



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

AGENDA

**For The
Ordinary Council Meeting**

**Thursday 23 March 2023
At 5:30pm**

Council Chambers
39 Bannister Rd, Boddington

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1. DECLARATION OF OPENING

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

2.2 Apologies

2.3 Leave of Absence

3. DISCLOSURES OF INTEREST

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.

5. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

6. CONFIRMATION OF MINUTES

That the minutes of the Ordinary Council Meeting held on Thursday 23 February 2023 be confirmed as a true record of proceedings.

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

8. RECEPTION OF MINUTES AND RECOMMENDATIONS OF COMMITTEES

8.1 Minutes of Audit Committee

That the minutes of the Audit Committee Meeting held on Thursday 23 February 2023 be confirmed as a true record of proceedings.

8.2 Audit Committee Meeting 23 February | Compliance Audit Return 2022

File Reference: 3.0043
Applicant: Nil
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: 8.2.1A Compliance Audit Return 2022

Summary

The Department of Local Government, Sport and Cultural Industries require the Compliance Audit Return for the period 1 January 2022 to 31 December 2022 to be endorsed by the Audit Committee, prior to being considered by full Council.

Audit Committee Recommendation

That Council adopt the 2022 Compliance Audit Return, included at Attachment 8.2.1A.

9. REPORTS OF OFFICERS

9.1 DEVELOPMENT SERVICES

Nil

Compliance Audit Return 2022

Commercial Enterprises by Local Governments			
No	Reference	Question	Response
1	s3.59(2)(a) F&G Regs 7,9,10	Has the local government prepared a business plan for each major trading undertaking that was not exempt in 2022?	N/A
2	s3.59(2)(b) F&G Regs 7,8A, 8, 10	Has the local government prepared a business plan for each major land transaction that was not exempt in 2022?	N/A
3	s3.59(2)(c) F&G Regs 7,8A, 8,10	Has the local government prepared a business plan before entering into each land transaction that was preparatory to entry into a major land transaction in 2022?	N/A
4	s3.59(4)	Has the local government complied with public notice and publishing requirements for each proposal to commence a major trading undertaking or enter into a major land transaction or a land transaction that is preparatory to a major land transaction for 2022?	N/A
5	s3.59(5)	During 2022, did the council resolve to proceed with each major land transaction or trading undertaking by absolute majority?	N/A

Delegation of Power/Duty			
No	Reference	Question	Response
1	s5.16	Were all delegations to committees resolved by absolute majority?	N/A
2	s5.16	Were all delegations to committees in writing?	N/A
3	s5.17	Were all delegations to committees within the limits specified in section 5.17 of the <i>Local Government Act 1995</i> ?	N/A
4	s5.18	Were all delegations to committees recorded in a register of delegations?	N/A
5	s5.18	Has council reviewed delegations to its committees in the 2021/2022 financial year?	N/A
6	s5.42(1) & s5.43 Admin Reg 18G	Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the <i>Local Government Act 1995</i> ?	N/A
7	s5.42(1)	Were all delegations to the CEO resolved by an absolute majority?	Yes
8	s5.42(2)	Were all delegations to the CEO in writing?	Yes
9	s5.44(2)	Were all delegations by the CEO to any employee in writing?	Yes
10	s5.16(3)(b) & s5.45(1)(b)	Were all decisions by the council to amend or revoke a delegation made by absolute majority?	Yes
11	s5.46(1)	Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?	Yes
12	s5.46(2)	Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2021/2022 financial year?	Yes
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Local Government (Administration) Regulations 1996, regulation 19?	Yes

Disclosure of Interest			
No	Reference	Question	Response
1	s5.67	Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69 of the <i>Local Government Act 1995</i> , did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?	Yes

2	s5.68(2) & s5.69(5) Admin Reg 21A	Were all decisions regarding participation approval, including the extent of participation allowed and, where relevant, the information required the Local Government (Administration) Regulations 1996 regulation 21A, recorded in the minutes of the relevant council or committee meeting?	Yes
3	s5.73	Were disclosures under section sections 5.65, 5.70 or 5.71A(3) of the <i>Local Government Act 1995</i> recorded in the minutes of the meeting at which the disclosures were made?	Yes
4	s5.75 Admin Reg 22, Form 2	Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?	Yes
5	s5.76 Admin Reg 23, Form 3	Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2022?	Yes
6	s5.77	On receipt of a primary or annual return, did the CEO, or the mayor/president, give written acknowledgment of having received the return?	Yes
7	s5.88(1) & (2)(a)	Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76 of the <i>Local Government Act 1995</i> ?	Yes
8	s5.88(1) & (2)(b) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A of the <i>Local Government Act 1995</i> , in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28?	Yes
9	s5.88(3)	When a person ceased to be a person required to lodge a return under sections 5.75 and 5.76 of the <i>Local Government Act 1995</i> , did the CEO remove from the register all returns relating to that person?	Yes
10	s5.88(4)	Have all returns removed from the register in accordance with section 5.88(3) of the <i>Local Government Act 1995</i> been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?	Yes
11	s5.89A(1), (2) & (3) Admin Reg 28A	Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B of the <i>Local Government Act 1995</i> , in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28A?	Yes
12	s5.89A(5) & (5A)	Did the CEO publish an up-to-date version of the gift register on the local government's website?	Yes
13	s5.89A(6)	When people cease to be a person who is required to make a disclosure under section 5.87A or 5.87B of the <i>Local Government Act 1995</i> , did the CEO remove from the register all records relating to those people?	Yes
14	s5.89A(7)	Have copies of all records removed from the register under section 5.89A(6) <i>Local Government Act 1995</i> been kept for a period of at least five years after the person ceases to be a person required to make a disclosure?	Yes
15	s5.70(2) & (3)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?	Yes
16	s5.71A & s5.71B(5)	Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under s5.71A(1) of the <i>Local Government Act 1995</i> relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?	N/A
17	s5.71B(6) & s5.71B(7)	Was any decision made by the Minister under subsection 5.71B(6) of the <i>Local Government Act 1995</i> recorded in the minutes of the council meeting at which the decision was considered?	N/A
18	s5.104(1)	Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members and candidates within 3 months of the prescribed model code of conduct coming into operation (3 February 2021)?	No (adopted July 2021)
19	s5.104(3) & (4)	Did the local government adopt additional requirements in addition to the model code of conduct? If yes, does it comply with section 5.104(3) and (4) of the <i>Local Government Act 1995</i> ?	N/A
20	s5.104(7)	Has the CEO published an up-to-date version of the code of conduct for employees on the local government's website?	Yes

21	s5.51A(1) & (3)	Has the CEO prepared and implemented a code of conduct to be observed by employees of the local government in accordance with section 5.51A(1) of the Local Government Act 1995?	Yes
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Disposal of Property			
No	Reference	Question	Response
1	s3.58(3)	Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) of the Local Government Act 1995 (unless section 3.58(5) applies)?	Yes
2	s3.58(4)	Where the local government disposed of property under section 3.58(3) of the Local Government Act 1995, did it provide details, as prescribed by section 3.58(4) of the Act, in the required local public notice for each disposal of property?	Yes

Elections			
No	Reference	Question	Response
1	Elect Regs 30G(1) & (2)	Did the CEO establish and maintain an electoral gift register and ensure that all disclosure of gifts forms completed by candidates and donors and received by the CEO were placed on the electoral gift register at the time of receipt by the CEO and in a manner that clearly identifies and distinguishes the forms relating to each candidate in accordance with regulations 30G(1) and 30G(2) of the Local Government (Elections) Regulations 1997?	Yes
2	Elect Regs 30G(3) & (4)	Did the CEO remove any disclosure of gifts forms relating to an unsuccessful candidate, or a successful candidate that completed their term of office, from the electoral gift register, and retain those forms separately for a period of at least two years in accordance with regulation 30G(4) of the Local Government (Elections) Regulations 1997?	N/A
3	Elect Regs 30G(5) & (6)	Did the CEO publish an up-to-date version of the electoral gift register on the local government's official website in accordance with regulation 30G(5) of the Local Government (Elections) Regulations 1997?	Yes

Finance			
No	Reference	Question	Response
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Local Government Act 1995?	Yes
2	s7.1B	Where the council delegated to its audit committee any powers or duties under Part 7 of the <i>Local Government Act 1995</i> , did it do so by absolute majority?	N/A
3	s7.9(1)	Was the auditor's report for the financial year ended 30 June 2022 received by the local government by 31 December 2022?	Yes
4	s7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under section 7.9(1) of the <i>Local Government Act 1995</i> required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?	Yes
5	s7.12A(4)(a) & (4)(b)	Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters? Was a copy of the report given to the Minister within three months of the audit report being received by the local government?	Yes
6	s7.12A(5)	Within 14 days after the local government gave a report to the Minister under section 7.12A(4)(b) of the <i>Local Government Act 1995</i> , did the CEO publish a copy of the report on the local government's official website?	Yes
7	Audit Reg 10(1)	Was the auditor's report for the financial year ending 30 June 2022 received by the local government within 30 days of completion of the	Yes

audit?	
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Integrated Planning and Reporting	
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No	Reference	Question	Response
1	Admin Reg 19C	Has the local government adopted by absolute majority a strategic community plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes 18/8/22
2	Admin Reg 19DA(1) & (4)	Has the local government adopted by absolute majority a corporate business plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes 18/8/22
3	Admin Reg 19DA(2) & (3)	Does the corporate business plan comply with the requirements of Local Government (Administration) Regulations 1996 19DA(2) & (3)?	Yes

Local Government Employees	
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No	Reference	Question	Response
1	s5.36(4) & s5.37(3) Admin Reg 18A	Were all CEO and/or senior employee vacancies advertised in accordance with Local Government (Administration) Regulations 1996, regulation 18A?	Yes
2	Admin Reg 18E	Was all information provided in applications for the position of CEO true and accurate?	N/A
3	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4) of the <i>Local Government Act 1995</i> ?	Yes
4	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss senior employee?	N/A
5	s5.37(2)	Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?	N/A

Official Conduct	
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No	Reference	Question	Response
1	s5.120	Has the local government designated an employee as defined by section 5.37 of the <i>Local Government Act 1995</i> to be its complaints officer?	Yes
2	s5.121(1) & (2)	Has the complaints officer for the local government maintained a register of complaints which records all complaints that resulted in a finding under section 5.110(2)(a) of the <i>Local Government Act 1995</i> ?	Yes
3	S5.121(2)	Does the complaints register include all information required by section 5.121(2) of the <i>Local Government Act 1995</i> ?	Yes
4	s5.121(3)	Has the CEO published an up-to-date version of the register of the complaints on the local government's official website?	Yes

Optional Questions			
No	Reference	Question	Response
1	Financial Management Reg 5(2)(c)	Did the CEO review the appropriateness and effectiveness of the local government's financial management systems and procedures in accordance with the Local Government (Financial Management) Regulations 1996 regulations 5(2)(c) within the three years prior to 31 December 2022? If yes, please provide the date of council's resolution to accept the report.	Yes 18/8/22
2	Audit Reg 17	Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Local Government (Audit) Regulations 1996 regulation 17 within the three financial years prior to 31 December 2022? If yes, please provide date of council's resolution to accept the report.	Yes 18/8/22
3	s5.87C	Where a disclosure was made under sections 5.87A or 5.87B of the <i>Local Government Act 1995</i> , were the disclosures made within 10 days after receipt of the gift? Did the disclosure include the information required by section 5.87C of the Act?	Yes
4	s5.90A(2) & (5)	Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government's website, a policy dealing with the attendance of council members and the CEO at events?	Yes
5	s5.96A(1), (2), (3) & (4)	Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4) of the <i>Local Government Act 1995</i> ?	Yes
6	s5.128(1)	Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?	Yes
7	s5.127	Did the local government prepare a report on the training completed by council members in the 2021/2022 financial year and publish it on the local government's official website by 31 July 2022?	Yes
8	s6.4(3)	By 30 September 2022, did the local government submit to its auditor the balanced accounts and annual financial report for the year ending 30 June 2022?	Yes
9	s.6.2(3)	When adopting the annual budget, did the local government take into account all its expenditure, revenue and income?	Yes

Tenders for Providing Goods and Services			
No	Reference	Question	Response
1	F&G Reg 11A(1) & (3)	Did the local government comply with its current purchasing policy, adopted under the Local Government (Functions and General) Regulations 1996, regulations 11A(1) and (3) in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, \$250,000 or less or worth \$250,000 or less?	Yes
2	s3.57 F&G Reg 11	Subject to Local Government (Functions and General) Regulations 1996, regulation 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in regulation 11(1) of the Regulations?	Yes
3	F&G Regs 11(1), 12(2), 13, & 14(1), (3), and (4)	When regulations 11(1), 12(2) or 13 of the Local Government (Functions and General) Regulations 1996, required tenders to be publicly invited, did the local government invite tenders via Statewide public notice in accordance with Regulation 14(3) and (4)?	Yes
4	F&G Reg 12	Did the local government comply with Local Government (Functions and General) Regulations 1996, Regulation 12 when deciding to enter into multiple contracts rather than a single contract?	Yes
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents or each acceptable tenderer notice of the variation?	Yes

6	F&G Regs 15 & 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 15 and 16?	Yes
7	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulation 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?	Yes
8	F&G Reg 18(1)	Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?	N/A
9	F&G Reg 18(4)	Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?	Yes
10	F&G Reg 19	Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?	Yes
11	F&G Regs 21 & 22	Did the local government's advertising and expression of interest processes comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulations 21 and 22?	Yes
12	F&G Reg 23(1) & (2)	Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?	N/A
13	F&G Reg 23(3) & (4)	Were all expressions of interest that were not rejected under the Local Government (Functions and General) Regulations 1996, Regulation 23(1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?	N/A
14	F&G Reg 24	Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with Local Government (Functions and General) Regulations 1996, Regulation 24?	N/A
15	F&G Regs 24AD(2) & (4) and 24AE	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with Local Government (Functions and General) Regulations 1996, Regulations 24AD(4) and 24AE?	N/A
16	F&G Reg 24AD(6)	If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?	N/A
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 16, as if the reference in that regulation to a tender were a reference to a pre-qualified supplier panel application?	N/A
18	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24AG?	N/A
19	F&G Reg 24AH(1)	Did the local government reject any applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?	N/A
20	F&G Reg 24AH(3)	Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?	N/A
21	F&G Reg 24AI	Did the CEO send each applicant written notice advising them of the outcome of their application?	N/A
22	F&G Regs 24E & 24F	Where the local government gave regional price preference, did the local government comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24E and 24F?	N/A

9.2 CHIEF EXECUTIVE OFFICER

9.2.1 Ordinary Council Elections

File Reference:	2.050
Applicant:	Not applicable
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.1A Quotation from the WA Electoral Commission

Summary

The purpose of this report is to seek the approval of Council, in accordance with section 4.11 of the Local Government Act 1995, to conduct an election on 21 October 2023 as a postal election, and to appoint the Western Australian Electoral Commission (WAEC) to conduct the Election.

Background

The next local government ordinary elections are to be held on 21 October 2023. Council is required to determine the method for conducting the elections and who will be responsible for conducting the elections.

The Local Government Act 1995 (the Act) provides that a Council may decide whether or not to conduct a postal election or hold a voting in person election.

If a Council decides to conduct a postal election, the Electoral Commissioner must conduct the election. The current procedure required by the Act is that the written agreement of the Electoral Commissioner is required prior to the vote by Council being taken. To facilitate the process, the Electoral Commissioner has written to the Shire agreeing to be responsible for the conduct of the ordinary elections in 2023 for the Shire of Boddington in accordance with section 4.20(4) of the Act, together with any other elections or polls that may also be required.

Comment

Elections conducted by the WAEC utilises their resources and expertise in conducting elections and also ensures the impartiality and integrity of the election process. The WAEC has provided an estimated cost for conducting the 2023 election of \$16,364 excluding GST, which has been based on the following assumptions:

- 1,250 electors
- Response rate of approximately 55%
- Three (3) vacancies
- Count to be conducted at the offices of the Shire of Boddington
- Appointment of a local Returning Officer
- Regular Australia Post delivery service to apply for the lodgement of the election packages

The Commission is required by the Local Government Act to conduct local government elections on a full cost recovery basis and the Commission have advised that this is an estimate only which may vary depending on a range of factors.

Costs not incorporated in this estimate include:

- Any legal expenses other than those that are determined to be borne by the Western Australian Electoral Commission incurred as part of an invalidity complaint lodged with the Court of Disputed Returns
- The cost of any casual staff to assist the Returning Officer on election day or night
- Any unanticipated costs arising from public health requirements for the COVID-19 pandemic.

Ordinary elections have historically been held via a postal vote within Boddington, to encourage the highest level of response. While this is at a higher cost for the Shire than an in-person election, it is recommended that the ordinary election continues to be conducted via a postal vote, and any extraordinary elections be considered for an in-person election.

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

The provisions of the Local Government Act 1995, sections 4.20 and 4.61 relate and must be resolved at least 80 days prior to an election.

Policy Implications

Nil

Financial Implications

\$16,364 will be required to be allocated in the 2023/24 Budget for this purpose.

An additional budget allocation for count staff will also be included in the draft 2023/24 budget. The hourly rate for election count staff and supervisors is set by the Electoral Commission.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The key risk is compliance with legislative requirements, as well as failure to receive a good voting response rate.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed.

Options

1. Determine to conduct the election via postal vote
2. Determine to conduct an in-person election

Voting Requirements

Absolute Majority

Officer Recommendation

That Council:

- 1. Declare, in accordance with section 4.20(4) of the Local Government Act 1995, the Electoral Commissioner to be responsible for the conduct of the 2023 Ordinary Election together with any other elections or polls which may be required.**
- 2. Decide, in accordance with section 4.61(2) of the Local Government Act 1995 that the method of conducting the election will be as a postal election.**



LGE 028

Ms Julie Burton
Chief Executive Officer
Shire of Boddington
PO Box 4
BODDINGTON WA 6390

Dear Ms Burton

Local Government Ordinary Election: 2023

The next local government ordinary elections are being held on 21 October 2023. While this is still some distance in the future, I have enclosed an estimate for your next ordinary election to assist in your 2023/2024 budget preparations.

The estimated cost for the 2023 election if conducted as a postal ballot is \$18,000 inc GST, which has been based on the following assumptions:

- 1,250 electors
- response rate of approximately 55%
- 3 vacancies
- count to be conducted at the offices of the Shire of Boddington
- appointment of a local Returning Officer
- regular Australia Post delivery service to apply for the lodgement of the election packages.

An additional amount of \$300 will be incurred if your Council decides to opt for the Australia Post Priority Service for the lodgement of election packages.

The Commission is required by the *Local Government Act* to conduct local government elections on a full cost recovery basis and you should note that this is an estimate only and may vary depending on a range of factors.

Costs not incorporated in this estimate include:

- any legal expenses other than those that are determined to be borne by the Western Australian Electoral Commission incurred as part of an invalidity complaint lodged with the Court of Disputed Returns
- the cost of any casual staff to assist the Returning Officer on election day or night
- any unanticipated costs arising from public health requirements for the COVID-19 pandemic.

As you are aware, the Government is currently considering reforms to the *Local Government Act 1995*, which include how elections are to be conducted. In order to assist with your local government's budget planning, we have included, to the best of our knowledge, costs that will arise from the changes proposed in legislation. For example, if under the amendments your local government will be required to conduct a mayoral/presidential election this has been included.

Some local governments may also note an increase in costs from their 2021 ordinary costs. These include increases arising from inflation in recent years affecting salaries for Returning Officers and other staff, printing and packaging costs as well as the increase in postage announced by Australia Post. Additional costs from the Commission have been included arising from improved processing procedures and additional resources to supplement the Commission's education, complaints management, investigation and legal efforts.

In order for the Commission to be responsible for the conduct of your election, the first step required by the *Local Government Act 1995* is my written agreement to undertake the election.

As such, you may take this letter as my agreement to be responsible for the conduct of the ordinary elections in 2023 for the Shire of Boddington in accordance with section 4.20(4) of the *Local Government Act 1995*, together with any other elections or polls that may also be required.

My agreement is subject to the proviso that the Shire of Boddington also wishes to have the election undertaken by the Western Australian Electoral Commission as a postal election.

In order to achieve this, your council would need to pass the following two motions by absolute majority:

- Declare, in accordance with section 4.20(4) of the *Local Government Act 1995*, the Electoral Commissioner to be responsible for the conduct of the 2023 ordinary elections together with any other elections or polls which may be required
- Decide, in accordance with section 4.61(2) of the *Local Government Act 1995* that the method of conducting the election will be as a postal election.

It would be greatly appreciated if this item was considered at your March council meeting, to enable the Commission to have sufficient time to work with you to effectively conduct the election.

I look forward to conducting this election for the Shire of Boddington in anticipation of an affirmative vote by Council. If you have any further queries please contact Shani Wood Director, Election Operations on 9214 0400.

Yours sincerely



Robert Kennedy
ELECTORAL COMMISSIONER

9 February 2023

9.2.2 Town Centre Revitalisation Project | Initial Expenditure

File Reference:	3.000615
Applicant:	Not applicable
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.2A Draft Concept Plan – Town Centre Revitalisation

Summary

Council is requested to endorse the priority items of expenditure to be progressed in 2022/23, in order to commence the first stage of the Town Centre Revitalisation project.

Background

The Town Centre Revitalisation planning has been a focus of the 2022/23 year, following its inclusion in the Council Plan that was adopted in August 2022. This project has taken the path of forming a community reference group, with Councillor representation, in order to achieve community led outcomes.

In 2022, Council endorsed \$141,192 to be submitted under the Local Roads and Community Infrastructure Program (LRCI) for funding for the first stage of the Town Centre Revitalisation Project. The full amount of \$141,192 was approved for the purposes of landscaping, street furniture, pathways, and tree planting.

The Town Centre Revitalisation concept planning is nearing completion, however, given that the LRCI funding is required to be spent by 30 June 2023, a decision is required on the initial components of expenditure in March. This decision will be taken prior to the draft concept plan being provided to the community for comment, and then endorsed by Council as a final iteration.

Comment

The Town Centre Revitalisation project has identified a significant number of opportunities that the Shire of Boddington may wish to progress in the short, medium and long term.

Discussions with the Reference Group have incorporated the broader concepts, as well as identifying the priority elements for the current financial year. The priority items that have been identified, that may be able to be delivered by 30 June 2023, include:

Item	Total Cost	Details
Street Bins	\$80,000	24 bins (12 general rubbish and 12 recycling) with imagery to attract repeat visitation and bring the attractiveness of the river foreshore to the main street.
Street Trees	\$110,000	An estimated 55 additional trees are proposed for this project. Advice is to purchase as mature trees as possible to buy time, and provide an immediate effect.
Street Furniture	\$TBD	The exact palette and style of street furniture is yet to be determined, however, this component of the project is considered to be an achievable outcome for the current financial year.

Removal of Old School fencing (Wuraming Ave and Bannister Road)	\$TBD	Removal of the fence along the Old School and replacement of the current fencing with a lower style, only in the section adjacent to the Oval (along Bannister Road).
-----------------------------------------------------------------	-------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------

While the final Concept Plan has not yet been developed, a decision on the 2022/23 projects is needed in March 2023, to ensure adequate time is allowed for manufacturing and / or delivery by 30 June 2023.

It is proposed that the following components are funded if possible:

Item	Cost	Details
Street Bins 24 @ \$3,500each	\$84,000	24 bins (12 sets of 2 bins including general rubbish and recycling) with imagery to attract repeat visitation and bring the attractiveness of the river foreshore to the main street
Street Trees	\$57,192	The initial planting of trees is proposed for the section of Bannister Road, adjacent to the Boddington Old School, as this section currently has the least amount of greenery. Planting of trees, as well as linemarking that will occur in approximately 9 months, will allow an immediate impact to this section of the Town.
Fencing and / or street furniture	\$TBD	Any remaining funds may be spent on these items, or if the above items are not able to be achieved, the fencing and / or street furniture may replace either the bins or trees.

Should any of the above elements not be able to be achieved exactly as described, a combination of the 4 components is proposed, to be determined by the Chief Executive Officer in accordance with availability of supply.

The proposed components of Stage 1, as identified above, are considered relatively low risk in terms of possible amendments to the draft Concept Plan during the community consultation period.

Consultation

Consultation has occurred through four meetings of the Town Centre Revitalisation Reference Group, and two Council presentations.

Widespread community consultation on the draft Concepts will commence in March 2023.

Strategic Implications

Aspiration	Prosperity
Outcome 10	A thriving economy with good access to education and jobs for everyone
Objective 10.2	Revitalise and activate the central business district
Action 10.2.1	Develop a Boddington Town Centre Master Plan to activate and beautify the area.

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

The full amount of funding of \$141,192 is included in the 2022/23 Budget. No further allocation of funding is required to progress Stage 1 of the project.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The key risks include not delivering Stage 1 by 30 June 2023, which will result in a loss of funding. A secondary risk is the inability to consult with the community for Stage 1 elements, due to the relevant time constraints.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed

Options

1. Determine an alternative priority order for the projects
2. Determine alternative priority projects

Voting Requirements

Simple Majority

Officer Recommendation

That Council authorise any of the following components of Stage 1 of the Town Centre Revitalisation Project to be progressed in accordance with the draft Concept Plan and available resources in 2022/23:

- 1. Street Bins**
- 2. Street Trees**
- 3. Street Furniture**
- 4. Removal, and part replacement, of the fence at the Boddington Old School.**



Final Masterplan Stage 5

Boddington Town Centre Revitalisation



The Shire of Boddington acknowledges the Gnaala Karla Booja people as Traditional Custodians and their continuing connection to the land, waters and community.

We pay our respects to all members of the Aboriginal and Torres Strait Islander Peoples of Australia, their communities, their cultures; and to Elders past, present and emerging



- 1.0 | **Background and Project Team**
- 2.0 | **Scope of Works**
- 3.0 | **Process**
- 4.0 | **Scoping and Consultation**
- 5.0 | **Workshop Facilitation**
- 6.0 | **Project Recommendations**
- 7.0 | **Guiding Palette**
- 8.0 | **Hard Surfaces**
- 9.0 | **Structures and Furniture**
- 10.0 | **Planting Palette**
- 11.0 | **Curated Public Art**
- 12.0 | **Final Masterplan**
- 13.0 | **Design Fundamentals**
- 14.0 | **Key Precinct**
- 15.0 | **Next Steps**

REVISION	DATE	ISSUE OR AMENDMENT	BY	REVIEWED
A	22/02/2023	REVISED MASTERPLAN	SV	PMA
B	27/02/2023	REVISED MASTERPLAN	SV	PMA
C	03/03/2023	DRAFT FINAL MASTERPLAN	SV	PMA
D	08/03/2023	DRAFT FINAL MASTERPLAN	SV	PMA

The Shire of Boddington has a population of approximately 1800 people, and an economy that is heavily reliant on mining, the main street currently provides a neat, clean space, with few elements to attract people to 'place'.

Improvements to the Town Centre were recently identified as a key action in the Strategic Community Plan (Council Plan) for progression in 2022/23. The Council Plan was informed by significant levels of community engagement, and the Shire is embarking on this project as a priority.

After an open tender process, in October 2022 the Shire of Boddington appointed Emerge Associates and their assembled project team to develop a masterplan for the Boddington Town Centre. The project is a significant redevelopment and is expected to include the majority of the main street, as well as flow into side streets which have been determined to be key facility or tourism attraction connectors.

The aim of this project is to provide an attractive, vibrant streetscape, to trigger a renewed and sustained interest in Boddington, enhance community pride, and provide an attractive environment for small business.

Our Project Team:

- Emerge Associates – Lead consultant and Landscape Architecture
- Porters Consulting Engineering – Civil Engineering and Transport Planning
- Rise Urban – Planning and Urban Design
- BSM Consulting – Quantity Surveyors



EMERGE ASSOCIATES



PETA MAREE ASHFORD
Director
Principal Landscape Architect
RLA



SIMON VANDEWATTYNE
Landscape Designer

RISE URBAN



CAMERON LECKEY
Director
Urban Planner



CHEE MOK
Director
Urban Designer

PORTERS CONSULTING ENGINEERS



BRAD HARRIS
Managing Director
Senior Road Safety Auditor



RACHEL THOMPSON
Project Engineer

BSM CONSULTING



ROWAN SMITH
Director
Quantity Surveyor

Project Extent

The boundaries of the project are contained along Bannister Road, from the Northern entry past Hill Street and Southern entry by Farmers Reserve and include Wuraming Avenue, a section of Johnstone Avenue between Wuraming Avenue and Pollard Street and a section of Pollard Street between Johnstone Street and Bannister Road.

The area is broken up into 3 levels of design intensity:

1. High level (orange). Total of 700m - high focus area, quality durable finishes, high standard aesthetics, promotes interest and encourages longer stays.
2. Medium (blue). Total of 70m – important connecting node, and should provide some of the key elements of the high level design areas, but provide a natural progression into and out of the high and low zones.
3. Low (green) Total of 470m – minor aesthetic amendments, continuation of some themes or elements that indicate to the user that the area is within an important component of the Boddington Town Centre.

Project Deliverables

The project methodology includes 5 stages of work.

Stage 1 Project inception and Investigation

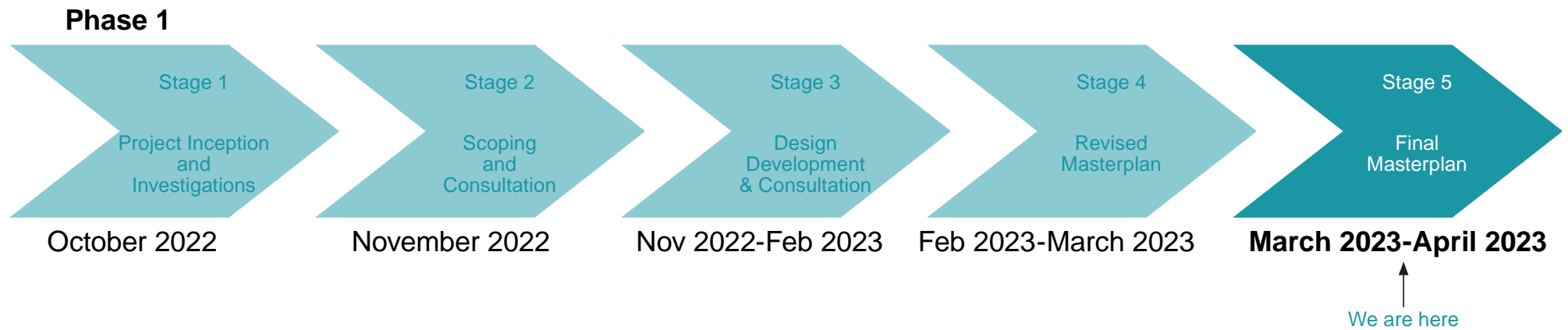
Stage 2 Scoping and Key Stakeholder Consultation

Stage 3 Masterplan Design Development and Key Stakeholder Consultation

Stage 4 Revised Masterplan

Stage 5 Final masterplan and project engagement report





4.0

scoping and consultation

Summary

On Thursday morning, 10th of November 2022, staff from Emerge Associates facilitated a Reference Group Workshop along with technical council officers and a Councillors Workshop at the Shire of Boddington Chambers.

They presented a Site Analysis and Opportunities & Constraints Plan that were conducive to gathering ideas and thoughts as to where the Boddington Town Centre Revitalisation Masterplan project should head towards and what the community wishes out of it.

Additionally, a Digital Community Engagement Survey was distributed during the month of December 2022 and early January 2023 to engage the broader community and receive feedback on the project. Similarly, business owners were invited to have their say.

Workshop 1 & 3 - Reference Group

The group included seven participants including council staff CEO Julie Burton and Executive Manager Planning and Development Roy Greive.

10 November 2022
19 January 2023

Workshop 2 - Councillors

The group included five Councillors accompanied by Boddington CEO Julie Burton.

10 November 2022

Digital Community Engagement Survey

An online survey, distributed via the Shire's Facebook and website enabled Boddington's residents to have their say.

6 December 2022 - 10 February 2023

Business Owners Consultation

Business owners within Boddington were contacted via email + letter drop and offered the opportunity to engage on the project by providing feedback and suggestions.

January 2023 - February 2023



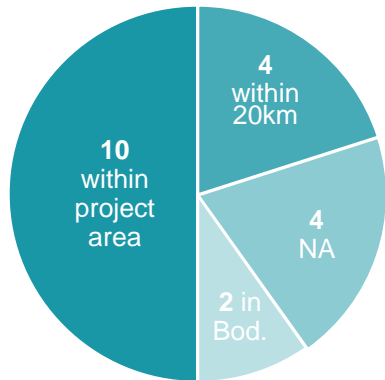
4.1

questionnaire & survey summary

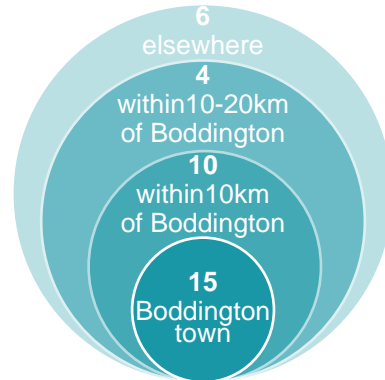
35 PARTICIPANTS 10 Reference Group + Councillors 

25 Digital Survey 

THEY ARE WORKING:



THEY ARE LIVING:



REASON FOR MOVE IN BODDINGTON:

1. work, lifestyle
2. children education, family
3. change of life (from city to country)
4. following partner

WHICH BUSINESSES DO YOU USE WITHIN THE PROJECT AREA:

1. IGA
2. Post office
3. Service station
4. Hardware, Bottleshop/Nugget, Shire offices
5. Bakery, Bitchin' Kitchen, Cafe 124, Double Shot, Boddy's nutrition, Op shop, Old School (CRC), Hairdresser, Pub, Mitre 10, Chemist, library, butcher, swimming pool, doctor, tyre shop

WHEN YOU THINK BODDINGTON:

1. river, Hotham Park, rural, forests,
2. friendly community, tidy town
3. nice place, safety, lifestyle, Post Office
4. the mines and big trucks
5. sleepy town
6. central (close to everything) + Rodeo

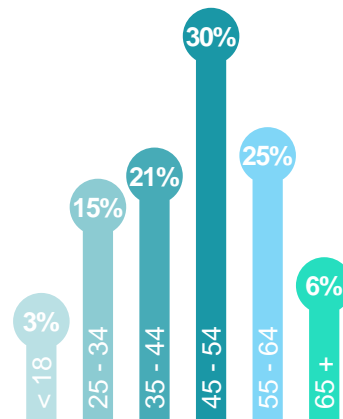
IMPROVEMENTS WISHLIST:

1. general appearance, shop fronts, materials, colours, cohesion
2. trees, shade, greenery, connectivity, flow, signage, accessibility, empty blocks, parkland BBQs
3. tourism, street islands, zebra crossing, pedestrian friendly, safety, Hotel front
4. underground power, Christmas lights, street lights, Arts Council, parking, dust control

THEIR GENERAL INDUSTRY:

-  10 mining
-  7 local government role
-  4 local service provider (police, fire etc)
-  2 retired
-  3 retail
-  6 other

THEIR AGE:



MAIN DESTINATION FROM BODDINGTON:

1. Mandurah
2. Armadale + Perth
3. Pinjarra + Narrogin + Donnybrook

HOW OFTEN DO THEY COME TO THE PROJECT AREA:

- 43% come daily
- 20% come 4 to 5/week
- 20% come 2 to 3 times/week
- 17% comes once/week or less

THEY LIVED IN THE AREA FOR:



5.0

workshop facilitation

Workshop - Reference Group

7 participants 

Workshop - Councillors

6 participants 

Outcomes

In the context of the project intent, the participants in both workshops were challenged to think about what they would like to see and experience in the project area and what it would bring to the whole town and its community. This extended to establishing constraints and opportunities. To develop the strategy, a baseline expectation of the project area was established. The adjacent content describes the outcomes.



You said:

“ Bring **vibrancy** to the town

“ signage needs **improving**

“ **embellish** Boddington Hotel to be one of the **main attractions**

“ **attract** tourism

“ **Love** the **quirkiness** of the town but need to **strategise**

“ Limestone walls **feel foreign**

“ **remove** the Old School fence

“ Bring **consistency** in material & furniture

“ **more trees** along main street

“ **address** the hotch-potch feel

“ would love to see **Boddington’s history** displayed through town

“ utilise the **vacant space**

“ design for the **long term**

“ **relocate** the information board **centrally**

“ we need to **manage** expectations

“ Need to **keep car parking** opportunities

“ Need to **consider** the **aging population**

“ better **connectivity** between businesses

“ Provide **more benches**

“ need to **reduce speed limit** for better safety

5.1

workshop outcomes

What we heard:



The masterplan focus beyond this scope: to investigate key items such as access, safety, tourist attraction, permeability, beautification, consistency and singularity.

Converging ideas such as a healthy commercial precinct, short term accomodation options and better streetscape provides a clear direction for the masterplan.

PLANNING

Common

- Purchase/lease & use of vacant lots

Councillors

- Holistic approach with a strategic plan for all small projects

TRANSPORT / CIVIL

Common

- Raised intersections, zebra crossings
- Main street speed limit

Councillors

- Improve street lighting
- Create refuge island
- Improve living stream drainage to school

WAYFINDING & MOVEMENT

Common

- Improve wayfinding signage
- Display clear messages

PUBLIC ART | HERITAGE | CHARACTER

Common

- Curated art trail
- Mural art
- Story of the mines
- Talis Bridge
- Tannery
- Old School tours

Councillors

- Install existing heritage light poles
- Recycled bottle caps benches
- Display old diesel roller in town

MATERIALS & FURNITURE

Common

- Bring consistency through materials

Reference Group

- Utilise colours found in the landscape
- Revamp the Shire's shade structure to conceal the galvanised steel
- Increase awnings & shelter from elements

Councillors

- Consider aging community
- Brighten up the space

VEGETATION & POS

Common

- Increase trees on main street

Councillors

- Create parking bay planting
- Rejuvenate drainage swales in Farmers Reserve and Prussian Park

ACTIVATION

Reference Group

- Community veggie garden in the Old School

Councillors

- Connect with sports oriented projects
- Town Centre Holey Moley

OPPORTUNITIES FOR

Common

- Story of the mines
- Talis Bridge
- Tannery

Reference Group

- Community veggie garden in the Old School

Councillors

- Connect with sports oriented project

5.2

digital survey facilitation

Digital Community Engagement Survey

25 participants
(anonymous)



Engagement

The digital survey was made available to the broader community of Boddington through the Shire's social media and website, the local paper and in a hard format copy from the 6th of December 2022 until the 10th of February 2023.

Outcomes

We invited the participants to think about what they think about Boddington and what makes them proud to live there, what they would like to see being born out of the project and the mistakes they don't want to see repeated.

Extending this survey to the whole community allows for a wider range of responses so statistically more representative results.

The adjacent content describes the outcomes.



They said:

“ **improve**
the rose memorial garden

“ **sustainable**
design practices (native plants, shade...)

“ the town needs a
‘wow’ factor

“ we need
Christmas lights

“ more
engaging events

“ clean up the
river walk

“ integration of the
town’s history

“ **better protection**
from the elements

“ more **seatings**
along the **main street**

“ **more parking**
to **facilitate businesses**
on the main street

“ **more trees**
and gardens

“ **real restaurant**
like The Blacksheep
used to be

“ improve the
aesthetics
of the main street

“ Intelligent
lighting solutions

“ **flags** on street poles to
advertise events

“ **buy & reclaim**
the lost space

“ create a
cohesive look
of buildings & materials

“ don’t use the
green rubber
around trees

“ better
facades

“ **the brewery**
is a **great idea**

“ better
wheelchair
access

5.3 business owners consultation

Business Owners Approached

35 participants

Business Owners Consultation

3 participants 

Engagement

We consulted directly with a 3 business owners within the project area over the months of January and February. This was done face to face and over the phone.

Outcomes

Businesses along the main street will be a major driver for the positive economic impact, therefore consulting directly with them gave us a great insight to some of their thoughts and ideas.

Business owners uptake for engagement has not been optimal with a small contingent participating.

The adjacent content describes the outcomes from the engagement that was made.



They said:

- “ **chicken** is facing the **wrong way** ”
- “ **facilitate** accomodation options to visitors ”
- “ **sculptures** aren't placed **purposefully** ”
- “ **buy & reclaim** the lost space ”
- “ **incentivise** businesses to **open on weekends** ”
- “ **current signage** isn't **drawing attention** ”
- “ **supported, engaged & promoted** businesses ”
- “ **free wifi** in town ”
- “ **more character** to the town ”
- “ **more events** for **younger generations** ”
- “ **rate deals** for **new buyers** ”
- “ **flower beds and cottage feel** ”
- “ **we need Christmas lights** ”
- “ **branding** and **positioning** ”
- “ **what is the mining legacy** ”
- “ **stop-over** more than a **destination** ”
- “ **update utilities** on the main street ”
- “ **cross-polenisation** of business **promotion** ”
- “ **more trees** and gardens ”
- “ **create an event** for the **miners** ”

5.4

What we heard:

PLANNING

- Common**
 - Purchase/lease & use of vacant lots
- Business owners**
 - Purchase of The Black Sheep as community asset
 - Pop-up stores
 - Businesses open on weekend
 - Rate incentives for new businesses & positive activation from existing businesses
 - Accommodation policy review
- Digital Survey**
 - Holistic approach with side projects

WAYFINDING & MOVEMENT

- Common**
 - Implement signage/wayfinding strategy
 - Business advertising on bins
 - Flags & banners to promote events
- Business owners**
 - Promotional signage at highway service station
- Digital Survey**
 - Improved all ability considerations

VEGETATION & POS

- Common**
 - Improve canopy trees on main street, better species selection
 - Increase gardens, more flowers
- Business owners**
 - Create a cottage feel
- Digital Survey**
 - Include hanging baskets on light poles
 - Improve Memorial Park's rose garden
 - Improve maintenance of existing gardens

TRANSPORT / CIVIL

- Common**
 - Reduce main street speed limit
 - Upgraded utilities (including telecommunication, water, NBN, lighting) & intelligent lighting
 - Increase parking for businesses
- Business owners**
 - CCTV
 - Reintroduce free Wifi in town centre
 - Re-route main truck to minimise noise in town
- Digital Survey**
 - Raised intersections, zebra crossings
 - Create refuge island

PUBLIC ART | HERITAGE | CHARACTER

- Common**
 - Curated art trail
- Business owners**
 - Create a distinct Boddington's character
 - Mining legacy
- Digital Survey**
 - Integration of town history
 - Improve canoe launching at river
 - Heritage walking trail around town

ACTIVATION

- Common**
 - Include Christmas lights on main street
 - Include events for miners, younger generations, year round event calendar
- Business owners**
 - Include pop-up stores
 - Create guided tours
 - Increase engagement with the community regarding events and opportunities for businesses
 - Increase engagement with the mining industry
- Digital Survey**
 - Ranford Pool trail
 - Create exercise groups on weekends

MATERIALS & FURNITURE


- Digital survey**
 - Bring consistency through materials
 - Cohesive facades look
 - Promote light colours
 - More seatings & picnic tables
 - Increase awnings & shelter from elements
 - Install more BBQs near the waterfront

OPPORTUNITIES FOR

- Business owners**
 - Increase accommodation options
 - Visitor centre permanently staffed with attractors & sale opportunities
- Digital Survey**
 - Open a brewery/restaurant
 - Cottage industry incentives
 - Re-open bank branch or ATM
 - Open a kayak/canoe hire business





-  Improved line marking
-  Permeability through site
-  Curated art trail
-  Relocate information board to town centre
-  Murals
-  Feature lighting

Short Term Design Recommendations

1. Planning

- Improving existing and implementing new signage for clear wayfinding to point to main attractions of the town and its surrounds
- Commission a branding & marketing strategy and communication plan
- Commission an activation plan
- Develop overall masterplan to interconnect existing and proposed projects including:
 - Wayfinding strategy
 - Motor park burnouts
 - Yarning circle
 - Wesjet club runway
 - 6 Seasons garden
 - Art walk
 - Bike strategy
 - Lions Weir
 - Mountain bike project
 - Ranford Pool

2. Activation

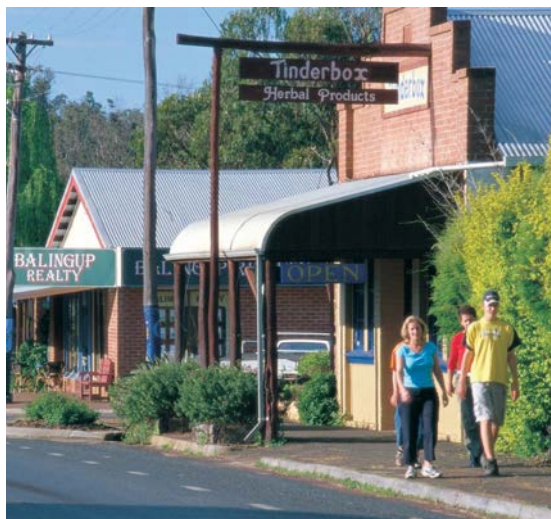
- Relocating/curating an artwork trail so sculptures are informative of their location
- Creating a new information board central to the town centre, providing a convenient one stop location for visitors before continuing on foot. Support information boards further out of town as per the wayfinding + signage strategy

3. Civil




- Adjust road surface line marking to enhance the sense of arrival in town, reduce speed along Bannister Road and improve the general pedestrian safety

4. Landscape and aesthetic

- Removing the Old School fence to feel permeable and pedestrian and further facilitate access through to oval, Hotham Park and riverfront
- Mural art to create focal point at desired locations to act as wayfinding & direct tourists at key locations in the town centre
- Uplighting weir and bridge to bring night time vibrancy
- Screening off the hotel accommodations for better privacy for customers and better visual interest for pedestrians and drivers





- Vacant land opportunities
-  Street trees
-  Co-located emergency services
-  Supporting information boards outside of town centre
1 x located prior to bridge
1 x located at truck stop area

Medium Term Design Recommendations

1. Planning

- Purchasing vacant lots to allow the Shire to create public spaces and boost street activation at desired locations as well as further fund the project
- Co-locate and consolidate the emergency services to free up surface land
- Rationalising council owned land to allow for more direct linkages from the main street to the foreshore

2. Activation

- Implement a facade refurbishment program by offering grants to residents and business owners throughout the project area to showcase the community's pride of their own town
- Upgrade information boards outside of the town centre:
 - prior to arrival to bridge (southbound travel)
 - near Farmers Reserve (northbound travel)
- Commission large mural art project for Wuraming Avenue and Peppercorn Lane

3. Civil


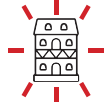




- Burying powerlines along the main street to improve general public safety and reliability as well as creating unobstructed views to the surroundings and allowing for vertical space for street trees canopies
- Rejuvenation of the drainage swales in Farmers Reserve, Prussian Park and next to the Old School oval

4. Landscape and aesthetic

- Street trees to create a green canopy along the main street and reduce heat island effect. Landscaped parking bays to break the car centric feel
- Review the materiality for pedestrians pathway to maintain consistency and introduce a unique feel to the town centre while considering the aging and disabled community's necessities





-  Rejuvenated drainage swales
-  Boddington's Hotel refurbishment
-  Interpretive signage
-  Underground street lighting
-  Heritage street lighting
-  Civil drainage remediation

Long Term Design Recommendations

1. Planning

- Boddington's hotel refurbishment with indoor premises upgrade, facade revamp and improve connectivity with the street

2. Activation

- Displaying elements of Boddington's history and story to increase tourism and make the town a destination (tannery, rodeo, railway, mines)

3. Civil

- Improve lighting for general street and pedestrian safety as well as night economy. Use of the four heritage pole lights (currently in storage) at a central location
- Remediation of civil drainage issues on Bannister Road from Wuraming Avenue to Crossman Road



guiding palette



Colour Palette

To build a material palette that brings consistency and uniqueness to the town centre, colours found in the natural landscape within and around the Boddington were selected.

Pulling from the Bauxite rocks, Melaleucas bark growing along the river and the foliage of the black Prunus in the town centre among other things brings together a guiding palette to work with.

These colours can be found in the recently completed Hotham Park, in paths, furniture and structures.

8.0

Main Street

ROAD & MEDIAN

Product Name: Black bitumen road to match existing Boddington roads. White line markings to median



FEATURE ROAD VERGE

Product Name: Concrete path & crazy pave
Product Finish: Exposed aggregate concrete ; compacted crushed gravel & southwest granite crazy pave
Product Colour: concrete: Hanson classic rose paving: charcoal



SECONDARY ROAD VERGE

Product Name: Concrete road verge to match existing Boddington verge.
Product Colour: Standard grey



ROAD ART

Product Name: Road art painting to Wuraming Avenue and Peppercorn Lane



Parklands

FEATURE BOULDERS

Product Name: Feature boulders
Product Finish: Local bauxite rock boulders



MAIN ACCESS PATHS

Product Name: Concrete path & crazy pave
Product Finish: Exposed aggregate concrete ; compacted crushed gravel & southwest granite crazy pave
Product Colour: concrete: Hanson classic rose paving: charcoal



SECONDARY ACCESS PATHS

Product Name: Standard grey insitu concrete path



9.0

structures & furniture

Main Street

SEAT WALLS

Product Name: Feature gabion wall & timber top
 Product Finish: SS gabion cage; local bauxite rocks; hardwood timber top
 Product Colour: To match existing seat walls in front of Shire Chambers



PICNIC SETTINGS

Product Name: Whitby table and bench seating
 Product Finish: Powder coated galvanised steel frame and legs; recycled Jarrah hardwood battens
 Product Colour: Woodland grey frame and legs



BENCH SEATS

Product Name: Park DDA Seat
 Product Supplier: Street Furniture Australia
 Product Finish: Powder coated aluminium frame, aluminium woodgrain battens
 Product Colour: Textura woodland grey frame, Aluminium Spotted gum battens



BINS

Product: Frame bin enclosure 240L with local businesses advertisement to outer panels
 Product Supplier: Street Furniture Australia
 Product Finish: Powder coated aluminium frame & roof. Photo imposed panels
 Product Colour: Woodland grey powder coating



Parklands

SEAT WALLS

Product Name: Feature gabion wall & timber top
 Product Finish: SS gabion cage, local bauxite rocks and hardwood timber top
 Product Colour: To match existing seat walls in front of Shire Chambers & in Hotham Park



Product Name: Laterite block wall
 Product Finish: 350x350x1000mm laterite blocks
 Product Colour: To match existing seat walls in Hotham Park



BINS

Product Name: Frame bin enclosure 240L with battens
 Product Supplier: Street Furniture Australia
 Product Finish: Powder coated aluminium frame & roof, hardwood timber battens enclosure
 Product Colour: Woodland grey powder coating



SHELTERS

Product Name: Roofed shelter
 Product Finish: Powder coated steel posts and beams, Lysaght Klip roofing
 Product Colour: Posts: Wallaby ; Beams: Woodland grey ; Roof: Woodland grey



PICNIC SETTINGS

Product Name: Whitby table and bench seating
 Product Finish: Powder coated galvanised steel frame and legs; recycled Jarrah hardwood battens
 Product Colour: Woodland grey frame and legs



BENCHES

Product Name: Bench with backrest
 Product Finish: Powder coated gal. steel frame & legs, Jarrah seat and backrest
 Product Colour: Woodland grey frame & legs



BBQS

Product Name: Electric BBQ
 Product Supplier: Christie Barbecues
 Product Finish: SS cooktop, honed concrete benchtop and granite stacked stone walls
 Product Colour: To match BBQs in Hotham Park



PRIMARY STREET TREES
SECONDARY STREET TREES



Eucalyptus marginata - Jarrah



Brachychiton populneus - Kurrajong



Fraxinus 'Raywood' - Claret Ash



Prunus cerasifera 'Nigra' - Black Cherry Plum



Agonis flexuosa - WA Peppermint



Pyrus ussuriensis - Chinese Pear



Conostylis candicans - Grey Cottonheads



Trachelospermum jasminoides - Star Jasmine



Scaevola 'Purple Fanfare' - Fan Flower



Myoporum parvifolium purpurea - Purple Boobialla



Olearia axillaris - Coastal Daisy Bush



Chamaelaucium uncinatum - Geraldton Wax



Lomandra 'Tanika' - Mat Rush



Grevillea obtusifolia prostrate - Gin Gin Gem

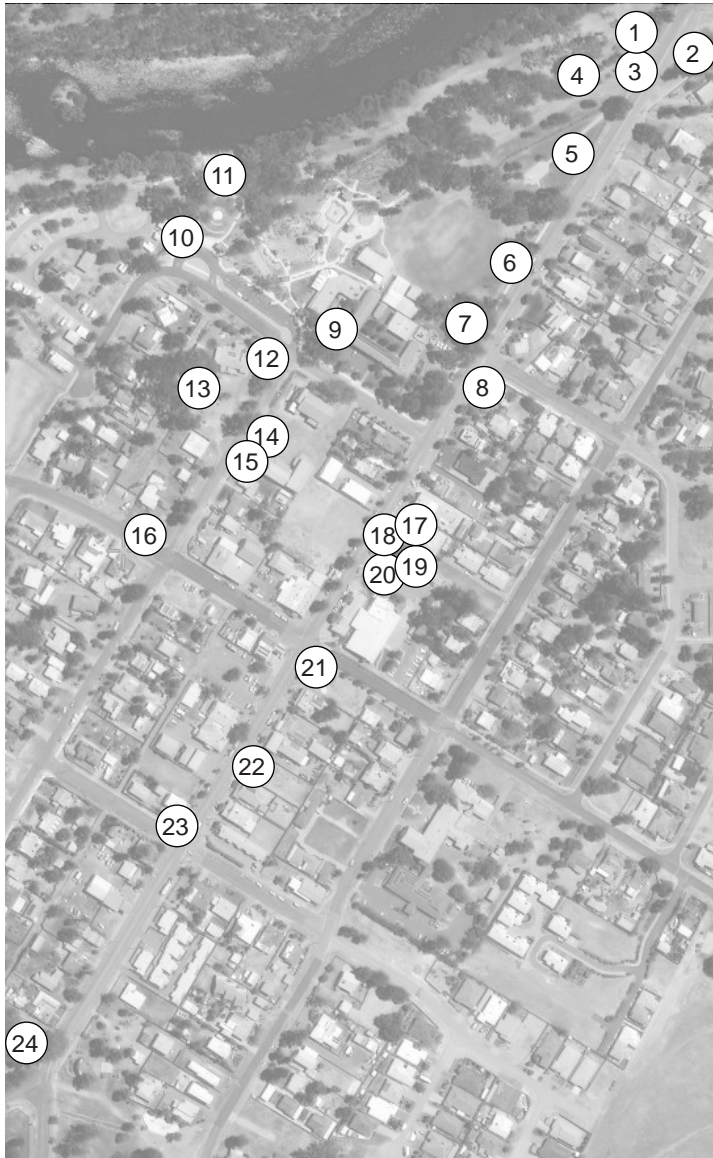


Verticordia plumosa - Plumed Featherflower



Anigozanthos 'Orange Cross' - Kangaroo Paw

Existing Public Art Locations



Opportunity for curated art walking trail of existing public art set in relevant context at key locations.

LAND BASED FAUNA



WATER BASED FAUNA



ABORIGINAL



INDUSTRY



EVENTS



OTHER



HISTORY



→ What it might look like



Design Principles

- Street Trees
- Swale Health
- Sense of Arrival
- Wayfinding
- Activation
- Utilities Upgrade
- Local Identity
- Passive Recreation
- Access & Inclusion
- Connectivity



Design Intent



Privacy screen or raised planter boxes to hide Hotel's accommodation rooms



Selected facades to be refurbished



Avenue trees and shade canopies



Open verandah to Hotel for street activation



Natural looking swale

Key Design Elements

1. The existing swales in Farmers Reserve and Prussian Park are proposed to be rejuvenated to make them key elements of their respective open spaces. Realigning the course for a more natural effect as well as additional planting to beautify and create habitat.
2. A new information board shall be located outside of town on Bannister-Maradong Road, within the truck stop area. This will allow visitors travelling northbound to pull-up and find their bearings before entering the town centre.
3. Art pieces to be clustered at the southern entry on Bannister Road, in Farmers Reserve, as an entry statement. Sculpture cluster also at the crossing between Bannister Road and George Street to announce arrival to the town centre. The sculptures should be reflective of their location as to be informative. Uplighting will enhance night interest and highlight main nodes.
4. The proposed street trees will reinforce the street hierarchy and locate important nodes as well as providing shade and greenery while creating a country town avenue feel. Jarrah (*Eucalyptus marginata*) to be main street species at the northern and southern entries of Bannister Road and will announce the arrival into town. WA Peppermint (*Agonis flexuosa*) to be main street species in the residential and commercial precinct. Their smaller size is to feel more in scale with a pedestrian focused area. Kurrajong (*Brachychiton populneus*) to be marker trees at the main intersections. Fraxinus 'Raywood' as the main deciduous street species peppered throughout the heart of the town.
5. The road surface line marking to be adjusted to narrow pavement and enhance the sense of arrival into town, reduce speed and improve the general safety. It will visually reduce the width of the road, making it feel more pedestrian friendly.
6. New concrete paving to Bannister Road verge from Farmers Reserve to Pollard Street will address the issues of inconsistency and trip hazards through town.
7. The Boddington Hotel refurbishment is to include indoor remodelling, facade renovation and opening front verandah to create street activation. It is to become a destination for visitors as well as locals. A feature privacy screen is to be installed in the landscape parking bay in front of the Hotel accommodation to provide additional privacy for the rooms.
8. The old Black Sheep restaurant presents an opportunity to increase street activation and provide more business/ services along the main street.

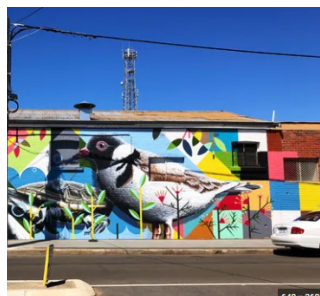


LEGEND	
	SUPPORTING INFORMATION BOARD OUTSIDE OF TOWN CENTRE
	ARTWORK OPPORTUNITY
	EXISTING LAND BASED FAUNA ARTWORK
	EXISTING WATER BASED FAUNA ARTWORK
	EXISTING INDUSTRY BASED FAUNA ARTWORK
	EXISTING HERITAGE BASED FAUNA ARTWORK
	EXISTING EVENTS BASED FAUNA ARTWORK
	EXISTING MISCELLANEOUS ARTWORK
	MAIN EVERGREEN STREET TREE: AGONIS FLEXUOSA
	MAIN DECIDUOUS STREET TREE: FRAXINUS RAYWOOD
	NODES STREET TREE: BRACHYCTON POPULNEUS
	ARRIVAL STREET TREE: EUCALYPTUS MARGINATA
	EXISTING TREE

Design Intent



Community gardens accessible from the street



Mural art to blank walls



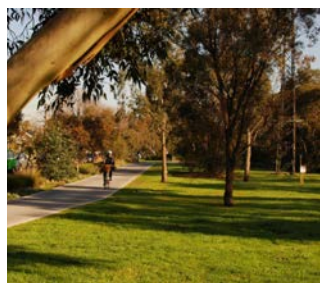
Existing materials & furniture reused in new plaza



Medium deciduous trees to central hub



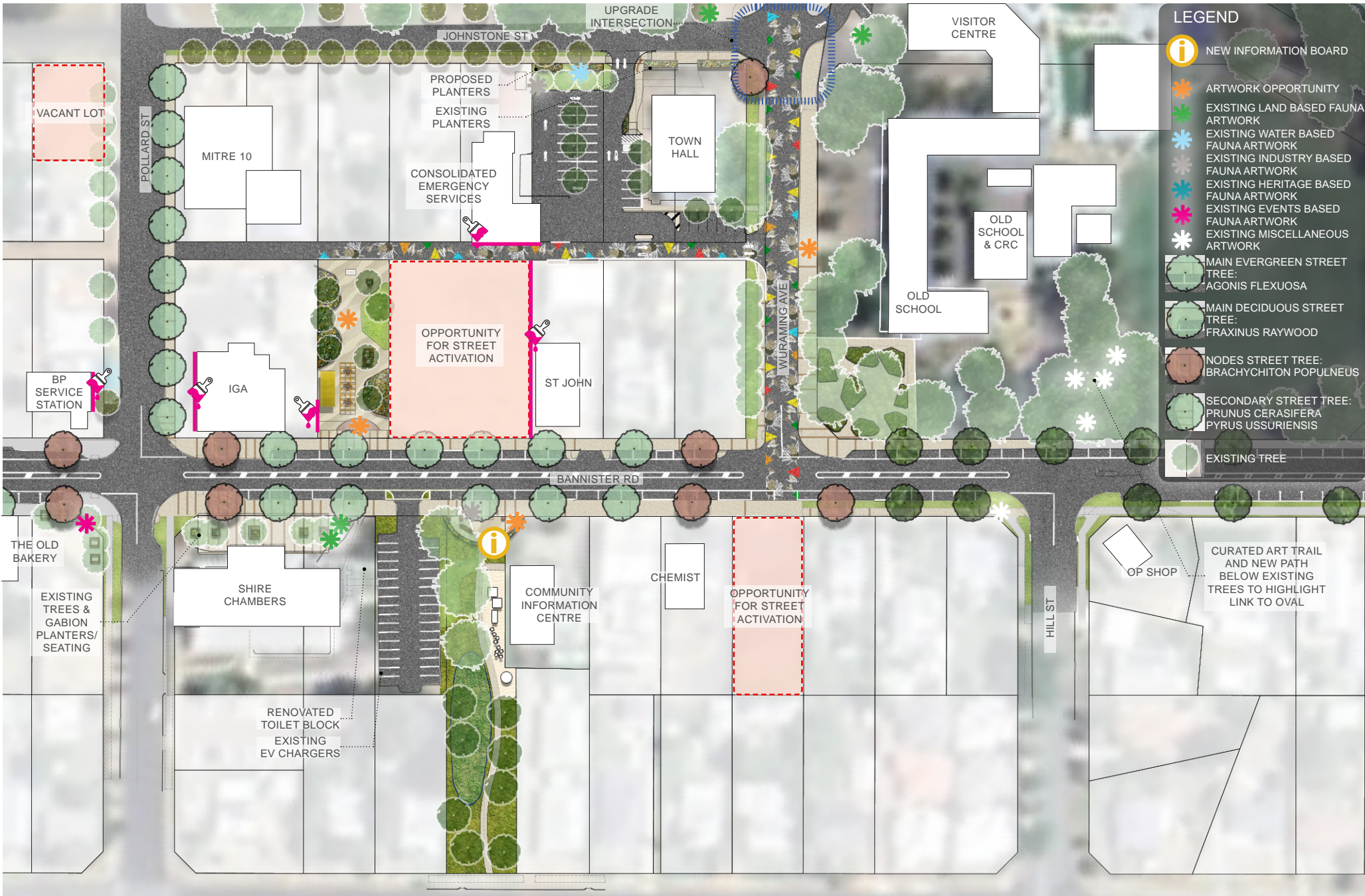
Large road painting to link spaces



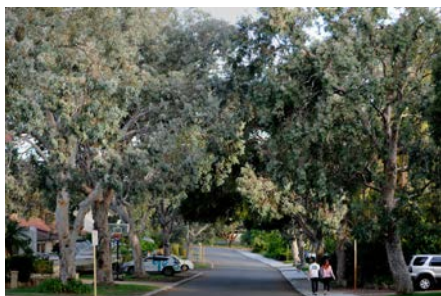
Linear park for access

Key Design Elements

1. The intersection pavement marking between Bannister Road and Wuraming Avenue as well as Bannister Road and Pollard Street shall be improved to increase general pedestrian safety as well as connections between businesses/activities. The intersection between Wuraming Avenue and Johnstone Street is to be upgraded to make more pedestrian friendly and be realigned.
2. The newly purchased land at 32 Bannister Road is to become a central plaza with sea container pop-up shops spaces for activation, small trees and planted gardens, seating spaces and public art displays. It will open a pedestrian connection between the main businesses of Boddington and the river foreshore as well as beautify and strengthen the main town centre node with IGA and the Shire Chambers.
3. Street trees to increase shade and beautify the main street. Landscape parking bays to break the car-centric feel, lessen the perceived width of Bannister Road and further improve the country town feel of the project area. The vacant lot adjacent to the Old Bakery lot shall become a green open space with seating and displayed art. The space is to be open outward towards the street to increase activation.
4. The Old School fence along Wuraming Avenue and Bannister Road shall be removed to create a permeable space to encourage pedestrians to walk to Hotham Park and the river foreshore. The vegetable garden of the Community Centre will help breaking the sense of boundary while curating the art trail between Bannister Road and the Old School oval will further open the space up to visitors.
5. New paving to footpaths will address the issues of inconsistency and trip hazards through town. Feature paving around the IGA block as well as on Wuraming Avenue until Johnstone Street intersection and on Bannister road until Hill Street intersection will visually indicate the central hub. Street plaques depicting the history of the town and region shall be incorporated into the paving at key locations within the project area. These would incite people to walk as well as discovering more about Boddington. Similarly, a large road mural along Wuraming Avenue and Peppercorn Lane will visually link the main street to Hotham Park and the foreshore.
6. The existing toilet block next to the Shire Chambers shall be upgraded to accommodate occasional users as well as well as travellers. The proximity to the newly relocated information board and electric vehicles charging stations will make this a convenient one-stop location for tourists.
7. Mural art to be painted on blank walls : BP service station, IGA, Cellarbration, fire department building and St John's fence. These will be visual cues of arrival into town centre.
8. Powerlines along Bannister Road are to be buried so as to allow for proper growth of street trees, increase reliability and security as well as creating more aesthetically pleasing views around.
9. Grants to be distributed to selectively rejuvenate facades along the main street.



Design Intent



Large avenue trees on main street in residential precinct to provide shade



Maintained trails for walkers and bicycles



Accessible bridge over swale



Existing chicken sculpture rotated to face southbound travellers



Street lighting upgrade



Art walking trail along foreshore

Key Design Elements

1. A new supporting information board shall be located outside of town on Bannister Road, prior to the bridge. This will allow visitors travelling southbound to pull-up and find their bearings before entering the town centre.
2. Uplighting of the bridge will create night time vibrancy for drivers as well as creating an interest point for people walking along the river at dusk. Additionally, this will create a strong visual impact for the arrival in town.
3. The existing information board is to be relocated centrally in the town centre and in the area of the public toilet and EV charger.
4. The chicken sculpture to be rotated to face the town entry from southbound traffic. The existing path along the river shall be lined with curated art/sculptures creating destination points for users.
5. The proposed street trees will reinforce the country town avenue feel. Jarrah (*Eucalyptus marginata*) to be main street species at the northern entry of Bannister Road and will announce the arrival into town. In the residential and commercial precinct, *Agonis flexuosa* will feel more in scale with their surroundings.
6. The existing swale along the oval is to be rejuvenated and a bridge crossing to facilitate the connection between the oval and the rose memorial garden. Realigning the course for a more natural effect as well as additional planting to beautify and create habitat
7. The road surface line marking to be adjusted to narrow pavement and enhance the sense of arrival into town, reduce speed and improve the general safety. It will visually reduce the width of the road, making it feel more pedestrian friendly.
8. Civil drainage on Bannister Road, between Hill Street and Crossman Road is to be improved.
9. Powerlines along Bannister Road are to be buried so as to allow for proper growth of street trees, increase reliability and security as well as creating more aesthetically pleasing views around.



Design Strategy

1. Pedestrian experience and connectivity

The Central Park is central to increasing pedestrians connectivity from the East to the town centre. A new concept should benefit pedestrian experience, add greenery and shade canopy. Removing the stone and timber fence and relocating the sculpture along Bannister Road will strengthen the connection of the park with the street and the recently purchased lot. Linking places visually through materials, murals and art display will facilitate and encourage movement from backstreets to the town centre and from town centre to Hotham Park and the foreshore.

2. Sense of arrival

Large road mural along Wuraming Avenue from Bannister Road to Hotham Park will create a strong visual cue for drivers and pedestrians to naturally lead the eye down Wuraming Avenue. It will informally indicate the entry to the commercial precinct of the town from southbound traffic and connect the commercial precinct to Hotham Park.

3. Central hub

The newly purchased 32 Bannister Road is to become a linear plaza that will link the town centre with the Town Hall and Hotham Park. Open spaces for pop-up shops and fixed furniture below canopy trees will create street activation.

4. Shade canopies

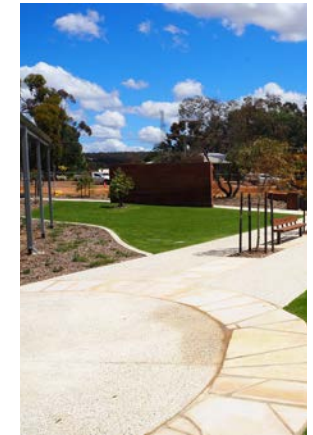
Increasing and improving the species selection of street trees will beautify and cool down the town centre. Placing deciduous trees within the key precinct will provide shade in summer and sun and winter as well as seasonal interest.



Pedestrian centric plaza



Painting details to road



Concrete path & feature banding



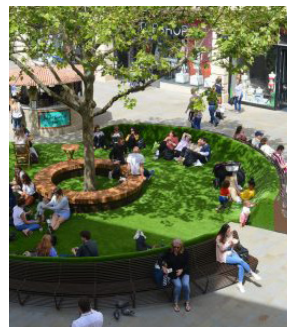
Murals to inspire curiosity



Transportable pop-up shop/cafe to activate the new central hub



Shelters and seating spaces



Gathering spaces and shade



Shade trees and displayed art for a lively town centre

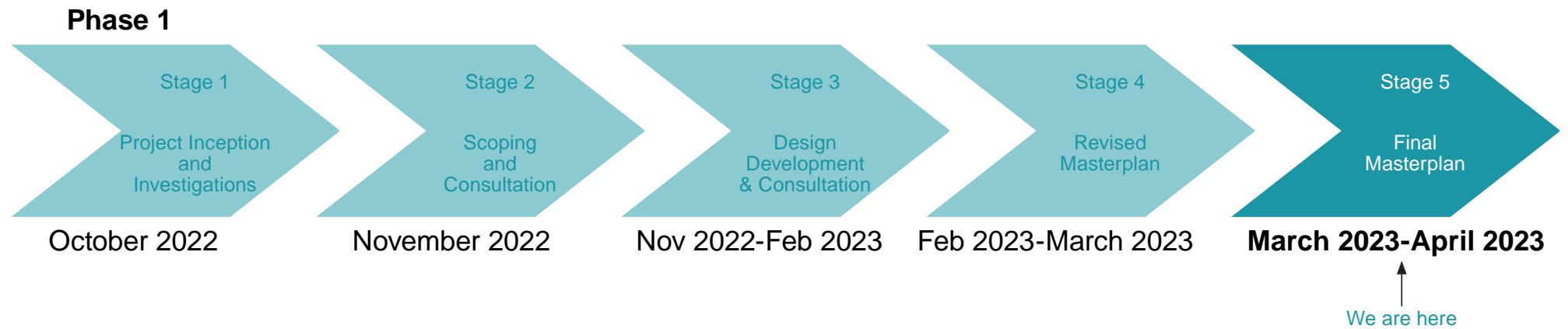


Verandah to shop front



DESIGN NOTES

- 1 CENTRAL PARK LAYOUT MODIFIED FOR IMPROVED PEDESTRIAN EXPERIENCE & ADDED GREENERY
- 2 LAWN AREA OPEN TO EXISTING PARKING SPACE NEXT TO SHIRE CHAMBERS
- 3 RELOCATED INFORMATION BOARD AT THE ENTRY OF CENTRAL PARK
- 4 FEATURE CONCRETE PATH WITH STONE BANDING TO COMMERCIAL PRECINCT
- 5 SEA CONTAINER POP-UP SHOP WITH SEATING BELOW PERGOLA
- 6 OPEN SPACE PLAZA WITH SMALL TREES PLANTED GARDENS AND ART DISPLAY
- 7 PEPPERCORN LANE TO BE SEALED & MURAL PAINTING TO PULL TOWARDS WURAMING AVENUE
- 8 NEW TOWN HALL PARKING TO INCLUDE SMALL TREES AND PLANTER BOXES
- 9 INTERSECTION TO BE UPGRADED TO FACILITATE PEDESTRIAN MOVEMENT
- 10 LARGE ROAD MURAL ALONG WURAMING AVENUE
- 11 FEATURE VERGE PAVING TO BLEED INTO FUTURE COMMUNITY GARDENS
- 12 FUTURE COMMUNITY GARDENS



- Next Steps**
1. Revise final report based on recommendations
 2. Issue to key stakeholders for final comments



Thank you!

9.2.3 Lease – Burnout Group

File Reference: 2.063
Applicant: Not Applicable
Disclosure of Interest: Nil
Author: Chief Executive Officer
Attachments: 9.2.3A Draft Lease

Summary

Council is requested to approve a lease with the Boddington Burnout Group for a portion of Lot 71 Robbins Road Boddington.

Background

The Boddington Burnout Group have been progressing plans for a facility in Boddington for a number of years. In December 2022, Council approved a Development Application for the use of a portion of Lot 71 Robbins Road Boddington, adjacent to the Boddington Tip, for the Groups activities.

The site is approximately 10 acres of freehold land, under the ownership of the Shire as shown in Figure 1 below. This allocation of land is not expected to impact the functioning of the Boddington Waste Facility for 20 years.



Figure 1

The Group is currently working through a number of conditions attached to the Development Approval, and are seeking a lease over the portion of land relevant to their proposal to enable ongoing access to the site to progress the development.

Comment

A lease has been drafted and is contained at Attachment 9.2.3A. The key elements of the lease include:

- The purpose being for a burnout track and associated activities
- Annual lease rental being \$1 per annum payable on demand
- The lease term commencing from 1 April 2023 and being for a term of 21 years
- A requirement to assess and remediate, as necessary, any contamination arising as a result of operations
- Obligations on the Lessee to environmentally manage the Site, including requirements in relation to the storage of fuels and oils, the tidiness of the Site and disposal of stormwater, in accordance with a detailed management plan for the site (yet to be provided)
- The lessee being responsible for all outgoings, including but not limited to, insurance and utilities
- The lessee obtaining and maintaining during the duration of the lease, public liability insurance in its name with respect to the land and the lease, of at least \$10m
- The lessee being required to ensure that the site, including access to the site, is adequately demarcated or fenced, and maintained during the duration of the lease, to the satisfaction of the Chief Executive Officer, within a period of 12 months from commencement of the lease.
- A requirement to comply with the conditions of Development Approval, Event Approval and all relevant legislation.

It should be noted that the granting of a Lease over the land does not provide immediate approval to operate. A number of conditions imposed by Council in relation to the Development Approval are yet to be met. Several of these are required prior to site works commencing.

Consultation

No specific consultation has occurred regarding the proposed lease.

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

Contaminated Sites Act 2003 (CS Act)

In Western Australia, contaminated sites are regulated by the Department of Water and Environmental Regulation (DWER) through the administration of the *CS Act* which provides the framework for the identification, recording, management and remediation of contaminated sites.

The *CS Act* includes the requirement for mandatory reporting of known and suspected contaminated sites to DWER by landowners, occupiers and polluters with all reported sites recorded on the contaminated sites register. Reported sites are classified by DWER, in consultation with the Department of Health, as one of seven classifications based upon the available information and risk they pose to human health and the environment. The *CS Act* includes provisions for investigation, monitoring and/or remediation of contaminated sites.

Investigating and cleaning up contaminated sites is, in most cases, the responsibility of the polluter or current site owner.

Local Government Act 1995

Section 3.58 of the Local Government Act 1995 requires the local government to dispose of property (inclusive of leasing interests) in accordance with this section. There is no requirement to seek a valuation nor advertise proposals, where the proposed lease is to community groups (whether incorporated or not), pursuant to section 3.58(5)(d) of the Act and Regulation 30 of the Local Government (Functions and General) Regulations 1996.

Policy Implications

The recommendation to lease the facility for 21 years is not consistent with the Council Policy – Leasing. The Council Policy outlines a 5 year lease with a 5 year option to be the standard term. The recommendation for a 21 year term is provided due to the fact that the site is undeveloped, and it is likely to take several years for the facility to be built. In addition, a longer term lease will enable to Group to have a higher chance of success for infrastructure funding.

Financial Implications

The lease is proposed at a fee of \$1 per year, payable on demand. All costs associated with the Burnout Group activities, development costs, and outgoings, including insurance, are to be met by the Group, and therefore, no financial impact is applicable.

Economic Implications

The proposed activities provide an alternative form of entertainment for visitors to the area, which supports the local economy.

Social Implications

The Club seeks to provide social benefit to the Shire through the provision of alternative recreational activity and community interaction. Noise emissions may impact on nearby occupiers that may cause social issues. This element is to be controlled through limiting the number of events and finalisation of the Noise Management Plan.

Environmental Considerations

Motorsport venues can pose environmental risks through:

- a) noise emissions;
- b) leaks or spills of chemicals or petroleum hydrocarbons from storage areas, accidents and crashes, mechanical servicing areas and on the race tracks;
- c) turbid or contaminated stormwater runoff;
- d) inappropriate containment or disposal of solid waste and wastewater from mechanical servicing and wash-down areas; and
- e) amenities for the congregation of large numbers of people.

The proposed activities may cause environmental contamination of the Site and as such, should be considered by the Shire in leasing a parcel of land under its responsibility for a use which if not controlled, has the potential to contaminate the land on which it occupies.

To safeguard against this potential eventuality, the draft lease contains a requirement that prior to the termination of the lease, an assessment is made of the Site to determine if any remediation is required as a consequence of the Groups activities.

Risk Considerations

Risk Statement and Consequence	Failure to provide an adequate lease that addresses the risks that motorsport facilities present, may expose the Shire to legal obligations that it is not able to control.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions are proposed, however, Council may wish to seek legal advice with regard to this lease prior to endorsing.

Options

1. Amend the terms of the draft Lease
2. Decline the Lease on the current terms.

Voting Requirements

Simple Majority

Officer Recommendation

That Council approves the lease with the Boddington Burnout Group, for a portion of Lot 71 Robbins Road Boddington, in accordance with Attachment 9.2.3A.

LEASE

Lot 71 Robbins Road Boddington

SHIRE OF BODDINGTON

("Lessor")

AND

BODDINGTON BURNOUT GROUP INC

("Lessee")

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This DEED is made _____ day of _____ 2023

BETWEEN:

SHIRE OF BODDINGTON of PO Box 4, Boddington, Western Australia (Lessor)

AND

BODDINGTON BURNOUT CLUB of 47 Bannister Road Boddington, Western Australia (Lessee)

WHEREAS:

- A. The Lessor is the registered proprietor of the Land.
- B. This Lease has been entered into under and in accordance with section 3.58 of the Local Government Act 1995.
- C. The Lessor has agreed to lease and the Lessee has to agree to take a lease of the Premises upon the terms and conditions contained in this deed.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Definitions and Interpretation

In this Lease, unless such an interpretation is excluded by or contrary to the context:

1.1 Definitions

The following terms are defined:

"Amounts Payable" means the Rent and any other money payable by the Lessee under this Lease.

"Approvals" means all permits, licences, approvals and consents necessary for carrying out the Lessee's Works, including but not limited to planning approval and a building permit.

"Authorised Person" means:

- (a) an agent, employee, licensee, contractor or invitee of the Lessee;
- (b) any person visiting the Leased Premises with the express or implied consent of any person referred to in paragraph (a) of this definition;
and
- (c) any person claiming under or through the Lessee

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

"Building" means

- (a) any building, improvement or other permanent structure;
- (b) all plant, machinery, fixtures, fittings, furnishings and equipment; and

(c) all Facilities, hereafter constructed, made, erected, installed or situated on the Leased Premises.

“Business Day” means a day other than a Saturday, Sunday or State Public holiday in Western Australia.

“CEO” means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of her or his functions under this Lease.

“Commencement Date” means the commencement date specified in Item 2 of Schedule 1.

“Committee” means the management committee of the Lessee.

“Conditions Precedent” means the conditions referred to in clause 2.4(a).

“Council” means the council of the Lessor.

“End Date” means the date specified in item 3 of Schedule 1.

“Event of Default” means the events specified in clause 18 of this Lease and clause 3.8(a) of the special clauses to this Lease.

“Facilities” means the water supply, drainage, sewerage, plumbing, gas, electrical, telecommunications and data fixtures, fittings and appliances, in or on the Land or the Leased Premises.

“Final Period” means the period ending on Termination and commencing on the 1 July prior to Termination.

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

“First Period” means the period commencing on the Commencement Date and ending on the immediately subsequent 30 June.

“Further Term” means each further term specified in item 9 of Schedule 1.

“LAA” means the *Land Administration Act 1997* (WA).

“Land” means the land described in item 4(a) of Schedule 1.

“Laws” means all statutes, rules, regulations, proclamations, ordinances or by-laws present or future and includes applicable Australian Standards and Codes of Practice.

“Lease” means this deed and the Schedules and, where applicable, any appendices, plans or other attachments to this deed as amended from time to time.

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

“Leased Premises” means that part of the Land, together with all Buildings and improvements on the Land (if any), as described in Item 4(b) of Schedule 1.

“Lessee's Fixtures” means each fixture and fitting installed by the Lessee in or on the Leased Premises with the Lessor's consent which is not, or is not re-classified as, a Lessor's Fixture in accordance with this Lease, as described in item 13 of Schedule 1.

"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 Guarantors, or any Authorised Persons.

"Lessee's Rights" means the Lessee's rights under this Lease or implied by law.

"Lessee's Works" means the development of the Leased Premises by the Lessee in accordance with:

- (a) the Approvals;
- (b) the Plans and Specifications; and
- (c) the terms and conditions set out in this Lease.

"Lessor's Chattels" means the furniture in or on the Leased Premises, including those described in item 12 of Schedule 1.

"Lessor's Fixtures" means the Lessor's fixtures and fittings in or on the Leased Premises as described in item 11 of Schedule 1.

"Lessor's Works" means any construction, refurbishment, upgrade and renovation works carried out or to be carried out on or to the Leased Premises as notified to the Lessee by the Lessor from time to time.

"Lessor's Rights" means the rights of the Lessor under this Lease or implied by law, including without limitation the benefit of the Lessee's Obligations.

"Maintain" includes 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.

"Party" means a party to this Lease.

"Plans and Specifications" means all plans, specifications and working drawings in relation to the Lessee's Works as prepared by or on behalf of the Lessee and in the form approved by the Lessor and all Relevant Authorities.

"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 for the Leased Premises.

"Policy" means the Shire of Boddington's Council Policy Number CP/PMG-3780 "Leasing of Council Managed Reserve Land". This includes any superseding policy or substitute for this policy.

"Public Building" has the meaning given to it in section 173 of the *Health Act 1911* (WA).

"Rate" means the interest rate specified in item 5 of Schedule 1.

"Rates and Taxes" means:

- (a) local government rates and charges including but not limited to, rubbish removal rates and charges;
- (b) land tax (including metropolitan region improvement tax) on a single holding basis;
- (c) water, drainage and sewerage rates, including but not limited to meter rents,

charges for the disposal of storm water and excess water charges; and

- (d) rates, taxes, charges, duties and fees levied, charged, assessed or imposed by a Relevant Authority in respect of any part of the Leased Premises or the ownership or occupation of any part of the Leased Premises, together with any related interest, penalties, fines and expenses in connection with them but excluding any tax imposed by the *Income Tax Assessment Act 1936* (Cth) or the *Income Tax Assessment Act 1997* (Cth).

“Relevant Authority” means any government, statutory, public or other authority or body having jurisdiction over the Leased Premises or any matter or thing relating to the Leased Premises.

“Rent” means the rent specified in item 6 of Schedule 1 as reviewed in accordance with this Lease.

“Rent Review Date” means each rent review date as specified in item 7 of Schedule 1.

“Requirements” means any requirements, notices, orders or directions of any Relevant Authority.

“Schedule” means a schedule to this Lease.

“Services” means any telecommunication, data, electricity, gas, oil, fuel, water or other commodity, facility or service in, to or on the Leased Premises or otherwise serving the Leased Premises or, where applicable, any other part of the Land.

“State” means the State of Western Australia.

“Term” means the term specified in item 8 of Schedule 1 and, where appropriate, any Further Term granted under this Lease.

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

“Valuer” means a valuer appointed in accordance with clause 16.

“Works Conditions” means in respect of any Maintenance or works carried out by the Lessee, the Lessee must:

- (a) do so:
- i. at the Lessee’s cost;
 - ii. in a safe and proper workmanlike manner and to the satisfaction of the Lessor, acting reasonably;
 - iii. using only good quality materials;
 - iv. in full compliance with:
 - A. and only after obtaining the approvals of all Relevant Authorities;
 - B. and subject to the conditions of the Lessor’s consent in relation to those works;
 - C. plans and specifications approved by the Lessor;
 - D. all Requirements and Laws;
 - v. using a qualified and competent contractor engaged by the Lessee (who has a public liability policy of not less than \$20,000,000 and appropriate contract construction risk, workers compensation and other usual insurances, which insurance must note the rights and interest of the Lessor and evidence of which must be provided to the Lessor);

- (b) ensure that the Lessee and all its employees, agents, contractors and workmen

employed in executing the relevant works:

- i. duly and punctually comply with the reasonable directions of the Lessor in relation to their conduct in and access to the Leased Premises and when going to and from the Leased Premises; and
 - ii. do not do or permit any act or thing to be done which may be a nuisance or cause damage, disturbance or offence to the Lessor or any other person;
- (c) if required by the Lessor, erect and maintain a fence around the Leased Premises during the erection and completion of the works and ensure that such fence is sufficiently sound, high and secure to prevent entry upon the Leased Premises by unauthorised persons and members of the public;
- (d) clean up the Leased Premises progressively during the construction, installation or demolition of the works as the case may be and promptly remove from the Leased Premises all rubbish and waste arising from such works; and
- (e) pay on demand to the Lessor:
- i. all the reasonable costs of the Lessor in connection with the relevant works including the Lessor's administrative and other reasonable costs of giving consent and the fees of any architect or other consultant used by the Lessor in connection with the relevant works EXCEPT THAT such costs do not include any costs or expenses incurred by the Lessor or entitled to be recovered by the Lessor in its capacity as the local government charged with the responsibility of approving such works; and
 - ii. all costs and expenses incurred or arising as a consequence of any disruption caused by the Lessee or the Lessee's contractors on the Leased Premises in carrying out the relevant works.

"Written Law" has the same meaning given to that term in the *Interpretation Act 1984 (WA)*.

1.2 Interpretation

The following interpretations shall apply:

- (a) words importing the singular shall include the plural and vice versa, words importing gender shall include the masculine, feminine and neuter genders and words importing persons shall include individuals, firms, associations, partnerships, government authorities, incorporated and unincorporated entities and corporations;
- (b) if two (2) or more persons by this Lease undertake an obligation or make or give any warranty or undertaking, or waive any right or entitlement, they shall be bound both jointly and severally;
- (c) a reference to this Lease includes a reference to any Schedule, recital, part, clause, sub-clause, paragraph or Annexure in or to this Lease, and in or to this Lease as amended, novated, supplemented, varied or replaced from time to time, and vice versa;
- (d) a reference to a statute, Act or Code, regulation or by-law or to any section, sub-section or paragraph thereof, includes any statutory amendment, replacement, consolidation, modification or re-enactment thereof from time to time, and for the time being in force, and all ordinances, by-laws, regulations, and other statutory instruments issued under them;

- (e) where the day or last day for doing an action or for the payment of any money or on which any entitlement is due to arise or a notice is deemed served is not a Business Day, the day or last day for doing that act or payment of that money or on which that entitlement arises or notice is deemed served, shall be deemed to be the next Business Day;
- (f) where any requirement, calculation or payment of money might otherwise fall to be performed or paid on the 29th, 30th or 31st day of a month which does not contain such a date, then references thereto shall be construed as references to the last day of that month;
- (g) a reference to any Party includes that Party in its own right and in its capacity as trustee of any trust (whether specified or not), and also includes that Party's executors, administrators, successors, substitutes and permitted assigns in accordance with this Lease, including any person taking by way of novation;
- (h) all headings and any table of contents or index have been inserted for convenience purposes only and shall not affect the interpretation hereof;
- (i) where any word or phrase is given a defined meaning, any other part of speech or other grammatical form in respect of such word or phrase shall have a corresponding meaning;
- (j) all references to monetary amounts are references to Australian dollars unless stated otherwise;
- (k) a reference to:
 - (i) a right includes a benefit, remedy, discretion, authority or power;
 - (ii) an obligation includes a warranty or representation;
 - (iii) a failure to observe or perform an obligation includes a breach of warranty or representation;
 - (iv) provisions or terms of this Lease include a reference to both express and implied provisions or terms;
 - (v) writing includes any means or mode of representing or reproducing words in a tangible and permanently visible form, and includes facsimile transmissions.
 - (vi) signature and signing includes due execution by a corporation or other relevant entity;
 - (vii) a month means a calendar month;
 - (viii) conduct includes, without limitation, an omission, statement or undertaking, whether or not in writing; and
 - (ix) an amount for which a person is contingently liable includes, without limitation, an amount which that person may become actually or contingently liable to pay if a contingency occurs, whether or not that liability will actually arise;
- (l) each paragraph or sub-paragraph in a list is to be read independently from the others in that list;
- (m) no rule of construction of documents shall apply to the disadvantage of a Party, on the basis that that Party put forward this document or any relevant part of it;
- (n) "including" and similar expressions are not words of limitation;

- (o) a covenant, agreement, representation or warranty in favour of two (2) or more persons is for the benefit of them jointly and severally;
- (p) a reference to a statutory, professional or industry body includes a reference to a successor or substitute for that body;
- (q) unless repugnant to the context, a covenant by a Party to do or omit to do anything includes a covenant by an Authorised Person to do or omit to do that thing, and the Party is liable for all acts or omissions of an Authorised Person;
- (r) a general description of any matter or thing whatever shall not be read down if followed by any specific examples of that matter or thing;
- (s) derivatives of a word or expression defined in clause 1.1 have a corresponding meaning to that assigned to it in that clause;
- (t) a reference to "Lessor" is a reference to the Shire of Boddington only in its capacity as Primary Interest Holder of the Leased Premises and not in its capacity as a Relevant Authority, and separate and distinct from its capacity as a Relevant Authority; and
- (u) covenants implied by Laws are not incorporated in the Lease, unless the relevant Law provides that certain covenants are to be implied and cannot be excluded by agreement.

1.3 Performance of Functions by Minister

- (a) All acts and things which the Lessor is required or empowered to do under this Lease is done under section 46 read together with section 18 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 Minister

- (a) In any case where under this Lease the doing or executing of any act matter or thing by the Lessor is dependent on the approval or consent of 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 in the reasonable discretion or Lessor's absolute discretion and may be given subject to such conditions as the Lessor may reasonably determine unless otherwise provided in this Lease.
- (b) The Lessee agrees that any failure by the Lessee to comply with or perform a condition imposed under clause (a) will constitute a breach of a condition or covenant under this Lease.

1.5 Land Administration Act

The Lessor and the Lessee agree that the provisions of:

- (a) the LAA relating to Leases of Crown land granted under section 79 of the LAA apply to the Lessee; and
- (b) this Lease does not in any way affect alter or derogate from the Lessor's or the Minister's rights or powers conferred under the LAA.

2. Operative part

2.1 Lease of Leased Premises

In consideration of the Lessee agreeing to duly pay the Rent and other money payable under this Lease and to 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 duly pays the Rent and other money payable under this Lease and 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.

2.4 Conditions Precedent

a) This Lease is subject to and expressly conditional upon:

- (i) the Lessee obtaining all necessary Approvals to undertake the Lessee's Works from all Relevant Authorities, including the prior consent of the Lessor ("Development Condition"); and
- (ii) the Minister approving this Lease under the LAA, if required.

(b) The Parties covenant and agree that:

Best endeavours

- (i) where relevant, the Parties will each use their best endeavours to satisfy the Conditions Precedent;

Development Condition

- (ii) the Lessee will bear all the costs associated with satisfying or attempting to satisfy the Development Condition, including but not limited to any application fees; and
- (iii) if any Approval:
 - (A) is refused; or
 - (B) granted subject to a condition with which the Lessee in its reasonable opinion is unable to comply with, and the Lessee within twenty eight (28) days after being notified of the condition elects, by notice in writing to the Lessor, to withdraw from the Lease,

THEN this Lease but for this clause 2.4 ceases to have effect and no Party has any claim against any other Party.

2.5 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 on any approval required for the development of the Leased Premises or carrying out of the Lessee's Works in accordance with this Lease.

2.6 Lessee Buildings and Fixtures

The parties agree and acknowledge the Lessee has constructed Buildings and Fixtures on the Premises as defined under clause 1.1 and are the asset of the Lessee as described in item 13 of Schedule 1.

3. Reservation of Lessor's rights

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

3.1 Improvements to Leased Premises

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

- (i) construct amenities for use by the public, including public toilets, on the Leased Premises;
- (ii) construct other new structures on the Leased Premises;
- (iii) alter, add to, extend, reduce the size of, or otherwise modify, structures on the Leased Premises; and
- (iv) any other Lessor's Works,

(b) In exercising the rights in subclause 3.1(a), the Lessor shall:

- (i) consult with the Lessee prior to any improvements alterations or construction being carried out; and
- (ii) use the Lessor's reasonable endeavours not to cause any undue interference with the Authorised Use.

3.2 Right to enter

(a) 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, with or without workmen and materials to:

- (i) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
- (ii) comply with any requirement or order of any local government or other statutory authority;
- (iii) carry out any maintenance, modification, installation or extension to the Leased Premises or the Lessee's Building and Fixtures and the Plant and Equipment or

cables, pipes or wires within the Leased Premises or the Lessee's Building and Fixtures; and

- (iv) view the Leased Premises with any persons interested in the Leased Premises;

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

- (b) 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; and
- (c) the Lessor's right of entry under this clause 3.2 allows the Lessor to enter in the Leased Premises with or without workmen or other interested persons and, in the case of works that are required to be undertaken, with all necessary plant, equipment and materials to effect those works.

3.3 Granting easements etc.

The Lessor may grant easements of support or any other easements or similar rights over any part of the Leased Premises or dedicate, transfer or otherwise deal with any part of the Leased Premises 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.

3.4 Re-classification of fixtures and fittings

Not Applicable

3.5 Managing Agent

The Lessor may appoint a Managing Agent to manage the Leased Premises and represent the Lessor in relation to this Lease. If the Lessor appoints a Managing Agent, the Managing Agent may exercise the Lessor's rights and powers under this Lease. The Lessor may at any time vary or terminate the authority of the Managing Agent. Any decision made by the Lessor overrides any decision made by the Managing Agent if there is any inconsistency between those decisions.

4. Rent

The Lessee must pay the Rent to the Lessor in the manner specified in item 6 of Schedule 1 at the Lessor's address in this Lease or any other address stipulated by the Lessor or by any other method specified by the Lessor, including without limitation by direct bank deposit, without deduction or set-off (including but not limited to equitable set-off) except that the first and last payments will be apportioned on a daily basis in respect of periods of less than a month, and the first payment is due on the Commencement Date.

5. Rent review

5.1 Review on Rent Review Date

- (a) On the first Rent Review Date, being five years from the date of signing this Lease, the Rent will be reassessed, and a determination made by the Lessor with regard to amendments to the rent payable; and
- (b) The rent will be determined based on a combination of Council Policy and the market rental valuation, and also take into effect the Consumer Price Index indexation factors from the commencement of the Lease.

5.2 Payment of Reviewed Rent

- (a) The Lessee will be liable to pay the reviewed annual Rent from the relevant Rent Review Date whether or not the Lessor has notified the Lessee of the amount to which the annual Rent has been varied.
- (b) The failure of the Lessor to give notice of the reviewed annual Rent before a Rent Review Date does not preclude the Lessor from giving such a notice in respect of that Rent Review Date at any later time.
- (c) If the Lessor has not given notice of the reviewed annual Rent to the Lessee and the Lessee continues to pay Rent at the rate of the current annual Rent until the Lessor notifies the Lessee of the reviewed annual Rent, the Lessee will not for that reason only be in default for non-payment of Rent provided that when the Lessor notifies the Lessee of the amount of the reviewed annual Rent, any necessary adjustment is to be made within twenty eight (28) days of service of the rent review notice.

5.3 Not to cause Rent reduction

The Lessee shall not by any act or omission cause, directly or indirectly, the Rent to be reduced or impose on the Lessor any liability of the Lessee under this Lease unless obliged to do so by any Laws or with the consent of the Lessor.

6. Rates and Taxes

- 6.1 The Lessee must pay to the Lessor within twenty eight (28) days, or if the demand is made to the Lessee by any Relevant Authority then to that authority on demand in full all Rates and Taxes assessed or imposed by any Relevant Authority or other service provider in respect of the Premises.
- 6.2 Except in the case of manifest error, a statement issued by the Lessor under clause 6.1 will be prima facie evidence of the matters stated in that statement.
- 6.3 If the year or other period in respect of which any particular Rate or Tax is payable does not coincide with the Lease year, the amount the Lessee is to pay in the first year and last year of the Lease will be adjusted proportionally.

7. Lessee to pay for Services

Services separately assessed

- 7.1 The Lessee must pay to the Lessor or, if demand is made by a service provider, or Relevant Authority, to that provider or Relevant 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 supply charges and the cost of installation of any meter, wiring or other device necessitated by the use of a Service.

Bulk supplies Services

- 7.2 If the Lessor supplies any Services to the Leased Premises the Lessee must on demand pay to the Lessor the amount which the Lessee would have been charged by the original service provider, or Relevant Authority if the Services had been supplied to the Lessee directly together with an administrative charge of no more than twenty per cent (20%) of the amount charged by the original service provider, or Relevant Authority.
- 7.3 The Lessee must 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 service provider or any Relevant

Authority.

- 7.4 If any Service is not provided by the Lessor, the Lessee is responsible to make the Lessee's own arrangements at the Lessee's own cost for the supply of the Service to the Leased Premises and all associated Facilities. For the avoidance of doubt, the Lessor is not obliged to provide or to facilitate the procuring of any Services or Facilities to or for the Leased Premises.

Services not separately assessed

- 7.5 The Lessee must pay to the Lessor, or as the Lessor directs, all amounts charged or assessed in respect of the Land for or in connection with Services to or for the benefit of the Land or the Lessee, including supply charges and the cost of installation of any meter, wiring or other device necessitated by the use of Service.

8. Use of Leased Premises and Facilities

8.1 Authorised Use

The Lessee shall not:

- (a) use the Leased Premises for any purpose other than the Authorised Use specified in item 1 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, Lessor's Chattels, the Lessee's Building and Fixtures for a purpose for which it was not designed or designated.

8.2 Licenses and Limitations

- (a) The Lessee accepts the Leased Premises for the Term with full knowledge of and subject to any existing prohibition, condition or restriction on the use of the Leased Premises.
- (b) If the carrying on of the Authorised Use at the Leased Premises is permissible only with the consent, licence or authority under any Law, the Lessee shall obtain and maintain the currency of that consent, licence or authority and comply with that Law.
- (c) The Lessee shall not conduct any business in or from the Leased Premises which is prohibited by any Law.
- (d) The Lessee shall not contravene the provisions of the *Associations Incorporation Act 1987* (WA).
- (e) The Lessee agrees to comply with the Lessor's Public Event Guidelines, the Department of Health's *Guidelines for Concerts, Events & Organised Gatherings* (as updated from time to time) when conducting events.

8.3 Comply with Directions

The Lessee:

- (a) shall comply with the Lessor's reasonable requirements for the use of each Facility, Service, item of Plant and Equipment, the Lessee's Building and Fixtures and Lessor's Chattels;
- (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, the

Lessee's Building and Fixtures or Lessor's Chattel;

- (c) in the conduct of the Authorised Use comply strictly with all relevant requirements imposed by any Law or Relevant Authority; and
- (d) shall comply with all rules, regulations, directions and orders made in respect of the Leased Premises by the Lessor.

9. Security of Leased Premises

9.1 The Lessee shall securely lock all doors, gates or other openings in, to or on the Leased Premises when the Leased Premises are unoccupied.

9.2 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.

10. Maintenance and Works

10.1 Obligation to Maintain

The Lessee shall:

- (a) maintain the Leased Premises in a good condition and state of repair, except in respect of:
 - (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of insurance;
- (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 Chattels, the Lessor's Fixtures, the Lessee's Building and Fixtures and the Facilities in good condition and where necessary, replace that Lessor's Chattel, Lessor's Fixture, Lessee's Building and Fixtures or Facility to the satisfaction of the Lessor except in respect of:
 - (i) fair wear and tear; and
 - (ii) damage which is or will be reinstated from the proceeds of an insurance policy;
- (e) not do or omit to do anything which might cause the Leased Premises, the Lessor's Chattels, the Lessee's Building and Fixtures and the Facilities 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;
- (f) maintain the Lessor's Chattels, the Lessee's Building and Fixtures and the Facilities in clean and good condition;
- (g) promptly replace any broken glass in the Leased Premises, including the Lessee's Building and Fixtures;
- (h) not without the Lessor's prior consent, install any electrical equipment on the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises or any fixtures (including any Building);

- (i) keep all drains and other pipes in or connected to the Leased Premises or any fixtures (including any Building) properly cleaned and free-flowing;
- (j) maintain the garden, lawns, edges, hedges, shrubs and trees, to water and fertilise them regularly and adequately, to keep the flower beds and lawns free of weeds, and to not remove or cut down any plants, trees or shrubs;
- (k) maintain all paved areas and keep them clean and tidy; and
- (l) maintain all roads, driveways and access ways on the Leased Premises and keep them free of rubbish and debris and ensure that they are not obstructed.

10.2 Alteration and Substantial Works

The Lessee must not make any alteration to or addition to or demolish any part of the Leased Premises, the Lessor's Fixtures or the Lessee's Building and Fixtures, or remove or alter any of the Lessee's Building and Fixtures, the Lessor's Fixtures, the Lessor's Chattels, the Plant and Equipment or any Facility or Service in or on the Leased Premises without the prior written consent of the Lessor which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Lessor EXCEPT THAT the Lessor shall not arbitrarily or unreasonably withhold its approval in the case of any mandatory alterations required by a Relevant Authority.

10.3 Standard for Maintenance and Works

The Lessee must comply with the Works Conditions in carrying out all Maintenance and any other work which affects the Leased Premises, including the Lessee's Building and Fixtures.

10.4 Remove Non-approved Works

If the Lessee carries out any works, or erects any building or structure, on the Leased Premises which have not been previously approved in writing by the Lessor or which are not undertaken in accordance with the provisions of this Lease, the Lessor may require the Lessee (but without limiting any other right or remedy available to the Lessor) at the Lessee's cost, to dismantle and remove any such works, building or structures and the Lessee shall carry out the same in accordance with the Lessor's directions.

10.5 Structural Maintenance

- (a) The Lessee is responsible for all structural repairs and maintenance of the Lessee's Building and Fixtures in accordance with this Lease; and
- (b) The Lessor is responsible for all structural repairs and maintenance of the Lessor's Fixtures.

11. Positive covenants

11.1 Costs and Expenses

The Lessee must pay to the Lessor or as the Lessor directs all the Lessor's costs, charges and expenses in connection with:

- (a) the negotiation, preparation, execution, stamping and registration of this Lease;
- (b) any consent, approval or exercise of any right, waiver, variation, release, surrender or discharge in connection with this Lease, including but not limited to all costs and expenses of and incidental to the preparation and service of a notice under section

81 of the *Property Law Act 1969* (WA);

- (c) any inspection or report concerning the Leased Premises and the Lessee's Building and Fixtures;
- (d) any breach of the Lessee's Obligations;
- (e) any work done at the request of the Lessee;
- (vi) the exercise or attempted exercise of the Lessor's Rights; and
- (vii) any action, suit or proceeding to which the Lessor is joined as a party as a result of the Lessee's occupation of the Leased Premises and the Lessee's Building and Fixtures, and such costs, charges and expenses include, but are not limited to:
 - (h) taxes and fees and fines and penalties which may be payable in connection with this Lease;
 - (i) all legal costs and expenses on a full indemnity basis; and
 - (j) all interest which the Lessor is entitled to claim.

11.2 Reimburse Lessor Expenses

The Lessee shall 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 Obligations.

11.3 Report to Lessor

The Lessee shall report promptly to the Lessor or the Managing Agent in writing:

- (a) all structural damage or defects in the Leased Premises, the Lessee's Building and Fixtures, the Lessor's Fixtures in or on the Leased Premises of which the Lessee is or ought to be aware;
- (b) any notice or order received from any court relating to the Leased Premises, the Lessor's Fixtures and the Lessee's Building and Fixtures; and
- (c) any circumstances likely to be a danger or cause any damage or danger to the Leased Premises, the Lessor's Fixtures and the Lessee's Building and Fixtures or any person in or on the Leased Premises, the Lessor's Fixtures and the Lessee's Building and Fixtures of which the Lessee is aware.

11.4 Comply with Laws

The Lessee shall comply promptly with all other Laws affecting the Leased Premises, the Lessee's Building and Fixtures or the use of the Leased Premises and the Lessee's Building and Fixtures including any structural work in respect of the Lessee's Works, including but not limited to, the *Health Act 1922* (WA), the *Health (Public Buildings) Regulations 1992*, the *Environmental Protection Act 1986* (WA) and the *Environmental Protection (Noise) Regulations 1997*.

11.5 Interest

The Lessee shall on demand by the Lessor, pay the Lessor interest on any Rent, or other money payable under this Lease which is not paid on the due date calculated at the Rate specified in item 5 of Schedule 1 from the due date for payment until the date of actual payment.

12. Negative covenants

The Lessee shall not:

- (a) except for reasonable quantities for normal applications in connection with the use of the Leased Premises and in the carrying out of the Authorised Use, bring onto, store or use any chemical or inflammable substance on or in the Leased Premises;
- (b) store goods on or in the Leased Premises other than those necessary in the carrying out of the Authorised Use;
- (c) except as is lawful and necessary and an ordinary incident of carrying out the Authorised Use, do or carry on or in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor or the owners or occupiers of any nearby properties unless with the prior consent of any Relevant Authority and the Lessor;
- (d) place any rubbish on or in any part of the Leased Premises except in a suitable receptacle;
- (e) burn any rubbish in or on the Leased Premises, unless permitted by law and a necessary and ordinary incident of the Authorised Use; and
- (f) deliver or permit to be delivered goods or materials to or from the Leased Premises except in a manner which causes minimum interference to the Lessor or the owners or occupiers of any nearby properties.

13. Lessee's Obligation to effect insurances

13.1 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, and the Lessee's Buildings, Fixtures and activities, or otherwise 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 updated, 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.

13.2 The Lessee must not by any act or omission cause or allow anything to be done which might result in any insurance policy effected under this Lease or in respect of the Leased Premises and the Lessee's Building and Fixtures becoming void or voidable or which might increase the premium on any policy.

14. Indemnities

14.1 General indemnity

Except to the extent contributed to by the Lessor and, where applicable the Minister for Lands, the Lessee shall indemnify and keep indemnified the Lessor and the Minister for Lands against all losses, claims, damages, demands, costs and expenses for which the Lessor or the Minister for Lands 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 and the Lessee's Building and Fixtures 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 or the Minister for Lands is obliged by this Lease to pay for or contribute to the cost of compliance with the notice, claim or demand and fails to do so.

14.2 Nature of indemnity

The obligation of the Lessee to indemnify the Lessor under this Lease and the Minister for Lands or at law is not affected by the obligation of the Lessee to effect insurance and all indemnities shall survive the termination of the Lease.

15. Assignment

15.1 No assignment

Where Section 18 of the LAA applies to this Lease, 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 except where provided in the following provisions of clause 15.

15.2 Property Law Act excluded

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

15.3 Lessor may consent to assignment

The Lessee will not be in breach of the covenant in clause 15.1 in respect of an assignment if the Lessor consents to the assignment. The Lessor will not unreasonably withhold consent if the following criteria are satisfied:

- (a) the Lessee satisfies the Lessor that:
 - (i) the proposed assignee is a respectable and responsible person of good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the Lessee under this Lease;
 - (ii) there is no Rent or other money payable under this Lease due but unpaid; and
 - (iii) there is no unremedied breach of the Lessee's Obligations and there have been no substantial breaches of the Lessee's Obligations during the Term;
- (b) the Lessee procures the execution by the proposed assignee of an assignment of lease prepared by the Lessor's solicitors at the Lessee's cost which contains terms acceptable to the Lessor, including:
 - (i) a covenant by the proposed assignee with the Lessor to pay all Rent and other money payable under this Lease; and
 - (ii) a covenant by the proposed assignee to observe and perform all of the Lessee's Obligations;

- (c) if the proposed assignee is a company, the directors or substantial shareholders of the company at the option of the Lessor guarantee to the Lessor the observance and performance of all of the Lessee's Obligations including payment of the Rent and other money payable under this Lease;
- (d) the Lessee agrees that the covenants of the assignee are independent of the covenants of the Lessee in this Lease and will not release or relieve the Lessee from the Lessee's Obligations and the Lessee acknowledges that the Lessee will continue to be fully responsible for the Lessee's Obligations notwithstanding the assignment of the Lease to the proposed assignee, particularly on the occurrence of an Event of Default by the proposed assignee or any other party;
- (e) the assignment complies with Council Policy; and
- (f) where applicable, the Minister consents in writing to the proposed assignment of the Lease pursuant to section 18 of the LAA.

15.4 Lessor may consent to sublease

The Lessee will not be in breach of the covenant in clause 15.1 in respect of a sublease of the whole or part of the Leased Premises and the Lessee's Building and Fixtures if the Lessor consents to the sublease. The Lessor will not unreasonably withhold consent if the following criteria are satisfied:

- (a) the Lessee satisfies the Lessor that:
 - (i) the proposed sub lessee is a respectable and responsible person of a good financial standing, with sound business acumen, with adequate business experience and who is capable of meeting all the financial commitments of the sub lessee under a sublease of this Lease;
 - (ii) the sublease will be granted without any fine or premium, and at a rent per square metre of the subleased area at least equal to the Rent payable under this Lease;
 - (iii) there is no Rent or other money payable under this Lease due but unpaid; and
 - (iv) there is no unremedied breach of the Lessee's Obligations and there have been no substantial breaches of the Lessee's Obligations during the Term;
- (b) the Lessee procures the execution by the proposed sub lessee of a sublease approved by the Lessor or the Lessor's solicitors at the Lessee's cost which contains terms consistent in all respects with this Lease and acceptable to the Lessor;
- (c) if the proposed sub lessee is a company, the directors or substantial shareholders of the company at the option of the Lessor guarantee to the Lessor the observance and performance by the proposed sub lessee of all of the Lessee's Obligations as if the proposed sublessee were named in this Lease as the Lessee;
- (d) the Lessee agrees that the covenants of the sub lessee are independent of the covenants of the Lessee in this Lease and will not release or relieve the Lessee from the Lessee's Obligations and the Lessee acknowledges that the Lessee will continue to be fully responsible for the Lessee's Obligations notwithstanding the sublease of the Lease to the proposed sub lessee, particularly on the occurrence of an Event of Default by the proposed sub lessee or any other party;
- (e) if the sublease complies with Council Policy; and

- (f) where applicable, the Minister consents to the proposed sublease of the Leased Premises in accordance with section 18 of the LAA.

15.5 Lessor may consent to charge

- (a) The Lessee will not be in breach of the covenant in clause 15.1 in respect of a charge or mortgage if the Lessee obtains the Lessor's, and the Minister for Lands consent to that charge or mortgage.
- (b) The Lessor may consent to, or refuse to give its consent to, a charge or mortgage in its absolute discretion.
- (c) The Minister for Lands may consent to, or refuse to give consent to, a charge of mortgage with absolute discretion.

15.6 Compliance with Acts

The Lessor and the Lessee acknowledge that if in granting its consent to any assignment or sublease the Lessor has to first comply with or satisfy any obligations or requirements under any Written Law, including but not limited to section 3.58 of the *Local Government Act 1995* (WA) and regulation 30(2)(b) of the *Local Government (Functions and General) Regulations 1996* ("Assignment/Sublease Condition Precedent"), then the Lessor's consent is made expressly conditional upon and subject to satisfaction of the Assignment/Sublease Condition Precedent.

15.7 Requirements before approval

The Lessee agrees that the Lessor and the Minister may, before giving approval under section 18 of the LAA in writing, require such information concerning the transaction for which approval is sought as the Lessor and the Minister specify.

16. Damage, Destruction or Resumption

16.1 Definitions

In this clause 16:

- (a) "Reinstatement Notice" means a notice given by the Lessor to the Lessee of the Lessor'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.

16.2 Abatement

- (a) If the Leased Premises are 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) the Rent;
- (iv) any other money payable by the Lessee under this Lease; and
- (v) the covenant to repair and maintain,

will subject to clauses 16.2(b) and 16.2(c), according to the nature and extent of the damage or destruction sustained, and the extent to which such destruction interferes with the continued operation of the Lessee's Business, abate in whole or in part as agreed by the Lessor and the Lessee or in the absence of agreement as determined pursuant to clause 16.2(c).

- (b) If clause 16.2(a) applies, then subject to clause 16.2(c) the remedies for:
 - (i) recovery of the Rent and any other 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 Premises are:
 - (iii) restored;
 - (iv) made fit for the Lessee's occupation and use; and
 - (v) made accessible.
- (c) If the parties cannot agree on the proportion of the abatement pursuant to clause 16.2(a) or the date upon which the abatement should cease pursuant to clause 16.2(b):
 - (i) that proportion of the abatement and / or the date upon which the abatement should cease shall be determined by a Valuer appointed by the president of the Australian Property Institute (WA Division);
 - (ii) the costs of a Valuer appointed under clause 16.2(c)(i) shall be borne equally by the Lessor and the Lessee; and
 - (iii) until any dispute over the proportion of the abatement or the date upon which the abatement should cease has been determined the Lessee will continue to pay all money due pursuant to the Lease less any abatement that the Lessor accepts should be applied.

16.3 Either Party May Terminate

If clause 16.2(a) applies, either party may terminate this Lease by notice to the other unless the Lessor:

- (a) within ninety (90) calendar days of receiving the Damage Notice, gives the Lessee a Reinstatement Notice; and
- (b) diligently proceeds within a reasonable time to carry out the Reinstatement Works.

16.4 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) days' notice to the Lessor and, at the expiration of that period, this Lease will terminate.

16.5 Exceptions

Clauses 16.2, 16.3 and 16.4 will not apply where:

- (a) the damage or destruction was contributed to, or also caused by or arises from any wilful act of the Lessee or an Authorised Person; or
- (b) an insurer under any policy effected 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.

16.6 Lessor may Terminate

If the Lessor considers the damage to the 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) days' notice to the Lessee and, at the expiration of that notice, this Lease will terminate.

16.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 16 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision of this Lease.

16.8 Dispute Resolution

- (a) Each Valuer appointed under clause 16.2 shall:
 - (i) act as an expert and not as an arbitrator; and
 - (ii) provide his or her determination and the reasons for his or her determination of the extent of an abatement and the period of abatement, in writing within ten (10) Business Days of his or her appointment.
- (b) Upon determination of the extent of an abatement and the period of abatement being finally determined then on the date upon which the immediately subsequent instalment of Rent is due and payable under this Lease:
 - (i) the Lessee shall pay the Lessor; or
 - (ii) the Lessor shall refund to the Lessee, as the case requires, the difference between what the Lessee has actually paid pursuant to the Lease from the date of service of the Damage Notice and what the Lessee is determined to have actually been liable to pay after the abatement.

16.9 Lessor Not Obligated to Reinstate

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

16.10 Proceeds of Insurance

If the Leased Premises are damaged or destroyed and the Lease is terminated under this clause 16, the Lessee will have no interest in the insurance proceeds other than those proceeds that relate to the Lessee's Building and Fixtures and contents.

16.11 Resumption of Leased Premises

If the Leased Premises or any part of 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.

17. Limit of Lessor's liability

17.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all the Lessee's Building and Fixtures and other Lessee's property in or on 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 of repair of the Leased Premises, the Lessee's Building and Fixtures 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 Leased Premises or otherwise;
- (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 judgment and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use; 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.

17.2 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, interruption of Services or other event of a similar nature in or affecting the Leased Premises.

17.3 Lessor only liable while Primary Interest Holder

Each Lessor is only liable for any breaches under this Lease occurring while registered as the Primary Interest Holder of the Leased Premises.

17.4 Lessee acts at own risk

Unless this Lease provides otherwise, whenever the Lessee is obligated or required by this Lease to do or omit to do any act or thing, the doing or the omission of the act or thing will be at the sole risk and expense of the Lessee.

18. Default

An Event of Default occurs if:

- (a) the Lessee fails to pay the Rent, the outgoings or other money payable under this Lease for seven (7) Business Days after the Lessor has given written notice to the Lessee of the default;
- (b) the Lessee fails to perform any of the Lessee's Obligations other than the payment of moneys referred to in clause 18(a) for seven (7) Business Days after the Lessor has given written notice to the Lessee of the default;
- (c) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee;
- (d) a receiver, manager or controller as defined in the *Corporations Act 2001* (Cth) is appointed in respect of any part of the Lessee's property;
- (e) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (f) the Lessee ceases to carry on the Authorised Use from the Leased Premises;
- (g) where the Lessee is an incorporated association 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 a 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.

19. Lessor's powers on default

19.1 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 expire.

19.2 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 constitutes a re-entry or forfeiture or waiver of the

Lessor's rights to recover in full all Rent, outgoings and other money payable by the Lessee under the Lease:

- (i) acceptance of the keys or other access devices 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
- (iii) advertising the Leased Premises for re-letting.

19.3 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 Rent, outgoings or other 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.

19.4 Exercise of rights by Lessor

The Lessor may exercise the Lessor's rights under this Lease or at law notwithstanding any delay of the Lessor in issuing proceedings or 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 default by the Lessee or the continuance of that default.

20. Essential terms

20.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes a 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) Clauses 4 ("Rent"), 5 ("Rent Review"), 6 ("Rates and Taxes"), 8 ("Use of Leased Premises and Facilities"), 10 ("Maintenance and Works"), 13 ("Lessee's Obligations to effect insurances"), 15 ("Assignment") and 27 ("Environmental Matters") of this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

20.2 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.

20.3 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.

20.4 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.

20.5 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 difference between the aggregate of the Rent, the reasonable estimate of the outgoings and other 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 20.

21. Termination

21.1 Either Party May Terminate

Either party may terminate this Lease by providing twelve (12) months notice to the other party.

21.2 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 deliver to the Lessor all keys, access cards and other security devices for the Leased Premises.

21.3 Remove Lessee's Buildings and Fixtures

- (a) At the Termination of the Lease the Lessor is not required to compensate for, or purchase all or any, of the Lessee's Building and Fixtures.
- (b) The Lessor may by notice to the Lessee at any time up to the day that is ten (10) Business Days after the Termination of this Lease provide an offer to purchase the Lessee's Building and Fixtures.
- (c) If the Lessor does not purchase the Lessee's Building and Fixtures the Lessee shall unless the Lessor agrees to the contrary:
 - (i) prior to Termination or on the termination of any period of holding over, remove from the Leased Premises all of the Lessee's Building and 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;

- (ii) comply with the Works Conditions in respect of the removal of those items specified in clause 21.3(a); and
- (iii) submit details of the proposed removal works for the Lessor's approval not less than two (2) months prior to Termination, or in the event of the sooner determination of this Lease, on or prior to that sooner determination.

21.4 Making Good of Leased Premises on Termination

Subject to clause 21.3, the Lessee shall, unless the Lessor agrees to the contrary, prior to Termination or on the termination of any period of holding over, make good the Leased Premises, the Facilities on the Leased Premises and those parts of the Plant and Equipment affected by the Lessee's occupation of the Leased Premises.

21.5 Lessor Can Make Good

If the Lessee does not comply with the obligation to make good as set out in clause 21.4, the Lessee shall pay the Lessor within twenty eight (28) days after the Lessor requests payment, any costs reasonably incurred by the Lessor to make good the Leased Premises, the Facilities on 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 of the Lessor in relation to the Lessee's default.

21.6 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 Building and Fixtures, which are not removed at Termination:

- (a) demolish and dispose of the Lessee's property or 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:
 - (d) the Lessee failing to remove all of the Lessee's property by Termination; or
 - (e) any claim against the Lessor by any person by reason of the exercise by the Lessor of its rights under this clause 21.6.

21.7 Lessee to continue to pay Rent and outgoings

If the Lessee fails to make good the Leased Premises as specified in clause 21.4, or fails to remove the Lessee's property by Termination, then until the Leased Premises are restored in accordance with this Lease or the Lessor elects to take the absolute property in the Lessee's property left after Termination, the Lessee shall continue to pay the Rent and the outgoings and other money payable as if the Lessee were holding over in the Leased Premises.

22. Option of renewal

If:

- (a) not more than six (6) months nor less than three (3) months prior to the expiration of the Term, the Lessee serves a notice in writing on the Lessor of the Lessee's desire

to renew the Term;

- (b) at the date of service of the notice, the Lessee is not in arrears of any Amounts Payable and there is no outstanding breach or non-observance of the Lessee's Obligations; and
- (c) the Minister consents in accordance with section 18(1) of theLAA,

the Lessor will, at the cost of the Lessee, grant to the Lessee a further lease of the Leased Premises for the Further Term specified in item 9 of Schedule 1 pursuant to this Lease and otherwise on the same terms and conditions of this Lease.

23. Holding Over

If after the expiry of the Term the Lessee remains in possession of the Leased Premises with the consent of the Lessor, the Lessee shall be deemed to be a monthly tenant on such of the terms of this Lease as are capable of applying to a monthly tenancy. The Lessee's right to remain in possession of the Leased Premises shall be subject to the continued performance of the Lessee's Obligations.

- (a) The Rent payable during any period of holding over shall be one hundred and ten percent (100%) of the annual Rent payable immediately prior to the expiry of the Term.
- (b) The Lessor may increase the Rent payable during any period of holding over upon giving the Lessee one (1) months' notice in writing.
- (c) The monthly tenancy may be terminated by either party giving the other party one (1) months' notice of termination which notice may be given at any time.

24. CEO and Lessor as Attorney

The Lessee for valuable consideration:

- (a) irrevocably appoints the Lessor and the CEO of the Lessor jointly and severally the Lessee's attorney for the purpose of
 - (i) withdrawing any caveat which the Lessee is obliged to withdraw but does not; and
 - (ii) doing anything else the Lessee is obliged to do under this Lease but does not do when required;
- (b) undertakes to ratify all that the attorney does or causes to be done under this clause; and
- (c) indemnifies the Lessor in respect of:
 - (i) losses arising from any act done under this clause; and
 - (ii) the Lessor's costs and expenses of and incidental to the withdrawing of any caveat mentioned in this clause.

25. 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.

26. Special clauses

26.1 The special clauses (if any) set out in Schedule 2 shall be deemed to be incorporated into and form part of this Lease as if fully set out in the body of this Lease.

26.2 If there is any inconsistency between the provisions of this Lease generally and the special clauses, the special clauses shall prevail to the extent of the inconsistency.

27. Environmental Matters

27.1 Lessee's Environmental Covenants

The Lessee must:

- (a) comply with all Environmental Laws including, without limitation, obtaining all necessary permits, authorisations and approvals required for the Lessee to carry out the Authorised Use on the Leased Premises;
- (b) take all practicable precautions to ensure that no Contamination (fuel or oil spills) of the Leased Premises or the Environment in the vicinity of the Leased Premises occurs;
- (c) not discharge into any stormwater drain any trade effluent, Hazardous Material or Waste, other than that which is authorised by the relevant Government Authority;
- (d) immediately notify the Lessor if:
 - (i) a Contamination Event occurs on the Leased Premises; or
 - (ii) an Environmental Notice is served on the Lessee;
- (e) if a Contamination Event occurs and irrespective of whether an Environmental Notice has been served on the Lessee, promptly take all usual and reasonable actions at the Lessee's own cost and in accordance with best industry practice for the Remediation of the Leased Premises and any land in the vicinity of the Leased Premises to a condition, as far as practicable, as if the Contamination Event had not occurred;
- (f) at the Lessee's own cost, comply with every Environmental Notice issued in respect of, or arising from, the Lessee's occupation or use of the Leased Premises, whether the notice is served on the Lessor or the Lessee;
- (g) allow the Lessor and its employees and contractors:
 - (i) after receiving reasonable notice from the Lessor, access to the Leased Premises to conduct environmental audits or inspections from time to time; and
 - (ii) immediate access to the Leased Premises to conduct an inspection following a Contamination Event; and
- (h) pay the reasonable costs of any reputable environmental consultant appointed by the

Lessor to undertake an inspection from time to time of the Leased Premises to verify the Lessee's compliance with this clause 27.

27.2 Remediate Contamination

- (a) Without limiting the Lessee's obligation under clause 27.1(e), the Lessee must ensure that at the expiration of the Term it has Remediated any Contamination of the Leased Premises or any land in the vicinity of the Leased Premises caused by the Lessee, to the absolute satisfaction of the Lessor.
- (b) Subject to clause 27.2(e), not later than six (6) months before the expiration of the Term, the Lessee must arrange for a reputable environment consultant approved by the Lessor (whose approval must not be unreasonably withheld) to:
 - (i) carry out an investigation of Contamination at the Leased Premises;
 - (ii) prepare a report with respect to any (if any) Contamination at the Leased Premises; and
 - (iii) prepare a Remediation Notice (if applicable).
- (c) Subject to clause 27.2(d), the Lessee must promptly carry out all the works specified in the Remediation Notice to the satisfaction of the Lessor, and at the Lessee's sole cost.
- (d) The Lessee is under no obligation to carry out remedial works in respect of Contamination of the Leased Premises shown to exist at the Commencement Date, except to the extent that the Lessee has disturbed the Contamination in a manner which creates a risk of harm to people or the Environment.
- (e) If this Lease is terminated by the Lessor prior to the expiration of the Term, the Lessor may:
 - (i) arrange for the investigation of Contamination referred to in clause 27.2(a) and for the preparation of a Remediation Notice (if applicable); and
 - (ii) carry out the works specified in the Remediation Notice, at the Lessee's expense, and the Lessee will indemnify the Lessor under clause 27.3(a).
- (f) For the avoidance of doubt, this clause 27.2 is for the benefit of the Lessor and can only be waived by the Lessor.

27.3 Environmental Indemnity

- (a) Without limiting clause 14 of the Lease the Lessee indemnifies the Lessor and the Lessor's employees in respect of all claims, judgments, orders, costs (including legal costs on a full indemnity basis) and expenses for which the Lessor is or may become liable in respect of or arising from the Lessee's breach of any of the Lessee's Environmental Covenants.
- (b) Without limiting clause 27.3(a) above, in the event that the Lessee fails to promptly comply with its obligations under clauses 27.1(e), 27.1(f), 27.2(a), 27.2(b) or 27.2(c) the Lessor shall be at liberty to carry out all of the said obligations at the cost of the Lessee, which cost shall be recoverable from the Lessee on demand.

27.4 Event of Default and Essential Term

For the avoidance of doubt, a failure by the Lessee to perform or comply with any of its obligations under this clause 27 is an Event of Default and a breach of an essential term of

the Lease.

27.5 Definitions

In this clause 27:

- (a) “Contamination” means the affectation of land (including any surface water, ground water or other waters and airspace) by any matter or substance, including but not limited to a solid, liquid, gas, odour, heat, sound, vibration or radiation which:
- (i) makes or may make such land or the surrounding Environment:
 - (A) unsafe or unfit for habitation or occupation by persons or animals;
 - (B) environmentally degraded; or
 - (C) not comply with any Environmental Law; or
 - (ii) otherwise gives rise to a risk or possible risk of harm to human health or the Environment;
- (b) “Contamination Event” means any incident originating on the Leased Premises involving:
- (i) any Contamination or likely Contamination of the Leased Premises, or the Environment in the vicinity of the Leased Premises; or
 - (ii) the unlawful disposal of Waste in a manner which harms or is likely to harm the Environment;
- (c) “Environment” means all components of the earth, including:
- (i) land, air and water;
 - (ii) any layer of the atmosphere;
 - (iii) any organic or inorganic matter and any living organism including humans;
 - (iv) human made or modified structures and areas;
 - (v) the aesthetic characteristics of the components of the earth, including appearance, sound, odour, taste and texture; and
 - (vi) ecosystems with any combinations of the above;
- (d) “Environmental Law” means any law, whether statute or common law (including the laws of negligence and nuisance), concerning the Environment and includes laws concerning:
- (i) the carrying out of uses, works or development or the subdivision of land;
 - (ii) emissions of substances into the atmosphere, waters and land;
 - (iii) pollution and contamination of the atmosphere, waters and land;
 - (iv) production, use, handling, storage, transportation and disposal of:
 - (A) Waste;

- (B) Hazardous Materials; and
- (C) dangerous goods;
 - (v) conservation, heritage and natural resources;
 - (vi) threatened and endangered and other flora and fauna species;
 - (vii) the erection and use of structures; and
 - (viii) the health and safety of people,

whether made or in force before or after the date of this Lease;

- (e) “Environmental Notice” means any direction, order demand or other requirement to take any action or refrain from taking any action in respect of the Leased Premises or its use from any Government Authority in connection with any Environmental Law;
- (g) “Government Authority” means any state, federal or local government department or authority, government Minister, governmental, semi-governmental, administrative or judicial person or any other person (whether autonomous or not) charged with the administration of any applicable Laws;
- (h) “Hazardous Material” means material which, because it is toxic, corrosive, flammable, explosive or infectious or possesses some other dangerous characteristics, is potentially dangerous to the Environment when stored or handled or when any part of the Environment is exposed to it;
- (h) “Lessee’s Environmental Covenants” means the Lessee’s obligations under clause 27.1, together and each of them separately;
- (i) “Remediation” includes the investigation, clean up, removal, abatement, disposal, control, containment, encapsulation or other treatment of Contamination and includes the monitoring and risk management of any Contamination;
- (j) “Remediation Notice” means a statement of the works necessary to remediate any Contamination at the Leased Premises or the surrounding Environment to an appropriate standard; and
- (k) “Waste” means any discarded, rejected, unwanted, surplus or abandoned substance whether or not:
 - (i) it is intentionally discarded;
 - (ii) it has a value or use; or
 - (iii) it is intended for sale, recycling, reprocessing, recovery or purification.

28. Caveats and registration of Lease

28.1 Registration

- (a) The Lessee may register this Lease but must not lodge an absolute caveat over the Leased Premises to protect the interest of the Lessee under this Deed and the Lessee must surrender any registered lease and withdraw any caveat lodged by or on behalf of the Lessee over the Leased Premises on Termination of the Lease.
- (b) In consideration of the Lessor leasing the Leased Premises to the Lessee, the Lessee

irrevocably appoints the Lessor and every officer of the Lessor as defined by the *Corporations Act 2001* (Cth) to be attorney of the Lessee, in the name and on behalf of the Lessee, and as the act and deed of the Lessee to sign and lodge at Landgate, Perth, a surrender of lease and a withdrawal of any caveat lodged by or on behalf of the Lessee and not surrendered or withdrawn on Termination of the Lease, and the Lessee;

- (i) undertakes to ratify all that the attorney does or causes to be done under or by virtue of this subclause; and
- (ii) indemnifies the Lessor in respect of any loss arising from any act done under or by virtue of this subclause, and the Lessor's costs and expenses of and incidental to the surrendering of the Lease and withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Leased Premises.

28.2 Lessee must withdraw Caveat and any Registered Encumbrances

- (a) The Lessee on or before the Termination of the Lease must:
 - (i) withdraw any caveat lodged by the Lessee over the Leased Premises;
 - (ii) discharge any mortgage or other registered encumbrance relating to any liability of the Lessee registered over the Leased Premises;
 - (iii) surrender any registered lease over the Leased Premises;
 - (iv) execute a withdrawal of caveat in a form approved or any other document that may be required to remove any encumbrance on the certificate of title for the Leased Premises, and to execute a deed or surrender of lease in the form approved or any other document that may be required in order to remove any lease or notification of it as an encumbrance on the Certificate of Title for the Leased Premises;
 - (v) if requested by the Lessor, do all things necessary to assist in the cancellation of any qualified title for the Leased Premises.
- (b) The Lessee hereby indemnifies, and shall keep indemnified, the Lessor against all loss or damage suffered by the Lessor as a result of the Lessee's failure to comply with section 28.2(a) on or before termination of the Lease.

29. Termination for Community Benefit

29.1 Notwithstanding anything to the contrary contained or implied in this Lease, the Lessor and the Lessee expressly agree that after the Term has been renewed pursuant to clause 22, if the Lessor wishes to redevelop, remodel, renovate, or demolish the whole or any part of the Leased Premises, or wishes to change the use for which the whole or part of the Leased Premises is put, then the Lessor is entitled to terminate the Term on giving the Lessee not less than twelve (12) months' written notice of its intention to do so ("Redevelopment Notice") expiring at any time whether or not at the end of a month or other Rent period.

29.2 Nothing in this clause 29 shall derogate from the Lessee's liability, up until the date of termination specified in the Redevelopment Notice, for payment of the Rent and all other payments due under this Lease as well as the performance or observance of the terms of the Lease on the Lessee's part to be performed up to that date.

29.3 The Lessee's Obligations will survive the termination of the Term until they have been fulfilled.

29.4 Without derogating from the Lessee's Rights in the case of misrepresentation or fraud by the Lessor or any of the Lessor's officers, employees, agents or contractors, the Lessor will not be liable in any way for loss or injury (including economic loss or loss of profit) sustained by the Tenant or arising from anything referred to in this clause 29. In particular the exercise by the Landlord of the rights conferred on it by this clause 29 will not constitute a breach of the Lessor's covenant for quiet enjoyment.

29.5 The Lessee shall deliver up the Premises to the Lessor at the expiration of the Redevelopment Notice terminating the Lease in accordance with the provisions of this Lease.

30. Miscellaneous

30.1 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.

30.2 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.

30.3 Schedules

The Schedules shall form part of this Lease.

30.4 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.

30.5 Proper Law and Jurisdiction

This Lease is governed by the law in force in the State, or where applicable, the Commonwealth of Australia, and the parties consent to the jurisdiction of the courts of the State.

30.6 Time for payment

Any amount payable by the Lessee to the Lessor unless otherwise specified must be paid to the Lessor within seven (7) Business Days after the Lessor gives a notice to the Lessee requiring payment.

30.7 Time of the essence

Time shall be of the essence in all respects.

30.8 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.

30.9 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.

30.10 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, including, without limitation, the Managing Agent.

30.11 Variation

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

30.12 Giving of notice

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

- (a) shall be in writing and in English;
- (b) may be served on the recipient:
 - (i) personally; or
 - (ii) by leaving it at, or sending by pre-paid post to:
 - A. the recipient's last known personal address or place of business, in any case;
 - B. the Leased Premises, in the case of the Lessee; or
 - C. the registered office or principal place of business, in the case of a corporation;
 - (iii) by facsimile transmission sent to the recipient's facsimile number (if known);
- (c) will be deemed to be served:
 - (i) if served personally, at the time of handing the notice to the recipient;
 - (ii) if left at the recipient's last known address, last known place of business, the Leased Premises, a registered office or principal place of business, then at the time of leaving the notice;
 - (iii) if sent by pre-paid post, on the second Business Day after the date of posting;
 - (iv) if sent by facsimile transmission, 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);
- (d) if given by the Lessor, may be signed by the Lessor or a solicitor or agent of the Lessor;

- (e) where persons having the same interest in respect of the subject matter of the Lease are to notify any other party or are to be notified, notification to or by anyone of them is sufficient notification to or by all of them.

30.13 No moratorium

The provisions of any Law 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.

30.14 Further assurances

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

30.15 Effect of execution

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

30.16 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.

30.17 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. This Lease supersedes all previous correspondence or documentation relating to the Lessee's leasehold interest in the Leased Premises.

30.18 Headings

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

30.19 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.

31. Personal Property Securities Act (PPSA)

31.1 Interpretation

For the purposes of this clause:

- (a) "the Lessor's Personal Property" means all personal property the subject of a security interest granted to or held by the Lessor under the Lease; and
- (b) words and phrases used which have a defined meaning in the PPS Law have the same meaning as in the PPS Law unless the context otherwise indicates.

31.2 Further assurance

If the Lessor determines that the Lease (or a transaction in connection with it) is or contains a security interest for the purposes of the PPS Law, the Lessee agrees to do anything (including without limitation obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Lessor asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or
- (b) enabling the Lessor to apply for any registration, complete any financing statement or give any notification in connection with the security interest so that the Lessor has the priority required by it; and/or
- (c) enabling the Lessor to exercise rights in connection with the security interest.

31.3 No requirement for PPSA notices

The Lessor need not give any notice under the PPSA (including notice of a verification statement) unless the notice is required by the PPSA to be given and cannot be excluded.

31.4 Priority of the Lessor's interest

Nothing in the Lease shall be taken or construed as an agreement or consent by the Lessor to:

- (a) subordinate the Lessor's interest in the Lessor's Personal Property (or any part thereof) to any other encumbrance or interest affecting the Lessor's Personal Property at any time; or
- (b) delay the time when a security interest created or provided for under the Lease attaches to the relevant collateral.

31.5 Enforcement

To the extent that Chapter 4 of the PPS Act would otherwise apply to an enforcement by the Lessor of any security interest in the Lessor's Personal Property, the Lessee and the Lessor agree that the following provisions of the PPSA do not apply, to the extent the PPSA allows them to be excluded:

- (a) (enforcement methods) sections 118 (Enforcing security interests in accordance with land law decisions), 125 (Obligation to dispose of or retain collateral), 129(2) and (3) (Disposal by purchase), 134(2) (Proposal of secured party to retain collateral), 136(3) and 136(4) (Retaining collateral free of interests), 137 (Persons entitled to notice may object to proposal) and 138B(4) (Seizure and disposal or retention of crops);
- (b) (notices) sections 95 (Secured party must give notice of removal of accession), 121(4) (Enforcement of security interests in liquid assets – notice to higher priority parties and grantor), 127 (Seizure by higher priority parties – notice), 130 (Notice and disposal of collateral), 132 (Secured party to give statement of account), and 135 (Notice of retention of collateral) and 136(5) (Retaining collateral free of interests); and
- (c) (rights to remedy) sections 142 (Entitled persons may redeem collateral) and 143 (Entitled persons may reinstate security agreement).

31.6 Negative undertakings

The Lessee must not:

- (a) create any security interest or lien over any of the Lessor's Personal Property whatsoever (other than security interests granted in favour of the Lessor under the Lease);
- (b) sell, lease or dispose of its interest in or control (as such term is defined in the PPSA) or use of any of the Lessor's Personal Property;
- (c) give possession of the Lessor's Personal Property to another person other than the Lessor or where the Lessor expressly authorises it to do so;
- (d) permit any of the Lessor's Personal Property to become an accession to or commingled with any asset;
- (e) change its name without first notifying the Lessor of the new name not less than 21 days before the change takes effect;
- (f) relocate its principal place of business outside Australia or change its place of registration or incorporation;
- (g) move any of the Lessor's Personal Property outside Australia; or
- (h) allow any other person to acquire control of any personal property forming part of the Lessor's Personal Property at any time.

31.7 The Lessor's interest remains unaffected

The Lessor's interest in the Lessor's Personal Property is not affected by anything which, but for this provision, might have that effect including any failure to perfect or to continuously perfect the security interest in relation to any personal property forming part of the Lessor's Personal Property at any time.

31.8 Notices to the Lessor

Without limiting clause 31, the Lessee must notify the Lessor as soon as the Lessee becomes aware of any of the following:

- (a) if any personal property which does not form part of the Lessor's Personal Property becomes an accession to the Lessor's Personal Property and is subject to a security interest in favour of a third party that has attached at the time it becomes an accession;
- (b) if any of the Lessor's Personal Property is transported, located or situated outside Australia; and
- (c) upon request by the Lessor, of the present location or situation of any of the Lessor's Personal Property.

SCHEDULE 1

Item 1 Authorised Use

Burnout Track and Associated Activities

Item 2 Commencement Date

1 April 2023

Item 3 End Date

31 March 2044

Item 4 Land and Leased Premises

(a) Land

Lot 71 Robbins Road Boddington

(b) Leased Premises

The Land, together with all Buildings and improvements on the Land, as depicted on the plan in "Annexure A" to this Lease

Item 5 Interest Rate

5%

Item 6 Rent

Rental for Years 1 - 5 of operation will be \$1 per annum, payable on demand, excluding GST.

Item 7 Rent Review Dates

The rent review period will be every 5 years as follows:

1 July 2028; 1 July 2033; 1 July 2038; 1 July 2043

Item 8 Term

The term shall be 21 years commencing on 1 April 2023 and ending on 31 March 2044.

Item 9 Further Terms

Not applicable

Item 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 twenty million dollars (\$20,000,000) for any one incident or such greater amount as may be specified from time to time by the Lessor;

- (b) the full insurable value on a replacement or reinstatement basis of the Lessee's Building and Fixtures against fire, explosion, earthquake, aircraft, riot, civil commotion, flood, lightning, storm, tempest, smoke, rainwater, water leakage, impact by vehicles, machinery breakdown or malfunction, and malicious acts or omissions;
- (c) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;
- (d) the full insurable value on a replacement or reinstatement basis of all plate glass windows and doors forming part of the Leased Premises; and
- (e) any other matter or thing which the Lessor reasonably requires by notice to the Lessee, on the terms specified in clause 13 of the Lease.

Item 11 Lessor's Fixtures

Not Applicable

Item 12 Lessor's Chattels

Not Applicable

Item 13 Lessee's Buildings and Fixtures

As constructed throughout the lease period.

Item 13 Outgoings

All electricity, water and gas costs.

All insurance costs.

SCHEDULE 2**Special Clauses****1. Interpretation**

- (a) These are the special clauses referred to in clause 26 of the Lease.
- (b) All words and expressions used but not defined in these special clauses but which are defined in clause 1 of the Lease, shall have the same meanings respectively assigned to them in clause 1 of the Lease.

2. Approvals

- (a) The Lessee must comply with all conditions in relation to Development Approvals for the use of the land.
- (b) Should the Lessee wish to undertake any Lessee's Works, the Lessee must obtain all necessary Approvals to undertake the Lessee's Works from all Relevant Authorities, including the prior consent of the Lessor.

3. Lessee's Works**3.1 Lessee's Development Covenants**

The Lessee must:

- (a) carry out and execute the Lessee's Works in accordance with the Works Conditions; and
- (b) not make any alterations to the Plans or Specifications or include, construct or erect any works on the Leased Premises which have not been previously approved in writing by the Lessor without:
 - (i) the prior written consent of the Lessor which consent may be granted or refused or granted subject to conditions at the absolute discretion of the Lessor EXCEPT THAT the Lessor shall not arbitrarily or unreasonably withhold its approval in the case of any mandatory alterations required by a Relevant Authority; and
 - (ii) if applicable, the prior approval of any Relevant Authority.

3.2 Access to the Leased Premises

- (a) The Lessee is entitled to take possession of the Leased Premises and to enter upon the Leased Premises and commence the Lessee's Works from and including the Commencement Date PROVIDED:
 - (i) the Lease has been executed by the Lessee and the Lessor and all other consenting parties; and
 - (ii) the Conditions Precedents have been satisfied.
- (b) For the avoidance of doubt, the Lessee is obliged to pay full Rent, outgoings and all other money payable under the Lease from the Commencement Date regardless of whether the Lessee has commenced or completed the Lessee's Works or whether the Lessee can operate the Authorised Use from the Leased Premises.

- (c) Notwithstanding clause 3.2(a) of this Schedule, should the Lessee commence the Lessee's Works prior to the satisfaction of any Conditions Precedent, whether with or without the Lessor's prior consent, the Lessee does so at its own risk and shall have no claim against the Lessor in the event that any of the Conditions Precedent are thereafter not satisfied.

3.3 Facilities for Lessee's Contractors

The Lessee and the Lessee's contractors must provide and, as necessary, negotiate with the Lessor for all temporary services (including, without limitation, electricity, water and telephone services), toilet facilities, hoisting facilities, lunch rooms and other amenities, and the carting away of rubbish which the Lessee or its contractors may require, and must pay to the Lessor on demand any expenses which the Lessor may thereby incur.

3.4 Lessee Responsible for Damage

The Lessee shall, at the option of the Lessor, either repair and make good any damage which may be caused to the Leased Premises or any part thereof as a result of the construction, erection or installation of the Lessee's Works, to the satisfaction of the Lessor or alternatively, shall reimburse on demand the Lessor for all the costs incurred by the Lessor in having such damage made good by the Lessor's own contractors.

3.5 Lessee's Insurance

- (a) Prior to the commencement of the Lessee's Works (or any associated or incidental works on the Leased Premises), the Lessee must have:
- (i) procured the insurance policies referred to in item 10 of Schedule 1; and
 - (ii) otherwise complied with the terms of clause 13 of the Lease in respect of those insurance policies.
- (b) For the avoidance of doubt and notwithstanding or limiting clause 13 or item 10 of Schedule 1 of the Lease, the Lessee must, prior to the commencement of any Lessee's Works or associated or incidental works on the Leased Premises:
- (i) insure against and ensure that all of its contractors engaged in carrying out the Lessee's Works, throughout the Lessee's Works Period insure against any liability, loss, claim or proceeding whatsoever arising by virtue of any Laws relating to workers' compensation or employer's liability, by any person employed in or about the execution of the Lessee's Works and shall also insure for the Lessee's and its contractors' common law liability to all such persons for such amount as shall be nominated by the Lessor; and
 - (ii) ensure that the insurance policy referred to in item 10(b) of Schedule 1 insures the Lessee's Works for their full reinstatement and replacement value and apply all insurance moneys received in reinstating, rebuilding and repairing any damage incurred or suffered to the Lessee's Works.

3.6 Assumption of Risk by Lessee

The Parties expressly acknowledge and agree that:

- (a) the construction of all of Lessee's Works (whether undertaken by the Lessee or the Lessor or any contractor on behalf of or at the direction of either the Lessee or the Lessor) shall be at the risk of the Lessee in all respects;
- (b) the Lessee bears the risk of:
 - (i) the Lessee's Works;
 - (ii) all Works Equipment; and
 - (iii) all unfixed goods and materials used or to be used in carrying out the Lessee's Works, including anything provided by the Lessor to the Lessee or brought onto the Leased Premises by any contractor; and
- (c) the Lessee releases and discharges the Lessor from all claims for loss of or damage to the Leased Premises, and any plant, equipment, Building, fixtures, fittings, merchandise, good or property of the Lessee contained in or about the Leased Premises for the purpose of the Lessee's Works and from any loss of profits resulting from such loss or damage.

3.7 Property in Works

Despite any rule of law or equity to the contrary, title to and ownership of the Lessee's Works shall be the property of the Lessee regardless of their attachment or affixation to the Leased Premises, and shall be a Lessee's Building and Fixtures unless re-classified as a Lessor's Fixture in accordance with this Lease.

3.8 Default

- (a) For the avoidance of doubt, a failure by the Lessee to perform or comply with any of its obligations under this clause 3 is an Event of Default and a breach of an essential term of the Lease ("Development Default").
- (b) Without prejudice to any other rights or remedies available to the Lessor, if the Lessor terminates this Lease pursuant to clause 19 on the occurrence of a Development Default:
 - (i) the Lessee shall, unless otherwise directed by the Lessor, within sixty (60) days from the date upon which the Lessor terminates the Lease remove from the Leased Premises the Lessee's Works in compliance with the Works Conditions and make good the Leased Premises to the satisfaction of the Lessor;
 - (ii) the termination of the Lease shall be without prejudice to the obligations of the Lessee to pay the Lessor any moneys which shall be due and owing as at the date on which the Lessor terminates the Lease; and
 - (iii) the Lessee shall pay to the Lessor on demand all costs and expenses incurred by the Lessor as a consequence of the Lessee's Development Default and in the exercise of the rights of the Lessor under this clause 3.8.
- (c) Should the Lessee not comply with its obligation under clause 3.8(b)(i) above the Lessor shall be at liberty to exercise any of the rights conferred

on the Lessor pursuant to clause 21.5 of the Lease.

- (d) Until the Leased Premises are restored in accordance with the Lease (whether by the Lessee or the Lessor) or until the Lessor elects to take the absolute property in the Lessee's property (which includes the Lessee's Building and Fixtures) left after termination, the Lessee shall continue to pay the Rent, outgoings and all other payments pursuant to this Lease as if the Lessee were holding over in the Leased Premises.

3.9 Indemnity

Without limiting the generality of clause 14 of the Lease, the Lessee indemnifies the Lessor and the Lessor's employees against all claims, demands, loss, damage, costs and expenses of every description which the Lessor may suffer or incur in connection with or arising directly or indirectly from the Lessee's entry upon and occupation of the Leased Premises for the purpose of the Lessee's Works or the construction, installation or carrying out the Lessee's Works (whether undertaken by the Lessee or the Lessor or any contractor on behalf of or at the direction of either the Lessee or the Lessor).

3.10 Definitions

For the purpose of this clause 3:

- (a) "Lessee's Works Period" means the period from which the Lessee's Works commence until to the date that all Lessee's Works have been completed; and
- (b) "Works Equipment" means those things used, or work undertaken by the Lessee or its contractors to construct the Lessee's Works but which will not form part of the Lessee's Works.

4. **Hire of Leased Premises to third parties**

4.1 The Lessee may hire out the Leased Premises or any part thereof on a casual basis only, provided:

- (a) such use is consistent at all times with the Authorised Use;
- (b) the Lessee ensures any hirer complies strictly with the relevant terms of this Lease and any other management or operational plan relevant to the facility;
- (c) the Lessee registers the Leased Premises as a "Public Building" with the Relevant Authority within thirty (30) Business Days of executing this Lease;
- (d) the Lessee observes, performs and complies with the Lessor's Public Event Guidelines as amended from time to time;
- (e) the Lessee obtains event approvals from the Lessor for each and every event; and
- (f) the Lessee compiles regular risk management plans in accordance with the Lessor's Public Event Guidelines.

4.2 For the purposes of this Lease, "casual hire" means any hire of the Leased Premises by the Lessee to a third party for a period of and not more than 48 hours in any calendar month and does not include any formal transfer,

assignment or sublease of the Leased Premises.

- 4.3 The Lessee acknowledges and agrees that at all times, including when the Leased Premises are hired to a third party, it remains responsible for the Leased Premises, including without limitation any damages that may be caused or occurs during any hire period.

5. Work Health and Safety

The Lessee is responsible to comply with all Work Health and Safety requirements, as set out within the Work Health and Safety Act 2020, and associated Regulations.

6. Fencing

The Lessee is required to ensure that the site, including access roads to the site, is adequately fenced, gated and signed at appropriate distances, and maintained during the duration of the lease, to the satisfaction of the Chief Executive Officer, within a period of 12 months from commencement of the lease.

SIGNING PAGE

Executed by the parties as a deed

The COMMON SEAL of the **SHIRE OF
BODDINGTON** was
affixed by the authority of a resolution
of the Council in the presence of:]
]
]
]

Shire President

Print Full Name

Chief Executive Officer

Print Full Name

Signed on behalf of the **BODDINGTON
BURNOUT CLUB:**

Signature of President/Chairperson

President/Chairperson (Print Full Name)

Signature of Office Bearer

Office Bearer (Print Full Name)

Dated this

day of

2023

ANNEXURE A – PLAN



9.2.4 Proposed Microsurfacing Works – Bannister Marradong Road

File Reference:	3.000639
Applicant:	Not applicable
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	9.2.4A Microsurfacing Project Information

Summary

Council is requested to approve a commitment of funding in the 2023/24 Budget, to the microsurfacing of Bannister-Marradong Road, within the Boddington townsite.

Background

Main Roads WA (MRWA) have recently engaged with the Shire, to discuss resurfacing works being planned for the main street of Boddington in the 2023/24 financial year. Works are proposed to resurface the areas identified in Attachment 9.2.4A, in the date range of approximately November 2023 – February 2024.

Given the practicality of undertaking a full width resurface, from kerb to kerb (including carparking bays), Main Roads WA have offered to increase the scope of their tender, to include areas of Shire responsibility. Attachment 9.2.4A details the scope of the works and estimated cost to the Shire of Boddington. The resurfacing estimate for the Shire is \$24,480, excluding additional linemarking.

MRWA are responsible for the resurfacing of the through lanes and median strip, however, are no longer utilising red asphalt, and also have advised that they do not get involved in the resurfacing works for car parking areas alongside the through lane.

The works planned by MRWA as a part of this project, are to microsurface the through lanes and median. Linemarking will be reinstalled in the areas affected by the works, excluding car parks and other areas of Shire responsibility.

Main Roads WA are seeking confirmation of the following items prior to the end of March 2023 to enable finalisation of tender documents:

- Does the Shire seek the car parking areas along Bannister Marradong Road, to be included in the scope of works for resurfacing, noting a cost of approximately \$25,000
- Does the Shire approve the covering of the red asphalt median with microsurfacing as part of the MRWA project scope
- Does the Shire approve MRWA to resurface the information bay area, that is currently red asphalt
- Is the Shire supportive of the works to be carried out at night

Comment

Microsurfacing involves spraying a thin layer of bitumen emulsion with special additives and finely crushed stone on the existing pavement to replace some of the original qualities of the asphalt that are lost over time and form a protective seal on the road surface. This product extends the life of an existing road pavement by 8-10 years, and is significantly cheaper than traditional road resurfacing methods. MRWA are utilising this resurfacing method extensively throughout WA.

Given MRWA are no longer using red asphalt, the key considerations for this decision include:

- The central median strip (currently red asphalt) will be covered
- The parking bays alongside the through lanes (currently red asphalt) will be covered
- The information bay pull over area (currently red asphalt) will be covered
- \$25,000 will be required to fund the works in the 2023/24 budget to cover the Shire of Boddington's component of the cost
- An additional \$5,000 will be required to fund line marking works that are not the responsibility of MRWA

The other options available to Council include:

- Decline the offer from Main Roads WA, and leave the median strip, information bay and / or the parking bays as red asphalt. This will result in variations in the surface level, albeit efforts from contractors to blend in the height variations
- Decline the offer from Main Roads WA, and budget for red asphalt works to be undertaken in the 2023/24 for the areas that are currently this surface type. The cost of these works is estimated at \$200,000 - 250,000

Discussions have been held with the consultant undertaking the Town Centre Revitalisation Masterplan, and the view of that team is that the microsurfacing works are a good outcome from an aesthetic perspective. In terms of value for money, microsurfacing represents a better value proposition over the life of the asset.

Works are ordinarily undertaken at night to minimise issues with parking and the effects on local business. Works are expected to be complete over 3-4 nights, which will minimise disruption to businesses, and allow for a more efficient project. A noise management plan is also required to be submitted to MRWA by their contractor.

Consultation

Emerge Associates were asked to provide comment in relation to their involvement with the Town Centre Revitalisation Project.

Strategic Implications

Aspiration	Prosperity
Outcome 10	A thriving economy with good access to education and jobs for everyone
Objective 10.2	Revitalise and activate the central business district

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

Main Roads WA have estimate the cost of the Shire of Boddington component of the works to be \$24,480. This is an estimate only, and will be confirmed following a tender process. In addition to the microsurfacing, costs of line marking will need to be provided for. This is estimated to be \$5,000.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	The key risks in relation to this item include; disruption to business during the works; uncertainty around exact cost of the Shire portion of works; community dissatisfaction with regard to not retaining the red asphalt surface.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational, financial
Risk Action Plan (controls or treatment proposed)	No further actions proposed

Options

1. Approve microsurfacing works for all surfaces
2. Determine some elements to be retained as red asphalt and others to be resurfaced using microsurfacing works
3. Determine that all current red asphalt areas are to be retained with no additional works to be carried out in the short to medium term
4. Determine that all current red asphalt areas are to be retained and budget for resurfacing works

Voting Requirements

Simple Majority

Officer Recommendation

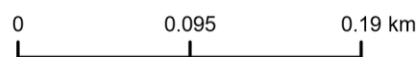
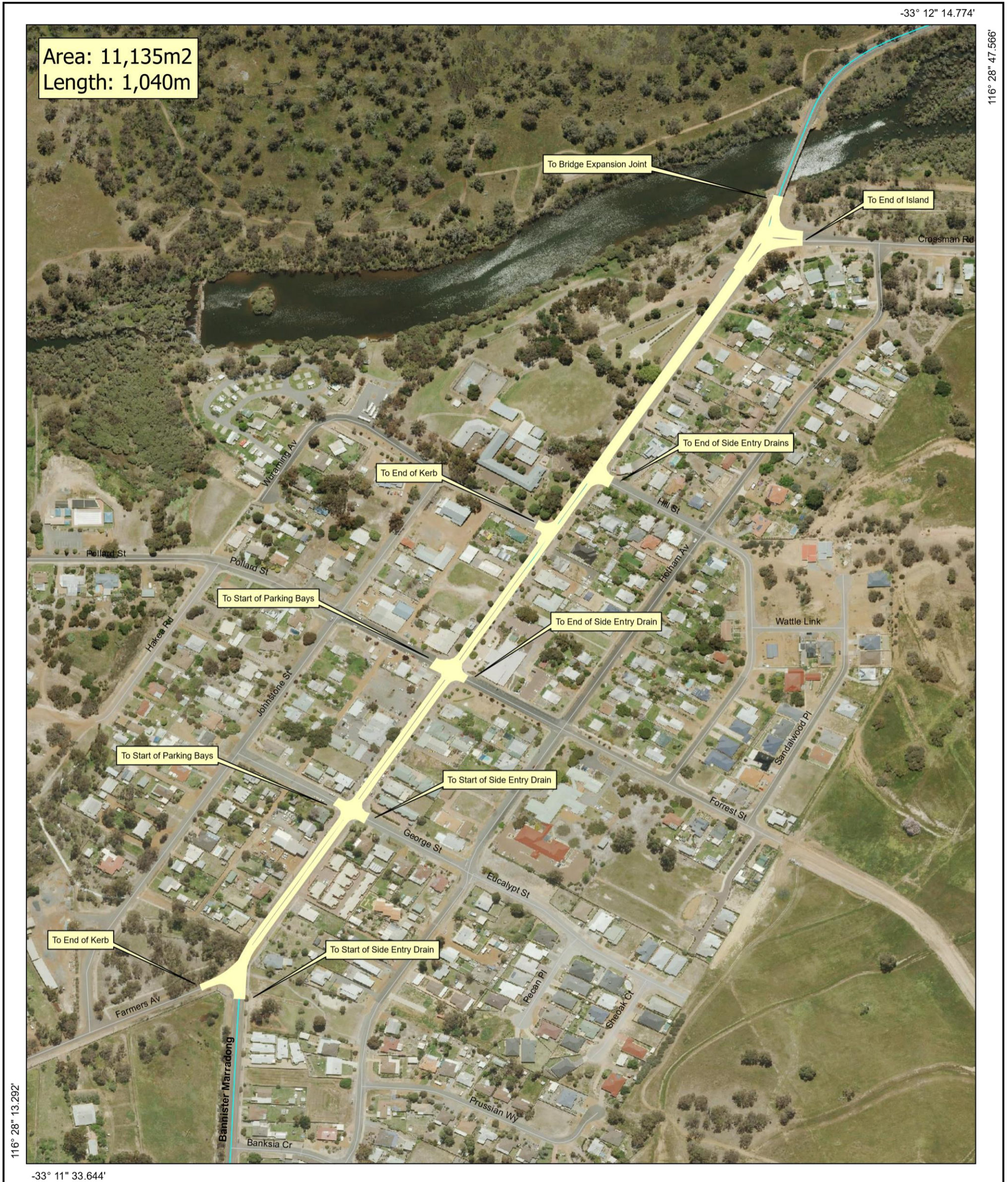
That Council:

1. Approves an amount of \$30,000 being allocated in the 2023/24 Budget for microsurfacing and linemarking works along Bannister Marradong Road, and notes that this amount is likely to be subject to a variation of +/- 10%
2. Advises Main Roads WA that the Shire of Boddingtons preferred option is for microsurfacing works to be carried out along the entire road surface, including the through lanes, median strip, parking bays and information bay.
3. Advises Main Roads WA that the preference is for the works to be undertaken at night.

M003 Bannister - Marradong Road Boddington Townsite 14.03 - 15.07 SLK

Area 11,135m²
Length 1,040m
Shire of Boddington

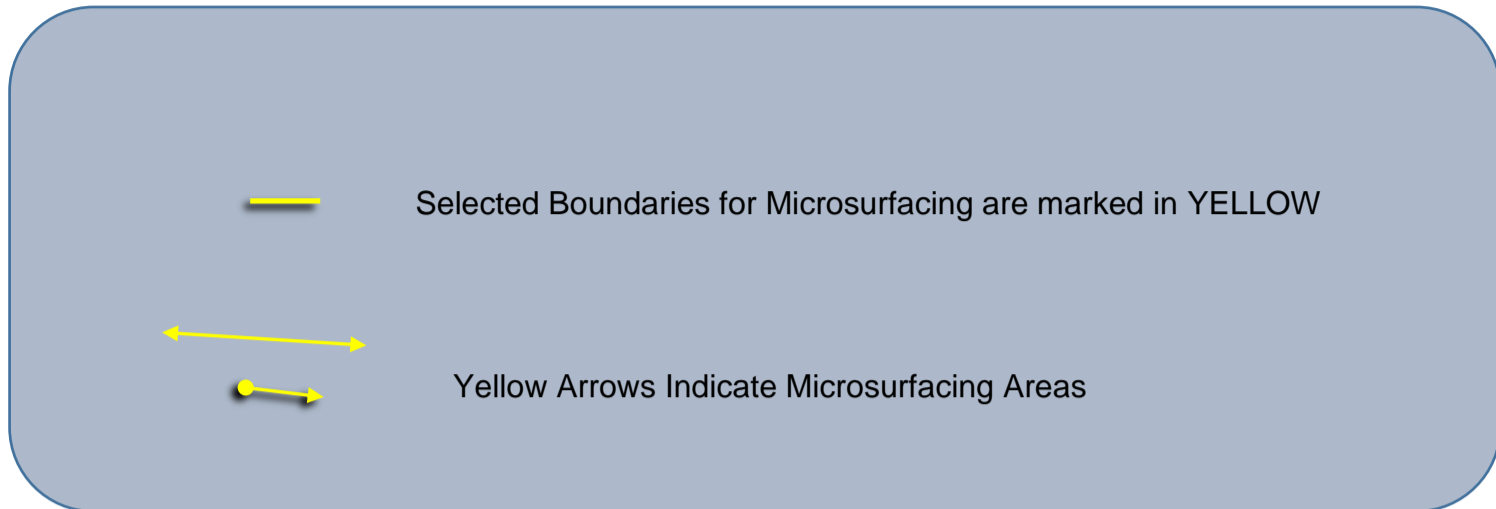
Estimated Shire Area: 2040m²
Estimate Shire Cost: \$24,480
Median Area: 525m x 1.5m = 787m²



DESCRIPTION:
1031
Microsurfacing
LTD 2015
Cycle 8 Years

KEY MAP

M003 Microsurfacing 14.03 – 15.07 SLK – Points of Interest



14.03 SLK – Start of Microsurfacing Site – Hotham River Bridge



14.07 SLK – Crossman Road Intersection



14.12 SLK – Microsurfacing Full width



14.32 SLK – Full Width – Transitions down to Exclude Car parks.



14.40 SLK – Hill Street Intersection & 14.48 SLK – Wuraming Avenue Intersection



14.48 Wuraming Avenue Intersection to 14.60



14.66 SLK – Pollard Street and Forrest Street Intersections



14.84 George St Intersection



15.00 SLK - End of Parking Bays that have been excluded.



15.07 SLK – End of Microsurfacing Site – Includes Farmers Avenue Intersection



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 28 February 2023

Summary

The list of payments for February 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

Nil

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 (2)
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

That Council receive the list of payments for the period ending 28 February 2023 as presented.

SHIRE OF BODDINGTON - LIST OF PAYMENTS - FEBRUARY 2023

Chq/EFT	Date	Name	Description	Amount
EFT24741	09/02/2023	NATALIE JANE GRIFFITHS	REFUND OF KEY BONDS	340.00
EFT24766	21/02/2023	PLANTATION LOGGING	REFUND OF STANDPIPE CARD BOND	120.00
EFT24833	28/02/2023	SHIRE OF BODDINGTON	BRB LEVY/BCITF COMMISSION JANUARY 2023	10.00
EFT24834	28/02/2023	DEPARTMENT OF MINES,INDUSTRY REGULATION AND SAFETY	BUILDING SERVICES LEVY PAYMENT - JANUARY 2023	113.30
TOTAL TRUST				583.30
EFT24717	03/02/2023	OFFICEWORKS BUSINESS DIRECT	STATIONERY ITEMS	743.96
EFT24718	03/02/2023	CROSSMAN HOT WATER & PLUMBING	PLUMBING WORK AT THE DUMP POINT	165.00
EFT24719	03/02/2023	ADVANTAGE ENVIRONMENTAL PEST CONTROL	PEST CONTROL AT THE REC CENTRE	230.12
EFT24720	03/02/2023	BODDINGTON CARPET CARE	CLEANING SERVICES AT THE ELC	1,450.00
EFT24721	03/02/2023	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	211.54
EFT24722	03/02/2023	ROBERT ALBERT MUNRO JONES	REIMBURSEMENT FOR FUEL LT:376	86.80
EFT24723	03/02/2023	NESSCO PRESSURE SYSTEMS	SERVICE ON AIRMAC PISTON COMPRESSOR	682.66
EFT24724	03/02/2023	BANNISTER EXCAVATIONS PTY LTD	VERGE CLEARING LOWER HOTHAM ROAD	34,320.00
EFT24725	03/02/2023	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE YOUTH CENTRE	511.00
EFT24726	03/02/2023	RUSTY CAMP OVEN	CATERING FOR AUSTRALIA DAY	2,980.00
EFT24727	03/02/2023	EMERGE ASSOCIATES	BODDINGTON TOWN CENTRE REVITALISATION PROJECT	20,432.50
EFT24728	03/02/2023	XAP TECHNOLOGIES PTY LTD	XAP ANNUAL SUBSCRIPTION SCALE PACKAGE	2,739.00
EFT24729	03/02/2023	MONSTERBALL AMUSEMENTS AND HIRE	INFLATABLES FOR YOUTH CENTRE ACTIVITIES	2,590.01
EFT24730	03/02/2023	KRISTIN STANLEY	CATERING FOR CHRISTMAS FUNCTION	441.27
EFT24731	03/02/2023	TOTAL TOOLS MANDURAH	KARCHER PRESSURE WASHER	1,199.00
EFT24732	03/02/2023	REGIONAL FIRE & SAFETY	FIRE EQUIPMENT SERVICE	712.80
EFT24733	03/02/2023	STEVEN TWEEDIE	GOVERNANCE SERVICES	231.00
EFT24734	03/02/2023	RINGCENTRAL INC	MONTHLY TELEPHONE SUBSCRIPTION FEE	831.07
EFT24735	03/02/2023	CHARMAINE ROSE WILLIAMS	ACKNOWLEDGEMENT TO COUNTRY VOLUNTEER DAY	1,000.00
EFT24736	03/02/2023	INTERFIRE AGENCIES PTY LTD	PROTECTIVE WEAR	209.00
EFT24737	03/02/2023	AVON WASTE	RUBBISH SERVICES FOR DECEMBER 2022	12,366.19
EFT24738	03/02/2023	BODDINGTON SPORTS & COMMUNITY CLUB INC	STAFF CHRISTMAS FUNCTION	855.80
EFT24739	07/02/2023	BODDINGTON COMMUNITY NEWSLETTER	COMMUNITY GRANT PROGRAM	675.00
EFT24740	07/02/2023	BODDINGTON SES	REIMBURSEMENT FOR THE SES	3,145.68
EFT24742	10/02/2023	CROSSMAN HOT WATER & PLUMBING	PLUMBING WORK AT THE SHIRE OFFICE	6,578.00
EFT24743	10/02/2023	BODDINGTON CARPET CARE	CLEANING OF MATS AT THE ELC	260.00
EFT24744	10/02/2023	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	81.48
EFT24745	10/02/2023	NEWMONT BODDINGTON GOLD	RENT FOR 3 PRUSSIAN WAY	1,300.00
EFT24746	10/02/2023	LOREN BOBBIE BRYANT	REIMBURSEMENT FOR AUSTRALIA DAY ITEMS	14.00
EFT24747	10/02/2023	BODDINGTON PHARMACY	EPIPEN FOR THE ELC	187.85
EFT24748	10/02/2023	DORMAKABA AUSTRALIA PTY LTD	MAINTENANCE ON AUTOMATIC DOORS SHIRE OFFICE	115.50
EFT24749	10/02/2023	DMC CLEANING CORPORATION PTY LTD	CLEANING SERVICES FOR DECEMBER 2022	16,368.69
EFT24750	10/02/2023	BODDINGTON MINI SKIPS	TOWN BIN COLLECTION AND CLEANING FOR JANUARY	2,380.00
EFT24751	10/02/2023	COLLINS CANOPY SERVICES	CLEANING OF KITCHEN CANOPY AT THE REC CENTRE	575.00
EFT24752	10/02/2023	EARL EDWIN SCHREIBER	COUNCILLOR ALLOWANCES	1,579.00
EFT24753	10/02/2023	DESNIE EUGENE SMALBERGER	COUNCILLOR ALLOWANCES	2,291.45
EFT24754	10/02/2023	REGIONAL FIRE & SAFETY	FIRE EQUIPMENT SERVICE	58.30
EFT24755	10/02/2023	J & M REID EARTHMOVING PTY LTD	WATER CART USAGE ON LOWER HOTHAM ROAD	5,313.00
EFT24756	10/02/2023	SAPIO PTY LTD	CHANGES TO SHIRE CCTV SYSTEM AND LOCATIONS	11,225.98
EFT24757	10/02/2023	BODDINGTON SUPERMARKET PTY LTD	YOUTH CENTRE PURCHASES FOR JANUARY 2023	933.60
EFT24758	10/02/2023	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	382.66
EFT24759	10/02/2023	CITRUS WHEEL MARKETING	EVENT UPDATES FOR MARRADONG TRAILS	440.00
EFT24760	10/02/2023	AVON WASTE	RUBBISH SERVICES FOR JANUARY 2023	7,206.85
EFT24761	17/02/2023	BITCHIN' KITCHEN	CATERING FOR THANK A VOLUNTEER DAY	1,500.00
EFT24762	17/02/2023	REGIONAL FIRE & SAFETY	FIRE EQUIPMENT SERVICING	1,288.10
EFT24763	17/02/2023	THE DOUBLE SHOT CAFE	CATERING SERVICES	132.00
EFT24764	17/02/2023	DYLAN VAN ZUYDAM	CATERING FOR AUSTRALIA DAY 2023	696.00
EFT24765	17/02/2023	AUSTRALIA DAY COUNCIL OF WA INC	AUSTRALIA DAY CERTIFICATES POSTAGE FEE	12.95
EFT24767	24/02/2023	AUSTRALIA POST ACCOUNTS RECEIVABLE	POSTAGE FOR JANUARY 2023	350.73
EFT24768	24/02/2023	CROSSMAN HOT WATER & PLUMBING	PLUMBING WORK AT 20 PRUSSIAN WAY	484.00
EFT24769	24/02/2023	LANDGATE	GROSS RENTAL VALUATION	71.80
EFT24770	24/02/2023	ADVANTAGE ENVIRONMENTAL PEST CONTROL	TERMITE INSPECTION ON VARIOUS BRIDGES	3,183.31
EFT24771	24/02/2023	BODDINGTON TYRE SERVICE	2 X NEW CENTURY BATTERIES	983.00
EFT24772	24/02/2023	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	1,408.35
EFT24773	24/02/2023	BODDINGTON HARDWARE AND NEWSAGENCY	HARDWARE ITEMS FOR JANUARY 2023	6,566.83
EFT24774	24/02/2023	EDGE PLANNING & PROPERTY	PLANNING SERVICES JANUARY 2023	2,404.87
EFT24775	24/02/2023	PORTER CONSULTING ENGINEERS	TOWN HALL & JOHNSTONE ST CARPARK DESIGN AND DOCUMENTATION	2,750.00
EFT24776	24/02/2023	SEEK LIMITED	ADVERTISING EXECUTIVE MANAGER DEVELOPMENT	671.00
EFT24777	24/02/2023	FULTON HOGAN INDUSTRIES PTY LTD	RESEAL AND TRAFFIC CONTROL LOWER HOTHAM ROAD	370,478.68
EFT24778	24/02/2023	J M SALES	2 STOKE OIL AND BAR & CUTTER LUBE	279.00
EFT24779	24/02/2023	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	164.22
EFT24780	24/02/2023	OZTECH SECURITY	NEW USER CODES ADDED TO MEDICAL CENTRE ALARM	365.00
EFT24781	24/02/2023	DANTHONIA DESIGNS	SITE VISIT FOR LOCATION OF LED SIGN BOARD	501.60
EFT24782	24/02/2023	CONTRACT AQUATIC SERVICES	SWIMMING POOL MANAGEMENT CONTRACT FEBRUARY	19,884.00
EFT24783	24/02/2023	BRIGHTHOUSE	CARAVAN PARK CONSULTANCY	10,615.00
EFT24784	24/02/2023	MODERN TEACHING AIDS PTY LTD	REST EASY STACKING BEDS FOR THE ELC	1,311.37
EFT24785	24/02/2023	NEWMONT BODDINGTON GOLD	RENT FOR 25 FARMERS AVE	1,300.00
EFT24786	24/02/2023	LOREN BOBBIE BRYANT	REIMBURSEMENT FOR THANK A VOLUNTEER DAY	52.00
EFT24787	24/02/2023	WALLIS COMPUTER SOLUTIONS	SERVER MIGRATION, LICENSES AND ONSITE COSTS	31,509.00
EFT24788	24/02/2023	AMD CHARTERED ACCOUNTANTS	ACQUITTAL AUDIT 2022	495.00
EFT24789	24/02/2023	BANNISTER EXCAVATIONS PTY LTD	EXCAVATOR WORK AT VARIOUS SHIRE LOCATIONS	9,036.75

SHIRE OF BODDINGTON - LIST OF PAYMENTS - FEBRUARY 2023

Chq/EFT	Date	Name	Description	Amount
EFT24790	24/02/2023	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE MEN'S SHED	498.00
EFT24791	24/02/2023	ZIRCODATA PTY LTD	STORAGE AND RETRIEVAL FEES	366.69
EFT24792	24/02/2023	EMERGE ASSOCIATES	BODDINGTON TOWN CENTRE REVITALISATION PLAN	10,186.00
EFT24793	24/02/2023	THE GOLDEN NUGGET (WA) PTY LTD	CATERING FOR FIRE BRIGADE STAFF	266.20
EFT24794	24/02/2023	LG ASSIST ANZ PTY LTD	12 MONTHS ADVERTISING PACKAGE	1,320.00
EFT24795	24/02/2023	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES FOR JANUARY 2023	360.00
EFT24796	24/02/2023	SURVEYING SOUTH	FEATURE & CONTOUR SURVEY BODDINGTON CARAVAN PARK AND ADJACENT BLOCK	3,410.00
EFT24797	24/02/2023	INTEGRAL STEEL	NETBALL COURT MAINTENANCE	198.00
EFT24798	24/02/2023	COMMON GROUND TRAILS PTY LTD	BODDINGTON MTB TRAILS	7,590.00
EFT24799	24/02/2023	A. D. ENGINEERING INTERNATIONAL PTY LTD	FREIGHT CHARGES	75.00
EFT24800	24/02/2023	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCY SERVICES FOR JANUARY 2023	143.00
EFT24801	24/02/2023	CRIMPED AUTO ELECTRICAL & AIR	REPAIRS TO THE ROAD BROOM	386.00
EFT24802	24/02/2023	CORSIGN WA	SIGNAGE	181.50
EFT24803	24/02/2023	THE PERTH MINT	AUSTRALIAN CITIZENSHIP COINS	110.00
EFT24804	24/02/2023	DARREN LONG CONSULTING	BAS PREPARATION FOR DECEMBER 2022	357.50
EFT24805	24/02/2023	STEVEN TWEEDIE	POLICY REVIEW WORKSHOP	3,300.00
EFT24806	24/02/2023	SHERRIN RENTALS PTY LTD	HIRE OF ROLLER	5,313.00
EFT24807	24/02/2023	PROMPT SAFETY SOLUTIONS	QUARTERLY WHS AND INDUCTIONS	1,210.00
EFT24808	24/02/2023	J & M REID EARTHMOVING PTY LTD	WATERCART HIRE FOR CROSSMAN ROAD	15,191.00
EFT24809	24/02/2023	R MUNNS ENGINEERING CONSULTING	ROAD NETWORK VIDEO	3,850.00
EFT24810	24/02/2023	BODDINGTON POST OFFICE & STORE	STATIONERY ITEMS FOR JANUARY 2023	178.23
EFT24811	24/02/2023	MOBILE MACKA	MAINTENANCE WORK AT U1/36 HOTHAM AVE	5,772.80
EFT24812	24/02/2023	PETE'S TREEWORX	TREE PRUNING AT VARIOUS SHIRE LOCATIONS	10,027.60
EFT24813	24/02/2023	FUTURETECH BUSINESS SYSTEM T/AS SOS	PHOTOCOPIER CHARGES	94.87
EFT24814	24/02/2023	GLEN FLOOD GROUP PTY LTD T/AS GFG	PROJECT MANAGEMENT SERVICES CULTURAL CENTRE	2,324.30
EFT24815	24/02/2023	LINDA HOWLETT	ENTERTAINMENT FOR THANK A VOLUNTEER DAY	75.00
EFT24816	24/02/2023	EVOKE UNIFORMS	ASSORTED POLO SHIRTS	824.01
EFT24817	24/02/2023	THALIA KAMBOURIS	REIMBURSEMENT FOR SHIRE PURCHASES	235.37
EFT24818	24/02/2023	LIGHT APPLICATION PTY LTD	LIGHTING DESIGN BODDINGTON SIGN	3,740.00
EFT24819	24/02/2023	CORE BUSINESS AUSTRALIA PTY LTD	ASSET MANAGEMENT SERVICES	18,480.00
EFT24820	24/02/2023	INTERFIRE AGENCIES PTY LTD	FIRE BRIGADE PROTECTIVE WEAR	910.19
EFT24821	24/02/2023	KIDSAFE WA	PLAYGROUND ASSESSMENT	1,650.00
EFT24822	24/02/2023	NATURE BASED PLAY	YARNING CIRCLE PROJECT	6,600.00
EFT24823	24/02/2023	CALL ASSOCIATES PTY LTD T/AS CONNECT CALL	AFTER HOURS SERVICE SET UP	660.00
EFT24824	24/02/2023	SOUTH WEST ECOMMERCE PTY LTD T/AS	RAM TOUGH TRAY LAPTOP HOLDER	134.90
EFT24825	24/02/2023	AVON WASTE	RUBBISH SERVICES FEBRUARY 2023	7,315.96
EFT24826	24/02/2023	BODDINGTON SERVICE STATION	VEHICLE SERVICE BT340	376.90
EFT24827	24/02/2023	MOORE AUSTRALIA (WA) PTY LTD	BUDGET WORKSHOP	1,155.00
EFT24828	24/02/2023	GREG DAY MOTORS	FUEL USAGE FOR JANUARY 2023	11,331.44
EFT24829	24/02/2023	TOTAL EDEN PTY LTD	RETICULATION PARTS	1,326.96
EFT24830	24/02/2023	WESTRAC EQUIPMENT WA PTY LTD	FILTERS	162.03
EFT24831	24/02/2023	MIRACLE RECREATION EQUIPMENT	BRAKE SPRING FOR THE ZIP LINE AT HOTHAM PARK	1,842.50
EFT24832	24/02/2023	VISIMAX	ANIMAL CONTROL POLE	345.00
DD15347.1	24/02/2023	EASIFLEET MANAGEMENT	LEASE PAYMENT 1HIZ195 CEO	2,384.98
DD15360.1	01/02/2023	WESTNET	INTERNET CHARGES - MEDICAL CENTRE	39.95
DD15360.2	01/02/2023	NATIONAL AUSTRALIA BANK	NAB CONNECT FEE	61.23
DD15360.3	01/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,540.30
DD15360.4	01/02/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	1,584.11
DD15369.1	02/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	677.10
DD15369.2	02/02/2023	SYNERGY	ELECTRICITY CHARGES -VARIOUS SHIRE PROPERTIES	737.18
DD15370.1	03/02/2023	NATIONAL AUSTRALIA BANK	TRANSACT FEE	15.00
DD15370.2	03/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	473.10
DD15370.3	03/02/2023	SYNERGY	ELECTRICITY CHARGES - NEW DEPOT	393.60
DD15371.1	06/02/2023	WESTNET	INTERNET CHARGES - SWIMMING POOL	59.95
DD15371.2	06/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	776.25
DD15371.3	06/02/2023	TELSTRA	MOBILE PHONE CHARGES - SHIRE	620.74
DD15381.1	07/02/2023	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	16,573.23
DD15381.2	07/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	4,014.85
DD15381.3	07/02/2023	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE PROPERTIES	2,814.75
DD15382.1	08/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	889.70
DD15382.2	08/02/2023	SYNERGY	ELECTRICITY CHARGES - BCRC	1,365.98
DD15383.1	09/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	560.50
DD15390.1	10/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,206.80
DD15391.1	13/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,157.40
DD15393.1	14/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	598.05
DD15393.2	14/02/2023	SYNERGY	ELECTRICITY CHARGES - SWIMMING POOL	1,221.77
DD15394.1	15/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	262.10
DD15395.1	16/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,747.60
DD15406.1	17/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,737.10
DD15407.1	20/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,832.95
DD15407.2	20/02/2023	TELSTRA	PHONE CHARGES - SES LANDLINES	194.84
DD15408.1	21/02/2023	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	17,322.57
DD15408.2	21/02/2023	BOC GASES BOC ACCOUNT PROCESSING	GAS CONTAINER FEES	19.60
DD15408.3	21/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,429.10

SHIRE OF BODDINGTON - LIST OF PAYMENTS - FEBRUARY 2023

Chq/EFT	Date	Name	Description	Amount
DD15412.1	23/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,171.65
DD15418.1	22/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,356.35
DD15418.2	22/02/2023	SYNERGY	ELECTRICITY CHARGES - STREET LIGHTS	3,438.93
DD15419.2	27/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,319.30
DD15419.3	27/02/2023	TELSTRA	PHONE CHARGES - SHIRE	882.26
DD15420.1	24/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	9,823.15
DD15430.1	28/02/2023	NATIONAL AUSTRALIA BANK	NAB BPAY & ACCT FEES	603.07
DD15430.2	28/02/2023	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	349.25
DD15430.3	28/02/2023	KLEENHEAT GAS	BULK GAS - BCRC	2,039.48
DD	30/12/2022	NAB BUSINESS VISA		6,939.59
				<u>844,705.68</u>
		JEFF ATKINS		
	30/01/2023	GREG DAY MOTORS	FUEL FOR BT61	97.02
	31/01/2023	BP NANNUP	FUEL FOR BT61	138.01
		SAM KEMPTON		
	30/01/2023	APPLE ONLINE	IPAD FOR THE YOUTH CENTRE	999.00
	30/01/2023	KMART	ITEMS FOR THE YOUTH CENTRE AND OFFICE EQUIPMENT	129.00
	30/01/2023	APPLE ONLINE	COVER FOR IPAD	129.00
	30/01/2023	KMART	REFUND - ITEMS FOR THE YOUTH CENTRE	-17.00
	02/02/2023	124 RUSTY CAMP	YOUTH CENTRE STAFF MEETING REFRESHMENTS	24.00
	02/02/2023	BIGW ONLINE	ITEMS FOR THE YOUTH CENTRE	237.00
	09/02/2023	BODDINGTON HARDWARE	VOUCHER - THANK A VOLUNTEER DAY	50.00
	09/02/2023	BODDINGTON PHARMACY	VOUCHER - THANK A VOLUNTEER DAY	50.00
	09/02/2023	BP BODDINGTON	GIFT VOUCHER FOR RAFFLE	50.00
	09/02/2023	THE DOUBLE SHOT CAFÉ	VOUCHER - THANK A VOLUNTEER DAY	50.00
	10/02/2023	BP BODDINGTON	FUEL FOR GENERATOR	20.20
	13/02/2023	NARROGIN PACKAGING	COFFEE CUPS & PLATES FOR THANKS A VOLUNTEER DAY	126.65
		ROY GRIEVE		
	02/02/2023	CALTEX COLLIE	FUEL FOR BT010	117.80
	06/02/2023	CALTEX COLLIE	FUEL FOR BT010	139.40
	06/02/2023	CALTEX COLLIE	REFUND FOR TAKEAWAY MEAL	-16.00
	08/02/2023	ARB WELSHPOOL	ITEMS FOR THE SES	2,042.15
	08/02/2023	CALTEX COLLIE	FUEL FOR BT010	109.30
	13/02/2023	EG GROUP BUNBURY	FUEL FOR BT010	120.01
	21/02/2023	7-ELEVEN AUSTRALIND	FUEL FOR BT010	118.68
		CARA RYAN		
	30/01/2023	AMPOL COCKBURN	FUEL FOR BT04	108.28
	7/02/2023	AMPOL FORRESTDALE	FUEL FOR BT04	95.05
	16/02/2023	DEPARTMENT OF COMMUNITIES	ELC - SERVICE TEMPORARY WAIVER	116.00
	23/02/2023	AUSTRALIAN WIDE TAXATION	TAXATION & PAYROLL TRAINING LAUREN PORTMAN	445.00
	28/02/2023	FLEET CARD	FUEL - FIRE BRIGADES	99.77
		JULIE BURTON		
	01/02/2023	FACEBOOK	ADVERTISING - SUMMER BY THE RIVER	28.14
	01/02/2023	MALCHIMP	EMAIL MARKETING	18.62
	02/02/2023	EXETEL	INTERNET PLAN	975.00
	07/04/1900	VISTAPRINT	MEETING ROOM SIGNS	98.98
	06/02/2023	DROPBOX	COUNCILLOR INFORMATION	18.69
	15/02/2023	EBAY	TABLE CLOTHS FOR EVENTS	125.88
	27/02/2023	THE BODDLE O	COUNCILLOR REFRESHMENTS	49.00
	28/02/2023	NAB CARD FEE	FEE	45.00
	28/02/2023	NAB INTERNATIONAL TRANSACTION FEES	FEE	1.96
		PAYROLL PAYMENTS		
		NAB	NET PAYROLL F/N ENDING 05/02/2023	82,110.49
		NAB	NET PAYROLL F/N ENDING 19/02/2023	89,701.56
		TOTAL MUNI		<u>1,016,517.73</u>
		TOTAL TRUST & MUNI		<u>1,017,101.03</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 February 2023

Summary

The Monthly Financial Report for February 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

That Council receive the financial statements as presented, for the period ending 28 February 2023.



MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)

For the Period Ended 28 February 2023

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

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**MONTHLY FINANCIAL REPORT
FOR THE PERIOD ENDED 28 FEBRUARY 2023**

BASIS OF PREPARATION

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 10 March 2023

KEY TERMS AND DESCRIPTIONS FOR THE PERIOD ENDED 28 FEBRUARY 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 28 FEBRUARY 2023**

BY NATURE OR TYPE

	Ref Note	Amended Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$	\$	\$	\$	%	
Opening funding surplus / (deficit)	2(c)	1,565,533	1,565,533	1,565,533	0	0%	
Revenue from operating activities							
Rates	5	6,125,764	6,125,428	6,123,863	(1,565)	(0%)	
Operating grants, subsidies and contributions	8	675,145	359,159	324,098	(35,061)	(10%)	
Fees and charges		1,502,206	1,112,205	1,171,853	59,648	5%	
Interest earnings		140,111	76,854	75,841	(1,013)	(1%)	
Other revenue		67,800	35,125	28,396	(6,729)	(19%)	
Profit on disposal of assets	6	14,700	9,800	5,358	(4,442)	(45%)	
		8,525,726	7,718,571	7,729,409	10,838		
Expenditure from operating activities							
Employee costs		(3,344,304)	(2,240,248)	(2,109,497)	130,751	6%	
Materials and contracts		(2,861,659)	(1,835,291)	(1,571,976)	263,315	14%	▲
Utility charges		(360,005)	(240,000)	(219,532)	20,468	9%	
Depreciation on non-current assets		(2,799,320)	(1,866,192)	(1,799,388)	66,804	4%	
Interest expenses		(67,819)	(35,516)	(35,516)	0	0%	
Insurance expenses		(212,345)	(210,868)	(218,803)	(7,935)	(4%)	
Other expenditure		(28,150)	(18,772)	(15,709)	3,063	16%	
Loss on disposal of assets	6	(10,790)	(7,192)	0	7,192	100%	
		(9,684,392)	(6,454,079)	(5,970,421)	483,658		
Non-cash amounts excluded from operating activities	2(a)	2,795,410	1,863,584	1,794,030	(69,554)	(4%)	
Amount attributable to operating activities		1,636,744	3,128,076	3,553,018	424,942		
Investing activities							
Proceeds from non-operating grants, subsidies and contributions	8	2,000,958	626,454	465,647	(160,807)	(26%)	▼
Proceeds from disposal of assets	6	67,000	0	5,358	5,358	0%	
Payments for property, plant and equipment & infrastructure	6	(4,141,488)	(1,359,199)	(1,358,693)	506	0%	
		(2,073,530)	(732,745)	(887,688)	(154,943)		
Financing Activities							
Transfer from reserves	3	477,080	0	0	0	0%	
Repayment of debentures	7	(356,511)	(176,650)	(176,676)	(26)	(0%)	
Transfer to reserves	3	(890,260)	(13,000)	(13,146)	(146)	(1%)	
Amount attributable to financing activities		(769,691)	(189,650)	(189,822)	(172)		
Closing funding surplus / (deficit)	2(c)	359,056	3,771,214	4,041,041			

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 28 FEBRUARY 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
	\$	%		
Revenue from operating activities				
Rates	(1,565)	(0%)		
Operating grants, subsidies and contributions	(35,061)	(10%)		
Fees and charges	59,648	5%		
Service charges	0	0%		
Interest earnings	(1,013)	(1%)		
Other revenue	(6,729)	(19%)		
Profit on disposal of assets	(4,442)	(45%)		
Expenditure from operating activities				
Employee costs	130,751	6%		
Materials and contracts	263,315	14%	▲	Timing Delay in expenditure for projects contained within Council Plan
Utility charges	20,468	9%		
Depreciation on non-current assets	66,804	4%		
Interest expenses	0	0%		
Insurance expenses	(7,935)	(4%)		
Other expenditure	3,063	16%		
Loss on disposal of assets	7,192	100%		
Non-cash amounts excluded from operating activities.	(69,554)	(4%)		
Investing activities				
Proceeds from non-operating grants & contributions	(160,807)	(26%)	▼	Timing Delay of funding due to completion of Capital works. As works are completed acquittals will be generated.
Proceeds from disposal of assets	5,358	0%		
Payments for property, plant and equipment & infrastructure	506	0%		
Financing activities				
Transfer from reserves	0	0%		
Repayment of debentures	(26)	(0%)		
Transfer to reserves	(146)	(1%)		

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2023**

**NOTE 2
STATEMENT OF FINANCIAL ACTIVITY INFORMATION**

(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)
Non-cash items excluded from operating activities				
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	5	(14,700)	(9,800)	(5,358)
Movement in pensioner deferred rates (non-current)		0	0	0
Add: Loss on asset disposals	5	10,790	7,192	0
Add: Depreciation on assets		2,799,320	1,866,192	1,799,388
Total non-cash items excluded from operating activities		2,795,410	1,863,584	1,794,030

(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 28 February 2022	Year to Date 28 February 2023
Adjustments to net current assets				
Less: Reserves - restricted cash	2	(1,629,000)	(1,668,321)	(1,642,147)
Add: Borrowings	6	356,511	172,510	179,835
Add: Provisions - employee		0	0	0
Total adjustments to net current assets		(1,272,489)	(1,495,811)	(1,462,312)

(c) Net current assets used in the Statement of Financial Activity

Current assets

Cash and cash equivalents	2	6,328,549	6,876,395	8,593,301
Rates receivables	3	275,370	534,009	566,883
Receivables	3	160,699	81,474	674,007
Inventories		0	0	0
Other current assets	5	119,792	133,207	119,792

Less: Current liabilities

Payables		(558,532)	(241,195)	(589,574)
Borrowings	7	(356,511)	(172,510)	(179,835)
Contract liabilities		(2,885,730)	(1,898,184)	(3,440,295)
Provisions		(245,615)	(260,498)	(240,927)
Less: Total adjustments to net current assets	2(b)	(1,272,489)	(1,495,811)	(1,462,312)

Closing funding surplus / (deficit)

1,565,533 3,556,888 4,041,040

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.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2023**

**OPERATING ACTIVITIES
NOTE 3
CASH AND FINANCIAL ASSETS**

CASH AND INVESTMENTS

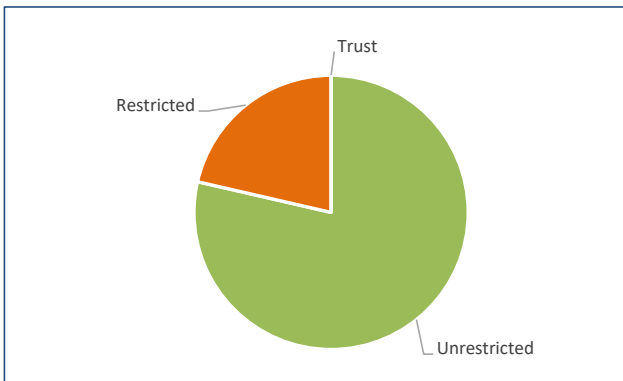
Description	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on hand							
Petty Cash & Floats	400	0	400			0.00%	On Hand
At Call Deposits							
Municipal Funds	1,639,544	0	1,639,544		NAB		At Call
Reserve Funds	0	0	0		NAB		At Call
Bonds & Deposits	0	93,465	93,465		NAB		At Call
Term Deposits & Overnight Cash Deposits							
OCDF Boddington Supertowns	0	103,718	103,718		Treasury	3.05%	Overnight
Reserve Funds	0	1,642,147	1,642,147		NAB	3.10%	12/04/23
Municipal Funds	5,114,027	0	5,114,027		NAB	3.10%	12/04/23
Total	6,753,971	1,839,330	8,593,301	0			

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
\$8.59 M	\$6.75 M

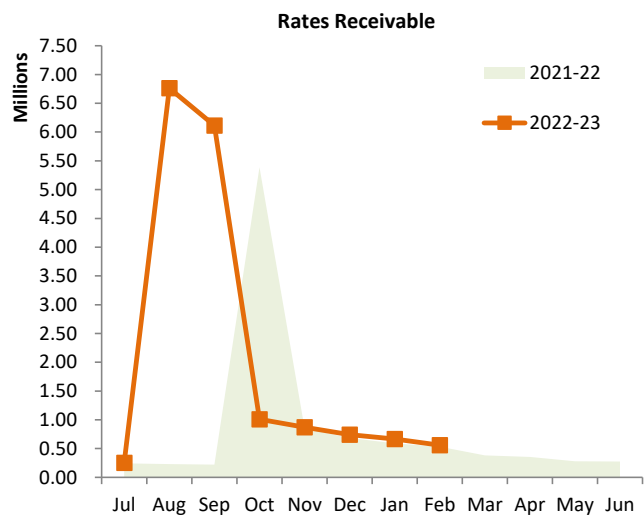
CASH BACKED RESERVES

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	1,787	0	0	278,814	223,181
Building Reserve	97,221	3,258	0	200,000	784	0	0	300,479	98,005
Community Facility Fund	40,649	1,361	0	40,000	328	0	0	82,010	40,977
Refuse Site Reserve	39,510	1,327	0	40,000	319	0	0	80,837	39,829
Aged Housing Reserve	267,197	8,956	0	40,000	2,156	(100,000)	0	216,153	269,353
Swimming Pool Reserve	21,026	704	0	200,000	170	0	0	221,730	21,196
River Crossing Reserve	47,692	1,596	0	40,000	385	0	0	89,288	48,077
Prepaid Conditional Grants Reserve	199,759	0	0	0	1,612	0	0	199,759	201,371
Unspent Conditional Grants Reserve	377,080	0	0	0	3,043	(377,080)	0	0	380,123
Public Open Space Reserve	267,473	8,962	0	45,000	2,159	0	0	321,435	269,632
Town Weir Reserve	50,000	1,676	0	200,000	403	0	0	251,676	50,403
	1,629,001	35,260	0	855,000	13,146	(477,080)	0	2,042,181	1,642,147

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2023**

**OPERATING ACTIVITIES
NOTE 4
RECEIVABLES**

Rates receivable	30 June 2022	28 Feb 2023
	\$	\$
Opening arrears previous years	253,668	275,370
RATES - levied this year	5,227,323	6,125,764
RUBBISH - levied this year	253,247	280,377
ESL - levied this year	107,448	111,135
TOTAL levied this year	5,588,018	6,517,276
Less - collections to date	(5,566,316)	(6,225,763)
Equals current outstanding	275,370	566,883
Net rates collectable	275,370	566,883
% Collected	95.3%	91.7%



Receivables - general	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$
Receivables - general	259,114	102,199	56,133	59,881	477,327
Percentage	54.3%	21.4%	11.8%	12.5%	
Balance per trial balance					
Sundry receivable					477,327
GST receivable					175,849
Increase in Allowance for impairment of receivables from contracts with customers					(4,070)
Receivables for employee related provisions					23,926
Accrued Income					119,792
Loan Clay Target Club					975
Total receivables general outstanding					793,799

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.

**OPERATING ACTIVITIES
NOTE 5
RATE REVENUE**

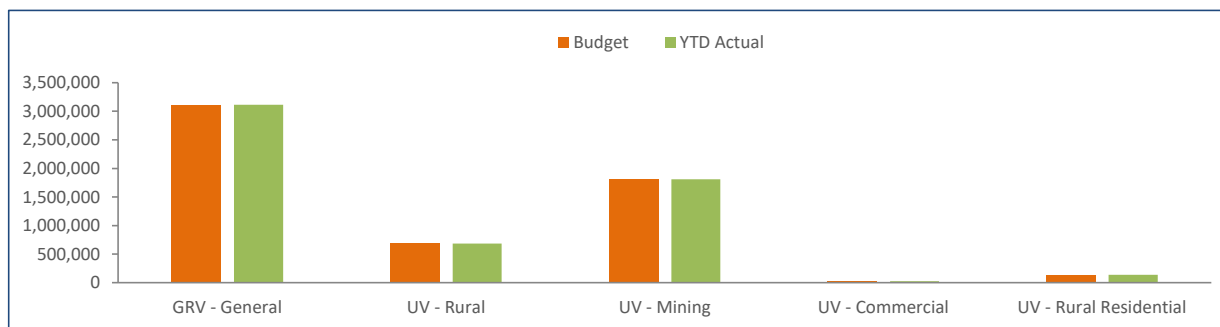
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2023**

General rate revenue

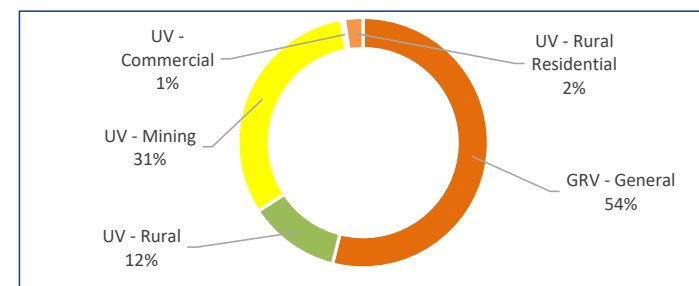
RATE TYPE	Budget						YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue \$	Interim Rate \$	Total Revenue \$	Rate Revenue \$	Interim Rates \$	Back Rates \$	Total Revenue \$
Gross rental value										
GRV - General	0.111213	503	27,988,941	3,112,734	500	3,113,234	3,113,234	0	0	3,113,234
Unimproved value										
UV - Rural	0.006196	127	110,247,000	683,090	500	683,590	683,590		0	683,590
UV - Mining	0.035258	49	51,338,414	1,810,090	0	1,810,090	1,810,090	0	0	1,810,090
UV - Commercial	0.025432	2	1,013,000	25,763	0	25,763	25,763		0	25,763
UV - Rural Residential	0.010326	131	13,411,500	138,487	0	138,487	138,487	0	0	138,487
Sub-Total		812	203,998,855	5,770,164	1,000	5,771,164	5,771,164	0	0	5,771,164
Minimum payment	Minimum \$									
Gross rental value										
GRV - General	900	132	251,571	118,800	0	118,800	118,800	0	0	118,800
Unimproved value										
UV - Rural	900	98	10,666,000	88,200	0	88,200	88,200	0	0	88,200
UV - Mining	900	42	176,928	37,800	0	37,800	37,800	0	0	37,800
UV - Commercial	900	0	0	0	0	0	0	0	0	0
UV - Rural Residential	900	122	9,160,000	109,800	0	109,800	109,800	0	0	109,800
Sub-total		394	20,254,499	354,600	0	354,600	354,600	0	0	354,600
Amount from general rates						6,125,764				6,125,764

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
\$6.13 M	\$6.13 M



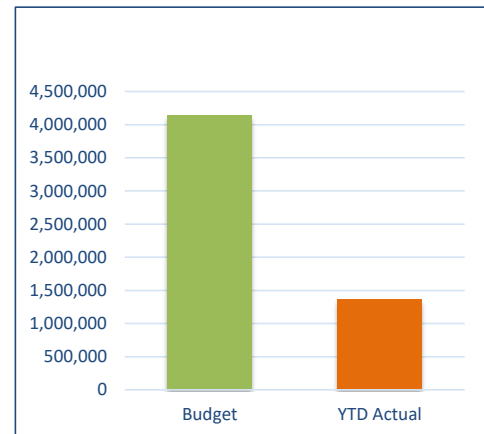
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2023

INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS

Capital acquisitions	Amended		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Furniture and Equipment	141,668	90,668	94,315	3,647
Land and Buildings	622,894	118,000	117,815	(185)
Plant and Equipment	242,233	143,053	137,154	(5,899)
Road Infrastructure	1,474,751	647,930	646,470	(1,460)
Footpath Infrastructure	385,000	38,000	37,374	(626)
Drainage Bridges Culverts	10,000	0	4,995	4,995
Infrastructure - Parks, Gardens, Recreation Facilities	1,264,942	321,548	320,570	(978)
Total Capital Acquisitions	4,141,488	1,359,199	1,358,693	(506)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	2,000,958	626,454	465,647	(160,807)
Other (disposals & C/Fwd)	67,000	0	5,358	5,358
Cash backed reserves				
Aged Housing Reserve	100,000	0	0	0
Unspent Conditional Grants Reserve	377,080	0	0	0
Contribution - operations	1,596,450	732,745	887,688	154,943
Capital funding total	4,141,488	1,359,199	1,358,693	(506)

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
	\$4.14 M	\$1.36 M	33%

Capital Grants	Annual Budget	YTD Actual	% Received
	\$2. M	\$.47 M	23%

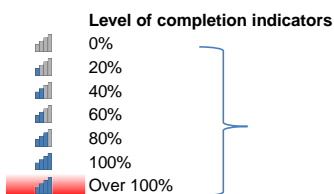
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2023

INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS (CONTINUED)

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	0
P20 - Panel Vibrating Roller	0	0	0	0	5,182	0
1971 Toyota Landcruiser	2,000	12,000	10,000	0	0	0
2017 Ford Ranger	10,300	15,000	4,700	0	0	0
2012 Isuzu Truck	16,045	10,000	(6,045)	0	0	0
Mitsubishi Fuso Truck	34,745	30,000	(4,745)	0	0	0
	63,090	67,000	3,910	0	5,358	0

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	22,000	21,682	318
Councillor Tablets	14,000	14,000	16,587	(2,587)
Printer Replacement	10,368	10,368	11,156	(788)
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	0	0	0
Ice Machine for Depot	5,300	5,300	2,885	2,415
CCTV Upgrades	15,000	10,000	10,735	(735)
Electronic Sign Board	35,000	13,000	13,091	(91)
Library Shelving	5,000	0	0	0
Total Furniture & Equipment	141,668	90,668	94,315	(3,647)
Land Acquisition - Bannister Rd	99,000	99,000	99,004	(4)
Building Asset Renewal Program	163,894	12,000	12,096	(96)
Upgrade Medical Centre Security	10,000	4,000	3,715	285
Upgrade to Pavilion to accommodate Gym	200,000	3,000	3,000	0
Crib Room for Deport	150,000	0	0	0
Total Land & Buildings	622,894	118,000	117,815	185
New Plant Float	50,158	50,158	45,034	5,124
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	0	0	0
Replace utility	39,000	0	0	0
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
Total Plant & Equipment	242,233	143,053	137,154	5,899
RTR - Johnstone St - Reseal	52,800	0	0	0
RTR - Hill St - Reseal	28,800	0	0	0
RTR - Hotham Ave - Reseal	19,800	0	0	0
RTR - George Street - Reseal	25,080	0	0	0
RTR -River Rd/Forrest St Intersection Upgrade	37,341	7,000	6,830	170
RRG - Crossman Rd - Surface treatment & Reseal	219,000	95,000	94,668	332
RRG - Harvey Quindanning Rd - improve geometry widen	555,000	9,000	8,819	181
RRG - Lower Hotham Rd (Carry over 2021/2022)	0	0	0	0
RRG - Lower Hotham Rd - Reseal, shoulders, drainage	438,930	438,930	438,153	777
Main Roads Bridge Program	98,000	98,000	98,000	0
Total Road Infrastructure	1,474,751	647,930	646,470	1,460

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2023

INVESTING ACTIVITIES
NOTE 6
CAPITAL ACQUISITIONS (CONTINUED)

Capital Acquisitions (continued)

Account Description	Amended			Variance Under/(Over)
	Current Budget	YTD Budget	YTD Actual	
 Footpath renewal program	100,000	11,000	10,626	374
 Club Drive, Hadea Rd and Adam Street (east side)	65,000	27,000	26,748	252
 Mountain Bike Trail	220,000	0	0	0
Total Footpath Infrastructure	385,000	38,000	37,374	626
 Kerbing - Town Roads	10,000	0	0	0
 Drainage Implementation	0	5,000	4,995	5
Total Drainage/Bridges & Culverts	10,000	5,000	4,995	5
 Hotham Park - Lighting	180,000	165,000	163,204	1,796
 Ranford Playground	46,248	46,248	47,581	(1,333)
 Shade Over Hotham Park	100,000	0	0	0
 Playground - Toddlers & Small Children	100,000	2,000	2,215	(215)
 Bicycle Rack - Hotham Park	10,000	0	0	0
 Playground - Early Learning Centre	70,000	0	0	0
 Town Centre Master Plan	141,192	45,000	44,145	855
 Regional Destination Signage	80,000	0	0	0
 Upgrade Interpretive Centre	100,000	0	0	0
 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	0	0	0
 Niche Wall	15,000	0	0	0
 Ranford - Information Bay	50,000	300	770	(470)
 Boddington Sign - Albany Hwy	35,000	2,000	1,923	77
 Basketball Club - Scoreboard	12,902	0	0	0
 Tennis Practice Wall	15,000	0	0	0
Total Other Infrastructure	1,264,942	321,548	320,570	978
Grand Total	4,141,488	1,364,199	1,358,693	5,506

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2023**

**FINANCING ACTIVITIES
NOTE 7
BORROWINGS**

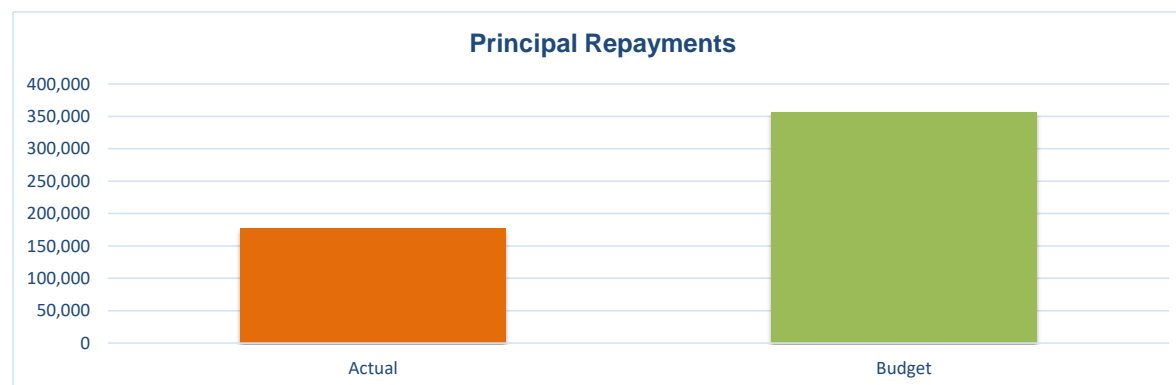
Repayments - borrowings

Information on borrowings Particulars	Loan No.	Interest %	1 July 2022	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
				Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
				\$	\$	\$	\$	\$	\$	\$	\$
Governance											
Administration Centre	105	4.01%	292,375	0	0	70,644	142,705	221,731	149,670	5,838	10,206
Education and welfare											
Childcare Centre	100	6.42%	84,619	0	0	9,345	18,989	75,274	65,630	2,687	5,075
Housing											
3 Pecan Place	94	6.45%	164,128	0	0	7,999	16,256	156,129	147,872	5,293	10,328
34 Hill Street	97	6.45%	166,448	0	0	8,112	16,486	158,336	149,962	5,368	10,474
Recreation and culture											
Recreation Centre	106	3.36%	596,762	0	0	32,716	65,981	564,046	530,781	9,994	19,438
Recreation Centre	107	1.56%	812,235	0	0	47,860	96,094	764,375	716,141	6,335	12,298
Total			2,116,567	0	0	176,676	356,511	1,939,891	1,760,056	35,516	67,819
Current borrowings			356,511					179,835			
Non-current borrowings			1,760,056					1,760,056			
			2,116,567					1,939,891			

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.



Principal Repayments

\$176,676

Interest Earned

\$75,841

Interest Expense

\$35,516

Reserves Balance

\$1,642,147

Loans Due

\$1,939,891

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 2023

NOTE 8
GRANTS & CONTRIBUTIONS

Provider	Unspent grants, subsidies and contributions liability				Grants, subsidies & contribution revenue					
	Liability	Increase	Decrease	Liability	YTD	Amended	Budget	YTD		
	1 Jul 22	in Liability	in Liability	28 Feb 23	Budget	Budget	Variations	Expected	Revenue	
	\$	\$	(As revenue)	\$	\$	\$	\$	\$	\$	
Operating grants, subsidies and contributions										
Governance										
Employee Contributions	0	0	0	0	0	0	0	0	0	
General purpose funding										
Federal Assistance Grant - General Purpose	0	0	0	0	15,074	21,584	0	21,584	16,188	
Federal Assistance Grant - Local Roads				0	43,187	52,258	0	52,258	39,194	
Law, order, public safety										
DFES - Fire Brigade Operating Grant	0	0	0	0	49,673	63,790	0	63,790	47,843	
DFES - SES Operating Grant	0	0	0	0	22,838	30,450	0	30,450	22,838	
Abandoned Vehicles	0	0	0	0	336	500	0	500	0	
Mitigation Grant	0	0	0	0	0	0	0	0	2,500	
Education and welfare										
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	1,664	2,500	0	2,500	3,041	
Newmont - Youth Career Expo	0	0	0	0	0	0	0	0	4,545	
Youth Centre Grants	0	0	0	0	1,336	2,000	0	2,000	0	
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	0	
Recreation and culture										
Australia Day Grant	0	0	0	0	0	0	0	0	16,000	
South 32 - Events Contribution	0	0	0	0	45,000	45,000	0	45,000	0	
Mountain Bike Trail Funding	114,732	0	0	114,732	0	114,732	0	114,732	0	
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	1,650	
Transport										
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	12,000	98,615	0	98,615	63,000	
Economic services										
Contributions Area Promotion & Tourism	0	0	0	0	26,336	52,000	0	52,000	1,000	
Caravan Park Funding	30,000	0	0	30,000	30,000	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	
	2,275,148	0	0	2,275,148	359,159	675,145	0	675,145	324,098	
Non-operating contributions										
General purpose funding										
LRCI - Town Centre Master Plan	0	138,108	0	138,108	0	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	
Community Amenities										
Hotham Park Lighting - South 32	40,000	0	0	40,000	40,000	40,000	0	40,000	40,000	
Hotham Park Lighting - Newmont	40,000	0	0	40,000	40,000	40,000	0	40,000	40,000	
Recreation and culture										
Community Gym	0	0	0	0	0	100,000	0	100,000	0	
Mountain Bike Funding	0	0	0	0	0	200,000	0	200,000	0	
Community Club - Playground	0	0	0	0	93,600	105,002	0	105,002	0	
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	94,000	0	94,000	0	
Transport										
Roads to Recovery Funding	17,225	0	0	17,225	81,911	163,821	0	163,821	0	
Regional Road Group Funding	0	364,400	0	364,400	273,000	819,000	0	819,000	203,400	
Special Bridge Funding	499,943	0	(97,943)	402,000	97,943	97,943	0	97,943	97,943	
	610,582	652,508	(97,943)	1,165,147	626,454	3,034,958	0	3,034,958	465,647	
TOTALS	2,885,730	652,508	(97,943)	3,440,295	985,613	3,710,103	0	3,710,103	789,745	

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 28 FEBRUARY 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
				\$	\$	\$	\$
	Budget adoption		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
				0	965,029	(605,973)	359,056

9.3.3 Policy Manual Review

File Reference:	2.015
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Executive Manager Corporate Services
Attachments:	9.3.3A - Table of Amendments 9.3.3B - Proposed Policy Manual – under separate cover

Summary

In accordance with section 2.7(2)(b) of the Local Government Act 1995, Council is to determine the local government policies. Council endorsement is sought for the 2023 review of the Policy Manual.

Background

The Shire of Boddington Policy Manual has been designed to serve as a guide for Council, employees, and the general public. It covers a wide range of topics to allow the community to be aware of Councils approach and reasoning for certain decision making. The Policy Manual has been developed to align with community values and aspirations, as expressed in the Council Plan 1 July 2022 to 30 June 2032.

The last time the Policy Manual underwent a full review was in 2017, with the adoption in November 2017. Since that time, new policies have been introduced and individual policies have been revised and updated. Although there is no requirement to review the policy manual in its entirety within a certain timeframe, it is good practice to review the policies regularly to ensure they remain relevant, current and understood.

The review of the Policy Manual also aligns with recommendations that were provided through the Regulation 17 Review conducted in mid 2022. This Review found that a number of policies were operational in nature, no longer relevant, or were already sufficiently addressed by existing legislation.

A comprehensive review of the current Policy Manual commenced in 2022. This review included two workshops, one for staff in December 2022, and the other with Councillors in February 2023. The final workshop with Council included a presentation of the recommended changes to the Policy Manual, with Councillors encouraged to make comments or suggest changes.

Comment

There are four main elements to this Policy Manual review:

- Remove – these are policies that have either been identified as operational in nature and are the responsibility of the Chief Executive Officer, or are unnecessary as they are already covered by legislation or contained in another policy.
- Minor Review – are policies that are sound therefore only requiring a minor review and the intent of the policy have remained unchanged.
- Major Review – these are policies identified as needing a major change, with only minor updates actioned at this review. These will be presented to Council individually over time.
- New – these are policies identified as needing to be implemented and will be presented to Council as they are developed.

Other minor amendments include:

- Updates to any regulatory references; and
- Standardised template implemented, with consistent headings being: 'Purpose', 'Scope', 'Definitions', 'Policy Statement' and a document control table inserted at the end of each Policy, detailing legislation, reference to other documents and history amendments.

Consultation

A workshop was conducted with staff and Councillors on the proposed Policy changes.

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 – s2.7

Policy Implications

As contained within the Policy Manual review.

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

Risk Statement and Consequence	There are certain policies that are required to be adopted by Council and by not doing so may result in non-compliance. It is also important that policy statements reflect the current position of Council ensuring appropriate decision making, ensuring consistency, equity and keeping with community expectations.
Risk Rating (prior to treatment or control)	Moderate

Principal Risk Theme	Reputational / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

Options

1. Endorse the recommendation to adopt the Policy Manual as presented.
2. Choose not to endorse the recommendation to adopt the Policy Manual as presented.
3. Choose not to endorse components within the Policy Manual review.

Voting Requirements

Absolute Majority

Officer Recommendation

That Council receives the review of the Shire of Boddington Policy Manual and adopts the Policy Manual as presented in Attachment 9.3.3B.

Policy #	Policy Name	Action	Comments
01.1	Use of Shire Emblem	Remove	Operational
01.3	Agendas	Remove	Covered by legislation.
01.4	Flying of Flag - Council Building	Remove	Operational
01.5	Voting Delegates to WALGA AGM	Remove	Determined at an Ordinary Council Meeting.
01.6	Customer Service & Complaints	Remove	Covered by Customer Service Charter.
01.7	Procedures for Public Question Time	Major Review	Significant changes required.
01.8	ANZAC Day Dawn Memorial Service	Remove	Not required, standard procedure.
01.11	Choose Respect	Remove	Not required, Code of Conduct.
01.12	Habitual or Vexatious Complainants	Minor Review	Minor amendments.
01.13	Use of Common Seal	Major Review	Full review to clarify use of Common Seal.
01.14	Council Meeting Schedule	Minor Review	Minor amendments.
02.4	Secondhand Buildings	Minor Review	May be removed once Planning policies are updated.
02.5	Relocation of Dwellings	Remove	Not required included with Second-hand dwellings.
02.7	Shed/Caravan Accommodation	Minor Review	May be removed once Planning policies are updated.
02.19	Kerb Deposit/Footpath Bonds	Minor Review	May be removed once Planning policies are updated.
03.4	Annual Tip Pass Provision	Remove	Covered by Fees & Charges.
04.2	Fire Access Tracks	Remove	Covered by legislation.
04.3	Fire Control Review	Major Review	Full review required, with a possible rename to "Bushfire Advisory Committee Meeting and Appointment".
04.5	Hire of Plant by Fire Control Officers	Remove	Operational
04.8	Open Camp Fire Policy	Remove	Covered by legislation.
04.9	Harvest and Movement of Vehicles Ban	Remove	Operational
04.10	Total Fire Ban (TFB) Exemption	Remove	Operational
05.2	Retirement of Councillors	Remove	Covered in Recognition of Service Policy.
05.4	Presentation of Gavel & Striker Plate	Remove	Not Required
05.6	Councillor Gift Policy	Minor review	Minor Amendments. Renamed 'Recognition of Service'.
05.7	WALGA Local Government Conference	Remove	Covered by Attendance at Events Policy.
05.11	Council Chambers - Use of	Remove	Operational
05.12	Elected Members Records - Capture and Management	Major Review	Minor amendments. Renamed 'Council Member Records'. Requires full review.
05.13	Elected Members Information Sessions	Major Review	Minor amendments. Renamed 'Council Concept Forum'. Requires Full Review.
05.14	Management of Elected Member Tablets	Minor Review	Minor amendments.
05.15	Attendance at Events Policy	Minor Review	Minor amendments. Remove procedural aspect.
05.16	Elected Member Continuing Professional Development Policy	Minor Review	Minor amendments.
06.2	Council Furniture - Hire of	Remove	Covered by Fees & Charges.
06.3	Liquor Permits	Remove	Operational
06.5	Booking of Facilities	Remove	Operational
06.6	Vacation Swimming Classes	Remove	Operational
06.7	Intraschool Swimming Carnivals	Remove	Operational
06.9	Sale of Council Land - Deposits	Remove	Dealt with as part of disposal of land.
06.10	Sale of Council Property - Real Estate Agents	Remove	Covered by legislation.
06.12	Permission to Conduct Activities on Council Property - Helicopter Landings	Remove	Operational
06.13	Boddington Caravan Park	Major Review	Minor amendments. Requires full review, needs to be updated to current arrangements and only requires policy around permanent occupancy.
06.14	Exclusive Use of Boddington Swimming Pool	Remove	Not required
06.15	Asset Management Policy	Major Review	Minor amendments. Requires full review.
06.16	Cemeteries - Niche Wall	Remove	Covered by Cemeteries Local Law.
07.1	Stormwater Management and Connection	Major Review	Minor amendments, may be removed once Planning policies are updated.
07.2	Business Signs - Provision of	Remove	New policy to be created "Signage Policy".
07.6	Grading of Driveways	Remove	Covered in "Private Works" Policy.
07.7	Gravel Royalty	Major Review	Minor amendments. Requires full review.
07.8	Rehabilitation of Gravel Pits	Remove	Covered by Local Law and Planning Approval.
07.11	Gravel From Roadside Verges	Remove	Covered by legislation.
07.13	Access to Council Reserves to Collect Flora and Fauna Specimens	Major Review	Minor amendments. Requires full review.
07.14	Guidelines for Subdivision Development - Rural	Remove	Covered by Town Planning Scheme.
08.2	Use of Council Plant by Organisations	Remove	Covered by Fees & Charges.
09.2	Depreciation Rates	Remove	Covered by legislation.
09.3	Long Service Leave - Employee	Remove	Operational
09.5	Investment of Surplus Funds	Major Review	Minor amendments. Requires full review.
09.7	Petty Cash	Remove	Operational
09.8	Community Grant Program	Minor Review	Minor amendments.
09.9	Rate Collection	Remove	Operational
09.10	Sundry Debtors Collection	Remove	Operational
09.13	Purpose & Funding of Reserve	Remove	Addressed at Budget adoption.
09.15	Training and Temporary Staff/Consultant Accommodation Reimbursement	Remove	Operational
09.17	Issue and Use of Corporate Credit Cards	Remove	Operational
09.18	Facility Hire Charges - Discount for Activities for the Children/Youth of Boddington	Remove	Covered by Delegation.

Policy #	Policy Name	Action	Comments
09.19	Rates Prizes Eligibility	Remove	Program currently not running.
09.20	Business Assistance Grant (BAG)	Major Review	Minor amendments. Requires full review.
09.21	Related Party Disclosures Policy	Major Review	Minor amendments. Requires full review.
09.22	Financial Hardship Policy	Major Review	Minor amendments. Requires full review.
09.23	Community Facility Fund Policy	Minor Review	Minor amendments. Requires full review.
10.1	Quindanning Picnic Race Day	Remove	Covered in Budget Adoption.
10.2	Street Trees	Minor Review	Minor amendments. Maybe superseded by a Verge Policy once adopted.
10.3	Policy Manual	Remove	Covered in Policy Manual preamble.
10.4	School Bus Routes	Remove	Operational
10.5	Permits for Heavy Vehicles	Remove	Operational
10.6	Volunteer Emergency Service Organisations	Remove	Covered in Budget Adoption.
10.7	Sponsorship - Lions Annual Rodeo	Remove	Covered in Budget Adoption.
10.8	Private Works	Major Review	Minor amendments. Requires full review.
10.9	Australia Day Citizenship Awards	Minor Review	Minor amendments.
10.10	Policy on Legal Representation Costs Indemnification	Minor Review	Minor amendments.
10.11	Camping at Rodeo Grounds	Remove	Not required.
10.12	Busking Within Boddington	Remove	Covered by Local Law.
10.13	Transport & Dumping of Nuclear Waste	Remove	Impossible to police.
10.14	Boddington Arts Council	Remove	Covered in Budget Adoption.
10.16	Enforcement Policy	Remove	Operational
10.17	Assisting Local Sportsmen & Women	Major Review	Minor amendments, with full review required.
10.18	Impounding and Disposal of Abandoned Vehicles	Remove	Operational
10.19	Community Engagement	Major Review	Minor amendments. Requires full review.
11.1	Appointment of Acting Chief Executive Officer Policy	Major Review	Minor amendments. Requires full review. Need to ensure this meets compliance.
11.3	Payment of Industrial Allowance	Remove	Operational
11.4	Police Clearance/Medical Examination - New Employees	Remove	Operational
11.6	Use of Shire Equipment - Staff	Remove	Operational
11.8	Staff Uniforms	Remove	Operational
11.11	Local Government Managers' Association (LGMA)	Remove	Operational
11.14	Rostered Days Off	Remove	Operational
11.15	Injury Management & Rehabilitation Policy	Remove	Operational
11.16	Superannuation Extra Payment	Major Review	Minor amendments. Requires full review.
11.18	Negotiated Vehicle Use	Remove	Operational
11.19	Work Health and Safety Policy	Minor Review	Minor amendments.
11.20	Housing Subsidy All Staff	Remove	Operational
11.21	Equal Opportunity in the Workplace	Remove	Operational
11.24	Workplace Incentive - Flu Needle	Remove	Operational
11.25	Works Staff Uniform	Remove	Operational
11.26	Alcohol and Other Drugs	Major Review	Minor amendments. Requires full review.
11.28	Office/Depot Staff Extended Close of Business Over Christmas Break	Minor Review	Minor amendments. Removal of Leave types to be taken.
11.29	Staff Removal Expenses	Remove	Operational
11.30	Local Advertising of Council Employment Vacancies	Remove	Operational
11.31	Use of Shire Information Technology (IT) Facilities for Staff	Major Review	Minor amendments. Requires full review.
11.32	Council Childcare Staff Childcare Services Discount	Major Review	Minor amendments. Requires full review.
11.33	Communications and Media Policy (Previously Titled Official Use of Social Media Policy)	Major Review	Minor amendments. Requires full review.
11.34	Risk Management	Minor Review	Minor amendments.
11.35	Quality Policy	Remove	Strategies not clear.
11.35	Employee Study Assistance Policy	Remove	Operational
11.36	Disciplinary Policy	Remove	Operational
11.37	Grievances, Investigations & Resolution Policy	Remove	Operational
11.38	CEO Employment & Performance Appraisal Policy	Major Review	Minor amendments. Requires full review. To include reference to CEO Standards.
11.39	Designated Senior Employee Positions	Remove	Not required.
11.40	Employee Gratuity Payments	Minor Review	Minor amendments.
13.1	Buy Local Policy (Regional Business and Regional Price Preference)	Remove	Not relevant.
13.2	Vehicle Tenders/Sales	Remove	Included in tender of RFQ.
13.3	Purchasing of Goods and Services	Major Review	Minor amendments. Requires full review.
New	Freeman	New	
New	Caretaker	New	
New	Naming of Roads, Parks, etc.	New	
New	Memorials on Shire Property	New	
New	Disposal of Assets	New	
New	Internal Control	New	
New	Legislative Compliance	New	

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

12. CONFIDENTIAL ITEMS

Nil

13. CLOSURE OF MEETING