



SHIRE OF BEVERLEY NOTICE OF MEETING

Notice is hereby given that the next Ordinary Meeting of Council will be held in the Council Chambers, 136 Vincent Street Beverley, on Tuesday 28 May 2019. Please arrive at 2.50pm to register your attendance.

Program

3.00pm – 5.00pm Ordinary Meeting

A handwritten signature in black ink, appearing to read "S. Gollan", written over a horizontal line.

Stephen Gollan
Chief Executive Officer

24 May 2019

DISCLAIMER

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



28 May 2019

ORDINARY MEETING

AGENDA

CONTENTS

1. OPENING	1
2. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE	1
2.1 Members Present.....	1
2.2 Staff In Attendance	1
2.3 Observers And Visitors	1
2.4 Apologies and Approved Leave of Absence	1
2.5 Condolences	1
3. DECLARATIONS OF INTEREST	1
4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE	1
5. PUBLIC QUESTION TIME	1
6. APPLICATIONS FOR LEAVE OF ABSENCE	1
7. CONFIRMATION OF MINUTES	2
7.1 Minutes Of The Ordinary Council Meeting Held 30 April 2019.....	2
7.2 Minutes Of The Corporate Strategy Committee Meeting Held 14 May 2019 ...	3
8. TECHNICAL SERVICES	4
9. PLANNING SERVICES	5
9.1 Proposed Relocated Second-Hand Dwelling - 122 (Lot 91) Lukin Street, Beverley.....	5
9.2 Subdivision Application WAPC 157985: Lot 1 Collins Road, Westdale	11
9.3 Road Dedication – York-Merredin Road	14
9.4 Development Application – Rural Pursuit (keeping of miniature horses) - 49 (Lot 202) Simmons Road, Beverley	18
9.5 Proposed General Practitioners Consulting Rooms – 127 (Lot 20) Vincent St Beverley.....	26
10. BUILDING SERVICES & ENVIRONMENTAL HEALTH SERVICES	34
11. FINANCE	35
11.1 Monthly Financial Report	35
11.2 Accounts Paid by Authority	48
11.3 RFT 04/1819 Cool Room Tender.....	60
11.4 2019/20 Capital Program	62
11.5 2019/20 Budget – Fees and Charges	64
12. ADMINISTRATION	71
12.1 2019 Annual General Meeting – Voting Delegates	71
12.2 WA Tractor Pull Association Licence Agreement.....	73
12.3 Wheatbelt Secondary Freight Route	75
12.4 Social Media and Communications Policy	80
12.5 Social Media Presence	87
12.6 Use of the Common Seal.....	92
13. NEW BUSINESS ARISING BY ORDER OF THE MEETING	94
14. CLOSURE	94

1. OPENING

The Chairperson to declare the meeting open.

2. ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

2.1 Members Present

Cr DJ Ridgway Shire President
Cr CJ Pepper Deputy President
Cr DL Brown
Cr DW Davis
Cr P Gogol
Cr SW Martin
Cr TWT Seed
Cr LC Shaw
Cr DC White

2.2 Staff In Attendance

Mr SP Gollan Chief Executive Officer
Mr SK Marshall Deputy Chief Executive Officer
Mr BS de Beer Manager of Planning and Development Services
Mrs A Lewis Executive Assistant

2.3 Observers And Visitors

2.4 Apologies and Approved Leave of Absence

2.5 Condolences

Nil

3. DECLARATIONS OF INTEREST

4. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

5. PUBLIC QUESTION TIME

6. APPLICATIONS FOR LEAVE OF ABSENCE

7. CONFIRMATION OF MINUTES

7.1 Minutes Of The Ordinary Council Meeting Held 30 April 2019

OFFICER'S RECOMMENDATION

That the Minutes of the Ordinary Council Meeting held Tuesday 30 April 2019 be confirmed.

7.2 Minutes Of The Corporate Strategy Committee Meeting Held 14 May 2019

OFFICER'S RECOMMENDATION

That the Minutes of the Corporate Strategy Committee Meeting held Tuesday 14 May 2019 be received.

Provided under separate cover.

Please refer to agenda items: 11.4, 11.5, 12.2, 12.3, 12.4 and 12.5.

8. TECHNICAL SERVICES

Nil

9. PLANNING SERVICES

9.1 Proposed Relocated Second-Hand Dwelling - 122 (Lot 91) Lukin Street, Beverley

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 20 May 2019
APPLICANT: Gaye Furey
FILE REFERENCE: LUK 51110
AUTHOR: B.S. de Beer, Manager: Planning & Development Services
ATTACHMENTS: Locality Map, Site Plan,
Building Surveyors Report, BAL Report (under separate cover)

SUMMARY

An application has been received to develop a Relocated Second-Hand Dwelling at 122 (Lot 91) Lukin Street, Beverley. It will be recommended the application be approved.

BACKGROUND

The applicant is proposing to obtain planning approval to relocate and develop a Second-Hand Dwelling to 112 (Lot 91) Lukin Street.

The subject property is zoned '*Residential R5*' in terms of the Shire of Beverley Local Planning Scheme No. 3 (LPS 3), is 4,047 m² in extent, and vacant.

The subject land is affected by Bushfire Prone Vegetation. It is also located within the Flood Fringe Area of the Avon River.

COMMENT

(Kindly consider this section by referring to the attached Locality Map, and other documentation).

The proposal for a Relocated *Second-Hand Dwelling* is a '*D*' use in Zoning Table 3 of LPS 3, which means that the use is not permitted unless the local government has exercised its discretion by granting development approval.

Development of Relocated Second-Hand Dwellings is guided by Council's Local Planning Policy - *Relocated Second-Hand Dwellings & Repurposed Dwellings* (Council's Policy). The objective of the Policy is to ensure that the development of a relocated second-hand dwelling is undertaken to an approved standard which pays regard to local amenity and aesthetics.

To address any possible amenity and aesthetic concerns, should Council resolve approve the application, it will be recommended the dwelling be finished to an acceptable standard as a condition of planning approval. To ensure the dwelling is finished within an acceptable timeframe it will be recommended a bond, in compliance with Council's Policy, is also imposed as a condition of approval.

Council's Policy requires an inspection by the Shire's Building Surveyor of the dwelling prior to relocation into the Shire. The dwelling was inspected *In Situ* and a

favourable report has been received and is included as an attachment to this report, accompanied by photographs of the transportable dwelling.

The subject property is affected by Bushfire Prone Vegetation. As part of the planning application a Bushfire Attack Level (BAL) Assessment was submitted – attached hereto. This shows the site to have a BAL 19 rating. Should Council resolve to approve the application building construction adherence to AS3959 for a BAL rating of 19 will be recommended as a condition of planning approval.

The subject property is located within the Flood Fringe area of the Avon River. Advice was sought from the Department of Water and Environment Regulation. They indicated support for the proposal on the proviso that the Finished Floor Level be at 194.5m AHD. This will be recommended be made a condition of planning approval.

The proposal complies with the siting and other requirements of LPS 3 and the Residential Design Codes.

The recommended conditions of planning approval are consistent with Council's Policy and are anticipated to address any matters of concern. It will be recommended the application be approved.

CONSULTATION

No consultation was deemed required.

STATUTORY ENVIRONMENT

The proposal is to be considered in terms of the Shire of Beverley's Local Planning Scheme No. 3.

FINANCIAL IMPLICATIONS

There are no financial implications relative to this application.

STRATEGIC IMPLICATIONS

There are no strategic implications relative to this application.

POLICY IMPLICATIONS

The application complies with Council's Policy on *Relocated Second-Hand Dwellings & Repurposed Dwellings*.

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council grant Planning Approval for a Relocated Second-hand Dwelling at 122 (Lot 91) Lukin Street, Beverley subject to the following conditions and advice notes:

Conditions:

1. Development shall be carried out only in accordance with the terms of the application as approved herein and any approved plan, prepared by the applicant and endorsed by the Manager: Planning & Development Services.
2. The building construction standard shall adhere to Australian Standard AS3959 for a determined Bushfire Attack Level of 19 (refer to Advice Note 6).
3. As the property is located within the Avon River Flood Fringe Area, the minimum habitable floor level of 194.5 m AHD is required, as advised by the Department of Water and Environmental Regulation.
4. Prior to the issue of a Building Permit, a bond of \$5,000 is to be lodged with the Shire of Beverley to ensure all works, including clearing the site of debris, and connecting plumbing and water, are completed to the satisfaction of the Shire Building Surveyor and comply with the relevant provisions of the Building Codes of Australia.
5. All works are to be completed within 12 months from the date of this determination.
6. Prior to occupation, the exterior of the dwelling is to be finished to an acceptable standard which is in harmony with the amenity of the area, including modification to include a skillion roof, to the satisfaction of the Shire.
7. As the Water Corporation reticulated sewer is not available the premises are to be connected to an approved wastewater treatment system, which complies with the requirements of the Treatment of Sewage and Disposal of Effluent and Liquid Waste Regulations. The approved system is not to be used for disposal of industrial liquid waste or other non-ablution wastes (refer to Advice Note 5).
8. Suitable arrangements are to be made for connection to a potable water supply for domestic use.

Advice Notes:

- Note 1: If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of determination, the approval will lapse and be of no further effect.
- Note 2: Where an approval has so lapsed, no development shall be carried out without the further approval of the local government having first been sought and obtained.
- Note 3: Nothing in the approval or these conditions shall excuse compliance with all relevant written laws in the commencement and carrying out of the development.
- Note 4: With regard to Condition 4, in compliance with Council's Relocated Second-Hand Dwellings Policy, the \$5,000 bond is to be lodged with the Shire. Bank or other guarantees are not acceptable.

Note 5: With regard to Condition 7, an application is to be submitted to the Council's Environmental Health Section in conjunction with the Building Permit application.

Note 6: Australian Standard AS3959 Sections 3, 5, 6, 7, 8, & 9 apply.

Note 7: If an applicant is aggrieved by this decision there is a right of review by the State Administrative Tribunal in accordance with the *Planning and Development Act 2005* Part 14. An application must be made within 28 days of the determination.

Attachment 9.1

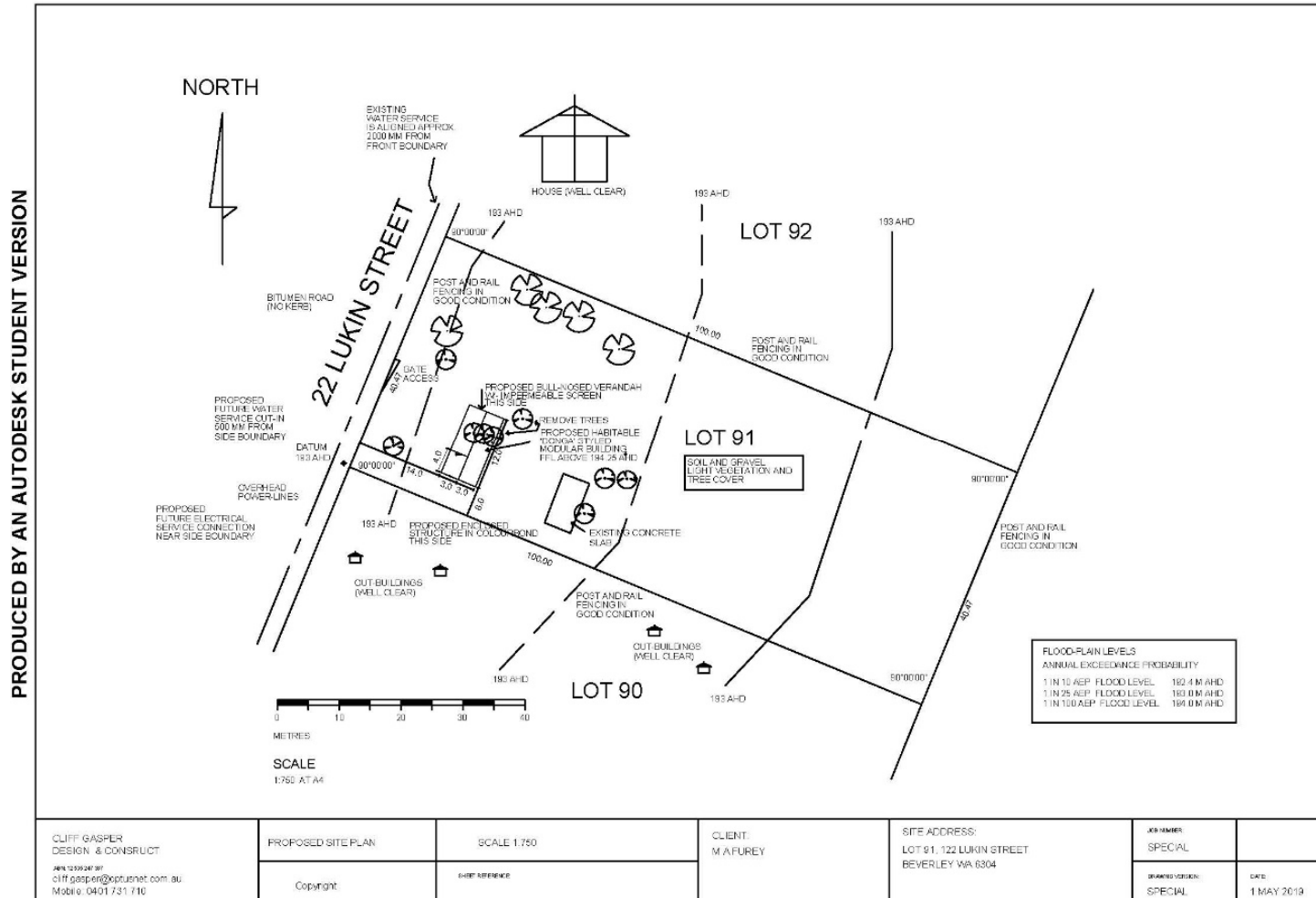
122 (LOT 91) LUKIN STREET, BEVERLEY



© Copyright, Western Australia Land Information Authority. No part of this document or any content appearing on it may be reproduced or published without the prior written permission of Landgate.
Disclaimer. The accuracy and completeness of the information on this document is not guaranteed and is supplied by Landgate 'as is' with no representation or warranty as to its reliability, accuracy, completeness, or fitness for purpose. Please refer to original documentation for all legal purposes.

Attachment 9.1

PRODUCED BY AN AUTODESK STUDENT VERSION



PRODUCED BY AN AUTODESK STUDENT VERSION

9.2 Subdivision Application WAPC 157985: Lot 1 Collins Road, Westdale

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 20 May 2019
APPLICANT: RM Surveys – on behalf of Michael John Morrissey
FILE REFERENCE: PL 157985
AUTHOR: B.S. de Beer, Shire Planner
ATTACHMENTS: Site Subdivision Plan & Application Documentation

SUMMARY

An application had been received for the subdivision of Lot 1 Collins Road, Westdale. The application will be recommended for approval.

BACKGROUND

An application has been received from the Western Australian Planning Commission (WAPC) to create a Homestead Lot Subdivision as per the attached sketch plans. The subject lot is Zoned 'Rural' in terms of the Shire of Beverley Local Planning Scheme No. 3 (LPS 3).

The subject property contains an existing homestead and agricultural related infrastructure & outbuildings and is approx. 372 ha in extent. It is proposed to subdivide a Homestead lot (in extent 20 ha) from this parent lot.

COMMENT

The subdivision proposal to create a Homestead lot accords with the provisions of the *Shire of Beverley Local Planning Strategy, the Shire of Beverley Local Planning Scheme No. 3* as well as the *WAPC Development Control Policy 3.4 – Subdivision of rural land*.

In particular, LPS 3 provides in Clause 34 (2) that:

'Subdivision of Rural land shall be in accordance with State planning policy, with the exception of the creation of homestead lots which will only be supported where the parent lot is greater than 100 ha in area.'

As mentioned above the parent lot is approx. 372 ha in extent and therefore accords with this provision of LPS 3.

STATUTORY ENVIRONMENT

Subdivision and amalgamation is determined by the Western Australian Planning Commission in compliance with state policies and the Shire of Beverley's planning framework. Council's recommendation is considered when determining the application.

FINANCIAL IMPLICATIONS

There are no financial implications relative to this application.

STRATEGIC IMPLICATIONS

There are no strategic implications relative to this application.

POLICY IMPLICATIONS

There are no policy implications relative to this application.

VOTING REQUIREMENTS

Simple Majority

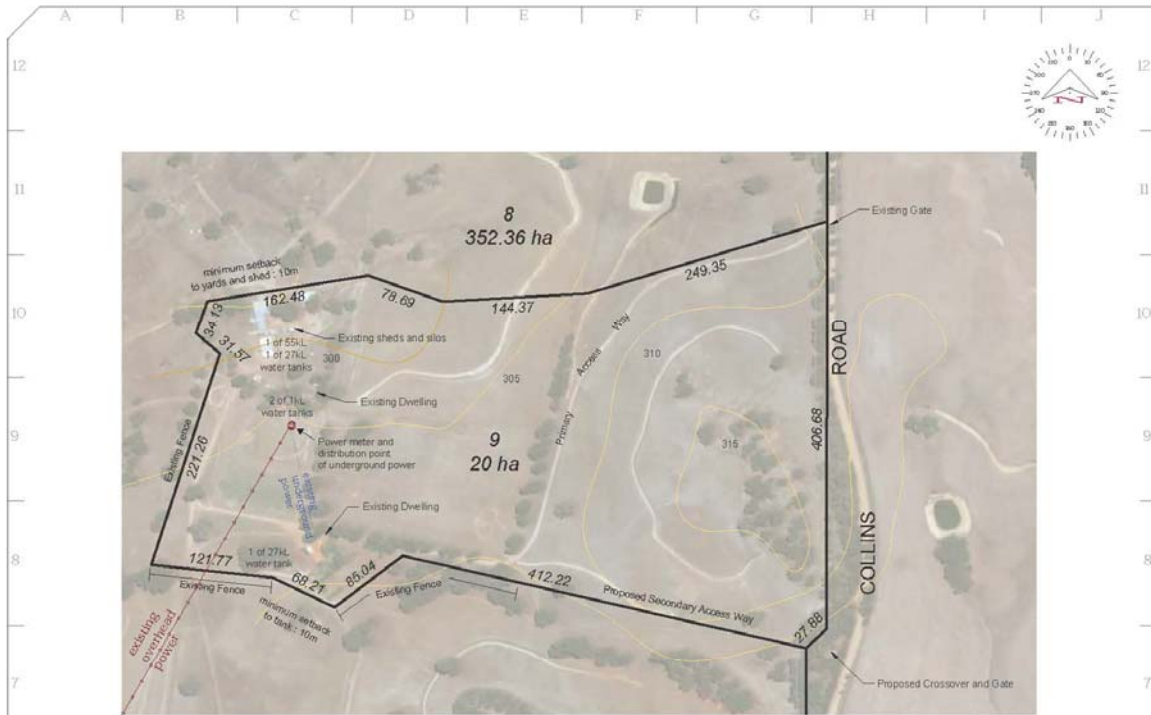
OFFICER'S RECOMMENDATION

That Council resolve to recommend to the Western Australian Planning Commission that application WAPC No. 157985 for the subdivision of Lot 1 Collins Road, Westdale be approved subject to the following advice note:

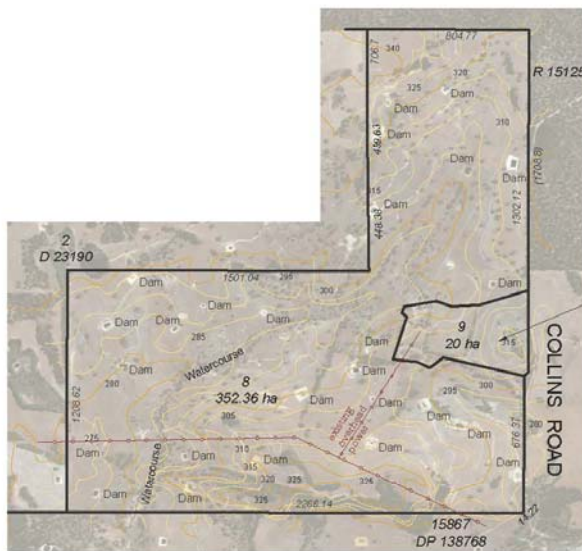
Advice Note

1. The Commission's approval should not be construed as an approval for development on any of the lots proposed.

Attachment 9.2



Enlargement A
Scale: 1:4000



DEPARTMENT OF PLANNING, LANDS
AND HERITAGE

DATE	FILE
29-Apr-2019	157985

Refer to Enlargement A
for proposed Lot 8 information.

Note:
All structures to be retained.

Note:
The boundary positions on this plan were obtained from digital data supplied by Landgate, and were not re-established as part of this survey. Prior to any structure or feature modification, the boundaries should be verified by a boundary re-establishment survey.

	Client	Westbrook Merino Stud	Surveyor	SS	APPLICATION FOR SUBDIVISION																															
	<small>This drawing is copyright. The use or copying of this drawing in whole or in part without the written permission of RM Surveys constitutes a copyright infringement.</small>	PAPER SIZE	A3	Survey Date	4/4/19	Lot 1 on Dia 23190 (#266) Collins Road Westdale																														
<p>SCALE 1:20000 ALL DISTANCES IN METRES</p>	<table border="1"> <tr> <td>1</td> <td>Features added.</td> <td>AC</td> <td>SS</td> <td>SS</td> <td>18/04/19</td> <td rowspan="2">Job No.</td> <td rowspan="2">Drawing No.</td> <td rowspan="2">Revision</td> </tr> <tr> <td>0</td> <td>Initial Issue.</td> <td>LHa</td> <td>SS</td> <td>SS</td> <td>4/4/19</td> <td>WBMS-COLL-01</td> <td>WBMS-COLL-01</td> <td>1</td> </tr> <tr> <td>Rev</td> <td>Description</td> <td>Drawn</td> <td>Ch'd</td> <td>Appvd</td> <td>Date</td> <td colspan="3"></td> </tr> </table>	1	Features added.	AC	SS	SS	18/04/19	Job No.	Drawing No.	Revision	0	Initial Issue.	LHa	SS	SS	4/4/19	WBMS-COLL-01	WBMS-COLL-01	1	Rev	Description	Drawn	Ch'd	Appvd	Date				<table border="1"> <tr> <td>Vertical Datum</td> <td>LOCAL</td> </tr> <tr> <td>Horizontal Datum</td> <td>LOCAL</td> </tr> </table>	Vertical Datum	LOCAL	Horizontal Datum	LOCAL	Vol I214 Fol 446		
1	Features added.	AC	SS	SS	18/04/19	Job No.	Drawing No.				Revision																									
0	Initial Issue.	LHa	SS	SS	4/4/19			WBMS-COLL-01	WBMS-COLL-01	1																										
Rev	Description	Drawn	Ch'd	Appvd	Date																															
Vertical Datum	LOCAL																																			
Horizontal Datum	LOCAL																																			

9.3 Road Dedication – York-Merredin Road

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 20 May 2019
APPLICANT: Main Roads WA
FILE REFERENCE: ADM 0010
AUTHOR: B.S. de Beer, Shire Planner
ATTACHMENTS: Application Letter, Locality map, Land Dealings Plan

SUMMARY

A request has been received from Main Roads WA seeking a Shire Resolution to dedicate land as a Road Reserve. It will be recommended the request be granted.

BACKGROUND

The subject site is located on Lot 1 on Certificate of Title 1560/458 and zoned 'Rural' in terms of the Shire of Beverley Local Planning Scheme No. 3 (LPS 3).

The proposal for road dedication is required for road improvement and bridge works, as per the submission received from Main Roads WA, attached hereto.

COMMENT

The proposal is consistent with the aims of LPS 3 and is recommended to be approved.

CONSULTATION

No consultation was deemed required.

STATUTORY ENVIRONMENT

Land Administration Act 1997.

FINANCIAL IMPLICATIONS

There are no financial implications relative to this application.

STRATEGIC IMPLICATIONS

There are no strategic implications relative to this application.

POLICY IMPLICATIONS

There are no policy implications relative to this application.

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council resolve to dedicate the land the subject of Main Roads Land Dealing Plan 1660-236-1 as a road pursuant to section 56 of the Land Administration Act 1997.

Attachment 9.3



Enquiries: Frank Mattaboni
Our Ref: 13/7110-02
Your Ref:
1 May 2019



Mr S Gollan
Chief Executive Officer
Shire of Beverley
PO Box 20
BEVERLEY WA 6304

Dear Sir

**REQUEST FOR SHIRE RESOLUTION TO THE DEDICATION OF LAND FOR ROAD
YORK MERREDIN ROAD 32.9 TO 35.08 SLK SECTION**

Attached for consideration by the Council is Land Dealing Plan 1660-236-1 depicting land utilised for improvement & bridge works carried out on the York Merredin Road. The land is required to be included in the road reserve.

Main Roads has approached all landowners and other affected parties and arrangements for acquisition are being finalised. To enable the land to be dedicated as road reserve, it is a requirement of the *Land Administration Act 1997* that local governments resolve to dedicate the road.

It would be appreciated if Council could consider the matter at its next meeting and provide the following statement in a letter to Main Roads marked to my attention. This will satisfy the requirements of the Department of Planning Lands & Heritage (DPLH) who will be arranging dedication once acquisition of the land is completed.

"Council at its ordinary meeting held on (Day Month Year) passed a resolution for the dedication of the land the subject of Main Roads Land Dealing Plan 1660-236-1 as a road pursuant to section 56 of the Land Administration Act 1997."

In addition if you could please provide a copy of the minutes of the Council meeting relating to Council's resolution for DPLH records.

Main Roads will be responsible for any costs and claims that may arise as a result of the dedication.

Should you require any further information please contact me on 08 9323 5856.

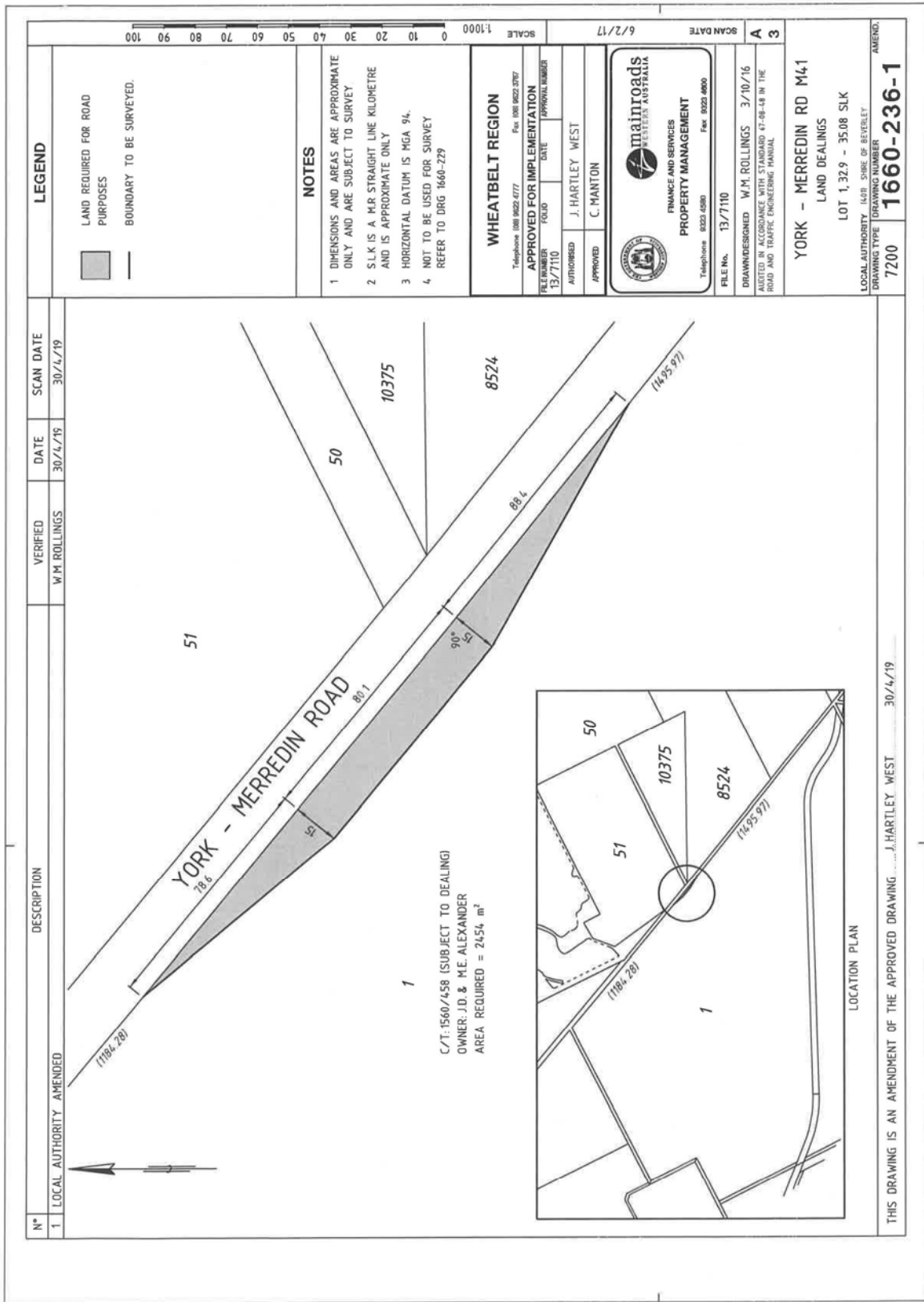
Yours sincerely

Frank Mattaboni
LAND CONSULTANT

Main Roads Western Australia
Northam Office: PO Box 333, Northam WA 6401
Narrogin Office: PO Box 194, Narrogin WA 6312

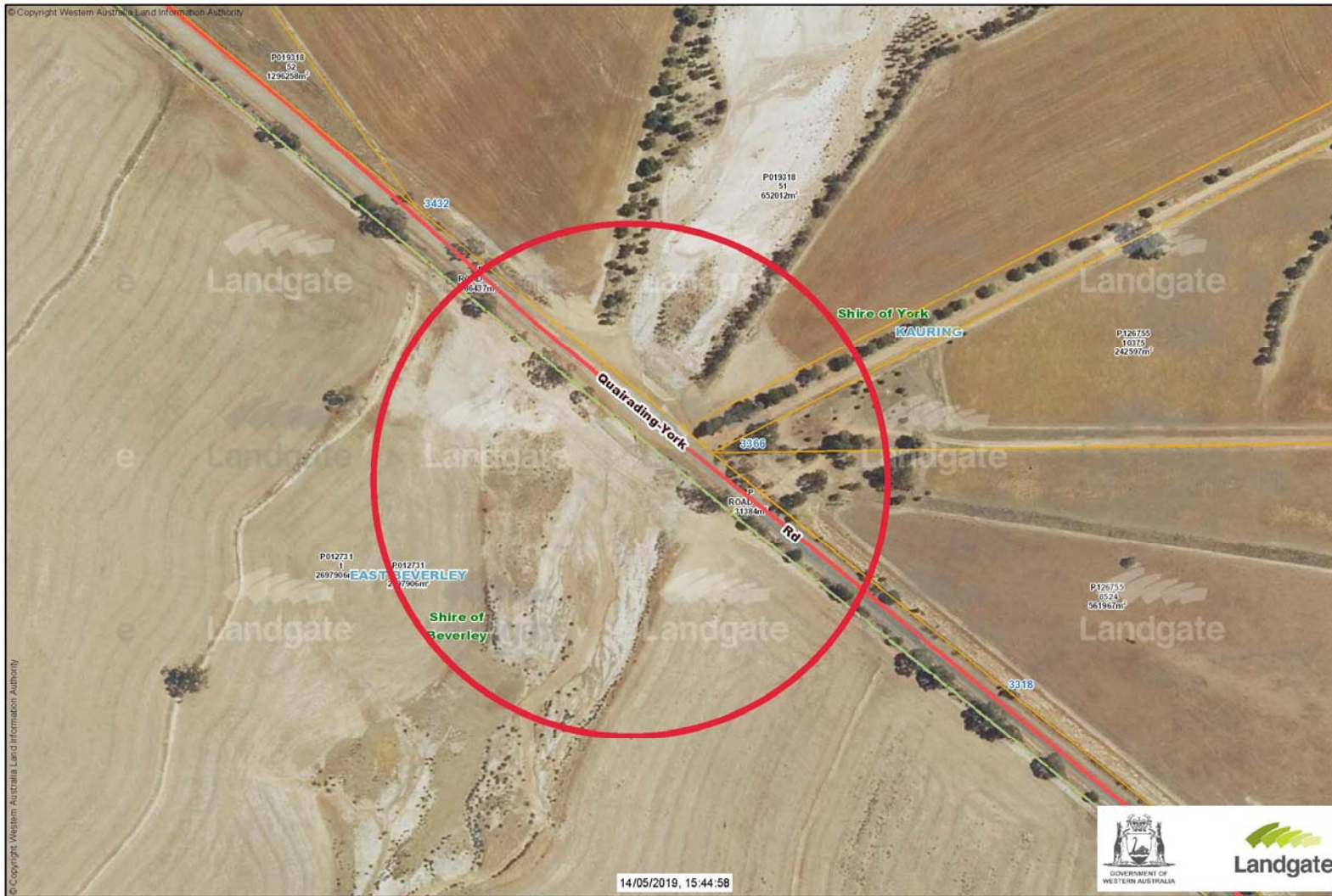
mainroads.wa.gov.au
wheatbelt@mainroads.wa.gov.au
Northam: 08 9622 4777 | Narrogin: 08 9881 0566

Attachment 9.3



Attachment 9.3

ROAD DEDICATION LOCALITY MAP



© Copyright, Western Australia Land Information Authority. No part of this document or any content appearing on it may be reproduced or published without the prior written permission of Landgate. Disclaimer: The accuracy and completeness of the information on this document is not guaranteed and is supplied by Landgate 'as is' with no representation or warranty as to its reliability, accuracy, completeness, or fitness for purpose. Please refer to original documentation for all legal purposes.

9.4 Development Application – Rural Pursuit (keeping of miniature horses) - 49 (Lot 202) Simmons Road, Beverley

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 21 May 2019
APPLICANT: Mr John Quake
FILE REFERENCE: SIM 51543
AUTHOR: B.S. de Beer, Shire Planner
ATTACHMENTS: Application Documentation

SUMMARY

Council has received an Application for Planning Approval for a *Rural Pursuit* (the keeping of 2 miniature horses) on 49 (Lot 202) Simmons Road, Beverley. It will be recommended the application be approved.

BACKGROUND

The applicant previously submitted an application for the above. Council at its meeting of 30 April 2019 resolved as follows:

‘The motion was lost as a Property Management Plan was not included in the application as per Council’s Stocking Rates Policy.’

Post communicating this outcome to the applicant, he obtained assistance with the formulation of the required Property Management Plan and submitted this application.

The property is 2.017 ha in extent, zoned *Rural Residential* in terms of the Shire of Beverley Local Planning Scheme No. 3 (LPS3), and contains a residence and outbuildings within a predetermined building envelope.

The applicant proposes to keep two miniature horses on the subject land.

COMMENT

A *Rural Pursuit/Hobby Farm* is defined as follows in LPS3:

“means any premises, other than premises used for agriculture — extensive or agriculture — intensive, that are used by an occupier of the premises to carry out any of the following activities if carrying out of the activity does not involve permanently employing a person who is not a member of the occupier’s household —

(a) the rearing, agistment, stabling or training of animals;

(b) the keeping of bees;

(c) the sale of produce grown solely on the premises.”

Subject land:

The subject site is zoned *Rural Residential* and is 2.017 ha in extent. It contains an existing dwelling and outbuildings. The proposal will be measured against the guidance afforded by Council’s *Stocking Rates Policy*.

Stocking Rates Policy:

The purpose of Council's *Stocking Rates Policy* is to provide a guide for the assessment and determination of applications for Planning Approval involving the keeping of livestock on, amongst others, *Rural Residential* zoned properties. It is not the intention of the policy to be applied rigidly, but that each application be examined on its merits, with the objectives and intent of the policy the key for assessment.

The main objectives of the *Stocking Rates Policy* directives are to:

- Ensure that livestock keeping is undertaken in a sustainable manner;
- Ensure that the keeping of livestock does not have a significant negative impact on the natural environment;
- Ensure that the keeping of livestock does not impact detrimentally on the health and/or amenity of adjoining land owners.

Base Stocking Rate:

Council's *Stocking Rate Policy* provides for the calculation of the Dry Sheep Equivalent (DSE) for any particular property which is proposed to be used for the keeping of livestock. From this calculation a determination can be made as to how many animals (stock) of a particular type can be accommodated.

The applicant indicated a calculated DSE of **5 DSE** using the following formula:

$$\text{Base Stocking Rate}^{(1)} \times \text{usable area}^{(2)} = \underline{\mathbf{5 DSE}}$$

(I.E. $5 \times 1.0 = 5 \text{ DSE}$)

Where ⁽¹⁾: The Base Stocking Rate for the Shire of Beverley, as per the Policy, is 5 DSE.

And ⁽²⁾: The usable area was calculated by estimating the area where the miniature horses will be kept, as depicted in the accompanying site plan.

Using the animal equivalents table in the Shire's *Stocking Rates Policy* it can be seen that the subject site does not yield a sufficient DSE to be able to accommodate the number of animals proposed. (Please note that 'Pony' was used as an equivalent for calculating the required DSE, as the Policy does not mention 'miniature horses').

Using the DSE calculations in the Policy as a guideline, a **DSE of 10** would have been required for the subject property to be able to accommodate the 2 miniature horses (5 DSE x 2).

The *Stocking Rates Policy* can permit though, with Council's discretion, proposals for *Rural Pursuit* land uses in excess of the Base Stocking Rate, where applicants submit a Property Management Plan which demonstrates that the operation of the Rural Pursuit land use will comply with Council's Policy.

Property Management Plan:

A Property Management Plan was submitted as part of the Planning Application, attached hereto. It addresses all issues of concern to the proposed use and operation thereof.

Stabling of the animals:

The applicant submitted a site plan indicating that the stabling of the animals will be within the agistment area. The siting of the proposed stable falls inside of the designated Building Envelope area of the subject land and is therefore supported.

Fencing:

The Council's *Stocking Rates Policy* requires a 7 strand/line ring-lock or similar fence with 'sighter' strands or electrical. Should Council resolve to approve the application, it will be recommended that the agistment area be fenced as per the *Stocking Rates Policy*.

Conclusion:

Shire Planner is of the opinion that with appropriately framed Conditions of Planning Approval and adherence thereto, the proposed development can be well managed.

CONSULTATION

The latest application was not referred to affected neighbours. For reference purposes the response received from the previous application is presented again in the table below:

No.	Name	Respondent Address	Summary of Submission	Council's Comment
1	Kathryn Horrocks	53 Simmons Road Beverley	<p>Comment on the proposal.</p> <p>The 'hole' referred to (we believe) intersects our boundary and continues to our property. Please ensure adequate measures are taken to ensure no manure drains/falls onto our land.</p> <p>We would ask that our common boundary be modified to include electric fencing, to ensure the ponies cannot escape & wonder onto our land.</p>	<p>The submission is noted.</p> <p>Appropriate Conditions of Planning approval will be recommended to address these concerns.</p>

STATUTORY ENVIRONMENT

The application may be approved under the Shire of Beverley's Local Planning Scheme No. 3.

FINANCIAL IMPLICATIONS

N/A

STRATEGIC IMPLICATIONS

N/A

POLICY IMPLICATIONS

N/A

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council resolve to grant planning approval for a Rural Pursuit (keeping of miniature horses) at 49 (Lot 202) Simmons Road, Beverley, subject to the following conditions and advice notes:

Conditions:

1. The Planning Approval for the Rural Pursuit is only valid for a period of two (2) years from the date of Council's approval of the same at which time a new Planning Approval must have been granted or the animals removed.
2. The agistment area shall be appropriately fenced as per the Stocking Rates Policy to the satisfaction of the Shire Planner.
3. The number and type of animal shall be limited to two (2) miniature horses only.
4. The Rural Pursuit shall be carried out in accordance with the submitted Property Management Plan and the requirements of Council's Stocking Rates Policy in so far as Property Management is concerned.
5. Where an existing animal kept on the property expires, it shall not be replaced without the further approval of the Shire having first being sought and obtained.
6. Every part of the subject site used for the Rural Pursuit land use must be maintained in a hygienic and clean condition, free from dust, odour, flies and vermin.
7. Measures shall be taken to prevent, as far as practicable, stormwater run-off and manure spillage unto neighbouring properties.
8. All manure is to be regularly collected and disposed of in a manner that is in compliance with the relevant legislation, to the satisfaction of the Shire's Environmental Health Officer.

Advice Notes:

Note 1: If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of determination, the approval will lapse and be of no further effect.

Note 2: Where an approval has so lapsed, no development shall be carried out without the further approval of the local government having first been sought and obtained.

Note 3: Nothing in the approval or these conditions shall excuse compliance with all relevant written laws in the commencement and carrying out of the development.

- Note 4: The applicant is advised a building permit is required prior to commencement of any building works.
- Note 5: The carrying on of the development must not cause a dust nuisance to neighbours. Where appropriate and practicable such measures as installation of sprinklers, use of water tanks, mulching or other land management systems should be installed or implemented to prevent or control dust nuisance, and such measures shall be installed or implemented within the time and in the manner directed by the Shire's Environmental Health Officer if it is considered that a dust nuisance exists.
- Note 6: The applicant is advised that where in the opinion of Council the livestock keeping is causing adverse environmental, health or amenity impacts, the Council may by written notice (giving clear reasons) require the owner of the land to:
- (a) take action to temporarily or permanently reduce the number of stock kept on the land; or
 - (b) remove all the stock from the land either temporarily or permanently; or
 - (c) rectify the adverse impacts of the livestock keeping.
- Note 7: If an applicant is aggrieved by this decision there is a right of review by the State Administrative Tribunal in accordance with the Planning and Development Act 2005 Part 14. An application must be made within 28 days of the determination.

Attachment 9.4

Basic / Intermediate Stock Management Plan

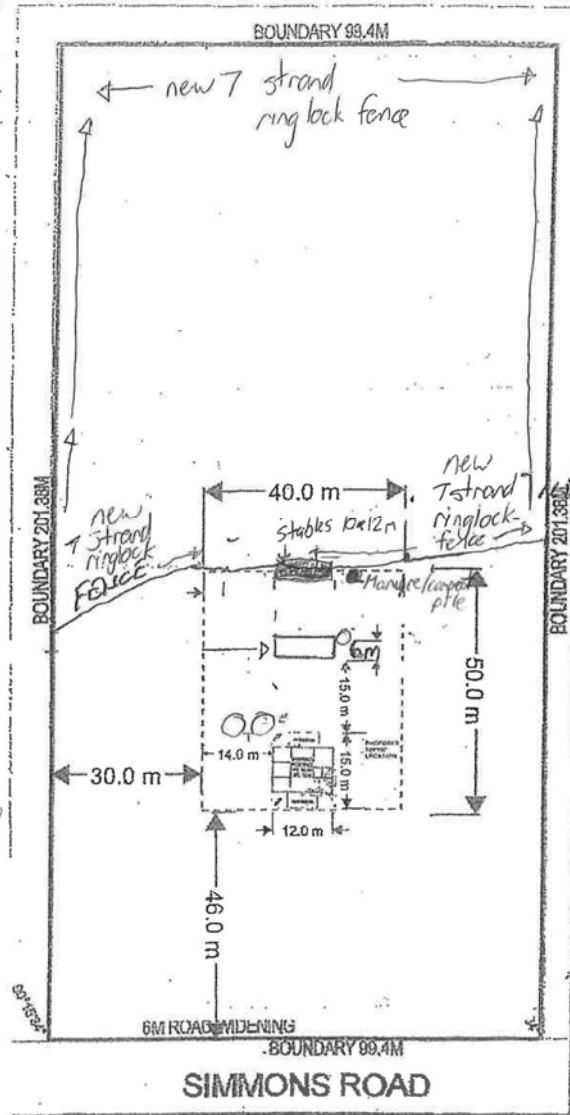
1.	Address of property	Lot 202 (49) Simmons Rd Beverley 6304	
2.	Area of property (ha)	<u>1.99</u>	
3.	What is the zone of the property?	RR4	
4.	What type of animal(s) and how many are proposed to be kept on the property?		
		Animal type	Height (cm) OR Weight (kg)
	Animal 1:	Miniature Pony	100
	Animal 2:	Miniature Pony	100
	Animal 3:		
	Animal 4:		
	Animal 5:		
	Animal 6:		
	If keeping horses/ponies refer to DPIRD 'Noteworthy 31 - Keeping horses on small properties'		
5.	What is the DSE for the animal(s) proposed to be kept ?	5	
6.	Paddock details:		
	Paddock number	Area (ha)	Irrigated (yes/no)
	Paddock 1	1.0	no
	Paddock 2		
	Paddock 3		
	Paddock 4		
	Paddock 5		
7.	Drainage management practices:		
	As the ground is relatively flat, it is not expected that there will be any significant issues with drainage. If needed, contours could be put in at a later date.		
8.	What are the soil types where the stock will be kept?	Predominantly clay with some sand	

Attachment 9.4

9.	Fencing? The whole paddock area where the ponies are kept is new 7 strand ringlock fencing, which has been correctly tensioned and will be regularly maintained.	
10.	Adequately fenced vegetation belts	There is no significant vegetation to protect (no trees at present). If trees are planted later, they will be fenced off to protect them from damage.
11.	Will you be constructing/providing any animal shelters, stables, yards, arenas or exercise areas?	Stable structure- second hand tin and steel stable to house 2 full size horses so large enough for two miniatures (approx. 10x12x3m). Positioned inside the existing building envelope(shown on map) and not near boundary fences.
12.	Manure collection details	Raked by tractor into pile near stable (on map) and managed by dung beetles and composted. If required, the manure will be removed to the tip on a regular basis. This will ensure there is no issues with odour or flies.
13.	How will the animals be fed/grazed?	Ponies will eat existing vegetation (weeds) and supplemented by hay as required
14.	Describe the condition of the existing pasture cover	Existing pasture is a variety of self sown weeds
15.	<p>Describe the management practices you plan to implement for the proposed animals. :</p> <p>No actual pasture apart from self sown weeds.</p> <p>As the ground is mainly clay which packs down, there is minimal dust.</p> <p>Water for the ponies is supplied by a bore.</p> <p>The ponies have access to a ventilated stable area for shelter.</p> <p>As these are miniature ponies (smaller than a shetland) they will have minimal impact.</p>	
16.	<p>Attach a site plan of your property at an appropriate scale showing cleared areas, areas of native vegetation or mapped LNA, environmental features (e.g. watercourse, granite outcrop, habitat trees), dams/soaks, firebreaks, fenced paddocks where stock will be kept, arenas, round yards and any existing and proposed structures for the stock (such as stables or animal shelters).</p> <p>Site plan attached</p>	

Attachment 9.4

LOT 202 Simmons Road, Beverley WA 6304



PROPOSED POSITION OF BUILDING ENVELOPE ON PROPERTY

9.5 Proposed General Practitioners Consulting Rooms – 127 (Lot 20) Vincent St Beverley

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 23 May 2019
APPLICANT: Dr A & E Oladipo
FILE REFERENCE: VIN 1032
AUTHOR: B.S. de Beer - Manager: Planning & Development Services
ATTACHMENTS: Application Letter, Locality Map, Consulting Room Layout

SUMMARY

An application has been received to establish Doctor's Consulting Rooms at 127 (Lot 20) Vincent Street. It will be recommended the application be approved.

BACKGROUND

The location is on the premises of the former Beverley Newsagency, at present the Nourisheby Health Shop, that will be relocating next door.

The subject site 127 (Lot 20) Vincent Street (*Avon Buildings*) is Zoned 'Rural Townsite' in terms of the Shire of Beverley Local Planning Scheme No. 3 (LPS 3). A number of retail shops share the same building. The site is not Heritage Listed.

COMMENT

The proposed use is regarded as 'Consulting rooms' in terms of LPS 3, which use is a 'P' use in *Table 3 – Zoning Table*.

'Consulting Rooms' are defined as follows in LPS 3:

Means premises used by no more than 2 health practitioners at the same time for the investigation or treatment of human injuries or ailments and for general outpatient care.

A 'P' use means that the use is permitted if it complies with any relevant development standards and requirements of LPS 3. The proposal is presented to Council as it proposes a change in use to Consulting Rooms.

As per the submission from the applicant (attached hereto), the proposal will involve the following:

- Doctors (General Practitioners) Consulting Room;
- Waiting room/reception room;
- Nurses room;
- New toilet & kitchen

Table 6 in LPS 3 provides the Parking Requirements for various developments. For Consulting Rooms the requirements are as follows:

5 parking spaces per consulting room plus one per staff member

This Development Standard therefore requires a total of 13 Parking Bays, i.e:

5 car parking spaces per Consulting Room:

2 Consulting Rooms x 5 = 10, and

1 car parking space per staff member:
3 staff (2 x doctors & 1 receptionist = 3).

It can be seen from the submitted plans that the proposal complies with this requirement of the LPS 3. As submitted by the applicant, there are also a number of off-site parking spaces available in the immediate vicinity, even though these will be shared spaces with other visitors to town.

CONSULTATION

No consultation was deemed required for this proposal.

STATUTORY ENVIRONMENT

The application may be considered under the Shire of Beverley's Local Planning Scheme No. 3.

FINANCIAL IMPLICATIONS

There are no financial implications relative to this application.

STRATEGIC IMPLICATIONS

There are no strategic implications relative to this application.

POLICY IMPLICATIONS

There are no policy implications relative to this application.

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council resolve to grant planning approval for Consulting Rooms at 127 (Lot 20) Vincent Street, Beverley, subject to the following conditions and advice notes:

Conditions:

1. Development shall be carried out only in accordance with the terms of the application as approved herein and any approved plan, prepared by the applicant and endorsed by the Manager: Planning & Development Services.
2. The onsite Parking Area shall be maintained to the satisfaction of the Shire.

Advice Notes:

Note 1: If the development the subject of this approval is not substantially commenced within a period of 2 years, or another period specified in the approval after the date of determination, the approval will lapse and be of no further effect.

Note 2: Where an approval has so lapsed, no development shall be carried out without the further approval of the local government having first been sought and obtained.

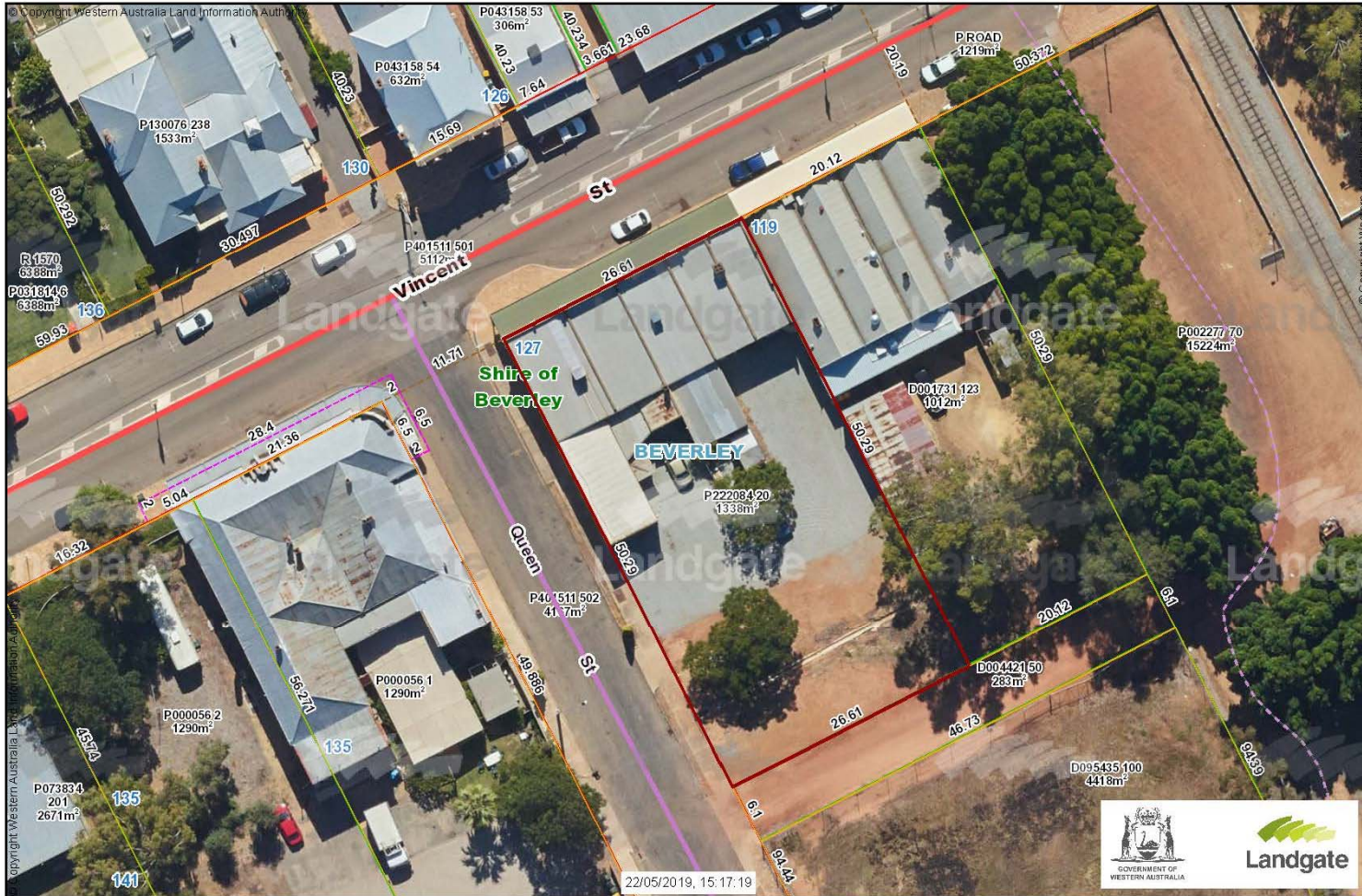
Note 3: Nothing in the approval or these conditions shall excuse compliance with all relevant written laws in the commencement and carrying out of the development.

Note 4: The applicant is advised a building permit is required where applicable, prior to any building work commencing.

Note 5: If an applicant is aggrieved by this decision there is a right of review by the State Administrative Tribunal in accordance with the *Planning and Development Act 2005* Part 14. An application must be made within 28 days of the determination.

Attachment 9.5

127 (lot 20) Vincent Street



© Copyright, Western Australia Land Information Authority. No part of this document or any content appearing on it may be reproduced or published without the prior written permission of Landgate.
Disclaimer: The accuracy and completeness of the information on this document is not guaranteed and is supplied by Landgate 'as is' with no representation or warranty as to its reliability, accuracy, completeness, or fitness for purpose.
Please refer to original documentation for all legal purposes.

Attachment 9.5

Beverley Shire
136 Vincent Street,
C/of Stefan De Beer,



Dear Stefan

RE: Application of change of use for 127a Vincent street Beverley WA 6304

THE PROPERTY

Being 127 Lot 20 Vincent Street, Beverley
on plan 222084, Volume 1620 folio 694
Space rented being 125.1415.m²

Development

DOCTORS SURGERY

Proposal for 2 new consulting rooms, revamping for 1 existing room into store and office admin room.

Revamping existing kitchen ,Bathroom, Toilet, and provide 1 vanity with hand washing basin for each rooms, temporary partitioning walls for the new consulting rooms, and painting or the internal rooms walls.

CAR BAYS

There are ample room for at least 15 car bays on the back of the surgery.
Up to 35 car bays In front of the surety (being Vincent Street), another 18 bays on Street. Please see aerial car park sketch Supplied with this application.

General Comments to support this application.

I would like to make some comments in support of this application. The applicant is prepared to commit to Beverley Town peoples and are in the process of signing a 5 year with option of another 5 years and will be looking for a home in Beverley. Also they will be needing a receptionist / office staffer.

Please note also as a Real Estate Agent in this district for almost 29 years and hope that you don't make the same mistakes that the York Shire as made for the last 20 years, that is refusing progress and development, specially Doctors (they bring more peoples into your Town)

Please note I am not criticising.

Just making an observation on my part. There as been so many missed opportunity since I started working in real estate in this area I strongly believe that we would have taken at least 50% on all of this opportunities we would have had benefitted 10 folds.

Kind Regards

Nick Di Giulio
Call me any time before 9pm
0417 385 030

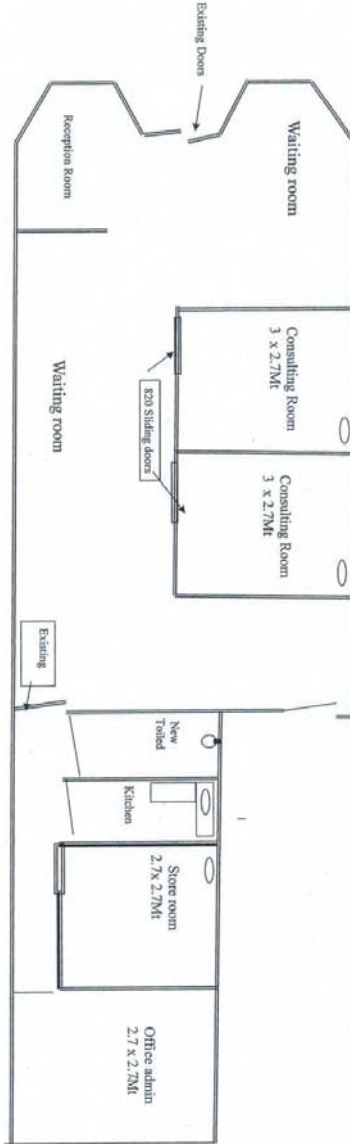
Licensee: Avon Districts Professionals Pty Ltd. ACN 008 966 041. ABN 13 589 742 399
100 Avon Terrace, York WA 6302 Phone 08 9641 2412 Fax 08 9641 2016
Your locally owned and operated Rural Real Estate Centre
LICENSED REAL ESTATE AGENTS

Attachment 9.5

Street name: <i>Vincent St</i>	Suburb: <i>Beverley</i>
Nearest street intersection:	
PROPOSED DEVELOPMENT	
Nature of development:	<input checked="" type="checkbox"/> Use <i>For a Medical Center.</i> <input type="checkbox"/> Works <input type="checkbox"/> Works and use
Is an exemption from development claimed for part of the development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, is the exemption for:	<input type="checkbox"/> Use <input type="checkbox"/> Works
Description of proposed works and/or land use:	<i>Internal Review & Change of use</i>
Description of exemption claimed (if relevant):	
Nature of any existing buildings and/or land use:	<i>Naturalist Treatment Reserve</i>
Approximate cost of proposed development:	
Estimated time of completion:	<i>4 Weeks</i>
OFFICE USE ONLY	
Lodgment Date: <i>22/5-19</i>	Property Assessment No.: _____
Fee Payable: _____	Payment Date: _____ Receipt No: _____
CHECKLIST FOR SUPPORTING DOCUMENTS	
SITE PLANS	
<ul style="list-style-type: none">• Site Plan of the proposed development at a scale of not less than 1:500.• North Point & Scale to be notated.• Street Name – Lot number and house number, where available.• Location of existing and proposed buildings on site.• Access arrangements (crossover, driveway, etc.)	
PLANS OF BUILDINGS (IF REQUIRED)	
<ul style="list-style-type: none">• Floor and Elevation plans at a scale of not less than 1:200.• Scale to be notated.	
ALL DEVELOPMENT APPLICATIONS	
<ul style="list-style-type: none">• Written description and justification of the proposal.• Hours of operation, where applicable.• Location of the proposal on site (shown on site Plan), where applicable.• Details of vehicle access and parking (shown on site Plan), where applicable.	
Should an Application for Development Approval not contain all the requirements, as detailed above, it will be considered incomplete and will not be accepted by the Shire of Beverley.	

Attachment 9.5

DEVELOPMENT APPLICATION
BEVERLEY DOCTORS SURGERY
EXISTING BUILDING Being
127a Vincent street, Beverley WA 6304



Application of change of use for 127 Vincent street Beverley WA 6304

THE PROPERTY

Being 127 Vincent Street Beverley
Specified being 126 1416/17

Development

DOCTORS SURGERY

Proposal for 2 new consulting rooms, revamping for 2 existing room for Office admin & store room.
Revamping existing Kitchen, Bathroom, Toilet, and provide 1 vanity with hand washing basin for each
rooms. Temporary Gyprock walls for the new consulting rooms, and painting of the internal rooms walls.

Attachment 9.5

CAR BAYS

Please note there are ample room for at least 15 car bays on the back of the surgery.
Up to 35 car bays in front of the surgery (being Vincent Street), another 18 bays on Street.
And ample car park on near the Railway track.



10. BUILDING SERVICES & ENVIRONMENTAL HEALTH SERVICES

Nil

11. FINANCE

11.1 Monthly Financial Report

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 7 May 2019
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S.K. Marshall, Deputy Chief Executive Officer
ATTACHMENTS: April 2019 Financial Reports

SUMMARY

Council to consider accepting the financial report for the period ending 30 April 2019.

BACKGROUND

There is a statutory requirement that the Local Government is to prepare, each month, a statement of financial activity reporting on sources and applications of its funds and to present the statement to Council.

Council adopted a budget variance reporting parameter of 10% on budgeted items of \$10,000 or greater at the July 2018 Ordinary Meeting, item 11.4.

COMMENT

The monthly financial reports for the period ending 30 April 2019 have been provided and include:

- Financial Activity Statement;
- Statement of Net Current Assets;
- Statement of Financial Position; and
- Supplementary information, including;
 - Operating Statement by Nature and Type;
 - Road Maintenance Report; and
 - Investment of Surplus Funds Report.

STATUTORY ENVIRONMENT

Section 6.4(1) of the *Local Government Act* provides that a local government is to prepare an annual financial report for the preceding financial year and such other financial reports as are prescribed.

Regulation 34 of the *Local Government (Financial Management) Regulations* requires a Statement of Financial Activity to be prepared each month which is to contain the following details:

- (a) annual budget estimates;
- (b) budget estimates to the end of the month;
- (c) actual amount of expenditure and revenue;
- (d) material variances between comparable amounts in (b) and (c) above; and
- (e) the net current assets at the end of the month to which the statement relates (i.e. surplus / (deficit) position).

The Statement is to be accompanied by:

- (a) explanation of the composition of net current assets, less committed assets and restricted assets;
- (b) explanation of the material variances; and
- (c) such other information considered relevant by the local government.

FINANCIAL IMPLICATIONS

All revenue and expenditure, unless disclosed in the notes to material variances, are as per the 2018/19 Budget.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

AF004 – Investing Surplus Funds

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the monthly financial report for the month of April 2019 be accepted and material variances be noted.

**SHIRE OF BEVERLEY
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING
30 April 2019**

Description	Budget 2018/19	YTD Budget 2018/19	YTD Actual 2018/19	YTD Variance	Notes To Material Variances
Operating Revenue					
General Purpose Funding	3,238,570.00	3,147,094.00	3,156,819.18	9,725.18	
Governance	21,600.00	9,100.00	54,586.63	45,486.63	Local Government House interest \$46,400 brought to account
Law, Order & Public Safety	195,361.00	136,156.00	142,601.99	6,445.99	
Health	100.00	0.00	363.64	363.64	
Education & Welfare	0.00	0.00	0.00	0.00	
Housing	108,454.00	93,344.00	101,652.21	8,308.21	
Community Amenities	208,624.00	204,415.00	207,266.10	2,851.10	
Recreation & Culture	417,941.00	399,197.00	413,650.83	14,453.83	Insurance Reimbursement and hire fees of Function Centre \$6,769, CRC Old School Building rent fees \$3,364, Hall hire fees \$1,570, and Gym memberships \$1,765 greater than anticipated.
Transport	6,289,277.00	3,428,683.00	3,562,544.32	133,861.32	MRWA Direct Grant \$44,794, Blackspot Funding \$15,064 due to overspend and LGGC Special Bridge Funding \$100,550 greater than anticipated. Walk Trail funding (\$25,000) unlikely to be received this FY.
Economic Activities	141,750.00	107,710.00	112,730.91	5,020.91	
Other Property & Services	43,100.00	37,660.00	43,550.20	5,890.20	
Total Operating Revenue	10,664,777.00	7,563,359.00	7,795,766.01	232,407.01	
Operating Expenditure					
General Purpose Funding	(171,297.00)	(119,270.00)	(117,062.83)	2,207.17	
Governance	(246,521.00)	(208,083.00)	(303,921.51)	(95,838.51)	Write off of low value assets as per change in Regulations loss on disposal (\$96,512) and FBT expense (\$10,749) greater than anticipated. Councillor training expenses \$3,000, Conference expenses \$2,842 and Admin Allocation-Members \$2,950 lower than anticipated YTD.
Law, Order & Public Safety	(418,479.00)	(277,701.00)	(284,515.56)	(6,814.56)	
Health	(154,808.00)	(124,613.00)	(118,414.96)	6,198.04	
Education & Welfare	(85,143.00)	(53,430.00)	(50,016.08)	3,413.92	
Housing	(213,299.00)	(204,774.00)	(258,895.66)	(54,121.66)	Depreciation expense (\$64,372) and Hunt Road Village Mtce (\$5,334) greater than anticipated YTD. ILU maintenance expenses \$8,065 and Staff Housing maintenance expenses \$4,323 lower than anticipated YTD.
Community Amenities	(668,992.00)	(509,571.00)	(506,036.41)	3,534.59	
Recreation & Culture	(1,429,716.00)	(1,138,264.00)	(1,131,124.62)	7,139.38	
Transport	(2,704,666.00)	(2,054,350.00)	(2,049,430.57)	4,919.43	
Economic Activities	(509,340.00)	(319,456.00)	(314,666.07)	4,789.93	
Other Property & Services	(15,106.00)	9,163.00	51,391.44	42,228.44	Mechanic wages \$28,857 lower than anticipated due to leave. Loader insurance write off profit on disposal \$19,000.
Total Operating Expenditure	(6,617,367.00)	(5,000,349.00)	(5,082,692.83)	(82,343.83)	
Net Operating	4,047,410.00	2,563,010.00	2,713,073.18	150,063.18	

**SHIRE OF BEVERLEY
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING
30 April 2019**

Description	Budget 2018/19	YTD Budget 2018/19	YTD Actual 2018/19	YTD Variance	Notes To Material Variances
Capital Income					
Self Supporting Loan - Principal Repayment	15,313.00	7,540.00	7,540.29	0.29	
Proceeds from Sale of Assets	162,000.00	142,000.00	141,920.00	(80.00)	
Total Capital Income	177,313.00	149,540.00	149,460.29	(79.71)	
Capital Expenditure					
Land and Buildings	(852,201.00)	(492,751.00)	(503,863.43)	(11,112.43)	Caravan Park Power Upgrade savings \$10,757.
Plant and Equipment	(265,000.00)	(130,000.00)	(154,259.79)	(24,259.79)	Swimming Pool Diving Board \$26,055 unbudgeted.
Office Furniture and Equipment	(60,000.00)	(37,000.00)	(36,770.34)	229.66	
Road Construction	(2,714,578.00)	(718,919.00)	(744,552.77)	(25,633.77)	Top Beverley Rd works expense (\$28,506) greater than anticipated.
Other Infrastructure	(4,015,208.00)	(1,810,186.00)	(1,810,238.25)	(52.25)	
Land Under Control	0.00	0.00	0.00	0.00	
Loans - Principal Repayments	(129,929.00)	(114,598.00)	(114,598.54)	(0.54)	
Total Capital Expenditure	(8,036,916.00)	(3,303,454.00)	(3,364,283.12)	(60,829.12)	
Net Capital	(7,859,603.00)	(3,153,914.00)	(3,214,822.83)	(60,908.83)	
Adjustments					
Depreciation Written Back	2,401,952.00	1,969,459.00	2,054,855.30	85,396.30	Depreciation expense greater than anticipated YTD.
Movement in Leave Reserve Cash Balance	0.00	0.00	4,350.80	4,350.80	
Movement in Non-Current Loan Repayments	0.00	0.00	0.00	0.00	
Movement in Non-Current SSL Income	0.00	0.00	0.00	0.00	
Movement in Non-Current Investments	0.00	0.00	(46,400.31)	(46,400.31)	Local Government House Trust investment brought to account.
Movement in Non-Current LSL Provision	0.00	0.00	0.00	0.00	
Movement in Non-Current Deferred Pensioner Rates	0.00	0.00	0.00	0.00	
(Profit)/Loss on Disposal of Assets Written Back	22,000.00	22,000.00	98,791.92	76,791.92	Write off of Low Value Assets as per changes to Regulations \$96,513.
Loss on Revaluation of Non-Current Assets Written Back	0.00	0.00	0.00	0.00	
Rounding	0.00	0.00	0.00	0.00	
Add Funding From					
Transfer (To)/From Reserves	518,065.00	(49,608.00)	(49,608.09)	(0.09)	
New Loan Funds	0.00	0.00	0.00	0.00	
Opening Surplus/(Deficit)	870,176.00	870,176.00	870,176.05	0.05	
Total Adjustments	3,812,193.00	2,812,027.00	2,932,165.67	120,138.67	
CLOSING SURPLUS/(DEFICIT)	0.00	2,221,123.00	2,430,416.02	209,293.02	

SHIRE OF BEVERLEY STATEMENT OF NET CURRENT ASSETS FOR THE PERIOD ENDING 30 April 2019	
Description	YTD Actual 2018/19
Current Assets	
Cash at Bank	250,061.93
Cash - Unrestricted Investments	2,020,580.95
Cash - Restricted Reserves	2,320,853.72
Cash on Hand	300.00
Accounts Receivable	494,703.25
Prepaid Expenses	0.00
Self-Supporting Loan - Current	7,772.53
Inventory - Fuel	12,996.52
Total Current Assets	5,107,268.90
Current Liabilities	
Accounts Payable	(133,573.88)
Loan Liability - Current	(15,330.95)
Annual Leave Liability - Current	(168,900.17)
Long Service Leave Liability - Current	(137,233.57)
Doubtful Debts	(108,545.88)
Total Current Liabilities	(563,584.45)
Adjustments	
Less Restricted Reserves	(2,320,853.72)
Less Self-Supporting Loan Income	(7,772.53)
Add Leave Reserves - Cash Backed	200,026.87
Add Loan Principal Expense	15,330.95
Total Adjustments	(2,113,268.43)
NET CURRENT ASSETS	2,430,416.02

**SHIRE OF BEVERLEY
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDING
30 April 2019**

Description	Actual 2017/18	YTD Actual 2018/19	Movement
Current Assets			
Cash and Cash Equivalents	4,161,346.24	4,591,796.60	430,450.36
Accounts Receivable	768,606.93	494,703.25	(273,903.68)
Prepaid Expenses	39,629.21	0.00	(39,629.21)
Self-Supporting Loan - Current	15,312.82	7,772.53	(7,540.29)
Inventory	9,938.85	12,996.52	3,057.67
Total Current Assets	4,994,834.05	5,107,268.90	112,434.85
Current Liabilities			
Accounts Payable	(1,619,096.00)	(133,573.88)	1,485,522.12
Loan Liability - Current	(129,929.49)	(15,330.95)	114,598.54
Annual Leave Liability - Current	(168,900.17)	(168,900.17)	0.00
Long Service Leave Liability - Current	(137,233.57)	(137,233.57)	0.00
Doubtful Debts	(108,545.88)	(108,545.88)	0.00
Total Current Liabilities	(2,163,705.11)	(563,584.45)	1,600,120.66
Non-Current Assets			
Non-Current Debtors	115,203.39	115,203.39	0.00
Non-Current Investments	0.00	46,400.31	46,400.31
Land and Buildings	21,346,251.95	21,181,346.08	(164,905.87)
Plant and Equipment	1,989,439.36	1,740,442.68	(248,996.68)
Furniture and Equipment	151,597.06	106,245.95	(45,351.11)
Infrastructure	56,115,882.67	57,529,253.69	1,413,371.02
Self Supporting Loan - Non Current	58,812.12	58,812.12	0.00
Total Non-Current Assets	79,777,186.55	80,777,704.22	1,000,517.67
Non-Current Liabilities			
Loan Liability - Non Current	(1,670,592.01)	(1,670,592.01)	0.00
Annual Leave - Non Current	0.00	0.00	0.00
Long Service Leave Liability - Non Current	(21,574.75)	(21,574.75)	0.00
Total Non Current Liabilities	(1,692,166.76)	(1,692,166.76)	0.00
Net Assets	80,916,148.73	83,629,221.91	2,713,073.18
Equity			
Accumulated Surplus	(38,881,645.54)	(41,545,110.63)	(2,663,465.09)
Reserves - Cash Backed	(2,271,245.63)	(2,320,853.72)	(49,608.09)
Reserve - Revaluations	(39,763,257.56)	(39,763,257.56)	0.00
Total Equity	(80,916,148.73)	(83,629,221.91)	(2,713,073.18)

SHIRE OF BEVERLEY OPERATING STATEMENT BY NATURE & TYPE FOR THE PERIOD ENDING 30 April 2019		
Description	Budget 2018/19	YTD Actual 2018/19
Income		
Rates	2,669,880.00	2,719,467.40
Operating Grants, Subsidies and Contributions	2,271,419.00	1,490,215.83
Profit On Asset Disposal	12,000.00	23,203.57
Service Charges	0.00	0.00
Fees & Charges	523,761.00	517,246.78
Interest Earnings	103,888.00	113,656.56
Other Revenue	60,500.00	99,950.65
Non-Operating Grants, Subsidies and Contributions	9,238,188.00	2,858,387.66
Total Income by Nature & Type	14,879,636.00	7,822,128.45
Expenditure		
Employee Costs	(2,134,739.00)	(1,551,882.10)
Materials & Contracts	(1,840,463.00)	(1,105,759.63)
Utilities	(208,638.00)	(166,748.87)
Depreciation On Non-Current Assets	(1,691,589.00)	(2,054,855.30)
Interest Expenses	(34,504.00)	(54,721.07)
Insurance Expenses	(168,227.00)	(184,220.82)
Other Expenditure	(81,975.00)	(91,672.67)
Loss On Asset Disposal	(8,000.00)	(121,995.49)
Loss on Revaluation of Non-Current Assets	0.00	0.00
Total Expenditure by Nature & Type	(6,168,135.00)	(5,331,855.95)
Allocations		
Reallocation Codes Expenditure	421,192.00	222,800.68
Reallocation Codes Income	0.00	0.00
Total Allocations	421,192.00	222,800.68
Net Operating by Nature & Type	9,132,693.00	2,713,073.18

**SHIRE OF BEVERLEY
ROAD MAINTENANCE REPORT
FOR THE PERIOD ENDING
30 April 2019**

Job #	Job Description	YTD Actual 2018/19
	Rural Road Maintenance	
RR001	Aikens Rd (RoadID: 51) (Maintenance)	4,689.73
RR002	Athol Rd (RoadID: 26) (Maintenance)	3,452.03
RR003	Avoca Rd (RoadID: 98) (Maintenance)	731.05
RR004	Balkuling Rd (RoadID: 32) (Maintenance)	6,898.71
RR005	Balkuling North Rd (RoadID: 177) (Maintenance)	713.68
RR006	Bally-Bally Countypeak Rd (RoadID: 25) (Maintenance)	5,145.64
RR007	Bally-Bally Rd (RoadID: 9) (Maintenance)	8,903.13
RR008	Barrington Rd (RoadID: 13) (Maintenance)	4,522.55
RR009	Batemans Rd (RoadID: 78) (Maintenance)	160.30
RR010	Batys Rd (RoadID: 60) (Maintenance)	2,899.66
RR011	Bellrock Rd (RoadID: 158) (Maintenance)	847.33
RR012	Bennetts Rd (RoadID: 91) (Maintenance)	1,199.61
RR013	Beringer Rd (RoadID: 29) (Maintenance)	10,499.86
RR014	Bethany Rd (RoadID: 148) (Maintenance)	2,120.05
RR015	Billabong Rd (RoadID: 179) (Maintenance)	773.45
RR016	Blackburn Rd (RoadID: 46) (Maintenance)	0.00
RR017	Bremner Rd (RoadID: 6) (Maintenance)	5,158.49
RR018	Buckinghams Rd (RoadID: 94) (Maintenance)	3,317.53
RR019	Bushhill Road (RoadID: 183) (Maintenance)	170.00
RR020	Butchers Rd (RoadID: 20) (Maintenance)	13,995.67
RR021	Cannon Hill Rd (RoadID: 176) (Maintenance)	607.38
RR022	Carrs Rd (RoadID: 47) (Maintenance)	2,864.32
RR023	Cattle Station Road (RoadID: 181) (Maintenance)	1,563.87
RR024	Caudle Rd (RoadID: 140) (Maintenance)	806.60
RR025	Chocolate Hills Rd (RoadID: 138) (Maintenance)	354.41
RR026	Clulows Rd (RoadID: 16) (Maintenance)	17,194.19
RR027	Collins Rd (RoadID: 66) (Maintenance)	1,910.87
RR028	Cookes Rd (RoadID: 61) (Maintenance)	2,128.18
RR029	Corberding Rd (RoadID: 43) (Maintenance)	7,494.29
RR030	County Peak Rd (RoadID: 96) (Maintenance)	5,534.29
RR031	Dale Kokeby Rd (RoadID: 10) (Maintenance)	9,307.51
RR032	Dalebin North Rd (RoadID: 24) (Maintenance)	5,280.40
RR033	Deep Pool Rd (RoadID: 82) (Maintenance)	1,145.71
RR034	Dobaderry Rd (RoadID: 102) (Maintenance)	9,814.63
RR035	Dongadilling Rd (RoadID: 18) (Maintenance)	8,974.56
RR036	Drapers Rd (RoadID: 79) (Maintenance)	1,324.32
RR037	East Lynne Rd (RoadID: 52) (Maintenance)	2,481.21
RR038	Edison Mill Rd (RoadID: 5) (Maintenance)	28,546.83
RR039	Ewert Rd (RoadID: 27) (Maintenance)	5,491.69

**SHIRE OF BEVERLEY
ROAD MAINTENANCE REPORT
FOR THE PERIOD ENDING
30 April 2019**

Job #	Job Description	YTD Actual 2018/19
RR040	Fergusons Rd (RoadID: 64) (Maintenance)	1,599.64
RR041	Fishers Rd (RoadID: 75) (Maintenance)	1,111.50
RR042	Glencoe Rd (RoadID: 33) (Maintenance)	3,745.67
RR043	Gors Rd (RoadID: 30) (Maintenance)	0.00
RR044	Greenhills South Rd (RoadID: 36) (Maintenance)	935.34
RR045	Heals Rd (RoadID: 95) (Maintenance)	3,313.16
RR046	Hills Rd (RoadID: 76) (Maintenance)	2,199.12
RR047	Hobbs Rd (RoadID: 40) (Maintenance)	5,150.00
RR048	Jacksons Rd (RoadID: 57) (Maintenance)	149.58
RR049	Jacobs Well Rd (RoadID: 15) (Maintenance)	13,499.76
RR050	Jas Rd (Maintenance)	393.96
RR051	Johnsons Rd (RoadID: 73) (Maintenance)	718.70
RR052	Jones Rd (RoadID: 48) (Maintenance)	2,769.80
RR053	K1 Rd (RoadID: 85) (Maintenance)	3,071.30
RR054	Kennedys Rd (RoadID: 92) (Maintenance)	0.00
RR055	Kevills Rd (RoadID: 69) (Maintenance)	0.00
RR056	Kieara Rd (RoadID: 55) (Maintenance)	3,092.02
RR057	Kilpatricks Rd (RoadID: 74) (Maintenance)	1,085.52
RR058	Kokeby East Rd (RoadID: 4) (Maintenance)	11,716.23
RR059	Kokendin Rd (RoadID: 11) (Maintenance)	24,592.37
RR060	Lennard Rd (RoadID: 58) (Maintenance)	39,988.31
RR061	Little Hill Rd (RoadID: 180) (Maintenance)	1,569.55
RR062	Luptons Rd (RoadID: 22) (Maintenance)	10,042.03
RR063	Maitland Rd (RoadID: 39) (Maintenance)	8,807.17
RR064	Mandiakon Rd (RoadID: 87) (Maintenance)	2,740.75
RR065	Manns Rd (RoadID: 59) (Maintenance)	1,792.61
RR066	Manuels Rd (RoadID: 37) (Maintenance)	3,824.66
RR067	Mawson Rd (RoadID: 100) (Maintenance)	3,765.81
RR068	Mawson North Rd (RoadID: 167) (Maintenance)	797.52
RR069	Mcdonalds Rd (RoadID: 54) (Maintenance)	4,730.00
RR070	Mckellars Rd (RoadID: 93) (Maintenance)	695.37
RR071	Mclean Rd (RoadID: 84) (Maintenance)	1,180.98
RR072	Millers Rd (RoadID: 49) (Maintenance)	11,022.81
RR073	Mills Rd (RoadID: 80) (Maintenance)	876.09
RR074	Morbinning Rd (RoadID: 1) (Maintenance)	17,940.82
RR075	Murrays Rd (RoadID: 71) (Maintenance)	2,340.84
RR076	Negus Rd (RoadID: 50) (Maintenance)	1,163.82
RR077	Northbourne Rd (RoadID: 28) (Maintenance)	326.79
RR078	Oakdale Rd (RoadID: 17) (Maintenance)	5,424.32
RR079	Patten Rd (RoadID: 53) (Maintenance)	1,121.40

**SHIRE OF BEVERLEY
ROAD MAINTENANCE REPORT
FOR THE PERIOD ENDING
30 April 2019**

Job #	Job Description	YTD Actual 2018/19
RR080	Petchells Rd (RoadID: 38) (Maintenance)	2,616.96
RR081	Piccadilly Rd (RoadID: 70) (Maintenance)	0.00
RR082	Pike Rd (RoadID: 45) (Maintenance)	6,786.57
RR083	Potts Rd (RoadID: 14) (Maintenance)	1,005.20
RR084	Qualandary Rd (RoadID: 19) (Maintenance)	5,635.52
RR085	Rickeys Rd (RoadID: 35) (Maintenance)	825.68
RR086	Rickeys Siding Rd (RoadID: 137) (Maintenance)	641.23
RR087	Rifle Range Rd (RoadID: 56) (Maintenance)	200.40
RR088	Rigoll Rd (RoadID: 157) (Maintenance)	1,431.52
RR089	Rogers Rd (RoadID: 62) (Maintenance)	1,107.42
RR090	Rossi Rd (RoadID: 156) (Maintenance)	634.75
RR091	Rumble Rd (Maintenance)	3,055.32
RR092	Schillings Rd (RoadID: 65) (Maintenance)	1,775.99
RR093	Shaw Rd (RoadID: 184) (Maintenance)	1,528.14
RR094	Sheahans Rd (RoadID: 90) (Maintenance)	2,461.80
RR095	Simmons Rd (RoadID: 101) (Maintenance)	1,855.13
RR096	Sims Rd (RoadID: 155) (Maintenance)	0.00
RR097	Ski Rd (RoadID: 83) (Maintenance)	14,490.06
RR098	Smith Rd (RoadID: 72) (Maintenance)	3,473.29
RR099	Southern Branch Rd (RoadID: 41) (Maintenance)	1,180.23
RR100	Spavens Rd (RoadID: 44) (Maintenance)	563.58
RR101	Springhill Rd (RoadID: 23) (Maintenance)	7,412.59
RR102	Steve Edwards Drv (RoadID: 173) (Maintenance)	330.30
RR103	St Jacks Rd (RoadID: 34) (Maintenance)	0.00
RR104	Talbot West Rd (RoadID: 12) (Maintenance)	2,138.35
RR105	Thomas Rd (RoadID: 31) (Maintenance)	276.92
RR106	Top Beverley York Rd (RoadID: 8) (Maintenance)	3,249.42
RR107	Turner Gully Rd (RoadID: 169) (Maintenance)	807.01
RR108	Vallentine Rd (RoadID: 21) (Maintenance)	6,892.43
RR109	Walgy Rd (RoadID: 42) (Maintenance)	17,817.36
RR110	Walkers Rd (RoadID: 86) (Maintenance)	170.00
RR111	Wansbrough Rd (RoadID: 77) (Maintenance)	904.86
RR112	Warradale Rd (RoadID: 67) (Maintenance)	2,857.03
RR113	Waterhatch Rd (RoadID: 2) (Maintenance)	9,709.72
RR114	Westdale Rd (RoadID: 166) (Maintenance)	27,099.25
RR115	Williamsons Rd (RoadID: 63) (Maintenance)	1,093.98
RR116	Woods Rd (RoadID: 68) (Maintenance)	0.00
RR117	Woonderlin Rd (RoadID: 175) (Maintenance)	3,040.39
RR118	Wyalgima Rd (RoadID: 154) (Maintenance)	0.00
RR119	Yenyening Lakes Rd (RoadID: 7) (Maintenance)	24,660.78

SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR THE PERIOD ENDING 30 April 2019		
Job #	Job Description	YTD Actual 2018/19
RR120	York-Williams Rd (RoadID: 3) (Maintenance)	21,684.51
RR121	Young Rd (RoadID: 81) (Maintenance)	0.00
RR777	Contract Road Side Spraying	44,340.91
RR888	Tree Lopping - Rural Roads (Maintenance)	6,120.00
RR999	Rural Roads Various (Maintenance)	62,594.02
WANDRRA	Disaster Recovery Works	0.00
Sub Total	Rural Road Maintenance	682,787.67
	Town Street Maintenance	
TS001	Barnsley St (RoadID: 162) (Maintenance)	0.00
TS002	Bartram St (RoadID: 114) (Maintenance)	1,614.13
TS003	Brockman St (RoadID: 129) (Maintenance)	0.00
TS004	Brooking St (RoadID: 122) (Maintenance)	96.31
TS005	Broun St (RoadID: 144) (Maintenance)	0.00
TS006	Chestillion Ct (RoadID: 139) (Maintenance)	0.00
TS007	Chipper St (RoadID: 126) (Maintenance)	0.00
TS008	Council Rd (RoadID: 149) (Maintenance)	2,078.30
TS009	Courtney St (RoadID: 153) (Maintenance)	0.00
TS010	Dawson St (RoadID: 106) (Maintenance)	3,399.62
TS011	Delisle St (RoadID: 120) (Maintenance)	1,044.47
TS012	Dempster St (RoadID: 111) (Maintenance)	48.16
TS013	Duffield St (RoadID: 160) (Maintenance)	442.84
TS014	Edward St (RoadID: 107) (Maintenance)	646.14
TS015	Elizabeth St (RoadID: 131) (Maintenance)	0.00
TS016	Ernest Drv (RoadID: 135) (Maintenance)	335.55
TS017	Forrest St (RoadID: 103) (Maintenance)	7,718.79
TS018	George St North (RoadID: 161) (Maintenance)	785.02
TS019	George St South (RoadID: 145) (Maintenance)	0.00
TS020	Grigson St (RoadID: 172) (Maintenance)	0.00
TS021	Hamersley St (RoadID: 130) (Maintenance)	0.00
TS022	Harper St (RoadID: 109) (Maintenance)	981.32
TS023	Hope St (RoadID: 115) (Maintenance)	229.50
TS024	Hopkin St (RoadID: 128) (Maintenance)	96.31
TS025	Horley St (RoadID: 127) (Maintenance)	0.00
TS026	Hunt Rd (Maintenance)	3,383.99
TS027	Husking St (RoadID: 117) (Maintenance)	330.80
TS028	Hutchinson St (RoadID: 168) (Maintenance)	0.00
TS029	John St (RoadID: 105) (Maintenance)	1,715.71
TS030	Langsford St (RoadID: 152) (Maintenance)	0.00

SHIRE OF BEVERLEY ROAD MAINTENANCE REPORT FOR THE PERIOD ENDING 30 April 2019		
Job #	Job Description	YTD Actual 2018/19
TS031	Lennard St (RoadID: 113) (Maintenance)	643.41
TS032	Ludgate St (RoadID: 143) (Maintenance)	0.00
TS033	Lukin St (RoadID: 104) (Maintenance)	1,950.94
TS034	Mcneil St (RoadID: 141) (Maintenance)	112.94
TS035	Monger St (RoadID: 116) (Maintenance)	324.87
TS036	Morrison St (RoadID: 112) (Maintenance)	141.38
TS037	Nicholas St (RoadID: 123) (Maintenance)	96.34
TS038	Prior Pl (RoadID: 174) (Maintenance)	0.00
TS039	Queen St (RoadID: 110) (Maintenance)	367.11
TS040	Railway Pde (RoadID: 147) (Maintenance)	0.00
TS041	Railway St (RoadID: 146) (Maintenance)	0.00
TS042	Richardson St (RoadID: 124) (Maintenance)	102.24
TS043	Seabrook St (RoadID: 118) (Maintenance)	0.00
TS044	Sewell St (RoadID: 119) (Maintenance)	1,198.07
TS045	Shed St (RoadID: 136) (Maintenance)	39.16
TS046	Short St (RoadID: 121) (Maintenance)	626.05
TS047	Smith St (RoadID: 108) (Maintenance)	973.48
TS048	Taylor St (RoadID: 165) (Maintenance)	0.00
TS049	Vincent St (RoadID: 125) (Maintenance)	11,738.93
TS050	Wright St (RoadID: 150) (Maintenance)	0.00
TS051	Great Southern Hwy (Maintenance)	2,578.56
TS888	Tree Lopping - Town Streets (Maintenance)	0.00
TS999	Town Streets Various (Maintenance)	11,135.93
Sub Total	Town Streets Maintenance	56,976.37
Total	Road Maintenance	739,764.04

SHIRE OF BEVERLEY						
INVESTMENT OF SURPLUS FUNDS						
AS AT 30 April 2019						
Account #	Account Name	Amount Invested (\$)	Total	Term	Interest Rate	Maturation
2654398	Reserve Funds Bendigo					
	Long Service Leave	64,024.71				
	Office Equipment	21,829.31				
	Airfield Emergency	39,071.20				
	Plant	486,058.37				
	Bush Fire Fighters	125,750.03				
	Building	420,822.06				
	Recreation Ground	413,060.35				
	Cropping Committee	103,663.20				
	Avon River Development	25,274.01				
	Annual Leave	136,002.16				
	Community Bus	33,277.96				
	Road Construction	383,086.81				
	Senior Housing	68,933.55	2,320,853.72	2 mnths	2.25%	27/06/2019
9778-24193	Term Deposit ANZ	212,066.23		3 mnths	2.30%	22/05/2019
2913004	Term Deposit Bendigo	506,607.33		6 mnths	2.50%	11/06/2019
2914725	Term Deposit Bendigo	301,907.39		3 mnths	2.55%	13/06/2019
2920412	Term Deposit Bendigo	400,000.00		6 mnths	2.60%	18/07/2019
2930459	Term Deposit Bendigo	300,000.00		5 mnths	2.50%	26/08/2019
2930463	Term Deposit Bendigo	300,000.00	2,020,580.95	6 mnths	2.50%	24/09/2019
	Total		4,341,434.67			

11.2 Accounts Paid by Authority

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 2 May 2019
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S.K. Marshall, Deputy Chief Executive Officer
ATTACHMENTS: April 2019 – List of Accounts

SUMMARY

Council to consider authorising the payment of accounts.

BACKGROUND

The following list represents accounts paid by authority for the month of April 2019.

COMMENT

Unless otherwise identified, all payments have been made in accordance with Council's 2018/19 Budget.

STATUTORY ENVIRONMENT

Regulation 12 of the Local Government (Financial Management) Regulations provides that:

- (1) A payment may only be made from the municipal fund or the trust fund —
 - (a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or
 - (b) otherwise, if the payment is authorised in advance by a resolution of the council.
- (2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

Regulation 13 of the Local Government (Financial Management) Regulations provides that:

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
 - (a) the payee's name;
 - (b) the amount of the payment;
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing —
 - (a) for each account which requires council authorisation in that month —
 - (i) the payee's name;
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction;and
 - (b) the date of the meeting of the Council to which the list is to be presented.
- (3) A list prepared under sub regulation (1) or (2) is to be —

- (a) presented to the Council at the next ordinary meeting of the council after the list is prepared; and
- (b) recorded in the minutes of that meeting.

FINANCIAL IMPLICATIONS

Unless otherwise identified, all payments have been made in accordance with Council's 2018/19 Budget.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Authority to Purchase – All acquisitions should be in accordance with budget provisions or to a maximum specified cost.

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the List of Accounts as presented, be received:

April 2019:

(1) **Municipal Fund** – Account 016-540 259 838 056

Cheque vouchers

15 April 19	1719-1721	(3)	\$	22,253.83	(authorised by CEO S Gollan and DCEO S Marshall)
23 April 19	1722-1722	(1)	\$	15,097.99	(authorised by CEO S Gollan and Cr D White)

Total of cheque vouchers for April 2019 incl \$ 37,351.82 previously paid

EFT vouchers

04 April 19	EFT 1-39	(39)	\$	51,864.05	(authorised by CEO S Gollan and DCEO S Marshall)
04 April 19	EFT 4546-4555	(10)	\$	13,710.68	(authorised by CEO S Gollan and DCEO S Marshall)
10 April 19	EFT 4558-4566	(9)	\$	67,509.83	(authorised by CEO S Gollan and DCEO S Marshall)
15 April 19	EFT 4567-4582	(16)	\$	46,518.81	(authorised by CEO S Gollan and DCEO S Marshall)
17 April 19	EFT 4583-4590	(8)	\$	21,794.52	(authorised by CEO S Gollan and Cr D White)
18 April 19	EFT 1-39	(39)	\$	51,010.90	(authorised by CEO S Gollan and DCEO S Marshall)
23 April 19	EFT 4591-4599	(8)	\$	32,716.10	(authorised by CEO S Gollan and Cr D White)
26 April 19	EFT 4601-4619	(19)	\$	21,838.06	(authorised by CEO S Gollan and DPres C Pepper)
30 April 19	EFT 4620-4622	(3)	\$	7,507.67	(authorised by CEO S Gollan and DCEO S Marshall)

Total of EFT vouchers for April 2019 incl \$ 314,470.62 previously paid.

(2) **Trust Fund** – Account 016-259 838 128

Cheque vouchers

Nil vouchers

Total of cheque vouchers for April 2019 incl \$ 00.00 previously paid.

EFT vouchers

04 April 19	EFT 4544-4545	(2)	\$	400.00	authorised by CEO S Gollan and DCEO S Marshall)
10 April 19	EFT 4556-4556	(1)	\$	1,320.00	(authorised by CEO S Gollan and DCEO S Marshall)
10 April 19	EFT 4557-4557	(1)	\$	300.00	(authorised by CEO S Gollan and DCEO S Marshall)

Total of EFT vouchers for April 2019 incl \$ 2,020.00 previously paid.

(3) **Direct Debit** Payments totalling \$ 108,178.62 previously paid.

(4) **Credit Card** Payments totalling \$ 809.27 previously paid.

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
Cheque #	1719	15-Apr-2019	ATO - Australian Tax Office	2019-03 Mar BAS Obligation (incl FBT contribution)	(18,934.00)	(18,934.00)
Cheque #	1720	15-Apr-2019	Telstra	Phone Bills	(1,589.08)	(1,589.08)
Cheque #	1721	15-Apr-2019	Water Corporation	Water use - Balkuling Rd Standpipe: 18 Jan - 25 Mar 19	(1,730.75)	(1,730.75)
Cheque #	1722	23-Apr-2019	Water Corporation	Water Bills	(15,097.99)	(15,097.99)
EFT Pymt	EFT 4546	04-Apr-2019	Beverley Community Resource Centre (CRC)	2019-03 Mar (Ed 413): Blarney Compilation for Production	(1,000.00)	
EFT Pymt	EFT 4547	04-Apr-2019	Beverley Country Kitchen (BCK)	Council Meet - 26 Mar 2019: Catering	(360.00)	
EFT Pymt	EFT 4548	04-Apr-2019	Beverley Dome Fuel & Hire (BDF)	6,000 L Diesel @ \$1.4017/L GST incl	(8,410.20)	
EFT Pymt	EFT 4549	04-Apr-2019	LGPA - Local Government Professionals Aust WA (LGMA)	Training: Social Media Workshop - 26 Mar 2019: J Murray	(67.00)	
EFT Pymt	EFT 4550	04-Apr-2019	MAL Automotives P/L	BE020 (UTE10): 75,000km service	(302.68)	
EFT Pymt	EFT 4551	04-Apr-2019	Michael Wilson	2019-04 Apr: Photocopying & Delivery of the Blarney	(250.00)	
EFT Pymt	EFT 4552	04-Apr-2019	PCS - Perfect Computer Solutions	Computer Support - Medical Centre: Mar 2019	(255.00)	
EFT Pymt	EFT 4553	04-Apr-2019	RCPA (WA) Reinforced Concrete Pipes Aust (WA) P/L	MUN1901 (Morbinning Rd): Various piping	(650.72)	
EFT Pymt	EFT 4554	04-Apr-2019	Snap Osborne Park	Printing of bus cards for Planner, CESM and building envelopes	(714.78)	
EFT Pymt	EFT 4555	04-Apr-2019	WA Hino	BE012 (PTRK06): 104,055 km Service	(1,700.30)	(13,710.68)
EFT Pymt	EFT 4558	10-Apr-2019	Ailsa Winifred Elston	Rates refund (withdrawal) for Ass 894 - 34 Dawson Street, Beverley 6304	(1,000.00)	
EFT Pymt	EFT 4559	10-Apr-2019	Allington Agri	Various roads & bridges: Weed eradication	(26,800.00)	
EFT Pymt	EFT 4560	10-Apr-2019	Avon Waste	2,011 Bin Collection FE 29 Mar 19 inc Recycling Bins & 3 x Recycling Collections	(4,537.14)	
EFT Pymt	EFT 4561	10-Apr-2019	BGC Quarries	Various Roads: 8.56T Metal dust	(42.37)	
EFT Pymt	EFT 4562	10-Apr-2019	Building Commission (BSL)	2019-03 Mar 19 Collections x 1 (Lics 18/19: 36)	(56.65)	
EFT Pymt	EFT 4563	10-Apr-2019	CTF - Construction Training Fund (BCTIF)	2019-03 Mar 19 Collections x 2 (Lics 18/19: 35, 36)	(135.57)	
EFT Pymt	EFT 4564	10-Apr-2019	Dieter Prussner	Template for Silver Centenary model (laser cutting)	(200.00)	
EFT Pymt	EFT 4565	10-Apr-2019	Surepak (WA) P/L	Various: Plastic wrap & bin liners	(234.30)	

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
EFT Pymt	EFT 4566	10-Apr-2019	WA Treasury Corporation	Loan 120 (Cornerstone Building): DEB 02 of 30 Repayment - Apr 2019	(34,503.80)	(67,509.83)
EFT Pymt	EFT 4567	15-Apr-2019	Australia Post	2019-03 Mar Postage	(281.05)	
EFT Pymt	EFT 4568	15-Apr-2019	Beverley District High School	Reimbursements: Bus hire & Youth Activity Workshop	(233.36)	
EFT Pymt	EFT 4569	15-Apr-2019	Beverley Post News and Gifts	2019-03 Mar Newsagency Purchases	(124.76)	
EFT Pymt	EFT 4570	15-Apr-2019	Beverley Supermarket & Liquor (IGA)	2019-03 Mar Purchases	(997.61)	
EFT Pymt	EFT 4571	15-Apr-2019	CAS - Contract Aquatic Services	5 of 5 install of Contract Management for 18/19; Additional hours; Chemicals	(24,566.00)	
EFT Pymt	EFT 4572	15-Apr-2019	Colin Lindsay Day	Qualandry Rd: Repairs to control gates at Yenyenning Lakes	(3,700.00)	
EFT Pymt	EFT 4573	15-Apr-2019	Delisle Engineering	Wonderlin Rd: Repairs to cattle grid	(583.00)	
EFT Pymt	EFT 4574	15-Apr-2019	ITR WA	BE001 (PGRD04): Parts	(880.00)	
EFT Pymt	EFT 4575	15-Apr-2019	JR & A Hersey P/L	Personal Protective Equipment: Various	(338.58)	
EFT Pymt	EFT 4576	15-Apr-2019	M & B Building Products (M & B Sales P/L)	AS12001 (LBN1909) - Unit 9 Refurb: Materials	(372.90)	
EFT Pymt	EFT 4577	15-Apr-2019	MAL Automotives P/L	BE000 (PUTE12): 12,000km service	(372.20)	
EFT Pymt	EFT 4578	15-Apr-2019	Northam Mitre10	AS12000 (LBN1906) - Office space conversion: Materials	(1,004.85)	
EFT Pymt	EFT 4579	15-Apr-2019	State Library of WA (LISWA)	2018/19 Library Freight Recoup	(932.50)	
EFT Pymt	EFT 4580	15-Apr-2019	The Shed Company	AS11053 (LBS1905) Westdale Fire Shed: Deposit as agreed	(11,450.00)	
EFT Pymt	EFT 4581	15-Apr-2019	WA Contract Ranger Services	Ranger Services: 18, 25 Mar 2019	(561.00)	
EFT Pymt	EFT 4582	15-Apr-2019	Wilson Sign Solutions	Bev Cornerstone Opening: Hire of plaque stand	(121.00)	(46,518.81)
EFT Pymt	EFT 4583	17-Apr-2019	AITIS Specialists P/L	2019-03 Mar Fuel Tax Credits	(282.81)	
EFT Pymt	EFT 4584	17-Apr-2019	Avon Trading Pty Ltd	2019-03 Mar Hardware Purchases	(1,588.92)	
EFT Pymt	EFT 4585	17-Apr-2019	Avon Waste	2,014 Bin Collection FE 12 Apr 19 inc Recycling Bins & 3 x Recycling Collections	(4,543.60)	
EFT Pymt	EFT 4586	17-Apr-2019	BOC Limited	2019-03 Mar Cylinder Rental: Medical oxygen C size	(6.09)	
EFT Pymt	EFT 4587	17-Apr-2019	Beverley Dome Fuel & Hire (BDF)	8,000 L Diesel @ \$1.4188/L GST incl	(11,350.40)	
EFT Pymt	EFT 4588	17-Apr-2019	Building Commission (BSL)	2019-03 Mar 19 Collections Amendment x 1 (Lics 18/19: 35)	(56.65)	

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
EFT Pymt	EFT 4589	17-Apr-2019	Eastern Hills Saws & Mowers	Minor plant purchase: Kombi Engine	(783.00)	
EFT Pymt	EFT 4590	17-Apr-2019	Synergy	Street Lights: 25 Feb - 24 Mar 2019	(3,183.05)	(21,794.52)
EFT Pymt	EFT 4591	23-Apr-2019	ADC Projects	Swim Pool: Aquatic Centre Redevelopment	(4,015.00)	
EFT Pymt	EFT 4592	23-Apr-2019	Abco Products P/L	Various buildings: Cleaning products	(960.56)	
EFT Pymt	EFT 4594	23-Apr-2019	Focus Networks	AS40044 (OF1901) - Admin - Computer Equipment Renewal: 50% deposit	(21,896.09)	
EFT Pymt	EFT 4595	23-Apr-2019	Officeworks Ltd	2019-03 Mar Paper Order	(1,330.25)	
EFT Pymt	EFT 4596	23-Apr-2019	RM Surveys P/L	Swim Pool - Aquatic Centre Redevelopment: Feature survey	(3,795.00)	
EFT Pymt	EFT 4597	23-Apr-2019	Staff - Stefan de Beer	Reimbursement: Mar - Apr 2019 Landline and internet costs	(79.77)	
EFT Pymt	EFT 4598	23-Apr-2019	Toll Ipec P/L (Courier Aust)	Freight Charges: 05 Apr 19	(526.44)	
EFT Pymt	EFT 4599	23-Apr-2019	ZircoData Pty Ltd	2019-03 Mar: Storage of Archives - 141 x A1 boxes (std ctns) & barcodes	(112.99)	(32,716.10)
EFT Pymt	EFT 4601	26-Apr-2019	AAA Asphalt Surfaces	Various Rds: Coldmix	(869.00)	
EFT Pymt	EFT 4602	26-Apr-2019	BGC Builders Supplies	Various Rds: Building materials	(6,519.79)	
EFT Pymt	EFT 4603	26-Apr-2019	Beverley Bakehouse & Cafe	Youth Activity Area Workshop - 13 Apr 2019: Catering	(114.00)	
EFT Pymt	EFT 4604	26-Apr-2019	Beverley Community Resource Centre (CRC)	2019-04 Apr (Ed 414): Blarney Compilation for Production	(1,000.00)	
EFT Pymt	EFT 4605	26-Apr-2019	Beverley Tyre Service (BTS)	2019-03 Mar Tyre purchases	(648.00)	
EFT Pymt	EFT 4606	26-Apr-2019	Blackwoods	Various buildings: Cleaning products	(3,437.65)	
EFT Pymt	EFT 4607	26-Apr-2019	Bunnings Building Supplies P/L	Various Bldgs: Hardware supplies	(228.74)	
EFT Pymt	EFT 4608	26-Apr-2019	Cr Denise Jo Ridgway	Travel Claim: Jan - Mar 2019	(525.68)	
EFT Pymt	EFT 4609	26-Apr-2019	Elders Rural Services Aust Ltd	MUN1901 (Morbinning Rd): Materials	(283.50)	
EFT Pymt	EFT 4610	26-Apr-2019	GJM Contractors P/L	Cornerstone Bldg: Ceiling tiles	(264.00)	
EFT Pymt	EFT 4611	26-Apr-2019	IT Vision	Payroll Training - Essentials Workshop, 12-13 Mar 2019, Canning Bridge: 2 persons	(3,256.00)	
EFT Pymt	EFT 4612	26-Apr-2019	Landgate	14 Mar 19 - Req: 58868335 (A51177)	(102.80)	
EFT Pymt	EFT 4613	26-Apr-2019	Midalia Steel Northam	Various bldgs: Materials	(293.77)	

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
EFT Pymt	EFT 4614	26-Apr-2019	QCA - Quick Corporate Australia	2019-04 Apr Stationery Order	(383.66)	
EFT Pymt	EFT 4615	26-Apr-2019	RCPA (WA) Reinforced Concrete Pipes Aust (WA) P/L	Various Rds: Piping & headwalls	(758.80)	
EFT Pymt	EFT 4616	26-Apr-2019	Shacks Holden	BE1 (PSDN13): 12,000km service	(443.00)	
EFT Pymt	EFT 4617	26-Apr-2019	Synergy	Power use - Swim Pool: 12 Mar - 09 Apr 2019	(1,768.20)	
EFT Pymt	EFT 4618	26-Apr-2019	Turn It Up Electrical (TIU)	AS12001 (LBN1909) - Unit 9 Refurb: Electrical work	(380.47)	
EFT Pymt	EFT 4619	26-Apr-2019	WA Contract Ranger Services	Ranger Services: 01, 18 Apr 2019	(561.00)	(21,838.06)
EFT Pymt	EFT 4620	30-Apr-2019	Ceilings and Roofing Perth	Office Conversion - Admin Office	(6,831.00)	
EFT Pymt	EFT 4621	30-Apr-2019	Gibson Raison Settlements	Landgate fees - Transfer of Lot 32 Great Southern Hwy, Kokeby	(126.67)	
EFT Pymt	EFT 4622	30-Apr-2019	Woolfitt Home Improvements & Maintenance	Office Space Renovations - Admin Office Works	(550.00)	(7,507.67)
Direct Debit	DD 2129.1	02-Apr-2019	Superwrap - Personal Super Plan	Superannuation contributions	(979.72)	
Direct Debit	DD 2129.2	02-Apr-2019	WA Super	Superannuation contributions	(6,620.17)	
Direct Debit	DD 2129.3	02-Apr-2019	BT Super For Life	Superannuation contributions	(358.99)	
Direct Debit	DD 2129.4	02-Apr-2019	MLC MasterKey Personal Super	Superannuation contributions	(91.20)	
Direct Debit	DD 2129.5	02-Apr-2019	REST	Superannuation contributions	(171.87)	
Direct Debit	DD 2129.6	02-Apr-2019	Colonial First State Super (Gibson Daniel)	Superannuation contributions	(215.39)	
Direct Debit	DD 2129.7	02-Apr-2019	Cbus Super Fund	Superannuation contributions	(195.84)	
Direct Debit	DD 2129.8	02-Apr-2019	AMP Lifetime Super	Superannuation contributions	(88.91)	
Direct Debit	DD 2129.9	02-Apr-2019	UniSuper	Superannuation contributions	(195.83)	(8,917.92)
Direct Debit	DD 2149.1	16-Apr-2019	Superwrap - Personal Super Plan	Superannuation contributions	(930.32)	
Direct Debit	DD 2149.2	16-Apr-2019	WA Super	Superannuation contributions	(6,783.87)	

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
Direct Debit	DD 2149.3	16-Apr-2019	BT Super For Life	Superannuation contributions	(358.99)	
Direct Debit	DD 2149.4	16-Apr-2019	MLC MasterKey Personal Super	Superannuation contributions	(91.20)	
Direct Debit	DD 2149.5	16-Apr-2019	REST	Superannuation contributions	(171.87)	
Direct Debit	DD 2149.6	16-Apr-2019	Colonial First State Super (Gibson Daniel)	Superannuation contributions	(215.39)	
Direct Debit	DD 2149.7	16-Apr-2019	Cbus Super Fund	Superannuation contributions	(195.84)	
Direct Debit	DD 2149.8	16-Apr-2019	AMP Lifetime Super	Superannuation contributions	(44.45)	
Direct Debit	DD 2149.9	16-Apr-2019	UniSuper	Superannuation contributions	(195.29)	(8,987.22)
Direct Debit	DD 2171.1	30-Apr-2019	Superwrap - Personal Super Plan	Superannuation contributions	(827.72)	
Direct Debit	DD 2171.2	30-Apr-2019	WA Super	Payroll deductions	(6,658.79)	
Direct Debit	DD 2171.3	30-Apr-2019	BT Super For Life	Superannuation contributions	(358.99)	
Direct Debit	DD 2171.4	30-Apr-2019	REST	Superannuation contributions	(171.87)	
Direct Debit	DD 2171.5	30-Apr-2019	Colonial First State Super (Gibson Daniel)	Superannuation contributions	(219.50)	
Direct Debit	DD 2171.6	30-Apr-2019	Cbus Super Fund	Superannuation contributions	(199.56)	
Direct Debit	DD 2171.7	30-Apr-2019	AMP Lifetime Super	Superannuation contributions	(76.89)	
Direct Debit	DD 2171.8	30-Apr-2019	UniSuper	Superannuation contributions	(152.29)	(8,665.61)
Direct Debit	44	01-Apr-2019	1 - Bank Charges	Bank Charges - BPAY TXN FEES	(13.21)	(13.21)
Direct Debit	44	15-Apr-2019	1 - Bank Charges	Bank Charges - Unpresented CHQ 1492	(15.00)	
Direct Debit	44	15-Apr-2019	1 - Bank Charges	Bank Charges - Unpresented CHQ 1564	(15.00)	(30.00)
Direct Debit	44	17-Apr-2019	1 - Bank Charges	Bank Charges - Returned CHQ Fee Reversed	15.00	15.00
Direct Debit	44	03-Apr-2019	7 - CBA Merchant Fee	CBA Merchant Fee	(399.50)	(399.50)

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
Direct Debit	44	04-Apr-2019	8 - ANZ TransactiveFEE	ANZ TransactiveFEE	(97.40)	(97.40)
Direct Debit	44	01-Apr-2019	3 - Payments for DOT	Payments for DOT	(2,190.90)	
Direct Debit	44	09-Apr-2019	3 - Payments for DOT	Payments for DOT	(9,005.95)	
Direct Debit	44	10-Apr-2019	3 - Payments for DOT	Payments for DOT	(3,273.55)	
Direct Debit	44	11-Apr-2019	3 - Payments for DOT	Payments for DOT	(2,181.25)	
Direct Debit	44	12-Apr-2019	3 - Payments for DOT	Payments for DOT	(1,864.50)	
Direct Debit	44	15-Apr-2019	3 - Payments for DOT	Payments for DOT	(5,555.60)	
Direct Debit	44	16-Apr-2019	3 - Payments for DOT	Payments for DOT	(4,207.00)	
Direct Debit	44	17-Apr-2019	3 - Payments for DOT	Payments for DOT	(2,871.10)	
Direct Debit	44	18-Apr-2019	3 - Payments for DOT	Payments for DOT	(4,003.95)	
Direct Debit	44	23-Apr-2019	3 - Payments for DOT	Payments for DOT	(2,225.35)	
Direct Debit	44	24-Apr-2019	3 - Payments for DOT	Payments for DOT	(2,601.35)	
Direct Debit	44	26-Apr-2019	3 - Payments for DOT	Payments for DOT	(3,450.30)	
Direct Debit	44	29-Apr-2019	3 - Payments for DOT	Payments for DOT	(1,099.70)	
Direct Debit	44	30-Apr-2019	3 - Payments for DOT	Payments for DOT	(3,078.30)	
Direct Debit	44	02-Apr-2019	3 - Payments for DOT	Payments for DOT	(3,554.30)	
Direct Debit	44	03-Apr-2019	3 - Payments for DOT	Payments for DOT	(2,535.45)	
Direct Debit	44	04-Apr-2019	3 - Payments for DOT	Payments for DOT	(24,570.30)	
Direct Debit	44	05-Apr-2019	3 - Payments for DOT	Payments for DOT	(1,095.15)	
Direct Debit	44	08-Apr-2019	3 - Payments for DOT	Payments for DOT	(1,683.30)	(81,047.30)

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
Direct Debit	DD	30-Apr-2019	Ixom Operations P/L [Chemicals Aust Operations P/L (nee Orica)]	2019-03 Mar: Chlorine Gas 70kg Cylinder Rental x 2 cylinders	(35.46)	(35.46)
Direct Debit	EFT 4600	26-Apr-2019	Credit Card - Shire of Beverley	Various Purchases	(809.27)	(809.27)
PAYMENTS RAISED IN CURRENT MONTH					(357,935.38)	(357,935.38)
WAGES & SALARIES						
EFT Pymt		04-Apr-2019	Wages & Salaries	FE - 02 Apr 2019	(51,864.05)	
EFT Pymt		18-Apr-2019	Wages & Salaries	FE - 16 Apr 2019	(51,010.90)	
WAGES & SALARIES					(102,874.95)	(102,874.95)
UNPRESENTED PAYMENTS for CURRENT BANK STATEMENT						
Direct Debit	DD 2171.1	30-Apr-2019	Superwrap - Personal Super Plan	Superannuation contributions	827.72	
Direct Debit	DD 2171.2	30-Apr-2019	WA Super	Payroll deductions	6,658.79	
Direct Debit	DD 2171.3	30-Apr-2019	BT Super For Life	Superannuation contributions	358.99	
Direct Debit	DD 2171.4	30-Apr-2019	REST	Superannuation contributions	171.87	
Direct Debit	DD 2171.5	30-Apr-2019	Colonial First State Super (Gibson Daniel)	Superannuation contributions	219.50	
Direct Debit	DD 2171.6	30-Apr-2019	Cbus Super Fund	Superannuation contributions	199.56	
Direct Debit	DD 2171.7	30-Apr-2019	AMP Lifetime Super	Superannuation contributions	76.89	
Direct Debit	DD 2171.8	30-Apr-2019	UniSuper	Superannuation contributions	152.29	
UNPRESENTED PAYMENTS for CURRENT BANK STATEMENT					8,665.61	8,665.61
PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS						
Cheque #	1718	29-Mar-2019	Cr Donald William Davis	18/19 Cr Year Remuneration: Oct 2018 - Mar 2019 (1 of 2 pymts)	(2,300.00)	

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS					(2,300.00)	(2,300.00)
TRANSFERS to TRUST					0.00	0.00
OTHER AMENDMENTS/GENERAL JOURNALS						
Adjustment		17-Apr-2019	ANZ Bank	Bank Charges - Returned CHQ Fee Reversed	(15.00)	
OTHER AMENDMENTS/GENERAL JOURNALS					(15.00)	(15.00)
INVESTMENTS						
					0.00	
INVESTMENTS					0.00	0.00
TOTAL EXPENDITURE for MUNICIPAL ACCOUNT						(454,459.72)
CREDIT CARD PAYMENT SUMMARY for CURRENT BANK STATEMENT						
Credit card	07032019-SG	07-Mar-2019	Parking - Convention Centre	Parking re Bethany Rd Clearing Permit Hearing (S Gollan), City of Perth Parking (Convention Centre): Parking re Bethany Rd Clearing Permit Hearing (S Gollan), GST	12.12	
Credit card	052443030711242019	07-Mar-2019	Parking - Convention Centre	Parking re Bethany Rd Clearing Permit Hearing (S Vincent), City of Perth Parking (Convention Centre): Parking re Bethany Rd Clearing Permit Hearing (S Vincent), GST	18.17	
Credit card	086144L0001	07-Mar-2019	Catalono's Café	Bethany Rd Clearing Permit Hearing - Refreshments for 2 persons, Catalono's Cafe: Bethany Rd Clearing Permit Hearing - Refreshments for 2 persons (CEO Stephen Gollan & MOW Stephen Vincent), GST	48.00	
Credit card	122423	13-Mar-2019	Midland Tool Totals	Various plant - Equipment, Midland Total Tools: Various plant - 12 T jack, Midland Total Tools: Various plant - 12 T jack, Midland Total Tools: Various plant - Trolley, GST	228.90	
Credit card	271426	20-Mar-2019	Succulent Foods - Refreshments	Skate Park Precinct Working Group: Refreshments for 9, Succulent Foods - Skate Park Precinct Working Group, Kellerberrin Inspection: Refreshments for 9 persons, GST	140.00	

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
Credit card	W159929	26-Mar-2019	Ampelite	Ampelite - 6 Barnsley St: Roof sheeting, Ampelite - 6 Barnsley St: Roof sheeting 4 @ 3.9m Prodek gel coat sheeting (Opal)	362.08	
CREDIT CARD PAYMENT SUMMARY for CURRENT BANK STATEMENT					809.27	
TRUST ACCOUNT DETAILS						
PAYMENTS RAISED IN CURRENT MONTH						
Cheque #	26	15-Apr-2019	Bank Charges	Bank Charges - Stop Payment Fee CHQ 1492	(15.00)	
Cheque #	26	15-Apr-2019	Bank Charges	Bank Charges - Reverse Stop Payment Fee	15.00	
EFT Pymt	EFT 4544	04-Apr-2019	EA Strange & Co	Refund of Cleaning Bond - Hall Hire, Booking 30 Mar 2019 (Rec 20697)	(200.00)	
EFT Pymt	EFT 4545	04-Apr-2019	Shire of Beverley	Refund of Cleaning Bond - Hall Hire, Booking 29 Feb 2016 (Rec 4601). Trfd to Shire as a donation towards the erection of the 3 flag poles outside the Admin Bldg	(200.00)	
EFT Pymt	EFT 4556	10-Apr-2019	Shire of Beverley	Transfer of Office 1 Bond Bev Cornerstone (Rec 18677) Funds donated to the Youth Activity Area (Skate Park)	(1,320.00)	
EFT Pymt	EFT 4557	10-Apr-2019	Shire of Beverley	Forfeit of Housing & Pet Bonds: 30B Dawson St; Vacated unit on 14 Apr 2018 (Rec 13992)	(300.00)	
PAYMENTS RAISED IN CURRENT MONTH					(2,020.00)	(2,020.00)
PAYMENTS UNPRESENTED IN CURRENT BANK #						
PAYMENTS UNPRESENTED IN CURRENT BANK #					0.00	0.00
PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS						
PAYMENTS PRESENTED IN CURRENT BANK # RELATING to PRIOR MONTHS' TRANSACTIONS					0.00	0.00
OTHER AMENDMENTS/GENERAL JOURNALS						
Adjustment		15-Apr-2019	ANZ Bank	Bank Charges - Reverse Stop Payment Fee	(15.00)	
OTHER AMENDMENTS/GENERAL JOURNALS					(15.00)	(15.00)
TOTAL EXPENDITURE for TRUST ACCOUNT						(2,035.00)

TYPE	NUM	DATE	PAYEE	DETAILS	AMT PAID	TOTALS
TOTAL EXPENDITURE as reconciled to the APRIL 2019 BANK STATEMENTS						
				Municipal Account Expenditure		(454,459.72)
				Trust Account Expenditure		(2,035.00)
				TOTAL EXPENDITURE for APRIL 2019		(456,494.72)

11.3 RFT 04/1819 Cool Room Tender

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 20 May 2019
APPLICANT: Shire of Beverley
FILE REFERENCE: ADM 0565
AUTHOR: S.K. Marshall, Deputy Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

Council to consider tender applications for the disposal of the Town Hall Cool Room.

BACKGROUND

The Town Hall Kitchen is being refurbished and the cool room replaced by new free standing fridges. Proceeds from the disposal of the cool room will remain with the Shire of Beverley.

The tender was advertised on the Shire of Beverley website and the Beverley Blarney. Tenders closed on Friday 17 May 2019.

At the close of Tenders, two (2) applications were received. Tenders were opened in the presence of Deputy CEO Simon Marshall and Administration Officer Rochelle Prime.

COMMENT

The following tenders were received:

Name or Company	Tendered Amount inc GST
Aaron Baxter	\$350.00
Casper Nell	\$3,100.00

STATUTORY ENVIRONMENT

Local Government Act 1995 Section 3.58 Disposing of property

- (1) In this section —
 - dispose** includes to sell, lease, or otherwise dispose of, whether absolutely or not;
 - property** includes the whole or any part of the interest of a local government in property, but does not include money.
- (2) Except as stated in this section, a local government can only dispose of property to —
 - (a) the highest bidder at public auction; or
 - (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

- (3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
- (a) it gives local public notice of the proposed disposition —
 - (i) describing the property concerned; and
 - (ii) giving details of the proposed disposition; and
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;
 - and
 - (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

FINANCIAL IMPLICATIONS

\$3,100.00 proceeds of sale.

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Purchasing and Procurement: Policy No AF007

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION

That the tender for the purchase of the Town Hall Cool Room, by Casper Nell for the price of \$3,100.00 incl GST be accepted.

11.4 2019/20 Capital Program

SUBMISSION TO: Ordinary Council Meeting 27 May 2019
REPORT DATE: 20 May 2019
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S.K. Marshall, Deputy Chief Executive Officer
ATTACHMENTS: Draft 2019/20 Capital Program (Under separate cover)

SUMMARY

Council to consider including the draft 2019/20 Capital Program in the draft 2019/20 Budget.

BACKGROUND

Through Road Inspections, Committee Meetings and Workshops, Council has provided Staff with direction for the 2019/20 Capital Program throughout the 2018/19 Financial Year.

Further, the proposed 2019/20 Capital program has been informed by the long term financial plan review, which is on going.

COMMENT

The draft 2019/20 Capital Program (attached) outlines Councils Capital works plan for the next financial year.

Costs included for each Capital job have not been confirmed.

Following the Corporate Strategy Committee meeting on 14 May 2019, several changes to projects and funding were made.

A summary of revised net capital expenditure for 2019/20 is as follows:

Description	Net Estimated Expenditure
Roads	\$700,129
Bridges	\$0
Footpaths	\$100,000
Drainage	\$0
Land & Buildings	\$283,000
Plant & Equipment	\$530,000
Furniture & Equipment	\$0
TOTAL	\$1,613,129

Total capital expenditure for 2019/20 is proposed to be \$4,554,560 with linked Grant and Reserve funding contributions towards projects being \$2,941,431. No new loans are proposed, however if Council wish to progress refurbishment works on the Old School Building, allowing for loan funding may be considered in lieu of seeking grants which may not be forth coming.

Also, given the change over cost, Council to consider retaining the DCEO Vehicle for a further 12 months.

Note items at cost of less than \$5,000 are not capitalised. Provisions for IT equipment replacement (\$10,000) and medical equipment replacement (\$10,000) are included in Council's operating allocations.

Staff request Council to confirm the 2019/20 Program, following which firm quotes will be sought for each job (where possible).

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

2019/20 Budget

STRATEGIC IMPLICATIONS

Capital expenditure in line with goals set out in the Strategic Community Plan.

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That the draft 2019/20 Capital Program be included in the draft 2019/20 Budget.

11.5 2019/20 Budget – Fees and Charges

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 16 May 2019
APPLICANT: N/A
FILE REFERENCE: N/A
AUTHOR: S.K. Marshall, Deputy Chief Executive Officer
ATTACHMENTS: Draft 2019/20 Schedule of Fees and Charges

SUMMARY

Council to review the Fees and Charges schedule for the 2019/20 financial year.

BACKGROUND

The Shire of Beverley's Schedule of Fees and Charges is reviewed annually and forms part of Council's Annual Budget.

COMMENT

The full Schedule of Fees and Charges and percentage increase comparisons for consideration is attached. Generally, a blanket percentage increase of 3% has currently been applied. Previously Council has considered increasing fees and charges at the same percentage rate as any intended Rate increases.

Variations to the 2019/20 Schedule include:

- Sporting Club charges not determined by an agreement have been rounded up following no increase last financial year;
- Remove Old School Building CRC lease charge – no longer rented;
- Remove BBP Senior's Housing lease charge – project did not proceed;
- Remove Copying charges – Copier has been removed;
- Remove District Map charges – never been requested;
- Remove Building Material Supply charges – support material suppliers;
- Increase Asbestos Burial fees – due to increased burden of licence requirements;
- Increase Car Body fees – due to area these take up;
- Addition of a Wedding Function Hall Hire fee – in anticipation of increased promotion following kitchen renovation works.

Gym Membership

A review of surrounding Shire's of similar size and their gym membership charges was conducted.

2018/19 Gym Fees		12 Months
Brookton	Adult	240
	Senior/Concession	120
	Junior	120
<hr/>		
Pingelly	Adult	60
	Senior/Concession	31
	Junior	42
<hr/>		
Quairading	Adult	160
	Senior/Concession	125
	Junior	125
<hr/>		
Beverley	Adult	296
	Senior/Concession	147
	Junior	147

It is proposed to reduce the current charges (see attached schedule) to align with surrounding communities and to encourage more use of the gym.

It is believed that any reduction in revenue from lower fees will be offset by an increase in the number of members.

The Gym is currently subsidised by ~\$14,000.

Council direction regarding the reduction in Gym membership fees is requested.

Standpipes

Standpipe charges need to be reviewed following the decision by the Water Corporation to significantly increase standpipe water charges.

It is expected that new costs to council will be \$8.353 per kL, up from \$2.534 per kL.

Previously an administration charge has been included in the usage charge (i.e. per kL). This complicates billing as water charges are GST exempt whereas the admin charge attracts GST.

It is suggested that a fixed administration charge per bill be introduced to simplify billing and improve transparency.

Council direction regarding the revised kL charge is requested. Full cost recovery including supply rate would be preferred.

See attached information regarding Water Corporation Standpipe charge changes.

Cornerstone Conference Room – Community Hire

Council to consider introducing a community hire fee for the Cornerstone Conference Room. Currently there is a flat fee for all hirers.

Council offers a 50% discount to incorporated community groups for use of the Hall Complex and Function and Recreation Centre.

Council direction regarding the Cornerstone Conference Room community charge is requested.

Fee Schedule

The draft 2019/20 Fees and Charges schedule includes proposed increases of CPI (1.3% March Quarter All Groups – see attached), 3%, 4%, 5% and 6% respectively.

Some fees are increased annually by CPI under agreement, these fees are identified in the notes section of the schedule. These increases have been applied.

Statutory charges (for Dogs/Cats, Health, Building and Planning) may change following advice from the relevant Government departments. If changes do occur, the schedule will be updated accordingly.

At the Corporate Strategy Committee meeting held on 14 May 2019, the following amendments to the schedule of Fees and Charges were recommended:

- Sporting Club charges not determined by an agreement to be rounded up following no increase last financial year;
- Remove Old School Building CRC lease charge;
- Remove BBP Senior’s Housing lease charge;
- Remove Copying charges;
- Remove District Map charges;
- Community hire fee for the Cornerstone Conference Room be at a 50% discount.
- Addition of a Special Function Hall Hire fee;
- Gym membership fees to decrease to

Group	12 Months	6 Months
Adult	\$200	\$120
Senior	\$125	\$75
Junior	\$125	\$75

- Gym occasional use fee of \$50 for up to 30 consecutive days use;
- Standpipe charge of \$8.35 per kL and \$5 admin charge per invoice; and
- A blanket 1.3% increase on all other discretionary fees rounded to the nearest whole dollar excluding the Caravan Park.

STATUTORY ENVIRONMENT

Section 6.16 of the *Local Government Act* provides that:

- (1) a local government may impose (by absolute majority) and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.
- (2) A fee or charge may be imposed for the following
 - a. Providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government
 - b. Supplying a service or carrying out work at the request of a person

- c. Subject to section 5.94, providing information from local government records;
 - d. Receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorization or certificate;
 - e. Supplying goods;
 - f. Such other service as may be prescribed.
- (3) Fees and charges are to be imposed when adopting the annual budget but may be –
- a. Imposed (by absolute majority) during a financial year; and
 - b. Amended (by absolute majority) from time to time during a financial year.

Section 6.17 further provides:

- (1) In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors –
- a. The cost to the local government of providing the service or goods;
 - b. The importance of the service or goods to the community; and
 - c. The price at which the service or goods could be provided by an alternative provider.
- (2) A high fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently.
- (3) The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service –
- a. Under section 5.96;
 - b. Under section 6.16 (2) (d); or
 - c. Prescribed under section 6.16 (2) (f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service
- (4) Regulations may –
- a. Prohibit the imposition of a fee or charge in prescribed circumstances; or
 - b. Limit the amount of a fee or charge in prescribed circumstances.

Regulation 2 of the *Local Government (Financial Management) Regulations* (2) provides that the CEO is to –

- (a) ensure that the resources of the local government are effectively and efficiently managed;
- (b) assist the council to undertake reviews of fees and charges regularly (and not less than once in every financial year); and

Section 6.19 of the *Local Government Act* provides that if a local government wishes to impose any fees or charges under this Subdivision after the annual budget has been adopted it must, before introducing the fees or charges, give local public notice of —

- (a) its intention to do so; and
- (b) the date from which it is proposed the fees or charges will be imposed.

Section 41 of the *Health Act* provides that every local government may from time to time, as occasion may require, make and levy as aforesaid and cause to be collected an annual rate for the purpose of providing for the proper performance of all or any of the services mentioned in section 112, and the maintenance of any sewerage works constructed by the local government under Part IV. Such annual rate shall not exceed —

- (a) 12 cents in the dollar on the gross rental value; or
- (b) where the system of valuation on the basis of the unimproved value is adopted, 3 cents in the dollar on the unimproved value of the land in fee simple, provided that the local government may direct that the minimum annual amount payable in respect of any one separate tenement shall not be less than \$1.

Provided also, that where any land in the district is not connected with any sewer, and a septic tank or other sewerage system approved by the local government is installed and used upon such land by the owner or occupier thereof for the collection, removal, and disposal of nightsoil, urine, and liquid wastes upon such land, the local government may by an entry in the rate record exempt such land from assessment of the annual rate made and levied under this section, and, in lieu of such annual rate, may, in respect of such land, make an annual charge under and in accordance with section 106 for the removal of refuse from such land.

Section 112 of the *Health Act* provides that:

- (1) A local government may, and when the Executive Director, Public Health so requires, shall undertake or contract for the efficient execution of the following works within its district, or any specified part of its district:
 - (a) The removal of house and trade refuse and other rubbish from premises.
 - (b) The supply of disinfectants for the prevention or control of disease, and pesticides for the destruction of pests.
 - (c) The cleansing of sanitary conveniences and drains.
 - (d) The collection and disposal of sewage.
 - (e) The cleaning and watering of streets.
 - (f) The providing, in proper and suitable places, of receptacles for the temporary deposit of refuse and rubbish collected under this section.
 - (g) The providing of suitable places, buildings, and appliances for the disposal of refuse, rubbish and sewage.
 - (ga) The construction and installation of plant for the disposal of refuse, rubbish and sewage.
 - (h) The collection and disposal of the carcasses of dead animals, provided that it shall not be lawful to deposit nightsoil in any place where it will be a nuisance or injurious or dangerous to health.
- (2) Any local government which has undertaken or contracted for the efficient execution of any such work as aforesaid within its district or any part thereof may by local law prohibit any person executing or undertaking the execution of any

of the work undertaken or contracted for within the district or within such part thereof as aforesaid, as the case may be, so long as the local government or its contractor executes or continues the execution of the work or is prepared and willing to execute or continue the execution of the work.

- (3) After the end of the year 1934 no nightsoil collected in one district shall be deposited in any other district, except with the consent of the local government of such other district, or of the Executive Director, Public Health.

Section 30 of the *Residential Tenancies Act* provides that:

- (1) Subject to this section, the rent payable under a residential tenancy agreement may be increased by the owner by notice in writing to the tenant specifying the amount of the increased rent and the day as from which the increased rent becomes payable, being a day —
 - (a) not less than 60 days after the day on which the notice is given; and
 - (b) not less than 6 months after the day on which the tenancy commenced, or, if the rent has been increased under this section, the day on which it was last so increased, but otherwise the rent shall not increase or be increased.
- (2) The right of the owner to increase rent in accordance with subsection (1) —
 - (a) is not exercisable in relation to an agreement that creates a tenancy for a fixed term during the currency of that term unless the agreement provides that the rent may increase or be increased; and
 - (b) in any case, may be excluded or limited by agreement between the owner and the tenant.
- (3) A notice of increase of rent that has been given in accordance with this section and that has not been withdrawn by the owner varies the residential tenancy agreement to the effect that the increased rent specified in the notice is payable under the agreement as from the day specified in the notice.

Section 66 of the *Waste Avoidance and Resource Recovery Act 2007* (Local government may impose waste collection rate) provides:

- (1) A local government may impose on rateable land within its district, and cause to be collected, an annual rate for the purpose of providing for the proper performance of all or any of the waste services it provides.
- (2) The annual rate must not exceed —
 - (a) 12 cents in the dollar on the gross rental value; or
 - (b) where the system of valuation on the basis of the unimproved value is adopted, 3 cents in the dollar on the unimproved value of the land in fee simple.
- (3) The provisions of the *Local Government Act 1995* relating to the making, payment and recovery of general rates apply with respect to rates referred to in subsection (1).

FINANCIAL IMPLICATIONS

2019/20 Budget

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

COMMITTEE'S RECOMMENDATION

That the draft 2019/20 Fees and Charges Schedule be adopted and included in the draft 2019/20 Budget.

12. ADMINISTRATION

12.1 2019 Annual General Meeting – Voting Delegates

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 1 May 2019
APPLICANT: Shire of Beverley
FILE REFERENCE: ADM 0283
AUTHOR: S.P. Gollan, Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

Council is to select two (2) voting delegates for the WA Local Government Association AGM on Wednesday 7 August 2019.

BACKGROUND

The Western Australian Local Government Association (WALGA) have advised that their Annual General Meeting will be held prior to the commencement of the Local Government Convention on Wednesday 7 August 2019 at the Perth Convention and Exhibition Centre, followed by the Trade Exhibition and Convention Welcome Reception that evening.

COMMENT

Council is entitled to be represented by two (2) voting delegates. If Council is seeking to exercise their voting entitlements, registration for the two voting delegates must be forwarded to the Association by Friday 5 July 2019. Last year Council nominated Cr Ridgway and Cr Gogol, however any member of Council may be nominated.

Motions for the WA Local Government Association AGM must be received by close of business Tuesday 4 June 2019.

STATUTORY ENVIRONMENT

Pursuant to the WALGA Constitution, all Member Councils are entitled to be represented by two (2) voting delegates.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Council Leadership – be accountable and make informed decisions within our resource and government structures.

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council elect two members as voting delegates for the 2019 WA Local Government Association Annual General Meeting.

12.2 WA Tractor Pull Association Licence Agreement

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 20 May 2019
APPLICANT: N/A
FILE REFERENCE: ADM 0155
AUTHOR: S.P. Gollan, Deputy Chief Executive Officer
ATTACHMENTS: Licence Agreement (Under separate cover)

SUMMARY

Council to enter into the attached Licence Agreement with WA Tractor Pull Association as recommended by the Corporate Strategy Committee.

BACKGROUND

At the December 2017 Ordinary Council Meeting, Council agreed to develop a licence agreement after the trial 2018 season if no complaints or issues arose. The WA Tractor Pull held six events throughout 2018 with the Shire receiving no complaints.

COMMENT

The Licence Agreement is attached under separate cover for Councils consideration. The agreement was drawn up by McLeods and has been reviewed by the Chief Executive Officer and Shire Planner.

Council issued Planning Approval, which included neighbour consultation, at the 26 February 2019 Ordinary Council Meeting for the 2019 event dates: 4th May 2019; 2nd June 2019; 9th June 2019; 27th July 2019; 31st August 2019; and 13th October 2019.

This agreement enables the WA Tractor Pull Association to have a licence agreement over the area for the next ten years.

The club were sent the agreement on 6 March 2019 for their Committee to review. The Committee returned the agreement on 3 May 2019 with no requested changes.

The agreement was reviewed by the Corporate Strategy Committee at its 14 May 2019 meeting where a few typing, grammatical and date errors were changed.

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

\$294.00 fee charged per event

STRATEGIC IMPLICATIONS

Goal 7: Increase all forms of club participation

POLICY IMPLICATIONS

Nil

VOTING REQUIREMENTS

Simple Majority

COMMITTEE'S RECOMMENDATION

That Council enter into a Licence Agreement with the WA Tractor Pull Association for a period of five years, ending 28 February 2024 and authorise the Shire President and Chief Executive Officer to execute the agreement.

12.3 Wheatbelt Secondary Freight Route

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 20 May 2019
APPLICANT: Regional Road Group
FILE REFERENCE: ADM 0173
AUTHOR: S.P. Gollan, Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

Council to consider support for the Wheatbelt Secondary Freight Network project by reallocation of funds from Building Better Regions fund co-contribution to role of Lead Consultant Project Management in support of successful Regional Economic Development grant as recommended by the Corporate Strategy Committee.

BACKGROUND & COMMENT:

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

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

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

Over the last 2 years, 42 Local Government authorities across the region have collaborated to identify priority routes and have also participated in a technical data collection process, preparation of a pre-feasibility business case and a cost benefit analysis of the planning process. The in-kind investment by local government to date is estimated to be in excess of \$750,000. The process has been an excellent example of a large number of local governments working together on a common strategic regional priority. The key undertakings of the project so far are:

1. Identification of nominated WSFN roads based upon a simple criteria developed by RRG.
2. Determination of basic project framework and minimum design standards.
3. Road condition assessment against minimum design standards.
4. High level scope of works and order of magnitude costs for upgrades required.
5. A summary of data collection and assessment across the 42 local of governments is:

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

This initial approach was to assist the Working Group to work towards an Infrastructure Australia Stage 3/4 submission for inclusion of the WSFN project on the Infrastructure Australia Infrastructure Priority List (IPL). The long term goal is to obtain funding support for a broadly estimated, \$500 million capital works program over 10 - 20 year timeframe to bring the network up to a fit for purpose standard for current and anticipated future needs. The group is working towards submitting an IA Stage 4 Business Case submission for the WSFR. The project development costs associated with the business case submission are estimated to be \$5M, which is in the order of 1% of the estimated capital investment.

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

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

Building Better Regions Fund (BBRF) submission

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

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

- Budget
 - Total Cash \$1M
- Funding
 - BBRF \$750K
 - LGA cash co-contribution \$250K.

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

Commodity Freight Roads Fund (CFRF)

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

Regional Economic Development (RED) Grant

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

Major Project Business Case Fund (MPBCF) Initiative

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

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

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

Roads of Strategic Importance (ROSI) Initiative

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

- Key freight corridors that connect primary agricultural areas and mining resource regions to ports and other transport hubs.
- Support communities along the corridors and provide better access for tourists and other road users
- Characterised by narrow sections of road, low capacity bridges and deteriorating pavements,

- Constrains the productivity and efficiency of freight movements.
- Catalyse economic activity and improve access to communities and tourist attractions.

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

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

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

Benefits of the project include:

- improve road safety
 - improve freight efficiency, connectivity and travel time
 - ensure consistent Restricted Access Vehicles (RAVs) ratings across the network, which will provide improved access for agricultural and mining regions to transport hubs”
- RED Grants (Supported by the WA State Government’s Royalties for Regions Program)
 - Lead Consultant Project Coordinator – Wheatbelt Secondary Freight Network.
 - \$100,000.

“The Lead Consultant will form part of the Project Management Team and work with the member organisation Working Group.

The Lead Consultant - Project Management is an integral key to successful project delivery. The complexity and scale of this project is significant and well beyond the technical and financial capabilities of the Wheatbelt shires on an individual basis. Engaging a Lead Consultant – Project Management with the skills and expertise required to work with all technical consultants and the PMT will ensure a cohesive collaborative environment is established for optimum outputs.

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

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

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

 - Civil Design
 - Surveying
 - Environmental

- Economic Assessment”

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

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

STATUTORY ENVIRONMENT

Nil.

STRATEGIC AND POLICY IMPLICATIONS

Goal 1: Shire infrastructure is prepared for economic gains and an increase in our population.

The Community will see: Roads maintained and improved to a trafficable standard; Roads supporting and improving efficiency for key industries

FINANCIAL IMPLICATIONS

Reallocation of funds from Building Better Regions fund co-contribution to role of Lead Consultant Project Management in support of successful Regional Economic Development grant.

VOTING REQUIREMENTS:

Simple majority

COMMITTEE’S RECOMMENDATION

That Council:

1. Continues to support the strategic intent of the Wheatbelt Secondary Freight Network Project;
2. Authorises the Chief Executive Officer to prepare and sign a letter of support that endorses the re-allocation of \$6,000 in 2019/20 budget to co-fund the project management of the Wheatbelt Secondary Freight Network in combination with the WA State Government’s \$100,000 of Regional Economic Development Grant funding, as part of the delivery of its Stage 1 Priority Works.

12.4 Social Media and Communications Policy

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 20 May 2019
APPLICANT: N/A
FILE REFERENCE: ADM 0468
AUTHOR: S.P. Gollan, Chief Executive Officer
ATTACHMENTS: Communications Policy Amended & Original;
Social Media Policy

SUMMARY

Council to consider adopting the reviewed Social Media and Communications Policy as recommended by the Corporate Strategy Committee.

BACKGROUND

At the February 2019 Council Meeting, the Tourism Officer presented an amended and combined Communications and Social Media Policy Council requested further changes be made and the policies lay on the table.

Council at the April 2019 meeting resolved to investigate a Facebook account to communicate with the Community. It was then resolved that the Communication and Social Media Policy should remain as two separate policies.

COMMENT

The two amended policies were presented to the 14 May 2019 Corporate Strategy Committee meeting where they were reviewed and recommended for adopting.

Staff had been in contact with WALGA, other Shires including regional and metropolitan localities and attended social media forums to produce the policies.

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

N/A

STRATEGIC IMPLICATIONS

Strategic Community Plan SWOT

Internal Risk: Keeping up with technology

Opportunity: Embracing technology to improve efficiency

Goal 12: Council leads the organisation and engages with the community in an accountable and professional manner - Transparent communication from Council

POLICY IMPLICATIONS

Amended Policy S025 Communications Policy

New Policy S028 Social Media Policy

VOTING REQUIREMENTS

Simple Majority

COMMITTEE'S RECOMMENDATION

That Council adopt the reviewed Communications and Social Media Policy and incorporate it into the Shire of Beverley Policy Manual.

Attachment 12.4 – Amended Policy

9.25 Communications Policy

Policy Type:	Elected Members
Date Adopted:	

Policy No:	
Date Last Reviewed:	

Legal (Parent): <i>Local Government Act 1995</i>
--

Legal (Subsidiary):

ADOPTED POLICY	
Title:	COMMUNICATIONS POLICY
Objective:	This policy establishes protocols for the Shire of Beverley’s official communications with our community to ensure that all forms of communication and correspondence are responded to in a timely manner.

Policy Scope

This policy applies to:

1. Communications between the Shire of Beverley and community; and
2. Elected Members (“Councillors”) in either their role as Councillor or in a personal capacity.

Policy Statement

1. Official Communications

The purposes of the Shire of Beverley’s official communications shall include not but limited to:

- Sharing information required by law to be publicly available.
- Sharing information that is of interest and benefit to the Community.
- Promoting Beverley’s events and services.
- Promoting Public Notices and community consultation / engagement opportunities.
- Answering questions and responding to requests for information relevant to the role of the Shire of Beverley.
- Receiving and responding to community feedback, ideas, comments, compliments and complaints.

The Shire of Beverley’s official communications will be consistent with relevant legislation, policies, standards and the positions adopted by the Council. Our communications will always be respectful, professional, and timely.

The Shire of Beverley will use a combination of different communication modes to suit the type of information to be communicated and the requirements of the community or specific audience, including:

Attachment 12.4 – Amended Policy

- Website;
- Advertising and promotional materials;
- Media releases prepared for the Shire President, to promote specific Shire of Beverley positions;
- Social media; and
- Community newsletters, letter drops and other modes of communications undertaken by the Shire of Beverley's Administration at the discretion of the CEO.

2. Speaking on behalf of the Shire of Beverley

The Shire President is the official spokesperson for the Shire of Beverley and may represent the Shire of Beverley in official communications, including; speeches, comment, print, electronic and social media. *[s.2.8(1)(d) of the Local Government Act 1995]*

Where the Shire President is unavailable, the Deputy Shire President may act as the spokesperson. *[s.2.9 and s.5.34 of the Local Government Act 1995]*

The CEO may speak on behalf of the Shire of Beverley, where authorised to do so by the Shire President. *[s.5.41(f) of the Local Government Act 1995]*

Councillors shall not undertake any unauthorised communication by any means, including use of social media, on behalf of the Shire of Beverley and neither shall they present their personal views so as imply these views represent the official view of the Shire of Beverley.

Councillors must be authorised by either the President or Deputy President (where the President is unavailable) before communicating in an official capacity and such communications must comply with the code of conduct and the *Local Government (Rules of Conduct) Regulations 2007*.

Social media accounts or unsecured website forums must not be used to transact meetings which relate to the official business of the Shire of Beverley.

3. Written Correspondence

All external written correspondence (including electronic mail and facsimiles) will receive a written acknowledgement within fourteen (14) working days of receipt.

External correspondence that is marked as a copy and addressed to a third party will not be acknowledged unless, in the opinion of the CEO or D/CEO a response is appropriate.

The CEO, D/CEO and Managers shall determine which items of correspondence will be presented to Council, through the appropriate means.

3.1 Presidential Correspondence

Presidential correspondence will be issued on Shire of Beverley letterhead, and a file copy be kept in the appropriate file(s) together with the originating correspondence.

All external correspondence addressed to the Shire President will be opened, date stamped, recorded and left in the Shire President's tray.

3.2 Councillor Correspondence

All external correspondence addressed to Councillor will be opened, date stamped, recorded and left in the Executive Assistant's tray to distribute.

Attachment 12.4 – Amended Policy

3.3 Stationery

The Shire's stationery and equipment, including letterhead and envelopes are not to be used by Councillors or those seeking election for election purposes.

4. Responding to Media Enquiries

In accordance with the Local Government Act 1995 and Shire of Beverley Policy EM003, all media contact and communication will be conducted or approved the Shire President.

5. Website

The Shire of Beverley will maintain an official website as a means of communication.

6. Record Keeping and Freedom of Information

Publications produced by the Shire will be available for residents and ratepayers in the Beverley Library, the website and the administration office.

7. Communication between Councillors and Staff

Where a councillor has a minor query that can be satisfied by direct enquiry to the relevant staff member, the councillor may make such direct enquiry. Where the the matter of concern to the councillor is a matter of an operational or policy matter, the Councillor shall take the enquiry to the CEO or such person as delegated by the CEO and the CEO may request that the matter be put in writing and submitted to the CEO.

Attachment 12.4 – Original Policy

9.25 Communications Policy

Policy Type:	Staff
Date Adopted:	December 2016

Policy No:	S025
Date Last Reviewed:	23 October 2018

Legal (Parent):
1.

Legal (Subsidiary):
1.

ADOPTED POLICY	
Title:	COMMUNICATIONS POLICY
Objective:	To provide a high quality service to all stakeholders by ensuring all forms of communication and correspondence are responded to in a timely manner.

Policy

The Shire of Beverley is committed to ensuring that the community is kept informed on matters before Council, whilst providing a helpful and professional service. Effective communication is key to ensuring this service is met. All communication regarding Council business from a member of staff or an elected member shall be at all times courteous, clear and professional.

Correspondence will be managed within the protocol of Council's Records Management program and will comply with the requirements of the *State Records Act 2000*.

Correspondence

All external written correspondence will receive a written acknowledgement within fourteen (14) working days of receipt.

External correspondence that is marked as a copy and addressed to a third party will not be acknowledged unless, in the opinion of the CEO or D/CEO a response is appropriate.

Electronic mail and facsimiles will be treated as written correspondence.

The CEO, D/CEO and Managers shall determine which items of correspondence will be presented to Council, through the appropriate committee or information bulletin.

Presidential Correspondence

Presidential correspondence will be issued on Shire of Beverley letterhead, and a file copy be kept in the appropriate file(s) together with the originating correspondence.

All external correspondence addressed to the Shire President will be opened, date stamped, recorded and left in the Shire President's tray.

Attachment 12.4 – Original Policy

Elected Member Correspondence

All external correspondence addressed to an elected member will be opened, date stamped, recorded and left in the Executive Assistant's tray to distribute.

Stationery

The Shire's stationery and equipment, including letterhead and envelopes are not to be used by elected members or members elect for election purposes.

Communication between Elected Members and Staff

In order to facilitate effective use of staff resources, all enquiries and requests from elected members shall be directed to the CEO in writing. Where the request requires the use of shire resources (human or physical) to an extent which may impact on effective management, the CEO may refer the matter to Council for determination. These written requests will then be captured into the Shire's recordkeeping system.

Communication between Elected members and staff will in general be governed by section 1.5 of the Shire of Beverley Code of Conduct.

Staff will communicate to Council any projects or activities which have varied in the scope of works or budget from the original planning process.

Media contact

In accordance with the Local Government Act 1995 and Shire of Beverley Policy EM003, all media contact and communication will be conducted or approved the Shire President.

Publications

Publications produced by the Shire will be available for residents and ratepayers in the Beverley Library, the website and the administration office.

12.5 Social Media Presence

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 20 May 2019
APPLICANT: N/A
FILE REFERENCE: ADM 0468
AUTHOR: S.P. Gollan, Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

Council to endorse the attached guidelines and protocols as part of the implementation of a Shire of Beverley Facebook and Instagram account.

BACKGROUND

Through various committee meetings, Council at its 30 April 2019 Ordinary meeting resolved to investigate opening a Facebook account to further our communication capabilities with the wider community.

COMMENT

Attached are the guidelines for users of our Facebook account and protocol for staff produced by the Tourism Officer. The staff roster for monitoring the Facebook page is yet to be determined.

The guidelines and protocols were reviewed by the Corporate Strategy Committee at its 14 May 2019 meeting.

STATUTORY ENVIRONMENT

Nil

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Strategic Community Plan SWOT

Internal Risk: Keeping up with technology

Opportunity: Embracing technology to improve efficiency

Goal 12: Council leads the organisation and engages with the community in an accountable and professional manner - Transparent communication from Council

COMMITTEE'S RECOMMENDATION

That Council adopt the reviewed guidelines and protocols for Council as part of the implementation of a Facebook and Instagram account.

Attachment 12.5



Shire of Beverley Social Media Guidelines for Visitors and Users

The Shire of Beverley encourages community discussion on its social media platforms however, a few guidelines have been developed to ensure users are aware of expected behaviour on the social media platform.

The Shire does not accept responsibility for external comments on this page. They are not representative of the opinions or views of the Shire, nor does the Shire make any warranty to their accuracy.

Posts may be deleted as determined at the Shire's absolute discretion if they contain:

- violent, obscene, profane, hateful, derogatory, racist or sexist language links or images;
- information that may compromise the safety or security of the public;
- any discussion or promotion of behaviour that is unlawful;
- comments that threaten or defame any person or organisation;
- solicitations, advertisements, endorsements or spam;
- encouragement or glamorisation of the use of alcohol, tobacco, or illegal drugs;
- multiple successive off-topic posts by a single user;
- repetitive posts copied and pasted or duplicated by single or multiple users;
- any other inappropriate content or comments as determined by the Shire of Beverley.

When interacting with this page, the Shire requests that you:

- exercise courtesy;
- do not post your personal address or phone number;
- acknowledge that the Shire cannot check the accuracy of every post and does not take any responsibility for reliance on posts on this page; and
- adhere to [Facebook Guidelines](#).

You enter into an agreement with the Shire of Beverley by 'liking' the Shire of Beverley Facebook page. Visitors to the page are considered a user of the page and so should conform to these guidelines. It is at the discretion of the Shire of Beverley to block any users that do not comply with these guidelines.

Contact the Shire of Beverley on (08) 96461200 or admin@beverley.wa.gov.au for further enquiries.

Attachment 12.5

Social Media Protocol

Objective:

This Protocol has been developed:

- To provide guidance to employees on the use of social media as representatives of the Shire of Beverley either at work or in a personal capacity;
- To ensure social media channels are used in an appropriate manner, consistent with business needs and best practice;
- To ensure the Shire of Beverley maximises the use of social media tools to inform and engage with stakeholders and the community; and
- To protect the Shire of Beverley's reputation.

Scope

This Protocol applies to all employees using social media sites. This Protocol does not apply to Elected Members.

Definitions

Social media tools are online platforms or sites which facilitate the building of social networks for the purpose of communicating, sharing news, comments and opinions. The business objective of social media tools is to converse and engage with stakeholders, customers and the community. The social media tools permitted are:

- Facebook
- Instagram
- Shire website.

Management of Social Media Tools and Content

The Chief Executive Officer will decide the extent of use of social media sites by employees.

For the purposes of record keeping requirements, postings on social media sites are managed in the same way as other forms of electronic communication. It is therefore the responsibility of the employee publishing or viewing information, videos, photos and the like to determine if the content constitutes a corporate record.

Business Use of Social Media

When preparing information for posting on social media sites, employees are expected to be aware of their responsibilities to:

- Ensure appropriate authorisations are obtained before providing any information for posting on social media sites;
- Ensure that any information posted online serves to enhance the services of the Shire, is in line with the Shire's mission and values, and will not bring the Shire into disrepute;
- Comply with Shire policies and protocols, in particular the Shire's Code of Conduct;
- Comply with all laws relating to copyright, recordkeeping, privacy and defamation, including the need for accurate information, maintaining reliable records of official use, and ensuring comments are free from discrimination and harassment;
- Cite all sources quoted within information posted;
- Ensure advice or comments posted relate to the officer's area of responsibility and ensure that appropriate approvals are obtained before publishing;
- Ensure all communication is objective and courteous;
- Ensure that the privacy and confidentiality of information acquired at work is protected at all times;

Attachment 12.5

- Avoid making statements or engaging in activities of a party political nature; and
- Seek advice if unsure what is required.

Non compliance with Shire policies and protocols may result in the loss of access privileges or disciplinary action, and will be subject to the provisions of the Shire's Code of Conduct Policy and the Managing Employee Relations Issues or provisions of other relevant State or Commonwealth legislation.

Personal Use of Social Media

If identified as Shire employees on social media sites, employees are reminded of the need to ensure they do not bring themselves and/or the Shire into disrepute in their personal use of social media whether using personal computer equipment at home or at work. Where comments or personal profiles identify individuals as Shire of Beverley employees, it is necessary to:

- Avoid derogatory comments about the Shire of Beverley;
- Ensure that any personal comments are declared as personal comments and not official Shire statements;
- Ensure that all content published is accurate and not misleading, and complies with Shire policies and protocols;
- Ensure any photographs published are appropriate;
- Ensure that comments about fellow Shire employees cannot be regarded as harassing or discriminatory, or impact on workplace relationships;
- Disclose and discuss only publicly available information relating to the Shire; and
- Be polite and respectful to people who whom the officer is communicating.

Community Use of the Shire's Social Media Sites

Guidelines which determine appropriate conduct for community users of the Shire's social media tools are to be made available on the relevant media sites. See the *Shire of Beverley Social Media Guidelines for Visitors and Users*.

Promotion of Shire Programs, Services and Events

1. Officers seek relevant approval from Managers to use social media tools for the promotion of programs, services and events as required.
2. Upload content to the respective social media sites.
3. Monitor social media platforms on a regular basis each day during business hours and after hours.

Responding to Comments from the Public

1. Assess whether a response is required to social media posts made by members of the public.
2. Draft a response to comments posted on the Shire's social media sites and publishes the comment. If the content is considered to be contentious, refer the response to the relevant Managers, or the Chief Executive Officer for approval before publishing.
3. If community posts are deemed to be inappropriate or derogatory, respond to the comments, *advising that the item has been removed as it does not meet the Shire's Social Media Guidelines for Community Users*.
4. If community posts are inaccurate, respond with accurate and relevant information to clarify the issue. If the content is considered to be contentious, refer the response to the relevant Managers, or the Chief Executive Officer for approval before publishing.

Attachment 12.5

Record Keeping Requirements

Shire officers must store a copy of any information, videos, photos etc published by Shire employees or external users on social media platforms if the content published is deemed a **corporate record**, ie:

1. *It conveys information essential or relevant in making a decision.*
2. *It conveys information upon which others will be, or are likely to make decisions affecting the Shire's operations, or rights and obligations under legislation.*
3. *It conveys information about matters of public safety or public interest, or involves information upon which contractual undertakings are entered into.*
4. *The information likely to be needed for future use, or is it of historical value or interest.*

If content is deemed to be a corporate record, a screen-dump of the content must be taken and stored to the recordkeeping system (TRIM). Requests for information or services made via social media sites must be forwarded to the Records Helpdesk for processing to the relevant Business Unit for a response.

Effective Response for Negative Feedback

Reply- in a timely manner

Empathise

Apologise – Whether or not the Shire's fault, you are not apologising for a mistake but for the bad experience

Offer resolution – Never make a promise you cannot keep direct to the Shire office for further information

Hide rather than delete – *Deleting can be misinterpreted as censorship or deception.*

Holding Statement examples for negative feedback

“Thankyou for bringing that to our attention, we have the relevant personnel looking into it and will post an update as soon as we can. Thank you for your patience.”

“We apologise for any inconvenience caused and appreciate your patience.”

12.6 Use of the Common Seal

SUBMISSION TO: Ordinary Council Meeting 28 May 2019
REPORT DATE: 20 May 2019
APPLICANT: Shire of Beverley
FILE REFERENCE: ADM 0256
AUTHOR: S.P. Gollan, Chief Executive Officer
ATTACHMENTS: Nil

SUMMARY

Council to endorse the use of the Common Seal.

BACKGROUND

Allocation of the Common Seal requires accompanying signatures of both the Shire President (or Deputy) and Chief Executive Officer (or person acting in that position).

COMMENT

The Common Seal has been recently attached to the following documents:

1. Appointment of Settlement Agent and Contractual fees for the sale of Lot 151 Hutchinson Street Beverley by Gibson Raison Settlements on behalf of the Shire of Beverley.

STATUTORY ENVIRONMENT

Local Government Act 1995, Part 9, Division 3, Execution of documents states:

- (1) A document is duly executed by a local government if -
 - (a) the common seal of the local government is affixed to it in accordance with subsections (2) and (3); or
 - (b) it is signed on behalf of the local government by a person or persons authorised under subsection (4) to do so.
- (2) The common seal of a local government is not to be affixed to any document except as authorised by the local government.
- (3) The common seal of the local government is to be affixed to a document in the presence of –
 - (a) the mayor or president; and
 - (b) the chief executive officer or a senior employee authorised by the chief executive officer,
each of whom is to sign the document to attest that the common seal was so affixed.
- (4) A local government may, by resolution, authorise the chief executive officer, another employee or an agent of the local government to sign documents on behalf of the local government, either generally or subject to conditions or restrictions specified in the authorisation.

- (5) A document executed by a person under an authority under subsection (4) is not to be regarded as a deed unless the person executes it as a deed and is permitted to do so by the authorisation.
- (6) A document purporting to be executed in accordance with this section is to be presumed to be duly executed unless the contrary is shown.
- (7) When a document is produced bearing a seal purporting to be the common seal of the local government, it is to be presumed that the seal is the common seal of the local government unless the contrary is shown.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Nil

POLICY IMPLICATIONS

Delegation EO-D010

VOTING REQUIREMENTS

Simple Majority

OFFICER'S RECOMMENDATION

That Council note and endorse the use of the Common Seal having been attached to:

1. Appointment of Settlement Agent and Contractual fees for the sale of Lot 151 Hutchinson Street Beverley by Gibson Raison Settlements on behalf of the Shire of Beverley.

13. NEW BUSINESS ARISING BY ORDER OF THE MEETING

New Business of an urgent matter only arising by order of the meeting.

14. CLOSURE

The Chairman to declare the meeting closed.

Bushfire Attack Level (BAL) Certificate

Determined in accordance with AS 3959-2018

This Certificate has been issued by a person accredited by Fire Protection Association Australia under the Bushfire Planning and Design (BPAD) Accreditation Scheme. The certificate details the conclusions of the full Bushfire Attack Level Assessment Report (full report) prepared by the Accredited Practitioner.

Property Details and Description of Works

Address Details	Unit no	Street no 122	Lot no 91	Street name / Plan Reference Lukin Street		
	Suburb Beverley			State WA	Postcode 6304	
Local government area	Beverley					
Main BCA class of the building	Class 1a	Use(s) of the building		Dwelling.		
Description of the building or works	Construction of new dwelling.					

Determination of Highest Bushfire Attack Level

AS 3959 Assessment Procedure	Vegetation Classification	Effective Slope	Separation Distance	BAL
Method 1	Class B Woodland	2 deg	25m	BAL – 19

BPAD Accredited Practitioner Details

Name: Jeremy Durston (BPAD36525)	
Company Details: Bushfire West Pty Ltd jeremy@bushfirewest.com.au	
I hereby certify that I have undertaken the assessment of the above site and determined the Bushfire Attack Level stated above in accordance with the requirements of AS 3959-2018.	

Reliance on the assessment and determination of the Bushfire Attack Level contained in this certificate should not extend beyond a period of 12 months from the date of issue of the certificate. If this certificate was issued more than 12 months ago, it is recommended that the validity of the determination be confirmed with the Accredited Practitioner and where required an updated certificate issued.

Bushfire Attack Level Assessment Report

Prepared by a BPAD Accredited Practitioner



Fire Protection Association Australia Life Property Environment



AS 3959 BAL Assessment Report

This report has been prepared by an Accredited BPAD Practitioner using the Simplified Procedure (Method 1) as detailed in Section 2 of AS 3959 – 2018. FPA Australia makes no warranties as to the accuracy of the information provided in the report. All enquiries related to the information and conclusions presented in this report must be made to the BPAD Accredited Practitioner.

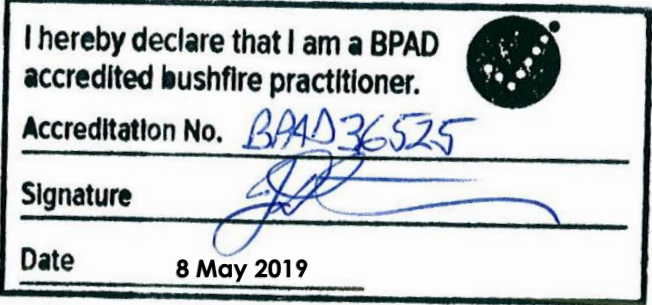
Property Details and Description of Works

Address Details	Unit no	Street no	Lot no	Street name / Plan Reference		
		122	91	Lukin Street		
Local government area	Suburb			State	Postcode	
	Beverley			WA	6304	
Main BCA class of the building	Local government area					
	Beverley					
Description of the building or works	Class 1a	Use(s) of the building		Dwelling.		
				Construction of new dwelling.		

Report Details

Job Number	Report Version	Assessment Date	Report Date
190501	V1.0	26 April 2019	8 May 2019

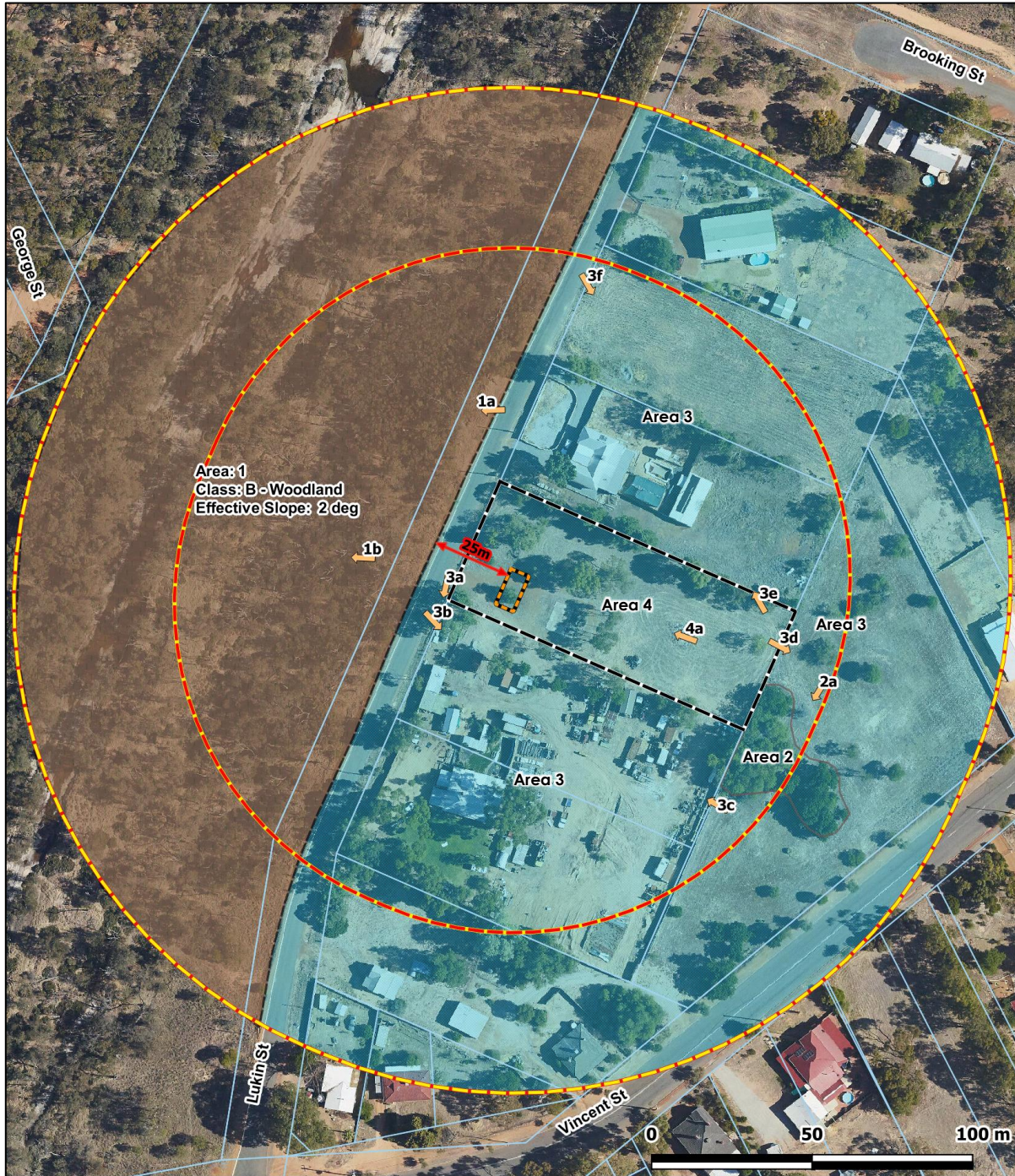
BPAD Accredited Practitioner Details

Name Jeremy Durston (BPAD36525)	 <p>I hereby declare that I am a BPAD accredited bushfire practitioner. Accreditation No. <u>BPAD36525</u> Signature <u>[Signature]</u> Date <u>8 May 2019</u></p>
Company Details Bushfire West Pty Ltd jeremy@bushfirewest.com.au 0403 328 835	

Reliance on the assessment and determination of the Bushfire Attack Level contained in this report should not extend beyond a period of 12 months from the date of issue of the report. If this report was issued more than 12 months ago, it is recommended that the validity of the determination be confirmed with the Accredited Practitioner and where required an updated report issued.

Site Assessment

The assessment of the site was undertaken on 26 April 2019 by a BPAD Accredited Practitioner for the purpose of determining the Bushfire Attack Level in accordance with AS 3959 - 2018 Simplified Procedure (Method1).



BAL Assessment Map

Cadastre	100m perimeter	Vegetation areas:
Site	150m perimeter	
Dwelling	Photos	Excluded

Size: A4
Scale: 1:1500






Site: 122 Lukin St, Beverley





Assessed by: Jeremy Durston
Student No: 18470185
CRS: GDA 2020 Zone 50
Aerial imagery: Jan 2018


Vegetation Classification

All vegetation within 100m of the proposed development was classified in accordance with Clause 2.2.3 of AS 3959-2018. Each distinguishable vegetation plot with the potential to determine the Bushfire Attack Level is identified below.

Area ID:	1	Vegetation Classification or Exclusion Clause:	Class B Woodland
Description / Justification for Classification:			
Trees with canopy cover less than 30% and understorey of grass with isolated shrubs.			
			
Photo 1a		Photo 1b	

Area ID:	2	Vegetation Classification or Exclusion Clause:	Excludable - 2.2.3.2(c) Multi Areas < 0.25Ha
Description / Justification for Classification:			
Small area of Woodland trees with unmanaged understorey. This area is less than 0.25 ha and not within 20m of the development or other areas of classifiable vegetation. Excludable under cl.2.2.3.2(c).			
			
Photo 2a			

Area ID:	3	Vegetation Classification or Exclusion Clause:	Exclusions - 2.2.3.2 (f) Low Threat & (e) Non-Vegetated areas
Description / Justification for Classification:			
Balance of assessment area external to the site including shade trees, maintained grass and road verge managed for low threat, and non-vegetated areas including buildings and road surface.			
 <p>DIRECTION 193 deg(T) -32.10522° ACCURACY 5 m +116.93148° DATUM WGS84</p> <p>Lukin Beverley 26/4/19, 11:41:23 am</p> <p>Photo 3a</p>	 <p>DIRECTION 137 deg(T) -32.10530° ACCURACY 5 m +116.93142° DATUM WGS84</p> <p>Lukin Beverley 26/4/19, 11:38:58 am</p> <p>Photo 3b</p>		
 <p>DIRECTION 229 deg(T) -32.10528° ACCURACY 5 m +116.93243° DATUM WGS84</p> <p>Lukin Beverley 26/4/19, 11:47:08 am</p> <p>Photo 3c</p>	 <p>DIRECTION 118 deg(T) -32.10546° ACCURACY 5 m +116.93258° DATUM WGS84</p> <p>Lukin Beverley 26/4/19, 11:44:22 am</p> <p>Photo 3d</p>		
 <p>DIRECTION 334 deg(T) -32.10528° ACCURACY 5 m +116.93249° DATUM WGS84</p> <p>Lukin Beverley 26/4/19, 11:45:06 am</p> <p>Photo 3e</p>	 <p>DIRECTION 358 deg(T) -32.10437° ACCURACY 5 m +116.93198° DATUM WGS84</p> <p>Lukin Beverley 26/4/19, 11:33:33 am</p> <p>Photo 3f</p>		

Area ID:	4	Vegetation Classification or Exclusion Clause:	Excludable - 2.2.3.2(f) Low Threat Vegetation
Description / Justification for Classification:			
The subject site including shade trees and grass managed for low threat.			
			
Photo 4a			

Relevant Fire Danger Index

The fire danger index for the site has been determined in accordance with Table 2.1 or otherwise determined in accordance with a jurisdictional variation applicable to the site.

Fire Danger Index

FDI 40

Table 2.4.5

FDI 50

Table 2.4.4

FDI 80

Table 2.4.3

FDI 100

Table 2.4.2

Potential Bushfire Impacts

The potential bushfire impacts to the proposed development from each of the identified vegetation plots are identified below.

Table 1: BAL Analysis

Plot	Vegetation Classification	Effective Slope	Separation (m)	BAL
1	Class B Woodland	Downslope 2°	25m	BAL – 19
2	Excludable – Clause 2.2.3.2(c)	n/a	80m	BAL – LOW
3	Excludable – Clause 2.2.3.2(e) & (f)	n/a	n/a	BAL – LOW
4	Excludable – Clause 2.2.3.2(f)	n/a	n/a	BAL – LOW

Determined Bushfire Attack Level (BAL)

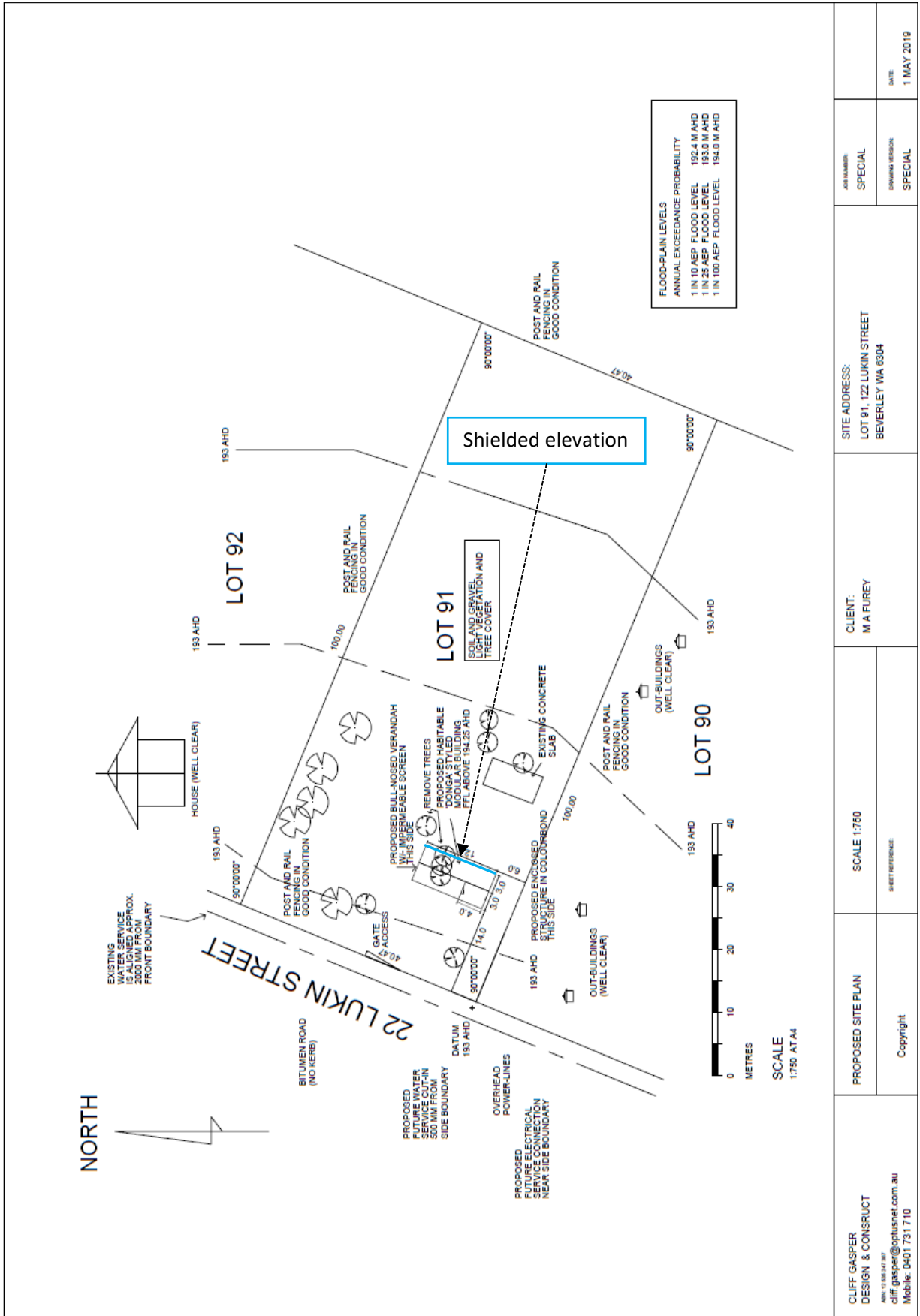
The Determined Bushfire Attack Level (highest BAL) for the proposed development has been determined in accordance with clause 2.2.6 of AS 3959-2018 using the above analysis.

Determined Bushfire Attack Level

BAL – 19

AS3959:2018 clause 3.5 Shielding provisions apply, as illustrated on the following site plan.

Appendix 1: Development Plans relied on to determine the bushfire attack level



CLIFF GASPER DESIGN & CONSTRUCT <small>AVENUE 15, 6881 147 387</small> cliff.gasper@optusnet.com.au Mobile: 0401 731 710	PROPOSED SITE PLAN Copyright	SCALE 1:750 <small>SHEET REFERENCE:</small>	CLIENT: M A FUREY	SITE ADDRESS: LOT 91, 122 LUKIN STREET BEVERLEY WA 6304	JOB NUMBER: SPECIAL	DATE: 1 MAY 2019
				DRAINAGE OFFICIAL: SPECIAL		

Appendix 2: Additional Information / Advisory Notes

BUSHFIRE ATTACK LEVEL ASSESSMENT EXPLAINED

A Bushfire Attack Level (BAL) Assessment is a means of measuring the severity of a buildings potential exposure to ember attack, radiant heat and direct flame contact in a bushfire event and to determine the construction requirements appropriate for the building.

The methodology used to determine the BAL rating and the subsequent building construction standards are directly sourced from *Australian Standard 3959-2018 Construction of buildings in bushfire prone areas* (AS 3959-2018). The BAL rating is determined through identification and assessment of the following parameters:

- Fire Danger Index (FDI) rating. FDI 80 is assigned within WA.
- Classification of vegetation within 100 metres of the subject building.
- Separation distance between the building and the classified vegetation source/s.
- Slope of the land under the classified vegetation.

AS 3959-2018 has six levels of BAL ratings based on the radiant heat flux exposure to buildings as outlined below. AS 3959 details the building construction standards relevant to each BAL; the relevant sections of AS 3959 are provided below.

Bushfire Attack Level (BAL)	Heat flux exposure thresholds	Description of predicted bushfire attack and levels of exposure	Section of AS 3959
BAL-LOW	See clause 2.2.3.2	There is insufficient risk to warrant specific construction requirements	4
BAL-12.5	$\leq 12.5\text{kW/m}^2$	Ember attack	3 & 5
BAL-19	$>12.5\text{kW/m}^2$ to $\leq 19\text{kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 & 6
BAL-29	$>19\text{kW/m}^2$ to $\leq 29\text{kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux	3 & 7
BAL-40	$>29\text{kW/m}^2$ to $\leq 40\text{kW/m}^2$	Increasing levels of ember attack and burning debris ignited by windborne embers together with increasing heat flux with the increased likelihood of exposure to flames	3 & 8
BAL-FZ	$>40\text{kW/m}^2$	Direct exposure to flames from fire front in addition to heat flux and ember attack	3 & 9



To: Building Surveyor
Shire of Beverley
PO Box 20
BEVERLEY WA 6304

Applicant's Full Name: Robert Harwood

Address:

Tel (Work): 0435 900 640

Tel (Home):

Date:

Dear Sir

Please arrange an inspection and report on the feasibility of transporting the subject building from and to the locations hereunder. I enclose the prescribed fee as per scale below, 2 photographs of the building, a sketch plan of the rooms and sizes and a scale plan showing its proposed location are submitted overleaf.

Scale of fees for inspection of second-hand dwellings/buildings:

1. \$70 for inspection within the Shire;
2. \$150 plus travelling costs at Award rates for inspections outside the Shire area.

Note: The above fees which are applicable at the 30 June 1999 are subject to annual review based on the CPI and or the Provisions of the Building Regulations 1989. In addition to the above fees a refundable bond of \$5000.00 has to be lodged with the local authority in conformity with Town Planning Policy No 9 prior to the issue of any Building Permit by the Shire.

PRESENT LOCATION OF BUILDING

Availability of key: Applicant to arrange

Lot: House No.: Unit 8 / 190 (A – Z Scrap Metal)

Street Name: Flynn Drive

Suburb: Neerabup

Postcode:

Owner's Name:

Tel No.:

Owner's Address

Builder / Transporter's Name



PROPOSED LOCATION OF BUILDING

Lot: House No.: 122

Street Name: Lukin St, Beverley

Zoning: Residential Area of Lot: 1 Acre

DOCUMENTATION REQUIRED WITH THIS APPLICATION

1. Two recent photographs of the building.
2. A sketch plan of the building indicating room sizes and proposed joint locations.
3. A site plan of the proposed location showing the shape of the lot, street frontage, north point and position of the proposed building in relation to the boundaries of the lot, other buildings on the site and the building envelope on special rural sites.

New building to be used as: dwelling after re-establishment.

Signature of Applicant: _____

FOR OFFICE USE ONLY - INSPECTION REPORT

Date 24/01/19

Estimated Age (years) 2004

Cladding – Walls

Type: Metal (cream)

Condition: Poor

Rectification required: Walls are stained with some holes from previous vandalism. Applicant proposes to re-clad with colourbond.

Roof

Type: Flat metal

Condition: Unable to inspect. Appears satisfactory.

Rectification required: Nil. Although Applicant proposes to construct a pitched roof.

Structure – Sub Floor

Type: Steel

Condition: Good. Inspected only edges.

Rectification required: Structural Engineer to certify structural capacity.

Walls

Type: Metal

Condition: Good. External inspection only.

Rectification required: Structural Engineer to certify structural capacity.

Interior and Services (Any relevant comment)



- Interior is in a satisfactory condition but has been affected from previous vandalism.
- Shower screen is new and in good condition.
- Broken windows and small holes to be repaired.

Appearance

- Poor
- Fair
- Good
- Very good
- Excellent

General Remarks

- Compliance plate indicates donga was constructed in 2004.
- Appears to have been from a mine site due to presence of red staining on external cladding.
- Building currently has a bathroom, kitchen/dining/lounge room, and a bedroom.
- Building is a rectangular typical older-style donga.
- Vandalism which occurred under previous ownership has resulted in a broken window and holes in the walls, which need to be repaired.
- Owner proposes to reclad the building in colourbond; construct a pitched roof; and front bullnose verandah in heritage colours that will have a heritage appearance.
- Owner expects work to be completed within 12 months.
- Photographs taken during site inspection.

Recommendations (That the building BE ~~NOT BE~~ approved for relocation to the nominated site subject to the following specific conditions to be imposed on the building permit.)

1. A Building Permit application being submitted and approved prior to the relocation of any buildings and/or construction of the sand pad / footings.
2. A Structural Engineer's Certification for the building being submitted with the application for a Building Permit.
3. Details of compliance of the energy efficiency requirements of the Building Code of Australia being submitted with the application for the Building Permit.
4. Recladding of the building and the construction of a pitched roof and front verandah should be required prior to occupation of the building and release of the bond.
5. Approved plans should include the proposed improvements and the internal floor plan should show details of the kitchen, bathroom and laundry to ensure suitable services are provided.
6. An application for a septic system being approved and the system being installed prior to the occupation of any buildings.

Signature of Inspecting Officer J Jurmann

















**SHIRE OF BEVERLEY
CAPITAL PROGRAM
2019/20**

Program	Job Account	Project	SLK (if Applicable)		SLK Total	Labour	PWOH	POC	M&C	CAPEX TOTAL	Funding Account	Funding Source	Funding Detail	Funding \$	COUNCIL COST	%	New (N), Renewal (R) or Upgrade (U)
			From	To													
ROAD INFRASTRUCTURE																	
Regional Road Group																	
12	RRG2001	Westdale Road - Widen & Seal (SLK: 4.00-6.60)	4.00	6.60	2.60	18,063	15,353	31,884	192,840	258,140	120251	Capital Grant	Grant - MRWA - RRG	(320,698)	160,349	33%	R
12	RRG2002	Westdale Road - 2nd Seal (SLK: 10.00-11.88)	10.00	11.88	1.88	491	417	540	58,817	60,265							R
12	RRG2003	Mawson Road - Reconstruct & Seal (SLK: 4.29-6.02)	4.29	6.02	1.73	18,689	15,885	32,369	95,699	162,642							R
Roads To Recovery																	
12	RTR2001	Top Beverley Road - 2nd Seal (SLK: 1.85-3.65)	1.85	3.65	1.80	436	371	480	59,313	60,600	120253	Capital Grant	Grant - Roads To Recovery	(242,900)	0	0%	R
12	RTR2002	Morbinning Road - 2nd Seal (SLK: 6.61-9.21)	6.61	9.21	2.60	436	371	480	72,840	74,127							R
12	RTR2003	Morbinning Road - 2nd Seal (SLK: 21.80-23.72)	21.80	23.72	1.92	436	371	480	52,419	53,706							R
12	RTR2004	Nicholas Street - 2nd Seal (SLK: 0.96-2.84)	0.96	2.84	1.88	436	371	480	53,180	54,467							R
Black Spot Project																	
12		Nil			0.00	0	0	0	0	0	120252	Capital Grant	Grant - MRWA - Black Spot	0	0		R
Disaster Recovery																	
12	AGRN781	WANDRRA Event - Cyclone Joyce 16 Jan 2018 (East Bev)			0.00	0	0	0	736,758	736,758	120252	Capital Grant Reserves	Grant - MRWA - WANDRRA Road Reserve	(583,358) (153,400)	0	0%	R
Municipal Funded																	
12	MUN1906	Bethany Road - Construct & Seal (SLK: 0.00-0.96)	0.00	0.96	0.96	11,590	9,851	24,404	59,280	105,125	120250	Capital Grant	Grant - MRWA - Direct Grant	(115,556)	539,780	62%	R
12	MUN2001	Top Beverley Road - Widen & Seal (SLK 3.65-6.00)	3.65	6.00	2.35	19,430	16,516	38,299	118,638	192,883	120254	Capital Grant	LGGC Grant - Roads	(213,519)			R
12	MUN2002	Morbinning Road - Prepare for Seal (SLK: 9.21-11.52)	9.21	11.52	2.31	22,408	19,047	35,727	77,290	154,472							R
12	MUN2003	Yenyening Lakes Road - Seal (SLK: 0.00-2.14)	0.00	2.14	2.14	9,935	8,445	22,195	45,490	86,065							U
12	MUN2004	Yenyening Lakes Road - Gravel Sheet (SLK: 2.40-6.40)	2.40	6.40	4.00	10,846	9,219	23,588	120,861	164,514							R
12	MUN2005	Corberding Road - Gravel Sheet (SLK: 0.00-4.40)	0.00	4.40	4.40	8,155	6,932	17,734	132,975	165,796							R
TOTAL - ROADS						121,351	103,149	228,660	1,876,400	2,329,560				(1,629,431)	700,129		
BRIDGE INFRASTRUCTURE																	
12		Nil				0	0	0	0	0					0	#DIV/0!	R
TOTAL - BRIDGES						0	0	0	0	0				0	0		
FOOTPATH INFRASTRUCTURE																	
12	FC1901	Footpath Renewal - 2019/20 - Fourth Year				0	0	0	100,000	100,000					100,000	100%	R
12	FC1902	Walk Trail - County Peak				0	0	0	25,000	25,000	120256	Capital Grant	Walk Trail Grant	(25,000)	0	0%	N
TOTAL - FOOTPATHS						0	0	0	125,000	125,000				(25,000)	100,000		
DRAINAGE INFRASTRUCTURE																	
12		Nil				0	0	0	0	0					0		R
TOTAL - DRAINAGE						0	0	0	0	0				0	0		

SHIRE OF BEVERLEY
CAPITAL PROGRAM
2019/20

Program	Job Account	Project	SLK (if Applicable)		SLK Total	Labour	PWOH	POC	M&C	CAPEX TOTAL	Funding Account	Funding Source	Funding Detail	Funding \$	COUNCIL COST	%	New (N), Renewal (R) or Upgrade (U)
			From	To													
LAND & BUILDINGS																	
		LAND															
9		Nil							0	0					0	#DIV/0!	N
		NON SPECIALISED BUILDINGS															
9	LBN2001	59 Smith St - Bathroom Refurbishment							20,000	20,000					20,000	100%	R
9	LBN2002	59 Smith St - Solar System							13,500	13,500					13,500	100%	U
9	LBN2003	6 Bamsley St - Solar System							13,500	13,500					13,500	100%	U
9	LBN2004	Hunt Road Village - Unit 7 Refurbishment							20,000	20,000	Reserves	Senior's Housing Reserve	(20,000)		0	0%	R
		SPECIALISED BUILDINGS															
11	LBS1801	Old Court House - Roof Resheet							75,000	75,000					75,000	100%	R
11	LBS1808	Town Hall - Kitchen Refurbishment							75,000	75,000	Reserves	Building Reserve	(75,000)		0	0%	R
13	LBS1903	Federation Square - Refurbishment							9,000	9,000					9,000	100%	R
11	LBS2001	Recreation Ground - Nature Play Area							40,000	40,000					40,000	100%	N
11	LBS2002	?? - Youth Activity Area							500,000	500,000	Capital Grant	New Grant	(330,000)		67,000	13%	N
											Other	Community Contribution	(3,000)				
											Reserves	Cropping Committee Reserve	(100,000)				
11	LBS2003	Recreation Ground - Lighting Towers Lamp Replacement							15,000	15,000					15,000	100%	R
4	LBS2004	Old School Building - Refurbishment							300,000	300,000	Reserves	Building Reserve	(150,000)		0	0%	R
											Capital Grant	New Grant	(150,000)				
11	LBS2005	Railway Station - Gallery & Quarters External Paint							20,000	20,000					20,000	100%	R
11	LBS2006	Platform Theatre - Green Room Building External Paint							10,000	10,000					10,000	100%	R
		TOTAL - LAND & BUILDINGS							0	0					(828,000)		283,000
PLANT & EQUIPMENT																	
4	VP2001	CEO Vehicle BE1							49,000	49,000		Other	Trade In BE1	(41,000)	8,000	16%	R
4	VP2002	DCEO Vehicle BEV0							36,000	36,000		Other	Trade In BEV 0	(19,000)	17,000	47%	R
12	VP2003	MOW Vehicle BE020							37,000	37,000		Other	Trade In BE020	(24,000)	13,000	35%	R
12	VP2004	Construction Crew Cab Ute BE016							42,000	42,000		Other	Trade In BE016	(30,000)	12,000	29%	R
12	VP2005	Water Truck BE010							110,000	110,000		Other	Trade In BE010	(20,000)	90,000	0%	R
12	VP2006	Maintenance Truck BE037							110,000	110,000		Other	Trade In BE037	(40,000)	70,000	64%	R
12	VP2007	Loader BE036							230,000	230,000		Other	Trade In BE036	(70,000)	160,000	70%	R
12	VP2008	Backhoe BE030 - Fire Fighting							230,000	180,000		Other	Trade In BE036	(70,000)	10,000	6%	R
											Reserves	Emergency Services Reserve	(100,000)				
12	VP2008	Community Bus BEV1							130,000	130,000		Other	Trade In BEV1	(10,000)	85,000	65%	R
											Reserves	Community Bus Reserve	(35,000)				
11	VP2009	Mobile Generator 30kVa - Cornerstone							50,000	50,000					50,000	100%	N
11	VP2010	Road Broom Attachment							10,000	10,000					10,000	100%	N
11	VP2011	Bitumen Maintenance Trailer							5,000	5,000					5,000	100%	N
		TOTAL - PLANT & EQUIPMENT							0	0					(459,000)		530,000
OFFICE FURNITURE & EQUIPMENT																	
		Nil - Furniture & Equipment items \$5,000 or less are Operating Exp.							0	0					0	#DIV/0!	R
		TOTAL - FURNITURE & EQUIPMENT							0	0					0		
TOTAL CAPITAL EXPENSE						121,351	103,149	228,660	4,151,400	4,554,560				(2,941,431)	1,613,129	35%	

SHIRE OF BEVERLEY
2019/20 SCHEDULE OF FEES AND CHARGES
EFFECTIVE FROM 1 JULY 2019

Description	Charge 2018/19	Charge 2019/20	Frequency	GST Exempt	Increase \$	CPI 1.3% Total Charge	CPI 1.3% \$ Change	3% Increase Total Charge	3% Increase \$ Change	4% Increase Total Charge	4% Increase \$ Change	5% Increase Total Charge	5% Increase \$ Change	6% Increase Total Charge	6% Increase \$ Change	Information/Conditions
SPORTING CLUBS/COMMUNITY ORGANISATIONS																
Football Club	3,561.00	3,600.00	per year		39.00	3,607.00	46.00	3,668.00	107.00	3,703.00	142.00	3,739.00	178.00	3,775.00	214.00	Oval, Function Centre and Changerooms
Netball Clubs (Beverley Netball Club & Redbacks Netball Club)	547.00	550.00	per year		3.00	554.00	7.00	563.00	16.00	569.00	22.00	574.00	27.00	580.00	33.00	Courts, Function Centre and Changerooms
Cricket Club	547.00	550.00	per year		3.00	554.00	7.00	563.00	16.00	569.00	22.00	574.00	27.00	580.00	33.00	Oval, Function Centre and Changerooms
Hockey Club	547.00	550.00	per year		3.00	554.00	7.00	563.00	16.00	569.00	22.00	574.00	27.00	580.00	33.00	Oval, Function Centre and Changerooms
Horse and Pony Club (Annual Fee)	118.00	120.00	per year		2.00	120.00	2.00									Annual CPI Review as per Licence Agreement. Oval NQT included. Club provide own cleaner.
Horse and Pony Club (Extra Events)	182.00	185.00	per event		3.00	184.00	2.00	187.00	5.00	189.00	7.00	191.00	9.00	193.00	11.00	Includes Main Oval - Function Centre hire extra.
Tennis Club	605.00	605.00	per year		0.00	613.00	8.00	623.00	18.00	629.00	24.00	635.00	30.00	641.00	36.00	Club provide own cleaner/ Ablutions Only
Ladies Badminton Club	40.00	41.00	per booking (AM/PM/Eve)		1.00	41.00	1.00	41.00	1.00	42.00	2.00	42.00	2.00	42.00	2.00	Times must be allocated AM (Morning) PM (Afternoon) or Evening (Night)
Boot Scooting	40.00	41.00	per booking (AM/PM/Eve)		1.00	41.00	1.00	41.00	1.00	42.00	2.00	42.00	2.00	42.00	2.00	Times must be allocated AM (Morning) PM (Afternoon) or Evening (Night)
Ballet Group	40.00	41.00	per booking (AM/PM/Eve)		1.00	41.00	1.00	41.00	1.00	42.00	2.00	42.00	2.00	42.00	2.00	Times must be allocated AM (Morning) PM (Afternoon) or Evening (Night)
CRC Bingo	40.00	41.00	per booking (AM/PM/Eve)		1.00	41.00	1.00	41.00	1.00	42.00	2.00	42.00	2.00	42.00	2.00	Times must be allocated AM (Morning) PM (Afternoon) or Evening (Night)
Soaring Society	4,216.00	4,271.00	per year		55.00	4,271.00	55.00									Annual CPI Review and Billed July as per Lease Agreement.
Soaring Society - Hangar Fees	100.00	100.00	per glider/year		0.00	101.00	1.00	103.00	3.00	104.00	4.00	105.00	5.00	106.00	6.00	Fixed Fee - billed July as per Lease Agreement.
Tractor Pull	294.00	300.00	per event		6.00	298.00	4.00	303.00	9.00	306.00	12.00	309.00	15.00	312.00	18.00	
Beverley Districts Motor Cycle Club (Ulinga Park)	1,129.00	1,144.00	per year		15.00	1,144.00	15.00									Annual CPI Review as per Lease Agreement.
Ladies Hospital Auxiliary - Op Shop (Lesser Hall)	10.00	10.00	per week		0.00	10.00	0.00	10.00	0.00	10.00	0.00	11.00	1.00	11.00	1.00	Lesser Hall use.
Beverley Station Arts (Licence Fee)	106.00	107.00	per year		1.00	107.00	1.00									Annual CPI Review as per Licence Agreement.
Beverley Off Road Motor Sports Association (BORMSA)	2,000.00	2,000.00	per year		0.00											Fixed Lease.
Telstra (Mobile Tower Lease)	1,000.00	1,000.00	per year		0.00											Fixed Lease.
CORNERSTONE COMMUNITY CENTRE CHARGES																
Beverley Community Resource Centre Lease	12,000.00	12,000.00	per year		0.00	12,156.00	156.00	12,360.00	360.00	12,480.00	480.00	12,600.00	600.00	12,720.00	720.00	As per Mangement Agreement reviewed annually by CPI.
Commercial Office 1 Lease	100.00	100.00	per week		0.00	101.00	1.00	103.00	3.00	104.00	4.00	105.00	5.00	106.00	6.00	
Commercial Office 2 Lease	150.00	150.00	per week		0.00	152.00	2.00	155.00	5.00	156.00	6.00	158.00	8.00	159.00	9.00	
Commercial Office 3 Lease	90.00	90.00	per week		0.00	91.00	1.00	93.00	3.00	94.00	4.00	95.00	5.00	95.00	5.00	
Commercial Office 4 Lease	220.00	220.00	per week		0.00	223.00	3.00	227.00	7.00	229.00	9.00	231.00	11.00	233.00	13.00	
Creche Lease	350.00	350.00	per week		0.00	355.00	5.00	361.00	11.00	364.00	14.00	368.00	18.00	371.00	21.00	
Conference/Training Facility - Hourly	20.00	20.00	per hour		0.00	20.00	0.00	21.00	1.00	21.00	1.00	21.00	1.00	21.00	1.00	Per Room
Conference/Training Facility - Daily	140.00	140.00	per day		0.00	142.00	2.00	144.00	4.00	146.00	6.00	147.00	7.00	148.00	8.00	Per Room - max. 8 hours inc. use of Kitchen facilities.
Conference/Training Facility - Hourly - Community Group	0.00	10.00	per hour		10.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Per Room. Incorporated bodies only. Includes use of tea and coffee making facilities.
Conference/Training Facility - Daily - Community Group	0.00	70.00	per day		70.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Per Room - max. 8 hours inc. use of Kitchen facilities. Incorporated bodies only. Includes use of tea
ROAD MAINTENANCE CHARGES																
Austral Brick	5,000.00	5,000.00	per year		0.00	5,065.00	65.00	5,150.00	150.00	5,200.00	200.00	5,250.00	250.00	5,300.00	300.00	Road Maintenance Contribution as per Tonnage transported @ 48c per ton - \$5,000 agreed floor price

SHIRE OF BEVERLEY
2019/20 SCHEDULE OF FEES AND CHARGES
EFFECTIVE FROM 1 JULY 2019

Description	Charge 2018/19	Charge 2019/20	Frequency	GST Exempt	Increase \$	CPI 1.3% Total Charge	CPI 1.3% \$ Change	3% Increase Total Charge	3% Increase \$ Change	4% Increase Total Charge	4% Increase \$ Change	5% Increase Total Charge	5% Increase \$ Change	6% Increase Total Charge	6% Increase \$ Change	Information/Conditions
HALL																Tables, Chairs, Crockery & Cutlery <u>not</u> to be removed from Hall
Main Hall - Community Group Functions	139.00	141.00	per day		↑ 2.00	141.00	2.00	143.00	4.00	145.00	6.00	146.00	7.00	147.00	8.00	Incorporated bodies only. Includes use of tea and coffee making facilities.
Lesser Hall - Community Group Functions	101.00	102.00	per day		↑ 1.00	102.00	1.00	104.00	3.00	105.00	4.00	106.00	5.00	107.00	6.00	Incorporated bodies only. Includes use of tea and coffee making facilities.
Full Complex - Community Group Functions	237.00	240.00	per day		↑ 3.00	240.00	3.00	244.00	7.00	246.00	9.00	249.00	12.00	251.00	14.00	Incorporated bodies only. Includes Use of Kitchen and Bar Facilities
Main Hall - Private Functions	278.00	282.00	per day		↑ 4.00	282.00	4.00	286.00	8.00	289.00	11.00	292.00	14.00	295.00	17.00	Includes use of tea and coffee making facilities.
Lesser Hall - Private Functions	202.00	205.00	per day		↑ 3.00	205.00	3.00	208.00	6.00	210.00	8.00	212.00	10.00	214.00	12.00	Includes use of tea and coffee making facilities.
Full Complex - Private Functions	474.00	480.00	per day		↑ 6.00	480.00	6.00	488.00	14.00	493.00	19.00	498.00	24.00	502.00	28.00	Includes Use of Kitchen and Bar Facilities
Full Complex - Special Functions	0.00	1,000.00	per Event		↑ 1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Includes Use of Kitchen and Bar Facilities. Access day before and after to set up/pack up. Use of Hall Chairs and Tables and Scaffold.
Community Meeting Room	FREE	FREE			↑ 0.00											Front room adjacent to Hall Foyer.
Bally Bally Hall	56.00	57.00	per day		↑ 1.00											Cleaning responsibility of Hirer.
Morbinning Hall	56.00	57.00	per day		↑ 1.00											Cleaning responsibility of Hirer.
Key Bond	50.00	50.00	per key	✓	↑ 0.00											Clubs pay one Bond per Season.
Function/Cleaning Bond	150.00	150.00	per event	✓	↑ 0.00											Function Application required. Clubs pay one Bond per Season.

SHIRE OF BEVERLEY
2019/20 SCHEDULE OF FEES AND CHARGES
EFFECTIVE FROM 1 JULY 2019

Description	Charge 2018/19	Charge 2019/20	Frequency	GST Exempt	Increase \$	CPI 1.3% Total Charge	CPI 1.3% \$ Change	3% Increase Total Charge	3% Increase \$ Change	4% Increase Total Charge	4% Increase \$ Change	5% Increase Total Charge	5% Increase \$ Change	6% Increase Total Charge	6% Increase \$ Change	Information/Conditions
EQUIPMENT RENTALS																
Chairs	1.00	1.00	per chair		⬆ 0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	Old Green Amenities Chairs (stored in Exhibition Shed) only.
Marquee/Tent (Old)	60.00	60.00	per day		⬆ 0.00	61.00	1.00	62.00	2.00	62.00	2.00	63.00	3.00	64.00	4.00	
Marquee/Tent (New)	110.00	110.00	per day		⬆ 0.00	111.00	1.00	113.00	3.00	114.00	4.00	116.00	6.00	117.00	7.00	
RECREATION GROUND																
Oval Hire (Day)	188.00	190.00	per day		⬆ 2.00	190.00	2.00	194.00	6.00	196.00	8.00	197.00	9.00	199.00	11.00	APPLICATION MUST BE SUBMITTED and is SUBJECT TO APPROVAL
Oval Hire (Night)	264.00	267.00	per night		⬆ 3.00	267.00	3.00	272.00	8.00	275.00	11.00	277.00	13.00	280.00	16.00	APPLICATION MUST BE SUBMITTED and is SUBJECT TO APPROVAL
Exhibition Shed	76.00	77.00	per day		⬆ 1.00	77.00	1.00	78.00	2.00	79.00	3.00	80.00	4.00	81.00	5.00	Beverley Agricultural Society Exempt.
Ram Shed	76.00	77.00	per day		⬆ 1.00	77.00	1.00	78.00	2.00	79.00	3.00	80.00	4.00	81.00	5.00	Beverley Agricultural Society Exempt.
Poultry Shed	76.00	77.00	per day		⬆ 1.00	77.00	1.00	78.00	2.00	79.00	3.00	80.00	4.00	81.00	5.00	Beverley Agricultural Society Exempt.
Caravan Overflow (Per Van)	28.00	28.00	per day		⬆ 0.00	28.00	0.00	29.00	1.00	29.00	1.00	29.00	1.00	30.00	2.00	Including Power.
FUNCTION & RECREATION CENTRE																
Community Group Functions	150.00	152.00	per day		⬆ 2.00	152.00	2.00	155.00	5.00	156.00	6.00	158.00	8.00	159.00	9.00	Tables, Chairs, Crockery & Cutlery <u>not</u> to be removed from Centre <u>Local Incorporated Bodies</u> only. Kitchen, Bar and Outside BBQ use included in Function Centre hire fee.
Community Group Meetings	45.00	46.00	per event		⬆ 1.00	46.00	1.00	46.00	1.00	47.00	2.00	47.00	2.00	48.00	3.00	<u>Local Incorporated Bodies</u> only. Use of meeting room only includes tea and coffee making facilities.
Private Functions	300.00	304.00	per day		⬆ 4.00	304.00	4.00	309.00	9.00	312.00	12.00	315.00	15.00	318.00	18.00	Kitchen, Bar and Outside Bbq use included in Function Centre hire fee.
Private Meetings	90.00	91.00	per event		⬆ 1.00	91.00	1.00	93.00	3.00	94.00	4.00	95.00	5.00	95.00	5.00	Use of meeting room only includes tea and coffee making facilities.
Key Bond	50.00	50.00	per key	✓	⬆ 0.00											Clubs pay one Bond per Season.
Function/Cleaning Bond	150.00	150.00	per event	✓	⬆ 0.00											Function Application required. Clubs pay one Bond per Season.

SHIRE OF BEVERLEY
2019/20 SCHEDULE OF FEES AND CHARGES
EFFECTIVE FROM 1 JULY 2019

Description	Charge 2018/19	Charge 2019/20	Frequency	GST Exempt	Increase \$	CPI 1.3% Total Charge	CPI 1.3% \$ Change	3% Increase Total Charge	3% Increase \$ Change	4% Increase Total Charge	4% Increase \$ Change	5% Increase Total Charge	5% Increase \$ Change	6% Increase Total Charge	6% Increase \$ Change	Information/Conditions
COMMUNITY BUS																
Fee Includes Fuel Charges etc. (Minimum \$50)	1.55	1.57	per km		↑ 0.02	2.00	0.45	2.00	0.45	2.00	0.45	2.00	0.45	2.00	0.45	24 seats inc driver, 50% subsidy for transport of school aged children (Local Children Only) Minimum Hire charge of \$50 applies.
CARAVAN PARK - Power Charges INCLUDED																
Powered - Van/RV Site	28.00	28.00	per day		↑ 0.00	28.00	0.00	29.00	1.00	29.00	1.00	29.00	1.00	30.00	2.00	Charge includes use of ablutions for maximum of 2 Persons (Age 5+)
Unpowered - Van/RV Site	11.00	16.00	per day		↑ 5.00	11.00	0.00	11.00	0.00	11.00	0.00	12.00	1.00	12.00	1.00	Charge includes use of ablutions for maximum of 2 Persons (Age 5+)
Powered - Campsite	16.00	16.00	per day		↑ 0.00	16.00	0.00	16.00	0.00	17.00	1.00	17.00	1.00	17.00	1.00	Charge includes use of ablutions for maximum of 2 Persons (Age 5+)
Unpowered - Campsite	11.00	11.00	per day		↑ 0.00	11.00	0.00	11.00	0.00	11.00	0.00	12.00	1.00	12.00	1.00	Charge includes use of ablutions for maximum of 2 Persons (Age 5+)
Additional Person/s (Age 5+ Years)	5.00	5.00	each per day		↑ 0.00	5.00	0.00	5.00	0.00	5.00	0.00	5.00	0.00	5.00	0.00	
Children 5 Years Or Under	FREE	FREE			↑ 0.00											
Showers	5.00	5.00	each per shower use		↑ 0.00	5.00	0.00	5.00	0.00	5.00	0.00	5.00	0.00	5.00	0.00	
Extended Stay Site (First 28 Days)	168.00	170.00	per week		↑ 2.00	170.00	2.00	173.00	5.00	175.00	7.00	176.00	8.00	178.00	10.00	Maximum of 2 Persons (Age 5+) (1-28 days) [140.91 + 14.09 GST]
Extended Stay Site (29+ Days)	168.00	170.00	per week	5% GST	↑ 2.00	170.00	2.00	173.00	5.00	175.00	7.00	176.00	8.00	178.00	10.00	Maximum of 2 Persons (Age 5+) 12 Weeks Max - Permission Required [146.92+8.08 GST]
GYM MEMBERSHIP																
Junior Membership - 13-18 Years	88.00	75.00	6 months		↓ -13.00	89.00	1.00	91.00	3.00	92.00	4.00	92.00	4.00	93.00	5.00	Written permission required from Parent/Guardian.
Junior Membership - 13-18 Years	147.00	125.00	12 months		↓ -22.00	149.00	2.00	151.00	4.00	153.00	6.00	154.00	7.00	156.00	9.00	Written permission required from Parent/Guardian.
Adult Membership - Over 18 Years	178.00	120.00	6 months		↓ -58.00	180.00	2.00	183.00	5.00	185.00	7.00	187.00	9.00	189.00	11.00	
Adult Membership - Over 18 Years	296.00	200.00	12 months		↓ -96.00	300.00	4.00	305.00	9.00	308.00	12.00	311.00	15.00	314.00	18.00	
Senior/Pensioner Membership	88.00	75.00	6 months		↓ -13.00	89.00	1.00	91.00	3.00	92.00	4.00	92.00	4.00	93.00	5.00	
Senior/Pensioner Membership	147.00	125.00	12 months		↓ -22.00	149.00	2.00	151.00	4.00	153.00	6.00	154.00	7.00	156.00	9.00	
Occasional Use	46.00	50.00			↑ 4.00	47.00	1.00	47.00	1.00	48.00	2.00	48.00	2.00	49.00	3.00	Must be 18 years old or over. Valid for up to 30 consecutive days from date of payment.
Key Bond	50.00	50.00	per key	✓	↑ 0.00											Bond returned via Cheque/EFT payment only.
SWIMMING POOL																
Adult	5.00	5.00	per entry		↑ 0.00	5.00	0.00	5.00	0.00	5.00	0.00	5.00	0.00	5.00	0.00	
Pensioner/Senior	3.00	3.00	per entry		↑ 0.00	3.00	0.00	3.00	0.00	3.00	0.00	3.00	0.00	3.00	0.00	
Child (17 Years and Under)	1.00	1.00	per entry		↑ 0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	
Spectator	1.00	1.00	per entry		↑ 0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00	
Season Ticket - Adult	170.00	172.00	per season		↑ 2.00	172.00	2.00	175.00	5.00	177.00	7.00	179.00	9.00	180.00	10.00	
Season Ticket - Pensioner/Senior	102.00	103.00	per season		↑ 1.00	103.00	1.00	105.00	3.00	106.00	4.00	107.00	5.00	108.00	6.00	
Season Ticket - Child (17 years and under)	34.00	34.00	per season		↑ 0.00	34.00	0.00	35.00	1.00	35.00	1.00	36.00	2.00	36.00	2.00	
Season Ticket - Family - Two Adults + 1 Child	299.00	303.00	per season		↑ 4.00	303.00	4.00	308.00	9.00	311.00	12.00	314.00	15.00	317.00	18.00	20% Discount to Individual Season Rates.
Season Ticket - Family - Two Adults + 2 Children	326.00	330.00	per season		↑ 4.00	330.00	4.00	336.00	10.00	339.00	13.00	342.00	16.00	346.00	20.00	20% Discount to Individual Season Rates.
Season Ticket - Family - Two Adults + 3 Children	354.00	359.00	per season		↑ 5.00	359.00	5.00	365.00	11.00	368.00	14.00	372.00	18.00	375.00	21.00	20% Discount to Individual Season Rates.
Season Ticket - Family - Two Adults + 4 Children (Maximum)	381.00	386.00	per season		↑ 5.00	386.00	5.00	392.00	11.00	396.00	15.00	400.00	19.00	404.00	23.00	20% Discount to Individual Season Rates.

SHIRE OF BEVERLEY
2019/20 SCHEDULE OF FEES AND CHARGES
EFFECTIVE FROM 1 JULY 2019

Description	Charge 2018/19	Charge 2019/20	Frequency	GST Exempt	Increase \$	CPI 1.3% Total Charge	CPI 1.3% \$ Change	3% Increase Total Charge	3% Increase \$ Change	4% Increase Total Charge	4% Increase \$ Change	5% Increase Total Charge	5% Increase \$ Change	6% Increase Total Charge	6% Increase \$ Change	Information/Conditions
COMMUNITY HEALTHY LIFESTYLE PACKAGE																
Combined 12 Month Gym Membership and Pool Season Pass (Adult)	380.00	298.00	per year		↓ -82.00											20% Saving
Combined 12 Month Gym Membership and Pool Season Pass (Senior)	202.00	182.00	per year		↓ -20.00											20% Saving
HUNT ROAD VILLAGE																
Rental Charge	150.00	150.00	per week	✓	↑ 0.00	152.00	2.00	155.00	5.00	156.00	6.00	158.00	8.00	159.00	9.00	
30B DAWSON STREET																
Rental Charge	250.00	250.00	per week	✓	↑ 0.00	253.00	3.00	258.00	8.00	260.00	10.00	263.00	13.00	265.00	15.00	
INDEPENDENT LIVING UNITS																
ILU Management Fee	70.00	71.00	per week per Unit	✓	↑ 1.00											As per ILU Contract.
ILU Deposit Drawdown	0.00	5,990.00	per Unit													As per ILU Contract.
BLARNEY ADVERTISING																
Size A - 122 X 180mm	95.00	96.00	per advert		↑ 1.00	96.00	1.00	98.00	3.00	99.00	4.00	100.00	5.00	101.00	6.00	
Size B - 122 X 89mm	46.00	47.00	per advert		↑ 1.00	47.00	1.00	47.00	1.00	48.00	2.00	48.00	2.00	49.00	3.00	
Size C - 60 X 89mm	29.00	29.00	per advert		↑ 0.00	29.00	0.00	30.00	1.00	30.00	1.00	30.00	1.00	31.00	2.00	
Size D - 5 Lines*	8.00	8.00	per advert		↑ 0.00	8.00	0.00	8.00	0.00	8.00	0.00	8.00	0.00	8.00	0.00	*MUST BE PAID IN ADVANCE
Size E - 3 Lines*	5.00	5.00	per advert		↑ 0.00	5.00	0.00	5.00	0.00	5.00	0.00	5.00	0.00	5.00	0.00	*MUST BE PAID IN ADVANCE
Size F - 122 X 135mm	71.00	72.00	per advert		↑ 1.00	72.00	1.00	73.00	2.00	74.00	3.00	75.00	4.00	75.00	4.00	
Size G - Full Page	180.00	182.00	per advert		↑ 2.00	182.00	2.00	185.00	5.00	187.00	7.00	189.00	9.00	191.00	11.00	
Trading Post	3.00	3.00	per advert		↑ 0.00	3.00	0.00	3.00	0.00	3.00	0.00	3.00	0.00	3.00	0.00	Trading Post Format - 120 Characters Maximum
12 Months Size A	950.00	960.00	per year		↑ 10.00	962.00	12.00	979.00	29.00	988.00	38.00	998.00	48.00	1,007.00	57.00	12 Editions
12 Months Size B	460.00	470.00	per year		↑ 10.00	466.00	6.00	474.00	14.00	478.00	18.00	483.00	23.00	488.00	28.00	12 Editions
12 Months Size C	290.00	290.00	per year		↑ 0.00	294.00	4.00	299.00	9.00	302.00	12.00	305.00	15.00	307.00	17.00	12 Editions
12 Months Size F	710.00	720.00	per year		↑ 10.00	719.00	9.00	731.00	21.00	738.00	28.00	746.00	36.00	753.00	43.00	12 Editions
12 Months Size G	1,800.00	1,820.00	per year		↑ 20.00	1,823.00	23.00	1,854.00	54.00	1,872.00	72.00	1,890.00	90.00	1,908.00	108.00	12 Editions

SHIRE OF BEVERLEY
2019/20 SCHEDULE OF FEES AND CHARGES
EFFECTIVE FROM 1 JULY 2019

Description	Charge 2018/19	Charge 2019/20	Frequency	GST Exempt	Increase \$	CPI 1.3% Total Charge	CPI 1.3% \$ Change	3% Increase Total Charge	3% Increase \$ Change	4% Increase Total Charge	4% Increase \$ Change	5% Increase Total Charge	5% Increase \$ Change	6% Increase Total Charge	6% Increase \$ Change	Information/Conditions
LIBRARY																
Library - Replacement Card	10.00	10.00	per card		0.00	10.00	0.00	10.00	0.00	10.00	0.00	11.00	1.00	11.00	1.00	
Library - Lost Books - Admin Fee	25.00	25.00	per investigation		0.00	25.00	0.00	26.00	1.00	26.00	1.00	26.00	1.00	27.00	2.00	Replacement Books to be charged at Cost.
FREEDOM OF INFORMATION (FOI)																
Personal Information About Applicant	No charge	No charge														<i>Freedom of Information Regulations 1993</i> Copies as per copying fees.
FOI - NON PERSONAL INFORMATION																
Application Fee	30.00	30.00	per application	✓												Disadvantaged applicants/pension card - 25% discount.
Time Dealing With Applicant	30.00	30.00	per hour	✓												
Access Time	30.00	30.00	per hour	✓												Supervised by staff.
Duplication Of Information			Actual cost + GST													
Delivery, Packing Or Postage			Actual cost + GST													
Deposits - Advance Deposit			75% of estimated cost													
ACCOUNT ENQUIRIES																
Rate Account Enquiry	200.00	203.00	per enquiry	✓	3.00	203.00	3.00	206.00	6.00	208.00	8.00	210.00	10.00	212.00	12.00	
Rates Credit Balance Refund - Admin Charge	50.00	50.00	per request		0.00	51.00	1.00	52.00	2.00	52.00	2.00	53.00	3.00	53.00	3.00	First credit balance refund free of charge per financial year.
Title Search	67.00	68.00	per enquiry		1.00	68.00	1.00	69.00	2.00	70.00	3.00	70.00	3.00	71.00	4.00	
Rate Book (Printed Or Electronic)	200.00	203.00	per copy		3.00	203.00	3.00	206.00	6.00	208.00	8.00	210.00	10.00	212.00	12.00	
RUBBISH/RECYCLING																
Refuse Collection	196.00	199.00	per refuse bin/year	✓	3.00	199.00	3.00	202.00	6.00	204.00	8.00	206.00	10.00	208.00	12.00	Annual March Quarter Perth CPI increase as per agreement.
Recycling Collection	88.00	99.50	per recycle bin/year	✓	11.50	89.00	1.00	91.00	3.00	92.00	4.00	92.00	4.00	93.00	5.00	Annual March Quarter Perth CPI increase as per agreement.

SHIRE OF BEVERLEY
2019/20 SCHEDULE OF FEES AND CHARGES
EFFECTIVE FROM 1 JULY 2019

Description	Charge 2018/19	Charge 2019/20	Frequency	GST Exempt	Increase \$	CPI 1.3% Total Charge	CPI 1.3% \$ Change	3% Increase Total Charge	3% Increase \$ Change	4% Increase Total Charge	4% Increase \$ Change	5% Increase Total Charge	5% Increase \$ Change	6% Increase Total Charge	6% Increase \$ Change	Information/Conditions
CAT LICENSE																
1. Annual registration of a cat, unless concessional fees are applicable	20.00	20.00	per year	✓												<i>Cat Act 2011</i>
2. Concessional registration fee-																
a) Three Year Registration Period	42.50	42.50		✓												
b) Three Year Registration Period - Pensioner	21.25	21.25		✓												Full Concession Card required
c) Lifetime registration period	100.00	100.00		✓												
c) Lifetime registration period - Pensioner	50.00	50.00		✓												Full Concession Card required
d) Registration after 31 May in any year, for that registration year.	50% of fee payable	50% of fee payable otherwise.		✓												
3. Annual application for approval or renewal to breed cats (per cat)	100.00	100.00		✓												
CAT TRAP																
Cat Trap Hire	15.00	15.00	per day		↑ 0.00											Hire fees to be paid in advance
Cat Trap Bond	50.00	50.00	per hire	✓	↑ 0.00											Bond returned via Cheque payment
DOG LICENSE																
Dog - Male Or Female	50.00	50.00	1 year	✓	↑ 0.00											
Dog - Male Or Female	120.00	120.00	3 years	✓	↑ 0.00											
Dog - Male Or Female	250.00	250.00	Lifetime	✓	↑ 0.00											
Pension Rate: Dog - Male Or Female	25.00	25.00	1 year	✓	↑ 0.00											Full Concession Card required
Pension Rate: Dog - Male Or Female	60.00	60.00	3 years	✓	↑ 0.00											Full Concession Card required
Pension Rate: Dog - Male Or Female	125.00	125.00	Lifetime	✓	↑ 0.00											Full Concession & Certificate Of Sterilisation required
Pension Rate: Sterilised Dog Or Bitch	10.00	10.00	1 year	✓	↑ 0.00											Full Concession & Certificate Of Sterilisation required
Pension Rate: Sterilised Dog Or Bitch	21.25	21.25	3 years	✓	↑ 0.00											Full Concession & Certificate Of Sterilisation required
Pension Rate: Sterilised Dog Or Bitch	50.00	50.00	Lifetime	✓												
Sheep Dog	25% of fee otherwise payable	25% of fee otherwise payable	1 year	✓												
Sheep Dog	25% of fee otherwise payable	25% of fee otherwise payable	3 years	✓												
Sheep Dog	25% of fee otherwise payable	25% of fee otherwise payable	Lifetime	✓												
Sterilised Dog Or Bitch	20.00	20.00	1 year	✓	↑ 0.00											Certificate of Sterilisation required
Sterilised Dog Or Bitch	42.50	42.50	3 years	✓	↑ 0.00											Certificate of Sterilisation required
Sterilised Dog Or Bitch	100.00	100.00	Lifetime	✓	↑ 0.00											Certificate of Sterilisation required
Bulk Dog Registration	200.00	200.00		✓	↑ 0.00											For approved kennel establishments only. Fee payable per establishment.

SHIRE OF BEVERLEY
2019/20 SCHEDULE OF FEES AND CHARGES
EFFECTIVE FROM 1 JULY 2019

Description	Charge 2018/19	Charge 2019/20	Frequency	GST Exempt	Increase \$	CPI 1.3% Total Charge	CPI 1.3% \$ Change	3% Increase Total Charge	3% Increase \$ Change	4% Increase Total Charge	4% Increase \$ Change	5% Increase Total Charge	5% Increase \$ Change	6% Increase Total Charge	6% Increase \$ Change	Information/Conditions
PRIVATE WORKS																
Back Hoe With Post Hole Digger	182.00	184.00	per hour		⬆ 2.00	184.00	2.00	187.00	5.00	189.00	7.00	191.00	9.00	193.00	11.00	With Shire Operator Only
Backhoe	182.00	184.00	per hour		⬆ 2.00	184.00	2.00	187.00	5.00	189.00	7.00	191.00	9.00	193.00	11.00	With Shire Operator Only
Bobcat	135.00	137.00	per hour		⬆ 2.00	137.00	2.00	139.00	4.00	140.00	5.00	142.00	7.00	143.00	8.00	With Shire Operator Only
Cherry Picker With Chainsaw	315.00	319.00	per hour		⬆ 4.00	319.00	4.00	324.00	9.00	328.00	13.00	331.00	16.00	334.00	19.00	With 2 Shire Operators & Truck
Grader (BE001, BE003)	206.00	209.00	per hour		⬆ 3.00	209.00	3.00	212.00	6.00	214.00	8.00	216.00	10.00	218.00	12.00	With Shire Operator Only
Loader (BE004, BE036)	193.00	196.00	per hour		⬆ 3.00	196.00	3.00	199.00	6.00	201.00	8.00	203.00	10.00	205.00	12.00	With Shire Operator Only
Roller - Rubber Tyre (BE033)	182.00	184.00	per hour		⬆ 2.00	184.00	2.00	187.00	5.00	189.00	7.00	191.00	9.00	193.00	11.00	With Shire Operator Only
Roller - Vibrator (BE033)	182.00	184.00	per hour		⬆ 2.00	184.00	2.00	187.00	5.00	189.00	7.00	191.00	9.00	193.00	11.00	With Shire Operator Only
Slasher (BE008)	169.00	171.00	per hour		⬆ 2.00	171.00	2.00	174.00	5.00	176.00	7.00	177.00	8.00	179.00	10.00	With Shire Operator Only
Tractor (BE023)	145.00	147.00	per hour		⬆ 2.00	147.00	2.00	149.00	4.00	151.00	6.00	152.00	7.00	154.00	9.00	With Shire Operator Only
Tractor Ford (BE014)	145.00	147.00	per hour		⬆ 2.00	147.00	2.00	149.00	4.00	151.00	6.00	152.00	7.00	154.00	9.00	With Shire Operator Only
Truck Light (BE015, BE028)	109.00	110.00	per hour		⬆ 1.00	110.00	1.00	112.00	3.00	113.00	4.00	114.00	5.00	116.00	7.00	With Shire Operator Only
Truck Tandem (BE010, BE012, BE013)	140.00	142.00	per hour		⬆ 2.00	142.00	2.00	144.00	4.00	146.00	6.00	147.00	7.00	148.00	8.00	With Shire Operator Only
LABOUR																
Engineering Consultation	178.00	180.00	per hour		⬆ 2.00	180.00	2.00	183.00	5.00	185.00	7.00	187.00	9.00	189.00	11.00	Minimum Charge = One Hour
Works Staff	82.00	83.00	per hour		⬆ 1.00	83.00	1.00	84.00	2.00	85.00	3.00	86.00	4.00	87.00	5.00	Minimum Charge = One Hour
BUILDING MATERIALS																
SUPPLY RESTRICTIONS OF MATERIALS:																
Gravel	43.00	44.00	per m ³		⬆ 1.00	44.00	1.00	44.00	1.00	45.00	2.00	45.00	2.00	46.00	3.00	PICK UP - MIN. of 1m³ (During Tip Opening Hours Only)
Gravel - Truck Load	224.00	227.00	per truck load		⬆ 3.00	227.00	3.00	231.00	7.00	233.00	9.00	235.00	11.00	237.00	13.00	DELIVERED - MIN. of 2m³
Metal - All Sizes	82.00	83.00	per m ³		⬆ 1.00	83.00	1.00	84.00	2.00	85.00	3.00	86.00	4.00	87.00	5.00	CARTAGE extra
Metal - Truck Load	650.00	658.00	per truck load		⬆ 8.00	658.00	8.00	670.00	20.00	676.00	26.00	683.00	33.00	689.00	39.00	Tandem truck carries - 8m ³ or 12 tonne
Metal Dust	43.00	44.00	per m ³		⬆ 1.00	44.00	1.00	44.00	1.00	45.00	2.00	45.00	2.00	46.00	3.00	Loader Bucket = - 2 m ³
Metal Dust - Truck Load	224.00	227.00	per truck load		⬆ 3.00	227.00	3.00	231.00	7.00	233.00	9.00	235.00	11.00	237.00	13.00	
Sand Filling	43.00	44.00	per m ³		⬆ 1.00	44.00	1.00	44.00	1.00	45.00	2.00	45.00	2.00	46.00	3.00	
Sand Filling - Truck Load	199.00	202.00	per truck load		⬆ 3.00	202.00	3.00	205.00	6.00	207.00	8.00	209.00	10.00	211.00	12.00	
Sweepings - When Available	41.00	42.00	per m ³		⬆ 1.00	42.00	1.00	42.00	1.00	43.00	2.00	43.00	2.00	43.00	2.00	
Sweepings - Truck Load	325.00	329.00	per m ³		⬆ 4.00	329.00	4.00	335.00	10.00	338.00	13.00	341.00	16.00	345.00	20.00	

SHIRE OF BEVERLEY
2019/20 SCHEDULE OF FEES AND CHARGES
EFFECTIVE FROM 1 JULY 2019

Description	Charge 2018/19	Charge 2019/20	Frequency	GST Exempt	Increase \$	CPI 1.3% Total Charge	CPI 1.3% \$ Change	3% Increase Total Charge	3% Increase \$ Change	4% Increase Total Charge	4% Increase \$ Change	5% Increase Total Charge	5% Increase \$ Change	6% Increase Total Charge	6% Increase \$ Change	Information/Conditions
RESERVATIONS OF GRAVE PLOTS / NICHE WALLS																
Grave Reservation - Initial	100.00	101.00	per site		↑ 1.00	101.00	1.00	103.00	3.00	104.00	4.00	105.00	5.00	106.00	6.00	25 Years validity.
Niche Wall Single Reservation - Initial	100.00	101.00	per site		↑ 1.00	101.00	1.00	103.00	3.00	104.00	4.00	105.00	5.00	106.00	6.00	
Niche Wall Double Reservation - Initial	180.00	182.00	per two sites		↑ 2.00	182.00	2.00	185.00	5.00	187.00	7.00	189.00	9.00	191.00	11.00	25 Years validity.
Transfer of Reservation - Grave & Niche Wall	50.00	51.00	per reservation		↑ 1.00	51.00	1.00	52.00	2.00	52.00	2.00	53.00	3.00	53.00	3.00	25 Years validity from date of transfer.
Reservation - Renewal Every 5 Years	25.00	25.00	per site		↑ 0.00	25.00	0.00	26.00	1.00	26.00	1.00	26.00	1.00	27.00	2.00	APPLICABLE TO BOTH GRAVE PLOT & NICHE WALL RESERVATIONS
CEMETERIES - GRAVE PLOTS, DIGGING & ASSOCIATED CHARGES																
Grant of Right of Burial Charge	1,000.00	1,013.00			↑ 13.00	1,013.00	13.00	1,030.00	30.00	1,040.00	40.00	1,050.00	50.00	1,060.00	60.00	25 Year Period.
Standard Grave - Plot - Land 2.44m (L) X 1.52m (W) X 1.80m (D)	100.00	101.00	per Grave		↑ 1.00	101.00	1.00	103.00	3.00	104.00	4.00	105.00	5.00	106.00	6.00	On application of Grant of Right of Burial
Standard Grave - Grave digging to 1.80m	1,000.00	1,013.00	per Grave		↑ 13.00	1,013.00	13.00	1,030.00	30.00	1,040.00	40.00	1,050.00	50.00	1,060.00	60.00	On application of Grant of Right of Burial
Standard Grave - Grave Number Plate - Per Standard Plot	50.00	51.00	per Grave		↑ 1.00	51.00	1.00	52.00	2.00	52.00	2.00	53.00	3.00	53.00	3.00	On application of Grant of Right of Burial
Standard Grave - Overtime Fee - Weekends/Public Holidays/RDOs	750.00	760.00	per Grave (if applicable)		↑ 10.00	760.00	10.00	773.00	23.00	780.00	30.00	788.00	38.00	795.00	45.00	On application of Grant of Right of Burial (if applicable)
Plot - Land 2.44m (L) X 1.52m (W) X 1.80m (D)	100.00	101.00			↑ 1.00	101.00	1.00	103.00	3.00	104.00	4.00	105.00	5.00	106.00	6.00	
Double Plot - Land 2.44m (L) X 3.05m (W) X 1.80m (D)	150.00	152.00			↑ 2.00	152.00	2.00	155.00	5.00	156.00	6.00	158.00	8.00	159.00	9.00	
Triple Plot - Land 2.44m (L) X 4.57m (W) X 1.80m (D)	200.00	203.00			↑ 3.00	203.00	3.00	206.00	6.00	208.00	8.00	210.00	10.00	212.00	12.00	
Grave - Child (7 & Under) - Grave digging to 1.80m	500.00	507.00	per Grave		↑ 7.00	507.00	7.00	515.00	15.00	520.00	20.00	525.00	25.00	530.00	30.00	
Excess Depth Of 1.80m - Per Every 300mm	197.00	200.00	per each 300mm		↑ 3.00	200.00	3.00	203.00	6.00	205.00	8.00	207.00	10.00	209.00	12.00	
Reopening Of Grave - Ordinary	1,000.00	1,013.00	per Grave		↑ 13.00	1,013.00	13.00	1,030.00	30.00	1,040.00	40.00	1,050.00	50.00	1,060.00	60.00	
Reopening Of Grave - Child (7 & Under)	500.00	507.00	per Grave		↑ 7.00	507.00	7.00	515.00	15.00	520.00	20.00	525.00	25.00	530.00	30.00	
Exhumation Fee	2,000.00	2,026.00	per exhumation		↑ 26.00	2,026.00	26.00	2,060.00	60.00	2,080.00	80.00	2,100.00	100.00	2,120.00	120.00	In addition to grave digging charge.
Permission to Erect Headstone	150.00	152.00	per Headstone		↑ 2.00	152.00	2.00	155.00	5.00	156.00	6.00	158.00	8.00	159.00	9.00	PERMISSION and/or KERBING
Attendance When Required By Grantee	150.00	152.00	per attendance		↑ 2.00	152.00	2.00	155.00	5.00	156.00	6.00	158.00	8.00	159.00	9.00	
Interment Of Ashes In Grave Plot	150.00	152.00			↑ 2.00	152.00	2.00	155.00	5.00	156.00	6.00	158.00	8.00	159.00	9.00	
Extra Charge Of Ashes Interment - Overtime Fee - Weekends/Public Holidays/RDOs	250.00	253.00			↑ 3.00	253.00	3.00	258.00	8.00	260.00	10.00	263.00	13.00	265.00	15.00	
NICHE WALLS - PLOTS, INTERNMENT & ASSOCIATED CHARGES																
Interment Fee - Niche Wall - Single Compartment	200.00	203.00			↑ 3.00	203.00	3.00	206.00	6.00	208.00	8.00	210.00	10.00	212.00	12.00	Not including cost of PLAQUE / TABLET or FITTING
Interment Fee - Niche Wall - Double Compartment - 1st Interment	200.00	203.00			↑ 3.00	203.00	3.00	206.00	6.00	208.00	8.00	210.00	10.00	212.00	12.00	Not including cost of PLAQUE / TABLET or FITTING
Interment Fee - Niche Wall - Double Compartment - 2nd Interment	100.00	101.00			↑ 1.00	101.00	1.00	103.00	3.00	104.00	4.00	105.00	5.00	106.00	6.00	Not including cost of PLAQUE / TABLET or FITTING
Plaque Fee	AT COST	AT COST	per plaque													Plaque Cost to be recovered in full.
Plaque Installation Fee	150.00	152.00	per plaque		↑ 2.00	152.00	2.00	155.00	5.00	156.00	6.00	158.00	8.00	159.00	9.00	
Urn Container	25.00	25.00	per container		↑ 0.00	25.00	0.00	26.00	1.00	26.00	1.00	26.00	1.00	27.00	2.00	
Vases	74.00	75.00	per vase		↑ 1.00	75.00	1.00	76.00	2.00	77.00	3.00	78.00	4.00	78.00	4.00	Cost on application

Licence Agreement: Old Beverley Racecourse, Portion of Reserve 3378

Shire of Beverley

Western Australian Tractor Pull Association Inc



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220 Stirling Highway

CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: EQ:BEVE:43567

Copyright notice

McLeods owns the copyright in this document and commercial use of the document without the permission of McLeods is prohibited.

DRAFT

Table of Contents

Copyright notice	ii
Details	1
Agreed terms	1
1. Definitions	1
2. Condition Precedent	3
3. Grant of Licence	3
4. Licence Fee and Other Payments	3
5. Amounts Payable	5
5.1 Payment of money	5
5.2 Accrual of Amounts Payable	5
6. Licence Fee Review	5
6.1 Licence Fee to be reviewed	5
6.2 Methods of review	5
6.3 CPI review	5
6.4 Market Review	6
6.5 Licence Fee will not decrease	6
6.6 Licensor's right to review	6
7. Insurance	6
7.1 Insurance required	6
7.2 Details and receipts	7
7.3 Maintain insurance	7
7.4 Not to invalidate	7
7.5 Report	7
7.6 Settlement of claim	7
7.7 Licensor as attorney	7
8. Indemnity	8
8.1 Responsibility of Licensee	8
8.2 Indemnity	8
8.3 Obligations continuing	8
8.4 No indemnity for Licensor's negligence	9
8.5 Release	9
9. Limit of Licensor's Liability	9
10. Maintenance, Repair and Cleaning	9
10.1 Generally	9
10.2 Cleaning	10
10.3 Repair damage	10
10.4 Pest control	10
10.5 Licensed Trades	10
10.6 Comply with all reasonable conditions	10
10.7 Acknowledgement of state of repair of Licensed Area	10
11. Alterations	10
11.1 Restriction	10
11.2 Consent	11

11.3	Work to be at Licensee's expense	11
12.	Use	11
12.1	Restrictions on use	11
12.2	No nuisance	12
12.3	No warranty	12
12.4	Licensed Area subject to restriction	12
12.5	Indemnity for costs	12
13.	Statutory Obligations and Notices	12
13.1	Comply with statutes	12
13.2	Indemnity if fails to comply	13
13.3	No fetter	13
14.	Report to Licensor	13
15.	Liquor Licence	13
16.	Reservation of Licensor's Rights	14
17.	Default	14
18.	Dispute Resolution	14
19.	Termination	14
20.	Yield Up The Licensed Area	15
21.	Removal of Property from Licensed Area	15
21.1	Removal of Licensee's property	15
21.2	Licensor can remove property on re-entry	15
22.	Restore Licensed Area	15
23.	Option to Renew	16
24.	Rights Rest in Contract Only	16
25.	No Assignment Without Consent	16
26.	Holding Over	16
27.	Acts by Agents	16
28.	Statutory Powers	16
29.	Notice	16
29.1	Form of delivery	16
29.2	Service of Notice	17
29.3	Signing of Notice	17
30.	Commercial Tenancy Act	17
31.	Relationship Between Parties	17
32.	Severance	17
33.	Variation	18
34.	Moratorium	18
35.	Further Assurance	18
36.	Waiver	18
37.	Governing law	18
38.	Additional Terms, Covenants and Conditions	18

Schedule 19

Signing page 21

Annexure 1 - Sketch of Licensed Area 22

Annexure 2 – Minister for Lands’ Consent 23

DRAFT

Details

Parties

Shire of Beverley

of PO Box 20, Beverley, Western Australia
(Licensor)

Western Australian Tractor Pull Association Inc

of PO Box 472, Beverley, Western Australia
(Licensee)

Background

- A The Licensor is the management body of the Land under the Management Order.
- B Under the Management Order, the Licensor has the power to licence the Land for any term not exceeding 21 years, subject to the prior approval of the Minister for Lands.
- C The Licensor and Licensee entered into a Memorandum of Understanding dated 17 September 2007 under which the Licensee was granted permission to use the Racecourse located on the Land for the purpose of conducting tractor pull events for a period of five years which was further extended until 26 September 2015 (**Memorandum of Understanding**).
- D The Licensee has requested the Licensor grant it a licence over the portion of the Land comprising the Racecourse (**Licensed Area**). After a twelve (12) month trial period which commenced on 1 March 2018, the Licensee has agreed to grant the Licensee a Licence to use the Licensed Area subject to the terms and conditions contained in this Licence.

Agreed terms

1. Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Agreement:

Alterations means any of the acts referred to in clauses **11.1(a) and 11.1(b)**;

Amounts Payable means the Licence Fee and any other money payable by the Licensee under this Licence;

CEO means the Chief Executive Officer for the time being of the Licensor or any person appointed by the Chief Executive Officer to perform any of his or her functions under this Licence;

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Further Term means the further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Licensor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Licence means this deed as supplemented, amended or varied from time to time;

Licence Fee means the Licence Fee specified in **Item 5** of the Schedule as varied from time to time under this Licence;

Licence Fee Review Date means a date identified in **Item 8** of the Schedule;

Licence Period means each period from the Commencement Date or a Licence Fee Review Date to the next Licence Fee Review Date or Termination;

Licensed Area means the Licensed Area described at **Item 1** of the Schedule;

Licensee's Agents includes:

- (a) the employees, agents, contractors, invitees and licensees of the Licensee; and
- (b) any person on the Licensed Area by the authority of a person specified in paragraph (a);

Licensee's Covenants means the covenants, agreements and obligations set out or implied in this Licence or imposed by law to be performed and observed by the Licensee;

Licensor's Covenants means the covenants, agreements and obligations set out or implied in this Licence, or imposed by law to be performed and observed by the Licensor;

Management Order means a management order made by the Minister for Lands under the provisions of the *Land Administration Act 1995* pursuant to which care, control and management of the Land was vested in the Lessor for the purpose of 'Recreation';

Market Review means the licence fee review carried out in accordance with **clause 6.4**;

Minister for Lands means the Minister for Lands in his or her capacity as the body corporate continued under section 7 of the *Land Administration Act 1997* (WA);

Notice means each notice, demand, consent or authority given or made to any person under this Licence;

Parties means the Licensor and the Licensee;

Party means the Licensor or the Licensee according to the context;

Permitted Hours of Use means the purpose set out in **Item 7** of the Schedule;

Permitted Purpose means the purpose set out in **Item 6** of the Schedule;

Racecourse means the racecourse described at **Item 1** of the Schedule;

Schedule means the Schedule to this Licence;

Term means the term of years specified in **Item 2** of the Schedule; and

Termination means the date of:

- (a) expiry of the Term or any Further Term by effluxion of time;
- (b) sooner determination of the Term or any Further Term; or
- (c) determination of any period of holding over.

2. Condition Precedent

This Licence is subject to and conditional upon the prior approval in writing of the Minister for Lands under section 18 of the *Land Administration Act 1997*, a copy of which is annexed hereto as **Annexure 2**.

3. Grant of Licence

In consideration of the covenants of the Licensee given herein, the Licensor HEREBY GRANTS to the Licensee the Licence to use the Licensed Area:

- (a) for the Permitted Purpose;
- (b) during the Permitted Hours of Use; and
- (c) for the duration of the Term,

subject to the prior written approval of the Minister for Lands and the terms and conditions set out in this Licence.

4. Licence Fee and Other Payments

The Licensee COVENANTS with the Licensor:

(a) **Licence Fee**

To pay to the Licensor the Licence Fee in the manner set out at **Item 5** of the Schedule on and from the Commencement Date, without any abatement or deduction whatsoever.

(b) **Pay GST**

To pay the Licensor any GST payable on the Licence Fee and any other supply made by the Licensor to the Licensee under this Licence.

(c) **Outgoings**

- (a) To pay to the Licensor or to such person as the Licensor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Licensed Area:
- (A) electricity charges;
 - (B) ~~water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and~~ excess water charges resulting from the Licensee's use of the Licensed Area;
 - (C) ~~local government rates, taxes and charges including~~ charges for rubbish or garbage removal;
 - (D) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring, internet connections or telephone connection and the Licensee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Licensee;
 - (E) fire and emergency services levies;
 - (F) ~~land tax and metropolitan region improvement tax (if applicable) on a single ownership basis;~~
 - (G) the costs of any cleaning and lighting of the Licensed Area;
 - (H) the cost of any maintenance and repair of the Licensed Area; and
 - (I) any other consumption charge or cost, statutory charge or fee (including without limitation charges or fees relating to any required statutory approval) or other obligation incurred or payable by reason of the Licensee's use and occupation of the Licensed Area.
- (b) If the Licensed Area is not separately charged or assessed, the Licensee will pay to the Licensor a proportionate part of any charges or assessments referred to in **clause 4(c)(i)** being the proportion that the Licensed Area bears to the total area of the land or premises included in the charge or assessment.

(d) **Interest**

Without affecting the rights, power and remedies of the Licensor under this Licence, to pay to the Licensor interest on demand on any Amounts Payable which are unpaid for 7 days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

(e) **Costs**

To pay to the Licensor:

- (a) on demand all duty, fines and penalties payable under the *Duties Act 2008* and other statutory duties or taxes payable on or in connection with this Licence;
- (b) a contribution fee of five hundred dollars (\$500.00) for the Licensor's solicitors costs pertaining to the preparation of this Licence; and

- (c) all costs, legal fees, disbursements and payments incurred by or for which the Licensor is liable in connection with or incidental to:
 - (A) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Licence;
 - (B) any breach of covenant by the Licensee or the Licensee's Agents;
 - (C) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Licensee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (D) any work done at the Licensee's request which the Licensor is not responsible for under the terms of this Licence; and
 - (E) any action or proceedings arising out of or incidental to any matters referred to in this clause or any matter arising out of this Licence.

5. Amounts Payable

5.1 Payment of money

Amounts Payable to the Licensor under this Licence must be paid to the Licensor at the address of the Licensor referred to in this Licence or as otherwise directed by the Licensor by Notice from time to time.

5.2 Accrual of Amounts Payable

Amounts Payable accrue on a daily basis.

6. Licence Fee Review

6.1 Licence Fee to be reviewed

The Licence Fee will be reviewed on and from each Licence Fee Review Date to determine the Licence Fee to be paid by the Licensee until the next Licence Fee Review Date.

6.2 Methods of review

The review of the Licence Fee will be based on either CPI or a Market Review. The basis for each Licence Fee review is as identified for each Licence Fee Review Date in **Item 8** of the Schedule.

6.3 CPI review

A Licence Fee review based on CPI will increase the amount of Licence Fee payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Licence Fee Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Licence Fee Review Date. If there is a decrease in CPI having regard to the relevant CPI publications the Licence fee payable from the relevant Licence Fee Review Date will be the same as the Licence Fee payable during the immediately preceding period. Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index, or failing agreement by the parties, the substitution shall be made by a Valuer appointed in accordance with **clause 6.4**.

6.4 Market Review

- (1) A Licence Fee review based on a Market Review will establish the current market licence fee for the Licensed Area (which will not be less than the Licence Fee payable in the period immediately preceding the Licence Fee Review Date) by agreement between the Parties and failing agreement, will be determined in accordance with the following provisions.
- (2) If agreement as to the current market licence fee for the Licensed Area is not reached at least one (1) month prior to the relevant Licence Fee Review Date then the current market licence fee for the Licensed Area will be determined at the expense of the Licensee by a valuer licensed under the *Land Valuers Licensing Act 1978* (**Valuer**), to be appointed at the request of either Party by the President for the time being of the Australian Property Institute (Western Australian Division) (or if such body no longer exists, such other body which is then substantially performing the functions performed at the Commencement Date by that Institute).
- (3) The Valuer will act as an expert and not as an arbitrator and his or her decision will be final and binding on the Parties. The Parties will be entitled to make submissions to the Valuer.
- (4) In this clause, “current market licence fee” means the licence fee obtainable for the Licensed Area in a free and open market if the Licensed Area were unoccupied and offered for rental for the Permitted Purpose and on the same terms and conditions contained in this Licence, BUT will not include:
 - (a) any improvements made or effected to the Licensed Area by the Licensee; and
 - (b) any licence fee free periods, discounts or other rental concessions.

6.5 Licence Fee will not decrease

Notwithstanding the provisions in this clause, the Licence Fee payable from any Licence Fee review will not be less than the Licence Fee payable in the period immediately preceding such Licence Fee Review Date.

6.6 Licensor’s right to review

The Licensor may institute a Licence Fee review notwithstanding the Licence Fee Review Date has passed and the Licensor did not institute a Licence Fee review on or prior to that Licence Fee Review Date, and in which case the Licence Fee agreed or determined shall date back to and be payable from the Licence Fee Review Date for which such review is made.

7. Insurance

7.1 Insurance required

Where the Licensor so requires, the Licensee must effect and maintain with insurers approved by the Licensor (noting the Licensor’s and Licensee’s respective rights and interests in the Licensed Area) for the time being:

- (a) adequate public liability insurance for a sum not less than twenty million dollars (\$20,000,000) in respect of any one claim or such greater amount as the Licensor may from time to time reasonably determine;
- (b) where the Licensor so requires, insurance to cover the Licensee’s fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, floor, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Licensee can and does ordinarily insure in their full replacement value, and loss from theft and burglary; and

- (c) adequate Workers Compensation cover in respect of any person employed or any volunteer engaged by the Licensee in respect of activities carried out on the Licensed Area.

7.2 Details and receipts

In respect of the insurances required by this clause, the Licensee must:

- (a) on demand supply to the Licensor details of the insurances and give to the Licensor copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Licensor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Licensor immediately:
 - (a) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (b) when a policy of insurance is cancelled.

7.3 Maintain insurance

The Licensee shall not cancel any policy of insurance referred to in **clause 7.1** and in the event of such cancellation, this Licence shall terminate immediately and the Licensee shall have no claim against the Licensor for any loss suffered as a result of such termination.

7.4 Not to invalidate

The Licensee must not do or omit to do any act or thing or bring or keep anything on the Licensed Area which might:

- (a) render any insurance effected under this clause on the Licensed Area, or any adjoining premises or land, void or voidable; or
- (b) cause the rate of a premium to be increased for the Licensed Area or any adjoining premises or land (except insofar as an approved development may lead to an increased premium).

7.5 Report

Each Party must report to the other promptly in writing, and in addition verbally in an emergency:

- (a) any damage to the Licensed Area of which they are aware; and
- (b) any circumstances of which they are aware and which are likely to be a danger or cause any damage or danger to the Licensed Area or to any person in or on the Licensed Area.

7.6 Settlement of claim

The Licensor may, but the Licensee may not without prior written consent of the Licensor, settle or compromise any claims under any policy of insurance required by this clause.

7.7 Licensor as attorney

The Licensee irrevocably appoints the Licensor as the Licensee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by this clause;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by this clause;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

8. Indemnity

8.1 Responsibility of Licensee

The Licensee is responsible and liable for all acts or omissions of the Licensee's Agents on the Licensed Area and for any breach by them of any covenants or terms in this Licence required to be performed or complied with by the Licensee.

8.2 Indemnity

- (1) The Licensee indemnifies, and shall keep indemnified, the Licensor and the Minister for Lands from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Licensor or the Minister for Lands, or brought, maintained or made against the Licensor or the Minister for Lands, in respect of:
 - (a) any loss whatsoever (including loss of use);
 - (b) injury or damage of, or to, any kind of property or thing; and
 - (c) the death of, or injury suffered by, any person,caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (d) the use or occupation of the Licensed Area by the Licensee or the Licensee's Agents;
 - (e) any work carried out by or on behalf of the Licensee on the Licensed Area;
 - (f) the Licensee's activities, operations or business on, or other use of any kind of, the Licensed Area;
 - (g) any default by the Licensee in the due and punctual performance, observance and compliance with any of the Licensee's covenants or obligations under this Licence; or
 - (h) an act or omission of the Licensee.

8.3 Obligations continuing

The obligations of the Licensee under this clause:

- (a) are unaffected by the obligation of the Licensee to take out insurance, and the obligations of the Licensee to indemnify are paramount, however if insurance money is received by the Licensor for any of the obligations set out in this clause then the Licensee's obligations under **clause 8.2** will be reduced by the extent of such payment; and

- (b) continue after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Licence.

8.4 No indemnity for Licensor's negligence

The Parties agree that nothing in this clause shall require the Licensee to indemnify the Licensor, its officers, servants, or agents against any loss, damage, expense, action or claim arising out of a negligent or wrongful act or omission of the Licensor, or its servants, agents, contractors or invitees.

8.5 Release

(1) The Licensee:

- (a) agrees to occupy and use the Licensed Area at the risk of the Licensee; and
- (b) releases to the full extent permitted by law, the Licensor from:
 - (a) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Licensed Area or arising from the Licensee's use or occupation of the Licensed Area;
 - (b) loss of or damage to the Licensed Area or personal property of the Licensee; and
 - (c) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any contamination, pollution or environmental harm in, on or under the Licensed Area or surrounding areas,

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Licensor or its servants, agents, contractors or invitees.

(2) The release by the Licensee continues after the expiration or earlier determination of this Licence in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Licence.

9. Limit of Licensor's Liability

The Licensor will not be liable for loss, damage or injury to any person or property in or about the Licensed Area however occurring and the Licensor will not be liable for any failure to perform and observe any of the Licensor's Covenants due to any cause beyond the Licensor's control, except to the extent that any loss, damage or injury or failure to perform and observe any of the Licensor's Covenants is caused or contributed to by the negligent or wrongful act or omission of the Licensor or its servants, agents, contractors or invitees.

10. Maintenance, Repair and Cleaning

10.1 Generally

- (1) The Licensee AGREES during the Term and for so long as the Licensee remains in possession or occupation of the Licensed Area to maintain, replace, repair, clean and keep the Licensed Area clean and in Good Repair.
- (2) The Licensee acknowledges and agrees that the Licensor has no obligation to repair or maintain the Licensed Area, including without limitation structural repair or maintenance.

10.2 Cleaning

The Licensee must at all times keep and maintain the Licensed Area in a clean and tidy state, free from refuse, rubbish, garbage and litter during the Term.

10.3 Repair damage

- (1) The Licensee must promptly repair, rehabilitate and make good at its own expense and to the satisfaction of the Licensor, any damage to the Licensed Area including but not limited to pollution or contamination of the Licensed Area caused by or arising out of or in relation to or incidental to the use of the Licensed Area by the Licensee or Licensee's Agents or resulting from an act or omission of the Licensee or the Licensee's Agents.
- (2) In the instance the Licensor repairs, rehabilitates or makes good any damage to the Licensed Area, the Licensee must pay to the Licensor the cost of such repair, rehabilitation or making good within seven (7) days of receipt of a written demand for such payment by the Licensor.

10.4 Pest control

The Licensee must keep the Licensed Area free of any vermin or any other recognised pests and the cost of extermination will be borne by the Licensee.

10.5 Licensed Trades

In discharging the obligations imposed on the Licensee under this **clause 10**, the Lessee shall when maintaining, replacing, repairing or cleaning any:

- (a) electrical fittings and fixtures;
- (b) plumbing;
- (c) air conditioning fittings and fixtures; and
- (d) gas fittings and fixtures

in or on the Licensed Area, use only licensed trades persons, or such trades persons as may be prior approved by the Lessor, which approval shall not be unreasonably withheld.

10.6 Comply with all reasonable conditions

The Licensee must comply with all reasonable conditions that may be imposed by the Licensor from time to time in relation to the Licensee's maintenance of the Licensed Area.

10.7 Acknowledgement of state of repair of Licensed Area

The Licensee acknowledges that it has inspected the Licensed Area prior to the execution of this Licence and enters into the Licence with full knowledge of the state of repair of the Licensed Area.

11. Alterations

11.1 Restriction

The Licensee must not:

- (a) make or allow to be made any alteration, addition or improvements to or demolish any part of the Licensed Area; or

- (b) erect or construct any building on the Licensed Area;
- unless the Licensee has obtained the prior written consent of:
- (c) the Licensor;
 - (d) any other person from whom consent is required under this Licence,
- and the Parties agree that any consent may be granted upon conditions.

11.2 Consent

- (1) If the Licensor:
 - (a) and all other persons whose consent is required under this Licence or at law consents to any matter referred to in **clause 11.1** the Licensor may, acting reasonably:
 - (a) require that work be carried out in accordance with plans and specifications approved by the Licensor or any other person giving consent; and
 - (b) require that any alteration be carried out to the satisfaction of the Licensor under the supervision of an engineer or other consultant; and
 - (b) consents to any matter referred to in **clause 11.1**:
 - (a) the Licensor gives no warranty that the Licensor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (b) the Licensee must apply for and obtain all such consents, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions.

11.3 Work to be at Licensee's expense

All works undertaken under this clause will be carried out at the Licensee's expense.

12. Use

12.1 Restrictions on use

The Licensee must not and must not suffer or permit a person to:

- (a) use the Licensed Area for any purpose other than for the Permitted Purpose;
- (b) use the Licensed Area outside the Permitted Hours of Use;
- (c) use the Licensed Area for any purpose which is not permitted under any local planning scheme or any law relating to health;
- (d) do or carry out on the Licensed Area any harmful, offensive or illegal act, matter or thing;
- (e) do or carry out on the Licensed Area anything which causes a nuisance, damage or disturbance to the Licensor or to owners or occupiers of adjoining properties;
- (f) pollute or contaminate the Licensed Area or any surrounding area with garbage, refuse, waste matter, oil and other pollutants;

- (g) do any act or thing which might result in excessive stress or harm, environmental or otherwise, to any part of the Licensed Area or surrounding areas;
- (h) permit any unrestrained animal to be on the Licensed Area; or
- (i) display from or affix any signs, notices or advertisements on the Licensed Area without the prior written consent of the Licensor, which consent shall not be unreasonably withheld.

12.2 No nuisance

The Licensee acknowledges and agrees with the Licensor that it shall:

- (a) not do or leave undone or suffer to be done or left undone any act, matter or thing whereby a nuisance or anything in the nature of which may be deemed to be a nuisance may exist or arise or continue upon or in connection with the Licensed Area or the use thereof and to forthwith promptly abate any such nuisance or alleged nuisance.
- (b) pay to the Licensor on demand all sums of money which the Licensor may at any time and from time to time hereafter pay or expend to be called upon to repay in connection with performing, discharging or executing any requisitions or works or abating any nuisance or alleged nuisance referred to in **clause 12.2(a)** and which contrary to the agreement therein contained the Licensee neglects or fails to perform, discharge or execute.

12.3 No warranty

The Licensor gives no warranty:

- (a) as to the use to which the Licensed Area may be put; or
- (b) that the Licensor will issue any consents, approvals, authorities, permits or licences required by the Licensee under any statute for its use of the Licensed Area.

12.4 Licensed Area subject to restriction

The Licensee accepts the Licensed Area for the Term, subject to any existing prohibition or restriction on the use of the Licensed Area.

12.5 Indemnity for costs

The Licensee indemnifies the Licensor against any claims or demands for all costs, on a solicitor client basis, incurred by the Licensor by reason of any claim in relation to any matters set out in this clause.

13. Statutory Obligations and Notices

13.1 Comply with statutes

The Licensee must:

- (a) comply promptly with all statutes relating to the Licensed Area or to the Licensee's use of the Licensed Area;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Licensed Area for the Permitted Purpose; and

- (c) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Licensed Area or to the business the Licensee carries out on the Licensed Area.

13.2 Indemnity if fails to comply

The Licensee indemnifies the Licensor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clause 13.1**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clause 13.1** (but excluding indirect and consequential losses),

except to the extent that any claim, demand, costs or other payments is caused or contributed to by the negligent or wrongful act or omission of the Licensor or its servants, agents, contractors or invitees.

13.3 No fetter

Notwithstanding any other provision of this Licence, the Parties acknowledge that the Licensor is a local government established by the *Local Government Act 1995* and in that capacity, the Licensor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken and the Licensor shall not be taken to be in default under this Licence by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Licence fetter the Licensor in performing its statutory obligations or exercising any discretion.

14. Report to Licensor

The Licensee must immediately report to the Licensor:

- (a) any act of vandalism or any incident which occurs on or near the Licensed Area which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police or Licensor and of which the Licensee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Licensed Area of which it becomes aware, which might reasonably be expected to cause, in or on the Licensed Area, pollution of or damage to the environment; and
- (c) all notices, orders and summonses received by the Licensee and which affect the Licensed Area and immediately deliver them to the Licensor.

15. Liquor Licence

The Licensee covenants and agrees that if a licence or permit is granted under the *Liquor Control Act 1988* for the Licensed Area it must:

- (a) comply with any requirements attaching to the licence or permit at its cost;
- (b) promptly provide a copy of the licence or permit to the Licensor after the date of grant; and
- (c) indemnify and keep indemnified the Licensor from and against any breach of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Control Regulations*

1989 or the licence or permit or any conditions imposed thereupon for which it may be liable as the management body of the Licensed Area.

16. Reservation of Licensor's Rights

The Licensor reserves its rights to enter upon the Licensed Area with or without vehicles, tools and equipment, workmen and others at all reasonable times after reasonable prior notice to the Licensee for the purpose of:

- (a) viewing and inspecting the Licensed Area;
- (b) carrying out maintenance work; or
- (c) rectifying a breach of the conditions of this Licence.

17. Default

The Parties agree that:

- (a) if the Licence Fee or any part thereof shall be in arrears after the date specified for payment for a period of fourteen (14) days after a notice specifying such default shall have been served on the Licensee; or
- (b) any covenant, term or condition on the part of the Licensee herein contained or implied shall not be punctually and effectually performed or observed and such default shall continue for a period of fourteen (14) days after a notice specifying such default shall have been serviced on the Licensee,

then in any of the said cases, it shall be lawful for the Licensor at any time thereafter by notice in writing to the Licensee to terminate the Licence hereby granted. Upon receipt of such notice by the Licensee, the Licence hereby granted shall terminate but without prejudice to the right of action of the Licensor for arrears of the Licence Fee or damages for breach of any other covenant contained in this Licence. Upon such termination, the Parties acknowledge that the Licensee shall not be entitled to any refund of the Licence Fee in respect of any unexpired portion of the Term.

18. Dispute Resolution

The Parties agree that:

- (a) any dispute between the Licensee and Licensor in regard to anything arising from this Licence shall be addressed in the first instance by a meeting between representatives of the Licensee appointed for that purpose and the officer of the Licensor responsible for administering the Licensed Area; and
- (b) if the dispute cannot be resolved in a manner that is satisfactory to both Parties through such a meeting, the CEO of the Licensor will have the power to make a final determination in resolution of the dispute, but only after giving due consideration to all of the matters discussed at the meeting referred to in paragraph (a) above and setting out in writing the reasons for his or her decision.

19. Termination

- (1) The Licensor or the Licensee may immediately terminate this Licence by written notice to the other Party if:

- (a) the other Party commits a material breach of any of its obligations and has not remedied that breach within thirty (30) days of receiving written notice of the breach;
 - (b) the Licensed Area is damaged to the extent that it is no longer suitable or is otherwise rendered unfit for the Permitted Purpose; or
 - (c) the Management Order is revoked.
- (2) Termination of this Licence does not affect the rights or liabilities of the Parties in relation to any course of action accruing prior to termination.
- (3) Upon the Termination of this Licence, the Licensee must comply with **clause 21** and **clause 22** and leave the Licensed Area in a clean state and in Good Repair and condition.

20. Yield Up The Licensed Area

- (1) At the end or sooner Termination of the Term, the Licensee must peacefully surrender and yield up to the Licensor the Licensed Area in a condition consistent with the observance and performance of the Licensee's Covenants under this Licence.
- (2) The Licensee's obligation under this clause shall survive Termination.

21. Removal of Property from Licensed Area

21.1 Removal of Licensee's property

Subject to any clause to the contrary, at or prior to Termination the Licensee must take, remove and carry away from the Licensed Area all signs, fixtures, fittings, plant, equipment and other articles upon the Licensed Area brought upon the Licensed Area by the Licensee and the Licensee shall on such removal forthwith make good to the satisfaction of the Licensor any damage which may be occasioned by such removal.

21.2 Licensor can remove property on re-entry

On re-entry the Licensor will have the right to remove from the Licensed Area any property of the Licensee and the Licensee indemnifies the Licensor against all damage caused by the removal of and the cost of storing that property.

22. Restore Licensed Area

The Licensee agrees with the Licensor that:

- (a) at the expiration or sooner determination of this Licence, it shall, at its cost, remove from the Licensed Area any alterations, additions or improvements to the Licensed Area installed by the Licensee, unless otherwise approved in writing by the Licensor;
- (b) it shall restore the Licensed Area to the condition in which it existed at the date of the Licensee's possession of the Licensed Area to the satisfaction of the Licensor; and
- (c) in the event the Licensee does not restore the Licensed Area to the satisfaction of the Licensor within one (1) month of the expiration or sooner determination of this Licence, the Licensor may remove any alternations, additions or improvements installed by the Licensee and restore the Licensed Area to its satisfaction and the costs of carrying out such removal and restoration shall be a liquidated debt recoverable from the Licensee by the Licensor in a Court of competent jurisdiction.

23. Option to Renew

If the Licensee at least one (1) month, but not earlier than six (6) months, prior to the date for commencement of the Further Term gives the Licensor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Licence or at law have been obtained; and
- (b) there is no subsisting default or outstanding breach of this Licensee by the Licensee,

the Licensor may in its absolute discretion grant to the Licensee a further licence of the Licensed Area for the Further Term and subject to the same terms, covenants and conditions as are contained or implied in this Licence except this **clause 23**, in relation to the further term granted by the Licensor.

24. Rights Rest in Contract Only

The Licensee acknowledges that the rights hereby conferred rest in contract only and nothing herein contained or implied shall be construed as granting or shall be deemed to grant to the Licensee any estate to interest in the Licensed Area or any right of exclusive possession of the Licensed Area.

25. No Assignment Without Consent

The Licensee agrees that it shall not encumber, assign, sub-licence or part with the possession or benefit of this Licence or the Licensed Area or any part of the Licensed Area without first obtaining the prior written consent of the Licensor and the Minister for Lands, which consent the Licensor or the Minister for Lands may withhold in their absolute discretion.

26. Holding Over

If the Licensee continues to use the Licensed Area after the expiry of the Term with the consent of the Licensor, the Licensee will be a monthly licensee of the Licensor at a licence fee equivalent to one twelfth of the Licence Fee for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Licence provided that all consents required under this Licence or at law have been obtained to the Licensee in continuing its use of the Licensed Area as a monthly licensee.

27. Acts by Agents

All acts and things which the Licensor is required to do under this Licence may be done by the Licensor, the CEO, an officer or the agent, solicitor, contractor or employee of the Licensor.

28. Statutory Powers

The powers conferred on the Licensor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Licence, in addition to the powers conferred on the Licensor in this Licence.

29. Notice

29.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Licence or any other address nominated by a Party by Notice to the other.

29.2 Service of Notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 29.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 29.1(b)**, on the second business day following the date of posting of the Notice.

29.3 Signing of Notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

30. Commercial Tenancy Act

If at any time and for so long as the *Commercial Tenancy (Retail Shops) Agreement Act 1985* applies to this Licence and a provision of that Act conflicts with a provision of this Licence, then each conflicting provision of this Licence is deemed to be amended to the extent necessary to comply with that Act.

31. Relationship Between Parties

This Licence does not create a partnership, joint venture or relationship of principal and agent between the Parties.

32. Severance

If any part of this Licence is or becomes void or unenforceable, that part is or will be severed from this Licence to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

33. Variation

This Licence may be varied only by deed executed by the parties subject to such consents as are required by this Licence or at law.

34. Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Licence do not, to the fullest extent permitted by law, apply to limit the terms of this Licence.

35. Further Assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Licence.

36. Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Licence by a Party does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

37. Governing law

This Licence is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

38. Additional Terms, Covenants and Conditions

Each of the terms, covenants and conditions (if any) specified in **Item 9** of the Schedule shall be deemed part of this Licence and shall be binding on the Parties as if incorporated into the body of this Licence.

Schedule

Item 1 Land and Licensed Area

Land

Reserve 3378 being land more particularly described as Lot 397 on Deposited Plan 191403 being the land comprised in Qualified Certificate of Crown Land Title Volume LR3102 Folio 501 and commonly known as the “Old Beverley Racecourse”.

Licensed Area

That portion of the Land shown outlined in red on the sketch annexed hereto as **Annexure 1**, comprising of approximately [TBC] square metres.

Item 2 Term

5 years commencing on 1 March 2019 and expiring on 29 February 2024.

Item 3 Further Term

5 years commencing on 1 March 2024 and expiring on 28 February 2029.

Item 4 Commencement Date

1 March 2019.

Item 5 Licence Fee

Two hundred and ninety four dollars (\$294.00) per event plus GST payable at least two (2) weeks before the day of each event.

Item 6 Permitted Purpose

- (1) Seven competitive events per year of the Term whereby competitors drive tractors pulling a load of weight which is increased with each round until only one competitor remains (**Tractor Pulling Events**).
- (2) Two events per year of the Term which are of a similar nature to Tractor Pulling Events such as lawnmower pulling competitions and are prior approved by the Licensor in writing (**Special Events**).

Item 7 Permitted Hours of Use

Between the hours of 8am and 7pm on nine (9) days of each year of the Term and an additional two days per event for event preparation and closure. [Shire to specify whether certain day restrictions apply]

Item 8 Licence Fee Review Date

CPI Review: Each anniversary of the Commencement Date, except the dates which are a Market Review Date.

Market Review: Every fifth year of the Term or Further Term.

Item 9 Additional Terms, Covenants and Conditions

1. Risk Management Plan

The Licensee shall submit a Risk Management Plan to the Licensor for its approval prior to the Commencement Date which shall include:

- (a) an Emergency Response Plan;
- (b) an Emergency Evacuation Plan;
- (c) emergency procedures;
- (d) a Parking and Traffic Management Plan;
- (e) a Crowd Control Plan;
- (f) a Complaint and Dispute Management and Resolution Plan;
- (g) an Event Plan including event set up and closure procedures; and
- (h) An Environmental Impact Management Plan which addresses noise, dust and rubbish suppression and management.

2. Fire Management

The Licensee shall be responsible for:

- (a) installing and maintaining fire breaks;
- (b) establishing and maintaining a fire hazard reduction program; and
- (c) providing functional firefighting equipment when Tractor Pulling Events and Special Events are being set up, held and dismantled,

to the satisfaction of the Licensor acting reasonably.

3. Certification of Works

The Licensee acknowledges and agrees that:

- (a) all electrical works and requirements are to be certified by a qualified electrician; and
- (b) all temporary structures constructed or used on the Licensed Area are to be certified by a structural engineer.

Signing page

EXECUTED by the parties as a Deed

2019

THE COMMON SEAL of WESTERN AUSTRALIAN TRACTOR PULL ASSOCIATION INC was hereunto affixed pursuant to the constitution of the Western Australian Tractor Pull Association Inc in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Western Australian Tractor Pull Association Inc indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

Address:

Address:

Office Held:

Office Held:

THE COMMON SEAL of the SHIRE OF BEVERLEY was hereunto affixed by authority of a resolution of Council in the presence of:

Full Name of President

Signature of President

Full Name of Chief Executive Officer

Signature of Chief Executive Officer

Annexure 1 - Sketch of Licensed Area

LOT 397 (RESERVE 3378)



Annexure 2 – Minister for Lands' Consent

DRAFT