

SHIRE
OF

CUBALLING

**ORDINARY COUNCIL MEETING
HELD ON 21 AUGUST 2014**

MINUTES

These minutes were confirmed at a meeting on.....

Signed.....
Presiding Person at the meeting at which the minutes were confirmed

Date:.....

SHIRE OF CUBALLING

ORDINARY COUNCIL MEETING
THURSDAY 21 AUGUST 2014

MINUTES

TABLE OF CONTENTS

1. OPENING - ANNOUNCEMENT OF VISITORS
2. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE
3. PUBLIC QUESTION TIME
4. STANDING ORDERS
5. APPLICATIONS FOR LEAVE OF ABSENCE
6. MINUTES
7. PETITIONS, DEPUTATIONS, PRESENTATIONS & DECLARATIONS
8. DISCLOSURES OF INTEREST
9. REPORTS
 - 9.1 FINANCE
 - 9.1.83 List of Accounts Submitted for Council Approval*
 - 9.1.84 Statement of financial Activity*
 - 9.2 CEO's REPORT
 - 9.2.122 Regional Waste Site – Great Southern Regional Waste Group*
 - 9.2.123 Support for the Upgrade of the Artificial Turf by the Upper Great Southern Hockey Association*
 - 9.2.124 Deputy CEP Appointment Process*
 - 9.2.125 Cat Act 2011 and Dog Act 1976*
 - 9.2.126 Building Delegations*
 - 9.2.127 Commonseal*
 - 9.3 WORKS
 - Nil*
 - 9.4 HEALTH & BUILDING REPORT
 - 9.4.1 Building Surveyors Report*
10. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN
11. OTHER URGENT BUSINESS
12. NEXT MEETING
13. CLOSURE OF MEETING

1. **OPENING - ANNOUNCEMENT OF VISITORS**

The Shire President, Cr Conley, opened the meeting at 3.17pm.

2. **ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE**

Cr Mark Conley	Shire President
Cr Roger Newman	Deputy Shire President
Cr Tim Haslam	
Cr Scott Ballantyne	
Cr Eliza Dowling	
Cr Dawson Bradford	
Mr Gary Sherry	Chief Executive Officer

3. **PUBLIC QUESTION TIME**

Nil

4. **STANDING ORDERS**

COUNCIL DECISION

That Standing Orders be suspended for the duration of this meeting to allow for greater debate on items.

Moved: Cr Ballantyne

Seconded: Cr Haslam

Carried 6/0

5. **APPLICATIONS FOR LEAVE OF ABSENCE:**

Nil

6. **MINUTES**

6.1 CONFIRMATION OF 17th JULY 2014 ORDINARY MEETING OF COUNCIL

COUNCIL DECISION

That the minutes (as circulated) of the ordinary meeting of the Shire of Cuballing held in the Council Chambers on 17th July 2014 be confirmed.

Moved: Cr Dowling

Seconded: Cr Newman

Carried 6/0

7. PETITIONS, DEPUTATIONS, PRESENTATIONS & DECLARATIONS

Nil

8. DISCLOSURES OF INTEREST

Councillors' and Employees' Disclosures of Interest.

8.1 DISCLOSURE OF FINANCIAL INTEREST AND PROXIMITY INTEREST

Members must disclose the nature of their interest in matters to be discussed at the meeting.

Employees must disclose the nature of their interest in reports or advice when giving the report or advice to the meeting.

8.2 DISCLOSURE OF INTEREST AFFECTING IMPARTIALITY

Members and staff must disclose their interest in matters to be discussed at the meeting in respect of which the Member or employee has given or will give advice.

Cr Ballantyne declared an Impartiality Interest in item 9.2.123 as he has family links to the Narrogin Hockey Association.

Cr Dowling declared an Impartiality Interest in item 9.2.123 as she is a player in the Narrogin Hockey Association.

LIST OF ACCOUNTS DUE AND SUBMITTED TO COUNCIL

Date	Name	Description	Amount
01/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-3038.15
14/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-804.70
15/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-387.95
16/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-52.00
17/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-1763.65
18/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-655.45
21/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-3473.75
22/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-2026.20
23/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-40.60
24/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-64.70
25/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-352.90
02/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-2219.85
28/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-963.70
30/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-1781.70
31/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-131.85
03/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-2620.15
04/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-2553.75
07/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-328.70
08/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-1215.70
09/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-224.70
11/07/2014	4 - POLICE LICENSING PAYMENTS	POLICE LICENSING PAYMENTS	-2371.40
03/07/2014	CHILD SUPPORT AGENCY	Payroll deductions	-322.82
11/07/2014	Air Liquide PTY LTD	gas rental	-102.60
11/07/2014	CORNER'S AUTOMOTIVE ELECTRICS	fix roller fault	-781.00
11/07/2014	CUBY ROADHOUSE	June account	-188.28
11/07/2014	GREAT SOUTHERN FUEL SUPPLIES	fuel	-10667.82
11/07/2014	LANDGATE	interim valuation rural	-211.75

11/07/2014	MECHANICAL AND DIESEL SERVICES	parts and repairs plant - suspension bushes, rocker cover gasket, bush x 12, bolts rocker cover gasket, workshop and environmental supplies freight and labour 17.5 hours	-4638.15
11/07/2014	McDougall Weldments	various parts and repairs	-1515.29
11/07/2014	NARROGIN BEARING SERVICES	parts	-145.43
11/07/2014	NARROGIN FRUIT MARKET	June meeting	-89.00
11/07/2014	Narrogin Gardening Services	Professional services for WALGA bitument, RRG Costings	-850.00
11/07/2014	SOS Office Equipment	photocopying charges	-1076.61
11/07/2014	Staples Australia Pty Ltd	stationery	-204.44
11/07/2014	TOLL IPEC (COURIER AUSTRALIA)	various freight charges	-163.72
11/07/2014	TOWN OF NARROGIN	D Baxter contract building surveyor	-1898.95
14/07/2014	Avon Waste	bulk bin service and rent	-1270.92
14/07/2014	BHW Consulting Central Country Zone	annual subscription	-3850.00
14/07/2014	IT VISION	Annual licence fee	-11072.60
14/07/2014	IT VISION USER GROUP	subscription	-660.00
14/07/2014	LRA Civil Pty Ltd	multi roller hire various roads	-3459.50
14/07/2014	Security Man Pty Ltd	quarterly monitoring account	-115.50
16/07/2014	Cuby Tavern	June council meeting	-161.15
21/07/2014	CHILD SUPPORT AGENCY	Payroll deductions	-51.78
22/07/2014	TOWN OF NARROGIN	Eva Haydon - Accommodation CEO change over period 2014	-280.00
25/07/2014	LRA Civil Pty Ltd	Multityre roller hire various roads	-3085.50
28/07/2014	BEAUREPAIRES	2 new tyres	-264.51
28/07/2014	DEWS MINI EXCAVATIONS	culvert clean out	-660.00
28/07/2014	Hoist Hydraulics WA Pty Ltd	Reseal hoist	-1079.65
28/07/2014	JR & A HERSEY P/L	protective clothing and guideposts	-1534.98
28/07/2014	LGIS Broking	various insurance renewals	-33802.60
28/07/2014	LGIS INSURANCE	Insurance renewals for the year	-49605.73
28/07/2014	LRA Civil Pty Ltd	Roller hire various	-2898.50
28/07/2014	Melchiorre Plumbing And Gas	replace pan stolen from Popo toilet	-391.77

28/07/2014	NEAT (Narrogin Electrical Appliance Testing)	electrical tagging various	-845.40
28/07/2014	Narrogin Dingo Service	Supply and lay limestone blocks at Popanyining toilets-tennis courts	-2125.86
28/07/2014	PAGE TRUCK HIRE	push Popo tip	-880.00
28/07/2014	ROAD SIGNS AUSTRALIA	road signs	-418.00
28/07/2014	SW Taylor	consultation, auditing, development setting up and training basic legislative requirements Safety Management System for Cuballing Shire	-2750.00
28/07/2014	Security Man Pty Ltd	balance of invoice	-39.00
28/07/2014	TOLL IPEC (COURIER AUSTRALIA)	freight	-11.09
28/07/2014	WA LOCAL GOVERNMENT ASSOCIATION	advertising town planning and grader operator	-929.49
28/07/2014	Shorter's Excavator & Rockbreaker Hire	Cuby Tennis Clubrooms	-12000.00
29/07/2014	WA LOCAL GOVERNMENT ASSOCIATION	shortfall on invoices	-98.26
31/07/2014	CHILD SUPPORT AGENCY	Payroll deductions	-51.78
07/07/2014	11 - INTEREST ON GRADERS	INTEREST ON GRADERS	-1063.89
21/07/2014	13 - ATO CLEARING ACCOUNT BAS	ATO CLEARING ACCOUNT BAS	-2169.00
15/07/2014	10 - ANNITTEL	ANNITTEL	-116.49
21/07/2014	13 - ATO CLEARING ACCOUNT BAS	ATO CLEARING ACCOUNT BAS	-450.00
11/07/2014	SYNERGY	various power accounts	-660.55
11/07/2014	Telstra	various mobiles	-503.51
14/07/2014	DEPARTMENT OF TRANSPORT	Regn CN3193	-24.95
14/07/2014	Telstra	phone charges and rental various	-455.74
14/07/2014	SYNERGY	various accounts	-2503.80
23/07/2014	PENELOPE JOAN BUTTERWORTH	REFUND OF STANDPIPE CARD REFUND CARD NO. 0000906211	-15.00
28/07/2014	Cuballing CWA (Country Womens Association)	Eva's farewell	-400.00
28/07/2014	Water Corporation	water charges standpipes	-202.93

MUNICIPAL
CREDIT CARD
TRUST
TOTAL

-165815.29
3665.50
-27071.55
-162149.79

9.1.84 STATEMENT OF FINANCIAL ACTIVITY

Date: 13th August 2014
Reporting Officer: Clare Thomson
Enabling Legislation: Local Government (Financial Management) Regulations 1996
Council Policy: Nil
Budget Implications: Nil
File Reference: CMR 7
Voting Requirements: Simple majority

Background

Local Government (Financial Management) Regulations 1996, Section 34, provides for monthly financial reporting requirements for local government.

Comment

General Purpose Funding

Rates

An amount of \$1,001,307 has been raised in rates for the year. At this stage a discount of \$2,202 has been given to ratepayers that have already paid their rates.

Other

Insurance premiums have been paid – some in full and some are in two instalments.

No ABC costing has been done for the month – am hoping to do it monthly but am still trying to finalise June 2014 accounts.

COUNCIL DECISION:

That the Statement of Financial Activity, as circulated, for the Shire of Cuballing for period ending 31 July 2014, be received.

Moved: Cr Dowling

Seconded: Cr Bradford

Carried 6/0

Bank Reconciliation for the month of July 2014

	Municipal Fund	Trust Fund	Reserve Accts
Opening balance	\$782,374.65	\$31,379.31	\$ 1,026,818.75
Income	\$49,351.10	\$24,824.95	-
Add interest	1,916.28	-	-
Adjustment	\$0.00	-	
Expenditure	-\$276,017.93	-\$26,488.10	
Closing balance	\$557,624.10	\$29,716.16	\$ 1,026,818.75
Bank account	\$87,163.75	\$28,049.26	\$ 2,903.89
Investments	\$489,523.42	0.00	\$ 1,023,914.86
Plus O/S deposits	10,286.84	1,666.90	
Less O/S cheques	-\$29,349.91		
Closing balance	\$557,624.10	\$29,716.16	\$ 1,026,818.75

Investments 31 July 14

Account Number	Maturity Date	Interest Rate	Fund/Account		
			Municipal	Trust	Reserve
24455506	Cash Deposit	2.50%	-	-	1,023,914.86
34681402	Cash Deposit	2.25%	300,000.00		
	Online account	2.50%	189,523.42		
Total			489,523.42	0	1,023,914.86

SHIRE OF CUBALLING
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2013 TO 31 JULY 2014

TABLE OF CONTENTS

Statement of Financial Activity	2
Notes to and Forming Part of the Statement	3 to 17

SHIRE OF CUBALLING
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2014 TO 31 JULY 2014

	NOTE	31-Jul 2014 Actual \$	31-Jul 2014 Y-T-D Budget \$	2014/2015 Budget \$	Variences Budget to Actual Y-T-D %
<u>Operating</u>					
Revenues/Sources					
Governance		8,636	3,000	16,637	(187.88%)
General Purpose Funding		2,218	2,000	598,900	(10.91%)
Law, Order, Public Safety		50	50	26,500	0.00%
Health		678	600	1,500	(13.00%)
Education and Welfare		-	-	-	
Housing		-	-	-	
Community Amenities		134	100	22,350	(33.64%)
Recreation and Culture		-	-	9,100	#DIV/0!
Transport		1,014	900	838,860	(12.62%)
Economic Services		1,307	1,200	64,200	(8.88%)
Other Property and Services		2,364	2,000	143,713	(18.18%)
		<u>16,400</u>	<u>9,850</u>	<u>1,721,760</u>	
(Expenses)/(Applications)					
Governance		(101,517)	(100,000)	(129,030)	(1.52%)
General Purpose Funding		-	-	(69,477)	#DIV/0!
Law, Order, Public Safety		(7,440)	(7,000)	(142,489)	(6.28%)
Health		-	-	(43,712)	#DIV/0!
Education and Welfare		-	-	(13,606)	#DIV/0!
Housing		(1,471)	(1,000)	(41,555)	(47.15%)
Community Amenities		(7,529)	(7,000)	(203,262)	(7.55%)
Recreation & Culture		(14,237)	(13,500)	(262,980)	(5.46%)
Transport		(164,262)	(160,000)	(1,974,307)	(2.66%)
Economic Services		(2,647)	(2,500)	(107,527)	(5.86%)
Other Property and Services		39,555	35,000	(92,106)	(13.01%)
		<u>(259,547)</u>	<u>(256,000)</u>	<u>(3,080,051)</u>	
<u>Adjustments for Non-Cash</u>					
<u>(Revenue) and Expenditure</u>					
(Profit)/Loss on Asset Disposals		-	-	(27,500)	
Depreciation on Assets		-	-	957,491	
Movement current leave entitlements		-	-	-	
<u>Capital Revenue and (Expenditure)</u>					
Purchase Land Held for Resale		-	-	-	
Purchase Land and Buildings		(13,909)	(13,909)	(231,156)	
Purchase Infrastructure Assets - Roads & Footpaths, Other		(1,206)	(1,206)	(879,641)	
Rounding		(3)	-	-	
Purchase Plant and Equipment		-	-	(369,000)	
Purchase Furniture and Equipment		-	-	-	
Proceeds from Disposal of Assets		-	-	57,500	
Repayment of Debentures		(2,651)	(2,651)	(70,551)	
Repayment of Debentures		-	-	-	
Proceeds from New Debentures		-	-	-	
Transfers to Reserves (Restricted Assets)		-	-	(79,000)	
Transfer to/from Reserves		-	-	259,000	
		-	-	-	
Transfers from Reserves (Restricted Assets)		-	-	-	
Transfer from Restricted Cash		298,338	298,338	298,338	
ADD Net Current Assets July 1 B/Fwd		500,241	496,502	496,502	
LESS Net Current Assets Year to Date		(1,536,770)	(1,477,232)	-	
		<u>(999,106)</u>	<u>(946,307)</u>	<u>(946,307)</u>	

SHIRE OF CUBALLING

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 JULY 2014

	31-Jul	30-Jun
3. ACQUISITION OF ASSETS	Actual	Budget
	\$	\$
The following assets have been acquired during the period under review:		
<u>By Program</u>		
Governance	-	55,000
Community Amenities	-	140,000
Recreation and Culture	13,909	91,154
Transport	1,206	151,643
Economic Services	-	42,000
	<u>15,115</u>	<u>479,797</u>
<u>By Class</u>		
Land and Buildings	13,909	231,156
Infrastructure Assets	1,206	879,641
Plant and Equipment	-	369,000
Furniture and fittings	-	-
	<u>15,115</u>	<u>1,479,797</u>

SHIRE OF CUBALLING

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 JULY 2014

4. DISPOSALS OF ASSETS

No assets disposed of in July

<u>By Program</u>	Net Book Value	Sale Proceeds	Profit(Loss)
	31-Jul 2014 Actual \$	31-Jul 2014 Actual \$	31-Jul 2014 Actual \$
			-
			-
			-
	-	-	-

<u>By Class</u>	Net Book Value	Sale Proceeds	Profit(Loss)
	31-Jul 2014 Actual \$	31-Jul 2014 Actual \$	31-Jul 2014 Actual \$
			-
			-
			-
			-
	-	-	-

<u>Summary</u>	31-Jul 2014 Actual \$
Profit on Asset Disposals	-
Loss on Asset Disposals	-
	-

SHIRE OF CUBALLING
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2014 TO 31 JULY 2014

5. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Loan Date	Years	Principal 1-Jul-14	New Loans	Principal Repayments		Principal Outstanding		Interest Repayments	
					Actual \$	Budget \$	Actual \$	Budget \$	Actual \$	Budget \$
Recreation & Culture										
Loan #61 Change Rooms	31/10/2005	10	12,750		-	10,127	12,750	2,623	-	505
Transport										
Loan #62 - Loader	11/08/2008	10	123,885		-	27,969	123,885	95,916	-	9,362
Loan#63 - Graders	7/02/2014	8	289,495	-	2,650	32,455	289,495	257,040	1,064	10,349
			426,130	-	2,650	70,551	426,130	355,579	1,064	20,216

All debenture repayments were financed by general purpose revenue.

SHIRE OF CUBALLING

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 JULY 2014

	31-Jul 2014 Actual \$	2014/2015 Budget \$
6. RESERVES		
Cash Backed Reserves		
(a) Plant and Equipment Reserve		
Opening Balance	283,088	283,088
Amount Set Aside / Transfer to Reserve	-	44,157
Amount Used / Transfer from Reserve	-	(254,000)
	283,088	73,245
(b) IT and Office Equipment Reserve		
Opening Balance	29,245	29,245
Amount Set Aside / Transfer to Reserve	-	20,194
Amount Used / Transfer from Reserve	-	-
	29,245	49,439
(c) Employee Entitlements Reserve		
Opening Balance	123,398	123,398
Amount Set Aside / Transfer to Reserve	-	2,489
Amount Used / Transfer from Reserve	-	-
	123,398	125,887
(d) Housing Reserve		
Opening Balance	7,629	7,629
Amount Set Aside / Transfer to Reserve	-	160
Amount Used / Transfer from Reserve	-	-
	7,629	7,789
(e) Recreation and Community Facility Res		
Opening Balance	292,950	292,950
Amount Set Aside / Transfer to Reserve	-	6,123
Amount Used / Transfer from Reserve	-	(5,000)
	292,950	294,073
(f) Refuse Site Reserve		
Opening Balance	58,624	58,624
Amount Set Aside / Transfer to Reserve	-	1,225
Amount Used / Transfer from Reserve	-	-
	58,624	59,849
(g) Grain Freight Reserve		
Opening Balance	106,989	106,989
Amount Set Aside / Transfer to Reserve	-	564
Amount Used / Transfer from Reserve	-	-
	106,989	107,553
(h) Equestrian Reserve		
Opening Balance	2,000	2,000
Amount Set Aside / Transfer to Reserve	-	2,042
Amount Used / Transfer from Reserve	-	-
	2,000	4,042

SHIRE OF CUBALLING

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 JULY 2014

6. RESERVES	31-Jul 2014 Actual \$	2014/15 Budget \$
Cash Backed Reserves continued		
(i) General Purpose Reserve		
Opening Balance	122,888	122,888
Amount Set Aside / Transfer to Reserve	-	2,046
Amount Used / Transfer from Reserve	-	-
	<u>122,888</u>	<u>124,934</u>
 Total Cash Backed Reserves	<u>1,026,811</u>	<u>846,811</u>

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

6. RESERVES (Continued)	31-Jul Actual \$	2014/2015 Budget \$
Summary of Transfers To Cash Backed Reserves		
Transfers to Reserves		
Plant and Equipment Reserve	-	44,157
Office Equipment Reserve	-	20,194
Employee Entitlement Reserve	-	2,489
Housing Reserve	-	160
Recreation and Community Facility Reserve	-	6,123
Refuse Site Reserve	-	1,225
Grain Freight Reserve	-	564
Equestrian Reserve	-	2,042
General Purpose Reserve	-	2,046
	<u>-</u>	<u>79,000</u>
Transfers from Reserves		
Plant and Equipment Reserve	-	(254,000)
IT and Office Equipment Reserve	-	-
Employee Entitlements Reserve	-	-
Housing Reserve	-	-
Recreation and Community Facility Reserve	-	(5,000)
Refuse Site Reserve	-	-
Grain Freight Reserve	-	-
Equestrian Reserve	-	-
General Purpose Reserve	-	-
	<u>-</u>	<u>(259,000)</u>
 Total Transfer to/(from) Reserves	<u>-</u>	<u>(180,000)</u>

SHIRE OF CUBALLING

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2013 TO 30 JUNE 2014

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

Plant and Equipment Reserve

- to be used for the purchase and replacement of major items..

IT and Office Equipment Reserve

- to be used for the purchase of new and/or replacement of office equipment or furniture items.

Long Service Leave Reserve

- to be used to fund long service leave requirements.

Housing Reserve

- to be used to fund the construction of new shire housing.

Recreation and Community Facility Reserve

- to be used to fund the upgrade of the oval and associated facilities.

Refuse Site Reserve

- to be used to fund the upgrade of the refuse site.

Grain Freight Reserve

- to be used to maintain the grain freight route through the district.

Equestrian Reserve

- to be used for the maintenance and upkeep of the equestrian centre.

General Purpose Reserve

- to be used to maintain/fund various facilities throughout the district.

SHIRE OF CUBALLING

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2014 TO 31 JULY 2014

	31-Jul 2014 Actual \$	Brought Forward 1-Jul \$
7. NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	566,241	486,735
Cash - Restricted Reserves	1,026,811	1,026,811
Cash - Restricted Cash	-	298,338
Receivables	1,089,815	74,675
Inventories	<u>4,728</u>	<u>4,728</u>
	2,687,595	1,891,287
LESS: CURRENT LIABILITIES		
Payables and Provisions	<u>(124,014)</u>	<u>(65,897)</u>
NET CURRENT ASSET POSITION	2,563,581	1,825,390
Less: Cash - Reserves - Restricted	(1,026,811)	(1,026,811)
Less: Cash - Restricted Municipal	-	(298,338)
NET CURRENT ASSET POSITION	<u><u>1,536,770</u></u>	<u><u>500,241</u></u>

SHIRE OF CUBALLING
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2014 TO 31 JULY 2014

8. RATING INFORMATION

<u>RATE TYPE</u>	Rate in \$	Number of Properties	Rateable Value \$	2014/2015 Rate Revenue \$	2014/2015 Interim Rates \$	2014/2015 Back Rates \$	2014/2015 Total Revenue \$	2014/2015 Budget \$
General Rate								
UV - Cuballing	0.006733	224	100,116,000	674,081	-	-	674,081	674,081
GRV Cuballing	0.072742	176	1,848,542	134,467	-	-	134,467	134,467
Sub-Totals		400	101,964,542	808,548	-	-	808,548	808,548
Minimum Rates								
UV - Cuballing	760	128	10,366,627	97,280	-	-	97,280	97,280
GRV Cuballing	620	154	702,131	95,480	-	-	95,480	95,480
Sub-Totals		282	11,068,758	192,760	-	-	192,760	192,760
Ex gratia rates Specified Area Rates								
							1,001,308	1,001,308
Discounts								
							1,001,308	1,001,308
							(2,202)	(55,000)
Totals							999,106	946,308

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

The general rates detailed above for the 2012/13 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

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

SHIRE OF CUBALLING

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2013 TO 31 JULY 2014

9. TRUST FUNDS

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

Detail	Balance 1 Jul 14 \$	Amounts Received \$	Amounts Paid (\$)	Balance \$
Bonds - Building	14,389	-	-	14,389
Bonds - Hall Hire	1,050	-	-	1,050
Commodine Tennis Club	3,090	-	-	3,090
Cuballing Country Festival	1,099	-	-	1,099
Cuballing Cricket Club	200	-	-	200
Cuballing Football Asson	566	-	-	566
Environment and Townscape Trust Fund	5,713	-	-	5,713
Police Licensing	5,148	25,288	(27,896)	2,540
Swipe cards	1,545	-	15	1,560
	<u>32,800</u>			<u>30,207</u>

10. SUPPLEMENTARY INFORMATION

May include (not exhaustive) the following:

- Operating Statement;
- Balance Sheet;
- Debtors listings;
- Creditors listings;
- Cash/Investment summaries;
- Plant reports;
- Ratio analysis; and
- Other information considered relevant.

9.2.122 REGIONAL WASTE SITE – GREAT SOUTHERN REGIONAL WASTE GROUP

Location/Address: Lot 23 Nebrikinning Road, Cuballing
Reporting Officer: Gary Sherry – Chief Executive Officer
Date: 13 August 2014
File Reference:

Background

The Great Southern Regional Waste Group has been working together for some six years to establish a regional waste site that would service the member Councils and enable the refuse sites in each individual Shire to act as a transfer station to forward their waste to a central refuse site.

In May 2013 Council considered entering into an MOU with the land owners and resolved

COUNCIL DECISION:

That :

- 1 The President & CEO be authorised to sign the attached MOU for the Strategic Waste Project with due consideration that it will involve an equal share for future land acquisition from participating Local Governments in the 2013-2014 Budget;
- 2 Budget provision be made for the purchase of the land and associated development costs.

Moved Cr Haslam Seconded Cr Conley
Carried by Absolute Majority 5/0

In March 2014 Council considered a capital contribution towards the purchase and establishment of the new site and resolved in the following manner:

COUNCIL DECISION:

That providing the Great Southern Regional Waste Group retains its 7 member Councils, the sum of \$80,000 be provided in the 2014/15 budget for the Shire of Cuballing share of the establishment of a regional refuse site at Nebrikinning Road, Cuballing.

Moved: Cr Ballantyne Seconded: Cr Dowling
Carried by Absolute Majority 6/0

Council further considered the funding arrangements for each local authority for the kerbside and bulk bin removal and maintenance of the new site went to Council in May 2014. Council resolved:

COUNCIL DECISION:

That:

- 1 Council support in principal the subdivision of Lot 23 to enable establishment of the Great Southern Regional Waste Group Regional Waste Facility;

- 2 Land owners in the near vicinity of the site receive correspondence advising of the establishment of the Regional Waste Facility; and
- 3 Budget provision be made for the Shire of Cuballing contribution towards the establishment of the site provided costs are calculated from where mobile Garbage Bin refuse is currently delivered in the member councils Local Government Area and apportioned according to tonnes collected for delivery to the regional waste site and that Mobile Garbage bin waste collection costs are not included in the calculation of the contribution from each member council of the GSRWG.

Moved: Cr Dowling

Seconded: Cr Haslam

Carried 6/0

Comment

The Great Southern Regional Waste Group continues to meet on a regular basis and at the last meeting held on 23rd June 2014 it was resolved that a new Memorandum of Understanding (MOU) be negotiated with the land owners as the MOU signed in 2013 had expired. It was agreed at this meeting that the start date of the new MOU to be 31st August 2014 to allow for individual local governments to finish their budget processes.

A copy of the new draft MOU is included at Attachment 9.2.122A.

The original MOU was dated 11th June 2013 and was signed by the Shires of Wagin, Wickepin, Narrogin, Pingelly, Williams, Cuballing, Wandering, Dumbleyung and the Town of Narrogin.

The MOU required the Group to have a Works Approval with the Department of Environment Regulation (DER), an approval for Subdivision /Amalgamation and Development Approval for the operation of landfill site within 180 days of signing of the MOU (11th December 2013).

The MOU allowed for an extension of 90 days (11th February 2014) should some of the approvals mentioned above be still continuing.

The MOU has not been met as none of the approvals mentioned have been received, or in fact at the expiration of the MOU, had been applied for.

In addition, the Shires of Wandering and Dumbleyung have since withdrawn from the group.

As the funding arrangements have been worked out and each local authority has resolved to budget funds for the purchase of the land and establishment of the site in the 2014/15 year, the group has consolidated and is moving on with obtaining the necessary approvals.

In order to have the land "reserved" for the group by the owners, for the purposes of a refuse site, a new MOU needs to be entered into.

The last meeting of the Group (23rd June 2014) expressed a desire for It was also thought that the wording could stay the same as the original MOU, with the start date

changed and the 180 days approval period changed to 12 months and a further 180 days if required. This would bring the date for the approvals to be in place by 31st August 2015 with a further 180 days, 31st February 2016.

The reason for the substantially longer timeframe is because it was felt that the original MOU was unrealistically short and gave the land owners an unfair expectation that the approvals could be in place and the land sold to the group when it was really impossible to achieve this so soon.

The Group's executive officer has met with the land owners who have agreed that the MOU could start on the 31st August 2014 and could run for 12 months as requested.

However they would not agree to an extension of 180 days after the expiration of the 12 months as they believe that should be sufficient time to get the approvals in place.

If there is an outstanding approval at the expiration of the 12 month period, they will be willing to negotiate a further period of time.

An extension should be possible if demonstrable objectives have been met or can be shown to be substantially underway.

If the approvals have not been applied for, or there is a lack of effort to obtain the required approvals, at the expiration of the 12 month period, any further negotiation could involve a financial penalty to purchase the land.

It is felt that all approvals will have been applied for and hopefully approved within the 12 month period.

A submission to the Department of Health seeking the Governor's approval for the land to be gazetted as a refuse site has already been submitted.

The Works Approval application is waiting on the site to be surveyed for contour information – this should be completed by the end of this month (July 2014). This will enable the application to be made hopefully by September/October 2014 with a result known by early 2015.

Should a Works Approval be granted and the Governor grant approval for the land's use, a subdivision application will be submitted straight away.

A result of a subdivision application would be known within 90 days of the application.

Obviously there can be no guarantees, however two of the application will be made prior to the end of 2014, with the third (subdivision) hopefully made by early 2015.

The endeavour of the group will be shown so that if there is a holdup along the way, it is hoped that any further extension will be forthcoming.

If all Councils agree to this new draft MOU, it will be arranged for it to be signed by the land owners and each local government President/Mayor and CEO.

It should also be pointed out that two local authorities have pulled out of the previous MOU without penalty.

As the applications for approval are currently being lodged, it should be each local governments understanding that there can be no withdrawal from the second MOU without some financial penalty as the remainder of the Group will have to cover the financial implications of proceeding to purchase the land.

Statutory Environment

Whilst not having experience with the legal ramifications of an MOU, advice provide from the lawyer who drew up the first MOU is included at Attachment 9.2.122A

The advice is there is no option for “opting out”. If the MOU is signed by the present members of the Group, and the approvals being sought are forthcoming, the land will be required to be purchased.

If at a later stage one member wishes to withdraw, the purchase will have to continue at a disadvantage to the remaining members.

Each local government must be aware of the implications of this proposed second MOU.

Strategic Implications

It is no good “ploughing on” with approval applications if there is no “contract” with the landowners to be able to purchase the land for the use of a refuse site.

An MOU should satisfy the Group and the landowners to enable the Group to keep proceeding

Policy Implications – Nil

Finance Implications

So far, in the last 6 years there has not been an extraordinary amount of funds spent on the process of establishing a new refuse site.

However, the Group is now engaging a Town Planner to make submissions (Department of Health), a Surveyor to plot the contours and formulate a guide plan ready for subdivision and a contractor to make a Works Approval application to the DER.

The Group is also expected to make a budget allowance in 2014/2015 of \$80,000 each towards the cost of the land purchase and establishment of the new site so the financial implications are becoming more apparent.

There should be no expectation that a withdrawal from the Group could be made without some penalty.

Economic Implications

At this time the economic implications of the Regional Waste Site have not been explored. It can be expected that local employment and business opportunity would directly increase in the local area to service the site, with possible secondary benefits arising through recycling and waste product transformations.

Social Implications

The Regional Waste Site will provide a long term site for waste management in the region.

Environmental Implications

The Regional Waste Site will probably need to undergo independent environmental assessment as part of obtaining a licence. Normally such a licence will require strict abidance with the conditions of the licence to ensure that environmental impacts of the Regional Waste Site are kept with established limits.

Consultation

Steve Friend, Shire of Wagin

Options

Council can resolve:

1. the Officer's Recommendation
2. an amended Officer's Recommendation; or
3. to not sign at this time and consider Council's continued participation in the Regional Waste Project.

Voting Requirement – Simple Majority

OFFICER RECOMMENDATION:

That Council

1. agrees enter into the Memorandum of Understanding, included at Attachment 9.2.122A, between the Wagin Group of Councils and the owners of Lot 23 (3118) Wandering Narrogin Road Cuballing to purchase a portion of the property for the use of a regional refuse site; and
2. authorises the President and Chief Executive Officer to sign and seal the Memorandum of Understanding on behalf of Council.

Moved: Cr Haslam

Seconded: Cr Ballantyne

Carried 6/0

MEMORANDUM OF UNDERSTANDING

Parties to MOU

The Wagin Voluntary Group of Councils (WVGC), which comprises the Shire of Cuballing, Shire of Narrogin, Town of Narrogin, Shire of Pingelly, Shire of Wagin, Shire of Wickepin and the Shire of Williams located at: 2 Arthur Road, Wagin WA 6315

AND:

Peter John Dowdell and Heather Mary Dowdell (the Land Owners) located at: 3118 Wandering Narrogin Road, Cuballing WA 6311

Purpose

1. The purpose of this Memorandum of Understanding (MOU) is to formalise the agreement of the parties that they have already negotiated in relation to the offer to purchase approximately 75 hectares of land, for a landfill site (the landfill site), identified as part of 23P39761 being part of Lot 23 Nebrikinning Road, Cuballing WA on Plan 39761 and as marked on the Landgate and subdivision images attached (the Land).

Objective

2. The objective of the MOU is to demonstrate in writing through a formal agreement between the parties that WVGC is prepared to offer \$375,000 for the purchase (the purchase) of the Land subject to:
 - a. A Works Approval being obtained from the Department of Environment and Conservation for the construction of the landfill site on the Land;
 - b. The approval for Subdivision/Amalgamation being obtained from the Western Australian Planning Commission;
 - c. Planning/Development Approval for the operation of the landfill site being obtained from the Shire of Cuballing.

Obligations of WVGC

WVGC:

3. Will be seeking a Department of Environment Regulation landfill licence for the disposal of putrescible waste which restricts the landfill site to the disposal of Municipal Solid Waste;
4. Agree that landfill site will not be used for the disposal of green waste;
5. Expect the life of the landfill site to be 30-50 years;
6. Acknowledge that any future use of the landfill site will be constrained by the Shire of Cuballing Town Planning Scheme;

7. Will abide by the Department of Environment Regulation conditions of the Licence and Works Approval for the landfill site;
8. Will erect and/or maintain boundary fences at the landfill site in accordance with the Dividing Fences Act 1961;
9. Will provide a buffer around the landfill site as per the Landfill Licence conditions;
10. Acknowledge that the Site Management Plan will restrict general public from accessing the site;
11. Will hold normal insurance coverage, including public liability, in line with local government contemporary practices;
12. Will initiate the Public Consultation process on the proposal as soon as practicable following the signing of the MOU by all the parties;
13. Will meet all costs relevant to the surveying, subdivision title transfer and purchase, development and fencing of the Land;
14. Will exercise due diligence in a meaningful time frame;
15. Will pay and meet all expenses associated with the above.

Obligations of The Land Owners:

The Land Owners:

16. Accept that significant processes are required to be completed to allow the Land to be used as a landfill site;
17. Will retain the Land for sale to the WVGC for the purpose of a landfill site whilst this MOU remains current;
18. Do by this MOU pledge their right title and interest in the Land so as to create a caveatable interest in the Land for the WVGC.

Mutual Obligations of both parties:

19. They will use their best endeavours and fully collaborate to have the abovementioned approvals in place within 365 days from the date of this MOU, on the basis that this MOU is of no legal effect and cannot achieve legal status unless it is executed by all parties by 31st August 2014;
20. They agree that if at the end of that 365 day period one or more of the abovementioned Works Approval, approval for Subdivision/Amalgamation and Planning/Development approvals has or have been denied, the parties are thereupon discharged from further proceeding with the purchase, except that WVGC is to lodge a withdrawal of any caveat lodged by WVGC against the title to the Land within the ensuing 30 days;

Attachment 9.2.122A

21. They agree that if by the end of that 365 day period none of the abovementioned Works Approval, approval for Subdivision/Amalgamation and Planning/Development approvals have been denied and one or two of those approval processes are still continuing, the parties will renegotiate the conditions of the MOU;
22. They agree that if during the said 365 days all required approvals have been obtained, the parties are thereupon to proceed to settlement within the 28 days from the date of the last of those approvals within the relevant period. At settlement WVGC will provide the Land Owners with a bank cheque for \$375,000.00 in exchange for receiving from the Land Owners the duplicate certificate of title for the Land and a registrable transfer of the Land in favour of all the local government councils that comprise WVGC, as tenants in common in equal shares.

This Memorandum of Understanding is dated _ day of _ June 2014, is executed as a Deed and is witnessed as follows:

The Land Owners:

Peter John Dowdell

Heather Mary Dowdell

Witness

Witness Name and Address

The Wagin Voluntary Group of Councils:

Shire of Wagin
President

CEO

Shire of Cuballing
President

CEO

Shire of Narrogin
President

CEO

Town of Narrogin
Mayor

CEO

Shire of Pingelly
President

CEO

Shire of Wickpin
President

CEO

Shire of Williams
President

CEO

From: Gavin Wells [mailto:gavin2@iinet.net.au]
Sent: Friday, 11 April 2014 12:48 AM
To: Peter Webster
Subject: RE: MOU

The current agreement is made between all 9 councils and the landowners.

The current agreement does not provide for an opting out by either the councils (or any of them) or by the landowners. It was never designed to deal with that issue. The instructions I had from John Case was to simply draw up an agreement between the then participating councils and the landowners with the singular purpose of compelling the councils and the landowners to submit to the process by which the landowners agreed to sell the land to the councils for the purpose of having the land used for the facility.

The current agreement was meant to be subsequently complemented by a separate contract/MOU between all participating councils on their mutual rights and obligations re the management and use of landfill facility once it was established. I never received instructions for the complementary agreement.

From: Peter Webster [mailto:ceo@wagin.wa.gov.au]
Sent: Monday, 31 March 2014 10:33 AM
To: gavin2@iinet.net.au
Cc: S Friend
Subject: FW: MOU

Gavin

I have attached the MOU as requested.

The situation is that of the nine Councils that signed the MOU one has pulled out, one is not committed as yet, one has said that the 9 must remain in the agreement for them to continue and one has said that 7 must remain in the agreement to continue.

If all of this played out there would only be 5 left and then the cost would increase considerably and I think the others will then all pull out.

What my questions are: -

- 1) Can one or two pull out bearing in mind that the 9 agreed to the purchase the land subject to works approval licence being obtained and other approvals
- 2) Can the 9 just walk away?
- 3) Can we force the 9 shires who signed up to purchase the land?

Any assistance with this would be welcomed.

Regards

Peter Webster
CEO
Shire of Wagin 9861 1177 or 0429 611 493

Cr Ballantyne declared an Impartiality Interest in item 9.2.123 as he has family links to the Narrogin Hockey Association.

Cr Dowling declared an Impartiality Interest in item 9.2.123 as she is a player in the Narrogin Hockey Association.

9.2.123 SUPPORT FOR THE UPGRADE OF THE ARTIFICIAL TURF BY THE UPPER GREAT SOUTHERN HOCKEY ASSOCIATION

Reporting Officer: Gary Sherry – Chief Executive Officer
Date: 13th August 2014
File Reference:

Background

The Upper Great Southern Hockey Association (UGSHA) conduct hockey competitions across the district, including men's, women's and junior competition. Whilst games are played across the region, the Narrogin artificial hockey field is best facility in the district and arguably a facility equal to any other in the state.

Comment

The Upper Great Southern Hockey Association (UGSHA) has written to Council seeking financial support for an upgrade to their artificial hockey surface. Their correspondence included the following:

The Upper Great Southern Hockey Association (UGSHA) has traditionally attracted players from all over the Upper Great Southern Region, including players from your local government area. This has been exemplified since introduction of the artificial playing surface in Narrogin thirteen years ago. In fact hockey (through the UGSHA) is the biggest participation sport in the Upper Great Southern region, with an increase in participation numbers occurring every year since the inception of the artificial turf.

Notwithstanding the fact that the UGSHA have been able to extend the life of the existing artificial turf by a number of years, the time has come for us to upgrade our artificial playing surface. Accordingly we are in the process of applying for a Community Sporting and Recreation Facilities Fund (CSRFF) grant through the Department of Sport and Recreation.

This turf upgrade is part of a significant undertaking by the UGSHA to improve its facilities to attract further regional, national and perhaps international events to our venue. Other improvements that have already occurred are the upgrading of the turf lights and the introduction of the state-of-the-art scoreboard, with long term improvements to include an upgrade to the stadium, kitchen and change room facilities. We consider that the benefits of this upgrade will be felt throughout the Upper Great Southern Region.

The main objective of our application for a CSRFF Grant is to future-proof the artificial playing surface. This will involve the laying of a 30mm

asphalt base, a new shock pad and upgraded artificial turf. The UGSHA will be making a significant financial contribution to this turf upgrade.

We request your support in principle to this development given that the benefits of this project will be shared within your local government area. We request your written support to be returned by the UGSHA by 15th August 2014. The UGSHA would also be very open to any financial support from your Council.

Should the UGSHA be advised before 1st March 2015 of the success of the grant, the project will be completed in about 4 weeks prior to the start of the 2015 hockey season.

Statutory Environment - Nil

Strategic Implications

Council did not refer in the regional sporting facilities in Council's Strategic Community Plan which addressed support for community facilities utilised by local residents.

Council maintains a regional equestrian facility, utilised by residents from across the district and it would be expected that in future upgrades or renovations, support would be sought from local governments from within the region.

Policy Implications – Nil

Finance Implications

Although the project's costings are not yet finalised, the total cost of the project is anticipated to be \$500,000. This is made up of \$100,000 for the asphalt base and \$400,000 for the new shock pad and upgraded artificial turf.

The CSRFF application seeks a \$150,000 grant. The remainder of the cost will be met by the UGSHA and any financial contributions from local governments. At this time there have been no offers of funding from local governments, but the town of Narrogin has offered in-kind assistance with the project.

At this time Council has not budgeted for any direct financial support. Should the project not be successful in 2015 and another application was submitted for commencement in 2016, it would be possible for Council to give future consideration to direct funding.

Economic Implications - Nil

Social Implications

Hockey is the largest participation sport in the Upper Great Southern and it would be highly likely that a significant number of residents and ratepayers of the Shire of Cuballing will utilise the upgraded facility.

Environmental Implications - Nil

Consultation – UGSHA President, Mr Mark Regan

Options

Council can resolve:

1. the Officer's Recommendation;
2. resolve to provide both provide in-principle and direct financial support for this project. Direct financial support would need to be included in future budgets and Council's long term financial plans.
3. to not provide in-principle support for this project.

Voting Requirement – Simple Majority

COUNCIL DECISION:

That Council support in-principle the refurbishment of the Narrogin Artificial Hockey Surface and advise the Upper Great Southern Hockey Association of Council's support.

Moved: Cr Newman

Seconded: Cr Haslam

Carried 6/0

9.2.124 DEPUTY CEO APPOINTMENT PROCESS

Reporting Officer: Gary Sherry – Chief Executive Officer
Date: 13th August 2014
File Reference:

Background

Council have included a new position of Deputy Chief Executive Officer in Council's Workforce Plan and funding in their 2014/15 Budget for the employment commencing in December 2014.

Comment

The Deputy Chief Executive Officer's proposed responsibilities are largely financial, information technology and general administration.

A draft employment package is included at Attachment 9.2.124A. This package includes:

- Draft advertisement
 - Information on the employment process;
 - A position description/duty statement;
 - Information about the position;
 - Draft employment contract.
-
- Individual aspects of the draft employment package that may be of interest to Councillors include:
 - The position provides a salary depending on qualifications and experience of between \$75,000 and \$90,000.
 - The salary package includes components of:
 - Private use of a Holden Cruze or equivalent
 - An element of private use of a dedicated mobile phone;
 - Provision of home internet up to an agreed amount; and
 - Relocation expenses.
 - A housing allowance is indicated of up to \$200 per week. This would allow the employee to make their own residential arrangements. Alternatively Council could rent a residence and provide it to the employee.
 - An offer of a three to five year term. An offer of only a three year term could be an alternative.
 - A police clearance and start up medical is required. This is greater than Council's current policy requirements.

- Suggests that Council and the CEO would respond positively to study leave and professional development. This would be crucial in developing an employee in the role.
- The draft Employment Contract includes clauses that:
 - Council will commence discussions with the officer over a new contract 12 months from the expiry of this contract, with a decision to finalise the discussions made 9 months prior to the expiry (Clause 5)
 - Work the reasonable hours need to carry out the duties. (Clause 6.4)
 - Provide for an annual performance review (Clause 8)
 - Allow suspension if under charge from a criminal offence (Clause 11); and
 - Allow termination of the contract by Council with three months notice (clause 14.3)

Statutory Environment

Local Government Act 1995

5.37. Senior employees

- (1) A local government may designate employees or persons belonging to a class of employee to be senior employees.
- (2) The CEO is to inform the council of each proposal to employ or dismiss a senior employee, other than a senior employee referred to in section 5.39(1a), and the council may accept or reject the CEO's recommendation but if the council rejects a recommendation, it is to inform the CEO of the reasons for its doing so.
- (3) Unless subsection (4A) applies, if the position of a senior employee of a local government becomes vacant, it is to be advertised by the local government in the manner prescribed, and the advertisement is to contain such information with respect to the position as is prescribed.
- (4A) Subsection (3) does not require a position to be advertised if it is proposed that the position be filled by a person in a prescribed class.
- (4) For the avoidance of doubt, subsection (3) does not impose a requirement to advertise a position where a contract referred to in section 5.39 is renewed.

5.39. Contracts for CEO and senior employees

- (1) Subject to subsection (1a), the employment of a person who is a CEO or a senior employee is to be governed by a written contract in accordance with this section.
 - (1a) Despite subsection (1) —
 - (a) an employee may act in the position of a CEO or a senior employee for a term not exceeding one year without a written contract for the position in which he or she is acting; and
 - (b) a person may be employed by a local government as a senior employee for a term not exceeding 3 months, during any 2 year period, without a written contract.
 - (2) A contract under this section —
 - (a) in the case of an acting or temporary position, cannot be for a term exceeding one year;
 - (b) in every other case, cannot be for a term exceeding 5 years.
 - (3) A contract under this section is of no effect unless —
 - (a) the expiry date is specified in the contract; and
 - (b) there are specified in the contract performance criteria for the purpose of reviewing the person's performance; and

- (c) any other matter that has been prescribed as a matter to be included in the contract has been included.
- (4) A contract under this section is to be renewable and subject to subsection (5), may be varied.
 - (5) A provision in, or condition of, an agreement or arrangement has no effect if it purports to affect the application of any provision of this section.
 - (6) Nothing in subsection (2) or (3)(a) prevents a contract for a period that is within the limits set out in subsection 2(a) or (b) from being terminated within that period on the happening of an event specified in the contract.
 - (7) A CEO is to be paid or provided with such remuneration as is determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7A.
 - (8) A local government is to ensure that subsection (7) is complied with in entering into, or renewing, a contract of employment with a CEO.

Strategic Implications -

The employment of a Deputy Chief Executive Officer was identified in Council's Workforce Plan.

Finance Implications

The draft employment package is included at Attachment 9.2.124A includes an estimate of upper and lower annual salary package of:

Position	Deputy Chief Executive Officer			
Basis of Employment	Contract Staff – 3 to 5 Year Contract			
Component	From		To	
Salary		75,000		90,000
Allowances	Nil		Nil	
Total Salary		75,000		90,000
Superannuation	9.5%	7125	9.5%	8,550
Superannuation	6%	4,500	6%	5,400
Communications-Internet	Yes	850	Yes	850
Communications-Mobile Telephone	Yes	500	Yes	500
Relocation Expenses Reimbursement	Yes	4,000	Yes	4,000
Private Use of Vehicle	Yes	15,000	Yes	15,000
Housing Allowance - \$200 per week	Yes	10,400	Yes	10,400
Total Package		117,375		134,700

Currently the 2014/15 Budget allows for

- wage expenditure \$52,596
- Superannuation \$4,392
- purchase of a vehicle \$25,000
- Rental Subsidy \$20,000

This totals \$101,988 of budgeted expenditure this financial year.

Policy Implications – Nil

Economic Implications - Nil

Social Implications - Nil

Environmental Implications - Nil

Consultation - Nil

Options

Council can resolve:

1. the Officer's Recommendation;
2. the Officer's Recommendation with amendments; or
3. an amended resolution.

Voting Requirement – Simple Majority

COUNCIL DECISION:

That Council endorse the Deputy Chief Executive Officer Employment Package as included at Attachment 9.2.124A

Moved: Cr Haslam

Seconded: Cr Newman

Carried 6/0

SHIRE
OF

CUBALLING

Information Package

for the position of

Deputy Chief Executive Officer

Corporate Services Directorate

**Applications for this position must be received by
4:30PM on Monday 15th September 2014**

SHIRE OF Cuballing

Deputy Chief Executive Officer

Up to \$130,475 Salary Package

The Shire of Cuballing is a dynamic small rural community with a solid economic base in the established farming district with a growing population that takes advantage of the rural lifestyle.

The Shire of Cuballing is a small but progressive organisation with a strong strategic focus and a continuing emphasis on realising the potential of its people. It is expected that the successful applicant will be commencing a career in local government management and will be looking to grow their skills and experience in this role.

The Deputy CEO will be expected to guide and deliver the finance, IT and administrative functions of the Shire.

Our team values work-life balance with a flexible and a friendly working environment.

An attractive remuneration package has been offered, which includes a negotiated base salary of \$75,000 to \$90,000 per annum based on qualifications and experience.

Cuballing is located only 14 kilometres north of the regional town of Narrogin and within easy reach of the Perth metropolitan area.

An information package is available by contacting Ms Nicole Gould on 08 9883 6031 or at www.cuballing.wa.gov.au.

Further information regarding the position should be directed to Mr Gary Sherry on 08 9883 6031 or 0427 836 031. Applications close with the undersigned on Monday 15th September 2014.

Gary Sherry
Chief Executive Officer
Shire of Cuballing
PO Box 13
CUBALLING 6311

Information for Applicants

Thank you for your interest in the advertised vacancy.

This documentation provides information to assist you in preparing your written application and to plan for the selection interview. Also enclosed is a Job Description Form.

Selection involves a written application, an interview and reference checks. Shortlisted applicants will also undergo a medical examination. A national (Federal) police clearance certificate is also required.

The essential selection requirements (Selection Criteria) are described in the Position Description Form and please apply only if you meet the essential requirements for the position.

Please ensure the Shire of Cuballing receives your application by the closing date in the advertisement. Late applications will not be accepted unless prior arrangements have been made with the Chief Executive Officer.

Your application should comprise of the following documents.

1. Covering Letter

A summary of your background and suitability for the position should be addressed in the covering letter, without over emphasising or going into too much detail.

2. Resume (Curriculum Vitae)

A Resume/Curriculum Vitae should comprise at least:

- a. A summary of your employment history starting with the most recent position. Please include dates, name of employer, position title and give brief details of the tasks that were required in each position.
- b. Include any relevant training courses you have attended in the last 2 to 3 years.
- c. A photocopy of any relevant qualifications.
- d. Any activities you have undertaken outside of work which are relevant to the position you are applying for.

3. Referees

- a. Provide the names and contact details of two work related referees.
- b. Describe nature of working relationship with referee.
- c. Referees should be contacted for approval before nominating them.
- d. It is preferable that one of your referees is your current supervisor. (This is optional)
- e. Only referees who can comment on your work experience should be listed.

4. Preparing for the Interview

All interview questions will be work related - that is they will relate to the selection criteria for the position you have applied for.

The same questions will be asked for every interviewee.

To prepare yourself for the interview questions consider the following:

- Re-read the Position Description Form and the selection criteria.
- Focus on the Selection Criteria and think of examples of work situations where you applied the relevant skills and abilities.
- Focus on the duties of the position and think about how you would carry them out. Think about any problem you might encounter and how you would resolve them.
- If the position has a supervisory role, think about your special responsibilities as a supervisor.
- If you have any relevant reports or other work you have done which will provide examples of your skills and abilities, you should organise examples for presentation at the interview.

5. The Interview

The following points are recommended:

- Don't assume that panel members know your suitability for the job even though you may have worked with them or have previous experience in the position you have applied for.
- Answer questions fully without unnecessary details.
- Where possible, relate your answers to direct experiences you have had.
- Feel free to ask questions to the panel.

POSITION DESCRIPTION/DUTY STATEMENT

1. **TITLE:** Deputy Chief Executive Officer
2. **LEVEL:** Local Government Officers Award (1999) – Salary Package Negotiable
3. **DEPARTMENT/SECTION:** Corporate Services
4. **POSITION OBJECTIVES**
 - 4.1 Provide leadership, management, professional advice and support to the Executive Management Team and the Corporate Services Department.
 - 4.2 Develop a team approach from all staff within the Corporate Services Department, and encourage the development of staff to reach their full potential whilst overseeing the activities of the Department in a co-ordinated manner
 - 4.3 Establish best practice and quality management principles in the operations of the Corporate Services Department.
 - 4.4 To ensure (in cooperation with the Records Manager/Records Officer) that all documents relating to Corporate Services Department are registered and managed in accordance with the Record Management Plan approved by Council.
 - 4.5 To provide high quality input to the Council's Annual report, operational plan, annual budget and long term financial planning in the Corporate Services Department.
5. **REQUIREMENTS OF THE JOB**
 - 5.1 Skills
 - Sound knowledge of Local Government accounting requirements, including AAS27 procedural skills.
 - Good human resources management skills
 - Sound knowledge of computer systems and the associated software
 - Excellent communication skills, both written and verbal
 - Good knowledge of the Local Government Act 1995

5.2 Knowledge

A sound knowledge and understanding of the following Local Government legislation/functions:

- Local Government Officers Award
- Local Government Act 1995
- Local Government (Financial Management) Regulations 1996
- Rates & Charges (Rebates, Deferments) Act.
- Local Government Accounting Directions
- Australian Accounting Standard 27
- Municipal Employees Award
- Insurance & Workers Compensation Legislation
- Superannuation Legislation
- Taxation Legislation, including FBT & GST, as it applies to Local Government

5.3 Qualifications and/or Training

Accounting qualifications and/or training preferable.

6. KEY DUTIES/RESPONSIBILITIES

6.1 Development, implementation and control of Council's Record Management Plan;

6.2 Overall supervision and control of Council's Information Technology and Communication systems. This includes but is not limited to:

6.2.1 Maintenance and upgrading of Council's accounting database software;

6.2.2 Maintenance and organisation of Council's website;

6.2.3 Development and maintenance of appropriate policies for use of Council's Information Technology and Communication systems

6.3 Development, implementation and control of appropriate financial management systems in accordance with statutory requirements and Council policies including:

6.3.1 Preparation of the Annual Council Budget, Long Term Financial Plan and Corporate Business Plan in consultation with the Chief Executive Officer and Council;

6.3.2 The compilation of annual and monthly financial reports;

6.3.3 All financial activities for the shire including: debtors, creditors, payroll, rates, revenue collection, banking, cash flow, fund investments, job costings, grant claims, asset management, insurance, FBT and all day to day accounting matters; and

6.3.4 Provide Council with sound advice and direction on all matters pertaining to Council's finances.

- 6.4 Manage Council's Risk Management activities including all matters pertaining to Council's insurance portfolio.
- 6.5 Development, implementation and control, in control of appropriate asset management systems in accordance with statutory requirements and Council policies:
- 6.6 Development, implementation and control of quality customer service operation within the Corporate Services Department.
- 6.10 Deputise for the Chief Executive Officer in his/her absence and have a working knowledge of the duties and responsibilities of the Chief Executive Officer
- 6.11 Other duties and tasks as assigned by the Chief Executive

7. ORGANISATION RELATIONSHIPS

7.1 **Responsible to:** Chief Executive Officer

7.2 **Responsible for:** 3 Administration Staff.

7.3 Internal & External Liaison

Internal	Chief Executive Officer Works Supervisor Administration Staff
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External	Shire President Councillors Residents Government Departments Local organisations Customers and stakeholders
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8. SELECTION CRITERIA

Essential

- 8.1 Highly developed verbal and written communication skills
- 8.2 Developed time management skills to ensure the achievement of outcomes and accountability.
- 8.3 Ability to successfully supervise staff and work within a team environment.
- 8.4 Qualifications and experience in finance or accounting.

8.5 Working knowledge of computer systems and software operations, including Microsoft Excel, Word and Outlook

Desirable

8.6 A sound knowledge of Local Government legislation and particularly relating to financial requirements.

8.7 Demonstrated experience in a finance environment, particularly as it applies within a Local Government.

8.8 Working knowledge of accounting systems, with experience of IT Vision Synergysoft an advantage.

8.9 A sound knowledge of tax legislation as it relates to Local Government.

8.10 Commitment to further training and professional development

SALARY PACKAGE

Deputy Chief Executive Officer

1 CONTRACT OF EMPLOYMENT:

A negotiated contract of employment of between 3 to 5 years is offered, with the possibility of an extension.

2 SALARY:

A salary will be negotiated up to \$90,000 per annum, depending on skills, experience and qualifications.

3 HOURS OF WORK:

Flexible working hours apply for this role. Normal office hours are from 8.30am to 5pm however the nature of the position will require an earlier start and/or a later finish on occasions.

4 LEAVE:

Provision of Annual, Sick and Carer's Leave will be in accordance with the Local Government Officers' (WA) Award

5 LONG SERVICE LEAVE:

Thirteen weeks after ten years continuous Local Government service, transferable between Local Authorities within Western Australia.

6 MOTOR VEHICLE

A fully maintained motor vehicle will be supplied for unrestricted private use within Western Australia. The current Council vehicle allocated to this position is a Holden Cruze or equivalent.

7 SUPERANNUATION:

The Council makes superannuation contributions of 9.25% of the base salary plus matching contributions of up to 6%, providing the employee makes voluntary contributions of 6% or more. The combined total of the Shire of Cuballing contribution is up to 15% of the specified salary.

8 ACCOMMODATION

Council will offer a rental subsidy of \$200 per week for employees who provide their own accommodation.

9 RELOCATION EXPENSES REIMBURSEMENT:

Council will meet the cost of the officer's relocation expenses up to \$4,000. Removal expenses are restricted to household goods, furniture and personal effects with receipts produced to claim reimbursement. The reimbursement is conditional upon repayment being required at 100% if the officer leaves within 12 months and 50% if the officer leaves within 24 months.

10 POLICE CLEARANCE:

Applicants are required to provide a National Police Clearance Certificate before commencing employment. Council will refund the expenses of obtaining this clearance.

11 MEDICAL EXAMINATION:

Applicants are required to attend a pre-employment medical prior to commencing employment. Council will refund the expenses of obtaining this medical.

12 TELEPHONE ALLOWANCE

A mobile phone is provided for the Officer's business use with some personal use permitted.

13 COMPUTER USAGE:

Internet and email provision is applicable subject to user requirements and in accordance with Council policy.

14 STUDY ASSISTANCE:

Employees who have enrolled for technical education relevant to their position may have a portion of enrolment fees paid upon successfully completing each nominated subject. Requests for study leave or fee reimbursements must be pre-approved by the CEO

15 SUMMARY OF SALARY PACKAGE:

Position	Deputy Chief Executive Officer			
Basis of Employment	Contract Staff - 5 Year Contract			
Component		From		To
Salary		75,000		90,000
Allowances	Nil		Nil	
Total Salary		75,000		90,000
Superannuation	9.25 %	6,938	9.25 %	8,325
Superannuation	6%	4,500	6%	5,400
Communications-Internet	Yes	850	Yes	850
Communications-Mobile Telephone	Yes	500	Yes	500
Relocation Expenses Reimbursement	Yes	4,000	Yes	4,000
Private Use of Vehicle	Yes	15,000	Yes	15,000
Housing Allowance - \$200 per week	Yes	10,400	Yes	10,400
Total Package		117,188		134,475

CONTRACT OF EMPLOYMENT

SHIRE OF CUBALLING

&

DEPUTY CHIEF EXECUTIVE OFFICER

TABLE OF CONTENTS

CLAUSE	PAGE NO
1. POSITION	3
2. DEFINITIONS	3
3. CONSTRUCTION	4
4. TERM OF EMPLOYMENT	5
5. FURTHER CONTRACTS	5
6. CHIEF EXECUTIVE OFFICER'S DUTIES AND FUNCTIONS	5
7. PERFORMANCE CRITERIA	6
8. PERFORMANCE REVIEWS	6
9. CONFIDENTIAL INFORMATION	6
10. CONDUCT	7
11. SUSPENSION	7
12. REMUNERATION	7
13. LEAVE	9
14. TERMINATION OF EMPLOYMENT	10
15. INCONSISTENCY AND SEVERANCE	11
16. ALTERATIONS TO THIS CONTRACT	11
17. DISPUTE RESOLUTION	11
18. NOTICES	12
19. OTHER TERMS AND CONDITIONS	12
20. EXECUTION BY THE PARTIES	13
Appendix A	16

THIS CONTRACT OF EMPLOYMENT

is made on the _____ day of _____

BETWEEN:

- 1. Shire of Cuballing (the Local Government)
Campbell Street (address for service of notices)
CUBALLING WA 6311

And

- 2. (the Officer)
..... (address for service of notices)
.....

1. POSITION

The position is that of Deputy Chief Executive Officer of the Local Government.

This contract relative to that position is made under and subject to the *Local Government Act 1995*.

2. DEFINITIONS

In this Contract:

- 2.1 "Act" means the *Local Government Act 1995*;
- 2.2 "CEO" means the Chief Executive Officer of the Local Government;
- 2.3 "Confidential Information" means any and all confidential information, data, reports, operations, dealings, records, materials, plans, statistics, finances or other agreements and things (other than an agreement or thing which is already in the public domain), whether written or oral and of whatever type or nature relating to property, assets, liabilities, finances, dealings or functions of the Council or any undertaking from time to time carried out by the Council.
- 2.4 "Council" means the Council of the Local Government;
- 2.5 "Long Service Leave Regulations" means the Local Government (Long Service Leave) Regulations.
- 2.6 "Mediation Service" as referred to in clause 17 means an individual or company contracted to mediate a dispute between the parties.

- 2.7 "Policies" means the policies adopted by Council.
- 2.8 "Position" means the office or position defined in Clause 1.
- 2.9 "Remuneration Package" means the total of the remuneration package specified in Clause 12.
- 2.10 "Term" means, the term specified in Clause 4.

3. CONSTRUCTION

Unless expressed to the contrary, words importing:

- 3.1 The singular include the plural and vice versa.

A reference to:

- 3.2 A person includes a firm, an unincorporated association, an incorporated association, a corporation and a government or statutory body or authority.
- 3.3 A person includes their legal personal representatives, successors and assigns.
- 3.4 A statute, ordinance, code, regulation, award or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- 3.5 A right includes a benefit, remedy, discretion, authority or power.
- 3.6 An obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation.
- 3.7 Provisions or terms of this Contract, or another document, contract, understanding or arrangement include a reference to both express and implied provisions and terms.
- 3.8 This Contract or any other document includes this Contract or other document as varied or replaced and notwithstanding any change in the identity of the parties.
- 3.9 Writing includes any mode of representing or reproducing words in tangible and permanently visible form, and includes facsimile transmissions or other electronic mail or transmissions.

- 3.10 Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them.
- 3.11 Headings are for convenience only and do not effect the interpretation of this Contract.

4. TERM OF EMPLOYMENT

Subject to the terms and conditions contained in this contract, the Local Government will employ the Officer for a term of years commencing on theth day of 2014 and expiring on theth day of 20.....

5. FURTHER CONTRACTS

There is no compulsion on either the Council or the Officer to agree to a new Contract. The Council and/or the Officer shall initiate discussions not later than 12 months prior to the expiry of the Term for the parties to enter into a new Contract for a further term with the Council making a decision to finalise those discussions not later than 9 months prior to the expiry of the term of this Contract. In the event that the Council and the Officer agree to a new contract, a new contract will be executed.

6. OFFICER'S DUTIES AND FUNCTIONS

The Officer must carry out the duties and functions as are:

- 6.1 Set out in the Position Description and as varied from time to time by agreement between the parties.
- 6.2 Set out in the policies of the Local Government as adopted by the Local Government from time to time during the term of employment.
- 6.3 Imposed by the Act or in any other statute and associated regulations relevant to the position.

The Officer shall:

- 6.4 Work such reasonable hours as are necessary to carry out the duties and functions of the position.
- 6.5 Observe and carry out all lawful directions given by the CEO, in relation to the performance of the Officer's duties and functions under this Contract.
- 6.6 Disclose any financial or other interest relating to the business of the Local Government in accordance with the Act or which conflicts or may conflict with the discharge of the duties and functions of the office and comply with any reasonable direction given by the CEO in respect of that interest.
- 6.7 Devote the whole of their professional effort to their employment and will not hold any position or take on any activities which may in any way be

seen to conflict with the Officer' s obligations under this contract unless approved by the CEO.

7. PERFORMANCE CRITERIA

The following Responsibilities and Performance Measurement Criteria and the Key Responsibilities set out in Clause 6 of Appendix 1 apply to this contract:

Responsibility 1 - Provide leadership, management, professional advice and support to the Executive Management Team and the Corporate Services Department.

Authority Level - Full management authority as delegated by the CEO for operational management of the Corporate Services Department.

Measurement - 1 The Corporate Services Department is well run in accordance with relevant statute and associated guidelines and codes, Council's policies and administrative procedures, meeting operational targets and effectively meeting the needs of the Council and the community.

Measurement - 2 High standards are maintained with regard to the financial management of the Corporate Services Department.

Measurement - 3 No justifiable complaints are received from the CEO or external customers and stakeholders.

Responsibility 2 - Develop a team approach from all staff within the Corporate Services Department, and encourage the development of staff to reach their full potential whilst overseeing the activities of the Department in a co-ordinated manner.

Authority Level - Acts autonomously within the policies and guidelines established by the CEO and the Council.

Measurement - 1 Corporate Services Department staff are improving in the skill levels, confidence, abilities, initiative and teamwork.

Responsibility 3 - Establish best practice and quality management principles in the operations of the Corporate Services Department.

Authority Level - Acts autonomously within the legislation and policies and guidelines established by the CEO and the Council.

Measurement - 1 Planning and programming of all activities in the Corporate Services Department are of a high professional standard.

Responsibility 4 - To ensure (in cooperation with the Records Manager/Records Officer) that all documents relating to Corporate Services Department are registered and managed in accordance with the Records Management Plan approved Council.

Authority Level - The Officer is expected to work in cooperation with the Records Manager/Records Officer

Measurement – 1 High level of cooperation with records staff.

Measurement – 2 All Corporate Services Department related documents are managed appropriately in accordance with the Document Management Plan

Responsibility 5 - To provide high quality input to the Council's Annual report, operational plan, annual budget and long term financial planning in the Corporate Services Department.

Authority Level - The Officer is expected to work cooperatively with all other staff.

Measurement -1 High level of cooperation with all other staff

Measurement – 2 Quality input to corporate documents, corporate plans and corporate decision making.

These performance criteria may be varied and any other criteria may be included by agreement between the parties at any time during the term of this contract.

8. PERFORMANCE REVIEWS

The CEO will ensure that a review of the Officer's performance is conducted annually or more frequently if the CEO or the Officer perceives there is a need to do so.

The CEO shall give the Officer a minimum of ten working days notice in writing that a performance review is to be conducted to enable the Officer sufficient time to prepare.

Where an external facilitator is to be used, both parties must agree to the nominated facilitator.

The Officer will prepare and submit to the CEO and/or facilitator an assessment of his/her own performance prior to the assessment by the CEO.

The final report on the performance of the Officer is to be prepared by the CEO and/or facilitator in consultation with the officer.

9. CONFIDENTIAL INFORMATION

The Officer shall not divulge any confidential information about the Local Government both during and after their term of employment with the Local Government. Confidential information includes all information and intellectual property relating to the functions and operations of the Local Government which is not made available to the public.

In the event of termination, the Officer must deliver to the Local Government all confidential information relating to the local government in the Officer 's possession and must not keep or make copies of such information.

10. CONDUCT

The Officer shall at all times carry out his/her duties and functions in the best interests of the Local Government, and ensure that the CEO's actions do not bring the Local Government into disrepute or cause the Local Government damage.

The Officer will comply with the Employee's Code of Conduct adopted by the Local Government pursuant to section 5.103 of the Act or as prescribed in Regulations under the Act.

11. SUSPENSION

The Council may, during a period which the Officer is under charge with any criminal offence, suspend the Officer from duty on full pay.

12. REMUNERATION

The Local Government will provide the Officer with the remuneration package detailed below:

12.1 Salary Package

The Officer shall be entitled to a total remuneration package of \$..... per annum, which takes into account:

- the requirement to attend Council meetings outside working hours;
- an acknowledgment that the position is measured on performance and not on the number of hours worked; and
- all additional loadings and allowances.

The components representing the remuneration package shall be:

12.2	Salary (cash component)	\$	per annum
12.3	Motor Vehicle	\$ 15,000	per annum
12.4	Superannuation	\$	per annum
12.8.1	Communications Allowance – Mobile Phone	\$ 500	per annum
12.8.2	Communications Allowance – Internet	\$ 850	per annum

12.2 Salary (Cash Component)

12.2.1 The remuneration package referred to in subclause 12.1 shall be reviewed annually by Council. A review shall not result in a decrease in the remuneration package.

12.2.2 The Officer's salary shall be payable fortnightly, in arrears to an account nominated by the Officer.

12.3 Motor Vehicle

12.3.1 The Local Government shall provide unlimited private use of a motor vehicle in accordance with policy as at the date of signing this contract, equivalent in value to a Holden Cruze, for the use of the Officer.

12.3.2 The Local Government shall be responsible for all running costs of the motor vehicle including, but not limited to all registration, insurance, fuel and maintenance costs of the motor vehicle.

12.3.3 The Officer is responsible for organising for the motor vehicle to be maintained, serviced and cleaned in an appropriate manner.

12.3.4 Unlimited private use entitles the Officer and a driver designated by the Officer to use the motor vehicle for both business and private purposes in Western Australia.

12.4 Superannuation

12.4.1 The Local Government will make superannuation contributions during the term of the contract of 15.25% subject to the Officer making contributions equivalent to 6% of their salary. The Local Government's contribution includes the Superannuation Guarantee levy.

12.4.2 The Officer may elect to pay additional superannuation contributions as part of a salary sacrifice arrangement with the Local Government. Such an agreement will result in a lower cash component being paid to the Officer.

12.5 Fringe Benefits Tax

The Local Government shall pay any liability with respect to Fringe Benefits Tax incurred as a result of the benefits provided in this Contract, or the ordinary carrying out of Local Government business by way of functions or travelling.

12.6 Valuation

The value to be allocated to each component of the Officer's total remuneration shall be determined by the Local Government in accordance with such valuation principles as it may adopt from time to time to value benefits extended to its employees.

12.7 Rental Allowance

The local government will provide a housing allowance up to the value of \$200

12.7.1 The Local Government will provide family style, executive level accommodation for the Officer at a subsidised rate.

12.7.2 At the commencement of the Term the rent is \$50 per week payable fortnightly in advance by the Officer.

12.7.3 The Officer must pay to the Local Government the rate specified in paragraph 12.7.2, as varied from time to time, pursuant to paragraph 12.7.2 in such manner as it from time to time agreed.

12.7.4 The Local Government will pay the water consumption costs provided that the gardens are kept in neat and tidy order.

12.7.4 The Local Government will subsidise 50% of the electricity and gas consumption at the residence up to an agreed value.

12.8 Other Benefits

- 12.8.1 The Officer will be permitted a level of private use of the Mobile Telephone provided for work purposes up to an amount agreed annually.
- 12.8.2 Council will provide and maintain an internet connection, for an amount agreed annually, at the Officer's residence for work purposes. The Officer is permitted private use of this connection.

13. LEAVE

This may include, but is not limited to:

13.1 Annual Leave

The Officer is entitled to four weeks' paid annual leave each year, to be taken during agreed periods.

13.2 Long Service Leave

Long service leave shall be in accordance with the Local Government (Long Service Leave) Regulations.

13.3 Personal Leave

13.3.1 The Officer is entitled to two weeks (cumulative) per annum paid personal leave when he/she is absent:

- due to personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who is sick and requires the Officer's care and support (carer's leave);

13.3.2 The Officer is entitled to two days bereavement leave as non-cumulative leave on any occasion on which a member of the Officer's immediate family or household dies.

13.4 Parental Leave

Parental Leave encompasses Maternity Leave, Paternity Leave and Adoption Leave, and is available if the Officer has been employed for a 12 month period or more immediately preceding the commencement of the leave.

13.4.1 The leave is unpaid (including Public Holidays), and is available for a period of up to 52 weeks in one unbroken period. Personal leave is not available and no leave entitlements accrue during the period of Parental Leave.

13.4.2 The Officer may take any other forms of paid leave to which he/she are entitled, such as annual or long service leave, in substitution for some or all of this 52 week period. The maximum entitlement to Paternity Leave is reduced by any maternity leave taken by the Officer's spouse. Paternity Leave cannot normally be taken while the Officer's spouse is on maternity leave.

13.5 Public Holidays

The Officer shall be entitled to Western Australian Gazetted public holidays and 2 days in lieu for the day after New Years Day and the Tuesday after Easter.

14. TERMINATION OF EMPLOYMENT

14.1 Effluxion of Time

The employment of the Officer shall, unless a new contract is negotiated, terminate on the expiry date specified in Clause 4 of this Contract.

14.2 Termination by Officer

The Officer may terminate this contract by giving six weeks written notice to the Council.

14.3 Termination by Council

The Council may terminate this contract by giving three months written notice to the Officer.

Council may approve a payment to the Officer of up to the value of one year's remuneration if the contract has one year or more to run, or, if the contract has less than one year to run, a payment not exceeding the value of remuneration the Officer would have received if the contract had been completed.

The Officer retains the right to recourse for unfair dismissal remedies if termination is harsh, unjust or unreasonable.

14.4 Summary Dismissal

The Council may terminate the employment of the Officer in writing for a period of less than three months if:

14.4.1 The Officer commits any wilful or serious misconduct or wilful neglect in the discharge of the Officer's responsibilities or obligations under this Contract.

14.4.2 The Officer wilfully disobeys any reasonable and lawful order or direction by the Council.

14.4.3 The Officer is convicted and under sentence for a crime or has been convicted of a serious Local Government offence within the meaning of Section 2.22 of the *Act*

A payment under sub-clause 14.3 does not apply where the termination is a result of an event identified under sub-clause 14.4.1, 14.4.2 or 14.4.3.

15. INCONSISTENCY AND SEVERANCE

This Contract shall be governed by and construed in accordance with the laws of the State of Western Australia.

If there is any inconsistency between this Contract and any Industrial Relations Law, the Industrial Relations Law prevails, but only to the extent of the inconsistency.

If there is any inconsistency between this Contract and the *Local Government Act 1995*, the Act prevails but only to the extent of the inconsistency.

Each provision of this document shall be read and construed independently of the other provisions of this document so that if one or more are held to be invalid for any reason whatsoever, then the remaining provisions shall be valid to the extent that they are not held to be so invalid.

If a provision of this document is found to be void or unenforceable but would be valid if some part hereof were deleted or the period of application reduced, such provision shall apply with such modification as may be necessary to make it valid and effective.

16. ALTERATIONS TO THIS CONTRACT

This contract may only be varied or replaced by agreement in writing signed by the parties.

17. DISPUTE RESOLUTION

In relation to any matter that may be in dispute between the Officer and the Council, the parties will:

- 17.1 Attempt to resolve the matter at workplace level by the Officer and the Council, or a person or a committee delegated by the Council for that purpose, meeting and conferring on the matter.
- 17.2 Agree to allow either party to refer the matter to mediation if the matter cannot be resolved at the workplace level.
- 17.3 Agree that if either party refers the matter to an independent mediator, both parties will participate in the mediation process in good faith.
- 17.4 Acknowledge the right of either party to appoint, in writing, another person to act on behalf of the party in relation to the mediation process. Such mediation shall operate in a manner as agreed by the parties

The cost of the mediation service will be met by the Local Government. Where an advisor is used by either party, that party will be responsible for meeting the cost of the advisor.

18. NOTICES

Any notice or other communication between the parties:

- 18.1 Must be in legible writing to the last recorded (or known) address;
- 18.2 Is regarded as being given to the sender and received by the addressee:
 - if by person, when delivered;
 - if by post, 3 business days from and including the date of postage; and
 - if by facsimile transmission, whether or not legibly received, when transmitted to the addressee, but if the delivery or receipt is on a day which is not a business day or is after 4.00pm (addressee's time) it is regarded as received at 9.00am on the following business day.
 - if by email, the date of receipt shown on the email.
- 18.3 If the sender is advised that a facsimile transmission is not legible within 2 hours after transmission, the facsimile transmission is not regarded as legible.

19. OTHER TERMS AND CONDITIONS

Subject to any express provision in this Contract to the contrary, each party shall bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations arising out of this Contract.

20. EXECUTION BY THE PARTIES

THE COMMON SEAL of the
Shire of Cuballing was hereunto
affixed by authority of a resolution
of the Council in the presence of:

President

Name of President

Cr M Conley

Chief Executive Officer

Name of Chief Executive Officer

Mr G A Sherry

signed by:

in the presence of:

Name of Witness

9.2.125 CAT ACT 2011 AND DOG ACT 1976

Location/Address: Whole of Shire
Reporting Officer: Gary Sherry – Chief Executive Officer
Date: 14th August 2014
File Reference:

Background

Council considered appointments to control animals under the Dog Act and Cat Act at their November 2013 meeting. At that meeting Council resolved:

COUNCIL DECISION

That:

1. The following be appointed as Authorised Persons for the purposes of the Cat Act 2011:
 - Eva Haydon
 - Nichole Gould
 - Michelle Atwell
 - Robert Walker
 - Leanne Shields
 - Bruce Brennan
 - Anthony Mort; and
2. The following persons be appointed as Authorised persons for the purposes of the Dog Act 1976:
 - Eva Haydon
 - Nichole Gould
 - Michelle Atwell
 - Robert Walker
 - Leanne Shields
 - Bruce Brennan
 - Anthony Mort
 - Guy Maley (Ranger Town of Narrogin)

Moved: Cr Newman

Seconded: Cr Ballantyne

Comment

Changes to Council staff now requires consideration to amend the November 2013 decision.

Authorised Officers under the Dog Act are people who are appointed by a local government and have the authority to seize or release dogs and enter property in the pursuit of dogs.

Registration Officers under the Dog Act are authorised to register dogs.

Authorised Officers under the Cat Act have a range of powers to seize and detain cats and to infringe people who breach the Act. Only Council employees have the power to infringe under the Act.

Statutory Environment

Dog Act 1976
Cat Act 2011

Strategic Implications - Nil

Policy Implications – Nil

Financial Implications - Nil

Economic Implications - Nil

Social Implications -

The keeping of Dogs and Cats is an important lifestyle choice for many residents. Enforcing the control of Dogs and Cats to ensure that the amenity of neighbours and other residents is a key role of Council.

Environmental Implications - Nil

Consultation - Nil

Options

Council can resolve:

1. the Officer's Recommendation
2. an amended Officer's Recommendation

Voting Requirement – Simple Majority

COUNCIL DECISION

That Council appoint the following as:

1. **Authorised Persons for the purposes of the Cat Act 2011:**
Gary Sherry
Nichole Gould
Michelle Atwell
Leanne Shields
Bruce Brennan
Anthony Mort;
2. **Authorised Persons for the purposes of the Dog Act 1976:**
Gary Sherry
Bruce Brennan
Anthony Mort
Guy Maley (Ranger Town of Narrogin)
3. **Registration Officers for the purposes of the Dog Act 1976:**
Gary Sherry
Nichole Gould
Michelle Atwell
Leanne Shields

Moved: Cr Dowling

Seconded: Cr Bradford

Carried 6/0

9.2.126 BUILDING DELEGATIONS

Location/Address: Whole of Shire
Reporting Officer: Gary Sherry – Chief Executive Officer
Date: 13th August 2014
File Reference:

Background

Section 5.46 of the Local Government Act 1995 requires that the Chief Executive Officer is to keep a register of the delegations made under the Act to the Chief Executive Officer and to employees and at least once every financial year.

Council last reviewed all their delegations on Tuesday 19th June 2014

Comment

The State Government enacted the new Building Act 2011 in April 2013 replacing the provisions of the Local Government (Miscellaneous Provisions) Act 1960. This has radically altered the regulation of building control and requires a range of different delegations from Council to staff.

The existing Council delegations for building control that refer to the Local Government (Miscellaneous Provisions) Act 1960 are included at Attachment 9.2.126A and proposed new delegations of Council power from the Building Act 2011 are included at Attachment 9.2.126B

Statutory Environment

Local Government Act 1996

5.42. Delegation of some powers and duties to Chief Executive Officer

- (1) A local government may delegate* to the Chief Executive Officer the exercise of any of its powers or the discharge of any of its duties under this Act other than those referred to in section 5.43.

* Absolute majority required.

- (2) A delegation under this section is to be in writing and may be general or as otherwise provided in the instrument of delegation.

Building Act 2011

127 Delegation: special permit authorities and local governments

- (1) A special permit authority or a local government may delegate any of its powers or duties as a permit authority under another provision of this Act.
- (2) A delegation of a special permit authority's powers or duties may be only to an employee of the special permit authority, or to an employee of one of the legal entities that comprise the special permit authority.
- (3) A delegation of a local government's powers or duties may be only to a local government employee.
- (4) The delegation must be in writing executed by or on behalf of the delegator.
- (5) Except as provided for in subsection (6A), a person to whom a power or duty is delegated under this section cannot delegate that power or duty.

- (6A) The CEO of a local government may delegate to any other local government employee a power or duty of the local government that has been delegated to the CEO under this section but in the case of such a power or duty —
- (a) the CEO's power under this subsection to delegate the exercise of that power or the discharge of that duty; and
 - (b) the exercise of that power or the discharge of that duty by the CEO's delegate, are subject to any conditions, qualifications, limitations or exceptions imposed by the local government on its delegation to the CEO.
- (6) A person exercising or performing a power or duty that has been delegated to the person under this section is to be taken to do so in accordance with the terms of the delegation unless the contrary is shown.
- (7) Nothing in this section limits the ability of the delegator to perform a function through an officer or agent.
- (8) In subsections (3) and (6A) —
CEO means chief executive officer; local government employee, in relation to a local government, means a person employed by the local government under the Local Government Act 1995 section 5.36.

Strategic Implications - Nil at this time.

Policy Implications – Nil at this time

Economic Implications - Nil

Social Implications - Nil

Environmental Implications - Nil

Consultation - Building Surveyor

Options

Council can resolve:

1. the Officer's Recommendation
2. to delay consideration at this time and seek further information. During this time, without delegation Council staff will be unable to use Council's authority to make decisions regarding the Building Act 2011.

Voting Requirement – Absolute Majority

COUNCIL DECISION:

That Council:

1. Cease the delegations C19, C21, C24, C25, C27, C28, C29 and C30 included at Attachment 9.2.126A; and
2. Adopt the delegations B-1, B-2, B-3, B-4 and B-5 included at Attachment 9.2.126B.

Moved: Cr Newman

Seconded: Cr Ballantyne

Carried 6/0

C19: Unauthorised Buildings - ENVIRONMENTAL HEALTH OFFICER/BUILDING SURVEYOR

Delegated authority to serve notice to the owner of a property where any work or structure is constructed without proper authorisation and/or is in breach of the proper authorisation issued.

Reference: Local Government Act 1995 section 5.42
Local Government (Miscellaneous Provisions) Act 1960
Shire of Cuballing Policy 9.8

C21: Building Permits – ENVIRONMENTAL HEALTH OFFICER/BUILDING SURVEYOR

Delegated the authority to approve or refuse to approve plans and specifications for Class 1 and 10 buildings, but where a plan and specification so submitted conforms to:

- all Local Laws and Regulations in force within the district or part of the district in respect of building matters, and the Council's pre-determined policy in respect of building matters; and
- all Local Laws and schemes in force within the district or part of the district in respect of town and regional planning matters, and the Council's predetermined policy in respect of town and regional planning matters.

The Chief Executive Officer shall not refuse to approve that plan or those specifications without first obtaining the consent of the Council.

Further, the issuing of a building licence under Section 374(1) of the Local Government Act (Miscellaneous Provisions) 1960 may be subject to such conditions as the Chief Executive Officer considers appropriate.

Objective: To expedite the issue of building approvals.

Reference: Local Government Act 1995 section 5.42(1).
Local Government (Miscellaneous Provisions) Act 1960 section 374(1b).
Shire of Cuballing Town Planning Scheme No. 2.

C24: Building Licence Extension - ENVIRONMENTAL HEALTH OFFICER/BUILDING SURVEYOR/CEO

Delegated the authority to approve of an extension of an initial building licence where it was not possible to complete the building within the period specified in the building licence for a further 6 months to allow completion of construction.

Objective: To expedite building control and regulation.

Reference: Local Government (Miscellaneous Provisions) Act 1960 section 374(1b).

C25: Uncompleted Buildings – ENVIRONMENTAL HEALTH OFFICER/BUILDING SURVEYOR

Delegated the authority to serve the appropriate notices and orders referred to in Section 409A of the Local Government (Miscellaneous Provisions) Act 1960 and to take all other appropriate actions to obtain compliance with Section 409A of the legislation

Objective: To expedite building control and regulation.

Reference: Local Government (Miscellaneous Provisions) Act 1960 section 409A.

C26: Buildings - Certain Actions after Conviction - ENVIRONMENTAL HEALTH OFFICER/BUILDING SURVEYOR

Delegated the authority to serve the appropriate notices referred to in Section 411 of the Local Government (Miscellaneous Provisions) Act 1960.

Objective: To expedite building control and regulation.

Reference: Local Government (Miscellaneous Provisions) Act 1960 section 411.

C27: Building Notices - ENVIRONMENTAL HEALTH OFFICER/BUILDING SURVEYOR

Delegated the authority to issue notices pursuant to Part XV of the *Local Government (Miscellaneous Provisions) Act 1960*.

Objective: To expedite building control and regulation.

Reference: Local Government Act 1995 section 3.25
Local Government (Miscellaneous Provisions) Act 1960 section 374(1b)

C28: Demolition License - ENVIRONMENTAL HEALTH OFFICER/BUILDING SURVEYOR

Delegated the authority to approve the issue of a demolition license to take down a building or a part of a building and impose conditions as considered appropriate for the safe and proper execution of the work.

Objective: To expedite building control and regulation.

Reference: Local Government (Miscellaneous Provisions) Act 1960 section 374A

C29: Issue of Section 401 Notices - ENVIRONMENTAL HEALTH OFFICER/BUILDING SURVEYOR

Delegated the authority to issue notices pursuant to Section 401 of the Local Government (Miscellaneous Provisions) Act 1960 where a breach of building requirements is considered to be of a magnitude sufficient to warrant issue of a notice

Objective: To expedite building control and regulation.

Reference: Local Government (Miscellaneous Provisions) Act 1960 section 401.

C30: Stop Work Orders - CEO

Delegated the authority to issue stop work notices where a breach of building requirements is considered to be of a magnitude sufficient to warrant issue of a notice and to withdraw stop work notices where the breach for which the notice has been issued is corrected.

Objective: To expedite building control and regulation.

Reference: Local Government Act 1995 section 5.42(1)
Local Government (Miscellaneous Provisions) Act section 401A

DELEGATION NUMBER	B-1
LEGISLATIVE POWER	- Building Act 2011 Sections 20, 22, 127
DELEGATION SUBJECT	- Building Permit
DELEGATE	- Chief Executive Officer

The Chief Executive Officer is delegated authority to approve or refuse plans and specifications submitted under section 20 of the Building Act

GUIDELINES	- Nil
ON DELEGATION	- Building Surveyor

DELEGATION NUMBER	B-2
LEGISLATIVE POWER	- Building Act 2011 Sections 21, 22, 127
DELEGATION SUBJECT	- Demolition Permit
DELEGATE	- Chief Executive Officer

The Chief Executive Officer is delegated authority to approve or refuse plans and specifications submitted under section 21 of the Building Act

GUIDELINES	- Nil
ON DELEGATION	- Building Surveyor

DELEGATION NUMBER	B-3
LEGISLATIVE POWER	- Building Act 2011 Sections 110, 117, 127
DELEGATION SUBJECT	- Building Orders
DELEGATE	- Chief Executive Officer

The Chief Executive Officer is delegated authority to:

1. make building orders pursuant to section 110 of the Building Act 2011 in relation to: -
 - a. Building work;
 - b. Demolition work; or
 - c. An existing building or incidental structure; and
2. revoke building orders pursuant to section 117 of the Building Act 2011

GUIDELINES	- Nil
ON DELEGATION	- Building Surveyor

DELEGATION NUMBER	B-4
LEGISLATIVE POWER	- Building Act 2011 Section 65, 127
DELEGATION SUBJECT	- Extension of Period of Duration of Occupancy Permit or Building Approval Certificate
DELEGATE	- Chief Executive Officer

The Chief Executive Officer is delegated authority to approve or refuse to approve applications submitted under section 65 of the Building Act.

GUIDELINES	- Nil
ON DELEGATION	- Building Surveyor

DELEGATION NUMBER	B-5
LEGISLATIVE POWER	- Building Act 2011 Section 58, 127
DELEGATION SUBJECT	- Grant of Occupancy Permit, Building Approval Certificate
DELEGATE	- Chief Executive Officer

The Chief Executive Officer is delegated authority to approve or refuse plans and specifications submitted under section 58 of the Building Act 2011.

GUIDELINES	- Nil
ON DELEGATION	- Building Surveyor

9.2.127 SHIRE OF CUBALLING COMMON SEAL

Submission to: Ordinary Meeting of Council
Location/Address: 22 Campbell Street, Cuballing
Date: 14 August 2014
Reporting Officer: Nichole Gould
Enabling Legislation: Local Government Act 1995
Council Policy: 3.11
Budget Implications: Nil
File Reference: Administration 18
Voting Requirements: Simple Majority

Background

It is a policy requirement that the use of the Common Seal of the Shire of Cuballing be endorsed by Council.

Comment

The Shire President and/or Chief Executive Officer witnessed the affixing of the Shire of Cuballing Common Seal to the Men's Shed Lease.

COUNCIL DECISION:

That Council endorses the affixing of the Shire of Cuballing Common Seal to the Mens Shed Lease.

Moved: Cr Dowling

Seconded: Cr Haslam

Carried 6/0

9.4 REPORTS – HEALTH AND BUILDING

9.4.1 BUILDING SURVEYORS REPORT

Submission to: Ordinary Meeting of Council
Location/Address: Whole of Shire
Reporting Officer: Darryle Baxter
Enabling Legislation: Local Government (Miscellaneous Provisions) Act 1960
Building Code of Australia, Building Regulations 1989
Builders' Registration Act 1939

Summary:

Attached is the BSR statement that indicates the structures that have been approved in the month July 2014 Shire of Cuballing.

Background: Nil

Comment: Nil

Consultation: Nil

Strategic Implications:

This issue is not dealt with in the Shire of Cuballing Strategic Community Plan

Financial Implications: Nil

Voting Requirements: Simple Majority

COUNCIL DECISION:

That Council receives the information provided in these reports.

Moved: Cr Haslam

Seconded: Cr Newman

Carried 6/0

Shire of Cuballing

2014- 2015

Reporting Authority's State or Territory	Reporting Authority's identification number	Permit type	Building permit number	Building permit supplement number	Building permit status	Alternate building permit number	Related permit numbers	Private Certifier's name	Private Certifier's phone number
State	Rep_num	Permit_type	Permit_num	Permit_sup	Permit_status	Alternate_permit_num	Related_permit_num	Build_surveyors_name	Build_surveyors_phone
5		Building Permit	CN 201314-038		NEW DWELLING			Darryle Baxter	0428836827
5		Building Permit	CN 201415002		NEW SHED			Darryle Baxter	0428836827

10. ELECTED MEMBERS' MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

11. OTHER URGENT BUSINESS

Nil

12. NEXT MEETING

Thursday 18th September 2014 at 3.00pm at the Shire of Cuballing Council Chambers.

13. CLOSURE OF MEETING

There being no further business, Cr Conley closed the meeting at 4.07pm

