NOTICE OF ORDINARY COUNCIL MEETING

Notice is hereby given that our ORDINARY COUNCIL MEETING will be held in the Council Office Boardroom, 6-8 Richardson Place, Roxby Downs on WEDNESDAY 7TH JUNE 2017 commencing at 5:00pm.

A copy of the Agenda for the above meeting is attached to this notice.

For Geoff Whitbread
Administrator

2 June 2017
AGENDA

Meeting: Ordinary Council Meeting
Meeting Date & Time: Wednesday 7th June 2017 at 5:00pm
Location: Council Office Boardroom, 6-8 Richardson Place, Roxby Downs

1. Opening Statement

   I wish to acknowledge the Kokatha peoples, the traditional owners of the land on which we meet today and pay my respect to their Elders past and present and extend that respect to other Aboriginal and Torres Strait Islander people who are present today.

2. In Attendance

3. Confirmation of Minutes of the Previous Meeting

   The Minutes of the Council Meeting held on 26th April 2017 be confirmed as a true and accurate record of proceedings.

4. Council Reports

   4.1 Healthy Eating Policy
   4.2 Procurement Policy
   4.3 Disposal of Land and Assets Policy
   4.4 2016/17 Budget Third Budget Review
   4.5 Roxby Power Standard Contractual Terms and Conditions for the Sale or Supply of Electricity
   4.6 Dog and Cat Registration and Management Fees for the 2017/2018 Financial Year
   4.7 Development Application Decisions
   4.8 Road Closure for NAIDOC 2017 Main Street Festival
   4.9 Financial Delegation
   4.10 Draft Annual Business Plan 2017/2018 – Receiving of Submissions from 5:30pm to 6:30pm

5. Community Presentations, Petitions and Deputations

   Nil

6. Next Meeting

   The next Ordinary Council Meeting is scheduled for 28 June 2017 at 4:00pm - Council Office Boardroom, 6-8 Richardson Place, Roxby Downs, unless advised otherwise, by notice on the Council's website.

7. Closure
MINUTES

Meeting
Ordinary Council Meeting

Meeting Date & Time
Wednesday 26 April 2017 at 4:00pm

Location
Council Office Boardroom, 6-8 Richardson Place, Roxby Downs

Present
Geoff Whitbread (Administrator)

Staff Present
Michelle Hales (Manager Corporate Services and Community Board),
Drew Ellis (Finance Manager), Iain Boehm (Business Systems &
Effectiveness Manager), Tony Weir (Roxbylink General Manager), Kerrie
Thomas (Administration)

Apologies
Nil

1. Council Opening
The meeting commenced at 4.00pm.

2. In Attendance
As Above.

3. Confirmation of Minutes of the Previous Meeting
The Minutes of the Council Meeting held on 29 March 2017 were confirmed as a true and accurate record
of proceedings.

4. Adoption of Council Resolutions
4.1 Registrar of Dogs
Resolution: Effective from the 5 April 2017, the appointment as the Registrar of Dogs be
delegated to Elizabeth Steer, Municipal Works Compliance Officer.

Resolution: That the Review of Council Decisions Policy and Procedure, as presented, be
adopted.

4.3 Safe Drinking Water Risk Management Plan

5. Community Presentations, Petitions and Deputations
Nil

6. Next Meeting
The next Ordinary Council Meeting is scheduled for 7 June 2017 at 4:00 pm - Council Office Boardroom,
6-8 Richardson Place, Roxby Downs, unless advised otherwise, by notice on the Council's website.
7. Closure

The meeting closed at 4:06 pm.

Geoff Whitbread
Administrator
7 June 2017
Meeting Date 7 June 2017
Title of Report Healthy Eating Policy

1. Purpose
To adopt a new policy

2. Recommendation
That the Healthy Eating Policy for the Roxbylink Café and Kiosk, as presented, be adopted.

3. Background
SA Health has identified four priority areas for future health planning. One of these is to increase opportunities for healthy eating. This priority area was incorporated into Council’s Healthy Community Plan (Public Health Plan) 2014.

Section (4) (e) of the Public Health Act 2011 also encourages communities to plan for, create and maintain a healthy environment. The purpose of this policy is to ensure that members of the community have an opportunity to access healthy food and drink choices when attending Council operated facilities.

4. Discussion
The Roxby Downs Healthy Community Plan (2014) includes an action relating to increasing healthy food options in Council owned facilities. This policy represents the first stage in the implementation of this action and aims to encourage and support the community to make food and drink choices that impact positively on health.

5. Policy Implications
5.1 Financial / Budget
Healthy food options will be at a price point that is affordable and cheaper than less healthy food and drink choices. The impact on revenue will be monitored through half yearly sales comparisons. Interchange between Dunes Café and Kiosk will reduce waste and, therefore, should increase profit margins.

5.2 Resources
Menu planning and sourcing of ingredients and suppliers may take additional time

5.3 Legal and Risk Management
Compliance with the Australian Government’s Department of Health and Ageing Australian Dietary Guidelines
6. Report Consultation
   - Roxbylink staff
   - Senior Management Team
   - Roxby Downs Health Forum which includes local health professionals
   - St Barbara’s Parish School

   Note: Roxby Downs Area School and SA Health were invited to comment but no feedback was received

7. Attachments
   Healthy Eating Policy for the Roxbylink Café and Kiosk

8. Report Authorisers
   Michelle Hales
   Manager Corporate Services and Community Board
<table>
<thead>
<tr>
<th>TITLE</th>
<th>POLICY – HEALTHY EATING POLICY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Latest Review Changes</td>
<td></td>
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<tr>
<td>Previous Council Reviews</td>
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<tr>
<td>Previous Audit Committee Reviews</td>
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</tbody>
</table>

**Applicable Legislation:**
- Public Health Act (2011)
- Local Government Act (1999)

**Related Policies (alphabetical list):**

**Related Procedures:**

**Reference Documents:**
- Roxby Healthy Community Plan (Public Health Plan) (2014)
- South Australia: A Better Place to Live (2013) SA Health
1. POLICY STATEMENT

The Municipal Council of Roxby Downs understands and recognises the importance of good nutrition to the health and wellbeing of our community. We recognize that we have a responsibility to ensure that healthy food and drink choices are encouraged, promoted and accessible at all times.

This policy has been developed in line with key priorities as outlined in the Roxby Healthy Community Plan. These priorities include two key areas:

Priority Area 1: Promoting Healthy Choices.
Priority Area 5: Children and Young people.

The Roxby Healthy Community Plan also addresses the following key areas:

- Support access to local healthy food.
- Increase healthy food options in Council owned facilities.
- Support access to health information.

Concerning fact 'The proportion of four year old boys in Roxby Downs assessed as being obese in the three year period 2010 to 2012 was over three times (3.23 times) the rate in the Non Metropolitan Region at 19.3% compared to 6.0%.'

Roxby Council is committed to protecting and enhancing the health and well-being of the community and recognises that most Council functions have a direct impact on this.

The Dunes Cafe and Roxbylink Kiosk are both popular venues for members of the community particularly children and teenagers to access snacks, hot food and drinks after swimming, competing or training in their chosen sport or activity.

The aim of this policy is to increase the appeal, affordability, accessibility, understanding and provision of healthy food and drink choices at the Dunes Cafe and Roxbylink Kiosk and to ensure sustainability regardless of future changes in management or staff.

2. CONSTRUCTIVE CULTURE LINKS

The implementation of this policy, associated procedures and training will help to develop an understanding of the importance and benefits of healthy food and drink choices amongst management, staff and customers. The policy aims to promote the following constructive behaviours:

- An increased understanding of the importance of healthy food and drink choices and the impact that this will have on the overall health of the Roxby Downs community
- Healthy Food Choices

3. DEFINITIONS

Employer
In the context of this document, employer refers to Roxby Council.

Employees
In the context of this document, employees refers to all Council staff, volunteers, trainees, work experience placements who are performing duties/tasks on behalf of the Council, and contractors providing services to the Council.

Manager
In the context of this document, manager refers to all manager/supervisor positions within the Council irrespective of their actual title (e.g. Manager, Team Leader, Co-ordinator etc.).
Customer
In the context of this document, customer refers to those individuals purchasing items from the Dunes Café and Roxbylink Café.

4. PRINCIPLES

When applying this policy, Roxbylink management and staff should be guided by the following principles:

- Dunes Cafe and the Roxbylink Kiosk hold the opportunity to act as a role model within the community.
- Food and drink offered will reflect current Australian government recommendations for people living in Australia to achieve and maintain good health.
- All members of the community have the right to access healthy food and drink.
- Healthy food and drink choices should be promoted using consistent and positive messages.
- Healthier food and drink choices be made easily visible – placed at top of the menu.
- Easily accessible and at eye level on counter with less healthy choices placed in less visible areas.
- To be cheaper than less healthy choices.

- As stated in the Australian Dietary Guidelines:

  ‘There are many ways for Australians to achieve dietary patterns that promote health and wellbeing and reduce the risk of chronic disease. Diet is arguably the single most important behavioural risk factor that can be improved to have a significant impact on health.

  As the quality and quantity of foods and drinks consumed has a significant impact on the health and wellbeing of individuals, society and the environment, better nutrition has huge potential to improve individual and public health and decrease healthcare costs.

  ‘The prevalence of overweight and obesity has increased dramatically over the past 30 years and is now around 60% in adults and 25% in children and adolescents.’

5. POLICY IMPLEMENTATION

The Municipal Council of Roxby Downs understands it is important that the healthy eating and drinking message is consistent.

- Healthy options will be sold at a more favourable rate than less healthy alternatives.
- The Dunes Café and Roxbylink Kiosk will introduce and continue to sell healthy options in place of less healthy alternatives and in a more prominent position.
- Healthy options will always be promoted, guided by Australian government recommendations for people living in Australia to achieve and maintain good health.
- Interchange between Dunes Café and Roxbylink kiosk to reduce waste and increase overall profit margins.

Promotion

- Promotional signage and displays will be established to support healthy food and drink choices. These will be displayed prominently around the Dunes Café and Roxbylink kiosk.
• Healthier Food choices to be displayed in more prominent areas than less healthy food choices.
• Advertising and promotion of less healthy alternatives will be discouraged.

Education
• Managers will pro-actively educate staff on the healthy eating policy, the importance of healthy eating and our role within the community for this.
• Safe food handling training to continue for all staff who prepare and handle food particularly with increased requirement for fresh produce ie. Fruit/veg being available.

6. POLICY FEEDBACK AND REVIEW

• Members of the public may inspect this Policy on the council website.
• This policy will be reviewed at the end of 2017 and every three years thereafter.
• Initial 3 month review to assess success of program and if any further strategies are required.
• Six monthly annual evaluation through Sales comparisons.

7. REFERENCES:

REPORT FOR COUNCIL MEETING

Meeting Date 7 June 2017
Title of Report Procurement Policy

1. Purpose
Periodic review and amendment to an existing Council policy

2. Recommendation
That the Procurement Policy, as presented, be adopted.

3. Background
Pursuant to Section 49 of the Local Government Act 1999 councils must develop and maintain procurement policies, practices and procedures directed towards:

- Obtaining value in the expenditure of public money; and
- Providing for ethical and fair treatment of participants; and
- Ensuring probity, accountability and transparency in procurement operations

These policies are reviewed annually.

4. Discussion
This Procurement Policy replaces the former Contracts-Tendering Policy and has been modified to reflect the Local Government Association Model Policy Document.

5. Policy Implications
5.1 Financial / Budget
Nil

5.2 Resources
Nil

5.3 Legal and Risk Management
Officers undertaking procurement must do so in accordance with their approved delegated financial authority.

6. Report Consultation
Senior Management Team

7. Attachments
Procurement Policy
8. **Report Authorisers**

Michelle Hales  
Manager Corporate Services and Community Board
<table>
<thead>
<tr>
<th>TITLE</th>
<th>POLICY - PROCUREMENT</th>
</tr>
</thead>
</table>
| Latest Review Changes | Replaces former 'Contracts – Tendering Policy'  
Modify to reflect LGA Model Policy document.  
Create separate Disposal of Land & Assets Policy'. |
| Previous Council Reviews | 04.06.2015  
23.02.2011  
30.05.2009  
21.04.2003 |
| Previous Audit Committee Reviews | 28.08.2015  
22.02.2011  
25.11.2010  
08.07.2010 |

Applicable Legislation:  

Related Policies (alphabetical list):  

- Code of Conduct for Council Employees  
- Credit Card Policy  
- Disposal of Land & Assets Policy  
- Financial Internal Control Policy  
- Prudential Management Policy  
- Risk Management Policy
Related Procedures:

<table>
<thead>
<tr>
<th>Procedure</th>
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<tbody>
<tr>
<td>Procurement Procedures Manual - under development</td>
</tr>
<tr>
<td>Plant Procedure</td>
</tr>
<tr>
<td>Creating Orders in Open Office Guide</td>
</tr>
</tbody>
</table>

Reference Documents:

<table>
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<tr>
<th>Document</th>
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<tbody>
<tr>
<td>Procurement Glossary</td>
</tr>
<tr>
<td>Financial Delegations</td>
</tr>
<tr>
<td>LGA Procurement Handbook - latest version from LGA web site (LINK)</td>
</tr>
<tr>
<td>Standard Procurement Templates (various)</td>
</tr>
</tbody>
</table>
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1. PURPOSE

This Procurement Policy (the Policy) sets out the matters to be considered by Roxby Council (the Council) when procuring Goods, Services and Works.

It provides both Council officers and the Market with a Procurement framework that defines the methods by which Council can acquire Goods, Services and Works.

Section 49 of the Local Government Act 1999 (the Act) requires Councils in South Australia to prepare and adopt policies relating to:

- the contracting out of services; and
- competitive tendering and the use of other measures to ensure that services are delivered cost-effectively; and
- the use of local goods and services.

Section 49 of the Act also requires Councils to develop and maintain Procurement policies and procedures directed towards -

- obtaining value in the expenditure of public money; and
- providing for ethical and fair treatment of participants; and
- ensuring probity, accountability and transparency in Procurement operations.

Procurement undertaken by the Council shall be consistent with and support Council's Strategic Management Plan and Annual Business Plan.

2. POLICY SCOPE

This Policy applies to all Procurement activities performed by Council to source Goods, Services or Works from external Suppliers - see Figure 1 below.

![Procurement Process Model](image)

The Policy does not apply to:
3. POLICY OBJECTIVE

The Policy is designed to assist Council in achieving best-practice Procurement outcomes by:

- enhancing value-for-money through fair, competitive, non-discriminatory Procurement;
- promoting the use of resources in an efficient, effective and ethical manner;
- making decisions with probity, accountability and transparency;
- working within Council’s economic, social and environmental policies;
- providing reasonable opportunity for competitive local businesses to supply to Council;
- appropriately managing risk; and
- ensuring compliance with all relevant legislation.

In some cases, Council may experience Procurement difficulties as a consequence of its remote location. This may require flexibility in the application of Procurement practices to ensure balance is achieved across the various Objectives and Principles set-out in this Policy.

4. PRINCIPLES

4.1 Procurement Pre-requisites

Council will only approach the Market after –

- establishing a clear need for the required Goods, Services or Works,
- complying with Prudential Management Policy requirements, and
- gaining proper approval for the proposed expenditure

4.2 Obtaining Value for Money

An assessment of value for money must include, where applicable, consideration of:

- whole of life costs, not just purchase price;
- the contribution to Council’s long term plan and strategic direction;
- any relevant direct and indirect benefits to Council, both tangible and intangible;
- the efficiency and effectiveness of the proposed Procurement method, including Council’s internal administration costs;
- the performance history of each Respondent;
- fitness for purpose of the proposed Goods, Services or Works;
- technical compliance with the Requirement specification;
- risk assessment; and
- the value of any associated environmental benefits.

4.3 Risk Management

Council will adopt sound risk management principles in its Procurement activities consistent with the Council’s Risk Management Policy.
4.4 **Probity, Ethical Behaviour and Fair Dealing**

Council is to behave with impartiality, fairness, independence, openness and integrity in all discussions and negotiations, and use its best endeavours to deal with all Respondents on the basis of mutual trust and respect.

Council will maintain the confidentiality of commercial information provided by Suppliers. Clauses dealing with the treatment of Confidential Information will be included in all Purchase Agreements.

4.5 **Accountability, Transparency and Reporting**

Records detailing all aspects of a Procurement process are to be maintained and appropriate documentation completed commensurate with the nature and complexity of the transaction.

4.6 **Efficient Procurement Practices**

Standard processes and documentation will be used wherever possible to ensure efficiency and consistency. Panel arrangements and pre-qualification of Suppliers will be utilised to improve the efficiency of the Procurement process and reduce the impact of repetitive bidding on Respondents.

4.7 **Use of Local Suppliers**

Where all other factors are equal, the Council may, to the extent permitted by law, favour the engagement of Suppliers operating within the area of Roxby Downs.

The following criteria are to be considered in selecting a local Supplier

- the creation of local employment opportunities;
- increased availability of local servicing support;
- increased convenience in dealing with the Supplier for contract management;
- economic growth within the local area;
- benefit to Council of associated local commercial transaction; and/or
- the short and long term impact of the Procurement on local business.

Where a suitable local area Supplier is not available then preference may be given to Adelaide based, South Australian based and then Australia based Suppliers of Goods, Services or Works, in that order.

4.8 **Emergency Situations**

From time to time, Council may have to respond to emergency situations. Under these circumstances the Administrator may decide to take whatever action is required to ensure a prompt and effective Procurement is undertaken in the best interests of the Roxby Community.

4.9 **Work Health and Safety**

The Council will only engage Suppliers who are able to demonstrate Work Health and Safety practices that meet industry standards.

As a minimum, this will be compliance to the Work Health, Safety and Welfare Act 2014 and all associated regulations. Additional health and safety requirements specific to the Procurement will be advised in the Procurement Documentation.
4.10 Environmental Management and Sustainability

Council will seek to:

- adopt purchasing practices which conserve natural resources;
- align the Council's Procurement activities with principles of ecological sustainability;
- purchase recycled and environmentally preferred products where possible;
- integrate relevant principles of waste minimisation and energy;
- foster the development of products and Services which have a low environmental impact;
- provide leadership to business, industry and the community in promoting the use of environmentally sensitive Goods and Services.

When engaging Suppliers, Council will require a minimum standard of environmental management which includes compliance with all applicable environmental law, regulations and licences. Additional environmental requirements specific to the Procurement will be advised in the Procurement Documentation.
5. PROCUREMENT MODES

5.1 Pre-existing Procurement Agreements

The first step in all cases is to determine if any pre-existing Supplier agreements are in place for the Requirement. Pre-existing Supplier agreements include -

- an existing Contract established by Council for sourcing the Requirement, or
- a preferred Supplier Panel created by Council, or
- a preferred Supplier Panel created by LGAP or State Government that has been accepted by Council as a preferred source of supply.

Where a pre-existing Supplier agreement is in place, it should be used in preference to commencing a new Procurement process. If it is determined that the pre-existing Supplier agreement is unsuitable, the reasons for not using it must be recorded as part of the Procurement process.

5.2 Procurement Modes

The following three (3) Procurement Modes are recognised –

Direct Procurement

Council identifies and purchases required Goods and/or Services from a single source, without first seeking competing Offers.

This method is suitable for routine operational requirements where the value of Goods and Services is low, risk is minimal and the Supplier has a proven track-record in supplying the requirement.

NOTE - where a better Procurement outcome could be achieved through competitive bidding, a Simple Purchasing approach is required, even if other factors would allow Direct Purchasing.

Simple Procurement

Council either –

- seeks competitive quotes/proposals from a number of potential Suppliers, with the responses (Offers) being evaluated using a simplified method;
- or directly engages a preferred Supplier for a specialised, detailed or multi-faceted Requirement.

In all cases –

Respondents are provided with a written specification (Request for Quote/Proposal).

AND

the preferred Offer is accepted by means of a Purchase Order or signed Contract.

This method is suitable for –

- mid to high value Goods, Services and Works
- or where the Requirement involves moderate levels of complexity (eg multiple elements) and/or low to medium risk.
Complex Procurement (Tenders)

Council seeks quotes/proposals from a number of potential Suppliers using an open or restricted tendering process. Responses (Offers) are evaluated formally against a comprehensive set of criteria and the preferred Offer is accepted by means of a signed Contract.

This method is required for high value, high risk projects, and where multiple parties are involved in either the funding or the delivery of the requirement.

5.3 Procurement Mode Selection

Council may, having regard to its Procurement Principles and any other factors considered relevant by the Council, in its absolute discretion determine the appropriate Procurement Mode for a given Requirement.

The following table provides a guide for selecting the appropriate Procurement Mode.

<table>
<thead>
<tr>
<th>Purchase Price Range</th>
<th>DIRECT</th>
<th>SIMPLE</th>
<th>COMPLEX</th>
</tr>
</thead>
<tbody>
<tr>
<td>&lt; $10,000</td>
<td>Basic, Routine Goods and Services</td>
<td>Special Purpose or Multi-part or Competitive Bid</td>
<td></td>
</tr>
<tr>
<td>$10,001 - $100,000</td>
<td></td>
<td>Low-Medium Risk</td>
<td>High Risk</td>
</tr>
<tr>
<td>&gt;$100,000</td>
<td></td>
<td></td>
<td>All</td>
</tr>
</tbody>
</table>

**Figure 2 - Procurement Mode Selection Guide**

In applying the financial thresholds:
- sum the total expenditure over the life of the contract, including any extension;
- treat a series of related transactions as 1 transaction; and
- ignore that all or some of the cost may be funded by other levels of government.

NOTE - if the recommended Procurement mode is not used, the reasons for not using it must be recorded as part of the Procurement process.
6. DIRECT PROCUREMENT MODE

6.1 Planning

| Identify Need (Requirement) | The need is typically 'self-evident' – ie in response to an operational requirement. |
| Research & Plan | Cursory market research – eg what 'specials' are on offer |
| Finalise Strategy | Confirm budgetary compliance. Obtain approvals from person with necessary Delegation level - see Section 11. |

6.2 Purchasing

| Approach Market | Select single supplier based on past practice and/or 'common knowledge'. Supplier offer may be established by – |
| Evaluate Offers | Not applicable – competitive offers not sought |

6.3 Managing Delivery

| Manage Value | Personal (point-of-sale) purchase – |
| Debrief & Learn | Informal sharing of buying experience and Supplier suitability. |
| | ■ determination of suitability established at time of purchase; |
| | ■ payment at time of Purchase using credit card, cash or on-account; |
| | ■ Tax invoice / receipt always required. |
| Online Purchase | initiate a process for receipt and inspection of Goods; payment at time of Order placement using credit card; Tax invoice / receipt always required |
| Purchase Order Purchase | initiate a process for receipt and inspection of Goods; payment upon receipt of Tax Invoice. |
7. SIMPLE PROCUREMENT MODE

7.1 Planning

| Identify Need (Requirement) | For Goods, prepare a written Specification that includes (where applicable) -  
|                           | - make and model, dimensions, minimum performance, environmental factors, delivery, warranties, associated Services.  
|                           | For Services, prepare a written Specification that includes (where applicable) -  
|                           | - deliverables, performance criteria, target date, skills required, warranties, insurances, WH&S factors.  
|                           | In ALL instances -  
|                           | - prepare a Business Case, and  
|                           | - prepare a Risk Statement. |

| Research & Plan | Single Supplier  
|                | - Select a Supplier based on past practice and/or Supplier capability evaluation.  
|                | Competitive Bid  
|                | - Prepare an Offer Evaluation Plan.  
|                | - Select a maximum of 3 Suppliers based on past practice and/or Supplier capability evaluation. |

| Finalise Strategy | Confirm budgetary compliance.  
|                  | Obtain approvals from a person with the necessary Delegation level - see Section 11. |

7.2 Purchasing

| Approach Market | Single Supplier  
|                | - Provide selected Supplier with a written Specification - use of the "Short Form" RFQ template is preferred but not mandatory.  
|                | - Obtain written quote from the Supplier - RFQ or Supplier format as applicable.  
|                | Competitive Bid  
|                | - Provide selected Suppliers with a written Specification using the "Short Form" RFQ template.  
|                | - Obtain written quotes from Suppliers using the RFQ format. |

| Evaluate Offers | Evaluate Offers against the criteria established and record the decisions in writing (Competitive Bid only). |

| Establish Contract (Acceptance of Offer) | Issue a Purchase Order referencing the Supplier Quote or prepare and execute a Contract.  
|                                         | Notify unsuccessful Respondents (Competitive Bid only). |
7.3 Managing Delivery

<table>
<thead>
<tr>
<th>Manage Value</th>
<th>Goods –</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• initiate a process for receipt and inspection of Goods;</td>
</tr>
<tr>
<td></td>
<td>• payment upon confirmation of Goods received as specified and receipt of Supplier Tax Invoice</td>
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<tr>
<td></td>
<td>Services -</td>
</tr>
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<td></td>
<td>• monitor performance of Service delivery and achievement of delivery milestones;</td>
</tr>
<tr>
<td></td>
<td>• implement a formal Variance processing and approval procedure;</td>
</tr>
<tr>
<td></td>
<td>• approve payment of fees upon receipt of Supplier Tax Invoice.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Debrief &amp; Learn</th>
<th>Goods –</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• delivery according to Specification assumed as the default;</td>
</tr>
<tr>
<td></td>
<td>• make written records of failed delivery or non-compliance to Specifications.</td>
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<tr>
<td></td>
<td>Services -</td>
</tr>
<tr>
<td></td>
<td>• record performance issues and Variances as part of Project Management process.</td>
</tr>
</tbody>
</table>
8. COMPLEX PURCHASING MODE (TENDERS)

8.1 General Principles

A Request for Tender (RFT) may be Restricted to a limited number of potential Suppliers, for example based on the results of an REOI, or Open in which case anyone may respond.

Alternative offers included in a tender are not to be considered unless specifically provided for in the tender documents.

All Tenders will be called in accordance with documented Tender Management procedures (Procurement Manual).

8.2 Planning

<table>
<thead>
<tr>
<th>Identify Need (Requirement)</th>
<th>For Goods, prepare a written Specification that includes (where applicable) -</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• make and model, dimensions, minimum performance, environmental factors, delivery, warranties, associated Services.</td>
</tr>
<tr>
<td></td>
<td>For Services, prepare a written Specification that includes (where applicable) -</td>
</tr>
<tr>
<td></td>
<td>• deliverables, performance criteria, target date, skills required, warranties, insurances, WH&amp;S factors.</td>
</tr>
<tr>
<td></td>
<td>For Works, prepare a written Specification that includes (where applicable) -</td>
</tr>
<tr>
<td></td>
<td>• specification of Goods and Services to be supplied (see above), and</td>
</tr>
<tr>
<td></td>
<td>• drawings, funding arrangements, partnering or consortium guidelines and contractual terms.</td>
</tr>
<tr>
<td></td>
<td>In ALL instances -</td>
</tr>
<tr>
<td></td>
<td>• prepare a Business Case, and</td>
</tr>
<tr>
<td></td>
<td>• prepare a Risk Statement.</td>
</tr>
</tbody>
</table>

| Research & Plan | • If applicable, Conduct a Request for Expressions of Interest (REOI) - see Section 9. |
|                | • Determine the Market Approach method - Restricted or Open Tender. |
|                | • Prepare an Offer Evaluation Plan. |
|                | • Prepare a Funding Plan. |

| Finalise Strategy | • Confirm budgetary compliance. |
|                  | • Prepare draft Tender documents for internal review and approvals. |
|                  | • Obtain approvals from person with necessary Delegation level - see Section 11. |
### 8.3 Purchasing

<table>
<thead>
<tr>
<th>Approach Market</th>
<th>Restricted Tender</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>■ Provide selected Supplier with copies of the Tender Documents.</td>
</tr>
<tr>
<td></td>
<td>■ Obtain written quotes from Suppliers using the Tender Document format.</td>
</tr>
<tr>
<td>Open Tender</td>
<td>■ Publish details of the Tender in the manner specified in the Procurement Procedures Manual.</td>
</tr>
<tr>
<td></td>
<td>■ Provide Respondents with copies of the Tender Documents.</td>
</tr>
<tr>
<td></td>
<td>■ Obtain written quotes from Suppliers using the Tender Document format.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Evaluate Offers</th>
<th>Implement all stages of the specified Tender Evaluation process, as published in the Tender Document.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Enter into dialogue with Respondents in accordance with the Procurement Procedures Manual.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Establish Contract (Acceptance of Offer)</th>
<th>Issue a Purchase Order referencing the Supplier Quote or prepare and execute a Contract.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Notify unsuccessful Respondents.</td>
</tr>
</tbody>
</table>

### 8.4 Managing Delivery

<table>
<thead>
<tr>
<th>Manage Value</th>
<th>Goods –</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>■ initiate process for receipt and inspection of Goods;</td>
</tr>
<tr>
<td></td>
<td>■ payment upon confirmation of Goods received as specified and receipt of Supplier Tax Invoice</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Manage Value</th>
<th>Services -</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>■ monitor performance of Service delivery and achievement of delivery milestones;</td>
</tr>
<tr>
<td></td>
<td>■ implement a formal Variance processing and approval procedure;</td>
</tr>
<tr>
<td></td>
<td>■ approve payment of fees upon receipt of Supplier Tax Invoice.</td>
</tr>
</tbody>
</table>

| Debrief & Learn | Conduct a formal Procurement Evaluation process in accordance with the Procurement Procedures Manual. |
9. REQUESTS FOR EXPRESSION OF INTEREST (REOI)

Issuing a Request for Expressions of Interest may be appropriate for high-value and/or complex Requirements where Council does not have a clear understanding of the Market and/or potential Respondents.

The REOI process allows Council to prepare a shortlist of potential Suppliers who may then be invited to participate in a Restricted Tender process.

The Council may also seek Expressions of Interest to test the Market or solicit ideas. The process is the same as for a normal Procurement process, except responses do not constitute a binding offer capable of acceptance by the Council to form a Contract.

Council must clearly communicate its intentions when seeking Expressions of Interest so that the Market is not misled.

Where Prices are being sought for budgeting purposes only, that intent shall be made clear to the Market.

10. UNSOLICITED PROPOSALS

10.1 General Principles

Unsolicited Proposals up to a value of $500,000 may be considered by Council - Proposals of greater value are to be immediately rejected as a matter of Policy.

Proposals that are rejected on the basis of value or as a consequence of the following evaluation process should nevertheless undergo an internal evaluation to determine merit for future planning purposes.

10.2 Initial Evaluation

An initial evaluation of an Unsolicited Proposal will be conducted by Council to determine that:

- there are no competing proposals under consideration by Council,
- the proposal is consistent with Council's Strategic Management Plan,
- the proposal is unique and could not be delivered by any other Supplier within the proposed cost and timeframe,
- there is evidence that the proposal represents value for money, and
- there is evidence that the Proponent has the required skills and experience to deliver the project.

An Unsolicited Proposal that fails any of these tests is to be rejected and the Proponent advised in writing of the reason(s).

10.3 Detailed Evaluation

Unsolicited Proposals that pass the Initial Evaluation will undergo a full Procurement procedure using either the Simple or Complex mode (as appropriate), as if Council had made the initial approach to the Proponent and had received the proposal (Offer) in response.
11. DELEGATIONS & APPROVALS

11.1 Financial Delegations

Council Officers can only approve Procurement expenditure in accordance with the Financial Delegation approved for their position - see 'Financial Delegations' reference document.

Officers giving approval for Procurement expenditure are required to review all associated Procurement documentation to ensure they are fully conversant with the Procurement process.

11.2 Separation of Powers

Procurement expenditure in excess of $10,000 cannot be authorised by the person responsible for managing the Procurement process.

11.3 Timing of Approval

Approval must be obtained from an appropriately authorised Officer before an Offer is accepted -
- in the case of acceptance of an Offer by Purchase Order, prior to forwarding a Purchase Order to a Supplier, or
- in the case of acceptance of an Offer by entering into a Contract, prior to advising the Supplier that its Offer has been accepted.

11.4 Unbudgeted & Over-budget Purchases

No Goods, Services or Works may be procured unless they have been included in an approved budget. Expenditure which does not form part of an approved budget may not be incurred or committed without formal approval of the Administrator.

Where the value of a Procurement is likely to exceed the budget for that activity, formal approval of the Administrator is required before an Offer is accepted.

11.5 Contract Variations

Contract variations costing 5% or more of the original contract value or resulting in a cumulative cost variation of 10% or more of the original contract value must be approved as if the new (varied) total contract value is being approved.

12. CONDUCT OF OFFICERS

Council officers involved in the Procurement process will at all times undertake their duties in an ethical and impartial manner with the highest level of integrity.

Officers will not engage in any activity that would create a conflict between personal interests and the interests of the Council.

Council employees are bound by a Code of Conduct which addresses issues such as conflict of interest, gifts and hospitality and improper influence.

13. PUBLIC ACCESS TO POLICY

Sections 49(4) and 132(1)(a) of the Local Government Act entitle a person to inspect (without charge) this Policy at the principal business office of the Council during ordinary business hours. Under s. 49(5) and s. 132(1)(b), a person is entitled, on payment of a fee fixed by the Council, to a copy of this Policy.

Section 132(3)(d) requires that the Council should, so far as is reasonably practicable, make this Policy available for inspection on the Internet within a reasonable time after the Policy is available at the principal office of the Council.
14. LEGAL AND OTHER ISSUES

There are a number of legal issues and detailed internal procedures in relation to the administration of this policy which should be documented to support this policy.

15. POLICY REVIEW

The effectiveness of this Policy will be reviewed annually within Council’s Strategic Management Planning framework.

Amendments to the Policy will not affect Procurement initiatives that have already involved formal approaches to the Market - ie issuing of RFQ, Tender or equivalent documentation to potential Suppliers. This does not include initiatives that have only involved an REOI approach to the Market.
REPORT FOR COUNCIL MEETING

Meeting Date 7 June 2017
Title of Report Disposal of Land and Assets Policy

1. Purpose
To adopt a new policy.

2. Recommendation
That the Disposal of Land and Assets Policy, as presented, be adopted.

3. Background
Pursuant to Section 49 (1) (d) of the Local Government Act 1999 councils must prepare and adopt policies that cover the sale or disposal of land or other assets.

The policy framework for the disposal of land and assets was previously contained within the former Tenders and Contracts Policy.

4. Discussion
The policy covers the disposal of land and both major and minor plant and equipment and forms part of a suite of policies previously covered by the Tenders and Contracts Policy.

5. Policy Implications
5.1 Financial / Budget
Nil

5.2 Resources
Nil

5.3 Legal and Risk Management
Nil

6. Report Consultation
Senior Management Team

7. Attachments
Disposal of Land and Assets Policy
8. Report Authorisers

Michelle Hales
Manager Corporate Services and Community Board
# POLICY - DISPOSAL OF LAND & ASSETS

**Policy Date**: 07.06.17  
**Original Adoption Date**: 07.06.17  
**Current Adoption Date**: 07.06.17  
**Audit Committee Review Date**: NA  
**Date of Review**: 30.06.18  

<table>
<thead>
<tr>
<th>TITLE</th>
<th>POLICY - DISPOSAL OF LAND &amp; ASSETS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Latest Review Changes</td>
<td>Introduced as a separate policy.</td>
</tr>
<tr>
<td>Previous Council Reviews</td>
<td></td>
</tr>
<tr>
<td>Previous Audit Committee Reviews</td>
<td></td>
</tr>
</tbody>
</table>

**Applicable Legislation:**

**Related Policies (alphabetical list):**
- Code of Conduct for Council Employees
- Financial Internal Control Policy
- Procurement Policy
- Prudential Management Policy
- Risk Management Policy

**Related Procedures:**
- Plant Procedure

**Reference Documents:**
- Procurement Glossary
- Financial Delegations
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1. INTRODUCTION

This Disposal of Land and Assets Policy (the Policy) sets out the principles and procedures to be followed by Roxby Council (the Council) when disposing of Land and Assets in compliance with Section 49 of the Local Government Act 1999 (the Act).

This Policy seeks to:

- define the methods by which Land and Assets are disposed of;
- demonstrate accountability and responsibility of Council to ratepayers;
- be fair and equitable to all parties involved;
- enable all processes to be monitored and recorded; and
- ensure that the best possible outcome is achieved for the Council.

Furthermore, Section 49 (a1) of the Act requires Council to develop and maintain policies, practices and procedures directed towards:

- obtaining value in the expenditure of public money; and
- providing for ethical and fair treatment of participants; and
- ensuring probity, accountability and transparency in all disposal processes.

However, this Policy does not cover:

- Land sold by Council for the non-payment of rates; or
- disposal of goods which are not owned by the Council, such as abandoned vehicles, as these are dealt with in the Act.

2. DEFINITIONS

The following definitions are in addition to those contained in the Procurement Glossary document.

In this Policy, unless the contrary intention appears, these words have the following meanings:

Asset includes Major Plant and Equipment and Minor Plant and Equipment.

Land includes community land, vacant land, operational land, road reserves, any legal interest in land, and any other land-related assets, including all buildings (community and operational) on Land.

Major Plant and Equipment includes all major machinery and equipment owned by the Council. It includes all trucks, graders, other operating machinery and major plant items. It does not include Minor Plant and Equipment.

Minor Plant and Equipment includes all minor plant and equipment owned by Council. It includes all loose tools, store items, furniture, second hand items removed from Major Plant and Equipment (such as air conditioners, bricks and pavers), information technology and communication items and surplus bulk items (such as sand and gravel).
3. POLICY PRINCIPLES

Council must have regard to the following principles in its disposal of Land and Assets:

3.1 Encouragement of open and effective competition

3.2 Obtaining Value for Money

This is not restricted to price alone.

An assessment of value for money must include consideration of (where applicable):
- the contribution to Council’s long term financial plan and strategic management plans;
- any relevant direct and indirect benefits to Council, both tangible and intangible;
- efficiency and effectiveness;
- the costs of various disposal methods;
- internal administration costs;
- risk exposure; and
- the value of any associated environmental benefits.

3.3 Probity, Ethical Behaviour and Fair Dealing

Council is to behave with impartiality, fairness, independence, openness and integrity in all discussions and negotiations, and use its best endeavours to deal with all Respondents on the basis of mutual trust and respect.

Council will maintain the confidentiality of commercial information provided by Suppliers. Clauses dealing with the treatment of Confidential Information will be included in all Purchase Agreements.

3.4 Accountability, Transparency and Reporting

Records detailing all aspects of a Procurement process are to be maintained and appropriate documentation completed commensurate with the nature and complexity of the transaction.

3.5 Compliance With Legislation

Including the following:
- Local Government Act 1999 (SA)
- Real Property Act 1886 (SA)
- Land and Business (Sale and Conveyancing) Act 1994 (SA)
- Development Act 1993 (SA)
- Retail and Commercial Leases Act 1995 (SA)
- Residential Tenancies Act 1995 (SA)
- Strata Titles Act 1988 (SA)
- Crown Land Management Act 2009 (SA)
- Community Titles Act 1996 (SA)
- Roads (Opening and Closing) Act 1991 (SA)
- Land Acquisition Act 1969 (SA).
4. CONSIDERATIONS

Any decision to dispose of Land and Assets will be made after considering (where applicable):

- the usefulness of the Land or Asset;
- the current market value of the Land or Asset;
- the annual cost of maintenance;
- any alternative future use of the Land or Asset;
- any duplication of the Land or Asset or the service provided by the Land or Asset;
- any impact the disposal of the Land or Asset may have on the community;
- any cultural or historical significance of the Land or Asset;
- the positive and negative impacts the disposal of the Land or Asset may have on the operations of the Council;
- the long term plans and strategic direction of the Council;
- the remaining useful life, particularly of an Asset;
- a benefit and risk analysis of the proposed disposal;
- the results of any community consultation process;
- any restrictions on the proposed disposal;
- the content of any community land management plan; and
- any other relevant policies of the Council, including:
  - its Service Range Policy and associated Service Level Policies;
  - its Internal Financial Controls Policy and Prudential Management Policy; and
  - its policy with respect to managing conflicts of interest.

5. DISPOSAL METHODS

5.1 Land disposal

- The Council may resolve to dispose of Land.

- Where the Land forms or formed a road or part of a road, the Council must ensure that the Land is closed under the *Roads Opening and Closing Act 1991 (SA)* prior to its disposal.

- Where Land is classified as community land, the Council must:
  - undertake public consultation in accordance with the Act and the Council’s public consultation policy; and
  - ensure that the process for the revocation of the classification of Land as community land has been concluded prior to its disposal; and
  - comply with all other requirements under the Act in respect of the disposal of community land.

- Where the Council proposes to dispose of Land through the grant of a leasehold interest, the Council must have complied with its obligations under the Act, including its public consultation obligations under Section 202 of the Act.

- The Council will, where appropriate, dispose of Land through one of the following methods:
- **open market sale** - advertisement for disposal of the Land through the local paper and where appropriate, a paper circulating in the State, or by procuring the services of a licensed real estate agent and/or auctioneer (following compliance with the Council's Procurement Policy);

- **expressions of interest** - seeking expressions of interest for the Land;

- **select tender** - seeking tenders from a selected group of persons or companies;

- **open tender** - openly seeking bids through tenders, including public auction;

- **by negotiation** – with owners of land adjoining the Land or others with a pre-existing interest in the Land, or where the Land is to be used by a purchaser whose purpose for the Land is consistent with the Council’s strategic objectives for the Land.

**Selection of a suitable disposal method will include consideration of (where appropriate):**

- the number of known potential purchasers of the Land;

- the original intention for the use of the Land;

- the current and possible preferred future use of the Land;

- the opportunity to promote local economic growth and development;

- delegation limits, taking into consideration accountability, responsibility, operation efficiency and urgency of the disposal;

- the total estimated value of the disposal; and

- compliance with statutory and other obligations.

**The Council will not dispose of Land to any Council Member or employee of the Council who has been involved in any process related to a decision to dispose of the Land and/or the establishment of a reserve price.**

**If Land is to be auctioned or placed on the open market or disposed of by an expression of interest, then (unless the Council resolves otherwise) one independent valuation must be obtained to establish the reserve price for the Land. The independent valuation must be made no more than 6 months prior to the proposed disposal.**

**If Land is to be disposed of via a select tender or direct sale, then (unless the Council resolves otherwise) a minimum of two independent valuations must be obtained to ensure that an appropriate market value is obtained. The independent valuation must be made no more than 6 months prior to the proposed disposal.**

**The Council will seek to dispose of Land at or above current market valuation by whichever method is likely to provide the Council with a maximum return, unless there are reasons for the Council to accept a lesser return which is consistent with the Council’s overall strategic direction. These reasons must be documented in writing.**

**If the disposal is not to be on the open market, the disposal should be at or above the current market valuation (with due regard to all associated costs to achieve the transaction or such other amount as the Council resolves).**
5.2 Asset Disposal

- The sale of Assets (both Major Plant and Equipment and Minor Plant and Equipment) is the responsibility of the relevant Council Officer who is responsible for those Assets.

- The Council will, where appropriate, dispose of Assets through one of the following methods:
  - trade-in – trading in equipment to suppliers;
  - expressions of interest – seeking expressions of interest from buyers;
  - select tender – seeking tenders from a selected group of persons or companies;
  - open tender – openly seeking bids through tenders;
  - public auction – advertisement for auction through the local paper and, where appropriate, a paper circulating in the State, or procuring the services of an auctioneer (following compliance with the Council's Procurement Policy);
  - donation - items that are capable of addressing a specific need or purpose for a non-for-profit Community organisation may be donated to such an organisation at the sole discretion of the Administrator/CEO; in such cases, the receiving organisation will be deemed to be the Purchaser for the purpose of this Policy.
  - scrap or dump - assets that have come to the end of their useful life and hence of little commercial value may be disposed of by way of recycling or dumping.

Selection of a suitable method will include consideration of (where appropriate):

- the public demand and interest in the Asset;
- the method most likely to return the highest revenue;
- the value of the Asset and whether it is Major Plant and Equipment or Minor Plant and Equipment;
- the costs of the disposal method compared to the expected returns; and
- compliance with statutory and other obligations.

- If Council Employees wish to purchase Assets offered for sale, they can only do so via an open tender process or a public auction. In the case of a tender -
  - the Employee bids are to be submitted to the Administrator/CEO in a sealed envelope;
  - the Employee bids will be opened by the Administrator/CEO after the external bidding process has closed;
  - an Employee bid may be accepted at the sole discretion of Administrator/CEO who will make the decision based on evidence of proper probity throughout the process and the relative value of all bids received.

- A Contractor who has undertaken work for the Council, either independently or on behalf of a contracting company, and such work has involved working with an Asset that is offered for sale or has provided access to confidential information about an Asset that is offered for sale, will be treated as an Employee for the purpose of this Policy.
- Purchasers are required to agree in writing that no warranty is given by the Council in respect of the suitability and condition of the Asset and that the Council will not be responsible for the Asset in any respect following the sale.

6. CONSULTATION

The Council must undertake public consultation in respect of its proposed disposals in accordance with the Act and its public consultation policies at all times.

7. RECORDS

The Council must record reasons for utilising a specific disposal method and where it uses a disposal method other than a tendering process.

8. EXEMPTIONS

This Policy contains general guidelines to be followed by the Council in its disposal activities. There may be emergencies, or disposals in which a tender process will not necessarily deliver best outcome for the Council, and other market approaches may be more appropriate. In certain circumstances, the Council may, after approval from its elected members, waive application of this Policy and pursue a method which will bring the best outcome for the Council. The Council must record its reasons in writing for waiving application of this Policy.

9. PUBLIC ACCESS TO POLICY

Sections 49(4) and 132(1)(a) of the Local Government Act entitle a person to inspect (without charge) this Policy at the principal business office of the Council during ordinary business hours. Under s. 49(5) and s. 132(1)(b), a person is entitled, on payment of a fee fixed by the Council, to a copy of this Policy.

Section 132(3)(d) requires that the Council should, so far as is reasonably practicable, make this Policy available for inspection on the Internet within a reasonable time after the Policy is available at the principal office of the Council.

10. POLICY REVIEW

The effectiveness of this Policy will be reviewed annually within Council's Strategic Management Planning framework.

Amendments to the Policy will not affect Disposal initiatives that have already involved formal approaches to the Market - ie issuing of a Tender, notice of Auction, invitation for Expressions of Interest or equivalent documentation to potential buyers.
REPORT FOR COUNCIL MEETING

Meeting Date | 7th June 2017
---|---
Title of Report | 2016/17 Budget Third Budget Review

1. Purpose

To consider the third review of the 2016/17 budget.

2. Recommendation

That the report on the third budget review for the 2016/17 budget be received and the updated budget, as presented in the attached financial statements, be approved.

3. Background

The Local Government Act and associated financial regulations requires that Council review its budget at least three times during each financial year. Council reviewed its budget on two previous occasions earlier in the financial year and this report describes the outcome of the third review of the 2016/17 budget.

4. Discussion

Council managers reviewed their budgets against end of March 2017 actual figures and determined if the forecast income and expenditure was on target for the end of the financial year. Only one item that that required a change to the approved budget emerged from this review.

**Materials contracts and other expenses, reduced by $300k**

Programmed maintenance of high voltage transformers is to be undertaken after June 2017 and an allowance for this expenditure is no longer required in the 2016/17 budget.

A similar amount has been included in the draft 2017/18 budget.

5. Policy Implications

5.1 Financial / Budget

The budget changes will see the Operating Result move from a deficit of $178k to and surplus of $122k.

The forecast end of year cash position is expected to be $1.1m.

5.2 Resources

Nil

5.3 Legal and Risk Management

This report assists in compliance with legislative requirements.
6. Report Consultation

   Budget managers within Council provided the information on which this report was prepared and were consulted on the proposed budget changes.

7. Attachments

   Financial Statements showing the proposed revised budget and compared to the original budget and actual financial performance as at 30th April 2017.

8. Report Authorisers

   Financial Advisor.
### Statement of Comprehensive Income

#### Income

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<thead>
<tr>
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<tr>
<td>Rates</td>
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<td>5,493</td>
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<td>5,482</td>
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<tr>
<td>Statutory charges</td>
<td>44</td>
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<td>44</td>
<td>44</td>
<td>33</td>
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<tr>
<td>User charges</td>
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<td>10,819</td>
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<td>8,922</td>
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<td>Grants subsidies and contributions</td>
<td>389</td>
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<td>389</td>
<td>389</td>
<td>281</td>
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<td>Municipal deficit funding</td>
<td>600</td>
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<td>871</td>
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<tr>
<td>Investment income</td>
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<tr>
<td>Reimbursements</td>
<td>0</td>
<td>3</td>
<td>3</td>
<td>3</td>
<td>163</td>
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<td>Other income</td>
<td>167</td>
<td>75</td>
<td>75</td>
<td>75</td>
<td>65</td>
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<tr>
<td><strong>Total Revenue</strong></td>
<td>17,447</td>
<td>17,447</td>
<td>17,718</td>
<td>17,718</td>
<td>15,821</td>
</tr>
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#### Expenses

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<tbody>
<tr>
<td>Employee costs</td>
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<td>5,195</td>
<td>5,225</td>
<td>5,225</td>
<td>4,301</td>
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<tr>
<td>Materials contracts &amp; other expenses</td>
<td>9,823</td>
<td>9,665</td>
<td>10,107</td>
<td>9,807</td>
<td>7,905</td>
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<tr>
<td>Finance Costs</td>
<td>32</td>
<td>32</td>
<td>32</td>
<td>32</td>
<td>13</td>
</tr>
<tr>
<td>Depreciation amortisation &amp; impairment</td>
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<td>2,532</td>
<td>2,532</td>
<td>2,532</td>
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<tr>
<td><strong>Total Expenses</strong></td>
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<td>17,424</td>
<td>17,896</td>
<td>17,596</td>
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#### OPERATING SURPLUS / (DEFICIT)

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</thead>
<tbody>
<tr>
<td><strong>OPERATING SURPLUS / (DEFICIT)</strong></td>
<td>23</td>
<td>23</td>
<td>(178)</td>
<td>122</td>
<td>3,602</td>
</tr>
<tr>
<td>Municipal Distribution</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Adjusted Net Surplus / (Deficit)</strong></td>
<td>23</td>
<td>23</td>
<td>(178)</td>
<td>122</td>
<td>3,602</td>
</tr>
</tbody>
</table>

#### Other Comprehensive Income

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Net gain (loss) on disposal or revaluation of assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Physical Resources Received Free of Charge</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Amounts specifically for new or upgraded assets</td>
<td>0</td>
<td>0</td>
<td>200</td>
<td>200</td>
<td>180</td>
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<td><strong>NET SURPLUS / (DEFICIT)</strong> transferred to Equity Statement</td>
<td>23</td>
<td>23</td>
<td>22</td>
<td>322</td>
<td>3,782</td>
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</table>

#### TOTAL COMPREHENSIVE INCOME

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<td>Other Comprehensive Income</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Changes in Revaluation surplus</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td><strong>TOTAL COMPREHENSIVE INCOME</strong></td>
<td>23</td>
<td>23</td>
<td>22</td>
<td>322</td>
<td>3,782</td>
</tr>
</tbody>
</table>
## Statement of Financial Position

### ASSETS

#### Current Assets
- Cash & cash equivalents
  - 2016/2017 Adopted Budget: $0
- Trade & other receivables
  - 2016/2017 Adopted Budget: $2,827
- Inventories
  - 2016/2017 Adopted Budget: $27
- Total Current Assets: $4,059

#### Non-Current Assets
- Infrastructure, property, plant & equipment
  - 2016/2017 Adopted Budget: $129,649
- Total Non-Current Assets: $129,649

#### Total Assets
- 2016/2017 Adopted Budget: $133,708
- 2016/2017 Review 2 Budget: $136,354

### LIABILITIES

#### Current Liabilities
- Trades & other payables
  - 2016/2017 Adopted Budget: $2,073
- Total Current Liabilities: $2,719

#### Non-Current Liabilities
- Long term provisions
  - 2016/2017 Adopted Budget: $1,130
- Total Non-Current Liabilities: $1,130

#### Total Liabilities
- 2016/2017 Adopted Budget: $3,849
- 2016/2017 Review 2 Budget: $3,342

### NET ASSETS
- 2016/2017 Adopted Budget: $129,859
- 2016/2017 Review 2 Budget: $136,354

### EQUITY
- Accumulated Surplus
  - 2016/2017 Adopted Budget: $0
- Asset Revaluation Reserve
  - 2016/2017 Adopted Budget: $100,756
- Other Reserves
  - 2016/2017 Adopted Budget: $0
- TOTAL EQUITY: $129,859

### Notes

- The financial statements were prepared in accordance with Australian Accounting Standards.
- The notes to the financial statements are an integral part of these financial statements.
- The financial statements have been audited by Ernst & Young.
## Statement of Changes in Equity

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>ACCUMULATED SURPLUS</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Balance at end of previous reporting period - AS</td>
<td>29,080</td>
<td>28,478</td>
<td>28,478</td>
<td>28,478</td>
<td>28,478</td>
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<tr>
<td>Net result for year</td>
<td>23</td>
<td>23</td>
<td>22</td>
<td>322</td>
<td>3,782</td>
</tr>
<tr>
<td>Balance at end of period</td>
<td>29,103</td>
<td>28,501</td>
<td>28,500</td>
<td>28,800</td>
<td>32,260</td>
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<td>ASSET REVALUATION RESERVE</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Balance at end of previous reporting period - ARR</td>
<td>100,756</td>
<td>100,879</td>
<td>100,879</td>
<td>100,879</td>
<td>100,879</td>
</tr>
<tr>
<td>Gain on revaluation of infrastructure, property plant &amp; equipment</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Balance at end of period</td>
<td>100,756</td>
<td>100,879</td>
<td>100,879</td>
<td>100,879</td>
<td>100,879</td>
</tr>
<tr>
<td>OTHER RESERVES</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Balance at end of previous reporting period - OR</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Balance at end of period</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL EQUITY AT END OF REPORTING PERIOD</td>
<td>129,859</td>
<td>129,380</td>
<td>129,379</td>
<td>129,679</td>
<td>133,139</td>
</tr>
</tbody>
</table>

| Total of all revenues recognised directly in equity | 0 | 0 | 0 | 0 | 0 |
| Total of all expenses recognised directly in equity | 0 | 0 | 0 | 0 | 0 |
| NET CHANGE IN EQUITY | 0 | 0 | 0 | 0 | 0 |
**Roxby Council**  
Budget Financial Statements  
Consolidated

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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget $'000</td>
<td>Budget $'000</td>
<td>Budget $'000</td>
<td>Budget $'002</td>
<td>April 2017 $'000</td>
</tr>
</tbody>
</table>

**Statement of Cash Flows**

**CASH FLOWS FROM OPERATING ACTIVITIES**

- **Receipts**
  - Rates - general and other: $5,493  
  - Fees and other charges: $44  
  - User charges receipts: $10,730  
  - Grants utilised for operating purposes: $389  
  - Municipal deficit funding receipts: $600  
  - Investment receipts: $25  
  - Reimbursement receipts: $167  
  - Other revenues receipts: $167  

- **Payments**
  - Employee costs payments: $5,037  
  - Materials, contracts & other payments: $9,623  
  - Finance payments: $32  

**Net Cash provided by (or used in) Operating Activities**

$2,556

**CASH FLOWS FROM INVESTING ACTIVITIES**

- **Receipts**
  - Amounts specifically for new or upgraded assets: $0  
  - Sale of replaced assets: $151  
  - Sale of surplus assets: $0  

- **Payments**
  - Expenditure on renewal/replacement of assets: $1,223  
  - Expenditure on new/upgraded assets: $682  

**Net Cash provided (or used in) Investing Activities**

$1,754

**CASH FLOWS FROM FINANCING ACTIVITIES**

- **Receipts**
  - Proceeds from borrowings: $0  

- **Payments**
  - Repayments of borrowings: $0  

**Net Cash provided by (or used in) Financing Activities**

$0

**Net Increase / (Decrease) in cash**

$802

**Cash & equivalents at beginning of period**

$(201)

**Cash & equivalents at end of period**

$601
## Uniform Presentation of Finances

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td><strong>Income</strong></td>
<td>17,447</td>
<td>17,447</td>
<td>17,718</td>
<td>17,718</td>
<td>15,821</td>
</tr>
<tr>
<td>plus Municipal Distribution</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>less Expenses</strong></td>
<td>(17,424)</td>
<td>(17,424)</td>
<td>(17,896)</td>
<td>(17,596)</td>
<td>(12,219)</td>
</tr>
<tr>
<td><strong>Operating Surplus / (Deficit)</strong></td>
<td>23</td>
<td>23</td>
<td>(178)</td>
<td>122</td>
<td>3,602</td>
</tr>
</tbody>
</table>

### less Net Outlays on Existing Assets

| Capital Expenditure on renewal & replacement of existing assets | 1,223 | 1,521 | 1,557 | 1,557 | 1,213 |
| less Depreciation amortisation & impairment | (2,532) | (2,532) | (2,532) | (2,532) | 0 |
| less Proceeds from sale of replaced assets | (151) | 151 | 151 | 151 | 0 |
| **(1,461)** | (861) | (824) | (824) | (824) | 1,213 |

### less Net Outlays on New and Upgraded Assets

| Capital Expenditure on new or upgraded assets | 682 | 682 | 682 | 682 | 252 |
| less Amounts received specifically for new & upgraded assets | 0 | 0 | 200 | 200 | 0 |
| less Proceeds from sale of surplus assets | (151) | 0 | 0 | 0 | 0 |
| **531** | 682 | 882 | 882 | 882 | 252 |

### Net Lending / (Borrowing) for Financial Year

| 953 | 202 | (238) | 64 | 2,137 |

## Statutory Financial Indicators

- **Operating Surplus Ratio**: 0.1% 0.1% -1.0% 0.7% 22.8%
  - Operating surplus (deficit) as a percentage of revenue

- **Net Financial Liabilities Ratio**: -1% 1% 1% 1% 1%
  - Net financial liabilities / total operating revenue

- **Asset Sustainability Ratio**: 46% 71% 71% 71% 71%
  - Capital expenses on renewal/replacement assets less sale of replaced assets divided by depreciation
Roxby Council  
Budget Financial Statements  
Municipal

Uniform Presentation of Finances

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<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Income</td>
<td>8,079 $'000</td>
<td>8,079 $'000</td>
<td>8,349 $'000</td>
<td>8,349 $'000</td>
<td>8,473 $'000</td>
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<tr>
<td>plus Municipal Distribution</td>
<td>0 $'000</td>
<td>1,050 $'000</td>
<td>1,050 $'000</td>
<td>1,050 $'000</td>
<td>0 $'000</td>
</tr>
<tr>
<td>less Expenses</td>
<td>(11,185) $'000</td>
<td>(11,126) $'000</td>
<td>(11,598) $'000</td>
<td>(11,598) $'000</td>
<td>(9,608) $'000</td>
</tr>
<tr>
<td>Operating Surplus / (Deficit)</td>
<td>(3,106) $'000</td>
<td>(1,997) $'000</td>
<td>(2,198) $'000</td>
<td>(2,198) $'000</td>
<td>(1,133) $'000</td>
</tr>
</tbody>
</table>

*Net Outlays on Existing Assets*

| Capital Expenditure on renewal & replacement of existing assets | 1,223 $'000 | 1,521 $'000 | 1,557 $'000 | 1,557 $'000 | 1,213 $'000 |
| Depreciation amortisation & impairment | (1,602) $'000 | (1,602) $'000 | (1,602) $'000 | (1,602) $'000 | 0 $'000 |
| Proceeds from sale of replaced assets | (151) $'000 | (151) $'000 | (151) $'000 | (151) $'000 | 0 $'000 |

| Net Outlays on New and Upgraded Assets | (530) $'000 | (232) $'000 | (196) $'000 | (196) $'000 | 1,213 $'000 |

*Net Lending / (Borrowing) for Financial Year*  

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>450 $'000</td>
<td>450 $'000</td>
<td>450 $'000</td>
<td>450 $'000</td>
<td>235 $'000</td>
</tr>
<tr>
<td>0 $'000</td>
<td>(200) $'000</td>
<td>(200) $'000</td>
<td>(200) $'000</td>
<td>(180) $'000</td>
</tr>
<tr>
<td>0 $'000</td>
<td>0 $'000</td>
<td>0 $'000</td>
<td>0 $'000</td>
<td>0 $'000</td>
</tr>
<tr>
<td>450 $'000</td>
<td>250 $'000</td>
<td>249 $'000</td>
<td>250 $'000</td>
<td>55 $'000</td>
</tr>
</tbody>
</table>

| 3,026 $'000 | 2,015 $'000 | 2,252 $'000 | 2,253 $'000 | 2,400 $'000 |
### Uniform Presentation of Finances

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</thead>
<tbody>
<tr>
<td>Income</td>
<td>$4,549</td>
<td>$4,549</td>
<td>$4,549</td>
<td>$4,549</td>
<td>$3,641</td>
</tr>
<tr>
<td>plus Municipal Distributon</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>less Expenses</td>
<td>($3,641)</td>
<td>($3,671)</td>
<td>($3,671)</td>
<td>($3,371)</td>
<td>($1,497)</td>
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<tr>
<td>Operating Surplus / (Deficit)</td>
<td>$908</td>
<td>$979</td>
<td>$879</td>
<td>$1,179</td>
<td>$2,144</td>
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#### less Net Outlays on Existing Assets

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</tr>
</thead>
<tbody>
<tr>
<td>Capital Expenditure on renewal &amp; replacement of existing assets</td>
<td>($561)</td>
<td>($561)</td>
<td>($561)</td>
<td>($561)</td>
<td>0</td>
</tr>
<tr>
<td>less Depreciation amortisation &amp; impairment</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>less Proceeds from sale of replaced assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Net Lending / (Borrowing) for Financial Year</td>
<td>$1,403</td>
<td>$1,374</td>
<td>$1,374</td>
<td>$1,674</td>
<td>$2,144</td>
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#### less Net Outlays on New and Upgraded Assets

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</thead>
<tbody>
<tr>
<td>Capital Expenditure on new or upgraded assets</td>
<td>66</td>
<td>66</td>
<td>66</td>
<td>66</td>
<td>0</td>
</tr>
<tr>
<td>less Amounts received specifically for new &amp; upgraded assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>less Proceeds from sale of surplus assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Net Lending / (Borrowing) for Financial Year</td>
<td>66</td>
<td>66</td>
<td>66</td>
<td>66</td>
<td>0</td>
</tr>
</tbody>
</table>
### Uniform Presentation of Finances

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</thead>
<tbody>
<tr>
<td>Income plus Municipal Distribution</td>
<td>2,767</td>
<td>2,767</td>
<td>2,767</td>
<td>2,767</td>
<td>2,161</td>
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<td>less Expenses</td>
<td>(1,660)</td>
<td>(1,675)</td>
<td>(1,675)</td>
<td>(1,675)</td>
<td>(779)</td>
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<td>Operating Surplus / (Deficit)</td>
<td>1,107</td>
<td>1,092</td>
<td>1,092</td>
<td>1,092</td>
<td>1,382</td>
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<td>less Net Outlays on Existing Assets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Expenditure on renewal &amp; replacement of existing assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>less Depreciation amortisation &amp; impairment</td>
<td>(183)</td>
<td>(183)</td>
<td>(183)</td>
<td>(183)</td>
<td>0</td>
</tr>
<tr>
<td>less Proceeds from sale of replaced assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Net Outlays on Existing Assets</td>
<td>(183)</td>
<td>(183)</td>
<td>(183)</td>
<td>(183)</td>
<td>0</td>
</tr>
<tr>
<td>less Net outlays on New and Upgraded Assets</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Capital Expenditure on new or upgraded assets</td>
<td>134</td>
<td>134</td>
<td>134</td>
<td>134</td>
<td>6</td>
</tr>
<tr>
<td>less Amounts received specifically for new &amp; upgraded assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>less Proceeds from sale of surplus assets</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Net Lending / (Borrowing) for Financial Year</td>
<td>1,156</td>
<td>1,141</td>
<td>1,141</td>
<td>1,141</td>
<td>1,376</td>
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## Uniform Presentation of Finances

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</tr>
</thead>
<tbody>
<tr>
<td>Income</td>
<td>$2,053</td>
<td>$2,053</td>
<td>$2,053</td>
<td>$2,053</td>
<td>$1,546</td>
</tr>
<tr>
<td>plus Municipal Distribution</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>less Expenses</td>
<td>($538)</td>
<td>($538)</td>
<td>($538)</td>
<td>($538)</td>
<td>($337)</td>
</tr>
<tr>
<td>Operating Surplus / (Deficit)</td>
<td>$1,114</td>
<td>$575</td>
<td>$575</td>
<td>$575</td>
<td>$1,209</td>
</tr>
</tbody>
</table>

**less Net Outlays on Existing Assets**

- Capital Expenditure on renewal & replacement of existing assets: 0
- less Depreciation amortisation & impairment: ($187)
- less Proceeds from sale of replaced assets: 0

**less Net outlays on New and Upgraded Assets**

- Capital Expenditure on new or upgraded assets: 32
- less Amounts received specifically for new & upgraded assets: 0
- less Proceeds from sale of surplus assets: 0

**Net Lending / (Borrowing) for Financial Year**

- $1,269
- April 2017 $729
- April 2017 $729
- April 2017 $729
- April 2017 $1,199
REPORT FOR COUNCIL MEETING

Meeting Date 7 June 2017
Title of Report Roxby Power Standard Contractual Terms and Conditions for the Sale or Supply of Electricity

1. Purpose

To consider and adopt standard terms and conditions for the sale or supply of electricity to customers within the township of Roxby Downs.

2. Recommendation

That the terms and conditions for the sale or supply of electricity, as presented, be adopted.

3. Background

Council (via Roxby Power) is the Electricity Distribution Authority for the Roxby Downs township pursuant to Clause 18 of the Schedule to the Roxby Downs Indenture Ratification Act 1982. Council (via Roxby Power) also conducts retail operations under a variety of conditions in accordance with a Notice of Exemption issued by the Minister for Mineral Resources and Energy pursuant to Section 34 of the National Retail Law (SA) Act 2011.

Pursuant to section 36(1) of the Electricity Act 1996 an electricity entity, may, from time to time, fix standard terms and conditions governing the sale or supply of electricity.

4. Discussion

This document sets out the terms and conditions under which Council sells and supplies electricity to customers within the township of Roxby Downs.

5. Policy Implications

5.1 Financial / Budget

Nil

5.2 Resources

Nil

5.3 Legal and Risk Management

Standard terms and conditions must comply with the conditions of Roxby Power’s Electricity Distribution/Retail Licence issued by the Essential Services Commission of SA

6. Report Consultation

Relevant legislation

Relevant legislation
7. Attachments

Roxby Power Standard Contractual Terms and Conditions for the Sale or Supply of Electricity.

8. Report Authorisers

Michelle Hales
Manager Corporate Services and Community Board
Standard Contractual Terms and Conditions

for the Sale or Supply of Electricity

Issue Date
10th May 2017
INTRODUCTION
This document sets out the terms and conditions under which Council supplies electricity to customers within the Roxby Downs Township.

BACKGROUND
The Council operates electricity distribution and retail services within the Roxby Downs Township in its capacity as the Electricity Distribution Authority pursuant to Clause 18 of the Schedule to the Roxby Downs (Indenture Ratification) Act 1982 (Indenture). Roxby Power is a business unit of Council that is responsible for performing these functions.

The supply and distribution of electricity is regulated by legislation including the National Electricity Retail Law (South Australia) Act 2011 (the NERL Act) and the Electricity Act 1996. Council is exempt from holding a retailer authorisation under the NERL Act, but must comply with conditions imposed on it as an 'exempt seller'. The conditions with which Council must comply are specified in a Notice of Exemption and, to the extent that these conditions affect customers, these have been incorporated in these Terms and Conditions.

1. General
1.1. This document constitutes an electricity retail Contract.
1.2. The parties to this Contract are:
   1.2.1. Council (otherwise referred to herein as "we" "our" or "us"); and
   1.2.2. the customer (otherwise referred to herein as "you" or "your").
1.3. This Contract applies in respect of the supply of electricity to you at the premises by Council.
1.4. Words appearing throughout this Contract in italics are defined in Schedule 1.

2. Term of Contract
2.1. This Contract commences upon the date electricity is consumed by you at the premises or on the date that you make application to Council for the supply of electricity at the premises in the form required by Council.
2.2. This Contract terminates:
   2.2.1. on a date that is agreed between you and us; or
   2.2.2. 5 business days from the date of us receiving written notice of termination from you in the form required, or such other date as agreed; or
   2.2.3. the date that a different customer enters into an electricity retail Contract for the premises; or
   2.2.4. at the end of a period of 10 business days commencing on the day your premises are disconnected, where the conditions for reconnection have not been met, or
   2.2.5. on the day that we subsequently read the meter, if we become aware that you have vacated the premises without proper notice.
2.3. The termination of this Contract does not affect any rights or obligations that have already accrued under the Contract.
2.4. You are responsible to paying the charges for electricity supplied to the premises and any related charges until this Contract terminates in accordance with clause 2.2 of this Contract, even if you vacate the premises earlier.

3. Your Obligations
3.1. You must provide us with information that we reasonably require for the purposes of fulfilling our obligations under this Contract.
3.2. You must promptly notify us if information you have provided to us changes, including your billing address or the purpose for which you require an electricity supply.
3.3. You must pay the amounts billed by us under this Contract in accordance with a Billing Notice.
3.4. You must meet your obligations under this Contract and applicable legislation.
4. Our Liability

4.1. The supply of electricity by Council is subject to BHP Billiton supplying us with electricity for this purpose. The electricity supply may be subject to fluctuations and interruptions from time to time for a number of reasons beyond our control, including:

4.1.1. Interruptions caused by BHP Billiton in respect of the electricity it supplies to Council;
4.1.2. the location of the premises;
4.1.3. whether the premises is served by underground or overhead mains;
4.1.4. weather conditions;
4.1.5. as a consequence of animals, vegetation and/or the unlawful actions of vandals or other persons;
4.1.6. the existence of emergency or dangerous conditions;
4.1.7. damage to an electricity network;
4.1.8. the design and technical limitations of the electricity network; and
4.1.9. the demand for electricity at any point in time.

4.2. To the extent permitted by the law, we give no condition, warranty or undertaking and we make no representation to you about the condition or suitability of electricity, its quality, fitness or safety, other than those set out in this Contract.

4.3. Unless we have acted in bad faith or negligently, under the NERL Act we are not liable for any loss or damage you suffer as a result of or in connection with the partial or total failure by us to supply electricity to the premises. This includes loss or damage suffered as a result of:

4.3.1. a failure of electricity supply, or a defect in the electricity supply; or
4.3.2. a characteristic of the electricity supply (for example, voltage or frequency) being unsuitable for some purpose.

4.4. Unexpected fluctuations or interruptions may cause damage to your electrical equipment or cause it to malfunction. It is your responsibility to take out, as you see fit, insurance or to install devices to protect your equipment and/or property from any electricity fluctuations or interruptions.

4.5. To the extent permitted by law any liability that attaches to us under this Contract that cannot be excluded but that can be limited is (at our option) limited to:

4.5.1. providing equivalent goods or services provided under this Contract to the premises;
or
4.5.2. paying you the cost of replacing the goods or services provided under this Contract to the premises, or acquiring equivalent goods or services.

5. Tariffs & Charges

5.1. Current tariffs and charges for the sale and supply of electricity and other services to you are set-out in the price list adopted by Council annually following preparation of Council’s Budget and effective commencing from 1 January of each calendar year following the adoption of the budget.

5.2. We provide customers with information about current tariffs and charges by:

5.2.1. Sending a copy of the current price list annually with the January Billing Notice,
5.2.2. publishing the information on Council’s website, and
5.2.3. making copies of the current price list available at our administration office.

5.3. Tariffs and charges are regulated by the Indenture and include special meter readings, account application fees and fixed charges for special purpose electricity supply, all of which will be separately itemised on your Billing Notice.

5.4. Different tariffs and charges may apply to you depending on your circumstances. The current price list specifies the circumstances in which each tariff and charge applies.

5.5. We will assign a tariff to you at the commencement of this Contract based upon the information you provide to us. Details of the tariff assigned to you will be included on your Billing Notice.
5.6. If you think that you satisfy the eligibility criteria attaching to another tariff and can demonstrate this to us, you may request that we transfer you from your current tariff to another tariff. In this case, we will transfer you to the other tariff within 10 business days of you having satisfied us of your eligibility for that tariff.

5.7. If your circumstances change such that you are no longer eligible for the tariff assigned to you and you notify us of the change, we may require you to transfer to the tariff applicable to your circumstances with effect from the date on which we notify you of the new tariff.

5.8. If you do not notify us of a change in your use of the premises that affects your eligibility for a particular tariff, upon becoming aware of such change, we may upon giving notice to you, transfer you to the applicable tariff effect from the date that we are reasonably satisfied that the change of use occurred.

5.9. If a tariff or charge applying to you changes during a billing cycle, your bill for that billing cycle will be calculated on a pro-rata basis using the old tariff or charge up to and including the date of change and the new tariff or charge from that date to the end of the billing cycle.

5.10. We reserve the right to change our tariffs and charges as necessary and you will be notified of any change that affects you.

5.11. Amounts stated in our price list or otherwise payable under this Contract may be stated to be either exclusive or inclusive of GST. Any amount that is payable by you under this Contract for a “taxable supply” as defined for GST purposes, to the extent permitted by law, will be increased so that the GST payable on the taxable supply is passed on to you as the recipient of that taxable supply.

6. Billing

6.1. Electricity meters are read and Billing Notices issued quarterly in the months of January, April, July and October.

6.2. We will send a Billing Notice to you as soon as possible after the end of each billing cycle. The Billing Notice will be in a form and contain such information as is required by the Notice of Exemption. The pay-by date for the Billing Notice will be at least 13 days from the date of issue of the Billing Notice.

6.3. The Billing Notice will be issued to you, or to a person whom you have authorised in writing to us to act on your behalf, at the premises, unless you nominate another billing address in writing. An alternate billing address may if agreed by us include an email address provided by you.

6.4. At the end of each billing cycle we will calculate:

6.4.1. the bill for electricity supplied during that billing cycle (using information obtained from reading your meter or using an approved estimating system); and

6.4.2. the amount for any other services supplied under this Contract during the billing cycle.

6.5. If your meter is unable to be read, or your metering data cannot reasonably be obtained by us (for example, if access to the meter is not provided, or the meter breaks down or is faulty), the amount of electricity that was supplied to us at the premises may be estimated.

6.6. If an estimation is used as the basis for your Billing Notice, you will be advised of this fact on your Billing Notice.

6.7. We must base the estimation on one of the following:

6.7.1. your reading of the relevant meter, or

6.7.2. historical meter data obtained (after the commencement of this Contract) in respect of the premises; or

6.7.3. if the above information is not available, the average use of electricity by a comparable customer over the corresponding period.

6.8. If you have been provided with an estimated Billing Notice and the meter is subsequently read, the Billing Notice will be adjusted for the difference between the estimate and the actual amount of electricity used, based on the meter reading.

6.9. If you have received an estimated Billing Notice due to the absence of metering data and a subsequent meter reading shows that you have been undercharged, we will offer you the option of paying for the amount undercharged under an instalment plan.

6.10. If the meter is unable to be read because you have not provided us with access to it and you subsequently request that we replace an estimated Billing Notice with a Billing Notice based on the meter reading, we will comply with your request but the costs we incur in arranging for a meter reading at the premises will be passed on to you.
7. Paying Your Billing Notice

Note: This clause does not affect our right to disconnect the electricity supply at your address under Clause 14.

New Customers

7.1. New Customers must elect to either:
   (a) enter into an ongoing agreement to pay their bill by instalments, as outlined below; or
   (b) pay a security deposit not greater than 37.5% of your estimated bill over a 12 month period.

Other Customers

7.2. Unless otherwise agreed, you must pay the amount due as stated in a Billing Notice using any of the payment methods listed on the Billing Notice.

7.3. If a payment you make is dishonoured or reversed (e.g. where a cheque or credit card payment is not honoured), and we incur a fee as a result, you must reimburse us the amount of that fee.

7.4. You must pay to us the amount shown on a Billing Notice by the pay-by date. If you do not pay by the pay-by date we will send you a reminder notice that the Billing Notice amount is overdue and give you a further date (not less than 6 business days from the date of the reminder notice) to pay the amount due. In this case, we may charge a late fee.

7.5. If you do not pay your Billing Notice on time, we may require you to pay our reasonable costs of recovering that amount from you.

7.6. If you are a business customer, you will be required to pay interest on the outstanding amount as set out in the price list.

Payment by instalments

7.7. Subject to clause 7.8, we offer the following instalment plans:
   7.7.1. you may make payments in advance towards future bills on a monthly basis by direct debit or autopay (i.e. credit card) for an amount as determined and set by Council; or
   7.7.2. you may make payments on a quarterly basis by direct debit or autopay for an amount equal to the balance of your account at the end of a quarterly billing period; or
   7.7.3. you may make payments on another basis agreed by Council if you are in arrears, have expressed difficulties in meeting the required payments and have satisfied the requirements of Roxby Power Hardship Policy.

7.8. The Council will not (is not required to) offer any customer an instalment plan if the customer has in the previous 12 months defaulted on 2 instalment plans.

7.9. Note that we may require you to pay by instalments in advance if you are in arrears or as an alternative to paying a security deposit.

Payment difficulties

7.10. If you have difficulties paying your bill, you should contact us as soon as possible. We will provide you with information about:
   7.10.1. the instalment plans offered by Council; and
   7.10.2. any relevant government or non-government electricity rebates, concessions and relief schemes; and
   7.10.3. where applicable, inform you of your right to have your bill redirected to a third person so long as that third person consents in writing to that redirection; and
   7.10.4. any accredited financial counselling services of which Council has knowledge.

8. Hardship Considerations

8.1. If –
   8.1.1. you have exhausted all of the above options under clause 7.10 to address your payment difficulties and are still unable to pay your bill; and
   8.1.2. you provide us with a report by an accredited financial counselling service providing details of your financial circumstances,
we will consider the matter under Council’s Payments & Hardship Policy, a copy of which is available on the Council web site.

9. Meters
9.1. You must allow safe and convenient access to the premises for the purposes of enabling any person acting on behalf of Council to read the meter.

10. Undercharging
10.1. Subject to this clause, we may recover from you any amount you have been undercharged.
10.2. If you have been undercharged other than as a result of your own fault or unlawful act or omission, we can only recover the amount undercharged in the 9 months prior to the date you are notified of the undercharging.
10.3. You will not be charged interest on any undercharged amount.
10.4. You will be given the opportunity to pay any undercharged amount that we seek to recover from you in instalments over a maximum 12 month period.

11. Overcharging
11.1. If you have been overcharged, we must notify you within 10 business days of becoming aware of this fact and we will repay the amount overcharged as follows:
11.1.1. if the amount overcharged is $50 or more we will refund the amount if requested. If no request is made we will credit the amount to your next Billing Notice;
11.1.2. if the amount overcharged is less than $50 we will credit the amount to your next Billing Notice;
11.1.3. if you no longer require electricity to be supplied by us, we will use our best endeavours to refund the amount to you within 10 business days;
11.2. We are not liable to pay interest on any overcharged amount.

12. Billing Disputes
12.1. If you disagree with the amount you have been charged, you can ask us to review your Billing Notice. Upon such request, we will undertake the review as soon as reasonably practicable but in any event, within 30 business days.
12.2. During such time as a review is being undertaken we may require you to pay:
12.2.1. the lesser of that portion of the bill under review or an amount equal to the average amount of your Billing Notices in the previous 12 months (excluding the bill in dispute); and
12.2.2. any other bills that are properly due.
12.3. If you request that the meter reading or metering data be checked or that the meter be tested, then we will arrange for this to occur. Unless the meter is found to be faulty, you will be liable for any costs incurred by us in checking or testing the meter. We may request that you pay the amount in advance.
12.4. If, after conducting a review of your Billing Notice the bill is found to be correct, you will be required to pay the outstanding amount of the bill. If the bill is incorrect, your Billing Notice will be adjusted in accordance with Clause 10 or 11 as the case may require.
12.5. If you remain dissatisfied with our response following a review, you have a right to refer the complaint to the South Australian Electricity Industry Ombudsman.

13. Security Deposits
13.1. If any of the following apply, you may be required to pay a security deposit before we supply electricity to you:
13.1.1. you are a new customer; or
13.1.2. you have left a previous premises without settling an outstanding electricity debt owed to Council, the debt remains outstanding and you have refused to make arrangements that are satisfactory to Council to pay the debt; or

13.1.3. you are applying for reconnection after having been disconnected; or

13.1.4. you have been offered and declined an instalment or failed to pay an instalment after having accepted the offer; or

13.1.5. we reasonably consider that you have an unsatisfactory credit history; or

13.1.6. you have fraudulently acquired or intentionally consumed electricity otherwise than in accordance with law within the past 2 years; or

13.1.7. you refuse or fail to provide acceptable identification to us; or

13.1.8. you refuse or fail to provide permission or other information requested to enable us to perform a check of your credit history; or

13.1.9. you are a business customer and you have no history of paying electricity accounts (in respect of the business) or you have an unsatisfactory record of paying electricity accounts.

13.2. Subject to clause 13.3, the amount of a security deposit that may be sought by us is up to 37.5% of your estimated bills over a 12 month period, based on your billing history, or the average usage of electricity by a comparable customer over a comparable 12 month period.

13.3. If you are a business customer:

13.3.1. we may increase the security deposit payable under clause 13.2 where that deposit is insufficient to secure your current electricity usage; and

13.3.2. you can elect to provide a bank guarantee as an alternative to a cash security deposit.

13.4. If you pay a security deposit, the deposit will be kept by Council and accrue interest on a daily basis at the bank bill rate.

13.5. A security deposit and any interest accrued will be returned to you if:

13.5.1. you complete at least 24 months of paying your Billing Notices by the pay-by dates for those bills; or

13.5.2. you properly terminate the supply of electricity at the premises and you do not require us to supply electricity to you at a different address.

13.6. We may also use your security deposit, and any interest earned on the security deposit, to offset any amount you owe to us under this Contract if:

13.6.1. you fail to pay a Billing Notice and, as a result, we arrange for the disconnection of supply at the premises; or

13.6.2. in relation to the issue of a final Billing Notice where you vacate the premises and request disconnection of supply at the premises.

14. Disconnection and Reconnection of Supply

Supply Disconnections

14.1. We may disconnect the supply of electricity to the premises where any of the following circumstances exist:

14.1.1. you have requested disconnection; or

14.1.2. continuity of supply to the premises would be unsafe – in this case we will use our best endeavours to notify you in person or by telephone prior to the disconnection and will arrange for reconnection as soon as practicable; or

14.1.3. you have failed to allow access to the premises to read the meter for 3 consecutive billing periods; or

14.1.4. you have not paid a Billing Notice following the issue of a reminder notice under Clause 7.4 or have not adhered to the terms of a payment plan; or

14.1.5. you have refused to pay a security deposit (or, if you are a business customer, otherwise provide a bank guarantee) when reasonably requested to do so.
Obligations prior to disconnection

14.2. Prior to disconnecting your electricity supply we will:

14.2.1. use our best endeavours to advise you either by telephone, mail, email or by any other means as may have been previously agreed between us;

14.2.2. in the case of failure to pay (Clauses 14.1.4 and 14.1.5), serve you with a disconnection warning notice specifying the date that disconnection is proposed to occur if the bill has not been paid by that time.

Reconnection of supply

14.3. Where we have disconnected the electricity supply at the premises due to your fault, and within 10 business days following the disconnection you have rectified any issue that led to the disconnection to our reasonable satisfaction and requested re-connection of supply, we will reconnect the premises as soon as practicable.

14.4. If you make a request for re-connection pursuant to clause 14.3:

14.4.1. before 4.00pm on a business day, we will use our best endeavours to arrange for the reconnection on the day of the request and, in any event, by the next business day.

14.4.2. after 4.00pm and before 9.00pm on a business day and you pay the charge for after-hours connection, we will use our best endeavours to arrange for the reconnection on the day of the request and, in any event, by the next business day in which case the after-hours charge will be refunded;

14.4.3. after 9.00pm on a business day we will arrange for the reconnection by the end of the next business day.

15. Life Support Customers

15.1. If a person who requires and uses life support equipment resides at the premises then you are required to provide us with written notice of this from a registered medical practitioner.

15.2. If you have advised us in accordance with Clause 15.1:

15.2.1. we will not, except in the case of a supply network failure or hazardous conditions, disconnect supply to the premises; and

15.2.2. we will provide you with a faults and emergencies telephone contact number.

15.3. If you have provided written notice under clause 15.1 and the person for whom the life support equipment is required vacates the premises or no longer requires the life support equipment, you must immediately inform us of that fact.

16. Use and Illegal use of Electricity

16.1. You must not:

16.1.1. use or allow electricity supplied by us to be used other than in accordance with this Contract; or

16.1.2. tamper with any meter or related electricity equipment or infrastructure or cause, suffer or permit any meter or equipment to be tampered with.

16.2. If you have unlawfully or fraudulently used electricity we may:

16.2.1. estimate the amount of the electricity so obtained and issue a Billing Notice to you or take debt recovery action against you for that amount; and

16.2.2. immediately and without notice, disconnect supply to the premises.

17. Privacy and Confidentiality

Unless otherwise required or permitted by law, we will ensure that any personal information in our possession about you is not disclosed to a third party without your prior written consent or as may otherwise be agreed in writing with you.

18. Force Majeure Event

18.1. If either party to this Contract cannot meet an obligation under this Contract because of a force majeure event:

18.1.1. the obligation, other than an obligation to pay money, is suspended to the extent that it is affected by the force majeure event for so long as the force majeure event continues; and
18.1.2. the affected party must use its best endeavours to give the other party prompt notice of that fact including full particulars of the force majeure event, an estimate of its likely duration, the extent to which the party’s obligations are affected by it and the steps being taken to remove, overcome or minimise those effects.

18.2. If the effects of the force majeure event are widespread we will be deemed to have given you prompt notice if we make the necessary information available by way of a 24 hour telephone service within 30 minutes of being advised of the force majeure event or otherwise as soon as practicable.

18.3. A party claiming a force majeure event must use its best endeavours to remove, overcome or minimise the effects of that force majeure event as quickly as possible.

18.4. Nothing in this clause requires a party to settle an industrial dispute which constitutes a force majeure event in any manner other than in the manner preferred by that party.

19. Amending these Terms and Conditions

To the extent permitted by law, we may vary these terms and conditions from time to time. In this case, we will notify you that the terms and conditions have been amended, will ensure that the current version is available on our website and will provide you with a copy of the current terms and conditions upon request.

20. Other

The laws of South Australia govern this Contract.

21. Further Information Queries and Complaints

21.1. If you have a query or a complaint relating to the sale or supply of electricity by us to you, or this Contract generally, or require any other information you may contact us as follows:

- By telephone: 08 8671 0010
- In writing: Roxby Power 6 Richardson Place PO Box 124 Roxby Downs SA 5725
- By email: roxbv@roxbvcouncil.com.au
- After Hours Emergency: 0418 892 870
- Website: www.roxbvdowns.sa.gov.au

21.2. A copy of our customer Complaint Handling Policy can be provided upon request.
SCHEDULE 1 - DEFINITIONS

acceptable identification means in relation to:
(a) a residential customer, one or more of the following
   i a drivers licence, a current passport, or other form of photographic identification
   ii a Pensioner Concession Card or other entitlement card issued by the State or Commonwealth Government and
   iii a birth certificate
(b) a business customer which is a sole trader or partnership, one or more forms of identification for a residential customer for each of the individuals that conduct the business
(c) a business customer which is a body corporate, the body corporate's Australian Company Number or Australian Business Number;

bank bill rate means a daily published rate no less than the pre-tax rate of return the retailer would earn over the period the retailer retains the security deposit if it were invested in bank bills that have a term of 90 days

best endeavours means to act in good faith and use all reasonable efforts, skill and resources

bill or Billing Notice means a demand for payment for the supply of electricity to you and any related charges

billing cycle means the regular recurrent period for which you receive a Billing Notice from us

business customer means a customer who is not a residential customer

business day means a day that is not a Saturday, a Sunday or a public holiday in the State of South Australia

Contract see 'Electricity Retail Contract'

Council means the Municipal Council of Roxby Downs of Richardson Place, Roxby Down SA 5725 (ABN 68 284130 046)

customer means a person, business or organisation:
   a) that is supplied with electricity by us at the premises; or
   b) that has applied to us to have electricity supplied at the premises.

Electricity Retail Contract means a Contract between a customer and Council for the sale or supply of electricity to the customer.

force majeure event means an event outside the control of Council or a customer, the occurrence of which could not be reasonably foreseen or, if it could be reasonably foreseen, could not reasonably have been guarded against

Indenture means the Roxby Downs (Indenture Ratification Act) 1982

life support equipment means:
(a) an oxygen concentrator, an intermittent peritoneal dialysis machine, a kidney dialysis machine, a chronic positive airways pressure respirator, crigger naijar syndrome phototherapy equipment, a ventilator for life support; and
(b) in relation to a particular customer, any other equipment that a registered medical practitioner certifies is required for a person residing at the customer's premises for life support

Notice of Exemption means the Notice of Exemption dated 23 January 2013 issued by the Minister for Mineral Resources and Electricity pursuant to section 34 of the NERL Act, which notice exempts Council from the requirement to hold a current retailer authorisation under Part 5 of the National Electricity Retail Law set out in the Schedule to the NERL Act subject to the conditions set out therein.
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
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<tbody>
<tr>
<td>residential customer</td>
<td>means a customer who is supplied with electricity principally for personal, household or domestic use.</td>
</tr>
<tr>
<td>premises</td>
<td>means the premises to which Council supplies electricity under this Contract</td>
</tr>
<tr>
<td>Roxby Power</td>
<td>means Council's electricity retail and distribution business unit</td>
</tr>
<tr>
<td>security deposit</td>
<td>means an amount of money paid to us as security against non-payment of a bill</td>
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</table>
REPORT FOR COUNCIL MEETING

Meeting Date 7 June 2017

Title of Report Dog and Cat Registration and Management Fees for the 2017/2018 Financial Year

1. Purpose

Approval of 2017/2018 Financial Year Dog and Cat Registration and Management fees.

2. Recommendation

Adopt the Dog and Cat Registration Fees for the 2017/2018 Financial Year as per attached schedule.

3. Background

Under Section 26(b) of the Dog and Cat Management Act 1995; Council set their own fees for registration and management of Dog and Cats, in addition Council are required to provide a legislated mandatory rebate for the registration of a standard dog or cat.

Annually the Dog and Cat fees and charges are reviewed, adjusted and approved by Council. The updated fees are then submitted to the Dog and Cat Management Board before the 1st of July.

In addition to the standard fees for Dogs/Cats, Council also offer a range of additional reduced fees including the following:
- Desexed
- Microchipped
- Trained
- Concessional

4. Discussion

N/A

5. Policy Implications

5.1 Financial/Budget

Budget allocation for 2017/2018 was projected based upon the same expected fees from 2016/2017

5.2 Resources – Nil

5.3 Legal and Risk Management – Nil

6. Report Consultation

The 2017/2018 Financial Year Dog and Cat Registration and Management Fees were discussed at the Senior Management Team meeting held on Wednesday 24 May 2017; with a recommendation from the Registrar of Dogs & Cats to maintain the existing fee schedule without change from 2016/2017. SMT agreed and endorsed this recommendation from the Registrar of Dogs & Cats
7. Attachments

Report attachments include;
- Dog & Cat Fee Schedule for 2017-2018
- Dog & Cat Management Board – Procedure for Registration Fees 2017-2018

8. Report Authorisers

Libby Steer (Dog/Cat Registrar)
Iain Boehm (Manager Business Systems & Effectiveness)
**DOG/CAT REGISTRATION FEE SCHEDULE PROFORMA 2017/2018**

*To be completed by councils and submitted to the Dog and Cat Management Board before 1 July 2017 or within 14 days of council endorsing any amended fees throughout the year.*

| Council Name: Municipal Council of Roxby Downs |

<table>
<thead>
<tr>
<th>Registration fees</th>
<th>Council approved fees 2017/2018</th>
</tr>
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<tbody>
<tr>
<td>Non-Standard Dog (full fee)</td>
<td>$65.00</td>
</tr>
<tr>
<td>Standard Dog (Dog, Desexed, Microchipped)</td>
<td>$32.50</td>
</tr>
<tr>
<td>Standard Cat (Cat, Desexed, Microchipped)</td>
<td>$32.50</td>
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</table>

<table>
<thead>
<tr>
<th>Discretionary rebates</th>
<th>Non Concessional</th>
<th>Concessional</th>
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</thead>
<tbody>
<tr>
<td>Dog</td>
<td>$65.00</td>
<td>$48.75</td>
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<tr>
<td>Dog, Microchipped</td>
<td>$58.50</td>
<td>$43.90</td>
</tr>
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<td>Dog, Microchipped, Trained</td>
<td>$52.00</td>
<td>$39.00</td>
</tr>
<tr>
<td>Dog, Desexed</td>
<td>$39.00</td>
<td>$29.25</td>
</tr>
<tr>
<td>Dog, Desexed, Microchipped</td>
<td>$32.50</td>
<td>$24.40</td>
</tr>
<tr>
<td>Dog, Desexed, Microchipped, Trained</td>
<td>$26.00</td>
<td>$19.50</td>
</tr>
<tr>
<td>Dog, Trained</td>
<td>$58.50</td>
<td>$43.90</td>
</tr>
<tr>
<td>Cat, Desexed, Microchipped</td>
<td>$32.50</td>
<td>$24.40</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Council approved fees for dog/cat management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fee for transfer of registration (from another council)</td>
</tr>
<tr>
<td>Fee for replacement disc</td>
</tr>
<tr>
<td>Fee for handing (dog/cat)</td>
</tr>
<tr>
<td>Fee for overnight boarding (dog/cat)</td>
</tr>
</tbody>
</table>

The above fee schedule was approved by Council on: 7th of June 2017

Name of Registrar of Dogs: Libby Steer

Position: Registrar of Dogs

Signature: ____________________________ Date ____________

Council's Dog/Cat Management Budget is attached
Procedure
Dog and Cat Registration Fees

**Description:** A procedure to advise councils how to set dog and cat registration fees; setting other fees for dog and cat management; and applying the mandatory 'standard dog or cat' registration rebate.

Government of South Australia
Dog and Cat Management Board
**Document Control:**

<table>
<thead>
<tr>
<th><strong>Creator</strong></th>
<th>Dog and Cat Management Board</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Author</strong></td>
<td>A/g Project Officer - Compliance, Dog and Cat Management Board</td>
</tr>
<tr>
<td><strong>Consultation</strong></td>
<td>Senior Animal Management Officers Forum, Council Policy Working Group, all councils</td>
</tr>
<tr>
<td><strong>Date Released</strong></td>
<td>January 2017</td>
</tr>
<tr>
<td><strong>Review date</strong></td>
<td>December 2017</td>
</tr>
<tr>
<td><strong>Version</strong></td>
<td>FINAL</td>
</tr>
</tbody>
</table>

**Description**

A procedure to advise councils how to set dog and cat registration fees; setting other fees for dog and cat management; and applying the mandatory 'standard dog or cat' registration rebate.

**Keywords**

Registration fees; Standard Dog; Standard Cat; rebate

**Availability**

DCMB Website Council Secure Area

**URL**


**Coverage**

All South Australian Councils

Authorisation Dog and Cat Management Board January 2017
1. PURPOSE

To set out the mandatory procedure for councils in regard to: setting dog and cat registration fees; setting other dog and cat management fees; and applying the mandatory 'standard dog or cat' registration rebate, as required under the Dog and Cat Management Act 1995 (the Act).

2. SCOPE

This procedure applies to all South Australian councils.

3. LEGISLATIVE CONTEXT

Under Section 26(6) (b) of the Act, councils set their own fees for dog and cat registration and other dog/cat management fees (e.g. impounding, daily holding fee). Councils must not exceed the cap for registration fees set by the Minister in the Regulations. Councils are also required to provide a legislated mandatory rebate for the registration fee of a 'standard dog or cat'.

26—Council responsibility for management of dogs and cats

(6) Councils may charge—

(a) fees for the provision of extracts from registers kept under this Act; and

(ab) fees for the receipt and management of information relating to a register contemplated by subsection (1) (ac); and

(b) fees (which may be differential but which must not exceed an amount prescribed by the regulations for the purposes of this paragraph)—

(i) for the registration of dogs or businesses under Part 4; and

(ii) for late payment of registration fees; and

(iii) for meeting any other requirement imposed on councils under this Act.

(7) Without otherwise limiting a council’s ability to set registration fees, a council must, in the case of a standard dog or cat, provide for a percentage rebate of a fee that would otherwise be charged for the registration of a dog or cat under this Act.

(8) In this section—

standard dog or cat means a dog or cat (as the case requires) that is both microchipped and desexed in accordance with this Act.

Section 26(2) of the Act states that “The arrangements made by a council under this section must be satisfactory to the Board.” This procedure sets out the arrangements that councils must follow in regard to setting fees under Section 26 of the Act, in order for those arrangements to be deemed satisfactory to the Board.

4. REGISTRATION CATEGORIES

The Board requires that two registration fee categories are offered for dog registration, and cat registration (if applicable):

1. ‘Standard dog or cat’ – a dog or cat that is both microchipped and desexed.

2. ‘Non-standard dog or cat’ – a dog or cat of any other description (e.g. one that is not both microchipped and desexed). This category applies even if the dog or cat is exempt from the requirement to desex or microchip.

Note: Assistance dogs accredited by either the Board or a 'prescribed accreditation body' under section 21A of the Act are entitled to a free registration (see section 41(2) of the Act).
5. MANDATORY REBATE FOR A ‘STANDARD DOG OR CAT’

Section 26 (7) of the Act requires that councils provide a percentage rebate for the registration fee of a ‘Standard’ dog or cat (where applicable). The rebate for a ‘Standard’ dog or cat registration must be deducted off the ‘Non-standard’ dog or cat registration fee.

The Board recommends that councils provide a 50% rebate for a ‘standard dog or cat’ for the 2017/18 registration period, however councils have the discretion to determine the percentage rebate they wish to offer.

Councils that charge a cat registration fee under a cat bylaw are also required to provide the ‘Standard dog or cat’ rebate to owners of cats that are both microchipped and desexed.

<table>
<thead>
<tr>
<th>EXAMPLE: Applying the mandatory rebate for a ‘standard dog or cat’</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council has set the fee for a ‘Non-standard dog’ as $60. Council has set its rebate for a ‘standard dog’ at 50%. Therefore, the fee for a ‘Standard dog’ is $30 (which is 50% less than $60).</td>
</tr>
<tr>
<td>Council has set the fee for a ‘Non-standard cat’ as $10. Council has set its rebate for a ‘standard cat’ at 50%. Therefore, the fee for a ‘Standard cat’ is $5 (which is 50% less than $10).</td>
</tr>
</tbody>
</table>

6. DISCRETIONARY REBATES

Councils may choose to offer additional discretionary registration rebates. Examples of discretionary rebates that a council could offer include:

- Working livestock dog
- Desexed only
- Pensioner or other concessions

Discretionary rebates refer to any other rebates which councils may wish to provide but which are not mandated by the Act. These concessions are at the discretion of the council – so they can be deducted sequentially. Once the mandatory ‘standard dog or cat’ rebate has been applied, the discretionary rebate can apply to the remainder.

Councils are responsible for determining their own policy on what evidence they require from a person to prove they are eligible for a discretionary council rebate.

<table>
<thead>
<tr>
<th>EXAMPLE: Applying discretionary rebates to registration fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Council has set the fee for a ‘Non-standard dog’ as $60. Council has set its rebate for a ‘standard dog’ at 50%. Therefore, the fee for a ‘Standard dog’ is $30 (which is 50% less than $60).</td>
</tr>
<tr>
<td>Council has set the following discretionary rebates:</td>
</tr>
<tr>
<td>• 50% concession card rebate</td>
</tr>
<tr>
<td>• 10% working livestock dog rebate</td>
</tr>
<tr>
<td>John has a ‘Standard dog’ and he is also entitled to the 50% concession card rebate. Therefore, the registration fee John is charged is $15 (which is 50% less than ‘Standard dog’ fee of $30).</td>
</tr>
<tr>
<td>Julie has a ‘Non-standard dog’ and she is entitled to the 10% working livestock dog rebate. Therefore, the registration fee she is charged is $54 (which is 10% less than the ‘Non-standard dog’ fee of $60).</td>
</tr>
</tbody>
</table>

7. PROCESS FOR SETTING AND APPROVAL OF FEES

Councils must set and approve their own registration fees, and must ensure that the fees do not exceed the cap set by the Minister in the Regulations.
All fees charged under Section 26 of the Act must be formally endorsed by council (e.g. approved at a council meeting) before 30 June each year. This includes fees for registration, discretionary rebates, and fees for dog and cat management services (e.g. impounding, daily holding fee).

It is important to note that a council is not allowed to charge a fee or change the amount charged for a certain fee unless it has been formally approved by council.

8. PROVIDING APPROVED FEES TO THE BOARD

Once council has approved the fees, the ‘registration fee proforma’ must be forwarded to the Board for information before 1 July each year.

If council decides to amend a fee at any point during the year, a new proforma highlighting the amended fees must be forwarded to the Board within 14 days of council endorsing the new fees.
REPORT FOR COUNCIL MEETING

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>7 June 2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title of Report</td>
<td>Development Application Decisions</td>
</tr>
</tbody>
</table>

1. Purpose

To inform the community of the Development Application Decisions for the period April and May 2017

2. Recommendation

The Report be received

3. Background

To keep the Community informed of local development application decisions under the delegated authority

4. Discussion

The following is listed on the public register as the Development Applications Processed for April and May 2017

692/007/17

5. Policy Implications

5.1 Financial / Budget

Not Applicable

5.2 Resources

Contract Requirement – Authorised Officer Assessment and Recommendations

5.3 Legal and Risk Management

Local Government Act 1999

Development Act 1993

Roxby Downs Development Plan

Roxby Downs Indenture Ratification Act 1982

Development Assessment function includes the risk management considerations that include meeting legislative responsibilities, environmental issues and impact upon the community. Along with meeting overall safety requirements.
6. **Report Consultation**

City of Salisbury – Development Department – Building Surveyor – Building Rules Recommendations  
Stewart Payne Consulting Services – Planning Assessment

7. **Attachments**

Public Development Register

8. **Report Authorisers**

Tricia Hendry  
Administration Officer – Building, Planning, Health and Municipal Works
DEVELOPMENT APPLICATION SYSTEM

MONTHLY COUNCIL REPORT OF BUILDING APPROVALS

Month 1/04/2017 To 31/05/2017
Current Period End Date : 30-Jun-2017

<table>
<thead>
<tr>
<th>Permit No.</th>
<th>Applicants Details</th>
<th>Builder Details</th>
<th>Site of Building</th>
<th>Description of Work</th>
<th>Valuation</th>
<th>Floor Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>692/007/17</td>
<td>Troy Steven Yianni</td>
<td></td>
<td>20 Gosse Street</td>
<td>Add Firearms dealership to current business</td>
<td>$0.00</td>
<td>15.00</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Roxby Downs 5725 SA</td>
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</tr>
</tbody>
</table>

Ward :

Type of Building : Alteration and/or Additions

<table>
<thead>
<tr>
<th>VG No.</th>
<th>Owners Name &amp; Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>6905027053</td>
<td>T &amp; G Yianni Nominees Pty Ltd PO Box 676 Roxby Downs SA 5725</td>
</tr>
</tbody>
</table>
Meeting Date: Wednesday 7 June 2017
Title of Report: Road Closure for NAIDOC 2017 Main Street Festival

1. Purpose
Closure of Richardson Place on Sunday 2 July 2017, for the NAIDOC Opening Ceremony and Main Street Festival, closure of road between the hours of 9.45am and 5.00pm.

2. Recommendation
That:-

1. Pursuant to the provision of the Roxby Downs (Indenture Ratification) Act 1982, and in accordance with Section 33 of the Road Traffic Act 1961 and Clause F of the instrument of General Approval of the Minister 12 March 2001, make the following orders.

   Pursuant to Section 33 (1) of the Road Traffic Act 1961 declare that the event described below is to take place on the road described below, and is an event to which Section 33 of the Road Traffic Act 1961 applies; and

   Pursuant to Section 33 (1) (a) of the Road Traffic Act 1961, make an order directing that the road on which the event is to be held and any adjacent or adjoining roads specified below can be closed to all traffic except police and emergency vehicles and vehicles involved in the event for the period commencing 9.45am Sunday 2 July until 5.00pm Sunday 2 July 2017.

   ROAD: Richardson Place, Roxby Downs
   EVENT: NAIDOC 2017 Main Street Festival
   ADJACENT / ADJOINING ROADS: Burgoyne Street, Arcoona Street, Norman Place, Tavern Road, and Club Car Park Entrance Roxby Downs

   Pursuant to Section 33 (1) (b) of the Road Traffic Act 1961 make an order directing that persons taking part in the event be exempted in relation to the road from duty, to observe the Australian Road Rules specified below subject to any conditions described below and attached to the exemption.

   All of Richardson Place and adjacent / adjoining roads to be closed to all traffic between 9:45am and 5:00pm Sunday 2 July 2017.

Australian Road Rules Exemption and Conditions

Rule: 230 Crossing the road
Rule: 234: Crossing the road on or near a crossing for Pedestrians
Rule: 238: Pedestrians travelling along the road

2. Roxby Council to cover cost of the road closure.
3. **Background**

In previous years Roxby Council has covered the full road closure for this event, also the Council application fees have been waived. The Notice of Road Closure is advertised in The Monitor Newspaper, these are considered as donations to the Roxby Downs community.

Road Closure application has been received by Council, permission has been sought from SAPOL requesting exemptions to Australian Road Rules and Conditions, a Traffic Management Plan and copy of insurance has been received. Local Emergency Services will be emailed a copy of the Road Closure Notice and Traffic Management Plan fourteen days prior to the event.

4. **Discussion**

N/A

5. **Policy Implications**

5.1 **Financial / Budget**

Road Closure 360.00

Total 360.00 (ex.gst)

Budget Account Reference: 14217070

5.2 **Resources**

N/A

5.3 **Legal and Risk Management**

N/A

6. **Report Consultation**

Roxby Community Board (NAIDOC Planning Committee)

7. **Attachments**

- Notice of Road Closure
- Traffic Management Plan
- Section 33 Order from SAPOL
- Certificate of Insurance

8. **Report Authoriser**

Iain Boehm
Manager, Business Systems & Effectiveness
Notice of Road Closure

Section 33 Road Traffic Act 1961

NOTICE

That I, ______________________ on ______________________ pursuant to the provision of the Roxby Downs (Indenture Ratification) Act 1982, and in accordance with Section 33 of the Road Traffic Act 1961 and Clause F of the instrument of General Approval of the Minister 12 March 2001, make the following orders.

Pursuant to Section 33(1) of the Road Traffic Act 1961 declare that the event described below is to take place on the road described below is an event to which Section 33 of the Road Traffic Act 1961 applies; and

Pursuant to Section 33(1) (a) of the Road Traffic Act 1961, make an order directing that the road on which the event is to be held and any adjacent or adjoining roads specified below can be closed to all traffic except police and emergency vehicles and vehicles involved in the event for the period commencing 9.45am to 5.00pm on Sunday 2 July 2017.

ROAD: Richardson Place Roxby Downs
EVENT: NAIDOC Main Street Festival
ADJACENT / ADJOINING ROADS: Burgoyne Street, Arcoona Street, Norman Place, Tavern Road, Club Car Park Entrance Roxby Downs

Pursuant to Section 33 (1) (b) of the Road Traffic Act 1961 make an order directing that persons taking part in the event be exempted in relation to the road from duty, to observe the Australian Road Rules specified below subject to any conditions described below and attached to the exemption.

Australian Road rules Exemption and Conditions

Rule 230: Crossing the road
Rule 234: Crossing the road on or near a crossing for Pedestrians
Rule 238: Pedestrians travelling along the road.

G Whitbread
ADMINISTRATOR
Lawn & Order Horticulture
Road Closure for NAIDOC Main Street Festival
Richardson Place From 09.45am til 5.00pm 02-07-2017
Rev 1 22/05/2017 NS (126-278) Ref: Field guide fig 1.3

Service Vehicle Entry & Exit
NOTICE UNDER SECTION 33 ROAD TRAFFIC ACT, 1961

I, Christopher Drew Holland, Senior Sergeant of Police, for, and on behalf of the Commissioner of Police, exercise the authority delegated by the Minister of Transport under Section 11 Road Traffic Act, and make the following order under Section 33 of the Act.

I declare that the '2017 NAIDOC Main Street Festival' is an event to which this section applies and that the following road be closed to vehicle traffic between 9.45 a.m. and 5.00 p.m. on Sunday 2 July 2017:

**Within the Roxby Council**
- Richardson Place, Roxby Downs between Burgoyne Street and Arcoona Street

I direct that persons taking part in the '2017 NAIDOC Main Street Festival' on the above road be exempted from all Australian Road Rules relating to pedestrian behaviour.

I also hereby authorise Roxby Council or its agents and contractors to install and remove, or cause the installation and removal of necessary and appropriate traffic control devices for the conduct of this event.

I direct that the installation and removal of necessary and appropriate traffic control devices for the conduct of this event can only be performed by a person with work zone traffic management training.

C.D HOLLAND  
S/SGT 36182  
For and on behalf of  
COMMISSIONER OF POLICE  
Policy Schedule - Tax Invoice

YOUR SERVICE CONTACT NUMBER IS 1300 853 800.

<table>
<thead>
<tr>
<th>Invoice #</th>
<th>084224</th>
<th>Client Ref</th>
<th>000172</th>
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</thead>
<tbody>
<tr>
<td>Our Ref</td>
<td>000342-11</td>
<td>Policy No</td>
<td>AT A172000 PLB</td>
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<tr>
<td>Class</td>
<td>Annual Public and Products Liability</td>
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<td></td>
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<tr>
<td>Insured</td>
<td>Roxby Downs Community Board Inc</td>
<td></td>
<td></td>
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<tr>
<td>Situation</td>
<td>Postcode: 5725, State: SA</td>
<td></td>
<td></td>
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<tr>
<td>Insurer</td>
<td>QBE Insurance (Australia) Ltd</td>
<td></td>
<td></td>
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<tr>
<td>Inception</td>
<td>30-01-2017 To 30-01-2018 Renewal Policy</td>
<td></td>
<td></td>
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<tr>
<td>Payment Date</td>
<td>30-01-2017</td>
<td></td>
<td></td>
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</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Premium</td>
<td>$885.25</td>
</tr>
<tr>
<td>FSL/Levy</td>
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<tr>
<td>Fee</td>
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<td>GST</td>
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<td>Stamp Duty</td>
<td>$107.12</td>
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<tr>
<td>Total Paid</td>
<td>$1,201.90</td>
</tr>
</tbody>
</table>

Insurance has been arranged subject to the policy terms and conditions. Please read the important information included with this invoice and ensure that you review your sums insured at least annually.
Meet Date 7 June 2017
Title of Report Financial Delegations

1. Purpose

To revise and update the expenditure limits of officers who have been approved to hold and exercise financial delegations.

2. Recommendation

That the Financial Delegations, as presented, be adopted.

3. Background

Pursuant to the provisions of Section 12 of the Roxby Downs (Indenture Ratification) Act 1982 and Section 44 of the Local Government Act 1999, a council may delegate a power or function to an employee of the council. This delegation may include the expenditure of funds as per section 137 of the Local Government Act.

4. Discussion

A financial delegation prescribes the dollar amount up to which an officer is authorised to commit/and or make expenditure in respect of an individual transaction.

Financial Delegations are regularly reviewed and updated to reflect Council’s operational requirements including when there has been a change in the position of an employee or when there is an appointment or termination of an employee.

5. Policy Implications

5.1 Financial / Budget

Expenditure occurs within approved limits and within budget allocations.

5.2 Resources

Nil

5.3 Legal and Risk Management

Compliance with the Procurement Policy

6. Report Consultation

Senior Management Team
7. Attachments

Schedule of Financial Delegations

8. Report Authorisers

Michelle Hales
Manager Corporate Services and Community Board
Roxby Council Financial Delegations

As at 2 June 2017

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Delegation (within Budget Allocation) Per transaction ex-GST</th>
<th>Criteria for Delegation</th>
<th>Credit Card Limit Per month Inc-GST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administrator</td>
<td>Full Delegation</td>
<td>Unlimited for investment of funds as per Council policies</td>
<td>$6,000</td>
</tr>
<tr>
<td>Financial Accountant</td>
<td>$50,000</td>
<td></td>
<td>$3,000</td>
</tr>
<tr>
<td>Manager Corporate Services and Community Board</td>
<td>$25,000</td>
<td></td>
<td>$6,000</td>
</tr>
<tr>
<td>Manager Business Systems and Effectiveness</td>
<td>$50,000</td>
<td>All other purchases</td>
<td>$4,000</td>
</tr>
<tr>
<td>Water and Electrical Operations Manager</td>
<td>$200,000</td>
<td>Electrical Purchases Only</td>
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</tr>
<tr>
<td>Operations Manager Roxbylink</td>
<td>$50,000</td>
<td></td>
<td>$6,000</td>
</tr>
<tr>
<td>Water &amp; Sewerage Operations Officer</td>
<td>$5,000</td>
<td></td>
<td></td>
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<tr>
<td>Municipal Operations Officer</td>
<td>$5,000</td>
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<td></td>
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<tr>
<td>Electrical Operations Officer</td>
<td>$5,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Golf Course and Ovals Superintendent</td>
<td>$3,000</td>
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<td></td>
</tr>
<tr>
<td>Works Compliance Officer</td>
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<tr>
<td>Electrical Works Officer</td>
<td>$3,000</td>
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<tr>
<td>Administration Officer - Building, Planning, Health and Municipal Works</td>
<td>$1,500.00</td>
<td>Credit card for travel and accommodation for Building Health and Planning</td>
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<td>Works Administration Officer</td>
<td>$1,000</td>
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<tr>
<td>WHS, Payroll and Municipal Works</td>
<td>No orders</td>
<td>Credit card for travel, accommodation as directed by Senior Management</td>
<td>$1,000</td>
</tr>
<tr>
<td>Customer Service Officers</td>
<td>$300</td>
<td>Petty cash only</td>
<td></td>
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<tr>
<td>Finance Administration Officer</td>
<td>No orders</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Records Management Officer</td>
<td>$500</td>
<td></td>
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</tr>
<tr>
<td>Team Leader Library Services</td>
<td>$500</td>
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</tr>
<tr>
<td>Aquatics Manager</td>
<td>$500</td>
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<tr>
<td>Hospitality Services Manager</td>
<td>$3,000</td>
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<tr>
<td>Roxbylink Administration Officer</td>
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</tbody>
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