



SHIRE

of

MEEKATHARRA

MINUTES

of

COUNCIL MEETING

held

AT THE COUNCIL CHAMBERS, MEEKATHARRA

on

SATURDAY 18 MARCH 2023

COMMENCED AT 9.30 AM

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1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

1.1 DECLARATION OF OPENING

The Shire President Cr HJ Nichols declared the meeting open at 9.31am.

1.2 DISCLAIMER READING

No responsibility whatsoever is implied or accepted by the Shire of Meekatharra for any act, omission or statement or intimation occurring during this Meeting.

It is strongly advised that persons do not act on what is heard at this Meeting and should only rely on written confirmation of council's decision, which will be provided within fourteen (14) days of this Meeting.

The Shire President Cr JH Nichols read the disclaimer out loud.

2. RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OR ABSENCE

Members

Cr HJ Nichols	Shire President
Cr MJ Smith	Deputy Shire President
Cr M Anderson	
Cr MR Hall	
Cr BM Day	
Cr JC Holden	

Staff

Kelvin Matthews	Chief Executive Officer
Peter Dittrich	Deputy Chief Executive Officer
Svenja Clare	Community Development & Services Manager
Felicity Anderson	Executive Assistant

Apologies

Nil

Approved Leave of Absence

Nil

Observers

Ms Larra Juab – Community Development Officer

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil

4. PUBLIC QUESTION TIME

Nil

5. APPLICATION FOR LEAVE OF ABSENCE

Nil

6. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

The Petition has now closed with approximately 600 signatures and has been tabled at the upper house. The Legislative Council has advised the CEO that it will be referred and the CEO and Cr HJ Nichols will be asked to attend to present the petition. A media release has been issued.

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

7.1 ORDINARY COUNCIL MEETING HELD 18 FEBRUARY 2023

Council Recommendation / Resolution:

Moved: Cr MJ Smith

Seconded: Cr MR Hall

That the minutes from the Ordinary Council Meeting held Saturday 18 February 2023 be confirmed.

RESOLUTION 2022/23-175

CARRIED 6/0

7.2 HEALTH BUILDING AND TOWN PLANNING MEETING HELD 18 FEBRUARY 2023

Council Recommendation / Resolution:

Moved: Cr MJ Smith

Seconded: Cr BM Day

That the minutes from the Health Building and Town Planning Meeting held 18 February 2023 be received.

RESOLUTION 2022/23-176

CARRIED 6/0

8. ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

Meet with the Hon David Littleproud MP after the Regional Road Group meeting. I met with the new Westgold Community Engagement Officer.

9. REPORTS OF COMMITTEES AND OFFICERS

9.1 OFFICERS MONTHLY REPORTS

9.1.1 WORKS & SERVICES MANAGER'S REPORT – FEBRUARY 2023

Construction Crew

- Landor Meekatharra Rd.- Bitutek sealing work completed.
- Moorarie 4 klm works & sealing program in progress.
- Floodways at Moorarie.

Rural Roads Supervisor

- Weekly inspections.
- Grid and sign inspections.
- Grid count for new replacements.
- Grid count for grid cleanouts, and
- Cemeteries site inspections with CEO and consultants.

Contract and Council operated Maintenance Grading

- Contractor Grader – on break.
- Councils Grader - on break.

Flood Damage

- Nil

Contractors Schedule for Flood Damage

- Nil

Budget and Progress Update

- New construction camp in progress.
- New service truck picked up.
- New Ute for Rural Roads Supervisor ordered.
- Some new grids have arrived.
- Installing of new grids and cleanout of old ones to commence in April 2023.

Plant Report – Maintenance and Repairs

- P358- 12H, replace main engine fan.
- Water pumps starter replacement service.
- Transfer pump oil leak repaired service.
- General light vehicle servicing when required.
- P488 Hino truck 4 x new tyres full service.
- P497 mini Excavator hydraulic hoses replaced fuel leak repaired.
- P464 Bobcat replaced hydraulic quick hitch connectors and lines.

***Note** – councillors will be provided with an updated list of current plant item numbers.

Town Maintenance-Monthly Report

- Regular rubbish pickups, town crew and contractor.

- Push up at the tip twice a week.
- Town mowing and clean-ups on laneways & streets an verge and creek.
- Sweeping the main street and foot path clean ups.
- Housing maintenance retic repairs mowing pruning etc.
- Assisted in relocation CRC to Lloyds building.

Staff Matters

- 2 x new employees commenced early March.
- Departure of 1 x staff member (Town Crew).

Project & Maintenance Officer Update

Cyber lock to key entry

- Shire housing and properties converted from Cyber back to key entry. 97% complete with Lloyds Plaza to be re-configured on next visit.

Staff Housing General

- 4 staff housing in window treatments complete
- 7 properties to be installed with Crimsafe Exteria window security to be completed by Tuesday 14th March 2023.

Tree Lopping

- Tree lopping services carried out with dead trees felled, stump grinded, and pruned on the Main street. Vacant block cleared ready for transportable houses to be trucked in.

Administration building Staff carports.

- 6 bay carport PO raised and ready for delivery in 6 weeks.

Property Fencing

- 2 x properties complete and 3 x other properties awaiting quotes.

Works Requests

- Good progress is being made on general maintenance to properties
 - Furniture assembled for 2 tenants in properties to accommodate staff.
 - Lock repairs completed on several properties.
 - Reticulation repairs to ageing equipment.
 - Bathroom tile repairs and minor patch and paint.
 - Lloyds Plaza back yard clean up for the new CRC tenants.
 - Picture hanging and re-arranging in front office of Admin.
 - Assisting Aircon Technician installing new aircons into the Gym.

Plumbing

- Water pressure/flow test repot for the Lions Park project.
- Quotations for re-newel of sewer tanks and leech drains for vacant block underway.

Officers Recommendation / Council Resolution:

Moved: Cr BM Day
Seconded: Cr M Anderson

That the Works and Services Manager's report for February 2023 be received.

RESOLUTION 2022/23-177

CARRIED 6/0

9.1.2 YOUTH AND RECREATION SERVICES REPORT – FEBRUARY 2023

Activity	Girls		Boys		Activity Total	No. of Sessions	Average Attendance
	5-11	12-18	5-11	12-18			
Swimming Pool sports/activities	40	29	43	40	152	4	38
Yarn Night Drop in	10	20	14	25	69	4	17
Movie Night	20	18	30	25	93	3	31
ART	36	17	31	23	107	6	18
Indoor Cricket/SMF	33	30	45	36	144	3	48
Basketball vs Karalundi	20	16	20	19	75	2	37
Music	30	18	30	10	88	6	14
Soccer	45	31	56	42	174	5	35

February was awesome for our Youth Services crew, with school starting back, all of our visitors for the holidays have returned home and we are back to our usual first term program.

This month we have the Stephen Michael Foundation (SMF) back on board with us on Tuesday nights running cricket down at the indoor centre. We start our night with some training drills and light warm ups with Wes (SMF) and get straight into a game of indoor cricket where we have seen the boys team fall to the girls team for three straight weeks now, which has sparked quiet a rivalry.

Music has taken off in Meeka this month with the addition of a new music teacher starting at the school. He generously lends his time to us at the Youth Centre, by fixing and re-organising our music room and starting guitar and drum lessons with our kids.

School starting again means our rivalry with Karalundi in the basketball realm has reignited and is going strong, we are very proud to report that we have picked up our first win for the year and hope to have many more.

With February behind us, we look forward to March and hope it brings the same great energy and vibes as February.

Officers Recommendation / Council Resolution:

Moved: Cr JC Holden
Seconded: Cr MJ Smith

That the Youth Sport and Recreation Services Officer's report for February 2023 be received.

RESOLUTION 2022/23-178

CARRIED 6/0

9.1.3 AIRPORT MANAGER'S REPORT- FEBRUARY 2023

Aircraft Movements and Statistics

Aircraft movements for General Aviation, Charter, RPT & RFDS were on par with February 2022. Total fuel sales for February 2023 were lower than February 2022 and was noted little aerial survey work was conducted during February 2023 compared to February of previous years.

The figures below reflect the differences between February 2022 and February 2023.

	February 2022	February 2023	Variance
General Aircraft Landed:	78	81	+4%
RFDS Landed	45	47	+4%
Avgas	6,149	4,948	-19%
Jet A1	25,6127	24,671	-3%
Total Fuel Sold	31,766	26,619	-6%

	YTD 2021	YTD 2022	Variance
General Aircraft Landed:	142	157	+10%
RFDS Landed	100	101	+1%
Avgas	13,301	11,305	-15%
Jet A1	49,594	50,247	+1%
Total Fuel Sold	62,895	61,552	-2%

Aerodrome Works:

Aerodrome works for the month include:

- General maintenance and upkeep of facilities and equipment.
- Lawns / gardens and terminal plants upkeep.
- Ongoing weed spraying and chipping occurring airside along runway strips to keep weed growth to a minimum and restrict grass height.
- Rolling of pavement movement surfaces with multi wheeled roller during February. Areas included Main runway 09/27, Taxiway A, C & D, Main apron and RFDS apron.
- AirBP RFDS JetA1 fuel facility decommissioned and removed (6 Days) from RFDS lease area with ground returned to level.
- Crack patching to Main Apron, RFDS, Taxiway A & Runway 09/27 commenced last week in February. Included respray of the Fuel Resistant Seal (FRS) on main apron and repaint of all apron line markers and lead in lines.

Aerodrome Security:

Nil security incidents.

Upgrade of the airport security lock & key system to commence 27th February 2023 and expected to be completed by 03rd March 2023.

Safety Management System:

Nil.

Budget items completed:

Nil Pending

Airport Emergency:

Nil emergencies to report.

Bird/Animal Activity:

Bird & Animal activity around the Meekatharra aerodrome has remained a low risk.

General:

CASA approval of the aerodrome manual review is currently pending notification.

Annual Technical & Electrical inspections are due to be completed in March.

Department of Transport (WA) advised the Shire during February of a successful RADs funding application for airport pavement refurbishment works to a value of \$605 000.00. Funding is expected to be allocated for commencement in July 2023 with the Shire commencing the tender process at that time. Works are expected to be completed in November/December 2023.

Mike Cuthbertson

Airport Manager

01/03/2023

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith

Seconded: Cr M Anderson

That the Airport Manager's report for February 2023 be received.

RESOLUTION 2022/23-179

CARRIED 6/0

9.1.4 RANGERS REPORT – FEBRUARY 2023

Prepared by P Smith, Canine Control
Date March 2023

31 January - 1 February 2023

Complaints Received:

No new written complaints had been received since the last visit.

Animals Trapped:

Trapping cages were set at various locations around town including the industrial area and behind the shire. These were monitored during the evening. No animals were caught during this time.

Animals Destroyed:

No animals were destroyed.

Further Patrols:

Patrols were conducted of Peace Gorge, Town Oval, Rubbish Tip, Railway Dam, recreational facilities and surrounding areas. Patrols were conducted at the Hot Rod track, airport, cemetery, and racetrack, around the school and around town. Patrols and security checks were conducted around town at various times. No animals were seen wandering.

21 February - 22 February 2023

Complaints Received:

Two new written complaints had been received. Patrols were conducted and the subject of one complaint was located. The owner arrived home and was interviewed. The dog was already registered and microchipped. Enquiries are continuing.

The dogs involved in the other complaint couldn't be located. Enquiries are continuing.

Animals Trapped:

Trapping cages were set at various locations around town including the industrial area. These were monitored during the evening. No animals were caught.

Animals Destroyed:

No animals were destroyed.

Further Patrols:

Patrols were conducted of Peace Gorge, Town Oval, Rubbish Tip, Railway Dam, recreational facilities and surrounding areas. Patrols were conducted at the Hot Rod track, airport, cemetery, and racetrack, around the school and around town. Searched for illegal camper but nothing was seen. Patrols and security checks were conducted around town at various times. No dogs were seen wandering.

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall
Seconded: Cr JC Holden

That the Ranger's Report for February 2023 be received.

RESOLUTION 2022/23-180

CARRIED 6/0

9.1.5 STATUS REPORT

Council Decisions – Status Report

Note: This report lists only those Council decisions which require a specific, non-repetitive action.

Meeting Date	Item No	Title and Resolution Summary	Responsibility	Action	Status
15.07.06	9.3.6	Meekatharra Heritage and Canyon Trails Project	CEO/ CONS	Not proceeding with Canyon Trail until approvals are presented to Council Advise Agencies that provided grants about halt and ask if funds can be transferred to other sections of project. Take steps to secure tenure over historic sites connected to Meeka Heritage Trails Project Determine status of all reserves, vesting orders and roads within the shire.	Complete Complete In Progress
16.07.16	9.4.5	Old Power Station	CDSM/CEO	Horizon Power advised 16.07.16. Contamination clearance in process. 03.10.19 Contaminated soil now excavated and in the process of reinstatement. Contractors onsite in mid-November to complete the remediation. 10.02.20 Remediation continues	In Progress
21.11.20	9.3.1	Murchison Regional Vermin Council Ongoing Contributions	CEO	Letter to MRVC 25/11/20 Emailed Lawyer 30/11/20 New Deed to MRVC 10/12/20 MRVC Returned & signed deed 11/01/21 Awaiting advice from Dept of Local Govt	Complete Complete Complete Complete In Progress
27.06.20	9.5.3	Mission Australia Short Term Accommodation Proposal	CDO/CDSM	Mission and Housing contacted Dept of Housing working on asset disposal process Valuation being sought Settlement of property	Complete Complete Complete Complete

				Lease agreement	In Progress
17.10.20	9.6.1	Gabanintha – Nannine Road – Heavy Haulage	CEO	Emailed MSP Engineering Pty Ltd 20/10/2020 <input type="checkbox"/> Formalise Agreement <input type="checkbox"/> Bond Received	In Progress
20.03.21	10.2	Heavy Haulage – Meekatharra – Sandstone Road and Gabinantha-Nannine Road	CEO	Emailed Monument Murchison Pty Ltd 23/03/2021	In Progress
18.09.21	9.4.1	Extension to Boundaries of Reserve 45111	CDSM	Progressing	In Progress
18.09.21	9.7.2	Tender – Pavement Works at the Airport	CEO/CDSM	Tender awarded and works completed	Complete
20.11.21	10.1	Tender – Pavement works at the Airport	CEO/CDSM	as above	Complete
09.04.22	9.7.1	Mission Australia Lease – Lot 5 (64) Hill Street	CEO	Awaiting Mission Australia to execute Lease	In Progress
23.05.22	11.3	Memorandum of understanding – Youth Focus Boxing Program	CEO	Advised Youth Focus 26.05.22 MOU execution and program initiation MOU signed 01.11.2022	Complete
25.06.22	13.2	Sale of Lot 213 (#102) Darlot Street	CEO	Settlement due 31/03/2023	In progress
16.07.22	11.1	Excision of Land from Reserve 15815 for Power Generation	CDSM	CDSM sent letters to Horizon Power and DPLH advising of Council decision. Horizon Power to lodge required forms	In Progress
19/11/2	9.3.2	Road Reserve Closure – Australian Vanadium	DCEO	Application has been submitted to Department	In Progress
19/11/22	9.3.4	Review of Shire of Meekatharra 2019 Policy Manual	CEO	Commenced review	In progress
19/11/22	9.3.7	Local Planning Scheme No.4 and Local Planning Strategy	CDSM	Sent Scheme and Strategy to DPLH on 07/12/22. Workshop with planning consultant held 08/12/22. DPLH assessing documents.	In Progress

19/11/22	13.1	VIVA Energy Australia Airport Lease Request	CEO	Draft Lease sent to VIVA	In Progress
16/12/22	9.3.2	Town Sports Oval Shared Use Agreement	CDSM	Advised Dept Education 20/12/22 of Council decision. Pending Dept signing agreement.	In Progress
16/12/22	9.4.2	RFT 2022/23-3 Swimming Pool Upgrade Tender	CDSM	Tender advertised in West Australian, on website, Dust and noticeboards with closing date 13/02/23 Tender responses presented to March 2023 OCM	Complete
16/12/22	9.4.3	Lions Park Upgrade	CDSM	Detail design – underway Funding – Lotterywest application lodged and sponsorship from businesses sought	In Progress
21/01/23	9.3.1	Extraordinary Election – Postal/In Person Election	CEO	Process commenced advertised enrolment	Ongoing In progress
21/01/23	9.4.1	Childcare Investigation Proposal	CDSM	Advised Community Early Learning Australia (CELA) of Council decision	In Progress
21/01/23	9.4.2	Lot 17 Lease Renewal – Youth Focus	CDSM	Advised tenant via email 31/01/23	In Progress
18/02/23	9.3.1	Council Meeting Dates for April 2023	DCEO	Public notice given,	Completed
18/02/23	9.3.2	Audit Management Letter – Significant issue Report	DCEO	Report sent to minister.	Completed
18/02/23	9.3.3	Donation Shire Derby West Kimberley – Flood Disaster	CEO	Written advice and payment sent to Shire Derby West Kimberley	Completed
18/02/23	9.3.4	Applications for Mining Tenement, Exploration, Prospecting and Miscellaneous – Various	CEO	Letters sent	Completed
18/02/23	9.3.5	Australian Local Government Association 2023 Convention	CEO	Registration and bookings made for CEO	Complete
18/02/23	9.3.6	Request for Donation – Meekatharra School of the Air	CEO	Letter sent and payment processed	Completed

18/02/23	9.4.1	Town Planning – TP23-001 - Demolition of Lot 184 Darlot Street (Old Convent)	CDSM	Applicant advised of Council decision 18/02/2023 Demolition permit to be issued once tenant has supplied required documents	In Progress
18/02/23	11.1	Request for Tender 2022/23-4 Provision of Road Construction Work – Ashburton Downs Road	CEO	Written advice sent to successful and unsuccessful tenderers. Successful tenderer to commence 10/3/23	Completed
18/02/23	13.1	Purchase of Housing Accommodation for Leasing – Rescission Motion	CEO	Advice sent to Mission Australia	In Progress

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall

Seconded: Cr M Anderson

That the Status Report be received.

RESOLUTION 2022/23-181

CARRIED 6/0

9.2 FINANCE

9.2.1 MONTHLY FINANCIAL REPORT PERIOD ENDED FEBRUARY 2023

File Ref:**Date of Report:**

10 March 2023

Disclosure of Interest:

Nil

Author:

Peter Dittrich

Deputy Chief Executive Officer


Signature of Author**Senior Officer:**

Kelvin Matthews

Chief Executive Officer


Signature Senior Officer**Summary:**

Monthly Financial Report

Background:

Financial Activity Statement Report – s.6.4

(1A) In this regulation — committed assets means revenue unspent but set aside under the annual budget for a specific purpose.

(1) A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, 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); and

(b) budget estimates to the end of the month to which the statement relates; and

(c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates; and

(d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and

(e) the net current assets at the end of the month to which the statement relates.

(2) Each statement of financial activity is to be accompanied by documents containing —

(a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets; and

(b) an explanation of each of the material variances referred to in sub-regulation (1)(d); and

(c) such other supporting information as is considered relevant by the local government.

(3) The information in a statement of financial activity may be shown —

(a) according to nature and type classification; or

(b) by program; or

(c) by business unit.

(4) A statement of financial activity, and the accompanying documents referred to in sub-regulation (2), are to be —

(a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and

(b) recorded in the minutes of the meeting at which it is presented.

(5) *Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.*

[Regulation 34 inserted in Gazette 31 Mar 2005 p. 1049-50; amended in Gazette 20 Jun 2008 p. 2724.]

[35. Deleted in Gazette 31 Mar 2005 p. 1050.]

Comment:

A monthly financial report is to be presented to Council at the next ordinary meeting following the end of the reporting period.

At the time the report was prepared, the bank reconciliation had not been completed. There is no material effect on the statements.

Consultation:

Megan Shirt – Local Government Consultant

Statutory Environment:

Local Government Act 1995 Section 6.4 Financial Report

Financial Management Regulations 34

Policy Implications:

Nil

Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr BM Day

Seconded: Cr MJ Smith

That the financial report for the period ending February 2023 be received.

RESOLUTION 2022/23-182

CARRIED 6/0

SHIRE OF MEEKATHARRA
MONTHLY FINANCIAL REPORT
For the Period Ended 28 February 2023
LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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*Statement of Financial Activity By Nature or Type

Statement of Financial Activity by Program

Statement of Budget Amendments

*Note 1 Explanation of Material Variances

*Note 2 Net Current Funding Position

Note 3 Cash and Investments

Note 4 Budget Amendments

Note 5 Receivables

Note 6 Cash Backed Reserves

Note 7 Grants

Note 8a Capital Expenditure

Note 8b Capital Expenditure - Road Infrastructure Detail

Note 9 Capital Disposals

Report Purpose

This report is prepared to meet the requirements of *Local Government (Financial Management) Regulations 1996*, Regulation 34 .

* Indicates Statutory Report

Statement of Financial Activity

Is presented on page 2 and 3 and shows a surplus as at 28 February 2023 of \$8,349,581.

Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation.

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(By Nature or Type)
For the Period Ended 28 February 2023

	Note	Original Annual Budget	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues		\$		\$	\$	\$	%	
Rates		5,514,433	5,514,433	5,534,385	5,701,777	167,392	3.02%	
Operating Grants, Subsidies and Contributions	7	1,627,187	1,627,187	1,272,370	1,689,166	416,796	32.76%	▲
Fees and Charges		1,299,492	1,299,492	905,483	1,280,725	375,242	41.44%	▲
Service Charges		0	0	0	0	0		
Interest Earnings		132,803	132,803	58,187	86,311	28,124	48.33%	▲
Other Revenue		349,713	349,713	171,678	219,393	47,715	27.79%	▲
Profit on Disposal of Assets	9	203,607	203,607	202,848	176,630	(26,218)	(12.92%)	▼
Total Operating Revenue		9,127,235	9,127,235	8,144,951	9,154,002	1,009,051		
Operating Expense								
Employee Costs		(2,482,045)	(2,482,045)	(1,551,406)	(1,593,558)	42,152	2.72%	
Materials and Contracts		(4,295,804)	(4,295,804)	(2,758,270)	(2,646,649)	(111,621)	(4.05%)	
Utility Charges		(356,377)	(356,377)	(237,315)	(239,341)	2,026	0.85%	
Depreciation on Non-Current Assets		(7,532,730)	(7,532,730)	(5,021,235)	(4,158,682)	(862,553)	(17.18%)	▼
Interest Expenses		0	0	0	0	0		
Insurance Expenses		(227,158)	(227,158)	(227,149)	(234,394)	7,245	3.19%	
Other Expenditure		(283,523)	(283,523)	(125,930)	(129,368)	3,438	2.73%	
Loss on Disposal of Assets	9	(87,670)	(87,670)	(83,042)	(170,095)	87,053	(104.83%)	
Total Operating Expenditure		(15,265,307)	(15,265,307)	(10,004,347)	(9,172,086)	(832,261)		
Non-Operating Revenues								
Non-Operating Grants & Contributions	7	3,601,214	3,700,764	2,675,595	3,495,718	820,123	30.65%	▲
Less Unspent Grants rec'd in current year	7	0	0	0	(1,201,575)	(1,201,575)		▼
Net Non-Operating Grants		3,601,214	3,700,764	2,675,595	2,294,143	(381,452)		
Total Comprehensive Income		- 2,536,858	- 2,437,308	816,199	2,276,059	1,459,860		
Funding Balance Adjustments								
Add back Depreciation		7,532,730	7,532,730	5,021,235	4,158,682	(862,553)	(17.18%)	▼
Adjust (Profit)/Loss on Asset Disposal	9	(115,937)	(115,937)	(119,806)	(6,535)	113,271	(94.55%)	
Adjust Provisions		0	0	0	(8,177)	(8,177)		
Net Cash from Operations		4,879,935	4,979,485	5,717,628	6,420,029	702,401		
Proceeds from Disposal of Assets	9	684,500	684,500	684,500	886,591	202,091	29.52%	▲
Total Capital Revenues		684,500	684,500	684,500	886,591	202,091		
Non-Operating Expenses								
Land and Buildings	8	(2,185,082)	(2,185,082)	(666,452)	(564,114)	(102,338)	(15.36%)	▼
Furniture and Equipment	8	(79,500)	(79,500)	(69,500)	(23,080)	(46,420)	(66.79%)	▼
Plant and Equipment	8	(3,696,963)	(3,696,963)	(392,553)	(2,944,086)	2,551,533	649.98%	▲
Infrastructure - Roads	8	(8,663,094)	(8,663,094)	(6,439,825)	(4,019,126)	(2,420,699)	(37.59%)	▼
Infrastructure - Footpaths	8	(200,000)	(200,000)	0	0	0	0.00%	
Infrastructure - Airports	8	(1,208,000)	(1,208,000)	0	0	0	0.00%	
Infrastructure - Other	8	(1,448,703)	(1,548,253)	(194,500)	(30,181)	(164,319)	(84.48%)	▼
Total Capital Expenditure		(17,481,342)	(17,580,892)	(7,762,830)	(7,580,587)	(182,243)		
Net Cash from Capital Activities		(16,796,842)	(16,896,392)	(7,078,330)	(6,693,996)	19,848		
Financing								
Transfer to Reserves	6	(300,488)	(300,488)	0	0	0		
Transfer from Reserves	6	3,872,563	3,872,563	0	0	0		
Net Cash from Financing Activities		3,572,075	3,572,075	0	0	0		
Net Operations, Capital and Financing		(8,344,832)	(8,344,832)	(1,360,702)	(273,967)	1,086,735		
Opening Funding Surplus(Deficit)	2	8,344,832	8,344,832	8,344,832	8,623,548	278,716	3.34%	
Closing Funding Surplus(Deficit)	2	0	0	6,984,130	8,349,581	1,365,451		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 2 for an explanation of the reasons for the variance.

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

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(Statutory Reporting Program)
For the Period Ended 28 February 2023

Note	Amended Annual Budget	Amended YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
Operating Revenues						
* Includes Non- Operating Grants						
General Purpose Funding - Rates	5,514,433	5,534,385	5,701,777	167,392	3.02%	
General Purpose Funding - Other	1,140,907	812,310	1,223,750	411,440	50.65%	▲
Law, Order and Public Safety	19,970	12,291	3,178	(9,113)	(74.14%)	
Health	106,104	104,150	100,739	(3,411)	(3.28%)	
Education and Welfare	161,110	118,907	104,226	(14,681)	(12.35%)	▼
Housing	29,500	19,286	33,529	14,243	73.85%	▲
Community Amenities	144,426	126,728	112,409	(14,319)	(11.30%)	▼
Recreation and Culture	203,195	78,894	25,071	(53,823)	(68.22%)	▼
Transport	5,212,495	3,836,885	5,171,823	1,334,937	34.79%	▲
Economic Services	171,120	116,043	25,086	(90,957)	(78.38%)	▼
Other Property and Services	124,659	60,587	148,132	87,545	144.49%	▲
Total Operating Revenue	12,827,999	10,820,546	12,649,720	1,829,173		
Operating Expense						
Governance	(737,905)	(437,980)	(447,000)	9,020	2.06%	
General Purpose Funding	(233,176)	(147,075)	(131,427)	(15,648)	(10.64%)	▼
Law, Order and Public Safety	(203,936)	(139,350)	(106,010)	(33,340)	(23.93%)	▼
Health	(252,473)	(205,303)	(160,105)	(45,198)	(22.02%)	▼
Education and Welfare	(829,423)	(549,642)	(616,481)	66,839	12.16%	▲
Housing	(29,500)	(36,004)	(95,782)	59,778	166.03%	▲
Community Amenities	(677,681)	(427,844)	(346,713)	(81,131)	(18.96%)	▼
Recreation and Culture	(1,730,694)	(1,171,894)	(1,033,163)	(138,731)	(11.84%)	▼
Transport	(9,596,068)	(6,267,277)	(5,375,795)	(891,482)	(14.22%)	▼
Economic Services	(608,382)	(429,117)	(374,334)	(54,783)	(12.77%)	▼
Other Property and Services	(366,069)	(192,861)	(485,275)	292,414	151.62%	▲
Total Operating Expenditure	(15,265,307)	(10,004,347)	(9,172,086)	(832,261)		
Funding Balance Adjustments						
Add back Depreciation	7,532,730	5,021,235	4,158,682	(862,553)	(17.18%)	▼
Adjust (Profit)/Loss on Asset Disposal	(115,937)	(119,806)	(6,535)	113,271	(94.55%)	
Adjust Provisions	0	0	(8,177)	(8,177)		
Less Unspent Grants rec'd in current year	0	0	(1,201,575)	(1,201,575)		
Net Cash from Operations	4,979,485	5,717,628	6,420,029	702,401		
Non-Operating Revenues						
Proceeds from Disposal of Assets	684,500	684,500	886,591	202,091	29.52%	▲
Total Capital Revenues	684,500	684,500	886,591	202,091		
Non-Operating Expenses						
Land and Buildings	(2,185,082)	(666,452)	(564,114)	(102,338)	(15.36%)	▼
Furniture and Equipment	(79,500)	(69,500)	(23,080)	(46,420)	(66.79%)	▼
Plant and Equipment	(3,696,963)	(392,553)	(2,944,086)	2,551,533	649.98%	▲
Infrastructure - Roads	(8,663,094)	(6,439,825)	(4,019,126)	(2,420,699)	(37.59%)	▼
Infrastructure - Airports	(1,208,000)	0	0	0	0.00%	
Infrastructure - Other	(1,548,253)	(194,500)	(30,181)	(164,319)	(84.48%)	▼
Total Capital Expenditure	(17,580,892)	(7,762,830)	(7,580,587)	(182,243)		
Net Cash from Capital Activities	(16,896,392)	(7,078,330)	(6,693,996)	(384,334)		
Transfer to Reserves	(300,488)	0	0	0		
Transfer from Reserves	3,872,563	0	0	0		
Net Cash from Financing Activities	3,572,075	0	0	0		
Net Operations, Capital and Financing	(8,344,832)	(1,360,702)	(273,967)	1,086,734		
Opening Funding Surplus(Deficit)	8,344,832	8,344,832	8,623,548	278,716	3.34%	
Closing Funding Surplus(Deficit)	0	6,984,130	8,349,581	1,365,450		

Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.
Refer to Note 1 for an explanation of the reasons for the variance.

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

SHIRE OF MEEKATHARRA
STATEMENT OF BUDGET AMENDMENTS
(Statutory Reporting Program)
For the Period Ended 28 February 2023

	Adopted Budget	Adopted Budget Amendments (Note 4)	Amended Annual Budget	Amended YTD Budget (a)
Operating Revenues	\$	\$	\$	\$
Governance	80	0	80	80
General Purpose Funding - Rates	5,514,433	0	5,514,433	5,534,385
General Purpose Funding - Other	1,140,907	0	1,140,907	812,310
Law, Order and Public Safety	19,970	0	19,970	12,291
Health	106,104	0	106,104	104,150
Education and Welfare	161,110	0	161,110	118,907
Housing	29,500	0	29,500	19,286
Community Amenities	144,426	0	144,426	126,728
Recreation and Culture	203,195	0	203,195	78,894
Transport	5,112,945	99,550	5,212,495	3,836,885
Economic Services	171,120	0	171,120	116,043
Other Property and Services	124,659	0	124,659	60,587
Total Operating Revenue	12,728,449	99,550	12,827,999	10,820,546
Operating Expense				
Governance	(737,905)	0	(737,905)	(437,980)
General Purpose Funding	(233,176)	0	(233,176)	(147,075)
Law, Order and Public Safety	(203,936)	0	(203,936)	(139,350)
Health	(252,473)	0	(252,473)	(205,303)
Education and Welfare	(829,423)	0	(829,423)	(549,642)
Housing	(29,500)	0	(29,500)	(36,004)
Community Amenities	(677,681)	0	(677,681)	(427,844)
Recreation and Culture	(1,730,694)	0	(1,730,694)	(1,171,894)
Transport	(9,596,068)	0	(9,596,068)	(6,267,277)
Economic Services	(608,382)	0	(608,382)	(429,117)
Other Property and Services	(366,069)	0	(366,069)	(192,861)
Total Operating Expenditure	(15,265,307)	0	(15,265,307)	(10,004,347)
Funding Balance Adjustments				
Add back Depreciation	7,532,730	0	7,532,730	5,021,235
Adjust (Profit)/Loss on Asset Disposal	(115,937)	0	(115,937)	(119,806)
Adjust Provisions and Accruals	0	0	0	0
Net Cash from Operations	4,879,935	99,550	4,979,485	5,717,628
Capital Revenues				
Proceeds from Disposal of Assets	684,500	0	684,500	684,500
Total Capital Revenues	684,500	0	684,500	684,500
Capital Expenses				
Land and Buildings	(2,185,082)	0	(2,185,082)	(666,452)
Furniture and Equipment	(79,500)	0	(79,500)	(69,500)
Plant and Equipment	(3,696,963)	0	(3,696,963)	(392,553)
Infrastructure - Roads	(8,663,094)	0	(8,663,094)	(6,439,825)
Infrastructure - Footpaths	(200,000)	0	(200,000)	0
Infrastructure - Airports	(1,208,000)	0	(1,208,000)	0
Infrastructure - Other	(1,448,703)	(99,550)	(1,548,253)	(194,500)
Total Capital Expenditure	(17,481,342)	(99,550)	(17,580,892)	(7,762,830)
Net Cash from Capital Activities	(16,796,842)	(99,550)	(16,896,392)	(7,078,330)
Financing				
Transfer to Reserves	(300,488)	0	(300,488)	0
Transfer from Reserves	3,872,563	0	3,872,563	0
Net Cash from Financing Activities	3,572,075	0	3,572,075	0
Net Operations, Capital and Financing	(8,344,832)	0	(8,344,832)	(1,360,702)
Opening Funding Surplus(Deficit)	8,344,832	0	8,344,832	8,344,832
Closing Funding Surplus(Deficit)	0	0	0	6,984,130

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

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
(By Program)
For the Period Ended 28 February 2023

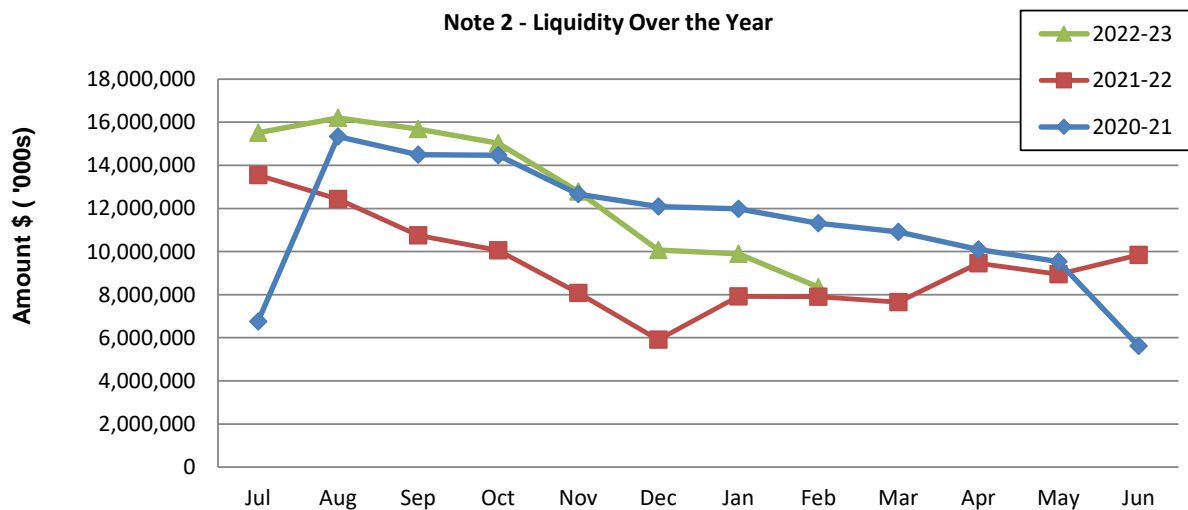
Note 1: EXPLANATION OF MATERIAL VARIANCES

BY Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Rates	167,392	3.02%			Under variance reporting threshold.
Operating Grants, Subsidies and Contributions	416,796	32.76%	▲	Permanent	Financial assistance grants are \$387k better than YTD Budget. Local road grant is \$35k better than YTD and Annual Budget.
Fees and Charges	375,242	41.44%	▲	Timing	Higher than budget YTD landing fees and Fuel sales of \$137k and timing adjustment on the posting of receipts from asset sales of \$289k. These are offset by lower revenue variances of less than \$10k.
Interest Earnings	28,124	48.33%	▲	Permanent	Better than budgeted revenue as a result of higher market interest rates on investments.
Other Revenue	47,715	27.79%	▲	Timing	School oval revenue is \$61k lower than YTD Budget as a result of a debt reversal, reimbursement Income \$17k and fuel rebates are \$23k lower than YTD Budget. This is more than offset by higher Air BP fuel sales of \$20K and miscellaneous plant sales at auction of \$173k. With the exception of the plant sales, these are likely timing variances, and will be assessed with the Budget review.
Profit on Disposal of Assets	(26,218)	0.00%	▼	Permanent	Profit on Sale of Assets is lower than budget. This is a non cash item that has no cash impact on the funding position of the Shire.
Operating Expense					
Employee Costs	42,152	2.72%			Under variance reporting threshold.
Materials and Contracts	(111,621)	(4.05%)			Under variance reporting threshold.
Utility Charges	2,026	0.85%			Under variance reporting threshold.
Depreciation on Non-Current Assets	(862,553)	(17.18%)	▼	Permanent	Increased Roads depreciation makes up the bulk of the variance.
Insurance Expenses	7,245	3.19%			Under variance reporting threshold.
Other Expenditure	3,438	2.73%			Under variance reporting threshold.
Loss on Disposal of Assets	87,053	(104.83%)			Under variance reporting threshold.
Funding Balance Adjustments					
Add back Depreciation	(862,553)	(17.18%)	▼	Timing	Increased Roads depreciation makes up the bulk of the variance.
Adjust (Profit)/Loss on Asset Disposal	113,271	(94.55%)			Under variance reporting threshold.
Capital Revenues					
* Refer Statement by Nature or Type - Non- Operating Grants and Contributions	820,123	30.65%	▲	Permanent	Additional funds for LRCIP and WANDRRA received above Budget. Staff will address this with the Budget review.
Proceeds from Disposal of Assets	202,091	0.00%	▲	Timing	Assets Sales have resulted in higher revenue than budgeted.
Capital Expenses					
Land and Buildings	(102,338)	(15.36%)	▼	Timing	Refer to Note 8 for Capital Expenditure detail
Furniture and Equipment	(46,420)	(66.79%)	▼	Timing	Refer to Note 8 for Capital Expenditure detail
Plant and Equipment	2,551,533	649.98%	▲	Timing	Refer to Note 8 for Capital Expenditure detail
Infrastructure - Roads	(2,420,699)	(37.59%)	▼	Timing	Under variance reporting threshold.
Infrastructure - Footpaths	0	0.00%			Under variance reporting threshold.
Infrastructure - Airports	0	0.00%			Under variance reporting threshold.
Infrastructure - Other	(164,319)	(84.48%)	▼	Timing	Refer to Note 8 for Capital Expenditure detail
Opening Funding Surplus(Deficit)	278,716	3.34%			

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note 2: NET CURRENT FUNDING POSITION

Positive=Surplus (Negative=Deficit)			
Note	YTD 28 Feb 2023	Previous Month	YTD 28 Feb 2022
	\$	\$	\$
Current Assets			
Cash Unrestricted	7,530,695	7,566,683	5,919,757
Cash Restricted Reserves	21,178,024	21,178,024	21,136,920
Receivables - Rates and Rubbish	1,805,098	1,783,765	1,091,634
Receivables -Other	1,471,875	1,382,113	889,600
Provision for Doubtful debts	(120,309)	(120,309)	(93,876)
Interest / ATO Receivable/Trust	44,427	131,457	153,237
Inventories	321,195	285,574	137,616
	32,230,250	32,207,307	29,234,889
Less: Current Liabilities			
Payables	(279,676)	(319,100)	(111,954)
Bonds Held	(12,194)	(11,414)	(86,262)
Provisions	(170,839)	(170,839)	(369,103)
Unspent Grants Received this Year	(1,201,575)	(808,760)	0
	(1,664,285)	(1,310,113)	(567,318)
Net Current Assets	30,565,965	30,897,194	28,667,570
Less: Cash Reserves	(22,387,224)	(21,178,024)	(21,136,920)
Plus Provisions	170,839	170,839	369,103
Net Current Funding Position	8,349,580	9,890,009	7,899,753



Comments - Net Current Funding Position

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note 3: CASH AND INVESTMENTS

	Interest Rate	Unrestricted \$	Restricted \$	Bonds \$	Balance of Account \$	Institution	Maturity Date
(a) Cash Deposits							
Municipal Bank Account	Variable	887,187	0	0	887,187	Westpac	At Call
Air BP	Variable	3,020	0	0	3,020	Westpac	At Call
Maxi Account	Variable	5,776,158	5,145,155	0	10,921,314	Westpac	At Call
(b) Term Deposits							
698577	3.81%	0	17,242,069	0	17,242,069	Westpac	30-Mar-23
Total		6,666,365	22,387,224	0	29,053,589		

Comments/Notes - Investments

- * This note reflects the Actual Bank Balances as per the Shire Bank Statements.
- * Any difference between the amounts shown at this note compared to Note 2 will be due to undeposited funds and unrepresented payments.

SHIRE OF MEEKATHARRA
Budget Amendments
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY

Note 4: Adopted Budget Amendments to date

GL Account Code	Increase/Decrease to Budget	Description	Council Resolution	Classification	Adopted Budget	Amended Budget	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
		Adopted Budget		Adopted Budget Closing Position	0		\$	\$	\$
				Audited Opening Surplus	8,344,832	8,344,832		0	0
Revenue									
4903		Contributions And Other Grants	2022/23-092	Operating Revenue	0	99,550	0 99,550	0 0	0 99,550
Expenditure									
MS03		Median Strip Upgrade	2022/23-092	Capital Expenses	95,000	194,550	0 0	(99,550) 0	0 0
							99,550	(99,550)	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note 5: RECEIVABLES

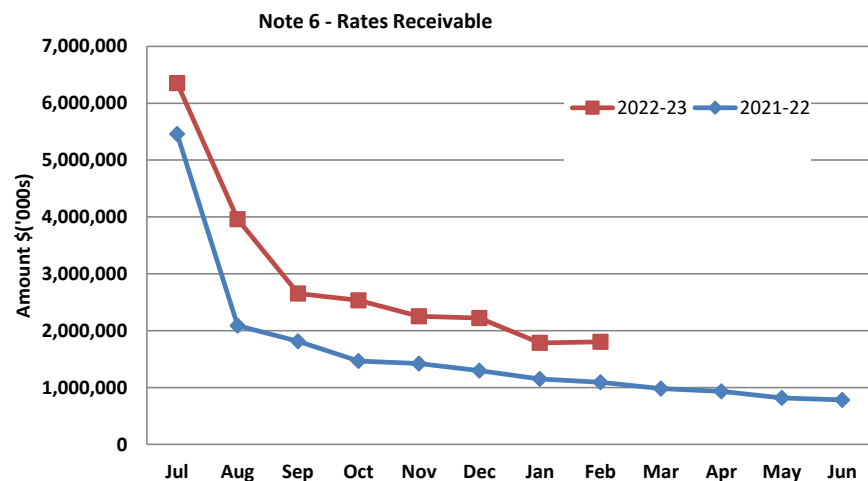
Receivables - Rates and Rubbish Receivable

Opening Arrears Previous Years
 Levied this year
Less Collections to date
 Equals Current Outstanding

Net Rates and Rubbish Collectable
 % Collected

Note 2

YTD 28 Feb 2023	30/06/2022
\$	\$
782,244	791,619
5,802,063	4,892,325
(4,779,210)	(4,901,700)
1,805,098	782,244
1,805,098	782,244
72.58%	



Comments/Notes - Receivables Rates

Rates were levied on	29-Jul-22
Full Payment or Instalment 1 due	2-Sep-22
Instalment 2 due	9-Nov-22
Instalment 3 due	12-Jan-23
Instalment 4 due	18-Mar-23

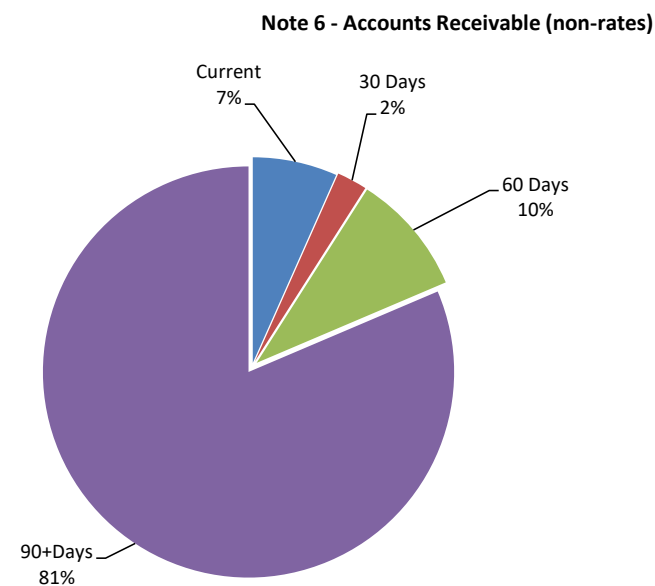
Receivables - General

Receivables - Sundry Debtors

Total Sundry Debtors Trial Balance

Amounts shown above include GST (where applicable)

Current	30 Days	60 Days	90+Days
\$	\$	\$	\$
91,272	32,645	131,236	1,116,957
			1,372,110



Comments/Notes - Receivables General

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

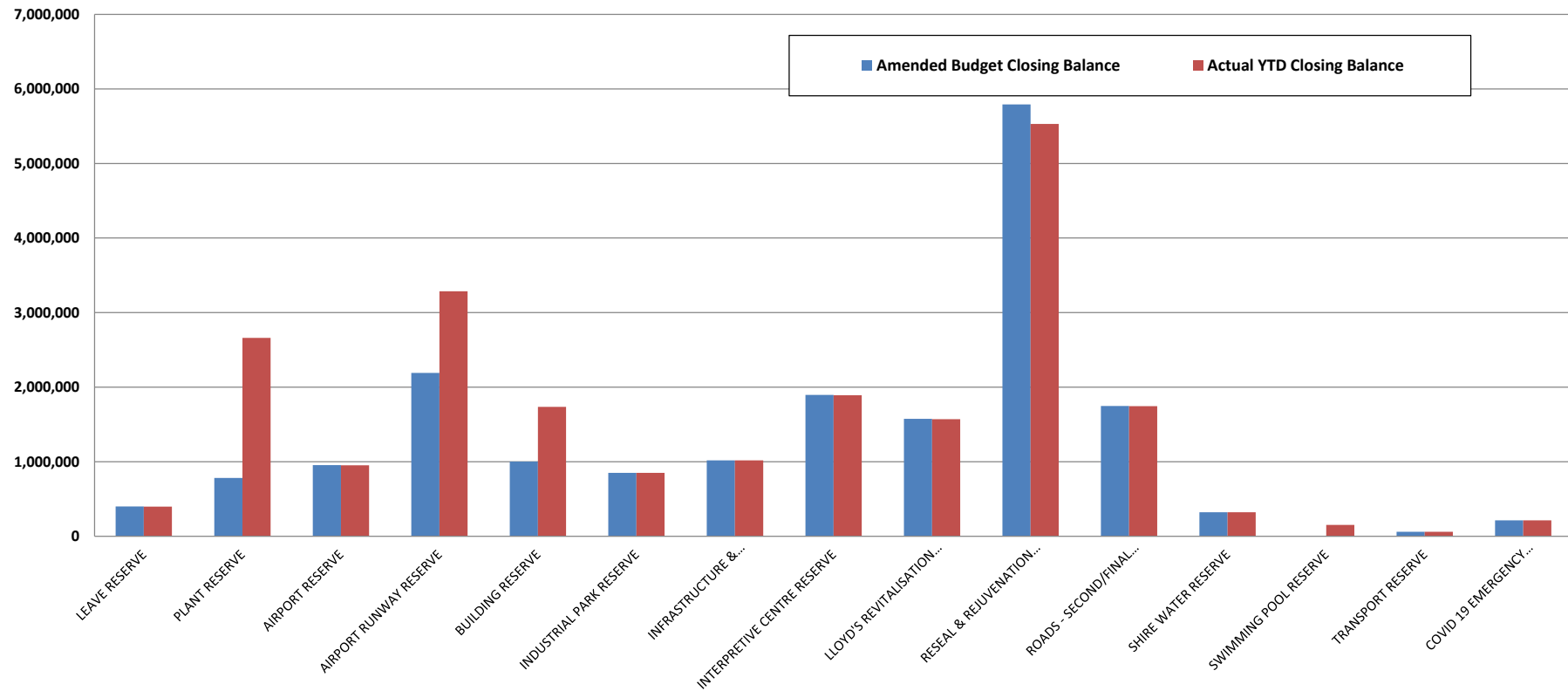
Note 6: Cash Backed Reserves

Name	Actual Opening Balance	Original Budget Interest Earned	Actual Interest Earned	Original Budget Transfers In (+)	Actual Transfers In (+)	Original Budget Transfers Out (-)	Actual Transfers Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
LEAVE RESERVE	398,160	963	0	0	0	0	0	399,123	398,160
PLANT RESERVE	2,660,383	6,008	0	0	0	(1,885,007)	0	781,384	2,660,383
AIRPORT RESERVE	953,396	2,153	0	0	0	0	0	955,549	953,396
AIRPORT RUNWAY RESERVE	3,285,102	6,647	0	0	0	(1,100,000)	0	2,191,749	3,285,102
BUILDING RESERVE	1,736,012	3,277	0	0	0	(737,556)	0	1,001,733	1,736,012
INDUSTRIAL PARK RESERVE	849,846	1,919	0	0	0	0	0	851,765	849,846
INFRASTRUCTURE & ECONOMIC DEVELOPMENT RESERVE	1,017,378	1,846	0	0	0	0	0	1,019,224	1,017,378
INTERPRETIVE CENTRE RESERVE	1,891,233	4,271	0	0	0	0	0	1,895,504	1,891,233
LLOYD'S REVITALISATION RESERVE	1,571,704	4,014	0	0	0	0	0	1,575,718	1,571,704
RESEAL & REJUVENATION RESERVE	5,529,218	11,530	0	252,226	0	0	0	5,792,974	5,529,218
ROADS - SECOND/FINAL SEALS RESERVE	1,744,753	3,940	0	0	0	0	0	1,748,693	1,744,753
SHIRE WATER RESERVE	322,648	729	0	0	0	0	0	323,377	322,648
SWIMMING POOL RESERVE	152,184	344	0	0	0	(150,000)	0	2,528	152,184
TRANSPORT RESERVE	61,207	138	0	0	0	0	0	61,345	61,207
COVID 19 EMERGENCY RESPONSE/CASHFLOW SUPPLEMENT RESERVE	214,000	483	0	0	0	0	0	214,483	214,000
	22,387,224	48,262	0	252,226	0	(3,872,563)	0	18,815,149	22,387,224

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note 6: Cash Backed Reserves cont'd

Year To Date Reserve Balance to End of Year Estimate



SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note7a: UNTIED GRANTS

	2022-23	Variations	2022-23	Operating	Non- Operating	Recoup Status	
	Original Budget	Additions (Deletions)	Amended Budget			Funds Received	Balance to be received
	\$	\$		\$	\$	\$	\$
General Purpose Funding							
Financial Assistance Grant	614,049	0	614,049	614,049	0	722,074	(108,025)
Local Road Grant	375,364	0	375,364	375,364	0	407,688	(32,324)
Law, Order and Public Safety							
D.F.E.S. Operating Grant	6,920	0	6,920	6,920	0	0	6,920
S.E.S. Operating Grant	5,180	0	5,180	5,180	0	2,232	2,949
Education and Welfare							
Misc Youth - Grants Other	10,000	0	10,000	10,000	0	0	10,000
Youth Grant - O.S.H.C. Program	26,168	0	26,168	26,168	0	26,168	0
Youth Services Grant - D.C.P. - W.A.	85,642	0	85,642	85,642	0	68,739	16,903
C.D.O. - Misc Income	0	0	0	0	0	0	0
Health							
Other Income - Wahpa	100,000	0	100,000	100,000	0	100,000	0
Recreation and Culture							
Miscellaneous Grants - Rec Off	10,000	0	10,000	10,000	0	0	10,000
Recreation Grants	60,000	0	60,000	60,000	0	10,000	50,000
Transport							
Mrd - Direct Grant	321,376	0	321,376	321,376	0	349,766	(28,390)
Street - Lighting - Operating Grant	6,488	0	6,488	6,488	0	0	6,488
Economic Services							
Fundraising Misc Income	6,000	0	6,000	6,000	0	0	6,000
Other Property and Services							
Wage Advance Reimbursements	0	0	0	0	0	2,500	(2,500)
	1,627,187	0	1,627,187	1,627,187	0	1,689,166	(61,980)

Note7b: TIED GRANTS where liability arises when funds are received but not spent to date.

	2022-23	Variations	2022-23	Operating	Non- Operating	Recoup Status		Expenditure relating to Grant funds	
	Original Budget	Additions (Deletions)	Amended Budget			Funds Received	Balance to be received	Amount Spent	Unspent Grant
	\$	\$		\$	\$	\$	\$	\$	\$
Transport									
Local Roads & Community Infrastructure Program	574,130	0	574,130	0	574,130	822,435	(248,305)	763,001	59,434
Building Better Regions Fund Grant	1,431,465	0	1,431,465	0	1,431,465	0	1,431,465	2,276,263	0
Wandrra - Natural Disaster	600,000	0	600,000	0	600,000	1,995,613	(1,395,613)	1,531,143	464,470
R2R Grant	785,619	0	785,619	0	785,619	0	785,619	40,084	0
Mrd Road Project Grant	140,000	0	140,000	0	140,000	529,222	(389,222)	0	529,222
Contributions And Other Grants	0	99,550	99,550	0	99,550	0	99,550	0	0
Aerodrome Grant Income	0	0	0	0	0	148,449	(148,449)	0	148,449
Economic Services									
Toilets at Peace Gorge	70,000	0	70,000	0	70,000	0	70,000	0	0
	3,601,214	99,550	3,700,764	0	3,700,764	3,495,718	205,046	4,610,490	1,201,575

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note 8a: CAPITAL EXPENDITURE

Assets	GL Account	Job	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Buildings									
Admin Building Capital - Planning And Stage 1 Of Office Reconfiguration	1328	AC13	140,000	0	140,000	0	0	0	
Admin Building Capital - Replace All Windows With Double Glazed	1328	AC15	60,000	0	60,000	60,000	6,946	(53,054)	
Admin Building Capital - Re-Tile Outside Front And Staff Entrance	1328	AC2	56,000	0	56,000	37,328	0	(37,328)	
Admin Building Capital - Roofing Sheets And Flashing And Relocate Split System Units	1328	AC9	160,000	0	160,000	106,664	0	(106,664)	
Yc - Split System Airconditioner In Tv Room	2437	YCC11	4,000	0	4,000	4,000	0	(4,000)	
General House Capital Works	2704	0900	13,000	0	13,000	8,664	0	(8,664)	
Lot 303 Capital Improvements	2704	0921	0	0	0	0	27,631	27,631	
Lot 206 Capital Improvements	2704	0922	48,000	0	48,000	32,000	0	(32,000)	
Lot 220 Capital Improvements	2704	0923	58,000	0	58,000	58,000	13,314	(44,686)	
Lot 87 Capital Improvements	2704	0926	8,000	0	8,000	0	19,014	19,014	
Lot 408 Hill St - Capital Improvements	2704	0927	48,000	0	48,000	48,000	4,470	(43,530)	
Lot 255 Capital Improvements	2704	0928	30,000	0	30,000	20,000	45,650	25,650	
Lot 208 Capital Improvements	2704	0929	31,000	0	31,000	20,664	13,801	(6,863)	
Lot 304 - Capital Improvements	2704	0931	30,000	0	30,000	20,000	45,650	25,650	
Lot 205 Hill St - Capital Improvements	2704	0932	41,000	0	41,000	0	0	0	
Lot 207 Hill St - Capital Improvements	2704	0933	33,000	0	33,000	0	0	0	
Airport Residence - Capital Improvements	2704	0934	30,000	0	30,000	30,000	27,910	(2,090)	
1/16 Regan St - Capital Improvements	2704	0935	8,000	0	8,000	8,000	0	(8,000)	
2/16 Regan St - Capital Improvements	2704	0936	0	0	0	0	2,041	2,041	
3/16 Regan St - Capital Improvements	2704	0937	0	0	0	0	3,193	3,193	
4/16 Regan St - Capital Improvements	2704	0938	13,000	0	13,000	13,000	0	(13,000)	
Lot 204 Hill St - Capital Improvements	2704	0979	30,000	0	30,000	30,000	0	(30,000)	
Lot 927 Mcclary St - Capital Improvements	2704	0980	0	0	0	0	6,137	6,137	
Lot 294 Hill St - Capital Improvements	2704	0981	35,000	0	35,000	35,000	7,482	(27,518)	
Lot 113 Darlot St - Capital Improvements	2704	0982	35,000	0	35,000	17,500	14,636	(2,865)	
Lot 877 Mcclary St (House No. 69)	2704	0983	25,000	0	25,000	12,500	48,017	35,517	
28 Connaughton Street	2704	0984	0	0	0	0	35,190	35,190	
New Staff Housing	2715		820,000	0	820,000	0	139,941	139,941	
Hall - Replace Evap With Other Cooling/Heating System & Assoc. Electrical Works	3544	HC03	0	0	0	0	67,987	67,987	
Hall - Replace Male Urinal With 2 Individual Waterless Urinals	3544	HC14	9,000	0	9,000	9,000	0	(9,000)	
	3634		0	0	0	0	162	162	
Pool - Buildings	3666		22,082	0	22,082	22,082	0	(22,082)	
Osir - Picture Gardens - Upgrade Toilets	3997	SR22	90,450	0	90,450	0	0	0	
Upgrade Main Building , Inc Air Con, Hws, Lighting And Circuit Board	3997	SR23	9,550	0	9,550	9,550	0	(9,550)	
Indoor Cricket Centre	4036		100,000	0	100,000	0	0	0	
Masonic Lodge - Capital	4171		11,000	0	11,000	11,000	0	(11,000)	
Depot Capital - Relace Front Doors On Town Gardeners Shed	5044	DC15	3,500	0	3,500	3,500	0	(3,500)	
Depot Capital - Renovation Of Office	5044	DC16	50,000	0	50,000	50,000	32,443	(17,557)	
Depot Capital - Renovate Ablutions	5044	DC17	0	0	0	0	2,500	2,500	
Airport - Paint Store Building	5344		3,500	0	3,500	0	0	0	
Red Sandbox - Replace Shade Structure	9651	EC05	10,000	0	10,000	0	0	0	
Community Resource Centre - Building	9681		120,000	0	120,000	0	0	0	
Buildings Total			2,185,082	0	2,185,082	666,452	564,114	(102,338)	

Minutes of Ordinary Council Meeting held on Saturday 18 March 2023

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SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note 8a: CAPITAL EXPENDITURE

Assets	GL Account	Job	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Furniture & Office Equip.									
COUNCIL CHAMBERS - FURNITURE AND EQUIPMENT	0254		32,000	0	32,000	32,000	0	(32,000)	
ADMIN OFFICE EQUIPMENT	1324		20,000	0	20,000	20,000	8,185	(11,815)	
Kz - Replace Gas Stove With New	2438	KZC01	2,000	0	2,000	2,000	2,041	41	
Kz - Water Fountain	2438	KZC06	5,000	0	5,000	5,000	4,773	(227)	
Kz - Outdoor Setting For Under Verandah	2438	KZC09	1,500	0	1,500	1,500	0	(1,500)	
C.D.O. Furniture And Equipment	2454		10,000	0	10,000	0	8,082	8,082	
Hall - Projector And Screen	3534	HC06	6,000	0	6,000	6,000	0	(6,000)	
Osr - Picture Gardens - Artificial Turf	3803	SR11	3,000	0	3,000	3,000	0	(3,000)	
Furniture & Office Equip. Total			79,500	0	79,500	69,500	23,080	(46,420)	
Plant , Equip. & Vehicles									
Ceo Vehicle	1224		64,000	0	64,000	0	0	0	
Cdsm Vehicle	1331		64,000	0	64,000	64,000	0	(64,000)	
Dceo Vehicle	1355		64,000	0	64,000	0	65,479	65,479	
Mosquito Fogger	2374		8,000	0	8,000	8,000	6,550	(1,450)	
Water Trailer	5005		140,000	0	140,000	140,000	148,334	8,334	
Misc Plant (Small Equipment > \$5000 Ex Gst)	5014		10,000	0	10,000	0	4,814	4,814	
Caravans & Equipment	5034		850,000	0	850,000	0	340,207	340,207	
Down Hole Bore Pumps And Trailers	5064		110,553	0	110,553	110,553	111,008	455	
Various Utilities	5084		70,000	0	70,000	70,000	135,307	65,307	
Sweeper	5094		365,000	0	365,000	0	154,626	154,626	
Truck	5124		756,390	0	756,390	0	677,935	677,935	
Works Manager Vehicle	5144		0	0	0	0	55,058	55,058	
Engines & Pumps (> \$5,000 Otherwise Use GI4810)	5154		20,000	0	20,000	0	0	0	
Trailer	5264		708,000	0	708,000	0	770,840	770,840	
Communication Equipment	5314		0	0	0	0	763	763	
Loader	5334		467,020	0	467,020	0	472,475	472,475	
Water Tanker	5474		0	0	0	0	690	690	
Plant , Equip. & Vehicles Total			3,696,963	0	3,696,963	392,553	2,944,086	2,551,533	
Roads Infrastructure									
Road Construction Various	4200		8,663,094	0	8,663,094	6,439,825	3,938,448	(2,501,377)	
Reseal Town Sts	4530		0	0	0	0	80,678	80,678	
Roads Infrastructure Total			8,663,094	0	8,663,094	6,439,825	4,019,126	(2,420,699)	
Footpath Infrastructure									
Footpaths - New And Renewal	5046		200,000	0	200,000	0	0	0	
Footpath Infrastructure Total			200,000	0	200,000	0	0	0	
Airport Infrastructure									
Runway Construction		1210	1,100,000	0	1,100,000	0	0	0	
Fog Seal & Crack Sealing		1218	30,000	0	30,000	0	0	0	
Aerodrome - Line Marking		1220	78,000	0	78,000	0	0	0	
Airport Infrastructure Total			1,208,000	0	1,208,000	0	0	0	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note 8a: CAPITAL EXPENDITURE

Assets	GL Account	Job	Original Annual Budget	Budget Changes	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Other Infrastructure									
Yc - Upgrade To Entry Garden	2436	YCC04	3,000	0	3,000	3,000	0	(3,000)	
Yc - Water Fountain (Of Toilet Block)	2436	YCC07	5,000	0	5,000	5,000	0	(5,000)	
Yc - Landscaping	2436	YCC09	10,000	0	10,000	10,000	0	(10,000)	
Yc - Racks For Sporting Equipment	2436	YCC10	2,000	0	2,000	2,000	0	(2,000)	
Kz - Paving Of Courtyard (Approx 15X 6M)	2440	KZC07	27,000	0	27,000	27,000	0	(27,000)	
Kz - Reticulation And Reseeding Of Lawn	2440	KZC08	5,000	0	5,000	5,000	0	(5,000)	
Kz - Shade Over Playground	2440	KZC10	40,000	0	40,000	40,000	0	(40,000)	
Refuse Site - Capital Upgrade And Expantion	2824		52,500	0	52,500	52,500	0	(52,500)	
Cemetery - Other Infrastructure	3274		50,000	0	50,000	50,000	8,999	(41,001)	
Town Drinking Fountain	3286		5,000	0	5,000	0	0	0	
Cornish Lift	3624		35,000	0	35,000	0	0	0	
Pool - Main Pool, Wading Pool & Other Infrastructure	3694		270,000	0	270,000	0	0	0	
Lions Park - Landscaping (Includes Removal Of Bmx Track)	4015	SR13	120,000	0	120,000	0	1,850	1,850	
Lions Park - Seating And Tables	4015	SR14	50,000	0	50,000	0	0	0	
Lions Park - Bbq	4015	SR15	20,500	0	20,500	0	0	0	
Cornish Lift	4174	1123	0	0	0	0	400	400	
Mainstreet Scaping - General	4984	MS01	0	0	0	0	1,800	1,800	
Mainstreet Scaping - Street Sculptures	4984	MS03	95,000	99,550	194,550	0	5,132	5,132	
Meeka Bicycle Trail	5378		50,000	0	50,000	0	0	0	
Peace Gorge	5380		140,302	0	140,302	0	0	0	
Meeka South Drive - Heritage	5388		120,016	0	120,016	0	0	0	
Meeka Town Walk - Heritage	5389		21,500	0	21,500	0	0	0	
Canyon Trail & Bridge - Inc. Research & Planning	5390		70,000	0	70,000	0	0	0	
Meeka Town Drive - Heritage	5394		70,885	0	70,885	0	0	0	
Welcome Park & Information Bay Capital Expenditure	5399		66,000	0	66,000	0	0	0	
Entry Statement & Signs	5424		120,000	0	120,000	0	12,000	12,000	
Other Infrastructure Total			1,448,703	99,550	1,548,253	194,500	30,181	(164,319)	
Capital Expenditure Total			17,481,342	99,550	17,580,892	7,762,830	7,580,587	(182,243)	

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note 8b: CAPITAL EXPENDITURE - Roads Infrastructure Detail

Assets	Job	Original Annual Budget	Amended Annual Budget	Amended YTD Budget	YTD Actual	Variance (Under)/Over	Comments
Grids Installation	1262	101,200	101,200	0	0	0	Council Funded
Grids Construction	1266	240,000	240,000	0	0	0	Council Funded
Road Construction Misc	1267	600,000	600,000	300,000	29,378	(270,623)	Council Funded
Water Bores	1268	155,250	155,250	0	0	0	Council Funded
Cut Off Walls And Drainage General	1269	200,000	200,000	0	45,000	45,000	Council Funded
Landor Rd - Roads To Recovery Funded	A66	0	0	0	38,614	38,614	R2R & Council Funded
Ashburton Downs Rd - Roads To Recovery Funded	A67	785,619	785,619	392,806	1,471	(391,335)	R2R & Council Funded
Landor Road - Bbrf Funded Business Case	BB66	2,089,759	2,089,759	2,089,757	2,276,263	186,506	BBRF & Council Funded
Mt Clere Rd - Construction	C1	110,000	110,000	0	0	0	Council Funded
Alternate Heavy Haulage Road - Council Funded	C135	25,000	25,000	0	0	0	Council Funded
High Street - Construction	C43	112,000	112,000	0	2,570	2,570	Council Funded
Savage Street - Construction	C44	112,000	112,000	0	2,570	2,570	Council Funded
Douglas Street - Construction	C54	175,000	175,000	0	10,385	10,385	Council Funded
Ashburton Downs-Meekatharra Rd - Construction	C67	300,000	300,000	0	0	0	Council Funded
Agrn: 899 (Feb 2020) General Expense	FDC00	600,000	600,000	600,000	31,755	(568,245)	WANDRRA
Agrn: 899 (Feb 2020) Flood Damage - Meekatharra - Mt Clere Road	FDC1	0	0	0	136,061	136,061	WANDRRA
Agrn: 899 (Feb 2020) Flood Damage - Trillbar Road	FDC24	0	0	0	12,678	12,678	WANDRRA
Agrn: 899 (Feb 2020) Flood Damage - Milgun Yarlalweelor Road	FDC26	0	0	0	522,535	522,535	WANDRRA
Agrn: 899 (Feb 2020) Flood Damage - Munarra Station Road	FDC31	0	0	0	33,597	33,597	WANDRRA
Landor Road - Local Roads & Community Infrastructure Program	LR66	2,000,000	2,000,000	2,000,000	763,001	(1,236,999)	LCRIP
Landor Rd - Regional Roads Funded	R66	0	0	0	80,678	80,678	RRG
Landor Rd - Regional Road Group Funding	RR66	0	0	0	2,198	2,198	RRG
Ashburton Rd - Regional Road Group Funding	RR67	1,057,266	1,057,266	1,057,262	1,428	(1,055,834)	RRG
Agrn: 743 (Jan/Feb 2017) Meekatharra - Mount Clere Road	Z1	0	0	0	27,266	27,266	WANDRRA
Agrn: 743 (Jan/Feb 2017) Peak Hill - Three Rivers Road	Z2	0	0	0	1,679	1,679	WANDRRA
Roads Infrastructure Total		8,663,094	8,663,094	6,439,825	4,019,126	-2,420,699	
Comments							
Net Flood Damage Works		600,000	600,000	600,000	765,571	165,571	WANDRRA

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
For the Period Ended 28 February 2023

Note 9: CAPITAL DISPOSALS

Original Budget Profit/(Loss) of Asset Disposal			Asset Description	Actual YTD			Comments
Net Book Value	Proceeds	Profit (Loss)		Net Book Value	Proceeds	Profit (Loss)	
\$	\$	\$					
			Education and Welfare				
28,868	15,000	(13,868)	2010 Hiace 3.0L T/D C/Bus M/T - Youth Centre	0	0	0	
			Transport				
35,000	35,000	0	Low Loader - Roadwest	33,341	45,909	12,568	
10,630	20,000	9,370	Multipac Multi-Tyred Roller - 1Chz995D	0	0	0	
26,300	20,000	(6,300)	Vibratory Compactor Cs573C Roller	0	0	0	
0	3,500	3,500	Tow behind roller	0	0	0	
0	8,000	8,000	1968 Bhb Fuel Trailer (Ex M.R.D.)	0	2,818	2,818	
9,143	15,000	5,857	Howard Porter 4Wheel Trailer Construction	0	0	0	
2,862	5,000	2,138	Single Axle Dolly (Rebuilt 2014)	0	0	0	
5,847	20,000	14,153	2001 Scout 3500 Cement Truck	5,130	22,727	17,597	
11,576	90,000	78,424	Caterpillar D6N Dozer 2004	0	0	0	
48,445	30,000	(18,445)	Caterpillar Hydraulic Excavator	0	0	0	
24,748	30,000	5,252	1971 Custom Made Triaxle Wide Deck - Low Loader	23,247	21,818	(1,429)	
22,543	35,000	12,457	Side Tipping Trailer	21,621	32,273	10,652	
22,543	35,000	12,457	Side Tipping Trailer	21,621	33,182	11,561	
33,637	65,000	31,363	1Tkp 982 - Howard Porter Tri Axle Side Tipping Trailer	0	0	0	
19,914	25,000	5,086	Haulmore Semi-Trailer	0	0	0	
19,883	25,000	5,117	Haulmore Semi-Trailer	0	0	0	
6,453	7,000	547	Bosich Bogie Dolly	0	0	0	
93,994	70,000	(23,994)	1988 Drake Quad Trailer	88,612	90,909	2,297	
822	7,000	6,178	Custom Made - 2-Axle Dolly	0	0	0	
39,708	15,000	(24,708)	2012 Bailey Tri Axle Water Tanker Trailer	37,579	26,364	(11,215)	
9,652	12,000	2,348	Water Tanker - Ex Burrows	0	0	0	
6,399	7,000	601	1975 Bosich Tandem Axle Dolly	0	0	0	
0	0	0	Other assets	599,247	566,955	(32,292)	
			Other Properties and Services				
43,355	43,000	(355)	2020 Toyota Prado GLX - DCEO	0	0	0	
0	0	0	2020 Toyota Prado GLX - WSM	49,659	43,636	(6,023)	
46,241	47,000	759	2017 Toyota Prado GLX - CDSM	0	0	0	
568,563	684,500	115,937		880,056	886,591	6,535	

ACTIONS TAKEN UNDER DELEGATED POWER REQUIRING NOTIFICATION TO COUNCIL

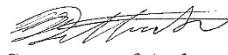

Write Offs

There were no actions taken under delegated powers in accordance with Delegation 05 – Power to Waive or Write off Debts in February 2023 that require reporting to Council.

Purchase Orders

There were no purchase orders to be presented to Council.

9.2.2 OUTSTANDING DEBTORS

Applicant:	Nil	
File Ref:	Nil	
Disclosure of Interest:	Nil	
Date of Report:	13 February 2023	
Author:	Peter Dittrich Deputy Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary:

Attached is a copy of the detailed outstanding Sundry Debtors.

Background:

At the end of every month an aged detailed trial balance is performed.

The following applies to all outstanding debtors –

- >30 day Outstanding debtors with an account older than 30 days are sent a statement
- >60 day Outstanding debtors with an account older than 60 days or more are sent a reminder letter and are followed up with a phone call and/or email if possible
- >90 day Outstanding debtors with an account older than 90 days will be sent to a debt collection agent.

Comment:

Council policy 4.11 stipulates sundry debt collection. Some matters with particular circumstances may be referred to Council for consideration.

Consultation:

Kelvin Matthews – Chief Executive Officer

Statutory Environment:

Nil

Policy Implications:

4.11 Sundry Debt Collection

Financial Implications:

Loss of revenue

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith
Seconded: Cr BM Day

That Council receives the outstanding monthly Debtor Trial Balance for February 2023.

RESOLUTION 2022/23-183

CARRIED 6/0



		Debtors Trial Balance					
		As at 28.02.2023					
Debtor #	Name	Credit Limit	30.11.2022	30.12.2022	29.01.2023	28.02.2023	Total
			GT 90 days	GT 60 days	GT 30 days	Current	
			Age				
			Of				
			Oldest				
			Invoice				
			(90Days)				
A180	365 Air Pty Ltd		0.00	0	0.00	44.80	44.80
A178	A.C.N. 633 941 287 PTY LTD		78.21	210	234.63	0.00	391.05
A129	AERO SURVEYS PTY LTD		0.00	0	22.00	0.00	22.00
A092	AEROHIRE PTY LTD		0.00	0	0.00	73.72	73.72
A124	AEROMETREX PTY LTD		0.00	0	0.00	32.84	32.84
A175	ALL NORTH HELICOPTERS PTY		22.00	210	0.00	0.00	22.00
D096	ANDREW PETER DEAN		80.82	308	0.00	0.00	80.82
A118	AVIAIR PTY LTD		0.00	0	0.00	64.70	64.70
D087	AVIATION UTILITIES PTY LTD		0.00	0	288.95	0.00	466.66
A177	AZURE HELICOPTERS PTY LTD		0.00	0	0.00	37.13	37.13
A182	Armada Aviation Pty Ltd		0.00	0	141.90	0.00	141.90
B134	BINSIAR, ANDREW (JNR)		0.00	0	0.00	0.00	-873.42
B2	BP AUSTRALIA PTY LTD		584.26	340	0.00	1297.10	1881.36
B171	BROOME CATTLE VETS PTY LTD		0.00	0	0.00	22.08	22.08
B147	BYRON BAY AIR CHARTER PTY		27.23	274	0.00	0.00	27.23
C172	CENTRAL WEST HEALTH AND RE		0.00	0	0.00	592.40	592.40
K043	CHRIS CLANCY & KADISEN KIN		11504.28	504	0.00	0.00	11504.28
C098	COCKLES PTY LTD		44.91	246	0.00	0.00	44.91
C021	COMPLETE AVIATION SERVICES		0.00	0	6218.25	0.00	7528.09
C065	CONTRACT AQUATIC SERVICES		2600.00	284	0.00	0.00	2600.00
C143	CORAL COAST HELICOPTER SER		0.00	0	44.00	0.00	44.00
C0222	CORSAIRE PTY LTD		0.00	0	0.00	44.30	44.30
C033	CURTIN FLYING CLUB INC		0.00	0	0.00	0.00	-22.00
C200	Capstone Aviation Services		0.00	0	49.24	0.00	49.24
D121	DALWALLINU TRADERS		0.00	0	0.00	74.05	74.05
D086	DEBA INTERNATIONAL PTY LTD		0.00	0	62.10	0.00	62.10
D1	DEPARTMENT OF EDUCATION		70119.17	1014	0.00	0.00	70119.17
40	DEPARTMENT OF FIRE & EMER		1023162.94	153	0.00	31754.66	1054917.60
D119	DESROSIERS, NICOLE		550.00	670	0.00	0.00	550.00
C201	Department of Communities		0.00	0	400.00	0.00	400.00
D126	Dunkel Aviation Pty Ltd		0.00	0	28.43	0.00	28.43
E009	ESPERANCE AIR SERVICES		0.00	0	341.16	0.00	341.16
F065	FLIGHT STANDARDS PTY LTD		22.00	308	0.00	0.00	22.00
F049	FORTESCUE HELICOPTERS PTY		220.00	210	132.00	44.00	396.00
F047	FRONTIER HELICOPTERS PTY L		0.00	0	25.06	0.00	25.06

Debtors Trial Balance											
As at 28.02.2023											
Debtor #	Name	Credit Limit	30.11.2022		30.12.2022	29.01.2023	28.02.2023	Total			
			GT	90 days	Age	GT	60 days		GT	30 days	Current
					Of						
					Oldest						
					Invoice						
			(90Days)								
G011	GERALDTON AIR CHARTER		0.00	0	26.93	0.00	26.93	53.86			
G108	GIULIANO, JOE TREVOR JOHN		0.00	0	0.00	0.00	0.00	-10.56			
G008	GOLDFIELDS AIR SERVICES		0.00	0	72.22	0.00	0.00	72.22			
G079	GRADOW PTY LTD		0.00	0	0.00	0.00	38.54	38.54			
G080	GRBIC, RICKY		0.00	0	0.00	0.00	0.00	-136.01			
G052	GROUNDWATER CONSULTING SER		0.00	0	0.00	0.00	0.00	-22.08			
H086	HARTE, MICHAEL JOHN		0.00	0	44.00	0.00	0.00	44.00			
H014	HELIBITS PTY LTD (HELIWEST		37.13	308	232.62	0.00	0.00	269.75			
H150	HELICOPTER LOGISTICS PTY L		0.00	0	0.00	0.00	1.94	1.94			
H096	HOOD GLENN NEIL		23.95	246	23.95	0.00	0.00	47.90			
I035	ICONIC CATERING		176.00	252	0.00	0.00	0.00	176.00			
I020	INNOVAERO OPERATIONS PTY L		30.34	210	22.08	0.00	0.00	52.42			
J063	J & D AIR SERVICES PTY LTD		26.93	308	0.00	0.00	0.00	26.93			
J064	JANDAKOT HELI-CO PTY LTD		0.00	0	27.54	0.00	0.00	27.54			
V027	JEFFRY PAUL VAN SCHIE		0.00	0	110.00	0.00	0.00	110.00			
J065	JETSTREAM ELECTRICAL		0.00	0	66.33	0.00	0.00	66.33			
J038	JIDI JIDI ABORIGINAL CORPO		293.64	361	0.00	0.00	0.00	293.64			
K003	KARALUNDI ABORIGINAL EDUCA		0.00	0	0.00	0.00	810.00	810.00			
C171	KAREN CREDLAND		0.00	0	0.00	0.00	0.00	-176.00			
K004	KILLARA STATION		0.00	0	396.05	0.00	0.00	396.05			
K067	KOREWHA, CLIFFORD		0.00	0	0.00	0.00	2302.65	2302.65			
K027	KYANGA, ROBERT		0.00	0	0.00	0.00	0.00	-904.57			
L015	LACY CONTRACTING SERVICES		88.72	336	0.00	0.00	0.00	88.72			
L049	LEANNE SHARROCK (MEEKA GIF		0.00	0	184.98	0.00	0.00	184.98			
M4	MAIN ROADS		0.00	0	0.00	0.00	0.00	0.00			
M227	MAJOR BLUE AIR PTY LTD		92.40	336	46.20	0.00	0.00	138.60			
S134	MARK STURGEON		0.00	0	0.00	0.00	0.00	-132.79			
MC1D	MEEKATHARRA CARAVAN PARK		0.00	0	0.00	0.00	592.40	592.40			
M03D	MEEKATHARRA CORNER STORE		0.00	0	0.00	0.00	26.10	26.10			
R052	MEEKATHARRA RACE CLUB		230.31	148	0.00	0.00	0.00	230.31			
M162	MEEKATHARRA RANGELANDS BIO		0.00	0	0.00	0.00	111.53	111.53			
M148	MELISSA PRICE MP		5.25	771	0.00	0.00	0.00	5.25			
M209	MENTAL HEALTH - WACHS MIDW		814.70	168	0.00	0.00	0.00	814.70			
M141	MIDWEST SEPTICS		74.05	256	0.00	0.00	222.15	296.20			
C031	MRS KATHLEEN COLE		23.20	210	0.00	0.00	0.00	23.20			

		Debtors Trial Balance					
		As at 28.02.2023					
Debtor #	Name	Credit Limit	30.11.2022	30.12.2022	29.01.2023	28.02.2023	Total
			GT 90 days	GT 60 days	GT 30 days	Current	
			Age				
			Of				
			Oldest				
			Invoice				
			(90Days)				
M173	MT AUGUSTUS TOURIST PARK		0.00	0	0.00	24.65	24.65
M234	Mama Moon's Bakery		0.00	0	7958.64	0.00	7958.64
B174	Merome Beard		0.00	0	0.00	74.05	74.05
N009	NANTAY PTY LTD - MAROOMBA		0.00	0	0.00	344.28	344.28
C113	NATIONAL JET EXPRESS PTY L		0.00	0	87784.66	109509.03	197293.69
O031	OUTLINE GLOBAL		0.00	0	69.60	23.20	92.80
L011	PAUL LYONS AVIATION PTY LT		0.00	0	0.00	275.12	275.12
Y1	PAUL YATES		0.00	0	0.00	0.00	-50.88
P109	PENJET PTY LTD	1246.55	246	3666.13	0.00	1209.80	6122.48
P119	PLATINUM AIRCRAFT CHARTER	125.40	210	0.00	0.00	0.00	125.40
P116	POINT AVIATION PTY. LTD (G	39.60	341	63.54	0.00	0.00	103.14
P058	POLICE AIR WING SUPPORT UN	156.42	246	0.00	0.00	110.56	266.98
R043	RACHLAN HOLDINGS PTY LTD	0.00	0	0.00	0.00	22.00	22.00
B028	RL & MA BELL	0.00	0	0.00	0.00	13200.00	13200.00
R009	ROYAL AERO CLUB OF WA	0.00	0	66.00	0.00	92.80	158.80
R013	ROYAL ANTEDILUVIAN ORDER O	0.00	0	0.00	0.00	260.00	260.00
R005	ROYAL FLYING DOCTOR SERVIC	0.00	0	0.00	0.00	47655.07	47655.07
R006	ROYAL MAIL HOTEL	176.00	253	0.00	0.00	0.00	176.00
S23	SANDFIRE RESOURCES NL	0.00	0	0.00	0.00	0.00	-108.36
S055	SHINE AVIATION SERVICES	0.00	0	0.00	0.00	818.29	818.29
W045	SIMON WILDING	0.00	0	0.00	0.00	0.00	-25.05
S007	SKIPPERS AVIATION	1053.80	140	19718.57	0.00	5355.00	26127.37
S078	STAR AVIATION PTY LTD	280.68	343	396.68	0.00	0.00	677.36
T082	TECHNOLOGY METALS AUSTRLIA	1163.66	138	1030.44	0.00	731.40	2925.50
T017	TEXRIO PTY LTD	0.00	0	0.00	0.00	0.00	-72.22
S154	THOMAS SPRIGG	16.50	453	0.00	0.00	0.00	16.50
T081	THUROONA SERVICES PTY LTD	869.30	208	0.00	0.00	0.00	869.30
U013	UNITED AERO HELICOPTERS	0.00	0	23.94	0.00	0.00	23.94
U004	UNIVERSITY FLYING CLUB	22.00	210	0.00	0.00	0.00	22.00
V034	VANGO MINING LIMITED	176.00	253	0.00	0.00	0.00	176.00
54	Variety The Children Chari	0.00	0	1178.80	0.00	0.00	1178.80
P081	WA POLICE CRIME PREVENTION	0.00	0	312.84	0.00	0.00	312.84
W112	WALTER WHIP & THE FLAMES	655.00	1567	0.00	0.00	0.00	655.00
W082	WELLER, MARK JOSEPH	44.00	246	0.00	0.00	0.00	44.00
W062	WEST COAST AIR SERVICES PT	0.00	0	125.39	0.00	0.00	125.39

		Debtors Trial Balance					
		As at 28.02.2023					
Debtor #	Name	Credit Limit	30.11.2022	30.12.2022	29.01.2023	28.02.2023	Total
			GT 90 days Age	GT 60 days	GT 30 days	Current	
			Of Oldest Invoice (90Days)				
W075	WESTCOAST SEAPLANES PTY LT		0.00 0	0.00	0.00	0.00	-129.40
W123	WESTERN SKY AIRCRAFT PTY L		0.00 0	0.00	0.00	23.20	23.20
W126	Western Australian Police		0.00 0	0.00	490.00	0.00	490.00
D124	Western Sky Aircraft Pty L		0.00 0	0.00	0.00	23.20	23.20
X002	Xcalibur Aviation (Austral		0.00 0	0.00	0.00	696.10	696.10
Y023	YOUTH FOCUS		0.00 0	0.00	0.00	3589.61	3589.61
Y018	YULELLA INCORPORATED		0.00 0	0.00	0.00	1237.50	1237.50
Y027	Youth Focus		0.00 0	0.00	0.00	400.00	400.00
Totals --- Credit Balances:		-2663.34	1116957.35	131235.85	32644.66	193699.98	1471874.50

9.2.3 LIST OF ACCOUNTS ENDED 28 FEBRUARY 2023

Applicant:	Nil	
File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	8 December 2022	
Author:	Peter Dittrich Deputy Chief Executive Officer	 Signature of Author
Senior Officer:	Kelvin Matthews Chief Executive Officer	 Signature of Author

Summary:

Accounts are to be presented to council for payments.

Background:

List of accounts

- (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 each account paid since the last such list was prepared -
 - (a) the payee's name;
 - (b) the amount of the payment;
 - (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) each account which requires council authorization in that month –
 - (i) the payee's name
 - (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 sub-regulation (1) or (2) is to be –
 - (a) presented to the council at the next ordinary meeting of council after the list is prepared; and recorded in the minutes of that meeting.

Comment:

The list of accounts paid under sub-regulation (1) is attached and the totals are as follows:

Municipal	\$549,651.02
Air BP	\$0.00
Trust	\$0.00
Total	\$549,651.02

Consultation:

Kelvin Matthews – Chief Executive Officer

Statutory Environment:

Local Government (Financial Management) Regulations 1996 S.6.10.13 List of Accounts.

Policy Implications:

Nil

Financial Implications:

Accounts to be paid

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr M Anderson

Seconded: Cr MR Hall

That Council receives the attached list of creditor accounts paid under delegated power.

RESOLUTION 2022/23-184

CARRIED 6/0

List of Accounts Due & Submitted to Committee

Chq/EFT	Date	Name	Description	Amount	Air BP
EFT20216	02/02/2023	Shire Of Derby / West Kimberley	TC Recovery Donation Shire of Meekatharra	5,000.00	
EFT20217	10/02/2023	Access Electrical Contracting	Replace 2 led down lights and inspection of wiring to the Depot office.	393.80	
EFT20218	10/02/2023	Airport Lighting Specialists (Research Engineers)	Recalibration Calibration of Papi Clinometer	385.00	
EFT20219	10/02/2023	Ait Specialists Pty Ltd	Preparation of Fuel Tax Credits 1/12/21 to 30/06/22	1,710.50	
EFT20220	10/02/2023	All Decor	Replace flooring to living areas & bedrooms in 7 properties.	37,493.00	
EFT20221	10/02/2023	Auski Motel Bar & Bistro	Contractor Accommodation and Meals	740.00	
EFT20222	10/02/2023	Australia Post	Postage January 2023	292.91	
EFT20223	10/02/2023	B & E Trenfield	Lot 294 Hill St - Internal & external house clean & yard clean up	2,288.00	
EFT20224	10/02/2023	Boc Gases	Cylinder rent Oxy & Acetylene 29/12/22 to 28/01/23	52.53	
EFT20225	10/02/2023	Canine Control	Ranger Services 30-31/01/23 & 1/02/23	4,015.00	
EFT20226	10/02/2023	Chequers Hotel	Accommodation and meals for staff	520.00	
EFT20227	10/02/2023	Commercial Hotel	Accommodation for contract staff.	580.00	
EFT20228	10/02/2023	DevEx Resources	Rates refund for assessment A8664	198.85	
EFT20229	10/02/2023	Easifleet (Easi Salary)	Salary Packaged Novated Lease fortnight ending 1/02/23	854.46	
EFT20230	10/02/2023	Extreme Marquees	5 x7 Tectonic Range 3mx3m Marquees including freight	8,890.00	
EFT20231	10/02/2023	Frig Tech Services	Annual aircon service and bag clean. 4 x split systems 105 Hill St.	715.03	
EFT20232	10/02/2023	Fujifilm Business Innovation Australia Pty Ltd	Office printing 1/01/23 to 31/01/23 DPP455, C6688, C6685 Admin & Depot	588.40	
EFT20233	10/02/2023	Geraldton Mower & Repair Specialists	Parts for sundry plant	115.20	
EFT20234	10/02/2023	Gpc Asia Pacific, T/As Napa Parts	Replacement tools	809.94	
EFT20235	10/02/2023	Grants Empire	Development Of Arts U15K Grant Application Payment 1	528.00	
EFT20236	10/02/2023	Herseys Safety Pty Ltd	Tyre changer (AA236A)	9,053.00	
EFT20237	10/02/2023	Landgate	Title Search Mining Tenements	42.50	
EFT20238	10/02/2023	Mama Moon's Bakery	Morning Tea for Community Awards 26th January 2023 10:30am	250.00	
EFT20239	10/02/2023	Meekatharra Cleaning And Gardening	Cleaning CRC, YC & MR Public Toilets 16/01/23 to 29/01/23	8,926.50	
EFT20240	10/02/2023	Midwest Logistics	Various oils, grease, and Adblue for Plant	21,154.08	
EFT20241	10/02/2023	Midwest Windscreens & Window Tinting	Supply and fit rearlight to 1GBI213	640.00	
EFT20242	10/02/2023	Odyssey Gold Ltd	Rates refund for assessment A7508 & A7509	318.84	
EFT20243	10/02/2023	Origen Legal	Legal advice Road Access Agreement	2,420.00	
EFT20244	10/02/2023	Perfect Computer Solutions Pty Ltd (Pcs)	Monitor mount for Reception. Annual Service & provision for support fee.	1,022.50	
EFT20245	10/02/2023	Refuel Australia (Geraldton Fuel Company)	15,000L of diesel delivered to Shire Depot.	28,950.00	
EFT20246	10/02/2023	Royal Mail Hotel	Gift Vouchers for Community Award Prizes 4 x \$100 Gift Vouchers	400.00	
EFT20247	10/02/2023	S.A. Hines Contracting	28 Connaughton Street. Remove and replace fencing.	16,555.00	

Chq/EFT	Date	Name	Description	Amount	Air BP
EFT20248	10/02/2023	Shire Of Mount Magnet	Contribution to Murchison GeoRegion Development Project 2022/23	21,350.00	
EFT20249	10/02/2023	Skippers Aviation Pty Ltd	Flight for contractor, Perth to Meekatharra 30.01.2023	363.00	
EFT20250	10/02/2023	Storytowns	Storytowns Podcast Townscape	1,224.79	
EFT20251	10/02/2023	Telstra Limited	Telephone mobile account	515.66	
EFT20252	10/02/2023	Toll Transport Pty Ltd	Freight Depot and Airport items	405.14	
EFT20253	10/02/2023	Western Tyre Force	P521 & P531. Various tyres & fitting.	9,245.50	
EFT20254	10/02/2023	Wynne, Mandy (Sole Trader)	January Finance assistance	6,072.00	
EFT20255	20/02/2023	Able Sales	Parts for Plant	1,352.00	
EFT20256	20/02/2023	All Decor	Awnings, Blinds & Flooring to 4 Shire properties.	30,616.00	
EFT20257	20/02/2023	Allan Robin Humphries	Salary Sacrifice deductions made June 2022	355.61	
EFT20258	20/02/2023	Anderson, Maurice	Council Meeting Meeting Fee 18/02/23	550.00	
EFT20259	20/02/2023	Andrew David Mann	Reimbursement of fuel 20/01/23 & 21/01/23.	271.64	
EFT20260	20/02/2023	Atyeo's Environmental Health Services Pl	Furniture for Lot 206 Hill St.	600.00	
EFT20261	20/02/2023	Auski Motel Bar & Bistro	Accommodation for Contractor 29/01/23 & 31/01/23.	336.00	
EFT20262	20/02/2023	B & E Trenfield	Lot 206 Hill St, vacate clean.	1,179.75	
EFT20263	20/02/2023	Barkley Day	Council Meeting Meeting Fee & Travel 18/02/23.	1,213.36	
EFT20264	20/02/2023	Breeze Connect Pty Ltd	Subscription charges of Internet	84.17	
EFT20265	20/02/2023	Child Support Agency	Payroll deductions	2,363.47	
EFT20266	20/02/2023	Contract Aquatic Services	Contract Management Fee January 23	22,265.83	
EFT20267	20/02/2023	Department Of Planning, Lands And Heritage	Lease of Child Care Centre for 1/01/23 to 30/06/23	330.00	
EFT20268	20/02/2023	Elite Electrical Contracting	Oval, repair impellor on faulty retic pump.	924.00	
EFT20269	20/02/2023	Fas Atf Yugunganya People Trust	Refund of Bond Sports Complex Hire	580.00	
EFT20270	20/02/2023	Fennell Tyres International Pty Ltd	P513 & P521 & spare tyres.	11,358.50	
EFT20271	20/02/2023	Flag Motor Lodge (Stonetex Nominees P/L)	Accommodation & meals for Staff.	1,427.80	
EFT20272	20/02/2023	Harvey James Nichols	Meeting Fee OCM 18 February 2023	700.00	
EFT20273	20/02/2023	Hodesh Pty Ltd T/As Instant Racking	Depot parts.	50.00	
EFT20274	20/02/2023	Kathy Paponjak	Reimbursement Coles Group/Myer gift card purchased for Amy Klimer's farewell.	100.00	
EFT20275	20/02/2023	Landgate	Title Search	178.50	
EFT20276	20/02/2023	Mark Smith	Council Meeting Meeting Fee 18/02/23	550.00	
EFT20277	20/02/2023	Marketforce Pty Ltd	Advertising Extraordinary Election	2,471.99	
EFT20278	20/02/2023	Matthew Hall	Council Meeting Meeting Fee 18/02/23 Travel	975.74	
EFT20279	20/02/2023	Maximus Trust (Asset Infrastructure Management)	Development of Shire Asset Management Plan .	16,610.00	
EFT20280	20/02/2023	Mitchell & Brown	Furniture for 2 Shire Properties.	2,816.00	
EFT20281	20/02/2023	Moore Australia (Wa) Pty Ltd	Budget Workshop 21 March 2023	1,155.00	
EFT20282	20/02/2023	Neuk Port Adhair	Aerodrome Management Contract for month of February 23	23,527.50	
EFT20283	20/02/2023	Node1 Pty Ltd	N1 Business Fibre	4,370.00	

Chq/EFT	Date	Name	Description	Amount	Air BP
EFT20284	20/02/2023	Norris & Hyde It (Nhlt) Pty Ltd	Cloud hosting for 3CX PBX meekashire.3cx.com.au February 23	79.95	
EFT20285	20/02/2023	Northampton Grader Hire	Maintenance grading on Meekatharra/Sandstone Rd	35,002.00	
EFT20286	20/02/2023	Ozwashroom	Bobrick Contura Sanitary Napkin Disposal	488.00	
EFT20287	20/02/2023	Powerhouse Holdings Australia Pty Ltd T/A Powerhouse Midland	Lawnmower	1,685.00	
EFT20288	20/02/2023	S.A. Hines Contracting	Installed & supplied "Welcome to Meekatharra" signs at Shire boundary.	13,200.00	
EFT20289	20/02/2023	Telstra Limited	Telephone Landline	1,015.07	
EFT20290	20/02/2023	Toll Transport Pty Ltd	Freight Depot and Airport items	702.58	
EFT20291	20/02/2023	WA Fuel Supplies Pty Ltd	Supply of 5000L of diesel delivered to Shire grader camp at ABRA Mine Site	10,232.13	
EFT20292	20/02/2023	Westrac Equipment	P358 & P537 - grader and loader, parts.	4,359.88	
EFT20293	20/02/2023	Australian Taxation Office	BAS January 2023	17,099.00	
EFT20294	22/02/2023	Building & Construction Industry Training Fund (Bcitr)	BCITF Levies collected December 2022	231.75	
EFT20295	22/02/2023	Department Of Mines, Industry Regulation And Safety (Building Commission)	BRB collections December 2022	159.40	
EFT20296	27/02/2023	Alcolizer Technology	Airport, LBG Breath Tester Kit.	2,726.90	
EFT20297	27/02/2023	Atyeo's Environmental Health Services PL	EHO Duties & Handover	707.55	
EFT20298	27/02/2023	B & E Trenfield	Parks & Gardens	13,386.39	
EFT20299	27/02/2023	Corsign Wa Pty Ltd	Landor Rd, building better regions sign	319.00	
EFT20300	27/02/2023	Department Of Fire & Emergency Services (DFES)	ESL Return 3rd Quarter Contribution	24,540.29	
EFT20301	27/02/2023	Essential Labour Solutions Pty Ltd (ELS)	P418, parts.	143.00	
EFT20302	27/02/2023	Kenneth Burkenhagen	Bond & Key Bond Refund	725.00	
EFT20303	27/02/2023	Mama Moon's Bakery	Welcome to Meeka. Catering 27/02/23.	781.00	
EFT20304	27/02/2023	Mark Smith Pty Ltd	Kids Zone. Supply & install new water fountain.	5,250.00	
EFT20305	27/02/2023	Meekatharra Cleaning And Gardening	Cleaning of Shire properties 30/01/23 to 12/02/23.	4,389.00	
EFT20306	27/02/2023	Mitchell & Brown	Lot 206 Hill St & Connaughton St, furniture.	3,842.00	
EFT20307	27/02/2023	Modern Teaching Aids Pty Ltd (MTA)	Youth Centre, craft supplies.	36.25	
EFT20308	27/02/2023	Netstar Australia Pty Ltd	Down Hole Bore Pumps & Trailers. SmartOne C Asset Tracker Kit.	500.50	
EFT20309	27/02/2023	Norris & Hyde It (NHIT) Pty Ltd	3CX License Annual Renewal	495.00	
EFT20310	27/02/2023	Refuel Australia (Geraldton Fuel Company)	Vehicle fuel 01/23	4,786.49	
EFT20311	27/02/2023	RMH Mechanical Pty Ltd	Servicing & Parts for various plant items	8,222.50	
EFT20312	27/02/2023	Seek Limited	Recruitment Ad for YSRO Position.	412.50	
EFT20313	27/02/2023	Shire Of Meekatharra	Payroll deductions	3,332.26	
EFT20314	27/02/2023	Shire Of Wiluna	Reimbursement for 75% of the cost of Double Diploma Degree Project Officer	3,712.50	
EFT20315	27/02/2023	Toll Transport Pty Ltd	Freight, Depot & Swimming Pool.	1,277.55	
EFT20316	27/02/2023	Tyreright Geraldton	P360, P537 & P360. Supply new tyres, strip and fit tyre to rim.	2,860.00	

Chq/EFT	Date	Name	Description	Amount	Air BP
EFT20317	27/02/2023	Western Communications	Install CCTV & alarm to 28 Cannaughton St. Office, Picture Gardens & Sports Comple, 6 monthly service of Fire Equipment.	5,692.41	
EFT20318	27/02/2023	Westrac Equipment	P406, P406 & P358 Parts.	2,567.51	
EFT20319	27/02/2023	Winc Australia Pty Ltd (Staples)	Stationery	2,520.75	
25879	02/02/2023	Pivotel Satellite Pty Ltd Global Star	Satellite Phone Charges 15/01 to 14/02/23	355.33	
25880	02/02/2023	Water Corporation	Water Charges 1/01/23 to 28/02/23	44.57	
25881	23/02/2023	Pivotel Satellite Pty Ltd Global Star	Satellite Phone Charges 15/02 to 14/02/23	335.00	
25882	23/02/2023	Water Corporation	Water charges 12/12/22 to 6/02/23 Swimming Pool	16,689.17	
DD14336.1	01/02/2023	Aware Super Accumulation	Payroll deductions	8,454.24	
DD14336.2	01/02/2023	Australian Super	Superannuation contributions	3,697.32	
DD14336.3	01/02/2023	Australian Ethical Super	Superannuation contributions	906.72	
DD14336.4	01/02/2023	Telstra Superannuation Scheme	Superannuation contributions	644.27	
DD14336.5	01/02/2023	Retail Employees Superannuation Trust (Rest)	Superannuation contributions	721.20	
DD14336.6	01/02/2023	Netwealth Superannuation	Superannuation contributions	697.00	
DD14336.7	01/02/2023	BT Super For Life	Superannuation contributions	127.77	
DD14336.8	01/02/2023	Hostplus	Superannuation contributions	86.14	
DD14348.1	15/02/2023	Aware Super Accumulation	Payroll deductions	7,674.34	
DD14348.2	15/02/2023	Australian Super	Superannuation contributions	3,748.88	
DD14348.3	15/02/2023	Australian Ethical Super	Superannuation contributions	838.25	
DD14348.4	15/02/2023	Telstra Superannuation Scheme	Superannuation contributions	676.47	
DD14348.5	15/02/2023	Retail Employees Superannuation Trust (REST)	Superannuation contributions	692.43	
DD14348.6	15/02/2023	Netwealth Superannuation	Superannuation contributions	1,164.40	
DD14348.7	15/02/2023	AMP Superleader Super Directions Fund	Superannuation contributions	99.23	
DD14348.8	15/02/2023	BT Super For Life	Superannuation contributions	75.97	
DD14348.9	15/02/2023	Hostplus	Superannuation contributions	49.22	

This schedule of accounts paid under delegated authority covers:

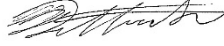

549,651.02

TOTALLING \$ 549,651.02 And was submitted to each member of Council on Saturday 18th March 2023

And which have been duly certified as to the receipt of goods and the retention of services as to the costing and are amounts paid.

KELVIN MATTHEWS
CHIEF EXECUTIVE OFFICER

9.2.4 2022/2023 BUDGET REVIEW

Applicant:	Nil	
File Ref:	FM.BU.001	
Disclosure of Interest:	Nil	
Date of Report:	12 March 2023	
Author:	Peter Dittrich Deputy Chief Executive Officer	 Signature of Author
Senior Officer:	Kelvin Matthews Chief Executive Officer	 Signature of Author

Summary/Matter for Consideration:

This report presents to Council a list of recommended budget amendments identified during a review process.

Attachments:

2022/2023 Budget Review

Background:

The Local Government (Financial Management) Regulations 1996 regulation 33A requires that local governments conduct at least one budget review between 1 January and 31 March in each financial year.

The Reviewed Budget Report is presented to Council for it's consideration.

This budget review addresses the mandatory requirement and some recommendations due to the completion of the final 2021/22 financial report.

Comment:

The requested amendments are as follows:

GL Account Code	Description	Classification	Original Budget	Proposed Budget	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance	Comments
					\$	\$	\$	
	Budget Adoption	Opening Surplus(Deficit)	8,344,832	8,623,548	278,716	0	278,716	Increase in Opening Surplus following Audit
0031	GRV Rates	Operating Revenue	5,566,209	5,554,259	0	(11,950)	266,766	Reduced rates raised on final valuations
0121	Interim Rates	Operating Revenue	1,000	141,000	140,000	0	406,766	Increase in Mining Tenements granted
0151	Interest On Overdue Rates	Operating Revenue	73,017	63,017	0	(10,000)	396,766	Decrease in interest raise on installements
0181	Financial Assistance Grant	Operating Revenue	614,049	724,049	110,000	0	506,766	Increase in final FAG allocated
0211	Local Road Grant	Operating Revenue	375,364	405,364	30,000	0	536,766	Increase in MRWA allocated
4691	MRD Road Project Grant	Operating Revenue	140,000	140,305	305	0	537,071	Rounding adjustment
4903	Contributions And Other Grants	Operating Revenue	0	99,550	99,550	0	636,621	Additional grant received
5105	Proceeds On Sale Of Asset - Road Plant	Capital Revenue	579,500	1,122,425	542,925	0	1,179,546	Increase in proceeds from acuction
0231	Doubtful Debt Provision Expense	Operating Expenses	(10,000)	(90,000)	0	(80,000)	1,099,546	Adjustment for write off of long term debts
0233	Rates Written Off	Operating Expenses	(10,000)	(40,000)	0	(30,000)	1,069,546	Increase in write off of dead tenement debt
0252	Donations Various	Operating Expenses	(30,000)	(35,000)	0	(5,000)	1,064,546	increase in donations made by Council
0402	Fringe Benefits Tax	Operating Expenses	(59,000)	(71,000)	0	(12,000)	1,052,546	Increase in value of FBT
0422	Office Maintenance	Operating Expenses	(57,510)	(97,510)	0	(40,000)	1,012,546	Additional software, furnishings and other non capital items
0432	Advertising	Operating Expenses	(11,000)	(21,000)	0	(10,000)	1,002,546	Additional advertising required
0622	Audit Fees	Operating Expenses	(45,000)	(55,000)	0	(10,000)	992,546	Fee for additional audit of grants
0692	Consulting Fees	Operating Expenses	(141,072)	(211,072)	0	(70,000)	922,546	Increase in fees to cover staff vacancies
2422	Youth Co-Ordinators - Salaries	Operating Expenses	(159,706)	(200,706)	0	(41,000)	881,546	Additional staff required for projects
4750	Road Maintenance Various	Operating Expenses	(1,620,000)	(1,520,000)	100,000	0	981,546	Savings expected on staff wages
4810	Misc Plant (Small Equipment < \$5000 Ex GST)	Operating Expenses	(30,000)	(55,000)	0	(25,000)	956,546	increase to cover additional items required
4820	Street Maintenance	Operating Expenses	(74,667)	(169,667)	0	(95,000)	861,546	Greater works to be undertaken

4880	Depot Maintenance	Operating Expenses	(110,259)	(295,259)	0	(185,000)	676,546	Increase to cover additional works
8322	Tyres And Tubes	Operating Expenses	(130,000)	(100,648)	29,352	0	705,898	saving on wages
8332	Parts And Repairs	Operating Expenses	(290,000)	(535,000)	0	(245,000)	460,898	additional costs of bringing plant to std
8342	Plant Repairs - Wages	Operating Expenses	(95,000)	(75,000)	20,000	0	480,898	saving on wages
2704	Housing - Capital Improvements	Capital Expenses	(516,000)	(535,498)	0	(19,498)	461,400	Increase in cost of housing improvements
4200	Road Construction Various	Capital Expenses	(8,663,094)	(8,564,444)	98,650	0	560,050	Saving on materials on deferred project
4984	Mainstreet Scaping	Capital Expenses	(95,000)	(194,550)	0	(99,550)	460,500	Expenditure of additional Grant received
5014	Misc Plant (Small Equipment > \$5000 Ex GST)	Capital Expenses	(10,000)	(85,000)	0	(75,000)	385,500	Increase to cover additional items required
5034	Caravans & Equipment	Capital Expenses	(850,000)	(1,090,000)	0	(240,000)	145,500	Increase - trailers previously approved
5084	Various Utilities	Capital Expenses	(70,000)	(152,000)	0	(82,000)	63,500	Increase cost of replacing various utes
5144	Works Manager Vehicle	Capital Expenses	0	(55,000)	0	(55,000)	8,500	Additional works vehicle
5374	Airport - Plant Purchases	Capital Expenses	0	(8,500)	0	(8,500)	(0)	Minor plant required
0732	Loss On Asset Disposal - Administration	Non Cash Item	(355)	(6,022)	0	0	(0)	
3782	Loss On Asset Disposal - Other Rec & Sport	Non Cash Item	0	(21,455)		0	(0)	
5131	Profit On Disposal - Road Plant	Non Cash Item	202,848	176,630		0	(0)	
5132	Loss On Asset Disposal - Road Plant	Non Cash Item	(73,447)	(142,618)		0	(0)	
			0	0	0	0	(0)	
Amended Budget Cash Position as per Budget Review						1,449,498	(1,449,498)	

Consultation:

Kelvin Matthews – Chief Executive Officer
Danny Humphries – Works and Services Manager
Svenja Clare – Community & Development Services Manager
Alistair Finlayson – Project Officer
Lawrence Hinrichs - Roads Administration Supervisor
Megan Shirt – Financial Consultant

Statutory Environment:

Local Government (Financial Management) Regulations 1996, Reg 33A requires:

“(1) Between 1 January and 31 March in each financial year a local government is to carry out a review of its annual budget for that year.

(2A) The review of an annual budget for a financial year must —

(a) consider the local government’s financial performance in the period beginning on 1 July and ending no earlier than 31 December in that financial year; and
(b) consider the local government’s financial position as at the date of the review; and

(c) review the outcomes for the end of that financial year that are forecast in the budget.

(2) Within 30 days after a review of the annual budget of a local government is carried out it is to be submitted to the council.

(3) A council is to consider a review submitted to it and is to determine whether or not to adopt the review, any parts of the review or any recommendations made in the review.*

**Absolute majority required.*

(4) Within 30 days after a council has made a determination, a copy of the review and determination is to be provided to the Department.”

Policy Implications:

Nil

Budget/Financial Implications:

Budget amendments form part of the Officer Recommendation.

Strategic Implications:

Nil

Voting Requirements:

Absolute Majority

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall

Seconded: Cr BM Day

That Council confirms the budget review for 2022/23 and adopts the amendments detailed in the attached review document as detailed in the officer comments, above.

RESOLUTION 2022/23-185

**CARRIED 6/0
BY AN ABSOLUTE MAJORITY**

SHIRE OF MEEKATHARRA

BUDGET REVIEW REPORT

FOR THE PERIOD ENDED 28 FEBRUARY 2023

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF MEEKATHARRA
STATEMENT OF BUDGET REVIEW
(NATURE OR TYPE)

FOR THE PERIOD ENDED 28 FEBRUARY 2023

	Note	Budget v Actual		Predicted	
		Adopted Budget (a)	YTD Actual (b)	Variance Permanent (c)	Year End (a)+(c)+(d)
		\$	\$	\$	\$
OPERATING ACTIVITIES					
Net current assets at start of financial year surplus/(deficit)	4.5.2	8,344,832	8,623,548	278,716	8,623,548 ▲
Revenue from operating activities (excluding rates)					
Operating grants, subsidies and contributions	4.1.1	1,627,187	1,689,166	140,000	1,767,187 ▲
Fees and charges	4.1.2	1,299,492	1,280,725	0	1,299,492
Interest earnings	4.1.3	132,803	86,311	(10,000)	122,803 ▼
Other revenue	4.1.4	349,713	219,393	0	349,713
Profit on asset disposals	4.1.5	203,607	176,630	(26,218)	177,389
		3,612,802	3,452,225	103,782	3,716,584
Expenditure from operating activities					
Employee costs	4.2.1	(2,482,045)	(1,593,558)	(178,000)	(2,660,045) ▲
Materials and contracts	4.2.2	(4,295,804)	(2,646,649)	(395,648)	(4,691,452) ▲
Utility charges	4.2.3	(356,377)	(239,341)	(10,000)	(366,377) ▲
Depreciation on non-current assets	4.2.4	(7,532,730)	(4,158,682)	0	(7,532,730)
Insurance expenses	4.2.6	(227,158)	(234,394)	0	(227,158)
Other expenditure	4.2.7	(283,523)	(129,368)	(115,000)	(398,523) ▲
Loss on asset disposals	4.2.8	(87,670)	(170,095)	(96,293)	(183,963)
		(15,265,307)	(9,172,086)	(794,941)	(16,060,248)
Non-cash amounts excluded from operating activities		7,416,793	4,143,970	122,511	7,539,304
Amount attributable to operating activities		4,109,120	7,047,656	(289,932)	3,819,188
INVESTING ACTIVITIES					
Non-operating grants, subsidies and contributions	4.3.1	3,601,214	3,495,718	99,855	3,701,069 ▲
Less Unspent Grants rec'd in current year	4.3.1	0	(1,201,575)	0	0
Purchase land and buildings	4.4.2	(2,185,082)	(564,114)	(19,498)	(2,204,580) ▲
Purchase plant and equipment	4.4.3	(3,696,963)	(2,944,086)	(460,500)	(4,157,463) ▲
Purchase furniture and equipment	4.4.4	(79,500)	(23,080)	0	(79,500)
Purchase and construction of infrastructure-roads	4.4.5	(8,663,094)	(4,019,126)	98,650	(8,564,444) ▼
Purchase and construction of infrastructure-other	4.4.6	(2,856,703)	(30,181)	(99,550)	(2,956,253) ▲
Proceeds from disposal of assets	4.3.2	684,500	886,591	542,925	1,227,425 ▼
		(13,195,628)	(4,399,853)	161,882	(13,033,746)
Non-cash amounts excluded from investing activities		0	0	0	0
Amount attributable to investing activities		(13,195,628)	(4,399,853)	161,882	(13,033,746)
FINANCING ACTIVITIES					
Transfers to cash backed reserves (restricted assets)	4.5.10	(300,488)	0	0	(300,488)
Transfers from cash backed reserves (restricted assets)	4.5.11	3,872,563	0	0	3,872,563
Amount attributable to financing activities		3,572,075	0	0	3,572,075
Budget deficiency before general rates		(5,514,433)	2,647,804	(128,050)	(5,642,483)
Estimated amount to be raised from general rates	4.5.1	5,514,433	5,701,777	128,050	5,642,483 ▲
Closing funding surplus(deficit)	2 (c)	0	8,349,581	0	0

1. BASIS OF PREPARATION

The budget review comprises financial statements which have been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

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

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost. All right-of-use assets (other than vested improvements) under zero cost concessionary leases are measured at zero cost rather than at fair value. The exception is vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire of Meekatharra to measure any vested improvements at zero cost.

Accounting policies which have been adopted in the preparation of this budget review have been consistently applied unless stated otherwise. Except for rate setting information, the budget review has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

Financial reporting disclosures in relation to assets and liabilities required by the Australian Accounting Standards have not been made unless considered important for the understanding of the budget review or required by legislation.

The local government reporting entity

All funds through which the Shire of Meekatharra controls resources to carry on its functions have been included in the financial statements forming part of this budget review.

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

Rounding off figures

All figures shown in this budget review are rounded to the nearest dollar.

Balances

Balances shown in this budget review report as YTD Actual are as forecast at the time of budget review preparation and are subject to final adjustments.

Budget comparative figures

Unless otherwise stated, the budget comparative figures shown in the budget review relate to the original budget estimate for the relevant item of disclosure.

Judgements, estimates and assumptions

The preparation of the annual budget review in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors that are believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates.

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

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

2 NET CURRENT FUNDING POSTION

EXPLANATION OF DIFFERENCE IN NET CURRENT ASSETS AND SURPLUS/(DEFICIT)

Operating activities excluded from budgeted deficiency

When calculating the budget deficiency for the purpose of Section 6.2 (2)(c) of the *Local Government Act 1995* the following amounts have been excluded as provided by *Local Government (Financial Management) Regulation 32* which will not fund the budgeted expenditure.

(a) Operating activities excluded from budgeted deficiency

The following non-cash revenue or expenditure has been excluded from operating activities within the Rate Setting Statement.

	Actual 28 February 2023
	\$
Adjustments to operating activities	
Less: Profit on asset disposals	(176,630)
Less: Movement in Provisions	(8,177)
Add: Loss on asset disposals	170,095
Add: Depreciation on non-current assets	4,158,682
Non-cash amounts excluded from operating activities	4,143,970

(b) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Rate Setting Statement.

	Actual - Used for Budget 30 June 2022	Audited Actual 30 June 2022	Actual 28 February 2023
Adjustments to net current assets			
Less: Restricted cash	(22,387,224)	(22,387,224)	(22,387,224)
Add: Provisions - employee	369,103	179,016	170,839
Total adjustments to net current assets	(22,018,121)	(22,208,208)	(22,216,385)

(c) Composition of estimated net current assets

Current assets

Cash unrestricted	7,370,977	8,500,509	7,530,042
Cash restricted	22,387,224	21,178,024	21,177,269
Receivables - rates and rubbish	968,335	782,244	1,805,514
Receivables - other		1,917,495	1,351,566
Other current assets		234,812	44,427
Inventories	261,314	108,550	321,195
	30,987,850	32,721,634	32,230,013

Less: current liabilities

Payables	(255,794)	(1,028,390)	(291,634)
Contract liabilities	0	(682,471)	(1,201,575)
Provisions	(369,103)	(179,016)	(170,839)
	(624,897)	(1,889,878)	(1,664,048)

Net current assets

	30,362,953	30,831,756	30,565,965
Less: Total adjustments to net current assets	(22,018,121)	(22,208,208)	(22,216,385)
Closing funding surplus / (deficit)	8,344,832	8,623,548	8,349,580

3 COMMENTS/NOTES - NET CURRENT FUNDING POSITION

SIGNIFICANT ACCOUNTING POLICIES

CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks, other short term highly liquid investments that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts.

Bank overdrafts are shown as short term borrowings in current liabilities.

FINANCIAL ASSETS AT AMORTISED COST

The Shire of Meekatharra classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

TRADE AND OTHER RECEIVABLES

Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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

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

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

The Shire of Meekatharra applies the AASB 9 simplified approach to measuring expected credit losses using a lifetime expected loss allowance for all trade receivables. To measure the expected credit losses, rates receivable are separated from other trade receivables due to the difference in payment terms and security for rates receivable.

INVENTORIES

General

Inventories are measured at the lower of cost and net realisable value. Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

CONTRACT ASSETS

A contract asset is the right to consideration in exchange for goods or services the entity has transferred to a customer when that right is conditioned on something other than the passage of time.

CURRENT AND NON-CURRENT CLASSIFICATION

An asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Shire of Meekatharra's operational cycle. In the case of liabilities where the Shire of Meekatharra does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current or non-current based on the Shire of Meekatharra's intentions to release for sale.

TRADE AND OTHER PAYABLES

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

PREPAID RATES

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire of Meekatharra recognises revenue for the prepaid rates that have not been refunded.

EMPLOYEE BENEFITS

Short-Term Employee Benefits

Provision is made for the Shire of Meekatharra's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire of Meekatharra's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current of financial trade and other payables in the statement position. Shire of Meekatharra's obligations for employees' annual leave and long service leave entitlements are recognised as provisions in the statement of financial position.

PROVISIONS

Provisions are recognised when the Shire of Meekatharra has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

CONTRACT LIABILITIES

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer. Grants to acquire or construct recognisable non-financial assets to be controlled by the Shire of Meekatharra are recognised as a liability until such time as the Shire of Meekatharra satisfies its obligations under the agreement.

4. PREDICTED VARIANCES

Comments/Reason for Variance	Variance \$ Permanent
4.1 OPERATING REVENUE (EXCLUDING RATES)	
4.1.1 OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS	
Financial Assistance grants approved are higher than budgeted	140,000
4.1.2 FEES AND CHARGES	
No material variance	0
4.1.3 INTEREST EARNINGS	
Interest on Overdue Rates anticipated to be lower than budget.	(10,000)
4.1.4 OTHER REVENUE	
No material variance	0
4.1.5 PROFIT ON ASSET DISPOSAL	
Decrease in Profit on sale of assets anticipated - Thesis a non cash item so has no impact on the cash position of the Shire	(26,218)
Predicted Variances Carried Forward	103,782

4. PREDICTED VARIANCES

Comments/Reason for Variance	Variance \$ Permanent
Predicted Variances Brought Forward	103,782
4.2 OPERATING EXPENSES	
4.2.1 EMPLOYEE COSTS	
Overall Increase in salaries and wages than budgeted in operational functions, with some offsets due to lower wages in Capital projects.	(178,000)
4.2.2 MATERIAL AND CONTRACTS	
Higher part and repairs and plant costs, Consultants fees, General office expenses, Audit fees and Depot costs.	(395,648)
4.2.3 UTILITY CHARGES	
Higher depot Utility expenses than budget	(10,000)
4.2.4 DEPRECIATION (NON CURRENT ASSETS)	
This is a non- cash item. Staff will review depreciation rates with valuations for the FY23 Annual Report.	0
4.2.6 INSURANCE EXPENSES	
No material variance	0
4.2.7 OTHER EXPENDITURE	
Doubtful debt provisions and Rates write offs anticipated \$110K	(115,000)
4.2.8 LOSS ON ASSET DISPOSAL	
Increase in Loss on sale of assets anticipated - This is a non cash item so has no impact on the cash position of the Shire	(96,293)
Predicted Variances Carried Forward	(691,159)

4. PREDICTED VARIANCES

Comments/Reason for Variance	Variance \$ Permanent
Predicted Variances Brought Forward	(691,159)
4.3 CAPITAL REVENUE	
4.3.1 NON OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS	
Increase in Main Roads funding	99,855
4.3.2 PROCEEDS FROM DISPOSAL OF ASSETS	
Higher assets sales than budgeted	542,925
Predicted Variances Carried Forward	(48,379)

4. PREDICTED VARIANCES

Comments/Reason for Variance	Variance \$ Permanent
Predicted Variances Brought Forward	(48,379)
4.4 CAPITAL EXPENSES	
4.4.2 LAND AND BUILDINGS	
Higher expenditure in housing improvements	(19,498)
4.4.3 PLANT AND EQUIPMENT	
Higher expenditure in Plant purchases - offset by higher proceeds on sale	(460,500)
4.4.4 FURNITURE AND EQUIPMENT	
	0
4.4.5 INFRASTRUCTURE ASSETS - ROADS	
Lower expenditure in Roads projects	98,650
4.4.6 INFRASTRUCTURE ASSETS - OTHER	
Higher expenditure in Mainstreet scaping.	(99,550)
Predicted Variances Carried Forward	(529,277)

4. PREDICTED VARIANCES

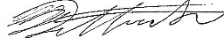

Comments/Reason for Variance	Variance \$ Permanent
Predicted Variances Brought Forward	(529,277)
4.5 OTHER ITEMS	
4.5.10 TRANSFER TO RESERVES (RESTRICTED ASSETS)	0
4.5.11 TRANSFER FROM RESERVES (RESTRICTED ASSETS)	0
4.5.1 RATE REVENUE	
Changes in Valuer General valuations have resulted in higher Interim Rates than budgeted	128,050
4.5.2 OPENING FUNDING SURPLUS(DEFICIT)	
The Audited Financial Statements brought forward a higher Surplus than budget.	278,716
4.5.3 NON-CASH WRITE BACK OF PROFIT (LOSS)	122,511
Total Predicted Variances as per Annual Budget Review	(0)

5. BUDGET AMENDMENTS

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Account Code	Description	Council Resolution	Classification	Original Budget	Proposed Budget	No Change - (Non Cash Items) Adjust.	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance	Comments
						\$	\$	\$	\$	
	Budget Adoption		Opening Surplus(Deficit)	8,344,832	8,623,548		278,716	0	278,716	Increase in Opening Surplus following Audit
0031	Grv Rates		Operating Revenue	5,566,209	5,554,259		0	(11,950)	266,766	Reduced rates raised on final valuations
0121	Interim Rates		Operating Revenue	1,000	141,000		140,000	0	406,766	Increase in Mining Tenements granted
0151	Interest On Overdue Rates		Operating Revenue	73,017	63,017		0	(10,000)	396,766	Decrease in interest raise on installements
0181	Financial Assistance Grant		Operating Revenue	614,049	724,049		110,000	0	506,766	Increase in final FAG allocated
0211	Local Road Grant		Operating Revenue	375,364	405,364		30,000	0	536,766	Increase in MRWA allocated
4691	Mrd Road Project Grant		Operating Revenue	140,000	140,305		305	0	537,071	Rounding adjustment
4903	Contributions And Other Grants		Operating Revenue	0	99,550		99,550	0	636,621	Additional grant received
5105	Proceeds On Sale Of Asset - Road Plant		Capital Revenue	579,500	1,122,425		542,925	0	1,179,546	Increase in proceeds from acution
0231	Doubtful Debt Provision Expense		Operating Expenses	(10,000)	(90,000)		0	(80,000)	1,099,546	Adjustment for write off of long term debts
0233	Rates Written Off		Operating Expenses	(10,000)	(40,000)		0	(30,000)	1,069,546	Increase in write off of dead tenement debt
0252	Donations Various		Operating Expenses	(30,000)	(35,000)		0	(5,000)	1,064,546	increase in donations made by Council
0402	Fringe Benefits Tax		Operating Expenses	(59,000)	(71,000)		0	(12,000)	1,052,546	Increase in value of FBT
0422	Office Maintenance		Operating Expenses	(57,510)	(97,510)		0	(40,000)	1,012,546	Additional software, furnishings and other non capital items
0432	Advertising		Operating Expenses	(11,000)	(21,000)		0	(10,000)	1,002,546	Additional advertising required
0622	Audit Fees		Operating Expenses	(45,000)	(55,000)		0	(10,000)	992,546	Fee for additional audit of grants
0692	Consulting Fees		Operating Expenses	(141,072)	(211,072)		0	(70,000)	922,546	Increase in fees to cover staff vacancies
2422	Youth Co-Ordinators - Salaries		Operating Expenses	(159,706)	(200,706)		0	(41,000)	881,546	Additional staff required for pojects
4750	Road Maintenance Various		Operating Expenses	(1,620,000)	(1,520,000)		100,000	0	981,546	Savings expected on staff wages
4810	Misc Plant (Small Equipment < \$5000 Ex Gst)		Operating Expenses	(30,000)	(55,000)		0	(25,000)	956,546	increase to cover additional items required
4820	Street Maintenance		Operating Expenses	(74,667)	(169,667)		0	(95,000)	861,546	Greater works to be undertaken
4880	Depot Maintenance		Operating Expenses	(110,259)	(295,259)		0	(185,000)	676,546	Increase to cover additional works
8322	Tyres And Tubes		Operating Expenses	(130,000)	(100,648)		29,352	0	705,898	saving on wages
8332	Parts And Repairs		Operating Expenses	(290,000)	(535,000)		0	(245,000)	460,898	additional costs of bringing plant to std
8342	Plant Repairs - Wages		Operating Expenses	(95,000)	(75,000)		20,000	0	480,898	saving on wages
2704	Housing - Capital Improvements		Capital Expenses	(516,000)	(535,498)		0	(19,498)	461,400	Increase in cost of housing improvemnts
4200	Road Construction Various		Capital Expenses	(8,663,094)	(8,564,444)		98,650	0	560,050	Saving on materials on deferred project
4984	Mainstreet Scaping		Capital Expenses	(95,000)	(194,550)		0	(99,550)	460,500	Expenditure of additional Grant received
5014	Misc Plant (Small Equipment > \$5000 Ex Gst)		Capital Expenses	(10,000)	(85,000)		0	(75,000)	385,500	Increase to cover additional items required
5034	Caravans & Equipment		Capital Expenses	(850,000)	(1,090,000)		0	(240,000)	145,500	Increase - trailers previously approved
5084	Various Utilities		Capital Expenses	(70,000)	(152,000)		0	(82,000)	63,500	Increase cost of replacing various utes
5144	Works Manager Vehicle		Capital Expenses	0	(55,000)		0	(55,000)	8,500	Additional works vehicle
5374	Airport - Plant Purchases		Capital Expenses	0	(8,500)		0	(8,500)	(0)	Minor plant required
0732	Loss On Asset Disposal - Administration		Non Cash Item	(355)	(6,022)	5,667	0	0	(0)	
3782	Loss On Asset Disposal - Other Rec & Sport		Non Cash Item	0	(21,455)	21,455	0	0	(0)	
5131	Profit On Disposal - Road Plant		Non Cash Item	202,848	176,630	26,218	0	0	(0)	
5132	Loss On Asset Disposal - Road Plant		Non Cash Item	(73,447)	(142,618)	69,171	0	0	(0)	
				0	0		0	0	(0)	
Amended Budget Cash Position as per Budget Review						122,511	1,449,498	(1,449,498)		

9.2.5 COMPLIANCE AUDIT RETURN 2022

Applicant:	Nil	
File Ref:	CM.PR.002	
Disclosure of Interest:	Nil	
Date of Report:	13 March 2023	
Author:	Peter Dittrich Deputy Chief Executive Officer	 Signature of Author
Senior Officer:	Kelvin Matthews Chief Executive Officer	 Signature of Author

Summary/Matter for Consideration:

Council to consider the recommendation made by the Audit Committee in relation to the Compliance Audit Return.

Attachments:

Shire of Meekatharra - Compliance Audit Return 2022.

Background:

Regulation 14 of the Local Government (Audit) Regulations 1996 sub regulation (3A) to requires the Audit Committee to review the Compliance Audit return prior to its submission to Council.

Comment:

The Audit Committee of the Shire of Meekatharra has reviewed the Compliance Audit Return for the year ended 31 December 2022 and has recommended that:

The Committee recommends that Council adopt the attached Compliance Audit Return 2022 and submit it to the Director General, Department of Local Government, Sport and Cultural Industries by 31 March 2023.

The return must be certified by the President and the CEO prior to submission as per Audit regulation 15 (2)

Consultation:

Shire of Meekatharra Audit Committee

Statutory Environment:

Regulation 14 & 15 of the Local Government (Audit) Regulations 1996.

14. Compliance audits by local governments

- (1) *A local government is to carry out a compliance audit for the period 1 January to 31 December in each year.*
- (2) *After carrying out a compliance audit the local government is to prepare a compliance audit return in a form approved by the Minister.*
- (3A) *The local government's audit committee is to review the compliance audit return and is to report to the council the results of that review.*

- (3) *After the audit committee has reported to the council under subregulation (3A), the compliance audit return is to be —*
- (a) *presented to the council at a meeting of the council; and*
 - (b) *adopted by the council; and*
 - (c) *recorded in the minutes of the meeting at which it is adopted.*

[Regulation 14 inserted: Gazette 23 Apr 1999 p. 1724-5; amended: Gazette 30 Dec 2011 p. 5580-1.]

15. *Certified copy of compliance audit return and other documents to be given to Departmental CEO*

- (1) *After the compliance audit return has been presented to the council in accordance with regulation 14(3) a certified copy of the return together with —*
- (a) *a copy of the relevant section of the minutes referred to in regulation 14(3)(c); and*
 - (b) *any additional information explaining or qualifying the compliance audit,*
is to be submitted to the Departmental CEO by 31 March next following the period to which the return relates.
- (2) *In this regulation —*
- certified*** *in relation to a compliance audit return means signed by —*
- (a) *the mayor or president; and*
 - (b) *the CEO.*

[Regulation 15 inserted: Gazette 23 Apr 1999 p. 1725; amended: Gazette 26 Jun 2018 p. 2386.]

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith

Seconded: Cr MR Hall

Council adopt the attached Compliance Audit Return 2022 and submit a certified copy of the return to the Departmental CEO, Department of Local Government, Sport and Cultural Industries by 31 March 2023.

RESOLUTION 2022/23-186

CARRIED 6/0



Meekatharra – Compliance Audit Return

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

Delegation of Power/Duty				
No	Reference	Question	Response	Comments
1	s5.16	Were all delegations to committees resolved by absolute majority?	N/A	No delegation made to committees
2	s5.16	Were all delegations to committees in writing?	N/A	
3	s5.17	Were all delegations to committees within the limits specified in section 5.17 of the Local Government Act 1995?	N/A	
4	s5.18	Were all delegations to committees recorded in a register of delegations?	N/A	
5	s5.18	Has council reviewed delegations to its committees in the 2021/2022 financial year?	N/A	
6	s5.42(1) & s5.43 Admin Reg 18G	Did the powers and duties delegated to the CEO exclude those listed in section 5.43 of the Local Government Act 1995?	Yes	



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7	s5.42(1)	Were all delegations to the CEO resolved by an absolute majority?	Yes	
8	s5.42(2)	Were all delegations to the CEO in writing?	Yes	
9	s5.44(2)	Were all delegations by the CEO to any employee in writing?	Yes	
10	s5.16(3)(b) & s5.45(1)(b)	Were all decisions by the Council to amend or revoke a delegation made by absolute majority?	N/A	
11	s5.46(1)	Has the CEO kept a register of all delegations made under Division 4 of the Act to the CEO and to employees?	Yes	
12	s5.46(2)	Were all delegations made under Division 4 of the Act reviewed by the delegator at least once during the 2021/2022 financial year?	Yes	The delegations were reviewed in the year ended 31 December 2022. The question relates to a period outside of the scope of this return.
13	s5.46(3) Admin Reg 19	Did all persons exercising a delegated power or duty under the Act keep, on all occasions, a written record in accordance with Local Government (Administration) Regulations 1996, regulation 19?	Yes	

Disclosure of Interest				
No	Reference	Question	Response	Comments
1	s5.67	Where a council member disclosed an interest in a matter and did not have participation approval under sections 5.68 or 5.69 of the Local Government Act 1995, did the council member ensure that they did not remain present to participate in discussion or decision making relating to the matter?	No	An interest was declared, however member did not leave the room, item lapsed. Investigated by department.
2	s5.68(2) & s5.69(5) Admin Reg 21A	Were all decisions regarding participation approval, including the extent of participation allowed and, where relevant, the information required by the Local Government (Administration) Regulations 1996 regulation 21A, recorded in the minutes of the relevant council or committee meeting?	N/A	
3	s5.73	Were disclosures under sections 5.65, 5.70 or 5.71A(3) of the Local Government Act 1995 recorded in the minutes of the meeting at which the disclosures were made?	Yes	
4	s5.75 Admin Reg 22, Form 2	Was a primary return in the prescribed form lodged by all relevant persons within three months of their start day?	Yes	
5	s5.76 Admin Reg 23, Form 3	Was an annual return in the prescribed form lodged by all relevant persons by 31 August 2022?	Yes	



6	s5.77	On receipt of a primary or annual return, did the CEO, or the mayor/president, give written acknowledgment of having received the return?	Yes	
7	s5.88(1) & (2)(a)	Did the CEO keep a register of financial interests which contained the returns lodged under sections 5.75 and 5.76 of the Local Government Act 1995?	Yes	
8	s5.88(1) & (2)(b) Admin Reg 28	Did the CEO keep a register of financial interests which contained a record of disclosures made under sections 5.65, 5.70, 5.71 and 5.71A of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28?	Yes	
9	s5.88(3)	When a person ceased to be a person required to lodge a return under sections 5.75 and 5.76 of the Local Government Act 1995, did the CEO remove from the register all returns relating to that person?	Yes	
10	s5.88(4)	Have all returns removed from the register in accordance with section 5.88(3) of the Local Government Act 1995 been kept for a period of at least five years after the person who lodged the return(s) ceased to be a person required to lodge a return?	Yes	
11	s5.89A(1), (2) & (3) Admin Reg 28A	Did the CEO keep a register of gifts which contained a record of disclosures made under sections 5.87A and 5.87B of the Local Government Act 1995, in the form prescribed in the Local Government (Administration) Regulations 1996, regulation 28A?	Yes	
12	s5.89A(5) & (5A)	Did the CEO publish an up-to-date version of the gift register on the local government's website?	Yes	
13	s5.89A(6)	When people cease to be a person who is required to make a disclosure under section 5.87A or 5.87B of the Local Government Act 1995, did the CEO remove from the register all records relating to those people?	No	Removal has been undertaken in March 2023
14	s5.89A(7)	Have copies of all records removed from the register under section 5.89A(6) Local Government Act 1995 been kept for a period of at least five years after the person ceases to be a person required to make a disclosure?	Yes	
15	s5.70(2) & (3)	Where an employee had an interest in any matter in respect of which the employee provided advice or a report directly to council or a committee, did that person disclose the nature and extent of that interest when giving the advice or report?	Yes	
16	s5.71A & s5.71B(5)	Where council applied to the Minister to allow the CEO to provide advice or a report to which a disclosure under section 5.71A(1) of the Local Government	N/A	



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		Act 1995 relates, did the application include details of the nature of the interest disclosed and any other information required by the Minister for the purposes of the application?		
17	s5.71B(6) & s5.71B(7)	Was any decision made by the Minister under section 5.71B(6) of the Local Government Act 1995, recorded in the minutes of the council meeting at which the decision was considered?	N/A	
18	s5.104(1)	Did the local government prepare and adopt, by absolute majority, a code of conduct to be observed by council members, committee members and candidates within 3 months of the prescribed model code of conduct coming into operation (3 February 2021)?	Yes	
19	s5.104(3) & (4)	Did the local government adopt additional requirements in addition to the model code of conduct? If yes, does it comply with section 5.104(3) and (4) of the Local Government Act 1995?	No	
20	s5.104(7)	Has the CEO published an up-to-date version of the code of conduct for council members, committee members and candidates on the local government's website?	Yes	
21	s5.51A(1) & (3)	Has the CEO prepared and implemented a code of conduct to be observed by employee of the local government? If yes, has the CEO published an up-to-date version of the code of conduct for employees on the local government's website?	Yes	

Disposal of Property				
No	Reference	Question	Response	Comments
1	s3.58(3)	Where the local government disposed of property other than by public auction or tender, did it dispose of the property in accordance with section 3.58(3) of the Local Government Act 1995 (unless section 3.58(5) applies)?	Yes	
2	s3.58(4)	Where the local government disposed of property under section 3.58(3) of the Local Government Act 1995, did it provide details, as prescribed by section 3.58(4) of the Act, in the required local public notice for each disposal of property?	Yes	

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

Finance				
No	Reference	Question	Response	Comments
1	s7.1A	Has the local government established an audit committee and appointed members by absolute majority in accordance with section 7.1A of the Local Government Act 1995?	Yes	
2	s7.1B	Where the council delegated to its audit committee any powers or duties under Part 7 of the Local Government Act 1995, did it do so by absolute majority?	N/A	



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3	s7.9(1)	Was the auditor's report for the financial year ended 30 June 2022 received by the local government by 31 December 2022?	No	Audit report not received prior to OCM of December 2022. Report received at OCM 21 January 2023.
4	s7.12A(3)	Where the local government determined that matters raised in the auditor's report prepared under section 7.9(1) of the Local Government Act 1995 required action to be taken, did the local government ensure that appropriate action was undertaken in respect of those matters?	Yes	
5	s7.12A(4)(a) & (4)(b)	Where matters identified as significant were reported in the auditor's report, did the local government prepare a report that stated what action the local government had taken or intended to take with respect to each of those matters? Was a copy of the report given to the Minister within three months of the audit report being received by the local government?	Yes	
6	s7.12A(5)	Within 14 days after the local government gave a report to the Minister under section 7.12A(4)(b) of the Local Government Act 1995, did the CEO publish a copy of the report on the local government's official website?	Yes	
7	Audit Reg 10(1)	Was the auditor's report for the financial year ending 30 June 2022 received by the local government within 30 days of completion of the audit?	Yes	

Local Government Employees

No	Reference	Question	Response	Comments
1	s5.36(4) & s5.37(3) Admin Reg 18A	Were all CEO and/or senior employee vacancies advertised in accordance with Local Government (Administration) Regulations 1996, regulation 18A?	N/A	
2	Admin Reg 18E	Was all information provided in applications for the position of CEO true and accurate?	Yes	
3	Admin Reg 18F	Was the remuneration and other benefits paid to a CEO on appointment the same remuneration and benefits advertised for the position under section 5.36(4) of the Local Government Act 1995?	N/A	
4	s5.37(2)	Did the CEO inform council of each proposal to employ or dismiss senior employee?	N/A	no designated senior positions



5	s5.37(2)	Where council rejected a CEO's recommendation to employ or dismiss a senior employee, did it inform the CEO of the reasons for doing so?	N/A	
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Official Conduct

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

Tenders for Providing Goods and Services

No	Reference	Question	Response	Comments
1	F&G Reg 11A(1) & (3)	Did the local government comply with its current purchasing policy, adopted under the Local Government (Functions and General) Regulations 1996, regulations 11A(1) and (3) in relation to the supply of goods or services where the consideration under the contract was, or was expected to be, \$250,000 or less or worth \$250,000 or less?	Yes	
2	s3.57 F&G Reg 11	Subject to Local Government (Functions and General) Regulations 1996, regulation 11(2), did the local government invite tenders for all contracts for the supply of goods or services where the consideration under the contract was, or was expected to be, worth more than the consideration stated in regulation 11(1) of the Regulations?	No	Consolidated purchase of similar equipment from one supplier exceeded the threshold. Staff member was counselled. It was later identified that no other supplier was able to meet the delivery time table - Sole supplier

3	F&G Regs 11(1), 12(2), 13, & 14(1), (3), and (4)	When regulations 11(1), 12(2) or 13 of the Local Government Functions and General) Regulations 1996, required tenders to be publicly invited, did the local government invite tenders via Statewide public notice in accordance with Regulation 14(3) and (4)?	Yes	
4	F&G Reg 12	Did the local government comply with Local Government (Functions and General) Regulations 1996, Regulation 12 when deciding to enter into multiple contracts rather than a single contract?	N/A	
5	F&G Reg 14(5)	If the local government sought to vary the information supplied to tenderers, was every reasonable step taken to give each person who sought copies of the tender documents, or each acceptable tenderer notice of the variation?	Yes	
6	F&G Regs 15 & 16	Did the local government's procedure for receiving and opening tenders comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 15 and 16?	Yes	
7	F&G Reg 17	Did the information recorded in the local government's tender register comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulation 17 and did the CEO make the tenders register available for public inspection and publish it on the local government's official website?	Yes	
8	F&G Reg 18(1)	Did the local government reject any tenders that were not submitted at the place, and within the time, specified in the invitation to tender?	Yes	
9	F&G Reg 18(4)	Were all tenders that were not rejected assessed by the local government via a written evaluation of the extent to which each tender satisfies the criteria for deciding which tender to accept?	Yes	
10	F&G Reg 19	Did the CEO give each tenderer written notice containing particulars of the successful tender or advising that no tender was accepted?	No	Tenderer was given notice of the outcome of the tender and invited to contact the CEO for details.
11	F&G Regs 21 & 22	Did the local government's advertising and expression of interest processes comply with the requirements of the Local Government (Functions and General) Regulations 1996, Regulations 21 and 22?	Yes	
12	F&G Reg 23(1) & (2)	Did the local government reject any expressions of interest that were not submitted at the place, and within the time, specified in the notice or that failed to comply with any other requirement specified in the notice?	Yes	

13	F&G Reg 23(3) & (4)	Were all expressions of interest that were not rejected under the Local Government (Functions and General) Regulations 1996, Regulation 23(1) & (2) assessed by the local government? Did the CEO list each person as an acceptable tenderer?	Yes	
14	F&G Reg 24	Did the CEO give each person who submitted an expression of interest a notice in writing of the outcome in accordance with Local Government (Functions and General) Regulations 1996, Regulation 24?	Yes	
15	F&G Regs 24AD(2) & (4) and 24AE	Did the local government invite applicants for a panel of pre-qualified suppliers via Statewide public notice in accordance with Local Government (Functions & General) Regulations 1996 regulations 24AD(4) and 24AE?	Yes	
16	F&G Reg 24AD(6)	If the local government sought to vary the information supplied to the panel, was every reasonable step taken to give each person who sought detailed information about the proposed panel or each person who submitted an application notice of the variation?	Yes	
17	F&G Reg 24AF	Did the local government's procedure for receiving and opening applications to join a panel of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 16, as if the reference in that regulation to a tender were a reference to a pre-qualified supplier panel application?	Yes	
18	F&G Reg 24AG	Did the information recorded in the local government's tender register about panels of pre-qualified suppliers comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24AG?	Yes	
19	F&G Reg 24AH(1)	Did the local government reject any applications to join a panel of pre-qualified suppliers that were not submitted at the place, and within the time, specified in the invitation for applications?	N/A	
20	F&G Reg 24AH(3)	Were all applications that were not rejected assessed by the local government via a written evaluation of the extent to which each application satisfies the criteria for deciding which application to accept?	Yes	
21	F&G Reg 24AI	Did the CEO send each applicant written notice advising them of the outcome of their application?	Yes	



Department of
**Local Government, Sport
and Cultural Industries**

22	F&G Regs 24E & 24F	Where the local government gave regional price preference, did the local government comply with the requirements of Local Government (Functions and General) Regulations 1996, Regulation 24E and 24F?	Yes	
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Integrated Planning and Reporting

No	Reference	Question	Response	Comments
1	Admin Reg 19C	Has the local government adopted by absolute majority a strategic community plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	25/09/2021
2	Admin Reg 19DA(1) & (4)	Has the local government adopted by absolute majority a corporate business plan? If Yes, please provide the adoption date or the date of the most recent review in the Comments section?	Yes	26/03/2021
3	Admin Reg 19DA(2) & (3)	Does the corporate business plan comply with the requirements of Local Government (Administration) Regulations 1996 19DA(2) & (3)?	Yes	

Optional Questions

No	Reference	Question	Response	Comments
1	Financial Management Reg 5(2)(c)	Did the CEO review the appropriateness and effectiveness of the local government's financial management systems and procedures in accordance with the Local Government (Financial Management) Regulations 1996 regulations 5(2)(c) within the three financial years prior to 31 December 2022? If yes, please provide the date of council's resolution to accept the report.	No	Review commenced but not completed by 31 December,
2	Audit Reg 17	Did the CEO review the appropriateness and effectiveness of the local government's systems and procedures in relation to risk management, internal control and legislative compliance in accordance with Local Government (Audit) Regulations 1996 regulation 17 within the three financial	No	Review commenced but not completed by 31 December



		years prior to 31 December 2022? If yes, please provide date of council's resolution to accept the report.		
3	s5.87C	Where a disclosure was made under sections 5.87A or 5.87B of the Local Government Act 1995, were the disclosures made within 10 days after receipt of the gift? Did the disclosure include the information required by section 5.87C of the Act?	N/A	
4	s5.90A(2) & (5)	Did the local government prepare, adopt by absolute majority and publish an up-to-date version on the local government's website, a policy dealing with the attendance of council members and the CEO at events?	Yes	
5	s5.96A(1), (2), (3) & (4)	Did the CEO publish information on the local government's website in accordance with sections 5.96A(1), (2), (3), and (4) of the Local Government Act 1995?	Yes	
6	s5.128(1)	Did the local government prepare and adopt (by absolute majority) a policy in relation to the continuing professional development of council members?	Yes	
7	s5.127	Did the local government prepare a report on the training completed by council members in the 2021/2022 financial year and publish it on the local government's official website by 31 July 2022?	Yes	
8	s6.4(3)	By 30 September 2022, did the local government submit to its auditor the balanced accounts and annual financial report for the year ending 30 June 2022?	Yes	
9	s.6.2(3)	When adopting the annual budget, did the local government take into account all its expenditure, revenue and income?	Yes	

Chief Executive Officer

Kelvin John Matthews
Chief Executive Officer

18-3-23

Date



Department of
**Local Government, Sport
and Cultural Industries**

A handwritten signature in blue ink, appearing to read "Harvey James Nichols", written over a horizontal line.

Mayor/President



A handwritten date "18/4/2022" in blue ink, written over a horizontal line.

Date

HARVEY JAMES NICHOLS
Shire President

9.3 ADMINISTRATION

9.3.1 APPOINTMENT OF PERSON AS COUNCILLOR

Applicant:	Nil	
File Ref:	GV.EL.001	
Disclosure of Interest:	Nil	
Date of Report:	28 February 2023	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

As a result of no nominations being received for the Extraordinary Election scheduled for the 1st of April 2023, Council may now consider the process for appointing a person as councilor to fill the vacancy.

Attachments:

Election Schedule.

Background:

Council resolved at its Ordinary Council Meeting (OCM) dated the 21st of January 2023 to conduct an extraordinary election to fill the one vacant position following the disqualification of Cr David Hodder (refer resolution # 2022/23-136). The extraordinary election was/is scheduled for Saturday the 1st of April 2023. Nominations for the extraordinary election closed at 4.00pm on Thursday 23rd of February 2023. No nominations were received.

Council undertook a similar process in 2021 when nominations received for the ordinary election were less than the required vacancies – that is, 2 nominations were received for 4 vacancies. Council subsequently undertook an extraordinary election process to fill the remaining 2 vacancies, however received no nominations. Council then undertook an appointment process in accordance with section 4.57 (3) (4) of the Local Government Act 1995, whereby Councilors Holden and Day were appointed.

As part of the 2023 extraordinary election process, advertising of applications for enrollment on Councils Owners and Occupiers Roll occurred in accordance with section 4.41 of the Local Government Act 1995 and Part 4 of the Local Government (Elections) Regulations 1997. No enrollments were received by the CEO/Returning Officer. The WA Electoral Commission (WAEC) provided a copy of the Residents Roll in accordance with section 4.40 of the Local Government Act 1995 and Part 4 of the Local Government (Elections) Regulations 1997.

Comment:

The Local Government Act 1995 (the Act) provides that council “may appoint to any unfilled office a person who would be eligible to be a candidate for election to the office

and who is willing to accept the appointment.” That is, section 4.57 (3) of the Local Government Act 1995 prescribes that *if, at the close of nominations for an extraordinary election required under subsection (1) or (2) there are no candidates or the number of candidates is less than the number of offices to be filled at the election, the council may appoint* to any unfilled office a person who would be eligible to be a candidate for election to the office and who is willing to accept the appointment.*

** Absolute majority required.*

Furthermore, section 4.57 (4) of the Local Government Act 1995 prescribes that *a person appointed under subsection (3) is to be regarded as having been elected.*

Beyond the provisions in the Local Government Act 1995 or Local Government (Elections) Regulations 1997, no other references can be located in legislation or other documents as to the requirements and processes to undertake such appointments.

The adoption of a transparent and clear process for the appointment process will reduce the potential for conflict, complaints and negativity within the wider community.

Consultation:

CEO with DCEO

Statutory Environment:

Local Government Act 1995;

4.57. Less candidates than vacancies

- (1) If, at the close of nominations, there are no candidates for the office or offices to be filled at the election, an extraordinary election is to be held to fill the office or offices as if it or they had become vacant on the day after the close of nominations.
- (2) If, at the close of nominations, the number of candidates is less than the number of offices to be filled at the election —
 - (a) the candidate or candidates is or are elected; and
 - (b) an extraordinary election is to be held to fill the remaining office or offices as if it or they had become vacant on the day after the close of nominations.
- (3) If, at the close of nominations for an extraordinary election required under subsection (1) or (2) there are no candidates or the number of candidates is less than the number of offices to be filled at the election, the council may appoint* to any unfilled office a person who would be eligible to be a candidate for election to the office and who is willing to accept the appointment.

** Absolute majority required.*

- (4) A person appointed under subsection (3) is to be regarded as having been elected.

4.48. Candidate, eligibility of

- (1) If the election is to fill an office or offices of councillor, a person can only be a candidate if the person was an elector of the district who, as at the close of enrolments, was qualified under section 2.19 to be elected as a member of the council and, at the time of nomination —

- (a) the person is qualified under section 2.19 to be elected as a member of the council; and
 - (b) the person is not a candidate in another election to fill an office or offices of councillor on the council; and
 - (c) the person is not the holder of an office of member of a council other than an office the term of which will end on, or before, election day; and
 - (d) the person has completed the course of induction prescribed for the purposes of this subsection.
- (2) If the election is to fill the office of elector mayor or president, a person can only be a candidate if —
- (a) the person was an elector of the district who, as at the close of enrolments and at the time of nomination, was qualified under section 2.19 to be elected as a member of the council; and
 - (b) at the time of nomination, the person has completed the course of induction prescribed for the purposes of this subsection.

2.19. Qualifications for election to council

- (1) A person is qualified to be elected as a member of a council if the person —
- (a) is of or over the age of 18 years; and
 - (b) is an elector of the district; and
 - [(c) deleted]*
 - (d) is not disqualified for membership of the council under section 2.20, 2.21, 2.22, 2.23 or 2.24; and
 - (e) is not disqualified by an order under section 5.113, 5.117 or 5.119 from holding office as a member of a council.
- (2) A person is not qualified under subsection (1)(b) if he or she is only eligible for enrolment under section 4.30(1)(a) and (b) —
- (a) as the nominee of a body corporate under section 4.31; or
 - (b) because of Schedule 9.3, clause 12(2).
- (3) A person who is qualified under subsection (1) can be elected as a councillor for a ward whether or not he or she is an elector of that ward.

Local Government (Elections) Regulations 1997;

Part 6 - regulation 32 (1).

The RO may give such other notices about the election as the RO thinks fit.

Policy Implications:

Nil

Budget/Financial Implications:

Minimal election costs.

Strategic Implications:

In accordance with Councils Strategic Community Plan 2020-2030 - *Governance – to ensure effective, efficient use of Shire resources and provide leadership for the community.*

At The Meeting

The CEO presented alternative recommendation based on advice received from WALGA.

Voting Requirements:

Absolute Majority

Officers Recommendation/Council Resolution:

Moved:

Seconded:

That Council resolves the following:

- 1. Convene a Special Meeting of Council Saturday for the 1st of April 2023 (day of extraordinary election) to consider and appoint one (1) person as Councillor in accordance with section 457 (3) (4) of the Local Government Act 1995 and Part 4 of the Local Government (Elections) Regulations 1997.**
- 2. That the CEO advertise the one vacant position on the Shires website, Shire social media pages, Shire and town notice boards and in “The Dust”.**
- 3. Ensure that potential candidate(s) are/have;**
 - enrolled on Councils Residents Roll,**
 - completed the online Induction for Prospective Candidates,**
 - completed a Nomination Form (LG08),**
 - completed a Disclosure of Gifts Form (LG9A),**
 - provided a compliant Candidate’s Profile in accordance with section 4.49(b) of the Local Government Act 1995 & regulation 24 of the Local Government (Elections) Regulations 1997,**
 - submit their nomination (as above) to the CEO/RO by 4.00pm Thursday 30th of March 2023, and**
 - the CEO is to provide a copy of each eligible candidate(s) nomination form and profile at the Special Meeting Council meeting scheduled for the 1st of April 2023 so Council can consider appointing one of the candidate(s) as a Councillor to fill the vacancy.**

LOST

Alternative Officer Recommendation:

OPTION A

Council instruct the CEO to seek approval from the Electoral Commissioner in accordance with section 4.17 (3) and (4A) for the vacancy of one councillor to remain unfilled until the ordinary elections scheduled for October 2023.

OPTION B

Council instruct the CEO to conduct fresh elections for the unfilled vacancy of one councillor.

Council Resolution:

Moved: Cr JC Holden
Seconded: Cr MR Hall

OPTION A

Council instruct the CEO to seek approval from the Electoral Commissioner in accordance with section 4.17 (3) and (4A) for the vacancy of one councillor to remain unfilled until the ordinary elections scheduled for October 2023.

RESOLUTION 2022/23-187

CARRIED 6/0
BY AN ABSOLUTE MAJORITY



Elections Timetable Template

Local Government Extraordinary and Other Elections



Council meeting dates
Public Holiday Period

Note: Please manually adjust dates in the 'Date' column which fall on a public holiday to the next business day.

Enter election date>> 1/04/2023

	Days from Polling Day	Election Activities or Events	Relevant Act sections or Regulations	Day	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date	Date
	70 to 56	Between these days, the CEO of the local government is to give Statewide public notice of the closing date and time for elector enrolments.	LGA s4.39(2)	Sat to Sat	21/01/2023 to 4/02/2023	##### to #####	##### to #####	##### to #####	##### to #####	##### to #####	##### to #####	##### to #####	##### to #####	##### to #####	##### to #####	##### to #####	##### to #####
	56	Last day for the local government's CEO to advise the Electoral Commissioner of the need to prepare an updated residents roll.	LGA s4.40(1)	Sat	4/02/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
	56	Advertising may begin for council nominations from 56 days, and no later than 45 days, before election day.	LGA s4.47(1)	Sat	4/02/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
Close of Rolls	50	Close of Rolls – 5.00pm	LGA 4.39(1)	Fri	10/02/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
	45	Last day for advertisement to be placed calling for council nominations.	LGA s4.47(1)	Wed	15/02/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
Nominations Open	44	Nominations Open First day for candidates to lodge completed nomination papers, in the prescribed form, with the Returning Officer. Nominations are open for 8 days.	LGA s4.49(a)	Thu	16/02/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
	38	If a candidate's nomination is withdrawn not later than 4.00pm on this day, the candidate's deposit is to be refunded.	LGA s4.50 Reg. 27(5)	Wed	22/02/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
Close of Nominations	37	Close of Nominations – 4.00pm	LGA 4.49(a)	Thu	23/02/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
	36	Last day for the Electoral Commissioner to prepare an updated residents roll for the election. Last day for the local government's CEO to prepare an owners and occupiers roll.	LGA s4.40(2) LGA s4.41(1)	Fri	24/02/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
	36	Returning Officer to give Statewide public notice of the election as soon as practicable but no later than 19 days before election day.	LGA s4.64(1)	As soon as practicable													
	22	The preparation of any consolidated roll (combined roll of residents, owners and occupiers) under regulation 18(1) is to be completed on or before this day.	LGA s4.38(1) Reg. 18(1)(2)	Fri	10/03/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
	19	Last day for the Returning Officer to give Statewide public notice of the election.	LGA s4.64(1)	Mon	13/03/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
	4	Close of absent voting and close of postal vote applications for 'voting in person' elections – 4.00pm.	LGA s4.68(1)(c) Reg. 37(3)(4)	Tue	28/03/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
	1	Close of early voting for 'voting in person' elections – 4.00pm.	LGA s4.71(1)(e) Reg. 59(2)	Fri	31/03/2023	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####	#####
Election Day	0	Election Day Close of poll – 6.00pm.	LGA s4.7 LGA s4.68(1)(e)	Sat	1/04/2023												

9.3.2 MINISTER FOR LOCAL GOVERNMENT ELECTION ADVICE

Applicant:	Nil	
File Ref:	GV.EL.001	
Disclosure of Interest:	Nil	
Date of Report:	9 March 2023	
Author:	Kelvin Matthews Chief Executive Officer	 Signature of Author
Senior Officer:	Kelvin Matthews Chief Executive Officer	 Signature Senior Officer

Summary/Matter for Consideration:

Council to consider comments and advice from the Hon John Carey MLA, Minister for Local Government regarding arrangements for the 2023 local government elections.

Attachments:

Copy of correspondence from the Hon John Carey MLA, Minister for Local Government.

Background:

Council will be aware that the ordinary 2023 local government elections are scheduled for October this year. The Hon John Carey MLA, Minister for Local Government has written to all WA Councils (correspondence attached) advising of new arrangements for the 2023 ordinary local government elections. The correspondence advises of reform changes for the upcoming elections, especially the introduction of the Optional Preferential Voting (OPV) system.

Comment:

The Minister has requested that all WA Local Governments consider if they will appoint the WA Electoral Commission (WAEC) to conduct its elections, or alternatively that Council will conduct the election as an *in person* election whereby the CEO is appointed as the Returning Officer, at its March 2023 Ordinary Council Meeting (OCM). As noted in the attached correspondence from the Minister, should Council decide/resolve that it will conduct the ordinary elections in October 2023 as an 'in person' elections, then the CEO is appointed as the Returning Officer for the election.

Council then has the option to purchase a license for access to the WA Electoral Commission (WAEC) *CountWA* software to assist in the election process and specifically in the counting of votes. *CountWA* software is used to count votes in State Elections, and involves data entry of preferences indicated on ballot papers. This provides for preferences to be counted and re-counted using the software program.

Should Council decide to license the software instead of appointing the WAEC to conduct the election, then the CEO will remain entirely responsible for the conduct of the vote count, the use of the software, the introduction of the new OPV counting and backfilling provisions, and dealing with any disputes or complaints that may arise. It is expected the WAEC will provide further information directly to all Councils and will (at that time)

require Council to confirm that it will be conducting its 2023 election as an ‘in person’ election.

Consultation:

Correspondence from the Hon John Carey MLA, Minister for Local Government to all WA local government CEOs.

Statutory Environment:

Policy Implications:

Nil

Budget/Financial Implications:

Nil in 2022/23 financial year.

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall

Seconded: Cr M Anderson

That Council:

- 1. Receive the report and advice from the Hon John Carey MLA, Minister for Local Government.**
- 2. Confirm it will conduct the 2023 ordinary elections as *in person* and appointing the CEO as Returning Officer, and**
- 3. Approve the CEO to confirm with the WA Electoral Commission that the CEO/Returning Officer is authorized to purchase the *CountWA* software license for the purpose of conducting the 2023 ordinary elections.**

RESOLUTION 2022/23-188

CARRIED 6/0



Hon John Carey MLA
Minister for Housing; Lands; Homelessness; Local Government

Our ref: 78-11008

3 February 2023

Dear Local Government Chief Executive Officers

MEMORANDUM TO CHIEF EXECUTIVE OFFICERS
ARRANGEMENTS FOR THE UPCOMING OCTOBER 2023 ORDINARY ELECTIONS

As you know, the State Government is continuing to work with the local government sector to deliver the most significant package of local government reforms in more than 25 years. These reforms include several measures to strengthen local democracy and increase community engagement, including new requirements for:

- the introduction of optional preferential voting for all local government elections;
- directly-elected Mayors and Presidents for all Band 1 and 2 local governments;
- the abolition of wards for all Band 3 and 4 local governments; and
- aligning the size of councils with the size of the population of each district.

In September 2022, I wrote to all local governments to outline the implications of the reforms for each council, and pathways for implementing required changes. Since then, the majority of impacted councils have been working to consider how best to transition in changes. Many councils have since completed Ward and Representation Reviews, while others will have more substantial changes implemented through reform elections, or minor changes made to apply by default.

I would like to acknowledge and thank local governments for the constructive and proactive way they have approached this forward planning.

Further to my previous letter, the State Government is continuing to work to implement election reforms ahead of the October 2023 Ordinary Elections. The reforms will introduce Optional Preferential Voting (OPV) for all local government elections. OPV is similar to preferential voting used in State and Federal Elections, and for local government elections in every other Australian state. OPV provides that electors can preference as many or as few candidates as they decide, and there will be no transfer of preferences other than the preferences electors mark on their ballot paper.

The reforms will also include related new changes for the backfilling of vacancies, including:

- in the event that a member of the council is directly elected as the Mayor or President, the consequent vacancy can be filled by the next highest-polling candidate through the relevant district or ward council election held on the same day;
- if a vacancy arises within one year of a council member being elected at an ordinary election, that vacancy may be filled by the next highest-polling candidate; and
- the timeframes for which certain vacancies can remain unfilled ahead of an upcoming ordinary election will also be extended.

Together, these reforms will greatly reduce the need for extraordinary elections, saving costs for ratepayers and administrative burden for local governments in the longer term.

Level 11, Dumas House, 2 Havelock Street, West Perth, WA, 6005
Telephone: +61 8 6552 5300 Facsimile: +61 8 6552 5301 Email: minister.carey@dpc.wa.gov.au

However, these changes will require specific attention on election night, and returning officers will need to identify the candidates who are next in line to fill further vacancies for inclusion on the declaration of results. Accordingly, I am writing to encourage all local governments to commence early planning for the practical arrangements for the conduct of the October 2023 Ordinary Elections.

As you would know, the council may declare the Electoral Commissioner as responsible to conduct postal elections under sections 4.20 and 4.61 of the *Local Government Act 1995* (the Act). Section 4.28 of the Act further provides that the local government is to meet the costs incurred by the Western Australian Electoral Commission (WAEC) in conducting such elections.

Alternatively, if council decides that the CEO (or other appointee) is to be the returning officer, local governments will have the option to purchase a licence for access to the WAEC's CountWA software to facilitate the counting of votes. CountWA software is used to count votes in State Elections, and involves data entry of preferences indicated on ballot papers. This provides for preferences to be counted and re-counted using the software.

If a local government decides to license the software instead of appointing the Electoral Commissioner to conduct the election, the CEO (or other appointee) will remain wholly responsible for the conduct of the count, the use of the software, the introduction of the new OPV counting and backfilling provisions, and dealing with any disputes or complaints. The WAEC will only be able to provide general assistance on accessing and using the software.

The WAEC will shortly be writing to all local governments to provide information for each council. The WAEC can also provide further information on each of these options. Please contact Phil Richards, Manager Election Events on 9214 0443 or at Phillip.Richards@waec.wa.gov.au if you have any queries.

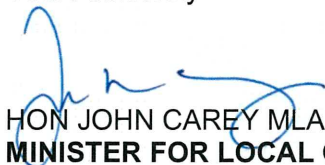
It is strongly recommended that the decision for whether to declare the Electoral Commissioner as responsible for your Ordinary Elections is put to Council at its March meeting. This will allow sufficient time for the WAEC to work with you to deliver the election, or provide you with a software licence, if preferred.

In considering potential arrangements, local governments should be mindful that the WAEC will require sufficient lead time to plan ahead. Accordingly, I strongly urge all local governments to make arrangements as early as possible, and consider the appointment of the WAEC to conduct the elections.

The Department of Local Government, Sport and Cultural Industries (DLGSC) is working closely with the WAEC to prepare further materials to assist local governments with the implementation of reforms. The DLGSC will provide further updates through LG Alerts to the sector and on the DLGSC's website. The DLGSC is also available to assist with any queries, including by email at lghotline@dlgsc.wa.gov.au or by phone on 1300 762 511.



I have also written a letter to the Mayor or President of your local government, which contains the same information as this memorandum. That letter should be received shortly.

Yours sincerely



HON JOHN CAREY MLA
MINISTER FOR LOCAL GOVERNMENT

9.3.3 APPLICATIONS FOR MINING TENEMENT EXPLORATION, PROSPECTING AND MISCELLANEOUS LICENCES - VARIOUS

Applicant:	Nil	
File Ref:	EM.NO.001	
Disclosure of Interest:	Nil	
Date of Report:	9 March 2023	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council to consider comments and approval in regard to the requests from McMahon Mining Title Services Pty Ltd as listed in Comments below.

Attachments:

Copies of Application listed as follows:

1. Mining Tenement Application for Miscellaneous Licence 51/0125 and Tengraph Map McMahon Mining Title Services Pty Ltd.

Background:

Council will be aware that due to the constant volume of requests being received, the CEO has compiled all such requests into one agenda item report for Councils consideration and approval.

The applications listed above are situated as follows:

1. Mining Tenement Application for Miscellaneous Licence 51/0125 and Tengraph Map from McMahon Mining Title Services Pty Ltd on behalf of KOP Ventures Pty Ltd – Kyarra.

Comment:

Council is requested to consider the Mining Tenement Miscellaneous and/or Exploration licences application and Tengraph maps as listed above and appended individually to this report for approval.

Consultation:

McMahon Mining Title Services Pty Ltd on behalf of KOP Ventures Pty Ltd by correspondence.

Statutory Environment:

Sections 23 to 26 of the Mining Act 1978.

Policy Implications:

Nil

Budget/Financial Implications:

Nil

Strategic Implications:

Nil

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith

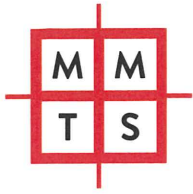
Seconded: Cr M Anderson

That Council:

- 1. Mining Tenement Application for Miscellaneous Licence 51/0125 and Tengraph Map from McMahon Mining Title Services Pty Ltd on behalf of KOP Ventures Pty Ltd.**

RESOLUTION 2022/23-189

CARRIED 6/0



**McMAHON MINING
TITLE SERVICES** PTY
LTD

14 February 2023

Shire of Meekatharra
PO Box 129
Meekatharra WA 6642

Attention: Chief Executive Officer

SHIRE OF MEEKATHARRA	
File No:	
20 FEB 2023	
Officer:	CFO
Action Req'd:	
Delegated To:	Agenda item
mme.23	

Registered Post:
RPP44 63800 09400 37994 89601

Dear Sir/Madam,

APPLICATIONS FOR MISCELLANEOUS LICENCE 51/0125.

On behalf of our client, The Kop Ventures Pty Ltd, please find enclosed a copy of the above application and a plan showing the area applied for.

This notification has been forwarded to yourselves by way of registered post in accordance with the requirements set out in the Mining Act 1978 (WA), as the application falls within your Shire.

Yours faithfully,

Kate Beaumont
McMahon Mining Title Services Pty Ltd

Form 21

WESTERN AUSTRALIA

Mining Act 1978

(Secs. 41, 58, 70C, 74, 86, 91, Reg. 64)

APPLICATION FOR MINING TENEMENT

(a) Type of tenement	(a) Miscellaneous Licence		No. L 51/125
(b) Time & Date marked out (where applicable)	(b) a.m./p.m. / /		(c) MURCHISON
(c) Mineral Field			
For each applicant:	(d) and (e)		(f) Shares
(d) Full Name and ACN/ABN	THE KOP VENTURES PTY LTD (ACN: 604 932 676)		100
(e) Address	C/- MCMAHON MINING TITLE SERVICES PTY LTD, PO BOX 6301, EAST PERTH, WA, 6892		
(f) No. of shares			(g) Total 100
(g) Total No. of shares			
DESCRIPTION OF GROUND APPLIED FOR: (For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)	(h) Kyarra		
	(i) Datum situated at GDA coordinates in Zone 50 7019948.640 mN 665058.410 mE		
	(j) From datum coordinates in Zone 50 Thence to 7019708.800 mN 665151.520 mE Thence to 7019329.890 mN 664400.880 mE Thence to 7018893.110 mN 663190.580 mE Thence to 7018976.520 mN 662942.430 mE Thence to 7019257.770 mN 662928.620 mE Thence to 7019279.930 mN 663160.220 mE Thence to 7019449.400 mN 663730.320 mE Thence to 7019559.920 mN 664259.940 mE Thence back to datum		
	Purposes: a bore , a drainage channel , a pipeline , a power line and a road.		
(k) Area (ha or km ²)	(k) 71.00000 HA		
(l) Signature of applicant or agent (if agent state full name and address)	(l) Alanna Burton PO BOX 6301, EAST PERTH, WA, 6892		Date: 07/02/2023

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 14th day of March 2023 (See Note 4).

Where an objection to this application is lodged the hearing will take place on a date to be set.

Received at	16:23:38	on	7 February	2023	with fees of
Application	\$608.00				
Rent	\$1,562.00				
TOTAL	\$2,170.00				
Receipt No:	31008443318				

Mining Registrar**NOTES****Note 1: EXPLORATION LICENCE**

- (i) Attachments 1 and 2 form part of every application for an exploration licence and must be lodged with this form in lieu of (h), (i), (j) and (k) above.
- (ii) An application for an Exploration Licence shall be accompanied by a statement specifying method of exploration, details of the proposed work programme, estimated cost of exploration and technical and financial ability of the applicant(s).

Note 2: PROSPECTING/MISCELLANEOUS LICENCE AND MINING/GENERAL PURPOSE LEASE

- (i) This application form shall be accompanied by a map on which are clearly delineated the boundaries of the area applied for.

Note 3: GROUND AVAILABILITY

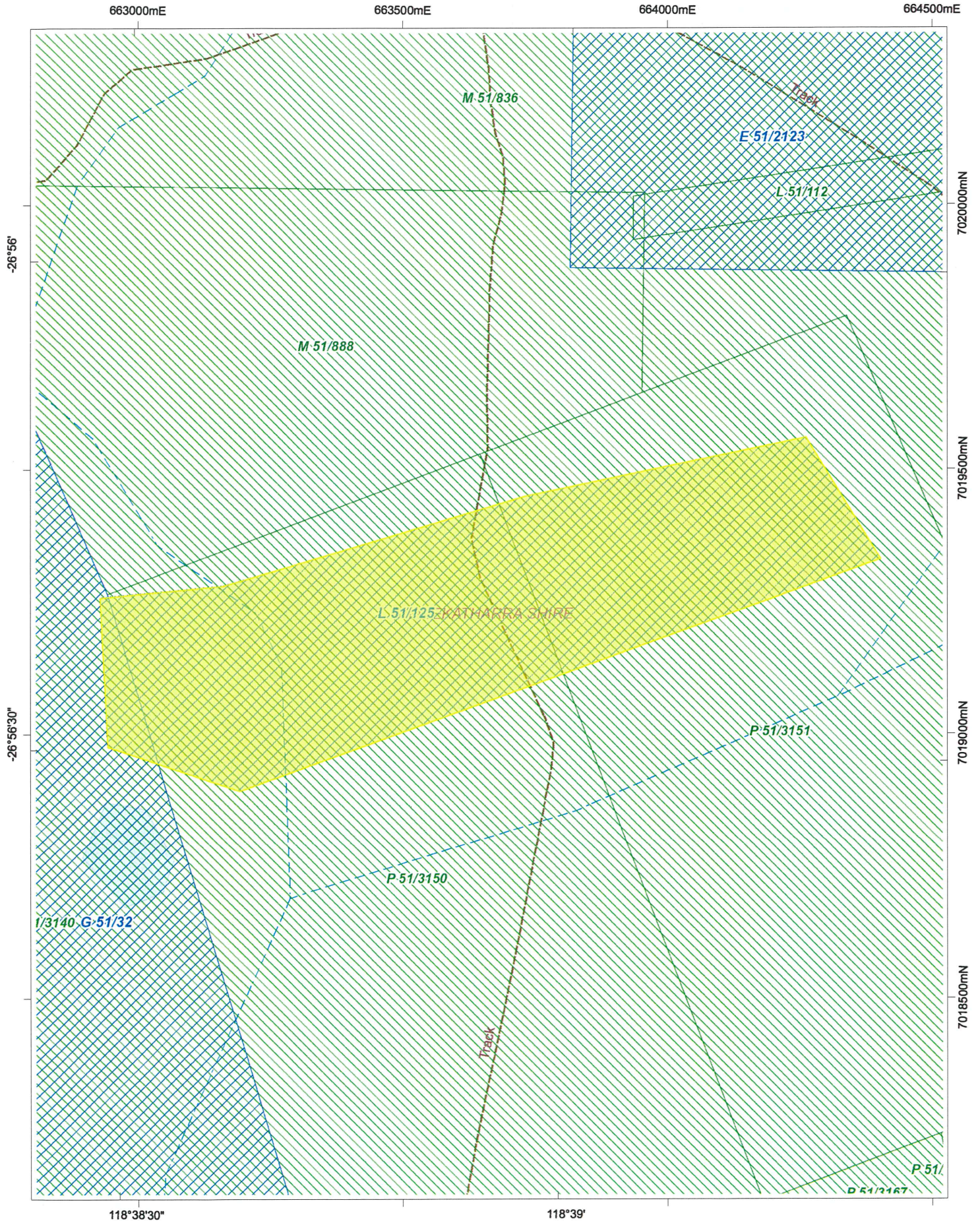
- (i) The onus is on the applicant to ensure that ground is available to be marked out and/or applied for.
- (ii) The following action should be taken to ascertain ground availability:
 - (a) public plan search; (b) register search; (c) ground inspection.

Note 4: ALL APPLICATIONS OVER PRIVATE LAND

The period for lodgement of an objection is within 21 days of service of this notice, or the date noted above for lodging objections, whichever is the longer period.



L 51/125 , Quick Appraisal Plan



9.4 COMMUNITY DEVELOPMENT

Nil

9.5 HEALTH BUILDING AND TOWN PLANNING

Nil

9.6 WORKS AND SERVICE

Nil

10. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

11. NEW BUSINESS OF AN URGENT NATURE – INTRODUCED BY RESOLUTION OF THE MEETING

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith



Seconded: Cr M Anderson

That the urgent new business be discussed.

RESOLUTION 2022/23-190

CARRIED 6/0

11.1 MISSION AUSTRALIA LEASE – 64 (LOT 5) HILL STREET, MEEKATHARRA

Applicant:	N/A	
File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	17 March 2023	
Author:	Kelvin Matthews Chief Executive Officer	 Signature of Author
Senior Officer:	Kelvin Matthews Chief Executive Officer	 Signature Senior Officer

Summary/Matter for Consideration:

Council to consider executing the final lease between the Shire of Meekatharra and Mission Australia for the Council property located at 64 (Lot 5) Hill Street Meekatharra.

Attachments:

- Copy of final lease for execution.

Background:

Council will be aware that no current lease exists between Council and Mission Australia for the property located at 64 Hill Street Meekatharra that is currently used by Mission Australia as a short term domestic violence facility. The CEO and Mission Australia have been negotiating a lease for this property for some time, where the final lease for 64 Hill Street will also be utilized as a template lease for the property located at 113 Hill Street Meekatharra.

Comment:

Council resolved at its Ordinary Council Meeting (OCM) dated 18th of February 2023 (resolution 2022/23-173) as follows:

That Council consider the matter again at its Ordinary Council Meeting dated 18th March 2023 and instruct the CEO to advise Mission Australia of the contents of the original agenda item report item 13.1 for further discussion and that the lease for the property (units x4) located at 113 (Lot 854) Hill Street Meekatharra between the Shire of Meekatharra and Mission Australia be finalized to Councils satisfaction by the 17th March 2023.

The above resolution was in regard to the property Council purchased at 113 Hill Street Meekatharra where the purchase was/is intended for lease to Mission Australia for use as a long term Domestic Violence facility. Any subsequent lease for the property at 113 Hill Street Meekatharra was to be predicated on firstly finalizing a lease for the Council property at 64 (Lot 5) Hill Street Meekatharra. With the completion of the lease process for 64 (Lot 5) Hill Street Meekatharra, a lease will now be prepared for execution by Council for the property located at 113 Hill Street Meekatharra.

Relevant clauses of the attached lease are described in specific relation to Council in Statutory Environment below.

Consultation:

CEO and Shire solicitor with Mission Australia.

Statutory Environment:

- The provisions of sections 3.58 and 3.59 of the Local Government Act 1995 and clauses 8A, 8, 9 and 10 of the Local Government (Functions and General) Regulations 1996 do not apply.
- Clause 2 (page 8) – Definitions prescribe the meaning(s) of Rent, Use & Occupancy of Premises, Insurance, Essential Services, Make Good and Outgoings.
- Clause 3 (page 13) – Payments by Tenant of Rent, Rates, Outgoings and Other Money.
- Clause 4 (page 14) – Use and Occupancy of Premises including Essential Services.
- Clause 5 (page 16) – Maintenance, Cleaning and Inspection of Premises, and
- Clause 6 (page 19) – Insurance.

Policy Implications:

Nil

Budget/Financial Implications:

- Payment of \$1 peppercorn amount per annum
- All ongoing operational maintenance responsibility of tenant (Mission Australia) as reflected in the conditions of the lease.

Strategic Implications:

- Family Domestic Violence facility for the community.

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved: Cr MR Hall

Seconded: Cr BM Day

That Council approves the Lease between the Shire of Meekatharra and Mission Australia for the premises located at 64 (Lot 5) Hill Street Meekatharra in accordance with the terms and conditions outlined in the Lease and approves the affixing of Councils Common Seal and execution of the Lease by the Chief Executive Officer and the Shire President.

RESOLUTION 2022/23-191

CARRIED 6/0

Property Lease

Date:



SHIRE OF MEEKATHARRA (ABN 12 467 571 602)

Landlord

and



MISSION AUSTRALIA (ACN 000 002 522)

Tenant

Premises: 64 Hill Street, Meekatharra, Western Australia

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Annexure A Plan of Premises

SCHEDULE

ITEM	CLAUSE REFERENCE	PROVISION	PARTICULARS
Item 1.	2.1	Premises:	The whole of the Land and all of the improvements thereon including one (1) under-cover parking bay as shown as Lot 5 on Diagram 78170 on the plan contained in Annexure A.
Item 2.	2.1	Land:	Lot 5 on Diagram 78170 being the whole of the land comprised in Certificate of Title Volume 1884 Folio 294, known as 64 Hill Street, Meekatharra WA 6642.
Item 3.	2.1	Term:	The period commencing on the Commencement Date and expiring on 30 June 2024.
Item 4.	2.1	Commencement Date:	The date of this Lease.
Item 5.	2.1	Rent Commencement Date:	The Commencement Date.
Item 6.	2.1 and 14	Further Terms:	One (1) Further Term of three (3) years commencing on 1 July 2024 and expiring on 30 June 2027.
Item 7.	2.1 and 13	Rent and Rent Review:	Rent: \$1.00 (if demanded). Rent Review: Not applicable.
Item 8.	3.1(a)	Method of Payment of Rent:	By annual instalments in advance on the Commencement Date and each anniversary thereafter during the Term, if demanded by the Landlord.
Item 9.	3.1(b)	Tenant's Proportion of Outgoings:	100%.
Item 10.	4.1	Permitted Use:	Residential premises for the provision of crisis accommodation and community services related to the crisis accommodation.
Item 11.	Error! Reference source not found.	Amount of Public Risk Insurance:	Insurance to be taken out by Tenant: (a) A public liability policy with a cover of not less than \$20 million in respect of any one occurrence. The Landlord may increase the minimum cover from time to time if in its reasonable opinion this would be proper having regard to good business practices.

ITEM	CLAUSE REFERENCE	PROVISION	PARTICULARS
			<p>(b) A policy insuring against breakage or damage from any cause whatever all external and internal glass fixed to and forming part of the Premises for the market value and replacement cost.</p> <p>(c) A policy insuring all of the Tenant's fixtures against loss or damage by fire, fusion, explosion, lightning, flood, earthquake, storm, tempest, war, civil commotion, damage from aircraft and other usual and necessary risks for their full replacement value.</p> <p>(d) A policy of insurance to cover loss from burglary (and damage to the Premises arising from an actual or attempted entry for that purpose) of the Tenant's stock, fixtures and fittings.</p> <p>(e) A policy of employer's indemnity insurance including workers' compensation insurance for all of the Tenant's employees employed in, about or from the Premises.</p> <p>(f) A policy insuring the Premises (including the building) for its full replacement and reinstatement value.</p>
Item 12.	2.1	Relevant Law Society:	Law Society of Western Australia.
Item 13.	2.1	Relevant State:	Western Australia.
Item 14.	15.5	Excluded Legislation:	Sections 92, 93 and 94 and the Twelfth Schedule of the Transfer of Land Act 1893 (WA).
Item 15.	17.2	Notices:	<p>The address for service of the Landlord is:</p> <p>Attention: Property Department Address: Main Street MEEKATHARRA WA 6642 Fax: 08 9981 1505</p> <p>The address for service of the Tenant is:</p> <p>Attention: National Property Leasing Officer Address: Level 7, 580 George Street SYDNEY NSW 2000 Fax: 02 9264 3013</p>

Lease

THIS LEASE dated _____ day of _____ 2023

PARTIES

SHIRE OF MEEKATHARRA (ABN 12 467 571 602) of Post Office Box 129, Meekatharra, WA 6642 (**Landlord**)

and

MISSION AUSTRALIA (ACN 000 002 522) of Level 7, 580 George Street, Sydney, NSW, 2000 (Tenant)

1. DEMISE AND TERM

- (a) The Landlord leases the Premises to the Tenant to be held by the Tenant as tenant for the Term commencing on the Commencement Date at the Rent and subject to the covenants, conditions, terms and restrictions contained in this Lease.
- (b) The parties acknowledge and agree that the Tenant has occupied the Premises since June 2013 pursuant to an unwritten lease agreement.
- (c) If the Landlord ceases to be the registered proprietor of the Premises, then from the date that occurs:
 - (i) The Landlord is released from its obligations under this Lease; and
 - (ii) the newly registered proprietor of the Land becomes the landlord under this Lease instead.

2. DEFINITIONS AND INTERPRETATION

2.1 Definitions

In this Lease the following words and phrases have the following meanings unless the context otherwise requires.

API means the Relevant State division of the Australian Property Institute Inc.

Authority means any government, semi-government, municipal, statutory or other authority or body having jurisdiction or authority over or in respect of the Premises or their use or anything done at the Premises by the Tenant.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Relevant State.

Commencement Date means the date specified in Item 4.

Corporations Act means the *Corporations Act 2001* (Cth) as amended from time to time.

Essential Services means all essential safety equipment, services and systems relating to the Premises including:

- (a) fire prevention, fire fighting and fire monitoring equipment and alarm systems;
- (b) evacuation and other emergency systems and equipment.

Further Terms means the further terms (if any) of this Lease specified in Item 6.

Land means the land described in Item 2.

Landlord includes where the context so permits the person from time to time entitled to the immediate reversion of the Term and the employees, agents and contractors of the Landlord and other persons authorised by the Landlord and others for whom the Landlord is vicariously liable.

Laws means all acts or statutes for the time being enacted and all rules, regulations, by laws, notices, requisitions or orders made to or under any act or statute from time to time by any Authority.

Lease means this Lease together with any schedules, annexures and plans.

Make Good means the following:

- (a) removal from the Premises of all Tenant's Installations which the Landlord requires the Tenant to remove;
- (b) the repair of any damage resulting from the Tenant's compliance with paragraph (a) of this definition;
- (c) reinstatement of the structure of any part of the Premises which has been altered by or on behalf of the Tenant;
- (d) cleaning of the Premises and removal of all rubbish, waste and materials brought onto, or left in or around the Premises by anyone other than the Landlord or someone the Landlord is responsible for;
- (e) decontamination and remediation of the Premises, or any adjoining land that is or becomes contaminated or polluted as a result of something which the Tenant has done or failed to do;
- (f) to replace any light globes, tubes or lamps that are not working, and, subject to fair wear and tear:
- (g) to reinstate the Premises and the Services to the Premises to their condition at:
 - a. commencement of the Term; or
 - b. if this Lease is an extension of lease, the term of the initial lease; or
 - c. the date the Tenant first occupied the Premises;
- (h) to leave the Premises in good and safe repair and condition, having regard to the Tenant's obligations under this Lease and their condition at the time specified in subclause (g) of this definition;
- (i) if the Landlord does not require it to be removed, to steam clean the carpets; and

- (j) to put the ceiling support grid, light fittings and ceiling tiles into good repair and condition.

Outgoings means every cost which the Landlord incurs in respect of the ownership, insurance, management, operation, maintenance, security, use and occupation of the Premises including, but not limited to, the following:

- (a) where the Tenant has failed to insure and provide evidence of insurance under the requirements of clause 6.1, insuring the Premises for its full replacement and reinstatement value;
- (b) where the Tenant has failed to insure and provide evidence of insurance under the requirements of clause 6.1, public liability insurance cover not less than \$20 million in respect of any one occurrence;
- (c) insuring the Premises against any other risks that the Landlord reasonably considers prudent to insure against, subject to the Tenant not already holding a valid policy of insurance for such risks and not having provided a certificate of currency evidencing this;
- (d) cleaning and pest control;
- (e) gardening, landscaping and reticulating, garbage and trade waste disposal;
- (f) caretaking and security expenses reasonably incurred by the Landlord;
- (g) where the Tenant has failed to comply with clause 4.13(a), repairs and maintenance of any Essential Services within the Premises from time to time including fire prevention services by the Landlord under a common fire prevention service contract, fees paid to contractors and costs of parts and materials used in repairs and maintenance and testing of all firefighting equipment and fire alarms in connection with the Premises;
- (h) where the Tenant has failed to comply with clause 5.9(a), all air-conditioning maintenance, repairs and service contract costs in connection with the Premises;
- (i) supplying usage of any and all Services, including the operation, inspection, maintenance of Services and replacement and upgrading of Services to comply with the requirements or orders of any Authority or Laws;
- (j) any other expenditure reasonably and properly incurred by the Landlord in the operation and promotion of the Premises and any improvements and additions,

BUT ALWAYS EXCLUDING

- (k) capital works expenditure or work of a structural nature; or
- (l) a cost which the Law does not permit the Landlord to recover from the Tenant;
- (m) municipal council rates and land tax and Metropolitan Region Improvement Tax;
- (n) any management fees, costs or charges including property inspection fees (including initial property condition report and ongoing inspections);
- (o) the amount of any refund or credit of GST to which the Landlord is entitled;

(p) interest, charges, fines, penalties and damages of any nature imposed on or incurred by the Landlord in connection with a failure by it to pay any of the outgoings by their due date or any other wrongful act or omission, default or negligence by the Landlord;

(q) strata/owners corporation levies including special levies (if any);

(r) costs which are otherwise recoverable from any third party or insurer.

Premises means the premises described in Item 1 and includes where the context permits the fixtures, fittings, furnishings, plant, machinery and equipment (if any) from time to time installed in the Premises and owned by the Landlord.

Related Body Corporate has the same meaning as in the Corporations Act.

Relevant Law Society means the body specified in Item 12.

Relevant State means the jurisdiction specified in Item 13.

Rent means the annual rent specified in or as determined in accordance with Item 7.

Rent Commencement Date means the date specified in Item 5.

Services means the services supplied to the Premises including electricity, gas, water, sewerage, telephone, plumbing and drainage and all associated infrastructure, plant and equipment used to provide such services.

Tenant means the tenant named in this Lease and where the context so permits its successors and assigns.

Tenant's Agents means the Tenant's officers, employees and agents and others for whom the Tenant is vicariously liable and includes the Tenant's contractors, invitees or lawful visitors.

Tenant's fixtures and fittings mean the fixtures and fittings owned by the Tenant and any other fixtures and fittings brought onto the Premises by the Tenant.

Tenant's Installations means all Improvements and goods of all kinds which are in or on the Premises during the Term that are made by, or on behalf of or owned by the Tenant.

Improvements means all improvements, structures, fixtures, fittings, partitions, plant, equipment, machinery on the Premises from time to time whether they were built or installed before or after the Commencement Date of this Lease, including fixtures, fittings, furnishings, cables, conduits and wires (and any fixtures, fittings or property installed by any previous tenant or occupier).

Term means the term specified in Item 3 and includes any extension or renewal of the term and any overholding.

2.2 Interpretation

The following rules apply in interpreting this Lease except where the context makes it clear that the rule is not intended to apply.

(a) Clause headings are for convenience only and will be disregarded in determining the rights and obligations of the parties.

- (b) A reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision.
- (c) A reference to an Item is the Item in the Schedule to this Lease.
- (d) The singular includes the plural and vice versa and a reference to any gender, includes all genders.
- (e) A reference to an individual or person includes a corporation, partnership, joint venture, association, Authority or trust.
- (f) A reference to a recital, clause or annexure is to a recital, clause or annexure of or to this Lease.
- (g) Any reference to \$ is to the lawful currency for the time being of Australia.
- (h) A reference to any agreement or document is to that agreement or document (and, where applicable, any of its provisions) as varied, amended, novated, supplemented or replaced from time to time.
- (i) A reference to any party to this Lease or any other document or arrangement includes that party's successors and permitted assigns.
- (j) Where two or more persons are named as a party to this Lease, the representations, warranties, covenants, obligations and rights given, entered into or conferred (as the case may be), bind them jointly and each of them severally.
- (k) Where a word or phrase is defined, its other grammatical forms have corresponding meanings.
- (l) A reference to **include** or **including** means includes, without limitation, or including, without limitation, respectively.
- (m) **Corporation** has the meaning given to it by the Corporations Act.
- (n) **Month** means calendar month.
- (o) Anything includes each part of it.
- (p) A reference to a professional body, association or institute includes any succeeding body, association or institute serving the same or similar objects.
- (q) If the day on or by which a person must do something under this Lease is not a Business Day, the person must do it on or by the next Business Day.
- (r) No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Lease.
- (s) The obligations of a party whether positive or negative are to be construed as if each obligation is a separate and independent covenant in favour of the other party.
- (t) The covenants and powers implied by law (statutory or otherwise) are modified (where so permitted) as provided in this Lease.

3. PAYMENTS BY TENANT OF RENT, RATES, OUTGOINGS AND OTHER MONEY

3.1 Rent and Outgoings

The Tenant during the Term will on and from the Rent Commencement Date:

- (a) pay the Rent to the Landlord by electronic funds transfer to the Landlord's nominated bank account on the days and in the manner specified in Item 8; and
- (b) pay or reimburse the Landlord, by electronic funds transfer to the Landlord's nominated bank account, within 30 days of being requested to do so, the Tenant's Proportion of Outgoings.

3.2 Other charges

- (a) The Tenant will pay when due all charges for the supply of electricity, gas, water, sewerage and telephone services metered and consumed in or on the Premises made known to it. The Landlord must arrange separate metering of these services to the Premises.
- (b) If a direct supply of electricity, gas or water is not available to the Premises the Tenant must pay the Landlord all electricity, gas and water charges assessed on the Landlord in respect of electricity, gas and water consumed in the Premises but not any amount greater than the amount the Tenant would pay if it was buying the electricity, gas or water directly from a supplier in the market.

3.3 Stamp duty and registration

- (a) The Tenant will pay on demand:
 - (i) all stamp duty assessed at any time on this Lease (if applicable); and
 - (ii) any registration fees in connection with the registration of this Lease (if applicable).
- (b) The Landlord must assist the Tenant to register this Lease (if required by the Tenant to be registered) and pay for the cost of any plans required to register this Lease and the consent of any mortgagee to the lease.

3.4 Costs and expenses

Each party (**First Party**) will pay the other party (**Other Party**) on demand the First Party's reasonable legal costs, charges and expenses of and incidental to:

- (a) any proven breach or default by the Other Party under this Lease; and
- (b) the lawful exercise of any remedy of the First Party under this Lease,

and the reasonable fees of all consultants reasonably incurred by the First Party as a result of or in connection with any proven breach or default by the Other Party under this Lease.

3.5 Lease Costs

Each party will bear their own legal costs, charges and expenses with respect to the preparation, negotiation, execution and finalisation of this Lease together with any renewal of this Lease.

4. USE AND OCCUPANCY OF PREMISES

4.1 Use

The Tenant will not use or allow the use of the Premises by the Tenant's Agents for any purpose other than the purpose or use specified in Item 10 unless the Landlord consents to another use (which consent must not be unreasonably withheld).

4.2 No noxious or illegal activity

The Tenant will not carry on or allow to be carried on the Premises by the Tenant's Agents any noxious or offensive act, trade or business nor use or allow the use of the Premises by the Tenant's Agents for any illegal purpose. The carrying on by the Tenant of the purpose or use specified in Item 10 (or any other use to which the Landlord has consented) shall be deemed not to be a breach of this clause. The Tenant must not do anything to, or on, the Premises which, in the Landlord's reasonable opinion:

- (a) detracts from its appearance or value;
- (b) is dangerous to people or property; or
- (c) overloads any part of the Premises or any of the Services.

4.3 No nuisance

The Tenant will not do or allow to be done on the Premises anything which causes gross annoyance, grievance, disturbance or damage to occupiers or owners of any adjacent premises.

4.4 Signs

The Tenant may erect its usual corporate signs inside the Premises at any time without having to obtain the consent of the Landlord subject to the Tenant obtaining all and complying with all relevant approvals PROVIDED THAT the Tenant must obtain the Landlord's prior written approval (not to be unreasonably withheld or delayed) to any external sign which the Tenant wishes to erect on the Premises.

4.5 Alterations and additions

- (a) Subject to clauses 4.4 and 4.6, the Tenant will not without the Landlord's prior written approval (which will not be unreasonably withheld or delayed) make any alterations or additions in or to the Premises and will in the course of any alterations or additions made with the Landlord's approval observe and comply with all reasonable requirements of the Landlord and all requirements of Authorities.
- (b) If requested to do so by the Tenant, the Landlord must assist the Tenant by signing all documents, applications and consents necessary to obtain the approval of any relevant Authorities to any alterations or additions (including

the erection of signs) which the Tenant wishes to undertake in or to the Premises and which are permitted under this Lease.

4.6 Partitions

The Tenant may (without having to obtain the Landlord's approval) install or alter any partitioning work in the Premises provided that the work does not affect the structure of the Premises (and where the work affects the structure, then the Tenant must obtain the Landlord's approval in accordance with clause 4.5).

4.7 Heavy equipment

The Tenant will not bring onto the Premises any heavy machinery or other plant or equipment not necessary or proper for the Tenant's use of or its conduct of the business conducted from the Premises and in no event will any machinery, plant or equipment be of a nature or size that will cause or be likely to cause any structural damage to any part of the Premises.

4.8 Use of facilities

The Tenant will not use or allow the use of the drainage and plumbing facilities in the Premises by the Tenant's Agents for any purposes other than those for which they were constructed or provided and will not deposit or allow to be deposited in those facilities any rubbish or other material and the Tenant will promptly make good any damage caused by misuse.

4.9 Compliance with law

- (a) Subject to clauses 4.9(b) and 5.2, the Tenant will unless exempted or allowed not to do so by any Authority comply with all Laws relating to the particular use by the Tenant of the Premises and which may be given by any Authority.
- (b) The Tenant will not be liable to discharge the Landlord's obligations as owner under any Laws relating to Essential Services unless any particular obligation is the responsibility of the Tenant as occupier of the Premises, but subject always to the Landlord's obligations under clause 8.

4.10 Licences, permits and registrations

The Tenant will at all times keep in force all licences, permits and registrations required for carrying on any business conducted by the Tenant on the Premises.

4.11 Adequacy of Premises and Services

- (a) The Landlord makes no representation that the Premises are fit for purpose or use specified in Item 10. The Tenant must do everything necessary for the Tenant to use the whole of the Premises lawfully.
- (b) The Tenant acknowledges and declares that in entering into this Lease, the Tenant has not relied on any promise, representation, undertaking or warranty given by or on behalf of the Landlord as to the suitability of the Premises or its facilities, finishes, amenities or Services for any business or undertaking to be carried on or conducted there.

4.12 Tenant's risk

The Tenant occupies and uses the Premises at its own risk. The Landlord is not liable for any damage or loss to any property, or injury to any person, no matter how it happens, except to the extent that the Landlord or someone the Landlord is responsible for intentionally or negligently causes that damage, loss or injury.

4.13 Essential Services Compliance Report

- (a) The Tenant agrees that it will obtain an annual essential safety measures report in relation to the Essential Services evidencing the compliance of the Essential Services and the Tenant will produce such report to the Landlord upon receipt of a request (but no more than once a year).
- (b) Despite any contrary provision contained in this Lease, the Landlord acknowledges and agrees that the Landlord's right to reimbursement of the Essential Services items contained in the definition of Outgoings under item (g) is subject to the Tenant having defaulted in complying with its obligations under clause 4.13(a).

5. MAINTENANCE, CLEANING AND INSPECTION OF PREMISES

5.1 Maintenance and repair

The Tenant must:

- (a) keep the Premises in good repair and condition having regard to the condition of the Premises as at the Commencement Date, fair wear and tear and damage by inherent defects excepted;
- (b) keep the Premises clean and tidy;
- (c) undertake, at its own cost, reasonable pest, weed, gardening and vermin control at the Premises;
- (d) make good any damage caused to the Premises by the Tenant, its employees or others under its control.

5.2 Structural Works

- (a) Subject to clause 5.2(b), nothing in this Lease imposes any obligation on the Tenant to do any work of a structural nature or to make any structural alterations or additions to the Premises whether required by any Authority or for any other reason and the Landlord is responsible for carrying out such work at its own cost.
- (b) The Tenant will be responsible for and must meet the cost of works (including works of a structural nature), alterations or additions which are required because of:
 - (i) damage caused by the wrongful or negligent act or default of the Tenant or anyone the Tenant is responsible for; or
 - (ii) a change in the nature of the conduct of the Tenant's use of the Premises.

- (c) Any dispute as to whether damage is of a 'structural' nature must be resolved by a structural engineer with at least 10 years of practical experience, acting as an expert and appointed by the President for the time being of the API (WA Division) at the request of the Landlord or the Tenant. The engineer's decision will be final and binding on the Landlord and the Tenant. The Landlord and Tenant must pay the engineer's costs in equal shares unless the works have been occasioned by the act or omission of the Tenant or the Tenant's Agents, in which case the costs are payable by the Tenant.

5.3 Detailed Repair and Maintenance Obligations

- (a) The Tenant must:
 - (i) promptly replace all broken or damaged glass including exterior windows with glass of the same or similar quality and all damaged, defective or broken heating, lighting and electrical equipment, including any light bulbs, tubes, starters and power points within the Premises that wear out;
 - (ii) pay the costs of repairing and making good any damage to the Premises or to any parts of it caused by or contributed to by the act or omission of the Tenant or the Tenant's Agents, and the Tenant must indemnify the Landlord against all claims for the damage. Any repairs must be carried out by contractors nominated by the Landlord; and
 - (iii) at the Tenant's expense, keep in good repair and safe condition and regularly maintained and serviced all parts of the Premises that must be kept safe and regularly maintained and serviced under any statute (including but not limited to the Occupational Safety and Health Act Regulations 1996 (WA)).
- (b) The exceptions contained in clause 5.1 (including the exception for fair wear and tear) do not apply to the Tenant's obligations under this clause 5.3.
- (c) Notwithstanding subclauses 5.3(a) and 5.3(b), where the Landlord has the benefit of a warranty in respect of an item of repair which is the responsibility of the Tenant, the Landlord must first enforce that warranty, at its cost, before the Tenant is required to carry out such repair.

5.4 Cleaning of Premises

The Tenant must at its own expense and at all times during the Term:

- (a) keep the Premises properly cleaned and drained and in a sanitary condition to the satisfaction of the Landlord (acting reasonably) and the Health Department or other competent Authority having control of them;
- (b) store all rubbish and refuse in a proper and hygienic manner in the Premises, attend to its proper disposal and observe any reasonable directions given by the Landlord in that regard;
- (c) take all reasonable precautions to keep the Premises free of rodents, vermin, insects, pests, birds and animals; and
- (d) keep the garden areas of the Premises (if any) properly watered, fertilised, in a neat and tidy condition and properly trimmed to the reasonable satisfaction of the Landlord.

5.5 Inspection by Landlord

Subject to clause 17.5 the Landlord and its agents (with or without workmen and equipment, where necessary) may enter the Premises at all reasonable times with at least 24 hours prior written notice (except for an emergency when no notice will be required), without any reduction of Rent or payment of compensation to the Tenant:

- (a) to inspect, install or alter any Services to the Premises;
- (b) to examine the state of repair and condition of the Premises;
- (c) to carry out any repairs or works on the Premises which the Landlord is required to do at Law or which the Landlord may do under this Lease;
- (d) to repair any part of the adjoining property (if any) belonging to the Landlord or any part of the building on it; and
- (e) to install, alter, repair, clean or maintain any Services in connection with or for the accommodation of any adjoining property.

5.6 Inspection by intending tenants or purchasers

Subject to cl. 17.5, the Tenant must allow the Landlord and its employees and agents to:

- (a) enter the Premises and show the Premises to prospective purchasers or tenants; and
- (b) affix and exhibit any 'for sale' or 'for lease' signs in or around the Premises,

at all reasonable times during the Term in respect of a prospective sale but only during the last 3 months before this Lease ends in respect of any re-letting.

5.7 Landlord's repairs

Subject to clauses 8.3 and 17.5, the Tenant will permit the Landlord to carry out necessary repairs or maintenance to the Premises and for this purpose to enter the Premises with the required personnel and all necessary materials.

5.8 Notices of accidents and breakages

The Tenant will give to the Landlord prompt written notice of any material or substantial accident to or breakage defect or lack of repair in any service to or fittings in the Premises of which it is aware and of any other circumstances of which it is aware that is likely to endanger or cause any risk or hazard to the Premises or any person in them.

5.9 Air-conditioning

- (a) The Tenant must ensure the air-conditioning system or plant servicing the Premises is serviced by qualified service personnel in a satisfactory manner in line with applicable legislation during the Term and any Further Term. The Tenant will provide reasonable evidence of its compliance with this requirement and will produce such evidence to the Landlord upon receipt of a request.

- (b) Despite any provision to the contrary contained in this Lease, the Landlord acknowledges and agrees that the Landlord's right to reimbursement of the air-conditioning items contained in the definition of Outgoings under item (h) is subject to the Tenant having defaulted in complying with its obligations under clause 5.9(a).

6. INSURANCE

6.1 Insurances to be effected by Tenant

- (a) The Tenant must, at all times during the Term (and any additional period during which the Tenant occupies or uses the Premises) and at the Tenant's cost, arrange and maintain the insurance policies specified in Item 11 noting the interests of the Landlord and any mortgagee of the Land (if any).
- (b) The Tenant must give the Landlord a certificate of currency within 5 business days of the Landlord's request in relation to insurance which the Tenant is required to arrange and maintain.
- (c) The Tenant will punctually pay all premiums payable for the renewal of insurances referred to in clause 6.1 when due and payable.

6.2 Increase in premiums

If any premium for insurances taken out by the Landlord in respect of the Premises is increased because of the particular use of the Premises by the Tenant, or by reason of any alteration or addition to the Premises by or at the request of the Tenant, then the Tenant must pay to the Landlord on demand any additional amount equivalent to that increase.

6.3 Avoidance of Landlord's policy

If the Tenant does or permits anything to be done which invalidates or voids any insurance policy taken out by or for the benefit of the Landlord, then the Tenant is responsible for any damage or loss which the Landlord consequently suffers or incurs.

6.4 Blanket policy of insurance

The Tenant's obligations to insure under clause 6.1 will be satisfied if the insurances required to be effected are covered by any blanket policy of insurance held by the Tenant.

6.5 Landlord's ability to insure and charge as an outgoing

Despite any provision to the contrary contained in this Lease, the Landlord acknowledges and agrees that the Landlord's right to reimbursement of the insurance items contained in the definition of Outgoings under items (a), (b) and (c) is subject to the Tenant having defaulted in complying with its obligations to hold the insurance policies contained in Item 11 or to provide evidence of holding an insurance policy for an item of additional coverage pursuant to item (c) of the Outgoings.

7. ASSIGNMENT

7.1 Restriction on dealings with Lease

- (a) The Tenant will not during the Term without the Landlord's prior written consent (which will not be unreasonably withheld or delayed) assign, transfer, demise, sublet or part with or share the possession of the Tenant's estate or interest in the Premises.

7.2 Conditions of dealing

If the Tenant desires to assign, transfer or part with possession of its estate or interest in this Lease or grant a sublease, the Landlord will not withhold its consent if the Tenant has:

- (a) requested the Landlord in writing to consent to the relevant dealing;
- (b) proved to the reasonable satisfaction of the Landlord that the proposed assignee or subtenant (as the case may be) is a respectable, responsible, solvent person or corporation of good financial standing;
- (c) executed and at its expense procured the execution by the assignee or subtenant (as the case may be) of an assignment of this Lease or sublease (as applicable) in a form reasonably acceptable to the Landlord (and in the case of an assignment the assignment deed will contain a release from the Landlord in accordance with clause 7.4(b));
- (d) paid all Rent and other money due and payable as provided in this Lease and there is not any existing unremedied breach of the Tenant's covenants, conditions and agreements contained in this Lease (which has not been waived by the Landlord) of which the Tenant has notice;
- (e) in the case of an assignment, the assignee executes an assignment or transfer of this Lease in a document prepared by the Landlord's solicitors;
- (f) in the case of a sublease, the subtenant executes a sub-lease to which the Landlord is a party in a form prepared or approved by the Landlord and its solicitors, which approval will not be unreasonably withheld or delayed having regard to current leasing practices at that time in the Perth Metropolitan Area;
- (g) the Tenant at its expense withdraws any caveat lodged by it against the Land or the Premises; and
- (h) if requested by the Landlord, the Tenant arranges for the proposed assignee or sub-tenant to obtain from a bank or other person acceptable to the Landlord, a guarantee of the obligations under this Lease to be assumed by the proposed assignee or subtenant.

7.3 Costs of assignment

- (a) Subject to clause 7.3(b), the Tenant will pay to the Landlord all reasonable legal costs, incurred by the Landlord in giving of its consent and the obtaining of any other necessary consents to the relevant dealing.
- (b) The Landlord must provide the Tenant with a written estimate of the costs to be paid by the Tenant under clause 7.3(a) before the Landlord incurs such costs.

7.4 Effect of assignment

- (a) The parties acknowledge and agree that the Tenant may assign any and all covenants under this Lease, whether or not such covenants touch and concern the Land.
- (b) Where the Tenant assigns this Lease, the Landlord releases the Tenant in respect of any obligations arising, and Tenant will have no liability for performance on this Lease, on or after the assignment date,

8. LANDLORD'S COVENANTS AND WARRANTIES

8.1 Quiet enjoyment

- (a) The Landlord covenants with the Tenant that the Landlord will ensure that subject to the provisions of this Lease, the Tenant will peaceably hold and enjoy without interruption the Premises for the purposes permitted by this Lease during the Term.

8.2 Maintenance, repairs and replacement

The Landlord covenants with the Tenant that it will at its own expense:

- (a) maintain and keep the Premises in a sound structural condition;

8.3 Landlord's repairs

The Landlord must procure that:

- (a) any repairs, replacements or works to the Premises under this Lease are done reasonably promptly and:
 - (i) in accordance with all Laws, the National Construction Code of Australia, all Australian Standards and the requirements of all relevant Authorities;
 - (ii) in a proper and workmanlike manner; and
 - (iii) using good quality materials and of equivalent standard and quality to any materials replaced when those materials were new; and
- (b) in carrying out any repairs, replacements or other works to the Premises, Services, Essential Services and any areas licensed to the Tenant under this Lease, the Landlord:
 - (i) provides the Tenant with reasonable notice prior to commencing the works and any other details reasonably required by the Tenant;
 - (ii) undertakes the works at reasonable times;
 - (iii) accesses the Premises in the presence of a representative of the Tenant; and
 - (iv) uses reasonable endeavours to minimise disruption and inconvenience to the Tenant's use and occupation of the Premises and the operation of its business from the Premises

8.4 Compliance with law

The Landlord covenants with the Tenant that it will comply with all Laws and all relevant building standards and codes affecting the Premises which are not the specific obligation of the Tenant under this Lease.

8.5 Notices

If the Landlord receives any notices from an Authority (other than an account for services) which may affect the Tenant's use of the Premises the Landlord must give a copy of the notice to the Tenant as soon as practical after it is received by the Landlord.

8.6 Rates and taxes

The Landlord must pay all such rates, taxes, charges, levies, assessments, duties, impositions and fees and other amounts payable in respect of the Premises as are not in this Lease specifically required to be paid directly by the Tenant.

8.7 Health and safety and environment

- (a) The Tenant must not cause any Contamination to the Premises, nor bring (or permit the bringing) onto the Premises any dangerous, harmful or unsafe materials.
- (b) If any materials containing dangerous, harmful or unsafe materials are at any time discovered in the Premises, other than dangerous, harmful or unsafe materials brought onto the Premises by the Tenant, the Landlord must at its own expense promptly and in a safe manner remove those materials.

8.8 Landlord may subdivide or strata title Land

The Landlord may at any time during the Term elect to subdivide, or strata title the Land or the building of which the Premises form part (provided that such strata titling, or subdivision does not substantially and permanently derogate in any way from the grant of this Lease or from the Tenant's rights under this Lease).

8.9 Tenant's caveat

As soon as reasonably practicable (and in any event no longer than two (2) months) after receiving a request from the Landlord to do so, the Tenant must withdraw any caveat lodged by it so as to enable the Landlord to subdivide or strata title the Land or the relevant part of it.

9. DEFAULT

9.1 Default

If any one or more of the following occurs:

- (a) the Rent or any part of the Rent is unpaid for a period of 14 days after any of the days on which it ought to have been paid in accordance with the covenants for its payment contained in this Lease and of which written notice of not less than 14 days has been given to the Tenant;

- (b) the Tenant commits or allows to occur any breach or default in the due and punctual observance and performance of any of the covenants, obligations and provisions of this Lease and:
 - (i) where the breach or default can be remedied, that breach or default is not remedied within 21 days (or such other reasonable period depending on the nature of the breach or default) after service on the Tenant of a notice requiring the Tenant to remedy the breach or default; or
 - (ii) where the breach or default cannot be remedied, the Tenant does not pay compensation for the breach or default within fourteen (14) days after service on the Tenant of a notice requiring the Tenant to pay reasonable compensation;
- (c) the Tenant being a corporation, an official manager, receiver, receiver and manager, liquidator or agent for a mortgagee is appointed to the Tenant or to any or all of its assets or undertakings;
- (d) the Tenant being a natural person, an order is made for sequestration of the Tenant's estate or any part of it or an order is made that the Tenant be bankrupt or an authority is signed under section 188 of the *Bankruptcy Act 1966* (Cth); or
- (e) execution is levied against the Tenant and is not satisfied within thirty (30) days,

then even though the Landlord may not have exercised any of its rights under this clause 9.1 in respect of some previous breach or default of a like nature by the Tenant, the Landlord may (subject to providing any notice required by law) immediately or at any later time re-enter the Premises or any part of them in the name of the whole and repossess and enjoy the Premises as of its former estate and in that event this Lease and the Term will absolutely cease and determine but without prejudice to any action or other remedy which the Landlord or the Tenant has or might otherwise have had for arrears of Rent or breach of covenant or for damages as the result of any such event.

9.2 Remedying a default

- (a) The Landlord may remedy any default by the Tenant within a reasonable period (being not less than 14 days or such other period of time depending on the nature of the default) after service on the Tenant of a notice requiring the Tenant to remedy the default.
- (b) The Tenant must pay all costs and expenses as reasonably and properly incurred by the Landlord:
 - (i) in remedying any default under clause 9.2(a);
 - (ii) arising from any breach of this Lease by the Tenant; and
 - (iii) for the preparation and service of any notice required to be served under the provisions of the Property Law Act 1969,
 immediately on written demand by the Landlord.

10. DESTRUCTION OR DAMAGE TO PREMISES

- (a) If the Premises or normal means of access to the Premises are totally or partially destroyed, the Landlord will promptly apply for and obtain all necessary approvals and diligently carry out all works necessary to reinstate the Premises or the means of access to the Premises to its condition at the date the Tenant took occupation of the Premises.
- (b) The Rent, rates, taxes, outgoings and all other money payable under this Lease (**Occupancy Costs**), or a fair proportion according to the nature and extent of the damage sustained, will abate until the Premises is rendered fit for occupation and for its permitted use by the Tenant.
- (c) Any dispute arising out of this clause will be referred for determination by an expert appointed at the request of either the Landlord or the Tenant by the President of The Institute of Arbitrators & Mediators Australia (Relevant State Chapter), who will act as an expert and not as an arbitrator and whose costs will be borne equally by the Landlord and the Tenant.
- (d) If the Landlord fails to comply with clause 10(a), the Tenant may give the Landlord notice of an intention to terminate this Lease. If:
 - (i) the Landlord does not within 30 days of service of the notice obtain the necessary approvals and commence the reinstatement of the Premises or means of access to the Premises to the required condition; or
 - (ii) the Landlord obtains the necessary approvals and commences reinstatement under clause 10(d)(i) but does not complete the reinstatement within a reasonable period (having regard to the nature and extent of the destruction),then the Tenant may terminate this Lease by notice in writing to the Landlord (in which event this Lease will terminate on the service of the notice), but without prejudice to any antecedent rights of either party prior to the date of termination.
- (e) If the Premises or access to the Premises is totally destroyed so that the Premises is rendered wholly unfit for occupation and use by the Tenant, or so as to effectively prevent the use of the Premises by the Tenant, either party may, within forty five (45) days of the date of destruction or damage, terminate this Lease by giving at least 14 days written notice to the other party, but without prejudice to any antecedent rights of either party prior to the date of termination.
- (f) Despite clauses 10(b), 10(d) and 10(e), the Tenant is not entitled to terminate this Lease, and Occupancy Costs will not abate to the extent that:
 - (i) the damage or destruction is caused or materially contributed to by the Tenant or the Tenant's Agents; and
 - (ii) any material amount of the insurance money otherwise recoverable under an insurance policy in respect of the damage or destruction cannot be recovered because of any breach or negligence of the Tenant or the Tenant's Agents.

11. OVERHOLDING AND ABANDONMENT OF PREMISES

11.1 Overholding

If with the consent of the Landlord the Tenant continues in occupation of the Premises after the expiration or sooner determination of the Term the tenancy will continue as a monthly tenancy only:

- (a) on and under the same covenants and conditions as those contained in this Lease (with any changes necessary to make this Lease appropriate to a monthly tenancy); and
- (b) at a monthly rental equal to a monthly proportion of the Rent payable immediately before the expiration of the Term (together with all other payments as provided in this Lease proportionate to the period of overholding); and
- (c) determinable by 1 month's written notice by either party to the other expiring on any day.

11.2 Mere entry by Landlord not to constitute forfeiture

If the Tenant vacates the Premises during the Term (whether or not the Tenant ceases to pay the Rent or other money payable under this Lease):

- (a) Subject to clause 15.4, acceptance of the keys and/or entry into the Premises by the Landlord or by any person on the Landlord's behalf to inspect or to show the Premises to prospective tenants and/or the advertising of the Premises for reletting will not constitute a re-entry or forfeiture or waiver of the Landlord's right to recover in full all Rent and other money from time to time payable under this Lease; and
- (b) any entry by the Landlord into the Premises in the meantime will be deemed an entry by the leave and licence of the Tenant.

12. INDEMNITIES

12.1 Release of Landlord

The Tenant agrees to occupy use and keep the Premises at the risk of the Tenant and releases to the full extent permitted by law the Landlord from all claims and demands in respect of or resulting from any accident, damage or injury occurring in the Premises, except to the extent caused or contributed to by the Landlord or its employees, agents, contractors or others for whom the Landlord is liable.

12.2 Indemnity by Tenant

The Tenant must indemnify the Landlord from and against all actions, claims, demands, proceedings, judgments, orders, decrees, damages, costs, losses (but excluding any consequential losses) and expenses which the Landlord may suffer or incur or for which the Landlord during the Term may be or becomes liable to the extent resulting from:

- (a) loss, damage or injury from any cause whatever to property or person in or outside the Premises to the extent caused or contributed to by the negligence or default of the Tenant or the Tenant's Agents;

- (b) the negligent use, misuse, waste or abuse by the Tenant or the Tenant's Agents of any Services to the Premises; and
- (c) the overflow leakage or escape of water, gas, electricity or any other substance in or from the Premises directly caused or contributed to by the Tenant or the Tenant's Agents,

except to the extent caused or contributed to by the Landlord or its employees, agents, contractors or others for whom the Landlord is liable (including a failure to procure insurance).

13. RENT REVIEW

Not used.

14. FURTHER TERMS

14.1 Tenant's right to Further Terms

Subject to clause 14.2, the Landlord will renew this Lease for the next of the Further Terms if the Tenant gives the Landlord a written request for renewal (**Option Notice**) not more than 6 months nor less than 1 month before this Lease expires.

14.2 Landlord may refuse renewal

The Landlord may refuse to renew this Lease if the Tenant has not substantially remedied any default under this Lease about which the Landlord has given the Tenant written notice.

14.3 Renewed lease

Following the giving of an Option Notice, the Landlord and the Tenant will promptly execute the renewed lease which will contain the same terms and conditions as this Lease except the renewed lease will:

- (a) commence on the day after this Lease expires;
- (b) be at a Rent the same as the Rent under this Lease;
- (c) provide that the Rent Commencement Date is the Commencement Date of the renewed lease;
- (d) not contain those terms or conditions which have become redundant or which are no longer capable of being applicable to the renewed lease;
- (e) amend Item 6 to remove the Further Term that is the subject of the renewed lease and omit any provision for renewal in the case of the last Further Term; and
- (f) contain any necessary changes to the Schedule.

15. ESSENTIAL TERMS

15.1 Essential covenants by Tenant

The Tenant acknowledges that each of the covenants by the Tenant specified in this clause is an essential and fundamental term of this Lease:

- (a) the covenant to pay the Rent throughout the Term PROVIDED THAT the failure to pay the Rent will be a breach of an essential term only if that failure continues for more than 14 days after the Tenant has received written notice from the Landlord demanding payment of each monthly instalment of the Rent as provided in clause 3.1;
- (b) the covenant dealing with the use of the Premises as set out in clause 4.1;
- (c) the covenant dealing with alterations to the Premises without approval as set out in clause 4.5;
- (d) the covenant dealing with compliance with law as set out in clause 4.9;
- (e) the covenant dealing with maintenance as set out in clause 5.1; and
- (f) the covenants restricting assignment and other dealings with this Lease as set out in clause 7.1.

15.2 No waiver

In respect of the Tenant's obligation to pay Rent, the acceptance by the Landlord of arrears or of any late payment of Rent will not constitute a waiver of the essentiality of the Tenant's obligation to pay Rent.

15.3 Damages

The Tenant will compensate the Landlord in respect of any breach of an essential term of this Lease and the Landlord is entitled to recover damages from the Tenant in respect of those breaches. The Landlord's entitlement under this clause is in addition to any other remedy or entitlement to which the Landlord is entitled (including to terminate this Lease).

15.4 Landlord to mitigate

If the Tenant vacates the Premises, whether with or without the Landlord's consent, the Landlord must make reasonable endeavours to lease the Premises to a replacement Tenant at a reasonable rent and on reasonable conditions. The Landlord and the Tenant must co-operate with each other to enable the Landlord to do so. The Landlord's entitlement to damages will be subject to the Landlord's obligation to do so.

15.5 Excluded legislation

The legislation specified in Item 14 does not apply to this Lease.

15.6 Breach is repudiation

Subject to clause 9, a breach by the Tenant of an Essential Term constitutes a repudiation by the Tenant of this Lease.

15.7 Entitlement to damages not limited

The Landlord's entitlement to recover damages is not affected or limited by any of the following:

- (a) if the Tenant abandons or vacates the Premises;

- (b) if the Landlord elects to re-enter or terminate this Lease;
- (c) if the Landlord accepts the Tenant's repudiation; or
- (d) if the Party's or Parties' conduct constitutes a surrender by operation of law.

16. WHEN THIS LEASE ENDS

16.1 Yielding up

On or before the expiration of this Lease, or, if this Lease is terminated prior to the expiration of the Term, then within 28 days after the date of termination, the Tenant:

- (a) must Make Good and deliver the Premises and the Improvements to the Landlord in the condition required by this Lease (excluding fair wear and tear);
- (b) must remove all of the Tenant's furniture, loose equipment, signs and advertisements affixed by the Tenant to the Premises; and
- (c) unless the Landlord issues an election notice to the Tenant at least 3 months before this Lease ends requiring an Improvement or Improvements to be removed (in part or in full), may not remove any Improvement.

16.2 Ownership of Improvements

In consideration of the Landlord paying the sum of \$1.00 to the Tenant, all Improvements vest in and belong to the Landlord on the date that this Lease ends.

17. GENERAL

17.1 Whole agreement

This Lease contains the whole agreement of the parties and no obligation or liability will arise because of any promise, representation, warranty or undertaking allegedly given or made by either party to the other before the date of this Lease.

17.2 Notices

- (a) Any notice or statement to be given or demand to be made on either party under this Lease:
 - (i) will be effectively signed on behalf of a party if it is executed by that party, any of its officers, its solicitor or its duly constituted attorney; and
 - (ii) may be served by being delivered personally or being left at or posted in a prepaid envelope or wrapper to the address of the other party specified in Item 15 or the registered office or place of business or residence of the other party last known to the sender or by being sent to the other party by facsimile transmission to the facsimile number of the other party specified in Item 15 or last notified to the sender.
- (b) A demand or notice if:
 - (i) posted will be deemed served 2 Business Days after posting; and

- (ii) sent by facsimile transmission will be deemed served on conclusion of transmission PROVIDED THAT the recipient's receipt appears on the sender's copy of the notice or on the activity record print-out of the sender's machine or the activity record print-out of the sender's machine shows a successful transmission of an appropriate size document to the recipient's facsimile machine on the date indicated on the print-out.
- (c) If a notice is served or received on a day that is not a Business Day or after 5.00 pm on a Business Day it will be deemed to be given or served on the next Business Day.

17.3 Waiver

- (a) A right may only be waived in writing, signed by or on behalf of the party giving the waiver.
- (b) A failure by one party to take action in the event of a breach of this Lease by another party (whether express or implied) will not operate as a waiver of another or continuing breach of any other condition of this Lease (whether express or implied) nor prevent that party from later taking action as a result of that breach.

17.4 Reading down and severance of invalid provisions

The provisions of this Lease are to be interpreted so as not to infringe the provisions of any Laws. If any provision of this Lease does infringe any Laws it will be read down to the extent necessary to give it, if possible, a valid operation of a partial nature but if it cannot be so read down it will be deemed to be void and severable. If any provision is held invalid by a court that provision will be disregarded and the rest of this Lease will continue in force.

17.5 Access

Despite any provision to the contrary, whenever the Landlord enters the Premises in accordance with its rights under this Lease, the Landlord must:

- (a) access the Premises at reasonable times and in the presence of a representative of the Tenant;
- (b) provide the Tenant with reasonable notice (except in the case of emergency when no notice will be required); and
- (c) not cause any undue inconvenience to the Tenant nor detrimentally affect the Tenant's use and enjoyment of the Premises or the business conducted by the Tenant from the Premises.

17.6 Mortgagee's consent

The Landlord must, at its cost, procure that any mortgagee of the land upon which the Premises is erected consents to the Landlord entering into, and granting to the Tenant, this Lease on terms and conditions acceptable to the Tenant (acting reasonably). The Landlord will if requested to do so provide to the Tenant a true and complete certified copy of such consent granted by the mortgagee.

17.7 Exercise of rights

- (a) A party may exercise a right, power or remedy at its discretion, and separately or concurrently with another right, power or remedy.
- (b) The rights, powers and remedies provided in this Lease are cumulative with and not exclusive of the rights, powers or remedies provided by law.
- (c) A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that or an exercise of any other right, power or remedy.

17.8 Governing law

This Lease is governed by, and will be construed in accordance with, the Laws from time to time in force in the Relevant State and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of the Relevant State and courts of appeal from them.

17.9 GST

- (a) For the purposes of this clause:

Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (as amended) and *A New Tax System (Goods and Services Tax Transition) Act 1999* (Cth) (as amended) and any related tax impositions Act;

GST means any tax imposed by or through the Act on a taxable supply (without regard to any input tax credit);

taxable supply means a taxable supply under the Act, and

except where the contrary intention appears, expressions used in this clause 17.9 have the meanings given to them in the Act.

- (b) Unless expressly indicated otherwise and subject to clause 17.9(c), all amounts referred to in this Lease are exclusive of GST.
- (c) Subject to clause 17.9(d), if GST is imposed on a taxable supply under this Lease then the amount or other consideration payable for that taxable supply will be increased by an amount equal to the GST imposed on that taxable supply and that amount will be payable at the same time and in the same manner as the consideration for that taxable supply.
- (d) A party is not obliged to pay any amount under clauses 17.9(c) and/or 17.9(e) unless and until it receives a tax invoice.
- (e) If this Lease requires a party to reimburse, indemnify or otherwise pay another party for any expense, loss or outgoing (**reimbursable expense**), the amount required to be paid by the first party will be the amount of the reimbursable expense inclusive of any GST paid when that expense, loss or outgoing was incurred less the amount of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense.
- (f) A party which receives payment of an amount equal to the GST payable for a taxable supply made by it agrees to provide the party which paid such amount with an adjustment note for any adjustment that arises from an adjustment

event relating to the taxable supply within 14 days of becoming aware of that adjustment.

17.10 Retail legislation

If any legislation governing retail tenancies applies to this Lease, this Lease is to be read down or modified appropriately to be subject to and in accordance with the legislation.

17.11 Counterparts

This Lease may be executed in any number of counterparts, each of which is an original and all of which constitute one and the same instrument.

17.12 Sale

If the Landlord sells or transfers its interest in the Land, the Landlord must, at its cost, obtain a covenant by deed from the purchaser or transferee in favour of the Tenant that the purchaser or transferee will comply with and be bound by the provisions of this Lease in a form acceptable to the Tenant (acting reasonably). The deed must be executed and delivered to the Tenant prior to the purchaser or transferee taking title or transfer of the interest.

18. EARLY TERMINATION

(a) In this clause 18,

Termination Notice means a notice given by the Tenant to the Landlord specifying a date on which this Lease is to terminate (which date must not be less than three (3) months' from the date of the notice) and which notice is accompanied by evidence that:

- (i) the Tenant is no longer receiving funding to undertake the services being provided by the Tenant from the Premises; or
- (ii) the Tenant's circumstances are such that the lease of the Premises is no longer a viable cost for the Tenant (such reasons may (without limitation) include loss of private funding or increased program costs); or
- (iii) the location of the Premises and/or the services being delivered from the Premises (in the Tenant's reasonable opinion) no longer align with the Tenant's strategic objectives.

(b) Whilst Mission Australia ACN 000 002 522 is the Tenant, the Tenant may give to the Landlord a Termination Notice, provided the Early Terminating Date is a date no earlier than 1 July 2023.

(c) If the Tenant gives to the Landlord a Termination Notice:

- (i) this Lease will terminate on the date specified on the Termination Notice (**Early Terminating Date**);
- (ii) the Tenant must comply with this Lease as if the Early Terminating Date was the terminating date under this Lease;

- (iii) subject to any rights of either party for any antecedent breach or default, neither party will have any claim against the other in relation to termination of the Lease under this clause 18; and
- (iv) the Landlord and the Tenant must promptly execute a surrender of lease in registrable form and if the surrender of lease is required to be registered, the Landlord must register the surrender of lease at the Tenant's cost.

19. PERMITTED USE

- (a) The Landlord makes no representation that the Premises are fit for the Permitted Use. The Tenant must do everything necessary for the Tenant to use the whole of the Premises lawfully.
- (b) The Tenant acknowledges and declares that in entering into this Lease, the Tenant has not relied on any promise, representation, undertaking or warranty given by or on behalf of the Landlord as to the suitability of the Premises or its facilities, finishes, amenities or Services for any business or undertaking to be carried on or conducted there.

20. GENERAL OBLIGATIONS

- (a) Wherever under this Lease the consent or approval of a party is required, the party must not unreasonably withhold, delay or condition such consent or approval.
- (b) Wherever under this Lease a party may form an opinion or exercise a discretion, the party must act reasonably and in good faith.
- (c) The parties must act reasonably, honestly and co-operatively in all dealings related to this Lease.
- (d) Wherever a party is required to pay a cost or expense to the other, the cost must be reasonable and properly incurred.

EXECUTED AS A DEED

Executed for and on behalf of the **SHIRE OF MEEKATHARRATHA (ABN 12 467 571 602)** by a person acting under the authority of a Local Government in accordance with section 9.49A(4) of the Local Government Act 1995 (WA):

Signature of Chief Executive Officer

Full name of Chief Executive Officer

Executed by **MISSION AUSTRALIA** by its Attorneys _____ and _____ pursuant to Power of Attorney Registered No N209775PA and we declare that we have no notice of the revocation of the said Power of Attorney

Signature of Witness

Full Name of Witness

Address of Witness

Signature of Witness

Full Name of Witness

Address of Witness

Attorney Signature

Full Name of Attorney

Position of Attorney

Attorney Signature

Full Name of Attorney

Position of Attorney

ANNEXURE A

Plan of Premises

Town or District.	Number of Lot or Location.	Field Book.	Scale.	Certificate in which Land is Vested.	Area
MEEKATHARRA	PT LOT 24		1:400	Vol. 518/484 Fol. 24/150	

LIMITED IN DEPTH TO 12.19 METRES

PT 24

31.26

20.12

90°0'

90°0'

629 m²

1884/204

5

HILL STREET

HIGH STREET

25

COMPILED FROM C/Ts 484/150 & 518/24
& LAS DIA 4320.

DIA 78170

MORRIS HEYHOE & RICHARDS
Consulting Surveyors & Planners
8 ANZAC TERRACE GERALDTON

CERTIFICATE I hereby certify that this survey was performed by me personally (or under my own personal supervision, inspection and field check) in strict accordance with the Licensed Surveyors (Guidance of Surveyors) Regulations, 1961. Date COMPILED Licensed Surveyor.		Approved by State Planning Commission 80244 PLANNING AND URBAN DEVELOPMENT 7 JUN 1990 FILE 80244 Date 7-6-90 For Chairman 302 3 2000	
Approved <i>[Signature]</i> Examined <i>[Signature]</i> Date 2/7/90 Inspector of Plans and Surveys	On Plan Diagram Index Plan 5775	Registered 734/890 8-6-90 <i>[Signature]</i>	Diagram No. 78170

A REID DRY DIA 78056
CP 31057/2/89-2m

ORIGINAL
(981)

12. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

13. CONFIDENTIAL ITEMS

Officer Recommendation / Council Resolution:

Moved: Cr MJ Smith

Seconded: Cr BM Day

That the meeting be closed to member of the public to allow Council to discuss items 13.1, 13.2 and 13.3 which concern matters of a confidential nature.



RESOLUTION 2022/23-192

CARRIED 6/0

CONFIDENTIAL ITEM

Deals with a contract entered into, or which may be entered into by the local government. Local Government Act 1995 Section 5.23 (2) (c).

13.1 RFT 2022/23 SWIMMING POOL REPAIRS AND UPGRADE TENDER

Applicant:	Nil	
File Ref:	CM.TE.006	
Disclosure of Interest:	Nil	
Date of Report:	8 March 2023	
Author:	Svenja Clare Community Development & Services Manager	 Signature of Author
Senior Officer:	Kelvin Matthews Chief Executive Officer	 Signature Senior Officer

Officers Recommendation / Council Resolution:

Moved: Cr MJ Smith

Seconded: Cr JC Holden

That Council award tender number 2022/23-3 for Swimming Pool Repairs and Upgrade to Dyson Pools Pty Ltd as tendered.



RESOLUTION 2022/23-194

CARRIED 6/0

CONFIDENTIAL ITEM

Deals with a contract entered into, or which may be entered into by the local government. Local Government Act 1995 Section 5.23 (2) (c).

13.2 MEEKATHARRA AQUATIC CENTRE MANAGEMENT CONTRACT

Applicant:	Nil	
File Ref:	CM.TE.009	
Disclosure of Interest:	Nil	
Date of Report:	8 March 2023	
Author:	Svenja Clare Community Development & Services Manager	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Officer Recommendation / Council Resolution:

Moved: Cr M Anderson
Seconded: Cr MR Hall

That Council approves the inviting of tenders for the provision of Meekatharra's War Memorial Swimming Pool Management Services for a period of three (3) years with a three-year extension option subject to Council approval, with the criteria for deciding the tenders being based on the following:

25% Price
25% Experience
15% Key Personnel Skill & Experience
15% Resources
15% Demonstrated Understanding
5% Sustainability
100% Total



RESOLUTION 2022/23-194

CARRIED 6/0

CONFIDENTIAL ITEM

Deals with a contract entered into, or which may be entered into by the local government. Local Government Act 1995 Section 5.23 (2) (c).

13.3 ASSIGNMENT OF TOWN MAINTENANCE CONTRACT 19/20-03

Applicant:	B & E Trenfield Contractors	
File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	8 March 2023	
Author:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Officer Recommendation / Council Resolution:

Moved: Cr MR Hall
Seconded: Cr BM Day

That Council approves B & E Trenfield Contracting to assign the Town Maintenance Contract to Ashley Blake of Contract Property Services effective the 1st of July 2023 for the duration of the fixed term period of the contract and subject to Contract Property Services providing evidence of its business insurance policies.

RESOLUTION 2022/23-195

CARRIED 6/0

Officer Recommendation / Council Resolution:

Moved: Cr MJ Smith
Seconded: Cr MR Hall

That the meeting be opened to the public.

RESOLUTION 2022/23-196

CARRIED 6/0

14. CLOSURE OF MEETING

The Shire President Cr HJ Nichols declared the meeting closed at 10.48am.

15. CERTIFICATION BY PRESIDENT

I certify these minutes to be those that were confirmed.

Cr HJ Nichols

Date: 22 April 2023