



*A vibrant and connected community with excellent lifestyle and employment opportunities in a beautiful natural environment*

**MINUTES**

**For The  
Ordinary Meeting of Council**

**Held On  
Thursday 22 June 2023  
At 5:30pm**

Council Chambers  
39 Bannister Rd, Boddington

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**1. DECLARATION OF OPENING**

The Shire President, Garry Ventris declared the meeting open at 5.34pm.

I would like to begin by acknowledging the Traditional Owners of the land on which we meet today. I would also like to pay my respects to Elders past and present and emerging.

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

**2.1 Attendance**

Cr Garry Ventris	Shire President
Cr E Smalberger	Deputy Shire President
Cr C Erasmus	
Cr E Schreiber	
Cr L Lewis	
Cr I Webster	
Cr A Ryley	

Mrs Julie Burton	Chief Executive
Mrs Cara Ryan	Executive Manager Corporate Services
Mrs Thalia Douglas	Executive Assistant (minutes)

Visitors: 0

**2.2 Apologies**

Jeff Atkins      Executive Manager Works & Services

**2.3 Leave of Absence**

Nil

**2.4 Application for Leave of Absence**

**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 62/23**

**Moved: Cr E Smalberger**

Cr Earl Schreiber has requested leave of absence from 01 August 2023 to 15 September 2023

**Seconded: Cr A Ryley**

**Carried: 7/0**

**3. DISCLOSURES OF INTEREST**

Cr E Smalberger declare an Interest in Impartially in item 9.2.6.

**4. PUBLIC QUESTION TIME**

Public question time is limited to a total of fifteen minutes of duration, except by consent of the person presiding. Each speaker is limited to three minutes duration to speak, except by consent of the person presiding.

Nil

5. **PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS**

Nil

6. **CONFIRMATION OF MINUTES**

**COUNCIL RESOLUTION: 63/23**

**Moved: Cr C Erasmus**

**That the minutes of the Ordinary Council Meeting held on Thursday 25 May 2023 be confirmed as a true record of proceedings.**

**Seconded: Cr I Webster**

**Carried: 7/0**

7. **ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION**

Nil

**8. RECEPTION OF MINUTES AND RECOMMENDATIONS OF COMMITTEES**

**8.1 Minutes of Local Emergency Management Committee**

Attachments: 8.1A LEMC Minutes | May 2023

**COUNCIL RESOLUTION: 64/23**

**Moved: Cr I Webster**

**That the minutes of the Local Emergency Management Committee Meeting held on Monday 29 May 2023 be received.**

**Seconded: Cr L Lewis**

**Carried: 7/0**



*A vibrant and connected community with excellent lifestyle and employment opportunities in a beautiful natural environment*

**MINUTES**

**For The  
Local Emergency Management Committee**

**Held On  
Monday 29 May 2023  
At 10am**

Council Chambers  
39 Bannister Rd, Boddington

## DISCLAIMER

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**1. DECLARATION OF OPENING**

Councillor Earl Schreiber, declared the meeting open at 10am.

I would like to begin by acknowledging the Traditional Owners of the land on which we meet today. I would also like to pay my respects to Elders past and present and emerging.

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

**2.1 Attendance**

Anna Erickson  
Ryan Clarke  
Nathan Manning  
Adam Whitford

Julie Burton  
Wayne English  
Cr. Lee Lewis

Cr. Earl Schreiber  
Javier Brodalka  
Ross Bartley

**2.2 Apologies**

Shenae Tilbee  
Simon Smith  
Ros Foster  
Corrie Lokan  
Daniel Marsh

Karl Mickle  
Terry Sillitto  
Michael Pasotti  
Kim Reader  
Ben Gartner

Jessie Reid  
Ronan Blaney  
William Batt  
Jayden Vitler

**3. DISCLOSURES OF INTEREST**

Nil

**4. GUEST PRESENTATIONS**

Nil

**5. CONFIRMATION OF MINUTES**

Moved: Nathan Manning

Seconded: Javier Brodalka

That the minutes of the Local Emergency Management Meeting held on Monday 27 February 2023 be confirmed as a true and correct record.

Carried: 10/0

**6. REVIEW ACTION LIST AND BUSINESS ARISING**

**6.1 Action and Progression**

Action	Responsible Person	Progress
Look at reserves - fire mitigation	Nathan Manning	Nathan Manning: The Shire is looking into reserve burning for both Hakea and Williams Reserves, this will be pending weather. The Shire is going through the process of applying for funding of Planned Burning

		and Chemical Works for Crossman Road.
Organise courses with DFES and invite William Batt	Ryan Clarke	Ryan Clarke: Currently in the process of asking for feedback on when the fire brigades will be able to run fire-fighting courses, possibly will be after July. Further updates will be provided at the next meeting.
Discuss Starlink (comms with heavy vehicles) at next meeting	Ryan Clarke	Ryan: The project manager in charge has left, no progress with integration as of yet. Looking into this as a resource for emergency management. Further updates will be provided at the next meeting.
Emergency Exercise	Daniel Marsh	<p>Javier: The Desktop Exercise has been confirmed for the 3rd July 2023 for Emergency Management &amp; Preparedness. It has been suggested a couple hours would be better for this course rather than 1 hour. Julie has confirmed that 2 hours has been reserved for this in the calendar.</p> <p>Ryan: Suggested it would be valuable to (LEMC team), working with Dynamic at the moment to get this going. He would like to see everyone from LEMC Committee to be able to attend, the full deployment can be done at the same time.</p>

## **7. CORRESPONDANCE**

### **7.1 Correspondence In**

### **7.2 Correspondence Out**

### **7.3 Information Tabled**

## **8. REVIEW OF LEMC MEMBERSHIP & CONTACT LIST UPDATES**

### **8.1 Review Membership and Contact List**

Attachment: 8.1A Contact List (as at May 2023)

## **9. AGENDA ITEMS**

### **9.1 Review and Approve Terms of Reference**

Attachment: 9.1A Local Emergency Management Committee – Terms of Reference (as at June 2023)

## **10. LOCAL EMERGENCY MANAGEMENT (Standing Items)**

### **10.1 Post Incident Reports**

Since March, the SES has attended 10 road crashes including the MGM Bulk truck roll over on the bridge. Recruitment drives for the SES and local fire brigades happening at the school with new members joining.

With the increase in truck roll overs, there was a request for the mine to be more involved in helping on the scene and the possibility of looking into a practical exercise around truck roll overs and to involve emergency groups including the hospital.

## **11. AGENCY/MEMBER REPORTS**

### **11.1 Department of Communities Agency Report**

Attachment: 11.1A Department of Communities Agency Report

## **12. GENERAL BUSINESS**

### **12.1 Around the Table**

A new DFES superintendent for the Upper Great Southern has been appointed. Many of the necessary brigade courses are now online and the Regional Training Calendar has been updated.

Due to the lack of St John volunteers, Newmont has sent crews out to four calls from Communications Centre which is taking resources and staff off the mine. They are happy to help but don't want to be relied on.

## **13. NEXT MEETING**

### **13.1 Approve Meeting dates for 2023**

Committee confirmed that the next Local Emergency Management Committee meeting will be scheduled for 28 August 2023.

## **14. CLOSURE OF MEETING**

There being no further business, Earl Schreiber, Councillor declared the meeting closed at 10:55am.

**Local Emergency Management Committee Contact List**  
(As at MAY 2023)

NAME	EMAIL	CONTACT #	DEPARTMENT
Julie Burton	<a href="mailto:ceo@boddington.wa.gov.au">ceo@boddington.wa.gov.au</a>		Shire of Boddington CEO
James Wickens	<a href="mailto:James.wickens@boddington.wa.gov.au">James.wickens@boddington.wa.gov.au</a>		Shire of Boddington
Adam Smith	<a href="mailto:Adam.smith@dfes.wa.gov.au">Adam.smith@dfes.wa.gov.au</a>		Dept Fire and Emergency Services
Karl Mickle	<a href="mailto:karl.mickle@wandering.wa.gov.au">karl.mickle@wandering.wa.gov.au</a>		Shire of Wandering
Corrie Lokan	<a href="mailto:Corrie.lokan@health.wa.gov.au">Corrie.lokan@health.wa.gov.au</a>		Dept of Health
Cr. Earl Schreiber	<a href="mailto:creschreiber@boddington.wa.gov.au">creschreiber@boddington.wa.gov.au</a>		Shire of Boddington
Jayden Vitler	<a href="mailto:jayden.vitler@dbca.wa.gov.au">jayden.vitler@dbca.wa.gov.au</a>		Dept Biodiversity, conservation and attractions
Jessie Reid	<a href="mailto:Jessie_reid@hotmail.com">Jessie_reid@hotmail.com</a>		
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Ronan Blaney	<a href="mailto:Ronan.blaney@stjohnwa.com.au">Ronan.blaney@stjohnwa.com.au</a>		St John WA Community Paramedic Southern Wheatbelt WBT55
Ros Foster	<a href="mailto:boddingtonss@bigpond.com">boddingtonss@bigpond.com</a>		Forward Control Officer (Fire Brigade)
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Wayne English	<a href="mailto:weenglish@bigpond.com">weenglish@bigpond.com</a> <a href="mailto:Wetraveltir5@gmail.com">Wetraveltir5@gmail.com</a>		SES Manager
William Batt	<a href="mailto:willybatt@bigpond.com">willybatt@bigpond.com</a>		Chief Bushfire Control Officer

<b>Anna Erickson</b>	<a href="mailto:Anna.erickson@dpird.wa.gov.au">Anna.erickson@dpird.wa.gov.au</a>	9881 0211 [REDACTED]	<b>Dept of primary industries and regional development Senior Vet Officer</b>
<b>Javier Brodalka</b>	<a href="mailto:Javier.brodalka@newmont.com">Javier.brodalka@newmont.com</a>	[REDACTED]	<b>Newmont</b>
<b>Shenae Tilbee</b>	<a href="mailto:Shenae.tilbee@boddington.wa.gov.au">Shenae.tilbee@boddington.wa.gov.au</a>	9883 4900	<b>Shire of Boddington Administration officer P &amp; D</b>

## Local Emergency Management Committee

### Terms of Reference



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Adopted	
Last Reviewed	
Review Date	Review required every five years or as needed
Associated Legislation	Emergency Management Act 2005
Associated Documents	State Emergency Management Policy and Procedure
Review Responsibility	Shire of Boddington Local Emergency Management Committee

#### 1. Title

The name of the committee shall be the Shire of Boddington Local Emergency Management Committee (LEMC).

#### 2. Aim

Pursuant to section 39 of the Emergency Management Act 2005 the functions of the Committee are:

- To advise and assist the local government in ensuring that local emergency management arrangements (LEMA) are established for its district;
- To liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements
- To carry out other emergency management activities as directed by the State Emergency Management Committee (SEMC) or prescribed by the regulations, organisations, hazard management agencies, and industry representatives, to collectively

### **3. Objectives**

1. Develop local emergency management arrangements that are practical to all stakeholders and service agencies.
2. Ensure that arrangements are contemporary and relevant to the community and addresses all possible risks and scenarios.
3. Participate in inter-local government relations to further emergency management cooperation within the Upper Great Southern District.
4. Engage the community through safety and awareness campaigns, and by disseminating information through social media, media outlets, and public events.
5. Participate in interagency training exercises that improve the capabilities and knowledge of the committee, local stakeholders, and hazard management agencies.
6. Exercise the emergency management arrangements to test their effectiveness in practical applications, and actively strive for continuous improvement.
7. Share meeting minutes, committee member experiences and proposed actions with local government elected members, State agencies and the local community.
8. Strategies on ways to mitigate potential emergencies and to improve recovery arrangements.

### **4. Duties and Responsibilities**

1. Advise and assist the Shire of Boddington in ensuring that local emergency management arrangements are established for its district.
2. Liaise with public authorities and other persons in the development, review and testing of local emergency management arrangements.
3. Carry out other emergency management activities as directed by the State Emergency Management Committee or prescribed by the regulations.
4. Perform at least one emergency training exercise a year to assist improve the capabilities of their community to prepare for, respond to and recover from emergencies.
5. After the end of each financial year each local emergency management committee is to prepare and submit to the district emergency management committee for the district an annual report on activities undertaken by it during the financial year.

### **5. Membership, Roles and Responsibilities**

The LEMC membership consists of local support organisations, hazard management agencies and industry representatives.

#### **5.1 Chair (Elected member or nominated local government officer)**

The LEMC Chair is responsible for leadership and support to the LEMC by:

- Ensuring the appointment of a secretary
- Chairing the LEMC meetings and ensuring that the terms of reference and procedures of the LEMC are adhered to;
- Ensuring that Council is kept informed of emergency management within the Shire of Boddington:



## **5.2 Deputy Chair**

The Deputy Chair is responsible for advice and support to the LEMC by:

- Acting as a Chair to the Committee in the absence of the LEMC Chair
- Providing support and direction to the Executive Officer as required
- Participating in any subcommittees or working group where appropriate

## **5.3 Executive Officer (Relevant local government officer)**

The LEMC Executive Officer is responsible for:

- Ensuring the provision of professional and timely secretarial support including;
  - Meeting agenda
  - Minutes and action lists
  - Correspondence
  - Maintenance of the committee membership contact list
  - Coordinate the development and submission of committee documents in accordance with legislative and policy requirements including annual reports and annual business plans
  - Maintenance of Emergency Management Contact register
  - Participate as a member of sub committees or working groups where appropriate.

External Representatives

- WA Police
- Department of Fire and Emergency Services
- Department of Communities
- St John Ambulance
- State Emergency Service Unit Manager (Boddington)
- Newmont Boddington Gold
- South32
- Shire of Boddington Bushfire Brigade representative
- National Broadband Network Company
- Department of Primary Industries and Regional Development

Membership notes:

- Special Guests may be invited to attend committee meetings as determined by the LEMC;
- Each voting member must nominate a proxy within their agency or organisation to attend if the appointed member is absent;
- Members representing agencies and organisations that can no longer participate in the committee shall advise the Executive Officer of their resignation and nominate an alternative representative for membership.
- Committee membership will be reviewed quarterly to ensure that it is representative of the community and the potential risks and scenarios.
- New members may join the LEMC via resolution of the committee.
- Non-attendance at meetings of voting members without a justifiable apology, or that have not been represented by their proxy will be asked to provide an explanation to the Chairperson. Repeated non-attendance may result in the Chairperson notifying the District Emergency Management Committee.

## **6. Meeting Management**

### **6.1 Chairperson**

The Chairperson shall be an elected member of Council. Council is to appoint the Chairperson and an elected member as the Chairpersons proxy. In the absence of the Chair, the appointed proxy will act as the Deputy Chairperson.

### **6.2 Deputy Chair**

The Local Emergency Coordinator shall be appointed as deputy Chair

### **6.3 Executive Officer**

The LEMC Executive Officer shall be a local government officer

### **6.4 Quorum**

A quorum for the committee will be at least 50% of its voting membership.

### **6.5 Minutes/Agendas**

The Executive Officer shall be responsible for preparing agendas and minutes of all business transacted at each meeting. An administration assistant may be appointed to assist as required to prepare all meeting documentation.

A draft agenda will be emailed to members three (3) weeks prior to the meeting. Members have two weeks to include agenda items and/or comments. The final agenda will be issued to members one week prior to the scheduled meeting.

Copies of the meeting minutes will be made available to Council by way of information at least one month after the committee meeting. Meeting minutes will be forwarded to Committee members two (2) weeks post the meeting.

### **6.6 Schedule**

Meetings will be held quarterly throughout the financial year and scheduled by the Chairperson. (List of dates, i.e. 3rd Thursday of each quarter March, June, September, December)

Additional meetings will be convened if and as required at the discretion of the Chairperson.

### **6.7 Authority**

The LEMC shall not have the authority or power to commit the Shire of Boddington or any association, organisation, group or individual to expenditure without the Shires endorsement.

The LEMC shall be required to gain Council approval if the Committee wishes to alter these Terms of Reference.



## CITY OF MANDURAH - LOCAL EMERGENCY MANAGEMENT COMMITTEE REPORT

**Agency: Department of Communities**

**Date: 29<sup>th</sup> February 2023 – 29<sup>th</sup> May 2023**

**Incident Support Group Activation (ISG): NIL for this region**

Date	Type of Incident	Location of Incident	Resources & Agencies Involved	Comments/Outcomes

**LEMC/Agency Update****OPERATIONS – All Hazards UPDATE**

1. Department of Communities (Communities) Emergency Relief & Support – Operations has continued to be very busy over the past 4 months.
  - **Bushfires** – This quarter DC have responded to 8 x bushfires requiring Evacuation Centres to be opened and concurrently responding to the Kimberley Flooding. The bushfires include:
    - Cervantes (Nambung)
    - Armadale
    - Henderson
    - Albany – Bakers Junction
    - Thomson Brook
    - Donnybrook Complex
    - Donnybrook (Glenn Mervyn)
    - Toodyay
  - **Kimberley Flooding Response** 2<sup>nd</sup> January - caused by Ex Tropical Cyclone Ellie – considered the most devastating flood ever experienced in WA with unprecedented record-breaking levels of rainfall and flooding (particularly communities along the Fitzroy River region) causing significant impact and destroying major road networks and isolating and displacing communities with airports also being closed due to the weather and inundation further adding to the complexities. In addition, significant destruction and major damage to DC assets including Public (Social) Housing, Community Housing, GROH and Remote Community Housing across the region. DC is providing the welfare support services to residents impacted by the floods:
    - 2/1/2023 – Fitzroy Crossing Evacuation Centre opened & staffed by 3 local staff for more than 24 hours before additional staffing support was flown in to support approximately 100 evacuees – they provided evacuees with immediate supports including accommodation, food, personal requisites (clothing, medication etc), in addition to supporting those remaining in their homes in the town. As we move into recovery the centre has now transitioned into a Flood Help Centre supporting the communities' current needs

- Over 200 people were relocated from affected communities and supported in commercial accommodation in Derby & Broome – The numbers have dropped and we are currently supporting around 70 people.
- Over 95 staff (Central and Regional) are directly supporting DC operational response including DC Emergency Relief & Support, Early Response Teams, Surge workforce, District Staff and especially local Kimberley staff – plus a deployment team arranging staff accommodation, airfares, rosters and negotiating contracts with various providers etc
- Liaison Officers provided to – State Operations Centre; Regional Operations Centre/Incident Management Team; All Hazards Liaison Group; Operational Area Support Group and Incident Support Groups.
- Supporting the affected Communities and residents DC:
  - Managed an Evacuation Centre (Fitzroy Crossing)
  - Providing Commercial Accommodation and Meals to displaced community members (primarily in Broome and Derby) Set up and managing Community Information centre in Broome and the Flood Help Centres in Derby and Fitzroy Crossing.
  - Opening 11/1/2023 and managing the Disaster Response Hotline set up (1800 032 965) was previously operating 7 days a week to provide a referral point for impacted communities requiring support and information including arranging the repatriation of displaced residents back to their community with over 1300 calls being taken to date.
  - DC have repatriated over 340 people and a further 310 people have been assisted to relocate to alternative safe locations.
  - DC Asset Assessments – All 1,009 DC owned or managed properties across 36 remote communities and the Fitzroy Crossing town have had an electrical assessment completed with 95 properties having a detailed building condition assessment covering FX town and 8 remote communities. The initial focus was ensuring the electrical safety and structural integrity of properties in non-flooded and minor inundation areas to allow displaced residents to return home ASAP assess communities housing is safe to return home ASAP and then ensure food drops to those communities are undertaken. These assessments will help confirm the number of people who will need temporary accommodation for the months ahead while their homes are either repaired or rebuilt. Interagency Damage Notification meetings with impacted communities and individuals are currently being held.
  - Communities is planning medium to long term accommodation options for people whose homes are uninhabitable due to the floods.
  - Communities is providing rent relief to public housing tenants in Fitzroy Crossing and tenants in impacted remote Aboriginal communities.
  - Working with commercial accommodation providers, regional airlines and local support providers to assist people unable to return home by normal means due to flood impacted roadways
  - Communities is providing rent relief to affected DC Housing tenants and Public Housing tenants living in Fitzroy Crossing or in one of the impacted Aboriginal Communities will get 6 weeks rent credit applied to their accounts – those who have continued to pay since 2/1 will also get a credit. A Rent Moratorium Hotline opened on 1/2/2023 and have taken over 930 calls.
  - Together with WACHS – provided mobile phones for displaced persons to be used for communication
  - Collaborating with WACOSS to utilise community organised resource exchange (CORE) to coordinate offers of assistance from Community Service
  - Assisting Local Government and Providers (Local Support Organisations, GIVIT, Red Cross, Salvation Army & other Providers) with Donations including specific items such as long-term accommodation, furniture, whitegoods etc
  - Notifying displaced and affected residents/businesses of the various financial assistance packages available including Water Authority, Horizon Power, Centrelink, State and Federal assistance packages, Lord Mayors Appeal etc
  - As this event moves from Response to Recovery DC is now working with the DFES State Recovery Coordinator on the approaches that will be made in the social and build domains.

2. The State Support Plan – Emergency Relief and Support (formerly Emergency Welfare) – Communities has reviewed the State Support Plan and the SEMC Policy Branch has released it for consultation <https://dfes.mysocialpinpoint.com.au/statesupportplanemergencyreliefandsupport/emergencyreliefandsupport/> this will then see changes to the current Local Emergency Welfare Support Plans.

Evac Centre Training to DC staff and our partnering agencies including LG staff - the preference is to conduct at facilities nominated as Evacuation Centres and therefore require LG's to consider potential dates/venues that this can be conducted.

### Strategic Issues & Opportunities

5. Medium to Long Term accommodation – SEMC have requested DC to lead a cross agency working group to prepare an issues paper about Government responsibilities for medium and long-term accommodation following an emergency.
6. Community Sector Capability – working with community support organisations to enhance the delivery and coordination of welfare services
7. Disaster Information Support Coordination Centre (DISCC) Guidelines are being reviewed at the request of WA Police
8. People at Risk – developing a framework to promote a shared approach to preparedness, response and recovery for people at risk in emergencies
9. Emergency Financial Assistance – review of the State Emergency Financial Assistance initiatives

### Exercise or Event Schedule until end of financial year

LEMC/Agency	Dates	Exercise/Event	Learning Outcomes
Department of Communities	Ongoing	Department of Communities Management eg DD/RED's/LWC, DC Staff etc and Local Governments/Emergency Services	Provide EM Update, Covid 19 Evacuation Centre Guidelines, Resources, PPE, Kits/LEWP/Welfare Centres etc
Department of Communities	Ongoing	Welfare Evacuation Centre Training Note: dates and venues to be determined – <ul style="list-style-type: none"> <li>• Loftus Rec Centre 17/11 (Western Central)</li> <li>• Fleur Fraeme 24/11 (City of Stirling &amp; City of Joondalup – Local Government)</li> <li>• All Agency Sessions April/May 2023 – Require LG's to nominate their facilities</li> </ul>	Running participants through the stages of managing a Welfare Centre (Before the emergency, activation, managing the Centre, closure of the Centre, recovery), including COVID Lens. Also, information on what services and agencies assist.
WA Police Force	22 <sup>nd</sup> November 2022	Avalanche style exercise will involve a hostile act at a metropolitan school	Familiarise ourselves with contacts and processes should one occur under our watch.
City of Joondalup/ Stirling/ Wanneroo & Department of Communities	24 <sup>th</sup> November 2022	Application AWARE program for training/Exercise for staff from the City of Joondalup and the City of Stirling with a few staff from Wanneroo to open up an Evacuation centre from scratch and operate until DC arrival	DC to provide LG Opening Evac Centre till DC arrive training and then facilitate an exercise to test their learning – with a consultant engaged to complete checklists, guides and procedure manual

Department of Communities (People Sense EAP Provider)	19 <sup>th</sup> December 2022	Vicarious Trauma and Self Care	Self-Care to manage the impact of other people's Trauma – Supporting and Understanding along with practical ways to be trauma informed.
Department of Communities	Jan - Ongoing	Kimberley Flooding Support – Pre, During and Post Activation Support to deployed staff	Staffing briefings of what can be expected; what is required and supporting them on return
All Agencies	17 <sup>th</sup> – 23 <sup>rd</sup> April 2023	Total Solar Eclipse – Mid West Gascoyne/Pilbara Exmouth	Various Workshops, Exercises and Planning leading into the TSE on 20 <sup>th</sup> April 2023
Department of Communities (DC)	2023	District Local Welfare Coordinator (new process) and Administration Staff EM Training	Providing an overview of EM, Activation of the Local Office and specific tasks eg Coordinator, RFR, Finance, Kits etc
Department of Communities (DC)	2023	Training and Practical Setup of an Evacuation Centre for key LG and or Facility Operator Staff	Provide and run through with key LG & Facility Staff to open, set up and operate an Evacuation Centre prior to Communities arrival
Department of Communities (DC)	2023	Review LG's Nominated Evacuation Centres	Explore the current nominated Evacuation Centres with LG to determine if they are relevant; complete checklist - add or delete facilities - Completed
Department of Communities	2023	Training & Exercises to test the activation of Department of Communities District Office's	Test the capabilities of staff within the district to respond to a request to open a Welfare Centre; this includes activating the district office, Local Welfare Coordinator briefing and directing staff to tasks to prepare their departure and physically gathering resources including hooking up the trailer (if applicable) or gathering District Kits with all resources needed to manage the Centre on their arrival.

**LEMC Nominated Members**

**Activation - Communities Emergency Services Unit Duty Officer (24/7): 0418 943 835**

**Mark Schorer**

Senior District Emergency Services Officer | Emergency Relief and Support

Community Services – South Metro

Department of Communities

Phone: [REDACTED]

Email: [Mark.Schorer@communities.wa.gov.au](mailto:Mark.Schorer@communities.wa.gov.au)

**Nominated member**

**Evacuation Centre Coordinator (ECC)**

**Kim Reader**

Senior Practice Development Officer – Peel CPFS

Cnr Sutton and Tuckey streets

Department of Communities

Community Services – South Metro

Department of Communities

Phone: [REDACTED]

Email: [Kim.Reader@communities.wa.gov.au](mailto:Kim.Reader@communities.wa.gov.au)

**9. REPORTS OF OFFICERS**

**9.1 PLANNING & DEVELOPMENT SERVICES**

Nil



## 9.2 CHIEF EXECUTIVE OFFICER

### 9.2.1 Local Government Convention | 2023

File Reference:	2.049
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.1A LG Convention 2023 Programme

#### Summary

Council is requested to consider nomination of Councillor representatives to attend the WALGA Local Government Convention 2023.

#### Background

The 2023 WA Local Government Convention & Trade Exhibition (Local Government Week) will be held on Monday and Tuesday 18 and 19 September at the Crown Perth.

In accordance with previous Local Government Weeks, WALGA will hold its Annual General Meeting (AGM), to discuss and consider local government industry issues during the Convention. Each member Council of WALGA has the ability to elect two (2) voting delegates to participate at the WALGA Annual General Meeting (non-voting delegates are also able and encouraged to attend).

There is no Council Policy prescribing the voting delegates for the WALGA AGM, and both the AGM and Convention are open to all Councillors.

#### Comment

The theme for the 2023 WA Local Government Convention is 'Local Futures'. The programme is attached at 9.2.1A.

WALGA's annual Local Government Convention brings together hundreds of Elected Members and Local Government staff from across Western Australia to discuss and examine important issues and trends facing the sector. Themed Local Futures, this year's Convention will explore how Local Governments can enact and drive change for the benefit of their communities and the diversity of solutions that can emerge when you start local.

The convention includes keynote speakers, plenary sessions delving into topical issues and, for the first time, a Supplier Showcase featuring WALGA preferred suppliers showcasing the latest innovations across service industries such as transport and waste management.

An important opportunity offered as a part of the Convention is the 'Heads of Agencies Breakfast'. This event is for Mayors, Presidents and CEOs only, provides Local Governments with a valuable opportunity to discuss issues of importance within their communities directly with key State Government decision-makers.

Attendance at the annual WA Local Government Convention is open to all Councillors. Registration fees, travel and accommodation expenses are paid by the Shire in advance for any Elected Member(s) attending the WA Local Government Convention.

#### Consultation

Nil

### Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

### Legislative Implications

Nil

### Policy Implications

Attendance at Events

### Financial Implications

Anticipated costs are approximately \$2,000 per delegate comprising registration of \$1,300; accommodation of approximately \$600 per delegate, plus meals and other miscellaneous expenses.

### Economic Implications

Nil

### Social Implications

Nil

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	Risks relevant to this decision of Council are relatively low, and include the financial impact of the convention, and the reputational risk if no delegates were present to vote at the WALGA AGM.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Financial, Reputational
Risk Action Plan (controls or treatment proposed)	

### Options

1. Determine not to attend the WALGA AGM
2. Send any number of Councilors to attend the WALGA Local Government Convention.

### Voting Requirements

Simple Majority

**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 65/23**

**Moved: Cr C Erasmus**

**That Council:**

- 1. Nominate Cr G Ventris and Cr A Ryley as the voting delegates for the WALGA Annual General Meeting 2023.**
- 2. Nominates Councilors Cr L Lewis, Cr E Smalberger. Cr G Ventris and Cr A Ryley to attend the 2023 WALGA Local Government Convention.**

**Seconded: Cr L Lewis**

**Carried: 7/0**



# Local Futures

## 2023 WA Local Government Convention

### PROGRAM

#### Sunday 17 September

3.30pm – 5.00pm Mayors and Presidents Forum  
5.00pm – 8.30pm Welcome Drinks

#### Monday 18 September

7.00am – 9.00am Breakfast with Heads of Agencies (invitation only)  
9.00am – 11.30am Convention Opening  
Keynote Speaker: Dominic Thurbon - Business Disruption, Behavioural Change and Transformation expert  
11.30am - 12.00pm Morning Tea  
12.00pm - 1.15pm State Political Panel Session with Ben Harvey, Chief Reporter, *The West Australian newspaper*  
1.15pm - 2.00pm Lunch  
2.00pm - 5.00pm WALGA AGM  
5.00pm - 6.00pm Break  
6.30pm - 9.30pm Gala Cocktails

#### Tuesday 19 September

7.30am - 9.00am Convention Breakfast with Michelle Payne (separate registration)  
9.00am - 9.50am Federal Minister Address and Q&A  
10:00am Supplier Showcase opens  
9.50am - 11.00am Diversity Panel Session  
11.00am - 11.30am Morning Tea  
11.30am - 1.00pm Plenary Sessions: Active Mobility and Regional Housing  
1.00pm - 1.45pm Lunch  
1.45pm - 3.30pm Closing Keynote and President's Close  
3.30pm Conference closes

### Additional events

#### Tuesday 19 September

Supplier Showcase | Planning Showcase | Construction Panel Session

#### Wednesday 20 September

Supplier Showcase | Procurement Forum | Sustainability Forum



WALGA

## 9.2.2 Williams Reserve Mountain Bike Trail | Concept Plan

File Reference:	3.000647
Applicant:	Nil
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.2A Williams Reserve Trail Network – Draft Concept Plan 9.2.2B Schedule of submissions

### Summary

This item seeks Council's endorsement of the Williams Reserve Trail Network Concept Plan following a period of public consultation.

### Background

In 2019 the Shire was successful in obtaining funding from Royalty for Regions via the Department of Primary Industries and Regional Development for the Hotham Park Redevelopment. The funding also included provision to undertake preconstruction activities for a Regional Project to complement the Peel Regional Trails Strategy 2019. The Peel Regional Trails Strategy 2019 reflects the aspirations of the five local governments in the Peel region to guide future trails development in a collaborative approach to support increased visitation.

As a result, the Boddington Mountain Bike Trail was confirmed as the Regional Project successful for funding with \$102,000 allocated to engage a trails consultant to undertake preconstruction activities. This scope includes:

- a site assessment comprising a desktop, flora and fauna, heritage and disease risk assessments;
- concept planning;
- corridor evaluation; and,
- detailed design.

Common Ground Trails (CG) were engaged to deliver the project up to the point of commencement of detailed design.

An initial concept design was presented by CG to the Mountain Bike Trail Reference Group on 15 February 2023. Following feedback from the reference group and CG's internal technical teams a revised concept plan was presented on 13 April 2023.

The revised concept plan was presented to Council at a forum held on 11 May 2023 before being published to the community for comment.

### Comment

The proposed Williams Reserve project area provides desirable terrain for MTB trail development. The site is easily accessible from Boddington town centre and offers ideal conditions for beginner-intermediate MTB trails. There is a growing cycling culture in Boddington with a high demand for good quality, single track MTB trails. The provision of an MTB trail network will allow for continued growth and participation in MTB activities for the community, including recreational riders and local schools.

The proposed trail network in Boddington will offer riders an experience in a different setting to that offered in the nearby Dwellingup/Murray Valley Trails Centre, enticing riders to Boddington for a different riding experience, or as part of a larger southwest MTB destination road trip.

Details of the trails are outlined in the attached Williams Reserve Trail Network Concept Plan (Attachment 9.2.2A).

The next phase of the project is a corridor evaluation which involves detailed ecological and archaeology surveys along the proposed trails as outlined in the Concept Plan. The archaeological survey is scheduled for July and the ecological survey must be conducted in spring. Based on previous desktop evaluations it is not anticipated these studies will result in any major changes required to the corridors.

Once the corridor evaluation is completed, a tender will be called for detailed design and construction. This will allow the project to commence immediately upon confirmation of funding.

### Consultation

The Concept Plan was developed in consultation with a Reference Group that included members from the community, and the Department of Local Government Sport and Cultural Industries.

6 submissions were received from the three week community engagement period. All submissions were in favour of the project.

### Strategic Implications

Aspiration	Prosperity
Outcome 11	An attractive destination for day trips and short stays visitors
Objective 11.2	Responsibly develop and manage nature-based experiences and trails.
Action 11.2.1	Develop mountain bike trails within the old town dam site.

### Legislative Implications

Various approvals are required through the planning process, which will be obtained as the project progresses.

### Policy Implications

- Community Engagement
- Purchasing of Goods and Services

### Financial Implications

The construction of the mountain bike trails and associated facilities will be a significant cost, in excess of \$1M. The Shire is awaiting the allocation of Federal Government funding for this project, which is anticipated to be approximately \$1,005,000.

### Economic Implications

The provision of a mountain bike trail will encourage visitors to Boddington which will have a flow on economic benefit. It is not possible to quantify the level of benefit at this stage as a Cost Benefit Analysis has not been completed for this specific project. Significant economic benefits from trails across the Peel Region are outlined in the Peel Regional Trails Strategy.

### Social Implications

Mountain bike riding and trail walking has a health and well-being benefit for locals and visitors.

### Environmental Considerations

A detailed corridor evaluation is currently in progress to ensure the natural environment is protected.

### Risk Considerations

Risk Statement and Consequence	The MTB trail presents a minor risk for environment, health and property and a moderate financial risk as there is no guarantee the facility will be utilised.
Risk Rating (prior to treatment or control)	Moderate (due to financial cost)
Principal Risk Theme	Financial
Risk Action Plan (controls or treatment proposed)	Develop a tender specification to firm up costs for this project.

### Voting Requirements

Simple Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 66/23**

**Moved: Cr I Webster**

**That Council endorse the Williams Reserve Trail Network Concept Plan as contained in Attachment 9.2.2A.**

**Seconded: Cr L Lewis**

**Carried: 7/0**

Cr C Erasmus left Council Chambers at 5.43pm, returned at 5.45pm.

# WILLIAMS RESERVE TRAIL NETWORK CONCEPT PLAN

DRAFT CONCEPT | April 3, 2023





# Contents

Prepared by Common Ground Trails Pty Ltd for the Shire of Boddington

## Acknowledgements

The authors of this Williams Reserve Trail Network Concept Plan respectfully acknowledge that this land on which the trail network is located is traditional land of the Noongar people who have a rich social, spiritual and historical connection to this country, which is as strong today, as it was in the past.

Common Ground Trails wishes to acknowledge the significant contribution from stakeholders, organisation representatives, users and individuals.

## Disclaimer

Common Ground Trails Pty Ltd, its employees, directors and associated entities shall not be liable for any loss, damage, claim, costs, demands and expenses for any damage or injury of any kind whatsoever and howsoever arriving in connection with the use of this Plan or in connection with activities undertaken in mountain biking, hiking and trail running generally.

While all due care and consideration has been undertaken in the preparation of this report, Common Ground Trails Pty Ltd advise that all recommendations, actions and information provided in this document is based upon research as referenced in this document.

Common Ground Trails Pty Ltd and its employees are not qualified to provide legal, medical or financial advice. Accordingly, detailed information in this regard will require additional professional consultation in order to adequately manage and maintain the facilities and reduce risk.

Revision	Description	Date
A	Broad Concept for review	30/11/22
B	Draft Concept for Review	03/04/23

Introduction	3
Project Overview	3
Project Objectives	4
Target Market & User Types	4
Scope & Scale	4
Project Methodology	4
Site Assessment	5
Tenure	5
Topography & hydrology	5
Existing Trails and Facilities	6
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Cultural Values	6
Opportunities and Constraints	7
Characteristic zones	7
Concept	8
Trail network overview	8
Infrastructure	10
Trail Summaries	11



# Introduction

## Project Overview

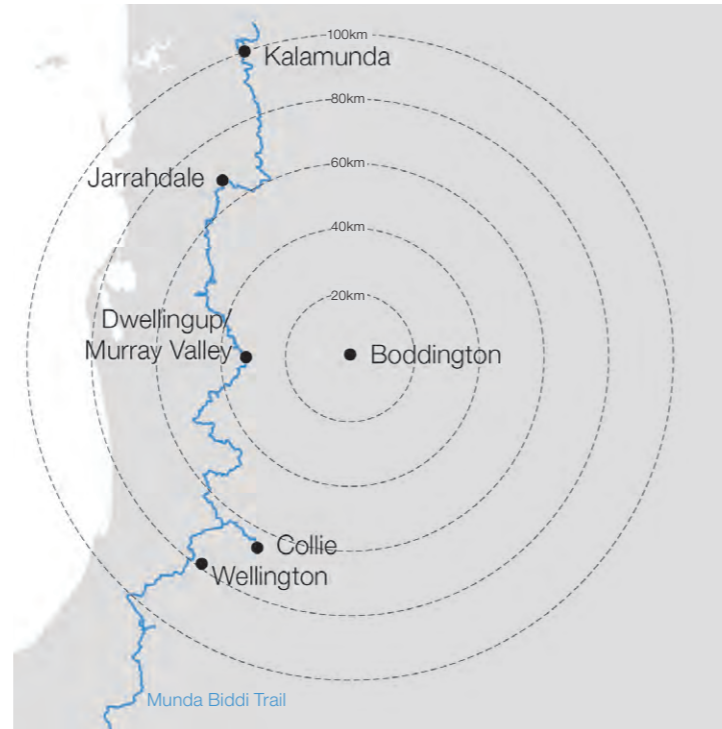
Boddington is a small rural township situated on the banks of the Hotham River, 120km south east of Perth. The Perth and Peel Mountain Bike Master Plan identified potential for Boddington to be developed to a locally significant mountain bike destination. The Master Plan noted the area has existing demand for mountain bike trails and if development is well considered, the cluster of Dwellingup, Boddington and Jarrahdale could become a major trail provider for the Peel region, capturing all segments of the tourism market. Williams Reserve was earmarked as a medium priority site with potential for a network of cross country (XC) trails.

Hotham Park in town has recently been developed into a state-of-the-art facility featuring a pump track, skate park, nature play playground and other outdoor sports facilities. The pump track provides an ideal opportunity for riders to practice their riding technique and progress their skills. Establishment of a trail network close to town will enable riders to develop their skills and fitness further.

The proposed Williams Reserve project area provides desirable terrain for MTB trail development. The site is easily accessible from Boddington town centre and offers ideal conditions for beginner-intermediate MTB trails. There is a growing cycling culture in Boddington with a high demand for good quality, single track MTB trails. The provision of an MTB trail network will allow for continued growth and participation in MTB activities for the community, including recreational riders and local schools.

The proposed trail network in Boddington will offer riders an experience in a different setting to that offered in the nearby Dwellingup/Murray Valley Trails Centre, enticing riders to Boddington for a different riding experience, or as part of a larger southwest MTB destination road trip, refer to Map 1 and Figure 1.

Williams Reserve (approx. 240Ha) is located approximately 3km south of Boddington (refer to MAP 2) and was recently transferred to the Shire of Boddington from the Water Corporation. The reserve can be accessed from Bannister-Marradong Road and Newmarket Road. The reserve contains open jarrah woodland with scattered laterite outcrops. Currently the reserve is not formally used for recreation, however there are a number of 4WD tracks traversing the site. Rural residential properties neighbour the project area on the north and east and the local rifle range club is located to the southwest on Newmarket Road.



MAP 1 - Project location

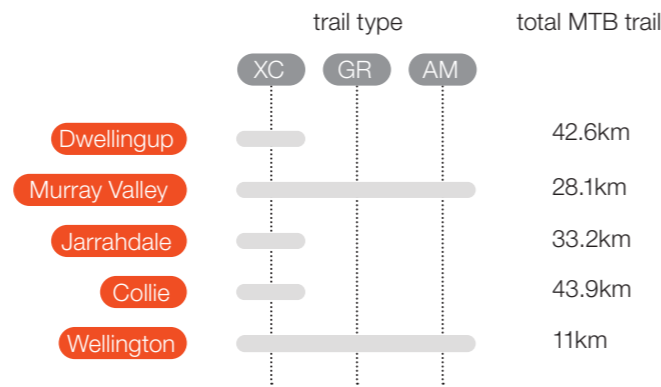
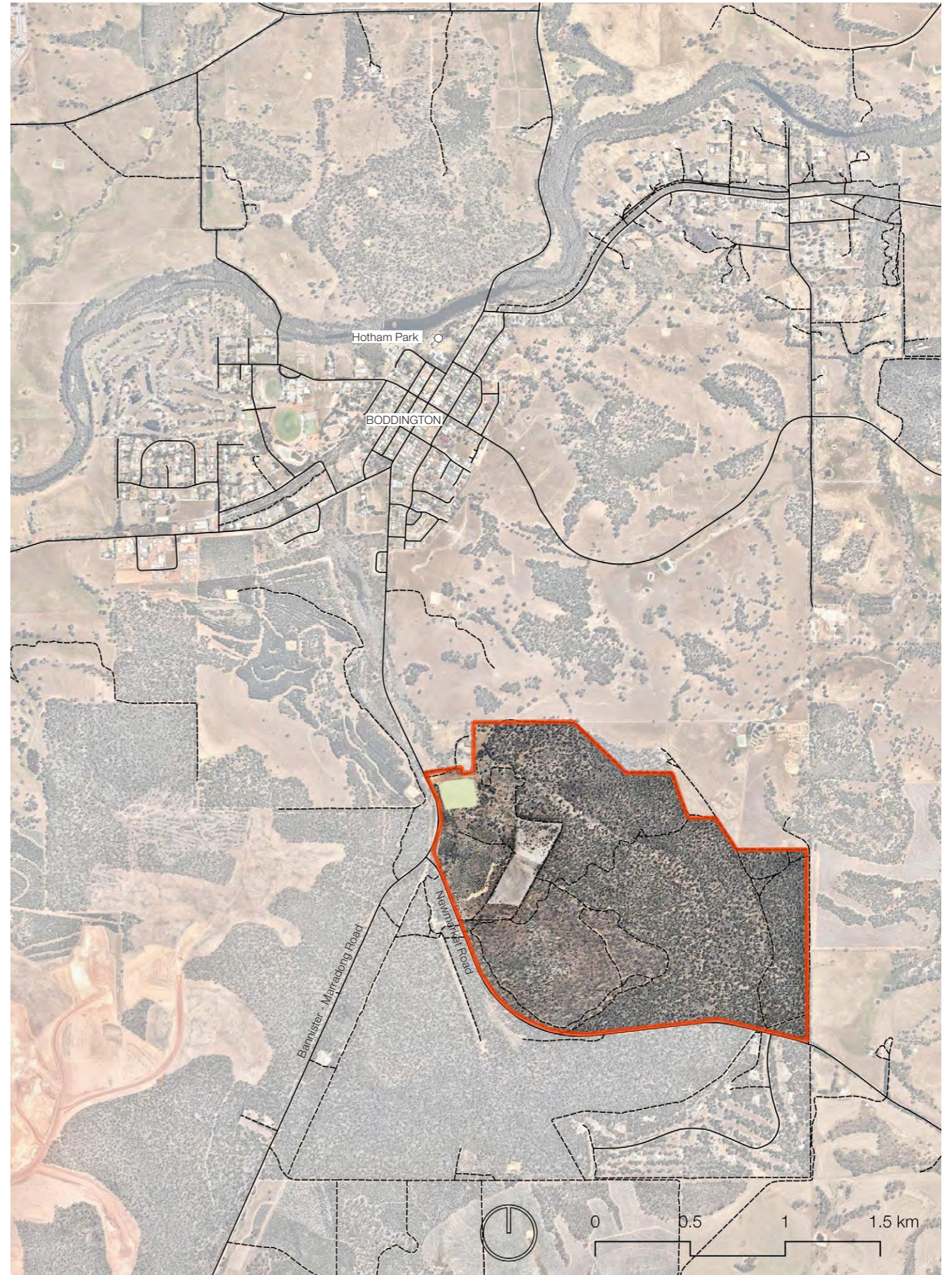


FIGURE 1 - Existing MTB networks in vicinity of Boddington



MAP 2 - Project area

## Project Objectives

The Objectives of this project, as defined in the framework and project brief, are to:

- Create a locally significant MTB trail network which forms part of the greater Boddington location as outlined in the Perth and Peel Mountain Bike Master Plan.
- Develop a high quality, sustainable and accessible cross country (XC) single track trail network suitable for a diverse range of users, and which has the ability to host XC events.
- Design a trail network that enables progression for beginners to intermediate MTB riding.
- Provide a local recreation resource for local residents and a tourism resource to attract new and return visitors to Boddington.
- Design trail opportunities that encourage MTB users to stay on designated trails and reduce the impact to environmental and cultural values.
- Develop a trail network that maintains the sense of place and is appropriate to the landscape.
- Develop high quality, low maintenance technical trail features.
- Consider future connections to potential MTB trail development in the Timber Reserves to the West.
- Consider connection into town along Shire managed land.
- Ensure trail development implements best practice planning, design and construction standards.

## Target Market & User Types

The Williams Reserve Trail Network is intended to cater for both locals, destination trail users and trail users while on holidays. In terms of the mountain bike cohorts the terrain available is best suited to a trail network that caters to leisure and enthusiast cohorts. These markets are comprised of a diverse mix of trail users, including general cyclists and recreational cyclists. Trail styles for these target markets will vary from accessible easy trails to purpose designed trails with technical trail features.

Trail types best suited to the terrain include cross country (XC) mountain bike trails and park style trails. The terrain also lends itself to adaptive cycle suitable trails. Walk trails may also be appropriate and shared use where trails are connecting zones and infrastructure within the project area.



## Scope & Scale

The Williams Reserve trail network will be a locally significant network that forms part of the proposed broader Boddington trail network outlined in the Perth and Peel Mountain Bike Master Plan. Up to 25km of trail is proposed within the project area.

The proposed area contains topography and landscape features that are desirable for MTB trail development. The primary focus is the provision of trails for recreational riding, however the network design also considers potential for cross country event use and opportunities for concurrent recreation use while events are taking place.

## Project Methodology

To fulfil the project brief and objectives the following stages were undertaken as per the Trail Development Process:

### Site Assessment

Site meetings were held with Shire representatives. An audit of the existing conditions was undertaken to gain a detailed understanding of the landscape, topography, soil types, vegetation and ground conditions. The site study identified areas where trail development is and is not appropriate.

### Broad Concept

A broad concept was developed outlining initial findings. The Broad Concept was presented to the reference group and options and inclusions discussed enabling conformation of concept direction. The reference group consisted of representatives from the Shire of Boddington, the local community, Department of Local Government, Sport and Cultural industries (DLGSC) and Gnaala Karla Booja Aboriginal Corporation.

### Draft Concept Plan

This draft concept plan illustrates the trail system configuration with an overall network description and individual trail summaries.

### Next steps

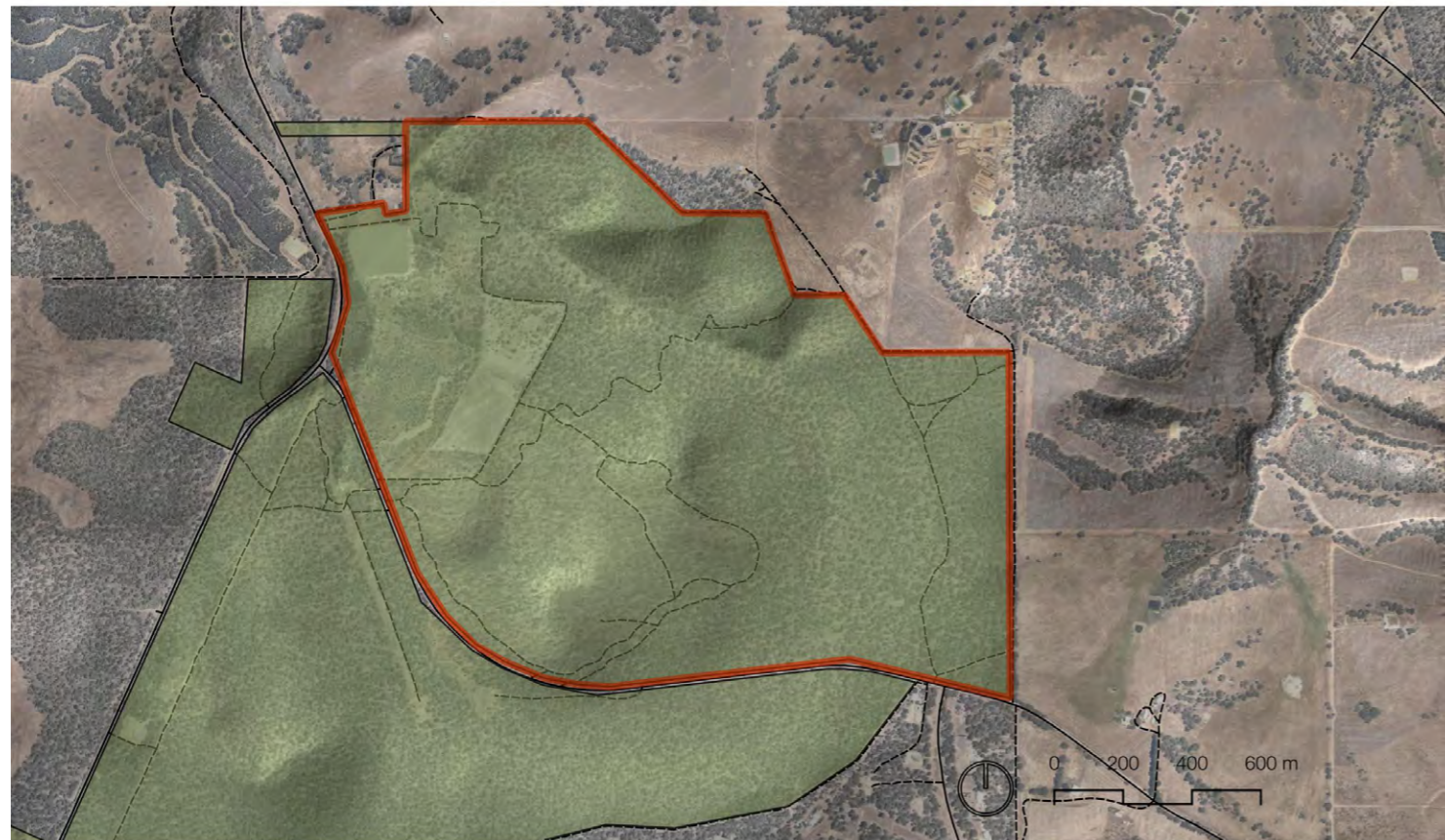
Once the Concept plan is finalised with feedback from the reference group, appropriately qualified consultants will be engaged to undertake corridor evaluation as per the Trail Development Process outlined by DLGSC/DBCA Trail Development Series.

# Site Assessment

Site assessment undertaken considered the inherent qualities of the landscape such as terrain and vegetation types, existing trails and infrastructure and constraints such as heritage values and threatened ecological community presence.

## Tenure

The project area is Williams Reserve which is currently managed by Water Corporation however is in the process of being transferred to the Shire of Boddington. The project area is bounded by freehold to the north and east and Reserve to the west and south, refer to MAP 3. Proximity of dwellings will need to be accounted for in development of the network design with adequate buffer allowed (minimum 200m) to reduce any potential noise and limit potential for public access to neighbouring freehold land. Additional planting in buffer areas will also help to screen adjacent private dwellings.



  Project Area  
  Reserves

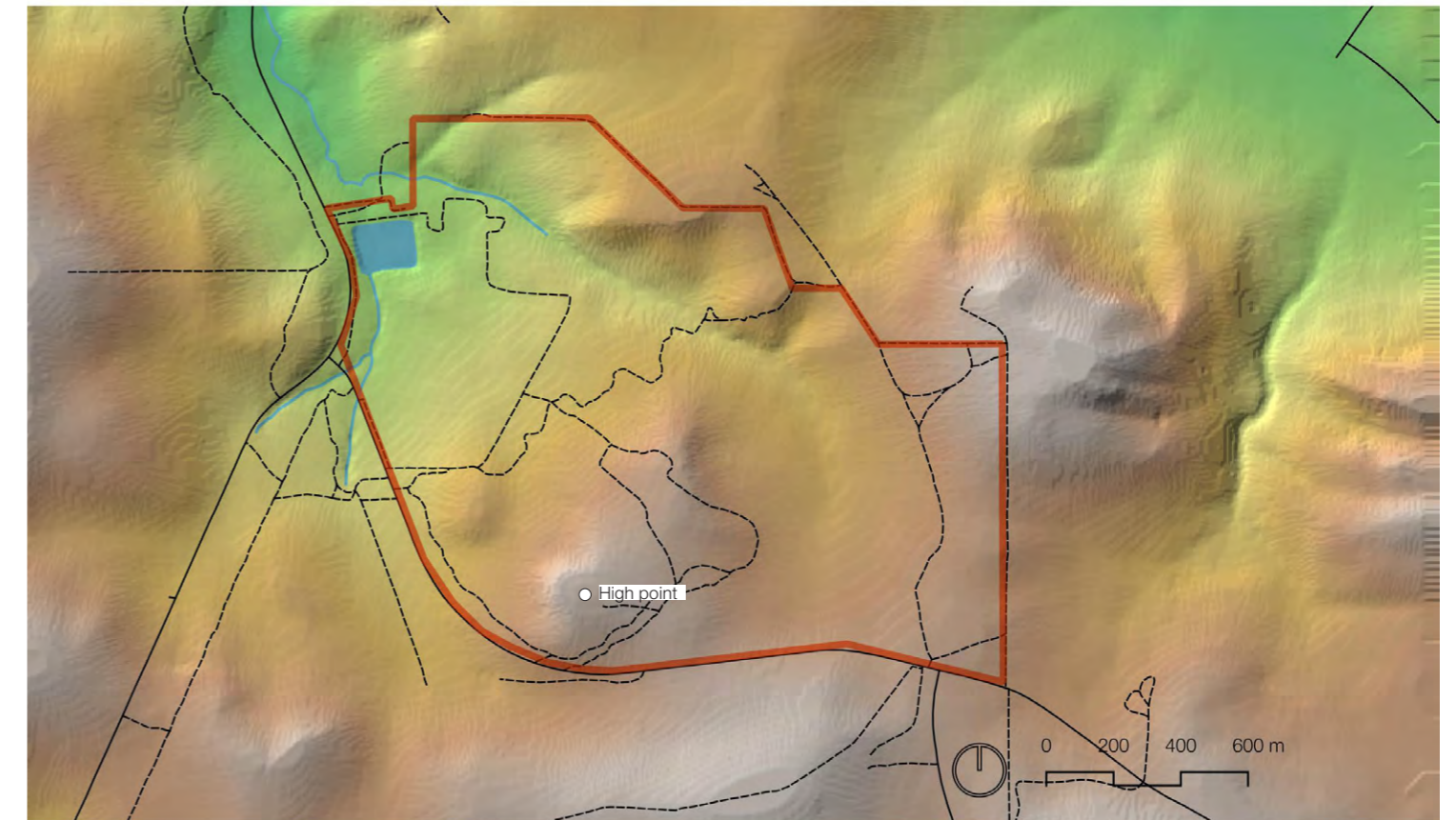
MAP 3 - Project area tenure

## Topography & hydrology

Williams Reserve is characterised by gently sloping flat topped ridges and shallow gullies. There is a dominant high point in the central - southern portion of the site and also in the north east corner both 320m AHD. Mellow slopes converge from these highpoints into a gully traversing east-west which drops to a height of 240 at the lowest point in the project area on the western boundary, refer to Figure xx. Slope gradients vary with mostly gentle slopes (5-9%) and small pockets of steeper slope (15-30%), refer to MAP 4. The elevation variance provides good opportunity for engaging trail with purposeful ascents and exhilarating descents. The terrain features provide for a range of slope aspects with the dominant being north

and east facing slopes, this allows for a mix of microclimates and potential for an engaging array of trail experiences traversing through the different zones. There are a few pockets of laterite outcrops throughout the site which will allow for some more technical focus trails.

The gully supports a non-perennial minor watercourse which when flowing flows into the Hotham River. Should the trail network cross the watercourse appropriate measures such as bridge or armouring will be proposed to minimise impacts downstream.



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<span style="background-color: #FFFFE0; border: 1px solid black; padding: 2px;"> </span> 259	<span style="background-color: #D2B48C; border: 1px solid black; padding: 2px;"> </span> 318
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MAP 4 - Project area topography and hydrology

## Ecological values

The vegetation onsite can be broadly categorised as woodland featuring a mix of jarrah, marri and wandoo. The open woodland character allows for a fast and flowy trail experience with filtered views. Desktop ecological assessment suggests there is potential for threatened and priority flora and fauna occurrence onsite, but targeted surveys are needed to confirm (refer to Ecological Desktop Assessment Report). Once a concept design is developed targeted surveys will be conducted as part of the corridor assessment phase of the trail development process. Proposed trails will be realigned to avoid critical species and minimise impact.

While phytophthora dieback survey has not been undertaken for the project area the highly disturbed nature of the site and land use history would suggest the area is likely infested. It is proposed to ensure all equipment used in construction of the trail network be thoroughly cleaned on commencement and completion of works and a clean down station be installed at the trailhead for use by trail users.

The vegetation and landscape allow opportunity to create a varied trail experience and work towards fostering a greater understanding of the landscape and ecosystem values for visitors, through experience, appreciation and interpretation.



## Cultural Values

The project area has many layers of cultural heritage including Aboriginal and European values. One registered site currently exists within the project area and several occur in proximity. The registered site is the Hotham River and is of Mythological significance. Targeted on ground surveys may uncover sites of significance within the project area (refer to Cultural Heritage Desktop Assessment).

There is opportunity in development of the trail network concept for interpretation of sites of cultural significance which can assist in maintaining a sense of place and informing visitors about the values of the area.



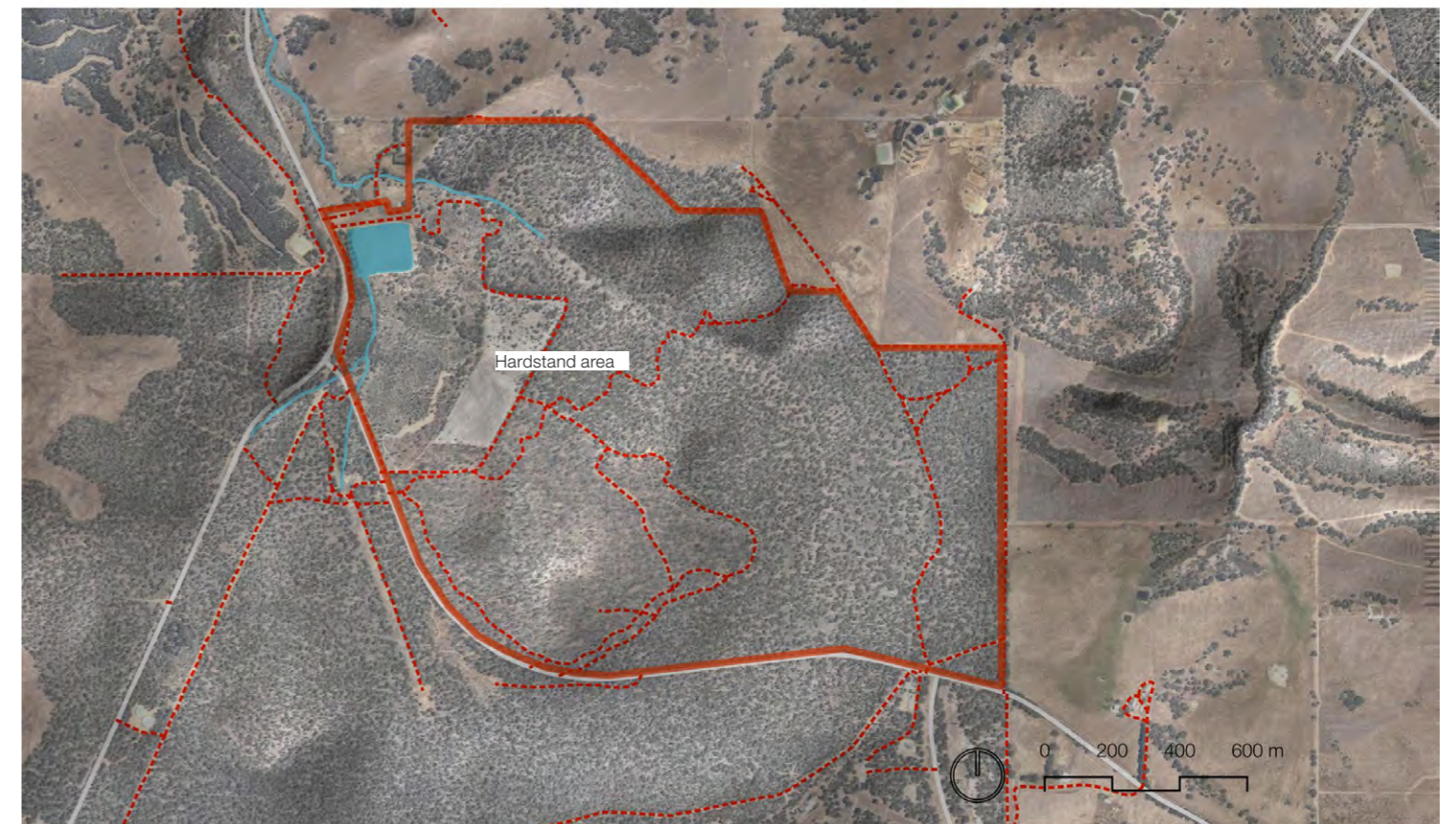
## Existing Trails and Facilities

The project area currently contains no formal trails or facilities. There is a network of vehicle tracks (refer to MAP 5) most of which appear to have been informally created over time. The vehicle tracks that appear to be formally created service the western pocket of the project area that was historically cleared for grazing or sand extraction. All roads will be assessed for suitability to be retained to service public, management and emergency access.

Formal access to the project area is proposed to be off Newmarket Road opposite the Rifle Range access. Facilities proposed include carparking, and trailhead signage with need for toilets to be considered once use patterns and volumes are better understood.

The Shire are currently investigating options for development of infrastructure adjacent the dam in the north west corner of the project area which if progressed would ideally link into the proposed trail network. The large hardstand area was constructed as a

catchment for the dam. At this stage the Shire would like to leave the hardstand in place to ensure there is maximum water in the dam for proposed future recreation purposes.



--- Vehicle Track

MAP 5 - Existing trails and facilities

## Opportunities and Constraints

Analysis of the landscape features and values has enabled a clear picture of the opportunities and constraints to be considered in development of the concept plan.

Key constraints and issues identified include:

- Ensuring impacts to the flora, fauna and cultural values are minimised
- Need for appropriate setbacks to allow buffer from adjacent private land and dwellings

Key opportunities identified include:

- Formalising key access points and roads
- Maximise the features in the terrain including elevation, aspect and vegetation type to provide engaging trail experiences
- Maximising interpretation opportunities

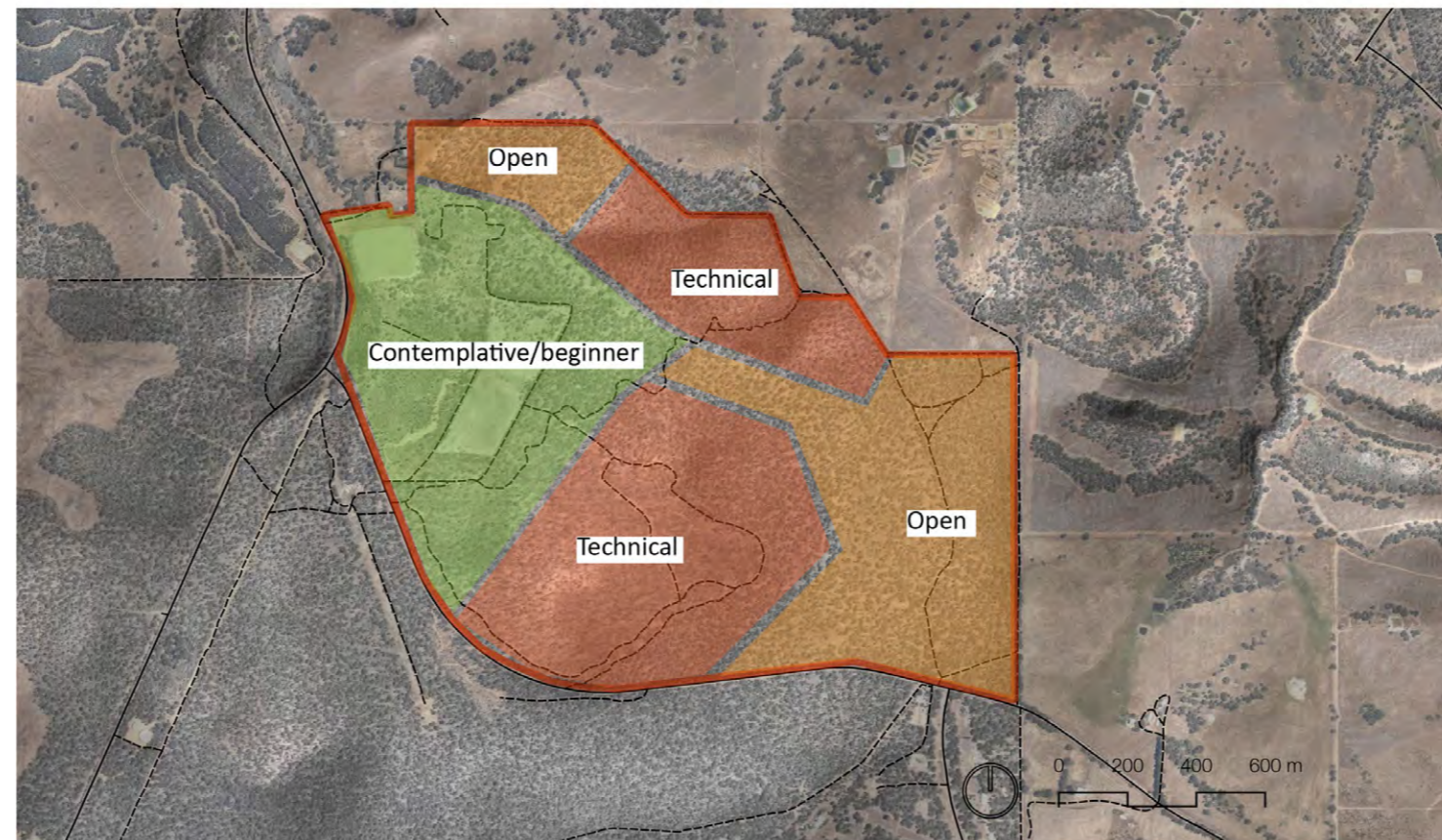
## Characteristic zones

The result of the desktop analyses and on site ground truthing was the categorisation of characteristic zones. The diverse characteristics of each zone, from flat and open to rocky steep slopes all suit different trail types, refer to MAP 6 for location. The characteristic zones will inform the overall site zoning and placement of trail styles. Each of the zones are:

Contemplative/beginner zone: flat terrain offering potential for more intimate contemplative experiences and interpretation opportunities.

Open zone: Mellow slopes and more open vegetation type providing opportunity for cross country mountain bike trails with a mix of ascents and descents.

Tech zone: Steeper slopes and pockets of laterite boulders provide challenging and varied terrain for more technical trails.



MAP 6 - Characteristic Zones



Views towards Boddington townsite

# Concept

## Trail network overview

Taking into account the opportunities and constraints within the project area, the concept proposes a stacked loop system based on a primary trailhead and a series of trail nodes. With a clockwise direction the network is proposed to offer opportunity for riders to session zones or ride longer loops. Adjacent the primary trailhead it is proposed to incorporate a park zone with a series of jump lines which get progressively harder. There is also potential to include a skills development area in the vicinity of the primary trailhead to enable riders to hone their skills learned on the pump track in Hotham Park before heading out onto the broader trail network. The intention would be to include technical trail features in the skills park that riders would encounter out in the trail network. A walk trail connects the trailhead to the high point in the reserve and takes walkers and runners through the most scenic sections of the project area including along the gully and up and along the ridge with views towards Boddington.

The primary trailhead is intended to be located alongside the proposed recreation site at the dam in the north west corner of the site. Inclusions and layout for this recreation site are yet to be determined but should include parking, toilets and picnic facilities. Locating primary trailhead for the trail network in this location will enable riders to make use of the amenities provided. A secondary shuttle trailhead is proposed to be located adjacent the high point within the reserve allowing riders shuttle access to the longest descents in the network.

The Williams Reserve network prescribes to the following best practice principles;

- The network avoids areas of environmental significance, problematic landforms, and is generally sympathetic to the landscape and viewsheds
- Where possible the network connects users with the natural environment and it's features within the project boundary
- Trail alignments are purposeful and provide direct movement through the landscape
- A range of trail difficulties have been provided allowing for progression in the network
- The network caters for a wide variety of riding styles and abilities and will offer a riding experience in a setting that differs from other nearby networks
- The stacked / linked loop trail system places the easiest trails closest to the trail head and more difficult trails are progressively reached or accessed via separate loops
- Most trails are designed to be bike optimised and single direction, allowing purposeful descents and climbs. One shared use trail and a walk only trail allow walkers to complete a loop taking in the highlights of the reserve.
- The overall system is accessible, intuitive and easy to navigate with simple loops and trails following an overall clockwise direction.
- The majority of the trail system is able to be ridden in a continuous lap without backtracking, repeating or crossing over other trails, allowing for cross country marathon racing and longer uninterrupted rides
- Provides a range of trail options suitable for hand cycle and other mobility equipment use

The network contains 20.7km of mountain bike trail with figure 2 outlining the breakdown.

While the trail framework outlined a greater percentage of black trail the site assessment determined limited opportunity for advanced trails in the terrain. Advanced trails have been included in the network where the slope and natural feature allows. Table 1 below outlines each trail style, length and classification.

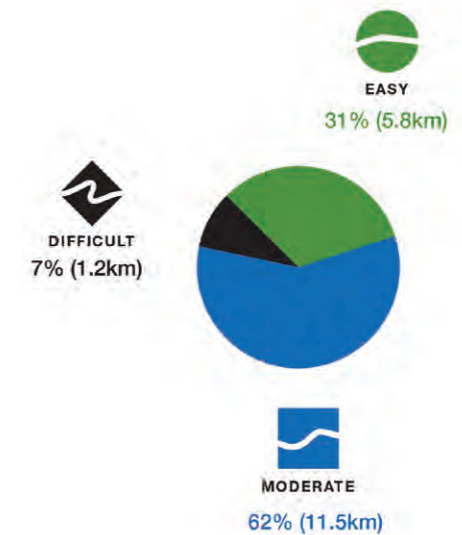
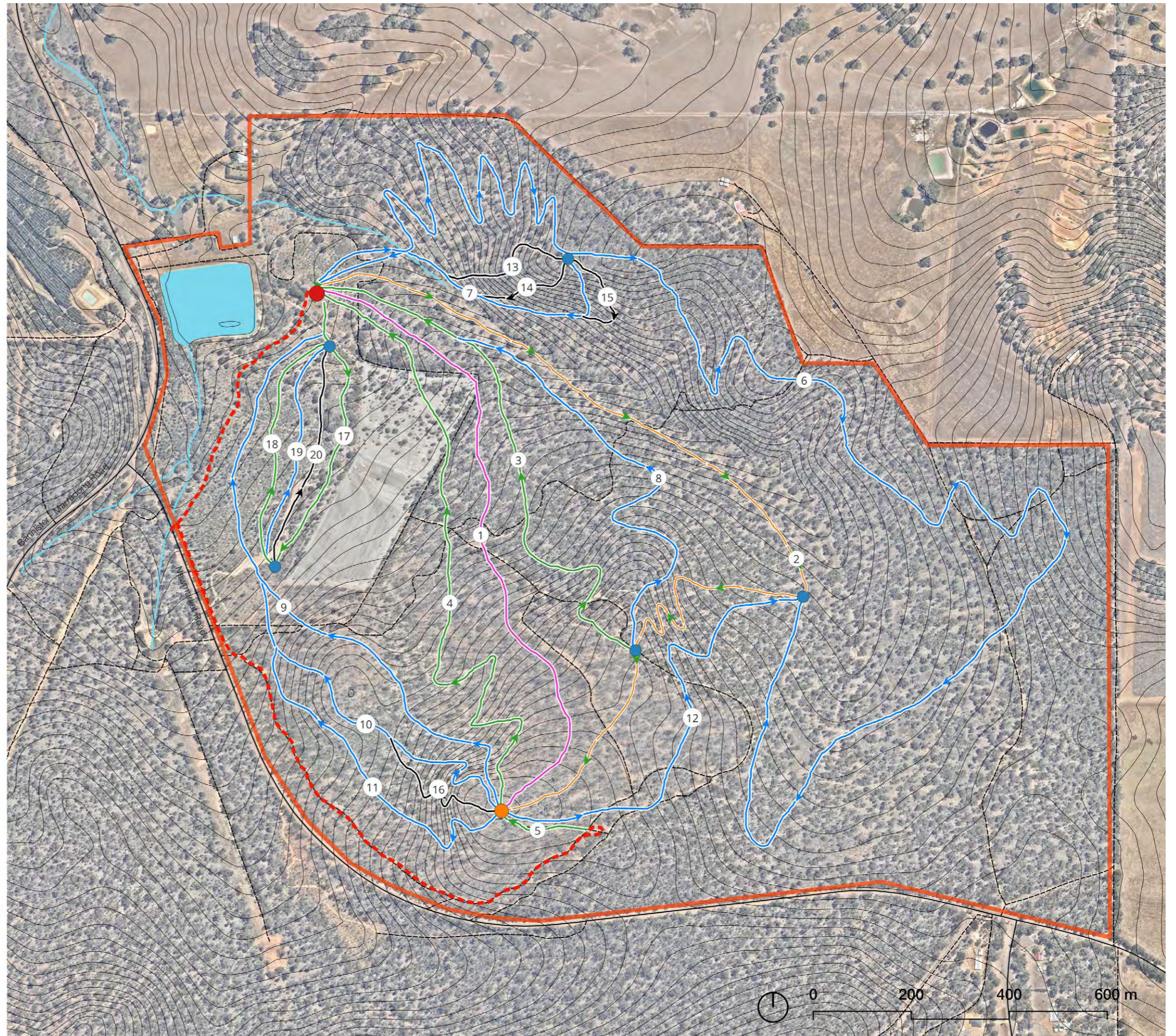


FIGURE 2 - MTB trail classification breakdown (not including park trails)

Table 1: Proposed Trails

ID	Provisional Name	Type	Style	Classification	Length (m)	Elevation change (m)	Average gradient	Adaptive suitable
1	Walk	Walk	Open	Grade 3	1,510	75	5%	
2	Green climb	XC	Open	Easy/Grade 3	2,600	76	3%	Y
3	Green descent 1	XC	Flowing	Easy	1,310	61	5%	Y
4	Green descent 2	XC	Technical	Easy	1,680	75	4%	Y
5	Green link	XC	Open	Easy	210	3	1%	Y
<b>Subtotal</b>					<b>5,800</b>			
6	Blue adventure	XC	Technical	Moderate	5,310	152	3%	Y
7	Blue descent 1	XC	Technical	Moderate	790	32	4%	
8	Blue descent 2	XC	Flowing	Moderate	1,150	47	4%	Y
9	Blue descent 3	XC	Flowing	Moderate	1,470	74	5%	Y
10	Blue descent 4	XC	Technical	Moderate	910	59	6%	
11	Blue descent 5	XC	Technical	Moderate	840	49	6%	
12	Blue descent 6	XC	Technical	Moderate	1,100	35	3%	
<b>Subtotal</b>					<b>11,570</b>			
13	Black descent 1	XC	Technical	Difficult	330	28	8%	
14	Black descent 2	XC	Technical	Difficult	260	26	10%	
15	Black descent 3	XC	Technical	Difficult	260	17	7%	
16	Black descent 4	XC	Technical	Difficult	390	25	6%	
<b>Subtotal</b>					<b>1,240</b>			
17	Green park climb	PK		Easy	660			
18	Green park descent	PK		Easy	570			
19	Blue park descent	PK		Moderate	550			
20	Black park descent	PK		Difficult	520			
<b>Subtotal</b>					<b>2,300</b>			
<b>GRAND TOTAL</b>					<b>22,420</b>			



- Walk
- Shared
- Easy - Green
- Moderate - Blue
- Difficult - Black
  
- Primary Trailhead
- Secondary trailhead
- Trail node
- - - Proposed vehicle access roads
  
- Sealed road
- - - Vehicle track
- ▭ Project Area
- 2m Contours

MAP 7 - Draft Concept



#### Walkers/Trail Runners

Walkers and trail runners will be able to do a 4km loop utilising the Green climb trail which is proposed to be shared use and the walk trail which descends from the high point back to the primary trailhead. This loop will take in the most scenic sections of the project area including along the gully and up and along the main ridge to the highpoint where they will be rewarded with views towards Boddington.

#### Mountain Bikers

For riders there are a range of options and trail styles to cater for different rider skill levels and desired riding experience. Riders that like to session trails have a few options including between the primary trailhead and the shuttle trailhead and in the north of the network intermediate and advanced riders have the option to session between the primary trailhead and the northern highpoint node. For those seeking a longer ride the 5km adventure loop traverses between the highpoints with climbs and descents in the mix.

#### Adaptive riders

It is proposed that a number of trails be designed and constructed to be fully accessible for adaptive bikes, these trails (total 13.5km) will allow for a range of distance options for adaptive cyclists. It is also proposed that the whole network be audited post construction and each trail signposted indicating its adaptive rating.

#### Event use

The overall network has been designed with consideration for events. The sessionable descent zones and the green and blue loops create the opportunity for gravity enduro racing. There is also potential for marathon cross country racing utilising the climbing trails and select descents with subsequent events being able to vary the route by using different descents. The proposed dam recreation site should be designed with ample space available for event infrastructure and carparking.

#### Trail maintenance/management

It is recommended that a formal trail network management plan be established to ensure the ongoing longevity of the trails and minimise potential for unintended impacts. Well designed trails require less maintenance, but all trails require a certain level of ongoing management and maintenance. The trail maintenance program should consist of:

- A regular trail audit program – to identify any trail surface issues that require maintenance e.g. drainage, vegetation re-growth, condition of signage and condition of any build infrastructure.
- Schedule – The frequency of the maintenance required depends on the level of use that the trail receives and should allow for additional inspections following severe weather or trail events where there has been a concentrated volume of trail users over a shorter period of time.
- Standards – Trails should be maintained to the original classification, original trail standards and drainage standards. There should be no alteration to technical features or import/removal of material without extensive review and consultation.

There is opportunity to involve volunteers in the maintenance of trails and potential to include trail and landscape management activities in an Aboriginal ranger program.

## Infrastructure

A range of infrastructure is required to ensure the proposed trails are accessible, safe and enjoyable.

#### Access

Due to limited sightlines and traffic speed on Bannister-Marradong Road, access to the site is proposed to be off Newmarket Road. This primary site access road will lead to the proposed dam recreation site and the primary trailhead. A shuttle road is proposed to come off the main access road and utilise mostly existing informal vehicle tracks to access the high point, where a turn around point and drop off parking bays will be provided. It is recommended that all other existing informal vehicle tracks on the site be gated for management access only, to improve rider safety where trails cross roads while still allowing management and emergency access to the network.

#### Trailheads

The network has been designed around an accessible primary trail head with a secondary trailhead providing shuttle access and a series of trail nodes enabling different loops to be created.

The trail head fulfils a number of important functions:

- Is visible and a safe place to leave a vehicle.
- Provides needs of trail users – water, toilets, information and car parking
- Encourages social interaction as the primary meeting place and finishing point for users.
- Promotes positive use of the site through additional infrastructure such as seating, shelters, landscaping Is easily accessible and promoted to suit visitors
- Provides all of the necessary trail information to plan a ride through good signage.

Trail heads require a range of infrastructure to meet these functions. Inclusions range from essential through to desirable and are dependent on budget and location. As a minimum the primary trailhead will need to provide carparking, toilets, and signage depicting the trail network and information. Pending vision and design of the proposed dam recreation site the primary trailhead may also have additional value add features such as picnic facilities, and water based activities. The shuttle trailhead will only require basic infrastructure including 2-3 drop off bays and signs with trail network map and information. The proposed trail nodes will only require a small map indicating location in the network.

#### Bridges

No significant bridges will be required, there is some drainage channels associated with the dam catchment system which may require either modification or a small bridge structure. The main gully though the site is shallow and only holds water during rain events, armoured trail crossing is considered sufficient at this stage, but to be considered further in detailed design. This gully is also a registered aboriginal site and as such crossing has been minimised to the one location.

#### Dam catchment area

The existing hardstand area and drainage infrastructure associated with water catchment for the dam has been minimally impacted with the proposed trail network. This will ensure that the dam water levels are maximised for future proposed recreational use.

# Trail Summaries


## Trail 1. Walk Trail

Trail 1 is a 1.5km dual direction walk trail from the highest point in the reserve down to the primary trailhead. Combined with Trail 2, this walk trail enables walkers and trail runners to complete a 5km loop. Views towards Boddington and the surrounding hills can be taken in from the top of the trail before walkers traverse through open jarrah/marri forest back to the trailhead. The trail will have a groomed surface with a finished trail width of 0.7m.



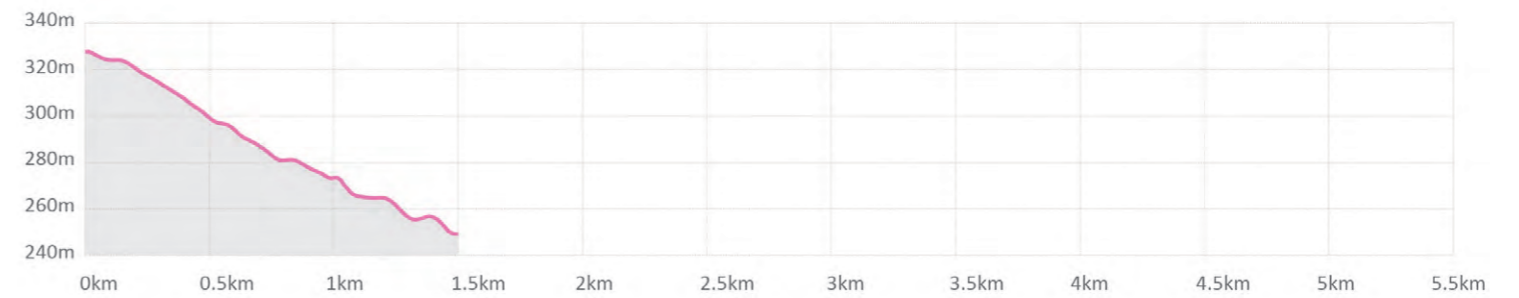
MAP 8 - Trail 1  
Williams Reserve Trail Network | Concept Plan

### Trail 1 Summary

<b>Classification</b>	 Class 3
<b>Trail Length</b>	1,510m
<b>Trail Type</b>	Open
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.7m
<b>Use</b>	Walk/trail run
<b>Direction</b>	Dual Direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	75m
<b>Average Trail Gradient</b>	5%

### Anticipated TTFs

N/A



Precedent image



## Trail 2. Green Climb

Trail 2 is a 2.6km easy shared use trail which is proposed to be single direction for cyclists and dual direction for walkers. Trail 2 traverses alongside the main gully through open forest before climbing to the shuttle trailhead. Walkers can combine this trail with Trail 1 for a 5km loop back to the primary trailhead. Riders have a number of options to descend back to the primary trailhead. The trail will feature continuous rolling grade reversals with minimal technical trail features and a groomed surface with a typical finished width of 1.2m.



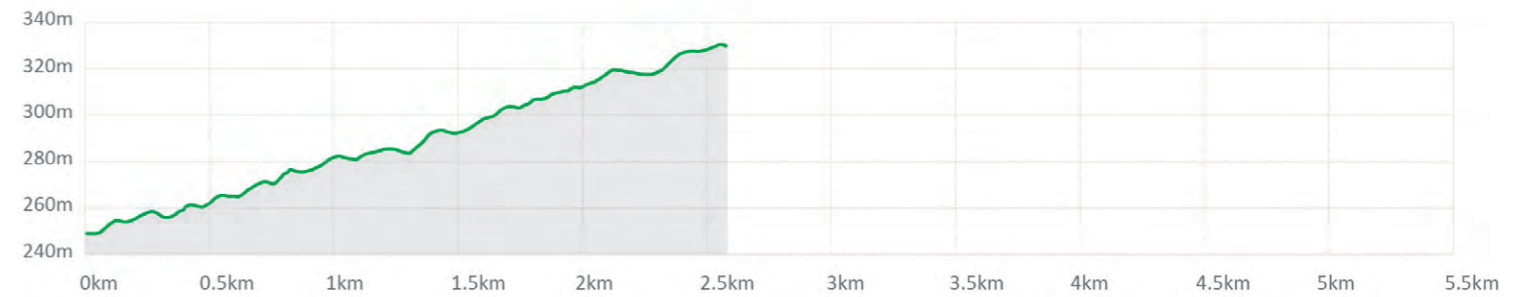
MAP 9 - Trail 2  
Williams Reserve Trail Network | Concept Plan

### Trail 2 Summary

<b>Classification</b>	 Class 3  Easy - Green
<b>Trail Length</b>	2,600m
<b>Trail Type</b>	Open
<b>Corridor width</b>	50m
<b>Tread Width</b>	1.2m
<b>Use</b>	Walk/trail run/cycle
<b>Direction</b>	Single direction cycle, dual direction walk
<b>Total Ascent</b>	76m
<b>Total Descent</b>	0m
<b>Average Trail Gradient</b>	3%

### Anticipated TTFs

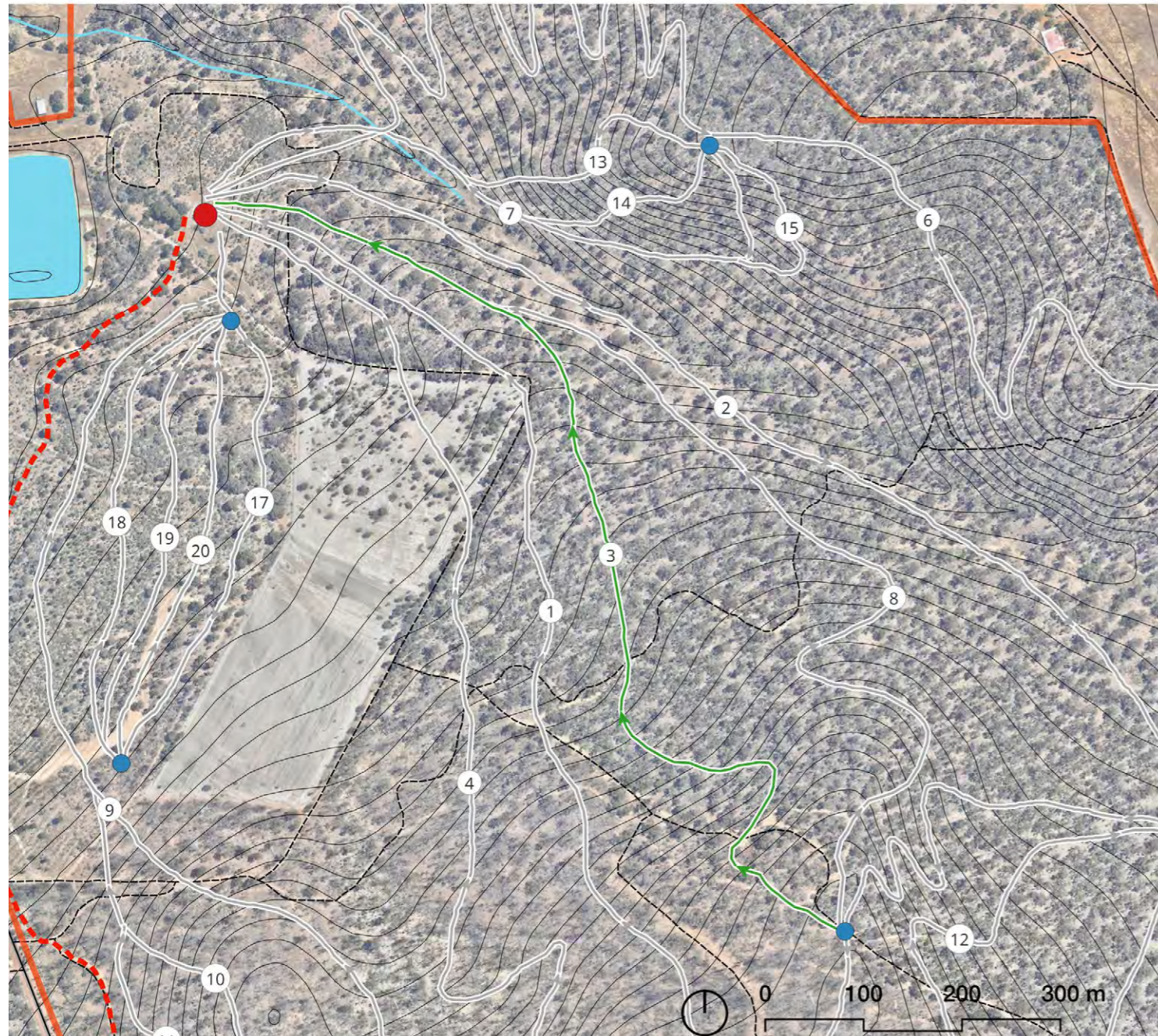
N/A



Precedent image

## Trail 3. Green descent 1

Trail 3 is a 1.3km easy single direction descending trail offering a cross country experience focused on flow trail over predictable natural terrain. Located in generally moderate side slopes, shallow gradient trail switches back and forth on the hill. It features continuous rolling grade reversals, descending switchback corners with flowy trail features and an open feel with smooth surface with typical finished width of 0.9m.



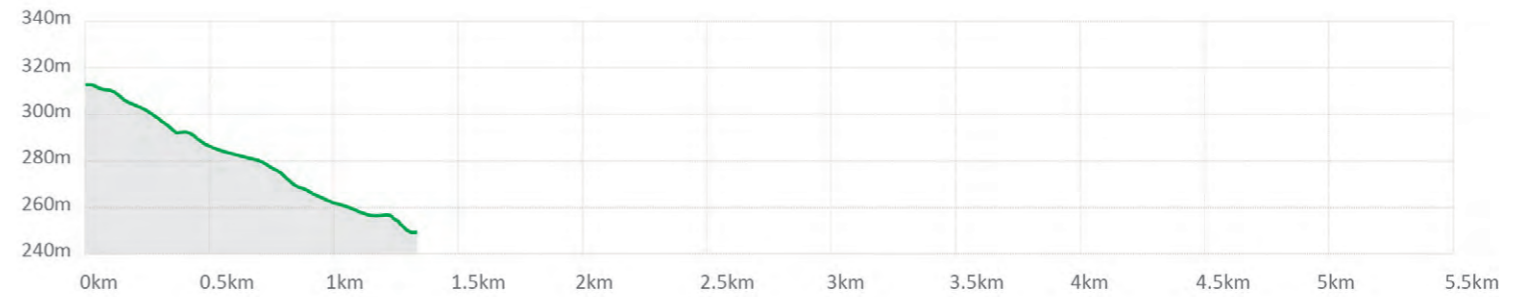
MAP 10 - Trail 3  
Williams Reserve Trail Network | Concept Plan

## Trail 2 Summary

<b>Classification</b>	<span style="color: green;">●</span> Easy - Green
<b>Trail Length</b>	1,310m
<b>Trail Type</b>	Flowing
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.9m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	61m
<b>Average Trail Gradient</b>	5%

## Anticipated TTFs

- Rollers
- Table top jump
- Berms



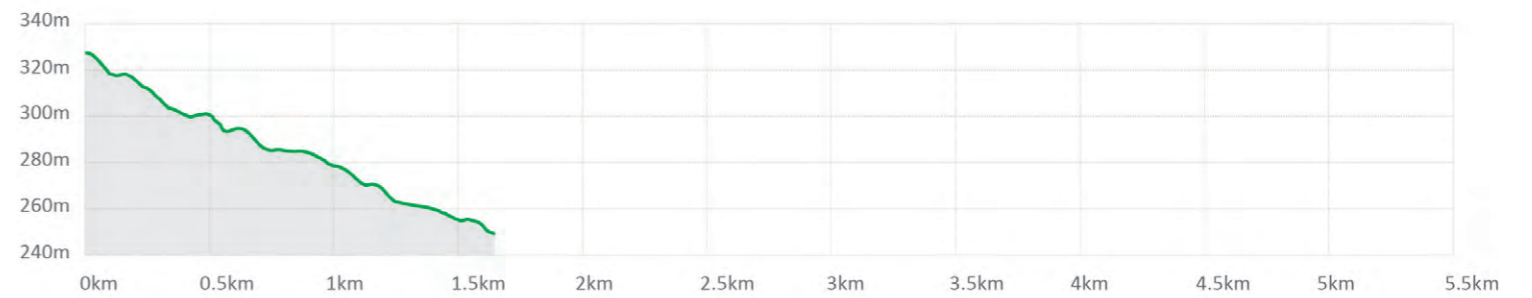
Precedent image

## Trail 4. Green descent 2

Trail 4 is a 1.6km easy single direction descending trail offering a cross country experience focused on technical features over natural terrain. Located on moderate side slopes, the shallow gradient trail switches back and forth on the hill descending back to the primary trailhead. It features descending switchback corners with technical trail features and an open feel with typical finished width of 0.9m.

### Trail 4 Summary

<b>Classification</b>	● Easy - Green	<b>Anticipated TTFs</b>
<b>Trail Length</b>	1,680m	Rollers
<b>Trail Type</b>	Technical	Rock drop
<b>Corridor width</b>	50m	Rock garden
<b>Tread Width</b>	0.9m	Log rollover
<b>Use</b>	Mountain Bike	Berms
<b>Direction</b>	Single direction	
<b>Total Ascent</b>	0m	
<b>Total Descent</b>	75m	
<b>Average Trail Gradient</b>	4%	



Precedent image

## Trail 5. Green link

Trail 5 is a 210m easy single direction trail which links the shuttle drop off to the shuttle trailhead. The trail is proposed to be an open functional trail getting riders to the top of the descending trails. The trail will feature few technical features and a smooth surface with typical finished width of 0.9m.



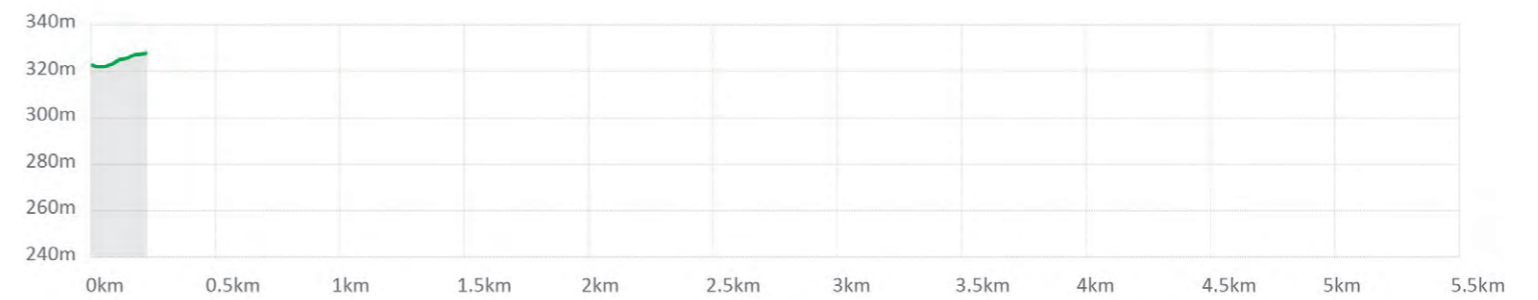
MAP 12 - Trail 5  
Williams Reserve Trail Network | Concept Plan

### Trail 5 Summary

<b>Classification</b>	Easy - Green
<b>Trail Length</b>	210m
<b>Trail Type</b>	Open
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.9m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	3m
<b>Average Trail Gradient</b>	1%

### Anticipated TTFs

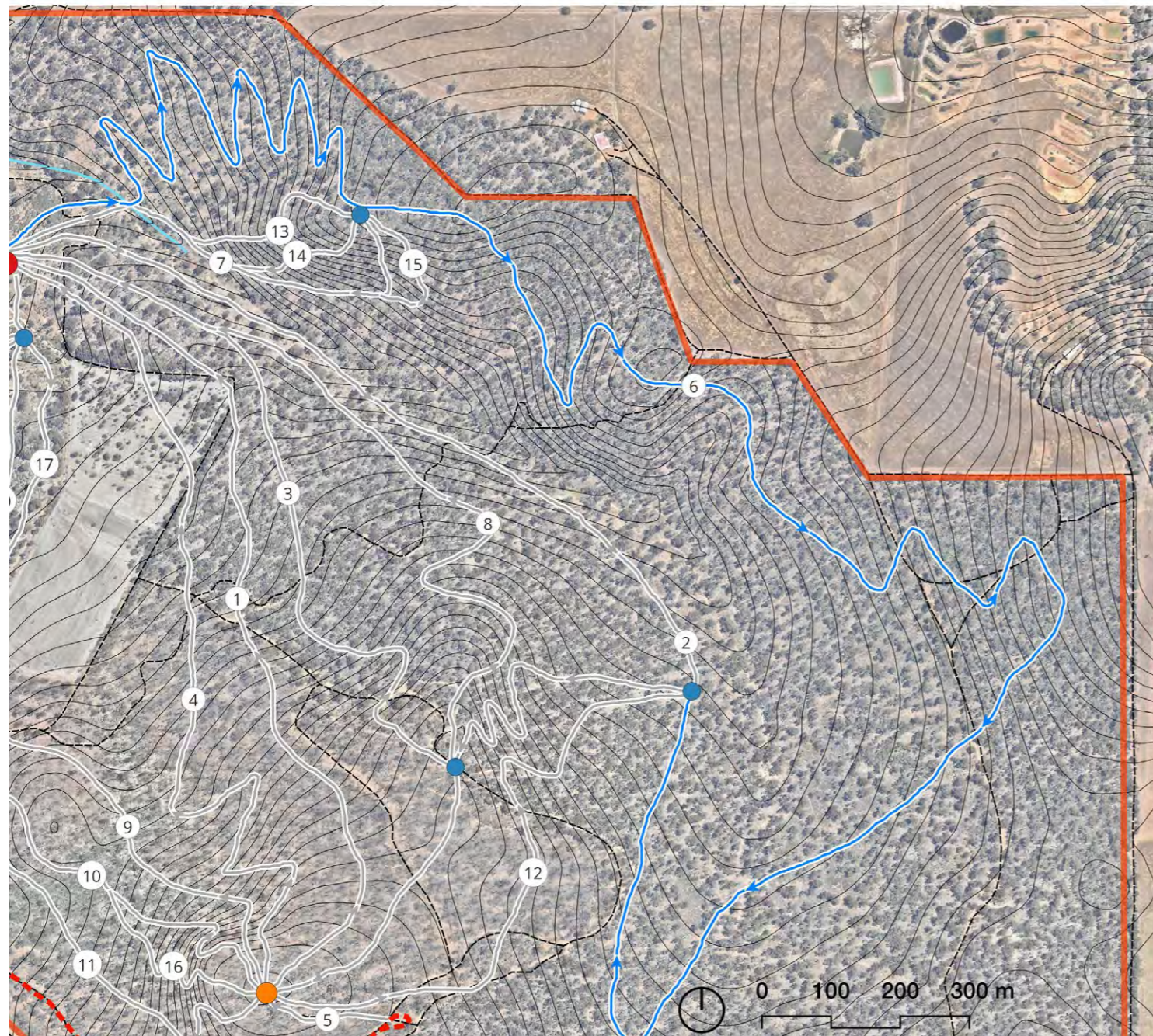
Rollers



Precedent image

## Trail 6. Blue adventure

Trail 6 is a 5.3km moderate single direction cross country trail offering a longer adventure style experience over natural terrain. The trail climbs and descends through the site taking in a range of vegetation communities and slope aspects. It features climbing and descending switchback corners with technical trail features with a rough surface with typical finished width of 0.8m.



MAP 13 - Trail 6  
Williams Reserve Trail Network | Concept Plan

### Trail 6 Summary

<b>Classification</b>	<span style="display: inline-block; width: 15px; height: 15px; background-color: blue; margin-right: 5px;"></span> Moderate - Blue
<b>Trail Length</b>	5,310m
<b>Trail Type</b>	Technical
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.8m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	96m
<b>Total Descent</b>	56m
<b>Average Trail Gradient</b>	3%

### Anticipated TTFs

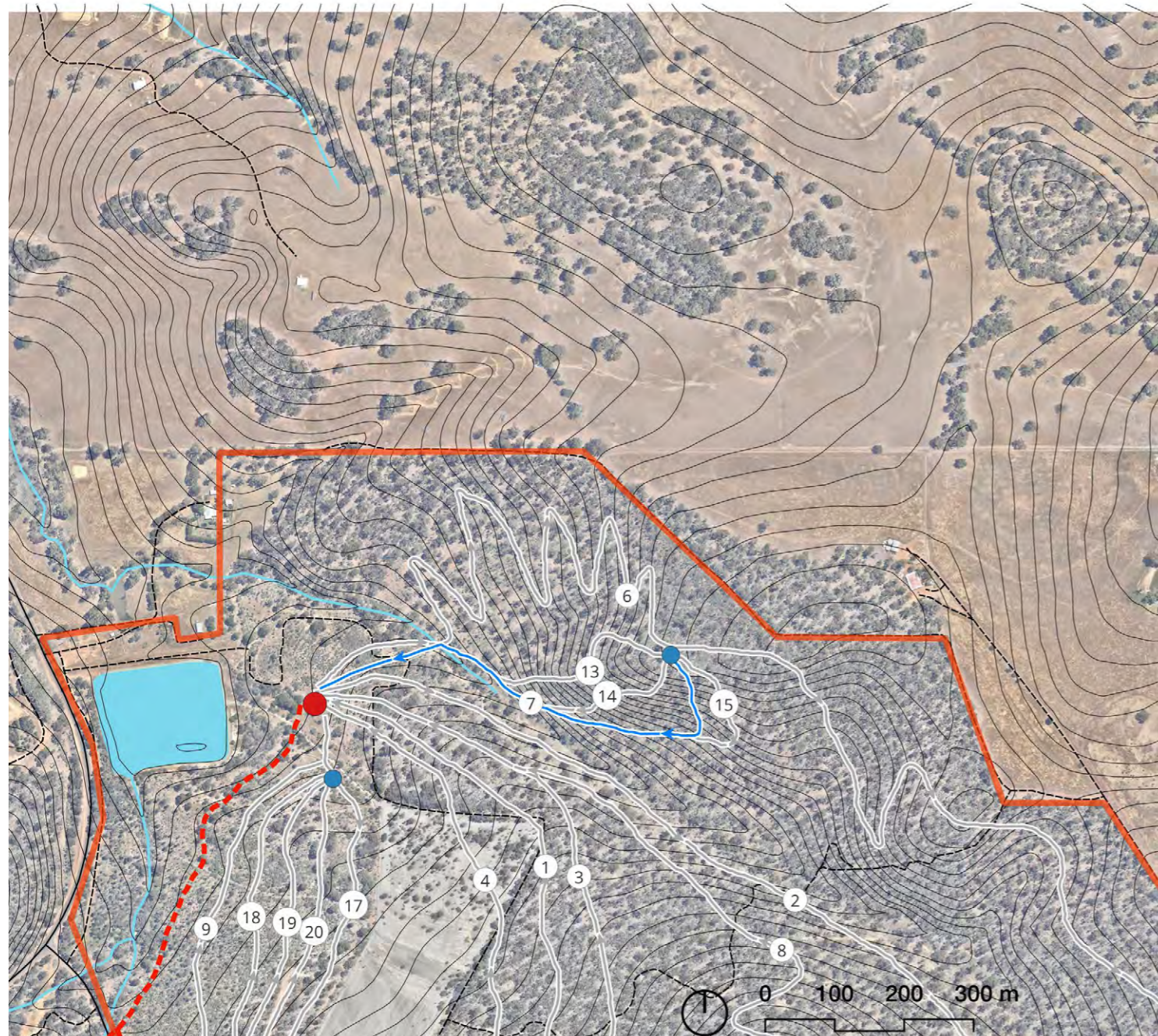
- Insloped descending turn
- Outsloped descending turn
- Rising catch turn
- Berm
- Kicker Jump
- Rock Garden
- Rock Rollover



Precedent image

## Trail 7. Blue descent 1

Trail 7 is a 790m moderate single direction descending trail offering a cross country experience focused on natural, open and flowing trail over natural terrain. Located in generally steep side slopes, the moderate gradient trail descends from the northern trail node back towards the primary trailhead. It features continuous rolling grade reversals with flowy technical trail features and a rough surface with typical finished width of 0.6m.



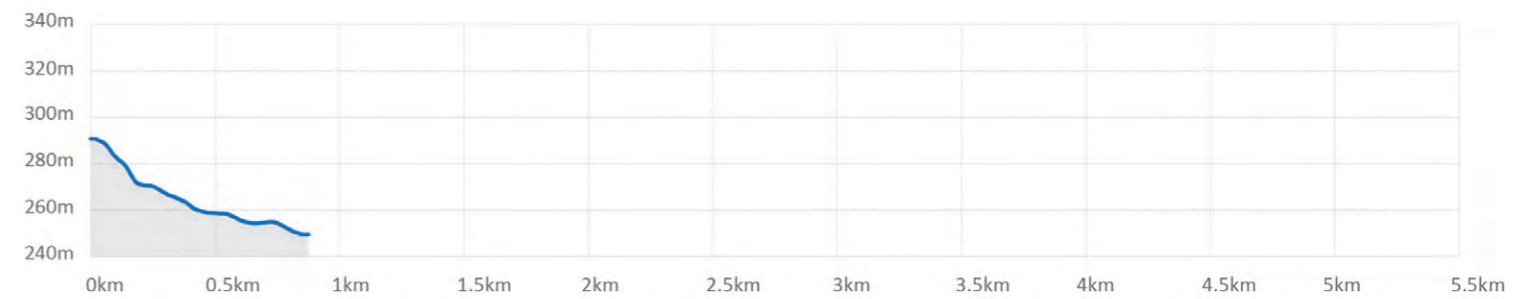
MAP 14 - Trail 7  
Williams Reserve Trail Network | Concept Plan

### Trail 7 Summary

<b>Classification</b>	<span style="color: blue;">■</span> Moderate - Blue
<b>Trail Length</b>	790m
<b>Trail Type</b>	Technical
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	32m
<b>Average Trail Gradient</b>	4%

### Anticipated TTFs

- Insloped descending turn
- Rock Garden
- Rock Rollover
- Rollers



Precedent image



## Trail 8. Blue descent 2

Trail 8 is a 1.1km moderate single direction descending trail offering a cross country experience focused on natural, open and flowing trail over rocky natural terrain. Located in generally moderate side slopes, it is proposed to feature natural flowy trail features and a smooth surface with typical finished width of 0.6m.



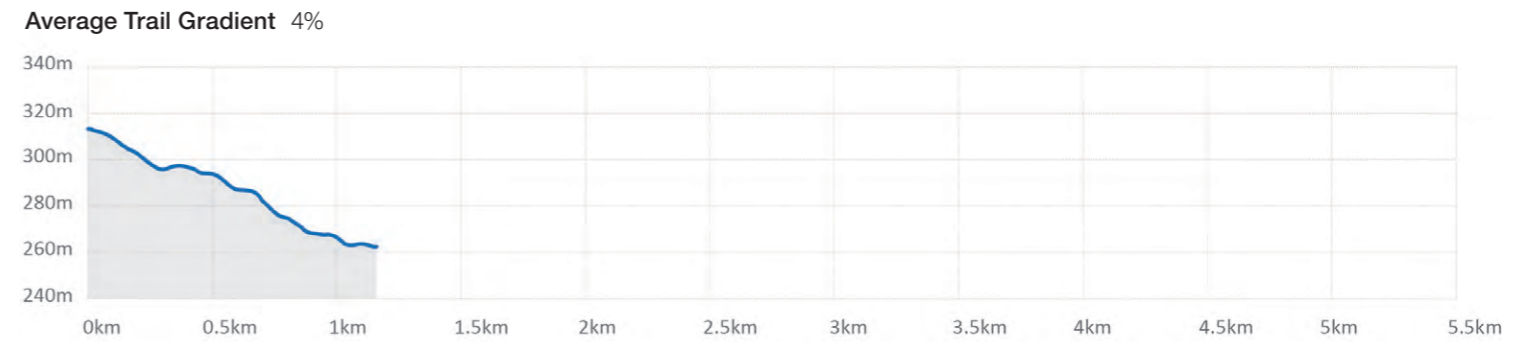
MAP 15 - Trail 6  
Williams Reserve Trail Network | Concept Plan

### Trail 8 Summary

<b>Classification</b>	<span style="display: inline-block; width: 15px; height: 15px; background-color: blue; margin-right: 5px;"></span> Moderate - Blue
<b>Trail Length</b>	1,150m
<b>Trail Type</b>	Flowing
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	96m
<b>Total Descent</b>	47m
<b>Average Trail Gradient</b>	4%

### Anticipated TTFs

- Insloped descending turn
- Outsloped descending turn
- Berms
- Table top jump
- Kicker jump
- Rollers



Precedent image

## Trail 9. Blue descent 3

Trail 9 is a 790m moderate single direction descending trail offering a cross country experience focused on natural, open and flowing trail over natural terrain. Located in generally steep side slopes, the moderate gradient trail descends from the northern trail node back towards the primary trailhead. It features continuous rolling grade reversals with flowy technical trail features and a smooth surface with typical finished width of 0.6m.



MAP 16 - Trail 9  
Williams Reserve Trail Network | Concept Plan

### Trail 9 Summary

<b>Classification</b>	<span style="color: blue;">■</span> Moderate - Blue
<b>Trail Length</b>	1,470m
<b>Trail Type</b>	Flowing
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	74m
<b>Average Trail Gradient</b>	5%

### Anticipated TTFs

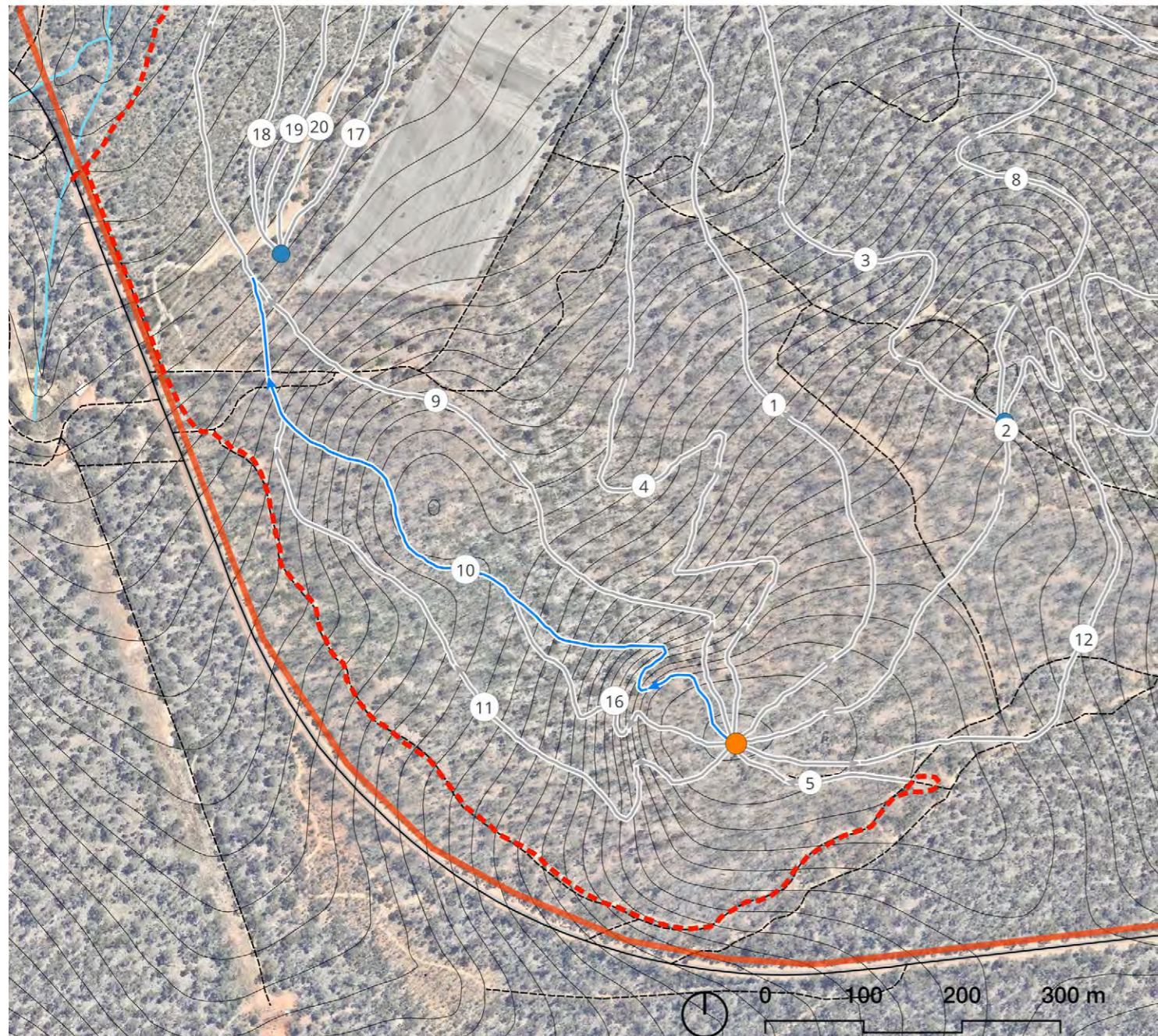
- Berms
- Table top jump
- Rollers
- Log rollover



Precedent image

## Trail 10. Blue descent 4

Trail 10 is a 910m moderate single direction descending trail offering a cross country experience focused on natural, technical trail over rocky and rough terrain. Located in generally moderate side slopes, the trail will feature flowy technical trail features with a rough surface with typical finished width of 0.6m.



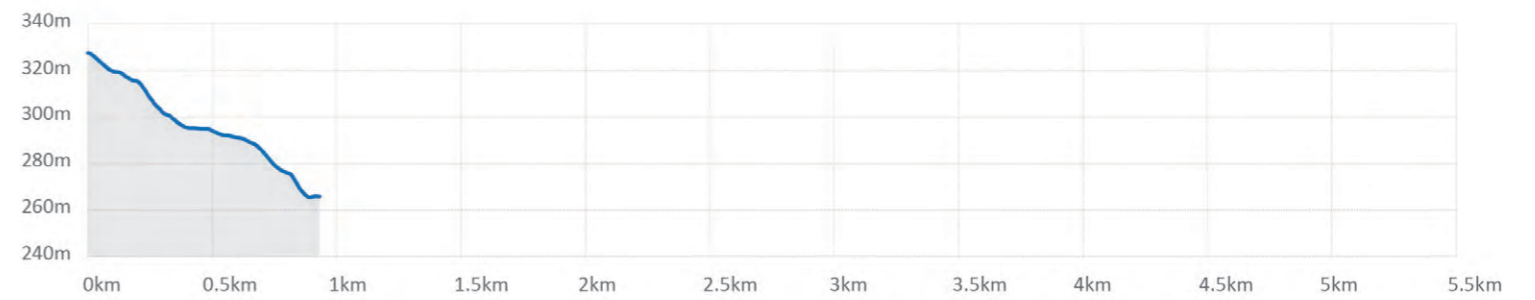
MAP 17 - Trail 10  
Williams Reserve Trail Network | Concept Plan

### Trail 10 Summary

<b>Classification</b>	<span style="color: blue;">■</span> Moderate - Blue
<b>Trail Length</b>	910m
<b>Trail Type</b>	Technical
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	59m
<b>Average Trail Gradient</b>	6%

### Anticipated TTFs

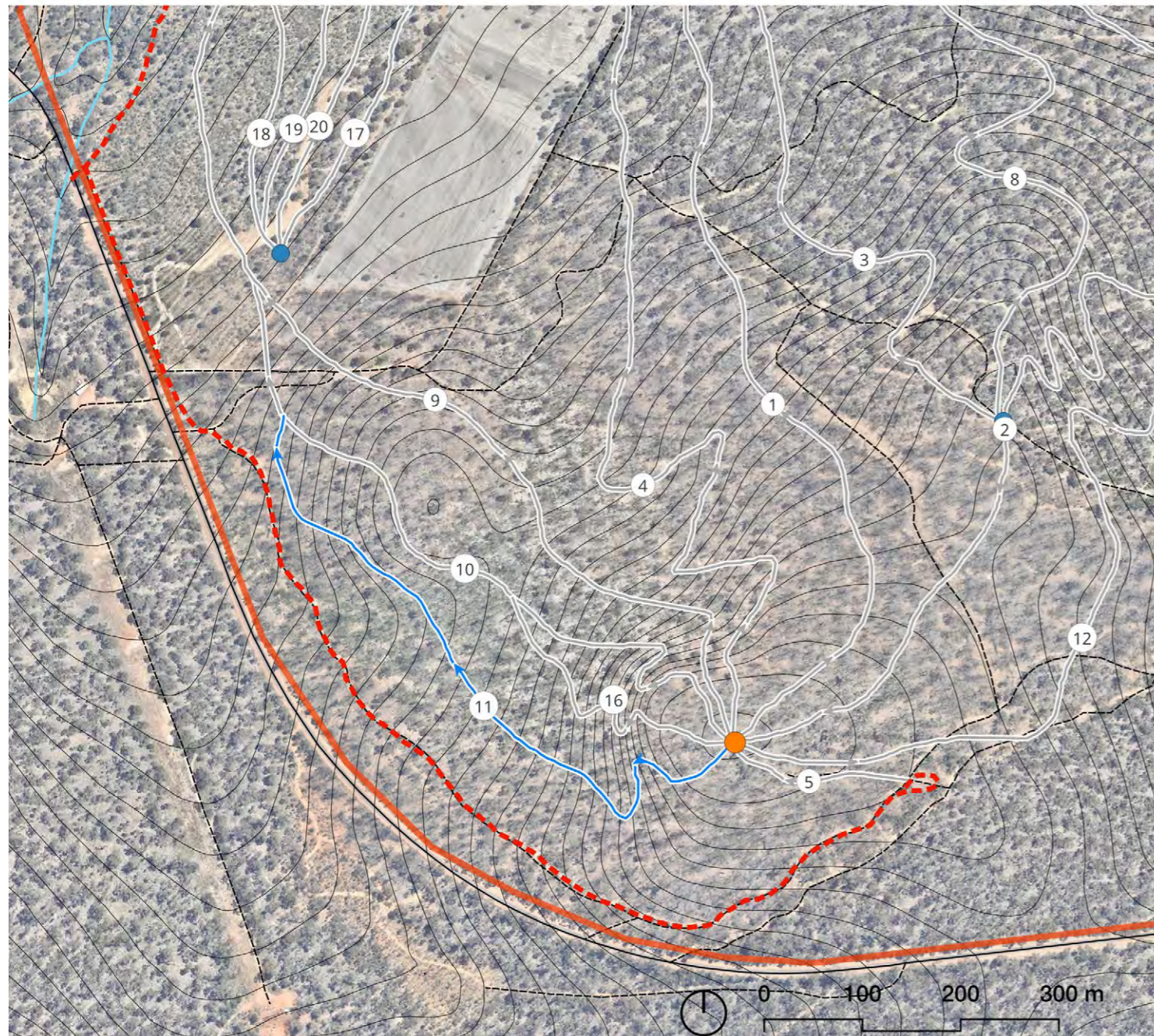
- Insloped descending turn
- Outsloped descending turn
- Berm
- Chicane
- Choke
- Rock Garden
- Rock Rollover



Precedent image

## Trail 11. Blue descent 5

Trail 11 is a 840m moderate single direction descending trail offering a cross country experience focused on natural, technical trail over rocky and rough terrain. Located in generally moderate side slopes, the trail will feature flowy technical trail features with a rough surface with typical finished width of 0.6m.



MAP 18 - Trail 11  
Williams Reserve Trail Network | Concept Plan

### Trail 11 Summary

<b>Classification</b>	<span style="color: blue;">■</span> Moderate - Blue
<b>Trail Length</b>	840m
<b>Trail Type</b>	Technical
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	49m
<b>Average Trail Gradient</b>	6%

### Anticipated TTFs

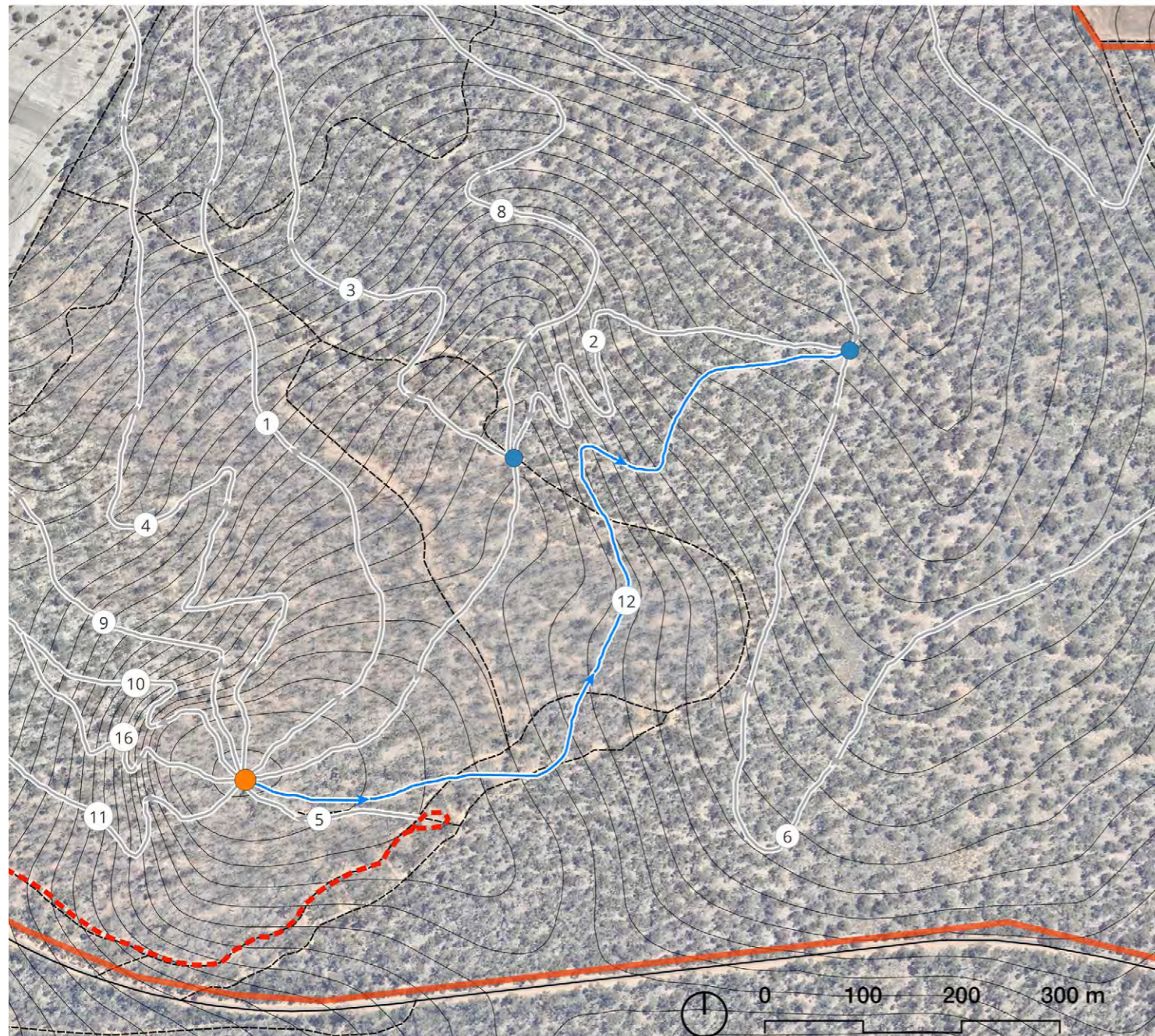
- Berm
- Kicker Jump
- Rock Rollover
- Log Rollover



Precedent image

## Trail 12. Blue descent 6

Trail 12 is a 1.1km moderate single direction descending trail offering a cross country experience focused on technical trail over rough natural terrain. This trail offers a descent off the eastern aspect of the highest point in the reserve linking riders from the shuttle trailhead down to meet trail 2 where riders can then climb back up the hill. Located in generally moderate side slopes, the trail will feature technical trail features with a rough surface with typical finished width of 0.6m..



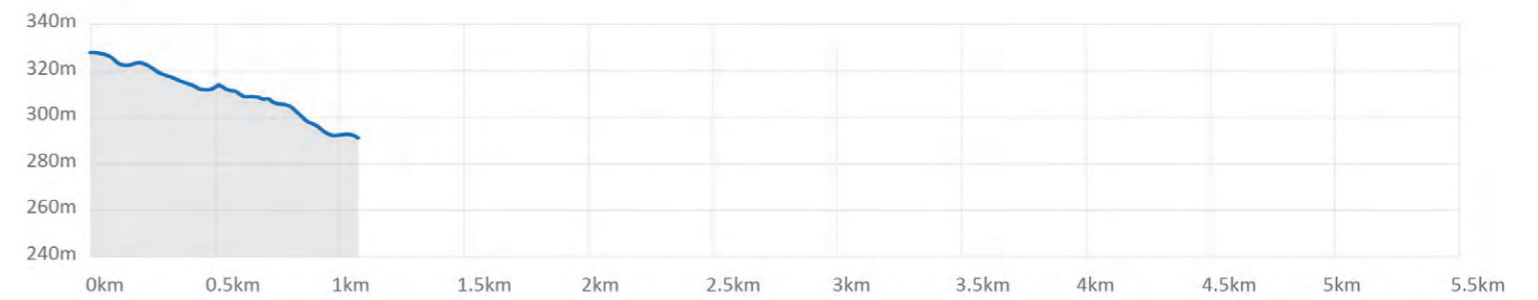
MAP 19 - Trail 12  
Williams Reserve Trail Network | Concept Plan

### Trail 12 Summary

<b>Classification</b>	<span style="color: blue;">■</span> Moderate - Blue
<b>Trail Length</b>	1,100m
<b>Trail Type</b>	Technical
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	35m
<b>Average Trail Gradient</b>	3%

### Anticipated TTFs

- Insloped descending turn
- Outsloped descending turn
- Berm
- Kicker Jump
- Choke
- Rock Garden
- Rock Rollover
- Log ride



Precedent image


## Trail 13. Black descent 1

Trail 11 is a 840m moderate single direction descending trail offering a cross country experience focused on natural, technical trail over rocky and rough terrain. Located in generally moderate side slopes, the trail will feature flowy technical trail features with a rough surface with typical finished width of 0.6m.



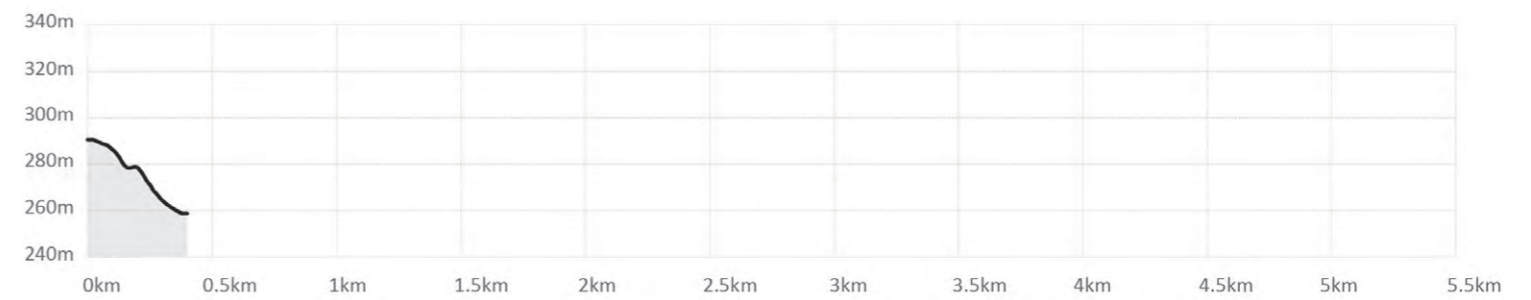
MAP 20 - Trail 13  
Williams Reserve Trail Network | Concept Plan

### Trail 13 Summary

<b>Classification</b>	 Difficult - black
<b>Trail Length</b>	330m
<b>Trail Type</b>	Technical
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	28m
<b>Average Trail Gradient</b>	8%

### Anticipated TTFs

- Insloped descending turn
- Outsloped descending turn
- Berm
- Kicker Jump
- Chicane
- Choke
- Rock Garden
- Rock Rollover



Precedent image


## Trail 14. Black descent 2

Trail 14 is a 260m difficult single direction descending trail offering a cross country experience focused on steep technical trail over natural terrain. Located in generally steep side slopes, the moderate gradient trail form a part of the northern seasonable zone. It features technical trail features rough surface with typical finished width of 0.6m.



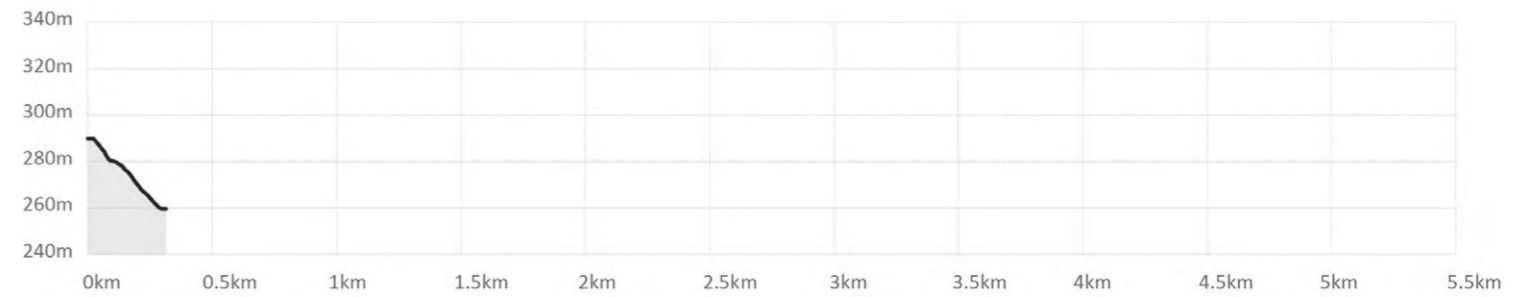
MAP 21 - Trail 14  
Williams Reserve Trail Network | Concept Plan

### Trail 14 Summary

<b>Classification</b>	 Difficult - black
<b>Trail Length</b>	260m
<b>Trail Type</b>	Technical
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	26m
<b>Average Trail Gradient</b>	10%

### Anticipated TTFs

- Insloped descending turn
- Outsloped descending turn
- Berm
- Kicker Jump
- Grade Reversal
- Chicane
- Choke
- Rock Garden
- Rock Rollover



Precedent image


## Trail 15. Black descent 3

Trail 15 is a 260m difficult single direction descending trail offering a cross country experience focused on steep technical trail over natural terrain. Located in generally steep side slopes, the moderate gradient trail form a part of the northern seasonable zone. It features technical trail features rough surface with typical finished width of 0.6m.



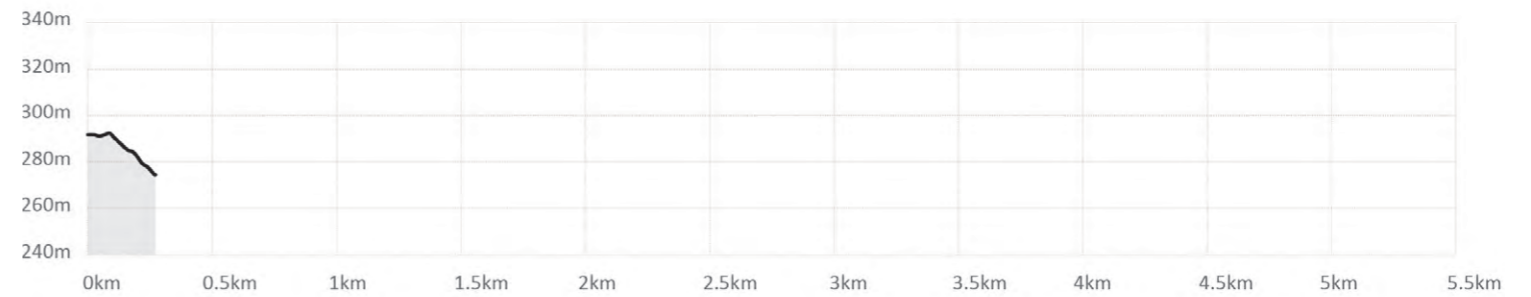
MAP 22 - Trail 15  
Williams Reserve Trail Network | Concept Plan

### Trail 15 Summary

<b>Classification</b>	 Difficult - black
<b>Trail Length</b>	260m
<b>Trail Type</b>	Technical
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	17m
<b>Average Trail Gradient</b>	7%

### Anticipated TTFs

- Insloped descending turn
- Outsloped descending turn
- Berm
- Kicker Jump
- Chicane
- Choke
- Rock Garden
- Rock Rollover

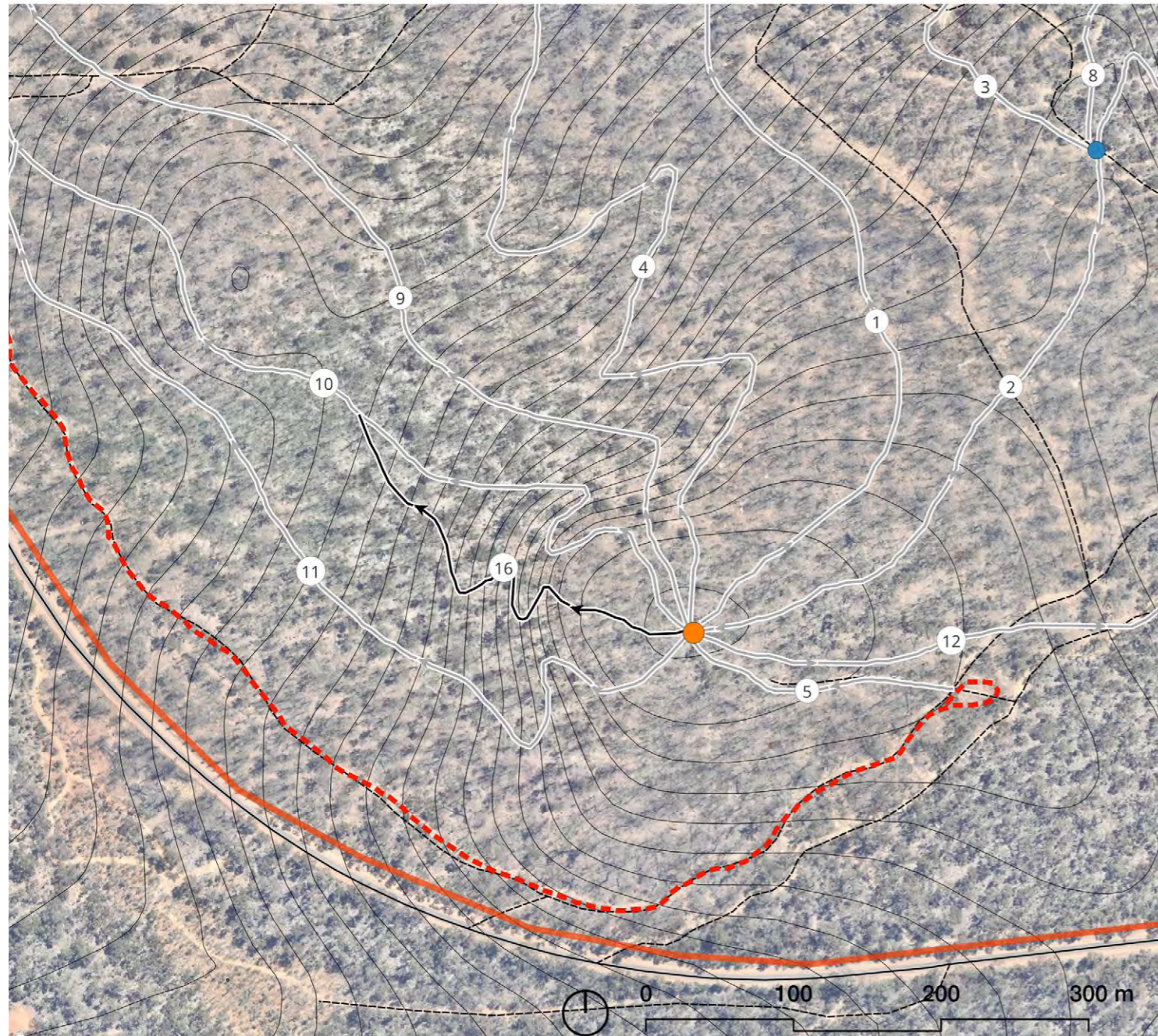


Precedent image




## Trail 16. Black descent 4

Trail 16 is a 390m difficult single direction descending trail offering a cross country experience focused on steep technical trail over natural terrain. Located in generally steep side slopes, the moderate gradient trail starts from the shuttle trailhead and links into trail 10. It features technical trail features rough surface with typical finished width of 0.6m.



MAP 23 - Trail 16  
Williams Reserve Trail Network | Concept Plan

### Trail 16 Summary

<b>Classification</b>	 Difficult - black
<b>Trail Length</b>	390m
<b>Trail Type</b>	Technical
<b>Corridor width</b>	50m
<b>Tread Width</b>	0.6m
<b>Use</b>	Mountain Bike
<b>Direction</b>	Single direction
<b>Total Ascent</b>	0m
<b>Total Descent</b>	25m
<b>Average Trail Gradient</b>	6%

### Anticipated TTFs

- Insloped descending turn
- Outsloped descending turn
- Berm
- Kicker Jump
- Chicane
- Choke
- Rock Garden
- Rock Rollover

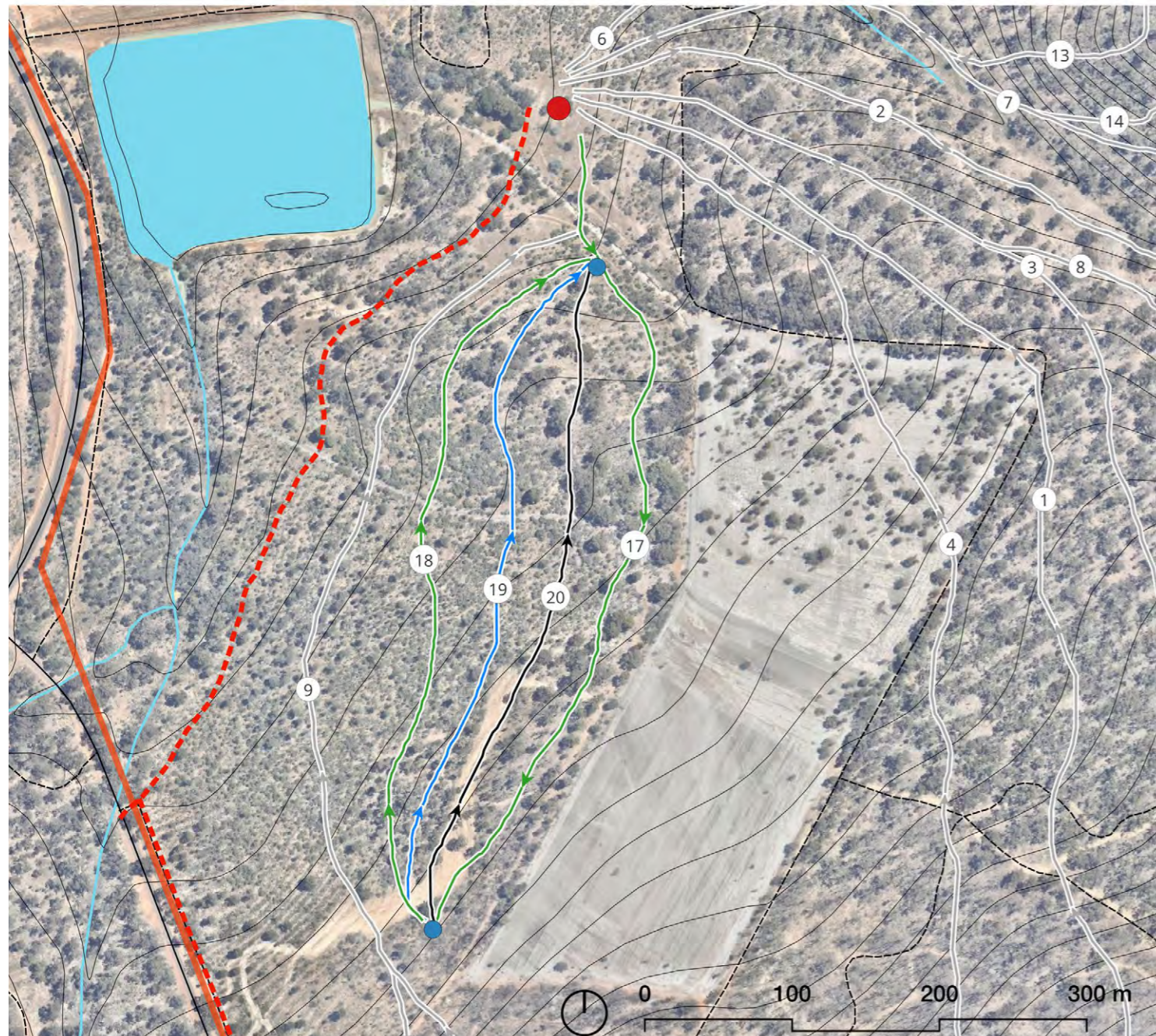


Precedent image

## Park zone

The park zone will feature 3 parallel jump lines featuring various scale and style jumps. An easy green climb trail will take all riders back to the start of each trail. The park will feature a trail within each classification enabling riders to progress their skills. A contained development such as this also allows for riders to watch their more advanced mates and learn technique and form.

It is proposed that the jump lines feature a variety of jump styles including table tops, gaps and hips and also contain varied materiality including timber and dirt elements.





PO box 122 Margaret River WA 6285  
[www.commongroundtrails.com](http://www.commongroundtrails.com)  
[info@commongroundtrails.com](mailto:info@commongroundtrails.com)

Mountain Bike Trail Project Submissions

<b>Submission/Feedback</b>
This will be a great addition to the local area!
I'm really looking forward to seeing this project come to life. After looking over the draft plan the plan for the area and trails has been thought about well. The trails looks great. It would be a great way to get kids into the sport as well as bring more people to the town. I really hope this can all go ahead
Just writing a positive comment - I ride in that area at present. The plan is excellent! What a great spot! I would regularly use this.
This is a great project and I fully support this for the community
Definitely something like this needed in the area. Very exciting, my family will definitely be using these trails. Would also love to see some dedicated walking trails.
Love the idea for the bike park, as an ex Boddington resident, I'd love to bring the family back for day trips to visit here. A good combination of trails for all levels. It looks great.
I think this is a good location for MTB trails for a number of reasons. I currently ride within the Williams reserve and think it has good undulations, close to town, and plenty of potential for some good trails to be developed!
Can't wait. Great idea!
I can't offer any advice into the planning but I can say I can't wait to use it! The sooner the better!

### 9.2.3 Proposed Verge Maintenance Policy

File Reference:	3.000646
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.3A Draft Verge Maintenance Policy

#### Summary

Council is requested to consider the adoption of a Verge Maintenance Policy to provide consistent information around roles and responsibilities to the community.

#### Background

The Shire does not currently have a policy position on the maintenance of verges, which can lead to a lack of clarity for residents in terms of ascertaining the level of responsibility for verge maintenance.

The current informal position with verge areas within the Shire of Boddington is:

- The Shire manages certain operational aspects within the road reserve including road pavement, drains, footpaths, kerbs as well as the amenity of planted street trees.
- The Shire does not have the resources to maintain verges in front of private properties, and individual landholders are encouraged to maintain the verge area adjacent to their property boundaries.
- The Shire will only take action on a verge adjacent to private property if it constitutes a significant sightline hazard or is causing an obstruction to public infrastructure i.e. roads, drains and footpath.

#### Comment

It is standard practice within the local government industry to require residents to maintain the verge adjacent to their property. The draft Policy, Attachment 9.2.3A, seeks to formalise this approach.

The key element of the Policy is the position that the Shire does not ordinarily become involved in verge maintenance issues involving the presentation or perceived levels of neglect when an adjoining landholder does not maintain the adjoining verge.

From a fire hazard perspective, it may be necessary to undertake maintenance activities to a verge to mitigate fire risk to other residents. Due to this, provision for slashing (or spraying) of unmaintained townsite verges, once per year, is included in the draft Policy.

Permissible verge treatments are not included in this first version of the Policy, as the development of a Verge Beautification Program is scheduled for 2023/24. This Program will link closely with permissible verge treatments and it is proposed that the Verge Maintenance Policy will be updated after the Program is developed.

#### Consultation

The proposed policy position was discussed with Council at an informal briefing prior to the development of the draft Policy.

#### Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

Legislative Implications

Section 55 (2) of the Land Administration Act 1997  
 (2) Subject to the Main Roads Act 1930 and the Public Works Act 1902, the local government within the district of which a road is situated has the care, control and management of the road.

‘Road’ means, subject to section 54 of the Land Administration Act 1997, land dedicated at common law or reserved, declared or otherwise dedicated under an Act as an alley, bridge, court, lane, road, street, thoroughfare or yard for the passage of pedestrians or vehicles or both;

Policy Implications

Nil

Financial Implications

The Verge Maintenance Policy has been created in line with the current level of resources available within the approved budget. Should Council wish to expand the Shire’s verge maintenance responsibilities, additional resources and therefore additional funds will be required.

Economic Implications

The aesthetics of a town impact on the quality of experience gained by visitors. This Policy seeks to ensure an acceptable standard is maintained, while still balancing the responsibility of landowners / residents.

Social Implications

Nil

Environmental Considerations

Chemical spraying of verges is stated as an option within the draft Policy. While slashing is the preferred method, spraying may be necessary in some circumstances such as when access is difficult.

Risk Considerations

Risk Statement and Consequence	Loss of reputation by no longer doing things done in the past. Adopting a Policy that outlines all expectations provides more equity, consistency and transparency.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Financial, Reputational
Risk Action Plan (controls or treatment proposed)	Nil

### Options

1. Adopt the Policy as presented.
2. Determine alternative levels of service for verge maintenance within the Shire.

### Voting Requirements

Simple Majority

### **Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 67/23**

**Moved: Cr A Ryley**

**That Council adopt the Verge Maintenance Policy, as contained in Attachment 9.2.3A.**

**Seconded: Cr C Erasmus**

**Lost: 0/7**

### Purpose

The purpose of this Policy is to outline responsibilities and opportunities in relation to the maintenance and development of all road verges within the Shire of Boddington (Shire).

### Scope

This Policy applies to all road verges within the Shire.

### Definitions

Term	Meaning
Policy	This the Shire of Boddington policy titled "Verge Maintenance and Treatments"
Roadside	The area between the property boundary and the apex of the batter.
Verge	The area of land between the kerb and the property boundary, including side verges.

### Policy Statement

#### Verges within Townsites

Maintenance of verges within townsites is the responsibility of the adjacent landowner.

The Shire undertakes the maintenance and upkeep of road verges in specific locations and circumstances:

1. On the following designated roads:
  - a. Crossman Road (within the Ranford Townsite boundary)
  - b. Bannister Road (within the Boddington Townsite boundary)
  - c. Farmers Avenue (from Bannister Road to the end of the industrial area)



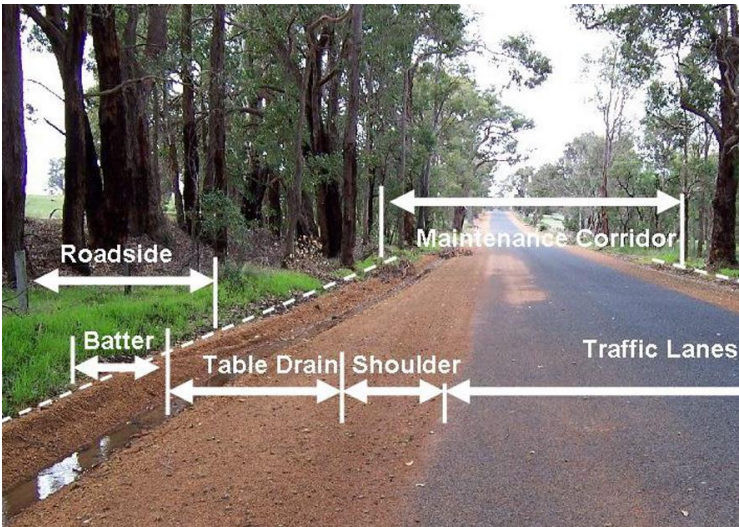
2. Road verges adjoining public open spaces and reserves
3. Road verges in front of buildings owned by the Shire
4. Entry statements and landscaped features
5. For the purpose of maintaining Shire infrastructure
6. As otherwise determined by the Chief Executive Officer



The Shire is to provide a basic service of slashing or spraying un-maintained residential verges within townsites. This is to be completed as a minimum, once per year.

Other Verges

The Shire carries out maintenance activities to roads outside of townsites, within the maintenance corridor. Maintenance of verges within rural and rural residential areas, on the Roadside (outside of the maintenance corridor), is the responsibility of the adjacent landowner.



From time to time, the Shire may carry out works on rural verges for the purpose of:

- Maintenance of essential infrastructure
- Maintenance of safety and sight lines

The Shire does not actively maintain minor roadside drains, or carry out any of the other works within the Verge, unless such works are deemed necessary for the maintenance of essential infrastructure.

<b>Responsible Officer</b>	Manager Works and Services
<b>History</b>	Adopted <insert date> (Resolution XX/XX)
<b>Delegation</b>	
<b>Relevant Legislation</b>	
<b>Related Documentation</b>	Procedure : xxxxx Forms & Templates : xxxxxxxx

## 9.2.4 Procurement of Consultant for CEO Performance Review

File Reference:	3.0019
Applicant:	Not applicable
Disclosure of Interest:	Chief Executive Officer   Financial Interest
Author:	Chief Executive Officer
Attachments:	9.2.4A Request for Quotation 9.2.4B Confidential   Quotation – John Phillips Consulting 9.2.4C Confidential   Quotation - Strategic Leadership 9.2.4D Confidential   Quotation - Price Consulting

### Summary

Council is requested to consider quotations received for the facilitation of the annual performance review of the Chief Executive Officer.

### Background

Section 5.38 of the Local Government Act 1995 requires Council to review the performance of the Chief Executive Officer at least once each year. Conducting this review is an important function of Council because the CEO is Council's only employee, and it is through this review process that Council can also review the performance of the organisation. The performance review process also provides an opportunity to set KPI's for the following year.

### Comment

In May 2023 a Request for Quotation (RFQ) was issued to Price Consulting, John Phillips Consulting, and Strategic Leadership Consulting. The RFQ requirements (Attachment 9.2.4A) were developed in accordance with Council Policy, which outlines the required process in detail.

All three consultants responded to the RFQ, with each proposal enclosed as a confidential attachment. The proposals outline how each respondent will support Council to review the CEO's performance for 2022/23 and establish 2023/24 KPI's.

Council is requested to make a determination to enable the administrative process to take place in the lead up to the review.

### Consultation

Nil

### Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

### Legislative Implications

Legislation is currently before parliament, to insert several matters in relation to the review of CEO performance. These include:

5.38. Annual review of CEO's performance

- (1) A local government must review the performance of the CEO if the CEO is employed for a term of more than 1 year.
- (2) A review under subsection (1) must be conducted at least once in relation to each year of the CEO's employment.
- (3) If a local government reviews the performance of the CEO under subsection (1), the local government must — (a) prepare a report of the review; and (b) provide a copy of the report to the CEO; and (c) give the CEO a reasonable opportunity to respond to the report.
- (4) The report under subsection (3)(a) must include, for publication under section 5.39AA(1)(b), a statement that —
  - a) sets out each performance criterion against which the CEO's performance was reviewed; and
  - b) for each performance criterion, summarises the outcome of the review; and (c) includes any prescribed information.
- (5) The CEO's response under subsection (3)(c) may include, for publication under section 5.39AA(1)(c), a statement responding to the statement under subsection (4).
- (6) A report or response under subsection (3)(a) or (c), including any statement under subsection (4) or (5), must comply with any prescribed requirements relating to its form or content.

#### 5.39AA. Publication of information relating to CEO's performance

- (1) A local government must publish the following in accordance with regulations —
  - a) the performance criteria specified in the CEO's contract of employment under section 5.39(3)(b);
  - b) a copy of any statement under section 5.38(4) relating to a review of the CEO's performance;
  - c) a copy of any statement of the CEO under section 5.38(5) responding to a statement under section 5.38(4).

#### Policy Implications

The Shire of Boddington adopted Standards for CEO Recruitment, Performance and Termination.

#### Financial Implications

The previous budget allocation for this process has been \$4,000 per annum. The 2023/24 Budget will be amended in accordance with the Council decision.

#### Economic Implications

Nil

#### Social Implications

Nil

#### Environmental Considerations

Nil

#### Risk Considerations

Risk Statement and Consequence	Key risks include non-compliance with legislation if the review is not carried out; and lack of suitability of the consultant to assist Council to carry out the review.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Financial, Reputational
Risk Action Plan (controls or treatment proposed)	Nil

#### Options

1. Select from any of the quotations received.
2. Determine to conduct the process in-house.

#### Voting Requirements

Simple Majority

#### **Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 68/23**

**Moved: Cr E Smalberger**

**That Council appoints John Phillips Consulting to assist Council to complete the performance review of the Chief Executive Officer for the period July 2022 through to June 2023, and to set KPI's for 2023/24.**

**Seconded: Cr I Webster**

**Carried: 7/0**

Cr C Erasmus left Council Chambers at 6.07pm, returned at 6.08pm.



## Request for Quotation

### Consultancy – CEO Performance Review

#### Requirements in Brief

The Shire of Boddington is seeking to appoint a suitably qualified and experienced independent facilitator to provide the following service:

#### Annual CEO Performance Review

- a. To coordinate and facilitate the CEO's annual performance review against KRAs, and in accordance with the requirement of the Local Government Act 1995.
- b. To guide the CEO Performance Review Committee in undertaking the performance review and its associated processes, including review the CEO KRAs.
- c. To present the findings and recommendations resulting from this process in a formal report to Council.

#### Scope of Work

The basic scope of the work includes the following:

- a) Prepare and distribute a questionnaire to all current Council Members on the extent to which the CEO is considered to have achieved the KPIs and measures that applied during the review period.
- b) Provide all current Council Members with the opportunity to provide verbal feedback on:
  - the extent to which the CEO is considered to have achieved the KPIs and measurements that applied during the review period;
  - the CEO's responsibilities during the review period; and
  - the organisation's performance during the review period.
- c) Conduct a review of the CEO's remuneration package.
- d) Convene and attend at least one meeting between the consultant and the CEO to discuss the feedback received.
- e) Convene and attend at least one meeting between the consultant and the Committee to discuss the feedback received.
- f) Convene and attend at least one meeting between the consultant, the Committee and the CEO to discuss the feedback received.
- g) Provide to the Committee and the CEO an Annual Performance Review report incorporating the results of the review exercise.
- h) Recommend draft KPIs and measurements for the upcoming review period in discussion with the CEO and the Committee.
- i) Prepare and present a final summary report to Council, for inclusion on the Agenda for the next Ordinary Meeting of Council after the process is completed.

Any proposed deviation from this Scope should be outlined in the submission.

#### Pricing

The vendor is to provide a lump sum fee for the performance review. The fee shall include meetings/liason with the Shire of Boddington and travel as required. The pricing should show a breakdown of activities.

#### Completion

It is preferable that this work is complete no later than 24 August 2023.

## **Submission Date**

Submissions are to be received by 4pm, Friday 9 June 2023.

Submissions should be forwarded via email to:

Thalia Kambouris  
Executive Assistant  
Shire of Boddington  
[thalia.kambouris@boddington.wa.gov.au](mailto:thalia.kambouris@boddington.wa.gov.au)

## 9.2.5 Proposed Lease | WA Rifle Association

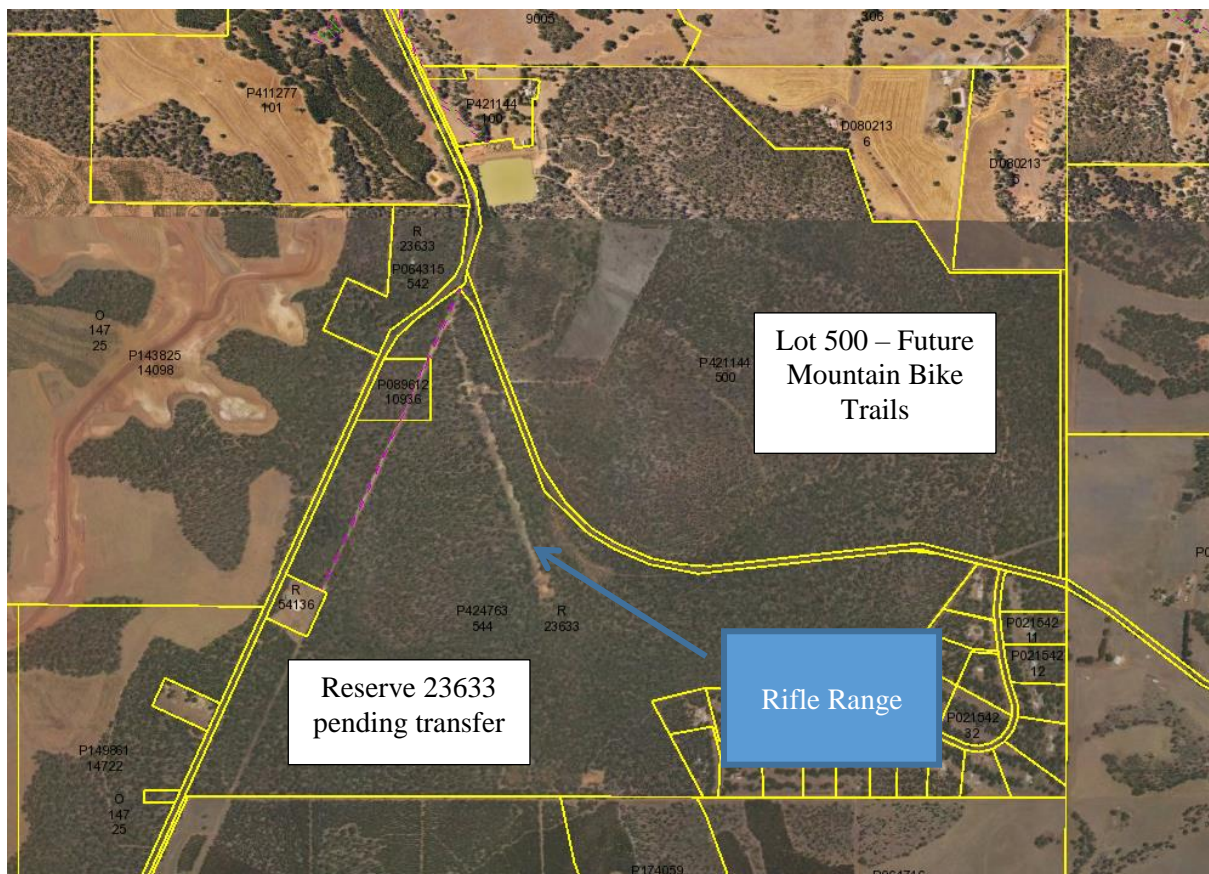
File Reference: 3.0046  
Applicant: Not applicable  
Disclosure of Interest: Nil  
Author: Chief Executive Officer  
Attachments: 9.2.5A Draft Lease – WA Rifle Association

### Summary

Council is requested to consider entering into a lease with the WA Rifle Association, at a future date that coincides with the vesting of a portion of Reserve 23633 with the Shire of Boddington.

### Background

Following many years of negotiations, the Shire has recently been granted Management of a portion of Reserve 23633 – Lot 500, with the remaining portion that includes the land utilised by the WA Rifle Association yet to be transferred. This final transfer is expected to be within 4 - 8 weeks, however, the timing is at the discretion of the Department of Planning Lands and Heritage.



The WA Rifle Association currently holds a lease with the Water Corporation, in relation to this portion of Reserve 23633. The Association is seeking a lease with the Shire of Boddington to continue their activities on the land.

### Comment

The WA Rifle Association propose to continue to carry out their activities in the manner that they have used the land historically. While the land has not yet been transferred to the Shire's Management, approval is sought ahead of time to ensure that the Association have a seamless transition when the land is no longer managed by the Water Corporation.

A lease is proposed to be offered on the following basis:

Commencement Date:	On the date when the Shire of Boddington is granted the Management Order over Reserve 23633
Term:	Five Years
Lease Payment:	\$1 per year
Option to Renew:	1 x 5 year option

### Consultation

WA Rifle Association

### Strategic Implications

Aspiration	People
Outcome 2	A healthy and active community.
Objective 2.2	Grow participation in sport, recreation and leisure activities.

### Legislative Implications

Section 3.58 of the Local Government Act – Disposition of Property

- 2) Except as stated in this section, a local government can only dispose of property to —
  - a) the highest bidder at public auction; or
  - b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.
  
- 3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
  - a) it gives local public notice of the proposed disposition —
    - i. describing the property concerned; and
    - ii. giving details of the proposed disposition; and
    - iii. inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and
  - b) (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

The Local Government (Functions and General) Regulations 1996 outline various dispositions that are excluded from the requirements of Section 3.58. These include:

30. Dispositions of property to which section 3.58 of Act does not apply
  - b) the land is disposed of to a body, whether incorporated or not —
    - i. the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
    - ii. the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions



### Policy Implications

Council Policy - Leasing

### Financial Implications

The Shire is currently not receiving income from a lease in relation to this land.

### Economic Implications

The Associations activities result in increased visitation to the area.

### Social Implications

The proposed lease supports the diversity of sporting options within the Shire.

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	The key risks that arise include insurance and liability issues in relation to the lease terms.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Financial, Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed.

### Options

1. Endorse the lease in accordance with the terms presented
2. Amend the lease terms
3. Decline the lease

### Voting Requirements

Simple Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 69/23**

**Moved: Cr I Webster**

**That Council approve a five (5) year lease, with the WA Rifle Association Inc, for part of Reserve No 23633, as per Attachment 9.2.5A.**

**Seconded: Cr L Lewis**

**Carried: 7/0**

**LEASE**

**SHIRE OF BODDINGTON**

("Lessor")

AND

**WEST AUSTRALIAN RIFLE ASSOCIATION INC.**

("Lessee")

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THIS DEED is made on [date] of [month] [year]

BETWEEN

**SHIRE OF BODDINGTON** of 39 Bannister Road Boddington, Western Australia, 6390  
("Lessor")

AND

**WESTERN AUSTRALIA RIFLE ASSOCIATION INC.** ("Lessee").

**RECITALS:**

- A. The Lessor is the management body in respect of the land.
- B. The Lessor has the power to lease the land subject to the approval of the Minister.
- C. The Lessor has agree to lease the Leased Premises to the Lessee on the terms of the Lease.

**THE PARTIES CONVENANT AND AGREE:**

1. **Definition, Interpretation, Consents and Approvals**

1.1 Definitions

Unless stated otherwise:

"Authorised Person" means an agent, employee, licensee, contractor or invitee of the Lessee;

"Authorised Use" means the use specified in item 5 of Schedule 1;

But does not include any area which the Lessor from time to time specifies as being excluded from the Leased Premises for the purposes of this Lease;

"Building" means a building or structure on the Land but does not include any area which the Lessor from time to time specifies as being excluded from the definition of Building for the purposes of this Lease;

"Business Day" means a day not being Saturday or Sunday or public holiday observed in Western Australia;

"Commencement Date" means the commencement date specified in item 6 of Schedule 1;

"Community Purposes" means community, social, educational or recreational facilities or services which are not for profit and which are for community benefit;

"Event of Default" means the events specified in clause 17 of this Lease;

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

“Final Period” means the period between the start of the final Lease Year before the date of Termination until the date of Termination;

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

“First Period” means the period between the Commencement Date and the last day of the first Lease Year;

“Further Term” means that further term specified in Item 9 of Schedule 1;

“LAA” means the *Land Administration Act 1997*;

“Land” means the land described in item 3 of Schedule 1;

“Lease” means this deed and the Schedules and appendices and plans as amended from time to time and any attachments;

“Leased Premises” means the premises described in item 4 of Schedule 1;

“Lease Year” means a Financial Year or any other period of 12 months nominated by the Lessor, and includes, where appropriate, the First Period and the Final Period;

“Lessee’s Operations” means the operations and activities carried on by the Lessee from the Leased Premises;

“Lessee’s Fixtures” means each fixture and fitting installed by the Lessee in the Leased Premises with the Lessor’s consent which is not re-classified as a Lessor’s Fixture in accordance with this Lease;

“Lessee’s Plans and Specifications” means all plans, specifications and working drawings in relation to the Lessee’s Initial Works and Lessee’s Works as prepared by or on behalf of the Lessee;

“Lessee’s Obligations” means each covenant, obligation and duty contained or implied in this Lease or required by law to be performed by the Lessee, the Authorised Persons and the Guarantor;

“Lessee’s Rights” means the rights of the Lessee under this Lease or implied by law, including without limitation the non-exclusive right to use the Lessor’s Fixtures, the Facilities and the Services in common with the Lessor and others as required for the purpose of the conduct of the Lessee’s Operations from the Leased Premises;

“Lessor’s Fixtures” means the Lessor’s fixtures and fittings in the Leased Premises and any Lessee’s Fixtures which are reclassified by the Lessor as Lessor’s Fixtures in accordance with this Lease;

“Lessor’s Works” means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on the Land or the Leased Premises by the Lessor or as the Lessor directs;

“Maintain” means maintain, repair, renovate, replace, decorate and refurbish, and “Maintenance” and “Maintaining” have equivalent meanings;

“Minister” means the Minister for Lands, a body corporate under section 7 of the LAA;

“Outgoings” has the meaning set out in item 11 of Schedule 1;

“Plant and Equipment” means the plant and equipment used in connection with the provision of any Services or the heating, cooling, lighting, power or plumbing facilities on or connected to the Leased Premises;

“Primary Interest Holder” means, in relation to Crown land, the entity listed on a Crown Certificate of Title as the holder of a charge, Crown lease, easement, lease, mortgage, profit a prendre or other interest, including such interests as are lawfully granted or entered into by a management body but does not include –

- (a) The care, control and management of a reserve, mall reserve or road;
- (b) Caveat;
- (c) Licence; or
- (d) Mining, petroleum or geothermal energy right;

“Rate” means 6% per annum;

“Refurbish” includes, but is not limited to, in relation to the Leased Premises, painting and decorating, replacing fixtures and upgrading the Leased Premises generally;

“Relevant Authority” means anybody or corporation or any municipal, government or statutory or non-statutory authority or body having authority or jurisdiction over the Land or Leased Premises or any part of the Land or Leased Premises or to whose systems the Land or Leased Premises or an part of the Land or Leased Premises are or will be connected;

“Rent” means the rent specified in item 8 of Schedule 1;

“Schedule” means a schedule to this Lease;

“Services” means electricity, gas, oil, fuel, water or other similar commodity, facility or service I or on the Land or the Leased Premises or otherwise serving the Land or the Leased Premises;

“Shire” means the Shire of Boddington acting in its capacity as local government;

“Term” means the tem specified in item 7 of Schedule 1;

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

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

## 1.2 Interpretation

In this Lease:

- (a) a reference to a person includes that person’s executors, administrators, successors and assigns;
- (b) a covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally;



- (c) an agreement, representation or warranty given or made by two (2 or more persons shall bind them jointly and severally;
- (d) a reference to a professional or industry body includes a reference to the successor or substitute for that body; and
- (e) unless repugnant to the context, a covenant by the Lessee to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the Lessee is liable for all acts or omissions of an Authorised Person.

### 1.3 Performance of Functions by Minister

- (a) All acts and things which the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA;
- (b) Where pursuant to this Lease payments and rights accrue to the Minister or obligations are imposed on the Minister the same are for the benefit and burden respectively of the Lessor unless the context otherwise requires.

### 1.4 Approval by the Lessor or Minister

In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor or the Minister such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor or the Minister in the Lessor's reasonable discretion or the Minister's absolute discretion and may be given subject to such conditions as the Lessor or the Minister may reasonably determine unless otherwise provided in this Lease.

### 1.5 Consent of Western Australian Planning Commission

If for any reason this Lease required by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

### 1.6 Discretion of the Lessor in its capacity as Relevant Authority

The parties agree and acknowledge that nothing in this Lease shall fetter or be construed as an attempt to fetter the discretion or the powers of the Lessor in its capacity as a Relevant Authority under any written Law and in particular does not fetter the Lessor in its capacity as a Relevant Authority with regard to the approval or imposition of conditions of any approval required for any matter relating to the Leased Premises or this Lease.

## 2. Operative part

### 2.1 Lease of Leased Premises

Subject to the Minister's consent in respect of this Lease, in consideration of the Lessee agreeing to:

- (a) pay the money payable under this Lease; and
- (b) duly observe and perform the Lessee's Obligations.

the Lessor leases the Leased Premises and grants the Lessee's Rights to the Lessee for the Term commencing on the Commencement Date subject to the reservation of the Lessor's rights under this Lease.

## 2.2 Quiet enjoyment

The Lessor warrants that the Lessor has full capacity to grant this Lease, and if the Lessee:

- (a) pays the money payable under this Lease; and
- (b) duly observes and performs the Lessee's Obligations.

the Lessor agrees that the Lessee may quietly hold the Leased Premises and enjoy the Lessee's Rights during the Term without any disturbance from the Lessor or any person lawfully claiming through the Lessor, except to the extent that interruption, disturbance or interference arises because of the exercise of the Lessor's rights or is otherwise permitted by any provision of this Lease.

## 2.3 Lessee responsible as if owner

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

## 3. Reservation of Lessor's rights

Without limiting any other provisions of this Lease, the Lessor reserves the following rights:

- (a) Improvements to Leased Premises:

The Lessor may at any time carry out improvements to the Leased Premises, including without limitation:

- (i) construct new buildings on the Land;
- (ii) alter, add to, extend, reduce the size of, or otherwise modify, existing buildings on the Land; and
- (iii) any other Lessor's Works,

In exercising these rights, the Lessor shall use the Lessor's reasonable endeavours not to cause any undue interference with the conduct of the Lessee's Operations.

- (b) Right to enter

- (i) the Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, to:

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

- (B) comply with any requirement or order of any local government or other statutory authority;
- (C) carry out any maintenance, modification, installation or extension to the Leased Premises, the Plant and Equipment or cables, pipes or wires within the Leased Premises;
- (D) view the Leased Premises with any persons interested in the Leased Premises or any part of the Leased Premises; and
- (E) affix re-letting notices to the Leased Premises during the last three (3) months of the Term;

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

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

- (c) Granting easements etc.

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

#### 4. **Rent**

The Lessee must pay the Rent to the Lessor in the manner specified in item 8 of Schedule 1, without any deduction, set off or abatement.

#### 5. **Outgoings and Bulk Supply of Electricity, Gas or Power**

##### Outgoings separately assessed

The Lessee must pay to the Lessor or, if demand is made by a statutory or other public authority, to that statutory or other public authority, all amounts separately charged or assessed in respect of the Leased Premises or the Lessee for or in connection with Services to or for the benefit of the Leased Premises or the Lessee, including but not limited to telecommunications, electricity, gas and power charges and the cost of installation of any meter, wiring or other device necessitated by the use of telecommunications services, electricity, gas or power.

#### 6. **Use of Leased Premises and Facilities**

- 6.1 The Lessee shall not:

- (a) use the Leased Premises for any other purpose other than the Authorised Use specified in item 5 of Schedule 1 or for any purpose for which the Leased Premises was not designed or designated; and
- (b) use each Facility, Service, Item of Plant and Equipment or Lessor's Fixture for a purpose for which it was not designed or designated.

6.2 The Lessee:

- (a) shall comply with the Lessor's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment and Lessor's Fixtures; and
- (b) shall not do or omit to do anything which might interfere with or impair the efficient supply or operation of each Facility, Service, item of Plant and Equipment or Lessor's Fixture.

**7. Security of Leased Premises**

7.1 The Lessee shall:

- (a) securely lock all doors or other openings to the Leased Premises when the Leased Premises is unoccupied; and
- (b) if required by the Lessor install in the Leased Premises a security alarm system approved by the Lessor.

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

**8. Leased Premises Name in Lessee's Name**

8.1 The Lessee shall not use the name of the Leased Premises in the Lessee's own name or in any business name without the consent of the Lessor, which consent will not be unreasonably withheld.

8.2 To the extent that the name or a business name of the Lessee includes the name of the Leased Premises the Lessee shall, on Termination or earlier if requested by the Lessor, change the name or the business name (as the case may be) to a name that does not include the name of the Leased Premises.

**9. Covenant to repair and maintain**

9.1 The Lessee shall:

- (a) Maintain the Leased Premises in good condition except in respect of:
  - (i) fair wear and tear;
  - (ii) damage which is or will be reinstated from the proceeds of insurance; and
  - (iii) structural damage which has not been caused by an act or omission of the Lessee or an Authorised Person;

- (b) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;
  - (c) keep the Leased Premises clean and free from rubbish;
  - (d) maintain the Lessor's Fixtures and the Facilities in the Leased Premises in good condition except in respect of fair wear and tear and damage which is or will be reinstated from the proceeds of an insurance policy, and where necessary, replace that Lessor's Fixture or the Facility to the satisfaction of the Lessor;
  - (e) enter into and keep current a service contract with a reputable air-conditioning service company for the regular maintenance and service of any air-conditioning plant and equipment which services the Leased Premises;
  - (f) maintain the Lessee's Fixtures in clean and good condition;
  - (g) replace any light bulbs or fluorescent tubes in the Leased Premises when necessary; and
  - (h) replace any broken glass in the Leased Premises.
- 9.2 If there is carpet in the Leased Premises, the Lessee shall keep the carpet clean and promptly repair any damage to it.
- 9.3 If the Lessee does not work, which affects the Leased Premises, such as the Lessee's Initial Works and the Lessee's Works and any fitting out, alterations, partitioning, work relating to Services, repairs or maintenance or required structural work, the Lessee must:
- (a) comply with all relevant requirements of an authority and all laws and standards;
  - (b) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work;
  - (c) carry out the work in a safe and proper manner;
  - (d) use only good quality materials;
  - (e) employ only qualified and competent persons; and
  - (f) pay to the Lessor when the Lessor requests any expenses incurred by the Lessor in approving the work, including fees paid to architects, engineers, contractors or other advisors.
- 9.4 Lessee's Further Obligations
- (a) The conditions imposed by this clause 9.4 are in addition to the Lessee's repair and maintenance obligations imposed by clause 9.1.

- (b) The Lessee shall throughout the Term keep the Leased Premises in good repair and shall make good any damage to it howsoever caused and shall upon expiry or earlier termination of this Lease yield up the Leased Premises to the Lessor in a state of good repair.
- (c) Without prejudice to the generality of clause 9.1 and 9.4(b) for the avoidance of any doubt the Lessee is obliged to:-
  - i) improve the Leased Premises where necessary to bring it to a state of good repair including the rectification of any latent or inherent defects;
  - ii) effect all necessary structural repairs to the Leased Premises where necessary to bring them to and maintain them in a state of good repair; and
  - iii) effect all structural and other repairs and improvements necessary to the Leased Premises to comply with the requirements of any Governmental Agency whether imposed on the Lessee as occupier or the Lessor as the Primary Interest Holder.

## **10. Positive covenants**

The Lessee shall:

- (a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
- (b) pay to the Lessor on demand on a full indemnity basis all amounts payable by the Lessor in respect of legal costs and disbursements of and incidental to:
  - i) any breach of the Lessee's Obligations; and
  - ii) each action, suit, proceeding or matter arising out of or incidental to any document referred to in paragraph;
- (c) pay 50% of the amount payable by the Lessor in respect of legal costs and disbursements of and incidental to:
  - i) the instructions for and the registration, preparation, execution and stamping of this Lease and each other instrument required to be prepared and executed under this Lease;
  - ii) each notice, search and inquiry given or made for the purpose of any document mentioned in paragraph (i);
- (d) keep the Facilities within the Leased Premises unobstructed;
- (e) report promptly to the Lessor in writing:
  - i) all damage or defects in the Leased Premises, the Lessor's Fixtures, the Plant and Equipment or the Facilities in the Leased Premises of which the Lessee is or ought to be aware;
  - ii) any breakage of glass in an exterior window or door in the Leased Premises;
  - iii) any malfunction of any Plant and Equipment or Facility either within the Leased Premises or used by the Lessee; and
  - iv) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, or any person in the Leased Premises, or on the Land of which the Lessee is aware;
- (f) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (g) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;
- (h) observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant supply authority on the Lessor;
- (i) if any Service is not provided by the Lessor, make the Lessee's own arrangements for the supply of the Service to the Leased Premises;

- (j) at all times comply with all fire and emergency training programs and drills of which at least two (2) Business Days' notice has been given to the Lessee by the Lessor and the Lessee must ensure that the Authorised Persons are made fully aware of all safety and emergency procedures for the Leased Premises;
- (k) on demand by the Lessor, pay the Lessor interest on any money payable under this Lease which is not paid on the due date calculated at the Rate from the due date for payment until the date of actual payment;
- (l) if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence; and

## **11. Negative covenants**

The Lessee shall not:

- (a) except in relation to the Lessee's Works, without the Lessor's prior consent make any alteration to or addition to or demolish any part of the Leased Premises or remove or alter any of the Lessor's Fixtures, the Plant and Equipment or any Facility in the Leased Premises, except that the Lessor's consent shall not be unreasonably withheld to the installation, alteration or addition of partitioning in the Leased Premises;
- (b) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person to undertake any such action however this clause 11(b) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authority;
- (c) do any act or thing which might result in excessive stress or floor loading to any part of the Leased Premises;
- (d) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (e) fail to comply with and observe the reasonable requirements of the Lessor in the use of the Plant and Equipment;
- (f) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (g) without the Lessor's prior consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;



- (h) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (i) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor;
- (j) without the Lessor's prior consent erect or replace outside the Leased Premises any radio or television aerial or antenna;
- (k) without the Lessor's prior consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether or not it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (l) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal of rubbish;
- (m) burn any rubbish in the Leased Premises or the land (except garden waste);
- (n) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (o) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (p) conduct any business or operations in the Leased Premises at any time prohibited by law; or
- (q) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

## **12. Lessee's Obligations to effect Insurances**

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

- (a) supply to the Lessor current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updates, amended or varied from time to time;
- (b) not without the Lessor's prior consent, alter the terms or conditions of any policy;

and

- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.

### **13. Indemnities**

#### **13.1 General indemnity**

The Lessee shall indemnify and keep indemnified the Lessor against all losses, claims, damages, demands, costs and expenses for which the Lessor becomes liable in respect of loss or damage to property or death or injury of any nature and however or wherever sustained:

- (a) which are caused or contributed to by the use or occupancy of the Leased Premises by the Lessee, an Authorised Person or any other person, except to the extent caused or contributed to by the Lessor;
- (b) resulting from an act or omission of the Lessee; or
- (c) resulting from a notice, claim or demand against the Lessee to do or refrain from doing, anything except to the extent that the Lessor is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand fails to do so;
- (d) the Lessee must indemnify and keep indemnified the Minister for Lands from and against all losses, claims, damages, demands, costs and expenses for whatsoever which may at any time be brought, maintained or made.

#### **13.2 Nature of Indemnity**

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

## **14. Assignment**

### **14.1 No assignment**

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

### **14.2 Property Law Act excluded**

Sections 80 and 82 of the *Property Law Act 1969 (WA)* are excluded.

### **14.3 Lessor may consent to assignment**

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of an assignment if both the Lessor and the Minister consent to the assignment. The Lessor's consent shall not be unreasonably withheld.

### **14.4 Lessor may consent to sublease**

The Lessee will not be in breach of the covenant in clause 14.1 of this clause in respect of a sublease of the whole of the Leased Premises if both the Lessor and the Minister consent to the sublease. The Lessor's consent shall not be unreasonably withheld.

## **15. Damage, Destruction or Resumption**

### **15.1 Definitions**

In this clause 15:

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

### **15.2 Abatement**

- (a) If the Leased Premises is damaged or destroyed so as to render any part of the Leased Premises wholly or substantially:

- (i) unfit for occupation and use by the Lessee; or

- (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;

then from the date that the Lessee notifies the Lessor of the damage or destruction ('Damage Notice');

- iii) any money payable by the Lessee under this Lease; and

iv) the covenant to repair and maintain;

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

(b) If clause 15.1(a) applies, the remedies for:

(i) recovery of any money or a proportionate part falling due after the damage or destruction; or

(ii) enforcement of the covenant to repair and maintain;

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

(iii) restored;

(iv) made fit for the Lessee's occupation and use; or

(v) made accessible.

### 15.3 Either Party May Terminate

Either party may terminate this Lease by notice to the other of ninety (90) calendar days notice.

### 15.4 Lessee May Terminate

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

### 15.5 Exceptions

Clauses 15.2, 15.3 and 15.4 will not apply where:

(a) the damage or destruction was caused or contributed to, or arises from any wilful act of the Lessee or an Authorised Person; or

(b) an insurer under any policy effected by the Lessor under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or an Authorised Person.

### 15.6 Lessor to Terminate

If the Lessor considers the damage to the Leased Premises renders it impractical or undesirable to carry out the Reinstatement Works, the Lessor may terminate this Lease by giving not less than thirty (30) calendar days' notice to the Lessee and, at the expiration of that notice, this Lease will terminate.

### 15.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 15 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision on this Lease.

#### 15.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 15 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985 (WA)* and the parties may each be represented by a legal practitioner of their choice.

#### 15.9 Lessor Not Obligated to Reinstate

Nothing in this Lease obliges the Lessor to reinstate the Leased Premises or the means of access to it.

#### 15.10 Proceeds of Insurance

If the Leased Premises is damaged or destroyed and the Lease is terminated under this clause 15, the Lessee will have no interest in the insurance proceeds.

#### 15.11 Resumption of Leased Premises

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

### 16 Limited of Lessor's Liability

#### 16.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all property in the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
  - (i) any fault in the construction or state or repair of the Leased Premises, or the Lessor's Fixtures;
  - (ii) any defect in any of the Plant and Equipment, facilities or the Services;
  - (iii) any flow, overflow, leakage or breakdown of any water, air-conditioning, gas, power or other source of energy whether from the roof, walls, gutter or other parts of the Leased Premises;
- (b) the Lessor gives no warranty as to the use to which the Leased Premises may be put;  
and
- (c) the Lessee has not relied on any representation or warranty of the Lessor in entering into this Lease and, for this purpose, the Lessee acknowledges that:

- (i) the Lessee has relied on the Lessee's own skill and judgement and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Lessee's Operations, and
- (ii) the Lessee's occupation of the Leased Premises is conclusive evidence of the Lessee's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

## 16.2 Suitability and Safety of Leased Premises

- (a) The Lessor does not represent or warrant:
  - (i) that the Leased Premises is suitable to be used for the Authorised Use; or
  - (ii) that the Leased Premises may lawfully be used for the Authorised Use.
- (b) Without affecting the generality of paragraph (a) above the Lessor does not represent or warrant that the zoning of the Leased Premises will allow the Leased Premises to be used for the Authorised Use whether with the approval or permission of the relevant planning authority or otherwise. It is the Lessee's responsibility to make its own enquiries about zoning and the Lessee warrants that before executing this Lease the Lessee has done so to the Lessee's own satisfaction.
- (c) The Lessee acknowledges having satisfied itself that the Leased Premises is suitable and safe to be used for the Authorised Use and agrees to take all measures necessary to ensure that the Leased Premises remains safe and free from hazards to the Lessee and all persons except entering the Leased Premises.

## 16.3 Lessor Not Liable

The Lessor is not liable to the Lessee and the Lessee will not make a claim against the Lessor in respect of any liability resulting from any accident, death, injury, damage to any property (including water damage), equipment, or machinery malfunction or interruption of services or other event of a similar nature in or affecting the Leased Premises unless caused by the negligence of the Lessor or any employee, contractor or agent of the Lessor.

## 16.4 Lessor only liable while Primary Interest Holder

The Lessor is only liable for any breaches under this Lease occurring while it is the Primary Interest Holder of the Land.

## 16.5 Interruption of Services

Except to the extent the Lessor is negligent, the Lessor shall not be liable to the Lessee for any loss or damage suffered by the Lessee for any malfunction, failure to function, or interruption of or to, the water, gas or electricity services, fire equipment or other services to or facilities contained in the Land or the Leased Premises, or for the blockage of any sewers, wastes, drains, gutters, downpipes or storm water drains from any cause.

## **17. Default**

An event of default occurs if:

- (a) the Lessee fails to pay the Outgoings or other money payable under this Lease within five (5) Business Days of the date due for payment, regardless of whether demand has been made;
- (b) the Lessee fails to perform any of the Lessee's Obligations for ten (10) Business Days after the Lessor has given notice to the Lessee of the default;
- (c) the Lessee is in breach of any document other than this Lease giving the Lessee a right to occupy any part of the Land or the Leased Premises;
- (d) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee;
- (e) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property;
- (f) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (g) the Lessee ceases to carry on the Lessee's Operations from the Leased Premises;
- (h) where the Lessee is a company and:
  - (i) an application is made to a court for an order or an order is made that the Lessee be wound up;
  - (ii) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee;
  - (iii) except for the purposes of reconstruction or amalgamation, the Lessee enters into as scheme of arrangement, deed of company arrangement or composition with, or assignment for the benefit of, all or any class of the Lessee's creditors;
  - (iv) the Lessee resolves to wind itself up or otherwise dissolve itself;
  - (v) the Lessee states that it is insolvent; or
  - (vi) the Lessee takes any step to obtain protection or is granted protection from its creditors under any applicable legislation.

## **18. Lessor's power on default**

### **18.1 Lessor's right of possession**

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

### **18.2 Lessor may remedy Lessee's default**

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

### 18.3 No prejudice of Lessor's rights

Any re-possession or attempted re-possession of the Leased Premises by the Lessor or any demand for or acceptance of any of the money payable under this Lease will not:

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

### 18.4 Exercise of rights by Lessor

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

## 19. Essential terms

### 19.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clause 4, 5, 6, 9, 12 and 14 this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

### 19.2 Damage for Breach of Essential Terms



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

### 19.3 Lessor's Entitlement to Damages

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

- (a) if the Lessee abandons or vacates the Leased Premises;
- (b) if the Lessor elects to re-enter the Leased Premises or terminate this Lease;
- (c) if the Lessor accepts the Lessee's repudiation; or
- (d) if the parties' conduct (or that of any of their servants or agents) constitutes or may constitute a surrender by operation of law.

### 19.4 Lessor to Mitigate Damages

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

## 19.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing clause 19.4.

## 20. Termination

### 20.1 Yield up Leased Premises

The Lessee shall on Termination surrender and yield up the Leased Premises to the Lessor in a condition consistent with the compliance of the Lessee's Obligations during the Term and delivery to the Lessor all keys, access cards and other security devices for the Leased Premises.

### 20.2 Improvements to Vest in Crown

It is agreed that the provisions of section 92 of the LAA apply to this Lease except as varied by this Lease.

### 20.3 Remove Lessee's Fixtures

The Lessee must prior to Termination or on the termination of any period of holding over remove from the Leased Premises all of the Lessee's Fixtures and other property and any Lessor's Fixtures which the lessor requires to be removed, and make good any damage caused to the Leased Premises by the removal of the Lessee's property.

### 20.4 Making Good of Leased Premises on Termination

The Lessee shall, unless the Lessor agrees to the contrary, prior to Termination or on termination of any period of holding over, make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises and, for the purpose of clarification, making good the Leased Premises shall mean, notwithstanding the state of the Leased Premises at the Commencement Date, removing all fittings to the floors and walls, repainting the walls and repairing any damage to the floors or walls.

### 20.5 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 20.4, the Lessee shall pay the Lessor within ten (10) Business Days after the Lessor requests payment, any costs reasonably incurred by the Lessor to make good the Facilities, the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises. The obligation to pay those costs does not limit any other rights or the Lessor in relation to the Lessee's default.

## 20.6 Dealing with Lessee's property not removed at Termination

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

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

And the Lessee shall indemnify the Lessor in respect of any loss or damage suffered by the Lessor as a result of the Lessee failing to remove all of the Lessee's property at Termination.

## 21. Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor and (if the Lessor is a company) every director and secretary of the Lessor (jointly and severally) the Lessee's attorney for the purpose of:

- (a) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
- (b) doing anything else the Lessee is obliged to do under this Lease but does not do when required.

## 22. Trustee Provisions

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

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

## **23. Miscellaneous**

### **23.1 Lessee not to permit prohibited matters**

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

### **23.2 Lessor's consent**

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

### **23.3 Certificates**

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

### **23.4 Exercise of rights by Lessor**

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

- (a) a single or partial exercise of a right, power or remedy does not prevent a further exercise of that right power or remedy;
- (b) a failure to exercise or any delay in the exercise of a right, power or remedy does not prevent its exercise;
- (c) the rights, powers and remedies of the Lessor are cumulative with and not exclusive of the rights, powers and remedies provided by law; and
- (d) any demand made shall not in any way be deemed to constitute a waiver by the Lessor of any breach or non-observance of a Lessee's Obligation and shall not prejudice any other right of the Lessor in relation to such breach.

### **23.5 Lessor may act by agent**

All acts and things which may be done by the Lessor may be done by a solicitor, agent, employee or contractor of the Lessor.

### **23.6 Discretion of the Lessor**

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

### **23.7 Time for Payment**

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within ten (10) Business Days after the Lessor gives a notice to the Lessee requiring payment.

#### 23.8 Time of the essence

Time shall be of the essence in all respects.

#### 23.9 No moratorium

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

#### 23.10 Variation

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

#### 23.11 Further assurances

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

#### 23.12 Effect of execution

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

#### 23.13 Entire Agreement

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

#### 23.14 Proper Law

This Lease is governed by the law in force in Western Australia, or where applicable, the Commonwealth of Australia.

#### 23.15 Severance

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

#### 23.16 Headings

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

#### 23.17 Termination

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

### 23.18 Cost of Complying with Obligations

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

### 23.19 Giving of notice

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

- (a) shall be in writing;
- (b) may be served on the recipient personally, or by leaving it at the recipient's last known address, or sent by pre-paid post to the recipient's last known address or sent by email to the recipient's email address (if known);
- (c) will be deemed to be served, if served personally, at the time of handing the notice to the recipient, if left at the recipient's last known address, at the time of leaving the notice at the recipient's last known address, if sent by pre-paid post to the recipient's last known address, on the second Business Day after the date of posting, if sent by email, on the same date as transmitted (if transmitted prior to 4.00pm on a Business Day) or the next Business Day (if transmitted at or after 4.00pm on a Business Day, or on a day not being a Business Day); and
- (d) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor.

### 23.20 Goods and services tax

- (a) In the Lease:

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

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

"GST Law" has the same meanings as in the GST Act;

"Tax invoice" includes any document or record treated by the Commissioner of Taxation as a tax invoice or as a document entitling a recipient to an input tax credit.

- (b) Words used in this clause which have a defined meaning in the GST Law have the same meanings as in the GST Law unless the context indicates otherwise.
- (c) The moneys payable under this Lease have been calculated without regard to GST, and the Lessor and the Lessee agree that the Lessor shall be entitled to charge an additional amount if the Lessor becomes subject to GST as a result of the grant of this Lease or any supply to the Lessee under or in connection with this Lease, and the following provisions shall apply:

- (i) the Lessee must do everything reasonably requested by the Lessor to ensure this Lease is treated as taxable for the purposes of the GST, the Lessee must pay to the GST to the Lessor at the same time as the payment to which the GST relates, and the amounts payable under this Lease are exclusive of GST.
  - (ii) the Lessee must pay to the Lessor on demand any GST charged on goods and services acquired or payable or paid by the Lessor in connection with this Lease or the Leased Premises, including but not limited to any GST payable in connection with or in respect of the provision of any Services; and
  - (iii) where the liability of the Lessee under this clause cannot be separately determined, the Lessee shall pay to the Lessor on demand an amount which is equal to the Lessee's proportion of the relevant GST.
- (d) A party's right to payment under this clause 23.19, is subject to a valid Tax Invoice being delivered to the party liable to pay for the taxable supply.

24. Option for Further Term

If and only if no earlier than six (6) months and no later than three (3) months before the date of Termination, the Lessee gives notice to the Lessor exercising an option of renewal for a Further Term, and the Lessor is satisfied that there is no Rent, Outgoings or other money payable under this Lease which is due but unpaid and there is no remedied breach of the Lessee's Obligations and there have been no breaches of any of the essential terms of this Lease during the Term, the Lessor shall grant the Lessee a lease of the Leased Premises for the relevant Further Term as the Rent payable immediately before Termination as varied and reviewed pursuant to this Lease and otherwise on the same terms and conditions of this Lease except for the option of renewal for the relevant Further Term, which shall cease to have any further effect.

25. Holding Over

If after termination, the Lessee continues to occupy the Premises with the consent of the Lessor, the Lessee shall become a monthly Lessee only of the Lessor and unless otherwise agreed;

- (a) The Rent shall be equal to one twelfth of the aggregate of the Rent and Outgoings payable by the Lessee immediately [preceding the Termination; and
- (b) All other terms and conditions shall continue to apply mutatis mutandis as expressed or implied in this lease.

26. Dispute Resolution

26.1 If a dispute arises out of or relates to this Lease (including without limitation in relation to the Rent review), or the breach, termination, validity or subject matter thereof, or as to any claim in tort, in equity or pursuant to any domestic or international statute or law, the parties to this Lease and the dispute expressly agree to endeavour in good faith to settle the dispute by mediation before having recourse to, arbitration or litigation.

- 26.2 A party claiming that a dispute has arisen, must give written notice to the other parties to the dispute specifying the nature of the dispute. On receipt of such notice, the parties to the dispute shall within seven (7) days of receipt of the notice meet together to resolve the dispute in good faith and acting reasonable.
- 26.3 If the dispute is not resolved within seven (7) days, or within such further period as the parties agree, then the dispute is to be referred to mediation. Such mediation is to be conducted by a mediator who is independent of the parties and appointed by agreement of the parties or, failing agreement within seven (7) days of receiving any party's notice of dispute, by the Chairman of the Western Australian Chapter of Institute of Arbitrators and Mediators Australia (IAMA). The IAMA Mediation Rules shall apply to the mediation
- 26.4 If the dispute is not resolved in mediation, then the parties may elect to have the dispute submitted to arbitration in accordance with the *Commercial Arbitration Act 2012 (WA)*.
- 26.5 If the dispute relates to the Rent, then the Rent shall be paid without abatement until the date of the award or agreement between the parties (whichever is the earlier) whereupon the Lessor will refund to the Lessee any Rent paid by the Lessee not required to be paid within the terms of the award or as agreed between the Lessor and Lessee

27. Special Conditions

The special conditions set out in item 12 of Schedule 1 shall form part of this Lease and if there is any inconsistency between the provisions of this Lease generally and the special conditions, the special conditions shall prevail to the extent of the inconsistency.



## SCHEDULE 1

### 1. Lessor's Details

Shire of Boddington of 39 Bannister Road, Boddington, Western Australia 6390.

### 2. Lessee's Details

Western Australia Rifle Association Inc, care of Cnr Higgins and Wandoo Road, Pinjar WA 6078 ("Lessee").

### 3. Land

Portion of Reserve R23633.

### 4. Leased Premises

Portion of land comprised in Certificate of Title Volume LR300 Folio 736 shown coloured red on the attached plan being an area of approximately 8Ha.

### 5. Authorised Use

Rifle Range

### 6. Commencement Date

<insert date of Management Order being granted to the Shire of Boddington>

### 7. Term

The Term shall be a term of FIVE (5) years commencing on the Commencement Date.

### 8. Rent

From the Commencement Date and for the Term the Rent is one dollar (\$1) per annum inclusive of GST payable on the Commencement date and each anniversary of the Commencement date.

### 9. Further Term

1x 5 year term

### 10. Lessee's Insurance Obligations

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

- (a) public liability insurance for an amount not less than TEN MILLION DOLLARS (\$10,000,000.00);

#### **11. Definition of Outgoings**

“Outgoings” means all of the costs and outgoings of the Lessor charged or incurred in respect of the Leased Premises or in the Maintenance of the Leased Premises, including but not limited to:

- (a) maintaining the Land and Leased Premises;
- (b) storing, treating and removing all kinds of waste including rubbish and sewerage from the Land or the Leased Premises;

give notice to the Lessor in writing, of any infections illness or disease which might transpire in or about the land and shall thoroughly fumigate and disinfect the land at the Lessee’s expense to the satisfaction of the Lessor and any appropriate health officer;

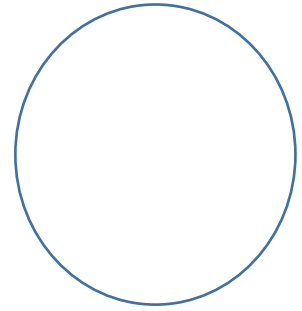
- (c) advertising, marketing and promoting the Leased Premises.

#### **12. Special Conditions**

- a) Maintain and keep Land in good, clean and tidy condition.
- b) Not to store chemicals, inflammable liquids, acetylene gas or volatile or explosive oils or compounds or substances or any other hazardous substance upon the Land.
- c) Not erect or construct any additional structures on the Land without the Lessors written permission other than those in existence at the Commencement Date.
- d) Not do anything that will change the Lessors infrastructure within the Land.
- e) Make good the Land and realign fencing on termination of this agreement, unless prior agreement is reached for further term.
- f) Allow the Lessor full and free access to the Land to install, repair, maintain and improve future and existing infrastructure. The Lessor will use its reasonable endeavours to minimise disruption on the Lessee.
- g) Maintain existing fences and firebreaks to Local Government Requirements.
- h) All bunds to be removed and validation sampling to be undertaken to the satisfaction of the Lessor when the Lease is terminated.

EXECUTED BY THE PARTIES AS A DEED

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



\_\_\_\_\_  
Shire President  
Garry Ventris

\_\_\_\_\_  
Chief Executive Officer  
Julie Burton

Date: \_\_\_\_\_

**WA RIFLE ASSOCIATION** )  
was hereunto signed in accordance )  
with its Constitution in the presence of: )

\_\_\_\_\_  
Print Name:  
Position:

\_\_\_\_\_  
Print Name:  
Position:

Date: \_\_\_\_\_

**SCHEDULE 2**

**Reserve 23633**

Aerial image below shows leased area to the WA Rifle Association Inc.



**SCHEDULE 3**

Department of Planning, Lands and Heritage Approval

## 9.2.6 Proposed Café Lease | Carina Jordaan - All Walks of Life

File Reference: 3.0046  
Applicant: Not applicable  
Disclosure of Interest: Nil  
Author: Chief Executive Officer  
Attachments: 9.2.6A Draft Lease

### Summary

Council is requested to consider entering into a lease with Carina Jordaan, trading as All Walks of Life, for part of Reserve 17428, 12 Wuraming Avenue Boddington.

### Background

In February 2023, the operator of the Café at the Hotham Park precinct provided notice that the business would cease trading as at 30 April 2023. In March 2023, Expressions of Interest were called for, to lease the facility.

At the Ordinary Council Meeting on 27 April 2023, Council resolved to:

1. Endorse the application from, Carina Jordaan trading as All Walks of Life, as the preferred Expression of Interest for the facility.
2. Approve in principle, a lease with Carina Jordaan, trading as All Walks of Life, for a period of 12 months at \$250 per week.
3. Note that the proposed disposition of property will be advertised in accordance with Section 3.58 of the Local Government Act 1995, with any submissions to be considered at a future meeting of Council.

### Comment

A lease has been drafted and is contained in Attachment 9.2.6A. The lease is proposed to be offered on the following basis:

Commencement Date: 21 July 2023  
Term: One Year  
Expiry Date: 20 July 2024  
Contribution: A contribution of \$250 per week, plus GST, for the first 12 months, then market value (\$292).  
Permitted Use: Café and related activities  
Option to Renew: 1 x 1 year option.

### Consultation

The proposed disposition of property was advertised in accordance with the requirements of the Local Government Act. At the time of agenda distribution, no submissions had been received.

### Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.1	Maintain a high standard of leadership, corporate governance and customer service

### Legislative Implications

## Section 3.58 of the Local Government Act – Disposition of Property

- 2) Except as stated in this section, a local government can only dispose of property to —
- c) the highest bidder at public auction; or
  - d) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.
- 3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
- c) it gives local public notice of the proposed disposition —
    - iv. describing the property concerned; and
    - v. giving details of the proposed disposition; and
    - vi. inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and
  - d) (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

### Policy Implications

Council Policy - Leasing

### Financial Implications

The lease to the previous tenant was \$250 per week exclusive of GST. The lease is proposed to be offered on this basis for a 12 month period, and then in accordance with the market valuation of \$292.

### Economic Implications

Re-opening of the café will allow visitors to the area to enjoy a food and beverage experience while visiting the tourism precinct.

### Social Implications

The establishment of the business will provide increased options for the community to interact.

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	The key risks that arise include insurance and liability issues in relation to the lease terms. No significant additional risks are noted in relation to the use of the facility as this is consistent with the previous Lessee.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Financial, Reputational

Risk Action Plan (controls or treatment proposed)	Permission from the Department of Planning Lands and Heritage will be sought in relation to the lease. Relevant Certificates of Currency will be obtain from the Lessee prior to commencement.
---	--

Options

1. Endorse the lease in accordance with the terms presented
2. Amend the lease terms
3. Decline the lease

Voting Requirements

Simple Majority

**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 70/23**

**Moved: Cr L Lewis**

**That Council approve a 12 month lease with Carina Jordaan trading as All Walks of Life, at \$250 (excluding GST) per week with a 1 year option, for the premise located on a portion of Reserve 17428, 12 Wuraming Avenue Boddington, as per Attachment 9.2.6A.**

**Seconded: Cr E Schreiber**

**Carried: 7/0**



## **LEASE**

**Shire of Boddington**

("Lessor")

AND

**Carina Jordaan**

("Lessee")

## **BODDINGTON COMMUNITY HUB CAFE – LEASE**

**THIS AGREEMENT** is dated \_\_\_\_\_.

**PARTIES:** The **Shire of Boddington** of 39 Bannister Road, Boddington WA 6390 in the State of Western Australia (“Shire”)

and

**Carina Jordaan** of 10 Sandalwood Place Boddington 6390, trading as All Walks of Life.

### **IT IS AGREED**

#### **1 USE OF PREMISES AND COMMON AREAS**

1.1 The Shire permits the Lessee use of the Premises, the Common Areas and the Shire’s Plant and Equipment on the terms and conditions set out in this Agreement.

#### **2 CONTRIBUTION**

2.1 In consideration for being given the permission to use the Premises, the Common Areas and the Shire’s Plant and Equipment, the Lessee shall pay to the Lessor, the Lease amount in accordance with Annexure 1 of this Agreement.

#### **3 SCOPE OF AGREEMENT**

3.1 Nothing contained in this Agreement shall be construed as granting to the Lessee any interest in the Land comprising the Premises, the Common Areas or the Lessor’s Plant and Equipment, other than a permission to use the Premises, the Common Areas and the Lessor’s Plant and Equipment under the terms and conditions set out in this Lease.

3.2 This Lease does not confer exclusive possession of the Premises. The Shire’s personnel may enter the Premises at any time for any reasonable purpose.

#### **4 TERM**

4.1 The term of this Agreement shall be one (1) year commencing on 21 July 2023, subject to:

- (a) the provisions for earlier termination contained in this Agreement; and
- (b) the option for renewal or extension of the Term (if any) specified in this Agreement.

#### **5 TERMINATION**

5.1 Subject to the other terms and conditions of this Lease:

- (a) the Shire may terminate this Lease by giving the Lessee three (3) months' notice in writing; and
- (b) the Lessee may terminate this Lease by giving the Shire three (3) months' notice in writing.

5.2 If the Lessee defaults in one or more of the following respects:

- (a) wholly or partly suspends the performance of the Cafe from the Premises without reasonable cause; or
- (b) fails to proceed with the performance of the Cafe from the Premises regularly, diligently, or in accordance with the Terms in Annexure 1,

then the Shire may send the Lessee a notice specifying the default and stating the intention of the Shire to terminate this Agreement with one (1) months' notice in writing.

5.3 If within fourteen (14) days of the receipt of the notice the Lessee fails to rectify the default or fails to satisfy the Lessor that the default will be rectified without further delay to the performance of the Cafe, then the Lessor, without prejudice to any other rights or remedies, may by written notice to the Lessee terminate this Agreement in accordance with the notice provided.

## **6 USE OF PREMISES AND COMMON AREAS**

6.1 The Lessee shall use the Premises only for the purpose of providing Café service and related activities, and not for any other purpose, unless approved by the Lessor.

6.2 The Lessee shall not allow any person other than its employees, patrons, subcontractors or its subcontractors' employees to use the Premises without prior approval by the Shire. The Lessee shall ensure that all its employees, patrons, subcontractors and subcontractors' employees comply with the terms of this Agreement at all times while using the Premises.

6.3 The Lessee shall not do, or allow to be done, any act or thing that may cause or permit the Common Areas to be used for any purposes other than that for which they were intended or to become damaged or otherwise deteriorate.

6.4 While using the Premises and the Common Areas, the Lessee shall not cause obstruction, disruption or annoyance to the Shire, users or occupiers of the other premises in the Building, other users of the Common Areas and any other persons legitimately present in the Building or the Premises.

## **7 SIGNAGE**

7.1 All signage both internal and external must be approved by the Lessor at design level. Signage must not be installed without the permission of the Lessor.

## **8 REPAIR, MAINTENANCE AND CLEANING OF THE PREMISES AND THE COMMON AREAS**

8.1 The Lessee shall:

- (a) repair, to the satisfaction of the Shire, any damage to the Premises, the Building (including the Common Areas) or the Shire's Plant and Equipment which has been caused by an act or omission of the Lessee or its employee, licensee, contractor or invitee;
- (b) clean and maintain the Premises, including common areas in a sanitary condition and clear of rubbish or debris,
- (c) maintain and repair the Shire's Plant and Equipment, including keeping all items in a clean and good condition;
- (d) not use the Common Areas for placing rubbish or debris of any kind, except in areas specifically provided for that purpose; and
- (e) comply in all respects with the provisions of any Act (State or Federal), including, without limitation, the Food Act 2008 and the Health (Miscellaneous Provisions) Act 1911 in force affecting the Premises or the occupier or owner of the Premises and with all regulations, requisitions, orders and notices made or given under or pursuant to any such Act,

but shall not otherwise be required to repair, maintain or clean the Common Areas other than the timber veranda and stairs (maintain and clean).

8.2 Subject to clause 8.1 above, the Shire shall be responsible for and bear the cost of:

- (a) all repairs and maintenance of the Building and the Common Areas; and
- (b) cleaning of such parts of the Common Areas as are not required to be cleaned by the occupiers of the other premises in the Building.

## **9 MODIFICATIONS TO COMMON AREAS**

9.1 The Lessor may occupy, modify, upgrade or renew any element or area within the Common Areas. Advice is to be provided to the Lessee prior to any works undertaken.

9.2 The Lessee may modify or upgrade elements within the Common Areas, subject to permission being granted by the Lessor.

## **10 OUTGOINGS**

10.1 The Lessee shall be liable for the full cost of all outgoing in respect of the operation of the Café, and associated business activities.

## **11 GST**

- 11.1 Unless otherwise provided in this Agreement, any amount of moneys payable under this Agreement do not include GST and GST must be paid in addition to the amount stated. Any amount which is payable on account of GST as a consequence of any supply made under this Agreement is to be paid to the party making the supply at the same time as payment is made for the relevant supply, subject to the provision of a tax invoice.
- 11.2 The Lessee shall pay the Shire any GST payable by the Shire for any supply made by the Shire and the Lessee hereby indemnifies the Shire in relation to the payment of GST.

## **12 INSURANCE**

- 12.1 The Shire shall insure the Building, for its full reinstatement value, against damage by usual insurable risks.
- 12.2 The Lessee shall insure the Shire's Plant and Equipment, as detailed in Annexure 3 and as updated from time to time, for full replacement value.
- 12.3 Any property owned by the Lessee and brought into the Premises, including but not limited to the Lessee's Plant and Equipment, will not be covered under the Shire's insurance and the Lessee shall provide and maintain its own insurance coverage for such property.
- 12.4 The Lessee shall not do or permit to be done any act or thing, which makes void existing insurance policies of the Shire in respect of the Building.
- 12.5 The Lessee shall effect and during the term of this Agreement maintain in the form appropriate to the Lessee's activities and acceptable to the Shire:
- (a) Public Liability Insurance for not less than ten million dollars (\$10 million) in respect of a single occurrence and for an unlimited number of claims;
- 12.6 The Lessee shall provide the Shire with copies of all insurance policies required under this agreement, prior to the Commencement Date.

## **13 RISK**

- 13.1 The Lessee shall use the Premises and the Common Areas at the Lessee's own risk and the Lessee hereby releases to the full extent permitted by law the Shire and its agents, contractors and employees from all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever resulting from any accident, damage or injury arising out of or in any way connected with the Lessee's use of the Premises, the Common Areas, the Shire's Plant and Equipment and the Lessee's Plant and Equipment, except to the extent that the accident, damage or injury is due to the act, default or omission of the Shire or its agents, contractors (other than the Lessee) and employees.

## **14 INDEMNITY**

14.1 The Lessee shall defend, hold harmless and indemnify and keep indemnified the Shire and the Minister for Lands against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Shire or the Minister for Lands may suffer or incur arising out of or in any way connected with the Lessee's use of the Premises, the Common Areas, the Shire's Plant and Equipment and the Lessee's Plant and Equipment.

## **15 NO ASSIGNMENT**

15.1 The Lessee shall not assign this Agreement or any rights relating to this Agreement.

## **16 NOTICES**

16.1 A notice or other communication required or permitted to be given by one party to another must be in writing and:

- (a) delivered personally; or
- (b) sent by pre-paid mail to the address of the addressee specified in this Agreement; or
- (c) sent by email to the email address of the addressee.

16.2 A notice or other communication is taken to have been given (unless otherwise proved):

- (a) if delivered personally, at the time of delivery;
- (b) if mailed, on the second Business Day after posting; or
- (c) if emailed, at the time of delivery.

16.3 A party may change its address for service by giving notice of that change in writing to the other parties.

## **17 GOVERNING LAW AND JURISDICTION**

17.1 This Agreement is governed by the laws of Western Australia.

17.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia.

## **18 COUNTERPARTS**

18.1 This Lease may be executed in any number of counterparts each of which will be an original but such counterparts together will constitute one and the same instrument and the date of this Lease will be the date on which it is executed by the last party.

## **17 WHOLE AGREEMENT**

17.1 In relation to the subject matter of this Lease, this Lease is the whole agreement between the Parties and this Lease supersedes all oral and written communications by or on behalf of any of the Parties.

## **18 NO RELIANCE ON WARRANTIES AND REPRESENTATIONS**

18.1 In entering into this Agreement, the Lessee warrants that it has not relied on any oral warranty or representation (whether oral or written) in relation to the subject matter of this Agreement made by any Person; and has relied entirely on its own enquiries in relation to the subject matter of this Agreement.

## **19 SEVERANCE**

19.1 If any part of this Agreement is invalid or unenforceable, this Agreement does not include it. The remainder of this Agreement continues in full force.

## **20 SAVING – RETAIL TENANCY ACT**

20.1 In the event that the Retail Tenancy Act applies to this Agreement then the terms of this Agreement are subject to the Retail Tenancy Act and to the extent that any term of this Agreement contravenes or is inconsistent with the Retail Tenancy Act then that term is to be read down or severed to the extent necessary and the remaining terms of the Lease are to continue with full force and effect.

## **21 SPECIAL CONDITIONS**

21.1 Those terms appearing under the heading 'Other Conditions' in Annexure 1 shall form part of this Lease and in the event of any inconsistency between such terms and any other term of the Lease then the term in Annexure 1 shall prevail to the extent of any inconsistency.

## **22 DEFINITIONS**

22.1 In this Lease, unless otherwise indicated by the context:

- (a) *Building* means the building erected on the Land on which the Premises are situated including any modifications, extensions or alterations made after the Commencement Date and also includes plant, equipment, fixtures and fittings on the Land, car parks and Common Areas.
- (b) *Business Day* means a day that is not a Saturday, Sunday, public holiday or bank holiday in Western Australia.
- (c) *Retail Tenancy Act* means the Retail Tenancy (Retail Shops) Agreement Act 1985 (WA) as amended and varied from time to time;
- (d) *Common Areas* means those parts of the Land and the Building that are set aside or designated for the use of the occupiers of the Building or their visitors, clients, employees and agents in common with each other and the Shire.

- (e) *Contribution* means the amount payable by the Contributor as specified in clause 2 of this Agreement.
- (f) *Expiry Date* means the date specified in Annexure 1.
- (g) *Goods and Services Tax and GST* has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (h) *Land* means the land specified in Annexure 1.
- (i) *Premises* means that part of the Building known as Boddington Community Hub incorporating the Café Verandah and Common Areas as detailed in Annexure 2.
- (j) *Shire's Plant and Equipment* means the plant and equipment listed in Annexure 3, and as per photographic images provided to the Lessee within 14 days of the lease commencement.
- (k) *Term* means the term of this Lease referred to in clause 4 and any extension or renewal thereof.

## **23 PERFORMANCE OF FUNCTIONS BY THE MINISTER**

- (a) All acts and things which the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA;
- (b) Where pursuant to this Lease, payments and rights accrue to the Minister or obligations are imposed on the Minister the same are for the benefit and burden respectively of the Lessor unless the context otherwise requires.

## **24 APPROVAL BY THE LESSOR OR MINISTER**

In any case where under this Lease the doing or executing of any act, matter or thing by the Lessee is dependent on the approval or consent of the Lessor or the Minister such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Lessor or the Minister in the Lessor's reasonable discretion or the Minister's absolute discretion and may be given subject to such conditions as the Lessor or the Minister may reasonably determine unless otherwise provided in this Lease.

## **25 CONSENT OF WESTERN AUSTRALIAN PLANNING COMMISSION**

If for any reason this Lease required by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.



**EXECUTED AS AN AGREEMENT**

**Signed on behalf of the Shire of Boddington:**

\_\_\_\_\_  
**SHIRE OF BODDINGTON**  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
**SHIRE OF BODDINGTON**  
Shire President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carina Jordaan

\_\_\_\_\_  
Date

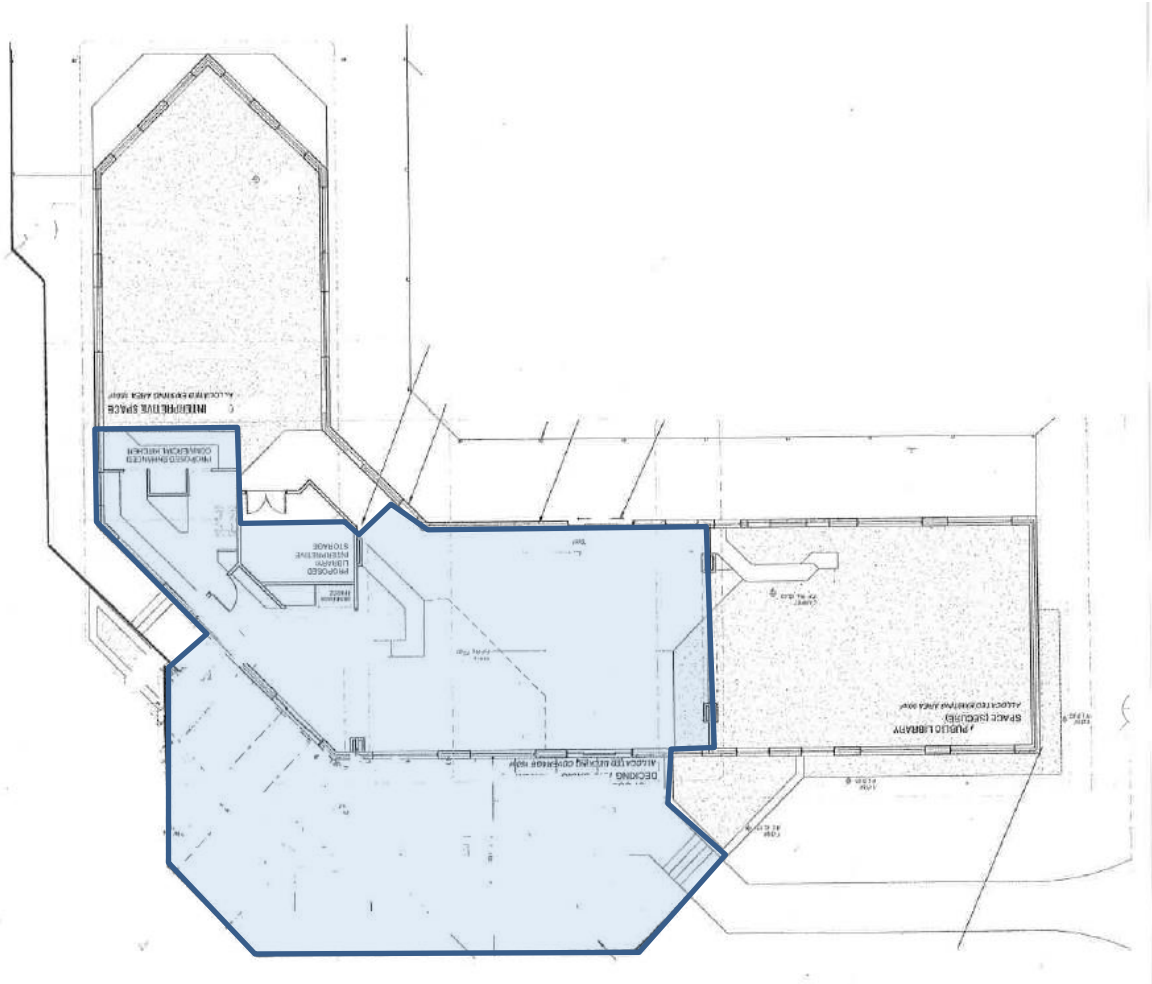
## ANNEXURE 1

Land:	Part of Reserve 17428, 12 Wuraming Avenue, Boddington.
Commencement Date:	21 July 2023
Term:	One (1) year.
Expiry Date:	20 July 2024
Lease Amount:	Year 1: \$250 per week Year 2 onwards: Current market value (\$292)
Permitted Use:	Café and associated activities
Other Conditions:	<p>The Lessee notes that the facility is a component of the Shire's premier tourism product. As such, the Lessee is required to, at all times, provide a professional service aligned to high quality tourism experiences that encourage repeat visitation. This includes, but is not limited to:</p> <ul style="list-style-type: none"><li>• Maintaining a clean and attractive space</li><li>• Providing high quality customer service</li><li>• Ensuring professional presentation of employees</li></ul> <p>The Lessee is to provide every endeavour to ensure the Café is open when scheduled events are held at Hotham Park.</p> <p>The Lessee acknowledges that food and drink vans may be brought onto the site during events held at Hotham Park.</p>
Option to Renew:	Subject to the Lessee's compliance with all of the terms and conditions of the Agreement, the Lessor offers the Lessee a renewal for one further term of one year.

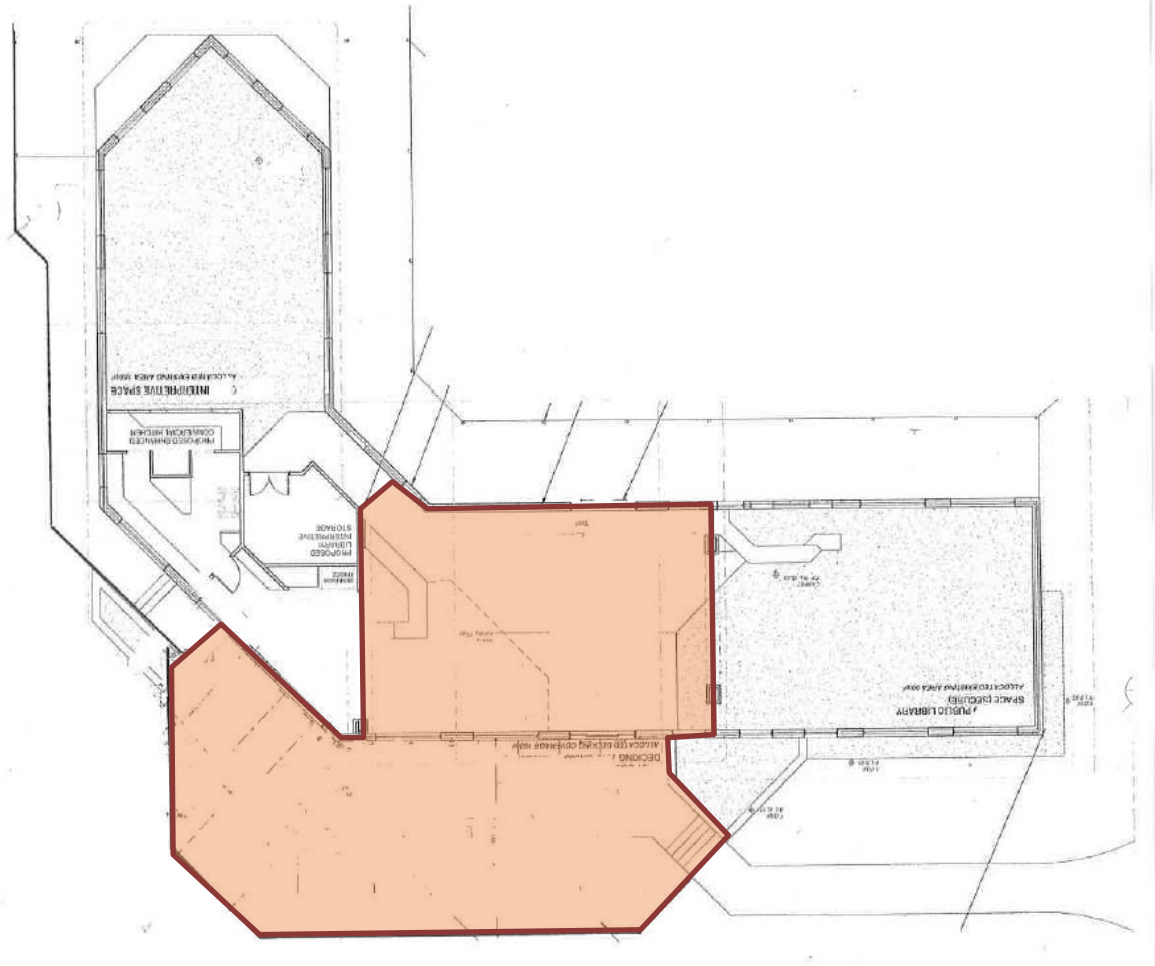
## ANNEXURE 2 (Premises)

Reserve R23633, 12 Wuraming Avenue Boddington.

### Total Leased Area



## Common Area



### **ANNEXURE 3**

(Shire's Plant and Equipment)

To be confirmed and attached at the time of signing of lease.

## 9.2.7 Draft Concept Plan | Yarning Circle

File Reference: 3.00619  
Applicant: Not applicable  
Disclosure of Interest: Nil  
Author: Chief Executive Officer  
Attachments: 9.2.7A Draft Concept Plan

### Summary

Council is requested to endorse the Concept Plan for a Yarning Circle, to be released for community consultation.

### Background

In late 2022, a proposal was received from local Aboriginal elder, Mr Greg Thorn, with support by Mr Terry Farrell, Founder of Nature Based Play Pty Ltd and Yarning Circles WA, for the development of a Yarning Circle in Boddington. This project proposal aimed to provide the community and visitors with a significant and easily accessible site within the townsite of Boddington that serves as a place for Australia's First Nations People's culture, arts and ceremony.

In October 2022, Council resolved to:

1. Provide in-principle support for the portion of land noted in Attachment 9.2.7A, being utilised for a Yarning Circle, subject to future Council endorsement of a Concept Plan.
2. Support the project through the allocation of \$8,000 (ex GST) in the 2022/23 Budget, to Yarning Circles WA / Nature Based Play, to fund the development of a Concept Plan, subject to a Project Plan being prepared to the satisfaction of the Shire Administration.



The development of the draft Concept Plan has now been finalised, and is presented to Council for endorsement.

## Comment

The site proposed for the Community Yarning Circle is alongside the Hotham River, adjacent to the free recreational vehicle (RV) Parking area, and close to the existing six season totem poles. The site is of Aboriginal significance as its traditional use was a meeting place for Aboriginal people. The land is not currently used for any specific purpose, and forms a part of the passive recreational space alongside the river.

The community yarning circle is proposed to have its own creation, story, and form, which reflects the rich and diverse history of this area and its people. If approved, it will create an ongoing living history for Indigenous culture, arts and ceremony, and provide educational opportunities for the general public. The Yarning Circle initiative is seen as a central point from which a series of cultural walk trails emanate, providing an ongoing project scope into the future.

The initial project steps include:

- Identify a suitable site (complete)
- Finalise the concept and present this to Council for approval (subject of this report)
- Create a detailed plan with perspectives and a Bill of Quantities
- Investigate and determine the community capacity to assist with the supply of materials, machinery and labour
- Seek funding opportunities

If Council endorses the Concept Plan, it is proposed to seek pledges from the community and other stakeholders, to provide the resources necessary to undertake the project.

## Consultation

The project concept was presented to Councillors at a briefing session in October 2022. The draft Concept Plan was outlined to Council in June 2023. Subject to Council approval, widespread community engagement will commence.

## Strategic Implications

Aspiration	People
Outcome 3	An inclusive and supportive community
Objective 3.4	Showcase and celebrate diversity

## Legislative Implications

Nil

## Policy Implications

Nil

## Financial Implications

Currently the space is maintained as a passive reserve, with minimal maintenance requirements. The Yarning Circle would be required to be maintained by the Shire following construction, and at the end of the asset life, components replaced. The maintenance requirements are not expected to have a significantly higher resource allocation than they are currently.

It is suggested that \$10,000 which is allocated to reconciliation activities in the 2023/24 draft Council Plan, be pledged to this project, as a starting point for the funding process. By utilising this allocation, there would be no impact to the draft 2023/24 Budget.

### Economic Implications

A yarnning circle has positive economic implications as it will provide an additional education based attraction for visitors. The Yarning Circle has potential to grow into a wider cultural trails based experience, which may also lead to business opportunities for First Nations people.

One of the aims of the project is to employ Indigenous artists in the creation and activation of the space.

### Social Implications

A Yarning Circle is a space for truth telling, storytelling and education. The proposal's vision is for a community scale Yarning Circle to be built alongside the Hotham River within the Boddington Memorial Park site. This is planned to be a community participatory project, one developed and realised with the help, resources, and skill, of the Boddington community.

A Yarning Circle is an important mechanism in Aboriginal and Torres Strait Islander Culture. It provides a safe space whereby individuals can share their knowledge, culture, insights, and opinions without any judgement.

Yarning Circles are known for being a place to talk, share, discuss, educate and have a yarn together, as well as being a place to build respectful relationships, and a space to enrich lives through educational experiences. This project seeks to gift the community of Boddington and its many visitors with an intentionally made community space that can be used for storytelling, and the celebration of the First Nations People's culture, ceremony and arts.

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	The Yarning Circle is proposed as a community participatory project, resulting in risks such as project governance and community engagement.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	The officer recommendation includes the requirement for an agreement to be endorsed prior to a final determination being made.

### Options

1. Support the draft Concept Plan in-principle
2. Determine that the Concept Plan needs amendment

### Voting Requirements

Simple Majority



**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 71/23**

**Moved: Cr I Webster**

**That Council:**

- 1. Endorse the Yarning Circle Concept Plan contained in Attachment 9.2.7A,**
- 2. Support the allocation of \$10,000 as detailed in the draft 2023/24 Council Plan to “Support reconciliation activities” to be utilised as seed funding for this project.**

**Seconded: Cr C Erasmus**

**Carried: 7/0**



# Boddington Community Yarning Circle

A project initiative of Boddington Elder Mr. Greg Thorn



Boddington exists within the country which has been home of the Indigenous Wilman peoples for over 45,000 years.

The Wilman peoples are one of the fourteen Noongar peoples that make up the greater Noongar Boodja ( the Noongar Nation) of the South-West of Western Australia

Throughout this time and on these lands the Wilman people have practiced their Culture and Customs; their *kaartdijin* (their knowledge) ; their family and kinship systems. Importantly, as custodians of the land the Wilman people maintain a jural responsibility to look after the health of country.

*“Mr. Greg Thorn stated that he believed there was an ochre site in the vicinity of Mokine Hill and that all the hills ( around Boddington) were linked by Dreaming stories which traditional people used as maps to travel across country and to direct them to ceremonial sites and camps ( Goode et al 2010)*

“A song-line is a story associated with a journey made by a spiritual ancestor. During this journey landscape and landmarks were formed, relationships were observed and established, mistakes were made, lessons were learnt, skills were developed, and the values of the community were established. A song-line has many meanings-for example, at one level a song-line is a map, and the story is embedded in the landscape. The multiple meanings of song-lines are revealed slowly over a lifetime, some are known only to a few elders. Song-lines are still walked and sung and, as such, are living narratives”. ( Dr Noel Nannup, Aboriginal Journey Ways )

The song-lines of country need to be kept alive, so as the land can be kept healthy. Joseph Northover describes land no longer cared for: “This land is ‘Bindardee’, meaning that there is no one looking after it; it is orphaned, abandoned...My heart, Ngany Kurt, is sad because of all this..”

This project, The Boddington Community Yarning Circle, initiated by Elder Greg Thorn, seeks to bring back the song-line of this area, a song-line that extends back thousands of years. By bringing back the song-line it can once again take its rightful place in our shared living history. It can be sung upon and walked on into our shared future.

This song line can connect us back to looking after country, to looking after the health of the river, to looking after the flora and fauna of this place.

*The first ancestor of this area was a brush tail wallaby. The wallaby ancestor was being hunted by a pack of dingoes. Eventually the dingoes pounced upon the ancestor and torn its body to pieces. These pieces the dingoes then scattered here and there. These scattered pieces of the first ancestor remain alive to this day as specific prominent and sacred places.*

“Mokine Hill ( Mt Saddleback is a regionally important mythological site of sacred significance to the Nyungar community. Nyungar oral history identifies Mokine Hill as created by powerful ancestral beings during the Dreaming and is a known creation place located on a regional song-line that includes all the major hills and water courses in Boddington .....

Mokine Hill has also been reported to be associated with rainmaking and male initiation ceremonies and is the home of mischievous small hairy spirit beings called Mummeries and a powerful Janak or devil spirit that punishes wrong doers for transgressions to Indigenous Law.”

( Huxtable et al, Nov 2017)



What is the story that this Yarning Circle seeks to tell;

It is the story that goes back some 45,000 years, arrives with us here today and will go on with our children and their children into our shared future.

It is a story of human endeavor and our relationship with the natural world that we inhabit.

It is a story from which we can learn of both our past achievements and our failures, so that we can tell the story forward and be proud of it. It is a story that passes on our hopes for future generations.

- It is a story of cultures, people and their place.
- It is a story of belonging, becoming and meaning
- It is a story of how we can protect biodiversity whilst providing for each other.
- It is a story of reconciliation and education.



When you see eagles, that's when you know the spirits are around... *Walich* are the spirit birds. You have to wait for the eagles to come, the spirits of Mokine, to tell us whether we are doing the right thing. That way we maintain a connection with all realms.... We're still connected with the land and the spirits”  
( Mr Northover 16/08/2017)

“It's the ecology of the natural world. It shouldn't be mucked up. Water is the veins that run through the land of mother earth. Water means survival for every living creature.” ( Ms. Hayden)

A Boddington creation story from the Dreaming.

*The first ancestor, a creation being, arrived in this place as the brush tail wallaby.*

*The wallaby was soon set upon and hunted by a pack of dingoes.*

*Running away the wallaby leapt from a granite outcrop and broke his leg ( Jennamartin).*

*The dingoes chased the brush tail wallaby further northwards to Moorlyamun ( a pool in the Hotham River near Ranford), to Midgapin ( a clearing north of Boddington)and along Chalk Brook ( created by the dingos' excreta).*

*The dingo's tore the creation being apart and the eye of the brush tail wallaby was squashed becoming Milkar Spring ( near Chalk Brook)*





“The Hotham River is a site of mythological significance due to its association with the Rainbow Serpent of Waugal beliefs. The significance of the Hotham River has been reported by the Nyungar community with several mythologies recorded whereby the water serpent emerged from the ground at Pumphreys Bridge near Wandering and travelled west, creating the river and other prominent landscape features at Boddington.” ( Goode and Yates 2008) The Hotham River is a registered site.

“The GKB Traditional Owners advised that they consider that the Hotham River and its immediate surrounds (within 30metres on either side of the high-water mark of the river) to be an Aboriginal heritage site of special importance and significance due to the belief that it was created by the Waugal and as a birthing place, a food and medicine source and a traditional, historical and contemporary camping ground” ( Huxtable et al, Nov 2017)



## Foods and Bush Tucker:

Quandong ( *Santalum acuminatum*)

Zamia Palms, nut ( *Macrozamia riedlei*)

Echidna, Goanna and goanna eggs

Emu and emu eggs, Duck and duck eggs

Possums, wallaby, bandicoot and kangaroos

Cobbler, marron, gilgies, native yam, shoals of minnows

Bloodroot, acacia seeds, bush potatoes



## Bush medicines:

Sap from the Marri tree (*Corymbia calophylla*)

Hakea bark



## Other uses:

Banksia cones used to transport fire;

*Wilghee* red clay for ceremony

Fishing spears from the stem of the Grass trees



## Fauna:

Kangeroos; Wallabies; Bandicoot; Mardo; Echidna; Pygmy Possum ( *Cercartetus concinnus*); Honey Possum ( *Tarsipes rostratus*); Chudditch or Western Quoll (*Dasyurus geoffroyi*); Phascogales (*Tapoatafa wambenger*); Red-Tail Black cockatoos (*Calyptorhynchus banksia naso*); Frogs; Geckos; Skins; Lizards; Dragons; Monitors; Snakes; over 81 species of birds;

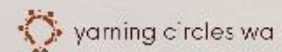


DRAFT CONCEPT SET  
SHIRE OF BODDINGTON  
YARNING CIRCLE

LOCATION PLAN	Pg 2
CONCEPT PLAN	Pg 3
CONCEPT SKETCHES	Pg 4-6
EXAMPLE IMAGES	Pg 7



A PROJECT INITIATIVE OF BODDINGTON ELDER MR. GREG THORN



The Yarning Circle's proposed site is within the Boddington Memorial Park.

This site, alongside the Hotham River, is an historically and mythologically significant place for Aboriginal people.

It seems a perfect place to celebrate over 45,000 years of Indigenous history on these lands.





**EXISTING SITE PLAN**

NTS N  
 DRAWN: TERRY FARRELL  
 DESIGN: NATURE BASED PLAY

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


EXISTING SITE PHOTOS



A project initiative of  
Boddington Elder Mr. Greg Thorn

**CONCEPT PLAN**

SCALE 1:200    N:   
DRAWN: TERRY FARRELL  
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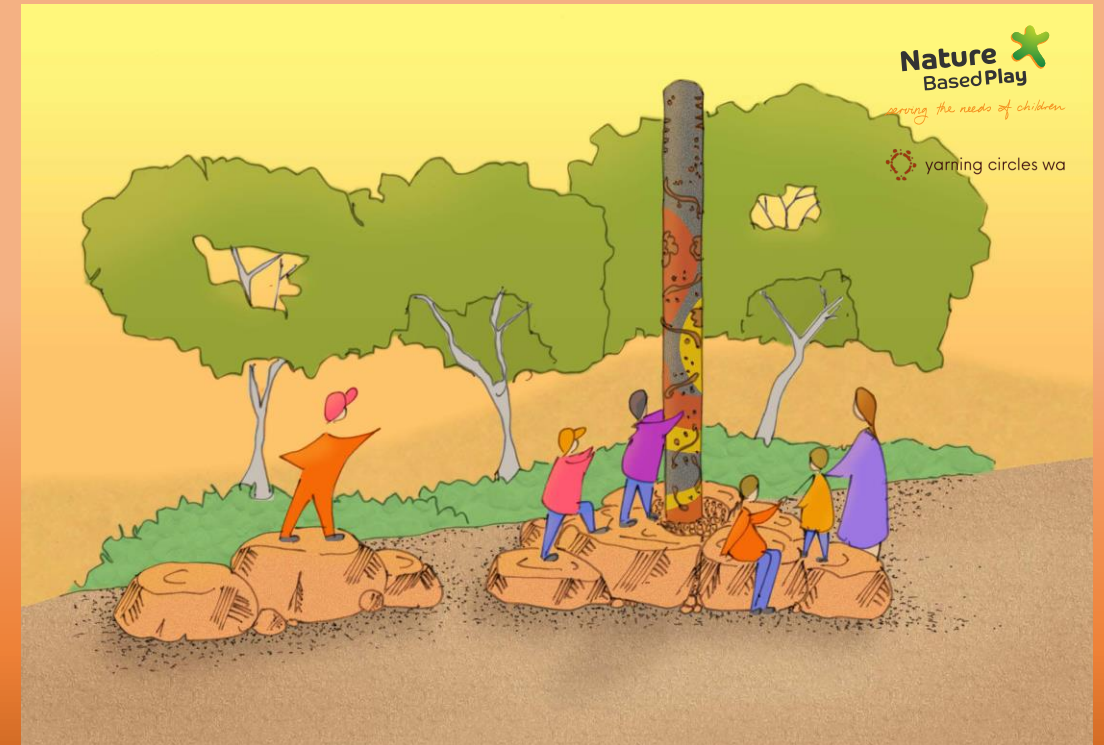


CONCEPT SKETCH

NOT TO SCALE  
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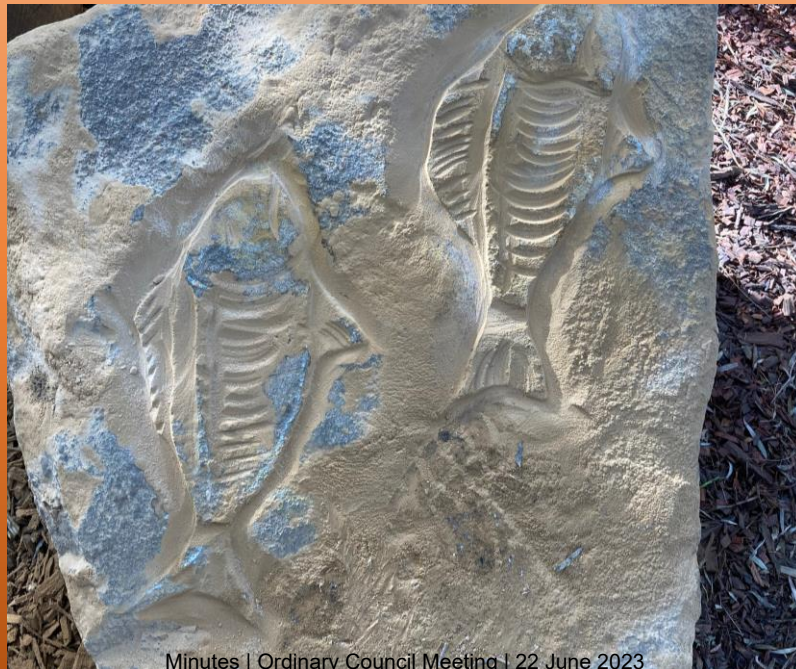
A project initiative of  
Boddington Elder Mr. Greg Thorn

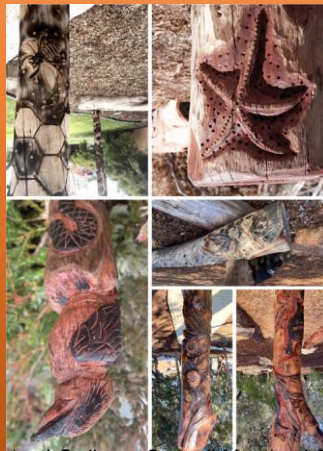


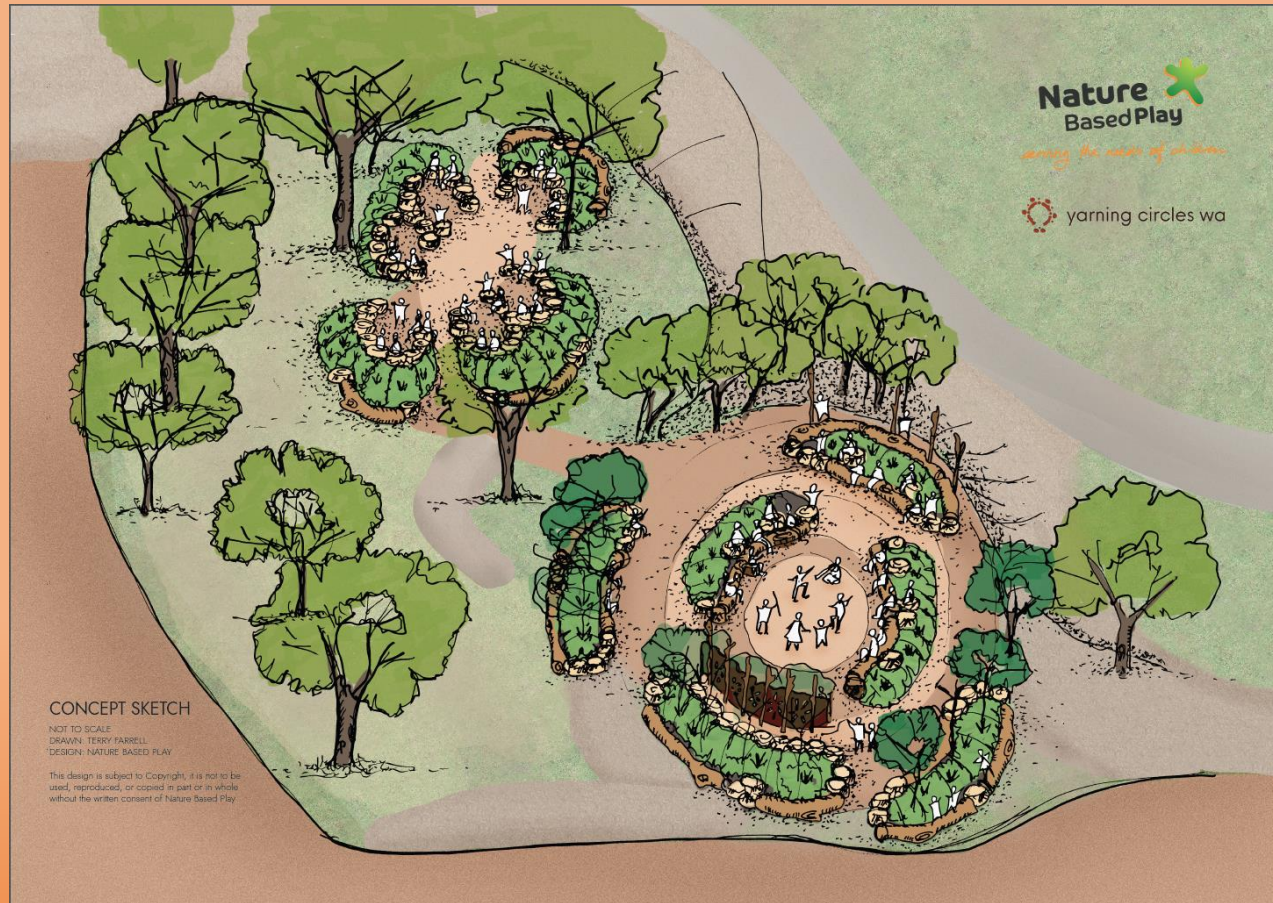
A project initiative of  
Boddington Elder Mr. Greg Thorn











# Boddington Community Yarning Circle

A project initiative of  
Boddington Elder Mr. Greg Thorn

COMMUNITY CONTRIBUTIONS LIST:  
MATERIALS; MACHINERY; SKILLED AND  
UNSKILLED LABOUR

## COMMUNITY INPUTS LIST: MATERIALS

25 x Large Ground logs. Approx: 3.5m – 5m long. Diam: 300mm – 600mm. Termite resistant curved and forked if possible ( Jarrah; Wandoo; Larger section Tuart)



20 x Large Timber stumps: Approx: 750mm – 900mm long. Diam: 500mm – 900mm. Termite resistant

30 x Small, movable, timber steppers. Approx: 200-400mm long. Diam: 300 – 500mm



20 x Timber verticals: Approx: 2.5m – 3m long. Diam: 150mm – 220mm. Termite resistant



6 x Timber Giant: Approx: 2.2m long x 500-900mm diam.

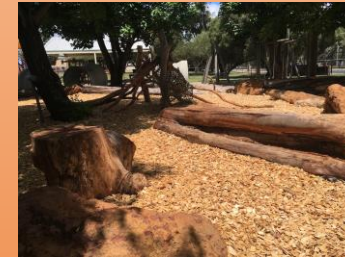


## COMMUNITY INPUTS: MATERIALS, continued

115 x Rocks: Large rocks liftable by bobcat. Approx: 500 kg to 1 ton. Approx: 0.6 to 1m diam.  
Prefer flat on one side



60m<sup>3</sup> Selected mulch: Weed and contaminate free. Non-toxic species. Fine cut and small chip size



150m<sup>3</sup> Selected fill: For creating mounds, some can come from site earthmoving

Pathways: Approx. 250M<sup>2</sup> colored and cement stabilized and compacted coarse river stone fines

13 x trees: Eucalyptus Victrix or similar mallee suitable to provide shade and suitable to climatic conditions. Mini gums



100 Bush tucker and bush medicine plants

**One: Bush Tucker Perennial Herbs with Tubers**  
(Tuberous plants, perennial herbs, dying off in summer and reshooting in winter.)

WESTERN AUSTRALIAN SPECIES		
1.	<i>Bolboschoenus caldwellii</i>	Marsh Club-rush
2.	<i>Burchardia congesta</i>	Milk Maids
3.	<i>Caesia micrantha</i>	Pale Grass-lily
4.	<i>Chaemascilla corymbosa</i>	Blue squill
5.	<i>Cyanogeton huegelii</i>	Water Ribbons
6.	<i>Dichopogon capillipes</i>	
7.	<i>Dichopogon fimbriatus</i>	Chocolate Lily
8.	<i>Dichopogon preissii</i>	Chocolate Lily
9.	<i>Dioscorea hastifolia</i>	Spear leaved Dioscorea
10.	<i>Haemodorum Spp.</i>	Bloodroot
11.	<i>Schoenoplectus validus</i>	Lake Club-rush
12.	<i>Sowerbaea laxiflora</i>	Purple tassels

**Kara**  
**Karhrh**  
**Warrine**  
**Mardja**

## COMMUNITY INPUTS: MATERIALS, MACHINERY AND EQUIPEMNT

- MATERIALS:** Concrete: Approx. 2m<sup>3</sup> of concrete suitable for footings.
- TOOLS:** 4 x wheelbarrows; 4 x shovels; 5x rakes; power leads; water hose.
- MACHINERY:** Cement mixer; bobcat and excavator that can lift and place rocks and logs to 1 ton; Transportation trucks ( rocks and logs)  
Excavator to create mounds and swales
- LABOUR:** Bobcat driver; Mulching crew; planting crew; general landscape labor; skilled timber worker
- OTHER:** Retic to supply water to new plants, trees ? ( Best to plant tube stock at the start of winter and hand water through summer as required)

### Construction Sum:

The estimated budget range if the project was fully supplied and installed by an independent contractor would be in the \$280,000 + gst to \$300,000 + gst range  
(This does not include the repair and new works to the existing 6 totem poles)

# THE WORLD'S OLDEST LIVING CULTURE

Step into the Dreamtime and learn about the ancient dreaming trail 'the Songline' of the Wilman tribe in Nyoongar country with Kaarak Dreaming. Aboriginal elder and cultural custodian, Maitland Hill, shares his beautiful culture with visitors through cultural tours and inspired artwork. These immersive experiences leave you with a wealth of insights into Dwellingup's natural attributes a feel truly connected to boodja (country).



## CULTURAL TOURS

Discover the deep connection Dwellingup has in Aboriginal culture with a unique tour with Kaarak Dreaming. Set in a natural bush environment, Maitland plays the didgeridoo and tapping sticks, welcoming you to country in his native language. Share the knowledge about the gifts of the earth, identifying bush medicine, tasting bush tucker, learning traditional hunting techniques, and understanding the power of Dreamtime stories.

## CEREMONIES & EVENTS

Welcome to Country is a ceremony performed by Indigenous Australian Elders to welcome visitors to their traditional land. It can take many forms, including singing, dancing, smoke ceremonies or a speech, depending on the particular culture of the Traditional Owners. As the Nyoongar Elder for Dwellingup, Maitland performs these important ceremonies at public events.







# The Real Australian Story

KOJONUP WEATHER



5°C  
overcast clouds

Language



A+ A-

- What To Do
- Plan Your Visit
- Our Story
- Reconciliation Experience
- Contact Us



# The Real Australian Story

KOJONUP WEATHER



5°C  
overcast cloud

Language



A+ A-

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- Reconciliation Experience
- Contact Us

Search

Home > Reconciliation Experience > Our Reconciliation Experience

Reconciliation Experience

Our Reconciliation Experience

The Kodja Place: A Tool for Reconciliation



ABC RN 'Encounter' interviews local Noongar Elders; the campfire at Yoondi's Mia Mia provided a wonderful, shared space during the creation of The Kodja Place – now it's a great space for visitor's too! Photos: Wendy Thorn.

## Our reconciliation experience

### Intertwining stories and new friendships

In **The Kodja Place: a tool for reconciliation** we describe the combined effort of Kojonup's Noongar-Indigenous and Wadjela (non-Indigenous) communities to create The Kodja Place. We also outline the wonderful outcomes of this joint initiative, including the public acknowledgement of the struggles and achievements of the local Noongar people since European settlement, the development of original storytelling approaches, a stronger sense of shared ground, and new friendships.

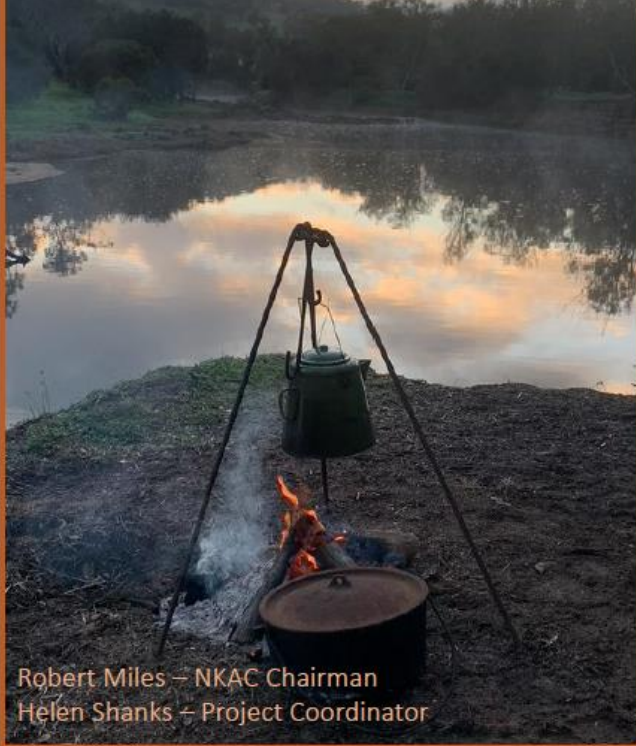
### Find more here

The **ABC Radio National 'Encounter'** program *'Place of Axe – Place of Water – Place of Healing?'*, about our local Noongar history and the cross-cultural creation of The Kodja Place, was very popular with listeners. Click the play button below to listen to the audio, or follow the links to the [transcript](#).

[Play](#) Listen to Place of Axe - Place of Water - Place of Healing?

Note: 'Kodja' and 'kodj' are pronounced in the Noongar way – 'koitch'.

2022 WALGA Forum  
 Kanan - Dhabagarn – Wabirriny  
 (Truth – Justice – Healing)



Robert Miles – NKAC Chairman  
 Helen Shanks – Project Coordinator

# Gnulla Karnany Waangkiny

Our Truth Telling

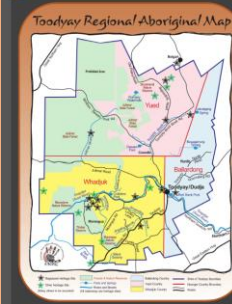
Shire of Toodyay

Noongar Kaartdijin Aboriginal Corporation



Kaya, wanju nidja Noongar boodja

Hello, welcome to Noongar country



The Shire of Toodyay is in a unique location  
 Yued, Ballardong & Whadjuk boodja

- Noongar moort (family) moved across this boodja (land) for 45,000 years
- Following creation song-lines
- Trading goods
- Hunting and gathering food & medicine
- Attending to cultural responsibilities
- All throughout the six bonar (seasons)

*Traditionally boundaries were not lines on a map*



Sharing with Community  
 Toodyay Herald  
 Cultural Events  
 Since 2018



TRADITIONAL LIFE  
 Noongar Presence  
 Gnulla Weirn  
 Food Preparation  
 Practices & Protocol  
 @ Newcastle Gaol Museum

**NOONGAR PRESENCE - PRE COLONISATION**

...the Noongar people were the dominant group in the region...

**GNULLA WEIRN - A TIME BEFORE TIME**

...the Gnulla Weirn was a significant site for the Noongar people...

# BALLARDONG NOONGAR WAANGKANY

- BALLARDONG NOONGAR DICTIONARY -

KETI YONGA DEMMA WORNT KWERR  
 TJAK NERNAM NGOT NBANK WORNT  
 BAIYAT DTUDIT DJAK DERL-DIRI YAKAI KWIEWOK BAAL  
 MUNUK KWABADAK KADA NOORT WAITCH NYINDEE DAARWET  
 DJERAN JENNA MANGART MULAWU NYORNI DILLABERT WANTU  
 GNAMMA WEEKLUK TEERP DIANDA WORNT KAKK MAR  
 DIRDONG GWAYL KARLUK DAR WARK BALAY  
 WORNT WORNT BOORN MIWA BAALUP NGEEN  
 WINYARN WORNT WORNT KAEN MAAM-MARANG NARRNUK  
 JANARK MOORDIT MOORT BWONKA  
 WABINY NYETT MOORT DYTCH MOORT WORNT  
 YALYA KWOBADAK MOOLY KWONT CHOO CHOO BUNURU BOYA

## HISTORY OF NOONGAR LANGUAGE & IDENTITY

Through the 1800s and up to the mid-20th century, Noongar children weren't allowed to speak their language in schools and missions. While missions set out to break the chain of learning Noongar culture and language, grouping Noongar people together allowed parents and Elders to continue to pass language on to the younger generation. In this way, Noongar language has been kept alive.

In the 20th century, if a Noongar person wanted to become a citizen, he or she had to renounce their Noongar identity and were not permitted to speak their language or communicate with family or friends. This was orchestrated by the government of the day to abolish Noongar language and identity. Many people however, rejected citizenship, because they were not prepared to give up their Noongar culture.

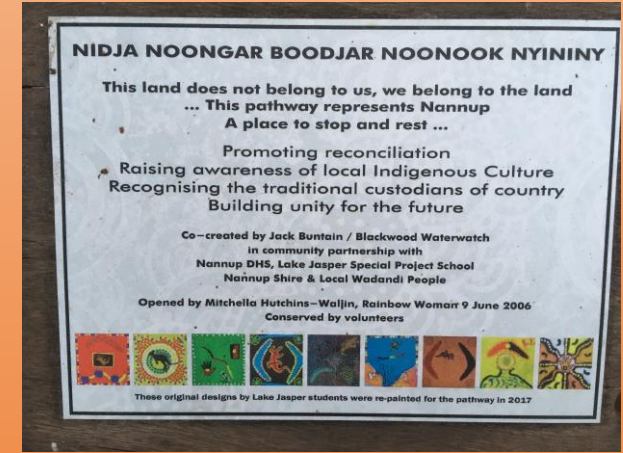
Doolan Leisha Eatts talks about Badjaling Reserve and how the missionaries stopped the children from speaking Noongar.

“ And that was only one thing, the other thing was to teach ‘em not to talk in their language, to teach ‘em to talk in the English ”

- Doolann Leisha Eatts, oral history, SWALSC, 2003





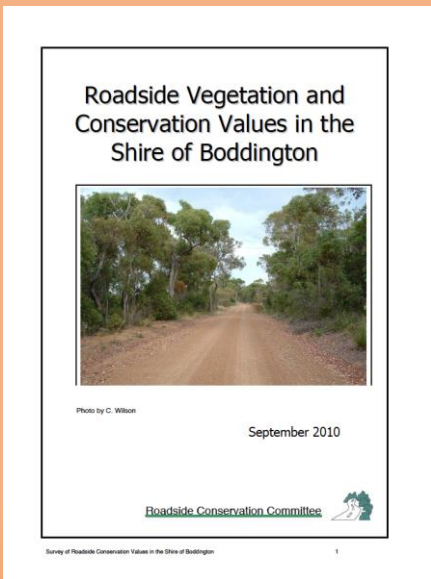




## Environment

Uplifting Aboriginal land-management practises, to support the restoration of degraded lands and waterways, whilst teaching communities about their responsibility to 'care for everything'.





BUSH TUCKER

PLANTS FOR YOUR GARDEN

AND YOUR PLATE

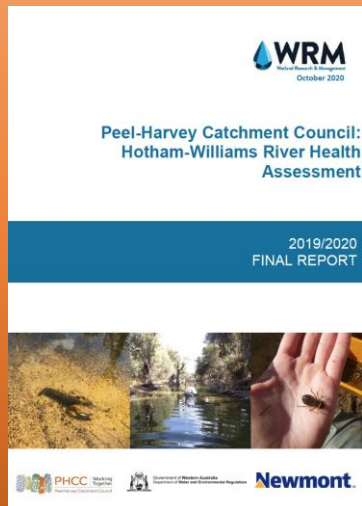
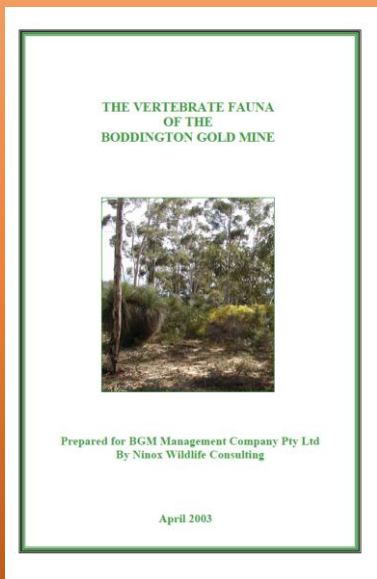
AUSTRALIAN INDIGENOUS  
 DESIGN CHARTER - Communication Design  
 Protocols for sharing Indigenous knowledge in communication design practice

Indigenous Architecture and Design Victoria (IADV)  
 Design Institute of Australia (DIA)  
 Deakin University - Institute of Koorie Education (IKE)  
 - School of Communication and Creative Arts (SCCA)



Consultation:

- Mag Hill
- Greg Thorn
- Errol Thorn
- Deb Thorn
- Dr Noel Nannup
- Joe Collard
- Gnaala Karla Booja Aboriginal Corporation
- Amanda Yates
- Ray Farmer



LOGO

WHADJUK ABORIGINAL CORPORATION  
 CULTURAL ADVICE POLICY

Compiled by: BWALBC  
 Issue date: 17 May 2021  
 (Regional Corporation for Whadjuk Region)



## 9.2.8 Adoption of Legislative Compliance and Internal Control Policies

File Reference:	2.015
Applicant:	Nil
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.8A - Draft Legislative Compliance Policy 9.2.8B – Draft Internal Control Policy

### Summary

Council is requested to consider and adopt two policies, being the Legislative Compliance and Internal Control policies.

### Background

In 2022, Moore Australia completed a Financial Management Systems Review and Risk Management (Regulation 17) Review on behalf of the Shire of Boddington. Two new policies were suggested for development, being an Internal Control Policy and a Legislative Compliance Policy.

The recommendation from the auditors included the following statements:

- We suggest an internal control policy be formulated and adopted to formalise Council's commitment and approach to internal controls, based on a risk management process.
- Development and adoption of a legislative compliance policy may help formalise Council's commitment and approach to legislative compliance.

In order to fulfil both of these recommendations, two policies have been drafted for Councils consideration and approval.

### Comment

The Legislative Compliance Policy seeks to ensure that the Shire has appropriate processes and structures to ensure that legislative requirements are achievable and are integrated into the everyday running of the Shire. The principles set out in this Policy, aim to:

- a) Prevent, and where necessary, identify and respond to breaches of laws, regulations, codes or organisational standards occurring in the organisation.
- b) Promote a culture of compliance within the organisation; and
- c) Assist the Council in achieving high standards of governance.

The Internal Control Policy is intended to ensure that the Shire is effectively and efficiently managed, and that its resources are not misused or misappropriated. Internal control is not limited to financial matters. An effective internal control environment will provide the means by which the Shire can successfully address and mitigate many risks.

The adoption of the attached Policies will satisfy the recommended actions from the Financial Management Systems and Risk Management Reviews.

### Consultation

Nil

### Strategic Implications

Aspiration                      Performance



Outcome 12 Visionary Leadership and Responsible Governance  
 Objective 12.1 Maintain a high standard of leadership, corporate governance and customer service.

Legislative Implications

*Local Government Act 1995*  
*Land Administration Act 1997*

Policy Implications

The recommendation proposes two new Policies.

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The key risk is not having a clear framework and approach in place to facilitate high levels of governance regarding legislative compliance and internal controls. Without a Policy for each of these matters, the approach and responsibilities may be ambiguous.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputation
Risk Action Plan (controls or treatment proposed)	Nil

Options

Council can resolve to:

1. Adopt the Policies as presented
2. Amend the Policies
3. Decline to adopt the Policies

Voting Requirements

Simple Majority

**Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 72/23**

**Moved: Cr C Erasmus**

**That Council adopt the Legislative Compliance and Internal Control Policies in accordance with Attachment 9.2.8A and 9.2.8B.**

**Seconded: Cr I Webster**

**Carried: 7/0**

### Purpose

The purpose of this Policy is to ensure that appropriate internal controls are implemented in order to:

1. Fulfil the statutory obligations under the Local Government (Financial Management) Regulations 1996 and the Local Government (Audit) Regulations 1996, and
2. Ensure that the Shire of Boddington's (Shire's) assets are safe from loss due to fraud and mismanagement.

### Scope

This Policy applies to all aspects of Shire business.

### Definitions

Term	Meaning
Policy	This the Shire of Boddington policy titled "Internal Control"
Internal Controls	<p>Generally classified as:</p> <ul style="list-style-type: none"> <li>• Preventative – prevent errors and irregularities from happening in the first place</li> <li>• Detective – detect errors and irregularities that may have occurred or be occurring now</li> <li>• Corrective – correct errors and irregularities already detected.</li> </ul> <p>e.g. Code of Conduct, Detection Programs, Supervision, Audits, Awareness Raising Activities etc.</p>

### Policy Statement

That Council, through the Chief Executive Officer, is to ensure that appropriate and efficient internal controls are in place covering:

1. Staffing and segregation of duties;
2. Information technology;
3. Documents procedures and processes covering the recording, reporting, and authorisation or transactions; and
4. Monitoring performance and adherence.

Integrity Policies and Procedures, as well as audits, are a fundamental part of any integrity framework.

Policies and Procedures:

- Set and communicate expectations;
- Explain how integrity risks are managed;
- Encourage consistency and proportionality in decision making;
- Provide information to stakeholders about how decisions are made; and
- Foster stability and business continuity, even during periods of change.

### Roles and Responsibilities

Council is responsible for the Internal Control Policy.

The Chief Executive Officer (CEO) is accountable to Council for the development and implementation of appropriate systems to achieve accountability and integrity, to provide support for the development and implementation of appropriate systems and to report to the Council on internal control effectiveness. The CEO is expected to promote a best practice approach in support of effective business practices and properly functioning controls.

Employees are responsible for conducting their duties in accordance with internal control policies, procedures and practices of the Shire. They are also responsible for reporting to Management instances where they consider that internal control procedures are inadequate or are not being met.

---

<b>Responsible Officer</b>	Chief Executive Officer
<b>History</b>	Adopted xx xxxx xxxx (Resolution XX/XX)
<b>Delegation</b>	
<b>Relevant Legislation</b>	Local Government (Financial Management) Regulations 1996, Local Government (Audit) Regulations 1996.
<b>Related Documentation</b>	Council Policy Risk Management

#### Purpose

The purpose of this Policy is to ensure that the Shire of Boddington (Shire) complies with legislative requirements.

---

#### Scope

This Policy applies to all Shire of Boddington Councillors and employees.

---

#### Definitions

Term	Meaning
Policy	This the Shire of Boddington policy titled "Legislative Compliance".
Senior Management	An employee who is responsible for a business unit of the Shire.

---

#### Policy Statement

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

- Develop and maintain a system for identifying the legislation that applies to the Shire's activities;
- Assign responsibilities for ensuring that legislation and regulatory obligations are fully implemented;
- Provide training for relevant employees and Council members in the legislative requirements that affect them;
- Provide people with the resources to identify and remain up to date with new legislation;
- Establish a mechanism for reporting non-compliance;
- Review situations where there may have been non-compliance; and
- Review audit reports, incident reports, complaints, and other information to assess how the systems of compliance can be improved.

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

#### Roles and Responsibilities

Council and Committee Members Have a responsibility to be aware of and abide by legislation applicable to their role.

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

Employees Have the duty to seek information on legislative requirements applicable to their area of

---

work, and to comply with the legislation. Employees are to report, through their supervisors to Senior Management, any areas of non-compliance that they become aware of.

If appropriate, the Chief Executive Officer will, on receipt of advice of legislative amendments, advise Council on new or amended legislation.

All incidents and complaints of non-compliance are to be reviewed. Such reviews will assess compliance with legislation, standards, policies, and procedures that are applicable.

---

<b>Responsible Officer</b>	Chief Executive Officer
<b>History</b>	Adopted xx xxxx xxxx (Resolution XX/XX)
<b>Delegation</b>	
<b>Relevant Legislation</b>	Local Government (Audit) Regulations 1996
<b>Related Documentation</b>	

## 9.3 CORPORATE SERVICES

### 9.3.1 Payment Listing

File Reference:	3.0070
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Finance Administration Officer
Attachments:	9.3.1A List of Payments ending 31 May 2023

#### Summary

The list of payments for May 2023 is presented for noting by Council.

#### Background

Council has delegated the Chief Executive Officer the exercise of its power to make payments from the Shires municipal fund and the trust fund.

In exercising their authority, and in accordance with the Local Government (Financial Management) Regulation, it is a requirement to produce a list of payments made from Councils Municipal Fund and Trust Fund bank accounts to be presented to Council for the purposes of noting, in the following month.

#### Comment

The List of Payments have been made in accordance with Council's adopted budget, and statutory obligations.

#### Consultation

Nil

#### Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.2	Responsibly manage the Shire's finances, human resources and assets

#### Legislative Implications

*Local Government (Financial Management) Regulations 1996 - Reg 13*

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
  - (a) the payee's name; and
  - (b) the amount of the payment; and
  - (c) the date of the payment; and
  - (d) sufficient information to identify the transaction.

#### Policy Implications

Nil

### Financial Implications

As disclosed within the payment listing.

### Economic Implications

Nil

### Social Implications

Nil

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	Failure to present a detailed listing of payments made from the Shire bank accounts in the prescribed form would result in non-compliance with the Local Government (Financial Management) Regulations 1996, which may result in a qualified audit.
Risk Rating (prior to treatment or control)	Minor
Principal Risk Theme	Reputational / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

### Options

1. Council may choose to receive the list of payments reports as presented.
2. Council may choose not to receive the list of payment reports as presented.

### Voting Requirements

Simple Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 73/23**

**Moved: Cr C Erasmus**

**That Council receive the list of payments for the period ending 31 May 2023 as presented.**

**Seconded: Cr A Ryley**

**Carried: 7/0**



**SHIRE OF BODDINGTON - LIST OF PAYMENTS - MAY 2023**

Chq/EFT	Date	Name	Description	Amount
EFT25085	18/05/2023	SHIRE OF BODDINGTON	BRB LEVY COMMISSION FOR APRIL 2023	15.00
EFT25086	18/05/2023	DEPARTMENT OF MINES,INDUSTRY REGULATION AND SAFETY	BSL PAYMENT APRIL 2023	216.55
			<b>Total</b>	<b>231.55</b>
17683	02/05/2023	DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONAL DEVELOPMENT	NON FARMING PIG REREGISTRATION	76.50
EFT25048	05/05/2023	CROSSMAN HOT WATER & PLUMBING	PLUMBING WORK AT THE OLD DEPOT	5,675.50
EFT25049	05/05/2023	BODDINGTON TYRE SERVICE	TYRE REPAIRS	110.00
EFT25050	05/05/2023	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	573.59
EFT25051	05/05/2023	PORTER CONSULTING ENGINEERS	UPDATE OF STAGE 1 & STAGE 2 DRAINAGE REPORT	4,807.00
EFT25052	05/05/2023	SEEK LIMITED	ADVERTISING - JOB VACANCIES	1,688.50
EFT25053	05/05/2023	RYLAN CONCRETE	KERBING CLUB DRIVE & POLLARD STREET	9,083.25
EFT25054	05/05/2023	J M SALES	BG 86Z BLOWERS	729.30
EFT25055	05/05/2023	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	298.16
EFT25056	05/05/2023	DEPARTMENT OF THE PREMIER AND CABINET	PUBLISHING OF EXTRACTIVE INDUSTRIES LOCAL LAW IN GOVERNMENT GAZETTE	1,876.60
EFT25057	05/05/2023	BODDINGTON MOTEL	ACCOMMODATION - LAWYER ANTHONY QUAHE	150.00
EFT25058	05/05/2023	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES APRIL 2023	1,498.75
EFT25059	05/05/2023	VOLT AIR PTY LTD	TESTING RCD'S, EMERGENCY LIGHTS & CLEANING OF AIR CONDITIONERS	3,256.00
EFT25060	05/05/2023	ZIRCADATA PTY LTD	STORAGE FEES	96.72
EFT25061	05/05/2023	BODDINGTON DIESEL SERVICES PTY LTD	REPAIRS TO GRADER	912.08
EFT25062	05/05/2023	BODDINGTON MINI SKIPS	COLLECTION & CLEANING OF TOWN BINS FOR APRIL 2023	2,425.00
EFT25063	05/05/2023	RIGHTWAY GARAGE DOORS PTY LTD	REPAIRS TO FIRE BRIGADE SHEDS	2,045.00
EFT25064	05/05/2023	RURAL AND REGIONAL ECONOMIC SOLUTIONS	CONSULTING SERVICES - AGED ACCOMMODATION PROJECT	3,784.00
EFT25065	05/05/2023	SHERRIN RENTALS PTY LTD	HIRE OF DRUM ROLLER	4,516.05
EFT25066	05/05/2023	RINGCENTRAL INC	MONTHLY TELEPHONE SUBSCRIPTION FEE	841.50
EFT25067	05/05/2023	PROMPT SAFETY SOLUTIONS	QUARTERLY WHS SERVICE TOOLBOX MEETING	1,210.00
EFT25068	05/05/2023	J & M REID EARTHMOVING PTY LTD	HIRE OF BOBCAT	2,541.00
EFT25069	05/05/2023	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	382.66
EFT25070	05/05/2023	THALIA KAMBOURIS	REIMBURSEMENT FOR COUNCIL PURCHASES	55.94
EFT25071	05/05/2023	NOUREEN ANSARI	REFUND OF BOND 25 FARMERS AVE	630.00
EFT25072	05/05/2023	INTERFIRE AGENCIES PTY LTD	PROTECTIVE WEAR	209.00
EFT25073	05/05/2023	BELINDA KNIGHT	CONSULTANCY SERVICES - RATE REVIEW	2,722.50
EFT25074	05/05/2023	GFG TEMPORARY ASSIST	TEMPORARY PERSONNEL SUPPORT - TONIA BELLOS	3,666.58
EFT25075	05/05/2023	TIMBER INSIGHT PTY LTD	PREVENTATIVE MAINTENANCE AND WORKS TO BRIDGE 3090	10,670.00
EFT25076	05/05/2023	SARU KATUWAL	REFUND OF BOND 25 FARMERS AVE	630.00
EFT25077	05/05/2023	STEWART & HEATON PTY LTD	PROTECTIVE WEAR	100.41
EFT25078	05/05/2023	AVON WASTE	RUBBISH SERVICES APRIL 2023	6,464.30
EFT25079	05/05/2023	MOORE AUSTRALIA (WA) PTY LTD	FINANCIAL/MANAGEMENT REPORTING WORKSHOP	2,596.00
EFT25080	05/05/2023	BODDINGTON SES	REIMBURSEMENT FOR THE SES	1,988.91
EFT25081	05/05/2023	SOILS AINT SOILS	LANDSCAPE MIX	1,008.00
EFT25082	05/05/2023	THE LOCK MAN SECURITY	PADLOCK FOR REC CENTRE KITCHEN	134.00
EFT25083	09/05/2023	NEWMONT BODDINGTON GOLD	RENT FOR 3 PRUSSIAN WAY	1,300.00
EFT25084	09/05/2023	SAFETYQUIP PERTH NORTH	SAFETY EQUIPMENT FOR AUSTRALIA DAY	1,693.45
EFT25087	19/05/2023	AUSTRALIA POST ACCOUNTS RECEIVABLE	POSTAGE FOR APRIL 2023	383.08
EFT25088	19/05/2023	CROSSMAN HOT WATER & PLUMBING	PLUMBING WORK AT THE OLD SCHOOL	748.00
EFT25089	19/05/2023	WESTERN AUSTRALIAN LAND INFORMATION	COPY OF LAND DOCUMENTS	56.40
EFT25090	19/05/2023	BODDINGTON TYRE SERVICE	NEW TYRES BT015	601.00
EFT25091	19/05/2023	EDGE PLANNING & PROPERTY	PLANNING SERVICES FOR APRIL 2023	3,607.30
EFT25092	19/05/2023	SEEK LIMITED	ADVERTISING JOB VACANCIES	324.50
EFT25093	19/05/2023	FULTON HOGAN INDUSTRIES PTY LTD	ROAD WORKS	114,228.55
EFT25094	19/05/2023	NEWMONT BODDINGTON GOLD	RENT FOR 25 FARMERS AVE	1,300.00
EFT25095	19/05/2023	BANNISTER EXCAVATIONS PTY LTD	GRADER HIRE FOR VARIOUS LOCATIONS	24,939.75
EFT25096	19/05/2023	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE REC CENTRE	10,913.50
EFT25097	19/05/2023	DEPARTMENT OF PLANNING, LANDS AND HERITAGE	DOCUMENT LODGEMENT FEE FOR EASEMENT FOR WATER RETICULATION SERVICES	1,494.60
EFT25098	19/05/2023	FINISHING WA	BINDING OF COUNCIL MINUTES	458.15
EFT25099	19/05/2023	THE FOOD BOSS	CATERING SERVICES	2,450.00
EFT25100	19/05/2023	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES FOR APRIL 2023	300.00
EFT25101	19/05/2023	COMMON GROUND TRAILS PTY LTD	BODDINGTON MOUNTAIN BIKE TRAILS	3,905.00
EFT25102	19/05/2023	DESNIE EUGENE SMALBERGER	COUNCILLOR ALLOWANCES	2,136.75
EFT25103	19/05/2023	CIVIC LEGAL PTY LTD	LEGAL SERVICES	43,909.49
EFT25104	19/05/2023	MAHJAE PTY LTD (TRADING AS WHITNEY)	BUSINESS CASE FOR TOWN CENTRE REVITALISATION	16,819.00
EFT25105	19/05/2023	J & M REID EARTHMOVING PTY LTD	MACHINE HIRE FOR CARTING GRAVEL	11,385.00
EFT25106	19/05/2023	ANDREW THOMAS RYLEY	COUNCILLOR ALLOWANCES	1,579.00
EFT25107	19/05/2023	THE DOUBLE SHOT CAFE	CATERING SERVICES	200.00
EFT25108	19/05/2023	FUTURETECH BUSINESS SYSTEM P/L T/AS SOS	PHOTOCOPIER CHARGES	635.04
EFT25109	19/05/2023	CARPET CALL WA	16 BLUE GUM CL - NEW CARPET	4,300.00
EFT25110	19/05/2023	BWP BUILD & LANDSCAPE PTY LTD	PREPARATION OF TODDLERS PLAYGROUND	6,077.50
EFT25111	19/05/2023	GFG TEMPORARY ASSIST	TEMPORARY PERSONNEL SUPPORT - TONIA BELLOS	3,685.00
EFT25112	19/05/2023	NATURE BASED PLAY	YARNING CIRCLE PROJECT	4,400.00
EFT25113	19/05/2023	REGIONAL EARLY EDUCATION &	STAFF FOR THE ELC	6,335.31
EFT25114	19/05/2023	MANDURAH PSYCHOLOGICAL SERVICES PTY	EAP SERVICE FEE	225.50
EFT25115	23/05/2023	AUSTRALIAN TAXATION OFFICE (FBT)	FBT RETURN 2023	5,665.78
EFT25116	23/05/2023	AUSTRALIAN TAXATION OFFICE (BAS)	BAS APRIL 2023	48,714.00
EFT25117	25/05/2023	I SWEEP TOWN AND COUNTRY	STREET SWEEPING	2,310.00
EFT25118	25/05/2023	OFFICEWORKS BUSINESS DIRECT	WHITEBOARD	498.93
EFT25119	25/05/2023	CROSSMAN HOT WATER & PLUMBING	PLUMBING WORK AT THE CARAVAN PARK	4,020.50
EFT25120	25/05/2023	WESTERN AUSTRALIAN LAND INFORMATION	VALUATION ROLL MINING TENEMENTS	771.00
EFT25121	25/05/2023	ADVANTAGE ENVIRONMENTAL PEST CONTROL	PEST CONTROL - VARIOUS LOCATIONS	804.10
EFT25122	25/05/2023	J M SALES	POLE PRUNER SERVICE	2,539.35
EFT25123	25/05/2023	MARKET CREATIONS PTY LTD	SUPPORT HOURS COUNCIL CONNECT WEBSITE SOLUTION	1,540.00
EFT25124	25/05/2023	DANTHONIA DESIGNS	INSTALLATION OF BODDINGTON LED SIGN	13,982.10
EFT25125	25/05/2023	CARDILE INTERNATIONAL FIREWORKS PTY LTD	FIREWORKS DISPLAY - SUMMER BY THE RIVER	8,800.00

**SHIRE OF BODDINGTON - LIST OF PAYMENTS - MAY 2023**

<b>Chq/EFT</b>	<b>Date</b>	<b>Name</b>	<b>Description</b>	<b>Amount</b>
EFT25126	25/05/2023	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES	5.50
EFT25127	25/05/2023	EMERGE ASSOCIATES	BODDINGTON TOWN CENTRE REVITALISATION PLAN	16,500.00
EFT25128	25/05/2023	BITCHIN' KITCHEN	CATERING SERVICES	1,600.00
EFT25129	25/05/2023	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCY SERVICES APRIL 2023	143.00
EFT25130	25/05/2023	CIVIC LEGAL PTY LTD	LEGAL SERVICES	26,084.30
EFT25131	25/05/2023	JEFF ATKINS	REIMBURSEMENT FOR PHONE ACCOUNT	220.00
EFT25132	25/05/2023	MINING AG CIVIL HOSE & FITTINGS	REPAIRS TO KOMATSU LOADER	259.00
EFT25133	25/05/2023	BODDINGTON POST OFFICE & STORE	STATIONERY ITEMS FOR APRIL 2023	430.75
EFT25134	25/05/2023	SATIO PTY LTD	REPAIRS TO CCTV - MEDICAL CENTRE	148.50
EFT25135	25/05/2023	BODDINGTON SUPERMARKET PTY LTD	YOUTH CENTRE PURCHASES FOR APRIL 2023	403.85
EFT25136	25/05/2023	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	382.66
EFT25137	25/05/2023	THE DOUBLE SHOT CAFE	CATERING SERVICES	350.00
EFT25138	25/05/2023	GLEN FLOOD GROUP PTY LTD T/AS GFG	PROJECT MANAGEMENT SERVICES - CULTURAL CENTRE	12,359.05
EFT25139	25/05/2023	THALIA KAMBOURIS	REIMBURSEMENT FOR CATERING SUPPLIES	179.73
EFT25140	25/05/2023	CORE BUSINESS AUSTRALIA PTY LTD	CULTURAL CENTRE PROJECT	18,201.15
EFT25141	25/05/2023	INTERFIRE AGENCIES PTY LTD	PROTECTIVE WEAR	312.13
EFT25142	25/05/2023	GFG TEMPORARY ASSIST	TEMPORARY PERSONNEL SUPPORT - TONIA BELLOS	3,556.03
EFT25143	25/05/2023	CALL ASSOCIATES PTY LTD T/AS CONNECT	AFTER HOURS CALL SERVICE FOR APRIL 2023	463.10
EFT25144	25/05/2023	EVERGREEN SYNTHETIC GRASS	BOWLING GREEN PROJECT	44,058.60
EFT25145	25/05/2023	REGIONAL EARLY EDUCATION &	STAFF FOR THE ELC	10,267.40
EFT25146	25/05/2023	EQUIPE INDUSTRIES	NATIONAL ROAD SAFETY PRESENTATION	990.00
EFT25147	25/05/2023	ALCOLIZER TECHNOLOGY	AOD ONSITE TESTING	2,106.50
EFT25148	25/05/2023	NICHOLLS BUS & COACH SERVICE PTY LTD	BUS HIRE FOR BODDINGTON CAREERS EXPO	1,590.60
EFT25149	25/05/2023	STEWART & HEATON PTY LTD	PROTECTIVE WEAR	367.36
EFT25150	25/05/2023	AVON WASTE	RUBBISH SERVICES FOR MAY 2023	12,894.06
EFT25151	25/05/2023	BODDINGTON SERVICE STATION	VEHICLE SERVICE BT07	484.85
EFT25152	25/05/2023	BODDINGTON COMMUNITY NEWSLETTER	E NEWS SUBSCRIPTION	20.00
EFT25153	25/05/2023	GREG DAY MOTORS	FUEL FOR APRIL 2023	9,100.19
EFT25154	25/05/2023	BODDINGTON COMMUNITY RESOURCE	WREATHS FOR ANZAC DAY	220.00
EFT25155	25/05/2023	BODDINGTON SES	REIMBURSEMENT FOR THE SES	549.04
EFT25156	30/05/2023	INITIAL HYGIENE PTY LTD (RENTOKIL)	SANITARY BIN SERVICE	588.87
EFT25157	30/05/2023	BODDINGTON HARDWARE AND NEWSAGENCY	HARDWARE ITEMS FOR APRIL 2023	1,434.67
EFT25158	30/05/2023	THE FOOD BOSS	CATERING SERVICES	300.00
EFT25159	30/05/2023	BODDINGTON SUPERMARKET PTY LTD	SHIRE PURCHASES FOR APRIL 2023	438.64
EFT25160	30/05/2023	BODDINGTON SES	LIGHTING TOWERS AND UNITS FOR SUMMER BY THE RIVER	350.00
DD15525.2	04/05/2023	TELSTRA LIMITED	MOBILE PHONE CHARGES - SHIRE	661.55
DD15531.2	15/05/2023	TELSTRA LIMITED	PHONE CHARGES - SES LANDLINES	195.59
DD15556.1	26/05/2023	EASIFLEET MANAGEMENT	LEASE PAYMENT 1H12195 - CEO	2,384.98
DD15556.4	24/05/2023	TELSTRA LIMITED	PHONE CHARGES - VARIOUS SHIRE PROPERTIES	881.14
DD15564.1	01/05/2023	PRECISION ADMINISTRATION SERVICES PTY	SUPERANNUATION CONTRIBUTIONS	15,086.15
DD15564.2	01/05/2023	WESTNET	INTERNET CHARGES - MEDICAL CENTRE	39.95
DD15564.3	01/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	907.70
DD15564.4	01/05/2023	KLEENHEAT GAS	BULK GAS - CARAVAN PARK	745.57
DD15564.5	29/05/2023	TELSTRA LIMITED	MOBILE PHONE CHARGES - SES	338.61
DD15570.1	02/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,223.95
DD15576.1	05/05/2023	WATER CORPORATION	WATER CHARGES - 32 BANNISTER RD	46.08
DD15576.2	05/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,137.65
DD15577.1	04/05/2023	WESTNET	INTERNET CHARGES - POOL	59.95
DD15577.2	04/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	924.30
DD15578.2	03/05/2023	NATIONAL AUSTRALIA BANK	TRANSACT FEE	15.00
DD15578.3	03/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	6,932.90
DD15578.4	03/05/2023	SYNERGY	ELECTRICITY CHARGES - CENTRAL PARK	73.73
DD15579.1	08/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	495.50
DD15583.1	09/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,505.25
DD15583.2	09/05/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	4,533.66
DD15584.1	10/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,069.05
DD15584.2	10/05/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	987.40
DD15586.1	11/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,516.80
DD15589.1	15/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,054.55
DD15590.1	12/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,855.05
DD15594.1	16/05/2023	PRECISION ADMINISTRATION SERVICES PTY	SUPERANNUATION CONTRIBUTIONS	14,610.66
DD15594.2	16/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,112.05
DD15595.1	17/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,691.20
DD15602.1	18/05/2023	PRECISION ADMINISTRATION SERVICES PTY	SUPERANNUATION CONTRIBUTIONS	287.41
DD15602.2	18/05/2023	SYNERGY	ELECTRICITY CHARGES - SWIMMING POOL	1,001.35
DD15608.1	22/05/2023	BOC GASES BOC ACCOUNT PROCESSING	GAS CONTAINER FEES	18.97
DD15608.2	22/05/2023	WATER CORPORATION	WATER CHARGES - VARIOUS SHIRE PROPERTIES	2,794.99
DD15608.3	22/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,092.10
DD15609.1	19/05/2023	BUSINESS FUEL CARDS (FLEET CARD)	FIRE BRIGADE FLEET CARDS	21.90
DD15609.2	19/05/2023	WATER CORPORATION	WATER CHARGES - VARIOUS SHIRE PROPERTIES	5,864.88
DD15609.3	19/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,093.30
DD15622.1	24/05/2023	WATER CORPORATION	WATER CHARGES - VARIOUS SHIRE PROPERTIES	21,176.05
DD15622.2	24/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	692.75
DD15623.1	25/05/2023	WATER CORPORATION	WATER CHARGES - VARIOUS SHIRE PROPERTIES	3,070.26
DD15623.2	25/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	5,788.00
DD15624.1	18/05/2023	WATER CORPORATION	WATER CHARGES 32 BANNISTER RD	46.08
DD15625.1	23/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	955.00
DD15625.2	23/05/2023	SYNERGY	ELECTRICITY CHARGES - STREET LIGHTS	3,438.93
DD15627.1	26/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,094.90
DD15627.2	26/05/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	701.17
DD15631.1	23/05/2023	SHERIFF'S OFFICE, PERTH	LODGEMENT FEE	162.00
DD15633.1	29/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,317.75
DD15633.2	29/05/2023	WESTERN AUSTRALIAN TREASURY	PAYMENT - LOAN 94 AND 97	26,772.22
DD15636.1	30/05/2023	PRECISION ADMINISTRATION SERVICES PTY	SUPERANNUATION CONTRIBUTIONS	15,333.05
DD15636.2	30/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,865.20

**SHIRE OF BODDINGTON - LIST OF PAYMENTS - MAY 2023**

Chq/EFT	Date	Name	Description	Amount
DD15636.3	30/05/2023	KLEENHEAT GAS	BULK GAS - VARIOUS SHIRE PROPERTIES	997.75
DD15636.4	30/05/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	2,561.44
DD15638.1	31/05/2023	NATIONAL AUSTRALIA BANK	NAB MERCHANT FEES	481.82
DD15638.2	31/05/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,522.70
DD15638.3	31/05/2023	SYNERGY	ELECTRICITY CHARGES - TV TOWER	401.31
DD15638.4	31/05/2023	TELSTRA LIMITED	MOBILE PHONE CHARGES SES	142.78
DD	31/05/2023	CREDIT CARD		7,705.92
				<u>781,336.91</u>
		<b>JEFF ATKINS</b>		
	01/05/2023	SPOTLIGHT PTY LTD	ITEMS FOR THE COMMUNITY HUB	187.00
	01/05/2023	SPOTLIGHT PTY LTD	ITEMS FOR THE COMMUNITY HUB	-24.50
	17/05/2023	MIDLAND BRICK	BLOCKS NATURAL EARTH FOR HOTHAM PARK	1,089.00
		<b>SAM KEMPTON</b>		
	10/05/2023	SCHOLASTIC AUSTRALIA	BOOKS FOR STORY TIME - BETTER BEGINNINGS	324.00
	11/05/2023	TARGET AUSTRALIA	BOOKS FOR STORY TIME - BETTER BEGINNINGS	130.00
	19/05/2023	BODDINGTON PHARMACY	RAFFLE PRIZE FOR NATIONAL VOLUNTEER WEEK	50.00
	19/05/2023	BODDINGTON HARDWARE	RAFFLE PRIZE FOR NATIONAL VOLUNTEER WEEK	50.00
	19/05/2023	THE DOUBLE SHOT CAFÉ	RAFFLE PRIZE FOR NATIONAL VOLUNTEER WEEK	50.00
	22/05/2023	OFFICE WORKS	DISPLAY HOOKS	54.99
	22/05/2023	BODDINGTON POST OFFICE	RAFFLE PRIZE FOR NATIONAL VOLUNTEER WEEK	50.00
	22/05/2023	OFFICE WORKS	PENRITE FABRIC BOARDS FOR THE REC CENTRE	1,037.95
	22/05/2023	EASY SIGNS LIMITED	POSTER STAND FOR EVENTS	617.36
		<b>CARA RYAN</b>		
	15/05/2023	SPOTLIGHT PTY LTD	ITEMS FOR ROAD SAFETY WEEK	165.50
	15/05/2023	TRYBOOKINGS - LGIS	GETTING BACK TO WORK COURSE - LAUREN PORTMAN	150.50
	16/05/2023	PICKSTAR PRO	INSPIRATIONAL SPEAKER FOR NATIONAL VOLUNTEER WEEK	2,015.57
	26/05/2023	TELSTRA PRE-PAID	LIBRARY INTERNET	50.00
	26/05/2026	ADOBE	LICENSE FEE	207.35
	29/05/2023	WILSON PARKING	PARKING FEE - MOORE WORKSHOP	48.60
		<b>JULIE BURTON</b>		
	02/05/2023	MAILCHIMP	NEWSLETTER SOFTWARE	19.78
	02/05/2023	FACEBOOK	ADVERTISING COMMUNITY SERVICE OFFICER	50.00
	02/05/2023	EXETEL	INTERNET PLAN	975.00
	05/05/2023	DROPBOX	COUNCILLOR INFORMATION	18.69
	15/05/2023	FACEBOOK	ADVERTISING COMMUNITY SERVICE OFFICER	49.99
	19/05/2023	ADOBE	LICENSE FEE	28.99
	22/05/2023	MONDAY.COM	MONTHLY REPORTING SOFTWARE SUBSCRIPTION	270.00
	29/05/2023	NAB CARD FEE	FEE	36.00
	29/05/2023	NAB INTERNATIONAL TRANSACTION FEES	FEE	4.15
		<b>PAYROLL PAYMENTS</b>		
		NAB	NET PAYROLL F/N ENDING 14/05/2023	75,567.15
		NAB	NET PAYROLL F/N ENDING 28/05/2023	81,439.63
		<b>TOTAL MUNI</b>		<u>938,343.69</u>
		<b>TOTAL TRUST &amp; MUNI</b>		<u>938,575.24</u>

### 9.3.2 Monthly Financial Report

File Reference: 3.0056  
Applicant: Not Applicable  
Disclosure of Interest: Nil  
Author: Executive Manager Corporate Services  
Attachments: 9.3.2A Monthly Financial Report May 2023

#### Summary

The Monthly Financial Report for May 2023 is presented for Councils consideration.

#### Background

In accordance with the Local Government Act 1995, a statement of financial activity must be presented at an Ordinary Meeting of Council. This is required to be presented within two months, after the end of the month, to which the statement relates.

The statement of financial activity is to report on the revenue and expenditure as set out in the annual budget for the month, including explanations of any variances. Regulation 34, from the Local Government (Financial Management) Regulations 1996 sets out the detail that is required to be included in the reports.

#### Comment

The attached monthly financial statements and supporting information have been compiled to meet compliance with the Local Government Act 1995 and associated Regulations.

#### Consultation

Nil

#### Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.2	Responsibly manage the Shire's finances, human resources and assets

#### Legislative Implications

##### *Local Government Act 1995*

Section 6.4 Specifies that a local government is to prepare such other financial reports as are prescribed.

##### *Local Government (Financial Management) Regulations 1996*

Regulation 34 states:

- (1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d) for that month in the following detail:
  - (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);
  - (b) budget estimates to the end of month to which the statement relates;
  - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
  - (d) material variances between the comparable amounts referred to in

paragraphs (b) and (c);  
(e) the net current assets at the end of the month to which the statement relates.

Sub regulations 2, 3, 4, 5, and 6 prescribe further details of information to be included in the monthly statement of financial activity.

#### Policy Implications

Nil

#### Financial Implications

As disclosed in the financial statements.

#### Economic Implications

Timely submission of detailed monthly financial reports allows Council to monitor the financial performance of the Shire and review any adverse financial trends that may impact on the Shire's financial sustainability.

#### Social Implications

Nil

#### Environmental Considerations

Nil

#### Risk Considerations

Risk Statement and Consequence	Failure to monitor the Shire's ongoing financial performance would increase the risk of a negative impact on the Shire's financial position. As the monthly report is a legislative requirement, non-compliance may result in a qualified audit.
Risk Rating (prior to treatment or control)	Minor
Principal Risk Theme	Reputational / Legislative
Risk Action Plan (controls or treatment proposed)	Nil

#### Options

1. Council may choose to receive the monthly financial reports as presented.
2. Council may choose not to receive the monthly financial reports as presented.

#### Voting Requirements

Simple Majority

#### **Officer Recommendation and Council Decision**

**COUNCIL RESOLUTION: 74/23**

**Moved: Cr E Smalberger**

**That Council receive the financial statements as presented, for the period ending 31 May 2023.**

**Seconded: Cr C Erasmus**

**Carried: 7/0**



**MONTHLY FINANCIAL REPORT**  
(Containing the Statement of Financial Activity)

**For the Period Ended 31 May 2023**

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

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**BASIS OF PREPARATION**

The financial report has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost. All right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost rather than at fair value. The exception is vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

**THE LOCAL GOVERNMENT REPORTING ENTITY**

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

In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between funds) have been eliminated.

All monies held in the Trust Fund are excluded from the financial statements.

**SIGNIFICANT ACCOUNTING POLICES**

**CRITICAL ACCOUNTING ESTIMATES**

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

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

**GOODS AND SERVICES TAX**

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

**ROUNDING OFF FIGURES**

All figures shown in this statement are rounded to the nearest dollar.

**PREPARATION TIMING AND REVIEW**

Date prepared: All known transactions up to 15 June 2023



## KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 31 MAY 2023

## NATURE OR TYPE DESCRIPTIONS

### REVENUE

#### RATES

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

#### OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

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

#### NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

#### REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

#### FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, other fees and charges.

#### SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges. Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

#### INTEREST EARNINGS

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

#### OTHER REVENUE / INCOME

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

#### PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

### EXPENSES

#### EMPLOYEE COSTS

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

#### MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, consultancy, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, leases, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

#### UTILITIES (GAS, ELECTRICITY, WATER, ETC.)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

#### INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

#### LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

#### DEPRECIATION ON NON-CURRENT ASSETS

Depreciation expense raised on all classes of assets.

#### INTEREST EXPENSES

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

#### OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

**STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2023**

**BY NATURE OR TYPE**

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
<b>Opening funding surplus / (deficit)</b>	2(c)	1,565,533	1,565,533	<b>1,565,533</b>	0	0%	
<b>Revenue from operating activities</b>							
Rates	5	6,125,764	6,125,677	<b>6,124,419</b>	(1,258)	(0%)	
Operating grants, subsidies and contributions	8	675,145	564,569	<b>530,473</b>	(34,096)	(6%)	
Fees and charges		1,502,206	1,408,936	<b>1,538,566</b>	129,630	9%	▲
Interest earnings		140,111	137,418	<b>133,983</b>	(3,435)	(2%)	
Other revenue		67,800	62,800	<b>198,746</b>	135,946	216%	▲
Profit on disposal of assets	6	14,700	13,475	<b>14,143</b>	668	5%	
		<b>8,525,726</b>	<b>8,312,875</b>	<b>8,540,330</b>	227,455		
<b>Expenditure from operating activities</b>							
Employee costs		(3,324,304)	(3,055,948)	<b>(2,922,590)</b>	133,358	4%	
Materials and contracts		(2,881,659)	(2,571,484)	<b>(2,255,105)</b>	316,379	12%	▲
Utility charges		(360,005)	(330,000)	<b>(342,890)</b>	(12,890)	(4%)	
Depreciation on non-current assets		(2,799,320)	(2,566,014)	<b>(2,480,671)</b>	85,343	3%	
Interest expenses		(67,819)	(57,489)	<b>(58,080)</b>	(591)	(1%)	
Insurance expenses		(212,345)	(211,975)	<b>(218,803)</b>	(6,828)	(3%)	
Other expenditure		(28,150)	(23,653)	<b>(17,744)</b>	5,909	25%	
Loss on disposal of assets	6	(10,790)	(9,889)	<b>0</b>	9,889	100%	
		<b>(9,684,392)</b>	<b>(8,826,452)</b>	<b>(8,295,883)</b>	530,569		
Non-cash amounts excluded from operating activities	2(a)	2,795,410	2,562,428	<b>2,466,528</b>	(95,900)	(4%)	
<b>Amount attributable to operating activities</b>		<b>1,636,744</b>	<b>2,048,851</b>	<b>2,710,975</b>	662,124		
<b>Investing activities</b>							
Proceeds from non-operating grants, subsidies and contributions	8	2,000,958	1,578,004	<b>1,144,552</b>	(433,452)	(27%)	▼
Proceeds from disposal of assets	6	67,000	26,345	<b>22,631</b>	(3,714)	(14%)	
Payments for property, plant and equipment & infrastructure	6	(4,149,488)	(3,253,740)	<b>(1,993,556)</b>	1,260,184	39%	▲
		<b>(2,081,530)</b>	<b>(1,649,391)</b>	<b>(826,373)</b>	823,018		
<b>Financing Activities</b>							
Transfer from reserves	3	477,080	0	<b>0</b>	0	0%	
Repayment of debentures	7	(356,511)	(235,626)	<b>(235,626)</b>	0	0%	
Transfer to reserves	3	(890,260)	(25,000)	<b>(25,089)</b>	(89)	(0%)	
<b>Amount attributable to financing activities</b>		<b>(769,691)</b>	<b>(260,626)</b>	<b>(260,714)</b>	(88)		
<b>Closing funding surplus / (deficit)</b>	2(c)	<b>351,056</b>	<b>1,704,367</b>	<b>3,189,420</b>			

**KEY INFORMATION**

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

Refer to Note 1 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2023**

**NOTE 1  
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.

The material variance adopted by Council for the 2022-23 year is \$10,000 or 10.00% whichever is the greater.

Reporting Program	Var. \$	Var. %	Timing / Permanent	Explanation of Variances
	\$	%		
<b>Revenue from operating activities</b>				
Rates	(1,258)	(0%)		
Operating grants, subsidies and contributions	(34,096)	(6%)		
Fees and charges	129,630	9%	▲ Permanent	Mainly due to income in Childcare, exceeding Budget expectations
Service charges	0	0%		
Interest earnings	(3,435)	(2%)		
Other revenue	135,946	216%	▲ Permanent	- Reimbursement for Recycling Charges incurred in 2021/2022 - \$38,000 - Reimbursement of legal fees \$80,000
Profit on disposal of assets	668	5%		
<b>Expenditure from operating activities</b>				
Employee costs	133,358	4%		
Materials and contracts	316,379	12%	▲ Timing ▲ Timing	\$100,000 for Aged Accommodation postpone to 23/24 Expenses Mountain Bike Project planning and Caravan Park Business Case still to be incurred and forecasted to be complete for 30 June 2023.
Utility charges	(12,890)	(4%)		
Depreciation on non-current assets	85,343	3%		
Interest expenses	(591)	(1%)		
Insurance expenses	(6,828)	(3%)		
Other expenditure	5,909	25%		
Loss on disposal of assets	9,889	100%		
<b>Non-cash amounts excluded from operating activities.</b>	(95,900)	(4%)		
<b>Investing activities</b>				
Proceeds from non-operating grants & contributions	(433,452)	(27%)	▼ Timing	Regional Road Group funding delay due to completion of Harvey Quindanning Rd postponed to 23/24 Mountain Bike Trails funding to be carried forward to 23/24
Proceeds from disposal of assets	(3,714)	(14%)		
Payments for property, plant and equipment & infrastructure	1,260,184	39%	▲ Timing ▲ Timing ▲ Timing	Community Gym - \$200,000 - postpone 23/24 Mountain Bike Trail - \$220,000 - postpone 23/24 Regional Destination Signage - \$80,000 - postpone 23/24 Upgrade Interpretive Centre - \$100,000 - postpone 23/24 Resurface Bowling Green - \$141,000 - postpone 23/24 Community Club Playground - works still to be completed RRG - Harvey Quindanning Rd - \$410,000 completion of works postponed to 23/24
<b>Financing activities</b>				
Transfer from reserves	0	0%		
Repayment of debentures	0	0%		
Transfer to reserves	(89)	(0%)		

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with Financial Management Regulation 32.

	Notes	Amended Budget	YTD Budget (a)	YTD Actual (b)
<b>Non-cash items excluded from operating activities</b>				
		\$	\$	\$
<b>Adjustments to operating activities</b>				
Less: Profit on asset disposals	5	(14,700)	(13,475)	(14,143)
Movement in pensioner deferred rates (non-current)		0	0	0
Add: Loss on asset disposals	5	10,790	9,889	0
Add: Depreciation on assets		2,799,320	2,566,014	2,480,671
<b>Total non-cash items excluded from operating activities</b>		<b>2,795,410</b>	<b>2,562,428</b>	<b>2,466,528</b>

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation* 32 to agree to the surplus/(deficit) after imposition of general rates.

		Last Year Closing 30 June 2022	This Time Last Year 31 May 2022	Year to Date 31 May 2023
<b>Adjustments to net current assets</b>				
Less: Reserves - restricted cash	2	(1,629,000)	(1,668,321)	(1,654,090)
Add: Borrowings	6	356,511	115,674	120,885
Add: Provisions - employee		0	0	0
<b>Total adjustments to net current assets</b>		<b>(1,272,489)</b>	<b>(1,552,647)</b>	<b>(1,533,205)</b>

(c) Net current assets used in the Statement of Financial Activity

**Current assets**

Cash and cash equivalents	2	6,328,549	6,105,133	7,651,524
Rates receivables	3	275,370	278,209	362,853
Receivables	3	160,699	42,445	483,906
Inventories		0	0	0
Other current assets	5	119,792	(2,214)	118,796
<b>Less: Current liabilities</b>				
Payables		(558,532)	(270,260)	(407,622)
Borrowings	7	(356,511)	(115,674)	(120,885)
Contract liabilities		(2,885,730)	(1,998,684)	(3,125,020)
Provisions		(245,615)	(260,498)	(240,927)
<b>Less: Total adjustments to net current assets</b>	2(b)	<b>(1,272,489)</b>	<b>(1,552,647)</b>	<b>(1,533,205)</b>
<b>Closing funding surplus / (deficit)</b>		<b>1,565,533</b>	<b>2,225,811</b>	<b>3,189,420</b>

**CURRENT AND NON-CURRENT CLASSIFICATION**

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

CASH AND INVESTMENTS

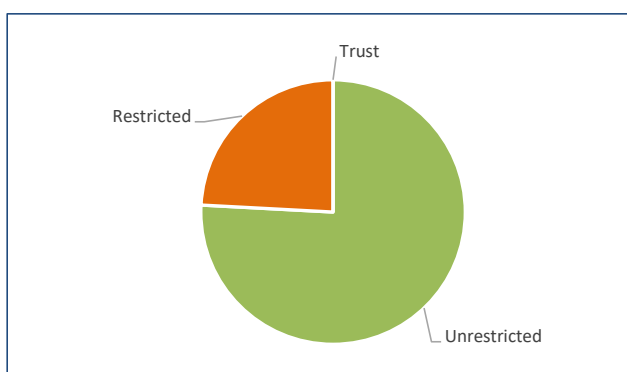
Description	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
<b>Cash on hand</b>							
Petty Cash & Floats	400	0	400			0.00%	On Hand
<b>At Call Deposits</b>							
Municipal Funds	732,323	0	732,323		NAB		At Call
Reserve Funds	0	0	0		NAB		At Call
Bonds & Deposits	0	194,066	194,066		NAB		At Call
<b>Term Deposits &amp; Overnight Cash Deposits</b>							
OCDP Boddington Supertowns	0	0	0				
Reserve Funds	0	1,654,090	1,654,090		NAB	2.72%	26/06/23
Municipal Funds	5,070,645	0	5,070,645		NAB	2.72%	26/06/23
<b>Total</b>	<b>5,803,368</b>	<b>1,848,156</b>	<b>7,651,524</b>	<b>0</b>			

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.



Total Cash	Unrestricted
<b>\$7.65 M</b>	<b>\$5.8 M</b>

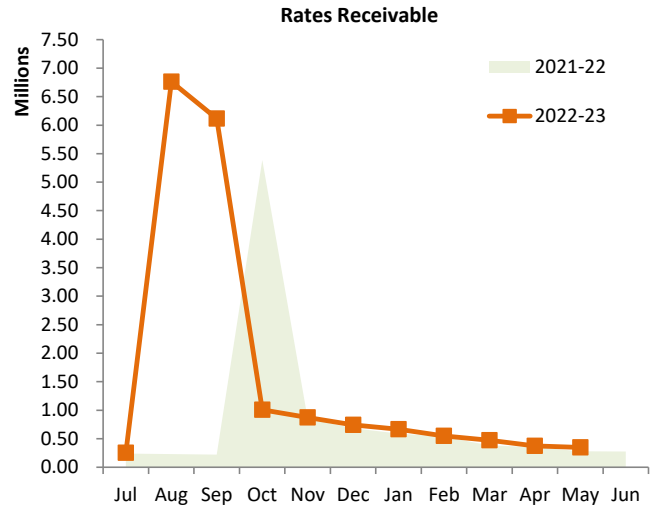
CASH BACKED RESERVES

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Plant Reserve	221,394	7,420	0	50,000	3,410	0	0	278,814	224,804
Building Reserve	97,221	3,258	0	200,000	1,497	0	0	300,479	98,718
Community Facility Fund	40,649	1,361	0	40,000	626	0	0	82,010	41,275
Refuse Site Reserve	39,510	1,327	0	40,000	609	0	0	80,837	40,119
Aged Housing Reserve	267,197	8,956	0	40,000	4,115	(100,000)	0	216,153	271,312
Swimming Pool Reserve	21,026	704	0	200,000	324	0	0	221,730	21,350
River Crossing Reserve	47,692	1,596	0	40,000	735	0	0	89,288	48,427
Prepaid Conditional Grants Reserve	199,759	0	0	0	3,076	0	0	199,759	202,835
Unspent Conditional Grants Reserve	377,080	0	0	0	5,807	(377,080)	0	0	382,887
Public Open Space Reserve	267,473	8,962	0	45,000	4,120	0	0	321,435	271,593
Town Weir Reserve	50,000	1,676	0	200,000	770	0	0	251,676	50,770
	1,629,001	35,260	0	855,000	25,089	(477,080)	0	2,042,181	1,654,090

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2023**

**OPERATING ACTIVITIES  
NOTE 4  
RECEIVABLES**

Rates receivable	30 June 2022	31 May 2023
	\$	\$
Opening arrears previous years	253,668	275,370
RATES - levied this year	5,227,323	6,124,419
RUBBISH - levied this year	253,247	280,384
ESL - levied this year	107,448	111,135
<b>TOTAL levied this year</b>	<b>5,588,018</b>	<b>6,515,938</b>
Less - collections to date	(5,566,316)	(6,428,455)
<b>Equals current outstanding</b>	<b>275,370</b>	<b>362,853</b>
<b>Net rates collectable</b>	<b>275,370</b>	<b>362,853</b>
% Collected	95.3%	94.7%



Receivables - general	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - general	187,099	14,710	9,557	139,172	350,538
Percentage	53.4%	4.2%	2.7%	39.7%	
<b>Balance per trial balance</b>					
Sundry receivable					350,538
GST receivable					113,512
Increase in Allowance for impairment of receivables from contracts with customers					(4,070)
Receivables for employee related provisions					23,926
Accrued Income					118,796
Loan Clay Target Club					0
<b>Total receivables general outstanding</b>					<b>602,702</b>

Amounts shown above include GST (where applicable)

**KEY INFORMATION**

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for impairment of receivables is raised when there is objective evidence that they will not be collectible.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2023**

**OPERATING ACTIVITIES  
NOTE 5  
RATE REVENUE**

**General rate revenue**

RATE TYPE	Budget					
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue \$	Interim Rate \$	Total Revenue \$
<b>Gross rental value</b>						
GRV - General	0.111213	503	27,988,941	3,112,734	500	3,113,234
<b>Unimproved value</b>						
UV - Rural	0.006196	127	110,247,000	683,090	500	683,590
UV - Mining	0.035258	49	51,338,414	1,810,090	0	1,810,090
UV - Commercial	0.025432	2	1,013,000	25,763	0	25,763
UV - Rural Residential	0.010326	131	13,411,500	138,487	0	138,487
<b>Sub-Total</b>		<b>812</b>	<b>203,998,855</b>	<b>5,770,164</b>	<b>1,000</b>	<b>5,771,164</b>
<b>Minimum payment</b>	<b>Minimum \$</b>					
<b>Gross rental value</b>						
GRV - General	900	132	251,571	118,800	0	118,800
<b>Unimproved value</b>						
UV - Rural	900	98	10,666,000	88,200	0	88,200
UV - Mining	900	42	176,928	37,800	0	37,800
UV - Commercial	900	0	0	0	0	0
UV - Rural Residential	900	122	9,160,000	109,800	0	109,800
<b>Sub-total</b>		<b>394</b>	<b>20,254,499</b>	<b>354,600</b>	<b>0</b>	<b>354,600</b>

YTD Actual			
Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$
3,112,734	(345)	0	3,112,389
683,090	0	0	683,090
1,810,090	0	0	1,810,090
25,763			25,763
138,487	0	0	138,487
<b>5,770,164</b>	<b>(345)</b>	<b>0</b>	<b>5,769,819</b>
118,800	0	0	118,800
88,200	0	0	88,200
37,800	0	0	37,800
0	0	0	0
109,800	0	0	109,800
<b>354,600</b>	<b>0</b>	<b>0</b>	<b>354,600</b>

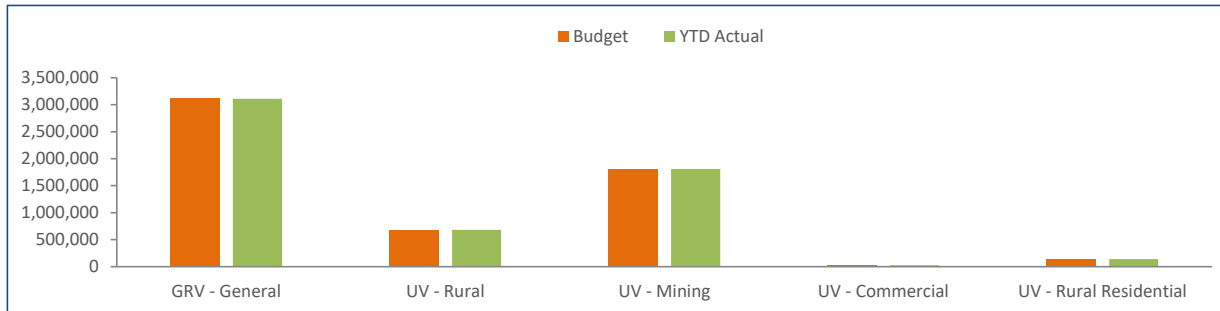
**Amount from general rates**

**6,125,764**

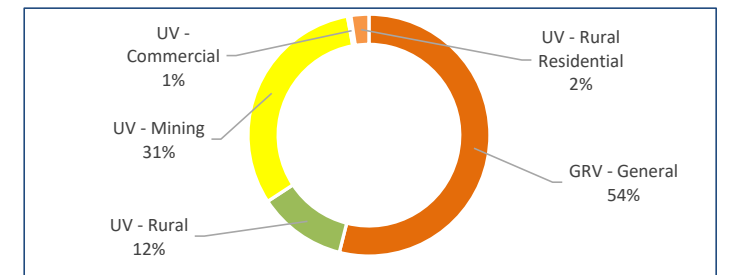
**6,124,419**

**KEY INFORMATION**

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2020 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.



General Rates	
Budget	Actual
<b>\$6.13 M</b>	<b>\$6.12 M</b>



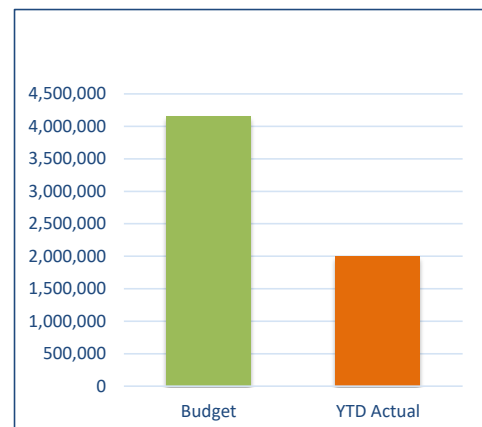
Capital acquisitions	Amended		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Furniture and Equipment	141,668	130,668	120,684	(9,984)
Land and Buildings	622,894	475,000	127,415	(347,585)
Plant and Equipment	242,233	212,053	213,292	1,239
Road Infrastructure	1,474,751	1,327,271	924,053	(403,219)
Footpath Infrastructure	393,000	379,000	156,851	(222,149)
Drainage Bridges Culverts	10,000	13,500	8,258	(5,243)
Infrastructure - Parks, Gardens, Recreation Facilities	1,264,942	716,248	443,004	(273,244)
<b>Total Capital Acquisitions</b>	<b>4,149,488</b>	<b>3,253,740</b>	<b>1,993,556</b>	<b>(1,260,184)</b>

**Capital Acquisitions Funded By:**

	\$	\$	\$	\$
Capital grants and contributions	2,000,958	1,578,004	1,144,552	(433,452)
Other (disposals & C/Fwd)	67,000	26,345	22,631	(3,714)
Cash backed reserves				
Aged Housing Reserve	100,000	0	0	0
Unspent Conditional Grants Reserve	377,080	0	0	0
Contribution - operations	1,604,450	1,649,391	826,374	(823,017)
<b>Capital funding total</b>	<b>4,149,488</b>	<b>3,253,740</b>	<b>1,993,556</b>	<b>(1,260,184)</b>

**SIGNIFICANT ACCOUNTING POLICIES**

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.



Acquisitions	Annual Budget	YTD Actual	% Spent
	<b>\$4.15 M</b>	<b>\$1.99 M</b>	<b>48%</b>

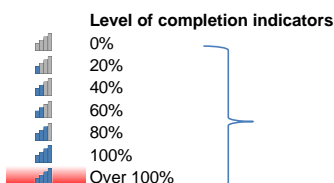
Capital Grants	Annual Budget	YTD Actual	% Received
	<b>\$2. M</b>	<b>\$1.14 M</b>	<b>57%</b>



Capital Disposals

Asset description	Amended Budget			YTD Actual		
	Net Book Value	Proceeds	Profit / (Loss)	Net Book Value	Proceeds	Profit / (Loss)
P17 - Road Broom Sewell	0	0	0	0	176	176
P20 - Panel Vibrating Roller	0	0	0	0	5,182	5,182
1971 Toyota Landcruiser	2,000	12,000	10,000	0	0	0
2017 Ford Ranger	10,300	15,000	4,700	8,488	17,273	8,785
2012 Isuzu Truck	16,045	10,000	(6,045)	0	0	0
Mitsubishi Fuso Truck	34,745	30,000	(4,745)	0	0	0
	<b>63,090</b>	<b>67,000</b>	<b>3,910</b>	<b>8,488</b>	<b>22,631</b>	<b>14,143</b>
























Capital Acquisitions



Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Account Description	Amended			Variance Under/(Over)
	Current Budget	YTD Budget	YTD Actual	
IT Equipment - New Server	25,000	25,000	18,807	6,193
Councillor Tablets	14,000	14,000	16,587	(2,587)
Printer Replacement	10,368	10,368	11,194	(826)
Laptop replacements	16,000	16,000	18,179	(2,179)
PC replacements (other)	11,000	0	0	0
IT replacements ELC (3iPads + iMac)	5,000	5,000	0	5,000
Ice Machine for Depot	5,300	5,300	2,885	2,415
CCTV Upgrades	15,000	15,000	10,735	4,265
Electronic Sign Board	35,000	35,000	37,752	(2,752)
Library Shelving	5,000	5,000	4,545	455
<b>Total Furniture &amp; Equipment</b>	<b>141,668</b>	<b>130,668</b>	<b>120,684</b>	<b>9,984</b>
Land Acquisition - Bannister Rd	99,000	99,000	99,004	(4)
Building Asset Renewal Program	163,894	22,000	21,696	304
Upgrade Medical Centre Security	10,000	4,000	3,715	285
Upgrade to Pavilion to accommodate Gym	200,000	200,000	3,000	197,000
Crib Room for Deport	150,000	150,000	0	150,000
<b>Total Land &amp; Buildings</b>	<b>622,894</b>	<b>475,000</b>	<b>127,415</b>	<b>347,585</b>
New Plant Float	50,158	50,158	44,980	5,178
Truck Modifications to Tow Plant Float	14,875	14,875	15,121	(246)
New Mower	51,200	51,020	51,020	0
Replace utility	30,000	30,000	31,571	(1,571)
Replace utility	39,000	39,000	44,622	(5,622)
4.5 Tonne Tipper	0	0	0	0
6 Tonne Truck	0	0	0	0
Slip on Unit for Ranger Vehicle	20,000	0	0	0
Remote Traffic Lights	27,000	27,000	25,979	1,021
Minor Equipment	10,000	0	0	0
<b>Total Plant &amp; Equipment</b>	<b>242,233</b>	<b>212,053</b>	<b>213,292</b>	<b>(1,239)</b>
RTR - Johnstone St - Reseal	52,800	35,000	34,732	268
RTR - Hill St - Reseal	28,800	16,000	15,893	107
RTR - Hotham Ave - Reseal	19,800	12,000	11,624	376
RTR - George Street - Reseal	25,080	14,000	13,595	405
RTR -River Rd/Forrest St Intersection Upgrade	37,341	37,341	46,267	(8,926)
RRG - Crossman Rd - Surface treatment & Reseal	219,000	121,000	120,439	561
RRG - Harvey Quindanning Rd - improve geometry widen	555,000	555,000	144,855	410,145
RRG - Lower Hotham Rd (Carry over 2021/2022)	0	0	0	0
RRG - Lower Hotham Rd - Reseal, shoulders, drainage	438,930	438,930	438,648	282
Main Roads Bridge Program	98,000	98,000	98,000	0
<b>Total Road Infrastructure</b>	<b>1,474,751</b>	<b>1,327,271</b>	<b>924,053</b>	<b>403,219</b>

Capital Acquisitions (continued)

Account Description	Amended			Variance Under/(Over)
	Current Budget	YTD Budget	YTD Actual	
 Footpath renewal program	100,000	94,000	94,309	(309)
 Footpath - Retirement Village	8,000	0	0	0
 Club Drive, Hadea Rd and Adam Street (east side)	65,000	65,000	62,543	2,457
 Mountain Bike Trail	220,000	220,000	0	220,000
<b>Total Footpath Infrastructure</b>	<b>393,000</b>	<b>379,000</b>	<b>156,851</b>	<b>222,149</b>
 Kerbing - Town Roads	10,000	8,500	8,258	243
 Drainage Implementation	0	5,000	0	5,000
<b>Total Drainage/Bridges &amp; Culverts</b>	<b>10,000</b>	<b>13,500</b>	<b>8,258</b>	<b>5,243</b>
 Hotham Park - Lighting	180,000	165,000	163,204	1,796
 Ranford Playground	46,248	46,248	48,957	(2,709)
 Shade Over Hotham Park	100,000	0	0	0
 Playground - Toddlers & Small Children	100,000	6,000	6,330	(330)
 Bicycle Rack - Hotham Park	10,000	0	0	0
 Playground - Early Learning Centre	70,000	70,000	72,110	(2,110)
 Town Centre Master Plan	141,192	32,000	31,480	520
 Regional Destination Signage	80,000	80,000	0	80,000
 Upgrade Interpretive Centre	100,000	100,000	0	100,000
 Community Club - Playground	118,600	25,000	25,000	0
 Install Bore - Hotham Park	50,000	36,000	35,732	268
 Resurface Bowling Green	141,000	141,000	40,053	100,947
 Niche Wall	15,000	15,000	14,200	800
 Ranford - Information Bay	50,000	0	1,263	(1,263)
 Boddington Sign - Albany Hwy	35,000	0	1,923	(1,923)
 Basketball Club - Scoreboard	12,902	0	0	0
 Tennis Practice Wall	15,000	0	2,752	(2,752)
<b>Total Other Infrastructure</b>	<b>1,264,942</b>	<b>716,248</b>	<b>443,004</b>	<b>273,244</b>
<b>Grand Total</b>	<b>4,149,488</b>	<b>3,253,740</b>	<b>1,993,556</b>	<b>1,260,184</b>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2023**

**FINANCING ACTIVITIES  
NOTE 7  
BORROWINGS**

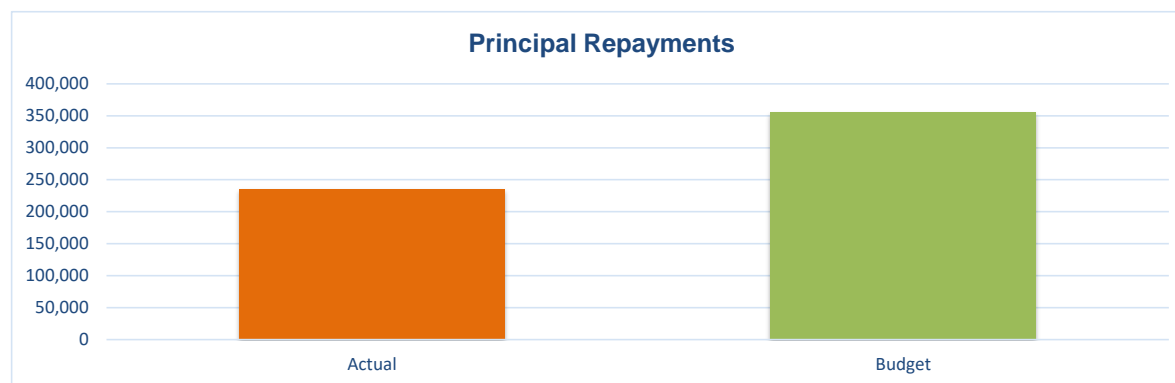
**Repayments - borrowings**

Information on borrowings			1 July 2022	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	Interest %		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	
<b>Governance</b>											
Administration Centre	105	4.01%	292,375	0	0	70,644	142,705	221,731	149,670	5,838	10,206
<b>Education and welfare</b>											
Childcare Centre	100	6.42%	84,619	0	0	18,398	18,989	66,221	65,630	5,665	5,075
<b>Housing</b>											
3 Pecan Place	94	6.45%	164,128	0	0	16,256	16,256	147,872	147,872	10,328	10,328
34 Hill Street	97	6.45%	166,448	0	0	16,486	16,486	149,962	149,962	10,474	10,474
<b>Recreation and culture</b>											
Recreation Centre	106	3.36%	596,762	0	0	65,981	65,981	530,781	530,781	19,438	19,438
Recreation Centre	107	1.56%	812,235	0	0	47,860	96,094	764,375	716,141	6,335	12,298
<b>Total</b>			2,116,567	0	0	235,626	356,511	1,880,941	1,760,056	58,080	67,819
Current borrowings			356,511					120,885			
Non-current borrowings			1,760,056					1,760,056			
			2,116,567					1,880,941			

All debenture repayments were financed by general purpose revenue.

**KEY INFORMATION**

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.



<b>Principal Repayments</b>	<b>\$235,626</b>
<b>Interest Earned</b>	<b>\$133,983</b>
<b>Interest Expense</b>	<b>\$58,080</b>
<b>Reserves Balance</b>	<b>\$1,654,090</b>
<b>Loans Due</b>	<b>\$1,880,941</b>

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2023

NOTE 8  
GRANTS & CONTRIBUTIONS

Provider	Unspent grants, subsidies and contributions liability				Grants, subsidies & contribution revenue				
	Liability 1 Jul 22	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 May 23	YTD Budget	Amended Budget	Budget Variations	Expected	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$	\$
<b>Operating grants, subsidies and contributions</b>									
<b>Governance</b>									
Employee Contributions	0	0	0	0	0	0	0	0	0
<b>General purpose funding</b>									
Federal Assistance Grant - General Purpose	0	0	0	0	21,584	21,584	0	21,584	21,584
Federal Assistance Grant - Local Roads				0	52,258	52,258	0	52,258	52,258
<b>Law, order, public safety</b>									
DFES - Fire Brigade Operating Grant	0	0	0	0	63,790	63,790	0	63,790	63,790
DFES - SES Operating Grant	0	0	0	0	30,450	30,450	0	30,450	30,450
Abandoned Vehicles	0	0	0	0	462	500	0	500	0
Mitigation Grant	0	0	0	0	0	0	0	0	2,500
<b>Education and welfare</b>									
Newmont - Community Investment Funding	0	0	0	0	45,000	45,000	0	45,000	45,000
Seniors - Living Stronger/Longer	0	0	0	0	2,288	2,500	0	2,500	3,941
Newmont - Youth Career Expo	0	0	0	0	0	0	0	0	4,545
Youth Centre Grants	0	0	0	0	1,837	2,000	0	2,000	773
International Day of Disability	0	0	0	0	0	0	0	0	1,000
Wheatbelt Suicide Prevention Project	0	0	0	0	5,000	5,000	0	5,000	6,500
<b>Recreation and culture</b>									
Australia Day Grant	0	0	0	0	20,000	20,000	0	20,000	16,000
South 32 - Events Contribution	0	0	0	0	25,000	25,000	0	25,000	25,000
Mountain Bike Trail Funding	114,732	0	0	114,732	114,732	114,732	0	114,732	96,231
Library Childrens Week Grant	0	0	0	0	0	0	0	0	960
Thank a Volunteer	0	0	0	0	2,000	2,000	0	2,000	6,600
<b>Transport</b>									
Main Roads - Direct Road Grant	0	0	0	0	58,091	58,091	0	58,091	59,341
Road Safety Alliance	130,416	0	0	130,416	88,615	98,615	0	98,615	63,000
Peel Develop. Comm. - Town Street Revitalisation		0	0	0	0	0	0	0	25,000
<b>Economic services</b>									
Contributions Area Promotion & Tourism	0	0	0	0	31,837	52,000	0	52,000	6,000
Caravan Park Funding	30,000	0	0	30,000	0	30,000	0	30,000	0
South 32 Cultural Centre	2,000,000	0	0	2,000,000	0	50,000	0	50,000	0
Visitor Centre Café - Contibution Shelving	0	0	0	0	1,625	1,625	0	1,625	0
	<b>2,275,148</b>	<b>0</b>	<b>0</b>	<b>2,275,148</b>	<b>564,569</b>	<b>675,145</b>	<b>0</b>	<b>675,145</b>	<b>530,473</b>
<b>Non-operating contributions</b>									
<b>General purpose funding</b>									
LRCI - Town Centre Master Plan	0	138,108	0	138,108	170,595	141,192	0	141,192	84,304
LRCI - Shade over Hotham Park	0	75,000	0	75,000	0	100,000	0	100,000	0
LRCI - Playground Toddlers & Small Children	0	75,000	0	75,000	0	100,000	0	100,000	0
<b>Community Amenities</b>									
Hotham Park Lighting - South 32	40,000	0	(40,000)	0	40,000	40,000	0	40,000	40,000
Hotham Park Lighting - Newmont	40,000	0	(40,000)	0	40,000	40,000	0	40,000	40,000
<b>Recreation and culture</b>									
Community Gym	0	0	0	0	100,000	100,000	0	100,000	100,000
Mountain Bike Funding	0	0	0	0	0	200,000	0	200,000	0
Community Club - Playground	0	0	0	0	187,600	105,002	0	105,002	90,784
Bowling Club - Resurface Bowling Green	0	0	0	0	0	94,000	0	94,000	0
Peel Devt. Comm - Rail Trail Grant	13,414	0	0	13,414	0	0	0	0	0
<b>Transport</b>									
LRCI Phase 2 - Footpaths & Lighting	0	0	0	0	0	0	0	0	0
Roads to Recovery Funding	17,225	0	0	17,225	122,866	163,821	0	163,821	104,846
Regional Road Group Funding	0	364,400	(235,275)	129,125	819,000	819,000	0	819,000	586,675
Special Bridge Funding	499,943	0	(97,943)	402,000	97,943	97,943	0	97,943	97,943
	<b>610,582</b>	<b>652,508</b>	<b>(413,218)</b>	<b>849,872</b>	<b>1,578,004</b>	<b>2,000,958</b>	<b>0</b>	<b>2,000,958</b>	<b>1,144,552</b>
<b>TOTALS</b>	<b>2,885,730</b>	<b>652,508</b>	<b>(413,218)</b>	<b>3,125,020</b>	<b>2,142,573</b>	<b>2,676,103</b>	<b>0</b>	<b>2,676,103</b>	<b>1,675,025</b>

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY  
FOR THE PERIOD ENDED 31 MAY 2023**

**NOTE 9  
BUDGET AMENDMENTS**

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	<b>Budget adoption</b>		Closing Surplus				0
3121002	Townstreet Master Plan	110/22	Operating Expenses			(55,000)	(55,000)
8011491	Public Open Space Reserve	110/22	Capital Revenue		55,000		0
3042170	Caravan Park - Concept Plan	125/22	Operating Expenses			(15,000)	(15,000)
	Opening Surplus	09/23			13,941		(1,059)
3031010	Valuations	09/23	Operating Expenses		35,000		33,941
3042015	Administration salaries and wages	09/23	Operating Expenses		20,000		53,941
3042170	Consultancy Fees	09/23	Operating Expenses			(20,000)	33,941
2032010	Federal Assistance Grant - General Purpose	09/23	Operating Revenue			(4,454)	29,487
2032020	Federal Assistance Grant - Local Road Grant	09/23	Operating Revenue		15,978		45,465
2033005	Interest on Municipal Funds	09/23	Operating Revenue		75,000		120,465
2033010	Interest on Reserve Funds	09/23	Operating Revenue		30,000		150,465
3042090	Staff Training	09/23	Operating Expenses			(14,550)	135,915
2042020	LGIS - Reimbursement for training	09/23	Operating Revenue		14,550		150,465
2051001	DFES ESL Operating Bushfire Brigades	09/23	Operating Revenue		7,320		157,785
3101020	Kerbside Recycling	09/23	Operating Expenses		45,242		203,027
3101050	Refuse site maintenance	09/23	Operating Expenses			(5,000)	198,027
3104055	Town Dam maintenance	09/23	Operating Expenses			(7,000)	191,027
2105020	Cemetery Burial Fees & Charges	09/23	Operating Revenue		8,000		199,027
3113030	Town Oval maintenance	09/23	Operating Expenses			(15,000)	184,027
3113031	Boddington Recreation Centre maintenance	09/23	Operating Expenses			(5,000)	179,027
3113051	Streetscape maintenance	09/23	Operating Expenses		30,000		209,027
3113056	Hotham Park maintenance	09/23	Operating Expenses			(30,000)	179,027
3113111	Australia Day event	09/23	Operating Expenses			(20,000)	159,027
2113114	Operating Grant - Australia Day	09/23	Operating Revenue		20,000		179,027
2113130	Contribution from Basketball Club for Scoreboard	09/23	Capital Revenue		11,402		190,429
3121058	Flood Damage	09/23	Operating Expenses		20,000		210,429
3121062	Drainage Maintenance	09/23	Operating Expenses			(20,000)	190,429
3121069	Road Maintenance - unsealed roads	09/23	Operating Expenses		115,653		306,082
3121070	Road Maintenance - sealed roads	09/23	Operating Expenses			(90,000)	216,082
2121804	Grants Commission - Bridge Funding	09/23	Capital Revenue		97,943		314,025
2132043	Operating Grant - Cultural Centre	09/23	Operating Revenue		50,000		364,025
3146208	Land Acquisition - Bannister Road	09/23	Capital Expenses			(99,000)	265,025
3123206	4.5 Tonne Tipper	09/23	Capital Expenses		50,000		315,025
3123474	6 Tonne Truck	09/23	Capital Expenses		150,000		465,025
3121800	Regional Road Group Project - Lower Hotham Rd	09/23	Capital Expenses			(22,034)	442,991
3112220	Townsite Drainage Project	09/23	Capital Expenses		100,000		542,991
3121086	Lower Hotham Road - Bridge Renewal	09/23	Capital Expenses			(98,000)	444,991
3113200	Electronic Scoreboard	09/23	Capital Expenses			(12,902)	432,089
	Interest transfer to Reserves	09/23	Capital Revenue			(30,000)	402,089
3146203	Lighting of Boddington Sign	05/23	Capital Expenses			(25,000)	377,089
3105053	Niche Wall	12/23	Capital Expenses			(7,000)	370,089
3042185	Online Cemetery Mapping	13/23	Operating Expenses			(11,033)	359,056
3121803	Footpath Retirement Village	35/23	Capital Expenses			(8,000)	351,056
				<b>0</b>	<b>965,029</b>	<b>(613,973)</b>	<b>351,056</b>

### 9.3.3 Differential Rates 2023/2024

File Reference:	3.0037
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Executive Manager Corporate Services
Attachments:	9.3.3A Draft Statement of Objects and Reasons

#### Summary

This report is provided for Council to consider the draft Statement of Objects and Reasons and the proposed differential rates and minimum payments for the 2023/2024 financial year, for the purpose of advertising and seeking public submissions as required by the Local Government Act 1995.

#### Background

The Shire imposes differential rates based on the purpose for which land is zoned or for which the land is held or used.

There are certain statutory obligations that the local government must comply with in relation to differential rates:

- The local government is required to give local public notice of its intention to impose differential rates.
- The local government must provide information regarding each new rate or minimum payment.
- Electors or ratepayers are invited to make submissions in respect of the proposed rate or minimum payment. This submission period must be for a minimum of 21 days.
- The local government is required to consider any submissions received before imposing the proposed rate or minimum payment.
- Application must be made to the Minister for Local Government, Sports and Cultural Industries seeking approval to impose a differential rate that is more than twice the lowest rate.
- The local government is required to prepare a document describing the objects of, and reasons for, each proposed rate and minimum payment and to publish the document on the local government's official website.

Planning workshops were held on Thursday 11 May 2023 and Thursday 8 June 2023, where Councillors reviewed the proposed capital works and projects in the draft Council Plan, noted projected changes in operating revenue and expenditure, along with efficiency measures. The differential rates will directly influence Council's ability to fund expenditure requirements in the 2023/24 Budget.

#### Comment

Rates are a significant proportion of the Shire's revenue and are used to achieve the objectives of the Council Plan (Strategic Community Plan). The purpose of levying rates is to meet the Shire's budget requirements in order to deliver services and infrastructure each financial year.

The draft Long Term Financial Plan (LTFP) has been developed based on projects in the Council Plan, Asset Management Plans, projected increases in base operating costs and proposed capital works. Economic forecasts have been built into the draft Plan which directly impact the long term financial sustainability of the Shire.

The April 2023 CPI indicators released by the WA Treasury Corporation (WATC) reported a rise to 6.8%, up from 6.3% in March. This was significantly higher than the Local Government Cost Index (LGCI) forecast of 4.5% for June 2023. WATC also reported that were not expecting an increase at this level, as their market participants expected annual CPI inflation to be steady at 6.3%. It is expected that the same upwards trend may present itself with the reporting of the LGCI for June 2023 quarterly briefing. Forecasting through the LTFFP, includes inflation factors which closely mirror the expectations of the LGCI and whilst there is instability with market predictions the Shire has adopted 6% inflation factor across the 10 year plan.

The Shire of Boddington has used differential rates since 2017/18 to allow varied rates in the dollar to be applied to different land use or zoning. The continuation of this method of rating will allow Council to maintain a degree of equity between rates levied on all unimproved value assessments within the Shire. The draft Statement of Objects and Reasons in relation to the proposed Differential Rates for 2023/24 is contained in Attachment 9.3.3.

The below table shows the different rate categories and compares the current year rate in the dollar (RID) and minimum rate, to the proposed rate in the dollar and minimum for the coming year.

<b>Rating Category</b>	<b>2022/23 RID</b>	<b>2022/23 Minimum Rate</b>	<b>2023/2024 RID</b>	<b>2023/2024 Minimum Rate</b>
GRV	0.111213	\$900	0.116774	\$945
UV Rural	0.006196	\$900	0.005205	\$945
UV Mining	0.035258	\$900	0.031027	\$945
UV Commercial	0.025432	\$900	0.021617	\$945
UV Rural Residential	0.010326	\$900	0.009397	\$945

The key elements:

- GRV General rate in the dollar is proposed to increase by 5%.
- UV Rural rate in the dollar is proposed to decrease by 16% to balance the significant valuation increase of an average of 24%.
- UV Mining rate in the dollar is proposed to decrease by 12% to balance the significant valuation increase, maintaining an overall increase of 9% for rates, which is lower than the recommendations contained in the rating review.
- UV Commercial rate in the dollar is proposed to decrease by 15% to balance the significant valuation increase of 24%, noting that these properties are proposed to be transitioned to the GRV category over the next 12 months.
- UV Rural Residential rate in the dollar is proposed to decrease by 9%. These properties are also proposed to transition to GRV by 2024/25.
- All minimum rates are proposed to be set at a single rate of \$945 to align with the rating principle of fairness and equity.

In accordance with the Local Government Act 1995, because the UV Mining and UV Commercial rate in the dollar are more than twice the lowest rate category (Rural), Council must seek approval from the Minister to raise a differential rate more than twice the lowest differential rate.

Throughout the differential rating process, the Shire has been committed to simplifying its rating structure to achieve fairness and equity in relation to its implementation and administration of rates. Structural changes to the rating framework have been made to ensure an equitable distribution of the rating burden between residential, commercial, agricultural and mining properties.

## Consultation

Once adopted, the proposed differential rates together with the objects of imposing differential rates and reasons for each rate category must be advertised for a minimum period of 21 days. This period of advertising allows ratepayers to consider the proposed rates and make any submissions to Council. The advertising process does not prevent Council from amending the rate in the dollar at budget adoption.

## Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.2	Responsibly manage the Shire's finances, human resources and assets

## Legislative Implications

Local Government Act  
Section 6.32(1) – Rates and service charges  
Section 6.33(1) to (3) – Differential general rates  
Section 6.35(4) – Minimum payment

## Policy Implications

Nil

## Financial Implications

The differential rates model as endorsed by Council will directly influence the Shire's ability to fund expenditure requirements proposed to be included in the 2023/2024 Budget. It should also be noted that other income, such as a large portion of fees and charges, are fixed by external legislation, and as such there is very little scope for the Shire to increase this revenue source to keep up with the rising costs of service provision. This, along with the reduction of grant funding, requires that these increasing costs need to be funded by increases in rates.

## Economic Implications

A single rate in the dollar for GRV properties continues to support local business, as the majority of local governments who differentially rate, have a higher rate for commercial / industrial properties than residential.

The highest impact will be realised by the large property owners in the mining sector due to the redistribution of rates across the categories, however, there is a need to align the rating structure with rating principles, and ensure that land that is used for a similar purpose, is rated on the same basis.

## Social Implications

Nil

## Environmental Considerations

Nil

## Risk Considerations



Risk Statement and Consequence	The key risks include the equitable distribution of the rating burden across properties, and managing the impact of property valuation fluctuations as well as rate in the dollar changes. A further risk is the economic impact due to changes in the rate in the dollar for UV Mining, and where categories are abolished due to an amendment to the rating structure.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed

### Options

1. Council endorse the proposed differential rates
2. Amend the differential rates prior to advertising

### Voting Requirements

Simple Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 75/23**

**Moved: Cr C Erasmus**

**That Council:**

1. **Adopts the following rates in the dollar and minimum rates for the differential rate categories specified for 2023/24:**

<b>Rating Category</b>	<b>Rate in the Dollar</b>	<b>Minimum Rate</b>
<b>GRV</b>	<b>0.116774</b>	<b>\$945</b>
<b>UV Rural</b>	<b>0.005205</b>	<b>\$945</b>
<b>UV Mining</b>	<b>0.031027</b>	<b>\$945</b>
<b>UV Commercial</b>	<b>0.021617</b>	<b>\$945</b>
<b>UV Rural Residential</b>	<b>0.009397</b>	<b>\$945</b>

2. **Adopt the Shire of Boddington Statement of Objects and Reasons as contained in Attachment 9.3.3A.**
3. **Advertises the proposed differential rates for a period of 21 days, in accordance with Section 6.36 (1) of the Local Government Act 1995.**
4. **Notes any submissions received in response to 1 and 2 above, will be presented to Council for consideration at a future Council meeting.**

**Seconded: Cr G Ventris**

**Carried: 7/0**

## Statement of Objects and Reasons

This Statement is published by the Shire of Boddington in accordance with Section 6.36 of the Local Government Act 1995 to advise the public of its objectives and reasons for implementing differential rates.

The purpose of levying rates is to meet Council's budgetary requirements in each financial year in order to deliver services, facilities and community infrastructure. Property valuations provided by the Valuer General are used as the basis for the calculation of rates each year.

Section 6.36 of the Local Government Act provides the ability to differentially rate properties based on zoning and/or land use as determined by the Shire of Boddington. The application of differential rating maintains equity in the rating of properties across the Shire, enabling the Council to provide facilities, services and infrastructure to the entire community and visitors to the area.

Summary of the proposed minimum payments and rates in the dollar for 2023/24.

Rating Category	Rate in the Dollar	Minimum Rate
GRV General	0.116774	\$945
UV General	0.005205	\$945
UV Mining	0.031027	\$945
UV Commercial	0.021617	\$945
UV Special Rural	0.009397	\$945

### Gross Rental Values (GRV)

The Local Government Act 1995 provides that properties of a Non-Rural purpose be rated using the Gross Rental Valuation (GRV) as the basis for the calculation of annual rates. The Valuer General determines the GRV for all properties with a non-rural purpose within the Shire of Boddington approximately every five years and provides a GRV Roll. The current valuation is effective from 1 July 2019. Interim valuations are provided regularly to Council by the Valuer General for properties where changes have occurred during the year (i.e. subdivisions or strata title of property, amalgamations, building constructions, demolition, additions and/or property rezoning). In such instances, the Shire recalculates the rates for the affected properties and issues interim rate notices.

### GRV – General Rate

All land within the Shire used for non-rural purposes (GRV) is rated using a uniform GRV Rate. The uniform rate is calculated and adopted after the consideration of many factors such as current economic conditions, increases to land valuations as assessed by the Valuer General's Office, the infrastructure and service improvement proposals contained in the Budget, as well as other factors. It is considered that for this financial year the valuations imposed by the Valuer General provides the capacity for the additional rate contributions that may be required from different zoning/land use and therefore the need for a differential rate is not deemed necessary.

### Unimproved Values (UV)

The Local Government Act 1995, provides that properties predominantly used for a rural purpose are assigned an Unimproved Value as supplied and reviewed by the Valuer General on an annual basis. The unimproved value of land refers to the market value of the land in its natural state without improvements such as buildings, fences, dams etc.

The rate in the dollar set for the UV-Rural category forms the basis for calculating all other UV differential rates. Interim valuations are provided regularly to Council by the Valuer General for properties where changes have occurred during the year (i.e. subdivisions of property, amalgamations, and/or property rezoning). In such instances Council recalculates the rates for the affected properties and issues interim rate notices.

### **UV - General**

#### Characteristics

This rating category covers properties with a UV valuation and predominant rural land use.

#### Objects

To provide a base level of rating for UV properties.

#### Reasons

This rate reflects the level of rating required to raise the necessary revenue to operate efficiently and provide local government services and infrastructure.

### **UV - Mining**

#### Characteristics

This rating category covers all Mining Leases, Exploration Licenses, Prospecting Licences, Retention Licenses, General Purpose Leases, Special Prospecting Licences for Gold and Miscellaneous Licenses as defined under the Mining Act with a UV valuation. It also includes properties with a UV valuation that are held for mining purposes.

#### Objects

To raise additional revenue to fund cost impacts to the Shire from mining activities.

#### Reasons

This differential rate is higher than UV-General to improve fairness and equity outcomes by:

- Applying a premium to compensate for the different valuation method and comparatively lower valuation level compared to equivalent properties in built-up areas.
- Applying a premium to reflect the following key points:
  - A mining buffer was originally identified in 2007 to assist in accommodating bauxite and gold mining and to reduce land use conflict. The mining buffer protects mining operations from sensitive land uses and development which could prejudice the extraction (now and in the future) of mineral and basic raw material resources.
  - Mining operations have resource implications on other Shire services and assets including environmental health, emergency management, town planning services and administration.
  - The impact of higher road infrastructure maintenance costs to the Shire as a result of frequent vehicle use over extensive lengths of roads.

### **UV - Commercial**

#### Characteristics

This rating category covers all properties with a UV valuation with any intensive usage which is significantly different from agricultural or horticultural production.

#### Objects

This differential rate is to raise additional revenue to fund cost impacts to the Shire from this type of development.

#### Reasons

This category is rated higher to reflect the higher infrastructure maintenance required from commercial activities within a rural zone.

## **UV – Rural Residential**

### Characteristics

This rating category covers all properties with a UV valuation which are zoned Rural Residential and Rural Smallholdings in the Local Planning Scheme No. 3.

### Objects

To raise an equitable level of rates in comparison to other categories.

### Reasons

This category has a higher rate in the dollar than UV General to ensure that all properties can be rated equitably, including the ability to have a consistent minimum rate across all categories.

## **Minimum Payments**

The setting of general minimum payment level within all rating categories is an important method of ensuring all properties contribute an equitable rate amount to non-exclusive services. The minimum payment has been set at \$945 for all rating categories.

### 9.3.4 2023/24 Schedule of Fees & Charges

File Reference:	3.0004
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Executive Manager Corporate Services
Attachments:	9.3.4A Proposed 2023/2024 Schedule of Fees & Charges

#### Summary

The proposed Schedule of Fees and Charges for 2023/2024 is presented to Council for adoption, to allow implementation as at 10 July 2023.

#### Background

A local government has the power to impose and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed. Fees and charges are to be imposed when adopting the Annual Budget, but may also be imposed during a financial year or amended from time to time during that financial year. When imposing or amending fees and charges after the annual budget adoption, local public notice must be given before the fee or charge becomes effective.

Following the adoption of the proposed fees and charges a minimum of seven (7) days will be given before the new fees and charges become effective, being the 10 July 2023. It will be necessary for Council to re-adopt a new schedule for the 2023/2024 financial year in conjunction with adoption of the Annual Budget in August 2023.

#### Comment

The majority of increases imposed throughout the majority of the fees and charges are between 3% and 5%. This is in line with the inflation factor provided for in the 10 year Long Term Financial Plan. There has not been any major changes to the restructuring to the fees and charges as there was in 2022/2023, however, some new charges are proposed, and include:

- Optional Gardening Service provision for Independent Living Village tenants of \$60 per month
- Fee for double compartments in the niche wall at cemetery is \$278.25
- Administration fee for unpaid and overdue infringements of \$35
- Dangerous Dog annual compliance inspection fee with 1<sup>st</sup> inspection free and then \$100 thereafter
- Disposal of mattress at refuse site:
  - Residential - \$20
  - Commercial - \$50
- Disposal of refrigerated appliances now \$20 to cover de-gas costs

There are also many charges that are set by legislation, particularly throughout the building, planning and health area, with the Shire having no control on the amounts set. These have been denoted against fees or charges where these are prescribed by legislation.

The attached Schedule itemises each fee and charge.

## Consultation

The review process of the fees and charges included review of other local government schedules and pricing of other service providers.

## Strategic Implications

Aspiration	Performance
Outcome 12	Visionary Leadership and Responsible Governance
Objective 12.2	Responsibly manage the Shire's finances, human resources and assets

## Legislative Implications

Local Government Act 1995

### 6.16. Imposition of fees and charges

- (1) A local government may impose\* and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

\* Absolute majority required.

- (2) A fee or charge may be imposed for the following —
- (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;
  - (b) supplying a service or carrying out work at the request of a person;
  - (c) subject to section 5.94, providing information from local government records;
  - (d) receiving an application for approval, granting an approval, making an inspection and issuing a license, permit, authorisation or certificate;
  - (e) supplying goods;
  - (f) such other service as may be prescribed.

- (3) Fees and charges are to be imposed when adopting the annual budget but may be -

- (a) imposed\* during a financial year; and
- (b) amended\* from time to time during a financial year.

\* Absolute majority required.

## Policy Implications

Nil

## Financial Implications

The revenue raised from Fees & Charges will be included in the 2023/2024 Annual Budget.

## Economic Implications

Nil

## Social Implications

Fees and charges reflect the costs of providing services to the community.

## Environmental Considerations

Nil

## Risk Considerations

Risk Statement and Consequence	There is a risk of not setting a fee or charge appropriately to recover the cost of providing goods and services, resulting in other funding sources subsidising the costs. Equally, increasing fees too high could adversely impact users for the cost of services which may result in underutilisation of facilities and loss of revenue. Consideration must also be given to legislative requirements to certain fees and charges and if not done correctly may result in noncompliance.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational / Financial / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

## Options

1. Council may adopt the attached 2023/2024 Schedule of Fees and Charges as presented.
2. Council may choose to amend any part of the attached 2023/2024 Schedule of Fees and Charges.

## Voting Requirements

Absolute Majority

## Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 76/23**

**Moved: Cr L Lewis**

**That Council:**

1. **Adopt the proposed Schedule of Fees and Charges for 2023/2024 as contained in Attachment 9.3.4A, and provide local public notice, in accordance with Section 6.19 of the Local Government Act 1995, for a minimum of 7 days with them to take effect from 10 July 2023.**
2. **Note that all residential housing and long term residents of the caravan park rental increases are to apply after tenants have been given 60 days' notice, as required by the Residential Tenancies Act 1987 (WA) and the Residential Parks (Long-stay Tenants) Act 2006.**

**Seconded: Cr E Schreiber**

**Carried: 7/0**

## PROPOSED FEES and CHARGES for 2023/24

Administration		Fee \$ (GST incl)	GST Y/N	GL Account
A4 Copies - Black & White	per page	\$0.75	Y	120340100
A4 Copies - Colour	per page	\$1.50	Y	120340100
A3 Copies - Black & White	per page	\$1.50	Y	120340100
A3 Copies - Colour	per page	\$3.00	Y	120340100
Laminating - A4		\$2.75	Y	120340100
Laminating - A3		\$4.00	Y	120340100
Rate Enquiry/Orders & Requisitions		\$107.50	N	120310150
Rates Notice Reprint	per notice	\$23.25	N	120310150
Direct Debit Administration Fee	per assessment	\$27.50	N	120310100
Special Arrangement to Pay Rates and Services Charges	per assessment	\$27.50	N	120310100
Rates Instalment Fee - 2 instalments	per assessment	\$15.00	N	120310100
Rates Instalment Fee - 4 instalments	per assessment	\$30.00	N	120310100
Search Fees e.g. Property File, general etc	minimum 1 hour	\$70.50	Y	120340100
Council Minutes (per copy) - <i>Free of charge on website</i>		\$63.00	Y	120340100
Special Series Number Plates - DOT Portion \$205.00 plus Shire Charge		\$333.00	Y	121052200

Freedom of Information		Fee \$ (GST incl)	GST Y/N	GL Account
Application Fee for Non Personal Information	WA FOI Act 1992	\$30.00	N	120340110
Application Fee for Personal Information		NIL		NIL
FOI Photocopying	per A4 copy	\$0.20	N	120340110
Staff Time ( Search and Discovery of Documents)	per hour	\$30.00	N	120340110

**These charges are set in accordance with the provisions of the Freedom of Information Regulations 1993.**

Retirement Village & Independent Living Units		Fee \$ (GST incl)	GST Y/N	GL Account
Retirement Village - 2 x units	2 bed 1 garage	\$216.50	N	120820130
Retirement Village - 2 x units	3 bed 2 garage	\$247.50	N	120820130
Independent Living Units - Unit 8 To Unit 14, Forrest Street	2 bed 1 garage	\$237.00	N	120820150
Independent Housing Units - Hotham Ave - 4 units	2 bed 1 garage	\$165.00	N	120820100
Optional Gardening Service (Independent Living Village)	per month (Max 1 hour)	\$60.00	Y	NEW

**Rental increases are to apply after tenants have been given 60 days' notice, as required by the Residential Tenancies Act 1987 (WA).**

Early Learning Centre		Fee \$ (GST incl)	GST Y/N	GL Account
Half Day 6am to Midday or Midday to 6pm - Permanent Booking		\$66.00	N	120820010
Half Day 6am to Midday or Midday to 6pm - Casual Booking		\$72.50	N	120820010
Full Day - Permanent Booking		\$101.00	N	120820010
Full Day - Casual Booking		\$108.50	N	120820010
Before School - Permanent Booking		\$22.00	N	120820010
Before School - Casual Booking		\$24.00	N	120820010
After School - Permanent Booking		\$27.00	N	120820010
After School - Casual Booking		\$29.00	N	120820010
Short- Term Care ( 2 hours)		\$27.00	N	120820010
Early Opening Fee (5.30am to 6.00am)		\$10.50	N	120820010
Late Closing Fee (6.00pm to 6.30pm)		\$10.50	N	120820010
Late Fee ( \$1 per minute for first 15 minutes)		\$1.50	N	120820010
Late Fee (\$10 per minute thereafter)		\$10.50	N	120820010
Cancellation Notice Permanents	2 weeks notice - full fees applicable			
Cancellation Notice Casual Bookings	24 hours notice - full fees applicable			

Living Longer Living Stronger		Fee \$ (GST incl)	GST Y/N	GL Account
Initial Assessment Tier 1		\$85.00	Y	12082080
Initial Assessment Tier 2		\$60.00	Y	12082080
Casual Session Fee Tier 1		\$5.00	Y	12082080
Casual Session Fee Tier 2		\$5.00	Y	12082080



## PROPOSED FEES and CHARGES for 2023/24

Youth Centre		Fee \$ (GST incl)	GST Y/N	GL Account
Entry Fee		NIL	Y	120833000
Food and Beverage	as per seasonal price list		Y	120833000

Water Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Standpipe Water - Use per kilolitre ( or part thereof)		\$10.00	N	120510100
Truck Bay Standpipe Water - Use per kilolitre ( or part thereof)		\$5.00	N	120510100
Standpipe Water - Minimum Fee		\$10.00	N	120510100
Standpipe Access Cards or Keys Bond	per card or key	\$120.00	N	TRUST

Recreation Centre		Fee \$ (GST incl)	GST Y/N	GL Account
Not for Profit - Per Day ( 9am to 12am)	Function Room Only	\$130.00	Y	121130350
Not for Profit - Half Day ( 4 Hour Slots)	Function Room Only	\$78.00	Y	121130350
Not for Profit - Per Hour	Function Room Only	\$26.00	Y	121130350
Not for Profit - Kitchen	Kitchen Only	\$54.00	Y	121130350
Commercial - Per Day ( 9am to 12am)	Function Room Only	\$296.00	Y	121130350
Commercial - Half Day ( 4 Hour Slots)	Function Room Only	\$178.00	Y	121130350
Commercial - Per Hour	Function Room Only	\$59.00	Y	121130350
Commercial - Kitchen	Kitchen Only	\$98.00	Y	121130350
Single Court	per hour	\$24.00	Y	121130350
Double Court	per hour	\$26.00	Y	121130350
CMCA - Whole of Facility ( except courts)	per event( weekly)	\$3,326.00	Y	121130350

Town Hall		Fee \$ (GST incl)	GST Y/N	GL Account
Not for Profit - Per Day ( 9am to 12am)	Function Room Only	\$108.00	Y	121110100
Not for Profit - Half Day ( 4 Hour Slots)	Function Room Only	\$65.00	Y	121110100
Not for Profit - Per Hour	Function Room Only	\$22.00	Y	121110100
Not for Profit - Kitchen	Kitchen Only	\$28.00	Y	121110100
Commercial - Per Day ( 9am to 12am)	Function Room Only	\$212.00	Y	121110100
Commercial - Half Day ( 4 Hour Slots)	Function Room Only	\$127.00	Y	121110100
Commercial - Per Hour	Function Room Only	\$42.00	Y	121110100
Commercial - Kitchen	Kitchen Only	\$49.00	Y	121110100

Ovals & Parks (Town Oval/Boddington Old School Oval/Foreshore)		Fee \$ (GST incl)	GST Y/N	GL Account
Ovals - Local Community Group	per use	\$124.00	Y	121130300
Ovals - Other	per use	\$443.00	Y	121130300
Foreshore	per use	\$124.00	Y	121130300
Town Oval - Light Usage - All Users	per use	\$36.50	Y	121130300

Bonds		Fee \$ (GST incl)	GST Y/N	GL Account
Access, Facility and Key	applicable to all hirers	\$120.00	N	TRUST
Cleaning	applicable to all hirers	\$120.00	N	TRUST
Gazebo	applicable to all hirers	\$120.00	N	TRUST

Sporting Club Hire Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Boddington Badminton Club	includes juniors	\$331.00	Y	121130900
Boddington Cricket Club	includes juniors	\$507.50	Y	121130900
Boddington Tennis Club	includes juniors	\$1,173.00	Y	121130900
Boddington Football Club	includes juniors	\$4,686.50	Y	121130900
Boddington Netball Club	includes juniors	\$1,173.00	Y	121130900
Boddington Tennis Club	includes juniors	\$1,173.00	Y	121130900
Boddington Junior Basketball		\$130.50	Y	121130900
Introductory Sports Initial Fee		\$94.50	Y	121130900

## PROPOSED FEES and CHARGES for 2023/24

Swimming Pool Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Season Family	immediate dependants only	\$260.50	Y	121120200
Season - Adult		\$119.00	Y	121120200
Season - Child 3-17 years		\$65.00	Y	121120200
Season - Aged and/or Concession Card Holder		\$65.00	Y	121120200
Daily - Adult		\$5.00	Y	121120200
Daily - Child 3-17 years		\$3.00	Y	121120200
Daily - Aged and/or Concession Card Holder		\$3.00	Y	121120200
Daily - School Entry		\$3.00	Y	121120200
Lane Hire	per lane, per hour	\$10.50	Y	121120200
After Hours Fee		\$75.00	Y	121120200
Vacswim	normal admission fee		Y	121120200
Intraschool Swimming Carnivals		No Charge	Y	121120200

Cemetery Fees		Fee \$ (GST incl)	GST Y/N	GL Account
Burial		\$2,042.50	Y	121050200
Extra Depth ( per 300 mm)		\$181.00	Y	121050200
Grave Re-Opening - Ordinary Grave - No Masonry		\$1,981.00	Y	121050200
Land for Graves - Grant of Right of Burial		\$185.50	N	121050200
Land for Graves - Exhumation Fee		\$2,472.00	Y	121050200
Land For Graves - Re-internment After Exhumation		\$1,236.00	Y	121050200
Monumental Work - Permission to Erect Headstone - Annual Permit		\$188.00	Y	121050200
Monumental Work - Permission to Erect Headstone - Single Permit		\$27.00	Y	121050200
Funeral Director's License - Annual Permit		\$520.50	Y	121050200
Funeral Director's License - Single Permit		\$88.00	N	121050200
Funeral Director's License - Re-Issue of Grant of Burial/Registration of Assigned Grant		\$185.50	N	121050200
Penalty Fees - Internment of Oblong or Oversized Casket	additional fee	\$265.50	N	121050200
Penalty Fees - Internment on Weekend, Public Holiday or After Hours	additional fee	\$212.50	N	121050200
Disposal of Ashes - Spreading of Ashes		Nil		121050200
Disposal of Ashes - Second Internment - Second Plaque on Plate		At Cost plus 10%	Y	121050200
Disposal of Ashes - Placement of Ashes in Existing Family Grave 300mm Depth		\$265.50	Y	121050200
Reservations - Niche Wall - Single		\$185.50	Y	121050200
Reservations - Niche Wall - Double		\$278.25	Y	121050200
Miscellaneous Charges - Copy of Grant of Burial		\$36.50	Y	121050200
Miscellaneous Charges - Plaques		At Cost plus 10%	Y	121050200
Miscellaneous Charges - Plaque Installation Costs ( Staff Labour)		\$159.50	Y	121050200

Caravan, Camping Sites, Overnight Accommodation and Long Term Accommodation		Fee \$ (GST incl)	GST Y/N	GL Account
Caravan En-suite - Weekly	2 Adults & 2 Children	\$245.00	Y	121320600
Caravan En-suite - Single Night	2 Adults & 2 Children	\$55.00	Y	121320600
Caravan En- suite - Additional Persons		\$13.00	Y	121320600
Caravan Other Sites - Weekly	2 Adults & 2 Children	\$200.00	Y	121320600
Caravan Other Sites - Single Night	2 Adults & 2 Children	\$40.00	Y	121320600
Caravan Other Sites - Additional Persons		\$10.00	Y	121320600
Camping - Powered	2 Adults & 2 Children	\$30.00	Y	121320600
Camping - Non - Powered	2 Adults & 2 Children	\$20.00	Y	121320600
Camping - Additional Persons	Powered/Non-Powered Sites	\$7.00	Y	121320600
<b>CMCA Caravan Club 10% discount on presentation of card</b>			Y	121320600
Shower/Toilet Use Only		\$6.00	Y	121320600
Old Police Station	up to 4 persons	\$165.00	Y	121320650
Old Police Station - Additional Persons	maximum of 6 persons	\$27.00	Y	121320650
Old Police Station - Overflow Events Friday/Saturday	up to 4 persons	\$310.00	Y	121320380
Old Police Station - Overflow Events Friday/Saturday Additional Persons	maximum of 6 persons	\$27.00	Y	121320380
Overflow Camping - Friday/Saturday - Per Adult	including Rodeo	\$30.00	Y	121320380
Overflow Camping - Friday/Saturday - Per Child	including Rodeo	\$10.00	Y	121320380

## PROPOSED FEES and CHARGES for 2023/24

Caravan, Camping Sites, Overnight Accommodation and Long Term Accommodation		Fee \$ (GST incl)	GST Y/N	GL Account
Long Term Accommodation - En-suite Weekly (28 continuous nights or more)	2 Adults & 2 Children	\$200.00	Y	121320600
Long Term Accommodation - En-suite Weekly Additional Persons (28 continuous nights or more)	additional persons	\$50.00	Y	121320600
Long Term Accommodation - Other Sites Weekly (28 continuous nights or more)	2 Adults & 2 Children	\$175.00	Y	121320600
Long Term Accommodation - Other Sites Weekly Additional Persons (28 continuous nights or more)	additional persons	\$35.00	Y	121320600
Tenancy Documentation Preparing Fee (3 Months or over)		\$67.50	Y	121320600
<b>Increases are to apply after tenants have been given 60 days notice, as required by the Residential Parks ( Long Stay Tenants) Act 2006 Section 11(1)(b)</b>				

Plant & Equipment/Private Works (Hourly)		Fee \$ (GST incl)	GST Y/N	GL Account
Grader	(includes operator) per hour	\$216.50	Y	121460050
Truck (Tandem 10m3)	(includes operator) per hour	\$204.00	Y	121460050
Loader	(includes operator) per hour	\$204.00	Y	121460050
Tractor	(includes operator) per hour	\$184.50	Y	121460050
Multi Tyred Roller	per hour plus mobilisation	\$192.00	Y	121460050
Massey Loader/Tractor	(includes operator) per hour	\$184.50	Y	121460050
Road Broom & Utility	(includes operator) per hour	\$204.00	Y	121460050
Footpath Sweeper	(includes operator) per hour	\$184.50	Y	121460050
Tractor & Slasher	(includes operator) per hour	\$216.50	Y	121460050
Utility	(includes operator) per hour	\$96.00	Y	121460050
Supervisor - Including Vehicle	(includes operator) per hour	\$204.00	Y	121460050
Supervisor - Excluding Vehicle	per hour	\$107.50	Y	121460050
Labour Hire	per hour	\$96.00	Y	121460050
Labour Hire - Overtime - Time and a half	per hour	\$150.00	Y	121460050
Labour Hire - Overtime - Double Time	per hour	\$192.00	Y	121460050

Directional Signage		Fee \$ (GST incl)	GST Y/N	GL Account
Directional Signage Request	Per Sign	\$111.00	Y	121460050
Directional Signage Ordering, Manufacturing & Erection	Per Sign	\$465.50	Y	121460050
Directional Signage Return	Per Sign	\$114.50	Y	121460050

Ranger Fees & Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Animal Euthanasia Fee - (During Office Hours)		\$93.00	Y	120520200
Ranger Call Out Fee - Wandering Livestock, Animal Destruction and Illegal Burning	minimum charge of 3 hours	\$160.50	Y	120520100
Transportation of Animals Impounded Per Vehicle Load or Part Thereof	at cost + 10% plus admin fee		Y	120520100
Wandering Livestock - Local Law Charge		\$253.50	Y	120520100
Additional Labour Fee For Dealing With Stock		\$91.50	Y	120520100
Impound Fee - Mon - Frid (Excluding Public Holidays)	8am - 5pm	\$72.50	Y	120520100
Impound Fee - All Other Times		\$194.50	Y	120520100
Impound Sustenance Fees - Dogs & Cats	daily fee	\$23.50	Y	120520100
Impound Sustenance Fees - Horses, Mules, Bulls, Geldings (per head)	daily fee	\$22.50	Y	120520100
Impound Sustenance Fees - Pigs, Rams, Lambs, Goats (per head)	daily fee	\$15.00	Y	120520100
Animal Trap Bond - Cat Trap Small, Dog/Fox Trap Large	per trap	\$120.00	Y	TRUST
Animal Trap Hire - Per Week	per trap	\$15.00	Y	120520400
Parking Local Laws		\$62.00	Y	120530400
Vehicles/Abandoned Vehicles Recovery - During Office Hours	plus tow vehicle & refuse charges	\$92.00	Y	120530300
Vehicles/Abandoned Vehicles Recovery - After Hours	plus tow vehicle & refuse charges	\$162.50	Y	120530300
Administration Fee - Unpaid or overdue Infringements		\$35.00	Y	120530300

## PROPOSED FEES and CHARGES for 2023/24

Dog Registration Fees & Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Dog Registration - Unsterilised 1 Year		\$50.00	N	120520300
Dog Registration - Unsterilised 3 Years		\$120.00	N	120520300
Dog Registration - Unsterilised - Lifetime		\$250.00	N	120520300
Dog Registration - Sterilised 1 Year		\$20.00	N	120520300
Dog Registration - Sterilised 3 Years		\$42.50	N	120520300
Dog Registration - Sterilised - Lifetime		\$100.00	N	120520300
Dog Registration - Pensioner Concession - 50% Of Above Fees			N	120520300
Dog Registration - Working Dogs - 50% Of Working Dogs			N	120520300
Registration Of Dog Kept In Approved Kennel		\$200.00	N	120520300
Dangerous Dog - Annual Compliance Inspection - 1st Inspection		Free	N	120520300
Dangerous Dog - Annual Compliance Inspection - 2nd Inspection		\$100.00	N	120520300
<b>All Dog Registration Fees Are Legislated In The Dog Act</b>				

Cat Registration Fees & Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Cat Registration - Sterilised 1 Year		\$20.00	N	120520350
Cat Registration - Sterilised 3 Years		\$42.50	N	120520350
Cat Registration - Sterilised - Lifetime		\$100.00	N	120520350
Cat Registration - Pensioner Concession - 50% Of Above Fees			N	120520350
<b>All Cat Registration Fees Are Legislated In The Cat Act</b>				

Microchipping Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Dog Microchipping		\$50.00	Y	120520350
Cat Microchipping		\$50.00	Y	120520350

Refuse Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Domestic Kerbside Refuse & Recycling Collection on Rate Notice		\$370.00	N	121010100
Commercial Kerbside Refuse & Recycling Collection on Rate Notice		\$370.00	N	121020400
Commercial/Domestic Additional Kerbside Refuse & Recycling Bin Service		\$370.00	N	121010600
Domestic Refuse Service Only		\$290.00	N	121010100
Commercial Refuse Service Only		\$290.00	N	121020400
Domestic Recycling Service Only		\$95.00	N	121010100
Commercial Recycling Service Only		\$95.00	N	121020400
Additional Commercial/Domestic Recycling Bin Service Only		\$95.00	N	121010600
Eligible Pensioners/Seniors - Kerbside Refuse & Recycling Collection on Rate Notice		\$265.00	N	121010100
Eligible Pensioners/Seniors - Additional Kerbside Refuse & Recycling Bin Service		\$370.00	N	121010600
Eligible Pensioners/Seniors - Domestic Refuse Service Only		\$220.00	N	121010100
Eligible Pensioners/Seniors - Additional Refuse Bin Service Only		\$290.00	N	121010100
Eligible Pensioners/Seniors - Recycling Bin Service Only		\$95.00	N	121010100
Eligible Pensioners/Seniors - Additional Recycling Bin Service Only		\$95.00	N	121010100

Tip Refuse Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Commercial - Disposal of 1m3 of Any Type of Waste	per ticket	\$28.00	Y	121010300
Commercial - Disposal of 0.230m3 of Any Waste	wheelie bin ticket	\$8.00	Y	121010300
Commercial - Disposal of Clean Green Waste/Mulched per 1m3		\$7.00	Y	121010300
Commercial - Disposal of Clean Green Waste - Commercial Mulched		\$0.00	Y	121010300
Asbestos Burial - per m3		\$186.50	Y	121010300
Septage Per Litre	cents per litre	\$0.25	Y	121020500
Vehicle Bodies - Car		\$85.00	Y	121010300
Vehicle Bodies - Truck		\$169.50	Y	121010300
Out Of Hours Supervision Refuse Site Access By Prior Appointment	minimum of 1 hour or part thereof	\$96.00	Y	121020500
Non-Commercial Mattress Disposal		\$20.00	Y	121010300
Commercial Mattress Disposal		\$50.00	Y	121010300
Refrigerated appliances ( charge to de-gas) includes air conditioners		\$20.00	Y	121010300

## PROPOSED FEES and CHARGES for 2023/24

Health Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Notification of Food	per annum	\$534.00	N	120751000
Stallholders/Traders Permit Per Day ( Or Part Thereof)		\$54.00	N	120751000
Stallholders Permit Per Day ( Or Part Thereof) Community/Non Profit		Free	N	120751000
<b>Food Business Surveillance and Inspection Fee</b>				
a. Risk Category - High		\$1,066.50	N	120751000
b. Risk Category - Medium		\$534.00	N	120751000
c. Risk Category - Low		\$267.00	N	120751000
d. Risk Category - Exempt		NIL	N	120751000
Late Payment Administration Fee		\$50.00	N	120751000
Offensive Trade Licence Other E.g. Piggery	per annum	\$287.50	N	120751000
Septic Tank Application - Local Government Report		\$139.50	N	121030100
Construction of Annex or Shed at Caravan Park		\$117.50	N	121040100
Lodging House Licence 6-15 persons	per annum	\$70.50	N	121340100
Lodging House Licence 16-25 persons	per annum	\$139.50	N	121040100
Lodging House Licence 26+ persons	per annum	\$203.00	N	121040100
Water Testing		\$96.00	N	120751000
Water Testing travel	per kilometre	\$1.00	N	120751000
<b>Food Businesses</b>				
Notification of Food Business*		\$80.00	N	120751000
Registration of Food Business*		\$240.00	N	120751000
Change of Ownership/ Business Details*		\$80.00	N	120751000
Application for Assessment (preliminary approval of plans)		\$205.50	N	120751000
Late Payment Administration Fee		\$50.00	N	120751000
<b>Annual Food Business Surveillance and Inspection Fee (pro rata may apply to new food businesses)</b>				
Low Risk		\$194.00	N	120751000
Medium Risk		\$429.50	N	120751000
High Risk		\$590.00	N	120751000
Exempt		No Charge	N	120751000
Family Day Care		\$100.00	N	120751000
<b>Temporary Food Stall Permits</b>				
Annual Application and Risk Assessment		\$191.50	N	120751000
Application and Risk Assessment – single day event		\$57.50	N	120751000
Every Additional Trading Day – per event		\$15.50	N	120751000
Non-profit Community Groups		No Charge	N	120751000
<b>Waste Water Treatment System Fees</b>				
Application for Effluent Disposal Assessment*		\$118.00	N	121030100
<b>Schedule 1 of Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations</b>				
Issuing of Permit to Use*		\$118.00	N	121030100
<b>Schedule 1 of Health (Treatment of Sewage and Disposal of Effluent and Liquid Waste) Regulations</b>				
Onsite Effluent Disposal Report		\$208.50	N	121030100
<b>Public Trading Permit</b>				
Application Fee Per Annum – non refundable plus on issue or renewal		\$108.50	N	120751000
Permit Fee - Daily		\$33.50	N	120751000
Permit Fee – Monthly		\$162.50	N	120751000
Permit Fee - Annual		\$590.00	N	120751000
<b>Inspections and Reports on Request</b>				
<b>Service Request Fee</b>				
Inspection on Request (working hours)		\$187.84	N	120751000
Inspection on Request (after hours)		\$276.29	N	120751000
<b>Sampling Fees</b>				
Food, Water Sampling (excludes analytical and freight costs)		\$135.00	N	120751000
Routine Non-scheme Drinking Water - annual fee (excludes analytical and freight costs- charge at cost)		\$241.00	N	120751000
Routine Non-scheme Drinking Water - per sample (excludes analytical and freight costs- charge at cost )		\$85.00	N	120751000
Annual public swimming pool auditing/sampling - 1 to 2 samples (excludes analytical and freight costs- charge at cost )		\$206.50	N	120751000
Annual public swimming pool auditing/sampling - > 2 samples (excludes analytical and freight costs- charge at cost )		\$241.00	N	120751000

## PROPOSED FEES and CHARGES for 2023/24

Health Charges (continued)		Fee \$ (GST incl)	GST Y/N	GL Account
<b>Lodging House Fees</b>				
New and Annual Registration Fee		\$191.50	N	121040100
<b>Personal Care Businesses, Skin Penetration</b>				
Hairdressers, Personal Care and Skin Penetration Registration Fee		\$70.00	N	121040100
Annual Registration Renewal Fee		\$70.00	N	121040100
<b>Other Applications/ Health Fees</b>				
Environmental Health Officer - hourly fee		\$200.00	N	120751000
Public building Application Fee		\$205.50	N	120751000
Public Buildings Maximum Certification Costs* - Schedule 1 of Health (Public Buildings) Regulations 1992		\$871.00	N	120751000
All other Applications for Approval		\$208.00	N	120751000
Keeping of Bees Non-commercial Purposes		\$79.00	N	120751000
Offensive Trades License – per annum		\$279.00	N	120751000
Caravan Park License		\$200.00	N	120751000
<b>*denotes the fees and charges that are prescribed by legislation</b>				

Town Planning		Fee \$ (GST incl)	GST Y/N	GL Account
<b>Development Applications Fees</b>				
No more than \$50,000		\$147.00	N	121040100
More than \$50,000 but less than \$500,000	0.32% of projected cost		N	121040100
More than \$500,000 but less than \$2.5m	\$1,700 + 0.257% for every \$1 in excess of \$500,000		N	121040100
More than \$2.5m but less than \$5m	\$7,161 + 0.206% for every \$1 in excess of \$2.5m		N	121040100
More than \$5m but less than \$21.5m	\$12,633 + 0.123% for every \$1 in excess of \$5m		N	121040100
More than \$21.5m		\$34,196.00	N	121040100
<b>Miscellaneous Development Applications</b>				
Single dwelling (with approved building envelope or complying with setbacks)		\$147.00	N	121040100
Ancillary Accommodation/Granny Flat/Caretakers Dwelling		\$147.00	N	121040100
Farm-Stay/Bed & Breakfast Cottage (in existing residence)		\$308.00	N	121040100
Application for home occupation		\$222.00	N	121040100
Industry Cottage		\$222.00	N	121040100
Sign Application Fee		\$147.00	N	121040100
Relocation of a Building envelope		\$308.00	N	121040100
Setback reduction (in addition to other fees)		\$147.00	N	121040100
Application for change of use or for change of a non-conforming use where no new development is occurring		\$295.00	N	121040100
Alfresco Dining		\$147.00	N	121040100
Extending conditional Development Approval/Renewal Fee		\$73.00	N	121040100
Extractive Industry		\$758.00	N	121040100
Timber Plantation - value of development based on estimated minimum costs of development of \$1,200 per planted hectare		\$600.00	N	121040100
Rural Use/Industry a) 'P' use in LPS No.2		\$147.00	N	121040100
Rural Use/Industry b) 'AA' or "SA" use in LPS No.2		\$470.00	N	121040100
Strata Title Fees a) For a certificate under Section 5B(2)		\$121.00	N	121040100
Strata Title Fees b) For a certificate under Section 8A(f) or 9(3)		\$121.00	N	121040100
<b>Development Assessment (DAP)</b>				
Not less than \$2m and less than \$7m		\$5,701.00	N	121040100
Not less than \$7m and less than \$10m		\$8,801.00	N	121040100
Not less than \$10m and less than \$12.5m		\$9,576.00	N	121040100
Not less than \$12.5m and less than \$15m		\$9,849.00	N	121040100
Not less than \$15m and less than \$17.5m		\$10,122.00	N	121040100
Not less than \$17.5m and less than \$20m		\$10,397.00	N	121040100
\$20m or more		\$10,670.00	N	121040100
An application under regulation 17 (Form 2:Amendment)		\$245.00	N	121040100

## PROPOSED FEES and CHARGES for 2023/24

Town Planning (continued)		Fee \$ (GST incl)	GST Y/N	GL Account
<b>Scheme Amendments/Structure Plan</b>				
Basic Amendment		\$600.00	N	121040100
Standard Amendment		\$2,750.00	N	121040100
Complex Amendment		\$5,000.00	N	121040100
Basic Structure Amendment		\$1,000.00	N	121040100
Standard Structure Amendment		\$2,750.00	N	121040100
Complex Structure Amendment		\$5,000.00	N	121040100
Revised Basic Structure Plan		\$600.00	N	121040100
Revised Standard Structure Plan		\$2,750.00	N	121040100
Revised Complex Structure Plan		\$5,000.00	N	121040100
Local Development Plans		\$2,750.00	N	121040100
Revised Local Development Plans		\$600.00	N	121040100
Subdivisions				
Clearance Certificates				
Up to 5 lots ( per lot )		\$73.00	N	121040100
6 - 195 lots ( per lot ) first 5		\$73.00	N	121040100
6 - 195 lots ( per lot ) thereafter		\$35.00	N	121040100
More than 195 lots ( total )		\$7,393.00	N	121040100
Engineering Supervision Fees % contract price		\$1.50	N	121040100
Maintenance Bond ( held for 12 months ) % contract price		\$4.00	N	121040100
Open Planning Fees				
Issue of Zoning Certificate		\$73.00	N	121040100
Section 40 Certificate		\$82.00	N	121040100
Issue of Property Settlement Questionnaire		\$73.00	N	121040100
Issue of Written Planning Advice		\$73.00	N	121040100
Certificate of Title Search		\$85.00	N	121040100
Permanent Road Reserve Closure + Advertising Costs		\$1,000.00	N	121040100
Cash in Lieu of Car Parking Per Car Park Bay		\$4,372.00	N	121040100
Cash in Lieu of Car Parking Per Car Park Bay - Land Construction and Drainage Costs		Allowance	N	121040100
Planning Documents ( All on Website)				
Local Planning Scheme Text & Maps		\$100.00	N	121040100
Local Planning Strategy		\$100.00	N	121040100
Boddington - Ranford Townsite Strategy		\$100.00	N	121040100
Municipal Heritage Inventory		\$100.00	N	121040100
Flood Strategy		\$100.00	N	121040100
<b>NB : Town Planning fees are set by legislation and the fee applicable at the time will be charged</b>				

Building Services		Fee \$ (GST incl)	GST Y/N	GL Account
<b>Application for Building Permit - Residential &amp; Minor Buildings: Class 1 and Class 10</b>		<b>\$171.65 minimum</b>		
Building Services Levy (BSL)*	\$VALUE X 0.137%	\$61.65 min	N	TRUST NO8
Building Permit - Uncertified*	\$VALUE X 0.32% PLUS BSL	\$110.00 min	N	121340100
Building Permit - Certified*	\$VALUE X 0.19% PLUS BSL	\$110.00 min	N	121340100
CTF Levy*				
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$VALUE x 0.2%		N	TRUST NO7
<b>Application for Building Permit - Commercial Buildings: Class 2 to Class 9</b>		<b>\$171.65 minimum</b>		
Building Services Levy (BSL)*	\$VALUE X 0.137%	\$61.65 min	N	TRUST NO8
Building Permit - Certified*	\$VALUE x 0.09% plus BSL	\$110.00 min	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$VALUE x 0.2%		N	TRUST NO7
<b>*Fees prescribed by Regulations; such fees will be amended as Regulations are amended.</b>				
<b>^Includes GST</b>				

## PROPOSED FEES and CHARGES for 2023/24

Building Services (continued)		Fee \$ (GST incl)	GST Y/N	GL Account
<b>Application for Building Permit Amendments - Minor Changes Under \$20,000</b>				
Building Services Levy (BSL)*		\$61.65	N	TRUST NO8
Amended Building Permit – Uncertified or Certified		\$200 <sup>^</sup> plus BSL	N	121340100
Amending Builder's Details – Replacement Builder <b>with no</b> changes to plans		\$153.00	N	121340100
Amending Builder's Details – Replacement Builder <b>with</b> changes to plans. Priced on Application.		\$200 <sup>^</sup> min	N	121340100
Resubmission due to amendments included with Notice of Completion. Priced on Application		\$198 <sup>^</sup> min	N	121340100
Application to extend the time during which a building or demolition permit has effect*		\$110.00	N	121340100
<b>Application for Occupancy Permit - Commercial Buildings: Class 2 to Class 9</b>				
Building Services Levy (BSL)*		\$61.65	N	TRUST NO8
Occupancy Permit - Complete building (section 46)*		\$110.00	N	121340100
Temporary Occupancy Permit - Incomplete building (Section 47)*		\$110.00 plus BSL	N	121340100
Occupancy Permit Modification - Additional use of a building on a temporary basis (Section 48)*		\$110.00 plus BSL	N	121340100
Occupancy Permit Replacement - Permanent change of the building's use or classification (Section 49)*		\$110.00 plus BSL	N	121340100
Replacement Occupancy Permit (Section 52)*		\$110.00 plus BSL	N	121340100
		<b>\$171.65 minimum</b>		
Building Services Levy (BSL)*	\$VALUE x 0.137%	\$61.65 min	N	TRUST NO8
Residential Buildings: Class 1 or Class 10*		\$110.00 plus BSL	N	121340100
Commercial Buildings: Class 2 to Class 9*	Per Storey	\$110.00	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$VALUE x 0.2%		N	TRUST NO7
		<b>\$233.30 minimum</b>		
Building Services Levy (BSL)*	\$VALUE x 0.274%	\$123.30 min	N	121340100
Building Approval Certificate (Section 51)*	\$VALUE x 0.38% <b>plus</b> BSL	\$110.00 min	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$VALUE x 0.2%		N	TRUST NO7
		<b>\$233.30 minimum</b>		
Building Services Levy (BSL)*	\$VALUE x 0.274%	\$123.30 min	N	TRUST NO8
Occupancy Permit (Section 51)*	\$VALUE x 0.18% <b>plus</b> BSL	\$110.00 min	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$VALUE x 0.2%			TRUST NO7
<b>Request for Certificate of Compliance</b>				
Certificate of Design Compliance Class 2 to Class 9 Buildings Includes one inspection; additional inspections are charged at \$200 per hour.		\$600 <sup>^</sup> min <b>plus</b> \$VALUE x 0.1%	N	121340100
Certificate of Construction Compliance		\$600 <sup>^</sup> min	N	121340100
Certificate of Building Compliance		\$600 <sup>^</sup> min	N	121340100
<b>Application to Vary Residential Design Codes or Fencing Local Law</b>				
Residential Design Code Variation – Minor Structure Class 10		\$278.00	N	121340100
Residential Design Code Variation – New Residence or Additions/Alterations Class 1		\$556.00	N	121340100
Residential Design Code Variation Review - Minor Structure Class 10		\$278.00	N	121340100
Residential Design Code Variation Review – New Residence or Additions/Alterations Class 1		\$556.00	N	121340100
<b>Private Swimming Pool Inspections</b>				
Mandatory Swimming Pool Inspection - annual charge applied to Rates Notice for one mandatory inspection		\$58.45	N	121340150
Swimming Pool Additional Inspections - upon request and charged per inspection		\$200 <sup>^</sup> min	N	121340150
<b>Miscellaneous Building Fees</b>				
Written advice/consultation with a Building Surveyor	\$200 <sup>^</sup> per hour	\$200 <sup>^</sup> min	N	121340100
Installation of Annex (Rigid) or Park Home Class 1 on Caravan Park & Camping Grounds	\$200 <sup>^</sup> per hour	\$200 <sup>^</sup> min	N	121340100
Application for approval of battery powered smoke alarms (includes inspection)*		\$179.40	N	121340100
Application as defined in regulation 31 (for each building standard in respect of which a declaration is sought)*		\$2,160.15	N	121340100
Kerb/Footpath Bond		\$2,460.00	N	TRUST
Rural Numbering ( at time of Building License submitted)		\$93.00	Y	121218200
<b>*Fees prescribed by Regulations; such fees will be amended as Regulations are amended.</b>				
<b><sup>^</sup>Includes GST</b>				



### 9.3.5 Write-off Outstanding Debtors

File Reference: 2.037  
Applicant: Nil  
Disclosure of Interest: Nil  
Author: Finance Coordinator  
Attachments: Nil

#### Summary

To seek the approval of Council to write-off debts that have been outstanding for an excessive period of time and are considered unrecoverable.

#### Background

This report is presented to inform Council of non-collectable debts and seeks Council approval to write-off debts that have been outstanding for an excessive time. All debtors listed below are no longer residing in the Shire of Boddington and are considered unrecoverable.

The total outstanding monies owed to the Shire of \$5,860.38, are as detailed on the following schedule:

Date	Invoice No.	Details	Amount
4/03/2022	15912	Impound fee and towing costs for abandoned car. Debtor has left the area, and with Ranger conducting a door knock at last known address has confirmed this is the case.	\$ 254.20
27/10/2022	16250/16211	Outstanding rent. Debtor is deceased and there is no available funds from the estate to pay outstanding debt.	\$ 835.71
23/01/2022	INV432	Childcare Fees. Debtor is no longer in area, AMPAC have been unable to locate.	\$ 434.38
8/03/2022	INV85	Childcare Fees. Debtor is no longer in the area, AMPAC have been unable to locate.	\$1,078.00
4/10/2020	KX00001800	Childcare Fees. Debtor unresponsive to email, phone and registered mail. AMPAC unable to get response and believe they have moved away from Shire.	\$ 473.45
20/09/2022	INV594	Childcare Fees. Debtor contacted continuously, and promised to pay. Then from this year has refused to answer phone, email and registered mail.	\$ 192.42
14/12/2021	KX00002929	Childcare Fees. Original amount owing was \$1560.71, and with continuous contact debtor has made small payments. Sent to AMPAC and made 2 payments and has now stopped making payments and answering all forms of contact.	\$ 760.71
1/11/2022	INV727	Childcare Fees. Debtors have moved from Shire and we have been unable to locate. AMPAC unable to locate also.	\$1,366.43
18/01/2022	KX00002981	Childcare Fees. Original amount was \$1,477.52, and with continuous contact debtor has made payments sporadically. Sent to AMPAC and	\$ 465.08

		made 2 payments and has now stopping making payments and answering all forms of contact.	
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Comment

All outstanding debtors are reviewed on a monthly basis and whilst the Shire has a good track record of managing and recovering debts, there are inevitably some debts that become uncollectable.

It should be noted that the Shire has made reasonable effort to contact and locate the debtors, and have also engaged AMPAC to assist with the collection of debts, as noted above. These have reached a point where the debt has become uneconomical to pursue, with an additional unrecoverable cost of \$400 per debt being required to take the next step in the debt collection process.

Consultation

- AMPAC
- Debtors

Strategic Implications

Aspiration	Performance.
Outcome 12	Visionary Leadership and Responsible Governance.
Objective 12.2	Responsibly manage the Shire’s finances, human resources and assets.

Legislative Implications

Local Government Act 1995 Section 6.12  
6.12. Power to defer, grant discounts, waive or write off debts

- (1) Subject to subsection (2) and any other written law, a local government may—
- (a) when adopting the annual budget, grant\* a discount or other incentive for the early payment of any amount of money; or
  - (b) waive or grant concessions in relation to any amount of money; or
  - (c) write off any amount of money, which is owed to the local government.

\*Absolute majority required.

- (2) Subsection (1) (a) and (b) do not apply to an amount of money owing in respect of rates and service charges.
- (3) The grant of a concession under subsection (1) (b) may be subject to any conditions determined by the local government.
- (4) Regulations may prescribe circumstances in which a local government is not to exercise a power under subsection (1) or regulate the exercise of that power.

Policy Implications

Nil

Financial Implications

The current provision on the balance sheet for bad debts is \$4,070. If Council approves the recommendation, there will be a negative impact to the 2022/23 budgeted closing balance of \$1,790.38.

### Economic Implications

Nil

### Social Implications

Nil

### Environmental Considerations

Nil

### Risk Considerations

Risk Statement and Consequence	If the Shire chooses not to approve the write offs, then outstanding balances will continue to show on the outstanding debtors report. This then in turn creates a misstatement in reporting due to accounts receivable amounts being exaggerated.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Financial
Risk Action Plan (controls or treatment proposed)	Nil

### Options

1. That Council approve the write off of \$5,860.38 as bad debts
2. Not proceed with the write offs and leave as an outstanding debtor

### Voting Requirements

Absolute Majority

### Officer Recommendation and Council Decision

**COUNCIL RESOLUTION: 77/23**

**Moved: Cr C Erasmus**

**That Council approves that the following bad debts totaling \$5,860.38, be written off.**

<b>Date</b>	<b>Invoice</b>	<b>Amount</b>
4 March 2022	15912	\$ 254.20
18 & 27 Oct 2022	16250/16211	\$ 835.71
23 Jan 2022	INV432	\$ 434.38
08 Mar 2022	INV85	\$1,078.00
04 Oct 2020	KX00001800	\$ 473.45
20 Sep 2022	INV594	\$ 192.42
14 Dec 2021	KX00002929	\$ 760.71
01 Nov 2022	INV727	\$1,366.43
18 Jan 2022	KX00002981	\$ 465.08

**Seconded: Cr L Lewis**

**Carried: 7/0**

**9.4 COMMUNITY AND ECONOMIC DEVELOPMENT**

Nil

**9.5 WORKS AND SERVICES**

Nil

**10. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS MOTION HAS BEEN GIVEN**

Nil

**11. URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING**

Nil

**12. CONFIDENTIAL ITEMS**

Nil

**13. CLOSURE OF MEETING**

There being no further business, Cr Garry Ventris, Shire President, declared the meeting closed at 6.56pm.

These minutes were confirmed by the Council as a true and accurate record at the Ordinary Council Meeting on 22 June 2023.

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GARRY VENTRIS  
(Shire President)