



Ordinary Council Meeting

16 September 2023

AGENDA

NOTICE OF MEETING

Dear Elected Member,

The next Ordinary Meeting of the Shire of Meekatharra will be held on Saturday 16 September 2023 in the Council Chambers, Main Street Meekatharra, commencing at 9:30am.

A handwritten signature in black ink, appearing to read "Kelvin Matthews", with a long horizontal flourish extending to the right.

Kelvin Matthews
Chief Executive Officer
11 September 2023

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1. DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

1.1 DECLARATION OF OPENING

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.

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

Members

Staff

Apologies

Approved Leave of Absence

Cr BM Day

Cr MR Hall

Observers

3. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

4. PUBLIC QUESTION TIME

5. APPLICATION FOR LEAVE OF ABSENCE

Council Recommendation / Resolution:

Moved:

Seconded:

**That Cr _____ be granted Leave of Absence for the 14 October 2023
Ordinary Council Meeting.**

CARRIED / LOST

6. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS

- AVL discussion on proposed Meekatharra – Sandstone Road diversion at mine site.
- AVL discussion on use of Meekatharra Main Roads and Sandstone Road for construction & initial production purposes.

7. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

7.1 ORDINARY COUNCIL MEETING HELD 19 AUGUST 2022

Council Recommendation / Resolution:

Moved:

Seconded:

That the minutes from the Ordinary Council Meeting held Saturday 19 August 2023 be confirmed.

CARRIED / LOST

7.2 HEALTH BUILDING AND TOWN PLANNING MEETING HELD 19 AUGUST 2023

Council Recommendation / Resolution:

Moved:

Seconded:

That the minutes from the Health Building and Town Planning Meeting held 19 August 2023 be received.

CARRIED / LOST

8. ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

9. REPORTS OF COMMITTEES AND OFFICERS

9.1 OFFICERS MONTHLY REPORTS

9.1.1 WORKS & SERVICES MANAGER'S REPORT – AUGUST 2023

Shire Construction Crew

- Roads to Recovery/LRCIP funded works on Landor-Meekatharra Rd between SLK25-33 (first gravel section) in preparation for sealing.
- Queen Rd/Douglas St/Murchison Downs Rd Intersection works have been completed and are awaiting sealing during the week starting 18 September 2023
- Savage St and High St widening works are complete and are awaiting sealing during the week starting 18 September 2023.
- The footpath on Savage St that was removed has been reinstated.
- Road kerbing that was removed for the above works will be reinstated after the seal goes down.
- WSM is investigating hiring trailers to get the construction camp operational until the skeleton trailers being built arrive. The current ETA for the ordered skeleton trailers is end of 2023 and could be longer, depending on shipping times.

Rural Roads Supervisor

- Road Inspections.
- Inspections of flood damaged areas and safety signs put out/taken in
- Sign replacement checks
- Grid replacement and cleanout checks.
- Checking on mine (Meekatharra-Sandstone Rd, Ashburton Downs-Meekatharra Rd, Mt Clere Rd and Landor-Meekatharra Rd) road maintenance works.
- Assist the cemeteries surveyor with work around the Shire.
- Measurements and mark out for Construction Crew job on Landor-Meekatharra Rd.

Maintenance Grading Program

- Contract Grader
 - Bulloo Downs Rd and Wiluna North Rd
- Shire Grader
 - Meekatharra-Sandstone Rd
 - Currently on break (annual leave)
- New maintenance grading plan is currently being developed.

Flood Damage

- Pick ups completed and costing report received. Report has been signed and returned to Greenfield Technical Services for submission to DFES. Have not heard anything back as yet.

Contractor Works

- S.A Hines Contracting
 - Will be quoting on erecting a pedestrian guard rail on hill adjacent to road widening job on High St to prevent falls onto the roadway.
- SafeRoads WA have been engaged to complete pot hole repairs around town, Landor-Meekatharra Rd and Ashburton Downs-Meekatharra Rd.

Budget and Progress Update

- Budget was adopted at August 2023 Council Meeting.
- Currently preparing Request for Quotation's for new plant and machinery.

Town Crew Maintenance-for the Monthly Report

- Rubbish pickups.
- General town maintenance.
- Tip push ups.
- Sweeping around town area.
- Weed spraying in laneways and around town.
- Rubbish pickups around town.
- Assisting with Shire Office maintenance and projects.

Plant, Vehicles and Machinery – Maintenance and Repairs

- P484 CAT Grader – Repairs to gear shifting problem.
- P605 Ford SUV – Routine service.
- P360 CAT Loader – Machine safety inspection.
- P464 CAT Skid Steer – Refit hydraulic lines and fittings for auger attachment.
- P529 Mazda Ute – Routine service.
- P530 Mazda Ute – Routine service.
- P426 Mazda Ute – Routine service and transmission service.
- P520 Toyota Ute – Front wheel hub seal and bearing replacement.

Staff Movement

- John Connolly has commenced work as Road Crew Leading Hand/Grader Operator and will work with Adrian Baumgarten on hand over until September 2023 when Adrian departs.

Project & Maintenance Officers Update

Staff Housing General

- 39 Main street renovation complete.
- Pool BBQ installed and complete.
- 109/1 Hill street footpath to garage has commenced.
- Lloyds Plaza art screens, seating/bike racks installed and complete.

Electrical.

- 107 Hill street electrical works complete.
- Pool BBQ electrical component complete.
- 81 Darlot street light switch replacement and GPO not working and replacement.
- Hand dryers installed in Lloyds Plaza toilets.
- 109 Hill street exhaust fan above kitchen faulty and has been replaced.
- 39 Main street new electrical connection to new laundry complete.

Works Requests

- Install basketball hoops to sports complex complete.
- 107 Hill street veranda post inspection foundation inspection by Brendan Hall Carpentry found to be safe and added to 24/25 financial year budget.
- Re-position road signage from corner of Main and High street.

Plumbing

- 39 Main street new connection to water and waste services for new laundry complete.

Officers Recommendation / Council Resolution:**Moved:****Seconded:****That the Works and Services Manager's report for August 2023 be received.****CARRIED / LOST**

9.1.2 YOUTH AND RECREATION SERVICES REPORT – AUGUST 2023

Activity	Girls		Boys		Activity Total	No. of Sessions	Average Attendance
	6-12	12-18	6-12	12-18			
Drop in at the YC	22	8	30	16	76	4	19
Movie Night	20	9	13	12	54	3	18
Arts & Craft	18	8	7	5	38	2	19
Football Training/SMF	22	13	39	22	96	4	24
13+ Basketball/ Training		14		20	34	3	11
Music	15	6	18	9	48	3	16
Indoor Sports	12	10	20	18	60	3	20

July is always an exciting month for the entire community with NAIDOC week kicking off August like always was a good month for our Youth Services team, we have been continuing our good work with our youth. We played the last round of the Marlu football league this month with the Meeka kids having a good showing but falling short in the final. But as always, our youth showed excellent sportsmanship and took our only loss for the season well.

We've started to ramp up the intensity of our football training in the last month as we have a team of young men going down to Geraldton to compete in the Jambinu carnival, formerly known as the Nicky Winmar cup. Meeka will team up with Wiluna, Cue and Mount Magnet to form a Murchison team to take on teams from Geraldton, Perth, Northampton, Mullewa and Shark Bay just to name a few.

Overall this month has been a quiet one as we look forward to a big September as we have a few events planned at the Youth Centre as well as our always fun Outback Festival. We also have a new Youth Sport & Recreation Officer in Kealy, who has been amazing with our kids and it's so great to have a full team again.

Officers Recommendation / Council Resolution:

Moved:

Seconded:

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

CARRIED / LOST

9.1.3 AIRPORT MANAGER'S REPORT – JULY 2023

Aircraft Movements and Statistics

Aircraft movements for General Aviation, Charter & RPT operations continue to be considerably lower than the same period of 2022. There continues to be a sharp decrease in the number of small mining charter flights calling into Meekatharra for fuel compared to previous years. In addition, the number of General Aviation including tourist flights from the Eastern states compared to previous years is much lower for this time of year. Total JetA1 & Avgas sales for August 2023 were considerably lower than the same period for 2022 which is in line with the decrease in total aircraft stopping in Meekatharra for the same period.

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

	August 2022	August 2023	Variance
General Aircraft Landed	150	81	-46%
RFDS Landed	73	67	-8%
Avgas	16,703	12,412	-26%
Jet A1	55,560	21,411	-61%
Total Fuel Sold	72,263	33,823	-53%

	YTD 2021	YTD 2022	Variance
General Aircraft Landed	875	751	-14%
RFDS Landed	475	495	+4%
Avgas	87,589	65,624	-25%
Jet A1	313,307	251,100	-20%
Total Fuel Sold	400,896	316,724	-21%

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.
- Replacement and recalibration of Precision Approach Pathway Indicator (PAPI) lenses due to deterioration of lenses with age on Runway 27.

Aerodrome Maintenance Requiring Completion:

- Runway surface & Runway End Stopping Area (RESA) Bitumen fog spray, expected to be completed late 2023 (Oct to Dec)
- Gravel Runway re-sheeting surface.

Aerodrome Security:

Nil

Safety Management System:

Nil

Budget items completed:

Nil

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.

Planning is ongoing aerodrome pavement works consisting of a Geotechnical Survey & Pavement Reseal to commence September/October 2023 to February/March 2024.

Mike Cuthbertson

Airport Manager

01/09/2023

Officers Recommendation / Council Resolution:

Moved:

Seconded:

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

CARRIED / LOST

9.1.4 RANGERS REPORT – JULY 2023

Prepared by P Smith, Canine Control
Date September 2023

7 – 9 August 2023

Complaints Received:

No complaints have been received.

Animals Trapped:

Trapping cages were set at various locations around town including the industrial area and several unoccupied houses. Cages were monitored during the evening. Two feral cats were caught.

Animals Destroyed:

Two feral cats were destroyed.

Further Patrols:

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

23 – 24 August 2023

Complaints Received:

No complaints have been received.

Animals Trapped:

Trapping cages were set at various locations around town including the industrial area and behind the town hall and shire office and monitored during the evenings. One feral cat was caught.

Animals Destroyed:

One feral cat was destroyed. One wild dog was destroyed.

Further Patrols:

Patrols were conducted of Peace Gorge, Town Oval, Rubbish Tip, Railway Dam, recreational facilities and surrounding areas. Patrols were also conducted at the Hot Rod track, airport, cemetery, and racetrack, around the school, school oval and around town. Patrols and security checks were conducted around town at various times. One wild dog was sighted at the rubbish tip.

Officers Recommendation / Council Resolution:

Moved:

Seconded:

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

CARRIED / LOST

9.1.5 STATUS REPORTS

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	Contamination report received. EHO has assessed the report. DWER to assess report and update contamination listing of property.	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
18.09.21	9.4.1	Extension to Boundaries of Reserve 45111	CDSM	Met with Westgold 14/07/23 to discuss objection to extension and potential solutions	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
19/11/22	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 have assessed documents and submitted proposed modifications 17/07/23. CDSM will meet with Consultant to make and discuss changes.	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
21/01/23	9.4.1	Childcare Investigation Proposal	CDSM	Supplying CELA with required information Report was endorsed at August 2023 OCM	Complete
18/03/23	13.1	RFT 2022/23 Swimming Pool Repairs and Upgrade Tender	CDSM	Advised tenderers 22/03/2023 Works in progress on schedule.	In Progress
22/04/23	9.3.3	RFT 2022/23-7 Staff Housing Tender	CEO	Readvertised closing 29/8/23	In Progress
22/04/23	11.1	RFT 2022/23-5 Meekatharra Aquatic Centre Management Contract	CDSM	Advised tenderer of outcome Contract to be executed	In Progress
20/05/23	9.3.4	Meekatharra Airport Tender – Reseal Runway, Taxiway and Aprons	CEO	RFT advertised closing 29/9/23	In progress
20/05/23	11.1	Hastings Technology Metals Ltd – Use of the Landor Meekatharra Road Network	CEO	Road user agreement being developed – draft agreement sent and no response from Hastings Technology received to date	Delete
05/07/2023	9.1	2023/2024 – Setting of the Annual Rate in the Dollar	DCEO	Adopted Council Meeting 19/8/23	Complete
19/08/2023	9.2.4	Review of Policy Allowance Amounts	DCEO	Adopted Council Meeting 19/8/23	Complete
19/08/23	9.2.5	Adoption of the 2023/24 Annual Budget	DCEO	Adopted Council Meeting 19/8/23	Complete

19/8/23	9.3.1	Applications for Mining Tenement, Exploration, Prospecting and Miscellaneous Licences – Various	CEO	Letters sent	Complete
19/8/23	9.3.2	Review of Shire of Meekatharra 2019 Policy Manual	CEO	Adopted Council meeting 19/8/23	Complete
19/8/23	9.3.3	Local Roads and Community Infrastructure Program Phase 4 – Distribution of Funding Allocation	CEO	Written advice sent to Department along with Works Schedule – awaiting Department confirmation	In Progress
19/8/23	9.3.4	Electoral Boundary Review – Legislative Assembly Seat of North West Central	CEO	Submission made to WAEC	Complete
19/8/23	9.3.5	Health Local Law 2022 Undertaking	CEO	Council resolution sent to JSCDL	In progress
19/8/23	9.4.1	Childcare Investigation Proposal	CDSM	CEO will table report at next MEG meeting for regional consideration.	In Progress
19/8/23	9.4.2	Donation to the Wheatbelt Christian Fellowship	CDSM	Advised applicant via email 22/08/23	Complete
19/8/23	13.1	Meekatharra Airport Tender – Project Management	CEO	Written confirmation to GHD sent	Complete

Officers Recommendation / Council Resolution:

Moved:

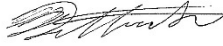

Seconded:

That the Status Report be received.

CARRIED / LOST

9.2 FINANCE

9.2.1 MONTHLY FINANCIAL REPORT PERIOD ENDED JULY 2023

File Ref:		
Date of Report:	11 September 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:

Seconded:

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

CARRIED / LOST

SHIRE OF MEEKATHARRA

MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and
statement of financial position)

For the period ended 31 July 2023

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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**SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 JULY 2023**

	31 July 2023	30 June 2022
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	31,388,313	32,164,508
Trade and other receivables	1,339,161	1,647,176
Inventories	277,754	299,525
TOTAL CURRENT ASSETS	33,005,228	34,111,209
NON-CURRENT ASSETS		
Other financial assets	61,117	61,117
Property, plant and equipment	26,990,606	26,983,793
Infrastructure	104,558,402	104,253,388
TOTAL NON-CURRENT ASSETS	131,610,125	131,298,298
TOTAL ASSETS	164,615,353	165,409,507
CURRENT LIABILITIES		
Trade and other payables	293,103	753,558
Employee related provisions	375,206	375,206
TOTAL CURRENT LIABILITIES	668,309	1,128,764
NON-CURRENT LIABILITIES		
Employee related provisions	30,921	30,921
TOTAL NON-CURRENT LIABILITIES	30,921	30,921
TOTAL LIABILITIES	699,230	1,159,685
NET ASSETS	163,916,123	164,249,822
EQUITY		
Retained surplus	72,092,304	72,426,003
Reserve accounts	21,217,713	21,217,713
Revaluation surplus	70,606,106	70,606,106
TOTAL EQUITY	163,916,123	164,249,822

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 JULY 2023

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

Judgements and estimates

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

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

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

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

SIGNIFICANT ACCOUNTING POLICES

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 10 September 2023

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2023

	Supplementary Information	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.	Explanation of Material Variance
OPERATING ACTIVITIES								
Revenue from operating activities								
General rates		6,019,927	7,334	0	(7,334)	(100.00%)		
Grants, subsidies and contributions	11	15,618,346	24,577	22,913	(1,664)	(6.77%)		
Fees and charges		1,223,697	91,575	141,736	50,161	54.78%	▲	Airport landing fees (incl Head Tax) are higher than YTD budget. This may even out during the year.
Interest revenue		272,000	22,665	24,725	2,060	9.09%		
Other revenue		315,632	26,288	17,505	(8,783)	(33.41%)		
Profit on asset disposals	6	24,017	0	0	0	0.00%		
		23,473,619	172,439	206,879	34,440	19.97%		
Expenditure from operating activities								
Employee costs		(3,742,210)	(229,042)	(198,677)	30,365	13.26%	▲	Employee costs are lower than YTD budget, this may even out during the year.
Materials and contracts		(20,847,592)	(261,036)	(213,412)	47,624	18.24%	▲	Administration and Other overheads are lower than YTD budget. Overhead budgets are spread evenly over the year and at this stage costs are higher than recoveries. Staff will monitor during the year.
Utility charges		(321,750)	(26,797)	(29,628)	(2,831)	(10.56%)		
Depreciation		(6,593,116)	(549,415)	0	549,415	100.00%	▲	Depreciation for July has not been posted pending finalisation of FY23 Asset reconciliation.
Insurance		(269,379)	(134,690)	(152,586)	(17,896)	(13.29%)	▼	Insurance Expenses are higher than YTD budget. Once final Insurance payments have been made, staff will review budgets and postings and action as required.
Other expenditure		(293,343)	(11,523)	(6,276)	5,247	45.54%		
Loss on asset disposals	6	(19,875)	0	0	0	0.00%		
		(32,087,265)	(1,212,503)	(600,579)	611,924	50.47%		
Non-cash amounts excluded from operating activities	Note 2(b)	6,588,974	549,415	0	(549,415)	(100.00%)	▼	Depreciation for July has not been posted pending finalisation of FY23 Asset reconciliation.
Amount attributable to operating activities		(2,024,672)	(490,649)	(393,700)	96,949	19.76%		

**SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2023**

CONTINUED

INVESTING ACTIVITIES

Inflows from investing activities

Proceeds from capital grants, subsidies and contributions

12

3,147,453

60,000

60,000

0

0.00%

Proceeds from disposal of assets

6

376,125

0

0

0

0.00%

3,523,578

60,000

60,000

0

0.00%

Outflows from investing activities

Payments for property, plant and equipment

5

(3,166,992)

(263,896)

(6,813)

257,083

97.42%

Payments for construction of infrastructure

5

(10,283,512)

(856,932)

(305,015)

551,917

64.41%

(13,450,504)

(1,120,828)

(311,828)

809,000

72.18%

Amount attributable to investing activities

(9,926,926)

(1,060,828)

(251,828)

809,000

76.26%

FINANCING ACTIVITIES

Inflows from financing activities

Transfer from reserves

4

1,016,480

0

0

0

0.00%

1,016,480

0

0

0

0.00%

Outflows from financing activities

Transfer to reserves

4

(1,185,874)

0

0

0

0.00%

(1,185,874)

0

0

0

0.00%

Amount attributable to financing activities

(169,394)

0

0

0

0.00%

MOVEMENT IN SURPLUS OR DEFICIT

Surplus or deficit at the start of the financial year

12,120,992

12,120,992

12,139,938

18,946

0.16%

Amount attributable to operating activities

(2,024,672)

(490,649)

(393,700)

96,949

19.76%

Amount attributable to investing activities

(9,926,926)

(1,060,828)

(251,828)

809,000

76.26%

Amount attributable to financing activities

(169,394)

0

0

0

0.00%

Surplus or deficit after imposition of general rates

0

10,569,515

11,494,410

924,895

8.75%

KEY INFORMATION

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

▲▼ Better than budget (Income is higher, Expenditure is lower)/Worse than budget (Income is lower, expenditure is higher)

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

Supplementary Information	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.	Explanation of Material Variance
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	3,147,453	60,000	60,000	0	0.00%		
Proceeds from disposal of assets	376,125	0	0	0	0.00%		
	3,523,578	60,000	60,000	0	0.00%		
Outflows from investing activities							
Payments for property, plant and equipment	(3,166,992)	(263,896)	(6,813)	257,083	97.42%	▲	Refer to Note 4 for detail. Staff will realign Budgets with programmed works asap.
Payments for construction of infrastructure	(10,283,512)	(856,932)	(305,015)	551,917	64.41%	▲	Refer to Note 4 for detail. Staff will realign Budgets with programmed works asap.
	(13,450,504)	(1,120,828)	(311,828)	809,000	72.18%		
Amount attributable to investing activities	(9,926,926)	(1,060,828)	(251,828)	809,000	76.26%		
FINANCING ACTIVITIES							
Inflows from financing activities							
Transfer from reserves	1,016,480	0	0	0	0.00%		
	1,016,480	0	0	0	0.00%		
Outflows from financing activities							
Transfer to reserves	(1,185,874)	0	0	0	0.00%		
	(1,185,874)	0	0	0	0.00%		
Amount attributable to financing activities	(169,394)	0	0	0	0.00%		
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year	12,120,992	12,120,992	12,139,938	18,946	0.16%		
Amount attributable to operating activities	(2,024,672)	(490,649)	(393,700)	96,949	19.76%		
Amount attributable to investing activities	(9,926,926)	(1,060,828)	(251,828)	809,000	76.26%		
Amount attributable to financing activities	(169,394)	0	0	0	0.00%		
Surplus or deficit after imposition of general rates	0	10,569,515	11,494,410	924,895	8.75%		

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JULY 2023

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

	Supplement: Information	Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 31 July 2023
(a) Net current assets used in the Statement of Financial Activity				
Current assets		\$	\$	\$
Cash and cash equivalents	3	32,194,272	32,164,508	31,388,311
Trade and other receivables		1,894,424	1,647,176	1,339,161
Inventories	8	299,525	299,525	277,754
		34,388,221	34,111,209	33,005,226
Less: current liabilities				
Trade and other payables	9	(1,049,516)	(753,558)	(293,103)
Employee related provisions	10	(338,524)	(375,206)	(375,206)
		(1,388,040)	(1,128,764)	(668,309)
Net current assets		33,000,181	32,982,445	32,336,917
Less: Total adjustments to net current assets	Note 2(c)	(20,879,189)	(20,842,507)	(20,842,507)
Closing funding surplus / (deficit)		12,120,992	12,139,938	11,494,410

(b) Non-cash amounts excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

Non-cash amounts excluded from operating activities		Adopted Budget	YTD Budget (a)	YTD Actual (b)
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	6	(24,017)	0	0
Add: Loss on asset disposals	6	19,875	0	0
Add: Depreciation		6,593,116	549,415	0
Total non-cash amounts excluded from operating activities		6,588,974	549,415	0

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

		Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 31 July 2023
		\$	\$	\$
Adjustments to net current assets				
Less: Reserve accounts	4	(21,217,713)	(21,217,713)	(21,217,713)
Add: Current liabilities not expected to be cleared at the end of the year:				
- Current portion of employee benefit provisions	4	338,524	375,206	375,206
Total adjustments to net current assets	Note 2(a)	(20,879,189)	(20,842,507)	(20,842,507)

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

SHIRE OF MEEKATHARRA

SUPPLEMENTARY INFORMATION

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SHIRE OF MEEKATHARRA
STATEMENT OF COMPREHENSIVE INCOME BY PROGRAM
FOR THE PERIOD ENDED 31 JULY 2023

	Ref Note	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$
OPERATING ACTIVITIES				
Income excluding grants, subsidies and contributions				
Governance		80	6	0
General purpose funding - other		6,306,227	31,189	29,384
Law, order and public safety	11	2,950	244	0
Health		1,120	93	182
Education and welfare		30,473	2,535	4,255
Housing		20,000	1,666	3,703
Community amenities		155,259	3,670	0
Recreation and culture	6	141,727	10,680	2,409
Transport		1,095,037	89,249	143,235
Economic services		46,400	3,865	392
Other property and services		56,000	4,665	407
		7,855,273	147,862	183,967
Grants, subsidies and contributions				
Governance		0	0	0
General purpose funding - other		0	0	0
Law, order and public safety		15,000	666	0
Health		0	0	0
Education and welfare		130,946	23,911	22,913
Housing		0	0	0
Community amenities		0	0	0
Recreation and culture		215,500	0	0
Transport		18,404,353	60,000	60,000
Economic services		0	0	0
Other property and services		0	0	0
		18,765,799	84,577	82,913
Expenditure from operating activities (including depreciation)				
Governance		(929,217)	(100,886)	(66,617)
General purpose funding		(361,106)	(20,088)	(9,544)
Law, order and public safety		(210,382)	(22,731)	(14,139)
Health		(204,648)	(12,884)	(6,032)
Education and welfare		(1,093,496)	(94,687)	(46,983)
Housing		(78,918)	(34,777)	(5,968)
Community amenities		(871,889)	(68,781)	(35,442)
Recreation and culture		(1,977,869)	(177,823)	(77,031)
Transport		(25,000,330)	(595,508)	(258,307)
Economic services	6	(717,078)	(50,188)	(18,714)
Other property and services		(642,332)	(34,150)	(61,803)
		(32,087,265)	(1,212,503)	(600,580)
Net Operating Result		(5,466,193)	(980,064)	(333,700)

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

3 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Cash	Institution	Interest Rate	Maturity Date
		\$	\$	\$			
Cash on hand							
Municipal Bank Account	Cash and cash equivalents	1,230,193	0	1,230,193	Westpac		At Call
Air BP	Cash and cash equivalents	40,898	0	40,898	Westpac		At Call
Maxi Account	Cash and cash equivalents	9,032,717	0	9,032,717	Westpac		At Call
Term Deposits							
698577	Cash and cash equivalents	0	21,217,713	21,217,713			On Call
Total		10,303,808	21,217,713	31,521,521			

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

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

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

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

4 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Budget Interest Earned	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council										
Leave reserve	408,886	3,855	0	0	412,741	408,886	0	0	0	408,886
Plant reserve	847,059	7,984	0	0	855,043	847,059	0	0	0	847,059
Building Reserve	1,642,847	15,486	460,874	(336,480)	1,782,727	1,642,847	0	0	0	1,642,847
Shire Water Reserve	331,341	3,123	0	0	334,464	331,341	0	0	0	331,341
Airport Runway Reserve	3,373,617	31,800	0	(530,000)	2,875,417	3,373,617	0	0	0	3,373,617
Airport Reserve	979,085	9,229	0	0	988,314	979,085	0	0	0	979,085
Transport Reserve	62,857	592	0	0	63,449	62,857	0	0	0	62,857
Infrastructure & Development Reserve	1,044,791	9,848	0	0	1,054,639	1,044,791	0	0	0	1,044,791
Covid-19 Emergency Response/Cashflow Supplement	219,766	2,072	0	0	221,838	219,766	0	0	0	219,766
Reseals & Rejuvenation Reserve	5,930,425	55,901	300,000	0	6,286,326	5,930,425	0	0	0	5,930,425
Interpretive Centre Reserve	1,942,192	18,307		0	1,960,499	1,942,192	0	0	0	1,942,192
Roads -Second / Final Seals Reserve	1,791,765	16,889	150,000	0	1,958,654	1,791,765	0	0	0	1,791,765
Lloyd'S Revitalisation Reserve	1,614,053	15,214	0	0	1,629,267	1,614,053	0	0	0	1,614,053
Industrial Park Reserve	872,744	8,227	0	0	880,971	872,744	0	0	0	872,744
Swimming Pool Reserve	156,285	1,473	75,000	(150,000)	82,758	156,285	0	0	0	156,285
	21,217,713	200,000	985,874	(1,016,480)	21,387,107	21,217,713	0	0	0	21,217,713

5 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings - non-specialised	1,533,977	127,819	(11,139)	(138,958)
Furniture and equipment	87,225	7,266	140	(7,126)
Plant and equipment	1,545,790	128,811	17,812	(110,999)
Acquisition of property, plant and equipment	3,166,992	263,896	6,813	(257,083)
Infrastructure - roads	7,894,677	657,873	212,205	(445,668)
Infrastructure - footpaths	200,000	16,666	0	(16,666)
Infrastructure - Airport	1,208,000	100,664	0	0
Infrastructure - Other	980,835	81,729	92,809	92,809
Acquisition of infrastructure	10,283,512	856,932	305,015	(883,690)
Total capital acquisitions	13,450,504	1,120,828	311,828	(1,140,772)
Capital Acquisitions Funded By:				
Capital grants and contributions	3,147,453	60,000	60,000	0
Other (disposals & C/Fwd)	376,125	0	0	0
Reserve accounts				
Building Reserve	336,480	336,480	0	(336,480)
Airport Runway Reserve	530,000	530,000	0	(530,000)
Swimming Pool Reserve	150,000	150,000	0	(150,000)
Contribution - operations	8,910,446	44,348	251,828	207,480
Capital funding total	13,450,504	1,120,828	311,828	(809,000)

SIGNIFICANT ACCOUNTING POLICIES

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

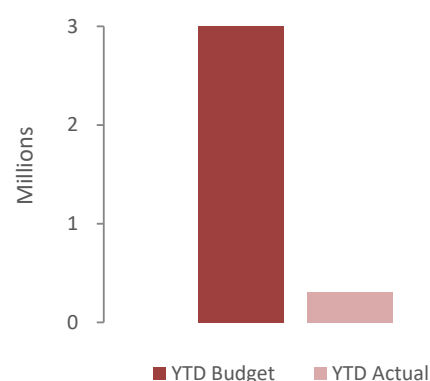
Initial recognition and measurement for assets held at cost

Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost are depreciated and assessed for impairment annually.

Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Payments for Capital Acquisitions



**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS - DETAILED

GL Account	Job Number	Job/Account Description	Original Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
Buildings - non-specialised							
1328	AC13	Admin Building Capital - Planning And Stage 1 Of Office Reconfiguration	140,000	11,666	-	11,666	
		Admin Building Capital - Roofing Sheets And Flashing And Relocate Split System					
1328	AC9	Units	195,232	16,269	(15,540)	31,809	
3437	YCC11	Yc - Split System Airconditioner In Tv Room	25,000	2,083	-	2,083	
2704	0921	Lot 303 Capital Improvements	15,740	1,311	-	1,311	
2704	0922	Lot 206 Capital Improvements	3,296	274	-	274	
2704	0923	Lot 220 Capital Improvements	10,570	880	-	880	
2704	0927	Lot 408 Hill St - Capital Improvements	13,160	1,096	-	1,096	
2704	0929	Lot 208 Capital Improvements	15,360	1,280	-	1,280	
2704	0933	Lot 207 Hill St - Capital Improvements	12,419	1,034	-	1,034	
2704	0935	1/16 Regan St - Capital Improvements	14,120	1,176	-	1,176	
2704	0936	2/16 Regan St - Capital Improvements	14,120	1,176	-	1,176	
2704	0937	3/16 Regan St - Capital Improvements	14,120	1,176	-	1,176	
2704	0938	4/16 Regan St - Capital Improvements	14,120	1,176	-	1,176	
2704	0980	Lot 927 Mccleary St - Capital Improvements	17,510	1,459	-	1,459	
2704	0981	Lot 294 Hill St - Capital Improvements	26,940	2,245	-	2,245	
2704	0984	28 Connaughton Street - Capital Improvements	44,270	3,689	4,258	(569)	
2715		New Staff Housing	435,000	36,250	-	36,250	
3544	HC14	Hall - Replace Male Urinal With 2 Individual Waterless Urinals	9,675	806	-	806	
3666		Pool - Buildings	3,000	250	-	250	
3997	SR22	Osr - Picture Gardens - Upgrade Toilets	97,234	8,102	-	8,102	
3997	SR23	Upgrade Main Building , Inc Air Con, Hws, Lighting And Circuit Board	10,266	855	-	855	
4036		Indoor Cricket Centre	107,500	8,958	-	8,958	
4171		Masonic Lodge - Capital	11,825	985	-	985	
5044	DC15	Depot Capital - Relace Front Doors On Town Gardeners Shed	100,000	8,333	-	8,333	
5344		Airport - Paint Store Building	3,500	291	-	291	
9651	EC05	Red Sandbox - Replace Shade Structure	10,000	833	-	833	
9681		Community Resource Centre - Building	170,000	14,166	143	14,023	
TOTAL Buildings			1,533,977	127,819	(11,139)	138,958	

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS - DETAILED

Furniture and equipment						
0254		Council Chambers - Furniture And Equipment	43,750	3,645	-	3,645
1244		Computer Equipment	3,000	250	-	250
1324		Admin Office Equipment	-	-	140	(140)
2438	KZC09	Kz - Outdoor Setting For Under Verandah	1,500	125	-	125
2454		C.D.O. Furniture And Equipment	10,750	895	-	895
3534	HC06	Hall - Audio-Visual Equipment	25,000	2,083	-	2,083
3803	SR11	Osr - Picture Gardens - Artificial Turf	3,225	268	-	268
TOTAL Furniture and Equipment			87,225	7,266	140	7,126
Plant and equipment						
1224		Ceo Vehicle	-	-	-	-
1331		Cdsm Vehicle	55,000	4,583	-	4,583
5014		Misc Plant (Small Equipment > \$5000 Ex Gst)	10,000	833	-	833
5034		Caravans & Equipment	299,697	24,974	17,692	7,282
5064		Down Hole Bore Pumps And Trailers	120,800	10,066	120	9,946
5084		Various Utilities	296,969	24,747	-	24,747
5094		Sweeper	365,000	30,416	-	30,416
5124		Truck	2,000	166	-	166
5154		Engines & Pumps (> \$5,000 Otherwise Use Gl4810)	50,000	4,166	-	4,166
5264		Trailer	346,324	28,860	-	28,860
TOTAL Plant and Equipment			1,545,790	128,811	17,812	110,999
Infrastructure - roads						
4200		Road Construction Various	7,394,677	616,207	212,205	404,002
4530		Reseal Town Sts	500,000	41,666	-	41,666
TOTAL Road Construction			7,894,677	657,873	212,205	445,668
Infrastructure - footpaths						
5046		Footpaths - New And Renewal	200,000	16,666	-	16,666
TOTAL Footpath Construction			200,000	16,666	-	16,666

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS - DETAILED

Infrastructure - Airport						
5104	1210	Runway Construction	1,100,000	91,664	-	91,664
5104	1218	Fog Seal & Crack Sealing	30,000	2,500	-	2,500
5104	1220	Aerodrome - Line Marking	78,000	6,500	-	6,500
TOTAL Airport Construction			1,208,000	100,664	-	100,664
Infrastructure - Other						
2436	YCC07	Yc - Water Fountain (Of Toilet Block)	5,000	416	-	416
2436	YCC10	Yc - Racks For Sporting Equipment	2,000	166	-	166
2440	KZC07	Kz - Paving Of Courtyard (Approx 15X 6M)	27,000	2,250	-	2,250
2440	KZC08	Kz - Reticulation And Reseeding Of Lawn	5,000	416	-	416
2440	KZC10	Kz - Shade Over Playground	40,000	3,333	-	3,333
2824		Refuse Site - Capital Upgrade And Expansion	56,438	4,703	-	4,703
3274		Cemetery - Other Infrastructure	69,139	5,761	-	5,761
3286		Town Drinking Fountain	5,375	447	-	447
3694		Pool - Main Pool, Wading Pool & Other Infrastructure	305,000	25,416	66,567	(41,151)
4015	SR13	Lions Park - Landscaping (Includes Removal Of Bmx Track)	150,000	12,500	-	12,500
4015	SR14	Lions Park - Seating And Tables	19,773	1,647	17,975	(16,328)
4984	MS03	Mainstreet Scaping - Street Sculptures	20,111	1,675	8,267	(6,592)
5380		Peace Gorge	140,000	11,666	-	11,666
5399		Welcome Park & Information Bay Capital Expenditure	66,000	5,500	-	5,500
5424		Entry Statement & Signs	70,000	5,833	-	5,833
TOTAL Other Infrastructure			980,835	81,729	92,809	(11,080)

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

INVESTING ACTIVITIES

5 CAPITAL ROADWORKS - DETAILED

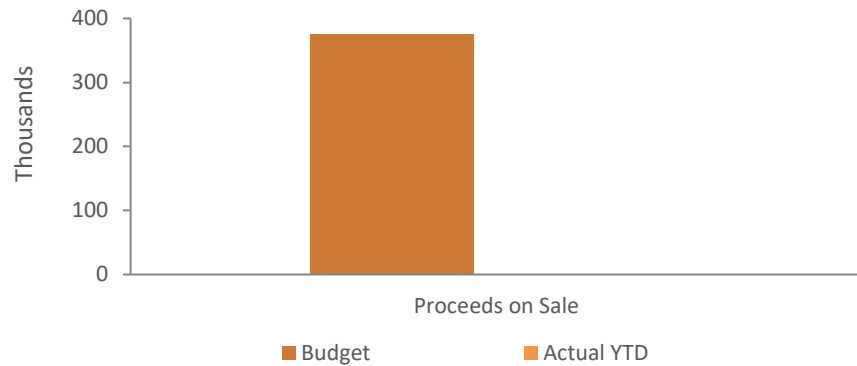
Account	Job - Account	Job/Account Description	Original Budget	Current Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
Infrastructure - roads								
4200		Road Construction Various						
	1262	Grids Installation	187,100	187,100	15,591	65,000	(49,409)	
	1268	Water Bores	60,000	60,000	5,000	-	5,000	
	A66	Landor Rd - Roads To Recovery Funded	795,134	795,134	66,260	13,773	52,487	
	AA66	Landor Road - Roads To Recovery Funded	-	-	-	86,263	(86,263)	
	BB66	Landor Road - Bbrf Funded Business Case	70,539	70,539	5,878	-	5,878	
	C1	Mt Clere Rd - Construction	110,000	110,000	9,166	-	9,166	
	C43	High Street - Construction	200,899	200,899	16,739	-	16,739	
	C44	Savage Street - Construction	200,000	200,000	16,665	-	16,665	
	C54	Douglas Street - Construction	250,000	250,000	20,832	47,169	(26,337)	
	GC01	Gorge Creek River Crossing	1,600,000	1,600,000	133,332	-	133,332	
	LR66	Landor Road - Local Roads & Community Infrastructure Program	970,271	970,271	80,853	-	80,853	
	MSB01	Mingah Springs By-Pass	400,000	400,000	33,332	-	33,332	
	PRC01	Pingandy River Crossing	1,600,000	1,600,000	133,332	-	133,332	
	RR67	Ashburton Rd - Regional Road Group Funding	50,734	50,734	4,227	-	4,227	
	RRG24	Sandstone Road (Rrg) Resheeting	600,000	600,000	50,000	-	50,000	
	SRR01	Sandstone Road Resheeting (Council)	300,000	300,000	25,000	-	25,000	
TOTAL Road Construction			7,394,677	7,394,677	616,207	212,205	404,002	

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

OPERATING ACTIVITIES

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
Plant and equipment									
511	2017 Toyota Prado	40,000	40,000	0	0	0	0	0	0
427	2010 HiAce	26,000	16,125	0	(9,875)	0	0	0	0
610	Ford Ranger	47,983	50,000	2,017	0	0	0	0	0
612	Ford Ranger	50,000	50,000	0	0	0	0	0	0
513	2018 CAT Roller	110,000	100,000	0	(10,000)	0	0	0	0
358	2003 12H CAT Grader	98,000	120,000	22,000	0	0	0	0	0
		371,983	376,125	24,017	(19,875)	0	0	0	0

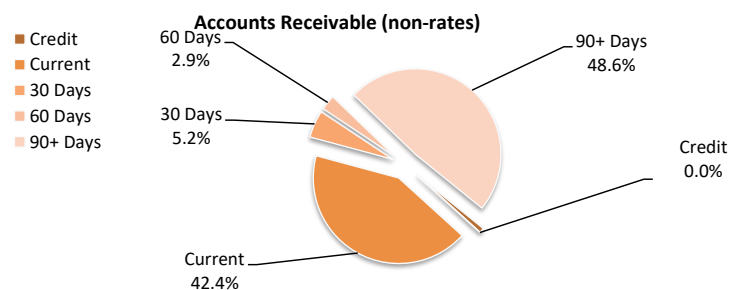


7 RECEIVABLES

Rates receivable	30 Jun 2023	31 Jul 2023
	\$	\$
Opening arrears previous years	782,244	1,526,601
Levied this year	5,697,848	0
Less - collections	(4,953,491)	(403,370)
Gross rates collectable	1,526,601	1,123,231
Net rates collectable	1,526,601	1,123,231
% Collected	76.4%	26.4%

Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(2,074)	96,966	11,789	6,529	111,108	224,317
Percentage	(0.9%)	43.2%	5.3%	2.9%	49.5%	
Balance per trial balance						
Trade receivables						224,317
GST receivable						111,922
Allowance for credit losses of trade receivables						(120,309)
Total receivables general outstanding						215,930

Amounts shown above include GST (where applicable)



KEY INFORMATION

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

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

Classification and subsequent measurement

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

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

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

OPERATING ACTIVITIES

8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2023	Asset Increase	Asset Reduction	Closing Balance 31 July 2023
	\$	\$	\$	\$
Other current assets				
Inventory				
Fuel and Oils	299,525	0	(21,771)	277,754
Total other current assets	299,525	0	(21,771)	277,754

KEY INFORMATION

Inventory

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.

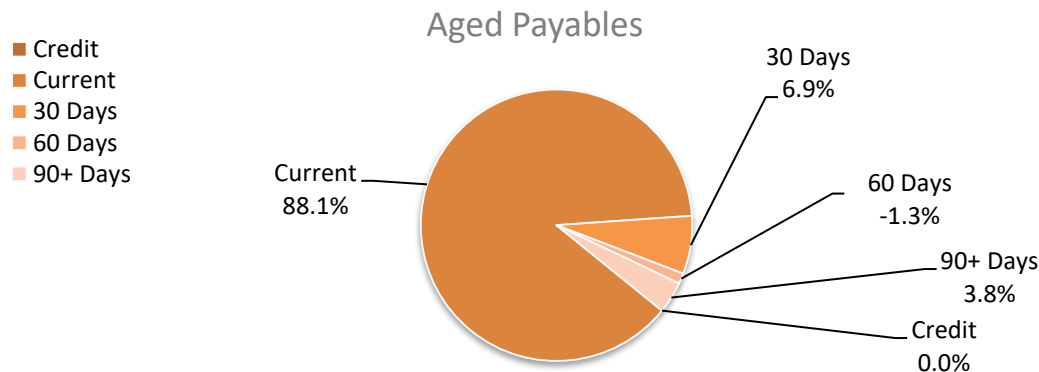
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	101,907	8,004	(1,455)	4,358	112,814
Percentage	0.0%	90.3%	7.1%	-1.3%	3.9%	
Balance per trial balance						
Sundry creditors	0	149,582	0	0	0	149,582
ATO liabilities	0	9,936	0	0	0	9,936
Bond Held	0	17,517	0	0	0	17,517
Excess rates	0	92,168	0	0	0	92,168
Other payables [describe]		23,900				23,900
Total payables general outstanding						293,103

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



10 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2023	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 July 2023
		\$	\$	\$	\$	\$
Employee Related Provisions						
Provision for annual leave		259,309	0	0	0	259,309
Provision for long service leave		115,897	0	0	0	115,897
Total Provisions		375,206	0	0	0	375,206
Total other current liabilities		375,206	0	0	0	375,206

A breakdown of contract liabilities and associated movements is provided on the following pages at Note

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present 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.

Employee Related Provisions

Short-term employee benefits

Provision is made for the Shire'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's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

INVESTING ACTIVITIES

12 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

COA	IE	Provider	Program	Capital grants, subsidies and contributions revenue		
				Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
				\$	\$	\$
3663	48	Csrff Grant	Recreation And Culture	110,000	0	0
3873	48	Lotterywest Grant	Recreation And Culture	40,000	0	0
4571	50	Local Roads & Community Infrastructure Program	Transport	1,006,834	0	0
4621	50	R2R Grant	Transport	785,619	0	0
4691	48	Mrwa Road Project Grant (Rrg)	Transport	600,000	60,000	60,000
5183	48	Aerodrome Grant Income	Transport	605,000	0	0
				3,147,453	60,000	60,000

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JULY 2023**

OPERATING ACTIVITIES

11 GRANTS, SUBSIDIES AND CONTRIBUTIONS

		Grants, subsidies and contributions revenue				
		Provider	Program	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
				\$	\$	\$
COA	IE					
1563	52	D.F.E.S. Operating Grant	Law, Order, Public Safety	7,000	0	0
2003	52	S.E.S. Operating Grant	Law, Order, Public Safety	8,000	666	0
2417	52	Misc Youth - Grants Other	Education & Welfare	10,750	895	0
2419	52	Youth Grant - O.S.H.C. Program	Education & Welfare	28,131	0	0
2421	52	Youth Services Grant - D.C.P. - W.A.	Education & Welfare	92,065	23,016	22,913
3626	52	Miscellaneous Grants - Rec Off	Recreation And Culture	1,000	0	0
3713	52	Recreation Grants	Recreation And Culture	64,500	0	0
4591	52	Mrwa - Direct Grant	Transport	400,000	0	0
4601	52	Wandrra - Natural Disaster (Flood Damage)	Transport	15,000,000	0	0
4843	52	Street - Lighting - Operating Grant	Transport	6,900	0	0
				15,618,346	24,577	22,913

9.2.2 MONTHLY FINANCIAL REPORT PERIOD ENDED AUGUST 2023

File Ref:		
Date of Report:	11 September 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:

Seconded:

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

CARRIED / LOST

SHIRE OF MEEKATHARRA

MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and
statement of financial position)

For the period ended 31 August 2023

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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Statements required by regulation

Statement of Financial Position	2
Note 1 Basis of Preparation	3
Statement of Financial Activity with Explanation of Material Variances	4
Note 2 Statement of Financial Activity Information	6

**SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 AUGUST 2023**

	31 August 2023	30 June 2022
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	31,487,970	32,164,508
Trade and other receivables	7,269,997	1,647,176
Inventories	334,646	299,525
TOTAL CURRENT ASSETS	39,092,613	34,111,209
NON-CURRENT ASSETS		
Other financial assets	61,117	61,117
Property, plant and equipment	27,022,697	26,983,793
Infrastructure	104,821,692	104,253,388
TOTAL NON-CURRENT ASSETS	131,905,506	131,298,298
TOTAL ASSETS	170,998,119	165,409,507
CURRENT LIABILITIES		
Trade and other payables	513,542	753,558
Employee related provisions	375,206	375,206
TOTAL CURRENT LIABILITIES	888,748	1,128,764
NON-CURRENT LIABILITIES		
Employee related provisions	30,921	30,921
TOTAL NON-CURRENT LIABILITIES	30,921	30,921
TOTAL LIABILITIES	919,669	1,159,685
NET ASSETS	170,078,450	164,249,822
EQUITY		
Retained surplus	78,254,631	72,426,003
Reserve accounts	21,217,713	21,217,713
Revaluation surplus	70,606,106	70,606,106
TOTAL EQUITY	170,078,450	164,249,822

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 AUGUST 2023

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

Judgements and estimates

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

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

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

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

SIGNIFICANT ACCOUNTING POLICES

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 10 September 2023

SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 AUGUST 2023

	Supplementary Information	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.	Explanation of Material Variance
OPERATING ACTIVITIES								
Revenue from operating activities								
General rates		6,019,927	5,946,595	5,922,477	(24,118)	(0.41%)		
Grants, subsidies and contributions	11	15,618,346	426,138	528,124	101,986	23.93%	▲	The Shire has received an additional Financial Assistance Grant YTD of \$51K that was not budgeted. An additional \$41K has been received from Main Roads. These items will be addressed with the budget review.
Fees and charges		1,223,697	294,322	442,805	148,483	50.45%	▲	Airport landing fees (incl Head Tax) are \$144K higher than YTD budget. This may even out during the year.
Interest revenue		272,000	45,330	41,774	(3,556)	(7.84%)		
Other revenue		315,632	35,826	37,266	1,440	4.02%		
Profit on asset disposals	6	24,017	0	0	0	0.00%		
		23,473,619	6,748,211	6,972,446	224,235	3.32%		
Expenditure from operating activities								
Employee costs		(3,742,210)	(458,084)	(479,505)	(21,421)	(4.68%)		
Materials and contracts		(20,847,592)	(566,072)	(502,364)	63,708	11.25%	▲	Items lower than YTD budget include Sanitation services \$32K and Recreation services \$42K. These may even out as the year progresses.
Utility charges		(321,750)	(53,594)	(60,973)	(7,379)	(13.77%)		
Depreciation		(6,593,116)	(1,098,830)	0	1,098,830	100.00%	▲	Depreciation for July and August has not been posted pending finalisation of FY23 Asset reconciliation.
Insurance		(269,379)	(134,690)	(153,865)	(19,175)	(14.24%)	▼	Insurance Expenses are higher than YTD budget. Once final Insurance payments have been made, staff will review budgets and postings and action as required.
Other expenditure		(293,343)	(8,154)	(7,031)	1,123	13.77%		
Loss on asset disposals	6	(19,875)	0	(81)	(81)	0.00%		
		(32,087,265)	(2,319,424)	(1,203,819)	1,115,605	48.10%		
Non-cash amounts excluded from operating activities	Note 2(b)	6,588,974	1,098,830	2	(1,098,828)	(100.00%)	▼	Depreciation for July and August has not been posted pending finalisation of FY23 Asset reconciliation.
Amount attributable to operating activities		(2,024,672)	5,527,617	5,768,629	241,012	4.36%		

**SHIRE OF MEEKATHARRA
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 AUGUST 2023**

	Supplementary Information	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.	Explanation of Material Variance
CONTINUED								
INVESTING ACTIVITIES								
Inflows from investing activities								
	12	3,147,453	60,000	60,000	0	0.00%		
	6	376,125	0	0	0	0.00%		
		3,523,578	60,000	60,000	0	0.00%		
Outflows from investing activities								
	5	(3,166,992)	(527,792)	(38,904)	488,888	92.63%	▲	Refer to Note 4 for detail. Staff will realign Budgets with programmed works asap.
	5	(10,283,512)	(1,713,864)	(568,305)	1,145,559	66.84%	▲	Refer to Note 4 for detail. Staff will realign Budgets with programmed works asap.
		(13,450,504)	(2,241,656)	(607,209)	1,634,447	72.91%		
Amount attributable to investing activities		(9,926,926)	(2,181,656)	(547,209)	1,634,447	74.92%		
FINANCING ACTIVITIES								
Inflows from financing activities								
	4	1,016,480	0	0	0	0.00%		
		1,016,480	0	0	0	0.00%		
Outflows from financing activities								
	4	(1,185,874)	0	0	0	0.00%		
		(1,185,874)	0	0	0	0.00%		
Amount attributable to financing activities		(169,394)	0	0	0	0.00%		
MOVEMENT IN SURPLUS OR DEFICIT								
		12,120,992	12,120,992	12,139,938	18,946	0.16%		
		(2,024,672)	5,527,617	5,768,629	241,012	4.36%		
		(9,926,926)	(2,181,656)	(547,209)	1,634,447	74.92%		
		(169,394)	0	0	0	0.00%		
Surplus or deficit after imposition of general rates		0	15,466,953	17,361,358	1,894,405	12.25%		

KEY INFORMATION

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

▲▼ Better than budget (Income is higher, Expenditure is lower)/Worse than budget (Income is lower, expenditure is higher)

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

SHIRE OF MEEKATHARRA
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 AUGUST 2023

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

	Supplement: Information	Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 31 August 2023
(a) Net current assets used in the Statement of Financial Activity				
Current assets		\$	\$	\$
Cash and cash equivalents	3	32,194,272	32,164,508	31,487,970
Trade and other receivables		1,894,424	1,647,176	7,269,997
Inventories	8	299,525	299,525	334,646
		34,388,221	34,111,209	39,092,613
Less: current liabilities				
Trade and other payables	9	(1,049,516)	(753,558)	(513,542)
Employee related provisions	10	(338,524)	(375,206)	(375,206)
		(1,388,040)	(1,128,764)	(888,748)
Net current assets		33,000,181	32,982,445	38,203,865
Less: Total adjustments to net current assets	Note 2(c)	(20,879,189)	(20,842,507)	(20,842,507)
Closing funding surplus / (deficit)		12,120,992	12,139,938	17,361,358

(b) Non-cash amounts excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

Non-cash amounts excluded from operating activities		Adopted Budget	YTD Budget (a)	YTD Actual (b)
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	6	(24,017)	0	0
Add: Loss on asset disposals	6	19,875	0	81
Add: Depreciation		6,593,116	1,098,830	0
- Other provisions				(79)
Total non-cash amounts excluded from operating activities		6,588,974	1,098,830	2

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

		Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 31 August 2023
		\$	\$	\$
Adjustments to net current assets				
Less: Reserve accounts	4	(21,217,713)	(21,217,713)	(21,217,713)
Add: Current liabilities not expected to be cleared at the end of the year:				
- Current portion of employee benefit provisions	4	338,524	375,206	375,206
Total adjustments to net current assets	Note 2(a)	(20,879,189)	(20,842,507)	(20,842,507)

CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

SHIRE OF MEEKATHARRA

SUPPLEMENTARY INFORMATION

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SHIRE OF MEEKATHARRA
STATEMENT OF COMPREHENSIVE INCOME BY PROGRAM
FOR THE PERIOD ENDED 31 AUGUST 2023

	Ref Note	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$
OPERATING ACTIVITIES				
Income excluding grants, subsidies and contributions				
Governance		80	12	0
General purpose funding - other		6,306,227	5,994,305	5,969,300
Law, order and public safety	11	2,950	488	25
Health		1,120	186	719
Education and welfare		30,473	5,070	5,886
Housing		20,000	3,332	5,843
Community amenities		155,259	118,512	101,075
Recreation and culture	6	141,727	10,610	11,303
Transport		1,095,037	178,498	330,152
Economic services		46,400	1,730	17,513
Other property and services		56,000	9,330	2,506
		7,855,273	6,322,073	6,444,322
Grants, subsidies and contributions				
Governance		0	0	0
General purpose funding - other		0	0	51,326
Law, order and public safety		15,000	1,332	0
Health		0	0	0
Education and welfare		130,946	24,806	35,997
Housing		0	0	0
Community amenities		0	0	0
Recreation and culture		215,500	0	0
Transport		18,404,353	460,000	500,801
Economic services		0	0	0
Other property and services		0	0	0
		18,765,799	486,138	588,124
Expenditure from operating activities (including depreciation)				
Governance		(929,217)	(146,630)	(107,247)
General purpose funding		(361,106)	(40,176)	(28,076)
Law, order and public safety		(210,382)	(39,212)	(26,147)
Health		(204,648)	(23,268)	(14,921)
Education and welfare		(1,093,496)	(184,065)	(116,366)
Housing		(78,918)	(35,664)	(7,463)
Community amenities		(871,889)	(133,964)	(79,931)
Recreation and culture		(1,977,869)	(322,448)	(177,919)
Transport		(25,000,330)	(1,185,102)	(656,720)
Economic services	6	(717,078)	(158,845)	(109,775)
Other property and services		(642,332)	(50,050)	120,746
		(32,087,265)	(2,319,424)	(1,203,819)
Net Operating Result		(5,466,193)	4,488,787	5,828,627

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

3 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted	Restricted	Cash	Institution	Interest	Maturity
		\$	\$	\$		Rate	Date
Cash on hand							
Municipal Bank Account	Cash and cash equivalents	1,242,360	0	1,242,360	Westpac	0.00%	At Call
Air BP	Cash and cash equivalents	26,217	0	26,217	Westpac	0.00%	At Call
Maxi Account	Cash and cash equivalents	9,044,608	0	9,044,608	Westpac	1.10%	At Call
Term Deposits							
698577	Cash and cash equivalents	0	21,217,713	21,217,713	Westpac	5.20%	17/10/2023
Total		10,313,185	21,217,713	31,530,898			

KEY INFORMATION

Cash and cash equivalents include cash on hand, cash at bank, deposits available on demand with banks and other short term highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of net current assets.

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

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

SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023

4 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Budget Interest Earned	Budget Transfers In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfers In (+)	Actual Transfers Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council										
Leave reserve	408,886	3,855	0	0	412,741	408,886	0	0	0	408,886
Plant reserve	847,059	7,984	0	0	855,043	847,059	0	0	0	847,059
Building Reserve	1,642,847	15,486	460,874	(336,480)	1,782,727	1,642,847	0	0	0	1,642,847
Shire Water Reserve	331,341	3,123	0	0	334,464	331,341	0	0	0	331,341
Airport Runway Reserve	3,373,617	31,800	0	(530,000)	2,875,417	3,373,617	0	0	0	3,373,617
Airport Reserve	979,085	9,229	0	0	988,314	979,085	0	0	0	979,085
Transport Reserve	62,857	592	0	0	63,449	62,857	0	0	0	62,857
Infrastructure & Development Reserve	1,044,791	9,848	0	0	1,054,639	1,044,791	0	0	0	1,044,791
Covid-19 Emergency Response/Cashflow Supplement	219,766	2,072	0	0	221,838	219,766	0	0	0	219,766
Reseals & Rejuvenation Reserve	5,930,425	55,901	300,000	0	6,286,326	5,930,425	0	0	0	5,930,425
Interpretive Centre Reserve	1,942,192	18,307		0	1,960,499	1,942,192	0	0	0	1,942,192
Roads -Second / Final Seals Reserve	1,791,765	16,889	150,000	0	1,958,654	1,791,765	0	0	0	1,791,765
Lloyd'S Revitalisation Reserve	1,614,053	15,214	0	0	1,629,267	1,614,053	0	0	0	1,614,053
Industrial Park Reserve	872,744	8,227	0	0	880,971	872,744	0	0	0	872,744
Swimming Pool Reserve	156,285	1,473	75,000	(150,000)	82,758	156,285	0	0	0	156,285
	21,217,713	200,000	985,874	(1,016,480)	21,387,107	21,217,713	0	0	0	21,217,713

5 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings - non-specialised	1,533,977	255,638	16,197	(239,441)
Furniture and equipment	87,225	14,532	140	(14,392)
Plant and equipment	1,545,790	257,622	22,567	(235,055)
Acquisition of property, plant and equipment	3,166,992	527,792	38,904	(488,888)
Infrastructure - roads	7,894,677	1,315,746	406,509	(909,237)
Infrastructure - footpaths	200,000	33,332	0	(33,332)
Infrastructure - Airport	1,208,000	201,328	0	0
Infrastructure - Other	980,835	163,458	161,796	161,796
Acquisition of infrastructure	10,283,512	1,713,864	568,305	(1,758,549)
Total capital acquisitions	13,450,504	2,241,656	607,209	(2,247,437)
Capital Acquisitions Funded By:				
Capital grants and contributions	3,147,453	60,000	60,000	0
Other (disposals & C/Fwd)	376,125	0	0	0
Reserve accounts				
Building Reserve	336,480	336,480	0	(336,480)
Airport Runway Reserve	530,000	530,000	0	(530,000)
Swimming Pool Reserve	150,000	150,000	0	(150,000)
Contribution - operations	8,910,446	1,165,176	547,209	(617,967)
Capital funding total	13,450,504	2,241,656	607,209	(1,634,447)

SIGNIFICANT ACCOUNTING POLICIES

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

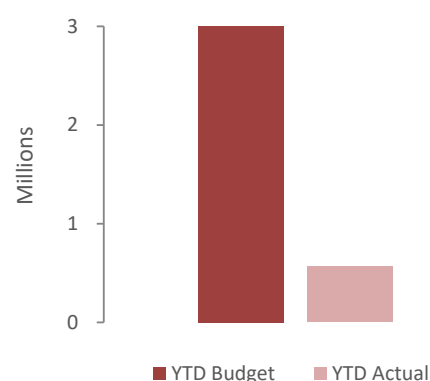
Initial recognition and measurement for assets held at cost

Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost are depreciated and assessed for impairment annually.

Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Payments for Capital Acquisitions



**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS - DETAILED

GL Account	Job Number	Job/Account Description	Original Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
Buildings - non-specialised							
1328	AC13	Admin Building Capital - Planning And Stage 1 Of Office Reconfiguration	140,000	23,332	-	23,332	
		Admin Building Capital - Roofing Sheets And Flashing And Relocate Split System					
1328	AC9	Units	195,232	32,538	6,704	25,834	
3437	YCC11	Yc - Split System Airconditioner In Tv Room	25,000	4,166	-	4,166	
2704	0921	Lot 303 Capital Improvements	15,740	2,622	-	2,622	
2704	0922	Lot 206 Capital Improvements	3,296	548	-	548	
2704	0923	Lot 220 Capital Improvements	10,570	1,760	-	1,760	
2704	0927	Lot 408 Hill St - Capital Improvements	13,160	2,192	-	2,192	
2704	0929	Lot 208 Capital Improvements	15,360	2,560	-	2,560	
2704	0933	Lot 207 Hill St - Capital Improvements	12,419	2,068	-	2,068	
2704	0935	1/16 Regan St - Capital Improvements	14,120	2,352	-	2,352	
2704	0936	2/16 Regan St - Capital Improvements	14,120	2,352	-	2,352	
2704	0937	3/16 Regan St - Capital Improvements	14,120	2,352	-	2,352	
2704	0938	4/16 Regan St - Capital Improvements	14,120	2,352	-	2,352	
2704	0980	Lot 927 Mccleary St - Capital Improvements	17,510	2,918	-	2,918	
2704	0981	Lot 294 Hill St - Capital Improvements	26,940	4,490	-	4,490	
2704	0982	Lot 294 Hill St - Capital Improvements	-	-	4,938	(4,938)	
2704	0984	28 Connaughton Street - Capital Improvements	44,270	7,378	4,412	2,966	
2715		New Staff Housing	435,000	72,500	-	72,500	
3544	HC14	Hall - Replace Male Urinal With 2 Individual Waterless Urinals	9,675	1,612	-	1,612	
3666		Pool - Buildings	3,000	500	-	500	
3997	SR22	Osr - Picture Gardens - Upgrade Toilets	97,234	16,204	-	16,204	
3997	SR23	Upgrade Main Building , Inc Air Con, Hws, Lighting And Circuit Board	10,266	1,710	-	1,710	
4036		Indoor Cricket Centre	107,500	17,916	-	17,916	
4171		Masonic Lodge - Capital	11,825	1,970	-	1,970	
5044	DC15	Depot Capital - Relace Front Doors On Town Gardeners Shed	100,000	16,666	-	16,666	
5344		Airport - Paint Store Building	3,500	582	-	582	
9651	EC05	Red Sandbox - Replace Shade Structure	10,000	1,666	-	1,666	
9681		Community Resource Centre - Building	170,000	28,332	143	28,189	
TOTAL Buildings			1,533,977	255,638	16,197	239,441	

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS - DETAILED

Furniture and equipment						
0254		Council Chambers - Furniture And Equipment	43,750	7,290	-	7,290
1244		Computer Equipment	3,000	500	-	500
1324		Admin Office Equipment	-	-	140	(140)
2438	KZC09	Kz - Outdoor Setting For Under Verandah	1,500	250	-	250
2454		C.D.O. Furniture And Equipment	10,750	1,790	-	1,790
3534	HC06	Hall - Audio-Visual Equipment	25,000	4,166	-	4,166
3803	SR11	Osr - Picture Gardens - Artificial Turf	3,225	536	-	536
TOTAL Furniture and Equipment			87,225	14,532	140	14,392
Plant and equipment						
1224		Ceo Vehicle	-	-	-	-
1331		Cdsm Vehicle	55,000	9,166	4,418	4,748
5014		Misc Plant (Small Equipment > \$5000 Ex Gst)	10,000	1,666	-	1,666
5034		Caravans & Equipment	299,697	49,948	18,030	31,918
5064		Down Hole Bore Pumps And Trailers	120,800	20,132	120	20,012
5084		Various Utilities	296,969	49,494	-	49,494
5094		Sweeper	365,000	60,832	-	60,832
5124		Truck	2,000	332	-	332
5154		Engines & Pumps (> \$5,000 Otherwise Use G14810)	50,000	8,332	-	8,332
5264		Trailer	346,324	57,720	-	57,720
TOTAL Plant and Equipment			1,545,790	257,622	22,567	235,055
Infrastructure - roads						
4200		Road Construction Various	7,394,677	1,232,414	406,509	825,905
4530		Reseal Town Sts	500,000	83,332	-	83,332
TOTAL Road Construction			7,894,677	1,315,746	406,509	909,237
Infrastructure - footpaths						
5046		Footpaths - New And Renewal	200,000	33,332	-	33,332
TOTAL Footpath Construction			200,000	33,332	-	33,332

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

INVESTING ACTIVITIES

5 CAPITAL ACQUISITIONS - DETAILED

Infrastructure - Airport						
5104	1210	Runway Construction	1,100,000	183,328	-	183,328
5104	1218	Fog Seal & Crack Sealing	30,000	5,000	-	5,000
5104	1220	Aerodrome - Line Marking	78,000	13,000	-	13,000
TOTAL Airport Construction			1,208,000	201,328	-	201,328
Infrastructure - Other						
2436	YCC07	Yc - Water Fountain (Of Toilet Block)	5,000	832	-	832
2436	YCC10	Yc - Racks For Sporting Equipment	2,000	332	-	332
2440	KZC07	Kz - Paving Of Courtyard (Approx 15X 6M)	27,000	4,500	-	4,500
2440	KZC08	Kz - Reticulation And Reseeding Of Lawn	5,000	832	-	832
2440	KZC10	Kz - Shade Over Playground	40,000	6,666	-	6,666
2824		Refuse Site - Capital Upgrade And Expansion	56,438	9,406	-	9,406
3274		Cemetery - Other Infrastructure	69,139	11,522	-	11,522
3286		Town Drinking Fountain	5,375	894	-	894
3694		Pool - Main Pool, Wading Pool & Other Infrastructure	305,000	50,832	133,134	(82,302)
4015	SR13	Lions Park - Landscaping (Includes Removal Of Bmx Track)	150,000	25,000	-	25,000
4015	SR14	Lions Park - Seating And Tables	19,773	3,294	17,975	(14,681)
4984	MS03	Mainstreet Scaping - Street Sculptures	20,111	3,350	10,687	(7,337)
5380		Peace Gorge	140,000	23,332	-	23,332
5399		Welcome Park & Information Bay Capital Expenditure	66,000	11,000	-	11,000
5424		Entry Statement & Signs	70,000	11,666	-	11,666
TOTAL Other Infrastructure			980,835	163,458	161,796	1,662

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

INVESTING ACTIVITIES

5 CAPITAL ROADWORKS - DETAILED

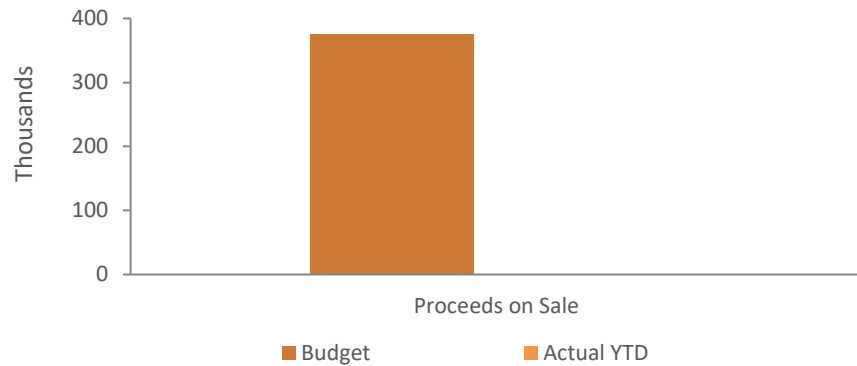
Account	Job - Account	Job/Account Description	Original Budget	Current Budget	YTD Budget	YTD Actual	YTD Actual Variance	Comments
Infrastructure - roads								
4200		Road Construction Various						
	1262	Grids Installation	187,100	187,100	31,182	65,000	(33,818)	
	1268	Water Bores	60,000	60,000	10,000	-	10,000	
	A66	Landor Rd - Roads To Recovery Funded	795,134	795,134	132,520	128,480	4,040	
	AA66	Landor Road - Roads To Recovery Funded	-	-	-	86,263	(86,263)	
	BB66	Landor Road - Bbrf Funded Business Case	70,539	70,539	11,756	-	11,756	
	C1	Mt Clere Rd - Construction	110,000	110,000	18,332	-	18,332	
	C43	High Street - Construction	200,899	200,899	33,478	35,979	(2,501)	
	C44	Savage Street - Construction	200,000	200,000	33,330	43,617	(10,287)	
	C54	Douglas Street - Construction	250,000	250,000	41,664	47,169	(5,505)	
	GC01	Gorge Creek River Crossing	1,600,000	1,600,000	266,664	-	266,664	
	LR66	Landor Road - Local Roads & Community Infrastructure Program	970,271	970,271	161,706	-	161,706	
	MSB01	Mingah Springs By-Pass	400,000	400,000	66,664	-	66,664	
	PRC01	Pingandy River Crossing	1,600,000	1,600,000	266,664	-	266,664	
	RR67	Ashburton Rd - Regional Road Group Funding	50,734	50,734	8,454	-	8,454	
	RRG24	Sandstone Road (Rrg) Resheeting	600,000	600,000	100,000	-	100,000	
	SRR01	Sandstone Road Resheeting (Council)	300,000	300,000	50,000	-	50,000	
TOTAL Road Construction			7,394,677	7,394,677	1,232,414	406,509	825,905	

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

OPERATING ACTIVITIES

6 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book Value	Proceeds	Profit	(Loss)	Net Book Value	Proceeds	Profit	(Loss)
		\$	\$	\$	\$	\$	\$	\$	\$
Plant and equipment									
511	2017 Toyota Prado	40,000	40,000	0	0	0	0	0	0
427	2010 HiAce	26,000	16,125	0	(9,875)	0	0	0	0
610	Ford Ranger	47,983	50,000	2,017	0	0	0	0	0
612	Ford Ranger	50,000	50,000	0	0	0	0	0	0
513	2018 CAT Roller	110,000	100,000	0	(10,000)	0	0	0	0
358	2003 12H CAT Grader	98,000	120,000	22,000	0	0	0	0	0
		371,983	376,125	24,017	(19,875)	0	0	0	0



**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

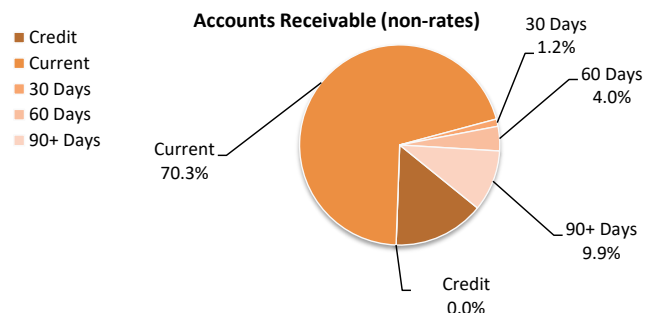
OPERATING ACTIVITIES

7 RECEIVABLES

Rates receivable	30 Jun 2023	31 Aug 2023
	\$	\$
Opening arrears previous years	782,244	1,526,601
Levied this year	5,697,848	5,922,477
Less - collections	(4,953,491)	(411,610)
Gross rates collectable	1,526,601	7,037,468
Net rates collectable	1,526,601	7,037,468
% Collected	76.4%	5.5%

Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(37,173)	177,160	2,960	9,987	24,893	177,826
Percentage	(20.9%)	99.6%	1.7%	5.6%	14.0%	
Balance per trial balance						
Trade receivables						177,826
GST receivable						175,012
Allowance for credit losses of trade receivables						(120,309)
Total receivables general outstanding						232,529

Amounts shown above include GST (where applicable)



KEY INFORMATION

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

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

Classification and subsequent measurement

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

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

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

OPERATING ACTIVITIES

8 OTHER CURRENT ASSETS

	Opening Balance 1 July 2023	Asset Increase	Asset Reduction	Closing Balance 31 August 2023
	\$	\$	\$	\$
Other current assets				
Inventory				
Fuel and Oils	299,525	35,121	0	334,646
Total other current assets	299,525	35,121	0	334,646

KEY INFORMATION

Inventory

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.

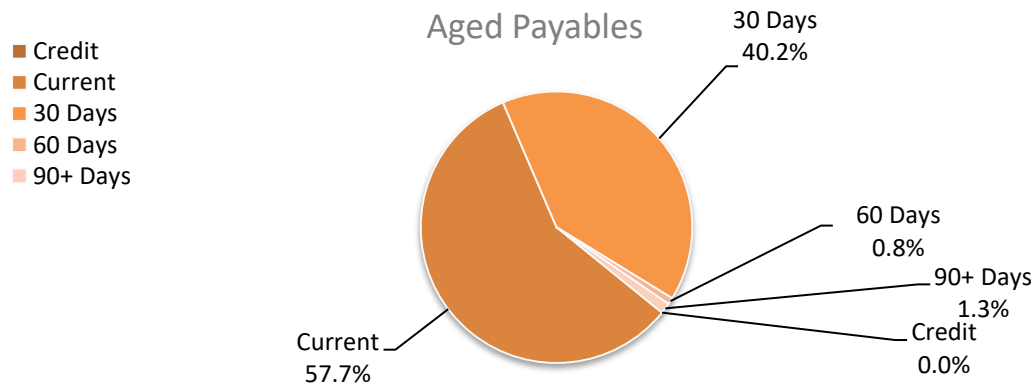
9 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	132,176	92,113	1,829	2,903	229,021
Percentage	0.0%	57.7%	40.2%	0.8%	1.3%	
Balance per trial balance						
Sundry creditors	0	264,447	0	0	0	264,447
ATO liabilities	0	58,533	0	0	0	58,533
Bond Held	0	17,007	0	0	0	17,007
Excess rates	0	59,164	0	0	0	59,164
Other payables [describe]		114,391				114,391
Total payables general outstanding						513,542

Amounts shown above include GST (where applicable)

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



10 OTHER CURRENT LIABILITIES

Other current liabilities	Note	Opening Balance 1 July 2023	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 August 2023
		\$	\$	\$	\$	\$
Employee Related Provisions						
Provision for annual leave		259,309	0	0	0	259,309
Provision for long service leave		115,897	0	0	0	115,897
Total Provisions		375,206	0	0	0	375,206
Total other current liabilities		375,206	0	0	0	375,206

A breakdown of contract liabilities and associated movements is provided on the following pages at Note

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present 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.

Employee Related Provisions

Short-term employee benefits

Provision is made for the Shire'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's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

INVESTING ACTIVITIES

12 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

COA	IE	Provider	Program	Capital grants, subsidies and contributions revenue		
				Adopted Budget	YTD	YTD Revenue
				Revenue	Budget	Actual
				\$	\$	\$
3663	48	Csrff Grant	Recreation And Culture	110,000	0	0
3873	48	Lotterywest Grant	Recreation And Culture	40,000	0	0
4571	50	Local Roads & Community Infrastructure Program	Transport	1,006,834	0	0
4621	50	R2R Grant	Transport	785,619	0	0
4691	48	Mrwa Road Project Grant (Rrg)	Transport	600,000	60,000	60,000
5183	48	Aerodrome Grant Income	Transport	605,000	0	0
				3,147,453	60,000	60,000



**SHIRE OF MEEKATHARRA
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 AUGUST 2023**

OPERATING ACTIVITIES

11 GRANTS, SUBSIDIES AND CONTRIBUTIONS

		Grants, subsidies and contributions revenue				
		Provider	Program	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
<i>COA</i>	<i>IE</i>			\$	\$	\$
0181	52	Financial Assistance Grant	General Purpose Funding	0	0	31,729
211	52	Local Road Grant	General Purpose Funding	0	0	19,596
1563	52	D.F.E.S. Operating Grant	Law, Order, Public Safety	7,000	0	0
2003	52	S.E.S. Operating Grant	Law, Order, Public Safety	8,000	1,332	0
2417	52	Misc Youth - Grants Other	Education & Welfare	10,750	1,790	0
2419	52	Youth Grant - O.S.H.C. Program	Education & Welfare	28,131	0	13,084
2421	52	Youth Services Grant - D.C.P. - W.A.	Education & Welfare	92,065	23,016	22,913
3626	52	Miscellaneous Grants - Rec Off	Recreation And Culture	1,000	0	0
3713	52	Recreation Grants	Recreation And Culture	64,500	0	0
4591	52	Mrwa - Direct Grant	Transport	400,000	400,000	440,801
4601	52	Wandrra - Natural Disaster (Flood Damage)	Transport	15,000,000	0	0
4843	52	Street - Lighting - Operating Grant	Transport	6,900	0	0
				15,618,346	426,138	528,124

9.2.3 OUTSTANDING DEBTORS

Applicant:	Nil	
File Ref:	Nil	
Disclosure of Interest:	Nil	
Date of Report:	10 August 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:

Seconded:

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

CARRIED / LOST

SHIRE OF MEEKATHARRA

Debtors Trial Balance

As at 31.08.2023



Debtor #	Name	Age Of Oldest Invoice (90 Days)	02.06.2023 GT 90 days	02.07.2023 GT 60 days	01.08.2023 GT 30 days	31.08.2023 Current	Total	Comment
B043	Adrian Baumgarten	0	0.00	0.00	415.70	0.00	415.70	
A092	Aerohire Pty Ltd	0	0.00	0.00	0.00	221.16	221.16	
A124	Aerometrex Pty Ltd	0	0.00	0.00	0.00	52.10	52.10	
A169	Albany Aviation	0	0.00	0.00	0.00	61.23	61.23	
A175	All North Helicopters	394	22.00	0.00	0.00	0.00	22.00	
D096	Andrew Peter Dean	492	80.82	0.00	0.00	0.00	80.82	
A190	Aurelia And Sovan Pty	0	0.00	0.00	0.00	40.83	40.83	
A039	Aus West Airlines Pty	0	0.00	0.00	93.54	0.00	93.54	
D087	Aviation Utilities Pty Ltd	265	212.36	0.00	0.00	62.31	274.67	
A189	Avshare Investments Pty Ltd	0	0.00	54.40	0.00	0.00	54.40	
A081	Avwest Pty Ltd	0	0.00	56.13	0.00	0.00	56.13	
B110	Big Bell Gold Operations	0	0.00	0.00	0.00	1147.65	1147.65	
B134	Binsiar, Andrew (Jnr)	0	0.00	0.00	0.00	0.00	-1750.41	
B178	Bourke, Neil James	0	0.00	0.00	0.00	22.00	22.00	
B064	Brown, Clinton	137	50.88	22.00	0.00	0.00	72.88	
C151	C.A.Helicopters Pty Ltd	0	0.00	0.00	0.00	25.00	25.00	
C204	Cant, John Henry	0	0.00	0.00	0.00	33.35	33.35	
C203	Carfrae, Pamela Marilyn	0	0.00	0.00	0.00	34.03	34.03	
K043	Chris Clancy & Kadisen King	688	9944.28	0.00	0.00	0.00	9944.28	Debt Collection
C098	Cockles Pty Ltd	430	44.91	0.00	0.00	0.00	44.91	
C021	Complete Aviation Services	0	0.00	0.00	0.00	921.83	921.83	
C143	Coral Coast Helicopter Services	430	44.00	0.00	0.00	0.00	44.00	
C0222	Corsaire Pty Ltd	0	0.00	0.00	0.00	0.00	-103.14	
C033	Curtin Flying Club Inc	0	0.00	0.00	0.00	0.00	0.00	
C200	Capstone Aviation Services	265	49.24	0.00	0.00	0.00	49.24	
D086	Deba International Pty Ltd	265	155.25	0.00	0.00	47.05	202.30	
D1	Department Of Education	0	0.00	0.00	0.00	0.00	-34470.53	
D119	Desrosiers, Nicole	854	550.00	0.00	0.00	0.00	550.00	
E012	Enesar Pty Ltd	0	0.00	0.00	0.00	99.50	99.50	
E009	Esperance Air Services	265	85.29	0.00	0.00	0.00	85.29	
E057	Evans, Martin John	0	0.00	0.00	0.00	25.00	25.00	
F065	Flight Standards Pty Ltd	492	22.00	0.00	0.00	0.00	22.00	
F049	Fortescue Helicopters Pty	468	198.00	0.00	0.00	102.25	300.25	
F047	Frontier Helicopters Pty Ltd	265	25.06	0.00	0.00	0.00	25.06	

Debtor #	Name	Age Of Oldest Invoice (90 Days)	02.06.2023 GT 90 days	02.07.2023 GT 60 days	01.08.2023 GT 30 days	31.08.2023 Current	Total	Comment
G011	Geraldton Air Charter	0	0.00	0.00	0.00	40.80	40.80	
G108	Giuliano, Joe Trevor John	0	0.00	0.00	0.00	0.00	-10.56	
G080	Grbic, Ricky	0	0.00	0.00	0.00	0.00	-136.01	
G052	Groundwater Consulting Services	0	0.00	0.00	0.00	0.00	0.00	
H086	Harte, Michael John	265	44.00	0.00	0.00	0.00	44.00	
H014	Helibits Pty Ltd (Heliwest)	492	158.36	0.00	0.00	104.57	262.93	
H150	Helicopter Logistics Pty Ltd	0	0.00	0.00	0.00	146.04	146.04	
H096	Hood Glenn Neil	0	0.00	0.00	0.00	36.29	36.29	
H062	Horizon Power (Carnarvon)	98	5500.00	0.00	0.00	0.00	5500.00	Sponsorship for 23/24
E014	Ian Evans	0	0.00	0.00	0.00	33.45	33.45	
J063	J & D Air Services Pty Ltd	492	26.93	0.00	0.00	0.00	26.93	
J064	Jandakot Heli-Co Pty Ltd	265	27.54	0.00	0.00	0.00	27.54	
J065	Jetstream Electrical	430	66.33	0.00	0.00	0.00	66.33	
J038	Jidi Jidi Aboriginal Corporation	545	293.64	0.00	0.00	0.00	293.64	
C171	Karen Credland	0	0.00	0.00	0.00	0.00	-176.00	
K004	Killara Station	0	0.00	0.00	0.00	1797.18	1797.18	
K067	Korewha, Clifford	167	1389.87	0.00	569.33	0.00	1959.20	
K027	Kyanga, Robert	0	0.00	0.00	261.98	0.00	261.98	
L049	Leanne Sharrock (Meeka Gift n Garden)	0	0.00	0.00	0.00	466.65	466.65	
R049	Linton Rumble	0	0.00	0.00	0.00	26.08	26.08	
MV01	Mader Valley Investments Pty Ltd	137	39.29	0.00	0.00	0.00	39.29	
M227	Major Blue Air Pty Ltd	520	138.60	0.00	0.00	0.00	138.60	
R115	Malcolm Ryder	136	200.00	0.00	0.00	0.00	200.00	
S134	Mark Sturgeon	167	321.82	0.00	0.00	0.00	321.82	
MC1D	Meekatharra Caravan Park	0	0.00	25.00	0.00	0.00	25.00	
M03D	Meekatharra Corner Store	0	0.00	26.10	0.00	0.00	26.10	
R052	Meekatharra Race Club	332	230.31	0.00	0.00	0.00	230.31	
M162	Meekatharra Rangelands Bio	207	111.53	0.00	0.00	0.00	111.53	
M148	Melissa Price MP	955	5.25	0.00	0.00	0.00	5.25	
M209	Mental Health - Wachs Midwest	352	814.70	0.00	0.00	0.00	814.70	
M141	Midwest Septics	440	296.20	0.00	0.00	0.00	296.20	
M161	Mission Australia (Meeka)	0	0.00	0.00	0.00	314.83	314.83	

Debtor #	Name	Age Of Oldest Invoice (90 Days)	02.06.2023 GT 90 days	02.07.2023 GT 60 days	01.08.2023 GT 30 days	31.08.2023 Current	Total	Comment
M235	Mount Magnet Meats	0	0.00	0.00	0.00	26.70	26.70	
C031	Mrs Kathleen Cole	394	23.20	0.00	0.00	0.00	23.20	
M234	Mama Moon's Bakery	0	0.00	8755.20	0.00	4696.66	13451.86	Debt Collection
B174	Merome Beard	206	74.05	0.00	0.00	0.00	74.05	
C113	National Jet Express Pty	0	0.00	0.00	0.00	127084.33	127084.33	
N101	Native Oracle Pty Ltd	0	0.00	0.00	0.00	76.00	76.00	
O041	Orrman, Ian Edward	0	0.00	0.00	0.00	22.00	22.00	
O031	Outline Global	265	92.80	0.00	0.00	35.15	127.95	
L011	Paul Lyons Aviation Pty Ltd	0	0.00	0.00	0.00	305.15	305.15	
Y1	Paul Yates	0	0.00	0.00	0.00	0.00	-50.88	
P109	Penjet Pty Ltd	265	1246.55	723.45	1379.42	1224.41	4573.83	
M199	Peter Moran	0	0.00	0.00	0.00	28.90	28.90	
P116	Point Aviation Pty. Ltd	525	103.14	0.00	0.00	0.00	103.14	
P058	Police Air Wing Support	430	156.42	0.00	0.00	0.00	156.42	
P086	Prestige Helicopters Pty Ltd	0	0.00	0.00	0.00	59.25	59.25	
P102	Prime Flight Pty Ltd	0	0.00	0.00	0.00	85.23	85.23	
A178	Principle Finance Pty Ltd	394	391.05	0.00	0.00	0.00	391.05	
P122	Priority Shark Bay Pty Ltd	0	0.00	0.00	77.39	0.00	77.39	Paid 4/9/23
P123	Pearla Pty Ltd	0	0.00	0.00	0.00	29.19	29.19	
R043	Rachlan Holdings Pty Ltd	191	22.00	0.00	0.00	0.00	22.00	
M236	RJ & S Mcconachy Pty Ltd	0	0.00	0.00	22.00	0.00	22.00	
B028	RL & MA Bell	0	0.00	0.00	0.00	13200.00	13200.00	
R071	Roadstone West Pty Ltd	0	0.00	0.00	0.00	40.80	40.80	
R118	Roesner, Mark Jeffrey	0	0.00	0.00	0.00	25.25	25.25	
RW01	Rotorwest Pty Ltd	109	52.31	92.41	55.28	0.00	200.00	
R009	Royal Aero Club Of WA	265	158.80	0.00	0.00	22.00	180.80	
R005	Royal Flying Doctor Service	0	0.00	0.00	0.00	14511.06	14511.06	
R006	Royal Mail Hotel	437	176.00	0.00	0.00	0.00	176.00	Previous Owner - Invoice has been resent
S23	Sandfire Resources NI	0	0.00	0.00	0.00	0.00	-108.36	
S157	Seneca 2 Pty Ltd	0	0.00	34.19	0.00	0.00	34.19	
S055	Shine Aviation Services	0	0.00	0.00	0.00	1314.05	1314.05	
W045	Simon Wilding	0	0.00	0.00	0.00	0.00	-25.05	
K068	Sirous Kousari	137	22.00	0.00	0.00	0.00	22.00	
S007	Skippers Aviation	0	0.00	0.00	0.00	3210.00	3210.00	
T077	Southern Airlines Pty Ltd	0	0.00	0.00	62.87	62.87	125.74	
S158	SRB Concepts Pty Ltd	0	0.00	0.00	22.00	0.00	22.00	
S078	Star Aviation Pty Ltd	0	0.00	0.00	0.00	61.23	61.23	

Debtor #	Name	Age Of Oldest Invoice (90 Days)	02.06.2023 GT 90 days	02.07.2023 GT 60 days	01.08.2023 GT 30 days	31.08.2023 Current	Total	Comment
S046	State Of WA - Police Air Wing	0	0.00	0.00	0.00	145.86	145.86	
S159	Sky Mountain Aviation Pty Ltd	0	0.00	0.00	0.00	39.67	39.67	
T082	Technology Metals Australia	0		0.00	0.00	686.96	686.96	
S154	Thomas Sprigg	637		0.00	0.00	0.00	16.50	
T040	Thomson Airborne Pty Ltd	0		0.00	0.00	56.25	56.25	
T076	TKQ Pty Ltd	0		0.00	0.00	28.45	28.45	Paid 4/9/23
J052	Tristan Lachlan Jenkin	0		22.00	0.00	0.00	22.00	
U013	United Aero Helicopters	0		0.00	0.00	0.00	-212.36	
U004	University Flying Club	394		0.00	0.00	0.00	22.00	
V034	Vango Mining Limited	437		176.00	0.00	0.00	352.00	Credit required Food Business Licence Don't own anymore
P081	WA Police Crime Prevention	265		0.00	0.00	0.00	312.84	
W112	Walter Whip & The Flames	1751		0.00	0.00	0.00	655.00	
W082	Weller, Mark Joseph	430		0.00	0.00	0.00	44.00	
W075	Westcoast Seaplanes Pty Ltd	0		0.00	0.00	0.00	-129.40	
W123	Western Sky Aircraft Pty Ltd	0		0.00	0.00	58.35	58.35	
W158	Ward's Heliwork Pty Ltd	0		0.00	0.00	22.00	22.00	
Y023	Youth Focus	0		0.00	0.00	2663.06	2663.06	
Y018	Yulella Incorporated	0		0.00	0.00	1477.51	1477.51	
	Totals --- Credit Balances:		-37172.70	9986.88	2959.51	177159.52	177826.33	

9.2.4 LIST OF ACCOUNTS ENDED AUGUST 2023

Applicant:	Nil	
File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	3 July 2023	
Author:	Peter Dittrich Deputy Chief Executive Officer	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature of Author</i>

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	\$538,065.93
Air BP	\$10,560.83
Trust	\$0.00
Total	\$548,626.76

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:

Seconded:

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

CARRIED / LOST

List of Accounts Due & Submitted to Committee

Aug-23

Type	Date	Name	Description	Municipal
Credit Card		Kelvin Matthews		
Direct Debit	05/07/2023	LG Professionals WA	CEO LG Pro Membership for the period 01/07/23 to 30/06/24	531.00
Direct Debit	11/07/2023	Skippers Aviation Pty Ltd	1 x Meekatharra to Perth return airfares for finance consultant on 21/07/23 and 16/10/23	403.97
				934.97
Credit Card		Peter Dittrich		
Direct Debit	07/07/2023	TVD The Vacuum Doctor	1 x clean water filter kit for P24 - Sundry Unregistered Plant	71.66
Direct Debit	20/07/2023	Department Of Transport	1 x vehicle registration renewal for P531 - Ford Ranger WSM	415.70
Direct Debit	21/07/2023	Starlink Australia Pty	1 x Starlink RV subscription for mobile Grader Camp	174.00
				661.36
Total Credit Cards				1,596.33

Chq/EFT	Date	Name	Description	Amount	AIR BP
EFT20976	03/08/2023	Child Support Agency	Payroll deductions	256.86	
EFT20977	03/08/2023	Dyynamic Sublimation WA Pty Ltd	200 x T-shirts for Meeka's Walk for Suicide Awareness on 15/10/23	7,898.00	
EFT20978	03/08/2023	Department Of Communities	Bond refund for hire of Sports Complex on 19/07/23	580.00	
EFT20979	03/08/2023	GPC Asia Pacific, t/as Napa Parts	Twin pack connectors	81.28	
EFT20980	03/08/2023	Grillex Pty Ltd	4 x 2m Integra, 1 x 2.37m Wheelchair Access, 1 x 2m Metro Table and Shelter Settings for Lions Park	19,772.50	
EFT20981	03/08/2023	Mark Smith Pty Ltd	Pump out 3 x septic tanks at Staff House - 101 Darlot St	8,410.91	
EFT20982	03/08/2023	Marketforce Pty Ltd	Advertising of differential rates 2023/24 in West Australian on 07/07/23	434.93	
EFT20983	03/08/2023	Murchison Country Zone Walga	2023-2024 Member subscription of Murchison Country Zone	2,800.00	
EFT20984	03/08/2023	Refuel Australia (Geraldton Fuel Company)	15,000L of diesel for Shire depot @ \$1.7854/L	26,781.00	

EFT20985	03/08/2023	RMH Mechanical Pty Ltd	P538 Maintenance & check over, P529 Maintenance & check over, P619 Degrease & wash all grease points, remove grease from mud flaps, check & adjust brakes if need. P620, P621 & P622 Same as P619. P513 1000 hour service. P522 Spitting out coolant past cap, not rubber in cap replaced with rubber found may need to order new cap if leaking still. P484 Breakdown call out, not building air strip compressor to clean, reassemble and let gasket glue set.	2,926.00
EFT20986	03/08/2023	Shire Of Meekatharra	Payroll deductions	1,380.00
EFT20987	03/08/2023	T J Sullivan Crane Hire	4 x hours crane hire to unload 4 x construction camps off the truck at Shire Depot on 08/07/23	1,100.00
EFT20988	03/08/2023	Western Australian Local Government Association - Walga	WALGA membership and subscriptions for 2023/24	37,600.74
EFT20989	03/08/2023	Wynne, Mandy (Sole Trader)	General accounting assistance for June 2023	1,584.44
EFT20990	04/08/2023	S.A. Hines Contracting	Install 6m electronic sliding gate at back of the Shire Administraion Building	17,094.00
EFT20991	11/08/2023	Abco Products	5 x cartons hand towels, 36 x 1L toilet cleaners for Public Toilets and 1 x scissor dust mop set for Youth Centre	1,810.26
EFT20992	11/08/2023	Airport Lighting Specialists (Research Engineers)	1 x PAPI lens, 1 x PAPI lens gasket and 1 x alignment of PAPI projector for Meekatharra Airport	466.95
EFT20993	11/08/2023	Ampac Debt Recovery (Wa) Pty Ltd	Debt collection charges for period ending 31/07/23	66.00
EFT20994	11/08/2023	Australia Post	Postage charges for period ending 31/07/23	177.53
EFT20995	11/08/2023	Bunnings Group Limited	Furnishings and supplies for Staff House - 107 Hill St	2,046.75
EFT20996	11/08/2023	Canine Control	Ranger services from 24/07/23 to 26/07/23	4,215.75
EFT20997	11/08/2023	Cloud Payment Group (Cloud Collections P/Ltd)	Debt collection fees for period ending 31/07/23	382.20
EFT20998	11/08/2023	Contract Property Services	Town maintenance contract from 01/07/23 to 31/07/23	14,620.43
EFT20999	11/08/2023	Department Of Local Government, Sport And Cultural Industries	3 x digitised Beringarra volumes	384.55
EFT21000	11/08/2023	Easifleet (Easi Salary)	Novated lease charges for Aug 23	1,213.06
EFT21001	11/08/2023	Eftsure Pty Ltd	Eftsure software service fee and subscription from 01/08/23 to 31/07/24	5,635.48
EFT21002	11/08/2023	Elite Electrical Contracting	Install 2 x air-conditioners at Staff House - Unit 4/8 Regan St	10,482.63
EFT21003	11/08/2023	Fujifilm Business Innovation Australia Pty Ltd	Office printing from 01/07/23 to 31/07/23	1,034.96
EFT21004	11/08/2023	IGA Meekatharra	Purchases for Jun 23	2,598.80
EFT21005	11/08/2023	Landgate	1 x Certificate of Title and 1 x Transfer of Land Act Document on 21/07/23	61.00

EFT21006	11/08/2023	Lo-Go Appointments	Contracting services of temporary Finance Officer for week ending 29/07/23	2,840.82
EFT21008	11/08/2023	Netstar Australia Pty Ltd	Monthly GPS tracker fees on P608 - Bore Boss Trailer - Aug 23	132.00
EFT21009	11/08/2023	Pracsys	50% payment on Cost Benefit Analysis for the Landor Meekatharra Road for Growing Regions Program application	2,475.00
EFT21010	11/08/2023	RMH Mechanical Pty Ltd	Replace air pressure regulator and repair to P484 - 14H Cat Grader, service to P533 - Ford Ranger and P521 - Mack Prime Mover and annual service to P401 - Airport Backup Genset	6,133.84
EFT21011	11/08/2023	Shire Of Mount Magnet	Contribution to the Murchison Geotourism Development Project 2023/24	21,350.00
EFT21012	11/08/2023	Toll Transport Pty Ltd (Team Global Express)	Freight for plant parts, uniforms and signs in Jul 23	248.62
EFT21013	11/08/2023	Westrac Equipment	1 x plug, 1 x lamp for P358 - 12H Cat Grader and 1 x bracket for P513 - Cat Padfoot Roller	592.92
EFT21014	11/08/2023	Wintersun Hotel-Motel Geraldton	1 x night accommodation for Outside Staff for picking up P527 - Ford Ranger from Geraldton on 10/07/23	179.00
EFT21015	22/08/2023	Child Support Agency	Payroll deductions	256.86
EFT21016	22/08/2023	Marketforce Pty Ltd	Advertising in The West Australian for Works and Services Manager on 01/07/23	534.77
EFT21017	22/08/2023	Shire Of Meekatharra	Payroll deductions	880.00
EFT21018	23/08/2023	Sandfire Resources Ltd	Rates refund for assessment A7967 E52/3479 NANNINE GOLD FIELD MEEKATHARRA WA 6642	6,004.91
EFT21019	23/08/2023	All Decor	Supply & install vinyl planks and versulux sheeting blinds to windows at Staff House - 1/39 Main street	12,276.00
EFT21020	23/08/2023	Australasian Cemeteries & Crematoria Association (ACCA)	Full membership renewal of ACCA for the period from 1/7/23 to 30/06/24	401.00
EFT21021	23/08/2023	Breeze Connect Pty Ltd	Subscription charges from 1/7/23 to 31/07/23	98.05
EFT21022	23/08/2023	Circuitwest Inc	Presenter fee for Show On The Go - Kalyakoorl and Ngalaka Warangka	2,750.00
EFT21023	23/08/2023	Dun Direct Pty Ltd (Dunnings)	52,000L of diesel for Meekatharra Airport 3/8/23	94,620.12
EFT21024	23/08/2023	Dyson Pools Pty Ltd	20% progress payment on swimming pool upgrade RFT2022/23-03	73,223.72
EFT21025	23/08/2023	Grants Empire	Final payment for Growing Regions EOI Landor Road	528.00
EFT21026	23/08/2023	Greenfield Technical Services	Prepare Road Asset Management and Valution Report as at 30/06/2023	5,775.00

EFT21027	23/08/2023	Good Things Australia Pty Ltd	Merchandise for Suicide Prevention Walk on 15/10/23	2,270.40
EFT21028	23/08/2023	Hoare, Robert	Rates refund for assessment A429	1,000.00
EFT21029	23/08/2023	Infinity Skate	2 x skateboard sessions held in winter school break	750.00
EFT21030	23/08/2023	It Vision Australia Pty Ltd	Annual subscription for online training 1/7/23	1,650.00
EFT21031	23/08/2023	Kulbardi Hill Consulting	Interpretive signage for Main street median strip murals streetscape art project	2,662.00
EFT21032	23/08/2023	Landgate	Title Search - Transaction No. 72353533	340.00
EFT21033	23/08/2023	LGIS WA	Fleet Protection motor vehicle claim MO0063556 - Member retained risk payment	300.00
EFT21034	23/08/2023	Lo-Go Appointments	Contracting services of temporary Finance Officer for week ending 5/8/23	2,744.59
EFT21035	23/08/2023	Local Government Professionals Australia WA	Community Development Conference Svenja Clare 14/15 September 23	1,200.00
EFT21036	23/08/2023	Local Health Authorities Analytical Committee (LHAAC)	Local health authority analytical committee sampling scheme 2023-24	509.30
EFT21037	23/08/2023	Mama Moon's Bakery	Morning tea for Darren's farewell	206.40
EFT21038	23/08/2023	Manjimup Toyota	Balance required for settlement for CESM - New Toyota RAV4, variance to original cost, trade in value given was current for that time. Toyota have had specification price increases on RAV4	4,859.26
EFT21039	23/08/2023	Mark Smith Pty Ltd	Supply and install new toilet suite, new wash trough and cabinet for Staff House - 1/8 Regan St	2,103.37
EFT21040	23/08/2023	Market Creations Agency Pty Ltd	Business cards for WSM Lawrence Hinrichs	176.00
EFT21041	23/08/2023	Meekatharra Cleaning And Gardening	Cleaning of various Shire properties 17/7/23 - 28/07/23	5,379.00
EFT21042	23/08/2023	Mt Magnet Meat Supply	Meat order for Naidoc events July 2023	150.00
EFT21043	23/08/2023	Spark Electrical Contracting	Yearly Gym equipment maintenance, repairs and recommendations	3,028.15
EFT21044	23/08/2023	Titanium Services Pty Ltd T/A Sheds n Homes	60% deposit on supply of shed and carport at Staff House - 81 Darlot St and Shire Administration office car park	12,312.00
EFT21045	23/08/2023	Uniforms At Work	Staff uniforms for CEO and SFO	835.85
EFT21046	23/08/2023	Western Communications	6 monthly fire equipment service for various Shire properties	3,953.79
DD14583.1	02/08/2023	Aware Super - Accumulation	Payroll deductions	7,915.16
DD14583.2	02/08/2023	Unisuper	Superannuation contributions	75.83
DD14583.3	02/08/2023	Australian Super	Payroll deductions	3,082.78
DD14583.4	02/08/2023	Australian Ethical Super	Superannuation contributions	969.23
DD14583.5	02/08/2023	Telstra Superannuation Scheme	Superannuation contributions	989.43
DD14583.6	02/08/2023	Retail Employees Superannuation Trust (Rest)	Superannuation contributions	1,754.48

DD14583.7	02/08/2023	Netwealth Superannuation	Superannuation contributions	1,024.80	
DD14583.8	02/08/2023	AMP Superleader Super Directions Fund	Superannuation contributions	26.95	
DD14583.9	02/08/2023	Colonial First State	Superannuation contributions	279.40	
DD14619.1	16/08/2023	Aware Super - Accumulation	Payroll deductions	8,782.81	
DD14619.2	16/08/2023	Unisuper	Superannuation contributions	41.71	
DD14619.3	16/08/2023	Australian Super	Payroll deductions	2,613.27	
DD14619.4	16/08/2023	Australian Ethical Super	Superannuation contributions	969.23	
DD14619.5	16/08/2023	Telstra Superannuation Scheme	Superannuation contributions	989.43	
DD14619.6	16/08/2023	Retail Employees Superannuation Trust (Rest)	Superannuation contributions	1,732.35	
DD14619.7	16/08/2023	Netwealth Superannuation	Superannuation contributions	1,062.85	
DD14619.8	16/08/2023	Hostplus	Superannuation contributions	858.85	
DD14619.9	16/08/2023	AMP Superleader Super Directions Fund	Superannuation contributions	65.45	
DD14621.1	18/08/2023	Horizon Power	Electricity charges for Unit 1/Lot 99991 Aerodrome Rd for 29 Days from 04/07/23 to 01/08/23	1,922.15	
DD14624.1	17/08/2023	Horizon Power	Electricity charges for 270 x Streetlights for 31 Days from 1/07/23 to 31/07/23	6,262.84	
DD14626.1	21/08/2023	BP Oil (Air BP)	AVGAS purchase Jul 23		10,560.83
DD14637.1	30/08/2023	Aware Super - Accumulation	Payroll deductions	9,390.70	
DD14637.2	30/08/2023	Australian Super	Payroll deductions	2,823.47	
DD14637.3	30/08/2023	Australian Ethical Super	Superannuation contributions	969.23	
DD14637.4	30/08/2023	Telstra Superannuation Scheme	Superannuation contributions	989.43	
DD14637.5	30/08/2023	Retail Employees Superannuation Trust (Rest)	Superannuation contributions	1,775.05	
DD14637.6	30/08/2023	Hostplus	Superannuation contributions	729.78	
DD14637.7	30/08/2023	AMP Superleader Super Directions Fund	Superannuation contributions	130.90	
DD14637.8	30/08/2023	Colonial First State	Superannuation contributions	316.69	
DD14637.9	30/08/2023	Unisuper	Superannuation contributions	56.88	
DD14640.1	31/08/2023	Horizon Power	Electricity expenses from 16/06/23 to 14/08/23	25,260.79	
DD14643.1	31/08/2023	Horizon Power	Electricity charges for 102 Darlot St for 60 Days from 16/06/23 to 14/08/23	312.10	
DD14583.10	02/08/2023	Hostplus	Superannuation contributions	388.43	
DD14619.10	16/08/2023	Colonial First State	Superannuation contributions	279.40	

This schedule of accounts paid under delegated authority covers:



TOTALLING \$548,626.76 and was submitted to each member of Council on Saturday 16 September 2023

\$538,065.93 \$10,560.83

**KELVIN MATTHEWS
CHIEF EXECUTIVE OFFICER**

9.3 ADMINISTRATION

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

Applicant:	Nil	
File Ref:	EM.NO.001	
Disclosure of Interest:	Nil	
Date of Report:	8 September 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 mining application(s) requests as listed in Comments below.

Attachments:

Copies of Application listed as follows:

1. Mining Tenement Application for Miscellaneous Licence 51/0134 and Tengraph Map from McMahon Mining Title Services on behalf of KOP Ventures Pty Ltd.
2. Mining Tenement Application for Mining Lease 52/1090 and Tengraph Map from Aragon Resources Pty Ltd & Scott Walter Wilson on behalf of Westgold Resources Ltd.
3. Mining Tenement Application for Miscellaneous Licence L51/125 and General Purpose Lease G51/32 with Tengraph Maps from the Department of Planning, Lands and Heritage on behalf of KOP Ventures 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 are situated as follows:

1. Mining Tenement Application for Miscellaneous Licence 51/0134 and Tengraph Map from McMahon Mining Title Services on behalf of KOP Ventures Pty Ltd located at Kyarra.
2. Mining Tenement Application for Mining Lease 52/1090 and Tengraph Map from Aragon Resources Pty Ltd & Scott Walter Wilson on behalf of Westgold Resources Ltd located at Peak Hill.
3. Mining Tenement Application for Miscellaneous Licence L51/125 and General Purpose Lease G51/32 with Tengraph Maps from the Department of Planning, Lands and Heritage on behalf of KOP Ventures Pty Ltd located at Gabanintha. Both applications advise they will impact on
 - Unmanaged “Cemetery” Reserve 4548,
 - Unmanaged “Racecourse” Reserve 5847, and

- Unmanaged “Common” Reserve 10597.

Comment:

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

Consultation:

- McMahon Mining Title Services by correspondence.
- Aragon Resources Pty Ltd by correspondence.
- Department of Planning, Lands and Heritage by email 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:

Seconded:

That Council approve the following Applications from:

- 1. Mining Tenement Application for Miscellaneous Licence 51/0134 and Tengraph Map from McMahon Mining Title Services on behalf of KOP Ventures Pty Ltd located at Kyarra.**
- 2. Mining Tenement Application for Mining Lease 52/1090 and Tengraph Map from Aragon Resources Pty Ltd & Scott Walter Wilson on behalf of Westgold Resources Ltd located at Peak Hill.**
- 3. Mining Tenement Application for Miscellaneous Licence L51/125 and General Purpose Lease G51/32 with Tengraph Maps from the Department of Planning, Lands and Heritage on behalf of KOP Ventures Pty Ltd.**

CARRIED / LOST

SHIRE OF MEEKATHARRA
File No: <u>EM NO 001</u>
24 AUG 2023
Officer: <u>CEO</u>
Action Req'd:
Delegated To: <u>Council Agenda</u>

21 August 2023

Shire of Meekatharra
PO Box 129
MEEKATHARRA WA 6642

Attention: Chief Executive Officer

**Registered Post:
RPP44 63800 09400 49228 56604**

Dear Sir/Madam,

RE: APPLICATIONS FOR MISCELLANEOUS LICENCE 51/0134

On behalf of our client, The Kop Ventures Pty Ltd, an application has been made for the above-mentioned Miscellaneous Licence.

In accordance with the requirements set out in the *Mining Act 1978* (WA), notification must be forwarded to the appropriate local government authority affected by the application.

As the land affected lies within your shire, please find attached a copy of the application and a plan showing the area of the application.

Should you have any queries, please do not hesitate to contact our office.

Yours faithfully



Hayden R Hennessy
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
- (b) Time & Date marked out (where applicable)
- (c) Mineral Field

(a) Miscellaneous Licence	No. L 51/134
(b) a.m./p.m. / /	(c) MURCHISON

- For each applicant:
- (d) Full Name and ACN/ABN
- (e) Address
- (f) No. of shares
- (g) Total No. of shares

(d) and (e) THE KOP VENTURES PTY LTD (ACN: 604 932 676) C/- MCMAHON MINING TITLE SERVICES PTY LTD, PO BOX 6301, EAST PERTH, WA, 6892	(f) Shares 100
(g) Total 100	

DESCRIPTION OF GROUND APPLIED FOR:
(For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)

- (h) Locality
- (i) Datum Peg
- (j) Boundaries

(h) KYARRA	(i) All coordinates situated in GDA Zone 50 Datum situated at 7029759.024 mN 660623.366 mE
(j)	Thence 7029148.938 mN 660616.365 mE Thence 7029143.359 mN 660945.638 mE Thence 7028470.156 mN 661050.492 mE Thence 7028448.041 mN 660829.297 mE Thence 7028169.338 mN 660670.037 mE Thence 7027905.021 mN 660561.250 mE Thence 7027352.234 mN 660477.315 mE Thence 7027232.338 mN 660477.315 mE Thence 7027082.789 mN 660645.176 mE Thence 7026581.161 mN 660209.952 mE Thence 7026525.722 mN 660142.905 mE Thence 7026691.408 mN 660530.954 mE Thence 7026842.118 mN 660938.175 mE Thence 7026963.913 mN 661265.618 mE Thence 7026789.508 mN 661291.782 mE Thence 7026716.543 mN 661142.219 mE Thence 7026849.086 mN 661128.267 mE Thence 7026467.154 mN 660174.289 mE Thence 7026378.202 mN 660120.229 mE Thence 7025825.355 mN 659781.885 mE Thence 7025734.663 mN 659684.222 mE Thence 7025545.811 mN 659509.723 mE Thence 7025056.241 mN 658995.339 mE Thence 7025319.778 mN 658845.067 mE Thence 7025483.274 mN 658757.867 mE Thence 7025371.557 mN 658695.190 mE Thence 7025273.447 mN 658588.910 mE Thence 7025075.427 mN 658336.100 mE Thence 7024947.313 mN 658176.254 mE Thence 7024837.446 mN 658034.987 mE Thence 7024333.418 mN 657394.928 mE Thence 7024237.498 mN 657351.332 mE Thence 7024136.348 mN 657304.240 mE Thence 7024142.187 mN 657574.267 mE Thence 7024142.187 mN 657850.313 mE Thence 7024145.067 mN 658636.670 mE Thence 7024029.960 mN 658434.366 mE Thence 7024045.657 mN 658233.802 mE Thence 7023860.794 mN 658240.778 mE Thence 7023866.753 mN 658015.024 mE Thence 7024053.705 mN 658016.656 mE Thence 7024043.087 mN 657068.170 mE Thence 7023671.483 mN 656884.139 mE Thence 7023434.361 mN 656813.357 mE Thence 7023193.750 mN 656901.241 mE Thence 7022972.335 mN 656809.275 mE Thence 7022615.568 mN 656672.905 mE Thence 7022491.703 mN 656616.660 mE Thence 7022268.509 mN 656744.413 mE Thence 7022301.642 mN 656944.977 mE Thence 7022324.707 mN 657111.601 mE Thence 7022228.717 mN 657140.618 mE Thence 7022198.583 mN 657049.097 mE Thence 7022271.128 mN 657032.350 mE Thence 7022205.052 mN 656758.720 mE Thence 7021946.674 mN 656485.683 mE Thence 7021518.991 mN 656497.038 mE Thence 7021221.962 mN 656497.038 mE

Thence 7021154.086 mN 656432.234	mE
Thence 7020676.233 mN 656433.611	mE
Thence 7020386.702 mN 656433.611	mE
Thence 7020283.463 mN 656440.306	mE
Thence 7020199.530 mN 656440.306	mE
Thence 7020148.260 mN 656442.129	mE
Thence 7020001.450 mN 656447.414	mE
Thence 7019589.474 mN 656444.569	mE
Thence 7019162.541 mN 656440.389	mE
Thence 7018721.651 mN 656434.806	mE
Thence 7018621.391 mN 656431.896	mE
Thence 7018360.294 mN 656422.248	mE
Thence 7018366.573 mN 656244.451	mE
Thence 7018382.620 mN 655857.185	mE
Thence 7018410.524 mN 655240.503	mE
Thence 7018418.892 mN 655059.128	mE
Thence 7018441.218 mN 654502.434	mE
Thence 7018455.165 mN 654223.395	mE
Thence 7018610.733 mN 654251.917	mE
Thence 7018591.897 mN 656298.074	mE
Thence 7019930.085 mN 656356.108	mE
Thence 7020132.213 mN 655671.621	mE
Thence 7020070.826 mN 655608.837	mE
Thence 7020095.941 mN 655453.971	mE
Thence 7020168.136 mN 655485.801	mE
Thence 7020255.338 mN 655204.576	mE
Thence 7020344.720 mN 655256.896	mE
Thence 7020364.336 mN 655538.120	mE
Thence 7021013.984 mN 655854.225	mE
Thence 7021426.010 mN 656026.447	mE
Thence 7021933.957 mN 656061.327	mE
Thence 7022011.571 mN 656022.959	mE
Thence 7021899.064 mN 655516.706	mE
Thence 7021715.771 mN 655412.149	mE
Thence 7021657.613 mN 655377.409	mE
Thence 7021672.910 mN 655326.425	mE
Thence 7021684.048 mN 655290.976	mE
Thence 7021734.347 mN 655318.566	mE
Thence 7021840.076 mN 655378.571	mE
Thence 7021933.357 mN 655430.982	mE
Thence 7021914.781 mN 655495.992	mE
Thence 7022045.094 mN 655839.324	mE
Thence 7022470.837 mN 655999.343	mE
Thence 7022709.429 mN 656088.638	mE
Thence 7022865.877 mN 656144.355	mE
Thence 7023109.468 mN 656235.076	mE
Thence 7023392.350 mN 656338.660	mE
Thence 7023595.229 mN 656415.808	mE
Thence 7023745.238 mN 656417.235	mE
Thence 7023825.962 mN 656418.661	mE
Thence 7023867.393 mN 656420.096	mE
Thence 7023994.547 mN 656422.949	mE
Thence 7024230.279 mN 656430.098	mE
Thence 7024225.280 mN 656836.560	mE
Thence 7024299.035 mN 656913.882	mE
Thence 7024490.306 mN 657113.011	mE
Thence 7024618.890 mN 657001.576	mE
Thence 7024820.339 mN 656829.420	mE
Thence 7025072.498 mN 657205.166	mE
Thence 7025220.368 mN 657423.755	mE
Thence 7025190.364 mN 657122.296	mE
Thence 7025174.647 mN 656937.993	mE
Thence 7025144.653 mN 656622.968	mE
Thence 7025043.924 mN 656537.962	mE
Thence 7024969.629 mN 656509.390	mE
Thence 7024955.292 mN 656405.253	mE
Thence 7024992.494 mN 656309.371	mE
Thence 7025261.089 mN 656526.533	mE
Thence 7025285.375 mN 656782.270	mE
Thence 7025318.048 mN 657121.924	mE
Thence 7025363.959 mN 657600.200	mE
Thence 7025530.395 mN 657818.072	mE
Thence 7025669.696 mN 657997.377	mE
Thence 7025411.639 mN 658203.466	mE
Thence 7025542.372 mN 658366.849	mE
Thence 7025620.506 mN 658462.154	mE
Thence 7025819.706 mN 658304.370	mE
Thence 7026043.840 mN 658121.313	mE
Thence 7026126.873 mN 657953.444	mE
Thence 7026187.601 mN 657841.828	mE

Thence 7026230.462 mN 657898.972 mE
 Thence 7026163.486 mN 658057.028 mE
 Thence 7026089.211 mN 658231.073 mE
 Thence 7025815.247 mN 658460.629 mE
 Thence 7025932.253 mN 658597.312 mE
 Thence 7026182.952 mN 658483.948 mE
 Thence 7026527.942 mN 658526.464 mE
 Thence 7026731.620 mN 658561.368 mE
 Thence 7026886.489 mN 658452.540 mE
 Thence 7027087.398 mN 658322.783 mE
 Thence 7027225.550 mN 658236.523 mE
 Thence 7027356.353 mN 658138.423 mE
 Thence 7027476.249 mN 658044.676 mE
 Thence 7027550.613 mN 658163.729 mE
 Thence 7027648.274 mN 658324.177 mE
 Thence 7027734.776 mN 658463.696 mE
 Thence 7027711.371 mN 658488.904 mE
 Thence 7027602.233 mN 658561.368 mE
 Thence 7027501.773 mN 658636.711 mE
 Thence 7027401.694 mN 658710.099 mE
 Thence 7027266.291 mN 658524.279 mE
 Thence 7027175.300 mN 658388.362 mE
 Thence 7027062.283 mN 658460.909 mE
 Thence 7026867.343 mN 658576.598 mE
 Thence 7027102.785 mN 658683.423 mE
 Thence 7027270.650 mN 658853.461 mE
 Thence 7027434.147 mN 659108.530 mE
 Thence 7027538.056 mN 659258.975 mE
 Thence 7027574.329 mN 659320.357 mE
 Thence 7027533.867 mN 659355.245 mE
 Thence 7027497.594 mN 659374.771 mE
 Thence 7027425.039 mN 659254.786 mE
 Thence 7027288.087 mN 659045.309 mE
 Thence 7027179.089 mN 658868.724 mE
 Thence 7026987.248 mN 658722.665 mE
 Thence 7026740.898 mN 658639.819 mE
 Thence 7026451.637 mN 658600.586 mE
 Thence 7026272.884 mN 658578.784 mE
 Thence 7026052.418 mN 658652.584 mE
 Thence 7025867.986 mN 658788.789 mE
 Thence 7026618.603 mN 659624.513 mE
 Thence 7026799.986 mN 659808.684 mE
 Thence 7026926.950 mN 659931.465 mE
 Thence 7026997.486 mN 660002.313 mE
 Thence 7027169.381 mN 660098.303 mE
 Thence 7027324.579 mN 660178.420 mE
 Thence 7027299.475 mN 660297.011 mE
 Thence 7027980.056 mN 660362.302 mE
 Thence 7028519.166 mN 660114.514 mE
 Thence 7028902.028 mN 660556.294 mE
 Thence 7028864.876 mN 660942.678 mE
 Thence 7029111.826 mN 660910.593 mE
 Thence 7029127.173 mN 660584.107 mE
 Thence 7029741.068 mN 660571.549 mE
 Thence 7029563.924 mN 660379.940 mE
 Thence 7029250.277 mN 660039.510 mE
 Thence 7029457.885 mN 659848.644 mE
 Thence 7029943.926 mN 660464.394 mE
 Back to Datum

Purposes: a bore , a bore field , a communications facility , a drainage channel , a pipeline , a power generation and transmission facility , a power line , a pump station , a road , a search for groundwater and taking water.

(k) Area (ha or km²)

(k) 799.00000 HA

(l) Signature of applicant or agent(if agent state full name and address)

(l) *Hayden Hennessy*
 SE 1, LEVEL 1, 1 ADELAIDE TERRACE,
 EAST PERTH, WA, 6004

Date: 10/08/2023

OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 14th day of September 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 11:22:21 on 10 August 2023 with fees of

Application	\$638.00
Rent	\$19,176.00
TOTAL	\$19,814.00
Receipt No:	35970791460

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.



Pending Application

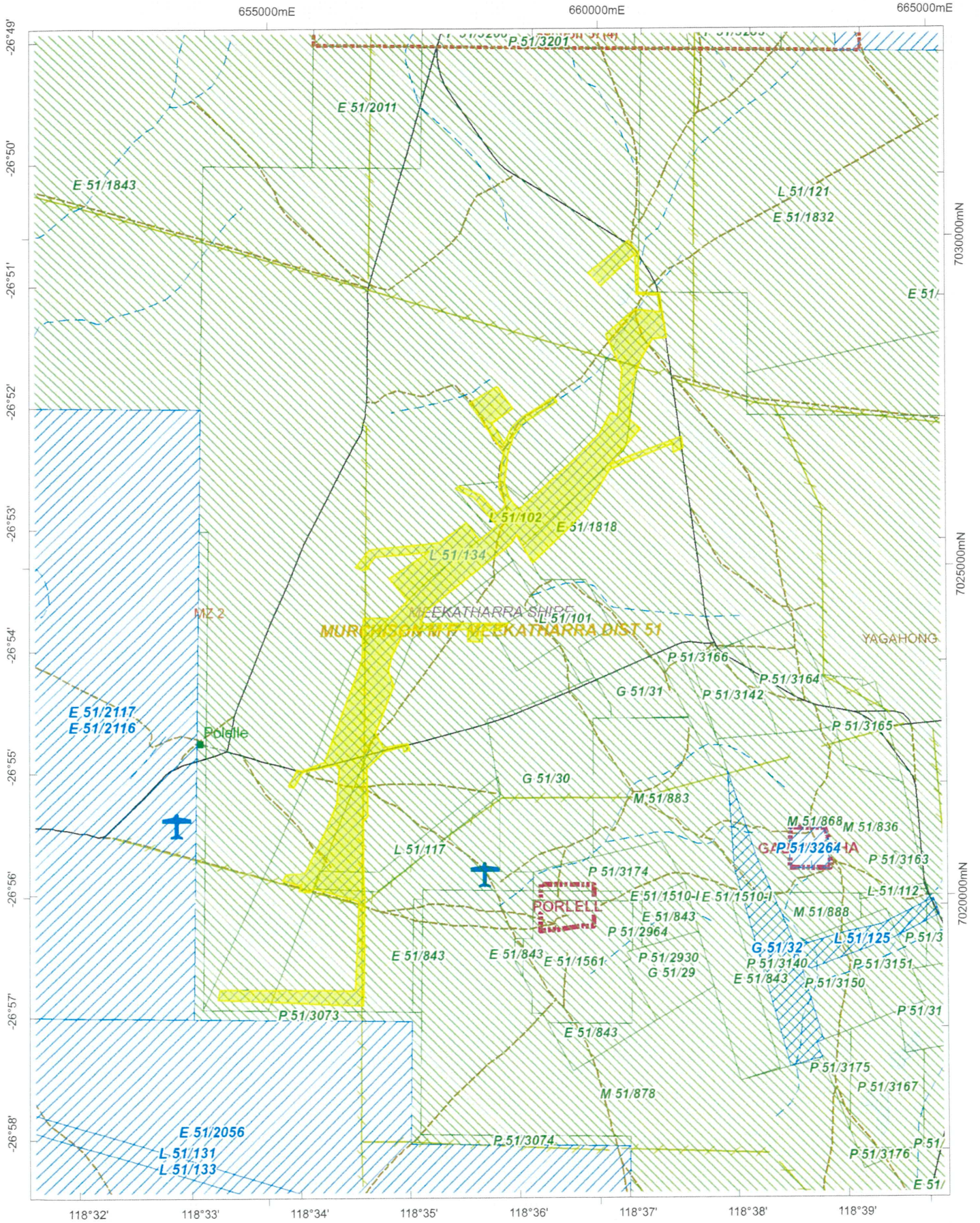


Live Tenement



Application over Live Tenement

L 51/134 , Quick Appraisal Plan



This plan has been compiled from various data sources received from a number of agencies and with information supplied by applicants for mining tenements. No responsibility is accepted for any error or omission. The Commonwealth of Australia (c) 2002, through Geoscience Australia and the Department of Defence, maintains copyright over those parts of the topographic data it has provided for display in TENGRAPH. Users wishing to use the data in its unaltered form should contact Geoscience Australia at www.ga.gov.au. Confirmation of the extent and composition of any Native Title Claims should be sought from the Native Title Spatial Services Landgate. Enclosed Pastoral Lease land and Pre 1994 mining confined to Nhamwanga Wajarn and Ngartawanga ILUA Native Title determination boundary.

Scale: 1:72,224





Aragon Resources Pty Ltd | ABN 63 114 714 662
Level 6, 200 St Georges Terrace,
Perth WA 6000
PO Box 7068
Cloisters Square WA 6850
T: +61 8 9462 3400
E: compliance@westgold.com.au
W: www.westgold.com.au

29 August 2023

Chief Executive Officer
Shire of Meekatharra
PO Box 129
Meekatharra WA 6642

SHIRE OF MEEKATHARRA
File No: <u>EM-NO.001</u>
04 SEP 2023
Officer: <u>CEO</u>
Action Req'd:
Delegated To:

Dear Sir/Madam,

APPLICATION FOR MINING LEASE 52/1090 BY ARAGON RESOURCES PTY LTD & SCOTT WALTER WILSON

Application for Mining Lease 52/1090 (**Application**) was applied for by Aragon Resources Pty Ltd and Scott Walter Wilson (**Applicants**). Aragon Resources Pty Ltd is a subsidiary company of Westgold Resources Limited.

The Application is within the Shire of Meekatharra. Pursuant to Regulation 64A of the *Mining Regulations 1981 (WA)*, the Applicant is required to provide notice of the Application to the Chief Executive Officer of the local government. **Enclosed** is a copy of the Application and map for your information and records.

If you have any queries regarding this matter, please do not hesitate to contact our office.

Regards,

Shane Gibson
Senior Compliance Officer

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) Mining Lease	No. M 52/1090
(b) Time & Date marked out (where applicable)	(b) 22/08/2023 11:50:00	(c) PEAK HILL
(c) Mineral Field		
For each applicant:	(d) and (e)	(f) Shares
(d) Full Name and ACN/ABN	ARAGON RESOURCES PTY LTD (ACN: 114 714 662) LEVEL 6, 200 ST GEORGES TERRACE, PO BOX 7068, CLOISTERS SQUARE PO, WA, 6850	85
(e) Address	WILSON, Walter Scott	15
(f) No. of shares	C/- 7 HASTIE COURT, KALGOORLIE, WA, 6430	
(g) Total No. of shares		(g) Total 100
DESCRIPTION OF GROUND APPLIED FOR: (For Exploration Licences see Note 1. For other Licences see Note 2. For all Licences see Note 3.)	(h) Peak Hill (i) Datum is situated at GDA94, Zone 50 at coordinates 670584.544mE 7150780.807mN (j) Thence proceed to coordinates 670172.442mE 7150906.755mN Thence proceed to coordinates 668554.815mE 7151400.988mN Thence proceed to coordinates 668390.420mE 7150929.567mN Thence proceed to coordinates 667162.348mE 7150945.148mN Thence proceed to coordinates 667185.678mE 7152791.300mN Thence proceed to coordinates 668857.836mE 7152770.070mN Thence proceed to coordinates 668986.669mE 7152768.425mN Thence proceed to coordinates 669331.631mE 7152339.320mN Thence proceed to coordinates 669958.065mE 7151560.094mN Thence proceed to coordinates 670317.748mE 7151112.679mN Thence proceed to coordinates 670486.548mE 7150902.709mN Thence proceed to coordinates 670584.544mE 7150780.807mN back to datum. This application is a Conversion of P52/1600 and Portion of E52/2471 The application is a Conversion of P 52/1600 and E 52/2471 . Minerals: Gold	
(h) Locality		
(i) Datum Peg		
(j) Boundaries		
(k) Area (ha or km ²)	(k) 432.87000 HA	
(l) Signature of applicant or agent (if agent state full name and address)	(l) <i>Shane Gibson</i> LEVEL 6, 200 ST GEORGES TERRACE, PERTH, WA, 6000	Date: 24/08/2023

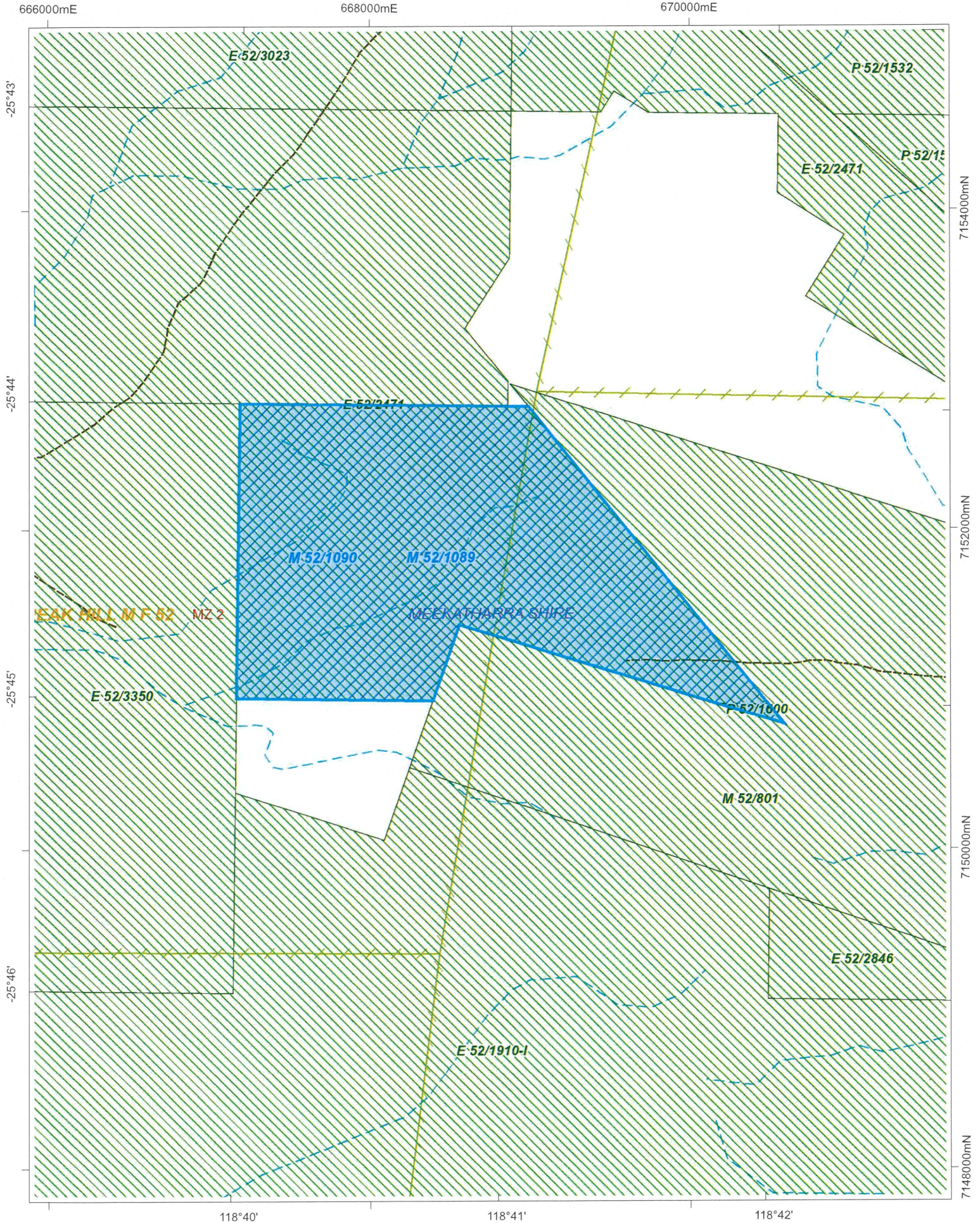
OFFICIAL USE

A NOTICE OF OBJECTION may be lodged at any mining registrar's office on or before the 28th day of September 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	12:59:37	on	24 August	2023	with fees of
Application	\$638.00				
Rent	\$11,258.00				
TOTAL	\$11,896.00				
Receipt No:	36350619912				

Mining Registrar



This plan has been compiled from various data sources received from a number of agencies and with information supplied by applicants for mining tenements. It is not intended to be used for any purpose other than that for which it was prepared. The Commonwealth of Australia (c) 2006. This map is provided for display in TENGRAPH. Users wishing to use the data in its unaltered form should contact Geoscience Australia at www.ga.gov.au. Confirmation of the extent and composition of any Native Title Claims should be sought from the Native Title Spatial Services Landgate. Enclosed Pastoral Lease land and Pre 1994 mining confined to Nhamwonga Wajarri and Ngarlwinngga LJA. Native Title determination boundary.



From: Dave Foster <Dave.Foster@dplh.wa.gov.au>
Sent: Thursday, 7 September 2023 12:23 PM
To: Customer Service <cso@meekashire.wa.gov.au>
Cc: Dean Crothers <Dean.Crothers@dplh.wa.gov.au>; Camille Gardiner <Camille.Gardiner@dplh.wa.gov.au>
Subject: FW: Application for Miscellaneous Licence 51/125 and General Purpose Lease 51/32 over Reserves 5847, 4548 and 10597 - Shire of Meekatharra

OFFICIAL

DPLH Reference: Case 2300382

Lands File: L05439-1898

Good morning Shire of Meekatharra,

The Hon. Minister for Mines and Petroleum via the Department of Mines, Industry Regulation and Safety (DMIRS) has requested the comments of the Minister for Lands regarding the proposed grant of Miscellaneous Licence L51/125 and General Purpose Lease G51/32, pursuant to the provisions of the *Mining Act 1978*, to KOP Ventures Pty Ltd.

The proposed grant of the above Mining Act tenements is situated outside of the Gabanintha townsite which is within the Shire of Meekatharra Local Government area. The proposed grants will impact upon;

1. Unmanaged "Cemetery" Reserve 4548,
2. Unmanaged "Racecourse" Reserve 5847, and
3. Unmanaged "Common" Reserve 10597.

The boundaries of Miscellaneous Licence L51/125 are depicted in red on the enclosed graphic.

The boundaries of General Purpose Lease G51/32 are depicted in yellow on the enclosed graphic, and

The portions of Reserve 4548, Reserve 5847 and Reserve 10597 are depicted in blue on the enclosed graphic.

I make reference to the email below, dated 27 February 2023, in which the comments of the Shire of Meekatharra (Shire) have been requested regarding the proposed grant of Miscellaneous Licence L51/125 and General Purpose Lease G51/32 have been requested.

A response from the Shire remains outstanding and the DMIRS has enquired about the progress of its request for comments from the Minister for Lands.

As such, it will be appreciated if the Shire can provide any comments it may wish to make regarding the proposed grants of Mining Act tenure as soon as is practicable.

Kind regards,

Dave Foster

Project Officer | Land Management Central

Department of Planning, Lands and Heritage

140 William Street, Perth WA 6000

wa.gov.au/dplh | 6552 4557



The Department is responsible for planning and managing land and heritage for all Western Australians – **now and into the future**

Legend

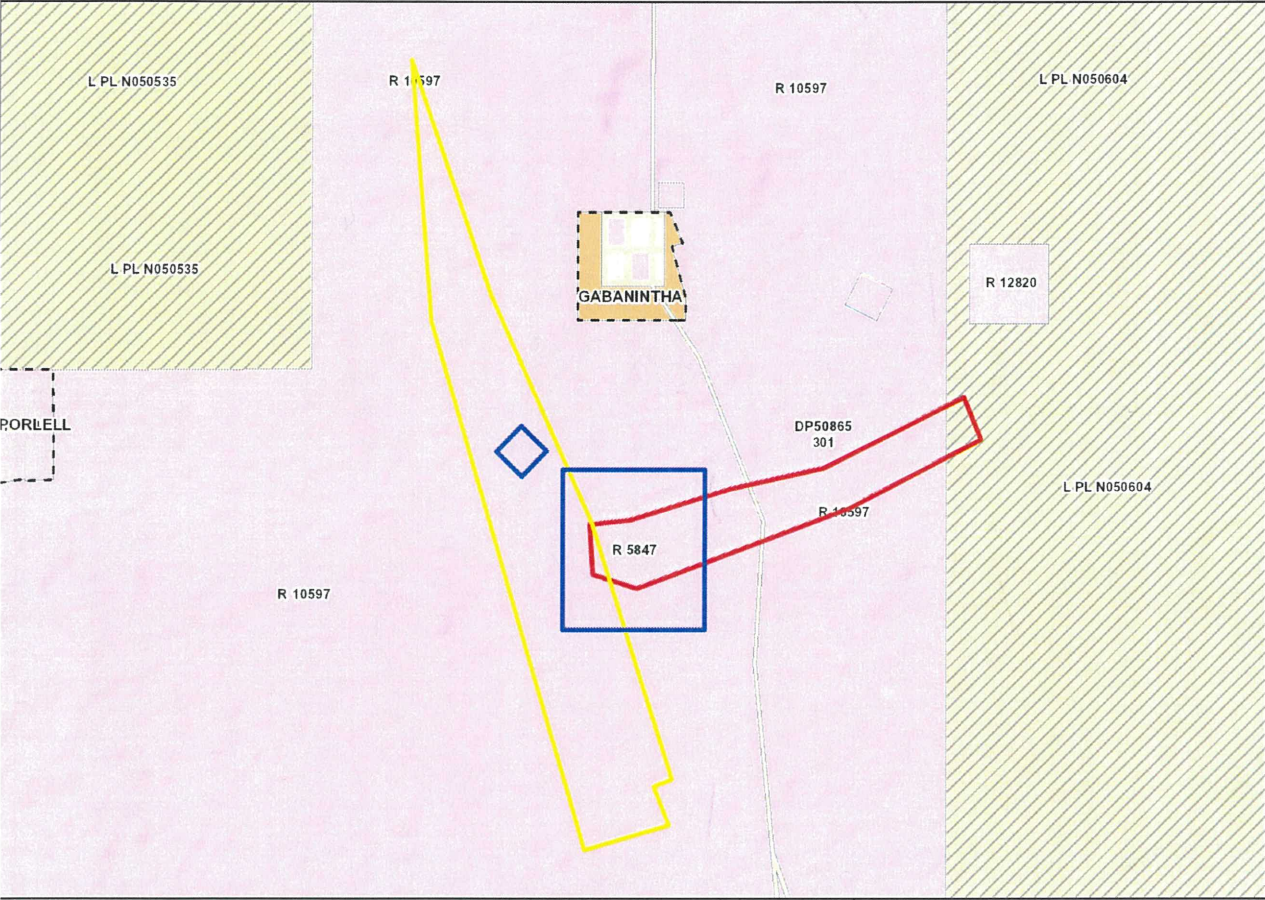
- Townsites
- Cadastre (View 2)
- Land Tenure Small Scale ALL
 - Crown Allotment (Type 2)
 - Lot on Survey (Type 1)
- Lease
- Reserve
- Land Tenure Small Scale 64K
 - Public Road
 - Unallocated Crown Land
 - Reserve
- Land Tenure Small Scale 16K
 - Crown Allotment (Type 2)
 - Lot on Survey (Type 1)
 - Public Road
 - Reserve

Notes:

- * The data that appears on the map may be out of date, not intended to be used at the scale displayed, or subject to license agreements. The map should only be used in matters related to Department of Planning, Lands and Heritage business.
- * This map is not intended for measurement purposes.

Map was produced using DPLH's InQuery.

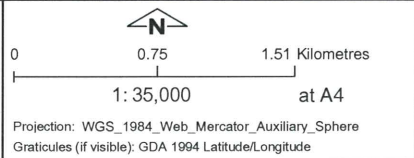
Date produced: 14-Feb-2023





Townsite Map - L 51_125 (outlined red), G 51_32 (outlined yellow),
Reserve 5847 (outlined blue) and Lot 300 on DP 257204 being Reserve 4548 (outlined blue)

DPLH BUSINESS USE ONLY

Internal Spatial Viewer



9.3.2 APPOINTMENT OF ACTING CHIEF EXECUTIVE OFFICER

Applicant:	Nil	
File Ref:		
Disclosure of Interest:	Nil	
Date of Report:	10 August 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 appointing the Deputy Chief Executive Officer as Acting Chief Executive Officer during the absence of the Chief Executive Officer on annual leave.

Attachments:

Policy 2.18 extract.

Background:

Council is advised that the Chief Executive Officer (CEO) will be absent from the workplace on approved annual leave for the period 22nd of December 2023 to the 29th of January 2024 inclusive.

Comment:

In accordance with Council Policy 2.17, during any extended periods of leave a person must be appointed Acting Chief Executive Officer to perform the duties of the CEO to enable the efficient functioning of the local government's administration. The CEO seeks Councils approval to appoint the Deputy Chief Executive Officer (DCEO) as Acting Chief Executive Officer (A/CEO) for the period of this leave. These dates being:

- 22nd of December 2023 to 29th of January 2024 inclusive.

The approved annual leave period includes the public holidays of Christmas and Boxing Day (25th and 26th of December 2023), New Years Day (1st of January 2024) and Australia Day (26th of January 2024) and therefore the annual leave is for a duration of more than ten (10) days with Councils Policy 2.18 being applicable. Councils Ordinary Council Meeting (OCM) is scheduled for Saturday 20th of January 2024 during this period.

Consultation:

Shire President and DCEO.

Statutory Environment:

Section 5.39C of the Local Government Act 1995.

Policy Implications:

Council 2019 Policy 2.18 noting that all appointments by Council of an acting CEO must be approved by an absolute majority.

Budget/Financial Implications:

Higher duties are applicable to the A/CEO appointment for the period of leave.

Strategic Implications:

Nil

Voting Requirements:

Absolute Majority

Officers Recommendation / Council Resolution:

Moved:

Seconded:

That Council approve the appointment of the Deputy Chief Executive Officer as Acting Chief Executive Officer during the absence of the Chief Executive Officer on annual leave for the period 22nd of December 2023 to 29th of January 2024 inclusive, and that higher duties be paid to the A/CEO appointment for the above period.

CARRIED / LOST

02.17 – Appointment of an Acting Chief Executive Officer

Section: Staff

History:

- Adopted: 17 April 2021
 - Reviewed & Amended: 18 May 2023
-

OBJECTIVE:

To outline the process for the appointment of an Acting Chief Executive Officer in expected and unexpected circumstances in accordance with section 5.39C. Local Government Act 1995

POLICY:

Policy for temporary employment or appointment of CEO.

Section 5.39C of the Local Government Act 1995 prescribes that:

A local government must prepare and adopt a policy that sets out the process to be followed by the local government in relation to the following –*

- the employment of a person in the position of CEO for a term not exceeding 1 year;*
- the appointment of an employee to act in the position of CEO for a term not exceeding 1 year.*

*** Absolute majority required.**

An application for annual leave, long service leave or any other extended period of absence made, or by the CEO is to be approved by Council. Approval cannot be unreasonably withheld.

During the extended periods of leave a person must be appointed Acting Chief Executive Officer, to perform the duties of the CEO to enable the efficient functioning of the local government's administration.

The Acting CEO can be a Shire Manager if it is deemed the person has the necessary skills and knowledge, subject to officer performance and dependent on availability and operational requirements. Council's prefers to appoint internally for the Acting CEO role however if this is not practicable a person external to the Shire may be appointed to the role.

Often for short periods of absence (eg. up to say 7 days) no acting CEO is appointed (the CEO checks emails and remains on call, if required, for any urgent statutory duties, decisions or actions).

For periods of leave up to 10 working days a Manager may be appointed to the role of Acting CEO at the discretion of the CEO, in consultation with the Shire President and in accordance with Delegation 03.01. The appointment to the role of Acting CEO must be made in writing by the CEO. Where the CEO appoints a Manager or other person to the position of Acting CEO, the CEO is to advise Council in writing (eg. email or text) of the appointment and the period to which the appointment covers.

If the CEO is not satisfied that any Manager or other employee has the required skills and knowledge to fulfil the role of Acting CEO then in consultation with the Shire President an external appointment may be made.

A Council resolution is needed to appoint an Acting CEO to fulfil the duties and exercise the powers of the CEO for any period of leave exceeding 10 working days.

In accordance with Local Government Act 1995 – Section 5.39(1a) an employee may act in the position of a CEO for a term not exceeding one year without a written contract for the position in which he or she is acting.

Unexpected leave

In an unplanned event such as the CEO:



- takes unexpected leave
- is incapacitated
- is unable to perform their duties as a result of a disaster or crisis event
- the position falls unexpectedly vacant or
- is suspended or terminated

if Council has already appointed an Acting CEO, that person shall continue to act as CEO.

If Council have not already made an appointment of Acting CEO, and if the absence is likely to be 10 days or less, then the CEO (if she/he is able) will appoint a Manager or other suitable person to the position of Acting CEO. If the absence is likely to be more than 10 days or the CEO is unable to make an appointment, then a Special Council Meeting shall be convened by the Shire President, so that an acting appointment can be made by Council.

NOTE: all appointments by Council of an acting CEO must be approved by an absolute majority.

9.3.3 LOCAL GOVERNMENT 2023 ELECTIONS - UPDATE

Applicant:	Nil	
File Ref:	GV.EL.001	
Disclosure of Interest:	Nil	
Date of Report:	8 September 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 the contents of the report regarding the forthcoming Shire of Meekatharra 2023 local government elections.

Attachments:

Local Government 2023 elections timetable.

Background:

Council will be aware that the 2023 ordinary local government elections are scheduled for Saturday the 21st of October 2023. There are four (4) ordinary vacancies each for a four (4) year term and one (1) extraordinary vacancy for a two (2) year term. The election will be held as an 'in person' election which is an election at which the principal method of casting votes is by voting in person on election day but at which votes can also be cast in person before election day, or posted or delivered (in accordance with the regulations). The Chief Executive Officer (CEO) is designated as the Returning Officer (RO) for the elections in accordance with section 4.20 (1) of the Local Government Act 1995.

The election process has already commenced with the CEO having advertised by various methods such as Election Fact Sheets, Public Notices (The Dust, website and Facebook), Notice Board(s) and the WA Local Government Association (WALGA) of the closing date and time for elector enrolments in accordance with section 4.39 (2) of the Local Government Act 1995. Nominations for the five (in total) vacancies were also advertised and opened on the 31st of August 2023 and closed on the 7th of September 2023. All prospective candidates were required to complete an 'Induction' as part of the eligibility requirement for their nomination. Form 8 - Nomination for Election by Candidate that reflects this requirement in the Declaration section of the nomination form.

Comment:

As noted above nominations closed on Thursday 7th of September 2023. At the close of nominations, the CEO/RO received a total of eight (8) nominations for the five (5) vacancies, thereby requiring an election (poll) to be held on the 21st of October 2023. Following the close of nominations, the CEO/RO conducted the required Ballot Paper draw whereby some candidates were present along with the appointed Electoral Officer(s) to witness the draw. The candidates present were also advised of the election procedure by the CEO/RO between then and the actual election poll on the 21st of October 2023. The CEO/RO will hold a further information session with all candidates the week beginning the

16th of October 2023 to ensure all candidates are aware of the procedures on election (poll) day.

Other issues relevant to the election process are as follows:

- The Combined Certified Municipal Roll has been completed.
- Candidate Information Package has been provided to all eight candidates including a free copy of the Combined Certified Roll.
- Public notice of the election including details of the Polling Booth provided on Councils website, Notice Board(s), The Dust and Facebook.
- Early Voting opens on the day when the Public Notice of the election is given and closes at 4pm on the day prior to the election day being Friday 20th of October 2023.
- Close of Absent Voting and close of Postal Vote applications is Tuesday 17th of October 2023.
- All candidate profiles have been publicly displayed on Council's website and on Notice Board(s) in accordance with the regulations.

A Special Meeting will be scheduled for Monday 23rd of October 2023 for the purpose of;

- Swearing in of newly elected councillors,
- Electing the Shire President and Deputy President, and
- Appointment to Council Committees.

Consultation:

Shire President and DCEO.

Statutory Environment:

- Local Government Act 1995.
- Local Government (Elections) Regulations 1997

Policy Implications:

Nil

Budget/Financial Implications:

- Cost of advertising election in accordance with 2023-2024 budget,
- Cost incurred for staff to attend the Polling Booth on 21/10/23, and
- Any cost incurred with postal voting process and advertising.

Strategic Implications:

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

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved:

Seconded:

That Council receive the report regarding the forthcoming Shire of Meekatharra 2023 local government elections.

CARRIED / LOST



Elections Timetable Template

Local Government Elections 2023

Enter election date>> 21/10/2023



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

	Days from Polling Day	Election Activities or Events	Relevant Act sections or Regulations	Day	Date
	371 to 98	If an elected member's office becomes vacant on or between these days, the council may, with the approval of the Electoral Commissioner, allow the vacancy to remain unfilled until the ordinary election.	LGA s4.16(4) LGA s4.17(2)	Sat to Sat	15/10/2022 to 15/07/2023
	91	If an elected member's office becomes vacant on or after this day the vacancy will remain unfilled until the ordinary election.	LGA s4.16(2)(3) LGA s4.17(1)	Sat	22/07/2023
	80	Last day for local governments to gain agreement from the Electoral Commissioner to conduct the election (compulsory if intent is to hold a postal election).	LGA s4.20 (2)(3)(4) LGA s4.61 (2)(4)	Wed	2/08/2023
	80	A decision for the Electoral Commissioner to conduct the election cannot be rescinded after this day.	LGA s4.20(6) LGA s4.61(5)	Wed	2/08/2023
	77 to 63	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	5/08/2023 to 19/08/2023
	63	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	19/08/2023
Close of Rolls	63	Advertising may begin for council nominations from 63 days, and no later than 52 days, before election day.	LGA s4.47(1)	Sat	19/08/2023
	57	Close of Rolls – 5.00pm	LGA 4.39(1)	Fri	25/08/2023
Nominations Open	52	Last day for advertisement to be placed calling for council nominations.	LGA s4.47(1)	Wed	30/08/2023
	51	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	31/08/2023
Close of Nominations	45	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	6/09/2023
	44	Close of Nominations – 4.00pm	LGA 4.49(a)	Thu	7/09/2023
	43	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	8/09/2023
	43	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	
	29	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	22/09/2023
	26	Last day for the Returning Officer to give Statewide public notice of the election. (PUBLIC HOL 25/9/23)	LGA s4.64(1)	Tue	26/09/2023
	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	17/10/2023
Election Day	1	Close of early voting for 'voting in person' elections – 4.00pm.	LGA s4.71(1)(e) Reg. 59(2)	Fri	20/10/2023
	0	Election Day Close of poll – 6.00pm.	LGA s4.7 LGA s4.68(1)(e)	Sat	21/10/2023
	2	Election results declared and published.	LGA s4.77	As soon as practicable	
	2 - 14	Report to Minister. The report relating to an election under section 4.79 is to be provided to the Minister within 14 days after the declaration of the result of the election. (Form 20)	LGA s4.79(1)(2) Reg. 81	As soon as practicable	
	Within 28 days of result publication	An invalidity complaint can be made to a Court of Disputed Returns, constituted by a magistrate, but can only be made within 28 days after notice is given of the result of the election.	LGA s4.81(1)	As applicable	
	Within 2 months of result declaration	Newly elected members to make their declarations of office.	LGA s2.29(1)(2) LGA s2.32(c) LGA s2.34(1)(c)	As soon as practicable	
	Within 3 months of members making declarations	Newly elected members to lodge their Primary Returns with the local government's CEO.	LGA s5.75(1)	As soon as practicable	

* All Act sections refer to the *Local Government Act 1995*. All regulations refer to the *Local Government (Elections) Regulations 1997*.

9.4 COMMUNITY DEVELOPMENT

9.4.1 LOT 1038 RED SANDBOX LEASE

Applicant:	Nil	
File Ref:	CP.LO.008	
Disclosure of Interest:	Nil	
Date of Report:	6 September 2023	
Author:	Sveja Clare Community Development and Services Manager	 <i>Signature of Author</i>
Senior Officer:	Kelvin Matthews Chief Executive Officer	 <i>Signature Senior Officer</i>

Summary/Matter for Consideration:

Council to consider entering into a new lease with Department of Planning, Lands and Heritage (DPLH) for Lot 1038 on Deposited Plan 31991, 76 Darlot Street which is where the 'Red Sandbox' or 'Community Hub' building is located.

Attachments:

Letter from DPLH dated 21/08/2023
Current lease executed

Background:

The Shire has been leasing this land for 21 years, from 1 January 2003, due to expire 31 December 2023 for the purposes of "Child Care Centre".

During this time, with the Department's permission, the Shire has sublet this property to various parties (Frontier Services, Growth Church, Yulella Aboriginal Corporation) for Child Care and community services.

Comment:

DPLH are offering for the Shire to enter into a new lease over this land.

Yulella currently lease this property and have expressed their interest in continuing their lease. Yulella are in the early

Given Council's recent endorsement of the "Assessment for provision of early education and care services" report at the August 2023 Ordinary Council Meeting, which identified this property as the best option for a potential future day care facility, it is highly recommended to enter into a new lease for this land.

Consultation:

Kelvin Matthews – Chief Executive Officer

Statutory Environment:

Nil

Policy Implications:

02.13 – Execution of Documents & Affixing of Common Seal

Budget/Financial Implications:

Currently the lease rental is \$600 per annum (GL 2412)

Strategic Implications:

Social – Contribute to a community that is connected, healthy and engaged in creating the future they want:

- Ensure access to services and facilities as needs change within the community
- Advocate for retention and improvement to health and education services

Governance - Ensure effective, efficient use of Shire resources and provide leadership for the community:

- Lobby and advocate for improved services, infrastructure and access
- Advocate for the regional strengthening of health and education services.
- Develop partnerships with stakeholders to enhance community services and infrastructure

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved:

Seconded:

That Council enter into a new lease for Lot 1038 on Deposited Plan 31991, 76 Darlot Street with the Department of Planning, Lands and Heritage.

CARRIED / LOST



Department of Planning,
Lands and Heritage

OFFICIAL

SHIRE OF MEEKATHARRA	
File No:	CP.MA.007
24 AUG 2023	
Officer:	D.C.E.O.
Action Req'd:	
Delegated To:	

Our ref: File: 01518-2002 Case No: 2301913
 Enquiries: Piper Rabeling Ph: 6551 9537
 Fax: 6552 4417
 Email: piper.rabeling@dplh.wa.gov.au

21st of August 2023

Chief Executive Officer
 Shire of Meekatharra
 PO Box 129
 MEEKATHARRA WA 6642

(Copy sent via email: ceo@meekashire.wa.gov.au)

Dear Sir/Madam,

EXPIRY OF LEASE I389948 REGISTERED OVER LOT 1038 ON DEPOSITED PLAN 31991, 76 DARLOT ST, MEEKATHARRA

Lease I389948 (the Lease) is registered over Lot 1038 on Deposited Plan 31991 (the Land) to Shire of Meekatharra for the purpose of Child Care Centre and is due to expire on the **31st of December 2023**. An aerial map of the Land subject of the Lease is attached.

Please advise this office in writing within 30 days from the date of this letter whether the Shire is interested in entering into a new lease over the Land, commencing the day after expiry of the Lease. Upon receiving your confirmation, the Department of Planning, Lands and Heritage (Department) will seek the relevant approvals and assess whether a new lease is acceptable.

Additionally, the Department could only consider a new lease if you are compliant with the conditions of your current Lease.

When confirming your interest for a new lease, please ensure that the attached 'Customer Contact Information Form' is completed.

If you do not wish to continue with a new Lease over the Land, please advise this office in writing within 30 days of this letter and refer to clause 9 of the Lease for your rights and obligations at termination of the Lease (extract at Annexure 1 for ease of reference).

Should you have any enquiries on this matter or require further information, please don't hesitate to contact me quoting the above reference numbers.

Yours faithfully,

Piper Rabeling
 Assistant State Land Officer
 Property and Risk Management

Postal address: Locked Bag 2506 Perth WA 6001 Street address: 140 William Street Perth WA 6000
 Tel: (08) 6551 8002 info@dplh.wa.gov.au www.dplh.wa.gov.au
 ABN 68 565 723 484
 wa.gov.au



Department of Planning,
Lands and Heritage

AERIAL MAP





Department of **Planning,
Lands and Heritage**

ANNEXURE 1

9. RIGHTS AND OBLIGATIONS AT TERMINATION OF LEASE

9.1 YIELDING UP

- (a) On the expiration or earlier determination of this Lease, the Lessee must:
- (i) surrender peaceably and yield up the Leased Premises to the Minister:
 - (A) clean;
 - (B) free from rubbish; and
 - (C) in a state of repair and condition,to the absolute satisfaction of the Minister;
 - (ii) fill in, consolidate and level off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Leased Premises to the absolute satisfaction of the Minister; and
 - (iii) remove any fixtures, fittings or any other property on the Leased Premises as may be required by the Minister to the Minister's absolute satisfaction; and
 - (iv) promptly make good to the satisfaction of the Minister any damage caused by the removal in clause 9.1(a)(iii).
- (b) The Lessee's obligations to observe and perform the covenant contained in this clause 9.1 will survive the expiration or earlier determination of this Lease.

9.2 IMPROVEMENTS TO VEST IN CROWN

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



Department of **Planning,
Lands and Heritage**

CUSTOMER CONTACT INFORMATION FORM

Customer Name:

Customer Number:

ABN (if applicable):	ACN (if applicable):	ICN (if applicable):
-------------------------------	-------------------------------	-------------------------------

Contact Details	Address	State	Postcode
Billing address			
Postal address <i>(if different to billing address)</i>			
Telephone: ()	Facsimile: ()	Mobile:	
E-mail address:			
Preferred Correspondence Method:	<input type="checkbox"/> Email	<input type="checkbox"/> Mail	<input type="checkbox"/> Fax
Preferred Contact Number:	<input type="checkbox"/> Telephone	<input type="checkbox"/> Mobile	

Primary Contact Person	
Name:	
Position:	
Telephone:	Email:

Would you prefer to receive invoices via email in the future? Yes No

Authorised Representative of the Business

Signature:

Name: Position:

Date:



Department of Land Administration
Government of Western Australia

Your Ref: G9.30
Our Ref: 12562/1995 (Job No 012080)
Telephone: (08) 9273 7299 Facsimile: (08) 9273 7052
Enquiries: Horace Graham
Email: horace_graham@dola.wa.gov.au

Chief Executive Officer
Shire of Meekatharra
PO Box 129
MEEKATHARRA WA 6642

SHIRE OF MEEKATHARRA	
FILE No	
OFFICER	
DATE REC	06 NOV 2002
MEETING DATE	

Dear Sir/Madam

LEASING OF PORTION OF RESERVE 10076 BEING LOT 1038

I refer to your letter of the 19 June 2001 concerning your request to lease a portion of Reserve 10076 being lot 1038 as shown on the attached Deposited Plan 31991.

Consideration has been given to your request and I advise that the Minister is prepared to grant you a Special Lease over this land for the purpose of "Child Care Centre" for a term of 21 years commencing from 1 January 2003 onwards at a rental of \$250.00 per annum plus 10% GST.

Please find enclosed the Lease Agreement (in duplicate) for your signature and witnessing. Ensure that the witness states his/her name, address and occupation when signing. Please return both copies of the signed Lease Agreement to this Office for signing on behalf of the Minister for Lands. The lease will then be registered against the Crown Land Title and the duplicate forwarded to you.

Half-yearly rent of \$125.00 plus GST of \$12.50 and fees of \$141.00 totalling \$278.50 (lease preparation of \$66.00 and registration fees of \$75.00) should also be sent with the lease agreement to enable further action to proceed.

Please note that during the term of your lease, rental will be payable in advance by half-yearly instalments. A Statement of Account will be forwarded to you as a courtesy reminder.

Should you require further information, please contact this office.

Yours faithfully

HORACE GRAHAM
for REGIONAL MANAGER
PILBARA REGION
LAND ADMINISTRATION SERVICES BRANCH

30 October 2002

(Encl.)

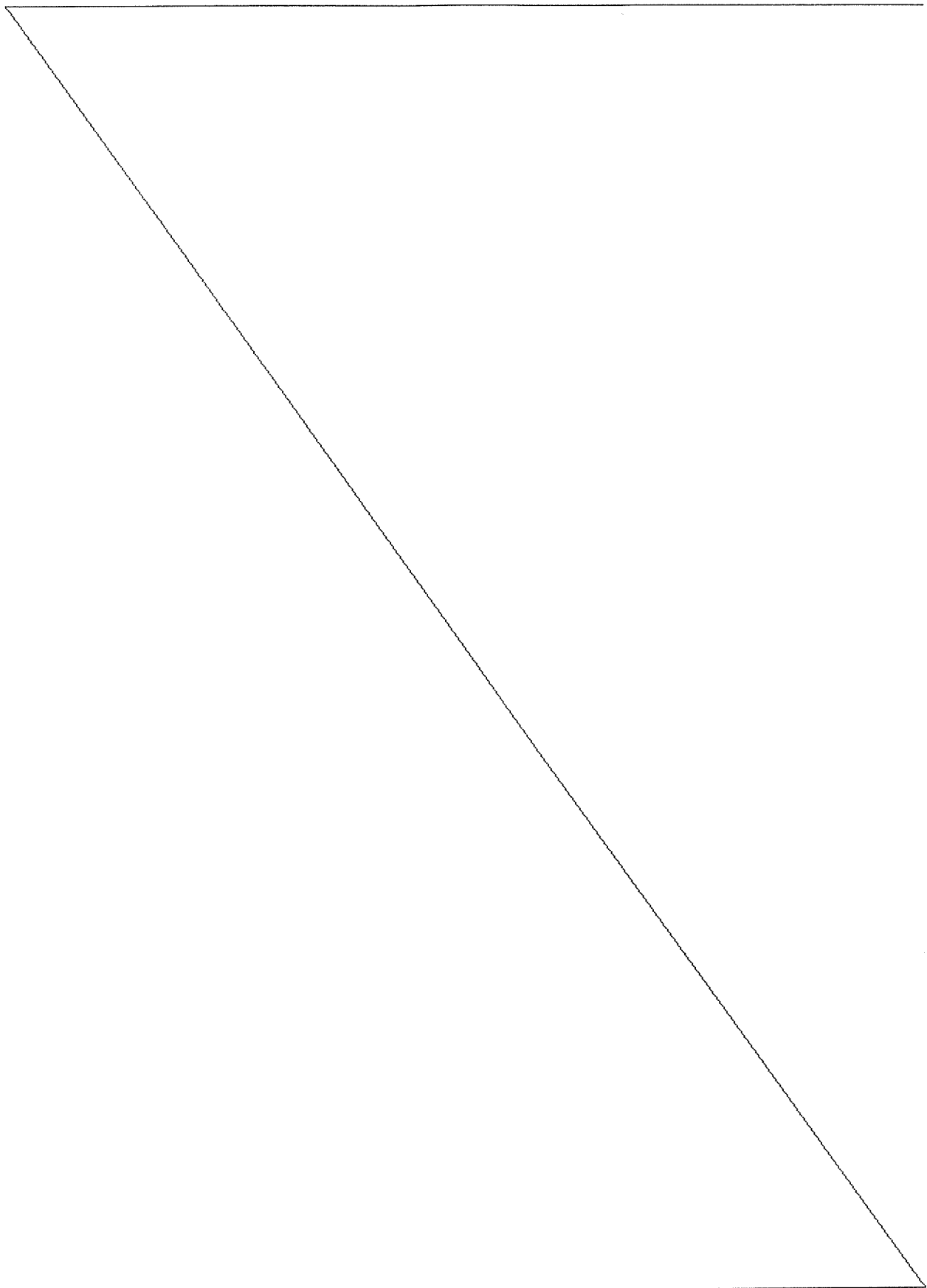


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DATE

This deed is made the _____ day of _____

PARTIES

The parties to this Lease are the Lessor and the Lessee defined in clause 1.1.

RECITALS

- A. The Minister is authorised by section 47 of the LAA to grant leases in respect of Crown land in an unmanaged reserve for a purpose which is in accordance with the purpose of the unmanaged reserve.
- B. The Minister has agreed to grant to the Lessee and the Lessee has agreed to take a lease of the Leased Premises subject to the Encumbrances, for the Term and at the Rent and on and subject to the provisions of the LAA and the terms and conditions of this Lease.

AGREEMENT

The parties covenant and agree as follows:

1. DEFINITIONS, INTERPRETATION AND EXERCISE OF MINISTER'S POWERS
1.1 DEFINITIONS

The following definitions, together with those in the Schedule, apply unless the contrary intention appears:

Business Day means any day other than a Saturday, Sunday or State public holiday in Western Australia.

certificate of Crown land title has the same meaning as defined in the LAA and includes a qualified certificate of Crown land title as that term is defined in the LAA.

Commencement Date means the date shown on the front page of this Lease as the commencement date.

Crown means the Crown in the right of the State of Western Australia.

DOLA means the Department of Land Administration.

Encumbrances means the encumbrances shown on the front page of this Lease.

Further Term means the further term of this Lease specified in item 7 of the Schedule.

Governmental Agency means any government or any governmental, semi-governmental, administrative, fiscal or judicial body, department, commission, authority, tribunal, agency or entity.

Improvements mean any building, facility or structure on the Leased Premises.

Interest Rate means the rate determined under section 142(1) of the Supreme Court Act 1935 from time to time.

LAA means the Land Administration Act 1997 (WA).

Law includes any requirement of any statute, regulation, proclamation, ordinance or by-law, present or future, and whether state, federal or otherwise.

Lease means this lease, as it is amended from time to time, varied, supplemented, replaced, extended, renewed or assigned, as permitted by this lease, and includes any deed of variation of this lease.

Leased Premises means the land described on the front page of this Lease and Improvements thereon.

Lessee means the party stated as the lessee as described on the front page of this Lease and where the context permits:

- (a) its successors and permitted assigns;
- (b) if the Lessee is a natural person, its executors, administrators and permitted assigns; and
- (c) its employees, agents and contractor.

Lessor means the State of Western Australia acting through the Minister for Lands, a body corporate under the Land Administration Act 1997, care of Department of Land Administration, 1 Midland Square, Midland WA 6056.

Minister means the Minister for Lands under section 7 of the LAA.

Permitted Use means the use of the Leased Premises described in item 4 of the Schedule.

Rent means the annual rent specified in item 1 of the Schedule as varied from time to time under this Lease.

Rent Payment Date means the first day of January and the first day of July of every year during the Term or such other date or dates as the Minister may specify.

Rent Review Date means each date specified in item 3 of the Schedule.

Schedule means the Schedule to this Lease.

Term means the term of this Lease set out on the front page commencing on the Commencement Date and includes any Further Term or any other period during which the Lessee has possession of the Leased Premises.

1.2 INTERPRETATION

In this Lease, unless the context otherwise requires:

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Lease or of any provision contained in this Lease;
- (b) words expressed in the singular include the plural and vice versa;
- (c) words expressed in one gender include the other genders;
- (d) an expression importing a natural person includes a company, partnership, joint venture, association, corporation or other body corporate;

- (e) a reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;
- (f) references to parts, clauses and parties are references to parts and clauses of, and parties to, this Lease;
- (g) a reference to a party to this Lease includes that party's successors and permitted assigns and in the case of a natural person also includes that person's personal representatives and administrators;
- (h) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (i) a covenant or agreement by more than one person binds, and is enforceable against, those persons jointly and each of them severally;
- (j) no rules of construction apply to the disadvantage of a party because that party was responsible for the drafting of this Lease or of any of the provisions of this Lease;
- (k) references to statutes, regulations, ordinances and by-laws when contained in this Lease include amendments, re-enactments or consolidations of any of them and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (l) a reference in this Lease to a sub-clause, paragraph or sub-paragraph is a reference to a sub-clause, paragraph or sub-paragraph in the clause or definition in which the reference appears; and
- (m) words which are defined in the LAA and used in this Lease have the same meaning given to them under the LAA.

1.3 PERFORMANCE OF FUNCTIONS BY MINISTER

All acts and things which the Lessor or the Minister is required or empowered to do under this Lease must be done by the Minister or the Minister's delegate appointed under section 9 of the LAA.

1.4 APPROVAL BY THE MINISTER

- (a) In any case where under this Lease the doing or executing of any act matter or thing by the Lessee is dependent on the approval or consent of the Minister, such approval or consent will not be effective unless it is given in writing and may be given or withheld by the Minister in the Minister's absolute discretion and may be given subject to such conditions as the Minister may determine unless otherwise provided in this Lease.
- (b) The Lessee agrees that any failure by the Lessee to comply with or perform a condition imposed under clause (a) will constitute a breach of a condition or covenant under this Lease.

2. APPLICATION AND EXCLUSION OF STATUTES

2.1 LAND ADMINISTRATION ACT

The Lessee and the Lessor agree that:

- (a) the provisions of the LAA relating to leases of Crown land granted under section 48 of the LAA apply to the Lessee; and
- (b) the provisions of this Lease do not in any way affect, alter or derogate from the Lessor's or the Minister's rights or powers conferred under the LAA.

2.2 TRANSFER OF LAND ACT

Such of the covenants and powers as might otherwise be implied by the *Transfer of Land Act 1893 (WA)* do not apply to this Lease and are not implied in this Lease unless expressly included.

3. RENT

3.1 PAYMENT OF RENT

The Lessee must pay to the Minister the Rent:

- (a) by an initial payment equal to one half of the Rent on the execution of this Lease, and then by consecutive half yearly payments in advance on each Rent Payment Date, each payment being one-half of the Rent (excluding the first payment of Rent immediately after the initial payment, which must be proportionate if necessary); provided that, if item 2 of the Schedule specifies any other rent payment date(s) and corresponding amounts of Rent instalments, the Rent must be paid in such instalments on such date(s).
- (b) at the place and in the manner notified by the Minister in writing at any time or in the absence of that direction, at the address specified in item 5 of the Schedule;
- (c) without deduction or abatement; and
- (d) without demand from the Minister.

3.2 REVIEW OF RENT

- (a) The Rent will be varied on each Rent Review Date in accordance with clause (b) below.
- (b) On each Rent Review Date, the Rent will be varied to reflect the market rent as determined by the Minister in consultation with the Valuer General as referred to in the *Valuation of Land Act 1978*.
- (c) For the purpose of that determination, the market rent shall be taken to be the Rent obtainable at the time of the Review in a free and open market as if, all the relevant factors, matters or variables used in proper land valuation practice having been taken into account, the Leased Premises were vacant and to let on similar terms to those contained in this Lease.

- (d) The costs of the determination shall be borne by the Lessor and the Lessee in equal shares.

4. OTHER PAYMENTS BY LESSEE

4.1 PAYMENT OF RATES, TAXES, ETC SEPARATELY ASSESSED

The Lessee must pay, when due and payable, all present and future rates, taxes (including State land tax), charges, impositions, assessments, outgoings, duties and fees of any public, municipal, government or statutory body, authority or department which at any time during the Term are separately charged upon the Leased Premises or imposed or levied upon the Lessor, the Minister or the Lessee in respect of the Leased Premises separately or the ownership of the Leased Premises separately. "State land tax" means land tax calculated on the basis that the Leased Premises comprise the only land of which the Lessor is owner.

4.2 PAYMENT OF SERVICE CHARGES SEPARATELY METERED

The Lessee must, in respect of the supply of any water, gas, electricity, telephone, waste disposal or other services separately metered or charged for the Leased Premises, pay all accounts when they become due and payable.

4.3 LESSEE'S PROPORTION WHERE COSTS NOT SEPARATELY ASSESSED OR METERED

- (a) Where any of the rates, taxes, service and other charges referred to in clauses 4.1 and 4.2 are referable to the Leased Premises and to other property owned by the Lessor, the Lessee must pay the Lessee's proportion thereof.
- (b) For the purposes of this clause, the term "Lessee's Proportion" means that proportion which the Minister determines in good faith is referable to the Leased Premises; and the term "referable" has the meaning defined in clause 4.4.
- (c) Amounts payable under this clause must be paid to the Lessor within 30 days of receipt by the Lessee of the Lessor's invoice for the same.

4.4 OTHER OUTGOINGS

- (a) For the purpose of this clause:
- (i) the term Other Outgoings means all costs incurred by the Lessor of and incidental to owning, operating, repairing or maintaining the Leased Premises and which are not recoverable under the other provisions of this lease. The term includes (but is not limited to) the cost of repairs, cleaning, waste disposal, air-conditioning, insurance, security, power supply and usage.
- (ii) the term "referable" means the Leased Premises enjoy or share the benefit resulting from the cost in question.
- (b) Where the Other Outgoings are referable only to the Leased Premises, the same must be paid in full by the Lessee.
- (c) Where the Other Outgoings are referable to the Leased Premises and to other property owned by the Lessor, the Lessee must pay the Lessee's Proportion thereof. For the

purpose of this clause, the term “Lessee’s Proportion” means that proportion which the Lessor determines in good faith is referable to the Leased Premises.

- (d) Amounts payable under this clause must be paid within 30 days of receipt by the Lessee of the Lessor’s invoice for the same. Payments must be made at the same place as payments of Rent.

4.5 DAILY ACCRUAL

The cost of items referred to in clauses 4.1, 4.2, 4.3 and 4.4 will be treated as having accrued in equal increments daily in respect of the period to which they relate and will be apportioned, if applicable, between the Lessor and Lessee accordingly.

4.6 LEGAL COSTS AND STAMP DUTY

- (a) The Lessee must pay to the Minister the Lessor’s reasonable legal and other costs and expenses arising out of this Lease, including those incurred:
- (i) in relation to an assignment, subletting or surrender of this Lease;
 - (ii) in considering a request for any consent or approval by the Minister;
 - (iii) as a result of a default by the Lessee of the conditions of this Lease; and
 - (iv) the exercise of any right, power, privilege, authority or remedy of the Minister in respect of this Lease, including the preparation and service of any notice referred to in Clause 8.
- (b) The Lessee is to pay or reimburse the Minister on demand for:
- (i) all stamp duty and penalties payable on this Lease and any extension of the Term of this Lease; and
 - (ii) all costs relating to the registration of this Lease and any extension of the Term of this Lease.

4.7 INTEREST

- (a) If any amount payable by the Lessee under this Lease (whether formally demanded or not) is not paid within 30 days after it becomes due for payment, the Lessee is to pay to the Minister interest on demand, on the amount from the due date for payment until it is paid in full.
- (b) Interest is to be calculated on a daily basis, at the Interest Rate.
- (c) Nothing in this clause 4.7 affects or prejudices any other right which the Minister may have in respect of the Lessee’s failure to pay any amount by the due date for payment.

5. LESSEE’S GENERAL OBLIGATIONS

5.1 PERMITTED USE

- (a) This Lease confers on the Lessee a right to occupy and use the Leased Premises for the Permitted Use.

- (c) The Lessee must put the Leased Premises to use for the Permitted Use from the Commencement Date and continue to do so and use the Leased Premises in accordance with the terms of this Lease and in accordance with good environmental management and otherwise in a good and workmanlike manner and in accordance with sound business practice.
- (d) The Lessee must not make any alterations or additions to the Leased Premises without the Minister's prior written consent.

5.2 COMPLIANCE WITH LAW

- (a) The Lessee must comply with all Laws and the requirements, notices or orders of any Governmental Agency having jurisdiction or authority in respect of:
 - (i) the Leased Premises;
 - (ii) the use and occupation of the Leased Premises; or
 - (iii) the Improvements, and without limitation, including any machinery, plant, equipment, fixtures and fittings of the Lessee on the Leased Premises.
- (b) On being served with a notice by the Minister, the Lessee must punctually comply with any notice or direction served on the Lessor or the Minister by a competent authority requiring the destruction of noxious animals, plants or pests or the carrying out of repairs, alterations or works to the Leased Premises.

5.3 NUISANCE

The Lessee must not at any time during the Term:

- (a) carry on or permit to be carried on at the Leased Premises any noxious or offensive trade business or calling;
- (b) do or permit to be carried on at the Leased Premises any act matter or thing which results in nuisance, damage or disturbance to the Minister or owners or occupiers of adjoining or neighbouring lands or buildings; or
- (c) use the Leased Premises for any illegal activity.

5.4 KEEP CLEAN AND IN GOOD REPAIR

The Lessee must at the Lessee's expense:

- (a) keep and maintain the Leased Premises and all Improvements including without limitation any machinery, plant, equipment, fixtures and fittings in or on the Leased Premises, in good and safe repair and condition;
- (b) keep and maintain the Leased Premises clean and tidy; and
- (c) make good any damage caused to the Leased Premises by the Lessee, the Lessee's employees or others under his or her control,

to the absolute satisfaction of the Minister.

5.5 DEALINGS WITH ANY INTEREST IN THIS LEASE OR THE LEASED PREMISES TO BE APPROVED BY THE MINISTER

- (a) It is agreed by the parties that section 18 of the LAA applies to this Lease and, without limiting the generality of that section, the Lessee must not, without the prior written consent of the Minister:
 - (i) part with possession of, share possession of or sublet the Leased Premises; or
 - (ii) mortgage, charge or in any way encumber the Lessee's estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease; or
 - (iii) dispose of, deal with, or assign its estate or interest in the Leased Premises or its rights and powers as Lessee under this Lease; or
 - (iv) otherwise deal with any interest whatsoever in the Leased Premises or the Lessee's estate or interest under this Lease.
- (b) Any consent given by the Minister under clause 5.5(a) may be subject to such terms and conditions as the Minister in its absolute discretion may impose.
- (c) For the purpose of clause 5.5(a)(ii) where the Lessee is a corporation (not being a corporation where shares are listed on any Stock Exchange in Australia) any change in the beneficial ownership of a substantial shareholding (within the meaning of section 9 of the Corporations Law) in the corporation or any related body corporate (within the meaning of section 9 of the Corporations Law) shall be deemed to be an assignment of the Leased Premises and the benefit of this Lease and must require the prior approval in writing of the Minister.
- (d) Without limiting subclause (a), the Lessee must not agree to or permit any encroachment or easement into, upon, over or against the Leased Premises or any part of the Leased Premises without the prior written approval of the Minister.
- (e) The Lessee agrees that the Minister may, before giving approval under section 18 of the LAA, in writing require:
 - (i) such information concerning the transaction for which approval is sought as the Minister specifies; and
 - (ii) information furnished in compliance with this clause 5.5(e)(i) to be verified by statutory declaration.
- (f) The provisions of sections 80 and 82 of the *Property Law Act 1969* are hereby excluded.

5.6 LESSEE NOT TO REMOVE MATERIALS EXCEPT WITH APPROVAL OF MINISTER

- (a) The Lessee must not mine, remove, extract, dig up or excavate any sand, stone, gravel, clay, loam, shell, or similar substance or permit any other person to undertake any such action without the prior approval in writing of the Minister and subject to such conditions as the Minister may determine.

- (b) Subclause (a) does not apply to any removal digging up or excavation as may be necessary to construct or undertake any improvement or alteration authorised by or under this Lease, provided that any such removal digging up or excavation is undertaken in accordance with the requirements of that authority.

5.7 COST OF LESSEE'S OBLIGATIONS

Unless this Lease provides otherwise, anything which must be done by the Lessee under this Lease, whether or not at the request of the Minister, must be done at the cost of the Lessee

5.8 REGISTRATION OF LEASE

The Lessee is to lodge this Lease for registration at DOLA, within 30 days after it is executed by the Minister and the Lessee.

6. INDEMNITIES AND RELEASE

6.1 LESSEE ASSUMPTION OF RESPONSIBILITIES

The Lessee agrees to take and be subject to the same responsibilities to which it would be subject in respect of persons and property if, during the Term it were the owner and occupier of the freehold of the Leased Premises.

6.2 INDEMNITY

- (a) For the purposes of this clause, the term Lessor includes the Crown, the Minister and the agents, servants, employees and contractors of the Lessor, the Crown and the Minister.
- (b) The Lessee must indemnify and keep indemnified the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be brought, maintained or made against the Lessor:
- (i) in respect of any loss (including loss of use), injury or damage of or to any kind of property (including the Leased Premises and the property of third parties); and
 - (ii) in respect of any death or injury sustained by any person, directly or indirectly during the Term caused by, arising out of, or in connection with:
 - (iii) the use or occupation of the Leased Premises by the Lessee;
 - (iv) any work carried out by or on behalf of the Lessee under this Lease;
 - (v) the Lessee's activities, operations, business or other use of any kind under this Lease;
 - (vi) the pollution of the Leased Premises or any land adjoining the Leased Premises and of the air generally above the Leased Premises by any matter or thing whatsoever;
 - (vii) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (viii) any negligent or other tortious act or omission of the Lessee.

- (c) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

6.3 RELEASE

- (a) For the purposes of this clause the term Lessor includes the Crown, the Minister, and the agents, servants, employees and contractors of the Lessor, the Crown and the Minister.
- (b) The Lessee:
- (1) agrees to occupy, use and keep the Leased Premises at the risk of the Lessee;
 - (2) releases to the full extent permitted by law the Lessor from any:
 - (A) liability which may arise in respect of any accident or damage to property or death or injury to any person, of any nature in or near the Leased Premises; and
 - (B) loss of or damage to fixtures or personal property of the Lessee.

PROVIDED THAT this indemnity shall not operate to the extent that the liability, loss or damage is caused or contributed to by the negligent or other tortious act or omission of the Lessor.

- (c) The obligations of the Lessee under this clause continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring before the expiration or earlier determination of this Lease.

7. QUIET ENJOYMENT

If the Lessee pays the Rent and does not breach the conditions of this Lease, the Lessee may occupy the Leased Premises during the Term without any interference from the Lessor and the Minister except where otherwise allowed by this Lease or the LAA.

8. DEFAULT

8.1 ESSENTIAL TERMS

- (a) Without limiting the provisions of this Lease which are essential terms it is agreed that each of the covenants by the Lessee contained in each of the following clauses is deemed to be an essential term of this Lease:
- (i) Clause 3.1 (Payment of Rent);
 - (ii) Clause 4 (Other Payments by Lessee);
 - (iii) Clause 5.1 (Use of Leased Premises);
 - (iv) Clause 5.3 (Nuisance and Other Activities);
 - (v) Clause 5.4 (Keep Clean and in Good Repair);
 - (vi) Clause 5.5 (Dealings with Lease or Leased Premises);
- (b) In respect of the Lessee's obligation to pay Rent or make other payments, the acceptance by the Lessor of any late payment shall not constitute a waiver of the essentiality of the Lessee's obligation to make that payment or of the Lessee's continuing obligation to pay during the Term.

8.2 TERMINATION OF LEASE

- (a) The parties agree that, in addition to any other ground for termination at law, this Lease may be terminated by the Lessor:
- (i) In the event of breach of an essential term of this Lease; or
 - (ii) If the Lessee:
 - (a) becomes bankrupt or enters into any form of arrangement (formal or informal) with any of its creditors, or an administrator or a receiver or a receiver and manager is appointed to any of its assets;
 - (b) being a company, an order is made or a resolution is passed for its winding up except for the purpose of reconstruction or amalgamation;
 - (c) being a company, ceases or threatens to cease to carry on business or goes into liquidation, whether voluntary or otherwise, or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed; or
 - (d) being a company, is placed under official management under the Corporations Law or enters into a composition or scheme of arrangement; or
 - (iii) Pursuant to the provisions for forfeiture under section 35 of the LAA.
- (b) This Lease may be terminated under paragraph (a)(i) either by the Lessor giving notice to the Lessee or by the Lessor re-entering the Leased Premises without notice.

8.3 COMPENSATION FOR TERMINATION

- (a) Without limiting the Lessor's rights and remedies at law in respect of any breach of any term of this Lease, it is agreed that in the event of termination of this Lease pursuant to this clause or otherwise at law, the Lessee shall compensate the Lessor for all costs and losses incurred by the Lessor. The losses to be so compensated include loss of rent in respect of the period from the time of termination to the time at which this Lease would otherwise have expired at the end of the Term. The costs to be so compensated include reasonable legal costs.
- (b) The Lessor's entitlement to recover compensation or damages shall not be affected or limited by any of the following:
- (i) The Lessee abandoning or vacating the Leased Premises;
 - (ii) The Lessor electing to re-enter or to terminate this Lease;
 - (iii) The Lessor accepting any repudiation of this Lease by the Lessee;
 - (iv) Conduct by any of the parties constituting a surrender by operation of law.

9. RIGHTS AND OBLIGATIONS AT TERMINATION OF LEASE

9.1 YIELDING UP

- (a) On the expiration or earlier determination of this Lease, the Lessee must:
- (i) surrender peaceably and yield up the Leased Premises to the Minister:
 - (A) clean;
 - (B) free from rubbish; and
 - (C) in a state of repair and condition,

to the absolute satisfaction of the Minister;
 - (ii) fill in, consolidate and level off any unevenness, excavation or hole caused by the Lessee or by the Lessee's use of the Leased Premises to the absolute satisfaction of the Minister; and
 - (iii) remove any fixtures, fittings or any other property on the Leased Premises as may be required by the Minister to the Minister's absolute satisfaction; and
 - (iv) promptly make good to the satisfaction of the Minister any damage caused by the removal in clause 9.1(a)(iii).
- (b) The Lessee's obligations to observe and perform the covenant contained in this clause 9.1 will survive the expiration or earlier determination of this Lease.

9.2 IMPROVEMENTS TO VEST IN CROWN

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

10. MINISTER'S RIGHTS

10.1 RIGHT TO ENTER

The Minister or any person authorised by the Minister may enter on to the Leased Premises at all reasonable times and on reasonable notice with all necessary plant, equipment and materials:

- (a) to inspect the state and condition of the Leased Premises and the Improvements;
- (b) to repair, maintain or carry out any works in relation to the Leased Premises, which the Lessee is liable to do under this Lease and has failed to do within 28 days of the Minister serving notice on the Lessee requiring it to carry out those works;
- (c) to remove any harmful substance or carry out any maintenance or repairs to the Leased Premises;
- (d) to comply with the requirements of any authority; or
- (e) for inspection by prospective tenants.

The Minister is not required to give any notice to the Lessee before entering on to the Leased Premises or carrying out any works under subclause (b) if the Minister is of the opinion those works are of an emergency nature.

10.2 REMEDY LESSEE'S DEFAULT

The Minister may, but is not obliged to, remedy any default by the Lessee of its obligations under this Lease without notice (unless any clause specifically provides otherwise), including the payment of any moneys payable by the Lessee under this Lease.

10.3 RECOVER COSTS FROM LESSEE

If the Minister carries out any works under clause 10.1 which it is the Lessee's obligation to do under this Lease or remedies a default under clause 10.2, the Lessee is to pay to the Minister on demand all debts, costs and expenses, including legal costs and expenses, incurred by the Minister as a result of carrying out those works or remedying that default.

11. NOTICES

11.1 SERVICE OF NOTICE ON LESSEE

Any notice or other document to be served on the Lessee under this Lease will be served in accordance with section 274 of the LAA.

11.2 SERVICE OF NOTICES ON MINISTER

Any notice or other document to be served on the Minister under this Lease may be effected:

- (a) by delivering the document to the offices of DOLA personally; or
- (b) by sending the document by letter (by pre-paid post) to the address or by facsimile to the facsimile number of DOLA, as set out in item 6 of the Schedule or to the other address or facsimile number previously notified to the Lessee by the Minister.

11.3 REQUIREMENTS OF NOTICES SERVED ON THE MINISTER

A notice or other document to be served on the Minister under this Lease must be signed by:

- (a) if given by an individual, by the person giving the notice;
- (b) if given by a corporation, by a director or secretary of the corporation; and
- (c) by a solicitor or other agent of the person giving the notice.

12. GENERAL PROVISIONS

12.1 EXCLUSION OF WARRANTIES

The Lessee acknowledges having inspected the Leased Premises and that in entering into this Lease the Lessee has not relied on any statement, representation or warranty (other than those implied by or deemed to have been given by law and which cannot be contracted out of) by or on behalf of the Lessor or the Minister whether expressed or implied, other than the statements representations and warranties expressly set out in this Lease.

12.2 SUITABILITY AND SAFETY OF LEASED PREMISES

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

12.3 HOLDING OVER

If the Lessee continues to occupy the Leased Premises after the end of the Lease with the consent of the Minister, the Lessee will do so as a tenant from month to month. The terms of this Lease will apply to the tenancy as far as they may be applicable. Either the Minister or the Lessee may end the tenancy by one month's notification to the other, expiring at any time.

12.4 WAIVER

Failure to exercise or delay in exercising any right, power or privilege in this Lease by the Minister does not operate as a waiver of that right, power or privilege.

A single or partial exercise of any right, power or privilege does not preclude:

- (a) any other or further exercise of that right, power or privilege; or
- (b) the exercise of any other right, power or privilege.

12.5 SEVERABILITY OF PROVISIONS

If a court decides that any part of this Lease is void, voidable, illegal or unenforceable or this Lease would be void, voidable or unenforceable unless a part is severed from this Lease, then that part is severed from this Lease and does not affect the continued operation of the rest of this Lease.

12.6 APPLICABLE LAW

This Lease shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.

The parties submit to the non-exclusive jurisdiction of the courts of Western Australia.

12.7 VARIATION

A variation of any provision of this Lease must be in writing and signed by the parties.

12.8 ACCRUED RIGHTS

The termination of this Lease (including without limitation, by way of forfeiture) does not affect the rights or remedies of the Minister against the Lessee in relation to a breach of this Lease by the Lessee before the termination of the Lease.

12.9 TRUST PROVISION

The Lessee warrants that it does not enter into this Lease as trustee and covenants that it will not, without the prior written consent of the Lessor hold the Lessee's interest in this Lease on trust for any person or other entity.

13. GOODS AND SERVICES TAX**13.1 DEFINITIONS**

In this clause the following terms have the following meanings:

“**GST**” has the meaning given in Section 195-1 of the GST Act;

“**GST Act**” means a New Tax System (Goods and Services Tax) Act 1999 and any legislation substituted for or amending that Act;

“**GST law**” has the meaning given in Section 195-1 of the GST Act;

“**Tax Invoice**” has the meaning given in Section 195-1 of the GST Act; and

“**Taxable Supply**” has the meaning given in Section 195-1 of the GST Act.

13.2 RENT EXCLUSIVE OF GST

The Rent and any other amounts payable by the Lessee to the Lessor, under this Lease, are exclusive of GST.

13.3 LESSEE TO PAY GST

The Lessee must pay additional to the Rent and any other amounts payable by the Lessee, any GST payable by the Lessor in respect of a Taxable Supply made under this Lease.

13.4 VARIATION OF GST

Where GST is payable on Rent, the amount payable shall be the amount specified in Item 1A of the Schedule, until varied from time to time consequent upon each review of Rent in accordance with this lease.

13.5 TAX INVOICE

Where GST is payable, the Lessor shall provide to the Lessee, a Tax Invoice in the format and form required as set out in the GST law.

13.6 NOTIFICATION IS CONCLUSIVE

A written notification given to the Lessee by the Lessor of the amount of GST that the Lessor is liable to pay on a Taxable Supply made or to be made under this Lease is conclusive between the parties except in the case of an obvious error.

13.7 THE LESSEE MUST PAY GST AT SAME TIME

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay under this Lease:

- (a) at the same time; and
- (b) in the same manner,

as the Lessee is obliged to pay for the Taxable Supply.

13.8 APPORTIONMENT OF GST

Where a Taxable Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST, in relation to that Taxable Supply, is determined on the same basis as the Lessee's proportion of that Taxable Supply is determined.

14. ADDITIONAL PROVISIONS

The parties to this Lease shall be bound by, and must comply with, the additional provisions (if any) set out in Annexure 'A' to this Lease.

ANNEXURE "A"**ADDITIONAL PROVISIONS****1. Occupation**

The Lessee must occupy the Land and put it to use for the Permitted Use within 9 months from the Commencement Date. The Lessee must, for the duration of the Term, continue to occupy and use the Land for the Permitted Use in accordance with the terms of this Lease.

2. Flooding

Without limiting any other clause in this Lease, compensation will not be payable by the Minister to the Lessee for damage to any property or Improvements of the Lessor or Lessee whatsoever caused by flooding of the Land.

3. Public Risk Insurance

The Lessee must effect and maintain throughout the Term a public risk insurance policy for an amount not less than \$5,000,000.00 for any one claim (or such other amount as the Minister may reasonably require at any time and from time to time after notice to the Lessee) where the Lessor and the Minister shall during the Term be indemnified against all actions, suits, claims, demands, proceedings, losses, damages, compensation, costs, charges and expenses mentioned or referred to in this Lease to which the Lessor or the Minister shall or may be liable.

4. Services

The Minister, the State Government, any relevant local authority or any government instrumentality (including, without limitation, Water Corporation, Western Power or AlintaGas) will not be responsible for provision or connection of any services to the Land.

SCHEDULE

ITEM	TERM	DEFINITION
1.	Rent	\$250.00 a year, until varied in accordance with this Lease.
1A.	GST on Rent (if applicable)	\$25.00 a year, until varied consequently to a review of Rent.
2.	(a) Rent payment date(s):	1 January and 1 July each year
	(b) Rent Instalments:	\$125.00 plus \$12.50 (GST) half yearly
3.	Rent Review Dates:	1 January 2006 1 January 2009 1 January 2012 1 January 2015 1 January 2018 1 January 2021 1 January 2024
4.	Permitted Use	Child Care Centre
5.	Address for payment of Rent	DOLA 1 Midland Square MIDLAND WA 6056 Attention: Manager, Accounting Services
6.	Address for service of notice on Lessor or Minister	DOLA 1 Midland Square MIDLAND WA 6056 Attention: Henty Farrar Telephone: (08) 9273 7237 Fax: (08) 9273 7052
7.	Further Term	N/A

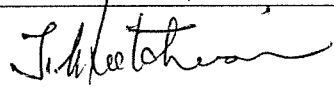
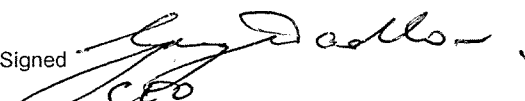
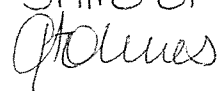

ATTESTATION SHEET

Dated this _____ day of _____ in the year _____

LESSOR/S SIGN HERE (NOTE 9)

Signed _____ Signed _____

LESSEE/S SIGN HERE (NOTE 9)

Signed	 PRESIDENT SHIRE OF MEEKATHARRA	Signed	 CEO SHIRE OF MEEKATHARRA.
In the presence of	Noelene Jay Holmes 88 Hill St. Meekatharra 6642 Deputy CEO Shire of Meekatharra 	In the presence of	Noelene Jay Holmes 88 Hill St. Meekatharra 6642 Deputy CEO Shire of Meekatharra 

INSTRUCTIONS

- 1. If insufficient space in any section, Additional Sheet Form B1 should be used with appropriate headings. The boxed sections should only contain the words "See Annexure".
- 2. Additional Sheets shall be numbered consecutively and bound to this document by staples along the left margin prior to execution by parties.
- 3. No alteration should be made by erasure. The words rejected should be scored through and those substituted typed or written above them, the alteration being initialled by the person signing this document and their witnesses.
- 4. Duplicates are not issued for Crown Land Titles.

NOTES

- 1. DESCRIPTION OF LAND
Lot and Diagram/Plan number or Location name and number to be stated.
Extent - Whole, part or balance of the land comprised in the Certificate of Crown Land Title to be stated.
The Certificate of Crown Land Title Volume and Folio number to be stated.
- 2. ENCUMBRANCES
To be identified by nature and number, if none show "nil".
- 3. LESSOR
State full name and address of the Lessor(s) and the address(es) to which future notices can be sent.
- 4. LESSEE
State full name and address of the Lessee(s) and the address(es) to which future notices can be sent.
- 5. TERM OF LEASE
Term to be stated in years, months and days.
Commencement date to be date, month and year. Options to renew to be shown.
- 6. RECITE ANY EASEMENTS TO BE CREATED
Here set forth Easements to be created as appurtenant to the lease commencing with the words "together with" and/or any Reservations hereby created encumbering the lease commencing with the words "reserving to".
- 7. RENTAL
State amount in words.
- 8. PAYMENT TERMS
State terms of payment. Eg, by instalments of \$.... payable on the day of each month/the months of in each year, commencing with a payment of \$.... on or before the day of/execution of this lease by the Lessee.
- 9. EXECUTION
A separate attestation is required for every person signing this document. Each signature should be separately witnessed by an Adult Person. The address and occupation of the witness must be stated.

EXAMINED

Office Use Only

LEASE OF CROWN LAND (L)

LODGED BY Land Administration Services Branch

ADDRESS DOLA

PHONE No.
FAX No.

REFERENCE No. Horace Graham 12562-1905-02RO

ISSUING BOX No.

PREPARED BY Land Administration Services Branch

ADDRESS DOLA

PHONE No. FAX No.

INSTRUCT IF ANY DOCUMENTS ARE TO ISSUE TO OTHER THAN LODGING PARTY

TITLES, LEASES, DECLARATIONS ETC LODGED HEREWITH



- 1. _____ Received Items
- 2. _____ Nos.
- 3. _____
- 4. _____ Receiving Clerk
- 5. _____
- 6. _____

012080-007



Registered pursuant to the provisions of the TRANSFER OF LAND ACT 1893 as amended on the day and time shown above and particulars entered in the Register.

9.4.2 LEASE – RED SANDBOX – YULELLA ABORIGINAL CORPORATION

Applicant:	Nil	
File Ref:	CP.LO.008	
Disclosure of Interest:	Nil	
Date of Report:	8 September 2023	
Author:	Sveja Clare Community Development and Services Manager	 Signature of Author
Senior Officer:	Kelvin Matthews Chief Executive Officer	 Signature Senior Officer

Summary/Matter for Consideration:

This item is for Council to consider an application by Yulella Aboriginal Corporation to enter into a new lease for the “Red Sandbox” or “Community Hub” building at 76 Darlot Street, Lot 1038 on Deposited Plan 31991.

Attachments:

Draft lease (based on current lease)

Background:

The Red Sandbox facility is located at 76 Darlot Street on Reserve 46944 which has a purpose of Child Health, Children.

The Shire of Meekatharra holds a lease of the reserve for 21 years commencing 1 January 2003 and expiring 31 December 2023. A renewed lease is possible and is discussed in another item in this agenda.

Council agreed to sub-lease this facility to Yulella in 2020 for two years with an optional one-year extension. This is due to expire 31 October 2023.

Prior to Yulella it was leased out to the Uniting Church and Frontier Services and then Michael Parker of the Growth Church, both for the purposes of running a child care centre.

Comment:

Yulella are interested in entering into a new lease. Yulella use the centre to deliver a number of vital community services including emergency relief services. It is not currently run for day care purposes as such, however families with children often use the space.

Normally any land disposals such as leases need to be advertised unless certain criteria are met. The Local Government (Functions and General) Regulations 1996 R30 (2) (b) exempts the land from the need to advertise or limit the lease “*if the land is disposed of to a body, whether incorporated or not —*

- (i) *the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and*
- (ii) *the members of which are not entitled or permitted to receive any pecuniary profit from the body’s transactions;”*

History has shown it is better to have the building in use than leaving it vacant. Under the Shire's own lease with the Department of Land Annexure A clause 1 the Lessee (Shire) *"must for the duration of the term continue to occupy and use the Land for the Permitted Use."* It is therefore advisable to allow Yulella to continue to sub-lease this property.

Yulella are in the early stages of planning a purpose-built community hub. As a long term view, Yulella may eventually occupy their own purpose-built centre in which case Council can upgrade and utilize this building as a designated long day care facility, as recommended in the "Assessment for provision of early education and care services" which was endorsed by Council at the August 2023 Ordinary Council Meeting.

Consultation:

Alison Sentance – Partner CEO, Yulella Aboriginal Corporation

Statutory Environment:

Local Government Act 1995 S3.58

Local Government (Functions and General) Regulations 1996 R30 (2) (b)

Land Administration Act 1997 (WA)

Policy Implications:

Nil

Budget/Financial Implications:

Currently the lease revenue for Council is \$1,000 per annum. Leasing this crown land costs Council \$600 per annum currently (subject to change/indexation).

Yulella as the lessee are responsible for paying the ESL, rubbish service charges, security alarm monitoring and utilities. Rates are not currently raised on the property.

Strategic Implications:

Strategic Plan 2020-2030:

- Build community participation, interactions and connections that create spaces for the community to interact and prioritize projects that bring people together and strengthen community connectedness.
- Ensure effective, efficient use of Shire resources and provide leadership for the community. Develop partnerships with stakeholders to enhance community services and infrastructure
- Deliver and maintain assets and infrastructure that responds to community needs. Provide facilities to support community driven programs and activities.

Voting Requirements:

Simple Majority

Officers Recommendation / Council Resolution:

Moved:

Seconded:

That Council approve the sub-leasing Lot 1038 on Deposited Plan 31991 to Yulella Aboriginal Corporation subject to the lease being renewed by the Department of Planning, Lands and Heritage and instruct the CEO to negotiate and finalize the formal lease for the Shire President and CEO to execute under Common Seal.

CARRIED / LOST

AGREEMENT
BETWEEN
SHIRE OF MEEKATHARRA
AND
YULELLA
ABORIGINAL
CORPORATION

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The Sublessee shall maintain a current inventory of furniture and equipment at all times.

The Sublessee shall not be liable to remedy structural or inherent defects in the Child Care Centre except to the extent that any act or omission by the Sublessee or any of its employees, agents, delegates or visitors has exacerbated or contributed to that structural or inherent defect.

5.2. Maintenance of Outdoor Areas

The Sublessee shall keep and maintain the fenced part of the reserve surrounding the Child Care Centre in a safe, clean and neat condition to the satisfaction of the Shire.

The Sublessee is to take all reasonable steps to ensure that all playground equipment situated on or in the Child Care Centre premises and/or boundaries from time to time is as safe as is practicable having regard to the function of that playground and the ages of the children likely to use the playground. Without limiting the obligations of the Sublessee under this clause, the Sublessee must use its best endeavours to detect and repair as soon as possible any deterioration (whether due to wear and tear, vandalism or otherwise) of any part of a playground.

5.3. Itemised Responsibilities

The Sublessee shall be responsible for ensuring that the following tasks are undertaken as required:

- a) internal and external cleaning of all areas;
- b) maintenance of lawns and gardens;
- c) cleaning and repair of gutters;
- d) maintenance of security systems and payment of related costs;
- e) installation and maintenance of telephone system;
- f) installation and maintenance of operational items including computers, facsimile machines, photocopiers, refrigerators, microwave ovens;
- g) cleaning and repairs to windows and window treatments, conditioner filters, leaking taps, light bulbs, faulty switches, fuses;
- h) annual maintenance and repairs to air conditioners;
- i) repairs to doors, tiles, floor coverings, furniture and fixtures;
- j) maintenance and repair of playground equipment;
- k) maintenance of shade areas, fences and gates;
- l) touch up painting, internal and external;
- m) correction of damage resulting from illegal acts including vandalism and graffiti;
- n) repairs and maintenance to hot water systems;

If required, the following items will be considered for funding by the Shire subject to inspection by the Shire and reasonable request:

- a) correction of structural problems;
- b) major painting, internal and external;
- c) replacement of floor coverings;
- d) provision of shade areas;
- e) provision of lighting and fences for security;
- f) replacement of heating and air conditioning systems;
- g) replacement of gutters;
- h) major car park repairs;
- i) installation and maintenance of residual current devices;
- j) replacement of hot water system;

- k) replacement of stove;
- l) installation and maintenance of automatic grounds reticulation (if applicable);

6. INDEMNITY AND INSURANCE

6.1. Third Party Indemnity

The Sublessee shall indemnify and keep the Shire indemnified against all actions, suits, proceedings, claims, demands, costs and expenses whatsoever which may be taken or made against or incurred by the Shire or the Sublessee as a result of the use of the Child Care Centre by the Sublessee, its employees, or assigns.

6.2. Insurance

The Shire is responsible for maintaining an insurance policy for loss or damage to the Child Care Centre by fire, storm, tempest, earthquake and any other risks from time to time nominated by the Shire in the full replacement value of the Child Care Centre.

The Shire is responsible for maintaining an insurance policy for loss or damage to the contents of or fixtures in the Child Care Centre.

The Sublessee must maintain with insurers approved under the *Insurance Contracts Act 1984*

- a) a public liability policy for an amount of not less than TEN MILLION DOLLARS (\$10,000,000);
- b) The usual worker's compensation policy for all employees of the Sublessee;

The Shire may maintain an insurance policy to protect voluntary workers at the Centre.

6.3. Breach of Insurance Condition

The Sublessee shall not do or omit to do any act or thing or bring or keep anything in the Child Care Centre which might render the insurance on the Child Care Centre void or voidable.

7. USE OF PREMISES BY SUBLESSEE

7.1. Definition of Service Purpose

The Child Care Centre is a service designated to providing child care for children under school age and if places are available for school aged children outside school hours.

7.2. Use of Centre

The Sublessee shall only use or permit the centre to be used as a Child Care Centre for children or for associated Community Hub activities and shall not use or permit the centre to be used for any other purposes PROVIDED ALWAYS that the centre may be used for some other purpose not incompatible with the use of the centre as a Child Care Centre at a time outside the hours the centre is open.

7.3. Alterations

The Sublessee shall not:

- a) cause damage to the Child Care Centre; or
- b) without limiting its obligation under clause 7.3(a), cut, maim, injure or cause to be cut, maimed or injured any of the walls or timbers of the Child Care Centre; or
- c) alter or suffer to be made any alteration to the Child Care Centre.

Alterations to the Child Care Centre including fixed outdoor structures, must be approved in writing by the Shire prior to commencement of work.

7.4. Nuisance

The Sublessee shall not conduct or permit to be conducted any activity within the Child Care Centre premises and/or boundaries, which may in the reasonable opinion of the Shire be or become a nuisance or disturbance to the Shire or any local resident or the general public.

7.5. Signage

The Sublessee shall not exhibit or permit upon any part of the centre or the reserve any placard, poster, sign, board or other advertisement except as previously approved by the Shire.

7.6. Vacating the Premises

The Sublessee must leave the Child Care Centre in a clean and tidy condition on vacating the premises.

8. EVENT OF DEFAULT AND TERMINATION

8.1. Event of Default

This agreement may be terminated by the Shire, with immediate effect, in the following circumstances:

- a) when the Sublessee commits a breach of the Agreement which cannot be remedied;
- or
- b) when the Sublessee commits a breach of the Agreement which can be remedied and the Sublessee fails to remedy that default within a certain period after the Shire notifies the Sublessee that the Shire requires the default to be remedied; or
 - c) the Sublessee is convicted by any court of a criminal act or omission; or
 - d) the Sublessee becomes subject to any form of insolvency administration.

8.2. Notice of Intention to Terminate

Either party may terminate this Agreement, without reason, at any time during its term by ninety days written notice to the other party to this effect.

8.3. Action Upon Termination

The Sublessee will vacate the Child Care Centre immediately if this Agreement is terminated and leave the premises in a clean and sanitary condition.

9. DISPUTE RESOLUTION

9.1. Resolution by Parties

If a difference or dispute arises at any time between the Shire and the Sublessee then the Shire and the Sublessee shall use all endeavours to settle the difference or dispute amicably in discussion with each other.

9.2. Notice of Dispute and Response

If after discussion regarding a dispute, under Clause 9.1, the dispute remains unresolved after 10 business days either party may give the other party Notice of the Dispute in writing within 10 business days of the discussion and failure to resolve the dispute setting out the details of the dispute. The party receiving the Notice of Dispute shall acknowledge the Notice and respond in writing to the matters raised in the Notice within 10 business days.

9.3. Arbitration of Dispute

If the parties are unable to resolve a dispute then the dispute will be referred by the Shire to an independent arbitrator agreed by both parties. The resolution reached by the arbitrator will be binding on both parties.

10. RIGHTS

The Shire grants the Sublessee the use of the building for the purpose as outlined in clause 7.2.

11. CONDITIONS

The conditions upon which the above Agreement and rights are granted are as follows:

11.1 Accounts

The Sublessee shall keep all necessary and proper books of account for the operation of the Centre in accordance with accepted accounting standards.

11.2 Responsibility for Employees

The Sublessee shall employ and be responsible for all staff' at the centre or claim resulting from their employment.

12. FURTHER INDEMNITY BY THE SUBLESSEE TO MINISTER FOR LANDS

The Sublessee indemnifies the State of Western Australia and the Minister for Lands and its agents from and against all claims, damages and costs in respect of or resulting from damage to or destruction of any property, or the death of or injury to any person, no matter how or where this occurs:

- (a) caused or contributed to in any way by:
 - (i) the Sublessee;
 - (ii) any Sublessee's Employees and Visitors; or
 - (iii) any other person at the Premises with the express or implied consent of the Sublessee;
- (b) caused or contributed to by the occupation or use of the Premises; or

(c) resulting from a breach by the Sublessee of any Sublessee's Covenants.

13. MINISTER FOR LANDS' CONSENT

This Lease is made subject to and conditional upon the parties obtaining the Minister for Lands' consent to this Lease (as is required by the Management Order). The parties agree and acknowledge that the Minister for Lands' prior consent is also required for any assignment, sub-lease, licence, transfer or mortgage of this Lease, and that the Tenant shall obtain such consent in the event of any such assignment, transfer or mortgage of this Lease.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore written.

THE COMMON SEAL of)
The Shire of Meekatharra)
hereunto affixed in the presence of:)

.....
President

.....
Chief Executive Officer

Signed for and on behalf of:
Yulella Aboriginal Corporation

.....

.....

Consent

THE MINISTER FOR LANDS hereby consents to the within Lease pursuant to section 18 of the *Land Administration Act 1997*.

Dated this

day of

2023

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

Nil

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

Nil

13. CONFIDENTIAL ITEMS

Officer Recommendation / Council Resolution:

Moved:



Seconded:

That the meeting be closed to member of the public to allow Council to discuss item 13.1 which concern matters of a confidential nature.

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 REQUEST FOR NEW HOUSING CONSTRUCTION

Applicant:	N/A	
File Ref:	CM.TE.014	
Disclosure of Interest:	Nil	
Date of Report:	10 July 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:

Seconded:

That the meeting be opened to the public.

CARRIED / LOST

14. CLOSURE OF MEETING