SHIRE OF BROOMEHILL-TAMBELLUP

MONTHLY FINANCIAL REPORT

For the Period Ended 31 October 2022

TABLE OF CONTENTS

Statement of Financial Activity
- by Nature or Type
- by Reporting Program

Balance Sheet

Note 1 (a) Nature or Type Classifications
(b) Reporting Program Classifications (Function / Activity)

Note 2 Report on Significant Variances

Note 3 Graphical Representation

Note 4 Net Current Funding Position

Note 5 Cash and Investments

Note 6 Receivables

Note 7 Budget Amendments

Note 8 Grants and Contributions

Note 9 Cash Backed Reserves

Note 10 Profit/Loss on Disposal of Assets

Note 11 Operating Revenue and Expense

Note 12 Capital Acquisitions and Disposals

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

SHIRE OF BROOMEHILL-TAMBELLUP
STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

BY NATURE OR TYPE

	Note	Adopted Budget 2022/23	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)	Var. % (b)-(a)/(b)	
Opening funding surplus /(deficit)		1,870,500	1,870,500	1,861,784.09	(8,716)	(0.5%)	
Revenue from Operating Activities							
Rates		2,790,600	2,790,600	2,792,613.92	2,014	0.1%	
Grants, Subsidies and Contributions		872,300	362,889	382,625.91	19,737	5.2%	
Profit on Asset Disposal	10	102,000	92,000	0.00	(92,000)	(100.0%)	▼
Fees and Charges		420,200	182,324	173,703.21	(8,621)	(5.0%)	
Interest Earnings		47,000	7,500	10,076.65	2,577	25.6%	
Other Revenue		105,300	88,230	91,881.32	3,651	4.0%	
		4,337,400	**3,523,543**	**3,450,901.01**	(72,642)	(2.1%)	
Expenditure from Operating Activities							
Employee Costs		(2,284,500)	(878,616)	(836,368.93)	42,247	5.1%	
Materials and Contracts		(2,000,000)	(628,880)	(598,360.96)	30,519	5.1%	
Utilities Charges		(235,700)	(69,764)	(52,701.60)	17,062	32.4%	▼
Depreciation (Non-Current Assets)		(2,087,500)	(695,776)	0.00	695,776	100.0%	▼
Interest Expenses		(67,300)	(33,100)	(25,329.40)	7,771	30.7%	
Insurance Expenses		(188,800)	(188,800)	(105,599.09)	83,201	78.8%	▼
Loss on Asset Disposal	10	(159,100)	(17,100)	0.00	17,100	100.0%	▼
Other Expenditure		(92,500)	(24,874)	(34,420.72)	(9,547)	(27.7%)	
		(7,115,400)	**(2,536,910)**	**(1,652,780.70)**	884,129	53.5%	
Non Cash Amounts excluded from Operating Activities							
Add: Depreciation on assets		2,087,500	695,776	0.00	(695,776)	(100.0%)	▼
(Profit)/Loss on Asset Disposal	10	57,100	(74,900)	0.00	74,900	100.0%	▼
Amount attributable to operating activities		**(633,400)**	**1,607,509**	**1,798,120.31**	190,611	10.6%	
Investing Activities							
Non Operating Grants, Subsidies and Contributions	8	3,012,300	296,000	296,000.00	0	0.0%	
Proceeds from Disposal of Assets	10	846,000	307,000	314,090.91	7,091	2.3%	
Payments for property, plant and equipment	12	(1,910,500)	(184,500)	(178,254.64)	6,245	3.5%	
Payments for construction of infrastructure	12	(2,990,300)	(268,999)	(180,545.46)	88,454	49.0%	▼
		(1,042,500)	**149,501**	**251,290.81**	101,790	40.5%	
Financing Activities							
Transfer from Reserves	9	724,100	0	0.00	0		
Repayment of Debentures	12	(131,800)	(23,200)	(23,194.79)	5	0.0%	
Transfer to Reserves	9	(786,900)	0	0.00	0		
Total		**(194,600)**	**(23,200)**	**(23,194.79)**	5	(0.0%)	
Closing Funding Surplus(Deficit)	4	**0**	**3,604,310**	**3,888,000.42**	283,690	7.3%	

SHIRE OF BROOMEHILL-TAMBELLUP
STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

BY REPORTING PROGRAM

	Note	Adopted Budget 2022/23	YTD Budget (a)	YTD Actual (b)	Var. $ (b)-(a)	Var. % (b)-(a)/(b)	
Opening funding surplus /(deficit)		1,870,500	1,870,500	1,861,784.09	(8,716)	(0.5%)	
Revenue from Operating Activities							
Governance		31,500	15,000	15,926.00	926	5.8%	
General Purpose Funding		3,285,800	2,910,725	2,932,149.52	21,425	0.7%	
Law, Order and Public Safety		178,200	108,650	108,866.71	217	0.2%	
Health		6,800	250	236.00	(14)	(5.9%)	
Education and Welfare		30,300	10,000	10,000.00	0	0.0%	
Housing		302,000	162,028	67,690.41	(94,338)	(139.4%)	▼
Community Amenities		88,500	69,400	70,676.08	1,276	1.8%	
Recreation and Culture		46,600	4,050	5,016.35	966	19.3%	
Transport		226,300	192,100	193,673.06	1,573	0.8%	
Economic Services		79,400	30,840	23,840.45	(7,000)	(29.4%)	
Other Property and Services		62,000	20,500	22,826.43	2,326	10.2%	
		4,337,400	**3,523,543**	**3,450,901.01**	(72,642)	(2.1%)	
Expenditure from Operating Activities							
Governance		(615,700)	(219,870)	(214,969.76)	4,900	2.3%	
General Purpose Funding		(300,000)	(106,341)	(87,093.72)	19,247	22.1%	▼
Law, Order and Public Safety		(289,300)	(103,204)	(66,850.82)	36,353	54.4%	▼
Health		(63,400)	(21,858)	(12,573.03)	9,285	73.8%	
Education and Welfare		(104,700)	(48,105)	(38,934.91)	9,170	23.6%	
Housing		(233,000)	(86,962)	(19,458.64)	67,503	346.9%	▼
Community Amenities		(485,900)	(148,162)	(130,556.55)	17,605	13.5%	▼
Recreation and Culture		(1,386,300)	(441,969)	(304,007.40)	137,962	45.4%	▼
Transport		(3,190,300)	(1,062,254)	(462,595.79)	599,658	129.6%	▼
Economic Services		(350,600)	(159,069)	(122,774.62)	36,294	29.6%	▼
Other Property and Services		(96,200)	(139,116)	(192,965.46)	(53,849)	(27.9%)	▲
		(7,115,400)	**(2,536,910)**	**(1,652,780.70)**	884,129	53.5%	
Non Cash Amounts excluded from Operating Activities							
Add: Depreciation on assets		2,087,500	695,776	0.00	(695,776)	(100.0%)	▼
(Profit)/Loss on Asset Disposal	10	57,100	(74,900)	0.00	74,900	100.0%	▲
Amount attributable to operating activities		**(633,400)**	**1,607,509**	**1,798,120.31**	190,611	10.6%	
Investing Activities							
Non Operating Grants, Subsidies and Contributions	8	3,012,300	296,000	296,000.00	0	0.0%	
Proceeds from Disposal of Assets	10	846,000	307,000	314,090.91	7,091	2.3%	
Payments for property, plant and equipment	12	(1,910,500)	(184,500)	(178,254.64)	6,245	3.5%	
Payments for construction of infrastructure	12	(2,990,300)	(268,999)	(180,545.46)	88,454	49.0%	▼
		(1,042,500)	**149,501**	**251,290.81**	101,790	40.5%	
Financing Activities							
Transfer from Reserves	9	724,100	0	0.00	0		
Repayment of Debentures	12	(131,800)	(23,200)	(23,194.79)	5	0.0%	
Transfer to Reserves	9	(786,900)	0	0.00	0		
Total		**(194,600)**	**(23,200)**	**(23,194.79)**	5	(0.0%)	
Closing Funding Surplus(Deficit)	4	**0**	**3,604,310**	**3,888,000.42**	283,690	7.3%	

SHIRE OF BROOMEHILL-TAMBELLUP
For the Period Ended 31 October 2022

BALANCE SHEET

	Actual 2022/23	C/fwd 1 July 2022
CURRENT ASSETS		
Cash	5,442,848.78	4,141,034.90
Receivables	1,225,795.00	732,514.74
Inventories - Stock on Hand	23,062.52	27,447.40
TOTAL CURRENT ASSETS	6,691,706.30	4,900,997.04
CURRENT LIABILITIES		
Creditors and Provisions	1,486,072.05	1,721,579.12
Borrowings	108,610.01	131,804.80
TOTAL CURRENT LIABILITIES	1,594,682.06	1,853,383.92
NET CURRENT ASSETS	**5,097,024.24**	**3,047,613.12**
NON-CURRENT ASSETS		
Receivables	80,792.95	80,792.95
Inventories - Land Held for Resale	162,000.00	162,000.00
Financial Assets	77,803.67	77,803.67
Property, Plant and Equipment	20,014,877.36	20,119,720.30
Infrastructure Assets	120,019,019.77	119,869,467.64
TOTAL NON-CURRENT ASSETS	140,354,493.75	140,309,784.56
NON-CURRENT LIABILITIES		
Creditors and Provisions	14,204.10	14,204.10
Borrowings	1,682,315.82	1,682,315.82
TOTAL NON-CURRENT LIABILITIES	1,696,519.92	1,696,519.92
NET ASSETS	**143,754,998.07**	**141,660,877.76**
EQUITY		
Accumulated Surplus	43,763,106.64	41,668,986.33
Reserves - Asset Revaluation	98,197,500.52	98,197,500.52
Reserves - Cash Backed	1,794,390.91	1,794,390.91
TOTAL EQUITY	**143,754,998.07**	**141,660,877.76**

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

1(a): NATURE OR TYPE CLASSIFICATIONS

REVENUES

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

Operating Grants, Subsidies and Contributions
Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.

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

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

Fees and Charges
Revenues (other than service charges) from the use of facilities and charges made for local government services, facility hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Includes rubbish collection fees, rental of property, fines and penalties, other fees and charges.

Service Charges
Service charges imposed under Division 6 of Part 6 of the Local Government Act 1995. Regulation 54 of the Local Government (Financial Management) Regulations 1996 identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services.

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

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

EXPENSES

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

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

1(a): NATURE OR TYPE CLASSIFICATIONS

Materials and Contracts
All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, information technology and communications expenses, advertising, memberships, periodicals, publications, hire expenses, rental, leases, postage and freight etc.

Utilities (Gas, Electricity, Water, etc.)
Expenditures made to the respective agencies for the provision of power, gas, telephone or water services.

Insurance
All insurance premiums - excluding worker's compensation which is included as a cost of employment.

Loss on asset disposal
Loss on the disposal of fixed assets.

Depreciation on non-current assets
Depreciation expense raised on all classes of assets.

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

Other expenditure
Statutory fees, taxes, provision for bad debts, member's fees or State taxes. Donations and subsidies made to community groups.

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

1(b): REPORTING PROGRAM CLASSIFICATIONS (FUNCTION/ACTIVITY)

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

GOVERNANCE
Objective:
To provide a decision making process for the efficient allocation of scarce resources.
Activities:
Includes the activities of members of council and the administrative support available to the council for the provision of governance of the district. Other costs relate to the task of assisting elected members and ratepayers on matters which do not concern specific Shire activities.

GENERAL PURPOSE FUNDING
Objective:
To collect revenue to allow for the provision of services
Activities:
Rates; general purpose government grants and interest revenue.

LAW, ORDER, PUBLIC SAFETY
Objective:
To provide services to help ensure a safer and environmentally conscious community.
Activities:
Supervision and enforcement of various local laws relating to fire prevention, animal control and other aspects of public safety including emergency services.

HEALTH
Objective:
To provide an operational framework for environmental and community health.
Activities:
Inspection of food outlets and their control; mosquito control and maintenance of the Infant Health Clinic in Tambellup

EDUCATION AND WELFARE
Objective:
To provide services to the elderly, children and youth.
Activities:
Assistance to the Broomehill and Tambellup Primary Schools; support of the "A Smart Start" program.

HOUSING
Objective:
To provide and maintain staff housing, and accommodation for 'well aged' seniors in the Community.
Activities:
Provision and maintenance of staff housing; and the Independent Living Seniors accommodation in Tambellup.

COMMUNITY AMENITIES
Objective:
To provide services required by the Community.
Activities:
Rubbish collection services; operation of the tip sites and waste transfer stations; administration of the Town Planning Scheme; Cemetery maintenance at Broomehill, Tambellup and Pindellup cemeteries; public conveniences and protection of the environment.

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

1(b): REPORTING PROGRAM CLASSIFICATIONS (FUNCTION/ACTIVITY)

RECREATION AND CULTURE
Objective:
To establish and effectively manage infrastructure and resources which will assist with the social well-being of the Community.
Activities:
Maintenance of public halls, recreation grounds, parks, gardens, reserves and playgrounds. Operation of the Broomehill Library and support to the Tambellup Community Resource centre for manangement of the Tambellup library. Museums and other cultural facilities.

TRANSPORT
Objective:
To provide safe, effective and efficient transport services to the Community.
Activities:
Construction and maintenance of streets, roads and bridges. Cleaning and lighting of streets; maintenance of the Broomehill and Tambellup works depots. Provision of the Department of Transport licensing services to the Community.

ECONOMIC SERVICES
Objective:
To assist in promoting the Shire and its economic wellbeing.
Activities:
Tourism and area promotion, including operation of the Broomehill Caravan Park. Provision of rural services which includes noxious weed control, vermin control and standpipes. Provision of Building Services.

OTHER PROPERTY & SERVICES
Objectives:
To monitor and control councils works overhead operating accounts.
Activities:
Private works operations; public works overhead costs; plant operation costs and unclassified items.

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
BY NATURE OR TYPE
For the Period Ended 31 October 2022

2: REPORT ON MATERIAL VARIANCES

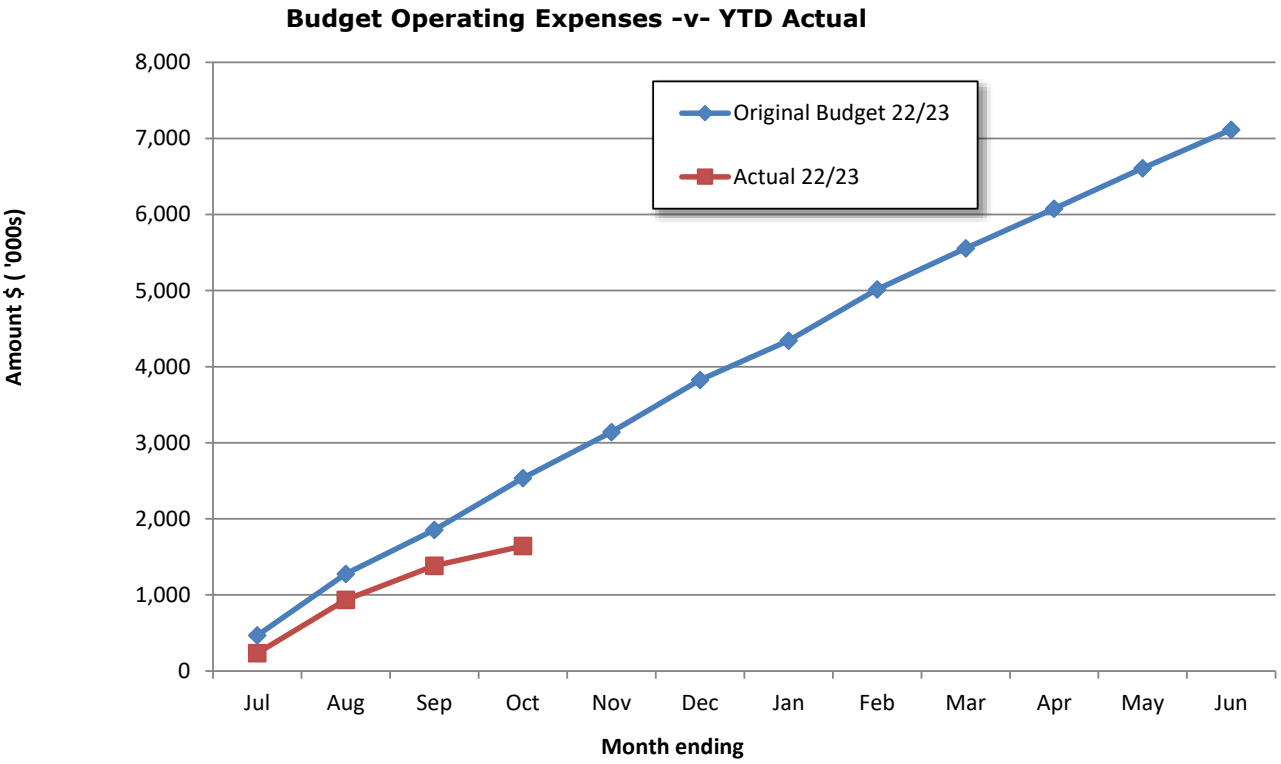
The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date budget materially.
The material variance adopted by Council for the 2022/23 year is $10,000 or 10% whichever is greater.

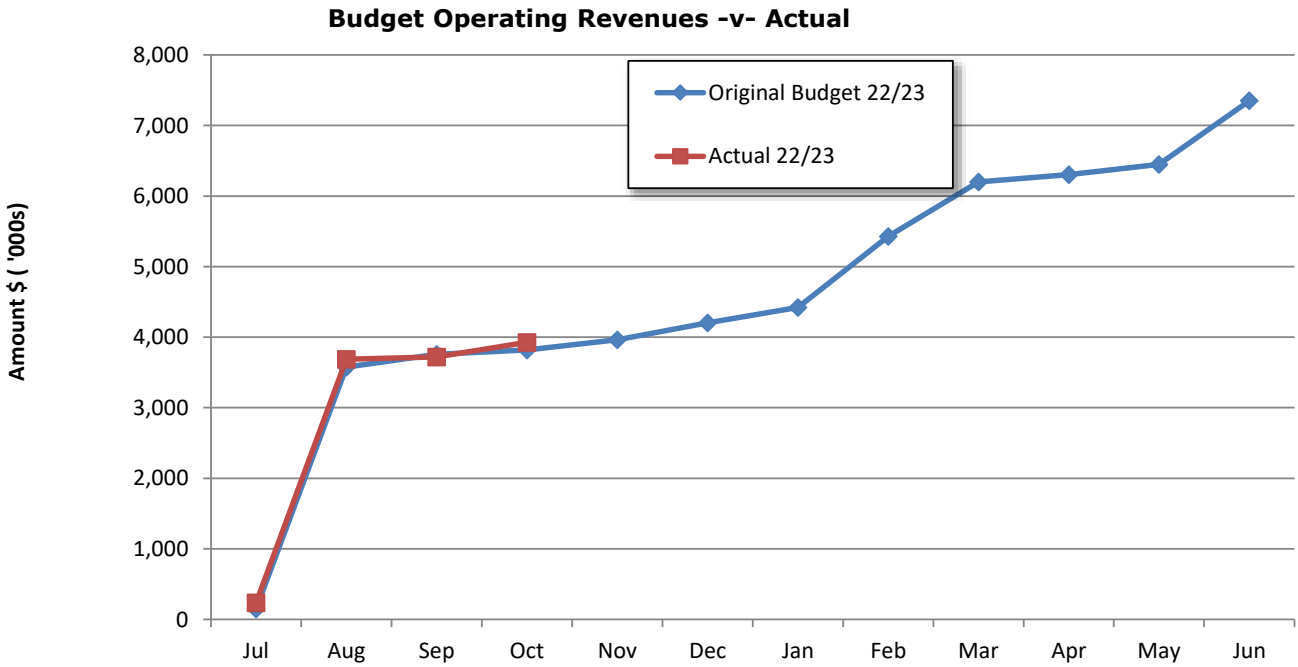
Explanation of variances

Nature or Type	Var $	Var %	Timing	Permanent
Profit on Asset Disposal Profit on disposal on sale of 27 East Tce, Tambellup will processed in the asset register once the audit for the previous financial year is complete	(92,000)	-100%	x	
Utilities Charges Electricity and water charges have not been as high as anticipated to date.	17,062	32%	x	
Depreciation (Non-Current Assets) Asset depreciation cannot be allocated until the audit for the previous financial year is complete. Variances in the Statement of Financial Activity will occur until transactions can be processed in the asset register.	695,776	100%	x	
Insurance Expenses The second instalment of property, workers compensation motor vehicle and bushfire insurances was expected during October, however LGIS have advised invoices will be issued in November.	83,201	79%	x	
Loss on Asset Disposal Loss on disposal of plant and equipment items traded to date will be processed in the asset register once the audit for the previous financial year is complete.	17,100	100%	x	
Payments for Construction of Infrastructure While works have commenced on various construction projects planned for the year, expenditure has not been as high as anticipated. The Journal Street/Great Sthn Hwy intersection project is nearing completion, though only one milestone payment has been made to the Contractor.	88,454	49.0%	x	

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

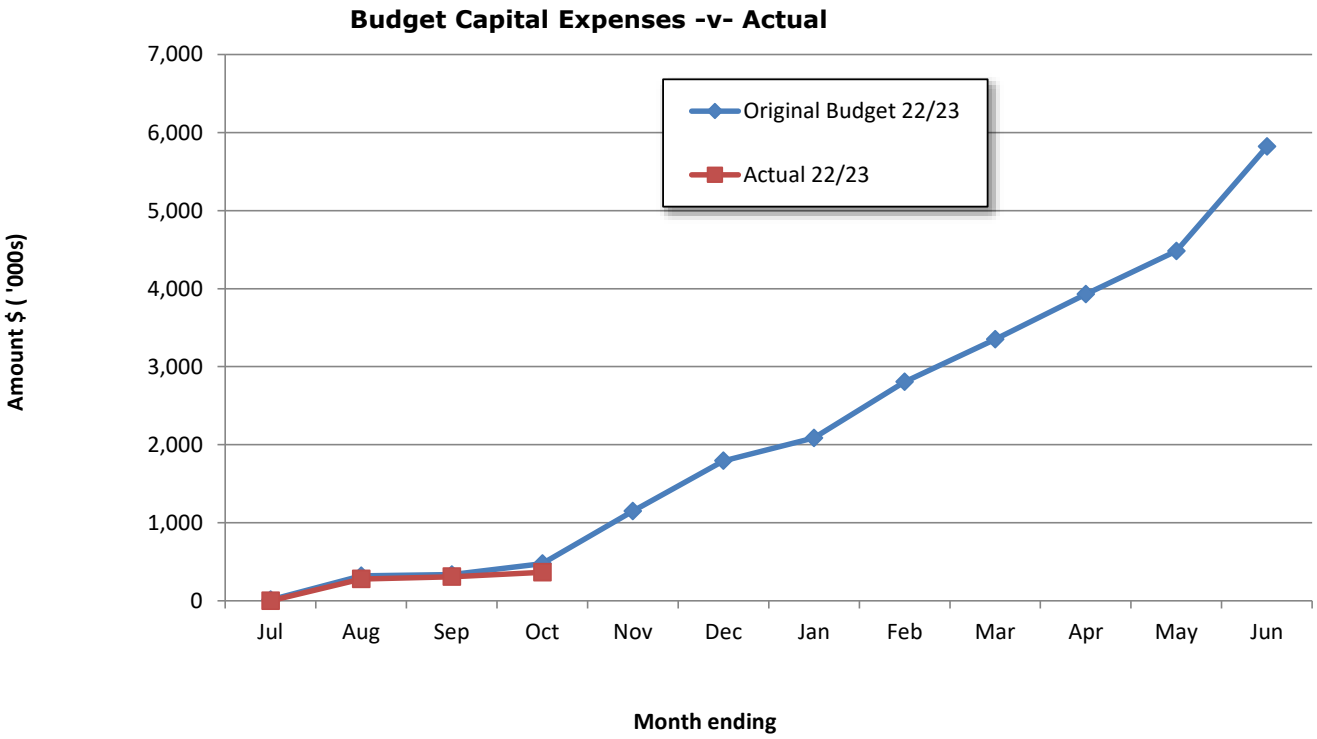
3: GRAPHICAL REPRESENTATION

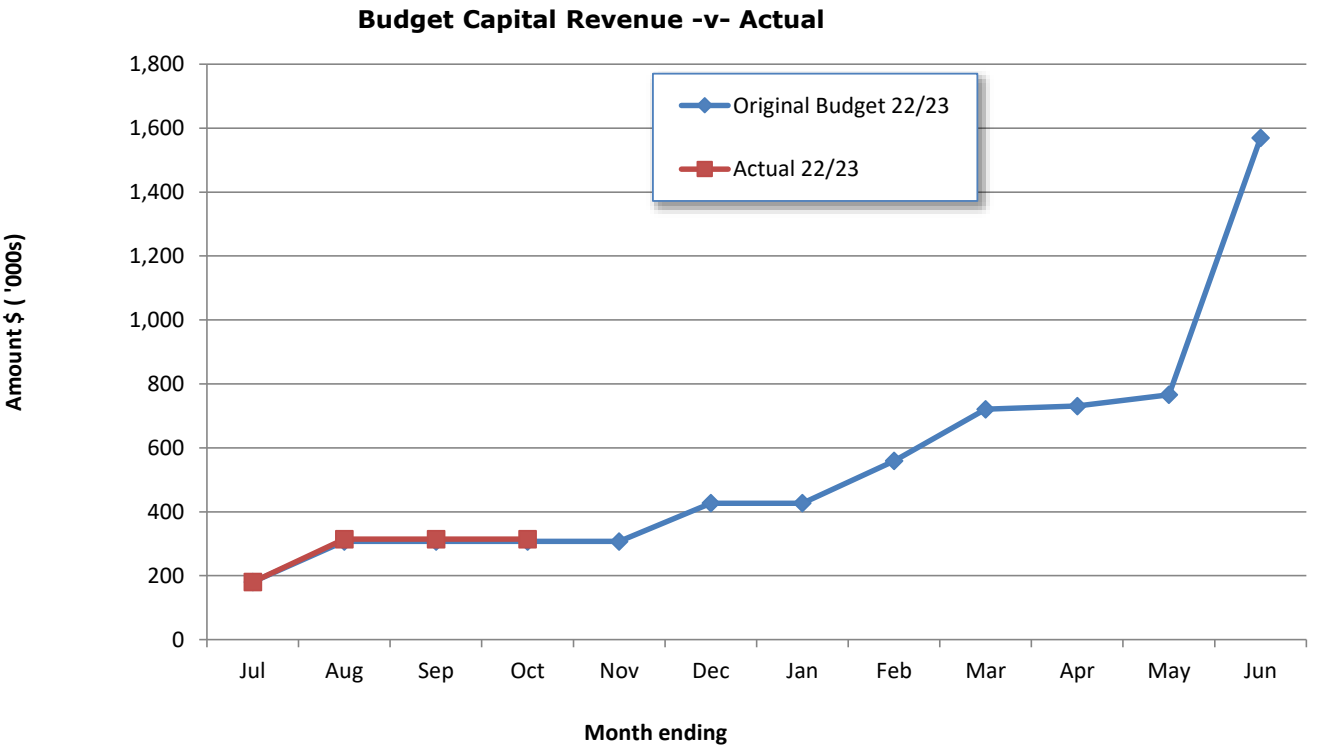




SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

3: GRAPHICAL REPRESENTATION





SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

4: NET CURRENT FUNDING POSTION

	Note	Actual 2022/23	C/fwd 1 July 2022
		$	$
Current Assets			
Cash Unrestricted		2,960,537.81	1,660,517.48
Cash Restricted - Other Payables		687,920.06	686,126.51
Cash Restricted - Reserves	9	1,794,390.91	1,794,390.91
Receivables - Rates and Rubbish	6	529,173.46	221,899.62
Receivables - Other	6	386,913.70	198,527.65
Inventories		23,062.52	27,447.40
Accruals and Provisions		268,508.42	268,508.42
		6,650,506.88	4,857,417.99
Less: Current Liabilities			
Payables		1,796.95	(264,164.08)
Net GST & PAYG		(45,455.46)	(14,415.42)
Other Payables - Bonds & Deposits		(11,810.00)	(9,390.00)
Other Payables - Building Retention Bonds		(81,925.10)	(82,551.55)
Other Payables - DCP		(486,264.54)	(486,264.54)
Other Payables - LRCIP		(92,772.20)	(92,772.20)
Other Payables - Sundry		(15,148.22)	(15,148.22)
Borrowings - current		(108,610.01)	(131,804.80)
Accruals and Provisions		(713,294.06)	(713,294.06)
		(1,553,482.64)	(1,809,804.87)
Less: Cash Restricted - Reserves	9	(1,794,390.91)	(1,794,390.91)
Add: Current Liabilities not expected to be cleared at end of year			
- current portion of borrowings		108,610.01	131,804.80
- employee benefit provisions		476,757.08	476,757.08
		(1,209,023.82)	(1,185,829.03)
Net Current Funding Position		**3,888,000.42**	**1,861,784.09**

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

5: CASH AND INVESTMENTS

	Ref	Interest Rate	Unrestricted $	Restricted $	Trust $	Total $	Institution	Maturity Date
(a) Cash Deposits								
Municipal Fund	133 904 987		2,960,537.81	687,920.06		3,648,457.87	Bendigo	
Trust Fund	133 905 067				0.00	0.00	Bendigo	
Cash on Hand			1,500.00			1,500.00		
(b) Term Deposits								
Reserve Funds	4050128	3.10%		1,794,390.91		1,794,390.91	Bendigo	21/12/2022
Total			**2,962,037.81**	**2,482,310.97**	**0.00**	**5,444,348.78**		

Comments/Notes - Investments

a) Cash Deposits

The balance reported for the Municipal Fund is the reconciled closing balance of the bank account at the end of the period. The closing balance takes into account unpresented items at the end of the reporting period.

Monies held in the Trust Fund have been reclassified following guidance from the Office of the Auditor General and now held as a current liability.

b) Term Deposits

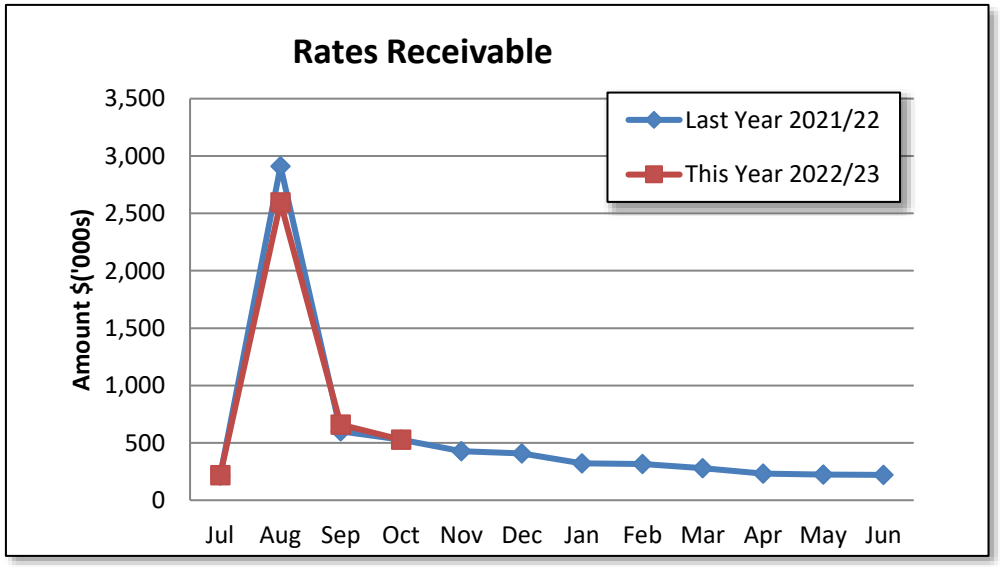
Reserve Funds

Councils Reserve Funds are held collectively in one investment. Further detail in relation to Councils Reserve Funds are shown in Note 9.

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

6: RECEIVABLES

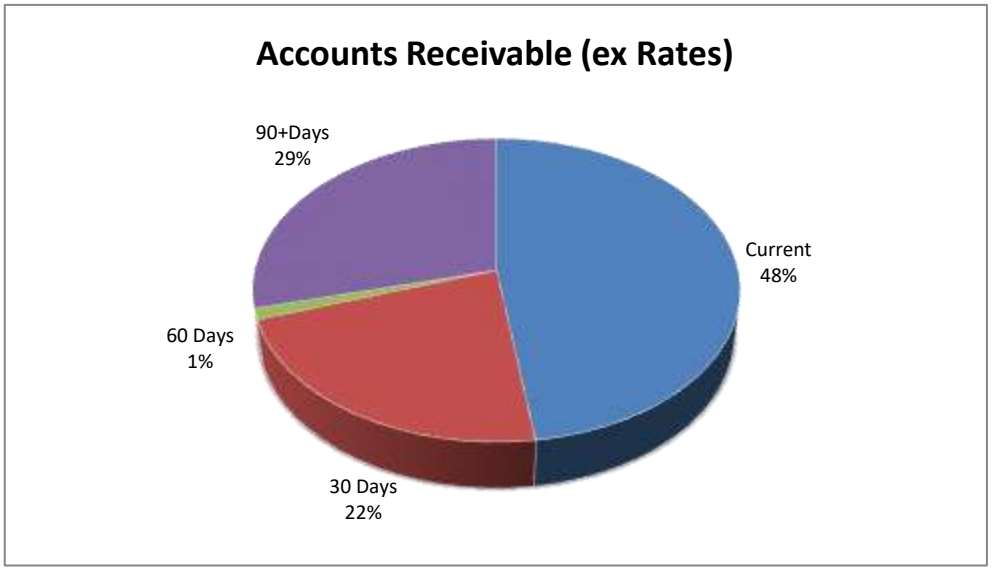
Rates & Rubbish	**Actual 2022/23**	**c/fwd 1 July 2022**
	$	$
Opening Arrears Previous Years	221,899.62	234,727.59
Rates Levied this year	2,887,259.17	2,771,849.96
Less Collections to date	(2,579,985.33)	(2,784,677.93)
Equals Current Outstanding	**529,173.46**	**221,899.62**
Net Rates Collectable	**529,173.46**	**221,899.62**
% Collected	82.98%	92.62%



Comments/Notes - Receivables Rates and Rubbish

Accounts Receivable	Current	30 Days	60 Days	90+Days
	$	$	$	$
Sundry Debtors	163,401.77	85,452.59	4,520.00	112,132.74
Pensioner Rebates	1,927.17			
Emergency Services Levy	24,479.43			
Allowance for Impairment	(5,000.00)			
	184,808.37	**85,452.59**	**4,520.00**	**112,132.74**
			Total Outstanding	**386,913.70**

Amounts shown above include GST (where applicable)



Comments/Notes - Receivables General

Current - A claim has been submitted to MRWA for the first 40% of funding for Tieline Road.

30 Days - CBH ex gratia rates have been issued, but not yet received.

90 Days - Final claims for 21/22 Black Spot funding is being finalised by MRWA

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

7: BUDGET AMENDMENTS

Amendments to original budget since budget adoption.

Council Resolution	GL or JOB	Revenue / (Expense)	Description	Comment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
102/22			**Balanced Budget Adopted**				0
					Closing Funding Surplus / (Deficit)		0

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

8: GRANTS AND CONTRIBUTIONS

Program/Provider	Purpose	c/fwd 1 July 2022 $	Received 2022/23	Expended 2022/23	Closing Balance
RECREATION & CULTURE					
Drought Communities Program	Various townscape & recreation projects	486,264.54	0.00	(102,201.70)	384,062.84
TRANSPORT					
Main Roads WA	Regional Road Group 2022/23	0.00	296,000.00	(23,492.31)	272,507.69
Local Roads & Community Infrastructure Prog	Phase 2 allocation	92,772.20	0.00	(1,280.00)	91,492.20
TOTALS		**579,036.74**	**296,000.00**	**(126,974.01)**	**748,062.73**

Comments - Grants and Contributions

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

9: CASH BACKED RESERVES

	Budget 2022/23				Actual 2022/23			
	Opening Balance	Transfers To	Transfers From	Closing Balance	Opening Balance	Transfers To	Transfers From	Closing Balance
Leave Reserve	115,085	51,800	(95,600)	71,285	115,084.71	0.00	0.00	115,084.71
Plant Reserve	165,736	452,500	(390,000)	228,236	165,735.75	0.00	0.00	165,735.75
Building Reserve	541,492	188,300	(50,000)	679,792	541,491.90	0.00	0.00	541,491.90
Information Technology Reserve	53,724	5,800	0	59,524	53,724.39	0.00	0.00	53,724.39
Tambellup Rec Ground & Pavilion Reserve	67,684	6,000	0	73,684	67,684.03	0.00	0.00	67,684.03
Broomehill Rec Complex Reserve	113,638	10,300	0	123,938	113,637.66	0.00	0.00	113,637.66
Building Maintenance Reserve	62,025	20,900	(23,500)	59,425	62,024.85	0.00	0.00	62,024.85
Sandalwood Villas Reserve	113,822	11,700	0	125,522	113,822.46	0.00	0.00	113,822.46
Bhill Synthetic Bowling Green Reserve	92,834	10,000	0	102,834	92,833.87	0.00	0.00	92,833.87
Refuse Sites Post Closure Management Reserve	42,148	5,600	0	47,748	42,148.26	0.00	0.00	42,148.26
Lavieville Lodge Reserve	101,248	11,500	(25,000)	87,748	101,248.29	0.00	0.00	101,248.29
Townscape Plan Implementation Reserve	235,883	3,600	(100,000)	139,483	235,883.30	0.00	0.00	235,883.30
Tambellup Synthetic Bowling Green Reserve	38,221	8,100	0	46,321	38,221.17	0.00	0.00	38,221.17
Tourism & Economic Development Reserve	50,850	800	(40,000)	11,650	50,850.27	0.00	0.00	50,850.27
	1,794,390	**786,900**	**(724,100)**	**1,857,190**	**1,794,390.91**	**0.00**	**0.00**	**1,794,390.91**

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

Reserve name	
Leave Reserve	- to be used to meet the Councils Long Service Leave liability for its employees.
Plant Reserve	- to be used for the purchase of plant and equipment in accordance with the Plant Replacement Program.
Building Reserve	- to be used to finance replacement, major repair or construction of new Shire buildings, and costs associated with subdivision of land.
Information Technology Reserve	- to be used to purchase, replace or upgrade computer hardware, software and associated equipment
Tambellup Recreation Ground & Pavilion Reserve	- to be used to maintain and develop sport and recreational facilities at the Tambellup Recreation Ground and Pavilion.
Broomehill Recreation Complex Reserve	- to be used for works at the Broomehill Recreation Complex in agreeance with the Complex Management Committee
Building Maintenance Reserve	- to be used to fund building maintenance requirements for all Shire owned buildings.
Sandalwood Villas Reserve	- to be utilised towards upgrade and maintenance of the 6 units at Sandalwood Villas.
Broomehill Synthetic Bowling Green Reserve	- to be used for the future replacement of the synthetic bowling green at the Broomehill Recreational Complex.
Refuse Sites Post Closure Management Reserve	- to meet the financial requirements for the closure of the Broomehill and Tambellup landfill sites when their useful life expires
Lavieville Lodge Reserve	- to be utilised towards upgrade and maintenance of the 4 units at Lavieville Lodge.
Townscape Plan Implementation Reserve	- to be used for implementation of the Townscape Plans for the Broomehill and Tambellup townsites.
Tambellup Synthetic Bowling Green Reserve	- to be used for the future replacement of the synthetic bowling green at the Tambellup Sportsground

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

10: DISPOSALS OF ASSETS

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

	Budget 2022/23				Actual 2022/23			
By program:	**Net Book Value**	**Sale Proceeds**	**Profit**	**Loss**	**Net Book Value**	**Sale Proceeds**	**Profit**	**Loss**
Governance								
Ford Everest Titanium - BHT150	52,000	45,000	0	(7,000)	0.00	0.00	0.00	0.00
Ford Everest Trend - BH000	46,000	40,000	0	(6,000)	0.00	0.00	0.00	0.00
Housing								
27 East Terrace, Tambellup	88,000	180,000	92,000	0	0.00	0.00	0.00	0.00
Transport								
Mack Truck - BHT125	128,200	100,000	0	(28,200)	0.00	0.00	0.00	0.00
Caterpillar Loader - TA281	136,100	90,000	0	(46,100)	0.00	0.00	0.00	0.00
Isuzu NLR55 light tipper - BH009	31,700	20,000	0	(11,700)	0.00	0.00	0.00	0.00
Toro GM360 Mower - BHT84	19,300	10,000	0	(9,300)	0.00	0.00	0.00	0.00
Ford Ranger Wildtrak - 1TA	47,400	37,000	0	(10,400)	0.00	0.00	0.00	0.00
Ford Ranger Wildtrak - TA001	46,100	42,000	0	(4,100)	0.00	0.00	0.00	0.00
Ford Ranger Wildtrak - TA001	44,800	42,000	0	(2,800)	0.00	0.00	0.00	0.00
Ford Ranger dual cab - BH00	31,700	30,000	0	(1,700)	0.00	0.00	0.00	0.00
Ford Ranger dual cab - BH003	44,800	35,000	0	(9,800)	0.00	0.00	0.00	0.00
Ford Ranger extra cab - BH014	38,000	30,000	0	(8,000)	0.00	0.00	0.00	0.00
Ford Ranger dual cab - TA052	36,400	30,000	0	(6,400)	0.00	0.00	0.00	0.00
Ford Ranger dual cab - TA005	42,600	35,000	0	(7,600)	0.00	0.00	0.00	0.00
Isuzu Jetpatcher - TA06	70,000	80,000	10,000	0	0.00	0.00	0.00	0.00
	903,100	**846,000**	**102,000**	**(159,100)**	**0.00**	**0.00**	**0.00**	**0.00**
By Class:								
Land and Buildings	88,000	180,000	92,000	0	0.00	0.00	0.00	0.00
Plant and Equipment	815,100	666,000	10,000	(159,100)	0.00	0.00	0.00	0.00
	903,100	**846,000**	**102,000**	**(159,100)**	**0.00**	**0.00**	**0.00**	**0.00**

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

11: OPERATING REVENUE AND EXPENSE

	Budget Revenue 2022/23	Budget Expense 2022/23	Actual Revenue 2022/23	Actual Expense 2022/23
GENERAL PURPOSE FUNDING				
Rate Revenue	2,843,900	(210,900)	2,809,429.00	(58,485.23)
General Purpose Funding	413,700	0	121,943.00	0.00
Other General Purpose Funding	28,200	(89,100)	777.52	(28,608.49)
TOTAL GENERAL PURPOSE FUNDING	**3,285,800**	**(300,000)**	**2,932,149.52**	**(87,093.72)**
GOVERNANCE				
Members Of Council	19,000	(563,200)	15,926.00	(202,823.92)
Administration General	8,500	0	0.00	0.00
Other Governance	4,000	(52,500)	0.00	(12,145.84)
TOTAL GOVERNANCE	**31,500**	**(615,700)**	**15,926.00**	**(214,969.76)**
LAW, ORDER & PUBLIC SAFETY				
Fire Prevention	174,300	(250,600)	107,617.32	(55,817.70)
Animal Control	3,900	(37,700)	1,249.39	(11,033.12)
Other Law, Order & Public Safety	0	(1,000)	0.00	0.00
TOTAL LAW,ORDER & PUBLIC SAFETY	**178,200**	**(289,300)**	**108,866.71**	**(66,850.82)**
HEALTH				
Maternal & Infant Health	2,000	(11,700)	0.00	(2,434.07)
Health Inspection & Administration	1,100	(19,300)	236.00	(3,815.20)
Preventative Services - Pest Control	3,700	(32,400)	0.00	(6,323.76)
TOTAL HEALTH	**6,800**	**(63,400)**	**236.00**	**(12,573.03)**
EDUCATION & WELFARE				
Other Education	300	(32,800)	0.00	(16,644.87)
Other Welfare	150,000	(71,900)	10,000.00	(22,290.04)
TOTAL EDUCATION & WELFARE	**150,300**	**(104,700)**	**10,000.00**	**(38,934.91)**
HOUSING				
Staff Housing	92,000	0	0.00	712.50
Other Housing	210,000	(233,000)	67,690.41	(20,171.14)
TOTAL OTHER HOUSING	**302,000**	**(233,000)**	**67,690.41**	**(19,458.64)**
COMMUNITY AMENITIES				
Household Refuse	66,000	(255,300)	63,898.20	(65,018.43)
Protection Of The Environment	4,500	(4,500)	2,086.65	(1,816.10)
Town Planning & Regional Development	10,000	(80,400)	3,145.78	(24,778.07)
Other Community Amenities	8,000	(78,700)	1,545.45	(24,210.05)
Public Conveniences	0	(67,000)	0.00	(14,733.90)
TOTAL COMMUNITY AMENITIES	**88,500**	**(485,900)**	**70,676.08**	**(130,556.55)**

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

11: OPERATING REVENUE AND EXPENSE

	Budget Revenue 2022/23	Budget Expense 2022/23	Actual Revenue 2022/23	Actual Expense 2022/23
RECREATION & CULTURE				
Public Halls & Civic Centres	23,500	(273,100)	968.16	(58,423.16)
Other Sport & Recreation	20,000	(888,200)	960.93	(187,673.03)
Libraries	3,100	(153,800)	3,087.26	(49,174.13)
Other Culture	20,000	(71,200)	0.00	(8,737.08)
TOTAL RECREATION & CULTURE	**66,600**	**(1,386,300)**	**5,016.35**	**(304,007.40)**
TRANSPORT				
Road Construction	1,395,000	0	296,000.00	0.00
Streets Roads Bridges & Depot Maint	689,400	(3,009,100)	188,174.00	(403,805.24)
Transport - Other	18,200	(181,200)	5,499.06	(58,790.55)
TOTAL TRANSPORT	**2,102,600**	**(3,190,300)**	**489,673.06**	**(462,595.79)**
ECONOMIC SERVICES				
Rural Services	0	(1,500)	0.00	0.00
Tourism & Area Promotion	931,500	(227,100)	19,121.69	(100,876.35)
Building Control	5,100	(43,000)	744.05	(10,961.98)
Other Economic Services	138,800	(79,000)	3,974.71	(10,936.29)
TOTAL ECONOMIC SERVICES	**1,075,400**	**(350,600)**	**23,840.45**	**(122,774.62)**
OTHER PROPERTY & SERVICES				
Private Works	5,000	(6,200)	3,500.00	(2,778.95)
Public Works Overhead	2,000	0	807.18	(49,743.91)
Plant Operation Costs	50,000	0	8,104.84	(65,626.96)
Workers Compensation	0	0	1,614.41	(1,614.41)
Salaries & Wages	0	0	0.00	(61,935.98)
Unclassified	5,000	(90,000)	8,800.00	(11,265.25)
TOTAL OTHER PROPERTY & SERVICES	**62,000**	**(96,200)**	**22,826.43**	**(192,965.46)**
TOTAL OPERATING	**7,349,700**	**(7,115,400)**	**3,746,901.01**	**(1,652,780.70)**

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

12: CAPITAL DISPOSALS AND ACQUISITIONS

	Resp. Officer	Class	Budget Revenue 2022/23	Budget Expense 2022/23	Actual Revenue 2022/23	Actual Expense 2022/23
GOVERNANCE						
Bhill Admin Building - enclose carport/install roller doors	MOW	BS	0	(30,000)	0.00	0.00
Plant Replacement						
Ford Everest Wagon - BHT150	MOW	P&E	45,000	(60,000)	50,000.00	(61,199.82)
Ford Everest Wagon - BH000	MOW	P&E	40,000	(55,000)	41,818.18	(54,003.23)
		Total	**85,000**	**(145,000)**	**91,818.18**	**(115,203.05)**
EDUCATION & WELFARE						
Tambellup Youth Centre - buildings upgrades/office	SSPO	BS	0	(100,000)	0.00	0.00
Tambellup Youth Centre - extend seal (court surface/parking)	SSPO	I-O	0	(20,000)	0.00	0.00
		Total	**0**	**(120,000)**	**0.00**	**0.00**
HOUSING						
Lavieville Lodge - Unit 3 renovation	MOW	BNS	0	(25,000)	0.00	0.00
Sale of 27 East Terrace, Tambellup	MFA	BNS	180,000	0	180,000.00	0.00
		Total	**180,000**	**(25,000)**	**180,000.00**	**0.00**
COMMUNITY AMENITIES						
Broomehill Cemetery - seating under gazebo	MOW	I-O	0	(8,000)	0.00	0.00
		Total	**0**	**(8,000)**	**0.00**	**0.00**
RECREATION & CULTURE						
Broomehill Hall - security upgrades windows/doors	MOW	BS	0	(8,500)	0.00	0.00
Broomehill RSL Hall (playgroup) - toilet upgrades	MOW	BS	0	(15,000)	0.00	(48.91)
Broomehill RSL Hall (playgroup) - shade sails	MOW	I-P	0	(7,000)	0.00	0.00
Broomehill Museum - machinery shed	MOW	BS	0	(20,000)	0.00	0.00
		Total	**0**	**(50,500)**	**0.00**	**(48.91)**
TRANSPORT						
Buildings						
Tambellup Depot workshop - oil store	MOW	BS	0	(15,000)	0.00	0.00
Tambellup Depot machinery shed (concrete bay)	MOW	BS	0	(10,000)	0.00	0.00
Plant Replacement						
Mack Truck - trade for prime mover - BHT125	MOW	P&E	100,000	(285,000)	0.00	0.00
Caterpillar Loader - TA281	MOW	P&E	90,000	(350,000)	0.00	0.00
Isuzu NLR55 light tipper - BH009	MOW	P&E	20,000	(45,000)	0.00	0.00
Toro GM360 Mower - BHT84	MOW	P&E	10,000	(45,000)	0.00	0.00
Ford Ranger XLT with canopy - 1TA	MOW	P&E	37,000	(52,000)	0.00	0.00
Ford Ranger Wildtrak - TA001	MOW	P&E	84,000	(99,000)	42,272.73	(51,642.68)
Ford Ranger dual cab - BH00	MOW	P&E	30,000	(40,000)	0.00	0.00
Ford Ranger dual cab - BH003	MOW	P&E	35,000	(50,000)	0.00	0.00
Ford Ranger extra cab - BH014	MOW	P&E	30,000	(45,000)	0.00	0.00
Ford Ranger dual cab - TA052	MOW	P&E	30,000	(45,000)	0.00	0.00
Ford Ranger dual cab - TA005	MOW	P&E	35,000	(50,000)	0.00	0.00
Isuzu Jetpatcher	MOW	P&E	80,000	0	0.00	0.00
Sundry Plant	MOW	P&E	0	(20,000)	0.00	(10,080.00)
Townscape						
Townscape works - Tambellup (footpaths)	MOW	I-F	0	(50,000)	0.00	0.00
Townscape works - Broomehill (Journal/GS Hwy intersection)	MOW	I-F	0	(590,000)	0.00	(102,201.70)
Regional Road Group						
Tieline Rd - repair failed pavement, widen shoulder & seal	MOW	I-R	0	(165,000)	0.00	(8,845.38)
Tambellup West Rd - repair failed pavement, reseal	MOW	I-R	0	(150,000)	0.00	(10,579.64)
Warrenup Rd - reconstruct gravel section to 7.0m, seal	MOW	I-R	0	(420,000)	0.00	(2,158.50)
Tieline Rd - repair failed sections, widen shoulders & seal	MOW	I-R	0	(540,000)	0.00	(1,908.79)
Roads to Recovery						
Toolbrunup Road - extend seal to Tallents Rd	MOW	I-R	0	(160,000)	0.00	0.00
Chillicup Rd - construct & seal	MOW	I-R	0	(244,100)	0.00	(56,499.15)

SHIRE OF BROOMEHILL-TAMBELLUP
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 31 October 2022

12: CAPITAL DISPOSALS AND ACQUISITIONS

	Resp. Officer	Class	Budget Revenue 2022/23	Budget Expense 2022/23	Actual Revenue 2022/23	Actual Expense 2022/23
Local Roads & Community Infrastructure Program Phase 2						
Nymbup Road - repair & extend culverts	MOW	I-R	0	(20,000)	0.00	0.00
Emergency Management Incident Control Centre	SSPO	F&E	0	(25,000)	0.00	(1,280.00)
Greenhills South Rd - widen, reconstruct, seal	MOW	I-R	0	(150,000)	0.00	0.00
Add back Job Depreciation		I-R	0	141,800	0.00	5,215.00
		Total	**581,000**	**(3,523,300)**	**42,272.73**	**(239,980.84)**
ECONOMIC SERVICES						
Holland Track Interpretive Centre	SSPO	BS	0	(80,000)	0.00	0.00
Broomehill Caravan Park - building upgrades/storage	MOW	BS	0	(41,000)	0.00	0.00
Tambellup Caravan Park - cabins	CEO	BS	0	(150,000)	0.00	0.00
Tambellup Caravan Park - park infrastructure	CEO	I-O	0	(550,000)	0.00	0.00
Tambellup Caravan Park - building upgrades	CEO	BS	0	(150,000)	0.00	0.00
Water efficiencies - Tambellup (Gordon St)	MOW	I-W	0	(25,000)	0.00	0.00
Water tanks (4 locations) completion c/fwd from 21/22	MOW	I-W	0	0	0.00	(3,567.30)
Standpipe Greenhills North Rd - controller replacement	MOW	I-W	0	(15,500)	0.00	0.00
Standpipe Tamb West, Crawford & Cemetery Rd - upgrades	MOW	I-W	0	(17,500)	0.00	0.00
		Total	**0**	**(1,029,000)**	**0.00**	**(3,567.30)**
TOTAL			**846,000**	**(4,900,800)**	**314,090.91**	**(358,800.10)**
LAND HELD FOR RESALE		LR	0	0	0.00	0.00
LAND - FREEHOLD		LF	0	0	0.00	0.00
BUILDINGS - NON SPECIALISED		BNS	180,000	(25,000)	180,000.00	0.00
BUILDINGS - SPECIALISED		BS	0	(619,500)	0.00	(48.91)
PLANT & EQUIPMENT		P&E	666,000	(1,241,000)	134,090.91	(176,925.73)
FURNITURE & EQUIPMENT		F&E	0	(25,000)	0.00	(1,280.00)
INFRASTRUCTURE - ROADS		I-R	0	(1,707,300)	0.00	(74,776.46)
INFRASTRUCTURE - FOOTPATHS		I-F	0	(640,000)	0.00	(102,201.70)
INFRASTRUCTURE - PARKS & OVALS		I-P	0	(7,000)	0.00	0.00
INFRASTRUCTURE - WATER SUPPLY		I-W	0	(58,000)	0.00	(3,567.30)
INFRASTRUCTURE - OTHER		I-O	0	(578,000)	0.00	0.00
			846,000	**(4,900,800)**	**314,090.91**	**(358,800.10)**
RESERVE TRANSFERS from/(to)						
Leave Reserve	MFA		95,600	(51,800)	0.00	0.00
Plant Replacement Reserve	MFA		390,000	(452,500)	0.00	0.00
Building Reserve	MFA		50,000	(188,300)	0.00	0.00
Computer Reserve	MFA		0	(5,800)	0.00	0.00
Tambellup Rec Ground & Pavilion Reserve	MFA		0	(6,000)	0.00	0.00
Broomehill Rec Complex Reserve	MFA		0	(10,300)	0.00	0.00
Building Maintenance Reserve	MFA		23,500	(20,900)	0.00	0.00
Sandalwood Villas Reserve	MFA		0	(11,700)	0.00	0.00
Broomehill Synthetic Bowling Green Replacement Reserve	MFA		0	(10,000)	0.00	0.00
Refuse Sites Post Closure Management Reserve	MFA		0	(5,600)	0.00	0.00
Lavieville Lodge Reserve	MFA		25,000	(11,500)	0.00	0.00
Townscape Plan Implementation Reserve	MFA		100,000	(3,600)	0.00	0.00
Tambellup Synthetic Bowling Green Replacement Reseve	MFA		0	(8,100)	0.00	0.00
Tourism & Economic Development Reserve	MFA		40,000	(800)	0.00	0.00
			724,100	**(786,900)**	**0.00**	**0.00**
LOANS						
Loan Repayments	MFA		0	(131,800)	0.00	(23,194.79)
			0	**(131,800)**	**0.00**	**(23,194.79)**
TOTAL CAPITAL			**1,570,100**	**(5,819,500)**	**314,090.91**	**(381,994.89)**

SHIRE OF BROOMEHILL-TAMBELLUP
Municipal Fund & Trust Fund Payments for the month ending 31 October 2022
Presented to Council on 17 November 2022
Local Government (Financial Management) Regulations 1996 - No. 12 & No. 13

Chq/EFT	Date	Name	Description	Municipal Fund	Trust Fund
CHEQUES					
4321	10/10/2022	MCLEODS BARRISTERS AND SOLICITORS	Legal advice - Flat Rocks Windfarm - 01/09/22 to 28/09/22	1,763.74	
4322	11/10/2022	TAMBELLUP BUSINESS CENTRE INC.	Rate concession grated for assessment A505 96 TAMBELLUP WEST ROAD TAMBELLUP 6320	2,775.07	
4323	18/10/2022	SYNERGY	Streetlights - Electricity Usage 25/08/22 to 24/09/22	2,779.49	
EFT					
EFT14919	10/10/2022	124 TAMBELLUP STORE	September 2022 - Newspapers, Groceries, Fuel & Catering	1,267.36	
EFT14920	10/10/2022	ALLWORK CIVIL	Install Speed Humps & Line Marking - Waste Transfer Stations	1,980.00	
EFT14921	10/10/2022	AMPAC DEBT RECOVERY (WA) PTY LTD	Rates debt collection costs - w/e 30/09/2022	1,628.00	
EFT14922	10/10/2022	AMPOL CARD (prev Caltex Star Card)	Fuel BHT150, BH000 & 1TA - September 2022	1,656.58	
EFT14923	10/10/2022	AUSQ TRAINING	Advanced Traffic Management Training 17-20/10/22 - B.Skinn	1,490.00	
EFT14924	10/10/2022	AUSTRALIAN COMMUNICATIONS & MEDIA AUTHORITY	Land/Mobile Licence 254569/1 to 22/10/23	114.00	
EFT14925	10/10/2022	AUSTRALIAN MINERAL FERTILISERS	25kg Lawn & Turf (GS) All Season Bag x 60 - Ovals	2,401.08	
EFT14926	10/10/2022	AUSTRALIAS SOUTH WEST	2022 Bloom Festival - Event Registration	50.00	
EFT14927	10/10/2022	BEST OFFICE SYSTEMS	Broomehill copier - Minimum Charge as per Agreement	49.50	
EFT14928	10/10/2022	BGL SOLUTIONS	Spearhead Herbicide - 5L per Hectare - TA Oval - Broadleaf	2,436.50	
EFT14929	10/10/2022	BOC LIMITED	Cylinder Rent - Depot - 29/08/22 to 27/09/22 - Oxygen x1, Dissolved Acetylene x2, Argoshield x1	50.82	
EFT14930	10/10/2022	BREEZE CONNECT	Telephone Charges - September 2022 - 01/09/22 to 30/09/22	456.01	
EFT14931	10/10/2022	BROOMEHILL HERITAGE GROUP	Reimburse Broomehill Heritage Group Public Liability & Volunteer Accident Premiums - 16/06/22 to 16/06/23	1,218.94	
EFT14932	10/10/2022	BUNNINGS ALBANY	Besser Block WA x63 - Asphalt Pack 20kg x64 - TA West Road	1,141.07	
EFT14933	10/10/2022	CLAW ENVIRONMENTAL PTY LTD	Process & Remove All Drums in DrumMuster Compound - Tamb	1,997.71	
EFT14934	10/10/2022	CORNER SHOP MUSEUM INC.	Reimburse Cornershop Museum Public Liability Premium 2022/2023	823.94	
EFT14935	10/10/2022	CORSIGN WA Pty Ltd	Street Signs x 10, Signs for Tieline Road & Warrenup Road	7,818.80	
EFT14936	10/10/2022	DEPARTMENT OF FIRE & EMERGENCY SERVICES	2022/2023 Emergency Services Levy - Shire properties	2,790.00	
EFT14937	10/10/2022	G11 TEAM	Strategic Community Plan Review - September 2022	7,150.00	
EFT14938	10/10/2022	GLOBE AUSTRALIA PTY LTD	Dynafog Carburettor x 2 - Fogger	473.40	
EFT14939	10/10/2022	GOOP TRADING T/AS BROOMEHILL POST OFFICE & HARDWARE	Broomehill Postage - September 2022	44.00	
EFT14940	10/10/2022	HARBOUR SOFTWARE PTY LTD	Docs on Tap Annual Subscription Fee - to 27/11/23	3,979.80	
EFT14941	10/10/2022	HEWER CONSULTING SERVICES	Prepare RRG Submissions - 2022/2023	3,355.00	
EFT14942	10/10/2022	IT VISION AUSTRALIA PTY LTD	BPMS Services - Rates - September 2022	4,158.00	
EFT14943	10/10/2022	J BLACKWOOD & SON	Part Order - Bags Garbage 55L Green (50) x 2	35.64	
EFT14944	10/10/2022	KATANNING H HARDWARE	Sleeper Pine 200x75mm x 5 - BH Oval	459.70	
EFT14945	10/10/2022	KATANNING PANEL BEATING	Supply and Fit Genuine Windscreen - BH003 & TA005	2,618.12	

Chq/EFT	Date	Name	Description	Municipal Fund	Trust Fund
EFT14946	10/10/2022	KATANNING STOCK AND TRADING	Grab Rail Handle - TA386	61.75	
EFT14947	10/10/2022	L. E. GARSTONE PLUMBING	Replace Tampering Valve at Unit 5 Sandalwood - Repair Gas Pipe at Broomehill; Recreation Complex	728.00	
EFT14948	10/10/2022	LANDGATE	Rural UV Interim Valuation Shared - R2022/3 - 23/07/22 to 02/09/22 - R2022/4 - 03/09/22 to 16/09/22	314.88	
EFT14949	10/10/2022	LGISWA	Flu Vaccinations & Hearing Tests - May 2022	38.68	
EFT14950	10/10/2022	LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA	Great Southern Branch Event - 07/10/22 - A Middleton, K O'Neill, P Hull, P Vlahov & A Richardson	665.00	
EFT14951	10/10/2022	LW HULL	Roadside Spraying inc Chemicals - August 2022	21,083.30	
EFT14952	10/10/2022	MARKETFORCE	Advertising Great Sthn Herald 08/09/22 - Public Notices - Annual Electors Meeting	221.98	
EFT14953	10/10/2022	OFFICEWORKS	Tripod Projector Stand, EPSON Projector, Lenovo Flex Idea Pad - Broomehill Library (equipment grant)	2,014.85	
EFT14954	10/10/2022	PERFECT COMPUTER SOLUTIONS PTY LTD	Monthly Monitoring Fee Sep 22 - Labour x1.75hrs - 20/09 New User - 21/09 3cxNUC - 23/09 cso3 - 28/09	382.50	
EFT14955	10/10/2022	PL BOLTO & CO	Appraisal of Rental Properties (Staff Housing)	165.00	
EFT14956	10/10/2022	QUALITY PRESS	Bush Fire Brigade Consumables inc Vehicle Stickers, TCards, Fire Diaries, Permit Books	1,452.55	
EFT14957	10/10/2022	RECHARGE-IT (Danai Pty Ltd)	Remanufactured Canon & HP Black Toner Cartridge	81.00	
EFT14958	10/10/2022	RESONLINE	Broomehill Caravan Park Online Booking System - Sept 22	134.31	
EFT14959	10/10/2022	TOLL TRANSPORT PTY LTD	Freight to 25/09/2022	59.94	
EFT14960	10/10/2022	TOWN PLANNING INNOVATIONS	General Planning Services - September 2022	330.00	
EFT14961	10/10/2022	WARREN BLACKWOOD WASTE	September 2022 - Management of Waste Transfer Stations; Household rubbish & recycling collections	20,366.24	
EFT14962	10/10/2022	WAYFOUND	Holland Track Logo - Recreate, Set Up & Usage Guide	528.00	
EFT14963	10/10/2022	WURTH AUSTRALIA PTY LTD	Windscreen Cleaner 5L, Roof Screws, Blind Rivets, Hose Clamps, Plug Housing	355.08	
EFT14964	11/10/2022	ALLWEST WINDMILLS & PUMPS	Return of Broomehill Caravan Park Bond	200.00	
EFT14965	11/10/2022	CHILD SUPPORT AGENCY	Payroll deductions	362.45	
EFT14966	11/10/2022	DANICE MARIE DOROGI	Return of Broomehill Caravan Park Bond	200.00	
EFT14967	11/10/2022	DEPARTMENT OF COMMUNITIES	Refund credit on rate assessment A345	681.58	
EFT14968	11/10/2022	MICHAEL TROY PENNY	Refund credit on rate assessment A175	6,000.00	
EFT14969	11/10/2022	MOHAMMED SHAID ISMAIL	Return of Broomehill Caravan Park Bond	200.00	
EFT14970	11/10/2022	Peter Olden	Refund overpayment on rate assessment A110	3,278.23	
EFT14971	11/10/2022	THERESE CROSBY	Return of Hall Bond and Key Deposit - Tambellup Hall	550.00	
EFT14972	18/10/2022	ALBANY ALLSOILS LANDSCAPE SUPPLIES	Organic Soil Conditioner x 12m3 - Muja Black Mulch x 12m3 - Broomehill Oval	2,496.00	
EFT14973	18/10/2022	ALBANY YOUTH SUPPORT	Provision of Youth Outreach Services to 07/10/22	7,333.33	
EFT14974	18/10/2022	CITY OF ALBANY	SLWA Regional Subsidy 2022/2023 & Annual Spydus Licence and Support	4,529.80	

Chq/EFT	Date	Name	Description	Municipal Fund	Trust Fund
EFT14975	18/10/2022	ENVIRONMENTAL INDUSTRIES	Return of Broomehill Caravan Park Bonds	400.00	
EFT14976	18/10/2022	GREAT SOUTHERN GEOTECHNICS	Geotec Survey and Report for Subgrade - Journal St Broomehill	4,933.50	
EFT14977	18/10/2022	IT VISION USER GROUP	IT Vision User Group - Membership Subscription - 2022/2023	770.00	
EFT14978	18/10/2022	J BLACKWOOD & SON	Sign Floor Stand 'Wet Floor' - TA Hall	16.59	
EFT14979	18/10/2022	KATANNING RETICULATION AND PUMP SUPPLY	6stn Orbit Controller - 63 Taylor Street	214.00	
EFT14980	18/10/2022	KESTON ECONOMICS	Business Case - Tambellup Caravan Park, Taylor Street - Delivery of First Draft	11,210.76	
EFT14981	18/10/2022	KOJONUP TYRE SERVICE	Supply and Fit Kuhmo Tyre 235/75R17.5 - TA017	451.00	
EFT14982	18/10/2022	MADDISON KIMBERLEY ROBSON	Refund credit on rate assessment A6096	129.10	
EFT14983	18/10/2022	OFFICEWORKS	JB Porcelain Whiteboard 1200x900SR	304.14	
EFT14984	18/10/2022	PATHWEST	MIN007 Drug Screen - 16/08/22 - Phil Pink	35.00	
EFT14985	18/10/2022	TAMBELLUP G & T MOTORS	September 2022 - Account - 2 Stroke Oil, Archer Spark Plug, Cut Off Wheel, Fuse	45.45	
EFT14986	18/10/2022	TAMBELLUP POST OFFICE	September 2022 - Postage & Mail Outs x 2	191.80	
EFT14987	18/10/2022	TAMBELLUP PRIMARY SCHOOL	Showcase in Pixels Exhibition Entry 2022 - Paint Supplies	413.99	
EFT14988	18/10/2022	TELSTRA	Phone Usage Charges to 01/10/22 - Phone Sevice Charges to 01/11/22	1,898.16	
EFT14989	18/10/2022	WA LOCAL GOVERNMENT ASSOCIATION	Cr J Wills - 'Serving on Council' eLearning	214.50	
EFT14990	18/10/2022	WITHERS AND ASSOCIATES PTY LTD	Public Health Plan - Second Stage Preparation Survey & Report	4,812.50	
EFT14991	18/10/2022	WREN OIL	4600L Oil Waste Disposal - Admin & Compliance Fees	16.50	
EFT	11/10/2022	SALARIES & WAGES	Wages for fortnight ending 07 October 2022	60,681.96	
EFT	25/10/2022	SALARIES & WAGES	Wages for fortnight ending 21 October 2022	59,012.82	
DIRECT DEBITS					
DD6622.1	11/10/2022	AWARE SUPER	Superannuation contributions	8,431.55	
DD6622.2	11/10/2022	HOSTPLUS SUPERANNUATION FUND	Superannuation contributions	1,077.99	
DD6622.3	11/10/2022	AMP SUPERANNUATION SAVINGS TRUST (SST)	Superannuation contributions	516.72	
DD6622.4	11/10/2022	MACQUARIE SUPER CONSOLIDATOR II	Superannuation contributions	169.38	
DD6622.5	11/10/2022	NETWEALTH SUPERANNUATION	Superannuation contributions	130.24	
DD6622.6	11/10/2022	AUSTRALIAN SUPER	Superannuation contributions	490.75	
DD6622.7	11/10/2022	MLC NAVIGATOR RETIREMENT PLAN	Superannuation contributions	305.89	
DD6622.8	11/10/2022	PRIME SUPER	Superannuation contributions	266.06	
DD6622.9	11/10/2022	ANZ SMART CHOICE SUPER	Superannuation contributions	278.30	
DD6631.1	25/10/2022	AWARE SUPER	Superannuation contributions	8,363.93	
DD6631.2	25/10/2022	AMP SUPERANNUATION SAVINGS TRUST (SST)	Superannuation contributions	774.52	
DD6631.3	25/10/2022	HOSTPLUS SUPERANNUATION FUND	Superannuation contributions	1,077.99	
DD6631.4	25/10/2022	MACQUARIE SUPER CONSOLIDATOR II	Superannuation contributions	168.70	
DD6631.5	25/10/2022	NETWEALTH SUPERANNUATION	Superannuation contributions	157.55	
DD6631.6	25/10/2022	AUSTRALIAN SUPER	Superannuation contributions	400.51	
DD6631.7	25/10/2022	MLC NAVIGATOR RETIREMENT PLAN	Superannuation contributions	305.89	
DD6631.8	25/10/2022	PRIME SUPER	Superannuation contributions	266.06	

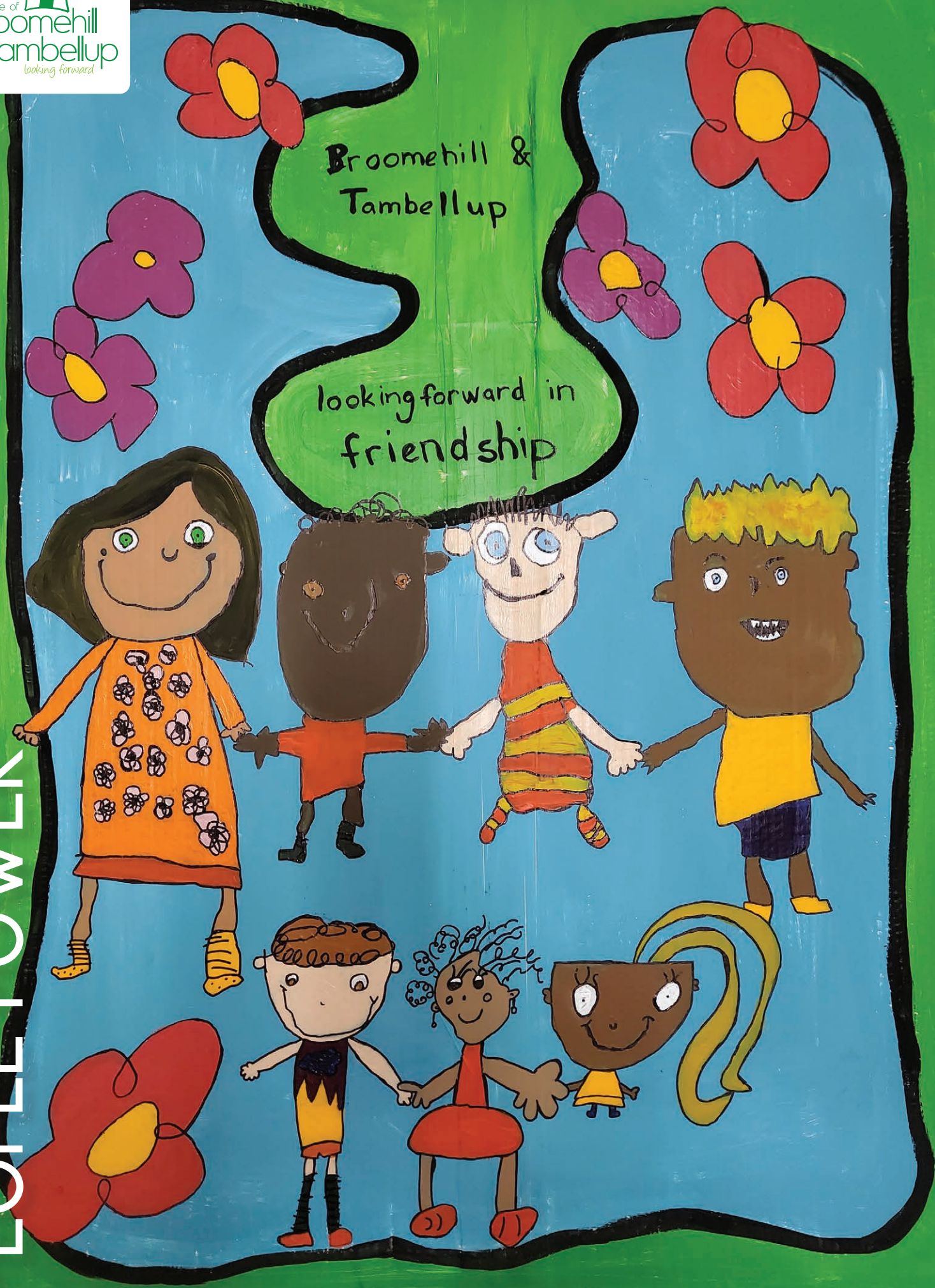
Chq/EFT	Date	Name	Description	Municipal Fund	Trust Fund
DD6631.9	25/10/2022	ANZ SMART CHOICE SUPER	Superannuation contributions	250.32	
174	01/10/2022	BANK FEES	Overdraft Fee Municipal Fund	10.00	
174	03/10/2022	WESTNET	Broomehill Library monthly subscription	29.95	
174	03/10/2022	WESTNET	Mail hosting services	30.00	
174	10/10/2022	AUSSIE BROADBAND	NBN service - Bhill & Tamb offices	158.00	
174	10/10/2022	AUSSIE BROADBAND	NBN service - 17 Taylor St	79.00	
174	17/10/2022	MESSAGE MEDIA	SMS Messaging - Councillors, Fire Brigades	6.11	
174	17/10/2022	3E ADVANTAGE	Tamb Photocopier monthly print management fee	1,398.10	
174	25/10/2022	BANK FEES	Tyro EFTPOS Machine fees	363.51	
174	25/10/2022	BANK FEES	FTS Fees - Creditors and Payroll bulk payments	55.54	
				305,091.05	**-**

CREDIT CARDS			Description	Amount
September	14/10/2022	Chief Executive Officer	Nil Purchases	
			Monthly Card Fee	4.00
			Total CEO	**4.00**
September	14/10/2022	Manager Finance & Administration	Harvey Norman - Coffee machine Tamb Admin	1,899.00
			Sebel Mandurah - Accom for Mosquito Mgt Course D Gale	727.92
			Zoome - monthly subscription	46.18
			Aussie Broadband - nbn 21 Lathom St & 16 Leven St	158.00
			Monthly Card Fee	4.00
			Total MFA	**2,835.10**
September	14/10/2022	Governance & Executive Assistant	Woolworths - groceries for office/depot, catering for Strategic Planning workshop, Bereavement cards	181.79
			Woolworths - groceries & catering for Council & Electors meeting	154.09
			Woolworths - catering for Council & Electors meeting	17.00
			Vietnamese Café Pho - catering for Council meeting	19.00
			BWS - refreshments for Council meetings	153.00
			Monthly Card Fee	4.00
			Total EXA	**528.88**
			Total Credit Cards	**3,367.98**

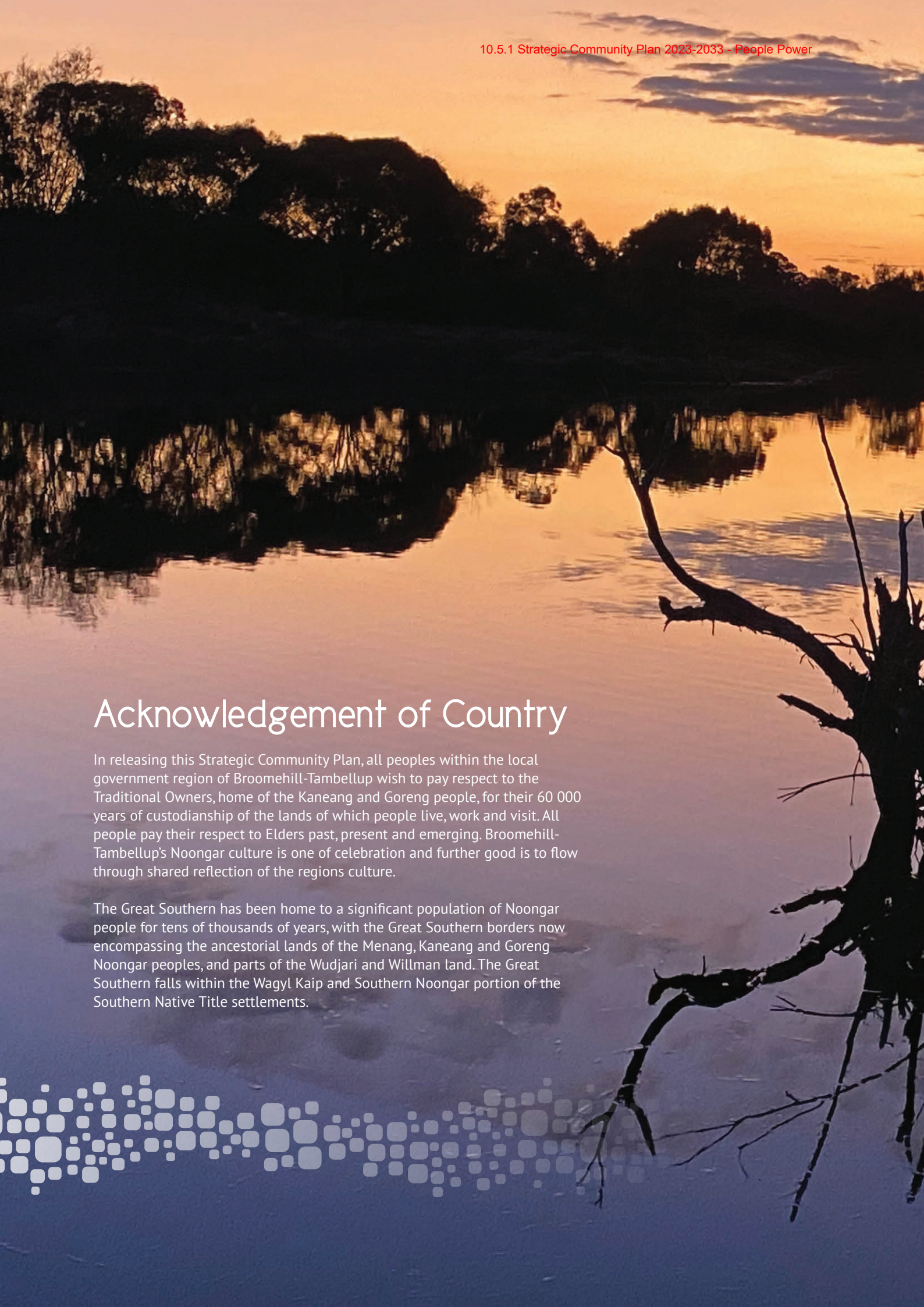
Shire of Broomehill Tambellup
looking forward

PEOPLE POWER

Broomehill-Tambellup Strategic Community Plan 2023 to 2033



Winning artwork 2022
'Showcase in Pixels'



Acknowledgement of Country

In releasing this Strategic Community Plan, all peoples within the local government region of Broomehill-Tambellup wish to pay respect to the Traditional Owners, home of the Kaneang and Goreng people, for their 60 000 years of custodianship of the lands of which people live, work and visit. All people pay their respect to Elders past, present and emerging. Broomehill-Tambellup's Noongar culture is one of celebration and further good is to flow through shared reflection of the regions culture.

The Great Southern has been home to a significant population of Noongar people for tens of thousands of years, with the Great Southern borders now encompassing the ancestorial lands of the Menang, Kaneang and Goreng Noongar peoples, and parts of the Wudjari and Willman land. The Great Southern falls within the Wagyl Kaip and Southern Noongar portion of the Southern Native Title settlements.

Contents

Community Vision	4
Thank you from our Shire President	4
A message from our CEO	5
About Integrated Planning and Reporting	6
Broomehill-Tambellup Back in Time	7-8
Our Community Trends and Views	9-11
Successes of the last strategic phase 2017 to 2022	12
Strategic Community Plan-on-a-Page	13
Key Pillar One	14
Key Pillar Two	15
Our 2022 Vision Case study: Broomehill Pub Cooperative Project	16-17
Key Pillar Three	18
Key Pillar Four	19
Contributing to 'People Power'	20

Broomehill-Tambellup's

Community Vision

a region driven by community spirit



Thank you from our Shire President

It is with great pleasure I present the Strategic Community Plan 2023 to 2033. This plan has been created by the people of Broomehill and Tambellup for the people of Broomehill-Tambellup.

It was created through a series of community engagement sessions, both online and face-to-face. Thank you to those spirited locals who contributed.

During this engagement, one message stuck with me. We must do something extraordinary – otherwise we are going to be in the same position at the end of the strategic phase and the one after that. Our population will be declining, we may lose some of our services, and we we'll be searching for answers. Therefore, its time to do things differently.

Through the engagement process the sense of pride in our region was proved as our strength. This plan harnesses that strength and ignites confidence in progressing our future. We now have a common vision: By 2033 we are to be stamped a 'region driven by community spirit'. We have a full key pillar on enhancing Broomehill-Tambellup's point-of-difference, to really drive towards this visionary position. Through the 2022 engagement, community members have also chosen four values for the community; 'commitment, care, friendship and inclusion'. We will act on, and celebrate, these values to further enable us all to achieve our visionary position.

I encourage every community member to pick up a piece of our new plan – outcomes numbers one to nine – and drive that piece forward. The Shire is there to support us all, however if we rely on the Shire to achieve this plan alone, with its limited funds and workforce, we won't shift forward enough. Our community contribution can be extraordinary.

My favourite piece in the plan is Outcome 9, and specifically part 9.1- anytime trails and adventures. I'm committing to providing much supportive labour on these 'trails' projects. I'm also committing to investing in parts of Outcome 3 – An appreciated culture. I will step-up my commitment to reconciliation, history, art, diversity and recreation to achieve this Outcome. I understand that change starts with me. I encourage all and any community members to commit to any or many, small or large, pieces in this plan. We will gain much confidence in driving our community forward, by such a personal commitment.

Therefore, it is no wonder that this 2023 to 2033 Strategic Community Plan is called 'People Power'. The power of the Broomehill-Tambellup people is greater than the Shire's power alone. Let's do this together.

Shire of Broomehill-Tambellup
Shire President Cr Michael White





A message from our CEO

Kaya. Welcome to Kaneang and Goreng country in the region of Broomehill-Tambellup.

As your new CEO, I look forward to the Shire of Broomehill-Tambellup enabling 'People Power'; Broomehill-Tambellup's new Strategic Community Plan. The Plan looks ten years into the future, and highlights the actions needed for the first four years of that journey.

This plan is well-organised, succinct and ready for action. Thank you to our community members for contributing ideas to provide such a succinct plan. There has been further thought invested in this planning through assessing some good case studies around regional Australia. These case studies have backed the concept of 'People Power'. Yet 'People Power' can only have impact in an area where there is much pride – something that comes out in spades in Broomehill and Tambellup.

Broomehill-Tambellup's new Strategic Community Plan works like a jigsaw. There are nine pieces to the jigsaw which the community and the Shire can action. There are three extra pieces that the Shire is taking on – these are indicated in grey and are numbered 10, 11 and 12. The plan encourages any and all community members to contribute to numbers one to nine. Community members may wish to contribute parts of the pieces, such as 4.1 for those contributing to accommodation at the Imperial Hotel, or 8.2 for community members who wish to help with the Tambellup's Railway Precinct development, and 1.3 if you are interested in storytelling and communications.

By the community and Shire working together to achieve this plan, Broomehill-Tambellup will travel further along its unique visionary position of being 'a region driven by community spirit'.

According to all 'regional small town' research, growth in these nine areas need not be large - in fact lots of little improvements are considered more effective than one or two big efforts. Also, through research, what is most effective in regional small towns, is when a community spirit is encouraged and even fuelled. In Broomehill-Tambellup, we have such spirit, the Shire is now here to harness, elevate and enable that spirit.

One further matter, though, must be considered. Broomehill-Tambellup's population has been declining for some time. To ensure sustainability of our schools, services, housing even roads, the community and the Shire must commit.

On top of the nine community jigsaw pieces, the Shire is adding three further outcomes. We call these outcomes 'support' outcomes. These three are Shire leadership, trust and performance and region-wide knowledge and data. The Shire Council commits to change in these three areas.

If you wish to commit to the first four years of 'People Power', in a small or large way, please come forward and the Shire can assist in your endeavours.

Thank you for your engagement to form 'People Power'; Broomehill-Tambellup's Strategic Community Plan 2023 to 2033.

Shire of Broomehill-Tambellup
CEO Anthony Middleton

About Integrated Planning and Reporting

Planning

The Broomehill and Tambellup community came out in a small force, yet a personal and creative one during the 2022 community engagement phase.

Consequently the Strategic Community Plan for 2023 to 2033 has been formed. This is the guiding document for the next four years until the next Strategic Community Plan is formed in 2026. These plans are for 10 years, but are updated every four years.

This Strategic Community Plan, now uniquely titled "People Power", has been created with the community views as required within the WA Government's Local Government Reform Program. Planning, with an integrated planning and reporting framework, is a nationally consistent approach and is a process legislated under the Local Government Act.

The Strategic Community Plan is the guiding document for both the community and the Shire of Broomehill-Tambellup and also potential partners and investors.

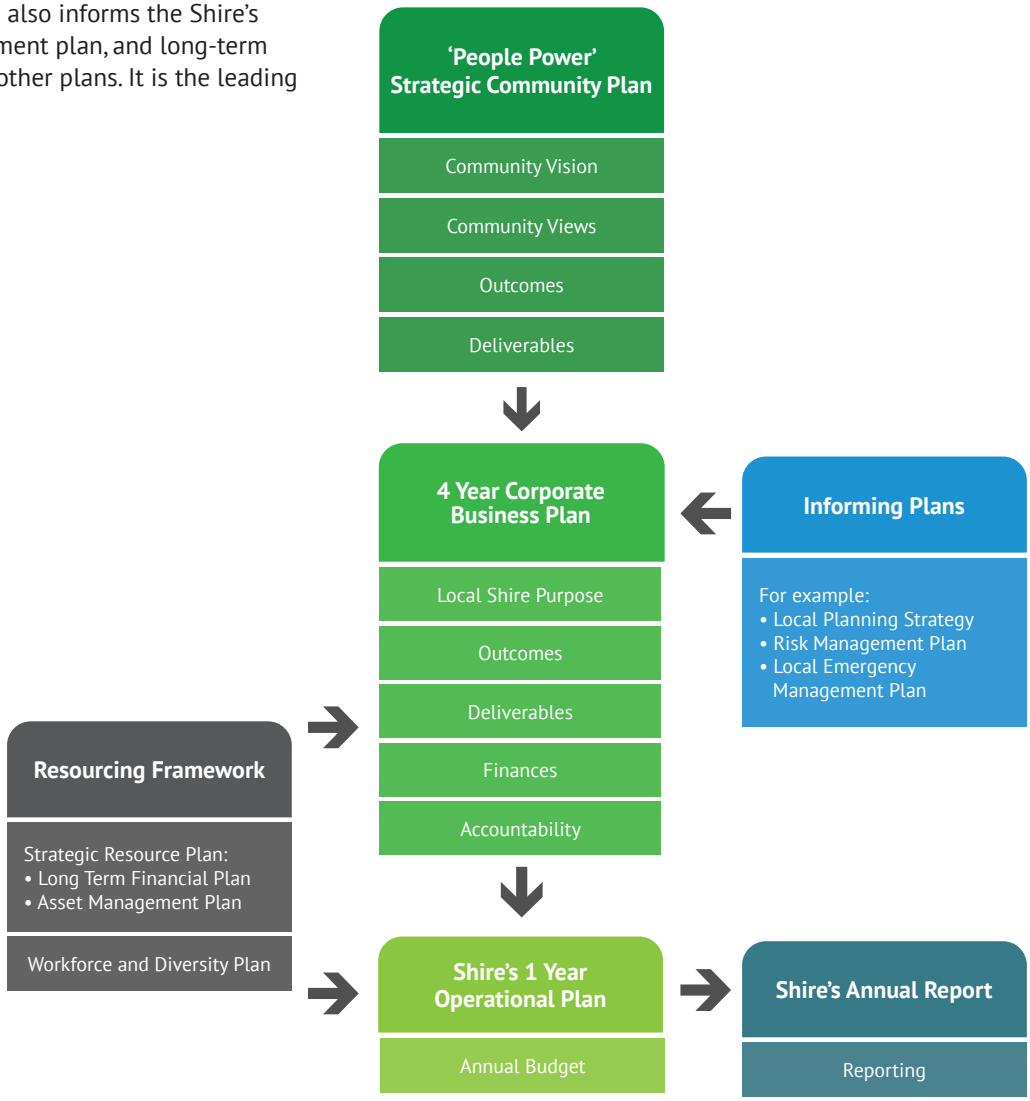
The Strategic Community Plan also informs the Shire's workforce plan, asset management plan, and long-term financial plan, amongst many other plans. It is the leading plan of all.

Reporting

It is the responsibility of the Shire of Broomehill-Tambellup to keep the community informed as to the progress of 'People Power'. This will occur through quarterly reporting to the community in both number and written form, as confirmed in outcome 11 of this plan. This reporting will be completed at a much higher level in this strategic phase 2023 to 2026.

Reporting is released to the community through all Shire communications streams. The Shire of Broomehill-Tambellup also reports performance via the Annual Report. All communication about the Strategic Community Plan will contain language, numbering and branding of 'People Power' for clarity and transparency.

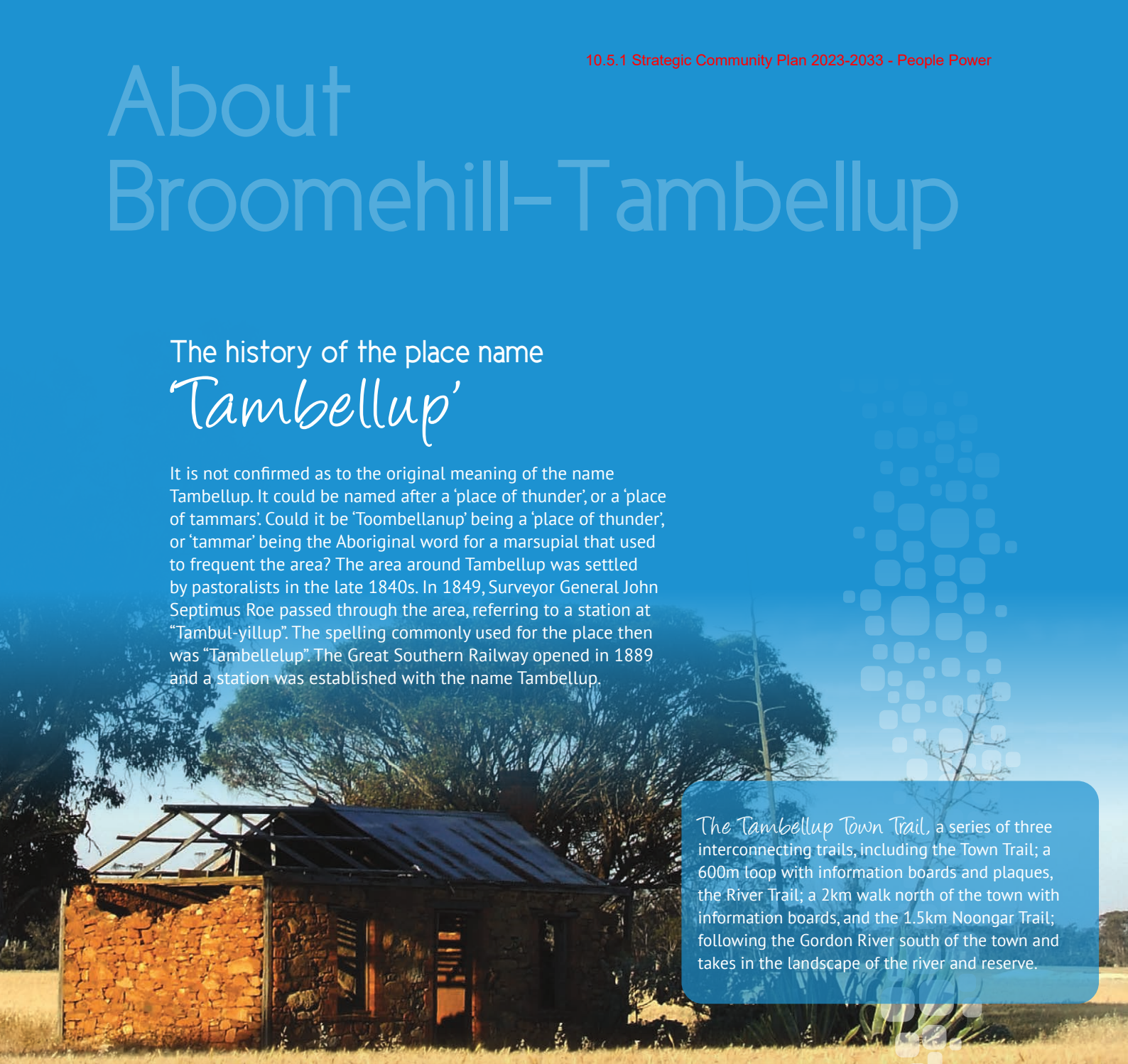
Broomehill-Tambellup's Integrated Planning and Reporting hierarchy looks like this map below:



About Broomehill–Tambellup

The history of the place name 'Tambellup'

It is not confirmed as to the original meaning of the name Tambellup. It could be named after a 'place of thunder', or a 'place of tammars'. Could it be 'Toombellanup' being a 'place of thunder', or 'tammar' being the Aboriginal word for a marsupial that used to frequent the area? The area around Tambellup was settled by pastoralists in the late 1840s. In 1849, Surveyor General John Septimus Roe passed through the area, referring to a station at "Tambul-yillup". The spelling commonly used for the place then was "Tambellelup". The Great Southern Railway opened in 1889 and a station was established with the name Tambellup.



The Tambellup Town Trail, a series of three interconnecting trails, including the Town Trail; a 600m loop with information boards and plaques, the River Trail; a 2km walk north of the town with information boards, and the 1.5km Noongar Trail; following the Gordon River south of the town and takes in the landscape of the river and reserve.

The history of the place name 'Broomehill'

A group of settlers from the now extinct town of Eticup (Ettakup) moved to Broome Hill to help establish of a township after the construction of the Great Southern Railway. The name Ettakup is an Aboriginal word pronounced 'Yee-ti-cup'. Broome Hill was named after Sir Frederick Napier Broome (1842–96) who was then the Governor of Western Australia. The official spelling of Broome Hill was changed to Broomehill in 1959. 'People Power' was in full force with the local Progress Association being formed in 1905 with C.J. Darcy taking the position of Chairman.

The Holland Track, a well-known walking and 4WD track, begins in Broomehill and ends in Coolgardie. The 700 kilometres track was established in 1893 by the pioneer John Holland through the bush via Newdegate to the goldfields at Coolgardie to open up the goldfields to the world during the gold rush'



1913

Broomehill General Store

Clune Bros. General Store 1913

Located in the Jones' Building, Broomehill



1917

Picnic at Tambellup

22 November 1917

Source: State Library of Western Australia

1950

Tambellup Shearing Sheds

Badjaling/Winmar collection of photographs

Source: State Library of Western Australia



Our Community Trends:

Community Engagement 2022

In September 2022, the Broomehill and Tambellup people came together to express their long-term vision for the region. A sample of **66** residents and workers contributed to the community engagement phase, from both Broomehill and Tambellup. A further **20** provided their views through an online or written survey, or via email.

Here are the Broomehill-Tambellup community member's wishes:

Through engagement, Broomehill-Tambellup's common words and phrases to explain its point-of-difference includes:

- Good sense of humour
- Everyone is family
- Community spirit
- Town of Friendship
- Great natural resources
- Harmony
- Place to live, work, and raise a family



Over the next ten years, the community has asked for the Place to live, work, and raise a family to be delivered by their fellow community members:

1. Advancing the connection within all cultural groups.
2. More accommodation; small scale, seasonal and tourism accommodation.
3. Meeting/gathering places to be alive and vibrant.
4. Recognising and celebrating natural attractions.



Community members are calling upon fellow community members to deliver the following BLUE SKY ideas:

22% said culture and heritage (eg Noongar tourism)
22% said built form (eg playground)
15% said events (eg Tambellup Show, a caravan and camping show)
15% said agricultural initiatives (eg agricultural university, agricultural training centre)

Community members are calling upon fellow community members to deliver the following within the next four years:

26% said improved public spaces
26% said more people
19% said more range of services
15% said more short-term accommodation
15% said improved cultural inclusion



OUR POIGNANT VIEWS

"We find it hard to sell ourselves, we don't appreciate what we've got, and we lack confidence."

"Communities are looking forward and taking more ownership."

"We wish to set up on-farm accommodation, but we'd need less red tape."

"Community cropping and co-operatives are successful."

"There's still quite the difference between Broomehill and Tambellup – I think this is okay though."

"We have businesses wanting to set up in town but they can't come because there's nowhere for them to live."

"We need to project ourselves as a strong community, with strong clubs and pubs."

" All towns around Australia have a museum – we need to do something different to a museum to attract people here."

"I get a lot of compliments about the Broomehill caravan park."

"It would be good to better look after the after-hours activity to decrease the risk of crime."

"Its hard to get involved in Broomehill if you are not sporty."

"Economic development is the only way we can grow."

"Let the kids do their artwork on brick walls and tennis courts."

"Since 2006, Broomehill Village has built 43 units and they are all filled."

"We have a lot of retirees, singles and couples but not many families. School numbers are down – halved in numbers."

"If we rethink how we speak with each other, to help the other person understand, we'll help all of us to work together better."

"The service quality is good, but the quantity is not."

"The region is covered in telecommunication black spots."

"We need to find the one idea that sets us apart from every other place."

"Care, love and respect is what we need in our community."

"Parking must be maintained."

"We need to knock down derelict houses and restore the heritage buildings."

"Our farmers are not willing to support new businesses when they do try and set up here."

"We would benefit from attracting new industry here like Gnowangerup and Hyden have by opening up land, and providing support through rates rebates whilst they are establishing."

"I'd like the Noongar farm to be home to a shearing school instead of the one at Rylington Park."

"I wish for facilities for electronic vehicles."

"We could be the carbon credit capital of WA."

"When a person dies, we get 150 to 200 people at their funeral."

"Our social services are okay, but we need to do more in mental health."

"People who like to live in this area are retirees and young families on a basic wage. We should focus on this target group."

"It can be quite lonely in the country, but everyone looks after each other."

"We would love to capture the stories around the Old Reserve. And put a plaque up to recognise and pay respect to the historical significance of the land."



Top three themes from Broomehill-Tambellup's 2022 Community Engagement are:

Natural Places | **Accommodation** | **Cultural Connection**

Junior Primary School's student's vision of the future

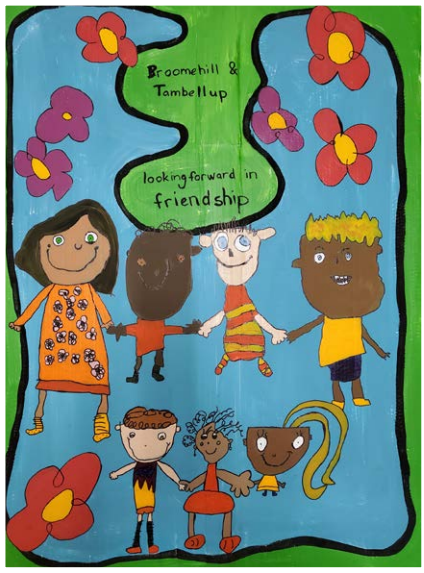
2022 winning entry in 'Showcase in Pixels' at Yagan Square Perth. Category–Junior primary school.

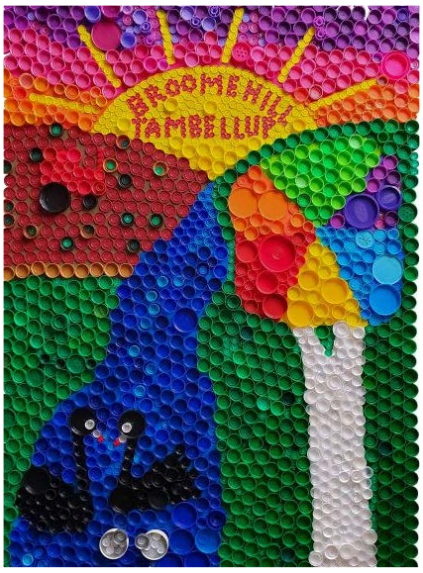
Mrs. Virginia Baker's art class years PP–3.
Acrylic paint and marker on recycled cardboard.

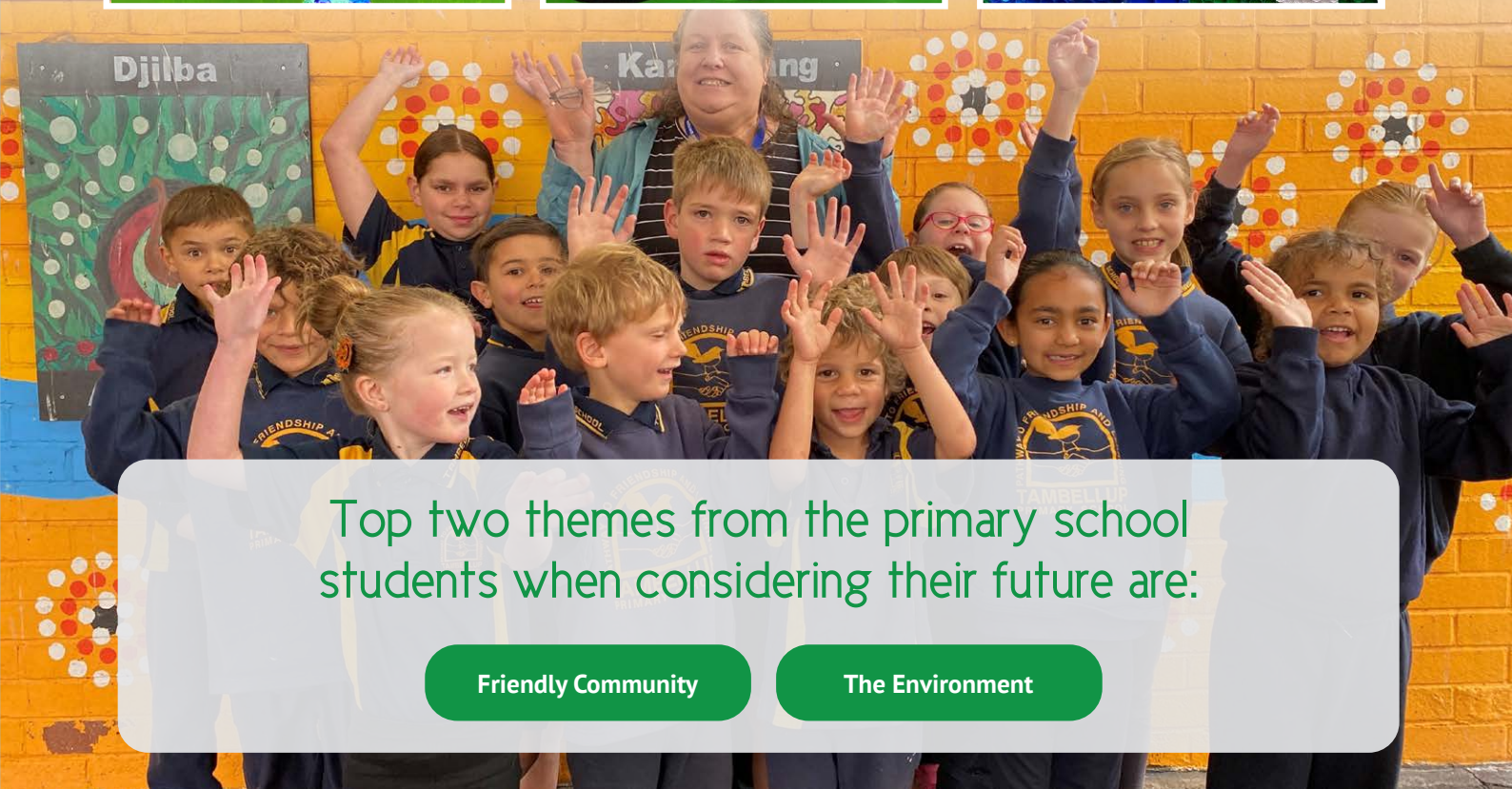
"When looking for inspiration for this year's entry the children were asked two questions. Firstly, what is it that they like about living where they live? Secondly, what would you change about where you live? They had many different ideas but there were two overriding themes. They wanted to make sure **the environment was looked after** in future years but one thing they did not want to change was the friendships they had and the **friendly feeling of where they live**. The children were asked to create a picture of what a good friend looks like.

It was heart-warming to see and confirm that friends come in all shapes and sizes. In the artwork the blue represents the Gordon River which flows through the heart of Broomehill-Tambellup. The surrounding green represents the natural environment that the children want to preserve. The flowers have a two-fold representation: the appeal of nature through a child's eye and the giving of gifts in friendship. The pictures created show what a good friend looks like through a child's eye. They are holding hands to represent the friendship that not only the children have but also the people within the community. It is through this friendship that we can all face change."









Top two themes from the primary school students when considering their future are:

Friendly Community

The Environment

Broomehill-Tambellup Success 2017 to 2022

According to the community, the successes in the last strategic phase were:

- The community cropping in Tambellup
- The bowls greens
- The CWA roof
- Development of the Broomehill Caravan Park
- The accredited Visitor Centre
- A youth worker supporting youth development.
- The 'Strong and Proud' youth program
- The re-building of the Pavilion
- Amalgamation of the sporting clubs
- The re-build of the heritage trails
- Houses being built in Broomehill
- The Broomehill fire station
- Community Co-operative buying the Imperial Hotel, Broomehill
- The Antique Fair attracting about 160 people
- The extensions to CBH
- The frontage to the museum and hotel at Broomehill
- The communities looking forward and taking ownership
- The housing and independent living units
- The new deli and staff adding value and friendship



Strategic Community Plan-on-a-Page

A plan for the aspirational strategic phase 2023 to 2033, with delivery within this current four-year phase 2023 to 2026. This plan is to be delivered by all community members, if they so desire, including contribution by the Shire of Broomehill-Tambellup workforce.

Community Vision

a region driven by community spirit

Broomehill-Tambellup Point-of-Difference

By Dec 2026 we have;

1. A Distinct BT Brand
- 1.1 BT identity
- 1.2 BT brand spotlight
- 1.3 BT storytelling and communications
- 1.4 BT piggy-back brand

2. A United Community
- 2.1 BT well-being and safety
- 2.2 BT volunteering
- 2.3 BT community creativity

3. An Appreciated Culture
- 3.1 BT community reconciliation
- 3.2 BT history appreciation
- 3.3 BT 'Open to All' campaign
- 3.4 'Colour BT'
- 3.5 BT recreation

Broomehill-Tambellup Economy

By Dec 2026 we have;

4. Versatile Accommodation
- 4.1 Broomehill short-stay accommodation renewal
- 4.2 Tambellup short-stay accommodation development
- 4.3 BT quality house and land options
- 4.4 BT accommodation-of-the-future project

5. Healthy Existing Businesses
- 5.1 BT telecommunications
- 5.2 BT BEC activation
- 5.3 BT business support
- 5.4 T school maximisation

6. Attracted New Businesses
- 6.1 BT trade incentive
- 6.2 BT Noongar business development
- 6.3 BT visitation stopover services
- 6.4 BT new business

Broomehill-Tambellup Lifestyle

By Dec 2026 we have;

7. Celebrated Natural Environments
- 7.1 Gordon River advancement
- 7.2 Indigenous significance sites
- 7.3 Boot Rock Reserve
- 7.4 Tambellup Water Reserve

8. Enjoyed Built Environments
- 8.1.Broomehill Heritage Precinct renewal
- 8.2 Tambellup Railway Precinct development
- 8.3 Tambellup Civic and Community Precinct exploration

9. Unique BT Interactions
- 9.1 Anytime trails and adventure
- 9.2 Anytime gardens, parks and play
- 9.3 Community shared experiences

SoBT Shire Support

By Dec 2026 we have;

10. Grown Shire Leadership
- 10.1 SoBT community engagement program
- 10.2 SoBT community training and development
- 10.3 SoBT contribution to environment
- 10.4 SoBT workforce development

11. Delivered Shire Trust and Performance
- 11.1 SoBT monitoring and reporting
- 11.2 SoBT financial sharing
- 11.3 SoBT workforce satisfaction
- 11.4 SoBT community revenue

12. Collected Region-wide Knowledge
- 12.1 SoBT community data
- 12.2 SoBT Shire data
- 12.3 SoBT celebrating milestones
- 12.4 SoBT digital literacy

Community Values

Commitment | Care | Friendship | Inclusion

Key Pillar 1

'People Power': Our Strategic Community Plan

Broomehill-Tambellup Point-of-Difference

1. A Distinct BT Brand

1.1 BT identity
1.2 BT brand spotlight
1.3 BT storytelling and communications
1.4 BT piggy-back brand



1.1 This is a continual commitment to promote that Broomehill-Tambellup is the region driven by community spirit. This is the next stage brand development (such as signage consistency, banner poles, message consistency, and story telling tools)

1.2 This is the exploration of holding an event to affirm Broomehill-Tambellup as the region driven by community spirit (such as a once-every-four-year attraction of an art installation, digital projections, music or sport event). This may also be a social enterprise product promoting BT.

1.3 This is the community and Shire-driven collection and promotion of 'local legends or legendary stories' (such as the roadside farm equipment, Gordon River swans, local wild orchids or hockey limousine).

1.4 This is working strongly with partnerships (such as Great Southern Development or private partners) to piggy-back Broomehill-Tambellup on partners' brands.

2. A United Community

2.1 BT well-being and safety
2.2 BT volunteering
2.3 BT community creativity



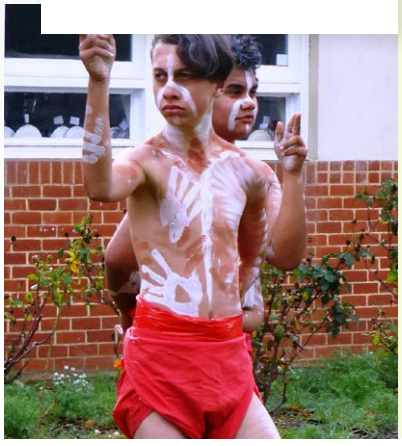
2.1 This is the community and Shire working more boldly to provide advanced wellbeing programs for all ages (such as the Albany Youth Support Association, Strong and Proud, Active Farmers and OFFFFL). This also includes further development of neighbourhood safety programs, facilities and products and a Youth Centre upgrade.

2.2 This is community and Shire assisting and growing new-age BT-spirit, volunteering models and celebrating the spirit created through volunteering. This includes school and youth volunteering 'action-oriented' programs to develop the volunteers-of-the-future.

2.3 This is Shire, partners and community forming a 'BT Community Chest', being four grant rounds per year, for 'innovative community spirit' projects (such as social enterprise concepts, support of co-operative projects, environmental initiatives or art programs).

3. An Appreciated Culture

3.1 BT community reconciliation
3.2 BT history appreciation
3.3 BT 'Open to All' campaign
3.4 'Colour BT'
3.5 BT recreation



3.1 This is a community-wide and celebrated Reconciliation Action Process to enable the Broomehill-Tambellup region to be even more spirited and renowned to achieve the vision of 'a region driven by community spirit'.

3.2 This is community and Shire working with partners to complete the Municipal Inventory Review program and subsequent storytelling, and actioning specific heritage works in the future.

3.3 This is a four-year campaign which actively encourages adherence to community values to better build an inclusive environment for all people by encouraging all businesses, groups, clubs and Shire to take the 'Open to All' pledge and maintain a safe and welcoming environment.

3.4 This is a community-driven colouring-in focus on art in the region as a means to increase community spirit in a unique Broomehill-Tambellup manner (such as painting of basketball courts, inviting an artist-in-residence, painting all front doors).

3.5 This is a community and Shire recreation program that stimulates community spirit and maximises interaction (such as orienteering, fun run, wildflower walks, bike rides, Indigenous tours and Gordon River swims).

Key Pillar 2

a region driven by community spirit

'People Power': Our Strategic Community Plan

Broomehill-Tambellup Economy

4. Versatile Accommodation

4.1 Broomehill short-stay accommodation renewal
4.2 Tambellup short-stay accommodation development
4.3 BT quality house and land options
4.4 BT accommodation-of-the-future project



4.1 This is the building of more short-stay accommodation in both Broomehill and Tambellup. The community is developing the Imperial Hotel in Broomehill - other community members/partners and the Shire can assist in fast-tracking this renewal.

4.2 This is the Shire developing the Tambellup Caravan Park and creating cabin style accommodation for workers and visitors. This also requires exploring further RV and camping options.

4.3 This is the Shire expediting house and land releases, and investing in quality Shire or community-owned houses.

4.4 This is the Shire and the community coming together to plan the housing needs of the future using strong data, good research and a community spirit to solve two-to-six year housing needs (including future housing for support living-off-farm).

5. Healthy existing Businesses

5.1 BT telecommunications
5.2 BT BEC activation
5.3 BT business support
5.4 T school maximisation program



5.1 This is the advocacy for improvement of black spots, and assisting community members to share telecommunication hot spots.

5.2 This is the maximisation and promotion of the Tambellup Business Enterprise Centre. Maximisation requires creative community minds and a partnership between BEC, Shire and community groups (such as Community Cropping team).

5.3 This is a program of work to stimulate business interaction through events, education, sharing and celebrating. This is the Shire supporting a 'shop local' philosophy (such as stimulating Shire purchases at local store).

5.4 This is the maximisation of the Tambellup School through out-of-hours adult learning and extra-community activity.

6. Attracted New Businesses

6.1 BT trade incentive
6.2 BT Noongar business development
6.3 BT visitation stopover services
6.4 BT new business



6.1 This is community members and Shire enabling tradespeople to be attracted to Broomehill and Tambellup through unique and extraordinary programs (such as teaching trades, Community 'ShareSheds' and providing trade incentives)

6.2 This is Noongar community members increasing their confidence in business progress, through partners and community support, to develop minor or major business concepts (such as bush skill activities, and growth in the tree nursery/seeds enterprise).

6.3 This is the community and Shire investing in stopover improvements (such as Broomehill Roadhouse) to ensure visitors and local have access to basic provisions such as milk and fuel.

6.4 This is the Shire making it easy for any new business to be attracted to the area such as a supportive Town Planning Scheme, commercial and industrial land development and encouraging value-adding to current business and industry.

Our 2023 to 2033 "People Power" Case Study:

Imperial Hotel Broomehill: with 'People Power' rejuvenation



There is a nation-wide trend of local communities banding together to buy their local pubs.

As a sign of Broomehill-Tambellup's distinctive 'People Power', more than 75 local community members, under the name of the Broomehill Village Co-operative, came together.











Community members are bringing new life to their 120-year-old Imperial Hotel, after two years of it sitting unloved.

The community's physical work began to renovate the historic site in June 2022.









Broomehill-Tambellup's *'People Power'* continues at the Imperial Hotel.

Key Pillar 3

'People Power': Our Strategic Community Plan

Broomehill-Tambellup Lifestyle

7. Celebrated Natural Environments

7.1 Gordon River advancement
7.2 Indigenous significance sites
7.3 Boot Rock Reserve
7.4 Tambellup Water Reserve



7.1 This is the upgrading of the Gordon River site, including BBQ stand, grasslands, toilets, benches, children play, signage, storytelling of its historical significance and possible event organisation.

7.2 This is the identification and celebration of significant Noongar sites, for private and community recognition, storytelling and heritage preservation.

7.3 This is the beautification and recognition of the Boot Rock Reserve including public access, preservation of native flora, weed clearing and restoration works for wildflower walks.

7.4 This is the beautification and recognition of Tambellup Water Reserve, with focus on flora hotspot and weed clearing.

8. Enjoyed Built Environments

8.1.Broomehill Heritage Precinct renewal
8.2 Tambellup Railway Precinct development
8.3 Tambellup Civic and Community Precinct exploration



8.1. This is the renewal of the Broomehill Heritage Precinct (including Broomehill Roads Board Museum, and Holland Track Start Point). The renewal includes footpaths, seating, interpretive panels, photo opportunity sites, static machinery displays and advocacy with Coolgardie to support and promote the Track.

8.2 This is the development of the Tambellup Railway Precinct including toilets, accommodation at the old Railway Station, signage, banner poles and EV charging options.

8.3 This is the exploration of the potential use of the old butcher and general store area, along the east side of Norrish Street, Tambellup, as a civic and community precinct.

9. Unique BT Interactions

9.1 Anytime trails and adventure
9.2 Anytime gardens, parks and play
9.3 Community shared experiences



9.1 This is an extraordinary trails program, to the level of trails being a Broomehill-Tambellup talking point. Some regional trails being linked with Noongar storytelling, highlighted by signage, plaques and digital support. Includes Yoorn Trails Series, in partnership with Great Southern Treasures.

9.2 This is a community-driven parks and play upgrade, on top of projects un-folding in parts 7 and 8, including painting and planting. A community 'Beautification Team' is formed, with funding allocated.

9.3 This is an internal BT events program, specifically designed to build community spirit (such as art experiences, quiz nights, dances, multicultural events, even social enterprise) where all and any community members come together to practice community spirit.

Key Pillar 4

'People Power': Our Strategic Community Plan

Broomehill-Tambellup Shire Support

10. Grown Shire Leadership

10.1 SoBT community engagement program
10.2 SoBT community training and development
10.3 SoBT contribution to environment
10.4 SoBT workforce development



10.1 This is a Shire, pre-planned, twice per year engagement program to build strong interaction between community and Shire.

10.2 This is a Shire sponsored shared learnings (such as community impact, leadership programs, guest speakers, junior Council program, and Councillors attraction program). A new 'Legacy Grants' program for community members to learn about 'community spirit'.

10.3 This is the way the Shire contributes to the environment (such as introducing Containers for Change, solar panels and EV charging sites).

10.4 This is the Shire and local businesses supporting traineeships and work experience programs.

11. Delivered Shire Trust and Performance

11.1 SoBT monitoring and reporting
11.2 SoBT financial sharing
11.3 SoBT workforce satisfaction
11.4 SoBT community revenue



11.1 This is the Shire workforce scoring all SCP pieces of work with a traffic light scoring system, and passing these results to all community members, quarterly.

11.2 This is the Shire workforce releasing financial trends and results quarterly, transparently indicating where funds come from for each piece of work. The Shire is working well with the community to develop new revenue options to achieve community-driven pieces of work.

11.3 This is the Shire advancing workforce satisfaction through reconciliation progress, celebrating milesone achievements, developing a sense of pride and confidence, and the workforce contributing to pieces of 'People Power' at any time.

11.4 This is the Shire and community working creatively together to build new revenue streams for community-driven 'People Power' activities.

12. Collected Region-wide Knowledge

12.1 SoBT community data
12.2 SoBT Shire data
12.3 SoBT celebrating milestones
12.4 SoBT digital literacy



12.1 This is the Shire inspiring community to collect and release specific data important to the community (such as number of businesses, blackspots, visitation rates, caravan park occupancy rates, property sales). Data is being used to attract funding, developing greater community and partner engagement.

12.2 This is the Shire collecting and releasing specific data on Shire-related activities (such as health provisions, roads, safety, traffic measures). Data is being used to drive advocacy and attract support.

12.3 This is the Shire and the partners, like the CRC, using mediums, like 'Topics', reinforcing factual storytelling, with data, to instil BT identity and celebrate community spirit. All community members will be increasing awareness of all activities, successes, data and uniqueness of BT, so as to spread united messages to external stakeholders.

12.4 This is the Shire helping the community to become ICT savvy, and supporting staff in the new ICT systems.

How to support 'People Power'

'People Power' is a unique plan – each community member is enabled to drive each piece of the plan, anytime. The Shire is very open to visits from community members if members wish to discuss. The Shire will hold two formal engagements sessions each year (see deliverable 10.1) where larger pieces of 'People Power' are discussed with full transparency and enjoyment. Community engagement for Broomehill-Tambellup's next Strategic Community Plan occurs in 2026.



Shire of Broomehill Tambellup

Broomehill Office
30360 Great Southern Highway, Broomehill 6318

Administration Office
46-48 Norrish Street, Tambellup 6320

Business Hours
9.00am-4.00pm Monday to Friday

Telephone 08 9825 3555
Email mail@shirebt.wa.gov.au
Website www.shirebt.wa.gov.au

POLICY MANUAL

November 2022

INTRODUCTION

Policies are determined by the Council and may be amended or waived according to circumstances. This power is conveyed to the Council in section 2.7(2)(b) of the *Local Government Act 1995*. Policies cannot be made in relation to those powers and duties given directly to the CEO by the Act.

The objectives of the Council's Policy Manual are:

1. to provide Council with a formal written record of all policy decisions;
2. to provide the staff with clear direction to enable them to respond to issues and act in accordance with the Council's general direction;
3. to enable the Councillors to adequately handle enquiries from electors without undue reference to the staff or the Shire;
4. to enable the Council to maintain a continual review of the Council policy decisions and to ensure they are in keeping with community expectations, current trends and circumstances;
5. to enable electors to obtain immediate advice on matters of the Council Policy.
6. Policies are to relate to issues of an on-going nature; policy decisions on single issues are not to be recorded in the manual.

Policies should not be confused with **management practices** or **operational procedures**, which are determined by the CEO, as a mechanism for good management, and implementation of council policies. The Council will conduct a complete review of all policies annually.

A copy of the Policy Manual, together with details of variations as they occur, shall be distributed to all Councillors and each work site. The manuals are to remain the property of the Shire.

Changes to the Council Policy shall be made only on:

(a) The outcome of the ~~Triennial~~ Annual Review or
(b) An agenda item (Council Decision)clearly setting out details of the proposed amendment

Users should be mindful of the fact that, in simple terms:

- Policy provides what can be done;
- Management Practices provide for how to do it;
- Delegation provides for who can do it.

It is important to note that the Shire's adopted policies have been made to facilitate:

- Consistency and equity in decision making;
- Promptness in responding to customer needs; and
- Operational efficiency.

Anthony Middleton
CHIEF EXECUTIVE OFFICER

TABLE OF CONTENTS

PART 1 – GOVERNANCE AND ADMINISTRATION 1
1.1 RECORDS MANAGEMENT 1
1.2 USE OF SHIRE FACILITIES....4
1.3 SHIRE OF BROOMEHILL-TAMBELLUP LOGO....5
1.4 TEMPORARY EMPLOYMENT OR APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER 6
1.5 **POLICY REPEALED**....9
1.6 LEGAL SERVICES FOR ELECTED MEMBERS....9
1.7 CUSTOMER SERVICE CHARTER....14
1.8 HONORARY CITIZEN OF THE SHIRE 18
1.9 DEALING WITH UNREASONABLE CUSTOMERS 22
1.10 iPAD OR TABLET POLICY FOR COUNCILLORS AND STAFF 24
1.11 ELECTED MEMBER TRAINING AND PROFESSIONAL DEVELOPMENT 26
1.12 WORKFORCE PLANNING AND MANAGEMENT POLICY....30
1.13 ASSET MANAGEMENT POLICY 32
1.14 ASSET CAPITALISATION THRESHOLDS....36
1.15 COMMUNITY ENGAGEMENT 37
1.16 RISK MANAGEMENT POLICY 42
1.17 CORPORATE CREDIT CARDS 45
1.18 INTERNAL CONTROL....50
1.19 LEGISLATIVE COMPLIANCE....51
1.20 COMPLAINTS....54
1.21 STANDING COMMITTEES OF COUNCIL – TERMS OF REFERENCE 55
1.22 MEETING TO SWEAR IN NEWLY ELECTED MEMBERS AND ELECT THE PRESIDENT, DEPUTY PRESIDENT, COMMITTEE MEMBERS AND COUNCIL REPRESENTATIVES 58
1.23 PUBLIC RELATIONS - PRESS RELEASES 59
1.24 HIRE OF EQUIPMENT – SHIRE HALLS 60
1.25 COUNCILLOR AND CHIEF EXECUTIVE OFFICER ATTENDANCE AT EVENTS & FUNCTIONS 61
1.26 UNREASONABLE COMPLAINANT CONDUCT....64
1.27 CODE OF CONDUCT - BEHAVIOUR COMPLAINTS MANAGEMENT....68
1.28 CEO RECRUITMENT, PERFORMANCE AND TERMINATION STANDARDS....78
1.29 USE OF COMMON SEAL 84
1.30 CEO PERFORMANCE REVIEW POLICY....86
PART 2 – HUMAN RESOURCES 91
2.1 EQUAL OPPORTUNITY....91
2.2 SAFETY AND HEALTH IN THE WORKPLACE 93
2.3 CORPORATE UNIFORM AND APPROPRIATE DRESS 98
2.4 GRATUITY AND REDUNDANCY PAYMENTS....99
2.5 STAFF BENEFITS....101
2.6 FITNESS FOR WORK POLICY 103
2.7 E-MAIL POLICY....108
2.8 HARASSMENT, BULLYING AND DISCRIMINATION POLICY 109
2.9 EMERGENCY SERVICE LEAVE....113
2.10 CODE OF CONDUCT FOR EMPLOYEES....114
2.11 EMPLOYEE SUPERANNUATION....124
2.12 CONFERENCES, SEMINARS AND TRAINING COURSES – GENERAL STAFF ATTENDANCE 125
2.13 MOTOR VEHICLES 127
2.14 REMOVAL EXPENSES - SENIOR STAFF....129
PART 3 - FINANCE 130
3.1 PURCHASING POLICY 130
3.2 SELF SUPPORTING LOANS TO COMMUNITY AND SPORTING BODIES 140
3.3 INVESTMENTS 141
3.4 RELATED PARTY DISCLOSURES....144
3.5 FINANCIAL HARDSHIP - RATES 151

PART 4 – WORKS....157
4.1 ROAD CONSTRUCTION AND MINIMUM STANDARDS....157
4.2 ADVERTISING AND PORTABLE DIRECTIONAL SIGNS....170
4.3 GRAVEL SUPPLIES AND REHABILITATION....173
4.4 CLEARING OF VEGETATION FOR ROAD CONSTRUCTION....176
4.5 STREET VERGES - DEVELOPMENT....177
4.6 REPLACEMENT OF PLANT AND VEHICLES....178
4.7 USE OF SHIRE PLANT AND EQUIPMENT BY STAFF & COMMUNITY GROUPS....180
4.8 PRIVATE WORKS....182
4.9 SHIRE OWNED EQUIPMENT AT A WILDFIRE....183
PART 5 – BUILDING, HEALTH AND PLANNING....184
PART 6 - OTHER....185
6.1 TOURISM AND AREA PROMOTION....185
6.2 APPOINTMENT OF BUSHFIRE CONTROL OFFICERS....187
6.3 INDEPENDENT LIVING SENIORS ACCOMMODATION – HOUSING ALLOCATION....188
6.4 ROADSIDE BURNING....189
6.5 CEMETERY - EXHUMATION....191

PART 1 – GOVERNANCE AND ADMINISTRATION

1.1 RECORDS MANAGEMENT

Objective:	**To control and manage government records within a records management and record keeping framework that complies with legislative, accountability and best practice requirements.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	17 March 2022	***Minute No.***	029/22
Date of last review:	17 March 2022		
Legislative References:	*Local Government Act 1995* *State Records Act 2000* *Corruption, Crime & Misconduct Act 2003* *Criminal Code Act 1913* *Electronic Transactions Act 2011* *Evidence Act 1906* *Financial Management Act 2006* *Freedom of Information Act 1992* *Limitation Act 2005* *Public Sector Management Act 1994*		
Internal References:	Record Keeping Plan 2020 Management Practice 1.12 Elected Members Records Management Practice 2.4 Internet and Email Access		

POLICY STATEMENT

The Shire of Broomehill-Tambellup is committed to making and keeping full and accurate records of its business transactions and official activities. Records can be, but are not limited to, any record of information in any medium including letters, files, emails, word processed documents, databases, photographs and social media messages.

CREATION, CAPTURE AND CONTROL OF RECORDS

Records created and received by Shire personnel, elected members and contractors, irrespective of format, are to be managed in accordance with the Shire's Record Keeping Plan and Records Management Procedure Manual. Records will not be destroyed except by reference to the State Records Office's General Disposal Authority for Local Government Records.

The Shire is responsible for the security and protection of all records created or captured as part of the Shire's day to day operations. All Shire staff and contractors have a responsibility to apply appropriate security and protection measures to all records created or received when carrying out the Shire's business.

It is the responsibility of all staff to ensure that the business, operational and administrative activities of the Shire are appropriately documented and that records are created and maintained in fulfilment of legislative requirements.

ACCESS TO RECORDS

Access to Shire records by staff and contractors will be in accordance with designated access and security classifications. Access to the Shire's records by the general public will be in accordance with the *Freedom of Information Act 1992* and the Shire's Freedom of Information Statement.

Access to the Shire's records by elected members will be through the Chief Executive Officer (CEO) in accordance with the *Local Government Act 1995*.

APPRAISAL, RETENTION AND DISPOSAL OF RECORDS

Records will only be destroyed or otherwise disposed of by reference to the *General Disposal Authority for Local Government Records* issued by the State Records Office, and following authorisation from the Section Manager and the CEO. Those records identified as Archive records will be transferred to the Voluntary Regional Organisation of Council archive facility located at the Shire of Broomehill-Tambellup's Broomehill administration office. Records identified as a State Archive should be transferred to the State Records Office in accordance with the requirements of the *General Disposal Authority for Local Government Records*.

All significant records, irrespective of format, are to be registered, classified and captured into the Shire's official record keeping systems. All correspondence should be attached to a corporate file.

Records created or received by elected members of the Shire, in the performance of their functions and roles as specified in the *Local Government Act 1995*, are government records and will be managed in accordance with the Shire's Records Keeping Plan and the *State Records Act 2000*. This policy applies to any record documenting decisions which are made outside normal Shire or Committee meetings.

LOCAL GOVERNMENT RECORDS FALL INTO ONE OF TWO CATEGORIES

Local government records of continuing value

Local government records of continuing value are those records created or received containing information of:

(a) administrative value to the Shire, including records which:
- provide an interpretation of the Shire's policy or the rationale behind it;
- document progress and coordination of responses to issues;
- document formal communications and/or transactions, such as a Minute report or submission between elected members and another party; and
- document elected members' decisions, directives, reasons and actions.

(b) legal value to the Shire including records which document compliance with statutory requirements or court orders which stipulate the retention of records;

(c) evidential value such as information about the legal rights and obligations of the Shire of Broomehill-Tambellup including elected members, ratepayers, organisations and the general community; and

(d) historical value to the Shire of Broomehill-Tambellup and to the State.

Local government records of continuing value are to be forwarded to the Chief Executive Officer, for incorporation into the Shire's recordkeeping system.

Records of no continuing value (Ephemeral)

These records do not need to be incorporated into the Shire's recordkeeping system and can be destroyed when reference to them ceases, but only in accordance with the General Disposal Authority for Local Government Records (GDA LG). Elected members should contact the Administration Officer for advice prior to destroying any records.

ACTION: Records of no continuing value can be destroyed when reference to them ceases but only in accordance with the General Disposal Authority for Local Government Records (GDA LG). Elected members should contact the Chief Executive Officer in order to dispose of these records correctly.

ROLES AND RESPONSIBILITIES

Elected Members

Elected Members will create and keep records of communications or transactions which convey information relating to the Shire's business or functions. These records will be forwarded to the Governance and Executive Assistant for capture in to the Shire's recordkeeping system.

Chief Executive Officer

The CEO will ensure there is a system for the capture and management of records that is compliant with the *State Records Act 2000* and best practice standards.

Executive and Managers

Executive and Managers will ensure that all staff (and contractors) under their supervision comply with this policy, associated records management procedures/guidelines and the Shire of Broomehill-Tambellup's Record Keeping Plan.

All Staff

All Staff (including contractors) will create and receive records relating to the business activities they perform and are required to:

(a) make records to document and support business activities
(b) ensure that records are captured and registered into the recordkeeping system or appropriate business system
(c) ensure that records are secure at all times

1.2 USE OF SHIRE FACILITIES

Objective:	**To ensure that Shire facilities are available for appropriate use by the community.**		
Date of adoption:	13 October 2008	***Minute No.***	091228
Date of amendment:	21 April 2022	***Minute No***	057/22
Date of last review:	21 April 2021		
Legislative References:			
Internal References:	Local Government Property Local Law 2020 ~~Management Practice 7.2 – Tambellup Agricultural Show~~		

POLICY STATEMENT

The Council is committed to ensuring that its community facilities are used to the benefit and advantage of all sections of the community and keeps fees and charges at a level to permit ready access by user groups.

To support this, an administrative procedure exists which provides clear guidelines for users. Fees and charges relevant to Council facility use are reviewed annually at the time of the budget adoption.

The Council recognises that a number of community groups and agencies provide substantial support to the community through their activities, and have limited funds to assist.

The following groups have their hire costs waived for the use of Shire facilities, until such time as the events are no longer held:

- Blue Light Discos – Hall
- Agricultural Society – Hall for the Tambellup Show
- Primary Schools and P & C Associations – Hall for end of year Presentation Night and Fundraising Activities.
- Senior Citizens Christmas Luncheon – Hall
- Broomehill religious organisations – Hire of tables and chairs for Christmas Eve church services.
- Broomehill Heritage Group – Hire of tables and chairs for Carols by Candle Light
- Seniors Soup Luncheon – Hall - Subject to the luncheons being advertised across the Shire
- Host Organisation for ANZAC Day Services Broomehill and Tambellup – Hall hire
- Daffodil Day event – Tambellup Hall hire costs

Should any cleaning or repairs be required as a result of any of the above events, the organiser will be required to undertake or organise appropriate cleaning or repairs, or the Local Government will charge a fee for the cleaning or repairs.

This Policy applies for the purposes of Clause 3.5 of the Shire's *Local Government Property Local Law 2020*.

1.3 SHIRE OF BROOMEHILL-TAMBELLUP LOGO

Objective:	To adopt the following design as the new logo for the Shire of Broomehill-Tambellup.		
Date of adoption:	18 November 2010	***Minute No.***	101105
Date of amendment:	18 June 2015	***Minute No.***	150612
Date of last review:	19 May 2022		
Legislative References:			
Internal References:	Delegation 1.21 – Use of the Shire Logo		

Council has adopted the following logo for the Shire of Broomehill-Tambellup.



It represents the 'tree change' lifestyle many new residents come to the Shire of Broomehill-Tambellup for. Within the embracing shape of the forked tree branches are a number of squares in a variety of green shades, representing the multi-faceted community of the Shire coming together.

The use of the Shire of Broomehill-Tambellup logo:

(a) shall be in accordance with the guidelines contained in the publication 'Our Identity' and
(b) is not permitted by any other person or organisation without the written approval of the Shire of Broomehill-Tambellup.

Council has delegated to the Chief Executive Officer authority to grant approvals in regard to item (b) above.

1.4 TEMPORARY EMPLOYMENT OR APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER

Objective:	**To determine the process for appointing an Acting or Temporary CEO for periods of less than 12 months of planned or unplanned leave or an interim vacancy in the substantive office.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	19 August 2021	***Minute No***	210807
Date of last review:	19 August 2021		
Legislative References:	*Local Government Act 1995* *s5.39 Contracts for CEO and senior employees* *s5.39C Policy for temporary employment or appointment of CEO* *s5.40 Principles affecting employment by Local Governments*		
Internal References:			

POLICY OBJECTIVE

To establish policy, in accordance with Section 5.39C of the Local Government Act 1995 ('the Act'), that details the Shire of Broomehill-Tambellup's processes for appointing an Acting or Temporary Chief Executive Officer (CEO) for periods of less than 12 months of planned or unplanned leave or an interim vacancy in the substantive office.

POLICY SCOPE

This policy applies to the statutory position of Chief Executive Officer (CEO) of the Shire of Broomehill-Tambellup.

POLICY STATEMENT

1. Definitions:

(1) ***Acting CEO*** means a person employed or appointed to fulfil the statutory position of CEO during a period where the substantive CEO remains employed, but is on planned or unplanned leave.

(2) ***Temporary CEO*** means a person employed or appointed to fulfil the statutory position of CEO for the period of time between the end of the substantive CEO's employment and the appointment and commencement of a newly appointed substantive CEO.

2. Acting and Temporary CEO Requirements and Qualification

(1) When the CEO is on planned or unplanned leave, or the CEO's employment with the Local Government has ended, an Acting or Temporary CEO is to be appointed in accordance with this Policy to fulfil the functions of CEO as detailed in Section 5.41 of the Local Government Act 1995, and other duties as set out in the Act and associated Regulations.

(2) Through this policy and in accordance with section 5.36(2)(a) of the Act, the Council determines that employees appointed to the substantive position(s) of Manager of Finance and Administration or Manager of Works are considered suitably qualified to perform the role of Acting or Temporary CEO.

(3) A person appointed to act in the position of Manager of Finance and Administration or Manager of Works is not included in the determination set out in Clause 3 (2).

3. Appoint Acting CEO – Planned and unplanned leave for periods up to 6 weeks

(1) The CEO is authorised to appoint the Manager of Finance and Administration or Manager of Works in writing as Acting CEO, where the CEO is on planned or unplanned leave for periods not exceeding 6 weeks, subject to the CEO's consideration of the Manager of Finance and Administration or Manager of Works performance, availability, operational requirements and where appropriate, the equitable access to the professional development opportunity.

(2) The CEO must appoint an Acting CEO for any leave periods greater than 5 working days and less than 6 weeks.

(3) The CEO is to immediately advise all Council Members when and for what period of time the Manager of Finance and Administration or Manager of Works is appointed as Acting CEO.

(4) If the CEO is unavailable or unable to make the decision to appoint an Acting CEO in accordance with (2), then the following line of succession shall apply:

a. The Manager of Finance and Administration will be appointed as Acting CEO; or

b. If the Manager of Finance and Administration is unable to act, the Manager of Works will be appointed as Acting CEO; or

(5) The Council may, by resolution, extend an Acting CEO period under subclause (4) beyond 6 weeks if the substantive CEO remains unavailable or unable to perform their functions and duties.

4. Appoint Acting CEO for extended leave periods greater than 6 weeks but less than 12 months.

(1) This clause applies to the following periods of extended leave:

- Substantive CEO's Extended Planned Leave which may include accumulated annual leave, long service leave or personal leave; and
- Substantive CEO's Extended Unplanned Leave which may include any disruption to the substantive CEO's ability to continuously perform their functions and duties.

(2) The Council will, by resolution, appoint an Acting CEO for periods greater than 6 weeks but less than 12 months, as follows:

a. Appoint one employee, or multiple employees for separate defined periods, as Acting CEO to ensure the CEO position is filled continuously for the period of extended leave; or

b. Conduct an external recruitment process in accordance with clause 5(1)(c)(iii).

(3) The President will liaise with the CEO, or in their unplanned absence the Manager of Finance and Administration to coordinate the Council reports and resolutions necessary to facilitate an Acting CEO appointment.

(4) Subject to the Council's resolution, the President will execute in writing the Acting CEO appointment with administrative assistance from the Manager of Finance and Administration.

5. Appoint Temporary CEO – Substantive Vacancy

(1) In the event that the substantive CEO's employment with the Shire of Broomehill-Tambellup is ending, the Council when determining to appoint a Temporary CEO may either:

a. by resolution, appoint the Manager of Finance and Administration or Manager of Works as the Temporary CEO for the period of time until the substantive CEO has been recruited and commences their employment with the Local Government; or

b. by resolution, appoint the Manager of Finance and Administration or Manager of Works as the interim Temporary CEO for the period of time until an external recruitment process for a Temporary CEO can be completed; or

c. following an external recruitment process in accordance with the principles of merit and equity prescribed in section 5.40 of the Act, appoint a Temporary CEO for the period of time until the substantive CEO has been recruited and commences employment with the Local Government.

(2) The President will liaise with the Manager of Finance and Administration to coordinate the Council reports and resolutions necessary to facilitate a Temporary CEO appointment.

(3) The President is authorised to execute in writing the appointment of a Temporary CEO in accordance with the Councils resolution/s, with administrative assistance from the Manager of Finance and Administration.

6. Remuneration and conditions of Acting or Temporary CEO

(1) Unless the Council otherwise resolves, an employee appointed as Acting CEO shall be remunerated at 90% to 100% of the cash component only of the substantive CEO's total reward package.

(2) The Council will determine by resolution, the remuneration and benefits to be offered to a Temporary CEO when entering into a contract in accordance with the requirements of Sections 5.39(1) and (2)(a) of the Act.

(3) Subject to relevant advice, the Council retains the right to terminate or change, by resolution, any Acting or Temporary CEO appointment.

1.5 **POLICY REPEALED**

'Code of Conduct for Council Members, Committee Members and Candidates' Council Policy Repealed June 2022 – Is now a stand-alone document

1.6 LEGAL SERVICES FOR ELECTED MEMBERS

Objective:	**To assist with the cost of legal services for elected members in connection with any matter touching on their conduct, or the performance of their functions.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	19 May 2022	***Minute No***	072/22
Date of last review:	19 May 2022		
Legislative References:			
Internal References:	Code of Conduct for Council Members, Committee and Candidates Councillors Handbook		

PURPOSE

This Policy is designed to set out:

- the circumstances in which the Shire will, as a general rule, provide financial assistance to elected members who require legal services in the course of or arising out of the performance of their official functions; and
- the procedure for making and dealing with applications.

In each case it will be necessary to determine in the final analysis whether financial assistance is justified for the good government of the district.

POLICY

Members of the Council from time to time may require legal services in connection with any matter touching on their conduct, or the performance of their functions as members.

Questions may arise from time to time as to whether, and the extent to which, the Shire should provide financial assistance to secure legal services, and this Policy is intended to facilitate decision-making on those questions.

As a general rule, financial assistance will only be provided to a member for a matter which arises out of or in the course of their conduct, or the performance of their functions, as members.

It is intended that financial assistance will not be provided to a member who has acted unlawfully, dishonestly, improperly, or otherwise in bad faith.

As a general rule financial assistance may be provided to former, or may continue to be provided for members after they cease their membership, where that can manifestly be seen to be justified by the interest of good government of the district.
The level of financial assistance provided is to be assessed in all cases against an evaluation of the extent to which it is justified in the interest of the good government of the district.

1. **DEFINITIONS**

In this Policy:

'Act' means the *Local Government Act 1995*;

'CEO' means the Chief Executive Officer of the Shire;

'department inquiry' means an inquiry initiated under *section 8.3 of the A*ct;

'district' means the local government district of the Shire;

'financial assistance' means the provision by the Shire of money to pay the whole or part of the cost of legal services, or a guarantee of or indemnity for the payment of such cost or part;

'improperly' in this Policy describes conduct which would be appropriate to be reported to the Corruption and Crime Commission as corruption or improper conduct;

'inquiry' means a department inquiry or a panel inquiry under *Part 8 of the Act*;

'legal services' means the provision of legal advice on any matter, or legal advice and legal representation in connection with court proceedings, or in connection with any other investigation, inquiry, hearing or adjudication, including but without limiting the generality of the foregoing an inquiry under *Part 8 of the Act*;

'member' means a member of the Council of the Shire including a Commissioner appointed under *Part 8 of the Act*;

'panel inquiry' means an Inquiry initiated under *section 8.16 of the Act*;

'President' means the President of the Shire;

'Shire' means the Shire of Broomehill-Tambellup.

2. ELIGIBLE PERSONS

A person is eligible to make application for financial assistance under this Policy if that person is an elected member.

3. PROCEEDINGS IN RESPECT OF WHICH FINANCIAL ASSISTANCE MAY BE PROVIDED

Proceedings in respect of which financial assistance may be provided include:

3.1 Proceedings brought by any member to enable them to undertake or continue to undertake the duties and responsibilities associated with their office. An example is where a member seeks a restraining order against a person using threatening behaviour.

3.2 Proceedings brought by any member in respect of defamation against them PROVIDED THAT legal advice obtained by the Shire supports such action as being capable of being regarded as appropriate for the good government of the district to ensure members are not deflected from the performance of their duties by unreasonable interference. Such proceedings may involve:

(a) seeking an injunction to prevent further defamation of a specific member, the intention being to seek the removal of a distraction or impediment to the performance by the member of their functions as such; or

(b) making a claim for damages:

(i) additional to an injunction, if it is determined or appears likely that an injunction has failed or will fail to prevent further defamation of the affected member; or

(ii) as an alternative to an injunction if damages is the more appropriate remedy or in the event that a Court declines to grant an injunction on grounds that are not directly related to the merits of the proposed action.

3.3 Proceedings brought against one or more members in the performance of their functions as such. For example, this could be in relation to a decision of the Council who aggrieves another person (e.g. refusing a development application).

3.4 In, or in connection with, an inquiry or other official proceeding or investigation where, in the opinion of the Council, representation of members is appropriate or justified.

4. LEGAL SERVICE PROVIDER

4.1 Legal services provided under this Policy are to be provided by a lawyer or a firm of lawyers nominated by the Chief Executive Officer (CEO).

4.2 The CEO or the Council, as the case requires, may entertain an application by a member for financial assistance for legal services provided by a lawyer other than a lawyer nominated by the CEO or the Council, as the case may be, provided that clear justification is given. An example of a justification that may be adequate is where there is a perceived conflict of interest on the part of a nominated lawyer.

5. FORM OF APPLICATION

An application under this Policy should:

(a) be in writing;

(b) provide full details of the nature and extent of the legal services anticipated to be required and when they are required;

(c) detail how the matter for which the legal services are required arises out of the conduct or performance of functions of the applicant;

(d) explain how it might be said that the provision of financial assistance would be justified in the interest of the good government of the district;

(e) provide, in the event that the application is not made in advance, details of the services previously provided and the explanation for there being no application in advance;

(f) indicate if the applicant considers that the application is urgent and the applicant's reasons for that view;

(g) contain a declaration by the applicant that:

(i) the applicant has read this Policy and accepts its terms (including, without limiting the generality of the foregoing, the terms as to repayment in clause 11); and

(ii) the applicant in relation to the matter in respect of which the legal services are required did not act unlawfully, dishonestly, improperly or otherwise in bad faith.

An application when presented to the Council is to be accompanied by a report and recommendation prepared through the office of the CEO in response to the application.

6. WHO DETERMINES AN APPLICATION

6.1 The CEO may determine an application seeking financial assistance not exceeding, or reasonably anticipated as not likely to exceed, $3,000.00.

6.2 Where the provision of legal services must occur as a matter of urgency prior to the earliest opportunity for an application to be considered by the Council, the CEO may authorize financial assistance up to the value of $5,000.00, even if that is not anticipated to be the full extent of the financial assistance ultimately required. In any such case, the CEO shall present a report to the next available meeting of the Council detailing the application and outlining the circumstances that required the application to be dealt with as a matter of urgency.

6.3 Subject to clause 6.2, all applications seeking financial assistance exceeding, or reasonably anticipated as likely to exceed $3,000.00 in total, are to be determined by the Council.

6.4 Notwithstanding the preceding provisions, the CEO may refer any application to the Council for determination.

6.5 An application for financial assistance in respect of proceedings referred to in clause 3.2 is not to be dealt with by the CEO on an urgent application - any application for financial assistance in respect of proceedings referred to in clause 3.2 is to be determined by the Council.

7. FORMAL AGREEMENT TO BE EXECUTED

7.1 A person to whom financial assistance is to be provided, whether by the decision of the CEO or the Council, shall be required to execute a formal agreement with the Shire, either in a standard form provided by the Shire, or prepared for the occasion by the Shire's lawyers, setting out the terms and conditions upon which the assistance is offered.

7.2 In ordinary circumstances the applicant will be required to execute the agreement prior to any financial assistance being provided.

7.3 In the case of an application for urgent financial assistance, the CEO may accept a written undertaking by the applicant to execute a formal agreement as contemplated by this Policy, as soon as it is presented for execution.

8. PRECONDITIONS TO THE PROVISION OF FINANCIAL ASSISTANCE

Financial assistance will only be provided:

8.1 In proceedings to be brought by any member where the CEO or the Council, as the case may be, forms the opinion that the action proposed to be taken is reasonably necessary to enable the member to continue to perform their functions without unreasonable obstruction, impediment or discouragement.

8.2 In the case of any proceedings against a member, where legal action has been taken or is threatened or seems likely to be taken, in relation to conduct or circumstances arising out of or in the course of the performance of the functions of the member.

8.3 In the case of an inquiry where:

(a) prior to the final report on the outcome of the inquiry, an adverse allegation is made against the member, or the inquiry or any officer assisting indicates that an adverse finding against the member is possible;

(b) conduct of the member is subject to inquiry and/or report in the terms of reference of the inquiry, or the member receives a summons or subpoena from the inquiry requiring her to give evidence and/or produce documents;

(c) conduct of the member in the performance of their functions as such is under consideration; and

(d) the legal services are required prior to the conclusion of the inquiry.

8.4 In any case, financial assistance will only be provided where no indemnity for legal services is provided for under a policy of insurance taken out by the member, or by the Shire, or to the extent that full cover is not provided under such policy of insurance.

9. CEO MAY CONTINUE TO SEEK LEGAL ADVICE

Nothing in this Policy derogates from the authority of the CEO or other employees to obtain legal services concerning the business and affairs of the Shire from the Shire's lawyers.

10. REPAYMENT OF FINANCIAL ASSISTANCE

10.1 It is a condition of the provision of financial assistance under this Policy, and it shall be a condition of the formal agreement referred to in clause 7, that:

(a) the provision of financial assistance shall be at an end; and
(b) any financial assistance already paid by the Shire shall be repaid by the member in the event that:
  (i) a finding is made in the report of an inquiry or in court proceedings that the member has acted unlawfully, dishonestly, improperly, or otherwise in bad faith, in circumstances that are fundamental to the inquiry or the court proceedings in respect of which the financial assistance was sought;
  (ii) the Council determines on legal advice that the member has acted unlawfully, dishonestly, improperly, or otherwise in bad faith in circumstances that are fundamental to the proceedings in respect of which financial assistance was obtained; or
  (iii) where information provided to the CEO or to the Council in the application is materially false or misleading.

10.2 Members are not to personally benefit financially from proceedings to the extent that they are financed by the Shire. Damages or costs awarded to the member in excess of any expenses incurred separately by the member should be dealt with in the following order:

(a) in reimbursement of any expenses paid or payable personally by the member;
(b) in reimbursement of the financial contribution of the Shire which reimbursement may be repaid to the ordinary funds of the Shire; and
(c) any excess should be held by the Shire to be used for a charitable purpose within the district.

The reason for the provisions in this clause is not that the Shire should benefit financially from legal proceedings taken by or against a member, but rather to ensure that financial assistance will only be provided by the Shire in circumstances where it can be demonstrated manifestly that the purpose for the Shire providing financial assistance is to act in the interest of good government of the Shire's district by ensuring that members are not deflected or discouraged from the performance of their official functions by their inability to finance appropriate legal services.

10.3 Where financial assistance is withdrawn, the member who obtained the financial assistance is required to repay any monies already provided.

11. RECOVERY

A member applying for financial assistance under this Policy must agree under clause 7 that:

(a) the Shire may take action to recover any financial assistance required to be repaid under clause 10;
(b) the moneys to be repaid shall constitute a debt due by the member to the Shire and may be recovered in a court of competent civil jurisdiction; and
(c) the Shire is entitled additionally to deduct the amount of any outstanding financial assistance from any allowance payable by the Shire to the member.

The agreement to be prepared under clause 7, should make provision for such repayment and recovery.

1.7 CUSTOMER SERVICE CHARTER

Objective:	**To recognise the Council's commitment to optimum customer service.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	19 May 2022	***Minute No***	073/22
Date of last review:	19 May 2022		
Legislative References:	*Local Government Act 1995*		
Internal References:	Disability Access and Inclusion Plan 2020-2025 Customer Service Charter		

INTRODUCTION

The Council is committed to meeting the needs of its community and visitors by providing leadership and facilitating the provision of services and facilities. The Council acknowledges the rights of both customers and staff to be treated respectfully, for viewpoints to be acknowledged and enquiries addressed through quality customer service.

Our customers are those people who have dealings with the Shire of Broomehill-Tambellup including, but not limited to: residents; ratepayers; business proprietors; community sporting and recreation clubs and associations; visitors to the Shire; employees, contractors and volunteers within the Shire; government departments and non-government agencies and organisations.

The Council's **Customer Service Charter** outlines the customer service standards the Council sets for itself and affirms the Council's commitment to providing quality services.

POLICY STATEMENT

The Council's Customer Service policy applies to the whole of the organisation.

CUSTOMER SERVICE CHARTER

The Shire of Broomehill-Tambellup's commitment to you

Our Customer Service Charter reflects our commitment to the quality of service provided to you.

Our Charter is regularly reviewed and adapted to meet the changing needs of our customers.

Our Mission

To meet the needs of all community and visitors by providing leadership and facilitating the provision of services and facilities.

Our Customers

People who have dealings with the Shire of Broomehill-Tambellup, including:

- Residents, ratepayers, business proprietors, community, sporting and recreation clubs and associations;
- Visitors to the Shire of Broomehill-Tambellup;
- Employees, Contractors and Volunteers of the Shire of Broomehill-Tambellup; and
- Representatives of Government departments and non-government agencies and organisations.

We will achieve our commitment to you by:

- Progressively reviewing and improving forms, systems and procedures from a customer's perspective and conducting regular customer service employee training programs;
- Incorporating customer service improvements into all Business Plans;

- Making the development of positive customer service attitudes part of the annual performance review program for all employees;
- Progressively improving access to our services for people with disabilities and people from culturally and linguistically diverse backgrounds;
- Making information available in alternative formats for people with specific requirements;
- Improving access to Council information by utilising a wide range of media including regular newsletters to residents and electronic access to the Shire's website; and
- Ensuring all complaints are dealt with fairly, quickly and equitably and in accordance with procedure.

You can assist us by:

- Having a notepad and pen by the phone when you call the Shire;
- Providing accurate and complete details when phoning us with any queries or requests for assistance;
- Phoning to make an appointment if you have a complex enquiry or need to see a specific officer;
- Phoning the officer nominated on correspondence sent to you and quoting the reference number of the letter;
- Being clear and concise with your requests and being prepared with relevant information;
- Participating in community consultation processes;
- Treating employees with the same courtesy and respect given to you, and formally recognising excellent customer service;
- Acknowledging that the Shire may not have the authority to deal with your request/complaint and may need to refer you to another agency/organisation.

Service Standards (in person)

We will:

- Promptly attend to you at all times in a professional, polite and attentive manner;
- Listen attentively in order to understand your needs;
- Aim to attend and complete your request at the time of your visit;
- When enquiries of a technical or specialist nature are made at the Administration offices, ensure that the appropriate employee is called, if available, or that contact is made promptly to arrange an appointment;
- Respect your privacy and keep your information confidential in accordance with relevant legislation;
- Ensure all employees who have face-to-face contact with customers wear a name badge for ease of communication; and
- Always be appropriately dressed.

Service Standards (on the telephone)

We will:

- Promptly answer all telephone calls during working hours;
- Introduce ourselves over the phone by name and provide a direct contact number for future communications, if necessary;
- Reply to telephone enquiries on the same day or the next working day, as appropriate; and
- Take personal responsibility to reduce the transfer of calls and inform you of any delays if you are 'on hold'.

Service Standards (in writing, including emails)

We will:

- Acknowledge your written request in a timely manner;
- Whenever possible provide a completion date when requests require in-depth research which will take longer than 10 working days;
- Write to you in clear, concise language that is easily understood; and
- Send out standard information as soon as possible.

We suggest that, if your enquiry is urgent, you telephone our office on 9825 3555.

Service Standards (in general)

We will advise you of the progress of your request on a regular basis until the matter is resolved.

Abusive Customers/Unacceptable Behaviours

Unacceptable behaviours include the following:

- Any act or written or verbal abuse including that of a discriminatory nature;
- Threatening behaviour or intimidation;
- Serious or persistent harassment;
- Damage to property; or
- Behaviour that causes anyone to feel upset, threatened, frightened or physically at risk.

Any situation involving the above may result in communication being limited or terminated and Police being contacted. On occasions when communication is limited or ceased, the decision will be communicated in writing to the person.

Service Requests

(A Service Request is defined as a person's request for a service or action to be undertaken by the Shire)

We will:

- Make safe urgent road and footpath defects within 24 hours of notification and carry out routine minor footpath and road repairs as soon as practicable;
- Acknowledge routine Works Requests or complaints within 2 working days of them being received;
- Respond to Private Works requests within 7 days of them being received and advise when the works will be scheduled to be completed; and
- Give you at least 24 hours' warning notice if we need to carry out repair works in your street which affect your property (other than emergencies).

Development Applications:

We will:

- Register applications upon receipt (providing that they contain all the required information and fees);
- We will process standard building and planning applications that can be dealt with under delegated authority ,within statutory timeframes;
- Acknowledge complex planning applications within five (5) working days and keep you informed at each stage as the application progresses; and
- Advise persons who make a submission on a Town Planning Scheme Amendment that their submission has been received, within 5 working days.

Customer Feedback (*Your views are important)*

We believe our customers deserve a high quality service, delivering prompt and useful information. We welcome and value your feedback, be it a request for action, constructive complaint or a compliment.

Please discuss your feedback with staff you have been dealing with in the first instance, to enable them to address your concerns.

If you are unhappy with the outcome your feedback has received you may contact or speak with the staff member's manager or the Chief Executive Officer.

The Shire encourages you to express your views on the services provided. By telling us what services have been beneficial and how others could be improved, we can ensure our standard of customer service will meet your expectations.

1.8 HONORARY CITIZEN OF THE SHIRE

Objective:	**To honour outstanding community members.**		
Date of adoption:	13 October 2008	***Minute No***	081008
Date of amendment:	16 July 2015	***Minute No***	150706
Date of last review:	15 October 2020		
Legislative References:			
Internal References:			

POLICY STATEMENT
The Council believes that there is a need for the Shire, on behalf of the community, to recognise the unique contribution that some members of the community make to the Shire district.

The highest honour the Council may bestow is an 'Honorary Citizen of the Shire' to be awarded for exceptional service that advances the goals of the Shire and the personal contribution given in pursuit of benefits for the community.

The conferring of the title Honorary Citizen of the Shire upon a person does not grant to them any right or privilege other than that of permitting the person to designate himself or herself by the title so conferred.

A suitable inscribed memorial is presented to the conferee.

The Honour may only be bestowed by a resolution of the Council carried by an absolute majority.

A nomination can be made at any time and only by a serving elected member, who is responsible for providing a detailed submission regarding the nominee in order that the Council may make an informed decision. The nomination must be seconded by another member of the Council.

ELIGIBILITY CRITERIA
Nominees for the conferring of the title 'Honorary Citizen of the Shire' should be residents, or past residents of the Shire, who have given distinguished service to the Shire and/or the community over a long period, preferably in more than one capacity.

SELECTION CRITERIA
Nominees will be judged on their record of service to the community. The selection criteria are to include:

(a) Length of service in a field (or fields) of activity;
(b) Level of commitment to the field (or fields) of activity;
(c) Personal leadership qualities;
(d) Benefits to the Shire and/or community resulting from the person's achievements; and
(e) Special achievements of the nominee.

Formal conferring of the title
The formal conferring of the title is to be carried out at a reception held by the Shire. The decision on the occasion and format of the reception shall rest with the President, in consultation with the CEO.

NOMINATION FORM

FOR THE CONFERRING OF THE TITLE 'HONORARY CITIZEN OF THE SHIRE'

The information contained in this document is strictly confidential

Nomination for the conferring of the title
'HONORARY CITIZEN OF THE SHIRE'

Dear Sir

I hereby nominate

_____
(Full Name)

_____
(Address)

for the conferring of the title 'Honorary Citizen of the Shire'.

In support of this recommendation I supply the information set out on the following pages.

Yours faithfully

_____ _____
(Name) (Date)

TO: The Chief Executive Officer
Shire of Broomehill-Tambellup
46-48 Norrish Street
TAMBELLUP WA 6320

DETAILS OF PERSON SUBMITTING NOMINATION

The following information about the person submitting this recommendation is needed to enable officers of the Shire of Broomehill-Tambellup to seek further details, if required. In addition to completing the full details below, please indicate, in the box provided, your preferred address for further contact.

NAME (IN FULL): _____

HOME ADDRESS: _____

_____

TELEPHONE NO: _____

OCCUPATION: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NO: _____

DETAILS OF PERSON BEING NOMINATED FOR THE TITLE

Please provide a biographical profile of the person you are nominating by completing the section below and by providing the details requested. If insufficient space is available, please attach a separate statement.

SURNAME: _____

GIVEN NAMES: _____

HOME ADDRESS: _____

TELEPHONE NO: _____

OCCUPATION: _____

BUSINESS ADDRESS: _____

TELEPHONE NO: _____

AWARDS AND/OR
DEGREES, ETC: _____

_____

_____

_____

_____

DATE AND PLACE
OF BIRTH: _____

Please set out below details of the activities undertaken by the person you are nominating and the reasons why you consider he or she should receive recognition from the Council of the Shire of Broomehill-Tambellup by the conferring of the title 'Honorary Citizen of the Shire'.

The names and addresses of individuals and/or organisations able to support your recommendation should also be provided.

_____

_____

_____

_____

1.9 DEALING WITH UNREASONABLE CUSTOMERS

Recommend Policy to be Repealed

Objective:	**That, when dealing with Unreasonable Customers, Council's resources will be used effectively and efficiently and customers dealt with in a courteous, fair and consistent manner in order to maintain a safe and healthy working environment for all.**
Date of adoption:	17 May 2012 ***Minute No.*** 120505
Date of amendment:	
Date of last review:	15 October 2020
Legislative References:	*Local Government Act 1995* *Freedom of Information Act 1992*
Internal References:	Customer Service Charter Employee Code of Conduct Policy 1.20 Complaints

SCOPE

This Policy relates to all dealings with customers by Shire of Broomehill-Tambellup staff and, in particular, those Unreasonable Customers who:

(a) Cannot be satisfied;

(b) Make unreasonable demands; and/or

(c) Are rude, abusive or aggressive.

DEFINITIONS

Council recognises the types of behaviour which are not only verbal, but may be physical against Council's property or Council's personnel. Customer conduct that is unreasonable includes:

(a) Unreasonable demands;

(b) Unreasonable lack of cooperation;

(c) Unreasonable, abusive and aggressive behaviour; and/or

(d) Abuse of process.

VARIATION AND REVIEW

Council reserves the right to review, vary or revoke this Policy.

SERVICE COMMITMENT

Council staff strive to meet the needs of our customers in a professional and ethical manner and shall:

(a) Treat all customers with respect;

(b) Listen to what customers have to say;

(c) Respond to customers quickly and efficiently;

(d) Act with integrity and honesty;

(e) Act in accordance with the law and Council's Code of Conduct;

(f) Demonstrate professionalism when dealing with difficult customers;

(g) Be mindful of the safety of all persons, including staff and customers; and

(h) Expect to be treated with respect.

~~CUSTOMER SERVICE POLICY STATEMENT~~

~~Council is committed to the provision of a customer service which acknowledges the rights of both customers and staff to be treated with respect and their viewpoints to be acknowledged and addressed.~~

~~The Chief Executive Officer (CEO) is responsible for developing an organisational culture which accepts complaints as an opportunity to improve service to the community. In doing this, the CEO will establish, maintain, monitor and report on, if requested, a complaints or grievance management system which:~~

~~(a) Ensures commitment to efficient and reasonable resolution of complaints;~~

~~(b) Ensures the privacy and fair treatment of all parties; and~~

~~(c) Provides a framework for the recording and analysis of complaints to assist with continuous improvement of policies and work practices.~~

~~DEALING WITH DIFFICULT CUSTOMERS~~

~~Council staff are required to treat customers with courtesy and respect at all times and to make every reasonable effort to address a customer's needs even when she/he is rude, or difficult.~~

~~It is accepted that, on occasion, whatever standard of professional and positive customer service Council achieves, there will always be a small percentage of customers whose issues cannot be dealt with to their satisfaction. This may be due to refusal by the customer to accept a Council decision, demands placed on Council which are not within its scope or resources to meet, or a level of rudeness or aggression shown to staff, by the customer, that makes it unsafe or unreasonable to proceed.~~

~~Where the CEO is satisfied that every effort has been made by staff to address a customer's needs, the CEO may make a decision that there is not reasonable prospect of reaching a position where a particular customer is satisfied with Council's actions and service. In such a case, the CEO may decide to stop or limit responses to the customer in relation to the issue in question.~~

~~CONFIDENTIALITY AND PRIVACY~~

~~All dealings with customers must abide by the *Local Government Act 1995* and Council's relevant policies. Access to the information held by Council must be made in accordance with the *Freedom of Information Act 1992* and Council's Information Statement.~~

~~GENERAL~~

~~In all of the situations referred to in this Policy, Council's 'Dealing with Unreasonable Customers' Procedure must be followed by staff and adequate documentary records made and maintained on the appropriate Council file/s.~~

1.10 iPAD OR TABLET POLICY FOR COUNCILLORS AND STAFF

Objective:	**Establishment of an agreement for Councillors and Staff who are provided with an iPad or tablet, which will have regard for usage, ownership and financial implications.**		
Date of adoption:	20 December 2012	***Minute No***	121206
Date of amendment:	15 October 2020	***Minute No.***	201004
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995*		
Internal References:	~~Policy 1.5 Code of Conduct for Council Members~~ Code of Conduct for Council Members, Committee Members and Candidates Code of Conduct for Employees		

PURPOSE

The purpose of this policy is to establish a usage agreement for all Councillors and Staff of the Shire of Broomehill-Tambellup who are supplied with an iPad or tablet (device).

The aim of the policy is to ensure that all Councillors and Staff understand the terms and conditions associated with the provision of a device for the Council or staff use.

POLICY

Ownership

The devices will be distributed to all Councillors, Chief Executive Officer and Manager of Finance & Administration, Manager of Works and Strategic Support & Projects Officer. The devices remain the property of the Shire of Broomehill-Tambellup for the duration of a Councillors term or Staff members' employment. The ownership of the device is transferred to

(a) Councillors as a parting gift upon retirement or resignation from office subject to one full four year term being served;
(b) Applicable staff members as a parting gift upon resignation or retirement subject to a minimum of four years service with the Council.

The Council may from time to time agree to amend the timeframe in exceptional circumstances. Should a Councillor or staff member not wish to retain the device, it may be returned to the Council in which case it will be restored to factory settings and any personal information will be removed.

Data/Internet Package

Each device will be provided with a Telstra data pack (sim card) which shall at all times remain the property of the Shire of Broomehill-Tambellup. The monthly fee for this service will be paid for by the Council from Members Expenses. Upon retirement or resignation, the sim card for the service shall be returned so it can be used for incoming Councillors or Staff.

Terms and Conditions

The following terms and conditions must be adhered to at all times:-

(a) All applications (Apps) whether for private or Council/work use are to be purchased privately using a personal credit card or iTunes voucher.
(b) A Telstra data pack will be provided, and paid for, by the Shire of Broomehill-Tambellup.

(c) When Councillors and Staff are in the Tambellup Administration Building, internet access will be provided by connecting to the Councils wi-fi. Access information will be provided upon request. To ensure the integrity of the Councils computer network, the password for the wi-fi must never be disclosed to another party.
(d) Devices may be used for private use for both Councillors and Staff in terms of accessing emails, downloading music, utilising the camera features etc.
(e) Devices must not be used to access any information, applications or videos that are deemed inappropriate.
(f) If a device is damaged or lost, the Council may determine that the Councillor or staff member is liable for the replacement or repairs.

Reimbursement
Any applications (Apps) that are purchased from the App Store by Councillors or Staff members and are deemed imperative for operational use by the Chief Executive Officer may be reimbursed. Approval must be granted by the CEO for the reimbursement of Apps prior to purchase.

Documents relating to council use
All documents required for Council and Committee meetings, information bulletins and Council Corporate documents will be uploaded into the 'Docs on Tap' App.

The agenda for all Council meetings is required to be available 72 hours prior to the meeting *(Local Government Act 1995 s 5.5(1)).* Councillors will receive an email or SMS on the Friday prior to the ordinary Council meeting advising that the agenda is available for viewing.

Councillors will be advised by email or SMS that new documents have been uploaded into Docs on Tap. It is the responsibility of the individual Councillor to ensure that they have read all information uploaded into the App. Any problems should be reported to the CEO immediately.

1.11 ELECTED MEMBER TRAINING AND PROFESSIONAL DEVELOPMENT

Objective:	**To enable Elected Members to develop and maintain their skills and knowledge relevant to their role as a representative of the Shire of Broomehill-Tambellup.**		
Date of adoption:	21 March 2013	***Minute No***	131306
Date of amendment:	21October 2021	***Minute No***	211009
Date of last review:	21 October 2021		
Legislative References:	*Local Government Act 1995* *s5.127 Report on training and,* *s5.128 Policy for continuing professional development*		
Internal References:			

PURPOSE
To enable Elected Members to develop and maintain skills and knowledge relevant to their role as a representative of the Shire of Broomehill-Tambellup.

STATEMENT
Elected Members are encouraged to attend appropriate Conferences and Training to enable them to be more informed and better able to fulfil their duties of Office.

The Shire of Broomehill-Tambellup recognise the importance of providing Elected members with the knowledge and resources that will enable them to fulfil their role in accordance with statutory compliance and community expectations and make educated and informed decisions.

Pursuant to the *Local Government Act 1995*, Elected Members must complete Council Member Essentials which incorporates the following training units:

(a) Serving on Council;
(b) Understanding Local Government;
(c) Conflicts of Interest;
(d) Understanding Financial Reports and Budgets; and
(e) Meeting Procedures and Debating.

All units and associated costs will be paid for by the Shire and must be completed in the twelve months immediately following election of the Elected Member. The training is valid for a period of five years.

Additionally, the Shire will publish, on the Shire's website, training undertaken by all Elected Members pursuant to the *Local Government Act 1995*.

ANNUAL CONFERENCE AND TRAINING EXPENSE ALLOCATION
Funding provision for Conference and Training Expenses shall be made in the Annual Budget.
The provision will be sufficient to allow for attendance by all Councillors at the annual Western Australian Local Government Association conference.

In addition to the annual budget allocation Council may include sufficient to cover the attendance by:

(a) the President at the Annual National Congress;
(b) two elected members at the National Roads Congress.

APPROVAL

Elected Members may attend conferences and training:

(a) following approval by the Council where such approval is required; or
(b) by informing the Chief Executive Officer in advance of attendance.

CONFERENCES AND TRAINING THAT MAY BE ATTENDED

The Conferences and Training to which this Policy applies shall generally be limited to the following:

(a) West Australian Local Government Association and Australian Local Government Association conferences.
(b) Special 'one off' conferences called for or sponsored by the West Australian Local Government Association and/or Australian Local Government Association on important issues.
(c) Annual conferences of the major professions in local government and other institutions of relevance to local government activities.
(d) West Australian Local Government Association Elected Member Training and Development.
(e) Training relating to the role of Elected Members.
(f) Other local government-specific training courses, workshops and forums, relating to such things as understanding the roles/responsibilities of Elected Members, meeting procedures, etc.

PAYMENT OF CONFERENCE AND TRAINING EXPENSES

Payment from Conference and Training Expense Allocation:

The Shire will pay Conference or Training expenses where the Elected Member has been authorised to attend and there is sufficient funds remaining within the Elected Member's Annual Conference and Training Expense Allocation.

Booking Arrangements:

Registration, travel and accommodation for Elected Members will be arranged through the administration office for travel and accommodation being provided. In general, all costs including airfares, registration fees and accommodation will be paid direct by the Shire. The main exception relates to the payment of daily allowances in lieu of accommodation as considered in 6.8.

Support Activities:

The Shire will pay all costs for Elected Members that are charged by organisers for support activities, including those costs relating to official luncheons, dinners and tours/inspections that are relevant to the conference and training event.

Accommodation:

(a) The Shire will pay reasonable accommodation costs for Elected Members including the night before and/or after the Conference and Training event where this is necessary because of travel and/or the Conference and Training event timetables which make it unreasonable to arrive at or return home in normal working hours.
(b) Accommodation shall normally be booked at the Conference and Training venue or, where unavailable, at a similar-rated accommodation in the vicinity of the Conference and Training venue.

Travel:

(a) Where travel is involved, the travel is to be undertaken with all due expedition by the shortest most practical route, to and from the Conference and Training venue. All reasonable travel costs for Elected Members to and from the venue/accommodation will be met by the Shire.

(b) Where air travel is involved, approval to attend should ideally be sought as soon as practicable to departure to facilitate booking arrangements.

(c) All air travel within Australia shall be by Economy Class.

(d) If accommodation is at the Conference or Training venue, or in close proximity, taxis should be used for reasonable travel requirements. Where necessary, a hire car may be arranged for the conduct of Council business. Costs of taxi fares, vehicle hire and parking, which are reasonable, required and incurred in attending Conferences and Training, will be reimbursed by the Shire.

(e) Where, in particular circumstances, Elected Members desire to travel interstate or intrastate by private motor vehicle, they will be reimbursed for vehicle costs in accordance with the local government kilometre allowance up to an equivalent amount that would have been expended had arrangements been made to travel by air.

Reimbursement of Expenses:

(a) An Elected Member attending a Conference and Training event is entitled to be reimbursed for 'normally accepted' living costs while travelling. Such living costs would include, but are not limited to:

- meals and refreshments for the Elected Member (that are not covered by the conference and Training registration costs);
- dry-cleaning and laundry expenses; and
- reasonable telephone, internet and facsimile charges.

(b) Elected Members will generally not be reimbursed for the cost of meals or refreshments for other people. The main exception is where it is indicated that the meal or refreshment provided to another person is in response to a meal or refreshments previously received.

(c) Expenses will generally be reimbursed from the time an Elected Member leaves home to attend an event to the time the Elected Member returns home. Should an Elected Member extend a visit by leaving prior to the time necessary to arrive for the event or return after the time at which the Elected Member could have returned following the event, reimbursements will be paid:

- for the days of the Conference and Training event only; and
- for the cost of travel to and from the airport to the accommodation to be used for the Conference and Training.

(d) Where a visit is extended, as discussed in paragraph 6.6(c), an Elected Member may stay for the period of the extension in different accommodation to that used for the attendance at the Conference and Training event. In such situations, the reimbursement of taxi fares will be to the estimated cost of travel between the Conference and Training event's accommodation and the airport. The Elected Member will be required to pay any greater amount.

(e) Where an Elected Member does not require paid accommodation for a Conference and Training event because the Elected Member is able to source accommodation from another party (the hosts), the Elected Member is entitled to be reimbursed for meal and refreshment costs provided to the hosts up to the amount that would have been incurred had paid accommodation been used.

(f) Where an Elected Member attends two Conference and Training events and there is a gap of no more than three days between the conclusion of the first event and the start of the second event, the Elected Member shall be entitled to reasonable accommodation expenses and the reimbursement of 'normally accepted' living costs during that 'gap' period. If the gap is greater than three days, only three days reimbursement can be claimed.

Elected Member/Delegate Accompanying Person:

(a) Where an Elected Member is accompanied at a Conference and Training event, all costs for or incurred by the accompanying person, including, but not limited to, travel, meals, registration and/or participation in any event programs, are to be borne by the Elected Member/ accompanying person and not by the Shire. The exception to the above being the cost of attending any official Conference and Training organised partner programs and dinner where partners would normally attend.

(b) The Shire will administer the registration and payment process for the accompanying person if the relevant forms have been completed.

(c) Where the Shire meets an account containing any expenditure or cost incurred on behalf of an accompanying person attending, such expenditure must be repaid to the Shire by the Elected Member/accompanying person within 30 days of being invoiced for such expenditure following the conclusion of the Conference and Training event.

Guidelines for Conference and Training Attendance:

(a) Generally, no more than two Elected Members may attend a particular Conference or Training event outside Western Australia at the same time. The Chief Executive Officer or the Council may, however, approve attendance by more than two Elected Members if a particular purpose or need arises.

(b) Elected Members will only be registered for conference and training events itemised in this Policy, if there is sufficient funds in the annual budget to meet the costs. Where there are insufficient funds to meet the cost of the Conference and Training, Council approval must be obtained before attendance if the costs are going to be claimed.

REPORT

Upon return from any intrastate or interstate Conference and Training event as detailed within this policy, where registration and other associated costs are met by the Shire of Broomehill-Tambellup, the attending Elected Member is required to prepare a report which is to be circulated to all Elected Members within one month.

~~**REVIEW**~~

~~In accordance with Section 5.128 (5) (a) of the Local Government Act 1955 the Elected Member Training and Professional Development Policy 1.11 be reviewed after each ordinary election.~~

1.12 ~~INTEGRATED~~ WORKFORCE PLANNING AND MANAGEMENT POLICY

Objective:	**To demonstrate that the Shire is committed to ensuring that strategic, operational and legislative objectives are met by effective workforce planning and resourcing to demonstrate compliance with the Integrated Planning requirements of the *Local Government Act (1995) Regulation s5.56(2)***		
Date of adoption:	21 March 2013	***Minute No.***	130308
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995* *s5.56(2) A government is to ensure that plans made under subsection (1) are in accordance with any regulations made about planning for the future of the district.*		
Internal References:	Shire of Broomehill-Tambellup Workforce Plan Shire of Broomehill-Tambellup Corporate Business Plan Shire of Broomehill-Tambellup Strategic Resource Plan Shire of Broomehill-Tambellup Strategic Community Plan		

POLICY STATEMENT

The Shire of Broomehill-Tambellup considers workforce planning to be an essential management function in its operations. They recognise that the achievement of all goals and objectives are reliant on the appropriate capacity, skills, knowledge of the workforce.

The Council is committed to resourcing workforce requirements through its integrated planning processes. The Council also recognises that the responsibility for managing people lies with the person who has the executive responsibility for the objectives of the service/activity/ function of their division.

DEFINITION OF WORKFORCE PLANNING

Workforce planning is a continuous process of shaping the workforce to ensure it is capable of delivering organisational objectives into the future. It provides the framework for assessing the demand and supply of the workforce and aims to have the right people in the right place at the right time to affect the delivery of organisational goals, resourced through effective long term financial and business plans.

MANDATE

The Shire will ensure the Workforce Plan addresses current and future best practice human resource management practices that include:

(a) effective and efficient recruitment and retention;

(b) role and responsibility definition and appropriate performance management;

(c) support and encouragement for staff to perform;

(d) staff training and development;

(e) legislative compliance;

(f) staff health and wellbeing (OSH) ; and

(g) flexibility in employment and work practices to meet organisational and employee needs.

RESPONSIBILITIES

(a) Executive, managers and supervisors have the responsibility and accountability for ensuring that all staff are managed appropriately within their own work areas;

(b) In each of these areas, current and future demand and supply should be assessed as part of the annual and strategic planning cycles;

(c) All managers will ensure effective setting of KPIs and performance criteria for their staff that will meet relevant organisational objectives;

(d) Staff appraisals will incorporate training and development plans to ensure the current and future skills and knowledge needs are met wherever practicable, with gaps and omissions reported to the CEO or other designated officer for inclusion in the Workforce Planning process;

(e) The Corporate services team will collect and monitor relevant workforce data and statistics;

(f) The relevant organisational planning and performance monitoring personnel will research and relevant workforce data, demographics and trends as part of the integrated planning cycle; and

(g) All Elected Members and officers involved in organisational, operational or project planning will ensure that workforce implications are considered and included in all strategic or operational plans.

REQUIRED OUTCOME

Monitor and Review

The Shire will implement a robust reporting and recording system that will be regularly monitored to ensure human resource supply and demand management is appropriately implemented and sustained across the organisation and there is ongoing identification of issues and trends.

Workforce planning key performance indicators, relating to both organisational and personal performance will be developed, implemented and monitored by the Shire's Executive and the Council as appropriate and reported as required, being mindful of human resource management confidentiality requirements.

1.13 ASSET MANAGEMENT POLICY

Objective:	**To ensure that services provided by the Shire of Broomehill-Tambellup continue to be delivered in a sustainable manner by ensuring that assets used to support the service delivery, continue to function to the level of service determined by the Council.** **It will also provide clear direction as to how the Council, as custodians of Community assets, will manage those assets within an Asset Management Framework.**		
Date of adoption:	21 March 2013	***Minute No.***	130322
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995*		
Internal References:	Shire of Broomehill-Tambellup Asset Management Improvement Strategy Shire of Broomehill-Tambellup Strategic Resource Plan		

POLICY

To achieve the policy objective, the Shire of Broomehill-Tambellup is committed to ensuring that Asset Management is recognised as a major corporate function within the Council and that staff are committed to supporting the function in line with this policy.

The Shire is committed to making informed decisions in relation to its assets. To achieve this, the Shire has prepared an Asset Management Improvement Strategy that will guide the implementation of asset management practices across the organisation. The major outcome being the adoption by the Council of an Asset Management Plan for the following classes of assets:-

(a) Roads;
(b) Pathways;
(c) Buildings;
(d) Storm water;
(e) Parks and reserves; and
(f) Other assets (including plant and equipment).

The Asset Management Plan will form part of the Shire's day-to-day business practices. It will define the level of service to be provided and will be used to make informed decisions in relation to considering the need to maintain or renew existing assets, acquire new assets, upgrade existing assets or dispose of assets to support service delivery.

The Asset Management Plan will be prepared in accordance with the IPWEA's International Infrastructure Manual recommended format and will include long term (20 year) financial modelling of the renewal profile of each asset class and will be underpinned by the long term financial plan.

The Shire of Broomehill-Tambellup has limited resources and is the custodian of a large number of assets, many of which have reached or gone beyond their economic life.

In making informed decisions in relation to assets, the Council will consider the following key principles:-

1. Philosophy of renewing assets before acquiring new assets and, where possible, rationalising assets that are no longer used or do not provide the necessary level of service defined for that asset;
2. Prior to consideration of any major refurbishment or improvement to an asset, a critical review of the following shall occur as part of the evaluation process:-

    (a) Need for the facility (short and long term);
    (b) Legislative requirements;
    (c) Opportunities for rationalisation;
    (d) Future liability including ultimate retention/disposal; and
    (e) Opportunities for multiple use.
3. All capital works projects will be evaluated in accordance with a capital evaluation model and take into account capital cost, ongoing cost of maintenance, refurbishment, replacement and operating cost ('whole of life' cost assessment). Projects will be assessed against the objectives and priorities within corporate planning documents, including the Strategic Community Plan, Plan for the Future and Asset Management Plan.
4. In respect to road infrastructure, the Council will aim to maximise state and federal grants and recognise the need to allocate sufficient local government funds on road projects in each year to support this aim.

RESPONSIBILITY AND REPORTING

Council – is responsible for approving (including amendments to) the following documents:-
(a) Asset Management Policy;
(b) Asset Management Improvement Strategy; and
(c) Asset Management Plan.

The Council is also responsible for ensuring (upon recommendation from the CEO) that sufficient resources are allocated to achieve the objectives of the above documents.

In adopting asset management plans, the Council is also determining the Level of Service for each asset class.

Chief Executive Officer (CEO) – is responsible for ensuring that systems are in place to ensure that the Councils Asset Management Policy, Asset Management Improvement Strategy and Asset Management Plan are prepared and kept up to date, reviewed at least annually and that recommendations are put to the Council in relation to appropriate resource allocation to fulfil the objectives of the above documents. The CEO reports to the Council on all matters relating to asset management.

~~**Asset Management Working Group (AMWG)** – is responsible for ensuring that Councils Asset Management Improvement Strategy is achieved and that the Asset Management Plan is prepared and maintained in accordance with Councils Asset Management Policy.~~

~~Where amendments to Councils Asset Management Policy, Asset Management Improvement Strategy or Asset Management Plan are identified, or aspects of the above are not being achieved or adhered to, the Asset Management Working Group is responsible for reporting this to the CEO for consideration.~~

~~The Asset Management Working Group reports to the CEO on all matters relating to asset management.~~

Managers – are responsible for supporting the allocation of staff to the Asset Management Working Group and ensuring that resources under their control are appropriately allocated to achieving the Asset Management Improvement Strategy. All Managers report to the CEO on all matters relating to the implementation of Asset Management Plans under their area of control.

~~**POLICY DEFINITIONS**~~

~~**'Asset'** means a physical item that is owned or controlled by the Shire of Broomehill-Tambellup, and provides or contributes to the provision of service to the community (in this context, fixed assets that support the delivery of services to the community such as roads, buildings and parks).~~

~~**'Asset Management'** means the processes applied to assets from their planning, acquisition, operation, maintenance, replacement and disposal, to ensure that the assets meet the Councils priorities for service delivery.~~

~~**'Asset Management Plan'** means a plan developed for the management of an asset or asset category (that includes community service, technical and financial considerations) over the lifecycle of the asset.~~

~~**'Council'** means the elected members' to the Council of the Shire of Broomehill-Tambellup.~~

~~**'Infrastructure Assets'** are fixed assets that support the delivery of services to the community. These include the broad asset classes of roads, drainage, buildings, parks and play equipment.~~

~~**'Level of Service'** means the combination of function, design and presentation of an asset. The aim of asset management is to match the asset and level of service to the community expectation, need and level of affordability.~~

~~**'Life Cycle'** means the cycle of activities that an asset goes through while it retains an identity as a particular asset.~~

~~**'Whole of Life Cost(s)'** means the total cost of an asset throughout its life including planning and design, construction, acquisition, operation, maintenance and rehabilitation and disposal costs.~~

~~**'Maintenance'** means regular and ongoing day to day work necessary to keep the asset operating and to achieve its optimum life expectancy.~~

~~**'New'** means creation of a new asset to meet additional service level requirements.~~

~~**'Operations'** means the regular activities to provide public health, safety and amenity and to enable the assets to function (eg: road sweeping, grass mowing, cleaning, street lighting and graffiti removal).~~

~~**'Renewal'** means restoration, rehabilitation or replacing an existing asset to its original capacity. This may include the fitting of new components necessary to meet new legislative requirements in order that the asset may achieve compliance and remain in use.~~

~~**'Renewal Profile'** means a predicted future capital expenditure profile necessary to achieve a user-defined asset condition outcome.~~

~~**'Resources'** means the combination of plant, labour and materials, whether they be external (contractors/consultants) or internal (staff/day labour).~~

~~**'Risk'** means probability and consequence of an event that could impact on the Councils ability to meet its corporate objectives.~~

~~**'Shire'** means the collective Shire of Broomehill-Tambellup organisation. The Chief Executive Officer of the Shire of Broomehill-Tambellup is responsible for ensuring the Shire's obligations and commitments are met.~~

~~**'Stakeholders'** are those people/sectors of the community that have an interest or reliance upon an asset and who may be affected by changes in the level of service of an asset.~~

~~**'Upgrade'** means enhancing an existing asset to provide a higher level of service.~~

1.14 ASSET CAPITALISATION THRESHOLDS

Objective:	**To establish a minimum threshold amount for the recognition of non-current assets.**		
Date of adoption:	18 April 2013	***Minute No.***	130404
Date of amendment:	15 October 2020	***Minute No***	201004
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996*		
Internal References:			

POLICY

For reasons of practicality, the following materiality thresholds will be applied for the recognition of non-current assets:-

(a) Land – all purchases are capitalised, with the exception of land resumed for public works if the resumption cost is less than $5,000.

(b) Buildings – expenses totalling less than $5,000 on any one building in any year need not be capitalised.

(c) Furniture & Equipment – expenses totalling less than $5,000 on any one item in any year need not be capitalised.

(d) Plant & Equipment - expenses totalling less than $5,000 on any one item in any year need not be capitalised.

(e) Infrastructure – expenses totalling less than $5,000 on any one item in the following classes in any year need not be capitalised:-

- Roads;
- Bridges;
- Drainage;
- Footpaths;
- Parks and Gardens;
- Other Infrastructure.

(f) Works in Progress – amounts shown in the above classes are applicable to all works in progress.

Purchases below the capitalisation threshold will be expensed in the year of purchase.

DEFINITION

The 'Western Australian Local Government Accounting Manual' states that an 'asset' by definition is:-

'An Asset is considered to be a resource controlled by the local government as a result of past events and from which future economic benefits are expected to flow to the local government.'

By this definition, an asset does not require the local government to actually own the property, plant or equipment for it to be classified as an asset. The local government only needs to have control of the item and be able to direct its use to achieve its strategic goals and receive future benefits from its use.

1.15 COMMUNITY ENGAGEMENT ~~POLICY~~

Objective:	**To affirm the Council's commitment to the principals of community engagement and consolidate and enhance its practice.**		
Date of adoption:	18 April 2013	***Minute No***	130407
Date of amendment:	20 August 2015	***Minute No***	150806
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995* *Planning and Development Act 2005*		
Internal References:	Shire of Broomehill-Tambellup Strategic Community Plan Policy 1.23 Public Relations – Press Releases Management Practice 1.6 Community Engagement Framework Shire of Broomehill Town Planning Scheme No. 1 Shire of Tambellup Town Planning Scheme No. 2		

PURPOSE

Effective community engagement allows us to tap into wider perspectives, sources of information and potential solutions to improve decisions and services. It also provides the basis for productive relationships, improved dialogue and deliberation, and ultimately, better democracy.

The Shire of Broomehill-Tambellup commits to using community engagement to:

(a) Strengthen relationships between the council and the community by allowing for clear and honest communication, improving the understanding of each other's opinions, concerns, restrictions and strengths;

(b) Help encourage ownership within the community over strategies, projects and decisions. This community ownership can support long-term sustainability of projects and initiatives;

(c) Helping the council develop an understanding of the make-up, characteristics, needs and priorities of the community; and

(d) Searching for solutions, information, and opportunities that the council could not develop on its own. There is a wealth of information within the community and engagement allows the council to access this for the development of strategies and policies.

It is important that the community understands that there are many factors that impact on a council decision being made.

Factors such as financial and resource considerations, political directives and environmental and social concerns all play important roles in the decision making process.

The level of engagement that is selected for the process will also impact on how the data is used within the council and the decision-making process.

If a difference occurs between community input and the council's final decision, the reasons will be clearly and unambiguously stated.

SCOPE

When will community engagement be used?

Different issues and situations will require different engagement levels and methods. Different levels of decision making requiring different approaches to consultation include:

(a) **Site specific** – matters about a particular site such as a change in use or sale of a property, excluding matters that need to be decided under the *Planning and Development Act 2005*;
(b) **Area improvement** – Matters that affect people in a specific area or neighbourhood;
(c) **Service planning for entire municipality** – To develop or improve a service that would see a significant change in the level of service;
(d) **Policy development** – To develop or improve policies or the council's position on particular matters. This does not include internal operating matters;
(e) **Key strategic issues/major development** – A project that, because of its size, could impact on the finances or the future of the whole municipality;
(f) **Strategic plans for the shire** – Establishing the decision-making framework for the council, for example, the Corporate Plan;
(g) **Legislative requirements** – this refers to all prescribed activity under the *Local Government Act (1995)* and any other relevant Acts.

Community engagement methods

The five levels of engagement used within the Shire of Broomehill-Tambellup are based on the IAP2 spectrum for public participation and are detailed below;

Inform

Goal: To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions;
Promise: We will keep you informed;
Examples: Fact sheets, websites, open houses, media campaigns, project bulletins.

Consult

Goal: To obtain public feedback on analysis, alternatives, and/or decisions;
Promise: We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision;
Examples: Public comment, focus groups, surveys, public meetings, targeted feedback (eg specific stakeholders).

Involve

Goal: To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered;
Promise: We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision;
Examples: Workshops, project/strategy planning, steering committees, deliberative polling.

Collaborate
Goal: To partner with the public in each aspect of the decision including the development of alternatives, and the identification of the preferred solution;
Promise: We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible;
Examples: Community advisory committees.

Empower
Goal: Public make recommendations to the Council;
Promise: The Council will consider the recommendations;
Examples: The Council committees with delegated decision-making authority.

The IAP2 Spectrum includes 'empower' as level of community engagement, whereby final decision making is in the hands of the public. Under the Local Government Act 1995, the only way community members could make decisions would be if Council delegated decision-making authority to a committee in accordance with Section 5.8 of the Act, and this is permissible for matters that relate to Shire property or a Shire event. Therefore the Shire will not use the Empower category in its Community Engagement Matrix.

POLICY
The Shire of Broomehill-Tambellup **must** use community engagement methods when:

(a) It is required by legislation;
(b) An issue may have potential impacts on the health, safety or well-being of any community member.

The Shire of Broomehill-Tambellup **should** use community engagement methods when:

(a) Any proposed changes will impact on current users or customers of a council service or facility;
(b) Any proposed changes will affect the rights or entitlements of community members, including minority groups;
(c) There is potential impact on surrounding neighbours;
(d) It wants to identify community issues, needs and priorities;
(e) It wants to monitor customer satisfaction with the council's services facilities;
(f) There is a level of controversy or conflict or sensitivity about a particular issue;

The council is committed to ensuring that all community engagement processes will be delivered in a manner that allows community members to identify the issue and input into the process. The Council aims for the participation of ~~500 or~~ 10% of residents ~~(whichever is fewer)~~, and a minimum of two documented community engagement mechanisms will be used.

The official consultation period, during which the council will receive submissions on documents, strategies and policies, will be a minimum of three weeks and a maximum of six. This is in addition to the community engagement period that is conducted prior to the development of the document.

The community will receive a minimum of two weeks' notice for any community engagement methods that requires them to attend or participate in events outside their ordinary routine.

Where appropriate, community engagement methods will be held at various locations throughout the shire.

We commit to the following level of engagement appropriate for each circumstance.

	Strategic plan	Policy development	Site specific	Service planning	Area improvement	Legislative requirements
Inform	**1**	**3**	**1**	**2**	**1**	**1**
Consult	**2**	**3**	**3**	**2**	**2**	**3**
Involve	**3**	**3**	**3**	**3**	**3**	**3**
Collaborate	**4**	**4**	**4**	**4**	**3**	**5**
Empower	**5**	**5**	**5**	**5**	**5**	**5**

1 = every time
2 = in most circumstances
3 = depending on program/issue/timing
4 = on the odd occasion
5 = very rarely

The Shire of Broomehill-Tambellup is also committed to ensuring that data and information gathered via community engagement methods forms a vital component of its decision-making process.

Use of information and data
There are many factors that impact on a council decision being made. Factors such as financial and resource considerations, political directives and environmental and social concerns all play important roles in the decision making process.

The level of engagement that is selected for the process will also impact on how the data is used within the council and the decision-making process. If a difference occurs between community input and the council's final decision, the reasons will be clearly and unambiguously stated.

As part of its commitment to the effectiveness of engagement, the council's associated decision-making process will be evaluated after a final decision has been made.

Community engagement information and data will also be used within the organisation where appropriate. This is of course except for information that is restricted due to privacy considerations.

RELATED POLICIES

Policy 1.23 Public Relations - Press Releases

RELATED LEGISLATION

***Planning and Development Act 2005*, Shire of Broomehill Town Planning Scheme No. 1, Shire of Tambellup Town Planning Scheme No. 2**

The Shire of Broomehill-Tambellup has a number of obligations under the above to advertise or 'give notice' of planning applications and amendments to the Town Planning Schemes which are set out under the *Planning and Development Act 2005*.

~~***Local Government Act 1995***~~

~~The *Local Government Act 1995* outlines provisions for the rights of people to make submissions to Council.~~

~~There are minimum requirements for submissions depending on the matter for which Council is seeking community opinion.~~

~~Some of the documents governed by the *Local Government Act 1995* include:~~

~~(a) Council Strategic Plan;~~
~~(b) Local Laws;~~
~~(c) Road Closures;~~
~~(d) Intention to Sell; and~~
~~(e) Intention to Lease.~~

REFERENCES

Management Practice 1.6 Community Engagement Framework ~~2013~~

1.16 ~~ORGANISATIONAL~~ RISK MANAGEMENT POLICY

Objective:	**To ensure compliance with the Integrated Planning requirements of the *Local Government Act (1995)* Section 5.56(2), *Local Government (Audit) Regulations 1996* amended 2013 and Section 7.2 of the Western Australian Local Government Accounting Manual – Internal Control Framework.**		
Date of adoption:	15 May 2014	***Minute No***	140505
Date of amendment:	15 October 2020	***Minute No***	201004
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995 section 5.56(2)* *Local Government (Audit) Regulations 1996 r17*		
Internal References:	Shire of Broomehill-Tambellup Organisational Risk Management Guidelines WA Local Government Accounting Manual - Internal Control Framework - Section 7.2		

POLICY STATEMENT

The Shire is committed to organisation-wide risk management principles, systems and processes that ensure consistent, efficient, and effective assessment of risk in all planning, decision making and operational processes. This will ensure compliance with the Integrated Planning requirements of the *Local Government Act (1995)* section 5.56(2), *Local Government (Audit) Regulations 1996* and Section 7.2 of the Western Australian Local Government Accounting Manual – Internal Control Framework.

DEFINITION OF RISK

AS/NZS ISO 31000:~~2009~~ 2018 defines risk as 'the effect of uncertainty on objectives.'

(a) A risk is often specified in terms of an event or circumstance and the consequences that may flow from it.
   - ~ An effect may be positive, negative, or a deviation from the expected;
   - ~ An objective may be financial, related to health and safety, or defined in other terms.

(b) Risk Management is defined as the application of coordinated activities to direct and control an organisation with regard to risk.

PRINCIPLES – FRAMEWORK - PROCESS

The Shire of Broomehill-Tambellup considers risk management to be an essential management function in its operations. They recognise that the risk management responsibility for managing specific risks lies with the person who has the responsibility for the function, service or activity that gives rise to that risk.

Council is committed to the principles, framework and process of managing risk as outlined in AS/NZS ISO 31000:~~2009~~2018.

The Shire will manage risks continuously using a process involving the identification, analysis, evaluation, treatment, monitoring and review of risks. It will be applied to decision making through all levels of the organisation in relation to planning or executing any function, service or activity.

In particular it will be applied to:

(a) Strategic and operational planning;
(b) Expenditure of large sums of money ;
(c) New strategies and procedures;
(d) Management of projects, tenders and proposals;
(e) Introducing significant change; and
(f) The management of sensitive issues.

Risk management objectives:

(a) The achievement of organisational goals and objectives;
(b) Compliance with Local Government Act (1995) Regulation S5.56(2);
(c) The ongoing health and safety of all employees at the workplace;
(d) Ensuring public safety within the Council's jurisdiction is not compromised;
(e) Limited loss or damage to property and other assets;
(f) Limited interruption to business continuity;
(g) Positive public perception of the Council and the Shire;
(h) Application of equal opportunity principles in the workforce and the community.

RESPONSIBILITIES

(a) Executives, managers and supervisors have the responsibility and accountability for ensuring that all staff effectively manage the risks within their own work areas. In each of these areas, risks should be anticipated and reasonable protective measures taken;
(b) All managers will encourage openness and honesty in the reporting and escalation of risks;
(c) All staff will be encouraged to alert management to the risks that exist within their area, without fear of recrimination;
(d) All staff will, after appropriate training, adopt the principles of risk management and comply with all policies, procedures and practices relating to risk management;
(e) All staff and employees will, as required, conduct risk assessments during the performance of their daily duties. The level of sophistication of the risk assessment will be commensurate with the scope of the task and the associated level of risk identified;
(f) Failure by staff to observe reasonable directions from supervisors regarding the management of risks and/or failure of staff to take reasonable care in identifying and treating risks in the workplace may result in disciplinary action;
(g) It is the responsibility of every department to observe and implement this policy in accordance with procedures and initiatives that are developed by management from time to time; and
(h) The Council is committed morally and financially to the concept and resourcing of risk management.

MONITOR AND REVIEW

The Organisation will develop and implement a robust reporting and recording system that will be regularly monitored to ensure closeout of risks and identification of ongoing issues and trends.

Risk management key performance indicators, relating to both organisational and personal performance will be developed, implemented and monitored, by the Shire's Executive and the Council as appropriate.

Significant or Extreme Risks will be reported to the Council Audit and Risk Committee and reviewed to determine appropriate treatments or whether to continue with the activity or service from which the risk arises.

1.17 CORPORATE CREDIT CARDS

Objective:			
Date of adoption:	18 September 2014	***Minute No.***	140904
Date of amendment:	20 May 2021	***Minute No:***	210510
Date of last review:	20 May 2021		
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996 r11(1)(a)*		
Internal References:	Management Practice 4.2 – Employee Corporate Credit Cards Policy 3.1 Purchasing Policy		

POLICY STATEMENT

Corporate credit cards can deliver significant benefits through improved administrative practices and more effective cash management. They can, however, also expose a local government to significant risks if not properly controlled. These risks can be minimised by implementing policies to control their use. Credit cards can be a more efficient purchasing method than that of formal methods in some circumstances. It can reduce administration costs, and the need to carry cash.

It is important to have a communication strategy that informs new employees and reminds existing employees of the policies that govern the use of credit cards.

Advantages of Corporate Credit Cards

When used correctly, a credit card can –

(a) eliminate or reduce time spent on paper based ordering and payments;

(b) reduce administrative costs;

(c) reduce the number of payments made per month;

(d) provide a useful resource in remote and emergency situations;

(e) reduce the need to carry cash on the premises; and

(f) provide an effective audit trail of expenditure.

LEGISLATION

The use of credit cards is not specifically mentioned in the *Local Government Act 1995*, however the following sections of the Act impact the use and control of corporate credit cards –

(a) Section 2.72(2) (a) and (b) requires the Council to oversee the allocation of the local governments finances and resources and to determine the policies of the local government.

(b) Section 6.5(a) requires the CEO to ensure proper accounts and records of the transactions and affairs of the local government are kept in accordance with regulations.

Local Government (Financial Management) Regulations 1996 r11(1)(a) requires local governments to develop procedures for the authorisation of, and the payment of, accounts to ensure that there is effective security for, and properly authorised use of cheques, credit cards, computer encryption devices and passwords, purchasing cards and any other devices or methods by which goods, services, money or other benefits may be obtained.

The *Local Government Act 1995* does not allow for the issue of Corporate Credit Cards to elected members. There are no provisions within the Act which allow an elected member to incur a debt, as would be the case with a credit card.

Policies and Procedures Governing the Use of Corporate Credit Cards

Management Practice 4.2 – Employee Corporate Credit Cards provides guidance for the use of corporate credit cards by the CEO, Managers and Governance and Executive Assistant; and authorises the CEO to establish procedures controlling the use of credit cards.

GENERAL

Corporate Credit Cards shall only be issued to the Chief Executive Officer, Managers and the Governance and Executive Assistant.

(a) Each officer shall sign an agreement which sets out the card holders responsibilities and legal obligations when using the credit card –

(b) a register of all current cardholders shall be kept which includes card number, expiry date of the credit card, credit limit and details of goods and services the cardholder has authority to purchase;

(c) in the event of their employment ceasing, the cardholder is to return the credit card for destruction;

(d) if a card is lost or misplaced the cardholder shall notify the Chief Executive Officer immediately to enable the loss to be reported and to arrange a replacement card;

(e) credit cards should never be transferred to other users;

(f) any reward schemes such as Fly Buys will be to the benefit of the Council and not the employee;

(g) what action is to be taken in the event that a cardholder fails to comply with this policy.

PURCHASING

(a) corporate credit cards are only to be used for purchasing goods and services on behalf of the local government which have been authorised in the current annual budget;

(b) card holders should ensure that suppliers record an adequate description of goods or services on the tax invoice to ensure appropriate levels of accountability. Appropriate documentation should be obtained to ensure that the purchase can be verified to the satisfaction of the CEO. Wherever possible, a tax invoice must be obtained;

(c) cardholders must adhere to 3.1 Purchasing Policy;

(d) personal expenditure is prohibited;

(e) under no circumstances shall a Corporate Credit Card be used for cash withdrawals;

(f) all corporate credit cards issued shall have a maximum limit of $5,000;

(g) where a cardholder undertakes purchases by way of facsimile, telephone or over the internet a tax invoice or receipt is required in all circumstances and must contain details of the purchase;

(h) all invoices/receipts must be provided to the Rates/Finance Officer as soon as practicable after the credit card purchase is made.

PAYMENTS

(a) on receipt of the monthly statement, the Rates/Finance Officer will attach all invoices/receipts to the statement and assign GL/Job number allocations;

(b) the monthly credit card statement will be distributed to the respective cardholder to certify transactions;

(c) the monthly balance for each credit card will be recouped by direct debit from the Municipal Fund on the statement due date.

AUSTRALIAN BUSINESS NUMBER (ABN)

Cardholders should remember that if a supplier does not have an ABN and Pay As You Go tax has not been withheld on the credit card statement, the local government is still liable to pay the corporate credit card provider the full amount and also the ATO, prevailing ABN Withholding Tax Rate (46.5% as at 1 July 2014) of the purchase price.

GUIDELINES FOR USE OF CORPORATE CREDIT CARDS

It is not proposed to list or describe every situation where the corporate credit card can or should be used but rather to provide general guidelines to be followed – officers should be scrupulous in the usage of corporate credit cards and always have appropriate documentation which can verify and justify the expenditure to the CEO.

Expenditure utilising the corporate credit card should, where possible, be kept to a minimum. The preferred method or purchasing goods or services is by using an official council purchase order. On occasion it is recognised that some goods cannot be purchased by order or because of circumstances (ie away from the office) it is more convenient to use the credit card.

Purchase of food, drink or other forms of entertainment should be restricted to officially sanctioned events such as –

(a) whilst travelling on council business – training, conferences etc;
(b) providing sustenance for councillors or staff;
(c) meals following council meetings;
(d) meals for emergency personnel during an emergency.

Appendix A – AUTHORITY FOR ISSUE OF CORPORATE CREDIT CARD

Name of Cardholder:	
Position:	
From:	Chief Executive Officer
Date:	

CORPORATE CREDIT CARD USER AGREEMENT

As the Chief Executive Officer, I have authorised the issue of a Shire of Broomehill-Tambellup Corporate Credit Card in line with your duties as a Council officer.

The following conditions apply –

1. You have been authorised a card limit of $5,000;
2. All transactions are within allocation budget provision;
3. The card is issued in your name, however it is a corporate credit card and all transactions must be official transactions on behalf of the Shire of Broomehill-Tambellup. Under no circumstances must the card be used for private purposes;
4. At any time, the Chief Executive Officer can call an enquiry into the use of the card, and any findings of transactions that are unauthorised, excessive or unreasonable will result in disciplinary action;
5. The card must be kept in a safe place;
6. Under no circumstances will cash be withdrawn from the card;
7. All tax invoices and receipts must be kept to validate transactions. Note, a credit card statement or EFTPOS receipt is not acceptable (GST cannot be claimed as it does not meet GST requirements to claim a refund). Cardholders must ensure tax invoices and receipts contain the following –
    i. Suppliers name;
    ii. Suppliers ABN;
    iii. Brief description of goods and services supplied;
    iv. Identifies transactions where GST applies;
    v. If the transaction relates to entertainment, the cardholder must document how many people they entertained, and the names of the Council officers that attended (for FBT purposes)
8. Cardholders must mark next to all transactions the costing accounts and ensure all tax invoices and receipts are attached to the monthly statement. The cardholder must certify that the transactions on the statement are correct;
9. The Chief Executive Officer is to sign off on all credit card statements;
10. If the card is lost or stolen, you must immediately notify the Chief Executive Officer so the card can be cancelled and a replacement ordered;
11. If your employment is terminated, your card and all tax invoices must be submitted to the Chief Executive Officer in the last week of your employment;

I have read the above Corporate Card User Agreement and agree to abide by the conditions as detailed above.

Credit Card No:_____

Name:_____

Signature:_____

1.18 INTERNAL CONTROL

Objective:	**To ensure that appropriate internal controls are implemented in order to:** **1. Fulfil the statutory obligations under the Local Government (Financial Management) Regulations 1996 and Local Government (Audit) Regulations 1996; and** **2. Ensure that the Shire's assets are safe from loss due to fraud and mismanagement.**
Date of adoption:	20 November 2014 ***Minute No.*** 141113
Date of amendment:	
Date of last review:	15 October 2020
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996* *Local Government (Audit) Regulations 1996 r17*
Internal References:	

POLICY STATEMENT

The Council will, through the CEO, ensure that appropriate and efficient internal controls are in place covering:

(a) Staffing and segregation of duties;

(b) Information technology;

(c) Documented procedures and processes covering the recording, reporting and authorisation of transactions; and

(d) Monitoring performance and adherence.

1.19 LEGISLATIVE COMPLIANCE

Objective:	**To ensure that the Shire of Broomehill-Tambellup complies with legislative requirements.**		
Date of adoption:	20 November 2014	***Minute No***	141114
Date of amendment:	15 October 2020	***Minute No***	211004
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996* *Local Government (Audit) Regulations 1996 r17*		
Internal References:	Policy 2.2: Safety and Health in the Workplace		

BACKGROUND

A fundamental principle of good public administration is that public officials comply with both the letter and the spirit of the law.

The Shire of Broomehill-Tambellup has an obligation to ensure that legislative requirements are complied with. The community and those working at the Shire have an expectation that the Council will comply with applicable legislation and the Council should take all appropriate measures to ensure that that expectation is met.

Regulation 14 of the *Local Government (Audit) Regulations 1996* requires local governments to carry out a compliance audit for the period 1 January to 31 December in each year. The compliance audit is structured by the Department of Local Government and Communities and relates to key provisions of the *Local Government Act 1995*.

Regulation 17 of the *Local Government (Audit) Regulations 1996* also requires a review of the appropriateness and effectiveness of systems and procedures in relation to legislative compliance at least once every two calendar years and a report to the Audit Committee on the results of that review.

POLICY STATEMENT

The Council will have appropriate processes and structures in place to ensure that legislative requirements are achievable and are integrated into the operations of the Council.

These processes and structures will aim to:-

(a) Develop and maintain a system for identifying the legislation that applies to the Shire's activities.
(b) Provide training for relevant staff, Councillors, volunteers and other relevant people in the legislative requirements that affect them.
(c) Provide people with the resources to identify and remain up-to-date with new legislation.
(d) Establish a mechanism for reporting non-compliance.
(e) Review accidents, incidents and other situations where there may have been noncompliance.
(f) Review audit reports, incident reports, complaints and other information to assess how the systems of compliance can be improved.

ROLES AND RESPONSIBILITIES

Councillors and Committee Members

(a) Councillors and Committee members have a responsibility to be aware and abide by legislation applicable to their role.

Senior Management

(a) Senior Management should ensure that directions relating to compliance are clear and unequivocal and that legal requirements which apply to each activity for which they are responsible are identified. Senior Management should have systems in place to ensure that all staff are given the opportunity to be kept fully informed, briefed and/or trained about key legal requirements relative to their work within the financial capacity to do so.

Employees

(a) Employees have a duty to seek information on legislative requirements applicable to their area of work and to comply with the legislation. Employees shall report through their supervisors to Senior Management any areas of noncompliance that they become aware of.

Implementation of Legislation

The Council will have procedures in place to ensure that when legislation changes, steps are taken to ensure that future actions comply with the amended legislation.

LEGISLATIVE COMPLIANCE PROCEDURES

Identifying Current Legislation

The Council accesses electronic up to date versions of legislation through the Western Australian State Law Publisher website at www.slp.wa.gov.au Direct access to this site is provided from the Council's networked computers.

Identifying New or Amended Legislation

(a) Western Australian Government Gazette

The Council can access electronic up to date versions of the Western Australian Government Gazette from the State Law Publisher website https://www.slp.wa.gov.au/gazette/gazette It is incumbent on the CEO and Senior Staff to determine whether any gazetted changes to legislation need to be incorporated into processes.

(b) Department of Local Government, Sport and Cultural Industries

The Council receives regular circulars from the Department of Local Government, Sport and Cultural Industries on any new or amended legislation. Such advice is received through the Council's Records section and is distributed to the CEO and relevant Council officers for implementation.

(c) Department of Planning, Lands and Heritage

The Council receives Planning Bulletins from the Department of Planning, Lands and Heritage on any new or amended legislation. Such advice is received through the Council's Records section and is distributed to the relevant Council officers for implementation.

(d) Western Australian Local Government Association (WALGA)

The Council receives regular circulars from WALGA and these circulars highlight changes in legislation applicable to local governments.

Obtaining advice on Legislative Provisions
The Council will obtain advice on matters of legislation and compliance where this is necessary. Contact can be made with the Department of Local Government, Sport and Cultural Industries, WALGA or the relevant initiating government department for advice.

Informing Council of Legislative Change
If appropriate the CEO will, on receipt of advice of legislative amendments, advise the Council on new or amended legislation. The Council's format for all its reports to Council meetings provides that all reports shall have a section headed 'Statutory implications' which shall detail the sections of any Act, Regulation or other legislation that is relevant.

Review of Incidents and Complaints of Non-compliance
The Council shall review all incidents and complaints of non-compliance. Such reviews will assess compliance with legislation, standards, policies and procedures that are applicable.

Reporting of Non-compliance
All instances of non-compliance shall be reported immediately the supervising manager. The supervising manager shall determine the appropriate response and then report the matter the relevant Manager. The CEO may investigate any reports of significant non-compliance and if necessary report the non-compliance to the Council and/or the relevant government department. The CEO will also take the necessary steps to improve compliance systems.

1.20 COMPLAINTS

Objective:	**To recognise the Council's commitment to a fair complaints and grievance management process in the Shire.**		
Date of adoption:	20 August 2015	***Minute No.***	150805
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup Customer Service Charter Policy 1.7 Customer Service Policy 1.26 Unreasonable Complainant Conduct Code of Conduct for Employees		

POLICY STATEMENT

The Shire of Broomehill-Tambellup is committed to providing quality customer service to all its stakeholders and internal customers; however, recognises that, from time to time, customers may wish to provide feedback including that which constitutes a complaint or grievance associated with the Council's services or facilities.

The Chief Executive Officer is responsible for developing an organisational culture which accepts complaints as an opportunity to improve service to the community. In doing this, the CEO will establish, maintain, monitor and report on, if requested, a complaints or grievance management system which:

(a) Ensures commitment to efficient and reasonable resolution of complaints.
(b) Ensures the privacy and fair treatment of all parties.
(c) Provides a framework for the recording and analysis of complaints to assist with continuous improvement of policies and work practices.
(d) Responds promptly to all complaints it receives.

A procedure exists for dealing with both internal and external complaints and grievances and is included in the induction process for all employees. The Council's Customer Service Charter advises customers on how to provide feedback to Council on its services and facilities.

SCOPE

Council's Complaints Policy applies to the whole of the organisation.

1.21 STANDING COMMITTEES OF COUNCIL – TERMS OF REFERENCE

****Council Policy Recommended to be Repealed****

Objective:	**To provide guidance to the Standing Committees of Council.**		
Date of adoption:	19 November 2015	***Minute No.***	151111
Date of amendment:	23 July 2020	***Minute No.***	200712
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995 s.5.8* *Local Government (Audit) Regulations 1996 r16*		
Internal References:			

AUDIT COMMITTEE – TERMS OF REFERENCE

The Audit Committee shall consist of all members with the quorum to be four members.

The duties and responsibilities of the Audit Committee will be to:

1. Provide guidance and assistance to Council as to the carrying out of the functions of the local government in relation to audits;

2. Develop and recommend to Council an appropriate process for the selection and appointment of a person as the local government's auditor;

3. Develop and recommend to Council –
   - a list of those matters to be audited; and
   - the scope of the audit to be undertaken;

4. Recommend to Council the person or persons to be appointed as auditor;

5. Develop and recommend to Council a written agreement for the appointment of the external auditor. The agreement is to include –
   - the objectives of the audit;
   - the scope of the audit;
   - a plan of the audit;
   - details of the remuneration and expenses to be paid to the auditor; and
   - the method to be used by the local government to communicate with, and supply information to, the auditor;

6. Meet with the auditor once in each year and provide a report to Council on the matters discussed and outcome of those discussions;

7. Liaise with the CEO to ensure that the local government does everything in its power to –
   - assist the auditor to conduct the audit and carry out his or her other duties under the *Local Government Act 1995;* and
   - ensure that audits are conducted successfully and expeditiously;

8. Examine the reports of the auditor after receiving a report from the CEO on the matters to –
   - determine if any matters raised require action to be taken by the local government; and
   - ensure that appropriate action is taken in respect of those matters;

9. Review the report prepared by the CEO on any actions taken in respect of any matters raised in the report of the auditor and presenting the report to Council for adoption prior to the end of the next financial year or 6 months after the last report prepared by the auditor is received, whichever is the latest in time;

10. Review the scope of the audit plan and program and its effectiveness;

11. Consider and recommend adoption of the annual financial report to Council. Review any significant changes that may arise subsequent to any such recommendation but before the annual financial report is signed;

12. Address issues brought to the attention of the Committee, including responding to requests from Council, for advice, that are within the parameters of the Committee's Terms of Reference;

13. Seek information or obtain expert advice through the CEO on matters of concern within the scope of the Committee's Terms of Reference following authorisation from the Council;

14. Review the annual Compliance Audit Return and report to the Council the results of that review, and

15. Consider the CEO's biennial reviews of the appropriateness and effectiveness of the local government's systems and procedures in regard to risk management, internal control and legislative compliance, required to be provided to the Committee, and report to Council the results of those reviews.

BUILDING, PLANNING AND ECONOMIC SERVICES COMMITTEE – TERMS OF REFERENCE

The Building, Planning and Economic Services Committee will consist of four members with the quorum to be two members and will investigate and make recommendations, where appropriate, on the following:

1. Building control;
1. Land suitable for housing development;
2. Planning, construction and maintenance of Council's housing and public buildings;
3. Aged accommodation, other matters relating to Council owned and controlled buildings;
4. Plan, develop and enhance the town, sport and recreation, youth, aged, health, heritage and arts matters towards the community vision;
5. Economic Services;
6. Town beautification;
7. All matters relating to Recreation and Sport;
8. Town planning and development;
9. Cemeteries;
10. Cultural development;
11. Protection of heritage;
12. Provision of youth services;
13. Tourism;
14. Health;
15. Other community and cultural issues.

~~**TECHNICAL SERVICES COMMITTEE – TERMS OF REFERENCE**~~

~~The Technical Services Committee will consist of a minimum of four members with the quorum to be two members and will plan for the future of Transport services while maintaining a quality standard that takes into account cost effectiveness and revenue raising opportunities.~~

~~To investigate and make recommendations, where appropriate, on the following:~~

~~1. Fire control;~~
~~1. Animal control;~~
~~2. Waste management;~~
~~3. Plant replacement;~~
~~4. Road construction and maintenance;~~
~~5. Maintenance and improvements to the Shire Works Depot;~~
~~6. Private Works;~~
~~7. Other matters relating to Council plant, works and transport services.~~

1.22 MEETING TO SWEAR IN NEWLY ELECTED MEMBERS AND ELECT THE PRESIDENT, DEPUTY PRESIDENT, COMMITTEE MEMBERS AND COUNCIL REPRESENTATIVES

Objective:	**To ensure continuity of the governing body's role after ordinary elections.**		
Date of adoption:	21 April 2016	***Minute No.***	**160405**
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995*		
Internal References:	Councillors Handbook		

POLICY STATEMENT

The Shire of Broomehill-Tambellup is committed to the continuity of its governing body role in the timeframe between ordinary elections and the Council's next ordinary meeting.

The Council will meet to hold a special meeting of the Council within the week immediately following an ordinary election (where an ordinary meeting is not already scheduled within this timeframe). The order of business for the special meeting of the Council will be as follows:

a. Swearing into office of all newly elected councillors;
b. Election and swearing into office of the Shire President and Deputy Shire President;
c. Review of Committee Terms of Reference
~~c.~~d. Appointment of members of committees;
~~d.~~e. Appointment of representatives to external organisations.

1.23 PUBLIC RELATIONS - PRESS RELEASES

Objective:	**To establish the protocols for the issue of press releases on behalf of the Shire and individually.**		
Date of adoption:	21 April 2016	***Minute No.***	160406
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995*		
Internal References:			

POLICY STATEMENT

The objective of this policy is to establish the protocols for the issue of press releases on behalf of the Shire of Broomehill-Tambellup.

The *Local Government Act 1995* provides that the role of the Shire President is to speak on behalf of the Shire and accordingly, the Shire President is the official spokesperson for the Council.

If approached by the media for formal comment on any issue, the Councillors and staff are in the first instance, to suggest that the media make direct contact with the Shire President as the Council's official spokesperson.

When the media does not make direct contact with the Shire President and a member of staff is asked to respond/comment to the media, the staff member will direct the enquiry to the CEO who will liaise with the Shire President to determine who will respond/comment and the nature of the response/comment. If the Shire President or person acting in the capacity of Shire President is unable to be contacted, the CEO will determine who is to respond and the nature of the response.

Without express authority from the Shire President, staff and Councillors are not to offer a Council view, attitude, stance, etc on any issue, this clearly being the function of the Shire President.

A Councillor's right to express a personal opinion on any issue of public interest is recognised.

1.24 HIRE OF EQUIPMENT – SHIRE HALLS

Objective:	**To ensure that equipment provided for use in Council facilities is maintained in appropriate quantities and condition for the purpose of the facilities.**		
Date of adoption:	19 May 2016	***Minute No.***	160516
Date of amendment	15 October 2021	***Minute No***	210710
Date of last review:	15 October 2021		
Legislative References:			
Internal References:	Policy 1.2 Use of Shire Facilities		

POLICY STATEMENT

The Council is committed to providing and maintaining facilities of an appropriate standard within Broomehill and Tambellup, for use by members of the community.

To achieve this, the following arrangements will be implemented:

Broomehill and Tambellup Halls:

(a) The equipment in the Broomehill and Tambellup Halls is available for use as part of the fee for hiring of the facility;
(b) Hire fees for facilities will be considered annually as part of the Council's budget process;
(c) Under no circumstances is the equipment available for hire away from the facility;
(d) The equipment is not to be transferred to other Shire facilities to boost numbers;
(e) A limited number of older style tables and chairs stored in the cloak room at the Broomehill Hall are available for hire and use away from the premises. Hire costs of this equipment will be determined as part of the annual budget process.

Upon request, up to 20 chairs will be made available at no cost for funerals held in the Broomehill, Tambellup and Pindellup cemeteries. Shire staff may assist with delivery and collection of the chairs if requested.

1.25 COUNCILLOR AND CHIEF EXECUTIVE OFFICER ATTENDANCE AT EVENTS & FUNCTIONS

Objective:	**To establish guidelines for appropriate disclosure and management of acceptance of invitations to events or functions, or other hospitality occasions, where elected members and CEO's are invited free of charge, whether as part of their official duties as council or Shire representatives or not.**		
~~***Previous Policy No.***~~	~~1.25 Attendance at Events & Functions Policy (renamed) 19/03/2020~~		
Date of adoption:	20 October 2021	***Minute No.***	211008
Date of amendment:		***Minute No.***	
Date of last review:	20 October 2021		
Legislative References:	*Local Government Act 1995 s5.90a*		
Internal References:	Code of Conduct for Council Members, Committee Members and Candidates Policy 2.12 Conferences, Seminars and Training Courses – General Staff Attendance		

INTRODUCTION

Section 5.90A of the *Local Government Act 1995* provides that a local government must prepare and adopt an Attendance at Events policy.

This policy is made in accordance with those provisions.

PURPOSE

The Shire pursuant to section 5.90A of the Local Government Act 1995, is mandated to adopt a policy that deals with matters relating to the attendance of council members and the CEO at events.

This policy is required to help manage the disclosure of interests relating to gifts in matters affecting local government decisions – specifically this policy aims to establish a means by which the Shire can determine when a gift related to attendance at an event is an excluded gift and does not require disclosure. Any invitations that are not approved for exclusion under this policy must follow the normal gift declaration and disclosure practices associated with the Local Government Act.

Attendance at an event in accordance with this policy will exclude the gift holder from the requirement to disclose an interest if the ticket is above $300 and the donor has a matter before council. Any gift received that is less than $300 (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest. Receipt of the gift will still be required under the gift register provisions.

LEGISLATION

Local Government Act 1995
s5.90a. Policy for attendance at events

1. In this section – ***event*** includes the following:
   (a) a concert;
   (b) a conference;
   (c) a function;
   (d) a sporting event;
   (e) an occasion of a kind prescribed for the purposes of this definition.

2. A local government must prepare and adopt* a policy that deals with matters relating to the attendance of council members and the CEO at events, including –

   (a) the provision of tickets to events; and
   (b) payments in respect of attendance; and
   (c) approval of attendance by the local government and criteria for approval; and
   (d) any prescribed matter.
      a. *Absolute majority required.

3. A local government may amend* the policy.
   *Absolute majority required.

4. When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under this section.

5. The CEO must publish an up-to-date version of the policy on the local government's official website.

POLICY DETAIL

Invitations

(a) All invitations of offers of tickets for a council member or CEO to attend an event should be in writing and addressed to the Chief Executive Officer.

(b) Any invitation or offer of tickets not addressed to the Chief Executive Officer is not captured by this policy and must be disclosed in accordance with the gift and interest provisions in the Act.

Pre approved events

In line with the objectives of this policy, the below events have been pre-approved and attendance at these events will not need to be disclosed if invitations are received. Nothing in this section mandates attendance at any of these events or raises an expectation of free or discounted tickets to these events.

(a) Any public event which is free
(b) Invitations to attend events being hosted by other Local Governments, State Government or Federal Government/Ministerial agencies.
(c) Meetings of clubs or organisations within the Shire of Broomehill Tambellup;
(d) Australian or West Australian Local Government Association events;
(e) Events hosted by sporting clubs, schools or not for profit organisations within the Shire of Broomehill Tambellup or the District
(f) All Shire hosted or sponsored events
(g) Events run by professional associations of which employees are members or to which membership is encourage by the CEO for the benefit of the Shire.
(h) Opening or launch of an event or facility within the Shire of Broomehill Tambellup or District.
(i) Recognition of Service events within the Shire of Broomehill Tambellup or District

Pre-approved events that require payment by the Shire such as the annual WALGA Convention and CEO LG Professional's conference must have a suitable allocation of funding in the annual budget The Shire President may approve events for Councillors and the CEO and the CEO may approve events for employees.

Approval of attendance

In making a decision on attendance at an event that is not pre-approved, the council will consider:

(a) who is providing the invitation or ticket to the event;
(b) the location of the event in relation to the local government (within the district or out of the district);
(c) the role of the council member or CEO when attending the event (participant, observer, presenter) and the value of their contribution;
(d) whether the event is sponsored by the local government;
(e) the benefit of local government representation at the event;
(f) the number of invitations/tickets received; and
(g) the cost to attend the event, including the cost of the ticket (or estimated value of the event per invitation) and any other expenses such as travel and accommodation; and
(h) budget considerations.

Decisions to attend events in accordance with this policy will be made by simple majority or by the CEO in accordance with any authorisation provided in this policy and Policy 2.12 Conferences, Seminars and Training Courses – General Staff Attendance.

Payments in respect of attendance

(a) Where an invitation or ticket to an event is provided free of charge, the local government may contribute to appropriate expenses for attendance, such as travel and accommodation, for events outside the district if the council determine attendance to be of public value.

(b) For any events where a member of the public is required to pay, unless previously approved, the council will determine whether it is in the best interests of the local government for a council member or the CEO or another officer to attend on behalf of the council.

(c) If the council determines that a council member or CEO should attend a paid event, the local government will pay the cost of attendance and reasonable expenses, such as

(d) Travel and accommodation.

(e) Where partners of an authorised local government representative attend an event, any tickets for that person, if paid for by the local government, must be reimbursed by the representative unless expressly authorised by the council.

1.26 UNREASONABLE COMPLAINANT CONDUCT

Objective:	**To provide a mechanism to address persistent unreasonable complaints.**		
Date of adoption:	18 March 2021	***Minute No.***	210315
Date of amendment:		***Minute No***.	
Date of last review:			
Legislative References:	*Local Government Act 1995* Freedom of Information Act 1994 Public Interest Disclosure Act 2003 Ombudsman Western Australia Guidelines: ▪ Dealing with unreasonable complainant conduct ▪ Conducting administrative investigations		
Internal References:	Shire of Broomehill-Tambellup Customer Service Charter Policy 1.1 Records Management Policy 1.7 Customer Service Policy 1.20 Complaints Code of Conduct for Employees		

OBJECTIVE

This policy explains how the Shire of Broomehill-Tambellup will deal with persons who:

(a) are aggressive complainants;
(b) are rude, abusive, and harassing complainants;
(c) cannot be satisfied despite the best efforts of the Shire;
(d) constantly raise the same issue with different staff; and/or
(e) make unreasonable demands on the Shire where resources are substantially and unreasonably diverted away from its other functions or unfairly allocated (compared to other customers).

POLICY STATEMENTS

Customer satisfaction is one of Shire of Broomehill-Tambellup's values however, at times, a customer's demands or expectations may exceed the Shire's ability to deliver.

As a general rule, when a person approaches the Shire with a request, application, concern or complaint they first need to be heard, understood and respected.

The Council has an obligation to ensure that all complaints/complainants:

(a) Are dealt with quickly, fairly and properly;
(b) Provided with information and/or an explanation;
(c) Be given an apology if their complaint is determined to be valid; and/or
(d) Have corrective action implemented.

The Shire shall in all circumstances exhaust all avenues before considering applying any aspect or provision of this policy to any customer.

SCOPE
All employees and elected members with potential customer interaction.

A. Customers who cannot be satisfied:
Customers who cannot be satisfied include members of the public or groups who do not accept that the Shire is unable to assist them, provide any further assistance or level of service than has been provided already and/or disagree any action the Shire has taken in relation to their complaint or concern.

If in the opinion of the Chief Executive Officer a person cannot be satisfied and all appropriate avenues of internal review or appeal have been exhausted and the customer continues to write, telephone, email and/or visit the following actions may be taken:

(a) The Chief Executive Officer may write to the customer, stating the Shire's position on the matter if necessary, and advising that if the customer continues to contact the Shire regarding the matter, the Shire may:

- not accept any further phone calls from the customer;
- not grant any further interviews;
- require all further communication to be put in writing; and
- continue to receive, read and file correspondence but only acknowledge or otherwise respond to it if:
    - the customer provides significant new information relating to their complaint or concern; or
    - the customer raises new issues which in the Chief Executive Officer's opinion warrant fresh action.

(b) The Chief Executive Officer shall advise Councillors of a person who is deemed to be 'a person who cannot be satisfied', the person's concerns, and any proposed management strategy by Shire Officers.

- Access, such as restricting or prohibiting entry to Shire owned premises, including those inhabited by employees of the Shire.

B. Customers who make unreasonable demands:
Customers who make unreasonable demands include members of the public whose demands on the Shire start to significantly and unreasonably divert Shire resources away from other functions or create an inequitable allocation of resources to other customers. Such demands may result from the amount of information requested, the nature or scale of services sought or the number of approaches seeking information, assistance or service.

If in the opinion of the Chief Executive Officer a customer is making unreasonable demands on staff and the customer continues to write, email, telephone and /or visit the offices the following actions may be taken:

The Chief Executive Officer may write to the customer advising them of the Shire's concern and requesting that they limit and focus their requests and that if the customer continues to place unreasonable demands, staff may:

(a) Not respond to any future correspondence and only take action where, in the opinion of the Chief Executive Officer the correspondence raises specific, substantial and serious issues; or
(b) Only respond to a certain number of requests in a given period.

If the customer continues to contact staff after being advised of the proposed course of action, the Chief Executive Officer may, after considering representations from the customer, advise the customer that either or both of points listed above will now apply.

C. Customers who constantly raise the same issue with different staff:
If in the opinion of the Chief Executive Officer a customer is constantly raising the same issues with different staff or elected members the Chief Executive Officer may notify the customer that:

(a) only a nominated staff member will deal with them in the future;
(b) they must make an appointment with that person if they wish to discuss a matter; or
(c) all future contact with Shire must be in writing; and
(d) access, such as restricting or prohibiting entry to Shire owned premises, including those inhabited by employees of the Shire.

The customer may wish to make a formal complaint in accordance with the Customer Service Commitment and Complaints Resolution policy.

D. Customers who are rude, abusive or aggressive:
The Shire will not tolerate or condone intimidating or offensive behaviour toward staff members by members of the public under any circumstances. Any staff member who is the victim of such behaviour may, at their own discretion, report the matter to Police for further action.

Rude, abusive or aggressive behaviour may include rude or otherwise vulgar noises, expressions or gestures, verbal abuse of a personal or general nature, threatening or offensive behaviour, physical violence against property or physical violence against a person.

If in the opinion of any staff member rude, abusive or aggressive comments or statements are made in telephone conversations or in person, the staff member may:

(a) warn the customer that if the behaviour continues the conversation, meeting or interview will be terminated;
(b) terminate the conversation, meeting or interview if the rude, abusive or aggressive behaviour continues after a warning has been given;
(c) access, such as restricting or prohibiting entry to Shire owned premises, including those inhabited by employees of the Shire.

Where a conversation, meeting or interview is terminated, the staff member shall notify the Chief Executive Officer of the details as soon as possible.

If in the opinion of the Chief Executive Officer any correspondence to the Shire contains personal abuse, inflammatory statements or materials clearly intended to intimidate, it will be returned to the sender and not otherwise acted upon.

Violence, damage to property or threatening behaviour may be reported to police, depending on the severity of the actions.

E. Documentation and reporting:
In all of the situations referred to in this policy, adequate documentary records must be made and maintained on the appropriate file.

If an elected member feels that a customer is being difficult in a manner specified in this policy, they may notify the Chief Executive Officer who will consider taking action as per avenues described above.

In all circumstances where the Chief Executive Officer determines to utilise any aspect or power of this policy in any of the ways specified in this policy, the Chief Executive Officer will notify Elected Members as soon as possible of the relevant circumstances and the action taken and forward such advice, where appropriate, to the Department of Local Government and the Western Australian Ombudsman for information.

1.27 CODE OF CONDUCT - BEHAVIOUR COMPLAINTS MANAGEMENT

Objective:	**To establish, in accordance with Clause 15(2) of the *Local Government (Model Code of Conduct) Regulations 2021* and Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates, the procedure for dealing with complaints about alleged breaches of the behaviour requirements included in Division 3 of the Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates.** **To give effect to the Shire of Broomehill-Tambellup's commitment to an effective, transparent, fair and accessible complaints handling process that supports high standards of behaviour of Council Members, Committee Members and Candidates.**
Date of adoption	20 May 2021 ***Minute No.*** 210513
Date of amendment:	
Date of last review:	
Legislative References:	*Local Government Act 1995* *Local Government (Model Code of Conduct) Regulations 2021*
Internal References:	Delegation 1.22- Appointment of Authorised Persons and Approval of Complaint Of Breach Form (Code of Conduct for Council Members, Committee Members and Candidates) Behaviour Complaint Form

POLICY SCOPE

This Policy applies to complaints made in accordance with Clause 11 of the Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates.

This Policy applies to Council Members, Committee Members, Candidates and any person who submits a complaint in accordance with this Policy.

DEFINITIONS

Act means the *Local Government Act 1995*.

Behaviour Complaints Officer means a person authorised in writing *[by Council resolution or by the CEO exercising delegated authority]* under clause 11(3) of the Code of Conduct to receive complaints and withdrawals of complaints. The role of the Behaviour Complaints Officer is addressed in Part 2.1 of this Policy.

Breach means a breach of Division 3 of the Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates.

Candidate means a candidate for election as a Council Member, whose nomination has been accepted by the Returning Officer under s.4.49 of the Act, but does not include a Council Member who has nominated for re-election. A person is a Candidate from the date on which their nomination is accepted, until the Returning Officer declares the election result in accordance with s.4.77 of the Act.

Candidate Complaint means a Complaint alleging a Breach by a Candidate. Candidate Complaints are dealt with in Part 3.2 of this Policy.

Code of Conduct means the Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates.

Committee means a committee of the Council, established in accordance with s.5.8 of the Act.

Committee Member means a Council Member, employee of the Shire of Broomehill-Tambellup or other person who has been appointed by the Council to be a member of a Committee, in accordance with s.5.10(1) of the Act. A person is a Committee Member from the date on which they are appointed, until their appointment expires or is terminated by Council resolution.

Complaint means a complaint submitted under Clause 11 of the Code of Conduct.

Complainant means a person who has submitted a Complaint in accordance with this Policy.

Complaint Assessor means a person appointed by the Behaviour Complaints Officer in accordance with Part 2.2 and Part 3.8 of this Policy.

***C*omplaint Documents** means the Complaint Form and any supporting information, evidence, or attachments provided by the Complainant.

Complaint Form means the form approved under clause 11(2)(a) of the Code of Conduct *[by Council resolution or by the CEO exercising delegated authority]*.

Council means the Council of the Shire of Broomehill-Tambellup.

Council or Committee Meeting means a formal meeting of the Council or a Committee that is called and convened in accordance with the Act. It does not include informal meetings, such as workshops or briefings.

Council Member means a person who is currently serving a term of office as an elected member of the Council in accordance with the Act.

Finding means a finding made in accordance with clause 12(1) of the Code of Conduct as to whether the alleged Breach has or has not occurred.

Plan means a Plan that may be prepared and implemented under clause 12(4)(b) of the Code of Conduct, to address the behaviour of the person to whom the complaint relates (the Respondent), if a Finding has been made that a Breach has occurred.

Response Documents means the response provided by the Respondent to the Complaint, and includes any supporting information or evidence that is supplied.

POLICY STATEMENT

1. Principles

1.1 Procedural fairness

The principles of procedural fairness, or natural justice, will apply when dealing with a Complaint under this Policy. In particular:

(a) the Respondent will be afforded a reasonable opportunity to be heard before any findings are made, or a plan implemented;

(b) the decision maker should be objective and impartial, with an absence of bias or the perception of bias; and

(c) any findings made will be based on proper and genuine consideration of the evidence.

1.2 Consistency

The application of this Policy should lead to consistency in process and outcomes. While each Complainant and Respondent will be dealt with according to their circumstances, and each Complaint considered and determined on its merits, similar circumstances will result in similar decisions.

1.3 Confidentiality

The Shire of Broomehill-Tambellup will take all reasonable steps to maintain confidentiality when dealing with the Complaint, in order to protect both the Complainant and Respondent.

Council Members, Local Government employees and contractors who have a role in handling a specific complaint will be provided with sufficient information to fulfil their role. They must manage this information securely, and must not disclose or inappropriately use this information.

Complainants will be advised of the level of confidentiality they can expect, and that breaches of confidentiality on their part may prejudice the progress of their Complaint.

1.4 Accessibility

The Shire of Broomehill-Tambellup will ensure that information on how to make a complaint, including this Policy, is available at the Shire of Broomehill-Tambellup's Administration Building and on the Shire of Broomehill-Tambellup's website. The Shire of Broomehill-Tambellup will make information available in alternative formats if requested.

Any person wishing to make a complaint may contact the Behaviour Complaints Officer if they require assistance in completing the complaint form or otherwise navigating the complaints process.

2. Roles

2.1 Behaviour Complaints Officer

The Behaviour Complaints Officer is authorised in accordance with clause 11(3) of the Code of Conduct to accept complaints and withdrawal of complaints.

The Behaviour Complaints Officer is not an advocate for the complainant or the respondent. The Behaviour Complaints Officer provides procedural information and assistance to both Complainant and Respondent.

The Behaviour Complaints Officer will liaise with and provide administrative support to a Complaint Assessor appointed under this Policy.

The Behaviour Complaints Officer will liaise with the Local Government to facilitate the calling and convening of the Council or Behaviour Complaints Committee meetings if required.

In undertaking their functions, the Behaviour Complaints Officer will apply the Principles of this Policy.

2.2 Complaint Assessor

The Complaint Assessor is appointed by the Behaviour Complaints Officer in accordance with Part 3.8 of this Policy.

The Complaint Assessor is an impartial third party who will undertake the functions specified in this Policy. In undertaking their functions, the Complaint Assessor will apply the Principles of this Policy.

The Complaint Assessor will liaise with the Behaviour Complaints Officer to manage the administrative requirements of dealing with the Complaint in accordance with this Policy.

3. Procedure

3.1 Making a complaint

Any person may make a Complaint alleging that a Council Member, Committee Member or Candidate has behaved in a way that constitutes a breach of Division 3 of the Code of Conduct *[clause 11(1) of the Code of Conduct]*.

A Complaint must be made within one (1) month after the alleged Breach *[clause 11(2)(c) of the Code of Conduct].*

A Complaint must be made by completing the Behaviour Complaint Form in full and providing the completed forms to the Behaviour Complaints Officer.

A Complaint must be made in accordance with the Behaviour Complaint Form and specify which requirement(s) of the Code of Conduct is alleged to have been breached.

A Complaint is required to include the name and contact details of the Complainant therefore anonymous complaints cannot be accepted.

Where a Complaint Form omits required details, the Behaviour Complaints Officer will invite the Complainant to provide this information in order for the Complaint to be progressed.
Where a Complaint is made more than 1 month after the alleged breach, the Behaviour Complaints Officer will give the Complainant written notice that the Complaint cannot be made *[clause 11(2)(c) of the Code of Conduct]*.

3.2 Candidate Complaints

A Complaint in relation to a Candidate must be made in accordance with 3.1, above, but cannot be dealt with unless the Candidate is subsequently declared elected as a Council Member.
Within 7 days after receiving a Candidate Complaint, the Behaviour Complaints Officer will provide written notice:

(a) To the Complainant confirming receipt, and advising of the procedure for candidate complaints; and
(b) To the Respondent, including a summary of the complaint, and advising of the procedure for candidate complaints.

No action will be taken until the results of the election are declared by the Returning Officer. If the respondent is elected, then the complaint will be dealt with in accordance with this Policy. Timeframes that would otherwise commence on the receipt of a Complaint will be taken to commence on the election date.
If the Respondent is not elected, the Behaviour Complaints Officer will provide the Complainant with notice that the Respondent has not been elected and that the Complaint cannot be dealt with *[clause 15(1) of the Code of Conduct]*.

3.3 Withdrawing a Complaint

A Complainant may withdraw their Complaint at any time before a Finding has been made in relation to the Complaint *[clause 14 of the Code of Conduct]*.
A Complainant may withdraw a Complaint by advising the Behaviour Complaints Officer in writing that they wish to do so.
After receiving a written withdrawal of the Complaint, the Behaviour Complaints Officer will take all necessary steps to terminate the process commenced under this Policy.

3.4 Notice to Complainant

Within 7 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Complainant that:

(a) confirms receipt of the Complaint;
(b) outlines the process that will be followed and possible outcomes;
(c) explains the application of confidentiality to the complaint;
(d) includes a copy of this Policy; and
(e) if necessary, seeks clarifications or additional information.

If the Complaint Form indicates that the Complainant agrees to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will advise the Complainant of the process in accordance with Part 3.6 of this Policy.

3.5 Notice to Respondent

Within 14 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Respondent that:

(a) advises that a Complaint has been made in accordance with the Code of Conduct and this Policy;
(b) includes a copy of the Complaint Documents;
(c) outlines the process that will be followed, the opportunities that will be afforded to the Respondent to be heard and the possible outcomes;
(d) includes a copy of this Policy; and

(e) if applicable, advises that further information has been requested from the Complainant and will be provided in due course.

If the Complainant has agreed to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will ask the Respondent if they are also willing to participate in accordance with Part 3.6 of this Policy.

3.6 Alternative Dispute Resolution

The Shire of Broomehill-Tambellup recognises that Alternative Dispute Resolution may support both parties reach a mutually satisfactory outcome that resolves the issues giving rise to the Complaint. Alternative Dispute Resolution requires the consent of both parties to the Complaint and may not be appropriate in all circumstances.
Options for Alternative Dispute Resolution include:

(a) negotiation with the assistance of the Behaviour Complaints Officer or other appropriate person as intermediary;
(b) facilitation with a contracted service provider.

To commence the process, the Behaviour Complaints Officer will, as the first course of action upon receiving a complaint, offer the Complainant and the Respondent the option of Alternative Dispute Resolution. If both parties agree to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will pause the formal process.
The objective of Alternative Dispute Resolution will be to reach an agreed resolution that satisfies the Complainant that the formal process is no longer required, allowing them to withdraw the Complaint, in accordance with Part 3.3 of this Policy. For example, an offer by a Respondent to issue a voluntary apology in response to a Complaint, even in the absence of a request from the Complainant, qualifies for consideration as Alternative Dispute Resolution.
If Alternative Dispute Resolution is commenced, both the Complainant and Respondent may decline to proceed with the process at any time. The process may also be terminated on the advice of a third party who is providing assistance to the Local Government, such as a facilitator or mediator.
If Alternative Dispute Resolution is terminated or does not achieve an agreed outcome that results in the withdrawal of the Complaint, the Behaviour Complaints Officer will resume the formal process required under this Policy.

3.7 Order of Complaints

Complaints will normally be dealt with in the order in which they are received.
If more than one Complaint is received that relates to the same alleged behaviour, the Behaviour Complaints Officer may decide to progress those Complaints concurrently.

3.8 Appointment of Complaints Assessor

If Alternative Dispute Resolution is not commenced, is terminated or does not achieve an agreed outcome resulting in the withdrawal of the Complaint, the Behaviour Complaints Officer will appoint a suitably qualified and experience Complaint Assessor, in accordance with the Shire of Broomehill-Tambellup's Purchasing Policy.
The Behaviour Complaints Officer will endeavour to appoint a Complaint Assessor within a reasonable period. The Behaviour Complaints Officer will provide written notice of the appointment to the Complainant and the Respondent.

3.9 Search of Local Government Records

The Complaint Assessor may request the Behaviour Complaints Officer to search for any relevant records in the Shire of Broomehill-Tambellup's Record Management System.
In particular, if the behaviour is alleged to have occurred at a Council or Committee Meeting, the Behaviour Complaints Officer will be requested to identify any Local Government records that provide evidence that may support a decision as to whether:

(a) the behaviour occurred at a Council or Committee Meeting,
(b) the behaviour was dealt with by the person presiding at the meeting, and/or
(c) the Respondent has taken remedial action in accordance with the Shire of Broomehill-Tambellup Local Government Council Meetings Local Law 2020.

The Complaints Assessor must provide the Respondent with a copy of any records that are identified. In addition, where a clarification or additional information has been sought from the Complainant by either the Behaviour Complaints Officer or the Complaint Assessor, copies must also be provided to the Respondent.

3.10 Assessment of the Complaint

The Complaint Assessor will undertake an assessment of the Complaint in accordance with the process outlined in the Notices given under Part 3.4 and Part 3.5 of this Policy.
The Complaint Assessor must ensure that the Respondent is provided with a reasonable opportunity to be heard before forming any opinions, or drafting the Complaint Report or recommendations.

3.11 Complaint Report

The Complaint Assessor will prepare a Complaint Report that will:

(a) outline the process followed, including how the Respondent was provided with an opportunity to be heard;
(b) include the Complaint Documents, the Response Documents and any relevant Local Government Records as attachments; and
(c) include recommendations on each decision that may be made by the Complaints Committee; and
(d) include reasons for each recommendation, with reference to Part 4 of this Policy.

If the Complaint Report recommends that a Plan is prepared and implemented in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy, the Complaint Report must include a Proposed Plan.

The Complaint Assessor will liaise with the Behaviour Complaints Officer to include the Complaint Report in the Agenda for a meeting of the Council. The Behaviour Complaints Officer will be responsible for preparation of an Officer Report with the Complaint Report provided as a confidential attachment. The recommendations of the Complaint Report will be provided as the Officer Recommendations.

3.12 Complaints Committee Meeting

The Agenda will be prepared on the basis that the part of the meeting that deals with the Complaint Report will be held behind closed doors in accordance with s.5.23(2) of the Act.

The Council will consider the Complaint Report and attachments and give due regard to the recommendations.

In accordance with Regulation 11(d)(a) of the *Local Government (Administration) Regulations 1996*, reasons for any decision that is significantly different from the Officer Recommendation must be recorded in the meeting minutes.

If the behaviour that is the subject of the Complaint is alleged to have occurred at a Council or Committee Meeting, the Council will determine whether or not to dismiss the Complaint in accordance with Clause 13 of the Code of Conduct and Part 4.2 of this Policy.

If the Council dismisses a Complaint, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the decision and the reasons for the decision in accordance with clause 13(2) of the Code of Conduct. This concludes the process for this Complaint.

If the Complaint is not dismissed, the Council will consider the Complaint and make a Finding as to whether the alleged Breach that is the subject of the Complaint has or has not occurred, in accordance with clause 12 of the Code of Conduct and Part 4.3 of this Policy.
If the Council finds that the alleged Breach **did not** occur, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the Finding and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Council finds that the alleged breach **did** occur, the Committee will decide whether to take no further action in accordance with clause 12(4)(a) of the Code of Conduct or prepare a plan to address the behaviour in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy.

If the Council decides to take no further action, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of this decision and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Council decides to prepare a Plan, the Committee will first consult with the Respondent in accordance with clause 12(5) of the Code of Conduct. The Council will consider any submissions made by the Respondent before preparing and implementing a Plan.

3.13 Compliance with Plan Requirement

The Behaviour Complaints Officer will monitor the actions in timeframes set out in a Plan.
Failure to comply with a requirement included in a Plan is a minor breach under section 5.105(1) of the Act and clause 23 of the Code of Conduct.
The Behaviour Complaints Officer must provide a report advising Council of any failure to comply with a requirement included in a Plan.

4. Decision Making

4.1 Objective and Principles

All decisions made under this Policy will reflect the Policy Objectives and the Principles included in Part 1 of this Policy.

4.2 Dismissal

The Council must dismiss a Complaint in accordance with clause 13(1)(a) and (b) of the Code of Conduct if it is satisfied that -

(a) the behaviour to which the Complaint relates occurred at a Council or Committee Meeting; and

(b) either —

(i) the behaviour was dealt with by the person presiding at the meeting; or

(ii) the Respondent has taken remedial action in accordance with the Shire of Broomehill-Tambellup Local Government Council Meetings Local Law 2020.

4.3 Finding

A Finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur *[clause 12(3) of the Code of Conduct]*.

This may involve first considering whether the behaviour occurred, on the balance of probabilities, and then whether that behaviour constituted a breach of a requirement of Division 3 of the Code of Conduct.

4.4 Action

In deciding whether to take no further action, or prepare and implement a Plan, the Council may consider:

(a) the nature and seriousness of the breach(es);

(b) the Respondent's submission in relation to the contravention;

(c) whether the Respondent has breached the Code of Conduct knowingly or carelessly;

(d) whether the Respondent has breached the Code of Conduct on previous occasions;

(e) likelihood or not of the Respondent committing further breaches of the Code of Conduct;

(f) personal circumstances at the time of conduct;

(g) need to protect the public through general deterrence and maintain public confidence in Local Government; and

(h) any other matters which may be regarded as contributing to or the conduct or mitigating its seriousness.

4.5 Plan Requirements

The Proposed Plan may include requirements for the Respondent to do one (1) or more of the following:

(a) engage in mediation;

(b) undertake counselling;

(c) undertake training;

(d) take other action the Council considers appropriate (e.g. an apology).

The Proposed Plan should be designed to provide the Respondent with the opportunity and support to demonstrate the professional and ethical behaviour expected of elected representatives expressed in the Code of Conduct.

The Proposed Plan may also outline:

(a) the actions to be taken to address the behaviour(s);
(b) who is responsible for the actions;
(c) any assistance the Local Government will provide to assist achieve the intent of the Plan; and
(d) a reasonable timeframe for the Plan action(s) to be addressed by the Respondent.

1.28 ~~STANDARDS FOR~~ CEO RECRUITMENT, PERFORMANCE AND TERMINATION STANDARDS

Objective:	**To establish Standards surrounding CEO recruitment, performance and termination to ensure the Councils compliance with the *Local Government Act 1995* and *Local Government (Administration) Regulations 1996*.**		
Date of adoption:	20 May 2021	***Minute No.***	**210515**
Date of amendment:			
Date of last review:	20 May 2021		
Legislative References:	*Local Government Act 1995* *Local Government (Administration) Regulations 1996*		
Internal References:			

POLICY PURPOSE*:*
This Policy is adopted in accordance with section 5.39B of the *Local Government Act 1995*.

Division 1 — Preliminary provisions

1. Citation

These are the *Shire of Broomehill-Tambellup* Standards for CEO Recruitment, Performance and Termination.

2. Terms used

(1) In these standards —

Act means the Local Government Act 1995;

additional performance criteria means performance criteria agreed by the local government and the CEO under clause 16(1)(b);

applicant means a person who submits an application to the local government for the position of CEO;

contract of employment means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;

contractual performance criteria means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;

job description form means the job description form for the position of CEO approved by the local government under clause 5(2);

local government means the Shire of Broomehill-Tambellup;

selection criteria means the selection criteria for the position of CEO determined by the local government under clause 5(1) and set out in the job description form;

selection panel means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.

(2) Other terms used in these standards that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

Division 2 — Standards for recruitment of CEOs

3. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.

4. Application of Division

(1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local government for the employment of a person in the position of CEO.

(2) This Division does not apply —

(a) if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or

(b) in relation to a renewal of the CEO's contract of employment, except in the circumstances referred to in clause 13(2).

5. Determination of selection criteria and approval of job description form

(1) The local government must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.

(2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of CEO which sets out —

(a) the duties and responsibilities of the position; and

(b) the selection criteria for the position determined in accordance with subclause (1).

6. Advertising requirements

(1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the *Local Government (Administration) Regulations 1996* regulation 18A.

(2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the *Local Government (Administration) Regulations 1996* regulation 18A as if the position was vacant.

7. Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

(a) inform the person of the website address referred to in the Local Government (Administration) Regulations 1996 regulation 18A(2)(da); or

(b) if the person advises the local government that the person is unable to access that website address —

(i) email a copy of the job description form to an email address provided by the person; or

(ii) mail a copy of the job description form to a postal address provided by the person.

8. Establishment of selection panel for employment of CEO

(1) In this clause —

independent person means a person other than any of the following —

(a) a council member;

(b) an employee of the local government;

(c) a human resources consultant engaged by the local government.

(2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.

(3) The selection panel must comprise —

(a) council members (the number of which must be determined by the local government); and

(b) at least 1 independent person.

9. Recommendation by selection panel

(1) Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.

(2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —

(a) a summary of the selection panel's assessment of each applicant; and

(b) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.

(3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —

(a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and

(b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.

(4) The selection panel must act under subclauses (1), (2) and (3) —

(a) in an impartial and transparent manner; and

(b) in accordance with the principles set out in section 5.40 of the Act.

(5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —

(a) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and

(b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and

(c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.

(6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.

10. Application of cl. 5 where new process carried out

(1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.

(2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —

(a) clause 5 does not apply to the new recruitment and selection process; and

(b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

11. Offer of employment in position of CEO

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

(a) the making of the offer of employment to the applicant; and

(b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

12. Variations to proposed terms of contract of employment

(1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the negotiated contract) containing terms different to the proposed terms approved by the local government under clause 11(b).

(2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.

13. Recruitment to be undertaken on expiry of certain CEO contracts

(1) In this clause —

commencement day means the day on which the *Local Government (Administration) Amendment Regulations 2021* regulation 6 comes into operation.

(2) This clause applies if —

(a) upon the expiry of the contract of employment of the person (the incumbent CEO) who holds the position of CEO —

(i) the incumbent CEO will have held the position for a period of 10 or more consecutive years, whether that period commenced before, on or after commencement day; and

(ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process was carried out before, on or after commencement day;

and

(b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.

(3) Before the expiry of the incumbent CEO's contract of employment, the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.

(4) This clause does not prevent the incumbent CEO's contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

14. Confidentiality of information

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

Division 3 — Standards for review of performance of CEOs

15. Overview of Division

This Division sets out standards to be observed by the local government in relation to the review of the performance of CEOs.

16. Performance review process to be agreed between local government and CEO

(1) The local government and the CEO must agree on —

(a) the process by which the CEO's performance will be reviewed; and

(b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.

(2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.

(3) The matters referred to in subclause (1) must be set out in a written document.

17. Carrying out a performance review

(1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner.

(2) The local government must —

(a) collect evidence regarding the CEO's performance in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and

(b) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence.

18. Endorsement of performance review by local government

Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.

19. CEO to be notified of results of performance review

After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of —

(a) the results of the review; and

(b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues.

Division 4 — Standards for termination of employment of CEOs

20. Overview of Division

This Division sets out standards to be observed by the local government in relation to the termination of the employment of CEOs.

21. General principles applying to any termination

(1) The local government must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.

(2) The local government must accord a CEO procedural fairness in relation to the process for the termination of the CEO's employment, including —

(a) informing the CEO of the CEO's rights, entitlements and responsibilities in relation to the termination process; and

(b) notifying the CEO of any allegations against the CEO; and

(c) giving the CEO a reasonable opportunity to respond to the allegations; and

(d) genuinely considering any response given by the CEO in response to the allegations.

22. Additional principles applying to termination for performance related reasons

(1) This clause applies if the local government proposes to terminate the employment of a CEO for reasons related to the CEO's performance.

(2) The local government must not terminate the CEO's employment unless the local government has —

(a) in the course of carrying out the review of the CEO's performance referred to in subclause (3) or any other review of the CEO's performance, identified any issues (the performance issues) related to the performance of the CEO; and

(b) informed the CEO of the performance issues; and

(c) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and

(d) determined that the CEO has not remedied the performance issues to the satisfaction of the local government.

(3) The local government must not terminate the CEO's employment unless the local government has, within the preceding 12 month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

23. Decision to terminate

Any decision by the local government to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

24. Notice of termination of employment

(1) If the local government terminates the employment of a CEO, the local government must give the CEO notice in writing of the termination.

(2) The notice must set out the local government's reasons for terminating the employment of the CEO.

1.29 USE OF COMMON SEAL

Objective:	**To provide guidelines on the affixing of the Common Seal of the Shire of Broomehill-Tambellup to certain documentation.**		
Date of adoption:	21 October 2021	***Minute No.***	**211010**
Date of amendment:		***Minute No.***	
Date of last review:			
Legislative References:	*Local Government (Council Meetings) Local Law 2020*		
Internal Reference:			

~~**SCOPE**~~

~~This policy applies to all Directorates of the Shire of Broomehill-Tambellup.~~

POLICY STATEMENT

The attachment of the Common Seal requires the accompanying signatures of both the President, or in their absence the Deputy President, and the Chief Executive Officer or the person acting in that position. In the absence of the requirement to affix a Common Seal, the Chief Executive Officer is empowered under the *Local Government Act 1995* to authenticate a document. The requirement for the Common Seal to be affixed is therefore a question of balancing good governance with operational efficiencies.

A list of documents that have had the Common Seal affixed should be presented to the next available Council meeting.

GUIDELINES

The following documents will require the Common Seal of the Shire of Broomehill-Tambellup to be affixed:-

(a) Local Laws;

(b) Land transactions, including but not limited to sale, leases, assignments, subleases, surrenders, transfers, lodgement and withdrawals of caveats and amalgamations as decided by Council;

(c) Town Planning Schemes and Scheme Amendments;

(d) Documents of a ceremonial nature (where the affixing of the Common Seal is for posterity rather than as a legal requirement); and

(e) Any document stating that the Common Seal of the Shire of Broomehill-Tambellup is to be affixed.

Additionally, the following procedures for the secure use of the Common Seal should be adopted:-

(a) The Chief Executive Officer is to have charge of the Common Seal and is responsible for the safe custody and proper use of it.

(b) The Common Seal may only be used on the authority of the Council given either generally or specifically and every document to which the Seal is affixed must be signed by the President or in their absence the Deputy President, and the Chief Executive Officer or a senior employee authorised by him or her.

(a) The Administration is to record in a register each date on which the Common Seal was affixed to a document, the purpose of the document, and the number of copies sealed. A report listing the documents to which the Common Seal has been affixed is to be presented to the next Ordinary Meeting of Council.

(b) The wording to accompany the application of the Common Seal should be as follows:-

Dated this (date) day of (month) (year)

The Common Seal of the)
Shire of Broomehill-Tambellup)
was hereunto affixed in the)
presence of:)



…… …….

(Insert name of President) *(Insert name of Chief Executive Officer)*

Common Law

Under Common law principles originally, the Common Seal of a body corporate was the only legally recognised expression of an act of that body corporate and the affixing of the Seal was sufficient to be legally binding. However these days, generally, this requirement is no longer in operation.

Agency Law

A body corporate has the legal capacity of a natural person and may act or express its intentions and enter into legal relations through authorised human agents. As such, a body corporate may enter into a contract regardless of whether or not the Common Seal is used to execute a document.

Corporations Law

Sections 126 and 127 of the *Corporations Act 2001* address the use of a Common Seal. These provisions do not apply to local governments which whilst a body corporate, falls within the definition of 'exempt public authority' in section 9 of that Act.

Local Government Act 1995

Section 2.5(2) of the *Local Government Act 1995* stipulates that a local government is 'a body corporate with perpetual succession and a Common Seal'. Whilst it is clear that a local government, as a body corporate, has a Common Seal, there is no stipulated requirement for the use of the Common Seal in particular circumstances.

Section 9.49 stipulates that a document, is, unless this Act requires otherwise, sufficiently authenticated by a local government without its Common Seal if signed by the Chief Executive Officer or an employee of the local government who purports to be authorised by the Chief Executive Officer to so sign.

DEFINITIONS:

Definitions are taken as those detailed in the *Local Government Act 1995* and associated legislation.

1.30 CEO PERFORMANCE REVIEW POLICY

Objective:	**A consistent, transparent and accountable performance review process.**		
Date of Adoption	18 November 2021	***Minute No.***	211106
Date of amendment:		***Minute No.***	
Date of last review:			
Legislative References:	*As per Part 5, Division 4, Section 5.39(3)(b), Local Government Act 1995).*		
Internal References:	Policy 1.28 Standards for CEO Recruitment, Performance and Termination		

SCOPE

As per Part 5, Division 4, Section 5.39(3) (b), Local Government Act 1995 this policy position applies to the conduct of the annual CEO performance review process.

POLICY STATEMENTS

Rationale

This process is documented and adopted by the Council to ensure a consistent approach to the Shire of Broomehill-Tambellup's annual CEO performance review.

The review process must be a collaborative, constructive process that is designed to enhance performance and provide guidance for the ensuring twelve months, using the Shire's agreed Strategic Community Plan and Corporate Business Plan.

Councillors must be prepared to take a corporate view of the process. The performance review process should be regarded as an opportunity to build relationships and to increase the effectiveness of individuals, systems and processes, which will improve the performance, and the profile of the Shire.

Councillors participating in the review must:

(a) Show an ability to be fair and objective;
(b) Use good communications skills;
(c) Possess preparation and evaluation skills;
(d) Avoid bias;
(e) Be able to concentrate on outcomes;
(f) Provide negotiations skills;

Briefing Session

It is essential to gain input from Councillors into the review and appraisal process.

A briefing session will be organised to cover the performance appraisal, the procedures followed, keeping in mind current progress of the Strategic Community Plan and the skills required of the panel members; and independent person with relevant skills will be brought in to facilitate the session, which can also be conducted via Zoom facilities as required.

Contract
The CEO contract must contain the Shire's dispute resolution policy for both parties (Clause 11 Dispute Resolution as per Contract).

The Shire agrees CEO review procedure shall be contained within the CEO contract (as per Part 5, Division 4, Section 5.39(3)(b), Local Government Act 1995).

The review procedure contained within the CEO contract can be varied by agreement between the Council and the CEO under an amendment clause between reviews.

The contract should be reviewed by a recognised practitioner to ensure legislative requirements are satisfied.

Review Periods
It is a statutory requirement that the CEO's performance be reviewed annually (Part 5, Division 4, Section 38, Local Government Act 1995) and the probation period performance assessment undertaken within a month after the probation period has concluded.

The review period is to be aligned to the Shire's Strategic planning processes, which is across each financial year (July to June).

For planning purposes, the entire review process should be completed by the end of July each year.

It is recommended planning for the annual CEO Performance Plan including key result areas (KRA's) and key performance indicators (KPI's) commences in March of each year.

In the event that the Council has concerns about the performance of the CEO, the Shire President will, at the request of the Council, request the CEO Performance Review Panel undertake an interim performance review.

The Shire President must write to the CEO if the Council has requested for an interim performance review, outlining the areas of concern to allow the CEO the opportunity to prepare.

The Shire President must allow the CEO a minimum of one week's notice prior to the commencement of an interim performance review.

Composition of the Review Panel
The CEO performance review panel will consist of:

(a) The Shire President; and
(b) Three (3) Councillors nominated by resolution of Council OR
(c) As determined by Council from time to time.

The Panel is to be facilitated by an independent, external person appointed by a resolution of the Council.

All Councillors seeking appointment to the CEO review panel must undertake the relevant CEO performance review training course provided by appropriate industry body within six months of appointment to the panel; it is important for those actually involved in the appraisal interview to feel comfortable with their skill level and role.

Interview Process
The interview process undertaken during the formal performance meeting must be conducted in good faith for all parties.

CEO Key Performance Indicates (KPI's), Key Result Areas (KRA's) and Measurements
The CEO KRA's, KPI's and Measurements:

(a) Must contain a balance of both tactical and strategic KPI's;
(b) Must refer to the Strategic Community Plan and Corporate Business Plan;
(c) Must be within the CEO's control or remit; specific, clear and unambiguous; resourced appropriately; include realistic milestones and reporting requirements;
(d) Must mirror the expectations of the Council and the Community;
(e) Must acknowledge leadership;
(f) Be reviewed annually and then agreed between CEO and the Council after each review period;
(g) Once agreed upon, the KPI's shall be not be changed. However, KPI's may be amended during a review period by mutual agreement in the event of unforeseen or extenuating circumstances rendering a KPI no longer relevant or unachievable.

Key Performance Indicators are to be based around the areas of:

(a) Leadership & Strategy;
(b) Organisational Capability and Performance;
(c) Financial and Risk Management;
(d) Stakeholders' engagement and satisfaction;
(e) Innovation, Accountability and Sustainability;
(f) Growth and Prosperity;
(g) Professional Development.

Key result areas are to be negotiated with CEO performance review panel and the CEO, in line with Position Description that can be amended from time to time, and then signed off by full Council.

Procedure for the Review of the CEO Performance
Once established, the CEO performance review panel will set the review procedure and timeline requirements for each year. The review procedure must contain the following elements as a minimum:

(a) Review panel to assign an independent external facilitator to assist the panel and ensure the process meets governance requirements as well as facilitate the implementation of the CEO's professional development plan;
(b) Timely notification of all parties by the review panel of the review procedure, timeline requirements and any other relevant information such as the independent, external facilitator;
(c) CEO must provide a self-assessment to all elected members. The CEO must provide the self-assessment in written report format as a minimum but may also provide it in other formats of their choice;
(d) Review panel must assess performance inclusive of feedback from all Councillors.
(e) Review panel will agree on key focus areas and conduct an appraisal interview with the CEO;

(f) CEO must be provided with procedural fairness throughout the process including sufficient time to prepare responses and an opportunity to respond to the interview findings;

(g) The review panel will share the performance review finding with full the Council in a briefing session;

(h) Review panel to manage follow up including remuneration, KPI's, contract variations, review outcomes and analysis of interview feedback;

(i) Full report must be distributed to all Elected Members and the CEO.

Completion of Review

The Shire President, as head of the review panel, must provide the Shire Councillors and the CEO with a formal report that summarises the finding of the review including recommendations of the review panel to Council.

The CEO is to be invited to provide comment.

Council is to consider each review of the performance of the CEO carried out under Part 5, Division 4, Section 38, Local Government Act 1995 and is to accept the review, with or without modification, or to reject the view.

The KPI's for the following review period must be completed and signed off within 28 days of the CEO review process having been completed.

Completion of Process

The performance review panel must deliver a report to Council that outlines:

(a) What worked in the process;

(b) The new KPI's for the next 12 months;

(c) Recommended changes, if necessary, to this process over the next 12 months.

Record Keeping

The Shire President is to oversee the record keeping of the performance review, by ensuring the documents are held by the Shire's Human Resource department or officer responsible for Human Resource matters as confidential documents.

All documents relating to the review process must be registered on the Shire's records management system

Legislative and Strategic Context

Relevant Federal or State legislation, directives, guidelines, Acts or Regulations and/or the strategic context (Strategic Community Plan and Corporate Business Plan) that provide the broad framework within which the policy operates and/or with which it needs to comply.

(a) Local Government Act 1995;

(b) Local Government (Administration) Regulations, 1996, Part 4, Regulations 18D.

Review of Policy

This policy is to be reviewed annually by Council.

Remuneration Review
CEO remuneration review in line with contract **clause 6.10** (outlined below) and is to be undertaken as per the CEO Remuneration Review policy as this does not form part of the CEO Performance Review policy.

6.10 Annual review

6.10.1 The Total Remuneration Package shall be reviewed annually by the Council.

6.10.2 Reviews of remuneration shall be in accordance with the Determinations of the Salaries and Allowances Tribunal issued annually in June or as per the Shire CEO Remuneration Review policy.

6.10.3 In a review under sub-clause 6.10.1 there is no obligation on the Council to increase the salary or amount of the Total Remuneration Package and the Shire shall not reduce the salary or the Total Remuneration Package.'

Associated Documents
Related strategies, procedures, references, guidelines or other documents that have a bearing on this policy and that may be useful reference materials for users of this policy are as follows:

(a) The CEO Employment Contract;
(b) Position Description;
(c) The Council plans that are mentioned in the Strategic Community Plan and Corporate Business Plan;
(d) Any plans that have been endorsed by the Council during the CEO Performance review period that are not mentioned in the Strategic Community Plan and Corporate Business Plan.

PART 2 -– ~~EMPLOYEES~~ HUMAN RESOURCES

2.1 EQUAL OPPORTUNITY

Objective:	**To maintain a workforce where all employees are treated equally and ensure the workplace is free of discrimination and harassment.**		
Date of adoption:	13 October 2008	***Minute No.***	120209
Date of amendment:	17 March 2022	***Minute No.***	030/22
Date of last review:	17 March 2022		
Legislative References:	*Equal Opportunity Act 1984 WA* *Racial Discrimination Act (Cth) 1975* *Sex Discrimination Act (Cth) 1984* *Australian Human Rights Commission Act (Cth) 1986 and Regulations 1989* *Disability Discrimination Act (Cth) 1992* *Age Discrimination Act (Cth) 2004* *Fair Work Act 2009* *Spent Conviction Act 1988*		
Internal References:	Shire of Broomehill-Tambellup Equal Employment Opportunity Management Plan Code of Conduct for Employees		

POLICY STATEMENT

The Council is dedicated to providing a harmonious and safe working environment and encourages good working relationships between all employees. All recruitment, selection and employment decisions will be based on the individual merit of applicants and employees.

POLICY

This Shire recognises its legal obligations under the:

(a) Equal Opportunity Act 1984
(b) Racial Discrimination Act (Cth) 1975
(c) Sex Discrimination Act (Cth) 1984
(d) Australian Human Rights Commission Act (Cth) 1986 and Regulations 1989
(e) Disability Discrimination Act (Cth) 1992
(f) Age Discrimination Act (Cth) 2004
(g) Fair Work Act 2009
~~(e)~~(h) Spent Conviction Act 1988

and will actively promote equal employment opportunity and diversity based solely on merit to ensure that discrimination does not occur on the grounds of gender, age, marital status, pregnancy, race, disability, and religious or political convictions. This policy applies to all elected members, employees and contractors to the Shire.

All employment training with the Shire will be directed towards providing equal opportunity to all employees provided their relevant experience, skills and ability meet the minimum requirements for such training.

All promotional policies and opportunities with this Shire will be directed towards providing equal opportunity to prospective employees and engaging a diverse workforce provided their relevant experience, skills and ability meet the minimum requirements for engagement.

This Shire will not tolerate harassment within its workplace. Harassment is defined as any unwelcome, offensive action or concerning a person's race, colour, language, ethnicity, political or religious convictions, gender, marital status or disability.

The equal employment opportunity and diversity goals of this Shire are designed to provide an enjoyable, challenging, involving, harmonious work environment for all employees where each has the opportunity to progress to the extent of their ability. Ideally, our objective is for our workforce to reflect a diverse demographic that includes a broad range of age groups, abilities and cultural backgrounds while meeting the skill requirements of the organisation. The Shire recognises the value of differences in staff profiles as well as similarities; strives to adopt an inclusive approach and appreciates that a diverse workforce may adapt more readily to the changing expectations and needs of the community.

The CEO is responsible for developing and implementing procedures, practices or guidelines to deal with harassment, perceived harassment or discrimination.

2.2 ~~OCCUPATIONAL~~ SAFETY AND HEALTH IN THE WORKPLACE

Objective:	**To provide a safe and healthy work environment for all employees, contractors, visitors and volunteers.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Work Health and Safety Act 2020* *Work Health and Safety (General) Regulations 2022*		
Internal References:	~~Employee Code of Conduct~~Code of Conduct for Employees Policy 2.6: Fitness for Work Policy Policy 2.8: Harassment, Bullying and Discrimination Policy Shire of Broomehill-Tambellup Employee Handbook Shire of Broomehill-Tambellup Employee Induction Manual Worksafe Guidelines Safety Data Sheets (SDS)		

POLICY STATEMENT:
Council is committed to providing a safe and healthy work environment for all employees, contractors, visitors and volunteers.

The Shire encourages a consultative process to improve safety within the workplace and will provide the time and resources required to prevent or minimise the risk of illness, injury, harm or damage to the Shire's employees and property and to continuously improve work, health and safety standards within the workplace.

Safety is considered a shared responsibility and the Shire will strive to ensure the compliance and integrity of this policy is maintained.

The employer acknowledges a duty of care to:

(a) Provide and maintain a safe working environment;

(b) Provide adequate training, instruction and supervision to enable employees to perform their work safely and effectively;

(c) Investigate all actual and potentially injurious occurrences in order to identify and control the cause to reduce the level of risk in the workplace;

(d) Comply with AS/NZS ~~4801:2001~~ ISO 45001:2018Occupational Health and Safety Management Systems audit requirements;

(e) Comply with the ~~*Occupational Safety and Health Act 1984*~~ *Work Health and Safety Act 2020*, and the ~~*Occupational Safety and Health Regulations 1996*~~ *Work Health and Safety (general) Regulations 2022,* , relevant Australian Standards including AS/NZS ISO 31000, ~~2009~~ 2018 Risk Management and relevant Approved Codes of Practice; and

(f) Engage and consult stakeholders and representatives in matters regarding work, health and safety ~~health~~ in the workplace.

Employees have a duty of care to:

(a) Work with care for their own safety and that of other employees, contractors, visitors and volunteers who may be affected by their acts or omissions;

(b) Report hazards, accidents, incidents and near misses to their Line Manager;

(c) Co-operate positively in the fulfillment of the obligations placed on their employer; and

(d) Assist in the reporting and investigation of any accidents with the objective of introducing and reviewing controls to prevent re-occurrence.

A safe and efficient place of work is our goal, and we must all be committed by working together to reach this outcome.

~~_____~~

~~---------- ----------~~

~~Shire President Chief Executive Officer~~

~~Date: ---------- Date: ----------~~

SAFETY AND HEALTH COMMITTEE TERMS OF REFERENCE

PURPOSE:

This document defines the structure, function, limits of authority and responsibilities of the Shire of Broomehill-Tambellup Safety & Health Committee.

SCOPE:

Title of Committee

The Committee shall be known as the 'Safety & Health Committee'.

Aims and Objectives of the Safety & Health Committee

- Communication and consultation opportunities for each department to have access to each other.
- To develop, assess and review Job Safety Analyses and Safe Work Method Statements.
- Review hazard, injury, damage and near miss, environmental incident reports, high risk incidents, and identify and discuss any potential trends and corrective actions.
- Review outstanding corrective actions for incident reports and workplace inspections.
- To assess and review critical incidents (WorkSafe and Local Government specific)
- To review and assess safety and health benchmarks, strategies and key performance indicators (KPIs) for the industry as a self-insured group.

Safety & Health Committee Structure and Format

The Committee shall consist of six (6) members of Occupational Safety and Health Representatives and management, as follows:

- One (1) Administration Office representative
- Three (3) Works Staff representatives (ideally one each from Construction, Maintenance & Parks & Gardens)
- Two (2) Management representatives (inclusive of the CEO)

The CEO shall Chair each Committee Meeting. Where the CEO is not able to attend, the meeting shall elect the Chair for that meeting.

Election of Safety and Health Representatives

An elected Safety and Health Representative is appointed to the position for a two year term, commencing 1 July. Terms shall be staggered so that half of the Committee's term expires on odd years and half on even years.

At the end of a representative's term, nominations shall be called and elections held if there is more than one nomination received for a work area. If a safety & health representative is re-elected, they may attend a refresher course, however, this is not mandatory.

Resignations

Committee members wishing to resign must do so in writing to the Chief Executive Officer.

Frequency of Meetings

Meetings should be held on a regular basis (2 monthly), and shall be held at least once every 3 months. Any Committee member may request that the Chairperson call an extraordinary meeting in order to resolve an issue requiring urgent attention. If any meeting is cancelled or rescheduled, the details and reasons must be noted in the minutes of the next meeting.

Quorum

The quorum for a meeting to be held shall be 50% (3 members) present with not more than 50% of members being from management. The Committee cannot vote or form a consensus without a quorum.

Proxies

If an elected or appointed committee member is unable to attend a scheduled or extraordinary meeting, a proxy may be sought from their area of representation to assist in maintaining the Committee's quorum. The proxy will have authority to vote on their behalf at that particular meeting.

Order of Meetings

Discussion at the Safety & Health Committee meetings shall be controlled through an agenda. Any individual wishing a specific item to be included in the agenda should advise the Secretary prior to the meeting date, otherwise the item may be discussed under "new business".

Recording of Minutes

Accurate and concise minutes shall be recorded at each meeting and all agreed actions shall include the responsible person's name and an action by date. The minutes shall be distributed to each member prior to the next meeting then accepted as a true and accurate record at the

meeting. If there are no discrepancies it is to be noted that "the minutes are accepted as a true and accurate record". A copy of the minutes shall be made available to all employees and displayed where appropriate eg on noticeboards in main workplaces or electronically.

Decision Making

The Committee shall, wherever possible, reach any decision by consensus. Where this is not possible the chair shall call for a vote - a minimum of a simple majority (that is, one more than half of the people present providing there is a quorum) shall be required to carry any motion. Reasons for dissent shall be recorded in the minutes.

RESPONSIBILITIES:

Chairperson

- Approve meeting time and venue
- Direct and guide discussion at meetings
- Ensure all agenda items are discussed and end with definite outcomes
- Review and sign minutes
- Ensure all members have an opportunity to contribute

Committee Members

- Attend meetings
- Prepare and present reports as requested by the Committee
- Report on workplace inspections and accident investigations undertaken
- Develop strategies to improve safety and health
- Raise issues on behalf of other staff relating to safety & health

Committee Secretary

- Record meeting minutes
- Ensure minutes are distributed
- Table any correspondence
- Report on status recommendations and ongoing action items
- Distribution of technical reports
- Shall nominate person to act as Secretary in their absence

Annual Evaluation of Committee's Effectiveness

The Committee shall in May each year undertake a review to evaluate its effectiveness and, as a guide, the following should be determined:

- Are the Safety Committee's aims and objectives being met?
- Should the aims and objectives be amended?
- Is the Safety Committee's effectiveness improving or deteriorating?
- Are Safety Committee members regularly attending meetings?
- Review the Terms of Reference

TRAINING:

Committee members shall receive adequate and appropriate training within work hours to enable them to fulfil their role.

REFERENCE DOCUMENTS:

- Workplace Health and Safety Act 2020
- Workplace Health and Safety (General) Regulations 2022

2.3 CORPORATE UNIFORM AND APPROPRIATE DRESS

Objective:	**To establish a professional dress standard for its staff that is in keeping with customer and corporate expectations, and legislative requirements.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Work, Health and Safety Act 2020* *Work, Health and Safety (General) Regulations 2022*		
Internal References:	~~Employee Code of Conduct~~Code of Conduct for Employees Employee Handbook Employee Induction Manual		

POLICY STATEMENT:
Council recognises the importance of corporate identity and dress appropriate to the work and conditions, and legislative requirements of the *Occupational Safety and Health Act 1984*, and encourages Shire employees to wear the local government industry uniform.

Administration Staff
To support a corporate dress standard, the cost of the approved uniform will be subsidised to a maximum as determined as part of the annual budget process.

New employees, after successfully completing their three month probationary period, are entitled to purchase uniforms from Councils preferred supplier within the provision determined in the Annual Budget.

Works Staff
Personal protective clothing as described below will be purchased by Council from its preferred supplier as determined annually following adoption of the budget.

In accordance with ~~s.19 (1)d of the *Occupational Safety and Health Act 1984*~~ *Part 3.2, Division 5 s44 Work, health and Safety (General) Regulations 2022*, new works employees will be provided with a high visibility vest, a wide brim hat, one pair of safety sunglasses and one pair of boots with protective caps on commencement of duties with the Shire.

Following completion of the compulsory three month probationary period, new employees will be entitled to receive 5 high visibility shirts, 2 high visibility jumpers and 3 pairs of trousers.

The annual top up allocation to works employees will consist of 3 pairs of trousers, 3 high visibility jumpers, 3 high visibility shirts and a pair of boots with protective caps.

High visibility jackets and vests may be available at the discretion of the Chief Executive Officer and subject to budget allocation.

2.4 GRATUITY AND REDUNDANCY PAYMENTS

Objective:	**To recognise an employee's length of service and contribution by payment on retirement or voluntary redundancy of an amount over and above the employee's legal entitlement.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	~~11 February 2021~~October 2022		
Legislative References:	*Local Government Act 1995 s5.50* *Local Government (Administration) Regulations (regulation 19A)*		
Internal References:	Code of Conduct for Employees		

PURPOSE
To describe the circumstances in which gratuity and redundancy payments may be made to staff.

POLICY
Gratuities
~~Council~~ The CEO will consider the payment of a gratuity to any employee of ten years or more standing who is leaving the service of the Shire for retirement purposes.

In considering this matter, ~~Council~~ the CEO will give particular regard to:

(a) the employee's history and length of employment with the Shire;
(b) the employee's sick leave record;
(c) performance review reports from the previous three years; and
(d) the employee's personal contribution to the progress of the Shire's objectives and community wellbeing.

~~Council~~The CEO, after taking into account the above criteria, may agree to the awarding of the following gratuity:

(a) a payment up to the maximum permitted by the *Local Government Act 1995* section 5.50, and *Local Government (Administration) Regulations* (regulation 19A).

Employees leaving to take up another position elsewhere will not be eligible for a gratuity payment but may, at the discretion of the CEO, be eligible for a gift up to the value of $100 for every year of service.

Voluntary Redundancies
In the event of ~~council~~ the CEO seeking applications for voluntary redundancy from specific staff or classes of staff, ~~council~~ the CEO will have regard to the following when determining a redundancy package:

(a) the employee's history and length of employment with the Shire;
(b) the employee's sick leave record;
(c) performance review reports from the previous three years; and
(d) the employee's personal contribution to the progress of the Shire's objectives and community wellbeing.

Council, after taking into account the above criteria, may agree to the awarding of the following redundancy payment, in addition to the employment Award or Agreement conditions:

(a) a payment up to the maximum permitted by the *Local Government Act 1995* section 5.50, and *Local Government (Administration) Regulations* (regulation 19A).

2.5 STAFF BENEFITS

Objective:	**To provide for consistency of employment conditions for all staff.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:			
Internal References:	Housing and Land Strategy Policy 2.11: Employee Superannuation Code of Conduct for Employees		

POLICY STATEMENT

The Council recognises that to attract employees the Shire must have employment conditions which are fair and provide incentive and opportunity. To achieve this, Council will:

Housing

Provide quality housing as per Council's Housing and Land Strategy as follows:
Section 6: Housing Replacement Strategies:

4. Strategy

It is recommended that the base preferred specification for future staff housing construction, other than executive housing, be:

(a) 3 bedroom, 2 bathroom, 2 living areas;
(b) Built in robes to bedrooms;
(c) Covered outdoor area and 2 car carport and shed;
(d) Solar hot water system.

5. Strategy

It is recommended that the base preferred specification for future executive staff housing construction be:

(a) Four Bedroom, 2 bathroom and a study;
(b) Two car fully enclosed garage;
(c) Two living areas, dining room, outdoor/alfresco area;
(d) All bedrooms to have built in or walk in robes;
(e) Sufficient linen/storage or at least large cupboard areas;
(f) Solar hot water system;
(g) Fully paved and landscaped outdoor areas;
(h) Reverse cycle air conditioning.

Housing rentals will be subsidised and include window treatments, reticulated lawn and garden areas and provision of a rainwater tank.

Telephones

The Shire will provide financial assistance to employees who require a telephone connection to their private residence for Shire purposes and will reimburse any employee for telephone charges incurred undertaking Shire business.

~~**Superannuation**~~

~~Council offers up to an extra 5% of an employee's fortnightly wage to a complying superannuation fund (in addition to the legislated requirement and conditional on the employee making a matching contribution) – see Council Policy 2.11 – Employee Superannuation.~~

2.6 FITNESS FOR WORK POLICY

Objective:	**To provide a safe working environment and duty of care for employees under the *Work, Health and Safety Act 2020*.**		
Date of adoption:	22 June 2010	***Minute No.***	100616
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Work, Health and Safety Act 2020* *ISO 31000 Risk Management – Principals and Guidelines*		
Internal References:	Code of Conduct for Employees		

POLICY STATEMENT:
The Shire is committed to safety as the major priority for all of its operations.
The goal is to perform work in such a manner that the potential for injury is reduced.

It is the intention to create an environment where employees and contractors recognise the health and safety risks of misusing alcohol and other drugs and thus provide an opportunity for them to obtain assistance to avoid such misuse.

The purpose of this policy is to ensure that all staff are fit for work by:

(a) Implementing a fair and proactive alcohol and other drugs screening program;
(b) Ensuring staff understand that they are responsible for reporting any instances where they believe that they are unfit for work to prevent incidents.

This will contribute to the safety and health of all employees and contractors of the Shire of Broomehill Tambellup.

The Shire of Broomehill-Tambellup's Commitment
The Shire of Broomehill-Tambellup is committed to providing the safest possible workplace for its employees and to achieve the highest standards of safety and health, all employees are encouraged and expected to be free of alcohol and/or other drugs in excess of specified standards whilst at work. The underlying principles of the Shire of Broomehill-Tambellup are fairness and transparency and providing a safe workplace that promotes and protects the well-being of all employees within the Shire of Broomehill-Tambellup.

The Shire of Broomehill-Tambellup and its employees must take all reasonable care not to endanger the safety of themselves or others (including customers) in the workplace. Alcohol and other drug usage becomes a~~n occupational safety and health~~ health and safety issue if a worker's ability to exercise judgment, coordination, motor control, concentration and alertness at the workplace is impaired. For the purposes of this policy, the term 'employee/s' shall extend to cover contractors, volunteers and any person performing work for or with the Shire of Broomehill-Tambellup in any capacity.

The Individual's Responsibility

Under the ~~*Occupational Safety and Health Act 1984*~~ *Work Health and Safety Act 2020*, workers must take reasonable care of their own safety and health and not endanger the safety and health of others at the workplace. The consumption of alcohol and/or drugs while at work is unacceptable (the hazard extends to being adversely effected, possibly as a result of the night before in addition to consumption at work), except in relation to any authorised and responsible use of alcohol at workplace social functions.

Employees are required to present themselves for work and remain, while at work, capable of performing their work duties safely. An employee who is under the influence of alcohol and/or drugs at the workplace, or is impaired, may face disciplinary action including possible termination of employment.

All employees are expected to comply with the Shire of Broomehill-Tambellup's Code of Conduct at all times. They should carry out their duties in a professional, responsible and conscientious manner and refrain from any conduct (including alcohol abuse or substance misuse) which could adversely affect their personal work performance or the safety and well-being of others.

Reporting Requirements

Under the ~~*Occupational Safety and Health Act 1984*~~*Work, Health and Safety Act 2020*, Employees must report to their employer any situation where they genuinely believe that an employee may be affected by alcohol and/or other drugs, as this presents a hazard in the workplace.

Pre-Employment Medical Tests

As part of the recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

Prescribed and Over the Counter Medications

The Employee must follow the instructions in respect of prescribed or over the counter medications. If the medication affects their ability to perform a task they must advise their supervisor or manager. Employees taking prescribed or over the counter medication must not commence duties if their doctor or pharmacist indicates that it would not be safe to do so.

It is expected when being prescribed medication that workers indicate to the medical professional what the nature of their work is so the medical practitioner may have opportunity to prescribe the most appropriate medication to reduce impact on safety performance.

The categories of drugs and substances prohibited by the Shire of Broomehill Tambellup are outlined as per the Australian Standard AS 4308 for drugs of abuse.

Permitted Blood Concentrations

Alcohol: BAC (Blood Alcohol Content) for any person engaged in work must be 0.0mg/L
Drugs: as per the Australian Standard for illicit drugs AS4308.

Drug Use on the Premises

Employees who buy, take, or sell drugs on Shire of Broomehill-Tambellup premises may be found to have engaged in serious misconduct. Such behaviour may result in disciplinary action up to and including dismissal and may be referred to the relevant authorities.

Consumption of Alcohol on the Premises
Except in situations where the Shire of Broomehill-Tambellup holds a function on the premises and alcohol is provided, employees must not bring in and/or consume/or sell alcohol in the workplace.

Routine Shire endorsed activities are, but not limited to, council meeting attendance, Christmas parties, leaving and work anniversary parties, project conclusions, and routine social club functions/meetings.

Drug/Alcohol Treatment Programs
Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the Local Government will provide assistance to the employee.

(a) The Shire of Broomehill-Tambellup will allow an employee to access any accrued personal or annual leave while they are undergoing treatment and;
(b) The Shire of Broomehill-Tambellup will take steps to return an employee to their employment position after completion of the treatment program, if practicable in the circumstances.

Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the line manager or members of senior management will review the full circumstances and agree on a course of action to be taken. This may include redeployment to suitable alternative employment, or possible termination from employment if the employee is unable to safely carry out the requirements of their role.

Responsibilities
The Shire of Broomehill-Tambellup considers that the use of alcohol or other drugs is primarily a health issue for individual employees, however, where an employee's performance or conduct affects his/her health and safety, and/or others in the workplace, the Shire of Broomehill-Tambellup is committed to appropriately managing the issue.
A likely outcome of any breach of this policy will be disciplinary action (up to and including termination of employment), however the Shire of Broomehill-Tambellup may also manage the issue by:
(a) Providing appropriate education and training to employees;
(b) Providing professional counselling and support where needed.

Managers' Responsibilities - Consumption of Alcohol at Work Sponsored Functions
Team managers shall:
(a) Encourage their people to make alternative arrangements for transport to and from work prior to the function;
(b) Ensure that the following is made available: - Low alcohol beer, soft drinks and water - Beverages: Tea, coffee and food;
(c) If the manager believes a person may be over the BAC 0.05 limit, assist the person with safe transport home (including contacting a family member or arranging a taxi); and
(d) If the manager has to leave the function early, appoint a delegate to oversee the rest of the function;
(e) Ensure cessation of all physical and computer based work;
(f) Ensure cessation of all use of equipment and machinery (including plant and mobile plant);
(g) Ensure cessation of dealing with enquiries and advisory functions to the members of the public.

Pre-Employment Medical Tests
As part of the recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

Identification of Impairment & Testing
If the Shire of Broomehill-Tambellup has reasonable grounds to believe that an employee is affected by drugs and/or alcohol it will take steps to address the issue.

Reasonable grounds may include (but are not limited to), where an employee's coordination appears affected, has red or bloodshot eyes or dilated pupils, smells of alcohol, acts contrary to their normal behaviour, or otherwise appears to be affected by drugs and/or alcohol.

Testing may be carried out as a result of all incidents (including, but not limited to near miss, injury, property damage, and personal altercations). Random testing may also be conducted. Random testing may utilise a variety of methods for randomly selecting names such as software, lottery of selection through coloured marbles in a bag drawn by each employee. All staff on site must participate in the random selection. If the Shire of Broomehill-Tambellup suspects that an employee is under the influence of drugs and/or alcohol it may pursue any or all of the following actions:

(a) Direct an employee to attend a medical practitioner and submit to a medical assessment to determine whether the employee is fit to safely perform their duties;
(b) Direct an employee undergo drug and alcohol testing administered by a representative of the Shire of Broomehill Tambellup. (The Shire of Broomehill Tambellup person conducting the testing must be appropriately trained/qualified); A non-negative oral drug test result, administered by a trained Shire Representative may result in a referral to an independent NATA (National Association of Testing Authorities) accredited laboratory nominated by the Shire for a urine test confirmation;
(c) Require that an employee undergo drug and alcohol testing administered by a representative of the Shire of Broomehill-Tambellup; and
(d) Direct an employee to go home.

A medical assessment may include a drug and/or alcohol test. Testing shall be conducted in accordance with the Australian Standard AS/NZS 4308:2008 - Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine. Other testing may be used if urine samples are unattainable.

In circumstances where an employee indicates the consumption of prescription or pharmacy drugs, the Shire of Broomehill-Tambellup may request further information from the medical practitioner conducting the assessment about the effects and proper usage of the prescription or pharmacy drugs being taken. The Shire of Broomehill-Tambellup may direct the employee to go home following the medical assessment until it can be established that they are fit to undertake their duties.

If an employee refuses to attend a medical examination or refuses to submit to an alcohol or drug test, the employee will be immediately directed to go home. Refusal to attend a medical assessment or refusal to go home constitutes a breach of this policy and may result in disciplinary action being taken against the employee up to and including the termination of employment.

The following steps are to be taken where an employee who has submitted to a medical assessment returns a positive test result for alcohol and/or drugs:

(a) The employee tested and the supervisor (or respective employer) will be informed of the result;
(b) A disciplinary discussion will take place in accordance with the disciplinary policies and procedures of the Shire of Broomehill-Tambellup.

An employee who returns a positive test will be in breach of this policy. A breach of this policy may result in disciplinary action being taken against the employee up to and including the termination of employment.

Education, Training & Awareness
Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward so that they can be assisted to get the appropriate help.

The Shire of Broomehill-Tambellup engages the services of an external Employee Assistance Provider who can provide the organisation's people with free and confidential counselling.

Consequences of Breaching this Policy
An employee engaged by the Shire of Broomehill-Tambellup who breaches the provisions of this policy may face disciplinary action including possible termination of employment.

Variation to this Policy
This policy may be cancelled or varied from time to time. All the organisation's employees will be notified of any variation to this policy by the normal correspondence method.

2.7 ~~ELECTRONIC~~ E-MAIL POLICY

Objective:	**To provide consistency for all staff in keeping of electronic mail records.**		
Date of adoption:	22 June 2010	***Minute No.***	100616
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	~~*Occupational Safety & Health Act 1984*~~ *Work, Health and Safety Act 2020*		
Internal References:	Policy 2.8: Harassment, Bullying and Discrimination Policy Code of Conduct for Employees Management Practice 2.4: Internet and Email Access		

INTRODUCTION

Electronic mail (e-mail) has become an important means of communication around the world. It offers an effective form of transmission that combines the informal, instantaneous and direct person to person contact of a conversation or telephone call with the permanence and non-intrusive nature of a letter or minute. E-mail can travel the world in seconds and a message can be distributed to individuals or larger groups with equal ease. It has the advantage that it is easy to use and is more economical than both paper and telecommunications.

E-mail is the preferred means of exchanging standard administrative and technical information and other informal correspondence. It should not be used for formal documents recording significant decisions or approvals or which otherwise warrant becoming part of the permanent record. Email should not be a substitute for other communication methods such as telephone, facsimile, or face to face meetings that would be more effective. E-mail should be viewed as merely another means of communication. Classified or in-confidence information should only be transmitted by e-mail where the entire network, from sender to receiver, has the necessary security classification. Messages to external addressees which would be sent via the Internet or other unsecured networks should be UNCLASSIFIED only.

E-mail should not be used for sending messages that are abusive, obscene, libellous and insulting or in bad taste. It is inappropriate for e-mail to be used for personal messages or for the creation and/or the distribution of jokes, cartoons, discriminatory or other inappropriate material including pornography and will be addressed according to the Council's Harassment, Bullying and Discrimination policy.

Staff must be individually responsible for e-mails that they create and/or receive and will be held accountable for messages issued in their name. All Managers should ensure that e-mail facilities and services in their work areas are used suitably and in accordance with this policy.

The Chief Executive Officer and Manager Finance and Administration are responsible for policy associated with e-mail, inherent to the Shire of Broomehill-Tambellup local area network. Responsibilities include:

(a) the usefulness and maintenance of e-mail within the Council and with satellite centres and external addressees;
(b) ensuring that any new e-mail system is compatible with local government standards; and
(c) providing any necessary training and support for all email users.

2.8 HARASSMENT, BULLYING AND DISCRIMINATION POLICY

Objective:	**To provide a best practice approach to prevent harassment, bullying and discrimination in the workplace.**		
Date of adoption:	22 June 2010	***Minute No.***	100616
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Work, Health and Safety Act 2020* *State Equal Opportunity Act (1984)* *Equal Employment Opportunity (Commonwealth Authorities) Act 1987* *Workers Compensation and Injury Management Act 1981* *Equal Opportunity Act 1984* *Racial Discrimination Act (Cth) 1975* *Australian Human Rights Commission Act (Cth) 1986 and Regulations 1989* *Disability Discrimination Act (Cth) 1992*		
Internal References:	Policy 2.1 Equal Opportunity Code of Conduct for Employees		

INTRODUCTION

The Shire of Broomehill-Tambellup recognises that everybody has the right to be treated with respect and dignity at work. The purpose of this Policy is to:

(a) Eliminate harassment (including bullying, sexual, racial vilification and victimisation) and discrimination;

(b) Ensure all staff, clients and visitors are aware of their roles and responsibilities to ensure the Shire provides a safe and inclusive workplace;

(c) Encourage prompt resolution of complaints confidentially and effectively; and

(d) Ensure that the Shire complies with its legal responsibilities in accordance with legislation.

SCOPE

This Policy applies to all staff, clients and visitors to the Shire of Broomehill-Tambellup.

PROCESS

The Shire is required under legislation to develop and implement programs designed to remove harassment, bullying and discrimination from the workplace.

POLICY

The Shire of Broomehill-Tambellup considers workplace harassment, bullying and discrimination as unacceptable; it will not be tolerated under any circumstances.

Any reports of this matter are to be treated seriously and investigated promptly, confidentially and impartially. The Shire encourages Staff to report incidents early to prevent an escalation of the situation and to facilitate a positive resolution.

Managers and supervisors must ensure that employees or witnesses, who make complaints, are not victimised.

Where a person is found to have harassed or bullied another person, following a formal complaint, they may face disciplinary steps under the grievance procedures.

DEFINITIONS

Bullying

Is unwelcome and offensive behaviour that intimidates, humiliates and/or undermines a person or group. Bullying, which is a form of workplace harassment, generally involves a persistent pattern of behaviour over a period of time and may include verbal abuse, physical assault, unjustified criticism, sarcasm, insults, spreading false or malicious rumours about someone, isolating or ignoring a person, putting people under unnecessary pressure with overwork or impossible deadlines, and sabotaging someone's work or their ability to do their job by not providing them with vital information and resources.

Confidentiality

Refers to information kept in trust and only those people directly involved in the concern or who are involved in resolving a complaint will be provided with information about a complaint. There may be a need to disclose confidential information in circumstances where a matter is considered to involve a criminal action or a breach of the Shire's duty of care and in such cases the information will be divulged only to those who need to know.

Discrimination

Is treating someone unfairly or unequally simply because they belong to a group or category of people. Equal opportunity legislation prohibits discrimination on the grounds of sex, marital status, pregnancy, family responsibility, family status, race, religious or political convictions, gender history, impairment, age or sexual orientation. Victimisation is also treated as an unlawful act.

Duty of Care

The Shire has a legal obligation to provide staff, clients and visitors with a safe workplace, which is free from harassment and discrimination. Complaints may, therefore, need to be referred, in cases involving staff, to the CEO.

Harassment

Unacceptable conduct that consists of unwelcome and uninvited comments or actions that intimidate, offend, humiliate or embarrass a person or a group of persons. Equal opportunity legislation prohibits harassment on the grounds of sex, race and/or disability.

Natural Justice

Refers to a process that is fair to all parties and free of bias. The principles include the right for an affected person to be heard before any decision which has the potential to affect them is made, the right to be informed of allegations made, the right of response, the right to representation and consistency regarding the Shire's approach to such issues.

Racial Harassment

Occurs when a person is threatened, abused, insulted or taunted in relation to their race or by association, descent or nationality, colour, language or ethnic origin, or a racial characteristic. It may include derogatory remarks about people from particular countries or races, disparaging remarks about someone's accent or manner of speaking, mockery of skin colour or appearance, or displays of material prejudicial to a particular race and racial jokes.

Racial Vilification
Involves the incitement of racial hatred or harassment by statements or public acts.

Sexual Harassment
Is any verbal or physical sexual conduct that is unwelcome and uninvited that humiliates, intimidates or offends and that, in the circumstances, a reasonable person would have anticipated the conduct would have such an effect. It may include kissing, embracing, patting, pinching, touching, leering or gestures, questions about a person's private or sexual life, requests for sexual favours, smutty jokes, phone calls, emails, facsimiles or messages, offensive noises or displays of sexually graphic or suggestive material.

Victimisation
Includes any unfavourable treatment of a person as a result of their involvement in a complaint. Unfavourable treatment could include: adverse changes to the work environment, denial of access to resources, work opportunities or training, refusing to provide information, ignoring the person, dismissal or refusing to renew a contract of employment.

Principles

(a) Harassment, bullying, discrimination and victimisation should not be confused with legitimate comment and advice regarding standards of work, workplace behaviour or feedback on work or performance given appropriately by managers or supervisors;

(b) In dealing with complaints, the rights of all individuals should be respected and confidentiality maintained;

(c) Both the person making the complaint and the person against whom the complaint is made will receive information, support and assistance in accordance with the principles of natural justice;

(d) Victimisation is unacceptable and will not be tolerated. No person making a complaint, or assisting in the investigation of a complaint, is to be victimised. Victimisation of people making complaints will be treated as seriously as the original behaviour giving rise to the complaint;

(e) All staff, clients and visitors are expected to participate in the complaint resolution process in good faith; and

(f) All complainants have the right to have their complaint heard in an external forum.

Peer Support
Advice and support to complainants, respondents, managers and supervisors on conciliation of complaints; may include internal investigations.

SUPPORT AND ADVICE

The Shire of Broomehill-Tambellup recognises that the experiences of being harassed, bullied or being accused of bullying are highly stressful and emotional. We are committed to ensuring that our staff have access to free, confidential counselling with LGIS.

Staff wishing to access this counselling should contact LGIS directly on 9483 8888. LGIS is located at Level 3, 170 Railway Parade, West Leederville.

RELATIONSHIP TO LEGISLATION AND OTHER POLICIES:

Under the ~~*Occupational Safety and Health Act (1984)*~~ *Work, Health and Safety Act 2020*, the Shire has a responsibility to ensure the safety and health of all employees.

Under the *Equal Opportunity Act (1984)* an employer is required to ensure that people are not discriminated against on a range of grounds. The employer is also responsible to ensure that the workplace is free of sexual harassment. The *Workers Compensation and Injury Management Act 1981* provides for employees injured at work.

2.9 EMERGENCY SERVICE LEAVE

Objective:	**To provide employees who participate in volunteer emergency service organisations access to leave for the purpose of active service or training with the emergency service organisation.**		
Date of adoption:	15 September 2011	***Minute No.***	110909
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:			
Internal References:			

POLICY STATEMENT

The Council recognises that the participation of employees in volunteer emergency service organisations is a positive and vital role in the community.

To support employees who are members of an approved volunteer emergency organisation (such as St John Ambulance, State Emergency Service, Volunteer Bush Fire Brigade or Volunteer Fire and Emergency Service), paid leave of up to 38 hours per calendar year will be granted for the purpose of participating in training or active service of the volunteer emergency organisation, at the discretion of the Chief Executive Officer.

This leave will be in addition to annual leave entitlements.

Service or training in excess of 38 hours per calendar year is subject to the approval of the Chief Executive Officer and is conditional upon the likely disruption to the employee's work.

Paid leave granted under this Policy will be treated as continuous service for the purposes of calculating annual leave, long service leave, sick leave or any other entitlements. Unpaid leave will be treated as leave without pay.

Employees requiring access to Emergency Service Leave are to provide reasonable notification where possible, and have the leave approved by the Chief Executive Officer or Manager of Works. Employees granted leave under this Policy will be paid for time absent from duty up to the total of ordinary time usually worked in that day or period during the emergency, but not including time in excess of ordinary working hours, weekends or public holidays.

Employees seeking leave under this Policy must provide certification that they have become members of a recognised volunteer emergency service organisation.

2.10 CODE OF CONDUCT FOR EMPLOYEES

Council Policy Recommended to be Repealed

Objective:	**Provides the Shire of Broomehill-Tambellup employees with guidelines for acceptable professional conduct.**		
Date of adoption:	15th December 2011	***Minute No.***	111211
Date of amendment:	11th February 2021	***Minute No.***	210208
Date of last review:	11th February 2021		
Legislative References:	*Local Government Act 1995* *Equal Opportunity Act 1984* *Local Government (Functions and General) Regulations 1996* *Workplace Relations Act 1996* *Corruption and Crime Commission Act 2003* *Public Interest Disclosure Act 2003*		
Internal References:	Employee Code of ConductCode of Conduct for Employees Employee Induction Manual Operations Employees Enterprise Agreement 2019 Administration Employees Enterprise Agreement 2019 Policy 1.1: Records Management Policy 1.23: Public Relations – Press Releases Policy 2.1: Equal Opportunity Policy 2.6: Fitness for Work Policy 2.7: Electronic Mail Policy 3.1: Purchasing Policy		

INTRODUCTION

The Code of Conduct (Code) provides employees with consistent guidelines for an acceptable standard of professional conduct. The Code addresses ethical responsibility and encourages greater transparency and accountability.

Shire employees are subject to the statutory provisions of the *Local Government Act 1995* and associated Regulations and are committed to conducting themselves in a manner that supports both the Code and their statutory obligations.

SHIRE OF BROOMEHILL-TAMBELLUP

Employees must commit to the Shire's values when carrying out their respective duties.

Respect

We will value and acknowledge everyone's contribution by:

(a) working co-operatively with our colleagues, community and stakeholders; and
(b) respecting the individual, and their roles, while working and living in the Shire.

Excellence

We will:

(a) commit to providing excellent customer service with a 'can do' approach. It is our 'can do' attitude that is built into our actions and behaviours and allows us to be responsive to our changing environment.

Accountability

We will take responsibility for our actions and behaviour by:

(a) being ethical and acting with integrity;
(b) providing open and transparent decision making; and
(c) providing good governance that addresses legislative and organisational compliance.

Leadership

We will provide clear direction and inspire people to reach their full potential by:

(a) leading by example, with a professional pride in our Shire;
(b) setting the Shire's direction by providing guidance and helping people be the best they can be.

ROLES AND RELATIONSHIPS AT THE SHIRE OF BROOMEHILL-TAMBELLUP

The relationship between Council and the employees is unique and it is important that employees understand the roles and relationships that exist within the Shire, in order to achieve good governance.

Role of Council

The Role of Council is prescribed in the *Local Government Act 1995* and it provides that Council:

(a) directs and controls the local government's affairs;
(b) is responsible for the performance of the Shire's functions;
(c) oversees the allocation of the Shire's finances and resources; and
(d) determines the Shire's policies.

Role of Councillors

The primary role of a councillor is to represent the interests of the community and the future direction of the Shire.

The *Local Government Act 1995 (Act)* sets out the role of a councillor as:

(a) representing the interests of electors, ratepayers and residents of the Shire;
(b) providing leadership and guidance to the community in the district;
(c) facilitating communication between the community and council; and
(d) participating in the Shire's decision making processes at council and committee meetings; and
(e) performing such other functions as are given to a councillor by this *Act* or any other written law.

Role of Employees

The role of employees is determined by the functions of the Chief Executive Officer (CEO) which are prescribed in the *Local Government Act 1995*. The CEO's functions are to:

(a) advise the Council in relation to the functions of a local government under the *Act* and other written laws;

(b) ensure that advice and information is available to the Council so that informed decisions can be made;

(c) cause council decisions to be implemented;

(d) manage the day to day operations of the Shire;

(e) liaise with the President on the Shire's affairs and the performance of its functions;

(f) speak on behalf of the Shire if the President agrees;

(g) be responsible for the employment, management supervision, direction and dismissal of other employees;

(h) ensure that records and documents of the local government are properly kept;

(i) perform any other function specified or delegated by the local government or imposed under this *Act* or any other written law as a function to be performed by the CEO.

Relationship between Councillors and Employees

The Shire is a corporate entity made up of Councillors and employees working together in the interests of the community they serve. To be effective, Councillors and employees should work as a team where Councillors and employees have a mutual respect for and co-operate with each other to jointly and collaboratively achieve the Shire's goals and vision. To achieve that position, Councillors need to observe their statutory obligations which include, but are not limited to, the following:

(a) accept that their role is a leadership, not a management or administrative one;
(b) acknowledge that they have no capacity to individually direct members of staff to carry out particular functions;
(c) refrain from publicly criticising staff in a way that casts aspersions on their professional competence and credibility; and
(d) likewise, staff are to respect the Councillors and the role that they have and refrain from criticising in a way that casts aspersions on their competence and credibility.

RESPECTING EACH OTHER

The Shire of Broomehill-Tambellup is committed to maintaining a supportive work environment in which all employees are able to carry out their employment in an environment which promotes job satisfaction and allows them to reach their full potential.

To this end, employees are expected to conduct themselves in a manner that promotes a workplace culture that is respectful, free of harassment, intimidation, bias and discrimination of any kind.

This is achieved by abiding by the Shire's policy relating to Equal Employment Opportunity, which has been developed to comply with the *Equal Opportunity Act 1984.*

Drug and alcohol use

Substance abuse is not tolerated at the Shire of Broomehill-Tambellup. Drug and/or alcohol abuse can have a devastating effect on a person's health and safety. Employees who are under the influence of alcohol or drugs while at work can endanger not only themselves, but others.

The Council permits responsible drinking at approved functions and events. However, the Council strictly prohibits the use, possession, purchase, sale or distribution of any illegal drug or controlled substance while performing Council business.

~~CONFLICT AND DISCLOSURE OF INTEREST~~

~~Conflict of Interests~~

~~A conflict of interest arises in a situation where there is an actual (or perceived) private or personal interest in a matter sufficient to influence objectivity when exercising official duties or responsibilities.~~

~~Employees should be impartial when performing all aspects of their duties and responsibilities. Employees must ensure that they avoid any conflict or resolve any incompatibility that may arise with their own personal interests. Where any conflict arises between personal interests and the interests of the Shire, such conflict must be resolved in favour of the public interest.~~

~~Any employee who has a material personal interest in an issue they are dealing with must promptly advise his/her supervisor in writing of the interest. Any future dealings on the matter, by the employee concerned, shall only be in accordance with their supervisor's direction.~~

~~Conflicts affecting financial and impartiality interests are the subject of strict statutory controls and penalties. Certain categories of employees – in particular those delegated authority – are required to lodge annual or primary returns. In addition, the Council has discretion, in the interests of openness and accountability, to require other categories of employees to lodge annual or primary returns.~~

~~Employees who are engaged in other paid employment or contract work, in addition to their employment at the Shire of Broomehill-Tambellup, should ensure this work is in no direct or indirect conflict of interest with Shire business. It is also important to consider whether the additional work might negatively affect their work performance at the Shire. If in doubt about any potential conflict of interest, contact your supervisor.~~

~~Disclosure of Interest (affecting impartiality)~~

~~Employees are required to disclose any interest where it could, or could reasonably be perceived to, adversely influence their objectivity in exercising official duties for the Shire. An interest could arise from kinship, friendship or membership of an association.~~

~~Where an employee has an interest in any matter to be discussed at a council or committee meeting at which they will be present, they must disclose the nature of the interest either in written notice to the CEO before the meeting or immediately before the matter is discussed at the meeting.~~

~~Alternatively, if the employee has given, or intends to give, advice in respect of any matter to be discussed at a council meeting or council endorsed committee meeting at which they will not be present, they must disclose the nature of any interest they may have in writing to the CEO before the meeting or at the time the advice is given.~~

~~The written notice that is given to the CEO is then passed onto the person presiding over the meeting who, immediately before the matter to which the disclosure relates is discussed, brings the notice and its contents to the attention of the persons present.~~

~~If an employee fails to disclose an interest because they did not know the matter in which he or she had an interest would be discussed at the meeting, they are to do so as soon as possible after becoming aware of the discussion of the matter at the meeting.~~

USE OF INFORMATION

Openness in the provision and dissemination of information is standard practice at the Shire.

However, certain information may be confidential or sensitive and, therefore, not appropriate for a wider audience. Where confidentiality is necessary to protect the privacy or rights of individuals or organisations, information must not be released to anyone other than the person who is entitled to receive it or needs access to it for the proper discharge of their functions.

If an employee has access to a confidential file, they must ensure that it is properly secured at all times and that it is accessible only to those that have the appropriate authorisation.

Furthermore, employees must not use any information obtained in the course of their employment for personal gain or benefit, nor should they pass it on to others who may use it in such a way.

INTELLECTUAL PROPERTY

Intellectual property deals with the ownership of creative rights such as copyright, design, patents and trademarks. As a general rule, if any particular work is created by an employee in the course of their employment, it is the property of the Shire; that is, the Shire is the owner of the intellectual property concerned.

PUBLIC COMMENT

From time to time an employee may be approached by the media for comment about Shire activities. No employee, other than those authorised by the Chief Executive Officer, has approval to respond to any enquiry from the media without directing it, in the first instance, to the CEO.

This includes providing 'on' or 'off' the record comments to the media on matters pertaining to the Shire and its Council.

GIFTS

There may be circumstances when an employee is offered a 'gift' from a person external to the organisation. While an employee should avoid accepting any gift, reward or benefit, if there is a perception that the purpose is to influence them in relation to the performance of their work at the Shire, there are clear provisions in legislation that allow the acceptance of what is referred to as 'notifiable gifts'.

Before accepting any gift, it is important that employees are aware of the following requirements. In understanding the obligations of employees, it is important to differentiate between 'prohibited gifts' and notifiable gifts. For the purpose of understanding the following definitions, a *local government discretion* means anything that cannot be undertaken without an authorisation of the Shire of Broomehill-Tambellup or by way of commercial dealing with the Shire of Broomehill-Tambellup. The following clauses 'Prohibited Gift' and 'Notifiable Gift' apply to any employee.

Prohibited Gift

A 'prohibited gift' is a gift worth $300 or more, where local government discretion is involved (see immediately below). In addition, where two or more gifts are given to an employee, by the same person within a six month period and their total worth is $300 or more, this is also classified as a prohibited gift.

Employees are not, under any circumstances, permitted to accept a prohibited gift from a person who:

(a) is undertaking or seeking to undertake an activity involving a local government discretion; or

(b) it is reasonable to believe is intending to undertake an activity involving a local government discretion.

Notifiable Gift

A 'Notifiable Gift' is a gift worth between $50 and $300. In addition, where two or more gifts are given to an employee, by the same person within a six month period and their total worth is between $50 and $300, this is also classified as a notifiable gift.

An employee is permitted to accept a 'notifiable gift' from a person who:

(a) is undertaking or seeking to undertake an activity involving a local government discretion; or

(b) it is reasonable to believe is intending to undertake an activity involving a local government discretion,

provided that they notify the CEO within ten (10) days of accepting the gift, of the acceptance. In notifying the CEO in writing, the employee must provide the following information:

(a) the name of the person who gave the gift;

(b) the date on which the gift was accepted;

(c) a description, and estimated value, of the gift;

(d) the nature of the relationship between the person who is an employee and the person who gave the gift; and

(e) if the gift is one of two or more gifts received from the same person within a six month period and within the prescribed amount of $50 and $300, then a description, estimated value and date of acceptance of each gift is required.

This information is collated on a 'Register of Notifiable Gifts' which the CEO is to maintain.

If the gift has a value of $50 or less it is considered to be exempt for the purposes of this section. As a consequence, you do not have to report such a gift.

Exempt gifts may include:

(a) trinket gifts of an insignificant nature i.e. pens, key-rings, diaries etc.

(b) minor items of apparel i.e. ties, hats, t shirts etc;

(c) minor items of a promotional nature, i.e. mugs etc;

(d) provision of food and refreshments;

(e) goods and materials obtained at the attendance of courses.

An employee who is defined as a 'Relevant Person'

(a relevant person being a designated employee as defined under s.5.74 of the Local Government Act 1995 i.e.; the Chief Executive Officer; employees with delegated power and duties under Part 5, Division 4 of the *Local Government Act 1995*; employees who are members of committees comprising elected members and employees; and other employees as nominated by the local government to be a designated employee).

Relevant persons are required to have *notifiable* gifts with a value of >$200 and <$300 also disclosed on their local government's website register (in addition to the local government's 'Register of Notifiable Gifts').

~~Gifts worth >$200 to *relevant persons*, where there is no local government discretion or perception of same (non-notifiable), and contributions to travel worth >$200, are required to be disclosed on the local government's website register as well as on their annual return.~~

~~For contributions to travel, the disclosure must include the same information as for gifts as well as a description and date of the travel, and be disclosed to the CEO within 10 days of receipt.~~

~~Exclusions include: where the donor is a relative; the gift is via a will; or is a contribution to travel and where, in the instance of a contribution to travel, the gift is: from Commonwealth, State or Local Government funds; the donor is a relative; during the ordinary course of occupation unrelated to duties as an employee; or from a political party where the employee is a member and travelling for political activity or to represent the party.~~

~~MAINTAINING BOOKS AND RECORDS~~

~~Minimum record keeping requirements are prescribed. Accurate and complete record keeping is a core aspect of the Shire's corporate professionalism and is everyone's responsibility.~~

~~To meet this standard, it is essential to maintain detailed records to accurately reflect decision-making processes, financial transactions, contractual and other legal commitments.~~

~~PROTECTING THE SHIRE'S ASSETS~~

~~It is in everyone's best interests to ensure that the Shire of Broomehill-Tambellup's resources are used effectively and economically.~~

~~When using Shire's assets, employees will:~~

~~(a) be scrupulously honest in their use and shall not misuse them or permit their misuse by another person;~~

~~(b) use them effectively and economically in the course of their duties; and~~

~~(c) not use them for private purposes (other than as part of a contract of employment), unless properly authorised and approved.~~

~~Computer and other communications resources~~

~~Generally, the use of the Shire's computer or communications resources by employees is restricted to employment related purposes. However, limited personal use of these facilities is also permitted, provided it does not interfere with the performance of the employee's duties and responsibilities and does not involve illegal or unethical behaviour.~~

~~Employees must take all due care to maintain the security and privacy of these resources.~~

Contractual and other commitments

Signing a contract or entering into a commitment on behalf of the Shire, is a serious matter. Employees should not enter into any agreement or commitment unless you are authorised to do so.

A full understanding of the nature and extent of the commitment should be made in all arrangements or transactions which have legal consequences.

Tendering and contracts

The Council is committed to 'best value for money' when procuring goods and services through any competitive process involving the calling of expressions of interest, public tenders and quotations. Employees engaged in procurement should ensure they obtain value for money and are accountable for their actions.

The Local Government (Functions and General) Regulations 1996 and Shire policy provide strict guidelines in this regard. Similarly, the *Local Government Act 1995* provides a clear statement of requirements concerning the sale of Shire assets and procedures to be followed.

PERFORMANCE OF DUTIES AND COMPLIANCE WITH LAWFUL ORDERS

Employees have a responsibility to ensure that they carry out their work efficiently, economically and effectively, and to a standard that reflects favourably both on the Council and its staff.

Employees must comply with any lawful order given to them by a fellow employee who has the authority to make or give such an order. Should an employee have any doubts as to the propriety of any such order being given, the matter should be taken up with their Supervisor/Manager or the person who gave the order. If resolution cannot be reached then the employee shall follow the grievance procedures outlined in the Council's Employee Induction Manual.
Likewise, employees will ensure compliance with the Council's lawful policies and procedures.

USING THE CODE

All employees must abide by the Council's Code of Conduct and display professional conduct at all times.

Many of the matters covered by this Code are also the subject of Council POLICY STATEMENTs or legislation. Relevant policies and legislation have been identified in specific sections of this Code for ease of reference. Policies can be found in the Council's Policy Manual. In the course of undertaking their duties at the Shire of Broomehill-Tambellup, employees should make themselves aware of all relevant policies and legislation.

In some cases, breaches of the Code have disciplinary consequences – some of which are serious and warrant dismissal. Such breaches of the Code will be managed in accordance with the *Workplace Relations Act 1996,* Shire of Broomehill-Tambellup Employee Enterprise Agreements and other relevant legislation, including the *Corruption and Crime Commission Act 2003,* where appropriate. In addition, provisions of an employee's contract of employment (whether expressed in a written contract, an industrial award or another document) are relevant.

If an employee knows of a situation or incident that they feel may violate this Code, they are obliged to report it in accordance with the following procedures. These matters will always be treated in an objective, professional and confidential manner.

MAKING A COMPLAINT

The Shire takes any alleged breaches of the Code seriously and would encourage any person who has reason to believe that an employee of the Shire has committed a breach of this Code to make a complaint in accordance with Council procedures.

Corruption and Crime Commission Act 2003

The Corruption and Crime Commission Act 2003 provides that matters of misconduct and/or corruption may be reported to the Corruption and Crime Commission.

Employees should be aware that where a breach is considered 'misconduct' in accordance with s.4 of the *Corruption and Crime Commission Act 2003,* the CEO is required to notify the Corruption and Crime Commission, which has powers to act on misconduct allegations.

Public Interest Disclosure Act 2003

Employees should be aware of the *Public Interest Disclosure Act 2003,* which provides people who make disclosures of public interest information with certain immunities, protections and remedies and imposes certain responsibilities.

Anyone making a disclosure under the *Public Interest Disclosure Act 2003* will not incur any civil or criminal liability for doing so and will not be liable for any disciplinary action under a written law.

FURTHER INFORMATION

Employees with any queries regarding the Code should direct their queries to the CEO.

2.11 EMPLOYEE SUPERANNUATION

Objective:	**To provide an employee benefit through additional contributions to superannuation.**		
Date of adoption:	17 March 2016	***Minute No.***	160307
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Superannuation Industry (Supervision) Act 1993*		
Internal References:	Policy 2.5: Staff Benefits Code of Conduct for Employees		

OBJECTIVE

The Council is committed to recruiting and retaining appropriately skilled and qualified employees in order to deliver the full range of services required of the local government.

Employee benefits, including additional superannuation contributions, can assist in both recruitment and retention of staff.

POLICY

The Council will contribute up to 5% of an employee's fortnightly wage to a complying superannuation fund (in accordance with the *Superannuation Industry (Supervision) Act 1993)* of the employee's choice. This is conditional on:

(a) a matching contribution being made by the employee; or
(b) an individual employment agreement that may state otherwise.

All employees will receive the compulsory superannuation contribution as per Superannuation Guarantee legislation.

2.12 CONFERENCES, SEMINARS AND TRAINING COURSES – GENERAL STAFF ATTENDANCE

Objective:	**To provide guidelines surrounding employees attendance at conferences, seminars and training courses.**		
Date of adoption:	18 April 2019	***Minute No.***	190409
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	21 April 2022	***Minute No.***	056/22
Legislative References:			
Internal References:	**Code of Conduct for Employees**		

OBJECTIVE

The Chief Executive Officer has authority to approve staff attendance at conferences, seminars and training courses based on advice from the relevant Manager.

All approvals and funding of expenses shall be as per the following guidelines –

(a) To achieve uniform practice throughout the organisation;

(b) To reduce matters placed on agendas for the Council's consideration;

(c) To maximise training opportunities and therefore productivity and efficiency of staff;

(d) Minimising delay in accepting training opportunities.

Standards associated with the attendance of staff at conferences/seminars/courses –

(a) Accommodation in the hotel or venue at which the conference/seminar/course is held, or other nearby venue;

(b) Economy class airfare if necessary;

(c) Reasonable meal costs and out of pocket expenses.

BACKGROUND

Attendance at conferences, seminars and training courses is considered to be a component of the ongoing education and training of staff, which results in a more efficient service to the Council and the community. Such forums provide a means by which information and knowledge can be obtained from other organisations and bodies.

In some cases there is a mutual benefit to both the employer and employee in attending conferences and training courses and as such the conditions of attendance may be negotiated between the employee and the CEO.

Attendance at Conferences, Seminars and Training Courses

During the budget preparation process, the Chief Executive Officer shall determine an allocation of funds sought for conferences, seminars and training courses in the ensuing year.

Consideration will be given to –

(a) The cost of each known conference, seminar and training course plus a contingency allowance for unforeseen events;

(b) The duration of the event and expected period of absence;

(c) The benefit expected to be derived from attendance at such an event.

Approval to attend is only to be granted if the relevant budget provides sufficient funds and the conference, seminar or training course is of particular relevance to the Council's operations.

When special funding is required, which is not included in the adopted budget for the financial year, the application must be submitted to the Council with a report prepared by the Chief Executive Officer on the application.

In respect of employees attending approved conferences, seminars and training courses at the Council's discretion, the following expenses will be met by the Council:

(a) Registration fees;
(b) Accommodation and reasonable meal costs, excluding alcohol;
(c) Minor expenses such as taxi's, parking, telephone calls and laundry etc.;
(d) Travelling expenses.

Accommodation

(a) Should an employee require accommodation, then this will be available at a specified venue at the Council's expense. Extras such as mini-bars, in house movies and telephone calls will be the employee's responsibility except if calls are work related. A register of these calls must be kept to claim reimbursement.
(b) If an employee chooses to stay with relatives or friends, there shall be no payment for accommodation.
(c) Officers may request upgraded accommodation to cater for personal taste or other family members. The Council will only be responsible for reimbursement of the cost of standard accommodation. Additional charges will be the Officer's responsibility.

Meals

(a) Breakfast – maximum up to $20 per day on production of receipts.
(b) Lunch is normally provided by the course, however if not provided, the Council will pay up to a maximum of $20 per day on production of receipts.
(c) Evening meal – maximum up to $40 per day, excluding alcohol, on production of receipts.

Travelling

(a) The Council will allow employees to travel to the course in work hours ie: if the course is to be held in Perth the employee can depart the Broomehill or Tambellup office at 2pm on the day prior to the course in order to arrive at the employee's approximate normal finishing time. The same principal would apply for any other destinations.
(b) In acknowledging the dual benefit of attending a conference or training, in most cases it is expected that travelling home from a course will be in the employee's own time and no overtime will be paid.
(c) The Council will provide a vehicle for travel, however the vehicle must be returned to the Tambellup Depot on the same day, unless prior arrangements are made with the Chief Executive Officer.
(d) If any employee wishes to use their own vehicle in preference to a Council vehicle, then fuel only for the vehicle for travel to and from the course will be reimbursed. No vehicle allowance or kilometre rate will be paid.

An informative written report on the attendance at each conference/seminar shall be prepared and submitted to the Chief Executive Officer or appropriate Manager if requested.

2.13 MOTOR VEHICLES

Objective:	**To establish parameters for provision of motor vehicles to senior employees, general guidelines for use of Shire vehicles and facilitation for private use of vehicles, where applicable.**		
Date of adoption:	17 October 2019	***Minute No.***	191007
Date of amendment:	11 February 2021	**Minute No.**	210208
Date of last review:	11 February 2021		
Legislative References:			
Internal References:	Code of Conduct for Employees		

POLICY STATEMENT
To provide guidance for allocation of motor vehicles to employees, used in a manner comparable to Shires with similar sized operations and responsibilities.

POLICY
It is the policy of the Shire of Broomehill-Tambellup to provide motor vehicles to employees appointed to the following positions –

(a) Chief Executive Officer;
(b) Manager Finance and Administration; and
(c) Manager of Works.

The type of vehicle supplied will be determined by the Chief Executive Officer, and within the provisions of the Annual Budget and Plant Replacement Program. The private use of vehicles for the above-mentioned positions will apply as part of their individual salary package or contract.

Other Employees
Private use of any vehicle by all other employees must be approved by the Chief Executive Officer or Manager of Works, prior to any use. Continued requests must be referred to the Chief Executive Officer.

General Conditions of Use
(a) Smoking is strictly prohibited within Shire vehicles at all times;
(b) Motor vehicles may also be provided for permanent, acting or temporary officers when specific terms and conditions may be offered and agreed;
(c) Spouses or partners are permitted to drive these motor vehicles provided that this does not disrupt the Shires business for which that vehicle is allocated, in any way;
(d) Other dependents or persons are not expected to be driving these vehicles unless there is a specific need related to Shire business or in an emergency situation or where the CEO has granted specific approval;
(e) Staff and elected members are to meet the costs of any parking or traffic infringements incurred whilst driving Shire vehicles;
(f) All vehicles are regarded as pool vehicles for general use by Shire employees for work related purposes during office hours; and
(g) Shire provided motor vehicles shall not be used for approved secondary employment or in the conduct of private commercial business unless express written approval of the CEO is given.

Novated Leases

Salary packaging a vehicle using a novated lease is an arrangement where the employer allows an employee to include the purchase cost of a vehicle (via a novated lease) and its running costs within the employee's salary.

Employees who are allocated a Shire vehicle as part of their remuneration package, may choose to 'cash out' the vehicle component of their package and receive a vehicle allowance in lieu of a car benefit. The option to do this is only available when the employee seeks to enter into a Novated Lease arrangement.

When a Novated Lease is taken by an employee, their employment contract shall contain the following clause –

A vehicle allowance of $_____ per annum (taxable) is provided in lieu of the provision of a motor vehicle. Allowances may be utilised to purchase a vehicle through a novated lease in accordance with the following –

(a) The vehicle must be utilised by the employee for work purposes and that employee is not able to utilise 'pool' vehicles for work or private purposes;
(b) The vehicle may be hired by the employer for other employee or Councillor work requirements at the discretion of the owner of the vehicle and, if so hired, may be charged at the prevailing rate provided for in the Local Government Industry Award 2010;
(c) In the event of damage incurred by the hirer in part 2 (above), the Shire will meet the cost of any damage or insurance excess to a maximum of $500.

Any arrangement under this policy is to be included in the employee's Contract of Employment.

Other Employees

Employees who are not allocated a Shire vehicle as part of their remuneration package can enter into a Novated Lease arrangement at the discretion of the CEO, provided there is no cost to the Shire of Broomehill-Tambellup. These employees are not entitled to receive a vehicle allowance.

2.14 REMOVAL EXPENSES - SENIOR STAFF

Objective:	**To attract senior staff to the Shire of Broomehill-Tambellup and to provide guidance regarding the maximum amount that the Council will contribute towards relocation expenses upon the recruitment of senior staff and the circumstances under which reimbursement of those expenses will be sought**		
Date of adoption:	17 March 2022	***Minute No.***	035/22
Date of amendment:			
Date of last review:	17 March 2022		
Legislative References:			
Internal References:			

POLICY STATEMENT

The Council will, when contributing to the relocation costs of new senior staff:

Pay the total relocation costs to a maximum of $7,000 subject to three quotes for the relocation being obtained and the most satisfactory being endorsed by the CEO, subject to the following:

(a) Should the new officer leave the employ of the Council for any reason within three months of employment, the officer shall reimburse to the Council 100% of the relocation costs.

(b) Should the new officer leave the employ of the Council for any reason between three months and six months of employment, the officer shall reimburse to the council 50% of the relocation costs.

(c) Should the new officer leave the employ of the Council for any reason between six months and twelve months of employment, the officer shall reimburse to the council 25% of the relocation costs.

(d) Should the new officer leave the employ of the Council for any reason after twelve months of employment, the officer shall not be required to reimburse to the council any portion of the relocation costs.

Further, in the event that relocation expenses are required to be reimbursed in accordance with this policy, those funds shall be deducted from the officer's final pay and if required invoiced to the officer for any shortfall following termination of employment.

When this policy applies to a new employee, an acknowledgement of the terms of this policy shall be signed by the employee prior to employment being finalised.

PART 3 - FINANCE

3.1 PURCHASING POLICY

Objective:	**To deliver a best practice approach and procedures to internal purchasing for the Shire.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	15 September 2022	***Minute No.***	210508
Date of last review:	15 September 2022		
Legislative References:	*Local Government Act 1995* *Local Government (Functions and General) Regulations 1996* *State Records Act 2000* *Public Sector Management Act 1994* *Corruption, Crime and Misconduct Act 2003*		
Internal References:	Shire of Broomehill-Tambellup Recordkeeping Plan Code of Conduct for Employees Code of Conduct for Council Members, Committee Members and Candidates Delegation 2.9 Signing and Issuing of Purchase Orders		

POLICY

The Shire is committed to applying the objectives, principles and practices outlined in this Policy to all purchasing activity and to ensuring alignment with the Shire's strategic and operational objectives.

OBJECTIVES

The Shire's purchasing activities will:

(a) Achieve best value for money that considers sustainable benefits, such as; environmental, social and local economic factors;

(b) Foster economic development by maximising participation of local businesses in the delivery of goods and services;

(c) Use consistent, efficient and accountable purchasing processes and decision-making, including; competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;

(d) Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;

(e) Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;

(f) Comply with the *Local Government Act 1995*, *Local Government (Functions and General) Regulations 1996*, other relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;

(g) Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire of Broomehill-Tambellup;

(h) Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management framework;

(i) Ensure records evidence purchasing activities in accordance with the *State Records Act 2000* and the Shire's Record Keeping Plan;

(j) Ensure confidentiality that protects commercial-in-confidence information and only releases information where appropriately approved.

1. VALUE FOR MONEY

The Shire will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

Assessing Value for Money

Value for money assessment will consider:

(a) All relevant Total Costs of Ownership (TCO) and benefits including; transaction costs associated with acquisition, delivery, distribution, and other costs such as, but not limited to; holding costs, consumables, deployment, training, maintenance and disposal;

(b) The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, ease of communications, etc.

(c) The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history;

(d) A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this Policy, where practicable;

(e) The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;

(f) The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy including Local Economic Benefit; and

(g) Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s and the goods or services required.

2. PURCHASING THRESHOLDS AND PRACTICES

Where the value of procurement (excluding GST) for the value of the contract over the full contract period (including options to extend) is, or is expected to be:

Amount of Purchase	Policy	Authorised Officers
$0 to $100	**No formal process** Small incidental purchases made from local suppliers with a running monthly account to the value of $100 do not require quotations or purchase orders e.g. Milk from the Deli. All care and responsibility must still be taken as is expected when spending public money.	Shire Employees
$101 - $5,000	**Direct purchase from suppliers requiring only one verbal quotation**. Where the value of procurement of goods or services does not exceed $5,000 purchase on the basis of at least one verbal quotation, is permitted. However, it is recommended to use professional discretion and occasionally undertake market testing with a greater number or more formal forms of quotation to ensure best value is maintained. This purchasing method is suitable where the purchase is relatively small and low risk. A purchase order is required for all purchases.	CEO, Managers & delegated Purchasing Officers
$5,001 - $20,000	**Obtain at least two verbal or written quotations.** Where possible, at least two verbal or written quotations (or a combination of both) are required. A "Record of Quotes" form must still be completed where no written quote is available, i.e.; for verbal quotations or when obtaining multiple quotes is not practical (e.g.; when due to limited suppliers, it must be noted by completing a Record of Quotes form). The general principles for obtaining verbal quotations are: 1. Ensure that the requirement/specification is clearly understood by the employee seeking the verbal quotations; 2. Ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote; 3. Read back the details to the Supplier contact person to confirm their accuracy; and 4. Written notes detailing each verbal quotation must be recorded. Record keeping requirements must be maintained in accordance with record keeping policies. A purchase order is required for all purchases.	CEO, Managers & delegated Purchasing Officers
$20,001 - $50,000	**Where possible, obtain at least three written quotations** The responsible officer is expected to demonstrate due diligence seeking quotes and to comply with any record keeping and audit requirements. Record keeping requirements must be maintained in accordance with record keeping policies.	CEO

	It is required to obtain at least three written quotes; should three quotes not be possible, a "Record of Quotes" form is to be completed and attached to the purchase order. **NOTE**: The general principles relating to written quotations are: • An appropriately detailed specification should communicate requirement(s) in a clear, concise and logical fashion; • The request for written quotation should include as a minimum: 1. Written Specification; 2. Selection Criteria to be applied; 3. Price Schedule; 4. Conditions of responding; 5. Validity period of offer; 6. Invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond; 7. Offer to all prospective suppliers at the same time any new information that is likely to change the requirements; 8. Responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented; and 9. Respondents should be advised in writing as soon as possible after the final determination is made and approved. A purchase order is required for all purchases.	
$50,001 - less than $250,000	**Obtain at least three written quotations containing price and specification of goods and services.** For the procurement of goods or services where the value exceeds $50,000 but is less than $250,000, it is required that procurements be requested in writing and at least three written quotations obtained that contain price and a sufficient amount of information relating to the specification of goods and services being purchased. Record keeping requirements must be maintained in accordance with record keeping policies. For this procurement range, the selection should not be based on price alone, and the CEO shall consider some of the qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, local supplier, warranty conditions, technology, maintenance requirements, organisation's capability, previous relevant experience and any other relevant factors as part of the assessment of the quote. A purchase order is required for all purchases.	CEO
Above $250,000	**TENDER** Conduct a public tender process (See also clause 3 – Regulatory Compliance).	Full Council

Other purchasing threshold points to note:

a. The requirement for quotations and purchase orders contained above do not apply to the following purchase types:
   i. Fuels and Oils
   ii. Postage and Freight
   iii. Annual Subscription and Membership Renewals
   iv. Telephone and Utilities
   v. Audits

b. Where the Shire has already conducted a similar quotation process within the previous two years or is currently using a regular supplier, an existing supplier may be used with the approval of the CEO. This only applies to purchases below the tender threshold and where it would be financially and/or operationally beneficial to do so.

c. When assessing quotes please refer to section 3. d. Regional Price Preference.

d. The authorised officer that is signatory on the purchase order must also be the signatory on the corresponding invoice.

3. REGULATORY COMPLIANCE

a. Tender Exemption

In the following instances public tenders or quotation procedures are not required (regardless of the value of expenditure):

i. An emergency situation as defined by the *Local Government Act 1995,* providing that the goods and services are required to address needs arising from, or impacts or consequences of, the hazard to which the emergency relates;
ii. The purchase is under a contract of WALGA (Preferred Supplier Arrangements), Department of Treasury and Finance (permitted Common Use Arrangements), Regional Council, or another Local Government;
iii. The purchase is under auction which has been authorised in advance by the Council;
iv. The contract is for petrol, oil, or other liquid or gas used for internal combustion engines; and
v. Any of the other exclusions under Regulation 11 of the Functions and General Regulations apply.

b. Sole Source of Supply (Monopoly Suppliers)

The procurement of goods and/or services available from only one private sector source of supply, (i.e. manufacturer, supplier or agency) is permitted without the need to call competitive quotations provided that there must genuinely be only one source of supply. Every endeavour to find alternative sources must be made. Written confirmation of this must be kept on file for later audit and must be approved in writing by the CEO.

Note: The application of provision "sole source of supply" should only occur in limited cases and procurement experience indicates that generally more than one supplier is able to provide the requirements.

c. Anti-Avoidance

Authorised Officers shall not enter two or more contracts of a similar nature for the purpose of splitting the value of the contracts to take the value of consideration below the level of $250,000, thereby avoiding the need to publicly tender.

d. Regional Price Preference

Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that wherever possible quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority.

Preference may be given to a regional supplier by assessing the quote from that regional supplier as if the quote were reduced by:

i. 5% for goods or services for a supplier from within the Shire; and

ii. 2.5% for goods or services for a supplier from a Shire within the Great Southern Region of Western Australia (as defined by the Great Southern Zone of the Western Australian Local Government Association)

if price then demonstrates best value outcome for the Shire.

4. EMERGENCY PURCHASES

Emergency purchases are defined as the supply of goods or services associated with:

(a) A local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets; OR

(b) A local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the Local Government Act 1995 and Functions and General Regulation 11(2)(a); OR

(c) A State of Emergency declared under the Emergency Management Act 2005 and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

5. INVITING TENDERS THOUGH NOT REQUIRED TO DO SO

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the $250,000 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement and the use of a public tender process will enhance; value for money, efficiency, risk mitigation and sustainable procurement benefits.

In such cases, the tender process must comply with the legislative requirements and the Shire's tendering procedures *[F&G Reg.13]*.

6. ANTI-AVOIDANCE

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of 'splitting' the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

7. CONTRACT RENEWALS, EXTENSIONS AND VARIATIONS

Where a contract has been entered into as the result of a publicly invited tender process, then *Functions and General Regulation 21A* applies.

For any other contract, the contract must not be varied unless

(a) The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or

(b) The variation is a renewal or extension of the term of the contract where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this Policy.

8. SUSTAINABLE PROCUREMENT

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).

The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders will include a request for Suppliers to provide information regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

8.1 Local Economic Benefit

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region.

As much as practicable, the Shire will:

(a) consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;

(b) consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);

(c) ensure that procurement plans, and analysis is undertaken prior to develop Requests to understand local business capability and local content availability where components of goods or services may be sourced from within the District for inclusion in selection criteria;

(d) explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;

(e) avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;

(f) consider the adoption of Key Performance Indicators (KPIs) within contractual documentation that require successful Contractors to increase the number of employees from the District first; and

(g) provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

8.2 Socially Sustainable Procurement

The Shire will support the purchasing of requirements from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting will be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

8.3 Aboriginal Businesses

Functions and General Regulation 11(2)(h) provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is $250,000 or less, or worth $250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in *F&G Reg.11(2)(h)*) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including $250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds $50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

8.4 Australian Disability Enterprises

Functions and General Regulation 11(2)(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of $250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds $50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

8.5 Environmentally Sustainable Procurement

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria will be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers which:

(a) demonstrate policies and practices that have been implemented by the business as part of its operations;

(b) generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and

(c) encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

9. RECORD KEEPING

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the *State Records Act 2000* and the Shire's Record Keeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire relevant to the performance of the contract.

10. PURCHASING POLICY NON-COMPLIANCE

The Purchasing Policy is mandated under the *Local Government Act 1995* and Regulation 11A of the *Local Government (Functions and General) Regulations 1996* and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with; legislation, this Purchasing Policy or the Code of Conduct, is identified it must be reported to the Chief Executive officer or the Manager of Finance and Administration.

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation, with findings to be considered in context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

(a) an opportunity for additional training to be provided;

(b) a disciplinary matter, which may or may not be subject to reporting requirements under the *Public Sector Management Act 1994*; or

(c) where the beach is also identified as potentially serious misconduct, the matter will be reported in accordance with the *Corruption, Crime and Misconduct Act 2003*.

3.2 SELF SUPPORTING LOANS TO COMMUNITY AND SPORTING BODIES

Objective:	**To assist community organisations within the Shire of Broomehill-Tambellup by providing funds through self-supporting loans.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	17 March 2016	***Minute No.***	160308
Date of last review:	17 March 2016		
Legislative References:	*Local Government Act 1995* *Local Government (Functions and General) Regulations 1996*		
Internal References:			

POLICY STATEMENT

The Council will support community organisations within the Shire of Broomehill-Tambellup to undertake projects through providing self-supporting loans.

All applications for self-supporting loans shall provide the following detail:

(a) The works and undertakings and purpose of the loan;
(b) Plans and specifications and statutory approvals together with detailed costings;
(c) Audited financial statements for 3 years to demonstrate the ability to repay the loan, or such lesser financial documentation acceptable to Shire;
(d) Statements demonstrating the need for the loan together with reasons of inability to obtain alternative funds;
(e) Certificate of incorporation;
(f) A signed copy of the Minutes of the Association which resolves to seek the self-supporting loan;
(g) Provide any other information requested by Shire to assist with consideration of the application; and
(h) An 'Acknowledgement of Debt' to be signed and sealed between applicant and the Shire.

3.3 INVESTMENTS

Objective:	**To document and provide guidance to delegated officers for the investment of funds.**		
Date of adoption:	15 October 2015	***Minute No.***	151009
Date of amendment:			
Date of last review:			
Legislative References:	*Local Government Act 1995 – Section 6.14* *Local Government (Financial Management) Regulations 1996 – Regulation 19, 28 & 49* *Australian Accounting Standards.* *The Trustees Act 1962* – Part III Investments, as amended by the *Trustees Amendment Act 1997;* *Banking Act 1959 (Commonwealth) Section 5;* *Western Australian Treasury Corporation Act 1986*		
Internal References:	~~Shire of Broomehill-Tambellup~~ Delegation 2.2 ~~s Register Monthly Financial Statements~~		

OBJECTIVE

The Shire of Broomehill-Tambellup's (the Shire's) investment objectives will be met through the application of the Policy, which provides guidelines with respect to the investment of surplus funds by defining levels of risk considered prudent for public monies.

Surplus funds are monies held in the Municipal Fund of a local government that are not, for the time being, required by the local government for any other purpose.

To provide guidance for the investment of Shire funds, with due consideration of legislative requirements and risk at the most favourable rate of return available to the Shire at the time for the particular investment type, while ensuring that the Shire's liquidity requirements are being met.

POLICY

Investments from the Municipal, Trust, Loan and Reserve accounts are to be recorded, and kept, separate and distinct.

Funds may be invested for terms ranging from one to six months based on predicted cash flow requirements.

Authorised Institutions

Investments will only be made with an authorised institution. An 'authorised institution' is defined as:

(a) An authorised deposit taking institution as defined in the *Banking Act 1959 (Commonwealth) Section 5;*

(b) The Western Australian Treasury Corporation (WATC) established by the *Western Australian Treasury Corporation Act 1986* for a term not exceeding twelve months; or

(c) Bonds that are guaranteed by the Commonwealth Government or a State or Territory and which have a term not exceeding three months.

Authorised Investments

Without approval from the Council, investments shall be limited to:

(a) State/Commonwealth Government Bonds;

(b) Interest bearing deposits;

(c) Bank accepted/endorsed bank bills;

(d) Commercial paper; and

(e) Bank negotiable Certificate of Deposits.

Prohibited Investments

This policy prohibits any investment carried out for speculative purposes, including:

(a) Derivative based instruments;

(b) Principal only investments or securities that provide potentially or negative cash flow; and

(c) Stand-alone securities issued that have underlying futures, options, forward contracts and swaps of any kind.

The policy also prohibits the use of leveraging (borrowing to invest) of an investment.

Risk

Whilst the investments made in accordance with the *Local Government Act 1995*, the *Local Government (Financial Management) Regulations 1996* and *Part III* of the *Trustees Act 1962* are inherently low risk, when exercising the power of investment, the following principles are also to be given due consideration:

(a) The purpose of the investment and its needs together with the circumstances;

(b) The nature of and the risk associated with the different investments;

(c) The need to maintain the real value of capital and income;

(d) The risk of capital loss or income loss;

(e) The likely return and the timing of that return;

(f) The liquidity and the marketability of the proposed investment during, and at the determination of the term of, the proposed investment;

(g) The aggregate value of the investment;

(h) The likelihood of inflation affecting the value of the proposed investment;

(i) The costs (including commissions, fees, charges and duties payable) of making the proposed investment; and

(j) The ethicality and reputation risk of the investment.

~~**Delegation of Authority**~~

~~Authority for the implementation of this Policy is delegated by the Council to the Chief Executive Officer (CEO) in accordance with the *Local Government Act 1995*. The CEO may in turn delegate the day to day management of the Councils investments to the Manager Finance and Administration (Delegation 2.2).~~

Prudent Person Standard

Investments will be managed with the care, diligence and skill that a prudent person would exercise. Officers are to manage the investment portfolios to safeguard the portfolios in accordance with the intent and objectives of this Policy, and not for speculative purposes.

Reporting

A report on the investments is to be included in the Monthly Financial Statement presented to the Council. This will include the following details:

(a) Name of institution where investments are lodged;
(b) Amount of funds invested;
(c) Interest rate on each investment; and
(d) Date of maturity of each investment.

Documentary evidence will be held for each investment and details thereof maintained in the Investment Register.

3.4 RELATED PARTY DISCLOSURES

Objective:	**To outline the required procedures and mechanisms to ensure financial reporting disclosure requirements of Australian Accounting Standards Board (AASB) Standard AASB 124 are met.**		
Date of adoption:	20 July 2017	***Minute No.***	170706
Date of amendment:			
Date of last review:			
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996* *AASB 124 Related Party Disclosures*		
Internal References:	Related Party Disclosures – Declaration Form Annual Financial Report Code of Conduct for Council Members, Committee Members and Candidates		

OBJECTIVE

The purpose of this Policy is to meet the disclosure requirements of AASB 124.

The scope of AASB 124 *Related Party Disclosures* was extended in July 2015 to include application by not-for-profit entities, including local governments. The operative date for local government is 1 July 2016 with the first disclosures to be made in the financial statements for the year ended 30 June 2017. This Policy outlines required mechanisms to meet the disclosure requirements of AASB 124.

The objective of the Standard is to ensure that an entity's financial statements contain disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and transactions.

BACKGROUND

The disclosure requirements apply to the existence of relationships regardless of whether a transaction has occurred or not. For each financial year, the Shire of Broomehill-Tambellup must make an informed judgement as to who is considered to be a related party and what transactions need to be considered, when determining if disclosure is required.

The purpose of this Policy is to stipulate the information to be requested from related parties to enable an informed judgement to be made.

Identification of Related Parties

AASB 124 provides that the Shire of Broomehill-Tambellup will be required to disclose in its Annual Financial reports related party relationships, transactions and outstanding balances.

Related parties includes a person who has significant influence over the reporting entity, a member of the Key Management Personnel (KMP) of the entity, or a close family member of that person who may be expected to influence that person.

KMP are defined as persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly.

For the purposes of determining the application of the Standard, the Shire of Broomehill-Tambellup has identified the following persons as meeting the definition of *Related Party:*

(a) An elected Council member;
(b) Key management personnel being a person employed under section 5.36 of the Local Government Act 1995 in the capacity of Chief Executive Officer or Manager of the Shire;
(c) Close members of the family of any person listed above, including that persons child, spouse or domestic partner, children of a spouse or domestic partner, dependents of that person or persons spouse or domestic partner;
(d) Entities that are controlled or jointly controlled by a Council member, KMP or their close family members. (Entities include companies, trusts, joint ventures, partnerships and non-profit associations such as sporting clubs).

The Shire of Broomehill-Tambellup will therefore be required to assess all transactions made with these persons or entities.

Identification of Related Party Transactions
A related party transaction is a transfer of resources, services or obligations between the Shire of Broomehill-Tambellup and the related party, regardless of whether a price is charged.

For the purpose of determining whether a related party transaction has occurred, the following transactions or provision of services have been identified as meeting this criteria:

(a) Paying rates, fines and penalties;
(b) Paying Department of Transport registrations and licensing payments;
(c) Paying application fees for licenses, approvals and permits;
(d) Use of Shire of Broomehill-Tambellup owned and operated facilities such as civic centres, recreation centres, libraries, parks, ovals, public open space, transfer stations and landfill sites (whether a fee is charged or not);
(e) Attending Shire functions that are open to the public;
(f) Employee compensation whether it is for KMP or close family members of KMP;
(g) Lease agreements for housing rental (whether for Shire of Broomehill-Tambellup owned property or property sub-leased by the Shire of Broomehill-Tambellup through a Real Estate Agent);
(h) Monetary and non-monetary transactions between the Shire of Broomehill-Tambellup and any business or associated entity owned or controlled by the related party (including family) in exchange for goods and/or services provided by/to the Shire of Broomehill-Tambellup (trading arrangement);
(i) Sale or purchase of any property owned by the Shire of Broomehill-Tambellup to a person identified above;
(j) Sale or purchase of any property owned by a person identified above to the Shire of Broomehill-Tambellup;
(k) Loan arrangements;
(l) Contracts and agreements for construction, consultancy or services.

Some of the transactions listed above, occur on terms and conditions no different to those applying to the general public and have been provided in the course of delivering public service objectives. These transactions are those that an ordinary citizen would undertake with the Council and are referred to as an Ordinary Citizen Transaction (OCT).

Where the Shire of Broomehill-Tambellup can determine that an OCT was provided at arms length, and in similar terms and conditions to other members of the public and that the nature of the transaction is immaterial, no disclosure in the annual financial report will be required.

Disclosure Requirements
For the purposes of determining relevant transactions in point 2 above, elected Council members and key management personnel as identified above, will be required to complete a *Related Party Disclosures – Declaration* form for submission to financial services.

Ordinary Citizen Transactions
Management will put forward a draft resolution to the Council annually, declaring that in its opinion, based on the facts and circumstances, the following OCT that are provided on terms and conditions no different to those applying to the general public and which have been provided in the course of delivering public service objectives, are unlikely to influence the decisions that users of the Councils financial statements make. As such no disclosure in the *Related Party Disclosures – Declaration* form will be required.

(a) Paying rates, fines and penalties;
(b) Paying Department of Transport registrations and licensing payments;
(c) Paying application fees for licenses, approvals and permits;
(d) Use of Shire of Broomehill-Tambellup owned and operated facilities such as civic centres, recreation centres, libraries, parks, ovals, public open space, transfer stations and landfill sites (whether a fee is charged or not);
(e) Attending Shire functions that are open to the public.

Where these services were not provided at arms length and under the same terms and conditions applying to the general public, elected Council members and KMP will be required to make a declaration in the *Related Party Disclosures – Declaration* form about the nature of any discount or special terms received.

All Other Transactions
For all other transactions listed in point 2 above, elected Council members and KMP will be required to make a declaration in the *Related Party Disclosures – Declaration* form.

Frequency of Disclosures
Elected Council members and KMP will be required to complete a *Related Party Disclosures – Declaration* form annually.

Disclosures must be made by all Councillors immediately prior to any ordinary or extraordinary election.

Disclosures must be made immediately prior to the termination of employment of a KMP.

Confidentiality
All information contained in a disclosure return will be treated in confidence. Generally, related party disclosures in the annual financial reports are reported in aggregate and as such, individuals are not specifically identified. Notwithstanding, management is required to exercise judgement in determining the level of detail to be disclosed based on the nature of a transaction or collective transactions and materiality. Individuals may be specifically identified if the disclosure requirements of AASB 124 so demands.

Materiality
Management will apply professional judgement to assess the materiality of transactions disclosed by related parties and their subsequent inclusion in the financial statements.

In assessing materiality, management will consider both the size and nature of the transaction, individually and collectively.

Application
This procedure applies to all Elected Members of Council, Chief Executive Officer and Managers of the Shire.

Appendix 1 – Explanatory Notes – Related Party Disclosures

Close Family Members

Close family members include:

(a) a child, spouse or domestic partner;
(b) children of your spouse or domestic partner;
(c) dependents of you or your spouse or domestic partner;
(d) any other close family member;

who may be expected to influence, or be influenced by, your dealings with the Shire.

The following table may assist you in identifying your close family members:

Definitely a close family member	**May be a close family member**
Your spouse/domestic partner	Your brothers and sisters, if they could be expected to influence or be influenced by you in their dealings with council
Your children	Your aunts, uncles and cousins, if they could be expected to influence or be influenced by you in their dealings with council
Your dependants	Your parents and grandparents, if they could be expected to influence or be influenced by you in their dealings with council
Children of your spouse/domestic partner	Your nieces and nephews, if they could be expected to influence or be influenced by you in their dealings with council
Dependants of your spouse/domestic partner	Any other member of your family if they could be expected to influence or be influenced by you in their dealings with council

There may be relationships that a council has which are not identified in this appendix but still meet the definition of a related party.

Example: Cousin of Councillor
A Councillor for the Shire has lived in the Shire her whole life. In fact her family has been in the area for generations.

The Councillor's cousin owns and operates the local newsagent through a company ABC Pty Ltd, in which she owns 100% of the shares. The Councillor and her cousin have always been close and regularly socialise together.

From these facts it would appear that the Councillor's cousin is a close family member of the Councillor because she would be expected to influence, or be influenced by, that person in her dealings with the Shire. Both the cousin and the company she controls, ABC Pty Ltd would therefore be related parties of the Shire.

Any transactions that the Shire makes with the newsagent would need to be separately identified and may need to be disclosed.

Appendix 1 – Explanatory Notes – Related Party Disclosures
Control in Entities

What is an entity that I, or my close family member, control or jointly control?
Entities include companies, trusts, incorporated and unincorporated associations such as clubs and charities, joint ventures and partnerships.

You control an entity if you have:

a) power over the entity;
b) exposure, or rights, to variable returns from involvement with the entity; and
c) the ability to use your power over the entity to affect the amount of your returns.

To jointly control an entity there must be contractually agreed sharing of control of the entity which exists only when decisions about the relevant activities require the unanimous consent of the parties sharing control.

In some cases it will be obvious that you or a family member control or have joint control over an entity. In other cases it will be less clear.

If you are unsure whether you, or a close family member, has control or joint control of an entity then you should contact the Chief Executive Officer or Manager Finance and Assets for a confidential discussion.

Example: Clubs or other Incorporated Bodies
A Shire Councillor is the President of the local football club. The club is overseen by a Committee which comprises the President and four other Committee members. Each member has a single vote when making decisions at meetings. The Committee members are not related and do not have agreements to vote with one another. The club has over 100 members that each have a vote in electing the Committee members at the club's annual general meeting.

From these facts it would appear that the Councillor does not control or jointly control the football club so it will not be a related party of Council just because the Councillor is the president of the club.

Other Examples

Example 1: Audit Committee Member
The Shire Audit Committee comprises two Councillors and a local retired accountant, Fred. Fred has no other connection with the Council.

The Audit Committee attends to the functions as required under the *Audit Regulations*. It does not make any decisions on behalf of the Council but simply provides reports, with recommendations, for the President and Councillors to consider.

Based on the facts outlined, Fred would not be a KMP of the Council.

Appendix 1 – Explanatory Notes – Related Party Disclosures

Example 2: Son of CFO employed by the Council
The Shire has recently employed Paul's son (George) in the Councils parks and gardens area. Paul is the Councils Deputy CEO but was not involved in hiring George. This process was managed by the Director of Parks and Gardens and included an independent assessment process. Paul did not have any influence in George securing the job.

Paul has been identified as a KMP of the Council, which makes him a related party.

George will also be a related party of the Council because he is a close family member of Paul. The recruitment process that was undertaken for George's position is irrelevant when assessing whether George is a related party.

Example 3: Cousin of President (related party commonly known but omitted from declaration)
Shelley, the Shire President, forgets to include her cousin Mavis, and Mavis's company, when she completes her KMP declaration.

It is commonly known in the community that Shelley and Mavis are close and that Shelley would be expected to influence, or be influenced by, Mavis in her dealings with the Council and vice versa.

Mavis and her company are related parties of the Council, even though Shelley omitted them from her declaration.

Example 4: Example of Control
Fred is the President of the Shire of Nowhere and owns 100% of the ordinary shares in Nowhere Development Company Pty Ltd (the company). The ordinary shares are the only shares in the company that have voting rights.

Fred controls the company because he has the power to affect the company's decisions and the return that he will get from the company.

Fred will need to include the company on his related party declaration.

Example 5: Example of Joint Control

Fred is the President of the Shire of Nowhere and owns 50% of the ordinary shares in the Nowhere Development Company Pty Ltd (the company). Fred's brother Stan owns the other 50% of the ordinary shares. Fred and Stan are the only Directors of the company and have equal voting rights on the board.

Fred and Stan have joint control of the company because any decisions require the unanimous consent of them both.

Fred will need to include the company on his related party declaration.

3.5 FINANCIAL HARDSHIP - RATES

Objective:	**To ensure that the Shire of Broomehill-Tambellup offers fair, equitable, consistent and dignified support to ratepayers suffering hardship, while treating all members of the community with respect and understanding at what is a difficult time.**		
Date of adoption:	18 June 2020	***Minute No.***	200608
Date of amendment:		***Minute No.***	
Date of last review:			
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996*		
Internal References:	Application for Financial Hardship form		

PURPOSE
To provide consistent methodology and outline the principles applied for determining financial hardship.

The Shire will advise ratepayers and community groups at the time their account falls into arrears, of the terms of this policy and encourage eligible persons to apply for hardship consideration.

POLICY SCOPE
This Policy is intended to apply to all ratepayers and community groups experiencing financial hardship regardless of their status, be they a property owner, tenant, business owner, lessee etc. and is applicable to all rates and charges levied.

PRINCIPLES
Overarching Principle
Overdue rates must be paid nonetheless fair, reasonable and flexible approaches to payment are beneficial. All ratepayers have a responsibility to pay overdue rates. This policy in no way overrides, detracts from or diminishes the responsibility of ratepayers to pay overdue rates, consistent with the *Local Government Act 1995*.

Research demonstrates that a fair, reasonable and flexible approach leads to better repayment outcomes and fewer resources expended in the collection of payments. Greater efficiency and predictability in the collection of rates thereby assists the Shire to plan and fund service delivery priorities. Furthermore, addressing overdue rate through an early intervention approach without resorting to court recovery processes minimises legal and court costs to individual ratepayers.

FINANCIAL HARDSHIP CRITERIA
While evidence of hardship will be required, the Shire recognises that not all circumstances are alike. The Shire will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations:

(a) Recent unemployment or under-employment
(b) Sickness or recovery from sickness
(c) Low income or loss of income
(d) Unanticipated circumstances such as caring for and supporting extended family

Ratepayers and community groups will be encouraged to provide any information about their individual circumstances that may be relevant for assessment. This may include demonstrating a capacity to make some payment and where possible, entering into a payment arrangement.

APPLICATION PROCESS

Each person wishing to make application under this Policy will be required to complete the application form that forms an appendix to this Policy.

The Shires Chief Executive Officer and Manager Finance and Administration will assess each application on a case by case basis. All circumstances will be considered and the principles of fairness, integrity and confidentiality will be applied in all instances, whilst complying our statutory responsibilities.

PAYMENT ARRANGEMENTS

Payment arrangements facilitated in accordance with Section 6.49 of the *Local Government Act 1995* are of an agreed frequency and amount. These arrangements will consider the following:

(a) If a ratepayer has made genuine effort to meet rate and service charge obligations in the past;
(b) If the payment arrangement will establish a known end date that is realistic and achievable.

Ratepayers and community groups will be responsible for informing the Shire of any change in circumstance that may jeopardise the agreed payment schedule.

DEFERMENT OF RATES

Deferment of rates may apply for ratepayers who have a Pensioner Card, State Concession Card or Seniors Card and Commonwealth Seniors Health Care Card registered on their property. The deferred rates balance:

(a) remains as a debt on the property until paid;
(b) becomes payable in full upon the passing of the pensioner or if the property is sold or if the pensioner ceases to reside in the property;
(c) may be paid at any time, BUT the concession will not apply when the rates debt is subsequently paid (deferral forfeits the right to any concession entitlement); and
(d) does not incur penalty interest charges.

DEBT RECOVERY

The Shire will suspend its debt recovery processes whilst negotiating a suitable payment arrangement with a debtor, and whilst the agreed payment arrangement is adhered to.

Where ratepayers or community groups are unable to make payments in accordance with the agreed payment arrangement, an alternative payment arrangement will be considered and if agreed upon, the Shire will continue to suspend all debt recovery processes.

Where ratepayers or community groups do not reasonably adhere to the agreed payment arrangement, the Shire will offer one further opportunity to enter into a payment arrangement that will clear the debt by the end of the financial year that the debt is relevant to.

Rates and service charge debts that remain outstanding at the beginning of the following financial year will be subject to the rates debt recovery procedures prescribed in the *Local Government Act 1995.*

If no contact is made by the ratepayer or community group in relation to the outstanding debt then normal debt recovery procedures will apply.

COMMUNICATION AND CONFIDENTIALITY

The Shire will maintain confidential communications at all times and undertake to communicate with a nominated support person or other third party at the ratepayers request.

The Shire will advise ratepayers and community groups of this policy and its application, when communicating with a ratepayer or community group that has an outstanding rates or service charge debt.

PROCEDURE ASSOCIATED WITH THIS POLICY

Application for Financial Hardship form.

ROLES AND RESPONSIBILITIES

Chief Executive Officer

(a) Consider applications for financial hardship in accordance with this policy.

Manager Finance and Administration

(a) Consider applications for financial hardship in accordance with this policy.

APPLICATION FOR FINANCIAL HARDSHIP ASSESSMENT

The Shire of Broomehill-Tambellup recognises that some members of our community will experience financial hardship from time to time. The Council has adopted a financial hardship policy which means that for those who are experiencing difficulties, the Council has agreed on some measures to assist in the payment of rates and service charges.

Please complete this application in full.

Shire of Broomehill-Tambellup Policy 3.5 – Financial Hardship is applicable to this assessment.

Applicants Details

Full Name/s: _____

Applicants mailing address:_____

Applicants phone number: _____

Applicants email address: _____

Is this application being lodged on behalf of a Corporate / Community Organisation / Group / Club / Business?

YES / NO

If yes, what is the name of the Corporate / Community Organisation / Group / Club / Business?

_____

Financial Hardship Details
Property addresses this application applies to:

1. _____
2. _____
3. _____
4. _____
5. _____

I am seeking financial hardship assistance for the following:

- ☐ Property Rates
- ☐ Property Lease
- ☐ Rent of Council premises
- ☐ Community Association Loan
- ☐ Other

If you have chosen 'Other' please provide specific information on what assistance is being sought:

_____

_____

_____

_____

_____

Which of the following are you in relation to the properties in this application?
(please note if you rent a property from a private owner, please contact them directly)

- ☐ I am the property owner
- ☐ I am the lessee of a Shire of Broomehill-Tambellup property
- ☐ Other (please specify)_____

Please confirm under which capacity you are seeking financial hardship assistance:

- ☐ Recent unemployment or under employment
- ☐ Sickness or recovery from sickness associated with Covid-19 or other declared public health emergency or pandemic
- ☐ Other sickness or recovery from other sickness
- ☐ Low income or loss of income
- ☐ Unanticipated circumstances (ie caring for a family member)
- ☐ Other circumstances

Please provide additional information to substantiate your claim. Attach separate evidence if applicable.

_____

_____

_____

_____

_____

_____

Please either email, post or hand deliver this completed application form together with evidence to substantiate your claim to:

mail@shirebt.wa.gov.au

or

Shire of Broomehill-Tambellup
46-48 Norrish Street
TAMBELLUP WA 6320

Acknowledgement

I declare that the information I have provided in this application is correct and I am the authorised person by all owners or lessees of the organisation/body/group/club/business to lodge this application. I understand that should these statements and answers be untrue that the Shire of Broomehill-Tambellup reserves the right to retrospectively revoke all waivers, discounts and assistance provided.

Signature of Applicant: _____

Date: _____

Privacy

All personal information collected on this form will only be used by the Shire of Broomehill-Tambellup for the sole purpose of providing requested and related services. Information will be stored securely by the Shire and will not be disclosed to any third parties without your express written consent.

PART 4 ~~–~~ ~~ENGINEERING~~ WORKS

4.1 ROAD CONSTRUCTION AND MINIMUM STANDARDS

Objective:	**To assist in achieving a uniformity of road conditions and serve as a guideline to staff when developing works programmes.**		
Date of adoption:	13th October 2008	***Minute No.***	081008
Date of amendment:	20 May 2021	***Minute No.***	210509
Date of last review:	20 May 2021		
Legislative References:	*Local Government Act 1995* *Environmental Protection Act 1986* *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*		
Internal References:	Shire of Broomehill-Tambellup Functional Road Hierarchy Management Practice 5.1 – Laying water pipes under roads Management Practice 5.2 – Culverts crossings and entrances Management Practice 5.4 – Footpath construction width Management Practice 5.7 - Requests to deepen, upgrade or install culverts		

ROAD CONSTRUCTION

The primary objectives are to:

a) Provide a safe, efficient and effective road system for the Shire;

b) Facilitate the upgrading of existing roads to standardised widths, alignments and standards of construction;

c) Provide sufficient road reserve width to accommodate all required public utilities required now and into the future as part of a Road Construction; and

d) Provide a rational and consistent basis for the construction of roads and any financial contributions required for such construction.

The Shire of Broomehill-Tambellup Functional Road Hierarchy consists of 5 category types,

(a) Local Distributor of Regional Significance.

(b) Local Distributor

(c) Access 1

(d) Access 2

(e) Town Streets

Local Distributer of Regional Significance

Minimum 10 metre gravel formation with a minimum 7.0 metre wide sealed running surface and 1.5 m shoulders within a minimum 20 metre wide road reserve.

Local Distributer

Minimum 10 metre gravel formation with a minimum 7.0 metre wide running surface and 1.5 m shoulders within a minimum 20 metre wide road reserve.

Access 1
Minimum 8 metre gravel formation with a minimum 7.0 metre wide paved running surface and 0.5 m shoulders within a minimum 20 metre wide road reserve.

Access 2
Minimum 6 metre formed road within a 20 metre wide road reserve.

Town Streets
These are defined in the Liveable Neighbourhoods Guide as Access Streets and Laneway/Service Lane.

Town Access Streets
Pavements shall be sealed with a minimum width of 7.2 metres between kerbs within a minimum 20 metre wide road reserve. The diameter between kerbs for a cul-de-sac shall be a minimum of 18.0 metres. ('T' turning heads are not acceptable) Concrete/asphalt footpath on at least one side of the road shall connect to existing footpaths.

Industrial, Commercial and Thoroughfares
Pavements shall be subject to a minimum seal width of 7.2 metres between kerbs within a minimum 20 metre wide road reserve. Unsealed gravel footpath on sides of the road to connect to existing footpaths where possible.

Rural Residential
Pavements shall be subject to a minimum width of 7.2 metres within a minimum 20 metre wide road reserve. Unsealed gravel footpath to one side of the road to connect to existing footpaths where possible.

The Shire of Broomehill-Tambellup recognizes the Main Roads Standards 501 Pavements Specifications for road construction.

OTHER DESIGN STANDARDS
Pavement Thickness
Gravel Road

(a) The standard subgrade thickness shall be a minimum of 150mm (compacted).
(b) The standard gravel pavement thickness shall be a minimum of 150mm (compacted).

a. Sealed Road

(c) The standard subgrade thickness shall be a minimum of 150mm (compacted).
(d) The standard gravel pavement thickness shall be a minimum of 200mm (compacted).

Working Layer – Minimum thickness
The thickness of any working layer shall be no less than 150mm (compacted).

Crossfall
Sufficient crossfall should be provided to allow easy run-off of water from the surface to prevent potholes from developing. If too great a crossfall is applied, the surface material will be prone to scouring and erosion. For dual carriageway, two way crossfalls should meet with a crown. This will assist in preventing the development of potholes in the road centre. For single lane carriageways, it may be best to have single crossfall for ease of grading during regular maintenance.

Generally,

(a) for unsealed roads, a crossfall of 4 - 5% shall apply,

(b) for sealed roads, a crossfall of 3-4% shall apply,

(c) for shoulders on straights, the crossfall of road shoulders may be up to 2% steeper than the crossfall of the traffic lane it flanks, and

(d) for shoulders on curves with superelevated pavements, both shoulders can be superelevated to crossfalls not less than the pavement crossfalls.

Widths - Unsealed Shoulders on Sealed Roads

The purpose of shoulders is to:

- give lateral support to the pavement,
- carry surface water away from the pavement,
- give extra width for traffic to stop or stand for emergency use,
- allow overtaking or passing movements, particularly on single lane pavements, and
- create a sense of open space, and therefore increase the effective use of traffic lanes.

Shoulder widths on future sealed roads should ideally be 1.5m on each side, although this can be reduced to 1.0m on dual lane minor roads. This recommended standard will be applied to existing roads as part of a future upgrade/reconstruction to that road.

DRAINAGE WORKS

Table Drains

Table drains should be a minimum of 300m below the gravel pavement layer.
Drains should be free of all vegetation and obstructions, to allow for free drainage and improved sight distances.

Culverts

Culvert bedding should comprise of cement stabilised gravel or sand (40kg of cement per cubic metre of loose gravel) in a minimum thickness of 150mm (compacted).

Culvert backfill should comprise of cement stabilised gravel in a maximum working thickness of 150mm (compacted).

For sealed roads, the cement stabilised gravel should be constructed up to the finished level and the seal coat applied.

For unsealed roads, the cement stabilised backfill should be constructed to 150mm below the finished road level.

Box Culvert Cases

All new and/or replaced box culverts are to have a continuous concrete slab base.

Headwalls

All culverts, headwalls shall be constructed of concrete or grouted stone pitched headwalls comprising of wingwalls, aprons and cut off walls.
For culverts greater than 750mm diameter or height, the headwalls shall be steel reinforced.

Batters
In shallow cuttings - up to 3m depth, cut batters are usually flattened for improved appearance beyond that required for stability purposes.
Batters should be no steeper than 3 to 1.

Slope Benches
On high batters, exceeding 10m vertical height, or where batters are constructed of unstable material, consideration should be given to the provision of benches.

Benches are beneficial for:

- eliminating the need to flatten the batter slope in the interests of stability,
- reducing scour on the batter face,
- minimising the possibility of rock falling onto the pavement,
- improving the appearance of the cutting,

Road Upgrading
The Shire may request contributions from developers to upgrade existing roads as a condition of approval of adjoining applications.

ROAD CONSTRUCTION SPECIFICATION
If the proposed subdivision or development is located on an unsealed road, the Council may determine that the developer shall contribute towards road construction or upgrade to connect the development to the nearest sealed road the upgrade may include services and drainage.

PROVISION OF SUBDIVISIONAL ROADS AND ASSOCIATED CIVIL WORKS

1. Preliminary

1.1. It is the responsibility of subdividers who have received conditional approval which includes the provision of roads and associated civil works to deliver to the Council's Chief Executive Officer (CEO) full drawings designs and information which would enable the CEO to make a decision on approving this work.

1.2. A Consulting Engineer or qualified practicing Civil Engineer or person with relevant experience or qualification approved by the CEO, must be engaged to prepare detailed design drawings and specifications sufficient to show exact details of materials, locations (both horizontal and vertical) and construction methods of all physical features such as, but not limited to, roads, drainage, sewage, earthworks, landscaping, signage (regulatory and directional), guideposts and all necessary works.

1.3. Plans need to be submitted to the CEO for approval following amendment and revision (if required).

1.4. If the subdivider does not accept the Council's requirements the subdivider may appeal to the Minister for Planning and Infrastructure within 30 days. The State Administrative Appeals Tribunal is the sole arbiter on the matter as per the Local Government Miscellaneous Provisions Act, Clause 2.95.

1.5. When an approved plan is available the subdivider may call tenders or engage a contractor of their choice.

1.6. A bond to the value of 7.5% of the total cost of the work shall be paid to the Council to cover any defects which may arise in the first 12 months after clearance of the relevant Planning Commission condition(s) relating to roads and/or drainage, landscaping or any

other details included within the Council or CEO approved plans or specifications. The bond may take the form of a payment to the Council or alternatively an irrevocable Bank Guarantee. Unused portions of the bond are refundable.

1.7. It is the subdividers responsibility to ensure that the contractor engaged has the capacity to fully complete the work in accordance with the approved plans and to the applied standards.

1.8. If day to day site supervision is to be provided by the Consulting Engineer or Site Supervisor, the subdivider must pay to the Council an amount of 1½% of the total cost of construction as estimated by the Council, to cover the costs incurred by the Council through activities such as officer attendance at site meetings/inspections etc. If day to day site supervision is not provided by the Consulting engineer or Site Supervisor then the amount required is 3%.

1.9. Public access to all or part of the roads as applicable within the subdivision will not be allowed until a certificate of completion from the Consulting Engineer is given and accepted by the CEO.

1.10. Clearance of the subdivision by the CEO shall be granted at such time as the subdivisional civil works are fully completed, all other relevant conditions set by the Planning Commission are satisfied, supervision fee (1.5% or 3%) paid, and the 7.5% retention bond is in place as per clause (e) above.

Clearance may also be granted to an uncompleted subdivision whereby bonds will be negotiated to cover the cost of the incomplete works or relevant conditions. This will be decided, at the discretion of the CEO, on a case by case basis however generally bonds will only be permitted where the majority of the work or the majority of the relevant conditions set by the Planning Commission have been satisfied.

Bonds will be held until such time as the outstanding issues are completed to the satisfaction of the CEO. The amount of the bond will be determined based on the value of the work subject to the bond plus 20%.

2. CONTRIBUTIONS TO UPGRADING ADJOINING AND FEEDER ROADS

2.1. Subdivisions which increase the volume of traffic on the Councils controlled roads may attract a contribution from the subdivider for the upgrading of the Council road.

2.2. In instances where a subdivision attracts a road upgrading condition, the CEO shall specify and justify the work in the response to the Planning Commission. Depending upon the size and scale of the proposed subdivision the CEO is to either stipulate the specific road upgrading requirements (eg; upgrade 'x' road to 6m seal from intersection with 'y' road to entrance of proposed internal access road of subdivision) or a financial contribution towards the future upgrading of the subject road. In some instances the size of the subdivision will generate such a significant increase in traffic volume on an existing road that a total (100%) contribution towards the upgrading of the road will be required. This is to allow appeal by the subdivider through the normal appeal process.

2.3. All financial contributions received from subdividers not expended in the same year as receipt are to be placed in reserve and quarantined for use on the nominated road

3. OUTLINE SPECIFICATION FOR BITUMEN CONSTRUCTION

3.1. General

All work should be carried out to the complete satisfaction of the Shire of Broomehill-Tambellup and in accordance with best accepted engineering practice. As a guide, developers should refer to the text 'Local Government Guidelines for Subdivisional Development' published by the Institute of Public Works Engineering Australia (WA Division), ISBN 0-646-36284-4.

3.2. Design

A preliminary design for the work must be prepared by a qualified practicing Civil Engineer or suitably qualified or experienced person as approved by the CEO. The design should show longitudinal plans and cross sections of the proposed road(s), general specifications, levels, drainage, nature of soil and other such information to enable the CEO to make a decision on approving the work. It is important that subdividers establish road standards with the Shire before commencing design.

3.3. Design Drawings

Design drawings and specifications should be to the extent and in accordance with that recommended at Section 3 of the text 'Local Government Guidelines for Subdivisional Development'. However, as a minimum design drawings shall include plans and longitudinal sections generally at the scale of 1 in 1000. Levels should be reduced to AHD where possible.

3.4. Cross sections shall be included for all roads.

The design shall be forwarded to the CEO for approval in two hard copies containing minimum drawing size A1 unless specifically approved. The design will be reviewed after which either approval or changes will be suggested. Any changes or amendments will need to be reflected in revised drawings prior to approval being issued.

All geometric design will be based on a minimum Design Speed of 80km/h unless ground conditions make this impossible. Where this occurs the standard reached shall be clearly indicated and provision for appropriate road signs included in the contract.

3.5. Drainage

Drainage detail should be specific and include constructional detail of all structures being utilised.

Storm water should be discharged as soon as possible onto the land surface or to a natural water course. Where grades exceed 6% or where sub-grade material is particularly subject to erosion, stormwater shall not be carried in unlined water-tables or open drains unless specific approval is given by the CEO. All storm water drainage is to be designed in accordance with Australian Rainfall and Runoff 1997 and the relevant Austroads Guides.

Flow widths along kerb lines are not to exceed 2.0m from the face of kerb and water velocity is not to exceed the scour velocity of the road and kerb surface.

All drainage discharge points shall be protected against erosion approved by the CEO.

All drainage lines shall be of a standard recommended by the concrete pipe association (or equivalent design code for other types of pipe such as PVC or polypropylene) for the proposed installation situation. Pipes are to be laid in straight lines between structures, true to grade and line. At all structures, pipes, etc., shall be connected with cement mortar

or as specified by the manufacturer to ensure water-tightness and exclusion of ground water, unless otherwise approved in the design.

3.6. Earthworks & Formation

Subgrade

Roads shall be formed and compacted true to location, level and graded as shown on the design drawings.

All fill areas shall be compacted from the bottom up, with the base dimensions calculated to comply with acceptable angles of repose.

All material used in fills must be capable of compaction as per Main Roads Western Australia specifications.

The CEO reserves the right to require compaction testing as per Main Roads Western Australia specifications at the contractors or subdivider's cost.

3.7. Pavement Design

Road base material shall be laterite gravel (or other approved material) taken from a pit approved by the CEO.

Laboratory tests may be required on representative samples at the contractors or subdivider's expense.

The pavement design shall be carried out as per Main Roads Western Australia specifications.

Details submitted in the design shall include the materials and the pavement structure being proposed. Road base depth shall be not less than 200mm compacted unless approved by the Shire or justified by laboratory test results on the sub-grade and base material.

3.8. Surface Treatment

The Consulting Engineer shall submit a seal design to the CEO giving full details of the proposed seal treatment(s).

Seals shall conform to Main Roads Western Australia specifications.

No seal shall be applied prior to the seal design being approved by the CEO. The approval process will include an inspection of the base course.

4. OUTLINE SPECIFICATION FOR UNSEALED (GRAVEL) CONSTRUCTION

4.1. General

All work should be carried out to the complete satisfaction of the Shire of Broomehill-Tambellup and in accordance with best accepted engineering practice. As a guide, developers should refer to the texts 'Local Government Guidelines for Subdivisional Development' published by the Institute of Public Works Engineering Australia (WA Division), ISBN 0-646-36284-4 and ARRB's 'Unsealed Road Manual – Guidelines for Good Practice'.

4.2. Design

A preliminary design for the work must be prepared by a qualified practicing Civil Engineer or suitably qualified or experienced person as approved by the CEO. The design should show longitudinal plans and cross sections of the proposed road(s), general specifications,

levels, drainage, nature of soil and other such information to enable the CEO to make a decision on approving the work.

It is important that subdividers establish road standards with the Shire before commencing design.

4.3. Design Drawings

Design drawings and specifications should be to the extent and in accordance with that recommended at Section 3 of the text 'Local Government Guidelines for Subdivisional Development'. However, as a minimum design drawings shall include plans and longitudinal sections generally at the scale of 1 in 1000. Levels should be reduced to AHD where possible. The design shall be forwarded to the CEO for approval in two hard copies minimum drawing size A1 unless specifically approved. The design will be reviewed after which either approval or changes will be suggested. Any changes or amendments will need to be reflected in revised drawings prior to approval being issued.

All geometric design is to be based on a minimum Design Speed of 80km/h unless ground conditions make this impossible. Where this occurs the standard reached shall be clearly indicated and provision for appropriate road signs included in the contract.

4.4. Drainage

Generally drainage on gravel roads will consist of open drains with culverts with headwall structures installed transversely beneath the road surface.

Drainage detail should be specific and include constructional detail of all structures being utilised.

Storm water should be discharged as soon as possible onto the land surface or to a natural water course.

Where grades exceed 6% or where sub-grade material is particularly subject to erosion, stormwater shall not be carried in unlined water-tables or open drains unless specific approval is given by the CEO. All storm water drainage is to be designed in accordance with Australian Rainfall and Runoff ~~1997~~2019 and the relevant Austroads Guides.

All drainage discharge points shall be protected against erosion in a manner approved by the CEO. All drainage lines shall be of a standard recommended by the concrete pipe association (or equivalent design code for other types of pipe such as PVC or polypropylene) for the proposed installation situation.

Pipes are to be laid in straight lines between structures, true to grade and line. At all structures, pipes, etc., shall be connected with cement mortar or as specified by the manufacturer to ensure water-tightness and exclusion of ground water, unless otherwise approved in the design.

4.5. Earthworks & Formation

Subgrade Roads shall be formed and compacted true to location, level and grade as shown on the design drawings.

All fill areas shall be compacted from the bottom up, with the base dimensions calculated to comply with acceptable angles of repose.

All material used in fills must be capable of compaction as per Main Roads Western Australia specifications. The CEO reserves the right to require compaction testing as per Main Roads Western Australia specifications at the contractors or subdivider's cost.

4.6. Pavement Design

Road base material shall be laterite gravel (or other Shire approved material) taken from a pit approved by the Shire. Laboratory tests may be required on representative samples at the contractors or subdivider's expense.

The pavement design shall be carried out as per Main Roads Western Australia specifications.

Details submitted in the design shall include the materials and the pavement structure being proposed.

Crossfalls shall not be less than 4%. Road base depth shall be not less than 200mm compacted unless approved by the Shire or justified by laboratory test results on the sub-grade and base material.

4.7. Surface Treatment

The surface shall be water bound, compacted and shaped as per the design to give a smooth and solid running course with a minimum of loose material.

5. SUBDIVISIONAL ROAD REQUIREMENTS

5.1. Internal Roads (Access Roads)

The full cost of all internal roads will be at the cost of the developer. The standard of road will conform to the Council's Road Standards, and the level of construction will be as dictated by the number of lots serviced, terrain, number of spur roads, and potential traffic generated.

5.2. Servicing by Existing Roads

When subdivisional lots are permitted to be serviced by existing roads a contribution will be required to upgrade the road to an acceptable standard dictated by the number of lots and the volume of potential additional traffic.

5.3. Feeder Road Upgrading (District Distributor B Roads)

Where subdivisional roads connect to an existing Shire feeder road which is of a standard inadequate for the potential traffic after the subdivision is fully developed, a contribution sufficient to raise that standard to an acceptable level will be required after taking into consideration future contributions from other adjacent subdividable land. NOTE: A feeder road standard not less than that required for the internal road provided for the subdivision will be required.

5.4. Major Feeder Road Connection (Primary Distributor, District Distributor A or Regional Distributor Roads)

Where subdivisional roads connect to an existing major feeder road (eg. highway or secondary road) already adequate in standard, a contribution will be required for any traffic controlling treatments, containing drainage, entry treatments, and dealing with specific safety problems such as visibility, signage etc. Where the feeder road is a highway or secondary road under the control of Main Roads Western Australia approval from Main Roads Western Australia is required prior to submission of design drawings to the Shire.

5.5. Connecting Road Presently Not Existing

Where a subdivision is created which will require connection to a feeder road or highway and no formed road exists then the full cost of this connecting road to a standard dictated by the number of created lots and potential volume of traffic generated will be required.

5.6. Additional or Connecting Roads

Where contributions have been assessed in accordance with this Policy, the Council reserves the right to fully utilise the contribution on the section of adjoining or connecting road with the greatest priority.

5.7. Road Standards

5.7.1. Minimum Gravel Track - Farm gate situation servicing 1 - 4 rural properties. A formed road sheeted with suitable pavement material where required - minimum width 6.0 metres.

5.7.2. Standard Gravel Road - Typical rural road servicing 5 - 10 rural properties. Formed road with a gravel pavement minimum width 8.0 metres.

5.7.3. Bitumen - 6 metre - Acceptable for short internal spur road only when servicing maximum 5 lots.

5.7.4. Bitumen - 6 metre without Kerbs - Minimum main internal road for Special Rural subdivision. Kerbing required for drainage, traffic control and entry only.

5.7.5. Bitumen - 6 metre with Kerbs - Minimum Residential standard. Minimum standard for Special Residential.

5.7.6. Bitumen - 7.4 metre without Kerbs - Main internal Special Rural/Residential road if planned to be extended as a feeder road. Kerbing required for drainage, traffic control and entry only.

5.7.7. Bitumen - 7.4 metre with Kerbs - Main internal distributor in a large Special Rural/Residential subdivision. Residential distributor road.

6. CROSSOVERS

6.1. Under Schedule 9.1, Clause 7 (3) of the Local Government Act 1995, regulations may authorise a local government to require a person to make or repair a crossing from public thoroughfare to: a) private land that the person owns or occupies, or b) a private thoroughfare servicing private land that the person owns or occupies, and if the person fails to do so, to do so itself and recover 50% of the cost as a debt due from the person.

6.2. The Council wishes to encourage land owners to install vehicle crossovers in a timely manner. To encourage the installation of crossings by landowners, the Council will offer a subsidy towards the cost. Payment of up to half of the cost for a standard 4.0 metres urban and 6 metres wide rural crossing from the road surface to the front boundary of the property. Council's contribution shall not exceed the maximum of $1,000 reimbursement.

6.3. The Manager of Works will inspect and prepare a standard specification which shall be the basis for calculation of a subsidy payment. The Manager of Works shall approve the specification for the different circumstances within the shire and each crossing must be constructed in accordance with Shire's specifications, the remaining cost shall be payable by the property owner.

6.4. Maintenance and upkeep of the crossing to a safe and useable standard is the responsibility of that property owner.

7. FOOTPATHS

The Council recognises the importance of footpaths and dual use paths. There is greater demand than funds available to meet all proposals for footpath and dual use path provision. This policy is to establish how priority will be allocated and standards established.

- Footpaths and dual use paths will be constructed in accordance with the priorities established in the Shire of Broomehill Tambellup footpath plan.
- Paths are to be constructed to the Austroads Standards Part 6A: Pedestrian and Cyclist Paths

8. VERGE CLEARING

8.1. Relevant Legislation

The Environmental Protection Act 1986 and Environmental Protection (Clearing of Native Vegetation) Regulations 2004 govern the activities that will impact on native vegetation. This legislation is relevant to the Shire, setting limitations for road infrastructure works, and landowners who wish to undertake work in road reserves.

8.2. Designated Maintenance Corridor

The Environmental Protection legislation, in particular Regulation 5, Item 22 Clearing for maintenance in existing transport corridors (Environmental Protection [Clearing of Native Vegetation] Regulations 2004) provides that local government can carry out activities to maintain and protect the integrity of road infrastructure within the designated maintenance corridor.

8.3. Road Construction Operations

Where necessary, the Shire will make application for the appropriate clearing permits from the Department of Environment Regulation (DER) prior to undertaking any road construction. Conditions of the permit will be complied with including special considerations for declared rare flora and/or fauna if any has been identified as present in the maintenance corridor.

Rural road widening is to be carried out according to the requirements of the Council but will take into consideration the preservation of roadside vegetation wherever possible by clearing only one side of the road.

Clearing vegetation in narrow road reserves during times of road construction or road improvements, the shire may seek approval from the land holder to remove an existing fence to clear all vegetation from within the road reserve and erect a new fence to an agreed standard by both parties.

Any tree remaining within the road reserve but outside the limits of clearing which upon assessment is considered unsafe and likely to fall upon the roadway may be cleared and disposed of.

8.4. Road Maintenance Operations

The Shire's road maintenance program includes grading, slashing, herbicide application, pruning, drain cleaning, drainage improvements, bitumen resealing, bitumen shoulder grading and gravel re-sheeting.

Road maintenance activities will be contained within the Maintenance Corridor, which comprises the running surface, shoulder, table drain and batter to the tip of the back slop.

When major weed control works are to be undertaken, including areas outside the Maintenance Corridor, consultation may occur with the Department of Parks and Wildlife, DER and local catchment management groups.

As part of the Shire's annual road program, unsealed shoulders subject to significant traffic will require periodic grading and gravel re-sheeting. During this process all grasses and vegetation will be removed and disposed of prior to operation.

Some maintenance grading requires occasional clearing of vegetation to accommodate the machine and ensure road safety, however, where possible this will be minimised.

Drains can be mechanically cleared and maintained with a grader, or slashed if covered with grass. Drains inaccessible to mechanical equipment may require maintenance with hand tools or approved herbicides. In the cases where these practices will not provide for an acceptable level of drainage the use of excavation equipment may be used.

Requests received from members of the public relating to exclusion of a road reserve/section of road reserve adjacent to their property from the spraying program, should be forwarded in writing to the Chief Executive Officer for consideration to be placed on the 'Do Not Spray' register.

8.5. Removal of Dangerous Vegetation

Occasionally it is necessary to remove a dangerous tree/vegetation that pose/s an imminent threat to public safety, such as impeding sight along the roadway or a tree that has been subject to storm damage and is threatening to fall over a fenceline or a roadway. Following inspection by a Shire Officer, any tree removal will be in accordance with Environmental Protection (Clearing of Native Vegetation) Regulations.

8.6. Services and Utilities

Alignment of services is to be encouraged to minimise impact on roadside vegetation where possible.

Under the Utility Providers Code of Practice for Western Australia, utility providers are to liaise with the Shire of Broomehill-Tambellup regarding the positioning of services and the reinstatement and rehabilitation of disturbed areas.

All materials are to be removed from the road verge, by the utility providers, on the completion of works. The trenches, if relevant, are to be backfilled, adequately compacted and trimmed.

Water Pipes under Roads

Applications from landowners to lay water pipes under roads that are in the control of the Shire of Broomehill-Tambellup shall be in writing and include a location sketch.

The Chief Executive Officer has delegated authority to grant approval. The approval is to be confirmed in writing and will include the following conditions:-

(a) Installation of pipes under the road will be done by the Councils Works staff with costs to be met by the landowner

(b) If the pipe is to go through a culvert it must include provisions for the pipe to be moved from time to time to allow for the Councils maintenance of the road and culvert

(c) The pipe to be maintained in good order by the landowner to prevent any adverse impact on the road.

(d) Markers to be placed adjacent to each side of the roadway stating 'Water Pipe Line'. These signs to be permanently maintained by landowner

(e) Native Vegetation Act will require landowners to enquire to the Council whether placement of pipe will be in a significant site zone.

8.7. Unauthorised Clearing and/or Activities Within Rural Road Reserves

Clearing of a rural road verge or unmade road reserve without the relevant permits is prohibited.

Penalties may also apply in accordance with the Environmental Protection legislation. No works shall be undertaken in rural road reserves without written approval from the Shire of Broomehill-Tambellup. This includes planting (including native species), drainage work, fencing, spraying, burning off, clearing vegetation or seed collection.

No material (eg firewood) is to be removed from road reserves other than by the Shire as part of its works program.

8.8. Maintenance Area

If approved, landowners may only work on the areas of road verge which fall outside the Maintenance Corridor. This is the portion of the verge from the tip of the back slope to the property boundary/fenceline. The Council will take all care not to damage any portion of the rural road reserve from the back slope to the fenceline, however, landowners will also acknowledge that the Council does not accept any responsibility for any loss or damage to vegetation or areas of the road reserve that may occur due to road maintenance or construction activities.

8.9. Fenceline Clearing or removal of trees over fencelines/boundaries

Landowners wishing to remove vegetation from road verges that has impacted on their property or boundary fenceline, or seeking permission to clear an area of the road verge for a boundary fenceline, should apply in writing to the Shire for permission to do so.

4.2 ADVERTISING AND PORTABLE DIRECTIONAL SIGNS

Objective:	**To provide guidelines for persons applying to install signs under Part 3 of the Shire's Activities on Thoroughfares and Public Places and Trading Local Law 2020**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	20 May 2021	***Minute No.***	210509
Date of last review:	20 May 2021		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup Activities on Thoroughfares and Public Places and Trading Local Law 2020 Shire of Broomehill-Tambellup Activities on Thoroughfares and Public Places and Trading Amendment Local Law 2022		

POLICY STATEMENT

This policy supports the Shire's Activities on Thoroughfares and Public Places and Trading Local Law 2020 and if a conflicts exits between this Policy and the Local Law, the Local Law prevails.

General

(a) This policy provides information to the public on Shires requirements for the provision of directional signs on the Shire controlled road verges for private businesses, public facilities such as sports grounds plus Government offices and institutions.

(b) The policy attempts to balance the need to keep to a minimum unnecessary signs which create aesthetic problems particularly in townsites, while still allowing for the necessary directions to be given to the travelling public.

(c) It is acknowledged that a number of directional signs can greatly increase the viability of local businesses. It must also be recognised that large numbers of signs at many townsite and rural intersections can reduce road safety, clutter up the landscape and greatly reduce the high quality aesthetic, natural beauty of this region.

Road Sign Standards

General – All signs to be installed on road reserves are to be on a metal plate mounted on a 50mm galvanised iron pipe section. All sign posts are to be securely concreted into the ground and positioned in the road reserve for maximum visibility but this positioning shall not interfere with machine maintenance of road site drains.

Size of Letters

Minimum sizes for road names, townsite directions, Shire facilities etc. to be 100mm on a 150mm metal plate size. Signs on highways showing the same information to be 150mm letters on a 200mm high metal plate. Sizes of lettering for commercial sign posting to be decided by the Shire for each individual case.

Colours

(a) All directional signs will be fully reflectorised with white letters or numbers.

(b) For road or street names and townsite directions the background plate colour would be white.

(c) Commercial and business signs will have a blue background while historical and tourist signs will have a brown background. Recreation facilities plus Shire controlled park land will be on a green background.

(d) The galvanised pipe up –stand to be left unpainted, in the original steel colour or powder coated in a colour determined by the Shire from time to time.

Height / Installation / Length

(a) The lowest point on any installed sign shall not be lower than 2.5m above ground level, in townsite areas.

(b) All signs on State road intersections shall be in 150mm letter signing.

(c) On rural roads, signs may be installed 2 metres above ground level where there is no chance of pedestrians normally walking under the sign and the sign is 1.0m from the area of road use or road drainage maintenance.

(d) All signs will be 1.0m long, to allow for possible future connection of several signs on one installation as a vertical stack of signs.

(e) Directional signs will only be allowed at road or street intersections, not 'mid block.'



Example of Directional Signage

Symbolic Signs

(a) Signs featuring symbols as silhouettes eg. Caravans, petrol pump, crossed knife and fork etc. are allowed as directional signs.

(b) No more than 4 such symbolic signs will be allowed in any one site, and each symbolic board will be 250mm maximum (square) on minor roads and 400mm maximum (square) on major roads, as assessed by the Shire.

Vertical 'Banks' Of Directional Signs

(a) Where a number of directional signs, pointing in the same direction, are to be erected at the one intersection, then these signs, up to a maximum of 4, will be installed as a vertical stack with the street or road name sign on top.

(b) The sign lengths for such a stack will be 1.0 metres. The signs will be attached, at each end, to a 50mm O.D. galvanised iron pipe.

Number of Signs Allowed Per Business

(a) A total amount (maximum) of 3 signs will be allowed for a single business on Shire controlled road verges. Signs on State roads controlled road verges will be included in this number. Extra signs will be at the discretion of the CEO.

(b) All other signs would be installed on Tourist Information. Maximum use should also be made by businesses of Tourist Bureaus and similar outlets for advertising and giving directions.

(c) No 'Advance Warning' signs will be allowed apart from those required for safety requirements.

(d) For this policy, single businesses shall be those having separate and different ownerships or lessees serving different business functions.

4.3 GRAVEL SUPPLIES AND REHABILITATION

Objective:	**To ensure that there is adequate supply of road building materials available for the council road works and that an effective rehabilitation program is in place.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	17 May 2012	***Minute No.***	120524
Date of last review:	20 May 2021		
Legislative References:	*Environmental Protection (Clearing of Native Vegetation) Regulations 2004*		
Internal References:			

Access to Gravel

The Council recognises that in order to access gravel it needs to pay a fair price and abide by its own policies and local laws. To this end, Council will undertake the following:

(a) approach the landowner at least four weeks prior to the time that the works are due to commence, to advise the landowner of the Shire's intention, negotiate compensation and enable the landowner to make any domestic arrangements in relation to stock, etc.

(b) All gravel pits opened on private property will be reclaimed before the plant shifts to the next programmed job, unless firm arrangements are made with the landowner for not reclaiming.

(c) If the area is required for dam catchments, all top soil shall be stock piled, or removed if suitable for road building.

(d) If required by land holder, gravel areas shall be fenced and suitable gates fitted to fenced area, at Shires expense.

(e) All care is to be taken to cause the least amount of inconvenience to the landowner as is possible.

(f) All Gravel Pits are to be rehabilitated in accordance with this Policy.

(g) The Council's preference for payment of gravel is to pay $2.20 inc GST per cubic metre for compacted gravel that is removed from private property. The cost will be charged against the particular job or jobs concerned.

(h) All transactions to be in accordance with relevant legislation and include a written agreement setting out all relevant details, including rehabilitation of the quarry/pit.

Gravel Pit Rehabilitation

The Shire recognises and accepts that gravel pit rehabilitation is necessary to avoid soil compaction, decrease surface drainage, avoid erosion and minimise visual pollution.

(a) In general, prior to opening a gravel pit, a plan for the management of the site will be prepared which will include a plan for rehabilitation and monitoring.

(b) Private operators are required to submit and abide to a gravel pit management plan, which includes a plan for rehabilitation and monitoring, before establishing a gravel pit.

(c) Wherever possible, new gravel pits will be established on cleared land, not existing bushland and will not be located on a road verge.

(d) Where necessary, the visual impacts of an operating gravel pit will be minimised through the establishment of buffers between the pit and visual vantage point/s.

(e) Where necessary, the dust and noise impacts of an operating gravel pit will be minimised through the establishment of buffers between the pit and neighbours.

(f) Throughout the life of the pit, topsoil, overburden and vegetation will be stockpiled separately ready for respreading in the rehabilitation process.

(g) If weeds have developed on the topsoil mounds these should be removed prior to respreading the topsoil.

(h) If necessary, drainage structures will be established within the pit, to ameliorate any ponding and surface erosion.

(i) Rehabilitation will be done progressively throughout the life of the gravel pit.

(j) The site will be monitored every year and for three years after closure of the pit. If rehabilitation is inadequate, appropriate measures will be taken to ensure success.

Bush Sites

Where a proposed gravel pit is located within bushland, the following will apply:

(a) Refer to the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004* and obtain the necessary clearing permits.

(b) Prior to opening a gravel pit, seed from local endemic species will be collected from the site and stored for use in the revegetation phase of rehabilitation.

(c) The general process of rehabilitation will be to first rip the floor of the pit at 1 metre intervals across the contour. Following ripping the pit needs to be shaped so that the surfaces are as smooth as possible, and the edges are battered down to blend in with the landscape. The batter slopes should be no steeper than 4H:1V. Next, the overburden, and then the topsoil should be returned to the pit. The site should then be cross-ripped at 1m intervals on the contour to encourage plant growth. Finally, the vegetation and debris should be returned to the pit.

(d) Seeds collected prior to pit establishment should be scattered on the site at the time of year suited for germination (varies with location) if establishment from respreading vegetation has been inadequate. If a store of seeds is not available, seed from local endemic species should be collected from surrounding areas.

(e) If the gravel pit is located on farm land, it will be fenced to exclude stock to help ensure adequate regeneration.

Pastured Sites

(a) Prior to establishment of the site, the landowner will be asked how they want the site rehabilitated.

(b) For sites to be rehabilitated back to pasture the general process of rehabilitation will be as follows. Firstly the floor of the pit will be ripped to a depth of at least 50cm along the contour. Following ripping the pit needs to be shaped so that the surfaces are as smooth as possible, and the edges are battered down to blend in with the landscape. Next, the overburden and then topsoil should be returned to the pit. Pasture seed will be spread.

Abandoned Gravel Pits

(a) An amount to be determined by the Council as part of the annual budget process will be budgeted each financial year for rehabilitating abandoned gravel pits until all pits are rehabilitated to a satisfactory level.

(b) The method for rehabilitation will not change from that mentioned in the section on current gravel pits.

(c) If fill is no longer available, spoil from roadworks etc. will be used. Topsoil, if no longer on site, will be carted to the area to ensure regeneration will be satisfactory.

(d) The site will be monitored every year for three years after rehabilitation works. If rehabilitation is inadequate, appropriate measures will be taken to ensure success.

4.4 CLEARING OF VEGETATION FOR ROAD CONSTRUCTION

Objective:	**To consult with landowners before clearing of verges.**
Date of adoption:	13 October 2008 ***Minute No.*** **081008**
Date of amendment:	
Date of last review:	20 May 2021
Legislative References:	*Environmental Protection (Clearing of Native Vegetation) Regulations 2004*
Internal References:	Management Practice 5.5 – Removal of material including firewood from road reserves

POLICY STATEMENT

In general, the Council prefers to preserve as much standing timber as possible, but also recognises the need to provide safe and unobstructed access on the roads. Council is committed to giving adjoining land owners an opportunity for input into any clearing of vegetation during road construction.

To achieve this, prior to the commencement of any clearing on public roads, adjoining owners shall be advised of the proposed clearing and endeavour to reach agreement to the extent of the proposed clearing prior to work commencing.

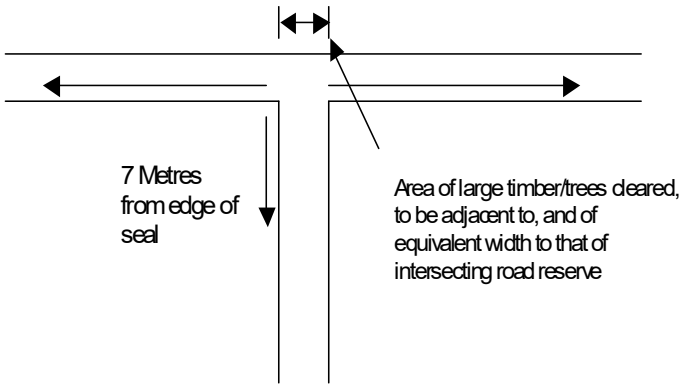
Clearing at Intersections:

(a) Vegetation interfering with vision at road intersections shall be cleared to allow for sight distance for 210 metres from a predetermined point

(b) The predetermined point is a distance of 7 metres from the edge of the seal/running surface on the through road, down the intersecting road.

(c) At 'T' junctions, all trees to be removed on the through road in the area immediately adjacent to and of equivalent width to the intersecting road.

(d) Low scrub and other small plants to remain.



4.5 STREET VERGES - DEVELOPMENT

Objective:	**To enhance the visual amenity of townsites within the Shire.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	17 May 2012	***Minute No***	120524
Date of last review:	20 May 2021		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup Activities on Thoroughfares and Public Places and Trading Local Law 2020 Shire of Broomehill-Tambellup Activities on Thoroughfares and Public Places and Trading Amendment Local Law 2022 Management Practice 5.3 – Provision of street trees		

POLICY STATEMENT

It is the policy of the Council to assist landowners within townsites in the development of street lawns and gardens by clearing, levelling, filling and providing top soil in the street verge. The work may be carried out while Shire's plant is in the vicinity, without reference to the Shire and without charge to the landowner.

This Policy is subject to the Shire's Activities on Thoroughfares and Public Places and Trading Local law 2020:

(a) Any owner or occupier of land within a townsite may plant lawn on the street verge adjoining the property, without obtaining approval from the Shire.

(b) Street lawns are to be maintained by the owner or occupier of the adjoining property. Where a street lawn has been neglected and in the opinion of the CEO, is in need of mowing to preserve the amenity of the area, the CEO is authorised to arrange for Shire employees to mow the lawn.

(c) Where land adjoining a street lawn is occupied by people who are aged or disabled, the CEO may approve employees mowing the street lawn on a case by case basis.

(d) Any person wishing to install reticulation within a street verge for watering a street lawn or for any other purpose is required to apply in writing to the CEO. The CEO is authorised to approve such applications subject to conditions as he/she sees fit.

(e) Any approval to install reticulation in a street verge is to contain a condition that the Shire will not under any circumstances be responsible for any damage caused to the reticulation whether that damage is caused by the Shire, another public authority or any other agent or individual. A further condition of approval is that the reticulation is to be located so that it will not create a hazard for pedestrians.

(f) Any person wishing to develop a street verge with anything other than lawn e.g. brick paving, bitumen, native plants etc., is required to make application, in writing, to the CEO who may make a determination on the matter or refer the matter to council for decision.

(g) It is recommended that a minimum depth of 200mm be set for the installation of reticulation in street verges.

4.6 REPLACEMENT OF PLANT AND VEHICLES

Objective:	**To maintain a modern, efficient and safe plant and vehicle fleet and ensure that Shire plant and fleet vehicles are replaced at the most cost effective intervals.**		
Date of adoption:	17 July 2014	***Minute No.***	140717
Date of amendment:	20 May 2021	***Minute No.***	210509
Date of last review:	20 May 2021		
Legislative References:			
Internal References:	Ten Year Plant Replacement Program		

The Council is committed to ensuring that it maintains a modern, efficient and safe plant and vehicle fleet that it replaces at the most cost effective intervals.

POLICY

(a) The Council shall be presented by the end of March each year, with an updated 10 year Plant Replacement draft program for Council consideration and adoption;

(b) The first year of the Plant Replacement Program shall constitute the draft programme for consideration in that year's draft budget;

(c) The annual consideration of plant and vehicle replacement shall be taken into account alongside the Shire's budgeted programmes for all assets. This shall involve consideration of new technology, processes and materials as well as ownership versus hire of machinery and programme requirements;

(d) Shire officers shall make all efforts to rationalise and minimise the funding requirements for plant and vehicle replacement while still aiming to provide the best quality, most effective fleets at the lowest whole of life cost;

(e) Shire officers shall maximise utilisation of fleet and vehicles through relocation, reallocation and consider disposal of underutilised fleet and vehicles;

(f) As a general guide the Plant Replacement Program provides for the following changeover

Graders	8 Years
Loader - Heavy	8 years
Backhoe/Loader	8 years
Skid Steer	~~5~~ 8 years
Trucks - Heavy	8 years
Trucks – Heavy Tipper	10 years
Trucks Light	5 years
Trucks - Light Tipper	3-5 years
Roller – Multi Tyred	~~8~~ 10 Years
Roller Vibrating	~~8~~ 10years
Plant Trailer	~~10~~ years
Jetpatcher	20 years

(g) For plant items that are to be procured through the tender process or WALGA Preferred Supplier Program, and a change in size of style of vehicle is being proposed, Shire officers

are to present draft specifications to Council for consideration prior to advertising or seeking quotes;

(h) Disposal of items of plant or vehicles shall be by trade-in, outright sale or auction.

4.7 USE OF SHIRE PLANT AND EQUIPMENT BY STAFF &, COMMUNITY GROUPS ~~AND ORGANISATIONS~~

Objective:	**To establish criteria and conditions for the after-hours use of Shire Plant and Equipment.**		
Date of adoption:	21 April 2016	***Minute No.***	160409
Date of amendment:	19 July 2018		
Date of last review:	20 May 2021		
Legislative References:			
Internal References:			

PURPOSE

To provide a framework for the use of Shire plant and equipment to ensure that plant and equipment is not damaged, insurance is not voided and Shire ~~employees and~~ community groups (with Shire staff in control of plant and equipment) can utilise plant and equipment ~~for personal use within reason~~. This policy will provide clear parameters for the use of the Councils plant and equipment.

SCOPE

This policy applies to all employees of the Shire of Broomehill-Tambellup. All staff shall comply with this policy.

POLICY STATEMENT

The Chief Executive Officer is authorised to permit the use of Shire of Broomehill-Tambellup plant and equipment at no cost provided the use complies with the following criteria:

(a) Consent of the Chief Executive Officer must be obtained ~~by all employees~~ in writing prior to use;

~~(a)~~(b) P~~to p~~ersonal use of any plant and equipment by Shire Staff is strictly prohibited;

~~(b)~~(c) No plant and equipment shall be used for any contract work or for any profit;

~~(c)~~(d) The use of Shire of Broomehill-Tambellup plant and equipment is not a right, and no implication is made that plant and equipment will be borrowed or loaned;

~~(d)~~(e) No plant and equipment shall be used for any purpose not directly related to ~~the Shire employees personal requirements, or for~~ a community purpose that benefits a non-profit community organisation;

~~(e)~~(f) Any application for personal (community) use of Shire plant and equipment must specify the plant or equipment required, purpose, operator and duration of use;

~~(f) Shire plant and equipment shall only be used for the private purposes of a staff member or for a local community or sporting body purpose for a public purpose;~~

(g) Shire plant and equipment shall only be used on land owned or occupied by the applicant, or on land owned or controlled by a community or sporting group or on the Councils owned or controlled land;

(h) The plant or equipment shall only be operated, driven or controlled by a competent Shire of Broomehill-Tambellup employee. Employees may arrange for a competent employee to operate, drive or control the plant or equipment if they are not competent;

(i) If the plant or equipment requires fuel then it shall be returned full of fuel;

(j) All plant and equipment shall be returned in the condition it was borrowed;~~.~~

(k) If any plant or equipment is damaged, the damage will be assessed by the CEO, Manager of Works and Manager of Finance and Administration, and a decision will be made on who pays for the damage or replacement;

(l) If any insurance claim is required to be made for damage or repairs, the borrower will be responsible for any costs for the excess;

(m) No plant or equipment shall be used outside of the Shire of Broomehill-Tambellup without the express permission of the Shire Chief Executive Officer; and

(n) All plant and equipment must remain available for normal Shire operations.

4.8 PRIVATE WORKS

Objective:	**To establish the conditions under which private works will be undertaken.**		
Date of adoption:	21st April 2016	***Minute No.***	160410
Date of amendment:			
Date of last review:	20 May 2021		
Legislative References:			
Internal References:			

POLICY STATEMENT

The following procedures shall apply to private works performed by the Shire –

a) All customers are to pay for kilometres travelled both ways from the Shire's operating base at the time;

b) All plant hired is to be operated only by a Shire employee who is an accredited operator;

c) The Chief Executive Officer may submit quotes and compete for 'Commercial' type works in the Shire, that is, works other than those of a small or residential nature. Works are not to be quoted for or competed for unless the Shires plant is in the area undertaking other programmed works, or will shortly be relocated to the area to perform programmed works, unless the work is sufficiently large enough to warrant relocating the plant to the area.

d) Major private works quoted over $20,000 are to be brought to the Councils attention.

4.9 SHIRE OWNED EQUIPMENT AT A WILDFIRE

Objective:	**To assist in control of wildfires by making the Councils equipment available.**		
Date of adoption:	19 May 2016	***Minute No.***	160515
Date of amendment:			
Date of last review:	20 May 2021		
Legislative References:	*Bush Fires Act 1954 s.28*		
Internal References:	Policy 4.8: Private Works Management Practice 7.1: Shire Owned Equipment at a Wildfire		

POLICY STATEMENT

The Council is committed to ensuring the safety of the community, particularly in regard to fire prevention and response. It is acknowledged that on occasions, the use of the Council's heavy machinery may be required to assist in containing and controlling a fire.

Subject to approval being granted by the Chief Executive Officer the Shire will endeavour to make its equipment available for this purpose.

Assistance provided in 'mopping up' activities where requested by landowners will be charged to the landowner at current private works rates.

PART 5 – BUILDING, HEALTH AND PLANNING

No policies.

PART 6 - OTHER

6.1 TOURISM AND AREA PROMOTION

Objective:	**To maximise the potential of the Shire as a tourist destination by encouraging and supporting the development of man-made and natural tourist facilities, thus increasing the employment potential of the area.**		
Date of adoption:	13 October 2008	**Minute No.**	081008
Date of amendment:	17 March 2022	**Minute No.**	031/22
Date of Last Review	17 March 2022		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup Strategic Community Plan		

The Council, in setting its long-term objectives, will develop its role as a catalyst for co-ordinating marketing efforts for the development of tourism in the Shire.

It is the policy of the Council that it will:

(a) ensure that, in promoting the area as a tourist destination, the natural beauty and tranquillity of the Shire is not destroyed;

(b) work with the relevant statutory authorities to establish and promote natural and historical attractions, at the same time ensuring that they are not destroyed;

(c) encourage tourist orientated commercial development, particularly development of a 'country style' nature; to rationalise the placement of such facilities and to endeavour to ensure they harmonise with the existing tourist facilities and the natural environment;

(d) promote residents' pride in the area by such means as town beautification and encouragement of residents to know and understand their district attractions and assets etc;

(e) ensure that tourism funding is spent to the best advantage, avoiding duplication;

(f) carry out direct promotion of tourist facilities and events where appropriate;

(g) apply for such grants as may be deemed appropriate to assist in attaining any or all of the above objectives;

(h) foster and create a community awareness of the benefits of tourism within the Shire;

(i) provide the basic facilities and infrastructure sufficient to encourage development; and

(j) ensure that facilities within the area are adequate to cater for visitors and residents.

To achieve this, the Council will:

(a) Provide an adequate budget allocation for tourism expenditure;

(b) Assist (financially and by other means) tourism organizations or events which have the potential to develop tourism in the Shire;

(c) Encourage representation on Regional Tourism Associations and seek representation on local tourism organizations;

(d) The formulation of its planning regulations will have regard to the requirements of tourist development;

(e) Review planning instruments, for example, Strategic Plans and Town Plans, to take into consideration policies on tourism and other leisure related issues;

(f) When preparing local laws will have regard to their impact on tourism and the balanced development of the Shire;

(g) Encourage tourism product development and investment throughout the Shire and facilitate the development application process;

(h) Ensure the welfare of the whole community when supporting tourism development and the provision of facilities;

(i) Assessment of tourism developments will consider the social, cultural, economic and environment impact of the proposal within the area;

(j) Initiate the provision of facilities sufficient to cater for destination and day trip visitors to appropriate areas within its boundaries;

(k) Encourage the landscaping of residential and commercial centres within the Shire;

(l) Where practical, support the enhancement of specific natural features, conservation area, areas of outstanding beauty, and recognise items of heritage significance;

(m) Support the development of appropriate scenic routes and lookouts;

(n) Where a need for a tourism facility has been identified, the Council may consider taking an entrepreneurial role in the establishment of those facilities if, and only if, private enterprise displays no interest in the provision of those facilities; and

(o) Support and approve, where appropriate, quality, seasonal entrepreneurial entertainment and attractions.

6.2 APPOINTMENT OF BUSHFIRE CONTROL OFFICERS

Objective:	**1. To ensure that a person has the relevant qualifications necessary to hold the position of Bush Fire Control Officer.** 2. **To ensure that these qualifications are maintained by the appointed Bush Fire Control Officer**		
Date of adoption:	19 December 2013	***Minute No.***	**131213**
Date of amendment:	17 March 2022	***Minute No.***	**032/22**
Date of last review:	02 March 2022		
Legislative References:	*Bush Fires Act 1954 Section 38* *Work Health and Safety Act 2020*		
Internal References:	Bush Fire Brigade Standard Operating Procedures Strategic Community Plan		

INTRODUCTION

Within the Bushfire Brigades, officers are appointed by the Council to undertake various roles and responsibilities. The persons occupying these positions, although volunteers, are nonetheless officers of the Council and are appointed by the Council (under section 38 of the *Bush Fires Act 1954*) upon their nomination by the Brigade and endorsement by the Bush Fire Advisory Committee.

In accordance with Work Health and Safety legislation, the Council has a duty of care to all its brigade volunteers to provide a safe working environment. This extends to ensuring Fire Control Officers are appropriately skilled to manage a fire incident, and the volunteers assisting.

Establishing the rules for the appointment of Fire Control Officers will assist in meeting the Council's obligations for duty of care.

This policy provides the eligibility criteria for a person to be appointed as a Bush Fire Control Officer.

POLICY STATEMENT

(a) To be eligible for appointment as a Bush Fire Control Officer a person must have completed the Bush Fire Control Officer Training Program not more than five years prior to appointment and must be fully vaccinated pursuant to the Booster Vaccination (Restrictions on Access) Directions, as amended from time to time.

(b) Notwithstanding Item 1 above, a person will be eligible for appointment as a Bush Fire Control Officer if they complete the Bush Fire Control Officer Training Program within six months of appointment.

(c) For a person to continue as a Bush Fire Control Officer they must complete the Bush Fire Control Officers Course or a Refresher Course at intervals of no more than every five years.

(d) Nominations of Bush Fire Control Officers from Brigades should be endorsed by the Bush Fire Advisory Committee for recommendation to the Council by 1 May each year.

(e) A Bush Fire Control Officer, other than the Chief or Deputy Chief Bush Fire Control Officer shall not issue a Permit to Burn for land within another Shire of Broomehill-Tambellup Bush Fire Brigade district unless mutual agreement exists between the Bush Fire Control Officers concerned.

6.3 INDEPENDENT LIVING SENIORS ACCOMMODATION – HOUSING ALLOCATION

Objective:	**To ensure fair and transparent allocation of Independent Living Seniors Accommodation (ILSA) housing.**		
Date of adoption:	18 September 2014 Effective from 3 October 2014	***Minute No.***	140905
Date of amendment:	23 July 2020	***Minute No.***	200713
Date of last review:	19 May 2022		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup ILSA Housing Management Manual		

INTRODUCTION

Within the Council's Housing Management Manual, reference is made to ILSA Management Practice 1 wherein applications for tenancy of the Council's ILSA units may be considered from non-local applicants.

POLICY STATEMENT

Preference will be given to Tambellup and Broomehill residents; however if ILSA unit vacancies exist for more than three months, applications for tenancy of ILSA housing will be considered from people outside the Tambellup and Broomehill catchment area providing they meet the other housing allocation criteria requirements.

6.4 ROADSIDE BURNING

Objective:	**To protect flora and fauna and to ensure that roadsides are not denigrated through over burning.**		
Date of adoption:	16th June 2016	***Minute No.***	160609
Date of amendment:	17 March 2022	**Minute No.**	033/22
Date of last review:	01 March 2022		
Legislative References:	*Bush Fires Act 1954*		
Internal References:	Shire of Broomehill-Tambellup Activities in Thoroughfares and Public Places and Trading Local Law 2020 Shire of Broomehill-Tambellup Activities in Thoroughfares and Public Places and Trading Amendment Local Law 2022		

POLICY STATEMENT:

The burning of vegetative matter on any roads, streets or ways under the care and control of the Shire of Broomehill-Tambellup must be authorised by the Council (under delegation to the Chief Executive Officer) in accordance with the *Activities in Thoroughfares and Public Places and Trading Local Law 2020.*

Authorisation will be conditional upon the following:

(a) Roadside burning only being carried out if no other practical options for fire hazard management are available;

(b) Roadside burning only being permitted at the conclusion of the Restricted Burning Period (unless a permit has been authorised by a Shire of Broomehill-Tambellup authorised Fire Control Officer);

(c) The applicant complying with all requirements of the *Bush Fires Act 1954*;

(d) The site(s) being inspected by a Shire of Broomehill-Tambellup Bush Fire Brigade Fire Control Officer (FCO) and any requirements detailed by the FCO (recorded on the application form) being adhered to;

(e) The applicant ensuring the protection of standing timber and the preservation of natural vegetation wherever possible. No burning of well-conserved or semi-conserved bush areas may occur without authorisation by the Council;

(f) The burning of the roadside not causing any direct or indirect damage to declared rare flora or fauna;

(g) No damage being caused to fences, roads, road furniture, drainage structures, public utilities or other property in the vicinity;

(h) The road verge burning only occurring adjacent to the resident/land owner's property the subject of the permit;

(i) A maximum 2km strip being burnt per applicant per year;

(j) The applicant installing the appropriate traffic warning devices;

(k) No obstructing of roadways or drainage channels by fallen trees or other debris;

(l) Consideration being given to the potential for smoke pollution; and

(m) The fire being attended at all times until the burn is completely safe and the fire is out.

6.5 CEMETERY - EXHUMATION

Objective:	**To establish the works that will be undertaken by the Shire if an exhumation is requested at a cemetery within the Shire.**		
Date of adoption:	16th June 2016	**Minute No.**	160608
Date of amendment:	17 March 2022	**Minute No.**	034/22
Date of last review:	1 March 2022		
Legislative References:	*Cemeteries Act 1986 Section 58 and 59*		
Internal References:	Shire of Broomehill-Tambellup Schedule of Fees and Charges Shire of Broomehill-Tambellup Cemeteries Local Law 2020 Shire of Broomehill-Tambellup Cemeteries Amendment Local Law 2022		

POLICY STATEMENT

Under Sections 58 and 59 of the *Cemeteries Act 1986*, the Council may be requested to carry out an exhumation at a cemetery within the Shire.

Acknowledging that the Council staff are not trained in this task, the extent of works that will be completed are as follows:

(a) The Shire will open the grave and dig down to the coffin lid;

(b) The Shire will fill the grave once the coffin is removed;

(c) The charge for these works will be as adopted in the Shire's Schedule of Fees and Charges, as amended from time to time.

The person making the application for the exhumation must arrange for a suitably qualified person to bring the coffin to the top of the ground.

The applicant is responsible for all associated costs in relation to bringing the coffin to the top of the ground.

POLICY MANUAL

November 2022

INTRODUCTION

Policies are determined by the Council and may be amended or waived according to circumstances. This power is conveyed to the Council in section 2.7(2)(b) of the *Local Government Act 1995*. Policies cannot be made in relation to those powers and duties given directly to the CEO by the Act.

The objectives of the Council's Policy Manual are:

1. to provide Council with a formal written record of all policy decisions;
2. to provide the staff with clear direction to enable them to respond to issues and act in accordance with the Council's general direction;
3. to enable the Councillors to adequately handle enquiries from electors without undue reference to the staff or the Shire;
4. to enable the Council to maintain a continual review of the Council policy decisions and to ensure they are in keeping with community expectations, current trends and circumstances;
5. to enable electors to obtain immediate advice on matters of the Council Policy.
6. Policies are to relate to issues of an on-going nature; policy decisions on single issues are not to be recorded in the manual.

Policies should not be confused with **management practices** or **operational procedures**, which are determined by the CEO, as a mechanism for good management, and implementation of council policies. The Council will conduct a complete review of all policies annually.

A copy of the Policy Manual, together with details of variations as they occur, shall be distributed to all Councillors and each work site. The manuals are to remain the property of the Shire.

Changes to the Council Policy shall be made only on:

(a) The outcome of the Annual Review or
(b) An agenda item (Council Decision)clearly setting out details of the proposed amendment

Users should be mindful of the fact that, in simple terms:

- Policy provides what can be done;
- Management Practices provide for how to do it;
- Delegation provides for who can do it.

It is important to note that the Shire's adopted policies have been made to facilitate:

- Consistency and equity in decision making;
- Promptness in responding to customer needs; and
- Operational efficiency.

Anthony Middleton
CHIEF EXECUTIVE OFFICER

TABLE OF CONTENTS

PART 1 – GOVERNANCE AND ADMINISTRATION 1
1.1 RECORDS MANAGEMENT 1
1.2 USE OF SHIRE FACILITIES....4
1.3 SHIRE OF BROOMEHILL-TAMBELLUP LOGO....5
1.4 TEMPORARY EMPLOYMENT OR APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER 6
1.5 **POLICY REPEALED**....9
1.6 LEGAL SERVICES FOR ELECTED MEMBERS....9
1.7 CUSTOMER SERVICE CHARTER....14
1.8 HONORARY CITIZEN OF THE SHIRE 17
1.9 ** POLICY REPEALED **....21
1.10 iPAD OR TABLET POLICY FOR COUNCILLORS AND STAFF 21
1.11 ELECTED MEMBER TRAINING AND PROFESSIONAL DEVELOPMENT 23
1.12 WORKFORCE PLANNING AND MANAGEMENT....27
1.13 ASSET MANAGEMENT....29
1.14 ASSET CAPITALISATION THRESHOLDS....31
1.15 COMMUNITY ENGAGEMENT 32
1.16 RISK MANAGEMENT....36
1.17 CORPORATE CREDIT CARDS 38
1.18 INTERNAL CONTROL....42
1.19 LEGISLATIVE COMPLIANCE....43
1.20 COMPLAINTS....46
1.21 ** POLICY REPEALED **....47
1.22 MEETING TO SWEAR IN NEWLY ELECTED MEMBERS AND ELECT THE PRESIDENT, DEPUTY PRESIDENT, COMMITTEE MEMBERS AND COUNCIL REPRESENTATIVES....47
1.23 PUBLIC RELATIONS - PRESS RELEASES 48
1.24 HIRE OF EQUIPMENT – SHIRE HALLS 49
1.25 COUNCILLOR AND CEO ATTENDANCE AT EVENTS & FUNCTIONS 50
1.26 UNREASONABLE COMPLAINANT CONDUCT....53
1.27 CODE OF CONDUCT - BEHAVIOUR COMPLAINTS MANAGEMENT....57
1.28 CEO RECRUITMENT, PERFORMANCE AND TERMINATION STANDARDS....65
1.29 USE OF COMMON SEAL 71
1.30 CEO PERFORMANCE REVIEW....73
PART 2 – HUMAN RESOURCES 77
2.1 EQUAL OPPORTUNITY....77
2.2 SAFETY AND HEALTH IN THE WORKPLACE 79
2.3 CORPORATE UNIFORM AND APPROPRIATE DRESS 83
2.4 GRATUITY AND REDUNDANCY PAYMENTS....84
2.5 STAFF BENEFITS....85
2.6 FITNESS FOR WORK POLICY 86
2.7 E-MAIL POLICY....90
2.8 HARASSMENT, BULLYING AND DISCRIMINATION 91
2.9 EMERGENCY SERVICE LEAVE....94
2.10 ** POLICY REPEALED**....95
2.11 EMPLOYEE SUPERANNUATION....95
2.12 CONFERENCES, SEMINARS AND TRAINING COURSES – GENERAL STAFF ATTENDANCE 96
2.13 MOTOR VEHICLES 98
2.14 REMOVAL EXPENSES - SENIOR STAFF....100
PART 3 - FINANCE 101
3.1 PURCHASING....101
3.2 SELF SUPPORTING LOANS TO COMMUNITY AND SPORTING BODIES 109
3.3 INVESTMENTS 110
3.4 RELATED PARTY DISCLOSURES....112
3.5 FINANCIAL HARDSHIP - RATES 118

PART 4 – WORKS....124
4.1 ROAD CONSTRUCTION AND MINIMUM STANDARDS....124
4.2 ADVERTISING AND PORTABLE DIRECTIONAL SIGNS....136
4.3 GRAVEL SUPPLIES AND REHABILITATION....138
4.4 CLEARING OF VEGETATION FOR ROAD CONSTRUCTION....140
4.5 STREET VERGES - DEVELOPMENT....141
4.6 REPLACEMENT OF PLANT AND VEHICLES....142
4.7 USE OF SHIRE PLANT AND EQUIPMENT BY STAFF & COMMUNITY GROUPS....143
4.8 PRIVATE WORKS....144
4.9 SHIRE OWNED EQUIPMENT AT A WILDFIRE....145
PART 5 – BUILDING, HEALTH AND PLANNING....146
PART 6 - OTHER....146
6.1 TOURISM AND AREA PROMOTION....146
6.2 APPOINTMENT OF BUSHFIRE CONTROL OFFICERS....148
6.3 INDEPENDENT LIVING SENIORS ACCOMMODATION – HOUSING ALLOCATION....149
6.4 ROADSIDE BURNING....150
6.5 CEMETERY - EXHUMATION....151

PART 1 – GOVERNANCE AND ADMINISTRATION

1.1 RECORDS MANAGEMENT

Objective:	**To control and manage government records within a records management and record keeping framework that complies with legislative, accountability and best practice requirements.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	17 March 2022	***Minute No.***	029/22
Date of last review:	17 March 2022		
Legislative References:	*Local Government Act 1995* *State Records Act 2000* *Corruption, Crime & Misconduct Act 2003* *Criminal Code Act 1913* *Electronic Transactions Act 2011* *Evidence Act 1906* *Financial Management Act 2006* *Freedom of Information Act 1992* *Limitation Act 2005* *Public Sector Management Act 1994*		
Internal References:	Record Keeping Plan 2020 Management Practice 1.12 Elected Members Records Management Practice 2.4 Internet and Email Access		

POLICY STATEMENT

The Shire of Broomehill-Tambellup is committed to making and keeping full and accurate records of its business transactions and official activities. Records can be, but are not limited to, any record of information in any medium including letters, files, emails, word processed documents, databases, photographs and social media messages.

CREATION, CAPTURE AND CONTROL OF RECORDS

Records created and received by Shire personnel, elected members and contractors, irrespective of format, are to be managed in accordance with the Shire's Record Keeping Plan and Records Management Procedure Manual. Records will not be destroyed except by reference to the State Records Office's General Disposal Authority for Local Government Records.

The Shire is responsible for the security and protection of all records created or captured as part of the Shire's day to day operations. All Shire staff and contractors have a responsibility to apply appropriate security and protection measures to all records created or received when carrying out the Shire's business.

It is the responsibility of all staff to ensure that the business, operational and administrative activities of the Shire are appropriately documented and that records are created and maintained in fulfilment of legislative requirements.

ACCESS TO RECORDS

Access to Shire records by staff and contractors will be in accordance with designated access and security classifications. Access to the Shire's records by the general public will be in accordance with the *Freedom of Information Act 1992* and the Shire's Freedom of Information Statement.

Access to the Shire's records by elected members will be through the Chief Executive Officer (CEO) in accordance with the *Local Government Act 1995*.

APPRAISAL, RETENTION AND DISPOSAL OF RECORDS

Records will only be destroyed or otherwise disposed of by reference to the *General Disposal Authority for Local Government Records* issued by the State Records Office, and following authorisation from the Section Manager and the CEO. Those records identified as Archive records will be transferred to the Voluntary Regional Organisation of Council archive facility located at the Shire of Broomehill-Tambellup's Broomehill administration office. Records identified as a State Archive should be transferred to the State Records Office in accordance with the requirements of the *General Disposal Authority for Local Government Records*.

All significant records, irrespective of format, are to be registered, classified and captured into the Shire's official record keeping systems. All correspondence should be attached to a corporate file.

Records created or received by elected members of the Shire, in the performance of their functions and roles as specified in the *Local Government Act 1995*, are government records and will be managed in accordance with the Shire's Records Keeping Plan and the *State Records Act 2000*. This policy applies to any record documenting decisions which are made outside normal Shire or Committee meetings.

LOCAL GOVERNMENT RECORDS FALL INTO ONE OF TWO CATEGORIES

Local government records of continuing value

Local government records of continuing value are those records created or received containing information of:

(a) administrative value to the Shire, including records which:
- provide an interpretation of the Shire's policy or the rationale behind it;
- document progress and coordination of responses to issues;
- document formal communications and/or transactions, such as a Minute report or submission between elected members and another party; and
- document elected members' decisions, directives, reasons and actions.

(b) legal value to the Shire including records which document compliance with statutory requirements or court orders which stipulate the retention of records;

(c) evidential value such as information about the legal rights and obligations of the Shire of Broomehill-Tambellup including elected members, ratepayers, organisations and the general community; and

(d) historical value to the Shire of Broomehill-Tambellup and to the State.

Local government records of continuing value are to be forwarded to the Chief Executive Officer, for incorporation into the Shire's recordkeeping system.

Records of no continuing value (Ephemeral)

These records do not need to be incorporated into the Shire's recordkeeping system and can be destroyed when reference to them ceases, but only in accordance with the General Disposal Authority for Local Government Records (GDA LG). Elected members should contact the Administration Officer for advice prior to destroying any records.

ACTION: Records of no continuing value can be destroyed when reference to them ceases but only in accordance with the General Disposal Authority for Local Government Records (GDA LG). Elected members should contact the Chief Executive Officer in order to dispose of these records correctly.

ROLES AND RESPONSIBILITIES

Elected Members

Elected Members will create and keep records of communications or transactions which convey information relating to the Shire's business or functions. These records will be forwarded to the Governance and Executive Assistant for capture in to the Shire's recordkeeping system.

Chief Executive Officer

The CEO will ensure there is a system for the capture and management of records that is compliant with the *State Records Act 2000* and best practice standards.

Executive and Managers

Executive and Managers will ensure that all staff (and contractors) under their supervision comply with this policy, associated records management procedures/guidelines and the Shire of Broomehill-Tambellup's Record Keeping Plan.

All Staff

All Staff (including contractors) will create and receive records relating to the business activities they perform and are required to:

(a) make records to document and support business activities
(b) ensure that records are captured and registered into the recordkeeping system or appropriate business system
(c) ensure that records are secure at all times

1.2 USE OF SHIRE FACILITIES

Objective:	**To ensure that Shire facilities are available for appropriate use by the community.**		
Date of adoption:	13 October 2008	***Minute No.***	091228
Date of amendment:	21 April 2022	***Minute No***	057/22
Date of last review:	21 April 2021		
Legislative References:			
Internal References:	Local Government Property Local Law 2020		

POLICY STATEMENT

The Council is committed to ensuring that its community facilities are used to the benefit and advantage of all sections of the community and keeps fees and charges at a level to permit ready access by user groups.

To support this, an administrative procedure exists which provides clear guidelines for users. Fees and charges relevant to Council facility use are reviewed annually at the time of the budget adoption.

The Council recognises that a number of community groups and agencies provide substantial support to the community through their activities, and have limited funds to assist.

The following groups have their hire costs waived for the use of Shire facilities, until such time as the events are no longer held:

- Blue Light Discos – Hall
- Agricultural Society – Hall for the Tambellup Show
- Primary Schools and P & C Associations – Hall for end of year Presentation Night and Fundraising Activities.
- Senior Citizens Christmas Luncheon – Hall
- Broomehill religious organisations – Hire of tables and chairs for Christmas Eve church services.
- Broomehill Heritage Group – Hire of tables and chairs for Carols by Candle Light
- Seniors Soup Luncheon – Hall - Subject to the luncheons being advertised across the Shire
- Host Organisation for ANZAC Day Services Broomehill and Tambellup – Hall hire
- Daffodil Day event – Tambellup Hall hire costs

Should any cleaning or repairs be required as a result of any of the above events, the organiser will be required to undertake or organise appropriate cleaning or repairs, or the Local Government will charge a fee for the cleaning or repairs.

This Policy applies for the purposes of Clause 3.5 of the Shire's *Local Government Property Local Law 2020*.

1.3 SHIRE OF BROOMEHILL-TAMBELLUP LOGO

Objective:	To adopt the following design as the new logo for the Shire of Broomehill-Tambellup.		
Date of adoption:	18 November 2010	***Minute No.***	101105
Date of amendment:	18 June 2015	***Minute No.***	150612
Date of last review:	19 May 2022		
Legislative References:			
Internal References:	Delegation 1.21 – Use of the Shire Logo		

Council has adopted the following logo for the Shire of Broomehill-Tambellup.

It represents the 'tree change' lifestyle many new residents come to the Shire of Broomehill-Tambellup for. Within the embracing shape of the forked tree branches are a number of squares in a variety of green shades, representing the multi-faceted community of the Shire coming together.

The use of the Shire of Broomehill-Tambellup logo:

(a) shall be in accordance with the guidelines contained in the publication 'Our Identity' and
(b) is not permitted by any other person or organisation without the written approval of the Shire of Broomehill-Tambellup.

Council has delegated to the Chief Executive Officer authority to grant approvals in regard to item (b) above.

1.4 TEMPORARY EMPLOYMENT OR APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER

Objective:	**To determine the process for appointing an Acting or Temporary CEO for periods of less than 12 months of planned or unplanned leave or an interim vacancy in the substantive office.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	19 August 2021	***Minute No***	210807
Date of last review:	19 August 2021		
Legislative References:	*Local Government Act 1995* *s5.39 Contracts for CEO and senior employees* *s5.39C Policy for temporary employment or appointment of CEO* *s5.40 Principles affecting employment by Local Governments*		
Internal References:			

POLICY OBJECTIVE

To establish policy, in accordance with Section 5.39C of the Local Government Act 1995 ('the Act'), that details the Shire of Broomehill-Tambellup's processes for appointing an Acting or Temporary Chief Executive Officer (CEO) for periods of less than 12 months of planned or unplanned leave or an interim vacancy in the substantive office.

POLICY SCOPE

This policy applies to the statutory position of Chief Executive Officer (CEO) of the Shire of Broomehill-Tambellup.

POLICY STATEMENT

1. Definitions:

(1) ***Acting CEO*** means a person employed or appointed to fulfil the statutory position of CEO during a period where the substantive CEO remains employed, but is on planned or unplanned leave.

(2) ***Temporary CEO*** means a person employed or appointed to fulfil the statutory position of CEO for the period of time between the end of the substantive CEO's employment and the appointment and commencement of a newly appointed substantive CEO.

2. Acting and Temporary CEO Requirements and Qualification

(1) When the CEO is on planned or unplanned leave, or the CEO's employment with the Local Government has ended, an Acting or Temporary CEO is to be appointed in accordance with this Policy to fulfil the functions of CEO as detailed in Section 5.41 of the Local Government Act 1995, and other duties as set out in the Act and associated Regulations.

(2) Through this policy and in accordance with section 5.36(2)(a) of the Act, the Council determines that employees appointed to the substantive position(s) of Manager of Finance and Administration or Manager of Works are considered suitably qualified to perform the role of Acting or Temporary CEO.

(3) A person appointed to act in the position of Manager of Finance and Administration or Manager of Works is not included in the determination set out in Clause 3 (2).

3. Appoint Acting CEO – Planned and unplanned leave for periods up to 6 weeks

(1) The CEO is authorised to appoint the Manager of Finance and Administration or Manager of Works in writing as Acting CEO, where the CEO is on planned or unplanned leave for periods not exceeding 6 weeks, subject to the CEO's consideration of the Manager of Finance and Administration or Manager

of Works performance, availability, operational requirements and where appropriate, the equitable access to the professional development opportunity.

(2) The CEO must appoint an Acting CEO for any leave periods greater than 5 working days and less than 6 weeks.

(3) The CEO is to immediately advise all Council Members when and for what period of time the Manager of Finance and Administration or Manager of Works is appointed as Acting CEO.

(4) If the CEO is unavailable or unable to make the decision to appoint an Acting CEO in accordance with (2), then the following line of succession shall apply:

a. The Manager of Finance and Administration will be appointed as Acting CEO; or

b. If the Manager of Finance and Administration is unable to act, the Manager of Works will be appointed as Acting CEO; or

(5) The Council may, by resolution, extend an Acting CEO period under subclause (4) beyond 6 weeks if the substantive CEO remains unavailable or unable to perform their functions and duties.

4. Appoint Acting CEO for extended leave periods greater than 6 weeks but less than 12 months.

(1) This clause applies to the following periods of extended leave:

- Substantive CEO's Extended Planned Leave which may include accumulated annual leave, long service leave or personal leave; and
- Substantive CEO's Extended Unplanned Leave which may include any disruption to the substantive CEO's ability to continuously perform their functions and duties.

(2) The Council will, by resolution, appoint an Acting CEO for periods greater than 6 weeks but less than 12 months, as follows:

a. Appoint one employee, or multiple employees for separate defined periods, as Acting CEO to ensure the CEO position is filled continuously for the period of extended leave; or

b. Conduct an external recruitment process in accordance with clause 5(1)(c)(iii).

(3) The President will liaise with the CEO, or in their unplanned absence the Manager of Finance and Administration to coordinate the Council reports and resolutions necessary to facilitate an Acting CEO appointment.

(4) Subject to the Council's resolution, the President will execute in writing the Acting CEO appointment with administrative assistance from the Manager of Finance and Administration.

5. Appoint Temporary CEO – Substantive Vacancy

(1) In the event that the substantive CEO's employment with the Shire of Broomehill-Tambellup is ending, the Council when determining to appoint a Temporary CEO may either:

a. by resolution, appoint the Manager of Finance and Administration or Manager of Works as the Temporary CEO for the period of time until the substantive CEO has been recruited and commences their employment with the Local Government; or

b. by resolution, appoint the Manager of Finance and Administration or Manager of Works as the interim Temporary CEO for the period of time until an external recruitment process for a Temporary CEO can be completed; or

c. following an external recruitment process in accordance with the principles of merit and equity prescribed in section 5.40 of the Act, appoint a Temporary CEO for the period of time until the substantive CEO has been recruited and commences employment with the Local Government.

(2) The President will liaise with the Manager of Finance and Administration to coordinate the Council reports and resolutions necessary to facilitate a Temporary CEO appointment.

(3) The President is authorised to execute in writing the appointment of a Temporary CEO in accordance with the Councils resolution/s, with administrative assistance from the Manager of Finance and Administration.

6. Remuneration and conditions of Acting or Temporary CEO

(1) Unless the Council otherwise resolves, an employee appointed as Acting CEO shall be remunerated at 90% to 100% of the cash component only of the substantive CEO's total reward package.

(2) The Council will determine by resolution, the remuneration and benefits to be offered to a Temporary CEO when entering into a contract in accordance with the requirements of Sections 5.39(1) and (2)(a) of the Act.

(3) Subject to relevant advice, the Council retains the right to terminate or change, by resolution, any Acting or Temporary CEO appointment.

1.5 **POLICY REPEALED**

'Code of Conduct for Council Members, Committee Members and Candidates' Council Policy Repealed June 2022 – Is now a stand-alone document

1.6 LEGAL SERVICES FOR ELECTED MEMBERS

Objective:	**To assist with the cost of legal services for elected members in connection with any matter touching on their conduct, or the performance of their functions.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	19 May 2022	***Minute No***	072/22
Date of last review:	19 May 2022		
Legislative References:			
Internal References:	Code of Conduct for Council Members, Committee and Candidates Councillors Handbook		

PURPOSE

This Policy is designed to set out:

- the circumstances in which the Shire will, as a general rule, provide financial assistance to elected members who require legal services in the course of or arising out of the performance of their official functions; and
- the procedure for making and dealing with applications.

In each case it will be necessary to determine in the final analysis whether financial assistance is justified for the good government of the district.

POLICY

Members of the Council from time to time may require legal services in connection with any matter touching on their conduct, or the performance of their functions as members.

Questions may arise from time to time as to whether, and the extent to which, the Shire should provide financial assistance to secure legal services, and this Policy is intended to facilitate decision-making on those questions.

As a general rule, financial assistance will only be provided to a member for a matter which arises out of or in the course of their conduct, or the performance of their functions, as members.

It is intended that financial assistance will not be provided to a member who has acted unlawfully, dishonestly, improperly, or otherwise in bad faith.

As a general rule financial assistance may be provided to former, or may continue to be provided for members after they cease their membership, where that can manifestly be seen to be justified by the interest of good government of the district.

The level of financial assistance provided is to be assessed in all cases against an evaluation of the extent to which it is justified in the interest of the good government of the district.

1. **DEFINITIONS**

In this Policy:

'Act' means the *Local Government Act 1995*;

'CEO' means the Chief Executive Officer of the Shire;

'department inquiry' means an inquiry initiated under *section 8.3 of the A*ct;

'district' means the local government district of the Shire;

'financial assistance' means the provision by the Shire of money to pay the whole or part of the cost of legal services, or a guarantee of or indemnity for the payment of such cost or part;

'improperly' in this Policy describes conduct which would be appropriate to be reported to the Corruption and Crime Commission as corruption or improper conduct;

'inquiry' means a department inquiry or a panel inquiry under *Part 8 of the Act*;

'legal services' means the provision of legal advice on any matter, or legal advice and legal representation in connection with court proceedings, or in connection with any other investigation, inquiry, hearing or adjudication, including but without limiting the generality of the foregoing an inquiry under *Part 8 of the Act*;

'member' means a member of the Council of the Shire including a Commissioner appointed under *Part 8 of the Act*;

'panel inquiry' means an Inquiry initiated under *section 8.16 of the Act*;

'President' means the President of the Shire;

'Shire' means the Shire of Broomehill-Tambellup.

2. **ELIGIBLE PERSONS**

A person is eligible to make application for financial assistance under this Policy if that person is an elected member.

3. **PROCEEDINGS IN RESPECT OF WHICH FINANCIAL ASSISTANCE MAY BE PROVIDED**

Proceedings in respect of which financial assistance may be provided include:

3.1 Proceedings brought by any member to enable them to undertake or continue to undertake the duties and responsibilities associated with their office. An example is where a member seeks a restraining order against a person using threatening behaviour.

3.2 Proceedings brought by any member in respect of defamation against them PROVIDED THAT legal advice obtained by the Shire supports such action as being capable of being regarded as appropriate for the good government of the district to ensure members are not deflected from the performance of their duties by unreasonable interference. Such proceedings may involve:

(a) seeking an injunction to prevent further defamation of a specific member, the intention being to seek the removal of a distraction or impediment to the performance by the member of their functions as such; or

(b) making a claim for damages:

(i) additional to an injunction, if it is determined or appears likely that an injunction has failed or will fail to prevent further defamation of the affected member; or

(ii) as an alternative to an injunction if damages is the more appropriate remedy or in the event that a Court declines to grant an injunction on grounds that are not directly related to the merits of the proposed action.

3.3 Proceedings brought against one or more members in the performance of their functions as such. For example, this could be in relation to a decision of the Council who aggrieves another person (e.g. refusing a development application).

3.4 In, or in connection with, an inquiry or other official proceeding or investigation where, in the opinion of the Council, representation of members is appropriate or justified.

4. **LEGAL SERVICE PROVIDER**

4.1 Legal services provided under this Policy are to be provided by a lawyer or a firm of lawyers nominated by the Chief Executive Officer (CEO).

4.2 The CEO or the Council, as the case requires, may entertain an application by a member for financial assistance for legal services provided by a lawyer other than a lawyer nominated by the CEO or the Council, as the case may be, provided that clear justification is given. An example of a justification that may be adequate is where there is a perceived conflict of interest on the part of a nominated lawyer.

5. **FORM OF APPLICATION**

An application under this Policy should:

(a) be in writing;

(b) provide full details of the nature and extent of the legal services anticipated to be required and when they are required;

(c) detail how the matter for which the legal services are required arises out of the conduct or performance of functions of the applicant;

(d) explain how it might be said that the provision of financial assistance would be justified in the interest of the good government of the district;

(e) provide, in the event that the application is not made in advance, details of the services previously provided and the explanation for there being no application in advance;

(f) indicate if the applicant considers that the application is urgent and the applicant's reasons for that view;

(g) contain a declaration by the applicant that:

(i) the applicant has read this Policy and accepts its terms (including, without limiting the generality of the foregoing, the terms as to repayment in clause 11); and

(ii) the applicant in relation to the matter in respect of which the legal services are required did not act unlawfully, dishonestly, improperly or otherwise in bad faith.

An application when presented to the Council is to be accompanied by a report and recommendation prepared through the office of the CEO in response to the application.

6. **WHO DETERMINES AN APPLICATION**

6.1 The CEO may determine an application seeking financial assistance not exceeding, or reasonably anticipated as not likely to exceed, $3,000.00.

6.2 Where the provision of legal services must occur as a matter of urgency prior to the earliest opportunity for an application to be considered by the Council, the CEO may authorize financial assistance up to the value of $5,000.00, even if that is not anticipated to be the full extent of the financial assistance ultimately required. In any such case, the CEO shall present a report to the next available meeting of the Council detailing the application and outlining the circumstances that required the application to be dealt with as a matter of urgency.

6.3 Subject to clause 6.2, all applications seeking financial assistance exceeding, or reasonably anticipated as likely to exceed $3,000.00 in total, are to be determined by the Council.

6.4 Notwithstanding the preceding provisions, the CEO may refer any application to the Council for determination.

6.5 An application for financial assistance in respect of proceedings referred to in clause 3.2 is not to be dealt with by the CEO on an urgent application - any application for financial assistance in respect of proceedings referred to in clause 3.2 is to be determined by the Council.

7. **FORMAL AGREEMENT TO BE EXECUTED**

7.1 A person to whom financial assistance is to be provided, whether by the decision of the CEO or the Council, shall be required to execute a formal agreement with the Shire, either in a standard form provided by the Shire, or prepared for the occasion by the Shire's lawyers, setting out the terms and conditions upon which the assistance is offered.

7.2 In ordinary circumstances the applicant will be required to execute the agreement prior to any financial assistance being provided.

7.3 In the case of an application for urgent financial assistance, the CEO may accept a written undertaking by the applicant to execute a formal agreement as contemplated by this Policy, as soon as it is presented for execution.

8. PRECONDITIONS TO THE PROVISION OF FINANCIAL ASSISTANCE

Financial assistance will only be provided:

8.1 In proceedings to be brought by any member where the CEO or the Council, as the case may be, forms the opinion that the action proposed to be taken is reasonably necessary to enable the member to continue to perform their functions without unreasonable obstruction, impediment or discouragement.

8.2 In the case of any proceedings against a member, where legal action has been taken or is threatened or seems likely to be taken, in relation to conduct or circumstances arising out of or in the course of the performance of the functions of the member.

8.3 In the case of an inquiry where:

(a) prior to the final report on the outcome of the inquiry, an adverse allegation is made against the member, or the inquiry or any officer assisting indicates that an adverse finding against the member is possible;

(b) conduct of the member is subject to inquiry and/or report in the terms of reference of the inquiry, or the member receives a summons or subpoena from the inquiry requiring her to give evidence and/or produce documents;

(c) conduct of the member in the performance of their functions as such is under consideration; and

(d) the legal services are required prior to the conclusion of the inquiry.

8.4 In any case, financial assistance will only be provided where no indemnity for legal services is provided for under a policy of insurance taken out by the member, or by the Shire, or to the extent that full cover is not provided under such policy of insurance.

9. CEO MAY CONTINUE TO SEEK LEGAL ADVICE

Nothing in this Policy derogates from the authority of the CEO or other employees to obtain legal services concerning the business and affairs of the Shire from the Shire's lawyers.

10. REPAYMENT OF FINANCIAL ASSISTANCE

10.1 It is a condition of the provision of financial assistance under this Policy, and it shall be a condition of the formal agreement referred to in clause 7, that:

(a) the provision of financial assistance shall be at an end; and

(b) any financial assistance already paid by the Shire shall be repaid by the member in the event that:

(i) a finding is made in the report of an inquiry or in court proceedings that the member has acted unlawfully, dishonestly, improperly, or otherwise in bad faith, in circumstances that are fundamental to the inquiry or the court proceedings in respect of which the financial assistance was sought;

(ii) the Council determines on legal advice that the member has acted unlawfully, dishonestly, improperly, or otherwise in bad faith in circumstances that are fundamental to the proceedings in respect of which financial assistance was obtained; or

(iii) where information provided to the CEO or to the Council in the application is materially false or misleading.

10.2 Members are not to personally benefit financially from proceedings to the extent that they are financed by the Shire. Damages or costs awarded to the member in excess of any expenses incurred separately by the member should be dealt with in the following order:

(a) in reimbursement of any expenses paid or payable personally by the member;

(b) in reimbursement of the financial contribution of the Shire which reimbursement may be repaid to the ordinary funds of the Shire; and

(c) any excess should be held by the Shire to be used for a charitable purpose within the district.

The reason for the provisions in this clause is not that the Shire should benefit financially from legal proceedings taken by or against a member, but rather to ensure that financial assistance will only be provided by the Shire in circumstances where it can be demonstrated manifestly that the purpose for the Shire providing financial assistance is to act in the interest of good government of the Shire's district by ensuring that members are not deflected or discouraged from the performance of their official functions by their inability to finance appropriate legal services.

10.3 Where financial assistance is withdrawn, the member who obtained the financial assistance is required to repay any monies already provided.

11. RECOVERY

A member applying for financial assistance under this Policy must agree under clause 7 that:

(a) the Shire may take action to recover any financial assistance required to be repaid under clause 10;

(b) the moneys to be repaid shall constitute a debt due by the member to the Shire and may be recovered in a court of competent civil jurisdiction; and

(c) the Shire is entitled additionally to deduct the amount of any outstanding financial assistance from any allowance payable by the Shire to the member.

The agreement to be prepared under clause 7, should make provision for such repayment and recovery.

1.7 CUSTOMER SERVICE CHARTER

Objective:	**To recognise the Council's commitment to optimum customer service.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	19 May 2022	***Minute No***	073/22
Date of last review:	19 May 2022		
Legislative References:	*Local Government Act 1995*		
Internal References:	Disability Access and Inclusion Plan 2020-2025 Customer Service Charter		

INTRODUCTION
The Council is committed to meeting the needs of its community and visitors by providing leadership and facilitating the provision of services and facilities. The Council acknowledges the rights of both customers and staff to be treated respectfully, for viewpoints to be acknowledged and enquiries addressed through quality customer service.

Our customers are those people who have dealings with the Shire of Broomehill-Tambellup including, but not limited to: residents; ratepayers; business proprietors; community sporting and recreation clubs and associations; visitors to the Shire; employees, contractors and volunteers within the Shire; government departments and non-government agencies and organisations.

The Council's **Customer Service Charter** outlines the customer service standards the Council sets for itself and affirms the Council's commitment to providing quality services.

POLICY STATEMENT
The Council's Customer Service policy applies to the whole of the organisation.

CUSTOMER SERVICE CHARTER:
The Shire of Broomehill-Tambellup's commitment to you
Our Customer Service Charter reflects our commitment to the quality of service provided to you.

Our Charter is regularly reviewed and adapted to meet the changing needs of our customers.

Our Mission
To meet the needs of all community and visitors by providing leadership and facilitating the provision of services and facilities**.**

Our Customers
People who have dealings with the Shire of Broomehill-Tambellup, including:

- Residents, ratepayers, business proprietors, community, sporting and recreation clubs and associations;
- Visitors to the Shire of Broomehill-Tambellup;
- Employees, Contractors and Volunteers of the Shire of Broomehill-Tambellup; and
- Representatives of Government departments and non-government agencies and organisations.

We will achieve our commitment to you by:

- Progressively reviewing and improving forms, systems and procedures from a customer's perspective and conducting regular customer service employee training programs;
- Incorporating customer service improvements into all Business Plans;
- Making the development of positive customer service attitudes part of the annual performance review program for all employees;
- Progressively improving access to our services for people with disabilities and people from culturally and linguistically diverse backgrounds;

- Making information available in alternative formats for people with specific requirements;
- Improving access to Council information by utilising a wide range of media including regular newsletters to residents and electronic access to the Shire's website; and
- Ensuring all complaints are dealt with fairly, quickly and equitably and in accordance with procedure.

You can assist us by:

- Having a notepad and pen by the phone when you call the Shire;
- Providing accurate and complete details when phoning us with any queries or requests for assistance;
- Phoning to make an appointment if you have a complex enquiry or need to see a specific officer;
- Phoning the officer nominated on correspondence sent to you and quoting the reference number of the letter;
- Being clear and concise with your requests and being prepared with relevant information;
- Participating in community consultation processes;
- Treating employees with the same courtesy and respect given to you, and formally recognising excellent customer service;
- Acknowledging that the Shire may not have the authority to deal with your request/complaint and may need to refer you to another agency/organisation.

Service Standards (in person)

We will:

- Promptly attend to you at all times in a professional, polite and attentive manner;
- Listen attentively in order to understand your needs;
- Aim to attend and complete your request at the time of your visit;
- When enquiries of a technical or specialist nature are made at the Administration offices, ensure that the appropriate employee is called, if available, or that contact is made promptly to arrange an appointment;
- Respect your privacy and keep your information confidential in accordance with relevant legislation;
- Ensure all employees who have face-to-face contact with customers wear a name badge for ease of communication; and
- Always be appropriately dressed.

Service Standards (on the telephone)

We will:

- Promptly answer all telephone calls during working hours;
- Introduce ourselves over the phone by name and provide a direct contact number for future communications, if necessary;
- Reply to telephone enquiries on the same day or the next working day, as appropriate; and
- Take personal responsibility to reduce the transfer of calls and inform you of any delays if you are 'on hold'.

Service Standards (in writing, including emails)

We will:

- Acknowledge your written request in a timely manner;
- Whenever possible provide a completion date when requests require in-depth research which will take longer than 10 working days;
- Write to you in clear, concise language that is easily understood; and
- Send out standard information as soon as possible.

We suggest that, if your enquiry is urgent, you telephone our office on 9825 3555.

Service Standards (in general)
We will advise you of the progress of your request on a regular basis until the matter is resolved.

Abusive Customers/Unacceptable Behaviours
Unacceptable behaviours include the following:

- Any act or written or verbal abuse including that of a discriminatory nature;
- Threatening behaviour or intimidation;
- Serious or persistent harassment;
- Damage to property; or
- Behaviour that causes anyone to feel upset, threatened, frightened or physically at risk.

Any situation involving the above may result in communication being limited or terminated and Police being contacted. On occasions when communication is limited or ceased, the decision will be communicated in writing to the person.

Service Requests
(A Service Request is defined as a person's request for a service or action to be undertaken by the Shire)

We will:

- Make safe urgent road and footpath defects within 24 hours of notification and carry out routine minor footpath and road repairs as soon as practicable;
- Acknowledge routine Works Requests or complaints within 2 working days of them being received;
- Respond to Private Works requests within 7 days of them being received and advise when the works will be scheduled to be completed; and
- Give you at least 24 hours' warning notice if we need to carry out repair works in your street which affect your property (other than emergencies).

Development Applications:
We will:

- Register applications upon receipt (providing that they contain all the required information and fees);
- We will process standard building and planning applications that can be dealt with under delegated authority ,within statutory timeframes;
- Acknowledge complex planning applications within five (5) working days and keep you informed at each stage as the application progresses; and
- Advise persons who make a submission on a Town Planning Scheme Amendment that their submission has been received, within 5 working days.

Customer Feedback (*Your views are important)*
We believe our customers deserve a high quality service, delivering prompt and useful information. We welcome and value your feedback, be it a request for action, constructive complaint or a compliment.

Please discuss your feedback with staff you have been dealing with in the first instance, to enable them to address your concerns.

If you are unhappy with the outcome your feedback has received you may contact or speak with the staff member's manager or the Chief Executive Officer.

The Shire encourages you to express your views on the services provided. By telling us what services have been beneficial and how others could be improved, we can ensure our standard of customer service will meet your expectations.

1.8 HONORARY CITIZEN OF THE SHIRE

Objective:	**To honour outstanding community members.**		
Date of adoption:	13 October 2008	***Minute No***	081008
Date of amendment:	16 July 2015	***Minute No***	150706
Date of last review:	15 October 2020		
Legislative References:			
Internal References:			

POLICY STATEMENT

The Council believes that there is a need for the Shire, on behalf of the community, to recognise the unique contribution that some members of the community make to the Shire district.

The highest honour the Council may bestow is an 'Honorary Citizen of the Shire' to be awarded for exceptional service that advances the goals of the Shire and the personal contribution given in pursuit of benefits for the community.

The conferring of the title Honorary Citizen of the Shire upon a person does not grant to them any right or privilege other than that of permitting the person to designate himself or herself by the title so conferred.

A suitable inscribed memorial is presented to the conferee.

The Honour may only be bestowed by a resolution of the Council carried by an absolute majority.

A nomination can be made at any time and only by a serving elected member, who is responsible for providing a detailed submission regarding the nominee in order that the Council may make an informed decision. The nomination must be seconded by another member of the Council.

ELIGIBILITY CRITERIA

Nominees for the conferring of the title 'Honorary Citizen of the Shire' should be residents, or past residents of the Shire, who have given distinguished service to the Shire and/or the community over a long period, preferably in more than one capacity.

SELECTION CRITERIA

Nominees will be judged on their record of service to the community. The selection criteria are to include:

(a) Length of service in a field (or fields) of activity;
(b) Level of commitment to the field (or fields) of activity;
(c) Personal leadership qualities;
(d) Benefits to the Shire and/or community resulting from the person's achievements; and
(e) Special achievements of the nominee.

<u>Formal conferring of the title</u>

The formal conferring of the title is to be carried out at a reception held by the Shire. The decision on the occasion and format of the reception shall rest with the President, in consultation with the CEO.

NOMINATION FORM

FOR THE CONFERRING OF THE TITLE 'HONORARY CITIZEN OF THE SHIRE'

The information contained in this document is strictly confidential

Nomination for the conferring of the title
'HONORARY CITIZEN OF THE SHIRE'

Dear Sir/Madam

I hereby nominate

_____
(Full Name)

_____
(Address)

for the conferring of the title 'Honorary Citizen of the Shire'.

In support of this recommendation I supply the information set out on the following pages.

Yours faithfully

_____ _____
(Name) (Date)

TO: The Chief Executive Officer
Shire of Broomehill-Tambellup
46-48 Norrish Street
TAMBELLUP WA 6320

DETAILS OF PERSON SUBMITTING NOMINATION

The following information about the person submitting this recommendation is needed to enable officers of the Shire of Broomehill-Tambellup to seek further details, if required. In addition to completing the full details below, please indicate, in the box provided, your preferred address for further contact.

NAME (IN FULL): _____

HOME ADDRESS: _____

_____

TELEPHONE NO: _____

OCCUPATION: _____

BUSINESS ADDRESS: _____

_____

TELEPHONE NO: _____

DETAILS OF PERSON BEING NOMINATED FOR THE TITLE

Please provide a biographical profile of the person you are nominating by completing the section below and by providing the details requested. If insufficient space is available, please attach a separate statement.

SURNAME: _____

GIVEN NAMES: _____

HOME ADDRESS: _____

TELEPHONE NO: _____

OCCUPATION: _____

BUSINESS ADDRESS: _____

TELEPHONE NO: _____

AWARDS AND/OR
DEGREES, ETC: _____

_____

_____

_____

_____

DATE AND PLACE
OF BIRTH: _____

Please set out below details of the activities undertaken by the person you are nominating and the reasons why you consider he or she should receive recognition from the Council of the Shire of Broomehill-Tambellup by the conferring of the title 'Honorary Citizen of the Shire'.

The names and addresses of individuals and/or organisations able to support your recommendation should also be provided.

_____

_____

_____

_____

1.9 ** POLICY REPEALED **

Council Policy 'Dealing with Unreasonable Customers' repealed 17 November 2022

1.10 iPAD OR TABLET POLICY FOR COUNCILLORS AND STAFF

Objective:	**Establishment of an agreement for Councillors and Staff who are provided with an iPad or tablet, which will have regard for usage, ownership and financial implications.**		
Date of adoption:	20 December 2012	***Minute No***	121206
Date of amendment:	15 October 2020	***Minute No.***	201004
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995*		
Internal References:	Code of Conduct for Council Members, Committee Members and Candidates Code of Conduct for Employees		

PURPOSE

The purpose of this policy is to establish a usage agreement for all Councillors and Staff of the Shire of Broomehill-Tambellup who are supplied with an iPad or tablet (device).

The aim of the policy is to ensure that all Councillors and Staff understand the terms and conditions associated with the provision of a device for the Council or staff use.

POLICY

Ownership

The devices will be distributed to all Councillors, Chief Executive Officer and Manager of Finance & Administration, Manager of Works and Strategic Support & Projects Officer. The devices remain the property of the Shire of Broomehill-Tambellup for the duration of a Councillors term or Staff members' employment. The ownership of the device is transferred to

(a) Councillors as a parting gift upon retirement or resignation from office subject to one full four year term being served;
(b) Applicable staff members as a parting gift upon resignation or retirement subject to a minimum of four years' service with the Council.

The Council may from time to time agree to amend the timeframe in exceptional circumstances.
Should a Councillor or staff member not wish to retain the device, it may be returned to the Council in which case it will be restored to factory settings and any personal information will be removed.

Data/Internet Package

Each device will be provided with a Telstra data pack (sim card) which shall at all times remain the property of the Shire of Broomehill-Tambellup. The monthly fee for this service will be paid for by the Council from Members Expenses. Upon retirement or resignation, the sim card for the service shall be returned so it can be used for incoming Councillors or Staff.

Terms and Conditions
The following terms and conditions must be adhered to at all times:-

(a) All applications (Apps) whether for private or Council/work use are to be purchased privately using a personal credit card or iTunes voucher.
(b) A Telstra data pack will be provided, and paid for, by the Shire of Broomehill-Tambellup.
(c) When Councillors and Staff are in the Tambellup Administration Building, internet access will be provided by connecting to the Councils wi-fi. Access information will be provided upon request. To ensure the integrity of the Councils computer network, the password for the wi-fi must never be disclosed to another party.
(d) Devices may be used for private use for both Councillors and Staff in terms of accessing emails, downloading music, utilising the camera features etc.
(e) Devices must not be used to access any information, applications or videos that are deemed inappropriate.
(f) If a device is damaged or lost, the Council may determine that the Councillor or staff member is liable for the replacement or repairs.

Reimbursement
Any applications (Apps) that are purchased from the App Store by Councillors or Staff members and are deemed imperative for operational use by the Chief Executive Officer may be reimbursed. Approval must be granted by the CEO for the reimbursement of Apps prior to purchase.

Documents relating to council use
All documents required for Council and Committee meetings, information bulletins and Council Corporate documents will be uploaded into the 'Docs on Tap' App.

The agenda for all Council meetings is required to be available 72 hours prior to the meeting *(Local Government Act 1995 s 5.5(1)).* Councillors will receive an email or SMS on the Friday prior to the ordinary Council meeting advising that the agenda is available for viewing.

Councillors will be advised by email or SMS that new documents have been uploaded into Docs on Tap. It is the responsibility of the individual Councillor to ensure that they have read all information uploaded into the App. Any problems should be reported to the CEO immediately.

1.11 ELECTED MEMBER TRAINING AND PROFESSIONAL DEVELOPMENT

Objective:	**To enable Elected Members to develop and maintain their skills and knowledge relevant to their role as a representative of the Shire of Broomehill-Tambellup.**		
Date of adoption:	21 March 2013	***Minute No***	131306
Date of amendment:	21October 2021	***Minute No***	211009
Date of last review:	21 October 2021		
Legislative References:	*Local Government Act 1995* *s5.127 Report on training and,* *s5.128 Policy for continuing professional development*		
Internal References:			

PURPOSE
To enable Elected Members to develop and maintain skills and knowledge relevant to their role as a representative of the Shire of Broomehill-Tambellup.

STATEMENT
Elected Members are encouraged to attend appropriate Conferences and Training to enable them to be more informed and better able to fulfil their duties of Office.

The Shire of Broomehill-Tambellup recognise the importance of providing Elected members with the knowledge and resources that will enable them to fulfil their role in accordance with statutory compliance and community expectations and make educated and informed decisions.

Pursuant to the *Local Government Act 1995*, Elected Members must complete Council Member Essentials which incorporates the following training units:

(a) Serving on Council;
(b) Understanding Local Government;
(c) Conflicts of Interest;
(d) Understanding Financial Reports and Budgets; and
(e) Meeting Procedures and Debating.

All units and associated costs will be paid for by the Shire and must be completed in the twelve months immediately following election of the Elected Member. The training is valid for a period of five years.

Additionally, the Shire will publish, on the Shire's website, training undertaken by all Elected Members pursuant to the *Local Government Act 1995*.

ANNUAL CONFERENCE AND TRAINING EXPENSE ALLOCATION
Funding provision for Conference and Training Expenses shall be made in the Annual Budget.
The provision will be sufficient to allow for attendance by all Councillors at the annual Western Australian Local Government Association conference.

In addition to the annual budget allocation Council may include sufficient to cover the attendance by:
(a) the President at the Annual National Congress;
(b) two elected members at the National Roads Congress.

APPROVAL

Elected Members may attend conferences and training:

(a) following approval by the Council where such approval is required; or
(b) by informing the Chief Executive Officer in advance of attendance.

CONFERENCES AND TRAINING THAT MAY BE ATTENDED

The Conferences and Training to which this Policy applies shall generally be limited to the following:

(a) West Australian Local Government Association and Australian Local Government Association conferences.
(b) Special 'one off' conferences called for or sponsored by the West Australian Local Government Association and/or Australian Local Government Association on important issues.
(c) Annual conferences of the major professions in local government and other institutions of relevance to local government activities.
(d) West Australian Local Government Association Elected Member Training and Development.
(e) Training relating to the role of Elected Members.
(f) Other local government-specific training courses, workshops and forums, relating to such things as understanding the roles/responsibilities of Elected Members, meeting procedures, etc.

PAYMENT OF CONFERENCE AND TRAINING EXPENSES

Payment from Conference and Training Expense Allocation:

The Shire will pay Conference or Training expenses where the Elected Member has been authorised to attend and there is sufficient funds remaining within the Elected Member's Annual Conference and Training Expense Allocation.

Booking Arrangements:

Registration, travel and accommodation for Elected Members will be arranged through the administration office for travel and accommodation being provided. In general, all costs including airfares, registration fees and accommodation will be paid direct by the Shire. The main exception relates to the payment of daily allowances in lieu of accommodation as considered in 6.8.

Support Activities:

The Shire will pay all costs for Elected Members that are charged by organisers for support activities, including those costs relating to official luncheons, dinners and tours/inspections that are relevant to the conference and training event.

Accommodation:

(a) The Shire will pay reasonable accommodation costs for Elected Members including the night before and/or after the Conference and Training event where this is necessary because of travel and/or the Conference and Training event timetables which make it unreasonable to arrive at or return home in normal working hours.
(b) Accommodation shall normally be booked at the Conference and Training venue or, where unavailable, at a similar-rated accommodation in the vicinity of the Conference and Training venue.

Travel:

(a) Where travel is involved, the travel is to be undertaken with all due expedition by the shortest most practical route, to and from the Conference and Training venue. All reasonable travel costs for Elected Members to and from the venue/accommodation will be met by the Shire.
(b) Where air travel is involved, approval to attend should ideally be sought as soon as practicable to departure to facilitate booking arrangements.
(c) All air travel within Australia shall be by Economy Class.
(d) If accommodation is at the Conference or Training venue, or in close proximity, taxis should be used for reasonable travel requirements. Where necessary, a hire car may be arranged for the conduct of Council business. Costs of taxi fares, vehicle hire and parking, which are reasonable, required and incurred in attending Conferences and Training, will be reimbursed by the Shire.
(e) Where, in particular circumstances, Elected Members desire to travel interstate or intrastate by private motor vehicle, they will be reimbursed for vehicle costs in accordance with the local

government kilometre allowance up to an equivalent amount that would have been expended had arrangements been made to travel by air.

Reimbursement of Expenses:

(a) An Elected Member attending a Conference and Training event is entitled to be reimbursed for 'normally accepted' living costs while travelling. Such living costs would include, but are not limited to:

- meals and refreshments for the Elected Member (that are not covered by the conference and Training registration costs);
- dry-cleaning and laundry expenses; and
- reasonable telephone, internet and facsimile charges.

(b) Elected Members will generally not be reimbursed for the cost of meals or refreshments for other people. The main exception is where it is indicated that the meal or refreshment provided to another person is in response to a meal or refreshments previously received.

(c) Expenses will generally be reimbursed from the time an Elected Member leaves home to attend an event to the time the Elected Member returns home. Should an Elected Member extend a visit by leaving prior to the time necessary to arrive for the event or return after the time at which the Elected Member could have returned following the event, reimbursements will be paid:

- for the days of the Conference and Training event only; and
- for the cost of travel to and from the airport to the accommodation to be used for the Conference and Training.

(d) Where a visit is extended, as discussed in paragraph 6.6(c), an Elected Member may stay for the period of the extension in different accommodation to that used for the attendance at the Conference and Training event. In such situations, the reimbursement of taxi fares will be to the estimated cost of travel between the Conference and Training event's accommodation and the airport. The Elected Member will be required to pay any greater amount.

(e) Where an Elected Member does not require paid accommodation for a Conference and Training event because the Elected Member is able to source accommodation from another party (the hosts), the Elected Member is entitled to be reimbursed for meal and refreshment costs provided to the hosts up to the amount that would have been incurred had paid accommodation been used.

(f) Where an Elected Member attends two Conference and Training events and there is a gap of no more than three days between the conclusion of the first event and the start of the second event, the Elected Member shall be entitled to reasonable accommodation expenses and the reimbursement of 'normally accepted' living costs during that 'gap' period. If the gap is greater than three days, only three days reimbursement can be claimed.

Elected Member/Delegate Accompanying Person:

(a) Where an Elected Member is accompanied at a Conference and Training event, all costs for or incurred by the accompanying person, including, but not limited to, travel, meals, registration and/or participation in any event programs, are to be borne by the Elected Member/ accompanying person and not by the Shire. The exception to the above being the cost of attending any official Conference and Training organised partner programs and dinner where partners would normally attend.

(b) The Shire will administer the registration and payment process for the accompanying person if the relevant forms have been completed.

(c) Where the Shire meets an account containing any expenditure or cost incurred on behalf of an accompanying person attending, such expenditure must be repaid to the Shire by the Elected Member/accompanying person within 30 days of being invoiced for such expenditure following the conclusion of the Conference and Training event.

Guidelines for Conference and Training Attendance:

(a) Generally, no more than two Elected Members may attend a particular Conference or Training event outside Western Australia at the same time. The Chief Executive Officer or the Council may, however, approve attendance by more than two Elected Members if a particular purpose or need arises.

(b) Elected Members will only be registered for conference and training events itemised in this Policy, if there is sufficient funds in the annual budget to meet the costs. Where there are insufficient funds to meet the cost of the Conference and Training, Council approval must be obtained before attendance if the costs are going to be claimed.

REPORT

Upon return from any intrastate or interstate Conference and Training event as detailed within this policy, where registration and other associated costs are met by the Shire of Broomehill-Tambellup, the attending Elected Member is required to prepare a report which is to be circulated to all Elected Members within one month.

1.12 WORKFORCE PLANNING AND MANAGEMENT

Objective:	**To demonstrate that the Shire is committed to ensuring that strategic, operational and legislative objectives are met by effective workforce planning and resourcing to demonstrate compliance with the Integrated Planning requirements of the *Local Government Act (1995) Regulation s5.56(2)***		
Date of adoption:	21 March 2013	***Minute No.***	130308
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995* *s5.56(2) A government is to ensure that plans made under subsection (1) are in accordance with any regulations made about planning for the future of the district.*		
Internal References:	Shire of Broomehill-Tambellup Workforce Plan Shire of Broomehill-Tambellup Corporate Business Plan Shire of Broomehill-Tambellup Strategic Resource Plan Shire of Broomehill-Tambellup Strategic Community Plan		

POLICY STATEMENT

The Shire of Broomehill-Tambellup considers workforce planning to be an essential management function in its operations. They recognise that the achievement of all goals and objectives are reliant on the appropriate capacity, skills, knowledge of the workforce.

The Council is committed to resourcing workforce requirements through its integrated planning processes. The Council also recognises that the responsibility for managing people lies with the person who has the executive responsibility for the objectives of the service/activity/ function of their division.

DEFINITION OF WORKFORCE PLANNING

Workforce planning is a continuous process of shaping the workforce to ensure it is capable of delivering organisational objectives into the future. It provides the framework for assessing the demand and supply of the workforce and aims to have the right people in the right place at the right time to affect the delivery of organisational goals, resourced through effective long term financial and business plans.

MANDATE

The Shire will ensure the Workforce Plan addresses current and future best practice human resource management practices that include:

(a) effective and efficient recruitment and retention;
(b) role and responsibility definition and appropriate performance management;
(c) support and encouragement for staff to perform;
(d) staff training and development;
(e) legislative compliance;
(f) staff health and wellbeing (OSH) ; and
(g) flexibility in employment and work practices to meet organisational and employee needs.

RESPONSIBILITIES

(a) Executive, managers and supervisors have the responsibility and accountability for ensuring that all staff are managed appropriately within their own work areas;

(b) In each of these areas, current and future demand and supply should be assessed as part of the annual and strategic planning cycles;

(c) All managers will ensure effective setting of KPIs and performance criteria for their staff that will meet relevant organisational objectives;

(d) Staff appraisals will incorporate training and development plans to ensure the current and future skills and knowledge needs are met wherever practicable, with gaps and omissions reported to the CEO or other designated officer for inclusion in the Workforce Planning process;

(e) The Corporate services team will collect and monitor relevant workforce data and statistics;

(f) The relevant organisational planning and performance monitoring personnel will research and relevant workforce data, demographics and trends as part of the integrated planning cycle; and

(g) All Elected Members and officers involved in organisational, operational or project planning will ensure that workforce implications are considered and included in all strategic or operational plans.

REQUIRED OUTCOME

Monitor and Review

The Shire will implement a robust reporting and recording system that will be regularly monitored to ensure human resource supply and demand management is appropriately implemented and sustained across the organisation and there is ongoing identification of issues and trends.

Workforce planning key performance indicators, relating to both organisational and personal performance will be developed, implemented and monitored by the Shire's Executive and the Council as appropriate and reported as required, being mindful of human resource management confidentiality requirements.

1.13 ASSET MANAGEMENT

Objective:	**To ensure that services provided by the Shire of Broomehill-Tambellup continue to be delivered in a sustainable manner by ensuring that assets used to support the service delivery, continue to function to the level of service determined by the Council.** **It will also provide clear direction as to how the Council, as custodians of Community assets, will manage those assets within an Asset Management Framework.**		
Date of adoption:	21 March 2013	***Minute No.***	130322
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995*		
Internal References:	Shire of Broomehill-Tambellup Asset Management Improvement Strategy Shire of Broomehill-Tambellup Strategic Resource Plan		

POLICY

To achieve the policy objective, the Shire of Broomehill-Tambellup is committed to ensuring that Asset Management is recognised as a major corporate function within the Council and that staff are committed to supporting the function in line with this policy.

The Shire is committed to making informed decisions in relation to its assets. To achieve this, the Shire has prepared an Asset Management Improvement Strategy that will guide the implementation of asset management practices across the organisation. The major outcome being the adoption by the Council of an Asset Management Plan for the following classes of assets:-

(a) Roads;
(b) Pathways;
(c) Buildings;
(d) Storm water;
(e) Parks and reserves; and
(f) Other assets (including plant and equipment).

The Asset Management Plan will form part of the Shire's day-to-day business practices. It will define the level of service to be provided and will be used to make informed decisions in relation to considering the need to maintain or renew existing assets, acquire new assets, upgrade existing assets or dispose of assets to support service delivery.

The Asset Management Plan will be prepared in accordance with the IPWEA's International Infrastructure Manual recommended format and will include long term (20 year) financial modelling of the renewal profile of each asset class and will be underpinned by the long term financial plan.

The Shire of Broomehill-Tambellup has limited resources and is the custodian of a large number of assets, many of which have reached or gone beyond their economic life.

In making informed decisions in relation to assets, the Council will consider the following key principles:-

1. Philosophy of renewing assets before acquiring new assets and, where possible, rationalising assets that are no longer used or do not provide the necessary level of service defined for that asset;
2. Prior to consideration of any major refurbishment or improvement to an asset, a critical review of the following shall occur as part of the evaluation process:-

    (a) Need for the facility (short and long term);
    (b) Legislative requirements;
    (c) Opportunities for rationalisation;
    (d) Future liability including ultimate retention/disposal; and
    (e) Opportunities for multiple use.

3. All capital works projects will be evaluated in accordance with a capital evaluation model and take into account capital cost, ongoing cost of maintenance, refurbishment, replacement and operating cost ('whole of life' cost assessment). Projects will be assessed against the objectives and priorities within corporate planning documents, including the Strategic Community Plan, Plan for the Future and Asset Management Plan.
4. In respect to road infrastructure, the Council will aim to maximise state and federal grants and recognise the need to allocate sufficient local government funds on road projects in each year to support this aim.

RESPONSIBILITY AND REPORTING

Council – is responsible for approving (including amendments to) the following documents:-
(a) Asset Management Policy;
(b) Asset Management Improvement Strategy; and
(c) Asset Management Plan.

The Council is also responsible for ensuring (upon recommendation from the CEO) that sufficient resources are allocated to achieve the objectives of the above documents.

In adopting asset management plans, the Council is also determining the Level of Service for each asset class.

Chief Executive Officer (CEO) – is responsible for ensuring that systems are in place to ensure that the Councils Asset Management Policy, Asset Management Improvement Strategy and Asset Management Plan are prepared and kept up to date, reviewed at least annually and that recommendations are put to the Council in relation to appropriate resource allocation to fulfil the objectives of the above documents. The CEO reports to the Council on all matters relating to asset management.

Managers – are responsible for supporting the allocation of staff to the Asset Management Working Group and ensuring that resources under their control are appropriately allocated to achieving the Asset Management Improvement Strategy. All Managers report to the CEO on all matters relating to the implementation of Asset Management Plans under their area of control.

1.14 ASSET CAPITALISATION THRESHOLDS

Objective:	**To establish a minimum threshold amount for the recognition of non-current assets.**		
Date of adoption:	18 April 2013	***Minute No.***	130404
Date of amendment:	15 October 2020	***Minute No***	201004
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996*		
Internal References:			

POLICY

For reasons of practicality, the following materiality thresholds will be applied for the recognition of non-current assets:-

(a) Land – all purchases are capitalised, with the exception of land resumed for public works if the resumption cost is less than $5,000.

(b) Buildings – expenses totalling less than $5,000 on any one building in any year need not be capitalised.

(c) Furniture & Equipment – expenses totalling less than $5,000 on any one item in any year need not be capitalised.

(d) Plant & Equipment - expenses totalling less than $5,000 on any one item in any year need not be capitalised.

(e) Infrastructure – expenses totalling less than $5,000 on any one item in the following classes in any year need not be capitalised:-

- Roads;
- Bridges;
- Drainage;
- Footpaths;
- Parks and Gardens;
- Other Infrastructure.

(f) Works in Progress – amounts shown in the above classes are applicable to all works in progress.

Purchases below the capitalisation threshold will be expensed in the year of purchase.

DEFINITION

The 'Western Australian Local Government Accounting Manual' states that an 'asset' by definition is:-
'An Asset is considered to be a resource controlled by the local government as a result of past events and from which future economic benefits are expected to flow to the local government.'

By this definition, an asset does not require the local government to actually own the property, plant or equipment for it to be classified as an asset. The local government only needs to have control of the item and be able to direct its use to achieve its strategic goals and receive future benefits from its use.

1.15 COMMUNITY ENGAGEMENT

Objective:	**To affirm the Council's commitment to the principals of community engagement and consolidate and enhance its practice.**		
Date of adoption:	18 April 2013	***Minute No***	130407
Date of amendment:	20 August 2015	***Minute No***	150806
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995* *Planning and Development Act 2005*		
Internal References:	Shire of Broomehill-Tambellup Strategic Community Plan Policy 1.23 Public Relations – Press Releases Management Practice 1.6 Community Engagement Framework Shire of Broomehill Town Planning Scheme No. 1 Shire of Tambellup Town Planning Scheme No. 2		

PURPOSE

Effective community engagement allows us to tap into wider perspectives, sources of information and potential solutions to improve decisions and services. It also provides the basis for productive relationships, improved dialogue and deliberation, and ultimately, better democracy.

The Shire of Broomehill-Tambellup commits to using community engagement to:

(a) Strengthen relationships between the council and the community by allowing for clear and honest communication, improving the understanding of each other's opinions, concerns, restrictions and strengths;

(b) Help encourage ownership within the community over strategies, projects and decisions. This community ownership can support long-term sustainability of projects and initiatives;

(c) Helping the council develop an understanding of the make-up, characteristics, needs and priorities of the community; and

(d) Searching for solutions, information, and opportunities that the council could not develop on its own. There is a wealth of information within the community and engagement allows the council to access this for the development of strategies and policies.

It is important that the community understands that there are many factors that impact on a council decision being made.

Factors such as financial and resource considerations, political directives and environmental and social concerns all play important roles in the decision making process.

The level of engagement that is selected for the process will also impact on how the data is used within the council and the decision-making process.

If a difference occurs between community input and the council's final decision, the reasons will be clearly and unambiguously stated.

SCOPE

When will community engagement be used?

Different issues and situations will require different engagement levels and methods. Different levels of decision making requiring different approaches to consultation include:

(a) **Site specific** – matters about a particular site such as a change in use or sale of a property, excluding matters that need to be decided under the *Planning and Development Act 2005*;
(b) **Area improvement** – Matters that affect people in a specific area or neighbourhood;
(c) **Service planning for entire municipality** – To develop or improve a service that would see a significant change in the level of service;
(d) **Policy development** – To develop or improve policies or the council's position on particular matters. This does not include internal operating matters;
(e) **Key strategic issues/major development** – A project that, because of its size, could impact on the finances or the future of the whole municipality;
(f) **Strategic plans for the shire** – Establishing the decision-making framework for the council, for example, the Corporate Plan;
(g) **Legislative requirements** – this refers to all prescribed activity under the *Local Government Act (1995)* and any other relevant Acts.

Community engagement methods

The five levels of engagement used within the Shire of Broomehill-Tambellup are based on the IAP2 spectrum for public participation and are detailed below;

Inform

Goal: To provide the public with balanced and objective information to assist them in understanding the problem, alternatives, opportunities and/or solutions;
Promise: We will keep you informed;
Examples: Fact sheets, websites, open houses, media campaigns, project bulletins.

Consult

Goal: To obtain public feedback on analysis, alternatives, and/or decisions;
Promise: We will keep you informed, listen to and acknowledge concerns and aspirations, and provide feedback on how public input influenced the decision;
Examples: Public comment, focus groups, surveys, public meetings, targeted feedback (eg specific stakeholders).

Involve

Goal: To work directly with the public throughout the process to ensure that public concerns and aspirations are consistently understood and considered;
Promise: We will work with you to ensure that your concerns and aspirations are directly reflected in the alternatives developed and provide feedback on how public input influenced the decision;
Examples: Workshops, project/strategy planning, steering committees, deliberative polling.

Collaborate

Goal: To partner with the public in each aspect of the decision including the development of alternatives, and the identification of the preferred solution;
Promise: We will look to you for advice and innovation in formulating solutions and incorporate your advice and recommendations into the decisions to the maximum extent possible;
Examples: Community advisory committees.

Empower

Goal: Public make recommendations to the Council;
Promise: The Council will consider the recommendations;
Examples: The Council committees with delegated decision-making authority.

The IAP2 Spectrum includes 'empower' as level of community engagement, whereby final decision making is in the hands of the public. Under the Local Government Act 1995, the only way community members could make decisions would be if Council delegated decision-making authority to a committee in accordance with Section 5.8 of the Act, and this is permissible for matters that relate to Shire property or a Shire event. Therefore the Shire will not use the Empower category in its Community Engagement Matrix.

POLICY

The Shire of Broomehill-Tambellup **must** use community engagement methods when:

(a) It is required by legislation;

(b) An issue may have potential impacts on the health, safety or well-being of any community member.

The Shire of Broomehill-Tambellup **should** use community engagement methods when:

(a) Any proposed changes will impact on current users or customers of a council service or facility;

(b) Any proposed changes will affect the rights or entitlements of community members, including minority groups;

(c) There is potential impact on surrounding neighbours;

(d) It wants to identify community issues, needs and priorities;

(e) It wants to monitor customer satisfaction with the council's services facilities;

(f) There is a level of controversy or conflict or sensitivity about a particular issue;

The council is committed to ensuring that all community engagement processes will be delivered in a manner that allows community members to identify the issue and input into the process. The Council aims for the participation of 10% of residents, and a minimum of two documented community engagement mechanisms will be used.

The official consultation period, during which the council will receive submissions on documents, strategies and policies, will be a minimum of three weeks and a maximum of six. This is in addition to the community engagement period that is conducted prior to the development of the document.

The community will receive a minimum of two weeks' notice for any community engagement methods that requires them to attend or participate in events outside their ordinary routine.

Where appropriate, community engagement methods will be held at various locations throughout the shire.

We commit to the following level of engagement appropriate for each circumstance.

	Strategic plan	Policy development	Site specific	Service planning	Area improvement	Legislative requirements
Inform	**1**	**3**	**1**	**2**	**1**	**1**
Consult	**2**	**3**	**3**	**2**	**2**	**3**
Involve	**3**	**3**	**3**	**3**	**3**	**3**
Collaborate	**4**	**4**	**4**	**4**	**3**	**5**
Empower	**5**	**5**	**5**	**5**	**5**	**5**

1 = every time

2 = in most circumstances
3 = depending on program/issue/timing
4 = on the odd occasion
5 = very rarely

The Shire of Broomehill-Tambellup is also committed to ensuring that data and information gathered via community engagement methods forms a vital component of its decision-making process.

Use of information and data
There are many factors that impact on a council decision being made. Factors such as financial and resource considerations, political directives and environmental and social concerns all play important roles in the decision making process.

The level of engagement that is selected for the process will also impact on how the data is used within the council and the decision-making process. If a difference occurs between community input and the council's final decision, the reasons will be clearly and unambiguously stated.

As part of its commitment to the effectiveness of engagement, the council's associated decision-making process will be evaluated after a final decision has been made.

Community engagement information and data will also be used within the organisation where appropriate. This is of course except for information that is restricted due to privacy considerations.

RELATED POLICIES
Policy 1.23 Public Relations - Press Releases

RELATED LEGISLATION
***Planning and Development Act 2005*, Shire of Broomehill Town Planning Scheme No. 1, Shire of Tambellup Town Planning Scheme No. 2**
The Shire of Broomehill-Tambellup has a number of obligations under the above to advertise or 'give notice' of planning applications and amendments to the Town Planning Schemes which are set out under the *Planning and Development Act 2005*.

REFERENCES
Management Practice 1.6 Community Engagement Framework

1.16 RISK MANAGEMENT

Objective:	**To ensure compliance with the Integrated Planning requirements of the *Local Government Act (1995)* Section 5.56(2), *Local Government (Audit) Regulations 1996* amended 2013 and Section 7.2 of the Western Australian Local Government Accounting Manual – Internal Control Framework.**		
Date of adoption:	15 May 2014	***Minute No***	140505
Date of amendment:	15 October 2020	***Minute No***	201004
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995 section 5.56(2)* *Local Government (Audit) Regulations 1996 r17*		
Internal References:	Shire of Broomehill-Tambellup Organisational Risk Management Guidelines WA Local Government Accounting Manual - Internal Control Framework - Section 7.2		

POLICY STATEMENT

The Shire is committed to organisation-wide risk management principles, systems and processes that ensure consistent, efficient, and effective assessment of risk in all planning, decision making and operational processes. This will ensure compliance with the Integrated Planning requirements of the *Local Government Act (1995)* section 5.56(2), *Local Government (Audit) Regulations 1996* and Section 7.2 of the Western Australian Local Government Accounting Manual – Internal Control Framework.

DEFINITION OF RISK

AS/NZS ISO 31000: 2018 defines risk as 'the effect of uncertainty on objectives.'

(a) A risk is often specified in terms of an event or circumstance and the consequences that may flow from it.
   - ~ An effect may be positive, negative, or a deviation from the expected;
   - ~ An objective may be financial, related to health and safety, or defined in other terms.

(b) Risk Management is defined as the application of coordinated activities to direct and control an organisation with regard to risk.

PRINCIPLES – FRAMEWORK - PROCESS

The Shire of Broomehill-Tambellup considers risk management to be an essential management function in its operations. They recognise that the risk management responsibility for managing specific risks lies with the person who has the responsibility for the function, service or activity that gives rise to that risk.

Council is committed to the principles, framework and process of managing risk as outlined in AS/NZS ISO 31000:2018.

The Shire will manage risks continuously using a process involving the identification, analysis, evaluation, treatment, monitoring and review of risks. It will be applied to decision making through all levels of the organisation in relation to planning or executing any function, service or activity.

In particular it will be applied to:

(a) Strategic and operational planning;
(b) Expenditure of large sums of money ;
(c) New strategies and procedures;
(d) Management of projects, tenders and proposals;
(e) Introducing significant change; and

(f) The management of sensitive issues.

Risk management objectives:

(a) The achievement of organisational goals and objectives;
(b) Compliance with Local Government Act (1995) Regulation S5.56(2);
(c) The ongoing health and safety of all employees at the workplace;
(d) Ensuring public safety within the Council's jurisdiction is not compromised;
(e) Limited loss or damage to property and other assets;
(f) Limited interruption to business continuity;
(g) Positive public perception of the Council and the Shire;
(h) Application of equal opportunity principles in the workforce and the community.

RESPONSIBILITIES

(a) Executives, managers and supervisors have the responsibility and accountability for ensuring that all staff effectively manage the risks within their own work areas. In each of these areas, risks should be anticipated and reasonable protective measures taken;
(b) All managers will encourage openness and honesty in the reporting and escalation of risks;
(c) All staff will be encouraged to alert management to the risks that exist within their area, without fear of recrimination;
(d) All staff will, after appropriate training, adopt the principles of risk management and comply with all policies, procedures and practices relating to risk management;
(e) All staff and employees will, as required, conduct risk assessments during the performance of their daily duties. The level of sophistication of the risk assessment will be commensurate with the scope of the task and the associated level of risk identified;
(f) Failure by staff to observe reasonable directions from supervisors regarding the management of risks and/or failure of staff to take reasonable care in identifying and treating risks in the workplace may result in disciplinary action;
(g) It is the responsibility of every department to observe and implement this policy in accordance with procedures and initiatives that are developed by management from time to time; and
(h) The Council is committed morally and financially to the concept and resourcing of risk management.

MONITOR AND REVIEW

The Organisation will develop and implement a robust reporting and recording system that will be regularly monitored to ensure closeout of risks and identification of ongoing issues and trends.
Risk management key performance indicators, relating to both organisational and personal performance will be developed, implemented and monitored, by the Shire's Executive and the Council as appropriate.

Significant or Extreme Risks will be reported to the Council Audit and Risk Committee and reviewed to determine appropriate treatments or whether to continue with the activity or service from which the risk arises.

1.17 CORPORATE CREDIT CARDS

Objective:			
Date of adoption:	18 September 2014	***Minute No.***	140904
Date of amendment:	20 May 2021	***Minute No:***	210510
Date of last review:	20 May 2021		
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996 r11(1)(a)*		
Internal References:	Management Practice 4.2 – Employee Corporate Credit Cards Policy 3.1 Purchasing Policy		

POLICY STATEMENT

Corporate credit cards can deliver significant benefits through improved administrative practices and more effective cash management. They can, however, also expose a local government to significant risks if not properly controlled. These risks can be minimised by implementing policies to control their use. Credit cards can be a more efficient purchasing method than that of formal methods in some circumstances. It can reduce administration costs, and the need to carry cash.

It is important to have a communication strategy that informs new employees and reminds existing employees of the policies that govern the use of credit cards.

Advantages of Corporate Credit Cards

When used correctly, a credit card can –

(a) eliminate or reduce time spent on paper based ordering and payments;
(b) reduce administrative costs;
(c) reduce the number of payments made per month;
(d) provide a useful resource in remote and emergency situations;
(e) reduce the need to carry cash on the premises; and
(f) provide an effective audit trail of expenditure.

LEGISLATION

The use of credit cards is not specifically mentioned in the *Local Government Act 1995*, however the following sections of the Act impact the use and control of corporate credit cards –

(a) Section 2.72(2) (a) and (b) requires the Council to oversee the allocation of the local governments finances and resources and to determine the policies of the local government.
(b) Section 6.5(a) requires the CEO to ensure proper accounts and records of the transactions and affairs of the local government are kept in accordance with regulations.

Local Government (Financial Management) Regulations 1996 r11(1)(a) requires local governments to develop procedures for the authorisation of, and the payment of, accounts to ensure that there is effective security for, and properly authorised use of cheques, credit cards, computer encryption devices and passwords, purchasing cards and any other devices or methods by which goods, services, money or other benefits may be obtained.

The *Local Government Act 1995* does not allow for the issue of Corporate Credit Cards to elected members. There are no provisions within the Act which allow an elected member to incur a debt, as would be the case with a credit card.

Policies and Procedures Governing the Use of Corporate Credit Cards

Management Practice 4.2 – Employee Corporate Credit Cards provides guidance for the use of corporate credit cards by the CEO, Managers and Governance and Executive Assistant; and authorises the CEO to establish procedures controlling the use of credit cards.

GENERAL

Corporate Credit Cards shall only be issued to the Chief Executive Officer, Managers and the Governance and Executive Assistant.

(a) Each officer shall sign an agreement which sets out the card holders responsibilities and legal obligations when using the credit card –

(b) a register of all current cardholders shall be kept which includes card number, expiry date of the credit card, credit limit and details of goods and services the cardholder has authority to purchase;

(c) in the event of their employment ceasing, the cardholder is to return the credit card for destruction;

(d) if a card is lost or misplaced the cardholder shall notify the Chief Executive Officer immediately to enable the loss to be reported and to arrange a replacement card;

(e) credit cards should never be transferred to other users;

(f) any reward schemes such as Fly Buys will be to the benefit of the Council and not the employee;

(g) what action is to be taken in the event that a cardholder fails to comply with this policy.

PURCHASING

(a) corporate credit cards are only to be used for purchasing goods and services on behalf of the local government which have been authorised in the current annual budget;

(b) card holders should ensure that suppliers record an adequate description of goods or services on the tax invoice to ensure appropriate levels of accountability. Appropriate documentation should be obtained to ensure that the purchase can be verified to the satisfaction of the CEO. Wherever possible, a tax invoice must be obtained;

(c) cardholders must adhere to 3.1 Purchasing Policy;

(d) personal expenditure is prohibited;

(e) under no circumstances shall a Corporate Credit Card be used for cash withdrawals;

(f) all corporate credit cards issued shall have a maximum limit of $5,000;

(g) where a cardholder undertakes purchases by way of facsimile, telephone or over the internet a tax invoice or receipt is required in all circumstances and must contain details of the purchase;

(h) all invoices/receipts must be provided to the Rates/Finance Officer as soon as practicable after the credit card purchase is made.

PAYMENTS

(a) on receipt of the monthly statement, the Rates/Finance Officer will attach all invoices/receipts to the statement and assign GL/Job number allocations;

(b) the monthly credit card statement will be distributed to the respective cardholder to certify transactions;

(c) the monthly balance for each credit card will be recouped by direct debit from the Municipal Fund on the statement due date.

AUSTRALIAN BUSINESS NUMBER (ABN)

Cardholders should remember that if a supplier does not have an ABN and Pay As You Go tax has not been withheld on the credit card statement, the local government is still liable to pay the corporate credit card provider the full amount and also the ATO, prevailing ABN Withholding Tax Rate (46.5% as at 1 July 2014) of the purchase price.

GUIDELINES FOR USE OF CORPORATE CREDIT CARDS

It is not proposed to list or describe every situation where the corporate credit card can or should be used but rather to provide general guidelines to be followed – officers should be scrupulous in the usage of corporate credit cards and always have appropriate documentation which can verify and justify the expenditure to the CEO.

Expenditure utilising the corporate credit card should, where possible, be kept to a minimum. The preferred method or purchasing goods or services is by using an official council purchase order. On occasion it is recognised that some goods cannot be purchased by order or because of circumstances (ie away from the office) it is more convenient to use the credit card.

Purchase of food, drink or other forms of entertainment should be restricted to officially sanctioned events such as –

(a) whilst travelling on council business – training, conferences etc;
(b) providing sustenance for councillors or staff;
(c) meals following council meetings;
(d) meals for emergency personnel during an emergency.

Appendix A – AUTHORITY FOR ISSUE OF CORPORATE CREDIT CARD

Name of Cardholder:	
Position:	
From:	Chief Executive Officer
Date:	

CORPORATE CREDIT CARD USER AGREEMENT

As the Chief Executive Officer, I have authorised the issue of a Shire of Broomehill-Tambellup Corporate Credit Card in line with your duties as a Council officer.

The following conditions apply –

1. You have been authorised a card limit of $5,000;
2. All transactions are within allocation budget provision;
3. The card is issued in your name, however it is a corporate credit card and all transactions must be official transactions on behalf of the Shire of Broomehill-Tambellup. Under no circumstances must the card be used for private purposes;
4. At any time, the Chief Executive Officer can call an enquiry into the use of the card, and any findings of transactions that are unauthorised, excessive or unreasonable will result in disciplinary action;
5. The card must be kept in a safe place;
6. Under no circumstances will cash be withdrawn from the card;
7. All tax invoices and receipts must be kept to validate transactions. Note, a credit card statement or EFTPOS receipt is not acceptable (GST cannot be claimed as it does not meet GST requirements to claim a refund). Cardholders must ensure tax invoices and receipts contain the following –
    i. Suppliers name;
    ii. Suppliers ABN;
    iii. Brief description of goods and services supplied;
    iv. Identifies transactions where GST applies;
    v. If the transaction relates to entertainment, the cardholder must document how many people they entertained, and the names of the Council officers that attended (for FBT purposes)
8. Cardholders must mark next to all transactions the costing accounts and ensure all tax invoices and receipts are attached to the monthly statement. The cardholder must certify that the transactions on the statement are correct;
9. The Chief Executive Officer is to sign off on all credit card statements;
10. If the card is lost or stolen, you must immediately notify the Chief Executive Officer so the card can be cancelled and a replacement ordered;
11. If your employment is terminated, your card and all tax invoices must be submitted to the Chief Executive Officer in the last week of your employment;

I have read the above Corporate Card User Agreement and agree to abide by the conditions as detailed above.

Credit Card No:_____

Name:_____

Signature:_____

1.18 INTERNAL CONTROL

Objective:	**To ensure that appropriate internal controls are implemented in order to:** **1. Fulfil the statutory obligations under the Local Government (Financial Management) Regulations 1996 and Local Government (Audit) Regulations 1996; and** **2. Ensure that the Shire's assets are safe from loss due to fraud and mismanagement.**
Date of adoption:	20 November 2014 ***Minute No.*** 141113
Date of amendment:	
Date of last review:	15 October 2020
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996* *Local Government (Audit) Regulations 1996 r17*
Internal References:	

POLICY STATEMENT

The Council will, through the CEO, ensure that appropriate and efficient internal controls are in place covering:

(a) Staffing and segregation of duties;

(b) Information technology;

(c) Documented procedures and processes covering the recording, reporting and authorisation of transactions; and

(d) Monitoring performance and adherence.

1.19 LEGISLATIVE COMPLIANCE

Objective:	**To ensure that the Shire of Broomehill-Tambellup complies with legislative requirements.**		
Date of adoption:	20 November 2014	***Minute No***	141114
Date of amendment:	15 October 2020	***Minute No***	211004
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996* *Local Government (Audit) Regulations 1996 r17*		
Internal References:	Policy 2.2: Safety and Health in the Workplace		

BACKGROUND

A fundamental principle of good public administration is that public officials comply with both the letter and the spirit of the law.

The Shire of Broomehill-Tambellup has an obligation to ensure that legislative requirements are complied with. The community and those working at the Shire have an expectation that the Council will comply with applicable legislation and the Council should take all appropriate measures to ensure that that expectation is met.

Regulation 14 of the *Local Government (Audit) Regulations 1996* requires local governments to carry out a compliance audit for the period 1 January to 31 December in each year. The compliance audit is structured by the Department of Local Government and Communities and relates to key provisions of the *Local Government Act 1995*.

Regulation 17 of the *Local Government (Audit) Regulations 1996* also requires a review of the appropriateness and effectiveness of systems and procedures in relation to legislative compliance at least once every two calendar years and a report to the Audit Committee on the results of that review.

POLICY STATEMENT

The Council will have appropriate processes and structures in place to ensure that legislative requirements are achievable and are integrated into the operations of the Council.

These processes and structures will aim to:-

(a) Develop and maintain a system for identifying the legislation that applies to the Shire's activities.
(b) Provide training for relevant staff, Councillors, volunteers and other relevant people in the legislative requirements that affect them.
(c) Provide people with the resources to identify and remain up-to-date with new legislation.
(d) Establish a mechanism for reporting non-compliance.
(e) Review accidents, incidents and other situations where there may have been noncompliance.
(f) Review audit reports, incident reports, complaints and other information to assess how the systems of compliance can be improved.

ROLES AND RESPONSIBILITIES

Councillors and Committee Members

(a) Councillors and Committee members have a responsibility to be aware and abide by legislation applicable to their role.

Senior Management

(a) Senior Management should ensure that directions relating to compliance are clear and unequivocal and that legal requirements which apply to each activity for which they are responsible are identified. Senior Management should have systems in place to ensure that all staff are given the

opportunity to be kept fully informed, briefed and/or trained about key legal requirements relative to their work within the financial capacity to do so.

Employees

(a) Employees have a duty to seek information on legislative requirements applicable to their area of work and to comply with the legislation. Employees shall report through their supervisors to Senior Management any areas of noncompliance that they become aware of.

Implementation of Legislation

The Council will have procedures in place to ensure that when legislation changes, steps are taken to ensure that future actions comply with the amended legislation.

LEGISLATIVE COMPLIANCE PROCEDURES

Identifying Current Legislation

The Council accesses electronic up to date versions of legislation through the Western Australian State Law Publisher website at www.slp.wa.gov.au Direct access to this site is provided from the Council's networked computers.

Identifying New or Amended Legislation

(a) Western Australian Government Gazette

The Council can access electronic up to date versions of the Western Australian Government Gazette from the State Law Publisher website https://www.slp.wa.gov.au/gazette/gazette

It is incumbent on the CEO and Senior Staff to determine whether any gazetted changes to legislation need to be incorporated into processes.

(b) Department of Local Government, Sport and Cultural Industries

The Council receives regular circulars from the Department of Local Government, Sport and Cultural Industries on any new or amended legislation. Such advice is received through the Council's Records section and is distributed to the CEO and relevant Council officers for implementation.

(c) Department of Planning, Lands and Heritage

The Council receives Planning Bulletins from the Department of Planning, Lands and Heritage on any new or amended legislation. Such advice is received through the Council's Records section and is distributed to the relevant Council officers for implementation.

(d) Western Australian Local Government Association (WALGA)

The Council receives regular circulars from WALGA and these circulars highlight changes in legislation applicable to local governments.

Obtaining advice on Legislative Provisions

The Council will obtain advice on matters of legislation and compliance where this is necessary. Contact can be made with the Department of Local Government, Sport and Cultural Industries, WALGA or the relevant initiating government department for advice.

Informing Council of Legislative Change

If appropriate the CEO will, on receipt of advice of legislative amendments, advise the Council on new or amended legislation. The Council's format for all its reports to Council meetings provides that all reports shall have a section headed 'Statutory implications' which shall detail the sections of any Act, Regulation or other legislation that is relevant.

Review of Incidents and Complaints of Non-compliance

The Council shall review all incidents and complaints of non-compliance. Such reviews will assess compliance with legislation, standards, policies and procedures that are applicable.

Reporting of Non-compliance

All instances of non-compliance shall be reported immediately the supervising manager. The supervising manager shall determine the appropriate response and then report the matter the relevant Manager. The CEO may investigate any reports of significant non-compliance and if necessary report the non-compliance to the Council and/or the relevant government department. The CEO will also take the necessary steps to improve compliance systems.

1.20 COMPLAINTS

Objective:	**To recognise the Council's commitment to a fair complaints and grievance management process in the Shire.**		
Date of adoption:	20 August 2015	***Minute No.***	150805
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup Customer Service Charter Policy 1.7 Customer Service Policy 1.26 Unreasonable Complainant Conduct Code of Conduct for Employees		

POLICY STATEMENT

The Shire of Broomehill-Tambellup is committed to providing quality customer service to all its stakeholders and internal customers; however, recognises that, from time to time, customers may wish to provide feedback including that which constitutes a complaint or grievance associated with the Council's services or facilities.

The Chief Executive Officer is responsible for developing an organisational culture which accepts complaints as an opportunity to improve service to the community. In doing this, the CEO will establish, maintain, monitor and report on, if requested, a complaints or grievance management system which:

(a) Ensures commitment to efficient and reasonable resolution of complaints.
(b) Ensures the privacy and fair treatment of all parties.
(c) Provides a framework for the recording and analysis of complaints to assist with continuous improvement of policies and work practices.
(d) Responds promptly to all complaints it receives.

A procedure exists for dealing with both internal and external complaints and grievances and is included in the induction process for all employees. The Council's Customer Service Charter advises customers on how to provide feedback to Council on its services and facilities.

SCOPE

Council's Complaints Policy applies to the whole of the organisation.

1.21 ** POLICY REPEALED **

Council Policy 'Standing Committees of Council – Terms of Reference' repealed 17 November 2022

1.22 MEETING TO SWEAR IN NEWLY ELECTED MEMBERS AND ELECT THE PRESIDENT, DEPUTY PRESIDENT, COMMITTEE MEMBERS AND COUNCIL REPRESENTATIVES

Objective:	**To ensure continuity of the governing body's role after ordinary elections.**		
Date of adoption:	21 April 2016	***Minute No.***	**160405**
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995*		
Internal References:	Councillors Handbook		

POLICY STATEMENT

The Shire of Broomehill-Tambellup is committed to the continuity of its governing body role in the timeframe between ordinary elections and the Council's next ordinary meeting.

The Council will meet to hold a special meeting of the Council within the week immediately following an ordinary election (where an ordinary meeting is not already scheduled within this timeframe). The order of business for the special meeting of the Council will be as follows:

a. Swearing into office of all newly elected councillors;
b. Election and swearing into office of the Shire President and Deputy Shire President;
c. Review of Committee Terms of Reference
d. Appointment of members of committees;
e. Appointment of representatives to external organisations.

1.23 PUBLIC RELATIONS - PRESS RELEASES

Objective:	**To establish the protocols for the issue of press releases on behalf of the Shire and individually.**		
Date of adoption:	21 April 2016	***Minute No.***	160406
Date of amendment:			
Date of last review:	15 October 2020		
Legislative References:	*Local Government Act 1995*		
Internal References:			

POLICY STATEMENT

The objective of this policy is to establish the protocols for the issue of press releases on behalf of the Shire of Broomehill-Tambellup.

The *Local Government Act 1995* provides that the role of the Shire President is to speak on behalf of the Shire and accordingly, the Shire President is the official spokesperson for the Council.

If approached by the media for formal comment on any issue, the Councillors and staff are in the first instance, to suggest that the media make direct contact with the Shire President as the Council's official spokesperson.

When the media does not make direct contact with the Shire President and a member of staff is asked to respond/comment to the media, the staff member will direct the enquiry to the CEO who will liaise with the Shire President to determine who will respond/comment and the nature of the response/comment. If the Shire President or person acting in the capacity of Shire President is unable to be contacted, the CEO will determine who is to respond and the nature of the response.

Without express authority from the Shire President, staff and Councillors are not to offer a Council view, attitude, stance, etc on any issue, this clearly being the function of the Shire President.

A Councillor's right to express a personal opinion on any issue of public interest is recognised.

1.24 HIRE OF EQUIPMENT – SHIRE HALLS

Objective:	**To ensure that equipment provided for use in Council facilities is maintained in appropriate quantities and condition for the purpose of the facilities.**		
Date of adoption:	19 May 2016	***Minute No.***	160516
Date of amendment	15 October 2021	***Minute No***	210710
Date of last review:	15 October 2021		
Legislative References:			
Internal References:	Policy 1.2 Use of Shire Facilities		

POLICY STATEMENT

The Council is committed to providing and maintaining facilities of an appropriate standard within Broomehill and Tambellup, for use by members of the community.

To achieve this, the following arrangements will be implemented:

Broomehill and Tambellup Halls:

(a) The equipment in the Broomehill and Tambellup Halls is available for use as part of the fee for hiring of the facility;
(b) Hire fees for facilities will be considered annually as part of the Council's budget process;
(c) Under no circumstances is the equipment available for hire away from the facility;
(d) The equipment is not to be transferred to other Shire facilities to boost numbers;
(e) A limited number of older style tables and chairs stored in the cloak room at the Broomehill Hall are available for hire and use away from the premises. Hire costs of this equipment will be determined as part of the annual budget process.

Upon request, up to 20 chairs will be made available at no cost for funerals held in the Broomehill, Tambellup and Pindellup cemeteries. Shire staff may assist with delivery and collection of the chairs if requested.

1.25 COUNCILLOR AND CEO ATTENDANCE AT EVENTS & FUNCTIONS

Objective:	**To establish guidelines for appropriate disclosure and management of acceptance of invitations to events or functions, or other hospitality occasions, where elected members and CEO's are invited free of charge, whether as part of their official duties as council or Shire representatives or not.**

Date of adoption:	20 October 2021	***Minute No.***	211008
Date of amendment:		***Minute No.***	
Date of last review:	20 October 2021		
Legislative References:	*Local Government Act 1995 s5.90a*		
Internal References:	Code of Conduct for Council Members, Committee Members and Candidates Policy 2.12 Conferences, Seminars and Training Courses – General Staff Attendance		

INTRODUCTION
Section 5.90A of the *Local Government Act 1995* provides that a local government must prepare and adopt an Attendance at Events policy. This policy is made in accordance with those provisions.

PURPOSE
The Shire pursuant to section 5.90A of the Local Government Act 1995, is mandated to adopt a policy that deals with matters relating to the attendance of council members and the CEO at events.

This policy is required to help manage the disclosure of interests relating to gifts in matters affecting local government decisions – specifically this policy aims to establish a means by which the Shire can determine when a gift related to attendance at an event is an excluded gift and does not require disclosure. Any invitations that are not approved for exclusion under this policy must follow the normal gift declaration and disclosure practices associated with the Local Government Act.

Attendance at an event in accordance with this policy will exclude the gift holder from the requirement to disclose an interest if the ticket is above $300 and the donor has a matter before council. Any gift received that is less than $300 (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest. Receipt of the gift will still be required under the gift register provisions.

LEGISLATION
Local Government Act 1995
s5.90a. Policy for attendance at events

1. In this section – ***event*** includes the following:
   (a) a concert;
   (b) a conference;
   (c) a function;
   (d) a sporting event;
   (e) an occasion of a kind prescribed for the purposes of this definition.

2. A local government must prepare and adopt* a policy that deals with matters relating to the attendance of council members and the CEO at events, including –

   (a) the provision of tickets to events; and
   (b) payments in respect of attendance; and

(c) approval of attendance by the local government and criteria for approval; and
(d) any prescribed matter.
    a. *Absolute majority required.

3. A local government may amend* the policy.
   *Absolute majority required.

4. When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under this section.

5. The CEO must publish an up-to-date version of the policy on the local government's official website.

POLICY DETAIL

Invitations

(a) All invitations of offers of tickets for a council member or CEO to attend an event should be in writing and addressed to the Chief Executive Officer.

(b) Any invitation or offer of tickets not addressed to the Chief Executive Officer is not captured by this policy and must be disclosed in accordance with the gift and interest provisions in the Act.

Pre-approved events

In line with the objectives of this policy, the below events have been pre-approved and attendance at these events will not need to be disclosed if invitations are received. Nothing in this section mandates attendance at any of these events or raises an expectation of free or discounted tickets to these events.

(a) Any public event which is free
(b) Invitations to attend events being hosted by other Local Governments, State Government or Federal Government/Ministerial agencies.
(c) Meetings of clubs or organisations within the Shire of Broomehill Tambellup;
(d) Australian or West Australian Local Government Association events;
(e) Events hosted by sporting clubs, schools or not for profit organisations within the Shire of Broomehill Tambellup or the District
(f) All Shire hosted or sponsored events
(g) Events run by professional associations of which employees are members or to which membership is encourage by the CEO for the benefit of the Shire.
(h) Opening or launch of an event or facility within the Shire of Broomehill Tambellup or District.
(i) Recognition of Service events within the Shire of Broomehill Tambellup or District

Pre-approved events that require payment by the Shire such as the annual WALGA Convention and CEO LG Professional's conference must have a suitable allocation of funding in the annual budget The Shire President may approve events for Councillors and the CEO and the CEO may approve events for employees.

Approval of attendance

In making a decision on attendance at an event that is not pre-approved, the council will consider:

(a) who is providing the invitation or ticket to the event;
(b) the location of the event in relation to the local government (within the district or out of the district);
(c) the role of the council member or CEO when attending the event (participant, observer, presenter) and the value of their contribution;
(d) whether the event is sponsored by the local government;
(e) the benefit of local government representation at the event;
(f) the number of invitations/tickets received; and

(g) the cost to attend the event, including the cost of the ticket (or estimated value of the event per invitation) and any other expenses such as travel and accommodation; and
(h) budget considerations.

Decisions to attend events in accordance with this policy will be made by simple majority or by the CEO in accordance with any authorisation provided in this policy and Policy 2.12 Conferences, Seminars and Training Courses – General Staff Attendance.

Payments in respect of attendance

(a) Where an invitation or ticket to an event is provided free of charge, the local government may contribute to appropriate expenses for attendance, such as travel and accommodation, for events outside the district if the council determine attendance to be of public value.
(b) For any events where a member of the public is required to pay, unless previously approved, the council will determine whether it is in the best interests of the local government for a council member or the CEO or another officer to attend on behalf of the council.
(c) If the council determines that a council member or CEO should attend a paid event, the local government will pay the cost of attendance and reasonable expenses, such as
(d) Travel and accommodation.
(e) Where partners of an authorised local government representative attend an event, any tickets for that person, if paid for by the local government, must be reimbursed by the representative unless expressly authorised by the council.

1.26 UNREASONABLE COMPLAINANT CONDUCT

Objective:	**To provide a mechanism to address persistent unreasonable complaints.**		
Date of adoption:	18 March 2021	***Minute No.***	210315
Date of amendment:		***Minute No***.	
Date of last review:			
Legislative References:	*Local Government Act 1995* Freedom of Information Act 1994 Public Interest Disclosure Act 2003 Ombudsman Western Australia Guidelines: ▪ Dealing with unreasonable complainant conduct ▪ Conducting administrative investigations		
Internal References:	Shire of Broomehill-Tambellup Customer Service Charter Policy 1.1 Records Management Policy 1.7 Customer Service Policy 1.20 Complaints Code of Conduct for Employees		

OBJECTIVE

This policy explains how the Shire of Broomehill-Tambellup will deal with persons who:

(a) are aggressive complainants;
(b) are rude, abusive, and harassing complainants;
(c) cannot be satisfied despite the best efforts of the Shire;
(d) constantly raise the same issue with different staff; and/or
(e) make unreasonable demands on the Shire where resources are substantially and unreasonably diverted away from its other functions or unfairly allocated (compared to other customers).

POLICY STATEMENTS

Customer satisfaction is one of Shire of Broomehill-Tambellup's values however, at times, a customer's demands or expectations may exceed the Shire's ability to deliver.

As a general rule, when a person approaches the Shire with a request, application, concern or complaint they first need to be heard, understood and respected.

The Council has an obligation to ensure that all complaints/complainants:

(a) Are dealt with quickly, fairly and properly;
(b) Provided with information and/or an explanation;
(c) Be given an apology if their complaint is determined to be valid; and/or
(d) Have corrective action implemented.

The Shire shall in all circumstances exhaust all avenues before considering applying any aspect or provision of this policy to any customer.

SCOPE
All employees and elected members with potential customer interaction.

A. Customers who cannot be satisfied:
Customers who cannot be satisfied include members of the public or groups who do not accept that the Shire is unable to assist them, provide any further assistance or level of service than has been provided already and/or disagree any action the Shire has taken in relation to their complaint or concern.

If in the opinion of the Chief Executive Officer a person cannot be satisfied and all appropriate avenues of internal review or appeal have been exhausted and the customer continues to write, telephone, email and/or visit the following actions may be taken:

(a) The Chief Executive Officer may write to the customer, stating the Shire's position on the matter if necessary, and advising that if the customer continues to contact the Shire regarding the matter, the Shire may:

- not accept any further phone calls from the customer;
- not grant any further interviews;
- require all further communication to be put in writing; and
- continue to receive, read and file correspondence but only acknowledge or otherwise respond to it if:
    - the customer provides significant new information relating to their complaint or concern; or
    - the customer raises new issues which in the Chief Executive Officer's opinion warrant fresh action.

(b) The Chief Executive Officer shall advise Councillors of a person who is deemed to be 'a person who cannot be satisfied', the person's concerns, and any proposed management strategy by Shire Officers.

- Access, such as restricting or prohibiting entry to Shire owned premises, including those inhabited by employees of the Shire.

B. Customers who make unreasonable demands:
Customers who make unreasonable demands include members of the public whose demands on the Shire start to significantly and unreasonably divert Shire resources away from other functions or create an inequitable allocation of resources to other customers. Such demands may result from the amount of information requested, the nature or scale of services sought or the number of approaches seeking information, assistance or service.

If in the opinion of the Chief Executive Officer a customer is making unreasonable demands on staff and the customer continues to write, email, telephone and /or visit the offices the following actions may be taken:

The Chief Executive Officer may write to the customer advising them of the Shire's concern and requesting that they limit and focus their requests and that if the customer continues to place unreasonable demands, staff may:

(a) Not respond to any future correspondence and only take action where, in the opinion of the Chief Executive Officer the correspondence raises specific, substantial and serious issues; or
(b) Only respond to a certain number of requests in a given period.

If the customer continues to contact staff after being advised of the proposed course of action, the Chief Executive Officer may, after considering representations from the customer, advise the customer that either or both of points listed above will now apply.

C. Customers who constantly raise the same issue with different staff:
If in the opinion of the Chief Executive Officer a customer is constantly raising the same issues with different staff or elected members the Chief Executive Officer may notify the customer that:

(a) only a nominated staff member will deal with them in the future;
(b) they must make an appointment with that person if they wish to discuss a matter; or
(c) all future contact with Shire must be in writing; and
(d) access, such as restricting or prohibiting entry to Shire owned premises, including those inhabited by employees of the Shire.

The customer may wish to make a formal complaint in accordance with the Customer Service Commitment and Complaints Resolution policy.

D. Customers who are rude, abusive or aggressive:
The Shire will not tolerate or condone intimidating or offensive behaviour toward staff members by members of the public under any circumstances. Any staff member who is the victim of such behaviour may, at their own discretion, report the matter to Police for further action.

Rude, abusive or aggressive behaviour may include rude or otherwise vulgar noises, expressions or gestures, verbal abuse of a personal or general nature, threatening or offensive behaviour, physical violence against property or physical violence against a person.

If in the opinion of any staff member rude, abusive or aggressive comments or statements are made in telephone conversations or in person, the staff member may:

(a) warn the customer that if the behaviour continues the conversation, meeting or interview will be terminated;
(b) terminate the conversation, meeting or interview if the rude, abusive or aggressive behaviour continues after a warning has been given;
(c) access, such as restricting or prohibiting entry to Shire owned premises, including those inhabited by employees of the Shire.

Where a conversation, meeting or interview is terminated, the staff member shall notify the Chief Executive Officer of the details as soon as possible.

If in the opinion of the Chief Executive Officer any correspondence to the Shire contains personal abuse, inflammatory statements or materials clearly intended to intimidate, it will be returned to the sender and not otherwise acted upon.

Violence, damage to property or threatening behaviour may be reported to police, depending on the severity of the actions.

E. Documentation and reporting:
In all of the situations referred to in this policy, adequate documentary records must be made and maintained on the appropriate file.

If an elected member feels that a customer is being difficult in a manner specified in this policy, they may notify the Chief Executive Officer who will consider taking action as per avenues described above.

In all circumstances where the Chief Executive Officer determines to utilise any aspect or power of this policy in any of the ways specified in this policy, the Chief Executive Officer will notify Elected Members as soon as possible of the relevant circumstances and the action taken and forward such advice, where appropriate, to the Department of Local Government and the Western Australian Ombudsman for information.

1.27 CODE OF CONDUCT - BEHAVIOUR COMPLAINTS MANAGEMENT

Objective:	**To establish, in accordance with Clause 15(2) of the *Local Government (Model Code of Conduct) Regulations 2021* and Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates, the procedure for dealing with complaints about alleged breaches of the behaviour requirements included in Division 3 of the Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates.** **To give effect to the Shire of Broomehill-Tambellup's commitment to an effective, transparent, fair and accessible complaints handling process that supports high standards of behaviour of Council Members, Committee Members and Candidates.**
Date of adoption	20 May 2021 ***Minute No.*** 210513
Date of amendment:	
Date of last review:	
Legislative References:	*Local Government Act 1995* *Local Government (Model Code of Conduct) Regulations 2021*
Internal References:	Delegation 1.22- Appointment of Authorised Persons and Approval of Complaint Of Breach Form (Code of Conduct for Council Members, Committee Members and Candidates) Behaviour Complaint Form

POLICY SCOPE

This Policy applies to complaints made in accordance with Clause 11 of the Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates.

This Policy applies to Council Members, Committee Members, Candidates and any person who submits a complaint in accordance with this Policy.

DEFINITIONS

Act means the *Local Government Act 1995*.

Behaviour Complaints Officer means a person authorised in writing *[by Council resolution or by the CEO exercising delegated authority]* under clause 11(3) of the Code of Conduct to receive complaints and withdrawals of complaints. The role of the Behaviour Complaints Officer is addressed in Part 2.1 of this Policy.

Breach means a breach of Division 3 of the Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates.

Candidate means a candidate for election as a Council Member, whose nomination has been accepted by the Returning Officer under s.4.49 of the Act, but does not include a Council Member who has nominated for re-election. A person is a Candidate from the date on which their nomination is accepted, until the Returning Officer declares the election result in accordance with s.4.77 of the Act.

Candidate Complaint means a Complaint alleging a Breach by a Candidate. Candidate Complaints are dealt with in Part 3.2 of this Policy.

Code of Conduct means the Shire of Broomehill-Tambellup Code of Conduct for Council Members, Committee Members and Candidates.

Committee means a committee of the Council, established in accordance with s.5.8 of the Act.

Committee Member means a Council Member, employee of the Shire of Broomehill-Tambellup or other person who has been appointed by the Council to be a member of a Committee, in accordance with s.5.10(1) of the Act. A person is a Committee Member from the date on which they are appointed, until their appointment expires or is terminated by Council resolution.

Complaint means a complaint submitted under Clause 11 of the Code of Conduct.

Complainant means a person who has submitted a Complaint in accordance with this Policy.

Complaint Assessor means a person appointed by the Behaviour Complaints Officer in accordance with Part 2.2 and Part 3.8 of this Policy.

***C*omplaint Documents** means the Complaint Form and any supporting information, evidence, or attachments provided by the Complainant.

Complaint Form means the form approved under clause 11(2)(a) of the Code of Conduct *[by Council resolution or by the CEO exercising delegated authority]*.

Council means the Council of the Shire of Broomehill-Tambellup.

Council or Committee Meeting means a formal meeting of the Council or a Committee that is called and convened in accordance with the Act. It does not include informal meetings, such as workshops or briefings.

Council Member means a person who is currently serving a term of office as an elected member of the Council in accordance with the Act.

Finding means a finding made in accordance with clause 12(1) of the Code of Conduct as to whether the alleged Breach has or has not occurred.

Plan means a Plan that may be prepared and implemented under clause 12(4)(b) of the Code of Conduct, to address the behaviour of the person to whom the complaint relates (the Respondent), if a Finding has been made that a Breach has occurred.

Response Documents means the response provided by the Respondent to the Complaint, and includes any supporting information or evidence that is supplied.

POLICY STATEMENT

1. Principles

1.1 Procedural fairness

The principles of procedural fairness, or natural justice, will apply when dealing with a Complaint under this Policy. In particular:

(a) the Respondent will be afforded a reasonable opportunity to be heard before any findings are made, or a plan implemented;

(b) the decision maker should be objective and impartial, with an absence of bias or the perception of bias; and

(c) any findings made will be based on proper and genuine consideration of the evidence.

1.2 Consistency

The application of this Policy should lead to consistency in process and outcomes. While each Complainant and Respondent will be dealt with according to their circumstances, and each Complaint considered and determined on its merits, similar circumstances will result in similar decisions.

1.3 Confidentiality

The Shire of Broomehill-Tambellup will take all reasonable steps to maintain confidentiality when dealing with the Complaint, in order to protect both the Complainant and Respondent.

Council Members, Local Government employees and contractors who have a role in handling a specific complaint will be provided with sufficient information to fulfil their role. They must manage this information securely, and must not disclose or inappropriately use this information.

Complainants will be advised of the level of confidentiality they can expect, and that breaches of confidentiality on their part may prejudice the progress of their Complaint.

1.4 Accessibility

The Shire of Broomehill-Tambellup will ensure that information on how to make a complaint, including this Policy, is available at the Shire of Broomehill-Tambellup's Administration Building and on the Shire of Broomehill-Tambellup's website. The Shire of Broomehill-Tambellup will make information available in alternative formats if requested.

Any person wishing to make a complaint may contact the Behaviour Complaints Officer if they require assistance in completing the complaint form or otherwise navigating the complaints process.

2. Roles

2.1 Behaviour Complaints Officer

The Behaviour Complaints Officer is authorised in accordance with clause 11(3) of the Code of Conduct to accept complaints and withdrawal of complaints.

The Behaviour Complaints Officer is not an advocate for the complainant or the respondent. The Behaviour Complaints Officer provides procedural information and assistance to both Complainant and Respondent.

The Behaviour Complaints Officer will liaise with and provide administrative support to a Complaint Assessor appointed under this Policy.

The Behaviour Complaints Officer will liaise with the Local Government to facilitate the calling and convening of the Council or Behaviour Complaints Committee meetings if required.

In undertaking their functions, the Behaviour Complaints Officer will apply the Principles of this Policy.

2.2 Complaint Assessor

The Complaint Assessor is appointed by the Behaviour Complaints Officer in accordance with Part 3.8 of this Policy.

The Complaint Assessor is an impartial third party who will undertake the functions specified in this Policy. In undertaking their functions, the Complaint Assessor will apply the Principles of this Policy.

The Complaint Assessor will liaise with the Behaviour Complaints Officer to manage the administrative requirements of dealing with the Complaint in accordance with this Policy.

3. Procedure

3.1 Making a complaint

Any person may make a Complaint alleging that a Council Member, Committee Member or Candidate has behaved in a way that constitutes a breach of Division 3 of the Code of Conduct *[clause 11(1) of the Code of Conduct]*.

A Complaint must be made within one (1) month after the alleged Breach *[clause 11(2)(c) of the Code of Conduct].*

A Complaint must be made by completing the Behaviour Complaint Form in full and providing the completed forms to the Behaviour Complaints Officer.

A Complaint must be made in accordance with the Behaviour Complaint Form and specify which requirement(s) of the Code of Conduct is alleged to have been breached.

A Complaint is required to include the name and contact details of the Complainant therefore anonymous complaints cannot be accepted.

Where a Complaint Form omits required details, the Behaviour Complaints Officer will invite the Complainant to provide this information in order for the Complaint to be progressed.
Where a Complaint is made more than 1 month after the alleged breach, the Behaviour Complaints Officer will give the Complainant written notice that the Complaint cannot be made *[clause 11(2)(c) of the Code of Conduct]*.

3.2 Candidate Complaints

A Complaint in relation to a Candidate must be made in accordance with 3.1, above, but cannot be dealt with unless the Candidate is subsequently declared elected as a Council Member.
Within 7 days after receiving a Candidate Complaint, the Behaviour Complaints Officer will provide written notice:

(a) To the Complainant confirming receipt, and advising of the procedure for candidate complaints; and
(b) To the Respondent, including a summary of the complaint, and advising of the procedure for candidate complaints.

No action will be taken until the results of the election are declared by the Returning Officer. If the respondent is elected, then the complaint will be dealt with in accordance with this Policy. Timeframes that would otherwise commence on the receipt of a Complaint will be taken to commence on the election date.
If the Respondent is not elected, the Behaviour Complaints Officer will provide the Complainant with notice that the Respondent has not been elected and that the Complaint cannot be dealt with *[clause 15(1) of the Code of Conduct]*.

3.3 Withdrawing a Complaint

A Complainant may withdraw their Complaint at any time before a Finding has been made in relation to the Complaint *[clause 14 of the Code of Conduct]*.
A Complainant may withdraw a Complaint by advising the Behaviour Complaints Officer in writing that they wish to do so.
After receiving a written withdrawal of the Complaint, the Behaviour Complaints Officer will take all necessary steps to terminate the process commenced under this Policy.

3.4 Notice to Complainant

Within 7 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Complainant that:

(a) confirms receipt of the Complaint;
(b) outlines the process that will be followed and possible outcomes;
(c) explains the application of confidentiality to the complaint;
(d) includes a copy of this Policy; and
(e) if necessary, seeks clarifications or additional information.

If the Complaint Form indicates that the Complainant agrees to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will advise the Complainant of the process in accordance with Part 3.6 of this Policy.

3.5 Notice to Respondent

Within 14 days after receiving a Complaint, the Behaviour Complaints Officer will provide written notice to the Respondent that:

(a) advises that a Complaint has been made in accordance with the Code of Conduct and this Policy;
(b) includes a copy of the Complaint Documents;
(c) outlines the process that will be followed, the opportunities that will be afforded to the Respondent to be heard and the possible outcomes;
(d) includes a copy of this Policy; and
(e) if applicable, advises that further information has been requested from the Complainant and will be provided in due course.

If the Complainant has agreed to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will ask the Respondent if they are also willing to participate in accordance with Part 3.6 of this Policy.

3.6 Alternative Dispute Resolution

The Shire of Broomehill-Tambellup recognises that Alternative Dispute Resolution may support both parties reach a mutually satisfactory outcome that resolves the issues giving rise to the Complaint. Alternative Dispute Resolution requires the consent of both parties to the Complaint and may not be appropriate in all circumstances.
Options for Alternative Dispute Resolution include:

(a) negotiation with the assistance of the Behaviour Complaints Officer or other appropriate person as intermediary;
(b) facilitation with a contracted service provider.

To commence the process, the Behaviour Complaints Officer will, as the first course of action upon receiving a complaint, offer the Complainant and the Respondent the option of Alternative Dispute Resolution. If both parties agree to participate in Alternative Dispute Resolution, the Behaviour Complaints Officer will pause the formal process.

The objective of Alternative Dispute Resolution will be to reach an agreed resolution that satisfies the Complainant that the formal process is no longer required, allowing them to withdraw the Complaint, in accordance with Part 3.3 of this Policy. For example, an offer by a Respondent to issue a voluntary apology in response to a Complaint, even in the absence of a request from the Complainant, qualifies for consideration as Alternative Dispute Resolution.

If Alternative Dispute Resolution is commenced, both the Complainant and Respondent may decline to proceed with the process at any time. The process may also be terminated on the advice of a third party who is providing assistance to the Local Government, such as a facilitator or mediator.

If Alternative Dispute Resolution is terminated or does not achieve an agreed outcome that results in the withdrawal of the Complaint, the Behaviour Complaints Officer will resume the formal process required under this Policy.

3.7 Order of Complaints

Complaints will normally be dealt with in the order in which they are received.
If more than one Complaint is received that relates to the same alleged behaviour, the Behaviour Complaints Officer may decide to progress those Complaints concurrently.

3.8 Appointment of Complaints Assessor

If Alternative Dispute Resolution is not commenced, is terminated or does not achieve an agreed outcome resulting in the withdrawal of the Complaint, the Behaviour Complaints Officer will appoint a suitably qualified and experience Complaint Assessor, in accordance with the Shire of Broomehill-Tambellup's Purchasing Policy.

The Behaviour Complaints Officer will endeavour to appoint a Complaint Assessor within a reasonable period. The Behaviour Complaints Officer will provide written notice of the appointment to the Complainant and the Respondent.

3.9 Search of Local Government Records

The Complaint Assessor may request the Behaviour Complaints Officer to search for any relevant records in the Shire of Broomehill-Tambellup's Record Management System.

In particular, if the behaviour is alleged to have occurred at a Council or Committee Meeting, the Behaviour Complaints Officer will be requested to identify any Local Government records that provide evidence that may support a decision as to whether:

(a) the behaviour occurred at a Council or Committee Meeting,
(b) the behaviour was dealt with by the person presiding at the meeting, and/or
(c) the Respondent has taken remedial action in accordance with the Shire of Broomehill-Tambellup Local Government Council Meetings Local Law 2020.

The Complaints Assessor must provide the Respondent with a copy of any records that are identified. In addition, where a clarification or additional information has been sought from the Complainant by either the Behaviour Complaints Officer or the Complaint Assessor, copies must also be provided to the Respondent.

3.10 Assessment of the Complaint

The Complaint Assessor will undertake an assessment of the Complaint in accordance with the process outlined in the Notices given under Part 3.4 and Part 3.5 of this Policy.

The Complaint Assessor must ensure that the Respondent is provided with a reasonable opportunity to be heard before forming any opinions, or drafting the Complaint Report or recommendations.

3.11 Complaint Report

The Complaint Assessor will prepare a Complaint Report that will:

(a) outline the process followed, including how the Respondent was provided with an opportunity to be heard;
(b) include the Complaint Documents, the Response Documents and any relevant Local Government Records as attachments; and
(c) include recommendations on each decision that may be made by the Complaints Committee; and
(d) include reasons for each recommendation, with reference to Part 4 of this Policy.

If the Complaint Report recommends that a Plan is prepared and implemented in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy, the Complaint Report must include a Proposed Plan.

The Complaint Assessor will liaise with the Behaviour Complaints Officer to include the Complaint Report in the Agenda for a meeting of the Council. The Behaviour Complaints Officer will be responsible for preparation of an Officer Report with the Complaint Report provided as a confidential attachment. The recommendations of the Complaint Report will be provided as the Officer Recommendations.

3.12 Complaints Committee Meeting

The Agenda will be prepared on the basis that the part of the meeting that deals with the Complaint Report will be held behind closed doors in accordance with s.5.23(2) of the Act.

The Council will consider the Complaint Report and attachments and give due regard to the recommendations.

In accordance with Regulation 11(d)(a) of the *Local Government (Administration) Regulations 1996*, reasons for any decision that is significantly different from the Officer Recommendation must be recorded in the meeting minutes.

If the behaviour that is the subject of the Complaint is alleged to have occurred at a Council or Committee Meeting, the Council will determine whether or not to dismiss the Complaint in accordance with Clause 13 of the Code of Conduct and Part 4.2 of this Policy.

If the Council dismisses a Complaint, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the decision and the reasons for the decision in accordance with clause 13(2) of the Code of Conduct. This concludes the process for this Complaint.

If the Complaint is not dismissed, the Council will consider the Complaint and make a Finding as to whether the alleged Breach that is the subject of the Complaint has or has not occurred, in accordance with clause 12 of the Code of Conduct and Part 4.3 of this Policy.
If the Council finds that the alleged Breach **did not** occur, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of the Finding and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Council finds that the alleged breach **did** occur, the Committee will decide whether to take no further action in accordance with clause 12(4)(a) of the Code of Conduct or prepare a plan to address the behaviour in accordance with clause 12(4)(b) of the Code of Conduct and Part 4.4 of this Policy.

If the Council decides to take no further action, the Behaviour Complaints Officer must give the Complainant and the Respondent written notice of this decision and the reasons for the Finding in accordance with clause 12(7)(a) of the Code of Conduct. This concludes the process for this Complaint.

If the Council decides to prepare a Plan, the Committee will first consult with the Respondent in accordance with clause 12(5) of the Code of Conduct. The Council will consider any submissions made by the Respondent before preparing and implementing a Plan.

3.13 Compliance with Plan Requirement

The Behaviour Complaints Officer will monitor the actions in timeframes set out in a Plan. Failure to comply with a requirement included in a Plan is a minor breach under section 5.105(1) of the Act and clause 23 of the Code of Conduct. The Behaviour Complaints Officer must provide a report advising Council of any failure to comply with a requirement included in a Plan.

4. Decision Making

4.1 Objective and Principles

All decisions made under this Policy will reflect the Policy Objectives and the Principles included in Part 1 of this Policy.

4.2 Dismissal

The Council must dismiss a Complaint in accordance with clause 13(1)(a) and (b) of the Code of Conduct if it is satisfied that -

(a) the behaviour to which the Complaint relates occurred at a Council or Committee Meeting; and
(b) either —
  (i) the behaviour was dealt with by the person presiding at the meeting; or
  (ii) the Respondent has taken remedial action in accordance with the Shire of Broomehill-Tambellup Local Government Council Meetings Local Law 2020.

4.3 Finding

A Finding that the alleged breach has occurred must be based on evidence from which it may be concluded that it is more likely that the breach occurred than that it did not occur *[clause 12(3) of the Code of Conduct]*.

This may involve first considering whether the behaviour occurred, on the balance of probabilities, and then whether that behaviour constituted a breach of a requirement of Division 3 of the Code of Conduct.

4.4 Action

In deciding whether to take no further action, or prepare and implement a Plan, the Council may consider:

(a) the nature and seriousness of the breach(es);
(b) the Respondent's submission in relation to the contravention;
(c) whether the Respondent has breached the Code of Conduct knowingly or carelessly;
(d) whether the Respondent has breached the Code of Conduct on previous occasions;
(e) likelihood or not of the Respondent committing further breaches of the Code of Conduct;
(f) personal circumstances at the time of conduct;
(g) need to protect the public through general deterrence and maintain public confidence in Local Government; and
(h) any other matters which may be regarded as contributing to or the conduct or mitigating its seriousness.

4.5 Plan Requirements

The Proposed Plan may include requirements for the Respondent to do one (1) or more of the following:

(a) engage in mediation;
(b) undertake counselling;
(c) undertake training;
(d) take other action the Council considers appropriate (e.g. an apology).

The Proposed Plan should be designed to provide the Respondent with the opportunity and support to demonstrate the professional and ethical behaviour expected of elected representatives expressed in the Code of Conduct.

The Proposed Plan may also outline:

(a) the actions to be taken to address the behaviour(s);
(b) who is responsible for the actions;
(c) any assistance the Local Government will provide to assist achieve the intent of the Plan; and
(d) a reasonable timeframe for the Plan action(s) to be addressed by the Respondent.

1.28 CEO RECRUITMENT, PERFORMANCE AND TERMINATION STANDARDS

Objective:	**To establish Standards surrounding CEO recruitment, performance and termination to ensure the Councils compliance with the *Local Government Act 1995* and *Local Government (Administration) Regulations 1996*.**		
Date of adoption:	20 May 2021	***Minute No.***	**210515**
Date of amendment:			
Date of last review:	20 May 2021		
Legislative References:	*Local Government Act 1995* *Local Government (Administration) Regulations 1996*		
Internal References:			

POLICY PURPOSE*:*
This Policy is adopted in accordance with section 5.39B of the *Local Government Act 1995*.

Division 1 — Preliminary provisions

1. Citation

These are the *Shire of Broomehill-Tambellup* Standards for CEO Recruitment, Performance and Termination.

2. Terms used

(1) In these standards —

Act means the Local Government Act 1995;

additional performance criteria means performance criteria agreed by the local government and the CEO under clause 16(1)(b);

applicant means a person who submits an application to the local government for the position of CEO;

contract of employment means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;

contractual performance criteria means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;

job description form means the job description form for the position of CEO approved by the local government under clause 5(2);

local government means the Shire of Broomehill-Tambellup;

selection criteria means the selection criteria for the position of CEO determined by the local government under clause 5(1) and set out in the job description form;

selection panel means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.

(2) Other terms used in these standards that are also used in the Act have the same meaning as they have in the Act, unless the contrary intention appears.

Division 2 — Standards for recruitment of CEOs

3. Overview of Division

This Division sets out standards to be observed by the local government in relation to the recruitment of CEOs.

4. Application of Division

(1) Except as provided in subclause (2), this Division applies to any recruitment and selection process carried out by the local government for the employment of a person in the position of CEO.

(2) This Division does not apply —

(a) if it is proposed that the position of CEO be filled by a person in a class prescribed for the purposes of section 5.36(5A) of the Act; or

(b) in relation to a renewal of the CEO's contract of employment, except in the circumstances referred to in clause 13(2).

5. Determination of selection criteria and approval of job description form

(1) The local government must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government.

(2) The local government must, by resolution of an absolute majority of the council, approve a job description form for the position of CEO which sets out —

(a) the duties and responsibilities of the position; and

(b) the selection criteria for the position determined in accordance with subclause (1).

6. Advertising requirements

(1) If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the *Local Government (Administration) Regulations 1996* regulation 18A.

(2) If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the *Local Government (Administration) Regulations 1996* regulation 18A as if the position was vacant.

7. Job description form to be made available by local government

If a person requests the local government to provide to the person a copy of the job description form, the local government must —

(a) inform the person of the website address referred to in the Local Government (Administration) Regulations 1996 regulation 18A(2)(da); or

(b) if the person advises the local government that the person is unable to access that website address —

(i) email a copy of the job description form to an email address provided by the person; or

(ii) mail a copy of the job description form to a postal address provided by the person.

8. Establishment of selection panel for employment of CEO

(1) In this clause —

independent person means a person other than any of the following —

(a) a council member;

(b) an employee of the local government;

(c) a human resources consultant engaged by the local government.

(2) The local government must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO.

(3) The selection panel must comprise —

(a) council members (the number of which must be determined by the local government); and

(b) at least 1 independent person.

9. Recommendation by selection panel

(1) Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.

(2) Following the assessment referred to in subclause (1), the selection panel must provide to the local government —

(a) a summary of the selection panel's assessment of each applicant; and

(b) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.

(3) If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government —

(a) that a new recruitment and selection process for the position be carried out in accordance with these standards; and

(b) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.

(4) The selection panel must act under subclauses (1), (2) and (3) —

(a) in an impartial and transparent manner; and

(b) in accordance with the principles set out in section 5.40 of the Act.

(5) The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has —

(a) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and

(b) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and

(c) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.

(6) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.

10. Application of cl. 5 where new process carried out

(1) This clause applies if the local government accepts a recommendation by the selection panel under clause 9(3)(a) that a new recruitment and selection process for the position of CEO be carried out in accordance with these standards.

(2) Unless the local government considers that changes should be made to the duties and responsibilities of the position or the selection criteria —

(a) clause 5 does not apply to the new recruitment and selection process; and

(b) the job description form previously approved by the local government under clause 5(2) is the job description form for the purposes of the new recruitment and selection process.

11. Offer of employment in position of CEO

Before making an applicant an offer of employment in the position of CEO, the local government must, by resolution of an absolute majority of the council, approve —

(a) the making of the offer of employment to the applicant; and

(b) the proposed terms of the contract of employment to be entered into by the local government and the applicant.

12. Variations to proposed terms of contract of employment

(1) This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the negotiated contract) containing terms different to the proposed terms approved by the local government under clause 11(b).

(2) Before entering into the negotiated contract with the applicant, the local government must, by resolution of an absolute majority of the council, approve the terms of the negotiated contract.

13. Recruitment to be undertaken on expiry of certain CEO contracts

(1) In this clause —

commencement day means the day on which the *Local Government (Administration) Amendment Regulations 2021* regulation 6 comes into operation.

(2) This clause applies if —

(a) upon the expiry of the contract of employment of the person (the incumbent CEO) who holds the position of CEO —

(i) the incumbent CEO will have held the position for a period of 10 or more consecutive years, whether that period commenced before, on or after commencement day; and

(ii) a period of 10 or more consecutive years has elapsed since a recruitment and selection process for the position was carried out, whether that process was carried out before, on or after commencement day;

and

(b) the incumbent CEO has notified the local government that they wish to have their contract of employment renewed upon its expiry.

(3) Before the expiry of the incumbent CEO's contract of employment, the local government must carry out a recruitment and selection process in accordance with these standards to select a person to be employed in the position of CEO after the expiry of the incumbent CEO's contract of employment.

(4) This clause does not prevent the incumbent CEO's contract of employment from being renewed upon its expiry if the incumbent CEO is selected in the recruitment and selection process referred to in subclause (3) to be employed in the position of CEO.

14. Confidentiality of information

The local government must ensure that information provided to, or obtained by, the local government in the course of a recruitment and selection process for the position of CEO is not disclosed, or made use of, except for the purpose of, or in connection with, that recruitment and selection process.

Division 3 — Standards for review of performance of CEOs

15. Overview of Division

This Division sets out standards to be observed by the local government in relation to the review of the performance of CEOs.

16. Performance review process to be agreed between local government and CEO

(1) The local government and the CEO must agree on —

(a) the process by which the CEO's performance will be reviewed; and

(b) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria.

(2) Without limiting subclause (1), the process agreed under subclause (1)(a) must be consistent with clauses 17, 18 and 19.

(3) The matters referred to in subclause (1) must be set out in a written document.

17. Carrying out a performance review

(1) A review of the performance of the CEO by the local government must be carried out in an impartial and transparent manner.

(2) The local government must —

(a) collect evidence regarding the CEO's performance in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner; and

(b) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence.

18. Endorsement of performance review by local government

Following a review of the performance of the CEO, the local government must, by resolution of an absolute majority of the council, endorse the review.

19. CEO to be notified of results of performance review

After the local government has endorsed a review of the performance of the CEO under clause 18, the local government must inform the CEO in writing of —

(a) the results of the review; and

(b) if the review identifies any issues about the performance of the CEO — how the local government proposes to address and manage those issues.

Division 4 — Standards for termination of employment of CEOs

20. Overview of Division

This Division sets out standards to be observed by the local government in relation to the termination of the employment of CEOs.

21. General principles applying to any termination

(1) The local government must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.

(2) The local government must accord a CEO procedural fairness in relation to the process for the termination of the CEO's employment, including —

(a) informing the CEO of the CEO's rights, entitlements and responsibilities in relation to the termination process; and

(b) notifying the CEO of any allegations against the CEO; and

(c) giving the CEO a reasonable opportunity to respond to the allegations; and

(d) genuinely considering any response given by the CEO in response to the allegations.

22. Additional principles applying to termination for performance related reasons

(1) This clause applies if the local government proposes to terminate the employment of a CEO for reasons related to the CEO's performance.

(2) The local government must not terminate the CEO's employment unless the local government has —

(a) in the course of carrying out the review of the CEO's performance referred to in subclause (3) or any other review of the CEO's performance, identified any issues (the performance issues) related to the performance of the CEO; and

(b) informed the CEO of the performance issues; and

(c) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and

(d) determined that the CEO has not remedied the performance issues to the satisfaction of the local government.

(3) The local government must not terminate the CEO's employment unless the local government has, within the preceding 12 month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

23. Decision to terminate

Any decision by the local government to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

24. Notice of termination of employment

(1) If the local government terminates the employment of a CEO, the local government must give the CEO notice in writing of the termination.

(2) The notice must set out the local government's reasons for terminating the employment of the CEO.

1.29 USE OF COMMON SEAL

Objective:	**To provide guidelines on the affixing of the Common Seal of the Shire of Broomehill-Tambellup to certain documentation.**		
Date of adoption:	21 October 2021	***Minute No.***	**211010**
Date of amendment:		***Minute No.***	
Date of last review:			
Legislative References:	*Local Government (Council Meetings) Local Law 2020*		
Internal Reference:			

POLICY STATEMENT

The attachment of the Common Seal requires the accompanying signatures of both the President, or in their absence the Deputy President, and the Chief Executive Officer or the person acting in that position. In the absence of the requirement to affix a Common Seal, the Chief Executive Officer is empowered under the *Local Government Act 1995* to authenticate a document. The requirement for the Common Seal to be affixed is therefore a question of balancing good governance with operational efficiencies.

A list of documents that have had the Common Seal affixed should be presented to the next available Council meeting.

GUIDELINES

The following documents will require the Common Seal of the Shire of Broomehill-Tambellup to be affixed:-

(a) Local Laws;

(b) Land transactions, including but not limited to sale, leases, assignments, subleases, surrenders, transfers, lodgement and withdrawals of caveats and amalgamations as decided by Council;

(c) Town Planning Schemes and Scheme Amendments;

(d) Documents of a ceremonial nature (where the affixing of the Common Seal is for posterity rather than as a legal requirement); and

(e) Any document stating that the Common Seal of the Shire of Broomehill-Tambellup is to be affixed.

Additionally, the following procedures for the secure use of the Common Seal should be adopted:-

(a) The Chief Executive Officer is to have charge of the Common Seal and is responsible for the safe custody and proper use of it.

(b) The Common Seal may only be used on the authority of the Council given either generally or specifically and every document to which the Seal is affixed must be signed by the President or in their absence the Deputy President, and the Chief Executive Officer or a senior employee authorised by him or her.

(a) The Administration is to record in a register each date on which the Common Seal was affixed to a document, the purpose of the document, and the number of copies sealed. A report listing the documents to which the Common Seal has been affixed is to be presented to the next Ordinary Meeting of Council.

(b) The wording to accompany the application of the Common Seal should be as follows:-

Dated this (date) day of (month) (year)

The Common Seal of the)
Shire of Broomehill-Tambellup)
was hereunto affixed in the)
presence of:)



…… ……
(Insert name of President) *(Insert name of Chief Executive Officer)*

Common Law
Under Common law principles originally, the Common Seal of a body corporate was the only legally recognised expression of an act of that body corporate and the affixing of the Seal was sufficient to be legally binding. However these days, generally, this requirement is no longer in operation.

Agency Law
A body corporate has the legal capacity of a natural person and may act or express its intentions and enter into legal relations through authorised human agents. As such, a body corporate may enter into a contract regardless of whether or not the Common Seal is used to execute a document.

Corporations Law
Sections 126 and 127 of the *Corporations Act 2001* address the use of a Common Seal. These provisions do not apply to local governments which whilst a body corporate, falls within the definition of 'exempt public authority' in section 9 of that Act.

Local Government Act 1995
Section 2.5(2) of the *Local Government Act 1995* stipulates that a local government is 'a body corporate with perpetual succession and a Common Seal'. Whilst it is clear that a local government, as a body corporate, has a Common Seal, there is no stipulated requirement for the use of the Common Seal in particular circumstances.

Section 9.49 stipulates that a document, is, unless this Act requires otherwise, sufficiently authenticated by a local government without its Common Seal if signed by the Chief Executive Officer or an employee of the local government who purports to be authorised by the Chief Executive Officer to so sign.

DEFINITIONS:
Definitions are taken as those detailed in the *Local Government Act 1995* and associated legislation.

1.30 CEO PERFORMANCE REVIEW

Objective:	**A consistent, transparent and accountable performance review process.**		
Date of Adoption	18 November 2021	***Minute No.***	211106
Date of amendment:		***Minute No.***	
Date of last review:			
Legislative References:	*As per Part 5, Division 4, Section 5.39(3)(b), Local Government Act 1995).*		
Internal References:	Policy 1.28 Standards for CEO Recruitment, Performance and Termination		

SCOPE
As per Part 5, Division 4, Section 5.39(3) (b), Local Government Act 1995 this policy position applies to the conduct of the annual CEO performance review process.

POLICY STATEMENTS
Rationale
This process is documented and adopted by the Council to ensure a consistent approach to the Shire of Broomehill-Tambellup's annual CEO performance review.

The review process must be a collaborative, constructive process that is designed to enhance performance and provide guidance for the ensuring twelve months, using the Shire's agreed Strategic Community Plan and Corporate Business Plan.

Councillors must be prepared to take a corporate view of the process. The performance review process should be regarded as an opportunity to build relationships and to increase the effectiveness of individuals, systems and processes, which will improve the performance, and the profile of the Shire.

Councillors participating in the review must:

(a) Show an ability to be fair and objective;
(b) Use good communications skills;
(c) Possess preparation and evaluation skills;
(d) Avoid bias;
(e) Be able to concentrate on outcomes;
(f) Provide negotiations skills;

Briefing Session
It is essential to gain input from Councillors into the review and appraisal process.

A briefing session will be organised to cover the performance appraisal, the procedures followed, keeping in mind current progress of the Strategic Community Plan and the skills required of the panel members; and independent person with relevant skills will be brought in to facilitate the session, which can also be conducted via Zoom facilities as required.

Contract
The CEO contract must contain the Shire's dispute resolution policy for both parties (Clause 11 Dispute Resolution as per Contract).

The Shire agrees CEO review procedure shall be contained within the CEO contract (as per Part 5, Division 4, Section 5.39(3)(b), Local Government Act 1995).

The review procedure contained within the CEO contract can be varied by agreement between the Council and the CEO under an amendment clause between reviews.

The contract should be reviewed by a recognised practitioner to ensure legislative requirements are satisfied.

Review Periods
It is a statutory requirement that the CEO's performance be reviewed annually (Part 5, Division 4, Section 38, Local Government Act 1995) and the probation period performance assessment undertaken within a month after the probation period has concluded.

The review period is to be aligned to the Shire's Strategic planning processes, which is across each financial year (July to June).

For planning purposes, the entire review process should be completed by the end of July each year.

It is recommended planning for the annual CEO Performance Plan including key result areas (KRA's) and key performance indicators (KPI's) commences in March of each year.

In the event that the Council has concerns about the performance of the CEO, the Shire President will, at the request of the Council, request the CEO Performance Review Panel undertake an interim performance review.

The Shire President must write to the CEO if the Council has requested for an interim performance review, outlining the areas of concern to allow the CEO the opportunity to prepare.

The Shire President must allow the CEO a minimum of one week's notice prior to the commencement of an interim performance review.

Composition of the Review Panel
The CEO performance review panel will consist of:

(a) The Shire President; and
(b) Three (3) Councillors nominated by resolution of Council OR
(c) As determined by Council from time to time.

The Panel is to be facilitated by an independent, external person appointed by a resolution of the Council.

All Councillors seeking appointment to the CEO review panel must undertake the relevant CEO performance review training course provided by appropriate industry body within six months of appointment to the panel; it is important for those actually involved in the appraisal interview to feel comfortable with their skill level and role.

Interview Process
The interview process undertaken during the formal performance meeting must be conducted in good faith for all parties.

CEO Key Performance Indicates (KPI's), Key Result Areas (KRA's) and Measurements
The CEO KRA's, KPI's and Measurements:

(a) Must contain a balance of both tactical and strategic KPI's;
(b) Must refer to the Strategic Community Plan and Corporate Business Plan;
(c) Must be within the CEO's control or remit; specific, clear and unambiguous; resourced appropriately; include realistic milestones and reporting requirements;
(d) Must mirror the expectations of the Council and the Community;
(e) Must acknowledge leadership;
(f) Be reviewed annually and then agreed between CEO and the Council after each review period;

(g) Once agreed upon, the KPI's shall be not be changed. However, KPI's may be amended during a review period by mutual agreement in the event of unforeseen or extenuating circumstances rendering a KPI no longer relevant or unachievable.

Key Performance Indicators are to be based around the areas of:

(a) Leadership & Strategy;
(b) Organisational Capability and Performance;
(c) Financial and Risk Management;
(d) Stakeholders' engagement and satisfaction;
(e) Innovation, Accountability and Sustainability;
(f) Growth and Prosperity;
(g) Professional Development.

Key result areas are to be negotiated with CEO performance review panel and the CEO, in line with Position Description that can be amended from time to time, and then signed off by full Council.

Procedure for the Review of the CEO Performance
Once established, the CEO performance review panel will set the review procedure and timeline requirements for each year. The review procedure must contain the following elements as a minimum:

(a) Review panel to assign an independent external facilitator to assist the panel and ensure the process meets governance requirements as well as facilitate the implementation of the CEO's professional development plan;
(b) Timely notification of all parties by the review panel of the review procedure, timeline requirements and any other relevant information such as the independent, external facilitator;
(c) CEO must provide a self-assessment to all elected members. The CEO must provide the self-assessment in written report format as a minimum but may also provide it in other formats of their choice;
(d) Review panel must assess performance inclusive of feedback from all Councillors.
(e) Review panel will agree on key focus areas and conduct an appraisal interview with the CEO;
(f) CEO must be provided with procedural fairness throughout the process including sufficient time to prepare responses and an opportunity to respond to the interview findings;
(g) The review panel will share the performance review finding with full the Council in a briefing session;
(h) Review panel to manage follow up including remuneration, KPI's, contract variations, review outcomes and analysis of interview feedback;
(i) Full report must be distributed to all Elected Members and the CEO.

Completion of Review
The Shire President, as head of the review panel, must provide the Shire Councillors and the CEO with a formal report that summarises the finding of the review including recommendations of the review panel to Council.

The CEO is to be invited to provide comment.

Council is to consider each review of the performance of the CEO carried out under Part 5, Division 4, Section 38, Local Government Act 1995 and is to accept the review, with or without modification, or to reject the view.

The KPI's for the following review period must be completed and signed off within 28 days of the CEO review process having been completed.

Completion of Process
The performance review panel must deliver a report to Council that outlines:

(a) What worked in the process;
(b) The new KPI's for the next 12 months;
(c) Recommended changes, if necessary, to this process over the next 12 months.

Record Keeping
The Shire President is to oversee the record keeping of the performance review, by ensuring the documents are held by the Shire's Human Resource department or officer responsible for Human Resource matters as confidential documents.

All documents relating to the review process must be registered on the Shire's records management system

Legislative and Strategic Context
Relevant Federal or State legislation, directives, guidelines, Acts or Regulations and/or the strategic context (Strategic Community Plan and Corporate Business Plan) that provide the broad framework within which the policy operates and/or with which it needs to comply.

(a) Local Government Act 1995;
(b) Local Government (Administration) Regulations, 1996, Part 4, Regulations 18D.

Review of Policy
This policy is to be reviewed annually by Council.

Remuneration Review
CEO remuneration review in line with contract **clause 6.10** (outlined below) and is to be undertaken as per the CEO Remuneration Review policy as this does not form part of the CEO Performance Review policy.

6.10 Annual review
6.10.1 The Total Remuneration Package shall be reviewed annually by the Council.

6.10.2 Reviews of remuneration shall be in accordance with the Determinations of the Salaries and Allowances Tribunal issued annually in June or as per the Shire CEO Remuneration Review policy.

6.10.3 In a review under sub-clause 6.10.1 there is no obligation on the Council to increase the salary or amount of the Total Remuneration Package and the Shire shall not reduce the salary or the Total Remuneration Package.'

Associated Documents
Related strategies, procedures, references, guidelines or other documents that have a bearing on this policy and that may be useful reference materials for users of this policy are as follows:

(a) The CEO Employment Contract;
(b) Position Description;
(c) The Council plans that are mentioned in the Strategic Community Plan and Corporate Business Plan;
(d) Any plans that have been endorsed by the Council during the CEO Performance review period that are not mentioned in the Strategic Community Plan and Corporate Business Plan.

PART 2 – HUMAN RESOURCES

2.1 EQUAL OPPORTUNITY

Objective:	**To maintain a workforce where all employees are treated equally and ensure the workplace is free of discrimination and harassment.**		
Date of adoption:	13 October 2008	***Minute No.***	120209
Date of amendment:	17 March 2022	***Minute No.***	030/22
Date of last review:	17 March 2022		
Legislative References:	*Equal Opportunity Act 1984 WA* *Racial Discrimination Act (Cth) 1975* *Sex Discrimination Act (Cth) 1984* *Australian Human Rights Commission Act (Cth) 1986 and Regulations 1989* *Disability Discrimination Act (Cth) 1992* *Age Discrimination Act (Cth) 2004* *Fair Work Act 2009* *Spent Conviction Act 1988*		
Internal References:	Shire of Broomehill-Tambellup Equal Employment Opportunity Management Plan Code of Conduct for Employees		

POLICY STATEMENT
The Council is dedicated to providing a harmonious and safe working environment and encourages good working relationships between all employees. All recruitment, selection and employment decisions will be based on the individual merit of applicants and employees.

POLICY
This Shire recognises its legal obligations under the:

(a) *Equal Opportunity Act 1984*
(b) *Racial Discrimination Act (Cth) 1975*
(c) *Sex Discrimination Act (Cth) 1984*
(d) *Australian Human Rights Commission Act (Cth) 1986 and Regulations 1989*
(e) *Disability Discrimination Act (Cth) 1992*
(f) *Age Discrimination Act (Cth) 2004*
(g) *Fair Work Act 2009*
(h) *Spent Conviction Act 1988*

and will actively promote equal employment opportunity and diversity based solely on merit to ensure that discrimination does not occur on the grounds of gender, age, marital status, pregnancy, race, disability, and religious or political convictions. This policy applies to all elected members, employees and contractors to the Shire.

All employment training with the Shire will be directed towards providing equal opportunity to all employees provided their relevant experience, skills and ability meet the minimum requirements for such training.

All promotional policies and opportunities with this Shire will be directed towards providing equal opportunity to prospective employees and engaging a diverse workforce provided their relevant experience, skills and ability meet the minimum requirements for engagement.

This Shire will not tolerate harassment within its workplace. Harassment is defined as any unwelcome, offensive action or concerning a person's race, colour, language, ethnicity, political or religious convictions, gender, marital status or disability.

The equal employment opportunity and diversity goals of this Shire are designed to provide an enjoyable, challenging, involving, harmonious work environment for all employees where each has the opportunity to progress to the extent of their ability. Ideally, our objective is for our workforce to reflect a diverse demographic that includes a broad range of age groups, abilities and cultural backgrounds while meeting the skill requirements of the organisation. The Shire recognises the value of differences in staff profiles as well as similarities; strives to adopt an inclusive approach and appreciates that a diverse workforce may adapt more readily to the changing expectations and needs of the community.

The CEO is responsible for developing and implementing procedures, practices or guidelines to deal with harassment, perceived harassment or discrimination.

2.2 SAFETY AND HEALTH IN THE WORKPLACE

Objective:	**To provide a safe and healthy work environment for all employees, contractors, visitors and volunteers.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Work Health and Safety Act 2020* *Work Health and Safety (General) Regulations 2022*		
Internal References:	Code of Conduct for Employees Policy 2.6: Fitness for Work Policy Policy 2.8: Harassment, Bullying and Discrimination Policy Shire of Broomehill-Tambellup Employee Handbook Shire of Broomehill-Tambellup Employee Induction Manual Worksafe Guidelines Safety Data Sheets (SDS)		

POLICY STATEMENT:
Council is committed to providing a safe and healthy work environment for all employees, contractors, visitors and volunteers.

The Shire encourages a consultative process to improve safety within the workplace and will provide the time and resources required to prevent or minimise the risk of illness, injury, harm or damage to the Shire's employees and property and to continuously improve work, health and safety standards within the workplace.

Safety is considered a shared responsibility and the Shire will strive to ensure the compliance and integrity of this policy is maintained.

The employer acknowledges a duty of care to:

(a) Provide and maintain a safe working environment;
(b) Provide adequate training, instruction and supervision to enable employees to perform their work safely and effectively;
(c) Investigate all actual and potentially injurious occurrences in order to identify and control the cause to reduce the level of risk in the workplace;
(d) Comply with AS/NZS ISO 45001:2018Occupational Health and Safety Management Systems audit requirements;
(e) Comply with the *Work Health and Safety Act 2020* , and the *Work Health and Safety (general Regulations 2022,* , relevant Australian Standards including AS/NZS ISO 31000, 2018 Risk Management and relevant Approved Codes of Practice; and
(f) Engage and consult stakeholders and representatives in matters regarding work, health and safety in the workplace.

Employees have a duty of care to:

(a) Work with care for their own safety and that of other employees, contractors, visitors and volunteers who may be affected by their acts or omissions;

(b) Report hazards, accidents, incidents and near misses to their Line Manager;

(c) Co-operate positively in the fulfillment of the obligations placed on their employer; and

(d) Assist in the reporting and investigation of any accidents with the objective of introducing and reviewing controls to prevent re-occurrence.

A safe and efficient place of work is our goal, and we must all be committed by working together to reach this outcome.

SAFETY AND HEALTH COMMITTEE TERMS OF REFERENCE

PURPOSE:

This document defines the structure, function, limits of authority and responsibilities of the Shire of Broomehill-Tambellup Safety & Health Committee.

SCOPE:

Title of Committee
The Committee shall be known as the 'Safety & Health Committee'.

Aims and Objectives of the Safety & Health Committee

- Communication and consultation opportunities for each department to have access to each other.
- To develop, assess and review Job Safety Analyses and Safe Work Method Statements.
- Review hazard, injury, damage and near miss, environmental incident reports, high risk incidents, and identify and discuss any potential trends and corrective actions.
- Review outstanding corrective actions for incident reports and workplace inspections.
- To assess and review critical incidents (WorkSafe and Local Government specific)
- To review and assess safety and health benchmarks, strategies and key performance indicators (KPIs) for the industry as a self-insured group.

Safety & Health Committee Structure and Format
The Committee shall consist of six (6) members of Occupational Safety and Health Representatives and management, as follows:

One (1) Administration Office representative
Three (3) Works Staff representatives (ideally one each from Construction, Maintenance & Parks & Gardens)
Two (2) Management representatives (inclusive of the CEO)

The CEO shall Chair each Committee Meeting. Where the CEO is not able to attend, the meeting shall elect the Chair for that meeting.

Election of Safety and Health Representatives
An elected Safety and Health Representative is appointed to the position for a two year term, commencing 1 July. Terms shall be staggered so that half of the Committee's term expires on odd years and half on even years.

At the end of a representative's term, nominations shall be called and elections held if there is more than one nomination received for a work area. If a safety & health representative is re-elected, they may attend a refresher course, however, this is not mandatory.

Resignations
Committee members wishing to resign must do so in writing to the Chief Executive Officer.

Frequency of Meetings
Meetings should be held on a regular basis (2 monthly), and shall be held at least once every 3 months. Any Committee member may request that the Chairperson call an extraordinary meeting in order to resolve an issue requiring urgent attention. If any meeting is cancelled or rescheduled, the details and reasons must be noted in the minutes of the next meeting.

Quorum
The quorum for a meeting to be held shall be 50% (3 members) present with not more than 50% of members being from management. The Committee cannot vote or form a consensus without a quorum.

Proxies
If an elected or appointed committee member is unable to attend a scheduled or extraordinary meeting, a proxy may be sought from their area of representation to assist in maintaining the Committee's quorum. The proxy will have authority to vote on their behalf at that particular meeting.

Order of Meetings
Discussion at the Safety & Health Committee meetings shall be controlled through an agenda. Any individual wishing a specific item to be included in the agenda should advise the Secretary prior to the meeting date, otherwise the item may be discussed under "new business".

Recording of Minutes
Accurate and concise minutes shall be recorded at each meeting and all agreed actions shall include the responsible person's name and an action by date. The minutes shall be distributed to each member prior to the next meeting then accepted as a true and accurate record at the meeting. If there are no discrepancies it is to be noted that "the minutes are accepted as a true and accurate record". A copy of the minutes shall be made available to all employees and displayed where appropriate eg on noticeboards in main workplaces or electronically.

Decision Making
The Committee shall, wherever possible, reach any decision by consensus. Where this is not possible the chair shall call for a vote - a minimum of a simple majority (that is, one more than half of the people present providing there is a quorum) shall be required to carry any motion. Reasons for dissent shall be recorded in the minutes.

RESPONSIBILITIES:

Chairperson
- Approve meeting time and venue
- Direct and guide discussion at meetings
- Ensure all agenda items are discussed and end with definite outcomes
- Review and sign minutes
- Ensure all members have an opportunity to contribute

Committee Members
- Attend meetings
- Prepare and present reports as requested by the Committee

- Report on workplace inspections and accident investigations undertaken
- Develop strategies to improve safety and health
- Raise issues on behalf of other staff relating to safety & health

Committee Secretary

- Record meeting minutes
- Ensure minutes are distributed
- Table any correspondence
- Report on status recommendations and ongoing action items
- Distribution of technical reports
- Shall nominate person to act as Secretary in their absence

Annual Evaluation of Committee's Effectiveness

The Committee shall in May each year undertake a review to evaluate its effectiveness and, as a guide, the following should be determined:

- Are the Safety Committee's aims and objectives being met?
- Should the aims and objectives be amended?
- Is the Safety Committee's effectiveness improving or deteriorating?
- Are Safety Committee members regularly attending meetings?
- Review the Terms of Reference

TRAINING:

Committee members shall receive adequate and appropriate training within work hours to enable them to fulfil their role.

REFERENCE DOCUMENTS:

- Workplace Health and Safety Act 2020
- Workplace Health and Safety (General) Regulations 2022

2.3 CORPORATE UNIFORM AND APPROPRIATE DRESS

Objective:	**To establish a professional dress standard for its staff that is in keeping with customer and corporate expectations, and legislative requirements.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Work, Health and Safety Act 2020* *Work, Health and Safety (General) Regulations 2022*		
Internal References:	Code of Conduct for Employees Employee Handbook Employee Induction Manual		

POLICY STATEMENT:
Council recognises the importance of corporate identity and dress appropriate to the work and conditions, and legislative requirements of the *Occupational Safety and Health Act 1984*, and encourages Shire employees to wear the local government industry uniform.

Administration Staff
To support a corporate dress standard, the cost of the approved uniform will be subsidised to a maximum as determined as part of the annual budget process.

New employees, after successfully completing their three month probationary period, are entitled to purchase uniforms from Councils preferred supplier within the provision determined in the Annual Budget.

Works Staff
Personal protective clothing as described below will be purchased by Council from its preferred supplier as determined annually following adoption of the budget.

In accordance with *Part 3.2, Division 5 s44 Work, health and Safety (General) Regulations 2022*, new works employees will be provided with a high visibility vest, a wide brim hat, one pair of safety sunglasses and one pair of boots with protective caps on commencement of duties with the Shire.

Following completion of the compulsory three month probationary period, new employees will be entitled to receive 5 high visibility shirts, 2 high visibility jumpers and 3 pairs of trousers.

The annual top up allocation to works employees will consist of 3 pairs of trousers, 3 high visibility jumpers, 3 high visibility shirts and a pair of boots with protective caps.

High visibility jackets and vests may be available at the discretion of the Chief Executive Officer and subject to budget allocation.

2.4 GRATUITY AND REDUNDANCY PAYMENTS

Objective:	**To recognise an employee's length of service and contribution by payment on retirement or voluntary redundancy of an amount over and above the employee's legal entitlement.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	October 2022		
Legislative References:	*Local Government Act 1995 s5.50* *Local Government (Administration) Regulations (regulation 19A)*		
Internal References:	Code of Conduct for Employees		

PURPOSE
To describe the circumstances in which gratuity and redundancy payments may be made to staff.

POLICY
Gratuities
The CEO will consider the payment of a gratuity to any employee of ten years or more standing who is leaving the service of the Shire for retirement purposes.

In considering this matter, the CEO will give particular regard to:
(a) the employee's history and length of employment with the Shire;
(b) the employee's sick leave record;
(c) performance review reports from the previous three years; and
(d) the employee's personal contribution to the progress of the Shire's objectives and community wellbeing.

The CEO, after taking into account the above criteria, may agree to the awarding of the following gratuity:
(a) a payment up to the maximum permitted by the *Local Government Act 1995* section 5.50, and *Local Government (Administration) Regulations* (regulation 19A).

Employees leaving to take up another position elsewhere will not be eligible for a gratuity payment but may, at the discretion of the CEO, be eligible for a gift up to the value of $100 for every year of service.

Voluntary Redundancies
In the event of the CEO seeking applications for voluntary redundancy from specific staff or classes of staff, the CEO will have regard to the following when determining a redundancy package:
(a) the employee's history and length of employment with the Shire;
(b) the employee's sick leave record;
(c) performance review reports from the previous three years; and
(d) the employee's personal contribution to the progress of the Shire's objectives and community wellbeing.

Council, after taking into account the above criteria, may agree to the awarding of the following redundancy payment, in addition to the employment Award or Agreement conditions:

(a) a payment up to the maximum permitted by the *Local Government Act 1995* section 5.50, and *Local Government (Administration) Regulations* (regulation 19A).

2.5 STAFF BENEFITS

Objective:	**To provide for consistency of employment conditions for all staff.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:			
Internal References:	Housing and Land Strategy Policy 2.11: Employee Superannuation Code of Conduct for Employees		

POLICY STATEMENT
The Council recognises that to attract employees the Shire must have employment conditions which are fair and provide incentive and opportunity. To achieve this, Council will:

Housing
Provide quality housing as per Council's Housing and Land Strategy as follows:
Section 6: Housing Replacement Strategies:

4. Strategy
It is recommended that the base preferred specification for future staff housing construction, other than executive housing, be:

(a) 3 bedroom, 2 bathroom, 2 living areas;
(b) Built in robes to bedrooms;
(c) Covered outdoor area and 2 car carport and shed;
(d) Solar hot water system.

5. Strategy
It is recommended that the base preferred specification for future executive staff housing construction be:

(a) Four Bedroom, 2 bathroom and a study;
(b) Two car fully enclosed garage;
(c) Two living areas, dining room, outdoor/alfresco area;
(d) All bedrooms to have built in or walk in robes;
(e) Sufficient linen/storage or at least large cupboard areas;
(f) Solar hot water system;
(g) Fully paved and landscaped outdoor areas;
(h) Reverse cycle air conditioning.

Housing rentals will be subsidised and include window treatments, reticulated lawn and garden areas and provision of a rainwater tank.

Telephones
The Shire will provide financial assistance to employees who require a telephone connection to their private residence for Shire purposes and will reimburse any employee for telephone charges incurred undertaking Shire business.

2.6 FITNESS FOR WORK POLICY

Objective:	**To provide a safe working environment and duty of care for employees under the *Work, Health and Safety Act 2020.***		
Date of adoption:	22 June 2010	***Minute No.***	100616
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Work, Health and Safety Act 2020* *ISO 31000 Risk Management – Principals and Guidelines*		
Internal References:	Code of Conduct for Employees		

POLICY STATEMENT:
The Shire is committed to safety as the major priority for all of its operations.
The goal is to perform work in such a manner that the potential for injury is reduced.

It is the intention to create an environment where employees and contractors recognise the health and safety risks of misusing alcohol and other drugs and thus provide an opportunity for them to obtain assistance to avoid such misuse.

The purpose of this policy is to ensure that all staff are fit for work by:

(a) Implementing a fair and proactive alcohol and other drugs screening program;
(b) Ensuring staff understand that they are responsible for reporting any instances where they believe that they are unfit for work to prevent incidents.

This will contribute to the safety and health of all employees and contractors of the Shire of Broomehill Tambellup.

The Shire of Broomehill-Tambellup's Commitment
The Shire of Broomehill-Tambellup is committed to providing the safest possible workplace for its employees and to achieve the highest standards of safety and health, all employees are encouraged and expected to be free of alcohol and/or other drugs in excess of specified standards whilst at work. The underlying principles of the Shire of Broomehill-Tambellup are fairness and transparency and providing a safe workplace that promotes and protects the well-being of all employees within the Shire of Broomehill-Tambellup.

The Shire of Broomehill-Tambellup and its employees must take all reasonable care not to endanger the safety of themselves or others (including customers) in the workplace. Alcohol and other drug usage becomes a health and safety issue if a worker's ability to exercise judgment, coordination, motor control, concentration and alertness at the workplace is impaired. For the purposes of this policy, the term 'employee/s' shall extend to cover contractors, volunteers and any person performing work for or with the Shire of Broomehill-Tambellup in any capacity.

The Individual's Responsibility
Under the *Work Health and Safety Act 2020*, workers must take reasonable care of their own safety and health and not endanger the safety and health of others at the workplace. The consumption of alcohol and/or drugs while at work is unacceptable (the hazard extends to being adversely effected, possibly as a result of the night before in addition to consumption at work), except in relation to any authorised and responsible use of alcohol at workplace social functions.

Employees are required to present themselves for work and remain, while at work, capable of performing their work duties safely. An employee who is under the influence of alcohol and/or drugs at

the workplace, or is impaired, may face disciplinary action including possible termination of employment.

All employees are expected to comply with the Shire of Broomehill-Tambellup's Code of Conduct at all times. They should carry out their duties in a professional, responsible and conscientious manner and refrain from any conduct (including alcohol abuse or substance misuse) which could adversely affect their personal work performance or the safety and well-being of others.

Reporting Requirements
Under the *Work, Health and Safety Act 2020*, Employees must report to their employer any situation where they genuinely believe that an employee may be affected by alcohol and/or other drugs, as this presents a hazard in the workplace.

Pre-Employment Medical Tests
As part of the recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

Prescribed and Over the Counter Medications
The Employee must follow the instructions in respect of prescribed or over the counter medications. If the medication affects their ability to perform a task they must advise their supervisor or manager. Employees taking prescribed or over the counter medication must not commence duties if their doctor or pharmacist indicates that it would not be safe to do so.

It is expected when being prescribed medication that workers indicate to the medical professional what the nature of their work is so the medical practitioner may have opportunity to prescribe the most appropriate medication to reduce impact on safety performance.

The categories of drugs and substances prohibited by the Shire of Broomehill Tambellup are outlined as per the Australian Standard AS 4308 for drugs of abuse.

Permitted Blood Concentrations
Alcohol: BAC (Blood Alcohol Content) for any person engaged in work must be 0.0mg/L
Drugs: as per the Australian Standard for illicit drugs AS4308.

Drug Use on the Premises
Employees who buy, take, or sell drugs on Shire of Broomehill-Tambellup premises may be found to have engaged in serious misconduct. Such behaviour may result in disciplinary action up to and including dismissal and may be referred to the relevant authorities.

Consumption of Alcohol on the Premises
Except in situations where the Shire of Broomehill-Tambellup holds a function on the premises and alcohol is provided, employees must not bring in and/or consume/or sell alcohol in the workplace.

Routine Shire endorsed activities are, but not limited to, council meeting attendance, Christmas parties, leaving and work anniversary parties, project conclusions, and routine social club functions/meetings.

Drug/Alcohol Treatment Programs
Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the Local Government will provide assistance to the employee.

(a) The Shire of Broomehill-Tambellup will allow an employee to access any accrued personal or annual leave while they are undergoing treatment and;
(b) The Shire of Broomehill-Tambellup will take steps to return an employee to their employment position after completion of the treatment program, if practicable in the circumstances.

Where an employee acknowledges that they have an alcohol or drug problem and are receiving help and treatment, the line manager or members of senior management will review the full circumstances and agree on a course of action to be taken. This may include redeployment to suitable alternative employment, or

possible termination from employment if the employee is unable to safely carry out the requirements of their role.

Responsibilities

The Shire of Broomehill-Tambellup considers that the use of alcohol or other drugs is primarily a health issue for individual employees, however, where an employee's performance or conduct affects his/her health and safety, and/or others in the workplace, the Shire of Broomehill-Tambellup is committed to appropriately managing the issue.

A likely outcome of any breach of this policy will be disciplinary action (up to and including termination of employment), however the Shire of Broomehill-Tambellup may also manage the issue by:

(a) Providing appropriate education and training to employees;

(b) Providing professional counselling and support where needed.

Managers' Responsibilities - Consumption of Alcohol at Work Sponsored Functions

Team managers shall:

(a) Encourage their people to make alternative arrangements for transport to and from work prior to the function;

(b) Ensure that the following is made available: - Low alcohol beer, soft drinks and water - Beverages: Tea, coffee and food;

(c) If the manager believes a person may be over the BAC 0.05 limit, assist the person with safe transport home (including contacting a family member or arranging a taxi); and

(d) If the manager has to leave the function early, appoint a delegate to oversee the rest of the function;

(e) Ensure cessation of all physical and computer based work;

(f) Ensure cessation of all use of equipment and machinery (including plant and mobile plant);

(g) Ensure cessation of dealing with enquiries and advisory functions to the members of the public.

Pre-Employment Medical Tests

As part of the recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

Identification of Impairment & Testing

If the Shire of Broomehill-Tambellup has reasonable grounds to believe that an employee is affected by drugs and/or alcohol it will take steps to address the issue.

Reasonable grounds may include (but are not limited to), where an employee's coordination appears affected, has red or bloodshot eyes or dilated pupils, smells of alcohol, acts contrary to their normal behaviour, or otherwise appears to be affected by drugs and/or alcohol.

Testing may be carried out as a result of all incidents (including, but not limited to near miss, injury, property damage, and personal altercations). Random testing may also be conducted. Random testing may utilise a variety of methods for randomly selecting names such as software, lottery of selection through coloured marbles in a bag drawn by each employee. All staff on site must participate in the random selection. If the Shire of Broomehill-Tambellup suspects that an employee is under the influence of drugs and/or alcohol it may pursue any or all of the following actions:

(a) Direct an employee to attend a medical practitioner and submit to a medical assessment to determine whether the employee is fit to safely perform their duties;

(b) Direct an employee undergo drug and alcohol testing administered by a representative of the Shire of Broomehill Tambellup. (The Shire of Broomehill Tambellup person conducting the testing must be appropriately trained/qualified); A non-negative oral drug test result, administered by a trained Shire Representative may result in a referral to an independent NATA (National Association of Testing Authorities) accredited laboratory nominated by the Shire for a urine test confirmation;

(c) Require that an employee undergo drug and alcohol testing administered by a representative of the Shire of Broomehill-Tambellup; and

(d) Direct an employee to go home.

A medical assessment may include a drug and/or alcohol test. Testing shall be conducted in accordance with the Australian Standard AS/NZS 4308:2008 - Procedures for specimen collection and the detection and quantitation of drugs of abuse in urine. Other testing may be used if urine samples are unattainable.

In circumstances where an employee indicates the consumption of prescription or pharmacy drugs, the Shire of Broomehill-Tambellup may request further information from the medical practitioner conducting the assessment about the effects and proper usage of the prescription or pharmacy drugs being taken. The Shire of Broomehill-Tambellup may direct the employee to go home following the medical assessment until it can be established that they are fit to undertake their duties.

If an employee refuses to attend a medical examination or refuses to submit to an alcohol or drug test, the employee will be immediately directed to go home. Refusal to attend a medical assessment or refusal to go home constitutes a breach of this policy and may result in disciplinary action being taken against the employee up to and including the termination of employment.

The following steps are to be taken where an employee who has submitted to a medical assessment returns a positive test result for alcohol and/or drugs:

(a) The employee tested and the supervisor (or respective employer) will be informed of the result;

(b) A disciplinary discussion will take place in accordance with the disciplinary policies and procedures of the Shire of Broomehill-Tambellup.

An employee who returns a positive test will be in breach of this policy. A breach of this policy may result in disciplinary action being taken against the employee up to and including the termination of employment.

Education, Training & Awareness

Employees who recognise that they have a drink or drug problem, or that they are at risk of developing one, are encouraged to come forward so that they can be assisted to get the appropriate help.

The Shire of Broomehill-Tambellup engages the services of an external Employee Assistance Provider who can provide the organisation's people with free and confidential counselling.

Consequences of Breaching this Policy

An employee engaged by the Shire of Broomehill-Tambellup who breaches the provisions of this policy may face disciplinary action including possible termination of employment.

Variation to this Policy

This policy may be cancelled or varied from time to time. All the organisation's employees will be notified of any variation to this policy by the normal correspondence method.

2.7 E-MAIL POLICY

Objective:	**To provide consistency for all staff in keeping of electronic mail records.**		
Date of adoption:	22 June 2010	***Minute No.***	100616
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Work, Health and Safety Act 2020*		
Internal References:	Policy 2.8: Harassment, Bullying and Discrimination Policy Code of Conduct for Employees Management Practice 2.4: Internet and Email Access		

INTRODUCTION

Electronic mail (e-mail) has become an important means of communication around the world. It offers an effective form of transmission that combines the informal, instantaneous and direct person to person contact of a conversation or telephone call with the permanence and non-intrusive nature of a letter or minute. E-mail can travel the world in seconds and a message can be distributed to individuals or larger groups with equal ease. It has the advantage that it is easy to use and is more economical than both paper and telecommunications.

E-mail is the preferred means of exchanging standard administrative and technical information and other informal correspondence. It should not be used for formal documents recording significant decisions or approvals or which otherwise warrant becoming part of the permanent record. Email should not be a substitute for other communication methods such as telephone, facsimile, or face to face meetings that would be more effective. E-mail should be viewed as merely another means of communication. Classified or in-confidence information should only be transmitted by e-mail where the entire network, from sender to receiver, has the necessary security classification. Messages to external addressees which would be sent via the Internet or other unsecured networks should be UNCLASSIFIED only.

E-mail should not be used for sending messages that are abusive, obscene, libellous and insulting or in bad taste. It is inappropriate for e-mail to be used for personal messages or for the creation and/or the distribution of jokes, cartoons, discriminatory or other inappropriate material including pornography and will be addressed according to the Council's Harassment, Bullying and Discrimination policy.

Staff must be individually responsible for e-mails that they create and/or receive and will be held accountable for messages issued in their name. All Managers should ensure that e-mail facilities and services in their work areas are used suitably and in accordance with this policy.

The Chief Executive Officer and Manager Finance and Administration are responsible for policy associated with e-mail, inherent to the Shire of Broomehill-Tambellup local area network. Responsibilities include:

(a) the usefulness and maintenance of e-mail within the Council and with satellite centres and external addressees;
(b) ensuring that any new e-mail system is compatible with local government standards; and
(c) providing any necessary training and support for all email users.

2.8 HARASSMENT, BULLYING AND DISCRIMINATION

Objective:	**To provide a best practice approach to prevent harassment, bullying and discrimination in the workplace.**		
Date of adoption:	22 June 2010	***Minute No.***	100616
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Work, Health and Safety Act 2020* *State Equal Opportunity Act (1984)* *Equal Employment Opportunity (Commonweath Authorities) Act 1987* *Workers Compensation and Injury Management Act 1981* *Equal Opportunity Act 1984* *Racial Discrimination Act (Cth) 1975* *Australian Human Rights Commission Act (Cth) 1986 and Regulations 1989* *Disability Discrimination Act (Cth) 1992*		
Internal References:	Policy 2.1 Equal Opportunity Code of Conduct for Employees		

INTRODUCTION

The Shire of Broomehill-Tambellup recognises that everybody has the right to be treated with respect and dignity at work. The purpose of this Policy is to:

(a) Eliminate harassment (including bullying, sexual, racial vilification and victimisation) and discrimination;

(b) Ensure all staff, clients and visitors are aware of their roles and responsibilities to ensure the Shire provides a safe and inclusive workplace;

(c) Encourage prompt resolution of complaints confidentially and effectively; and

(d) Ensure that the Shire complies with its legal responsibilities in accordance with legislation.

SCOPE

This Policy applies to all staff, clients and visitors to the Shire of Broomehill-Tambellup.

PROCESS

The Shire is required under legislation to develop and implement programs designed to remove harassment, bullying and discrimination from the workplace.

POLICY

The Shire of Broomehill-Tambellup considers workplace harassment, bullying and discrimination as unacceptable; it will not be tolerated under any circumstances.

Any reports of this matter are to be treated seriously and investigated promptly, confidentially and impartially. The Shire encourages Staff to report incidents early to prevent an escalation of the situation and to facilitate a positive resolution.

Managers and supervisors must ensure that employees or witnesses, who make complaints, are not victimised.

Where a person is found to have harassed or bullied another person, following a formal complaint, they may face disciplinary steps under the grievance procedures.

DEFINITIONS

Bullying

Is unwelcome and offensive behaviour that intimidates, humiliates and/or undermines a person or group. Bullying, which is a form of workplace harassment, generally involves a persistent pattern of behaviour over a period of time and may include verbal abuse, physical assault, unjustified criticism, sarcasm, insults, spreading false or malicious rumours about someone, isolating or ignoring a person, putting people under unnecessary pressure with overwork or impossible deadlines, and sabotaging someone's work or their ability to do their job by not providing them with vital information and resources.

Confidentiality

Refers to information kept in trust and only those people directly involved in the concern or who are involved in resolving a complaint will be provided with information about a complaint. There may be a need to disclose confidential information in circumstances where a matter is considered to involve a criminal action or a breach of the Shire's duty of care and in such cases the information will be divulged only to those who need to know.

Discrimination

Is treating someone unfairly or unequally simply because they belong to a group or category of people. Equal opportunity legislation prohibits discrimination on the grounds of sex, marital status, pregnancy, family responsibility, family status, race, religious or political convictions, gender history, impairment, age or sexual orientation. Victimisation is also treated as an unlawful act.

Duty of Care

The Shire has a legal obligation to provide staff, clients and visitors with a safe workplace, which is free from harassment and discrimination. Complaints may, therefore, need to be referred, in cases involving staff, to the CEO.

Harassment

Unacceptable conduct that consists of unwelcome and uninvited comments or actions that intimidate, offend, humiliate or embarrass a person or a group of persons. Equal opportunity legislation prohibits harassment on the grounds of sex, race and/or disability.

Natural Justice

Refers to a process that is fair to all parties and free of bias. The principles include the right for an affected person to be heard before any decision which has the potential to affect them is made, the right to be informed of allegations made, the right of response, the right to representation and consistency regarding the Shire's approach to such issues.

Racial Harassment

Occurs when a person is threatened, abused, insulted or taunted in relation to their race or by association, descent or nationality, colour, language or ethnic origin, or a racial characteristic. It may include derogatory remarks about people from particular countries or races, disparaging remarks about someone's accent or manner of speaking, mockery of skin colour or appearance, or displays of material prejudicial to a particular race and racial jokes.

Racial Vilification

Involves the incitement of racial hatred or harassment by statements or public acts.

Sexual Harassment

Is any verbal or physical sexual conduct that is unwelcome and uninvited that humiliates, intimidates or offends and that, in the circumstances, a reasonable person would have anticipated the conduct would have such an effect. It may include kissing, embracing, patting, pinching, touching, leering or gestures, questions about a person's private or sexual life, requests for sexual favours, smutty jokes, phone calls, emails, facsimiles or messages, offensive noises or displays of sexually graphic or suggestive material.

Victimisation
Includes any unfavourable treatment of a person as a result of their involvement in a complaint. Unfavourable treatment could include: adverse changes to the work environment, denial of access to resources, work opportunities or training, refusing to provide information, ignoring the person, dismissal or refusing to renew a contract of employment.

Principles

(a) Harassment, bullying, discrimination and victimisation should not be confused with legitimate comment and advice regarding standards of work, workplace behaviour or feedback on work or performance given appropriately by managers or supervisors;

(b) In dealing with complaints, the rights of all individuals should be respected and confidentiality maintained;

(c) Both the person making the complaint and the person against whom the complaint is made will receive information, support and assistance in accordance with the principles of natural justice;

(d) Victimisation is unacceptable and will not be tolerated. No person making a complaint, or assisting in the investigation of a complaint, is to be victimised. Victimisation of people making complaints will be treated as seriously as the original behaviour giving rise to the complaint;

(e) All staff, clients and visitors are expected to participate in the complaint resolution process in good faith; and

(f) All complainants have the right to have their complaint heard in an external forum.

Peer Support
Advice and support to complainants, respondents, managers and supervisors on conciliation of complaints; may include internal investigations.

SUPPORT AND ADVICE

The Shire of Broomehill-Tambellup recognises that the experiences of being harassed, bullied or being accused of bullying are highly stressful and emotional. We are committed to ensuring that our staff have access to free, confidential counselling with LGIS.

Staff wishing to access this counselling should contact LGIS directly on 9483 8888. LGIS is located at Level 3, 170 Railway Parade, West Leederville.

RELATIONSHIP TO LEGISLATION AND OTHER POLICIES:
Under the *Work, Health and Safety Act 2020,* the Shire has a responsibility to ensure the safety and health of all employees.

Under the *Equal Opportunity Act (1984)* an employer is required to ensure that people are not discriminated against on a range of grounds. The employer is also responsible to ensure that the workplace is free of sexual harassment. The *Workers Compensation and Injury Management Act 1981* provides for employees injured at work.

2.9 EMERGENCY SERVICE LEAVE

Objective:	**To provide employees who participate in volunteer emergency service organisations access to leave for the purpose of active service or training with the emergency service organisation.**		
Date of adoption:	15 September 2011	***Minute No.***	110909
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:			
Internal References:			

POLICY STATEMENT

The Council recognises that the participation of employees in volunteer emergency service organisations is a positive and vital role in the community.

To support employees who are members of an approved volunteer emergency organisation (such as St John Ambulance, State Emergency Service, Volunteer Bush Fire Brigade or Volunteer Fire and Emergency Service), paid leave of up to 38 hours per calendar year will be granted for the purpose of participating in training or active service of the volunteer emergency organisation, at the discretion of the Chief Executive Officer.

This leave will be in addition to annual leave entitlements.

Service or training in excess of 38 hours per calendar year is subject to the approval of the Chief Executive Officer and is conditional upon the likely disruption to the employee's work.

Paid leave granted under this Policy will be treated as continuous service for the purposes of calculating annual leave, long service leave, sick leave or any other entitlements. Unpaid leave will be treated as leave without pay.

Employees requiring access to Emergency Service Leave are to provide reasonable notification where possible, and have the leave approved by the Chief Executive Officer or Manager of Works. Employees granted leave under this Policy will be paid for time absent from duty up to the total of ordinary time usually worked in that day or period during the emergency, but not including time in excess of ordinary working hours, weekends or public holidays.

Employees seeking leave under this Policy must provide certification that they have become members of a recognised volunteer emergency service organisation.

2.10 ** POLICY REPEALED**

Council Policy 'Code of Conduct for Employees' repealed 17 November 2022

2.11 EMPLOYEE SUPERANNUATION

Objective:	**To provide an employee benefit through additional contributions to superannuation.**		
Date of adoption:	17 March 2016	***Minute No.***	160307
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	11 February 2021		
Legislative References:	*Superannuation Industry (Supervision) Act 1993*		
Internal References:	Policy 2.5: Staff Benefits Code of Conduct for Employees		

OBJECTIVE

The Council is committed to recruiting and retaining appropriately skilled and qualified employees in order to deliver the full range of services required of the local government.

Employee benefits, including additional superannuation contributions, can assist in both recruitment and retention of staff.

POLICY

The Council will contribute up to 5% of an employee's fortnightly wage to a complying superannuation fund (in accordance with the *Superannuation Industry (Supervision) Act 1993)* of the employee's choice. This is conditional on:

(a) a matching contribution being made by the employee; or
(b) an individual employment agreement that may state otherwise.

All employees will receive the compulsory superannuation contribution as per Superannuation Guarantee legislation.

2.12 CONFERENCES, SEMINARS AND TRAINING COURSES – GENERAL STAFF ATTENDANCE

Objective:	**To provide guidelines surrounding employees attendance at conferences, seminars and training courses.**		
Date of adoption:	18 April 2019	***Minute No.***	190409
Date of amendment:	11 February 2021	***Minute No.***	210208
Date of last review:	21 April 2022	***Minute No.***	056/22
Legislative References:			
Internal References:	**Code of Conduct for Employees**		

OBJECTIVE

The Chief Executive Officer has authority to approve staff attendance at conferences, seminars and training courses based on advice from the relevant Manager.

All approvals and funding of expenses shall be as per the following guidelines –

(a) To achieve uniform practice throughout the organisation;

(b) To reduce matters placed on agendas for the Council's consideration;

(c) To maximise training opportunities and therefore productivity and efficiency of staff;

(d) Minimising delay in accepting training opportunities.

Standards associated with the attendance of staff at conferences/seminars/courses –

(a) Accommodation in the hotel or venue at which the conference/seminar/course is held, or other nearby venue;

(b) Economy class airfare if necessary;

(c) Reasonable meal costs and out of pocket expenses.

BACKGROUND

Attendance at conferences, seminars and training courses is considered to be a component of the ongoing education and training of staff, which results in a more efficient service to the Council and the community. Such forums provide a means by which information and knowledge can be obtained from other organisations and bodies.

In some cases there is a mutual benefit to both the employer and employee in attending conferences and training courses and as such the conditions of attendance may be negotiated between the employee and the CEO.

Attendance at Conferences, Seminars and Training Courses

During the budget preparation process, the Chief Executive Officer shall determine an allocation of funds sought for conferences, seminars and training courses in the ensuing year.

Consideration will be given to –

(a) The cost of each known conference, seminar and training course plus a contingency allowance for unforeseen events;

(b) The duration of the event and expected period of absence;

(c) The benefit expected to be derived from attendance at such an event.

Approval to attend is only to be granted if the relevant budget provides sufficient funds and the conference, seminar or training course is of particular relevance to the Council's operations.

When special funding is required, which is not included in the adopted budget for the financial year, the application must be submitted to the Council with a report prepared by the Chief Executive Officer on the application.

In respect of employees attending approved conferences, seminars and training courses at the

Council's discretion, the following expenses will be met by the Council:

(a) Registration fees;
(b) Accommodation and reasonable meal costs, excluding alcohol;
(c) Minor expenses such as taxi's, parking, telephone calls and laundry etc.;
(d) Travelling expenses.

Accommodation

(a) Should an employee require accommodation, then this will be available at a specified venue at the Council's expense. Extras such as mini-bars, in house movies and telephone calls will be the employee's responsibility except if calls are work related. A register of these calls must be kept to claim reimbursement.
(b) If an employee chooses to stay with relatives or friends, there shall be no payment for accommodation.
(c) Officers may request upgraded accommodation to cater for personal taste or other family members. The Council will only be responsible for reimbursement of the cost of standard accommodation. Additional charges will be the Officer's responsibility.

Meals

(a) Breakfast – maximum up to $20 per day on production of receipts.
(b) Lunch is normally provided by the course, however if not provided, the Council will pay up to a maximum of $20 per day on production of receipts.
(c) Evening meal – maximum up to $40 per day, excluding alcohol, on production of receipts.

Travelling

(a) The Council will allow employees to travel to the course in work hours ie: if the course is to be held in Perth the employee can depart the Broomehill or Tambellup office at 2pm on the day prior to the course in order to arrive at the employee's approximate normal finishing time. The same principal would apply for any other destinations.
(b) In acknowledging the dual benefit of attending a conference or training, in most cases it is expected that travelling home from a course will be in the employee's own time and no overtime will be paid.
(c) The Council will provide a vehicle for travel, however the vehicle must be returned to the Tambellup Depot on the same day, unless prior arrangements are made with the Chief Executive Officer.
(d) If any employee wishes to use their own vehicle in preference to a Council vehicle, then fuel only for the vehicle for travel to and from the course will be reimbursed. No vehicle allowance or kilometre rate will be paid.

An informative written report on the attendance at each conference/seminar shall be prepared and submitted to the Chief Executive Officer or appropriate Manager if requested.

2.13 MOTOR VEHICLES

Objective:	**To establish parameters for provision of motor vehicles to senior employees, general guidelines for use of Shire vehicles and facilitation for private use of vehicles, where applicable.**		
Date of adoption:	17 October 2019	***Minute No.***	191007
Date of amendment:	11 February 2021	**Minute No.**	210208
Date of last review:	11 February 2021		
Legislative References:			
Internal References:	Code of Conduct for Employees		

POLICY STATEMENT
To provide guidance for allocation of motor vehicles to employees, used in a manner comparable to Shires with similar sized operations and responsibilities.

POLICY
It is the policy of the Shire of Broomehill-Tambellup to provide motor vehicles to employees appointed to the following positions –

(a) Chief Executive Officer;
(b) Manager Finance and Administration; and
(c) Manager of Works.

The type of vehicle supplied will be determined by the Chief Executive Officer, and within the provisions of the Annual Budget and Plant Replacement Program. The private use of vehicles for the above-mentioned positions will apply as part of their individual salary package or contract.

Other Employees
Private use of any vehicle by all other employees must be approved by the Chief Executive Officer or Manager of Works, prior to any use. Continued requests must be referred to the Chief Executive Officer.

General Conditions of Use
(a) Smoking is strictly prohibited within Shire vehicles at all times;
(b) Motor vehicles may also be provided for permanent, acting or temporary officers when specific terms and conditions may be offered and agreed;
(c) Spouses or partners are permitted to drive these motor vehicles provided that this does not disrupt the Shires business for which that vehicle is allocated, in any way;
(d) Other dependents or persons are not expected to be driving these vehicles unless there is a specific need related to Shire business or in an emergency situation or where the CEO has granted specific approval;
(e) Staff and elected members are to meet the costs of any parking or traffic infringements incurred whilst driving Shire vehicles;
(f) All vehicles are regarded as pool vehicles for general use by Shire employees for work related purposes during office hours; and
(g) Shire provided motor vehicles shall not be used for approved secondary employment or in the conduct of private commercial business unless express written approval of the CEO is given.

Novated Leases
Salary packaging a vehicle using a novated lease is an arrangement where the employer allows an employee to include the purchase cost of a vehicle (via a novated lease) and its running costs within the employee's salary.

Employees who are allocated a Shire vehicle as part of their remuneration package, may choose to 'cash out' the vehicle component of their package and receive a vehicle allowance in lieu of a car benefit. The option to do this is only available when the employee seeks to enter into a Novated Lease arrangement.

When a Novated Lease is taken by an employee, their employment contract shall contain the following clause –

A vehicle allowance of $_____ per annum (taxable) is provided in lieu of the provision of a motor vehicle. Allowances may be utilised to purchase a vehicle through a novated lease in accordance with the following –

(a) The vehicle must be utilised by the employee for work purposes and that employee is not able to utilise 'pool' vehicles for work or private purposes;
(b) The vehicle may be hired by the employer for other employee or Councillor work requirements at the discretion of the owner of the vehicle and, if so hired, may be charged at the prevailing rate provided for in the Local Government Industry Award 2010;
(c) In the event of damage incurred by the hirer in part 2 (above), the Shire will meet the cost of any damage or insurance excess to a maximum of $500.

Any arrangement under this policy is to be included in the employee's Contract of Employment.

Other Employees
Employees who are not allocated a Shire vehicle as part of their remuneration package can enter into a Novated Lease arrangement at the discretion of the CEO, provided there is no cost to the Shire of Broomehill-Tambellup. These employees are not entitled to receive a vehicle allowance.

2.14 REMOVAL EXPENSES - SENIOR STAFF

Objective:	**To attract senior staff to the Shire of Broomehill-Tambellup and to provide guidance regarding the maximum amount that the Council will contribute towards relocation expenses upon the recruitment of senior staff and the circumstances under which reimbursement of those expenses will be sought**		
Date of adoption:	17 March 2022	***Minute No.***	035/22
Date of amendment:			
Date of last review:	17 March 2022		
Legislative References:			
Internal References:			

POLICY STATEMENT
The Council will, when contributing to the relocation costs of new senior staff:

Pay the total relocation costs to a maximum of $7,000 subject to three quotes for the relocation being obtained and the most satisfactory being endorsed by the CEO, subject to the following:

(a) Should the new officer leave the employ of the Council for any reason within three months of employment, the officer shall reimburse to the Council 100% of the relocation costs.

(b) Should the new officer leave the employ of the Council for any reason between three months and six months of employment, the officer shall reimburse to the council 50% of the relocation costs.

(c) Should the new officer leave the employ of the Council for any reason between six months and twelve months of employment, the officer shall reimburse to the council 25% of the relocation costs.

(d) Should the new officer leave the employ of the Council for any reason after twelve months of employment, the officer shall not be required to reimburse to the council any portion of the relocation costs.

Further, in the event that relocation expenses are required to be reimbursed in accordance with this policy, those funds shall be deducted from the officer's final pay and if required invoiced to the officer for any shortfall following termination of employment.

When this policy applies to a new employee, an acknowledgement of the terms of this policy shall be signed by the employee prior to employment being finalised.

PART 3 - FINANCE

3.1 PURCHASING

Objective:	**To deliver a best practice approach and procedures to internal purchasing for the Shire.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	15 September 2022	***Minute No.***	210508
Date of last review:	15 September 2022		
Legislative References:	*Local Government Act 1995* *Local Government (Functions and General) Regulations 1996* *State Records Act 2000* *Public Sector Management Act 1994* *Corruption, Crime and Misconduct Act 2003*		
Internal References:	Shire of Broomehill-Tambellup Recordkeeping Plan Code of Conduct for Employees Code of Conduct for Council Members, Committee Members and Candidates Delegation 2.9 Signing and Issuing of Purchase Orders		

POLICY

The Shire is committed to applying the objectives, principles and practices outlined in this Policy to all purchasing activity and to ensuring alignment with the Shire's strategic and operational objectives.

OBJECTIVES

The Shire's purchasing activities will:

(a) Achieve best value for money that considers sustainable benefits, such as; environmental, social and local economic factors;

(b) Foster economic development by maximising participation of local businesses in the delivery of goods and services;

(c) Use consistent, efficient and accountable purchasing processes and decision-making, including; competitive quotation processes, assessment of best value for money and sustainable procurement outcomes for all purchasing activity, including tender exempt arrangements;

(d) Apply fair and equitable competitive purchasing processes that engage potential suppliers impartially, honestly and consistently;

(e) Commit to probity and integrity, including the avoidance of bias and of perceived and actual conflicts of interest;

(f) Comply with the *Local Government Act 1995*, *Local Government (Functions and General) Regulations 1996*, other relevant legislation, Codes of Practice, Standards and the Shire's Policies and procedures;

(g) Ensure purchasing outcomes contribute to efficiencies (time and resources) for the Shire of Broomehill-Tambellup;

(h) Identify and manage risks arising from purchasing processes and purchasing outcomes in accordance with the Shire's Risk Management framework;

(i) Ensure records evidence purchasing activities in accordance with the *State Records Act 2000* and the Shire's Record Keeping Plan;

(j) Ensure confidentiality that protects commercial-in-confidence information and only releases information where appropriately approved.

1. VALUE FOR MONEY

The Shire will apply value for money principles in critically assessing purchasing decisions and acknowledges that the lowest price may not always be the most advantageous.

Assessing Value for Money

Value for money assessment will consider:

(a) All relevant Total Costs of Ownership (TCO) and benefits including; transaction costs associated with acquisition, delivery, distribution, and other costs such as, but not limited to; holding costs, consumables, deployment, training, maintenance and disposal;

(b) The technical merits of the goods or services being offered in terms of compliance with specifications, contractual terms and conditions and any relevant methods of assuring quality. This includes but is not limited to an assessment of compliances, the supplier's resource availability, capacity and capability, value-adds offered, warranties, guarantees, repair and replacement policies and response times, ease of inspection and maintenance, ease of after sales service, ease of communications, etc.

(c) The supplier's financial viability and capacity to supply without the risk of default, including the competency of the prospective suppliers in terms of managerial and technical capabilities and compliance history;

(d) A strong element of competition by obtaining a sufficient number of competitive quotations consistent with this Policy, where practicable;

(e) The safety requirements and standards associated with both the product design and the specification offered by suppliers and the evaluation of risk arising from the supply, operation and maintenance;

(f) The environmental, economic and social benefits arising from the goods, services or works required, including consideration of these benefits in regard to the supplier's operations, in accordance with this Policy and any other relevant Shire Policy including Local Economic Benefit; and

(g) Analysis and management of risks and opportunities that may be associated with the purchasing activity, potential supplier/s and the goods or services required.

2. PURCHASING THRESHOLDS AND PRACTICES

Where the value of procurement (excluding GST) for the value of the contract over the full contract period (including options to extend) is, or is expected to be:

Amount of Purchase	Policy	Authorised Officers
$0 to $100	**No formal process** Small incidental purchases made from local suppliers with a running monthly account to the value of $100 do not require quotations or purchase orders e.g. Milk from the Deli. All care and responsibility must still be taken as is expected when spending public money.	Shire Employees
$101 - $5,000	**Direct purchase from suppliers requiring only one verbal quotation**. Where the value of procurement of goods or services does not exceed $5,000 purchase on the basis of at least one verbal quotation, is permitted. However, it is recommended to use professional discretion and occasionally undertake market testing with a greater number or more formal forms of quotation to ensure best value is maintained. This purchasing method is suitable where the purchase is relatively small and low risk. A purchase order is required for all purchases.	CEO, Managers & delegated Purchasing Officers

$5,001 - $20,000	**Obtain at least two verbal or written quotations.** Where possible, at least two verbal or written quotations (or a combination of both) are required. A "Record of Quotes" form must still be completed where no written quote is available, i.e.; for verbal quotations or when obtaining multiple quotes is not practical (e.g.; when due to limited suppliers, it must be noted by completing a Record of Quotes form). The general principles for obtaining verbal quotations are: 1. Ensure that the requirement/specification is clearly understood by the employee seeking the verbal quotations; 2. Ensure that the requirement is clearly, accurately and consistently communicated to each of the suppliers being invited to quote; 3. Read back the details to the Supplier contact person to confirm their accuracy; and 4. Written notes detailing each verbal quotation must be recorded. Record keeping requirements must be maintained in accordance with record keeping policies. A purchase order is required for all purchases.	CEO, Managers & delegated Purchasing Officers
$20,001 - $50,000	**Where possible, obtain at least three written quotations** The responsible officer is expected to demonstrate due diligence seeking quotes and to comply with any record keeping and audit requirements. Record keeping requirements must be maintained in accordance with record keeping policies. It is required to obtain at least three written quotes; should three quotes not be possible, a "Record of Quotes" form is to be completed and attached to the purchase order. **NOTE**: The general principles relating to written quotations are: • An appropriately detailed specification should communicate requirement(s) in a clear, concise and logical fashion; • The request for written quotation should include as a minimum: 1. Written Specification; 2. Selection Criteria to be applied; 3. Price Schedule; 4. Conditions of responding; 5. Validity period of offer; 6. Invitations to quote should be issued simultaneously to ensure that all parties receive an equal opportunity to respond; 7. Offer to all prospective suppliers at the same time any new information that is likely to change the requirements; 8. Responses should be assessed for compliance, then against the selection criteria, and then value for money and all evaluations documented; and 9. Respondents should be advised in writing as soon as possible after the final determination is made and approved. A purchase order is required for all purchases.	CEO
$50,001 - less than $250,000	**Obtain at least three written quotations containing price and specification of goods and services.** For the procurement of goods or services where the value exceeds $50,000 but is less than $250,000, it is required that procurements be requested in writing and at least three written quotations obtained	CEO

	that contain price and a sufficient amount of information relating to the specification of goods and services being purchased. Record keeping requirements must be maintained in accordance with record keeping policies. For this procurement range, the selection should not be based on price alone, and the CEO shall consider some of the qualitative factors such as quality, stock availability, accreditation, time for completion or delivery, local supplier, warranty conditions, technology, maintenance requirements, organisation's capability, previous relevant experience and any other relevant factors as part of the assessment of the quote. A purchase order is required for all purchases.	
Above $250,000	**TENDER** Conduct a public tender process (See also clause 3 – Regulatory Compliance).	Full Council

Other purchasing threshold points to note:

a. The requirement for quotations and purchase orders contained above do not apply to the following purchase types:
   i. Fuels and Oils
   ii. Postage and Freight
   iii. Annual Subscription and Membership Renewals
   iv. Telephone and Utilities
   v. Audits
b. Where the Shire has already conducted a similar quotation process within the previous two years or is currently using a regular supplier, an existing supplier may be used with the approval of the CEO. This only applies to purchases below the tender threshold and where it would be financially and/or operationally beneficial to do so.
c. When assessing quotes please refer to section 3. d. Regional Price Preference.
d. The authorised officer that is signatory on the purchase order must also be the signatory on the corresponding invoice.

3. REGULATORY COMPLIANCE

a. Tender Exemption

In the following instances public tenders or quotation procedures are not required (regardless of the value of expenditure):

i. An emergency situation as defined by the *Local Government Act 1995,* providing that the goods and services are required to address needs arising from, or impacts or consequences of, the hazard to which the emergency relates;
ii. The purchase is under a contract of WALGA (Preferred Supplier Arrangements), Department of Treasury and Finance (permitted Common Use Arrangements), Regional Council, or another Local Government;
iii. The purchase is under auction which has been authorised in advance by the Council;
iv. The contract is for petrol, oil, or other liquid or gas used for internal combustion engines; and
v. Any of the other exclusions under Regulation 11 of the Functions and General Regulations apply.

b. Sole Source of Supply (Monopoly Suppliers)

The procurement of goods and/or services available from only one private sector source of supply, (i.e. manufacturer, supplier or agency) is permitted without the need to call competitive quotations provided that there must genuinely be only one source of supply. Every endeavour to find alternative

sources must be made. Written confirmation of this must be kept on file for later audit and must be approved in writing by the CEO.

Note: The application of provision "sole source of supply" should only occur in limited cases and procurement experience indicates that generally more than one supplier is able to provide the requirements.

c. Anti-Avoidance
Authorised Officers shall not enter two or more contracts of a similar nature for the purpose of splitting the value of the contracts to take the value of consideration below the level of $250,000, thereby avoiding the need to publicly tender.

d. Regional Price Preference
Where the Purchasing Value does not exceed the tender threshold and a relevant local supplier is capable of providing the required supply, the Shire will ensure that wherever possible quotations are obtained from local suppliers permanently located within the District as a first priority, and those permanently located within surrounding Districts as the second priority.

Preference may be given to a regional supplier by assessing the quote from that regional supplier as if the quote were reduced by:

i. 5% for goods or services for a supplier from within the Shire; and
ii. 2.5% for goods or services for a supplier from a Shire within the Great Southern Region of Western Australia (as defined by the Great Southern Zone of the Western Australian Local Government Association)

if price then demonstrates best value outcome for the Shire.

4. EMERGENCY PURCHASES

Emergency purchases are defined as the supply of goods or services associated with:

(a) A local emergency and the expenditure is required (within existing budget allocations) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets; OR

(b) A local emergency and the expenditure is required (with no relevant available budget allocation) to respond to an imminent risk to public safety, or to protect or make safe property or infrastructure assets in accordance with s.6.8 of the Local Government Act 1995 and Functions and General Regulation 11(2)(a); OR

(c) A State of Emergency declared under the Emergency Management Act 2005 and therefore, Functions and General Regulations 11(2)(aa), (ja) and (3) apply to vary the application of this policy.

Time constraints, administrative omissions and errors do not qualify for definition as an emergency purchase. Instead, every effort must be made to research and anticipate purchasing requirements in advance and to allow sufficient time for planning and scoping proposed purchases and to then obtain quotes or tenders, as applicable.

5. INVITING TENDERS THOUGH NOT REQUIRED TO DO SO

The Shire may determine to invite Public Tenders, despite the estimated Purchase Value being less than the $250,000 prescribed tender threshold, but only where an assessment determines that the purchasing requirement cannot be met through a tender exempt arrangement and the use of a public tender process will enhance; value for money, efficiency, risk mitigation and sustainable procurement benefits.
In such cases, the tender process must comply with the legislative requirements and the Shire's tendering procedures *[F&G Reg.13]*.

6. ANTI-AVOIDANCE

The Shire will not conduct multiple purchasing activities with the intent (inadvertent or otherwise) of 'splitting' the purchase value or the contract value, so that the effect is to avoid a particular purchasing threshold or the need to call a Public Tender. This includes the creation of two or more contracts or creating multiple purchase order transactions of a similar nature.

7. CONTRACT RENEWALS, EXTENSIONS AND VARIATIONS

Where a contract has been entered into as the result of a publicly invited tender process, then *Functions and General Regulation 21A* applies.

For any other contract, the contract must not be varied unless

(a) The variation is necessary in order for the goods or services to be supplied and does not change the scope of the contract; or

(b) The variation is a renewal or extension of the term of the contract where the extension or renewal options were included in the original contract.

Upon expiry of the original contract, and after any options for renewal or extension included in the original contract have been exercised, the Shire is required to review the purchasing requirements and commence a new competitive purchasing process in accordance with this Policy.

8. SUSTAINABLE PROCUREMENT

The Shire is committed to implementing sustainable procurement by providing a preference to suppliers that demonstrate sustainable business practices (social advancement, environmental protection and local economic benefits).
The Shire will apply Sustainable Procurement criteria as part of the value for money assessment to ensure that wherever possible our suppliers demonstrate outcomes which contribute to improved environmental, social and local economic outcomes.

Sustainable Procurement can be demonstrated as being internally focussed (i.e. operational environmental efficiencies or employment opportunities and benefits relating to special needs), or externally focussed (i.e. initiatives such as corporate philanthropy).

Requests for Quotation and Tenders will include a request for Suppliers to provide information regarding their sustainable practices and/or demonstrate that their product or service offers enhanced sustainable benefits.

8.1 Local Economic Benefit

The Shire promotes economic development through the encouragement of competitive participation in the delivery of goods and services by local suppliers permanently located within its District first, and secondly, those permanently located within its broader region.
As much as practicable, the Shire will:

(a) consider buying practices, procedures and specifications that encourage the inclusion of local businesses and the employment of local residents;

(b) consider indirect benefits that have flow on benefits for local suppliers (i.e. servicing and support);

(c) ensure that procurement plans, and analysis is undertaken prior to develop Requests to understand local business capability and local content availability where components of goods or services may be sourced from within the District for inclusion in selection criteria;

(d) explore the capability of local businesses to meet requirements and ensure that Requests for Quotation and Tenders are designed to accommodate the capabilities of local businesses;

(e) avoid bias in the design and specifications for Requests for Quotation and Tenders – all Requests must be structured to encourage local businesses to bid;

(f) consider the adoption of Key Performance Indicators (KPIs) within contractual documentation that require successful Contractors to increase the number of employees from the District first; and

(g) provide adequate and consistent information to local suppliers.

To this extent, a weighted qualitative criterion will be included in the selection criteria for Requests for Quotation and Tenders where suppliers are located within the boundaries of the Shire, or substantially demonstrate a benefit or contribution to the local economy.

8.2 Socially Sustainable Procurement

The Shire will support the purchasing of requirements from socially sustainable suppliers such as Australian Disability Enterprises and Aboriginal businesses wherever a value for money assessment demonstrates benefit towards achieving the Shire's strategic and operational objectives.

A qualitative weighting will be used in the evaluation of Requests for Quotes and Tenders to provide advantages to socially sustainable suppliers in instances where the below tender exemptions are not exercised.

8.3 Aboriginal Businesses

Functions and General Regulation 11(2)(h) provides a tender exemption if the goods or services are supplied by a person on the Aboriginal Business Directory WA published by the Chamber of Commerce and Industry of Western Australia, or Australian Indigenous Minority Supplier Office Limited (trading as Supply Nation), where the consideration under contract is $250,000 or less, or worth $250,000 or less.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other registered Aboriginal Businesses as noted in *F&G Reg.11(2)(h)*) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Aboriginal Business for any amount up to and including $250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds $50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

8.4 Australian Disability Enterprises

Functions and General Regulation 11(2)(i) provides a tender exemption if the goods or services are supplied by an Australian Disability Enterprise.

The Shire will first consider undertaking a quotation process with other suppliers (which may include other Australian Disability Enterprises) to determine overall value for money for the Shire.

Where the Shire makes a determination to contract directly with an Australian Disability Enterprise for any amount, including an amount over the Tender threshold of $250,000 (ex GST), it must be satisfied through alternative means that the offer truly represents value for money.

If the contract value exceeds $50,000 (ex GST), a formal Request for Quotation will be issued to the relevant Aboriginal business. The rationale for making the purchasing decision must be recorded in accordance with the Shire's Record Keeping Plan.

8.5 Environmentally Sustainable Procurement

The Shire will support the purchasing of recycled and environmentally sustainable products whenever a value for money assessment demonstrates benefit toward achieving the Shire's strategic and operational objectives.

Qualitative weighted selection criteria will be used in the evaluation of Requests for Quote and Tenders to provide advantages to suppliers which:

(a) demonstrate policies and practices that have been implemented by the business as part of its operations;
(b) generate less waste material by reviewing how supplies, materials and equipment are manufactured, purchased, packaged, delivered, used, and disposed; and
(c) encourage waste prevention, recycling, market development and use of recycled/recyclable materials.

9. RECORD KEEPING

All Local Government purchasing activity, communications and transactions must be evidenced and retained as local government records in accordance with the *State Records Act 2000* and the Shire's Record Keeping Plan.

In addition, the Shire must consider and will include in each contract for the provision of works or services, the contractor's obligations for creating, maintaining and where necessary the transferral of records to the Shire relevant to the performance of the contract.

10. PURCHASING POLICY NON-COMPLIANCE

The Purchasing Policy is mandated under the *Local Government Act 1995* and Regulation 11A of the *Local Government (Functions and General) Regulations 1996* and therefore the policy forms part of the legislative framework in which the Local Government is required to conduct business.

Where legislative or policy compliance is not reasonably able to be achieved, records must evidence the rationale and decision making processes that substantiate the non-compliance.

Purchasing activities are subject to internal and external financial and performance audits, which examine compliance with legislative requirements and the Shire's policies and procedures.

If non-compliance with; legislation, this Purchasing Policy or the Code of Conduct, is identified it must be reported to the Chief Executive officer or the Manager of Finance and Administration.

A failure to comply with legislation or policy requirements, including compliance with the Code of Conduct when undertaking purchasing activities, may be subject to investigation, with findings to be considered in context of the responsible person's training, experience, seniority and reasonable expectations for performance of their role.

Where a breach is substantiated it may be treated as:

(a) an opportunity for additional training to be provided;

(b) a disciplinary matter, which may or may not be subject to reporting requirements under the *Public Sector Management Act 1994*; or

(c) where the beach is also identified as potentially serious misconduct, the matter will be reported in accordance with the *Corruption, Crime and Misconduct Act 2003*.

3.2 SELF SUPPORTING LOANS TO COMMUNITY AND SPORTING BODIES

Objective:	**To assist community organisations within the Shire of Broomehill-Tambellup by providing funds through self-supporting loans.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	17 March 2016	***Minute No.***	160308
Date of last review:	17 March 2016		
Legislative References:	*Local Government Act 1995* *Local Government (Functions and General) Regulations 1996*		
Internal References:			

POLICY STATEMENT

The Council will support community organisations within the Shire of Broomehill-Tambellup to undertake projects through providing self-supporting loans.

All applications for self-supporting loans shall provide the following detail:

(a) The works and undertakings and purpose of the loan;
(b) Plans and specifications and statutory approvals together with detailed costings;
(c) Audited financial statements for 3 years to demonstrate the ability to repay the loan, or such lesser financial documentation acceptable to Shire;
(d) Statements demonstrating the need for the loan together with reasons of inability to obtain alternative funds;
(e) Certificate of incorporation;
(f) A signed copy of the Minutes of the Association which resolves to seek the self-supporting loan;
(g) Provide any other information requested by Shire to assist with consideration of the application; and
(h) An 'Acknowledgement of Debt' to be signed and sealed between applicant and the Shire.

3.3 INVESTMENTS

Objective:	**To document and provide guidance to delegated officers for the investment of funds.**		
Date of adoption:	15 October 2015	***Minute No.***	151009
Date of amendment:			
Date of last review:			
Legislative References:	*Local Government Act 1995 – Section 6.14* *Local Government (Financial Management) Regulations 1996 – Regulation 19, 28 & 49* *Australian Accounting Standards.* *The Trustees Act 1962* – Part III Investments, as amended by the *Trustees Amendment Act 1997;* *Banking Act 1959 (Commonwealth) Section 5;* *Western Australian Treasury Corporation Act 1986*		
Internal References:	Delegation 2.2		

OBJECTIVE

The Shire of Broomehill-Tambellup's (the Shire's) investment objectives will be met through the application of the Policy, which provides guidelines with respect to the investment of surplus funds by defining levels of risk considered prudent for public monies.

Surplus funds are monies held in the Municipal Fund of a local government that are not, for the time being, required by the local government for any other purpose.

To provide guidance for the investment of Shire funds, with due consideration of legislative requirements and risk at the most favourable rate of return available to the Shire at the time for the particular investment type, while ensuring that the Shire's liquidity requirements are being met.

POLICY

Investments from the Municipal, Trust, Loan and Reserve accounts are to be recorded, and kept, separate and distinct. Funds may be invested for terms ranging from one to six months based on predicted cash flow requirements.

Authorised Institutions

Investments will only be made with an authorised institution. An 'authorised institution' is defined as:

(a) An authorised deposit taking institution as defined in the *Banking Act 1959 (Commonwealth) Section 5;*

(b) The Western Australian Treasury Corporation (WATC) established by the *Western Australian Treasury Corporation Act 1986* for a term not exceeding twelve months; or

(c) Bonds that are guaranteed by the Commonwealth Government or a State or Territory and which have a term not exceeding three months.

Authorised Investments

Without approval from the Council, investments shall be limited to:

(a) State/Commonwealth Government Bonds;

(b) Interest bearing deposits;

(c) Bank accepted/endorsed bank bills;

(d) Commercial paper; and

(e) Bank negotiable Certificate of Deposits.

Prohibited Investments
This policy prohibits any investment carried out for speculative purposes, including:

(a) Derivative based instruments;
(b) Principal only investments or securities that provide potentially or negative cash flow; and
(c) Stand-alone securities issued that have underlying futures, options, forward contracts and swaps of any kind.

The policy also prohibits the use of leveraging (borrowing to invest) of an investment.

Risk
Whilst the investments made in accordance with the *Local Government Act 1995*, the *Local Government (Financial Management) Regulations 1996* and *Part III* of the *Trustees Act 1962* are inherently low risk, when exercising the power of investment, the following principles are also to be given due consideration:

(a) The purpose of the investment and its needs together with the circumstances;
(b) The nature of and the risk associated with the different investments;
(c) The need to maintain the real value of capital and income;
(d) The risk of capital loss or income loss;
(e) The likely return and the timing of that return;
(f) The liquidity and the marketability of the proposed investment during, and at the determination of the term of, the proposed investment;
(g) The aggregate value of the investment;
(h) The likelihood of inflation affecting the value of the proposed investment;
(i) The costs (including commissions, fees, charges and duties payable) of making the proposed investment; and
(j) The ethicality and reputation risk of the investment.

Prudent Person Standard
Investments will be managed with the care, diligence and skill that a prudent person would exercise. Officers are to manage the investment portfolios to safeguard the portfolios in accordance with the intent and objectives of this Policy, and not for speculative purposes.

Reporting
A report on the investments is to be included in the Monthly Financial Statement presented to the Council. This will include the following details:

(a) Name of institution where investments are lodged;
(b) Amount of funds invested;
(c) Interest rate on each investment; and
(d) Date of maturity of each investment.

Documentary evidence will be held for each investment and details thereof maintained in the Investment Register.

3.4 RELATED PARTY DISCLOSURES

Objective:	**To outline the required procedures and mechanisms to ensure financial reporting disclosure requirements of Australian Accounting Standards Board (AASB) Standard AASB 124 are met.**		
Date of adoption:	20 July 2017	***Minute No.***	170706
Date of amendment:			
Date of last review:			
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996* *AASB 124 Related Party Disclosures*		
Internal References:	Related Party Disclosures – Declaration Form Annual Financial Report Code of Conduct for Council Members, Committee Members and Candidates		

OBJECTIVE

The purpose of this Policy is to meet the disclosure requirements of AASB 124.

The scope of AASB 124 *Related Party Disclosures* was extended in July 2015 to include application by not-for-profit entities, including local governments. The operative date for local government is 1 July 2016 with the first disclosures to be made in the financial statements for the year ended 30 June 2017. This Policy outlines required mechanisms to meet the disclosure requirements of AASB 124.

The objective of the Standard is to ensure that an entity's financial statements contain disclosures necessary to draw attention to the possibility that its financial position and profit or loss may have been affected by the existence of related parties and transactions.

BACKGROUND

The disclosure requirements apply to the existence of relationships regardless of whether a transaction has occurred or not. For each financial year, the Shire of Broomehill-Tambellup must make an informed judgement as to who is considered to be a related party and what transactions need to be considered, when determining if disclosure is required.

The purpose of this Policy is to stipulate the information to be requested from related parties to enable an informed judgement to be made.

Identification of Related Parties

AASB 124 provides that the Shire of Broomehill-Tambellup will be required to disclose in its Annual Financial reports related party relationships, transactions and outstanding balances.

Related parties includes a person who has significant influence over the reporting entity, a member of the Key Management Personnel (KMP) of the entity, or a close family member of that person who may be expected to influence that person.

KMP are defined as persons having authority and responsibility for planning, directing and controlling the activities of the entity, directly or indirectly.

For the purposes of determining the application of the Standard, the Shire of Broomehill-Tambellup has identified the following persons as meeting the definition of *Related Party:*

(a) An elected Council member;

(b) Key management personnel being a person employed under section 5.36 of the Local Government Act 1995 in the capacity of Chief Executive Officer or Manager of the Shire;

(c) Close members of the family of any person listed above, including that persons child, spouse or domestic partner, children of a spouse or domestic partner, dependents of that person or persons spouse or domestic partner;

(d) Entities that are controlled or jointly controlled by a Council member, KMP or their close family members. (Entities include companies, trusts, joint ventures, partnerships and non-profit associations such as sporting clubs).

The Shire of Broomehill-Tambellup will therefore be required to assess all transactions made with these persons or entities.

Identification of Related Party Transactions

A related party transaction is a transfer of resources, services or obligations between the Shire of Broomehill-Tambellup and the related party, regardless of whether a price is charged.

For the purpose of determining whether a related party transaction has occurred, the following transactions or provision of services have been identified as meeting this criteria:

(a) Paying rates, fines and penalties;

(b) Paying Department of Transport registrations and licensing payments;

(c) Paying application fees for licenses, approvals and permits;

(d) Use of Shire of Broomehill-Tambellup owned and operated facilities such as civic centres, recreation centres, libraries, parks, ovals, public open space, transfer stations and landfill sites (whether a fee is charged or not);

(e) Attending Shire functions that are open to the public;

(f) Employee compensation whether it is for KMP or close family members of KMP;

(g) Lease agreements for housing rental (whether for Shire of Broomehill-Tambellup owned property or property sub-leased by the Shire of Broomehill-Tambellup through a Real Estate Agent);

(h) Monetary and non-monetary transactions between the Shire of Broomehill-Tambellup and any business or associated entity owned or controlled by the related party (including family) in exchange for goods and/or services provided by/to the Shire of Broomehill-Tambellup (trading arrangement);

(i) Sale or purchase of any property owned by the Shire of Broomehill-Tambellup to a person identified above;

(j) Sale or purchase of any property owned by a person identified above to the Shire of Broomehill-Tambellup;

(k) Loan arrangements;

(l) Contracts and agreements for construction, consultancy or services.

Some of the transactions listed above, occur on terms and conditions no different to those applying to the general public and have been provided in the course of delivering public service objectives. These transactions are those that an ordinary citizen would undertake with the Council and are referred to as an Ordinary Citizen Transaction (OCT).

Where the Shire of Broomehill-Tambellup can determine that an OCT was provided at arms length, and in similar terms and conditions to other members of the public and that the nature of the transaction is immaterial, no disclosure in the annual financial report will be required.

Disclosure Requirements
For the purposes of determining relevant transactions in point 2 above, elected Council members and key management personnel as identified above, will be required to complete a *Related Party Disclosures – Declaration* form for submission to financial services.

Ordinary Citizen Transactions
Management will put forward a draft resolution to the Council annually, declaring that in its opinion, based on the facts and circumstances, the following OCT that are provided on terms and conditions no different to those applying to the general public and which have been provided in the course of delivering public service objectives, are unlikely to influence the decisions that users of the Councils financial statements make. As such no disclosure in the *Related Party Disclosures – Declaration* form will be required.

(a) Paying rates, fines and penalties;
(b) Paying Department of Transport registrations and licensing payments;
(c) Paying application fees for licenses, approvals and permits;
(d) Use of Shire of Broomehill-Tambellup owned and operated facilities such as civic centres, recreation centres, libraries, parks, ovals, public open space, transfer stations and landfill sites (whether a fee is charged or not);
(e) Attending Shire functions that are open to the public.

Where these services were not provided at arms length and under the same terms and conditions applying to the general public, elected Council members and KMP will be required to make a declaration in the *Related Party Disclosures – Declaration* form about the nature of any discount or special terms received.

All Other Transactions
For all other transactions listed in point 2 above, elected Council members and KMP will be required to make a declaration in the *Related Party Disclosures – Declaration* form.

Frequency of Disclosures
Elected Council members and KMP will be required to complete a *Related Party Disclosures – Declaration* form annually.

Disclosures must be made by all Councillors immediately prior to any ordinary or extraordinary election.

Disclosures must be made immediately prior to the termination of employment of a KMP.

Confidentiality
All information contained in a disclosure return will be treated in confidence. Generally, related party disclosures in the annual financial reports are reported in aggregate and as such, individuals are not specifically identified. Notwithstanding, management is required to exercise judgement in determining the level of detail to be disclosed based on the nature of a transaction or collective transactions and materiality. Individuals may be specifically identified if the disclosure requirements of AASB 124 so demands.

Materiality
Management will apply professional judgement to assess the materiality of transactions disclosed by related parties and their subsequent inclusion in the financial statements.

In assessing materiality, management will consider both the size and nature of the transaction, individually and collectively.

Application
This procedure applies to all Elected Members of Council, Chief Executive Officer and Managers of the Shire.

Appendix 1 – Explanatory Notes – Related Party Disclosures

Close Family Members

Close family members include:

(a) a child, spouse or domestic partner;
(b) children of your spouse or domestic partner;
(c) dependents of you or your spouse or domestic partner;
(d) any other close family member;

who may be expected to influence, or be influenced by, your dealings with the Shire.

The following table may assist you in identifying your close family members:

Definitely a close family member	**May be a close family member**
Your spouse/domestic partner	Your brothers and sisters, if they could be expected to influence or be influenced by you in their dealings with council
Your children	Your aunts, uncles and cousins, if they could be expected to influence or be influenced by you in their dealings with council
Your dependants	Your parents and grandparents, if they could be expected to influence or be influenced by you in their dealings with council
Children of your spouse/domestic partner	Your nieces and nephews, if they could be expected to influence or be influenced by you in their dealings with council
Dependants of your spouse/domestic partner	Any other member of your family if they could be expected to influence or be influenced by you in their dealings with council

There may be relationships that a council has which are not identified in this appendix but still meet the definition of a related party.

Example: Cousin of Councillor
A Councillor for the Shire has lived in the Shire her whole life. In fact her family has been in the area for generations.

The Councillor's cousin owns and operates the local newsagent through a company ABC Pty Ltd, in which she owns 100% of the shares. The Councillor and her cousin have always been close and regularly socialise together.

From these facts it would appear that the Councillor's cousin is a close family member of the Councillor because she would be expected to influence, or be influenced by, that person in her dealings with the Shire. Both the cousin and the company she controls, ABC Pty Ltd would therefore be related parties of the Shire.

Any transactions that the Shire makes with the newsagent would need to be separately identified and may need to be disclosed.

Control in Entities

What is an entity that I, or my close family member, control or jointly control?
Entities include companies, trusts, incorporated and unincorporated associations such as clubs and charities, joint ventures and partnerships.

You control an entity if you have:

a) power over the entity;
b) exposure, or rights, to variable returns from involvement with the entity; and
c) the ability to use your power over the entity to affect the amount of your returns.

To jointly control an entity there must be contractually agreed sharing of control of the entity which exists only when decisions about the relevant activities require the unanimous consent of the parties sharing control.

In some cases it will be obvious that you or a family member control or have joint control over an entity. In other cases it will be less clear.

If you are unsure whether you, or a close family member, has control or joint control of an entity then you should contact the Chief Executive Officer or Manager Finance and Assets for a confidential discussion.

Example: Clubs or other Incorporated Bodies
A Shire Councillor is the President of the local football club. The club is overseen by a Committee which comprises the President and four other Committee members. Each member has a single vote when making decisions at meetings. The Committee members are not related and do not have agreements to vote with one another. The club has over 100 members that each have a vote in electing the Committee members at the club's annual general meeting.

From these facts it would appear that the Councillor does not control or jointly control the football club so it will not be a related party of Council just because the Councillor is the president of the club.

Other Examples

Example 1: Audit Committee Member
The Shire Audit Committee comprises two Councillors and a local retired accountant, Fred. Fred has no other connection with the Council.

The Audit Committee attends to the functions as required under the *Audit Regulations*. It does not make any decisions on behalf of the Council but simply provides reports, with recommendations, for the President and Councillors to consider.

Based on the facts outlined, Fred would not be a KMP of the Council.

Example 2: Son of CFO employed by the Council
The Shire has recently employed Paul's son (George) in the Councils parks and gardens area. Paul is the Councils Deputy CEO but was not involved in hiring George. This process was managed by the Director of Parks and Gardens and included an independent assessment process. Paul did not have any influence in George securing the job.

Paul has been identified as a KMP of the Council, which makes him a related party.

George will also be a related party of the Council because he is a close family member of Paul. The recruitment process that was undertaken for George's position is irrelevant when assessing whether George is a related party.

Example 3: Cousin of President (related party commonly known but omitted from declaration)
Shelley, the Shire President, forgets to include her cousin Mavis, and Mavis's company, when she completes her KMP declaration.

It is commonly known in the community that Shelley and Mavis are close and that Shelley would be expected to influence, or be influenced by, Mavis in her dealings with the Council and vice versa.

Mavis and her company are related parties of the Council, even though Shelley omitted them from her declaration.

Example 4: Example of Control
Fred is the President of the Shire of Nowhere and owns 100% of the ordinary shares in Nowhere Development Company Pty Ltd (the company). The ordinary shares are the only shares in the company that have voting rights.

Fred controls the company because he has the power to affect the company's decisions and the return that he will get from the company.

Fred will need to include the company on his related party declaration.

Example 5: Example of Joint Control
Fred is the President of the Shire of Nowhere and owns 50% of the ordinary shares in the Nowhere Development Company Pty Ltd (the company). Fred's brother Stan owns the other 50% of the ordinary shares. Fred and Stan are the only Directors of the company and have equal voting rights on the board.

Fred and Stan have joint control of the company because any decisions require the unanimous consent of them both.

Fred will need to include the company on his related party declaration.

3.5 FINANCIAL HARDSHIP - RATES

Objective:	**To ensure that the Shire of Broomehill-Tambellup offers fair, equitable, consistent and dignified support to ratepayers suffering hardship, while treating all members of the community with respect and understanding at what is a difficult time.**		
Date of adoption:	18 June 2020	***Minute No.***	200608
Date of amendment:		***Minute No.***	
Date of last review:			
Legislative References:	*Local Government Act 1995* *Local Government (Financial Management) Regulations 1996*		
Internal References:	Application for Financial Hardship form		

PURPOSE
To provide consistent methodology and outline the principles applied for determining financial hardship.

The Shire will advise ratepayers and community groups at the time their account falls into arrears, of the terms of this policy and encourage eligible persons to apply for hardship consideration.

POLICY SCOPE
This Policy is intended to apply to all ratepayers and community groups experiencing financial hardship regardless of their status, be they a property owner, tenant, business owner, lessee etc. and is applicable to all rates and charges levied.

PRINCIPLES
Overarching Principle
Overdue rates must be paid nonetheless fair, reasonable and flexible approaches to payment are beneficial. All ratepayers have a responsibility to pay overdue rates. This policy in no way overrides, detracts from or diminishes the responsibility of ratepayers to pay overdue rates, consistent with the *Local Government Act 1995*.

Research demonstrates that a fair, reasonable and flexible approach leads to better repayment outcomes and fewer resources expended in the collection of payments. Greater efficiency and predictability in the collection of rates thereby assists the Shire to plan and fund service delivery priorities. Furthermore, addressing overdue rate through an early intervention approach without resorting to court recovery processes minimises legal and court costs to individual ratepayers.

FINANCIAL HARDSHIP CRITERIA
While evidence of hardship will be required, the Shire recognises that not all circumstances are alike. The Shire will take a flexible approach to a range of individual circumstances including, but not limited to, the following situations:

(a) Recent unemployment or under-employment
(b) Sickness or recovery from sickness
(c) Low income or loss of income
(d) Unanticipated circumstances such as caring for and supporting extended family

Ratepayers and community groups will be encouraged to provide any information about their individual circumstances that may be relevant for assessment. This may include demonstrating a capacity to make some payment and where possible, entering into a payment arrangement.

APPLICATION PROCESS
Each person wishing to make application under this Policy will be required to complete the application form that forms an appendix to this Policy.

The Shires Chief Executive Officer and Manager Finance and Administration will assess each application on a case by case basis. All circumstances will be considered and the principles of fairness, integrity and confidentiality will be applied in all instances, whilst complying our statutory responsibilities.

PAYMENT ARRANGEMENTS
Payment arrangements facilitated in accordance with Section 6.49 of the *Local Government Act 1995* are of an agreed frequency and amount. These arrangements will consider the following:

(a) If a ratepayer has made genuine effort to meet rate and service charge obligations in the past;
(b) If the payment arrangement will establish a known end date that is realistic and achievable.

Ratepayers and community groups will be responsible for informing the Shire of any change in circumstance that may jeopardise the agreed payment schedule.

DEFERMENT OF RATES
Deferment of rates may apply for ratepayers who have a Pensioner Card, State Concession Card or Seniors Card and Commonwealth Seniors Health Care Card registered on their property. The deferred rates balance:

(a) remains as a debt on the property until paid;
(b) becomes payable in full upon the passing of the pensioner or if the property is sold or if the pensioner ceases to reside in the property;
(c) may be paid at any time, BUT the concession will not apply when the rates debt is subsequently paid (deferral forfeits the right to any concession entitlement); and
(d) does not incur penalty interest charges.

DEBT RECOVERY
The Shire will suspend its debt recovery processes whilst negotiating a suitable payment arrangement with a debtor, and whilst the agreed payment arrangement is adhered to.

Where ratepayers or community groups are unable to make payments in accordance with the agreed payment arrangement, an alternative payment arrangement will be considered and if agreed upon, the Shire will continue to suspend all debt recovery processes.

Where ratepayers or community groups do not reasonably adhere to the agreed payment arrangement, the Shire will offer one further opportunity to enter into a payment arrangement that will clear the debt by the end of the financial year that the debt is relevant to.

Rates and service charge debts that remain outstanding at the beginning of the following financial year will be subject to the rates debt recovery procedures prescribed in the *Local Government Act 1995.*

If no contact is made by the ratepayer or community group in relation to the outstanding debt then normal debt recovery procedures will apply.

COMMUNICATION AND CONFIDENTIALITY
The Shire will maintain confidential communications at all times and undertake to communicate with a nominated support person or other third party at the ratepayers request.

The Shire will advise ratepayers and community groups of this policy and its application, when communicating with a ratepayer or community group that has an outstanding rates or service charge debt.

PROCEDURE ASSOCIATED WITH THIS POLICY
Application for Financial Hardship form.

ROLES AND RESPONSIBILITIES

Chief Executive Officer

(a) Consider applications for financial hardship in accordance with this policy.

Manager Finance and Administration

(a) Consider applications for financial hardship in accordance with this policy.

APPLICATION FOR FINANCIAL HARDSHIP ASSESSMENT

The Shire of Broomehill-Tambellup recognises that some members of our community will experience financial hardship from time to time. The Council has adopted a financial hardship policy which means that for those who are experiencing difficulties, the Council has agreed on some measures to assist in the payment of rates and service charges.

Please complete this application in full.

Shire of Broomehill-Tambellup Policy 3.5 – Financial Hardship is applicable to this assessment.

Applicants Details

Full Name/s: _____

Applicants mailing address:_____

Applicants phone number: _____

Applicants email address: _____

Is this application being lodged on behalf of a Corporate / Community Organisation / Group / Club / Business?

YES / NO

If yes, what is the name of the Corporate / Community Organisation / Group / Club / Business?

_____

Financial Hardship Details
Property addresses this application applies to:

1. _____
2. _____
3. _____
4. _____
5. _____

I am seeking financial hardship assistance for the following:

- ☐ Property Rates
- ☐ Property Lease
- ☐ Rent of Council premises
- ☐ Community Association Loan
- ☐ Other

If you have chosen 'Other' please provide specific information on what assistance is being sought:

_____

_____

_____

_____

_____

Which of the following are you in relation to the properties in this application?
(please note if you rent a property from a private owner, please contact them directly)

- ☐ I am the property owner
- ☐ I am the lessee of a Shire of Broomehill-Tambellup property
- ☐ Other (please specify)_____

Please confirm under which capacity you are seeking financial hardship assistance:

- ☐ Recent unemployment or under employment
- ☐ Sickness or recovery from sickness associated with Covid-19 or other declared public health emergency or pandemic
- ☐ Other sickness or recovery from other sickness
- ☐ Low income or loss of income
- ☐ Unanticipated circumstances (ie caring for a family member)
- ☐ Other circumstances

Please provide additional information to substantiate your claim. Attach separate evidence if applicable.

_____

_____

_____

_____

_____

_____

Please either email, post or hand deliver this completed application form together with evidence to substantiate your claim to:

mail@shirebt.wa.gov.au

or

Shire of Broomehill-Tambellup
46-48 Norrish Street
TAMBELLUP WA 6320

Acknowledgement

I declare that the information I have provided in this application is correct and I am the authorised person by all owners or lessees of the organisation/body/group/club/business to lodge this application. I understand that should these statements and answers be untrue that the Shire of Broomehill-Tambellup reserves the right to retrospectively revoke all waivers, discounts and assistance provided.

Signature of Applicant: _____

Date: _____

Privacy

All personal information collected on this form will only be used by the Shire of Broomehill-Tambellup for the sole purpose of providing requested and related services. Information will be stored securely by the Shire and will not be disclosed to any third parties without your express written consent.

PART 4 – WORKS

4.1 ROAD CONSTRUCTION AND MINIMUM STANDARDS

Objective:	**To assist in achieving a uniformity of road conditions and serve as a guideline to staff when developing works programmes.**		
Date of adoption:	13th October 2008	***Minute No.***	081008
Date of amendment:	20 May 2021	***Minute No.***	210509
Date of last review:	20 May 2021		
Legislative References:	*Local Government Act 1995* *Environmental Protection Act 1986* *Environmental Protection (Clearing of Native Vegetation) Regulations 2004*		
Internal References:	Shire of Broomehill-Tambellup Functional Road Hierarchy Management Practice 5.1 – Laying water pipes under roads Management Practice 5.2 – Culverts crossings and entrances Management Practice 5.4 – Footpath construction width Management Practice 5.7 - Requests to deepen, upgrade or install culverts		

ROAD CONSTRUCTION
The primary objectives are to:

a) Provide a safe, efficient and effective road system for the Shire;
b) Facilitate the upgrading of existing roads to standardised widths, alignments and standards of construction;
c) Provide sufficient road reserve width to accommodate all required public utilities required now and into the future as part of a Road Construction; and
d) Provide a rational and consistent basis for the construction of roads and any financial contributions required for such construction.

The Shire of Broomehill-Tambellup Functional Road Hierarchy consists of 5 category types,

(a) Local Distributor of Regional Significance.
(b) Local Distributor
(c) Access 1
(d) Access 2
(e) Town Streets

Local Distributer of Regional Significance
Minimum 10 metre gravel formation with a minimum 7.0 metre wide sealed running surface and 1.5 m shoulders within a minimum 20 metre wide road reserve.

Local Distributer
Minimum 10 metre gravel formation with a minimum 7.0 metre wide running surface and 1.5 m shoulders within a minimum 20 metre wide road reserve.

Access 1
Minimum 8 metre gravel formation with a minimum 7.0 metre wide paved running surface and 0.5 m shoulders within a minimum 20 metre wide road reserve.

Access 2
Minimum 6 metre formed road within a 20 metre wide road reserve.

Town Streets
These are defined in the Liveable Neighbourhoods Guide as Access Streets and Laneway/Service Lane.

Town Access Streets
Pavements shall be sealed with a minimum width of 7.2 metres between kerbs within a minimum 20 metre wide road reserve. The diameter between kerbs for a cul-de-sac shall be a minimum of 18.0 metres. ('T' turning heads are not acceptable) Concrete/asphalt footpath on at least one side of the road shall connect to existing footpaths.

Industrial, Commercial and Thoroughfares
Pavements shall be subject to a minimum seal width of 7.2 metres between kerbs within a minimum 20 metre wide road reserve. Unsealed gravel footpath on sides of the road to connect to existing footpaths where possible.

Rural Residential
Pavements shall be subject to a minimum width of 7.2 metres within a minimum 20 metre wide road reserve. Unsealed gravel footpath to one side of the road to connect to existing footpaths where possible.

The Shire of Broomehill-Tambellup recognizes the Main Roads Standards 501 Pavements Specifications for road construction.

OTHER DESIGN STANDARDS
Pavement Thickness
Gravel Road

(a) The standard subgrade thickness shall be a minimum of 150mm (compacted).
(b) The standard gravel pavement thickness shall be a minimum of 150mm (compacted).

a. Sealed Road

(c) The standard subgrade thickness shall be a minimum of 150mm (compacted).
(d) The standard gravel pavement thickness shall be a minimum of 200mm (compacted).

Working Layer – Minimum thickness
The thickness of any working layer shall be no less than 150mm (compacted).

Crossfall
Sufficient crossfall should be provided to allow easy run-off of water from the surface to prevent potholes from developing. If too great a crossfall is applied, the surface material will be prone to scouring and erosion. For dual carriageway, two way crossfalls should meet with a crown. This will assist in preventing the development of potholes in the road centre. For single lane carriageways, it may be best to have single crossfall for ease of grading during regular maintenance.

Generally,

(a) for unsealed roads, a crossfall of 4 - 5% shall apply,
(b) for sealed roads, a crossfall of 3-4% shall apply,
(c) for shoulders on straights, the crossfall of road shoulders may be up to 2% steeper than the crossfall of the traffic lane it flanks, and
(d) for shoulders on curves with superelevated pavements, both shoulders can be superelevated to crossfalls not less than the pavement crossfalls.

Widths - Unsealed Shoulders on Sealed Roads
The purpose of shoulders is to:

- give lateral support to the pavement,
- carry surface water away from the pavement,
- give extra width for traffic to stop or stand for emergency use,
- allow overtaking or passing movements, particularly on single lane pavements, and
- create a sense of open space, and therefore increase the effective use of traffic lanes.

Shoulder widths on future sealed roads should ideally be 1.5m on each side, although this can be reduced to 1.0m on dual lane minor roads. This recommended standard will be applied to existing roads as part of a future upgrade/reconstruction to that road.

DRAINAGE WORKS

Table Drains
Table drains should be a minimum of 300m below the gravel pavement layer.
Drains should be free of all vegetation and obstructions, to allow for free drainage and improved sight distances.

Culverts
Culvert bedding should comprise of cement stabilised gravel or sand (40kg of cement per cubic metre of loose gravel) in a minimum thickness of 150mm (compacted).

Culvert backfill should comprise of cement stabilised gravel in a maximum working thickness of 150mm (compacted).

For sealed roads, the cement stabilised gravel should be constructed up to the finished level and the seal coat applied.

For unsealed roads, the cement stabilised backfill should be constructed to 150mm below the finished road level.

Box Culvert Cases
All new and/or replaced box culverts are to have a continuous concrete slab base.

Headwalls
All culverts, headwalls shall be constructed of concrete or grouted stone pitched headwalls comprising of wingwalls, aprons and cut off walls.
For culverts greater than 750mm diameter or height, the headwalls shall be steel reinforced.

Batters
In shallow cuttings - up to 3m depth, cut batters are usually flattened for improved appearance beyond that required for stability purposes.
Batters should be no steeper than 3 to 1.

Slope Benches
On high batters, exceeding 10m vertical height, or where batters are constructed of unstable material, consideration should be given to the provision of benches.

Benches are beneficial for:

- eliminating the need to flatten the batter slope in the interests of stability,
- reducing scour on the batter face,
- minimising the possibility of rock falling onto the pavement,
- improving the appearance of the cutting,

Road Upgrading
The Shire may request contributions from developers to upgrade existing roads as a condition of approval of adjoining applications.

ROAD CONSTRUCTION SPECIFICATION
If the proposed subdivision or development is located on an unsealed road, the Council may determine that the developer shall contribute towards road construction or upgrade to connect the development to the nearest sealed road the upgrade may include services and drainage.

PROVISION OF SUBDIVISIONAL ROADS AND ASSOCIATED CIVIL WORKS

1. Preliminary

1.1. It is the responsibility of subdividers who have received conditional approval which includes the provision of roads and associated civil works to deliver to the Council's Chief Executive Officer (CEO) full drawings designs and information which would enable the CEO to make a decision on approving this work.

1.2. A Consulting Engineer or qualified practicing Civil Engineer or person with relevant experience or qualification approved by the CEO, must be engaged to prepare detailed design drawings and specifications sufficient to show exact details of materials, locations (both horizontal and vertical) and construction methods of all physical features such as, but not limited to, roads, drainage, sewage, earthworks, landscaping, signage (regulatory and directional), guideposts and all necessary works.

1.3. Plans need to be submitted to the CEO for approval following amendment and revision (if required).

1.4. If the subdivider does not accept the Council's requirements the subdivider may appeal to the Minister for Planning and Infrastructure within 30 days. The State Administrative Appeals Tribunal is the sole arbiter on the matter as per the Local Government Miscellaneous Provisions Act, Clause 2.95.

1.5. When an approved plan is available the subdivider may call tenders or engage a contractor of their choice.

1.6. A bond to the value of 7.5% of the total cost of the work shall be paid to the Council to cover any defects which may arise in the first 12 months after clearance of the relevant Planning Commission condition(s) relating to roads and/or drainage, landscaping or any other details included within the Council or CEO approved plans or specifications. The bond may take the form of a payment to the Council or alternatively an irrevocable Bank Guarantee. Unused portions of the bond are refundable.

1.7. It is the subdividers responsibility to ensure that the contractor engaged has the capacity to fully complete the work in accordance with the approved plans and to the applied standards.

1.8. If day to day site supervision is to be provided by the Consulting Engineer or Site Supervisor, the subdivider must pay to the Council an amount of 1½% of the total cost of construction as estimated by the Council, to cover the costs incurred by the Council through activities such as officer attendance at site meetings/inspections etc. If day to day site supervision is not provided by the Consulting engineer or Site Supervisor then the amount required is 3%.

1.9. Public access to all or part of the roads as applicable within the subdivision will not be allowed until a certificate of completion from the Consulting Engineer is given and accepted by the CEO.

1.10. Clearance of the subdivision by the CEO shall be granted at such time as the subdivisional civil works are fully completed, all other relevant conditions set by the Planning Commission are satisfied, supervision fee (1.5% or 3%) paid, and the 7.5% retention bond is in place as per clause (e) above.

Clearance may also be granted to an uncompleted subdivision whereby bonds will be negotiated to cover the cost of the incomplete works or relevant conditions. This will be decided, at the discretion of the CEO, on a case by case basis however generally bonds will only be permitted where the

majority of the work or the majority of the relevant conditions set by the Planning Commission have been satisfied.

Bonds will be held until such time as the outstanding issues are completed to the satisfaction of the CEO. The amount of the bond will be determined based on the value of the work subject to the bond plus 20%.

2. CONTRIBUTIONS TO UPGRADING ADJOINING AND FEEDER ROADS

2.1. Subdivisions which increase the volume of traffic on the Councils controlled roads may attract a contribution from the subdivider for the upgrading of the Council road.

2.2. In instances where a subdivision attracts a road upgrading condition, the CEO shall specify and justify the work in the response to the Planning Commission. Depending upon the size and scale of the proposed subdivision the CEO is to either stipulate the specific road upgrading requirements (eg; upgrade 'x' road to 6m seal from intersection with 'y' road to entrance of proposed internal access road of subdivision) or a financial contribution towards the future upgrading of the subject road. In some instances the size of the subdivision will generate such a significant increase in traffic volume on an existing road that a total (100%) contribution towards the upgrading of the road will be required. This is to allow appeal by the subdivider through the normal appeal process.

2.3. All financial contributions received from subdividers not expended in the same year as receipt are to be placed in reserve and quarantined for use on the nominated road

3. OUTLINE SPECIFICATION FOR BITUMEN CONSTRUCTION

3.1. General

All work should be carried out to the complete satisfaction of the Shire of Broomehill-Tambellup and in accordance with best accepted engineering practice. As a guide, developers should refer to the text 'Local Government Guidelines for Subdivisional Development' published by the Institute of Public Works Engineering Australia (WA Division), ISBN 0-646-36284-4.

3.2. Design

A preliminary design for the work must be prepared by a qualified practicing Civil Engineer or suitably qualified or experienced person as approved by the CEO. The design should show longitudinal plans and cross sections of the proposed road(s), general specifications, levels, drainage, nature of soil and other such information to enable the CEO to make a decision on approving the work. It is important that subdividers establish road standards with the Shire before commencing design.

3.3. Design Drawings

Design drawings and specifications should be to the extent and in accordance with that recommended at Section 3 of the text 'Local Government Guidelines for Subdivisional Development'. However, as a minimum design drawings shall include plans and longitudinal sections generally at the scale of 1 in 1000. Levels should be reduced to AHD where possible.

3.4. Cross sections shall be included for all roads.

The design shall be forwarded to the CEO for approval in two hard copies containing minimum drawing size A1 unless specifically approved. The design will be reviewed after which either approval or changes will be suggested. Any changes or amendments will need to be reflected in revised drawings prior to approval being issued.

All geometric design will be based on a minimum Design Speed of 80km/h unless ground conditions make this impossible. Where this occurs the standard reached shall be clearly indicated and provision for appropriate road signs included in the contract.

3.5. Drainage

Drainage detail should be specific and include constructional detail of all structures being utilised.

Storm water should be discharged as soon as possible onto the land surface or to a natural water course. Where grades exceed 6% or where sub-grade material is particularly subject to erosion, stormwater shall not be carried in unlined water-tables or open drains unless specific approval is given by the CEO. All storm water drainage is to be designed in accordance with Australian Rainfall and Runoff 1997 and the relevant Austroads Guides.

Flow widths along kerb lines are not to exceed 2.0m from the face of kerb and water velocity is not to exceed the scour velocity of the road and kerb surface.

All drainage discharge points shall be protected against erosion approved by the CEO.

All drainage lines shall be of a standard recommended by the concrete pipe association (or equivalent design code for other types of pipe such as PVC or polypropylene) for the proposed installation situation. Pipes are to be laid in straight lines between structures, true to grade and line. At all structures, pipes, etc., shall be connected with cement mortar or as specified by the manufacturer to ensure water-tightness and exclusion of ground water, unless otherwise approved in the design.

3.6. Earthworks & Formation

Subgrade

Roads shall be formed and compacted true to location, level and graded as shown on the design drawings.
All fill areas shall be compacted from the bottom up, with the base dimensions calculated to comply with acceptable angles of repose.

All material used in fills must be capable of compaction as per Main Roads Western Australia specifications.

The CEO reserves the right to require compaction testing as per Main Roads Western Australia specifications at the contractors or subdivider's cost.

3.7. Pavement Design

Road base material shall be laterite gravel (or other approved material) taken from a pit approved by the CEO.

Laboratory tests may be required on representative samples at the contractors or subdivider's expense.

The pavement design shall be carried out as per Main Roads Western Australia specifications.

Details submitted in the design shall include the materials and the pavement structure being proposed. Road base depth shall be not less than 200mm compacted unless approved by the Shire or justified by laboratory test results on the sub-grade and base material.

3.8. Surface Treatment

The Consulting Engineer shall submit a seal design to the CEO giving full details of the proposed seal treatment(s).
Seals shall conform to Main Roads Western Australia specifications.
No seal shall be applied prior to the seal design being approved by the CEO. The approval process will include an inspection of the base course.

4. OUTLINE SPECIFICATION FOR UNSEALED (GRAVEL) CONSTRUCTION

4.1. General

All work should be carried out to the complete satisfaction of the Shire of Broomehill-Tambellup and in accordance with best accepted engineering practice. As a guide, developers should refer to the texts 'Local Government Guidelines for Subdivisional Development' published by the Institute of Public Works Engineering Australia (WA Division), ISBN 0-646-36284-4 and ARRB's 'Unsealed Road Manual – Guidelines for Good Practice'.

4.2. Design

A preliminary design for the work must be prepared by a qualified practicing Civil Engineer or suitably qualified or experienced person as approved by the CEO. The design should show longitudinal plans and cross sections of the proposed road(s), general specifications, levels, drainage, nature of soil and other such information to enable the CEO to make a decision on approving the work.

It is important that subdividers establish road standards with the Shire before commencing design.

4.3. Design Drawings

Design drawings and specifications should be to the extent and in accordance with that recommended at Section 3 of the text 'Local Government Guidelines for Subdivisional Development'. However, as a minimum design drawings shall include plans and longitudinal sections generally at the scale of 1 in 1000. Levels should be reduced to AHD where possible. The design shall be forwarded to the CEO for approval in two hard copies minimum drawing size A1 unless specifically approved. The design will be reviewed after which either approval or changes will be suggested. Any changes or amendments will need to be reflected in revised drawings prior to approval being issued.

All geometric design is to be based on a minimum Design Speed of 80km/h unless ground conditions make this impossible. Where this occurs the standard reached shall be clearly indicated and provision for appropriate road signs included in the contract.

4.4. Drainage

Generally drainage on gravel roads will consist of open drains with culverts with headwall structures installed transversely beneath the road surface.

Drainage detail should be specific and include constructional detail of all structures being utilised.

Storm water should be discharged as soon as possible onto the land surface or to a natural water course.

Where grades exceed 6% or where sub-grade material is particularly subject to erosion, stormwater shall not be carried in unlined water-tables or open drains unless specific approval is given by the CEO. All storm water drainage is to be designed in accordance with Australian Rainfall and Runoff 2019 and the relevant Austroads Guides.

All drainage discharge points shall be protected against erosion in a manner approved by the CEO. All drainage lines shall be of a standard recommended by the concrete pipe association (or equivalent design code for other types of pipe such as PVC or polypropylene) for the proposed installation situation.

Pipes are to be laid in straight lines between structures, true to grade and line. At all structures, pipes, etc., shall be connected with cement mortar or as specified by the manufacturer to ensure water-tightness and exclusion of ground water, unless otherwise approved in the design.

4.5. Earthworks & Formation

Subgrade Roads shall be formed and compacted true to location, level and grade as shown on the design drawings.

All fill areas shall be compacted from the bottom up, with the base dimensions calculated to comply with acceptable angles of repose.

All material used in fills must be capable of compaction as per Main Roads Western Australia specifications. The CEO reserves the right to require compaction testing as per Main Roads Western Australia specifications at the contractors or subdivider's cost.

4.6. Pavement Design

Road base material shall be laterite gravel (or other Shire approved material) taken from a pit approved by the Shire. Laboratory tests may be required on representative samples at the contractors or subdivider's expense.

The pavement design shall be carried out as per Main Roads Western Australia specifications.

Details submitted in the design shall include the materials and the pavement structure being proposed.

Crossfalls shall not be less than 4%. Road base depth shall be not less than 200mm compacted unless approved by the Shire or justified by laboratory test results on the sub-grade and base material.

4.7. Surface Treatment

The surface shall be water bound, compacted and shaped as per the design to give a smooth and solid running course with a minimum of loose material.

5. SUBDIVISIONAL ROAD REQUIREMENTS

5.1. Internal Roads (Access Roads)

The full cost of all internal roads will be at the cost of the developer. The standard of road will conform to the Council's Road Standards, and the level of construction will be as dictated by the number of lots serviced, terrain, number of spur roads, and potential traffic generated.

5.2. Servicing by Existing Roads

When subdivisional lots are permitted to be serviced by existing roads a contribution will be required to upgrade the road to an acceptable standard dictated by the number of lots and the volume of potential additional traffic.

5.3. Feeder Road Upgrading (District Distributor B Roads)

Where subdivisional roads connect to an existing Shire feeder road which is of a standard inadequate for the potential traffic after the subdivision is fully developed, a contribution sufficient to raise that standard to an acceptable level will be required after taking into consideration future contributions from other adjacent subdividable land. NOTE: A feeder road standard not less than that required for the internal road provided for the subdivision will be required.

5.4. Major Feeder Road Connection (Primary Distributor, District Distributor A or Regional Distributor Roads)

Where subdivisional roads connect to an existing major feeder road (eg. highway or secondary road) already adequate in standard, a contribution will be required for any traffic controlling treatments, containing drainage, entry treatments, and dealing with specific safety problems such as visibility, signage etc. Where the feeder road is a highway or secondary road under the control of Main Roads Western Australia approval from Main Roads Western Australia is required prior to submission of design drawings to the Shire.

5.5. Connecting Road Presently Not Existing

Where a subdivision is created which will require connection to a feeder road or highway and no formed road exists then the full cost of this connecting road to a standard dictated by the number of created lots and potential volume of traffic generated will be required.

5.6. Additional or Connecting Roads

Where contributions have been assessed in accordance with this Policy, the Council reserves the right to fully utilise the contribution on the section of adjoining or connecting road with the greatest priority.

5.7. Road Standards

5.7.1. Minimum Gravel Track - Farm gate situation servicing 1 - 4 rural properties. A formed road sheeted with suitable pavement material where required - minimum width 6.0 metres.

5.7.2. Standard Gravel Road - Typical rural road servicing 5 - 10 rural properties. Formed road with a gravel pavement minimum width 8.0 metres.

5.7.3. Bitumen - 6 metre - Acceptable for short internal spur road only when servicing maximum 5 lots.

5.7.4. Bitumen - 6 metre without Kerbs - Minimum main internal road for Special Rural subdivision. Kerbing required for drainage, traffic control and entry only.

5.7.5. Bitumen - 6 metre with Kerbs - Minimum Residential standard. Minimum standard for Special Residential.

5.7.6. Bitumen - 7.4 metre without Kerbs - Main internal Special Rural/Residential road if planned to be extended as a feeder road. Kerbing required for drainage, traffic control and entry only.

5.7.7. Bitumen - 7.4 metre with Kerbs - Main internal distributor in a large Special Rural/Residential subdivision. Residential distributor road.

6. CROSSOVERS

6.1. Under Schedule 9.1, Clause 7 (3) of the Local Government Act 1995, regulations may authorise a local government to require a person to make or repair a crossing from public thoroughfare to: a) private land that the person owns or occupies, or b) a private thoroughfare servicing private land that the person owns or occupies, and if the person fails to do so, to do so itself and recover 50% of the cost as a debt due from the person.

6.2. The Council wishes to encourage land owners to install vehicle crossovers in a timely manner. To encourage the installation of crossings by landowners, the Council will offer a subsidy towards the cost. Payment of up to half of the cost for a standard 4.0 metres urban and 6 metres wide rural crossing from the road surface to the front boundary of the property. Council's contribution shall not exceed the maximum of $1,000 reimbursement.

6.3. The Manager of Works will inspect and prepare a standard specification which shall be the basis for calculation of a subsidy payment. The Manager of Works shall approve the specification for the different circumstances within the shire and each crossing must be constructed in accordance with Shire's specifications, the remaining cost shall be payable by the property owner.

6.4. Maintenance and upkeep of the crossing to a safe and useable standard is the responsibility of that property owner.

7. FOOTPATHS

The Council recognises the importance of footpaths and dual use paths. There is greater demand than funds available to meet all proposals for footpath and dual use path provision. This policy is to establish how priority will be allocated and standards established.

- Footpaths and dual use paths will be constructed in accordance with the priorities established in the Shire of Broomehill Tambellup footpath plan.
- Paths are to be constructed to the Austroads Standards Part 6A: Pedestrian and Cyclist Paths

8. VERGE CLEARING

8.1. Relevant Legislation

The Environmental Protection Act 1986 and Environmental Protection (Clearing of Native Vegetation) Regulations 2004 govern the activities that will impact on native vegetation. This legislation is relevant to the Shire, setting limitations for road infrastructure works, and landowners who wish to undertake work in road reserves.

8.2. Designated Maintenance Corridor

The Environmental Protection legislation, in particular Regulation 5, Item 22 Clearing for maintenance in existing transport corridors (Environmental Protection [Clearing of Native Vegetation] Regulations 2004) provides that local government can carry out activities to maintain and protect the integrity of road infrastructure within the designated maintenance corridor.

8.3. Road Construction Operations

Where necessary, the Shire will make application for the appropriate clearing permits from the Department of Environment Regulation (DER) prior to undertaking any road construction. Conditions of the permit will be complied with including special considerations for declared rare flora and/or fauna if any has been identified as present in the maintenance corridor.

Rural road widening is to be carried out according to the requirements of the Council but will take into consideration the preservation of roadside vegetation wherever possible by clearing only one side of the road.

Clearing vegetation in narrow road reserves during times of road construction or road improvements, the shire may seek approval from the land holder to remove an existing fence to clear all vegetation from within the road reserve and erect a new fence to an agreed standard by both parties.

Any tree remaining within the road reserve but outside the limits of clearing which upon assessment is considered unsafe and likely to fall upon the roadway may be cleared and disposed of.

8.4. Road Maintenance Operations

The Shire's road maintenance program includes grading, slashing, herbicide application, pruning, drain cleaning, drainage improvements, bitumen resealing, bitumen shoulder grading and gravel re-sheeting.

Road maintenance activities will be contained within the Maintenance Corridor, which comprises the running surface, shoulder, table drain and batter to the tip of the back slop.

When major weed control works are to be undertaken, including areas outside the Maintenance Corridor, consultation may occur with the Department of Parks and Wildlife, DER and local catchment management groups.

As part of the Shire's annual road program, unsealed shoulders subject to significant traffic will require periodic grading and gravel re-sheeting. During this process all grasses and vegetation will be removed and disposed of prior to operation.

Some maintenance grading requires occasional clearing of vegetation to accommodate the machine and ensure road safety, however, where possible this will be minimised.

Drains can be mechanically cleared and maintained with a grader, or slashed if covered with grass. Drains inaccessible to mechanical equipment may require maintenance with hand tools or approved herbicides. In the cases where these practices will not provide for an acceptable level of drainage the use of excavation equipment may be used.

Requests received from members of the public relating to exclusion of a road reserve/section of road reserve adjacent to their property from the spraying program, should be forwarded in writing to the Chief Executive Officer for consideration to be placed on the 'Do Not Spray' register.

8.5. Removal of Dangerous Vegetation

Occasionally it is necessary to remove a dangerous tree/vegetation that pose/s an imminent threat to public safety, such as impeding sight along the roadway or a tree that has been subject to storm damage and is threatening to fall over a fenceline or a roadway.
Following inspection by a Shire Officer, any tree removal will be in accordance with Environmental Protection (Clearing of Native Vegetation) Regulations.

8.6. Services and Utilities

Alignment of services is to be encouraged to minimise impact on roadside vegetation where possible.

Under the Utility Providers Code of Practice for Western Australia, utility providers are to liaise with the Shire of Broomehill-Tambellup regarding the positioning of services and the reinstatement and rehabilitation of disturbed areas.

All materials are to be removed from the road verge, by the utility providers, on the completion of works. The trenches, if relevant, are to be backfilled, adequately compacted and trimmed.

Water Pipes under Roads

Applications from landowners to lay water pipes under roads that are in the control of the Shire of Broomehill-Tambellup shall be in writing and include a location sketch.

The Chief Executive Officer has delegated authority to grant approval. The approval is to be confirmed in writing and will include the following conditions:-

(a) Installation of pipes under the road will be done by the Councils Works staff with costs to be met by the landowner

(b) If the pipe is to go through a culvert it must include provisions for the pipe to be moved from time to time to allow for the Councils maintenance of the road and culvert

(c) The pipe to be maintained in good order by the landowner to prevent any adverse impact on the road.

(d) Markers to be placed adjacent to each side of the roadway stating 'Water Pipe Line'. These signs to be permanently maintained by landowner

(e) Native Vegetation Act will require landowners to enquire to the Council whether placement of pipe will be in a significant site zone.

8.7. Unauthorised Clearing and/or Activities Within Rural Road Reserves

Clearing of a rural road verge or unmade road reserve without the relevant permits is prohibited.

Penalties may also apply in accordance with the Environmental Protection legislation. No works shall be undertaken in rural road reserves without written approval from the Shire of Broomehill-Tambellup. This includes planting (including native species), drainage work, fencing, spraying, burning off, clearing vegetation or seed collection.

No material (eg firewood) is to be removed from road reserves other than by the Shire as part of its works program.

8.8. Maintenance Area

If approved, landowners may only work on the areas of road verge which fall outside the Maintenance Corridor. This is the portion of the verge from the tip of the back slope to the property boundary/fenceline. The Council will take all care not to damage any portion of the rural road reserve from the back slope to the fenceline, however, landowners will also acknowledge that

the Council does not accept any responsibility for any loss or damage to vegetation or areas of the road reserve that may occur due to road maintenance or construction activities.

8.9. Fenceline Clearing or removal of trees over fencelines/boundaries

Landowners wishing to remove vegetation from road verges that has impacted on their property or boundary fenceline, or seeking permission to clear an area of the road verge for a boundary fenceline, should apply in writing to the Shire for permission to do so.

4.2 ADVERTISING AND PORTABLE DIRECTIONAL SIGNS

Objective:	**To provide guidelines for persons applying to install signs under Part 3 of the Shire's Activities on Thoroughfares and Public Places and Trading Local Law 2020**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	20 May 2021	***Minute No.***	210509
Date of last review:	20 May 2021		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup Activities on Thoroughfares and Public Places and Trading Local Law 2020 Shire of Broomehill-Tambellup Activities on Thoroughfares and Public Places and Trading Amendment Local Law 2022		

POLICY STATEMENT

This policy supports the Shire's Activities on Thoroughfares and Public Places and Trading Local Law 2020 and if a conflicts exits between this Policy and the Local Law, the Local Law prevails.

General

(a) This policy provides information to the public on Shires requirements for the provision of directional signs on the Shire controlled road verges for private businesses, public facilities such as sports grounds plus Government offices and institutions.

(b) The policy attempts to balance the need to keep to a minimum unnecessary signs which create aesthetic problems particularly in townsites, while still allowing for the necessary directions to be given to the travelling public.

(c) It is acknowledged that a number of directional signs can greatly increase the viability of local businesses. It must also be recognised that large numbers of signs at many townsite and rural intersections can reduce road safety, clutter up the landscape and greatly reduce the high quality aesthetic, natural beauty of this region.

Road Sign Standards

General – All signs to be installed on road reserves are to be on a metal plate mounted on a 50mm galvanised iron pipe section. All sign posts are to be securely concreted into the ground and positioned in the road reserve for maximum visibility but this positioning shall not interfere with machine maintenance of road site drains.

Size of Letters

Minimum sizes for road names, townsite directions, Shire facilities etc. to be 100mm on a 150mm metal plate size. Signs on highways showing the same information to be 150mm letters on a 200mm high metal plate. Sizes of lettering for commercial sign posting to be decided by the Shire for each individual case.

Colours

(a) All directional signs will be fully reflectorised with white letters or numbers.

(b) For road or street names and townsite directions the background plate colour would be white.

(c) Commercial and business signs will have a blue background while historical and tourist signs will have a brown background. Recreation facilities plus Shire controlled park land will be on a green background.

(d) The galvanised pipe up –stand to be left unpainted, in the original steel colour or powder coated in a colour determined by the Shire from time to time.

Height / Installation / Length

(a) The lowest point on any installed sign shall not be lower than 2.5m above ground level, in townsite areas.

(b) All signs on State road intersections shall be in 150mm letter signing.

(c) On rural roads, signs may be installed 2 metres above ground level where there is no chance of pedestrians normally walking under the sign and the sign is 1.0m from the area of road use or road drainage maintenance.

(d) All signs will be 1.0m long, to allow for possible future connection of several signs on one installation as a vertical stack of signs.

(e) Directional signs will only be allowed at road or street intersections, not 'mid block.'



Example of Directional Signage

Symbolic Signs

(a) Signs featuring symbols as silhouettes eg. Caravans, petrol pump, crossed knife and fork etc. are allowed as directional signs.

(b) No more than 4 such symbolic signs will be allowed in any one site, and each symbolic board will be 250mm maximum (square) on minor roads and 400mm maximum (square) on major roads, as assessed by the Shire.

Vertical 'Banks' Of Directional Signs

(a) Where a number of directional signs, pointing in the same direction, are to be erected at the one intersection, then these signs, up to a maximum of 4, will be installed as a vertical stack with the street or road name sign on top.

(b) The sign lengths for such a stack will be 1.0 metres. The signs will be attached, at each end, to a 50mm O.D. galvanised iron pipe.

Number of Signs Allowed Per Business

(a) A total amount (maximum) of 3 signs will be allowed for a single business on Shire controlled road verges. Signs on State roads controlled road verges will be included in this number. Extra signs will be at the discretion of the CEO.

(b) All other signs would be installed on Tourist Information. Maximum use should also be made by businesses of Tourist Bureaus and similar outlets for advertising and giving directions.

(c) No 'Advance Warning' signs will be allowed apart from those required for safety requirements.

(d) For this policy, single businesses shall be those having separate and different ownerships or lessees serving different business functions.

4.3 GRAVEL SUPPLIES AND REHABILITATION

Objective:	**To ensure that there is adequate supply of road building materials available for the council road works and that an effective rehabilitation program is in place.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	17 May 2012	***Minute No.***	120524
Date of last review:	20 May 2021		
Legislative References:	*Environmental Protection (Clearing of Native Vegetation) Regulations 2004*		
Internal References:			

Access to Gravel

The Council recognises that in order to access gravel it needs to pay a fair price and abide by its own policies and local laws. To this end, Council will undertake the following:

(a) approach the landowner at least four weeks prior to the time that the works are due to commence, to advise the landowner of the Shire's intention, negotiate compensation and enable the landowner to make any domestic arrangements in relation to stock, etc.

(b) All gravel pits opened on private property will be reclaimed before the plant shifts to the next programmed job, unless firm arrangements are made with the landowner for not reclaiming.

(c) If the area is required for dam catchments, all top soil shall be stock piled, or removed if suitable for road building.

(d) If required by land holder, gravel areas shall be fenced and suitable gates fitted to fenced area, at Shires expense.

(e) All care is to be taken to cause the least amount of inconvenience to the landowner as is possible.

(f) All Gravel Pits are to be rehabilitated in accordance with this Policy.

(g) The Council's preference for payment of gravel is to pay $2.20 inc GST per cubic metre for compacted gravel that is removed from private property. The cost will be charged against the particular job or jobs concerned.

(h) All transactions to be in accordance with relevant legislation and include a written agreement setting out all relevant details, including rehabilitation of the quarry/pit.

Gravel Pit Rehabilitation

The Shire recognises and accepts that gravel pit rehabilitation is necessary to avoid soil compaction, decrease surface drainage, avoid erosion and minimise visual pollution.

(a) In general, prior to opening a gravel pit, a plan for the management of the site will be prepared which will include a plan for rehabilitation and monitoring.

(b) Private operators are required to submit and abide to a gravel pit management plan, which includes a plan for rehabilitation and monitoring, before establishing a gravel pit.

(c) Wherever possible, new gravel pits will be established on cleared land, not existing bushland and will not be located on a road verge.

(d) Where necessary, the visual impacts of an operating gravel pit will be minimised through the establishment of buffers between the pit and visual vantage point/s.

(e) Where necessary, the dust and noise impacts of an operating gravel pit will be minimised through the establishment of buffers between the pit and neighbours.

(f) Throughout the life of the pit, topsoil, overburden and vegetation will be stockpiled separately ready for respreading in the rehabilitation process.

(g) If weeds have developed on the topsoil mounds these should be removed prior to respreading the topsoil.

(h) If necessary, drainage structures will be established within the pit, to ameliorate any ponding and surface erosion.

(i) Rehabilitation will be done progressively throughout the life of the gravel pit.

(j) The site will be monitored every year and for three years after closure of the pit. If rehabilitation is inadequate, appropriate measures will be taken to ensure success.

Bush Sites

Where a proposed gravel pit is located within bushland, the following will apply:

(a) Refer to the *Environmental Protection (Clearing of Native Vegetation) Regulations 2004* and obtain the necessary clearing permits.

(b) Prior to opening a gravel pit, seed from local endemic species will be collected from the site and stored for use in the revegetation phase of rehabilitation.

(c) The general process of rehabilitation will be to first rip the floor of the pit at 1 metre intervals across the contour. Following ripping the pit needs to be shaped so that the surfaces are as smooth as possible, and the edges are battered down to blend in with the landscape. The batter slopes should be no steeper than 4H:1V. Next, the overburden, and then the topsoil should be returned to the pit. The site should then be cross-ripped at 1m intervals on the contour to encourage plant growth. Finally, the vegetation and debris should be returned to the pit.

(d) Seeds collected prior to pit establishment should be scattered on the site at the time of year suited for germination (varies with location) if establishment from respreading vegetation has been inadequate. If a store of seeds is not available, seed from local endemic species should be collected from surrounding areas.

(e) If the gravel pit is located on farm land, it will be fenced to exclude stock to help ensure adequate regeneration.

Pastured Sites

(a) Prior to establishment of the site, the landowner will be asked how they want the site rehabilitated.

(b) For sites to be rehabilitated back to pasture the general process of rehabilitation will be as follows. Firstly the floor of the pit will be ripped to a depth of at least 50cm along the contour. Following ripping the pit needs to be shaped so that the surfaces are as smooth as possible, and the edges are battered down to blend in with the landscape. Next, the overburden and then topsoil should be returned to the pit. Pasture seed will be spread.

Abandoned Gravel Pits

(a) An amount to be determined by the Council as part of the annual budget process will be budgeted each financial year for rehabilitating abandoned gravel pits until all pits are rehabilitated to a satisfactory level.

(b) The method for rehabilitation will not change from that mentioned in the section on current gravel pits.

(c) If fill is no longer available, spoil from roadworks etc. will be used. Topsoil, if no longer on site, will be carted to the area to ensure regeneration will be satisfactory.

(d) The site will be monitored every year for three years after rehabilitation works. If rehabilitation is inadequate, appropriate measures will be taken to ensure success.

4.4 CLEARING OF VEGETATION FOR ROAD CONSTRUCTION

Objective:	**To consult with landowners before clearing of verges.**
Date of adoption:	13 October 2008 ***Minute No.*** **081008**
Date of amendment:	
Date of last review:	20 May 2021
Legislative References:	*Environmental Protection (Clearing of Native Vegetation) Regulations 2004*
Internal References:	Management Practice 5.5 – Removal of material including firewood from road reserves

POLICY STATEMENT

In general, the Council prefers to preserve as much standing timber as possible, but also recognises the need to provide safe and unobstructed access on the roads. Council is committed to giving adjoining land owners an opportunity for input into any clearing of vegetation during road construction.

To achieve this, prior to the commencement of any clearing on public roads, adjoining owners shall be advised of the proposed clearing and endeavour to reach agreement to the extent of the proposed clearing prior to work commencing.

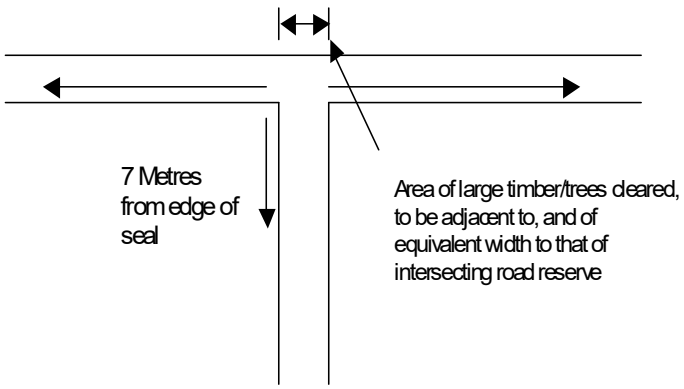
Clearing at Intersections:

(a) Vegetation interfering with vision at road intersections shall be cleared to allow for sight distance for 210 metres from a predetermined point

(b) The predetermined point is a distance of 7 metres from the edge of the seal/running surface on the through road, down the intersecting road.

(c) At 'T' junctions, all trees to be removed on the through road in the area immediately adjacent to and of equivalent width to the intersecting road.

(d) Low scrub and other small plants to remain.



4.5 STREET VERGES - DEVELOPMENT

Objective:	**To enhance the visual amenity of townsites within the Shire.**		
Date of adoption:	13 October 2008	***Minute No.***	081008
Date of amendment:	17 May 2012	***Minute No***	120524
Date of last review:	20 May 2021		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup Activities on Thoroughfares and Public Places and Trading Local Law 2020 Shire of Broomehill-Tambellup Activities on Thoroughfares and Public Places and Trading Amendment Local Law 2022 Management Practice 5.3 – Provision of street trees		

POLICY STATEMENT

It is the policy of the Council to assist landowners within townsites in the development of street lawns and gardens by clearing, levelling, filling and providing top soil in the street verge. The work may be carried out while Shire's plant is in the vicinity, without reference to the Shire and without charge to the landowner.

This Policy is subject to the Shire's Activities on Thoroughfares and Public Places and Trading Local law 2020:

(a) Any owner or occupier of land within a townsite may plant lawn on the street verge adjoining the property, without obtaining approval from the Shire.

(b) Street lawns are to be maintained by the owner or occupier of the adjoining property. Where a street lawn has been neglected and in the opinion of the CEO, is in need of mowing to preserve the amenity of the area, the CEO is authorised to arrange for Shire employees to mow the lawn.

(c) Where land adjoining a street lawn is occupied by people who are aged or disabled, the CEO may approve employees mowing the street lawn on a case by case basis.

(d) Any person wishing to install reticulation within a street verge for watering a street lawn or for any other purpose is required to apply in writing to the CEO. The CEO is authorised to approve such applications subject to conditions as he/she sees fit.

(e) Any approval to install reticulation in a street verge is to contain a condition that the Shire will not under any circumstances be responsible for any damage caused to the reticulation whether that damage is caused by the Shire, another public authority or any other agent or individual. A further condition of approval is that the reticulation is to be located so that it will not create a hazard for pedestrians.

(f) Any person wishing to develop a street verge with anything other than lawn e.g. brick paving, bitumen, native plants etc., is required to make application, in writing, to the CEO who may make a determination on the matter or refer the matter to council for decision.

(g) It is recommended that a minimum depth of 200mm be set for the installation of reticulation in street verges.

4.6 REPLACEMENT OF PLANT AND VEHICLES

Objective:	**To maintain a modern, efficient and safe plant and vehicle fleet and ensure that Shire plant and fleet vehicles are replaced at the most cost effective intervals.**		
Date of adoption:	17 July 2014	***Minute No.***	140717
Date of amendment:	20 May 2021	***Minute No.***	210509
Date of last review:	20 May 2021		
Legislative References:			
Internal References:	Ten Year Plant Replacement Program		

The Council is committed to ensuring that it maintains a modern, efficient and safe plant and vehicle fleet that it replaces at the most cost effective intervals.

POLICY

(a) The Council shall be presented by the end of March each year, with an updated 10 year Plant Replacement draft program for Council consideration and adoption;

(b) The first year of the Plant Replacement Program shall constitute the draft programme for consideration in that year's draft budget;

(c) The annual consideration of plant and vehicle replacement shall be taken into account alongside the Shire's budgeted programmes for all assets. This shall involve consideration of new technology, processes and materials as well as ownership versus hire of machinery and programme requirements;

(d) Shire officers shall make all efforts to rationalise and minimise the funding requirements for plant and vehicle replacement while still aiming to provide the best quality, most effective fleets at the lowest whole of life cost;

(e) Shire officers shall maximise utilisation of fleet and vehicles through relocation, reallocation and consider disposal of underutilised fleet and vehicles;

(f) As a general guide the Plant Replacement Program provides for the following changeover

Graders	8 Years
Loader - Heavy	8 years
Backhoe/Loader	8 years
Skid Steer	8 years
Trucks - Heavy	8 years
Trucks – Heavy Tipper	10 years
Trucks Light	5 years
Trucks - Light Tipper	3-5 years
Roller – Multi Tyred	10 Years
Roller Vibrating	10years
Plant Trailer	years
Jetpatcher	20 years

(g) For plant items that are to be procured through the tender process or WALGA Preferred Supplier Program, and a change in size of style of vehicle is being proposed, Shire officers are to present draft specifications to Council for consideration prior to advertising or seeking quotes;

(h) Disposal of items of plant or vehicles shall be by trade-in, outright sale or auction.

4.7 USE OF SHIRE PLANT AND EQUIPMENT BY STAFF & COMMUNITY GROUPS

Objective:	**To establish criteria and conditions for the after-hours use of Shire Plant and Equipment.**		
Date of adoption:	21 April 2016	***Minute No.***	160409
Date of amendment:	19 July 2018		
Date of last review:	20 May 2021		
Legislative References:			
Internal References:			

PURPOSE

To provide a framework for the use of Shire plant and equipment to ensure that plant and equipment is not damaged, insurance is not voided and Shire community groups (with Shire staff in control of plant and equipment) can utilise plant and equipment . This policy will provide clear parameters for the use of the Councils plant and equipment.

SCOPE

This policy applies to all employees of the Shire of Broomehill-Tambellup. All staff shall comply with this policy.

POLICY STATEMENT

The Chief Executive Officer is authorised to permit the use of Shire of Broomehill-Tambellup plant and equipment at no cost provided the use complies with the following criteria:

(a) Consent of the Chief Executive Officer must be obtained in writing prior to use;

(b) Personal use of any plant and equipment by Shire Staff is strictly prohibited;

(c) No plant and equipment shall be used for any contract work or for any profit;

(d) The use of Shire of Broomehill-Tambellup plant and equipment is not a right, and no implication is made that plant and equipment will be borrowed or loaned;

(e) No plant and equipment shall be used for any purpose not directly related to a community purpose that benefits a non-profit community organisation;

(f) Any application for personal (community) use of Shire plant and equipment must specify the plant or equipment required, purpose, operator and duration of use;

(g) Shire plant and equipment shall only be used on land owned or occupied by the applicant, or on land owned or controlled by a community or sporting group or on the Councils owned or controlled land;

(h) The plant or equipment shall only be operated, driven or controlled by a competent Shire of Broomehill-Tambellup employee. Employees may arrange for a competent employee to operate, drive or control the plant or equipment if they are not competent;

(i) If the plant or equipment requires fuel then it shall be returned full of fuel;

(j) All plant and equipment shall be returned in the condition it was borrowed;

(k) If any plant or equipment is damaged, the damage will be assessed by the CEO, Manager of Works and Manager of Finance and Administration, and a decision will be made on who pays for the damage or replacement;

(l) If any insurance claim is required to be made for damage or repairs, the borrower will be responsible for any costs for the excess;

(m) No plant or equipment shall be used outside of the Shire of Broomehill-Tambellup without the express permission of the Shire Chief Executive Officer; and

(n) All plant and equipment must remain available for normal Shire operations.

4.8 PRIVATE WORKS

Objective:	**To establish the conditions under which private works will be undertaken.**		
Date of adoption:	21st April 2016	***Minute No.***	160410
Date of amendment:			
Date of last review:	20 May 2021		
Legislative References:			
Internal References:			

POLICY STATEMENT
The following procedures shall apply to private works performed by the Shire –

a) All customers are to pay for kilometres travelled both ways from the Shire's operating base at the time;

b) All plant hired is to be operated only by a Shire employee who is an accredited operator;

c) The Chief Executive Officer may submit quotes and compete for 'Commercial' type works in the Shire, that is, works other than those of a small or residential nature. Works are not to be quoted for or competed for unless the Shires plant is in the area undertaking other programmed works, or will shortly be relocated to the area to perform programmed works, unless the work is sufficiently large enough to warrant relocating the plant to the area.

d) Major private works quoted over $20,000 are to be brought to the Councils attention.

4.9 SHIRE OWNED EQUIPMENT AT A WILDFIRE

Objective:	**To assist in control of wildfires by making the Councils equipment available.**		
Date of adoption:	19 May 2016	***Minute No.***	160515
Date of amendment:			
Date of last review:	20 May 2021		
Legislative References:	*Bush Fires Act 1954 s.28*		
Internal References:	Policy 4.8: Private Works Management Practice 7.1: Shire Owned Equipment at a Wildfire		

POLICY STATEMENT

The Council is committed to ensuring the safety of the community, particularly in regard to fire prevention and response. It is acknowledged that on occasions, the use of the Council's heavy machinery may be required to assist in containing and controlling a fire.

Subject to approval being granted by the Chief Executive Officer the Shire will endeavour to make its equipment available for this purpose.

Assistance provided in 'mopping up' activities where requested by landowners will be charged to the landowner at current private works rates.

PART 5 – BUILDING, HEALTH AND PLANNING

No policies.

PART 6 - OTHER

6.1 TOURISM AND AREA PROMOTION

Objective:	**To maximise the potential of the Shire as a tourist destination by encouraging and supporting the development of man-made and natural tourist facilities, thus increasing the employment potential of the area.**		
Date of adoption:	13 October 2008	**Minute No.**	081008
Date of amendment:	17 March 2022	**Minute No.**	031/22
Date of Last Review	17 March 2022		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup Strategic Community Plan		

The Council, in setting its long-term objectives, will develop its role as a catalyst for co-ordinating marketing efforts for the development of tourism in the Shire.

It is the policy of the Council that it will:

(a) ensure that, in promoting the area as a tourist destination, the natural beauty and tranquillity of the Shire is not destroyed;

(b) work with the relevant statutory authorities to establish and promote natural and historical attractions, at the same time ensuring that they are not destroyed;

(c) encourage tourist orientated commercial development, particularly development of a 'country style' nature; to rationalise the placement of such facilities and to endeavour to ensure they harmonise with the existing tourist facilities and the natural environment;

(d) promote residents' pride in the area by such means as town beautification and encouragement of residents to know and understand their district attractions and assets etc;

(e) ensure that tourism funding is spent to the best advantage, avoiding duplication;

(f) carry out direct promotion of tourist facilities and events where appropriate;

(g) apply for such grants as may be deemed appropriate to assist in attaining any or all of the above objectives;

(h) foster and create a community awareness of the benefits of tourism within the Shire;

(i) provide the basic facilities and infrastructure sufficient to encourage development; and

(j) ensure that facilities within the area are adequate to cater for visitors and residents.

To achieve this, the Council will:

(a) Provide an adequate budget allocation for tourism expenditure;

(b) Assist (financially and by other means) tourism organizations or events which have the potential to develop tourism in the Shire;

(c) Encourage representation on Regional Tourism Associations and seek representation on local tourism organizations;

(d) The formulation of its planning regulations will have regard to the requirements of tourist development;

(e) Review planning instruments, for example, Strategic Plans and Town Plans, to take into consideration policies on tourism and other leisure related issues;

(f) When preparing local laws will have regard to their impact on tourism and the balanced development of the Shire;

(g) Encourage tourism product development and investment throughout the Shire and facilitate the development application process;

(h) Ensure the welfare of the whole community when supporting tourism development and the provision of facilities;

(i) Assessment of tourism developments will consider the social, cultural, economic and environment impact of the proposal within the area;

(j) Initiate the provision of facilities sufficient to cater for destination and day trip visitors to appropriate areas within its boundaries;

(k) Encourage the landscaping of residential and commercial centres within the Shire;

(l) Where practical, support the enhancement of specific natural features, conservation area, areas of outstanding beauty, and recognise items of heritage significance;

(m) Support the development of appropriate scenic routes and lookouts;

(n) Where a need for a tourism facility has been identified, the Council may consider taking an entrepreneurial role in the establishment of those facilities if, and only if, private enterprise displays no interest in the provision of those facilities; and

(o) Support and approve, where appropriate, quality, seasonal entrepreneurial entertainment and attractions.

6.2 APPOINTMENT OF BUSHFIRE CONTROL OFFICERS

Objective:	**1. To ensure that a person has the relevant qualifications necessary to hold the position of Bush Fire Control Officer.** 2. **To ensure that these qualifications are maintained by the appointed Bush Fire Control Officer**		
Date of adoption:	19 December 2013	***Minute No.***	**131213**
Date of amendment:	17 March 2022	***Minute No.***	**032/22**
Date of last review:	02 March 2022		
Legislative References:	*Bush Fires Act 1954 Section 38* *Work Health and Safety Act 2020*		
Internal References:	Bush Fire Brigade Standard Operating Procedures Strategic Community Plan		

INTRODUCTION

Within the Bushfire Brigades, officers are appointed by the Council to undertake various roles and responsibilities. The persons occupying these positions, although volunteers, are nonetheless officers of the Council and are appointed by the Council (under section 38 of the *Bush Fires Act 1954*) upon their nomination by the Brigade and endorsement by the Bush Fire Advisory Committee.

In accordance with Work Health and Safety legislation, the Council has a duty of care to all its brigade volunteers to provide a safe working environment. This extends to ensuring Fire Control Officers are appropriately skilled to manage a fire incident, and the volunteers assisting.

Establishing the rules for the appointment of Fire Control Officers will assist in meeting the Council's obligations for duty of care.

This policy provides the eligibility criteria for a person to be appointed as a Bush Fire Control Officer.

POLICY STATEMENT

(a) To be eligible for appointment as a Bush Fire Control Officer a person must have completed the Bush Fire Control Officer Training Program not more than five years prior to appointment and must be fully vaccinated pursuant to the Booster Vaccination (Restrictions on Access) Directions, as amended from time to time.

(b) Notwithstanding Item 1 above, a person will be eligible for appointment as a Bush Fire Control Officer if they complete the Bush Fire Control Officer Training Program within six months of appointment.

(c) For a person to continue as a Bush Fire Control Officer they must complete the Bush Fire Control Officers Course or a Refresher Course at intervals of no more than every five years.

(d) Nominations of Bush Fire Control Officers from Brigades should be endorsed by the Bush Fire Advisory Committee for recommendation to the Council by 1 May each year.

(e) A Bush Fire Control Officer, other than the Chief or Deputy Chief Bush Fire Control Officer shall not issue a Permit to Burn for land within another Shire of Broomehill-Tambellup Bush Fire Brigade district unless mutual agreement exists between the Bush Fire Control Officers concerned.

6.3 INDEPENDENT LIVING SENIORS ACCOMMODATION – HOUSING ALLOCATION

Objective:	**To ensure fair and transparent allocation of Independent Living Seniors Accommodation (ILSA) housing.**		
Date of adoption:	18 September 2014 Effective from 3 October 2014	***Minute No.***	140905
Date of amendment:	23 July 2020	***Minute No.***	200713
Date of last review:	19 May 2022		
Legislative References:			
Internal References:	Shire of Broomehill-Tambellup ILSA Housing Management Manual		

INTRODUCTION

Within the Council's Housing Management Manual, reference is made to ILSA Management Practice 1 wherein applications for tenancy of the Council's ILSA units may be considered from non-local applicants.

POLICY STATEMENT

Preference will be given to Tambellup and Broomehill residents; however if ILSA unit vacancies exist for more than three months, applications for tenancy of ILSA housing will be considered from people outside the Tambellup and Broomehill catchment area providing they meet the other housing allocation criteria requirements.

6.4 ROADSIDE BURNING

Objective:	**To protect flora and fauna and to ensure that roadsides are not denigrated through over burning.**		
Date of adoption:	16th June 2016	***Minute No.***	160609
Date of amendment:	17 March 2022	**Minute No.**	033/22
Date of last review:	01 March 2022		
Legislative References:	*Bush Fires Act 1954*		
Internal References:	Shire of Broomehill-Tambellup Activities in Thoroughfares and Public Places and Trading Local Law 2020 Shire of Broomehill-Tambellup Activities in Thoroughfares and Public Places and Trading Amendment Local Law 2022		

POLICY STATEMENT:

The burning of vegetative matter on any roads, streets or ways under the care and control of the Shire of Broomehill-Tambellup must be authorised by the Council (under delegation to the Chief Executive Officer) in accordance with the *Activities in Thoroughfares and Public Places and Trading Local Law 2020.*

Authorisation will be conditional upon the following:

(a) Roadside burning only being carried out if no other practical options for fire hazard management are available;

(b) Roadside burning only being permitted at the conclusion of the Restricted Burning Period (unless a permit has been authorised by a Shire of Broomehill-Tambellup authorised Fire Control Officer);

(c) The applicant complying with all requirements of the *Bush Fires Act 1954*;

(d) The site(s) being inspected by a Shire of Broomehill-Tambellup Bush Fire Brigade Fire Control Officer (FCO) and any requirements detailed by the FCO (recorded on the application form) being adhered to;

(e) The applicant ensuring the protection of standing timber and the preservation of natural vegetation wherever possible. No burning of well-conserved or semi-conserved bush areas may occur without authorisation by the Council;

(f) The burning of the roadside not causing any direct or indirect damage to declared rare flora or fauna;

(g) No damage being caused to fences, roads, road furniture, drainage structures, public utilities or other property in the vicinity;

(h) The road verge burning only occurring adjacent to the resident/land owner's property the subject of the permit;

(i) A maximum 2km strip being burnt per applicant per year;

(j) The applicant installing the appropriate traffic warning devices;

(k) No obstructing of roadways or drainage channels by fallen trees or other debris;

(l) Consideration being given to the potential for smoke pollution; and

(m) The fire being attended at all times until the burn is completely safe and the fire is out.

6.5 CEMETERY - EXHUMATION

Objective:	**To establish the works that will be undertaken by the Shire if an exhumation is requested at a cemetery within the Shire.**		
Date of adoption:	16th June 2016	**Minute No.**	160608
Date of amendment:	17 March 2022	**Minute No.**	034/22
Date of last review:	1 March 2022		
Legislative References:	*Cemeteries Act 1986 Section 58 and 59*		
Internal References:	Shire of Broomehill-Tambellup Schedule of Fees and Charges Shire of Broomehill-Tambellup Cemeteries Local Law 2020 Shire of Broomehill-Tambellup Cemeteries Amendment Local Law 2022		

POLICY STATEMENT

Under Sections 58 and 59 of the *Cemeteries Act 1986*, the Council may be requested to carry out an exhumation at a cemetery within the Shire.

Acknowledging that the Council staff are not trained in this task, the extent of works that will be completed are as follows:

(a) The Shire will open the grave and dig down to the coffin lid;

(b) The Shire will fill the grave once the coffin is removed;

(c) The charge for these works will be as adopted in the Shire's Schedule of Fees and Charges, as amended from time to time.

The person making the application for the exhumation must arrange for a suitably qualified person to bring the coffin to the top of the ground.

The applicant is responsible for all associated costs in relation to bringing the coffin to the top of the ground.

Business Case

Tambellup Caravan Park and Camping Ground

Shire of Broomehill-Tambellup

November 2022












Shire of Broomehill Tambellup
looking forward

Tambellup Community Cropping Group

H+H architects

keston economics

Prepared by:

Keston Economics Pty Ltd.

First Floor, York House,

133-135 York Street,

Albany, WA 6330

Tel: (08) 98411 786

www.keston-economics.com

DISCLAIMER

Keston Economics Pty Ltd disclaims to the extent permitted by law any liability for any claims, losses, expenses, damages or costs the user may incur as a result of, or associated with, the use of, or reliance on, information in this report or associated communication, whether or not there has been any error, omission or negligence on the part of Keston Economics Pty Ltd.

Whilst care and diligence have been exercised in the preparation of this report, Keston Economics Pty Ltd does not warrant the accuracy of the information contained within.

Any forecasts or projections used in the analysis can be affected by a number of unforeseen variables and, as such, no warranty is given that a particular set of results will in fact be achieved.

Reference to Keston Economics Pty Ltd includes a reference to any contractor, agent or employee of Keston Economics Pty Ltd.



11.1.1 Business Case - tambellup Caravan Park and Camping Ground

Contents

1 Executive Summary iii

1.1 Project Concept and Scope Summary iii
1.2 Project Need and Impact Summary iv
1.3 Project Implementation Summary v

2 Detailed Business Case 1

2.1 Introduction 1
2.2 Context and Specific Regional Need 6
2.3 Design and Options Assessment 10
2.4 Budget and Funding Strategy 13
2.5 Economic and Financial Implications 14
2.6 Benefit Realisation Plan 21
2.7 Implementation Programme 22
2.8 Risk Management Plan 31
2.9 Asset Management and Operations Plan 34
2.10 Project Evaluation Plan 36
2.11 Project Closure 38

Appendix A: Detailed Regional Context 39

Geographic Context 39
Demographic Context 41
Economic Context 46

Appendix B: Background to Cost-Benefit Analysis 51

Background 51
Assessing Net benefits 51
Efficiency Concepts 51
Distributional impacts 52
Assumptions 52

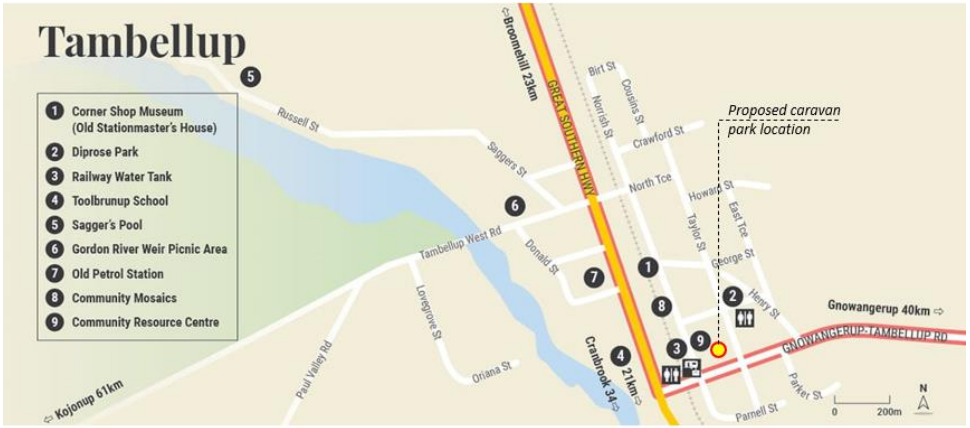
1 Executive Summary

1.1 Project Concept and Scope Summary

1.1.1 Overall Concept and Scope

The proposed project will develop a new caravan park and camping ground with provision for short stay chalets in Tambellup, Western Australia. The primary purpose of the project is to address a critical gap in Tambellup to accommodate workers and visitors to Tambellup itself and to neighbouring towns and local government areas (particularly Broomehill, Katanning, Gnowangerup and Cranbrook), which are regularly beyond capacity to address visitor requirements. These townsites are all located within a 40 km radius and direct road links of Tambellup.

The townsite of Tambellup is located in Western Australia's Great Southern Agricultural region, 320 km south-east of Perth and 125 km north of Albany on the Great Southern Highway adjacent to the Gordon River.



The proposed caravan park and camping ground will be developed on Shire of Broomehill-Tambellup freehold land. Lots 5 and 6 Crowden Street are vacant lots. Lot 19 of Taylor Street has historically been used as a local bowling club (no longer in operation) and still contains the old club building. The combined area of all three lots is 5,946m^2. As the lots are located in Tambellup townsite, they will be able to connect to all existing available services such as power, water and sewer. Development of the lots therefore maximises use of existing infrastructure.

This business case explores various options for staged development of the caravan park in the interest of best addressing current and future needs through the most efficient use of funds and maximised net benefit.

1.1.2 Options Summary

The proposed caravan park and camping ground will include a combination of cabins, powered bays and unpowered sites, as well as the conversion or replacement of the existing bowling clubroom building as a shared camp kitchen and ablutions facility. Determinations of the number of cabins, bays and sites is based on various factors, including the available space, expectations for visitor numbers, availability of accommodation in and surrounding Tambellup, and experience from the operation of the Broomehill Caravan Park. With substantial cash contributions from the Shire of Broomehill-Tambellup and the Tambellup Community Cropping Group, there is the potential to leverage funds to attract grant funding. Various options were therefore considered in line with the following:

1. Site arrangement and core accommodation features (powered bays, cabins, and unpowered sites);
2. Type and level of renovations to the existing bowling club clubroom building (in line with available funds, camp kitchen and ablution requirements); and
3. Staging of preferred development options.

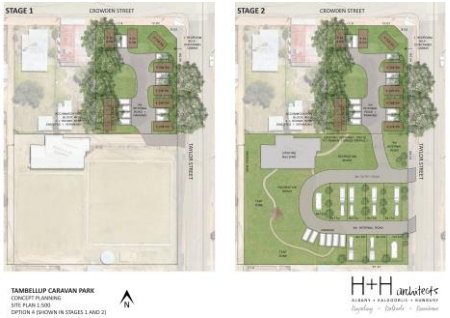
As detailed in Section 2.3, qualitative and quantitative assessment of these options determined the preferred option in each category, with the following outcomes:

1. The Option 1 or Option 4 site arrangements are best suited to the identified immediate and future needs of Tambellup.
2. Option 4 has the greatest indicative value but may require further staging due to the cost of development.
3. The option to fully renovate the existing bowling club building is likely to offer the greatest value for money and visitor amenity.

Designs (H+H Architects) and costings (HWA Quantity Surveyors) have been prepared for all options and are provided as addenda to this business case.



Option 1



Option 4

Staging options are identified to meet the immediate demand for visitor and worker accommodation. As Stage 1, 1 and 4-bed cabins are prioritised for development, which will include self-contained kitchenette and ablution facilities. Stage 2 will include powered bays for caravaners/campers, ablution and camp kitchen facilities. These Stage 2 works will be added at a later stage as funding permits. Option staging designs are included in the supporting concept design report and indicative cost assessment.

1.1.3 Budget and Funding Strategy

Indicative cost estimates were prepared by HWA Quantity Surveyors based on the designs prepared by H+H Architects. These cost estimates include consideration to a staged approach for development. Detailed breakdowns are provided as an addendum to this document.

Item	Total Budget
Option 1	$3,750,000
Option 2	$3,764,000
Option 3	$3,795,000
Option 4	$5,398,000

Funding will be sought through a staged approach to deliver a preferred option with the first stage to be funded through contributions from the Shire of Broomehill-Tambellup ($700,000) and Community Cropping Group ($150,000).

1.1.4 Strategic Partnerships

Organisation	Interest, Involvement and/or Capacity
Shire of Broomehill-Tambellup	• Project proponent. • Direct cash contribution.
Tambellup Community Cropping Group	• Project proponent. • Direct cash contribution.
Project Sponsors (e.g. private or public sector agencies)	• Direct cash contribution as appropriate.
CBH Group	• Prospective regular user (servicing Broomehill and Tambellup as receival sites).
Tambellup Co-operative	• Core benefactor of increased visitation and site adjacency (groceries, hot meals, fuel, etc.).
Great Southern Treasures	• Inland Great Southern tourism market support and development.
Great Southern Development Commission	• Regional economic development and diversification.
Neighbouring local governments (Katanning, Gnowangerup and Cranbrook).	• Supporting business and tourist visitation to adjacent LGAs, particularly during peak seasons when own accommodation provisions are at capacity.

1.2 Project Need and Impact Summary

Project drivers/need and expected outcomes are identified through both qualitative and quantitative assessment in Sections 2.1.4, 2.2, and 2.5. Broadly, outcomes of the analyses can be summarised in the following subsections.

1.2.1 Qualitative Summary of Project Drivers and Expected Outcomes

Project Drivers	Project Outcomes
There is limited accommodation in Tambellup.	Provision of accommodation to service expanded visitor markets (e.g. business, caravaners, motorcyclists, campers, hikers, cultural tourists, eco tourists, and other general visitation).
Although there are existing caravan parks in nearby towns, such as at Cranbrook, Frankland River, Katanning and Kojonup, they are often at full capacity during peak seasons. There is also anecdotal evidence of a general shortage of workers accommodation throughout the region which has impacted on caravan park availability for travellers.	There is an opportunity for Tambellup to cater for tourists, travellers, and workers, especially while there is a general shortage of accommodation in other nearby towns. The project will capitalise on this opportunity.
The Great Southern Tourist Way is increasingly frequented by 'wander out yonder' visitors, caravaners and touring motorcyclists, particularly during the ongoing COVID-19 pandemic, global political tensions, and their impacts on international trade and travel.	Direct provision of accommodation to attract motorists to stay in Tambellup whilst they continue along the popular tourist route.
There are considerable opportunities to stimulate the local economy through enhanced visitor spend.	Provision of accommodation to attract business visitors and tourists who will spend in the local economy.

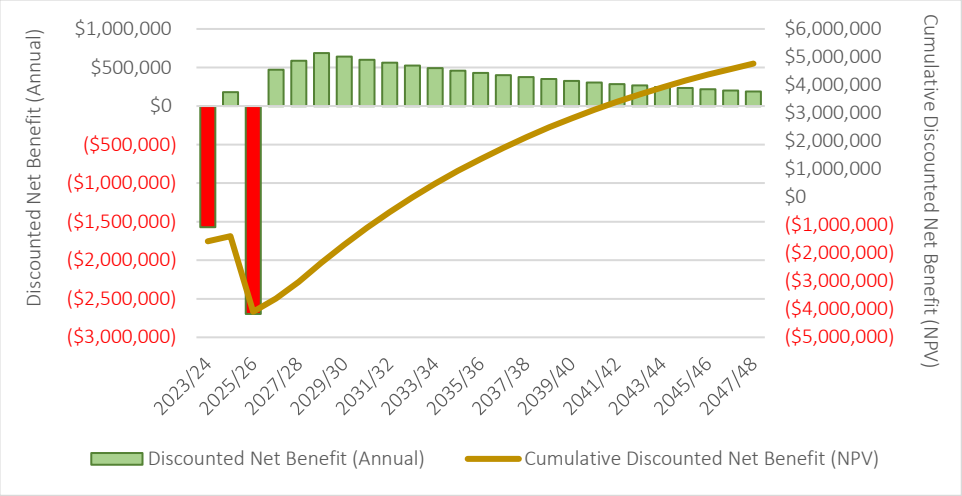
1.2.2 Quantitative Impact Summary

Cost Benefit Analysis

Cost-benefit calculations have been performed to assess the attractiveness of the proposed development relative to the 'do nothing' option. Detailed analysis is included in Section 2.5.1 of the business case, with the following providing a snapshot of analysis outputs. The costs in the analyses include the capital costs for the project, phased in line with the plan. Benefits explored in the analysis include:

- An increase in visitor spend associated with overnight visitation that is otherwise not possible; and
- Indirect benefits through the 'ripple' effect.

The calculations in the base-case demonstrate a positive Net Present Value (NPV) of $4.76M and Benefit Cost Ratio (BCR) of 2.03.



Job Creation

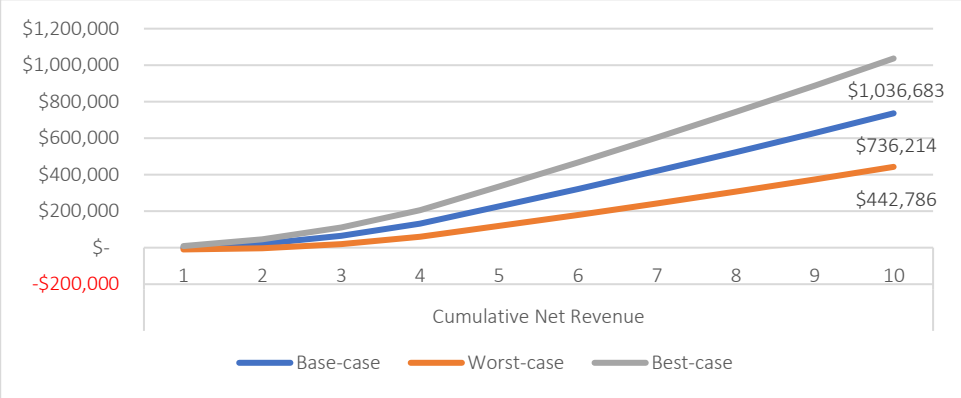
Jobs will be created at both the construction and operational phase of the project. Detailed assessment of job creation is included in Section 2.5.2 of this business case, including justification for the estimates. The following table summarises direct and indirect FTE job creation resulting from the project.

Job Type	Direct	Indirect	Total
Site and shared structure cleaning	0.20	-	0.20
Cabin cleaning	0.29	-	0.29
Site and building maintenance	0.10	-	0.10
Visitor spend	4.59	1.52	6.11
Total	**5.18**	**1.52**	**6.70**

Financial Viability and Sustainability

The Shire considers the project an imperative community, business and tourism development project and monetary gain is not the primary driver. However, whilst the Shire will cover any excess costs as required, there is an intention to balance income and expenses to break-even and reduce burden on existing operational budgets as far as practical. Financial modelling has been completed to determine overall operational costs and required income to offset these costs and demonstrate viability.

As detailed in Section 2.5.3, the base-case model shows an indicative loss in the first year due to expected delays in initial uptake (e.g. associated with project delays/staging requirements, promotion/marketing, general interest, time for positive word of mouth spread, etc.). However, modest net revenue is likely thereafter, and cumulative revenue covers the loss within the first year of operations. Even in the unlikely worst case, with significant reduction in income prospects and increased costs, the project remains viable over the analysis period. Whilst a cumulative loss in this scenario is evident in the first two years of operations, these losses can be fully recovered within three years of operations.



1.3 Project Implementation Summary

1.3.1 Project Management

A more detailed outline of the project management plan is included in Section 2.7 of this business case. It includes clear consideration to the overall project management process, time management, approvals management, communications, quality management and procurement.

Time Management

The Shire of Broomehill-Tambellup aim to have the Tambellup Caravan Park development completed and commissioned as soon as possible. The project will be broken into stages to make best use of currently available funds to meet immediate demand in Tambellup and surrounding towns, including the development of Stage 1 cabins for visitors and workers (cabins include kitchenette and bathroom facilities).

Stage 2 expansion, including a camp kitchen and ablutions will be developed at a later date as and when funding becomes available.

The start date for Stage 1 is assumed to be July 2023 subject to Council approvals, purchase and transportation of the cabins. It is anticipated that the installation of the cabins on site (including connections to services), will take up to 6 months.

The indicative timeframe, including towards Stage 2 development, is provide as follows:

Key Milestones		Milestone Date
Stage 1	Planning and development approvals confirmed	July 2023
	Purchase and transportation of cabins	August 2023
	Cabins delivered to site	October 2023
	Installation contract(s) awarded	November 2023
	Cabins installed and connected to services	June 2024
Stage 2	Isolation of Stage 2 needs and benefits	July 2023
	Funding applications complete	September 2023
	Funding awarded	June 2024
	Planning and development approvals confirmed	June 2024
	Construction contract awarded	July 2024
	Practical completion of construction	October 2025
	Building commissioning and handover	October 2025

Approvals Management

Approvals required for the development have been fully investigated (see Section 2.7.3). Key outcomes are summarised as follows:

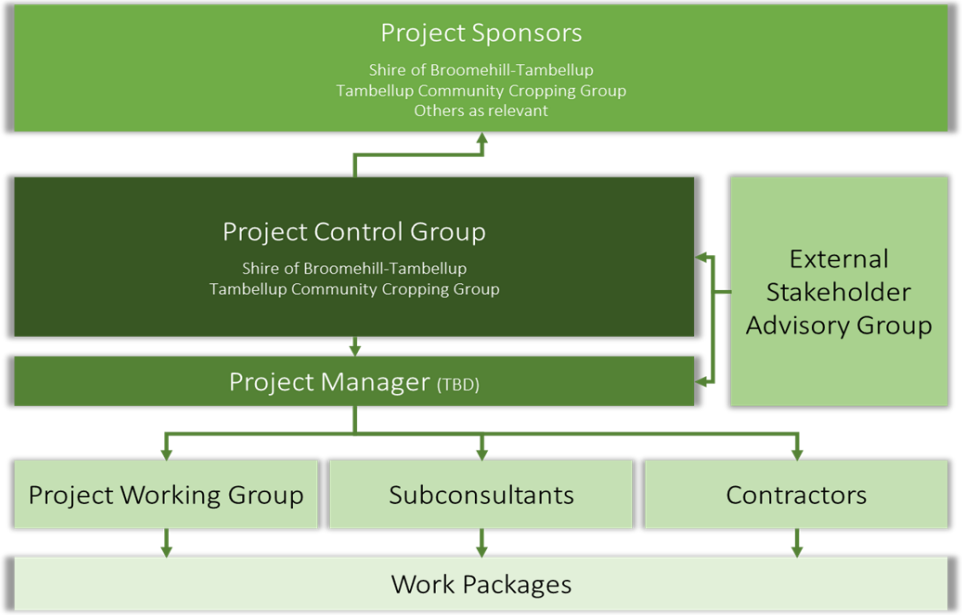
- The land is held under freehold by the Shire of Broomehill-Tambellup, and there are therefore no issues to be escalated further regarding land ownership.
- The land requires rezoning. The process for rezoning is currently underway.
- No Aboriginal Sites are located on or adjacent to the site. No Aboriginal approvals are therefore required.
- No DPLH approvals are required as works will not impact any buildings or features listed on the state heritage register.
- No clearing is required and there will be no impact on water sources to necessitate any environmental and water planning approvals.
- The development sites are not located with a bushfire risk area and there are therefore no requirements for BAL assessment and approvals.
- Planning approval by the Shire of Broomehill-Tambellup is likely to be supported as the project aligns with local and regional policies and strategic objectives.

Risk Management

A detailed risk management plan has been defined for the project (Section 2.8). The Risk Management Plan: (i) identifies those risks which might impact the project; (ii) provides the basis for plans for containment of risks; (iii) ensures each risk is analysed for probability and impact; (iv) ensures there is an agreed mitigation plan for each risk; (v) identifies appropriate contingencies for high risks; (vi) allocates ownership for risks and mitigation plans to the project management team; (vii) establishes and monitors a procedure for reviewing and evaluating risk on an on-going basis, adding new, removing obsolete and updating current risks; and (viii) reports the status of current risks.

1.3.2 Project Governance

The project will have a management team comprising an independent Project Manager and Project Control Group (PCG), chaired by the Shire of Broomehill-Tambellup. Other core stakeholders will have continued input into the project development as advisors through the External Stakeholder Advisory Group. The Project Manager will be responsible for ensuring the project meets the objectives set, dealing with operational day to day project-related issues. Detailed descriptions of key roles are included in Section 2.7.6 of this business case.



1.3.3 Asset Management and Operations

As detailed in Section 2.9, the Shire of Broomehill-Tambellup will own the land and infrastructure associated with the project. The ongoing management and maintenance of the infrastructure will be the responsibility of the Shire of Broomehill-Tambellup and is included in forward planning budgets. The management and operations of the asset will be undertaken in line with the Shire of Broomehill-Tambellup Asset Management Policy. The objective of this policy is to ensure that Asset Management is embedded in the organisation and is recognised as a substantive corporate function. A recognised asset management culture will enable the Shire of Broomehill-Tambellup to deliver services through infrastructure assets in an equitable and sustainable way. This policy supports compliance with principles in the International Infrastructure Management Manual and ISO 55000 series for Asset Management.

2 Detailed Business Case

2.1 Introduction

2.1.1 Project Concept

The proposed project will develop a new caravan park and camping ground on Council-owned land on Taylor St and Crowden St, Tambellup, Western Australia with some provision for short stay chalets. The site was formerly a bowling club and car park area, with the clubhouse available for potential redevelopment and use as a camp kitchen and amenities. This business case explores various options for staged development in the interest of best addressing current and future needs through the most efficient use of funds and maximised net benefit.

The primary purpose of the project is to address a critical gap in Tambellup to accommodate workers and visitors to Tambellup itself and to neighbouring towns and local government areas (particularly Broomehill, Katanning, Gnowangerup and Cranbrook), which are regularly beyond capacity to address visitor requirements. These townsites are all located within a 40 km radius and direct road links of Tambellup. The townsite of Tambellup is located in Western Australia's Great Southern Agricultural region, 320 km south-east of Perth and 125 km north of Albany on the Great Southern Highway adjacent the Gordon River.

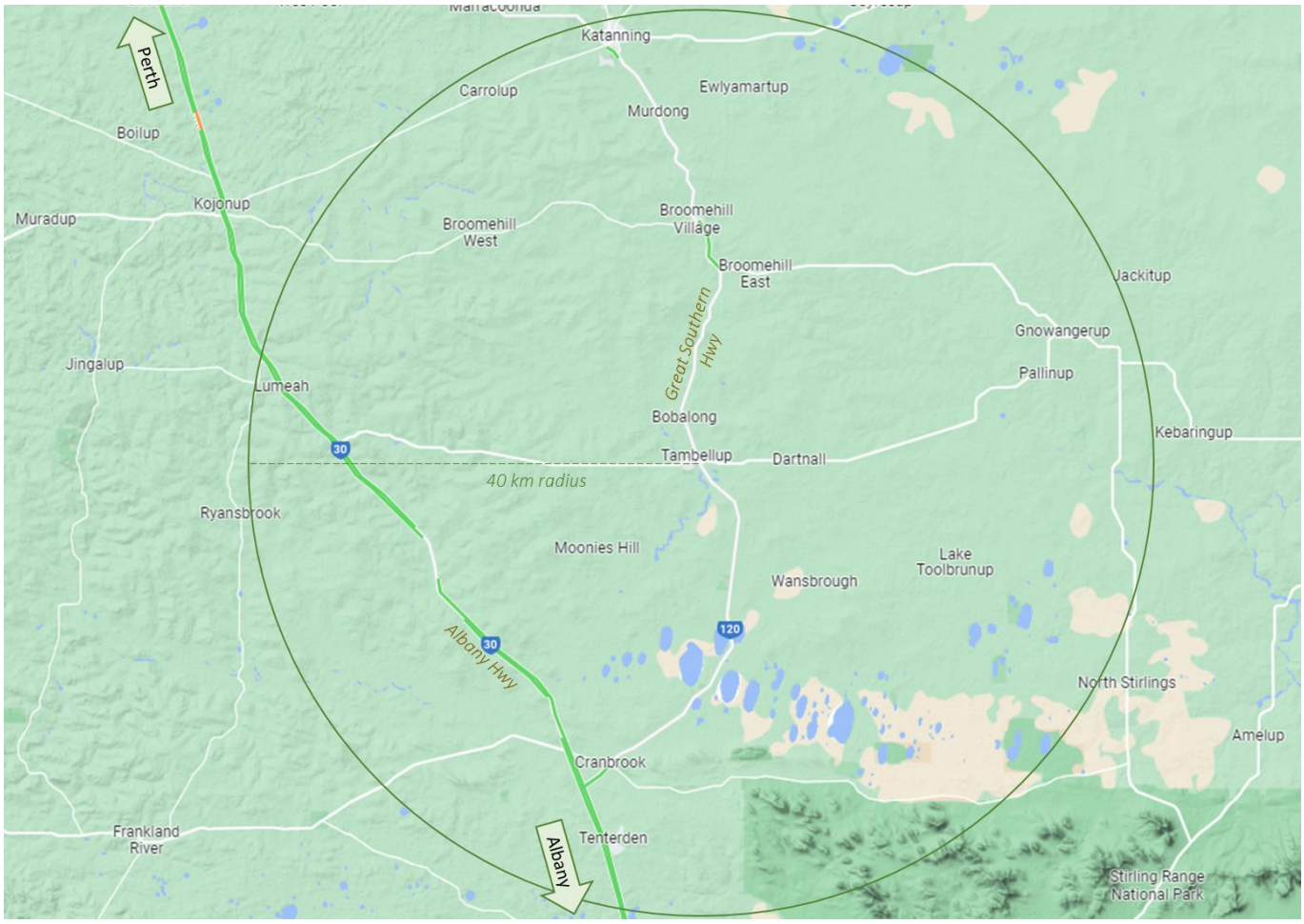


Figure 1. Tambellup and surrounding regional towns

2.1.2 Project Scope

Driven by the absence of accommodation in Tambellup and capacity constraints for accommodation in surrounding areas, the proposed project aims to develop a caravan park and camping ground on Shire of Broomehill-Tambellup freehold land within Tambellup. Lots 5 and 6 Crowden Street are vacant lots. Lot 19 of Taylor Street has historically been used as a local bowling club (no longer in operation) and still contains the old club building. As the lots are located in Tambellup townsite, they will be able to connect to all existing available services such as power, water and sewer. Development of the lots therefore maximises use of existing infrastructure. The legal description of the lots is detailed in Table 1. An aerial is included below as a location plan for reference (Figure 2). The combined area of all three lots is 5,946m^2.

Table 1. Description of proposed lots

Lot Number	Street Address	Certificate of Title (Volume/ Folio)	Deposited Plan (DP) or Diagram (D) number
5	13 Crowden Street, Tambellup	1732/589	D11579
6	11 Crowden Street, Tambellup	1732/589	D11579
19	19 Taylor Street, Tambellup	1495/637	DP223135



Figure 2. Aerial photograph - proposed caravan park and camping ground lots

With $150,000 committed by the Tambellup Community Cropping Group, $700,000 committed by the Shire of Broomehill-Tambellup and the prospect to leverage these contributions for grant funding, various options are proposed with the following considerations:

1. Site arrangement and core accommodation features (powered bays, cabins, and unpowered sites);
2. Type and level of renovations to the existing bowling club clubroom building (in line with available funds, camp kitchen and ablution requirements); and
3. Staging of preferred development options.

Detailed investigation of option design and suitability is presented in Section 2.3 of this business case.

2.1.3 Project Background

Tambellup Townsite

The townsite of Tambellup is located in Western Australia's Great Southern Agricultural region, 317 km south-east of Perth on the Great Southern Highway adjacent to the Gordon River. It is located within Shire of Broomehill-Tambellup, 23 km south of Broomehill, 42 km south of Katanning, 40 km west of Gnowangerup, and 34 km north of Cranbrook.

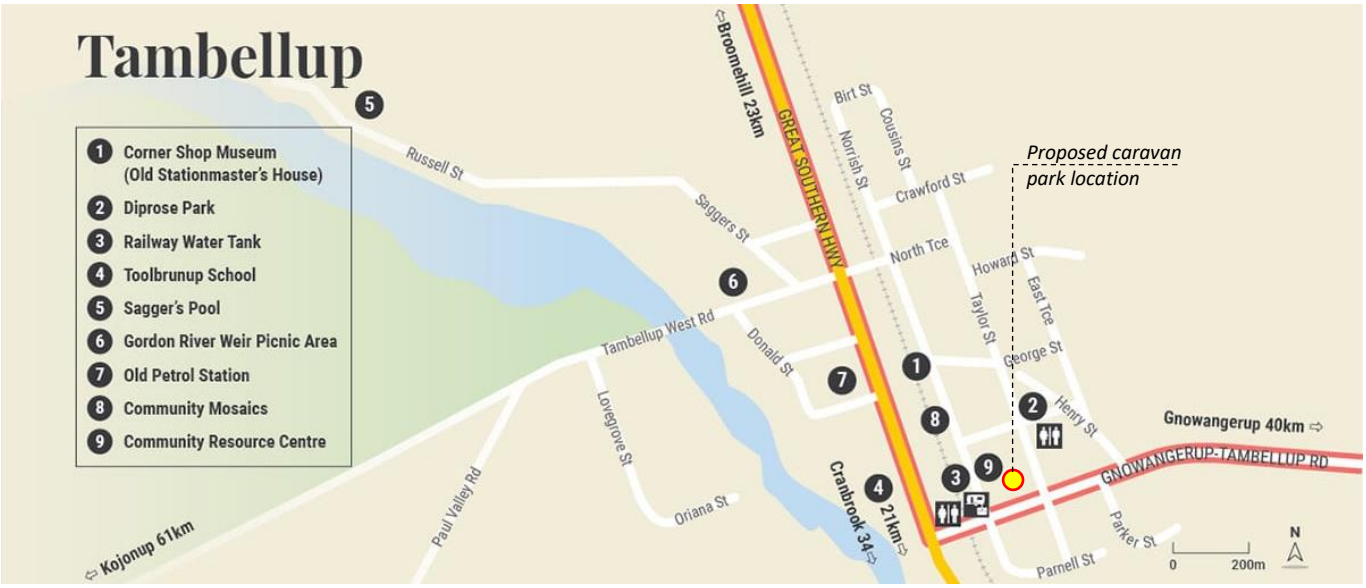


Figure 3. Tambellup townsite

Tambellup has strong links with Noongar culture and there are many significant sites in the area, especially around the Gordon River. The towns emblem, a willy wagtail, also features in local Noongar culture as a cheeky, mischievous bird. The area around Tambellup was first settled by pastoralists in the late 1840s, and in 1849 the Surveyor General, John Septimus Roe, when passing through the area, referred to Morrison's south west station at "Tambul-yillup". The area was later settled by the Norrish family, and the spelling commonly used for the place then was "Tambellelup". When the Great Southern Railway was opened in 1889 a station was established at Tambellup, and it appears that the shortened version of the name was created by the railway, as the timetable in 1889 uses the Tambellup spelling. Tambellup was gazetted a townsite in 1899. The meaning of this Aboriginal name is not known, although one source gives it as "place of thunder" (from Toombellanup). Another explanation is that Tambellup means "the place of many Tammars", Tammar being the Noongar word for a small marsupial that used to frequent the area. Tambellup's main street is Norrish Street, named after its first European settler, Josiah Norrish (1841-1884), who in 1872 was attracted to the area by its large stands of Santalum spicatum (commonly known as sandalwood). Today, the main industries in Tambellup are sheep farming and cropping, with canola and cereal the predominant costs. The surrounding areas produce wheat and other cereal crops. The town is a receival site for Cooperative Bulk Handling.[1,2]

Nearby Accommodation

Although there are existing caravan parks in nearby towns, such as at Cranbrook, Broomehill, Katanning and Kojonup, they are often at full capacity during peak seasons. There is also anecdotal evidence of a general shortage of workers accommodation throughout the region which has impacted on caravan park availability for travellers. The following table provides an overview of available accommodation in the area.

Table 2. Available accommodation in and surrounding Tambellup

Town	Distance	Provision
Tambellup	-	No/limited current provision. The Tambellup Hotel provides limited options for accommodations, and the B&B is no longer operational. There are no private short stay

[1] https://www.triphobo.com/places/tambellup-western-australia-australia
[2] https://communitywelcomesrv.com.au/rvtowns/tambellup/

		properties in town. There is a basic (unserviced) 48-hour rest area which is frequented by more and more caravaners each year, particularly through the COVID-19 pandemic.
Broomehill	23	Shire owned and operated caravan park with excellent word of mouth promotion. Two new cabins installed (1- and 2-bed), which are often booked out months in advance. CBH make regular use of the Broomehill Caravan Park. There is also B&B style accommodation. The Broomehill Hotel was purchased by the community with future prospects to develop rooms for accommodation (not yet operational as accommodation).
Cranbrook	34	The caravan park at nearby Cranbrook is popular, has limited capacity and partially caters for CBH seasonal workers who use the ablutions available at the park site. The Cranbrook Hotel provides some basic accommodation.
Gnowangerup	40	Two B&B services and the Gnowangerup hotel provide basic beds in town. Other retreat style accommodation available in the Stirling Ranges and Amelup.
Katanning	42	As the primary service hub for the upper Great Southern, Katanning has various B&B and hotel style accommodations. It also has a caravan park and RV rest area. As the primary service centre, accommodation in Katanning is frequently at capacity.
Kojonup	59	Two B&B services, a motel, hotel, caravan park, and RV rest stop. Accommodation in the town is regularly at capacity during peak seasons.



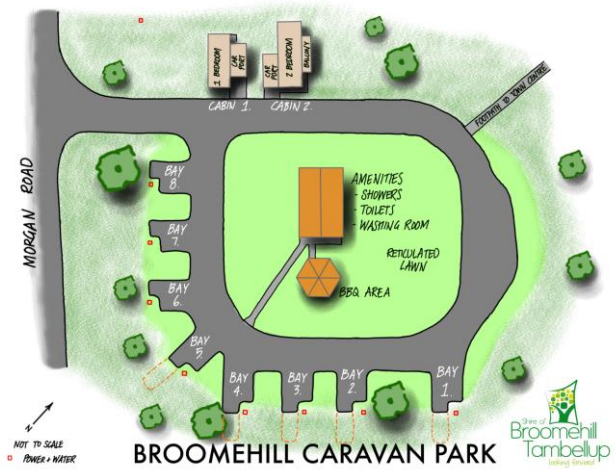


Figure 4. Shire owned and operated Broomehill Caravan Park

Great Southern Tourist Way – Heritage Hwy 120[3]

The Great Southern Tourist Way (designated as Tourist Drive 356) is a popular touring route for caravaners and motorcycles. It is a 381-kilometre-long historic route that follows the Great Southern Railway from Beverley to Albany. The route travels along Great Southern Highway and Albany Highway through the many settlements that have their origins in the 133-year-old railway.

Great Southern Highway, signed as State Route 120 from York to Cranbrook, is the primary thoroughfare for this part of Western Australia and runs parallel with the Perth-Albany railway for its entire length. It was first named in 1949, although was built well before that time.

The highway initially travels east to the historic town of York, before following the Avon Valley and the railway roughly southwards through Beverley until Narrogin. The highway then runs parallel with Albany Highway at a distance of about 30 kilometres through Wagin, Katanning, Broomehill and Tambellup before curving to approach Albany Highway where it terminates 4 km past Cranbrook. Many of the towns along this highway have prominent grain silos, and Narrogin, Wagin and Katanning have remained important population centres sustained by agriculture and its supporting industries. All of these towns have a significant number of heritage buildings.

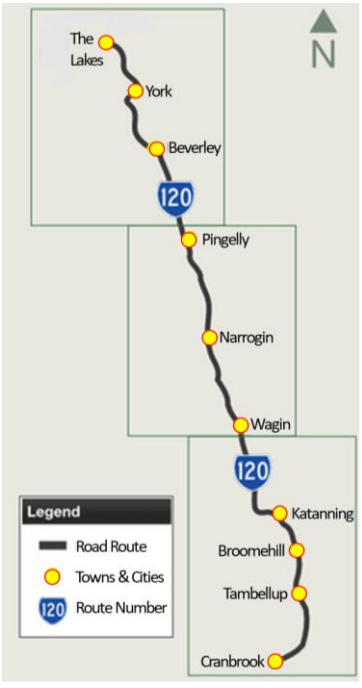


Figure 5. Heritage HWY 120

[3] http://www.heritagehighway120.com.au/

2.1.4 Project Drivers and Expected Outcomes

Core project drivers and expected project outcomes are summarised in the table below.

Table 3. Core Project Drivers

Project Drivers	Implications (Without Project)	Project Outcomes
There is limited accommodation in Tambellup.	Continued missed opportunities to capitalise on regional visitor market (current visitor nights are supported only by the unserviced 48-hour rest area). Tambellup and surrounding business visitors cannot be accommodated in the town. Caravaners using Great Southern Highway have significantly increased during the COVID-19 pandemic. Continued lost opportunity for the Tambellup Cooperative (groceries, meals, fuel, etc.).	Provision of accommodation to service expanded visitor markets (e.g. business, caravaners, motorcyclists, campers, hikers, cultural tourists, eco tourists, and other general visitation).
Although there are existing caravan parks in nearby towns, such as at Cranbrook, Frankland River, Katanning and Kojonup, they are often at full capacity during peak seasons. There is also anecdotal evidence of a general shortage of workers accommodation throughout the region which has impacted on caravan park availability for travellers.	Continued missed opportunities to capitalise on regional visitor market. Potential loss of tourists whilst surrounding existing accommodation is at capacity. For example, roadwork, grain, and other industry workers regularly fill available accommodation but many touring visitors (caravaners and motorcyclists) look for last minute accommodation on a whim and often are turned away by existing business owners and operators.	There is an opportunity for Tambellup to cater for tourists, travellers, and workers, especially while there is a general shortage of accommodation in other nearby towns. The project will capitalise on this opportunity.
The Great Southern Tourist Way is increasingly frequented by 'wander out yonder' visitors, caravaners and touring motorcyclists, particularly during the ongoing COVID-19 pandemic, global political tensions, and their impacts on international trade and travel.	Motorists using the Great Southern Tourist Way will continue to pass through Tambellup without any prospect to stop for a night or two to take in the sights and spend in the local economy.	Direct provision of accommodation to attract motorists to stay in Tambellup whilst they continue along the popular tourist route.
There are considerable opportunities to stimulate the local economy through enhanced visitor spend.	Continued lost opportunity for local businesses, particularly the proposed site adjacent Tambellup Cooperative (groceries, meals, fuel, etc.). Other prospective business investment is hindered whilst visitors are unable to be accommodated in Tambellup.	Provision of accommodation to attract business visitors and tourists who will spend in the local economy.

Supporting the above, the Caravan Industry Association of Australia[4] identifies caravan parks as the organs of regional tourism. Each dollar of caravan park revenue generates $1.38 of economic activity in the local community, stimulating job creation and business opportunities. Indeed, the caravan industry in Australia contributes more than $23 billion annually to the Australian economy and has extensive local supply chains that involve more than 6,000 businesses across manufacturing, dealerships, servicing, repair and tourism. There are currently more than 750,000 recreational vehicles such as caravans and motorhomes registered on Australian roads, with 90% of these vehicles being built in Australia.

Importantly, Tourism WA reports caravan parks or commercial camping grounds as the second most utilised accommodation option by domestic overnight visitors within the Great Southern region, representing 20% of visitor accommodation choice in 2018/19 and 19% in 2019/20. The option is second only to friends' or relatives' property, and well ahead of hotel/resort/motel style accommodation.[5] Data released by TRA reveals that nationwide in 2019, there were over 7 million trips made to commercial caravan and camping sites, accounting for over 36 million accommodation nights, with a spend of $6.5 billion.

[4] https://www.caravanindustry.com.au/caravan-park-regional-visitor-economies-policy-advocacy-stream
[5] *The Great Southern Region, Overnight Visitor Factsheet 2021, Prepared by Tourism WA Insights and Planning, July 2022*

2.1.5 Strategic Partnerships and Consultations

The project is led by the Shire of Broomehill-Tambellup through direct financial partnership with the Tambellup Community Cropping Group. Additional partnership is possible with and/or expanded through various stakeholders (see table below), including prospective funding partners.

Table 4. Core project stakeholders

Organisation	Interest, Involvement and/or Capacity
Shire of Broomehill-Tambellup	• Project proponent. • Direct cash contribution.
Tambellup Community Cropping Group	• Project proponent. • Direct cash contribution.
Project Sponsors (e.g. private sector, state or federal government agencies)	• Direct cash contribution as appropriate.
CBH Group	• Prospective regular user (servicing Broomehill and Tambellup as receival sites).
Tambellup Co-operative	• Core benefactor of increased visitation and site adjacency (groceries, hot meals, fuel, etc.).
Great Southern Treasures	• Inland Great Southern tourism market support and development.
Great Southern Development Commission	• Regional economic development and diversification.
Neighbouring local governments (Katanning, Gnowangerup and Cranbrook).	• Supporting business and tourist visitation to adjacent LGAs, particularly during peak seasons when own accommodation provisions are at capacity.

Community consultations were undertaken as part of a proposed Amendment No. 6 to the Shire of Broomehill-Tambellup Town Planning Scheme No. 2 for the project. The amendment was advertised between the 31 March 2022 and the 20 May 2022. Advertising included letters to relevant government agencies / service providers, letters to nearby landowners, publication on the Shire website, and Public Notices. A total 9 submissions were received, with 2 making no comment, and 7 no objections. One submission requested that the 'laneway' on Lot 19 be kept open for access to other properties including the CRC.

2.2 Context and Specific Regional Need

It is important to identify Tambellup in its regional context and the existing challenges and opportunities within the Great Southern region. A summary of challenges, associated needs and opportunities, as well as the relevance to the project, is provided below. Additional challenges and influences include geographical distance from Perth and relatively poor transport links, which are mitigated or addressed by diversifying the tourism packages and experiences for both residents and visitors, increasing the profile of Tambellup and the region, and its attractiveness as a place to live, study, work, visit and invest.

A more detailed review of these factors is presented in Appendix A, which is based on regular and comprehensive review of available demographic and economic datasets, for example through the Australian Bureau of Statistics, Department of Industry, Science, Energy and Resources or Department of Employment, Skills, Small and Family Business.

2.2.1 Demographic Challenges and Opportunities

Challenges

1. Changing populations – Balancing the management of growth in coastal towns with improving the sustainability of northern and eastern rural communities represents a major challenge for the region.
2. An ageing population – Leading to increased demand in the aged care, housing, retail, recreation and lifestyle industries. It will also require a skilled service sector workforce, drawn from existing unemployed or under-employed residents and from attracting additional workers to move into the region.
3. The outmigration of youth – Reducing the availability of worker capital to support ageing populations and future skills needed for future growth and innovation.
4. Increasing multiculturalism – With some immigrant cohorts being poorly skilled, having minimal English, continuing to experience health issues, and struggling to become active members of the community.
5. Lower personal incomes than state and Greater Perth averages and higher costs of living – Contributing to disadvantage.

6. Volatile rates of unemployment compared to state and national averages – Creating uncertainty that may, for example, exacerbate disadvantage and outmigration of youth.

Need

1. Continued growth in the region requires concomitant growth in the economy and employment prospects to cater for the growth, together with social development.
2. An ageing population demands differing levels of infrastructure and services compared with a younger demographic, such as recreational needs, aged care services and healthcare.
3. There is a strong need to attract and retain youth, not only to refresh an ageing workforce, but also to provide ongoing critical support services to an ageing population. This requires appropriate infrastructure and services.
4. Initiatives that will grow economic and employment opportunities for Aboriginal residents are fundamental to the long-term prosperity of the region.
5. Infrastructure and services also need to cater for increasing multiculturalism, with diversified cultures presenting differing needs and desires and to reduce community discrimination.
6. Lower incomes and volatile unemployment present significant hindrances, particularly as the cost of living in the Great Southern is higher than metropolitan centres.

Opportunity

1. An ageing population presents new opportunities for employment, for example in recreational fields and healthcare.
2. Diversified recreational, cultural and educational infrastructure and assets could serve to attract and retain a younger age demographic, acting to reduce youth outmigration and cater for the multicultural community.
3. Diversification of the region's economy and stimulation of sectors such as culture, education, and tourism could help address comparative disadvantage in incomes and reducing the rate of unemployment.
4. With the further development of agriculture, services, culture-based tourism and mineral resources, there will be significant opportunities for Aboriginal people who have the skills to secure permanent jobs in these areas of the economy.
5. Significant opportunities exist associated with multicultural diversity and potential export markets (such as bush tucker, aquaculture products, agricultural products prepared for specific international markets (e.g. halal lamb)).
6. Capitalise on global projected trends and drivers for desires to migrate to less densely populated areas in response to the COVID-19 pandemic.

Project Alignment to Regional Challenges, Needs and Opportunities

1. Supporting business development and growth in Tambellup and the region, leading to new business, employment and income opportunities.
2. Supporting enhanced visitation, providing new avenues for residents to capitalise on an expanding visitor market.
3. With Tambellup's proportionately high Aboriginal population, the project provides significant avenue for Aboriginal employment (e.g. directly in operations and indirectly through increased visitor spend and tourism industry development).

2.2.2 Economic Challenges and Opportunities

Challenges

1. Per capita GRP is lower than in WA as a whole, and of all other regions apart from Peel.
2. Industry is dominated by agriculture and construction.
3. Competition in the tourism sector is increasing regionally (particularly with the South West), and internationally.
4. The region's population is ageing, with potentially profound and far reaching impact on the longer-term outlook, including productivity declines as the workforce retires, increased costs of health and welfare services, and potential for a long-run population decline.
5. Current transport infrastructure limits industry and business growth, particularly related to visitation and export markets.
6. Young people in regional Australia are less likely to aspire to higher education than their urban counterparts, and if they do decide to continue their education, many leave the regions in order to do so. In the Great Southern, this is in part due to perceived gaps in the region's secondary and higher education sector infrastructure.
7. Rapid changes in technology will require concomitant upgrades to infrastructure to support them.

Need

1. Diversification of industry is required to boost performance and to provide support in times when certain industries experience downturns.
2. Strong competition in the tourism sector within WA necessitates an integrated, differentiated tourism package offering.
3. There is a need to encourage new investment and expenditure throughout the region, where the Great Southern currently tends to circulate existing capital or leak it to other regions and states.
4. The region need to provide visitors with adequate access to its unique culture and heritage, which will in turn stimulate spending within the local economy.
5. Diversified infrastructure and assets are needed to attract and retain younger age people in the population and bolster tertiary educational enrolments.

6. Increasing the effective reach of professional and knowledge-intensive service businesses requires the use of virtual and outreach delivery models and ensuring Great Southern businesses are web-enabled, based on both current and emerging technologies.
7. Continued enhancement of technology and communication infrastructure is required to support growth in diverse demographic groups.

Opportunity

1. International tourism is growing globally, and these tourists are the highest spending cohort. Competing effectively for international tourists will make a substantial contribution to the Great Southern economy.
2. The Great Southern has a wealth of untapped potential in local produce and niche primary production or manufacturing opportunities for international export markets, particularly to service growing Asian markets such as China, Indonesia, Malaysia and India.
3. There are opportunities for value-adding industries and to diversify the economy.
4. The Great Southern is home to significant heritage and cultural assets, such as Aboriginal sites and historic buildings, which can be developed and promoted as important drawcards for visitation.
5. The region hosts a diversity of events, with strong opportunities to enhance and better promote the region as an important heritage and cultural hub of activity.
6. The Great Southern is home to many important natural assets, with strong potential to attract domestic and international tourists. Sustainable ecotourism, if managed sensitively, represents a growth opportunity for the region.
7. There are opportunities to grow the market for digital nomads and remote workers by promoting the region's competitive advantages (e.g. clean and green, low property prices in many LGAs, diverse and vibrant cultures, etc.), serving to bring new money and expertise into the region and further diversifying the population base.

Project Alignment to Regional Challenges, Needs and Opportunities

1. Accommodating business and tourist visitor markets that are hindered by critical gaps in accommodation in the area.
2. Directly increasing visitor spend on local products and services.
3. Associated industry diversification (though tourism).

2.2.3 Policy and Strategic Framework

In line with the above challenges, needs and opportunities, the Tambellup Caravan Park and Camping Ground project aligns strongly with a number of policies and strategies aimed at addressing these challenges. The most relevant policy and strategic objectives, and their alignment with the project, are summarised in the tables below.

Table 5. National policy and strategic context

Strategy/Policy	Overview	Project Alignment
Tourism 2020	Developed to respond to ongoing challenges and emerging opportunities for the tourism industry.	• Accommodating business and tourist visitors to the region and addressing critical accommodation shortages in the area. • Development of strong partnerships throughout the tourism sector and associated industries.
Sustainable Australia - Sustainable Communities	Outlines the Government's framework for a sustainable Australia to help to ensure that future population change is compatible with the economic, environmental and social wellbeing of Australia.	• Enhancing private investment and regional economic growth. • Diversifying experience to support varied demographic needs and interests. • Creating sense of place, pride, ownership and engagement.
Regional Australia Standing Council Framework for Regional Economic Development	Promotes timely, evidence-based and coordinated delivery of regional economic development activities across all levels of government that responds to the needs of a well engaged local community.	• Encouraging private investment and development to support regional population and resilient, sustainable economic growth. • Engaging residents, encouraging increased business and employment outcomes. • Public realm enhancement and amenity.

Table 6. State policy and strategic context

Strategy/Policy	Overview	Key Project Alignment
Diversify WA	Provides an economic blueprint for collaboration between government, industry and the community, and supports the WA Government's focus on creating secure, quality jobs, growing	• Recovering from COVID-19 impacts and developing diversified experiences to attract a greater share of the national and international visitor market, and to enhance intrastate visitation and spend in the regions.

	and diversifying the economy and attracting investment.	• Increasing industry capacity to respond to growing demand from intrastate visitors. • Improve the diversity of activities to assist in the attraction and retention of international students. • Enhancing the visibility and prominence of primary industries.
WA Recovery Plan	Sets out the way to achieve the recovery vision for Western Australia to get back on the road to becoming a thriving and innovative community to live, work, visit and do business in.	• Aligns with priority for industry development (tourism, retail, hospitality & food services, primary production, retail and other relevant supporting industries). • Aligns with priority for building infrastructure (assets for families to use and enjoy). • Aligns with priority for building community infrastructure (connecting with community). • Aligns with priority for supporting small business (providing new avenues for growth and investment). • Aligns with priority for buying local (prioritising local planning and development organisations and encouraging residents and visitors to spend locally). • Aligns with priority for investing in our tourism sector (direct visitor growth). • Aligns with focus area for investing in regional WA.
State Planning Strategy	Promoting sustained prosperity through diversity, liveability, connection and collaboration with principles in community, economy, environment, infrastructure, regional development and governance.	• Community amenity. • Encouraging private investment. • Sustainable economic growth. • Improving business and employment outcomes. • Supporting population increases and identified regional challenges.
Regional Development Strategy 2016-2025	The Regional Development Strategy, in conjunction with the Regional Investment Blueprints, directs regional development effort and investment towards building vibrant regions with strong economies, with a diverse range of priorities in three key focus areas: establishing foundations for development; driving growth and new investment; and an ongoing commitment to communities.	• Identifying and addressing specific regional imperatives, as identified in the Great Southern Regional Investment Blueprint. • Public realm enhancement. • Encouraged private investment. • Community infrastructure and amenity development. • Protection of critical assets and infrastructure. • Long-term strategies for sustainable growth.
Strategic Community Plan	Outlines community long term (10+ years) vision, values, aspirations and priorities, with reference to other local government plans, information and resourcing capabilities.	• Community amenity enhancement. • Supporting and developing community pride and ownership. • Improving business and employment outcomes.
Hope for the future: The Western Australian State Sustainability Strategy	The State Sustainability Strategy is based on a Sustainability Framework of eleven sustainability principles, six visions for WA and six goals for government.	• Sustainable economic development. • Long-term strategies to address future risks and protect critical infrastructure and assets. • Improving business and employment outcomes.

Table 7. Local policy and strategic context

Strategy/Policy	Overview	Key Project Alignment
Great Southern Regional Investment Blueprint	The Great Southern Regional Blueprint seeks to plot the region's future out to 2040. It sets out an aspirational vision with short, medium and long-term ambitions, including ways to measure progress towards these. It is based on a great deal of research and consultation	• Provision of accommodation for regional visitors. • Industry diversification. • Capitalisation on growing visitor markets. • Providing new opportunities for business development and employment.

	with various stakeholder groups and individuals.	
Great Southern Regional Planning and Infrastructure Framework	Defines a strategic direction for the future development of the Great Southern region over the next 20 years. Notes importance of investment in accommodation and associated services to support existing demographics and identified challenges.	• Provision of accommodation for regional visitors. • Industry diversification. • Capitalisation on growing visitor markets. • Providing new opportunities for business development and employment.
Shire of Broomehill-Tambellup Strategic Community Plan 2018 - 2028	Working together to protect what is good about the region now while enhancing positive development and growth into the future.	• Enhanced local employment opportunities to retain and increase populations. • Maintenance and improvement of the built environment. • Maintaining and enhancing community inclusion in the towns. • Increasing opportunities to attract tourists, visitors and new residents to retain and increase businesses.

2.3 Design and Options Assessment

The proposed project aims to develop a caravan park and camping ground to include a combination of cabins, powered bays and unpowered sites, as well as the conversion or replacement of the existing bowling clubroom building as a shared camp kitchen and ablutions facility. Determinations of the number of cabins, bays and sites is based on various factors, including the available space, expectations for visitor numbers, availability of accommodation in and surrounding Tambellup, and experience from the operation of the Broomehill Caravan Park. The Tambellup Community Cropping Group has committed $150,000 to the project and a further $700,000 is committed by the Shire of Broomehill-Tambellup. There are prospects to leverage these funds through grant funding rounds or through more direct approaches; however, the preference is to address the immediate shortage of accommodation. Various options are therefore considered in line with the following:

1. Site arrangement and core accommodation features (powered bays, cabins, and unpowered sites);
2. Type and level of renovations to the existing bowling club clubroom building (in line with available funds, camp kitchen and ablution requirements); and
3. Staging of preferred development options.

2.3.1 Overall Site Arrangement and Features

Key aspects for site arrangement options are summarised as follows:

- A combination of caravan sites, cabins, tent sites and overflow parking / unpowered sites.
- Cabins suggested to be orientated to face north where possible.
- Cabins preferred to be located at the north side of the site.
- Open recreation space adjacent to the existing building to allow for outdoor recreational and dining space in close proximity to amenities.
- All caravan sites to fit a minimum 9m caravan (including draw bar) with vehicle and annex space alongside.
- Road widths and bays to meet the Caravan and Camping Ground Regulations.
- Minimising infrastructure and development on the northern site and using this mainly for overflow parking and camping.



Figure 6. Cabin layout and style examples

Four design options were developed in line with the above principles. Supporting designs are provided in the addended concept design report, with key option features summarised as follows.

Table 8. Option design features

Option	Design Features
Option 1	• designed with 4 x drive-through caravan bays, and 3 x large caravan bays • 1 bed cabins and 4 bed accommodation block to the south west of the site (1 disabled access compliant cabin and parking bay) • suggested fencing to the Right of Way (ROW) for privacy and security, with an access gate for people to walk to the shops and town square • drive through option for parking alongside tent sites on the northern site • informal vehicular access to residence north of existing building maintained
Option 2	• designed with 4 x drive-through caravan bays • one way drive through option through to the row (if the sites adjacent were developed in this future, this access road could be terminated if required) • 1 bed cabins and 4 bed accommodation block to the south of the site (1 disabled access compliant cabin and parking bay) • tent sites to the west of the site (without parking alongside) • suggested fencing to the ROW for privacy and security, with an access gate for people to walk to the shops and town square • parking on the north site • overflow / unpowered sites as-is on the north site • informal vehicular access to residence north of existing building maintained
Option 3	• 4 x smaller caravan sites, 2 x larger caravan sites • 1 bed cabins and 4 bed accommodation block along the row boundary (1 disabled access compliant cabin and parking bay) • one way drive through option through to the road • tent sites on the south of the site • parking on the north site • overflow / unpowered sites as-is on the north site • informal vehicular access to residence north of existing building maintained
Option 4	• designed with 4 x drive-through caravan bays, and 3 x large caravan bays • 1 bed cabins and 4 bed accommodation block to the northern site facing crowden and taylor streets (1 disabled access compliant cabin and parking bay) • suggested fencing to the ROW for privacy and security, with an access gate for people to walk to the shops and town square • informal vehicular access to residence north of existing building maintained

2.3.2 Utilisation of the Existing Bowls Clubroom Building

Three options are investigated for the existing bowls clubroom building:

1. Spend a minimal amount on the building (~$250k – $500k) to repaint, new flooring, new external lighting, provide BBQ, basic kitchen etc. The cabins will, have their own ensuites so will not use shared bathrooms (no requirement for ablutions upgrades).
2. Seek costings to replace amenities and kitchen, and cosmetic updates to the building ~$500k - $1M). Would include full removal and replacement of bathrooms (compared to just replacement of some fixtures, fittings, tiling, etc.).
3. Demolish and construct new ablutions block and outdoor covered area with kitchen (~$1.5M).

2.3.3 Option Prioritisation and Staging

Preference Criteria

Before determining the staging options, the preferred site arrangement and shared facility option must be determined. Preference is based on several criteria deemed most important to the development. These criteria are summarised as follows:

1. **Ability to meet expected demand –** The preferred option would maximise the ability to meet demand, providing accommodation that reduces capacity constraints within and surrounding Tambellup during peak seasons.
2. **Cost of development –** The preferred option may cost lest, making use of available resources without the requirement to source additional funds. However, this option does not necessarily provide the best value for money (see below).
3. **Value for money -** The preferred option would maximise the value of proponent spend and public funds in terms of benefit to the local and regional community. This is measured through cost benefit analysis in terms of the options' net present values and benefit cost ratios.
4. **Amenity for visitors –** The preferred option would provide maximum amenity for users, thereby improving visitor enjoyment, perceptions, word of mouth promotion and repeat visitation (maximising visitation outcomes).
5. **Sustainability and viability –** The preferred option would reduce operational burden on the Shire of Broomehill-Tambellup and/or provide the best opportunity to offset costs with income.

Preferred Option Determinations

In line with the above criteria, determinations are made for each option for both site arrangement and building redevelopment. It is noted that occupancy projections for cabins at 49.7%, powered bays at 15.4% and unpowered sites at 2% (based on Broomehill Caravan Park statistics). Value for money projections are based on the cost benefit analysis detailed in Section 2.5.

Table 9. Site option determinations

Criteria	Option 1	Option 2	Option 3	Option 4
Demand	• Moderate	• Moderate	• Moderate	• High
Cost	• $2,767,000	• $2,777,000	• $2,803,000	• $4,109,000
Value	• Moderate	• Moderate	• Moderate	• High
Amenity	• High	• Moderate	• Moderate	• High
Viability	• Moderate	• Moderate	• Moderate	• High

Table 10. Building option determinations

Criteria	Option 1	Option 2	Option 3
Demand	• Slightly reduced capacity	• Meets needs	• Meets needs
Cost	• ~$250,000	• ~$1,000,000	• ~$1,500,000
Value	• Cheaper option • Reduced amenity	• Costly option • Indoor renovated spaces • Limited aesthetic improvement of external (visible) structure	• Costly option, including demolition of existing building • Increased amenity
Amenity	• Basic renovations with no ablutions upgrades	• Well renovated • Enclosed	• Modern facilities • Camp kitchen exposed
Viability	• Increased repair/maintenance requirements (old structure)	• Increased repair/maintenance requirements (old structure)	• Lower repair/maintenance cost and increased building lifecyle

In line with the above, scores between 0.0 and 1.0 have been allocated to each option in Table 11. The final score is averaged against the scores of all criteria. A higher overall score is indicative of a preferable option.

Table 11. Option prioritisation

	Site				Building		
	Option 1	Option 2	Option 3	Option 4	Option 1	Option 2	Option 3
Ability to meet expected demand	0.7	0.7	0.7	1.0	0.8	1.0	1.0
Cost of development	1.0	1.0	1.0	0.7	1.0	0.7	0.5
Value for money	0.9	0.8	0.8	1.0	0.6	0.8	0.9
Amenity for visitors	0.9	0.8	0.8	1.0	0.6	0.8	0.9
Sustainability and viability	0.7	0.7	0.7	1.0	0.6	0.8	1.0
Score	**0.84**	**0.75**	**0.75**	**0.94**	**0.72**	**0.82**	**0.86**

As can be seen, Site Options 1 and 4 and Building Options 2 and 3 provide the greatest indicative value. Site Option 4 and Building Option 3 are the costliest but also the most valuable identified in the analysis. These options are evaluated further for viability and cost benefit in Section 2.5.

Staging Options

Staging options are identified to meet the immediate demand for visitor and worker accommodation. Cabins are therefore prioritised for development on site, which will include self-contained kitchenette and ablution facilities. Powered bays, ablution and camp kitchen facilities can be added at a later stage as funding permits. If Option 4 is determined as the preferred option, further staging will be necessary to attract sufficient funding to complete Stage 1 cabin developments (as more cabins are to be included on site than for other options). This is reflected in the cost benefit analysis. Option staging designs are included in the supporting concept design report and indicative cost assessment.

Stage	Option 1		Option 4	
	Features	Cost	Features	Cost
Stage 1	• Modular cabins installed (1x4-bed and 2x1-bed)	~$1.7M	• Modular cabins installed (1x4-bed and 2x1-bed)	~$1.7M
Stage 2	• Camp kitchen / ablutions and powered bays	~$2.1M	• Additional modular cabins installed (5x1 bed)	~$1.7M
			• Camp kitchen / ablutions and powered bays	~$2.1M

2.4 Budget and Funding Strategy

2.4.1 Detailed Budget

The total capital development budget for each option is summarised as follow, with detailed breakdowns provided as an addendum to this business case. All options have been costed by HWA Quantity Surveyors based on the designs provided by H+H Architects (provided as an addendum to this business case).

Table 12. Capital development budget

Item	Option 1	Option 2	Option 3	Option 4
Stage 1 – Modular Supply and Siteworks	$1,238,000	$1,235,000	$1,251,000	$2,574,000
Stage 2 – Community Building Replacement & Siteworks	1,529,000	1,542,000	1,552,000	1,535,000
Subtotal	***$2,767,000***	***$2,777,000***	***$2,803,000***	***$4,109,000***
Design Contingency (10%)	277,000	278,000	280,000	411,000
Construction Contingency (5%)	139,000	139,000	140,000	205,000
Headworks Costs	100,000	100,000	100,000	100,000
Authority Costs	15,000	15,000	15,000	20,000
Professional Fees	200,000	200,000	200,000	250,000
Escalation – (Stage 1: 6months, Stage 2: 24 months)	252,000	255,000	257,000	303,000
TOTAL INDICATIVE COST ESTIMATE (excluding GST)	**$3,750,000**	**$3,764,000**	**$3,795,000**	**$5,398,000**

2.4.2 Project Funding

Funding will be sought through a staged approach to deliver a preferred option with the first stage to be partially funded through contributions from the Shire of Broomehill-Tambellup and Community Cropping Group.

Table 13. Funding mix

Funding Body	Amount	Status
Shire of Broomehill-Tambellup	$700,000	Confirmed
Tambellup Community Cropping Group	$150,000	Confirmed
Other sources	As relevant to option / staging	To be sought

2.4.3 Funding Implications

The Shire of Broomehill-Tambellup and Tambellup Community Cropping Group consider the Tambellup Caravan Park and Camping Ground development as a priority infrastructure and community development project, particularly in addressing significant gaps in the accommodation in the Tambellup and surrounding towns.

Filling the project funding shortfall in a timely manner will enable the project to be completed in its entirety without staging. It will also maximise project benefit (net present value and benefit cost ratio) by more rapidly realising an increase in overnight visitation and associated visitor spend in the local economy (see Section 2.5). As well as the strong economic benefits, the project will help to address Tambellup and wider regional challenges (Sections 2.1.4 and 2.2).

The Shire of Broomehill-Tambellup and Tambellup Community Cropping Group have strong ambitions to fulfil all associated objectives and realise identified benefits. As such, if the funding gap cannot be immediately sourced, the project will be staged as appropriate to available funds and in line with determinations in Section 0. Alternative sources would be sourced thereafter to complete the project; however, this will likely create cost and timing inefficiencies.

Table 14. Impact of delayed funding

Financial	Result in cost inefficiencies due to delay and escalation to tender. Reduce leverage to obtain funding from external sources for future required stages of development. May necessity additional funds to be contributed by project partners.
Economic	Reduced or delayed economic benefits and stimulation associated with visitor spend. Sensitivity assessment in the cost benefit analysis quantifies lost benefit as associated with various staging options (Section 2.5).
Social/Community	Reduced or delayed social benefits, including those associated with visitor attraction and spend in the Tambellup Cooperative, prospects for future business development, employment and income opportunities.

2.5 Economic and Financial Implications

2.5.1 Cost Benefit Analysis

Introduction

Cost-benefit analysis is a useful economic tool to evaluate the case for a project or proposal against the *status quo*. Importantly, it allows for an assessment in economic terms of intangible values. The impacts of a proposal for investment or intervention in a market are measured in terms of the economic, social and environmental costs and benefits. Costs represent the public's willingness-to-pay to avoid the resulting consequences of the intervention, whereas benefits reflect the public's willingness-to-pay for the consequences. The evaluation of a particular proposal considers the effects on the community as a whole, in order to give a 'global' perspective. As far as possible, costs and benefits are expressed in monetary terms, although assigning monetary values to some intangible effects can prove difficult. The primary purpose of the analysis is to identify the social net benefit of a specific intervention or investment proposal. Essentially, the cost-benefit process aims to determine whether the total estimated benefits resulting from a proposal exceed the estimated costs, and therefore, whether the project would result in an economically efficient allocation of resources. Further background to cost-benefit analysis is provided in Appendix B.

Benefits in the Cost-Benefit Analyses

Quantifying the total benefits to an economy resulting from an increase in investment or direct spending can be a difficult task. The key benefits included in the cost-benefit analysis are:

- An increase in visitor spend associated with overnight visitation that is otherwise not possible; and
- Indirect benefits through the 'ripple' effect.

Other benefits could potentially be included, such as:

- Increased business investment as a result of heightened visitation; and

- Increased employment or income for local residents and associated spend in the local economy.

However, it is difficult to appropriately justify or estimate these in monetary terms in a robust way. Although estimates of this valuation can indeed be developed, this has not been included in the cost-benefit calculations, which focus on the 'harder' economic benefits, and is not necessary to demonstrate a positive net present value and benefit cost ratio.

It is noted that the cost-benefit analyses are not intended to be fully rigorous at a state level. In particular, they take into account the primary and secondary benefits to the **regional economy** that at a state level may not be appropriate. This is because the impacts are highly distributional, with the facility creating high levels of community benefits for the local and regional economy.

Research and Assumptions

The following table provides a summary of the key factors used in the base-case analysis; outlining whether a factor is an assumption or evidence based on extensive literature review.

Table 15. Evidence and assumptions as key variables used in the base-case cost-benefit analysis

Assumption
Evidence-based

Factor	General Variable	Description
The number of years for staged development	3	The years required to develop the project, either completely or through a staged approach. In the base case, the un-staged development is expected to be completed between 12 and 24 months (Section 2.7.2). Costs are therefore spread over this period in the analysis. Benefits (and years to steady state) do not begin until the development (or a stage of the development) are completed.
The number of years to reach a steady state of benefit	5	The number of years before full benefit is realised. Gradually increases benefit over the first six years of analysis (post initial development), compensating for staged development, promotion and marketing, delayed interest/uptake, etc.).
Discount rate [(a)]	7%	The Office of Best Practice Regulation 2014 cost benefit analysis guidelines require use of an annual real discount rate of 7 percent.

[(a)] *Commonwealth Office of Best Practice Regulation (2014) OBPR Guidance Note – Cost-Benefit Analysis*

Factor	Park Factors	Description
Operational days	365.25	Average days in a year (accounting for leap years).
Number of 1-bed cabins	7	As per concept plan for Option 4.
Average persons per 1-bed cabin stay	1.2	Based on an average one person per night for business visitors and 1.5 persons per night for tourists. Affected by proportion of business visitors and tourists (see table below).
Number of 4-bed cabins	1	As per concept plan.
Average persons per 4-bed cabin stay	3	Based on an average one person per night for business visitors and 2.5 persons per night for tourists. Affected by proportion of business visitors and tourists (see table below).
Number of caravan bays	8	As per concept plan.
Average persons per powered stay	1.5	Based on an average one person per night for business visitors and 1.5 persons per night for tourists. Affected by proportion of business visitors and tourists (see table below).
Number of unpowered sites	20	Based on available m^2 allocated in the plan for camping and overflow. Benefits not realised until after Stage 2.
Average persons per unpowered stay	1.5	Based on an average one person per night for business visitors and 1.5 persons per night for tourists. Affected by proportion of business visitors and tourists (see table below).
Average Occupancy Rate (cabins)	49.7%	Based on Broomehill Caravan Park averages for 2021.

Average Occupancy Rate (powered)	15.4%	
Average Occupancy Rate (unpowered)	2%	Lower than expected average for conservative assessment. Use of unpowered sites expected to be higher in peak seasons and to predominantly come from tourism motorcyclists/cyclists, hikers, and campers. Available space is greater and usage lower than expected for powered bays and cabins.

Factor	Visitor Factors	Description
Proportion of users as business visitors	60%	Based on Broomehill Caravan Park observations, indications of usage for caravan parks in surrounding towns, expressed interest from CBH Group and other stakeholders.
Proportion of users as tourists	40%	
Average length of business trip [(b)]	1.25	The number of nights the average business visitor will stay. Average regional visitor nights are far higher at 3.3 for intrastate visitors. Tambellup is expected to receive fewer based the size of the town, number of attractions and type of business generally conducted in the area. It is noted that the average length of stay impacts both the number of available stays per year and the trip spend, effectively cancelling itself out in the calculations (which are predominantly impacted by occupancy rates).
Average length of tourist trip [(b)]	1.50	
Average spend per night [(b)]	$175	In line with Great Southern regional averages.
Tourism multiplier [(c)]	1.79	Indirect (flow-on) community benefit on visitor spend.

[(b)] *The Great Southern Region, Overnight Visitor Factsheet 2021, Prepared by Tourism WA Insights and Planning, July 2022*
[(c)] *Tourism Research Australia, State Tourism Satellite Account 2020-21*

Costs in the Cost-Benefit Analyses

The costs in the analyses include: the capital costs for the project, phased in line with the plan. Option 4 is used as the baseline for assessment.

Calculations

Cost-benefit calculations have been performed in order to assess the attractiveness of the proposed development relative to the 'do nothing' option. The results are shown in Table 16. **The calculations demonstrate a positive NPV of $4.76M (BCR of 2.03)**.

It is noted that the assumptions and calculations will also be used as a benchmark to measure direct project outputs and ensure targets for visitation are being met. The cost benefit analysis will therefore be a useful tool on an ongoing basis and tangible economic value will be confirmed over time based on these outputs. The following sensitivity analysis below demonstrates project value if certain expected outputs were to have poorer or greater outcomes.

Table 16. Cost-benefit analysis

Tambellup Caravan Park - Option 4

General Factors

Total project budget	$ 5,398,000
Years to full development (staging)	3
Number of years to steady state	5

Caravan Park Factors

Operational days	365
Number of 1-bed cabins	7
Average persons per 1-bed cabin stay	1.2
Number of 4-bed cabins	1
Average persons per 4-bed cabin stay	3.0
Number of caravan bays	8
Average persons per powered stay	1.5
Number of unpowered sites	20.0
Average persons per unpowered stay	1.5
Average Occupancy Rate (cabins)	49.7%
Average Occupancy Rate (powered)	15.4%
Average Occupancy Rate (unpowered)	5%

Visitor Factors

Proportion of users as business visitors	60%
Proportion of users as tourists	40%
Average length of business trip (nights)	1.25
Average length of tourist trip (nights)	1.50
Average spend per night (All)	$ 175

Year		Capital ($)	Direct Benefits ($)						Multiplier on direct visitor spend	Total Benefits ($)	Net Benefits ($)	Discounted Net Benefits ($)
			Number of business visitors per year	Number of tourists per year	Total Number of New Visitors	Total Business Visitor Spend (per trip)	Total Tourist Visitor Spend (per trip)	Total New Visitor Spend	Community benefit ($) from tourism			
1	2023/24	$ 1,681,468	-	-	$ -	-	$ -	$ -	$ -	$ -	-$1,681,468	-$1,571,465
2	2024/25	$ -	264	219	$ 483	$ 57,656	$ 57,613	$ 115,269	$ 91,062	$ 206,331	$206,331	$180,218
3	2025/26	$ 3,716,532	527	439	$ 966	$ 115,312	$ 115,226	$ 230,537	$ 182,125	$ 412,662	-$3,303,870	-$2,696,942
4	2026/27	$ -	791	658	$ 1,449	$ 172,968	$ 172,839	$ 345,806	$ 273,187	$ 618,993	$618,993	$472,227
5	2027/28	$ -	1,054	878	$ 1,932	$ 230,623	$ 230,451	$ 461,075	$ 364,249	$ 825,324	$825,324	$588,445
6	2028/29	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$687,435
7	2029/30	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$642,463
8	2030/31	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$600,433
9	2031/32	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$561,152
10	2032/33	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$524,441
11	2033/34	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$490,132
12	2034/35	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$458,067
13	2035/36	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$428,100
14	2036/37	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$400,094
15	2037/38	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$373,919
16	2038/39	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$349,457
17	2039/40	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$326,596
18	2040/41	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$305,230
19	2041/42	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$285,261
20	2042/43	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$266,599
21	2043/44	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$249,158
22	2044/45	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$232,858
23	2045/46	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$217,624
24	2046/47	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$203,387
25	2047/48	$ -	1,318	1,097	$ 2,415	$ 288,279	$ 288,064	$ 576,344	$ 455,311	$ 1,031,655	$1,031,655	$190,082

Disc. Rate: 7.0%

NPV: $4,764,971
BCR: 2.03
IRR: 17.0%

Multiplier (tourism): 1.79
Community Benefit: 100.0%

Sensitivity tests

With results presented in Table 17 below, key areas of sensitivity are: (i) Project staging (and associated years to steady state of benefit); (ii) Average persons per stay; (iii) Occupancy rates; (iv) Multiplier effect; and (v) The discount rate.

Table 17. Sensitivity tests on the cost-benefit analyses

Variable	Value	BCR	NPV ($000)
Years to steady state	3	2.21	+5,572
	5	**2.03**	**+4,765**
	10	1.66	+3,031
Average persons per stay and occupancy rate (increase / reduction)	80%	1.30	+1,392
	100%	**2.03**	**+4,765**
	120%	2.93	+8,888
Multiplier effect	1.0 (no effect)	1.14	+629
	1.5	1.71	+3,247

	1.79	**2.03**	**+4,765**
Discount rate	4%	2.70	+8,368
	7%	**2.03**	**+4,765**
	10%	1.59	+2,548

2.5.2 Job Creation

The proposed project is expected to create a number of direct and indirect jobs through both the construction and operational phases of the project. The following subsection provide a breakdown of expected FTE jobs as a result of the project.

Construction phase

The Department of Treasury Western Australia provide guidelines for agencies to estimate the employment impact of major projects and policies[6]. This report recommends a 2.14 direct employment multiplier on per $1 million dollar construction activity. Simple employment multipliers (4.69 for construction) suggest an indirect employment benefit of 2.55 per $1 million spend on construction. FTE years refers to the number of total jobs throughout the entire construction period. For example, with the project construction phase to extend over two development years, an average of 5.78 direct FTE and 6.88 indirect FTE jobs would be created per year until construction is complete.

Operational phase

Once operational, jobs will be created directly to manage and maintain the park (predominantly through site and shared structure cleaning, cabin cleaning, and building and site maintenance). Cabin cleaning job estimates are based on the expected occupancy rate and number of cabins. Site and shared building cleaning job estimates are associated with total site area and experience in other similar site operation. Building maintenance is based on average cost per square metre and the above construction job justifications which are expected to translate well to building repair and maintenance. Benefits associated with the additional tourism spend in the region can also be determined. These estimates are based on TRA State Tourism Satellite Accounts 2019-20 (Tourism Research Australia) data that indicate $1 million worth of tourism consumption in the tourism sector generates 10.6 jobs (indirect and direct)[7]. The following table summarises results of the analysis.

Job Type	Direct	Indirect	Total
Site and shared structure cleaning	0.20	-	0.20
Cabin cleaning	0.29	-	0.29
Site and building maintenance	0.10	-	0.10
Visitor spend [(a)]	4.59	1.52	6.11
Total	**5.18**	**1.52**	**6.70**

[(a)] Visitor spend ratios of indirect and direct are based on TRA breakdowns for Australia's South West Tourism Region (2020-21).

2.5.3 Operational Sustainability and Viability

As for any development, it is important that all ongoing costs, such as cleaning and maintenance are sufficiently covered under the operators' operational budgets. The Shire of Broomehill-Tambellup will assume operational responsibility for the Tambellup Caravan Park and Camping Ground and will budget expenses into its annual operational budgets. The Shire considers the project an imperative community, business and tourism development project and therefore are not interested in monetary gain. However, whilst the Shire will cover any excess costs as required, there is an intention to balance income and expenses to break-even and reduce burden on existing operational budgets as far as practical. The following assessment therefore identifies expected costs and balances them with income prospects, in line with the proposed site arrangement, projected occupancy rates, and Shire experience in operating the Broomehill Caravan Park. Wherever relevant, variables are the same as those used in the cost benefit analysis (see Section 2.5.1).

[6] *Government of Western Australia Department of Treasury, Estimating the Employment Impact of Major Projects and Policies: Guidelines for Agencies, September 2020*
[7] *Tourism Research Australia, State Tourism Satellite Accounts 2020-21*

General Variables

These variables affect both income and expenditure in the model. All relevant variables are the same as those used in the cost benefit analysis (CBA).

Table 18. Evidence and assumptions as general variables used in the financial viability assessment

Assumption
Evidence-based

Factor	Variable	Description
CPI	3.0%	An annual factor applied to all cost and revenue factors. Based on the last two decades of recorded data with additional consideration to current high inflation rates (Reserve Bank of Australia).
The number of years for staged development	3	As per CBA.
The number of years to reach a steady state of benefit	5	
Operational days	365.25	
Number of 1-bed cabins	7	
Average persons per 1-bed cabin stay	1.2	
Number of 4-bed cabins	1	
Average persons per 4-bed cabin stay	3.0	
Number of caravan bays	8	
Average persons per powered stay	1.5	
Number of unpowered sites	20	
Average persons per unpowered stay	1.5	
Average Occupancy Rate (cabins)	49.7%	
Average Occupancy Rate (powered)	15.4%	
Average Occupancy Rate (unpowered)	5%	
Average length of stay in cabins	1.25	
Average length of stay in all other sites	1.50	

Revenue Variables

Revenue variables are predominantly fee based, as appropriate to the type of stay. These fees are based on the fees charged by the Shire of Broomehill operated Broomehill Caravan Park. It is noted that the stated values are those used as a base before growth factors are applied over the 10-year assessment period.

Table 19. Evidence and assumptions as key income variables used in the financial viability assessment

Assumption
Evidence-based

Factor	Variable	Description
1-bed fee	$120	Broomehill Caravan Park rates.
2-bed fee	$140	
Caravan fee - powered	$30	
Tent fee - unpowered	$10	

Expenditure Variables

Expense variables are based on several factors associated with site and building maintenance, cleaning and general operations, which can be summarised as follows.

Table 20. Evidence and assumptions as key expenditure variables used in the financial viability assessment

Assumption
Evidence-based

Factor	Variable	Description
Total site area (m^2)	5,946	Combined area of Lot 5 and 6 Crowden Street and Lot 19 Taylor Street. As relevant to site maintenance and cleaning.

Shared facility footprint (m^2)	340	Existing clubroom building footprint. As relevant to building maintenance and cleaning.
1-bed cabin footprint (m^2)	42.75	As per concept planning and as relevant to building maintenance.
4-bed footprint (m^2)	108.00	
Bitumen w/out bays (m^2)	1,150	As per Option 4 concept plan.
Powered bay area (m^2)	640	Average as per Option 4 concept plan.
Utility costs per built m^2	$18	External consultant advice (QS, architect, hydraulic and electrical)
Maintenance costs per built m^2	$15	
Cleaning costs per built m^2 (shared only)	$15	Shire of Broomehill-Tambellup records and experience with other site operations.
Cleaning costs per site m^2	$1.4	
Cleaning costs per 1-bed unit stay	$50	40 minutes labour @ $60/h + materials + laundry for each stay
Cleaning costs per 2-bed unit stay	$70	60 minutes labour @ $60/h + materials + laundry for each stay
Other / contingency	10%	Applied to all other expenses with the aim to account for any unforeseen costs and for more conservative assessment.

Modelling

In line with the above, a base-case model has been developed to determine net revenue prospects over a ten-year analysis period. Outcomes of the analysis are presented in Table 21 below.

Table 21. Financial viability modelling

	Post-Project Operational									
	1	2	3	4	5	6	7	8	9	10
Income	**$ 37,952**	**$ 78,181**	**$120,790**	**$165,885**	**$213,577**	**$219,985**	**$226,584**	**$233,382**	**$240,383**	**$247,595**
1-bed cabin	$ 29,232	$ 60,218	$ 93,037	$ 127,770	$ 164,504	$ 169,439	$ 174,523	$ 179,758	$ 185,151	$ 190,706
2-bed cabin	$ 5,292	$ 10,902	$ 16,843	$ 23,131	$ 29,781	$ 30,674	$ 31,595	$ 32,542	$ 33,519	$ 34,524
Caravan / powered bays	$ 2,698	$ 5,558	$ 8,587	$ 11,793	$ 15,184	$ 15,639	$ 16,109	$ 16,592	$ 17,090	$ 17,602
Unpowered sites	$ 730	$ 1,504	$ 2,323	$ 3,191	$ 4,108	$ 4,231	$ 4,358	$ 4,489	$ 4,624	$ 4,762
Expenditure	**$ 38,383**	**$ 57,152**	**$ 77,013**	**$ 98,014**	**$120,206**	**$123,812**	**$127,526**	**$131,352**	**$135,292**	**$139,351**
Booking management	$ 1,328	$ 2,736	$ 4,228	$ 5,806	$ 7,475	$ 7,699	$ 7,930	$ 8,168	$ 8,413	$ 8,666
Utilities	$ 1,767	$ 3,639	$ 5,623	$ 7,722	$ 9,942	$ 10,240	$ 10,548	$ 10,864	$ 11,190	$ 11,526
Cabin cleaning	$ 10,982	$ 22,623	$ 34,953	$ 48,002	$ 61,803	$ 63,657	$ 65,567	$ 67,534	$ 69,560	$ 71,647
Site cleaning & general maintenance	$ 8,324	$ 8,574	$ 8,831	$ 9,096	$ 9,369	$ 9,650	$ 9,940	$ 10,238	$ 10,545	$ 10,861
Building maintenance	$ 1,472	$ 3,033	$ 4,686	$ 6,435	$ 8,285	$ 8,534	$ 8,790	$ 9,053	$ 9,325	$ 9,605
Bitumen maintenance	$ 9,920	$ 10,218	$ 10,524	$ 10,840	$ 11,165	$ 11,500	$ 11,845	$ 12,200	$ 12,566	$ 12,943
Insurance, ESL, OHS costs	$ 1,100	$ 1,133	$ 1,167	$ 1,202	$ 1,238	$ 1,275	$ 1,313	$ 1,353	$ 1,393	$ 1,435
Contingency	$ 3,489	$ 5,196	$ 7,001	$ 8,910	$ 10,928	$ 11,256	$ 11,593	$ 11,941	$ 12,299	$ 12,668
Net Revenue	**-$ 431**	**$ 21,029**	**$ 43,777**	**$ 67,871**	**$ 93,372**	**$ 96,173**	**$ 99,058**	**$102,030**	**$105,091**	**$108,244**
Cumulative Net Revenue	*-$ 431*	*$ 20,598*	*$ 64,375*	*$ 132,247*	*$ 225,618*	*$ 321,791*	*$ 420,850*	*$ 522,880*	*$ 627,970*	*$ 736,214*

As can be seen, there is an indicative loss in the first year due to expected delays ion initial uptake (e.g. associated with project delays/staging requirements, promotion/marketing, general interest, time for positive word of mouth spread, etc.). However, modest net revenue is likely thereafter, and cumulative revenue covers the loss within the first year of operations.

Best- and worst-case models have also been prepared, predominantly varying contingency, maintenance, cleaning and occupancy variables as follows:

Table 22. Variations to key variables of the base-case for best- and worst-case assessment

Factor	Worst case	Base Case	Best Case
Contingency on costs	20%	10%	0%
Cleaning variation	110%	100%	90%
Maintenance variation	110%	100%	90%
Occupancy variation	90%	100%	110%

In line with the above, model outcomes can be summarised as per Table 23 below. Even in the unlikely worst case, with significant reduction in income prospects and increases in costs, the project remains viable within the analysis period. Whilst a cumulative loss in this scenario is evident in the first two years of operations, these losses can be fully recovered by the third year.

Table 23. Annual and cumulative net revenue projections in base-, worst- and best-case scenarios

	Annual Net Revenue									
	1	2	3	4	5	6	7	8	9	10
Base-case	-$431	$21,029	$43,777	$67,871	$93,372	$96,173	$99,058	$102,030	$105,091	$108,244
Worst-case	-$9,791	$5,996	$22,739	$40,481	$59,267	$61,045	$62,876	$64,762	$66,705	$68,706
Best-case	$8,802	$36,178	$65,188	$95,907	$128,410	$132,262	$136,230	$140,317	$144,526	$148,862
	Cumulative Net Revenue									
	1	2	3	4	5	6	7	8	9	10
Base-case	-$431	$20,598	$64,375	$132,247	$225,618	$321,791	$420,850	$522,880	$627,970	$736,214
Worst-case	-$9,791	-$3,794	$18,944	$59,425	$118,692	$179,737	$242,613	$307,375	$374,080	$442,786
Best-case	$8,802	$44,980	$110,168	$206,075	$334,485	$466,747	$602,977	$743,294	$887,820	$1,036,683

2.6 Benefit Realisation Plan

In order to ensure the anticipated social and economic benefits have been realised (Section 2.1.4 and Section 2.5), and that the identified challenges and needs have been addressed as specified, The Shire of Broomehill-Tambellup have defined a Benefit Realisation Plan (BRP), which will be implemented with annual reporting over the five years following project close and culminating in a final report studying the outcomes over the entire BRP period. **Ongoing (longer-term) reporting will apply to the operational period and expected outputs identified in the cost benefit analysis and financial viability assessment, which are viewed as key performance indicators**. The below BRP consists of a number of key measures identified to collect and analyse suitable data associated with capital development. Depending on the type of benefit to be analysed, various measures will be employed. The following table provides a breakdown of core anticipated benefits and the measures to be used to evaluate them.

Table 24. Benefit Realisation Plan

Measurable Benefit	Means of Verification
Increased visitation	• Shire of Broomehill-Tambellup internal records (caravan park user statistics) • Local business consultation / survey
Occupancy rate	• Shire of Broomehill-Tambellup internal records (caravan park user statistics)
Business investment	• Shire of Broomehill-Tambellup internal records (planning applications) • Local business consultation / survey
Employment (social perspective)	• ABS statistics, including 2016, 2021 and 2026 change • Client consultation and survey, e.g.: ○ Current employment ○ Previous employment status ○ Location of employment • Local business consultation and survey, e.g.: ○ Number of employees ○ Employee positions ○ Employee backgrounds • Review/monitoring Department of Education, Skills and Employment labour force statistics
Income	• ABS statistics and 2016, 2021 and 2026 change • Community consultation and survey, e.g.: ○ Previous income bracket ○ Current income bracket ○ Employment status ○ Employment changes ○ Location of employment • Local business consultation and survey, e.g.: ○ Number of employees ○ Employee positions and wages ○ Employee backgrounds
Direct job creation	• Open dialogue with tendered construction/landscaping companies and suppliers • Local business surveys, e.g.: ○ Identifying number of employees ○ Identifying type of employees
Indirect job creation	• Local business surveys • Review/monitoring Department of Education, Skills and Employment labour force statistics

Internal annual reports will be developed to collate the gathered information and inform the Shire of Broomehill-Tambellup and any project sponsors of the perceived outcomes of all development and programme initiatives. A final benefit realisation report will also be prepared, which would evaluate changes in the data and provide clear perspectives on the tangible impact of the Tambellup Caravan Park and Camping Ground development over time, especially in its capacity to enhance outcomes for visitation and local businesses.

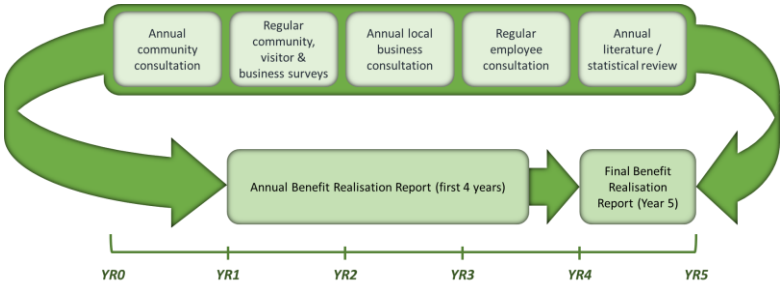


Figure 7. Benefit realisation process

2.7 Implementation Programme

2.7.1 Project Management Process

Project is initiated
- Complete project initiation document (PD) and get executive sign off.
- Complete project pre-assessment checklist and commence obtaining any required approvals.
- Coordinate a project group for scoping.
- Create a project timeline (Gantt Chart).

Scope of the project
- Undertake a site visit with relevant members of the project group.
- Complete the scoping document.
- Determine stakeholders and required communication and complete the Stakeholder Communications document.
- Develop a risk register for the project.
- Prepare the financial management document for the project.
- Determine the project resources.

Planning and design
- Prepare concept designs and cost estimates for the project.
- Make changes to the concept to ensure construction is achievable in the project budget.
- Prepare detailed design, specifications and bill of quantities.
- Complete a quality plan for the project.
- Record all financial information and invoices.
- Keep risk register up to date.

Ensure all required approvals and budget/funding money are in place before continuing to next phase

Procurement
- Prepare superintendent brief and quotation documents.
- Send out for quotation and award contract.
- Prepare construction tender documentation.
- Advertise tender, evaluate submissions and award construction contract.
- Ensure timeline (Gantt chart) is up to date.

Construction
- Hold a start up meeting and collect all management plans from the contractor.
- Monitor the construction works (fortnightly meetings with the contractor and the superintendent).
- Record all financial information and invoices.
- Keep risk register up to date.
- Record all variations.

Practical completion
- Complete a PC inspection and obtain PC certificate.
- Collect the asset acquisition and insurance template and send to Finance Officers.
- Maintain a defects register for the defect liability period.

Finalisation
- Complete any acquittals required for funding money.
- Complete a project evaluation report (PER) and register in synergy.
- Undertake a defects inspection at the end of the defects liability period and ensure all defects are rectified.
- Register all working documents/spreadsheets used for the project in synergy.

Fortnightly reporting to management team throughout the entire project cycle

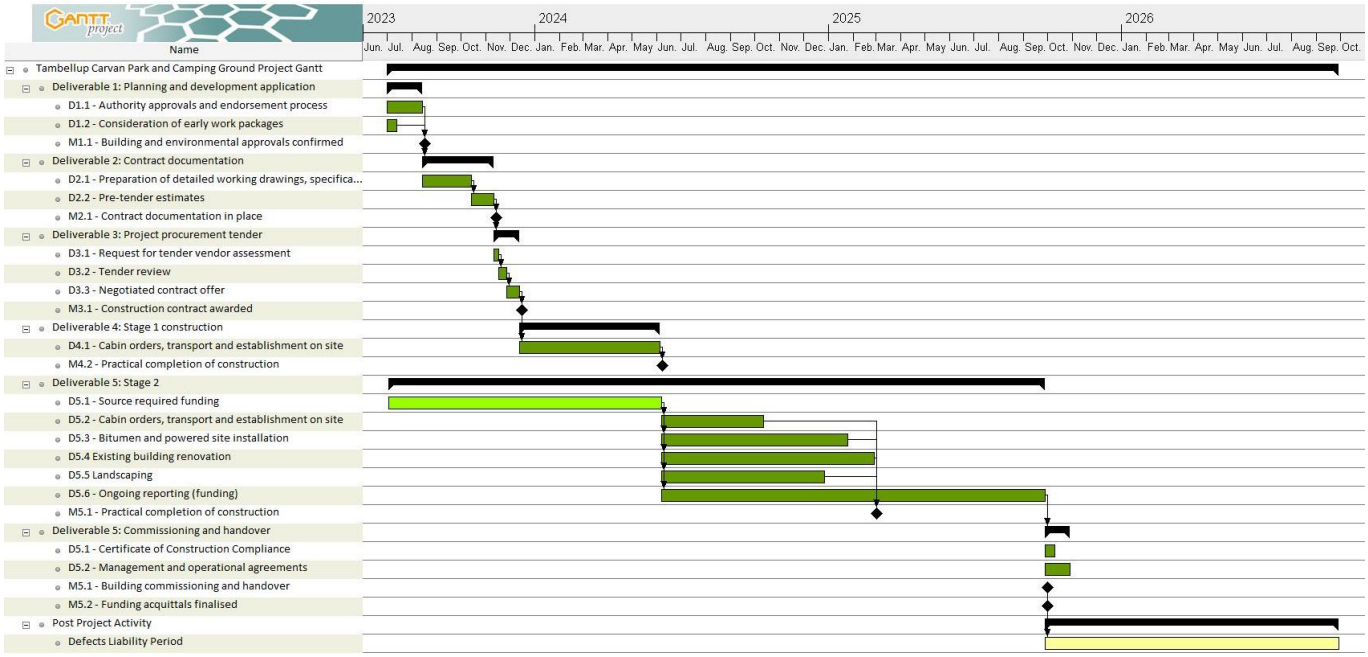
2.7.2 Time Management

The Shire of Broomehill-Tambellup aim to have the Tambellup Caravan Park development completed and commissioned as soon as possible. The project will be broken into stages to make best use of currently available funds to meet immediate demand in Tambellup and surrounding towns, including the development of Stage 1 cabins for visitors and workers (cabins include kitchenette and bathroom facilities).

Stage 2 expansion, including a camp kitchen and ablutions will be developed at a later date as and when funding becomes available.

The start date for Stage 1 is assumed to be July 2023 subject to Council approvals, purchase and transportation of the cabins. It is anticipated that the installation of the cabins on site (including connections to services), will take up to 6 months. The indicative timeframe, including towards Stage 2 development, is provide as follows:

Figure 8. Tambellup Caravan Park and Camping Ground Project Gantt Chart



2.7.3 Approvals Management

Approvals required for the development have been fully investigated, with key outcomes as follows:

- The land is held under freehold by the Shire of Broomehill-Tambellup, and there are therefore no issues to be escalated further regarding land ownership.
- The land requires rezoning. The process for rezoning is currently underway.
- No Aboriginal Sites are located on or adjacent to the site. No Aboriginal approvals are therefore required.
- No DPLH approvals are required as works will not impact any buildings or features listed on the state heritage register.
- No clearing is required and there will be no impact on water sources to necessitate any environmental and water planning approvals.
- The development sites are not located with a bushfire risk area and there are therefore no requirements for BAL assessment and approvals.
- Planning approval by the Shire of Broomehill-Tambellup is likely to be supported as the project aligns with local and regional policies and strategic objectives. Planning approval and building licence will be sought for each development as appropriate to the staging plan and availability of funds.

Rationale for Proposed Zoning

A 'Town Centre' zone instead of any form of 'Special Use' zone is being purposed for a future caravan park/camping ground as:

1. At this stage the Shire is interested in developing the lots for a caravan parking, camping ground and some chalets. The project is in the early stages therefore any proposed zoning change should maximise flexibility for other forms of future development to also occur.
2. Special Use zones are limited and allow for a list of specific land uses under Schedule 2 of the Scheme. Having regard for ongoing uncertainty over border controls associated with the Covid State of Emergency, it is considered practical to ensure there is built in flexibility for future development.

3. The Shire Council, as the determining authority for any future development application, will have the ability to consider a wide range of uses in the proposed Town Centre zone, including a caravan park, camping ground and short stay accommodation.
4. As the Shire owns the lots, any future caravan park, if developed, will be afforded a high level of protection.
5. The proposed Town Centre zone is logical as it is a natural extension to the existing Town Centre zone.

Planning Scheme Consent

For the facility, a planning application (Planning Scheme Consent is required), the application will address aspects of the development including:

i) Proposed new use;
ii) Car parking access and design;
iii) Building design and development;
iv) Drainage;
v) Modifications to existing buildings.

Designs will be submitted to the Shire of Broomehill-Tambellup Planning Department for approval.

Assumptions and Constraints

Key assumptions and constraints are as follows:

- Planning Consent will be sought prior to documentation to tender
- Building Permit will follow from the Shire of Broomehill-Tambellup following construction tender award (this has been assessed as reasonable by the Shire of Broomehill-Tambellup Planning Department).
- Community groups and stakeholders will continue to support the development as indicated through the consultation process.

2.7.4 Communication Plan

Objectives

The Communications Plan will further the delivery of the project's key objectives as set out below:

- Establish a channel for communicating the project and its benefits to the community.
- Collaborate with government agencies and other stakeholders in the development of the project.
- Coordinate the gathering of data and information on the sector to ensure relevant benchmarking and transparency in the project's development.

Communications Principles

The guiding principles of project's communications activity is:

- Respect for the role of Government and Regulators in the development of the project.
- Common sense and an understanding of the needs of the communities in the region.
- An efficient and positive communications channel for the range of stakeholders identified earlier.
- There will be one point of contact for all communications.

Communications Resources

The Shire of Broomehill-Tambellup CEO will oversee the communications activity while the Project Control Group (PCG) will provide practical guidance to deliver communications activity in accordance with this plan and sign off on communications activity. The point of contact for communications will measure the effectiveness of the communication plan by keeping a communication log and reviewing it regularly. The following materials will require sign off by the Shire of Broomehill-Tambellup CEO:

- Press Releases (Print/TV/Radio).
- Website material.

- Collateral (brochures, publications etc.).
- Co-ordination of interviews including key messages.
- Seeking further opportunities to maximise exposure.

During the pre-operational phase, any communications with government agencies will be conducted via the PCG.

Stakeholder Engagement

Project messages and communication channels will be tailored to the individual stakeholder (target audience) or stakeholder type. The following table provides a summary of measures for dissemination and communication of project outputs and outcomes.

Table 25. Communication plan

Target Audience	Key Messages	Communication Channel	Timeframe
Project sponsors	• Project deliverables and milestones • Project outputs • Project outcomes • Issues / delays • Benefit Realisation Plan reports	• Mandatory project reporting as per agreement with sponsor • Direct communications (email, teleconference, video conference, meetings) • Site visits	• Upon execution of grant / finance agreements • As per agreed deliverables and milestones
Project partners and direct stakeholders	• Project deliverables and milestones • Project outputs • Project outcomes • Issues / delays	• Direct communications (email, teleconference, video conference, meetings) • Site visits	• Throughout life of project • Upon commissioning of the facility • Throughout operational life of facility
Current and prospective users	• Features • Locational benefits • Opportunities for partnership	• Shire website • Direct communications (prospective business users)	• Throughout life of project • Upon commissioning of the enhanced facility • Throughout operational life of facility
Local Council	• Approvals • Development progress (deliverables and milestones) • Issues / delays • Project outcomes • Ongoing project benefits	• Mandatory project reporting as per agreement with local council • Direct communications • Site visits	• As per approval requirements • Throughout life of project • Upon commissioning of facility • Throughout operational life of facility
General public / wider community	• Development concept summary • Benefits to local community	• Shire website • Social media • Television, print or radio news and advertising	• Throughout life of project • Upon commissioning of facility • Throughout operational life of facility

Reporting

Project reporting will be used for communication of actions and issues arising during the reporting period, progress, the status of the project and future required actions. Project reports will:

- Create transparency and sensitivity for challenges among the people involved in the project.
- Disseminate the targeted and systematic initiation of project decisions.
- Identify and communicate potential opportunities and risks as early as possible.

The project coordinator will be the Shire of Broomehill-Tambellup who will provide specialist advice and support relevant to the execution of the project.

Table 26. Project reporting requirements

Responsible Party	Type	Frequency
Project Control Group	Bi-Monthly Progress Report: • Health and Safety • Project Progress Overall Summary • Procurement Progress • Key issues of focus for next reporting period • Project Technical Update • Technical Lead Summary • Stakeholders • Key Programme Events and an update on the planned versus actual schedule • Top Ten Risks • Financial Summary including the comparison of actual costs versus planned costs • Variations - potential and actual	Bi-Monthly
General Project Manager	Monthly Report - Work stream specific report for inclusion in monthly report. Report should include: • Current activities completed • Planned activities to be undertaken the following period • Any programme issues • Highlight Risks	Monthly
	Operational Report: • Programme outcomes in the month against target • Lifecycle maintenance items, actual against planned • Health and Safety	Monthly

Throughout the project, Shire of Broomehill-Tambellup will support:

- Monthly technical progress monitoring and reporting.
- Tracking the schedule and submission of Deliverable Reports to the funding body.
- Reviewing Deliverable Reports to ensure they have sufficient technical content and meet the contractual obligations of the Grant Agreement.
- Design and production of communications literature.

The activities undertaken will specifically exclude those required to be performed only by the co-ordinator according to the funding body.

Monthly project progress reports will be submitted to the Shire of Broomehill-Tambellup executive committee highlighting key issues on each programme against an agreed financial model. These will include:

1. Health and Safety
2. Progress against business strategy
3. Financial Reporting, including P&L, Balance Sheet and Cashflow vs Budget
4. Performance against business KPIs
5. HR report to include:
   - data vs. budget
   - strategic planning
   - pensions
   - training
6. Risk management, including insurance
7. Legal issues, including potential litigation
8. Policies and procedures

Throughout the project, the Shire of Broomehill-Tambellup will support:

- Creation of detailed technical project plans that define all contractual requirements of the Grant Agreement.
- Provision of resource expenditure profile mechanisms.

- Monthly financial and resource profiling and monitoring.
- Collation of Periodic Reports (financial and technical) ensuring 'right first time' submission to the funding body.
- Schedule and control review meetings (agenda, provide financial and technical progress presentations, produce and issue meeting minutes).

The activities undertaken will specifically exclude those required to be performed only by the co-ordinator according to the funding agency.

2.7.5 Procurement Strategy

All purchasing and procurement for the project will adhere to the purchasing and procurement policies of the Local Government Act 1995, Local Government (Functions and General) Regulations 1996, and Shire of Broomehill-Tambellup Council Policy 3.1: Purchasing.

The procurement policy will attempt, where possible, to source construction materials and services from local providers with an aim to re-invest in the regional economy. The Shire of Broomehill-Tambellup and key organisations within the PCG have the expertise to undertake design and project management, but external expertise will be engaged as required, with a suitable Project Manager nominated to oversee the project's implementation (factored into the project budget). Additional employees will be recruited to supplement as required.

Procurement will be managed by the Project Manager, who will:

- Ensure that procurements are adequately and timely planned.
- Ensure that for all building services, a quotation shall be provided through a competitive tender process.
- Manage procurement directly to the specification document requirements using traditional procurement lump sum contract.
- Maintain all quotations and service agreements for procurement items.
- Maintain budgetary planning and monitoring.
- Where services, skills or products are classed as specialised and/or regulated, seek evidence of certification, legislative approval and qualification.
- Manage contract administration.
- Ensure that the construction contingency fund is managed effectively.

The project will follow a strict procurement policy that ensures that purchasing transactions are carried out ethically and with integrity, that all parties receive value for money, give due regard to environmental and social impacts, and promotes effective governance. This policy ensures consistency and accountability in all purchasing activities and ensures that all project staff are aware of the extent of their purchasing authority, purchasing limits and their role and responsibilities in the purchasing process.

The capital building component is expected to add significant stimulus to the local economy. The project will therefore be tendered using a competitive process, with preference given to local content where this meets time, cost and quality outcomes.

2.7.6 Project Governance

The project will have a management team comprising a Project Manager and Project Control Group (PCG). The Shire of Broomehill-Tambellup will chair the PCG. The Project Manager (see below) will have the overall responsibility for ensuring that the project meets the objectives set, dealing with operational day to day project-related issues. The management of the project will be supported by the use of IT tools to facilitate project management, co-ordination and dissemination of information among the project's governance structure and key stakeholders. The overall project management structure and roles are illustrated in Figure 9.

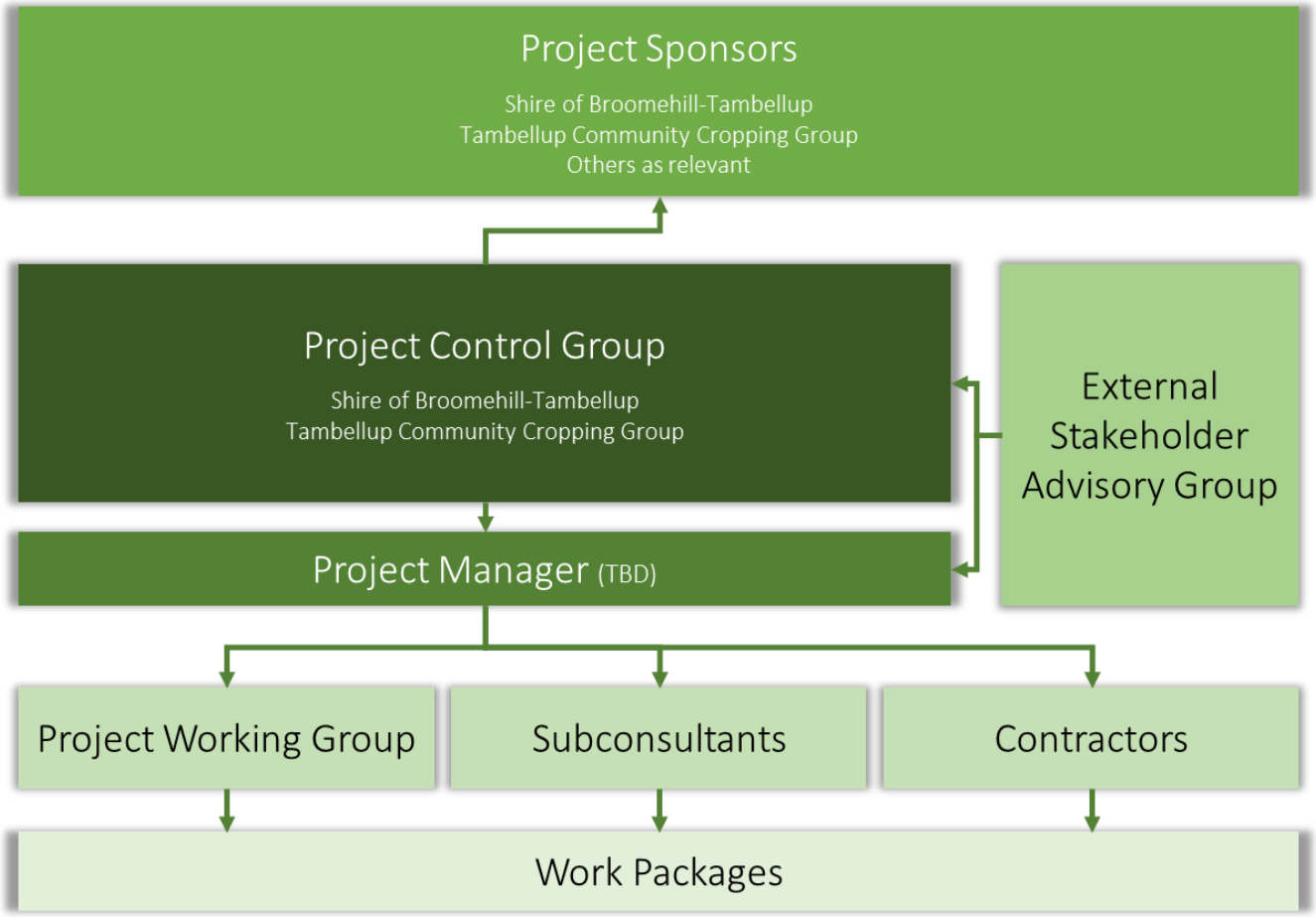


Figure 9. Project governance structure

Project Control Group

Title	Tambellup Caravan Park and Camping Ground – Project Control Group (PCG)
Chair	Shire of Broomehill-Tambellup
Purpose	The Project Control Group is tasked with: • Reviewing and finalisation of the project development plan. • Detailed planning and design of the project development plan. • Overseeing the implementation of the development plan. • Ensuring appropriate representation of all views is considered in the development phase. • Providing expertise and coordination of the resources to ensure parties receive the best outcome for investment. • Making recommendations as to the communication strategy required to inform the community of changes to the current situation.
Responsibilities	Member responsibilities include: • Recruit and appoint a Project Manager for the duration of the project. • Developing the project scopes, budget and parameters as per the areas of expertise. • As required delivering, coordinating and taking the lead on various projects according to skill and scope. • Establishing User Groups where appropriate. • Ensure approved briefs (program and costs) are implemented and all changes to briefs and budgets are reported back to directors/managers before further implementation. • Developing project briefs for consultants. Undertake consultant engagement processes, direct and monitor consultants throughout all stages of appointment. • Review and endorse project reports submitted by consultants. • Apply policy and planning objectives. • Seek additional funds as required.
Operating Principles	The following operating principles have been adopted and will be actively applied by the working group. The group will aim to:

	• Be pragmatic and flexible in both approach and process to ensure a timely and efficient project delivery. • Encourage cooperation, collaboration and sharing of information across all departments and organisations. • Identify opportunities to reduce duplication of effort and encourage project efficiencies with internal systems. • Deliver a framework which is equitable, transparent, accountable and contemporary. • Maintain confidentiality including information concerning the planning, processes, development or procedures of the project, confidential and secure.
Accountability and Decision Making Authority	The group consists of members across directorates. However, there is also the capacity to invite additional representation from other project stakeholders if and when required. Stakeholders will be invited to assist in issues relevant to their area of operation, interest and expertise. The members of the group are a working group for the Project. The Shire of Broomehill-Tambellup CEO is responsible and accountable for the recommendations. The members are responsible for communicating the project's progress back to their relevant managers and teams including: • Seeking guidance on any issues from their respective teams so that the decision making at the project control group is informed and accurate; • Updating their teams and managers on decisions and progress so that future planning and development is informed; and • Any other communication as required to ensure directorates are informed and consulted on shared projects. The members of the project control group are involved in decision making for: • Agreeing and managing the vision, scope and methodology; and • Meeting agreed outcomes
Duration of the PCG	The PCG will commence under these terms of reference from the project start. The terms of reference will be reviewed at the conclusion of the first stage of the project to ensure their relevance in relation to the role and responsibilities of the committee in the next phases.

The PCG consists of core and permanent members. However, there is also the capacity to invite additional representation and support from other stakeholders if and when required. Stakeholders will be invited to be involved to assist in issues relevant to their area of operation, interest and expertise.

Quorum	To ensure the best outcomes the meetings require the regular ongoing commitment of all core members. Meetings to only progress with all core members present.	
PCG Reporting and Control	Reporting Frequency	Meetings will be convened monthly. It is envisaged that regular meetings and meeting times will be required. Members to come prepared. Agenda items and meeting documents will be sent 24 hours in advanced. Questions regarding the documents and supplementary information to be clarified before the meeting. Minutes will include key issues, action decided upon, deadlines for their completion and who is responsible. To be distributed to all members for actioning and reporting within 24 hours of the meeting. This document will serve as the basic agenda.
	Information Management	All members of the PCG will be able to access the documents. Changes considered 'in scope' of Project Control Group responsibility will be scheduled on the agenda.
	Change Control	To ensure ongoing improvement an evaluation will be conducted and the Terms of Reference for the PCG will be reviewed at the completion of the project.
Agenda Management	Agenda items will be called for 3 days before the meeting. Agendas and background papers will be emailed to the PCG members 24 hours before the meeting. Minutes/Actions will be available within 24 hours after a meeting. Agenda format: 1. Attendance 2. Apologies	

	3. Previous Minutes 4. Action List (Deadlines and Responsibilities) 5. Monitoring of project – status report against plan – work completed 6. Work to be completed 7. Other Business 8. PCG Forward Agenda Items Minutes of previous meetings that are accepted by the PCG should be signed as being a true record of the discussions and decisions of the PCG. Agenda preparation and minutes are the responsibility of the secretarial support

Project Manager

The Project Manager is engaged and appointed to deliver the defined project outputs and will be responsible for managing time, cost and quality outcomes on behalf of the PCG, managing the day-to-day aspects of the project, developing the Project Management Plan(s), resolving planning and implementation issues, and monitoring progress and budget. The prime roles of the Project Manager are to:

- Develop and maintain the Project Management Plan.
- Manage and monitor the project activity through detailed plans and schedules.
- Manage (client/provider/stakeholder) expectations through formal specification and agreement of goals, objectives, scope, outputs, resources required, budget, schedule, project structure, roles and responsibilities.
- Generate project risk assessment procedures and continually assess and mitigate any potential or identified risks to the project.
- Put in place issue reporting structures and implement change control processes and configuration management.
- Undertake the day to day management of the project, having responsibility for any on-going operational issues and the reporting to the PCG on the progress and achievements of the project.

Project Working Group

The Project Working Group is the team responsible for the day-to-day implementation of the project plan and the management of staff, contractors and consultants working on the project. Shire of Broomehill-Tambellup will chair the Project Working Group.

Consultants

The Project Manager will be the lead consultant and will assist the Shire of Broomehill-Tambellup in sourcing suitable subconsultants as required for the delivery of the project. These consultants will be engaged by the Shire of Broomehill-Tambellup and report to the Project Manager as appropriate.

Contractors

Contractors will be engaged by the Project Manager. Contractors will be employed to provide a specified service in relation to the development of project outputs. All contractors will be engaged on the basis of a competitive tender process and preference will be given to engaging local contractors where this meets, time, cost and quality objectives, in turn helping to stimulate the local economy.

Reporting Requirements

Current reporting requirements are:

Table 27. Reporting requirements

Reported by	To whom	Reporting requirements	Frequency	Format
Project Manager	Project Control Group	Status Report	Monthly	Written and verbal
Project Manager	Shire of Broomehill-Tambellup CEO	Status Report	Monthly	Verbal
Project Control Group	Project Sponsors	Status Report	Quarterly	Written and verbal

2.8 Risk Management Plan

A risk management plan has been defined for the project, including the cost and time plans for which appropriate contingency management strategies need to be agreed to cover uncertainties. The Risk Management Plan for the project:

1. Identifies those risks which might impact the project;
2. Provides the basis for plans for containment of risks;
3. Ensures that each risk is analysed for probability and impact;
4. Ensures that there is an agreed mitigation plan for each risk;
5. Identifies appropriate contingencies for high risks;
6. Allocates ownership for the risks and its mitigation plan to an appropriate member of the project management team (e.g. Board (B), Finance Manager (FM);
7. Establishes and monitors a procedure for reviewing and evaluating risk on an on-going basis, adding new, removing obsolete and updating current risks; and
8. Reports the status of current risks. A periodic review by the CEO of the risks identified, and any necessary contingency plans will take place.

Table 28. Project Risk Management Plan

Risk/Threat	Consequences	Probability*	Impact*	Score P x I	Mitigating control actions	Owner
FINANCIAL						
The project exceeds budget	Inability to complete project without securing additional funding	2	4	8	• The proposed budget includes a reserve for the mitigation of such	PM
Financial management of project	Budget exceeded jeopardising completion and/or funding	1	5	5	• Engage suitably qualified project manager	PM / PCG
Interest rates adversely affect initial quotations	Cost increase	2	3	6	• The proposed budget includes a reserve for the mitigation of such	PM
Unforeseen events affect sponsor's ability to fund project	Insufficient funding to complete project	2	4	8	• New funding sources to be secured • Possible re-scope of development	PCG
Scope Creep - Risk of budget increase due to design requirements	Increase in costs and timescale	2	2	4	• Close project management • Engage suitably qualified project manager	PM / PCG
Escalation of scope beyond design contingency allowance	Increase in costs and timescale	2	2	4	• Close project management • Engage suitably qualified project manager	PM / PCG
Escalation of construction variations beyond contingency allowance	Increase in costs and timescale	2	2	4	• Close project management • Engage suitably qualified project manager	PM / PCG
Cost Planning - Budget Approval - Delays with funding authority and approval	Increase in costs and timescale. Inability to complete project without securing additional funding	2	4	8	• New funding sources to be secured • Possible re-scope of development • PCG intervention	PM / PCG
EXTERNAL SUPPLIERS						
External supplier ceases trading	Contractor unable to start/complete work due to financial/ other factor causes delay	1	4	4	• Carry out a financial analysis of external suppliers to ensure they are financially stable and viable going forward	PM
Interim milestones and key components not delivered within specified timescales	Increase in costs and timescale. Delay to completion.	3	4	12	• A phased investment approach will be taken with agreed milestones integrated into contract with	PM

					• critical deliverables to incentivise development • A micro-management approach will be taken for the technical development work packages	
Contractor availability	Delay to completion	3	2	6	• Project manager to provide direction	PM
Availability of contractors to provide competitive tender bids	Increase in costs and timescale	2	2	4	• Close project management • Engage suitably qualified project manager • Sourcing from outside of region	PM / PCG
Contractors unable to adequately resource themselves and maintain project momentum on a regional site	Increase in costs and timescale Delay to completion	2	2	4	• Close project management • Engage suitably qualified project manager • Sourcing from outside of region	PM / PCG
Underperforming consultants and contractors.	Increase in costs and timescale Delay to completion	2	2	4	• Close project management • Engage suitably qualified project manager • Sourcing from outside of region	PM / PCG
LEGAL						
Delay in Planning Approvals impact on project budget	Increase in costs and timescale	3	4	12	• Early consideration of planning issues and approvals • PCG intervention	PCG
DESIGN and DEVELOPMENT						
That the design of the facility is not suited to deliver intended services	Increased operational costs, further maintenance / redevelopment required	1	4	4	• Design consultation with company and third party technical consultants undertaken	PM
Design obsolescence	The facility would not suit the projected needs, requiring further development, redevelopment or relocation	1	5	5	• Careful design • Project management expertise	PM
Technical obsolescence	Additional costs incurred to provide remedial solution	1	4	4	• Project focuses solely on construction using standard and regulated technologies and qualified contractors	PM
Design and selection of building components not appropriate to life cycle	Facility not fit for purpose PCG do not sign off on project Project delay Increased costs	2	4	8	• Careful design • Project management expertise	PM
Perception of project in the community	Stakeholder disenchantment Threat to funding	2	4	8	• Communications plan	PM
Design not compliant with OHS regulations	Stakeholder disenchantment Threat to funding Delays and additional costs	2	4	8	• Communications plan • Formal consultations • Site visits and inspections	PM / PCG
OVERALL PROJECT						
Adverse weather conditions delay construction	Increased development costs/delays and potential for reduced service offerings	2	3	6	• The proposed budget includes a reserve for the mitigation of such • Scheduling has been set during favourable seasons, reducing risk	PM
Adverse weather conditions damage construction / infrastructure	Increased development costs/delays Remedial work necessary	2	3	6	• The proposed budget includes a reserve for the mitigation of such	PM

Environmental damage as result of construction	Delay to completion and costs of clean-up incurred	1	4	4	• Private operator to carry suitable insurance	PM
Access to site limited/restricted	Construction vehicles, contractors and materials have insufficient site access	2	2	4	• Project Manager provides evaluation prior to commencement and seeks necessary authorisation	PM
Timeline management	Possible delays Exceed budget	1	5	5	• Engage suitably qualified project manager	PCG
Events of force majeure adversely affect the ability to complete project	Delays, failure to complete project, funding withdrawn	1	5	5	• Private operators and project manager suitably insured	PM
Industrial relations	Delays to project completion	2	4	8	• Project manager to monitor and manage communications	PM
General economic downturn	Demand for contracted services effected	3	2	6	• Private operators to ensure satisfactory financial structure	PM / PCG
Project Delivery - Construction management risks with multiple interfacing packages	Increase in costs and timescale	2	2	4	• Close project management • Engage suitably qualified project manager	PM/PCG
Project Communication - Misinformation, levels of authority, competing stakeholder interest, personal and public beliefs and vagaries associated with commercial contracting	Delays Stakeholder disenchantment Risk to funding	2	2	4	• Close project management • Engage suitably qualified project manager • Communications Plan	PM / PCG
Asset Operations and Management						
Financial stress associated with facility operations	Facility not sustainable / running at a loss	1	5	5	• Conservative estimates of operational costs have been made based on QS estimates and PCG experience in asset operations and management • Sufficient income is shown that even with increases to expenditure the project remains sustainable • All indications suggest robust viability	Shire of Broomehill-
Cost of management, maintenance, cleaning and other operations exceeds estimates	Facility not sustainable / running at a loss	2	4	8		Shire of Broomehill
Social and economic impacts not realised	Project costs are higher than benefits – e.g. BCR below 1.0 and NPV below $0	1	5	5	• Conservative estimates indicate robust project value • Even with considerable reductions to key factors, the project still has a positive BCR and NPV • Many other positive socioeconomic factors have not been considered in the analysis, suggesting project value could be higher than estimated in this business case	Shire of Broomehill-Tambellup

Table 29. Risk Management Descriptions

Probability		
Rank	**Description**	**Level or Probability**
0	Almost non-existent likelihood	<1%
1	Extremely unlikely to occur	1-10%
2	Unlikely but not impossible to occur	11-25%
3	Fairly likely to occur	26-50%
4	More likely to occur than not	51-75%
5	Almost certain to occur	>75%

Impact		
Rank	Description	Level or Increase
0	Almost non-existent impact.	1-2 days and/or <1% Financial
1	Minimal loss, delay, inconvenience or interruption. Can be easily remedied	2-10 days and/or 1-5% Financial
2	Minor loss, delay, inconvenience or interruption. Short to medium term effect	11-20 days and/or 6-15% Financial
3	Significant waste of time or resources. Impact on operational efficiency, output and quality. Medium term effect that may be expensive to recover	1-3 months and/or 16-30% Financial
4	Major impact on costs and objectives. Serious impact on output and/or quality and reputation. Medium to long- term effect and expensive to recover.	3-6 months and/or 31-50% Financial
5	Critical impact on the achievement of objectives and overall performance. Huge impact on costs and/or reputation. Very difficult and possibly long-term to recover.	Indefinite and/or >50% Financial

2.9 Asset Management and Operations Plan

The Shire of Broomehill-Tambellup own the land, facilities and infrastructure associated with the Tambellup Caravan Park and Camping Ground project and will operate the asset once commissioned. The ongoing management and maintenance of the facilities will be the responsibility of the Shire of Broomehill-Tambellup and is included in forward planning budgets. The management and operations of the asset will be undertaken in line with the Shire of Broomehill-Tambellup Asset Management Policy.

2.9.1 Asset Management Policy

Objective

The objective of this policy is to ensure that Asset Management is embedded in the organisation and is recognised as a substantive corporate function. A recognised asset management culture will enable the Shire of Broomehill-Tambellup to deliver services through infrastructure assets in an equitable and sustainable way. This policy supports compliance with the State Government's Integrated Planning and Reporting Framework, the principles in the International Infrastructure Management Manual and ISO 55000 series for Asset Management.

Definitions

Asset	A physical item that is owned or controlled by the Shire of Broomehill-Tambellup and provides or contributes to the provision of service to the community (in this context excluding financial, intellectual, and non-tangible assets).
Asset Management	The processes applied to assets from their planning, acquisition, operation, maintenance, replacement and disposal, to ensure that the assets meet Shire of Broomehill-Tambellup priorities for service delivery.
Asset Management Plan	A plan developed for the management of an infrastructure asset or asset category that combines multi-disciplinary management techniques (including technical and financial) over the lifecycle of the asset.
Infrastructure Assets	Fixed assets that support the delivery of services to the community. These include the broad asset classes of Roads, Drainage, Buildings, Parks, Paths and Bridges.
Life Cycle	The cycle of activities that an asset goes through while it retains an identity as a particular asset.
Whole of life costs(s)	The total cost of an asset throughout its life including planning, design, construction, acquisition, operation, maintenance and rehabilitation and disposal costs.
Maintenance	Regular ongoing day-to-day work necessary to keep asset operating and in a safe and attractive condition.
Operations	The regular activities to provide health, safety and amenity and to enable the assets to function e.g. sweeping, grass mowing, tree trimming, cleaning, lighting and graffiti removal.
New	Creation of a new asset to meet additional service level requirements.
Resources	The combination of plant, labour and materials, whether they be external (contractors/consultants) or internal (staff/day labour).
Renewal	Restores, rehabilitates, replaces existing asset to its original capacity. This may include the fitment of new components necessary to meet new legislative requirements in order that the asset may achieve compliance and remain in use.
Risk	Probability and consequence of an event that could impact on the Council's ability to meet its corporate objectives.
WAMMI	Western Australian Asset Management Improvement Program.

Policy Statement

The Shire of Broomehill-Tambellup are committed to implementing a coordinated and integrated approach to asset management by:

1. Defining asset management objectives.
2. Through the establishment of a platform for service delivery.
3. Providing a framework that enables the Asset Management Strategy and Plans to be produced.
4. Supporting a 'whole of life' and 'whole of organisation' approach to asset management.

All organisational directorates and assets teams shall commit to the following outcomes:

1. A Strategic Asset Management Framework that is consistent with ISO 55000 series: including this policy, strategy and plans.
2. Adherence to laws, legislation and regulations in the way assets are managed.
3. A structure for clarity of asset ownership, management and responsibility for key functions.
4. Support a multi-disciplinary asset team with the skills and resources to implement the Asset Management Framework and achieve the outcomes of this policy.
5. Ongoing reporting on asset management performance and improvements.
6. Asset management principles shall be included in staff inductions.
7. The Shire of Broomehill-Tambellup will endeavour to make informed decisions in relation to service delivery considering the following:
   a) Whole of life cost of delivering services
   b) Potential non-asset solutions for delivering services
   c) Rationalising under-utilised assets through disposal or change of function
8. Develop, maintain and regularly review Asset Management Plans for the following asset classes:
   a) Buildings
   b) Transport (Roads, Kerbing, Carparks)
   c) Pathways
   d) Stormwater
9. Asset Management Plans will form part of Shire of Broomehill-Tambellup day to day business practices and clearly link to asset class strategies, risk management of critical assets, maintenance plans and long-term financial plan.
10. Project Management and associated funding applications shall be based on the evaluation of alternatives with consideration of lifecycle costs, risks and benefits.
11. Additional maintenance and operating costs from new or upgrade projects shall be extrapolated into annual operational budgets to ensure consistent service levels.
12. Strong liaison between Development Services and Assets to ensure sustainable outcomes with new developments.

2.9.2 Insurance

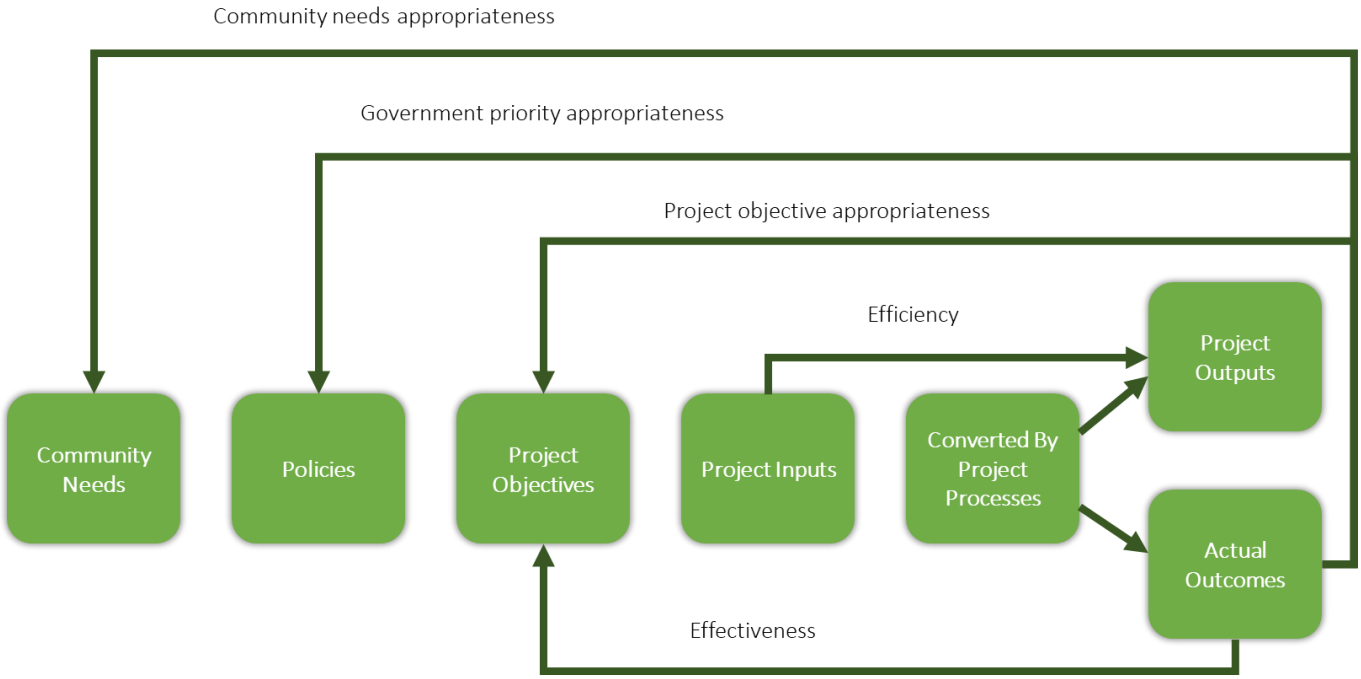
The Shire of Broomehill-Tambellup will insure all infrastructure, land and improvements upon it against all usual risks including, without limiting the generality of the foregoing, loss or damage by fire, fusion, explosion, smoke, lightning, flood, storm, tempest, rain, water, water damage, leakage, earthquake, riot, civil commotion, malicious damage, impact by vehicles, aircraft, and articles dropped there from and any other risks required by the Shire of Broomehill-Tambellup provided that the cover is not less than the full insurable value on a replacement and/or reinstatement basis.

2.9.3 Financial Viability and Sustainability

In order to analyse sustainability and viability, a ten-year forward planning budget has been developed. The model demonstrates suitable viability for sustainable operations. Detailed analysis is included in Section 2.5.3.

2.10 Project Evaluation Plan

The project evaluation methodology that will be adopted for the mid- and post-project reviews will draw from a working definition of evaluation as: *"An objective and considered assessment of the efficiency, effectiveness, and/or appropriateness of the project."* The diagram below illustrates these three evaluation criteria. There are key linkages between needs, policies, objectives, inputs, processes, outputs and outcomes:



The three evaluation criteria – efficiency, effectiveness and appropriateness (Adapted from Sharp, 1994)

The evaluation will therefore represent a practical management tool for understanding and improving the performance of the project, demonstrating its impact and providing lessons for future projects. An evaluation of *efficiency* answers the questions:

- How efficient are the inputs are converted to outputs?
- How did the project costs and benefits compare?

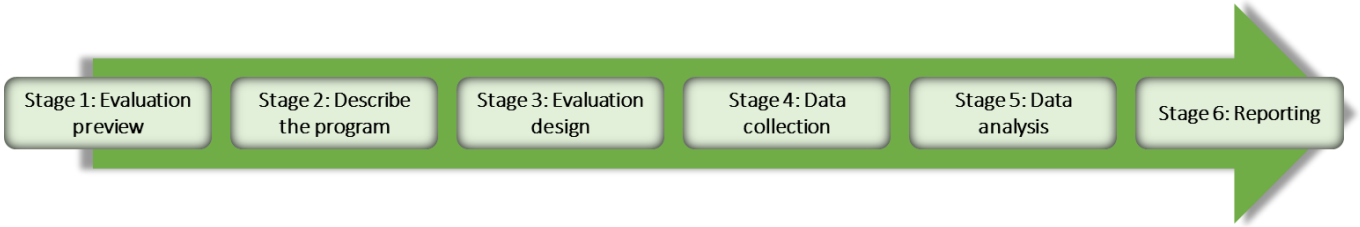
An evaluation of *effectiveness* answers the following questions:

- Did the outcomes of the project meet the project objectives?
- Did the project actually achieve stakeholder satisfaction?

An evaluation of *appropriateness* answers the following questions:

- How appropriate were the project objectives?
- Did the project objectives accurately address a stakeholder need?
- Were higher level community and government priorities addressed by the project?

The methodology will follow the following key steps:



Stage 1: Evaluation Preview – Engagement with stakeholders - A meeting will be held with the key stakeholder groups to seek their opinions and participation in the evaluation process, in particular answering the key questions:

- why the evaluation is being undertaken,
- who requires the evaluation information,
- when the findings are required,
- the scope of the project to be evaluated,
- who will use the information to make decisions,
- who may need to implement the recommendations,
- what format is most appropriate for presenting evaluation findings.

Defining stakeholder needs (example table for stakeholder needs definition as follows)

Stakeholders	Who will use the findings?	How will they use the findings?	When and how will they want the findings?	Who will be affected by the findings and how?	Who will implement recommendations?
Comments					

Stage 2: Describe the Programme - Stage 2 will consider the details of the project plan being evaluated – aims and objectives, components, resources, and process and outcome indicators. A Programme Logic Table will be developed as the framework for the programme evaluation:

Programme logic table

Results hierarchy	Outcome or planned results	Success factors	Performance measures	Basis for comparison	Internal risks	External risks	Assumptions and/or comments
High-level outcomes							
Intermediate outcomes							
Outputs							
Inputs							

Stage 3: Evaluation Design - Having specified the objectives (i.e., what the project aimed to *achieve*) and strategies (i.e., what the project aimed to *do* to achieve its goals and objectives), the detailed evaluation design will be undertaken. This will most likely involve two components:

- Impact/outcome evaluation –assess the extent to which the project has achieved its goals and objectives, and
- Process evaluation - assess to what extent and how well the planned activities have been implemented.

The evaluation design will include *quantitative elements* (for example, pre/post design with or without a comparison group, trend analysis) and *qualitative elements* (for example, case study, participatory action research and evaluation). For each type, the data collection instruments will be developed.

Stage 4: Data Collection

Stage 5: Data Analysis - The data collected will be analysed by calculating descriptive statistics for quantitative data and identifying and describing key themes in the qualitative data. Following data analysis, these will then be interpreted by comparing the findings with other evaluation findings; comparing them with standards and similar programmes; making judgements and recommendations; and using the lessons learned for the ongoing development of the knowledge and evidence base.

Stage 6: Reporting - A report on the evaluation will be prepared and presented to the Project Control Group and relevant stakeholder group(s).

2.11 Project Closure

Once the Tambellup Craven Park and Camping Ground development has been commissioned and opened, the project will be formally closed. This will follow an orderly Project Closure Process:

- Acceptance of the project deliverables by the Project Sponsors. This will include a formal acceptance that the new development has successfully been completed and is fit for purpose and substantially meets the objectives set.
- Risk Management. The risk management plan will be reviewed by the PCG and actions implemented in order to close out any outstanding risks.
- Financial Management. An audit will be undertaken of project expenditure and this will be presented to the PCG and signed off by the PCG.
- Asset Management. The Shire of Broomehill-Tambellup will assume responsibility for the future operation, management and basic maintenance of the Tambellup Craven Park and Camping Ground.
- Post Project Responsibilities. The Shire of Broomehill-Tambellup will assume responsibility for the future operation, management and maintenance of the Tambellup Craven Park and Camping Ground.
- Post-project Review. A post-project review will be undertaken in line with the evaluation process that has been described. This will be presented to the PCG.
- Formal closure by Project Sponsor and disbanding the PCG. On completion of the previous steps, the PCG will be formally disbanded and the project closed.

Appendix A: Detailed Regional Context

Unless otherwise specified, all data are sourced from REMPLAN (2021)[8]. REMPLAN datasets have been adopted by Department of Primary Industries and Regional Development (DPIRD) to provide uniform statistics across the state. The data have been used in this report to provide a consistent regional and strategic context, where possible.

Geographic Context

Location and Landscape

The Great Southern (Figure 10) covers an area of 39,000 km^2 on the southern coast of WA. The region's capital is Albany with other principal towns being Mount Barker, Denmark, Kojonup and Katanning. Approximately 83% of the region's population live in the southwest of the region, along the coast. The region straddles the boundary of 'outer regional' and 'remote' in the Accessibility Remoteness Index Australia.

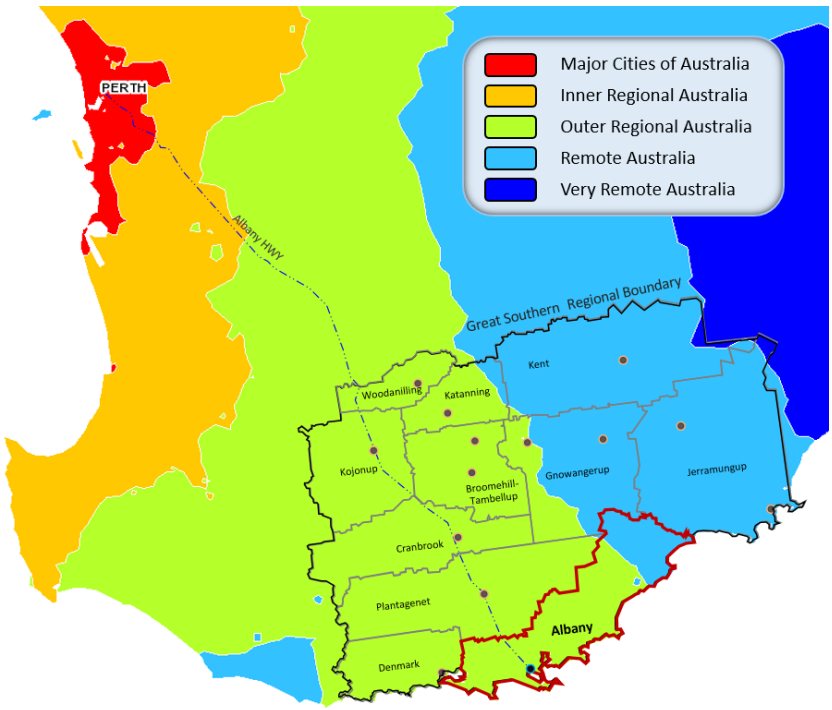


Figure 10. Accessibility Remoteness Index Australia

The main population centre is the City of Albany, with a population of 38,763 people (2021 ABS), constituting 62.6% of the region's population. It is the major administration centre within the region. Albany is also the infrastructure hub for the region's agriculture and mining industries. The region's grain and woodchip exports pass through the Port of Albany and cruise ships regularly visit Albany via the port. Albany is located 419 kilometres Southeast of Perth, which is a driving time of almost 5 hours (or around a one hour flight, with passenger services to Perth). Albany's setting increases its importance as a regional centre since residents across the region rely heavily on the town for goods and services.

The Noongar people are acknowledged as the traditional custodians of the lands of the Great Southern. The region supported a significant population of Aboriginal people for tens of thousands of years before Europeans started exploring the Southern Hemisphere. Excavations beside the Kalgan River show continued habitation by Aboriginal people from about 20,000 years ago. The Great Southern largely covers the tribal boundaries of the Menang, Kaneang and Goreng Noongar peoples, but also includes parts of Wudjari and Wilman land. Albany itself is home to the Menang people. Significant sites include the 19,000 year-old camp and artefact site at the Kalgan Hall, stone-fish traps in Albany's Oyster Harbour and a site at the Stirling Ranges, all of which are rich in cultural heritage.

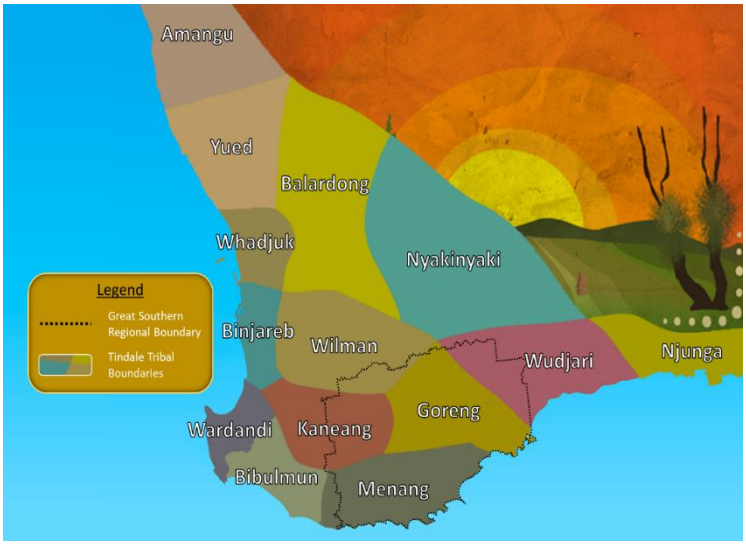


Figure 11. Map adapted from Tindale Tribal Boundaries - image credit to perthfactponderings.blogspot.com

[8] https://www.remplan.com.au/

Transport Links

Road

The region has a number of strategic freight, tourist and inter-town routes that include Albany Highway (the main route to and from Perth), South Coast Highway (Hassell Highway) and Chester Pass Road. Other main roads are mainly used as haulage routes for the agro-forestry, agriculture and mining (Figure 12).



Figure 12. Major roads, South West WA

The quality and efficiency of the road network directly impinges on the competitiveness of the region's primary producers in global markets and upgrades are widely regarded as essential for the economy (e.g. the Albany Ring Road project, additional passing lanes, upgrade of ratings to cater for larger vehicles etc.). Cross-regional benefits could also result from improved east-west connections between the Great Southern and neighbouring regions. Public road transportation to and from Perth and throughout the southwest is provided by TransWA coach lines, but services within and between towns in the Great Southern are limited.

Air

The main airport in the region is Albany Regional Airport and the only one with scheduled passenger services, currently carrying over 60,000 passengers per year to and from Perth. However, the high cost of passenger flights is widely considered to be a barrier to significant expansion in, for example, the tourism and events sectors. Rio Tinto operates a fly-in fly-out (FIFO) service from Albany, with around 200 FIFO workers based in Albany. Other airstrips are located in Denmark, Gnowangerup, Jerramungup, Kojonup and Katanning, with a number of recent or proposed improvements required for emergency and private use.

Rail

The region is well-serviced by rail transportation of bulk commodities, predominantly grain (from a network of CBH receival bins) and woodchips. With additional investment, there is the potential to expand the rail service; for example, an extension to connect industry at the Mirrambeena Industrial Estate to the Port of Albany, the establishment of an intermodal terminal, or diversification into the transporting general freight. There are no passenger rail services.

Sea

The Port of Albany provides a strong connection to global markets for primary produce and plays a secondary tourist visitation role, through hosting cruise ships. Exports through the port include woodchips, wheat, canola, barley and silica sand and imports include fertiliser and petroleum products. Throughput exceeded 5 million tonnes in the 2018 financial year, with an average annual growth (AAGR) of 4.9% since 2011. A range of potential developments have been identified for increasing port capacity (e.g. in road/rail mix or potential containerisation) and/or servicing emerging resource development opportunities (e.g. Grange Resources' Southdown magnetite mine). With the exception of cruise ships, there are no passenger services. Albany hosted a record 16 cruise ships visits during the 2018 financial year, up from 12 visits the previous year. The increase in cruise shipping resulted in a total of 17,000 passengers arriving in Albany.

Geographical Challenges and Opportunities

The Great Southern region face a number of challenges associated with the distance from the metropolitan area and relatively poor transport links. Despite hosting a great number of unique tourism assets, visitation to the Great Southern is far lower than for the South West region, which includes popular destinations such as Busselton and

Margaret River. However, these challenges also present significant opportunities for targeted and well thought-out developments.

Table 30. Geographical needs and opportunities

Need	Opportunities
1. Attraction and retention of residents, businesses and visitors. 2. Improved and diversified tourism packages, infrastructure development and promotion to overcome the barrier of distance from the metropolitan area. 3. Enhanced opportunities for domestic and international transport networks. 4. Investment in inter-regional transport routes. 5. Expanded port capacity to support mineral and, potentially, container exports.	1. Enhanced community assets and infrastructure will serve to attract and retain residents. 2. Strong and informed tourism and economic development initiatives can stimulate key growth sectors, such as construction, retail trade, arts and recreation, rental, hiring and real estate services. 3. Enhanced transport, business and trade infrastructure can encourage private investment into regional industry. 4. Enhanced assets and infrastructure, with subsequent growth in population and visitation, will increase opportunities for private and/or public investment in transport infrastructure / networks.

Demographic Context

Overall Population

Latest Australian Bureau of Statistics data (2021 Census) records the population of the Great Southern region as 61,880. The region's population has a compound annual growth rate (CAGR) of 1.12% over the last decade.

The eleven LGAs in the region are identified in Table 31. 62.6% of the population reside in the City of Albany, with other notable areas including the Shires of Denmark (10.2%), Plantagenet (8.6%), and Katanning (6.6%).

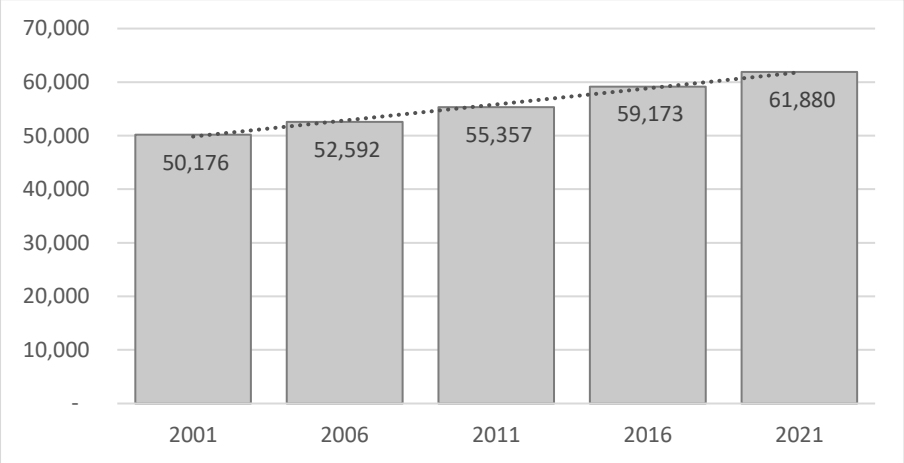
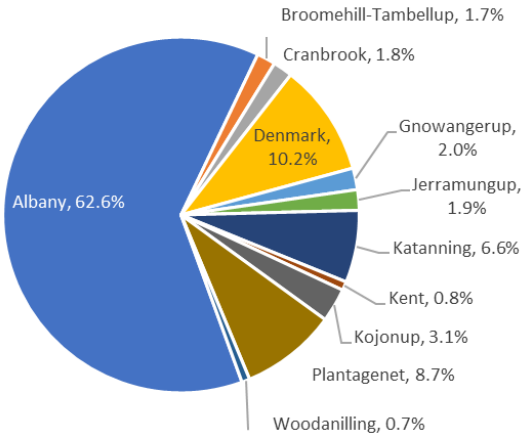


Figure 13. Great Southern population growth (ABS 2021)

Table 31. Great Southern Population distribution (ABS 2021)

LGA	2021 Population	AAGR 2011-21
Albany	38,763	1.42%
Broomehill-Tambellup	1,046	-0.85%
Cranbrook	1,100	0.19%
Denmark	6,310	1.97%
Gnowangerup	1,215	-0.45%
Jerramungup	1,160	0.95%
Katanning	4,057	-0.21%
Kent	491	-0.42%
Kojonup	1,901	-0.42%
Plantagenet	5,388	0.99%
Woodanilling	448	0.67%



Population Growth

Denmark (1.97%) and Albany (1.42%) are the only LGAs which have registered growth in excess of the Great Southern average, which itself is reduced overall by some shires experiencing negative growth. Population declines in upper Great Southern LGAs (Pallinup sub-region) are likely to be associated with state-wide and national trends for agricultural regions, where large population bases are increasingly unnecessary for productive agriculture

practices, together with farm consolidation and the application of technology to improve productivity. In contrast, Albany, Denmark and other LGA growth is likely reflective of both population transfer (e.g. from LGAs experiencing decline) and in-migration by lifestyle retirees (e.g. "sea-", "tree-changers" and "climate refugees").

This overall growth is expected to continue or accelerate, particularly as the population of WA is predicted to almost double by 2066, projected to 4.9 million[9]. This growth is likely to be dominant in the existing urbanised areas of WA, although regional communities will need to assume a portion of the growth.

It is projected that there will be continued growth in regional centres, such as Albany, and the towns in close proximity to them (e.g. Denmark and Mount Barker). Balancing the management of growth in coastal towns with improving the sustainability of northern and eastern rural communities represents a major challenge for the region. Current projections are for the region's population to reach 68,980 by 2031 – (WAPC 2016 – Band D as most closely reflecting growth over the last decade)[10]. This represents a future CAGR of 0.89%. To date, these forecasts are aligning reasonably well with current REMPLAN and ABS population counts (albeit slightly lower than current performance – 1.09%).

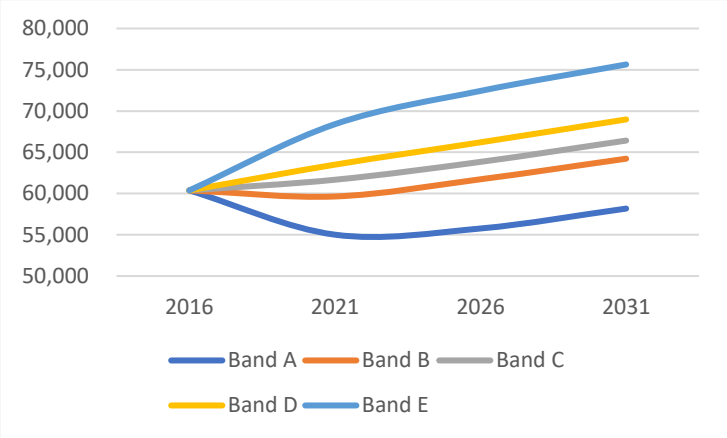


Figure 14. Great Southern population forecast

Age Profile

When looking at regional Australia, it is notable that:

- Measures of social capital suggest regional communities have stronger relationships and networks than capital cities.[11]
- Regional Australia is ageing faster than the national average. A higher proportion of adults aged over 45 live in regional areas; the need to access education, employment and other facilities may account for the larger proportion of younger and middle-aged adults in capital cities. In Greater Perth, 24.8% were 55 or over in 2016. In regional areas Australia-wide, this was 27.6% (compared to 34.6% in Albany).

The higher old age dependency ratio in regional areas indicates that a great number of seniors migrate from cities to regional areas.[12] This trend is no different in the Great Southern, which has a much higher proportion of older residents and a significant shortfall of young adults when compared with Greater Perth and WA as a whole (Figure 15). The number of residents over 55 also rose significantly between 2001 and 2016, and at a far greater rate than any other age bracket.

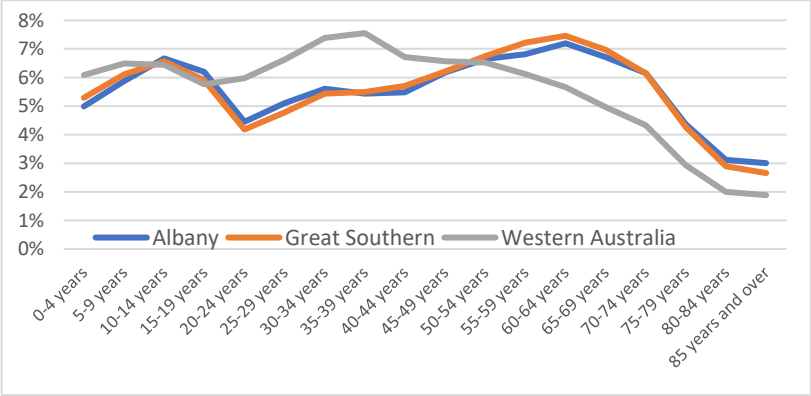


Figure 15. Age distribution in the Great Southern

[9] *ABS, 3222.0 - Population Projections, Australia, 2017 (base) – 2066 - http://www.abs.gov.au/Ausstats/abs@.nsf/mf/3222.0*
[10] *https://www.wa.gov.au/government/document-collections/western-australia-tomorrow-population-forecasts*
[11] http://www.regionalaustralia.org.au/what-is-rai/defining-regional-australia; *Regional Australia Institute.*
[12] *http://www.aifs.gov.au/institute/pubs/factssheets/2011/fs201103.html*

The WAPC expect this trend to continue throughout the region toward 2031 (Figure 17). Current and projected growth is consistent with other coastal areas in Australia that have experienced strong in-migration by retirees and lifestyle/'sea-changers' over recent years. For upper Great Southern LGAs, the effect is accentuated by continued population decline and outmigration of youth, coupled with current resident choices to age in place.

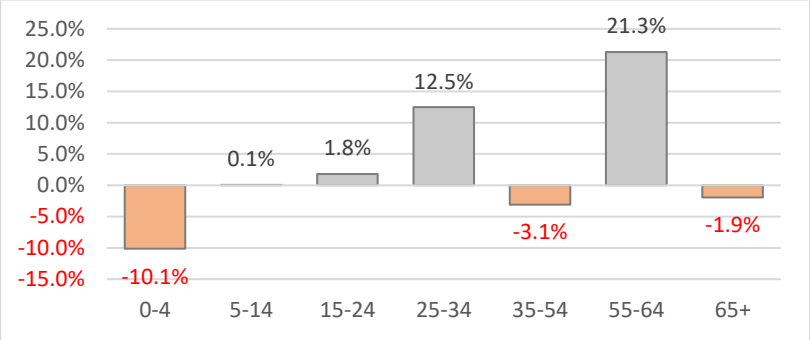


Figure 16. Population growth by age bracket, 2011-2021 (Great Southern)

This age profile will lead to increased demand in the aged care, housing, retail, recreation and lifestyle industries. It will also require a skilled service sector workforce, drawn from existing unemployed or under-employed residents and from attracting additional workers to move into the region.

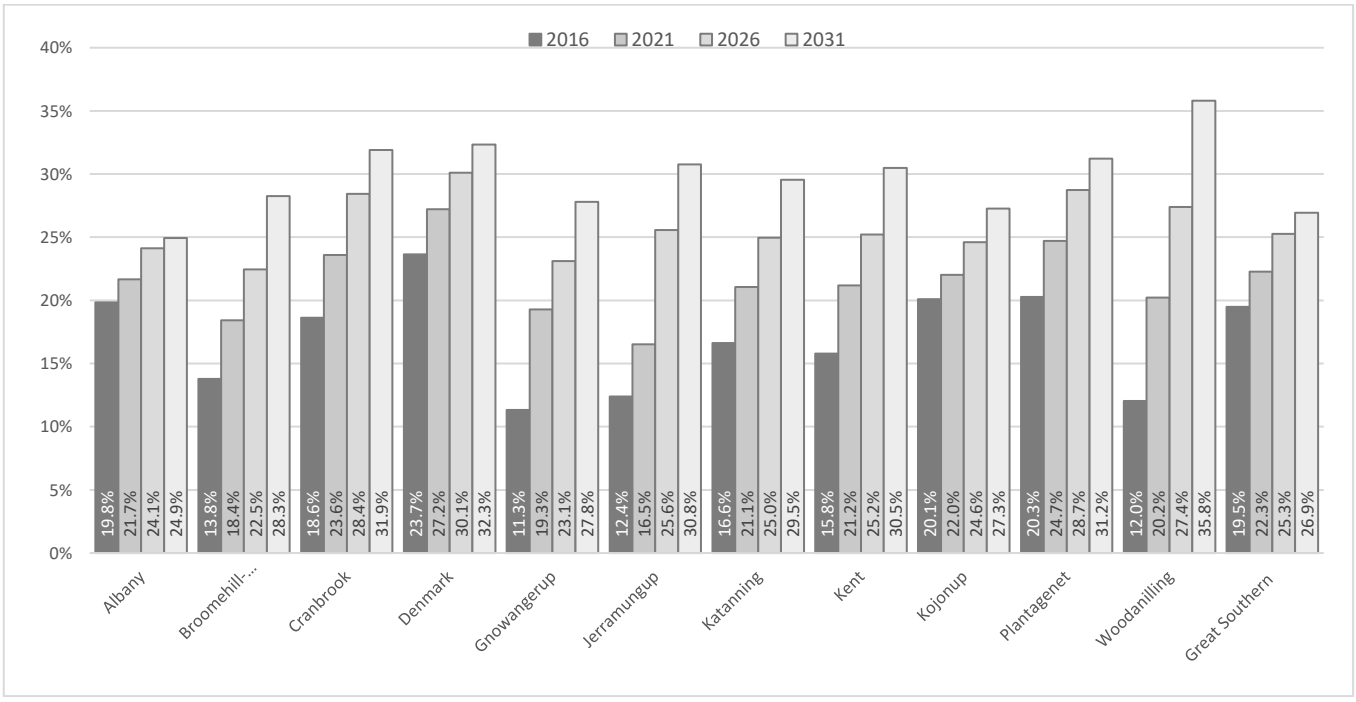


Figure 17. Estimated % of population aged over 65 – DPLH WA Tomorrow 2016

Ethnicity

As recorded in the 2021 census (ABS), over a quarter of the Great Southern's population (26.3%) were born overseas, with a general upward trends since 2001 (Figure 18). Immigration for employment in specific industries (e.g. abattoirs) or through humanitarian visa programs (particularly in Katanning) also contribute to multiculturalism. It is well recognised that immigration makes a net positive contribution to economic growth and provides a work force for several industries (e.g. the region's abattoirs and healthcare and social support). Nevertheless, the increasing trends towards multiculturalism require the consideration of all members of the community when planning for the future.

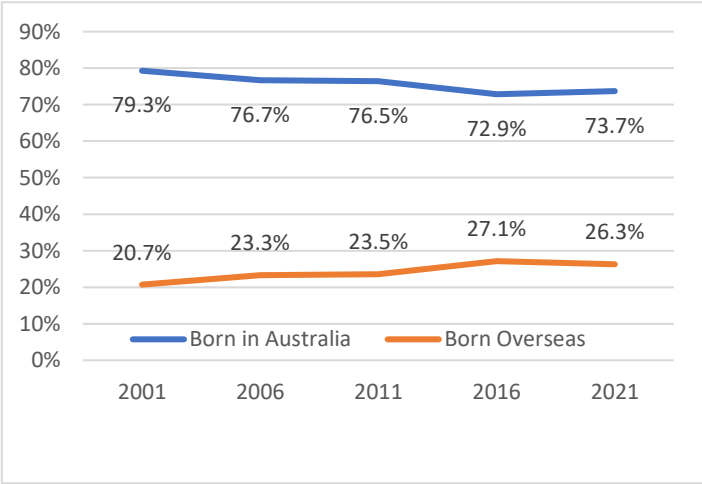


Figure 18. Proportion of Great Southern persons born overseas

Those identifying as Indigenous or Torres Strait Islander in 2021 have increased to 4.0% in the Great Southern, up from 3.8% in 2011 (Figure 19). While the region's Aboriginal workforce is employed across the full range of professions, trades and other occupations, they suffer a significantly higher overall level of disadvantage in terms of socioeconomic status and resources. Initiatives that will grow economic and employment opportunities for Aboriginal residents are therefore fundamental to the long-term prosperity of the region. The South West Native Title Settlement (SWNTS) can make a significant contribution to closing the gap and there is a need to ensure the best possible regional implementation and facilitate Indigenous-defined and led initiatives.

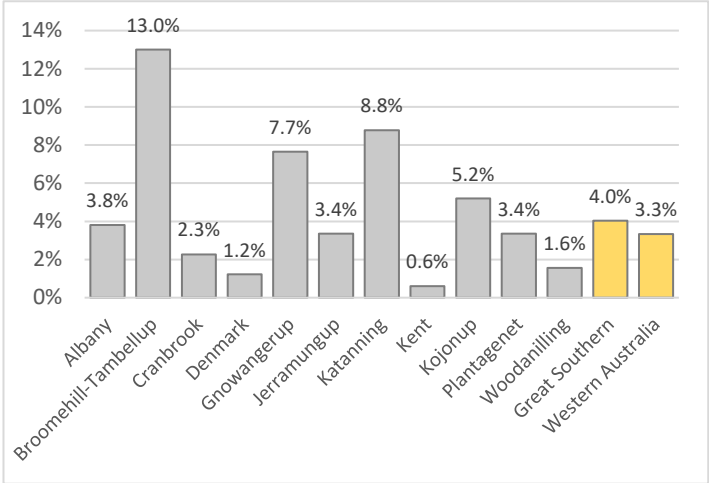


Figure 19. Indigenous proportion of population

Income and Cost of Living

As recorded by ABS in the 2021 census, the median weekly personal income in the region increased to $709, from $423 in 2006. Family and household incomes have also increased, to $1,723 and $1,323, respectively. The highest performing LGA in the region was Kent at $1,103 a week personal income, and the lowest was Plantagenet at $626.

The Great Southern weekly personal income has risen by approximately 3.3% per annum since 2011 (10-year CAGR). Growth in income for the region is similar to that of the national average (3.4%) and higher than the state average (2.5%).

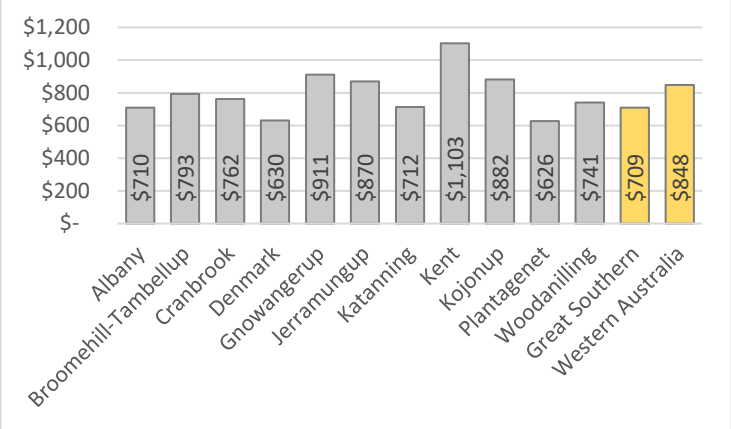


Figure 20. Weekly personal incomes

Table 32. Regional incomes (2021)

	Personal	Family	Household
Albany	$710	$1,757	$1,350
Broomehill-Tambellup	$793	$1,836	$1,366
Cranbrook	$762	$1,762	$1,287
Denmark	$630	$1,491	$1,134
Gnowangerup	$911	$2,034	$1,482
Jerramungup	$870	$1,798	$1,421
Katanning	$712	$1,646	$1,343
Kent	$1,103	$2,187	$1,784
Kojonup	$882	$2,004	$1,446
Plantagenet	$626	$1,491	$1,181
Woodanilling	$741	$1,663	$1,385
Great Southern	***$709***	***$1,723***	***$1,323***
Western Australia	***$848***	***$2,214***	***$1,815***
Australia	***$805***	***$2,120***	***$1,746***

Despite lower incomes, the cost of living for working families is comparable and slightly higher than Perth. The 2021 Regional Price Index[13] is the tenth State Government Index contrasting the cost of a common basket of goods and services at a number of regional locations to the Perth metropolitan region. The Great Southern scores 100.8 overall, with lower costs than Perth for housing but higher costs for all other categories. The region fares better overall than the Kimberley, Pilbara and Gascoyne regions. Only Peel and the South West have a lower overall cost of living than Perth.

[13] *Government of Western Australia, Department of Primary Industries and Regional Development, Regional Price Index 2021*

Table 33. DPIRD regional price indices - cost of living (2021)

	Kimberley	Pilbara	Gascoyne	Mid West	Goldfields-Esperance	Wheatbelt	Peel	South West	Great Southern
Overall	**110.8**	**114.9**	**102.3**	**100.7**	**103.7**	**100.5**	**98.2**	**99.7**	**100.8**
Food	109.2	105.1	100.8	103.8	104.3	102.6	99.9	99.5	100.8
Cigarettes, tobacco, alcohol	103.7	108.8	106.6	108.2	109	107.5	98.9	104.5	102.8
Clothing	100	100	100	96.8	100.6	100.4	99.7	102.6	103.1
Housing	118.1	134.6	104.8	95.7	98.5	95.7	96	100	**98.3**
Household equipment and operation	106.1	105.4	100.5	101.3	105.4	102	96.1	99.5	100.4
Health and personal care	107.2	112.2	104	107.1	113.9	102.6	97.3	110.1	110.7
Transport	107.7	111.6	103.7	98	104.1	102.2	102.5	95.1	100.8
Recreation	109.7	103.8	102.4	105.3	111.6	102.4	98.8	98.7	103.2

Employment

The majority of people in the Great Southern are employed in the health care & social assistance, retail trade, education & training, construction, and accommodation & food services industries. Regional employment has been stable, experiencing 11.7% growth across all industries (an increase of 1,633 jobs) between 2011 and 2016. Declines were experienced in mining (-19 jobs), information media & telecommunications (-13), wholesale trade (-14), and transport, postal & warehousing (-6 jobs), with all other industries experiencing growth. 2021 census data has not yet been released.

The currently reported Great Southern unemployment rate of 3.7% is lower than 4.2% for WA as a whole and 4.6% across Australia (March 2022)[14]. The region's unemployment rate is the amongst the lowest rate it has been since June of 2015, recovering from a significantly high rate of 6.9% in the March quarter of 2017. Despite its current performance, the Great Southern region have experienced notable volatility compared to the state and national averages (Figure 21). Agriculture dominates the regional economy, is a major direct employer and a big indirect employer (e.g. services to the sector). The unpredictability of agricultural most likely contributes to this volatility, together with the relative freedom of movement between the metropolitan area and the region (to and from) as a response to job availability.

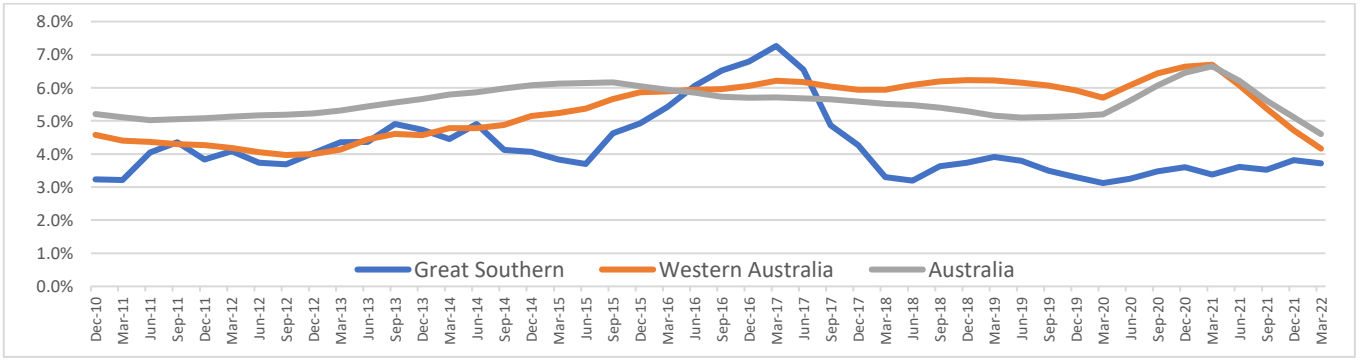


Figure 21. Great Southern unemployment rates over time

Demographic Challenges and Opportunities

When compared to WA and Perth averages, the Great Southern faces greater challenges in a number of areas, including: an ageing population, the outmigration of youth, lower incomes and volatile rates of unemployment:

1. A **growing population** – Balancing the management of growth in coastal towns with improving the sustainability of northern and eastern rural communities represents a major challenge for the region.
2. An **ageing population** – Leading to increased demand in the aged care, housing, retail, recreation and lifestyle industries. It will also require a skilled service sector workforce, drawn from existing unemployed or under-employed residents and from attracting additional workers to move into the region.

[14] https://www.employment.gov.au/small-area-labour-markets-publication-0

3. The **outmigration of youth** – Reducing the availability of worker capital to support ageing populations and future skills needed for future growth and innovation.
4. **Increasing multiculturalism** – With some immigrant cohorts being poorly skilled, having minimal English, continuing to experience health issues, and struggling to become active members of the community.
5. **Lower personal incomes** than state and Greater Perth averages, but **comparable costs of living** – Contributing to disadvantage.
6. **Volatile rates of unemployment** compared to state and national averages – Creating uncertainty that may, for example, exacerbate disadvantage and outmigration of youth.

Despite these challenges presenting obvious socio-economic issues, they also present a number of opportunities for growth and development, particularly in diversified infrastructure and asset development.

Table 34. Demographic needs and opportunities

Need	Opportunities
1. Continued growth in the region requires concomitant growth in the economy and employment prospects to cater for the growth, together with social development. 2. An ageing population demands differing levels of infrastructure and services compared with a younger demographic, such as recreational needs, aged care services and healthcare. 3. There is a strong need to attract and retain youth, not only to refresh an ageing workforce, but also to provide ongoing critical support services to an ageing population. This requires appropriate infrastructure and services. 4. Initiatives that will grow economic and employment opportunities for Aboriginal residents are fundamental to the long-term prosperity of the region. 5. Infrastructure and services also need to cater for increasing multiculturalism, with diversified cultures presenting differing needs and desires and to reduce community discrimination. 6. Lower incomes and volatile unemployment present significant hindrances, particularly as the cost of living in the Great Southern is comparable to that of metropolitan areas.	1. An ageing population presents new opportunities for employment, for example in recreational fields and healthcare. 2. Diversified recreational, cultural and educational infrastructure and assets could serve to attract and retain a younger age demographic, acting to reduce youth outmigration and cater for the multicultural community. 3. Diversification of the region's economy and stimulation of sectors such as culture, education, and tourism could help address comparative disadvantage in incomes and reducing the rate of unemployment. 4. With the further development of agriculture, services, culture-based tourism and mineral resources, there will be significant opportunities for Aboriginal people who have the skills to secure permanent jobs in these areas of the economy. 5. Significant opportunities exist associated with multicultural diversity and potential export markets (such as bush tucker, aquaculture products, agricultural products prepared for specific international markets (e.g. halal lamb).

Economic Context

Gross Regional Product

The estimate of Gross Regional Product (GRP)[15] for the Great Southern was $5.12 billion in 2021 (REMPLAN), with an average annual growth rate of 6% from 2016. 62.3% ($3.19 billion) of GRP is contributed by Albany. Per capita GRP in the region is $86,552 (comparable to national GDP per capita but much lower than per capita Gross State Product (GSP), due to the relatively small extractive industry in the region). It is amongst the lowest of WA regions (ahead only of the Peel region). However, the region has experienced comparatively strong growth since 2016 (AAGR 6%), stronger than the South West (5.4%), Wheatbelt (-1.2%) and Kimberley (0.3%) regions.

[15] *GRP is the net measure of wealth generated by the region - all forms of final expenditure, including consumption by households, consumption by governments, additions or increases to assets (minus disposals) and exports (minus imports) are added together.*

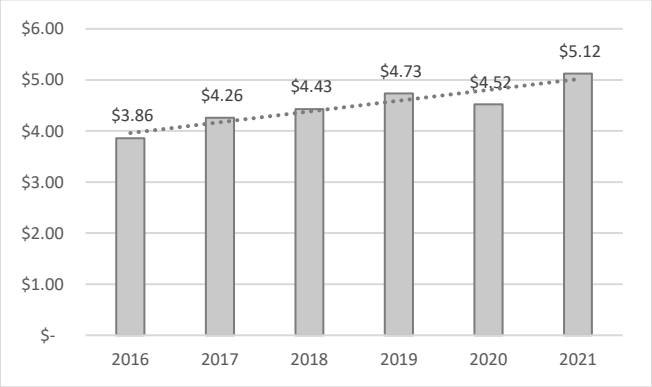


Figure 22. Great Southern GRP (2016-2021)

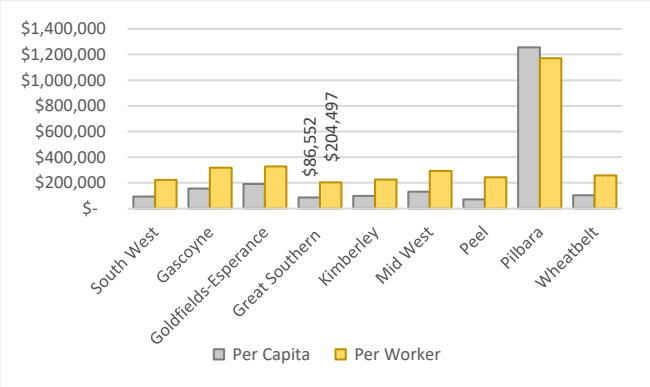
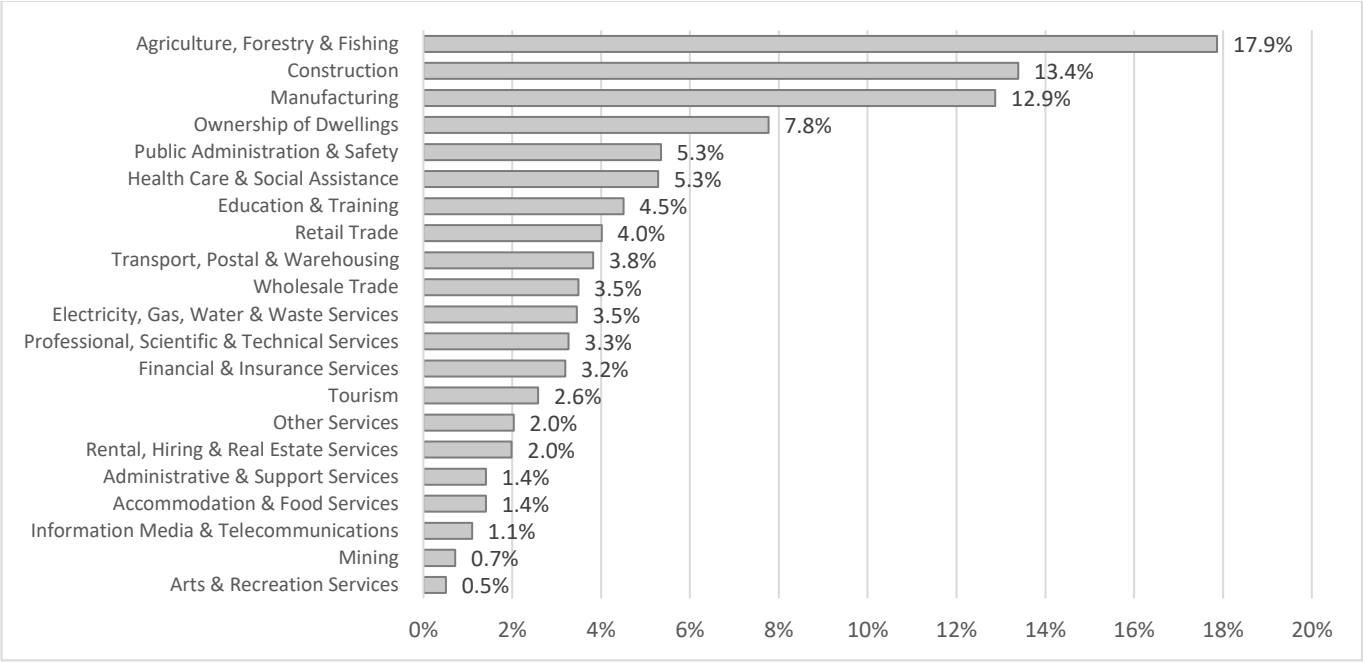


Figure 23. Regional per capita and worker GRPs

Industry Output and Value Added

In 2021, the total direct output[16] of the region was $10.28 billion (1.5% of total state output). The highest output industries were agriculture, forestry & fishing ($1.8 billion – 18%), construction ($1.4 billion – 13%) and manufacturing ($1.3 billion – 13%). Of the total regional output, Albany generated 59.6% ($6.1 billion). Tourism makes an important contribution to regional output at 2.6%.



When looking at industry value-added[17], agriculture, forestry & fishing still leads in the region, but is followed by ownership of dwellings and construction. Other high value-adding sectors include healthcare & social assistance and education & training. Tourism also made an important contribution at $118.8 million in 2021.

The region as a whole is a net exporter ($605.9M), but this is heavily reliant on the agriculture, forestry & fishing industry. To a smaller extent, manufacturing, accommodation & food services, education & training, mining, wholesale trade, and electricity, gas, water & waste services also contribute as net exporting industries. Notable net imports in the region include construction, financial & insurance services, professional, scientific & technical services, rental, hiring & real estate services. These sectors represent opportunities for growth.

[16] *Output data represent the gross revenue generated by businesses/organisations in each of the industry sectors in a defined region. Gross revenue is also referred to as total sales or total income.*

[17] *Value-Added represents the marginal economic value that is added by each industry sector in a defined region. Value-Added is calculated by subtracting local expenditure and expenditure on regional imports from the output generated by an industry sector. Value-Added by industry sector is the major element in the calculation of Gross Regional Product (GRP)*

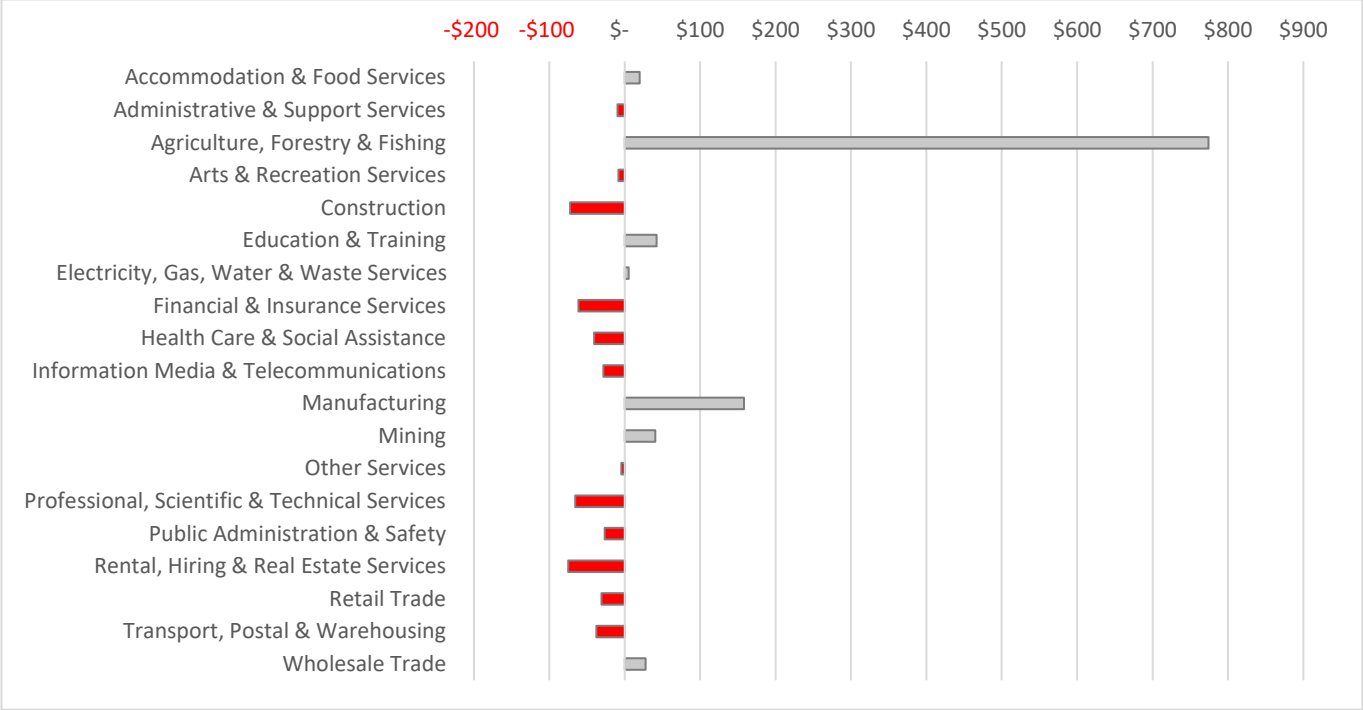


Figure 24. Great Southern net exports

Industry Sector Focus

Small Business

The Great Southern has the most dynamic small business community in the state. In 2021, there were 108.6 small businesses (0-19 employees) per 1,000 residents in the region, well above the state average of 84.06 and the highest of any region in WA (REMPLAN 2021). This reflects the region's strong commercial and entrepreneurial culture, the creation of small business for lifestyle reasons and exposure to industries dominated by small businesses. Because of this strength, the region is not structurally reliant on a few large employers. Small business represents 97.9% of all business activity in the region. A 50.3% share of business within the Great Southern is in the City of Albany (Figure 25). Of this, 97.5% are small businesses, with 86.9 small businesses per thousand residents, lower than the regional average but still higher than the state average.

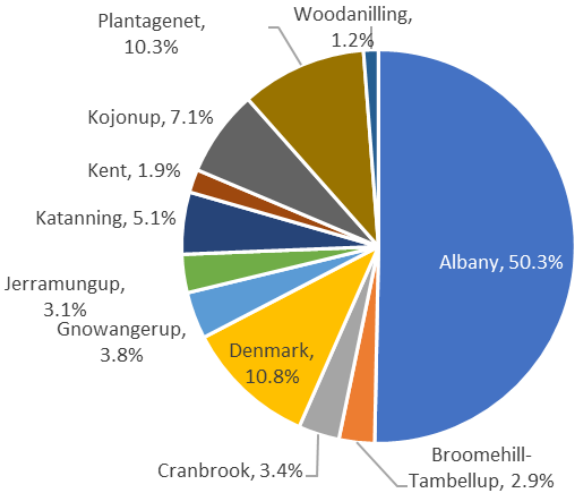


Figure 25. Share of business in the region

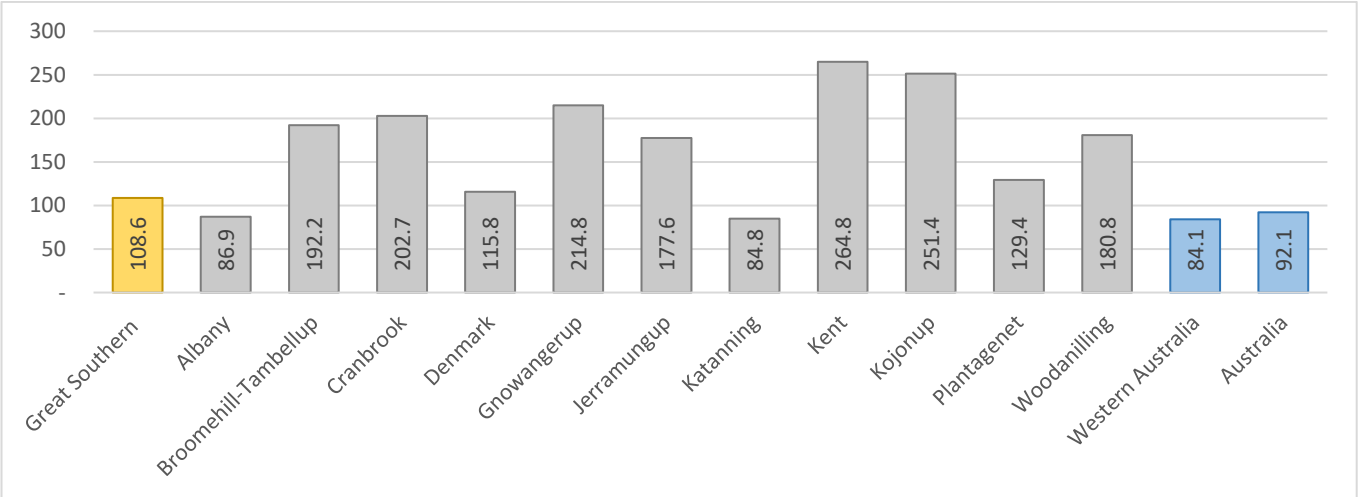


Figure 26. Small businesses per 1,000 residents

Of Great Southern small businesses, 35.9% are in agriculture, forestry & fishing, followed by construction at 13.2% and rental, hiring and real estate services at 10.7%.

Tourism

Tourism WA provides the most current overnight visitation statistics for the Great Southern[18]. It is noted, however, that data since 2019 is not considered highly reflective of current and future scenarios as 2020 and 2021 visitation was heavily impacted by COVID-19 restrictions. Table 35 provides a summary of overnight visitor statistics for 2016-2021. As can be seen, annual average visitors reported in the 2021 factsheet have increased by an average 6.0% per annum on the previous years; however, estimated visitor nights has decreased and length of stay has also fallen. This is true even when only looking at 2016-2019 average annual change.

Table 35. Albany visitation statistics

Visitor Type	Annual Average Visitors					2016-2021 AAGR	2016-2019 AAGR
	2016/17	2017/18	2018/19	2019/20	2020/21		
Estimated Visitors							
Intrastate	591,000	574,000	639,000	652,000	640,000	2.16%	4.22%
Interstate	54,000	55,000	79,000	63,000	30,000	-6.79%	22.74%
International	57,000	57,000	67,000	45,000	9,000	-23.82%	8.77%
Total	701,000	686,000	784,000	759,000	679,000	-0.40%	6.07%
Estimated Visitor Nights							
Intrastate	2,271,000	1,940,000	2,048,000	2,243,000	2,362,000	1.45%	-4.50%
Interstate	226,000	187,000	240,000	179,000	121,000	-11.68%	5.54%
International	513,000	476,000	467,000	347,000	117,000	-25.27%	-4.55%
Total	3,010,000	2,603,000	2,755,000	2,769,000	2,600,000	-3.32%	-3.84%
Average Length of Stay (Estimated Nights)							
Intrastate	3.8	3.4	3.2	3.4	3.7	-0.65%	-8.61%
Interstate	4.2	3.4	3.0	2.8	4.0	1.52%	-14.70%
International	9.0	8.4	7.0	7.7	13.0	13.87%	-11.87%
Total	4.3	3.8	3.5	3.6	3.8	-2.56%	-9.51%

Economic Challenges and Opportunities

Although the Great Southern faces challenges, such as heavy reliance on few industries and competition for tourism with the South West region, the region performs well in several areas compared to WA and Australia as a whole. The region also possesses a great number of important assets, across a diverse range of sectors, which provide significant opportunities for development, enhancement and promotion to improve the attractiveness of the Great Southern as a vibrant and valuable place to live, work, visit, study and invest.

Challenges

1. Per capita GRP is lower than in WA as a whole, and of all other regions apart from Peel.
2. Industry is dominated by agriculture, manufacturing and construction.
3. Competition in the tourism sector is increasing regionally (particularly with the South West), and internationally.
4. The region's population is ageing, with potentially profound and far reaching impact on the longer-term outlook, including productivity declines as the workforce retires, increased costs of health and welfare services, and potential for a long-run population decline.
5. Current transport infrastructure limits industry and business growth, particularly related to visitation and export markets.
6. Young people in regional Australia are less likely to aspire to higher education than their urban counterparts, and if they do decide to continue their education, many leave the regions in order to do so. In the Great Southern, this is in part due to perceived gaps in the region's secondary and higher education sector infrastructure.
7. Rapid changes in technology will require concomitant upgrades to infrastructure to support them.

[18] *The Great Southern Region, Overnight Visitor Factsheet 2021, Prepared by Tourism WA Insights and Planning, July 2022*

Table 36. Economic needs and opportunities

Need	Opportunities
1. Diversification of industry is required to boost performance and to provide support in times when certain industries experience downturns. 2. Strong competition in the tourism sector within WA necessitates an integrated, differentiated tourism package offering. 3. There is a need to encourage new investment and expenditure within Albany and throughout the region, where the Great Southern currently tends to circulate existing capital or leak it to other regions and states. 4. Albany and the region need to provide visitors with adequate access to its unique culture and heritage, which will in turn stimulate spending within the local economy. 5. Diversified infrastructure and assets are needed to attract and retain younger age people in the population and bolster tertiary educational enrolments. 6. Increasing the effective reach of professional and knowledge-intensive service businesses requires the use of virtual and outreach delivery models and ensuring that Albany and Great Southern businesses are web-enabled, based on both current and emerging technologies. 7. Continued enhancement of technology and communication infrastructure is required to support growth in diverse demographic groups.	1. International tourism is growing globally, and these tourists are the highest spending cohort. Competing effectively for international tourists will make a substantial contribution to the Albany and Great Southern economies. 2. Albany and the Great Southern has a wealth of untapped potential in local produce and niche primary production or manufacturing opportunities for international export markets, particularly to service growing Asian markets such as China, Indonesia, Malaysia and India. 3. There are opportunities for value-adding industries and to diversify the economy. 4. Albany and the Great Southern are home to significant heritage and cultural assets, such as Aboriginal sites and historic buildings, which can be developed and promoted as important drawcards for visitation. 5. The region host a diversity of events, with strong opportunities to enhance and better promote the City as an important heritage and cultural hub of activity. 6. Albany and the Great Southern are home to many important natural assets, with strong potential to attract domestic and international tourists. Sustainable ecotourism, if managed sensitively, represents a growth opportunity for the region. 7. There are opportunities to grow the market for digital nomads and remote workers by promoting the region's competitive advantages (e.g. clean and green, low cost of living and property prices in many LGAs, diverse and vibrant cultures, etc.), serving to bring new money and expertise into the region and further diversifying the population base. However, attracting the tech sector requires continued investment in region's ICT infrastructure, and addressing current coverage and connectivity issues.

Appendix B: Background to Cost-Benefit Analysis

Background

Cost-benefit analysis is a useful economic tool to evaluate the case for a project or proposal against the *status quo*. Importantly, it allows for an assessment in economic terms of intangible values. The impacts of a proposal for investment or intervention in a market are measured in terms of the economic, social and environmental costs and benefits. Costs represent the public's willingness-to-pay to avoid the resulting consequences of the intervention, whereas benefits reflect the public's willingness-to-pay for the consequences. The evaluation of a particular proposal considers the effects on the community as a whole, in order to give a 'global' perspective. As far as possible, costs and benefits are expressed in monetary terms, although assigning monetary values to some intangible effects can prove difficult. The primary purpose of the analysis is to identify the social net benefit of a specific intervention or investment proposal. Essentially, the cost-benefit process aims to determine whether the total estimated benefits resulting from a proposal exceed the estimated costs, and therefore, whether the project would result in an economically efficient allocation of resources.

Assessing Net benefits

In order to assess the overall value of the net benefits of an investment proposal, three measures are most commonly used. These measures are outlined below:

- **Net Present Value**: The net present value (NPV) of an investment scheme is the sum of the discounted net benefits. The net benefits are simply the expected total costs of a project in one year, subtracted from the expected total benefits in that same year. The stream of net benefits is then discounted to present day values using a discount rate. A reasonable starting point for a discount rate is the government's borrowing rate, i.e. the cost of funds to the government. Note, however, that such a discount rate does not generally reflect the true social opportunity cost of capital, i.e. the return on funds that could be realized by an alternative project or program. The sum of the discounted net benefits will give the net present value of the project. If the NPV is greater than zero, then the estimated total benefit exceeds the estimated total cost and the project will be socially beneficial. A project should go ahead if the NPV is greater than or equal to one (NPV ≥ 1).
- **Internal Rate of Return**: The internal rate of return (IRR) measures the yield on investment. It is the interest rate that when substituted into the NPV formula gives an NPV of zero. When the NPV is zero, the IRR is equal to the discount rate and so a positive IRR implies that the project will earn more than the discount rate, or cost of capital. It is an indicator of the efficiency of an investment proposal, whereas the NPV indicates the magnitude of the net benefits that are expected to be generated from the proposal. A particular investment project is socially beneficial if the IRR exceeds the rate of return that is estimated to flow from alternative investments.
- **Benefit-Cost Ratio**: The benefit-cost ratio (BCR) is simply a measure of the present value of the benefits of a proposal divided by the present value of the capital or non-recurrent costs. If the BCR of a project is greater than one, the NPV will be greater than zero and so the project will be socially beneficial.

Efficiency Concepts

The benefits resulting from a proposed project are valued in terms of the public's **willingness-to-pay** for them. A consumer's willingness-to-pay for a good or service consists of two elements: actual expenditure and consumer surplus.

- **Consumer surplus** measures the benefit to a consumer of being able to purchase a product or service at a lower price than what they would have been willing to pay. Consumer surplus is maximized when there is allocative efficiency.
- **Allocative efficiency** refers to the overall efficient allocation of resources. The term refers to the situation where resources are allocated in a way that maximizes net benefit. Allocative efficiency is maximized where the benefit to an individual of consuming the last unit of a good is equal to the cost of consuming that unit, i.e. marginal benefit equals marginal cost.
- **Productive Efficiency** is used to describe the situation where a set of goods or services are produced at the lowest possible cost.

- The costs resulting from a proposed project are valued according to other people's willingness-to-pay for the resources involved. That is, the **opportunity cost** of the resources involved in a particular project.
- **Opportunity cost** refers to the value of a resource in its best alternative use. For example, when evaluating the case for a particular investment scheme, the benefits that may result from investing the resources elsewhere should be assessed. The benefit of investment elsewhere is equal to the opportunity cost of the proposed investment scheme. Note that, the costs of employing a resource should be considered 'sunk' if the opportunity cost is equal to zero.

Distributional impacts

The impacts would be expected to be highly distributional. In order to fully capture the distributional impacts in this case, the local economic benefits for the regions surrounding the development will be taken into consideration, including their local multiplier effects. While taking a state-level view of the impacts may not merit inclusion of local economy multipliers, this approach would mask the highly distributional impacts of the closure of regional primary development.

Assumptions

Discount Rate

Infrastructure Australia requires that cost-benefit analyses are presented for the following real discount rates:

- 4 percent;
- 7 percent (central estimate); and
- 10 percent.

The debate on which rate should be used to discount future benefits and costs in cost benefit analysis has been ongoing for many decades, and there are a range of estimation methods. However, the 7 percent central estimate proposed by Infrastructure Australia (and sensitivity testing) is in accordance with the majority of national, state and territory guidelines on cost benefit analysis and is based on the opportunity cost of capital in the market sector. The Office of Best Practice Regulation 2014 cost benefit analysis guidelines require use of an annual real discount rate of 7 percent[19].

Timeline

A period of 25 years has been assumed for the cost-benefit analyses, corresponding to a reasonable assessment of the time period before further significant capital injections may be required, subject to legislative changes in the meantime.

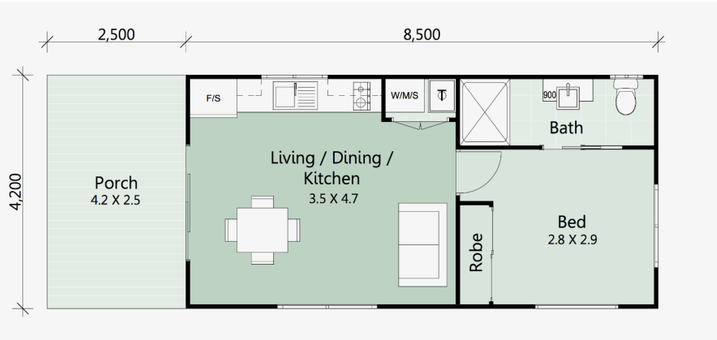
Multipliers

The multiplier effect refers to the idea that a rise in direct spending in an economy can cause a consequent rise in secondary spending, leading to an increase in income which exceeds the original rise in direct spending. The multiplier effect is illustrated in the Keynesian Multiplier Model. In cost-benefit analyses, multipliers are often excluded as the impacts at state-level generally balance out if expenditure is merely shifted from one place to another. However, in the current analyses, local multipliers have been retained in order to fully capture the distributional impacts on the local regional economy. A variety of multipliers could be used, depending on the method of measurement and the geographical scope of the multiplier. In this analysis, a conservative multiplier of 1.78 has been used for the flow-on impacts of an increase in visitor spend.

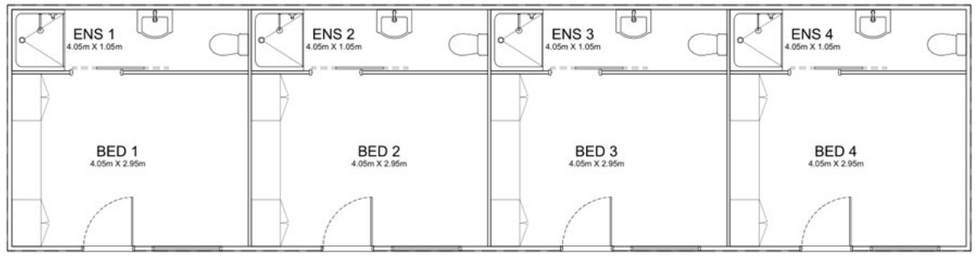
Inflation

Inflation has not been included in the calculations. The costs and benefits are at today's rates. The exception is where capital costs have been escalated, based on the fact that construction costs are increasing much faster than CPI.

[19] *Commonwealth Office of Best Practice Regulation (2014) OBPR Guidance Note – Cost-Benefit Analysis.*



1 BED 35m2 CABIN EXAMPLE PLAN + DECK



4 BED + ENSUITE ACCOMODATION BLOCK EXAMPLE (+ DECK TO FRONT)











CABIN + ACCOMMODATION EXAMPLES



CARAVAN PARK EXAMPLES





DRIVE-THRU CARAVAN BAYS



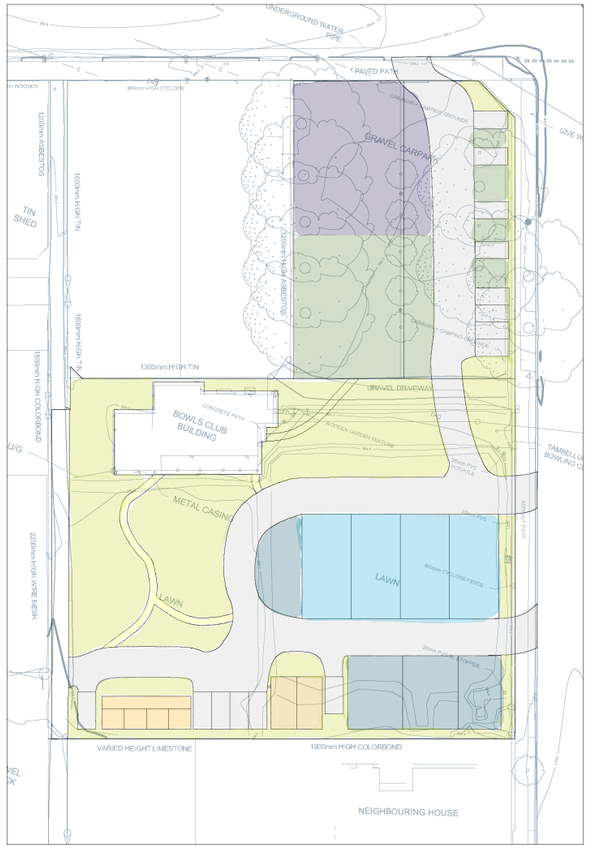
FORMER BOWLING GREEN SITE - TAMBELLUP

TAMBELLUP CARAVAN PARK
CONCEPT PLANNING
EXAMPLE SITES + CABINS
NOVEMBER 2022

H+H architects
ALBANY + KALGOORLIE + BUNBURY
Kinjarling + Karlkurla + Koombana

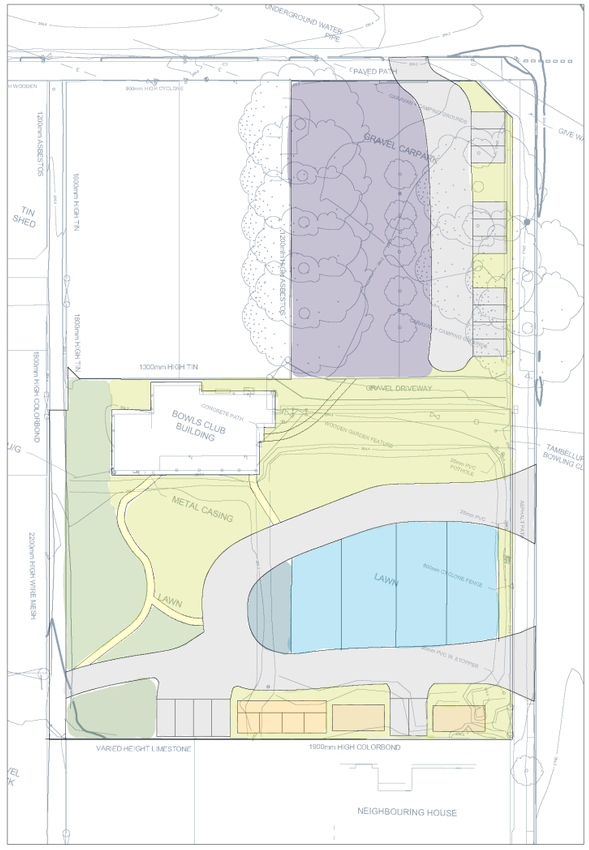
KEY DESIGN ASPECTS

- A COMBINATION OF CARAVAN SITES, CABINS, TENT SITES AND OVERFLOW PARKING / UNPOWERED SITES
- CABINS SUGGESTED TO BE ORIENTATED TO FACE NORTH WHERE POSSIBLE
- CABINS SUGGESTED TO BE LOCATED AT THE SOUTH OF THE SITE ALONGSIDE THE NEIGHBOURING RESIDENTIAL HOUSE TO CREATE A NOISE BUFFER ALONG THIS BOUNDARY (OPTION 1 AND 2)
- OPEN RECREATION SPACE ADJACENT TO THE EXISTING BUILDING TO ALLOW FOR OUTDOOR REC AND DINING SPACE, CLOSE TO AMENITIES
- ALL CARAVAN SITES TO FIT A MINIMUM 9M CARAVAN (INCLUDING DRAW BAR) AND VEHICLE SPACE ALONGSIDE, AND ANNEXE SPACE
- ROAD WIDTHS AND BAYS TO MEET THE CARAVAN AND CAMPING GROUND REGULATIONS
- MINIMISING INFRASTRUCTURE AND DEVELOPMENT ON THE NORTHERN SITE, AND USING THIS MAINLY AS- IS / OVERFLOW SITES AND PARKING



OPTION 1

- DESIGNED WITH 4 X DRIVE-THROUGH CARAVAN BAYS, AND 3 X LARGE CARAVAN BAYS
- 1 BED CABINS AND 4 BED ACCOMMODATION BLOCK TO THE SOUTH WEST OF THE SITE (1 DISABLED ACCESS COMPLIANT CABIN AND PARKING BAY)
- SUGGESTED FENCING TO THE ROW FOR PRIVACY AND SECURITY, WITH AN ACCESS GATE FOR PEOPLE TO WALK TO THE SHOPS AND TOWN SQUARE
- DRIVE THROUGH OPTION FOR PARKING ALONGSIDE TENT SITES ON THE NORTHERN SITE
- INFORMAL VEHICULAR ACCESS TO RESIDENCE NORTH OF EXISTING BUILDING MAINTAINED



OPTION 2

- DESIGNED WITH 4 X DRIVE-THROUGH CARAVAN BAYS
- ONE WAY DRIVE THROUGH OPTION THROUGH TO THE ROW (IF THE SITES ADJACENT WERE DEVELOPED IN THIS FUTURE, THIS ACCESS ROAD COULD BE TERMINATED IF REQUIRED)
- 1 BED CABINS AND 4 BED ACCOMMODATION BLOCK TO THE SOUTH OF THE SITE (1 DISABLED ACCESS COMPLIANT CABIN AND PARKING BAY)
- TENT SITES TO THE WEST OF THE SITE (WITHOUT PARKING ALONGSIDE)
- SUGGESTED FENCING TO THE ROW FOR PRIVACY AND SECURITY, WITH AN ACCESS GATE FOR PEOPLE TO WALK TO THE SHOPS AND TOWN SQUARE
- PARKING ON THE NORTH SITE
- OVERFLOW / UNPOWERED SITES AS-IS ON THE NORTH SITE
- INFORMAL VEHICULAR ACCESS TO RESIDENCE NORTH OF EXISTING BUILDING MAINTAINED

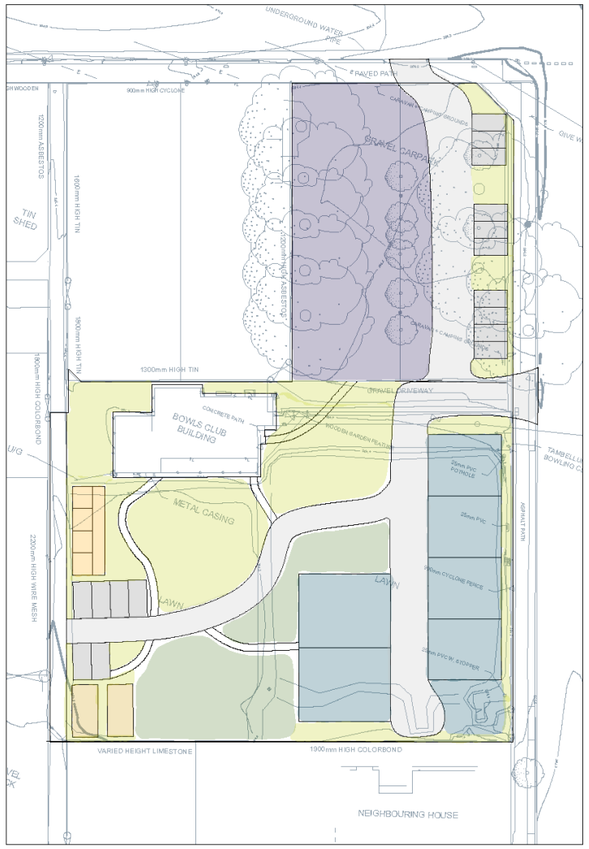
LEGEND

- RECREATION SPACE
- POWERED DRIVE-THRU CARAVAN SITES
- POWERED CARAVAN SITES
- TENT ZONE
- 1 BED CABIN
- 4 BED BLOCK ACCOMMODATION
- PARKING
- OVERFLOW PARKING / CAMPING

TAMBELLUP CARAVAN PARK
CONCEPT PLANNING
SITE LAYOUT OPTIONS
NOVEMBER 2022

N

H+H architects
ALBANY + KALGOORLIE + BUNBURY
Kinjarling + Karlkurla + Koombana



OPTION 3

- 4 X SMALLER CARAVAN SITES, 2 X LARGER CARAVAN SITES
- 1 BED CABINS AND 4 BED ACCOMMODATION BLOCK ALONG THE ROW BOUNDARY (1 DISABLED ACCESS COMPLIANT CABIN AND PARKING BAY)
- ONE WAY DRIVE THROUGH OPTION THROUGH TO THE ROW
- TENT SITES ON THE SOUTH OF THE SITE
- PARKING ON THE NORTH SITE
- OVERFLOW / UNPOWERED SITES AS-IS ON THE NORTH SITE
- INFORMAL VEHICULAR ACCESS TO RESIDENCE NORTH OF EXISTING BUILDING MAINTAINED



OPTION 4

- DESIGNED WITH 4 X DRIVE-THROUGH CARAVAN BAYS, AND 3 X LARGE CARAVAN BAYS
- 1 BED CABINS AND 4 BED ACCOMMODATION BLOCK TO THE NORTHERN SITE FACING CROWDEN AND TAYLOR STREETS (1 DISABLED ACCESS COMPLIANT CABIN AND PARKING BAY)
- SUGGESTED FENCING TO THE ROW FOR PRIVACY AND SECURITY, WITH AN ACCESS GATE FOR PEOPLE TO WALK TO THE SHOPS AND TOWN SQUARE
- INFORMAL VEHICULAR ACCESS TO RESIDENCE NORTH OF EXISTING BUILDING MAINTAINED

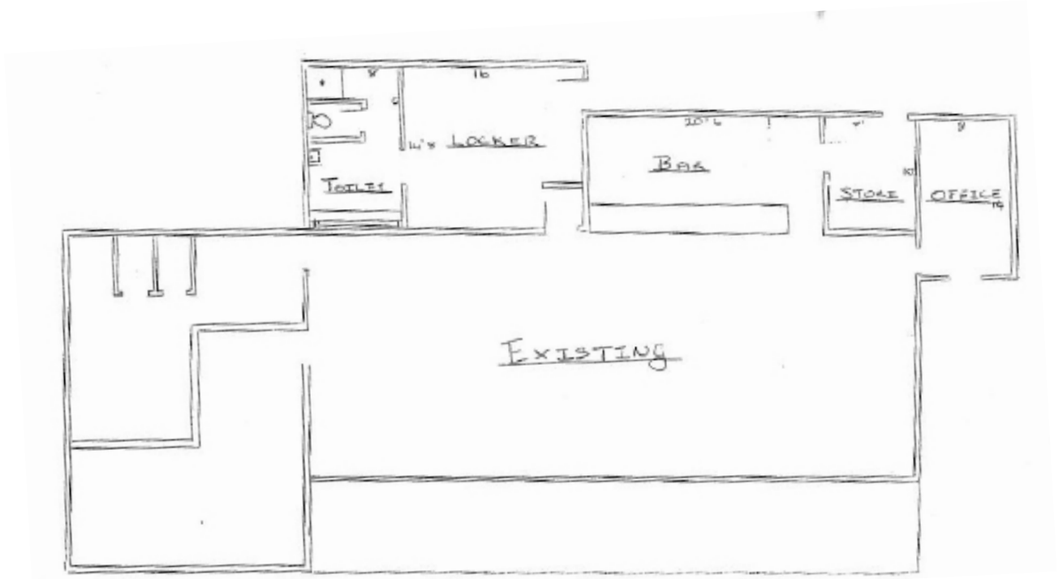
LEGEND

- RECREATION SPACE
- POWERED DRIVE-THRU CARAVAN SITES
- POWERED CARAVAN SITES
- TENT ZONE
- 1 BED CABIN
- 4 BED BLOCK ACCOMMODATION
- PARKING
- OVERFLOW PARKING / CAMPING

TAMBELLUP CARAVAN PARK
CONCEPT PLANNING
SITE LAYOUT OPTIONS
NOVEMBER 2022

N

H+H architects
ALBANY + KALGOORLIE + BUNBURY
Kinjarling + Karlkurla + Koombana



FLOOR PLAN PROVIDED BY THE SHIRE OF BROOMEHILL TAMBELLUP

POSSIBLE REFURBISHMENT WORKS TO THE EXISTING BUILDING

REFURBISHMENT WORKS TO THE EXISTNG FORMER CLUBROOM BUILDING COULD BE UNDETAKEN TO CREATE NEW, COMPLIANT AMENITIES AND CAMP KITCHEN FOR STAGE 2 OF THE CARAVAN PARK.

- REMOVE AND REPLACE BATHROOMS AND ADD A NEW COMPLIANT UAT
- REMOVE AND REPLACE KITCHEN WITH CAMP STYLE KITCHEN WITH STAINLESS STEEL BENCHES ETC
- NEW LAUNDRY ROOM WITH TROUGH AND WASHING MACHINE
- NEW FLOOR COVERINGS
- NEW BBQ ON THE VERANDAH
- NEW INTERNAL AND EXTERNAL LIGHTING
- NEW INTERNAL AND EXTERNAL PAINTING

HOWEVER, DUE TO THE EXTENT OF WORKS THAT COULD BE REQUIRED TO REFURBISH THIS BUILDING, IT MAY BE MORE ECONOMICALLY FEASIBLE TO DEMOLISH AND REBUILD A NEW ABLUTIONS BLOCK AND CAMP KITCHEN. BOTH OPTIONS WOULD REQUIRE FURTHER INVESTIGATION.













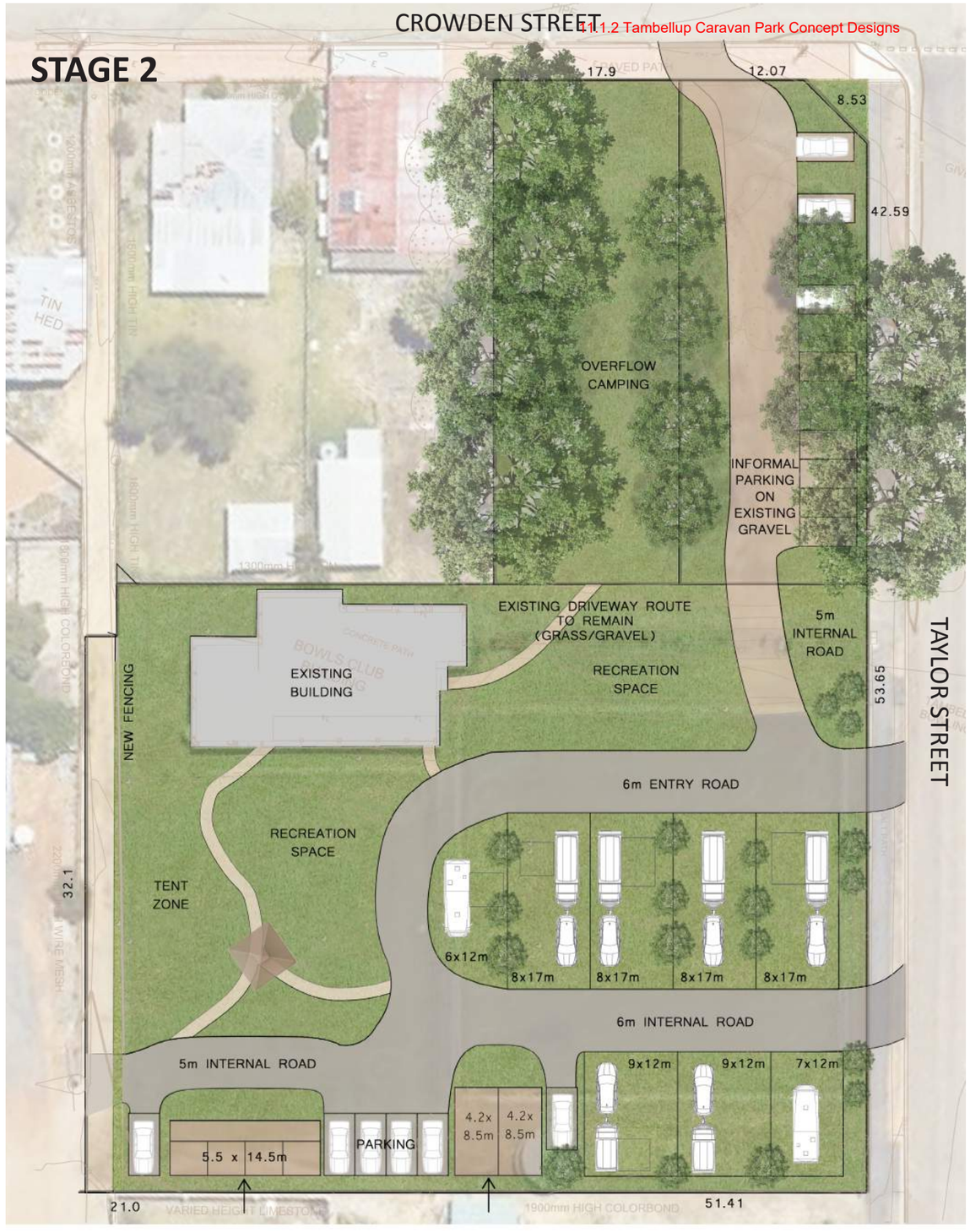
EXISTING FORMER BOWLING CLUB ROOMS

TAMBELLUP CARAVAN PARK
CONCEPT PLANNING
EXISTING BOWLING CLUBROOMS
NOVEMBER 2022

N

H+H architects
ALBANY + KALGOORLIE + BUNBURY
Kinjarling + Karlkurla + Koombana





TAMBELLUP CARAVAN PARK

CONCEPT PLANNING

SITE PLAN 1:500

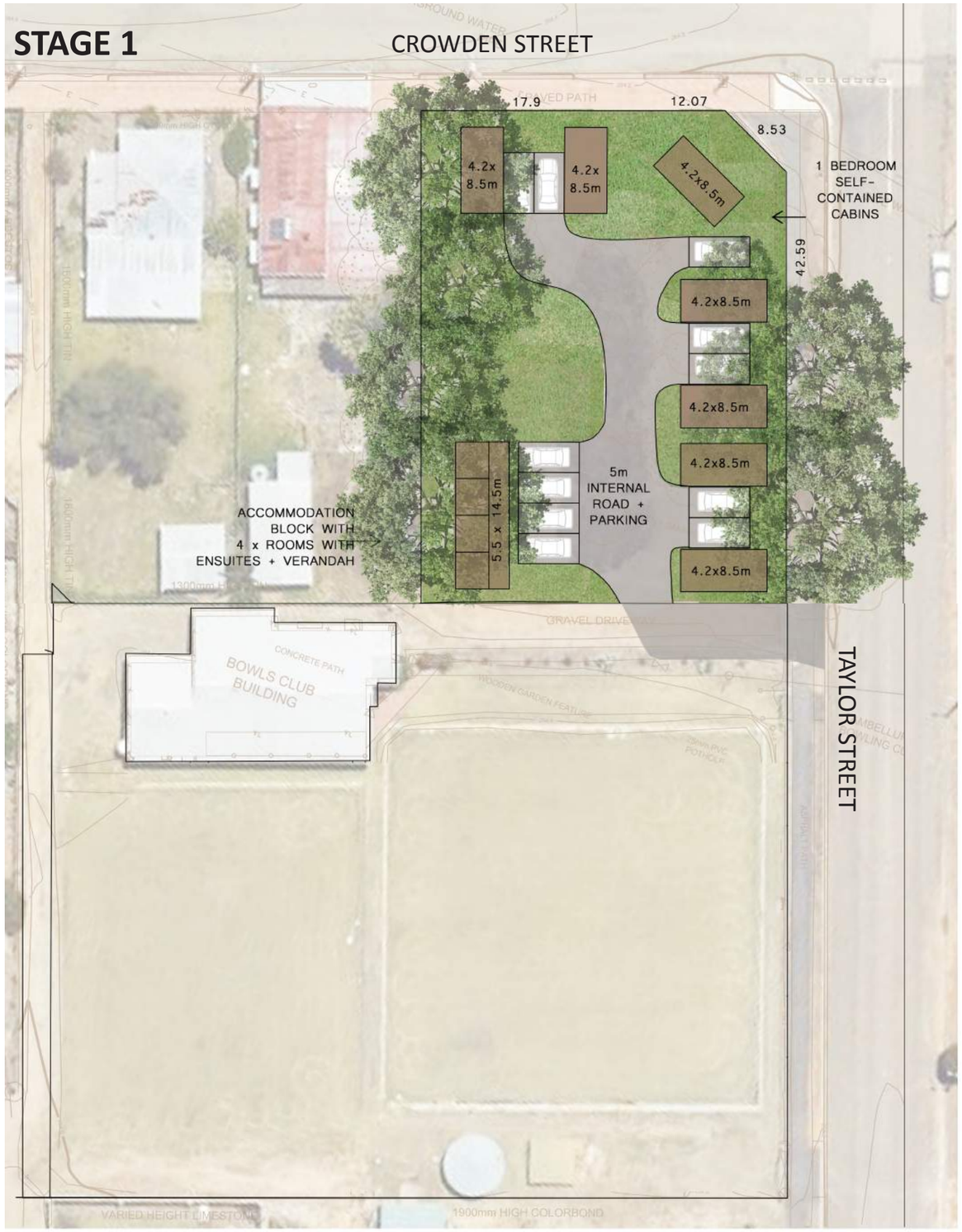
OPTION 1 (SHOWN IN STAGES 1 AND 2)

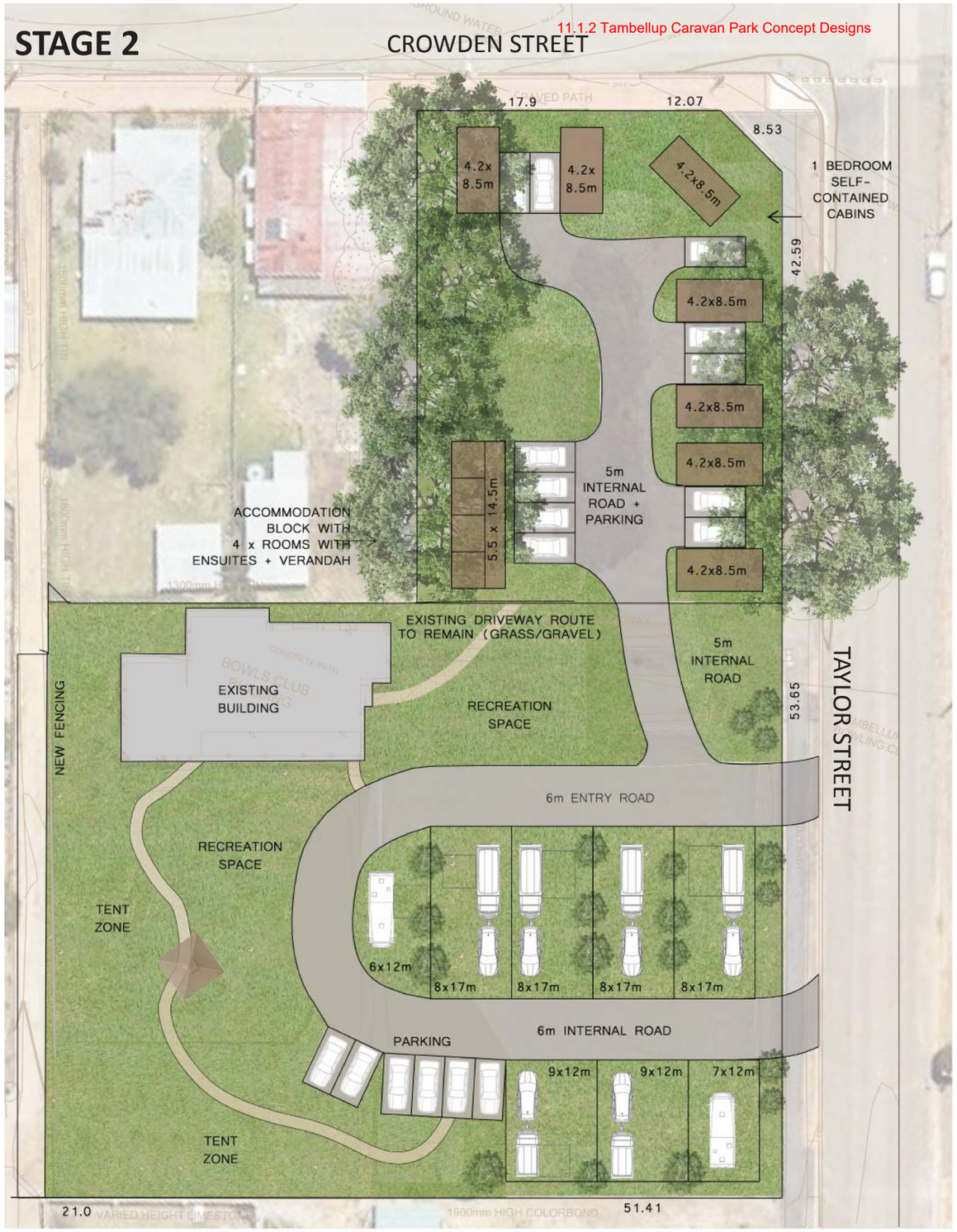
N

H+H architects

ALBANY + KALGOORLIE + BUNBURY

Kinjarling + Karlkurla + Koombana





TAMBELLUP CARAVAN PARK
CONCEPT PLANNING
SITE PLAN 1:500
OPTION 4 (SHOWN IN STAGES 1 AND 2)

N

H+H architects
ALBANY + KALGOORLIE + BUNBURY
Kinjarling + Karlkurla + Koombana

QUANTITY SURVEYORS

HW & Associates
ABN 62 650 513 410
Suite 88
City West Centre
102 Railway Parade
WEST PERTH WA 6005
Ph: (08) 9321 0102

22104102.001

4 November 2022

H +H Architects
75 Victoria Street
Bunbury WA 6230

Attention: Sarah Moir

Dear Sarah,

TAMBELLUP CARAVAN PARK
CONCEPT DESIGN ESTIMATE

We have prepared a concept design estimate for the 4 proposed options for the proposed caravan park at Tambellup.

The following costs provide a unit sum for each of the transportable units, inclusive of supply, delivery, installation, on-site fitout works, siteworks (Incl. deck and pergola) and site service connections. These costs form a basis for inclusion in each of he four options.

1 Bedroom Modular Unit 8200 x 4200

Perth based Modular Costs	$130,000
Transportation & Fixing Modules	8,000
Site Based Fitout Works	15,000
Siteworks & Services	44,000
	197,000
Locality Allowance – External Works & Services Only	15,000
	$212,000

4 Bedroom Modular Unit 14500 x 4200

Perth based Modular Costs	$250,000
Transportation & Fixing Modules	16,000
Site Based Fitout Works	33,000
Siteworks & Services	117,000
	416,000
Locality Allowance – External Works & Services Only	38,000
	$454,000

The unit rates are based upon the assumption that the supply of accommodation is procured directly by the Shire – no additional head contractor margin has been applied to these.

Liam Tomlin M: 0434 611 782 E: LiamTomlin@HWAssociates.com.au
Brad Bell M: 0408 896 666 E: BradBell@HWAssociates.com.au

We offer the following cost options based upon the scope and details outlined in the H + H concept report:

Option1

Stage 1 – Modular Supply and Siteworks	$1,238,000
Stage 2 – Community Building Replacement & Siteworks	1,529,000
	$2,767,000
Design Contingency 10%	277,000
Construction Contingency 5%	139,000
Headworks Costs	100,000
Authority Costs	15,000
Professional Fees	200,000
Escalation – (Stage 1: 6months, Stage 2: 24 months)	252,000
Total, excluding GST	**$3,750,000**

Option 2

Stage 1 – Modular Supply and Siteworks	$1,235,000
Stage 2 – Community Building Replacement & Siteworks	1,542,000
	$2,777,000
Design Contingency 10%	278,000
Construction Contingency 5%	139,000
Headworks Costs	100,000
Authority Costs	15,000
Professional Fees	200,000
Escalation – (Stage 1: 6months, Stage 2: 24 months)	255,000
Total, excluding GST	**$3,764,000**

Option 3

Stage 1 – Modular Supply and Siteworks	$1,251,000
Stage 2 – Community Building Replacement & Siteworks	1,552,000
	$2,803,000
Design Contingency 10%	280,000
Construction Contingency 5%	140,000
Headworks Costs	100,000
Authority Costs	15,000
Professional Fees	200,000
Escalation – (Stage 1: 6months, Stage 2: 24 months)	257,000
Total, excluding GST	**$3,795,000**

Option 4

Stage 1 – Modular Supply and Siteworks	$2,574,000
Stage 2 – Community Building Replacement & Siteworks	1,535,000
	$4,109,000
Design Contingency 10%	411,000
Construction Contingency 5%	205,000
Headworks Costs	100,000
Authority Costs	20,000
Professional Fees	250,000
Escalation – (Stage 1: 6months, Stage 2: 24 months)	303,000
Total, excluding GST	**$5,398,000**

Loose furniture & equipment, management fees and GST have been excluded from our estimate.

Whilst every effort has been made to produce an estimate that reflects fair and current market pricing, the industry is currently highly volatile. Shortages of tradesman and materials, particularly in the regional sector are creating significant fluctuations and may impact subcontractor pricing.

We trust this is adequate for your current review. If you need anything further then please let us know.

Yours faithfully,



Liam Tomlin

TAMBELLUP CARAVAN PARK

MODULAR UNIT PRICING

Full Estimate Summary

Job Name : TRANSPORTABLE COST1
Client's Name: H+H Architects

Job Description
8500 x 4200 Transportable
5500 x 3625 Transportable

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
1	MODULAR BUILDING & SITEWORKS - 8500 x 4200 Unit					
2	Perth Based Modular Costs	19.52	1,000.00	130,000		130,000
3	Transportation & Fixing Modules	1.20	61.54	8,000		8,000
4	Site Based Fitout Works	2.25	115.38	15,000		15,000
5	Siteworks & Services	6.61	338.46	44,000		44,000
6	Subtotal					*197,000*
7	Locality Allowance - External Works & Services Only	2.25	115.38	15,000		15,000
8	TOTAL					*212,000*
9						
10	MODULAR BUILDING & SITEWORKS - 14500 x 4200 4 Unit Block					
11	Perth Based Modular Costs	37.54	1,923.08	250,000		250,000
12	Transportation & Fixing Modules	2.40	123.08	16,000		16,000
13	Site Based Fitout Works	4.95	253.85	33,000		33,000
14	Siteworks & Services	17.57	900.00	117,000		117,000
15	Subtotal					*416,000*
16	Locality Allowance - External Works & Services Only	5.71	292.31	38,000		38,000
17	TOTAL					*454,000*
GFA: 130 m2.		**100.00**	**5,123.08**	**666,000**		**666,000**

Final Total : $ 666,000

Trade Breakup

Job Name :	TRANSPORTABLE COST1	**Job Description**	
Client's Name:	H+H Architects	8500 x 4200 Transportable 5500 x 3625 Transportable	

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**1** ***MODULAR BUILDING & SITEWORKS - 8500 x 4200 Unit***					
1						
	MODULAR BUILDING & SITEWORKS - 8500 x 4200 Unit				**Total :**	
Trade :	**2** ***Perth Based Modular Costs***					
	Transportable Construction					
1	8500 x 4200 1 Bedroom self-contained cabin - As advised by WA Modular	1.00	No	130,000.00		130,000.00
2						
3	Transportables supplied in full, with the exclusion of AC, floor coverings and blinds		Note			
4	Assume procured directly by the Shire, no margin allowance included		Note			
	Perth Based Modular Costs				**Total :**	**130,000.00**
Trade :	**3** ***Transportation & Fixing Modules***					
	Transporting					
1	Transport modules from Perth location - As advised by WA Modular	1.00	No	6,000.00		6,000.00
2	Install and complexing - 1 bed self contained cabins	1.00	No	2,000.00		2,000.00
3	Subtotal					*8,000.00*
	Transportation & Fixing Modules				**Total :**	**8,000.00**
Trade :	**4** ***Site Based Fitout Works***					
	Works not covered by WA Modular scope					
1	Supply and install floor coverings - Assume vinyl thorughout	36.00	m2	85.00		3,060.00
2	Allow for skirting	43.00	m	25.00		1,075.00
3	Blinds	10.00	m2	250.00		2,500.00
4	Air Conditioning - Provisional	1.00	Item	5,000.00		5,000.00
5	Sundry make good, trims, etc		Item			1,000.00
6	Subtotal					*12,635.00*
7	Preliminaries 15%		Item			2,365.00
8	Subtotal					*15,000.00*
	Site Based Fitout Works				**Total :**	**15,000.00**

Trade Breakup

Job Name :	TRANSPORTABLE COST1	**Job Description**	
Client's Name:	H+H Architects	8500 x 4200 Transportable 5500 x 3625 Transportable	

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**5** ***Siteworks & Services***					
	Siteworks					
1	Site clearance for transportable and porch including remove vegetation and form levels	50.00	m2	35.00		1,750.00
2	Stump and pads to transportable and porch	47.00	m2	120.00		5,640.00
3	2500 x 4200 framed deck including lining and enclosed skirt	1.00	Item	6,500.00		6,500.00
4	E/o for steps		Item			500.00
5	Painted timber balustrade	9.00	m	400.00		3,600.00
6	Column and footing to porch	4.00	m2	1,500.00		6,000.00
7	Framed roof lined with sheet metal including flashings, cappings, etc	11.00	m2	450.00		4,950.00
8	E/o paint soffit lininig	11.00	m2	150.00		1,650.00
9	Subtotal					*30,590.00*
	Site Services					
10	Hydraulic services connections of main service run including water and waste, say 10m - Provisional	1.00	Item	4,500.00		4,500.00
11	Electrical services connections and lighting - Provisional		Item			3,500.00
12	Subtotal					*8,000.00*
13	Preliminaries 15%		Item			5,410.00
14	Subtotal					*44,000.00*
	Siteworks & Services				**Total :**	**44,000.00**
Trade :	**6** ***Subtotal***					
	Subtotal				**Total :**	
Trade :	**7** ***Locality Allowance - External Works & Services Only***					
1	Locality allowance for Tambellup 25% - On site based works only ($59,000)		Item			15,000.00
	Locality Allowance - External Works & Services Only				**Total :**	**15,000.00**
Trade :	**8** ***TOTAL***					
	TOTAL				**Total :**	

Trade Breakup

Job Name :	TRANSPORTABLE COST1	**Job Description**	
Client's Name:	H+H Architects	8500 x 4200 Transportable 5500 x 3625 Transportable	

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**9**					
1						
					Total :	
Trade :	**10** ***MODULAR BUILDING & SITEWORKS - 14500 x 4200 4 Unit Block***					
1						
	MODULAR BUILDING & SITEWORKS - 14500 x 4200 4 Unit Block				**Total :**	
Trade :	**11** ***Perth Based Modular Costs***					
	Transportable Construction					
1	14500 x 4200 4 Bedroom self-contained cabin - Cost TBC	1.00	No	250,000.00		250,000.00
2						
3	Transportables supplied in full, with the exclusion of AC, floor coverings and blinds		Note			
4	Assume procured directly by the Shire, no margin allowance included		Note			
	Perth Based Modular Costs				**Total :**	**250,000.00**
Trade :	**12** ***Transportation & Fixing Modules***					
	Transporting					
1	Transport modules from Perth location - Say transport in two modules	2.00	No	6,000.00		12,000.00
2	Install and complexing	2.00	No	2,000.00		4,000.00
3	Subtotal					*16,000.00*
	Transportation & Fixing Modules				**Total :**	**16,000.00**
Trade :	**13** ***Site Based Fitout Works***					
	Works not covered by WA Modular scope					
1	Supply and install floor coverings - Assume vinyl thorughout	61.00	m2	85.00		5,185.00
2	Allow for skirting	90.00	m	25.00		2,250.00
3	Blinds	15.00	m2	250.00		3,750.00
4	Air Conditioning - Provisional	1.00	Item	15,000.00		15,000.00
5	Sundry make good, trims, etc		Item			2,000.00
6	Subtotal					*28,185.00*

Trade Breakup

Job Name :	TRANSPORTABLE COST1	**Job Description**	
Client's Name:	H+H Architects	8500 x 4200 Transportable 5500 x 3625 Transportable	

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**13** ***Site Based Fitout Works***					*(Continued)*
7	Preliminaries 15%		Item			4,815.00
8	Subtotal					*33,000.00*
	Site Based Fitout Works				**Total :**	**33,000.00**
Trade :	**14** ***Siteworks & Services***					
	Siteworks					
1	Site clearance for transportable and porch including remove vegetation and form levels	100.00	m2	35.00		3,500.00
2	Stump and pads to transportable and porch	90.00	m2	120.00		10,800.00
3	3625 x 2000 framed deck including lining and enclosed skirt	4.00	Item	5,000.00		20,000.00
4	E/o for steps		Item			500.00
5	Painted timber balustrade	21.00	m	400.00		8,400.00
6	Column and footing to porch	9.00	No	1,500.00		13,500.00
7	Framed roof lined with sheet metal including flashings, cappings, etc	30.00	m2	500.00		15,000.00
8	E/o paint soffit lininig	30.00	m2	150.00		4,500.00
9	Subtotal					*76,200.00*
	Site Services					
10	Hydraulic services connections of main service run including water and waste - Provisional	1.00	Item	15,000.00		15,000.00
11	Electrical services connections and lighting - Provisional		Item			10,000.00
12	Subtotal					*25,000.00*
13	Preliminaries 15%		Item			15,800.00
14	Subtotal					*117,000.00*
	Siteworks & Services				**Total :**	**117,000.00**
Trade :	**15** ***Subtotal***					
	Subtotal				**Total :**	
Trade :	**16** ***Locality Allowance - External Works & Services Only***					
1	Locality allowance for Tambellup 25% - On site based works only ($150,000)		Item			38,000.00

Trade Breakup

Job Name :	TRANSPORTABLE COST1	**Job Description**	
Client's Name:	H+H Architects	8500 x 4200 Transportable 5500 x 3625 Transportable	

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
	Locality Allowance - External Works & Services Only				**Total :**	**38,000.00**
	Trade : **17** ***TOTAL***					
	TOTAL				**Total :**	

TAMBELLUP CARAVAN PARK

OPTION 1

Full Estimate Summary

Job Name : OPT 1
Client's Name: H+H Architects

Job Description
Tambellup Caravan Park
Option 1

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
1	OPTION 1 - Stage 1					
2	TRANSPORTALES					
3	1 Bed Cabin x 2 (8500 x 4200 each)	11.31	1,197.74	424,000		424,000
4	4 x Studio Unit Block (14500 x 4200 each)	12.11	1,282.49	454,000		454,000
5	Subtotal - Transportables					*878,000*
6	GENERAL SITE WORKS & SERVICES					
7	Site Preparation	0.63	66.95	23,700		23,700
8	Roads, Footpaths, Paved Areas	1.77	187.85	66,500		66,500
9	Landscaping and Improvements	0.53	56.50	20,000		20,000
10	External Hydraulic Services	1.33	141.24	50,000		50,000
11	External Electrics	2.40	254.24	90,000		90,000
12	Preliminaries	1.01	106.78	37,800		37,800
13	Subtotal - Siteworks					*288,000*
14	Locality Allowance	1.92	203.39	72,000		72,000
15	TOTAL - Stage 1					*1,238,000*
16						
17	OPTION 1 - Stage 2					
18	REPLACE EXISTING BUILDING	20.00	2,118.64	750,000		750,000
19	Site Preparation	1.60	169.60	60,040		60,040
20	Roads, Footpaths, Paved Areas	2.13	225.40	79,790		79,790
21	Boundary Walls, Fencing, Gates	0.43	45.20	16,000		16,000
22	Outbuildings and Covered Ways	0.80	84.75	30,000		30,000
23	Landscaping and Improvements	3.20	338.98	120,000		120,000
24	External Hydraulic Services	1.47	155.37	55,000		55,000
25	External Electrics	1.33	141.24	50,000		50,000
26	Preliminaries	1.66	175.62	62,170		62,170
27	Subtotal					*1,223,000*
28	Locality Allowance	8.16	864.41	306,000		306,000
29	TOTAL - Stage 2					*1,529,000*
30						
31	TOTAL - Stage 1 & 2					*2,767,000*
32	Design Contingency	7.39	782.49	277,000		277,000
33	Construction Contingency	3.71	392.66	139,000		139,000
34	Headworks	2.67	282.49	100,000		100,000
35	Authority Costs	0.40	42.37	15,000		15,000

Full Estimate Summary

Job Name : OPT 1
Client's Name: H+H Architects

Job Description
Tambellup Caravan Park
Option 1

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
36	Furniture, Fittings and Equipment					
37	Professional Fees	5.33	564.97	200,000		200,000
38	Management Fees					
39	Escalation	6.72	711.86	252,000		252,000
40	GST					
41	Subtotal					*983,000*
42	TOTAL - Project Costs					*3,750,000*
GFA: 354 m2.		**100.00**	**10,593.22**	**3,750,000**		**3,750,000**

Final Total : $ 3,750,000

Trade Breakup

Job Name : OPT 1

Client's Name: H+H Architects

Job Description

Tambellup Caravan Park
Option 1

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**1** ***OPTION 1 - Stage 1***					
1						
	OPTION 1 - Stage 1				**Total :**	
Trade :	**2** ***TRANSPORTALES***					
1						
	TRANSPORTALES				**Total :**	
Trade :	**3** ***1 Bed Cabin x 2 (8500 x 4200 each)***					
1	1 bed cabin: Including supply, delivery and installation of 8500 x 4200 transportable, additional site fitout works, siteworks including 2500 x 4200 porch and services connections	2.00	No	212,000.00		424,000.00
2						
3	Transportable rates are fully installed, inclusive of locality loading		Note			
	1 Bed Cabin x 2 (8500 x 4200 each)				**Total :**	**424,000.00**
Trade :	**4** ***4 x Studio Unit Block (14500 x 4200 each)***					
1	4 x bed studio unit: Including supply, delivery and installation of 14500 x 4200 transportable, additional site fitout works, siteworks including 2000 x 14500 porch and services connections	1.00	No	454,000.00		454,000.00
2						
3	Transportable rates are fully installed, inclusive of locality loading		Note			
	4 x Studio Unit Block (14500 x 4200 each)				**Total :**	**454,000.00**
Trade :	**5** ***Subtotal - Transportables***					
	Subtotal - Transportables				**Total :**	
Trade :	**6** ***GENERAL SITE WORKS & SERVICES***					
1						
	GENERAL SITE WORKS & SERVICES				**Total :**	

Trade Breakup

Job Name : OPT 1 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 1

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**7** ***Site Preparation***					
	Siteworks					
1	Allow to clear site as required, including box out for new roadways	1,185.00	m2	20.00		23,700.00
	Site Preparation				**Total :**	**23,700.00**
Trade :	**8** ***Roads, Footpaths, Paved Areas***					
1	Asphalt roadway including base and sub-base	900.00	m2	55.00		49,500.00
2	E/o for works to crossover		Item			2,000.00
3	Concrete kerbing	300.00	m	40.00		12,000.00
4	Linemarking		Item			1,500.00
5	Signage		Item			1,500.00
6						
7	Link paving - Excluded, see Stage 2		Note			
	Roads, Footpaths, Paved Areas				**Total :**	**66,500.00**
Trade :	**9** ***Landscaping and Improvements***					
1	Landscaping and irrigation (only where indicated) - Provisional	1.00	Item	20,000.00		20,000.00
	Landscaping and Improvements				**Total :**	**20,000.00**
Trade :	**10** ***External Hydraulic Services***					
1	Sewer connection and main run - Assume from Taylor Street	1.00	Item	20,000.00		20,000.00
2	Water connection and main run, hosecocks, etc. - Assume from Taylor Street	1.00	Item	15,000.00		15,000.00
3	Stormwater drainage to cabins		Item			15,000.00
4						
5	Civil stormwater to roadways - Excluded, assume runoff					
	External Hydraulic Services				**Total :**	**50,000.00**
Trade :	**11** ***External Electrics***					
1	Allow for SMSB and power reticulation		Item			75,000.00
2	General external lighting lighting - Provisional		Item			15,000.00

Trade Breakup

Job Name : OPT 1 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 1

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
	External Electrics				**Total :**	**90,000.00**
	Trade : **12** ***Preliminaries***					
1	Preliminaries 15%		Item			37,800.00
	Preliminaries				**Total :**	**37,800.00**
	Trade : **13** ***Subtotal - Siteworks***					
	Subtotal - Siteworks				**Total :**	
	Trade : **14** ***Locality Allowance***					
1	Locality allowance for Tambellup 25% - General Siteworks & Services Only		Item			72,000.00
	Locality Allowance				**Total :**	**72,000.00**
	Trade : **15** ***TOTAL - Stage 1***					
	TOTAL - Stage 1				**Total :**	
	Trade : **16**					
1						
					Total :	
	Trade : **17** ***OPTION 1 - Stage 2***					
1						
	OPTION 1 - Stage 2				**Total :**	
	Trade : **18** ***REPLACE EXISTING BUILDING***					
1	Allow to demolish existing building (contains asbestos) and provide new facility to include shower/toilet facilities, camp kitchen and open air communal area - Including site works and service connections	1.00	Item	750,000.00		750,000.00
	REPLACE EXISTING BUILDING				**Total :**	**750,000.00**
	Trade : **19** ***Site Preparation***					

Trade Breakup

Job Name : OPT 1 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 1

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**19** ***Site Preparation***					
	Demolition					
1	Demolish existing fencing - East of tent zone only	60.00	m	75.00		4,500.00
2	Sundry site demolitions - including stage 1 roadway not required		Item			15,000.00
	Siteworks					
3	General site clearance/box out for new paved areas/roadways	1,060.00	m2	20.00		21,200.00
4	General siteworks to powered caravan sites	1,089.00	m2	5.00		5,445.00
5	General siteworks to recreation space and tent zone	1,449.00	m2	5.00		7,245.00
6	General siteworks to overflow camping	1,330.00	m2	5.00		6,650.00
	Site Preparation				**Total :**	**60,040.00**
Trade :	**20** ***Roads, Footpaths, Paved Areas***					
1	Bitumen paving including base and sub-base	441.00	m2	55.00		24,255.00
2	E/o for crossover	2.00	No	3,000.00		6,000.00
3	Allow to regrade existing gravel road including parking bays	533.00	m2	20.00		10,660.00
4	E/o at crossover		Item			1,000.00
5	Kerbing to bitumen roadways	120.00	m	40.00		4,800.00
6	Kerbing to gravel roadways - Excluded		Note			
7	Linemarking		Item			3,000.00
8	SIgnage		Item			1,500.00
9	General concrete link paving	87.00	m2	225.00		19,575.00
10	Kerbing between camp sites	225.00	m	40.00		9,000.00
	Roads, Footpaths, Paved Areas				**Total :**	**79,790.00**
Trade :	**21** ***Boundary Walls, Fencing, Gates***					
1	Allow for fencing - East of Tent Zone only	60.00	m	200.00		12,000.00
2	E/o for pedestrian access gate	1.00	No	1,500.00		1,500.00
3	E/o for vehicle gate	1.00	No	2,500.00		2,500.00
	Boundary Walls, Fencing, Gates				**Total :**	**16,000.00**
Trade :	**22** ***Outbuildings and Covered Ways***					

Trade Breakup

Job Name : OPT 1 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 1

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**22 *Outbuildings and Covered Ways***					
1	5m x 5m freestanding gazebo including slab, footings, columns, roof and roof structure	1.00	Item	30,000.00		30,000.00
2						
3	Public BBQ - Excluded		Note			
4	Picnic furniture - Excluded		Note			
	Outbuildings and Covered Ways				**Total :**	**30,000.00**
Trade :	**23 *Landscaping and Improvements***					
1	Landscaping works generally lawn and irrigation upgrade/modification to suit new works - Lawn and irrigation replacement in full, excluded		Note			
2	Planting division strips allowed between powered caravan sites		Note			
3	Landscaping and reticulation to powered caravan sites - Provisional	1.00	Item	45,000.00		45,000.00
4	Landscaping and reticulation to recreation space and tent zones - Provisional	1.00	Item	40,000.00		40,000.00
5	Landscaping and reticulation to overflow camping - Provisional	1.00	Item	35,000.00		35,000.00
	Landscaping and Improvements				**Total :**	**120,000.00**
Trade :	**24 *External Hydraulic Services***					
1	Main waste and water connection/runs allowed for in Stage 1		Note			
2	Sewer connection and service including to powered caravan sites - Waste service to Tent Zone, Overflow Camping and Recreation spaces, excluded	1.00	Item	20,000.00		20,000.00
3	Water connection and service including to powered caravan sites, general allowance to sundry zones	1.00	Item	35,000.00		35,000.00
4						
5	Civil stormwater drainage - Excluded		Note			
	External Hydraulic Services				**Total :**	**55,000.00**
Trade :	**25 *External Electrics***					
1	Main electrical infrastructure allowed for in Stage 1		Note			
2	General site power and lighting, including serviced sites	1.00	Item	50,000.00		50,000.00
	External Electrics				**Total :**	**50,000.00**

Trade Breakup

Job Name : OPT 1 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 1

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade : **26** ***Preliminaries***						
1	Preliminaries 15% - Excluding new toilet block (Inbuilt in PS)		Item			62,170.00
	Preliminaries				**Total :**	**62,170.00**
Trade : **27** ***Subtotal***						
	Subtotal				**Total :**	
Trade : **28** ***Locality Allowance***						
1	Locality allowance for Tambellup 25%		Item			306,000.00
	Locality Allowance				**Total :**	**306,000.00**
Trade : **29** ***TOTAL - Stage 2***						
	TOTAL - Stage 2				**Total :**	
Trade : **30**						
1						
					Total :	
Trade : **31** ***TOTAL - Stage 1 & 2***						
1						
	TOTAL - Stage 1 & 2				**Total :**	
Trade : **32** ***Design Contingency***						
1	Design Contingency 10%		Item			277,000.00
	Design Contingency				**Total :**	**277,000.00**
Trade : **33** ***Construction Contingency***						
1	Construction contingency 5%		Item			139,000.00
	Construction Contingency				**Total :**	**139,000.00**

Trade Breakup

Job Name : OPT 1 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 1

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**34** ***Headworks***					
1	Allow for elctrical and hydraulic headworks - Provisional		Item			100,000.00
	Headworks				**Total :**	**100,000.00**
Trade :	**35** ***Authority Costs***					
1	Permit, fees and levies		Item			15,000.00
	Authority Costs				**Total :**	**15,000.00**
Trade :	**36** ***Furniture, Fittings and Equipment***					
1	Loose furniture & equipment - Excluded		Note			
	Furniture, Fittings and Equipment				**Total :**	
Trade :	**37** ***Professional Fees***					
1	Professional fees, say		Item			200,000.00
	Professional Fees				**Total :**	**200,000.00**
Trade :	**38** ***Management Fees***					
1	Management fees - Excluded		Note			
	Management Fees				**Total :**	
Trade :	**39** ***Escalation***					
1	Escalation to stage 1 including proportion of contengencies, fees, etc. - Allow 6 months, 3.2%		Item			50,000.00
2	Escalation to stage 2 including proportion of contengencies, fees, etc. - Allow 24months 10.5%		Item			202,000.00
3						
4	Escalation rates based upon AIQS forecast indices		Note			
	Escalation				**Total :**	**252,000.00**
Trade :	**40** ***GST***					
1	GST - Excluded		Note			
	GST				**Total :**	

Trade Breakup

Job Name : OPT 1 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 1

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade : **41** ***Subtotal***						
Subtotal					**Total :**	
Trade : **42** ***TOTAL - Project Costs***						
1						
TOTAL - Project Costs					**Total :**	

TAMBELLUP CARAVAN PARK

OPTION 2

Full Estimate Summary

Job Name : OPT 2
Client's Name: H+H Architects

Job Description
Tambellup Caravan Park
Option 2

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
1	OPTION 2 - Stage 1					
2	TRANSPORTALES					
3	1 Bed Cabin x 2 (8500 x 4200 each)	11.26	1,197.74	424,000		424,000
4	4 x Studio Unit Block (14500 x 4200 each)	12.06	1,282.49	454,000		454,000
5	Subtotal - Transportables					*878,000*
6	GENERAL SITE WORKS & SERVICES					
7	Site Preparation	0.72	76.05	26,920		26,920
8	Roads, Footpaths, Paved Areas	1.38	146.75	51,950		51,950
9	Landscaping and Improvements	0.93	98.87	35,000		35,000
10	External Hydraulic Services	1.16	122.88	43,500		43,500
11	External Electrics	2.39	254.24	90,000		90,000
12	Preliminaries	1.00	106.30	37,630		37,630
13	Subtotal - Siteworks					*285,000*
14	Locality Allowance	1.91	203.39	72,000		72,000
15	TOTAL - Stage 1					*1,235,000*
16						
17	OPTION 2 - Stage 2					
18	REPLACE EXISTING BUILDING	19.93	2,118.64	750,000		750,000
19	Site Preparation	1.62	172.18	60,950		60,950
20	Roads, Footpaths, Paved Areas	2.74	291.26	103,105		103,105
21	Boundary Walls, Fencing, Gates	0.43	45.20	16,000		16,000
22	Outbuildings and Covered Ways	0.80	84.75	30,000		30,000
23	Landscaping and Improvements	3.12	331.92	117,500		117,500
24	External Hydraulic Services	1.13	120.06	42,500		42,500
25	External Electrics	1.33	141.24	50,000		50,000
26	Preliminaries	1.67	177.81	62,945		62,945
27	Subtotal					*1,233,000*
28	Locality Allowance	8.21	872.88	309,000		309,000
29	TOTAL - Stage 2					*1,542,000*
30						
31	TOTAL - Stage 1 & 2					*2,777,000*
32	Design Contingency	7.39	785.31	278,000		278,000
33	Construction Contingency	3.69	392.66	139,000		139,000
34	Headworks	2.66	282.49	100,000		100,000
35	Authority Costs	0.40	42.37	15,000		15,000

Full Estimate Summary

Job Name : OPT 2
Client's Name: H+H Architects

Job Description
Tambellup Caravan Park
Option 2

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
36	Furniture, Fittings and Equipment					
37	Professional Fees	5.31	564.97	200,000		200,000
38	Management Fees					
39	Escalation	6.77	720.34	255,000		255,000
40	GST					
41	Subtotal					*987,000*
42	TOTAL - Project Costs					*3,764,000*
GFA: 354 m2.		**100.00**	**10,632.77**	**3,764,000**		**3,764,000**

Final Total : $ 3,764,000

Trade Breakup

Job Name : OPT 2

Client's Name: H+H Architects

Job Description

Tambellup Caravan Park
Option 2

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade : **1**	***OPTION 2 - Stage 1***					
1						
	OPTION 2 - Stage 1				**Total :**	
Trade : **2**	***TRANSPORTALES***					
1						
	TRANSPORTALES				**Total :**	
Trade : **3**	***1 Bed Cabin x 2 (8500 x 4200 each)***					
1	1 bed cabin: Including supply, delivery and installation of 8500 x 4200 transportable, additional site fitout works, siteworks including 2500 x 4200 porch and services connections	2.00	No	212,000.00		424,000.00
2						
3	Transportable rates are fully installed, inclusive of locality loading		Note			
	1 Bed Cabin x 2 (8500 x 4200 each)				**Total :**	**424,000.00**
Trade : **4**	***4 x Studio Unit Block (14500 x 4200 each)***					
1	4 x bed studio unit: Including supply, delivery and installation of 14500 x 4200 transportable, additional site fitout works, siteworks including 2000 x 14500 porch and services connections	1.00	No	454,000.00		454,000.00
2						
3	Transportable rates are fully installed, inclusive of locality loading		Note			
	4 x Studio Unit Block (14500 x 4200 each)				**Total :**	**454,000.00**
Trade : **5**	***Subtotal - Transportables***					
	Subtotal - Transportables				**Total :**	
Trade : **6**	***GENERAL SITE WORKS & SERVICES***					
1						
	GENERAL SITE WORKS & SERVICES				**Total :**	

Trade Breakup

Job Name : OPT 2 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 2

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade : **7** ***Site Preparation***						
	Siteworks					
1	Allow to clear site as required, including box out for new roadways	1,346.00	m2	20.00		26,920.00
	Site Preparation				**Total :**	**26,920.00**
Trade : **8** ***Roads, Footpaths, Paved Areas***						
1	Asphalt roadway including base and sub-base	690.00	m2	55.00		37,950.00
2	E/o for works to crossover	1.00	No	3,000.00		3,000.00
3	Concrete kerbing	200.00	m	40.00		8,000.00
4	Linemarking		Item			1,500.00
5	Signage		Item			1,500.00
6						
7	Link paving - Excluded, see Stage 2		Note			
	Roads, Footpaths, Paved Areas				**Total :**	**51,950.00**
Trade : **9** ***Landscaping and Improvements***						
1	Landscaping and irrigation (as assumed) - Provisional	1.00	Item	35,000.00		35,000.00
	Landscaping and Improvements				**Total :**	**35,000.00**
Trade : **10** ***External Hydraulic Services***						
1	Sewer connection and main run - Assume from Taylor Street	1.00	Item	16,000.00		16,000.00
2	Water connection and main run, hosecocks, etc. - Assume from Taylor Street	1.00	Item	12,500.00		12,500.00
3	Stormwater drainage to cabins		Item			15,000.00
4						
5	Civil stormwater to roadways - Excluded, assume runoff					
	External Hydraulic Services				**Total :**	**43,500.00**
Trade : **11** ***External Electrics***						
1	Allow for SMSB and power reticulation		Item			75,000.00
2	General external lighting lighting - Provisional		Item			15,000.00
	External Electrics				**Total :**	**90,000.00**

Trade Breakup

Job Name : OPT 2 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 2

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**12** ***Preliminaries***					
1	Preliminaries 15%		Item			37,630.00
	Preliminaries				**Total :**	**37,630.00**
Trade :	**13** ***Subtotal - Siteworks***					
	Subtotal - Siteworks				**Total :**	
Trade :	**14** ***Locality Allowance***					
1	Locality allowance for Tambellup 25% - General Siteworks & Services Only		Item			72,000.00
	Locality Allowance				**Total :**	**72,000.00**
Trade :	**15** ***TOTAL - Stage 1***					
	TOTAL - Stage 1				**Total :**	
Trade :	**16**					
1						
					Total :	
Trade :	**17** ***OPTION 2 - Stage 2***					
1						
	OPTION 2 - Stage 2				**Total :**	
Trade :	**18** ***REPLACE EXISTING BUILDING***					
1	Allow to demolish existing building (contains asbestos) and provide new facility to include shower/toilet facilities, camp kitchen and open air communal area - Including site works and service connections	1.00	Item	750,000.00		750,000.00
	REPLACE EXISTING BUILDING				**Total :**	**750,000.00**
Trade :	**19** ***Site Preparation***					
	Demolition					
1	Demolish existing fencing - East of tent zone only	60.00	m	75.00		4,500.00

Trade Breakup

Job Name : OPT 2 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 2

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**19** ***Site Preparation***					*(Continued)*
2	Sundry site demolitions - including stage 1 roadway not required		Item			15,000.00
	Siteworks					
3	General site clearance/box out for new paved areas/roadways	1,099.00	m2	20.00		21,980.00
4	General siteworks to powered caravan sites	881.00	m2	5.00		4,405.00
5	General siteworks to recreation space and tent zone	1,741.00	m2	5.00		8,705.00
6	General siteworks to overflow camping	1,272.00	m2	5.00		6,360.00
	Site Preparation				**Total :**	**60,950.00**
Trade :	**20** ***Roads, Footpaths, Paved Areas***					
1	Bitumen paving including base and sub-base	1,009.00	m2	55.00		55,495.00
2	E/o for crossover	1.00	No	3,000.00		3,000.00
3	Kerbing to bitumen roadways	336.00	m	40.00		13,440.00
4	Linemarking		Item			1,500.00
5	SIgnage		Item			1,500.00
6	General concrete link paving	90.00	m2	225.00		20,250.00
7	Kerbing between camp sites	198.00	m	40.00		7,920.00
	Roads, Footpaths, Paved Areas				**Total :**	**103,105.00**
Trade :	**21** ***Boundary Walls, Fencing, Gates***					
1	Allow for fencing - East of Tent Zone only	60.00	m	200.00		12,000.00
2	E/o for pedestrian access gate	1.00	No	1,500.00		1,500.00
3	E/o for vehicle gate	1.00	No	2,500.00		2,500.00
	Boundary Walls, Fencing, Gates				**Total :**	**16,000.00**
Trade :	**22** ***Outbuildings and Covered Ways***					
1	5m x 5m freestanding gazebo including slab, footings, columns, roof and roof structure	1.00	Item	30,000.00		30,000.00
2						
3	Public BBQ - Excluded		Note			
4	Picnic furniture - Excluded		Note			

Trade Breakup

Job Name : OPT 2 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 2

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
	Outbuildings and Covered Ways				**Total :**	**30,000.00**
Trade :	**23** ***Landscaping and Improvements***					
1	Landscaping works generally lawn and irrigation upgrade/modification to suit new works - Lawn and irrigation replacement in full, excluded		Note			
2	Planting division strips allowed between powered caravan sites		Note			
3	Landscaping and reticulation to powered caravan sites - Provisional	1.00	Item	40,000.00		40,000.00
4	Landscaping and reticulation to recreation space and tent zones - Provisional	1.00	Item	45,000.00		45,000.00
5	Landscaping and reticulation to overflow camping - Provisional	1.00	Item	32,500.00		32,500.00
	Landscaping and Improvements				**Total :**	**117,500.00**
Trade :	**24** ***External Hydraulic Services***					
1	Main waste and water connection/runs allowed for in Stage 1		Note			
2	Sewer connection and service including to powered caravan sites - Waste service to Tent Zone, Overflow Camping and Recreation spaces, excluded	1.00	Item	12,500.00		12,500.00
3	Water connection and service including to powered caravan sites, general allowance to sundry zones	1.00	Item	30,000.00		30,000.00
4						
5	Civil stormwater drainage - Excluded		Note			
	External Hydraulic Services				**Total :**	**42,500.00**
Trade :	**25** ***External Electrics***					
1	Main electrical infrastructure allowed for in Stage 1		Note			
2	General site power and lighting, including serviced sites	1.00	Item	50,000.00		50,000.00
	External Electrics				**Total :**	**50,000.00**
Trade :	**26** ***Preliminaries***					
1	Preliminaries 15% - Excluding new toilet block (Inbuilt in PS)		Item			62,945.00
	Preliminaries				**Total :**	**62,945.00**
Trade :	**27** ***Subtotal***					

Trade Breakup

Job Name : OPT 2 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 2

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**27** ***Subtotal***					
	Subtotal				**Total :**	
Trade :	**28** ***Locality Allowance***					
1	Locality allowance for Tambellup 25%		Item			309,000.00
	Locality Allowance				**Total :**	**309,000.00**
Trade :	**29** ***TOTAL - Stage 2***					
	TOTAL - Stage 2				**Total :**	
Trade :	**30**					
1						
					Total :	
Trade :	**31** ***TOTAL - Stage 1 & 2***					
1						
	TOTAL - Stage 1 & 2				**Total :**	
Trade :	**32** ***Design Contingency***					
1	Design Contingency 10%		Item			278,000.00
	Design Contingency				**Total :**	**278,000.00**
Trade :	**33** ***Construction Contingency***					
1	Construction contingency 5%		Item			139,000.00
	Construction Contingency				**Total :**	**139,000.00**
Trade :	**34** ***Headworks***					
1	Allow for elctrical and hydraulic headworks - Provisional		Item			100,000.00
	Headworks				**Total :**	**100,000.00**
Trade :	**35** ***Authority Costs***					

Trade Breakup

Job Name : OPT 2 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 2

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**35** ***Authority Costs***					
1	Permit, fees and levies		Item			15,000.00
	Authority Costs				**Total :**	**15,000.00**
Trade :	**36** ***Furniture, Fittings and Equipment***					
1	Loose furniture & equipment - Excluded		Note			
	Furniture, Fittings and Equipment				**Total :**	
Trade :	**37** ***Professional Fees***					
1	Professional fees, say		Item			200,000.00
	Professional Fees				**Total :**	**200,000.00**
Trade :	**38** ***Management Fees***					
1	Management fees - Excluded		Note			
	Management Fees				**Total :**	
Trade :	**39** ***Escalation***					
1	Escalation to stage 1 including proportion of contengencies, fees, etc. - Allow 6 months, 3.2%		Item			50,000.00
2	Escalation to stage 2 including proportion of contengencies, fees, etc. - Allow 24 months 10.5%		Item			205,000.00
	Escalation				**Total :**	**255,000.00**
Trade :	**40** ***GST***					
1	GST - Excluded		Note			
	GST				**Total :**	
Trade :	**41** ***Subtotal***					
	Subtotal				**Total :**	
Trade :	**42** ***TOTAL - Project Costs***					
1						

Trade Breakup

Job Name : OPT 2

Client's Name: H+H Architects

Job Description

Tambellup Caravan Park
Option 2

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
TOTAL - Project Costs					Total :	

TAMBELLUP CARAVAN PARK

OPTION 3

Full Estimate Summary

Job Name : OPT 3
Client's Name: H+H Architects

Job Description
Tambellup Caravan Park
Option 3

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
1	OPTION 3 - Stage 1					
2	TRANSPORTALES					
3	1 Bed Cabin x 2 (8500 x 4200 each)	11.17	1,197.74	424,000		424,000
4	4 x Studio Unit Block (14500 x 4200 each)	11.96	1,282.49	454,000		454,000
5	Subtotal - Transportables					*878,000*
6	GENERAL SITE WORKS & SERVICES					
7	Site Preparation	0.65	70.17	24,840		24,840
8	Roads, Footpaths, Paved Areas	1.30	138.93	49,180		49,180
9	Landscaping and Improvements	0.79	84.75	30,000		30,000
10	External Hydraulic Services	1.71	183.62	65,000		65,000
11	External Electrics	2.37	254.24	90,000		90,000
12	Preliminaries	1.03	110.11	38,980		38,980
13	Subtotal - Siteworks					*298,000*
14	Locality Allowance	1.98	211.86	75,000		75,000
15	TOTAL - Stage 1					*1,251,000*
16						
17	OPTION 3 - Stage 2					
18	REPLACE EXISTING BUILDING	19.76	2,118.64	750,000		750,000
19	Site Preparation	1.55	166.36	58,890		58,890
20	Roads, Footpaths, Paved Areas	2.42	259.87	91,995		91,995
21	Boundary Walls, Fencing, Gates	0.42	45.20	16,000		16,000
22	Outbuildings and Covered Ways	0.79	84.75	30,000		30,000
23	Landscaping and Improvements	3.29	353.11	125,000		125,000
24	External Hydraulic Services	1.45	155.37	55,000		55,000
25	External Electrics	1.32	141.24	50,000		50,000
26	Preliminaries	1.69	181.12	64,115		64,115
27	Subtotal					*1,241,000*
28	Locality Allowance	8.19	878.53	311,000		311,000
29	TOTAL - Stage 2					*1,552,000*
30						
31	TOTAL - Stage 1 & 2					*2,803,000*
32	Design Contingency	7.38	790.96	280,000		280,000
33	Construction Contingency	3.69	395.48	140,000		140,000
34	Headworks	2.64	282.49	100,000		100,000
35	Authority Costs	0.40	42.37	15,000		15,000

Full Estimate Summary

Job Name : OPT 3
Client's Name: H+H Architects

Job Description
Tambellup Caravan Park
Option 3

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
36	Furniture, Fittings and Equipment					
37	Professional Fees	5.27	564.97	200,000		200,000
38	Management Fees					
39	Escalation	6.77	725.99	257,000		257,000
40	GST					
41	Subtotal					*992,000*
42	TOTAL - Project Costs					*3,795,000*
GFA: 354 m2.		**100.00**	**10,720.34**	**3,795,000**		**3,795,000**

Final Total : $ 3,795,000

Trade Breakup

Job Name : OPT 3

Client's Name: H+H Architects

Job Description

Tambellup Caravan Park
Option 3

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade : 1	***OPTION 3 - Stage 1***					
1						
	OPTION 3 - Stage 1				**Total :**	
Trade : 2	***TRANSPORTALES***					
1						
	TRANSPORTALES				**Total :**	
Trade : 3	***1 Bed Cabin x 2 (8500 x 4200 each)***					
1	1 bed cabin: Including supply, delivery and installation of 8500 x 4200 transportable, additional site fitout works, siteworks including 2500 x 4200 porch and services connections	2.00	No	212,000.00		424,000.00
2						
3	Transportable rates are fully installed, inclusive of locality loading		Note			
	1 Bed Cabin x 2 (8500 x 4200 each)				**Total :**	**424,000.00**
Trade : 4	***4 x Studio Unit Block (14500 x 4200 each)***					
1	4 x bed studio unit: Including supply, delivery and installation of 14500 x 4200 transportable, additional site fitout works, siteworks including 2000 x 14500 porch and services connections	1.00	No	454,000.00		454,000.00
2						
3	Transportable rates are fully installed, inclusive of locality loading		Note			
	4 x Studio Unit Block (14500 x 4200 each)				**Total :**	**454,000.00**
Trade : 5	***Subtotal - Transportables***					
	Subtotal - Transportables				**Total :**	
Trade : 6	***GENERAL SITE WORKS & SERVICES***					
1						
	GENERAL SITE WORKS & SERVICES				**Total :**	

Trade Breakup

Job Name : OPT 3 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 3

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade : **7** ***Site Preparation***						
	Siteworks					
1	Allow to clear site as required, including box out for new roadways	1,242.00	m2	20.00		24,840.00
	Site Preparation				**Total :**	**24,840.00**
Trade : **8** ***Roads, Footpaths, Paved Areas***						
1	Asphalt roadway including base and sub-base	636.00	m2	55.00		34,980.00
2	E/o for works to crossover		Item			2,000.00
3	Concrete kerbing	230.00	m	40.00		9,200.00
4	Linemarking		Item			1,500.00
5	Signage		Item			1,500.00
6						
7	Link paving - Excluded, see Stage 2		Note			
	Roads, Footpaths, Paved Areas				**Total :**	**49,180.00**
Trade : **9** ***Landscaping and Improvements***						
1	Landscaping and irrigation (as assumed) - Provisional	1.00	Item	30,000.00		30,000.00
	Landscaping and Improvements				**Total :**	**30,000.00**
Trade : **10** ***External Hydraulic Services***						
1	Sewer connection and main run - Assume from Taylor Street	1.00	Item	30,000.00		30,000.00
2	Water connection and main run, hosecocks, etc. - Assume from Taylor Street	1.00	Item	20,000.00		20,000.00
3	Stormwater drainage to cabins		Item			15,000.00
4						
5	Civil stormwater to roadways - Excluded, assume runoff					
	External Hydraulic Services				**Total :**	**65,000.00**
Trade : **11** ***External Electrics***						
1	Allow for SMSB and power reticulation		Item			75,000.00
2	General external lighting lighting - Provisional		Item			15,000.00
	External Electrics				**Total :**	**90,000.00**

Trade Breakup

Job Name : OPT 3 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 3

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**12** ***Preliminaries***					
1	Preliminaries 15%		Item			38,980.00
	Preliminaries				**Total :**	**38,980.00**
Trade :	**13** ***Subtotal - Siteworks***					
	Subtotal - Siteworks				**Total :**	
Trade :	**14** ***Locality Allowance***					
1	Locality allowance for Tambellup 25% - General Siteworks & Services Only		Item			75,000.00
	Locality Allowance				**Total :**	**75,000.00**
Trade :	**15** ***TOTAL - Stage 1***					
	TOTAL - Stage 1				**Total :**	
Trade :	**16**					
1						
					Total :	
Trade :	**17** ***OPTION 3 - Stage 2***					
1						
	OPTION 3 - Stage 2				**Total :**	
Trade :	**18** ***REPLACE EXISTING BUILDING***					
1	Allow to demolish existing building (contains asbestos) and provide new facility to include shower/toilet facilities, camp kitchen and open air communal area - Including site works and service connections	1.00	Item	750,000.00		750,000.00
	REPLACE EXISTING BUILDING				**Total :**	**750,000.00**
Trade :	**19** ***Site Preparation***					
	Demolition					
1	Demolish existing fencing - East of tent zone only	60.00	m	75.00		4,500.00

Trade Breakup

Job Name : OPT 3 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 3

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**19** ***Site Preparation***					*(Continued)*
2	Sundry site demolitions - including stage 1 roadway not required		Item			15,000.00
	Siteworks					
3	General site clearance/box out for new paved areas/roadways	915.00	m2	20.00		18,300.00
4	General siteworks to powered caravan sites	1,371.00	m2	5.00		6,855.00
5	General siteworks to recreation space and tent zone	1,530.00	m2	5.00		7,650.00
6	General siteworks to overflow camping	1,317.00	m2	5.00		6,585.00
	Site Preparation				**Total :**	**58,890.00**
Trade :	**20** ***Roads, Footpaths, Paved Areas***					
1	Bitumen paving including base and sub-base	814.00	m2	55.00		44,770.00
2	E/o for crossover	1.00	No	3,000.00		3,000.00
3	Kerbing to bitumen roadways	240.00	m	40.00		9,600.00
4	Linemarking		Item			2,000.00
5	SIgnage		Item			1,500.00
6	General concrete link paving	101.00	m2	225.00		22,725.00
7	Kerbing between camp sites	210.00	m	40.00		8,400.00
	Roads, Footpaths, Paved Areas				**Total :**	**91,995.00**
Trade :	**21** ***Boundary Walls, Fencing, Gates***					
1	Allow for fencing - East of Tent Zone only	60.00	m	200.00		12,000.00
2	E/o for pedestrian access gate	1.00	No	1,500.00		1,500.00
3	E/o for vehicle gate	1.00	No	2,500.00		2,500.00
	Boundary Walls, Fencing, Gates				**Total :**	**16,000.00**
Trade :	**22** ***Outbuildings and Covered Ways***					
1	5m x 5m freestanding gazebo including slab, footings, columns, roof and roof structure	1.00	Item	30,000.00		30,000.00
2						
3	Public BBQ - Excluded		Note			
4	Picnic furniture - Excluded		Note			

Trade Breakup

Job Name : OPT 3 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 3

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
	Outbuildings and Covered Ways				**Total :**	**30,000.00**
Trade :	**23** ***Landscaping and Improvements***					
1	Landscaping works generally lawn and irrigation upgrade/modification to suit new works - Lawn and irrigation replacement in full, excluded		Note			
2	Planting division strips allowed between powered caravan sites		Note			
3	Landscaping and reticulation to powered caravan sites - Provisional	1.00	Item	50,000.00		50,000.00
4	Landscaping and reticulation to recreation space and tent zones - Provisional	1.00	Item	40,000.00		40,000.00
5	Landscaping and reticulation to overflow camping - Provisional	1.00	Item	35,000.00		35,000.00
	Landscaping and Improvements				**Total :**	**125,000.00**
Trade :	**24** ***External Hydraulic Services***					
1	Main waste and water connection/runs allowed for in Stage 1		Note			
2	Sewer connection and service including to powered caravan sites - Waste service to Tent Zone, Overflow Camping and Recreation spaces, excluded	1.00	Item	20,000.00		20,000.00
3	Water connection and service including to powered caravan sites, general allowance to sundry zones	1.00	Item	35,000.00		35,000.00
4						
5	Civil stormwater drainage - Excluded		Note			
	External Hydraulic Services				**Total :**	**55,000.00**
Trade :	**25** ***External Electrics***					
1	Main electrical infrastructure allowed for in Stage 1		Note			
2	General site power and lighting, including serviced sites	1.00	Item	50,000.00		50,000.00
	External Electrics				**Total :**	**50,000.00**
Trade :	**26** ***Preliminaries***					
1	Preliminaries 15% - Excluding new toilet block (Inbuilt in PS)		Item			64,115.00
	Preliminaries				**Total :**	**64,115.00**
Trade :	**27** ***Subtotal***					

Trade Breakup

Job Name : OPT 3 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 3

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**27** ***Subtotal***					
	Subtotal				**Total :**	
Trade :	**28** ***Locality Allowance***					
1	Locality allowance for Tambellup 25%		Item			311,000.00
	Locality Allowance				**Total :**	**311,000.00**
Trade :	**29** ***TOTAL - Stage 2***					
	TOTAL - Stage 2				**Total :**	
Trade :	**30**					
1						
					Total :	
Trade :	**31** ***TOTAL - Stage 1 & 2***					
1						
	TOTAL - Stage 1 & 2				**Total :**	
Trade :	**32** ***Design Contingency***					
1	Design Contingency 10%		Item			280,000.00
	Design Contingency				**Total :**	**280,000.00**
Trade :	**33** ***Construction Contingency***					
1	Construction contingency 5%		Item			140,000.00
	Construction Contingency				**Total :**	**140,000.00**
Trade :	**34** ***Headworks***					
1	Allow for elctrical and hydraulic headworks - Provisional		Item			100,000.00
	Headworks				**Total :**	**100,000.00**
Trade :	**35** ***Authority Costs***					

Trade Breakup

Job Name : OPT 3 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 3

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**35** ***Authority Costs***					
1	Permit, fees and levies		Item			15,000.00
	Authority Costs				**Total :**	**15,000.00**
Trade :	**36** ***Furniture, Fittings and Equipment***					
1	Loose furniture & equipment - Excluded		Note			
	Furniture, Fittings and Equipment				**Total :**	
Trade :	**37** ***Professional Fees***					
1	Professional fees, say		Item			200,000.00
	Professional Fees				**Total :**	**200,000.00**
Trade :	**38** ***Management Fees***					
1	Management fees - Excluded		Note			
	Management Fees				**Total :**	
Trade :	**39** ***Escalation***					
1	Escalation to stage 1 including proportion of contengencies, fees, etc. - Allow 6 months, 3.2%		Item			51,000.00
2	Escalation to stage 2 including proportion of contengencies, fees, etc. - Allow 24 months 10.5%		Item			206,000.00
	Escalation				**Total :**	**257,000.00**
Trade :	**40** ***GST***					
1	GST - Excluded		Note			
	GST				**Total :**	
Trade :	**41** ***Subtotal***					
	Subtotal				**Total :**	
Trade :	**42** ***TOTAL - Project Costs***					
1						

Trade Breakup

Job Name : OPT 3

Client's Name: H+H Architects

Job Description

Tambellup Caravan Park
Option 3

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
TOTAL - Project Costs					Total :	

TAMBELLUP CARAVAN PARK

OPTION 4

Full Estimate Summary

Job Name : OPT 4
Client's Name: H+H Architects

Job Description
Tambellup Caravan Park
Option 4

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
1	OPTION 4 - Stage 1					
2	TRANSPORTALES					
3	1 Bed Cabin x 2 (8500 x 4200 each)	31.42	2,436.78	1,696,000		1,696,000
4	4 x Studio Unit Block (14500 x 4200 each)	8.41	652.30	454,000		454,000
5	Subtotal - Transportables					*2,150,000*
6	GENERAL SITE WORKS & SERVICES					
7	Site Preparation	0.68	52.76	36,720		36,720
8	Roads, Footpaths, Paved Areas	0.79	61.45	42,770		42,770
9	Landscaping and Improvements	0.74	57.47	40,000		40,000
10	External Hydraulic Services	1.57	122.13	85,000		85,000
11	External Electrics	1.67	129.31	90,000		90,000
12	Preliminaries	0.82	63.95	44,510		44,510
13	Subtotal - Siteworks					*339,000*
14	Locality Allowance	1.57	122.13	85,000		85,000
15	TOTAL - Stage 1					*2,574,000*
16						
17	OPTION 4 - Stage 2					
18	REPLACE EXISTING BUILDING	13.89	1,077.59	750,000		750,000
19	Site Preparation	1.01	77.99	54,280		54,280
20	Roads, Footpaths, Paved Areas	1.91	147.84	102,900		102,900
21	Boundary Walls, Fencing, Gates	0.30	22.99	16,000		16,000
22	Outbuildings and Covered Ways	0.56	43.10	30,000		30,000
23	Landscaping and Improvements	1.85	143.68	100,000		100,000
24	External Hydraulic Services	1.16	89.80	62,500		62,500
25	External Electrics	0.93	71.84	50,000		50,000
26	Preliminaries	1.15	89.54	62,320		62,320
27	Subtotal					*1,228,000*
28	Locality Allowance	5.69	441.09	307,000		307,000
29	TOTAL - Stage 2					*1,535,000*
30						
31	TOTAL - Stage 1 & 2					*4,109,000*
32	Design Contingency	7.61	590.52	411,000		411,000
33	Construction Contingency	3.80	294.54	205,000		205,000
34	Headworks	1.85	143.68	100,000		100,000
35	Authority Costs	0.37	28.74	20,000		20,000

Full Estimate Summary

Job Name : OPT 4
Client's Name: H+H Architects

Job Description
Tambellup Caravan Park
Option 4

Trd No.	Trade Description	Trade %	Cost/m2	Sub Total	Mark Up %	Trade Total
36	Furniture, Fittings and Equipment					
37	Professional Fees	4.63	359.20	250,000		250,000
38	Management Fees					
39	Escalation	5.61	435.34	303,000		303,000
40	GST					
41	Subtotal					*1,289,000*
42	TOTAL - Project Costs					*5,398,000*
GFA: 696 m2.		**100.00**	**7,755.75**	**5,398,000**		**5,398,000**

Final Total : $ 5,398,000

Trade Breakup

Job Name : OPT 4

Client's Name: H+H Architects

Job Description

Tambellup Caravan Park
Option 4

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade : 1	***OPTION 4 - Stage 1***					
1						
	OPTION 4 - Stage 1				**Total :**	
Trade : 2	***TRANSPORTALES***					
1						
	TRANSPORTALES				**Total :**	
Trade : 3	***1 Bed Cabin x 2 (8500 x 4200 each)***					
1	1 bed cabin: Including supply, delivery and installation of 8500 x 4200 transportable, additional site fitout works, siteworks including 2500 x 4200 porch and services connections	8.00	No	212,000.00		1,696,000.00
2						
3	Transportable rates are fully installed, inclusive of locality loading		Note			
	1 Bed Cabin x 2 (8500 x 4200 each)				**Total :**	**1,696,000.00**
Trade : 4	***4 x Studio Unit Block (14500 x 4200 each)***					
1	4 x bed studio unit: Including supply, delivery and installation of 14500 x 4200 transportable, additional site fitout works, siteworks including 2000 x 14500 porch and services connections	1.00	No	454,000.00		454,000.00
2						
3	Transportable rates are fully installed, inclusive of locality loading		Note			
	4 x Studio Unit Block (14500 x 4200 each)				**Total :**	**454,000.00**
Trade : 5	***Subtotal - Transportables***					
	Subtotal - Transportables				**Total :**	
Trade : 6	***GENERAL SITE WORKS & SERVICES***					
1						
	GENERAL SITE WORKS & SERVICES				**Total :**	

Trade Breakup

Job Name : OPT 4 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 4

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade : **7** ***Site Preparation***						
	Siteworks					
1	Allow to clear site as required, including box out for new roadways	1,836.00	m2	20.00		36,720.00
	Site Preparation				**Total :**	**36,720.00**
Trade : **8** ***Roads, Footpaths, Paved Areas***						
1	Asphalt roadway including base and sub-base	590.00	m2	55.00		32,450.00
2	E/o for works to crossover		Item			2,000.00
3	Concrete kerbing	158.00	m	40.00		6,320.00
4	Linemarking		Item			1,000.00
5	Signage		Item			1,000.00
6						
7	Link paving - Excluded, see Stage 2		Note			
	Roads, Footpaths, Paved Areas				**Total :**	**42,770.00**
Trade : **9** ***Landscaping and Improvements***						
1	Landscaping and irrigation (only where indicated) - Provisional	1.00	Item	40,000.00		40,000.00
	Landscaping and Improvements				**Total :**	**40,000.00**
Trade : **10** ***External Hydraulic Services***						
1	Sewer connection and main run - Assume from Taylor Street	1.00	Item	35,000.00		35,000.00
2	Water connection and main run, hosecocks, etc. - Assume from Taylor Street	1.00	Item	25,000.00		25,000.00
3	Stormwater drainage to cabins		Item			25,000.00
4						
5	Civil stormwater to roadways - Excluded, assume runoff					
	External Hydraulic Services				**Total :**	**85,000.00**
Trade : **11** ***External Electrics***						
1	Allow for SMSB and power reticulation		Item			75,000.00
2	General external lighting lighting - Provisional		Item			15,000.00

Trade Breakup

Job Name : OPT 4 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 4

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
	External Electrics				**Total :**	**90,000.00**
	Trade : **12** ***Preliminaries***					
1	Preliminaries 15%		Item			44,510.00
	Preliminaries				**Total :**	**44,510.00**
	Trade : **13** ***Subtotal - Siteworks***					
	Subtotal - Siteworks				**Total :**	
	Trade : **14** ***Locality Allowance***					
1	Locality allowance for Tambellup 25% - General Siteworks & Services Only		Item			85,000.00
	Locality Allowance				**Total :**	**85,000.00**
	Trade : **15** ***TOTAL - Stage 1***					
	TOTAL - Stage 1				**Total :**	
	Trade : **16**					
1						
					Total :	
	Trade : **17** ***OPTION 4 - Stage 2***					
1						
	OPTION 4 - Stage 2				**Total :**	
	Trade : **18** ***REPLACE EXISTING BUILDING***					
1	Allow to demolish existing building (contains asbestos) and provide new facility to include shower/toilet facilities, camp kitchen and open air communal area - Including site works and service connections	1.00	Item	750,000.00		750,000.00
	REPLACE EXISTING BUILDING				**Total :**	**750,000.00**
	Trade : **19** ***Site Preparation***					

Trade Breakup

Job Name : OPT 4 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 4

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**19** ***Site Preparation***					
	Demolition					
1	Demolish existing fencing - East of tent zone only	60.00	m	75.00		4,500.00
2	Sundry site demolitions - including stage 1 roadway not required		Item			15,000.00
	Siteworks					
3	General site clearance/box out for new paved areas/roadways	998.00	m2	20.00		19,960.00
4	General siteworks to powered caravan sites	1,099.00	m2	5.00		5,495.00
5	General siteworks to recreation space and tent zone	1,865.00	m2	5.00		9,325.00
	Site Preparation				**Total :**	**54,280.00**
Trade :	**20** ***Roads, Footpaths, Paved Areas***					
1	Bitumen paving including base and sub-base	891.00	m2	55.00		49,005.00
2	E/o for crossover	2.00	No	3,000.00		6,000.00
3	Kerbing to bitumen roadways	263.00	m	40.00		10,520.00
4	Kerbing to gravel roadways - Excluded		Note			
5	Linemarking		Item			3,000.00
6	SIgnage		Item			1,500.00
7	General concrete link paving	107.00	m2	225.00		24,075.00
8	Kerbing between camp sites	220.00	m	40.00		8,800.00
	Roads, Footpaths, Paved Areas				**Total :**	**102,900.00**
Trade :	**21** ***Boundary Walls, Fencing, Gates***					
1	Allow for fencing - East of Tent Zone only	60.00	m	200.00		12,000.00
2	E/o for pedestrian access gate	1.00	No	1,500.00		1,500.00
3	E/o for vehicle gate	1.00	No	2,500.00		2,500.00
	Boundary Walls, Fencing, Gates				**Total :**	**16,000.00**
Trade :	**22** ***Outbuildings and Covered Ways***					
1	5m x 5m freestanding gazebo including slab, footings, columns, roof and roof structure	1.00	Item	30,000.00		30,000.00
2						
3	Public BBQ - Excluded		Note			

Trade Breakup

Job Name : OPT 4 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 4

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**22** ***Outbuildings and Covered Ways***					*(Continued)*
4	Picnic furniture - Excluded		Note			
	Outbuildings and Covered Ways				**Total :**	**30,000.00**
Trade :	**23** ***Landscaping and Improvements***					
1	Landscaping works generally lawn and irrigation upgrade/modification to suit new works - Lawn and irrigation replacement in full, excluded		Note			
2	Planting division strips allowed between powered caravan sites		Note			
3	Landscaping and reticulation to powered caravan sites - Provisional	1.00	Item	50,000.00		50,000.00
4	Landscaping and reticulation to recreation space and tent zones - Provisional	1.00	Item	50,000.00		50,000.00
	Landscaping and Improvements				**Total :**	**100,000.00**
Trade :	**24** ***External Hydraulic Services***					
1	Main waste and water connection/runs continued from stage 1		Note			
2	Sewer connection and service including to powered caravan sites - Waste service to Tent Zone, Overflow Camping and Recreation spaces, excluded	1.00	Item	35,000.00		35,000.00
3	Water connection and service including to powered caravan sites, general allowance to sundry zones	1.00	Item	27,500.00		27,500.00
4						
5	Civil stormwater drainage - Excluded		Note			
	External Hydraulic Services				**Total :**	**62,500.00**
Trade :	**25** ***External Electrics***					
1	Main electrical infrastructure allowed for in Stage 1		Note			
2	General site power and lighting, including serviced sites	1.00	Item	50,000.00		50,000.00
	External Electrics				**Total :**	**50,000.00**
Trade :	**26** ***Preliminaries***					
1	Preliminaries 15% - Excluding new toilet block (Inbuilt in PS)		Item			62,320.00
	Preliminaries				**Total :**	**62,320.00**

Trade Breakup

Job Name : OPT 4 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 4

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade : **27** ***Subtotal***						
Subtotal					**Total :**	
Trade : **28** ***Locality Allowance***						
1	Locality allowance for Tambellup 25%		Item			307,000.00
Locality Allowance					**Total :**	**307,000.00**
Trade : **29** ***TOTAL - Stage 2***						
TOTAL - Stage 2					**Total :**	
Trade : **30**						
1						
					Total :	
Trade : **31** ***TOTAL - Stage 1 & 2***						
1						
TOTAL - Stage 1 & 2					**Total :**	
Trade : **32** ***Design Contingency***						
1	Design Contingency 10%		Item			411,000.00
Design Contingency					**Total :**	**411,000.00**
Trade : **33** ***Construction Contingency***						
1	Construction contingency 5%		Item			205,000.00
Construction Contingency					**Total :**	**205,000.00**
Trade : **34** ***Headworks***						
1	Allow for elctrical and hydraulic headworks - Provisional		Item			100,000.00
Headworks					**Total :**	**100,000.00**

Trade Breakup

Job Name : OPT 4 **Job Description**

Client's Name: H+H Architects Tambellup Caravan Park
Option 4

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
Trade :	**35** ***Authority Costs***					
1	Permit, fees and levies		Item			20,000.00
	Authority Costs				**Total :**	**20,000.00**
Trade :	**36** ***Furniture, Fittings and Equipment***					
1	Loose furniture & equipment - Excluded		Note			
	Furniture, Fittings and Equipment				**Total :**	
Trade :	**37** ***Professional Fees***					
1	Professional fees, say		Item			250,000.00
	Professional Fees				**Total :**	**250,000.00**
Trade :	**38** ***Management Fees***					
1	Management fees - Excluded		Note			
	Management Fees				**Total :**	
Trade :	**39** ***Escalation***					
1	Escalation to stage 1 including proportion of contengencies, fees, etc. - Allow 6 months, 3.2%		Item			103,000.00
2	Escalation to stage 2 including proportion of contengencies, fees, etc. - Allow 24 months 10.5%		Item			200,000.00
	Escalation				**Total :**	**303,000.00**
Trade :	**40** ***GST***					
1	GST - Excluded		Note			
	GST				**Total :**	
Trade :	**41** ***Subtotal***					
	Subtotal				**Total :**	
Trade :	**42** ***TOTAL - Project Costs***					
1						

Trade Breakup

Job Name : OPT 4

Client's Name: H+H Architects

Job Description

Tambellup Caravan Park
Option 4

Item No.	Item Description	Quantity	Unit	Rate	Mark Up %	Amount
TOTAL - Project Costs					Total :	

999 Hay Street, Level 10
Perth, Western Australia 6000
Australia
www.ghd.com

DAP ref: DP/12/01359
LG ref: IPA12112235
Our ref: 12574907

14 October 2022

Shire of Broomehill-Tambellup
No. 46 - 48 Norrish Street
TAMBELLUP WA 6320

Shire of Broomehill-Tambellup – DP/12/01359 Flat Rocks Wind Farm – Application for Amendment of a Development Assessment Panel determination (Form 2)

Dear Sir / Madam

GHD Pty Ltd (GHD) acts on behalf of Flat Rocks One Wind Farm Pty Ltd (an entity owned by Enel Green Power Australia Pty Ltd) and Moonies Hill Energy Pty Ltd. In accordance with regulation 17(1)(b) of the *Planning and Development (Development Assessment Panels) Regulations 2011,* we seek an amendment to conditions 4, 21 and 29 of the abovementioned approval.

The purpose of the requested amendments is to correct ambiguous terminology in the current wording, to ensure that the approval is certain and final.

Approvals Background

By way of background, the Flat Rocks Wind Farm is a project which spans approximately 10.0km within the Shires of Broomehill Tambellup and Kojonup.

To this end, the project is the subject of two development approvals –

- In relation to the Shire of Broomehill Tambellup, originally granted by the then Great Southern Regional Joint Development Assessment Panel in 2013 (referred to in greater detail below); and
- In relation to the Shire of Kojonup, originally granted by the Shire of Kojonup in 2011, as the application was lodged prior to the commencement of the Development Assessment Panel regime.

The current approvals for each of the local government areas include identical conditions. A parallel application has been made to the Shire of Kojonup in respect of its approval. It is our firm desire to ensure that the conditions of each approval remain consistent to provide operational certainty into the future.

Table 1 below provides a summary of the Shire of Broomehill Tambellup approval history associated with the project.

999 Hay Street, Level 10
Perth, Western Australia 6000
Australia
www.ghd.com

Table 1 Approvals History

No.	Date	Purpose of approval	Application Trigger	Approval Summary
1	19 July 2013	Original Approval	Nil	Approved subject to 27 conditions and 16 advice notes.
2	7 March 2017	Amendment	Extension to approval date and project design modifications	Approved subject to 35 conditions and 12 advice notes. *all other conditions, footnotes and advice notes remain as per original DAP decision dated 26 July 2013.
3	6 December 2021	Amendment	Amendment to conditions 1, 2, 3, 5 and 10 as follows: 1. The wind farm shall substantially commence by the **6 March 2024**. ~~Within 5 years of the date of this approval.~~ 2. This approval is for a maximum of 35 ~~27~~ wind turbines. 3. The location of the wind turbines shall be generally in accordance with the attached plan dated 22 April 2021 ~~22 February 2017~~, and the application as submitted which includes the 'Flat Rocks Wind Farm Environmental Report' and Appendices. 5. This approval is for Vestas **V150 4.2MW** ~~V126 3.45MW~~ wind turbine, with serrated trailing edges mounted on the blades. Where the use of an alternative wind turbine is proposed, the Applicant must prepare and lodge with the local government a revised Noise Impact Assessment based upon the proposed alternative turbine, which demonstrates that that the alternative turbine can comply with condition ~~32~~ 29 below. 10. The maximum height of each wind turbine shall be **200** ~~180~~ metres, measured from the base of the tower to the rotor tip at its maximum elevation.	Approved subject to 6 conditions and nil advice notes including new condition No. 36: *36. Turbine 7 is to be located a minimum of 700m from the boundary location.* *All other conditions, footnotes and advice notes detailed on the previous approval dated 22 May 2017 shall remain unless altered by this application.

Need for amendment

The need for the amendment arises because of a potential ambiguity in the language used in conditions 4, 21 and 29.

Conditions 21 and 29

Conditions 21 and 29 of the approval refer to 'noise sensitive premises'. That language is a reference to the term as it was used in the former *Planning Bulletin 67: Guidelines for Wind Farm Development* (**PB67**), which stated –

> *Until such time as a formal policy is adopted in Western Australia, the Department of Environment (DoE) endorses the criteria and approach of assessing wind farms based on background noise levels, as described in the South Australian guidelines Environmental Protection Authority – Wind Farms Environmental Noise Guidelines. These guidelines provide that wind farm developments should be constructed and designed to ensure that noise generated will not exceed 5dB(A) above the background sound level or 35dB(A) using a 10-minute LA eq, whichever is the greater, at* ***surrounding noise-sensitive premises.*** (emphasis added)

PB67 has since been superseded by *Position Statement: Renewable energy facilities*. That document refers to both 'noise sensitive land uses' and 'noise sensitive premises'. 'Sensitive land use' is defined in the Position Statement as meaning -

> ***Sensitive land uses*** *comprise land uses that are residential or institutional in nature, where people live or regularly spend extended periods of time. These include dwellings, short-stay accommodation, schools, hospitals and child care centres and generally exclude commercial or industrial premises.*

The ambiguity arises because the term 'noise sensitive premises' also has a separate meaning under the *Environmental Protection (Noise) Regulations 1997* (**Noise Regulations**). The definition is much more expansive, and includes locations such as uninhabited rural land.

A concern has been raised by both Shires that if the definition in the Noise Regulations applied, then condition 29 might need to be read as requiring compliance with a 35dB limit for all surrounding farming land, rather than only at a dwelling.

It is clear that when the approval was first issued, the language used in PB67 was applied in condition 21 and 29, as short hand for the requirements contained within the PB67 which requires assessment using the *South Australian Environmental Protection Authority – Wind Farms Environmental Noise Guidelines* (**SA Guidelines**).

The SA Guidelines do not use the term 'noise sensitive premises', instead imposing a requirement to model, and ultimately measure, sound at 'relevant receivers'.

To paraphrase the term as it is used in the SA Guidelines, a 'relevant receiver' is a premises in which someone resides, or has a valid development approval to build a residential building at which the noise level could potentially exceed the base levels for the area (that is, either 35 or 40dB(A)).

It should be noted that PB67 was superseded by *Position Statement: Renewable Energy Facilities* in March 2020. Relevantly, that document continues to reference the SA Guidelines for the purpose of assessment.

When the development approval is read in the context of its intended purpose, it is evident that the term 'noise sensitive premises' was intended to refer to residential premises. For example –

- Condition 21(a) refers to 'existing' noise sensitive premises.
- Condition 21(b) refers to the potential for the construction of new noise sensitive premises.
- Advice note g(i) refers to the '…potential for vacant lots adjacent to the proposed wind farm to be further developed with **sensitive buildings** and **residential dwellings**'.

Condition 21 would be rendered futile if 'noise sensitive premises' was to be afforded the expansive definition in the Noise Regulations which includes rural zoned land rather than referring to a dwelling.

Condition 4 and amendment to Advice Notes

The amendment to condition 4, and the Advice Notes is to provide consistency of language throughout the document.

Requested amendments

For the reasons set out above, the Applicant seeks amendment of the conditions as set out in the following **Table 2** below.

Table 2 Proposed Amendments

	Existing Wording	**Proposed Wording**
Conditions		
4	*The wind turbines are to be micro-sited in accordance with the following restrictions -* *(a) All wind turbines shall be located a minimum distance of 1 kilometre from any residential dwelling / sensitive premises existing at the time of the issue of this planning approval unless approval in writing is first granted from the owner of that residential dwelling / sensitive premises to a closer location;* *(b) The wind turbines shall be located in accordance with the 'Flat Rocks Wind Farm Landscape and Visual Assessment'. This report requires, in order to satisfy visual amenity considerations, either relocation of specified wind turbines or in the alternative, the implementation of vegetation screening.*	*The wind turbines are to be micro-sited in accordance with the following restrictions -* *a) All wind turbines shall be located a minimum distance of 1 kilometre from any dwelling existing at the time of the issue of this planning approval unless approval in writing is first granted from the owner of that dwelling to a closer location;* *b) The wind turbines shall be located in accordance with the 'Flat Rocks Wind Farm Landscape and Visual Assessment'. This report requires, in order to satisfy visual amenity considerations, either relocation of specified wind turbines or in the alternative, the implementation of vegetation screening.*
21	*Prior to commencing any works, the Applicant is to lodge a Noise Impact Mitigation Management Plan for approval by the local government. The Noise Impact Mitigation Management Plan is to outline the process by which the Applicant will -* *(a) Undertake post-commissioning testing to ensure compliance with condition 29, including testing at existing noise sensitive premises;* *(b) Make arrangements with adjoining landowners regarding the construction of noise sensitive premises on land;* *(c) Modify micro-siting to ensure compliance with condition 29;*	*Prior to commencing any works, the Applicant is to lodge a Noise Impact Mitigation Management Plan for approval by the local government. The Noise Impact Mitigation Management Plan is to outline the process by which the Applicant will -* *a) Undertake post-commissioning testing to ensure compliance with condition 29, including testing at existing dwellings, based upon the testing procedures and analysis contained in the South Australian EPA Wind Farms Environmental Noise Guidelines (2021);* *b) Make arrangements with adjoining landowners regarding the* ***construction of*** *dwellings on land;* *c) Modify micro-siting to ensure compliance with condition 29;* *d) Modify the operation of the wind turbines to ensure compliance with condition 29;*

	Existing Wording	Proposed Wording
	(d) *Modify the operation of the wind turbines to ensure compliance with condition 29;* (e) *Manage complaints regarding noise impact during the operational phase of the development.*	e) *Manage complaints regarding noise impact during the operational phase of the development.*
29	*The Applicant shall ensure at all times that the operation of each wind turbine complies with the following noise levels at noise sensitive premises -* (a) *Will not exceed 35dB(A); or* (b) *Will not exceed the background noise (LA90, 10 minutes) by more than 5dB(A);* *whichever is the greater.*	(a) *The Applicant shall ensure at all times that the operation of the wind farm complies with the following noise levels at dwellings* i. *Will not exceed 35dB(A) (LA90, 10 minutes); or* ii. *Will not exceed the background noise (LA90, 10 minutes) by more than 5dB(A),* *whichever is the greater.* (b) *Assessment of noise impact is to be performed in accordance with SA EPA Wind farms environmental noise guidelines (2021).*
Advice Note		
-	*n/a*	Insert new advice note to reflect changes to condition 4, 21 and 29, in the following terms - *The term 'dwelling' in this approval has the same meaning as the Residential Design Codes Volume 1.*
g	*The applicant is advised that:* i) *There is potential for vacant lots adjacent to the proposed wind farm to be further developed with sensitive buildings and residential dwellings.* ii) *Legislation in Western Australia requires that the wind farm comply with the Environmental Protection (Noise) Regulations 1997.* iii) *The applicant takes the commercial risk that future wind farm operations may need to be altered or modified to continue to comply with noise limitations.* iv) *It is recommended that the applicant prepare and submit acoustic compliance reports by a suitably qualified and independent acoustic engineer to demonstrate compliance with Condition 29 at key stages of development. This would provide compliance assurances to both the local government and surrounding landowners.*	*The applicant is advised that:* i) *There is potential for vacant lots adjacent to the proposed wind farm to be further developed with dwellings.* ii) *Legislation in Western Australia requires that the wind farm comply with the Environmental Protection (Noise) Regulations 1997.* iii) *The applicant takes the commercial risk that future wind farm operations may need to be altered or modified to continue to comply with noise limitations.* iv) *It is recommended that the applicant prepare and submit acoustic compliance reports by a suitably qualified and independent acoustic engineer to demonstrate compliance with Condition 29 at key stages of development. This would provide compliance assurances to both the local government and surrounding landowners.*

Conclusion

We trust that this information is sufficient for the application to be progressed. Please do not hesitate to contact the undersigned should you require any further documentation or explanation.

Regards



Marlaine Lavery
Business Group Leader -Planning, Consultation and Urban Design

08 9721 0749
Marlaine.lavery@ghd.com

Enc.

Memorandum of Understanding (MOU)

at **Location 1245 Jam Creek Road Tambellup**

Shire of Broomehill-Tambellup (**Owner**)

Superloop (Australia) Pty Ltd (**Superloop**)

Date

Parties

Name	Shire of Broomehill-Tambellup
ABN	84 357 652 090
Short form name	**Owner**
Notice details	Shire of Broomehill-Tambellup Telephone: 08 9825 3555 Facsimile 08 9825 1152 Attention: Chief Executive Officer
Name	**Superloop (Australia) Pty Ltd** ACN 169 263 094
Short form name	**Superloop**
Notice details	Level 1, 545 Queen Street, Brisbane QLD 4000 Telephone: (02) 9993 1300 Email: notices@superloop.com Attention: Commercial Facilities Manager
Site Code	B8TAMB

Items

Item 1	**Structure** (clause 1.1) Communications tower and equipment hut
Item 2	**Commencement Date** (clause 1.1) Upon execution of the MOU or prior to execution of the MOU with the prior written consent of the Owner
Item 3	**Termination Date** (clause 1.1) 31 May 2031

Item 4	**Term and Further Term** (clause 8.1)	
	Five (5) years with One (1) additional period of five (5) years	
Item 5	**Nominated Account** (clause 4.3)	
	Bank:	Bendigo Bank
	Branch:	Tambellup-Cranbrook
	Account Name:	Shire of Broomehill-Tambellup Municipal Account
	BSB No:	633-000
	Account No:	109904987

Background

A The Owner controls the Structure and has legal capacity to enter into this Memorandum of Understanding (MOU).

B Superloop is involved in the provision of telecommunications services to the public under the terms of a carrier licence issued under the *Telecommunications Act 1997* (Cth).

C The Owner has agreed to enter into this MOU in order to give Superloop access to install, maintain and use the Equipment on that part of the Structure identified in this MOU and to access that part of the Structure.

D This MOU is subject to Superloop obtaining a land access permit with the land owner in relation to Lot 1245 on Plan 111814- Certificate of Title Volume 1319 Folio 438, Lot 1447 on Plan 122293 – Certificate of Title Volume 1332 Folio 480 and Lot 1228 on Plan 111813 – Certificate of Title Volume 1319 Folio 438, otherwise known as Somerset Farm, Jam Creek Road, Tambellup, WA 6320, which would allow Superloop access to the Structure.

Agreed terms

1. Defined terms & interpretation

1.1 Defined terms

In this MOU:

Agreed Term means the period of time beginning on the Commencement Date and ending on the Termination Date.

Superloop includes any employee, agent or representative of that person.

Superloop Area means that part of the Structure where Superloop installs the Equipment and that part hatched in black on the Construction Drawings.

Business Day means any day other than a Saturday, Sunday, public or special holiday in the locality of the Land.

Commencement Date means the date stated in Item 2.

Construction Drawings means the drawings in Annexure - Rev 1.0..

Equipment means all the telecommunications equipment shown in the Construction Drawings.

Government Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

GST means a goods and services tax or like tax payable by the Owner in respect of a supply under the MOU.

Information table means the part of this document described as Information table.

Item means an item appearing in the Information table.

Owner includes any employee, agent or representative of that person.

Permitted Use means the use of the Superloop Area permitted under clause 2.

State means the State or Territory of the Commonwealth of Australia where the Structure is situated.

Statute means any statute, regulation, proclamation, ordinance or by-law of the Commonwealth of Australia or the State and includes all statutes, regulations, proclamations, ordinances or by-laws varying consolidating or replacing them and all regulations, proclamations, ordinances and by-laws issued under that statute.

Structure means the Structure identified in Item 1.

Structure Manager means the manager appointed by the Owner from time to time, and as advised by the Owner.

Termination Date means the date stated in Item 4.

1.2 Interpretation

In this MOU:

(a) the singular includes the plural and conversely;

(b) a reference to a person or individual includes a corporation, partnership or without limitation, any form of body corporate whatsoever;

(c) a word of one gender includes all genders;

(d) a reference to a clause, information table or annexure is a reference to a clause of or an information table or annexure to this MOU;

(e) the Background forms part of this MOU;

(f) a reference to any MOU or document is a reference to that MOU or document (and, where applicable, any of its provisions) as amended, supplemented or replaced from time to time; and

(g) a reference to any person includes that person's executors, administrators, authorised representatives, successors and permitted assigns.

2. Permitted use

2.1 Superloop Area

The Owner licences to Superloop the use of the Superloop Area during the Agreed Term for the purpose of constructing, maintaining and operating a telecommunications network and telecommunications service.

2.2 Access rights

The Owner licences to Superloop, with 48 hours prior notice during business hours to the Structure Manager (except in the case of emergencies where Superloop can access the Superloop area without notice at any time) and with or without materials, plant and other apparatus and vehicles, the right to access the Structure for the purpose of using the Superloop Area and exercising its rights under this MOU at all times of the day and the night during the Agreed Term.

2.3 Equipment and cabling

Superloop:

(a) may install the Equipment in the positions shown in the Construction Drawings;

(b) may operate, maintain, service, repair and replace the Equipment; and

(c) may install, operate, maintain, service, repair and replace ancillary equipment on the Structure for the proper operation of the Equipment including without limitation above or below ground cabling, wiring, piping, earthing straps, conduit and support structures and all necessary services to the Superloop Area including, without limitation, all electricity and power connections.

2.4 Owner's rights reserved

(a) Passage of services

The Owner reserves its rights to uninterrupted use of all pipes, mains, wires, flues and drains now laid or to be constructed by the Owner in, through and under the Superloop Area save only insofar as such rights do not prevent the operation of the other provisions of this MOU.

(b) Right to inspect services

The Owner may enter the Superloop Area (with or without workers) at all reasonable times and after reasonable prior notice to Superloop accompanied by a representative of Superloop (except in the case of an emergency) for the purpose of inspecting, repairing, altering, renewing or adding any pipes, mains, wires, flues, and drains reserved to the Owner without interfering with Superloop's Equipment.

3. Superloop's rights

3.1 Exclusive occupation

Superloop will occupy the Superloop Area to the exclusion of every other person unless such other person is approved in writing by Superloop beforehand.

3.2 No conflicting rights

The Owner must not grant any rights over or in respect of the Superloop Area to any person other than Superloop which will or may affect access to the Superloop Area or use of the Equipment. Superloop may in its absolute and unfettered discretion (but will not be obliged to) waive its rights under this clause if the Owner so requests in writing.

3.3 Others may act for Superloop

Superloop may authorise others to do all or anything that Superloop is allowed to do under this MOU provided that those others, in so doing, are acting for Superloop within the terms and limitations of this MOU.

4. Electricity fee

4.1 Payment of Annual Electricity Fee

The Annual Electricity Fee for the Agreed Term will be paid annually in advance on or before the Commencement Date and for the balance of the Agreed Term at the fixed sum of five hundred dollars ($500) per annum. Superloop must pay the Annual Electricity Fee to the Owner or to any other person the Owner notifies to Superloop. Any notification must be at least 30 days prior to the date for payment.

4.2 GST

(a) All payments to be made by Superloop under the MOU (including but not limited to the Annual Electricity Fee) are calculated without regard to GST. If a payment by Superloop to the Owner under the MOU is consideration for a supply by the Owner under the MOU on which the Owner must pay GST and the Owner gives Superloop a tax invoice for the amount, Superloop must pay the increased amount.

(b) In this clause 4.2:

(i) words or expressions used which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* have the same meaning; and

(ii) a reference to the Owner or Superloop includes their respective GST group representative member (if applicable).

4.3 Payment by Electronic Funds Transfer

Superloop may pay the Annual Electricity Fee by Electronic Funds Transfer **(EFT)** to the account nominated in Item 5. The Owner may notify another account in Australia to which payments may be made by EFT to replace the account stated in Item 5. The notification must be at least 30 days prior to the date for payment of the Annual Electricity Fee. Payment by EFT by Superloop's banker to the relevant nominated account by the due date is a full discharge for the payment.

5. Maintenance, ownership and removal of the Equipment, reinstatement of the Structure

5.1 Right to remove Equipment

Superloop may sever from the Structure at any time any part of the Equipment that becomes affixed to the Structure.

5.2 Obligations at end of term

Superloop must at or prior to the Termination Date (subject to clause 14.4) or upon the termination of this MOU for any reason, at its own cost:

(a) remove the Equipment from the Structure.

5.3 Maintenance

Superloop will be solely responsible to maintain its Equipment to such condition as Superloop decides but at least in such a manner and to the extent necessary to ensure that the same presents as it did immediately after the installation of the Equipment, fair wear and tear excepted.

5.4 Owner's directions

Superloop will comply with all reasonable and proper directions and requirements from the Owner and its authorised agents regarding entry upon the Structure provided that such directions and requirements do not derogate from Superloop's rights under this MOU.

5.5 No disturbance

Superloop must at all times endeavour to cause as little disturbance as is reasonably possible to the Owner and other occupiers of the Structure and must make good at its own expense any material loss or material damage occasioned by Superloop as per the terms and conditions of this MOU.

5.6 Additional Equipment

During the Agreed Term and after complying with the requirements of any Government Agency having jurisdiction in the matter, Superloop may with the prior written consent of the Owner (which consent includes any new location for equipment and connecting appurtenances and which consent must not be unreasonably withheld) install, erect, construct, dismantle, repair, replace, renew and maintain on the Superloop Area equipment in addition to the Equipment and all connecting appurtenances needed now or in the future to meet Superloop's telecommunications requirements. Equipment and connecting appurtenances installed under this clause become part of the Equipment for the purposes of this MOU.

5.7 Compliance with laws

Superloop must comply promptly with any Statute regulating the use of the Superloop Area and any lawful requirement of a Government Agency having jurisdiction or authority over Superloop in the use of the Superloop Area.

6. Electricity supply

For the purpose of carrying out Superloop's use of the Equipment the Owner must at Superloop's request provide to Superloop the ability at Superloop's cost to connect the Superloop Area to an electricity supply (including making provision for and allowing connection to emergency backup power) and to install such earthing apparatus as is necessary for the safe continuous use of the Equipment.

7. Insurances, etc

7.1 Insurance policies

Superloop will maintain insurance policies in respect of the Superloop Area and Equipment for:

(a) public liability for an amount that would be reasonably prudent for Superloop to maintain from time to time;

(b) damage to any property or things belonging to the Owner and/or Superloop located upon the Structure to the extent that such damage is caused by any act or omission of Superloop; and

(c) damage and all liability to any workers, employees, agents or contractors of Superloop.

7.2 Indemnities

(a) Superloop agrees to indemnify and keep indemnified the Owner from and against all actions, suits, claims, demands, proceedings, losses, damages, compensation costs,

charges and expenses whatsoever to which the Owner may become liable in respect of or arising from:

(i) loss, damage or injury from any cause whatsoever to property or person caused or contributed to by the use by Superloop of the Structure;

(ii) loss, damage, or injury from any cause whatsoever to property or person within the Structure occasioned or contributed to by any act, omission, neglect, breach or default by Superloop; or

(iii) loss, damage, or injury to property or person within the Structure caused by electromagnetic fields, if any, emanating from the Superloop Equipment.

(b) The indemnity provided by Superloop under this clause must be limited to the extent of its contribution to the relevant loss, damage or injury.

(c) The obligations of Superloop under this clause must continue after the expiration or other determination of this MOU in respect of any act, deed, matter or thing happening before such expiration or termination.

7.3 Owner's responsibility

The Owner will be solely responsible for any damages or injury caused to any person by the wilful act, omission or negligence on the part of the Owner.

8. Further term and holding over

8.1 Further term

This MOU will be automatically renewed for the next of the further term(s) (if any) set out in Item 6 unless Superloop gives the Owner notice in writing at least six months prior to the expiration of the Agreed Term that the MOU is not to be renewed. The renewed MOU:

(a) commences on the day after this MOU expires;

(b) is at a licence fee equal to the licence fee for the last year of this MOU increased by the percentage used in Item 5; and

(c) is on the terms and conditions contained in this MOU but not including any provision for renewal in the case of the MOU for the last of the further terms.

8.2 Holding over

If after the Termination Date this MOU continues in operation by the payment and acceptance of the Annual Licence Fee, then this MOU shall continue in operation in all respects from year to year terminable by either party on not less than six month's notice prior to the expiration of the then current year.

9. Warranties

9.1 Legal capacity

The Owner warrants that it has full legal capacity to enter into this MOU so as to give it full force and legal effect according to its terms.

9.2 No damage to Equipment

The Owner warrants that it will not do nor knowingly suffer to be done any act or thing that may interfere with, injure, damage or destroy the Equipment.

9.3 No interference

The Owner must not itself knowingly nor will it knowingly permit any third party to do anything on the Structure which is likely to cause line of sight or radio frequency interference which obstructs, interrupts or impedes the use or operation of Superloop's telecommunications network and telecommunications service operating on the Structure and in the event of Superloop advising

the Owner of any breach of this clause, the Owner will, in good faith, use its every best endeavours to cause removal of such interference, to the extent that it is within its power to do so.

9.4 No interference with rights

Throughout the Agreed Term the Owner must allow Superloop to exercise all the rights of Superloop under this MOU peaceably and without interference from the Owner or any person claiming by through under or in trust for the Owner.

9.5 Warranties by Superloop

(a) Superloop represents and warrants to the Owner that:

(i) it has installed the Equipment in accordance with all relevant Australian standards from time to time; and

(ii) it has the expertise and knowledge in the installation of the Equipment and the appropriateness of its installation in the Superloop Area.

(b) Superloop acknowledges that:

(i) The Owner has made no promise, representation or warranty as to:

(A) the suitability of the Superloop Area for the Permitted Use,

(B) the location of the Equipment,

(C) the Structure, any facilities on the Structure or any businesses to be carried on in the Structure,

(D) any tenant or occupier in the Structure desiring or agreeing to use the Equipment,

(E) the volume or like volume of business or revenue that the Equipment may generate,

(F) any additional space being made available to Superloop in or on the Structure, or

(G) the availability of any standby electricity generation equipment for the Structure;

(ii) other information transferring equipment is installed as at the date of this MOU in and on the Structure ("Existing Equipment") and that such equipment may be replaced with the same types of equipment from time to time during the Agreed Term;

(iii) the Existing Equipment does not prevent the Equipment from operating effectively. Superloop agrees that it will make no objection and shall have no right or claim in respect of or arising out of any interference caused by the location or operation of the Existing Equipment to the Equipment;

(iv) no waiver by the Owner of any breach of any provision of this MOU operates as a waiver of another breach of the same type or any other provision;

(v) it must

(A) use the Superloop Area and all other parts of the Structure; and

(B) affix, install, repair and operate the Equipment,

at its own risk; and

(vi) the Owner is not liable for any loss of or damage to the Equipment except to the extent that the same is caused by the negligence or wilful act or omission of the Owner, its agents, contractors or employees.

10. Termination

10.1 Events of termination

If:

(a) the Structure is substantially damaged or destroyed or the Superloop Area is damaged or destroyed or if there is interruption to access to the Superloop Area or the Equipment so as to render the Superloop Area or any part of the Superloop Area wholly or substantially unfit for the occupation or use of Superloop or the Superloop Area or the Equipment inaccessible by any means of access; or

(b) Superloop commits a material breach of any of its obligations and has not remedied that breach within a reasonable period having regard to the nature of the breach; or

(c) any application for a required consent to a permit for the installation and use of the Superloop Area as part of a telecommunications network and telecommunications service is finally rejected or is cancelled, lapses or is otherwise terminated and no further or replacement consent or permit can reasonably be obtained; or

(d) the Superloop Area no longer services customers of Superloop; or

(e) the Superloop Area is rendered unfit for Superloop's use by reason of the emergence of significant radio communications interference,

then this MOU may be terminated immediately by written notice, by Superloop in the case of clauses 10.1(a), (c), (d) and (e) and by the Owner in the case of clause 10.1(b).

10.2 Effect on rights or liabilities

Termination of this MOU does not affect the rights or liabilities of the parties in relation to any cause of action accruing prior to termination.

10.3 Superloop to yield up

Superloop must at the expiration or sooner termination of the Agreed Term yield up the Superloop Area in good repair and clean condition fair wear and tear excepted having regard to their condition at the Commencement Date.

11. Assignment or Transfer

11.1 No assignment without consent

Superloop must not assign its rights or transfer its rights to a third party under this MOU except under clause 11.2 or with the prior written consent of the Owner under clause 11.3.

11.2 Assignment to a Related Body Corporate

Superloop may from time to time assign its rights under this MOU to a Related Body Corporate (as that term is defined in the *Corporations Act 2001* (Cth)) of Superloop.

11.3 Consent not to be unreasonably withheld

Subject to clause 11.2, Superloop may assign its rights or transfer its rights to a third party under this MOU with the prior written consent of the Owner, such consent not to be unreasonably withheld.

12. Sale or mortgage of Structure

The Owner will not sell or mortgage the Structure or otherwise deal with that part of the Structure comprising the Superloop Area without first:

(a) giving to Superloop written notice of its intention to so deal with the Structure not less than 14 days prior to entering upon such dealing; and

(b) procuring MOU from the purchaser, the mortgagee or other person with whom the Owner deals with the Structure requiring that purchaser, mortgagee or other person to be bound by the terms of this MOU.

13. Notices

13.1 Method of service

Any notice to be given under this MOU by one of the parties to the other must be in writing and is given for all purposes by delivery in person, by pre-paid post, email or by facsimile addressed to the receiving party at the address set out in the notice details in the Information Table.

13.2 Time of service

Any notice given in accordance with this MOU will be deemed to have been duly served in the case of posting at the expiration of two Business Days after the date of posting and in the case of facsimile or other electronic transmission, on the first Business Day after the system on which the notice was sent records the notice as having been transmitted.

13.3 Change of address

A party may at any time change its address, postal address, telephone or facsimile number by giving written notice to the other party.

14. General

14.1 Unlawful provisions

If any provision of this MOU is for any reason unlawful or ineffective according to its intended terms then that provision will, to the extent only that it is so unlawful or ineffective, be deemed always to have been excluded from this MOU, but otherwise every other provision, and that provision to the extent that it is not unlawful or ineffective, will continue to operate in full force and effect.

14.2 Governing law

This MOU is to be governed by the laws of the State where the Structure and is located and both parties agree to submit to the non-exclusive jurisdiction of the Courts of that State.

14.3 Costs and stamp duty

(a) Superloop must pay:

(i) its own legal costs and disbursements in relation to the preparation and execution of this MOU; and

(ii) any and all stamp duty which may be assessed on this MOU

(b) The Owner must pay:

(i) its own legal costs and disbursements in relation to the preparation and execution of this MOU; and

(ii) the costs of obtaining any mortgagee or other consent.

14.4 Telecommunications Act

This MOU is without prejudice to Superloop's rights under Schedule 3 of the *Telecommunications Act 1997* (Cth).

Signing page

EXECUTED as an MOU.

Executed by **Shire of Broomehill-Tambellup** in accordance with Section 9.49 of the *Local Government Act 1995*

Signature of Chief Executive Officer

Keith Williams

Name of Chief Executive Officer

Executed by **Superloop (Australia) Pty Ltd ACN 169 263 094** in accordance with section 127 of the *Corporations Act 2001*

Signature of director

Lidia Valenzuela

Name of director (print)

Signature of ~~director~~/company secretary
(Please delete as applicable)

RONALD LAKE

Name of director/company secretary (print)

Annexure A

Construction Drawings (clause 1.1)

Annexure to MOU lot 1245 Jam Creek Road Tambellup

Indicative Drawing - Not to Scale

Proposal for Base-Station Build Project Using Existing 27m Telecommunication Guyed Mast

Tambellup - Site 6+7

TITLE: Proposal	**Original Design By:** Haseeb Ijaz	**Original Document Date:** 04 May 2020
SITE: Tambellup, WA 6320 (Site 6+7)	**BA - DF - License#** Base-Station Build Proposal	**Revision:** 2.0 - 30 Nov 20 - Hi

CONFIDENTIAL: The intended audience are the Client, Technical Staff and Superloop employees. NOT TO BE DISTRIBUTED TO OTHER DEPARTMENTS OR THIRD PARTIES WITHOUT AUTHORISATION

superloop

Address: Level 1, 203 Pacific Highway, St Leonards, NSW 2065
Telephone: 1300 244 2
General Enquiries:
info@superloop.com
www.superloop.com

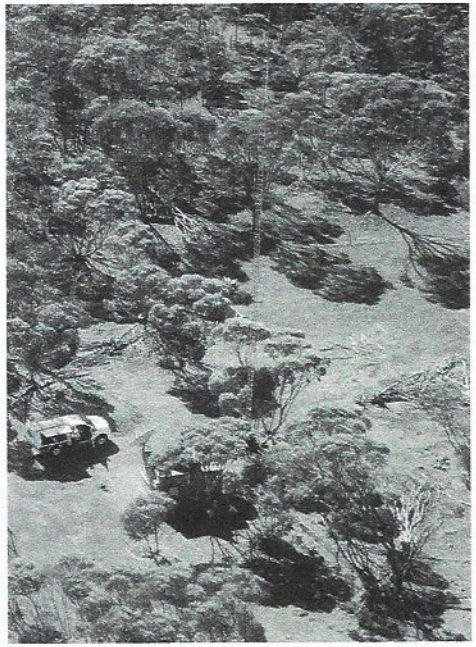
11.3.1 - Superloop MOU 1245 James Road, Dartnall

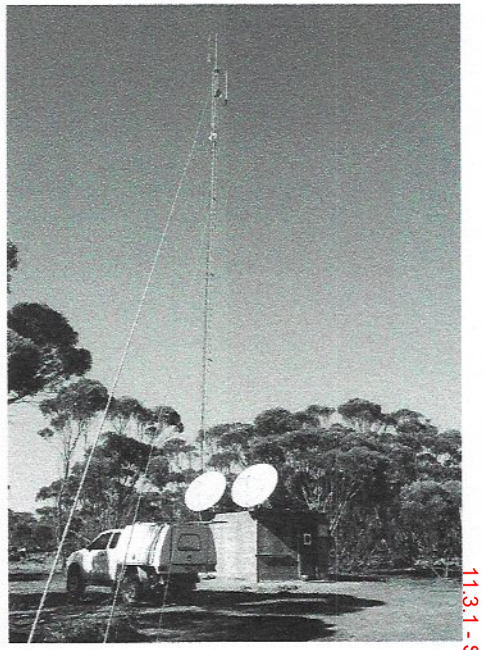
Indicative Drawing - Not to Scale

Site Map

Address: Off Jam Creek Road, Tambellup, WA 6320







Existing Emergency Services Tower

TITLE: Site Location	**Original Design By:** Haseeb Ijaz	**Original Document Date:** 04 May 2020
SITE: Tambellup, WA 6320 (Site 6+7)	**BA - DF - License#** Base-Station Build Proposal	**Revision:** 2.0 - 30 Nov 20 - Hi

CONFIDENTIAL: The intended audience are the Client, Technical Staff and Superloop employees. NOT TO BE DISTRIBUTED TO OTHER DEPARTMENTS OR THIRD PARTIES WITHOUT AUTHORISATION

superloop

Address: Level 1, 203 Pacific Highway, St Leonards, NSW 2065
Telephone: 1300 244 2
General Enquiries
info@superloop.com
www.superloop.com

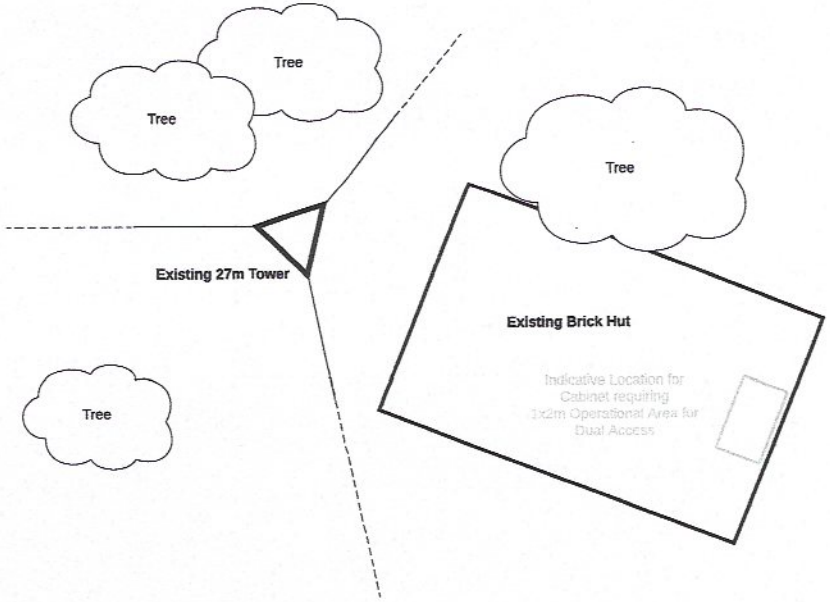
11.3.1 - Superloop MOU 1245 Jam Creek Road, Dartnall

Indicative Drawing - Not to Scale

Site Markup



Site Aerial View



Emergency Services Tower Site

TITLE: Site Plan	**Original Design By:** Haseeb Ijaz	**Original Document Date:** 04 May 2020
SITE: Tambellup, WA 6320 (Site 6+7)	**BA - DF - License#** Base-Station Build Proposal	**Revision:** 2.0 - 30 Nov 20 - Hi

CONFIDENTIAL: The intended audience are the Client, Technical Staff and Superloop employees. NOT TO BE DISTRIBUTED TO OTHER DEPARTMENTS OR THIRD PARTIES WITHOUT AUTHORISATION

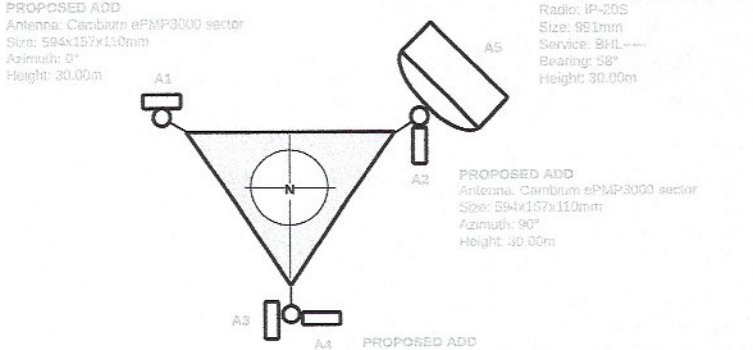
superloop

Address: Level 1, 203 Pacific Highway, St Leonards, NSW 2065
Telephone: 1300 244 287
General Enquiries: info@superloop.com
www.superloop.com

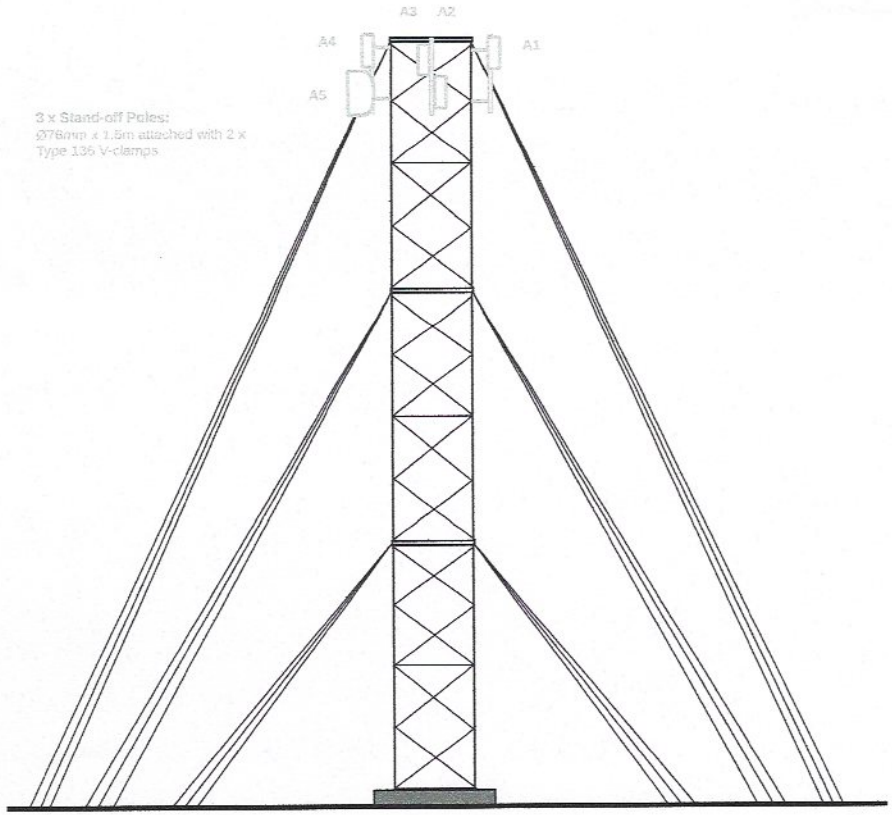
11.3.1 - Superloop MOU 1245 Jamieson Road, Dartnall

Indicative Drawing - Not to Scale

Tower Elevation with Equipment Plan



Antenna Plan
(Top View)



Tower Elevation

TITLE: Tower Elevation with Equipment Plan	**Original Design By:** Haseeb Ijaz	**Original Document Date:** 04 May 2020
SITE: Tambellup, WA 6320 (Site 6+7)	**BA - DF - License#** Base-Station Build Proposal	**Revision:** 2.0 - 30 Nov 20 - Hi

CONFIDENTIAL: The intended audience are the Client, Technical Staff and Superloop employees. NOT TO BE DISTRIBUTED TO OTHER DEPARTMENTS OR THIRD PARTIES WITHOUT AUTHORISATION

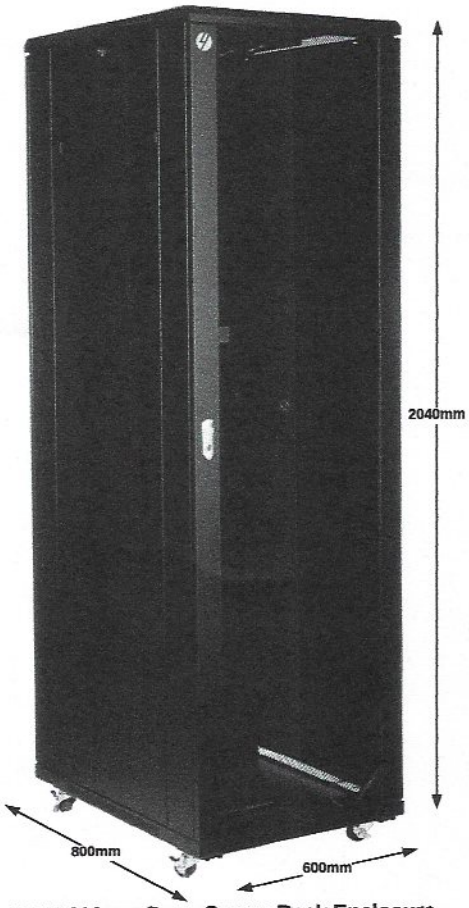
superloop

Address: Level 1, 203 Pacific Highway, St Leonards, NSW 2065
Telephone: *1300 244 247*
General Enquiries:
info@superloop.com
www.superloop.com

11.3.1 - Superloop MOU 1245 Jarrahdale Road, Dartnall

Indicative Drawing - Not to Scale

42RU Indoor Equipment Cabinet



42RU 800mm Deep Server Rack Enclosure

TITLE: Indoor Cabinet	Original Design By: Haseeb Ijaz	Original Document Date: 04 May 2020
SITE: Tambellup, WA 6320 (Site 6+7)	BA - DF - License# Base-Station Build Proposal	Revision: 2.0 - 30 Nov 20 - Hi

CONFIDENTIAL: The intended audience are the Client, Technical Staff and Superloop employees. NOT TO BE DISTRIBUTED TO OTHER DEPARTMENTS OR THIRD PARTIES WITHOUT AUTHORISATION

superloop

Address: Level 1, 203 Pacific Highway, St Leonards, NSW 2065
Telephone: 1300 244 427
General Enquiries: info@superloop.com
www.superloop.com

11.3.1 - Superloop MOU 1245 Jarrahdene Road, Dartnall

GREAT SOUTHERN ZONE ROADS COMMITTEE

Notes of the meeting held on Friday 21 October 2022
in the Shire of Broomehill-Tambellup Council Chambers commencing at 8.02am

Attendance:

Shire of Plantagenet	Cr Len Handasyde, David Lynch
Shire of Woodanilling	Cr Dale Douglas, Cr Russel Thomson
Shire of Broomehill-Tambellup	Cr Mark Paganoni (via Zoom), Kay O'Neill (notes)
Shire of Kojonup	Cr Kevin Gale
Shire of Kent	Cr Scott Crosby
City of Albany	Damon Lawrence (via Zoom)
Regional Development Australia (RDA)	Andrus Budrikis

Visitors:

Great Southern Development Commission (GSDC)	Pippa Hepburn
Main Roads WA	Brad Lenton
Rural & Regional Economic Solutions	Juliet Grist (via Zoom)

1. OPENING

Cr Len Handasyde welcomed everyone to the workshop and summarised the outcomes from the previous meeting.

2. CONFIRMATION OF MINUTES

Moved Cr S Crosby, seconded Cr R Thomson that the minutes of the previous meeting held on 19 August 2022 be confirmed.

CARRIED

3. PRESENTATION – JULIET GRIST, RURAL & REGIONAL ECONOMIC SOLUTIONS

Juliet joined the meeting via Zoom.

Juliet presented an overview of the Wheatbelt Secondary Freight Network strategy, outlining the processes and pathways taken in developing their regional strategy for the road transport route throughout that region.

Initially the data was collected and collated for a submission to Infrastructure Australia for funding under the National Freight & Supply Chain Strategy. RDA have given permission for sharing of this submission to the group as it contains useful comparative data for the Great Southern Region. A copy will be emailed to Len.

Data was sourced or referred to from existing documents to ensure a strategic fit; Wheatbelt Blue Print, Road Safety Commission, Wheatbelt Development Commission Lime Strategy, Roads 2030.

A participating Local Government's Engineer was engaged to project manage the data collection from the region, working closely with MRWA and local governments.

Federal funding of $150 million was secured through the 'Roads of Strategic Importance' program to implement the strategy.

A weighting method was used to determine routes and prioritise roads, the detail of this is included in the presentation. Routes selected were with a focus on heavy vehicle movement, as this was the reasoning for the funding submission.

A copy of the powerpoint presentation will be provided to Len to circulate to members.

Q – What was the estimated Engineering cost?
A – Approximately $40,000; the benefits of using one Engineer across the whole region ensured consistency in costing, third party evaluation (by firm BG&E) and design meaning that all roads were constructed to the same standard.

Q – What RAV network status were roads constructed to and any consideration given to future requirements?
A – All roads in the Strategy were constructed to Road Standard Type 6 – includes minimum 5m seal and sealed shoulders.

Q – Was there participation from all 42 Shires in the Wheatbelt region?
A – Yes, all Shires participated and contributed seed funding, even those without roads/routes included in the Strategy.

Q – Did the Strategy include only local government roads, or were State roads included as well.
A – Only local government roads were included in the Strategy.

Q – Were future savings on maintenance and upkeep considered as part of the Cost Benefit Analysis?
A – Yes, avoiding end of life costs were a large factor. The business case considered preservation costs could be avoided if there was significant investment. The reduction in maintenance and repair of heavy vehicles if routes were upgraded was also considered.

Q – The group met with Federal Government representatives, how was the business case received?
A - Very well, the timing of the release of funding was fortuitous and Ministers were open to having these discussions. State Ministers Mia Davies and Mathias Cormann advocated for the group.

Len thanked Juliet for her presentation, and she left the meeting at 8.42am. Len will circulate the powerpoint presentation to the group.

4. REGIONAL DEVELOPMENT AUSTRALIA GREAT SOUTHERN

Andrus queried whether group had considered road network issues beyond the Great Southern boundary, and the inclusion of Ravensthorpe as they are not in the WALGA Zone. RDA could facilitate this communication.

5. GREAT SOUTHERN DEVELOPMENT COMMISSION

Pippa thanked the group for the invitation to this meeting. For understanding, she clarified the structure of the group in terms of the members present and representation for the region. Len advised that members were nominated from the WALGA Zone and information was shared back to all Shires.

Pippa suggested that the GSDC and RDA's role could be working with the group to investigate funding pathways going forward.

6. MAIN ROADS WA

Brad supported the groups objectives, and suggested that the list of roads be narrowed down to focus on routes with freight as importance. He suggested that the construction standards used in the Wheatbelt region be mirrored for consistency across boundaries.

He advised that the majority of roads in the great southern are rated RAV 7, and that there is a potential increase in length of vehicles in this classification to 42m under the PBS.

7. RAIL PROJECT

Kevin reported that the draft paper was presented to the WALGA Zone meeting in August.

8. LIST OF PRIORITY ROADS

It was agreed that the list of roads be reviewed, and determine priority freight routes. Data collected will justify the priorities. The list to be reviewed in conjunction with the Wheatbelt strategy and routes adjoining automatically being prioritised to ensure connectivity beyond the great southern region. Look at the road network as a whole in terms of movement of heavy vehicles. Shires have been requested to collect data on focus roads over the harvest period.

Mapping of to be reviewed and updated for latest inclusions. Ian Duncan, WALGA may have mapping tools available and his team may be able to assist.

Scott will review the list of roads and mapping and update where needed. Mark offered to assist.

9. WORKING UP A PLAN

The following steps to be taken from here –

- Update the list of roads and mapping, the group to agree on the final list
- Collection of data from Shires, up to 5 years of data if available
- Determine who to send the data to
- Request financial contributions/commitment from Shires

10. FUNDING ARRANGEMENTS

A request to be put through the next Zone meeting seeking a commitment for initial seed funding of $4,000 per Shire to engage a consultant to develop a method for data collection from Shires, collation and analysis. Len to approach Juliet, her previous experience and expertise will be invaluable in setting the pathway.

An approach then to be made to RDA and GSDC for funding to go towards the consultant costs. WALGA Zone to manage the funds on behalf of the group.

MOTION

Moved Cr Crosby, seconded Cr Gale that WALGA Great Southern Zone Shires be requested to each make a contribution of $4,000 to the Great Southern Zone Road Committee as initial seed funding to begin preliminary work for data collation and analysis; and that a formal request be made to RDA Great Southern and the Great Southern Development Commission for a co-contribution of $10,000.

CARRIED

11. CBH & BUNGE

Continual contact maintained with CBH and Bunge to keep them informed.
Scott and Mark to liaise with their contacts.

12. ACTION ITEMS

All items noted from last meeting were supported unanimously at the August Zone meeting.

From this meeting –

- Scott & Mark – maintain contact with CBH and Bunge
- Scott – review routes and update mapping
- Len - provide the list of routes to Scott, and circulate to group
- Len – circulate Juliet's powerpoint presentation to the group
- Len – formulate request to WALGA Zone for funding commitment from Shires included in October Zone meeting
- RDA and GSDC – investigate funding pathways

13. DATE OF NEXT MEETING & CLOSURE

The next meeting will be held on Friday 9 December in Tambellup.
Cr Len Handasyde thanked the group for their attendance and contributions.
The meeting closed at 9.50am.

Great Southern Region
Project Ranking - State and Local Roads

Group	Local or State	Route	Value to the Region 0 to 10	Feasibility 0 to 10	Comments	Total Score (out of 20)	Overall Ranking
Coastal	Local	Lower Denmark Road	7	7	Valuable tourist / local link Albany - Denmark.	14	1
Coastal	Local	Stockyard Road	7	7	Vital link South West to Great Southern.	14	1
Coastal	State	Albany Highway	10	10	Major link from Perth to Albany, wide reserve so major works able to be carried out easily.	20	1
East	Local	South Coast Highway	10	10	Major.	20	1
East	Local	Chester Pass Road	10	10	Major.	20	1
West	State	Great Southern Highway	10	10	Reconstruction required in areas instead of just resealing.	20	1
West	Local	Cartmeticup Rd - Robinson Rd, link from Woody - Oxsley Road	10	10	Can be improved with widening shoulders to 8 m.	20	1
West	Local	Robinson Rd West					
Coastal	Local	Woogenellup Road	6	7	Reconstruction in part.	13	2
Coastal	Local	Chillinup Road	6	7	Reconstruct and widen, seal in part.	13	2
Coastal	Local	Kojaneerup West Road	6	7	Main route to CBH bin from Wellstead and local area.	13	2
Coastal	Local	Palmdale Road	6	7	Through link City of Albany and Shire of Plantagenet.	13	2
Coastal	State	South Coast Highway	8	8	Most re-alignments already done in City of Albany area, remaining areas are relatively wide and able to be worked on.	16	2
West	State	Albany Highway	10	10	Reconstruction required in areas instead of just resealing.	20	2
West	Local	Katanning - Dumbleyung	8	10	Maintain.	18	2
Coastal	Local	Ocean Beach Road	7	5	Increase pavement strength.	12	3
Coastal	State	Denmark - Mt Barker Road	6	7	Needs widening and full reconstruction in part.	13	3
East	Local	Broomehill Jerramungup Road	9	9	RARF Strategy.	18	3
East	Local	Formby South	9	9	Freight route, CBH RAV route, RARF.	18	3
West	State	Broomehill - Gnowangerup	10	10	Reconstruction required in areas instead of just resealing.	20	3
West	Local	Tie-Line (Broomehill - Tambellup), Broomehill - Gnowangerup	7	10	Only 6 m wide for RAV 7.	17	3
West	Local	Pootenup	7	10	Needs a slip lane where meets Great Southern Highway.	17	3
Coastal	Local	Scotsdale Road	7	4	Increase pavement strength.	11	4
Coastal	State	Muir Highway (Denmark turnoff to Perup, Shire of Manjimup)	7	5	Significant environmental issues with clearing to remove bends.	12	4
East	Local	Borden Bremer Bay Road	8	9	Tourism - mix of heavy freight and tourist vehicles, linking Chester Pass to the coast, RARF.	17	4
East	Local	Tieline Road	8	9	East west across tech groups, feeder Broomehill CBH, RARF.	17	4
East	Local	Gnowangerup Tambellup Road	8	9	Links Gnowangerup and Tambellup freight roads, RARF.	17	4
East	Local	Datatine Road	8	9	Tourism road, major freight / grain.	17	4
East	Local	Newdegate Pingrup	8	9	Tourism, freight grain.	17	4
East	Local	Nyabing - Katanning	8	9	Freight and grain, tourism.	17	4
West	State	Kojonup - Pingrup	10	10	Reconstruction required in areas instead of just resealing.	20	4
Coastal	Local	McLeod Road	6	4	Realign corners.	10	5

Coastal	Local	Settlement Road	7	3	Failed sections, reconstruct.	10	5
Coastal	Local	Frankland - Rocky Gully	5	5	Through link Shire of Plantagenet and Shire of Cranbrook.	10	5
Coastal	State	Chester Pass Road	6	5	Areas that need upgrades have environmental and engineering issues / constraints.	11	5
East	Local	Kwobrup Road / Kwobrup North	7	9	Lime Gypsum freight route, CBH RAV route.	16	5
East	Local	Salt River Road	7	9	Tourism link from Albany Highway to Chester Pass Road.	16	5
West	State	Kojonup - Donnybrook	10	10	Reconstruction required in areas instead of just resealing.	20	5
West	Local	Kojonup - Broomehill	7	9	More reconstruction widening required, more re-alignment.	16	5
Coastal	Local	Pile Road	3	4	Failed sections, reconstruct.	7	6
Coastal	Local	Sturdee Road	4	3	Reconstruct and widen.	7	6
Coastal	Local	Mallawillup Road	4	3	Reconstruct and widen in part.	7	6
East	Local	Needilup North	7	8	Gypsum freight route, tourism.	15	6
East	Local	Rabbit Proof Fence Road	7	8	Grain and livestock, tourism.	15	6
West	Local	Kojonup - Darkan	9	6	Needs complete reconstruction.	15	6
Coastal	Local	Salt River Road	3	5	Local link for rural uses.	8	7
East	Local	Meechi Road / Swamp Road	6	8	Tourism and local traffic.	14	7
West	Local	Kojonup - Frankland	8	6	Needs complete reconstruction.	14	7
West	Local	Warrenup - Nookanellup	8	5	Not currently sealed, needs sealing.	13	8
West	Local	Tambellup West to Tambellup - Gnowangerup Road	7	6	Needs widening and maintenance.	13	8
West	Local	Shenton - Trimmer	6	5	Parallel route to Great Southern Highway, Woodanilling - Katanning connection.	11	9
Coastal	Local	Salt River Road					
West	Local	Youngs Rd - Woodanilling					
West	Local	Leggoe/Gorn Rd - Woodanilling			Services abattoir, piggery, flower farm, etc		
West	Local	Kukerin Rd					
West	Local	Trimmer Rd			Main run from Wagin via Woody to Katanning or Top end of Dumbleyung to Katanning		
West	Local	Shamrock Rd					
West	Local	Jingalup Rd					
West	Local	Riverdale Rd					
West	Local	Tone Rd					