



*'The Council and Staff of the Shire of Boddington, in partnership with the community,
are committed to operating effectively and efficiently to provide quality lifestyle
opportunities
that encourage population growth and development'*

MINUTES

For The
Ordinary Meeting of Council
Held At
16 December 2021

At 5:30pm

Council Chambers
39 Bannister Rd, Boddington

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Minutes

1.	DECLARATION OF OPENING	4
2.	ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE	4
2.1.1	Attendance	4
2.1.2	Apologies.....	4
2.1.3	Leave of Absence	4
3.	DISCLOSURE OF FINANCIAL INTEREST	4
4.	PUBLIC QUESTION TIME	4
5.	PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS.....	5
6.	CONFIRMATION OF MINUTES	5
6.1.1	Special Meeting of Council held on Thursday 25 November 2021	5
7.	ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION	5
8.	REPORTS OF OFFICERS AND COMMITTEES	6
8.1	PLANNING	6
8.1.1	Proposed Child Care Premises and Dwelling – Strata Lot 6/54 Hotham Avenue, Boddington6	6
8.2	CORPORATE SERVICES.....	36
8.2.1	Monthly Financial Statements – November 2021.....	36
8.2.2	List of Payments - November 2021	55
8.3	ENVIRONMENTAL HEALTH / BUILDING SERVICES	72
8.4	WORKS & SERVICES	72
8.5	COMMUNITY SERVICES	73
8.5.1	LOAF Application – Boddington Basketball Association	73
8.5.2	LOAF Application – Boddington Football Club	88
8.5.3	Community Grant Program	99
8.5.4	Community Facility Fund.....	105
8.5.5	Boddington Sports and Community Club Playground Project	111
8.5.6	Lease - Boddington Riding Club	115
8.6	CHIEF EXECUTIVE OFFICER	145
8.6.1	Early Learning Centre Improvements	145
8.6.2	Policy Review – Elected Member Tablets	175
9.	ELECTED MEMBERS’ MOTION OF WHICH PREVIOUS MOTION HAS BEEN GIVEN.....	181
10.	URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING.....	181
11.	CONFIDENTIAL ITEMS	181
12.	CLOSURE OF MEETING	181

1. DECLARATION OF OPENING

Garry Ventris, Shire President, declared the meeting open at 5:34pm and gave the following address:

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

2. ATTENDANCE/APOLOGIES/LEAVE OF ABSENCE

2.1.1 Attendance

Cr G Ventris	Shire President
Cr C Erasmus	
Cr E Schreiber	
Cr I Webster	

Mrs Julie Burton	Chief Executive Officer
Mrs Cara Ryan	Executive Manager Corporate Services
Mr P Haas	Principal Environmental Health Officer/Building Surveyor
Mr J Atkins	Manager of Works & Services
Ms T Hodder	Executive Officer (minutes)

Visitors: 0

2.1.2 Apologies

Cr Smalberger	Deputy Shire President
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2.1.3 Leave of Absence

Nil

3. DISCLOSURE OF FINANCIAL INTEREST

4. PUBLIC QUESTION TIME

Nil.

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

Nil.

6. CONFIRMATION OF MINUTES

6.1.1	Special Meeting of Council held on Thursday 25 November 2021
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COUNCIL RESOLUTION: 133/21

Moved Cr Webster

That the minutes of the Ordinary Meeting of Council held on 25 November 2021 be confirmed as a true record of proceedings.

Seconded: Cr Erasmus

Carried: 4/0

7. ANNOUNCEMENTS BY PRESIDING MEMBER WITHOUT DISCUSSION

Nil

8. REPORTS OF OFFICERS AND COMMITTEES

8.1 PLANNING

8.1.1	Proposed Child Care Premises and Dwelling – Strata Lot 6/54 Hotham Avenue, Boddington
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File Ref No:	A275
Applicant:	Domestic Drafting Service
Disclosure of Interest:	Nil
Author:	Steve Thompson
Attachments	8.1.1A Location Plan
8.1.1	8.1.1B Details originally provided by applicant (cover letter & plans)
	8.1.1C Submissions
	8.1.1D Applicant response to submissions
	8.1.1E Planning Bulletin 72/2009 Child Care Centres
	8.1.1F Extract from <i>Planning and Development (Local Planning Schemes) Regulations 2015</i>

Summary

The purpose of this report is to inform Council of the outcomes of the consultation period, consider the submissions and set out next the steps regarding the Development Application. It is proposed that following the applicant providing a noise impact assessment, the Development Application will again be referred to Council.

Background

The applicant seeks development approval for child care premises along with a dwelling on Strata Lot 6 (No. 54) Hotham Avenue, Boddington (the site).

The site's location is outlined in Attachment 8.1.1A which is close to the town centre. The area contains a mix of residential, short stay, community (RSL and Boddington Hospital) and commercial uses.

The site is 1361m² in area, is vacant, cleared and gently sloping. It forms part of a strata subdivision which is partly developed with dwellings (units).

Proposal

The applicant proposes:

- The premises will be located on a site of 1000m²;
- The building will have a floor area of 274m² plus verandahs and porches;
- The premises will accommodate up to 40 children;
- Operation hours of the centre are proposed between 6:30am to 6:00pm, Monday to Friday;
- Vehicle access to and from the child care premises is via a new crossover from Hotham Avenue which is separate to the accessway servicing the existing units; and
- 11 car parking bays including one universal access bay.

Additionally, the applicant seeks development approval for a dwelling in the western portion of the site. The dwelling is to be located on a proposed lot which is 358m². The dwelling will be accessed from the existing accessway (common property).

Consultation

The Shire consulted widely for a 28 day period through:

- Writing to 100 landowners within 200 metres of the application site;
- Placing details on the Shire's website;
- A public notice in the Bodd News;
- A public notice on the Shire's notice board;
- A sign placed on the application site; and
- Placing details on the Shire's Facebook page.

Following the extensive consultation, five submissions were received with four raising objections and one submission in support (see Attachment 8.1.1C). All those objecting owned properties in the unit complex at No. 54 Hotham Avenue. There were no objections from other neighbours. The main issues and objections raised in the submissions relate to:

- Noise impacts on shift workers and the elderly in the neighbouring units;
- Hours of operation;
- Increased traffic;
- Restricted driveway access to other units;
- Devaluation of existing units due to the operation of a family day care centre;
- Loss of visual amenity due to a proposed 1.8 metre high fence;
- Increased water use and a lack of separate meters; and
- There are two existing childcare facilities in Boddington.

In accordance with established practice, the Shire administration has liaised with the applicant following the receipt of submissions. In response to the submissions, the applicant has provided a response to the submissions (see Attachment 8.1.1D).

Planning framework

In summary:

- The site is zoned 'Residential R40' in the *Shire of Boddington Local Planning Scheme No. 3* (LPS3);
- The objectives of the Residential zone in LPS3 are:
 - 'To provide for a range of housing and a choice of residential densities to meet the needs of the community.
 - To facilitate and encourage high quality design, built form and streetscapes throughout residential areas.
 - To provide for a range of non-residential uses, which are compatible with and complementary to residential development.'
- 'Child Care Premises' is defined in LPS3 as -
 - '(a) an education and care service as defined in the Education and Care Services National Law (Western Australia) section 5(1), other than a family day care service as defined in that section is provided; or
 - (b) a child care service as defined in the Child Care Services Act 2007 section 4 is provided';
- A 'Child Care Premises' is an 'A' use in the Residential Zone in LPS3 which means the local government needs to seek comments before determining the Development Application;

- The *Shire of Boddington Local Planning Strategy* includes a strategy to 'Support community wellbeing and quality of life by considering and responding to changing community characteristics and needs'; and
- The *Shire of Boddington Strategic Community Plan 2017 – 2027* supports a strong, healthy and safe community including 'Health, education and family support services that meet the needs of the community'

The Shire has no planning policy on family day care or the larger scale child care centres (now called 'child care premises'). The Western Australian Planning Commission's *Planning Bulletin 72/2009 Child Care Centres* is provided in Attachment 8.1.1E. The bulletin provides useful guidance in assessing this application.

Attachment 8.1.1F is an extract from the *Planning and Development (Local Planning Schemes) Regulations* which sets out matters to be considered by local government in assessing a Development Application. Some of the matters raised in the submissions are not included in the list of matters in the Regulations (e.g. some matters raised are not planning considerations).

Comment

A) Overview

The Shire administration is supportive in-principle of the Development Application, however, before determining the application, there is a need for a noise impact assessment. Following the receipt of the noise impact assessment, the Development Application will again be considered by Council.

While noting the above, there are various issues associated with the proposed child care premises, which should be considered by the Council in determining the Development Application. Some of these issues are outlined below.

B) Planning Bulletin 72/2009

Generally, it is suggested the Development Application is overall consistent with Planning Bulletin 72/2009 (see Attachment 8.1.1E). This includes:

- The site is near the town centre and opposite the hospital;
- Access, parking and traffic impacts are considered suitable from a traffic engineering/safety point of view;
- The site is of sufficient size and dimension to accommodate the development without detrimentally affecting the amenity of the area;
- The site is of a sufficient size (1000m²) to accommodate the development, including parking and outdoor play areas;
- The site is well separated from off-site uses that may have an adverse impact on the child care premises. The owner of the property containing the Boddington Tyre Service raises no objections;
- It is a gently sloping property which can assist to reduce noise transfer; and
- It is not a contaminated site.

C) Amenity

During the consultation process, concerns were raised in relation to the compatibility of the child care facility in relation to existing units at No. 54 Hotham Avenue.

One of the objectives of *Planning Bulletin 72/2009 – Child Care Centres* is to 'locate child care centres appropriately in relation to their surrounding service area'. The Bulletin includes requirements that child care centres should be located to provide:

- The maximum benefit to the community;
- Within easy walking distance;
- Serviced by public transport (not applicable in Boddington);
- In areas where surrounding uses are compatible;
- Suitable in terms of traffic safety and engineering; and
- Not adversely impacting on the amenity of the area.

The site is centrally located with good accessibility to the local community.

D) Noise from children and traffic

It is suggested that noise impacts are the key issue with the Development Application. At this stage, no noise impact assessment has been prepared for the child care premises.

The owners of other units at No. 54 Hotham Avenue raised concerns in relation to noise and the impacts of the proposal on the residential amenity of the area. Specific concerns relate to the level of noise that would result from the child care premises (from children) plus noise from traffic impacting shift workers or older residents.

It is acknowledged the proposal may result in additional noise, however,, the extent of the noise impacts needs to be determined to assess the proposal against the *Environmental Protection (Noise) Regulations 1997*. Accordingly, the Development Application would be assisted with technical evidence through preparation of a noise impact assessment. It is suggested that the noise impact assessment should model (predict) noise levels from proposed operations, outline mitigation measures and recommendations. The noise impact assessment should be to the satisfaction of the Council.

Preparation of a suitable noise impact assessment is recommended prior to the Council determining the Development Application. The applicant has confirmed in writing that they will appoint a suitably qualified acoustic consultant to prepare the noise impact assessment.

The recommended noise impact assessment should seek to limit the noise impact of the child care premises on adjacent properties, and also limit any noise impact from external sources on the child care premises. This may be achieved either by physical separation, design and layout of the centre or by implementing noise-mitigation measures, such as acoustic treatments to buildings.

It is noted the applicant proposes to operate from 6.30am to 6.00pm Monday to Friday.

E) Traffic and parking

The applicant proposes pick-up and drop-off facilities on the site. The proposal creates a separate access off Hotham Avenue for the child care facility. This effectively separates child care and unit traffic. The proposed dwelling will use the existing accessway (common property), similar to other units.

During the consultation period, concerns were raised regarding the increase of traffic in the area. The expected impact of the proposed development on traffic conditions is expected to be modest.

Hotham Avenue is wide adjoining the site and has capacity to accommodate traffic from the development. The proposal is not expected to detrimentally impact on the functionality and amenity of the area and is not expected to create or exacerbate any unsafe conditions for children and families using the centre, or for pedestrians or road users. The Shire administration is satisfied that the proposal would not adversely impact on nearby residents relating to traffic impacts. Accordingly, it is suggested that a traffic impact statement/assessment is not required for this proposed child care premises.

The proposed parking is located in front of the building and is readily accessible in accordance with Planning Bulletin 72/2009. Vehicles can enter and exit the site in a forward gear. The proposal provides a total of 11 car parking bays which addresses Planning Bulletin 72/2009 and LPS3. The Planning Bulletin sets a standard of one space per five children plus staff parking. By way of comparison, Table 6 of LPS3 sets a standard of 1 parking space per staff member and 2 spaces for the picking up and setting down of persons for a family day care (smaller scale development compared to a child care premises).

Based on hours of operation, the location of the car park and the separate access to Hotham Avenue, there will be limited impacts from vehicle lights on nearby units.

F) Design

The proposed building design of the child care premises and the dwelling reflect the character of the area. This includes a skillion roof for the child care premises when viewed from Hotham Avenue.

It is noted there were some concerns raised regarding views from two units to a 1.8m high colourbond wall. Balancing this, there is a need for privacy.

G) Management

Child care premises are subject to licensing under the *Child Care Services Act 2007* and Commonwealth requirements.

At a local level, it is suggested the planning consideration relates to effective management including being a 'good neighbour'. This is a critical issue that can only be addressed following the site being used for the intended purpose. Significantly, the responsibility for appropriate on-going management rests with the landowner/operator to ensure that the development does not create inappropriate impacts, including noise, to adjoining/nearby properties.

The applicants proposed hours of operation from Monday to Friday between 6.30am – 6.00pm is consistent with community expectations.

H) Competition

During the consultation period, concerns were raised that there are two existing child care premises in Boddington. The planning framework does not specifically limit the number of business types to an area, recognising competitive neutrality as an important component of a market led economy.

It is highlighted that economic competition is not a planning consideration as set out in the *Planning and Development (Local Planning Schemes) Regulations 2015* (Attachment 8.1.1F). This reflects the decisions of tribunals and courts in Western Australia and Australia. Accordingly, the Council is unable to refuse the Development Application on the basis of competition and impacts on existing businesses.

While there are some narrow circumstances in which competition may be considered a relevant planning consideration, such circumstances are not considered to relate to this particular proposal. What is a relevant planning consideration is protecting amenity, both current and intended future amenities.

I) Landscaping

The proposed landscaping is consistent with LPS3. Should Council later determine to conditionally approve the development application, there will be a need to prepare and implement a landscape plan.

J) Water

This can be readily addressed through a sub meter installed at the child care operators' expense.

K) Impact on property values

This is not a planning consideration as set out in the Regulations.

L) Next steps

Subject to Council's direction, it is suggested that the applicant should appoint an acoustic consultant to prepare a noise impact assessment. Following the receipt of the noise impact assessment, the Shire administration will report back to Council, with the Council to consider whether or not it will grant conditional development approval to the child care premises and the dwelling.

M) Conclusion

There is in-principle support to the Development Application. The key outstanding planning issue relates to noise impacts. If this can be suitably addressed, the Shire administration is likely to recommend that Council grant conditional approval to the Development Application.

Strategic Implications

Nil

Statutory Environment

Planning and Development Act 2005

Planning and Development (Local Planning Schemes) Regulations 2015

Shire of Boddington Local Planning Scheme No. 3

Environmental Protection Act 1986

Environmental Protection (Noise) Regulations 1997

Child Care Services Act 2007

Planning Bulletin 72/2009 – Child Care Centres

Policy Implications

Nil

Financial Implications

The applicant has paid the Development Application fee. The applicant has a right of review to the State Administrative Tribunal to review the Council's decision. If this occurred, the Shire would have associated legal expenses.

Economic Implications

The development, if approved and implemented, can assist to provide economic benefits to the local economy including job creation.

Social Implications

Four landowners objected to the application and have various concerns and objections.

The need for additional child care premises is considered to be a market decision. While noting this, the demands for the child care premises are expected to increase as the population of Boddington grows.

Subject to addressing noise impacts, the proposed development is considered compatible with adjoining and nearby residential development if effectively managed.

Environmental Considerations

The key issue relates to quantifying noise impacts. The officer recommendation sets out the need for a noise impact assessment to be prepared to provide technical evidence.

Consultation

The Shire consulted widely for 28 days through:

- Writing to 100 landowners within 200 metres of the application site;
- Placing details on the Shire's website;
- A public notice in the Bodd News;

- A public notice on the Shire's notice board;
- A sign placed on the application site; and
- Placing details on the Shire's Facebook page.

Options

The Council can:

1. Approve the Development Application with no conditions;
2. Approve the Development Application with conditions;
3. Refuse the Development Application (giving reasons);
4. Defer and request additional information (preferred position).

Voting Requirements

Simple Majority

COUNCIL DECISION – ITEM 8.1.1

COUNCIL RESOLUTION: 134/21

Moved Cr Erasmus

That Council:

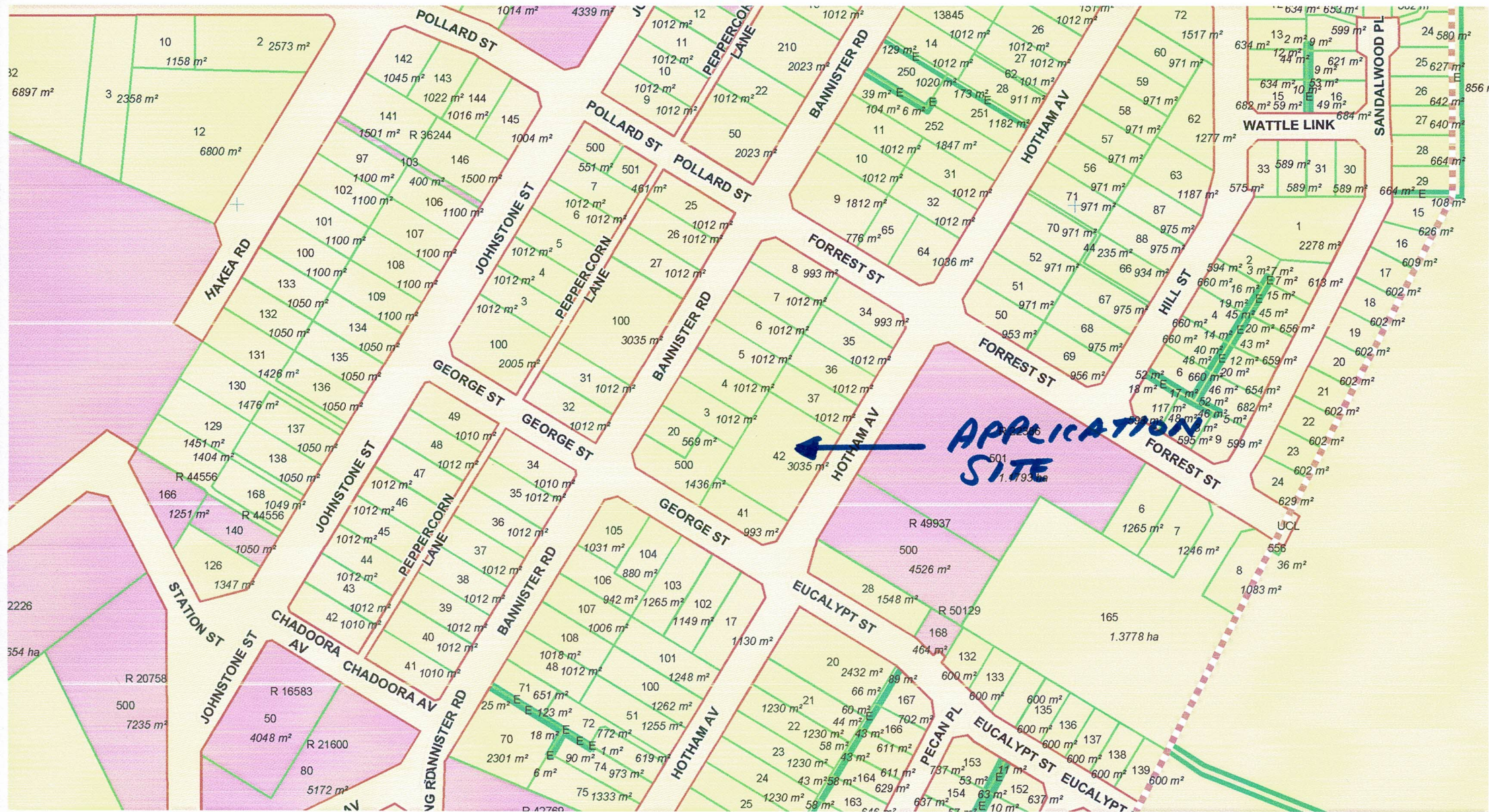
1. Defer making a decision on the Development Application for a child care premises and a dwelling on Strata Lot 6 (No. 54) Hotham Avenue and require the applicant to provide a noise impact assessment by a suitably qualified acoustic consultant. The noise impact assessment to outline noise levels from comparable child care premises, predicted noise levels from proposed operations, consistency with the *Environmental Protection (Noise) Regulations 1997*, mitigation measures and recommendations.
2. Note the Shire administration will separately report back to the Council, following matters set out in point 1 being suitably addressed, with the Council to determine whether or not it will approve the Development Application for the child care premises and dwelling.
3. Note the submissions received on the Development Application as set out in Attachment 8.1.1C.

Advice

Part 14 of the *Planning and Development Act 2005* provides the right to apply to the State Administrative Tribunal for review of some planning decisions. The applicant may wish to take professional advice to determine whether or not such a right exists in the present instance. The *State Administrative Tribunal Rules 2004* require that any such applications for review be lodged with the Tribunal within 28 days of the date on which notice of the decision is given.

Seconded: Cr Schreiber

Carried: 4/0





25a Dorothy Street, Gosnells, WA 6110

TEL 08 9398 2139 | MOB 0417 945 820 | ABN 33085773190

29.09.2021

4010 Cover

SHIRE OF BODDINGTON

PO BOX 4

Boddington WA 6390

Attention Planning Department

Dear Sir/Madam,

RE: PROPOSED CHANGE OF USE RESIDENTIAL TO CHILD CARE FACILITY TO BE CONSTRUCTED ON STRATA LOT 6, HN 54 HOTHAM AVE BODDINGTON.

Please find attached the signed DA application form, a copy of the Certificate of Title and the plans prepared for this development.

We have proposed one only residential unit on the property with access from the strata common property.

The proposed childcare facility has access directly from the street. The centre is designed to accommodate 40 children. We have provided carparking for 8 bays + disabled parking being 6 for staff members and two additional bays for drop off and pick up.

Hours of operation would be Monday to Friday 6.30am to 6pm daily.

The payment of fees can be emailed to faye@domesticdraftingservice.com.

Should you require any further information please do not hesitate to contact me

Yours faithfully

FAYE LEWANDOWSKI

Manager

DOMESTIC DRAFTING SERVICE

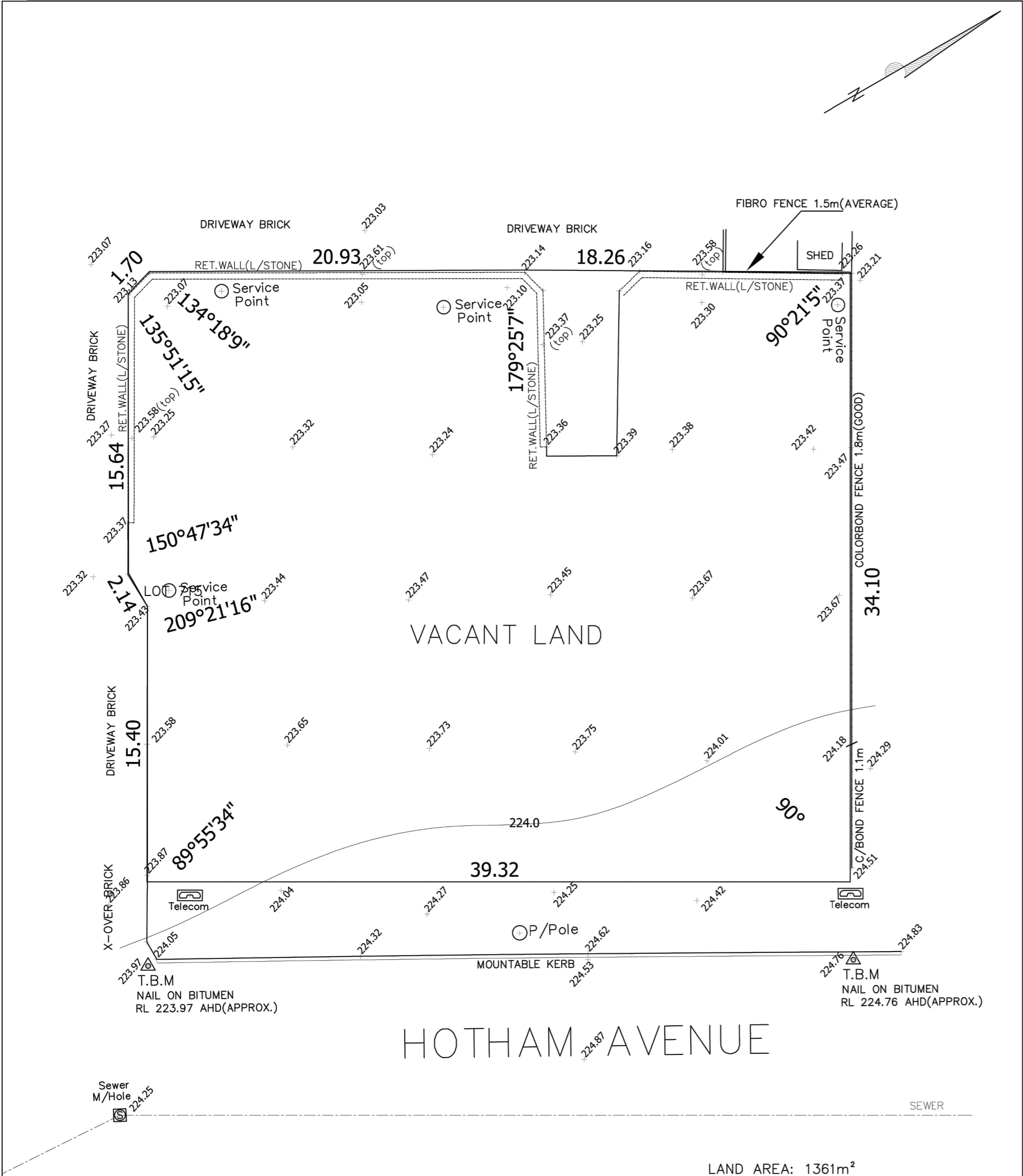
DESCR: Proposed Childcare Centre
& Residence
CLIENT: TAQWA
ADDRESS: Lot 6, HN 54 Hotham Avenue
BODDINGTON
JOB NO: 4010
DRAWN: WS

CONTENTS:

-
- 1 : Level & Feature Survey & Area Alottment Plan
 - 2 : Site Plan & Proposed Landscaping Plan
 - 3 : Proposed Childcare Centre Floor Plan & Elevations
 - 4 : Proposed Residence Floor Plan & Elevations
-



25a Dorothy Street, Gosnells, WA 6110
TEL 08 9398 2139 | MOB 0417 945 820 | ABN 33085773190




LAND AREA: 1361m²

IMPORTANT NOTES:

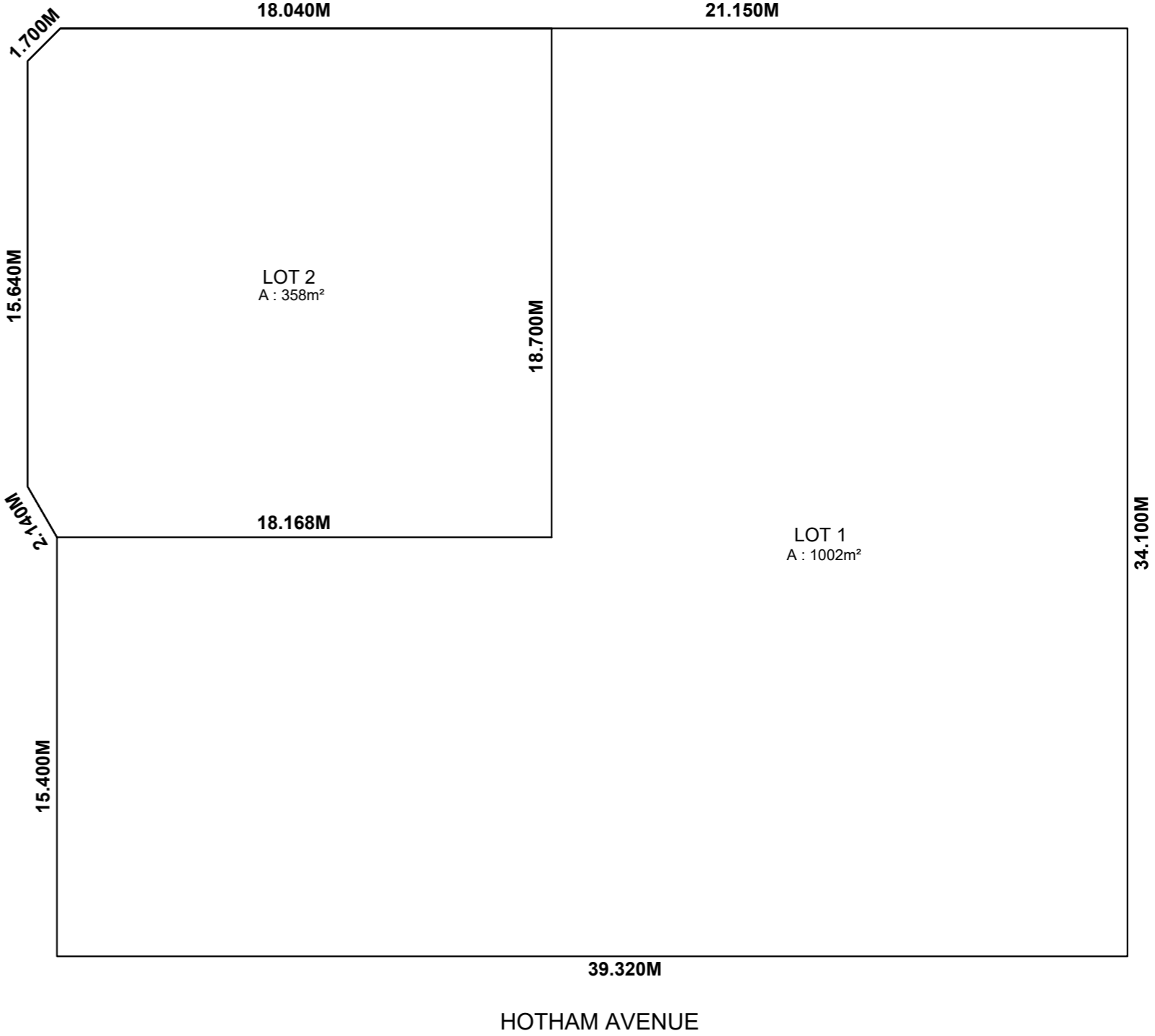
- THIS PLAN IS INTENDED FOR THE DEPT OF PLANNING & INFRASTRUCTURE ONLY.
- SEWER / DRAINAGE MAY VARY FROM SCHEMATIC PRESENTATION / CHECK WITH APPROPRIATE AUTHORITY BEFORE ADOPTION OF POSITION.
- THIS SURVEY DOES NOT GUARANTEE THE LOCATION OF BOUNDARY PEGS OR FENCES.
- CHECK TITLE FOR EASEMENTS / COVENANTS ETC.

FEATURE SURVEY OF UNIT 6/ 54 HOTHAM AVENUE BODDINGTON				DATE: 20/02/2021
SCALE: 1: 200	S/PLAN: 33114	C/T: 2113/714	LOCAL AUTHORITY: SHIRE OF BODDINGTON	DATUM: AHD (APPROX.)

**Ausnal Associates**
38 Damepattie Drive
Willetton 6155
WA. AUSTRALIA
Tel: (08) 93102834 Email: ausnal@bigpond.net.au Mob: 0402 975 551

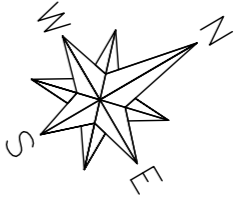
Surveyor: *M. S. Van* Drafter: *M. S. Van* Drg No: HB 1464 F 01

Site survey only location of boundary pegs or fences in relation to the boundary is not guaranteed



AREA ALLOTTMENT PLAN

SCALE 1: 200



**DOMESTIC DRAFTING SERVICE**
25a Dorothy Street, Gosnells, WA 6110
18 December 2021 10417 945 820 | ABN 33085773190

DRAWN	DATE	CHECK	DESCR
WS	15.09.21	FL	DA 1

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CLIENT
TAQWA
PROJECT
PROPOSED CHILDCARE CENTRE & RESIDENCE
ADDRESS
HN 54 HOTHAM AVENUE BODDINGTON

PAGE 1 / 4
REV DA1
SCALE 1: 200 (A2 PAGE)
DWG 4010

INDOOR SPACE CALCULATIONS

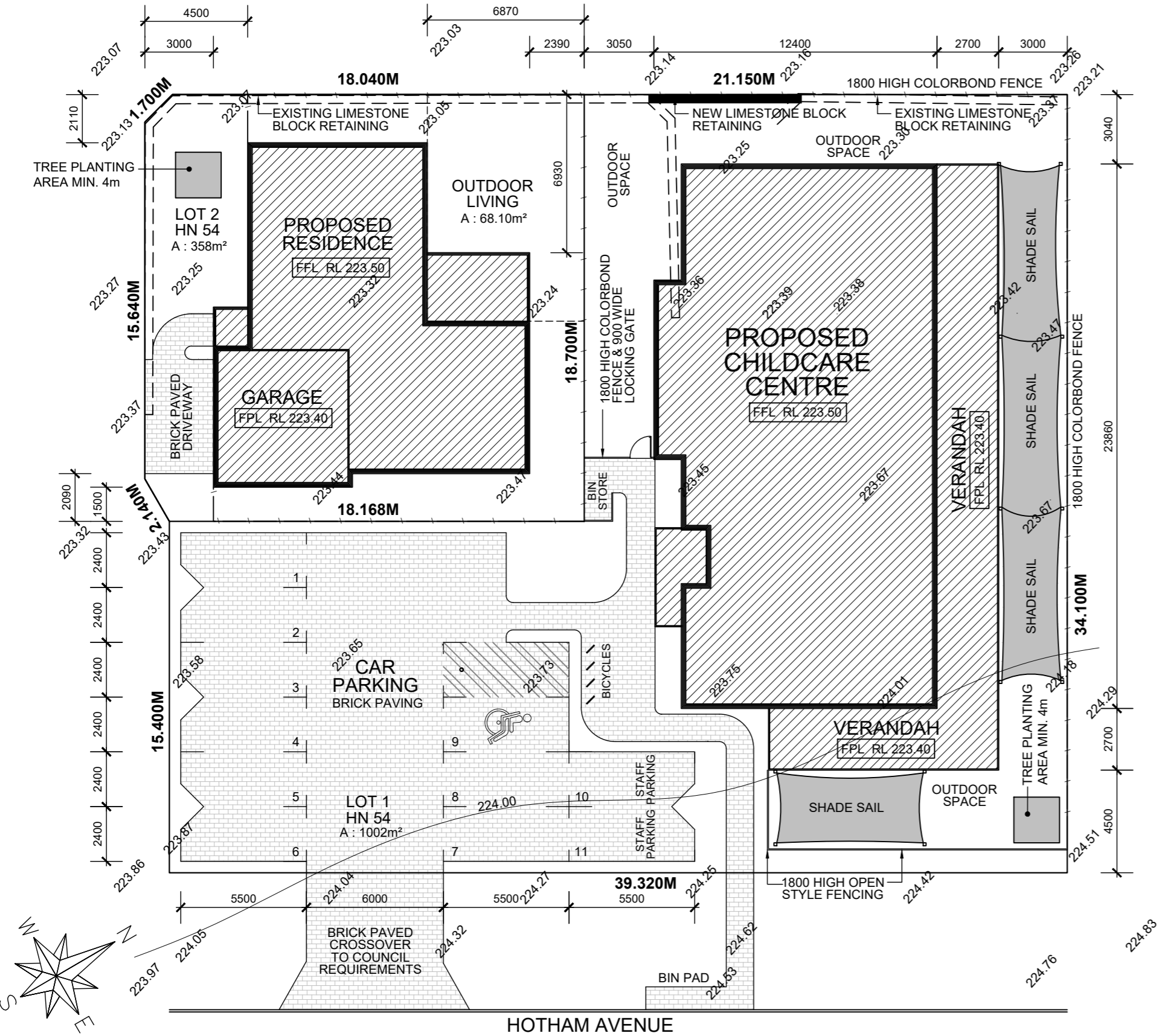
ROOM	AGE	QUANTITY	SIZE
ACTIVITY 1	0 - 2 YEARS	8	26.90m ²
ACTIVITY 2	2 - 3 YEARS	15	49.68m ²
ACTIVITY 3	3 - 5 YEARS	17	57.24m ²
TOTAL		40	133.82m ²
TOTAL INDOOR AREA REQUIRED 3.25m ² PER CHILD = 130.00m ²			

OUTDOOR SPACE CALCULATIONS

TOTAL OUTDOOR AREA 326.24m ²
TOTAL OUTDOOR AREA REQUIRED 7.00m ² PER CHILD = 280.00m ²

CAR PARKING CALCULATIONS

CAR PARKING FOR STAFF - 1 BAY PER STAFF MEMBER = 8 BAYS
2 BAYS FOR SET DOWN & PICK UP OF CHILDREN = 2 BAYS
TOTAL NUMBER OF BAYS PROVIDED = 11 BAYS
1 DISABLED PARKING BAY PROVIDED
BICYCLE PARKING SPACES PROVIDED = 4 BAYS



SITE PLAN

SCALE 1: 200

AREAS	m ²
RESIDENCE	118.36
GARAGE	37.64
STORE	4.05
PORCH	2.56
ALFRESCO	13.44
TOTAL	176.05

SITE	m ²
SITE AREA - LOT 2	358.00
55% AREA	196.90
SITE COVERAGE	160.05

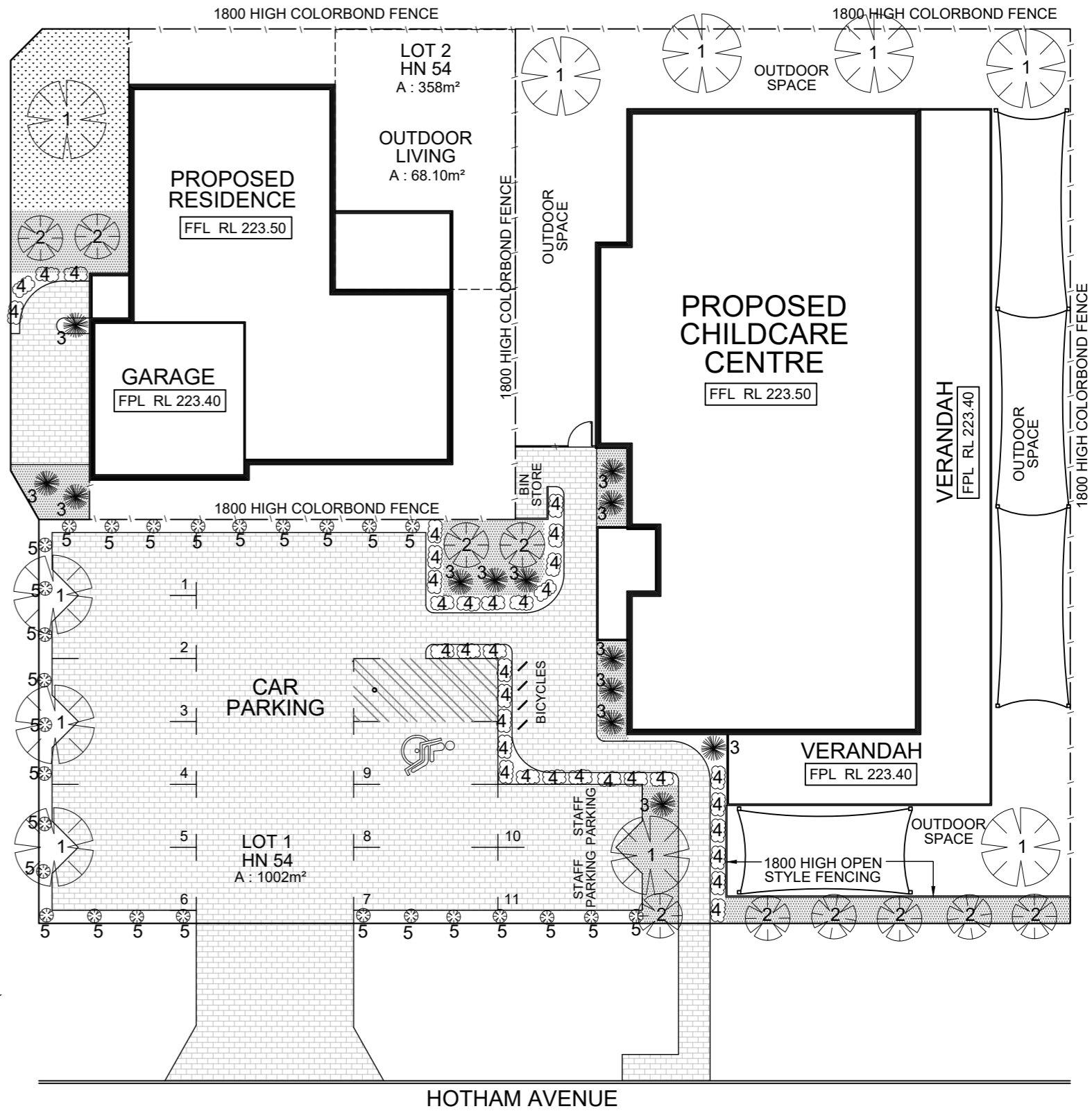
AREA	m ²
CHILDCARE CENTRE	274.10
VERANDAH	91.64
PORCH	7.76
TOTAL AREA	373.50
SITE AREA - LOT 1	1002.00
BUILDING FOOTPRINT	272.10
SITE COVERAGE %	27.15%

LANDSCAPE AND RETICULATION NOTES:

1. ALL LANDSCAPE BEDS ARE TO BE PREPARED WITH GOOD QUALITY LOAM.
2. PROVIDE 100mm COMPOSTED ORGANIC MULCH IMMEDIATELY AFTER PLANTING.
3. ALL PLANTS TO BE WATERED WITH SUB-SURFACE IRRIGATORS VIA A SUB-SURFACE DELIVERY SYSTEM TO THE BASE OF THE PLANT.
4. THE LAWN AREAS TO BE IRRIGATED VIA A SUB-SURFACE SYSTEM INSTALLED PRIOR TO LAYING THE LAWN.
5. THE WEEKLY TIMER CONTROLLED RETICULATION SYSTEM TO BE SET TO AUTOMATICALLY WATER PLANTS AND LAWN AREA AS PERMITTED BY WATER RESTRICTION TIMES AND DAYS.

LANDSCAPING LEGEND

No.	BOTANICAL NAME	COMMON NAME	DESCRIPTION	POT SIZE	QTY
1	MAGNOLIA GRANDIFLORA	MAGNOLIA LITTLE GEM	VERSATILE SMALL / MEDIUM EVERGREEN TREE WITH ATTRACTIVE GLOSSY LEAVES & CREAMY - WHITE FLOWERS IN SUMMER	45lts	10
2	PRUNUS CERASIFERA 'ELVINS'	DWARF FLOWERING PLUM	A SMALL FASTIGATE TREE WITH RICHLY COLOURED FOLIAGE AND ATTRACTIVE SPRING BLOSSOM	8lts	10
3	CORDYLINE AUSTRALIS	CORDYLINE RED STAR	HARDY ARCHITECTURAL PLANT WITH STRAPPY RED / BURGUNDY FOLIAGE TO CREATE VISUAL FEATURE	300mm	13
4	HEBE LEMON & LIME	HEBE LEMON & LIME	COMPACT EVERGREEN HEDGING / BORDER PLANT WITH BRIGHT LIME GREEN FOLIAGE	150mm	31
5	MYOPORUM PARVIFOLIUM PURPUREA	CREeping BOOBIALLA	COMPACT EVERGREEN HEDGING / BORDER PLANT WITH BRIGHT LIME GREEN FOLIAGE	150mm	27
	MULCH	JUNGLE MULCH	A BLEND OF COMPOSTED TREE MULCH & SCREENED PEAT	100mm THICK	130m ²
	LAWN	SIR WALTER BUFFALO (ROLL ON)	A HARDY GRASS THAT IS SOFT UNDER FOOT & EASY TO MAINTAIN		30m ²



LANDSCAPING PLAN

SCALE 1: 200



**DOMESTIC
DRAFTING
SERVICE**

25a Dorothy Street, Gosnells, WA 6110

DRAWN DATE CHECK DESCR
WS 15.09.21 FL DA 1

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CLIENT
TAQWA

PROJECT
PROPOSED CHILDCARE CENTRE
& RESIDENCE

ADDRESS
HN 54 HOTHAM AVENUE
BODDINGTON

PAGE 2 / 4

REV DA1

SCALE 1: 200
(A2 PAGE)

DWG 4010

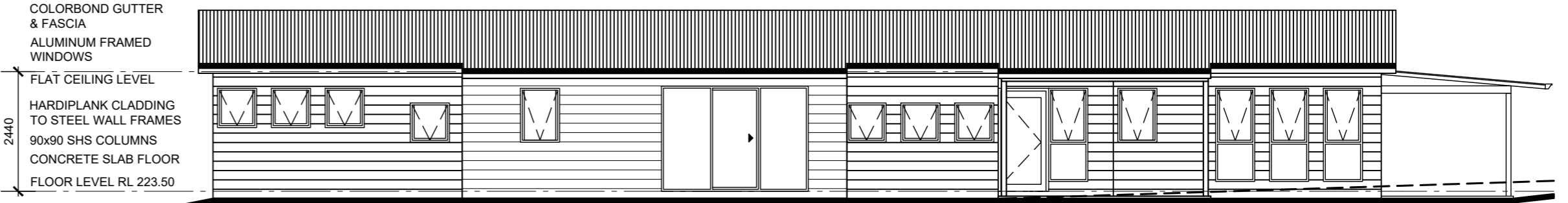
COLORBOND ROOF SHEETING @
5° PITCH ON STEEL ROOF FRAME
COLORBOND GUTTER
& FASCIA
ALUMINUM FRAMED
WINDOWS
FLAT CEILING LEVEL
HARDIPLANK CLADDING
TO STEEL WALL FRAMES
90x90 SHS COLUMNS
CONCRETE SLAB FLOOR
FLOOR LEVEL RL 223.50



ELEVATION E1 - WEST

SCALE 1:100

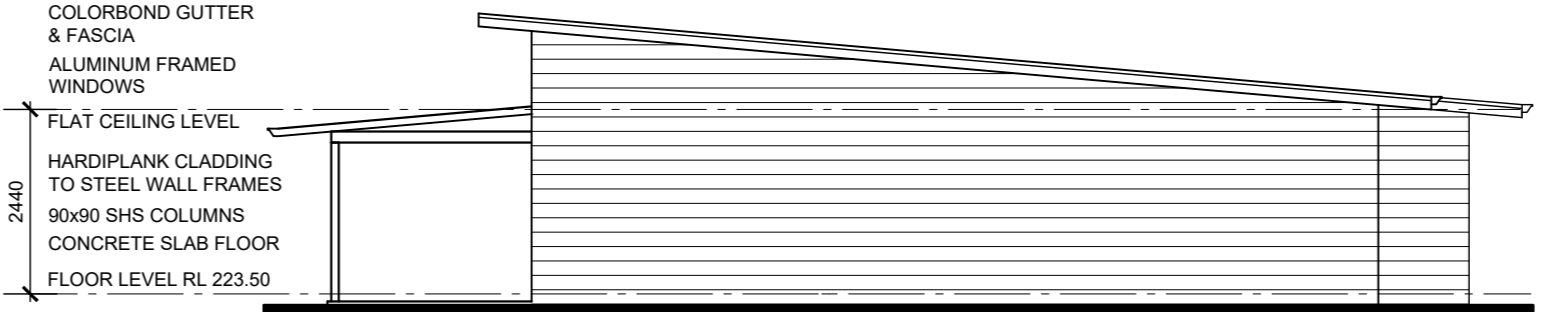
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& FASCIA
ALUMINUM FRAMED
WINDOWS
FLAT CEILING LEVEL
HARDIPLANK CLADDING
TO STEEL WALL FRAMES
90x90 SHS COLUMNS
CONCRETE SLAB FLOOR
FLOOR LEVEL RL 223.50



ELEVATION E2 - SOUTH

SCALE 1:100

COLORBOND ROOF SHEETING @
5° PITCH ON STEEL ROOF FRAME
COLORBOND GUTTER
& FASCIA
ALUMINUM FRAMED
WINDOWS
FLAT CEILING LEVEL
HARDIPLANK CLADDING
TO STEEL WALL FRAMES
90x90 SHS COLUMNS
CONCRETE SLAB FLOOR
FLOOR LEVEL RL 223.50



ELEVATION E3 - EAST

SCALE 1:100

COLORBOND ROOF SHEETING @
5° PITCH ON STEEL ROOF FRAME
COLORBOND GUTTER
& FASCIA
ALUMINUM FRAMED
WINDOWS
FLAT CEILING LEVEL
HARDIPLANK CLADDING
TO STEEL WALL FRAMES
90x90 SHS COLUMNS
CONCRETE SLAB FLOOR
FLOOR LEVEL RL 223.50



ELEVATION E4 - NORTH

SCALE 1:100

AREA	m ²
CHILDCARE CENTRE	274.10
VERANDAH	91.64
PORCH	7.76
TOTAL AREA	373.50
SITE AREA - LOT 1	1002.00
BUILDING FOOTPRINT	272.10
SITE COVERAGE %	27.15%

INDOOR SPACE CALCULATIONS

ROOM	AGE	QUANTITY	SIZE
ACTIVITY 1	0 - 2 YEARS	8	26.90m ²
ACTIVITY 2	2 - 3 YEARS	15	49.68m ²
ACTIVITY 3	3 - 5 YEARS	17	57.24m ²
TOTAL		40	133.82m ²
TOTAL INDOOR AREA REQUIRED 3.25m ² PER CHILD = 130.00m ²			

OUTDOOR SPACE CALCULATIONS

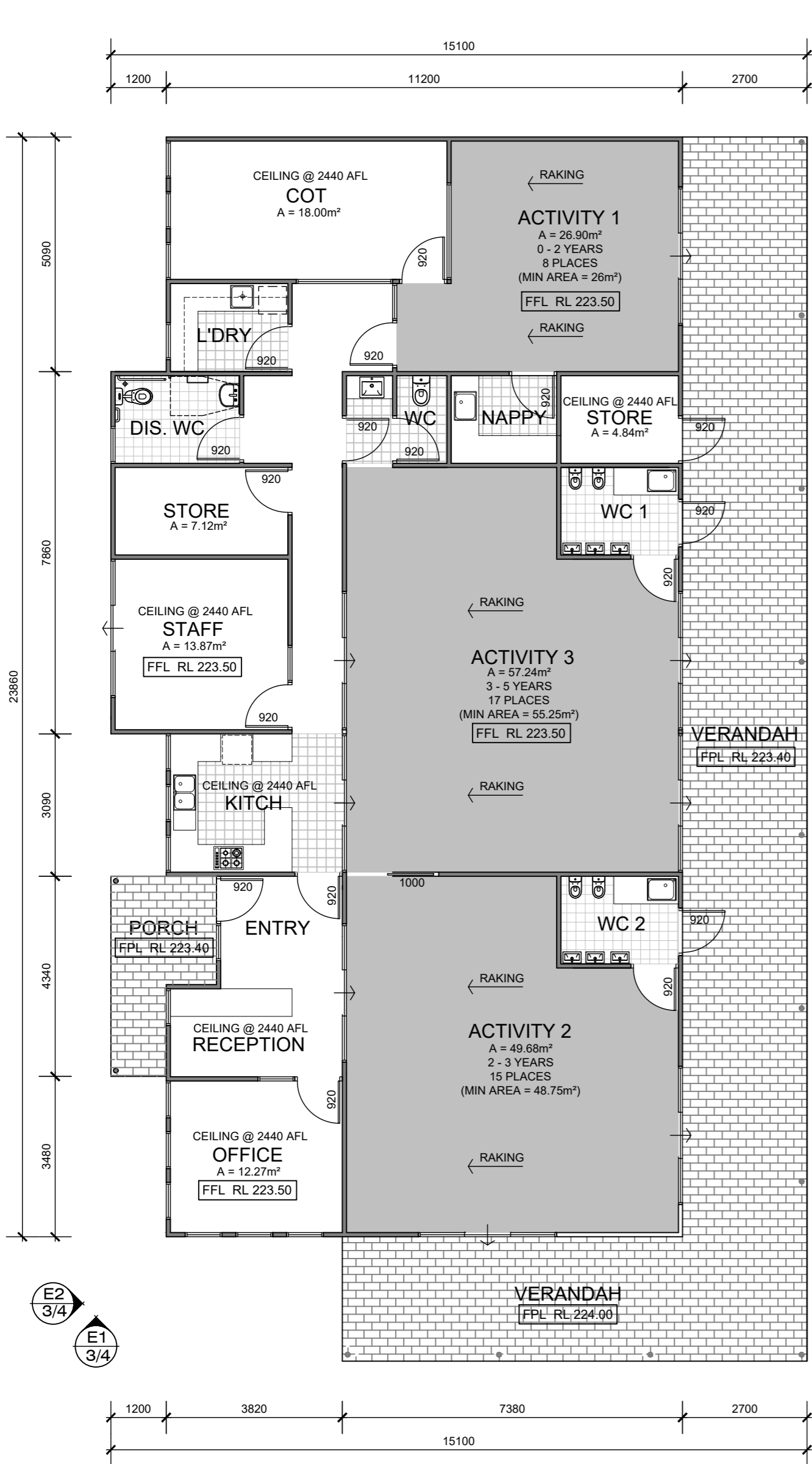
TOTAL OUTDOOR AREA 326.24m²
TOTAL OUTDOOR AREA REQUIRED 7.00m² PER CHILD = 280.00m²

CAR PARKING CALCULATIONS

CAR PARKING FOR STAFF - 1 BAY PER STAFF MEMBER = 8 BAYS
2 BAYS FOR SET DOWN & PICK UP OF CHILDREN = 2 BAYS

TOTAL NUMBER OF BAYS PROVIDED = 11 BAYS

1 DISABLED PARKING BAY PROVIDED
BICYCLE PARKING SPACES PROVIDED = 4 BAYS



PROPOSED CHILDCARE CENTRE FLOOR PLAN

SCALE 1:100



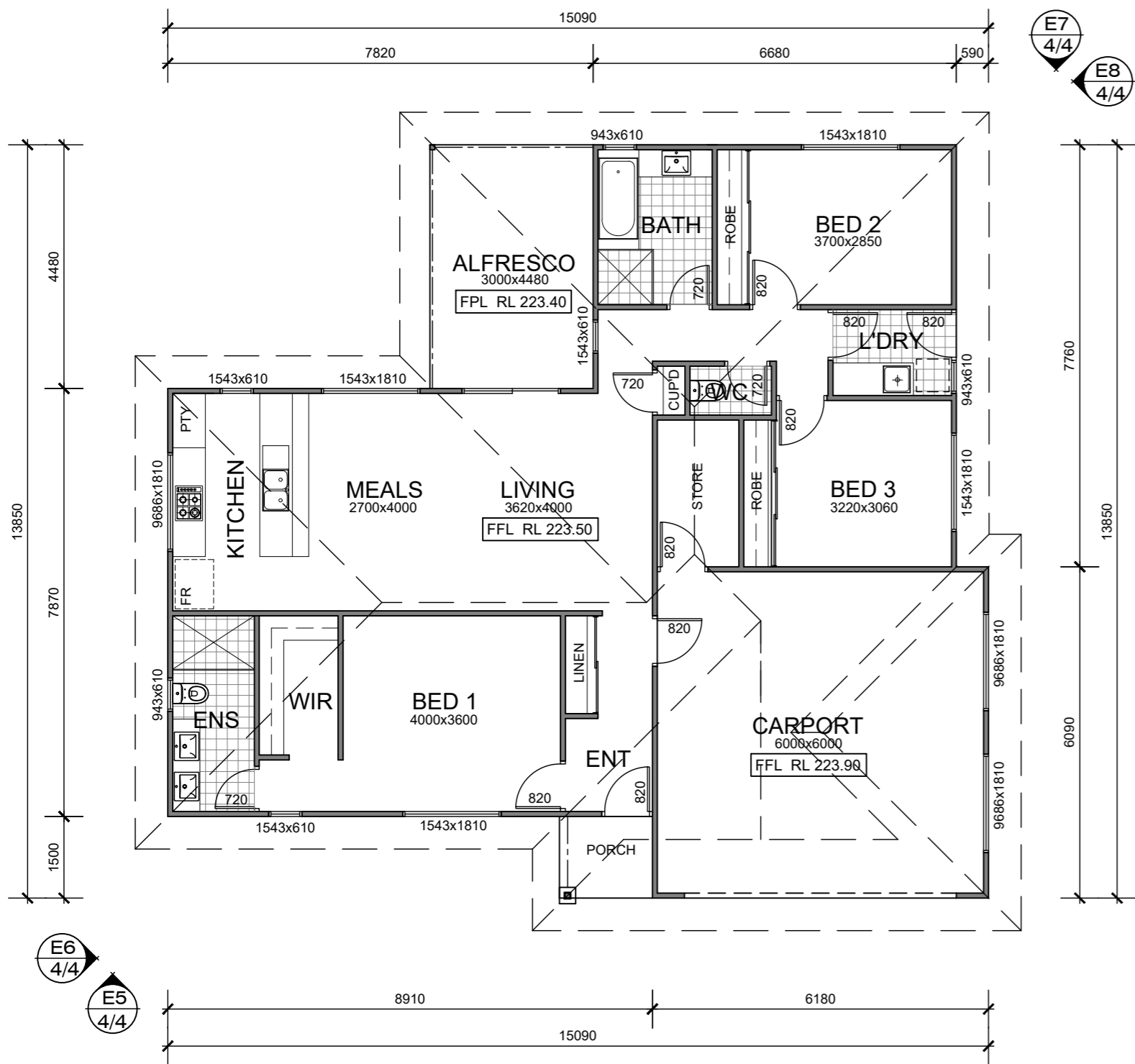
25a Dorothy Street, Gosnells, WA 6110

DRAWN DATE CHECK DESCR
WS 15.09.21 FL DA 1

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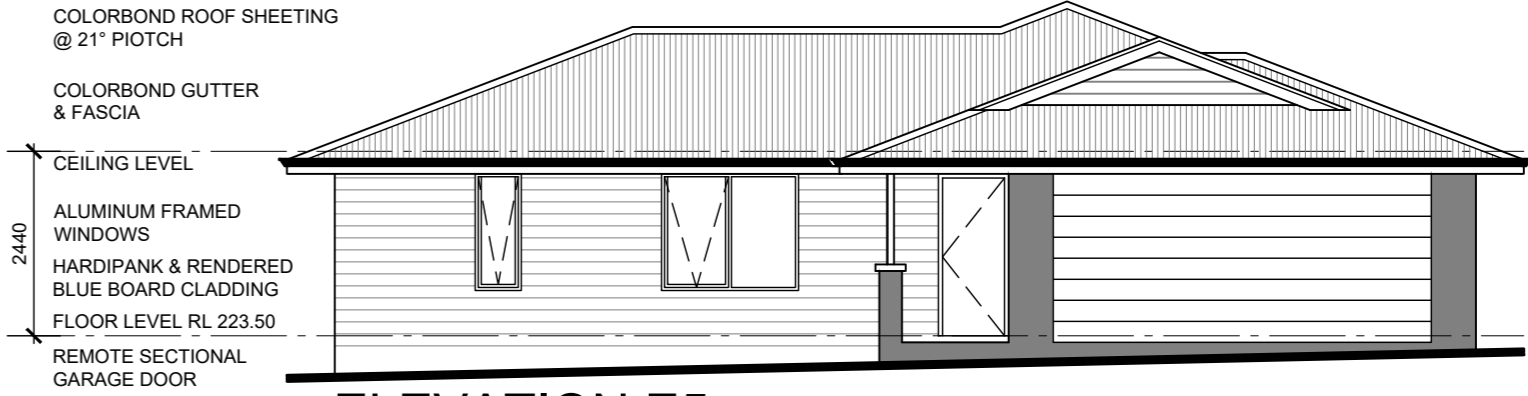


PROPOSED FLOOR PLAN

SCALE 1:100

AREAS	m ²
RESIDENCE	118.36
GARAGE	37.64
STORE	4.05
PORCH	2.56
ALFRESCO	13.44
TOTAL	176.05

SITE	m ²
SITE AREA - LOT 2	358.00
55% AREA	196.90
SITE COVERAGE	160.05



ELEVATION E5

SCALE 1:100



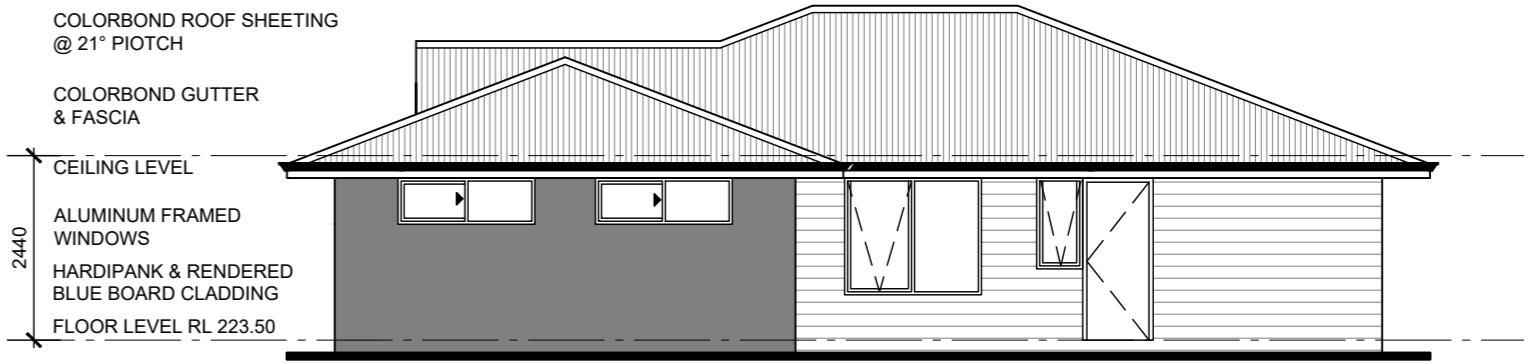
ELEVATION E6

SCALE 1:100



ELEVATION E7

SCALE 1:100



ELEVATION E8

SCALE 1:100



25a Dorothy Street, Gosnells, WA 6110

DRAWN WS DATE 15.09.21 CHECK FL DESCR DA 1

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CLIENT TAQWA PROJECT PROPOSED CHILDCARE CENTRE & RESIDENCE ADDRESS HN 54 HOTHAM AVENUE BODDINGTON

PAGE 4 / 4 REV DA1 SCALE 1:100 (A2 PAGE) DWG 4010

28 October 2021

Gaye & Terry Salmeri
PO Box 56
BODDINGTON WA 6390

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

Dear Ms Burton

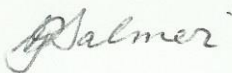
RE: Application for Development Approval-Proposed Childcare Facility-Strata Lot 6 (#54) Hotham Avenue Boddington

With reference to the above application, as an owner of an adjoining property I feel this area is not suitable for a childcare centre.

My reasons being:

- 1...Water-at present the cost of utilities are currently shared between the existing 5 units, a separate meter would need to be installed on Lot 6.
- 2...Noise-Operating hours between 6.30am and 6.00pm daily with approximately 40 children plus staff and parents...concerned about the impact this will have on existing residents and shift workers.
- 3...This will surely have an impact on the value of our property...who would want to purchase a dwelling with a Childcare Centre in such close proximity.
- 4...Driveway access (common land) to existing units is already limited, basically a one lane, one way driveway.
- 5...Units 4 & 5 will be looking at a 1.8 metre high colourbond fence.
- 6...The town of Boddington already has 2 childcare facilities, what would be the repercussions for them if a 3rd centre was to be built?

Yours sincerely



Gaye Salmeri

From: Vicki Heales [<mailto:vickiheales@hotmail.com>]

Sent: Friday, 29 October 2021 10:58 AM

To: Tracy Murray <records@boddington.wa.gov.au>

Subject: Proposed Childcare Facility A275 A1019

Good Morning Steve,

I am writing to express my concerns around the application to build a child care centre at 54 Hotham Avenue.

My husband and I are the owners of Unit 2/54 Hotham Avenue. We purchased this property as an investment firstly for my elderly parents to live in.

I feel that the building of a childcare centre right next to the unit would negatively impact their quality of life with ongoing traffic and noise for a long period of the day and lights shining right in their window from the car park as it would be used during hours of darkness.

Not only this but I feel that once my parents no longer live there that a childcare centre would devalue my property both in resale value and rental income. Boddington is mainly a mining town and I can not imagine that shift workers would want to purchase or rent a property right next door to a childcare centre as it would impact their ability to prepare themselves for shift due to the noise and traffic volume. Therefore reducing the market for my property significantly.

The issue of water would also need to be addressed at the property as we would not be able to share the water bill as we currently do, as a childcare centre would use significantly more water.

I also feel that work would need to be done to the driveway if this were to go ahead as a building in the front block with the way the current driveway it is set up would significantly restrict vehicle access to the units. Trucks and vehicles with trailers would have almost no chance of getting in and back out.

I am also wondering why we would need another childcare centre in town when there is already 2 and it would have quite an impact on the residents surrounding the development. Obviously it is unlikely someone with children would purchase or rent such small units and therefore would never be of any benefit to anyone living in the complex. I also feel that it may negatively impact the long term residents and patients of the hospital having ongoing noise and traffic all day.

Happy to discuss further if required

Kind Regards

Vicki Pyke

0433677910

From: Alison Josland <alijos@westnet.com.au>

Sent: 01 November 2021 12:09

To: Tracy Murray <records@boddington.wa.gov.au>

Subject: Re Application for Development Approval - Proposed Child Care Facility

To Julie Burton,

I am writing on behalf of my mother Alice Josland as the owner of Unit 5/54 Hotham Avenue, We are concerned that the proposed child care centre will ultimately make re-sale near on impossible as the position of her unit will be basically down a long narrow driveway and difficult to manoeuvre in.

With the proposed fencing making it one way in one way out and unless you have a small vehicle you could not possibly park your car in the garage. We also have concerns as to the Water it can't be split 6 ways so there would need to be a separate meter for the Child Care Centre. I personally have no objections to land being developed but have always thought that where the position is directly opposite the Hospital and Surgery it would have been better to have more purpose-built Units for the Elderly as we found it perfect for my elderly mother who unfortunately has had to move out of Boddington as we do not have nursing home facility here.

Kind Regards

Alison Josland

From: Lee-Anne Albertini (Corporate) <lalbertini@nsrltd.com>
Sent: 28 October 2021 14:52
To: Tracy Murray <records@boddington.wa.gov.au>
Cc: Lee-anne Albertini <184albertini@gmail.com>; steve@edgeplanning.com.au
Subject: Proposed Childcare Facility - 54 Hotham Avenue Boddington

Good Afternoon

I am writing in relation to the application for development approval for the proposed childcare facility – strata lot 6 (no. 54) Hotham Avenue, Boddington.

I would like it noted that I object to the application for various reasons as follows:

The water – a separate meter would need to be installed. The account is already split 5 ways.
Resale value – this will drop due to the nature of the business (it is already rock bottom)
Hours of Operation – 6.00 am to 6 pm (I have my property rented – this will affect shift workers)
Already day cares in Boddington
1.8 meter fence line in front of my property

I hope my objection will be taken into consideration.

Lee-Anne Albertini (Hodshon)
4/54 Hotham Avenue
Boddington



Lee-Anne Albertini
Executive Assistant

Level 1, 388 Hay Street, Subiaco WA 6008
T: +61 8 6188 2101
E: lalbertini@nsrltd.com

Please consider the environment before printing this email



Hi Tamsin

Just to let you know we have no problems with this going ahead but please make sure that they are aware that the Boddington Tyre service is behind them and are quite noisy.

Thanks Paul Carrotts

4 November 2021



18.11.2021
4010 Reply

SHIRE OF BODDINGTON
PO BOX 4
Boddington WA 6390

Attention Julie Burton CEO
Shire of Boddington

Dear Madam,

RE: PROPOSED CHANGE OF USE RESIDENTIAL TO CHILD CARE FACILITY TO BE CONSTRUCTED
ON STRATA LOT 6, HN 54 HOTHAM AVE BODDINGTON.

Response to neighbour comments

We thank you for the opportunity of responding to the comments received as follows

Location of Development adjacent to units.

Unit 6 area is 1360m² It was always going to be divided yet again upon development. It does not have common property as such as it is bounded by common property driveway and the street frontage.

358m² is proposed to be used for another residential unit with its access onto the common property driveway.

Shift workers and Noise from the childcare centre. Shift workers are predominant in most mining town as is the nature of their employment. The Childcare centre has been situated on this property away from the majority of units within this development with another dwelling proposed between them. Not all people object to the laughter of children. All measures will be undertaken to reduce the impact of any generated noise as would be required.

Increase in traffic

The impact of traffic generated from this centre would be minimal. Not all children would be dropped off at the same time (like a school for example) Children would be dropped off and collected at varying times over the day therefore reducing the impact that traffic would create.

Location opposite hospital.

The impact of a childcare facility opposite a hospital can have a positive effect all round. It is a known fact that elderly people benefit from interaction with children and the same for children with elderly persons.

The hospital is set back from the road with landscaping and carparking in front of the hospital. Any noise generated from the childcare centre would be muffled at least before reaching the hospital. The walls of the hospital being double brick would reduce this impact again.

Workers at the hospital would benefit from being able to drop their children at day care just across the road.

Water fees/rates

It goes without saying that a separate water meter would be in place for the day care centre. If this was not available via the water corporation then a sub meter would be installed. There will be no added cost to any of the existing unit owners for water.

Value of property.

Property values are as they are. With the increase in workers at the mine just out of town the demand for housing has increased as with property values in WA. As mentioned above all efforts to address issues will be undertaken as required.

Driveway access to existing units.

The existing units are serviced by a common driveway. The rear units have been accessing their properties over Unit 6 in the past and may have got used to having this access across someone's private property without permission. I am sure the original designs were more than adequate.

Units 4 & 5 looking at 1.8m high colour bond fence.

That was always on the cards when unit 6 was developed. These unit holders must have realised that there would be a development in front of them eventually. As with all properties the privacy fence is a requirement. If required we could propose an open style pool fencing be installed at the rear, but this is not good for either party for privacy or noise.

Adding an additional childcare centre into Boddington with 2 centres already.

With society as it is today both parents are having to work to support the household. There is a growing need for good Childcare facilities in all areas including Boddington to supply that need in order that parents can obtain work. This creates employment in the area also.

Sleeping facilities for children within the complex

Sleeping cots have been provided for babies as is the requirement by the Dept of Education for Child Care of Babies. Children older than babies have a mat which is placed on the floor at sleep time under the supervision of the Care support workers.

Lights from vehicles into existing window.

This could be addressed by construction a colour bond fence at 1.2m high.

The idea of having no fence, only landscape was for openness however as previously stated if this is deemed necessary and required then we will do so.

It is not anticipated that many persons would be attending the centre during the hours of darkness for this to occur.

This side of the carpark is also further away from the entry doors and most people would park as near to the door as possible.

Please note this centre is closed at night time.

Access for vehicles to the existing units.

As previously addressed the existing driveway adequately provides vehicle access and turning bays for the existing units. Unit 6 is private property that has been used by the existing property owners.

We wish to thank you in anticipation of a favourable outcome however should you require any further information please do not hesitate to contact me

Yours faithfully

FAYE LEWANDOWSKI

Manager
DOMESTIC DRAFTING SERVICE

1 Purpose

This planning bulletin outlines the revised child care centre guidelines and aims to:

- differentiate between child care related activities operating in existing residential area, such as family day care that takes place in dwellings, and non-residential child care activities;
- outline a consistent policy approach to planning for child care centres; and
- advise of planning considerations in relation to the location and development of child care centres.

The bulletin has been prepared in consultation with the Department for Child Protection, Department for Communities, Department of Health (DOH), Department of Environment and Conservation (DEC) and local government.

The bulletin supersedes *Planning Bulletin 72 Child Care Centres* (June 2005) and the planning guidelines included in it.

2 Background

The community and local government have raised issues relating to the location and development of child care centres, including centre-based care, family day care, outside school hours care, vocational care and occasional care. A need has been identified for a consistent planning approach, with particular regard to location, site characteristics, environmental suitability, design, traffic, access, noise and health impacts, and safety issues, which could provide guidance when considering proposals for child care centres.

A number of recent decisions by the State Administrative Tribunal have highlighted the lack of policy or shortcomings of existing local policies on child care centres.

The child care centre guidelines have been revised as a result of submissions received following the release of planning bulletin 72 in June 2005. During the public advertising period a total of 19 submissions were received. While these submissions were generally supportive, further refinements and improvements were identified and have been incorporated, where appropriate. The planning bulletin is intended to provide a guidance document for decision-makers, developers and the community for use when planning for child care centres.

Site contamination

The commencement of the *Contaminated Sites Act 2003* on 1 December 2006 has created new statutory obligations for land users and has highlighted the importance of preventing the development of child care services on land that is unsuitable for this use because of soil and groundwater contamination at or near the site.

The *Contaminated Sites Act 2003*, which is administered by the DEC, requires that known or suspected contaminates sites are reported to DEC by:

- an owner or occupier of a site;
- a person who caused or contributed to the contamination of a site; or
- an auditor engaged to investigate and report on site contamination in accordance with the *Contaminated Sites Act 2003*.

Any party considering development of a child care service must obtain and consider any information DEC has about the contamination status of a given site. It should be emphasised that the absence of a report to DEC is no guarantee that a site is uncontaminated. In summary, proposals for the development of a child care service must:

- exercise duty of care to ensure that the site is suitable for use as a child care service;
- seek and consider any information held by DEC about the contamination status of the site; and
- seek and consider any other information about the contamination status of the site, irrespective of whether or not it has been reported to DEC under the *Contamination Sites Act 2003*.

Further information about the *Contaminated Sites Act 2003* can be obtained from DEC on 1300 762 982.

Supply and demand for child care services

The ever-increasing demand for child care centres and the strong focus on their appropriate distribution and location is closely linked to demographic change. In the past 30 years, the population of the state has almost doubled to about two million and is expected to rise to approximately three million by 2031, while households also are becoming more diverse. There is a trend for both parents to work due to economic pressures, which creates a greater demand for child care services. Consequently, the availability of child care centres in close proximity to the workplace is becoming more important.

The rising demand for child care services means that these businesses are becoming larger and have a potentially greater impact. Larger child care centres also tend to have a greater catchment area which may, in some cases, lead to overprovision of facilities. Oversupply in some areas may result in increased vacancy levels that may affect the viability and quality of the services provided.

There is increasing evidence of an oversupply of child care services in many outer urban areas across the Perth metropolitan region, but

in areas of high land value (where the need for these facilities is often greater), such as in or around the central business district, there has been minimal development of new child care centres.

Child care centres provide a much needed community function, but many are operated as a commercial venture, with market forces influencing the location and availability of the service. While the Western Australian Planning Commission (WAPC) strongly supports the provision of necessary facilities, it is important to emphasise that the need for a service does not justify development in inappropriate locations.

Planning for child care centres

Broadly, child care centre activities are located in residential areas; however, there is a growing trend for these services to be located elsewhere.

Typically, where child care centre activities appear in local planning schemes, the use is listed as discretionary under a particular zoning category and, consequently, requires planning approval. Local government in exercising discretion may require proposals to be advertised and external advice may be sought in relation to specialised matters such as noise or pollution.

The *Child Care Services Act 2007* contains regulations that address matters such as staffing, equipment, indoor and outdoor space requirements, shade, fencing, and health and safety. In addition, many local governments have policies dealing with the development of child care centres, which address a range of matters such as building design, setbacks and car parking ratios specific to each locality.

The Federal Government also has regulations relating to the operation of child care centres and services through the requirements in its child care accreditation system. While this system mainly focuses on service delivery, it does outline additional requirements with regard to child health, environmental health and child safety.

3 Policy guidance

The following section provides policy provisions to guide local governments in the preparation of scheme provisions and local policies on child care centres.

3.1 Introduction

This policy focuses on matters pertaining to the proper location, considerations and standards that should apply to the development of child care centres. A child care centre is defined as premises used for the daily or occasional care of children in accordance with the regulations for child care under the *Child Care Services Act 2007*. Child care centres are non-residential land uses providing an educational and community support function mainly in residential and employment areas.

The purpose of the policy is to provide guidance to decision-makers, developers and the community for use when planning for child care centres. It is acknowledged that development requirements in the city and inner urban areas are quite different to those in outer suburban areas, and the guidelines should be administered accordingly.

3.2 Objectives

The objectives of this policy are to:

- a) locate child care centres appropriately in relation to their surrounding service area;
- b) minimise the impact a child care centre has on its surrounds, in particular on the amenity of existing residential areas;
- c) minimise the impact the surrounds may have on a child care centre; and
- d) consider the health and safety of children attending the child care centre within the confines of the planning system.

3.3 Location of child care centres

The appropriate location of a child care centre is crucial in meeting the needs of children and their families. It also is crucial in limiting the impact a child care centre may have on surrounding activities and vice versa.

This may be achieved by locating child care centres on sites that are:

- a) distributed strategically to provide the maximum benefit to the community it serves;
- b) within easy walking distance or part of appropriate commercial, recreation or community nodes and education facilities;

- c) located in areas where adjoining uses are compatible with a child care centre (includes considering all permissible uses under the zoning of adjoining properties);
- d) serviced by public transport (where available);
- e) considered suitable from a traffic engineering/safety point of view; and
- f) of sufficient size and dimension to accommodate the development without affecting the amenity of the area.

Child care centres generally would not be suitable where:

- g) soil contamination exceeds the levels regarded by DEC and DOH as suitable for standard residential land uses with accessible soils as published in guideline *Assessment Levels for Soil, Sediment and Water* (Department of Environment, November 2003);
- h) groundwater is to be abstracted for the irrigation of gardens and play area within the child care centre and groundwater contamination exceeds 10 x Australian drinking water criteria in accordance with the *Contaminated Sites Reporting Guideline for chemicals in groundwater* (DOH 2006);
- i) the service provided by the centre will have a demonstrable, adverse impact on the existing or planned level of child care centre services enjoyed by the local community;
- j) access is from a major road or in close proximity to a major intersection where there may be safety concerns;
- k) access is from a local access street which may impact on the amenity of the area due to traffic and parking;
- l) the current use or any permissible use under the zoning of the adjoining premises produces unacceptable levels of noise, fumes or emissions or poses a potential hazard by reason of activities or materials stored on-site;
- m) noise produced by roads, railways and aircraft are likely to have an adverse impact on the site; and/or

- n) the site is in a heavy industry area or in the buffer area of a heavy industry area.

3.4 Site characteristics

Sites selected for child care centres should be of sufficient size and suitable shape to accommodate the development, including all buildings and structures, parking for staff and parents, outdoor play areas and landscaping, as determined by the relevant local planning scheme or local policy and applicable regulations. As a general rule sites in a residential area should be of regular shape and greater than 1000 sqm.

The topography of the site and surrounds should also be considered as steep slopes may affect access to the facility, noise transfer and methods of noise mitigation.

Sites selected for child care centres should also be assessed to determine their potential for soil and groundwater contamination. Section 6 of the DEC's *Contaminated Sites and the Land Use Planning Process* (April 2006) guideline sets out a useful methodology to assist local governments in carrying out such assessments.

The licence to operate a child care centre, issued under the regulations (*Child Care Services Act 2007*) limits the number of children the centre can accommodate.

3.5 Design of centres

The visual appearance of the child care centre, including any signage, building design, colour, scale, shape and form, should be in accordance with the local government local planning scheme or relevant local policy and applicable regulations. In the absence of any specific provisions, the visual appearance of the development should reflect the character of the area, enhance its amenity and be considered appropriate for regular use by children.

Parking areas should be located in front of the building. If this is not possible they should be clearly visible and easily accessible from the entry to the site. As a general rule, the minimum parking requirement for a child care centre, including staff parking, will be one space per five children. The number of parking bays may be varied by the local government given the specific provisions of the local planning scheme or

relevant local policy and any unique circumstances relating to the proposed development, such as reciprocal parking arrangements, available public transport and street parking. Vehicles will be required to enter and exit the site in a forward gear, and there may be additional requirements resulting from a traffic impact assessment.

Outdoor play areas should be in a safe location on the site, and away from any adjoining noise-sensitive premises, such as dwellings and nursing homes.

Landscaping should be provided in accordance with the relevant local planning scheme or relevant local policy or applicable regulations. In the absence of any such provisions, landscaping will be required along the street frontage of the development to a standard equal to that required or provided for on adjacent properties. Landscaping should not include potentially hazardous heights, landscape fittings, and potentially toxic plants.

3.6 Traffic impacts

A traffic impact statement/assessment should be required for the development of a child care centre.

This statement/assessment should address:

- a) the site characteristics and surrounding area;
- b) the proposal and its expected trip generation;
- c) parking requirements, including the design of parking areas, and any pick-up and drop-off facilities;
- d) existing traffic conditions and any future changes expected to the traffic conditions;
- e) current road safety conditions, including a crash history in the locality; and
- f) the expected impact of the proposed development on the existing and future traffic conditions.

A child care centre should be approved only if it can be demonstrated that it will have a minimal impact on the functionality and amenity of an area and will not create or exacerbate any unsafe conditions for children and families using the centre, or for pedestrians or road users.

3.7 Noise impacts

A noise impact assessment may be required for the development of a child care centre.

The objectives should be to limit the noise impact of the child care centre on adjacent properties, and also limit any noise impact from external sources on the child care centre. This may be achieved either by physical separation, design and layout of the centre or by implementing noise-mitigation measures, such as acoustic treatments to buildings.

As a general rule, the hours of operation of a child care centre should be limited to between the hours of 7 am and 7 pm weekdays and on Saturdays, unless otherwise agreed to with the local government.

Although each application will need to be assessed on its merits, the following basic principles apply:

- a) Where a child care centre is located adjacent to a noise-sensitive use, such as houses, retirement villages and nursing homes, the noise-generating activities of the child care centre, such as the outdoor play areas, parking areas and any plant and equipment, are to be located away from the noise-sensitive use.
- b) Where, due to design limitations or safety considerations, noise-generating activities such as outdoor play areas are located close to noise-sensitive uses, appropriate noise mitigation is to be undertaken.
- c) As there is now a considerable body of research that demonstrates the negative impact of inappropriate noise on child development, the design and construction of buildings may include noise-mitigation measures to reduce impact from external sources and to achieve accepted indoor noise limits.

3.8 Need for child care centres

Legal decisions have discounted the requirement for an applicant to prove the need for commercial facility, for example through market surveys, as part of the planning approval process. However, if there is a demonstrable impact on the amenity of an area or the level of service enjoyed by a community, then this is a relevant local planning consideration.

Accordingly, the WAPC is of the view that, although a proponent does not have to demonstrate there is sufficient demand for the activity, there may be a need to show that the development will not have an adverse impact on the amenity of the area or the level of service to the community by similar existing or approved facilities.

In such instances, and depending on the scale of the proposal, the applicant may be asked to provide further information in regard to the level of existing services in the locality, proximity to other centres, population catchments for the new centre and the number of primary schools and kindergartens in the locality, in relation to the development of a new facility.

3.9 Consultation

Appropriate consultation should be undertaken to consider the likely impact a child care centre may have on the amenity of an existing residential area. A minimum requirement should be for the local government or the applicant to advise adjoining neighbours in writing and display public advertisements on the site, in accordance with the public notification procedures of the local government.

Where the location of a child care centre was predetermined in a structure plan, or similar wide-ranging site assessment completed prior to any residential development in the vicinity, comprehensive consultation on a planning application may not be necessary.

3.10 Implementation

This policy provides guidance to decision-making authorities on the location and development of the child care centres.

Development of a child care centre usually requires planning approval from the local government, or in some cases the WAPC, and a licence from the Department for Communities, pursuant to the relevant regulations for child care under the *Child Care Services Act 2007*. The regulations address a wide range of issues including indoor and outdoor space requirements, shade, fencing, some internal structural requirements and environmental health needs.

Local governments have local planning schemes or relevant local policies that address a variety of other planning matters, such as the appearance of buildings, parking requirements and the provision

of landscaping, and should be contacted for further information.

3.11 Application requirements

In addition to completion of the mandatory application form and fees, applications for child care centres should be accompanied by:

- a) a written statement outlining the number of children proposed, age group breakdown, days and hours of operation and staff requirement;
- b) a location plan depicting surrounding lots and road layout;
- c) a site contour survey plan prepared by a licensed land surveyor, indicating the location of the proposed building and existing buildings and structures on adjacent sites;
- d) a detailed site plan to a scale sufficient to identify clearly the boundaries and all proposed structures, external play areas; landscaping, refuse storage area, car parking, pedestrian and vehicle access ways, crossover/s and kerb locations, verge width and associated road infrastructure (eg light poles, traffic islands) for the full road reserve width for all roads abutting the application site;
- e) floor plans and elevations to all sides of the proposed building to a minimum scale of 1:100, or such other scale as required by the decision-making authority;
- f) a traffic impact statement/assessment, if required by the decision-making authority;
- g) a noise impact assessment, if required by the decision-making authority;
- h) a signage strategy;
- i) if the site has been used for a potentially contaminating activity the information listed in section 6 of DEC's *Contaminated Sites and Land Use Planning Process* (available on the DEC website at www.dec.wa.gov.au); and
- j) any additional information relevant to the assessment of the application.

3.12 Review

If a planning application for a child care centre is refused or an applicant is aggrieved by any of the conditions of an approval, there is a right of review of the decision by the State Administrative Tribunal, in accordance with the relevant

legislation. Such applications for review must be lodged with the tribunal within the prescribed time and in accordance with the rules and regulations of the tribunal.

Applicants considering making such an application for review should consult the tribunal and, if necessary, a legal practitioner or other appropriate professional in relation to commencement and conduct of a review.

4 Comment and further information

Further information, any enquiries or correspondence on this planning bulletin should be directed to:

Director
Policy Development and
Coordination
Department of Planning
Albert Facey House
469 Wellington Street
Perth WA 6000

quoting file reference
WAPC/09/0014

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This document is available in alternative formats on application to WAPC Communication Services



67. Consideration of application by local government

- (1) Development approval cannot be granted on an application for approval of —
 - (a) development that is a class X use in relation to the zone in which the development is located, unless —
 - (i) the development relates to land that is being used for a non-conforming use; and
 - (ii) the local government considers that the proposed use of the land would be less detrimental than the non-conforming use;
 - or
 - (b) development that otherwise does not comply with a requirement of this Scheme, unless —
 - (i) this Scheme gives the local government discretion to waive or vary the requirement or to grant development approval despite non-compliance with the requirement; or
 - (ii) the development is permitted under a provision of this Scheme in relation to non-conforming uses.
- (2) In considering an application for development approval (other than an application on which approval cannot be granted under subclause (1)), the local government is to have due regard to the following matters to the extent that, in the opinion of the local government, those matters are relevant to the development the subject of the application —
 - (a) the aims and provisions of this Scheme and any other local planning scheme operating within the Scheme area;
 - (b) the requirements of orderly and proper planning including any proposed local planning scheme or amendment to this Scheme that has been advertised under the *Planning and Development (Local Planning Schemes) Regulations 2015* or any other proposed planning instrument that the local government is seriously considering adopting or approving;
 - (c) any approved State planning policy;
 - (d) any environmental protection policy approved under the *Environmental Protection Act 1986* section 31(d);
 - (e) any policy of the Commission;
 - (f) any policy of the State;
 - (fa) any local planning strategy for this Scheme endorsed by the Commission;
 - (g) any local planning policy for the Scheme area;
 - (h) any structure plan or local development plan that relates to the development;
 - (i) any report of the review of the local planning scheme that has been published under the *Planning and Development (Local Planning Schemes) Regulations 2015*;
 - (j) in the case of land reserved under this Scheme, the objectives for the reserve and the additional and permitted uses identified in this Scheme for the reserve;
 - (k) the built heritage conservation of any place that is of cultural significance;
 - (l) the effect of the proposal on the cultural heritage significance of the area in which the development is located;
 - (m) the compatibility of the development with its setting, including —
 - (i) the compatibility of the development with the desired future character of its setting; and

- (ii) the relationship of the development to development on adjoining land or on other land in the locality including, but not limited to, the likely effect of the height, bulk, scale, orientation and appearance of the development;
 - (n) the amenity of the locality including the following —
 - (i) environmental impacts of the development;
 - (ii) the character of the locality;
 - (iii) social impacts of the development;
 - (o) the likely effect of the development on the natural environment or water resources and any means that are proposed to protect or to mitigate impacts on the natural environment or the water resource;
 - (p) whether adequate provision has been made for the landscaping of the land to which the application relates and whether any trees or other vegetation on the land should be preserved;
 - (q) the suitability of the land for the development taking into account the possible risk of flooding, tidal inundation, subsidence, landslip, bush fire, soil erosion, land degradation or any other risk;
 - (r) the suitability of the land for the development taking into account the possible risk to human health or safety;
 - (s) the adequacy of —
 - (i) the proposed means of access to and egress from the site; and
 - (ii) arrangements for the loading, unloading, manoeuvring and parking of vehicles;
 - (t) the amount of traffic likely to be generated by the development, particularly in relation to the capacity of the road system in the locality and the probable effect on traffic flow and safety;
 - (u) the availability and adequacy for the development of the following —
 - (i) public transport services;
 - (ii) public utility services;
 - (iii) storage, management and collection of waste;
 - (iv) access for pedestrians and cyclists (including end of trip storage, toilet and shower facilities);
 - (v) access by older people and people with disability;
 - (v) the potential loss of any community service or benefit resulting from the development other than potential loss that may result from economic competition between new and existing businesses;
 - (w) the history of the site where the development is to be located;
 - (x) the impact of the development on the community as a whole notwithstanding the impact of the development on particular individuals;
 - (y) any submissions received on the application;
 - (za) the comments or submissions received from any authority consulted under clause 66;
 - (zb) any other planning consideration the local government considers appropriate.
- (3) Subclause (1) has effect despite the zoning table for this Scheme.

[Clause 67 amended: SL 2020/252 r. 74.]

8.2 CORPORATE SERVICES

8.2.1 Monthly Financial Statements – November 2021

File Ref:	FINM012
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	D Long - Finance Consultant
Attachments:	8.2.1A Monthly Financial Statements - November 2021

Summary

The Monthly Financial Report for 30 November 2021 is presented for Councils consideration.

Background

The Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996 require local governments to prepare monthly reports containing the information that is prescribed.

Comment

The Shire prepares the monthly financial statements in the statutory format along with other supplementary financial reports consisting of:

- (a) Statement of Comprehensive Income by Function/Program;
- (b) Statement of Comprehensive Income by Nature/Type;
- (c) Statement of Financial Activity;
- (d) Summary of Net Current Asset Position;
- (e) Statement of Explanation of Material Variances;
- (f) Statement of Financial Position;
- (g) Statement of Cash Flows;
- (h) Detailed Operating and Non-Operating Schedules;
- (i) Statement of Cash Back Reserves; and
- (j) Loan Borrowings Statement.

MATERIAL VARIANCE COMMENTARY ON YEAR TO DATE

Regulation 34 of the *Local Government (Financial Management) Regulations 1996* require local governments to prepare annual budget estimates and month by month budget estimates so that comparatives can be made to Year to Date (YTD) Actual amounts of expenditure, revenue and income.

At its budget meeting, Council adopted a material variance threshold of \$10,000 or 10%. For interpretation purposes, this means any variance at Function/Program level that is greater than 10% and exceeds \$10,000 in value is reported on and commentary is provided to explain the YTD budget estimate to YTD actual variance. The material variance is shown on the Statement of Financial Activity, in accordance with the *Local Government (Financial Management) Regulations 1996*. The material variance commentary is now provided in a separate statement, called the Statement of Explanation of Material Variances.

The Statement of Financial Activity as at 30 November shows a closing surplus of \$5,383,119.

Statutory Environment

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.

COUNCIL DECISION – 8.2.1

COUNCIL RESOLUTION: 135/21

Moved Cr Webster

That Council receive the monthly financial report for the period ending 30 November 2021.

Seconded: Cr

Schreiber

Carried: 4/0



SHIRE OF BODDINGTON

MONTHLY FINANCIAL REPORT

30 NOVEMBER 2021

Statement of Comprehensive Income by Program

Statement of Comprehensive Income by Nature/Type

Statement of Financial Activity

Statement of Net Current Position

Statement of Material Variances

Statement of Financial Position

Statement of Cash Flows

Detailed Operating and Non-Operating Statements

Supplementary Information -

- Reserve Accounts
- Loan Schedule

SHIRE OF BODDINGTON
STATEMENT OF COMPREHENSIVE INCOME
FOR THE PERIOD ENDING 30 NOVEMBER 2021

	2021-22 ORIGINAL BUDGET	2021-22 YTD ACTUAL
EXPENDITURE (Excluding Finance Costs)	\$	\$
General Purpose Funding	(22,307)	(690)
Governance	(106,276)	(939,813)
Law, Order, Public Safety	(523,783)	(88,109)
Health	(218,897)	(32,303)
Education and Welfare	(816,473)	(240,915)
Housing	3,563	(21,790)
Community Amenities	(837,143)	(191,320)
Recreation and Culture	(2,088,386)	(450,543)
Transport	(3,309,496)	(370,115)
Economic Services	(827,708)	(217,187)
Other Property and Services	(4,095)	104,016
	(8,751,001)	(2,448,769)
REVENUE		
General Purpose Funding	5,367,369	5,310,690
Governance	42,435	32,090
Law, Order, Public Safety	124,793	60,110
Health	39,290	17,624
Education and Welfare	505,200	329,413
Housing	23,400	15,827
Community Amenities	296,030	295,266
Recreation and Culture	48,895	53,296
Transport	110,080	3,230
Economic Services	291,697	229,612
Other Property & Services	11,005	26,855
	6,860,194	6,374,014
<i>Increase(Decrease)</i>	(1,890,807)	3,925,245
FINANCE COSTS		
Governance	(21,154)	0
Education & Welfare	(6,237)	(3,260)
Housing	(23,448)	(12,071)
Recreation & Culture	(35,379)	(9,994)
Total Finance Costs	(86,218)	(25,324)
NON-OPERATING REVENUE		
Community Amenities	100,000	(105)
Recreation & Culture	0	1,100
Transport	1,171,930	679,516
Economic Services	0	0
Total Non-Operating Revenue	1,271,930	680,511
PROFIT/(LOSS) ON SALE OF ASSETS		
Transport Profit	0	0
Transport Loss	0	0
Total Profit/(Loss)	0	0
NET RESULT	(705,095)	4,580,432
Other Comprehensive Income		
Changes on revaluation of non-current assets	0	0
Total Abnormal Items	0	0
TOTAL COMPREHENSIVE INCOME	(705,095)	4,580,432

SHIRE OF BODDINGTON
STATEMENT OF COMPREHENSIVE INCOME
BY NATURE/TYPE
FOR THE PERIOD ENDING 30 NOVEMBER 2021

	2021-22 ORIGINAL BUDGET	2021-22 YTD ACTUAL
Expenses		
Employee Costs	(3,048,975)	(1,503,267)
Materials and Contracts	(2,578,728)	(708,841)
Utility Charges	(298,245)	(154,869)
Depreciation on Non-Current Assets	(2,393,945)	0
Interest Expenses	(86,218)	(25,324)
Insurance Expenses	(271,598)	(16,682)
Other Expenditure	(159,510)	(65,109)
	(8,837,219)	(2,474,093)
Revenue		
Rates	5,225,193	5,226,582
Operating Grants, Subsidies and Contributions	367,919	188,633
Fees and Charges	1,213,952	888,000
Service Charges	0	0
Interest Earnings	17,300	6,615
Other Revenue	35,830	64,183
	6,860,194	6,374,014
	(1,977,025)	3,899,920
Non-Operating Grants, Subsidies & Contributions	1,271,930	680,511
Fair Value Adjustments to financial assets at fair value through profit/loss	0	0
Profit on Asset Disposals	0	0
Loss on Asset Disposals	0	0
	1,271,930	680,511
Net Result	(705,095)	4,580,432
Other Comprehensive Income		
Changes on revaluation of non-current assets	0	0
Total Other Comprehensive Income	0	0
TOTAL COMPREHENSIVE INCOME	(705,095)	4,580,432

ATTACHMENT 8.2.1

**SHIRE OF BODDINGTON
FINANCIAL ACTIVITY STATEMENT
30 NOVEMBER 2021**

	2021-22 ORIGINAL BUDGET	2021-22 YTD BUDGET (a)	2021-22 YTD ACTUAL (b)	MATERIAL \$ (b)-(a)	MATERIAL % (b)-(a)/(a)	VAR
OPERATING REVENUE	\$	\$	\$			
General Purpose Funding	143,176	74,522	83,366	Within Threshold	11.87%	
Governance	42,435	16,687	32,090	15,403	92.30%	
Law, Order Public Safety	124,793	53,987	60,110	Within Threshold	11.34%	↑
Health	39,290	15,366	17,624	Within Threshold	14.70%	↑
Education and Welfare	505,200	254,885	329,413	74,528	29.24%	↑
Housing	23,400	9,972	15,827	Within Threshold	58.72%	↑
Community Amenities	296,030	256,768	295,266	38,498	14.99%	↑
Recreation and Culture	48,895	14,568	53,296	38,728	265.85%	↑
Transport	110,080	52,280	3,230	(49,050)	(93.82%)	↓
Economic Services	291,697	140,925	229,612	88,687	62.93%	↑
Other Property and Services	11,005	6,866	26,855	19,990	291.17%	↑
	1,636,001	896,826	1,146,690			
LESS OPERATING EXPENDITURE						
General Purpose Funding	(22,307)	(5,520)	(690)	Within Threshold	(87.49%)	
Governance	(127,430)	(40,802)	(939,813)	(899,011)	(2203.37%)	
Law, Order, Public Safety	(523,783)	(188,342)	(88,109)	100,233	53.22%	
Health	(218,897)	(102,862)	(32,303)	70,559	68.60%	
Education and Welfare	(822,710)	(311,994)	(244,174)	67,820	(21.74%)	
Housing	(19,885)	(10,232)	(33,861)	(23,629)	(230.94%)	
Community Amenities	(837,143)	(339,178)	(191,320)	147,858	43.59%	
Recreation and Culture	(2,123,765)	(905,140)	(460,536)	444,604	49.12%	
Transport	(3,309,496)	(1,273,928)	(370,115)	903,813	70.95%	
Economic Services	(827,708)	(337,773)	(217,187)	120,586	35.70%	
Other Property & Services	(4,095)	(2,485)	104,016	106,501	4285.99%	
	(8,837,219)	(3,518,257)	(2,474,093)			
<i>Increase/(Decrease)</i>	(7,201,218)	(2,621,431)	(1,327,403)			
Non-Cash Amounts Excluded from Operating Activities						
Movement in Employee provisions N/C	34,790	0		Within Threshold	0.00%	
(Profit) on the disposal of assets		0	0	Within Threshold	0.00%	
Loss on the disposal of assets	0	0	0	Within Threshold	0.00%	
Depreciation Written Back	2,393,945	997,078	0	(997,078)	(100.00%)	↓
	2,428,735	997,078	0			
<i>Sub Total</i>	(4,772,483)	(1,624,353)	(1,327,403)			
INVESTING ACTIVITIES						
Purchase of Land	0	0	0	Within Threshold	0.00%	
Purchase Buildings	(70,000)	(5,000)	0	Within Threshold	(100.00%)	
Purchase Plant and Equipment	(222,233)	(148,233)	(46,874)	101,359	(68.38%)	
Purchase Furniture and Equipment	(55,000)	(10,000)	0	Within Threshold	100.00%	
Infrastructure Assets - Roads	(1,300,638)	(165,515)	(173,621)	Within Threshold	Within Threshold	
Infrastructure Assets - Bridges	0	0	0	Within Threshold	0.00%	
Infrastructure Assets - Footpaths	(111,073)	0	0	Within Threshold	0.00%	
Infrastructure Assets - Drainage	(55,000)	(4,600)	(1,440)	Within Threshold	(68.70%)	
Infrastructure Assets - Foreshore	(241,312)	(41,312)	(14,802)	26,510	64.17%	
Infrastructure Assets - Parks & Ovals	(35,000)	0	0	Within Threshold	0.00%	
Infrastructure Assets - Other	(123,000)	0	(1,640)	Within Threshold	0.00%	
Proceeds from Sale of Assets	34,000	0	0	Within Threshold	0.00%	
Non-Operating Grants, Subsidies & Contributions	1,271,930	620,160	680,511	60,351	Within Threshold	↑
	(907,326)	245,500	442,133			
FINANCING ACTIVITIES						
Repayment of Debt - Loan Principal & Finance Leases	(357,077)	(61,902)	(62,975)	Within Threshold	Within Threshold	
Transfer to Reserves	(61,202)	0	0	Within Threshold	0.00%	
	(418,279)	(61,902)	(62,975)			
Plus Rounding						
<i>Sub Total</i>	(6,098,088)	(1,440,755)	(948,244)			
FUNDING FROM						
Transfer from Reserves	0	0	0	Within Threshold	0.00%	
Loans Raised	0	0	0	Within Threshold	0.00%	
Estimated Opening Surplus at 1 July	1,043,000	1,043,000	1,106,040	63,040	Within Threshold	↑
Amount Raised from General Rates	5,224,193	5,224,193	5,227,323	Within Threshold	Within Threshold	↑
	6,267,193	6,267,193	6,333,363			
NET SURPLUS/(DEFICIT)	169,105	4,826,438	5,385,119			

ATTACHMENT 8.2.1
SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 30 NOVEMBER 2021

EXPLANATION OF MATERIAL VARIANCES

REPORTING PROGRAM & EXPLANATION	TIMING / PERMANENT	\$ VARIANCE	% VARIANCE
OPERATING REVENUE			
General Purpose Funding			
Variance within \$10,000 Materiality Threshold		Within Threshold	11.87%
Governance			
Contribution for long service leave for staff not anticipated, and employee contributions higher than anticipated for reporting period.	PERMANENT	15,403	92.30%
Law Order & Public Safety -			
Variance within \$10,000 Materiality Threshold		Within Threshold	11.34%
Health			
Variance within \$10,000 Materiality Threshold		Within Threshold	14.70%
Education & Welfare			
Childcare Centre fees and Childcare contributions higher than anticipated for reporting period. ILU rental income higher than anticipated for reporting period.	PERMANENT/ TIMING	74,528	29.24%
Housing			
Variance within \$10,000 Materiality Threshold		Within Threshold	58.72%
Community Amenities			
Domestic Refuse removal fees, Commercial Refuse removal fees, Tipping Fees, Town Planning Fees, and Cemetery Fees higher than anticipated for reporting period. Effluent Disposal fees lower than anticipated for reporting period.	PERMANENT/ TIMING	38,498	14.99%
Recreation & Culture			
Resource Sharing contribution from Department of Education received earlier than anticipated. Other sport and commercial lease income higher than anticipated for reporting period. Library technology grant received earlier than anticipated.	TIMING	38,728	265.85%
Transport			
Main Roads Direct Road Maintenance grant not yet claimed. Road Safety Alliance grant received earlier than anticipated.	TIMING	(49,050)	(93.82%)
Economic Services			
Caravan Park fees, Community Café fees, Building Permit fees and Vehicle contributions higher than anticipated for reporting period.	TIMING	88,687	62.9%
Other Property and Services			
Workers compensation reimbursements higher than anticipated for reporting period. Offset by workers compensation expenses incurred.	PERMANENT	19,990	291.17%

ATTACHMENT 8.2.1
SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 30 NOVEMBER 2021

EXPLANATION OF MATERIAL VARIANCES

REPORTING PROGRAM & EXPLANATION	TIMING / PERMANENT	\$ VARIANCE	% VARIANCE
OPERATING EXPENDITURE			
General Purpose Funding			
Variance within \$10,000 Materiality Threshold		Within Threshold	(87.49%)
Governance			
Election expenses, councillor expenses and member allowances lower than anticipated for reporting period. Donation expenses higher than anticipated for reporting period. Insurance premium expenses lower than anticipated for reporting period. Administration salaries, superannuation expenses, FBT expenses, and consultant fees higher than anticipated for reporting period. Administration allocation expenses and depreciation expenses not yet booked.	TIMING	(899,011)	(2203.37%)
Law Order & Public Safety -			
Administration allocation expenses and depreciation expenses not yet booked. Brigade operation expenses, fire insurance expenses, standpipe maintenance expenses lower than anticipated.	TIMING	100,233	53.22%
Health			
Housing allocation expenses and depreciation expense not yet booked.	TIMING	70,559	68.60%
Education & Welfare			
Child Care Centre expenses lower than anticipated for reporting period. Administration allocation expenses and depreciation expenses not yet booked.	TIMING	67,820	(21.74%)
Housing			
Housing allocations not yet booked.	TIMING	(23,629)	(230.94%)
Community Amenities			
Depreciation expense and administration allocation expenses not yet booked. Kerbside recycling expenses, domestic refuse collection expenses and commercial refuse collection expenses higher than anticipated for reporting period. Town planning expenses lower than anticipated for reporting period. Public conveniences wages expenses higher than anticipated for reporting period.	TIMING	147,858	43.59%
Recreation & Culture			
Depreciation expense and administration allocation expenses not yet booked. Boddington Hall wages & overheads expenses higher than anticipated for reporting period. Boddington Rec Centre/Pavilion expenses and Hotham Park maintenance expenses lower than anticipated for reporting period. Parks & Reserves Wages expenses and Streetscape wages and contract expenses higher than anticipated for reporting period. Swimming pool operating expenses lower than anticipated for reporting period. Library wages and materials operating expenses higher than anticipated for reporting period.	PERMANENT/ TIMING	444,604	49.12%
Transport			
Depreciation expense and administration allocation expenses not yet booked. Street tree maintenance expenses lower than anticipated for reporting period. Sealed road maintenance material expenses, unsealed road maintenance material expenses, weed spraying verge expenses, and storm damage expenses higher than anticipated for reporting period.	TIMING	903,813	70.95%
Economic Service			
Depreciation expense and administration allocation expenses not yet booked. Community café expenses higher than anticipated for reporting period. Caravan Park expenses and area promotion expenses lower than anticipated for reporting period.	PERMANENT/ TIMING	120,586	35.70%
Other Property & Services			
Public works overhead recoup higher than anticipated for reporting period	TIMING	106,501	4285.99%

ATTACHMENT 8.2.1
SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 30 NOVEMBER 2021

EXPLANATION OF MATERIAL VARIANCES

REPORTING PROGRAM & EXPLANATION	TIMING / PERMANENT	\$ VARIANCE	% VARIANCE
CAPITAL REVENUES			
<u>Non-Operating Grants, Subsidies & Contributions</u>			
<i>Community Amenities</i>			
Community Amenities - Contribution Income -		0	
<i>Transport</i>			
Regional Road Group Grants - Grant claimed lower than anticipated for reporting period.	TIMING	(244,146)	
Roads to Recovery Grants -		0	
Other Income - LRCI Phase 2 Grant - funding received earlier than anticipated	TIMING	102,502	
Special Bridge Grant Funding - Grant funding received and not anticipated	TIMING	201,000	
		<u>59,356</u>	Within Threshold
<u>Proceeds from Sale of Assets</u>			
Proceeds from Sale of Assets -		0	
		<u>0</u>	0.00%
<u>Transfers from Reserve</u>			
Transfers from Reserve -		0	0.00%

ATTACHMENT 8.2.1
SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 30 NOVEMBER 2021

EXPLANATION OF MATERIAL VARIANCES

REPORTING PROGRAM & EXPLANATION	TIMING / PERMANENT	\$ VARIANCE	% VARIANCE
CAPITAL EXPENDITURE			
<u>Transfers to Reserve</u>			
Transfers to Reserve -		0	0.00%
<u>Furniture & Equipment</u>			
Governance			
Computer Equipment - New Server		0	
Office Equipment - Items not yet purchased	TIMING	10,000	
Total (Over)/Under Budget		10,000	100.00%
<u>Buildings</u>			
<u>Recreation & Culture</u>			
Swimming Pool - Disabled Toilet - Project expenses lower than anticipated for reporting period.	TIMING	5,000	
<u>Economic Services</u>			
Rusty Camp Oven Kitchen Fit out -		0	
Total (Over)/Under Budget		5,000	(100.00%)
<u>Plant & Equipment</u>			
<u>Health</u>			
Doctors Vehicle - Vehicle purchase occurred earlier than anticipated and price higher than budget estimate by \$2,300.	PERMANENT/ TIMING	(42,374)	
<u>Transport</u>			
Plant Float Trailer - Equipment not yet purchased		50,158	
Truck Modifications For Towing Plant Float - Modifications not yet commenced		6,875	
Purchase Mowers		0	
Purchase D/Cab Utility BT015		0	
Purchase Utility BT011		0	
Purchase Slasher/Flail Mower		0	
Total (Over)/Under Budget		14,659	(68.38%)
<u>Road Construction</u>			
Road Construction - Council - Project expenses higher than anticipated for reporting period.	TIMING	(11,239)	
Regional Road Group Projects - Road construction expenses lower than anticipated for reporting period.	TIMING	132,271	
Roads to Recovery - RTR Road construction expenses higher than anticipated for reporting period.	TIMING	(118,891)	
Local Roads and Community Infrastructure projects -		0	
MRWA Bridge Program -		0	
Total (Over)/Under Budget		2,140	Within Threshold
<u>Footpath Construction</u>			
Footpath Construction - Project not yet commenced		0	
Total (Over)/Under Budget		0	0.00%
<u>Drainage Infrastructure</u>			
Early Learning Centre Drainage - Project expenses lower than anticipated for reporting period.	TIMING	3,160	
Total (Over)/Under Budget		3,160	(68.70%)
<u>Foreshore Infrastructure</u>			
Foreshore Landscape and Design - Project expenses lower than anticipated for reporting period.	TIMING	26,510	
Total (Over)/Under Budget		26,510	64.17%

ATTACHMENT 8.2.1
SHIRE OF BODDINGTON
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDING 30 NOVEMBER 2021

EXPLANATION OF MATERIAL VARIANCES

REPORTING PROGRAM & EXPLANATION	TIMING / PERMANENT	\$ VARIANCE	% VARIANCE
<u>Parks & Ovals</u>			
Ranford Playground Upgrades - Project not yet commenced		0	
Total (Over)/Under Budget		0	0.00%
<u>Other Infrastructure</u>			
<u>Education & Welfare</u>			
Early Learning Centre Replace Shade Sails -		0	
<u>Recreation & Culture</u>			
Swimming Pool Bowl Repaint - Project not yet commenced		0	
<u>Transport</u>			
Street Lighting Upgrades - Project not yet commenced		0	
<u>Other Property & Services</u>			
Entry Statements & Public Art - Project expenses higher than anticipated for reporting period.	TIMING	(1,640)	
Total (Over)/Under Budget		(1,640)	0.00%
Note: (NB) = No Budget Provision Made			

SHIRE OF BODDINGTON
SUMMARY OF CURRENT ASSETS AND LIABILITIES
FOR THE PERIOD ENDING 30 NOVEMBER 2021

	ACTUAL 30 NOVEMBER 2021
Current Assets	
Cash at bank and on Hand	6,494,008
Restricted Cash - Bonds & Deposits	93,442
Restricted Cash Reserves	1,668,321
Trade Receivables	1,107,183
Accrued Income	2,963
Self Supporting Loan	2,925
Land held for Resale	0
Total Current Assets	9,368,843
Current Liabilities	
Trade Creditors	(\$83,278)
Bonds and Deposits	(\$93,442)
Accrued Wages	(\$28,642)
Accrued Interest on Loans	(\$13,420)
Accrued Expense	(\$61,378)
ATO Liabilities	(\$140,186)
Contract Liability	(\$1,634,556)
Loan Liability	(\$294,102)
Provisions	(\$260,498)
Total Current Liabilities	(\$2,609,504)
Sub-Total	6,759,340
Adjustments	
LESS Cash Backed Reserves	(\$1,668,321)
LESS Land held for Resale	\$0
LESS Restricted Cash (Bonds & Deposits)	(\$93,442)
ADD: Bonds and Deposits Liability	\$93,442
ADD: Current Loan Liability	\$294,102
Rounding	(2)
Net Current Position	5,385,119

SHIRE OF BODDINGTON
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDING 30 NOVEMBER 2021

	Note	2020-21 ACTUAL \$	2021-22 ACTUAL \$	Variance \$
Current assets				
Unrestricted Cash & Cash Equivalents		3,059,120	8,058,043	4,998,923
Restricted Cash & Cash Equivalents		196,338	197,729	1,391
Trade and other receivables		1,781,477	1,110,146	-671,331
Financial Asset - SSL Loans		3,900	2,925	-975
Other Financial Assets		0	0	0
Other assets		0	0	0
Total current assets		5,040,835	9,368,843	4,328,008
Non-current assets				
Trade and other receivables		25,501	25,501	0
LG House Unit Trust		36,903	36,903	0
Land		3,703,000	3,703,000	0
Buildings		25,664,394	25,664,394	0
Furniture & Equipment		75,562	75,562	0
Plant & Equipment		2,616,462	2,663,337	46,874
Infrastructure - Roads		34,465,807	34,630,523	164,716
Infrastructure - Footpaths		1,494,493	1,494,493	0
Infrastructure - Bridges		9,049,227	9,049,227	0
Infrastructure - Kerb & Channel & Drainage		1,442,445	1,443,885	1,440
Infrastructure - Parks & Ovals		691,655	691,655	0
Infrastructure - Public Use Facilities		1,725,467	1,725,467	0
Infrastructure - Other		1,720,379	1,722,019	1,640
Infrastructure - Foreshore		2,775,677	2,790,479	14,802
Infrastructure - Caravan Park		75,608	75,608	0
Infrastructure - Waste Site		1,290,045	1,290,045	0
Total non-current assets		86,852,624	87,082,097	229,473
Total assets		91,893,459	96,450,940	4,557,481
Current liabilities				
Trade and other payables		288,271	326,905	-38,633
Bonds and Deposits		92,052	93,442	-1,391
Contract Liabilities		1,634,556	1,634,556	0
Interest-bearing loans and borrowings		357,077	294,102	62,975
Provisions		260,498	260,498	0
Total current liabilities		2,632,454	2,609,504	22,951
Non-current liabilities				
Interest-bearing loans and borrowings		2,116,566	2,116,566	0
Other Liabilities		300,000	300,000	0
Provisions		65,220	65,220	0
Total non-current liabilities		2,481,786	2,481,786	0
Total liabilities		5,114,240	5,091,290	22,951
Net assets		86,779,218	91,359,650	4,580,432
Equity				
Retained surplus		33,368,979	33,368,979	0
Net Result		0	4,580,432	4,580,432
Reserve - asset revaluation		51,741,919	51,741,919	0
Reserve - Cash backed		1,668,321	1,668,321	0
Total equity		86,779,218	91,359,650	4,580,432

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

**SHIRE OF BODDINGTON
STATEMENT OF CASH FLOWS
30 NOVEMBER 2021**

	Note	2020-21 ACTUAL \$	2021-22 BUDGET \$	2021-22 ACTUAL \$
Cash Flows from operating activities				
Payments				
Employee Costs		(2,550,227)	(3,014,185)	(1,418,921)
Materials & Contracts		(3,362,110)	(2,578,728)	(707,856)
Utilities (gas, electricity, water, etc)		(356,439)	(298,245)	(154,869)
Insurance		(249,647)	(271,598)	(16,682)
Interest Expense		(93,549)	(86,218)	(25,324)
Goods and Services Tax Paid		0	0	1,748
Other Expenses		(100,996)	(159,510)	(68,855)
		(6,712,968)	(6,408,484)	(2,390,761)
Receipts				
Rates		4,774,406	5,225,193	4,613,253
Operating Grants & Subsidies		449,824	1,748,334	259,947
Fees and Charges		1,230,340	1,213,952	3,215,502
Interest Earnings		20,511	17,300	6,615
Goods and Services Tax		109,021	0	23,729
Other		74,302	35,830	64,183
		6,658,404	8,240,609	8,183,230
Net Cash flows from Operating Activities	9	(54,564)	1,832,125	5,792,470
Cash flows from investing activities				
Payments				
Purchase of Land		0	0	0
Purchase of Buildings		(148,820)	(70,000)	0
Purchase Plant and Equipment		(520,983)	(222,233)	(46,874)
Purchase Furniture and Equipment		(8,090)	(55,000)	0
Purchase Road Infrastructure Assets		(577,165)	(1,300,638)	(173,621)
Purchase Bridges & Culvert Infrastructure		0	0	0
Purchase of Footpath Assets		0	(111,073)	0
Purchase Drainage Assets		(9,689)	(55,000)	(1,440)
Purchase Foreshore Assets		(897,808)	(241,312)	(14,802)
Purchase Parks & Ovals Assets		(34,379)	(35,000)	0
Purchase Public use Infrastructure		0	0	0
Purchase Infrastructure Other Assets		(76,719)	(123,000)	(1,640)
Receipts				
Proceeds from Sale of Assets		138,727	34,000	0
Non-Operating grants used for Development of Assets		663,503	(384,356)	(490,803)
		(1,471,423)	(2,563,612)	(729,181)
Cash flows from financing activities				
Repayment of Debentures and Finance Leases		(344,397)	(357,077)	(62,975)
Revenue from Self Supporting Loans		0	0	0
Proceeds from New Debentures		0	0	0
Net cash flows from financing activities		(344,397)	(357,077)	(62,975)
Net increase/(decrease) in cash held		(1,870,384)	(1,088,564)	5,000,314
Cash at the Beginning of Reporting Period		5,125,842	3,255,459	3,255,458
Cash at the End of Reporting Period		3,255,459	2,166,894	8,255,772

**SHIRE OF BODDINGTON
STATEMENT OF CASH FLOWS
30 NOVEMBER 2021**

Notes

	2020-21 ACTUAL \$	2021-22 BUDGET \$	2021-22 ACTUAL \$
RECONCILIATION OF CASH			
Cash at Bank - Unrestricted	3,162,367	1,051,588	8,161,290
Cash at Bank Reserves - Restricted	92,692	1,955,714	94,082
Cash on Hand	400	300	400
TOTAL CASH	3,255,459	3,007,602	8,255,772
RECONCILIATION OF NET CASH USED IN OPERATING ACTIVITIES TO OPERATING RESULT			
Net Result (As per Comprehensive Income Statement)	(1,365,764)	(705,095)	4,580,412
Add back Depreciation	3,129,176	2,393,945	0
(Gain)/Loss on Disposal of Assets	(36,655)	0	0
Self Supporting Loan Principal Reimbursements	0	0	0
Local Govt House unit Trust Adjustment	(1,293)	0	0
Contributions for the Development of Assets	(663,503)	384,356	490,803
Changes in Assets and Liabilities			
(Increase)/Decrease in Inventory	0	0	0
(Increase)/Decrease in Receivables	(1,133,147)	1,402,963	644,694
(Increase)/Decrease in Other Assets	(88,071)	0	0
Increase/(Decrease) in Accounts Payable	(1,035,842)	0	76,561
Increase/(Decrease) in Contract Liabilities	1,149,585	(1,678,834)	0
Increase/(Decrease) in Prepayments	0	0	0
Increase/(Decrease) in Employee Provisions	(9,050)	34,790	0
Increase/(Decrease) in Accrued Expenses	0	0	0
Rounding	0	0	0
NET CASH FROM/(USED) IN OPERATING ACTIVITIES	(54,564)	1,832,125	5,792,470

**SHIRE OF BODDINGTON
RESERVE ACCOUNTS
FOR THE PERIOD ENDING 30 NOVEMBER 2021**

LEAVE RESERVE

Purpose - To be used to fund annual and long service leave requirements.

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	0	0
Transfer from Accumulated Surplus		
- Interest Earned	0	0
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	0	0

PLANT RESERVE

Purpose - To be used to fund the purchase of new or second hand plant and equipment.

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	221,172	220,766
Transfer from Accumulated Surplus		
- Interest Earned	0	265
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	221,172	221,031

BUILDING RESERVE

Purpose - To be used to for the construction of buildings

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	97,125	96,947
Transfer from Accumulated Surplus		
- Interest Earned	0	116
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	97,125	97,063

**SHIRE OF BODDINGTON
RESERVE ACCOUNTS
FOR THE PERIOD ENDING 30 NOVEMBER 2021**

LOCAL ORGANISATION ASSISTANCE FUND RESERVE

Purpose - To be used to fund local organisation projects as per council policy

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	31,617	31,559
Transfer from Accumulated Surplus		
- Interest Earned	0	38
- Other Transfers	0	9,202
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	31,617	40,799

REFUSE RESERVE

Purpose - to be used to fund the establishment and operation of the refuse disposal facilities

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	39,471	39,397
Transfer from Accumulated Surplus		
- Interest Earned	0	47
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	39,471	39,444

AGED HOUSING RESERVE

Purpose - To be used to fund future aged housing developments

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	366,827	366,155
Transfer from Accumulated Surplus		
- Interest Earned	0	440
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	366,827	366,595

**SHIRE OF BODDINGTON
RESERVE ACCOUNTS
FOR THE PERIOD ENDING 30 NOVEMBER 2021**

SWIMMING POOL RESERVE

Purpose - To be used to fund ongoing upgrading and maintaining of the swimming pool

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	21,006	20,967
Transfer from Accumulated Surplus		
- Interest Earned	0	25
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	21,006	20,992

RIVER CROSSING RESERVE

Purpose - To be used to fund the upgrading and refurbishment of river crossings

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	47,643	47,556
Transfer from Accumulated Surplus		
- Interest Earned	0	57
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	47,643	47,613

PREPAID CONDITIONAL GRANTS RESERVE

Purpose - To be used as a mechanism to identify prepaid grants where the expenditure will occur in the next financial year

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	199,559	199,193
Transfer from Accumulated Surplus		
- Interest Earned	0	239
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	199,559	199,432

**SHIRE OF BODDINGTON
RESERVE ACCOUNTS
FOR THE PERIOD ENDING 30 NOVEMBER 2021**

UNSPENT CONDITIONAL GRANTS RESERVE

Purpose - To be used as a mechanism to identify unspent grants where the expenditure will be incurred in the next financial year.

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	376,700	376,011
Transfer from Accumulated Surplus		
- Interest Earned	0	452
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	<u>376,700</u>	<u>376,463</u>

PUBLIC OPEN SPACE RESERVE

Purpose - To be used to fund the upgrade and rationalisation of Public Open Space and Parklands within the Shire

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	267,203	266,714
Transfer from Accumulated Surplus		
- Interest Earned	0	321
- Other Transfers	0	0
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	<u>267,203</u>	<u>267,035</u>

TOWN WEIR RESERVE

Purpose - To be used to fund the renewal, replacement, upgrade and maintenance expenses related to the Town Weir.

	ACTUAL 2021-22	BUDGET 2021-22
Opening Balance	0	0
Transfer from Accumulated Surplus		
- Interest Earned	0	0
- Other Transfers	0	50,000
Less Transfer to Accumulated Surplus		
-Transfer to Municipal Fund	0	0
CLOSING BALANCE	<u>0</u>	<u>50,000</u>
TOTAL RESERVES	<u>1,668,323</u>	<u>1,726,467</u>

**SHIRE OF BODDINGTON
LOAN SCHEDULE
FOR THE PERIOD ENDING 30 NOVEMBER 2021**

LOAN DESCRIPTION	LOAN No.	PRINCIPAL 01.07.21	LOANS RAISED		INTEREST		PRINCIPAL		CLOSING BALANCE
			Budget 2021-22	Actual 2021-22	Budget 2021-22	Actual 2021-22	Budget 2021-22	Actual 2021-22	
Governance									
Administration Centre	105	429,525	0	0	21,154	0	131,812	0	429,525
Health									
Doctors Residence	83	12,942	0	0	1,451	12,071	12,132	6,367	6,575
Education & Welfare									
Childcare Centre	100	102,445	0	0	7,329	3,260	16,735	8,772	93,673
Housing									
3 Pecan Place	94	179,384	0	0	12,267	0	14,318	7,507	171,877
34 Hill Street	97	181,920	0	0	12,440	0	14,520	7,613	174,307
Recreation & Culture									
Recreation Centre	106	660,580	0	0	23,692	9,994	61,727	32,716	627,864
Recreation Centre	107	906,847	0	0	14,512	0	93,880	0	906,847
		2,473,643	0	0	92,845	25,324	345,124	62,975	2,410,668

8.2.2 List of Payments - November 2021

File Ref:	FINM012
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Finance Administration Officer
Attachments:	8.2.2A List of Payments end 30 November 2021

Summary

The Local Government (Financial Management) Regulations 1996 require the preparation of a List of Payments made from the Council's bank accounts.

Background

A list of the payments made in each month is to be prepared and presented to a meeting of Council in the following month.

This list of payments is to be reviewed by Council separately from the monthly financial statements. This will ensure that the requirement of the Financial Regulations for the list of payments made in one month to be presented to the Council meeting in the following month, will be met even if the financial statements are not presented to that meeting.

Councillors have the opportunity to query payments before the meeting to satisfy themselves before the item comes before Council.

Comment

The List of Payments for the month of November 2021 is presented in Attachment 8.2.2A.

Statutory Environment

Local Government (Financial Management) Regulations 1996

13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.
- (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.
- (2) A list of accounts for approval to be paid is to be prepared each month showing —
 - (a) for each account which requires council authorisation in that month —
 - (i) the payee's name; and
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction; and
 - (b) the date of the meeting of the council to which the list is to be presented.

- (3) A list prepared under subregulation (1) or (2) is to be —
- (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
 - (b) recorded in the minutes of that meeting.

Policy Implications

Nil

Voting Requirements

Simple Majority

COUNCIL DECISION – 8.2.2

COUNCIL RESOLUTION: 136/21

Moved Cr Erasmus

That Council receive the list of payments for the period ending 30 November 2021; at Attachment 8.2.2A.

Seconded: Cr

Schreiber

Carried: 4/0

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23224	04-11-2021	BUILDING & CONSTRUCTION INDUSTRY TRAINING FUND	OCTOBER 2021	31.75
EFT23225	04-11-2021	SHIRE OF BODDINGTON	OCTOBER 2021	23.25
EFT23226	04-11-2021	DEPARTMENT OF MINES,INDUSTRY REGULATION AND SAFETY	OCTOBER 2021	169.95
		Total Trust		224.95
EFT23227	04-11-2021	CROSSMAN HOT WATER & PLUMBING	PLUMBING CONTRACTOR VARIOUS	1837.00
EFT23228	04-11-2021	BODDINGTON TYRE SERVICE	BALANCE AND TYRE REPAIR	85.00
EFT23229	04-11-2021	ABCO PRODUCTS PTY LTD	CLEANING PRODUCTS	1023.11
EFT23230	04-11-2021	BODDINGTON CARPET CARE	CLEANING OF MATS AT THE ELC	260.00
EFT23231	04-11-2021	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	173.67
EFT23232	04-11-2021	PACIFIC BRANDS WORKWEAR GROUP PTY LTD	STAFF UNIFORMS	502.40
EFT23233	04-11-2021	CONTRACT AQUATIC SERVICES	SWIMMING POOL MANAGEMENT CONTRACT	31020.00
EFT23234	04-11-2021	DMC CLEANING CORPORATION PTY LTD	CLEANING SERVICES FOR OCTOBER 2021	18629.19
EFT23235	04-11-2021	ZIRCODATA PTY LTD	STORAGE FEES	91.22

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23236	04-11-2021	BODDINGTON DIESEL SERVICES PTY LTD	REPAIRS TO FIRE BRIGADE TRUCK	243.10
EFT23237	04-11-2021	SURVEYING SOUTH	SURVEY DESIGN PLANS FOR CROSSMAN ROAD	792.00
EFT23238	04-11-2021	MARRADONG CONTRACTING PTY LTD	TRUCK HIRE	10444.50
EFT23239	04-11-2021	AVON WASTE	RUBBISH SERVICES OCTOBER 2021	7031.35
EFT23240	04-11-2021	BODDINGTON SERVICE STATION	LIGHT GLOBES FOR RANGERS VEHICLE	29.60
EFT23241	04-11-2021	GREG DAY MOTORS	GREASE CARTRIDGES	160.00
EFT23242	04-11-2021	IT VISION	ALTUS CONTENT (RECORDS SOFTWARE) IMPLEMENTATION	16500.00
EFT23243	04-11-2021	SHIRE OF BODDINGTON	SHIRE RATES 2021/2022	21109.00
EFT23244	04-11-2021	AUSTRALIAN TAXATION OFFICE (BAS RETURNS)	AUGUST 2021 BAS	444.00
EFT23245	04-11-2021	CARTER'S HANDYMAN SERVICES	TANDEM TRAILER BT10132	4500.00
EFT23246	12-11-2021	AUSTRALIA POST ACCOUNTS RECEIVABLE	POSTAGE FOR OCTOBER 2021	529.41
EFT23247	12-11-2021	ALLAN PETER ROBINSON	DELIVERY OF WHEELIE BINS	66.00
EFT23248	12-11-2021	NARROGIN TOYOTA & MAZDA	TOYOTA FORTUNA - DOCTORS VEHICLE	46611.82

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23249	12-11-2021	G FORCE PRINTING & DESIGN (FORMERLY DRUM PRINT)	STAFF BUSINESS CARDS	154.00
EFT23250	12-11-2021	JOHN CHAPMAN	VAST DECODER AND REMOTE CONTROLS	440.00
EFT23251	12-11-2021	VERSO CONSULTING PTY LTD	AGED CARE ACCOMMODATION AND SERVICES STRATEGY	10372.51
EFT23252	12-11-2021	GOLDEN GLASS	NEW MIRROR FOR PUBLIC TOILETS	264.00
EFT23253	12-11-2021	SHERIDAN'S	COUNCILLOR NAME PLAQUES	491.38
EFT23254	12-11-2021	BANNISTER EXCAVATIONS PTY LTD	LABOUR HIRE WORKS SUPERVISOR AND GRADER OPERATOR	3344.00
EFT23255	12-11-2021	VOLT AIR PTY LTD	REPLACEMENT OF LIGHTS IN TOWN HALL	1775.00
EFT23256	12-11-2021	ON THE LEVEL PLUMBING	CLEANING OF DRAINS	820.00
EFT23257	12-11-2021	BODDINGTON MINI SKIPS	BIN COLLECTION AND CLEANING FOR OCTOBER 2021	2198.00
EFT23258	12-11-2021	INTEGRAL STEEL	HANDRAILS INSTALLED AT THE TOWN HALL	1628.00
EFT23259	12-11-2021	BANNISTER RIVER DOWNS PTY LTD	GRAVEL	7286.40
EFT23260	12-11-2021	SHERRIN RENTALS PTY LTD	HIRE OF ROLLER	5197.50
EFT23261	12-11-2021	WILSONS SIGN SOLUTIONS	HONOUR BOARD PLAQUES	110.00

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23262	12-11-2021	ZIPFORM	PRINTING OF RATE NOTICES	4308.26
EFT23263	12-11-2021	BODDINGTON STORE	STATIONERY ITEMS FOR SEPTEMBER 2021	942.61
EFT23264	12-11-2021	A & P REID CONTRACTING	HIRE OF TRUCK	715.00
EFT23265	19-11-2021	P & D SULLIVAN	HIRE OF 6 WHEEL TIPPER	4290.00
EFT23266	19-11-2021	CROSSMAN HOT WATER & PLUMBING	REPLACE BALL VALVE TOWN HALL STANDPIPE	720.50
EFT23267	19-11-2021	ADVANTAGE ENVIRONMENTAL PEST CONTROL	TERMITE INSPECTION	660.00
EFT23268	19-11-2021	BODDINGTON HARDWARE AND NEWSAGENCY	GLYPHOSATE AND WETTER 1000	5535.86
EFT23269	19-11-2021	EDGE PLANNING & PROPERTY	PLANNING FEES FOR OCTOBER 2021	6435.68
EFT23270	19-11-2021	BODDINGTON CRICKET CLUB	COORDINATION OF OVERFLOW CAMPING RODEO WEEKEND	1000.00
EFT23271	19-11-2021	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	29.68
EFT23272	19-11-2021	G FORCE PRINTING & DESIGN (FORMERLY DRUM PRINT)	BUSINESS CARDS - CARA RYAN	154.00
EFT23273	19-11-2021	ATF BODPROP UNIT TRUST BODIGA PTY LTD	PURCHASES FOR THE MONTH OF OCTOBER 2021	560.04
EFT23274	19-11-2021	BUNBURY TRUCKS	REPAIRS TO HINO TIPPER	1152.50

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23275	19-11-2021	SIGNCRAFT VISUAL MANDURAH	SIGNAGE	444.73
EFT23276	19-11-2021	SUPERSEALING PTY LTD	CRACK SEAL AND TRAFFIC MANAGEMENT	22466.29
EFT23277	19-11-2021	LOREN BOBBIE BRYANT	ITEMS FOR CHILDREN'S WEEK AT THE LIBRARY	332.49
EFT23278	19-11-2021	NOLA LLOYD	REIMBURSEMENT FOR LOVLIEST ROSE ART COUNCIL COMPETITION	10.00
EFT23279	19-11-2021	AFGRI EQUIPMENT AUSTRALIA PTY LTD	PARTS FOR MOWER	270.99
EFT23280	19-11-2021	VOLT AIR PTY LTD	TESTING AND TAGGING OF APPLIANCES	410.00
EFT23281	19-11-2021	ZIRCODATA PTY LTD	STORAGE FEES FOR JUNE 2021	91.22
EFT23282	19-11-2021	DEPARTMENT OF LOCAL GOVERNMENT, SPORT AND CULTURAL INDUSTRIES	LGSP FEES FOR 2021	4057.73
EFT23283	19-11-2021	INSTANT PRODUCTS HIRE	PORTA LOO HIRE RODEO WEEKEND	489.81
EFT23284	19-11-2021	ACCESS LIFE	STRENGTH FOR LIFE COACH FEES OCTOBER 2021	380.00
EFT23285	19-11-2021	RETRO ROADS	INSTALLATION OF PAVEMENT MARKING ON MAIN STREET	9074.69
EFT23286	19-11-2021	INTEGRAL STEEL	REPAIRS TO TORO MOWER	300.00
EFT23287	19-11-2021	DOMINIC CARBONE AND ASSOCIATES	CONSULTANCY SERVICES FOR OCTOBER 2021	143.00

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23288	19-11-2021	ATF BODPROP UNIT TRUST BODIGA PTY LTD	PURCHASES FOR SEPTEMBER 2021	195.82
EFT23289	19-11-2021	STEVEN TWEEDIE	CONSULTANCY SERVICES OCTOBER 2021	462.00
EFT23290	19-11-2021	BODDINGTON BAKEHOUSE	RUSTY CAMP CAFE SUPPLIES	17.50
EFT23291	19-11-2021	PFD FOOD SERVICES PTY LTD	RUSTY CAMP CAFE SUPPLIES	840.63
EFT23292	19-11-2021	OXTER SERVICES	Cemetery work for burial	2420.00
EFT23293	19-11-2021	BODD CONSULT	RUSTY CAMP CAFE SUPPLIES	10.00
EFT23294	19-11-2021	ACTIVE GAMES & ENTERTAINMENT	CHRISTMAS CELEBRATION ENTERTAINMENT	1065.00
EFT23295	19-11-2021	MAX AND CLAIRE PTY LTD TRADING AS ERGOLINK	OFFICE FURNITURE	480.22
EFT23296	19-11-2021	JADE LOUISE COBBOLD	REIMBURSEMENT FOR POLICE CLEARANCE	57.60
EFT23297	19-11-2021	BODDINGTON GOLF CLUB	RODEO WEEKEND COORDINATION OF OVERFLOW CAMPING AND MOWING	5866.00
EFT23298	19-11-2021	BODDINGTON DISTRICT HIGH SCHOOL	DONATION TOWARDS BOOK AWARD	50.00
EFT23299	19-11-2021	CUTTING EDGES EQUIPMENT PARTS PTY LTD	TOOTH SCARIFIER	375.41
EFT23300	19-11-2021	GREG DAY MOTORS	FUEL FOR OCTOBER 2021	12992.01

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23301	19-11-2021	A & P REID CONTRACTING	HIRE OF TIPPER TRUCK	6765.00
EFT23302	26-11-2021	I SWEEP TOWN & COUNTRY	SWEEPING OF TOWN	1782.00
EFT23303	26-11-2021	J M SALES	PARTS FOR POLE SAW	90.65
EFT23304	26-11-2021	COURIER AUSTRALIA TOLL IPEC	COURIER CHARGES	791.00
EFT23305	26-11-2021	SIGNCRAFT VISUAL MANDURAH	BANNERS - BODDINGTON CHRISTMAS CELEBRATION	748.00
EFT23306	26-11-2021	SHERIDAN'S	NAME BADGE	42.85
EFT23307	26-11-2021	DAVID BINNS	CONTRIBUTION TOWARDS PHONE ACCOUNT	60.00
EFT23308	26-11-2021	QUEST INNALOO	TRELLIS TRAINING COURSE	975.00
EFT23309	26-11-2021	RETRO ROADS	LINE MARKING	1046.10
EFT23310	26-11-2021	REGIONAL FIRE & SAFETY	SERVICING OF FIRE EQUIPMENT	2804.45
EFT23311	26-11-2021	JEFF ATKINS	REIMBURSEMENT FOR PHONE AND UNIFORM	169.00
EFT23312	26-11-2021	DARREN LONG CONSULTING	CONSULTANCY SERVICES FOR OCTOBER 2021	6149.00
EFT23313	26-11-2021	BODDINGTON BAKEHOUSE	RUSTY CAMP CAFE SUPPLIES	61.50

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
EFT23314	26-11-2021	BODD CONSULT	RUSTY CAMP CAFE SUPPLIES	40.00
EFT23315	26-11-2021	TRAFFIC SYSTEMS WEST	TRAFFIC CONTROL PRODUCTS	1093.40
EFT23316	26-11-2021	AVON WASTE	RUBBISH SERVICES NOVEMBER 2021	7628.29
EFT23317	26-11-2021	BODDINGTON STORE	STATIONERY ITEMS FOR OCTOBER 2021	321.80
EFT23318	26-11-2021	A & P REID CONTRACTING	HIRE OF TIPPER	18018.00
DD14257.1	04-11-2021	WESTNET	INTERNET CHARGES POOL	59.95
DD14257.2	04-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1258.65
DD14258.1	03-11-2021	NATIONAL AUSTRALIA BANK	TRANSACTION FEE	16.75
DD14258.2	03-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	7180.70
DD14259.1	02-11-2021	PRINTSYNC BUSINESS SOLUTIONS	COPIER CHARGES RECEPTION	1125.85
DD14259.2	02-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1952.95
DD14260.1	01-11-2021	WESTNET	INTERNET CHARGES MEDICAL CENTRE	39.95
DD14260.2	01-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	789.15

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
DD14260.3	01-11-2021	SYNERGY	ELECTRICITY CHARGES VARIOUS	71.08
DD14260.4	01-11-2021	KLEENHEAT GAS	CYLINDER SERVICE FEE	764.18
DD14260.5	01-11-2021	TELSTRA	MOBILE PHONE CHARGES SES	163.63
DD14267.1	05-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	936.30
DD14268.1	08-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2121.40
DD14268.2	08-11-2021	SYNERGY	ELECTRICITY CHARGES VARIOUS	3423.82
DD14268.3	08-11-2021	TELSTRA	MOBILE PHONE CHARGES VARIOUS	1015.97
DD14275.1	10-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2586.70
DD14276.1	09-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2639.05
DD14276.2	09-11-2021	SYNERGY	ELECTRICITY CHARGES VARIOUS	1727.28
DD14278.1	11-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2163.40
DD14283.1	15-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	175.60
DD14284.1	12-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1538.20

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
DD14286.1	16-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	684.05
DD14292.1	17-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	740.35
DD14292.2	17-11-2021	TELSTRA	PHONE CHARGES SES LANDLINES	195.89
DD14293.1	18-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1616.80
DD14299.1	23-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	288.60
DD14299.2	23-11-2021	SYNERGY	ELECTRICITY CHARGES VARIOUS	501.93
DD14300.1	22-11-2021	BOC GASES BOC ACCOUNT PROCESSING	GAS CONTAINER FEES	56.03
DD14300.2	22-11-2021	WATER CORPORATION	WATER CHARGES VARIOUS	837.50
DD14300.3	22-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	736.75
DD14300.4	22-11-2021	SYNERGY	ELECTRICITY CHARGES VARIOUS	3238.22
DD14300.5	22-11-2021	TELSTRA	PHONE CHARGES EHO RESIDENCE	39.83
DD14301.1	19-11-2021	WATER CORPORATION	WATER CHARGES DCCS RESIDENCE	5039.51
DD14301.2	19-11-2021	SYNERGY	ELECTRICITY CHARGES VARIOUS	3814.45

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
DD14301.3	19-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	2848.65
DD14306.2	25-11-2021	WATER CORPORATION	WATER CHARGES VARIOUS	1778.31
DD14306.3	25-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1191.00
DD14306.4	25-11-2021	SYNERGY	ELECTRICITY CHARGES VARIOUS	256.86
DD14307.1	24-11-2021	WATER CORPORATION	WATER CORPORATION VARIOUS	10483.51
DD14307.2	24-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	1500.85
DD14312.1	29-11-2021	WESTERN AUSTRALIAN TREASURY CORPORATION	LOAN 107 PRINCIPAL & INTEREST	26772.22
DD14312.2	29-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	691.80
DD14312.3	29-11-2021	SYNERGY	ELECTRICITY CHARGES VARIOUS	496.32
DD14313.1	26-11-2021	WATER CORPORATION	WATER CHARGES VARIOUS	380.67
DD14313.2	26-11-2021	DEPARTMENT OF TRANSPORT	DEPT OF TRANSPORT AGENCY	222.75
DD14313.3	26-11-2021	SYNERGY	31 BANNISTER ROAD OLD MED CENTRE LEASE NEWMONT OPERATING	1496.29
DD14326.1	14-11-2021	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	15565.58

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
DD14328.1	28-11-2021	PRECISION ADMINISTRATION SERVICES PTY LTD	SUPERANNUATION CONTRIBUTIONS	16022.11
DD	29-11-2021	NAB BUSINESS VISA	CREDIT CARD PURCHASES	3685.67
		PETER HAAS		
	11-11-2021	CALTEX (AMPOL) WILLIAMS - FUEL		33.51
	18-11-2021	BUNNINGS - CURTAIN TRACK - ELC		28.00
	22-11-2021	PUMA ENERGY - FUEL		75.17
	22-11-2021	BUNNINGS - SOAP DISPENSERS		244.15
	26-11-2021	MULFORD PLASTICS - SNEEZE GUARD SHIELDS		814.00
		JULIE BURTON		
	01-11-2021	COLES ONLINE - CAFÉ SUPPLIES		257.13
	02-11-2021	EXETEL PTY LTD - NORTH SYDNEY INTERNET PLAN		725.00
	03-11-2021	CROWN PROMENADE PERTH - LG STATE CONFERENCE		172.04
	05-11-2021	DROP BOX - COUNCILLOR INFORMATION		18.69

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
	08-11-2021	SURVEY/MONKEY - ADVANTAGE ANNUAL PLAN		384.00
	10-11-2021	SHIRE OF BODDINGTON - VEHICLE REGISTRATION		342.80
	12-11-2021	COLES ONLINE - CAFÉ SUPPLIES		101.50
	15-11-2021	ADOBE ACROPRO		21.99
	18-11-2021	COLES ONLINE - CAFÉ SUPPLIES		171.31
	24-11-2021	THE FLOWER SHED - COUNCILLOR BEREAVEMENT		70.00
	25-11-2021	COLES ONLINE - CAFÉ SUPPLIES		174.31
	29-11-2021	ADOBE ACROPRO		21.99
		NAB TRANSACTIONS FEES		
	29-11-2021	NAB CARD FEE		18.00
	29-11-2021	NAB INTERNATIONAL TRANSACTION FEES		12.08
		PAYROLL PAYMENTS		
		NAB	NET PAYROLL F/N ENDING 14/11/2021	72314.21

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT
		NAB	NETPAYROLL F/N ENDING 28/11/2021	74367.57
	TOTAL MUNI			\$ 614,171.31
	TOTAL TRUST & MUNI			\$ 614,396.26

ATTACHMENT 8.2.2

ATTACHMENT 8.2.2A LIST OF PAYMENTS NOVEMBER 2021				
CHQ/EFT	DATE	NAME	DESCRIPTION	AMOUNT

8.3 ENVIRONMENTAL HEALTH / BUILDING SERVICES

Nil

8.4 WORKS & SERVICES

Nil

8.5 COMMUNITY SERVICES

8.5.1 LOAF Application – Boddington Basketball Association

File Ref. No:	RCSV008
Applicant:	Boddington Basketball Association
Disclosure of Interest:	Nil
Author:	Economic and Community Development Officer
Attachments:	8.5.5A Application 8.5.5B Installation Quote 8.5.5C Scoreboard Quote 8.5.5D BBA financial Report

Summary

For Council to consider supporting the Boddington Basketball Association (BBA) LOAF request for \$1,500 to assist with the purchase and installation of electronic scoreboards for Court's 1 and 2, Boddington Recreation Centre, Club Drive, Boddington.

Background

The BBA became incorporated and affiliated with Basketball Australia in 2019. The Club started in 2019 with a membership of forty three (43) and has grown to one hundred and three (103) members for the 2021 season.

The Club focuses on upskilling their volunteers with a Basketball WA referee and coaching courses with the view to increase their player numbers and improve the skills of their players.

The Club has a numbers of aims which include:

- Establishing a pathway for local children to progress to State representation level if they desire.
- The Club to play at the State Country Championships.
- Host exhibition matches and Country Week events in the future.

Comment

The original Recreation Centre Committee had always proposed the acquisition of electronic scoreboards for the Centre. The installation of electronic scoreboards will improve the running of competition days and will benefit the Boddington community and surrounding areas for many years.

BBA will be able to use the boards in the summer season and Boddington Netball in the winter. Both groups support this project and will be contributing financially towards it. The scoreboards will also be able to be used by Boddington District High School.

BBA has made application to both Newmont and South32 for financial support for this project. Any deficit will be funded by the BBA association to ensure the project goes ahead.

The BBA has discussed with Shire of Boddington staff to hand the equipment over to the Shire to become part of the infrastructure of the Centre, thereby ensuring it is stored safely and available to all the community.

The total cost of the project is \$15,122. A local business is supporting this project with 'at cost' for installation.

PROJECT RATING - The selection criteria is the basis for the project rating as follows

high recommendation	meets a minimum of 7 of the 8 selection criteria	100% of funds requested are allocated
medium/high recommendation	meets a minimum of 6 of the 8 selection criteria	75% of funds requested are allocated
medium recommendation	meets a minimum of 5 of the 8 selection criteria	50% of funds requested are allocated
not recommended	meets less than 4 of the 8 selection criteria	0% of funds requested are allocated

SELECTION CRITERIA

Criteria met	1. Strongly supports the strategic and community development plan for the Shire <ul style="list-style-type: none"> • support community initiated and owned projects • support community events and activities • develops new recreation and leisure opportunities, and • work in partnership with community groups.
Criteria met	2. Meets one third of total funds basis as LOAF will supply up to one third of the project, with community groups/organisations supplying at least a third of the cash required and the other third to be made of cash or in-kind donation.
Criteria met	3. Is a new initiative or innovative idea for one-off establishment grants or the purchase of new minor equipment to support an existing service; and the project will enhance the provision of new or enhanced local facilities.
Criteria met	4. Sustainable project and sustainable benefits for the community.
Criteria met	5. Originates from an organisation that has not received previous funding through the LOAF program.
Criteria met	6. No previous funding request.
Criteria met	7. Project meets general grant conditions and those specific to their funding program.
Criteria met	8. Relevant grant application form has been satisfactorily completed.
Criteria met	9. Strongly supports the strategic and community development plan for the Shire <ul style="list-style-type: none"> • support community initiated and owned projects • support community events and activities • develops new recreation and leisure opportunities, and • work in partnership with community groups.
Criteria met	10. Meets one third of total funds basis as LOAF will supply up to one third of the project, with community groups/organisations supplying at least a third of the cash required and the other third to be made of cash or in-kind donation.
Criteria met	11. Is a new initiative or innovative idea for one-off establishment grants or the purchase of new minor equipment to support an existing service; and the project will enhance the provision of new or enhanced local facilities.
Criteria met	12. Sustainable project and sustainable benefits for the community.

Criteria met	13. Originates from an organisation that has not received previous funding through the LOAF program.
Criteria met	14. No previous funding request.
Criteria met	15. Project meets general grant conditions and those specific to their funding program.
Criteria met	16. Relevant grant application form has been satisfactorily completed.

Highly Recommended.

Strategic Implications

Our Vision:

A vibrant and connected community, providing employment and lifestyle opportunities and a beautiful natural environment, surprisingly close to the coast and city.

The Shire of Boddington Strategic Community Plan 2019-2029 states:

"Pillar 1: A vibrant and connected community.

1.6 Facilities & services that support lifelong wellbeing.

1.10 Provide opportunities for engagement and connection for those at risk of social isolation (youth, people with a disability, older residents).

1.12 Support opportunities for volunteering and community connection.

Statutory Environment

Nil

Policy Implications

Policy 9.8 – Local Organisation Assistance Fund (LOAF) provides funds to projects conducted by local organisations in the proportion of one third council contribution to two-thirds applicant contribution, up to a maximum of \$1,500 contributed by Council.

Financial Implications

Sufficient funds exist in the 2021/22 Budget to accommodate this request.

Economic Implications

This project provides economic benefit to the local business community of Boddington through couriers, equipment hire and installation.

This infrastructure will give both BBA and Boddington Netball a sense of belonging as well as stability for the ongoing development of the organisation, and the opportunity to forward plan workshops and events for the community as well as the surrounding areas which will have an economic benefit to local businesses.

This infrastructure will help to strengthen and develop the organisation who has a history in the Shire of Boddington.

Social Implications

This organisation provides an important social and recreation service to the community by creating connections between those residents with an interest in basketball and netball, which in turn provides physical and mental health wellbeing.

Environmental Considerations

Nil

Consultation

Consultation has taken place externally with the President of the Boddington Basketball Association and the Boddington Netball Club.

Options

Council may choose to:

1. Approve a donation of up to \$1,500; or
2. Approve a lesser amount; or
3. Determine not to approve a donation.

Voting Requirements

Simple Majority

COUNCIL DECISION – ITEM 8.5.1

COUNCIL RESOLUTION: 137/21

Moved Cr Schreiber

That Council contribute an amount of \$1,500 from LOAF funding to the Boddington Basketball Association for electronic scoreboard at the Boddington Recreation Centre.

Seconded:

Cr Erasmus

Carried: 4/0



Community Groups/Organisations Funding Application Form 2020/2021

Please ensure you have provided information relating to each question. Any unanswered may result in your application not being assessed or a delay in the process.

Any applications received after the due date will not be eligible for consideration.

APPLICANT DETAILS	
Community Group/Organisation	Boddington Basketball Association
Contact person for project	Myles Kelly
Position held	President - BBA
Postal address	P.O. Box 203, Boddington 6390
Office Hours Telephone	Mobile 0417 927 202
Email address	presidentboddball@outlook.com
Incorporation status	Incorporated Yes
Australian Business Number	ABN 19 107 937 551
Are you registered for GST?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If no ABN a Statement by Supplier Form must be completed	Yes <input type="checkbox"/> No <input type="checkbox"/>
Total amount requested	\$1500.00
Economic & Community Development Officer Contacted	Yes Date contacted 23/11/21

FUNDING SUMMARY

Applicant Cash Contribution	\$ 1661.00
Applicant In Kind Contribution	\$ 300.00
Other Cash contribution (specify)	\$ 11 661.00
SUB TOTAL	\$ 13 622.00
REQUEST FROM COUNCIL	\$ 1 500.00
TOTAL PROJECT COST	\$ 15 122.00

Please ensure that you have filled the Budget Breakdown located on the last page of this document out correctly prior to returning your application to the Shire of Boddington for assessment. Failure to do so may result in your application being unsuccessful in this funding round.

c:\users\ea\appdata\local\microsoft\windows\inetcache\content.outlook\yux3lk8l\application 2020-2021.docx

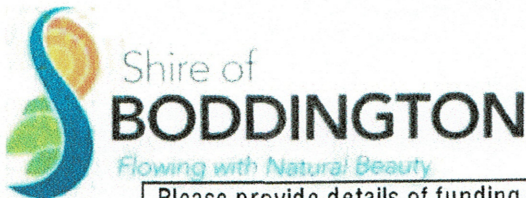
**Community Groups/Organisations Funding
Application Form
2020/2021**

BACKGROUND	<p>Please provide some background information on your group/organisation and your event/project. Please include group/organisation membership numbers, growth of club, current projects.</p> <p>Boddington Basketball Assoc. (BBA) was affiliated with BWA, and incorporated in 2019. There have been ongoing discussions between BBA and Netball to purchase scoreboards for the two courts at the Bodd. Recreation Centre. BBA committee for the 2021/2022 basketball season has made this project our priority.</p> <p>We have grown from 43 players and volunteers in 2019 to 103 players in 2021. We are focussed on upskilling our volunteers with BWA referee and coaching courses with the view to increase our player numbers, and improve the skills of our players.</p> <p>We want to establish a pathway for our local kids to progress to state representative level. We would like to see our club play at the state country championships.</p> <p>Installing scoreboards at our courts improves the running of our competition days, and improves our players and volunteers for competitions at other recreation centres.</p>
PROJECT OUTLINE	<p>Please give a detailed outline of your event/project.</p> <p><u>Nov 21</u> - Research scoreboards - Quotes on scoreboards / installation - Meet with Shire - Apply for funding.</p> <p><u>Dec 21</u> - Funding application approvals - Order scoreboards.</p> <p><u>Feb 22</u> - Installation of Scoreboards - Use of scoreboards for term 1 basketball - Recognition of funding contributors.</p>
PROJECT BENEFITS	<p>Please provide a summary of who will benefit from your project.</p> <p>The scoreboards we have researched and chosen will benefit basketball in the summer months and Netball in the winter. The School community and the wider Boddington community will also benefit from having state of the art scoreboards installed at the Rectr. Boddington can be eligible to host country week events or host exhibition matches in the future. The scoreboard technology will benefit the whole community for many years to come.</p>

**Community Groups/Organisations Funding
Application Form
2020/2021**

How has the need for your project been identified?	There are no scoreboards at the Rec Centre, and no plan that we are aware of for acquiring score boards. Score boards were proposed by the original Rec. Centre committee. Basketball and Netball value this project.
Who is your target market? <input checked="" type="checkbox"/> Children/Youth <input checked="" type="checkbox"/> Seniors <input checked="" type="checkbox"/> Aboriginal/ Torres Straight Islanders <input checked="" type="checkbox"/> Culturally diverse backgrounds <input checked="" type="checkbox"/> People with a disability <input type="checkbox"/> No specific group <input type="checkbox"/> Other	Please explain. The primary focus of this project is for the immediate use by the basketball and netball clubs for junior and senior members. We can see the wider community and school community benefitting from this infrastructure in the future as well.
Have you developed a management plan for your event/project? If so please attach a copy with this application.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> We will develop a plan in consultation with the Shire to store equipment safely and hand over equipment to relevant clubs at the start of each season.
Have you considered the needs of the whole community of Boddington? For example, does the event not clash with other events occurring, are the selected times best meeting the needs of your identified group etc.	Please explain. We believe that these scoreboards will become part of the infrastructure at the Rec. Centre, and will be part of the shire facilities to be used and enjoyed by the whole community well into the future.
How will your event/project positively impact on the community of Boddington? <ul style="list-style-type: none"> • Socially • Economically 	Please explain Scoreboards at indoor sport events attract more spectators and create a fun, competitive atmosphere for both players and spectators.
Has your group received funding from the Shire in the last 3 years?	Please give details No.
Who will be responsible for deficient funding, and how will it be funded?	Boddington Basketball Association will make up any deficient funding through fundraising or sponsorship and cash reserves (allocated to uniforms). We are committed to completing the project this season.

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Community Groups/Organisations Funding Application Form 2020/2021

Please provide details of funding applications made to other organisations and their response.	<ul style="list-style-type: none"> • Applied for \$5000 South 32 • Applied for \$5000 Newmont • Netball has committed \$1661 plus willing to increase contribution if funding is deficient.
How does your group propose to acknowledge the Shire of Boddington for their contribution?	We will invite the Shire the unveiling on a game day after installation. We will acknowledge the Shire on social media and in the community newsletter post unveiling.
Project Commencement Date	Nov 21 - Feb 2022.
Project Completion Date	

Supporting Documentation

The following must be included with this application:

- Locality, site and design specifications for projects
- Program/ Advertising for events
- An itemised project cost
- Confirmation of financial commitments applied for from other sources
- Current bank statement of club or group applying for funding

Declaration by applicant

I, the undersigned, certify that I have been authorised to submit this application and that the information contained herein is to the best of my knowledge true and correct. I understand that I will be required to lodge an acquittal before funds can be paid to my organisation, and that this must happen within 3 months of my event/project.

Name: Myles Kelly

Position: President - Boddington Basketball Association

Date: 28/11/21

Signature: M Kelly

**In Kind – the monetary value of the in-kind contributions. That is a non cash input to the project which can be given a dollar value such as unpaid volunteer time, the use of club equipment not being charged back to the club, free use of facility etc.*

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**Community Groups/Organisations Funding
Application Form
2020/2021**

BUDGET

INCOME	\$	EXPENDITURE	\$
Applicant Contribution		Blue Vane 'Millennium'	
Boddington Basketball	\$1661	Scoreboard Court 1	\$661
		Blue Vane 'Millennium'	
		Scoreboard Court 2	\$661
Sponsorship		Forklift to unload	\$300
		(2 hours)	
		Installation - Volt Air	\$1600
Other Grants (please list)			
South 32 Grant	\$5000		
Newmont Grant	\$5000		
Other Income (please list)			
Boddington Netball Club	\$1661		
In-kind			
Forklift Hire	\$300		
by Committee			

LOAF AMOUNT REQUESTED**\$1500****TOTAL EXPENDITURE****\$15,122****TOTAL INCOME****\$15,122**



QUOTE

Boddington Basketball Club

Date
21 Nov 2021
Expiry
21 Dec 2021
Quote Number
QU-2316
ABN
61 612 160 326

Volt Air Pty Ltd - (AU41247, EC12395)
PO Box 124
BODDINGTON WA 6390
AUSTRALIA
M: 0438903621

Description	Quantity	Unit Price	GST	Amount AUD
Installation of two new scoreboards at Boddington Basket Ball Grounds (includes 1G 10A power point for each board)	1.00	1,600.00	10%	1,600.00
(Please note that whilst we are not able to attend to the above work on a pro bono basis, we are however only charging the work at cost price)				
INCLUDES GST 10%				145.45
TOTAL AUD				1,600.00

Terms

- Quotation is only valid for the above mentioned work
- It is the customers responsibility to check the quotation is accurate and reflects the work required to be done
- Volt Air Pty Ltd having unimpeded access to the premises during normal business hours when required. Obstructions hindering the work of the tradesperson (such as, but not limited to, furniture or machinery) may require the tradesperson to spend more time than initially anticipated. Any additional time needing to be spent, will be added to the final invoice issued.
- Quotation does not encompass any rectification work required as a result of any non disclosure of any building structural issues impacting the job so as to require additional labour and/ or materials (whether building structural issues were previously known by customer or not). If any other unforeseen issues arise requiring additional materials and/or labour, the customer will be notified and any additional costs added to the final invoice.
- Existing wiring does not require work and complies with minimum legal requirements
- Switchboard does not require rewiring, modification or upgrading
- No existing RCDs or circuit breakers are required to be replaced
- No asbestos is required to be disturbed
- Except where detailed, builders work (creating of holes larger than 50mm diameter, creating of support structures, plastering work, modifying cavities etc) is not included
- The customer is deemed to have read, understood and agreed to these terms by acceptance of this quotation

BLUE VANE SCOREBOARDS PTY LTD

17/513 MAROONDAH HWY RINGWOOD VIC 3134 AUSTRALIA

(03) 9870 9331 SCOREBOARDS@BLUEVANE.COM.AU

ABN 92 613 100 422



Q211023

Attn: Myles Kelly

Boddington Basketball Association Inc.

Wednesday, 20 October 2021

Dear Myles,

Further to your request for information and prices on our scoreboard models, we are pleased to supply the following.

Millennium

The Millennium is Australia's most popular scoreboard. It features:

- 1525 x 900 size
- High brightness 200mm LED digits
- Displays the game time count-down in minutes and seconds
- Scores up to 199
- Team fouls up to 9
- Game period and time-outs in 100mm digits
- Siren to sound at the conclusion of the preset time
- Supplied with our K3 control panel which includes an LCD of all scoreboard functions



Millennium



K3 Control Panel



Super Champ

The Super Champ features:

- 1200 x 900 size
- High brightness 150mm LED digits
- Displays the game time count-down in minutes and seconds
- Scores up to 199
- Team fouls up to 9
- Time-outs in 100mm digits
- Siren to sound at the conclusion of the preset time
- Supplied with our K2 control panel



Super Champ



K2 controller



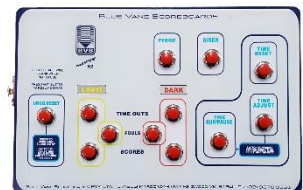
Prices

Model	Digit Size	Scoreboard Size	Price
Millennium	200mm/100mm	1525 x 900mm	\$4,990 plus GST
Super Champ	150mm/100mm	1200 x 900mm	\$3,990 plus GST

Control Panel Options

Our scoreboards are available with these controller options:

1. Plug in. This option gives the fastest operation and is most suited to scoreboards with shot clocks. These control panels feature large toggle switch operation for game timer and shot clock, enabling the operator to keep their eyes on the game at all times.
2. Desktop wireless. This controller is completely wireless and operates from an easily-changeable 9V battery with flat battery indicator. This option is best suited to stadiums where cable and plug damage is common. The timing toggle switches are replaced with press-on/press-off buttons for this system. **This option is an additional \$390 plus GST.**



Crating and freight

1 x Millennium scoreboard

Crating:	\$120 plus GST
Freight to Boddington WA:	\$510 plus GST (for forklift unload), or
Freight to Boddington WA:	\$690 plus GST (delivery on a tail lift truck for the driver to unload)

1 x Super Champ scoreboard

Crating:	\$100 plus GST
Freight to Boddington WA:	\$360 plus GST (for forklift unload), or
Freight to Boddington WA:	\$590 plus GST (delivery on a tail lift truck for the driver to unload)

Delivery must be to a business address.

Total Prices

1 x Millennium scoreboard, wireless control panel

Item	Price
Millennium scoreboard with control panel	\$4,990
Upgrade to Phantom wireless control panel	\$390
Crating	\$120
Freight to Boddington WA (fork lift unload)	\$510
Sub-total	\$6,010
GST	\$601
TOTAL	\$6,611

Total Prices

1 x Super Champ scoreboard, wireless control panel

Item	Price
Super Champ scoreboard with control panel	\$3,990
Upgrade to Phantom wireless control panel	\$390
Crating	\$100
Freight to Boddington WA (fork lift unload)	\$360
Sub-total	\$4,840
GST	\$484
TOTAL	\$5,324

Availability

These scoreboards are manufactured in our Ringwood factory and are available in:

Vanquish:	7 - 8 weeks
Millennium:	3 - 4 weeks
Super Champ:	3 - 4 weeks
Little Champ:	3 - 4 weeks

Installation by others

Our scoreboards are designed for ease of installation, featuring swing-open front panels, rear mounting points, and signal cable with quick-connectors to avoid the need for soldering. These scoreboards are commonly installed by maintenance departments or electricians. We can provide over the phone advice.

Please Note

- All prices quoted **include the operator's control panels.**
- Blue Vane products are covered by a two year conditional warranty.
- Prices quoted do not include GST which would be additional.
- Prices are FOB ex-factory and installation is not included unless specifically quoted otherwise.

We trust that this information will meet with your approval and look forward to your further communication on this matter.

Best regards,

Peter Liistro

Boddington Basketball Association Incorporated



2020/21 Financial Report

	2021/2022	2020/2021	2019/2020
<u>Revenue</u>	Current	Actuals	Actuals
Player Registrations	\$3,105.29	\$1,591.03	\$451.67
Bank Interest	\$1.00	\$0.00	\$0.00
Shire of Boddington	\$0.00	\$696.25	\$0.00
Cash Deposit - TBA	\$0.00	\$434.00	\$0.00
TOTAL	\$3,106.29	\$2,721.28	\$451.67
<u>Less Expenses</u>			
Annual Affiliation Fee	\$77.00	\$77.00	\$0.00
Bank Fees - Square	\$0.02	\$0.00	\$0.00
Equipment	\$0.00	\$1,701.71	\$771.16
TOTAL	\$77.02	\$1,778.71	\$771.16
Net Profit/Loss	\$3,029.27	\$942.57	(\$319.49)
<u>Add</u>			
Opening Surplus	\$5,395.17	\$4,452.60	\$4,772.09
Closing Surplus	\$8,424.44	\$5,395.17	\$4,452.60

8.5.2 LOAF Application – Boddington Football Club

File Ref. No: RCSV008
Applicant: Boddington Football Club
Disclosure of Interest: Nil
Author: Economic and Community Development Officer
Attachments: 8.5.2 Application and Trade Quote

Summary

For Council to approve the Boddington Football Club's (BFC) request under the Local Organisational Assistance Fund (LOAF) for \$1,500, to assist with the purchase and installation of safety nets for the southern end of the oval, Club Drive, Boddington.

Background

The BFC was established in 1955 with an average of one hundred and twenty (120) members per year as well as a large number of supporters. The BFC has a long established history in Boddington and is supported by all ages of the community, creating a large social connection for all of the local residents and surrounding districts.

The Club supports the skill development of young people and their progression through the football participation pathway.

Comment

The BFC erected safety nets on the northern end of the oval six (6) years ago and are now seeking to do the same on the southern end.

The nets will help with a number of issues:

- Safety of children running in front of cars when participating in ball activities,
- Safety for residents watching the game,
- Keeping the football within the football grounds, and
- Protection of cars parked behind the nets from being hit by footballs.

PROJECT RATING - The selection criteria is the basis for the project rating and would be assessed as follows.

high recommendation	meets a minimum of 7 of the 8 selection criteria	100% of funds requested are allocated
medium/high recommendation	meets a minimum of 6 of the 8 selection criteria	75% of funds requested are allocated
medium recommendation	meets a minimum of 5 of the 8 selection criteria	50% of funds requested are allocated
not recommended	meets less than 4 of the 8 selection criteria	0% of funds requested are allocated

SELECTION CRITERIA

Criteria met	1. Strongly supports the strategic and community development plan for the Shire <ul style="list-style-type: none"> • support community initiated and owned projects • support community events and activities • develops new recreation and leisure opportunities, and • work in partnership with community groups.
Criteria met	2. Meets one third of total funds basis as LOAF will supply up to one third of the project, with community groups/organisations supplying at least a third of the cash required and the other third to be made of cash or in-kind donation.
Criteria met	3. Is a new initiative or innovative idea for one-off establishment grants or the purchase of new minor equipment to support an existing service; and the project will enhance the provision of new or enhanced local facilities.
Criteria met	4. Sustainable project and sustainable benefits for the community.
Criteria not met	5. Originates from an organisation that has not received previous funding through the LOAF program.
Criteria not met Previous requests 2009 and 2014	6. No previous funding request.
Criteria met	7. Project meets general grant conditions and those specific to their funding program.
Criteria met	8. Relevant grant application form has been satisfactorily completed.

The request meets the medium to high recommendation. It is the officer's recommendation that 100% of the funds are allocated.

Strategic Implications

Our Vision:

A vibrant and connected community, providing employment and lifestyle opportunities and a beautiful natural environment, surprisingly close to the coast and city.

The Shire of Boddington Strategic Community Plan 2019-2029 states:

"Pillar 1: A vibrant and connected community.

1.6 Facilities & services that support lifelong wellbeing.

1.10 Provide opportunities for engagement and connection for those at risk of social isolation (youth, people with a disability, older residents).

1.12 Support opportunities for volunteering and community connection.

Statutory Environment

Nil

Policy Implications

Policy 9.8 – Local Organisation Assistance Fund (LOAF) provides funds to projects conducted by local organisations in the proportion of one third council contribution to two-thirds applicant contribution, up to a maximum of \$1,500 contributed by Council.

Financial Implications

Sufficient funds exist in the 2021/22 Budget to accommodate this request.

Economic Implications

Participants and visitors at both training and games held during the football season provide economic benefit to the local business community of Boddington.

This infrastructure will help to strengthen and develop the organisation who has a long history in the Shire of Boddington.

Social Implications

This organisation provides an important social and recreation service to the community by creating connections between those residents with an interest in football, which in turn provides physical and mental health wellbeing.

Environmental Considerations

Nil

Consultation

Consultation has taken place with the Vice President and Committee members of the Boddington Football Club.

Options

Council may choose to:

1. Approve a donation of up to \$1,500; or
2. Approve a lesser amount; or
3. Determine not to approve a donation.

Voting Requirements

Simple Majority

COUNCIL DECISION – ITEM 8.5.2

COUNCIL RESOLUTION: 138/21

Moved Cr Webster

That Council contribute an amount of \$1,500 from LOAF funding to the Boddington Football Club for safety nets at the Boddington Oval.

Seconded: Cr

Schreiber

Carried: 4/0

**Community Groups/Organisations Funding
Application Form
2020/2021**

Our reference: ADM0261

Please read the Community Groups/Organisations Funding Policy before completing this application. Appropriate supporting documentation must be attached with this application.

Queries should be directed to:

WHO TO CONTACT

Economic and Community Development Officer – Leanne Bryant
T 08 9883 4115
E ecdo@boddington.wa.gov.au

Interested parties are encouraged to contact the Shire, to discuss ideas for your project please contact:

W www.boddington.wa.gov.au
f <https://www.facebook.com/SOBoddington/>
Shire of Boddington
39 Bannister Road
BODDINGTON WA 6390

Applications will be accepted from:

- Not-for-profit organisations that are based in the Shire of Boddington
- Other applicants who have a proven track record in community support and events

Applications will not be accepted from:

- Individuals seeking support
- Fundraising for third parties
- Academic studies and conference registrations
- Religious and political purposes
- Commercial or advertising requests
- Salaries or overheads
- Activities that contribute to the financial gain of an individual or a business
- Activities considered hazardous or dangerous
- Multi-year activities
- Activities that cannot demonstrate broader community support and participation or required approvals

Due to the high number of applications received, adherence to the guidelines above does not guarantee support from the Shire of Boddington. The Shire retains absolute discretion over its community support program.



Community Groups/Organisations Funding Application Form 2020/2021

Please ensure you have provided information relating to each question. Any unanswered may result in your application not being assessed or a delay in the process.

Any applications received after the due date will not be eligible for consideration.

APPLICANT DETAILS	
Community Group/Organisation	Boddington Football Club
Contact person for project	Brad Hardie
Position held	Vice President
Postal address	RMB 826 Williams WA 6391
Office Hours Telephone	Mobile 0427 841035
Email address	bardyrubelive.com.au
Incorporation status	Incorporated Yes
Australian Business Number	ABN 30009259447
Are you registered for GST?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
If no ABN a Statement by Supplier Form must be completed	Yes <input type="checkbox"/> No <input type="checkbox"/>
Total amount requested	
Economic & Community Development Officer Contacted	Date contacted 26/11/21

FUNDING SUMMARY

Applicant Cash Contribution	\$ 10,000
Applicant In Kind Contribution	\$ 1,500 & materials in labour
Other Cash contribution (specify)	\$ 11,500
SUB TOTAL	\$
REQUEST FROM COUNCIL	\$
TOTAL PROJECT COST	\$

Please ensure that you have filled the Budget Breakdown located on the last page of this document out correctly prior to returning your application to the Shire of Boddington for assessment. Failure to do so may result in your application being unsuccessful in this funding round.



Community Groups/Organisations Funding Application Form 2020/2021

<p>How has the need for your project been identified?</p>	<p>Danger of a football hitting people & damaging cars.</p>
<p>Who is your target market?</p> <p><input type="checkbox"/> Children/Youth</p> <p><input type="checkbox"/> Seniors</p> <p><input type="checkbox"/> Aboriginal/ Torres Straight Islanders</p> <p><input type="checkbox"/> Culturally diverse backgrounds</p> <p><input type="checkbox"/> People with a disability</p> <p><input type="checkbox"/> No specific group</p> <p><input type="checkbox"/> Other <i>Spectators</i></p>	<p>Please explain.</p> <p><i>Spectators & their cars can be hit by a football going through the goal posts into the crowd</i></p>
<p>Have you developed a management plan for your event/project? If so please attach a copy with this application.</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p><i>Boddington Football Club Constitution & rules of engagement</i></p>
<p>Have you considered the needs of the whole community of Boddington? For example, does the event not clash with other events occurring, are the selected times best meeting the needs of your identified group etc.</p>	<p>Please explain.</p> <p><i>The football has been established for many years & is under the Bandy Football League's rules</i></p>
<p>How will your event/project positively impact on the community of Boddington?</p> <ul style="list-style-type: none"> <input type="checkbox"/> Socially <input type="checkbox"/> Economically 	<p>Please explain</p> <p><i>Socially, football is a major factor in the life of the community</i> <i>Economically helps youth</i></p>
<p>Has your group received funding from the Shire in the last 3 years?</p>	<p>Please give details</p> <p><i>No</i></p>
<p>Who will be responsible for deficient funding, and how will it be funded?</p>	<p><i>Brad Hardie, VP of BFC</i> <i>BFC funds</i></p>

**Community Groups/Organisations Funding
Application Form
2020/2021**

BACKGROUND	<p>Please provide some background information on your group/organisation and your event/project. Please include group/organisation membership numbers, growth of club, current projects.</p> <p>Boddington Football Club is a local sporting body established in 1955 with on average 120 members per year & the same amount of supporters following the sport.</p>
PROJECT OUTLINE	<p>Please give a detailed outline of your event/project.</p> <p>The project we are applying for funds for is to put up goal nets for the southern end of oval to match existing nets on the northern side of oval which we did 6 yrs ago.</p>
PROJECT BENEFITS	<p>Please provide a summary of who will benefit from your project.</p> <p>The benefits of this project is a safety issue with children who are participating in ball activities not running out into oncoming traffic</p>



Community Groups/Organisations Funding Application Form 2020/2021

BUDGET

INCOME	£	EXPENDITURE	£
Applicant Contribution			
Labour & materials	1,500		
Retting	7,600		
BFC	2,600		
Sponsorship			
Gary Gillespie			
(equipment)			
South 32	\$5000		
Other Grants (please list)			
Nil			
Other Income (please list)			
Nil			
In-kind			
Labour material			
& trade knowledge			

LOAF AMOUNT REQUESTED

TOTAL EXPENDITURE

TOTAL INCOME

**Community Groups/Organisations Funding
Application Form
2020/2021**

Please provide details of funding applications made to other organisations and their response.	
How does your group propose to acknowledge the Shire of Boddington for their contribution?	
Project Commencement Date Project Completion Date	

Supporting Documentation

The following must be included with this application:

- Locality, site and design specifications for projects
- Program/ Advertising for events
- An itemised project cost
- Confirmation of financial commitments applied for from other sources
- Current bank statement of club or group applying for funding

Declaration by applicant

I, the undersigned, certify that I have been authorised to submit this application and that the information contained herein is to the best of my knowledge true and correct. I understand that I will be required to lodge an acquittal before funds can be paid to my organisation, and that this must happen within 3 months of my event/project.

Name: *Bradley Hardie*

Position: *Vice President*

Date:

Signature: *B3 Hardie*

**In Kind –the monetary value of the in-kind contributions. That is a non cash input to the project which can be given a dollar value such as unpaid volunteer time, the use of club equipment not being charged back to the club, free use of facility etc.*

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Boddington Hardware & Newsagency

15 Johnstone Street
Boddington
WA 6390
A.B.N. 76 163 258 026
Phone: (08) 9883 8006
Fax: (08) 9883 9226



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Page: 1

Boddington Football Club
PO Box 169

BODF

Deliver To
Jason Haughie

BODDINGTON WA 6390
Phone: 98839097 Fax:

TRADE QUOTE

Quote No: 15716 Operator: Will

Expiry Date: 30/12/2021 Processed: 26/11/2021

Code	Description	Qty	Unit	Price	Discount	Amount
105106	RF52 REINFORCING FABRIC RIBBED	6.00	EA	\$118.10		\$708.60
SOG5065	SOG BAR CHAIRS 50/65 PK 100	1.00	EA	\$51.50		\$51.50
9319003600218	BLACK PLASTIC / BUILDERS FILM 4M PER 50M ROLL	2.00	RL	\$157.00		\$314.00

ATTACHMENT 8.5.2

Total:

\$1,074.10

Comments:

INC GST

\$97.65

8.5.3 Community Grant Program

File Ref. No:	TBA
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Coordinator Community and Economic Development
Attachments:	8.5.3A Community Grant Program Policy

Summary

Council is requested to adopt the Community Grant Program Policy to replace the Local Organisation Assistance Fund (LOAF) Policy.

Background

The LOAF Policy was adopted by Council in 2015 and has been presented to Council for review a number of times as a part of the annual review of policies. A major review of LOAF is considered beneficial to ensure its continuing relevance and benefit to Boddington.

Comment

The Community Grant Program Policy has been developed with intent of providing a more accessible funding opportunity to the community. The key changes from the previous policy are proposed to be:

- Increasing the maximum funding amount per organisation (per financial year) from \$1,500 to \$2,000;
- Increasing the Council's contribution from a maximum of 33% (one third) to a maximum of 75%. This will allow the grant to be accessed by organisations who are not able to fund 66% (two thirds) of a project;
- Recognising in-kind and volunteer labour as eligible components of the total project cost;
- Implementing eligibility criteria to ensure projects align with the priority areas articulated within the Shire of Boddington Strategic Community Plan; and,
- Expanding the scope of eligible organisations by removing restrictions on for-profit organisations (including local businesses) from delivering projects of community benefit that are outside of scope of the Business Assistance Grant (BAG).

The revised Policy continues to:

- Provide three grant rounds per year;
- Safeguard funding for community benefit by identifying ineligible items for funding; and,
- Require acknowledgement of the Shire of Boddington's contribution.

Statutory Environment

Nil

Consultation

No formal consultation has been undertaken around this item. Following approval of the Policy, a launch of the re-branded Community Grant Program will be arranged.

Policy Implications

Policy 09.8 Local Organisation Assistance Fund is the current policy relating to this matter.

Financial Implications

The funding will continue to be sourced from the current LOAF Reserve. The change will only have a financial impact if the applications exceed the amount contained in the Reserve.

Economic Implications

Expanding the scope of eligible organisations by removing restrictions on for-profit organisations (including local businesses) from delivering projects of community benefit that are outside of scope of the Business Assistance Grant (BAG). These projects may include opportunities to support community-led progression of the economic goals expressed in the Shire of Boddington Strategic Community Plan, including opportunities to activate the Town Centre, implement placemaking initiatives or events, to increase foot traffic.

Social Implications

The revised Community Grant Program Policy demonstrates clearer alignment with the priorities outlined in the Shire of Boddington Strategic Community Plan to ensure projects are supported by an evidenced need. Previously this was defined as keeping in the 'spirit of LOAF' which is non-specific.

Environmental Considerations

Nil

Strategic Implications

Pillar 1 A vibrant and connected community

Outcome 1.6 Support and diversify recreational activities for people of all ages and abilities.
Outcome 1.10 Provide opportunities for engagement and connection for those at risk of social isolation (youth, people with a disability, older residents).
Outcome 1.11 Celebrate the cultural diversity of the community.
Outcome 1.12 Support opportunities for volunteering and community connection.
Outcome 1.13 Celebrate public art as a unique point of community pride.

Pillar 2 A thriving and diverse economy

Outcome 2.6 Support event-based tourism initiatives
Outcome 2.8 Maintain strong relationships with the major businesses in the Shire, and partner to deliver events and resources to promote local businesses and products

Options

Council may choose to:

1. Approve the amended Community Grant Program Policy as attached.
2. Amend the Policy to reflect alternative assessment criteria.
3. Continue with the current LOAF Policy.

Risk Considerations

Risk	The key risks in relation to this matter are in the assessment of the grant applications, decision made to award funding, as well as project alignment with the social and economic aspirations of the community.
Risk Rating (Prior to Treatment or Control)	Medium (6)
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Clear criteria will provide an objective base for assessment and feedback to applicants.

Voting Requirement

Simple Majority

COUNCIL DECISION– ITEM 8.5.3

COUNCIL RESOLUTION: 139/21

Moved Cr Schreiber

That Council approve the adoption of the Community Grant Program Policy as attached, to replace the current LOAF Policy.

Seconded: Cr

Erasmus

Carried: 4/0

9.8

Community Grant Program

1.0 Purpose

1.1 To provide financial assistance to incorporated bodies to deliver projects and programs which deliver benefit to the local community and local economy to build an engaged, vibrant, inclusive and healthy community.

2.0 Scope

2.1 Funding is for incorporated bodies undertaking projects and programs within the Shire of Boddington that benefit residents and visitors of the Shire of Boddington. Applications will be required to meet priority areas identified within the Shire's Community Strategic Plan. These will be priority areas for funding, and include, but are not limited to the following areas:

- building the capacity and sustainability of community groups;
- supporting young people;
- supporting older people;
- providing opportunity to be healthy and promote wellbeing;
- supporting and encouraging cultural diversity and inclusion;
- developing and attracting art projects and increasing participation;
- supporting and encouraging activation of places and facilities; and/or
- generally building strength, engagement and cohesion of the community.

3.0 Definitions

3.1 Community – refers to the people that live, work or visit the Shire of Boddington

3.2 Eligible Organisations – incorporated bodies (or auspiced through an incorporated body with written acknowledgment) and do not have an outstanding grant acquittal;

3.3 Application Form – refers to the Community Grant Program Application form and all of its attachments. It also includes the option to provide a separate Income and Expenditure statement relevant to the project.

4.0 Policy Statement

4.1 Applications will be accepted thrice per year with the funding pool being determined in the annual Shire budget. Applications must be from an eligible organisation and be for no more than \$2,000 in any single financial year. The funding will support up to 75% of total project costs. In-kind services and volunteer labour are eligible components of the total project costs. Successful projects will meet at least one priority area identified within the above scope or have clearly identified and evidenced the need for the project.

For applications to proceed to assessment they must:

- Be lodged on time;
- Be submitted on the appropriate form;

- Include the required information, including insurance and financial details;
- Include agreement from the applicant to acknowledge the Shire if funding is successful;
- Ensure the applicant demonstrates its ability to manage the project;
- Not be due to commence until after the notification date.

4.2 Assessment

Applications will be assessed according to:

- The level of community benefit;
- The level to which it addresses an evidenced need;
- Long term sustainability;
- Appropriateness of the project financial statement;
- Partnerships, collaborations, community engagement and involvement or other funding sources that have been secured;
- Capacity to deliver the project.

Some projects, either in their entirety or elements of the project may not be eligible for funding. They are:

- Projects that have already commenced;
- Recurrent maintenance or operating costs;
- Projects that are considered to be private, commercial, individual or Government core responsibility;
- Elements that may be considered offensive;
- Fundraising, political or loan repayments

4.3 Additional Information

- Applicants will be able to seek assistance prior to finalising their application, but the assessment process will occur based on the information provided and must therefore be sufficient and concise;
- Council reserves the right to request copies of quotes or audited financial information;
- It may be appropriate to redirect applicants to more appropriate sources of funding prior to considering the project funding application;
- Successful applications will be required to sign a grant agreement which will detail any relevant conditions necessary to minimise risk, meet Shire protocols or maximise and safe guard the project outcomes. Conditions will also include the need to acknowledge the Shire's funding and submit an acquittal form within three months of the project's completion, along with photographic and promotional evidence.

5.0 Related Documentation / Legislation

Nil

6.0 Review Details

Review Frequency	Three Yearly
Council Adoption	16 December 2021
Previous Adoption	15 December 2015

8.5.4 Community Facility Fund

File Ref. No:	TBA
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Coordinator Community and Economic Development
Attachments:	8.5.4A Community Facilities Fund Policy

Summary

Council is requested to adopt a Community Facility Fund Policy to provide a transparent mechanism for the application and allocation of funding larger than what is permitted under the current Local Organisation Assistance Fund.

Background

The purpose of the Community Facility Fund is to assist community groups within the Shire of Boddington to upgrade, extend or construct sport, recreation and community facilities that will benefit the community. The fund provides an opportunity for the Shire to part fund an infrastructure project with strong community benefit. With the accompanying proposal to rebrand the Local Organisation Assistance Program (LOAF) as the Community Grants Program, it is proposed to introduce a separate funding stream for facility funding requests, to enable the new Community Grants Program (LOAF) to emphasise project and program delivery.

Comment

The Community Facilities Fund Policy has been developed with intent of providing a more accessible funding opportunity to the community for facility funding requests without comprising the Shire's capacity to support project and program delivery. The key components of the Community Facility Fund Policy are:

- Applications will be accepted once per year with the funding pool being determined in the annual Shire budget.
- The funding will support up to one third of total project costs. In-kind services and volunteer labour are eligible components of the total project costs.
- Successful projects will have clearly identified and evidenced the need for the project.

Applications will be assessed against the following criteria:

- The extent to which the project will result in increased community benefit and /or physical participation;
- The extent to which the project will improve the standard of the facility or services to local residents;
- Demonstration of total project funding capacity and ongoing ability to sustain or maintain the facility (where appropriate); and
- Ability to fund two thirds of the project cash cost (this may include additional funding sources).

For applications to proceed to assessment they must:

- Be lodged on time;
- Be submitted on the appropriate form;

- Include the required information, including insurance and financial details;
- Include agreement from the applicant to acknowledge the Shire if funding is successful;
- Ensure the applicant demonstrates its ability to manage the project; and
- Not be due to commence until after the notification date.

Funding shall not be provided for:

- Recurrent/maintenance or operational works.

The funding application will seek information relating to:

- Fund criteria detailed in the Policy;
- A full breakdown of the expenditure; and,
- Future maintenance and the management costs.

Statutory Environment

Nil

Consultation

No formal consultation has been undertaken around this item. Following approval of the Policy, a launch of the Community Facility Fund will be arranged.

Policy Implications

Nil

Financial Implications

The application period for the Community Facility Fund will align with Council's endorsement of the annual budget.

Economic Implications

Investment in facility provision to service local needs is a key justification for aspiring residents to consider Boddington a community of choice to live, work, play, recreate and visit. Population retention and growth is a key priority area outlined in the Shire of Boddington Strategic Community Plan.

Social Implications

Prioritising high-quality facility provision is critical to facilitate opportunities for residents to develop strong social connections with cohorts across the community, and as a result facilitate safer places for people to live because the population is healthier and happier.

Environmental Considerations

Nil

Strategic Implications

Pillar 1 A vibrant and connected community

Outcome 1.6 Support and diversify recreational activities for people of all ages and abilities.

Outcome 1.10 Provide opportunities for engagement and connection for those at risk of social isolation (youth, people with a disability, older residents).

Outcome 1.11 Celebrate the cultural diversity of the community.

Outcome 1.12 Support opportunities for volunteering and community connection.

Outcome 1.13 Celebrate public art as a unique point of community pride.

Options

Council may choose to:

1. Approve the adoption of the Community Facility Fund Policy as attached.
2. Amend the proposed Policy.
3. Reject the adoption of the Community Facility Fund Policy as attached.

Risk Considerations

Risk	The key risks in relation to this matter are in the assessment of the grant applications, decision made to award funding, as well as project alignment with the social aspirations of the community. Failure to provide an additional funding stream for Community Facilities may result in a lack of consistent assessment of applications received outside of the Community Grants Program (LOAF).
Risk Rating (Prior to Treatment or Control)	Medium (6)
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Clear criteria will provide an objective base for assessment and feedback to applicants.

Voting Requirement

Simple Majority

COUNCIL DECISION – ITEM 8.5.4

COUNCIL RESOLUTION: 140/21

Moved: Cr Erasmus

That Council approve the adoption of the Community Facility Fund Policy as contained in Attachment 8.5.4A.

Seconded: Cr

Webster

Carried: 4/0

1.0 Purpose

1.1 To assist community groups within the Shire of Boddington to upgrade, extend or construct sport, recreation and community facilities that will benefit the community. The fund provides an opportunity to part fund an infrastructure project with strong community benefit.

2.0 Scope

2.1 The Policy is to assist community groups in the Shire of Boddington to obtain up to one third funding to upgrade, extend or construct sport, recreation and community facilities.

Applications will be invited once each year for Council consideration

Eligible applicants must meet the following criteria:

- Be an incorporated not-for-profit sport, recreation or community organisation;
- Organisation or services be based within the Shire of Boddington;
- No outstanding acquittals from any Shire Funding;
- Written applications for funding assistance are to be submitted on the form required;
- Applicants may only apply for funding toward one project each year; and
- Applicants may only seek up to one third of the total project costs.

3.0 Definitions

3.1 Community – refers to the people that live, work or recreate within the Shire of Boddington;

3.2 Eligible Organisations – Incorporated associations (or auspiced through an incorporated association with written acknowledgement) and that do not have outstanding grant acquittals;

3.3 Application Form – refers to the Community Facility Fund Application form and all of its attachments. It also includes the option to provide a separate Income and Expenditure statement relevant to the project.

4.0 Policy Statement

4.1 Applications will be accepted once per year with the level of total funding being determined in the annual Shire Budget. The funding will support up to one third of total project costs. In-kind services and volunteer labour are eligible components of the total project costs. Successful projects will have clearly identified and evidenced the need for the project.

4.2 Assessment

Applications will be assessed against the following criteria:

- The extent to which the project will result in increased community benefit and /or physical participation;
- The extent to which the project will improve the standard of the facility or services to local residents;
- Demonstration of total project funding capacity and ongoing ability to sustain or maintain the facility (where appropriate); and
- Ability to fund two thirds of the project cash cost (this may include additional funding sources).

For applications to proceed to assessment they must:

- Be lodged on time;
- Be submitted on the appropriate form;
- Include the required information, including insurance and financial details;
- Include agreement from the applicant to acknowledge the Shire if funding is successful;
- Ensure the applicant demonstrates its ability to manage the project; and
- Not be due to commence until after the notification date.

Funding shall not be provided for:

- Recurrent/maintenance or operational works.

The funding application will seek information relating to:

- Fund criteria detailed in the Policy;
- A full breakdown of the expenditure; and,
- Future maintenance and the management costs.

The Shire of Boddington has the right to impose relevant conditions of funding to ensure the integrity of the project, and reserves the right to project manage the project if it is to be located on Shire owned land.

4.3 Additional Information

- Applicants will be able to seek assistance prior to finalising their application, but the assessment process will occur based on the information provided and must therefore be sufficient and concise;
- Council reserves the right to request copies of quotes or audited financial information;
- It may be appropriate to redirect applicants to more appropriate sources of funding prior to considering the project funding application; and
- Successful applications will be required to sign a grant agreement which will detail any relevant conditions necessary to minimise risk, meet Shire protocols or maximise and safe guard the project outcomes. Conditions will also include the need to

acknowledge the Shire's funding and submit an acquittal form within three months of the project's completion, along with photographic and promotional evidence.

5.0 Related Documentation / Legislation

Nil

6.0 Review Details

Review Frequency	Three Yearly
Council Adoption	16 December 2021
Previous Adoption	N/A

8.5.5 Boddington Sports and Community Club Playground Project

File Ref. No: CPR0061
Applicant: Nil
Disclosure of Interest: Nil
Author: Coordinator Community and Economic Development
Attachment: Nil.

Summary

Council is requested to authorise a financial contribution of \$25,000 toward the Boddington Sports and Community Club's (BSCC) Playground Project.

Background

The BSCC is a not for profit organisation committed to the vision to function as a community hub for sport, recreation and social activities in Boddington. The Boddington Golf Club, Boddington Bowls Club, Boddington Darts Association, as well as a number of community groups, including the Boddington Lions Club, are based at the BSCC. The BSCC also facilitates hospitality and entertainment for the purposes of supporting community connection for local residents.

The BSCC currently lease Lot 68 and 69 21A Adam Street Boddington from the Shire of Boddington for a period of 19 years and 8 months from 1 October 2007 to 31 May 2027. There is provision within the lease for the BSCC to seek consent from the Shire of Boddington to make alterations to the land.

Previously on 4 March 2021, the BSCC delivered a presentation at the Councillor Information Session. The purpose was to provide a broad overview to Council on the BSCC's emerging priority projects which included the playground.

Comment

The BSCC has identified the need to construct a playground at the facility to engage children and young people, to facilitate opportunities for intergenerational connection, as well as support a pathway in the community for young people who will be the future members of the BSCC. To envision the community hub model, it is expected the BSCC is inclusive to all cohorts within the community, and currently young people have limited opportunity to engage in activity at the BSCC. The BSCC has recognised their long-term sustainability is dependent on instilling a strong connection to place for young people who will become long-term members of BSCC as adults. Furthermore, the Playground Project is envisioned to broaden the BSCC's membership base by catering to the needs of families within the community to reinforce the BSCC as a family-friendly venue for connection, hospitality and entertainment.

The BSCC has determined \$104,688 as the approximate total cost of the Playground Project:

- Civil works \$3,650
- Retaining wall \$21,700
- Playground supply and installation \$63,550
- Paving \$2,975
- Landscaping \$2,813
- Contingency \$10,000

The Group is anticipating additional funding contributions toward the project, including from Lotterywest.

Confirmed and unconfirmed sources of income have been identified with estimations provided below:

- Shire of Boddington \$25,000 (unconfirmed)
- Newmont Gold Mine \$10,000 (confirmed)
- BSCC \$7,000 (confirmed)
- Lotterywest \$40,000 (unconfirmed, with in-principle support of project)
- South 32 \$10,000 (unconfirmed)
- In-kind contributions (volunteer time, labour and materials) \$12,688

Strategic Implications

Pillar 1 A vibrant and connected community

Outcome 1.6 Support and diversify recreational activities for people of all ages and abilities

Outcome 1.10 Provide opportunities for engagement and connection for those at risk of social isolation (youth, people with a disability, older residents)

Outcome 1.12 Support opportunities for volunteering and community connection

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

The 2021/22 Budget contains an allocation of \$20,000 for this project, based on in-principle supported being provided informally to the Group. The additional \$5,000 can be accommodated within the Donations allocation, with no overall impact to the end of year position.

Economic Implications

The Playground Project has potential to expand the BSCC's membership footprint to include families with children. The opportunity to enhance membership prospects increases revenue from membership fees and greater patronage at events. Furthermore, a playground encourages members with children to increase their length of time at the BSCC which opens additional opportunity to make food and drink purchases.

Social Implications

As demonstrated in the Shire of Boddington's Strategic Community Plan, there is evidenced need to diversify existing recreation activities to cater for residents of all ages. Young people are considered a cohort of the community at risk from social isolation. The BSCC's vision

articulates intention to function as a community hub to support increased community connection, so the Playground Project enables young people to engage socially at the venue. The addition of the playground adds value to the current social dynamic of the BSCC by providing an additional way for families to connect.

Environmental Considerations

Nil

Consultation

Nil

Options

Council may choose to:

1. Not contribute funding to the Playground Project.
2. Fund an alternative level of contribution.
3. Fund the Playground Project in accordance with the recommendation.

Risk Considerations

Risk Statement and Consequence	<p>Financial and reputational risks arise in relation to providing a financial contribution toward the Playground Project.</p> <p>If Council authorises unbudgeted expenditure, there is a risk there may be an inability to deliver a component of service provision elsewhere.</p> <p>If Council does not support the recommendation, a perception may arise whereby the community views Council as making decisions maligning with community-identified priorities and needs. Furthermore, Lotterywest are less likely to fund a project whereby the Local Government Authority isn't providing support.</p>
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Reputational and Financial
Risk Action Plan (controls or treatment proposed)	Implement an agreement with terms and conditions to ensure the financial contribution is expended for the Playground Project.

Voting Requirements

Absolute Majority

COUNCIL RESOLUTION: 141/21

Moved Cr Erasmus

That Council:

1. Authorises a financial contribution of \$25,000 from the 2021/22 Budget, to the Boddington Sports and Community Club for their Playground Project.
2. Notes the Administration will issue the BSCC a funding agreement to safeguard the Shire's contribution in alignment with the Playground Project.

Seconded: Cr

Schreiber

Carried: 4/0

8.5.6 Lease - Boddington Riding Club

Applicant	Not Applicable
File Ref. No:	RCSV010
Disclosure of Interest:	Nil
Author:	Economic and Community Development Officer
Attachments:	8.5.6 Draft Lease

Summary

For Council to consider a lease with the Boddington Riding Club (BRC) for a portion of land located on Reserve 14977, Lot 501 on DP 75278, Pollard Street, Boddington.

Background

The site has been home to horse related clubs for over fifty (50) years, including the Boddington Pony Club with a membership of over fifty (50), Boddington Polo Club, horse racing and currently the Boddington Riding Club.

The Boddington Polo Club hosted an event that included twenty five (25) Polo teams.

Members constructed the shed, jump wings, arena and fences through fundraising, donations, grants, Work for the Dole participants and the use of volunteers. White goods (fridges, microwave and heating) have all been donated.

Financial support from the Shire of Boddington has been through Local Organisation Assistance Funding. In 2009, the BRC was successful in receiving a financial contribution towards hosting an Endurance Race, and in 2019 a contribution towards the construction of a new arena.

The various clubs that have maintained the facility have never had a formal lease with the Shire of Boddington.

Comment

The BRC is a not for profit volunteer group focussed on horse care, skill development for riders and social opportunities for local residents who either own a horse or are considering purchasing one. The BRC maintain the facility through their volunteers, fundraising and grant opportunities.

The current committee is focused on developing the club facilities to encourage membership and provide a variety of workshops on horse care and skill development. A formal lease will provide the BRC with security and tenure of the facility and acknowledge the time, effort and volunteer time that maintains the facility.

The proposed lease is for a period of 21 years, and is contained in Attachment 8.5.6A.

Strategic Implications

The Shire of Boddington Strategic Community Plan 2019-2029 states:

"Pillar 1: A vibrant and connected community.

1.6 Facilities & services that support lifelong wellbeing.

- 1.10 *Provide opportunities for engagement and connection for those at risk of social isolation (youth, people with a disability, older residents).*
- 1.12 *Support opportunities for volunteering and community connection.*

Statutory Environment

Section 3.54 of the *Local Government Act 1995* gives Council the power to lease a Reserve with the approval of the Minister for Planning therefore approval will need to be sought for a lease to be entered into.

Section 3.58 of the *Local Government Act 1995* covers the disposal of property and the leasing of property is deemed to be a disposal.

S3.58(3) allows a local government to dispose of property without going to public auction or calling tenders if before agreeing to dispose of the property:

- (a) it gives local public notice of the proposed disposition —
 - (i) describing the property concerned; and
 - (ii) giving details of the proposed disposition; and
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given;
- and
- (a) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

S3.58(4) requires the following details to be included in the public notice:

- (a) the names of all other parties concerned; and
- (b) the consideration to be received by the local government for the disposition; and
- (c) the market value of the disposition —
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition

Policy Implications

Nil

Financial Implications

An annual rental of \$1.00 inclusive of GST applied.

Economic Implications

A lease will give the BRC a sense of belonging as well as stability for the ongoing development of the organisation and the opportunity to forward plan workshops for the

community as well as the surrounding areas which will have an economic benefit to local businesses.

The lease will strengthen the organisation who has had a long history in the Shire of Boddington.

Social Implications

This organisation provides an important social service to the community, by creating connections between those residents with an interest in horse care and riding which in turn provides physical and mental health wellbeing.

Environmental Considerations

Nil

Consultation

Boddington Riding Club.

Options

Council may choose to:

1. adopt the recommendation/s;
2. adopt the recommendation/s with further amendments; or
3. not accept the recommendation/s, giving reasons.

Voting Requirements

Simple Majority

COUNCIL DECISION – ITEM 8.5.6

COUNCIL RESOLUTION: 142/21

Moved Cr Webster

That Council:

1. Endorse the lease with Boddington Riding Club for a portion of the land contained in Crown Land Reserve 14977, on Lot 501, Plan 75278, Pollard Street for a period of twenty one (21) years for the period 1 January 2022 to 31 December 2043.
2. Approve use of the Shire of Boddington's common seal on the lease with the Boddington Riding Club, for a portion of Reserve 14977, on Lot 501, Plan 75278, Pollard Street, Boddington.

Seconded: Cr

Erasmus

Carried: 4/0

LEASE

SHIRE OF BODDINGTON

("Lessor")

AND

BODDINGTON RIDING CLUB INC

("Lessee")

CONTENTS

1.	<u>DEFINITIONS, INTERPRETATION, CONSENTS AND APPROVALS</u>	4
1.1	Definitions	4
1.2	Performance of Functions by Minister	6
1.3	Approval by the Lessor or Minister	6
1.4	Consent of Western Australian Planning Commission	6
2.	<u>OPERATIVE PART</u>	6
2.1	Lease of Leased Premises	6
2.2	Quiet enjoyment	6
2.3	Lessee responsibility as if owner	7
3.	<u>RESERVATION OF LESSOR'S RIGHTS</u>	7
(a)	Improvements to Leased Premises	7
(b)	Right to enter	7
(c)	Granting easements etc.	8
4.	<u>RENT</u>	8
5.	<u>OUTGOINGS AND BULK SUPPLY OF ELECTRICITY, GAS OR POWER</u>	8
	Outgoings separately assessed	8
6.	<u>USE OF LEASED PREMISES AND FACILITIES</u>	8
6.1	The lessee shall not	8
6.2	The Lessee	8
7.	<u>LEASED PREMISES NAME IN LESSEE'S NAME</u>	8
8.	<u>COVENANT TO REPAIR AND MAINTAIN</u>	8
9.	<u>POSITIVE COVENANTS</u>	9
10.	<u>NEGATIVE COVENANTS</u>	10
11.	<u>LESSEE'S OBLIGATION TO EFFECT INSURANCES</u>	11
12.	<u>INDEMNITIES</u>	11
12.1	General indemnity	11
12.2	Nature of indemnity	12
13.	<u>ASSIGNMENT</u>	12
13.1	No assignment	12
13.2	Property Law Act excluded	12
13.3	Lessor may consent to assignment	12
13.4	Lessor may consent to sublease	12
14.	<u>DAMAGE, DESTRUCTION OR RESUMPTION</u>	12
14.1	Definitions	12
14.2	Abatement	13
14.3	Either Party may Terminate	13
14.4	Lessee may Terminate	13
14.5	Exceptions	13
14.6	Lessor to Terminate	14
14.7	Antecedent Breaches	14
14.8	Dispute Resolution	14
14.9	Lessor Not Obligated to Reinstate	14
14.10	Resumption of Leased Premises	14
15.	<u>LIMIT OF LESSOR'S LIABILITY</u>	14
15.1	No warranties or representations	14
15.2	Suitability and Safety of Leased Premises	15
15.3	Lessor Not Liable	15

ATTACHMENT 8.5.6

15.4	Lessor only liable while Primary Interest Holder	15
16.	<u>DEFAULT</u>	15
17.	<u>LESSOR'S POWERS ON DEFAULT</u>	16
17.1	Lessor's right of possession	16
17.2	Lessor may remedy Lessee's default	16
17.3	No prejudice of Lessor's rights	16
17.4	Exercise of rights by Lessor	17
18.	<u>ESSENTIAL TERMS</u>	17
18.1	Breach of Essential Terms	17
18.2	Damage for Breach of Essential Terms	17
18.3	Lessor's Entitlement to Damages	17
18.4	Lessor to Mitigate Damages	17
18.5	Calculation of Damages	18
19.	<u>TERMINATION</u>	18
19.1	Yield up Leased Premises	18
19.2	Improvements to Vest in Crown	18
19.3	Dealing with Lessee's property not removed at Termination	18
20.	<u>POWER OF ATTORNEY</u>	18
21.	<u>MISCELLANEOUS</u>	18
21.1	Lessee not to permit prohibited matters	18
21.2	Lessor's Consent	19
21.3	Exercise of rights by Lessor	19
21.4	Lessor may act by agent	19
21.5	Discretion of the Lessor	19
21.6	Time for payment	19
21.7	Variation	19
21.8	Further assurances	19
21.9	Entire Agreement	19
21.10	Proper Law	20
21.11	Severance	20
21.12	Termination	20
21.13	Cost of Complying with Obligations	20
21.14	Giving of notice	20
22.	<u>OPTION FOR FURTHER TERM</u>	20
23.	<u>INSURANCE BY THE TENANT</u>	20
	<u>SCHEDULE 1.</u>	22
1.	Lessor's Details	22
2.	Lessee's Details	22
3.	Land	22
4.	Leased Premises	22
5.	Authorised Use	22
6.	Commencement Date	22
7.	Term	22
8.	Rent	22
9.	Further Term	22
10.	Lessee's Obligations	22
11.	Lessor's Obligations	22
	<u>SCHEDULE 2.</u>	25
	Reserve	
	<u>SCHEDULE 3</u>	27
	Department of Planning, Lands and Heritage Approval	

THIS DEED is made first (1st) day of January 2022

BETWEEN

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

AND

BODDINGTON RIDING CLUB INC of Club Drive, Boddington, C- President Boddington Post Office. ("Lessee")

RECITALS:

- A. The Lessor is the management body in respect of the land.
- B. Under Management Order the Lessor has the power to lease the land subject to the approval of the Minister.
- C. The Lessor has agree to lease the Leased Premises to the Lessee on the terms of the Lease.
- D. The Minister indicates its approval of this Lease by endorsing its consent thereon.

THE PARTIES CONVENANT AND AGREE:

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

1.1 Definitions

Unless stated otherwise:

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

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

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

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

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

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

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

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

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

"LAA" means the *Land Administration Act 1997*;

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

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

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

"Lessee's Operations" means the operations and activities carried on by the Lessee from the Leased Premises;

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

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

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

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

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

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

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

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

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

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

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

"Schedule" means a schedule to this Lease;

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

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

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

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

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

1.2 Performance of Functions by Minister

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

1.3 Approval by the Lessor or Minister

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

1.4 Consent of Western Australian Planning Commission

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

2. Operative part

2.1 Lease of Leased Premises

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

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

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

2.2 Quiet enjoyment

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

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

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

2.3 Lessee responsible as if owner

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

3. **Reservation of Lessor's rights**

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

(a) Improvements to Leased Premises:

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

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

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

(b) Right to enter

- (i) the Lessee shall permit the Lessor to enter the Leased Premises at all reasonable times on the giving of reasonable notice, or immediately in the case of emergency, to:
 - a) view the state of repair of the Leased Premises and to ensure compliance with the Lessee's Obligations;
 - b) comply with any requirement or order of any local government or other statutory authority;
 - c) carry out any maintenance, modification, installation or extension to the Leased Premises, the Plant and Equipment or cables, pipes or wires within the Leased Premises;
 - d) view the Leased Premises with any persons interested in the Leased Premises or any part of the Leased Premises; and
 - e) affix re-letting notices to the Leased Premises during the last three (3) months of the Term;

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

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

(c) Granting easements etc.

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

4. Rent

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

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

Outgoings separately assessed

The Lessor is responsible for the payment of all outgoings.

6. Use of Leased Premises and Facilities

6.1 The Lessee shall not:

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

6.2 The Lessee:

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

7. Leased Premises Name in Lessee's Name

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

8. Covenant to repair and maintain

8.1 The Lessee shall:

- (a) Maintain the Leased Premises in good condition except in respect of:
 - (i) fair wear and tear;
 - (ii) damage which is or will be reinstated from the proceeds of insurance; and

- (iii) structural damage which has not been caused by an act or omission of the Lessee or an Authorised Person;
- (b) promptly repair any damage to the Leased Premises for which the Lessee is responsible to the satisfaction of the Lessor;
- (c) keep the Leased Premises clean and free from rubbish;
- (d) comply with all relevant requirements of an authority and all laws and standards;
- (e) before carrying out any work, obtain the Lessor's approval to the plans and specifications for the work;
- (f) carry out the work in a safe and proper manner;
- (g) use only good quality materials;
- (h) employ only qualified and competent persons.

8.2 Lessee's Further Obligations

- (a) The Lessee shall throughout the Term keep the Leased Premises in good repair and shall make good any damage to it howsoever caused and shall upon expiry or earlier termination of this Lease yield up the Leased Premises to the Lessor in a state of good repair.
 - i) improve the Leased Premises where necessary to bring it to a state of good repair including the rectification of any latent or inherent defects;
 - ii) effect all necessary structural repairs to the Leased Premises where necessary to bring them to and maintain them in a state of good repair; and
 - iii) effect all structural and other repairs and improvements necessary to the Leased Premises to comply with the requirements of any Governmental Agency whether imposed on the Lessee as occupier or the Lessor as the Primary Interest Holder.

9. Positive covenants

The Lessee shall:

- (a) pay to the Lessor on demand all money paid by the Lessor on behalf of the Lessee in the discharge of any of the Lessee's liabilities under this Lease;
- (b) pay to the Lessor on demand on a full indemnity basis all amounts payable by the Lessor in respect of legal costs and disbursements of and incidental to:
 - i) any breach of the Lessee's Obligations; and
 - ii) each action, suit, proceeding or matter arising out of or incidental to any document referred to in paragraph;
- (c) keep the Facilities within the Leased Premises unobstructed;

- (d) remove on a regular basis rubbish which is not of a kind usually removed by the local government authority;
- (e) comply promptly with all legislation and by-laws affecting the Leased Premises or the use of the Leased Premises except for any structural work;
- (f) observe and comply with any conditions of supply of Services by the Lessor, or where no conditions of supply are imposed by the Lessor, observe and comply with the conditions of supply of Services imposed by the relevant supply authority on the Lessor;
- (g) if any Service is not provided by the Lessor, make the Lessee's own arrangements for the supply of the Service to the Leased Premises;
- (h) at all times comply with all fire and emergency training programs and drills of which at least two (2) Business Days' notice has been given to the Lessee by the Lessor and the Lessee must ensure that the Authorised Persons are made fully aware of all safety and emergency procedures for the Leased Premises;
- (i) if the consent of any authority or a licence is required to carry on the Lessee's Operations from the Leased Premises, obtain and maintain the currency of that authority or licence; and

10. Negative covenants

The Lessee shall not:

- (a) without the prior consent of the Lessor and subject to such conditions as the Lessor may determine, mine, remove, extract, dig up or excavate any sand stone, gravel, clay, loam, shell or similar substance or permit any other person to undertake any such action however this clause 11(b) shall not apply to any removal, digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease provided that any such removal, digging up or excavation is undertaken in accordance with the requirements of that authority;
- (b) except for reasonable quantities for normal applications in connection with the use of the Leased Premises, bring onto, store or use any chemical or inflammable substance in the Leased Premises;
- (c) without the Lessor's prior consent use any Service, heating, cooling, lighting or power, except battery power, other than that provided by the Lessor;
- (d) without the Lessor's prior consent, install any electrical equipment in the Leased Premises which might overload the cables, switchboards or sub-boards through which electricity is connected to the Leased Premises;
- (e) do or omit to do anything which might cause the Leased Premises to deteriorate or become impaired except for fair wear and tear, to be obstructed, or to be in a condition other than a good and sanitary condition;
- (f) do or carry on in the Leased Premises any activity which might be harmful, offensive or illegal, or cause a nuisance, damage or disturbance to the Lessor;

- (g) without the Lessor's prior consent erect or replace outside the Leased Premises any radio or television aerial or antenna;
- (h) without the Lessor's prior consent, erect, install, exhibit, paint, display or affix to the Leased Premises or any other part of the Leased Premises any advertisement, notice or sign, whether or not it is visible from outside the Leased Premises, and any such advertisement, notice or sign consented to by the Lessor shall be of the highest quality and design;
- (i) place any rubbish in any part of the Leased Premises or the Land except in a place and receptacle designated by the Lessor for the disposal or rubbish;
- (j) burn any rubbish in the Leased Premises or the land (except garden waste);
- (k) lodge an absolute caveat to protect the Lessee's interest in the Leased Premises or the Land;
- (l) fail to remove a subject to claim caveat lodged by the Lessee over the Leased Premises or the Land on Termination of this Lease;
- (m) conduct any business or operations in the Leased Premises at any time prohibited by law;
- (n) smoke in the Leased Premises; or
- (o) by any act or omission cause any insurance policy effected under this Lease or in respect of the Leased Premises or the Land to be void or voidable, or cause the rate of premium to be increased.

11. Lessee's Obligations to effect Insurances

The Lessee to:

- (a) supply to the Lessor current details of all insurance effected in accordance with this clause, including copies of certificates of insurance or policy documents and receipts for premiums as updates, amended or varied from time to time;
 - (b) not without the Lessor's prior consent, alter the terms or conditions of any policy;
- and
- (c) ensure that each policy of insurance includes a provision for cross liability and waiver of subrogation rights in favour of the Lessor.

12. Indemnities

12.1 General indemnity

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

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

12.2 Nature of Indemnity

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

13. Assignment

13.1 No assignment

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

13.2 Property Law Act excluded

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

13.3 Lessor may consent to assignment

The Lessee will not be in breach of the covenant in clause 13.1 of this clause in respect of an assignment if both the Lessor and the Minister consent to the assignment. The Lessor's consent shall not be unreasonably withheld.

13.4 Lessor may consent to sublease

The Lessee will not be in breach of the covenant in clause 13.1 of this clause in respect of a sublease of the whole of the Leased Premises if both the Lessor and the Minister consent to the sublease. The Lessor's consent shall not be unreasonably withheld.

14. Damage, Destruction or Resumption

14.1 Definitions

In this clause 14:

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

- ii) make the Leased Premises fit for occupation and use or accessible by the Lessee.

14.2 Abatement

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

- (i) unfit for occupation and use by the Lessee; or
 - (ii) inaccessible having regard to the nature and location of the Leased Premises and the normal means of access to them;

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

- iii) any money payable by the Lessee under this Lease; and
- iv) the covenant to repair and maintain;

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

- (b) If clause 14.1(a) applies, the remedies for:

- (i) recovery of any money or a proportionate part falling due after the damage or destruction; or
 - (ii) enforcement of the covenant to repair and maintain;

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

- (iii) restored;
 - (iv) made fit for the Lessee's occupation and use; or
 - (v) made accessible.

14.3 Either Party May Terminate

Either party may terminate this Lease by notice to the other:

- (a) within ninety (90) calendar days of receiving the Notice.

14.4 Lessee May Terminate

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

14.5 Exceptions

Clauses 14.2, 14.3 and 14.4 will not apply where:

- (a) the damage or destruction was caused or contributed to, or arises from any wilful act of the Lessee or an Authorised Person; or
- (b) an insurer under any policy effected by the Lessor under this Lease refuses indemnity or reduces the sum payable under the policy because of any act or default of the Lessee or an Authorised Person.

14.6 Lessor to Terminate

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

14.7 Antecedent Breaches

No liability will attach to either party because of termination of this Lease under this clause 14 but that termination will be without prejudice to the rights of either party for any antecedent breach or non-observance of any provision on this Lease.

14.8 Dispute Resolution

Any dispute arising out of the provisions of this clause 14 shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 1985 (WA)* and the parties may each be represented by a legal practitioner of their choice.

14.9 Lessor Not Obligated to Reinstate

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

14.10 Resumption of Leased Premises

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

15. Limited of Lessor's Liability

15.1 No warranties or representations

The Lessee acknowledges and agrees that:

- (a) all property in the Leased Premises shall be at the sole risk of the Lessee during the Term and the Lessor shall not be liable for any claim, loss or damage that the Lessee may suffer as a result of:
 - (i) any fault in the construction or state or repair of the Leased Premises, or the Lessor's Fixtures;
 - (ii) any defect in any of the Plant and Equipment, facilities or the Services;
 - (iii) any flow, overflow, leakage or breakdown of any water or other parts of the Leased Premises;
- (b) the Lessor gives no warranty as to the use to which the Leased Premises may be put;

and

- (c) the Lessee has not relied on any representation or warranty of the Lessor in entering into this Lease and, for this purpose, the Lessee acknowledges that:
 - (i) the Lessee has relied on the Lessee's own skill and judgement and has made the Lessee's own enquiries in determining the suitability of the Leased Premises for the Authorised Use and the Lessee's Operations, and
 - (ii) the Lessee's occupation of the Leased Premises is conclusive evidence of the Lessee's acceptance of the Leased Premises as being in good order, repair and condition at the Commencement Date.

15.2 Suitability and Safety of Leased Premises

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

15.3 Lessor Not Liable

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

15.4 Lessor only liable while Primary Interest Holder

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

16. Default

An event of default occurs if:

- (a) the Lessee fails to pay the Outgoings or other money payable under this Lease within five (5) Business Days of the date due for payment, regardless of whether demand has been made;

- (b) the Lessee fails to perform any of the Lessee's Obligations for ten (10) Business Days after the Lessor has given notice to the Lessee of the default;
- (c) the Lessee is in breach of any document other than this Lease giving the Lessee a right to occupy any part of the Land or the Leased Premises;
- (d) distress is levied or a judgement, order, security or encumbrance is enforced against any property of the Lessee;
- (e) a receiver or receiver and manager or controller as defined in the Corporations Act is appointed in respect of any part of the Lessee's property;
- (f) a person is appointed under legislation to investigate or manage any part of the Lessee's affairs;
- (g) the Lessee ceases to carry on the Lessee's Operations from the Leased Premises;
- (h) the Lessee resolves to wind itself up or otherwise dissolve itself;
- (i) the Lessee states that it is insolvent.

17. Lessor's power on default

17.1 Lessor's right of possession

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

17.2 Lessor may remedy Lessee's default

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

17.3 No prejudice of Lessor's rights

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

- (a) prejudice or affect the Lessor's rights under this Lease;
- (b) release the Lessee from performing the Lessee's Obligations; or

- (c) be deemed an election by the Lessor as to the exercise of the Lessor's rights under this Lease or at law.

17.4 Exercise of rights by Lessor

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

18. Essential terms

18.1 Breach of Essential Terms

- (a) If the Lessee's conduct constitutes breach of an essential term of this Lease and the Lessor elects to treat that breach as repudiation or the conduct otherwise constitutes repudiation of this Lease, the Lessee shall compensate the Lessor for all loss or damage suffered by reason of or arising from the repudiation.
- (b) Clause 4, 5, 6, 8, 11 and 13 this Lease are deemed to be essential terms. This is not an exhaustive list of the essential terms of this Lease.

18.2 Damage for Breach of Essential Terms

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

18.3 Lessor's Entitlement to Damages

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

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

18.4 Lessor to Mitigate Damages

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

18.5 Calculation of Damages

Following repudiation by the Lessee if the Lessor terminates this Lease then, without prejudice to any other right or remedy, the Lessor may recover the money payable by the Lessee for the unexpired residue of the Term less any amount the Lessor obtains, or could in the Lessor's opinion reasonably be expected to obtain, by observing clause 18.4.

19. Termination

19.1 Yield up Leased Premises

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

19.2 Improvements to Vest in Crown

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

19.3 Dealing with Lessee's property not removed at Termination

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

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

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

20. Power of Attorney

The Lessee for valuable consideration irrevocably appoints the Lessor and the Lessee's attorney for the purpose of:

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

21. Miscellaneous

21.1 Lessee not to permit prohibited matters

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

21.2 Lessor's consent

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

21.3 Exercise of rights by Lessor

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

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

21.4 Lessor may act by agent

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

21.5 Discretion of the Lessor

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

21.6 Time for Payment

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

21.7 Variation

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

21.8 Further assurances

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

21.9 Entire Agreement

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

21.10 Proper Law

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

21.11 Severance

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

21.12 Termination

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

21.13 Cost of Complying with Obligations

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

21.14 Giving of notice

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

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

22. Option for Further Term

Nil

23. Insurance by Tenant

The Tenant must effect and, during the term of this Lease, maintain in the form appropriate to the Tenant's activities and acceptable to the Lessor:

- i) Public Liability Insurance for not less than ten million dollars (\$10 million) in respect of a single occurrence and for an unlimited number of claims;

ATTACHMENT 8.5.6

- ii) Such Workers' Compensation Insurance as is in accordance with legislation and awards applicable to Western Australia together with cover for common law liability for not less than ten million dollars (\$10 million) in respect of a single occurrence and for an unlimited number of claims.

SCHEDULE 1

Particular of Lease:

1. Lessor's Details

SHIRE OF BODDINGTON OF 39 Bannister Road, Boddington, Western Australia 6390.

2. Lessee's Details

BODDINGTON RIDING CLUB INC., of Club Drive, Boddington, C/- President, Post Office Boddington, Western Australia, 6390

3. Land

Portion of land located on Reserve 14977, Lot 501 on Plan 75278, Pollard Street, Boddington.

4. Leased Premises

The Land and all improvements on the Land.

5. Authorised Use

Recreation (Riding Club)

6. Commencement Date

1 January 2022

7. Term

The Term shall be a term of TWENTY (21) years commencing on the Commencement Date and ending on the 31 December 2043.

8. Rent

From the Commencement Date and for the Term the Rent is \$1.00, inclusive of GST payable on the Commencement Date and each anniversary of the Commencement Date.

9. Further Term

Nil

10. Lessee's Obligations

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

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

(b) employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in or about the Leased Premises;

- (c) give notice to the Lessor in writing, of any infections illness or disease which might transpire in or about the land and shall thoroughly fumigate and disinfect the land at the Lessee's expense to the satisfaction of the Lessor and any appropriate health officer;
- (d) provides and maintains car parking areas and toilets on the Leased Premises.

11. Lessor's Obligations

- (a) Mows leased premises,
- (b) taxes, levies, imposts, duties and statutory charges associated with undertaking the matters referred to in this definition, including but not limited to any tax on goods and services;
- (c) rubbish removal charges, water rates and other water, drainage and sewerage charges, land tax and metropolitan region improvement tax charged on a single holding basis and any other charges of any kind imposed by a government or public authority of any kind.

EXECUTED BY THE PARTIES AS A DEED

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

SHIRE PRESIDENT
Garry Ventriss

Chief Executive Officer
Julie Burton

BODDINGTON RIDING CLUB INC)
was hereunto signed in accordance)
with its Constitution in the presence of:)

Print Name:
Chairperson Christine Ingram

Print Name:
Position:

SCHEDULE 2
Reserve



My Reference: Water Request No. 4230201

Logged on as: LEWIS.TUM

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[Enquiry Options](#)
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Reserve Enquiry Detail 191004.1

Reserve Name	14977	Legal Area (ha)	18.6036
Status	Current		
Current Purpose	RECREATION AND COMMUNITY CENTRE		
Notes	WITH POWER TO LEASE FOR ANY TERM NOT EXCEEDING 21 YEARS SUBJECT TO THE CONSENT OF THE MINISTER FOR LANDS.		
File Number	863912		
Additional Reserve Information	RESERVE COMPRISES LOT 475 ON DP26704 & LOT 501 ON DP75278 (M435051)		

Class	Responsible Agency	Date of Last Change
C	DEPARTMENT FOR PLANNING AND INFRASTRUCTURE	04/11/2013

Management Orders	Document	Land Use	Local Government Authority
SHIRE OF BOODINGINGTON	K146854	COMMUNITY CENTRE RECREATION	BOODINGINGTON SHIRE OF

Add Item	CLT Number	Parcel Number	Street Address	Suburb	File Number	FW	Area (sqm)	Map Viewer
<input type="checkbox"/>	L93142-206	Lot 475 On Plan 26704			08639-1912-01R0	1360107	84650.0	Map Viewer
<input type="checkbox"/>	L93142-942	Lot 501 On Plan 75278	27 POLLARD ST	BOODINGINGTON	08639-1912-01R0	12004498	177567.0	Map Viewer

This product is for information purposes only. A search of the original documentation is required for all legal purposes.
Western Australian Land Information Authority (Landgate)

[Add To Order](#)

SCHEDULE 3

Department of Planning, Lands and Heritage Approval

8.6 CHIEF EXECUTIVE OFFICER

8.6.1 Early Learning Centre Improvements

File Ref. No:	CSER006
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	Nil

Summary

Council is requested to approve a Budget amendment to provide for drainage and a shade structure to be installed at the Boddington Early Learning Centre.

Background

The current state of the outdoor playspace at the Early Learning Centre (ELC) is not conducive to a quality experience for the children. It is waterlogged in winter and allows only limited use in summer due to exposure to the sun. The play equipment is not suitable for children as it is not made from approved material in accordance with current standards.

A project involving drainage, shade and a playground for the Early Learning Centre has been discussed for several years. Previously allocation was made in the Budget, however, the works did not proceed.

The logical sequence for the works are:

1. Structure
2. Drainage
3. Playground

A budget of \$40,000 currently exists for the Early Learning Centre drainage and shade project, with no current provision for a replacement playground.

Comment

Following recent requests for quote with regard to the shade structure, it has become apparent that due to large increases to the price of steel, the original budget for the project is no longer sufficient.

The estimated requirement is:

Drainage	\$10,000
Shade structure	\$42,000

Both the drainage and shade structure are considered critical elements to providing a quality service to the children that attend the Centre. The soil structure impedes adequate drainage, which makes the area unable to be utilised after any significant rain event. Previously, shade sails have been utilised to allow some level of protection from the sun, however, these are now at the end of their life. A solid structure is proposed because it provides a greater level of all-weather protection, and will also reduce operational and maintenance costs that are associated with shade sails. The life of the shade structure is estimated at 40 years.

In addition to the drainage and shade, the Centre requires an allocation to upgrade the play equipment. The play equipment is not in accordance with current standards and has been scheduled for renewal for several years. Given there is no current allocation in the 2021/22 Budget for this item, it is proposed to consider a financial allocation for play equipment at the time of Budget Review in February 2022.

The allocation of additional \$12,000 will allow the finalisation of the shade structure and drainage to commence immediately.

Strategic Implications

Pillar 1 A vibrant and connected community
 Facilities and services that support lifelong wellbeing

Statutory Environment

In accordance with section 6.8(1) of the *Local Government Act 1995*, a local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure:

- is incurred in a financial year before the adoption of the annual budget by the local government;
- is authorised in advance by Council resolution - absolute majority required;
- is authorised in advance by the President in an emergency.

Policy Implications

Nil

Financial Implications

The 2021/22 Budget contains a total of \$40,000 for the Drainage/Shade project. The recommendation will result in the 30 June 2022 estimated surplus being reduced by \$12,000.

Economic Implications

Adequate childcare facilities are important to allow parents and carers to obtain and retain employment. In addition, the availability of quality early childhood care attracts homebuyers to the District.

Social Implications

Access to convenient childcare allows families to spend more time in the community and with their families, instead of having to travel outside of the area to access this service. The ability to offer outdoor play and interactive activities is beneficial for cognitive and physical development.

Environmental Considerations

Nil

Consultation

Nil

Options

Council may choose to:

1. Support only the current Budget allocation of \$40,000.
2. Support a partial additional financial allocation of \$2,000 to allow only the structure to progress.
3. Support the full additional financial allocation to allow the project to be finalised.

Risk Considerations

Risk Statement and Consequence	The risk of dissatisfaction with the service and infrastructure provided for the children in care of the ELC is the key risk.
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Reputational
Risk Action Plan (controls or treatment proposed)	Replacement playground equipment to be considered in February 2022.

Voting Requirements

Absolute Majority

COUNCIL DECISION– ITEM 8.6.1

COUNCIL RESOLUTION 143/21

Moved Cr Schreiber

That Council approve an additional \$12,000 to be allocated in the 2021/22 Budget for the Early Learning Centre drainage and shade project.

Seconded: Erasmus

Carried: 4/0.

8.6.2 Policy Review – Elected Member Tablets

File Ref. No:	ITEC000
Applicant:	Not Applicable
Disclosure of Interest:	Nil
Author:	Chief Executive Officer
Attachments:	8.6.2A Amended Policy 05.14

Summary

Council is requested to approve amendments to the Management of Elected Member Tablets Policy.

Background

Councillors are currently issued with a tablet every 4 years in order to manage agendas, minutes and documentation related to the role.

In the past, iPads have been the standard device, however, following feedback from Council, other solutions have been investigated.

Comment

There are a number of options for the provision of Information and Communications Technology (ICT) equipment for Councillors, either by way of a direct allocation or equipment, or the provision of an ICT allowance.

1. Utilise a Shire owned device.

This option would continue with the status quo, with the Shire purchasing a tablet for each Elected Member on a four year cycle.

The Shire would purchase, set-up, maintain and secure the devices, as well as provide a troubleshooting service.

2. Receive a higher ICT Allowance and Councillors to purchase a device from this allowance. Currently the annual ICT allowance is \$575. The permissible range under the Salaries and Allowances tribunal is \$500 - \$3,500. Council may resolve to increase this allowance and purchase a device for Council purposes.

If this option was chosen, there would be various implications including:

- Each Councillor would be responsible for maintenance, troubleshooting etc, individually, rather than utilising the Shire's Information Technology service provider.
- Antivirus and 'remote wipe' software would be required as a minimum, to ensure the security of sensitive information and the ability to erase data from the device should it become lost or is stolen.

The proposed amendments to the Policy reflect option 1 (above), with minor changes that do not prescribe an iPad as the type of device. The amendments are detailed in Attachment 8.6.2A.

Strategic Implications

Nil

Statutory Environment

Section 2.7(2)(b) of the Local Government Act 1995 provides Council with the power to determine policies.

Policy Implications

Policy 05.14 Management of Elected Member Tablets is proposed to be amended. No other Policies are relevant to this item.

Financial Implications

An allocation of \$14,000 has been provided in the 2021/22 Budget for the replacement and configuration of the replacement devices. With devices being approximately \$700 - \$1000, this allows configuration, security, delivery and other miscellaneous costs to be within the Budget allocation.

Economic Implications

Nil

Social Implications

Nil

Environmental Considerations

Nil

Consultation

Nil

Options

Council may choose to:

1. Continue with the status quo and utilise Shire iPads for Council purposes.
2. Continue with a Shire provided device, however choose an alternative option such as a windows tablet.
3. Decide to receive a higher ICT allowance as an alternative to being provided with a Shire device.

Risk Considerations

Risk Statement and Consequence	Option 1 presents the lowest risk to Council due to the devices being purchased and managed by the Shire. Key risks with option 2 include the security of sensitive information, adequate capture of Shire records, and cybersecurity risks that are not able to be managed due to the devices being managed outside of a secure environment.
Risk Rating (prior to treatment or control)	Medium
Principal Risk Theme	Operational, Reputational
Risk Action Plan (controls or treatment proposed)	No further action proposed.

Voting Requirements

Simple Majority

COUNCIL DECISION – ITEM 8.6.2

COUNCIL RESOLUTION 144/21

Moved Cr Webster

That Council approve the amended Policy 05.14 Management of Elected Member Tablets, as contained in Attachment 8.6.2A.

Seconded: Cr

Erasmus

Carried: 4/0

05.14 MANAGEMENT OF ELECTED MEMBER TABLETS

1. Purpose

To establish Guidelines for the management and use of information technology (IT) devices issued to Elected Members for their use in their role as an Elected Member of the Shire of Boddington.

2. Scope

This Policy applies to Elected Members (Councillors) of the Shire of Boddington.

4.3. Policy Statement

3.1 All Elected Members shall be issued with ~~Tablets~~ an IT device, for the purpose of managing agendas, minutes and documentation related to their roles ~~as elected members.~~

Guidelines:

3.2 The ~~Tablets~~ IT devices remain the property of the Shire of Boddington until time of disposal.

3.3 ~~To ensure consistency of software and keep the technology current new Replacement devices~~ Tablets will be issued every 4 years, which is considered to be the maximum reliable life span. If an Elected Member retires or is not re-elected within the 4-year period then they will hand back the Tablet for it to be reissued to the incoming Elected Member. The issuing of new Tablets occurred during February and March 2018 and the issuing of replacement Tablets is to take place at the swearing in meeting every 4 years with the first replacement to occur after the October 2021 election.

Disposal of Old Tablets:

3.4 At the time of replacement, the Elected Member who is in possession of the old ~~Tablet device~~ will be given the option to purchase the old ~~Tablet device~~ for their own personal purposes for the sum of \$50. Any ~~Tablets devices~~ not purchased by the respective Elected Members will ~~then be offered for public sale for \$50 each after all Council documentation has been removed~~ be retained for Shire purposes.

Installation of software and apps:

3.5 All software and applications installed on the ~~Tablets devices~~ are~~is~~ to be approved ~~first~~ before installation, by ~~Council's the Shire's~~ IT Support provider.

Restrictions on accessing websites:

3.6 The device should be used for Council purposes only, and not in any way that may reflect badly on the Shire. While it expected that Elected Members may use the Tablets to

~~conduct research, communicate with people, store relevant documentation and photographs. Elected Members are forbidden from using their Council issued Tablets to access pornographic websites, access the dark web, download or store pirated material or store pornographic or other images that may reflect badly on the Shire or use the Tablet for any purpose that may be illegal or reflect badly on the Shire.~~

Maintenance:

3.7 All maintenance on the ~~Tablets-devices~~ shall be the responsibility of the Shire of Boddington and only be performed by its ~~staff or~~ appointed contractors. Elected members are to report maintenance ~~and~~ & technical issues to ~~senior administration staff of the Shire~~ the Chief Executive Officer who will then refer the matters ~~to Councils designated IT staff or contractors~~ for resolution.

Confidentiality:

3.8 It is a requirement that ~~Tablets-devices~~ be password protected in an attempt to prevent unauthorised access. Elected ~~M~~members are not to make their ~~Tablet-device~~ available to anyone else to use, and shall not divulge their password to anyone. Forwarding, sharing, or allowing viewing of any confidential material contained on the ~~Tablets-devices to anyone~~ is not permitted.

Records:

3.9 Elected Members must acknowledge that all information and documents contained at any time on the ~~Tablets-devices~~ remains the property of the Shire of Boddington, and at any time may be the subject of a Freedom of Information (FOI), Police, Crime and Corruption Commission or other competent authority inquiry, and as such may be made available to any of these investigating bodies. In addition, all documents, images, sound recordings, and emails are subject to the State Records Act 2000 and as such form part of the official record of the Shire of Boddington, and therefore must be maintained in accordance with the Act.

Security:

3.10 Elected Members are wholly responsible for the security of their ~~Council Shire~~ issued ~~Tablets-device~~, and must make every effort to keep their ~~Tablets-device~~ secure at all times. In the event that that a ~~Tablet-device~~ is misplaced, lost or stolen, the Elected Member must advise ~~the a senior officer of the Council Administration~~ the CEO immediately, so that appropriate steps can be taken.

Objective:

~~To establish Guidelines for the management and use of Tablets issued to Elected Members for their use in their role as an Elected Member of the Shire of Boddington.~~

ATTACHMENT 8.6.2

Resolution No: 23/18
Resolution Date: 20/03/2018

9. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS MOTION HAS BEEN GIVEN

10. URGENT BUSINESS WITHOUT NOTICE WITH THE APPROVAL OF THE PRESIDENT OR MEETING

11. CONFIDENTIAL ITEMS

12. CLOSURE OF MEETING

There being no further business, Cr Garry Ventris, Shire President, declared the meeting closed at 6:35pm.

These minutes were confirmed by the Council as a true and accurate record at the Ordinary Council Meeting on 17 February 2022

GARRY VENTRIS
(Shire President)