

Agenda

Ordinary Council Meeting

Wednesday 28, May, 2025
At 5.30pm

Council Chambers, 39 Bannister Road, Boddington

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

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1. DECLARATION OF OPENING

I would like to begin by acknowledging the Wilman People as the Traditional Custodians of the land we are meeting on today, and pay respect to Elders past and present, as well as the continuation of cultural, spiritual, and educational practices of Aboriginal people.

Councillors, to ensure clarity and effective communication during this Council Meeting, I kindly remind you to switch on your microphones when called upon to speak. This meeting will be recorded.

2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE

2.1 Attendance

2.2 Apologies

2.3 Leave of Absence

Officer Recommendation

That the request for Leave of Absence from Cr E Smalberger, from 21 June to 25 August 2025, be approved.

That the request for Leave of Absence from Cr G Ventris, for the August Ordinary Council Meeting 27 August 2025, be approved.

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 Wednesday, 23, April 2025 be confirmed as a true record of proceedings.

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

8. RECEPTION OF MINUTES AND RECOMMENDATIONS OF COMMITTEES

9. REPORTS OF OFFICERS

9.1 DEVELOPMENT AND COMMUNITY SERVICES

9.1.1 Request for easement over Reserve 14977, 23B Pollard Street, Boddington

File Reference:	2.011
Applicant:	Graeme Weeks
Previous Item:	Nil
Author:	Executive Manager Development and Community Services
Disclosure of Interest:	Nil
Voting Requirements:	Simple
Attachments:	9.1.1A Crown Land Enquiry Form submitted by applicant 9.1.1B Shire of Boddington Crossover Guidelines

Summary

Council is requested to consider a request from a Mr. Graeme Weeks (Applicant), the landowner of Lot 12, Hakea Road, Boddington, for an easement to be established over Crown land reserve 14977, 23B Pollard Street, Boddington (Reserve).

Background

The Applicant has provided the Shire a crown land enquiry form, general request (Form) as shown in attachment 9.1.1A, which he intends to submit to the Department of Planning, Lands and Heritage (Department) requesting an easement over the Reserve so that he can access his property at Lot 12, Hakea Road Boddington.

In Western Australia only the Minister for Lands has the power under the *Land Administration Act 1997* to grant an easement over Crown Land.

Question 4 on the Form requires the customer to seek comments or advice from the local government authority in which the Crown land subject to the request is located and provide those comments to the Department.

Lot 12 Hakea Road, Boddington is an undeveloped vacant lot located within the townsite. There is currently no means of accessing the lot other than an informal access through the adjoining Reserve via an unsealed laneway. Upon review, it appears that the neighbouring and nearby lots at 21 and 23 Pollard Street also have informal access to the Reserve via this laneway. This is used to access the rear of the lots, noting that the lots, with exception of Lot 12 Hakea Road, do have frontage and crossovers onto Pollard Street.

The Applicant has stated on the Form that they are requesting legal access by way of an easement to this laneway, from the entry point near Hakea Road (where the Rodeo entry is), and for the entire length of its boundary with Lot 12 Hakea Road, Boddington.

The Shire of Boddington is the management body for the Reserve, which has a designated purpose of 'Recreation and Community Centre.' The Reserve contains a variety of recreation and community facilities, including the Rodeo Grounds leased to the Lions Club, Riding Club, Tennis Club and Courts, Old Pavilion containing the community gym, the town oval, recreation centre, cricket nets, school oval, playgrounds and carparking areas. The laneway currently provides a means of access to these recreation and community facilities from Hakea Road, and connection through to Club Drive.

The Lot currently does not have a constructed crossover onto Hakea Road due to the fact that the lot has remained undeveloped. Should the lot be developed, i.e. a single dwelling or grouped dwelling development, then a crossover between Hakea Road and the lot is required

to be constructed. The Shire's Local Planning No.9 Car Parking and Vehicular Access provides further guidance in this regard and requires crossovers to be suitably located (to maximise sight distances and safety), constructed and drained.

Comment

It is acknowledged that this lot presents challenges because a creek runs parallel between the lot boundary and Hakea Road. Plans previously submitted to the Shire in 2007 for a subdivision depicted a crossover containing 2 x 1200mm drainage culverts under the driveway. It is recommended the applicant seek their own engineering advice and engage with the Shire's Infrastructure Services team to ensure a crossover meeting the Shire's crossover specifications, as contained in attachment 9.1.1B, is constructed.

In some cases, the Shire can financially contribute (or subsidise) up to 50% of the cost of a standard crossover (one crossover to a property). This is subject to the crossover being deemed by the Shire to conform to Shire specifications. The price subsidised depends on the material that is used and the design. The Shire does not contribute for reasons including the cost of culverts or tree removal. Crossovers that exceed the measurements of a standard crossover do not attract any additional contributions.

It is also noted that this creek is an Aboriginal heritage registered place and therefore the crossover will require a separate approval under the *Aboriginal Heritage Act 1972* and or *Aboriginal Heritage Regulations 1974*. Preliminary advice received from the Department of Planning, Lands and Heritage indicates the crossover will require consent under Regulation 7 and 10 of the Regulations, however, the applicant is recommended to seek their own advice by submitting an online Aboriginal Heritage enquiry form to the Department of Planning, Lands and Heritage.

In considering the applicant's request, the Shire sought professional planning advice. Based on this advice, the request for an easement is not recommended for support, as it may place an unnecessary burden on the Shire's Reserve and potentially create complications for existing and future users, including the Lions Club, Riding Club, and others.

There is scope for the applicant to obtain the necessary approvals and to construct a crossover with culverts over the creek. Suitable direct vehicle access between Lot 12 and Hakea Road is also required to facilitate any future subdivision of the property, and it is unlikely the West Australian Planning Commission will support subdivision via an easement.

Consultation

Consulting Town Planner

Strategic Implications

Aspiration	Place
Outcome 9	Safe, sustainable, and connected transport

Legislative Implications

Planning and Development Act 2005
Land Administration Act 1997.

Policy Implications

Nil

Financial Implications

The applicant may be eligible for a financial contribution from the Shire up to 50% of a standard crossover. Noting that the Shire will not contribute towards culverts or tree removal and that any crossover exceeding the measurements of standard crossover will not attract any additional contributions.

Economic Implications

Nil

Social Implications

Nil

Environmental and Climate Change Implications

Nil

Risk Considerations

Risk Statement and Consequence	Supporting the easement request will set a precedent for other landowners to request easements of other Shire Reserves. If the request is not approved, there may be an element of reputational risk if the community perceive the decision as lacking flexibility or fairness.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	No further actions proposed.

Officer Recommendation

That Council does not support an easement being registered over Crown Reserve 14977, 23B Pollard Street, Boddington for the purpose of access to Lot 12 Hakea Road, Boddington.



CROWN LAND ENQUIRY FORM

General Request

Applicant Details

If you are applying on behalf of a customer please complete this section and the Customer Details section below.

First Name		Last Name	
Telephone		Mobile	
Email Address			
Postal Address			
Billing Address			
Organisation			
ABN		ACN	ICN
Your Case Reference			

Customer Details

First Name	GRAHAME	Last Name	WEEKS
Telephone		Mobile	
Organisation			
Email Address			
Postal Address			
Billing Address	AS ABOVE		
ABN		ACN	ICN

Documentation

The following is required for submission of this request; please ensure the items are attached.
(If not attached, your request is incomplete and may be returned to you)

<input type="checkbox"/> If you are applying on behalf of a customer you must provide proof of consent	
<input checked="" type="checkbox"/> Documentation such as proposals, business case, deposited plans	Q1
<input checked="" type="checkbox"/> Map(s) (mandatory)	Q2
<input checked="" type="checkbox"/> Title(s)	Q3
<input type="checkbox"/> Evidence of consultation with the Primary Interest Holder (if applicable)	Q3
<input checked="" type="checkbox"/> Comments received from the Local Government Authority (LGA) (mandatory)	Q4
<input checked="" type="checkbox"/> Any other supporting documentation such as photographs, other comments/consultations	Q5

Request Submission

There are three methods of submission, please select one method by which to submit your request

Email the completed and signed form to proposals@dplh.wa.gov.au (or)

Post the completed and signed form to:
Proposal – Crown land enquiry
Department of Planning, Lands and Heritage
Locked Bag 2506
PERTH WA 6001 (or)

Hand deliver the completed and signed form to:
Level 2
140 William Street
PERTH WA 6000

**For assistance completing this form please contact the Department of Planning, Lands and Heritage on
(08) 6551 8002 or 1800 735 784 (Country callers only)**

Q1. Which item best describes your request?

(Please select only one)

<input type="checkbox"/> General access to Crown land	<input type="checkbox"/> Land sale/land exchange
<input type="checkbox"/> Amalgamation	<input type="checkbox"/> Lease
<input type="checkbox"/> Boundary amendment or subdivision	<input type="checkbox"/> Licence
<input checked="" type="checkbox"/> Easement	<input type="checkbox"/> Ministerial approval (for mortgages, subleases and other interests over Crown land)
<input type="checkbox"/> Freehold land	<input type="checkbox"/> Property management issues
<input type="checkbox"/> Road /Public access way /Right of way closure	<input checked="" type="checkbox"/> Road /Public access way /Right of way dedication
<input type="checkbox"/> Irrigated agriculture proposal (LTPIA)	<input type="checkbox"/> Reserve
<input type="checkbox"/> Other – please provide details:	

Describe your request in more detail

This is a request for an easement to access the property located at 8 Hakea Road, Boddington (lot 12 on diagram 66695 - title supplied).

Access is required from the crown property located at 23B Pollard Street, Boddington (lot 501 on deposited plan 75278).

There is an existing laneway (as per supplied aerial photos and maps) which runs inside the boundary of 23B Pollard Street next to the adjacent boundary on 8 Hakea Road.

This lane-way has been an accepted means of access to get into 8 Hakea Road for some time via a gate into the property from the laneway.

The laneway would seem to be used as a normal public road, linking various recreational facilities in the vicinity. It is un-gated and would appear an accepted thoroughfare at present.

We are requesting legal access by way of an easement to this laneway from the entry point near Hakea Road (where Rodeo entry is) and for the entire length of its boundary with 8 Hakea Road please. (as per following aerial photo)



Tick the box of the item that best applies to your request.



To request access to Crown land for events or functions please use the Event Form located on the Department of Planning, Lands and Heritage website.



Specific conditions apply for proposals made under the Land Tenure Pathway for Irrigated Agriculture. For more information please go to www.pathwayforirrigatedagriculture.lands.wa.gov.au



Please detail:

- What you intend doing
- What outcome you want (eg. lease, licence, ownership)
- How the crown land will be impacted
- Why the proposal is suitable

Include details such as:

- Benefits to you
- Concept/development proposals
- Timeframes and/or stages
- Implications

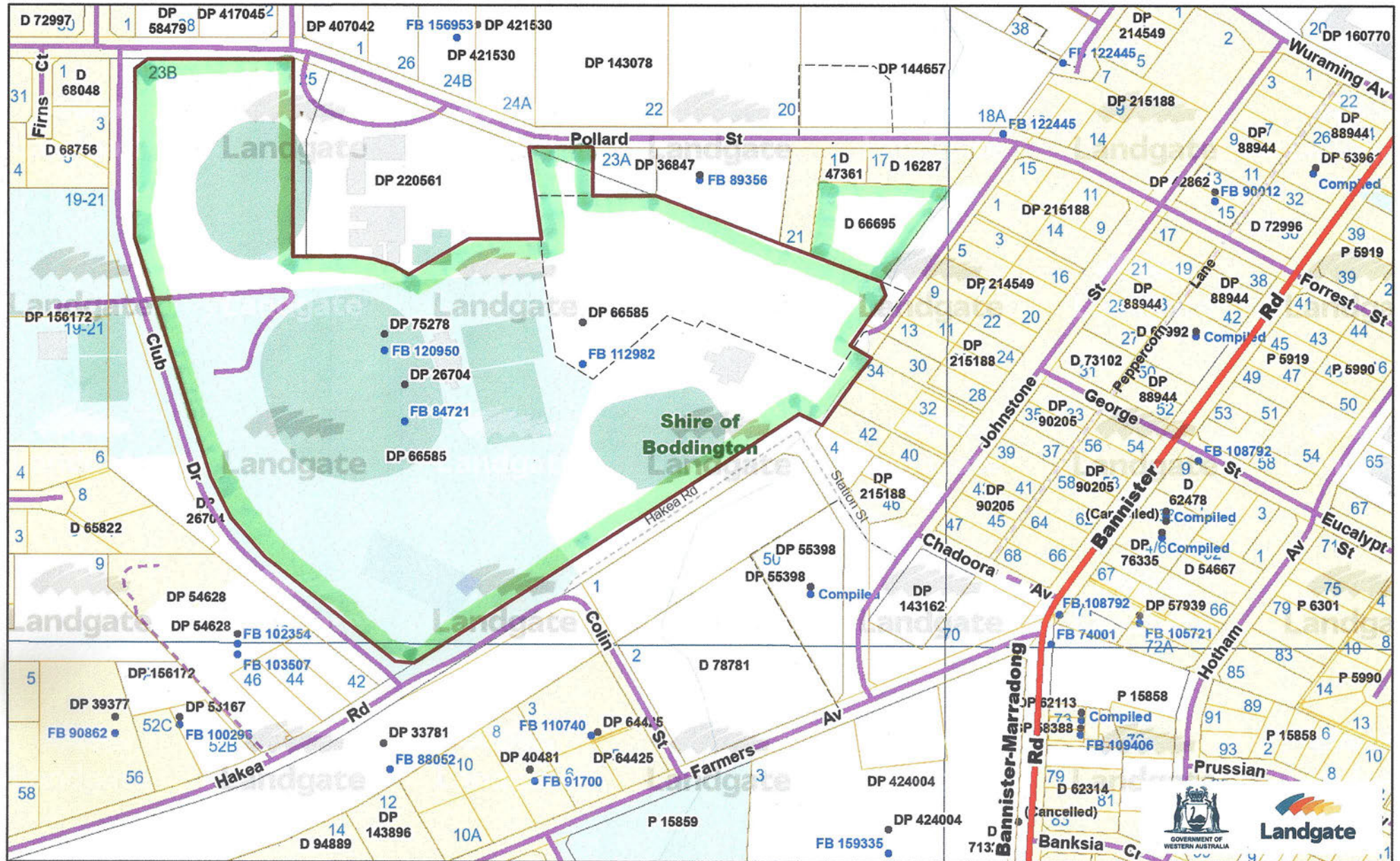


Author:

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-- Map Viewer Plus --



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Please refer to original documentation for all legal purposes.

Q2. What are the details of the Crown land subject to this request?

Land Details (list all applicable land details)

	Title (Vol/Folio)	Lot Number	Survey Number	Parcel identification number (PIN) (if available)
1	LR3162/942	501	DP75278	
2				
3				
4				
5				



Land details can be
accessed through
Landgate.

Queries on using
Landgate services can
be directed to its
Customer Service
Centre on (08) 9273
7373 or by email to
customerservice@landga
te.wa.gov.au

Street Address (list all applicable addresses)

	House/Unit Number	Street/Road Name	Locality/Suburb	Postcode
1	23B	POLLARD STREET	BODDINGTON	6390
2				
3				
4				
5				



A map with
coordinates and
address can be
obtained by using
Landgate's Map
Viewer

Reserve Number/s
(if applicable)

14977

General/Other Information

(Example: coordinates, nearest road or crossroad)

Hakea Road entry point into 23B Pollard Street is -32.802836
116.470987 Degrees
Lane-way exit point into 8 Hakea Road gate is -32.802221 116.470553
Degrees

**Please attach all available Titles and maps showing all the land records
involved in your request. If not attached, your request is incomplete and
may be returned to you.**

LR3162/942

23B Pollard Street, BODDINGTON 6390

Certificate of Title	LR3162/942
Title Type	Certificate of Crown Land Title
Parcel Identifier	Lot 501 On Deposited Plan 75278
Address Details	23B Pollard Street, BODDINGTON 6390
Dealing Status	Complete
Document Type	App for New Title Subject to Svy
Document Number	M435090



[Click to Launch Map Viewer Plus](#)

Q3. Primary Interest Holders

	Name on the Title	Are you the Primary Interest Holder?	No Title Available
1		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
2		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
3		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
4		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>
5		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>

Q3a. If you are not the Primary Interest Holder, have you consulted with the Primary Interest Holder to initiate this enquiry?

- ☐ Yes
☐ No ➔ Continue this form after consulting with the Primary Interest Holder

Please attach the correspondence you have had with the Primary Interest Holder

Note: If the request is on behalf of the Primary Interest Holder, registered entity or corporation, you must provide reasons and authorisation to enquire on behalf of the entity

Q4. Local Government Authorities (LGAs) in which the Crown land subject to this request is located

	(list all)	Have you sought comment or advice?
1	Shire of Boddington	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2		<input type="checkbox"/> Yes <input type="checkbox"/> No
3		<input type="checkbox"/> Yes <input type="checkbox"/> No

Note: You are required to consult with the local government authority in which the Crown land subject to this request is located as they have information on planning or other proposals in their area which may assist or affect your request.

Q4a. If you have sought comment or advice, have you received the LGA's comments on this request?

- ☒ Yes
☐ No ➔ Please continue this form after receiving comment/advice from the LGA

Please provide brief details of the feedback received from the LGA



Certificate of Crown Land Titles or Certificates of Titles can be accessed through Landgate.

Queries on using Landgate services can be directed to its Customer Service Centre on (08) 9273 7373 or by email to: customerservice@landgate.wa.gov.au



Titles include ownership details such as the Primary Interest Holder (PIH) as well as details of the council/shire/local government authority (LGA) in which the land is located.

A certificate of title or a certificate of Crown Land Title can be obtained from Landgate.

A Certificate of Title may not be available for unallocated Crown land (land for which the Department of Planning, Lands and Heritage has direct management responsibility)

WESTERN



AUSTRALIA

TITLE NUMBER

Volume Folio

1674 312

RECORD OF CERTIFICATE OF TITLE
UNDER THE TRANSFER OF LAND ACT 1893

The person described in the first schedule is the registered proprietor of an estate in fee simple in the land described below subject to the reservations, conditions and depth limit contained in the original grant (if a grant issued) and to the limitations, interests, encumbrances and notifications shown in the second schedule.

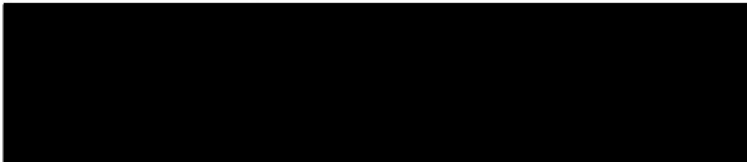
BG Roberts
REGISTRAR OF TITLES



LAND DESCRIPTION:

LOT 12 ON DIAGRAM 66695

REGISTERED PROPRIETOR:
(FIRST SCHEDULE)



(T Q356878) REGISTERED 21/3/2025

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS:
(SECOND SCHEDULE)

Warning: A current search of the sketch of the land should be obtained where detail of position, dimensions or area of the lot is required.
Lot as described in the land description may be a lot or location.

-----END OF CERTIFICATE OF TITLE-----

STATEMENTS:

The statements set out below are not intended to be nor should they be relied on as substitutes for inspection of the land and the relevant documents or for local government, legal, surveying or other professional advice.

SKETCH OF LAND: 1674-312 (12/D66695)
PREVIOUS TITLE: 1154-578
PROPERTY STREET ADDRESS: NO STREET ADDRESS INFORMATION AVAILABLE.
LOCAL GOVERNMENT AUTHORITY: SHIRE OF BODDINGTON

LANDGATE COPY OF ORIGINAL NOT TO SCALE 21/03/2025 12:03 PM Request number: 67956756


Landgate
www.landgate.wa.gov.au

Page 1 (of 2 pages) 1674 312 VOL. FOL.

ORIGINAL - NOT TO BE REMOVED FROM OFFICE OF

Application C843207
Volume 1154 Folio 3

WESTERN



AUSTRALIA

CI 1674 0112



CERTIFICATE OF TITLE

UNDER THE "TRANSFER OF LAND ACT, 1897" AS AMENDED

I certify that the person described in the First Schedule hereto is the registered proprietor of the undermentioned estate in the undermentioned land subject to the easements and encumbrances shown in the Second Schedule hereto:

Dated 24th August, 1984

A. J. Smyth
REGISTRAR OF TITLES

ESTATE AND LAND REFERRED TO

Water is too simple in portion of Eddington Lot 78 and being Lot 12 on Diagram 66893, delineated and coloured green on the map in the Third Schedule hereto, limited however to the natural surface and therefrom to a depth of 60.96 metres.

FIRST SCHEDULE (continued overleaf)

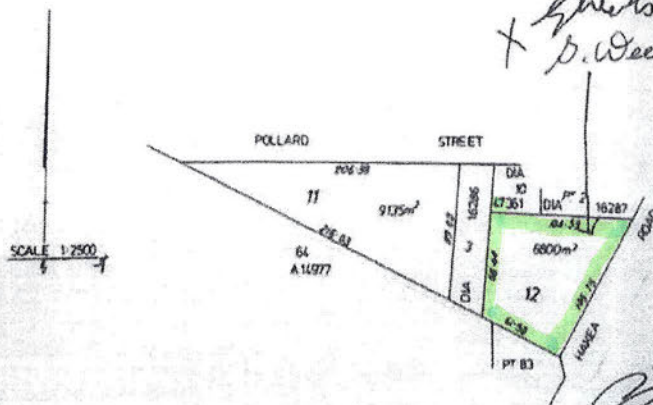
Hector Francis Firms of Barnstaple Road, Reddington, Bullisdon, Deling

SECOND SCHEDULE (continued overleaf)

NIL

L. J. Smyth
REGISTRAR OF TITLES

THIRD SCHEDULE.



NOTE: RULING THROUGH AND SEALING WITH THE OFFICE SEAL INDICATES THAT AN ENTRY NO LONGER HAS EFFECT. ENTRIES NOT RULED THROUGH MAY BE AFFECTED BY SUBSEQUENT ENDORSEMENTS.

LANDGATE COPY OF ORIGINAL NOT TO SCALE 01/10/2024 02:55 PM Request number: 67216653

Landgate

www.landgate.wa.gov.au

1674/312

Certificate of Title	1674/312
Title Type	Certificate of title under the Transfer of Land Act
Parcel Identifier	Lot 12 On Diagram 66695
Address Details	No Street Address Information Available
Dealing Status	Complete
Document Type	Transfer
Document Number	Q356878



[Click to Launch Map Viewer Plus](#)

Q5. If there is any other information that may further support this request, please provide details below and attach the relevant documentation to your request

The property at 8 Hakea Road does not have any direct access to the only road adjacent to any of its boundaries (Hakea Road). It may have been an oversight when subdivision occurred back in 1984.

The issue with access to Hakea Road is due to a winter creek running along the side of Hakea road for the entire property boundary. The creek is also used to disperse stormwater as concrete pipes exiting into the area are evident. There is an 18 metre distance between the property boundary and Hakea Road, so suggests this area was set aside intentionally to disperse stormwater.

We have recently purchased the property and understand access via the adjacent crown land has been an accepted means of access since subdivision occurred in 1984.

We are seeking the easement to guarantee access to our property in the future is not compromised.



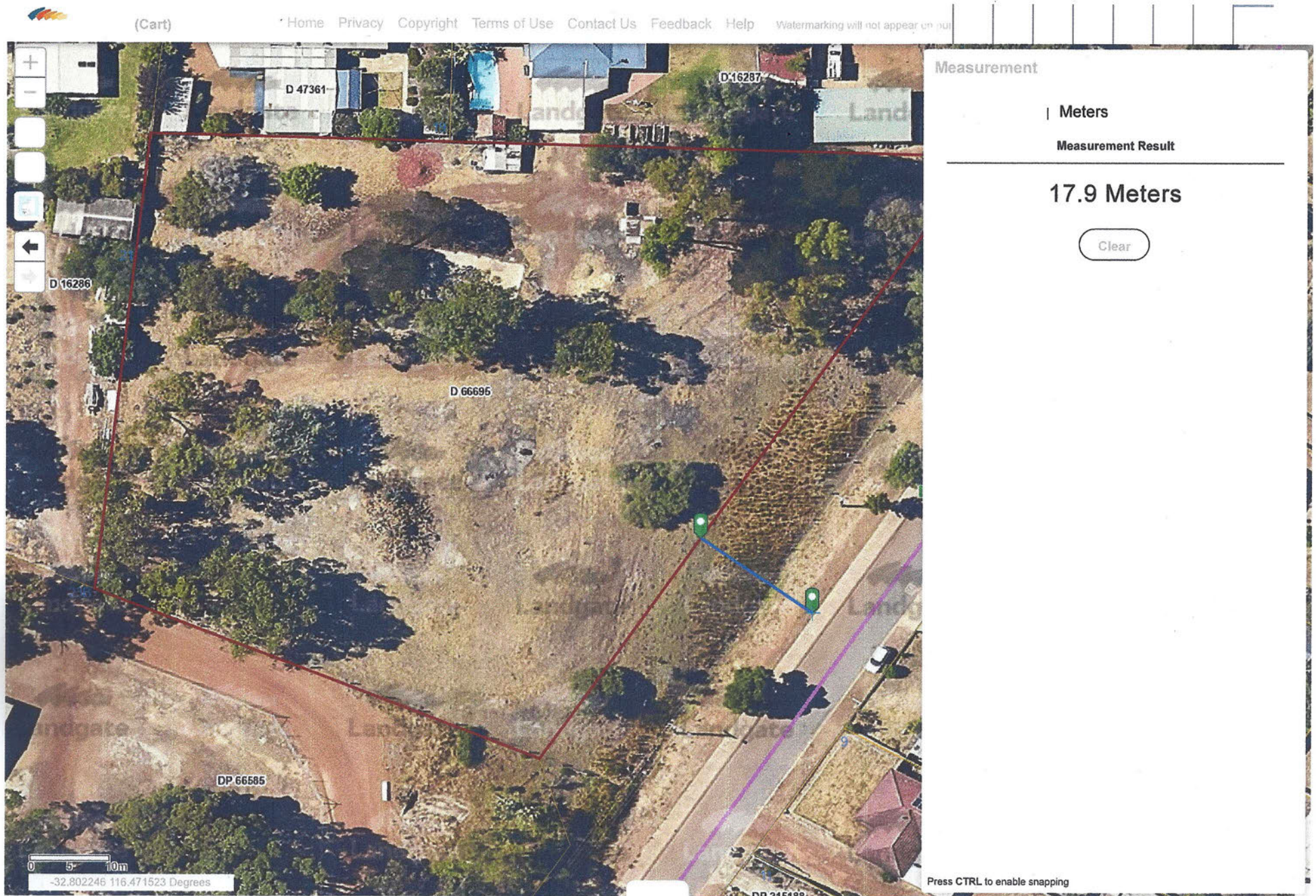
If you have engaged in consultations and/or interactions with other parties related to or having an interest in or management authority in the land the subject to your request, please provide details.



Additional information may be:

- Additional plans
- Photographs
- Comments/feedback

Please include any other details that would assist in the assessment of your request.



Terms and Conditions

By submitting a Crown land request, you understand and agree that:

The information provided is complete, true, accurate and correct to the best of your knowledge and belief.

The Department of Planning, Lands and Heritage (the department) may seek additional information from the applicant, customer or third party/ies that may assist in assessing the request. For that purpose the department may be required to release information submitted in this request to other agencies or parties or to seek further information from third parties or other agencies/departments. If any information supplied in this request contains confidential information or information subject to commercial in confidence, it is the responsibility of the applicant to clearly identify that material and the nature of the confidentiality and to obtain permission to refer to that confidential or commercial in confidence material in the request form. If no confidentiality is indicated the department reserves the right to provide the information to third parties other agencies/departments if required.

If the department supports a grant of tenure following assessment of the request, and the applicant chooses to proceed, the applicant is responsible for the payment of all costs and disbursements associated with the grant. These costs may include, but not be limited to:

- costs of negotiating and compensating native title parties and other existing land holders;
- applying for and approval of other statutory requirements;
- purchase price, lease rental, easement or license fees;
- survey and plan preparation costs;
- registration and document preparation fees; and
- GST on any of the above.

The department will not be liable for delay and/or costs borne by the applicant and/or customer through submission of this request, or in providing additional information required so the department can assess the request, as a result of any refusal to grant the request or to grant it on conditions that are unacceptable to the applicant and/or customer. The department has a duty to consider requests relating to Crown land in the best interests of the State.

It is the responsibility of the applicant to seek and obtain all approvals, licences, insurances and permits relating to the request and to comply with all terms and conditions of those approvals, licences, insurances and permits. The department is not responsible for obtaining any approvals for, or in connection with, this request, except for any required to be obtained by the department under any written law.

A request for irrigated agriculture will follow the process outlined in Land Tenure Pathway for Irrigated Agriculture (LTPIA) Request Guidelines located at www.pathwayforirrigatedagriculture.lands.wa.gov.au. It is the responsibility of the applicant to initiate, fund and drive all aspects of the LTPIA process.

The applicant acknowledges that the provision of funding evidence in the form of a bank guarantee or other financial substantiation of the request may be required, and that insurance and indemnity arrangements may be further required to satisfy the department, dependent on the assessment of each request.

The applicant and/or customer shall indemnify the State, the Minister for Lands and the department from and against all claims, demands, actions, suits, proceedings, judgements, damages, costs, charges, expenses and losses or any nature whatsoever in connection of and with respect to the grant of any licence. The department shall have no liability in respect of or arising from any mishap, accident of misadventure in relation to any activity undertaken in relation the grant of any licence. The applicant and/or customer is responsible to have in place and to implement all necessary emergency risk management and response procedures.

The submission of this request does not in itself grant any right to access Crown land, and the department reserves the right to decline assessing the request in detail, to grant the request subject to conditions, or not to grant the request.

If you agree to accept these terms and conditions, selecting the 'Yes, I have read and agree with the above Terms and Conditions' and the submission of this request will demonstrate your acceptance of these terms and conditions.

If you do not agree with these terms and conditions, you must not submit a request.

If you have any questions regarding these terms and conditions, phone (08) 6551 8002 or email proposals@dplh.wa.gov.au prior to proceeding.

☒ Yes, I have read and agree with the above Terms and Conditions

Name of Applicant	Grahame and Sally Weeks	Date	28/3/2025
-------------------	-------------------------	------	-----------

OFFICE USE ONLY

Method of Receipt		Information Received		Response	
<input type="checkbox"/> Email		<input type="checkbox"/> Sufficient		<input type="checkbox"/> Acknowledgement of receipt letter	
<input type="checkbox"/> Letter		<input type="checkbox"/> Insufficient		<input type="checkbox"/> Further information required letter	
<input type="checkbox"/> Fax					
<input type="checkbox"/> Hand delivered					
<input type="checkbox"/> Other					
Date Received		Date Reviewed		Date Sent	
Objective ID		Officer's Name		Objective ID	
Comments					

Information Sheet

Crossover Guidelines

What is a crossover?

A crossover is a constructed vehicle access way between the road and a private property boundary. The crossover is located in a road reserve which is typically managed by the Shire and is sometimes also managed by Main Roads Western Australia.

Council Policy

These guidelines complement Council Planning Policy No. 9 - Car Parking and Vehicular Access. The policy can be viewed at www.boddington.wa.gov.au or at the Shire office. Unless the applicant can demonstrate exceptional circumstances, to the satisfaction of the Shire, Council policy requires sealed crossovers onto existing sealed roads. If the road is gravel, Council policy allows an unsealed crossover if appropriately constructed and drained.

Are there considerations as to where a crossover can be located?

Yes. These are set out in Council Planning Policy 9. In summary, a crossover should be appropriately located to maximise safety for all road users. Other considerations include impact on services, footpaths/dual use paths, clearing native vegetation whether there are options for "twinning" of crossovers on major roads, the type of expected traffic and turning radii.

What can sealed crossovers be constructed of?

Council Policy defines "sealed" as "the use of impenetrable surfaces such as bitumen seal, concrete, brick paving, blocks or pea gravel seal in asphalt or concrete, or exposed aggregate. The impenetrable surface should be supported by a compacted gravel base."

Standard Crossover

A standard crossover as recognised by the Local Government (Uniform Local Provisions) Regulations 1996 consists of either:
a 150mm compacted and water bound road base driveway, sealed with two coats of bitumen and topped with an approved aggregate, or a minimum of 100mm reinforced concrete over a compacted sub-base, or

- a minimum of 50mm thick brick pavers, or
- Other as approved by the Council.

For properties adjoining a gravel road, the term "standard crossover" means a graveled and drained crossover to a size conforming to that of the Local Government (Uniform Local Provisions) Regulations 1996

Design considerations

The Shire will consider various design considerations depending on the site conditions. The following provides broad guidance:

- The width of the standard crossover shall be not less than 3 metres. For service stations / industrial operations, a crossover should accommodate a 7.5 wide driveway, with a 1.5 metre radius opening onto the kerb line;
- crossovers must be tied in, or made contiguous with a kerb, footpath or driveway;
- a positive gradient must be at 2% for the first 1.5 metre from the kerb line;
- any gates and fencing are to be suitably located and designed to ensure there are sufficient areas to enable vehicles to park in the crossover and/or on the property without impeding traffic or compromising safety on to the adjoining road; and
- Allowance is required for appropriate stormwater management (drainage) in the road reserve and from the crossover.

Who pays for the crossover?

The landowner, agent or developer is responsible for arranging the crossover construction.

In some cases, the Shire can financially contribute (or subsidise) up to 50% of the cost of a standard crossover (one crossover to a property). This is subject to the crossover being deemed by the Shire to conform to Shire specifications. The price subsidised depends on the material that is used and the design.

An application for a Shire rebate is to be made on the attached form and the crossover is required to be appropriately located, designed and constructed. The subsidy applies to the first crossover to a lot. Crossovers, eligible for subsidy, must be claimed within 12 months of completion of the crossover.

The Shire will not however contribute for reasons including:

- reconstruction of an existing crossover to a property;
- the cost of culverts or tree removal;
- any alterations for the removal/relocation of public utilities (they will be at the owner's cost and subject to the approval of the service authority concerned);
- subdividers are not eligible for a subsidy for freehold (green title) or strata title lots; or
- Applicants/landowners who received planning approval incorporating a condition on crossovers.

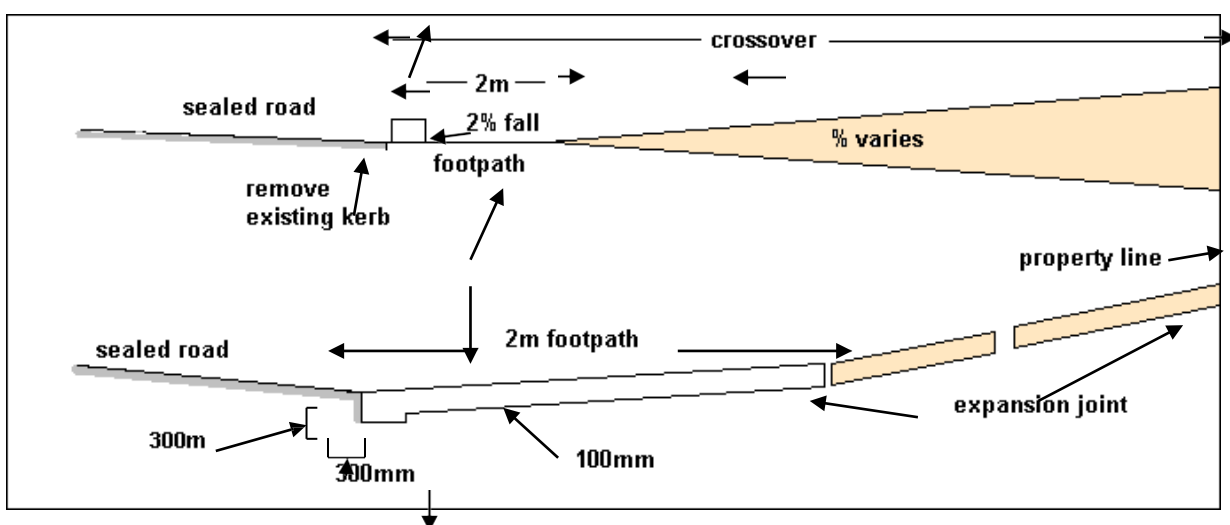
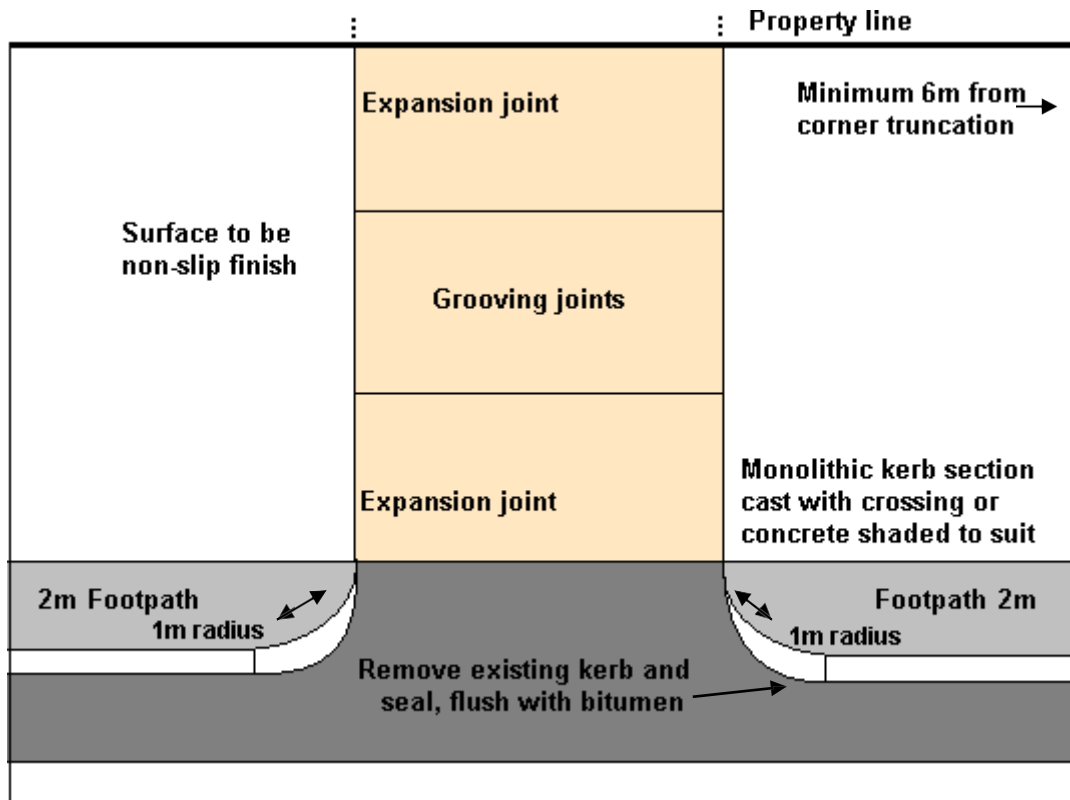
Any crossover that exceeds the measurements of a standard crossover will not attract any additional contributions.

The crossover subsidy rates will be set annually by the council through its fees and charges.

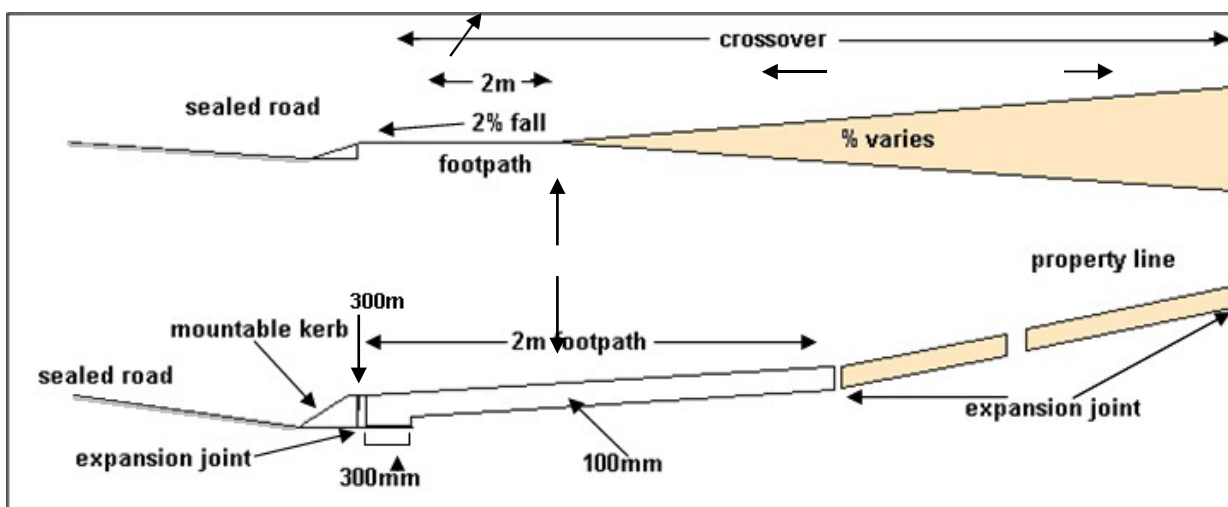
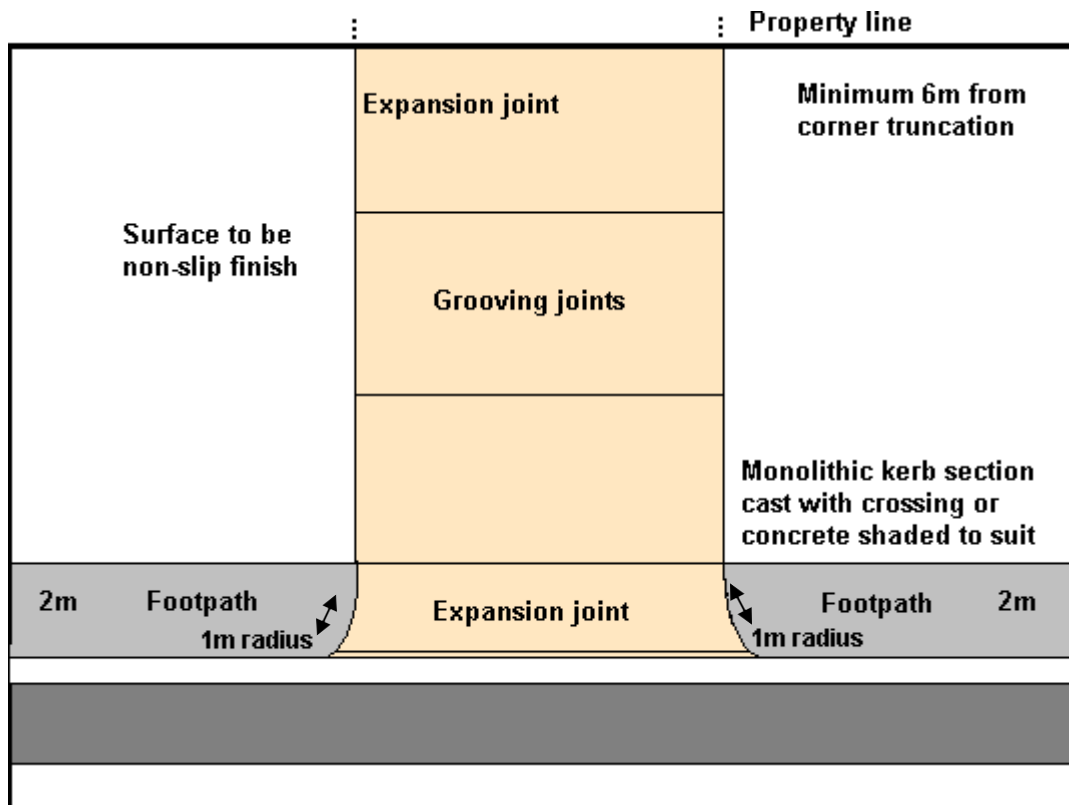
Whose responsibility is it to maintain the crossover?

- The property owner is responsible for the Maintenance of the crossover to the satisfaction of the council. If a crossover requires reconstruction, the cost of the reconstructed crossover is not entitled to a subsidy.

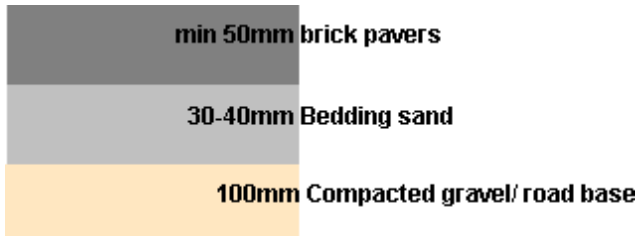
RESIDENTIAL DRIVEWAY WITHOUT KERB



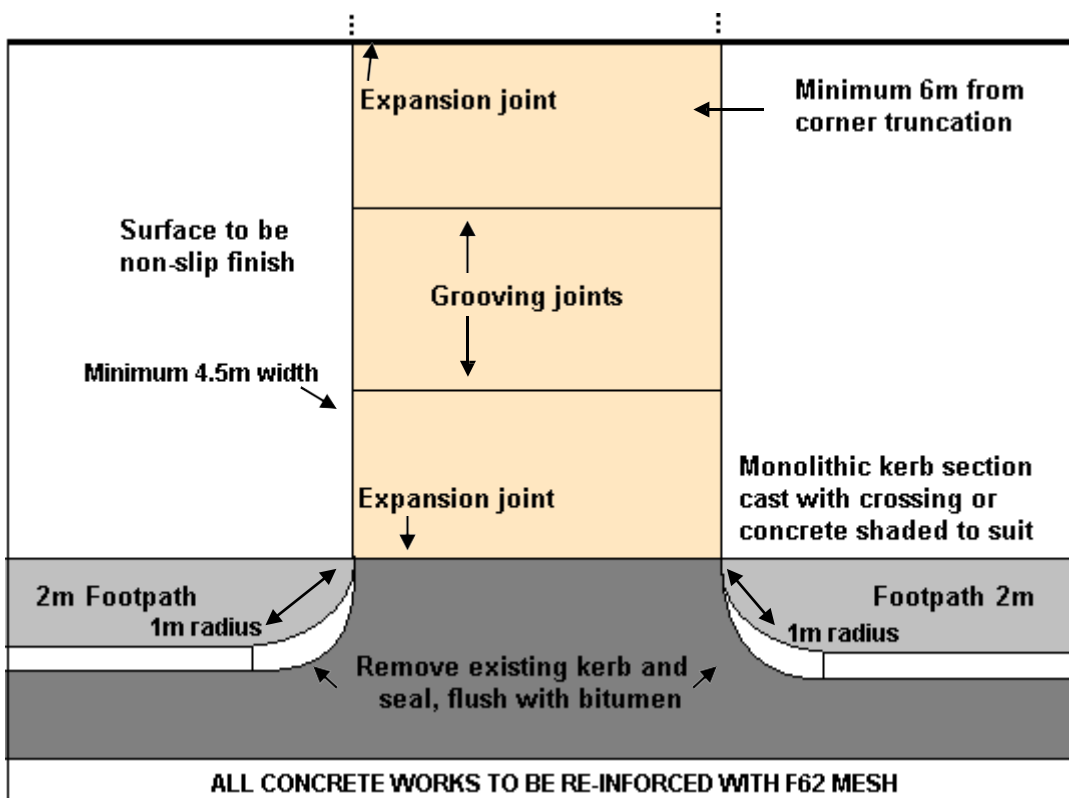
RESIDENTIAL DRIVEWAY WITH KERB



DRIVEWAY CONSTRUCTED WITH PAVING



COMMERCIAL DRIVEWAY



Application for Crossover Rebate

Applicant Details:		
Name:		
Address:		
Home Phone:	Mobile:	Email Address:
Do you have the property owners approval:		
Signature:		Date:
Crossover Details:		
Property owners name:		
Address:		
Home Phone:	Mobile:	Email Address:
Location /Address:		
Contractor:		
Cost/s:		
Material used (please tick): Brick Pavers <input type="checkbox"/> Concrete <input type="checkbox"/> Asphalt <input type="checkbox"/>		
Total Cost:		

Shire contribution on the basis of a standard crossover

Standard Crossover	= 6m x 3m = 18 m ² .
Shire Pays	50% @\$70 p m ² .
Therefore	=.18 m ² x 50% =9 m ² .
	3 m ² . @\$70 = \$630.00

9.1.2 Amended Local Planning Policy No.6 – Development in Flood Prone Land

File Reference:	2.064
Applicant:	Nil
Previous Item:	OCM February 2009 19/09
Author:	Executive Manager Development and Community Services
Disclosure of Interest:	Nil
Voting Requirements:	Simple
Attachments:	Attachment 9.1.2A Amended Local Planning Policy No.6 – Development in Flood Prone Land Attachment 9.1.2B Current Local Planning Policy No.6 – Development in Flood Affected Areas

Summary

For Council to consider the adoption, for the purpose of advertising, draft amendments to Local Planning Policy No.6 Development in Flood Prone Land (Policy) currently titled Development in Flood Affected Areas (Attachment 9.1.2A).

Background

In February 2009, Council adopted a local planning policy (Attachment 9.1.2B) to regulate development within flood affected areas of the Hotham, Bannister and Crossman Rivers. The local planning policy complements the Floodplain Management Study prepared in 2009 and has assisted the Council and Shire administration in assessing development applications.

The Shire has been undertaking a review of its local planning policies and considers it timely for a review of this Policy. The review of the Policy has been undertaken with reference to the West Australian Local Government Association (WALGA) model local planning policy and in consultation with the Department of Water and Environmental Regulation.

Comment

The floodplain management study prepared in 2009 was based on detailed hydrologic and hydraulic modelling of the study area. It is still considered adequate and therefore has not been reviewed in the context of this Policy review.

The following modifications have been made to the Policy.

- Restructure the policy to follow the WALGA model where relevant.
- Retitle the Policy from Development in Flood Affected Areas to Development in Flood Prone Land.
- Revise policy introduction and objectives accordingly.
- Ensure all references to Local Planning Scheme No.2 are removed and replaced with reference to Local Planning Scheme No.3 (LPS 3) and specifically to Special Control Area 1 Flood Prone Land as defined in LPS 3.
- Revised policy application area to all land contained within Special Control Area (SCA) 1 and to all land within one hundred metres of a watercourse or a section of a watercourse that is not defined in SCA1.
- Updated policy statement and provisions for development proposed within SCA1.
- Revised definitions.

Consultation

The draft policy has been prepared in consultation with the Department of Water and Environmental Regulation.

Clauses 4 & 5 of the *Planning and Development (Local Planning Schemes) Regulations 2015* outline the procedure for making and amending local policies. As outlined, the Policy will need to be advertised for 21 days. On cessation of this period, all submissions will be considered in the final modification of the revised Policy to be presented to Council.

Strategic Implications

Aspiration	Planet
Outcome 6	A resilient community
Objective 6.1	Strengthen community resilience to cope with natural disasters and emergencies including pandemics, storms, flooding and fire.

Legislative Implications

Planning and Development Act 2005

Planning and Development Act (Local Planning Schemes) Regulations 2015

Policy Implications

The amended Policy is aimed to improve procedural and governance aspects of the Shire's development control responsibilities with flood prone areas.

Financial Implications

No change to the application fee is proposed.

Economic Implications

High flood risk can lead to economic implications such as rising insurance costs.

Social Implications

Severe flood events can cause psychosocial stress on communities.

Environmental and Climate Change Implications

Flood prone areas are natural buffers and controlling development within these areas will prevent clearing of vegetation and filling of land which increase runoff and erosion.

Risk Considerations

Risk Statement and Consequence	Failure to review and amend the Local Planning Policy may not align with the latest advice on developing land within flood prone areas.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Ensure planning polies are reviewed regularly and remain relevant and useful for present circumstances.

Officer Recommendation

That Council, pursuant to clauses 4 and 5 of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015*, endorse draft amendments to *Local Planning Policy No.6 Development in Flood Prone Land* as provided as an attachment to this report for the purpose of advertising, and seek public comment for not less than 21 days.

Local Planning Policy No. 6 – Development in Flood Prone Land

1.0 Citation

This is a Local Planning Policy prepared under Schedule 2 of the *Planning and Development (Local Planning Schemes) Regulations 2015*. This Policy may be cited as Local Planning Policy 6 – Development in Flood Prone Land.

2.0 Introduction

It is Council's policy to adopt a precautionary approach to flooding risks. To achieve this, the Shire will require proponents seeking development, subdivision, scheme amendment, structure plan, and local development plan approval and other works to take account of flooding risks.

The Shire has adopted the 1 in 100 (1%) Annual Exceedance Probability (AEP) flood as the design flood event for consideration in land use planning and development applications.

3.0 Objectives

The objectives of this Policy are to:

- a) Mitigate flood risk to life, human safety, property, and community infrastructure.
- b) Take a long-term strategic perspective relating to flood risks including ensuring that more intensive subdivision and development:
 - i. Has adequate flood protection now and into the future.
 - ii. maintains the free passage and temporary storage of floodwaters; and
 - iii. recognises the conservation significance of the floodplain and protect the water quality of waterways as a natural resource.
- c) Promote the sound use, management, and tenure of the floodplain.

4.0 Applications subject of this Policy

This Policy applies to the area within Special Control Area 1 (SCA1) in Local Planning Scheme 3 (LPS3). SCA1 has been defined based on flood modelling.

There are also flooding risks outside of SCA1 where land may be subject to overland flow and/or inundation but have not yet been modelled/mapped.

This Policy also applies to all land within one hundred metres of a watercourse, or a section of a watercourse that is not defined in SCA1.

5.0 Application Requirements

The Shire requires that applicants suitably demonstrate a site's suitability and capability for subdivision and associated development which includes addressing flood risk. For development within SCA1 this includes addressing matters set out in Part 5 Table 7 of LPS3.

6.0 Policy Statement

6.1 General

- 6.1.1 The Shire will adopt a precautionary approach to flooding risk. The 'onus of proof' rests with the applicant to justify their proposal and associated management of flooding risks.



- 6.1.2 The Shire will seek advice from the Department of Water and Environmental Regulation (DWER) and/or other agencies as appropriate on proposals. The Shire shall have due regard to the advice and recommendations of agencies on any application for approval on flood prone land.
- 6.1.3 Proposed subdivision and development will be assessed on case-by-case basis. Some of the factors considered include the depth of flooding, velocity of flow, potential obstruction to flow, possible structural and flood damage, isolation risk and evacuation potential and any regional benefits. A proponent may be required to collect information and prepare technical studies to the satisfaction of the Shire that flood risk can be adequately managed in line with the objectives of this Policy.
- 6.1.4 Should development be considered acceptable, minimum habitable floor levels are to be at least of 0.5m above the appropriate 1 in 100 (1%) AEP flood level. Non-habitable floor level requirements will be assessed based on an assessment of the risk of each individual proposal. As a guide, the Shire will require a freeboard of 0.15m for non-habitable buildings.
- 6.1.5 The Shire may require the minimum finished floor level to be certified by a licensed surveyor. This will be required as a condition of development or subdivision approval.
- 6.1.6 No earthworks are permitted within SCA1 without the approval of the Shire.
- 6.1.7 The Shire seeks to ensure that essential services, which may include but are not limited to fire control panels, electrical switchboards, and telephone services, are located above the 1 in 100 (1%) AEP flood level with a freeboard of 0.5m.
- 6.1.8 Key community infrastructure such as power supplies, communication centres, hospitals, aged care facilities, emergency response headquarters and evacuation centres may also require additional protection to ensure that they are fit for purpose in emergency response and recovery.
- 6.1.9 If the proposal is located in a flood risk area, in the opinion of the Shire, where no hydrologic and hydraulic modelling data is available, the Shire may require the proponent to engage (at their cost) a suitably qualified professional to undertake an appropriate hydrologic and hydraulic assessment to the satisfaction of the Shire and/or DWER.
- 6.1.10 The Shire does not favour the use of levees to mitigate flood risk to proposed development/s. Levees will only be considered where there is no reasonable alternative or to protect existing developments.
- 6.1.11 Landowners and servicing authorities should take all practical steps to address flooding risks subject to gaining necessary approvals.

6.2 Land within the Floodway

6.2.1 Development Applications

The Shire does not support development application and new or additional development, buildings, and structures, in the floodway unless otherwise provided for in the Policy.

The Shire requires proponent's to suitably locate proposed new development.



Where the property subject to the Development Application includes land located outside of the floodway, the Shire will not approve a new building or structure on land within the floodway. This includes where the site is subject to a total redevelopment.

Consent for development in the floodway will not be granted unless:

- It is to replace an existing approved building or structure where the entire lot is located within the floodway and the existing building/structure is demolished or removed. Further, the proposed building/structure footprint is no greater compared to the former building/structure.
- The entire lot is located with the floodway and the proposed use is permitted by LPS3 (a “P” use).
- The change of use does not intensify the anticipated number of people on the site or increase risks in the opinion of the Shire; and
- The proponent demonstrates there is an over-riding public benefit.

Minor additions to existing dwellings that do not increase the habitable area at ground level, such as veranda or patio, will be considered on their merit.

Should the Shire issue development consent, it may include conditions addressing, but not limited to, the following:

- Building materials are flood compatible, including building foundations being designed to withstand scouring and undermining by moving floodwaters. This may require a certification that the building/structure can withstand fast-flowing waters to the standard set by the Shire.
- Vehicular access and/or evacuation routes are designed for two-wheel drive vehicles to the satisfaction of the Shire.
- A notification is included on the Certificate of Title advising landowners in perpetuity of the flooding risks, with costs to be met by the proponent; and
- The proponent enters into a flood/erosion indemnity agreement with the Shire, with costs to be met by the proponent.

Based on SCA1 of LPS3, a development application is required for ‘all development’. This Policy, based on Schedule 2, Part 7, Clause 61, varies the requirement when development approval is required for the following:

- Swimming pools.
- Air conditioning units.
- Satellite dishes.
- Rural style boundary fencing (which is not solid fencing); and
- Other minor development that presents limited flooding risk in the opinion of the Shire.

6.2.2 Subdivision Applications

The Shire will not support subdivision applications proposing new lots that are entirely within the floodway.

The Shire will consider, on its merits, subdivision applications that suitably demonstrate that:

- Each lot contains an area, outside of the floodway, which is appropriately



sized and located for the anticipated use which includes appropriate setbacks to property boundaries; and

- Vehicular access, between the public road system and the identified development area for each lot, will not be cut off in a major flood event.

The Shire will support boundary adjustments provided that:

- Each lot contains an area, outside of the floodway, which is appropriately sized and located for the anticipated uses; and
- Vehicular access, between the public road system and the identified development area for each lot, will not be cut off in a major flood event.

The Shire will seek the inclusion of a condition, for any lot within the floodway, requiring that a notification be included on the Certificate of Title advising landowners in perpetuity of the flooding risks.

6.2.3 Scheme Amendments (Rezoning)

The Shire will not support a scheme amendment request that proposes to increase the intensification of land use and/or increase risks for areas within the floodway.

6.2.4 Other Works

The Shire will seek to minimise locating infrastructure in the floodway. Where new or replacement infrastructure is proposed to be in a floodway, the Shire will ensure its design takes account of the flooding to ensure the risk to adjoining and nearby properties are not adversely affected.

6.3 Land outside the Floodway (includes Flood Fringe)

6.3.1 Development Applications

The Shire will favourably consider Development Applications outside the floodway, provided they meet minimum floor levels of 0.5m above the 1 in 100 (1%) AEP flood level (unless otherwise provided for in this Policy). This is subject to other planning, servicing, environmental and landscape considerations being appropriately addressed to the satisfaction of the Shire.

The Shire will only consider variations to minimum floor level requirement where the proponent suitably justifies, to the satisfaction of the Shire, the following:

- It is an extension to an existing building where there are genuine constraints of integrating the proposed extension to the existing building.
- The recommended levels will result in a significant impact on the landscape, amenity, and aesthetics of the locality.
- The proposed structure is a Class 10 building/structure as set out in the National Construction Code of Australia, not involving human habitation, where the Shire will support a freeboard of 0.15m above the 1 in 100 (1%) AEP flood level; and
- The proponent demonstrates there is an over-riding public benefit.

6.3.2 Subdivision Applications



The Shire will consider, on its merits, subdivision applications outside the floodway that suitably demonstrate that:

- Each lot contains an area, outside of the floodway, which is appropriately sized and located for the anticipated use; and
- Vehicular access, between the public road system and the identified development area for each lot, will not be cut off in a major flood event.

The above is subject to the proponent suitably addressing other planning, servicing, environmental and landscape considerations to the satisfaction of the Shire.

6.3.3 Scheme Amendments (Rezoning)

The Shire will consider, on its merits, scheme amendment requests outside the floodway provided the proponent can demonstrate that each proposed lot:

- Contains an area, outside of the floodway, which is appropriately fixed and located for the anticipated use; and
- Has vehicular access, between the public road system and the identified development area for each lot, will not be cut off in a major flood event.

The above is subject to the proponent suitably addressing other planning, servicing, environmental and landscape considerations to the satisfaction of the Shire.

6.3.4 Other Works

Where new or replacement infrastructure on land outside the floodway, the Shire will ensure its design considers the flooding and ensures flood risk to adjoining and nearby properties is not detrimentally impacted.

7.0 Definitions

In this Policy, the following definitions apply:

Annual Exceedance Probability (AEP) – The likelihood of the occurrence of a flood (or rainfall event) of a given or larger size occurring in any one year, usually expressed as a percentage.

Department of Water and Environmental Regulation (DWER) – Means the State Government's lead agency that is responsible for floodplain management strategies and floodplain advice and includes any other agency should it be renamed.

Floodplain - the area inundated in a flood event on a waterway, which may include the floodway and flood fringe areas.

Floodway - an area of land within the floodplain where generally there is a high flood risk and floodwaters are flowing fast and deep.

1 in 100 (or 1 %) AEP Flood Level – The peak water level for a particular location in the 1 in 100 AEP flood event. This flood event has been adopted as the design flood event for planning and is used as a basis for determining minimum habitable building floor levels.

Freeboard – The height above a defined flood level which is used to provide a factor of safety in the



setting of floor levels which, in this Policy, is typically 0.5 metres unless otherwise indicated.

Throughout the Policy, 'proponent' can refer to 'developer' or 'subdivider,' while 'proposal' can refer to development application, subdivision application, scheme amendment request, structure plan request and local development plan request or other works were considered appropriate by the Shire.

Policy Number / Name	No.6 Development in Flood Prone Land
Adopted by Council	24 February 2009
Amended	



SHIRE OF BODDINGTON

PLANNING POLICY 6 - DEVELOPMENT IN FLOOD AFFECTED AREAS

1. Policy Statement

It is Council's policy to adopt a precautionary approach to flooding risks. To achieve this, the Council will require proponents seeking planning (development), subdivision, scheme amendment, structure plan, and development guide plan approval and other works to take account of flooding risk, including risks set out in the Shire of Boddington Floodplain Management Study.

2. Background and Issues

The Shire of Boddington Floodplain Management Study (to be called the "Flood Study") was prepared by Sinclair Knight Merz. The Flood Study consists of two documents:

- Shire of Boddington Floodplain Management Study - Floodplain Management Strategy; and
- Shire of Boddington Floodplain Management Study - Flood Modelling Report.

The Flood Study is a strategic document that has implications for development and related matters for areas in and around Boddington that are affected by flooding risk.

3. Definitions

In this policy, the following definitions apply:

Australian Height Datum (AHD) - Based on the mean sea level of Australia, a reference level to which the Flood Study has been prepared.

Average Recurrence Interval (ARI) – The average or expected period between exceedance of a given rainfall intensity or peak discharge (the likelihood of occurrence of a flood event).

Department of Water - Means the State Government's lead agency that is responsible for floodplain management strategies and floodplain advice and includes any other agency should it be renamed.

1 in 100 Year Flood Level - The 100 year average recurrence interval (ARI) flood level which is used as a basis for determining minimum building floor levels.

Freeboard - The height above a defined flood level which is used to provide a factor of safety in the setting of floor levels which, in this policy, is typically 0.5 metres (500mm) unless otherwise indicated.

Flood Fringe - The area of the floodplain which may be acceptable to fill subject to gaining relevant approvals.

Floodway - The area of the floodplain where significant flow or storage of water occurs during a flood event.

Hydraulic - The study of water flow in waterways, in particular, the evaluation of flow parameters such as water level and velocity.

Hydrology (hydrologic) - The study of the rainfall and runoff processes, in particular, the evaluation of peak flows, flow volumes and the derivation of hydrographs for a range of floods.

Minimum Building Floor Level - A minimum building floor level generally 0.5 metre (500mm) above the designated 100 year ARI flood level is set to achieve adequate flood protection to development.

Throughout this policy, “proponent” can refer to “developer” or “subdivider”, while “proposal” can refer to “planning (development) application, subdivision application, scheme amendment request, structure plan request and development guide plan request or other works” where considered appropriate by Council.

4. Objectives

The objectives of this policy are to:

- clearly set out the Council’s approach to development and subdivision in flood affected areas;
- provide guidance to developers, subdividers, landowners, the community, other stakeholders and the Shire administration to ensure new developments and subdivisions appropriately address flood risk as set out in the Flood Study;
- clarify the status of the Flood Study from the Council’s perspective;
- take a long term strategic perspective relating to flood risks including ensuring that more intensive subdivision and development is not impacted by flooding;
- take a precautionary approach, in order to minimise flood risk to people, property and infrastructure, and require proponents to suitably justify why there should be a departure from this policy;
- ensure that new buildings achieve a finished floor level suitable to prevent water from flooding and/or a storm event having an average recurrence interval of 1 in 100 years from entering the building;
- support compatible development that recognises the floodplain coincides with areas of high conservation significance; and
- promote the sound use, management and tenure of the floodplain.

5. Application of the Policy

This policy applies to all areas of the municipality affected by flooding, including flood affected areas outside of the area covered by the Flood Study.

The Flood Study highlights there is also flooding risk outside of the areas identified in Appendix B of the Floodplain Management Strategy. Various properties, throughout the municipality, are subject to significant stormwater overland flow and/or inundation but have not yet been mapped using hydrologic and hydraulic modelling.

6. Links to Town Planning Scheme and other documents

This policy relates to various requirements set out in the Shire of Boddington Town Planning Scheme No. 2 (TPS2), Council’s Local Planning Strategy, State Planning Policies 2, 2.9 and 3.4 and the Flood Study.

7. Policy Provisions

7.1 General

7.1.1. The Council will adopt a precautionary approach to flooding risk in the floodway, the flood fringe and other flood affected areas. The “onus of proof” rests with the applicant to justify their proposal and associated flooding risks.

7.1.2 Subdivision and development in the floodway is generally not supported and will only be considered in exceptional circumstances, that are appropriately justified by the proponent, which may require the provision of technical details from a suitable professional to the satisfaction of Council.

7.1.3 The Council will use the latest version of the Flood Study to assess proposals. However, where there are variations between the Flood Study and this policy, this policy prevails.

7.1.4 The Council will make decisions based on the areas identified as floodway and flood fringe in the latest available Flood Study (specifically in Appendix B of the Floodplain Management Strategy).

7.1.5 The recommended minimum finished floor level will be determined using those set out in the Flood Study and then adding 500mm to the 1 in 100 year flood levels unless otherwise provided for in this policy.

7.1.6 The Council will require the minimum finished floor level to be certified by a licensed surveyor. This will be required as a condition of planning consent or subdivision approval.

7.1.7 The level of information required by the Council, including contour information and technical support, is required to be sufficient to meet the legal requirements of TPS2 and to enable the Council to appropriately determine the proposal and its impacts.

7.1.8 For land outside of the study area (set out in Appendix B of the Floodplain Management Strategy) that may have flooding risk, adjacent to waterways and overland flow paths, the Council will require the proponent to suitably demonstrate that their proposal addresses flooding risk to the satisfaction of Council.

7.1.9 No earthworks are permitted in the floodplain as set out by the Flood Study without the approval of Council. The Council will seek to ensure that any earthworks do not adversely impact on the hydraulic conveyance or flood storage.

7.1.10 Clearing of vegetation will generally not be permitted in the floodway or flood fringe unless suitably justified by the proponent and the clearing request is approved by the Department of Environment and Conservation and/or Council.

7.1.11 The Council seeks to ensure that essential services, which may include but are not limited to fire control panels, electrical switchboards and telephone services, are located above the 1 in 100 flood level with a freeboard of 0.5 metres.

7.1.12 If the proposal is located in a flood risk area, in the opinion of Council, where no hydrologic and hydraulic modelling data is available, the Council may require the proponent to engage a suitably qualified engineer to undertake an appropriate hydrologic and hydraulic assessment to the satisfaction of the Council and/or the

Department of Water. Where such an assessment is required, the assessment is to be submitted in a format which is compatible with the Department of Water's software to enable checking of data.

7.1.13 The Council will seek advice from the Department of Water and/or other agencies as appropriate on proposals.

7.1.14 The Council does not favour the use of levees. This is because there is the possibility that levees can be breached or overtopped in extreme storms, which can lead to an increase in damage and subsequently greater potential for damage, and there is no guarantee that the levees will remain with the land.

7.1.15 Landowners and servicing authorities should take all practical steps to address flooding risks subject to gaining necessary approvals.

7.2 Land within Floodways

7.2.1 Policy Statement

The Council will:

- prohibit and/or restrict further buildings, structures, development, site works, fencing and landfill which will adversely affect the flow of floodwaters, to the extent where upstream, adjoining and nearby flood levels will increase, or where the risk to people and property will increase;
- seek to ensure that any building development that is approved will not create any undue risk to life or property; and
- seek to ensure the floodway is appropriately managed.

7.2.2 Planning Applications (Development Applications)

The Council does not support planning applications and new or additional development, buildings and structures in the floodway unless otherwise provided for in this policy.

The Council requires proponent's to suitably locate proposed new development. Where the property subject to the Planning Application includes land located outside of the floodway, the Council will not approve a new building or structure on land within the floodway. This includes where the site is subject to a total redevelopment.

The Council may require proponents to include a report/assessment from a suitably qualified engineer, who holds appropriate professional indemnity insurance, addressing risk management, solutions and certifying the proposed development from an agreed level of flood risk to the satisfaction of Council.

Planning consent for development in the floodway will not be granted unless:

- it is to replace an existing approved building or structure where the entire lot is located within the floodway and the existing building/structure is demolished or removed. Further, the proposed building/structure footprint is no greater and is designed to reduce flooding risk compared to the former building/structure, yet does not have a detrimental impact on other properties;
- the entire lot is located within the floodway and the proposed use is permitted by TPS2 (a "P" use);

- the change of use does not intensify the anticipated number of people on the site or generally increase risks in the opinion of Council; and
- the proponent demonstrates there is an over-riding public benefit and it is a temporary structure.

The use of appropriate housing forms to achieve the required floor levels and/or reduce flood risk, such as particular methods of construction and certain types of materials which are better suited to withstand the damaging effect of floodwaters, 2 storeys with habitable rooms on the first floor, or stumped houses, as opposed to filling of the site, should be considered by proponents.

Minor additions to existing dwellings that do not increase the habitable area at ground level, such as a veranda or patio, will be considered on their merit subject to confirmation from the Department of Water that the new development will not adversely affect the free flow of floodwaters.

Should Council issue planning consent, it may include conditions addressing, but not limited to, the following:

- the building/structure is set at a height to the Council's satisfaction, which typically will be a minimum of 0.5 metres above the 1 in 100 year flood level;
- a licensed surveyor confirms that the required floor level has been met;
- building materials are flood compatible, including building foundations being designed to withstand scouring and undermining by moving floodwaters. This may require a practicing engineer certifying that the building/structure can withstand fast-flowing waters to the standard set by Council;
- require a suitable drainage system (either subsoil and/of above ground) to be designed, installed and maintained by the property owner (to prevent impact on adjoining properties if filling occurs);
- all electrical services are located above the designated 1 in 100 year flood level;
- vehicular access and/or evacuation routes are designed for two-wheel drive vehicles to the satisfaction of Council;
- a notification is included on the Certificate of Title advising landowners in perpetuity of the flooding risks, with costs to be met by the proponent; and
- the proponent enters into a flood / erosion indemnity agreement with Council, with costs to be met by the proponent.

All Planning Applications proposing development in the floodway will be reported to Council for determination.

No Planning Application is required for structures such as swimming pools, air conditioning units, satellite dishes, rural style boundary fencing (which is not solid fencing) and other minor development as set out in TPS2 that presents limited flooding risk in the opinion of Council due to their location, lower cost to replace, the right to fence property boundaries and intended purpose.

7.2.3 Subdivision Applications

The Council will not support subdivision applications proposing new lots that are entirely within the floodway.

The Council will consider, on its merits, subdivision applications that suitably demonstrate that:

- each lot contains an area, outside of the floodway, that is appropriately sized and located for the anticipated use which includes appropriate setbacks to property boundaries; and
- vehicular access, between the public road system and the identified development area for each lot, will not be cut off in a major flood event.

The Council will support boundary adjustments (subdivision/amalgamation applications) provided that:

- each lot contains an area, outside of the floodway, that is appropriately sized and located for the anticipated use; and
- vehicular access, between the public road system and the identified development area for each lot, will not be cut off in a major flood event.

The Council will seek the inclusion of a condition, for any lot within the floodway, requiring that a notification is included on the Certificate of Title advising landowners in perpetuity of the flooding risks.

The Council will apply the following approach to the management and tenure of the floodway:

- should the subdivision application be within or near the Boddington and Ranford townsites, in the opinion of Council, the Council may recommend to the Western Australian Planning Commission (WAPC) that the floodway be ceded to the Crown for conservation/drainage purposes free of cost. This will typically be requested if the subdivision application proposes residential lots and may include where the subdivision application proposes rural residential, tourist, commercial, industrial or possibly rural small holding uses. The condition will be requested to progressively improve community access to the foreshore and/or assist in conservation initiatives in the opinion of Council;
- rural small holding subdivisions will be assessed on their merits, although public access may be secured such as through an easement in favour of the Shire of Boddington or a public access way; and
- the Council will typically not seek to have the floodway portions of rural lots ceded to the Crown (generally this land will continue to be privately owned and managed) unless there is an overriding public benefit in the opinion of Council.

The Council may recommend to the WAPC that a condition be imposed regarding the preparation and implementation of a Foreshore Management Plan or other required strategy.

7.2.4 Scheme Amendments (Rezoning)

The Council will not support scheme amendment requests that propose to increase the intensification of land use and/or generally increase risks for areas within the floodway.

The Council may require the scheme amendment request and/or documentation to be supported by relevant studies and/or plans including addressing land management and conservation considerations.

Where the scheme amendment request also includes areas outside of the floodway, the Council may seek to ensure that the zoning and/or reservation of the floodway is appropriate to improve community access to the foreshore and/or assist in

conservation initiatives in the opinion of Council. The Council will typically apply the principles set out in section 7.2.3 on management and land tenure for the floodway.

The Council may require the proponent and/or suitable professional to identify the extent of flooding risk, for areas outside of Appendix B of the Floodplain Management Strategy, to the satisfaction of the Department of Water and the Council.

7.2.5 Other Works

The Council will seek to minimise locating infrastructure in the floodway. Where new or replacement infrastructure is located in a floodway, the Council will ensure its design takes account of the flood risk to adjoining and nearby properties so that is no worse than the current situation, or the flooding risk to adjoining and nearby properties is lowered.

The Council seeks the support of Commonwealth Government agencies, State Government agencies and servicing authorities to ensure that they design infrastructure to take account of flood risks, including on upstream, adjoining and nearby land owned by other parties. Further, they should ensure that their infrastructure is optimally located and designed to achieve suitable levels of service, having regard to the processes and policies of the administering government agency or servicing authority.

7.3 Land within the Flood Fringe

7.3.1 Policy Statement

The Council will seek to ensure that:

- development and subdivision will not create any undue risk to life or property;
- buildings, structures, development, site works, fencing and landfill will not adversely affect the flow of floodwaters, to the extent where upstream, adjoining and nearby flood levels will increase, or where the risk to people and property will increase; and
- the flood fringe is appropriately managed.

7.3.2 Planning Applications (Development Applications)

The Council will favourably consider Planning Applications, within the flood fringe, provided they meet minimum floor levels of 0.5m above the 1 in 100 year flood level (unless otherwise provided for in this policy) as specified on the plans accompanying the Flood Study. This is subject to other planning, servicing, environmental and landscape considerations being appropriately addressed to the satisfaction of Council.

Planning consent for new buildings and structures within in the flood fringe are required to meet the identified floor level set out in the Flood Study plus a freeboard of 0.5 metres (unless otherwise provided for in this policy). The Council will only consider variations to this where the proponent suitably justifies, to the satisfaction of Council, the following:

- it is an extension to an existing building where there are genuine constraints of integrating the proposed extension to the existing building;
- the recommended levels will result in a significant impact on the landscape, amenity and aesthetics of the locality;

- the proposed structure is a Class 10 building/structure as set out in the Building Code of Australia, not involving human habitation, where the Council will support a freeboard of 0.15m (150mm) above the 1 in 100 flood level; and
- the proponent demonstrates there is an over-riding public benefit and it is a temporary structure.

Should Council issue planning consent, it may include conditions addressing, but not limited to, the following:

- the building/structure is set at a height to the Council's satisfaction, which typically will be a minimum of 0.5 metres above the 1 in 100 year flood level;
- a licensed surveyor confirms that the required floor level has been met;
- building materials are flood compatible, including building foundations being designed to withstand scouring and undermining by moving floodwaters. This may require a practicing engineer certifying that the building/structure can withstand fast-flowing waters to the standard set by Council;
- require a suitable drainage system (either subsoil and/of above ground) to be designed, installed and maintained by the property owner (to prevent impact on adjoining properties if filling occurs);
- all electrical services are located above the designated 1 in 100 year flood level;
- vehicular access and/or evacuation routes are designed for two-wheel drive vehicles to the satisfaction of Council;
- a notification is included on the Certificate of Title advising landowners in perpetuity of the flooding risks, with costs to be met by the proponent; and
- the proponent enters into a flood / erosion indemnity agreement with Council, with costs to be met by the proponent.

All Planning Applications proposing development in the flood fringe, below the required flood level set out in the flood study plus a freeboard of 0.5 metres (other than a Class 10 building/structure as set out in the Building Code of Australia), will be reported to Council for determination.

7.3.3 Subdivision Applications

The Council will consider, on its merits, subdivision applications in the flood fringe that suitably demonstrate that:

- each lot contains an area, outside of the floodway, that is appropriately sized and located for the anticipated use; and
- vehicular access, between the public road system and the identified development area for each lot, will not be cut off in a major flood event.

The above is subject to the proponent suitably addressing other planning, servicing, environmental and landscape considerations to the satisfaction of Council.

The Council will recommend to the WAPC that a subdivision condition be imposed on residential, rural residential (building envelope and vehicular access), tourist, commercial and industrial lots requiring the land to be suitably filled to meet the minimum floor level set in the Flood Study plus a freeboard of 0.5 metres, along with the land being suitably drained. Where this condition is imposed by the WAPC, the Council will not issue clearance of the Deposited Plan until proposed lots and/or approved development footprints/building envelopes are suitably filled and drained.

For rural small holding and rural subdivisions, the Council will likewise require each proposed lot to have:

- an area, outside of the floodway, that is appropriately sized and located for the anticipated use; and
- vehicular access, between the public road system and the identified development area for each lot, will not be cut off in a major flood event.

The Council will typically not require the development footprint/building envelope of proposed rural small holding and rural lots to be filled prior to the creation of titles. However, the Council will require suitable notification to prospective purchasers and/or successors being included on the Certificate of Title to state that the lot is impacted by flooding, the approved building envelope location (or building exclusion area) and the minimum floor level as set out by the Flood Study and this policy.

7.3.4 Scheme Amendments (Rezoning)

The Council will consider, on its merits, scheme amendment requests in the flood fringe provided the proponent can demonstrate that each proposed lot:

- contains an area, outside of the floodway, that is appropriately sized and located for the anticipated use; and
- has vehicular access, between the public road system and the identified development area for each lot, will not be cut off in a major flood event.

The above is subject to the proponent suitably addressing other planning, servicing, environmental and landscape considerations to the satisfaction of Council.

The Council may require the scheme amendment request and/or documentation to be supported by relevant studies and/or plans including addressing land management, tenure and conservation considerations.

7.3.5 Other Works

Where new or replacement infrastructure is located in the flood fringe, the Council will ensure its design takes account of the flood risk to adjoining and nearby properties so that is no worse than the current situation, or the flooding risk to adjoining and nearby properties is lowered.

The Council seeks the support of Commonwealth Government agencies, State Government agencies and servicing authorities to ensure that they design infrastructure to take account of flood risks, including on upstream, adjoining and nearby land owned by other parties. Further, they should ensure that their infrastructure is optimally located and designed to achieve suitable levels of service, having regard to the processes and policies of the administering government agency or servicing authority.

8. Approval Authorisation

Authority to implement the policy will be delegated to the Chief Executive Officer, other than as outlined in this policy.

9. Final Adoption

Final adoption of the policy was resolved by Council on 24 February 2009.

9.1.3 Council Policy Temporary Accommodation

File Reference: 2.015
Applicant: Nil
Previous Item: OCM February 2025 | Resolution 9/25
Author: Executive Manager Development and Community Services
Disclosure of Interest: Nil
Voting Requirements: Simple
Attachments: Attachment 9.1.3A Council Policy Temporary Accommodation

Summary

Council is requested to adopt the draft Council Policy Temporary Accommodation (Policy) as outlined in Attachment 9.1.3A, formerly titled shed / caravan accommodation.

Background

An amended Council Policy Shed / Caravan Accommodation was presented to Council in February 2025, due to recent changes to the *Caravan Parks and Camping Grounds Regulations 1997*, now allowing Local Governments the ability to permit camping on land for a period of up to twenty-four months.

Council considered an amended Council Policy Shed / Caravan Accommodation and resolved to defer the item to allow further consideration of the policy implications.

Council requested further information and that a review of other local governments' Council policies in relation to temporary accommodation and caravans be considered.

Comment

Following this review, the following changes are suggested for the Policy.

1. Change the title of the Policy from Shed / Caravan Accommodation to Temporary Accommodation.
2. Remove 'and sheds' from the purpose.
3. Remove the requirement to be an 'owner builder' so it applies to anyone with a valid building permit for a dwelling.
4. Increase the extension period from 6 months to 12 months, so that in total, 24 months can be considered.
5. Remove the section about sheds.
6. Insert section that ablutions may be within the caravan or provided on-site with an approved shed.
7. Insert a section that the site must remain tidy, and waste must be managed responsibly.
8. Add more definitions to provide more clarity and certainty around key provisions.

Consultation

Nil

Strategic Implications

Aspiration	Place
Outcome 7	Population growth responsible development and affordable housing.

Legislative Implications

Caravan Parks and Camping Ground Regulations 1997.

Policy Implications

Council Policy Shed / Caravan Accommodation.

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental and Climate Change Implications

Nil

Risk Considerations

Risk Statement and Consequence	Occupation of caravans is not considered in keeping with the character of the area and not consistent with other development in the locality.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Limit the approval of caravans to rural, rural smallholding and rural residential only for a period not exceeding 24 months and where a dwelling is being constructed on the land.

Officer Recommendation

That Council adopt the Temporary Accommodation Policy, formerly known as Shed / Caravan Accommodation.

Purpose

The purpose of this Policy is to establish guidelines concerning the occupation of temporary accommodation during the construction of a residence and to control the use of caravans ~~and sheds~~ as ~~long-term~~long-term temporary accommodation.

Scope

This Policy assists Shire of Boddington (Shire) Council members and employees in the exercise of discretion in respect to applications for temporary accommodation.

Definitions ~~-more definitions~~

Term	Meaning
Policy	This Shire of Boddington policy titled " <u>Shed/Caravan Temporary Accommodation</u> ".
<u>Temporary accommodation</u>	<u>Refers to the occupation of a caravan only</u>
<u>Caravan</u>	<u>Has the same meaning as the Caravan Parks and Camping Grounds Act 1995</u>
<u>Suitable Ablutions</u>	<u>Refers to shower, toilet and laundry which may either be contained in the caravan or provided for in a shed and must are required to be connected to an approved septic system.</u>

Policy Statement

~~Council~~ The Shire is to:

The following provisions allow for the use of temporary accommodation during the construction of a residence, ensuring appropriate health, safety, and amenity standards are upheld:

- ~~Allow~~ Camping on site is permitted for a period of up to twelve months in a caravan only, provided that suitable ablutions (shower, toilet, hand basin, laundry trough) and septics are erected, and ~~provided a a~~ building permit ~~as an owner builder~~ has been issued for a dwelling on the same lot;
- ~~Consider an e~~ Extension for a further ~~twelve~~six months, may be considered, dependent on the progress of the construction of the ~~dwelling~~dwelling.
- Ablutions may be contained within the caravan or provided on-site within an approved shed.
- The site must is required to remain tidy, and waste be managed responsibly.
- ~~Not allow camping in a shed for any period of time greater than three days in any twenty eight day period, but allow camping in a caravan located within a shed provided that suitable ablutions and septics are erected and provided a building permit as an owner builder has been issued for a dwelling on the same lot; and~~
- ~~Limit t~~ The approval for camping in this policy is limited to the zones of Rural, Rural Residential, and Rural Small Holding, as per Town Planning Scheme No. 3.

Responsible Officer	Executive Manager Planning <u>and</u> Development Services
History	Adopted 30 September 2020 (Resolution 115/20) Amended 23 March 2023 (Resolution 25/23)
Delegation	
Relevant Legislation	Caravan Parks and Camping Grounds Regulations 1997
Related Documentation	Shire of Boddington – Local Planning Scheme No.3

9.1.4 Business Assistance Grant Applications

File Reference: 3.000624
Applicant: Boddington Service Station
Boddington Tyre Service
Previous Item: Nil
Author: Coordinator Community and Economic Development
Disclosure of Interest: Nil
Voting Requirements: Simple
Attachments: 9.1.4A Boddington Service Station Application
9.1.4B Boddington Tyre Service Application

Summary

Council is requested to consider supporting two applications for Business Assistance Grant funding.

Background

The Business Assistance Grant provides financial assistance for local businesses to deliver projects and programs that support their growth and the Shire of Boddington's economy.

There are no specific funding rounds, so applications are accepted and assessed throughout the year. The funding provides financial support of up to \$5,000 for local businesses on a 50/50 basis. In-kind services and volunteer labour are eligible components for the applicant's contribution toward the total project costs.

For applications to be accepted and proceed to assessment they must meet the eligibility requirements laid out in the Business Assistance Grant Policy.

Applications are then assessed according to:

- The proposed project or program aligning with at least one of the Shire's goals outlined in the Council Plan such as Shopfront Improvements, Crime Prevention or Place Activation;
- The applicant demonstrating the feasibility of the proposed project or program and their capacity to successfully deliver it; and
- The proposed project or program is a discrete piece of work and is not, in the opinion of the Shire, a standard operational expense.

The Business Assistance Grant does not support recurrent operational funding, including but not limited to, wages, salaries or administrative overheads.

Comment

Two applications were received during April 2025 with a requested total of \$7,159 as follows:

Applicant	Project	Requested Funding
Boddington Service Station	Boddington Mural 'Since 1912'	\$3,250
Boddington Tyre Service	Security Camera and Front Door Upgrade	\$3,909

Applications received have been assessed in line with the eligibility and assessment criteria outlined in the Business Assistance Grant Policy. It is recommended to approve the application

from Boddington Service Station, and partially approve the application from Boddington Tyre Service.

Applicant	Project	Requested Funding	Officer Recommendation
Boddington Service Station	Boddington Mural Since 1912	\$3,250	\$3,250

Application Summary

Boddington Service Station is seeking funding to supply and install a mural for the wall on their premises fronting Pollard Street. The mural is intended to complement the other murals throughout the Town Centre and Boddington's history, including the timber industry, railways, mining and Rodeo. A copy of the application, along with draft copies of the mural, is found in Attachment 9.1.4A.

Assessment

- The application aligns with two priority areas being Shopfront Improvements and Place Activations, which resonate with the Council Plan.
- The project aligns with the principles of the Town Centre Revitalisation project.
- The project contributes toward creating an attractive and welcoming streetscape in a significant location, with prominent views from the Bannister Road, Pollard Street and Forrest Street intersection.
- There is potential to increase walkability with the project and transform a vacant space to provide an opportunity to celebrate Boddington's unique history.
- The applicant has the capacity to deliver the project by matching the Shire's 50% funding contribution, as well as by allocating their staff time to deliver it.
- The proposed project aligns with the assessment criteria by remaining a discrete piece of work that has not already commenced and is not considered a standard operational expense.

Recommended to approve the requested funding amount of \$3,250.

Applicant	Project	Requested Funding	Officer Recommendation
Boddington Tyre Service	Security Camera and Front Door Upgrade	\$3,909	\$3,022

Application Summary

Boddington Tyre Service is seeking funding to install CCTV and upgrade their front door to enhance safety to their business, as well as to the surrounding area. A copy of the application is found in Attachment 9.1.4B.

Assessment

- The application aligns with the Community Safety priority area and correlating outcomes in the Council Plan for CCTV installation in the Town Centre.
- The CCTV installation contributes toward promoting a safe community with localised benefit to their premises, as well as more broadly in the adjacent thoroughfare along Bannister Road.
- The front door replacement is considered a standard operational expense, so it has been recommended to only approve funding for the CCTV component.
- The applicant acknowledges that they would prioritise the CCTV installation over replacing the front door should their application be partially funded.
- The applicant has the capacity to deliver the project by matching the Shire's 50% funding contribution, as well as by allocating their staff time to deliver it.
- The proposed project partially aligns with the assessment criteria by remaining a discrete piece of work that has not already commenced.

Recommended to approve the requested funding for \$3,022 for the CCTV, and decline \$887 for the front door replacement with the recommendation that it is resubmitted as part of a broader Shopfront Improvement project.

Consultation

Consultation occurred with Boddington Service Station and Boddington Tyre Service as part of the application and assessment process.

Strategic Implications

Aspiration	People
Outcome 1	A safe community
Objective 1.1	Play our role in promoting a safe community
Action 1.1.1	Install CCTV cameras in hot spots to address antisocial behavior and petty crime

Aspiration	People
Outcome 2	A healthy and active community
Objective 2.3	Build pride and participation in local art, culture, and community activities
Action 2.3.2	Install murals within the Boddington Town Centre

Legislative Implications

Nil

Policy Implications

Business Assistance Grant Policy

Financial Implications

One application is recommended for approval in full, while the other application is recommended to be partially approved, totalling \$6,272. This is within the Budget allocation of \$15,000 for 2024/25.

Economic Implications

The application from Boddington Service Station aligns with the principles of the Town Centre Revitalisation project. The installation of a mural will create an attractive and welcoming streetscape that contribute toward high-quality experiences for day trip and short stay visitors. Boddington Tyre Service's application encourages greater participation in the local economy by improving perceptions of safety with the installation of CCTV.

Social Implications

Boddington Service Station's application builds pride and participation in local art and culture with the mural installation at a prominent intersection within the Town Centre. The application from Boddington Tyre Service plays a vital role in promoting a safe community with CCTV installation that has localised benefit to their business, though provides coverage for the adjacent public thoroughfare along Bannister Road.

Environmental and Climate Change Implications

Nil

Risk Considerations

Risk Statement and Consequence	The primary risk of this item is declining to support Business Assistance Grant applications that align with the Policy and the localised impact to the applicant(s) not being able to proceed with their projects. A secondary risk is that an operational expense (door) is approved, which may create a precedent for future applications.
Risk Rating (prior to treatment or control)	Low
Principal Risk Theme	Reputation
Risk Action Plan (controls or treatment proposed)	Nil

Officer Recommendation

That Council:

- 1. Approve the Business Assistance Grant application from the Boddington Service Station, for \$3,250, for the 'Boddington Mural Since 1912' project.**
- 2. Approve the Business Assistance Grant application from the Boddington Tyre Service, for \$3,022, for the CCTV component.**

Thank you for your interest in the Shire of Boddington's Business Assistance Grant.

To apply, please complete the following Application Form and submit to the Shire of Boddington Administration:

Email	Post	In-person
shire@boddington.wa.gov.au	Shire of Boddington PO Box 4 Boddington 6390	Shire of Boddington 39 Bannister Road Boddington 6390

Applications are accepted throughout the year.

Application Checklist

Before completing this Application Form:

- ☐ Read the Business Grant Program Guidelines (available from the Shire of Boddington website, or in-person from the Shire Administration).
- ☐ Complete the Confirmation of Eligibility below before moving on to ensure your application is eligible for this funding program.
- ☐ Contact the Community and Economic Development team to discuss the proposed application.

Confirmation of Eligibility

Applicants agree to meet the following general conditions before an application will be accepted and assessed:

Be the property owner or have evidence of the property owner's consent to make the application.	Yes	<input type="checkbox"/> No
Be a small or medium sized business.	Yes	<input type="checkbox"/> No
Have no outstanding debt with the Shire.	<input type="checkbox"/> Yes	No
Acknowledge that further information may be required to accept or assess an application.	Yes	<input type="checkbox"/> No
Acknowledge that not all applications may be funded.	Yes	<input type="checkbox"/> No
Acknowledge that applications are not guaranteed to receive the full amount of funding requested.	Yes	<input type="checkbox"/> No
Acknowledge that the application is assessed against the Assessment Criteria.	Yes	<input type="checkbox"/> No
Demonstrate compliance with the relevant Planning Scheme.	Yes	<input type="checkbox"/> No
Be a business with an Australian Business Registration.	Yes	<input type="checkbox"/> No

Hold Public Liability insurance of \$10 million and provide evidence with the Application.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Own or hold the appropriate permission to use any intellectual property associated with the proposed project or program.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The proposed project or program is located within the Shire.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Meet any additional eligibility criteria.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

The following ineligibility criteria apply to all Applications administered under this funding program:

The applicant has submitted a satisfactory Acquittal Form for previous funding provided by the Shire of Boddington.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The location is based outside the Shire, unless there is an intention to establish or substantially operate within the Shire.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
The applicant is not linked in any way to a political party, political organisation, political agenda or lobbying activity.	<input type="checkbox"/> Yes	No

Applicant Details

Organisation Details This is the business undertaking the project.

Legal Name of Organisation	Boddington Service Station
Organisation Name	Boddington Service Station
Postal Address	P.O. Box 71 Boddington 6390
ABN	42729657539
Registered for GST	Yes <input type="checkbox"/> No
Public Liability Insurance	Yes
Opening hours	Mon –Frid 6am – 7pm Sat 6am – 12.30

Organisation Contact This is the person legally authorised to enter into contracts on behalf of the business.

Name	Roslyn & Kingsley Foster
Position	Owners
Telephone	98838011
Mobile	0428838011
Email	boddingtonss@bigpond.com

Background Please provide background information on your business including information such as how long the business has operated in the Shire of Boddington, staff numbers and plans for growth / expansion.

Boddington Servo have operated for 29yrs, including fuel and mechanical workshop. We have three staff which includes 2 full time qualified mechanics. We have had seven apprentices qualified under our training and many work experience do their time with us.
We plan to open a shop front at the rear of the Servo to be operated and run as Fosters Western Wear.

Project Details

Please indicate which priority area your application is aligning with:

- Yes Shopfront Improvement
- ☐ Crime Prevention
- Yes Placemaking

Project name

Boddington Mural since 1912

Provide a summary of the project, including how the need for the project had been identified.

The mural will further add to the existing murals around the town, this mural will highlight the early beginnings, timber industry, railway, the mining and our famous rodeo.

Describe how the project will benefit the chosen priority area.

The mural will be in the centre of town and on a very large brick wall.

Anticipated commencement date.

As soon as possible, Dave Johnson is available

Anticipated completion date.

Anticipated number of people involved in the project.

The one artist – David Johnson

Name of venue or address where your project will be delivered.

Boddington Service Station
38 Bannister Road

Who are the expected primary beneficiaries of this project/program?

The community of Boddington

What are the expected outcomes of the Placemaking Project?

Prime location to benefit all locals and visitors to town

Are there any partnerships for this project?

No

Has your organisation delivered this project or something similar before?

No

Describe the impact to the project if the funding amount requested is unsuccessful, or is less than the full amount requested

Unsure, we will probably still go ahead but with something smaller.

How will you acknowledge the Shire of Boddington's contribution to the project?

Acknowledgement through the local newsletter and on social media

Budget Details

It is important to detail the proposed expenditure of the requested grant and indicate any other income that is expected in support of the project, either cash or in-kind. The value any contributions made to the project by partner organisations noted above should be specified in this section.

Use the table below to evidence all sources of income for this project, proposed and confirmed, cash and in-kind, and how it will be expended.

The budget should align to the proposed project activities and outcomes specified in this application.

Please note Shire of Boddington's contribution is limited to 50% of the total project, and no more than \$5,000.

Do not include GST in the costings below.

Budget Item (i.e what the funding will be spent on)	This Grant (\$ excluding GST)	Other Cash or Grants (\$ excluding GST)	In-kind Support Please estimate the dollar value of the in-kind support (\$)	Source of Other Cash or In-kind Support (Please state if confirmed or unconfirmed)
For example: Live Music	\$1,200	\$800	\$200	XYZ Applicant confirmed
Mural	\$3,250.00	\$3,250.00	Click here to enter text.	Boddington Service Station
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
TOTAL	\$3,250.00	\$3,250.00	Click here to enter text.	Click here to enter text.

Funding Amount Requested

\$3,250.00

If the full amount of this request is not granted, will your project still go ahead?

Yes ☐ No

Has your organisation received any type of funding from the Shire of Boddington in the last 2 years? If yes, please provide details below:

Year	Amount	Purpose	Fully Acquitted
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Declaration

Yes I declare the organisation has read and understands the Business Assistance Grant Guidelines.

Yes I declare I am the authorised person to submit this application on behalf of my organisation and are authorised to sign legal documents on behalf of the organisation.

Yes I declare the information provided in this application and attachments is to the best of my knowledge true, correct.

Yes I understand false or misleading statements listed in this Business Assistance Grant Application can result in the application being rejected or the withholding of any funds that may be approved as result of this application.

Yes I declare the organisation applying for the grant funding will complete and submit a Business Assistance Grant Acquittal Form within 90 days following the project's completion.

Yes I declare the organisation submitting this form understands this is an application only.

Name	Ros Foster	Position	Owner
Signature		Date	

Business Assistance Grant 2024-25 Application Form

Thank you for your interest in the Shire of Boddington's Business Assistance Grant.

To apply, please complete the following Application Form and submit to the Shire of Boddington Administration:

Email	Post	In-person
shire@boddington.wa.gov.au	Shire of Boddington PO Box 4 Boddington 6390	Shire of Boddington 39 Bannister Road Boddington 6390

Applications are accepted throughout the year.

Application Checklist

Before completing this Application Form:

- ☐ Read the Business Grant Program Guidelines (available from the Shire of Boddington website, or in-person from the Shire Administration).
- ☐ Complete the Confirmation of Eligibility below before moving on to ensure your application is eligible for this funding program.
- ☐ Contact the Community and Economic Development team to discuss the proposed application.

Confirmation of Eligibility

Applicants agree to meet the following general conditions before an application will be accepted and assessed:

Be the property owner or have evidence of the property owner's consent to make the application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Be a small or medium sized business.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Have no outstanding debt with the Shire.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Acknowledge that further information may be required to accept or assess an application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Acknowledge that not all applications may be funded.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Acknowledge that applications are not guaranteed to receive the full amount of funding requested.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Acknowledge that the application is assessed against the Assessment Criteria.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Demonstrate compliance with the relevant Planning Scheme.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Be a business with an Australian Business Registration.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Hold Public Liability insurance of \$10 million and provide evidence with the Application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Own or hold the appropriate permission to use any intellectual property associated with the proposed project or program.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
The proposed project or program is located within the Shire.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Meet any additional eligibility criteria.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

The following ineligibility criteria apply to all Applications administered under this funding program:

The applicant has submitted a satisfactory Acquittal Form for previous funding provided by the Shire of Boddington.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The location is based outside the Shire, unless there is an intention to establish or substantially operate within the Shire.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
The applicant is not linked in any way to a political party, political organisation, political agenda or lobbying activity.	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Applicant Details

Organisation Details This is the business undertaking the project.

Legal Name of Organisation	B&M Hewton Trading Pty Ltd
Organisation Name	Boddington Tyre Service
Postal Address	47 Bannister Rd, Boddington WA 6390
ABN	92 810 969 225
Registered for GST	<input type="checkbox"/> Yes
Public Liability Insurance	Yes
Opening hours	Mon-Fri 7.30am to 4.30pm

Organisation Contact This is the person legally authorised to enter into contracts on behalf of the business.

Name	Bradley Hewton
Position	Owner
Telephone	9883 9039
Mobile	0433 812 330
Email	boddyres@bigpond.com

Background Please provide background information on your business including information such as how long the business has operated in the Shire of Boddington, staff numbers and plans for growth / expansion.

<p>Boddington Tyre Service is a locally owned, family run operation. Servicing the local community for over 20 years. We currently employ 4 staff members.</p> <p>We offer tyres, mechanical, suspension, exhausts and so much more,</p>
--

Project Details

Please indicate which priority area your application is aligning with:

☒ Shopfront Improvement

☒ Crime Prevention

☐ Placemaking

Project name

Security Camera & Front Door Upgrade

Provide a summary of the project, including how the need for the project had been identified.

We feel that our security cameras and front door both need upgrading. There seems to be a lot of new folks coming to town. We have witnessed people looking around our shop.
Our front door is in need of a security screen .
The police often call on us to review our security footage to review any incidents and to help keep the community safe.

Describe how the project will benefit the chosen priority area.

Our front door will be much more accessible and also more secure.

Anticipated commencement date.

ASAP

Anticipated completion date.

By EOFY

Anticipated number of people involved in the project.

2

Name of venue or address where your project will be delivered.

Boddington Tyre Service – 47 Bannister Rd, Boddington WA 6390

Who are the expected primary beneficiaries of this project/program?

Boddington Tyres, Local Police & our customers.

What are the expected outcomes of the Placemaking Project?

Keeping our business safe whilst also helping keep the streets safe.
Reduce attempted break ins

Are there any partnerships for this project?

Narrogin Glass & Deltone Solutions

Has your organisation delivered this project or something similar before?

NA

Describe the impact to the project if the funding amount requested is unsuccessful, or is less than the full amount requested

Would focus on trying to upgrade our cameras first

How will you acknowledge the Shire of Boddington’s contribution to the project?

We would advertise on our social media channels

Budget Details

It is important to detail the proposed expenditure of the requested grant and indicate any other income that is expected in support of the project, either cash or in-kind. The value any contributions made to the project by partner organisations noted above should be specified in this section.

Use the table below to evidence all sources of income for this project, proposed and confirmed, cash and in-kind, and how it will be expended.

The budget should align to the proposed project activities and outcomes specified in this application.

Please note Shire of Boddington's contribution is limited to 50% of the total project, and no more than \$5,000.

Do not include GST in the costings below.

Budget Item (i.e what the funding will be spent on)	This Grant (\$ excluding GST)	Other Cash or Grants (\$ excluding GST)	In-kind Support Please estimate the dollar value of the in-kind support (\$)	Source of Other Cash or In-kind Support (Please state if confirmed or unconfirmed)
For example: Live Music	\$1,200	\$800	\$200	XYZ Applicant confirmed
Narrogin Glass	\$887.11	\$887.11	.	Shire contribution unconfirmed
Deltone Solutions	\$3022.25	\$3022.25	.	Shire contribution unconfirmed
TOTAL	\$3909.36	\$3909.36	.	.

Funding Amount Requested

\$3909.36

If the full amount of this request is not granted, will your project still go ahead?

☐ Yes ☒ No

Has your organisation received any type of funding from the Shire of Boddington in the last 2 years? If yes, please provide details below:

Year	Amount	Purpose	Fully Acquitted
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

Declaration

X I declare the organisation has read and understands the Business Assistance Grant Guidelines.

X I declare I am the authorised person to submit this application on behalf of my organisation and are authorised to sign legal documents on behalf of the organisation.

X I declare the information provided in this application and attachments is to the best of my knowledge true, correct.

X I understand false or misleading statements listed in this Business Assistance Grant Application can result in the application being rejected or the withholding of any funds that may be approved as result of this application.

X I declare the organisation applying for the grant funding will complete and submit a Business Assistance Grant Acquittal Form within 90 days following the project's completion.

X I declare the organisation submitting this form understands this is an application only.

Name	Bradley Hewton	Position	Owner
Signature	<i>Bradley J Hewton</i>	Date	9/4/2025

9.2 CHIEF EXECUTIVE OFFICER

9.2.1 Procurement of Consultant for CEO Performance Review

File Reference:	3.0019
Applicant:	Not applicable
Previous Item:	Nil
Author:	Chief Executive Officer
Disclosure of Interest:	Chief Executive Officer Financial Interest
Voting Requirements:	Simple Majority
Attachments:	9.2.1A Confidential Quotation – John Phillips Consulting 9.2.1B Request for Quotation

Summary

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

Background

Section 5.38 of the Local Government Act 1995 requires Council to review the performance of the Chief Executive Officer at least once each year. This review is a key responsibility of Council, as the CEO is its sole employee, and the process also serves as an opportunity to assess the overall performance of the organisation. Additionally, it provides a mechanism to establish Key Performance Indicators (KPIs) for the year ahead.

In previous years, quotations have been sought from a range of consultants, with Council consistently selecting John Phillips Consulting. As the process of obtaining multiple quotations can be burdensome for prospective suppliers, the proposal from John Phillips Consulting is presented for Council's initial consideration.

Comment

The proposal submitted by John Phillips Consulting (Confidential Attachment 9.2.1A) addresses the requirements outlined in the Request for Quotation (Attachment 9.2.1B) and details the process for conducting the CEO's 2024/25 performance review, as well as the development of the 2025/26 KPIs. The service is proposed to be delivered remotely via videolink, however, an in-person option is also included.

For context, the previous year's CEO review attracted alternative quotes ranging from \$5,200 to \$6,476, with those proposals based on in-person delivery.

Due to the minimal cost, rather than seeking additional quotations, it is recommended that Council engage John Phillips Consulting, given his extensive experience in this area and the strong value for money proposition.

Consultation

Nil

Strategic Implications

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

customer service

Legislative Implications

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

5.38. Annual review of CEO's performance

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

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

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

Policy Implications

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

Council Policy | Purchasing of Goods and Services

Financial Implications

The current allocated budget for this process is \$4,000 per annum.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Risk Considerations

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

Officer Recommendation

That Council appoints John Phillips Consulting to assist Council via videolink, in accordance with the attached quotation, to complete the performance review of the Chief Executive Officer for the period July 2024 through to June 2025, and to set Key Performance Indicators for 2025/26.



Request for Quotation

Consultancy – CEO Performance Review

Requirements in Brief

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

Annual CEO Performance Review

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

Scope of Work

The basic scope of the work includes the following:

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

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

Pricing

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

Completion

It is preferable that this work is complete no later than 31 August 2025.

9.2.2 Aged Care Accommodation Project

File Reference:	1.026
Applicant:	Nil
Previous Item:	OCM July 2024 Resolution 114/24
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.2.2A Draft Contract

Summary

This item recommends that the Council endorse Carealot Home Health Services Pty Ltd, trading as Small Long Term Care Homes (ABN 37 070 028 401), as the preferred provider for Residential Aged Care in Boddington, following an assessment of the submission provided in response to the Request for Proposal.

Background

The Shire of Boddington has identified the provision of residential aged care as a strategic priority to support its aging population. After extensive planning and preliminary assessments, the project has reached a stage where appointing a qualified provider for a co-design phase for the design of the facility, and the development of operational and workforce plans to the satisfaction of the Shire, is able to proceed. The development and management of the facility is envisaged as Phase 2 of the project, once this co-design phase achieves all milestones, including approval for capital funding.

Planning to date for this project has included:

1. Development of an Aged Care Services and Accommodation Strategy. The Strategy noted the following key conclusions:
 - Boddington's aged 70+ population is experiencing significant growth.
 - Boddington's aged 80+ population is experiencing even higher growth.
 - The unmet demand for residential aged care is 37 places by 2026 across Boddington, Wandering and Williams, and 47 places by 2031 (of which 21 and 27 places are Boddington alone).
 - The summary analysis supports the feeling in the community that a solution to the current (and projected) gap in residential aged care is needed.
2. Direct approaches made to a number of potential service providers to determine the likelihood for a private or not-for-profit organisation to deliver the project, based on the demand outlined in the Report. This process resulted in three service providers expressing their in-principle interest, subject to various factors such as site identification and provision.
3. Site assessment and selection.

The Aged Accommodation Committee had previously noted the preferred option as the hospital precinct, with the site assessment seeking primarily to confirm that a 40+ bed facility would fit on the available land area. The resulting report confirmed both the suitability of the land, and that multiple layout options would be possible on the site. Council subsequently also approved the area around the Independent Living Units as a potential location, primarily as it was controlled by the Shire, and the project risks with regard to securing of land from the State Government, could be avoided.
4. Purchase of two blocks of land within the preferred Precinct, to enable flexibility in relation to masterplanning of the site, and in order to maximise the potential of attracting a suitable provider to operate the facility.
5. Consideration and Council approval of various incentives to attract an operator in a low

supply high demand market.

6. Liaison with the Western Australian Country Health Service (WACHS) to receive in principle support for release of land to the Shire adjacent to the Hospital.

The current stage of the project involves appointing a preferred provider to deliver specified services, which is a prerequisite for executing a lease agreement to undertake a design, construction, and operation contract. This process began with the development and release of a Request for Proposal (RFP). The Aged Care Project Steering Committee endorsed the RFP in June 2024, and it was released to the market shortly thereafter, with responses due by 29 November 2024.

The purpose of the RFP was to invite proposals from potential providers to co-design, construct, and operate a Residential Aged Care Facility adjacent to the Boddington Hospital, comprising a minimum of 45 residential units. The RFP sought respondents with the capability to collaboratively design the facility and subsequently construct and operate it, however, the services contract to be awarded under the RFP is limited to specific planning related components.

Only one response was received. Additional discussions were undertaken with other potential providers to identify and address barriers that may have prevented them from submitting a proposal, however, these did not result in any further submissions.

Comment

The response from Carealot was initially assessed by the Steering Committee in December 2024, with additional presentations provided in February and April 2025. Following this assessment process, the Steering Committee has recommended that Council appoint Carealot as the preferred provider and proceed with executing a contract in accordance with the terms of the Request for Proposal.

This recommendation is based on the alignment between Carealot's care philosophy and the objectives of the project, as well as the proponent's demonstrated capacity to secure sufficient capital to support the investment. The recommendation also acknowledges that the risk associated with non-delivery under Phase 1, limited to the services outlined in the RFP, is considered manageable, being confined to the potential loss of the incentives offered.

The contract was previously approved by Council during the Request for Proposal process, and covers the following components:

- Building design with a co-design intent
- Sustainable Workforce Plan
- Services Delivery Plan
- Securement of the necessary Federal Licenses to operate a Residential Aged Care facility in line with new requirements effective 1 July 2025, following the Aged Care Reforms.

The expected completion date for these items is 31 December 2025. Concurrent engagement with a Superannuation Fund that has expressed interest in the capital funding requirement of this project will occur by the Proponent alongside the facility design and operational planning.

Carealot have indicated that the documentation required for the design phase, and to support an investment panel decision, will require significant financial resources (currently being calculated by RSM). Carealot has indicated that there may be a future request to Council, to contribute to that cost. If this eventuates, it will be treated as a variation to the contract.

Due diligence activities have included a review of ASIC Corporate files to confirm corporate

history and current Directors, and a review of any possible sanctions or non-compliance through the My Aged Care Compliance data portal. There are no adverse findings.

Due diligence activities yet to be completed include a review of three years audited financial accounts to confirm ongoing financial viability, and a review of operational insurances. These activities have been delayed, awaiting the submission of relevant documents by Carealot. Confirmation that these documents have been received and are in order will be provided prior to the finalisation of the Services contract.

Consultation

Consultation has been conducted with key stakeholders, including community members, aged care experts, and potential operators. Feedback from these consultations has informed the development of the Aged Care Services Strategy, Site Assessments, and the Request for Proposal, ensuring the project outcomes align with community needs and industry standards. Further consultation will continue throughout the project to maintain transparency and stakeholder engagement.

Councillor Representatives, being Cr Ventris (replaced by Cr Carrotts in April 2025), Cr Smalberger, and Cr Lewis, are members of the Project Steering Committee.

Strategic Implications

Aspiration	People
Outcome 3	An inclusive and supportive community
Objective 3.2	Address the needs of seniors
Action 3.2.1	Progress a partnership and funding options to provide a residential aged care facility in Boddington.

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

The project to date has been based on the Department of Health transferring the land from the Hospital (WACHS) to the Shire of Boddington, who then provides the land on a peppercorn rental, and facilitation of the project planning. There has been no funding allocated for a contribution to the project construction cost, and no request is expected. In addition to the identified investor, there are both State and Federal capital funding opportunities available to the proponent.

It is considered likely that a contribution may be requested from Council at a later date, towards the cost of the design phase.

Economic Implications

The construction and operation of a Residential Aged Care facility will have significant economic benefits for Boddington. It will create jobs, both during construction and ongoing operations, and stimulate local businesses by sourcing goods and services locally. The facility will also attract new residents, contributing to the economic vitality of the community.

Social Implications

Providing a Residential Aged Care facility will greatly enhance the social fabric of Boddington by allowing seniors to remain in their community, close to family and friends. It will support their well-being and ensure they receive the care they need in a familiar and supportive environment.

Environmental Considerations

Environmental considerations will be addressed during the planning and construction phases to ensure the facility is developed sustainably.

Risk Considerations

Risk Statement and Consequence	Failure to provide an aged care facility in Boddington will continue to result in the displacement of families and a lower quality of life for older people who wish to remain in familiar surroundings. The suitability of the provider is a significant risk to the project. Inability of the Preferred Provider to secure mandatory Residential Aged Care operating License creates the need to source another operator
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Securement of the License inserted as milestone in the services contract prior to execution of lease and the building of the facility.

Officer Recommendation

That Council:

- 1. Endorse Carealot Home Health Services Pty Ltd trading as Small Long Term Care Homes (ABN 37 070 028 401) as the preferred provider for the Residential Aged Care facility in Boddington.**
- 2. Authorise the Chief Executive Officer to enter into a contract with Carealot in accordance with Attachment 9.2.2A, and the previously approved Request for Proposal terms and incentives.**
- 3. Note that a further item may be presented to Council in the future, to consider a contribution to the project in relation to costs incurred throughout the design phase.**

GOODS AND SERVICES CONTRACT CONDITIONS

Shire of Boddington of 39 Bannister Road Boddington
ABN 22 502 664 685 (Principal)

And

<name of contractor> of <address>
ABN < xx xxx xxx xxx > (Contractor)

(together, the Parties)

Date of Contract: <date>

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DATE: [DATE]

PARTIES: [PRINCIPAL AND CONTRACTOR]

BACKGROUND

- (a) The Principal has engaged the Contractor to provide the Goods and/or Services.
- (b) This Document sets out the terms and conditions upon which the Contractor shall provide the Goods and/or Services to the Principal.

OPERATIVE PART

PART A – DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

In this Document, except where the context indicates otherwise:

Acceptance means acceptance of the Goods and/or Services which occurs on the earlier of:

- (a) the Principal notifying the Contractor in writing that the Goods and/or Services are accepted; or
- (b) the expiry of the day 14 days after delivery of the Goods to the Delivery Point or completion of the Services where the Principal has not, during that 14 day period, notified the Contractor in writing that the Goods and/or Services, as the case may be, are rejected.

Affected Obligation has the meaning given in clause 35.1(a).

Approval means any certificate, licence, consent, permit, approval, authority or requirement necessary for the provision of the Goods and/or Services.

Assessment Notice means an assessment notice under section 12 of the Working With Children Act.

Authority means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

Background Intellectual Property Rights means any Intellectual Property Rights owned by a Party prior to the commencement of the Contract or which did not come into existence by reason of the Contract, and which a Party is entitled to exercise and sub-license, which are embodied in, attached to or otherwise relate to the Contract.

Business Days means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

Child-Related Work has the meaning given in section 6 of the Working With Children Act.

Child-Related Site means a location at which Goods are to be delivered and/or Services are to be performed where children are likely to be present.

Completion Date means the date for delivery of the Goods and/or the date for the completion of the Services, as the case may be, specified in an Order or agreed by the Parties in writing. To avoid doubt, there may be multiple Completion Dates where the Contract applies to multiple Orders of Goods and/or Services.

Confidential Information means:

- (a) the Contract;
- (b) information relating to the Principal's past, existing or future business, strategic plans or operations, finances, or customers;
- (c) any other information provided by a Disclosing Party to the Receiving Party which is identified by the Disclosing Party as confidential;
- (d) any report, opinion or advice prepared by the Contractor which the Principal advises is to be prepared on a confidential basis; and
- (e) any copies, extracts or summaries of the information described in paragraphs (a) to (d) (inclusive) above,

but excluding information which has entered the public domain other than through a breach of a confidentiality obligation owed to the Disclosing Party by the Receiving Party or by any other person.

Conflict of Interest means an interest, whether personal, financial or otherwise, which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Contract fairly and objectively.

Consequential Loss means any:

- (a) loss of production, revenue, profit, business reputation, opportunities or anticipated savings; and
- (b) loss arising from wasted overheads or business interruptions.

Contract means the agreement between the Parties regarding the supply of the Goods and/or Services containing the terms and conditions set out in this Document.

Contract Price means the prices or rates specified in an Order as the amount to be paid by the Principal for the provision of the Goods and/or Services the subject of that Order or otherwise set out in the Contract. To avoid doubt, there may be multiple Contract Prices where the Contract applies to multiple Orders of Goods and/or Services.

Contractor means the party who is engaged by the other party to provide the Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

Contractor's Vehicles and Equipment has the meaning given in clause 34.4.

Cyber Incident means action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or Principal Data residing on that system.

Defective means defective, of an inferior quality or inconsistent with the requirements of the Contract.

Defects Liability Period means the period of 12 months beginning on the Completion Date.

Delivery Point means the place for the delivery of Goods specified in the Order or agreed in writing by the Parties or directed by the Principal to the Contractor in writing.

Disbursement means reasonable out-of-pocket costs and expenses incurred by a Contractor in providing the Services which are:

- (a) charged to the Principal at cost; and
- (b) incidental to the provision of the Services.

Dispute means any dispute or difference between the Parties in connection with the Contract.

Dispute Notice has the meaning given in clause 36.1.

Document means this document called 'Goods and/or Services Contract Conditions'.

Extension Request has the meaning given in clause 13.4.

Force Majeure Event means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide or adverse weather conditions;
- (b) strike, lockout or other labour difficulty;
- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or terrorism; or
- (d) a change in any Law or any authority exercised by an Authority or official by Law.

Force Majeure Event Termination Period means 120 consecutive days.

Goods means the goods specified in an Order or otherwise specified in the Contract.

GST means goods and services tax applicable to any taxable supplies as determined under the GST Law.

GST Law means A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related Act imposing such tax.

Insolvency Event means:

- (a) in relation to a corporation, where that corporation:
 - (i) goes into liquidation, except for the purpose of reconstruction or amalgamation of which the affected Party has given the other Party 5 Business Days' prior written notice of such reconstruction or amalgamation;

- (ii) is otherwise dissolved;
 - (iii) has had appointed to it a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Party;
 - (iv) enters into any composition or scheme of arrangement with its creditors;
 - (v) has had appointed to it an inspector or like official to examine the affairs of the Party or the Party enters into voluntary or other external administration; or
 - (vi) is otherwise unable to pay all its debts as and when they fall due; and
- (b) in relation to a natural person, where that natural person:
- (i) commits an act of bankruptcy;
 - (ii) becomes subject to an order for the sequestration in bankruptcy of the estate of the Party;
 - (iii) assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors; or
 - (iv) is otherwise unable to pay all its debts as and when they fall due.

Insurances means the insurances which the Contractor is required to obtain under clause 34.

Intellectual Property Right means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi-conductor, circuit and other eligible layouts, copyright (including future copyright), database rights and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time including any application or right to apply for any of these rights.

Invoice means a valid tax invoice under the GST Law.

Law means statute, equity, the common law and the legally enforceable requirements of Authorities, including any regulation or law of the Principal.

Legal Requirement means a requirement under any Law or Approval including a requirement to pay any fees and charges in connection with any Law or Approval.

Letter of Award means an Order or Long-Term Award issued by the Principal to the Contractor accepting the Request Response.

Long-Term Award means the acceptance of a Request Response relating to the provision of goods and/or services in the future where the nature of the goods and/or services to be provided are not stated or known at the time of formation of the Contract and will be the subject of future Orders.

Loss means any liability, loss, damage, cost (including litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, demand, expense or proceeding whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising.

Order means a purchase order or other written direction from the Principal to the Contractor which requires the supply of specified Goods and/or Services.

Original Product has the meaning given in clause 3.3.

OSH Laws means all workplace, health and safety related Law, codes of practice, other compliance codes, directions on safety or notices issued by any relevant Authority and standards, where any part of the Contractor's obligations under the Contract are being performed. This includes the Occupational Health and Safety Act 1984 (WA), in addition to any other relevant legislation or regulations.

Parties means the Principal and the Contractor.

Personnel means the personnel engaged by the Principal, the Contractor or a related body corporate of the Contractor, including directors, officers, employees and agents, contractors and Sub-contractors and any director, officer, employee or agent of any contractor or Sub-contractor, but when used in the context of the Principal's Personnel, does not include the Contractor or the Contractor's Personnel.

Plant and Equipment means all materials, plant, equipment, tools, vehicles and machinery necessary for the performance of the Contractor's obligations under the Contract.

Principal means the party engaging the other Party to provide Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

Principal Data means information and materials of the Principal in respect of which the Contractor has custody or control for the purpose of providing the Goods and/or Services or which are accessed, transmitted or stored using the Contractor's information systems or equipment under the Contract.

Principal Request means the written request provided by the Principal to the Contractor to submit an offer and price to provide the Goods and/or Services.

Principal's Documents means any documents, including drafts or working versions, whether in hard copy or electronic format, in the possession of, or otherwise under the control of, the Principal.

Principal's Premises means any property under the control, care and management of the Principal.

Request Response means the offer submitted by the Contractor to supply the Goods and/or Services made in response to a Principal Request.

Sale of Goods Act means the Sale of Goods Act 1895 (WA).

Services means the services identified in the Order or otherwise specified in the Contract, and services that are ancillary to such services.

Specification means a specification or scope of works for the Goods and/or Services:

- (a) provided by the Principal to the Contractor before the Contractor provided its Request Response; or
- (b) developed after the Contractor provided its Request Response or after the Contract came into effect, and agreed to by the Parties.

Specified Personnel means Personnel of the Contractor proposed in a Request Response to perform functions in relation to the provision of the Goods and/or Services.

Standards and Procedures means any guidelines, rules, requirements or information regarding site-specific conditions or the Principal's operations made available to the Contractor by the Principal from time to time.

Start Date means the date specified as such in the Principal Request or, where no such date is specified in the Principal Request, means the date that the Parties agree in writing that the Contractor must commence the Services.

Sub-contractor means any person or entity engaged by the Contractor in connection with the provision of the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors, but does not include the Contractor's employees.

Substitute Product has the meaning given in clause 3.3.

Sustainability Objectives has the meaning given in clause 24.1.

Transition Plan means a written plan to facilitate the transition of the supply of the Goods and/or Services from the Contractor to another supplier or from another supplier to the Contractor.

Wilful Misconduct means any wrongful act or omission that was intentionally done or involved reckless disregard to the likely consequences, including an intentional breach of the Contract.

Working With Children Act means the Working With Children (Criminal Record Checking) Act 2004 (WA).

2. INTERPRETATION

In this Document, unless the context suggests otherwise:

- (a) a reference to the Contract means the Contract as varied from time to time;
- (b) a reference to 'including' must be read as if it is followed by '(without limitation)';
- (c) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;

- (d) words in the singular include the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to a clause is a reference to a clause of this Document;
- (h) a reference to a 'day' or 'month' is a reference to a calendar day or calendar month;
- (i) headings are for convenience only and do not affect interpretation of this Document; and
- (j) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

PART B – PROVISIONS APPLICABLE TO THE SUPPLY OF GOODS ONLY

3. QUALITY OF GOODS, SOURCES OF SUPPLY AND SUBSTITUTION

3.1 The Contractor must ensure that all Goods:

- (a) comply with the requirements of the relevant Order and conform to any samples provided;
- (b) are in accordance with relevant Australian Standards or, where no Australian Standard exists, any relevant ISO Standard;
- (c) are properly, safely and securely packaged and labelled for identification; and
- (d) are of merchantable quality and fit for their intended purpose.

3.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties applicable to the Goods.

3.3 With the Principal's consent and subject to any necessary variation to the Contract Price, the Contractor may permanently or temporarily substitute another product (Substitute Product) for any aspect of the Goods to be provided under the Contract (Original Product). To avoid doubt, the supply of the Substitute Product shall satisfy the Contractor's obligations to supply the Original Product.

4. QUANTITIES OF GOODS

4.1 The Contractor must supply to the Principal the Goods in the quantity specified in the relevant Order.

4.2 If the Contractor delivers more Goods than the quantity specified in the relevant Order, the Contractor must, upon the Principal's direction, collect the excess Goods from the Principal at the Contractor's risk and expense, unless the Principal elects, in its discretion, to return the excess Goods to the Contractor, which is done at the Contractor's sole risk and expense.

5. DELIVERY OBLIGATIONS AND DELIVERY POINT

The Contractor must deliver the Goods to the Delivery Point and in doing so must:

- (a) not interfere with the Principal's activities;
- (b) leave the Delivery Point secure and fit for immediate use;
- (c) obtain the signature of a member of the Principal's Personnel who receives delivery of the Goods; and
- (d) where it is not possible to satisfy clause 5(c), leave the Goods where requested by the Principal.

6. PROPERTY AND RISK IN THE GOODS

6.1 Subject to this Document, the Parties agree that:

- (a) risk in the Goods shall pass from the Contractor to the Principal on Acceptance; and
- (b) upon payment for the Goods, property in the Goods shall pass to the Principal.

6.2 The Contractor warrants that it has complete ownership of the Goods free of any liens, charges and encumbrances.

7. SALE OF GOODS ACT

The Principal and Contractor acknowledge and agree that:

- (a) the Sale of Goods Act applies to the Contract; and
- (b) to the extent that there is any inconsistency between the Sale of Goods Act and the Contract, and to the extent permitted by Law, the Contract applies rather than the Sale of Goods Act.

PART C – PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES ONLY

8. QUALITY OF SERVICES

8.1 The Contractor must ensure that the Services provided by the Contractor:

- (a) match the description of the Services set out in the Order or otherwise in the Contract;
- (b) are fit for their intended purpose;
- (c) where they relate to design, the works or goods being designed are fit for their intended purpose;
- (d) are performed with the professional skill, care and diligence expected of a person with the skills, experience, expertise and resources necessary to competently provide the Services; and
- (e) are provided in accordance with any Specification.

- 8.2 The Contractor warrants, and agrees to ensure, that its Personnel engaged to perform the Services have the necessary skills, experience, expertise, licenses, training, qualifications, approvals and resources available to it to competently and lawfully perform the Services.
- 8.3 The Contractor must regularly consult with the Principal about the progress of the Services and attend meetings where reasonably requested by the Principal.

9. QUANTITY AND VALUE OF SERVICES

The Principal shall only be required to take or accept, and pay for, the quantity of the Services set out in the relevant Order, any Specification, or otherwise in the Contract, unless otherwise agreed by the Parties.

PART D – PROVISIONS APPLICABLE TO THE PROVISION OF GOODS AND/OR SERVICES

10. SUPPLY OF GOODS AND/OR SERVICES

10.1 The Contractor must:

- (a) at its expense, obtain any Approvals necessary for the provision of the Goods and/or Services;
- (b) at its expense, comply with all reasonable directions of the Principal regarding the provision of the Goods and/or Services, including regarding the transition of the provision of the Goods and/or Services from an alternative supplier to the Contractor;
- (c) where the Principal provides the Contractor with written notice that an alternative supplier will, in the future, be supplying the Principal with the Goods and/or Services provided under the Contract, at its expense provide reasonably requested assistance to the Principal in transitioning the supply of the Goods and/or Services to the new supplier, including making arrangements for the assignment of relevant contracts with third parties;
- (d) comply with any Transition Plan; and
- (e) co-operate with any third party service provider appointed by the Principal where necessary to ensure the integrated and efficient conduct of the Principal's operations and provide reasonable assistance to such other service providers as requested by the Principal from time to time, provided that the Contractor will be entitled, by prior written agreement with the Principal, to charge for costs incurred as a direct result of providing such co-operation and assistance.

10.2 The Principal must provide the Contractor with any information reasonably necessary for the Contractor to provide the Goods and/or Services.

10.3 If a Transition Plan is not developed prior to the Contract coming into effect between the Parties, the Principal may:

- (a) make a written request to the Contractor to prepare a draft Transition Plan for the Principal's review within a reasonable period of time specified by the Principal and the Contractor must comply with that request; and
- (b) accept or propose reasonable amendments to the draft Transition Plan prepared by the Contractor in accordance with clause 10.3(a) and provide a final version of the Transition Plan to the Contractor.

11. PLANT AND EQUIPMENT

The Contractor must:

- (a) provide all Plant and Equipment and labour necessary for the performance of the Contractor's obligations; and
- (b) ensure that Plant and Equipment and other items which the Contractor uses or supplies in connection with the Contract comply with Legal Requirements and are fit for their usual and intended purpose.

12. ORDERS UNDER A LONG-TERM AWARD

12.1 This clause applies where the Letter of Award is a Long-Term Award.

12.2 From time to time the Principal may give the Contractor an Order containing the following information:

- (a) a description and/or specification of the Goods and/or Services required, including the required quantity;
- (b) the Completion Date; and
- (c) where the Order relates to Goods, the Delivery Point.

12.3 Within 5 Business Days of receipt of an Order the Contractor must give notice to the Principal of:

- (a) any aspect of the Order which it does not accept and supporting reasons; and/or
- (b) any recommended changes to the Order and supporting reasons, following which the Parties shall seek to agree on the terms of the Order and a revised Order shall be issued by the Principal to the Contractor.

12.4 If the Contractor does not give notice under clause 12.3, the Contractor must fulfil the Order.

12.5 To avoid doubt, the Principal is not obliged to issue Orders to, or otherwise purchase Goods and/or Services from, the Contractor.

13. TIME FOR PERFORMANCE AND EXTENSIONS OF TIME

13.1 The Contractor must commence the provision of the Services on the Start Date.

13.2 Subject to this clause 13, the Contractor shall deliver the Goods to the Delivery Point and/or perform the Services, as the case may be, by the Completion Date.

- 13.3 The Contractor is entitled to an extension to the Completion Date if a delay to the provision of the Goods and/or Services is due to:
- (a) a breach by the Principal of the Contract;
 - (b) delay or disruption caused by the Principal, except where such delay or disruption is caused by the Principal acting in accordance with the Contract;
 - (c) a Force Majeure Event occurring before the Completion Date;
 - (d) suspension of the Contract under clause 37.3 where the suspension is the result of a breach by the Principal; or
 - (e) a variation being agreed to the nature of the Goods and/or Services provided.
- 13.4 To obtain an extension, the Contractor must make a written request to the Principal within 10 Business Days after the cause of delay has arisen or within any other period agreed in writing by the Parties, which request must include the facts on which the request is based (**Extension Request**).
- 13.5 The Principal, acting reasonably, must notify the Contractor within 10 Business Days of receiving the Extension Request, or such other time agreed in writing by the Parties, whether an extension of time to the Completion Date is granted and any relevant period of extension, which must be reasonable in the circumstances giving rise to the Extension Request.

14. RECEIPT AND ACCEPTANCE OF GOODS AND/OR SERVICES

- 14.1 The Parties agree that:
- (a) delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal; and
 - (b) Acceptance by the Principal is without prejudice to the Principal's rights in respect of the Defects Liability Period applicable to any Goods and/or Services.
- 14.2 If, following any review, inspection, examination or witnessing of the Goods and/or Services, the Principal is not satisfied that the Goods and/or Services are being, or have been, provided in compliance with the Contract, the Contractor must, after receiving a written request from the Principal, promptly take all steps necessary to ensure compliance.

15. REJECTION AND REMOVAL OF DEFECTIVE GOODS AND/OR DEFECTIVE SERVICES

- 15.1 During the Defects Liability Period, the Principal may notify the Contractor in writing that any Goods and/or Services provided are Defective.

- 15.2 Where the Principal notifies the Contractor under clause 15.1, the Principal may direct the Contractor to replace, rectify or re-perform the Goods and/or Services, as the case may be, free of charge to the Principal and within a reasonable time specified by the Principal.
- 15.3 The Contractor must comply with a direction under clause 15.2 within the time period specified in the notice or otherwise agreed in writing by the Parties.
- 15.4 Where the Contractor does not, or advises the Principal that it cannot, comply with a direction in accordance with clause 15.3, the Principal may give the Contractor written notice of its intention to rectify, replace or have re-performed the Goods and/or Services by a third party, together with the estimated and itemised reasonable costs of the Principal in rectifying, replacing or having re-performed the Goods and/or Services.
- 15.5 Following receipt of a notice under clause 15.4 from the Principal, the Contractor has 5 Business Days to notify the Principal in writing as to whether the Contractor will replace, rectify or re-perform the Goods and/or Services and to reach agreement with the Principal regarding the timeframe for doing so, otherwise the Principal may rectify, replace or have re-performed the Goods and/or Services and recover its costs in doing so from the Contractor.
- 15.6 Where the Contractor has made good any Defective Goods and/or Services, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services from the date the Contractor completes making good the Defective Goods and/or Services.
- 15.7 The Principal shall not be responsible for the care or custody of any Defective Goods after a period of 5 Business Days after the Contractor has been notified in writing by the Principal that they are Defective.
- 15.8 Without limiting clause 33, any cost or expense reasonably incurred by the Principal in connection with, or as a result of, the Defective Goods and/or Services shall be a debt due from the Contractor to the Principal.
- 15.9 To avoid doubt, nothing in this clause shall prejudice any other right of the Principal arising out of the failure by the Contractor to provide Goods and/or Services in accordance with the Contract.

16. FAILURE TO PROVIDE GOODS AND/OR SERVICES

- 16.1 The Contractor must provide written notice to the Principal as soon as possible if the Contractor is unable to provide the Goods and/or Services and the period of time for which the Contractor will be so unable.
- 16.2 Where the Contractor provides written notice to the Principal under clause 16.1, the Principal may, acting reasonably, and without being liable in any way to the Contractor, obtain or acquire such goods and/or services as it requires from a third party until the Principal receives a further written notice from the Contractor that the Contractor is able to recommence the provision of Goods and/or Services.

17. INFORMATION

The Contractor must keep the Principal fully informed about:

- (b) any matters that may adversely affect the Contractor's ability to provide the Goods and/or Services; and
- (b) delivery of the Goods and/or completion of the Services.

18. PRICE BASIS

18.1 The Contract Price shall be firm and not subject to rise and fall.

18.2 To avoid doubt, the Principal's liability to the Contractor for the Contractor's costs in providing the Goods and/or Services is capped at the Contract Price, unless otherwise agreed in writing by the Parties.

19. FORMATION OF CONTRACT AND TERM

19.1 Where this Document is executed by the Parties, the Contract shall be formed, and shall commence, on the date that the last Party executes this Document.

19.2 Where this Document is not executed by the Parties:

- (a) the Contract shall be formed, and shall commence, on the date of the Letter of Award; and
- (b) the Parties agree that the terms and conditions in this Document are incorporated within the Contract and the failure of either Party to execute this Document does not affect the incorporation of those terms and conditions within the Contract or the Contract's existence.

19.3 The Contract shall terminate 10 Business Days after Acceptance or upon expiry of the time period specified in the Letter of Award, whichever is the later, subject to clauses 19.4 and 19.5.

19.4 The Parties may agree in writing to extend the term for an agreed period of time.

19.5 The Contract may terminate before the expiry of the period of time in clause 19.3:

- (a) if the Parties agree in writing; or
- (b) otherwise in accordance with this Document.

19.6 The termination of the Contract does not affect:

- (a) any rights of the Parties accrued before the date of termination; and
- (b) the rights and obligations of the Parties which survive termination.

19.7 Clauses 1 (definitions), 2 (interpretation), 3.2 (manufacturer's warranties), 6.2 (warranty regarding property in goods), 8.2 (warranties regarding personnel), 10.1(c) and 10.1(d) (transition out), 14 (Acceptance and Defects Liability Period), 15 (Defective Goods and/or Services), 19.6 and 19.7 (term), 20 (Contractor to have informed itself), 30 (Confidentiality), 31 (Data security), 32 (Intellectual Property Rights), 33 (Liability and indemnity), 36 (Settlement of disputes), 38.2 to 38.4 (inclusive) (termination), 41 (Notices), 42.1 (relationship of Parties) and 42.7 (Governing law) shall survive termination of the Contract.

20. CONTRACTOR TO HAVE INFORMED ITSELF

By providing the Request Response, the Contractor acknowledges that it has:

- (a) examined carefully, and has acquired actual knowledge of the contents of, its Request Response, this Document and any other information made available in writing by the Principal to the Contractor for the purposes of the Request Response and the Contract; and
- (b) satisfied itself as to the correctness and sufficiency of the Request Response and that the Contract Price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the proper performance and completion of the Contract.

21. CONFLICT OF INTEREST

21.1 The Contractor warrants that, to the best of its knowledge, as at the date of providing the Request Response:

- (a) the Contractor has declared in its Request Response any Conflicts of Interest in the performance of its obligations under the Contract that it has, or is likely to have; and
- (b) the information contained in the Contractor's Request Response as to the existence of any Conflicts of Interest is correct and comprehensive.

21.2 If a Conflict of Interest or risk of Conflict of Interest arises, including because of work undertaken by the Contractor for a person other than the Principal, the Contractor must immediately give notice of the Conflict of Interest, or the risk of it, to the Principal.

22. LEGAL REQUIREMENTS, INDUSTRIAL AWARDS AND STANDARDS AND PROCEDURES

22.1 The Contractor shall comply with all Legal Requirements, Standards and Procedures affecting or applicable to the Goods and/or Services and/or the performance of the Contract and ensure that its Personnel also comply with the same, at the Contractor's cost.

22.2 The Contractor shall:

- (a) comply with all industrial awards or agreements affecting or applicable to the persons engaged by the Contractor for the purposes of providing the Goods and/or Services;

- (b) ensure that the remuneration and terms of employment of all of its employed Personnel are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in industrial awards and agreements and any code of practice that may apply to a particular industry;
- (c) to the extent practicable, use reasonable endeavours to ensure that its Sub-contractors satisfy the requirements of clauses 22.2(a) and 22.2(b) in relation to the Sub-contractors' own employees; and
- (d) ensure that it pays each of its Sub-contractors in accordance with the Contractor's agreement with that Sub-contractor, subject to the Contractor's acceptance of the goods and/or services provided by the Sub-contractor.

23. SAFETY OBLIGATIONS

23.1 The Contractor must:

- (a) do all things reasonably necessary to ensure that the Goods and/or Services are provided in a manner that is safe and not likely to cause injury or illness to any person; and
- (b) perform all relevant functions and fulfil all relevant duties under all relevant OSH Laws required of an employer or otherwise applicable to the role of the Contractor under the Contract including notification of incidents as may be required under OSH Laws.

23.2 Where any injury, property damage, accident or incident which is notifiable under any Legal Requirement occurs, the Contractor must:

- (a) as soon as practicable, but in any event within 24 hours, notify the Principal of that injury, property damage, accident or incident; and
- (b) provide the Principal with any further information requested by the Principal.

23.3 The Contractor acknowledges that if, in performing its obligations under the Contract, its Personnel enter premises under the control of the Principal or the Principal's Personnel they must comply with the Principal's occupational health and safety policies and procedures and do so at the Contractor's own risk.

23.4 Without limiting clauses 37.3 to 37.5 (inclusive), any breach by the Contractor of OSH Laws or this clause which gives rise to circumstances which:

- (a) present actual or potential risk of life or serious injury; or
- (b) are otherwise required to be notified under OSH Laws,

entitles the Principal to suspend the whole or part of the performance of the Contractor's obligations.

24. SUSTAINABLE PROCUREMENT

- 24.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by clause 24.2 (Sustainability Objectives) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.
- 24.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:
- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
 - (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:
 - (i) using recycled materials and products;
 - (ii) reducing emissions;
 - (iii) adopting greener energy solutions;
 - (iv) adopting environmentally sustainable design; and
 - (v) reducing wastage;
 - (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);
 - (d) sponsoring and supporting local community groups and local community development initiatives;
 - (e) promoting fair workplace practices;
 - (f) promoting workplace health;
 - (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
 - (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.
- 24.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.
- 24.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

25 CONTRACTOR'S PERSONNEL

- 25.1 The Contractor must, and must ensure its Personnel, when providing the Goods and/or Services:
- (a) comply with all reasonable directions given by the Principal or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to the Goods and/or Services;
 - (b) do not cause any damage, loss or injury to any property or person; and
 - (c) act, in all circumstances and at all times, in a fit and proper manner.
- 25.2 If the Contractor proposes to replace, or have another of its Personnel perform any functions of, any Specified Personnel, it must obtain the prior written approval of the Principal.
- 25.3 The Contractor must provide the Principal with an Australia-wide police clearance in respect of any of its Personnel within 30 Business Days of such a request being made in writing by the Principal to the Contractor.
- 25.4 If any police clearance obtained under clause 25.3 evidences that any of the Contractor's Personnel has committed a criminal offence punishable by imprisonment or detention, the Principal may, without prejudice to its other rights under the Contract, request the Contractor to promptly remove that person from involvement in the provision of the Goods and/or Services, and the Contractor must comply with such a request as soon as possible.
- 24.5 If the Goods and/or Services to be provided by the Contractor involve Child-Related Work or involve the delivery of the Goods and/or Services at a Child-Related Site:
- (a) the Contractor must provide to the Principal an Assessment Notice in respect of all Personnel involved in performing the Child-Related Work, or providing the Services or delivering Goods at the Child-Related Site, before they commence such work; and
 - (b) the Principal may require the Contractor to immediately remove any of the Contractor's Personnel who do not have a current Assessment Notice and the Contractor must comply with such a request as soon as possible.

26 REPRESENTATIVES

Each Party may appoint a Representative, and give them authority, to act on its behalf for the purpose of the Contract within delegation limits advised in writing to the other Party.

27 INVOICING AND PAYMENT

- 27.1 Subject to the Contractor satisfactorily providing the Goods and/or Services, the Principal must pay the Contractor the Contract Price in accordance with this clause 27 and the Contractor's preferred payment methodology (if any) as notified in writing by the Contractor to the Principal.
- 27.2 As soon as reasonably practicable following the end of each month, or at another time or frequency agreed in writing by the Parties, the Contractor must provide to the Principal an Invoice for the provision of the Goods and/or Services or any delivered or completed part of the Goods and/or Services.
- 27.3 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices issued in accordance with this clause within 20 Business Days of issue to the Principal or such other period as agreed in writing by the Parties, except where the Principal disputes the Invoice, in which case, to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute.
- 27.4 The Contractor is not entitled to payment for any Disbursements not included in the Contract Price unless prior written notice of the Disbursement was provided to the Principal and the Principal approved the Disbursement in writing. To avoid doubt, the Principal must not unreasonably withhold its consent to any reasonable Disbursements.
- 27.5 A payment made pursuant to the Contract is taken to be payment on account and is not proof or admission of the value of the Goods and/or Services provided or that the Goods delivered and/or the Services performed, or any part thereof, were to the Principal's satisfaction.
- 27.6 The Parties agree that failure by the Principal to pay the amount payable at the due time will not be grounds for the Contractor to terminate, invalidate or avoid the Contract.

28 GOODS AND SERVICES TAX

- 28.1 Words capitalised in this clause 28 and not otherwise defined have the meaning given in the GST Law.
- 28.2 Where an amount of Consideration is payable for a Taxable Supply made under the Contract (whether that amount is specified or can be calculated in accordance with the Contract), it does not include GST and must be increased by the GST Rate.
- 28.3 The Party making a Taxable Supply under the Contract must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Law.
- 28.4 If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under the Contract, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

29 ACCESS TO PRINCIPAL'S PREMISES AND PRINCIPAL'S DOCUMENTS

- 29.1 The Principal agrees to provide the Contractor with access to the Principal's Premises and Principal's Documents as reasonably required to provide the Goods and/or Services.
- 29.2 The Contractor must only use the Principal's Documents for the sole purpose of providing the Goods and/or Services and must take reasonable security measures to protect the Principal's Documents from unauthorised disclosure or use.
- 29.3 The Contractor acknowledges and agrees that:
- (a) the Principal may need to obtain the consent of third parties to the disclosure of Principal's Documents to the Contractor;
 - (b) the Principal may, acting reasonably, suspend or deny the Contractor's access to the Principal's Premises or Principal's Documents at any time; and
 - (c) where the Principal has suspended or denied the Contractor's access to the Principal's Premises or the Principal's Documents, the Contractor shall only be able to gain or regain access upon written notice from the Principal.

30 CONFIDENTIALITY

- 30.1 In this clause 30 the following terms have the following meanings:
- (a) 'Disclosing Party' means the Party which has disclosed Confidential Information that is confidential to that Party; and
 - (b) 'Receiving Party' means the Party to whom Confidential Information is disclosed by the Disclosing Party.
- 30.2 Subject to clause 30.3, the Parties must not:
- (a) disclose Confidential Information to any other person; or
 - (b) use Confidential Information except to the extent necessary to fulfil their obligations under the Contract.
- 30.3 Subject to clause 30.4, a Party may disclose Confidential Information to a third party:
- (a) with the prior consent of the Disclosing Party;
 - (b) to the extent required by any Law or applicable securities regulation or rule;
 - (c) in connection with any dispute or litigation concerning the Contract or its subject matter;
 - (d) to the extent required by any Authority having jurisdiction over the Receiving Party; or

- (e) who is an employee, officer, financier, joint venture partner, related body corporate, contractor, financial adviser, legal adviser or insurer of the Receiving Party, where the disclosure is necessary for the purpose of the Receiving Party performing its obligations, or enforcing its rights, under the Contract.

30.4 Before making a disclosure to a person under clause 30.3, the Receiving Party must:

- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under the Contract, except where clause 30.3(b) applies;
- (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
- (c) where clause 30.3(e) applies, but with the exception of employees or officers of the Receiving Party, procure that the person or entity executes a deed in favour of the Disclosing Party in a form acceptable to the Disclosing Party, acting reasonably, imposing on the person or entity an undertaking of confidentiality having substantially similar effect as the Contract.

31 DATA SECURITY

31.1 The Contractor must:

- (a) do all things that a reasonable and prudent person or entity would do to ensure that all Principal Data is protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;
- (b) provide protective measures for the Principal Data that are no less vigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Principal Data; and
- (c) either return to the Principal or destroy any Principal Data immediately following the termination of the Contract.

31.2 If requested by the Principal, acting reasonably, the Contractor must take out and maintain insurance, to the Principal's reasonable satisfaction, to protect against the risks of a Cyber Incident. Clause 34 shall apply to this insurance with any necessary modifications.

32 INTELLECTUAL PROPERTY RIGHTS

32.1 The Contractor warrants that any supply by it of the Goods and/or Services and any designs, documents or methods of working provided by it to the Principal in doing so does not infringe any Intellectual Property Right.

- 32.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right arising from or in connection with the supply of the Goods and/or Services or from any designs, documents or methods of working provided by it to the Principal.
- 32.3 Ownership of a Party's Background Intellectual Property Rights vests in and shall remain vested in that Party.
- 32.4 The Contractor grants to the Principal a royalty-free, perpetual, irrevocable, express, non-exclusive, world-wide licence to use, exercise and sub-license the Contractor's Background Intellectual Property Rights only for the intended purpose of the Contract.
- 32.5 The Principal grants the Contractor a revocable, royalty-free and non-transferable licence to use any Principal's Background Intellectual Property Rights to the extent necessary for the Contractor to supply the Goods and/or Services.
- 32.6 All Intellectual Property Rights (other than the Contractor's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract will vest in the Principal. The Contractor must do everything necessary to perfect such vesting at the Contractor's cost or as otherwise agreed by the Parties.
- 32.7 The Contractor must ensure that:
- (a) copyright and any other ownership interests or rights in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract do not vest in any Sub-contractor of the Contractor or any other third party; and
 - (b) no third party is in a position to successfully assert any moral rights or other proprietary interests in relation to the Goods and/or Services or the Contract contrary to the interests of the Principal.
- 32.8 A Party must not:
- (a) grant any third party access to the other Party's Intellectual Property Rights without that other Party's prior written consent, which may be given in that other Party's discretion; or
 - (b) do or allow to be done, or fail to do, any act that may infringe the other Party's Intellectual Property Rights.
- 32.9 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.

33 LIABILITY AND INDEMNITY

33.1 Subject to the other provisions of this clause 33, the Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss suffered by the Principal or its Personnel arising directly or indirectly from:

- (a) any breach of the Contract by the Contractor;
- (b) any Wilful Misconduct, or a negligent act or omission, by the Contractor or its Personnel;
- (c) any loss or damage to the Principal's premises or property caused by the acts or omissions of the Contractor or its Personnel;
- (d) any claim made by a third party against the Principal or its Personnel, to the extent that the claim arose out of any act or omission of the Contractor or its Personnel; and
- (e) any act or omission of the Contractor or its Personnel that causes the Contractor to breach any Legal Requirement,

except to the extent that the Loss is caused by the Wilful Misconduct or a negligent act or omission of the Principal or its Personnel.

Consequential Loss

33.2 Notwithstanding any other clause of the Contract, neither Party will be liable to the other Party for any Consequential Loss unless:

- (a) the Law requires otherwise;
- (b) the Parties agree in writing that a Party will be liable for that Consequential Loss; or
- (c) the Consequential Loss is specified in or otherwise covered by an Insurance.

Civil Liability Act

33.3 Each Party agrees that Part 1F of the Civil Liability Act 2002 (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with the Contract and any of the Contractor's Sub-contractors or such Sub-contractors' personnel.

34 INSURANCE AND RISK MANAGEMENT

34.1 The Contractor must:

- (a) procure and maintain the Insurances with the minimum level of cover set out in this Document, or otherwise specified by the Principal in the Principal Request, from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency, approved by the Principal, which either:

- (i) carries on business in Australia and is authorised by the Australian Prudential Regulation Authority; or
 - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia, with any limitations regarding this requirement to have been notified to, and approved, by the Principal;
- (b) ensure that its Sub-contractors have appropriate and reasonable insurance (including as to amounts of insurance and type of insurance) for the work or services they may conduct or provide under a sub-contract relating to the provision of the Goods and/or Services to the Principal;
- (c) upon the Principal's written request, provide to the Principal copies of current and updated certificates of insurance for all Insurances, including those of a Sub-contractor;
- (d) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor;
- (e) disclose to the Principal in writing any limitations under an Insurance or other factors relevant to any Insurance which may adversely impact on the provision of the Goods and/or Services by the Contractor or a claim in connection with the Contract;
- (f) pay all premiums and deductibles applicable to any of the Insurances when due;
- (g) promptly reinstate any Insurance required if it lapses or cover is exhausted;
- (h) give the Principal at least 20 Business Days' prior written notice of any cancellation or non-renewal of, or a material alteration to, any of the Insurances; and
- (i) not do any act or omission that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances.

34.2 To the extent possible, at the times of placement or renewal of any Insurances, each Insurance must:

- (a) state that it is governed by the laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction to deal with any dispute under the policy; and
- (b) where the Principal is entitled to cover under the Insurance:
 - (i) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
 - (ii) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;

- (iii) except for compulsory workers' compensation insurance, compulsory third party motor liability insurance and professional indemnity insurance, include a cross-liability provision extending the policy to operate in the same manner as if there was a separate policy of insurance covering each party insured (without increasing the deductibles or reducing the overall limit of indemnity);
- (iv) provide that, where the Principal is not a named insured, the insurer must waive rights of subrogation against the Principal; and
- (v) provide that any breach of the conditions of that Insurance by an insured other than a Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance.

34.3 The Contractor must procure and maintain public liability insurance and product liability insurance which:

- (a) is for an amount not less than \$10 million, or such other amount as specified in the Principal Request, in respect of any one claim, is unlimited in the amount of occurrences and not less than the amount set out in the Principal Request (if any is so specified) in the aggregate during any one 12 month period of insurance;
- (b) covers the liability of the Contractor, its Personnel and the Principal in respect of:
 - (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers' compensation policy),

arising out of or in connection with the Contractor's performance of the Contract; and

- (c) covers the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with the Contract and sudden and accidental pollution.

34.4 Where the Contractor shall be using its own vehicles, plant and equipment in providing the Goods and/or Services, the Contractor must procure and maintain reasonable vehicle and equipment insurance for such vehicles, plant and equipment (Contractor's Vehicles and Equipment) (in addition to any compulsory third party motor vehicle insurance), which must:

- (a) cover all loss and/or damage to the Contractor's Vehicles and Equipment;

- (b) cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment;
- (c) be unlimited in the number of occurrences; and
- (d) to the extent available from the insurance market from time to time, contain a principal's indemnity extension in favour of the Principal.

34.5 Unless otherwise agreed in writing by the Principal, the Contractor must procure and maintain workers' compensation insurance as follows:

- (a) the Contractor must insure against liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor including liability under statute and at common law with a level of cover not less than \$50 million, or such amount as is specified in a Principal Request, in respect of any one event; or
- (b) where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.

34.6 Where specified in a Principal Request or otherwise reasonably requested by the Principal, the Contractor must procure and maintain professional indemnity insurance, which must:

- (a) be for not less than \$5 million, or such other amount as is specified in the Principal Request, or otherwise reasonably requested by the Principal in respect of any one claim;
- (b) be for an amount not less than the amount specified in the Principal Request in the aggregate for all claims arising in any one 12 month period of insurance (if an amount is so specified);
- (c) include one full automatic reinstatement of the limit of liability;
- (d) cover liability arising from any act or omission in connection with or arising out of the Contractor's professional activities and duties under the Contract; and
- (e) cover claims under the Competition and Consumer Act 2010 (Cth), the Fair Trading Act 2010 (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.

34.7 Notwithstanding any other provision of this clause 34, if agreed in writing by the Principal, the Contractor may self-insure in respect of any or all of the Insurances provided that:

- (a) it is lawful for the Contractor to do so;
- (b) the Contractor identifies in writing to the Principal which of the risks required to be insured are being self-insured; and
- (c) if required by the Principal from time to time, the Contractor will provide to the Principal a copy of the Contractor's latest annual report and accounts and/or demonstrate to the Principal's reasonable satisfaction that the Contractor maintains sufficient financial reserves to discharge any liability accruing in respect of such insurance risks.

34.8 The Parties acknowledge and agree that:

- (a) the effecting and maintaining of the Insurances by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract;
- (b) the Insurances are primary, and not secondary, to the indemnities referred to in this Document and the Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under such indemnities;
- (c) whenever a claim is made under any of the Insurances, the Contractor is liable for any excess or deductible payable as a consequence;
- (d) the Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances;
- (e) nothing in this clause 34 fixes the Principal with notice of the contents of any Insurance policy and must not be raised as a defence to any claim by the Principal against the Contractor; and
- (f) where relevant, the Contractor must provide reasonably requested assistance to the Principal in the preparation and negotiation of insurance claims.

34.9 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2009 Risk Management.

35 FORCE MAJEURE EVENT

35.1 A Party must:

- (a) immediately give notice to the other Party of any Force Majeure Event that precludes that Party from partially or wholly complying with any of its obligations under the Contract (Affected Obligations); and
- (b) if it gives such a notice, either:
 - (i) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
 - (ii) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplementary notices during the period over which the Force Majeure Event continues.

35.2 The Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.

35.3 The Party whose performance is affected by the Force Majeure Event must use its reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay so caused.

35.4 If a Force Majeure Event continues to affect the provision of the Goods and/or Services for the duration of the Force Majeure Event Termination Period, the Principal may terminate the Contract by serving written notice on the Contractor.

36 SETTLEMENT OF DISPUTES

36.1 In the event of a Dispute, a Party may provide a written notice to the other Party identifying the nature of the Dispute and containing enough information to enable the other Party to reasonably understand the facts relevant to the Dispute (Dispute Notice).

36.2 Within 15 Business Days of receipt of the Dispute Notice, the Parties shall meet to seek to negotiate, in good faith, a resolution to the Dispute.

36.3 In the event that the Dispute remains unresolved after the time period referred to in clause 36.2, either Party may, at any time after giving notice to the other Party of its intention to do so, refer the Dispute for mediation in accordance with clause 36.4.

36.4 A mediation under this clause 36 shall:

- (a) be conducted by a single mediator to be appointed, in the absence of agreement by the Parties within 5 Business Days after the giving of a notice of intention under clause 36.3, by the Chairperson (or his or her nominee) for the time being of the dispute resolution organisation known as the Resolution Institute;

- (b) be conducted according to the rules proposed by the appointed mediator; and
 - (c) be conducted during a period of 10 Business Days (or such longer period as the Parties may agree in writing) from the acceptance by the mediator of his or her appointment.
- 36.5 The Parties shall each pay their own costs of the mediation and will each pay half of the mediator's fees and costs.
- 36.6 If the Parties are unable to resolve the Dispute within the mediation period stipulated in, or agreed under, clause 36.4(c), either Party may take whatever other action is available to it under the Contract or the Law, including initiating proceedings in a court of competent jurisdiction.
- 36.7 Nothing in this clause 36 precludes a Party from seeking interlocutory relief relative to the subject matter of a Dispute from a court of competent jurisdiction, including the right to seek injunctive relief.

37 DEFAULT, SUSPENSION AND TERMINATION FOR BREACH

Default

- 37.1 If a Party breaches a provision of the Contract and that breach continues for a period of 5 Business Days, the other Party may provide a written notice to that Party:
- (a) identifying the nature of the alleged breach;
 - (b) requiring the Party to comply with the relevant provision of the Contract; and
 - (c) requiring the Party to remedy the breach in any manner and within a reasonable timeframe specified in the notice.
- 37.2 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages or exercise any other right under the Contract or under any applicable Legal Requirement.

Suspension

- 37.3 If a Party breaches a provision of the Contract and fails to comply with a written notice issued under clause 37.1, the non-defaulting Party may suspend the performance of its obligations (or any of them) and the defaulting Party's obligations (or any of them) by written notice to the defaulting Party until such time that the breach is remedied to the non-defaulting Party's reasonable satisfaction or the non-defaulting Party otherwise directs that the performance of the Contract is no longer suspended at which point the Parties must promptly recommence the performance of their obligations.

- 37.4 The Contractor must bear any cost it incurs as a result of a suspension under clauses 23.4 or 37.3 and any costs incurred by the Principal as a result of the suspension and any amounts payable by the Contractor under this clause become a debt due to the Principal by the Contractor, where the Contractor is the defaulting Party.
- 37.5 To avoid doubt, if a Party suspends the Contract or any part of it in accordance with clause 37.3, the Completion Date shall not be extended by the period of that suspension, except as otherwise agreed in writing by the Parties.

Termination for breach

- 37.6 Subject to clause 37.7, without limiting the other circumstances in which the Contract may be terminated, if a Party breaches a provision of the Contract and fails to comply with a notice issued under clause 37.1, then the other Party:
- (a) may give a further notice to the defaulting Party of its intention to terminate the Contract if the breach is not remedied or rectified in accordance with any manner or timeframe specified in the notice; and
 - (b) by a further and final notice in writing to the defaulting Party immediately terminate the Contract if the breach is not remedied or rectified within the timeframe specified in the notice given under clause 37.6(a).
- 37.7 If a Party breaches a material provision of the Contract and that default is incapable of remedy or rectification, the non-defaulting Party may terminate the Contract by written notice to the defaulting Party.

38 TERMINATION

- 38.1 Without limiting the other circumstances in which the Contract may be terminated, if a Party:
- (a) commits an Insolvency Event;
 - (b) assigns or sub-contracts the Contract or any part thereof without any prior written consent of the other Party required by the Contract;
 - (c) or any of its Personnel are found guilty of any criminal act relating to the Goods and/or Services; or
 - (d) includes in its Request Response any statement, representation, description of fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Party or not,
- 38.2 If the Contract is terminated, the Principal may engage or contract with any person other than the Contractor to provide similar or equivalent goods and/or services to the Goods and/or Services.

38.3 Where the Principal terminates the Contract under clauses 37.6, 37.7 or this clause 38, the Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal as a result of any of the matters referred to in those clauses and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered by the Principal as a debt due by the Contractor to the Principal.

38.4 When the Contract is terminated, the Contractor must:

- (a) promptly return to the Principal or destroy any of the Principal's property or Principal's Documents as directed in writing by the Principal; and
- (b) if requested by the Principal, co-operate with and assist the Principal to transition the provision of the Goods and/or Services to the Principal or to another contractor engaged by the Principal, including by complying with the terms of any agreed Transition Plan.

39 ASSIGNMENT AND SUBCONTRACTING

39.1 The Contractor shall not:

- (a) assign all or any part of its rights and obligations under the Contract; or
- (b) sub-contract the whole or any part of the Contract, without:
 - (c) the Principal's prior written approval, which must not be unreasonably withheld; and
 - (d) in the case of an assignment under clause 39.1(a) where obligations are to be assigned, the proposed assignee executing a deed in favour of the Principal agreeing to comply with and be bound by the obligations of the Contractor under the Contract.

39.2 To avoid doubt, the Principal's approval to sub-contract does not discharge or release the Contractor from any liability or obligation under the Contract.

40 RESTRUCTURE OF THE PRINCIPAL

If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined by the Principal or the successors of the Principal under the restructure. To avoid doubt, the Contractor may enter into a deed of assignment and assumption with the new legal entity to confirm the assignment and assumption.

41 NOTICES

41.1 Any notice under the Contract shall be in English, in legible writing and signed whether by hand or by electronic signature, and shall be given or served by:

- (a) hand delivery or prepaid post to the address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified address; or
- (b) email to the email address of the receiving Party specified in the Request Response, Letter of Award or in Schedule 1, as applicable, or at such other email address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified email address.

41.2 Any notice or other communication is regarded as being given by the notifying Party and received by the receiving Party:

- (a) if by delivery in person, when delivered to the address of the receiving Party;
- (b) if by post, 5 Business Days from and including the date of postage; and
- (c) if sent by email, in accordance with section 14 of the Electronic Transactions Act 2011 (WA),

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (receiving Party's time), it is regarded as received at 9.00am on the following Business Day.

42 GENERAL

42.1 Relationship of the Parties

- (a) The Contractor acknowledges and agrees that it is an independent contractor and not an agent of the Principal and that it has no authority to bind the Principal by contract or otherwise.
- (b) Nothing in the Contract creates a partnership, trust or agency between the Parties or imposes any fiduciary duties on either Party in relation to the other, unless expressly stated in this Document.

42.2 Severability

Should any part of the Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) if it cannot be read down, severed from the Contract to the extent of the invalidity or unenforceability,

and the remainder of the Contract shall not be affected by such invalidity or unenforceability.

42.3 Variation to Contract terms

The terms of the Contract shall not be varied except by the written agreement of the Parties.

42.4 Waiver

- (a) A Party may only waive a right or power it has under the Contract by written notice to the other Party.
- (b) No forbearance, delay or indulgence by a Party in enforcing a provision of the Contract shall prejudice, restrict or limit the rights of, or the exercise of the powers of, that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach or of that right or power in the future.

42.5 Entire agreement

The Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, promises, statements, or negotiations, express or implied, in respect of the subject matter of the Contract.

42.6 Rights are cumulative

Subject to any express provision in the Contract to the contrary, the rights of a Party under the Contract are cumulative and are in addition to any other rights of that Party.

42.7 Governing Law

The Contract and any Dispute shall be governed by the Laws of the State of Western Australia and the Parties agree that the courts of that State will have exclusive jurisdiction to deal with any Dispute.

EXECUTION

Principal

Signed by an authorised person(s) on
behalf of the Shire of Boddington:

sign
here ►

Chief Executive Officer

print
name

Contractor

EXECUTED by <name of contractor>

ABN xx xxx xxx xxx:

Director/Secretary/Sole Director-
Secretary (signature)
(Delete whichever is not applicable)

← _____ ←
Director/Secretary (signature)
(Delete whichever is not applicable)

Director/Secretary/Sole Director-
Secretary (print full name)
(Delete whichever is not applicable)

Director/Secretary (print full name)
(Delete whichever is not applicable)

SCHEDULE 1 – CONTRACT SPECIFICS

ITEM	DESCRIPTION	CONTRACT SPECIFICS
1.	Contract Manager (Principal)	[Name, position], Shire of Boddington. Address: 39 Bannister Road Boddington 6390 Telephone: 9883 4999 Email: [insert]@boddington.wa.gov.au
2.	Contractor's Representative	[NAME, JOB DESCRIPTION , COMPANY] Address: Telephone: Email:
3.	End Date	<i>As determined by the Principal</i>
4.	Additional Period	As negotiated by the Principal and agreed by the Contractor
5.	Insurances	<p>Insurances must be maintained for the duration of the Contract with the following minimum levels of cover:</p> <p>Public liability insurance: where applicable the Contractor shall maintain Insurance to a value of \$20,000,000.</p> <p>Workers' compensation insurance: where applicable the Contractor shall maintain insurance in accordance with the Workers' Compensation and Injury Management Act 1981 (WA) and to a value of \$500,000.</p> <p>Professional indemnity insurance: to a value of \$5,000,000.</p> <p>Certificates of currency are to be supplied prior to commencement of works.</p>
6.	Rates	<i>To be determined</i>
7.	Specification	<i>To be determined</i>



9.2.3 Draft Designs for 32 Bannister and Central Park

File Reference:	3.000615
Applicant:	Not Applicable
Previous Item:	OCM July 2023, Resolution 82/23, OCM November 2024, Resolution 171/24
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.2.3A Concept Designs 9.2.3B Consultation Report

Summary

Council is requested to endorse the draft designs for 32 Bannister and Central Park as part of the Town Centre Revitalisation Masterplan following a period of public consultation.

Background

In 2022, the Shire commissioned a community survey as a part of the development of the Council Plan. This revealed that one of the prominent challenges identified for the Boddington Town Centre is that it appears “tired and outdated”. Recognising the need for improvement, the community expressed their desire to enhance the Centre’s amenity through various actions, including beautifying the Town Centre with vibrant landscaping, tree planting, street artwork and sculptures.

Two key elements of the Masterplan involved the development of 32 Bannister Road and Central Park, aimed at enhancing spaces within the Town Centre for both community use and visitor appeal.

At the time, it was acknowledged that individual projects within each precinct would require detailed design and further planning as resources became available for their implementation. With support from the Federal Government’s Growing Regions Funding, Lotterywest, and the allocation of municipal funds by Council, detailed planning for these spaces has now been undertaken.

Comment

The spaces were initially scoped in the overarching Town Centre masterplan as:

- 32 Bannister Road
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.
- Central Park
Enhance to increase pedestrian connectivity from the East to the town centre. A new concept should benefit pedestrian experience, add greenery and shade canopy.

The draft concepts for each of the spaces, contained in Attachment 9.2.3A, propose the following key elements:

- 32 Bannister Road
 - o Multi-use sea container space overlooking the plaza
 - o Removal of the Exordium façade, with a new awning structure and seating addressing Bannister Road
 - o Options for food truck parking along Peppercorn Lane
 - o Tree and shrub planting for seasonal colour

- Festoon lighting over the area, with both fixed and flexible furniture
- New boundary fencing and low retaining walls with permeable fencing
- Green open space adjacent to the adjoining vacant lot
- Shade structures for comfort and visual appeal
- Central Park
 - New shrub planting and boundary fencing for better shade and definition
 - Upgraded shelters and shaded seating overlooking open grass
 - A reconfigured playground area with additional equipment
 - Accessible drinking fountain and bird waterer installation
 - Path realignment to enhance flow and lighting use
 - Retention of key features like the wishing well and 'Miners' artwork

Feedback has been sought from the landscape designer on the following matters:

- Central Plaza: Advice has been requested on the potential to accommodate an additional flexible structure adjacent to the existing structure along the fence line in the future. The ability to design the space to include an additional structure has been confirmed.
- Central Park: Further consideration has been suggested in relation to the proposed fencing style, and alternative design options have been requested to ensure alignment with the overall aesthetic and functional requirements of the space.

The final draft Concept Designs were released to the community for comment, with 16 surveys being completed. The Consultation Report is contained in Attachment 9.2.3B, with feedback summarised as follows:

32 Bannister Road

- The most popular elements included the sea container/flexible space, opportunity for food truck parking, shade structures, open grass areas, trees, and lighting.
- The least popular included the low retaining wall with permeable fence, and the Exordium façade being removed, although this element received more positive than negative ratings.
- General comments included concern that this development may affect the availability of parking, and the request for the inclusion of a water fountain with dog watering capability.

Central Park

- The most popular elements included the retention of the expanded fenced area, the new shelters and table settings within the area. The proposed shrub plantings, retention of existing artwork, realignment of the path, bench seating, and adding to the existing play equipment were also well supported.

Approval of the Concept Design will allow the final detailed design to be produced, enabling the project to progress to the procurement phase. Assuming a timely procurement process, it is anticipated that the works will be complete by 30 June 2026, although the grant funding allows the project to extend through to December 2026.

Consultation

Engagement activities for the detailed planning of the spaces included:

- An online survey to inform the design
- Stall in front of the IGA
- Councillor workshop
- Stakeholder workshop

- A further online and hardcopy submission period to comment on the draft design.

Following the initial design, an additional workshop presenting the key outcomes from the consultation and an early concept design, was workshopped with Council.

Strategic Implications

Aspiration	Place
Outcome 8	Attractive and welcoming streets and community spaces
Objective 8.2	Provide quality playgrounds, parks and community spaces
Action 8.2.2	Upgrade Central Park with new trees, garden beds, a grassed area, vegetation basin and new entrance to Bannister Road
Action 8.2.4	Prepare a detailed design, and upgrade the public open space at Lot 32 Bannister Road

Legislative Implications

Nil

Policy Implications

Nil

Financial Implications

The project is funded within the current resource allocation in the Strategic Resource Plan. This includes Growing Regions funding, Lotterywest funding and an allocation from municipal funds (reserves and general revenue).

Economic Implications

The revitalisation of Boddington as a tourism destination has the potential to significantly enhance the local economy and attract a greater influx of visitors. As visitation increases, there will be opportunities to enhance the food and beverage offerings, enticing visitors to extend their stays and contributing to the development of a robust and sustainable tourism industry.

Social Implications

The project is a key social infrastructure project for the Shire that will benefit the broader community.

Environmental Considerations

Nil

Risk Considerations

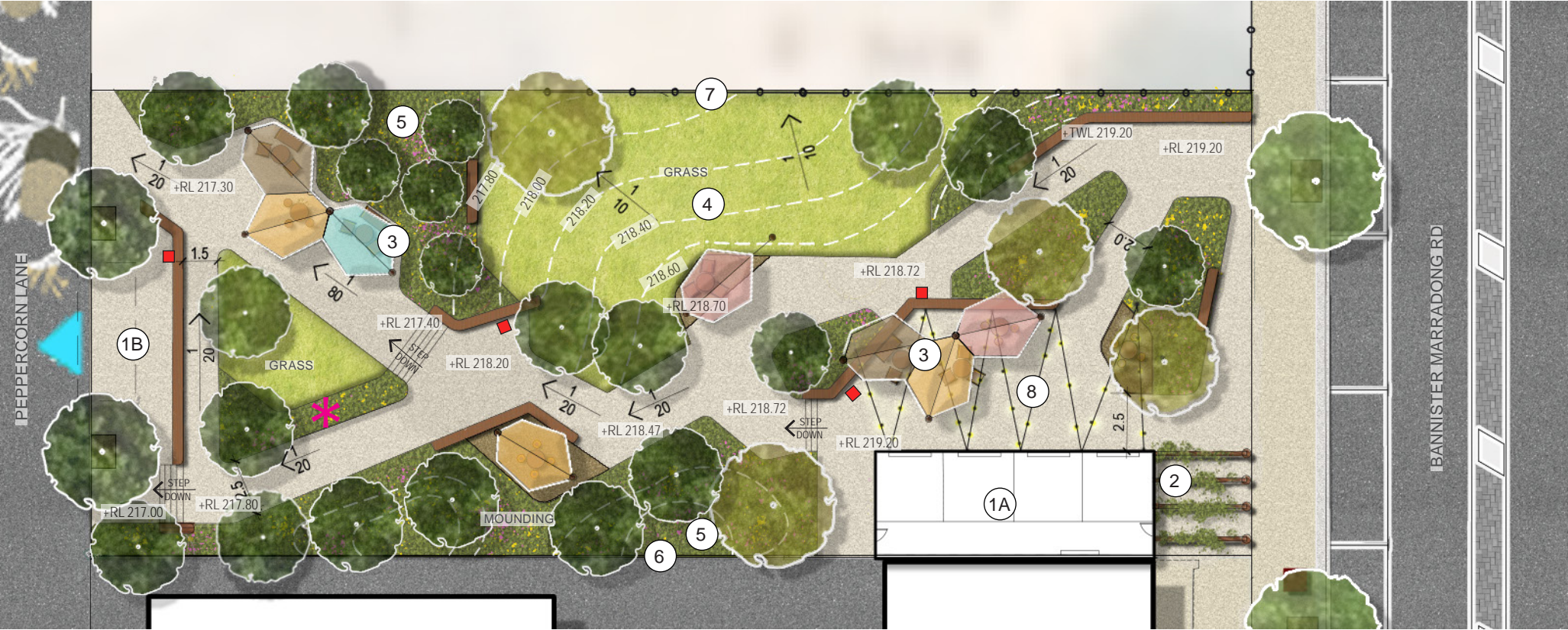
Risk Statement and Consequence	Failure to deliver on this project following the development of the masterplan, which has heightened community expectations, is a key risk, as is the management of the Growing Regions Grant.
Risk Rating (prior to treatment or control)	High
Principal Risk Theme	Reputational, Financial

Risk Action Plan (controls or treatment proposed)	Continue to implement project management processes for all elements within the Masterplan.
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Officer Recommendation and Council Decision

That Council endorse the draft Concept Designs as contained in Attachment 9.2.3A, enabling the procurement stage of the project to commence.

10.0 PLAZA concept design



DESIGN NOTES

1A

SEA CONTAINER FLEXIBLE SPACES OVERLOOKING THE PLAZA SPACE

1B

OPPORTUNITY FOR FOOD TRUCK PARKING ON PEPPERCORN LANE

2

EXORDIUM FACADE REMOVED. NEW AWNING STRUCTURE AND SEATING BELOW TO ADDRESS STREET FRONTAGE

3

SHADE STRUCTURES TO PROVIDE PROTECTION FROM ELEMENTS. VISUAL INTEREST & MOVEMENT THROUGHOUT THE SPACE

4

OPEN GRASS AREAS TO CREATE GREEN INTERFACE ADJACENT EXISTING GRAVEL CARPARK

5

TREE AND SHRUB PLANTING TO CREATE GREEN BACKDROP AND SEASONAL INTEREST

6

EXISTING FENCE TO BE REPLACED WITH 1.8M COLOURBOND FENCING. COLOUR AS PER COLOUR PALETTE.

7

LOW RETAINING WALL WITH PERMEABLE FENCE ABOVE PROPOSED HEIGHT OF 1.2M

8

FESTOON LIGHTS OVER AREA WITH FIXED AND FLEXIBLE FURNITURE.

LEGEND

 PROPOSED SHELTER

 PROPOSED FENCE

 PROPOSED LOW WALL FOR INTERNAL SEATING

 PROPOSED PATH

 PROPOSED PLANTING

 POWER POINTS

 PROPOSED TREES

 EXISTING TREES

 FEATURE ARTWORK AS A WAYFINDER

PLAZA concept design



MATERIAL AND FURNITURE SELECTIONS

SEA CONTAINER FLEXIBLE SPACES



SHADE STRUCTURES - GX OUTDOORS PANDANUS SYSTEM WITH A COMBINATION OF SOLID SHADE AND UNIQUE PERFORATED PATTERNS



BENCH SEAT

PICNIC SETTING



BIN SURROUNDS

LOCAL ROCK BOULDERS



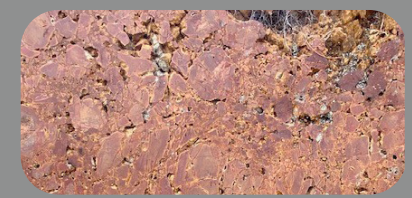
CONCRETE PATHS



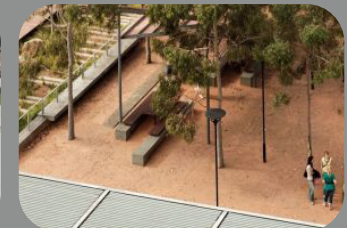
UNDULATING TURF



LATERITE BLOCK WALL



COMPACTED FINES





DESIGN NOTES

- | | | | |
|---|---|---|--|
| 1 REMOVE EXISTING TIMBER (IF ABLE) AND REPLACE WITH HALF LOGS TO CREATE SEATING OPPORTUNITY | 4 NEW SHELTERS OVER EXISTING SEATING. NEW SHRUB PLANTING TO SOFTEN SPACE AND CREATE SEPARATION FROM PLAY AREA | 7 PROPOSED SHRUB PLANTING ALONG FENCE TO DEFINE SPACE AND ENHANCE SHADE. REPLACE BOUNDARY FENCE | 11 SUPPLEMENT EXISTING PLAY EQUIPMENT WITH ADDITIONAL ITEMS TO INCREASE VARIETY OF PLAY EXPERIENCE |
| 2 NEW PATH ALIGNMENT TO MAXIMISE EXISTING LIGHTING, MEANDER TO CREATE INTEREST AND MAINTAIN CONNECTIONS | 5 NEW PLAYGROUND FENCE TO BE REALIGNED TO INCREASE PLAY AREA WHILE MAINTAINING SAFETY. EXISTING ROCKERS TO BE RELOCATED AS REQUIRED | 8 BENCH SEATING OVERLOOKING GRASS AREA SHADED BY PROPOSED TREES | 12 EXISTING WISHING WELL TO BE RETAINED |
| 3 REPLACE UNDER-PERFORMING TURF IN SHADED LOCATIONS WITH GROUNDCOVER SHRUB PLANTING AT PARK ENTRY | 6 NEW SHELTER, PICNIC SETTING AND TURF WITHIN FENCED AREA FOR CAREGIVERS AND TO IMPROVE TODDLER SAFETY | 9 RELOCATE DRINKING FOUNTAIN TO ACCESSIBLE LOCATION | 13 EXISTING 'MINERS' ARTWORK TO BE RETAINED |
| | | 10 PROPOSED BIRD WATERER CONNECTED TO MAINS WATER | |

LEGEND



CENTRAL PARK concept design



PLANTING IN
PART-SHADE



COCKATOO
BIRD WATERER



BENCH SEAT AND
PICNIC SETTING



MATERIAL AND FURNITURE SELECTIONS

SHADE STRUCTURES WITH SOLID SHADE
TO MATCH SELECTIONS IN PLAZA SPACE



ADDITIONAL PLAY EQUIPMENT
TO COMPLEMENT EXISTING



CHAINLINK FENCE IN GREY,
SET AMONGST PLANTING



PLANTING ALONG
SIDE BOUNDARIES



CONCRETE
PATHS



LATERITE BLOCK
EDGING



Community Feedback Summary

32 Bannister Road

Design Element Description	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
Opportunity for food truck parking on Peppercorn Lane	14.29% (2)	7.14% (1)	21.43% (3)	7.14% (1)	57.14% (8)
Festoon lights over area with fixed and flexible furniture	21.43% (3)	0.00% (0)	14.29% (2)	14.29% (2)	57.14% (8)
Shade structures to provide protection from the elements	21.43% (3)	0.00% (0)	7.14% (1)	21.43% (3)	50.00% (7)
Open grass areas to create green interface	21.43% (3)	0.00% (0)	7.14% (1)	21.43% (3)	50.00% (7)
Tree and shrub planting	14.29% (2)	0.00% (0)	7.14% (1)	28.57% (4)	50.00% (7)
Sea container flexible spaces overlooking the plaza	21.43% (3)	7.14% (1)	0.00% (0)	28.57% (4)	42.86% (6)
Existing fence to be replaced with 1.8m Colourbond fencing	14.29% (2)	0.00% (0)	28.57% (4)	21.43% (3)	42.86% (6)
Exordium façade removed. New awning structure and seating below	28.57% (4)	0.00% (0)	14.29% (2)	28.57% (4)	28.57% (4)
Low retaining wall with permeable fence	21.43% (3)	7.14% (1)	14.29% (2)	42.86% (6)	21.43% (3)

* Note – the number of responses is denoted by (*)

Q. Is there anything you would like changed?

Add a dog drink bowl and water fountain and it'll be perfect

Nope

Bigger parcel of land. The permeable fence to the empty block next door - more planting along this edge to hide the empty block. Access available from the block to the green area.

Don't waste rate payers money This is NOT what rate payers are looking for Put the money into fixing facilities, encouraging business development, home business and any other new investment and income to town

Yes ..keep the fascade, just update. Add off street parking on the IGA side of the main road.

Central Park

Design Element Description	Strongly Disagree	Disagree	Neutral	Agree	Strongly Agree
New shelter, picnic setting and turf within fenced area	0.00% (0)	8.33% (1)	8.33% (1)	16.67% (2)	66.67% (8)
Proposed shrub planting along fence	7.69% (1)	0.00% (0)	30.77% (4)	0.00% (0)	61.54% (8)
Existing 'miners' artwork to be retained	7.69% (1)	0.00% (0)	23.08% (3)	7.69% (1)	61.54% (8)
New path alignment to maximise existing lighting	7.69% (1)	7.69% (1)	0.00% (0)	30.77% (4)	53.85% (7)
Bench seating overlooking grass area	0.00% (0)	7.69% (1)	15.38% (2)	23.08% (3)	53.85% (7)
Supplement existing play equipment with additional items	7.69% (1)	7.69% (1)	15.38% (2)	15.38% (2)	53.85% (7)
Existing wishing well to be retained	8.33% (1)	0.00% (0)	16.67% (2)	16.67% (2)	58.33% (7)
New shelters over existing seating	7.69% (1)	0.00% (0)	23.08% (3)	23.08% (3)	46.15% (6)
New playground fencing	7.69% (1)	7.69% (1)	23.08% (3)	15.38% (2)	46.15% (6)
Relocate drinking fountain	15.38% (2)	0.00% (0)	30.77% (4)	7.69% (1)	46.15% (6)
Proposed bird waterer	15.38% (2)	0.00% (0)	15.38% (2)	23.08% (3)	46.15% (6)
Remove existing timber and replace with half logs to create seating	7.69% (1)	7.69% (1)	15.38% (2)	30.77% (4)	38.46% (5)
Replace under-performing turf with groundcover shrub planting at entry	7.69% (1)	7.69% (1)	30.77% (4)	23.08% (3)	30.77% (4)

Q. Is there anything you would like changed?

All features appear good and needed.

It would be great to put in a public BBQ into this space too. Like the ones at Hotham Park.

I love the bird waterer.

Yes replace the wood at the front with a nicer frontage Yes fence a bigger area Yes add to the play equipment - good quality well researched equipment that will last and that is appropriate for the younger age group which this park is targeted for Don't add shrubs Don't add a bird feeder Just keep it simple and focus on what is needed not what tourists want A nice shade shelter so it blocks the horrendous cameras overlooking the park would be fabulous Don't realign concrete or waste money on any other fickle things.

9.2.4 Appointment and Endorsement of Presiding Members for Council Committees

File Reference:	2.049
Applicant:	Not Applicable
Previous Item:	Nil
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Voting Requirements:	Absolute Majority
Attachments:	Nil

Summary

Council is requested to elect presiding members for the Audit Committee to meet the requirements of new legislation.

Background

Under the previous legislative framework, committees were empowered to elect their Presiding Members from amongst themselves. Reforms proclaimed late last year require Local Governments to appoint Committee Presiding Members and Deputy Presiding Members by absolute majority Council decision by no later than 1 July 2025. This applies to all current Committees established under section 5.8 of the Local Government Act 1995 (LG Act), including Audit Committees.

The amended sections 5.12 and 5.13 provisions mean that any new Committees, and Committees that are re-established following the 2025 Local Government Elections, will no longer elect their Presiding Member / Deputy Presiding Member. Instead, the Council is required to appoint, by absolute majority, the Presiding Member / Deputy Presiding Member for each committee, which may occur at the time Council appoints the Committee Membership.

The amendment includes transitional provisions:

- Local governments must appoint Presiding Members for all existing committees by 1 July 2025.
- Existing Presiding Members and Deputy Presiding Members may continue in their roles until these appointments are made or until 30 June 2025 for Deputy Presiding Members.

Comment

The recent amendments to the Local Government Act 1995 necessitate a shift in Council's approach to appointing Presiding Members for its committees. By adopting the recommendations, Council ensures compliance with the amended Act while maintaining the integrity of its governance processes.

Council currently has the following Committee established under the Local Government Act 1995, and associated presiding member:

- Audit Committee: Cr Garry Ventris

The recommendation is to appoint the Shire President as Presiding Member, and Deputy Shire President as Deputy Presiding Member, which will carry through to the Ordinary Council Election in October 2025.

It should be noted that amendments to the Audit Committee structure will shortly be required. Recent legislative changes mandate that the Audit Committee be chaired by an independent

presiding member. The details of these changes will be presented to the Audit Committee in June 2025 for consideration.

Consultation

Nil

Strategic Implications

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

Legislative Implications

Local Government Act 1995:

- Section 5.12(1): Requires the Council to appoint a member of a committee as the Presiding Member by absolute majority.
- Section 5.12(2): Allows the Council to appoint a Deputy Presiding Member by absolute majority.

Transitional provisions:

- Clause 67(2): Requires appointments under new section 5.12(1) by 1 July 2025.
- Clause 68(2): Allows existing Deputy Presiding Members to remain in office until 30 June 2025 or until new appointments are made.

Policy Implications

Nil

Financial Implications

Nil

Economic Implications

Nil

Social Implications

Nil

Environmental and Climate Change Implications

Nil

Risk Considerations

Risk Statement and Consequence	Failure to comply with the amended Local Government Act 1995 may result in noncompliance risks, including reputational damage and potential legal consequences.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Reputational

Risk Action Plan (controls or treatment proposed)	Nil
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Officer Recommendation

That Council, with regard to amendments to the Local Government Act 1995 relating to the appointment of Presiding Members of Committees, appoints Cr Eugene Smalberger as the Presiding Member, and Cr Paul Carrotts as Deputy Presiding Member for the Audit Committee.

9.3 CORPORATE SERVICES

9.3.1 Payment Listing

File Reference:	3.0070
Applicant:	Nil
Previous Item:	Nil
Author:	Executive Manager Corporate Services
Disclosure of Interest:	Nil
Voting Requirements:	Simple Majority
Attachments:	9.3.1A List of Payments ending 30 April 2025

Summary

The list of payments for the month ending 30 April 2025 is presented for noting by Council.

Background

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

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

Comment

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

Consultation

Nil

Strategic Implications

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

Legislative Implications

Local Government (Financial Management) Regulations 1996 - Reg 13

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

Policy Implications

Nil

Financial Implications

As disclosed within the payment listing.

Economic Implications

Nil

Social Implications

Nil

Environmental and Climate Change Considerations

Nil

Risk Considerations

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

Officer Recommendation

That Council receive the list of payments for the month ending 30 April 2025 as presented.

SHIRE OF BODDINGTON - LIST OF PAYMENTS - APRIL 2025

Chq/EFT	Date	Name	Description	Amount
17701	11/04/2025	SHIRE OF BODDINGTON	PETTY CASH REIMBURSEMENT	20.00
EFT27744	04/04/2025	BODDINGTON MEDICAL CENTRE	SOUTH32 COMMUNITY HEALTH INITIATIVE	25,000.00
EFT27745	04/04/2025	LANDGATE	RURAL UV'S CHARGEABLE	47.18
EFT27746	04/04/2025	TANIA MARIE DAWSON	BODDFIT MEMBER INDUCTIONS	385.00
EFT27747	04/04/2025	FOOT PRINT (WA) PTY LTD	STAY UP TO DATE FLYERS	121.70
EFT27748	04/04/2025	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	294.86
EFT27749	04/04/2025	CROSSMAN BUSHFIRE BRIGADE	CBFB ATTENDANCE AT SUMMER BY THE RIVER	350.00
EFT27750	04/04/2025	CARDILE INTERNATIONAL FIREWORKS PTY LTD	SUMMER BY THE RIVER FIREWORKS DISPLAY	8,800.00
EFT27751	04/04/2025	WALLIS COMPUTER SOLUTIONS	ANNUAL BILLING FOR 2024/2025	19,404.00
EFT27752	04/04/2025	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE YOUTH CENTRE	2,730.81
EFT27753	04/04/2025	GARRY VENTRIS	COUNCILLOR ALLOWANCES	5,792.75
EFT27754	04/04/2025	BODDINGTON MINI SKIPS	SUMMER BY THE RIVER SKIP BIN COLLECTION	275.00
EFT27755	04/04/2025	J & M REID EARTHMOVING PTY LTD	WATERCART HIRE FOR HARVEY-QUINDANNING RD	32,604.00
EFT27756	04/04/2025	ANDREW THOMAS RYLEY	COUNCILLOR ALLOWANCES	1,808.25
EFT27757	04/04/2025	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	53.08
EFT27758	04/04/2025	GFG TEMPORARY ASSIST	TEMPORARY PERSONNEL SUPPORT	7,496.50
EFT27759	04/04/2025	PYKE PLUMBING & GAS PTY LTD	NEW HOT WATER HEAT PUMP - 20 PRUSSIAN WAY	4,376.00
EFT27760	04/04/2025	ECONOMIC DEVELOPMENT AUSTRALIA LIMITED	MEMBERSHIP RENEWAL	522.50
EFT27761	04/04/2025	COMMERCIAL IRRIGATION W.A	RETICULATION WORK AT BANKSIA PARK	704.00
EFT27762	04/04/2025	WORKSCREEN MEDICAL PTY LTD	PRE-EMPLOYMENT MEDICALS	517.00
EFT27763	04/04/2025	DEBBIE'S CULTURAL CONSULTING	WELCOME TO COUNTRY CEREMONY	600.00
EFT27764	04/04/2025	PIZZA AMORE	SUMMER BY THE RIVER 2025 VOUCHERS	60.00
EFT27765	04/04/2025	FOCUS DEMOLITION & ASBESTOS REMOVAL P/L	REFUND OF STANDPIPE BOND	120.00
EFT27766	04/04/2025	AVON WASTE	RUBBISH SERVICES MARCH 2025	6,876.42
EFT27767	04/04/2025	SHIRE OF BODDINGTON	BSL COMMISSION MARCH 2025	30.00
EFT27768	04/04/2025	BODDINGTON BUSHFIRE BRIGADE	BBFB ATTENDANCE AT SUMMER BY THE RIVER	350.00
EFT27769	04/04/2025	LOGO APPOINTMENTS WA	HR TEMPORARY SUPPORT	2,524.50
EFT27770	04/04/2025	DEPT OF MINES,INDUSTRY REGULATION &	BSL MARCH 2025	446.91
EFT27771	04/04/2025	BODDINGTON SES	REIMBURSEMENT FOR THE SES	494.83
EFT27772	11/04/2025	AUSTRALIA POST ACCOUNTS RECEIVABLE	POSTAGE MARCH 2025	392.08
EFT27773	11/04/2025	COATES HIRE	HIRE OF LIGHTING TOWER	106.41
EFT27774	11/04/2025	ADVANTAGE ENVIRONMENTAL PEST CONTROL	PEST CONTROL - MICE BAIT & INSPECTION	1,279.30
EFT27775	11/04/2025	PORTER CONSULTING ENGINEERS	HARVEY-QUINDANNING RD - DETAILED DESIGN	28,850.25
EFT27776	11/04/2025	SEEK LIMITED	ADVERTISING - 12 MONTHS SUBSCRIPTION	2,634.50
EFT27777	11/04/2025	J M SALES	BG 86 Z BLOWERS	862.20
EFT27778	11/04/2025	LEONARD ALLEN ALEXANDER LEWIS	COUNCILLORS ALLOWANCES	2,163.15
EFT27779	11/04/2025	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	80.56
EFT27780	11/04/2025	NEWMONT BODDINGTON GOLD	RENT 3 PRUSSIAN WAY	1,300.00
EFT27781	11/04/2025	VOLT AIR PTY LTD	ELECTRICAL WORK	950.00
EFT27782	11/04/2025	ZIRCODATA PTY LTD	STORAGE FEES	100.79
EFT27783	11/04/2025	SURVEYING SOUTH	SETOUT SEAL EDGE HARVEY-QUINDANNING RD	1,100.00
EFT27784	11/04/2025	BODDINGTON MINI SKIPS	SKIP COLLECTION FROM THE PAVILION	475.00
EFT27785	11/04/2025	PERTH BOUNCY CASTLE HIRE	HOLIDAY PROGRAM - WATER SLIDE	1,461.17
EFT27786	11/04/2025	DESNIE EUGENE SMALBERGER	COUNCILLOR ALLOWANCES	2,423.25
EFT27787	11/04/2025	BODDINGTON POST OFFICE & STORE	STATIONERY ITEMS	319.60
EFT27788	11/04/2025	SAPIO PTY LTD	GALLAGHER SWIPECARD & CCTV MAINTENANCE	937.20
EFT27789	11/04/2025	SOFT LANDING LTD	REMOVAL OF MATTRESSES FROM REFUSE SITE	5,355.13
EFT27790	11/04/2025	MANDURAH PSYCHOLOGICAL SERVICES P/L	EAP SERVICE FEE	869.00
EFT27791	11/04/2025	PYKE PLUMBING & GAS PTY LTD	PLUMBING WORK AT THE MEDICAL CENTRE	363.00
EFT27792	11/04/2025	BMH ELECTRICS PTY LTD	SOLAR LIGHTING - TOWN HALL CARPARK	12,158.12
EFT27793	11/04/2025	UNIFORMS AT WORK AUSTRALIA PTY LTD	STAFF UNIFORMS	470.60
EFT27794	11/04/2025	JOHANN PRANDL	COUNCILLOR ALLOWANCES	1,808.25
EFT27795	11/04/2025	JOHAN VAN HEERDEN	COUNCILLOR ALLOWANCES	1,808.25
EFT27796	11/04/2025	BODDINGTON DINER	CATERING SERVICES	384.00
EFT27797	11/04/2025	WHAT 4 SERVICES	STORYTIME WORKSHOP AT THE LIBRARY	429.00
EFT27798	11/04/2025	GEDDES GROUP WA PTY LTD	FLEX DRIVE SUBMERSIBLE TRASH PUMP	2,458.99
EFT27799	11/04/2025	WH LOCATIONS SERVICES PTY LTD	UTILITY SURVEY 2 RIVER RD RANFORD	4,218.25
EFT27800	11/04/2025	ALIGNALYTICS	DATA DRIVES DECISIONS SUPPORT PROJECT	990.00
EFT27801	11/04/2025	THE SPUNKY SPUD	SUMMER BY THE RIVER VOUCHERS	60.00
EFT27802	11/04/2025	BODDINGTON SERVICE STATION	VEHICLE SERVICE BT011	430.00
EFT27803	11/04/2025	PAUL RAYMOND CARROTTIS	COUNCILLOR ALLOWANCES	1,808.25
EFT27804	11/04/2025	GREG DAY MOTORS	FUEL MARCH 2025	9,288.13
EFT27805	11/04/2025	READYTECH	READY COMMUNITY (ALTUS) ECM UPGRADE	2,148.30
EFT27806	11/04/2025	LOGO APPOINTMENTS WA	HR TEMPORARY SUPPORT	5,686.54
EFT27807	11/04/2025	THE LOCK MAN SECURITY	REPAIRS TO SECURITY DOOR	551.30
EFT27808	17/04/2025	OFFICEWORKS BUSINESS DIRECT	STATIONERY ITEMS	498.94
EFT27809	17/04/2025	NEWMONT BODDINGTON GOLD	RENT FOR 25 FARMERS AVE	1,300.00
EFT27810	17/04/2025	WELDING SOLUTIONS WA PTY LTD	ELECTRICAL START DIESEL ENGINE IN FRAME	1,914.62
EFT27811	17/04/2025	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES MARCH 2025	570.00
EFT27812	17/04/2025	PERTH BOUNCY CASTLE HIRE	WATER SLIDE FOR YOUTH CENTRE PROGRAM	1,402.60
EFT27813	17/04/2025	GFG TEMPORARY ASSIST	PROJECT MANAGEMENT SERVICES	9,963.80
EFT27814	17/04/2025	READYTECH	PAYROLL ESSENTIALS TRAINING	1,375.00
EFT27815	17/04/2025	WALGA	POLICY DEVELOPMENT & PROCEDURE WRITING COURSE	654.50
EFT27816	24/04/2025	CHEFMASTER AUSTRALIA	240L BIN LINERS	1,727.60
EFT27817	24/04/2025	LOCAL GOVERNMENT PROFESSIONALS	MICROSOFT WORD COURSE	915.00
EFT27818	24/04/2025	OFFICEWORKS BUSINESS DIRECT	STATIONERY ITEMS	144.03
EFT27819	24/04/2025	LANDGATE	ONLINE LAND ENQUIRY	31.60
EFT27820	24/04/2025	BODDINGTON WINDSCREENS	NEW DOOR GLASS ON EXCAVATOR	850.00
EFT27821	24/04/2025	BODDINGTON HARDWARE AND NEWSAGENCY	HARDWARE ITEMS MARCH 2025	1,981.54
EFT27822	24/04/2025	EDGE PLANNING & PROPERTY	PLANNING SERVICES	4,255.90
EFT27823	24/04/2025	J M SALES	BRUSH CUTTER, CORDLESS PRUNER & ACCESSORIES	1,766.70
EFT27824	24/04/2025	TEAM GLOBAL EXPRESS PTY LTD	COURIER CHARGES	314.75
EFT27825	24/04/2025	COLOR CONTRAST PAINTING SERVICES	PAINTING OF PAVILION TOILETS	3,905.00
EFT27826	24/04/2025	COLAS WA PTY LTD	SEALING WORK ON VARIOUS ROADS	389,053.38
EFT27827	24/04/2025	CURTIS ELECTRICAL CONTRACTING	INSTALLATION OF AIR CONDITIONER	3,337.72

SHIRE OF BODDINGTON - LIST OF PAYMENTS - APRIL 2025

Chq/EFT	Date	Name	Description	Amount
EFT27828	24/04/2025	SHERIDAN'S	WOODEN & BRASS DESK PLATES	401.50
EFT27829	24/04/2025	AMPAC DEBT RECOVERY (WA) PTY LTD	DEBT COLLECTION FEES MARCH 2025	725.70
EFT27830	24/04/2025	NESSCO TRADE SUPPLIES	SERVICE ON WORKSHOP COMPRESSOR	718.96
EFT27831	24/04/2025	VOLT AIR PTY LTD	ELECTRICAL WORK AT THE PAVILION TOILETS	1,782.00
EFT27832	24/04/2025	EMERGE ASSOCIATES	BODDINGTON TOWN CENTRE MASTERPLANS	9,691.00
EFT27833	24/04/2025	SHIRE OF NARROGIN	BUILDING SURVEYOR SERVICES	2,501.63
EFT27834	24/04/2025	TOTAL TOOLS MANDURAH	BLOWER KITS & ACCESSORIES	4,063.85
EFT27835	24/04/2025	RURAL AND REGIONAL ECONOMIC SOLUTIONS	CONSULTANCY SERVICES	12,284.56
EFT27836	24/04/2025	MARRADONG CONTRACTING PTY LTD	GRAVEL FOR LOWER HOTHAM RD	37,848.80
EFT27837	24/04/2025	SHERRIN RENTALS PTY LTD	HIRE OF WATER CART	9,693.53
EFT27838	24/04/2025	RINGCENTRAL INC	MONTHLY TELEPHONE SUBSCRIPTION FEE	876.04
EFT27839	24/04/2025	BODDINGTON POST OFFICE & STORE	STATIONERY ITEMS	34.97
EFT27840	24/04/2025	BODDINGTON SUPERMARKET PTY LTD	SHIRE PURCHASES FOR MARCH 2025	1,116.52
EFT27841	24/04/2025	SERVICES AUSTRALIA CHILD SUPPORT	PAYROLL DEDUCTIONS/CONTRIBUTIONS	12.47
EFT27842	24/04/2025	SOS OFFICE EQUIPMENT	PHOTOCOPIER CHARGES	315.41
EFT27843	24/04/2025	EVOKE UNIFORMS	STAFF UNIFORMS	148.83
EFT27844	24/04/2025	CONNECT CALL SERVICES	AFTER HOURS CALL SERVICE FEE	564.30
EFT27845	24/04/2025	GREAT WESTERN SERVICES	BUILDING WORK AT THE PAVILION TOILETS	1,452.00
EFT27846	24/04/2025	PYKE PLUMBING & GAS PTY LTD	PLUMBING WORK AT THE CARAVAN PARK	1,655.96
EFT27847	24/04/2025	ALL WALKS OF LIFE BODDINGTON	CATERING SERVICES	719.95
EFT27848	24/04/2025	INTERNODE PTY LTD	BROADBAND SERVICE	109.99
EFT27849	24/04/2025	COMMERCIAL IRRIGATION W.A	RETICULATION PARTS	1,125.30
EFT27850	24/04/2025	BODDINGTON PLUMBING & GAS	INSTALLATION OF DISPENSERS	528.00
EFT27851	24/04/2025	FETCH PRINT	SIGNAGE	8,239.00
EFT27852	24/04/2025	NRM CONSULTANTS PTY LTD	BUILDING INSPECTION	4,042.50
EFT27853	24/04/2025	JEROME JEROME PTY LTD	MURAL ART INSTALLATION PROJECT	9,075.00
EFT27854	24/04/2025	NXP CIVILS PTY LTD	TOWN HALL PROJECT	82,932.63
EFT27855	24/04/2025	STABILISED PAVEMENTS OF AUSTRALIA PTY LTD	WIDENING OF CROSSMAN ROAD	396,880.00
EFT27856	24/04/2025	ADVANCED PATIOS	SHELTER WORKS FOR OLD ROLLER DISPLAY	2,049.00
EFT27857	24/04/2025	CENTRE FOR CULTURAL COMPETENCE	STAFF TRAINING COURSE	192.50
EFT27858	24/04/2025	JOHN O'GORMAN	REFUND OF TRAP BOND	120.00
EFT27859	24/04/2025	DAVID PAUL DODDS	REFUND OF KEY BOND	118.00
EFT27860	24/04/2025	VOLLEYBALL WA	REFUND OF CLEANING & SWIPECARD BOND	240.00
EFT27861	24/04/2025	STEWART & HEATON PTY LTD	PROTECTIVE WEAR	1,242.88
EFT27862	24/04/2025	AVON WASTE	RUBBISH SERVICES APRIL 2024	6,819.74
EFT27863	24/04/2025	BODDINGTON SERVICE STATION	12V BATTERY	116.00
EFT27864	24/04/2025	BODDINGTON SPORTS & COMMUNITY CLUB INC	VENUE HIRE	275.00
EFT27865	24/04/2025	ST JOHN AMBULANCE AUSTRALIA (WA) INC.	ST JOHN AMBULANCE PRESENCE AT SUMMER BY THE RIVER	476.50
EFT27866	24/04/2025	WESTRAC EQUIPMENT WA PTY LTD	GRADER PARTS	6,403.36
EFT27867	24/04/2025	LOGO APPOINTMENTS WA	HR TEMPORARY SUPPORT	2,988.94
EFT27868	24/04/2025	CHUBB FIRE & SECURITY PTY LTD	FIRE HYDRANT INSPECTIONS	1,892.00
EFT27869	24/04/2025	AUSTRALIAN TAXATION OFFICE (BAS RETURNS)	BAS MARCH 2025	71,330.12
EFT27870	24/04/2025	THOMPSON BUILDING INDUSTRIES	REPAIRS TO CRC OLD SCHOOL STAFF ROOM	715.00
DD17221.1	02/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,188.60
DD17221.2	02/04/2025	SYNERGY	ELECTRICITY CHARGES - STREET LIGHTS	3,680.41
DD17222.1	01/04/2025	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,656.90
DD17222.2	01/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,966.90
DD17222.3	01/04/2025	SYNERGY	ELECTRICITY CHARGES - CENTRAL PARK	68.66
DD17227.1	03/04/2025	NATIONAL AUSTRALIA BANK	TRANSACT FEE	15.35
DD17227.2	03/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	3,539.55
DD17227.3	03/04/2025	BOND ADMINISTRATOR (DEPARTMENT OF COMMERCE CONSUMER PROTECTION)	RENTAL BOND	1,000.00
DD17227.4	03/04/2025	SYNERGY	ELECTRICITY CHARGES - PRUSSIAN PARK	117.73
DD17232.1	04/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,500.70
DD17232.2	04/04/2025	SYNERGY	ELECTRICITY CHARGES - BANKSIA PARK	119.13
DD17233.1	07/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	315.55
DD17233.2	07/04/2025	SYNERGY	ELECTRICITY CHARGES - MEDICAL CENTRE	464.20
DD17233.3	07/04/2025	TELSTRA LIMITED	MOBILE PHONE CHARGES - SHIRE	819.94
DD17235.1	08/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,344.45
DD17235.2	08/04/2025	NEWBOOK PTY LTD	NEWBOOK ONLINE BOOKING FEES	226.05
DD17235.3	08/04/2025	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATIONS	7,397.23
DD17239.1	10/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,198.05
DD17242.1	09/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,479.80
DD17242.2	09/04/2025	SYNERGY	ELECTRICITY CHARGES - VARIOUS SHIRE LOCATIONS	404.51
DD17248.1	11/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,097.85
DD17248.2	11/04/2025	SYNERGY	ELECTRICITY CHARGES - CROSSMAN FIRE SHED	563.79
DD17249.1	14/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,466.25
DD17253.1	15/04/2025	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,596.20
DD17253.2	15/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	160.20
DD17253.3	15/04/2025	SYNERGY	ELECTRICITY CHARGES - MARRADONG FIRE SHED	804.79
DD17255.1	16/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,968.55
DD17264.1	17/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,365.00
DD17267.1	22/04/2025	BUSINESS FUEL CARDS (FLEET CARD)	FIRE BRIGADE FLEET CARDS	21.90
DD17267.2	22/04/2025	BOC GASES BOC ACCOUNT PROCESSING	GAS CONTAINER FEES	20.47
DD17267.3	22/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,727.15
DD17267.4	22/04/2025	SYNERGY	ELECTRICITY CHARGES - STREET LIGHTS	3,081.08
DD17268.1	23/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,967.20
DD17268.2	23/04/2025	SUPAGAS	BULK GAS - VARIOUS SHIRE LOCATIONS	1,997.46
DD17273.1	24/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,297.35
DD17273.2	24/04/2025	TELSTRA LIMITED	PHONE & INTERNET CHARGES - VARIOUS SHIRE LOCATIONS	829.83
DD17275.1	28/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1,958.90
DD17276.1	29/04/2025	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15,843.20
DD17276.2	29/04/2025	OPTUS COMMUNICATIONS	INTERNET - CCTV TRAILER	109.00
DD17276.3	29/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2,024.55
DD17278.1	30/04/2025	NATIONAL AUSTRALIA BANK	NAB CONNECT FEE	691.38

SHIRE OF BODDINGTON - LIST OF PAYMENTS - APRIL 2025

Chq/EFT	Date	Name	Description	Amount
DD17278.2	30/04/2025	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	806.55
DD17278.3	30/04/2025	SYNERGY	ELECTRICITY CHARGES - QUINDANNING FIRE SHED	220.04
DD17288.1	17/04/2025	TELSTRA LIMITED	PHONE CHARGES - SES LANDLINES	195.00
DD17290.1	02/04/2025	NAB BUSINESS VISA	CREDIT CARD PURCHASES	9,026.43
				<u>1,440,351.81</u>
JAMES WICKENS				
SAM KEMPTON				
06/03/2025		SPOTLIGHT	ITEMS FOR SUMMER BY THE RIVER	117.99
13/03/2025		NETFLIX	SUBSCRIPTION FOR THE YOUTH CENTRE	18.99
19/03/2025		REBEL	GYM EQUIPMENT	53.97
19/03/2025		REBEL	GYM EQUIPMENT	149.98
21/03/2025		SPOTIFY	MUSIC SUBSCRIPTION FOR THE YOUTH CENTRE	13.99
FABIAN HOUBRECHTS				
10/03/2025		DUNNINGS NORTHAM	FUEL BT61	100.03
18/03/2025		DUNNINGS NORTHAM	FUEL BT61	92.16
21/03/2025		QUINDANNING HOTEL	WORKS & SERVICES FUNCTION	339.69
24/03/2025		DUNNINGS NORTHAM	FUEL BT61	109.49
25/03/2025		BLUE DOG TRAINING	WA CONSTRUCTION WHITE CARD	79.00
25/03/2025		WALGA EVENTS	LOCAL GOVERNMENT REGISTRATION	190.00
CARA RYAN				
03/03/2025		CHARGEFOX PTY LTD	EV CHARGING BT034	15.93
05/03/2025		AUSTRALIAN FEDERAL POLICE	POLICE CLEARANCE - REIMBURSED	56.49
17/03/2025		WA NEWSPAPER	DIGITAL SUBSCRIPTION	32.00
27/03/2025		RINGCENTRAL INC	TELEPHONE SERVICE - MEDICAL CENTRE	330.00
JULIE BURTON				
03/03/2025		FACEBOOK	ADVERTISING	70.00
03/03/2025		MAILCHIMP	NEWSLETTER SOFTWARE	104.71
04/03/2025		EXETEL PTY LTD	INTERNET PLAN	975.00
04/03/2025		DROP BOX	COUNCILLOR INFORMATION	18.69
10/03/2025		FACEBOOK	ADVERTISING	70.00
10/03/2025		ADOBE	ADOBE LICENSES	5,350.09
12/03/2025		FACEBOOK	ADVERTISING	70.00
14/03/2025		ILLUSTRATOR	ADOBE LICENSE	32.99
17/03/2025		REMARKABLE	SUBSCRIPTION FEE	4.99
17/03/2025		INDESIGN	ADOBE LICENSE	32.99
17/03/2025		UNITED PERTH AIRPORT	FUEL	94.60
17/03/2025		FACEBOOK	ADVERTISING	70.00
17/03/2025		FACEBOOK	ADVERTISING	70.00
17/03/2025		FACEBOOK	ADVERTISING	70.00
18/03/2025		FACEBOOK	ADVERTISING	65.52
20/03/2025		FACEBOOK	ADVERTISING	77.00
24/03/2025		FACEBOOK	ADVERTISING	85.00
28/03/2025		NAB CARD FEE	FEE	45.00
28/03/2025		NAB INTERNATIONAL TRANSACT FEES	FEE	20.14
PAYROLL PAYMENTS				
		NAB	NET PAYROLL F/N ENDING 13/04/2025	82,855.51
		NAB	NET PAYROLL F/N ENDING 27/04/2025	85,274.08
TOTAL MUNI				1,608,481.40
TOTAL TRUST & MUNI				1,608,481.40

9.3.2 Financial Report

File Reference: 3.0056
Applicant: Nil
Previous Item: Nil
Author: Executive Manager Corporate Services
Disclosure of Interest: Nil
Voting Requirements: Simple Majority
Attachments: 9.3.2A Monthly Financial Report 30 April 2025

Summary

The Monthly Financial Report for the period ending 30 April 2025 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

Nil

Social Implications

Nil

Environmental and Climate Change 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 / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

Officer Recommendation

That Council receive the financial statements as presented, for the period ending 30 April 2025.



MONTHLY FINANCIAL REPORT
(Containing the Statement of Financial Activity)

For the Period Ended 30 April 2025

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

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SHIRE OF BODDINGTON
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

	Note	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c)-(b) \$	Variance* % (c)-(b)/(b) %	Var.
OPERATING ACTIVITIES							
Revenue from operating activities							
Rates	6	6,958,013	6,957,213	6,958,858	1,645	0%	
Grants, subsidies and contributions	10	578,716	516,482	512,232	(4,250)	(1%)	
Fees and charges		1,371,890	1,207,433	1,280,157	72,724	6%	
Interest revenue		375,094	329,160	379,422	50,262	15%	▲
Other revenue		145,850	121,750	175,540	53,790	44%	▲
Profit on disposal of assets	8	138,251	138,251	151,089	12,838	9%	
		9,567,814	9,270,289	9,457,298	187,009		
Expenditure from operating activities							
Employee costs		(3,426,445)	(2,847,849)	(2,823,058)	24,791	1%	
Materials and contracts		(3,033,569)	(2,593,415)	(2,202,574)	390,841	15%	▲
Utility charges		(347,150)	(289,230)	(314,702)	(25,472)	(9%)	
Depreciation		(2,445,800)	(2,038,190)	(2,161,259)	(123,069)	(6%)	
Finance Costs		(43,043)	(30,712)	(30,712)	0	0%	
Insurance		(231,301)	(231,301)	(236,117)	(4,816)	(2%)	
Other expenditure		(109,402)	(87,464)	(76,285)	11,179	13%	▲
Loss on disposal of assets	8	(17,526)	(17,526)	(31,932)	(14,406)	(82%)	▼
		(9,654,236)	(8,135,687)	(7,876,639)	259,048		
Non-cash amounts excluded from operating activities	2(b)	2,325,075	1,917,465	2,042,102	124,637	7%	
Amount attributable to operating activities		2,238,653	3,052,067	3,622,761	570,694		
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	10	4,139,178	1,769,911	1,551,040	(218,871)	(12%)	▼
Proceeds from disposal of assets	8	406,818	346,818	343,320	(3,498)	(1%)	
		4,545,996	2,116,729	1,894,360	(222,369)		
Outflows from investing activities							
Payments for property, plant and equipment	8	(1,798,177)	(769,812)	(761,444)	8,368	1%	
Payments for construction of infrastructure	8	(6,790,225)	(1,965,038)	(1,965,649)	(611)	(0%)	
		(8,588,402)	(2,734,850)	(2,727,093)	7,757		
Amount attributable to investing activities		(4,042,406)	(618,121)	(832,734)	(214,613)		
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves	4	796,512	0	0	0	0%	
		796,512	0	0	0		
Outflows from investing activities							
Repayment of borrowings	9	(228,377)	(159,738)	(159,738)	(0)	(0%)	
Transfer to reserves	4	(464,775)	(92,000)	(92,286)	(286)	(0%)	
		(693,152)	(251,738)	(252,024)	(286)		
Amount attributable to financing activities		103,360	(251,738)	(252,024)	(286)		
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus of deficit at the start of the financial year	2(a)	1,751,875	1,751,875	1,751,874	(1)	(0%)	
Amount attributable to operating activities		2,238,653	3,052,067	3,622,761			
Amount attributable to investing activities		(4,042,406)	(618,121)	(832,734)			
Amount attributable to financing activities		103,360	(251,738)	(252,024)			
Surplus or deficit after imposition of general rates		51,482	3,934,083	4,289,877			

KEY INFORMATION

▲ ▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.

* Refer to Note 3 for an explanation of the reasons for the variance.

This statement is to be read in conjunction with the accompanying Financial Statements and notes.

SHIRE OF BODDINGTON
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 APRIL 2025

	30-06-2024	30 Apr 2025
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	8,398,140	11,227,621
Trade and other receivables	531,090	1,045,003
Other assets	41,018	34,118
TOTAL CURRENT ASSETS	8,970,248	12,306,742
NON-CURRENT ASSETS		
Trade and other receivables	28,912	28,912
Other financial assets	41,585	41,585
Property, plant and equipment	38,426,282	38,161,090
Infrastructure	63,095,932	63,702,793
TOTAL NON-CURRENT ASSETS	101,592,711	101,934,380
TOTAL ASSETS	110,562,959	114,241,122
CURRENT LIABILITIES		
Trade and other payables	940,095	514,967
Other liabilities	3,474,279	4,605,613
Borrowings	228,376	68,638
Employee related provisions	232,052	232,052
TOTAL CURRENT LIABILITIES	4,874,802	5,421,270
NON-CURRENT LIABILITIES		
Borrowings	1,158,283	1,158,283
Employee related provisions	51,804	51,804
TOTAL NON-CURRENT LIABILITIES	1,210,087	1,210,087
TOTAL LIABILITIES	6,084,889	6,631,357
NET ASSETS	104,478,070	107,609,765
EQUITY		
Retained surplus	34,936,570	38,068,265
Reserve accounts	2,571,944	2,571,944
Revaluation surplus	66,969,556	66,969,556
TOTAL EQUITY	104,478,070	107,609,765

This statement is to be read in conjunction with the accompanying notes.

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

This prescribed financial report has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996*, prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied where no inconsistencies exist.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for 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.

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. Supporting information does not form part of the financial report.

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.

All monies held in the Trust Fund are excluded from the financial statements.

Judgements and 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 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.

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimated fair value of certain financial assets
- impairment of financial assets
- estimation of fair values of land and buildings, infrastructure and investment property
- estimation uncertainties made in relation to lease accounting
- estimated useful life of intangible assets

SIGNIFICANT ACCOUNTING POLICES

Significant accounting policies utilised in the preparation of these statements are as described within the 2023-24 Annual Budget. Please refer to the adopted budget document for details of these policies.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 20 May 2025

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

	Note	Adopted Budget Opening 30 June 2024	Last Year Closing 30 June 2024	Year to Date 30 Apr 2025
(a) Net current assets used in the Statement of Financial Activity				
Current assets				
Cash and cash equivalents	4	8,398,140	8,398,140	11,227,621
Rates receivables	5	294,746	294,746	350,311
Receivables	5	236,344	236,344	694,692
Other current assets		41,014	41,018	34,118
Less: Current liabilities				
Payables	7	(940,094)	(940,096)	(514,969)
Borrowings	9	(228,377)	(228,376)	(68,639)
Capital grant/contribution liability	10	(3,474,279)	(3,474,279)	(4,605,613)
Provisions		(232,052)	(232,052)	(232,052)
Less: Total adjustments to net current assets	2(c)	(2,343,567)	(2,343,569)	(2,595,591)
Closing funding surplus / (deficit)		1,751,875	1,751,874	4,289,877

(b) 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	Adopted Budget \$	YTD Budget (a) \$	YTD Actual (b) \$
Non-cash items excluded from operating activities				
Adjustments to operating activities				
Less: Profit on asset disposals	8	(138,251)	(138,251)	(151,089)
Movement in employee benefit provisions (non-current)		0	0	0
Movement in other provisions (non-current)		0	0	0
Add: Loss on asset disposals	5	17,526	17,526	31,932
Add: Depreciation on assets		2,445,800	2,038,190	2,161,259
Total non-cash items excluded from operating activities		2,325,075	1,917,465	2,042,102

(c) Current assets and liabilities excluded from budgeted deficiency

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.

		Adopted Budget Opening 30 June 2024	Last Year Closing 30 June 2024	Year to Date 30 April 2025
Adjustments to net current assets				
Less: Reserves - restricted cash	4	(2,571,944)	(2,571,946)	(2,664,230)
Add: Borrowings	9	228,377	228,376	68,639
Add: Provisions - employee		0	0	0
Total adjustments to net current assets		(2,343,567)	(2,343,569)	(2,595,591)

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.

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

3 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 2024-25 year is \$10,000 or 10.00% whichever is the greater.

	Var. \$	Var. %	Explanation of Variances
	\$	%	
Revenue from operating activities			
Rates	1,645	0%	
Grants, subsidies and contributions	(4,250)	(1%)	
Fees and charges	72,724	6%	
Interest revenue	50,262	15%	▲ Permanent - exceeding budget estimates
Other revenue	53,790	44%	▲ Permanent - reimbursements for Workers Compensation
Profit on disposal of assets	12,838	9%	
Expenditure from operating activities			
Employee costs	24,791	1%	
Materials and contracts	390,841	15%	▲ Timing - delay in expenditure for project work
Utility charges	(25,472)	(9%)	
Depreciation	(123,069)	(6%)	
Finance Costs	0	0%	
Insurance	(4,816)	(2%)	
Other expenditure	11,179	13%	▲ Timing - Members payments scheduled for June 2025
Loss on disposal of assets	(14,406)	(82%)	▼ Timing - two trade-ins still to occur
Non-cash amounts excluded from operating activities.	124,637	7%	
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(218,871)	(12%)	▼ Timing - Mainly LRCI Funding
Proceeds from disposal of assets	(3,498)	(1%)	
Outflows from investing activities			
Payments for property, plant and equipment	8,368	1%	
Payments for construction of infrastructure	(611)	(0%)	
Inflows from financing activities			
Proceeds from new debentures	0	0%	
Transfer to reserves	0	0%	
Outflows from financing activities			
Payments for principal portion of lease liabilities	0	0%	
Repayment of borrowings	(0)	(0%)	
Transfer to reserves	(286)	(0%)	
Surplus of deficit at the start of the financial year	(1)	(0%)	

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

4 CASH AND FINANCIAL ASSETS

CASH AND INVESTMENTS

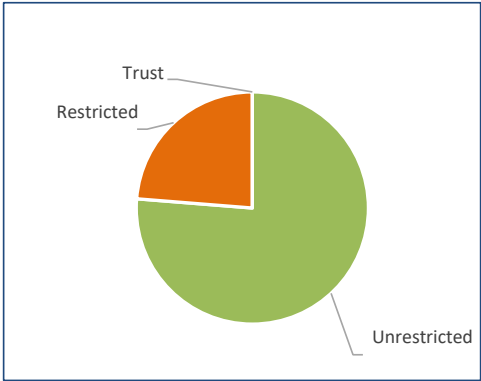
Description	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on hand							
Petty Cash & Floats	400	0	400			0.00%	On Hand
At Call Deposits							
Municipal Funds	680,326	0	680,326		NAB		At Call
Bonds & Deposits	640	0	640		NAB		At Call
Term Deposits & Overnight Cash Deposits							
Municipal Funds	7,882,025	0	7,882,025		Treasury	4.05%	Overnight
Reserve Funds	0	2,664,230	2,664,230		Treasury	4.05%	Overnight
Total	8,563,391	2,664,230	11,227,621	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
\$11.23 M	\$8.56 M

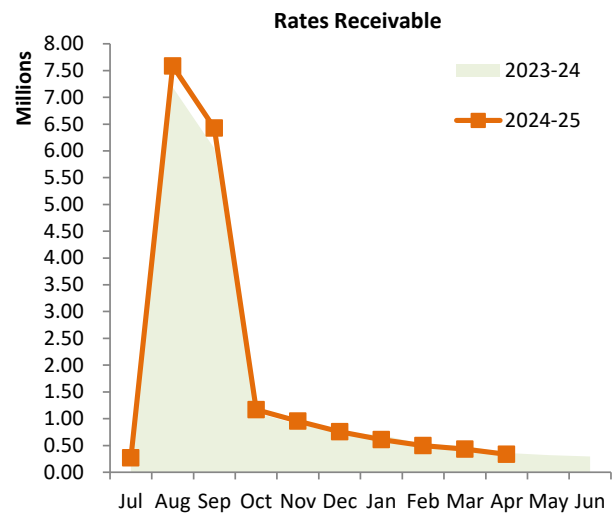
CASH BACKED RESERVES

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	337,157	14,498	12,097	0	0	(155,000)	0	196,655	349,254
Building	411,288	17,685	14,758	200,000	0	(103,501)	0	525,472	426,046
Community Facility Fund	94,779	4,075	3,401	0	0	0	0	98,854	98,180
Refuse Site	133,570	5,744	4,792	50,000	0	0	0	189,314	138,362
Aged Housing	246,391	10,595	8,841	52,000	0	(90,000)	0	218,986	255,232
Swimming Pool	306,718	13,189	11,005	0	0	0	0	319,907	317,723
River Crossing	11	0	0	0	0	(11)	0	0	11
Prepaid Conditional Grants	0	0	0	0	0	0	0	0	0
Unspent Conditional Grants	0	0	0	0	0	0	0	0	0
Public Open Space	580,898	24,979	20,844	45,181	0	(40,000)	0	611,058	601,742
Town Weir Reserve	461,132	19,829	16,548	0	0	(403,500)	0	77,461	477,680
Community Gym	0	0		7,000	0	(4,500)	0	2,500	0
	2,571,944	110,594	92,286	354,181	0	(796,512)	0	2,240,207	2,664,230

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

5 RECEIVABLES

Rates receivable	30 June 2024	30 Apr 2025
	\$	\$
Opening arrears previous years	300,227	294,746
RATES - levied this year	6,539,477	6,958,858
RUBBISH - levied this year	297,673	322,663
ESL - levied this year	117,012	124,939
TOTAL levied this year	6,954,162	7,406,460
Less - collections to date	(6,959,643)	(7,350,895)
Equals current outstanding	294,746	350,311
Net rates collectable	294,746	350,311
% Collected	95.9%	95.5%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
		\$	\$	\$	\$	\$
Receivables - general	(3,678)	621,612	25,211	393	11,292	654,830
Percentage		94.9%	3.9%	0.1%	1.7%	
Balance per trial balance						
Sundry receivable						654,830
GST receivable						0
Increase in Allowance for impairment of receivables from contracts with customers						(4,706)
Other receivables - employee related provisions						44,568
Total receivables general outstanding						694,692

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.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period as classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.

6 RATE REVENUE

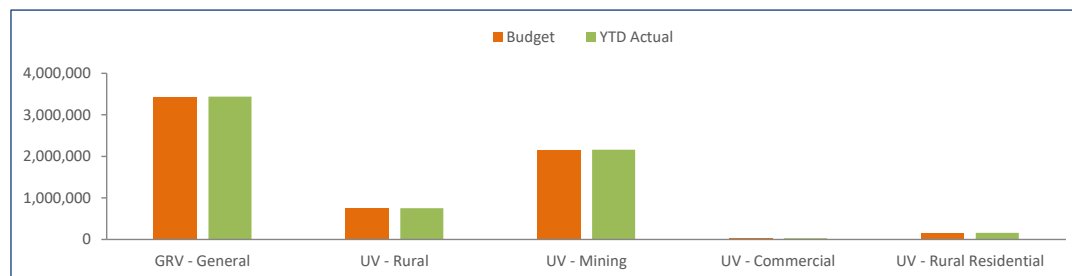
RATE REVENUE

General rate revenue

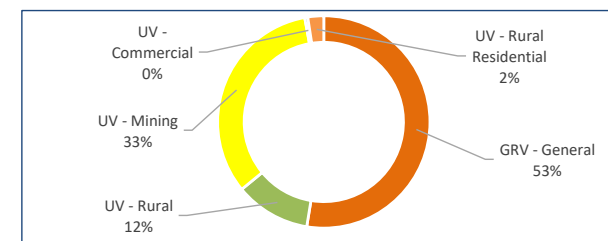
RATE TYPE	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Budget		YTD Actual			
					Interim Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
				\$	\$	\$	\$	\$	\$	\$
Gross rental value										
GRV - General	0.122613	512	28,048,377	3,439,096	2,000	3,441,096	3,439,096	0	0	3,439,096
Unimproved value										
UV - Rural	0.004320	132	172,542,000	745,381	0	745,381	745,381	5,847	0	751,228
UV - Mining	0.028235	128	76,587,679	2,162,453	0	2,162,453	2,162,453	0	0	2,162,453
UV - Commercial	0.018591	2	1,603,500	29,811	0	29,811	29,811	0	0	29,811
UV - Rural Residential	0.007612	127	20,814,000	158,436	2,000	160,436	158,436	0	0	158,436
Sub-Total		901	299,595,556	6,535,177	4,000	6,539,177	6,535,177	5,847	0	6,541,024
Minimum payment	Minimum \$									
Gross rental value										
GRV - General	1,002	127	251,225	127,254	0	127,254	126,252	0	0	126,252
Unimproved value										
UV - Rural	1,002	122	19,942,500	122,244	0	122,244	122,244	0	0	122,244
UV - Mining	1,002	43	215,820	43,086	0	43,086	43,086	0	0	43,086
UV - Commercial	1,002	0	0	0	0	0	0	0	0	0
UV - Rural Residential	1,002	126	13,516,000	126,252	0	126,252	126,252	0	0	126,252
Sub-total		418	33,925,545	418,836	0	418,836	417,834	0	0	417,834
Amount from general rates						6,958,013				6,958,858

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
\$6.96 M	\$6.96 M



SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

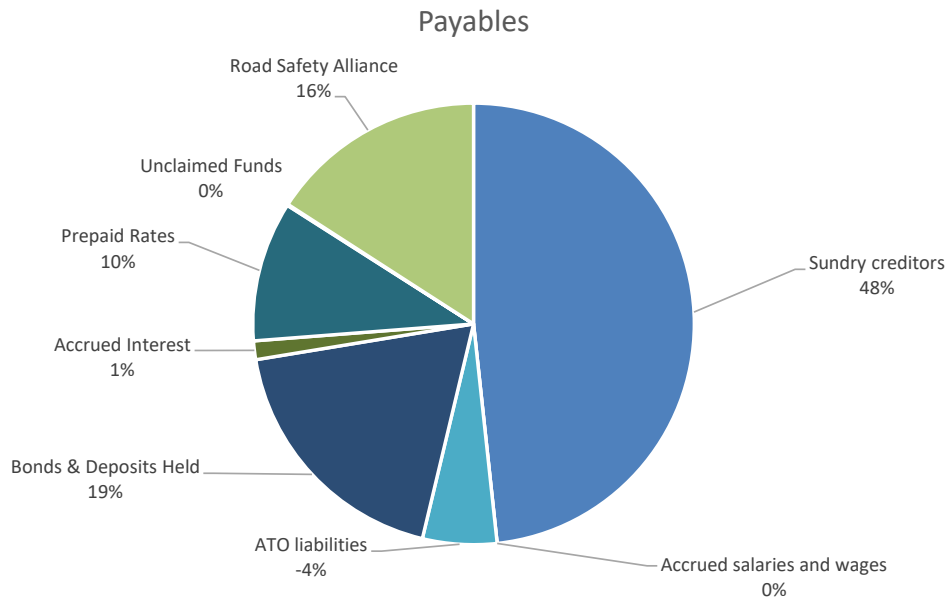
7 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	274,931	3,070	904	111	279,017
Percentage	0%	98.5%	1.1%	0.3%	0%	
Balance per trial balance						
Sundry creditors						279,017
Accrued salaries and wages						0
ATO liabilities						(31,396)
Bonds & Deposits Held						107,917
Accrued Interest						7,905
Prepaid Rates						59,226
Unclaimed Funds						490
Road Safety Alliance						91,810
Total payables general outstanding						514,969

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition.

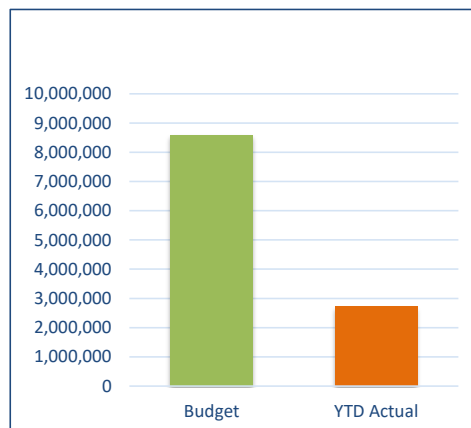


8 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Furniture and Equipment	152,440	107,145	106,643	(502)
Land and Buildings	912,500	292,000	282,590	(9,410)
Plant and Equipment	733,237	370,667	372,211	1,544
Road Infrastructure	3,012,200	1,561,908	1,558,079	(3,829)
Footpath Infrastructure	1,517,606	85,000	84,764	(236)
Drainage Bridges Culverts	82,000	10,500	10,550	50
Infrastructure - Parks, Gardens, Recreation Facilities	2,178,420	307,630	312,256	4,626
Total Capital Acquisitions	8,588,403	2,734,850	2,727,093	(7,757)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	4,139,178	1,769,911	1,551,040	(218,871)
Other (disposals & C/Fwd)	406,818	346,818	343,320	(3,498)
Cash backed reserves				
Plant	155,000	0	0	0
Aged Housing	90,000	0	0	0
River Crossing	92,249	0	0	0
Contribution - operations	3,705,158	618,121	832,734	214,613
Capital funding total	8,588,403	2,734,850	2,727,093	(7,757)

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
	\$8.59 M	\$2.73 M	32%

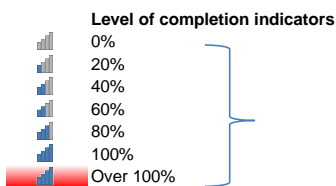
Capital Grants	Annual Budget	YTD Actual	% Received
	\$4.14 M	\$1.55 M	37%

8 CAPITAL ACQUISITIONS DETAILED

Capital Disposals

Asset description	Amended Budget			YTD Actual		
	Net Book Value	Proceeds	Profit / (Loss)	Net Book Value	Proceeds	Profit / (Loss)
Flail Mower	46,740	40,000	(6,740)	44,905	19,722	(25,183)
6 Tonne Tipper Truck	26,717	25,000	(1,717)	23,863	61,912	38,049
Isuzu Tipper	14,026	20,000	5,974	0	0	0
Hino Tipper	31,137	40,000	8,863	0	0	0
Mitsubishi Pajero Sport	0	30,000	30,000	0	22,302	22,302
Mitsubishi Pajero Sport	0	30,000	30,000	0	23,907	23,907
Toyota Hilux	41,807	40,000	(1,807)	30,825	35,429	4,604
Batching Plant (Land & Buildings)	118,404	181,818	63,414	117,820	180,048	62,228
Old Sports Oval Lighting	7,262	0	(7,262)	6,749	0	(6,749)
	286,093	406,818	120,725	224,162	343,320	119,158

Capital Acquisitions







































Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Account Description	Current Budget	YTD Budget	YTD Actual	Variance Under/(Over)
IT Equipment	50,207	35,000	34,750	250
Upgrade Telecommunications - Recreation Centre	15,000	0	0	0
CCTV Upgrades	46,145	46,145	45,878	267
Display Cabinets - Recreation Centre	16,500	5,000	5,216	(216)
PPC Racking - Boddington VBFB	24,588	21,000	20,799	201
Total Furniture & Equipment	152,440	107,145	106,643	502
Building Asset Renewal Program	410,000	70,000	71,778	(1,778)
Solar Panels - Pavilion	30,000	30,000	26,987	3,013
Recreation Centre - Swipe Card System	15,000	0	0	0
Improvements to Pound	12,000	12,000	4,274	7,726
Visitor Centre - upgrade airconditioning	30,000	30,000	26,550	3,450
Upgrade Interpretive Centre	85,000	80,000	80,975	(975)
Caravan Park Development	250,000	2,500	2,569	(69)
Upgrade Toilets - Pavilion	61,000	55,000	56,443	(1,443)
Air-conditioning - Pavilion	7,000	0	0	0
Electronic Doors - Visitor Centre	12,500	12,500	13,014	(514)
Total Land & Buildings	912,500	292,000	282,590	9,410
4.5 Tonne Tipper	67,570	0	0	0
6 Tonne Truck	270,000	0	0	0
Skid Steer	120,000	120,000	119,000	1,000
Mini Excavator	70,000	70,000	71,990	(1,990)
Replace Mitsubishi Pajero Sport	45,000	45,000	39,814	5,186
Replace Toyota Hilux Ute	45,000	45,000	46,364	(1,364)
Modifications to Service Truck	15,000	10,000	8,709	1,291
Newmarket Rd Standpipe	19,425	19,425	22,387	(2,962)
Crossman Rd Standpipe	19,425	19,425	22,387	(2,962)
Backup Power - Admin Building & Recreation Centre	20,000	0	0	0
EV Charging Stations	41,817	41,817	41,561	256
Total Plant & Equipment	733,237	370,667	372,211	(1,544)

8 CAPITAL ACQUISITIONS DETAILED (CONTINUED)

Capital Acquisitions (continued)

Account Description	Current Budget	YTD Budget	YTD Actual	Variance Under/(Over)
 RTR - Mahogany Crt - Reseal	8,840	8,840	8,127	713
RTR - Greenstone Way - Reseal	39,534	39,534	39,480	54
RTR - Hill Street - Reseal	0	0	0	0
RTR - Forrest Street - Reseal	7,505	7,505	7,067	438
RTR - Blue Gum Crt - Real	24,029	24,029	23,321	708
 RTR - Days Rd	34,000	0	0	0
 RTR - Marradong Culvert Works	22,938	0	0	0
RTR - Bannister Rd Microsealing	39,000	0	0	0
 RRG - Crossman Rd	670,000	370,000	369,796	204
 RRG - Lower Hotham Rd	895,000	210,000	209,008	992
 RRG - Harvey Quindanning Rd	585,259	435,000	433,504	1,496
 Linemarking	9,000	7,000	6,686	314
 Newmarket Rd	100,095	45,000	46,010	(1,010)
 Carparking - ACROD	7,000	0	0	0
 Carparking - Town Hall & Peppercorn Lane	570,000	415,000	415,079	(79)
Total Road Infrastructure	3,012,200	1,561,908	1,558,079	3,829
 Footpath renewal program	67,606	0	0	0
 Bike Network Funding Program	0	0	0	0
 Mountain Bike Trail	1,150,000	80,000	79,337	663
 Rail Trail	300,000	5,000	5,427	(427)
Total Footpath Infrastructure	1,517,606	85,000	84,764	236
 Provide Kerbing - Townsite Roads	12,000	0	0	0
 Forrest Street Drainage	50,000	4,500	4,522	(22)
 William Street River Crossing	20,000	6,000	6,029	(29)
Total Drainage/Bridges & Culverts	82,000	10,500	10,550	(50)
 Street Art/Mural Project	20,000	18,000	18,000	0
 Regional Destination Signage	80,000	4,000	3,766	234
 Standard Green, Blue & Brown Signage	10,000	2,000	1,610	390
 Interpretive Signage	20,000	0	0	0
 Upgrade Information Board	20,000	7,500	7,490	10
 Town Centre Revitalisation	380,000	0	0	0
 Roller Display	40,000	3,000	3,105	(105)
 Community Club - Playground	93,600	0	0	0
 Marradong Cemetery - Niche Wall	10,000	0	0	0
 Darminning (Ranford Pool) - improvements	250,000	185,000	183,907	1,093
 Marradong Fire Brigade - retaining wall	48,130	48,130	54,495	(6,365)
 Tennis Courts - retaining wall	28,690	28,000	28,000	0
 Yarning Circle Project	10,000	0	0	0
 Lions Weir rehabilitation	868,000	10,000	9,680	320
 Hotham Park - lighting	20,000	0	0	0
 Newmont Dump Truck	180,000	0	0	0
 Swimming Pool - pump/filtration upgrade	70,000	0	0	0
 Crossman Brigade - washdown facility	15,000	2,000	2,000	0
 Koolangka Park - shade	15,000	0	204	(204)
Total Other Infrastructure	2,178,420	307,630	312,256	(4,626)
Grand Total	8,588,403	2,734,850	2,727,093	7,757

9 BORROWINGS

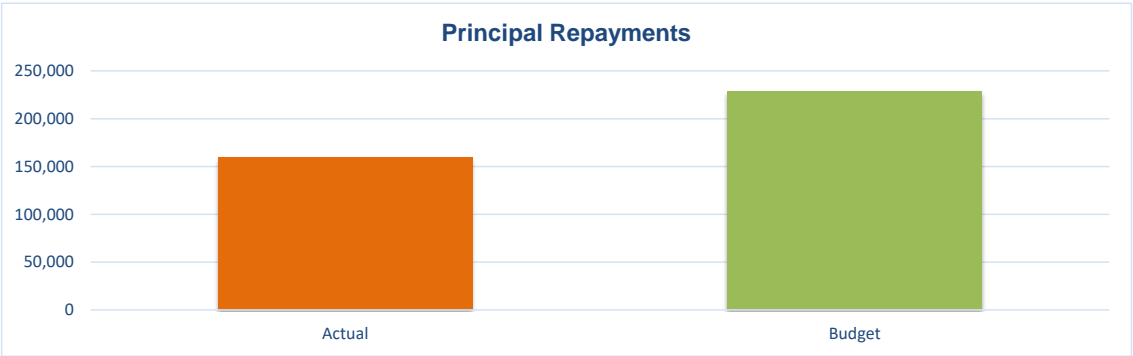
Repayments - borrowings

Information on borrowings			1 July 2024	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
Particulars	Loan No.	Interest %		Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	\$
Governance											
Administration Centre	105	4.01%	0	0	0	0	0	0	0	0	0
Education and welfare											
Childcare Centre	100	6.42%	44,500	0	0	21,547	21,547	22,953	22,953	2,517	2,517
Housing											
3 Pecan Place	94	6.45%	130,551	0	0	9,082	18,457	121,469	112,094	4,210	8,128
34 Hill Street	97	6.45%	132,396	0	0	9,210	18,718	123,186	113,678	4,270	8,243
Recreation and culture											
Recreation Centre	106	3.36%	460,672	0	0	70,528	70,528	390,144	390,144	14,891	14,891
Recreation Centre	107	1.56%	618,541	0	0	49,371	99,127	569,170	519,414	4,825	9,264
Total			1,386,660	0	0	159,738	228,377	1,226,922	1,158,283	30,712	43,043
Current borrowings			228,377					68,638			
Non-current borrowings			1,158,283					1,158,283			
			1,386,660					1,226,921			

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	\$159,738
Interest Earned	\$379,422
Interest Expense	\$30,712
Reserves Balance	\$2,664,230
Loans Due	\$1,226,922

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

10 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grants, subsidies and contributions liability				Grants, subsidies & contribution revenue		
	Liability	Increase in	Decrease in	Liability	YTD	Adopted	YTD
	1 Jul 24	Liability	Liability	30 Apr 25	Budget	Budget	Revenue
	\$	\$	\$	\$	\$	\$	\$
Operating grants, subsidies and contributions							
General purpose funding							
Federal Grant - General Purpose	0	0	0	0	5,057	6,742	5,057
Federal Grant - Local Roads	0	0	0	0	20,525	27,366	20,525
Law, order, public safety							
DFES - Fire Brigade Operating Grant	0	0	0	0	105,428	105,428	171,911
Contribution to Crossman Washdown Bay	0	0	0	0	0	13,000	0
Mitigation Activity Grant	8,500	0	0	8,500	85,060	102,077	45,204
DFES - SES Operating Grant	0	0	0	0	30,600	30,600	50,679
Abandoned Vehicles	0	0	0	0	420	500	0
Health							
South32 - Community Health Funding	25,000	0	0	25,000	100,000	100,000	75,000
Education and welfare							
Seniors Grants & Contributions	0	0	0	0	4,420	5,000	5,841
Youth Centre Contributions	0	0	0	0	80	100	0
Welfare Grants	0	0	0	0	3,330	4,000	1,000
Housing							
Peel Devt. Comm - Housing Strategy	0	0	0	0	20,000	20,000	13,722
Recreation and culture							
South 32 - Events Contribution	0	0	0	0	30,000	28,000	2,000
LotteryWest - Summer by River	0	0	0	0	15,000	15,000	15,000
Christmas Celebration	0	0	0	0	8,000	8,000	8,000
Australia Day Grant	0	0	0	0	0	2,000	0
Thank a Volunteer	0	0	0	0	0	2,000	5,500
Transport							
Main Roads - Direct Road Grant	0	0	0	0	86,903	86,903	86,903
Economic services							
HWEDA VROC Facilitation Contribution	0	0	0	0	0	1,000	5,891
South 32 Cultural Centre	1,760,854	0	0	1,760,854	0	0	0
Contributions to Tourism	0	0	0	0	0	21,000	0
	1,794,354	0	0	1,794,354	514,822	578,716	512,232
Non-operating contributions							
General purpose funding							
LRCI - Darning Pool Upgrades	102,358	0	0	102,358	170,596	170,596	34,119
Law, order, public safety							
DFES Capital Grant	0	0	0	0	24,588	24,588	20,740
Recreation and culture							
Mountain Bike Funding	120,000	0	0	120,000	80,000	959,000	75,364
Community Club - Playground	0	0	0	0	0	93,600	0
Peel Devt. Comm - Rail Trail Grant	13,414	0	0	13,414	0	0	0
Contribution to Lions Weir Rehab	0	0	0	0	30,000	50,000	0
Transport							
Footpath Grant	0	0	0	0	0	0	70,000
Main Street Revitalisation Project	272,136	0	0	272,136	272,136	772,136	250,000
EV Charging Stations	3,111	0	0	3,111	33,612	33,612	0
Roads to Recovery Funding	0	0	0	0	173,909	173,909	84,150
Regional Road Group Funding	132,000	281,334	0	413,334	806,667	1,433,334	936,667
LRCI Funding Roads	59,042	0	0	59,042	98,403	98,403	0
Economic services							
Peel Devt. Comm - Dump Truck	0	0	0	0	80,000	80,000	80,000
South 32 - Social Investment Agreement	0	0	0	0	0	0	0
South 32 - Caravan Park	977,864	750,000	0	1,727,864	0	250,000	0
	1,679,925	1,031,334	0	2,711,259	1,769,911	4,139,178	1,551,040
TOTALS	3,474,279	1,031,334	0	4,505,613	2,284,733	4,717,894	2,063,271

SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 APRIL 2025

11 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
CC004	Lower Hotham Road	Res 164/24	Capital Expenses			(600,000)	(600,000)
2121802	Main Roads Regional Road Group Program	Res 164/24	Capital Revenue		400,000		(200,000)
5023	Tullis Bridge Trail	Res 164/24	Capital Expenses		200,000		0
3051052	Brigade Operations	Res 168/24	Operating Expenses			(6,150)	(6,150)
9205	Dump Truck	Res 170/24	Capital Expenses			(80,000)	(86,150)
2132043	Peel Development Commission	Res 170/24	Capital Revenue		80,000		(6,150)
3091071	Housing Strategy	Res 171/24	Operating Expenses			(20,000)	(26,150)
2091060	Peel Development Commission	Res 171/24	Operating Revenue		20,000		(6,150)
5999	Town Centre Revitalisation	Res 171/24	Capital Expenses			(500,000)	(506,150)
2121076	Growing Regions Funding	Res 171/24	Operating Revenue		500,000		(6,150)
9212	Roller Display	Res 172/24	Capital Expenses			(40,000)	(46,150)
8011491	Public Open Space	Res 172/24	Capital Revenue		40,000		(6,150)
6045	Bannister Rd - Microsurfacing	Res 1/25	Capital Expenses			(39,000)	(45,150)
2033005	Interest on Municipal Funds	Res 13/25	Operating Revenue		20,000		(25,150)
3042010	Audit Fees	Res 13/25	Operating Expenses			(8,500)	(33,650)
3042015	Administration Salaries	Res 13/25	Operating Expenses		15,000		(18,650)
2042022	Parental Leave Reimbursements	Res 13/25	Operating Revenue			(15,000)	(33,650)
3042103	Regional Leaders Forum	Res 13/25	Operating Expenses		13,059		(20,591)
3042170	Consultant Fees	Res 13/25	Operating Expenses		25,000		4,409
2074075	Room 4 Consulting	Res 13/25	Operating Revenue			(6,500)	(2,091)
3081600	Childcare Centre Building	Res 13/25	Operating Expenses			(6,500)	(8,591)
2101020	Recycling Income	Res 13/25	Operating Revenue		20,000		11,409
3101050	Refuse Site Maintenance	Res 13/25	Operating Expenses		25,000		36,409
2104010	Planning Fees	Res 13/25	Operating Revenue		15,000		51,409
3106010	Climate Action Plan	Res 13/25	Operating Expenses			(2,090)	49,319
3113111	Event Expenses	Res 13/25	Operating Expenses			(17,500)	31,819
2113114	Operating Grants - Events	Res 13/25	Operating Revenue		17,500		49,319
2113029	Gym Memberships	Res 13/25	Operating Revenue		15,000		64,319
3042030	Administration Building Maintenance	Res 13/25	Operating Expenses		20,000		84,319
3101050	Refuse Site Maintenance	Res 13/25	Operating Expenses		30,000		114,319
3113050	Parks and Reserves	Res 13/25	Operating Expenses			(20,000)	94,319
3113051	Streetscape Maintenance	Res 13/25	Operating Expenses			(40,000)	54,319
3113056	Hotham Park Maintenance	Res 13/25	Operating Expenses		20,000		74,319
3121069	Unsealed Roads Maintenance	Res 13/25	Operating Expenses		42,000		116,319
3121070	Sealed Roads Maintenance	Res 13/25	Operating Expenses			(52,000)	64,319
2112056	Lions Weir Rehab Contributions	Res 13/25	Capital Revenue		40,000		104,319
2132038	Rodeo Weekend	Res 13/25	Operating Revenue		9,500		113,819
2132065	Old Police Station Rental	Res 13/25	Operating Revenue		10,000		123,819
CR076	RTR Reseal - Mahogany Crt	Res 13/25	Capital Expenses		3,000		126,819
CR057	RTR Reseal - Greenstone Way	Res 13/25	Capital Expenses			(10,000)	116,819
CR027	RTR Reseal - Hill Street	Res 13/25	Capital Expenses		44,505		161,324
CR025	RTR Reseal - Forrest Street	Res 13/25	Capital Expenses			(7,505)	153,819
CR012	RTR Embankment Repairs - Days Rd	Res 13/25	Capital Expenses		8,000		161,819
CC001	RRG Crossman Road	Res 13/25	Capital Expenses			(104,706)	57,113
CC004	RRG Lower Hotham Road	Res 13/25	Capital Expenses		105,039		162,152
9199	Town Hall Carpark + Peppercorn Lane	Res 13/25	Capital Expenses			(120,000)	42,152
5999	Town Centre Reviatlisation	Res 13/25	Capital Expenses		120,000		162,152
WD001	William Street River Crossing	Res 13/25	Capital Expenses		10,000		172,152
9203	Lions Weir Rehab Works	Res 13/25	Capital Expenses			(40,000)	132,152
3121072	Weed Spraying Verge	Res 19/25	Operating Expenses			(7,100)	125,052
3123206	4.5 Tonne Tipper	Res 35/25	Capital Expenses			(17,570)	107,482
3112037	Swimming Pool Needs Analysis	Res 29/25	Operating Expenses		50,000		157,482
9195	Pavilion Toilets	Res 29/25	Capital Expenses		64,000		221,482
BSC1028	Swimming Pool Building Renewal	Res 29/25	Capital Expenses			(170,000)	51,482
					1,981,603	(1,930,121)	51,482

9.3.3 Fees & Charges

File Reference:	3.0004
Applicant:	Nil
Previous Item:	Nil
Author:	Executive Manager Corporate Services
Disclosure of Interest:	Nil
Voting Requirements:	Absolute Majority
Attachments:	9.3.3A Proposed 2025/26 Schedule of Fees & Charges

Summary

The proposed Schedule of Fees and Charges for 2025/26 is presented to Council for adoption, to allow implementation as at 1 July 2024.

Background

A local government has the power to impose and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed. Fees and charges are to be imposed when adopting the Annual Budget but may also be imposed during a financial year or amended from time to time during a financial year. When imposing or amending fees and charges after the annual budget adoption, local public notice must be given before the fee or charge becomes effective.

Following the adoption of the proposed fees and charges, a minimum of seven (7) days will be given before the new fees and charges become effective, which will allow implementation from Tuesday 1 July 2025. It will be necessary for Council to re-adopt the Schedule for the 2025/26 financial year in conjunction with the adoption of the Annual Budget.

Comment

The majority of increases imposed on the fees and charges are between 3%, and 5%. This is in line with the inflation factor provided for in the 10 year long term financial plan. There has not been any major changes to the restructuring of the fees and charges, however, some new charges are proposed and include:

- 12 Month Upfront Membership for the Community Gym
- Group Training Community Gym
- 1 Month Visitor Access for the Community Gym
- Extractive Industry, applications, renewals and transfers

Many charges are determined by legislation, particularly in the areas of building control, planning, and health, over which the Shire has no control. These charges have been clearly indicated in the Schedule, where they are prescribed by legislation.

The attached Schedule (attachment 9.3.3A) itemises each fee and charge.

Adopting the fees and charges in May of each year ensures that any fees and charges raised as of 1 July, through to the date of budget adoption, are levied consistently for the entirety of that financial year.

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

6.16. Imposition of fees and charges

(1) A local government may impose* and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

* Absolute majority required.

(2) A fee or charge may be imposed for the following —

- (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government.
- (b) supplying a service or carrying out work at the request of a person.
- (c) subject to section 5.94, providing information from local government records.
- (d) receiving an application for approval, granting an approval, making an inspection and issuing a license, permit, authorisation or certificate.
- (e) supplying goods.
- (f) such other service as may be prescribed.

(3) Fees and charges are to be imposed when adopting the annual budget but maybe-
(a) imposed* during a financial year; and (b) amended* from time to time during a financial year.

* Absolute majority required.

Policy Implications

Nil

Financial Implications

The revenue raised from Fees & Charges will be included in 2025/26 Annual Budget.

Economic Implications

Nil

Social Implications

Nil

Environmental and Climate Change Considerations

Nil

Risk Considerations

Risk Statement and Consequence	There is a risk of not setting a fee or charge appropriately to recover the cost of providing goods and services, resulting in other funding sources subsidising the costs. Equally, increasing fees too high could adversely impact users for the cost of services which may result in underutilisation of facilities and loss of revenue. Consideration must also be given to legislative requirements regarding certain fees and charges, and the circumstances where, if not done correctly, may result in noncompliance.
Risk Rating (prior to treatment or control)	Moderate
Principal Risk Theme	Financial / Reputational / Compliance
Risk Action Plan (controls or treatment proposed)	Nil

Officer Recommendation

That Council:

- 1. Adopt the proposed Schedule of Fees and Charges for 2025/26 as contained in Attachment 9.3.3A, and provide local public notice in accordance with Section 6.19 of the Local Government Act 1995, for a minimum of 7 days, with the new fees and charges to take effect from 1 July 2025.**
- 2. Note that all residential housing rental increases are to be applied in accordance with the Residential Tenancies Act 1987 (WA).**

2025-2026

draft FEES and CHARGES

Administration		Fee \$ (GST incl)	GST Y/N	GL Account
A4 Copies - Black & White	per page	\$0.70	Y	120340100
A4 Copies - Colour	per page	\$1.75	Y	120340100
A3 Copies - Black & White	per page	\$1.50	Y	120340100
A3 Copies - Colour	per page	\$3.25	Y	120340100
Laminating - A4		\$3.00	Y	120340100
Laminating - A3		\$5.00	Y	120340100
Rate Enquiry/Orders & Requisitions		\$118.75	N	120310150
Rates Notice Reprint	per notice	\$23.25	N	120310150
Direct Debit Administration Fee	per assessment	\$30.00	N	120310100
Special Arrangement to Pay Rates and Services Charges	per assessment	\$30.00	N	120310100
Rates Instalment Fee - 2 instalments	per assessment	\$11.50	N	120310100
Rates Instalment Fee - 4 instalments	per assessment	\$34.50	N	120310100
Full Rate Book - Printed	Stat Dec to be completed	\$175.00	N	120310150
Full Rate Book - Emailed	Stat Dec to be completed	\$70.50	N	120310150
Search Fees e.g. Property File, general etc	minimum 1 hour	\$70.50	Y	120420400
Council Minutes (per copy) - <i>Free of charge on website</i>		\$63.00 + 70c per page	Y	120420400
Shire of Boddington Special Series Number Plates (Department of Transport (DOT) Portion \$200.00)	DOT portion subject to change	\$360.00	Y	121052200

Freedom of Information (FOI)		Fee \$ (GST incl)	GST Y/N	GL Account
Application Fee for Non Personal Information	WA FOI Act 1992	\$30.00	N	120340110
Application Fee for Personal Information		NIL		NIL
FOI Photocopying	per A4 copy	\$0.20	N	120340110
Staff Time (Search and Discovery of Documents)	per hour	\$30.00	N	120340110
These charges are set in accordance with the provisions of the Freedom of Information Regulations 1993.				

Retirement Village & Independent Living Units		Fee \$ (GST incl)	GST Y/N	GL Account
Retirement Village - Units 4 & 5, Forrest Street	2 bed 1 garage	\$240.00	N	120820130
Retirement Village - Units 6 & 7, Forrest Street	3 bed 2 garage	\$275.00	N	120820130
Independent Living Units - Unit 8 To Unit 14, Forrest Street	2 bed 1 garage	\$265.00	N	120820150
Independent Housing Units - Hotham Ave - 4 units	2 bed 1 garage	\$195.00	N	120820100
Optional Gardening Service (Independent Living Village)	per month (Max 1 hour)	\$70.00	Y	120820100

Rental increases are to apply after tenants have been given 60 days' notice, as required by the Residential Tenancies Act 1987 (WA).

Living Longer Living Stronger		Fee \$ (GST incl)	GST Y/N	GL Account
Initial Assessment Tier 1		\$85.00	Y	12082080
Initial Assessment Tier 2		\$60.00	Y	12082080
Casual Session Fee Tier 1		\$5.00	Y	12082080
Casual Session Fee Tier 2		\$5.00	Y	12082080

Youth Centre		Fee \$ (GST incl)	GST Y/N	GL Account
Entry Fee		Nil	Y	120833000
Food and Beverage		cost + 10%	Y	120833000

Recreation Centre		Fee \$ (GST incl)	GST Y/N	GL Account
Not for Profit - Per Day (9am to 12am)	Function Room Only	\$140.25	Y	121130350
Not for Profit - Half Day (4 Hour Slots)	Function Room Only	\$84.50	Y	121130350
Not for Profit - Per Hour	Function Room Only	\$28.00	Y	121130350
Not for Profit - Kitchen	Kitchen Only	\$58.75	Y	121130350
Commercial - Per Day (9am to 12am)	Function Room Only	\$320.50	Y	121130350
Commercial - Half Day (4 Hour Slots)	Function Room Only	\$192.75	Y	121130350
Commercial - Per Hour	Function Room Only	\$64.00	Y	121130350
Commercial - Kitchen (Per Day)	Kitchen Only	\$106.25	Y	121130350
Single Court	per hour	\$26.00	Y	121130350
Double Court	per hour	\$29.00	Y	121130350
Whole of Facility - weekly - includes courts & town oval	per event	\$4,815.00	Y	121130350
Whole of Facility - daily - includes courts & town oval	per event	\$710.00	Y	121130350
Facility Hire - Cleaning Fee	per hour	\$65.00	Y	121130350

2025-2026

draft FEES and CHARGES

Town Hall		Fee \$ (GST incl)	GST Y/N	GL Account
Not for Profit - Per Day (9am to 12am)	Function Room Only	\$116.00	Y	121110100
Not for Profit - Half Day (4 Hour Slots)	Function Room Only	\$70.00	Y	121110100
Not for Profit - Per Hour	Function Room Only	\$24.00	Y	121110100
Commercial - Per Day (9am to 12am)	Function Room Only	\$230.00	Y	121110100
Commercial - Half Day (4 Hour Slots)	Function Room Only	\$139.00	Y	121110100
Commercial - Per Hour	Function Room Only	\$47.00	Y	121110100

Ovals & Parks (Town Oval/Boddington Old School Oval/Foreshore)		Fee \$ (GST incl)	GST Y/N	GL Account
Ovals - Local Community Group	per use	\$134.00	Y	121130300
Ovals - Other	per use	\$456.00	Y	121130300
Foreshore	per use	\$134.00	Y	121130300
Town Oval - Light Usage - All Users	per use	\$40.00	Y	121130300

Sporting Club Hire Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Boddington Badminton Club	includes juniors	\$335.00	Y	121130900
Boddington Cricket Club	includes juniors	\$533.00	Y	121130900
Boddington Tennis Club	includes juniors	\$1,269.00	Y	121130900
Boddington Football Club	includes juniors	\$5,067.75	Y	121130900
Boddington Netball Club	includes juniors	\$1,269.00	Y	121130900
Boddington Basketball		\$135.00	Y	121130900
Boddington Volleyball Club		\$135.00	Y	121130900
Introductory Sports Initial Fee		\$95.00	Y	121130900

Boddington Community Gym - BODDFIT		Fee \$ (GST incl)	GST Y/N	GL Account
Joining Fee		\$60.00	Y	121130290
Monthly Direct Debit		\$27.00	Y	121130290
Monthly Direct Debit (Youth)		\$21.50	Y	121130290
Monthly Direct Debit (Concession) - Seniors Card/Pension Card	Copy of card/s required	\$21.50	Y	121130290
3 Month Upfront		\$100.00	Y	121130290
3 Month Upfront (Youth)		\$80.00	Y	121130290
3 Month Upfront (Concession) - Seniors Card/Pension Card	Copy of card/s required	\$80.00	Y	121130290
12 Month Upfront		\$376.00	Y	121130290
12 Month Upfront (Youth)		\$300.00	Y	121130290
12 Month Upfront (Concession) - Seniors Card/Pension Card	Copy of card/s required	\$300.00	Y	121130290
Replacement Card		\$60.00	Y	121130290
1 Month Visitor Membership - non-local, short stay visitors/workers		\$40.00	Y	121130290
Community Gym Group Training - Delivered by a Shire of Boddington approved Personal Trainer and by arrangement with the Shire of Boddington	Maximum of three community gym members at one time	\$20 per hour	Y	121130290

Swimming Pool Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Season Family	immediate dependants only	\$270.00	Y	121120200
Season - Adult		\$120.00	Y	121120200
Season - Child 3-17 years		\$68.00	Y	121120200
Season - Aged and/or Concession Card Holder		\$70.00	Y	121120200
Daily - Adult		\$5.50	Y	121120200
Daily - Child 3-17 years		\$3.50	Y	121120200
Daily - Aged and/or Concession Card Holder		\$3.50	Y	121120200
Daily - School Entry		\$3.50	Y	121120200
Lane Hire	per lane, per hour	\$10.50	Y	121120200
After Hours Fee	per hour	\$75.00	Y	121120200
Vacswim		Normal Entry Fee	Y	121120200
Intraschool Swimming Carnivals	no charge	No Charge		
Spectator Fee		\$1.00	Y	121120200

Bonds		Fee \$ (GST incl)	GST Y/N	GL Account
Access, Facility and Key	applicable to all hirers	\$120.00	N	TRUST
Cleaning	applicable to all hirers	\$120.00	N	TRUST
Gazebo	applicable to all hirers	\$120.00	N	TRUST

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Electric Vehicle Charging		Fee \$ (GST incl)	GST Y/N	GL Account
Off Peak	Cents/kWh	\$0.50	Y	121370080
Peak	Cents/kWh	\$0.60	N	121370080

Cemetery Fees		Fee \$ (GST incl)	GST Y/N	GL Account
Burial		\$2,255.00	Y	121050200
Extra Depth (per 300 mm)		\$195.00	Y	121050200
Grave Re-Opening - Ordinary Grave - No Masonry		\$2,255.00	Y	121050200
Land for Graves - Grant of Right of Burial		\$205.00	N	121050200
Land for Graves - Exhumation Fee		\$2,730.00	Y	121050200
Land For Graves - Re-interment After Exhumation		\$1,350.00	Y	121050200
Monumental Work - Permission to Erect Headstone - Annual Permit		\$205.00	Y	121050200
Monumental Work - Permission to Erect Headstone - Single Permit		\$30.00	Y	121050200
Funeral Director's License - Annual Permit		\$170.00	Y	121050200
Funeral Director's License - Single Permit		\$88.00	N	121050200
Re-Issue of Grant of Burial/Registration of Assigned Grant		\$205.00	N	121050200
Penalty Fees - Internment of Oblong or Oversized Casket	additional fee	\$290.00	N	121050200
Penalty Fees - Internment on Weekend, Public Holiday or After Hours	additional fee	Cost + 10%	N	121050200
Disposal of Ashes - Spreading of Ashes		NIL		121050200
Disposal of Ashes - Second Internment - Second Plaque on Plate		Cost + 10%	Y	121050200
Disposal of Ashes - Placement of Ashes in Existing Family Grave 300mm Depth		\$295.00	Y	121050200
Reservations - Niche Wall - Single		\$205.00	Y	121050200
Reservations - Niche Wall - Double		\$275.00	Y	121050200
Miscellaneous Charges - Copy of Grant of Burial		\$38.00	Y	121050200
Miscellaneous Charges - Plaques		Cost + 10%	Y	121050200
Miscellaneous Charges - Plaque Installation Costs (Staff Labour)		\$170.00	Y	121050200

Caravan, Camping Sites, Overnight Accommodation		Fee \$ (GST incl)	GST Y/N	GL Account
Caravan En-suite - Weekly	2 Adults & 2 Children	\$330.00	Y	121320600
Caravan En-suite - Single Night	2 Adults & 2 Children	\$55.00	Y	121320600
Caravan En- suite - Additional Persons		\$13.00	Y	121320600
Caravan Other Sites - Weekly	2 Adults & 2 Children	\$240.00	Y	121320600
Caravan Other Sites - Single Night	2 Adults & 2 Children	\$40.00	Y	121320600
Caravan Other Sites - Additional Persons		\$10.00	Y	121320600
Camping - Powered	2 Adults & 2 Children	\$30.00	Y	121320600
Camping - Non - Powered	2 Adults & 2 Children	\$20.00	Y	121320600
Camping - Additional Persons	Powered/Non-Powered Sites	\$7.00	Y	121320600
CMCA Caravan Club 10% discount on presentation of card			Y	121320600
Shower/Toilet Use Only		\$7.50	Y	121320600
Old Police Station	up to 4 persons	\$180.00	Y	121320650
Old Police Station - Additional Persons	maximum of 6 persons	\$31.00	Y	121320650
Old Police Station - Overflow Events Friday/Saturday	up to 4 persons	\$361.00	Y	121320380
Old Police Station - Overflow Events Friday/Saturday Additional Persons	maximum of 6 persons	\$33.00	Y	121320380
Overflow Camping - Friday/Saturday - Per Adult	including Rodeo	\$35.00	Y	121320380
Overflow Camping - Friday/Saturday - Per Child	including Rodeo	\$10.00	Y	121320380

Caravan, Long Term Accommodation		Fee \$ (GST incl)	GST Y/N	GL Account
Long Term Accommodation - En-suite Weekly (28 continuous nights or more)	2 Adults & 2 Children	\$220.00	Y	121320600
Long Term Accommodation - En-suite Weekly Additional Persons (28 continuous nights or more)	additional persons	\$55.00	Y	121320600
Long Term Accommodation - Other Sites Weekly (28 continuous nights or more)	2 Adults & 2 Children	\$193.00	Y	121320600
Long Term Accommodation - Other Sites Weekly Additional Persons (28 continuous nights or more)	additional persons	\$39.00	Y	121320600
Increases are to apply after tenants have been given 60 days notice, as required by the Residential Parks (Long Stay Tenants) Act 2006 Section 11(1)(b)				

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Plant & Equipment/Private Works (Hourly)		Fee \$ (GST incl)	GST Y/N	GL Account
Grader	(includes operator) per hour	\$250.00	Y	121460050
Truck (Tandem 10m3)	(includes operator) per hour	\$225.00	Y	121460050
Loader	(includes operator) per hour	\$225.00	Y	121460050
Tractor	(includes operator) per hour	\$200.00	Y	121460050
Multi Tyred Roller	per hour plus mobilisation	\$210.00	Y	121460050
Massey Loader/Tractor	(includes operator) per hour	\$200.00	Y	121460050
Road Broom & Utility	(includes operator) per hour	\$210.00	Y	121460050
Footpath Sweeper	(includes operator) per hour	\$200.00	Y	121460050
Tractor & Slasher	(includes operator) per hour	\$240.00	Y	121460050
Utility & 1T Tipper Truck	(includes operator) per hour	\$110.00	Y	121460050
Supervisor - Including Vehicle	(includes operator) per hour	\$220.00	Y	121460050
Supervisor - Excluding Vehicle	per hour	\$115.00	Y	121460050
Labour Hire	per hour	\$106.00	Y	121460050
Labour Hire - Overtime - Time and a half	per hour	\$165.00	Y	121460050
Labour Hire - Overtime - Double Time	per hour	\$210.00	Y	121460050
Directional Signage				
Directional Signage Request	Per Sign	Cost + 10%	Y	121460050
Directional Signage Ordering, Manufacturing & Erection	Per Sign	Cost + 10%	Y	121460050
Directional Signage Return	Per Sign	Cost + 10%	Y	121460050

Water Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Standpipe Water - Use per kilolitre (or part thereof)	Minimum Fee \$11	\$11.00	N	120510100
Town Dam Water - Use per kilolitre (or part thereof)	Minimum Fee \$5.50	\$5.50	N	120510100
Standpipe Access Cards or Keys Bond	per card or key	\$120.00	N	TRUST

Ranger Fees & Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Animal Euthanasia Fee - (During Office Hours)		\$96.00	Y	120520200
Ranger Call Out Fee - Wandering Livestock, Animal Destruction & Illegal Burning (minimum charge of 3 hours)		\$165.50	Y	120520100
Transportation of Animals Impounded Per Vehicle Load or Part Thereof		Cost + 10%	Y	120520100
Wandering Livestock - Local Law Charge		\$200.00	Y	120520100
Additional Labour Fee For Dealing With Stock	per hour	\$95.00	Y	120520100
Impound Fee - Mon - Frid (Excluding Public Holidays)	8am - 5pm	\$75.00	Y	120520100
Impound Fee - All Other Times		\$200.00	Y	120520100
Impound Sustenance Fees - Dogs & Cats	daily fee	\$24.00	Y	120520100
Impound Sustenance Fees - Horses, Mules, Bulls, Geldings (per head)	daily fee	\$24.00	Y	120520100
Impound Sustenance Fees - Pigs, Rams, Lambs, Goats (per head)	daily fee	\$16.00	Y	120520100
Animal Trap Bond - Cat Trap Small, Dog/Fox Trap Large	per trap	\$120.00	Y	TRUST
Animal Trap Hire - Per Week	per trap	\$15.00	Y	120520400
Parking Local Laws - in accordance with the penalties outlined in the Local Law		various	Y	120530400
Vehicles/Abandoned Vehicles Recovery - During Office Hours	plus tow vehicle & refuse charges	\$95.00	Y	120530300
Vehicles/Abandoned Vehicles Recovery - After Hours	plus tow vehicle & refuse charges	\$167.50	Y	120530300
Administration Fee - Unpaid or Overdue Infringements		\$36.25	Y	120530300

Dog Registration Fees & Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Dog Registration - Unsterilised 1 Year		\$50.00	N	120520300
Dog Registration - Unsterilised 3 Years		\$120.00	N	120520300
Dog Registration - Unsterilised - Lifetime		\$250.00	N	120520300
Dog Registration - Sterilised 1 Year		\$20.00	N	120520300
Dog Registration - Sterilised 3 Years		\$42.50	N	120520300
Dog Registration - Sterilised - Lifetime		\$100.00	N	120520300
Dog Registration - Pensioner Concession - 50% Of Above Fees			N	120520300
Dog Registration - Working Dogs - 25% Of Above Fees			N	120520300
Registration Of Dog Kept In Approved Kennel		\$200.00	N	120520300
Dangerous Dog - Annual Compliance Inspection - 1st Inspection		Free	N	120520300
Dangerous Dog - Annual Compliance Inspection - 2nd Inspection		\$100.00	N	120520300
All Dog Registration Fees Are Legislated In The Dog Act				

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Cat Registration Fees & Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Cat Registration - Sterilised 1 Year		\$20.00	N	120520350
Cat Registration - Sterilised 3 Years		\$42.50	N	120520350
Cat Registration - Sterilised - Lifetime		\$100.00	N	120520350
Cat Registration - Pensioner Concession - 50% Of Above Fees			N	120520350
All Cat Registration Fees Are Legislated In The Cat Act				

Microchipping Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Dog Microchipping		\$52.00	Y	120520350
Cat Microchipping		\$52.00	Y	120520350

Refuse Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Domestic Kerbside Refuse & Recycling Collection on Rate Notice		\$395.00	N	121010100
Commercial Kerbside Refuse & Recycling Collection on Rate Notice		\$395.00	N	121020400
Commercial/Domestic Additional Kerbside Refuse & Recycling Bin Service		\$395.00	N	121010600
Domestic/Commercial Refuse Service Only		\$310.00	N	121010100
Domestic/Commercial Recycling Service Only		\$100.00	N	121010100
Additional Commercial/Domestic Recycling Bin Service Only		\$100.00	N	121010600
Eligible Pensioners/Seniors - Kerbside Refuse & Recycling Collection on Rate Notice		\$325.00	N	121010100
Eligible Pensioners/Seniors - Additional Kerbside Refuse & Recycling Bin Service		\$395.00	N	121010600
Eligible Pensioners/Seniors - Domestic Refuse Service Only		\$255.00	N	121010100
Eligible Pensioners/Seniors - Additional Refuse Bin Service Only		\$310.00	N	121010100
Eligible Pensioners/Seniors - Recycling Bin Service Only		\$100.00	N	121010100

Tip Refuse Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Commercial - Disposal of 1m3 of General Waste	or part thereof	\$31.00	Y	121010300
Commercial - Disposal of Clean Green Waste per 1m3	or part thereof	\$7.50	Y	121010300
Asbestos Burial - per m3	or part thereof	\$210.00	Y	121010300
Septage Per Litre	cents per litre	\$0.40	N	121020500
Vehicle Bodies - Car		\$90.00	Y	121010300
Vehicle Bodies - Truck		\$180.00	Y	121010300
Out Of Hours Supervision Refuse Site Access By Prior Appointment - Excluding Public Holidays	minimum of 1 hour or part thereof	\$100.00	Y	121020500
Non-Commercial Mattress Disposal		\$38.00	Y	121010300
Commercial Mattress Disposal		\$63.00	Y	121010300
Refrigerated appliances (charge to de-gas) Includes Air Conditioners		\$21.00	Y	121010300

Health Charges		Fee \$ (GST incl)	GST Y/N	GL Account
Offensive Trade (Fees) Regulations 1976 *,E.g. Piggery	per annum	\$298.00	N	120751000
Construction of Annex or Shed at Caravan Park		\$125.00	N	121040100
Lodging House Licence 6-15 persons	per annum	\$75.00	N	121340100
Lodging House Licence 16-25 persons	per annum	\$145.00	N	121040100
Lodging House Licence 26+ persons	per annum	\$215.00	N	121040100
Water Testing		\$99.00	N	120751000
Water Testing travel	per kilometre	\$1.00	N	120751000
Food Businesses				
Notification of Food Business*		\$82.00	N	120751000
Registration of Food Business*		\$245.00	N	120751000
Change of Ownership/ Business Details*		\$82.00	N	120751000
Application for Assessment (preliminary approval of plans)		\$212.00	N	120751000
Food Business Surveillance and Inspection Fee (pro rata may apply to new food businesses)				
a. Risk Category - High		\$315.00	N	120751000
b. Risk Category - Medium		\$210.00	N	120751000
c. Risk Category - Low		\$100.00	N	120751000
d. Risk Category - Very low and/or exempt (Community/Non Profit)		\$0.00	N	120751000
Late Payment Administration Fee		\$50.00	N	120751000
Family Day Care		\$100.00	N	120751000
Alfresco Dining		\$155.00	N	121040100

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Health Charges (continued)		Fee \$ (GST incl)	GST Y/N	GL Account
Temporary Food Stall Permits (Events)				
Annual Application and Risk Assessment		\$200.00	N	120751000
Application and Risk Assessment – single day event		\$60.00	N	120751000
Every Additional Trading Day – per event		\$16.00	N	120751000
Stallholders Permit Per Day (or part thereof) Community/Non Profit		No Charge	N	120751000
Waste Water Treatment System Fees				
Application for Effluent Disposal Assessment*		\$118.00	N	121030100
Issuing of Permit to Use*		\$118.00	N	121030100
Septic Tank Application - Local Government Report		\$118.00	N	121030100
Public Trading Permit				
Application Fee Per Annum – non refundable plus on issue or renewal		\$115.00	N	120751000
Permit Fee - Daily		\$35.00	N	120751000
Permit Fee – Monthly		\$170.00	N	120751000
Permit Fee - Annual		\$625.00	N	120751000
Inspections and Reports on Request				
Service Request Fee				
Inspection on Request (working hours)		\$195.00	N	120751000
Inspection on Request (after hours)		\$285.00	N	120751000
Sampling Fees				
Food, Water Sampling (excludes analytical and freight costs)		\$140.00	N	120751000
Routine Non-scheme Drinking Water - annual fee (excludes analytical and freight costs- charge at cost)		\$250.00	N	120751000
Routine Non-scheme Drinking Water - per sample (excludes analytical and freight costs- charge at cost)		\$88.00	N	120751000
Annual public swimming pool auditing/sampling - 1 to 2 samples		\$215.00	N	120751000
Annual public swimming pool auditing/sampling - > 2 samples		\$250.00	N	120751000
Lodging House Fees				
New and Annual Registration Fee		\$200.00	N	121040100
Personal Care Businesses, Skin Penetration				
Hairdressers, Personal Care and Skin Penetration Registration Fee		\$75.00	N	121040100
Annual Registration Renewal Fee		\$75.00	N	121040100
Other Applications/ Health Fees				
Environmental Health Officer - hourly fee		\$95.00	N	120751000
Public building Application Fee		\$212.00	N	120751000
Public Buildings Maximum Certification Costs* - Schedule 1 of Health (Public Buildings) Regulations 1992		\$871.00	N	120751000
All other Applications for Approval		\$215.00	N	120751000
Keeping of Bees Non-commercial Purposes		\$84.00	N	120751000
Offensive Trades License – per annum		\$298.00	N	120751000
Caravan Park License		\$200.00	N	120751000

*denotes the fees and charges that are prescribed by legislation

Town Planning		Fee \$ (GST incl)	GST Y/N	GL Account
Development Application				
Determining a development application (other than for an extractive industry), where the development has commenced or been carried out	The fee in Development Application Fees* plus, by way penalty, twice that fee		N	121040100
Development Applications Fees*				
No more than \$50,000		\$147.00	N	121040100
More than \$50,000 but less than \$500,000	0.32% of projected cost		N	121040100
More than \$500,000 but less than \$2.5m	\$1,700 + 0.257% for every \$1 in excess of		N	121040100
More than \$2.5m but less than \$5m	\$7,161 + 0.206% for every \$1 in excess of \$2.5m		N	121040100
More than \$5m but less than \$21.5m	\$12,633 + 0.123% for every \$1 in excess of \$5m		N	121040100
More than \$21.5m		\$34,196.00	N	121040100
Determining a development application for an extractive industry where the development has commenced or been carried out	The fee for Extractive Industry plus, by way of penalty, twice that fee		N	121040100
Determining an application to amend or cancel development approval		\$295.00	N	121040100
Miscellaneous Development Applications*				
Application for home occupation		\$222.00	N	121040100
Determining an initial application for approval of a home occupation where the home occupation has commenced	The fee application for home occupation plus, by way of penalty, twice that fee			

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Town Planning (continued)		Fee \$ (GST incl)	GST Y/N	GL Account
Determining an application for the renewal of an approval of a home occupation where the application is made before the approval expires		\$0.00	N	121040100
Determining an application for the renewal of an approval of a home occupation where the application is made after the approval expired		The fee above plus, by way of penalty, twice that fee		
Application for change of use or for change of a non-conforming use where no new development is occurring		\$295.00	N	121040100
Extractive Industry		\$739.00	N	121040100
Determining an application for a change of use or for an alteration or extension or change of a non-conforming use to which item 2 does not apply, where the change or the alteration, extension or change has commenced or been carried out		The fee above plus, by way of penalty, twice that fee		
Strata Title Fees a) For a certificate under Section 5B(2)		\$121.00	N	121040100
Strata Title Fees b) For a certificate under Section 8A(f) or 9(3)		\$121.00	N	121040100
Development Assessment (DAP)*				
Not less than \$2m and less than \$7m		\$6,168.00	N	121040100
Not less than \$7m and less than \$10m		\$9,522.00	N	121040100
Not less than \$10m and less than \$12.5m		\$10,361.00	N	121040100
Not less than \$12.5m and less than \$15m		\$10,656.00	N	121040100
Not less than \$15m and less than \$17.5m		\$10,952.00	N	121040100
Not less than \$17.5m and less than \$20m		\$11,249.00	N	121040100
\$20m or more		\$11,544.00	N	121040100
An application under regulation 17 (Form 2:Amendment)		\$264.00	N	121040100
Scheme Amendments/Structure Plan				
Basic Structure Plan		\$1,000.00	N	121040100
Standard Structure Plan		\$2,750.00	N	121040100
Complex Structure Plan		\$5,000.00	N	121040100
Basic Structure Amendment		\$1,000.00	N	121040100
Standard Structure Amendment		\$2,750.00	N	121040100
Complex Structure Amendment		\$5,000.00	N	121040100
Local Development Plans		\$2,750.00	N	121040100
Revised Local Development Plans		\$600.00	N	121040100
Subdivisions				
Clearance Certificates				
Up to 5 lots (per lot)		\$73.00	N	121040100
6 - 195 lots (per lot) first 5		\$73.00	N	121040100
6 - 195 lots (per lot) thereafter		\$35.00	N	121040100
More than 195 lots (total)		\$7,393.00	N	121040100
Engineering Supervision Fees % contract price		\$1.50	N	121040100
Maintenance Bond (held for 12 months) % contract price		\$4.00	N	121040100
Open Planning Fees				
Issue of Zoning Certificate		\$73.00	N	121040100
Section 40 Certificate		\$82.00	N	121040100
Issue of Property Settlement Questionnaire		\$73.00	N	121040100
Issue of Written Planning Advice		\$73.00	N	121040100
Certificate of Title Search		\$85.00	N	121040100
Permanent Road Reserve Closure + Advertising Costs		\$1,000.00	N	121040100
Cash in Lieu of Car Parking Per Car Park Bay		\$4,503.25	N	121040100
Cash in Lieu of Car Parking Per Car Park Bay - Land Construction and Drainage Costs		Allowance	N	121040100
Planning Documents (All on Website)				
Extractive Industries (Local Law)				
Extractive Industry Bond		As determined	N	121040100
Extractive Industry - Annual Renewal	Per Annum	\$300.00	N	121040100
Extractive Industry - Public Advertising		At cost	N	121040100
Extractive Industry - Transfer		\$500.00	N	121040100
Extractive Industry Licence Application		\$1,500.00	N	121040100
NB : Town Planning fees are set by legislation and the fee applicable at the time will be charged				

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Building Services		Fee \$ (GST incl)	GST Y/N	GL Account
Application for Building Permit - Residential & Minor Buildings: Class 1 and Class 10		\$171.65 minimum		
Building Services Levy (BSL)*	\$value X 0.137%	\$61.65	N	TRUST NO8
Building Permit - Uncertified*	\$value X 0.32% PLUS BSL	\$110.00	N	121340100
Building Permit - Certified*	\$value X 0.19% PLUS BSL	\$110.00	N	121340100
CTF Levy*				
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%		N	TRUST NO7
Application for Building Permit - Commercial Buildings: Class 2 to Class 9		\$171.65 minimum		
Building Services Levy (BSL)*	\$value X 0.137%	\$61.65	N	TRUST NO8
Building Permit - Certified*	\$value x 0.09% plus BSL	\$110.00 min	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%		N	TRUST NO7
*Fees prescribed by Regulations; such fees will be amended as Regulations are amended.				
Application for Building Permit Amendments - Minor Changes Under \$20,000				
Building Services Levy (BSL)*		\$61.65	N	TRUST NO8
Amended Building Permit – Uncertified or Certified		\$200^ plus BSL	N	121340100
Amending Builder's Details – Replacement Builder with no changes to plans		No charge	N	121340100
Amending Builder's Details – Replacement Builder with changes to plans. Priced on Application.		\$200^ min	N	121340100
Resubmission due to amendments included with Notice of Completion. Priced on Application		\$198^ min	N	121340100
Application to extend the time during which a building or demolition permit has effect*		\$110.00	N	121340100
Application for Occupancy Permit - Commercial Buildings: Class 2 to Class 9				
Building Services Levy (BSL)*		\$61.65	N	TRUST NO8
Occupancy Permit - Complete building (section 46)*		\$110.00	N	121340100
Temporary Occupancy Permit - Incomplete building (Section 47)*		\$110.00 plus BSL	N	121340100
Occupancy Permit Modification - Additional use of a building on a temporary basis (Section 48)*		\$110.00 plus BSL	N	121340100
Occupancy Permit Replacement - Permanent change of the building's use or classification (Section 49)*		\$110.00 plus BSL	N	121340100
Replacement Occupancy Permit (Section 52)*		\$110.00 plus BSL	N	121340100
Application for Demolition Permit		\$171.65 minimum		
Building Services Levy (BSL)*	\$value x 0.137%	\$61.65	N	TRUST NO8
Residential Buildings: Class 1 or Class 10*		\$110.00 plus BSL	N	121340100
Commercial Buildings: Class 2 to Class 9*	Per Storey	\$110.00	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%		N	TRUST NO7
Application for Retrospective Approval - Residential & Minor Buildings: Class 1 and Class 10		\$233.30 minimum		
Building Services Levy (BSL)*	\$value x 0.274%	\$123.30	N	121340100
Building Approval Certificate (Section 51)*	\$value x 0.38% plus BSL	\$110.00	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%		N	TRUST NO7
Application for Retrospective Approval - Commercial Buildings: Class 2 to Class 9		\$233.30 minimum		
Building Services Levy (BSL)*	\$value x 0.274%	\$123.30	N	TRUST NO8
Occupancy Permit (Section 51)*	\$value x 0.18% plus BSL	\$110.00	N	121340100
(Construction Training Fund) - Only payable where the construction value exceeds \$20,000 inc GST	\$value x 0.2%			TRUST NO7
Request for Certificate of Compliance				
Certificate of Design Compliance Class 2 to Class 9 Buildings Includes one inspection; additional inspections are charged at \$200 per hour.		\$600^ min plus \$VALUE x 0.1%	N	121340100
Certificate of Construction Compliance Includes one inspection; additional inspections are charged at \$200 per hour.		\$600^ minimum	N	121340100
Certificate of Building Compliance Includes one inspection; additional inspections are charged at \$200 per hour. Priced on application.		\$600^ minimum	N	121340100
Application to Vary Residential Design Codes or Fencing Local Law				
Residential Design Code Variation – Minor Structure Class 10		\$278.00	N	121340100
Residential Design Code Variation – New Residence or Additions/Alterations Class 1		\$556^	N	121340100
Residential Design Code Variation Review - Minor Structure Class 10		\$278^	N	121340100
Residential Design Code Variation Review – New Residence or Additions/Alterations Class 1		\$556^	N	121340100

2025-2026

draft FEES and CHARGES

Building Services (continued)		Fee \$ (GST incl)	GST Y/N	GL Account
Private Swimming Pool Inspections				
Swimming Pool Inspection		\$61.00	N	121340150
Swimming Pool Additional Inspections - upon request and charged per inspection		\$200.00 min	N	121340150
Miscellaneous Building Fees				
Written advice/consultation with a Building Surveyor	\$200 per hour	\$200.00 min	N	121340100
Installation of Annex (Rigid) or Park Home Class 1 on Caravan Park & Camping Grounds	\$200 per hour	\$200.00 min	N	121340100
Application for approval of battery powered smoke alarms (includes inspection)*		\$185.00	N	121340100
Application as defined in regulation 31 (for each building standard in respect of which a declaration is sought)*		\$225.00	N	121340100
Kerb/Footpath Bond		\$2,300.00	N	TRUST
Rural Numbering (at time of Building License submitted)		\$100.00	Y	121218200
*Fees prescribed by Regulations; such fees will be amended as Regulations are amended.				

9.4 INFRASTRUCTURE SERVICES

Nil

10. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS
MOTION HAS BEEN GIVEN

11. URGENT BUSINESS WITHOUT NOTICE WITH THE
APPROVAL OF THE PRESIDENT OR MEETING

12. CONFIDENTIAL ITEMS

Nil

13. CLOSURE OF MEETING