal uniformity ratio	UG	GR-Max	CRI (Ra)	Colour temp
≥ 200	≥ 0.40 (U1) ≥ 0.60 (U2)	0.60	< 50	> 65	> 4000

Additionally, if lighting upgrades are being planned for tennis and hockey, then lighting should also be upgraded for the football oval, accordingly<sup>4</sup>:

	Maintained average horizontal illuminance (lux)	Minimum horizontal uniformities		Maximum glare rating
Club competition and match practice	100	(u1) 0.5	(u2) 0.3	50

#### 7.4 Additional Playing Surface Comments

- i) The function/role of the synthetic tennis courts is anticipated to remain the same – a facility to accommodate association and club competitions and training as well as use by external organisations such as the school and general community.
- ii) Hockey fields can not be placed on football ovals, due to both being Winter competitions. Hockey fields and cricket fields can be the same fields due to one being a Winter sport and the other being played in Summer.
- iii) The development of a synthetic multi-purpose surface for tennis and hockey could ultimately attract additional use as additional residents and people from further afield are enticed to use the high quality facilities. However this is expected to be minimal.
- iv) If there were three synthetic hockey surfaces within the EDHA the possibility of hosting international / national competitions will be increased. Bruce Rock could host competition games and Merredin and Narembeen could be the training facilities or for lower grade games. Accommodation venues across all three towns could then be utilised as Bruce Rock and Narembeen do not have enough accommodation amongst themselves.
- v) As yet, the Merredin and Bruce Rock synthetic hockey surfaces are yet to attract state or national games, it requires a high degree of organisation (Bruce Rock synthetic surface opened in 2018 and the Merredin multi-purpose surface opened in 2012).
- vi) Establishment costs for a multi – purpose surface are similar to the construction costs of a synthetic hockey surface.

<sup>4</sup> AFL Preferred Facility Guidelines for State, Regional and Local Facilities 2012

vii) The lifespan of multi-purpose surfaces is yet to be fully tested, but is estimated at around 10yrs (manufacturers recommend 7-10yrs, Merredin synthetic multi-purpose turf proposed for replacement after 12 - 15yrs plus)

viii) It is unlikely a water based synthetic hockey turf is an option, due to limited water resources in Narembeen. Synthetic surfaces for both sports are preferred to conserve water in Narembeen.

ix) A multi – purpose surface is a possibility, to improve the current playing surfaces for tennis and hockey, to conserve water and reduce long term labor costs for the Shire of Narembeen (vs. natural grass for hockey).

x) It is not anticipated that a population increase or an increase in sports participation will increase greatly to justify two separate synthetic surfaces – courts for tennis and a synthetic turf for hockey.

xi) It is unlikely additional sports can be included in the options analysis around a synthetic turf as there are no official clubs established e.g. soccer and athletics can also be played on a multi – purpose synthetic surface but are not offered presently in Narembeen or the sub region (junior athletics only in Merredin).

xii) The Narembeen Cricket Club prefers a grass wicket and options for a drop in wicket or synthetic wicket are not preferred (cost, time to manicure a turf drop in wicket etc).

xiii) There is no longer a greenkeeper at the Shire of Narembeen, oval and fields managed by the outside works crew.

xiv) Any works done to the hockey and cricket fields should be also applied to the oval e.g. drainage improvements etc.

## 8. FACILITY REQUIREMENTS

The following table outlines the current and future requirements of the Narembeen Tennis Club and Narembeen Hockey Club.

Feature	Hockey	Tennis
Size of one playing field / court	91.4mm x 55m	10.97m x 23.77m
Number of fields for a viable local and sub regional competition	Minimum one field North to South orientation	Minimum 6 courts North to South orientation
Area around the playing field / court	No less than 3m around the field	No less than 3m around the court
Ideal playing surface	Sand dressed turf which does not require water	Synthetic court
Ideal lighting requirements	Day competition in the EDHA at present so only training lights required	Day competition at present
Goal / nets required	2	One net per court
Fencing	Some fencing may be required around the field (synthetic only) to keep the ball within the playing area, to prevent the ball from hitting spectators, to keep vehicles off the field and to keep animals off. It is	Brick base is ideal for keeping debris off. Some fencing will be required around the courts to keep the ball within the playing area, to prevent the ball from hitting spectators, to keep vehicles off the court and to keep animals such as dogs

	important, however, if a fence is placed around the field, that the community does not feel alienated from this area of public open space.	from the court. It is important, however, that the community does not feel alienated from this area of public open space due to fencing on site.
Types of events held	Training, local and sub regional games, carnivals	Training, social and pennant tennis, sub regional tournaments
Season	Winter (possible Summer season as well)	Summer
Management	Shire of Narembeen	Shire of Narembeen
<p><b>Summary</b></p> <p>Although the tennis and hockey clubs could install a multi – purpose surface for both sports, any shared surface will have to be compromised. Firstly, for hockey and tennis to share the surface the most suitable pile length for each of these sports varies and will have an influence on the speed of the ball or suitability of the surface for games. Additionally different shock pads will be used. If the multipurpose surface is to be well utilised, it needs to provide a high standard playing surface that will be suitable for regional and state level competitions so as to attract capital funds.</p>		

## 9. OPTIONS ANALYSIS

See appendix 1

## 10. FINANCIAL PROJECTIONS

### 10.1 Capital Costs By Surface

Surface	Construction	Details
Hockey – natural grass	> \$250,000	2 existing fields Drainage and irrigation works
Hockey – natural grass	Undetermined	1 field Constructed at southern end of reserve
Tennis – synthetic surface	~ \$350,000	Sports Surfaces Tennis (9 courts, some fencing, line marking) Excludes removal of current surface and some earthworks, water and power, drainage
Hockey – synthetic surface	~ \$292,560	Tiger Turf Evo Pro (pad and turf installation only) Excludes removal of current surface, earthworks and preparation, drainage
	~\$700,000	All works and surface
Multi - purpose surface	~\$820,000	Sports Surfaces Tennis and Hockey (12 tennis courts, 1 hockey, fencing, line marking) Excludes removal of current surface, earthworks and developments, water and power, drainage

### Ongoing Costs Natural Grass

Cost Item (2 fields)	Cost and Frequency	Year 1	2	3	4	5	6	7	8	9	10	Total 10yrs	Total 30yrs
Regular maintenance and cleaning	\$20,000 annually	\$20k	\$20k	\$20k	\$20k	\$20k	\$20k	\$20k	\$20k	\$20k	\$20k	\$200k	\$600k
Line Marking	Volunteer												

Note: labor costs are included

### Ongoing Costs Single Use (tennis only)

Cost Item	Cost and Frequency	Year 1	2	3	4	5	6	7	8	9	10	Total 10yrs	Total 30yrs
Professional Clean	\$4000 Bi - annually		\$4K		\$4K		\$4K		\$4K		\$4K	\$20K	\$60K
Patch Repairs						\$10K						\$10K	\$30K
Line Marking	Included in construction												
Resurface	Once off											\$300K	\$390K



### Ongoing Costs Multi - Purpose Synthetic Surface (hockey and tennis)

Assumption - after 30 years the playing surface/s will need to be replaced including base works, the total 30 year life span cost including the initial construction cost of \$820,000 + 30 year maintenance and resurfacing costs of \$1.65M = \$2.47M ex GST.

This equates to an annual life cycle cost of \$82,333p.a.

Cost Item	Cost and Frequency	Year 1	2	3	4	5	6	7	8	9	10	Total 10yrs	Total 30yrs
Regular maintenance and cleaning	\$10,000 annually	\$10k	\$10k	\$10k	\$10k	\$10k	\$10k	\$10k	\$10k	\$10k	\$10k	\$100K	\$300K
Professional Clean	\$4000 annually	\$4K	\$4K	\$4K	\$4K	\$4K	\$4K	\$4K	\$4K	\$4K	\$4K	\$40K	\$120K
Patch Repairs						\$10K						\$10K	\$30K
Line Marking	Included in construction												
Resurface	Once off											\$400,000	\$1.2M

### 10.2 Anticipated Income

	Anticipated additional income p.a (hire fees)	Proposed annual fees (Shire of Naremben)	Proposed club membership fees	Proposed club annual asset fund contribution	Proposed Shire annual reserve allocation (above current levels)
Synthetic Tennis Courts Only	≥ \$500		Tennis increase	\$	
Synthetic Hockey Only	≥ \$1000		Hockey increase	\$30,000	
Multi - purpose Surface	≥ \$1000		Tennis increase Hockey increase	\$15,000 - \$20,000 per club	
Improved natural grass	0		No increase	Nil	

Note:

Visiting players are not charged a fee to play on the Merredin multi – purpose surface or Bruce Rock hockey surface during the season (weekend games).

This practice is not recommended for a multi – purpose surface in Naremben or if a single use surface is pursued for hockey.

Visiting clubs are charged fees to hire the Merredin multi – purpose surface and Bruce Rock hockey surface for training e.g. Country Week.

If a multi-purpose surface is pursued, both the Naremben Tennis Club and Naremben Hockey Club should agree on equal financial contributions towards the ongoing maintenance of the multi-purpose playing facility and surface. Additionally, it is recommended annual membership fees are increased at both clubs – the facility will be of an improved standard.

### 10.3 Possible Funding Sources for Surface Improvements

Funding Source	Amount	Likelihood	Timeframe	Details
Shire of Narembeen	\$1.5M	Medium	2021/2022	Detailed in the Long Term Financial Plan Requires forward budget allocation and Council endorsement
Ramelius Resources	\$50,000	Low	1-2yrs	Sponsorship Unconfirmed and no approach as yet (dependent on mine activity)
Go Narembeen Progress Association Inc	\$50,000	Medium	1yr	Requires consideration and alignment to Association objectives, no approach as yet
Narembeen Tennis Club	\$50,000	High	Next 5yrs	For tennis surface only Savings and future fundraising
Narembeen Hockey Club	\$50,000	High	Next 5yrs	For hockey surface only Savings and future fundraising
State Government (CSRFF) - Hockey		Medium	1-2yrs	Up to a 1/3 of the total project cost Likely for an improved grass field/s Unlikely for a synthetic turf / multi-purpose surface
State Government (CSRFF) - Tennis		Low	1-2yrs	Up to a 1/3 of the total project cost Moderate for a tennis re-surface Unlikely for a synthetic turf / multi-purpose surface
Australian Sports Foundation		Medium	1 – 2yrs	Fundraising platform Tax deductible
Loan from the Shire of Narembeen to the Club/s		Medium	Immediate	Low interest loan to club/s
In Kind		High	Immediate	Earthworks, demolition, fencing, transport etc completed by the club/s

### 10.4 Savings

The development of synthetic surfaces will have an impact in reducing natural grass maintenance costs at the Narembeen recreation grounds. The reduction will only be minor because:

- A ground will need to be maintained for the Narembeen Cricket Club
- The 2 hockey fields are likely to remain, but not as a playing surface, rather a passive recreation space
- If there is a reduction in the area of natural grass it will not result in the same reduction in grass maintenance savings. This is because the costs of maintaining active grass spaces are subject to significant economies of scale. Some costs such as the transportation of equipment to and from the grounds are relatively fixed, regardless of their size. Additionally, certain activities are labour intensive such as whipper snipping around edges of the grounds

## 11.OPTIONS RISK ASSESSMENT

Surface	Risk	Likelihood	Impact	Mitigation
Natural Grass	Construction of new field on southern end – impact on water tanks, car parking	M	M	Full site survey and costing
	Improvement in a hockey surface will impact the Narembeen Cricket Club (oval, wicket and training nets) and Football Club	H	L	Consultation with the Cricket Club and Football Club throughout the process
Synthetic Surface (any)	CSRFF does not fund resurfacing (relevant to the current tennis courts which are classified as a resurface)	H	H	Liaison with the State Government Identification of multiple funding streams
	Volunteer burn out to generate funds for the capital cost of surface improvements	H	H	Discussion at club level Realistic determination of funding levels that clubs can contribute to Identification of multiple funding streams
	Limited additional income generation for any new surface	H	L	Realistic forward planning and budget setting by the Shire of Narembeen Full cost benefit analysis of options Discussion regarding impact on rates
	Shire and sporting clubs try to reduce costs by completing works themselves	H	H	Project Management by experts Outsourcing is minimal Quality control systems and processes Project is well funded
	Multiple sub-contractors engaged for works (engineer, project management, surface) to reduce costs	M	H	Outsourcing is minimal Quality control systems and processes Project is well funded

				<p>Option 1 – Surface contractor completes the entire project</p> <p>Option 2 - Negotiate turf surface separate from preparation and installation –Needs a tight contract and desired finish specified</p>
Multi - purpose	Negative impact on the Merredin multi-purpose synthetic turf and Bruce Rock single use hockey synthetic turf (patronage, income)	H	M	Consultation within the EDHA Fixture planning is conducive of all clubs in the association
	CSRFF does not fund resurfacing (relevant in 10-12yrs time when the surface needs replacement)	H	H	Forward planning and budgeting by the Shire and clubs Asset fund established by the clubs for future replacement costs Multiple funding streams identified
	Club communication breaks down for a multi-purpose facility	M	H	Joint planning with clubs from the outset Formal MoU / agreement in place regarding asset management

## 12.OPTION RECOMMENDATION

Club	PREFERRED CLUB OPTION	SECONDARY CLUB OPTION	WBN RECOMMENDATION
Narembreen Tennis Club	8 x synthetic courts	6 x synthetic courts	6 synthetic courts for tennis only 2 or 3 synthetic courts marked for tennis and marked for hockey use (D and a ¼ field for hockey training)
Narembreen Hockey Club	National Class 2 (FIH) Synthetic hybrid surface	High quality 2 x natural grass fields	High quality 2 x natural grass fields at the existing site (drainage works, surface improvements)
Additional infrastructure	<p>Lights along the eastern edge of the tennis courts / hockey fields, running north to south</p> <p>Lights for football training (eastern and western sides)</p> <p>Any natural grass improvements to hockey and cricket should also occur on the football oval</p>		

### 12.1 Timeframe

There is no urgency to replace the tennis courts, with the Narembreen Tennis Club indicating it would like to undertake the work in the next 5-7yrs.

There is some urgency to improve the hockey fields, and a demonstrated need to improve the lighting for hockey training.

## 13.RECOMMENDED ACTIONS

1. Presentation of this options analysis to the Shire of Narembreen, Narembreen Tennis Club, Narembreen Hockey Club and Narembreen Cricket Club to discuss the findings
2. Undertake these activities across the oval, hockey and cricket fields in the immediate future:
  - a. Check the levels of irrigation across the oval, cricket and hockey fields
  - b. Test the soil composition across the oval, hockey and cricket fields
  - c. Review the fertiliser being used
  - d. De-thatch the oval and fields
  - e. Conduct a full survey of the site prior to pursuing a surface option
3. Once the above activities have taken place, review the surfaces that the Wheatbelt Business Network has recommended:
  - f. 6 synthetic tennis courts, with 3 additional courts at the northern end for use by the tennis and hockey club
  - g. Improved grass surface (oval, cricket, hockey fields)
  - h. Improved lighting across all natural grass at the recreation grounds (mainly for hockey and football)
4. Discuss with the sports the priority of future funding applications to the State Government (tennis surface, natural grass, lighting)
5. Discuss with the sports their preferred timeline and financial plan forward

Additionally, these activities:

1. Recognition by both clubs that funding for any playing surface will require volunteer contribution and financial commitment in the short and long term - Small fundraising jobs e.g. catering will not raise enough money in a reasonable amount of time
2. Establishment of an asset account by both clubs where asset contributions can be made for any future surface. A requirement of CSRFF, prior to any application and ideally established in advance of the application for a synthetic surface (not for natural grass).

## 14.CONCLUSION

This options analysis finds that an improvement in playing surfaces at the Narembreen tennis courts and hockey fields is required. Whilst synthetic surfaces for both sports is ideal, there are a number of factors which make the reality difficult to achieve.

The recommended option is 6 new synthetic tennis courts, with an additional area marked for 2 or 3 tennis courts and a 'D' for hockey training during Winter and significant upgrades and improvements to the existing 2 hockey fields (drainage, surface levelling and lighting). Additionally, if the hockey and cricket grass fields and lighting are to be improved it should include improvements to the oval surface and lights. These

recommendations are a happy medium between the preferences of all clubs and is considerate of the current and future resources of both the clubs and the Shire of Narembeen.

## Information Sources and Consultation

- Narembeen Tennis Club
- Narembeen Hockey Club
- Shire of Narembeen Council Turf Sub Committee
- Merredin Womens Hockey Club
- Shire of Narembeen
- Shire of Merredin
- Shire of Kellerberrin
- Shire of Kondinin
- Bruce Rock Hockey Club
- Narrogin Hockey
- Eastern Districts Hockey Association
- Department of Sport and Recreation
- Eastern Districts Hockey Association
- Greenacres Turf Company
- Federation of International Hockey
- Tennis Australia
- Australian Sports Commission

## APPENDIX 2

### *Statistical Profile of the Shire of Narembeen*

- WAEC Electorate Roll (Sept 2016) - 538 people (2015/16 financial year was approximately 610): 165 ratepayers who do not reside in Narembeen, 344 individuals who are ratepayers who have Narembeen addresses
- Population decline: 10.51% from 904 to 809 between 2006 and 2016 (ABS, Census 2016)
- Median age: 46yrs (ABS, Census 2016)
- Indigenous proportion of the population has increased in the Shire from 2.10% to 2.35% from 2006 – 2016 (currently 19 persons in the Shire) (ABS, Census 2016)
- Median weekly income has increased from \$452 in 2006 to \$763 in 2016 (ABS, Census 2016)

### *Community Profile of the Shire of Narembeen (INSIGHT Regional Australia Institute – data compiled using a number of state and federal data sets between 2010 - 2016)*

- Increasing role and importance of community leadership in the Shire
- Building capacity is high
- High levels of volunteerism in the Shire but a high risk of volunteer fatigue and the number of volunteers that can contribute
- Relationships were ranked low but had a high priority in determining outcomes
- Poor access to telecommunications infrastructure and services to keep up with residential and business demand
- Access to GP services ranked highly
- High business turnover (dollars) and high number of working hours invested into the business
- Outward migration of high school students and youth in general from 12 – 25yrs



OPTION	DETAILS	POSITIVES	NEGATIVES / RISKS	APPROX COST (EX GST)
<p>New synthetic surface for tennis only Hockey surface status quo</p> <p>Shire of Narembbeen - Attachment</p>	<ul style="list-style-type: none"> <li>6 tennis courts / 8 tennis courts</li> <li>Majority of tennis court fencing can remain</li> <li>Minor earthworks required for tennis courts</li> <li>Preparation of base required for tennis courts</li> <li>Hockey surface remains as status quo (approx. \$25,000 maintenance p.a) but to receive new competition grade lights for evening training and competitions</li> </ul>	<ul style="list-style-type: none"> <li>Reduced capital contribution and maintenance costs on the Shire (vs. multipurpose surface or two synthetic surfaces)</li> <li>Hockey club does not have to financially contribute towards a new hockey surface but only lights</li> <li>Potential DSR support</li> </ul>	<ul style="list-style-type: none"> <li>Tennis will have to contribute towards a sinking fund for the future replacement of the surface, consideration towards volunteer drain</li> <li>Potential increase in tennis club membership fees</li> <li>Hockey club does not receive an improved surface</li> <li>Feedback regarding the current hockey fields is not addressed</li> <li>Two surfaces to maintain (tennis court cleaning, grass maintenance)</li> <li>Water consumption on grass hockey field continues</li> </ul>	<p>TENNIS</p> <p>Sports Surfaces Tennis (9 courts, some fencing, line marking) \$350,000 (Excludes removal of current surface and some earthworks, water and power, drainage)</p> <p>Competition LED Lighting for Hockey up to \$200,000, may impact grass fields</p>
<p>New synthetic surface for tennis only Significant upgrade to the current grass surface for hockey</p> <p>Ordinary Member</p>	<ul style="list-style-type: none"> <li>6 tennis courts / 8 tennis courts</li> <li>Minor earthworks for tennis courts, some fences can be retained</li> <li>Preparation of base required for tennis courts</li> <li>OPTION 1 - Hockey</li> <li>Raised hockey field with retaining wall and grass (see Kellerberrin and Hyden hockey fields)</li> <li>Hockey field - southern end of the recreation grounds (new construction)</li> <li>OPTION 2</li> <li>Improved drainage at existing fields</li> <li>Lights for night time training and competition</li> </ul>	<ul style="list-style-type: none"> <li>Reduced capital contribution and maintenance costs on the Shire (vs. multipurpose surface or two synthetic surfaces)</li> <li>Hockey club financial contribution towards a new surface is reduced, contribution to lights</li> <li>Improved water drainage of the hockey field when raised</li> <li>No surface replacement required for grass</li> <li>Shire can complete the works for the new grass surface (reducing costs)</li> <li>No impact on cricket nets</li> <li>Potential DSR support</li> </ul>	<ul style="list-style-type: none"> <li>Protection from the wind whilst sowing seed for the new grass is a serious consideration (this impacted the Kondinin field and it has not recovered)</li> <li>Water consistency is required on a grass field</li> <li>Volunteer hours in weeding</li> <li>Two surfaces to maintain (tennis court cleaning, grass maintenance)</li> <li>Potential increase in tennis club membership fees</li> </ul>	<p>TENNIS</p> <p>Sports Surfaces Tennis (9 courts, some fencing, line marking) \$350,000 (Excludes removal of current surface and some earthworks, water and power, drainage)</p> <p>HOCKEY</p> <p>New raised grass surface undetermined (Hyden \$80,000), improvements in existing fields up to \$250,000 Competition LED Lighting for Hockey up to \$200,000</p>
<p>New synthetic surface for tennis (unique) New synthetic surface for hockey (unique)</p> <p>February 2019</p>	<ul style="list-style-type: none"> <li>No set location for either the tennis or hockey surface - layout of the recreation area to be reviewed</li> <li>9 tennis courts, 1 hockey pitch</li> <li>Hockey should not be international standard as there is already an international standard surface in nearby Bruce Rock (and same association)</li> </ul>	<ul style="list-style-type: none"> <li>Playing surfaces are unique to each sport</li> <li>Ownership by each club towards unique surfaces</li> <li>Significant reduction in water consumption</li> <li>No grass maintenance</li> </ul>	<ul style="list-style-type: none"> <li>Potentially cost prohibitive on clubs - two new surfaces to be funded with two sinking funds for re-surfacing in the future (not a combined effort)</li> <li>Current cricket nets will need to be removed and relocated (new infrastructure)</li> <li>Tennis or hockey surface location to be determined (cost impact as one will require significant earthworks)</li> <li>Possible impact on parking at the Recreation Centre</li> <li>Significant and costly earthworks for both surfaces</li> <li>Potential for volunteer drain in making annual contributions to the sinking fund</li> <li>Potential increase in club membership fees</li> <li>Potential lack of DSR funding (two hockey turfs within one association, 65kms)</li> <li>Significant capital cost for Shire of Narembbeen if co-funding (impact on rates)</li> </ul>	<p>TENNIS</p> <p>Sports Surfaces Tennis (9 courts, some fencing, line marking) \$350,000 (Excludes removal of current surface and earthworks, water and power, drainage)</p> <p>HOCKEY</p> <p>Tiger Turf Evo Pro (pad and turf installation only) \$292,560 (excludes removal of current surface, earthworks and prep, drainage)</p> <p>** Bruce Rock hockey turf cost \$650,000</p>
<p>Multipurpose playing surface for tennis and hockey</p>	<ul style="list-style-type: none"> <li>12 tennis courts</li> <li>New surface to move slightly north to accommodate spectator viewing</li> <li>Earthworks and preparation required</li> <li>Surface plus fencing required</li> <li>Possibly up to 10 -12yrs plus life prior to replacement (Merredin multipurpose has been suggested after 10-12yrs)</li> </ul>	<ul style="list-style-type: none"> <li>Long term income generation is potentially higher for the multipurpose surface than a new tennis and grass hockey field</li> <li>Reduced grass maintenance costs of the former grass hockey fields, however not significantly as the grass will still need to be maintained for use, albeit not competition grade</li> <li>Dual purpose facility used for approx. 10 - 11 months of the year (vs current situation of two surfaces used 6 months of the year)</li> <li>1 synthetic surface replacing two existing surface maintenance costs (current tennis courts and current grass hockey field)</li> </ul>	<ul style="list-style-type: none"> <li>Current cricket nets will need to be removed and relocated (new infrastructure)</li> <li>12 tennis courts required to ensure even wear and tear across the surface</li> <li>12 tennis courts will over service the tennis club unless they increase participation, competitions</li> <li>Tennis will be played across 12 courts and viewing may be impacted due to the distance from the Recreation Centre</li> <li>Sand surface is anecdotally slippery for hockey (comments from Merredin clubs) - sand is generally required for multipurpose</li> <li>Tennis and Hockey clubs will need to contribute annually towards a sinking fund for surface replacement, potential volunteer drain</li> <li>Potential increase in club membership fees</li> <li>Potential lack of DSR funding (two hockey turfs within one association, 65kms)</li> <li>Significant capital cost for Shire of Narembbeen if co-funding (Impact on rates)</li> </ul>	<p>MULTIPURPOSE</p> <p>Sports Surfaces Tennis and Hockey (12 tennis courts, 1 hockey, fencing, line marking) \$820,000 (excludes removal of current surface, earthworks and developments, water and power, drainage)</p>

Ref: GEO: 150886

**LEASE**

**PART LOT 16224 ON DEPOSITED PLAN 225562  
"SOLAR FARM"**

**SHIRE OF NAREMBEEN  
("Landlord")**

**AND**

**HAWKS RENEWABLE ENERGY TOWN PTY LTD  
("Tenant")**

## CONTENTS

1.	<b>DEFINITIONS AND INTERPRETATION</b> .....	1
1.1	Definitions .....	1
1.2	Interpretation.....	9
2.	<b>OPERATIVE PART</b> .....	11
2.1	Lease of Premises.....	11
2.2	Quiet enjoyment.....	11
2.3	Tenant responsible as if owner.....	12
2.4	Access to Leased Premises .....	12
2.5	Conditions Precedent .....	12
2.6	Discretion of the Shire.....	13
3.	<b>RESERVATION OF LANDLORD'S RIGHTS</b> .....	13
4.	<b>RENT</b> .....	14
5.	<b>RENT REVIEW</b> .....	15
5.1	General .....	15
5.2	CPI Rent Review .....	15
5.3	Market Rent Review .....	16
5.4	Payment of Reviewed Rent .....	17
6.	<b>NOT TO CAUSE RENT REDUCTION</b> .....	17
7.	<b>RATES AND TAXES</b> .....	17
8.	<b>VARIABLE OUTGOINGS</b> .....	18
8.1	Outgoings not separately assessed .....	18
8.2	Final Adjustment for each Year .....	18
9.	<b>TENANT TO PAY FOR SERVICES</b> .....	19
9.1	Services separately assessed .....	19
9.2	Services Not Separately Assessed .....	19
9.3	Bulk supplies Services.....	19
10.	<b>USE OF LEASED PREMISES AND FACILITIES</b> .....	19
11.	<b>SECURITY OF LEASED PREMISES</b> .....	20
12.	<b>COVENANT TO REPAIR AND MAINTAIN</b> .....	20
13.	<b>POSITIVE COVENANTS</b> .....	21
14.	<b>NEGATIVE COVENANTS</b> .....	22
15.	<b>TENANT'S OBLIGATION TO EFFECT INSURANCES</b> .....	24
16.	<b>INDEMNITIES</b> .....	24
16.1	General indemnity.....	24
16.2	Nature of indemnity .....	24
17.	<b>ASSIGNMENT</b> .....	25
17.1	No assignment.....	25
17.2	Property Law Act excluded.....	25
17.3	Changes in beneficial ownership of shares .....	25
17.4	Landlord may consent to assignment.....	25
17.5	Landlord may consent to sublease.....	26
17.6	Landlord may consent to charge .....	27
17.7	Compliance with Acts .....	27

18.	<b>DAMAGE, DESTRUCTION OR RESUMPTION</b>	27
18.1	Definitions	27
18.2	Abatement	27
18.3	Either Party May Terminate	28
18.4	Tenant May Terminate	28
18.5	Exceptions	28
18.6	Landlord to Terminate	28
18.7	Antecedent Breaches	29
18.8	Dispute Resolution	29
18.9	Landlord Not Obligated to Reinstate	29
18.10	Proceeds of Insurance	29
18.11	Resumption of Leased Premises	29
19.	<b>LIMIT OF LANDLORD'S LIABILITY</b>	29
19.1	No warranties or representations	29
19.2	Landlord Not Liable	30
19.3	Landlord only liable while registered proprietor	30
20.	<b>DEFAULT</b>	30
21.	<b>LANDLORD'S POWERS ON DEFAULT</b>	31
21.1	Landlord's right of possession	31
21.2	Landlord may remedy Tenant's default	31
21.3	No prejudice of Landlord's rights	32
21.4	Exercise of rights by Landlord	32
22.	<b>ESSENTIAL TERMS</b>	32
22.1	Breach of Essential Terms	32
22.2	Damage for Breach of Essential Terms	32
22.3	Landlord's Entitlement to Damages	32
22.4	Landlord to Mitigate Damages	33
22.5	Calculation of Damages	33
23.	<b>TERMINATION</b>	33
23.1	Yield up Leased Premises	33
23.2	Remove Tenant's Fixtures	33
23.3	Making Good of Leased Premises on Termination	34
23.4	Landlord Can Make Good	34
23.5	Dealing with Tenant's property not removed at Termination	34
23.6	Tenant to continue to pay Rent and Variable Outgoings	34
24.	<b>OPTION OF RENEWAL</b>	34
25.	<b>HOLDING OVER</b>	35
26.	<b>POWER OF ATTORNEY</b>	36
27.	<b>TRUSTEE PROVISIONS</b>	36
28.	<b>SPECIAL CLAUSES</b>	36
29.	<b>MISCELLANEOUS</b>	36
29.1	Tenant not to permit prohibited matters	36
29.2	Cost of Complying with Obligations	37
29.3	Schedules	37
29.4	Landlord's consent	37
29.5	Proper Law and Jurisdiction	37
29.6	Time for payment	37
29.7	Time of the essence	37
29.8	Certificates	37
29.9	Exercise of rights by Landlord	37

29.10 Landlord may act by agent .....	38
29.11 Variation.....	38
29.12 Giving of notice .....	38
29.13 No moratorium .....	38
29.14 Further assurances.....	38
29.15 Effect of execution .....	38
29.16 Severance.....	38
29.17 Goods and services tax .....	39
29.18 Entire Agreement.....	39
29.19 Headings.....	40
29.20 Termination.....	40
<b>SCHEDULE 1 .....</b>	<b>41</b>
<b>SCHEDULE 2 – SPECIAL CLAUSES .....</b>	<b>44</b>
<b>ANNEXURE “A” – PLAN WHICH IDENTIFIES LEASED PREMISES .....</b>	<b>58</b>

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(c) any person claiming under or through the Tenant;

"Authorised Use" means the use specified in item 1 of Schedule 1;

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

"Commencement Date" means the commencement date specified in item 2 of Schedule 1;

"Common Areas" includes those parts of the Land that the Landlord has set aside (if any) as areas which are open to the public or otherwise available for common use, amenity, or convenience by the Occupiers;

"Conditions Precedent" means the conditions referred to in clause 2.5;

"Consumer Price Index" means the consumer price index compiled by the Australian Bureau of Statistics for the Perth (Capital City) Area (All Groups);

"CPI Rent Review Date" means a rent review date specified in item 8 of Schedule 1 as a "CPI Rent Review";

"Current CPI" means the Consumer Price Index number last published before the relevant Rent Review Date, or if an actuary is appointed under clause 5.2 to determine an index, the number certified by that actuary;

"End Date" means the date specified in item 3 of Schedule 1;

"Event of Default" means the events specified in clause 20 of this Lease and clauses 2 and 3 of the special clauses in Schedule 2;

"Facilities" means the drainage, sewerage and plumbing facilities, and the gas and electrical fittings or appliances in or on the Land or the Leased Premises;

"Final Period" means the period ending on Termination and commencing on the 1 July prior to Termination;

"Financial Year" means a year beginning on 1 July and ending on the following 30 June;

"First Period" means the period commencing on the Commencement Date and ending on the immediately subsequent 30 June;

"Further Term" means each further term specified in Item 9(b) of Schedule 1;

"Land" means the land described in item 5(a) of Schedule 1;

"Laws" means all statutes, rules, regulations, proclamations, ordinances or by-laws present or future and includes applicable Australian Standards and Codes of Practice;

"Lease" means this deed and the Schedules and, where applicable, any appendices, plans or other attachments to this deed as amended from time to time;

"Lease Year" means a Financial Year or any other period of twelve (12) months nominated by the Landlord, and includes, where appropriate, the First Period and the Final Period;

"Leased Premises" means that part of the Land described in item 5(b) of Schedule 1;

"Landlord's Fixtures" means the Landlord's fixtures and fittings in or on the Leased Premises and any Tenant's Fixtures which are re-classified by the Landlord as Landlord's Fixtures in accordance with this Lease;

"Landlord's Works" means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on or to the Leased Premises as notified to the Tenant by the Landlord from time to time;

"Maintain" includes maintain, repair, renovate, replace, decorate and refurbish, and "Maintenance" and "Maintaining" have equivalent meanings;

"Managing Agent" means the managing agent referred to in Clause 3(e), being initially the party described in item 13 of Schedule 1;

"Market Rent" means the fair current open market annual rental value that can be reasonably obtained for the Leased Premises:

- (a) on the basis that the Leased Premises are available for leasing for the balance of the Term and any additional options for renewal to a willing but not anxious tenant from a willing but not anxious landlord;
- (b) assuming that the Leased Premises may be used for their highest and best use without reference to any limitation imposed by this Lease;
- (c) on the basis that the Tenant's Obligations have been fully performed at the Market Rent Review Date;
- (d) having regard to current open market annual rental values of comparable premises, whether vacant or occupied and whether any rental value thereof has been arrived at through new lettings or rent reviews or renewals of existing tenancies or otherwise;
- (e) in the event that the Leased Premises have been damaged or destroyed assuming that the Leased Premises have been reinstated;
- (f) making no reduction for any rent free period, financial contribution or other concessions customarily or likely to be offered to new tenants of vacant premises;

but ignoring;

- (g) the Tenant's fixtures and fittings and any other improvements and installations erected or installed at the Tenant's expense which the Tenant may remove at the expiration of the Lease;
- (h) any value attaching to goodwill created by the Tenant's occupation of the Leased Premises;



- (i) any value attaching to any licence or permit the property of the Tenant in respect of the operations carried on by the Tenant at the Leased Premises;
- (j) any want of repair or damage to the Leased Premises resulting from a breach by the Tenant of the Tenant's Obligations;

"Market Rent Review Date" means each rent review date specified in Item 8 of Schedule 1 as a "Market Rent Review";

"Occupiers" means any tenant, licensee or other person with a right to occupy or use any part of the Land from time to time;

"party" and "parties" mean respectively a party or parties to this Lease;

"Plans and Specifications" means all plans, specifications and working drawings in relation to the Tenant's Works as prepared by or on behalf of the Tenant and in the form approved by the Landlord and all Relevant Authorities;

"Plant and Equipment" means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing for the Leased Premises;

"Previous CPI" means the Consumer Price Index number last published before the date which is twelve (12) months before the relevant Rent Review Date, or if an actuary is appointed under clause 5.2 to determine an index, the number certified by that actuary;

"Rate" means the interest rate specified in item 6 of Schedule 1;

"Rates and Taxes" means:

- (a) council rates and charges including, but not limited to, rubbish removal rates and charges (but not including rates levied in connection with the installation of underground power for the Leased Premises);
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including but not limited to meter rents, charges for the disposal of storm water and excess water charges;

levied, charged, assessed or imposed in respect of any part of the Leased Premises or the ownership or occupation of any part of the Leased Premises including but not limited to stamp and transaction duties, together with any related interest, penalties, fines and expenses in connection with them but excluding any tax imposed by the *Income Tax Assessment Act 1936 (Cth.)* or the *Income Tax Assessment Act 1997 (Cth.)*;

"Relevant Authority" means any government, statutory, public or other authority or body having jurisdiction over the Leased Premises or any matter or thing relating to the Leased Premises;

"Rent" means the rent specified in item 7 of Schedule 1 as reviewed in accordance with this Lease;

"Rent Review Date" means each rent review date as specified in item 8 of Schedule 1;

"Requirements" means any requirements, notices, orders or directions of any Relevant Authority;

"Schedule" means a schedule to this Lease;

"Services" means any telecommunication, electricity, gas, oil, fuel, water or other similar commodity, facility or service in, to or on the Leased Premises or otherwise serving the Leased Premises or, where applicable, any other part of the Land;

"Solar Facilities" means the solar energy generating equipment (including solar panels), overhead and/or underground electrical transmission and communications lines, electric transformers, energy storage facilities, telecommunications equipment, power generation facilities and substations to be operated in conjunction with solar energy generating equipment installations and related improvements, facilities and equipment, including a line or lines of towers with wires and cables, and/or underground wires and cables, for the transmission of electrical energy and/or for communication purposes, and all necessary and proper foundations, footings, crossarms and other appliances and fixtures for use in connection with said towers, wires and cables on, along and in the Leased Premises;

"State" means the State of Western Australia;

"Tenant's Fixtures" means each fixture and fitting installed by the Tenant in or on the Leased Premises with the Landlord's consent which is not, or is not re-classified as, a Landlord's Fixture in accordance with this Lease, and for the avoidance of doubt, includes without limitation, the Tenant's Works;

"Tenant's Obligations" means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Tenant, the Guarantors, or any Authorised Persons;

"Tenant's Operations" means the operations and activities carried on by the Tenant from the Leased Premises;

"Tenant's Proportion" means:

- (a) one hundred percent (100%) with respect to any expense payable by the Tenant which is separately assessed or incurred with respect to the Leased Premises or the Tenant's use of the Leased Premises; and
- (b) with respect to any other expense which is not separately assessed or incurred with respect to the Leased Premises or the Tenant's use of the Leased Premises, the proportion that the area of the Leased Premises bears to the total area of all of the Land for which the expense is assessed or incurred;

"Tenant's Rights" means the Tenant's rights under this Lease or implied by law, including without limitation:

- (a) the exclusive right to use any (if any):

- (ii) Landlord's Fixtures in the Leased Premises from time to time;
- (iii) Plant and Equipment (if any);
- (iv) Facilities in the Leased Premises (if any); and
- (v) Services; and

(b) the non-exclusive right to use any (if any):

- (i) Landlord's Fixtures in;
- (ii) Plant and Equipment in, on or serving;
- (iii) Facilities in; and
- (iv) Services supplying,

any other part of the Land and the Common Areas (if any) in common with the Landlord, the Occupiers and others, as required for the conduct of the Tenant's Operations;

"Tenant's Works" means the development of the Leased Premises by the Tenant in accordance with:

- (a) the Approvals,
- (b) the Plans and Specifications; and
- (c) the terms and conditions set out in this Lease;

and which development can be generally described as including:

- (d) the installation, construction and erection of:
  - (i) onsite parking areas to be used by the Tenant's workforce 5 – 6 days per week during the completion of the Tenant's Works;
  - (ii) up to 3 demountable buildings to be used for meal breaks, a site office and toilets during the completion of the Tenant's Works;
  - (iii) the Solar Facilities;
  - (iv) electric control rooms and other support buildings;
  - (v) traffic areas;
  - (vi) parking areas;
  - (vii) access ways in or around the Leased Premises;
  - (viii) fencing around the Leased Premises;
  - (ix) sealed access roads connecting the Leased Premises to the existing road network; and

- (e) the general landscaping of the Leased Premises;

"Term" means the term specified in item 9(a) of Schedule 1 and, where the context requires, includes any Further Term and any period of holding over under clause 25 of this Lease;

"Termination" means the expiry of the Term by effluxion of time or by earlier termination in accordance with this Lease;

"Variable Outgoings" includes, but is not limited to all the costs and outgoings charged to or incurred by the Landlord in respect of the Leased Premises or the Land or in the administration, security, operation or Maintenance of the Leased Premises or the Land including, but not limited to, the following:

- (a) insuring the Plant and Equipment against any risk whatsoever against which a prudent landlord would insure;
- (b) supplying, providing and Maintaining:
  - (i) Services to and any Facilities in the Common Areas;
  - (ii) the Plant and Equipment;
  - (iii) any item of consumables or services to or for the Common Areas or for the benefit of the Occupiers;
  - (iv) Services to the Land including, but not limited to, lighting, fire fighting and prevention systems and emergency generators;
  - (v) security systems and security personnel, including employees and independent contractors, for the Leased Premises; or
  - (vi) lighting for and signs in the Common Areas;
- (c) cleaning the Common Areas;
- (d) landscaping, gardening and reticulating any parts of the Leased Premises or the Land;
- (e) policing and regulating traffic in the Common Areas;
- (f) employing staff to undertake the matters referred to in this definition;
- (g) leasing, management, administration and operation costs and fees for undertaking the matters referred to in this definition;
- (h) storing, treating and removing all kinds of general waste, including rubbish and sewerage, from the Leased Premises or the Land;
- (i) Rates and Taxes;
- (j) legal and audit fees and disbursements in relation to the matters referred to in this definition;
- (k) leasing any plant, equipment or other item required for or in connection with the operation of the Land or the Leased Premises;

- (l) providing car parking areas, toilets, rest rooms and other public amenities on the Leased Premises or the Land;
- (m) any other expenditure properly incurred in the maintenance, repair or improvement of the amenities for the Land or the Leased Premises; and
- (n) taxes and statutory charges associated with the matters mentioned in this definition including but not limited to payroll tax, financial institutions duty, bank debits tax, tax on goods or services and taxes of a type not charged at the Commencement Date,

but excluding:

- (o) any amount separately charged to any Occupier;

"Works Conditions" means that in carrying out the relevant works consented to by the Landlord under this Lease, the Tenant must:

- (a) do so:
  - (i) at the Tenant's cost;
  - (ii) in a safe and proper workmanlike manner and to the satisfaction of the Landlord, acting reasonably;
  - (iii) using only good quality materials;
  - (iv) in full compliance with:
    - (A) (and only after obtaining the approvals of) all Relevant Authorities;
    - (B) (and subject to the conditions of) the Landlord's consent in relation to those works;
    - (C) plans and specifications approved by the Landlord;
    - (D) all Requirements and Laws;
  - (v) using a qualified and competent contractor engaged by the Tenant (who has a public liability policy of not less than \$20,000,000.00 and appropriate contract construction risk, workers compensation and other usual insurances, which insurance must note the rights and interest of the Landlord and evidence of which must be provided to the Landlord);
- (b) ensure that the Tenant and all its employees, agents, contractors and workmen employed in executing the relevant works:
  - (i) duly and punctually comply with the reasonable directions of the Landlord in relation to their conduct in and access to the Leased Premises and when going to and from the Land and Leased Premises; and

- (ii) do not do or permit any act or thing to be done which may be a nuisance or cause damage, disturbance or offence to the Landlord or other Occupiers or neighbours (whether within or outside of the boundaries of the Land);
- (c) if required by the Landlord, erect and maintain a fence around the Leased Premises during the erection and completion of the works and ensure that such fence is sufficiently sound, high and secure to prevent entry upon the Leased Premises by unauthorised persons and members of the public;
- (d) clean up the Leased Premises progressively during the construction, installation or demolition of the works as the case may be and promptly remove from the Leased Premises all rubbish and waste arising from such works; and
- (e) pay on demand to the Landlord:
  - (i) all the reasonable costs of the Landlord in connection with the relevant works including the Landlord's administrative and other reasonable costs of giving consent and the fees of any architect or other consultant used by the Landlord in connection with the relevant works EXCEPT THAT such costs do not include any costs or expenses incurred by the Landlord or entitled to be recovered by the Landlord in its capacity as the local government charged with the responsibility of approving such works; and
  - (ii) all costs and expenses incurred or arising as a consequence of any disruption caused by the Tenant or the Tenant's contractors on the Leased Premises in carrying out the relevant works;

"Written Law" has the same meaning given to that term in the *Interpretation Act 1984*.

## 1.2 Interpretation

The following interpretations shall apply:

- (a) words importing the singular shall include the plural and vice versa, words importing gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, firms, associations, partnerships, government authorities, incorporated and unincorporated entities and corporations;
- (b) if two (2) or more persons by this Lease undertake an obligation or make or give any warranty or undertaking, or waive any right or entitlement, they shall be bound thereby jointly and jointly and severally;
- (c) a reference to this Lease includes a reference to any Schedule, Recital, Part, clause, sub-clause, paragraph or Annexure in or to this Lease as amended, novated, supplemented, varied or replaced from time to time;
- (d) a reference to a Statute, Act or Code, Regulation or By-law or to any section, sub-section or paragraph thereof, includes any statutory amendment, replacement, consolidation, modification or re-enactment

thereof from time to time, and for the time being in force, and all ordinances, by-laws, regulations, and other statutory instruments issued thereunder;

- (e) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that act or payment of that money or on which that entitlement arises or notice is deemed served, shall be deemed to be the next Business Day;
- (f) where any requirement, calculation or payment of money might otherwise fall to be performed or paid on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> day of a month which does not contain such a date, then references thereto shall be construed as references to the last day of that month;
- (g) a reference to any party includes that party in its own right and in its capacity as trustee of any trust (whether specified or not), and also includes that party's executors, administrators, successors, substitutes and permitted assigns in accordance with this Lease, including any person taking by way of novation;
- (h) all headings and any table of contents or index have been inserted for convenience purposes only and shall not affect the interpretation hereof;
- (i) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;
- (j) all references to monetary amounts are references to Australian dollars unless stated otherwise;
- (k) a reference to:
  - (i) a right includes a benefit, remedy, discretion, authority or power;
  - (ii) an obligation includes a warranty or representation;
  - (iii) a failure to observe or perform an obligation includes a breach of warranty or representation;
  - (iv) provisions or terms of this Lease include a reference to both express and implied provisions or terms;
  - (v) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions.
  - (vi) signature and signing includes due execution by a corporation or other relevant entity;
  - (vii) a month means a calendar month;
  - (viii) conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; and
  - (ix) an amount for which a person is contingently liable includes, without limitation, an amount which that person may become

actually or contingently liable to pay if a contingency occurs, whether or not that liability will actually arise;

- (l) each paragraph or sub-paragraph in a list is to be read independently from the others in that list;
- (m) no rule of construction of documents shall apply to the disadvantage of a party, on the basis that that party put forward this document or any relevant part of it;
- (n) “including” and similar expressions are not words of limitation;
- (o) a covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally;
- (p) a reference to a statutory, professional or industry body includes a reference to a successor or substitute for that body;
- (q) unless repugnant to the context, a covenant by a party to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the party is liable for all acts or omissions of an Authorised Person;
- (r) a general description of any matter or thing whatever shall not be read down if followed by any specific examples of that matter or thing;
- (s) derivatives of a word or expression defined in clause 1.1 have a corresponding meaning to that assigned to it in that clause; and
- (t) a reference to “Landlord” is a reference to the Shire of Narembeen in its capacity as landlord and not in its capacity, and separate and distinct from its capacity, as a local authority.

## 2. Operative part

### 2.1 Lease of Premises

In consideration of the Tenant agreeing to duly pay the Rent and other money payable under this Lease and to duly observe and perform the Tenant's Obligations, the Landlord leases the Leased Premises and grants the Tenant's Rights to the Tenant for the Term commencing on the Commencement Date subject to the reservation of the Landlord's rights under this Lease.

### 2.2 Quiet enjoyment

The Landlord warrants that the Landlord has full capacity to grant this Lease and, if the Tenant duly pays the Rent and other money payable under this Lease and duly observes and performs the Tenant's Obligations, the Landlord agrees that the Tenant may quietly hold the Leased Premises and enjoy the Tenant's Rights during the Term without any disturbance from the Landlord or any person lawfully claiming through the Landlord, except to the extent that the interruption, disturbance or interference arises because of the exercise of the Landlord's rights or is otherwise permitted by any provision of this Lease.



### 2.3 Tenant responsible as if owner

The Tenant is subject to the same responsibilities relating to persons and property during the Term as if the Tenant were the owner of the Leased Premises.

### 2.4 Access to Leased Premises

The Landlord shall permit access and egress across the Land on such roads as may be designated by the Landlord from time to time to the Leased Premises and the Landlord shall at all times endeavour to keep such roads open and unobstructed.

### 2.5 Conditions Precedent

(a) This Lease is subject to and expressly conditional upon:

- (i) the Landlord complying with the procedures set out in section 3.58 of the *Local Government Act 1995* relating to disposal of property ("**Local Government Condition**");
- (ii) the Tenant obtaining all necessary Approvals to undertake the Tenant's Works from all Relevant Authorities, including the prior consent of the Landlord ("**Development Condition**"); and
- (iii) the Landlord and the Tenant entering into discussions with Go Narembeen about the loss of viable community cropping land and then entering into a written agreement as to how the Narembeen community will be compensated for this loss ("**Cropping Land Condition**").

(b) The parties covenant and agree that:

#### Best endeavours

- (i) where relevant, the parties will each use their best endeavours to satisfy the Conditions Precedent;

#### Local Government Condition

- (ii) the Landlord will bear all costs associated with satisfying the Local Government Condition;

#### Development Condition

- (iii) the Tenant will bear all the costs associated with satisfying or attempting to satisfy the Development Condition, including but not limited to any application fees; and

(iv) if any Approval:

(A) is refused; or

(B) granted subject to a condition with which the Tenant in its reasonable opinion is unable to comply with, and the Tenant within ten (10) Business Days after being notified of

the condition elects, by notice in writing to the Landlord, to withdraw from the Lease,

THEN this Lease but for this clause 2.5 ceases to have effect and no party has any claim against any other party.

## 2.6 Discretion of the Shire

The parties agree and acknowledge that nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or the powers of the Shire under any Written Law and in particular does not fetter the Shire with regard to the approval or imposition of conditions on any approval required for the development of the Land or carrying out of the Tenant's Works in accordance with this Lease.

## 3. **Reservation of Landlord's rights**

Without limiting any other provision of this Lease, the Landlord reserves the following rights:

### (a) *Right to enter*

(i) The Tenant shall permit the Landlord to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, with or without workmen and materials to:

(A) view the state of repair of the Leased Premises and to ensure compliance with the Tenant's Obligations;

(B) comply with any requirement or order of any local government or other Relevant Authority;

(C) carry out any Maintenance, modification, installation or extension to the Leased Premises or the Land, the Plant and Equipment or cables, pipes or wires within the Leased Premises or the Land; and

(D) view the Leased Premises with any persons interested in the Land or the Leased Premises;

except that the Landlord shall use the Landlord's reasonable endeavours not to cause any undue interference with the conduct of the Tenant's Operations; and

(ii) the Landlord may enter the Leased Premises at any time for the purpose of doing anything which should have been done by the Tenant under this Lease but which has not been done or has not been done properly;

(iii) the Landlord's right of entry under this clause 3(a) allows the Landlord to enter in the Leased Premises with or without workmen or other interested persons and, in the case of works that are required to be undertaken, with all necessary plant, equipment and materials to effect those works;

### (b) *Control of Common Areas*

The Landlord reserves the right to:

- (i) control the operation and use of the Common Areas;
  - (ii) change the area, level, location and arrangement of the Common Areas;
  - (iii) close temporarily the Common Areas for the purpose of carrying out Maintenance or construction works;
  - (iv) close temporarily the Common Areas to avoid the accrual of any right or interest in the Common Areas by any person; and
  - (v) police the Common Areas;
- (c) *Granting easements etc*

The Landlord may grant easements of support or any other easements or similar rights over any part of the Land or the Leased Premises or dedicate, transfer or otherwise deal with any part of the Land or the Leased Premises in favour of another person for any reason whatsoever except that the Landlord shall not without the Tenant's prior consent do anything which will substantially and permanently derogate from the quiet enjoyment of the Tenant's Rights by the Tenant;

- (d) *Re-classification of fixtures and fittings*

The Landlord may by notice to the Tenant at any time or times re-classify any Tenant's Fixtures which it reasonably considers form an integral part of the Leased Premises as Landlord's Fixtures. Ownership of the Tenant's Fixtures specified in the notice will pass to the Landlord on the giving of the notice and the Tenant shall have no right of compensation against the Landlord for such re-classification;

- (e) *Managing Agent*

The Landlord may appoint a Managing Agent to manage the Leased Premises and represent the Landlord in relation to this Lease. If the Landlord appoints a Managing Agent, the Managing Agent may exercise the Landlord's rights and powers under this Lease. The Landlord may at any time vary or terminate the authority of the Managing Agent. Any decision made by the Landlord overrides any decision made by the Managing Agent if there is any inconsistency between those decisions;

#### 4. **Rent**

The Tenant must pay the Rent to the Landlord in the manner specified in item 7 of Schedule 1 at the Landlord's address in this Lease or any other address stipulated by the Landlord or by any other method specified by the Landlord, including without limitation by direct bank deposit, without deduction or set-off (including but not limited to equitable set-off) except that the first and last payments will be apportioned on a daily basis in respect of periods of less than a month, and the first payment is due on the Commencement Date.

## 5. Rent review

### 5.1 General

On each Rent Review Date, the Rent shall be reviewed in the manner set out in the following clauses of this clause 5.

### 5.2 CPI Rent Review

- (a) With effect from each CPI Rent Review Date, the Rent shall be calculated on the basis of the following formula:

$$\text{RR} = (\text{R} \times \text{CCPI}) \text{ divided by PCPI}$$

Where:

- “RR” = the annual Rent as reviewed;
- “R” = the annual Rent payable immediately before the relevant CPI Rent Review Date;
- “CCPI” = the Current CPI; and
- “PCPI” = the Previous CPI.

- (b) The Landlord may not earlier than three (3) months before a CPI Rent Review Date give the Tenant a notice setting out the amount of the reviewed Rent which shall be payable from the CPI Rent Review Date (“CPI Rent Review Notice”), except that the failure of the Landlord to give such a notice before the CPI Rent Review Date does not preclude the Landlord from giving such a notice in respect of that CPI Rent Review Date at any later time.

(c) Determination of Current CPI or Previous CPI

If for the purposes of a CPI Rent Review under clause 5.2(a), the Consumer Price Index number is not published or, in the opinion of the Landlord there is a material change in the basis on which the Consumer Price Index is determined, or no Consumer Price Index number was published in the twelve (12) to fifteen (15) month period before the relevant CPI Rent Review Date for the purposes of determining the Previous CPI, then the Landlord may appoint an actuary from the Fellows of the Institute of Actuaries of Australia to determine:

- (i) in respect of the Current CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at that CPI Rent Review Date; and
- (ii) in respect of the Previous CPI, an index number which reflects the prevailing levels of prices for the Perth metropolitan area at the date which is twelve (12) months prior to that CPI Rent Review Date;

and the actuary's determination will be binding on the Landlord and the Tenant and the Landlord and the Tenant will pay the actuary's costs in equal shares.

### 5.3 Market Rent Review

With effect from each Market Rent Review Date, the Rent to be paid will be the Market Rent and the following applies:

- (a) The Landlord may not earlier than three (3) months before a Market Rent Review Date give the Tenant a notice setting the Rent at a Rent which the Landlord considers to be the Market Rent ("Market Rent Review Notice") except that the failure of the Landlord to give such a notice before the Market Rent Review Date does not preclude the Landlord from giving such a notice in respect of that Market Rent Review Date at any later time.
- (b) If the Landlord reviews the Rent to the Market Rent and the Tenant disagrees with the Landlord's determination, the Tenant shall give the Landlord a notice within ten (10) Business Days of service of the Market Rent Review Notice on the Tenant disputing the Landlord's determination ("Dispute Notice"), and the Market Rent shall be determined:
  - (i) by agreement between the Landlord and the Tenant; or
  - (ii) if the Landlord and the Tenant cannot agree on the Market Rent, by a licensed valuer nominated by the Landlord;

and the licensed valuer or valuer's shall:

- (iii) determine the Market Rent;
- (v) act as an expert and not as an arbitrator; and
- (vi) give the Landlord and the Tenant the licensed valuer's determination in writing setting out the reasons for it;

and:

- (vii) the annual Rent as reviewed and payable from the Market Rent Review Date shall be the Market Rent as determined by the valuer under this clause;
- (viii) the Landlord and the Tenant shall be obliged to pay the valuer's fees in equal shares except where the valuer's determination is equal to or greater than the Landlord's determination of Market Rent, in which case the Tenant shall pay the whole of the valuer's fees;
- (ix) if the Tenant gives a Dispute Notice the Tenant shall nevertheless pay the reviewed Rent stated in the Landlord's Market Rent Review Notice until the amount of the reviewed Rent is determined as specified in this clause;
- (x) if the Market Rent determined by the valuer is less than the Market Rent determined by the Landlord, the Landlord shall credit the Tenant with the amount of the overpayment in respect of any future instalments of Rent due;

- (xi) if the Market Rent determined by the valuer is more than the Market Rent determined by the Landlord, the Tenant shall immediately pay the Landlord the amount of the underpayment for the period from the Market Rent Review Date;
- (xii) if the Tenant fails to give a Dispute Notice within the ten (10) Business Days period stipulated in this clause, the Market Rent as determined by the Landlord and set out in the Landlord's Market Rent Review Notice shall apply and is payable by the Tenant from the relevant Market Rent Review Date.

#### 5.4 Payment of Reviewed Rent

- (a) The Tenant will be liable to pay the reviewed annual Rent from the relevant Rent Review Date whether or not the Landlord has notified the Tenant of the amount to which the annual Rent has been varied.
- (b) The failure of the Landlord to give notice of the reviewed annual Rent before a Rent Review Date does not preclude the Landlord from giving such a notice in respect of that Rent Review Date at any later time.
- (c) If the Landlord has not given notice of the reviewed annual Rent to the Tenant and the Tenant continues to pay Rent at the rate of the current annual Rent until the Landlord notifies the Tenant of the reviewed annual Rent, the Tenant will not for that reason only be in default for non-payment of Rent provided that when the Landlord notifies the Tenant of the amount of the reviewed annual Rent, any necessary adjustment is to be made within ten (10) Business Days of service of the rent review notice.

#### 6. Not to Cause Rent Reduction

The Tenant shall not by any act or omission cause, directly or indirectly, the Rent to be reduced or impose on the Landlord any liability of the Tenant under this Lease unless obliged to do so by any Laws or with the consent of the Landlord.

#### 7. Rates and Taxes

- 7.1 The Tenant must pay to the Landlord within one (1) month, or if the demand is made to the Tenant by any Relevant Authority then to the Relevant Authority on demand:
  - (a) in full all Rates and Taxes separately assessed or imposed by any Relevant Authority or other service provider solely in respect of the Leased Premises; and
  - (b) the Tenant's Proportion of all Rates and Taxes not separately assessed or imposed in respect of the Leased Premises by any Relevant Authority or other service provider.
- 7.2 Except in the case of manifest error, a statement issued by the Landlord under Clause 7.1 will be prima facie evidence of the matters stated in that statement.
- 7.3 If the year or other period in respect of which any particular Rate or Tax is payable does not coincide with the Lease Year, the amount the Tenant is to pay in the first year and last year of the Lease will be adjusted proportionally.

## 8. Variable Outgoings

### 8.1 Outgoings not separately assessed

- (a) The Tenant must pay to the Landlord, or as the Landlord directs:
  - (i) in respect of substantial items of Variable Outgoings, the Tenant's Proportion of Variable Outgoings within 7 days of the Landlord giving the Tenant each statement of outgoings; and
  - (ii) in respect of all other Variable Outgoings, on account of the Tenant's Proportion of Outgoings, the amount estimated by the Landlord in respect of each Financial Year, by equal monthly payments on the first day of each month.
- (b) In respect of each Financial Year, the Landlord may estimate the Variable Outgoings and advise the Tenant of the amount estimated.
- (c) Except in the case of manifest error, a statement issued by the Landlord under this clause will be prima facie evidence of the matters stated in that statement, and where the Tenant reasonably believes that there has been an error, the Tenant may request a copy of the invoice for the outgoing and the Landlord must supply the same.
- (d) Within 30 days of the end of each Financial Year, the Landlord must issue to the Tenant a statement setting out details of the Variable Outgoings and the calculation of the Tenant's Proportion of Variable Outgoings.

### 8.2 Final Adjustment for each Year

If the final amount paid by the Tenant pursuant to this clause in respect of a Financial Year is:

- (a) less than the amount payable by the Tenant in respect of that Financial Year, then the Tenant must immediately pay the difference; or
- (b) more than the amount payable by the Tenant in respect of that Financial Year, then the Landlord shall credit the difference to the Tenant's account.

8.3 If the Tenant disputes any matter arising out of this clause 8, the dispute shall be determined by an Accountant appointed by agreement between the Landlord and Tenant and failing agreement, within seven (7) days of a request by either party that an Accountant be appointed, then by the President for the time being of the Institute of Chartered Accountants (WA Division) and in accordance with the following:

- (a) the Accountant will act as an expert and not as an arbitrator;
- (b) the decision of the Accountant will be final and binding on the Landlord and the Tenant;
- (c) the costs of the Accountant shall be paid equally by the Landlord and the Tenant; and

- (d) within twenty-eight (28) calendar days after the dispute being determined by the Accountant under this clause 8.3, any necessary adjustment will be made to the Landlord's statement given under clause 8.

9. **Tenant to pay for Services**

9.1 **Services separately assessed**

The Tenant must pay to the Landlord or, if demand is made by a service provider or Relevant Authority, to that service provider or Relevant Authority, all amounts separately charged or assessed in respect of the Leased Premises or the Tenant for or in connection with Services to or for the benefit of the Leased Premises or the Tenant, including supply charges and the cost of installation of any meter, wiring or other device necessitated by the use of a Service.

9.2 **Services Not Separately Assessed**

The Tenant must pay to the Landlord or, if demand is made by a service provider or Relevant Authority, to that service provider or Relevant Authority, the Tenant's Proportion of all amounts in respect of the Leased Premises or the Tenant not separately charged or assessed for or in connection with Services to or for the benefit of the Leased Premises or the Tenant, including supply charges and the cost of installation of any meter, wiring or other device necessitated by the use of a Service.

9.3 **Bulk supplies Services**

If the Landlord supplies any Services to the Leased Premises the Tenant must on demand pay to the Landlord the amount which the Tenant would have been charged by the original service provider, or Relevant Authority, if the Services had been supplied to the Tenant directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider or Relevant Authority.

10. **Use of Leased Premises and Facilities**

10.1 The Tenant shall not:

- (a) use the Leased Premises for any purpose other than the Authorised Use or for any purpose for which the Leased Premises was not designed or designated; and
- (b) use any Facility, Service, item of Plant and Equipment or Landlord's Fixture for a purpose for which it was not designed or designated.

10.2 The Tenant accepts the Leased Premises for the Term with full knowledge of and subject to any existing prohibition, condition or restriction on the use of the Leased Premises.

10.3 If the completion of the Tenant's Works and the carrying on of the Tenant's Operations at the Leased Premises is permissible only with the consent, licence or authority under any statute, the Tenant shall obtain and maintain the currency of that consent, licence or authority and comply with that statute during the completion of the Tenant's Works and the carrying on of the Tenant's Operations at the Leased Premises.



10.4 The Tenant:

- (a) shall comply with the Landlord's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment and Landlord's Fixtures;
- (b) shall not do or omit to do any thing which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Landlord's Fixtures; and
- (c) in undertaking the Tenant's Works, and in carrying on the Tenant's Operations, comply strictly with all relevant requirements imposed by any act, regulation, law or Relevant Authority.

11. **Security of Leased Premises**

The Landlord may enter the Leased Premises at any time for any purpose in relation to security, but nothing in this clause makes the Landlord responsible in any way for the security of the Leased Premises.

12. **Covenant to Repair and Maintain**

12.1 The Tenant shall:

- (a) Maintain the Leased Premises in good condition except in respect of:
  - (i) fair wear and tear;
  - (ii) damage which is or will be reinstated from the proceeds of insurance; and
  - (iii) structural damage to the Leased Premises which has not been caused by an act or omission of the Tenant or an Authorised Person;
- (b) promptly repair any damage to the Leased Premises for which the Tenant is responsible to the satisfaction of the Landlord;
- (c) keep the Leased Premises clean and free from rubbish;
- (d) Maintain the Landlord's Fixtures and the Facilities in the Leased Premises (if any) in good condition except in respect of fair wear and tear and damage which is or will be reinstated from the proceeds of an insurance policy, and where necessary, replace that Landlord's Fixture or the Facility to the satisfaction of the Landlord;
- (e) maintain the Tenant's Fixtures in clean and good condition; and
- (f) keep all drains and other pipes in or connected to the Leased Premises properly cleaned and free-flowing;

12.2 If the Tenant does any work, other than the Tenant's Works, which affects the Leased Premises, such substantial alterations, work relating to Services, substantial repairs or maintenance or required structural work, the Tenant must:

- (a) comply with all relevant Requirements and all Laws and standards;
- (b) before carrying out any work, obtain the Landlord's approval to the plans and specifications for the work;
- (c) carry out the work in a safe and proper manner;
- (d) use only good quality materials;
- (e) employ only qualified and competent persons; and
- (f) pay to the Landlord when the Landlord requests any expenses incurred by the Landlord in approving the work, including fees paid to architects, engineers, contractors or other advisors.

13. **Positive covenants**

The Tenant shall:

- (a) pay to the Landlord on demand all money paid by the Landlord on behalf of the Tenant in the discharge of any of the Tenant's liabilities under this Lease;
- (b) pay to the Landlord on demand all amounts payable by the Landlord in respect of legal costs and disbursements of and incidental to the instructions for and the preparation and execution of the Lease and each other instrument required to be prepared and executed under this Lease (all on a solicitor and own client basis);
- (c) pay to the Landlord on demand on a full indemnity basis all amounts payable by the Landlord in respect of legal costs and disbursements of and incidental to:
  - (i) any breach of the Tenant's Obligations; and
  - (ii) each action, suit, proceeding or matter arising out of or incidental to any document, or thing referred to in clauses 13(b) and 13(c)(i);
- (d) pay all stamp duty, fines and penalties payable under the *Duties Act 2008 (WA)* on this Lease;
- (e) keep the Facilities within the Leased Premises unobstructed;
- (f) report promptly to the Landlord or the Managing Agent in writing:
  - (i) all damage or defects in the Leased Premises, the Landlord's Fixtures, the Plant and Equipment or the Facilities in or on the Leased Premises of which the Tenant is or ought to be aware;
  - (ii) any malfunction of any Plant and Equipment or Facility on the Leased Premises; and
  - (iii) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises or any person in or on the Leased Premises of which the Tenant is aware;
- (g) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;

- (h) comply promptly with all Laws, Requirements, consents and Approvals affecting or relating to:
  - (i) the Leased Premises and the Tenant's Fixtures or the use of the Leased Premises and the Tenant's Fixtures including any structural work in respect of the Tenant's Works;
  - (ii) the Landlord's Fixtures, the Plant and Equipment or any Facility in or on the Leased Premises; and
  - (iii) occupational health, safety and environmental matters;
- (i) observe and comply with any conditions of supply of Services by the Landlord, or where no conditions of supply are imposed by the Landlord, observe and comply with the conditions of supply of Services imposed by the Relevant Authority;
- (j) if any Service is not provided by the Landlord, make the Tenant's own arrangements at the Tenant's own cost for the supply of the Service to the Leased Premises. For the avoidance of doubt, the Landlord is not obliged to provide or to facilitate the procuring of any Services or Facilities to or for the Leased Premises;
- (k) pay to the Landlord (or any other person as the Landlord may from time to time nominate), irrespective of any other provision of the Lease, the whole of any assessment for trade waste, excess water or other costs incurred or determined by the Landlord, in good faith, to have been incurred in respect of the Leased Premises as a result of any unusual use or circumstance relating to the Leased Premises;
- (l) on demand by the Landlord, pay the Landlord interest on any Rent, or other money payable under this Lease which is not paid on the due date calculated at the Rate specified in item 6 of Schedule 1 from the due date for payment until the date of actual payment; and
- (m) comply, and cause each of its Authorised Persons to comply, with all directions made or given by the Landlord in relation to the use of the Common Areas (if any);
- (n) notify the Landlord immediately of any notice or order received from any court relating to the Leased Premises or the Common Areas;
- (o) take all reasonable precautions to keep the Leased Premises free of vermin including, but not limited to, engaging qualified pest exterminators to treat the Leased Premises from time to time during the Term; and
- (p) take and carry out proper precautions and measures against the outbreak or spread of fires on, onto or from the Leased Premises including the creation and maintenance of firebreaks.

#### 14. **Negative covenants**

The Tenant shall not:

- (a) without the Landlord's prior consent make any alteration to or addition to or demolish any part of the Leased Premises, or remove or alter any of the

Landlord's Fixtures, the Plant and Equipment or any Facility in or on the Leased Premises;

- (b) except for reasonable quantities for normal applications in connection with the use of the Leased Premises and in the carrying out of the Tenant's Operations, bring onto, store or use any chemical or inflammable substance in or on the Leased Premises;
- (c) fail to comply with and observe the reasonable requirements of the Landlord in the use of the Plant and Equipment;
- (d) without the Landlord's prior consent, use any Service, heating, cooling, lighting or power, except battery power, other than that consented to by the Landlord;
- (e) without the Landlord's prior consent, install any electrical equipment on the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- (f) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (g) except as is lawful and necessary and an ordinary incident of carrying out the Tenant's Operations, do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Landlord or to the Occupiers or the owners or occupiers of any nearby properties except with the prior written consent of any Relevant Authority and the Landlord;
- (h) store goods on or in the Leased Premises other than those necessary in the carrying out of the Tenant's Operations;
- (i) place any rubbish on or in any part of the Leased Premises except in a suitable receptacle;
- (j) burn any rubbish in or on the Leased Premises, unless permitted by law and a necessary and ordinary incident of the Tenant's Operations;
- (k) lodge an absolute caveat to protect the Tenant's interest in the Leased Premises;
- (l) fail to remove a subject to claim caveat lodged by the Tenant over the Leased Premises on Termination of this Lease;
- (m) conduct any business in or from the Leased Premises at any time prohibited by law;
- (n) without the prior written consent of the Landlord, by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises to be void or voidable, or cause the rate of premium to be increased;
- (o) deliver or permit to be delivered goods or materials to or from the Leased Premises except in a manner which causes minimum interference to other Occupiers;

- (p) without the Landlord's prior consent, place or operate in any part of the Leased Premises any radio, television, loud speaker, amplifier or other similar device which can be heard outside of the Leased Premises;
- (q) in relation to the Common Areas (if any):
  - (i) cause an obstruction in any part of the Common Areas;
  - (ii) use any part of the Common Areas for purposes for which they are not designed;
  - (iii) leave any goods or articles in any part of the Common Areas; or
  - (iv) conduct any business from the Common Areas.

15. **Tenant's Obligation to effect insurances**

The Tenant shall effect and maintain in the names of the Landlord and the Tenant with an insurance company approved by the Landlord all policies of insurance relating to the Leased Premises or otherwise as reasonably required by the Landlord from time to time, including policies of insurance in respect of the matters referred to in item 10 of Schedule 1 and the Tenant shall:

- (a) supply to the Landlord current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updated, amended or varied from time to time;
- (b) not without the Landlord's prior consent, alter the terms or conditions of any policy; and
- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Landlord.

16. **Indemnities**

16.1 **General indemnity**

Except to the extent contributed to by the Landlord, the Tenant shall indemnify and keep indemnified the Landlord against all losses, claims, damages, demands, costs and expenses for which the Landlord becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises by the Tenant, an Authorised Person or any other person, except to the extent caused or contributed to by the Landlord;
- (b) resulting from an act or omission of the Tenant; or
- (c) resulting from a notice, claim or demand against the Tenant to do or refrain from doing any thing except to the extent that the Landlord is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

16.2 **Nature of indemnity**

The obligation of the Tenant to indemnify the Landlord under this Lease or at law is not affected by the obligation of the Tenant to effect insurance.

## 17. Assignment

### 17.1 No assignment

The Tenant shall not assign, mortgage or charge the Tenant's leasehold estate in the Leased Premises, nor sublet, part with possession or dispose of the Leased Premises in any way.

### 17.2 Property Law Act excluded

Sections 80 and 82 of the *Property Law Act 1969* of the State are excluded.

### 17.3 Changes in beneficial ownership of shares

If the Tenant is a company whose shares are not listed on any Stock Exchange in Australia, a change in the beneficial ownership of more than fifty per cent (50%) of the shares or the redemption, cancellation or issue of shares in that company or any holding company of that company will be deemed to be an assignment of the Tenant's leasehold estate.

### 17.4 Landlord may consent to assignment

The Tenant will not be in breach of the covenant in clause 17.1 in respect of an assignment if the Landlord consents to the assignment. The Landlord will not unreasonably withhold consent if the following criteria are satisfied:

- (a) the Tenant satisfies the Landlord that:
  - (i) the proposed assignee is a respectable and responsible person of good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the Tenant under this Lease;
  - (ii) there is no Rent or other money payable under this Lease due but unpaid; and
  - (iii) there is no unremedied breach of the Tenant's Obligations and there have been no substantial breaches of the Tenant's Obligations during the Term;
- (b) the Tenant procures the execution by the proposed assignee of an assignment of lease prepared by the Landlord's solicitors at the Tenant's cost which contains terms acceptable to the Landlord, including a covenant by the proposed assignee with the Landlord to pay all Rent and other money payable under this Lease and to observe and perform all of the Tenant's Obligations;
- (c) if the proposed assignee is a company, the directors or substantial shareholders of the company at the option of the Landlord guarantee to the Landlord the observance and performance of all of the Tenant's Obligations including payment of the Rent and other money payable under this Lease; and

- (d) the Tenant agrees that the covenants of the assignee are independent of the covenants of the Tenant in this Lease and will not release or relieve the Tenant from the Tenant's Obligations and the Tenant acknowledges that the Tenant will continue to be fully responsible for the Tenant's Obligations notwithstanding the assignment of the Lease to the proposed assignee, particularly on the occurrence of an Event of Default by the proposed assignee or any other party.

17.5 Landlord may consent to sublease

The Tenant will not be in breach of the covenant in clause 17.1 in respect of a sublease of the whole or part of the Leased Premises if the Landlord consents to the sublease. The Landlord will not unreasonably withhold consent if the following criteria are satisfied:

- (a) the Tenant satisfies the Landlord that:
  - (i) the proposed subtenant is a respectable and responsible person of a good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the subtenant under a sublease of this Lease;
  - (ii) the sublease will be granted without any fine or premium, and at a rent per square metre of the subleased area at least equal to the Rent payable under this Lease;
  - (iii) there is no Rent or other money payable under this Lease due but unpaid; and
  - (iv) there is no unremedied breach of the Tenant's Obligations and there have been no substantial breaches of the Tenant's Obligations during the Term;
- (b) the Tenant procures the execution by the proposed subtenant of a sublease approved by the Landlord or the Landlord's solicitors at the Tenant's cost which contains terms consistent in all respects with this Lease and acceptable to the Landlord;
- (c) if the proposed subtenant is a company, the directors or substantial shareholders of the company at the option of the Landlord guarantee to the Landlord the observance and performance by the proposed subtenant of all of the Tenant's Obligations as if the proposed subtenant were named in this Lease as the Tenant; and
- (d) the Tenant agrees that the covenants of the subtenant are independent of the covenants of the Tenant in this Lease and will not release or relieve the Tenant from the Tenant's Obligations and the Tenant acknowledges that the Tenant will continue to be fully responsible for the Tenant's Obligations notwithstanding the sublease of the Lease to the proposed subtenant, particularly on the occurrence of an Event of Default by the proposed subtenant or any other party.

17.6 Landlord may consent to charge

- (a) The Tenant will not be in breach of the covenant in clause 17.1 in respect of a charge or mortgage if the Tenant obtains the Landlord's consent to that charge or mortgage.
- (b) The Landlord may consent to, or refuse to give its consent to, a charge or mortgage in its absolute discretion.

17.7 Compliance with Acts

The Landlord and the Tenant acknowledge that if in granting its consent to any assignment or sublease the Landlord has to first comply with or satisfy any obligations or requirements under any Written Law, the *Local Government Act 1995* or related Acts, including but not limited to section 3.58 of the *Local Government Act 1995* ("**Assignment/Sublease Condition Precedent**"), then the Landlord's consent is made expressly conditional upon and subject to satisfaction of the Assignment/ Sublease Condition Precedent.

18. Damage, Destruction or Resumption

18.1 Definitions

In this clause 18:

- (a) "Reinstatement Notice" means a notice given by the Landlord to the Tenant of the Landlord's intention to carry out the Reinstatement Works; and
- (b) "Reinstatement Works" means the work necessary to:
  - (i) reinstate the Leased Premises; or
  - (ii) make the Leased Premises fit for occupation and use or accessible by the Tenant.

18.2 Abatement

- (a) If the Leased Premises are damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:
  - (i) unfit for occupation and use by the Tenant; or
  - (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;AND
  - (iii) the Tenant's insurance moneys are rendered irrecoverable as a consequence of an act, omission or default by the Landlord, its servants, agents or contractors;

THEN from the date that the Tenant notifies the Landlord of the damage or destruction ("**Damage Notice**"):

- (iii) the Rent;
- (iv) any other money payable by the Tenant under this Lease; and



- (v) the covenant to repair and maintain;

will abate according to the nature and extent of the damage or destruction sustained.

- (b) If clause 18.2(a) applies, the remedies for:

- (i) recovery of the Rent and any other money or a proportionate part falling due after the damage or destruction; or
- (ii) enforcement of the covenant to repair and maintain;

will be suspended (or partially suspended as the circumstances require) from the date of the Damage Notice until the Leased Premises are:

- (iii) restored;
- (iv) made fit for the Tenant's occupation and use; and
- (v) made accessible.

### 18.3 Either Party May Terminate

If clause 18.2(a) applies, either party may terminate this Lease by notice to the other unless the Landlord:

- (a) within ninety (90) calendar days of receiving the Damage Notice, gives the Tenant a Reinstatement Notice; and
- (b) diligently proceeds within a reasonable time to carry out the Reinstatement Works.

### 18.4 Tenant May Terminate

If the Landlord gives a Reinstatement Notice to the Tenant and fails to commence the Reinstatement Works within a reasonable time, the Tenant may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Landlord and, at the expiration of that period, this Lease will terminate.

### 18.5 Exceptions

Clauses 18.2, 18.3 and 18.4 will not apply where:

- (a) the damage or destruction was contributed to, or also caused by or arises from any wilful act of the Tenant or an Authorised Person; or
- (b) an insurer under any policy effected by the Landlord under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Tenant or an Authorised Person.

### 18.6 Landlord to Terminate

If the Landlord considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Landlord

may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Tenant and, at the expiration of that notice, this Lease will terminate.

18.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 18 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision of this Lease.

18.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 18 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012 (WA)*, and the parties may each be represented by a legal practitioner of their choice.

18.9 Landlord Not Obligated to Reinstate

Nothing in this Lease obliges the Landlord to reinstate the Leased Premises or the means of access to them.

18.10 Proceeds of Insurance

If the Leased Premises are damaged or destroyed and the Lease is terminated under this clause 18, the Tenant will have no interest in the insurance proceeds.

18.11 Resumption of Leased Premises

If the Land or any part of the Land is resumed by any authority so as to render the Leased Premises inaccessible or substantially unfit for the occupation of the Tenant, this Lease may be terminated without compensation or other liability by either the Landlord or the Tenant by thirty (30) calendar days' notice to the other but without affecting the rights of either party against the other in respect of any previous breaches of the provisions of this Lease.

19. Limit of Landlord's liability

19.1 No warranties or representations

The Tenant acknowledges and agrees that:

- (a) all the Tenant's property in or on the Land and the Leased Premises shall be at the sole risk of the Tenant during the Term and the Landlord shall not be liable for any claim, loss or damage that the Tenant may suffer as a result of:
  - (i) any fault in the construction or state of repair of the Leased Premises, the Tenant's Fixtures or the Landlord's Fixtures;
  - (ii) any defect in any of the Plant and Equipment, Facilities or the Services;

- (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the Leased Premises or otherwise;
- (b) the Landlord gives no warranty as to the use to which the Leased Premises may be put; and
- (c) the Tenant has not relied on any representation or warranty of the Landlord in entering into this Lease and, for this purpose, the Tenant acknowledges that:
  - (i) the Tenant has relied on the Tenant's own skill and judgment and has made the Tenant's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Tenant's Operations; and
  - (ii) the Tenant's occupation of the Leased Premises is conclusive evidence of the Tenant's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

#### 19.2 Landlord Not Liable

- (a) The Landlord is not liable to the Tenant and the Tenant will not make a claim against the Landlord in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction, interruption of Services or other event of a similar nature in or affecting or the Leased Premises unless caused by the negligence of the Landlord.
- (b) The Tenant acknowledges and confirms that the Tenant's non-exclusive right to use the Common Areas (if any) is subject to the rights of the other Occupiers.

#### 19.3 Landlord only liable while registered proprietor

Each Landlord is only liable for any breaches under this Lease occurring while that person is the registered proprietor of the Leased Premises.

### 20. Default

An Event of Default occurs if:

- (a) the Tenant fails to pay the Rent, the Variable Outgoings or other money payable under this Lease for seven (7) Business Days after the Landlord has given written notice to the Tenant of the default;
- (b) the Tenant fails to perform any of the Tenant's Obligations other than the payment of moneys referred to in clause 20(a) for seven (7) Business Days after the Landlord has given written notice to the Tenant of the default;
- (c) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Tenant;
- (d) a receiver or receiver and manager or controller as defined in the *Corporations Act 2001 (Cth.)* is appointed in respect of any part of the Tenant's property;

- (e) a person is appointed under legislation to investigate or manage any part of the Tenant's affairs;
- (f) the Tenant ceases to carry on the Tenant's Operations from the Leased Premises; or
- (g) where the Tenant is a company and:
  - (i) an application is made to a court for an order or an order is made that the Tenant be wound up;
  - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Tenant;
  - (iii) except for the purposes of reconstruction or amalgamation, the Tenant enters into a scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Tenant's creditors;
  - (iv) the Tenant resolves to wind itself up or otherwise dissolve itself;
  - (v) the Tenant states that it is insolvent; or
  - (vi) the Tenant takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

21. **Landlord's powers on default**

21.1 **Landlord's right of possession**

On the occurrence of an Event of Default, the Landlord may without giving any further notice or demand enter the Leased Premises and re-take possession, and on re-entry, the Term will immediately determine.

21.2 **Landlord may remedy Tenant's default**

- (a) If an Event of Default occurs or the Tenant otherwise fails to perform any of the Tenant's Obligations, the Landlord may without prejudice to the Landlord's rights arising from the Event of Default or the failure to perform, remedy that Event of Default or the failure to perform as if the Landlord was the Tenant, at the Tenant's cost. The Tenant must pay to the Landlord all liabilities incurred by the Landlord in remedying an Event of Default or failure to perform.
- (b) None of the following events constitutes a re-entry or forfeiture or waiver of the Landlord's rights to recover in full all Rent, Variable Outgoings and other money payable by the Tenant under the Lease:
  - (i) acceptance of the keys or other access devices for the Leased Premises;
  - (ii) entry to the Leased Premises by the Landlord for the purpose of inspection or for the purpose of showing the Leased Premises to prospective Tenants or to remedy an Event of Default; or

- (iii) advertising the Leased Premises for re-letting.

### 21.3 No prejudice of Landlord's rights

Any re-possession or attempted re-possession of the Leased Premises by the Landlord or any demand for or acceptance of any of the Rent, Variable Outgoings or other money payable under this Lease will not:

- (a) prejudice or affect the Landlord's rights under this Lease;
- (b) release the Tenant from performing the Tenant's Obligations; or
- (c) be deemed an election by the Landlord as to the exercise of the Landlord's rights under this Lease or at law.

### 21.4 Exercise of rights by Landlord

The Landlord may exercise the Landlord's rights under this Lease or at law notwithstanding laches, neglect or waiver in respect of any breach of the Tenant's Obligations, and without giving notice except in accordance with this Lease or as required by law, and without having to prove default by the Tenant or the continuance of that default.

## 22. Essential terms

### 22.1 Breach of Essential Terms

- (a) If the Tenant's conduct constitutes a breach of an essential term of this Lease and the Landlord elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Tenant shall compensate the Landlord for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clauses 4 ("Rent"), 5 ("Rent Review"), 8 ("Variable Outgoings"), 10 ("Use of Leased Premises and Facilities"), 12 ("Covenant to Repair and Maintain"), 15 ("Tenant's Obligations to effect insurances") and 17 ("Assignment") of this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

### 22.2 Damage for Breach of Essential Terms

Any loss or damage for the unexpired residue of the Term suffered by the Landlord as a result of the Tenant's breach of an essential term may be recovered as damages at any time.

### 22.3 Landlord's Entitlement to Damages

The Landlord's entitlement to recover damages from the Tenant or any other person will not be limited or affected by any of the following:

- (a) if the Tenant abandons or vacates the Leased Premises;
- (b) if the Landlord elects to re-enter the Leased Premises or terminate this Lease;
- (c) if the Landlord accepts the Tenant's repudiation; or

- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

#### 22.4 Landlord to Mitigate Damages

- (a) If the Tenant vacates the Leased Premises or if the Landlord accepts the Tenant's repudiation based on the Tenant's breach of an essential term of this Lease and terminates this Lease, the Landlord must take reasonable steps to mitigate its loss and endeavour to re-lease the Leased Premises on reasonable terms.
- (b) The entitlement to damages will be assessed on the basis that the Landlord has observed the obligation to mitigate damages.
- (c) The Landlord's conduct in mitigating its damages will not of itself constitute acceptance of the breach or repudiation or a surrender by operation of law.

#### 22.5 Calculation of Damages

Following repudiation by the Tenant if the Landlord terminates this Lease then, without prejudice to any other right or remedy, the Landlord may recover the difference between the aggregate of the Rent, the reasonable estimate of the Variable Outgoings and other money payable by the Tenant for the unexpired residue of the Term less any amount the Landlord obtains, or could in the Landlord's opinion reasonably be expected to obtain, by observing clause 22.4.

### 23. Termination

#### 23.1 Yield up Leased Premises

The Tenant shall on Termination surrender and yield up the Leased Premises to the Landlord in a condition consistent with the compliance of the Tenant's Obligations during the Term and deliver to the Landlord all keys, access cards and other security devices (if any) for the Leased Premises and the Land.

#### 23.2 Remove Tenant's Fixtures

The Tenant shall:

- (a) prior to Termination or on the termination of any period of holding over, remove from the Leased Premises all of the Tenant's Fixtures and other property (including the Solar Facilities and any foundations) and any Landlord's Fixtures which the Landlord requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Tenant's property,
- (b) comply with the Works Conditions in respect of the removal of those items specified in clause 23.2(a); and
- (c) submit details of the proposed removal works for the Landlord's approval not less than two (2) months prior to Termination, or in the event of the sooner determination of this Lease, on or prior to that sooner determination.

### 23.3 Making Good of Leased Premises on Termination

Subject to clause 23.2, the Tenant shall, unless the Landlord agrees to the contrary, prior to Termination or prior to the termination of any period of holding over, make good and rehabilitate the Leased Premises, the Facilities and those parts of the Plant and Equipment affected by the Tenant's occupation of the Leased Premises.

### 23.4 Landlord Can Make Good

If the Tenant does not comply with the obligation to make good as set out in clause 23.3, the Tenant shall pay the Landlord within ten (10) Business Days after the Landlord requests payment, any costs reasonably incurred by the Landlord to make good the Leased Premises, the Facilities and those parts of the Plant and Equipment affected by the Tenant's occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights of the Landlord in relation to the Tenant's default.

### 23.5 Dealing with Tenant's property not removed at Termination

The Landlord has the following rights in respect of the Tenant's property, including Tenant's Fixtures, which are not removed at Termination:

- (a) demolish and dispose of the Tenant's property or remove and store the Tenant's property in an alternative leased premises at the Tenant's cost;
- (b) to sell or dispose of the Tenant's property and apply the proceeds of sale towards payment of any unpaid Rent or other money payable under this Lease; or
- (c) to elect that the Tenant's property is the absolute property of the Landlord and to deal with the Tenant's property as the Landlord sees fit;

and the Tenant shall indemnify the Landlord in respect of any loss or damage suffered by the Landlord as a result of:

- (d) the Tenant failing to remove all of the Tenant's property by Termination; or
- (e) any claim against the Landlord by any person by reason of the exercise by the Landlord of its rights under this clause 23.5.

### 23.6 Tenant to continue to pay Rent and Variable Outgoings

If the Tenant fails to make good the Leased Premises as specified in clause 23.3, or fails to remove the Tenant's property by Termination, then until the Leased Premises are restored in accordance with this Lease or the Landlord elects to take the absolute property in the Tenant's property left after Termination, the Tenant shall continue to pay the Rent and the Variable Outgoings as if the Tenant were holding over in the Leased Premises.

## 24. Option of Renewal

If and only if no earlier than six (6) months or no later than three (3) months before the expiry date of the Term, the Tenant gives notice to the Landlord exercising an option of renewal for a Further Term, and the Landlord is satisfied that:

- (a) there is no Rent or other money payable under this Lease which is due but unpaid; and
- (b) there is no unremedied breach of the Tenant's Obligations; and
- (c) the Tenant has correctly and punctually observed and performed all of the Tenant's Obligations up to the expiry of the Term; and
- (d) there have been no breaches of any of the essential terms of this Lease during the Term,

the Landlord will grant the Tenant a lease of the Leased Premises for the relevant Further Term at a Rent varied and reviewed pursuant to this Lease and otherwise on the same terms and conditions of this Lease except for:

- (e) the provision of renewal unless there is more than one (1) Further Term in which event the number of Further Terms will be reduced by the Further Term then exercised; and
- (f) any incentive or inducement to enter into this Lease or any waiver or abatement of Rent or any other payment to the Tenant or any benefit given to the Tenant, which is expressly excluded and which will not apply to a Further Term.

25. **Holding Over**

If after the expiry of the Term or any Further Term the Tenant continues in possession of the Leased Premises, the Tenant shall be deemed to be holding over as a monthly tenant and:

- (a) the Landlord shall, with effect from the fifth (5th) Business Day after the expiry of the Term, review the Rent pursuant to the provisions of clause 5 and the provisions of that clause will apply as if the fifth (5th) Business Day after the expiry of the Term is a Rent Review Date and the type of review specified were a CPI Rent Review;
- (b) after the Rent review as specified in clause 25(a), the Rent shall be reviewed on each anniversary of the expiry of the Term pursuant to the provisions of clause 5 as if each such anniversary is a Rent Review Date and the type of review specified were a CPI Rent Review;
- (c) the Tenant's right to remain in possession of the Leased Premises shall be subject to the continued performance of the Tenant's Obligations; and
- (d) the monthly tenancy created by this clause may be terminated by either party giving the other party one (1) month's written notice of termination which notice may be given at any time.



26. **Power of Attorney**

The Tenant for valuable consideration:

- (a) irrevocably appoints the Landlord and (if the Landlord is a company) every director and secretary of the Landlord (jointly and severally) the Tenant's attorney for the purpose of:
  - (i) withdrawing any caveat which the Tenant is obliged to withdraw but does not; and
  - (ii) doing anything else the Tenant is obliged to do under this Lease but does not do when required;
- (b) undertakes to ratify all that the attorney does or causes to be done under this clause; and
- (c) indemnifies the Landlord in respect of:
  - (i) losses arising from any act done under this clause; and
  - (ii) the Landlord's costs and expenses of and incidental to the withdrawing of any caveat mentioned in this clause.

27. **Trustee Provisions**

If the Tenant has entered into this Lease in the capacity of trustee, whether or not the Landlord has any notice of the trust, the Tenant:

- (a) is taken to enter into this Lease both as trustee and in the Tenant's personal capacity and acknowledges that the Tenant is personally liable for the performance of the Tenant's Obligations under this Lease;
- (b) will take any action necessary to ensure the assets of the trust are available to satisfy any claim by the Landlord for any default by the Tenant;
- (c) will assign to the Landlord any right of indemnity the Tenant has against the assets of the trust to the extent of the liability of the Tenant under this Lease; and
- (d) warrants that the Tenant has the power and authority under the terms of the trust to enter into this Lease.

28. **Special Clauses**

28.1 The special clauses (if any) set out in Schedule 2 shall be deemed to be incorporated into and form part of this Lease as if fully set out in the body of this Lease.

28.2 If there is any inconsistency between the provisions of this Lease generally and the special clauses, the special clauses shall prevail to the extent of the inconsistency.

29. **Miscellaneous**

29.1 **Tenant not to permit prohibited matters**

If under this Lease the Tenant is required to do or is prohibited from doing any act, matter or thing the Tenant must also ensure that the Authorised Persons comply with that requirement or prohibition.

29.2 Cost of Complying with Obligations

Unless otherwise stated in this Lease, the Tenant must pay the cost of performing or complying with every obligation of the Tenant under this Lease.

29.3 Schedules

The Schedules shall form part of this Lease.

29.4 Landlord's consent

The Landlord may give a conditional or unconditional consent or approval at its absolute discretion to any matter in this Lease without giving any reasons for refusal of consent or approval.

29.5 Proper Law and Jurisdiction

This Lease is governed by the law in force in the State, or where applicable, the Commonwealth of Australia, and the parties consent to the jurisdiction of the courts of the State.

29.6 Time for payment

Any amount payable by the Tenant to the Landlord unless otherwise specified must be paid to the Landlord within seven (7) Business Days after the Landlord gives a notice to the Tenant requiring payment.

29.7 Time of the essence

Time shall be of the essence in all respects.

29.8 Certificates

A certificate signed by the Landlord or the Landlord's solicitors about a matter or a sum payable is sufficient evidence of the matter or sum stated in the certificate unless the matter or sum is proved to be false.

29.9 Exercise of rights by Landlord

The Landlord may exercise each right, power or remedy at its discretion, separately or concurrently with any other right, power or remedy, and:

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right, power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Landlord are cumulative with and not exclusive of the rights, powers and remedies provided by law; and

- (d) any demand made shall not in any way be deemed to constitute a waiver by the Landlord of any breach or non-observance of a Tenant's Obligation and shall not prejudice any other right of the Landlord in relation to such breach.

#### 29.10 Landlord may act by agent

All acts and things which may be done by the Landlord may be done by a solicitor, agent, employee or contractor of the Landlord, including, without limitation, the Managing Agent.

#### 29.11 Variation

This Lease may not be varied except in writing signed by all of the parties.

#### 29.12 Giving of notice

Any notice, approval, consent or other communication given under this Lease:

- (a) shall be in writing and in English;
- (b) may be served on the recipient personally, or by leaving it at the recipient's last known address, or sent by pre-paid post to the recipient's last known address or sent by facsimile transmission to the recipient's facsimile number (if known);
- (c) will be deemed to be served, if served personally, at the time of handing the notice to the recipient, if left at the recipient's last known address, at the time of leaving the notice at the recipient's last known address, if sent by pre-paid post to the recipient's last known address, on the sixth Business Day after the date of posting, if sent by facsimile transmission, on the same date as transmitted (if transmitted prior to 4:00pm on a Business Day) or the next Business Day (if transmitted at or after 4:00pm on a Business Day, or on a day not being a Business Day); and
- (d) if given by the Landlord, may be signed by the Landlord or a solicitor or agent of the Landlord.

#### 29.13 No moratorium

The provisions of any statute which extends a date for paying money under this Lease or which abrogates, nullifies, postpones or otherwise affects any provision in this Lease shall not apply to limit the terms of this Lease.

#### 29.14 Further assurances

Each party shall execute and do all acts and things necessary to give full force and effect to this Lease.

#### 29.15 Effect of execution

This Lease binds each person who executes it notwithstanding the failure by any other person to execute this Lease.

#### 29.16 Severance

If any part of this Lease is or becomes unenforceable or void or voidable, that part will be severed from this Lease and those parts that are unaffected shall continue to have full force and effect.

#### 29.17 Goods and services tax

(a) In the Lease:

“GST” means goods and services tax or similar value added tax levied or imposed in Australia pursuant to the GST Law or otherwise on a supply;

“GST Act” means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;

“GST Law” has the same meanings as in the GST Act;

“Tax Invoice” includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit;

(b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise;

(c) The Rent and other moneys payable under this Lease have been calculated without regard to GST, and the Landlord and the Tenant agree that the Landlord shall be entitled to charge an additional amount if the Landlord becomes subject to GST as a result of the grant of this Lease or any supply to the Tenant under or in connection with this Lease, and the following provisions shall apply:

(i) the Tenant must do everything reasonably requested by the Landlord to ensure this Lease is treated as taxable for the purposes of the GST, the Tenant must pay the GST to the Landlord at the same time as the payment to which the GST relates, and the Rent and other amounts payable under this Lease are exclusive of GST;

(ii) the Tenant must pay to the Landlord on demand any GST charged on goods and services acquired or payable or paid by the Landlord in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services and the Rent; and

(iii) where the liability of the Tenant under this clause cannot be separately determined, the Tenant must pay to the Landlord on demand an amount which is equal to the Tenant's proportion of the relevant GST.

#### 29.18 Entire Agreement

This Lease constitutes the entire agreement between the parties and contains all the representations, warranties, covenants and agreements of the parties in relation to the subject matter of this Lease. This Lease supersedes all

previous correspondence or documentation relating to the Tenant's leasehold interest in the Leased Premises.

29.19 Headings

Except in the Schedules, the headings used in this Lease are for reference only and shall not effect the interpretation of this Lease.

29.20 Termination

The Termination of this Lease does not affect the Tenant's obligation to pay any money which is payable or do any act which is to be done after Termination as provided by this Lease.

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## SCHEDULE 1

### **Item 1**      **Authorised Use**

The development and operation of a solar farm, which includes converting solar energy into electrical energy, and collecting and transmitting the electrical energy so converted, together with any and all activities which are incidental or ancillary to the purposes specified above.

### **Item 2**      **Commencement Date**

TBC...

### **Item 3**      **End Date**

The date that is twenty five (25) years after the Commencement Date, being TBC...

### **Item 5**      **Land and Leased Premises**

#### (a) Land

Lot 16224 on Deposited Plan 225562 being the whole of the land in Certificate of Title Volume 2046 Folio 541.

#### (b) Leased Premises

That part of the Land having an area of approximately 20,032 square metres as depicted and hatched in black on the plan in Annexure "A" of this Lease.

### **Item 6**      **Interest Rate**

Ten Per Centum (10%) per annum.

### **Item 7**      **Rent**

From the Commencement Date until varied, the Rent is                      DOLLARS (\$0.00) per annum payable by instalments of                      DOLLARS AND                      CENTS (\$0.00) per month in advance on the first Business Day of each month commencing on the Commencement Date. The Rent is exclusive of GST.

### **Item 8**      **Rent Review Dates**

The Rent shall be reviewed on the following dates in accordance with the mechanism set out alongside each date:

<b>Date</b>	<b>Method</b>
Annually on the anniversary of the Commencement Date during the Term	CPI Rent Review
For the purposes of clause 24 "Option of Renewal"	TBC...
For the purposes of clause 25 "Holding Over"	CPI Rent Review

**Item 9**      **Term and Option for Further Term**

(a) The term shall be the period of twenty five years (25) years commencing on the Commencement Date and ending on the End Date.

(b) First Further Term  
TBC...\_\_\_\_\_ ( ) years

Second Further Term

TBC...\_\_\_\_\_ ( ) years

**Item 10**      **Tenant's Insurance Obligations**

Without affecting any further insurance to be effected by the Tenant as specified by the Landlord in writing to the Tenant, the Tenant shall effect policies of insurance in respect of:

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00) for any one incident or such greater amount as may be specified from time to time by the Landlord;
- (b) the full insurable value on a replacement or reinstatement basis of the Tenant's Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Tenant employed in or about the Leased Premises;
- (d) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
- (e) any other matter or thing which the Landlord reasonably requires by notice to the Tenant;

on the terms specified in clause 15 of the Lease.

**Item 11**      **The Landlord's Fixtures**

The only Landlord Fixture is the perimeter fence on the Leased Premises.

**Item 12**      **Variable Outgoings**

TBC...

**Item 13**      **Managing Agent**

Not applicable.

**Item 14**      **Guarantor's Details**

TBC...

**Item 15**    **Bank Guarantee- Security Amount**

TBC...

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## **SCHEDULE 2 - SPECIAL CLAUSES**

### **1. Interpretation**

- (a) These are the special clauses referred to in clause 28 of the Lease.
- (b) All words and expressions used but not defined in these special clauses but which are defined in clause 1 of the main body of the Lease, shall have the same meanings respectively assigned to them in clause 1 of the Lease.

### **2. Development of Leased Premises**

#### **2.1 Tenant's Development Covenants**

The Tenant must:

- (a) carry out and execute the Tenant's Works in accordance with the Works Conditions; and
- (b) not make any alterations to the Plans or Specifications or include, construct or erect any works on the Leased Premises which have not been previously approved in writing by the Landlord without:
  - i. the prior written consent of the Landlord which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Landlord EXCEPT THAT the Landlord shall not arbitrarily or unreasonably withhold its approval in the case of any mandatory alterations required by a Relevant Authority; and
  - ii. if applicable, the prior approval of any Relevant Authority.

#### **2.2 Non-Approved Works**

If the Tenant carries out any works which have not been previously approved in writing by the Landlord or which are not undertaken in accordance with the provisions of this Lease, the Landlord may require the Tenant (but without limiting any other right or remedy available to the Landlord) at the Tenant's cost, to dismantle and remove any such works and to carry out the same in accordance with the Landlord's approval and otherwise in compliance with the provisions of this Lease.

#### **2.3 Access to the Leased Premises**

- (a) The Tenant is entitled to take possession of the Leased Premises and to enter upon the Leased Premises and commence the Tenant's Works from and including the Commencement Date PROVIDED:
  - (i) the Lease has been executed by the Tenant, the Landlord and the Guarantor (if applicable) and all other consenting parties;
  - (ii) the Conditions Precedents have been satisfied; and
  - (iii) the Tenant has delivered to the Landlord the Bank Guarantee (if any) in accordance with special clause 4 of these special clauses.
- (b) For the avoidance of doubt, the Tenant is obliged to pay full Rent, Variable Outgoings and all other money payable under the Lease from

the Commencement Date regardless of whether the Tenant has commenced or completed the Tenant's Works or whether the Tenant can carry on the Tenant's Operations from the Leased Premises.

- (c) Notwithstanding special clause 2.3(a), should the Tenant commence the Tenant's Works prior to the satisfaction of any Conditions Precedent, whether with or without the Landlord's prior consent, the Tenant does so at its own risk and shall have no claim against the Landlord in the event that any of the Conditions Precedent are thereafter not satisfied.

#### 2.4 Facilities for Tenant's Contractors

The Tenant and the Tenant's contractors must provide and, as necessary, negotiate with the Landlord for all temporary services (including, without limitation, electricity, water and telephone services), toilet facilities, hoisting facilities, lunch rooms and other amenities, and the carting away of rubbish which the Tenant or its contractors may require, and must pay to the Landlord on demand any expenses which the Landlord may thereby incur.

#### 2.5 Tenant Responsible for Damage

The Tenant shall, at the option of the Landlord, either repair and make good any damage which may be caused to the Land or Leased Premises or any part thereof as a result of the construction, erection or installation of the Tenant's Works, to the satisfaction of the Landlord, or alternatively shall reimburse on demand the Landlord for all the costs incurred by the Landlord in having such damage made good by the Landlord's own contractors.

#### 2.6 Tenant's Insurance

- (a) Prior to the commencement of the Tenant's Works (or any associated or incidental works on the Leased Premises), the Tenant must have:
  - (i) procured the insurance policies referred to in item 10 of Schedule 1; and
  - (ii) otherwise complied with the terms of clause 15 of the Lease in respect of those insurance policies.
- (b) For the avoidance of doubt and notwithstanding or limiting clause 15 or item 10 of Schedule 1 of the Lease, the Tenant must, prior to the commencement of any Tenant's Works or associated or incidental works on the Leased Premises:
  - (i) insure against and ensure that all of its contractors engaged in carrying out the Tenant's Works, throughout the Tenant's Works Period insure against any liability, loss, claim or proceeding whatsoever arising by virtue of any statute relating to workers' compensation or employer's liability, by any person employed in or about the execution of the Tenant's Works and shall also insure for the Tenant's and its contractors' common law liability to all such persons for such amount as shall be nominated by the Landlord; and
  - (ii) ensure that the insurance policy referred to in item 10(b) of Schedule 1 insures the Tenant's Works for their full reinstatement and replacement value and apply all insurance moneys received in reinstating, rebuilding and repairing any damage incurred or suffered to the Tenant's Works.

## 2.7 Assumption of Risk by Tenant

The parties expressly acknowledge and agree that:

- (a) the construction of all of Tenant's Works (whether undertaken by the Tenant or the Landlord or any contractor on behalf of or at the direction of either the Tenant or the Landlord) shall be at the risk of the Tenant in all respects;
- (b) the Tenant bears the risk of:
  - (i) the Tenant's Works;
  - (ii) all Works Equipment; and
  - (iii) all unfixed goods and materials used or to be used in carrying out the Tenant's Works, including anything provided by the Landlord to the Tenant or brought onto the Leased Premises by any contractor; and
- (c) the Tenant releases and discharges the Landlord from all claims for loss of or damage to the Land or Leased Premises, and any plant, equipment, fixtures, fittings, merchandise, good or property of the Tenant contained in or about the Land or Leased Premises for the purpose of the Tenant's Works and from any loss of profits resulting from such loss or damage.

## 2.8 Property in Works

Despite any rule of law or equity to the contrary, title to and ownership of the Tenant's Works shall be the property of the Tenant regardless of their attachment or affixation to the Leased Premises, and shall be a Tenant's Fixture, unless re-classified as a Landlord's Fixture in accordance with this Lease.

## 2.9 Default

- (a) For the avoidance of doubt, a failure by the Tenant to perform or comply with any of its obligations under this special clause 2 is an Event of Default and a breach of an essential term of the Lease ("Development Default").
- (b) Without prejudice to any other rights or remedies available to the Landlord, if the Landlord terminates this Lease pursuant to clause 21 of the Lease on the occurrence of a Development Default:
  - (i) the Tenant shall, unless otherwise directed by the Landlord, within sixty (60) days from the date upon which the Landlord terminates the Lease remove from the Leased Premises the Tenant's Works in compliance with the Works Conditions and make good the Leased Premises to the satisfaction of the Landlord;
  - (ii) the termination of the Lease shall be without prejudice to the obligations of the Tenant to pay the Landlord any moneys which shall be due and owing as at the date on which the Landlord terminates the Lease; and
  - (iii) the Tenant shall pay to the Landlord on demand all costs and expenses incurred by the Landlord as a consequence of the Tenant's Development Default and in the exercise of the rights of the Landlord under this special clause 2.9.

- (c) Should the Tenant not comply with its obligation under special clause 2.9(b)(i) the Landlord shall be a liberty to exercise any of the rights conferred on the Landlord pursuant to clause 23.4 of the Lease.
- (d) Until the Leased Premises are restored in accordance with the Lease (whether by the Tenant or the Landlord) or until the Landlord elects to take the absolute property in the Tenant's property (which includes the Tenant's Fixtures) left after termination, the Tenant shall continue to pay the Rent and Variable Outgoings as if the Tenant were holding over in the Leased Premises.

#### 2.10 Indemnity

Without limiting the generality of clause 16 of the Lease, the Tenant indemnifies the Landlord and the Landlord's employees against all claims, demands, loss, damage, costs and expenses of every description which the Landlord may suffer or incur in connection with or arising directly or indirectly from the Tenant's entry upon and occupation of the Leased Premises for the purpose of the Tenant's Works or the construction, installation or carrying out the Tenant's Works (whether undertaken by the Tenant or the Landlord or any contractor on behalf of or at the direction of either the Tenant or the Landlord).

#### 2.11 Definitions

For the purpose of this special clause 2:

- (a) "Tenant's Works Period" means the period from which the Tenant's Works commence until to the date that all Tenant's Works have been completed; and
- (b) "Works Equipment" means those things used, or work undertaken by the Tenant or its contractors to construct the Tenant's Works but which will not form part of the Tenant's Works.

### 3. Environmental Matters

#### 3.1 Tenant's Environmental Covenants

The Tenant must:

- (a) comply with all Environmental Laws including, without limitation, obtaining all necessary permits, authorisations and approvals required for the Tenant to carry out the Authorised Use on the Leased Premises;
- (b) take all practicable precautions to ensure that no Contamination of the Leased Premises or the Environment in the vicinity of the Leased Premises occurs;
- (c) not discharge into any stormwater drain any trade effluent, Hazardous Material or Waste, other than that which is authorised by the relevant Government Authority;
- (d) immediately notify the Landlord if:
  - (i) a Contamination Event occurs on the Leased Premises; or
  - (ii) an Environmental Notice is served on the Tenant;
- (e) if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Tenant, promptly take all

usual and reasonable actions at the Tenant's own cost and in accordance with best industry practice for the Remediation of the Leased Premises and any land in the vicinity of the Leased Premises to a condition, as far as practicable, as if the Contamination Event had not occurred;

- (f) at the Tenant's own cost, comply with every Environmental Notice issued in respect of, or arising from, the Tenant's occupation or use of the Leased Premises, whether the notice is served on the Landlord or the Tenant;
- (g) allow the Landlord and its employees and contractors:
  - (i) after receiving reasonable notice from the Landlord, access to the Leased Premises to conduct environmental audits or inspections from time to time; and
  - (ii) immediate access to the Leased Premises to conduct an inspection following a Contamination Event; and
- (h) pay the reasonable costs of any reputable environmental consultant appointed by the Landlord to undertake an inspection from time to time of the Leased Premises to verify the Tenant's compliance with this clause 3.

### 3.2 Remediate Contamination

- (a) Without limiting the Tenant's obligation under special clause 3.1(e), the Tenant must ensure that at the expiration of the Term it has Remediated any Contamination of the Leased Premises or any land in the vicinity of the Leased Premises caused by the Tenant, to the absolute satisfaction of the Landlord.
- (b) Subject to special clause 3.2(e), not later than six months before the expiration of the Term, the Tenant must arrange for a reputable environment consultant approved by the Landlord (whose approval must not be unreasonably withheld) to:
  - (i) carry out an investigation of Contamination at the Leased Premises;
  - (ii) prepare a report with respect to any (if any) Contamination at the Leased Premises; and
  - (iii) prepare a Remediation Notice (if applicable).
- (c) Subject to special clause 3.2(d), the Tenant must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Landlord, and at the Tenant's sole cost.
- (d) The Tenant is under no obligation to carry out remedial works in respect of Contamination of the Leased Premises shown to exist at the Commencement Date, except to the extent that the Tenant has disturbed the Contamination in a manner which creates a risk of harm to people or the Environment.
- (e) If this Lease is terminated by the Landlord prior to the expiration of the Term, the Landlord may:
  - (i) arrange for the investigation of Contamination referred to in special clause 3.2(a) and for the preparation of a Remediation Notice (if applicable); and

- (ii) carry out the works specified in the Remediation Notice, at the Tenant's expense, and the Tenant will indemnify the Landlord under special clause 3.3(a).
- (f) For the avoidance of doubt, this clause 3.2 is for the benefit of the Landlord and can only be waived by the Landlord.

### 3.3 Environmental Indemnity

- (a) Without limiting clause 16 of the Lease the Tenant indemnifies the Landlord and the Landlord's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Landlord is or may become liable in respect of or arising from the Tenant's breach of any of the Tenant's Environmental Covenants.
- (b) Without limiting special clause 3.3(a), in the event that the Tenant fails to promptly comply with its obligations under special clauses 3.1(e), 3.1(f), 3.2(a), 3.2(b) or 3.2(c) the Landlord shall be at liberty to carry out all of the said obligations at the cost of the Tenant, which cost shall be recoverable from the Tenant on demand.

### 3.4 Event of Default and Essential Term

For the avoidance of doubt, a failure by the Tenant to perform or comply with any of its obligations under this special clause 3 is an Event of Default and a breach of an essential term of the Lease.

### 3.5 Definitions

In this special clause 3:

- (a) "Contamination" means the affectation of land (including any surface water, ground water or other waters and airspace) by any matter or substance, including but not limited to a solid, liquid, gas, odour, heat, sound, vibration or radiation which:
  - (i) makes or may make such land or the surrounding Environment:
    - (A) unsafe or unfit for habitation or occupation by persons or animals;
    - (B) environmentally degraded; or
    - (C) not comply with any Environmental Law; or
  - (ii) otherwise gives rise to a risk or possible risk of harm to human health or the Environment;
- (b) "Contamination Event" means any incident originating on the Leased Premises involving:
  - (i) any Contamination or likely Contamination of the Leased Premises, or the Environment in the vicinity of the Leased Premises; or
  - (ii) the unlawful disposal of Waste in a manner which harms or is likely to harm the Environment;

- (c) “Environment” means all components of the earth, including:
- (i) land, air and water;
  - (ii) any layer of the atmosphere;
  - (iii) any organic or inorganic matter and any living organism including humans;
  - (iv) human made or modified structures and areas;
  - (v) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and
  - (vi) ecosystems with any combinations of the above;
- (d) “Environmental Law” means any law, whether statute or common law (including the laws of negligence and nuisance), concerning the Environment and includes Laws concerning:
- (i) the carrying out of uses, works or development or the subdivision of land;
  - (ii) emissions of substances into the atmosphere, waters and land;
  - (iii) pollution and contamination of the atmosphere, waters and land;
  - (iv) production, use, handling, storage, transportation and disposal of:
    - (A). Waste;
    - (B) Hazardous Materials; and
    - (C) dangerous goods
  - (v) conservation, heritage and natural resources;
  - (vi) threatened and endangered and other flora and fauna species;
  - (vii) the erection and use of structures; and
  - (viii) the health and safety of people,
- whether made or in force before or after the date of this Lease;
- (e) “Environmental Notice” means any direction, order demand or other requirement to take any action or refrain from taking any action in respect of the Leased Premises or its use from any Government Authority in connection with any Environmental Law;
- (f) “Government Authority” means any state, federal or local government department or authority, government Minister, governmental, semi-governmental, administrative or judicial person or any other person (whether autonomous or not) charged with the administration of any applicable law;
- (g) “Hazardous Material” means material which, because it is toxic, corrosive, flammable, explosive or infectious or possesses some other dangerous characteristics, is potentially dangerous to the Environment when stored or handled or when any part of the Environment is exposed to it;

- (h) "Tenant's Environmental Covenants" means the Tenant's obligations under special clause 3.1, together and each of them separately;
- (i) "Remediation" includes the investigation, clean-up, removal, abatement, disposal, control, containment, encapsulation or other treatment of Contamination and includes the monitoring and risk management of any Contamination, and "Remediated" and "remediate" has a corresponding meaning;
- (j) "Remediation Notice" means a statement of the works necessary to remediate any Contamination at the Leased Premises or the surrounding Environment to an appropriate standard;
- (k) "Waste" means any discarded, rejected, unwanted, surplus or abandoned substance whether or not:
  - (i) it is intentionally discarded;
  - (ii) it has a value or use; or
  - (iii) it is intended for sale, recycling, re-processing, recovery or purification; and
- (l) A reference to "Tenant" also includes an Authorised Person.

#### 4. Bank Guarantee

4.1 The Tenant must deliver to the Landlord on or before the Commencement Date a guarantee or unconditional performance bond from a trading bank conducting business in Australia in a form and on terms approved by the Landlord ("Bank Guarantee") in favour of the Landlord to secure payment to the Landlord of the amount specified in item 15 of Schedule 1 ("Security Amount").

4.2 If:

- (a) the Tenant fails to pay Rent, the Outgoings or other moneys payable under this Lease on the due date; or
- (b) there occurs any other default by the Tenant under this Lease,

the Landlord may present the Bank Guarantee to the relevant bank to pay the Landlord the Security Amount without reference to the Tenant and despite any notice from the Tenant to the Bank not to pay the Landlord any money.

4.3 Within ten (10) Business Days (and no later) after the Landlord receives payment of the full amount of the Security Amount under the Bank Guarantee, the Tenant must deliver to the Landlord a further Bank Guarantee on substantially the same terms as the Bank Guarantee initially delivered to the Landlord under this clause.

4.4 Payment under the Bank Guarantee does not limit the rights of the Landlord under this Lease or operate as a waiver of the Tenant's default of any of the Tenant's Obligations under this Lease.

4.5 Any part of the amount paid under the Bank Guarantee subsequently determined by the Landlord to be in excess of the loss incurred by the



Landlord resulting from the Tenant's initial default, or any other default of the Tenant, will be paid to the Tenant after the Landlord determines the amount of the excess.

- 4.6 Not more than three (3) months after the expiration of the Lease Year in which Termination occurs if the Bank Guarantee has not become presentable under this special clause 4, the Landlord will promptly release the Bank Guarantee to the bank provided that there is then:
- (a) no Rent, Variable Outgoings or other moneys payable under this Lease; and
  - (b) no act, matter or thing in respect of which the Landlord has or may have a claim against the Tenant.

5. Guarantee and indemnity

5.1 In consideration of the Landlord, at the request of the Guarantor, agreeing to enter into this Lease with the Tenant, the Guarantor:

- (a) guarantees to the Landlord the due and punctual observance and performance of the Tenant's Obligations; and
- (b) indemnifies and keeps indemnified the Landlord against all losses, expenses, claims, and damages incurred or reasonably expected to be incurred by the Landlord by reason of any breach of the Tenant's Obligations.

5.2 The Guarantor's obligations under this Lease are an irrevocable and continuing guarantee and indemnity, and the Guarantor will not be wholly or partially released from the obligations of this special clause 5 by any matter or thing, including without limitation:

- (a) the death, insolvency, bankruptcy, liquidation or mental incapacity of a Guarantor or any of them;
- (b) the death, insolvency, bankruptcy, liquidation or mental incapacity of the Tenant;
- (c) the avoidance of any payment by the Tenant or the Guarantor to the Landlord;
- (d) the payment of money to the Landlord by any person;
- (e) the performance, observance, non-performance or non-observation of any of the Tenant's Obligations;
- (f) the granting of time or other indulgence or consideration by the Landlord to any person;
- (g) the Landlord failing or neglecting to exercise any of the Landlord's rights under this Lease;
- (h) any act, omission, laches or default on the part of the Landlord which would affect the liability of any person to the Landlord but for this provision; or

- (i) any act or omission of the Landlord which results, or might result, in prejudice to a Guarantor or any of them.
- 5.3 This Lease is enforceable against the Guarantor and the Guarantor is liable under this Lease notwithstanding any claims that the Landlord is estopped from enforcing any term of this Lease, or that the Tenant has any other defence against an action by the Landlord to enforce any term of this Lease, and binds the Guarantor until the Tenant is released from its obligations under this Lease.
- 5.4 The Guarantor's obligations under this Lease are principal obligations and are not ancillary or collateral to any other obligation or instrument.
- 5.5 If the Landlord is unable to recover from any person any money owing under this Lease, or to enforce a remedy for any other breach of the Tenant's Obligations, the Guarantor also agrees to pay the Landlord on demand the loss, damage, costs and expenses suffered or incurred by the Landlord in respect of the breach of those covenants and the other provisions of this Lease apply as far as is possible to the indemnity conferred on the Landlord by this clause.
- 5.6 This guarantee and indemnity:
- (a) continues until the Tenant has performed all the Tenant's Obligations and while the Tenant occupies or is entitled to occupy the Leased Premises in any manner whatever;
  - (b) extends to the obligations of any assignee of the Tenant's interest under this Lease and of any sub-tenant;
  - (c) extends to all extensions of this Lease and any new lease of the Leased Premises granted to the Tenant or an assignee of the Tenant's interest under this Lease or any sub-tenant; and
  - (d) extends to claims by the Landlord for any liability arising from the repudiation of this Lease and any default under this Lease by the Tenant, and any action taken by the Landlord as a result of a default including the Landlord re-entering the Leased Premises or terminating this Lease.
- 5.7 The Guarantor may not, without the Landlord's consent:
- (a) raise a set-off or counterclaim available to the Guarantor against the Tenant in reduction of the Guarantor's liability under this clause;
  - (b) prove or claim in any bankruptcy, liquidation, arrangement or assignment of or in relation to the Tenant until the Landlord has received 100 cents in the dollar in respect of the money owing by the Tenant under this Lease and the Guarantor holds in trust for the Landlord any such proof or claim or any dividend received by the Guarantor from such proof or claim; or
  - (c) claim to be entitled to the benefit of any other security held by the Landlord in connection with this Lease, whether because of the rules of contribution, indemnity, subrogation, marshalling or for any other reason.

- 5.8 If a payment to the Landlord in connection with this Lease is void or voidable under Laws relating to insolvency or protection of creditors the Landlord remains entitled to the rights against the Guarantor which the Landlord had under this clause before that payment was made.
- 5.9 The Guarantor acknowledges that the parties intend that the Lease may not be registered pursuant to the *Transfer of Land Act 1893 (WA)*.
- 5.10 The Guarantor hereby warrants to the Landlord that where the Tenant has executed or shall execute this Lease pursuant to any Memoranda and/or Articles of Association and/or Constitution, trust deed, will, deed of settlement, or other instrument whatsoever ("Instrument") the Tenant has done or prior to executing this Lease shall do, all acts, matters and things required by the Instrument or otherwise to ensure that each such party has validly executed or shall validly execute this Lease and shall be bound hereby in accordance with the terms of this Lease and the Guarantor hereby agrees unconditionally that he shall indemnify and keep indemnified the Landlord from and against all losses, costs, claims, expenses and damages of any nature whatsoever directly or indirectly incurred or reasonably expected to be incurred by the Landlord from or out of the breach of any of the warranties contained in this special clause 5.10.
- 5.11 If the Guarantor comprises more than 1 person, the obligations of each Guarantor are joint and several.
- 5.12 In this special clause 5, a reference to:
- (a) "Guarantor" means each Guarantor listed in item 14 of Schedule 1;
  - (b) "this Lease" includes any tenancy or other right of any kind by which the Tenant occupies or is entitled to occupy the Leased Premises; and
  - (c) "Tenant's Obligations" means each covenant, obligation and duty contained or implied in this Lease or any other instrument by which the Tenant occupies any part of the Land or Leased Premises or required by law to be performed by the Tenant or any Authorised Person
- 5.13 The Landlord may assign the rights under, and the benefit of, the obligations of the Guarantor under this Lease.

## 6. Tenant's Additional Covenants

Without limiting the Tenant's obligations under the Lease, the Tenant shall be responsible for:

- 6.1 cleaning and maintaining the Solar Facilities and keeping them in good and workmanlike manner during the Term;
- 6.2 controlling any vegetation growth on the Leased Premises, including any vegetation underneath and in between the solar panels;
- 6.3 monitoring the performance and health of the Solar Facilities on a regular basis (which may be done remotely);
- 6.4 if required by the Landlord, erect and maintain fences and gates on or around the Leased Premises and ensure that such fences and gates are sufficiently sound, high and secure to prevent entry upon the Leased Premises by unauthorised persons and members of the public;

- 6.5 ensuring that, when not in active use by the Tenant, all access gates, as well as all interior gates, will remain closed at all times;
- 6.6 taking commercially reasonable steps to avoid damaging any of the Facilities, the Landlord's Fixtures or the Services supplying any part of the Land; and
- 6.7 undertaking the Tenant's Works, carrying on the Tenant's Operations and performing the Tenant's Obligations in a manner which causes minimal interference to other Occupiers or residents of the neighbourhood.

## 7. Local Preference

During the completion of the Tenant's Works and in the performance of the Tenant's cleaning, maintenance and repair obligations under this Lease, the Tenant shall:

- 7.1 except where it is impracticable so to do, use labour available within the Shire of Narembeen (including using all reasonable endeavours to ensure that as many as possible of the Tenant's workforce be recruited from within the Shire of Narembeen);
- 7.2 as far as it is reasonable and economically practicable to do so, use the services of suppliers and contractors resident and available within the Shire of Narembeen;
- 7.3 when calling for tenders and letting contracts for works, materials, plant, equipment and supplies ensure that suitably qualified suppliers, manufacturers and contractors resident and available within the Shire of Narembeen are given fair and reasonable opportunity to tender or quote;
- 7.4 give proper consideration and, where possible, preference to suppliers, manufacturers and contractors resident and available within the Shire of Narembeen when letting contracts or placing orders for works, materials, plant, equipment and supplies where price quality delivery and service are equal to or better than that obtainable elsewhere; and
- 7.5 if notwithstanding the foregoing provisions of this special clause 7, a contract is to be let or an order is to be placed with a supplier, manufacturer or contractor outside of the Shire of Narembeen, give proper consideration and where possible preference to tenders, arrangements or proposals that include participation from suppliers, manufacturers or contractors resident and available within the Shire of Narembeen.

## 8. Expansion of Leased Premises

The parties acknowledge and agree that:

- 8.1 the Leased Premises are of sufficient size to accommodate stage 1 of the Tenant's proposed development;
- 8.2 if, at any time during the Term, the Tenant gives written notice to the Landlord that it wishes to expand the size of the Leased Premises in order to accommodate stages 2 and 3 of the Tenant's proposed development then such an arrangement will be subject to the parties entering into a new lease agreement; and

8.3 if a new lease agreement is entered into in respect of stage 2 and/or stage 3 of the development then, in addition to the Rent payable under this Lease, the rent payable under the new lease will be the amount determined by the Landlord for the expansion area required to accommodate the relevant stage of the development.

9. Cost of Survey / Plan of Leased Premises

Without limiting clause 13(b), the Tenant shall be responsible to pay or to reimburse the Landlord for the costs associated with surveying the Leased Premises and preparing the plan in Annexure "A" of this Lease irrespective of whether those matters are completed by the Landlord's agents or contractors.

DRAFT

**EXECUTED BY THE PARTIES AS A DEED**

**EXECUTION BY THE LANDLORD:**

THE COMMON SEAL of the  
**SHIRE OF NAREMBEEN**  
was hereunto affixed in the presence of:

\_\_\_\_\_  
Shire President

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Name of Shire President

\_\_\_\_\_  
Name of Chief Executive Officer

**EXECUTION BY THE TENANT:**

EXECUTED for and on behalf of )  
**HAWKS RENEWABLE ENERGY** )  
**TOWN PTY LTD (ACN** )  
by authority of its Directors )  
in accordance with section 127 of the )  
*Corporations Act 2001 (Cth)* )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
Name of Director/Secretary

**ANNEXURE "A"**  
**PLAN WHICH IDENTIFIES LEASED PREMISES**

DRAFT

### 3 TENDERER'S OFFER

**ORIGINAL**

#### 3.1 OFFER FORM

I/We (BLOCK LETTERS) PHOENIX LANDSCAPING SERVICES PTY LTD  
 Of (ADDRESS) P.O BOX 255 BEECHBORO WA 6063  
 ABN/GST Status - 16166772390 ACN (if any)  
 Telephone No: 0417950096 Facsimile No:  
 E-mail (if any): phoenixls@live.com.au.

In response to RFT 05/2018

#### Design & Construction for the Redevelopment of the Emu Hill Public Cemetery, Narembeen

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 Tendering contained in this Request signed and completed.

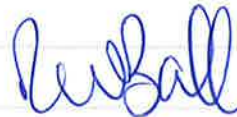
The tendered price is valid up to sixty (60) calendar days from the date of the tender closing or forty-five (45) days from the Council's resolution for determining the Tender, whichever is the later unless extended on mutual agreement between the Principal and the Tenderer in writing.

I/We agree that there will be no cost payable by the Principal towards the preparation or submission of this Tender 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 Tender.

Dated this 23 day of JANUARY 20 19

Signature of authorised signatory of Tenderer:



Name of authorised signatory (BLOCK LETTERS):

ROB BALL

Position:

DIRECTOR

Address:

17 BRIDGES RISE, KIARA WA

Witness Signature:



Name of witness: (BLOCK LETTERS):

DENISE FISHWICK

Address:

8/1 Dunedin St, Mt Hawthorn



### 3.2 TENDERER'S RESPONSE

The following checklist has been provided to assist you with your submission. Where it is necessary to provide additional information please ensure that all documents are clearly marked with the relevant attachment title to assist the evaluation panel with their assessment.

(NOTE: All pages within Part 3 are to be completed and returned to the Principal as they form part of your Tender submission).

#### 3.2.1 QUALITY ASSURANCE

Does your organisation have any quality assurance or quality assurance systems?	<input type="checkbox"/> Yes / No <input type="checkbox"/>	
If you propose to subcontract, does your subcontractor have a "third party" quality management system in place?	<input type="checkbox"/> Yes / No <input type="checkbox"/>	
Supply evidence or details of your quality assurance position and where relevant of your supplier's or subcontractor's position, in an attachment labelled " <b>Quality Assurance</b> ".	<b>"Quality Assurance"</b>	Tick if attached <input checked="" type="checkbox"/>

#### 3.2.2 INSURANCE COVERAGE

The insurance requirements for this Request are stipulated in the Special Conditions. Tenderers are to supply evidence of their insurance coverage in a format as outlined below or in an attachment labelled " <b>Insurance Coverage</b> ". A copy of the Certificate of Currency is to be provided to the Principal within 14 days of acceptance.			<b>"Insurance Coverage"</b>	Tick if attached <input checked="" type="checkbox"/>
<b>Type</b>	<b>Insurer – Broker</b>	<b>Policy Number</b>	<b>Value (\$)</b>	<b>Expiry Date</b>
Public Liability				
Workers Compensation				
(Other)				
(Other)				

### 3.3 SELECTION CRITERIA

#### 3.3.1 QUALITATIVE CRITERIA

Before responding to the following qualitative criteria, Tenderers must note the following:

- All information relevant to your answers to each criterion are to be contained within your Tender;
- Tenderers are to assume that the Evaluation Panel has no previous knowledge of your organisation, its activities or experience;
- Tenderers are to provide full details for any claims, statements or examples used to address the qualitative criteria; and
- Tenderers are to address each issue outlined within a qualitative criterion.

<p><b>A) Relevant Experience</b> Describe your experience in completing /supplying similar Tenderers must, as a minimum, address the following information attachment and label it <b>“Relevant Experience”</b>:</p> <p>(a) Provide details of similar work;</p> <p>(b) Provide scope of the Tenderer’s involvement including outcomes;</p> <p>(c) Provide details of issues that arose during the project and how were managed;</p> <p>(d) Demonstrate sound judgement and discretion; and</p> <p>(e) Demonstrate competency and proven track record of outcomes.</p>	<p><b>Weighting</b> <b>30%</b></p>	
	<p><b>“Relevant Experience”</b></p>	<p><input checked="" type="checkbox"/> <b>Tick if attached</b></p>
<p><b>B) Key Personnel skills and experience</b> Tenderers should provide as a minimum information of proposed personnel to be allocated to this project, such as:</p> <p>(a) Their role in the performance of the Contract;</p> <p>(b) Curriculum vitae;</p> <p>(c) Membership to any professional or business association;</p> <p>(d) Qualifications, with particular emphasis on experience of personnel in projects of a similar requirement; and</p> <p>(e) Any additional information.</p> <p>Supply details in an attachment and label it <b>“Key Personnel”</b>.</p>	<p><b>Weighting</b> <b>20%</b></p>	
	<p><b>“Key Personnel”</b></p>	<p><input checked="" type="checkbox"/> <b>Tick if attached</b></p>
<p><b>C) Tenderer’s Resources</b> Tenderers should demonstrate their ability to supply and sustain the necessary:</p> <p>(a) Plant, equipment and materials; and</p> <p>(b) Any contingency measures or back up of resources including personnel (where applicable).</p> <p>As a minimum, Tenderers should provide a current commitment schedule in an attachment and label it <b>“Tenderer’s Resources”</b>.</p>	<p><b>Weighting</b> <b>20%</b></p>	
	<p><b>“Tenderer’s Resources”</b></p>	<p><input checked="" type="checkbox"/> <b>Tick if attached</b></p>

<b>D) Demonstrated Understanding</b> Tenderers should detail the process they intend to use to achieve the Requirements of the Specification. Areas that you may wish to cover include: <ul style="list-style-type: none"> <li>(a) Project Design Documentation and Budget;</li> <li>(b) A project schedule/timeline must be provided;</li> <li>(c) The process for the delivery of the goods/services;</li> <li>(d) A willingness to employ local and regional trades persons;</li> <li>(e) A demonstrated understanding of the scope of work; and</li> <li>(f) Provide details of any Manufacturing / Supplier Warranties applicable.</li> </ul> Supply details and provide an outline of your proposed methodology in an attachment labelled " <b>Demonstrated Understanding</b> ".	<b>Weighting 30%</b>	
	<b>"Demonstrated Understanding"</b>	<input checked="" type="checkbox"/> <b>Tick if attached</b>

### 3.4 PRICE INFORMATION

Tenderers **must** complete the following "Price Schedule". Before completing the Price Schedule, Tenderers should ensure they have read this entire Request.

#### 3.4.1 DISCOUNTS

Are you prepared to allow a discount for prompt settlement of accounts?	<input checked="" type="checkbox"/> Yes / No <input type="checkbox"/>	
If you are offering different discounts for different periods, or other discounts such as volume discounts, detail them in an attachment labelled " <b>Discounts</b> ".	<b>"Discounts"</b>	<b>Tick if attached</b> <input checked="" type="checkbox"/>

#### 3.4.2 TOTAL TENDERED PRICE

Total Tendered Price (including GST) for the Design and Construction for the Redevelopment of the Emu Hill Public Cemetery, Narembeen	\$ 168677.30
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#### 3.4.3 SCHEDULE OF PAYMENTS

Schedule of Payment as pursuant to Standard Building Contracts	
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# PHOENIX LANDSCAPING SERVICES PTY LTD

QUALIFIED HORTICULTURIST

Mobile : 0417 950 096

Email: phoenixls@live.com.au

ABN: 16 166 772 390

QUOTE No

6094

TO SHIRE OF NAREMBEEN

1 LONGHURST STREET

NAREMBEEN TEL 90 647 308

DATE 23-1-19

QTY	DESCRIPTION	PRICE
	RE: EMU HILL PUBLIC CEMETARY NAREMBEEN	
1	<u>FEATURE WALL:</u>	
	- REO RODS	
	- FORMWORK.	
	- SUPPLY concrete	
	- INSTALL concrete	
	- SITEWORKS	
	- METAL TOP	
	- ACID WASH WALLS.	
	- ARATEX FINISH.	
	- GENERATOR HIRE	
	- FREIGHT	
	- LABOUR	
	- ACCOMODATION	
		SUB TOTAL \$65010.00







# PHOENIX LANDSCAPING SERVICES PTY LTD

QUALIFIED HORTICULTURIST

Mobile : 0417 950 096

Email: phoenixls@live.com.au

ABN: 16 166 772 390

QUOTE No

6096

TO \_\_\_\_\_

\_\_\_\_\_

TEL \_\_\_\_\_

DATE \_\_\_\_\_

QTY	DESCRIPTION	PRICE
4	G1 MULCH.	
	G2 GRAVEL MULCH.	
	- ECLIPSE MULCH.	
	- SOUTH WEST RIVERSTONES.	
	- FREIGHT	
	- Labour	
	- Accomodation	
		SUB TOTAL \$ 5896 00
5.	P1 COBBLESTONE SETS.	
	P2 GRANITE PAVERS.	
	- ABSOLUTE STONE Cobblestones	
	- ASSOLUTE STONE GRANITE PAVERG.	
	- FREIGHT	
	- SAND	
	- LABOUR	
	- Accomodation	
		SUB TOTAL \$ 7579 00



# PHOENIX LANDSCAPING SERVICES PTY LTD

QUALIFIED HORTICULTURIST

Mobile : 0417 950 096

Email: phoenixls@live.com.au

ABN: 16 166 772 390

QUOTE No

6097

TO \_\_\_\_\_

\_\_\_\_\_ TEL \_\_\_\_\_

DATE \_\_\_\_\_

QTY	DESCRIPTION	PRICE
6	PLANTS. ; <u>RETICULATION :</u>	
	- SUPPLY 31 Plants in 14cm	
	- AUTOMATIC RETICULATION FROM TOILET WATER SUPPLY. (BATTERY OP)	
	- MACHINE HIRE	
	- FREIGHT	
	- Labour	
	- Accomodation	
		SUB TOTAL \$ 3333 00
7	<u>DEMOLITION :</u>	
	- Demolish EXISTING BRICK WALL	
	- Remove Rubbish to local TIP (NO CHARGE)	
	- MACHINE Hire	
	- Labour	
	- Accomodation	
		SUB TOTAL \$ 1490 00









# PLS

## PHOENIX LANDSCAPING SERVICES



ABN ~~80 000 000 000~~ 16 166 772 390.  
Mobile : 0417 950 096

### ADDRESSED ITEMS.

#### 3.2.1 QUALITY ASSURANCE.

- 1 SHIRE OF KULIN GEO WHISSON
- 2 SUBIACO BUILDING COMPANY PAT WELCH

#### 3.3.1 (A)

- a) SHIRE OF KULIN  
SUBIACO BUILDING COMPANY.

#### (B)

- a) VARIOUS CONTRACTORS. LOCAL & PERTH.
- b) ALL HAVE QUALIFICATIONS

#### (C)

- a) PLANT EQUIPMENT LOCAL.
- a) MATERIALS LOCAL & OUTSOURCE.
- b) PERSONNEL BACK-UP IN PERTH.

#### (D)

- a) DO IF SELECTED FOR CONTRACT.
- b) AS ABOVE
- c) AS ABOVE
- d) WILL BE USING AS MUCH LOCAL AS POSSIBLE
- e) VERY COMPETENT
- f) DO IF SELECTED FOR CONTRACT.



# PLS PHOENIX LANDSCAPING SERVICES



ABN 61000994516

Mobile : 0417 950 096

3.4.1

DISCOUNTS.

5% DISCOUNT IF YOU PAY :

25% ON COMMENCEMENT

50% AFTER 20 DAYS.

25% ON COMPLETION



## BUSINESS INSURANCE

### Certificate of Currency

Issue Date  
2 July 2018

INSURER: Insurance Australia Limited  
ABN 11 000 016 722  
AFSL 227681  
Trading as CGU Insurance  
181 WILLIAM ST,  
MELBOURNE VIC 3000

The policy referred to is current as at the date of issue of this certificate and whilst an expiry date has been indicated it should be noted that the policy may be cancelled in the future. Accordingly, reliance should not be placed on the expiry date.

#### Policy Details

**Policy Number:** 15T1796335  
**Type of Policy:** Business Insurance  
**Expiry Date:** 1 July 2019  
**Insured:** Phoenix Landscaping Services Pty Ltd

#### Cover Details

##### Section 5 - Liability

Public Liability  
Products Liability

##### Sum Insured

\$ 10,000,000  
\$ 10,000,000

##### Section 9 - General Property

Tools of Trade - Trades (excl on site o'night) - TOOLS OF TRADE

##### Sum Insured

\$1,000

This is to certify cover has been granted in terms of the Company's Standard Policy, a copy of which is available on request. This certificate is not a substitute for the Policy of Insurance issued to you. The Policy, not this certificate, details your rights and obligations and the extent of your insurance cover.

**EMPLOYERS' INDEMNITY INSURANCE  
CERTIFICATE OF CURRENCY**Elliott Australia Group Pty Ltd (AI)  
PO Box 1136  
Nedlands WA 6909**1. STATEMENT OF COVERAGE**

The following insurance policy covers the employer's liability under the Workers' Compensation and Injury Management Act 1981.

This certificate is valid from:  to The information provided in this certificate is correct at: **2. EMPLOYER'S INFORMATION**

Policy Number	State	Work Cover Number	ABN
<input type="text" value="O/14-7204"/>	<input type="text" value="Western Australia"/>	<input type="text" value="WC09887683"/>	<input type="text" value="16166772390"/>

Legal Name  
Trading Name  
Premium (Industry) Classifications  
**3. IMPORTANT INFORMATION**Other Interested Parties  
Common Law Cover  
Greg Mathews  
CGU Workers Compensation

EIL1008

Employers are required to ensure a valid certificate is available for inspection at their principal office or place of business.

**SHIRE OF NAREMBEEN  
BUDGET REVIEW REPORT  
FOR THE PERIOD ENDED 31 JANUARY 2019**

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

**TABLE OF CONTENTS**

Statement of Budget Review by Nature or Type	1
Statement of Budget Review by Program	2
Note 1 Basis of Preparation	3
Note 2 Summary Graphs - Budget Review	4
Note 3 Net Current Funding Position	5
Note 4 Predicted Variances	7
Note 5 Budget Amendments	8

**SHIRE OF NAREMBEEN  
STATEMENT OF BUDGET REVIEW  
(NATURE OR TYPE)  
FOR THE PERIOD ENDED 31 JANUARY 2019**

	Budget v Actual		Predicted			
	Note	Annual Budget (a) \$	YTD Actual (b) \$	Variance Permanent (c) \$	Variance Timing (Carryover) (d) \$	Year End (a)+(c)+(d) \$
<b>OPERATING ACTIVITIES</b>						
<b>Net current assets at start of financial year surplus/(deficit)</b>						
		1,493,384		505,141		1,998,525 ▲
<b>Revenue from operating activities (excluding rates)</b>						
Operating grants, subsidies and contributions		5,917,036		20,000	(28,687)	5,908,349 ▼
Profit on asset disposals	4.1.1	46,743				46,743
Fees and charges	4.1.2	1,151,926				1,151,926
Interest earnings	4.1.7	79,800				79,800
Other revenue	4.1.8	0				0
		7,195,505	0	20,000	(28,687)	7,186,818
<b>Expenditure from operating activities</b>						
Employee costs	4.2.1	(1,929,582)		(55,000)		(1,984,582) ▲
Materials and contracts		(5,310,774)		(23,188)	400,408	(4,933,554) ▼
Utility charges	4.2.3	(253,550)				(253,550)
Depreciation on non-current assets		(3,825,297)				(3,825,297)
Interest expenses		(54,949)				(54,949)
Insurance expenses		(195,262)				(195,262)
Loss on asset disposals	4.2.6	(10,045)				(10,045)
Other expenditure	4.2.7	(29,500)				(29,500)
		(11,608,959)	0	(78,188)	400,408	(11,286,739)
<b>Operating activities excluded from budget</b>						
Depreciation on assets		3,825,297				3,825,297
(Profit)/loss on asset disposal	4.4.3	(36,698)				(36,698)
Adjust provisions and accruals						0
<b>Amount attributable to operating activities</b>		868,529	0	446,953	371,721	1,687,203
<b>INVESTING ACTIVITIES</b>						
Non-operating grants, subsidies and contributions	4.1.3	2,747,016		(11,386)		2,735,630 ▼
Purchase land held for resale						0
Purchase land and buildings		(1,752,373)		(30,000)		(1,782,373) ▲
Purchase property, plant and equipment		(1,136,249)		(27,800)		(1,164,049) ▲
Purchase furniture and equipment		(90,000)		(5,500)		(95,500) ▲
Purchase and construction of infrastructure-roads		(2,722,393)				(2,722,393)
Purchase and construction of infrastructure-other		(73,000)				(73,000)
Purchase of investments						0
Proceeds from disposal of assets		200,280				200,280
Proceeds from sale of investments						0
<b>Amount attributable to investing activities</b>		(2,826,719)	0	(74,686)	0	(2,901,405)
<b>FINANCING ACTIVITIES</b>						
Proceeds from self supporting loans		6,275	0			6,275
Transfers from cash backed reserves (restricted assets)	9	572,373		(572,373)		0 ▼
Repayment of debentures	10	(67,639)	0			(67,639)
Transfers to cash backed reserves (restricted assets)	9	(222,011)				(222,011)
<b>Amount attributable to financing activities</b>		288,998	0	(572,373)	0	(283,375)
<b>Budget deficiency before general rates</b>		(1,669,192)	0	(200,106)	371,721	(1,497,577)
<b>Estimated amount to be raised from general rates</b>		1,669,192				1,669,192
<b>Closing funding surplus/(deficit)</b>	2	0	0	(200,106)	371,721	171,615 ▲

**SHIRE OF NAREMBEEN  
STATEMENT OF BUDGET REVIEW  
(STATUTORY REPORTING PROGRAM)  
FOR THE PERIOD ENDED 31 JANUARY 2019**

	Budget v Actual		Predicted			Material Variance
	Adopted Annual Budget (a)	YTD Actual (b)	Variance Permanent (c)	Variance Timing (Carryover) (d)	Year End (a)+(c)+(d)	
Note	\$	\$	\$	\$	\$	
<b>OPERATING ACTIVITIES</b>						
Net current assets at start of financial year surplus/(deficit)	1,493,384		505,141		1,998,525	▲
<b>Revenue from operating activities (excluding rates)</b>						
Governance	44,000				44,000	
General purpose funding	1,156,467				1,156,467	
Law, order, public safety	71,166				71,166	
Health	0				0	
Housing	120,793				120,793	
Community amenities	462,747				462,747	
Recreation and culture	57,005				57,005	
Transport	4,359,520			(28,687)	4,330,833	▼
Economic services	256,800		20,000		276,800	▲
Other property and services	667,007				667,007	
	<u>7,195,505</u>	<u>0</u>	<u>20,000</u>	<u>(28,687)</u>	<u>7,186,818</u>	
<b>Expenditure from operating activities</b>						
Governance	(364,779)		(56,188)		(420,967)	▲
General purpose funding	(117,860)				(117,860)	
Law, order, public safety	(210,201)				(210,201)	
Health	(171,933)				(171,933)	
Housing	(198,966)				(198,966)	
Community amenities	(814,547)				(814,547)	
Recreation and culture	(1,191,014)				(1,191,014)	
Transport	(7,582,040)		(7,000)	400,408	(7,188,632)	▼
Economic services	(507,202)				(507,202)	
Other property and services	(450,417)		(15,000)		(465,417)	▲
	<u>(11,608,959)</u>	<u>0</u>	<u>(78,188)</u>	<u>400,408</u>	<u>(11,286,739)</u>	
<b>Operating activities excluded from budget</b>						
Depreciation on assets	3,825,297				3,825,297	
Adjust (Profit)/Loss on Asset Disposal	(36,698)				(36,698)	
Adjust Provisions and Accruals					0	
<b>Amount attributable to operating activities</b>	<u>868,529</u>	<u>0</u>	<u>446,953</u>	<u>371,721</u>	<u>1,687,203</u>	
<b>INVESTING ACTIVITIES</b>						
Non-operating grants, subsidies and contributions	2,747,016		(11,386)		2,735,630	
Purchase land held for resale	0				0	
Purchase land and buildings	(1,752,373)		(30,000)		(1,782,373)	▲
Purchase plant and equipment	(1,136,249)		(27,800)		(1,164,049)	▲
Purchase furniture and equipment	(90,000)		(5,500)		(95,500)	▲
Purchase and construction of infrastructure - roads	(2,722,393)				(2,722,393)	
Purchase and construction of infrastructure - other	(73,000)				(73,000)	
Proceeds from disposal of assets	200,280				200,280	
Proceeds from sale of investments					0	
Proceeds from advances					0	
<b>Amount attributable to investing activities</b>	<u>(2,826,719)</u>	<u>0</u>	<u>(74,686)</u>	<u>0</u>	<u>(2,901,405)</u>	
<b>FINANCING ACTIVITIES</b>						
Repayment of borrowings	10 (67,639)				(67,639)	
Proceeds from self supporting loans		6,275			6,275	
Transfers to cash backed reserves (restricted assets)	9 (222,011)				(222,011)	
Transfers from cash backed reserves (restricted assets)	9 572,373		(572,373)		0	▼
<b>Amount attributable to financing activities</b>	<u>288,998</u>	<u>0</u>	<u>(572,373)</u>	<u>0</u>	<u>(283,375)</u>	
<b>Budget deficiency before general rates</b>	<u>(1,669,192)</u>	<u>0</u>	<u>(200,106)</u>	<u>371,721</u>	<u>(1,497,577)</u>	
<b>Estimated amount to be raised from general rates</b>	<u>1,669,192</u>	<u>0</u>			<u>1,669,192</u>	
<b>Closing Funding Surplus(Deficit)</b>	<u>2 0</u>	<u>0</u>	<u>(200,106)</u>	<u>371,721</u>	<u>171,615</u>	<u>▲</u>



**Shire of Narembeen  
Budget Review Model  
Variable Data Input**

**General User Input**

Local Government Name  
Last Year (-2)  
Last Year (-1)  
Current Year  
Current Reporting Period

**Data to appear in the Report**

<b>Shire of Narembeen</b>
<b>2016-17</b>
<b>2017-18</b>
<b>2018-19</b>
<b>For the Period Ended 31 January 2019</b>

**Variances Symbol**

Above Budget Expectations  
Below Budget Expectations

▲
▼

**SHIRE OF NAREMBEEN**  
**NOTES TO AND FORMING PART OF THE BUDGET REVIEW REPORT**  
**FOR THE YEAR ENDED 30 JUNE 2019**

**1. BASIS OF PREPARATION**

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

The report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

**THE LOCAL GOVERNMENT REPORTING ENTITY**

All funds through which the Shire of Narembreen controls resources to carry on its functions have been included in the financial statements forming part of this budget review.

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.

**CRITICAL ACCOUNTING ESTIMATES**

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

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

**2017/18 ACTUAL BALANCES**

Balances shown in this budget review report as 2017/2018 Actual are as forecast at the time of budget review preparation and are subject to final adjustments.

**ROUNDING OFF FIGURES**

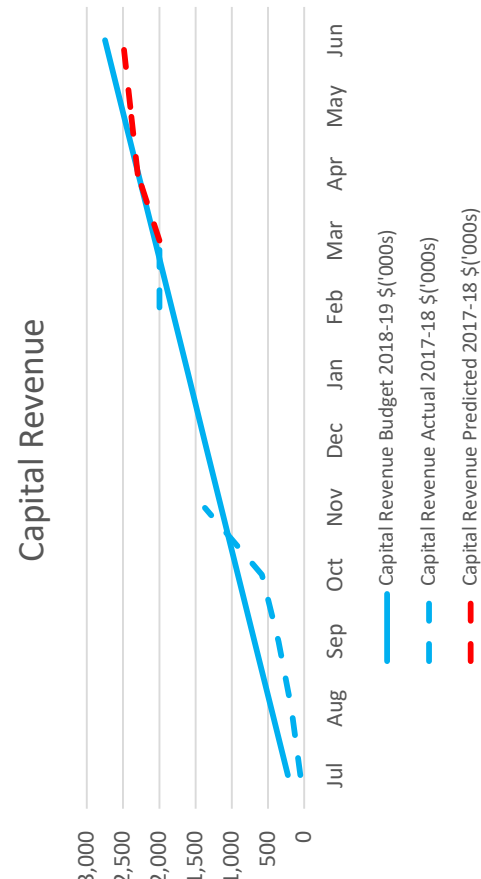
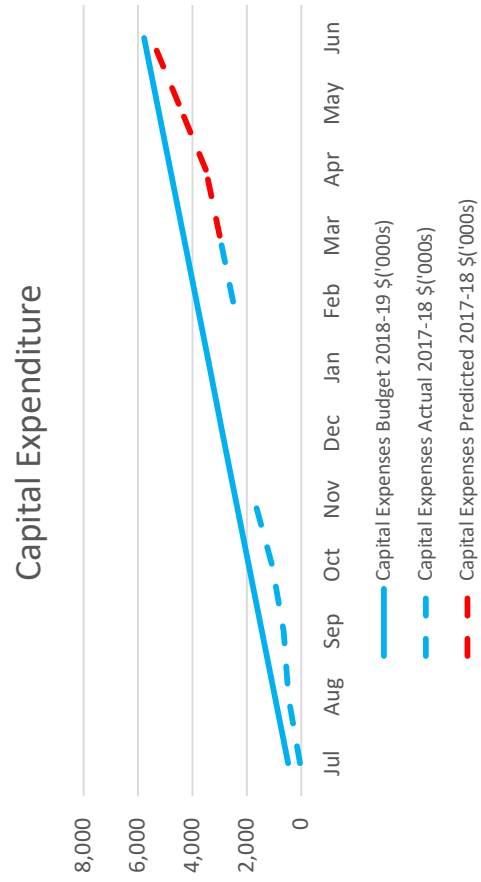
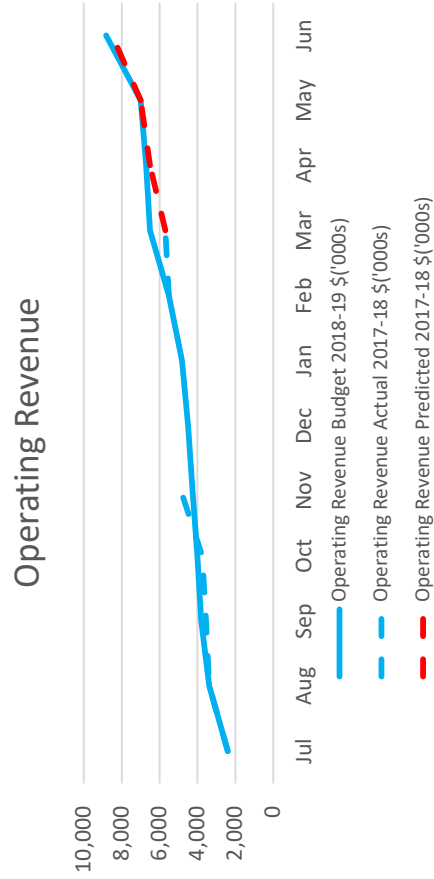
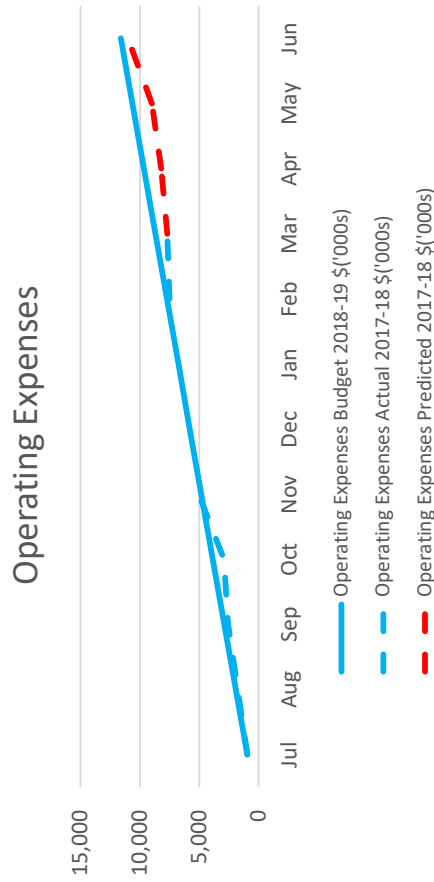
All figures shown in this budget review report are rounded to the nearest dollar.

**BUDGET COMPARATIVE FIGURES**

Unless otherwise stated, the budget comparative figures shown in this budget review report relate to the original budget estimate for the relevant item of disclosure.

**SHIRE OF NAREMBEEN**  
**SUMMARY GRAPHS - BUDGET REVIEW**  
**FOR THE PERIOD ENDED FOR THE PERIOD ENDED 31 JANUARY 2019**

**2. SUMMARY GRAPHS - BUDGET REVIEW**



This information is to be read in conjunction with the accompanying financial statements and notes.

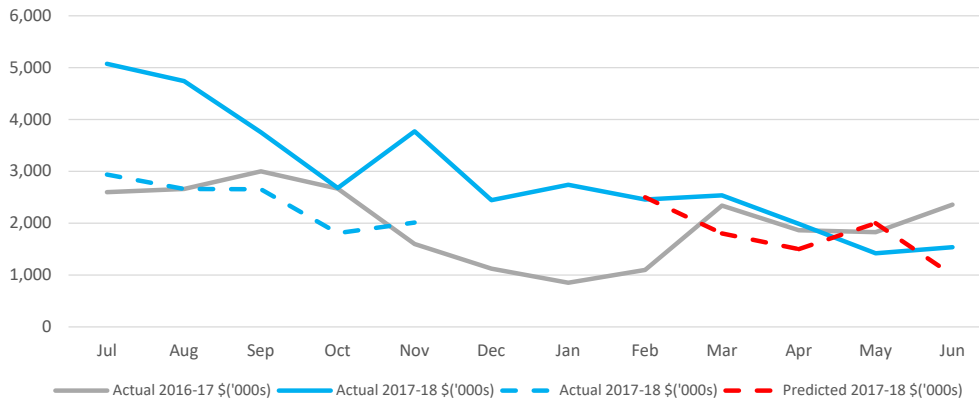
**SHIRE OF NAREMBEEN  
NOTES TO THE BUDGET REVIEW REPORT  
FOR THE PERIOD ENDED 31 JANUARY 2019**

**3. NET CURRENT FUNDING POSITION**

Positive=Surplus (Negative=Deficit)  
**2018-19**

Note	This Period	Last Period	Same Period Last Year
	\$	\$	\$
<b>Current assets</b>			
Cash unrestricted			\$2,761,899
Cash restricted			\$2,147,749
Receivables - rates and rubbish			\$199,164
Receivables - other			\$189,930
Inventories			\$15,607
	0	0	<b>\$5,314,349</b>
<b>Less: current liabilities</b>			
Payables			(\$152,164)
Provisions			(\$302,889)
			<b>(\$455,053)</b>
<b>Less: cash restricted</b>	0	0	<b>(\$2,147,749)</b>
<b>Net current funding position</b>	0	0	<b>\$2,711,547</b>

**Liquidity Over the Year**



**SHIRE OF NAREMBEEN  
NOTES TO THE BUDGET REVIEW REPORT  
FOR THE PERIOD ENDED 31 JANUARY 2019**

**3. COMMENTS/NOTES - NET CURRENT FUNDING POSITION (CONTINUED)**

**SIGNIFICANT ACCOUNTING POLICIES**

**CASH AND CASH EQUIVALENTS**

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

Bank overdrafts are shown as short term borrowings in current liabilities in Note 2 Net Current Assets of the budget.

**TRADE AND OTHER RECEIVABLES**

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

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

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

**INVENTORIES**

**General**

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

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

**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 Shire of Narembeen's operational cycle. In the case of liabilities where the Shire of Narembeen 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 sale where it is held as non-current based on the Shire of Narembeen's intentions to release for sale.

**LOANS AND RECEIVABLES**

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market and are subsequently measured at amortised cost. Gains or losses are recognised in profit or loss. Loans and receivables are included in current assets where they are expected to mature within 12 months after the end of the reporting period.

**TRADE AND OTHER PAYABLES**

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

**EMPLOYEE BENEFITS**

**Short-Term Employee Benefits**

Provision is made for the Shire of Narembeen's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire of Narembeen's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current of financial trade and other payables in the statement position. Shire of Narembeen's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

**PROVISIONS**

Provisions are recognised when the Shire of Narembeen has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

**RATES, GRANTS, DONATIONS AND OTHER CONTRIBUTIONS**

Rates, grants, donations and other contributions are recognised as revenues when the Shire of Narembeen 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.

**SHIRE OF NAREMBEEN**  
**NOTES TO THE REVIEW OF THE ANNUAL BUDGET**  
**FOR THE PERIOD ENDED 31 JANUARY 2019**

**4. PREDICTED VARIANCES**

Comments/Reason for Variance	Variance \$	
	Permanent	Timing
<b>4.1 OPERATING REVENUE (EXCLUDING RATES)</b>		
<b>4.1.1 PROFIT ON ASSET DISPOSAL</b>		
<b>4.1.2 FEES AND CHARGES</b>		
<b>4.1.3 GRANTS, SUBSIDIES AND CONTRIBUTIONS</b>		
Skeleton Weed - Additional Funds for Sprayer Purchase	20,000	
WANDRRA works Accrued to 2017/2018		-28687
<b>4.1.7 INTEREST EARNINGS</b>		
<b>4.1.8 OTHER REVENUE</b>		
Predicted Variances Carried Forward	20,000	(28,687)
Predicted Variances Brought Forward	20,000	(28,687)
<b>4.2 OPERATING EXPENSES</b>		
<b>4.2.1 EMPLOYEE COSTS</b>		
Staff Training	(15,000)	
Entitlements Payout	(40,000)	
<b>4.2.2 MATERIAL AND CONTRACTS</b>		
Traffic Signs Other - Entry Statements	(7,000)	
WANDRRA works Accrued to 2017/2018		400,408
Website Redevelopment - Budget amended Minute 6711/18	(16,188)	
<b>4.2.3 UTILITY CHARGES</b>		
<b>4.2.4 DEPRECIATION (NON CURRENT ASSETS)</b>		
No Material Variance		
<b>4.2.4 INTEREST EXPENSES</b>		
No Material Variance		
<b>4.2.5 INSURANCE EXPENSES</b>		
No Material Variance		
<b>4.2.6 LOSS ON ASSET DISPOSAL</b>		
<b>4.2.7 OTHER EXPENDITURE</b>		
Predicted Variances Carried Forward	(58,188)	371,721

**SHIRE OF NAREMBEEN  
NOTES TO THE REVIEW OF THE ANNUAL BUDGET  
FOR THE PERIOD ENDED 31 JANUARY 2019**

**4. PREDICTED VARIANCES**

Comments/Reason for Variance	Variance \$	
	Permanent	Timing
Predicted Variances Brought Forward	(58,188)	371,721
<b>4.3 CAPITAL REVENUE</b>		
<b>4.3.1 GRANTS, SUBSIDIES AND CONTRIBUTIONS</b>		
Bowling Club Contribution to Roller	7,800	
less Hall Grant - Confirmed amount	(19,186)	
<b>4.3.2 PROCEEDS FROM DISPOSAL OF ASSETS</b>		
No Material Variance		
<b>4.3.6 SELF-SUPPORTING LOAN PRINCIPAL</b>		
No Material Variance		
<b>4.3.7 TRANSFER FROM RESERVES (RESTRICTED ASSETS)</b>		
No Material Variance		
Predicted Variances Carried Forward	(69,574)	371,721
Predicted Variances Brought Forward	(69,574)	371,721
<b>4.4 CAPITAL EXPENSES</b>		
<b>4.4.1 LAND HELD FOR RESALE</b>		
No Material Variance		
<b>4.4.2 LAND AND BUILDINGS</b>		
Roads Board Buildings Repairs	(30,000)	
<b>4.4.3 PLANT AND EQUIPMENT</b>		
Skeleton Weed Sprayer - Balance Payment	(20,000)	
Bowling Club Roller	(7,800)	
<b>4.4.4 FURNITURE AND EQUIPMENT</b>		
Dental Surgery Compressor Replacement	(5,500)	
<b>4.4.5 INFRASTRUCTURE ASSETS - ROADS</b>		
<b>4.4.6 INFRASTRUCTURE ASSETS - OTHER</b>		
<b>4.4.7 PURCHASES OF INVESTMENT</b>		
No Material Variance		
<b>4.4.8 REPAYMENT OF DEBENTURES</b>		
No Material Variance		
<b>4.4.9 ADVANCES TO COMMUNITY GROUPS</b>		
No Material Variance		
Predicted Variances Carried Forward	(132,874)	371,721

**SHIRE OF NAREMBEEN  
NOTES TO THE REVIEW OF THE ANNUAL BUDGET  
FOR THE PERIOD ENDED 31 JANUARY 2019**

**4. PREDICTED VARIANCES**

**Comments/Reason for Variance**

	Variance \$	
	Permanent	Timing
Predicted Variances Brought Forward	(132,874)	371,721
<b>4.5 OTHER ITEMS</b>		
<b>4.5.10 TRANSFER TO RESERVES (RESTRICTED ASSETS)</b>		
No Material Variance		
<b>4.5.11 TRANSFER FROM RESERVES (RESTRICTED ASSETS)</b>		
New Grader - Fund from Operations	(375,000)	
Cemetery Redevelopment	(137,373)	
Roads Board Building	(60,000)	
<b>4.5.1 RATE REVENUE</b>		
No Material Variance		
<b>4.5.2 OPENING FUNDING SURPLUS(DEFICIT)</b>		
Increase in Opening Balance following Audit	505,141	
<b>4.5.3 NON-CASH WRITE BACK OF PROFIT (LOSS)</b>		
<b>Total Predicted Variances as per Annual Budget Review</b>	(200,106)	371,721





	Original Budget	Amended Budget	Budget Review Adjustment	Revised Budget
Operating Surplus	\$ 1,493,384.00		\$ 505,141.00	\$ 1,998,525.00
New Entry Statement Signs	\$ -	\$ -	\$ 30,000.00	\$ -
- Cheaper than expected operating not capital				
4211300 Website redesign	\$ 36,500.00	\$ 16,188.00		\$ 52,688.00
1221192 Traffic Signs Other	\$ -	\$ -	\$ 7,000.00	\$ 7,000.00
- Rebrand Street Signs operating				
1917 Skeleton Weed Sprayer	\$ 20,000.00	\$ -	\$ 20,000.00	\$ 40,000.00
- 50% split over 2 years did not apply				
1312300 Skeleton Weed Grant income	\$ 140,000.00	\$ -	\$ 20,000.00	\$ 160,000.00
- Additional Income to cover balance payment				
1222200 Road Projects Grants	\$ 5,274,020.00		\$ 28,687.00	\$ 5,245,333.00
- WANDRRA Works Accrued at audit				Made up of
And Revised estimates				\$1,020,000 SI
4218000 Admin Salaries & Wages	\$ 440,006.00		\$ 40,000.00	\$4,225,433 WANDRRA income
Entitlements Paid out to EMCS				480,006.00
1221140 Storm Damage	\$ 3,500,000.00		\$ 400,408.00	\$ 3,099,592.00
- WANDRRA Works Accrued at audit				Based on revised estimates
1431101 Training	\$ 20,927.42		\$ 15,000.00	\$ 35,927.42
Training Opportunities taken up				
new capital Synthetic Green Roller			\$ 7,800.00	\$ 7,800.00
1132400 Income from purchase of Roller Bowling Club			\$ 7,800.00	\$ 7,800.00
new capital Dentist - Upgrade to Compressor etc	\$0		\$ 5,500.00	\$ 5,500.00
1802 Lesser Hall Interpretation Centre	\$ 185,000.00			
1112100 Hall Fees - Income	\$ 100,000.00		\$ 19,186.00	\$ 80,814.00
1815 Roads Board Building	\$ 60,000.00		\$ 30,000.00	\$ 90,000.00
- Quotes received significantly more				
Transfer from reserves				
Grader	\$ 375,000.00		\$ 375,000.00	\$ -
Roads Board Building	\$ 60,000.00		\$ 60,000.00	\$ -
Cemetery	\$ 137,373.00		\$ 137,373.00	\$ -
Town Oval Lighting				
Councillor iPads				
Depreciation (Roads)				
		\$ -	\$ 46,188.00	\$ 217,803.00
		\$	\$	\$ 171,615.00

	Revised Budget	Budget Review Adjustment	Revised Budget
Operating Surplus	\$1,493,384.00	\$505,141.00	\$1,998,525.00
1221192 Traffic Signs Other	\$0.00	(\$7,000.00)	(\$7,000.00)
Entry Statement Signs	(\$30,000.00)	\$30,000.00	\$0.00
1917 Skeleton Weed Sprayer	(\$20,000.00)	(\$20,000.00)	(\$40,000.00)
1312300 Skeleton Weed Grant incon	\$140,000.00	\$20,000.00	\$160,000.00
1222200 Road Projects Grants	\$5,274,020.00	(\$28,687.00)	\$5,245,333.00
4218000 Admin Salaries & Wages	(\$440,006.00)	(\$40,000.00)	(\$480,006.00)
1221140 Storm Damage	(\$3,500,000.00)	\$400,408.00	(\$3,099,592.00)
1431101 Training	(\$20,927.42)	(\$15,000.00)	(\$35,927.42)
new capita Synthetic Green Roller	\$0.00	(\$7,800.00)	(\$7,800.00)
1132400 Recreation Centre Income	\$0.00	\$7,800.00	\$7,800.00
new capita Dentist - Upgrade to Compr	\$0.00	(\$5,500.00)	(\$5,500.00)
1112100 Hall Fees - Income	\$100,000.00	(\$19,186.00)	\$80,814.00
1815 Roads Board Building	(\$60,000.00)	(\$30,000.00)	(\$90,000.00)
Transfer from reserves			
Grader	\$375,000.00	(\$375,000.00)	\$0.00
Roads Board Building	\$60,000.00	(\$60,000.00)	\$0.00
Cemetery	\$137,373.00	(\$137,373.00)	\$0.00
Transfer to Reserves			
Leave Reserve	(\$100,000.00)	(\$50,000.00)	(\$150,000.00)
Infrastructure	(\$25,000.00)	(\$121,615.00)	(\$146,615.00)
Previous Budget Amendments		\$46,188.00	

# SHIRE OF NAREMBEEN CEO DELEGATIONS SCHEDULE

Attachments  
Agenda Item 8.4.8  
Delegations Register Review

## FINANCE & ADMINISTRATION

### DELEGATED AUTHORITY 01

#### DELEGATION: PAYMENTS FROM MUNICIPAL AND TRUST FUNDS

Section/Act Local Government Act 1995, Section 6.7, 6.9 and 6.10

Delegation: Authorise and make payments from the Municipal and Trust Funds manually and electronically, including transferring funds to and from the Reserve Fund accounts as allowed for in the budget as per the following.

A listing of all payments made is to be presented to the next ordinary meeting of Council.

### DELEGATED AUTHORITY 02

#### DELEGATION: CHEQUE SIGNING AUTHORITY

Section/Act: Local Government Act 1995, Section 5.42

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

Delegation: That Council delegates its authority and power to the Chief Executive Officer to make payments from the Municipal Fund and the Trust Fund provided;

1. a list of payments made is presented to Council, in accordance with Financial Management Regulation 13.
2. All cheques are signed by at least two (2) signatories drawn from the following Officer/Council Member combination:
  - The Chief Executive Officer
  - Executive Manager Corporate Services
  - Finance Officer
  - Community Economic Development Officer
3. The following procedure is implemented for the authorisation of payments made by Electronic Funds Transfer (EFT);
  - (i) A list of payments to be made by EFT is checked and authorised by the Chief Executive Officer and/or Executive Manager Corporate Services, and/or Finance Officer.
  - (ii) Online authorisations for the funds transfer is made by the Chief Executive Officer, Executive Manager Corporate Services or Finance Officer, (2) signatures required.
  - (iii) Council is given a list of payments made by EFT each month as part of the financial statement sent out with agendas.

### DELEGATED AUTHORITY 03

#### DELEGATION: DONATIONS

Section/Act: Local Government Act 1995, Section 5.42

Delegation: That Council delegate authority to the Chief Executive Officer to grant requests for donations from Local Community Groups/Organisations, towards community based activities, up to an amount of \$500 per donation subject to the relevant budget allocation.

### DELEGATED AUTHORITY 04

#### DELEGATION: WRITING OFF DEBTS

SECTION/ACT: Local Government Act 1995, Section 6.12(c)

DELEGATION:

1. To write off debts wherein the individual debt is not more than \$500. In exercising this authority, the Chief Executive Officer is to take into consideration Council Policy and the prospects of recovering the debt.
2. Council delegates to the Chief Executive Office authority and power to write off any amount of money less than \$500, owed to the Shire of Narembreen that in his opinion are a bad debt.
3. To write off amounts raised in error on all debtor and rate accounts.

#### **DELEGATED AUTHORITY 05**

##### **DELEGATION: AUTHORISED PERSONS**

SECTION/ACT: Section 9.10(1) of the Local Government Act 1995, Bush Fires Act 1954 and the Control of Vehicles (Off Road Areas) Act 1978

DELEGATION: That the Ranger be appointed as an Authorised Officer under the Control of Vehicles (Off-road Areas) Act 1978

Council delegated authority to the Chief Executive Officer under section 59 of the Bush Fires Act 1954 to institute and carry out proceedings for offences against the Bush Fires Act 1954

Council delegated authority to the Ranger under section 59 of the Bush Fires Act 1954 to issue infringements under section 59a of the Bushfires Act 1954.

#### **DELEGATED AUTHORITY 06**

##### **DELEGATION: APPOINTMENT OF AUTHORISED PERSONS**

SECTION/ACT: Local Government Act 1995, Section 9.10

DELEGATION: Authorisation is given to appoint persons to exercise the powers of a Local Government under subdivisions 2, 3 and 4 of Division 3 of Part 3 and subdivisions 1 and 2 of Division 2, Part 9 of the Local Government Act 1995.

A person who is authorised to give infringement notices under Section 9.16 is not to be made an authorised person for the purposes of Section 9.17, 9.19 or 9.20. In this event the Chief Executive Officer is not an authorised person under Section 9.16 of the Local Government Act.

#### **DELEGATED AUTHORITY 07**

##### **DELEGATION: ENFORCEMENT AND LEGAL PROCEEDINGS**

SECTION/ACT: Local Government Act 1995, Section 3.39, 9.10, 5.42 and Litter Act 1979 Section 31 (2b)

DELEGATION: To appoint persons or classes of persons to be authorised for the purposes of performing particular functions for the enforcement of provision of the various Acts and instigate legal proceedings accordingly.

#### **DELEGATED AUTHORITY 08**

##### **DELEGATION: WITHDRAWAL OF INFRINGEMENT NOTICES**

SECTION/ACT: Local Government Act 1995, Section 9.20

DELEGATION: Authorisation is given to withdraw infringement notices issued under the Local Government Act 1995, Dog Act 1976, Councils Local Laws and the Bushfire Act 1954.

#### **DELEGATED AUTHORITY 09**

##### **DELEGATION: AUTHORISED OFFICERS – LITTER ACT 1979**

SECTION/ACT: Litter Act 1979, Section 26 (1) (c)

DELEGATION: The Chief Executive Officer is authorised to appoint “Authorised Officers” as detailed in the Litter Act 1979.

#### **DELEGATED AUTHORITY 10**

##### **DELEGATION: IMPOUNDING OF GOODS**

SECTION/ACT: Local Government Act 1995, Section 3.39

DELEGATION: The Chief Executive Officer is authorised to remove and impound any goods that are involved in a contravention that can lead to impounding.

#### **DELEGATED AUTHORITY 11**

##### **DELEGATION: DISPOSING OF CONFISCATED OR UNCOLLECTED GOODS**

SECTION/ACT: Local Government Act 1995, Section 3.47

DELEGATION: That the Chief Executive Officer be delegated to dispose of any goods that have been impounded.

#### **DELEGATED AUTHORITY 12**

##### **DELEGATION: LEGAL PROCEEDINGS – BUSH FIRE ACT**

SECTION/ACT: Bush Fires Act 1954, Section 59 and 59A

DELEGATION: The Chief Executive has been authorised under section 59 of the Bush Fires Act 1954 to institute and carry out proceedings for offences against the Bush Fires Act 1954.

The Ranger has been authorised under section 59 of the Bush Fires Act 1954 to issue infringements under section 59a of the Bushfires Act 1954

### **DELEGATED AUTHORITY 13**

#### **DELEGATION: VARIATION OF PROHIBITED BURNING TIMES, RESTRICTED BURNING TIMES AND/OR PRESCRIBED CONDITIONS**

SECTION/ACT: Bush Fires Act 1954, Section 17(10) and Section 18 (5)

OFFICER(S) UPON WHOM DELEGATION CONFERRED:

Shire President, Chief Bush Fire Control Officer (jointly)

DELEGATION: To vary the prohibited burning times, restricted burning times and/or prescribed conditions.

### **DELEGATED AUTHORITY 14**

#### **DELEGATION: EXECUTION AND AFFIXING OF COMMON SEAL TO DOCUMENTS**

SECTION/ACT: Local Government Act 1995 – Section 9.49A (3)

DELEGATION: Notwithstanding the provisions of Section 9.49 of the Local Government Act the Chief Executive Officer is authorised to affix the Common Seal to documents to be executed by the Shire where such documents are consistent and in accord with a resolution of Council, applicable Council Policy or a delegated power.

### **DELEGATED AUTHORITY 15**

#### **DELEGATION: STAFF PAYMENTS OF GRATUITIES TO EMPLOYEES IN ADDITION TO CONTRACT OR AWARD**

SECTION/ACT: Local Government Act 1995 – sections 5.42 and 5.50

DELEGATION: Council delegates the Chief Executive Officer authority to implement in accordance with Councils policy relating to gratuities to officers and employees who are retiring in accordance with Council's Policy.

Conditions: Subject to Budget provision.

### **DELEGATED AUTHORITY 16**

#### **DELEGATION: DISPOSAL OF SURPLUS FURNITURE & EQUIPMENT**

SECTION/ACT: Local Government Act 1995 – Sections 3.58, 5.42 and 5.43 and Local Government (Functions and General) Regulations 1996

DELEGATION: Council delegates its authority and power to the Chief Executive Officer to dispose of surplus furniture with a market value of less than \$10,000.

### **DELEGATED AUTHORITY 17**

#### **DELEGATION: CORPORATE CREDIT CARD**

SECTION/ACT: Local Government Act 1995, Section 5.42, Section 5.44 and Section 6.5 and Regulation 11 of the Local Government (Financial Management) Regulations 1996. Sections 53 and 55 of the Financial Administration and Audit Act 1985.

DELEGATION: Authorisation is given to make payments via corporate credit card in accordance with Councils Policy – Credit Cards.

Business Credit Cards to be issued to the Chief Executive Officer, Executive Manager Corporate Services and Community Resource Centre Co-ordinator.

### **DELEGATION AUTHORITY 18**

#### **DELEGATION TENDERS**

SECTION/ACT: Local Government Act 1995, Section 3.57 and Section 5.8

DELEGATION:

1. The Chief Executive Officer is authorised to accept tenders up to \$150,000 and to not exceed budget allocation.

### **DELEGATION AUTHORITY 19**

#### **DELEGATION CALLING OF TENDERS**

SECTION/ACT: Local Government Act 1995, Section 3.57 and Section 5.8

DELEGATION:

1. The Council delegate authority to the Chief Executive Officer the power to call tenders of kind prescribed within the Tender Regulations as per the Local Government (Functions and General) Regulations 1996 under which another person

## **WORKS AND SERVICES**

### **DELEGATED AUTHORITY 01**

#### **DELEGATION: TEMPORARY ROAD CLOSURES**

SECTION/ACT: Local Government Act 1995, Section 3.50A, 3.50[1], 3.50[1a], 3.50[4], 3.50[6] and 3.50[8] and Road Traffic (Events on Roads) Regulations 1991

DELEGATION:

1. To temporarily close thoroughfares to vehicles.
2. To determine applications for the temporary closure of roads for the purpose of conducting events.

### **DELEGATED AUTHORITY 02**

#### **DELEGATION: PAYMENT OF CROSSOVER CONTRIBUTION**

SECTION/ACT: Local Government Act 1995 – Section 5.42

DELEGATION: The Chief Executive officer is authorized to pay Councils contribution to the construction of a crossover in accordance with Policy on Vehicle Crossovers.

### **DELEGATED AUTHORITY 03**

#### **DELEGATION: PRIVATE WORKS ON, OVER, OR UNDER PUBLIC PLACES**

SECTION/ACT: Local Government Act 1995 – Sections 9.1

DELEGATION: Council delegates its authority and power to the Chief Executive Officer to grant permission to construct anything on, over, or under a public thoroughfare or public place that is Local Government property and impose conditions in respect to the permission.

Conditions: Refer to Local Government (Uniform Local Provisions) Regulation 17.

### **DELEGATED AUTHORITY 04**

#### **DELEGATION: STREET VERGE TREATMENTS – INDIVIDUAL PROPERTIES**

SECTION/ACT: Local Government Act 1995 – Sections

DELEGATION: Council delegates its authority and power to the Chief Executive Officer authority and power to authorise the installation of soft landscaping and/or hard paving within a road reserve.

### **DELEGATED AUTHORITY 05**

#### **DELEGATION: SEED COLLECTION – WILDFLOWER PICKING**

SECTION/ACT: Local Government Act 1995 – Sections

DELEGATION: Approval to pick wildflowers on Council controlled reserves. Approval to collect seeds on Council controlled reserves.

Delegation conditions: All applications to be in writing; preference given to local land care groups/businesses.

## **HEALTH, BUILDING & PLANNING**

### **DELEGATED AUTHORITY 01**

#### **DELEGATION: DEMOLITION LICENCES**

SECTION/ACT: Local Government (Miscellaneous Provisions) Act 1960, Section 374A and/or the Building Act 2011 (whichever is in force).

DELEGATION: That the Chief Executive Officer be delegated to issue demolition licences.

### **DELEGATED AUTHORITY 02**

#### **DELEGATION: BUILDINGS – ISSUING NOTICES REQUIRING ALTERATIONS**

SECTION/ACT: Local Government (Miscellaneous Provisions) Act 1960, Section 401 and/or the Building Act 2011 (whichever is in force)

DELEGATION: That the Chief Executive Officer be delegated to issue a Notice requiring alterations where a breach of building requirements is considered sufficient to warrant the issue of a Notice.

### **DELEGATED AUTHORITY 03**

#### **DELEGATION: BUILDINGS – UNLAWFUL WORKS**

SECTION/ACT: Local Government (Miscellaneous Provisions) Act 1960, Section 401A and/or the Building Act 2011 (whichever is in force)

DELEGATION: That the appointed Chief Executive Officer be delegated to direct a survey of a building to be considered to be in a dangerous state and to issue a notice, requiring the owner or occupier to take it down, secure or repair it, as the case requires, if the survey confirms a building to be in a dangerous state.

### **DELEGATED AUTHORITY 04**

#### **DELEGATION: BUILDINGS – DANGEROUS**

SECTION/ACT: Local Government (Miscellaneous Provisions) Act 1960, Sections 403, 404 and/or the Building Act 2011 (whichever is in force)

DELEGATION: That the appointed Building Surveyor to direct a survey of a building that is considered to be in a dangerous state.

If the Building Surveyor, or other competent person, certifies that the building is in a dangerous state, to cause the building to be shored up or otherwise secured and a proper hoarding or fence to be put up for the protection of the public from danger, and shall cause a written notice to be served on the owner or occupier of the building requiring him/her forthwith to take it down, secure, or repair it as the case requires.

### **DELEGATED AUTHORITY 05**

#### **DELEGATION: PRIVATE SWIMMING POOL INSPECTIONS**

SECTION/ACT: Local Government Act, 1995 Sections 5.42 & 5.44 and Schedule 9.2(3) and Section 2, Section 245A (5), (6) and (7) of the Local Government (Miscellaneous Provisions) Act 1960 and/or the Building Act 2011 (whichever applies)

DELEGATION: Authorisation is given to appoint officer(s) of the Council as "Authorised Officers" as required in Section 245A (5), (6) & (7) of the Local Government (Miscellaneous Provisions) Act 1960 and/or the Building Act 2011 for the purposes of inspecting and enforcing private swimming pool local laws or regulations. The delegate(s) has the authority to deal with such matters relevant to this declaration.

### **DELEGATED AUTHORITY 06**

#### **DELEGATION: BUILDING LICENCES**

SECTION/ACT: Local Government (Miscellaneous Provisions) Act 1960 Section 374 and/or the Building Act 2011 (whichever is in force).

DELEGATION: The appointed Building Surveyor be delegated to approve plans submitted and issue building licences.

CONDITIONS: A summary of building licenses issued to be submitted to Council monthly.

### **DELEGATED AUTHORITY 07**

#### **DELEGATION: SALE AND/OR CONSUMPTION OF LIQUOR – COUNCIL PROPERTY**

SECTION/ACT: Not Applicable

DELEGATION: Appoint the Chief Executive Officer to approve in support of applications for the sale of liquor and/or approve the consumption of liquor on property under the care, control and management of Council.

### **DELEGATED AUTHORITY 08**

#### **DELEGATION: TOWN PLANNING FUNCTIONS**

SECTION/ACT: Clause 8.7.1 of the Shire of Narembeen Town Planning Scheme No 2

DELEGATION: That Council delegate authority to the Chief Executive Officer in accordance with in respect of the Town Planning Functions of the Shire as detailed below;

(a) Determination of applications for development approval, including applications involving:

(i) the variation of Scheme provisions, Planning Policy or provisions of the



- (ii) the exercise of discretion under the Scheme, Planning Policy or the Residential Design Codes;
- (b) Refusal of all development applications where the proposed use is not permitted by the Scheme or where the development does not comply with the non-discretionary provisions of the Residential Design Codes or any mandatory statutory requirement or adopted Council policy;
- (c) Grant an extension of development approval for up to two (2) years;
- (d) Granting variations to relevant Planning Policies and provisions of the Residential Design Codes on Building Licence applications;
- (e) Determination of applications for development approval for buildings on land Zoned Rural Residential, including Dwellings, Sheds, Carports and other similar buildings, but excluding Transportable Buildings.
- (f) Deletion or modification of conditions of approval, whether imposed under delegated authority or not;
- (g) Making recommendations to the WA Planning Commission on:
  - i. applications for subdivision or amalgamation of land;
  - ii. minor variations to approved subdivisions;
  - iii. clearance of conditions of subdivision approval;
- (h) Determination of Applications for the relocation of Building Envelopes;
- (i) Provision of written and verbal responses to planning appeals, mediated settlements resulting from appeals and WA Planning Commission requests for reconsideration;
- (j) Taking all necessary action against owners or occupiers of properties to cease illegal uses or comply with conditions of Development Approval, including pursuing prosecution through Council's Solicitors; and
- (k) Formation of any opinion and consideration of any matter in the exercise of these delegated powers that would be required of Council under the Scheme, including, but not limited to, sufficient information required for the processing of applications, referral and advertising of applications, and interpretation of Scheme provisions, relevant Planning Policies and provisions of the Residential Design Codes.

### **Limits to delegated powers**

With the exception of delegated power 1.(b) above, all applications will be submitted to a meeting of Council for determination in the following circumstances:

- (a) Where the delegated decision would be contrary to the intent of a previous decision made at a Council meeting, or any law or regulation;
- (b) Where written objection is received to the proposal from any statutory agency;
- (c) Where the proposal is inconsistent with the intent of the Town Planning Scheme, relevant Policies, Residential Design Codes, or any Outline Development Plan or Local Planning Strategy adopted by Council;
- (d) Where notification has been given to adjoining and nearby owners or the general public for comment in accordance with the Town Planning Scheme or any Policy and written objections have been received within the time specified, unless in the opinion of the Chief Executive Officer:
  - (i) the proposal is for exercise of discretion under the R-Codes and is consistent with the intent of the Town Planning Scheme, Residential Design Codes and any relevant Policy; and
  - (ii) the objections can be overcome by imposing a condition(s) on the development approval, or modifying the design of the development; or
  - (iii) the objection does not relate to valid planning and development issues associated with the proposal.
- (e) Where, in the opinion of the Chief Executive Officer:
  - (i) Any of the requirements of this policy are not satisfied; or
  - (ii) There is insufficient certainty as to whether the application complies with the intent of the Scheme, Residential Design Codes or any relevant Council Policy;
 or
  - (iii) It would be in the public interest or consistent with the principles of administrative accountability for Council to determine the application; or
  - (iv) The decision involves a matter of principle which, in the opinion of the Chief Executive Officer, should be made by the Council; or
  - (v) A condition recommended by a statutory agency is unnecessary or impractical, or unreasonable to be enforced by the Shire.

### **Reporting of Use of Delegation**

All instances of the use of this delegation are to be reported to the Council in the monthly Status Information reports and/or Information Bulletin that may apply at the time.

### **DELEGATED AUTHORITY 09**

#### **DELEGATION: MANAGEMENT/AGREEMENT OR LEASE FOR COUNCIL OWNED BUILDINGS, FACILITIES AND RESERVES**

SECTION/ACT: Local Government Act 1995

DELEGATION: That the Chief Executive officer be delegated authority to enter into a management agreement or lease for the use of Council owned buildings, facilities and reserves.

### **DELEGATED AUTHORITY 10**

#### **DELEGATION: RESERVES UNDER CONTROL OF A LOCAL GOVERNMENT**

SECTION/ACT: Local Government Act 1995 – Sections

DELEGATION: Council delegates its authority and power to the Chief Executive Officer to control and manage land that is vested or placed under the control and management of the Local Government.

### **DELEGATED AUTHORITY 11**

#### **DELEGATION: USE APPROVAL OF COUNCIL CONTROLLED BUILDINGS**

SECTION/ACT: Local Government Act 1995 – Sections

DELEGATION: Council delegates to the Chief Executive Officer authority to approval functions and the 'use' of Council buildings, facilities and reserves. Conditions: All applications to be received in writing. All approval/rejections to be in writing.

### **DELEGATED AUTHORITY 12**

#### **DELEGATION: SUBDIVISION CLEARANCE**

SECTION/ACT: Local Government Act 1995 – Sections 5.42, Planning & Development Act 2005, Town Planning Scheme No 2

DELEGATION: The Chief Executive Officer is authorised to clear conditions on WAPC subdivision/amalgamation approvals in accordance with any relevant Council Policy, Specification, and Town Planning Scheme No 2, or other relevant Act or Regulation.

Conditions: the payment of bond in lieu or completion of works in order to clear a condition of subdivision.

### **DELEGATED AUTHORITY 13**

#### **DELEGATION: FOOD PROVISION**

##### **SECTION/ACT: Food Act 2008 Provisions**

DELEGATION: That Council delegates authority to the Chief Executive Officer the capacity to exercise and discharge all or any of its powers and functions of the enforcement agency in regard to the following sections of the Food Act 2008:

- Prosecute for breach of the food act in accordance with section 118(1)
- Authority to issue a Prohibition Order where a food proprietor has not complied with an improvement notice or the order is required to mitigate a serious danger to the public in accordance with section 65(1)
- Clear and remove a prohibition order in accordance with section 66
- Grant, apply conditions, refuse, vary or cancel registration of a food business in accordance with sections 110 and 112
- Appoint authorised officers in accordance with section 122
- Appoint authorised officers to be designated officers under Part 10 Division 3 for the purposes of:
  - Issuing infringement notices in accordance with section 126(2)
  - Receiving payment of modified penalties in accordance with section 126(3)
  - Extending the payment period for infringement notices or withdrawing infringement notices in accordance with sections 126(6) and 127(7)

CEO

Delegates to: Environmental Health Officer

Reference: Food Act 2008, sections 65(1), 66, 67, 110, 112, 118(1), 122,  
126(2), 126(3), 126(6) & 126(7)

History: Adopted 25 May 2010

**PREVIOUS REVIEW ADOPTED BY COUNCIL: 19<sup>th</sup> October 2016**  
**THIS REVIEW ADOPTED BY COUNCIL: 21<sup>st</sup> February 2018**  
**NEXT REVIEW DATE: 20<sup>th</sup> February 2019**  
**AUTHOR: Chris Jackson Chief Executive Officer**

- DELEGATION NUMBER** - **H01**
- DELEGATION SUBJECT** - Powers of Local Government - (Deputy)
- LEGISLATIVE POWER** - *Health (Miscellaneous Provisions) Act 1911; s26*  
Local government may appoint persons to be its 'deputy' to exercise and discharge all or any of the powers and functions of the local government
- DELEGATE**
- Chief Executive Officer
  - Environmental Health Officer

**CROSS REFERENCE**

**FUNCTION TO BE PERFORMED**

In accordance with the provisions of Section 26 of the *Health (Miscellaneous Provisions) Act 1911*, the Chief Executive Officer and Environmental Health Officer are authorised to be the Shire's 'Deputy' to exercise and discharge the powers and functions under this Act and to:

1. Issue such *Health (Miscellaneous Provisions) Act 1911* and Health Local Laws notices and orders as appropriate;
2. Determine applications for licenses ~~under~~ in accordance with the *Health (Miscellaneous Provisions) Act 1911* and Health Local Laws; and
3. Discharge the functions of Regulations 4 and 10 of the *Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations 1974*.

**DELEGATION BY CEO**

Not applicable

- DELEGATION NUMBER** - **H02**
- DELEGATION SUBJECT - Designation of Authorised Officers
- LEGISLATIVE POWER - *Public Health Act 2016*: s21, Local government (enforcement agency) may delegate a function conferred on it
- DELEGATE - Chief Executive Officer

CROSS REFERENCE

FUNCTION TO BE PERFORMED

In accordance with provisions of the *Public Health Act 2016*, s24 the Chief Executive Officer is delegated authority to designate:

1. persons to undertake the functions of the enforcement agency under the *Public Health Act 2016*, s19;
2. a person or class of persons as Authorised Officers for the purposes of the *Public Health Act 2016*, s24 subject to the provisions of the *Public Health Act 2016*, s25.

DELEGATION BY CEO

Environmental Health Officer for the purposes of clauses 1 and 2.

<b>DELEGATION NUMBER</b>	-	<b>H03</b>
DELEGATION SUBJECT	-	Infringement Notices (Asbestos)
LEGISLATIVE POWER	-	<i>Health (Asbestos) Regulations 1992</i> ; Regulation 15D(7), Local government may delegate a power or duty conferred or imposed on it by this regulation to the Chief Executive Officer of the local government
DELEGATE	-	Chief Executive Officer

#### CROSS REFERENCE

#### FUNCTION TO BE PERFORMED

In accordance with provisions of the *Health (Asbestos) Regulations 1992*, Regulation 15D(5), the Chief Executive Officer is delegated authority to appoint a person or classes of persons as:

1. Authorised officers for the purposes of issuing Infringement Notices under the *Criminal Procedure Act 2004* Part 2 for the offences specified under Schedule 1 of the *Health (Asbestos) Regulations 1992*; and
2. Approved officers for the purposes of the *Criminal Procedure Act 2004* Part 2 to extend the period to pay a modified penalty or withdraw an Infringement Notice.

#### DELEGATION BY CEO

Environmental Health Officer for the purposes of clause 1.

**DELEGATION NUMBER** - **H04**

**DELEGATION SUBJECT** - Prohibition Orders

**LEGISLATIVE POWER** - *Food Act 2008*: s118 (2) (b), Local government (enforcement agency) may delegate a function conferred on it, s118(3) Delegation subject to conditions (s119) and guidelines adopted (s120), s118(4) Sub-delegation only permissible if expressly provided in regulations

**DELEGATE** - Chief Executive Officer

**CROSS REFERENCE**

**FUNCTION TO BE PERFORMED**

In accordance with provisions of the *Food Act 2008*, s65(1) - Prohibition Orders, s66 - Certificate of Clearance and s67(4) - Request for Re-Inspection the Chief Executive Officer is delegated authority to:

1. Serve a prohibition order on the proprietor of a food business in accordance with s65 of the *Food Act 2008*;
2. Give a certificate of clearance, where inspection demonstrates compliance with a prohibition order and any improvement notices; and
3. Give written notice to proprietor of a food business on whom a prohibition order has been served of the decision not to give a certificate of clearance after an inspection.

**DELEGATION BY CEO**

Not applicable

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<b>DELEGATION NUMBER</b>	- <b>H05</b>
DELEGATION SUBJECT	- Registration of Food Business
LEGISLATIVE POWER	- <i>Food Act 2008</i> s118(2)(b) Local government (enforcement agency) may delegate a function conferred on it, s118(3) Delegation subject to conditions (s119) and guidelines adopted (s120), s118(4) Sub-delegation only permissible if expressly provided in regulations
DELEGATE	- Chief Executive Officer - Environmental Health Officer

CROSS REFERENCE

FUNCTION TO BE PERFORMED

In accordance with provisions of the *Food Act 2008*, s110(1) and (5) - Registration of food business and s112 - Variation of conditions or cancellation of registration of food businesses, the Chief Executive Officer and Environmental Health Officer are delegated authority to:

1. Register a food business in respect of any premises for the purposes of Part 9 of the *Food Act 2008* and issue a certificate of registration;
2. After considering an application, determine to grant (with or without conditions) or refuse the application; and,
3. Vary the conditions or cancel the registration of a food business in respect of any premises under Part 9 of the *Food Act 2008*.

DELEGATION BY CEO

Not applicable

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- DELEGATION NUMBER** - **H06**
- DELEGATION SUBJECT** - Institution of Proceedings
- LEGISLATIVE POWER** - *Food Act 2008*: s118(2)(b) Local government (enforcement agency) may delegate a function conferred on it, s118(3) Delegation subject to conditions (s119) and guidelines adopted (s120), s118(4) Sub-delegation only permissible if expressly provided in regulations
- DELEGATE** - Chief Executive Officer

**CROSS REFERENCE** Authorised Officers – Infringement Notices

**FUNCTION TO BE PERFORMED**

In accordance with provisions of the *Food Act 2008*, s125 the Chief Executive Officer is delegated authority to institute proceedings for offences under the *Food Act 2008*.

**DELEGATION BY CEO**

Not applicable

**NOTE:** *It is important to note that there is no power to sub-delegate s118(2), (3) and (4) conferred.*

<b>DELEGATION NUMBER</b>	-	<b>H07</b>
<b>DELEGATION SUBJECT</b>	-	Appoint Authorised Officers and Designated Officers
<b>LEGISLATIVE POWER</b>	-	<i>Food Act 2008</i> : s118(2)(b) Local government (enforcement agency) may delegate a function conferred on it, s118(3) Delegation subject to conditions (s119) and guidelines adopted (s120), s118(4) Sub-delegation only permissible if expressly provided in regulations
<b>DELEGATE</b>	-	Chief Executive Officer

#### CROSS REFERENCE

#### FUNCTION TO BE PERFORMED

In accordance with provisions of the *Food Act 2008*, s122(1) and s126(3), (6), (7) and (13) the Chief Executive Officer is delegated authority to appoint:

1. persons to undertake the functions of the enforcement agency under the *Food Act 2008*, s118(1);
2. a person to be an Authorised Officer for the purposes of the *Food Act 2008*, s122(1);
3. an Authorised Officer appointed under the *Food Act 2008*, s122(1) or the *Public Health Act 2016*, to be a Designated Officer for the purposes of issuing Infringement Notices under the *Food Act 2008*, s126(13);
4. an Authorised Officer to be a Designated Officer (who is prohibited by the *Food Act 2008*, s126(13) from also being a Designated Officer for the purpose of issuing Infringement Notices), for the purpose of extending the time for payment of modified penalties under the *Food Act 2008*, s126(6) and determining withdrawal of an Infringement Notice under the *Food Act 2008*, s126(7); and
5. an Authorised Officer to be a Designated Officer for the purposes of receiving payment of a modified penalty in accordance with the *Food Act 2008*, s126(3).

#### DELEGATION BY CEO

Environmental Health Officer for the purposes of clauses 1, 2 and 3.

Customer Service Officers, Finance Officers and Administration Officers for the purposes of clause 5.

<b>DELEGATION NUMBER</b>	-	<b>H08</b>
DELEGATION SUBJECT	-	Appointment of Authorised Persons
LEGISLATIVE POWER	-	<i>Caravan Parks and Camping Grounds Act 1995:</i> s17(1) Local government may appoint such persons to be authorised persons for the purposes of this Act as the local government considers necessary
DELEGATE	-	As listed below

CROSS REFERENCE

FUNCTION TO BE PERFORMED

In accordance with provisions of the *Caravan Parks and Camping Grounds Act 1995*, s17(1) the following persons are appointed as Authorised Officers:

1. For the purposes of Division 1 of Part 2 – Regulation of caravan parks and camping grounds  
**Chief Executive Officer**  
**Environmental Health Officers**  
**Building Surveyors**
2. For the purposes of s.18 – Powers of entry  
**Chief Executive Officer**  
**Environmental Health Officers**  
**Rangers**  
**Building Surveyors**
3. For the purposes of s.22(1) – Legal Proceedings  
**Chief Executive Officer**
4. For the purposes of s.23(2) – Issue an Infringement Notice  
**Environmental Health Officers**  
**Rangers**  
**Building Surveyors**
5. For the purposes of s.23(5) – Extend the period the modified penalty is to be paid and s23(7) – Withdraw an Infringement Notice  
**Chief Executive Officer**  
**Executive Manager Corporate Services**

DELEGATION BY CEO

Not applicable



Department of  
**Local Government, Sport  
and Cultural Industries**

## Narembeen - Compliance Audit Return 2018

### Certified Copy of Return

Please submit a signed copy to the Director General of the Department of Local Government, Sport and Cultural Industries together with a copy of section of relevant minutes.

<b>Commercial Enterprises by Local Governments</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
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 2018.	N/A		Chris Jackson
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 2018.	N/A		Chris Jackson
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 2018.	N/A		Chris Jackson
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 2018.	N/A		Chris Jackson
5	s3.59(5)	Did the Council, during 2018, resolve to proceed with each major land transaction or trading undertaking by absolute majority.	N/A		Chris Jackson



<b>Delegation of Power / Duty</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	s5.16, 5.17, 5.18	Were all delegations to committees resolved by absolute majority.	N/A		Chris Jackson
2	s5.16, 5.17, 5.18	Were all delegations to committees in writing.	N/A		Chris Jackson
3	s5.16, 5.17, 5.18	Were all delegations to committees within the limits specified in section 5.17.	N/A		Chris Jackson
4	s5.16, 5.17, 5.18	Were all delegations to committees recorded in a register of delegations.	N/A		Chris Jackson
5	s5.18	Has Council reviewed delegations to its committees in the 2017/2018 financial year.	N/A		Chris Jackson
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		Chris Jackson
7	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO resolved by an absolute majority.	Yes		Chris Jackson
8	s5.42(1)(2) Admin Reg 18G	Were all delegations to the CEO in writing.	Yes		Chris Jackson
9	s5.44(2)	Were all delegations by the CEO to any employee in writing.	Yes		Chris Jackson
10	s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority.	N/A		Chris Jackson
11	s5.46(1)	Has the CEO kept a register of all delegations made under the Act to him and to other employees.	Yes		Chris Jackson
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 2017/2018 financial year.	Yes		Chris Jackson
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		Chris Jackson

<b>Disclosure of Interest</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
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		Chris Jackson
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		Chris Jackson



Department of  
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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		Chris Jackson
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.	N/A		Chris Jackson
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		Chris Jackson
6	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all continuing elected members by 31 August 2018.	Yes		Chris Jackson
7	s5.76(1) Admin Reg 23 Form 3	Was an annual return lodged by all designated employees by 31 August 2018.	Yes		Chris Jackson
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		Chris Jackson
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		Chris Jackson
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		Chris Jackson
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		Chris Jackson
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		Chris Jackson
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		Chris Jackson
14	s5.70(2)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to the Council or a Committee, did that person disclose the nature of that interest when giving the advice or report.	Yes		Chris Jackson



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

### 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		Chris Jackson
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		Chris Jackson

### 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		Chris Jackson
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		Chris Jackson
3	s7.3	Was the person(s) appointed by the local government to be its auditor, a registered company auditor.	Yes		Chris Jackson
4	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		Chris Jackson
5	Audit Reg 10	Was the Auditor's report for the financial year ended 30 June 2018 received by the local government within 30 days of completion of the audit.	Yes		Chris Jackson
6	s7.9(1)	Was the Auditor's report for the financial year ended 30 June 2018 received by the local government by 31 December 2018.	Yes		Chris Jackson
7	S7.12A(3)	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		Chris Jackson



Department of  
**Local Government, Sport  
and Cultural Industries**

No	Reference	Question	Response	Comments	Respondent
8	S7.12A (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		Chris Jackson
9	S7.12A (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		Chris Jackson
10	Audit Reg 7	Did the agreement between the local government and its auditor include the objectives of the audit.	Yes		Chris Jackson
11	Audit Reg 7	Did the agreement between the local government and its auditor include the scope of the audit.	Yes		Chris Jackson
12	Audit Reg 7	Did the agreement between the local government and its auditor include a plan for the audit.	Yes		Chris Jackson
13	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		Chris Jackson
14	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		Chris Jackson
15	Audit Reg 17	Has the CEO reviewed the appropriateness and effectiveness of the local government's systems and procedures in accordance with regulation 17 of the Local Government (Audit) Regulations 1996.	Yes		Chris Jackson
16	Audit Reg 17	If the CEO has not undertaken a review in accordance with regulation 17 of the Local Government (Audit) Regulations 1996, is a review proposed and when.	N/A		Chris Jackson





<b>Integrated Planning and Reporting</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	s5.56 Admin Reg 19DA (6)	Has the local government adopted a Corporate Business Plan. If Yes, please provide adoption date of the most recent Plan in Comments. This question is optional, answer N/A if you choose not to respond.	Yes	19 December 2018	Chris Jackson
2	s5.56 Admin Reg 19DA (6)	Has the local government adopted a modification to the most recent Corporate Business Plan. If Yes, please provide adoption date in Comments. This question is optional, answer N/A if you choose not to respond.	No		Chris Jackson
3	s5.56 Admin Reg 19C (7)	Has the local government adopted a Strategic Community Plan. If Yes, please provide adoption date of the most recent Plan in Comments. This question is optional, answer N/A if you choose not to respond.	Yes	18 October 2017	Chris Jackson
4	s5.56 Admin Reg 19C (7)	Has the local government adopted a modification to the most recent Strategic Community Plan. If Yes, please provide adoption date in Comments. This question is optional, answer N/A if you choose not to respond.	No		Chris Jackson
5	S5.56	Has the local government adopted an Asset Management Plan. If Yes, in Comments please provide date of the most recent Plan, plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	Yes	Strategic Resource Plan 20 June 2018	Chris Jackson
6	S5.56	Has the local government adopted a Long Term Financial Plan. If Yes, in Comments please provide date of the most recent Plan, plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	Yes	Strategic Resource Plan 20 June 2018	Chris Jackson
7	S5.56	Has the local government adopted a Workforce Plan. If Yes, in Comments please provide date of the most recent Plan plus if adopted or endorsed by Council the date of adoption or endorsement. This question is optional, answer N/A if you choose not to respond.	Yes	17 December 2014 review to commence 2019	Chris Jackson



<b>Local Government Employees</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	Admin Reg 18C	Did the local government approve the process to be used for the selection and appointment of the CEO before the position of CEO was advertised.	N/A		Chris Jackson
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		Chris Jackson
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).	N/A		Chris Jackson
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).	N/A		Chris Jackson
5	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss a designated senior employee.	Yes		Chris Jackson



<b>Official Conduct</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
1	s5.120	Where the CEO is not the complaints officer, has the local government designated a senior employee, as defined under s5.37, to be its complaints officer.	N/A		Chris Jackson
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		Chris Jackson
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		Chris Jackson
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		Chris Jackson
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		Chris Jackson
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) or (c).	Yes		Chris Jackson

<b>Tenders for Providing Goods and Services</b>					
<b>No</b>	<b>Reference</b>	<b>Question</b>	<b>Response</b>	<b>Comments</b>	<b>Respondent</b>
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		Chris Jackson
2	F&G Reg 12	Did the local government comply with F&G Reg 12 when deciding to enter into multiple contracts rather than inviting tenders for a single contract.	N/A		Chris Jackson
3	F&G Reg 14(1) & (3)	Did the local government invite tenders via Statewide public notice.	Yes		Chris Jackson
4	F&G Reg 14 & 15	Did the local government's advertising and tender documentation comply with F&G Regs 14, 15 & 16.	Yes		Chris Jackson



Department of  
**Local Government, Sport  
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No	Reference	Question	Response	Comments	Respondent
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.	N/A		Chris Jackson
6	F&G Reg 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of F&G Reg 16.	Yes		Chris Jackson
7	F&G Reg 18(1)	Did the local government reject the tenders that were not submitted at the place, and within the time specified in the invitation to tender.	Yes		Chris Jackson
8	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		Chris Jackson
9	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		Chris Jackson
10	F&G Reg 19	Was each tenderer sent written notice advising particulars of the successful tender or advising that no tender was accepted.	Yes		Chris Jackson
11	F&G Reg 21 & 22	Did the local governments's advertising and expression of interest documentation comply with the requirements of F&G Regs 21 and 22.	N/A		Chris Jackson
12	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		Chris Jackson
13	F&G Reg 23(4)	After the local government considered expressions of interest, did the CEO list each person considered capable of satisfactorily supplying goods or services.	N/A		Chris Jackson
14	F&G Reg 24	Was each person who submitted an expression of interest, given a notice in writing in accordance with Functions & General Regulation 24.	N/A		Chris Jackson
15	F&G Reg 24AD(2)	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice.	N/A		Chris Jackson
16	F&G Reg 24AD(4) & 24AE	Did the local government's advertising and panel documentation comply with F&G Regs 24AD(4) & 24AE.	N/A		Chris Jackson



Department of  
**Local Government, Sport  
and Cultural Industries**

No	Reference	Question	Response	Comments	Respondent
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of F&G Reg 16 as if the reference in that regulation to a tender were a reference to a panel application.	N/A		Chris Jackson
18	F&G Reg 24AD(6)	If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application, notice of the variation.	N/A		Chris Jackson
19	F&G Reg 24AH(1)	Did the local government reject the applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time specified in the invitation for applications.	N/A		Chris Jackson
20	F&G Reg 24AH(3)	In relation to the applications that were not rejected, did the local government assess which application (s) to accept and which application(s) were most advantageous to the local government to accept, by means of written evaluation criteria.	N/A		Chris Jackson
21	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers, comply with the requirements of F&G Reg 24AG.	N/A		Chris Jackson
22	F&G Reg 24AI	Did the local government send each person who submitted an application, written notice advising if the person's application was accepted and they are to be part of a panel of pre-qualified suppliers, or, that the application was not accepted.	N/A		Chris Jackson
23	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).	N/A		Chris Jackson
24	F&G Reg 24F	Did the local government comply with the requirements of F&G Reg 24F in relation to an adopted regional price preference policy.	N/A		Chris Jackson
25	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, \$150,000 or less.	Yes		Chris Jackson



Department of  
**Local Government, Sport  
and Cultural Industries**

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

\_\_\_\_\_  
Signed Mayor / President, Narembeen

\_\_\_\_\_  
Signed CEO, Narembeen

# SHIRE OF NAREMBREEN

## SCHEDULE OF ACCOUNTS SUBMITTED TO COUNCIL 20 FEBRUARY 2019

Chq/EFT	Date	Name	Description	Amount
EFT11645	6/12/2018	Alan Wright	Sitting Fees July - November 2018	\$ 880.00
EFT11646	6/12/2018	All Ways Foods	table cover white paper	\$ 21.29
EFT11647	6/12/2018	Australian Services Union	Payroll deductions	\$ 25.90
EFT11648	6/12/2018	BGC Construction	Progress Claim No.6 Narembreen Community Precinct Project NO#70647	\$ 209,559.85
EFT11649	6/12/2018	Bitutek Pty Ltd	Supply & spray CRS emulsion with spreader truck	\$ 39,335.34
EFT11650	6/12/2018	Bruce Rock Engineering	EWP Hire	\$ 1,567.50
EFT11651	6/12/2018	Busselton City Construction Pty Ltd	2x carpenters for 6hours	\$ 792.00
EFT11652	6/12/2018	CADS Group Australia Pty Ltd	Survey Fricker Road	\$ 2,888.88
EFT11653	6/12/2018	CDA Air Conditioning & Refrigeration	Supply and install new evaporative air conditioner	\$ 3,574.00
EFT11654	6/12/2018	CJD Equipment Pty Ltd	radiator + coolant	\$ 4,648.76
EFT11655	6/12/2018	Chris Bray Electrics Pty Ltd	Replace exhaust fan in male toilet at Shire Office	\$ 165.00
EFT11656	6/12/2018	Clinicare Pcy Narembreen	Hep A & B Vaccines for Garden Staff	\$ 691.90
EFT11657	6/12/2018	Connelly Images	4x Boundary & 4x Entry signs with new Shire Logo - 50% Deposit	\$ 2,552.00
EFT11658	6/12/2018	Copier Support	water charges 27 September 2018 - 23 November 2018	\$ 990.51
EFT11659	6/12/2018	Core Business Australia Pty Ltd	AGRN743 WANDRRA Claim 21 - October 2018	\$ 154,800.12
EFT11660	6/12/2018	Covs	oil filter	\$ 102.04
EFT11661	6/12/2018	Cr Amy Hardham	Sitting Fees July - November 2018	\$ 640.00
EFT11662	6/12/2018	Cr Bevan Thomas	Sitting Fees July - November 2018	\$ 1,356.00
EFT11663	6/12/2018	Cr Scott Stirrat	Travel Allowance	\$ 1,700.00
EFT11664	6/12/2018	Cr William Cowan	Sitting Fees July - November 2018	\$ 1,824.00
EFT11665	6/12/2018	DX Print Group Pty Ltd	Machinery Safety Check Books	\$ 869.00
EFT11666	6/12/2018	Dan Murphy's	Alcohol Order for Staff + Councillor Christmas Party 2018	\$ 477.45
EFT11667	6/12/2018	Dr Peter & Lucy Lines	Sitting Fees July - November 2018	\$ 960.00
EFT11668	6/12/2018	Easifleet	Payroll deductions	\$ 664.83
EFT11669	6/12/2018	Eastern Hills Saws And Mowers	picco tungsten chain	\$ 121.00
EFT11670	6/12/2018	Henry Schein Regional Pty Ltd	Monthly Digital IT Support	\$ 35.00
EFT11671	6/12/2018	Hitachi Construction Machinery Pty Ltd	Brake valve	\$ 1,275.12
EFT11672	6/12/2018	Ixom	Chlorine Gas	\$ 480.70
EFT11673	6/12/2018	JR And A Hersey Pty Ltd	4x small cargo nets	\$ 1,353.00
EFT11674	6/12/2018	Kellie Jane Mortimore	Sitting Fees July - November 2018	\$ 1,861.97
EFT11675	6/12/2018	Liberty Oil Rural Pty Ltd	20,000 extra low sulphur diesel @ \$1.31 per litre	\$ 30,902.50
EFT11676	6/12/2018	Lions Club Of Narembreen	Collection & delivery of glass to Transfer Station July 2017 - July 2018	\$ 2,000.00
EFT11677	6/12/2018	Local Community Insurance Services	Public & Products Liability - Shire of Narembreen on behalf of uninsured stallholders	\$ 660.00

EFT11678	6/12/2018	MCWILLIAM CLAN PTY LTD T/AS D & T MCWILLIAM	Hire Water Truck	\$	2,860.00
EFT11679	6/12/2018	Moore Stephens	Final Billing Audit for the year ended 30th June 2018	\$	14,221.28
EFT11680	6/12/2018	Naremben IGA	catering for council & other Shire meetings	\$	340.96
EFT11681	6/12/2018	Naremben Community Resource Centre	Shop Local Contributions	\$	50.00
EFT11682	6/12/2018	Naremben Medical Centre	Maintenance Payment for 2018	\$	5,433.35
EFT11683	6/12/2018	Naremben Tyre service	Tubes + repair tyres	\$	86.00
EFT11684	6/12/2018	Narrogin Furnishings - Furniture Court	Supply flooring, glue and primer for replacing floor at Numbats	\$	2,460.00
EFT11685	6/12/2018	P M Services Naremben	Waste management services 17/11 - 30/11	\$	2,496.00
EFT11686	6/12/2018	Rhonda Cole	Presidents Allowance	\$	4,716.67
EFT11687	6/12/2018	Sealite	Solar Aviation Light	\$	2,697.20
EFT11688	6/12/2018	Shire of Merredin	2018 - 2019 Regional Library Activity Plan	\$	323.50
EFT11689	6/12/2018	Synergy - Western Power	Power Charges 81 streetlights 25 Sep - 24 Nov 2018 Payment#3578144321	\$	1,597.35
EFT11690	6/12/2018	T - Quip	12x mover blades	\$	325.56
EFT11691	6/12/2018	The Murray Hotel Pty Ltd	Accommodation & Breakfast 05 Nov - 07 Nov - Shane Biddulph	\$	1,068.00
EFT11692	6/12/2018	Toll Ipec Pty Ltd	Freight from State Library 30 Oct	\$	168.27
EFT11693	6/12/2018	Town Planning Innovations	General Planning Services - Solar Array	\$	371.25
EFT11694	6/12/2018	WA Contract Ranger Services	Ranger Services 22/1/18 & 27/11/18	\$	794.75
EFT11695	6/12/2018	WALGA	Deskpads for councillors	\$	48.90
EFT11696	6/12/2018	Westrac Equipment Pty Ltd	fuel filters	\$	669.64
EFT11697	6/12/2018	Work Clobber	missing items from first uniform order for outside crew	\$	468.85
EFT11698	6/12/2018	Wurth Australia Pty Ltd	insect remover, gloves, silicone sealer	\$	259.52
EFT11699	18/12/2018	Ag Implements Naremben	3/8 Hose3/8 BSP Male, 3/8 Hose joiner straight, 3/8 hyd hose	\$	507.63
EFT11700	18/12/2018	All Ways Foods	Cleaners, Milk, Toilet Rolls, Hand towels	\$	1,419.16
EFT11701	18/12/2018	Aust Post	Postage Charges for November 2018	\$	92.77
EFT11702	18/12/2018	Australian Services Union	Payroll deductions	\$	49.80
EFT11703	18/12/2018	Australian Taxation Office	BAS November 2018	\$	14,232.00
EFT11704	18/12/2018	Avon Waste	Novem 18.4 weeks general waste collection	\$	12,595.76
EFT11705	18/12/2018	Boc Gases	Various gas for depot Workshop	\$	163.84
EFT11706	18/12/2018	Busseton City Construction Pty Ltd	Ramp Compliance rectifications works. Remove and replace disabled ramp tack tiles and stair nosings	\$	8,910.00
EFT11707	18/12/2018	Civic Legal	Fees for withdrawal of caveat Lot 2 Latham Road (Estate of Walter Harold Jones)	\$	1,025.70
EFT11708	18/12/2018	Cody Express Transport	Freight of Poles for CCTV Installation	\$	97.12
EFT11709	18/12/2018	Covs	air/hydraulic jack 20000kg	\$	818.07
EFT11710	18/12/2018	Cutting Edges Pty Limited	Scarifier Boots	\$	247.50
EFT11711	18/12/2018	Department Of Fire And Emergency Services (FESA)	ESLB 2nd Qtr Contribution	\$	14,756.40
EFT11712	18/12/2018	Dorcas Clothing	Washing & Ironing 8 Table Clothes	\$	45.00
EFT11713	18/12/2018	Easifleet	Payroll deductions	\$	664.83
EFT11714	18/12/2018	Globe Australia Pty Ltd	Dynafoq Carbi	\$	196.90
EFT11715	18/12/2018	Great Southern Fuel Supplies	Fuel Purchased on Fuel Card for CEO Vehicle	\$	173.36
EFT11716	18/12/2018	Hanson Construction Materials Pty Ltd	14mm Washed Granite 54.60 tonne	\$	1,441.44
EFT11717	18/12/2018	Henry Schein Regional Pty Ltd	Monthly Digital Support	\$	35.00



EFT11718	18/12/2018	Hitachi Construction Machinery Pty Ltd	Filter Head	\$	527.47
EFT11719	18/12/2018	Initial	Supply and install Nappy Service at Recreation Centre includes 12 collections pa	\$	164.40
EFT11720	18/12/2018	Ixom	Chlorine Gas Bottle	\$	96.84
EFT11721	18/12/2018	Kleenheat Gas	LPG Bulk	\$	1,594.74
EFT11722	18/12/2018	Landgate	Rural UV's Revaluation Minimum Charge	\$	156.90
EFT11723	18/12/2018	Landmark Operations Limited	galv fence droppers	\$	510.71
EFT11724	18/12/2018	Market Creations	Stationery (letterheads, envelopes, name badges, banners, business cards, with compliments slips) with new Narembeen Shire LOGO	\$	6,776.00
EFT11725	18/12/2018	Marketforce	Advertising - West Australian, Professional Appointments	\$	3,135.70
EFT11726	18/12/2018	Mcintosh And Son	vbelt + assy tensioner belt	\$	426.13
EFT11727	18/12/2018	Merredin Freightlines	Freight of Chlorine to Pool	\$	522.06
EFT11728	18/12/2018	Merredin Telephone Services	Install Data Points for CRC and medical centre relocation. Labour & Materials	\$	7,421.90
EFT11729	18/12/2018	Metro Count	6v welded battery pack	\$	90.20
EFT11730	18/12/2018	Narembeen Community Resource Centre	Cards and Copying	\$	9.72
EFT11731	18/12/2018	Narembeen Engineering And Steel Supplies	Extra light Gal Pipe and freight	\$	6,075.30
EFT11732	18/12/2018	Narembeen Hardware and Ag Supplies	Various Retic Parts for Pool Reticulation upgrade	\$	3,724.06
EFT11733	18/12/2018	Narembeen Hardware and Ag Supplies - Shire Workshop	Liquid Chlorine	\$	1,032.35
EFT11734	18/12/2018	Narembeen Tyre service	Repair tyres + Oring	\$	358.00
EFT11735	18/12/2018	Ness Gas Supplies	Gas bottles for Caravan Park	\$	390.00
EFT11736	18/12/2018	P M Services Narembeen	Waste Transfer Station Management for period 1 December 2018 to 14 December 2018	\$	2,496.00
EFT11737	18/12/2018	Roadswest Engineering Group WA Pty Ltd	Provision of Road Engineering Support Services during the construction phase Fricker Rd Heavy Vehicle Link	\$	5,046.36
EFT11738	18/12/2018	Rob Roy Panelbeaters	Replace Rear Window	\$	1,402.63
EFT11739	18/12/2018	SDI Limited	Replacement Curing Light	\$	867.10
EFT11740	18/12/2018	Sheridans For Badges	Replacement Desk Name Plates and Stands for Council Meetings with new Branding	\$	1,441.00
EFT11741	18/12/2018	Shire of Wyalkatchem	Traffic Management Training for W Patterson and B Jobson	\$	1,154.00
EFT11742	18/12/2018	Star Track Express	Freight from Sealite	\$	205.95
EFT11743	18/12/2018	Supreme Holiday Accommodation	2 Nights Accommodation in Wyalkatchem for W Patterson and B Jobson	\$	300.00
EFT11744	18/12/2018	Synergy - Western Power	Electricity Usage at Pool for period 14/11/18 to 11/12/18 Payment Number: 5660509226	\$	4,028.25
EFT11745	18/12/2018	The Workwear Group Pty Ltd	Uniform for Julie Miller	\$	55.77
EFT11746	18/12/2018	Truck Centre (WA) Pty Ltd	Filter Kits	\$	1,131.72
EFT11747	18/12/2018	Western Australian Treasury Corporation	Loan No. 127E Fixed Component -	\$	2,896.53
EFT11748	18/12/2018	Westrac Equipment Pty Ltd	2018 12m Caterpillar Motor Grader	\$	290,147.00
EFT11749	18/12/2018	Wurth Australia Pty Ltd	Brake Cleaner and Electrical Spade Terminals	\$	201.72
EFT11750	20/12/2018	DS Agencies	Churchill St Rest Area Furniture	\$	16,852.00
EFT11751	21/12/2018	Leeuwin Civil Pty Ltd	AGRN743 Flood Recovery Works - Progress Claim 17 - November 2018	\$	584,289.71
<b>TOTAL EFT PAYMENTS</b>				<b>\$</b>	<b>1,514,233.21</b>

Chq/EFT	Date	Name	Description	Amount
DD9802.1	11/12/2018	Commander Australia Pty Ltd	admin phone charges	\$ 68.51
DD9775.1	13/12/2018	WA Local Government Superannuation Plan	Payroll deductions	\$ 322.50
DD9791.1	13/12/2018	Australian Super	Superannuation contributions	\$ 881.21
DD9791.2	13/12/2018	WA Local Government Superannuation Plan	Superannuation contributions	\$ 14,750.59
DD9791.3	13/12/2018	CBUS Super	Superannuation contributions	\$ 471.51
DD9791.4	13/12/2018	West State Super	Superannuation contributions	\$ 400.81
DD9791.5	13/12/2018	Prime Superannuation Fund	Superannuation contributions	\$ 229.71
DD9791.6	13/12/2018	Plum Super Fund	Superannuation contributions	\$ 229.71
DD9791.7	13/12/2018	The Tudor Superannuation Fund Wogarl Pastoral Company Pty Ltd	Superannuation contributions	\$ 228.00
DD9791.8	13/12/2018	AMP Life Limited	Superannuation contributions	\$ 241.11
DD9791.9	13/12/2018	IOOF Employer Super	Superannuation contributions	\$ 321.98
DD9802.4	13/12/2018	Nib Health Insurance	health insurance for Bonnie Cole as per contract	\$ 198.34
DD9802.2	18/12/2018	On Hold Productions PTY LTD	on hold recording charges	\$ 75.90
DD9787.1	24/12/2018	Bankwest	Credit Card Charges	\$ 6,419.84
DD9800.1	27/12/2018	Australian Super	Superannuation contributions	\$ 881.21
DD9800.2	27/12/2018	WA Local Government Superannuation Plan	Superannuation contributions	\$ 7,048.99
DD9800.3	27/12/2018	CBUS Super	Superannuation contributions	\$ 471.51
DD9800.4	27/12/2018	West State Super	Superannuation contributions	\$ 400.81
DD9800.5	27/12/2018	Prime Superannuation Fund	Superannuation contributions	\$ 229.71
DD9800.6	27/12/2018	Plum Super Fund	Superannuation contributions	\$ 229.71
DD9800.7	27/12/2018	The Tudor Superannuation Fund Wogarl Pastoral Company Pty Ltd	Superannuation contributions	\$ 182.40
DD9800.8	27/12/2018	AMP Life Limited	Superannuation contributions	\$ 241.11
DD9800.9	27/12/2018	IOOF Employer Super	Superannuation contributions	\$ 321.98
DD9802.3	30/12/2018	BUPA Australia	Bupa Australia	\$ 433.04
DD9818.1	31/12/2018	BUPA Australia	BUPA from 31/12/18 error correction	\$ 433.40
DD9820.1	31/12/2018	BUPA Australia	correct entry from December	-\$ 433.04
<b>TOTAL DIRECT DEBIT PAYMENTS</b>				<b>\$ 35,280.55</b>

Chq/EFT	Date	Name	Description	Amount
11061	6/12/2018	Narembeen Historical Society	Reimbursement for Elders Insurance at Tourist Stop	\$ 462.28
11062	6/12/2018	Telstra	Phone Charges up to 24 Nov 2018	\$ 2,039.72
11063	6/12/2018	Water Corporation	Water Charges 26 Sep - 22 Nov 2018	\$ 12,576.63
11064	10/12/2018	Christopher Shaw	2018 Year 10 Academic Achievement Award	\$ 300.00
11065	18/12/2018	Leisure Institute of WA Aquatic	Country Pool Managers Seminar Michael Lethlean and Accreditation Membership	\$ 210.00
11066	18/12/2018	Water Corporation	Water Consumption and service charges	\$ 585.00
<b>TOTAL CHEQUE PAYMENTS</b>				<b>\$ 16,173.63</b>
<b>TOTAL MUNICIPAL PAYMENTS</b>				<b>\$ 1,565,687.39</b>

Chq/EFT	Date	Name	Description	Amount
00023331	6/12/2018	A- Team Printing	Client Merchandise	\$ 273.27
00023332	6/12/2018	Syngery	Electricity Charges 25 September - 22 November 2018	\$ 265.45
00023333	6/12/2018	Shire of Narembreen	CRC Reimbursements gross salaries & Superannuation for September 2018	\$ 17,169.98
00023335	7/12/2018	Bernie Drag	Canvas Framing	\$ 90.00
00023336	7/12/2018	Crazy Fun Amusement Hire	Castle Hire for Christmas Street Party	\$ 230.00
00023337	7/12/2018	Shire of Merredin	Advertising in Newspaper	\$ 61.82
00023338	13/12/2018	I&A Narembreen	Staff Amenities	\$ 63.05
00023339	13/12/2018	Accent Rubber Stamps	Client Merchandise	\$ 30.45
00023340	13/12/2018	Office Works	Stationery	\$ 66.74
00023341	19/12/2018	A-Team Printing	Client Merchandise	\$ 969.00
00023343	19/12/2018	Telstra	Usage Charges up to 07 Dec 2018	\$ 327.84
00023344	19/12/2018	Team Digital	Matte Canvas Paper	\$ 334.52
00023345	14/12/2018	Shire of Narembreen	Gym Memberships & Card Bonds from 01 July - 05 Dec 2018	\$ 5,480.00
00023346	17/12/2018	Coppier Support	Printing Charges	\$ 86.06
00023347	17/12/2018	Brownwen Hooper	Reimbursement for lollies for Christmas Street Party	\$ 66.00
00023348	17/12/2018	Julie & Keith Miller	Reimbursement for costume for Christmas Street Party	\$ 38.00
<b>TOTAL CRC PAYMENTS</b>				<b>\$25,552.18</b>



**Credit Card Purchases - 4 December 2018 - 02 January 2019**

**EMCS**

<b>Date</b>	<b>Store</b>	<b>Description</b>	<b>Amount</b>
05/12/18	Shire of Narembreen	Plate remakes	\$ 67.00
06/12/18	Westcoast Seafood	Staff Christmas party - seafood	\$ 78.00
07/12/18	The warehouse manchester	Towels for caravan park	\$ 261.20
07/12/18	Narembreen Hardware	leaving gift Rebecca Gmeiner	\$ 154.00
07/12/18	The CO-OP Narembreen	Farewell morning tea Bonnie Cole	\$ 63.00
		<b>EMCS Credit Card Payments</b>	<b>\$ 623.20</b>

**CEO**

<b>Date</b>	<b>Store</b>	<b>Description</b>	<b>Amount</b>
04/12/18	Licensys PTY LTD	New number plate artwork	\$ 665.82
12/12/18	Shire of Narembreen	NB880,NB6789,NB1 plate remakes and grader plate change	\$ 145.05
		<b>CEO Credit Card Payments</b>	<b>\$ 810.87</b>



CARD ADMINISTRATOR  
SHIRE OF NAREMBEEN  
1 LONGHURST ST  
NAREMBEEN WA 6369



Account Name	<b>SHIRE OF NAREMBEEN</b>
Period	<b>4 Dec 18 - 2 Jan 19</b>
Facility Limit	<b>\$10,000</b>

To pay by cheque, simply detach this cut off slip and refer to the instructions overleaf on how to return to Bankwest.

**YOUR ACCOUNT SUMMARY**

<b>Opening Balance</b>	<b>\$2,279.66</b>
Purchases	\$623.20
Withdrawals	\$0.00
(Cash Advances & Balance Transfers)	
Interest & Other Charges	\$0.00
Payments & Other Credits	\$2,279.66 CR
<b>Closing Balance</b>	<b>\$623.20</b>

**PAYMENT REQUIRED**

Account Name	<b>SHIRE OF NAREMBEEN</b>
Account Number	<b>5586 0290 5109 4225</b>
Payment Due Date	22 Jan 19
Minimum Payment	\$20.00
For details on how to make payments please see over	

**YOUR CARDHOLDER ACTIVITY SUMMARY**

Name	Account	Spending Limit	Purchases & Withdrawals	Interest & Other Charges	Payments & Other Credits
BILLING ACCOUNT	5586029051094225		\$0.00	\$0.00	\$2,279.66 CR
COLE, BONNIE M	5586020302121909	\$10,000.00	\$623.20	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$10,000.00</b>	<b>\$623.20</b>	<b>\$0.00</b>	<b>\$2,279.66 CR</b>

**YOUR INTEREST RATES**

Purchases	17.99% p.a.	Balance Transfers	17.99% p.a.	Cash	17.99% p.a.
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**YOUR TRANSACTION SUMMARY**

Date	Description	Debit	Credit
24 DEC 18	PERIODICAL PAYMENTS 06		\$2,279.66
<b>Total</b>		<b>\$0.00</b>	<b>\$2,279.66 CR</b>

**REVIEWED**

**AUTHORISED**



002BC3C 000114 (053N)  
 MISS BONNIE MADELINE COLE  
 SHIRE OF NAREMBEEN  
 1 LONGHURST ST  
 NAREMBEEN WA 6369

Account Number **5586 0203 0212 190**

Period **4 Dec 18 - 2 Jan 19**

Monthly Spend Limit **\$10,000**

**SUMMARY OF YOUR SPEND**

Purchases **\$623.20**  
 Cash Advances & Balance Transfers **\$0.00**

**YOUR TRANSACTION SUMMARY**

Date	Description		Debit	Credit
05 DEC 18	SHIRE OF NAREMBEEN	NAREMBEEN		
06 DEC 18	WESTCOAST SEAFOOD LICE	CORRIGIN	\$67.00	
07 DEC 18	THE WAREHOUSE MANCHESTER	KOGARAH	\$78.00	
07 DEC 18	NAREMBEEM HARDWARE	NAREMBEEN	\$261.20	
07 DEC 18	THE CO-OP NAREMBEEN	NAREMBEEN	\$154.00	
<b>Total</b>			<b>\$623.20</b>	<b>\$0.00</b>

*Plak Remake*  
*AUS Receptions*  
*c/vers PK*  
*WA Gifts*  
*WA Receptions*



CARD ADMINISTRATOR  
SHIRE OF NAREMBEEN  
1 LONGHURST ST  
NAREMBEEN WA 6369



Account Name	SHIRE OF NAREMBEEN
Period	4 Dec 18 - 2 Jan 19
Facility Limit	\$10,000

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**YOUR ACCOUNT SUMMARY**

<b>Opening Balance</b>	<b>\$4,239.18</b>
Purchases	\$810.87
Withdrawals	\$0.00
(Cash Advances & Balance Transfers)	
Interest & Other Charges	\$0.00
Payments & Other Credits	\$4,239.18 CR
<b>Closing Balance</b>	<b>\$810.87</b>

**PAYMENT REQUIRED**

Account Name	SHIRE OF NAREMBEEN
Account Number	5586 0290 5108 5264
Payment Due Date	22 Jan 19
Minimum Payment	\$20.00
For details on how to make payments please see over	

**YOUR CARDHOLDER ACTIVITY SUMMARY**

Name	Account	Spending Limit	Purchases & Withdrawals	Interest & Other Charges	Payments & Other Credits
BILLING ACCOUNT	5586029051085264		\$0.00	\$0.00	\$4,239.18 CR
JACKSON, CHRISTOPHER G	5586020788115284	\$10,000.00	\$810.87	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$10,000.00</b>	<b>\$810.87</b>	<b>\$0.00</b>	<b>\$4,239.18 CR</b>

**YOUR INTEREST RATES**

Purchases	17.99% p.a.	Balance Transfers	17.99% p.a.	Cash	17.99% p.a.
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**YOUR TRANSACTION SUMMARY**

Date	Description	Debit	Credit
24 DEC 18	PERIODICAL PAYMENTS 06		\$4,239.18
<b>Total</b>		<b>\$0.00</b>	<b>\$4,239.18 CR</b>

*H Cousins*

**REVIEWED**

*[Signature]*

**AUTHORISED**

Account Number **5586 0207 8811 5284**

Period **4 Dec 18 - 2 Jan 19**

Monthly Spend Limit **\$10,000**

SUMMARY OF YOUR SPEND	
Purchases	<b>\$810.87</b>
Cash Advances & Balance Transfers	<b>\$0.00</b>

002BC3C 000113 (053N)

MR CHRISTOPHER G JACKSON  
SHIRE OF NAREMBEEN  
1 LONGHURST ST  
NAREMBEEN WA 6369



**YOUR TRANSACTION SUMMARY**

Date	Description		Debit	Credit
04 DEC 18	LICENSYS PTY LTD	SUMNER <i>New Plate Design</i>	\$665.82	
12 DEC 18	SHIRE OF NAREMBEEN	NAREMBEEN <i>Grader Plate Change</i>	\$145.05	
<b>Total</b>			<b>\$810.87</b>	<b>\$0.00</b>

*PE1400 Plate Rental 33.50*  
*PE67 NB4 33.50*  
*PE150 NB880 33.50 + 17.50 = 26.85*  
*NB6789 33.50*

002BC3C 000113 000355



**SHIRE OF NAREMBEEN**  
**MONTHLY FINANCIAL REPORT**  
**For the Period Ended 31 December 2018**  
**LOCAL GOVERNMENT ACT 1995**  
**LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996**

**TABLE OF CONTENTS**

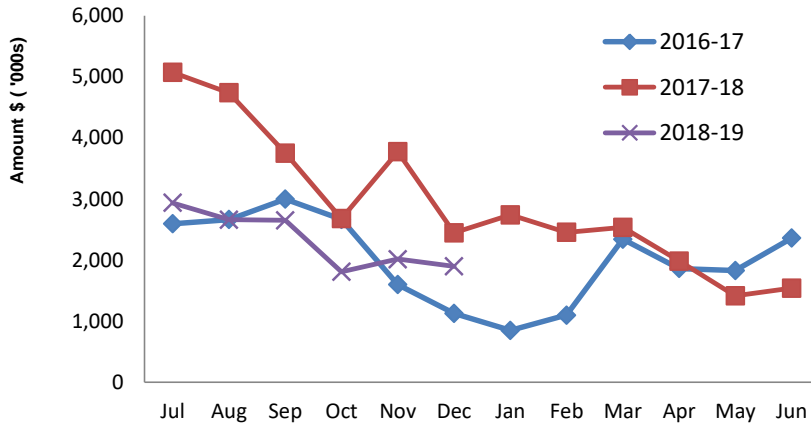
Compilation Report	
Monthly Summary Information	
Statement of Financial Activity by Program	
Statement of Financial Activity By Nature or Type	
Statement of Budget Amendments	
Note 1	Significant Accounting Policies
Note 2	Explanation of Material Variances
Note 3	Net Current Funding Position
Note 4	Cash and Investments
Note 5	Budget Amendments
Note 6	Receivables
Note 7	Cash Backed Reserves
Note 8	Capital Disposals
Note 9	Rating Information
Note 10	Information on Borrowings
Note 11	Grants and Contributions
Note 12	Trust
Note 13	Capital Expenditure

# Shire of Narembeen

## Monthly Summary Information

For the Period Ended 31 December 2018

**Liquidity Over the Year (Refer Note 3)**



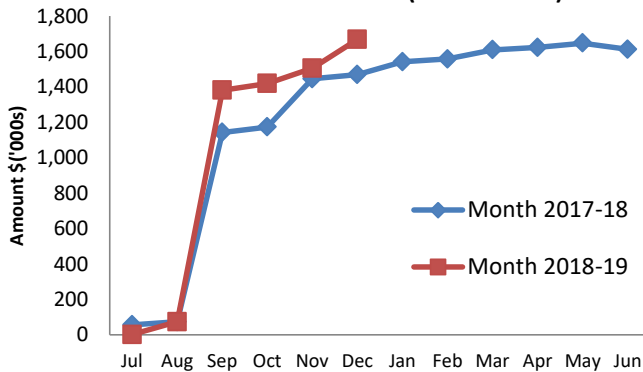
**Cash and Cash Equivalents  
as at period end**

Unrestricted	\$ 1,086,424
Restricted	\$ 2,460,516
	\$ 3,546,939

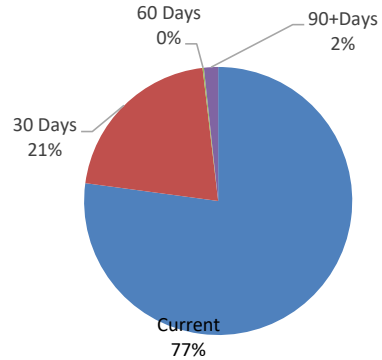
**Receivables**

Rates	\$ 281,522
Other	\$ 853,852
	\$ 1,135,374

**Rates Collected (Refer Note 4)**



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

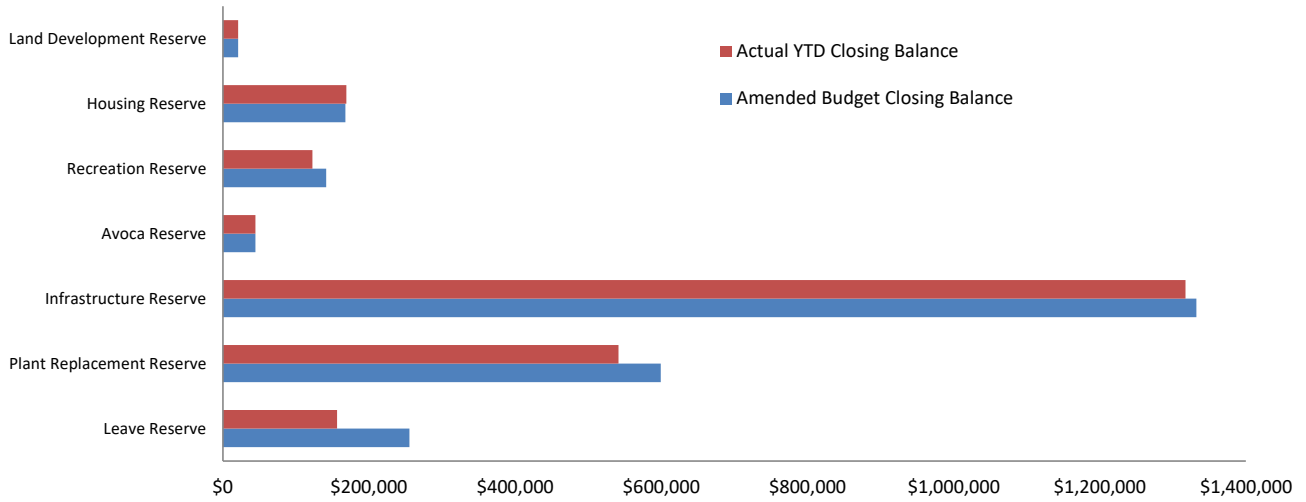


**Comments**

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

**Shire of Narembeen**  
**Monthly Summary Information**  
For the Period Ended 31 December 2018

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



**Comments**

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

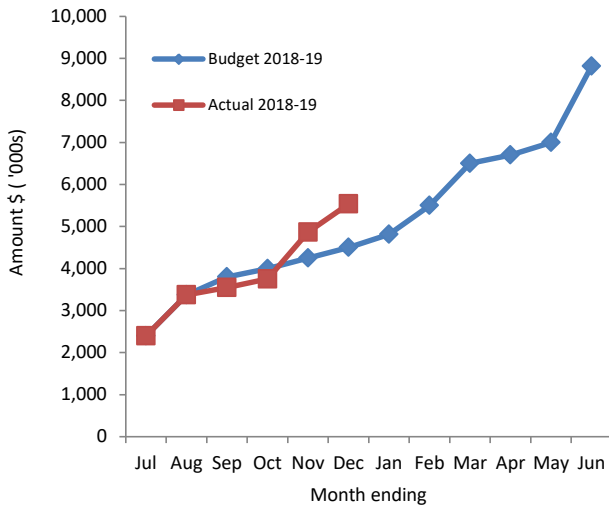
# Shire of Narembeen

## Monthly Summary Information

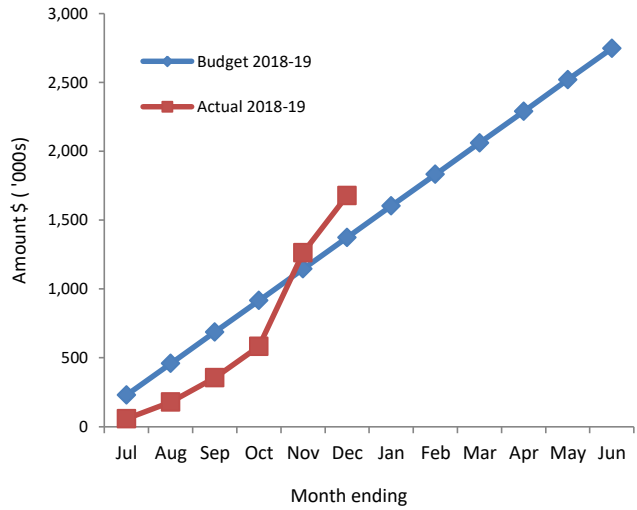
For the Period Ended 31 December 2018

### Revenues

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

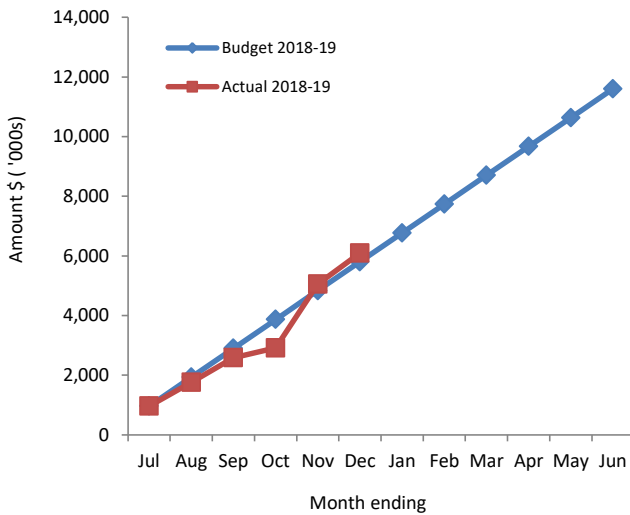


**Budget Capital Revenue -v- Actual (Refer Note 2)**

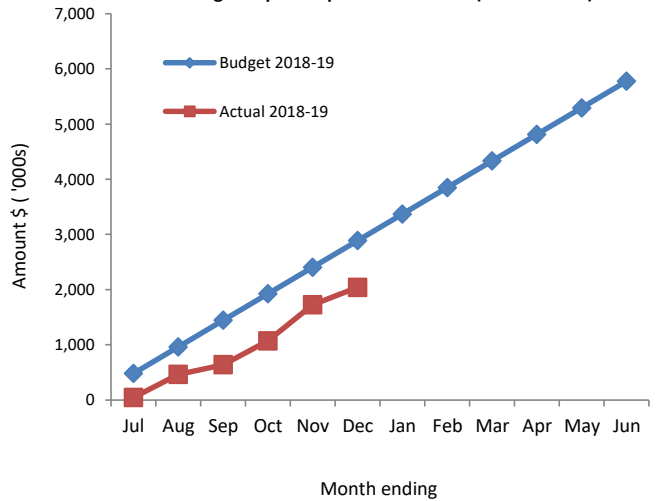


### Expenditure

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



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



### Comments

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

# Shire of Narembeen

## Compilation Report

For the Period Ended 31 December 2018

### Report Purpose

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

### Overview

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

### Statement of Financial Activity by reporting program

Is presented on page 6 and shows a surplus as at 31 December 2018 of \$1,895,717.

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

### Preparation

Prepared by: Rachael Moore

Reviewed by: Chris Jackson

Date prepared: 12-Feb-19

**SHIRE OF NAREMBEEN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(Statutory Reporting Program)**  
**For the Period Ended 31 December 2018**

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
<b>Operating Revenues</b>		\$	\$	\$	\$	%	
Governance		44,000	21,990	52,731	30,741	139.80%	▲
General Purpose Funding - Rates	9	1,669,192	1,669,192	1,669,948	756	0.05%	
General Purpose Funding - Other		1,156,467	(256,390)	565,307	821,697	(320.49%)	
Law, Order and Public Safety		71,166	(126,936)	61,954	188,890	(148.81%)	
Health		0	0	0	0		
Housing		120,793	60,386	58,908	(1,478)	(2.45%)	
Community Amenities		462,747	118,335	221,636	103,301	87.30%	▲
Recreation and Culture		57,005	36,817	27,506	(9,311)	(25.29%)	
Transport		4,359,520	1,870,118	1,987,024	116,906	6.25%	
Economic Services		256,800	128,376	200,832	72,456	56.44%	▲
Other Property and Services		667,007	333,468	692,807	359,339	107.76%	▲
<b>Total Operating Revenue</b>		<b>8,864,697</b>	<b>3,855,356</b>	<b>5,538,654</b>	<b>1,683,298</b>		
<b>Operating Expense</b>							
Governance		(364,779)	(182,283)	(272,589)	(90,306)	(49.54%)	▼
General Purpose Funding		(117,860)	(58,920)	(35,468)	23,452	39.80%	▲
Law, Order and Public Safety		(210,201)	(105,057)	(108,199)	(3,142)	(2.99%)	
Health		(171,933)	(85,898)	(61,600)	24,298	28.29%	▲
Housing		(198,966)	(99,247)	(81,079)	18,168	18.31%	▲
Community Amenities		(814,547)	(407,162)	(251,552)	155,610	38.22%	▲
Recreation and Culture		(1,191,014)	(595,283)	(578,323)	16,960	2.85%	
Transport		(7,582,040)	(3,790,908)	(4,042,742)	(251,834)	(6.64%)	
Economic Services		(507,202)	(253,502)	(195,445)	58,057	22.90%	▲
Other Property and Services		(450,417)	(224,986)	(469,683)	(244,697)	(108.76%)	▼
<b>Total Operating Expenditure</b>		<b>(11,608,959)</b>	<b>(5,803,246)</b>	<b>(6,096,680)</b>	<b>(293,434)</b>		
<b>Funding Balance Adjustments</b>							
Add back Depreciation		3,825,297	1,912,602	1,434,038	(478,564)	(25.02%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(36,698)	0	(81,250)	(81,250)		
Adjust Provisions and Accruals		0		0	0		
<b>Net Cash from Operations</b>		<b>1,044,337</b>	<b>(35,288)</b>	<b>794,763</b>	<b>830,051</b>		
<b>Capital Revenues</b>							
Grants, Subsidies and Contributions	11	2,747,016	1,373,496	1,567,023	193,527	14.09%	
Proceeds from Disposal of Assets	8	200,280	0	110,000	110,000		▲
<b>Total Capital Revenues</b>		<b>2,947,296</b>	<b>1,373,496</b>	<b>1,677,023</b>	<b>303,527</b>		
<b>Capital Expenses</b>							
Land and Buildings	13	(1,737,373)	(708,155)	(708,155)	0	0.00%	
Infrastructure - Roads	13	(2,795,393)	(748,883)	(748,883)	0	0.00%	
Plant and Equipment	13	(1,136,249)	(561,586)	(561,586)	0	0.00%	
Furniture and Equipment	13	(90,000)	(19,984)	(19,984)	0	0.00%	
<b>Total Capital Expenditure</b>		<b>(5,759,015)</b>	<b>(2,038,608)</b>	<b>(2,038,608)</b>	<b>0</b>		
<b>Net Cash from Capital Activities</b>		<b>(2,811,719)</b>	<b>(665,112)</b>	<b>(361,585)</b>	<b>303,527</b>		
<b>Financing</b>							
Proceeds from New Debentures			0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		6,275	0	32,111	32,111		
Transfer from Reserves	7	572,373	0	0	0		
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(67,639)	(62,408)	(62,408)	0	0.00%	
Transfer to Reserves	7	(222,011)	(18,624)	(18,624)	0	0.00%	
<b>Net Cash from Financing Activities</b>		<b>288,998</b>	<b>(81,032)</b>	<b>(48,921)</b>	<b>32,111</b>		
<b>Net Operations, Capital and Financing</b>		<b>(1,478,384)</b>	<b>(781,431)</b>	<b>384,257</b>	<b>1,165,688</b>		
<b>Opening Funding Surplus(Deficit)</b>	3	<b>1,493,384</b>	<b>1,493,384</b>	<b>1,511,460</b>	<b>18,076</b>		
<b>Closing Funding Surplus(Deficit)</b>	3	<b>15,000</b>	<b>711,953</b>	<b>1,895,717</b>	<b>1,183,764</b>		

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

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

**SHIRE OF NAREMBEEN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(By Nature or Type)**  
**For the Period Ended 31 December 2018**

	Note	Amended Annual Budget	YTD Actual (b)
<b>Operating Revenues</b>		\$	\$
Rates	9	1,669,192	1,669,948
Operating Grants, Subsidies and Contributions	11	5,917,036	2,782,046
Fees and Charges		1,151,926	954,338
Service Charges		0	
Interest Earnings		79,800	48,539
Other Revenue		0	1
Profit on Disposal of Assets	8	46,743	83,783
<b>Total Operating Revenue</b>		<b>8,864,697</b>	<b>5,538,654</b>
<b>Operating Expense</b>			
Employee Costs		(1,929,582)	(1,117,478)
Materials and Contracts		(5,310,774)	(3,233,937)
Utility Charges		(253,550)	(106,623)
Depreciation on Non-Current Assets		(3,825,297)	(1,434,038)
Interest Expenses		(54,949)	(17,093)
Insurance Expenses		(195,262)	(183,103)
Other Expenditure		(29,500)	(1,876)
Loss on Disposal of Assets	8	(10,045)	(2,533)
<b>Total Operating Expenditure</b>		<b>(11,608,959)</b>	<b>(6,096,680)</b>
<b>Funding Balance Adjustments</b>			
Add back Depreciation		3,825,297	1,434,038
Adjust (Profit)/Loss on Asset Disposal	8	(36,698)	(81,250)
Adjust Provisions and Accruals		0	0
<b>Net Cash from Operations</b>		<b>1,044,337</b>	<b>794,763</b>
<b>Capital Revenues</b>			
Grants, Subsidies and Contributions	11	2,747,016	1,567,023
Proceeds from Disposal of Assets	8	200,280	110,000
<b>Total Capital Revenues</b>		<b>2,947,296</b>	<b>1,677,023</b>
<b>Capital Expenses</b>			
Land and Buildings	13	(1,737,373)	(708,155)
Infrastructure - Roads	13	(2,795,393)	(748,883)
Plant and Equipment	13	(1,136,249)	(561,586)
Furniture and Equipment	13	(90,000)	(19,984)
<b>Total Capital Expenditure</b>		<b>(5,759,015)</b>	<b>(2,038,608)</b>
<b>Net Cash from Capital Activities</b>		<b>(2,811,719)</b>	<b>(361,585)</b>
<b>Financing</b>			
Proceeds from New Debentures		0	0
Proceeds from Advances		0	0
Self-Supporting Loan Principal		6,275	32,111
Transfer from Reserves	7	572,373	0
Advances to Community Groups		0	0
Repayment of Debentures	10	(67,639)	(62,408)
Transfer to Reserves	7	(222,011)	(18,624)
<b>Net Cash from Financing Activities</b>		<b>288,998</b>	<b>(48,921)</b>
<b>Net Operations, Capital and Financing</b>		<b>(1,478,384)</b>	<b>384,257</b>
<b>Opening Funding Surplus(Deficit)</b>	3	<b>1,493,384</b>	<b>1,511,460</b>
<b>Closing Funding Surplus(Deficit)</b>	3	<b>15,000</b>	<b>1,895,717</b>

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

**SHIRE OF NAREMBEEN**  
**STATEMENT OF BUDGET AMENDMENTS**  
**(Statutory Reporting Program)**  
**For the Period Ended 31 December 2018**

	Adopted Budget	Adopted Budget Amendments (Note 5)	Amended Annual Budget
<b>Operating Revenues</b>	\$	\$	\$
Governance	44,000		44,000
General Purpose Funding - Rates	1,669,192		1,669,192
General Purpose Funding - Other	1,156,467		1,156,467
Law, Order and Public Safety	71,166		71,166
Housing	120,793		120,793
Community Amenities	462,747		462,747
Recreation and Culture	57,005		57,005
Transport	4,359,520		4,359,520
Economic Services	256,800		256,800
Other Property and Services	667,007		667,007
Total Operating Revenue	8,864,697	0	8,864,697
<b>Operating Expense</b>			
Governance	(364,779)	(16,188)	(380,967)
General Purpose Funding	(117,860)		(117,860)
Law, Order and Public Safety	(210,201)		(210,201)
Health	(171,933)		(171,933)
Housing	(198,966)		(198,966)
Community Amenities	(814,547)		(814,547)
Recreation and Culture	(1,191,014)		(1,191,014)
Transport	(7,582,040)		(7,582,040)
Economic Services	(507,202)		(507,202)
Other Property and Services	(450,417)		(450,417)
Total Operating Expenditure	(11,608,959)	(16,188)	(11,625,147)
<b>Funding Balance Adjustments</b>			
Add back Depreciation	3,825,297		3,825,297
Adjust (Profit)/Loss on Asset Disposal	(36,698)		(36,698)
Adjust Provisions and Accruals			0
Net Cash from Operations	1,044,337	(16,188)	1,028,149
<b>Capital Revenues</b>			
Grants, Subsidies and Contributions	2,747,016		2,747,016
Proceeds from Disposal of Assets	200,280		200,280
Total Capital Revenues	2,947,296	0	2,947,296
<b>Capital Expenses</b>			
Land Held for Resale	0		0
Land and Buildings	(1,737,373)		(1,737,373)
Infrastructure - Roads	(2,795,393)		(2,795,393)
Infrastructure - Public Facilities	0	(30,000)	(30,000)
Infrastructure - Footpaths	0		0
Infrastructure - Drainage	0		0
Heritage Assets	0		0
Plant and Equipment	(1,136,249)		(1,136,249)
Furniture and Equipment	(90,000)		(90,000)
Total Capital Expenditure	(5,759,015)	(30,000)	(5,789,015)
Net Cash from Capital Activities	(2,811,719)	(30,000)	(2,841,719)
<b>Financing</b>			
Proceeds from New Debentures			0
Self-Supporting Loan Principal	6,275		6,275
Transfer from Reserves	572,373		572,373
Repayment of Debentures	(67,639)		(67,639)
Transfer to Reserves	(222,011)	0	(222,011)
Net Cash from Financing Activities	288,998	0	288,998
Net Operations, Capital and Financing	(1,478,384)	(46,188)	(1,524,572)
Opening Funding Surplus(Deficit)	1,493,384		1,493,384
Closing Funding Surplus(Deficit)	15,000	(46,188)	(31,188)



**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**1. SIGNIFICANT ACCOUNTING POLICIES**

**(a) Basis of Accounting**

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

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

**Critical Accounting Estimates**

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

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

**(b) The Local Government Reporting Entity**

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

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

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

**(c) Rounding Off Figures**

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

**(d) Rates, Grants, Donations and Other Contributions**

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

**(e) Goods and Services Tax**

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

Receivables and payables are stated inclusive of GST receivable or payable.

The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(f) Cash and Cash Equivalents**

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

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

**(g) Trade and Other Receivables**

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

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

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

**(h) Inventories**

***General***

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

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

***Land Held for Resale***

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

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

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

**(i) Fixed Assets**

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

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(j) Depreciation of Non-Current Assets**

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

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

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

**(k) Trade and Other Payables**

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

**(l) Employee Benefits**

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

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

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

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

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(m) Interest-bearing Loans and Borrowings**

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

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

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

***Borrowing Costs***

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

**(n) Provisions**

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

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

**(o) Current and Non-Current Classification**

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(p) Nature or Type Classifications**

**Rates**

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

**Operating Grants, Subsidies and Contributions**

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

**Non-Operating Grants, Subsidies and Contributions**

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

**Profit on Asset Disposal**

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

**Fees and Charges**

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

**Service Charges**

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

**Interest Earnings**

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

**Other Revenue / Income**

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

**Employee Costs**

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

**Materials and Contracts**

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

**Utilities (Gas, Electricity, Water, etc.)**

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(q) Nature or Type Classifications (Continued)**

**Insurance**

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

**Loss on asset disposal**

Loss on the disposal of fixed assets.

**Depreciation on non-current assets**

Depreciation expense raised on all classes of assets.

**Interest expenses**

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

**Other expenditure**

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

**(r) Statement of Objectives**

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

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

*"A wonderful place to live, work, invest and visit with the community working together to achieve shared objectives"*

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

*"Economic: A strong, resilient and balanced economy.*

*Environment: Our unique natural and built environment is protected and enhanced.*

*Social: Our community enjoys a high quality of life.*

*Civic Leadership: A collaborative and engaged community."*

**(s) Reporting Programs**

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

**GOVERNANCE**

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

**GENERAL PURPOSE FUNDING**

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

**LAW, ORDER, PUBLIC SAFETY**

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

**HEALTH**

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(s) Reporting Programs (Continued)**

**HOUSING**

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

**COMMUNITY AMENITIES**

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

**RECREATION AND CULTURE**

Parks, gardens and recreation reserves, library services, television and radio re-broadcasting, swimming facilities, walk trails, youth recreation, Shark Bay World Heritage Discovery and Visitor Centre, boat ramps, foreshore, public halls and Shark Bay Recreation Centre.

**TRANSPORT**

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

**ECONOMIC SERVICES**

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

**OTHER PROPERTY & SERVICES**

Plant works, plant overheads and stock of materials.

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**Note 2: EXPLANATION OF MATERIAL VARIANCES BY REPORTING PROGRAM**

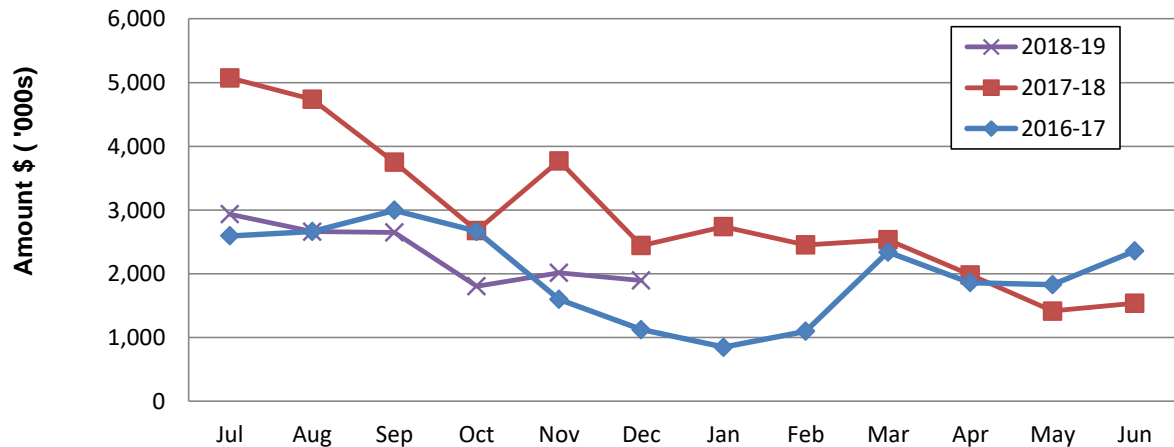
Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
<b>Operating Revenues</b>	\$	%			
Governance	30,741	139.80%	▲	permanent	insurance reimbursements
General Purpose Funding - Rates	756	0.05%			
General Purpose Funding - Other	821,697	(320.49%)		Timing	Timing profile error
Law, Order and Public Safety	188,890	(148.81%)		Timing	ESL raised with rates and grant for CCTV
Health	0				
Housing	(1,478)	(2.45%)			
Community Amenities	103,301	87.30%	▲	Timing	Rubbish raised with rates
Recreation and Culture	(9,311)	(25.29%)		Timing	
Transport	116,906	6.25%		Timing	WANDRRA Funding
Economic Services	72,456	56.44%	▲	Timing	Skeleton weed funding received
Other Property and Services	359,339	107.76%	▲	Timing	Private Works - GFN
<b>Operating Expenditure</b>					
Governance	(90,306)	(49.54%)	▼	Timing	Reallocations not performed
General Purpose Funding	23,452	39.80%	▲	Timing	Discount allowed allocated
Law, Order and Public Safety	(3,142)	(2.99%)			
Health	24,298	28.29%	▲	Timing	Administration Allocations not run
Housing	18,168	18.31%	▲		
Community Amenities	155,610	38.22%	▲	Timing	CRC expenses not included yet.
Recreation and Culture	16,960	2.85%			
Transport	(251,834)	(6.64%)			
Economic Services	58,057	22.90%	▲	Permanent	Admin Allocations not yet run.
Other Property and Services	(244,697)	(108.76%)	▼		Private Works Undertaken - GFN Program



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ended 31 December 2018

**Note 3: NET CURRENT FUNDING POSITION**

		Positive=Surplus (Negative=Deficit)		
		YTD 31 Dec	Previous Period	Same Period
		2018		Last year
		\$	\$	\$
<b>Current Assets</b>				
Cash Unrestricted	4	1,086,424	1,652,436	2,341,613
Cash Restricted	4	2,460,516	2,457,385	2,144,861
Receivables - Rates	6	281,522	297,594	270,924
Receivables -Other	6	838,252	957,821	154,431
Inventories		14,932	14,932	15,513
Land held for Resale		370,000	370,000	370,000
		5,051,645	5,750,168	5,297,340
<b>Less: Current Liabilities</b>				
Payables		(15,775)	(598,778)	(66,432)
Provisions		(340,705)	(340,705)	(302,889)
		(356,479)	(939,483)	(369,321)
<i>Unadjusted Funding Position</i>		4,695,166	4,810,686	4,928,019
<b>Less: Cash Reserves</b>		(2,460,517)	(1,873,668)	(2,144,861)
Net Adjustment for Borrowings.		31,068	31,068	29,547
Adjust for Land held for resale		(370,000)	(370,000)	(370,000)
<b>Adjusted Net Current Funding Position</b>		<b>1,895,717</b>	<b>2,598,085</b>	<b>2,442,706</b>

**Note 3 - Liquidity Over the Year****Comments - Net Current Funding Position**

The Spike in funding in November was due to the receipt of Financial Assistance Grants, Road Project grants and Grants for the Emergency Services Building

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**Note 4: CASH AND INVESTMENTS**

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	CRC \$	Total Amount \$	Institution	Maturity Date
<b>(a) Cash Deposits</b>								
Municipal Account	0.01%	987,842				987,842	BankWest	At Call
Operating Account	0.01%				74,815	74,815	Bankwest	At Call
Trust Bank Account	0.01%			20,005		20,005	BankWest	At Call
Reserve Account	1.25%		2,460,516			2,460,516	BankWest	At Call
Cash Management Account	1.25%	4,791				4,791	BankWest	At Call
<b>(b) Term Deposits</b>								
Gold Term Deposit	2.50%				65,000	65,000	BankWest	01-Jan-19
<b>Total</b>		<b>992,633</b>	<b>2,460,516</b>	<b>20,005</b>	<b>139,815</b>	<b>3,612,968</b>		

**Comments/Notes - Investments**



**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**Note 5 (a): BUDGET AMENDMENTS - CORPORATE BUSINESS PLAN LINKAGE**

A number of additional operating actions were forecast to be undertaken during the current period of the Corporate Business Plan CBP which result in additional operating expenditure or revenue. The additional activities for the current year are summarised below along with the amount included within the budget and budget amendments.

Strategy Ref	Strategy	Action Ref	Action	2015-16 per CBP	Adopted Budget	Amended Budget	YTD Expenditure
Total				-	-	-	-

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**Note 6: RECEIVABLES**

**Receivables - Rates Receivable**

Opening Arrears Previous Years	
Levied this year	
Less Collections to date	
<b>Equals Outstanding</b>	

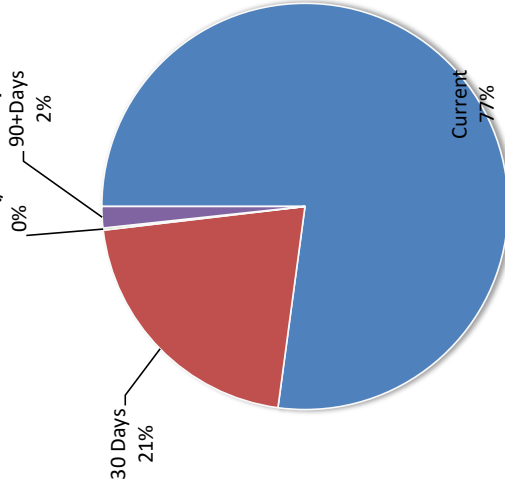
**Net Rates Collectable**  
 % Collected

	YTD 31 Dec 2018	30 June 2018
	\$ 82,539	\$ 87,332
	1,720,816	
	(1,521,833)	
	<b>281,522</b>	<b>87,332</b>
	<b>(281,522)</b>	<b>87,332</b>
	88.44%	0.00%

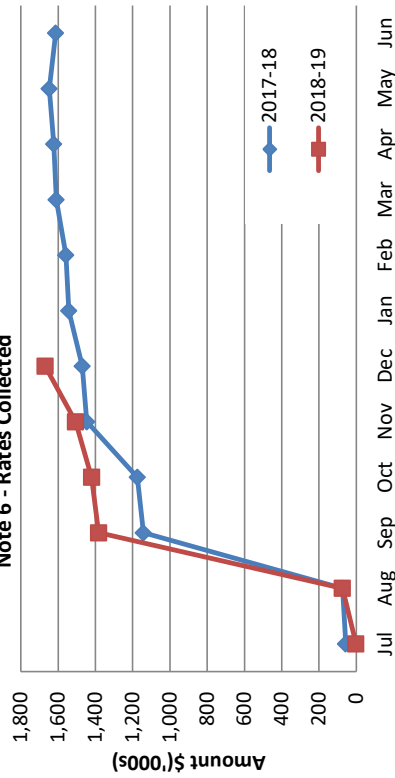
	Current	30 Days	60 Days	90+Days
Receivables - General	\$ 658,536	\$ 179,386	\$ 1,419	\$ 14,511
<b>Total Receivables General Outstanding</b>				<b>853,852</b>

Amounts shown above include GST (where applicable)

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



**Note 6 - Rates Collected**



Comments/Notes - Receivables Rates

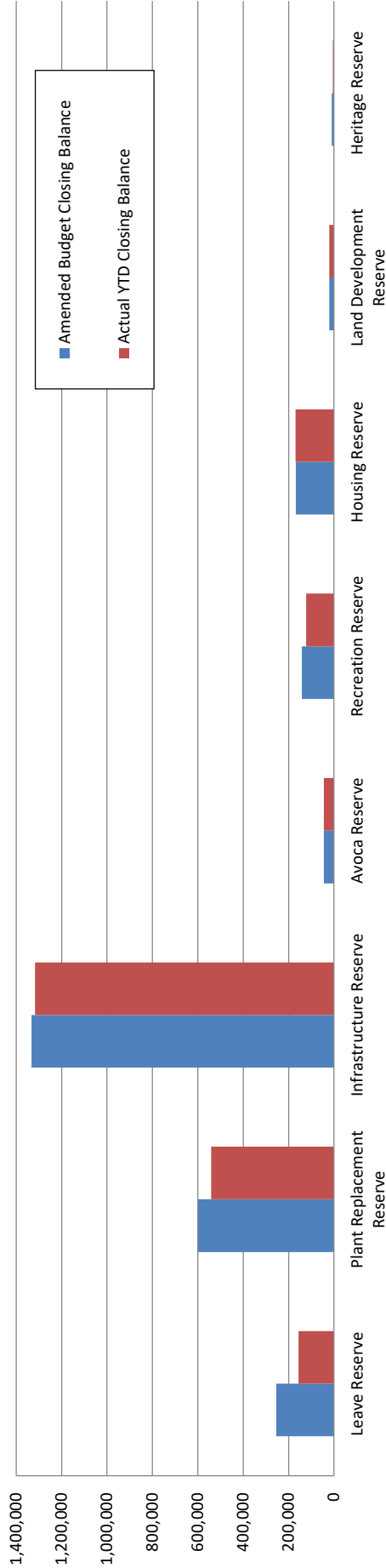
Comments/Notes - Receivables General

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**Note 7: Cash Backed Reserve.**

2018-19	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Transferred out Reference	Amended Budget Closing Balance	Actual YTD Closing Balance
Leave Reserve	\$ 155,077	\$ 0	\$ 1,183	\$ 100,000	\$ 0	\$ 0	\$ 0		\$ 255,077	\$ 156,259
Plant Replacement Reserve	537,223	0	4,097	62,011	0	0	0		599,234	541,321
Infrastructure Reserve	1,307,151	0	9,969	25,000	0	0	0		1,332,151	1,317,121
Avoca Reserve	44,433	0	339	0	0	0	0		44,433	44,772
Recreation Reserve	121,459	0	926	20,000	0	0	0		141,459	122,385
Housing Reserve	167,806	0	1,280	0	0	0	0		167,806	169,086
Land Development Reserve	20,807	0	159	0	0	0	0		20,807	20,965
Heritage Reserve	5,075	0	39	5,000	0	0	0		10,075	5,114
Medical Service Support Reserve	82,861	0	632	10,000	0	0	0		82,861	83,493
Bendering Landfill Renewal Reserve										
	<b>2,441,893</b>	<b>0</b>	<b>18,624</b>	<b>222,011</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,653,904</b>	<b>2,460,517</b>

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



**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**Note 8 CAPITAL DISPOSALS**

Actual YTD Profit/(Loss) of Asset Disposal			Amended Current Budget YTD 31.12.2018			Comments
Cost	Accum Depr	Proceeds	Profit (Loss)	Amended Annual Budget Profit/(Loss)	Actual Profit/(Loss)	
\$	\$	\$	\$	\$	\$	\$
130,000	(103,783)	110,000	83,783	20,631	-2,533	(23,164)
			0	3,600	0	(3,600)
			0	0	0	0
			0	17,500	0	(17,500)
			0	(10,045)	0	10,045
			0	5,012	0	(5,012)
			0	0	0	0
2,600	(67)	0	(2,533)		-2,533	
<b>132,600</b>	<b>(103,850)</b>	<b>110,000</b>	<b>81,250</b>	<b>36,698</b>	<b>(5,066)</b>	<b>(39,231)</b>

**Comments - Capital Disposal/Replacements**

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

<b>RATE TYPE</b>	<b>Rate in \$</b>	<b>Number of Properties</b>	<b>Rateable Value \$</b>	<b>Rate Revenue \$</b>	<b>Interim Rates \$</b>	<b>Back Rates \$</b>	<b>Total Revenue \$</b>	<b>Amended Budget Rate Revenue \$</b>	<b>Amended Budget Interim Rate \$</b>	<b>Amended Budget Back Rate \$</b>	<b>Amended Budget Total Revenue \$</b>
<b>General Rate</b>											
GRV	0.1224	220	1,735,612	212,356	(1,455)	0	210,901	212,356	0	0	212,356
UV	0.0145	327	101,722,500	1,472,331	1,588	0	1,473,919	1,472,331	0	0	1,472,331
UV Mining	0.0145	2	89,423	1,294	2,249	0	3,543	639	0	0	639
<b>Sub-Totals</b>		549	103,547,535	1,685,981	2,382	0	1,688,563	1,685,326	0	0	1,685,326
<b>Minimum Payment</b>											
GRV	455.00	17	7,735	7,735	0	0	7,735	7,735	0	0	7,735
UV	455.00	64	19,565	29,120	(455)	0	28,665	19,565	0	0	19,565
UV Mining	455.00	21	89,423	9,555	0	0	9,555	8,190	0	0	8,190
<b>Sub-Totals</b>		102	116,723	46,410	(455)	0	45,955	35,490	0	0	35,490
							1,734,318				1,720,816
<b>Discount</b>							(50,932)				(51,624)
<b>Amount from General Rates</b>							1,683,386				1,669,192
<b>Specified Area Rates</b>											
<b>Totals</b>							1,683,386				1,669,192

**Comments - Rating Information**



**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**10. INFORMATION ON BORROWINGS**

(a) Debenture Repayments

Particulars	Principal 01-Jul-18	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual \$	Amended Budget \$	Actual \$	Amended Budget \$	Actual \$	Amended Budget \$
Loan 127 Homes for the Aged (SSL)	67,155		32,111	6,274	35,044	60,881	2,685	2,773
Loan 125 Swimming Pool	218,521		9,050	18,402	209,471	200,119	7,299	14,295
Loan 128 Recreation Centre	698,802		14,192	28,758	684,610	670,044	18,379	36,384
Loan 129 Solar Panels	59,170		7,055	14,205	52,115	44,965	796	1,497
	1,043,648	0	62,408	67,639	981,240	976,009	29,158	54,949

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

The proposed new loan will assist in the extension of the Community Centre. This loan will only be drawn upon if other grant funding is received for the project.

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ended 31 December 2018

**Note 11: GRANTS AND CONTRIBUTIONS**

Program/Details GL	Grant Provider	2018-19 Amended Budget	Operating	Capital	Recoup Status	
					Received	Not Received
<b>GENERAL PURPOSE FUNDING</b>		\$	\$	\$	\$	\$
Grants Commission - General	WALGGC	435,685	435,685			
Grants Commission - Roads	WALGGC	614,795	614,795			
Ex Gratia Rates	CBH	14,187	14,187		14,187	
Instalment Fees		2,500	2,500			
<b>LAW, ORDER, PUBLIC SAFETY</b>						
FESA Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Serv.	14,000	14,000			
ESL Contribution	DFES	4,000	4,000			
CCTV Systems				50,000		
<b>Health</b>						
Doctor Surgery	NSRF	477,200		477,200		
<b>COMMUNITY AMENITIES</b>						
Community Service Centre	Fencepost	30,000		30,000		
	DRD	252,300		252,300	252,300	
Community Bus	Lotterwest	49,998		41,998	41,998	
<b>RECREATION AND CULTURE</b>						
Lesser Hall	Lotterywest	100,000		100,000		
<b>TRANSPORT</b>						
121: Direct Grant	Main Roads	105,000	105,000			
Regional Road Group	Main Roads	342,901		342,901		
Regional Road Group 17/18 balance	Main Roads	69,099		69,099		
R2R	Dept. Infrastructure	363,518		363,518		
WAINNDRA	Main Roads	4,254,020	4,254,020			
Grain Freight Network	Main Roads	1,632,000		1,020,000		
<b>ECONOMIC SERVICES</b>						
Skeleton Weed Funding	DAFFWA	140,000	140,000		140,000	
<b>TOTALS</b>		<b>8,901,203</b>	<b>5,584,187</b>	<b>2,747,016</b>	<b>603,483</b>	<b>0</b>
Operating		5,584,187			259,187	
Non-Operating		2,747,016			294,298	
		<u>8,331,203</u>			<u>553,485</u>	

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 December 2018**

**Note 12: TRUST FUND**

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

Description	Opening Balance 1 Jul 18	Amount Received	Amount Paid	Closing Balance 31-Dec-18
Wadderin Reserve	\$ 0	\$	\$	\$ 0
Sundry Deposits (SD)	1,800	450	(550)	1,700
Gym Card Bonds (T68)	6,538	2,300	(550)	8,288
Nominations	0			0
BCITF Levy	0			0
Building Services Levy	0	2,263	(2,140)	123
Joint Venture Bonds (JV)	2,350	1,710	(1,867)	2,193
Wheatbelt Railway Retention Alliance	8,981			8,981
	<b>19,669</b>	<b>6,723</b>	<b>(5,107)</b>	<b>21,285</b>

Level of Completion Indicators

- 0% ○
- 20% ○
- 40% ○
- 60% ○
- 80% ○
- 100% ●

SHIRE OF NAREMBEEN  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 31 December 2018

Note 13: CAPITAL ACQUISITIONS

Level of Completion Indicator	Infrastructure Assets	Amended Annual Budget	YTD Actual	Variance Under/(Over)	YTD 31
○	<b>Buildings</b>				
○	Law Order & Public Safety emergency Services Facility		9,185	(9,185)	0
	<b>Law &amp; Order Total</b>	0	9,185	(9,185)	0
	<b>Community Amenities</b>				
	Cemetery Entrance and Niche Wall upgrade	(137,373)	880	136,493	
	Community Shed - Replace Apron, Flashing & Roof Repairs	(7,000)	6,049	951	
	<b>Community Amenities Total</b>	(144,373)	6,929	137,444	
	<b>Health</b>				
	CRC & Medical Centre Extension	(1,250,000)	629,314	620,686	
	<b>Health Total</b>	(1,250,000)	629,314	620,686	
	<b>Housing</b>				
	10A Ada Street - Replace carpets	(5,000)	0	5,000	
	<b>Housing Total</b>	(5,000)	0	5,000	
	<b>Recreation And Culture</b>				
	Netball Fence Installation	(30,000)	23,705	6,295	
	Lesser Hall Interpretation Centre	(185,000)	0	185,000	
	Recreation Centre - Upgrade Gas HWS	(40,000)	0	40,000	
	Roads Board Building	(60,000)	0	60,000	
	<b>Recreation And Culture Total</b>	(315,000)	23,705	231,295	
	<b>Transport</b>				
	Depot Storage Shed Concrete Floor	(23,000)	25,338	48,338	
	<b>Transport Total</b>	(23,000)	25,338	0	
	<b>Other Property and Services</b>				
	Fire prevention		0	0	
	Numbats - Replace Floor	(15,000)	13,683	1,317	
	<b>Buildings Total</b>	(1,737,373)	708,155	965,240	



# Shire of Narembeen

## Bank Reconciliation - December 2018

	<u>Municipal</u>	<u>Restricted Cash</u>	<u>Reserves</u>	<u>Trust</u>
	5347926	0059637	5347900	5347934
	11590100	1590200	1595500	1591000
<b>Balance as per GL Cash at Bank GEN</b>	<b>\$ 983,751.32</b>	<b>\$ 4,791.00</b>	<b>\$ 2,457,384.86</b>	<b>\$ 21,461.96</b>
<b>Plus</b>				
Unpresented Cheques/EFT	584.03			-
<b>Outstanding as per Synergy report</b>	<b>584.03</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PLUS</b>				
kuhne, payment in error, to be refunded	379.82			657.40
Payment made - no paperwork - BOND taylor interest	433.04		3130.64	
Bupa	<b>6,323.00</b>			
Slade D	10,007.43			
Superannuation not processed at bank	800			
Trust Payment in Muni	<b>(14,437.00)</b>			<b>(800.00)</b>
January Receipting in Dec				
<b>TOTAL</b>	<b>3,506.29</b>	<b>0.00</b>	<b>3,130.64</b>	<b>(142.60)</b>
<b>Total</b>	<b>\$ 987,841.64</b>	<b>\$ 4,791.00</b>	<b>\$ 2,460,515.50</b>	<b>\$ 20,004.56</b>
<b>Balance as per BW Statement</b>	<b>\$ 987,841.64</b>	<b>\$ 4,791.00</b>	<b>\$ 2,460,515.50</b>	<b>\$ 20,004.56</b>
<b>Difference</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

OUTSTANDING CHEQUES

**Muni** 11034 \$ 5.52

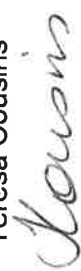
11064 \$ 300.00

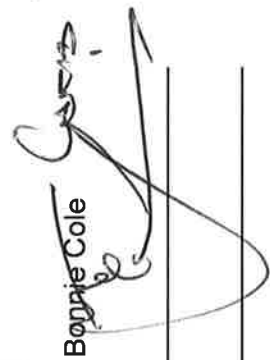
11065 \$ 210.00

\$ 584.03

**Trust**

\$ -

**Prepared By:** Teresa Cousins  
**Signed:**   
**Date:** 7/1/19

**Checked By:** Boppie Cole  
**Signed:**   
**Date:** \_\_\_\_\_

# Narembeen Community Resource Centre

Unit 2  
19 Churchill Street  
Narembeen 6369

## Balance Sheet

As of December 2018

12/02/2019  
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Assets	
Trading Cheque Account	\$80,484.29
Petty Cash	\$100.00
Cash Sale Float	\$100.00
Undeposited Funds	\$39.50
Term Deposit 917	\$65,000.00
Withholding Credits	
Trade Debtors	\$9,094.15
Total Withholding Credits	<u>\$9,094.15</u>
Total Assets	<u>\$154,817.94</u>
Liabilities	
Trade Creditors	\$119.30
Gym Bonds (Trust)	\$350.00
Gym Memberships	-\$770.98
Pop-up Shop	\$120.00
GST Liabilities	
GST Collected	\$11,163.82
GST Paid	-\$8,320.20
Total GST Liabilities	<u>\$2,843.62</u>
Total Liabilities	<u>\$2,661.94</u>
Net Assets	<u>\$152,156.00</u>
Equity	
Retained Earnings	\$99,673.84
Prior Year Adjustment	\$40.63
Current Earnings	\$52,441.53
Total Equity	<u>\$152,156.00</u>

# Narembeen Community Resource Centre

Unit 2

19 Churchill Street  
Narembeen 6369

## Profit & Loss Statement

July 2018 through December 2018

12/02/2019  
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Income		
Grants and Funding		
Service Contract Funding		
DRD Govt & Community Info	\$28,678.26	
DRD Economic & Business Dev	\$28,678.26	
DRD Hot Office Service	\$2,874.09	
DRD Social Development	\$13,737.57	
DRD - Traineeship Grant	\$38,500.00	
Dept Human Services	\$4,991.44	
Total Service Contract Funding	\$117,459.62	
Project/Event Funding		
S.O.C.K Week	\$2,000.00	
Shop Local	\$781.75	
Buy A Bale	\$10,901.00	
Total Project/Event Funding	\$13,682.75	
Merchandise Sales		
Souvenirs	\$6.00	
Directory Sales	\$873.30	
Customer Merchandise	\$3,289.32	
Total Merchandise Sales	\$4,168.62	
Total Grants and Funding	\$135,310.99	
Operational Income		
Narembeen Shire Contributions	\$3,600.00	
Memberships Income		
Membership	\$3,650.90	
Total Memberships Income	\$3,650.90	
Project Income		
Community Markets	\$245.43	
Networking Events	\$909.08	
Total Project Income	\$1,154.51	
Service Income		
Printing/Photocopying	\$4,750.88	
Photo Editing	\$20.00	
Fax Service	\$3.18	
Internet/Computer	\$103.24	
Room Hire/Hot Office	\$534.09	
Customer Postage	\$16.81	
Binding	\$31.82	
Staff Assistance	\$4,176.49	
Desktop Publishing	\$1,911.59	
Laminating	\$312.45	
Equipment Hire	\$151.81	
Media Conversion	\$10.00	
Photo Lab	\$20.91	
Large Format Printing	\$1,387.12	
Exam Supervision	\$348.36	
Donations	\$50.35	
Photography Competition	\$36.36	
Interest Income	\$1,303.87	
Total Service Income	\$15,169.33	
Workshop Income		
Adult Workshops	\$11,170.94	
Seniors Movie Days	\$68.82	
Children's Workshops	\$40.91	
Total Workshop Income	\$11,280.67	
Total Operational Income	\$34,855.41	
Total Income	\$170,166.40	

Cost of Sales

Shire of Narembeen Attachments

Ordinary Meeting of Council - 20th February 2019

232 of 277



# Narembeen Community Resource Centre

## Profit & Loss Statement

**July 2018 through December 2018**

12/02/2019  
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Printing	\$88.66	
Total Cost of Sales		\$88.66
Gross Profit		\$170,077.74
Expenses		
Grant and Funding Expenses		
Operational Expenses		
Traineeship	\$316.25	
Total Operational Expenses		\$316.25
Capital Funding Purchases		
Equipment Purchase	\$330.28	
Project/Event Expenses		
Other Grant Costs	\$342.73	
Community Markets	\$100.00	
Networking Events	\$49.40	
Xmas St Party	\$2,017.97	
John Curtain Weekend	\$538.71	
Buy a Bale	\$10,800.00	
Total Project/Event Expenses		\$13,848.81
Merchandise Purchases		
Directory Purchases	\$1,876.27	
Customer Merch Purchases	\$2,549.15	
Canvas Frames	\$300.00	
Total Merchandise Purchases		\$4,725.42
Total Grant and Funding Expenses		\$19,220.76
Operational Expenses		
Photocopying & Printing Costs	\$2,903.42	
Laminating Costs	\$125.78	
Workshop Expenses		
Adult Workshops	\$5,398.00	
Children's Workshops	\$71.94	
Seniors Movie Day	\$13.13	
Total Workshop Expenses		\$5,483.07
Administrative Expenses		
Advertising	\$61.82	
Bank Charges	\$547.80	
Electricity	\$1,375.59	
Postage	\$121.71	
Stationery	\$313.25	
Internet Costs	\$445.61	
Telephone/Fax	\$1,521.25	
Amenities	\$166.08	
Licences	\$84.27	
Memberships	\$350.00	
Total Administrative Expenses		\$4,987.38
Staff Expenses		
Wages & Salaries	\$77,074.61	
Superannuation	\$6,957.55	
Staff Travel & Accommodation	\$883.64	
Total Staff Expenses		\$84,915.80
Regional Price Index Costs		
Total Operational Expenses		\$98,415.45
Total Expenses		\$117,636.21
Net Profit/(Loss)		\$52,441.53

# SHIRE OF NAREMBEEN

## SCHEDULE OF ACCOUNTS SUBMITTED TO COUNCIL 20 FEBRUARY 2019

Chq/EFT	Date	Name	Description	Amount
EFT11752	03/01/2019	Digby Slade	GRADER HOURS - SOLDIERS & GRAY ROAD	\$ 6,323.00
EFT11753	07/01/2019	All Ways Foods	CLEANING	\$ 446.42
EFT11754	07/01/2019	Amy Hardham	SWIMMING POOL SESSIONS 7TH NOV TO 21 DEC	\$ 690.00
EFT11755	07/01/2019	Australian Services Union	Payroll deductions	\$ 73.70
EFT11756	07/01/2019	Chris Bray Electrics Pty Ltd	Office - install PE cell for night lights and disconnect existing time clock	\$ 663.30
EFT11757	07/01/2019	Cody Express Transport	freight charges for posts	\$ 65.98
EFT11758	07/01/2019	Easifleet	Payroll deductions	\$ 664.83
EFT11759	07/01/2019	Eastern Hills Saws And Mowers	brush cutter cord	\$ 69.00
EFT11760	07/01/2019	Hitachi Construction Machinery Pty Ltd	2 x rear view mirrors	\$ 449.39
EFT11761	07/01/2019	Irving Holdings WA	December Purchases	\$ 3,114.46
EFT11762	07/01/2019	LG Corporate Solutions	Meal at Theo & co during LG Professionals Conference	\$ 18.62
EFT11763	07/01/2019	LGIS Risk Management	regional risk Co-ordinator program 2018/19	\$ 4,567.20
EFT11764	07/01/2019	Market Creations	corporate gifts stubby holders and wine glasses and tumblers	\$ 3,850.00
EFT11765	07/01/2019	Merridin Toyota (avn Northam Pty Ltd)	plug and gasket for NB1	\$ 7.68
EFT11766	07/01/2019	Moore Stephens	budget manual 2018	\$ 660.00
EFT11767	07/01/2019	NORTHAM HOLDEN	touch up paint	\$ 25.30
EFT11768	07/01/2019	Narembeen Club Inc	WINE for function	\$ 213.60
EFT11769	07/01/2019	Narembeen Community Resource Centre	HONOUR BOARD SETUP AND DATA COLLECTION	\$ 6,461.60
EFT11770	07/01/2019	Narembeen Engineering And Steel Supplies	POOL FENCE LOCKS	\$ 385.00
EFT11771	07/01/2019	Narembeen Hardware and Ag Supplies	CAMLOCKS, NIPPLES, REDUCING BUS	\$ 912.65
EFT11772	07/01/2019	Narembeen Hardware and Ag Supplies - Building A/C	various purchases	\$ 354.38
EFT11773	07/01/2019	Narembeen Medical Centre	Locum Support 26.11.18 - 30.11.18	\$ 1,100.00
EFT11774	07/01/2019	P M Services Narembeen	Waste Facility Hours	\$ 2,496.00
EFT11775	07/01/2019	PC & JE Kennedy	Beer	\$ 1,075.00
EFT11776	07/01/2019	Pennant House	New Branding Flags	\$ 1,061.50
EFT11777	07/01/2019	Perfect Computer Solutions Pty Ltd	resolutions of issues and set up of CCTV	\$ 297.50
EFT11778	07/01/2019	Plus Architecture	project 80077 Feasibility / submission, balance	\$ 1,815.00
EFT11779	07/01/2019	Shire Of Bruce Rock	1200 litres of Emulsion 12.12.18	\$ 1,592.00
EFT11780	07/01/2019	Shire Of Kellerberrin	hire of road sweeper 13.12.18	\$ 1,622.36
EFT11781	07/01/2019	The Workwear Group Pty Ltd	Uniform - Sheree	\$ 70.41
EFT11782	07/01/2019	Toll Ipec Pty Ltd	freight charges - Hitachi	\$ 15.02
EFT11783	07/01/2019	WA Contract Ranger Services	Ranger services 4.12.18, 14.12.18 & 20.12.18	\$ 864.87

EFT11784	07/01/2019	Wheatbelt Business Network	Fee for Service governance	\$	2,299.00
EFT11785	07/01/2019	Bonnie Cole	Gym Card Refund	\$	50.00
EFT11786	07/01/2019	Brittany Duncan	Gym Card Bond Refund	\$	50.00
EFT11787	07/01/2019	Hillary Sedgwick	GYM CARD BOND REFUND TO HILLARY SEDGWICK	\$	50.00
EFT11788	07/01/2019	Kim Feldner	REFUND OF GYM CARD BOND TO KIM FELDNER	\$	50.00
EFT11789	07/01/2019	St John Ambulance Narembeen Sub-centre	BUS BOND REFUND ST JOHN AMBULANCE 2018	\$	100.00
EFT11790	17/01/2019	AMAC Mechanical	Repair Aircon NB Fire Truck	\$	233.20
EFT11791	17/01/2019	Ag Implements Narembeen	yellow spray paint	\$	83.73
EFT11792	17/01/2019	All Ways Foods	Cleaning materials (Kilbac, toilet roll paper, bin liners, 5l laundry liquid)	\$	264.83
EFT11793	17/01/2019	Arthur Cousins	Reimbursement for calibration for breathalyser	\$	93.50
EFT11794	17/01/2019	AusQ (WA) Pty Ltd T/A AusQ Training	Worksite Traffic Management - Reaccreditation for P Hills	\$	556.00
EFT11795	17/01/2019	Aust Post	Postage Charges December '18	\$	105.93
EFT11796	17/01/2019	Australian Services Union	Payroll deductions	\$	25.90
EFT11797	17/01/2019	Avon Waste	399 general waste services 4weeks	\$	14,193.49
EFT11798	17/01/2019	Boc Gases	Gases for depot	\$	78.60
EFT11799	17/01/2019	Budget Car and Truck Rental	hire of 4wd single cab for 3mths	\$	2,236.08
EFT11800	17/01/2019	Busselton City Construction Pty Ltd	Replace box gutter and install sheets	\$	15,290.00
EFT11801	17/01/2019	CJD Equipment Pty Ltd	clutch kit	\$	1,277.80
EFT11802	17/01/2019	Core Business Australia Pty Ltd	AGRN743 WANDRRA Claim 22 - November 2018	\$	61,873.96
EFT11803	17/01/2019	Corsign WA PTY LTD	Traffic Signs	\$	10,521.39
EFT11804	17/01/2019	Covs	fuel filter	\$	431.02
EFT11805	17/01/2019	Daimler Trucks Perth	tail light lens	\$	62.23
EFT11806	17/01/2019	Dorcas Clothing	bleaching, washing, ironing 6x table cloths	\$	30.00
EFT11807	17/01/2019	Easifleet	Payroll deductions	\$	664.83
EFT11808	17/01/2019	Gas-It Pipe Contracting	Provision of Road Traffic Management Plan as requested for Street Party	\$	440.00
EFT11809	17/01/2019	Hitachi Construction Machinery Pty Ltd	switch panel	\$	1,602.99
EFT11810	17/01/2019	INGS Engineering WA	Bowling Green Roller	\$	8,580.00
EFT11811	17/01/2019	Ixom	Chlorine Gas for Pool	\$	588.46
EFT11812	17/01/2019	Kim Gough	Catering for 26 people - Councillors Christmas Dinner Dec '18	\$	1,300.00
EFT11813	17/01/2019	Landgate	Rural UV interim valuation shared	\$	189.65
EFT11814	17/01/2019	Market Creations	Business Cards - Klint Stone	\$	165.00
EFT11815	17/01/2019	Multipoint Technologies Pty Ltd T/A Medshop Australia	Clinicart Anaesthetic Equipment Trolley	\$	1,489.73
EFT11816	17/01/2019	Narembeen IGA	Catering for Christmas functions and other meetings	\$	762.07
EFT11817	17/01/2019	Narembeen Engineering And Steel Supplies	angle + flat	\$	158.40
EFT11818	17/01/2019	Narembeen Hardware and Ag Supplies - Shire Workshop	20l chlorine	\$	750.83
EFT11819	17/01/2019	Narembeen Medical Centre	Medical Services Quarterly Fee Jan - Mar '19	\$	8,965.68
EFT11820	17/01/2019	Narembeen Shire Council	Private works on town site bypass	\$	115,720.00
EFT11821	17/01/2019	Narembeen Tyre service	Repair tyres	\$	30.00
EFT11822	17/01/2019	P M Services Narembeen	Waste Station Management Wages 29 Dec 18 - 11 Jan 19	\$	2,496.00

EFT11823	17/01/2019	Perfect Computer Solutions Pty Ltd	Monthly fee for Daily Monitoring, management etc.	\$	85.00
EFT11824	17/01/2019	Shire Of Corrigin	ROEEHO Roe Regional Environmental Health Services Scheme Oct - Dec '18	\$	9,383.68
EFT11825	17/01/2019	Synergy - Western Power	Electricity Charges 12 Dec 18 - 09 Jan 19 Payment No#5660509226	\$	14,266.05
EFT11826	17/01/2019	Toll Ipec Pty Ltd	Freight from McIntosh	\$	151.50
EFT11827	17/01/2019	Town Planning Innovations	General Planning Services (Avoca Farm Solar + Cusack Solar)	\$	990.00
EFT11828	17/01/2019	Waterman Irrigation	WI-SP-Support for Standpipes + WI-SP-Cloud Server Access	\$	1,411.85
EFT11829	17/01/2019	Westrac Equipment Pty Ltd	fuel tank filter	\$	87.32
EFT11830	23/01/2019	Absolute Office Interiors	Interior equipment for Medical Centre (Part payment 50% deposit)	\$	20,638.17
EFT11831	23/01/2019	Hotel Products Direct	6x new soap replacement dispensers	\$	85.72
EFT11832	31/01/2019	Australian Services Union	Payroll deductions	\$	73.70
EFT11833	31/01/2019	BGC Construction	Progress Claim No. 7 Narembeen Community Precinct Project#70647	\$	130,445.68
EFT11834	31/01/2019	Busselton City Construction Pty Ltd	General maintenance at 8 Cheetham Way (Prep walls, remove blinds, re paint inside, reinstate blinds)	\$	11,330.00
EFT11835	31/01/2019	Connelly Images	2x Narembeen boundary/entry signs	\$	1,276.00
EFT11836	31/01/2019	Copier Support	Printing Charges 23/11/18 - 24/01/19	\$	930.06
EFT11837	31/01/2019	Easifleet	Payroll deductions	\$	664.83
EFT11838	31/01/2019	Hanson Construction Materials Pty Ltd	276.98 to 14mm washed single size granite	\$	13,084.37
EFT11839	31/01/2019	Henry Schein Regional Pty Ltd	Monthly Digital remote IT Support	\$	35.00
EFT11840	31/01/2019	Hitachi Construction Machinery Pty Ltd	ripper arm	\$	869.66
EFT11841	31/01/2019	JR And A Hersey Pty Ltd	1000x Sand Bags	\$	1,650.00
EFT11842	31/01/2019	Joseph Collard	Excavator Hire + 2h labour (fix leak in front of airport in the middle of the road)	\$	1,133.00
EFT11843	31/01/2019	Kalamunda Sweeping	Sweeping of town streets 12h	\$	1,650.00
EFT11844	31/01/2019	LMW (WA) Pty Ltd	Specialised Valuation Report - Tampia Hill Mine + Solar Farm Avoca	\$	6,600.00
EFT11845	31/01/2019	Leeuwinn Civil Pty Ltd	AGRN743 Flood Recovery Works Progress Claim 18 - Dec 2018	\$	330,356.51
EFT11846	31/01/2019	Merredin Freightlines	Freight from IXOM (Chlorine Gas Bottle)	\$	676.19
EFT11847	31/01/2019	Merredin Toyota (avn Northam Pty Ltd)	Engine oil filter for hire ute	\$	29.27
EFT11848	31/01/2019	Narembeen Club Inc	2x Great Northern for Fire Services on 03/12/18	\$	216.80
EFT11849	31/01/2019	Narembeen Engineering And Steel Supplies	supply & install support posts	\$	462.00
EFT11850	31/01/2019	Narembeen Hotel	Drinks for Councillor + Staff Christmas Parties	\$	1,075.00
EFT11851	31/01/2019	Narembeen Shire Council	12mths vehicle licence registration renewal	\$	375.50
EFT11852	31/01/2019	Narembeen Tyre service	2x tyres	\$	2,640.00
EFT11853	31/01/2019	Ness Gas Supplies	45kg Gas Bottle for Caravan Park	\$	260.00
EFT11854	31/01/2019	P M Services Narembeen	Waste Station Manager Wages 12/01 - 25/01	\$	2,496.00
EFT11855	31/01/2019	Perfect Computer Solutions Pty Ltd	12mths worry free anti virus renewal x12	\$	540.00
EFT11856	31/01/2019	Spencer Signs	Entry Signs for new emergency services facility	\$	2,634.50
EFT11857	31/01/2019	Synergy - Western Power	Electricity Charges 07 Nov 18 - 09 Jan 19 Payment No#3687744324	\$	543.40
EFT11858	31/01/2019	Toll Ipec Pty Ltd	Freight from McIntosh & Sons	\$	190.93
EFT11859	31/01/2019	Total Country Landscaping	Bobcat Hire	\$	200.00
EFT11860	31/01/2019	Western Australian Treasury Corporation	Loan Guarantee fee period ending 31/12/18	\$	3,476.85
<b>TOTAL EFT PAYMENTS</b>				<b>\$</b>	<b>858,900.61</b>

Chq/EFT	Date	Name	Description	Amount
DD9815.1	10/01/2019	Australian Super	Superannuation contributions	\$ 912.52
DD9815.2	10/01/2019	WA Local Government Superannuation Plan	Superannuation contributions	\$ 7,800.21
DD9815.3	10/01/2019	CBUS Super	Superannuation contributions	\$ 471.51
DD9815.4	10/01/2019	Hostplus	Superannuation contributions	\$ 400.81
DD9815.5	10/01/2019	Prime Superannuation Fund	Superannuation contributions	\$ 229.71
DD9815.6	10/01/2019	Plum Super Fund	Superannuation contributions	\$ 229.71
DD9815.7	10/01/2019	The Tudor Superannuation Fund Wogarl Pastoral Company Pty Ltd	Superannuation contributions	\$ 136.80
DD9815.8	10/01/2019	AMP Life Limited	Superannuation contributions	\$ 241.11
DD9815.9	10/01/2019	IOOF Employer Super	Superannuation contributions	\$ 321.98
DD9828.1	01/01/2019	Westnet Pty Ltd	Westnet email costs from 30.11.18 - 30.11.19 for wn Narembreen shire	\$ 131.04
DD9828.2	11/01/2019	Commander Australia Pty Ltd	Admin Phone Charges	\$ 68.51
DD9828.3	18/01/2019	Power ICT Pty Ltd	On Hold Charges	\$ 75.90
DD9828.4	14/01/2019	Bankwest	Credit cards purchases , food, towels, gifts, plate remakes	\$ 1,433.87
DD9833.1	24/01/2019	Australian Super	Superannuation contributions	\$ 904.02
DD9833.10	24/01/2019	IOOF Employer Super	Superannuation contributions	\$ 321.98
DD9833.2	24/01/2019	WA Local Government Superannuation Plan	Superannuation contributions	\$ 7,814.77
DD9833.3	24/01/2019	CBUS Super	Superannuation contributions	\$ 471.51
DD9833.4	24/01/2019	West State Super	Payroll deductions	\$ 102.77
DD9833.5	24/01/2019	Hostplus	Superannuation contributions	\$ 298.04
DD9833.6	24/01/2019	Prime Superannuation Fund	Superannuation contributions	\$ 122.57
DD9833.7	24/01/2019	Plum Super Fund	Superannuation contributions	\$ 229.71
DD9833.8	24/01/2019	The Tudor Superannuation Fund Wogarl Pastoral Company Pty Ltd	Superannuation contributions	\$ 228.00
DD9833.9	24/01/2019	AMP Life Limited	Superannuation contributions	\$ 241.11
DD9847.1	31/01/2019	BUPA Australia	DD Health Insurance CEO	\$ 433.40
<b>TOTAL DIRECT DEBIT PAYMENTS</b>				<b>\$ 23,621.56</b>

Chq/EFT	Date	Name	Description	Amount
11067	07/01/2019	Narembreen Pharmacy	document frame	\$ 9.95
11068	07/01/2019	Telstra	telephone charges 10.12.18 - 9.1.19	\$ 53.94
11069	07/01/2019	Water Corporation	STANDPIPE WATER AT LATHAM ROAD	\$ 1,353.56
11070	17/01/2019	Telstra	Phone + internet charges up to 24 Dec 18	\$ 1,781.54
11071	17/01/2019	Water Corporation	Water Charges Kondinin-Narembreen Rd Standpipe12 Nov 18 - 11 Jan 2019	\$ 116.39
11072	31/01/2019	Telstra	Phone Charges up to 09 Jan 19	\$ 53.94
<b>TOTAL CHEQUE PAYMENTS</b>				<b>\$ 3,369.32</b>
<b>TOTAL MUNICIPAL PAYMENTS</b>				<b>\$ 885,891.49</b>

Chq/EFT	Date	Name	Description	Amount
EFT11785	07/01/2019	Bonnie Cole	Gym Card Refund	\$ 50.00

EFT11786	07/01/2019	Brittany Duncan	Gym Card Bond Refund	\$	50.00
EFT11787	07/01/2019	Hillary Sedgwick	GYM CARD BOND REFUND TO HILLARY SEDGWICK	\$	50.00
EFT11788	07/01/2019	Kim Feldner	REFUND OF GYM CARD BOND TO KIM FELDNER	\$	50.00
EFT11789	07/01/2019	St John Ambulance Narembeen Sub-centre	BUS BOND REFUND ST JOHN AMBULANCE 2018	\$	100.00
<b>TOTAL TRUST PAYMENTS</b>				<b>\$</b>	<b>300.00</b>

Chq/EFT	Date	Name	Description	Amount
00023360	3/01/2019	Australia Post	Postage Charges	\$ 25.60
00023349	7/01/2019	IGA	Shopping for Seniors Moviem Christmas Street Party & Staff	\$ 98.15
00023350	7/01/2019	Team Digital	Pearl Smooth A4 Photo Paper	211.22
00023351	7/01/2019	Narembeen Hardware & Ag Supplies	2x 50litre plastic stoprage boxes	\$ 21.82
00023352	11/01/2019	A-Team Printing	Client Merchandise	\$ 91.00
00023353	11/01/2019	Bernie Drag	Canvas Framing	\$ 140.00
00023354	11/01/2019	Keen Bros	Truck Licence Training	\$ 7,886.36
00023355	11/01/2019	Australia Post	Postage Charges	\$ 9.07
00023358	12/01/2019	Telstra	Phone Charges	\$ 144.42
00023356	15/01/2019	Navada Computers	It Services for 12 months	\$ 3,854.55
00023357	17/01/2019	Shire of Narembeen	Reimbursement for CRC Staff Salaries & Superanuation	\$ 11,290.50
00023361	21/01/2019	A-Team Printing	Client Merchandise + Narembeen Visitor Maps	\$ 1,266.45
00023359	24/01/2019	Synergy	Electricity Charges	\$ 350.36
<b>TOTAL CRC PAYMENTS</b>				<b>\$ 25,389.50</b>



**Credit Card Purchases - 3 January 2019 - 01 February 2019**

CEO

Date	Store	Description	Amount
07-Jan	Landgate	Survey for lot 27984 7 23032 (ponyclub)	\$ 51.40
07-Jan	Shire of Narembreen	Registration NB806 & 111NB	\$ 778.25
30-Jan	The Educational Experience	Crocodile wall panelling	\$ 503.80
30-Jan	Office works	Floormats, bins, whiteboard and feltboard	\$ 832.20
30-Jan	Slimline Warehouse	2 x brochure holders	\$ 691.79

<b>CEO Credit Card Payments</b>	<b>\$ 2,857.44</b>
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032BC3C 000120 (053N)

CARD ADMINISTRATOR  
SHIRE OF NAREMBEEN  
1 LONGHURST ST  
NAREMBEEN WA 6369

Account Name **SHIRE OF NAREMBEEN**

Period **3 Jan 19 - 1 Feb 19**

Facility Limit **\$10,000**

To pay by cheque, simply detach this cut off slip and refer to the instructions overleaf on how to return to Bankwest.

**YOUR ACCOUNT SUMMARY**

<b>Opening Balance</b>	<b>\$623.20</b>
Purchases	\$0.00
Withdrawals	\$0.00
(Cash Advances & Balance Transfers)	
Interest & Other Charges	\$0.00
Payments & Other Credits	\$623.20 CR
<b>Closing Balance</b>	<b>\$0.00</b>

**PAYMENT REQUIRED**

Account Name	<b>SHIRE OF NAREMBEEN</b>
Account Number	<b>5586 0290 5109 4225</b>
Payment Due Date	21 Feb 19
Minimum Payment	\$0.00
<b>For details on how to make payments please see over</b>	

**YOUR CARDHOLDER ACTIVITY SUMMARY**

Name	Account	Spending Limit	Purchases & Withdrawals	Interest & Other Charges	Payments & Other Credits
BILLING ACCOUNT	5586029051094225		\$0.00	\$0.00	\$623.20 CR
<b>TOTAL</b>		<b>\$10,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$623.20 CR</b>

**YOUR INTEREST RATES**

Purchases	17.99% p.a.	Balance Transfers	17.99% p.a.	Cash	17.99% p.a.
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**YOUR TRANSACTION SUMMARY**

Date	Description	Debit	Credit
22 JAN 19	PERIODICAL PAYMENTS 06		\$623.20
<b>Total</b>		<b>\$0.00</b>	<b>\$623.20 CR</b>

**REVIEWED**

**APPROVED**





032BC3C 000119 (053N)

CARD ADMINISTRATOR  
SHIRE OF NAREMBEEN  
1 LONGHURST ST  
NAREMBEEN WA 6369

Account Name **SHIRE OF NAREMBEEN**

Period **3 Jan 19 - 1 Feb 19**

Facility Limit **\$10,000**

To pay by cheque, simply detach this cut off slip and refer to the instructions overleaf on how to return to Bankwest.

**YOUR ACCOUNT SUMMARY**

<b>Opening Balance</b>	<b>\$810.87</b>
Purchases	\$2,857.44
Withdrawals	\$0.00
(Cash Advances & Balance Transfers)	
Interest & Other Charges	\$0.00
Payments & Other Credits	\$810.87 CR
<b>Closing Balance</b>	<b>\$2,857.44</b>

**PAYMENT REQUIRED**

Account Name	<b>SHIRE OF NAREMBEEN</b>
Account Number	<b>5586 0290 5108 5264</b>
Payment Due Date	21 Feb 19
Minimum Payment	\$57.14
For details on how to make payments please see over	

**YOUR CARDHOLDER ACTIVITY SUMMARY**


Name	Account	Spending Limit	Purchases & Withdrawals	Interest & Other Charges	Payments & Other Credits
BILLING ACCOUNT	5586029051085264		\$0.00	\$0.00	\$810.87 CR
JACKSON,CHRISTOPHER G	5586020788115284	\$10,000.00	\$2,857.44	\$0.00	\$0.00
<b>TOTAL</b>		<b>\$10,000.00</b>	<b>\$2,857.44</b>	<b>\$0.00</b>	<b>\$810.87 CR</b>

**YOUR INTEREST RATES**

Purchases	17.99% p.a.	Balance Transfers	17.99% p.a.	Cash	17.99% p.a.
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**YOUR TRANSACTION SUMMARY**

Date	Description	Debit	Credit
22 JAN 19	PERIODICAL PAYMENTS 06		\$810.87
<b>Total</b>		<b>\$0.00</b>	<b>\$810.87 CR</b>

  
**REVIEWED**

  
**APPROVED**

032BC3C 000119 000379



032BC3C 000119 (053N)

MR CHRISTOPHER G JACKSON  
SHIRE OF NAREMBEEN  
1 LONGHURST ST  
NAREMBEEN WA 6369

Account Number **5586 0207 8811 5284**

Period **3 Jan 19 - 1 Feb 19**

Monthly Spend Limit **\$10,000**

SUMMARY OF YOUR SPEND	
Purchases	<b>\$2,857.44</b>
Cash Advances & Balance Transfers	<b>\$0.00</b>

YOUR TRANSACTION SUMMARY					
Date	Description			Debit	Credit
07 JAN 19	LANDGATE	MIDLAND		\$51.40	✓
07 JAN 19	SHIRE OF NAREMBEEN	NAREMBEEN		\$778.25	✓
30 JAN 19	THE EDUCATIONAL EXP	NEWCASTLE	NSW	\$503.80	✓
30 JAN 19	OFWKS ONLINE BENTLEIGH	E 03	AUS	\$832.20	✓
30 JAN 19	SLIMLINE WAREHOUSE	BROADMEADOWS	VIC	\$691.79	✓
<b>Total</b>				<b>\$2,857.44</b>	<b>\$0.00</b>

**SHIRE OF NAREMBEEN**  
**MONTHLY FINANCIAL REPORT**  
**For the Period Ended 31 January 2019**

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

**TABLE OF CONTENTS**

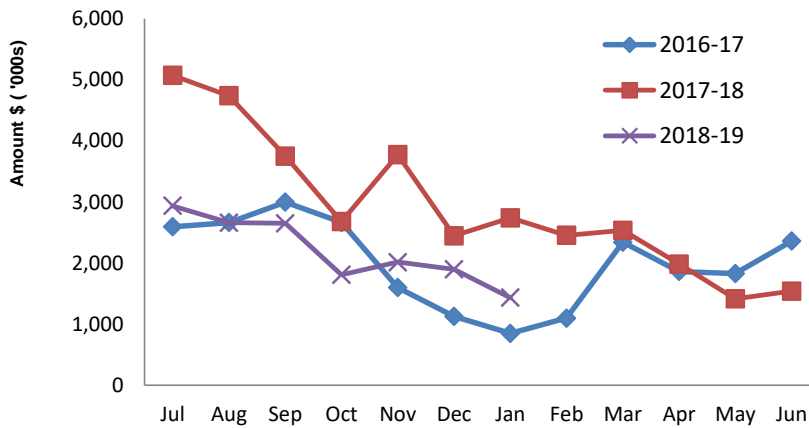
Compilation Report	
Monthly Summary Information	
Statement of Financial Activity by Program	
Statement of Financial Activity By Nature or Type	
Statement of Budget Amendments	
Note 1	Significant Accounting Policies
Note 2	Explanation of Material Variances
Note 3	Net Current Funding Position
Note 4	Cash and Investments
Note 5	Budget Amendments
Note 6	Receivables
Note 7	Cash Backed Reserves
Note 8	Capital Disposals
Note 9	Rating Information
Note 10	Information on Borrowings
Note 11	Grants and Contributions
Note 12	Trust
Note 13	Capital Expenditure

# Shire of Narembeen

## Monthly Summary Information

For the Period Ended 31 January 2019

**Liquidity Over the Year (Refer Note 3)**



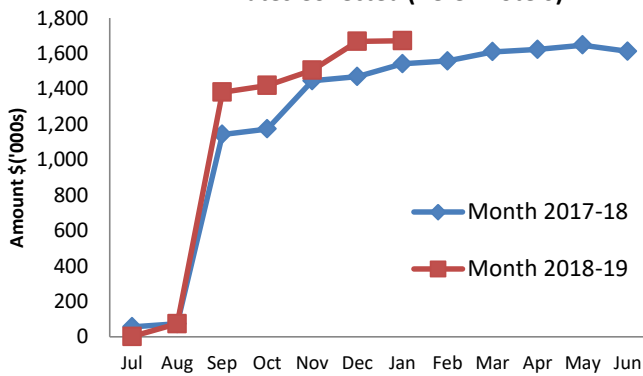
**Cash and Cash Equivalents  
as at period end**

Unrestricted	\$	1,331,380
Restricted	\$	2,463,650
		\$ 3,795,031

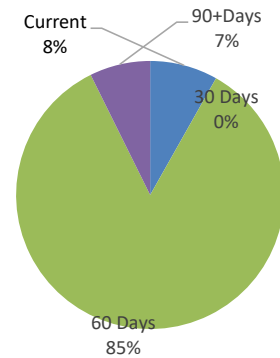
**Receivables**

Rates	\$	209,441
Other	\$	212,086
		\$ 421,526

**Rates Collected (Refer Note 4)**



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

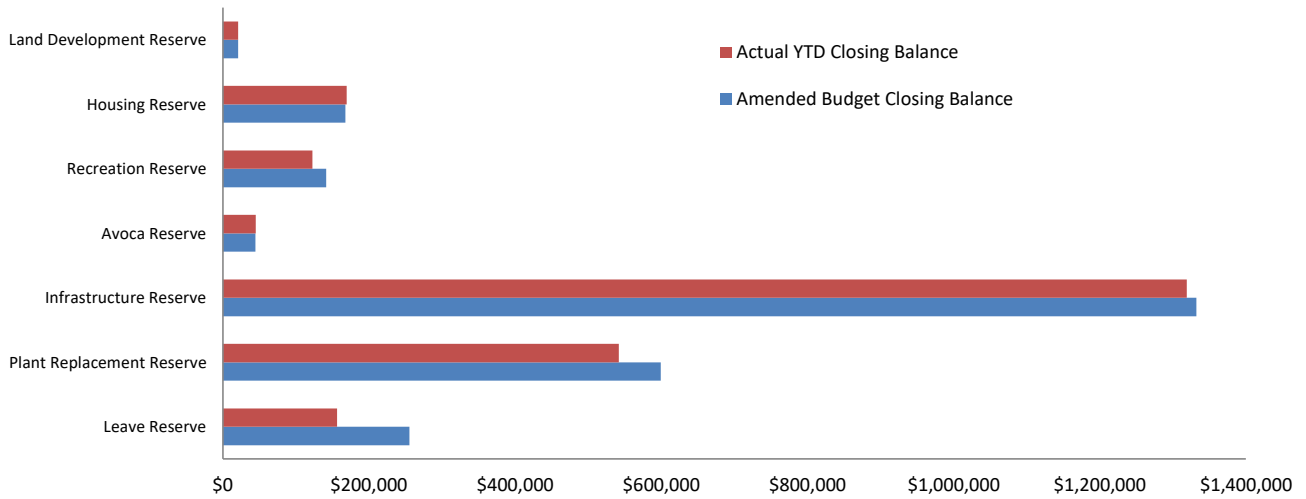


**Comments**

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

**Shire of Narembeen**  
**Monthly Summary Information**  
 For the Period Ended 31 January 2019

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



**Comments**

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

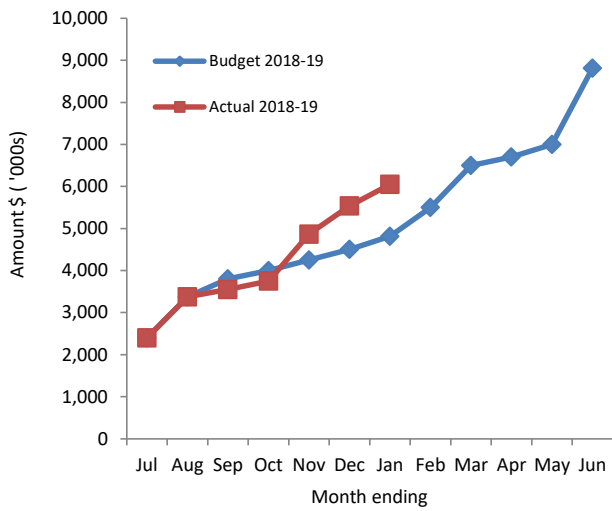
# Shire of Narembeen

## Monthly Summary Information

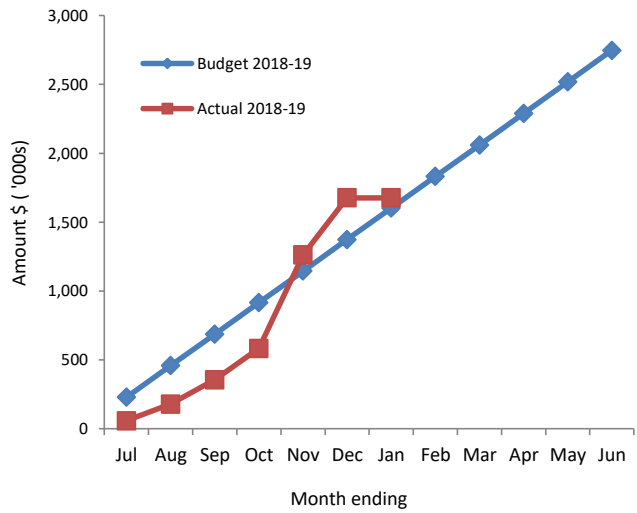
For the Period Ended 31 January 2019

### Revenues

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

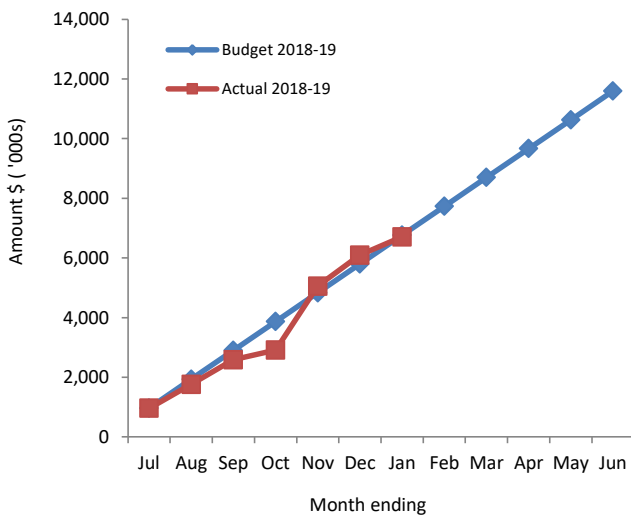


**Budget Capital Revenue -v- Actual (Refer Note 2)**

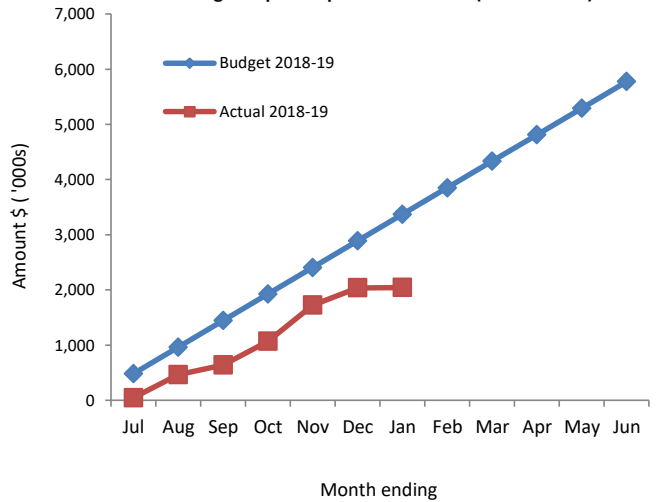


### Expenditure

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



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



### Comments

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

## **Report Purpose**

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

## **Overview**

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

## **Statement of Financial Activity by reporting program**

Is presented on page 6 and shows a surplus as at 31 January 2019 of \$1,432,430.

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

## **Preparation**

Prepared by: Rachael Moore

Reviewed by: Chris Jackson

Date prepared: 01-Feb-19

**SHIRE OF NAREMBEEN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(Statutory Reporting Program)**  
**For the Period Ended 31 January 2019**

	Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
<b>Operating Revenues</b>		\$	\$	\$	\$	%	
Governance		44,000	25,655	54,089	28,434	110.83%	▲
General Purpose Funding - Rates	9	1,669,192	1,669,192	1,672,698	3,506	0.21%	
General Purpose Funding - Other		1,156,467	(20,923)	573,079	594,002	(2838.99%)	
Law, Order and Public Safety		71,166	(116,842)	66,551	183,393	(156.96%)	
Health		0	0	0	0		
Housing		120,793	71,717	68,619	(3,098)	(4.32%)	
Community Amenities		462,747	180,419	232,972	52,553	29.13%	▲
Recreation and Culture		57,005	41,564	28,090	(13,474)	(32.42%)	
Transport		4,359,520	2,383,036	2,446,641	63,605	2.67%	
Economic Services		256,800	149,772	209,498	59,726	39.88%	▲
Other Property and Services		667,007	389,046	700,687	311,641	80.10%	▲
<b>Total Operating Revenue</b>		<b>8,864,697</b>	<b>4,772,636</b>	<b>6,052,927</b>	<b>1,280,290</b>		
<b>Operating Expense</b>							
Governance		(364,779)	(228,846)	(349,657)	(120,811)	(52.79%)	▼
General Purpose Funding		(117,860)	(68,740)	(35,657)	33,083	48.13%	▲
Law, Order and Public Safety		(210,201)	(122,824)	(119,840)	2,984	2.43%	
Health		(171,933)	(100,511)	(83,285)	17,226	17.14%	▲
Housing		(198,966)	(117,484)	(99,900)	17,584	14.97%	▲
Community Amenities		(814,547)	(482,059)	(292,537)	189,522	39.32%	▲
Recreation and Culture		(1,191,014)	(702,801)	(664,100)	38,701	5.51%	
Transport		(7,582,040)	(4,455,021)	(4,584,154)	(129,133)	(2.90%)	
Economic Services		(507,202)	(301,774)	(222,151)	79,623	26.39%	▲
Other Property and Services		(450,417)	(236,582)	(498,425)	(261,843)	(110.68%)	▼
<b>Total Operating Expenditure</b>		<b>(11,608,959)</b>	<b>(6,816,642)</b>	<b>(6,949,706)</b>	<b>(133,064)</b>		
<b>Funding Balance Adjustments</b>							
Add back Depreciation		3,825,297	2,231,369	1,677,080	(554,289)	(24.84%)	▼
Adjust (Profit)/Loss on Asset Disposal	8	(36,698)	0	(81,250)	(81,250)		
Adjust Provisions and Accruals		0		0	0		
<b>Net Cash from Operations</b>		<b>1,044,337</b>	<b>187,363</b>	<b>699,051</b>	<b>511,687</b>		
<b>Capital Revenues</b>							
Grants, Subsidies and Contributions	11	2,747,016	1,590,579	1,567,023	(23,556)	(1.48%)	
Proceeds from Disposal of Assets	8	200,280	0	110,000	110,000		▲
<b>Total Capital Revenues</b>		<b>2,947,296</b>	<b>1,590,579</b>	<b>1,677,023</b>	<b>86,444</b>		
<b>Capital Expenses</b>							
Land and Buildings	13	(1,737,373)	(873,837)	(873,837)	0	0.00%	
Infrastructure - Roads	13	(2,795,393)	(947,284)	(947,284)	0	0.00%	
Plant and Equipment	13	(1,136,249)	(561,586)	(561,586)	0	0.00%	
Furniture and Equipment	13	(90,000)	(20,341)	(20,341)	0	0.00%	
<b>Total Capital Expenditure</b>		<b>(5,759,015)</b>	<b>(2,403,048)</b>	<b>(2,403,048)</b>	<b>0</b>		
<b>Net Cash from Capital Activities</b>		<b>(2,811,719)</b>	<b>(812,469)</b>	<b>(726,025)</b>	<b>86,444</b>		
<b>Financing</b>							
Proceeds from New Debentures			0	0	0		
Proceeds from Advances		0	0	0	0		
Self-Supporting Loan Principal		6,275	0	32,111	32,111		
Transfer from Reserves	7	572,373	0	0	0		
Advances to Community Groups		0	0	0	0		
Repayment of Debentures	10	(67,639)	(62,408)	(62,408)	0	0.00%	
Transfer to Reserves	7	(222,011)	(21,759)	(21,759)	0	0.00%	
<b>Net Cash from Financing Activities</b>		<b>288,998</b>	<b>(84,167)</b>	<b>(52,056)</b>	<b>32,111</b>		
<b>Net Operations, Capital and Financing</b>		<b>(1,478,384)</b>	<b>(709,272)</b>	<b>(79,030)</b>	<b>630,242</b>		
<b>Opening Funding Surplus(Deficit)</b>	3	<b>1,493,384</b>	<b>1,493,384</b>	<b>1,511,460</b>	<b>18,076</b>		
<b>Closing Funding Surplus(Deficit)</b>	3	<b>15,000</b>	<b>784,112</b>	<b>1,432,430</b>	<b>648,318</b>		

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

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



**SHIRE OF NAREMBEEN**  
**STATEMENT OF FINANCIAL ACTIVITY**  
**(By Nature or Type)**  
**For the Period Ended 31 January 2019**

	Note	Amended Annual Budget	YTD Actual (b)
<b>Operating Revenues</b>		\$	\$
Rates	9	1,669,192	1,672,698
Operating Grants, Subsidies and Contributions	11	5,917,036	3,258,393
Fees and Charges		1,151,926	982,140
Service Charges		0	
Interest Earnings		79,800	55,910
Other Revenue		0	2
Profit on Disposal of Assets	8	46,743	83,783
Total Operating Revenue		8,864,697	6,052,927
<b>Operating Expense</b>			
Employee Costs		(1,929,582)	(1,255,618)
Materials and Contracts		(5,310,774)	(3,688,731)
Utility Charges		(253,550)	(123,673)
Depreciation on Non-Current Assets		(3,825,297)	(1,434,038)
Interest Expenses		(54,949)	(17,093)
Insurance Expenses		(195,262)	(183,103)
Other Expenditure		(29,500)	(1,876)
Loss on Disposal of Assets	8	(10,045)	(2,533)
Total Operating Expenditure		(11,608,959)	(6,706,664)
<b>Funding Balance Adjustments</b>			
Add back Depreciation		3,825,297	1,434,038
Adjust (Profit)/Loss on Asset Disposal	8	(36,698)	(81,250)
Adjust Provisions and Accruals		0	0
Net Cash from Operations		1,044,337	699,051
<b>Capital Revenues</b>			
Grants, Subsidies and Contributions	11	2,747,016	1,567,023
Proceeds from Disposal of Assets	8	200,280	110,000
Total Capital Revenues		2,947,296	1,677,023
<b>Capital Expenses</b>			
Land and Buildings	13	(1,737,373)	(873,837)
Infrastructure - Roads	13	(2,795,393)	(947,284)
Plant and Equipment	13	(1,136,249)	(561,586)
Furniture and Equipment	13	(90,000)	(20,341)
Total Capital Expenditure		(5,759,015)	(2,403,048)
Net Cash from Capital Activities		(2,811,719)	(726,025)
<b>Financing</b>			
Proceeds from New Debentures		0	0
Proceeds from Advances		0	0
Self-Supporting Loan Principal		6,275	32,111
Transfer from Reserves	7	572,373	0
Advances to Community Groups		0	0
Repayment of Debentures	10	(67,639)	(62,408)
Transfer to Reserves	7	(222,011)	(21,759)
Net Cash from Financing Activities		288,998	(52,056)
Net Operations, Capital and Financing		(1,478,384)	(79,030)
<b>Opening Funding Surplus(Deficit)</b>	3	1,493,384	1,511,460
<b>Closing Funding Surplus(Deficit)</b>	3	15,000	1,432,430

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

**SHIRE OF NAREMBEEN**  
**STATEMENT OF BUDGET AMENDMENTS**  
**(Statutory Reporting Program)**  
**For the Period Ended 31 January 2019**

	Adopted Budget	Adopted Budget Amendments (Note 5)	Amended Annual Budget
<b>Operating Revenues</b>	\$	\$	\$
Governance	44,000		44,000
General Purpose Funding - Rates	1,669,192		1,669,192
General Purpose Funding - Other	1,156,467		1,156,467
Law, Order and Public Safety	71,166		71,166
Housing	120,793		120,793
Community Amenities	462,747		462,747
Recreation and Culture	57,005		57,005
Transport	4,359,520		4,359,520
Economic Services	256,800		256,800
Other Property and Services	667,007		667,007
Total Operating Revenue	8,864,697	0	8,864,697
<b>Operating Expense</b>			
Governance	(364,779)	(16,188)	(380,967)
General Purpose Funding	(117,860)		(117,860)
Law, Order and Public Safety	(210,201)		(210,201)
Health	(171,933)		(171,933)
Housing	(198,966)		(198,966)
Community Amenities	(814,547)		(814,547)
Recreation and Culture	(1,191,014)		(1,191,014)
Transport	(7,582,040)		(7,582,040)
Economic Services	(507,202)		(507,202)
Other Property and Services	(450,417)		(450,417)
Total Operating Expenditure	(11,608,959)	(16,188)	(11,625,147)
<b>Funding Balance Adjustments</b>			
Add back Depreciation	3,825,297		3,825,297
Adjust (Profit)/Loss on Asset Disposal	(36,698)		(36,698)
Adjust Provisions and Accruals			0
Net Cash from Operations	1,044,337	(16,188)	1,028,149
<b>Capital Revenues</b>			
Grants, Subsidies and Contributions	2,747,016		2,747,016
Proceeds from Disposal of Assets	200,280		200,280
Total Capital Revenues	2,947,296	0	2,947,296
<b>Capital Expenses</b>			
Land Held for Resale	0		0
Land and Buildings	(1,737,373)		(1,737,373)
Infrastructure - Roads	(2,795,393)		(2,795,393)
Infrastructure - Public Facilities	0	(30,000)	(30,000)
Infrastructure - Footpaths	0		0
Infrastructure - Drainage	0		0
Heritage Assets	0		0
Plant and Equipment	(1,136,249)		(1,136,249)
Furniture and Equipment	(90,000)		(90,000)
Total Capital Expenditure	(5,759,015)	(30,000)	(5,789,015)
Net Cash from Capital Activities	(2,811,719)	(30,000)	(2,841,719)
<b>Financing</b>			
Proceeds from New Debentures			0
Self-Supporting Loan Principal	6,275		6,275
Transfer from Reserves	572,373		572,373
Repayment of Debentures	(67,639)		(67,639)
Transfer to Reserves	(222,011)	0	(222,011)
Net Cash from Financing Activities	288,998	0	288,998
Net Operations, Capital and Financing	(1,478,384)	(46,188)	(1,524,572)
Opening Funding Surplus(Deficit)	1,493,384		1,493,384
Closing Funding Surplus(Deficit)	15,000	(46,188)	(31,188)

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**1. SIGNIFICANT ACCOUNTING POLICIES**

**(a) Basis of Accounting**

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

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

**Critical Accounting Estimates**

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

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

**(b) The Local Government Reporting Entity**

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

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

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

**(c) Rounding Off Figures**

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

**(d) Rates, Grants, Donations and Other Contributions**

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

**(e) Goods and Services Tax**

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

Receivables and payables are stated inclusive of GST receivable or payable.

The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(f) Cash and Cash Equivalents**

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

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

**(g) Trade and Other Receivables**

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

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

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

**(h) Inventories**

***General***

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

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

***Land Held for Resale***

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

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

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

**(i) Fixed Assets**

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

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(j) Depreciation of Non-Current Assets**

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

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

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

**(k) Trade and Other Payables**

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

**(l) Employee Benefits**

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

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

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

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

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(m) Interest-bearing Loans and Borrowings**

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

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

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

***Borrowing Costs***

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

**(n) Provisions**

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

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

**(o) Current and Non-Current Classification**

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(p) Nature or Type Classifications**

**Rates**

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

**Operating Grants, Subsidies and Contributions**

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

**Non-Operating Grants, Subsidies and Contributions**

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

**Profit on Asset Disposal**

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

**Fees and Charges**

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

**Service Charges**

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

**Interest Earnings**

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

**Other Revenue / Income**

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

**Employee Costs**

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

**Materials and Contracts**

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

**Utilities (Gas, Electricity, Water, etc.)**

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

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(q) Nature or Type Classifications (Continued)**

**Insurance**

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

**Loss on asset disposal**

Loss on the disposal of fixed assets.

**Depreciation on non-current assets**

Depreciation expense raised on all classes of assets.

**Interest expenses**

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

**Other expenditure**

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

**(r) Statement of Objectives**

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

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

*"A wonderful place to live, work, invest and visit with the community working together to achieve shared objectives"*

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

*"Economic: A strong, resilient and balanced economy.*

*Environment: Our unique natural and built environment is protected and enhanced.*

*Social: Our community enjoys a high quality of life.*

*Civic Leadership: A collaborative and engaged community."*

**(s) Reporting Programs**

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

**GOVERNANCE**

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

**GENERAL PURPOSE FUNDING**

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

**LAW, ORDER, PUBLIC SAFETY**

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

**HEALTH**

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



**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**1. SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**(s) Reporting Programs (Continued)**

**HOUSING**

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

**COMMUNITY AMENITIES**

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

**RECREATION AND CULTURE**

Parks, gardens and recreation reserves, library services, television and radio re-broadcasting, swimming facilities, walk trails, youth recreation, Shark Bay World Heritage Discovery and Visitor Centre, boat ramps, foreshore, public halls and Shark Bay Recreation Centre.

**TRANSPORT**

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

**ECONOMIC SERVICES**

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

**OTHER PROPERTY & SERVICES**

Plant works, plant overheads and stock of materials.

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

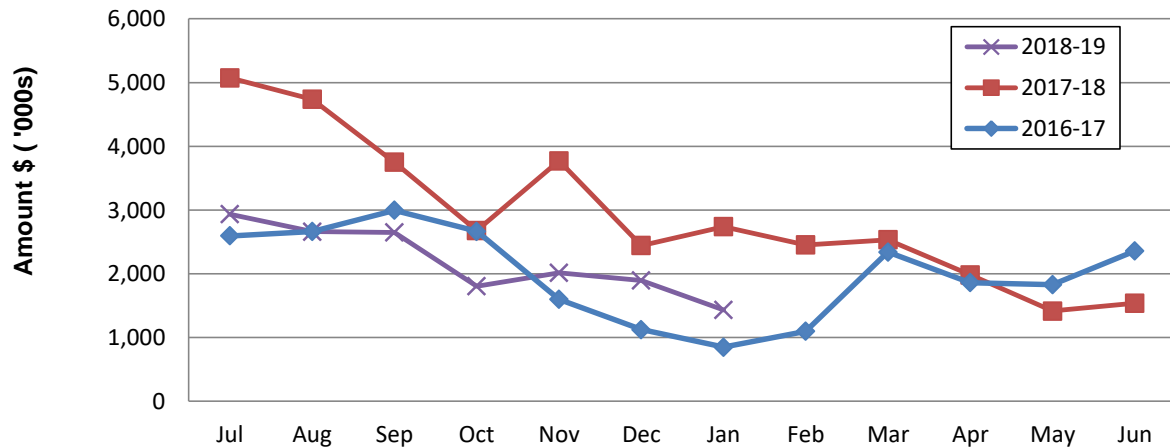
**Note 2: EXPLANATION OF MATERIAL VARIANCES BY REPORTING PROGRAM**

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
<b>Operating Revenues</b>	\$	%			
Governance	28,434	110.83%	▲	permanent	insurance reimbursements
General Purpose Funding - Rates	3,506	0.21%			
General Purpose Funding - Other	594,002	(2838.99%)		Timing	Timing profile error
Law, Order and Public Safety	183,393	(156.96%)		Timing	ESL raised with rates and grant for CCTV
Health	0				
Housing	(3,098)	(4.32%)			
Community Amenities	52,553	29.13%	▲	Timing	Rubbish raised with rates
Recreation and Culture	(13,474)	(32.42%)		Timing	
Transport	63,605	2.67%		Timing	WANDRRA Funding
Economic Services	59,726	39.88%	▲	Timing	Skeleton weed funding received
Other Property and Services	311,641	80.10%	▲	Timing	Private Works - GFN
<b>Operating Expenditure</b>					
Governance	(120,811)	(52.79%)	▼	Timing	Reallocations not performed
General Purpose Funding	33,083	48.13%	▲	Timing	Discount allowed allocated
Law, Order and Public Safety	2,984	2.43%			
Health	17,226	17.14%	▲	Timing	Administration Allocations not run
Housing	17,584	14.97%	▲		
Community Amenities	189,522	39.32%	▲	Timing	CRC expenses not included yet.
Recreation and Culture	38,701	5.51%			
Transport	(129,133)	(2.90%)			
Economic Services	79,623	26.39%	▲	Permanent	Admin Allocations not yet run.
Other Property and Services	(261,843)	(110.68%)	▼		Private Works Undertaken - GFN Program

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
For the Period Ended 31 January 2019

**Note 3: NET CURRENT FUNDING POSITION**

		Positive=Surplus (Negative=Deficit)		
		YTD 31 Jan	Previous Period	Same Period
		2019		Last year
		\$	\$	\$
<b>Current Assets</b>				
Cash Unrestricted	4	1,331,380	1,652,436	2,341,613
Cash Restricted	4	2,463,650	2,457,385	2,144,861
Receivables - Rates	6	209,441	297,594	270,924
Receivables -Other	6	196,090	957,821	154,431
Inventories		14,932	14,932	15,513
Land held for Resale		370,000	370,000	370,000
		4,585,493	5,750,168	5,297,340
<b>Less: Current Liabilities</b>				
Payables		(9,775)	(598,778)	(66,432)
Provisions		(340,705)	(340,705)	(302,889)
		(350,479)	(939,483)	(369,321)
<i>Unadjusted Funding Position</i>		4,235,014	4,810,686	4,928,019
<b>Less: Cash Reserves</b>		(2,463,652)	(1,873,668)	(2,144,861)
Net Adjustment for Borrowings.		31,068	31,068	29,547
Adjust for Land held for resale		(370,000)	(370,000)	(370,000)
<b>Adjusted Net Current Funding Position</b>		<b>1,432,430</b>	<b>2,598,085</b>	<b>2,442,706</b>

**Note 3 - Liquidity Over the Year****Comments - Net Current Funding Position**

The Spike in funding in November was due to the receipt of Financial Assistance Grants, Road Project grants and Grants for the Emergency Services Building

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**Note 4: CASH AND INVESTMENTS**

	Interest Rate	Unrestricted \$	Restricted \$	Trust \$	CRC \$	Total Amount \$	Institution	Maturity Date
<b>(a) Cash Deposits</b>								
Municipal Account	0.01%	983,751				983,751	BankWest	At Call
Operating Account	0.01%				74,815	74,815	Bankwest	At Call
Trust Bank Account	0.01%			21,462		21,462	BankWest	At Call
Reserve Account	1.25%		2,457,385			2,457,385	BankWest	At Call
Cash Management Account	1.25%	4,791				4,791	BankWest	At Call
<b>(b) Term Deposits</b>								
Gold Term Deposit	2.50%				65,000	65,000	BankWest	01-Jan-19
<b>Total</b>		<b>988,542</b>	<b>2,457,385</b>	<b>21,462</b>	<b>139,815</b>	<b>3,607,204</b>		

**Comments/Notes - Investments**



**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**Note 5 (a): BUDGET AMENDMENTS - CORPORATE BUSINESS PLAN LINKAGE**

A number of additional operating actions were forecast to be undertaken during the current period of the Corporate Business Plan CBP which result in additional operating expenditure or revenue. The additional activities for the current year are summarised below along with the amount included within the budget and budget amendments.

Strategy Ref	Strategy	Action Ref	Action	2015-16 per CBP	Adopted Budget	Amended Budget	YTD Expenditure	
Total								-

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**Note 6: RECEIVABLES**

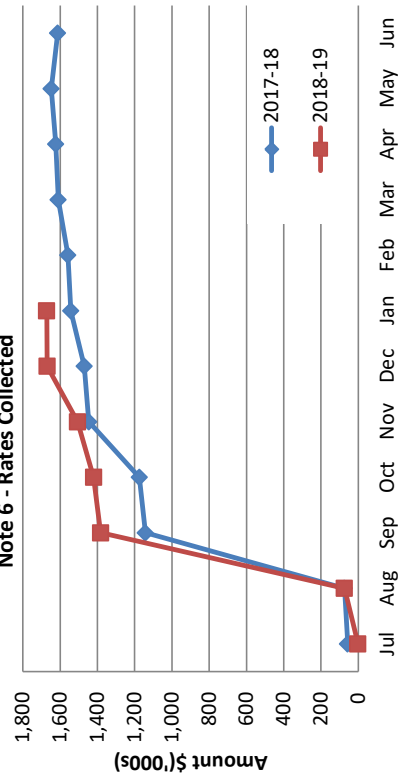
**Receivables - Rates Receivable**

Opening Arrears Previous Years Levied this year	\$ 82,539
Less Collections to date	1,720,816
Equals Outstanding	<b>(1,593,914)</b>

**Net Rates Collectable**  
 % Collected

	YTD 31 Jan 2019	30 June 2018
	\$ 82,539	\$ 87,332
	1,720,816	
	<b>(1,593,914)</b>	
	<b>209,441</b>	<b>87,332</b>
	<b>(209,441)</b>	<b>87,332</b>
	92.63%	0.00%

**Note 6 - Rates Collected**



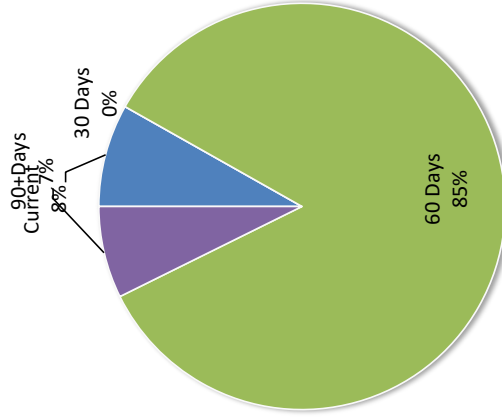
Comments/Notes - Receivables Rates

**Receivables - General**

	Current	30 Days	60 Days	90+Days
Receivables - General	\$ 17,340	\$ 0	\$ 179,230	\$ 15,516
<b>Total Receivables General Outstanding</b>				<b>212,086</b>

Amounts shown above include GST (where applicable)

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



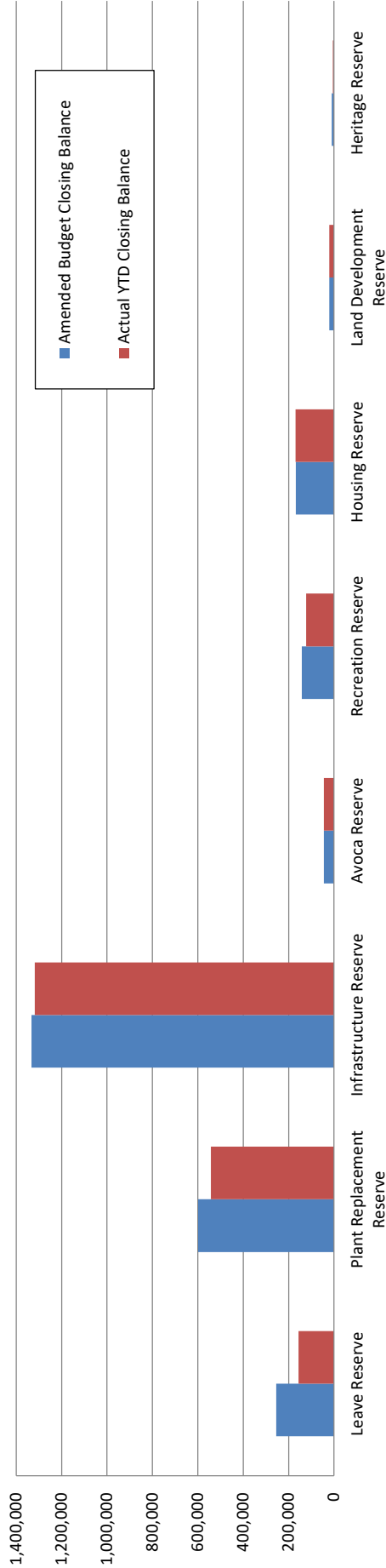
Comments/Notes - Receivables General

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**Note 7: Cash Backed Reserve.**

2018-19	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers In (+)	Actual Transfers In (+)	Amended Budget Transfers Out (-)	Actual Transfers Out (-)	Transferred out Reference	Amended Budget Closing Balance	Actual YTD Closing Balance
Leave Reserve	\$ 155,077	0	1,382	100,000	0	0	0		\$ 255,077	\$ 156,458
Plant Replacement Reserve	537,223	0	4,787	62,011	0	0	0		599,234	542,010
Infrastructure Reserve	1,307,151	0	11,647	25,000	0	0	0		1,332,151	1,318,799
Avoca Reserve	44,433	0	396	0	0	0	0		44,433	44,829
Recreation Reserve	121,459	0	1,082	20,000	0	0	0		141,459	122,541
Housing Reserve	167,806	0	1,495	0	0	0	0		167,806	169,302
Land Development Reserve	20,807	0	185	0	0	0	0		20,807	20,992
Heritage Reserve	5,075	0	45	5,000	0	0	0		10,075	5,120
Medical Service Support Reserve	82,861	0	738	10,000	0	0	0		82,861	83,600
Bendering Landfill Renewal Reserve										
	<b>2,441,893</b>	<b>0</b>	<b>21,759</b>	<b>222,011</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,653,904</b>	<b>2,463,652</b>

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





**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**Note 8 CAPITAL DISPOSALS**

Actual YTD Profit/(Loss) of Asset Disposal		Disposals			Amended Current Budget			Comments
		Cost	Accum Depr	Proceeds	Profit (Loss)	Amended Annual Budget Profit/(Loss)	Actual Profit/(Loss)	
\$	\$	\$	\$	\$	\$	\$	\$	
130,000	(103,783)	110,000	83,783		20,631	-2,533	(23,164)	
			0		3,600	0	(3,600)	
			0		0	0	0	
			0		17,500	0	(17,500)	
			0		(10,045)	0	10,045	
			0		5,012	0	(5,012)	
			0		0	0	0	
2,600	(67)	0	(2,533)			-2,533		
<b>132,600</b>	<b>(103,850)</b>	<b>110,000</b>	<b>81,250</b>		<b>36,698</b>	<b>(5,066)</b>	<b>(39,231)</b>	

**Comments - Capital Disposal/Replacements**

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

<b>RATE TYPE</b>	<b>Rate in \$</b>	<b>Number of Properties</b>	<b>Rateable Value \$</b>	<b>Rate Revenue \$</b>	<b>Interim Rates \$</b>	<b>Back Rates \$</b>	<b>Total Revenue \$</b>	<b>Amended Budget Rate Revenue \$</b>	<b>Amended Budget Interim Rate \$</b>	<b>Amended Budget Back Rate \$</b>	<b>Amended Budget Total Revenue \$</b>
<b>General Rate</b>											
GRV	0.1224	220	1,735,612	212,356	(1,455)	0	210,901	212,356	0	0	212,356
UV	0.0145	327	101,722,500	1,472,331	1,588	0	1,473,919	1,472,331	0	0	1,472,331
UV Mining	0.0145	2	89,423	1,294	2,249	0	3,543	639	0	0	639
<b>Sub-Totals</b>		549	103,547,535	1,685,981	2,382	0	1,688,563	1,685,326	0	0	1,685,326
<b>Minimum Payment</b>											
GRV	455.00	17	7,735	7,735	0	0	7,735	7,735	0	0	7,735
UV	455.00	64	19,565	29,120	(455)	0	28,665	19,565	0	0	19,565
UV Mining	455.00	21	89,423	9,555	0	0	9,555	8,190	0	0	8,190
<b>Sub-Totals</b>		102	116,723	46,410	(455)	0	45,955	35,490	0	0	35,490
							1,734,318				1,720,816
<b>Discount Amount from General Rates</b>							(50,932)				(51,624)
<b>Specified Area Rates Totals</b>							<b>1,683,386</b>				<b>1,669,192</b>
											<b>1,669,192</b>

**Comments - Rating Information**

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**10. INFORMATION ON BORROWINGS**

(a) Debenture Repayments

Particulars	Principal 01-Jul-18	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
			Actual \$	Amended Budget \$	Actual \$	Amended Budget \$	Actual \$	Amended Budget \$
Loan 127 Homes for the Aged (SSL)	67,155		32,111	6,274	35,044	60,881	2,685	2,773
Loan 125 Swimming Pool	218,521		9,050	18,402	209,471	200,119	7,299	14,295
Loan 128 Recreation Centre	698,802		14,192	28,758	684,610	670,044	18,379	36,384
Loan 129 Solar Panels	59,170		7,055	14,205	52,115	44,965	796	1,497
	1,043,648	0	62,408	67,639	981,240	976,009	29,158	54,949

All debenture repayments were financed by general purpose revenue.

(b) New Debentures

The proposed new loan will assist in the extension of the Community Centre. This loan will only be drawn upon if other grant funding is received for the project.

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**Note 11: GRANTS AND CONTRIBUTIONS**

Program/Details GL	Grant Provider	2018-19 Amended Budget	Operating	Capital	Recoup Status	
					Received	Not Received
<b>GENERAL PURPOSE FUNDING</b>		\$	\$	\$	\$	\$
132211000						
Grants Commission - General	WALGGC	435,685	435,685		312,642	123,043
Grants Commission - Roads	WALGGC	614,795	614,795		184,919	429,877
Ex Gratia Rates	CBH	14,187	14,187		14,187	0
Instalment Fees		2,500	2,500		3,160	(660)
<b>LAW, ORDER, PUBLIC SAFETY</b>						
FESA Grant - Operating Bush Fire Brigade	Dept. of Fire & Emergency Serv.	14,000	14,000		10,514	3,486
ESL Contribution	DFES	4,000	4,000		4,000	0
CCTV Systems				50,000	49,998	2
Health						
Doctor Surgery	NSRF	477,200		477,200	531,674	(54,474)
<b>COMMUNITY AMENITIES</b>						
Community Service Centre	Fencepost	30,000		30,000		30,000
Community Bus	DRD	252,300		252,300	252,300	0
Lesser Hall	Lotterwest	49,998		41,998	41,998	8,000
<b>RECREATION AND CULTURE</b>						
Lotterywest	Lotterywest	100,000		100,000	50,000	50,000
<b>TRANSPORT</b>						
1212100						
Direct Grant	Main Roads	105,000	105,000		105,000	0
Regional Road Group	Main Roads	342,901		342,901	121,173	221,728
Regional Road Group 17/18 balance	Main Roads	69,099		69,099		69,099
R2R	Dept. Infrastructure	363,518		363,518		363,518
1212600						
WANNDRRA	Main Roads	4,254,020	4,254,020		2,264,920	1,989,100
1222200						
Grain Freight Network	Main Roads	1,632,000		1,020,000		1,632,000
<b>ECONOMIC SERVICES</b>						
113123000						
Skeleton Weed Funding	DAFEWA	140,000	140,000		140,000	0
<b>TOTALS</b>		<b>8,901,203</b>	<b>5,584,187</b>	<b>2,747,016</b>	<b>4,086,484</b>	<b>4,864,719</b>
Operating	Operating	5,584,187			3,039,341	
Non-Operating	Non-operating	2,747,016			997,145	
		<b>8,331,203</b>			<b>4,036,486</b>	

**SHIRE OF NAREMBEEN**  
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY**  
**For the Period Ended 31 January 2019**

**Note 12: TRUST FUND**

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

Description	Opening Balance 1 Jul 18	Amount Received	Amount Paid	Closing Balance 31-Jan-19
Wadderin Reserve	\$ 0			0
Sundry Deposits (SD)	1,800	450	(550)	1,700
Gym Card Bonds (T68)	6,538	2,300	(650)	8,188
Nominations	0			0
BCITF Levy	0			0
Building Services Levy	0	2,263	(2,263)	0
Joint Venture Bonds (JV)	2,350	1,867	(2,367)	1,850
Wheatbelt Railway Retention Alliance	8,981			8,981
	<b>19,669</b>	<b>6,881</b>	<b>(5,831)</b>	<b>20,719</b>

Level of Completion Indicators

- 0% ○
- 20% ○
- 40% ○
- 60% ○
- 80% ○
- 100% ●

SHIRE OF NAREMBEEN  
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
For the Period Ended 31 January 2019

Note 13: CAPITAL ACQUISITIONS

Level of Completion Indicator	Infrastructure Assets	Amended Annual Budget	YTD Actual	Variance Under/(Over)	YTD 31
○	<b>Buildings</b>				
○	Law Order & Public Safety emergency Services Facility		9,185	(9,185)	0
	<b>Law &amp; Order Total</b>	0	9,185	(9,185)	0
	<b>Community Amenities</b>				
	Cemetery Entrance and Niche Wall upgrade	(137,373)	2,530	134,843	
	Community Shed - Replace Apron, Flashing & Roof Repairs	(7,000)	6,049	951	
	<b>Community Amenities Total</b>	(144,373)	8,579	135,794	
	<b>Health</b>				
	CRC & Medical Centre Extension	(1,250,000)	793,347	456,653	
	<b>Health Total</b>	(1,250,000)	793,347	456,653	
	<b>Housing</b>				
	10A Ada Street - Replace carpets	(5,000)	0	5,000	
	<b>Housing Total</b>	(5,000)	0	5,000	
	<b>Recreation And Culture</b>				
	Netball Fence Installation	(30,000)	23,705	6,295	
	Lesser Hall Interpretation Centre	(185,000)	0	185,000	
	Recreation Centre - Upgrade Gas HWS	(40,000)	0	40,000	
	Roads Board Building	(60,000)	0	60,000	
	<b>Recreation And Culture Total</b>	(315,000)	23,705	231,295	
	<b>Transport</b>				
	Depot Storage Shed Concrete Floor	(23,000)	25,338	48,338	
	<b>Transport Total</b>	(23,000)	25,338	0	
	<b>Other Property and Services</b>				
	Fire prevention		0	0	
	Numbats - Replace Floor	(15,000)	13,683	1,317	
	<b>Buildings Total</b>	(1,737,373)	873,837	819,537	



# Shire of Narembreen

## Bank Reconciliation - January 2018

	Municipal	Restricted Cash	Reserves	Trust
BW account #	5347926	0059637	5347900	5347934
GL Account #	11590100	1590200	1595500	1591000
<b>Balance as per GL Cash at Bank GEN</b>	<b>\$ 1,228,776.22</b>	<b>\$ 4,791.00</b>	<b>\$ 2,463,650.13</b>	<b>\$ 20,504.56</b>
<b>Plus</b>				
Unpresented Cheques/EFT	59.46			-
<b>Outstanding as per Synergy report</b>	<b>59.46</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>PLUS</b>				
January Receipting in Dec	(26.85)			
<b>TOTAL</b>	<b>(26.85)</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Total</b>	<b>\$ 1,228,808.83</b>	<b>\$ 4,791.00</b>	<b>\$ 2,463,650.13</b>	<b>\$ 20,504.56</b>
<b>Balance as per BW Statement</b>	<b>\$ 1,228,808.83</b>	<b>\$ 4,791.00</b>	<b>\$ 2,463,650.13</b>	<b>\$ 20,504.56</b>
<b>Difference</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>

OUTSTANDING CHEQUES


Muni

11034	\$	5.52
11072	\$	53.94

\$ 59.46

Trust

\$ -

**Prepared By:** Rachael Moore  
**Signed:**   
**Date:** 1-2-19

**Checked By:**   
**Signed:**  
**Date:** 1/2/2019



# Narembeen Community Resource Centre

Unit 2  
19 Churchill Street  
Narembeen 6369

## Balance Sheet

As of December 2018

12/02/2019  
11:03:50 AM

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Assets	
Trading Cheque Account	\$80,484.29
Petty Cash	\$100.00
Cash Sale Float	\$100.00
Undeposited Funds	\$39.50
Term Deposit 917	\$65,000.00
Withholding Credits	
Trade Debtors	\$9,094.15
Total Withholding Credits	<u>\$9,094.15</u>
Total Assets	<u>\$154,817.94</u>
Liabilities	
Trade Creditors	\$119.30
Gym Bonds (Trust)	\$350.00
Gym Memberships	-\$770.98
Pop-up Shop	\$120.00
GST Liabilities	
GST Collected	\$11,163.82
GST Paid	-\$8,320.20
Total GST Liabilities	<u>\$2,843.62</u>
Total Liabilities	<u>\$2,661.94</u>
Net Assets	<u>\$152,156.00</u>
Equity	
Retained Earnings	\$99,673.84
Prior Year Adjustment	\$40.63
Current Earnings	\$52,441.53
Total Equity	<u>\$152,156.00</u>

# Narembeen Community Resource Centre

Unit 2

19 Churchill Street  
Narembeen 6369

## Profit & Loss Statement

July 2018 through January 2019

12/02/2019  
11:04:45 AM

### Income

#### Grants and Funding

##### Service Contract Funding

DRD Govt & Community Info	\$28,678.26
DRD Economic & Business Dev	\$28,678.26
DRD Hot Office Service	\$2,874.09
DRD Social Development	\$13,737.57
DRD - Traineeship Grant	\$38,500.00
Dept Human Services	\$4,991.44
Total Service Contract Funding	<u>\$117,459.62</u>

##### Project/Event Funding

S.O.C.K Week	\$2,000.00
Shop Local	\$781.75
Buy A Bale	\$10,901.00
Total Project/Event Funding	<u>\$13,682.75</u>

##### Merchandise Sales

Souvenirs	\$6.00
Directory Sales	\$916.94
Customer Merchandise	\$3,827.42
Total Merchandise Sales	<u>\$4,750.36</u>

#### Total Grants and Funding

\$135,892.73

#### Operational Income

##### Narembeen Shire Contributions

\$3,600.00

##### Memberships Income

Membership	\$3,650.90
Total Memberships Income	<u>\$3,650.90</u>

##### Project Income

Community Markets	\$245.43
Networking Events	\$909.08
Total Project Income	<u>\$1,154.51</u>

##### Service Income

Printing/Photocopying	\$4,970.96
Photo Editing	\$20.00
Fax Service	\$3.18
Internet/Computer	\$112.79
Room Hire/Hot Office	\$534.09
Customer Postage	\$16.81
Binding	\$31.82
Staff Assistance	\$4,205.12
Desktop Publishing	\$2,023.00
Laminating	\$331.53
Equipment Hire	\$151.81
Media Conversion	\$10.00
Photo Lab	\$20.91
Large Format Printing	\$1,628.08
Exam Supervision	\$348.36
Donations	\$50.35
Photography Competition	\$36.36
Interest Income	\$2,257.45
Total Service Income	<u>\$16,752.62</u>

##### Workshop Income

Adult Workshops	\$11,170.94
Seniors Movie Days	\$68.82
Children's Workshops	\$40.91
Total Workshop Income	<u>\$11,280.67</u>

#### Total Operational Income

\$36,438.70

#### Total Income

\$172,331.43

#### Cost of Sales

# Narembeen Community Resource Centre

## Profit & Loss Statement

**July 2018 through January 2019**

12/02/2019  
11:04:45 AM

Printing	\$88.66	
Total Cost of Sales		\$88.66
Gross Profit		\$172,242.77
Expenses		
Grant and Funding Expenses		
Operational Expenses		
ICT Support & Development	\$3,854.55	
Traineeship	\$316.25	
Total Operational Expenses	\$4,170.80	
Capital Funding Purchases		
Equipment Purchase	\$330.28	
Project/Event Expenses		
Other Grant Costs	\$342.73	
Community Markets	\$100.00	
Networking Events	\$49.40	
Xmas St Party	\$2,107.02	
John Curtain Weekend	\$538.71	
Buy a Bale	\$10,800.00	
Total Project/Event Expenses	\$13,937.86	
Merchandise Purchases		
Souvenir Purchases	\$304.18	
Directory Purchases	\$1,876.27	
Customer Merch Purchases	\$3,587.42	
Canvas Frames	\$440.00	
Total Merchandise Purchases	\$6,207.87	
Total Grant and Funding Expenses		\$24,646.81
Operational Expenses		
Photocopying & Printing Costs	\$3,098.27	
Laminating Costs	\$125.78	
Workshop Expenses		
Adult Workshops	\$13,284.36	
Children's Workshops	\$71.94	
Seniors Movie Day	\$18.10	
Total Workshop Expenses	\$13,374.40	
Administrative Expenses		
Advertising	\$61.82	
Bank Charges	\$670.10	
Electricity	\$1,725.95	
Postage	\$187.75	
Stationery	\$313.25	
Internet Costs	\$472.88	
Telephone/Fax	\$1,665.67	
Amenities	\$192.03	
Licences	\$84.27	
Memberships	\$350.00	
Total Administrative Expenses	\$5,723.72	
Staff Expenses		
Wages & Salaries	\$86,879.88	
Superannuation	\$8,442.78	
Staff Travel & Accommodation	\$883.64	
Total Staff Expenses	\$96,206.30	
Regional Price Index Costs		\$118,528.47
Total Operational Expenses		\$143,175.28
Total Expenses		\$143,175.28
Net Profit/(Loss)		\$29,067.49

## Shire of Narembeen Outstanding Rates as at 5 February 2019

Property Ass	Address	Outstanding Amount	Notes
A1021	1 Wakeman Street	\$ 27.82	Final Notice Sent 19/9/18 06/02/19 letter sent
A1050	3 Wakeman Street	\$ 1,252.69	Final Notice Sent 19/9/18 06/02/19 letter sent
A1058	17 Doreen Street	\$ 1,176.75	Owner rang on 22/11/16 advising to set up weekly repayments of \$100. No repayments demand letter sent 10/02/17 Contact made payments recommenced. Final Notice Sent 19/9/18
A1066	29 Churchill Street	\$ 633.92	Final Notice Sent 19/9/18, Payment plan Authorised by CEO Final Notice Sent 19/9/18 Payment plan
A1083	51 Churchill Street	\$ 1,158.59	Final Notice Sent 19/9/18 06/02/19 letter sent
A1099	45 Thomas Street	\$ 1,212.78	Final Notice Sent 19/9/18 06/02/19 letter sent
A1116	15 Doreen Street	\$ 2,868.66	Final notice sent 09/10/17 sent letter 01/11/17 sent to AMPAC Payment plan 29/05/18 reminder letter sent 04/07/18 sent to AMPAC Final Notice Sent 19/9/18
A1124	41 Currall Street	\$ 8.00	Final Notice Sent 19/9/18 Short paid 06/02/19 letter sent
A1249	11 Wakeman Street	\$ 2,836.59	Reminder Letter sent 25/10/16, 17/01/17 sent final notice - 10/11/16 payment plan- no payments Demand letter sent 10/02/17 Sent to Ampac 09/03/17 15/05/17 plan to pay \$100 per fortnight 22/11/17 sent letter overdue payment plan Final Notice Sent 19/9/18 06/02/19 letter sent
A1254	9 Northmore Street	\$ 1,310.15	Reminder Letter sent 25/10/16, 17/01/17 sent final Sent to Ampac 10/02/17 02/03/17 payment plan 22/11/17 sent letter overdue payment plan Final Notice Sent 19/9/18
A1256	17 Northmore Street	\$ 1,252.69	Final Notice Sent 19/9/18 06/02/19 letter sent
A1261	11 Northmore Street	\$ 3,440.10	01/02/17 advised will pay \$500 per fortnigh Reminder of plan sent 22/03/17 Final notice 04/04/17 Sent to AMPAC. Skip trace done - not located Address obtained from WaterCorp - Final notice sent 09/10/17 AMPAC advised to reissue notice Part payment made Final Notice Sent 19/9/18 06/02/19 letter sent
A2825	11 Doreen Street	\$ 1,226.07	Final notice 06/02/19 letter sent

A5120	Kondinin Narembeen Road	\$ 16.66	06/02/19 letter sent
A2015	Coverley Road	\$ 11,541.78	sent to AMPAC. Agreement entered into 03/01/17 - last payment, currently 4 years unpaid rate Final Notice Sent 19/9/18
A2048	Dixon Road	\$ 12,441.84	sent to AMPAC. Agreement entered into 21/07/17 - last payment, currently 4 years unpaid rates
A2092	1287 Wadderin-Graball Road	\$ 16,884.55	sent to AMPAC. Agreement entered into 03/10/16 - last payment, currently 6 years unpaid rates Final Notice Sent 19/9/18
A3083	Soldiers Road	\$ 19,260.95	sent to AMPAC. Agreement entered into 30/11/16 - last payment, currently 8 years unpaid rates Final Notice Sent 19/9/18
A4047	Narembeen Boundary Road	\$ 6,502.10	Reminder Letter sent 25/10/16 - Email received After harvest payment, email sent requesting payment plan 03/03/17 emailed regarding commencement of payment plan - confirmed payments to commence 05/01/18 letter re payments plan 06/02/18 Sent to AMPAC
A4072	Narembeen Boundary Road	\$ 5,308.15	Final notice sent 10/10/17 letter sent 05/01/18 letter re payment plan 06/02/18 Sent to AMPAC
A4132	Cheethams Road	\$ 4,556.78	Overdue instalments, Final Notice Sent 19/9/18
A5124	Narembeen	\$ 4,255.51	sent to AMPAC. Agreement entered into. 6 years unpaid Final Notice Sent 19/9/18
A5197	Lot 18341 Narembeen	\$ 31,145.18	sent to AMPAC. Agreement entered into 3 Years outstanding Final Notice Sent 19/9/18
A5247	2275 Corrigin - Narembeen Road	\$ 1,164.34	Dispute over ownership Owner deceased - created 01/07/17 Final Notice Sent 19/9/18
A5278	23592 Narembeen south Road	\$ 7,722.59	
A5253	E77/02393 mining	\$ 475.98	Final Notice Sent 19/9/18

**\$ 139,681.22**

With AMPAC	\$ 105,472.01
Repayment Plan	\$ 5,989.48
Other	\$ 19,254.41
Deferred Rates	\$ -
Instalments	\$ 11,494.56
	<b><u>\$ 142,210.46</u></b>