



AGENDA

ORDINARY COUNCIL MEETING



15 February 2024

Commencing at 4:00pm in the
Shire of Wyalkatchem Council Chambers
27 Flint Street, Wyalkatchem

NOTICE OF COUNCIL MEETING

The next Ordinary Meeting of the Wyalkatchem Shire Council will be held on Thursday 15 February 2024 in the Council Chambers, 27 Flint Street Wyalkatchem, commencing at 4:00pm.

An Agenda for this meeting will be made available from the Shire Administration Office and on our website www.wyalkatchem.wa.gov.au

I have reviewed this agenda, I am aware of all recommendations made to Council, and I support each as presented.

Stephen Tindale

ACTING CHIEF EXECUTIVE OFFICER

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem 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 decisions, which will be provided within ten days of this meeting.

DISCLOSURE OF INTEREST

Councillors and staff are reminded of the requirements of section 5.65 of the *Local Government Act 1995*, to disclose any interest or perceived interest in any matter to be discussed during a meeting, and also the requirement to disclose any item affecting impartiality.

Financial Interest:

Under section 5.60A of the *Local Government Act 1995*, a person is said to have a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the Local Government in a particular way, result in a financial gain, loss, benefit or detriment for the person.

Proximity Interest:

Under section 5.60B of the *Local Government Act 1995*, a person is said to have a proximity interest in a matter if the matter concerns a proposed change to a planning scheme affecting land that adjoins the person's land; a proposed change to the zoning or use of land that adjoins the person's land; or a proposed development of land that adjoins the person's land.

Impartiality Interest:

To maintain transparency, it is important to disclose all interests, including impartiality interests which include interests arising from kinship, friendship and membership of associations. If it is possible that your vote on a matter may be perceived as impartial, you should disclose your interest.

Disclosing an Interest:

Disclosures must be made, in writing, to the Chief Executive Officer prior to the meeting at which the matter in which you have an interest is to be discussed.

If you disclose a Financial or Proximity Interest, you must leave the room while the matter is discussed and voted on. Only after a decision has been reached may you return to the meeting, at which time the Presiding Person will inform you of Council's decision on the matter.

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1. DECLARATION OF OPENING

2. PUBLIC QUESTION TIME

- 2.1. Response to Public Questions Previously Taken on Notice**
- 2.2. Declaration of Public Question Time opened**
- 2.3. Declaration of Public Question Time closed**

3. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE

- 3.1. Attendance**
- 3.2. Apologies**
- 3.3. Approved Leave of Absence**
- 3.4. Applications for Leave of Absence**

4. OBITUARIES

5. PETITIONS, DEPUTATIONS, PRESENTATIONS

- 5.1. Petitions**
- 5.2. Deputations**
- 5.3. Presentations**

6. DECLARATIONS OF INTEREST

- 6.1. Financial and Proximity Interest**
- 6.2. Impartiality Interests**

7. CONFIRMATION AND RECEIPT OF MINUTES

7.1. Confirmation of Minutes

7.1.1. Ordinary Meeting of Council – 21 December 2023

Minutes of the Shire of Wyalkatchem Ordinary Meeting of Council held on Thursday 21 December 2023 ([Attachment 7.1.1](#))

OFFICER RECOMMENDATION:

That the minutes of the Shire of Wyalkatchem Ordinary Meeting of Council of Thursday 21 December 2023 (Attachment 7.1.1) be confirmed as a true and correct record.

7.1.2. Special Meeting of Council – 24 January 2024

Minutes of the Shire of Wyalkatchem Special Meeting of Council held on Wednesday 24 January 2024 ([Attachment 7.1.2](#))

OFFICER RECOMMENDATION:

That the minutes of the Shire of Wyalkatchem Special Meeting of Council of Wednesday 24 January 2024 (Attachment 7.1.2) be confirmed as a true and correct record.

7.2. Receipt of Minutes

Nil

8. ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

Note the change in order of Reports. Reports will now be commencing with the Manager of Works Report.

9. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

10. REPORTS

10.1. WORKS AND SERVICES

10.1.1. MANAGER OF WORKS OFFICER'S REPORT FEBRUARY 2024

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	9 February 2024
Reporting Officer:	Terry Delane, Manager of Works
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accepts the Manager of Works Officer's report.

BACKGROUND

To inform Council of the activities of the works and services team during the period prior January to February 2024.

BACKGROUND

To inform Council of the activities of the works and services team during the period January to February 2024.

OVERVIEW

Summary - ROADS / TOWN/ BUILDINGS

A large part of our resources has been taken up since the Christmas break on road repairs at various hotspots around the Shire, and emergency repairs caused by the storms.

The focus after the storms was getting and keeping roads open. There is a lot of clearing, stockpiling and burning work needed, particularly in the Korrelocking and West Yorkrakine areas. This will be recommenced later in the financial year, time permitting.

There was little damage to town infrastructure apart from a lot of litter and branches to clear up.



Regional Road Group – Wylie North Road

Work will recommence on Tuesday 13th February. Minor clearing works to be undertaken followed by gravel sheeting. Project completion is scheduled for the 15th March pending sealing contractor’s program.

Gravel will come from Geoff Swan’s pit and work on the access track and fence has been completed.

Job	Description of works	Total Budget \$	JTD Actual	Orders released/ costs expected	Total	Variance
RRG02	Reconstruction	\$ 593,061	\$ 216,733	\$ 235,000		
				\$ 158,000	\$ 610,140	\$ -17,000

N.B.

Two culverts were upgraded that were planned for in stage 3 work (approx. \$12K) and the sealing costs have increased by 19%.

Black Spot Projects

- Work will begin on the business case next week.
- A site meeting is proposed for Councillors in the next week or two at a convenient time. Date TBC

Road Maintenance Program

- Repairs and reconstruction work have been undertaken on the Diver/De Pierres/ Tammin Rd Cross Road. Drainage off the seal should be improved as well as reinstating the damaged seal and improving turning lines and visibility.
- Repairs and reconstruction works were undertaken on the major floodways on Davies Rd and Yorkrakine West Rds to reinstate washed out pavement and drains. Major subsidence of some of the pipes has occurred but hopefully the lifespan has now been extended significantly.
- A new culvert was installed on Farmer Rd.



Gamble St drain

Work will now recommence on the drain at the intersection.

Subject to cost, it is now planned to install an Armco barrier to be more aesthetically pleasing



New path alignment

Armco barrier

PARKS & GARDENS - TOWN SERVICES

ASHELFORD PARK

Irrigation is expected to be installed on the 20th – 21st Feb with soil, products by EOM and Greenstock scheduled for mid to late March.

Greenstock report is expected to be finalised by EOM.

An additional row of block is planned on the northern boundary top protect the asset and the water meter.

Job	Description of works	Total Budget \$	JTD Actual	Orders released/Costs expected	Total	Variance
LRC004	Landscaping to block cnr Honour and Railway Tce	\$ 65,000	\$ 90,061	\$ 30,000	\$ 114,000	\$ -49,000

SWIMMING POOL

Tenders closed on the 9th February. Evaluation TBA.

The Manager of Works has fielded numerous enquiries from two contractors only.

RECREATION RESERVE

A major flaw in the Water Corp design of the suction system caused urgent emergency modifications to be done to alter the system. This work was done by an on-site contractor and will be back charged to Water Corp.

The storm and the subsequent extended power outage caused enormous angst to the crews and a huge amount of work was done with hand water, jury rigged sprinklers and truck water being deployed to keep the oval alive.

An outage of 8 days damaged the turf badly, however, we have been able to rejuvenate the oval and wickets very well.

The Cricket Grand Final will now be a big focus for the team.



FOOTPATH REPLACEMENT PROGRAM

An order has been placed with Stirling Asphalt to install an asphalt path from the pub to the Town Hall.

A path and ramp audit has also been conducted with a works order expected to be issued shortly for these upgrades.

Job	Description of works	Total Budget \$	JTD Actual	Orders released / costs expected	Total	Variance
	Footpath Replacement Program	\$ 75,000	\$ 0.00	\$ 23,500	\$ 23,500	
				\$ 14,000	\$ 37,500	\$ 41,500

CEMETERY

Maintenance is ongoing. The results are fantastic.

Some further upgrades to be done with stage 3 schedule for the 2024/25 FY budget permitting. Rosemary shrubs with trickle retic being installed along the fence line this month.

Job	Description of works	Total Budget \$	JTD Actual	Orders released	Total	Variance

WYLIE WATERPROOFING - NATIONAL GRID CONNECTION PROJECT

The clearing of the catchment drains to Railway Dam has been completed and an invoice submitted to DEWR.

Further discussions are now taking place with DEWR about possible funding to upgrade pumps and pipes to facilitate the school, town dam and club requirements.

Job	Description of works	Total Budget \$	JTD Actual	Orders released	Total	Variance
	Clearing of fire access tracks, and drains and culverts	\$ 69,740	\$ 63,260	\$	\$ 63,260	\$ 6,480



RUBBISH TIP

Nikki has ordered 2 x CCTV towers which are expected to be installed by EOM.

Preliminary road works and earthworks has been done to construct an access road around the tip cell, with a move to top tipping imminent.

HUMAN RESOURCES

- Maintenance Person, Gary has tendered his resignation – effective end of June. He intends to put a proposal to NEWROC shires to fill this role as a subcontractor. This will be evaluated separately.
- A trial of an 8-day fortnight was put in place as authorised by Peter Klein. This was trialled the first pay period in February. The system appeared to work very well, although productivity and costs have not been evaluated. Council Policy would need to be amended if the 8-day fortnight were to be implemented.

OH&S

- An MTI occurred with a staff member cutting his finger with a box cutter. This required gluing.
- An LTI occurred with a staff member incurring a slight back strain.
- There have been numerous calls for snake capture and relocate. We have been relying heavily on the assistance of Wade Bloomfield. More staff are being enrolled in the course and another snake kit purchased.

VEHICLE/PLANT

- Skid steer and Isuzu Giga were sold and picked up.
- Mitsubishi 2WD delivered, and deployed to Parks and Gardens crew.
- Some errors / omissions with the ordering specification are being rectified.
- Leading Hand Roads has taken over the Ford Ranger.

STATUTORY ENVIRONMENT

There are no statutory environment implications in relation to this item.

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

There are some financial implications in relation to this item.

COMMUNITY & STRATEGIC OBJECTIVES

The list before Council is generally in accordance with the desired outcome as expressed in the Shire of Wyalkatchem Strategic Community Plan.

Goal: Our built environment responds to the accessibility and connectivity needs of all.

Outcome No.	Action No.	Actions
Our built environment responds to the accessibility and connectivity needs of all.	8.1	Improving safety on road, cycle and footpath networks.
	8.2	Developing and planning community infrastructure to improve use and social interaction.
	8.3	Implement Aged Friendly Plan.
	8.4	Implement the Disability Access and Inclusion Plan (DAIP).

10.2. CORPORATE AND COMMUNITY SERVICES

10.2.1. ACCOUNTS FOR PAYMENT – DECEMBER 2023 & JANUARY 2024

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	07 December 2023
Reporting Officer:	Parul Begum
Disclosure of Interest:	No interest to disclose
File Number:	12.10.02
Attachment Reference:	Attachment 10.2.1.1 – Accounts for Payment – December 2023 Attachment 10.2.1.2 – Accounts for Payment – January 2023

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION

That Council endorse the total payments for the month of December 2023 being \$806,708.85 which comprised of:

- 1. Electronic Funds Transfer (EFT) payments in the Municipal Fund totalling \$774,693.95;*
- 2. Direct Debit (DD) payments in the Municipal Fund totalling \$32,014.90;*

And

January 2024 being \$362,322.90 which comprised of:

- 1. Electronic Funds Transfer (EFT) payments in the Municipal Fund totalling \$325,316.37;*
- 2. Direct Debit (DD) payments in the Municipal Fund totalling \$3,7006.53.*

SUMMARY

To provide Council with a list of accounts paid by the Chief Executive Officer in accordance with his delegated authority and for Council to endorse the payments made for the prior month.

BACKGROUND

The *Local Government (Financial Management) Regulations 1996, s13(1)*, requires that if a local government has delegated to the CEO 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 all payments since the last such list was prepared.

Council has delegated to the CEO (delegation number 1.2.17) the power to make payments from the municipal fund or trust fund.

COMMENT

The payment listing for December 2023 and January 2024 is presented to Council for endorsement.

DECEMBER 2023

Bank Account	Payment Type	Last Number	First Number in the report
Municipal and Trust	EFT	EFT 3231	EFT 3164
DD	DD	DD 2976.12	DD 2936.1

JANUARY 2024

Bank Account	Payment Type	Last Number	First Number in the report
Municipal and Trust	EFT	EFT 3231	EFT 3164
DD	DD	DD 2976.12	DD 2936.1

STATUTORY ENVIRONMENT

Local Government (Financial Management) Regulations, S13.1

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Expenditure in accordance with the 2023/2024 Annual Budget.

COMMUNITY and STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

Goal No.	Strategies		Actions
Goal 10	Transparent, accountable and effective governance	10.1	<ul style="list-style-type: none"> Ensuring a well-informed Council makes good decisions for the community
		10.2	<ul style="list-style-type: none"> Ensuring sound financial management and plans for the Shire’s long-term financial sustainability
		10.3	<ul style="list-style-type: none"> High quality corporate governance, accountability and compliance
		10.4	<ul style="list-style-type: none"> Maintaining Integrated Strategic and Operational plans

10.2.2. ACCOUNTS FOR PAYMENT – CREDIT CARD – NOVEMBER AND DECEMBER 2023

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	07 December 2023
Reporting Officer:	Parul Begum, Finance Officer
Disclosure of Interest:	No interest to disclose
File Number:	File Ref: 12.10.02
Attachment Reference:	Attachment 10.2.2.1 – Credit Card – November 2023 Attachment 10.2.2.2 – Credit Card – December 2023

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION

That Council endorses credit card payments for the period 29 October 2023 to 28 November 2023 totalling \$1601.15 (refer to attachment 10.2.2.1) and 29 November to 28 December 2023 totalling \$1,171.28 (refer to attachment 10.2.2.2)

BACKGROUND

Council governance procedures require the endorsement of credit card payments at each OMC. The attached credit card payment report has been reviewed by the Manager of Corporate Services and the CEO.

STATUTORY ENVIRONMENT

*Local Government Act 1995, Part 6 – Financial Management s.6.4
Local Government (Financial Management) Regulations 1996, R34*

POLICY IMPLICATIONS

Policy Number 2.1 – Purchasing Policy.
Policy Number 2.3 – Credit Card Policy.

FINANCIAL IMPLICATIONS

Nil. Reported expenditure is assessed by management as being consistent with the FY22/23 Annual Budget.

COMMUNITY & STRATEGIC OBJECTIVES

This matter is consistent with the following Strategic Community Plan goal.

Goal - Transparent, accountable and effective governance.

Goal No.	Strategies		Actions
Goal 10	Transparent, accountable, and effective governance	10.1	<ul style="list-style-type: none"> Ensuring a well-informed Council makes good decisions for the community
		10.2	<ul style="list-style-type: none"> Ensuring sound financial management and plans for the Shire’s long-term financial sustainability
		10.3	<ul style="list-style-type: none"> High-quality corporate governance, accountability, and compliance
		10.4	<ul style="list-style-type: none"> Maintaining Integrated Strategic and Operational plans.

10.2.3. MONTHLY FINANCIAL REPORT – NOVEMBER 2023

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	8 February 2024
Reporting Officer:	Claire Trenorden, Manager of Corporate Services
Disclosure of Interest:	No interest to disclose
File Number:	25.08
Attachment Reference:	Attachment 10.2.3.1 – Monthly Financial Report December 2023 Attachment 10.2.3.2 – Monthly Financial Report January 2024

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accepts the Statements of Financial Activity for the month ending 31 December 2023 (refer attachment 10.2.3.1) and for the month ending 31 January 2024 (refer attachment 10.2.3.2).

BACKGROUND

The *Local Government (Financial Management) Regulations 34* requires a local government to prepare a monthly financial statement that reports on actual revenue and expenditure against the annual budget prepared under regulation 22(1) (d).

Council has adopted a material variance of 10% or \$10,000 whichever is the greater.

COMMENT

The attached report includes:

- Statement of Financial Activity by Program (p.3)
- Statement of Financial Activity by Nature and Type (p.4)

The statements provide details of the Shire's operations on an actual year to date basis.

These statements and Notes 1 (p.5) and 2 (p.6) are statutory requirements and must be presented to Council.

The remaining notes all relate to the Statements of Financial Activity.

STATUTORY ENVIRONMENT

Local Government Act 1995, Part 6 – Financial Management S6.4
Local Government (Financial Management) Regulations, R34

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Total Cash Available as at 31 January is \$4,481,306;

- cash available is made up of unrestricted cash \$1,172,835 (26.17%) and
- restricted cash \$3,308,471 (73.83%).

Rates Debtors balance as at 31 January 2024 is \$166,128 and Rates Notices for 2022-23 were issued in July 2023. Rates collected as at end of January 2024 was \$1,347,424- 89%.

January 2024: Operating Revenue – Operating revenue of \$2,205,373 is made up of Rates - 66%, Grants - 13%, Fees and Charges - 10%, Interest earnings – 5%, profit on asset disposals – 6% and other – 0%.

Operating Expenses – Operating expenses of \$2,187,717 is made of Employee Costs – 41%, Materials and Contracts – 48%, Depreciation – 0%, Insurance – 8% and Utility – 3% and Other Charges – 0%.

COMMUNITY AND STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

Goal: Transparent, accountable and effective governance.

Goal No.	Strategies		Actions
Goal 10	Transparent, accountable and effective governance	10.1	<ul style="list-style-type: none"> Ensuring a well-informed Council makes good decisions for the community
		10.2	<ul style="list-style-type: none"> Ensuring sound financial management and plans for the Shire’s long-term financial sustainability
		10.3	<ul style="list-style-type: none"> High quality corporate governance, accountability and compliance
		10.4	<ul style="list-style-type: none"> Maintaining Integrated Strategic and Operational plans.

10.2.4. FEES AND CHARGES - AMENDMENT

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	8 February 2024
Reporting Officer:	Claire Trenorden, Manager of Corporate Services
Disclosure of Interest:	No interest to disclose
File Number:	25.08
Attachment Reference:	Nil

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council adopt the following fees:

1. *Airstrip hire per day \$430.00 inclusive of GST*
2. *Airstrip hire per hour \$60.00 inclusive of GST*
3. *Filming permit application fee \$50.00 inclusive of GST*
4. *Airstrip bond \$2,600*

SUMMARY

In accordance with the *Local Government Act 1995, section 6.16*, a local government may impose a fee or charge for any goods or services that it provides.

BACKGROUND

The Fees & Charges for 2023/24 were adopted with the annual budget in June 2023.

COMMENT

The Shire has been approached regarding using the airstrip for filming purposes. There is currently no charge in our Fees & Charges for this so one needs to be adopted.

We have researched other local governments in regards to permits for filming in a public place for commercial productions and many require a permit to be issued. The City of Bayswater has a charge of \$52.00, the City of Vincent has a fee of \$110.00 whereas the City of Busselton doesn't charge a fee.

In regards to airstrip hire – in 2014 the Shire had an agreement with Racewars that had a hire fee of \$2,000 for six days, this equates to \$333 per day. The average CPI increase over the last 10 years is 2.62%, so assuming CPI increases per year this hire fee would now equate to \$430 per day. The agreement with Racewars also had a bond of \$2,000 – making the same assumption with CPI – this would now be \$2,590.

STATUTORY ENVIRONMENT

Local Government Act 1995, section 6.16.

6.16. *Imposition of fees and charges*

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

** Absolute majority required.*

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Income derived from fees and charges in the 2023/24 financial year.

COMMUNITY & STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan -

Goal: Transparent, accountable and effective governance.

Goal No.	Strategies		Actions
Goal 10	Transparent, accountable and effective governance	10.1	<ul style="list-style-type: none"> Ensuring a well-informed Council makes good decisions for the community
		10.2	<ul style="list-style-type: none"> Ensuring sound financial management and plans for the Shire’s long-term financial sustainability
		10.3	<ul style="list-style-type: none"> High quality corporate governance, accountability and compliance
		10.4	<ul style="list-style-type: none"> Maintaining Integrated Strategic and Operational plans

10.3. GOVERNANCE AND COMPLIANCE

10.3.1. CHIEF EXECUTIVE OFFICER'S REPORT – FEBRUARY 2024

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	9 February 2024
Reporting Officer:	Stephen Tindale, Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Nil

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council accepts the Chief Executive Officer's report.

SUMMARY

This report is prepared by the CEO to provide Council and the Wyalkatchem community with information about CEO activities and Council operations.

COMMENT

Since the last report, the CEO has scheduled to attend the following substantial meetings and events to progress community and Council's interests;

- Craig Cooper, Wyalkatchem Community Resource Centre re agreements
- Dr Emmanuel Awogun re cessation of medical services agreement
- Beth McEwan – Rural Health West re GP services
- President Cr Jannah Stratford & A/CEO Lana Foote re GP services
- Gail Owen & Robert Holdsworth re gravel
- Special Council Meeting re continuation of medical services
- Quentin Davies re civic reception prior to seeding
- WALGA President re Western Power and Telstra outages
- Dr Michael Cudjoe re continuation of medical services
- Local Emergency Management Committee
- Annual Electors meeting

STATUTORY ENVIRONMENT

There are no direct statutory implications in relation to this item.

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

There are no direct financial implications in relation to this item.

COMMUNITY & STRATEGIC OBJECTIVES

The CEO’s activity promotes the Strategic Community Plan objectives, particularly those outlined in Goal 10 which calls on transparent, accountable and effective governance.

Goal 10 Transparent, accountable and effective governance and 12 Form strategic partnerships and advocate for the Community.

Goal No.	Action No.	Actions
10 Transparent, accountable and effective governance	10.1	Ensuring a well-informed Council makes good decisions for the community
	10.4	Maintaining Integrated Strategic and Operational plans
12 Form strategic partnerships and advocate for the community	12.1	Developing strategic partnerships with regional, State & Federal governments
	12.2	Ensuring that the Shire of Wyalkatchem is well positioned to meet future needs

10.3.2. DELEGATION AMENDMENT 1.2.1 – APPOINTMENT OF AUTHORISED PERSONS

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	9 February 2024
Reporting Officer:	Stephanie Elvidge, Governance Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Attachment 10.3.2.1 – Original Delegation 1.2.1 Attachment 10.3.2.2 – S9.10 Local Government Act 1995

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council

OFFICER'S RECOMMENDATION

That Council approves the reappointment of the CEO as an authorised person with the power of sub-delegation as per the original delegation 1.2.1 (attachment 10.3.2.1).

SUMMARY

Management requires the CEO to be able to appoint his team to the adopted and approved sub-delegations, such as animal registrations, persons to approve payments etc as per the *Local Government Act 1995* (see attachment 10.3.2.2).

BACKGROUND

In accordance with the *Local Government Act 1995*, Council reviews its delegation register annually. The last formal review was adopted on the 21 October 2021. Regular updates have taken place in 2022 and 2023 and a full review will take place in 2024 with the new CEO Sabine Taylor.

COMMENT

The former CEO, Peter Klein, revoked his right to appoint authorised persons as per his original delegation 1.2.1 (Council to CEO – Appoint Authorised Persons, Attachment 10.3.2.1.)

This has resulted in any new staff being unable to be appointed as sub-delegates, which is detrimental to the smooth running and shared workloads of the CEO.

In order to address this, the delegation needs to be reinstated.

STATUTORY ENVIRONMENT

Local Government Act 1995 s 5.42 – Delegation of some powers and duties to CEO.

Local Government act 1995 s 5.44 – CEO may delegate some powers and duties to other employees.

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Nil

COMMUNITY AND STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

Goal 10 Transparent, accountable and effective governance

Outcome No. 10	Outcome	Action No.	Actions
	Transparent, accountable and effective governance	10.1	Ensuring a well-informed Council makes good decisions for the community.
		10.3	High quality corporate governance, accountability and compliance

10.3.3. ATTENDANCE AT EVENTS POLICY – ELECTED MEMBERS AND CEO

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	13 December 2023
Reporting Officer:	Stephanie Elvidge, Governance Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.04
Attachment Reference:	Attachment 10.3.3 – Draft Policy – Attendance at Events

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION

That Council,

- 1. Adopt the Mandatory Draft WALGA Policy Attendance at Events and*
- 2. If the council is proposing to provide authorisation to the CEO to determine matters in accordance with this policy, note that Council will need to determine specific principles / criteria by which the CEO may make such determinations.*

SUMMARY

Regulations under the S5.90(a) *Local Government Act 1995* require the Council to have a policy regarding the guidance of Elected Members and CEO's attendance at events.

COMMENT

This Policy has been created using the approved WALGA Template and addresses attendance at any events, including concerts, conferences, functions or sporting events, whether free of charge, part of a sponsorship agreement, or paid by the local government. The purpose of the policy is to provide transparency about the attendance at events of council members and the chief executive officer (CEO).

Attendance at an event in accordance with this policy will exclude the gift holder from the requirement to disclose an interest if the ticket is above \$300 and the donor has a matter before council. Any gift received that is less than \$300 (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest. Receipt of the gift will still be required under the gift register provisions.

STATUTORY ENVIRONMENT

5.90A. Local Government Act 1995 Policy for attendance at events.

(1) In this section —
event includes the following —

- a concert;
- a conference;
- a function;
- a sporting event;
- an occasion of a kind prescribed for the purposes of this definition.

(2) A local government must prepare and adopt* a policy that deals with matters relating to the attendance of council members and the CEO at events, including —

- (a) the provision of tickets to events; and
- (b) payments in respect of attendance; and
- (c) approval of attendance by the local government and criteria for approval; and
- (d) any prescribed matter.

* Absolute majority required.

(3) A local government may amend* the policy.

* Absolute majority required.

(4) When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under this section.

(5) The CEO must publish an up-to-date version of the policy on the local government’s official website.

POLICY IMPLICATIONS

New Policy

FINANCIAL IMPLICATIONS

There are no direct financial implications in relation to this item.

COMMUNITY AND STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

Goal 10 Transparent, accountable and effective governance

Outcome No. 10	Outcome	Action No.	Actions
	Transparent, accountable and effective governance	10.1	Ensuring a well-informed Council makes good decisions for the community.
		10.3	High quality corporate governance, accountability and compliance

10.3.4. AMENDMENT TO AGREEMENT FOR PROVISION OF SERVICES WITH THE COMMUNITY RESOURCE CENTRE

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	9 February 2024
Reporting Officer:	Stephen Tindale, Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	8.14.06
Attachment Reference:	Attachment 10.3.4.1 CRC Sub-licence Agreement Attachment 10.3.4.2 Agreement for Provision of Services

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION

That Council endorse:

- 1. The renewal of the sub-licence agreement with a new expiry date of 30 January 2026;*
- 2. The update of the Agreement for Provision of Services with a clean copy that incorporates changes agreed to date.*

SUMMARY

The Shire of Wyalkatchem has a licence agreement with the Public Transport Authority to occupy land adjacent to the railway line. The licensed area includes the railway station, platform signalling equipment, goods shed, loading platform, heritage museum and the Community Resource Centre (CRC). The 10-year license is due to expire on 31st January 2026.

In turn, the Shire has a sub-licence agreement with the CRC which allows the CRC to occupy the land on which the CRC building sits. The sub-licence agreement expired on 30 May 2022.

The sub-licence agreement needs to be renewed.

The Shire also has an *Agreement for Provision of Services* with the CRC. The agreement covers the provision of library services, visitor information services and supplementary services as agreed between the parties from time to time.

The agreement expires on 30th January 2026 - one day before the expiry of the Shire's licence with the Public Transport Authority.

This report seeks Council's endorsement of;

1. The renewal of the sub-licence agreement with an expiry date of 30 January 2026;
2. The update of the *Agreement for Provision of Services* with a clean copy that incorporates changes agreed to date.

BACKGROUND

In April 2013, the Shire of Wyalkatchem and the CRC entered into an agreement for the provision of library services, visitor information services and any other service that might reasonably be requested by the Council in return for the Council paying the agreed annual contract price.

A few years later the CRC agreed to undertake vehicle and licencing services in place of the Shire and on behalf of the Department of Transport.

The agreement requires that every 2 years during the term of the agreement, the range of services, the CRC’s performance and the contract price is to be reviewed.

The last major review was undertaken in 2020 by the Acting CEO and former Manager of Corporate Services with the assistance of the CRC’s Craig Cooper. More recently, the Acting CEO met with Craig Cooper and reaffirmed further minor amendments to the 2020 draft agreement.

COMMENT

Notated changes to the *Agreement for Provision of Services* every few years have made it a very difficult document to read and understand.

The proposed renewal of the sub-licence agreement with an expiry date of 30 January 2026 and the update of the *Agreement for Provision of Services* of agreement with a clean copy is considered to be critical.

Without them, there is an increased potential for disagreement, reputational harm and poor decision making.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

There are no policy implications in relation to this item.

FINANCIAL IMPLICATIONS

The Contract Price payable by the Council to the CRC for the provision of agreed services will increase by March CPI.

COMMUNITY & STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Council desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

Goal No.	Strategies		Actions
2	An active, engaged and social community	2.5	Provision of Library services
4	Increase visitors to the region.	4.3	Provide facilities to encourage tourist and resident visitation
		4.5	Encouraging visitors into the town centre

10.3.5. CEACA – DRAFT PROPOSED CHANGES TO CONSTITUTION

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	11 December 2023
Reporting Officer:	Stephanie Elvidge – Governance Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.5.12
Attachment Reference:	Attachment 10.3.5.1 – Explanatory Memorandum of proposed Changes and Tracked Draft Constitution. Attachment 10.3.5.2 – CEACA AGM Minutes - draft

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION

That Council notes the information provided in attachment 10.3.5.1 and receives the draft minutes of the CEACA Annual General Meeting, Monday 6 November 2023 (attachment 10.3.5.2)

SUMMARY

Council to remain informed and note the information provided in the attachments 10.3.5.1 and 10.3.5.2.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

There are no direct financial implications in relation to this item.

COMMUNITY & STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan –

Goal: Transparent, accountable and effective governance.

Goal No.	Strategies		Actions
Goal 10	Transparent, accountable and effective governance	10.1 10.3	<ul style="list-style-type: none"> Ensuring a well-informed Council makes good decisions for the community High quality corporate governance, accountability and compliance

10.4. PLANNING AND BUILDING

10.4.1. DEVELOPMENT APPROVAL (DA) APPLICATION ON LOT 437 LINDSAY STREET, WYALKATCHEM

Applicant:	CBH
Location:	Cnr Flint and Lindsay Streets, Wyalkatchem
Date:	Application date – 18 January 2024
Reporting Officer:	Stephen Tindale, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	04.14.01
Attachment Reference:	Nil

VOTING REQUIREMENT

Simple Majority

OFFICER RECOMMENDATION

That Council approves the proposed development as submitted, with a condition that the Council requires evidence that the PTA has no objections to the proposal - to the satisfaction of the Chief Executive Officer. Additional standard footnotes are recommended regarding approval times, appeal rights and the need for a building permit.

Conditions

1. That the applicant provide evidence, to the satisfaction of the Chief Executive Officer, from the Public Transport Authority that it has no objection to the proposed development.

Footnotes

1. If the development, the subject of this approval, is not substantially commenced within a period of 24 months from the date of the approval, the approval will lapse and be of no further effect. For the purposes of this condition, the term “substantially commenced” has the meaning given to it in the *Planning and Development (Local Planning Schemes) Regulations 2015* as amended from time to time.
2. If an applicant or owner is aggrieved by this determination, there is a right of review by the State Administrative Tribunal in accordance with the *Planning and Development Act 2005* Part 14. An application must be made within 28 days of the determination.
3. The applicant is advised that granting of development approval does not constitute a building permit and that an application for relevant building permits must be submitted to the local government and be approved before any work requiring a building permit can commence on site.

EXECUTIVE SUMMARY

This report considers a CBH proposal to install a new 7.5x3 m transportable crib room, relocate an existing toilet block, and connect these facilities to services including new septics.

BACKGROUND

On 18th January 2024 a Development Approval (DA) application was submitted by Ellett Construction Services on behalf of CBH (the owner of Lot 437 Lindsay Street, Wyalkatchem). The DA was accompanied by;

- A covering letter from the applicant.
- A DA application form.
- An authority to sign from the owners.

- A site plan with no dimensions or setbacks (see Figure 2).
- A circulation map of the CBH facility.
- Construction details.
- A map of the Bushfire prone areas.
- A certificate of title.

LOCATION

The property is located on the east side of Wyalkatchem townsite and, in total, measures about 18 hectares. Figure 1 provides a location plan of the site and Figure 2 shows an enlargement of the area of the proposed development immediately south of the existing silos (provided by the applicant).

The plan of the proposed siting shows no detail of setbacks from the southern boundary of Lot 437. This boundary is shared with Crown Reserve 31081 which is a Crown Reserve vested in the Public Transport Authority of WA (PTA).

This reserve is a 2-hectare C-Class Reserve with a listed use of 'Railway Purposes'. Aerial photographs clearly show that much of the land is used for bulk handling of grain; however, the approval of PTA should be obtained as part of the approval of the proposed development.

It also appears that the existing toilet block may be currently located on the PTA property.

Discussion

The proposed development will barely be visible from any surrounding public areas and is considered an integral component of the grain handling operations. Rather than delay the assessment of the DA, it is considered preferable to impose a condition relating to the PTA clearance.

FIGURE 1 – LOCATION PLAN



FIGURE 2 – EXTRACT FROM DA SITE PLAN



Source: DA, Landgate, Planwest

Local Planning Scheme

Local Planning Scheme No 4 (the Scheme) zones the subject property in two parts. The northern portion (about 14 hectares) is zoned 'Special use - Development'. The southern portion, where the proposed development is located, is zoned 'Light industry' and is about 4 hectares. This latter zoning was designed to encompass the majority of the CBH operations leaving the northern portion for other development options.

The uses proposed are considered to be components of grain handling services and would be permissible under the provisions of the Scheme.

Boundary setbacks for 'industrial – light' development (in Table 2 of the Scheme) require a front and rear setback of 7.5m. The side setback is 'to be determined by the Council' in each particular case.

Whilst it is debatable which boundary the southern boundary is determined to be, it is not the front boundary, and therefore less critical (for amenity reasons) for determining a setback requirement.

Figure 3 shows the zoning of the southern part of the property and surrounding land with aerial photographs to locate the main site features.

FIGURE 3 – SCHEME MAP EXTRACT



Source: DPLH,
ESRI, Landgate,
Planwest

PROPOSED DEVELOPMENT

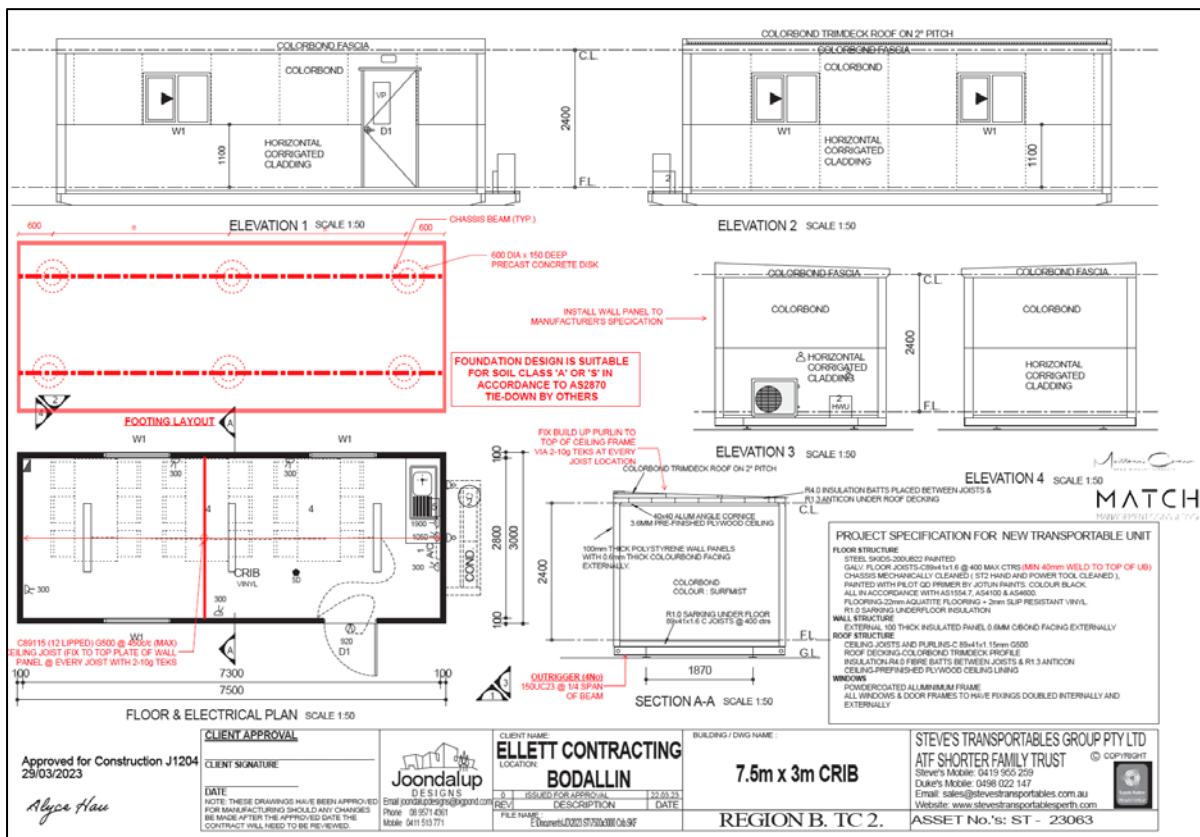
The proposed development, from a planning viewpoint, does not raise any issues. The CBH operations are part of the town’s economy and workforce source, and the proposal is in a location that is unlikely to disturb any sensitive uses.

However, the proximity to the PTA land and the absence of marked setbacks from the common boundary, gives rise to the need to consult with the PTA.

As mentioned, much of the PTA land is currently used for grain handling purposes, so it is unlikely that the PTA will object to the proposed development.

Figure 4 shows an extract from the DA information (more details are shown in the DA attached to this item). This figure shows that the ‘crib’ room is a transportable unit without any modifications to make it look less like a ‘donga’.

FIGURE 4 – PROPOSED DEVELOPMENT



Source: DA, Planwest

The circulation plan attached to the DA indicates that the proposed development is well separated from any internal traffic.

Although the area is included in the Bushfire Prone mapping, there are no residential or sensitive uses that would require a bushfire, or BAL (Bushfire Attack Level), assessment.

The Council has adopted a Local Planning Policy (LPP) under the provisions of the Scheme that generally precludes the use of donga type structures in townsites.

The LPP provides for exceptions for uses - other than residential uses - where it considers the use or establishment of the structure will not conflict with the objectives of the policy.

The LPP is designed to protect the amenity of streetscapes in townsites from the indiscriminate use of certain moveable buildings, like dongas. In this case it is considered that the proposal is acceptable as the land is far enough away from a residential street, and the land is zoned for light industrial uses.

CONSULTATION

Council Governance Executive Officer
 Paul Bashall – Planwest, Town Planning Consultant

STATUTORY ENVIRONMENT

Planning and Development Act 2005
 Shire of Wyalkatchem Local Planning Scheme No 4

POLICY IMPLICATIONS (OTHER THAN LPPS)

There are no policy implications applicable to this item.

FINANCIAL IMPLICATIONS

There are no financial implications applicable to this item.
 The applicant has yet to pay the DA fee.

STRATEGIC/RISK IMPLICATIONS

There are no strategic or risk implications applicable to this item.

COMMUNITY & STRATEGIC OBJECTIVES

The proposed policy promotes the Strategic Community Plan objectives, particularly a number of those outlined in Goal 5 which calls for growth in business opportunity.

Goal No.	Action No.	Actions
5 Growth in business opportunity	5.1	Engage with & support local business community
	5.2	Support new industry, business, investment & diversity while encouraging growth of local businesses
	5.5	Town planning strategies support industry growth

11.MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

12.QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

13.URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

14.MATTERS BEHIND CLOSED DOORS

15.CLOSURE OF THE MEETING

ATTACHMENTS



FEBRUARY 2024

ATTACHMENTS FEBRUARY 2024

- 1. 7.1.1 OMC Minutes – 21 December 2023**
- 2. 7.1.2 Special Meeting Minutes – January 2024**
- 3. 10.2.1.1+2 Accounts for Payment – Dec 2023 + Jan 2024**
- 4. 10.2.2.1+2 Credit Card Declaration – Nov 2023 + Dec 2023**
- 5. 10.2.3.1+2 Monthly Financial Reports – Dec 2023 + Jan 2024**
- 6. 10.3.2.1 Delegation Council to CEO**
- 7. 10.3.2.2 Delegation – LG Act 1995**
- 8. 10.3.3 Attendance at Events – Draft Policy**
- 9. 10.3.4.1 Draft CRC Sublicence**
- 10. 10.3.4.2 CRC Draft Agreement for Provision of Services**
- 11. 10.3.5.1 Draft Constitution – CEACA**
- 12. 10.3.5.2 Draft CEACA AGM Minutes – November 2023**



**PUBLIC MINUTES
OF THE
ORDINARY MEETING
OF COUNCIL
HELD ON
THURSDAY 21 December 2023**

**Council Chambers
Honour Avenue
Wyalkatchem**

Commencement: 4:15pm

Closure: 6:12pm

ORDER OF EVENTS

Thursday, 21 December 2023

3:30pm **Audit and Risk Management Committee Meeting**

4:00pm **Ordinary Meeting of Council**

Preface

When the Chief Executive Officer approved these Minutes for distribution they are in essence “*Unconfirmed*” until the following Ordinary Meeting of Council, where the minutes will be confirmed subject to any amendments.

The “*Confirmed*” Minutes are then signed off by the Presiding Member.

Unconfirmed Minutes

These minutes were approved for distribution on 4 January 2023.

Stephen Tindale

Chief Executive Officer

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem 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 decisions, which will be provided within ten days of this meeting.

DISCLOSURE OF INTEREST

Councillors and staff are reminded of the requirements of section 5.65 of the *Local Government Act 1995*, to disclose any interest or perceived interest in any matter to be discussed during a meeting, and also the requirement to disclose any item affecting impartiality.

Financial Interest:

Under section 5.60A of the *Local Government Act 1995*, a person is said to have a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the Local Government in a particular way, result in a financial gain, loss, benefit or detriment for the person.

Proximity Interest:

Under section 5.60B of the *Local Government Act 1995*, a person is said to have a proximity interest in a matter if the matter concerns a proposed change to a planning scheme affecting land that adjoins the person's land; a proposed change to the zoning or use of land that adjoins the person's land; or a proposed development of land that adjoins the person's land.

Impartiality Interest:

To maintain transparency, it is important to disclose all interests, including impartiality interests which include interests arising from kinship, friendship and membership of associations. If it is possible that your vote on a matter may be perceived as impartial, you should disclose your interest.

Disclosing an Interest:

Disclosures must be made, in writing, to the Chief Executive Officer prior to the meeting at which the matter in which you have an interest is to be discussed.

If you disclose a Financial or Proximity Interest, you must leave the room while the matter is discussed and voted on. Only after a decision has been reached may you return to the meeting, at which time the Presiding Person will inform you of Council's decision on the matter.

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1. DECLARATION OF OPENING

Shire President, Cr Garner, declared the meeting open at 4:15pm.

2. PUBLIC QUESTION TIME

2.1. Response to Public Questions Previously Taken on Notice

Nil

2.2. Declaration of Public Question Time opened

Public Question Time opened at 4:15pm.

There were no questions.

2.3. Declaration of Public Question Time closed

Public Question Time closed at 4:15pm.

3. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE

3.1. Attendance

Members:

Cr. Owen Garner	Shire President
Cr. Christy Petchell	Deputy resident
Cr. Mischa Stratford	
Cr Christopher Loton	Via TEAMS
Cr. Tracy Dickson	
Cr. Justin Begley	
Cr. Rod Lawson Kerr	

Staff:

Stephen Tindale	Acting Chief Executive Officer
Terry Delane	Manager of Works joined the meeting at 4:38PM
Stephanie Elvidge	Governance Executive Officer

Visitors: Nil

3.2. Apologies

Claire Trenorden	Manager of Corporate Services
------------------	-------------------------------

3.3. Approved Leave of Absence

Nil

3.4. Applications for Leave of Absence

Nil

4. OBITUARIES

It was advised that Mrs Anne Lawrence, long term resident of Wyalkatchem recently passed. Thank you to the Wyalkatchem Hospital Staff for their care of her for the last 17 years.

- VOTING REQUIREMENT
Absolute Majority

That on the recommendation of the Audit and Risk Management Committee Council;

1. Accepts the Annual Report and Financial Statements for the year ended 30 June 2023 year.
2. Holds a General Meeting of Electors on the 8 February 2024 commencing at 5:30pm in the Shire of Wyalkatchem Council Chambers.

COMMITTEE RECOMMENDATION/ COUNCIL RESOLUTION

(148/2023) Moved: Cr Stratford

Seconded: Cr Petchell

That the minutes of the Wyalkatchem Audit and Risk Management Committee Meeting held on the 21 December 2023 (Attachment 7.1.2 to be provided) be received by Council and that Council:

- 1. Accepts the 2022/2023 Management Letter prepared by Office of Auditor General and accepts management comments and actions in relation to the audit outcomes and recommendations.***
- 2. Accepts and endorse the Report on Significant Matters for the financial year ended 30 June 2023.***
- 3. Acknowledge that the Audit and Risk Management Committee has met with the Auditors and has discharges its obligations, in accordance with Section 7.12A (2)) of the Local Government Act.***
- 4. Accepts the Annual Report and Financial Statements for the year ended 30 June 2023 year.***
- 5. Holds a General Meeting of Electors on the 8 February 2024 commencing at 5:30pm in the Shire of Wyalkatchem Council Chambers.***

CARRIED 7/0

7.2. Receipt of Minutes

7.2.1. NEWROC Council Meeting – 4 December 2023

Minutes of the Shire of the NEWROC Council Meeting held on Monday 4 December 2023 (Attachment 7.2.1).

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(149/2023) Moved: Cr Stratford

Seconded: Cr Begley

That the minutes of the NEWROC Council Meeting held on Monday 4 December 2023 (Attachment 7.2.1) be received.

CARRIED 7/0

7.2.2. Great Eastern Country Zone Meeting – 20 November 2023

Minutes of the WALGA Great Eastern Country Zone Meeting held on Monday 20 November 2023 (Attachment 7.2.2).

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(150/2023) Moved: Cr Stratford

Seconded: Cr Petchell

That the minutes of the WALGA Great Eastern Country Zone Meeting held on Monday 20 November 2023 (Attachment 7.2.2) be received.

CARRIED 7/0

7.2.3. Pioneer Pathway Meeting – 26 October 2023

Minutes of the Pioneer Pathway Stakeholders Meeting held on Monday 4 December 2023 (Attachment 7.2.3).

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(151/2023) Moved: Cr Begley

Seconded: Cr Lawson Kerr

That the minutes of the Pioneer Pathway Stakeholders Meeting held on Monday 4 December 2023 (Attachment 7.2.3) be received.

CARRIED 7/0

8. ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

Cr Garner thanked Council and staff for their work and contributions over the year and wished the community a safe and happy break.

9. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

9.1. Item 13.1 APPOINTMENT OF CHIEF EXECUTIVE OFFICER

10.REPORTS

10.1. CORPORATE AND COMMUNITY SERVICES

10.1.1. ACCOUNTS FOR PAYMENT – NOVEMBER 2023

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	07 December 2023
Reporting Officer:	Parul Begum
Disclosure of Interest:	No interest to disclose
File Number:	12.10.02
Attachment Reference:	Attachment 10.1.1 – Accounts for Payment – November 2023

SUMMARY

To provide Council with a list of accounts paid by the Chief Executive Officer in accordance with his delegated authority and for Council to endorse the payments made for the prior month.

BACKGROUND

The *Local Government (Financial Management) Regulations 1996, s13(1)*, requires that if a local government has delegated to the CEO 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 all payments since the last such list was prepared.

Council has delegated to the CEO (delegation number 1.2.17) the power to make payments from the municipal fund or trust fund.

COMMENT

The payment listing for November 2023 is presented to Council for endorsement.

Bank Account	Payment Type	Last Number	First Number in the report
Municipal and Trust	EFT	EFT 3231	EFT 3164
DD	DD	DD 2976.12	DD 2936.1

STATUTORY ENVIRONMENT

Local Government (Financial Management) Regulations, S13.1

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Expenditure in accordance with the 2023/2024 Annual Budget.

COMMUNITY and STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

Goal No.	Strategies		Actions
Goal 10	Transparent, accountable and effective governance	10.1	<ul style="list-style-type: none"> Ensuring a well-informed Council makes good decisions for the community
		10.2	<ul style="list-style-type: none"> Ensuring sound financial management and plans for the Shire’s long-term financial sustainability
		10.3	<ul style="list-style-type: none"> High quality corporate governance, accountability and compliance
		10.4	<ul style="list-style-type: none"> Maintaining Integrated Strategic and Operational plans

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION/ COUNCIL RESOLUTION

(152/2023) Moved: Cr Petchell

Seconded: Cr Dickson

That Council endorse the total payments for the month of November 2023 being \$696,742.31 which comprised of:

- 1. Electronic Funds Transfer (EFT) payments from the Municipal Fund totalling \$664,112.13;*
- 2. Direct Debit (DD) payments from the Municipal Fund totalling \$32,630.18.*

CARRIED 7/0

10.1.2. ACCOUNTS FOR PAYMENT – CREDIT CARD – OCTOBER 2023

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	07 December 2023
Reporting Officer:	Parul Begum, Finance Officer
Disclosure of Interest:	No interest to disclose
File Number:	File Ref: 12.10.02
Attachment Reference:	Attachment 10.1.2 – Credit Card – October 2023

BACKGROUND

Council governance procedures require the endorsement of credit card payments at each OMC. The attached credit card payment report has been reviewed by the Manager of Corporate Services and the CEO.

STATUTORY ENVIRONMENT

Local Government Act 1995, Part 6 – Financial Management s.6.4
Local Government (Financial Management) Regulations 1996, R34

POLICY IMPLICATIONS

Policy Number 2.1 – Purchasing Policy.
 Policy Number 2.3 – Credit Card Policy.

FINANCIAL IMPLICATIONS

Nil. Reported expenditure is assessed by management as being consistent with the FY22/23 Annual Budget.

COMMUNITY & STRATEGIC OBJECTIVES

This matter is consistent with the following Strategic Community Plan goal.

Goal - Transparent, accountable and effective governance.

Goal No.	Strategies		Actions
Goal 10	Transparent, accountable, and effective governance	10.1	<ul style="list-style-type: none"> Ensuring a well-informed Council makes good decisions for the community
		10.2	<ul style="list-style-type: none"> Ensuring sound financial management and plans for the Shire’s long-term financial sustainability
		10.3	<ul style="list-style-type: none"> High-quality corporate governance, accountability, and compliance
		10.4	<ul style="list-style-type: none"> Maintaining Integrated Strategic and Operational plans.

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION/ COUNCIL RESOLUTION

(153/2023) Moved: Cr Petchell

Seconded: Cr Lawson Kerr

That Council endorses credit card payments for the period 29 September 2023 to 28 October 2023 totalling \$1,171.71 (refer to attachment 10.1.2).

CARRIED 7/0

10.1.3. MONTHLY FINANCIAL REPORT – NOVEMBER 2023

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	13 December 2023
Reporting Officer:	Claire Trenorden, Manager of Corporate Services
Disclosure of Interest:	No interest to disclose
File Number:	25.08
Attachment Reference:	Attachment 10.1.3 – Monthly Financial Report November 2023

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION/ COUNCIL RESOLUTION

(154/2023) Moved: Cr Stratford

Seconded: Cr Dickson

That Council accepts the Statements of Financial Activity for the month ending 30 November 2023 (refer attachment 10.1.3).

CARRIED 7/0

BACKGROUND

The *Local Government (Financial Management) Regulations 34* requires a local government to prepare a monthly financial statement that reports on actual revenue and expenditure against the annual budget prepared under regulation 22(1) (d).

Council has adopted a material variance of 10% or \$10,000 whichever is the greater.

COMMENT

The attached report includes:

- Statement of Financial Activity by Program (p.3)
- Statement of Financial Activity by Nature and Type (p.4)

The statements provide details of the Shire’s operations on an actual year to date basis.

These statements and Notes 1 (p.5) and 2 (p.6) are statutory requirements and must be presented to Council.

The remaining notes all relate to the Statements of Financial Activity.

STATUTORY ENVIRONMENT

Local Government Act 1995, Part 6 – Financial Management S6.4

Local Government (Financial Management) Regulations, R34

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Total Cash Available as at 30 November 2023 is \$5,559,110;

- cash available is made up of unrestricted cash \$2,250,639 (40.49%) and
- restricted cash \$3,308,471 (59.51%).

Rates Debtors balance as at 30 November 2023 is \$235,773 and Rates Notices for 2022-23 were issued in July 2023. Rates collected as at end of November 2023 was \$1,278,603 - 84%.

November 2023: Operating Revenue – Operating revenue of \$1,956,436 is made up of Rates - 74%, Grants - 11%, Fees and Charges - 10%, Interest earnings – 5% and other – 0%.

Operating Expenses – Operating expenses of \$1,483,012 is made of Employee Costs – 40%, Materials and Contracts – 45%, Depreciation – 0%, Insurance – 12% and Utility – 3% and Other Charges – 0%.

COMMUNITY AND STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

Goal: Transparent, accountable and effective governance.

Goal No.	Strategies		Actions
Goal 10	Transparent, accountable and effective governance	10.1	<ul style="list-style-type: none"> Ensuring a well-informed Council makes good decisions for the community
		10.2	<ul style="list-style-type: none"> Ensuring sound financial management and plans for the Shire’s long-term financial sustainability
		10.3	<ul style="list-style-type: none"> High quality corporate governance, accountability and compliance
		10.4	<ul style="list-style-type: none"> Maintaining Integrated Strategic and Operational plans.

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION/ COUNCIL RESOLUTION

(154/2023) Moved: Cr Stratford

Seconded: Cr Dickson

That Council accepts the Statements of Financial Activity for the month ending 30 November 2023 (refer attachment 10.1.3).

CARRIED 7/0

10.1.4. RECOVERY OF RATES AND SERVICE CHARGES

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	14 December 2023
Reporting Officer:	Stephen Tindale, Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	25/ 2023-24 Debt Collection
Attachment Reference:	Nil

BACKGROUND

Rates on Lots 167 (no 13) and 166 (no 15) in Piesse St, Wyalkatchem have been outstanding for more than 3 years. It is proposed that Council take possession of both sites and as required by legislation, offer the sites for sale by public auction.

COMMENT

Council has a right to set terms and conditions on the sale and if a contract of sale has not been entered into, within 12 months from the date of auction, the land may be transferred in fee simple to the Shire.

STATUTORY ENVIRONMENT

The legislative requirements for acting where rates or service charges are unpaid, are contained in Part 6, Division 6, sections 6.63 to 6.75 and Schedules 6.2 and 6.3 of the *Local Government Act 1995* and Part 5 of the *Local Government (Financial Management) Regulations 1996* - regulations 72 to 78 and Forms 2 to 7.

The Department of Local Government and Communities has also issued *Operational Guidelines for the Possession of Land for Recovery of Rates*.

In addition, management has sought legal advice from Adam Watts, MacLeod Lawyers and will continue to do so to ensure the legislative obligations are met.

Once Council has resolved to take possession and to sell the properties the following steps will be taken;

- 1) A notice will be issued to the property owner or their representative, advising that Council is taking possession of the properties under section 6.64 of the *Local Government Act 1995*;
- 2) A statutory notice will be affixed to the property advising that the Council has taken possession of the property;
- 3) A second notice will be concurrently issued on the owners advising that unless payment is made of all outstanding amounts within 3 months of the date of the notice, the property will be offered for sale in accordance with section 6.64 of the *Local Government Act 1995*;
- 4) Council is to appoint a date & time for the auction to occur.

POLICY IMPLICATIONS

Council Policy 2.10 Revenue Collection contains the following provision:

3. Rates and Charges that Remain Unpaid for three years or more

3.1. *If all reasonable attempts outlined in Section 2 results in no successful recovery and the rates and charges remain unpaid for three years or more the Chief Executive Officer is authorised to take possession of the land in accordance with Section 6.64(1) of the Local Government Act 1995.*

3.2. *A report is to be presented to Council detailing the amount of rates and charges outstanding, the attempts to recover the debt and the recommended action.*

3.3. *The Chief Executive Officer be authorised to engage a debt collection agency to assist in the administering the process and the Council approved action.*

FINANCIAL IMPLICATIONS

The cost of engaging a debt collection agency has yet to be ascertained but is expected to be significantly less than the amounts owing on the land and the value of the land at sale.

The amount of rates and service charges outstanding for a full three years on Lots 167 (no 13) and 166 (no 15) is \$1,818.49 and \$7,438.37 respectively. The full amount outstanding on each is \$4,864.67 for 13 Piesse St and \$24,751.37 on 15 Piesse St.

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(155/2023) Moved: Cr Dickson

Seconded: Cr Petchell

That Council;

1. *Authorise the Chief Executive officer to engage a debt collection agency to assist in the process of taking possession of Wyalkatchem Townsite Lots 167 and 166 under the provisions of Section 6.64 of the Local Government Act 1995;*
2. *Offer lots 167 and/or 166 for sale by public tender should the outstanding rates and service charges remain unpaid 3 months after due notice is issued.*

CARRIED 7/0

Mr Terry Delane joined the meeting at 4:38pm

10.2. GOVERNANCE AND COMPLIANCE

10.2.1. CHIEF EXECUTIVE OFFICER’S REPORT – DECEMBER 2023

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	8 December 2023
Reporting Officer:	Stephen Tindale, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Nil

SUMMARY

This report is prepared by the CEO to provide Council and the Wyalkatchem community with information about CEO activities and Council operations.

COMMENT

Since the last report, the CEO has scheduled to attended the following substantial meetings and events to progress community and Council’s interests;

- NEWROC Council meeting, Nungarin
- Michelle & Stephen Crute – Disability Access Ramp
- Craig Cooper – CRC agreements

STATUTORY ENVIRONMENT

There are no direct statutory implications in relation to this item.

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

There are no direct financial implications in relation to this item.

COMMUNITY & STRATEGIC OBJECTIVES

The CEO’s activity promotes the Strategic Community Plan objectives, particularly those outlined in Goal 10 which calls on transparent, accountable and effective governance.

Goal 10 Transparent, accountable and effective governance and 12 Form strategic partnerships and advocate for the Community.

Goal No.	Action No.	Actions
10 Transparent, accountable and effective governance	10.1	Ensuring a well-informed Council makes good decisions for the community
	10.4	Maintaining Integrated Strategic and Operational plans
12	12.1	Developing strategic partnerships with regional, State & Federal governments

Form strategic partnerships and advocate for the community	12.2	Ensuring that the Shire of Wyalkatchem is well positioned to meet future needs
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VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(156/2023) Moved: Cr Stratford

Seconded: Cr Petchell

That Council accepts the Chief Executive Officer's report.

CARRIED 7/0

10.2.2. PROPOSED HOSPITAL STAFF ACCOMODATION

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	13 December 2023
Reporting Officer:	Stephen Tindale, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Nil

SUMMARY

The Growing Regions Fund was launched by the Federal Government earlier this year and was identified as a potential source of funding to support the Shire's construction of four, two-bedroom, two-bathroom units to accommodate hospital staff and to assist the WA Country Health Service to recruit and retain staff.

The Shire's expression of interest has been successful and we have now been invited to participate in Stage 2 which requires more detailed evidence to support claims and a business case to demonstrate 'value for money'.

The Stage 2 application is due for submission by 15 January 2024.

BACKGROUND

In making an application to the Growing Regions Fund, the Shire of Wyalkatchem joined with the shires of Tammin, Dowerin, Bruce Rock, Trayning, Kellerberrin & Cunderdin to make a joint Stage 1 application. The application involved the submission of an expression of interest that required us to demonstrate high level evidence of need for hospital staff accommodation and evidence of alignment with regional priorities and objectives. The application in total, sought funding for the construction of 35 dwellings across the 7 shires.

COMMENT

The specific criteria to be addressed in Stage 2 are:

- Project's contribution to economic opportunity, social and community inclusion (40 points)
- Project Alignment with broader Government and regional strategic priorities (20 points)
- Demonstrated capacity, capability and resources to deliver and sustain the project (40 points).

STATUTORY ENVIRONMENT

Clause 6.11 of the *Local Government Act 1995* provides the following:

- (1) *Subject to subsection (5), where a local government wishes to set aside money for use for a purpose in a future financial year, it is to establish and maintain a reserve account for each such purpose.*
- (2) *Subject to subsection (3), before a local government —*
 - (a) *changes* the purpose of a reserve account; or*
 - (b) *uses* the money in a reserve account for another purpose,*

it must give one month’s local public notice of the proposed change of purpose or proposed use.

*** Absolute majority required.**

- (3) *A local government is not required to give local public notice under subsection (2) —*
 - (a) *where the change of purpose or of proposed use of money has been disclosed in the annual budget of the local government for that financial year; or*
 - (b) *in such other circumstances as are prescribed.*
- (4) *A change of purpose of, or use of money in, a reserve account is to be disclosed in the annual financial report for the year in which the change occurs.*
- (5) *Regulations may prescribe the circumstances and the manner in which a local government may set aside money for use for a purpose in a future financial year without the requirement to establish and maintain a reserve account.*

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Whitney Consulting has been contracted to assist in drafting the joint Stage 2 application and a purchase order for \$3,500 has been issued, representing our share of the \$24,000 cost to draft this application.

If successful, the grant will contribute 70% of the estimated total cost of construction which, Evoke Homes has estimated to be \$1.61M. This is comprised of the following;

Wyalkatchem Hospital Staff Accommodation Village

Item	Qty	Unit Price	GST Inc.
Planning & design	1	\$80,000	\$80,000
The Ocean Retreat design	4	\$198,000	\$792,000
ADD Carport 3x6m	4	\$10,000	\$40,000
ADD Vinyl flooring to Ocean Retreat design	4	\$6,000	\$24,000
ADD two 2.5kW air-con split systems to each unit	4	\$5,800	\$23,200
PROVISIONAL SUM for Fencing and low maintenance landscaping	1	\$ 150,000	\$150,000
PROVISIONAL SUM for Service connections (power, water, sewer) within 10m	1	\$ 120,000	\$120,000
PROVISIONAL SUM for Clearing and earthworks	1	\$ 110,000	\$110,000
PROVISIONAL SUM - Shared outdoor area (shade shelter & table setting).	1	\$55,000	\$55,000
PROVISIONAL SUM for lockable linen cupboard	4	\$1,200	\$4,800
Contingency (15%)			\$209,850
TOTAL BUDGET ESTIMATE			\$1,608,850

Therefore, if the grant contributes \$1.126M (70%), the balance of \$483k (30%) would be drawn from Council’s ‘Community Health Reserve’ which, has a current balance of \$1.12M. The Council’s

business case will require the recovery of this investment via rent charged to the WA Country Health Service.

The recovery of a \$483k investment over a 10-year period, assuming a discount rate of 4.83%, plus the recovery of annual operating costs, requires a weekly rental of \$567/unit.

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Capex Recovery Charge	\$62,050	\$62,050	\$62,050	\$62,050	\$62,050	\$62,050	\$62,050	\$62,050	\$62,050	\$62,050
Opex charge	\$46,833	\$48,706	\$50,654	\$52,680	\$54,788	\$56,979	\$59,258	\$61,629	\$64,094	\$66,658
Annual Rent	\$108,883	\$110,756	\$112,704	\$114,730	\$116,838	\$119,029	\$121,308	\$123,679	\$126,144	\$128,708
Monthly Rent	\$9,074	\$9,230	\$9,392	\$9,561	\$9,736	\$9,919	\$10,109	\$10,307	\$10,512	\$10,726
Weekly Rent/unit	\$567	\$577	\$587	\$598	\$609	\$620	\$632	\$644	\$657	\$670

NPV	
NPV (10-year repayment)	\$483,566

COMMUNITY AND STRATEGIC OBJECTIVES

Goal No.	Action No.	Actions
Goal 1		
A safe and healthy community	1.3	Support and advocate for appropriate & accessible health services.
Goal 12	12.1	Developing strategic partnerships with regional, State & Federal governments
Form strategic partnerships and advocate for the community	12.2	Ensuring that the Shire of Wyalkatchem is well positioned to meet future needs

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(157/2023) Moved: Cr Stratford

Seconded: Cr Dickson

That Council

- a) Endorse the application to the Growing Regions Fund for a proposed hospital staff accommodation project in Wyalkatchem;*
- b) Note that Council's 30% share of the project cost is to be met with reserve funds and is subject to the adoption of the 2024/25 budget.*

CARRIED 7/0

10.2.3. STRATEGIC COMMUNITY PLAN

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	13 December 2023
Reporting Officer:	Stephen Tindale, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.04
Attachment Reference:	Nil

SUMMARY

Regulations under the *Local Government Act 1995* require the Council to have a strategic community plan that covers a 10-year period.

The plan is to be reviewed every 4 years and our plan is due for review in 2024. This review could be a cursory desktop review, just enough to comply with this obligation or it could be a thorough rewrite.

Management is advocating a total rewrite with an external facilitator because much has changed since the current plan was compiled.

BACKGROUND

Significant changes within the community include:

- an ongoing population decline,
- a steady increase in our median age,
- reduced numbers at school,
- the escalating cost of GP services,
- the loss of retail businesses (bank, butcher, café & football club all lost in the last 18 months), and
- the tightening housing market and an outlook that is just not as bright as it was pre-COVID.

There is also an emerging view that the community is seeking engagement on its future, on what's practical and who's going to do what.

COMMENT

A copy of the current Community Strategic Plan, is attached.

The existing strategic community plan is silent on specific subjects such as housing and sporting facilities.

This has the potential to let us down when seeking grant funds for related projects.

Funding bodies want to know that grant applications are consistent with the Council's plan and that expenditure proposals have community support. If we can't point to this support in our strategic plan, our case is significantly weakened.

Reviewing the plan will require consultation with the community via either a survey and/or consultative meetings.

To avoid potential conflicts of interest and minimise disruption to staff in providing ongoing services, a consultant should be appointed to help plan and guide Council through the process.

Caroline Robinson has been approached and has offered to provide this service for an estimated cost of \$8,000 and an allocation of this amount has been included in the FY23 budget.

STATUTORY ENVIRONMENT

Regulation 19C of the *Local Government (Administration) Regulations 1996* provides the following:

- (1) *A local government is to ensure that a strategic community plan is made for its district in accordance with this regulation in respect of each financial year after the financial year ending 30 June 2013.*
- (2) *A strategic community plan for a district is to cover the period specified in the plan, which is to be at least 10 financial years.*
- (3) *A strategic community plan for a district is to set out the vision, aspirations and objectives of the community in the district.*
- (4) *A local government is to review the current strategic community plan for its district at least once every 4 years.*
- (5) *In making or reviewing a strategic community plan, a local government is to have regard to —*
 - (a) the capacity of its current resources and the anticipated capacity of its future resources; and*
 - (b) strategic performance indicators and the ways of measuring its strategic performance by the application of those indicators; and*
 - (c) demographic trends.*
- (6) *Subject to sub regulation (9), a local government may modify its strategic community plan, including extending the period the plan is made in respect of.*
- (7) *A council is to consider a strategic community plan, or modifications of such a plan, submitted to it and is to determine* whether or not to adopt the plan or the modifications.*
**Absolute majority required.*
- (8) *If a strategic community plan is, or modifications of a strategic community plan are, adopted by the council, the plan or modified plan applies to the district for the period specified in the plan.*
- (9) *A local government is to ensure that the electors and ratepayers of its district are consulted during the development of a strategic community plan and when preparing modifications of a strategic community plan.*
- (10) *A strategic community plan for a district is to contain a description of the involvement of the electors and ratepayers of the district in the development of the plan or the preparation of modifications of the plan.*

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Funding of \$8,000 for the review has been set aside in the current financial year.

COMMUNITY AND STRATEGIC OBJECTIVES

To be reviewed in their entirety.

FINANCIAL IMPLICATIONS

There are no financial implications in relation to this item.

COMMUNITY & STRATEGIC OBJECTIVES

The matter before Council generally accords with the following Shire desired outcome as expressed in the revised Shire of Wyalkatchem Strategic Community Plan.

Goal: Transparent, accountable and effective governance and Form strategic partnerships and advocate for the Community.

Goal No.	Action No.	Actions
10 Transparent, accountable and effective governance	10.1	Ensuring a well-informed Council makes good decisions for the community
	10.4	Maintaining Integrated Strategic and Operational plans
12 Form strategic partnerships and advocate for the community	12.1	Developing strategic partnerships with regional, State & Federal governments
	12.2	Ensuring that the Shire of Wyalkatchem is well positioned to meet future needs

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION/ COUNCIL RESOLUTION

(158/2023) Moved: Cr Dickson

Seconded: Cr Lawson Kerr

That Council support a comprehensive review of its Strategic Community Plan and that Caroline Robinson be engaged to facilitate the review for an estimated cost of \$8,000.

CARRIED 7/0

10.2.4. LOCAL ROADS & COMMUNITY INFRASTRUCTURE PROGRAM

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	13 December 2023
Reporting Officer:	Stephen Tindale, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	15.14
Attachment Reference:	Nil

SUMMARY

Council approval is requested for the allocation of Phase 4 of the Local Road and Community Infrastructure (LRCI) grant.

BACKGROUND

Phase 4 of the LRCI Program is a temporary measure of direct funding to local councils to deliver priority local road and community infrastructure projects, supporting local jobs, firms and procurement.

The objective of the LRCI Program is to support additional infrastructure construction activity in local communities across Australia.

The intended outcome of the LRCI Program is to deliver benefits to communities, such as improved road safety, accessibility and visual amenity.

The LRCI Program is administered by the Federal Government’s Department of Infrastructure, Transport, Regional Development and Communications.

The Phase 4 grant agreement was executed by the Shire of Wyalkatchem on 25 October 2023.

There are two parts to the grant received by the Shire of Wyalkatchem under Phase 4 and these are as follows;

Part A: \$320,734 for approved local road and community infrastructure projects; and

Part B: \$185,006 for approved road projects.

COMMENT

Management has recommended that the above funds be allocated as follows.

Part A: for delivery of the pool upgrade. The total estimated cost of the pool upgrade is \$465,000 and Council has agreed, under its approved FY24 budget to fund the pool upgrade, as follows;

- \$200,000 from a successful grant application to the Community Sport and Recreation Facilities Fund; and
- \$265,000 from the Council’s own funds (LRCI phase 4).

Note: the upgrade cost is an estimate only and putting the job to tender would have invalidated our grant application. This means the project cost could be more (or less) than the estimated amount and consequently more (or less) than the estimated \$265k of own source funds might be required to complete the project.

It is proposed that any unused Part A funds be allocated to the Part B project described below.

Part B: for repairing Cemetery Road, to the extent that available funds allow together with any carryover from Part A, by stabilising and laying a single 4m bitumen seal.

STATUTORY ENVIRONMENT

Nil

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

The pool upgrade cost is an estimate only as putting the job to tender would have invalidated our grant application.

This means the project cost could be more (or less) than the estimated amount and consequently more (or less) than the estimated \$265,000 of own source funds that might be required to complete the project.

COMMUNITY AND STRATEGIC OBJECTIVES

Goal No. 2 and 12	Action No.	Actions
Goal 2 An active, engaged and social community 12	2.3	Provide community venues, & open spaces that facilitate opportunities for the community to connect
Goal 12 Form strategic partnerships and advocate for the community	12.1	Developing strategic partnerships with regional, State & Federal governments
	12.2	Ensuring that the Shire of Wyalkatchem is well positioned to meet future needs

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION/ COUNCIL RESOLUTION

(159/2023) Moved: Cr Petchell

Seconded: Cr Stratford

That Council:

- (1) Note that there are two parts to the grant received by the Shire of Wyalkatchem under Phase 4 of the Local Road and Community Infrastructure Grant and that they are as follows;*
 - a) \$320,734 for approved local road and community infrastructure projects; and*
 - b) \$185,006 for approved road projects.*

- (2) Approve the allocation of the above funds as follows;*
 - a) the delivery of the pool upgrade; and*
 - b) the repair of Cemetery Road together with any carryover from part a).*

CARRIED 7/0

10.2.5. REVIEW OF COUNCIL MEETING AND AUDIT COMMITTEE MEETING DATES

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	11 December 2023
Reporting Officer:	Stephanie Elvidge – Governance Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.5.12
Attachment Reference:	Nil

BACKGROUND

Council had adopted policy number 6.1 Ordinary Council Meeting Dates which stipulates that the Ordinary Council Meetings be conducted on the Third Thursday of each month, except January, unless otherwise determined by a Council as a ‘Special Meeting’ and that Council meetings commence at 4pm, with Public notice to be given annually.

COMMENT

Elected members attend council meetings to ensure that the district’s electors are adequately represented. The number of council and committee meetings that elected members will be required to attend will vary according to the frequency of their local government’s scheduled ordinary and committee meetings.

Ordinary Council Meetings

Ordinary council meetings are formal meetings of the elected council members and are required to be open to the public (although under certain conditions, council meetings can be closed under provisions of the *Local Government Act 1995*, (the Act). In order to promote the transparency and accountability required for good governance the closed meeting provisions should be applied as infrequently as possible.

Committee Meetings

Section 5.8 of the Act enables councils to form committees to assist it with its functions. Committee members can include elected members, employees and members of the public in a variety of combinations. Committees can operate with council delegated decision-making powers or solely on an advisory basis. Advisory committees where members are drawn from both council and the community give the community a significant opportunity to provide input into the council’s decision-making meeting process.

Council operates an Audit Committee, being the Audit and Risk Management Committee. This is the only committee that currently exists under section 5.8 of the Act.

Review and Recommendation

It is recommended that no council meeting be held during January 2024.

Ordinary Council Meetings

To be conducted on the third Thursday on the month as follows unless otherwise determined by the Shire President as a ‘Special Meeting’ and that Council meetings commence at 4pm, unless otherwise determined by the Shire President.

No January Meeting

15 February 2024
21 March 2024
18 April 2024
16 May 2024
20 June 2024
18 July 2024
15 August 2024
19 September 2024
17 October 2024
21 November 2024
19 December 2024

Audit and Risk Committee Meetings

That the Audit and Risk Committee Management Meetings be conducted on the Third Thursday on the month as follows;

15 February 2024
16 May 2024
19 September 2024
19 December 2024

That Audit and Risk Management Committee meetings commence at 3:30pm, unless otherwise determined by the Shire President.

In accordance with the Act, both meetings will be open to the public, with the exception of confidential matters as defined under section 5.23(2) of the Act, where the meeting or part of the meeting is closed to the public.

STATUTORY ENVIRONMENT

The matter of the role of Council and conducting of Council and Committee meetings are prescribed within the *Local Government Act 1995*, *Local Government (Administration) Regulations 1996*, and *Local Government (Rules of Conduct) Regulations 2007*.

In particular, the following statutory environment is referenced in relation to this item;

Local Government Act 1995- Section 5.3(2)

Local Government Act 1995- Section 5.8

Local Government Act 1995- Section 5.23

Local Government (Administration) Regulations 1996 – Regulation 12(1)

Local Government (Financial Management) Regulations 1996 section 34(1)(a)

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

There are no direct financial implications in relation to this item.

COMMUNITY & STRATEGIC OBJECTIVES

Goal 10: Community and customer service focus

Goal 10	Strategies	
Transparent, accountable and effective governance	10.1	Ensuring a well-informed Council makes good decisions for the community
	10.2	Ensuring sound financial management and plans for the Shire’s long-term financial sustainability
	10.3	High quality corporate governance, accountability and compliance
	10.4	Maintaining integrated strategic and operational plans

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION/ COUNCIL RESOLUTION

(160/2023) Moved: Cr Stratford

Seconded: Cr Petchell

That Council,

- 1. Consider and endorse the dates for the Ordinary Council Meetings and the Audit and Risk Committee Meetings for the 2024 calendar year as recommended.*
- 2. In accordance with the Local Government (Administration) Regulations, gives public notice of the Ordinary Council Meeting dates, Audit and Risk Management Committee Meeting dates and time and place.*

CARRIED 7/0

10.2.6. ANNUAL RODEO – 2024

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	13 December 2023
Reporting Officer:	Stephen Tindale, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Nil

BACKGROUND

The second annual Wyalkatchem Rodeo was hosted at the Recreation Centre by the Shire of Wyalkatchem and Double Barrel Entertainment on Saturday 26 August 2023.

The event was very well attended, attracting almost 3,000 people, with attendance no doubt boosted by the warm spring-like weather which, was in stark contrast to the previous year’s event.

The date for next year’s event is proposed to be Saturday 24 August 2024. This date fits in with the rodeo calendar but unfortunately, will clash with the Central Wheatbelt Football League’s Preliminary Final. The date does however, coordinate well with the following events;

- Dowerin Field Days - 28 & 29 August 2024;
- Central Wheatbelt football League Grand Final – 31 August 2024;
- Koorda Show – tbc, either 7 or 14 September 2024;
- TTPA Rock Solid Smoke 'N' Dirt – 14 September 2024.

COMMENT

There is a community appetite for hosting an annual rodeo event and subject to costs to the Shire being contained and continued volunteer support, there is nothing of any note that would prevent the event from continuing.

STATUTORY ENVIRONMENT

There are no direct statutory implications in relation to this item.

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

Last year the event cost the Council a total of \$30,591, as shown below. A number of expenses incurred last year will not be repeated for the 2024 rodeo and these are shown in red font colour below. In addition, staff labour will not be as intense next year as the camping grounds are established, signs produced and site layout has been optimised, for the time being.

Income	
Campers (pre-booked)	1378
Campers (cash receipts)	88,875
Camping fee per person	\$20
Camping fees	\$29,338

Minutes of the Ordinary Meeting of Council held in the Shire of Wyalkatchem Council Chambers on the 21 December 2023

Expenses	Lab Cost	Lab O/H	Plant Cost	Materials	Other Costs	Total
Traffic Control						
- Traffic Control Plan					\$715	\$715
- Signs (source & paint)				\$1,410		\$1,410
- Labour	\$1,000					\$1,000
Toilets						
Toilet Hire - Instant Toilets					\$10,936	\$5,468
Toilet Hire - Northam Shire's bank of 6					\$757	\$757
Toilet Cleaning (labour)					\$4,950	\$2,475
Cleaning Products / Materials				\$700		\$350
Waste water (Wheatbelt Liq Waste)					\$2,090	\$1,045
Arena						
- Sand royalty				\$288		\$288
- Carting sand						\$0
- Sand spreading						\$0
Site Set-up						
- fencing purchase				\$5,479		\$5,479
- fencing transport				\$700		\$700
- Recovery from DB						-\$1,188
- fencing (3 rolls of ringlock)				\$1,100		\$1,100
- fence licenced area: set up	\$720		\$800			\$1,520
- general set up						\$0
- mark out camping sites						\$0
- plan & draw site layout						\$0
- arena construction						\$0
Mens Shed						
- source & deliver shuttles						\$0
- source & deliver fire wood						\$0
Waste Management						
Avon Skip - (18 wheelie & 2x6m ³ skips bins)				\$1,400		\$700
Avon Waste - rubbish collection					\$0	\$0
EHO						
- food vendor permitting					\$720	\$720
General						
- High viz vests				\$300		\$300
- stationary				\$100		\$100
- Pre-paid data (ticket scanning)				\$100		\$100
- camping wrist bands & yellow/red dots				\$200		\$200
- security						\$0
Site Clean-up						\$0
Total Cost (pre Double Barrel share)	\$1,720	\$0	\$800	\$11,777	\$20,168	\$34,464
Total Cost (post Double Barrel share)						\$23,238
Net profit/loss (ex labour)						\$6,099
Less labour & plant						\$36,690
Net Profit/loss (inc labour)						\$30,591

COMMUNITY & STRATEGIC OBJECTIVES

Goal No.	Action No.	Actions
Goal 2 An active, engaged and social community	2.1	Support and engage agencies to enhance local services and activities for all members of the community
	2.2	Facilitate, encourage and support community events
	2.3	Provide community venues, & open spaces that facilitate opportunities for the community to connect
	2.4	Partner with key stakeholders to achieve an increase in active participation for all ages
Goal 4 Increase visitors to our region	4.1	Promote, develop tourism & maintain/enhance local attractions
	4.2	Collaborate with our partners to promote local and regional tourism initiatives
	4.3	Provide facilities to encourage tourist and resident visitation
	4.4	Work with the community to develop & promote tourism initiatives
	4.5	Encouraging visitors into the town centre

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(161/2023) Moved: Cr Petchell

Seconded: Cr Lawson Kerr

That Council confirm its support for a rodeo event to be held in Wyalkatchem on 24 August 2024.

CARRIED 7/0

10.2.7. BUSINESS SUPPORT GRANTS POLICY

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	13 December 2023
Reporting Officer:	Stephen Tindale, Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	04.14.01
Attachment Reference:	Nil

SUMMARY

This report proposes the adoption of a *Business Support Grants Policy*.

COMMENT

A number of other local governments have business support grants in place e.g. City of Karratha, City of Cockburn, Town of Victoria Park, City of Kwinana and the City of Perth.

Grant arrangements for these local governments generally require matching funding from the grant applicant but in some instances are fixed amounts. Local government grants to individual businesses appear to range in size from \$1,000 to \$25,000. In relation to the local governments identified above, a maximum grant limit of \$5,000 is not untypical.

STATUTORY ENVIRONMENT

Section 2.7 of the *Local Government Act 1995* provides the following

- (1) *The council —*
 - (a) *governs the local government’s affairs; and*
 - (b) *is responsible for the performance of the local government’s functions.*
- (2) *Without limiting subsection (1), the council is to —*
 - (a) *oversee the allocation of the local government’s finances and resources; and*
 - (b) *determine the local government’s policies.*

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item - other than the creation of a new policy.

FINANCIAL IMPLICATIONS

An amount of \$5,000 has been set aside in the Shire’s current 2023/24 budget which is in addition to the \$5,000 community grant.

When considering the adoption of the 2023/24 budget in May 2023, Council was provided with a copy of the draft policy and informed that:

The intent of the business grant is to demonstrate Council’s commitment to supporting our local business community which is consistent with our strategic plan because a vibrant retail/business sector supports a vibrant and engaged community. It’s primarily intended that the grant will be invested to improve the streetscape and/or business sustainability.

COMMUNITY & STRATEGIC OBJECTIVES

The proposed policy promotes the Strategic Community Plan objectives, particularly a number of those outlined in Goal 5 which calls for growth in business opportunity.

Goal No.	Action No.	Actions
5 Growth in business opportunity	5.1	Engage with & support local business community
	5.2	Support new industry, business, investment & diversity while encouraging growth of local businesses
	5.3	Encourage community to support local business
	5.4	Support traineeships & workplace training opportunities
	5.5	Town planning strategies support industry growth

The policy itself has the following objectives.

- a. Enhance local business capacity to invest to improve their streetscape presence.
- b. Encourage individual businesses to invest in online and e-commerce activities.
- c. Encourage local enterprises to invest in professional development and training.
- d. Assist local business in their ability to increase business opportunity and sustainability.
- e. Provide businesses with support for capital works projects to adapt to changes in business structure and/or conditions.
- f. Assist new enterprises that are establishing in Wyalkatchem.

BUSINESS SUPPORT GRANTS POLICY

PURPOSE

Council’s Annual Business Support Grants Program aims to support and encourage the sustainability of local small business and the adoption of business innovation.

The program will recognise the important role commercial enterprises play in achieving the Shire’s vision – “to be a socially interactive and inclusive community that embraces our rural character and sense of community”.

OBJECTIVE

- a. Enhance local business capacity to invest to improve their streetscape presence.
- b. Encourage individual businesses to invest in online and e-commerce activities.
- c. Encourage local enterprises to invest in professional development and training.
- d. Assist local business in their ability to increase business opportunity and sustainability.
- e. Provide businesses with support for capital works projects to adapt to changes in business structure and/or conditions.
- f. Assist new enterprises that are establishing in Wyalkatchem.

POLICY

Total funding of \$5000 is available to assist one or a number of local businesses to sustain their enterprise which in turn will improve local employment opportunities for residents and help achieve an interactive and inclusive community.

1. Allocation of Resources

- a. Council will review and confirm allocation of resources annually as part of their Annual Budget processes.
- b. Resources will be allocated to a specific General Ledger Account.
- c. A single tranche will be allocated and available to Local Businesses upon the adoption of the Annual Budget.
- d. Applications will be open between 1 September to 31 October. Businesses will be allowed to apply once per year. Organisations may not apply for funding under the Business Support Grants Program if they have also received funding under the Shire Community Grants Program in the same year. There is a requirement to provide an Acquittal Report back to the Shire to show where funds have been spent at the end of each financial year.

2. Eligibility Conditions

- a. Applicant must be based within the Shire of Wyalkatchem and hold an Australia Business Number.
- b. All successful projects are to be completed within 12 months of the funding being awarded.
- c. Verification by applicant that project request is not covered by Insurance.
- d. The program will not support organisations that are political or that have a political purpose, government departments or agencies, grant making bodies or which have a primary focus on fundraising.
- e. Requests for funding or support cannot be for a project / activity that has already occurred.
- f. The Grant will not fund operational costs such as marketing and wages or maintenance costs.
- g. The Grant will not fund the start-up of a business or service that will likely cause an adverse effect on an existing local business.
- h. The Applicant must have all insurances, permits and licences for business operation.

3. General Conditions

- a. Projects that will be considered, but not limited to, include:
 - I. Capital works projects including streetscape and aesthetic/amenity improvements.
 - II. Training and professional development.
 - III. Investing in e-commerce activities.
 - IV. Projects that increase business opportunity and sustainability.
- b. Budget allocation for the Business Support Program will be determined during the Council's Annual Budgeting Process.
- c. Allocation of grant funding, partial or entire, will be at the sole discretion of the Council.

- d. Council’s position is to fund to a maximum of one half of the total project cost and applicants are encouraged to contribute their own funding and/or obtain grant or loan funding for the remaining project costs.
- e. In-kind labour and equipment may be included in the applicant's contribution but may not exceed one third of the completed value of the project.
- f. Council may opt to use their employees or equipment in lieu of a cash contribution.
- g. Council reserves the right to carry out a Progress Inspection or request a Progress Report at any stage of the project.
- h. The Chief Executive Officer is given delegated authority to approve or reject minor variations to the Applicant’s Project Budget following approval of the grant from Council.

4. Acquittal

All Businesses that receive funding will have to provide the following after their project’s completion within 12 months of the funding being awarded:

- a. Completed Acquittal Form (to be provided);
- b. Proof the project, activity or event took place (e.g. photographs etc.);
- c. Proof of expenditure (e.g. copy of financial records and invoices paid); and
- d. Evaluation of project, activity or event (e.g. copy of participant feedback, surveys etc.).

5. Assessment Process

- a. Applications will be assessed by the Grants Team based on Grant Criteria and a recommendation made to Council.
- b. Applications will be presented to Council and assessed based on eligibility and merit.
- c. Allocation of grant funding is at the discretion of the Council.
- d. All applicants will be contacted in writing regarding the outcome of their application.
- e. Applicants are encouraged to seek feedback on the outcome of their application

6. Submission Information

Applications can be received via mail, email or printed copies dropped into the Front Counter at Shire Administration Office.

GUIDELINES

- Annexure A** - Assessment Criteria
- Annexure B** – Shire of Wyalkatchem Business Support Grants Process
- Application Form** - (Separate Document)

STATUTORY ENVIRONMENT

Local Government Act (1995)

Record of Policy Review					
Version	Author	Council Adoption	Resolution	Reason for Review	Review Date
1.	P Klein	21/12/2023	162/2023		

ANNEXURE A

1. Assessment Criteria

Each grant submission will be assessed based on the following criteria

Criteria 1 –Benefit:

- a. Is the project part of an overall Business Strategy?
- b. Is there identified and demonstrated business need?
- c. What are the benefits (value adding) to the business and the Community?
- d. Does the project align with outcomes in the Strategic Community Plan?

Criteria 2 – Organisation:

- a. ABN? Y/N
- b. Business type and purpose

Criteria 3 – Project Cycle:

- a. Planning and design of project
- b. Management and delivery of project (incl. milestones and works schedule)
- c. Project Budget
- d. Financial contribution - \$; In-Kind, External
- e. Evaluation of project
- f. Sustainability of project
- g. Use of local suppliers for capital works

2. Score

Each Grant Application will be assessed based on these criteria

Each criterion will be evaluated and given a score between 1 (Poor) and 5 (Excellent).

Weighting

Weighting for each criterion to be determined by the Council.

Proposed weighting is: -	
Community Benefit -	40%
Organisation -	20%
Project Planning -	40%

ANNEXURE B

Shire of Wyalkatchem Business Support Grants Process

Step 1

Contact the Community Development Officer to discuss your project idea and confirm it is eligible for the Business Support Grants and request an application package 9681 1166 or

cdo@wyalkatchem.wa.gov.au



Step 2

Complete the Application Form between 1 September & 31 October



Step 3

Submit the application form to the Shire of Wyalkatchem



Step 4

Grants Team to evaluate and score applications with recommendations forwarded to Council for consideration at the next Council Meeting



Step 5

Successful applicants will be notified in writing of their success. Unsuccessful applications will also be notified and encouraged to seek feedback



Step 6

Successful applicants must ensure they have acquitted their funds by way of completing the Business Support Grants Scheme Acquittal form and return it to the Shire of Wyalkatchem within 12 months of the funding being awarded.

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(162/2023) Moved: Cr Petchell

Seconded: Cr Begley

- 1. That Council adopt the proposed Business Support Grants Policy as published below.*
- 2. That for the purposes of considering applications for grant funding in the current financial year, applications be opened between 1 February to 31 March 2024.*

CARRIED 7/0

10.3. WORKS AND SERVICES

10.3.1. MANAGER OF WORKS OFFICER'S REPORT NOVEMBER/ DECEMBER 2023

Applicant:	Not Applicable
Location:	Shire of Wyalkatchem
Date:	13 December 2023
Reporting Officer:	Terry Delane, Manager of Works
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Nil

BACKGROUND

To inform Council of the activities of the works and services team during the period prior to the 13 December 2023.

COMMENT

ROADS:

BLACK SPOT PROJECTS

- Meeting held with Gren Putland, Project Manager and Allison Hunt, Interface Manager from MRWA where we reviewed the historical data results from previous submissions, and a strategy discussion took place for the coming submission.
- MRWA are very willing to assist and we intend starting to put the business case together early in the new year for submission before EOFY.

ROAD MAINTENANCE PROGRAM

- Sheeting works halted for the time being.
- Hammond and Tilbrook Road to be started in the New Year.
- Small section of Bookham Road to be done after that.
- Cox Rd floodway and Yorkrakine West Rd floodway completed.

ROADS: REGIONAL ROAD GROUP

- Wylie North contracts awarded to MACA – Wet mixing \$22K & COLAS – Sealing \$204K.
- Next RRG meeting 11th March 2024 in Northam.
- Agenda item being requested to discuss bitumen composition and seal failings.

ROAD 2 RECOVERY

- Cemetery Road options to be tabled once funding balance confirmed.
- Preferred option to wet mix the outer 1.2m and trim, compact and roll.
- Reseal middle section as required.

PARKS & GARDENS - TOWN SERVICES

Ashelford Park

- Irrigation in progress
- soil products end January 24
- green stock March '24

Recreation Reserve

- Still having issues with Water Corp. Further correspondence being sent about the pump and installation of a VSD.
- Cricket wickets are going very well. Preparation for games has been excellent with the centre strip being rejuvenated coming along well. May even be able to play on it this season.
- Corellas causing massive problems.
- West Yorkie Cricket Club sign has been installed.

Cemetery

- Maintenance is ongoing. The results are fantastic.
- Rosemary shrubs with trickle retic being installed along the fence line this month.

WYLIE WATERPROOFING - NATIONAL GRID CONNECTION PROJECT

- Clearing of catchment drains to Railway Dam in progress.

Cr Dickson left the meeting at 5:23pm

Cr Dickson returned to the meeting at 5:26pm

Cr Petchell left the meeting at 5:29pm

Cr Petchell returned to the meeting at 5:29pm

AIRSTRIP

- Some maintenance rolling undertaken.
- Advice received to erect a surround to protect the lights being assessed.

RUBBISH TIP

- TBA

HUMAN RESOURCES

- A couple of staff tested positive to COVID.
- Christmas shutdown at 1 pm Friday 22nd
- All staff back at work on Monday 8th and Tuesday the 9th.
- Skeleton crew to manage watering over the break.

OH&S

- Quite a few snake sightings during the month, several relocated.
- More snake handling training being scheduled.

VEHICLE/PLANT

- Mitsubishi 2WD delivery to be deployed to Parks and Gardens crew.
- Some errors / omissions with the ordering specification being rectified.
- Leading Hand Roads has taken over the Ford Ranger.

STATUTORY ENVIRONMENT

There are no statutory environment implications in relation to this item.

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

11.MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12.QUESTIONS BY MEMBERS OF WHICH DUE NOTICE HAS BEEN GIVEN

Nil

13.URGENT BUSINESS APPROVED BY THE PERSON PRESIDING OR BY DECISION

13.1. APPOINTMENT OF CHIEF EXECUTIVE OFFICER

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(164/2023) Moved: Cr Petchell

Seconded: Cr Begley

That Council approves a late Item 13.1 APPOINTMENT OF CHIEF EXECUTIVE OFFICER for consideration behind closed doors.

CARRIED 7/0

14.MATTERS BEHIND CLOSED DOORS

14.1. LATE ITEM 13.1 APPOINTMENT OF CHIEF EXECUTIVE OFFICER

Applicant:	Shire of Wyalkatchem
Location:	Shire of Wyalkatchem
Date:	20 October 2023
Reporting Officer:	Stephen Tindale Acting Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Attachment 13.1 – CEO Recruitment Binder – Confidential

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(165/2023) Moved: Cr Lawson Kerr

Seconded: Petchell

That Council moves behind closed doors in accordance with Section 5.23 (2)(b), (c) and (e)(iii) of the Local Government Act 1995 which states, that a Council may move its meeting behind closed doors;

b) to deal with matters that relate to the personal affairs of a person;

c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;

e) (1) information that has a commercial value to a person; or

(11) to deal with a matter that if disclosed, would reveal Information about the business, professional, commercial or financial affairs of a person.

CARRIED 7/0

Ms Stephanie Elvidge and Mr Terry Delane left the meeting at 5:41pm

SUMMARY

The CEO Selection Panel appointed by Council and aided by an independent human resources consultant has prepared a confidential CEO Selection Report for the consideration of Council.

COMMENT

A decision to make an offer of employment to a preferred applicant must be made by an absolute majority. If the preferred applicant accepts the offer and the proposed terms of the contract without negotiation, there is no further requirement for the Council to approve the appointment.

However, if there is a process of further negotiation to finalise the terms and conditions of the contract, the Council will need to meet again to approve the appointment.

The CEO Selection Panel has met on several occasions to progress the recruitment of the CEO.

With the aid of an independent observer and an independent consultant, a Selection Report has been prepared for Council's consideration (Attachment 13.1 CEO Recruitment Binder). The report recommends the appointment of a candidate to Council.

Support candidate referee reports are also attached (Attachment 13.1 CEO Recruitment Binder).

STATUTORY ENVIRONMENT

Sections 5.36 and 5.39 of the *Local Government Act 1995* set out the requirement of Council to;

1. employ a CEO
2. appoint a suitably qualified person to the position,
3. be satisfied with the proposed arrangements relating to the person's employment, and
4. ensure a written employment contract is in place.

The employment contract cannot exceed a term of five years and is to be renewable. Any contract extension may vary an existing contract where mutually agreed.

Regulations 18A and 18F of the *Local Government (Administration) Regulations 1996* set out the advertising requirements for a CEO vacancy. Regulation 18B sets out the requirement for a maximum amount of money to be paid out with any early termination of a contract.

In February 2021, the *Local Government (Administration) Amendment Regulations 2021 (CEO Standards)* introduced mandatory minimum standards for the recruitment, selection, performance review and termination of employment in relation to local government CEOs.

These standards have been adopted and implemented by the Shire of Wyalkatchem for the recruitment and selection of a CEO.

The standards for ongoing performance reviews and the termination of employment have also been included in the proposed contract of employment for the CEO.

The contract itself has been prepared by the Acting CEO and is based on a model contract of employment prepared by WALGA and LGPro.

Under the contract, the CEO is to be paid or provided with such remuneration as is determined by the Salaries and Allowances Tribunal (SAT).

Section 18FB of the *Local Government Act 1995* requires that as soon as practicable after the person is employed in the position of CEO, the Shire must certify that the person was employed in accordance with the Shire’s adopted standards in relation to the recruitment of CEOs.

A copy of the resolution is to be given to the Departmental CEO within 14 days after the resolution is passed by an absolute majority.

POLICY IMPLICATIONS

Existing Shire policy has been incorporated into the proposed CEO employment contract in relation to:

- Policy 5.3 Relocation Expense
- Policy 5.4 Probationary Period of Employment
- Policy 5.6 Training and Development
- Policy 5.8 Staff Superannuation
- Policy 5.18 Staff Housing
- Policy 5.19 Shire Mobile Phone and Other Electronic Communication
- Policy 5.21 Council Vehicles Issued to Staff
- Policy 5.24 Model Standards for CEO Recruitment, Performance and Termination

FINANCIAL IMPLICATIONS

There are no direct financial implications in relation to this item.

COMMUNITY & STRATEGIC OBJECTIVES

The CEO’s recruitment promotes the Strategic Community Plan objectives, particularly those outlined in Goal 10 which calls on transparent, accountable and effective governance.

Goal 10 Transparent, accountable and effective governance

Goal No.	Action No.	Actions
10 Transparent, accountable and effective governance	10.1	Ensuring a well-informed Council makes good decisions for the community
	10.2	Ensuring sound financial management and plans for the Shire’s long-term financial sustainability
	10.3	High quality corporate governance, accountability and compliance
	10.4	Maintaining Integrated Strategic and Operational plans

VOTING REQUIREMENT

Absolute Majority

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(166/2023) Moved: Cr Stratford

Seconded: Cr Lawson Kerr

1. That Council

- a) *Appoints the candidate named in Confidential Attachment 13.1 CEO Recruitment Binder to the position of CEO at the Shire of Wyalkatchem, being the candidate that the Council determines as being the person most suitably qualified and experienced for the position; and*
- b) *Approves the finalised terms of the CEO employment contract detailed in Confidential Attachment 13.1 CEO Recruitment Binder, being for a period of 5 years inclusive of a Total Reward Package calculated in accordance with the 2023 Salaries and Allowances Tribunal Local Government Determination Band 4 range.*

CARRIED BY ABSOLUTE MAJORITY 7/0

2. That Council:

Authorises the President and Acting CEO to execute the CEO employment contract and apply the common seal in accordance with section 9.49A(1)(a) of the Local Government Act 1995.

SIMPLE MAJORITY REQUIRED

CARRIED 7/0

VOTING REQUIREMENT

Simple Majority

OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(167/2023) Moved: Cr Begley

Seconded: Cr Dickson

That Council move out from behind doors.

CARRIED 7/0

Cr Stratford left the meeting at 6:09pm and re-joined at 6:11pm

Ms Elvidge and Mr Delane re-joined the meeting at 6:11pm

15. CLOSURE OF THE MEETING

There being no other business to attend to, Shire President Cr Garner closed the meeting at 6:12pm.





**PUBLIC MINUTES
OF THE
ORDINARY MEETING
OF COUNCIL
HELD ON
WEDNESDAY 24 JANUARY 2024**

**Council Chambers
Honour Avenue
Wyalkatchem**

**Commencement: 4:00pm
Closure: 4:49pm**

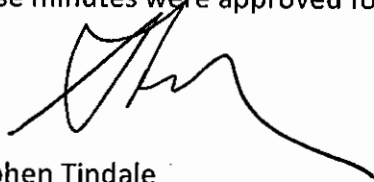
Preface

When the Chief Executive Officer approved these Minutes for distribution they are in essence "Unconfirmed" until the following Ordinary Meeting of Council, where the minutes will be confirmed subject to any amendments.

The "Confirmed" Minutes are then signed off by the Presiding Member.

Unconfirmed Minutes

These minutes were approved for distribution on 25 January 2024.



Stephen Tindale
Acting Chief Executive Officer

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Wyalkatchem 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 decisions, which will be provided within ten days of this meeting.

DISCLOSURE OF INTEREST

Councillors and staff are reminded of the requirements of section 5.65 of the *Local Government Act 1995*, to disclose any interest or perceived interest in any matter to be discussed during a meeting, and also the requirement to disclose any item affecting impartiality.

Financial Interest:

Under section 5.60A of the *Local Government Act 1995*, a person is said to have a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the Local Government in a particular way, result in a financial gain, loss, benefit or detriment for the person.

Proximity Interest:

Under section 5.60B of the *Local Government Act 1995*, a person is said to have a proximity interest in a matter if the matter concerns a proposed change to a planning scheme affecting land that adjoins the person's land; a proposed change to the zoning or use of land that adjoins the person's land; or a proposed development of land that adjoins the person's land.

Impartiality Interest:

To maintain transparency, it is important to disclose all interests, including impartiality interests which include interests arising from kinship, friendship and membership of associations. If it is possible that your vote on a matter may be perceived as impartial, you should disclose your interest.

Disclosing an Interest:

Disclosures must be made, in writing, to the Chief Executive Officer prior to the meeting at which the matter in which you have an interest is to be discussed.

If you disclose a Financial or Proximity Interest, you must leave the room while the matter is discussed and voted on. Only after a decision has been reached may you return to the meeting, at which time the Presiding Person will inform you of Council's decision on the matter.

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1. DECLARATION OF OPENING

Shire President, Cr Garner, declared the meeting open at 4:00 pm.

2. ATTENDANCE, APOLOGIES, LEAVE OF ABSENCE

2.1. Attendance

Cr. Owen Garner	Shire President	
Cr. Christy Petchell	Deputy president	Via TEAMS (Approved)
Cr. Mischa Stratford		
Cr Christopher Loton		
Cr. Tracy Dickson		
Cr. Justin Begley		

Staff:

Stephen Tindale	Acting Chief Executive Officer
Stephanie Elvidge	Governance Executive Officer

2.2. Apologies

Rod Lawson Kerr - Absent

2.3. Approved Leave of Absence

Nil

2.4. Applications for Leave of Absence

Nil

3. DECLARATIONS OF INTEREST

3.1. Financial and Proximity Interest

Nil

3.2. Impartiality Interests

Nil

4. ANNOUNCEMENTS BY THE PRESIDING PERSON WITHOUT DISCUSSION

Nil

5. MATTERS BEHIND CLOSED DOORS

5.1. GOVERNANCE AND COMPLIANCE

5.1.1. AGREEMENT FOR THE DELIVERY OF GENERAL PRACTITIONER SERVICES

Applicant:	Shire of Wyalkatchem
Date:	19 January 2024
Reporting Officer:	Stephen Tindale, Chief Executive Officer
Disclosure of Interest:	No interest to disclose
File Number:	13.05.01
Attachment Reference:	Attachment 5.1.1 Agreement for the Delivery of general Practitioner Services

VOTING REQUIREMENT

Simple Majority

1. OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(01/2024) Moved: Cr Stratford

Seconded: Cr Begley

That Council close the meeting to members of the public under Sec. 5.23 of the Local Government Act 1995 as the meeting will be dealing with:

- a. a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting; and*
- b. a matter that if disclosed, would reveal —*
 - (i) information that has a commercial value to a person; or*
 - (ii) information about the business, professional, commercial or financial affairs of a person,*

where the information is held by, or is about, a person other than the local government.

CARRIED 6/0

2. OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(02/2024) Moved: Cr Dickson

Seconded: Loton

That the Shire of Wyalkatchem seek the assistance of Rural Health West in ensuring the continued delivery of General Practitioner services to the Shires of Wyalkatchem and Koorda.

CARRIED 6/0

3. OFFICER'S RECOMMENDATION/ COUNCIL RESOLUTION

(03/2024) Moved: Cr Stratford

Seconded: Loton

That the CEO and President meet with Dr Cudjoe to explain the reasons for Council's decision to seek assistance from Rural Health West.

CARRIED 6/0

SUMMARY

At a meeting held on 19 January 2024 with the Shire President and the Acting CEO, Dr Awogun advised that he would not be seeking a renewal of the agreement for the delivery of General Practitioner services to the Shire of Wyalkatchem and Shire of Koorda. The agreement is due to expire on 1 February 2024.

Further information on Rural Health West and the services it provides can be found at the following web address ruralhealthwest.com.au

STATUTORY ENVIRONMENT

There are no direct statutory implications in relation to this item.

POLICY IMPLICATIONS

There are no direct policy implications in relation to this item.

FINANCIAL IMPLICATIONS

At the time of writing this report, there are no direct financial implications in making initial contact with Rural Health West.

COMMUNITY & STRATEGIC OBJECTIVES

The recommendation promotes the Strategic Community Plan objectives, particularly those outlined in Goal 10 which calls on transparent, accountable and effective governance.

Goal 1 Transparent, accountable and effective governance

Goal No.	Action No.	Actions
1 A safe and healthy community	1.4	Health service meets the needs of the community

VOTING REQUIREMENT

Simple Majority

OFFICER’S RECOMMENDATION/ COUNCIL RESOLUTION

(04/2024) Moved: Cr Begley

Seconded: Cr Loton

That Council move out from behind closed doors.

CARRIED 6/0

6. CLOSURE OF THE MEETING

There being no other business to attend to, Shire President Cr Garner closed the meeting at 4:49pm.





Shire of Wyalkatchem
List of Accounts - December 2023

Chq/EFT	Date	Name	Invoice Amount	Bank	Type
EFT3232	04/12/2023	Gary Thorpe {Personal}	-\$ 271.70	1	CSH
EFT3233	04/12/2023	Rotary Club of Wyalkatchem	-\$ 100.00	1	CSH
EFT3234	04/12/2023	LG Best Practices	-\$ 2,351.25	1	CSH
EFT3235	04/12/2023	SHERRIN RENTALS PTY LTD	-\$ 4,329.60	1	CSH
EFT3236	04/12/2023	Haulmore Trailer Sales	-\$ 88,000.00	1	CSH
EFT3237	04/12/2023	Paynes Pest Control	-\$ 180.00	1	CSH
EFT3238	04/12/2023	PJ & DE Robinson	-\$ 2,200.00	1	CSH
EFT3239	04/12/2023	Upskilled Pty Ltd	-\$ 262.00	1	CSH
EFT3240	04/12/2023	TOLL Australia	-\$ 67.35	1	CSH
EFT3241	04/12/2023	Shire of Dowerin	-\$ 10,450.00	1	CSH
EFT3242	04/12/2023	T & E Services Pty Ltd	-\$ 7,150.00	1	CSH
EFT3243	04/12/2023	Nutrien Water	-\$ 389.66	1	CSH
EFT3244	04/12/2023	Wyalkatchem Community Resource Centre	-\$ 500.00	1	CSH
EFT3245	05/12/2023	SHERRIN RENTALS PTY LTD	-\$ 3,719.10	1	CSH
EFT3246	05/12/2023	Turnbull Contracting Pty Ltd	-\$ 3,841.75	1	CSH
EFT3247	05/12/2023	Michelle Lea Eaton	-\$ 58.90	1	CSH
EFT3248	05/12/2023	Kee Transport PTY Ltd	-\$ 990.00	1	CSH
EFT3249	05/12/2023	Shire of Mukinbudin	-\$ 563.45	1	CSH
EFT3250	05/12/2023	Bunnings Midland	-\$ 569.98	1	CSH
EFT3251	05/12/2023	D & D Transport	-\$ 17,605.50	1	CSH
EFT3252	05/12/2023	Liebherr-Australia Pty Ltd	-\$ 5,957.60	1	CSH
EFT3253	05/12/2023	Petchell Mechanical	-\$ 259.40	1	CSH
EFT3254	05/12/2023	Shire of Dowerin	-\$ 40.00	1	CSH
EFT3255	05/12/2023	WCS Concrete Pty Ltd	-\$ 4,197.60	1	CSH
EFT3256	05/12/2023	Wyalkatchem Community Resource Centre	-\$ 2,524.68	1	CSH
EFT3257	05/12/2023	Wyalkatchem Weekly	-\$ 896.00	1	CSH
EFT3258	05/12/2023	The Happy Pill Pharmacy	-\$ 383.90	1	CSH
EFT3259	05/12/2023	Perfect Computer Solutions Pty Ltd	-\$ 382.50	1	CSH
EFT3260	05/12/2023	Seton Australia	-\$ 24.95	1	CSH

Shire of Wyalkatchem
List of Accounts - December 2023

Chq/EFT	Date	Name	Invoice Amount	Bank	Type
EFT3261	05/12/2023	Newground Water Services Pty Ltd	-\$ 1,947.00	1	CSH
EFT3262	05/12/2023	Geraldton Totally Workwear	-\$ 74.40	1	CSH
EFT3263	05/12/2023	CONWAY HIGHBURY PTY LTD	-\$ 2,376.00	1	CSH
EFT3264	05/12/2023	Michelle Lea Eaton	-\$ 47.50	1	CSH
EFT3265	05/12/2023	sheridans	-\$ 273.08	1	CSH
EFT3266	05/12/2023	Wyalkatchem Community Club Inc	-\$ 19.00	1	CSH
EFT3267	05/12/2023	Stagecraft PTY Ltd	-\$ 500.00	1	CSH
EFT3268	05/12/2023	Greenfield Technical Services	-\$ 9,739.64	1	CSH
EFT3269	05/12/2023	BOC Gases	-\$ 54.61	1	CSH
EFT3270	05/12/2023	Bunnings Midland	-\$ 46.78	1	CSH
EFT3271	05/12/2023	Contract Aquatic Services - EFT	-\$ 15,400.00	1	CSH
EFT3272	05/12/2023	Elders	-\$ 272.82	1	CSH
EFT3273	05/12/2023	Koorda Community Resource Centre	-\$ 75.00	1	CSH
EFT3274	05/12/2023	Nutrien Ag Solutions Ltd	-\$ 344.23	1	CSH
EFT3275	05/12/2023	Newtravel	-\$ 7,900.00	1	CSH
EFT3276	05/12/2023	Pet Tags Australia	-\$ 330.66	1	CSH
EFT3277	05/12/2023	Petchell Mechanical	-\$ 9,534.60	1	CSH
EFT3278	05/12/2023	Piano Magic	-\$ 330.00	1	CSH
EFT3279	05/12/2023	Shire of Tammin	-\$ 15.00	1	CSH
EFT3280	05/12/2023	Shire of Trayning	-\$ 20.00	1	CSH
EFT3281	05/12/2023	Signet Pty Ltd	-\$ 277.07	1	CSH
EFT3282	05/12/2023	T & E Services Pty Ltd	-\$ 14,661.90	1	CSH
EFT3283	05/12/2023	WA Contract Ranger Services	-\$ 574.75	1	CSH
EFT3284	05/12/2023	Wyalkatchem Tyre Service	-\$ 2,497.00	1	CSH
EFT3285	07/12/2023	Macri Partners	-\$ 2,640.00	1	CSH
EFT3286	07/12/2023	The Wembley Theatre Company	-\$ 3,000.00	1	CSH
EFT3287	07/12/2023	B & K Auto Electric Seervices	-\$ 3,999.34	1	CSH
EFT3288	07/12/2023	WA Local Government Association	-\$ 1,452.00	1	CSH
EFT3289	07/12/2023	K. E. Myers	-\$ 13,046.00	1	CSH

Shire of Wyalkatchem
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Chq/EFT	Date	Name	Invoice Amount	Bank	Type
EFT3290	07/12/2023	Michelle Lea Eaton	-\$ 64.60	1	CSH
EFT3291	07/12/2023	Nicole Lauren Towell	-\$ 53.18	1	CSH
EFT3292	07/12/2023	Landgate	-\$ 148.01	1	CSH
EFT3293	08/12/2023	Perfect Computer Solutions Pty Ltd	-\$ 835.50	1	CSH
EFT3294	08/12/2023	G&C Glass	-\$ 275.00	1	CSH
EFT3295	08/12/2023	Five Rivers Plumbing and Gas	-\$ 1,279.29	1	CSH
EFT3296	08/12/2023	Newground Water Services Pty Ltd	-\$ 150.70	1	CSH
EFT3297	08/12/2023	Market Creations Agency Pty Ltd	-\$ 176.00	1	CSH
EFT3298	08/12/2023	Wormald Australia Pty Ltd	-\$ 423.23	1	CSH
EFT3299	08/12/2023	Wyalkatchem Hotel (SL Tyler and TJ Tyler)	-\$ 510.00	1	CSH
EFT3300	08/12/2023	Mills Recruitment	-\$ 10,638.40	1	CSH
EFT3301	08/12/2023	Bandicoot Express (Cunderdin Community Resource Centre)	-\$ 240.00	1	CSH
EFT3302	08/12/2023	Bunnings Midland	-\$ 75.74	1	CSH
EFT3303	08/12/2023	Cannon Hygiene Australia Pty Ltd	-\$ 2,614.90	1	CSH
EFT3304	08/12/2023	D & D Transport	-\$ 3,030.50	1	CSH
EFT3305	08/12/2023	Nutrien Ag Solutions Ltd	-\$ 12.21	1	CSH
EFT3306	08/12/2023	Liebherr-Australia Pty Ltd	-\$ 16,120.74	1	CSH
EFT3307	08/12/2023	Shire of Cunderdin	-\$ 426.00	1	CSH
EFT3308	08/12/2023	T & E Services Pty Ltd	-\$ 14,661.90	1	CSH
EFT3309	08/12/2023	Nutrien Water	-\$ 770.67	1	CSH
EFT3310	08/12/2023	WA Contract Ranger Services	-\$ 522.50	1	CSH
EFT3311	08/12/2023	Wheatbelt Liquid Waste Management	-\$ 638.00	1	CSH
EFT3312	08/12/2023	Wyalkatchem General Store	-\$ 599.09	1	CSH
EFT3313	08/12/2023	Major Motors PTY LTD	-\$ 9,569.61	1	CSH
EFT3314	08/12/2023	Prompt Safety Solutions	-\$ 1,733.60	1	CSH
EFT3315	08/12/2023	HARCHER WHEATBELT (WA DISTRIBUTORS) PTY LTD	-\$ 1,887.15	1	CSH
EFT3316	08/12/2023	Michelle Lea Eaton	-\$ 96.90	1	CSH
EFT3317	08/12/2023	Avon Waste	-\$ 5,643.20	1	CSH

Shire of Wyalkatchem
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Chq/EFT	Date	Name	Invoice Amount	Bank	Type
EFT3318	08/12/2023	Landgate	-\$ 74.15	1	CSH
EFT3319	08/12/2023	Shire of Dowerin	-\$ 7,150.00	1	CSH
EFT3320	08/12/2023	Trophy Specialists	-\$ 371.05	1	CSH
EFT3321	08/12/2023	Wyalkatchem Men's Shed	-\$ 1,884.74	1	CSH
EFT3322	11/12/2023	D.E. Jezierski (Beazley Fencing)	-\$ 2,500.00	1	CSH
EFT3323	11/12/2023	Avon Valley Mitsubishi(AVM Northam PTY Ltd	-\$ 14,341.32	1	CSH
EFT3324	11/12/2023	Eastern Hills Saws & Mowers	-\$ 119.70	1	CSH
EFT3325	14/12/2023	Perfect Computer Solutions Pty Ltd	-\$ 722.50	1	CSH
EFT3326	14/12/2023	Seton Australia	-\$ 49.90	1	CSH
EFT3327	14/12/2023	Officeworks	-\$ 530.97	1	CSH
EFT3328	14/12/2023	Shred-X Pty Ltd	-\$ 52.00	1	CSH
EFT3329	14/12/2023	Five Rivers Plumbing and Gas	-\$ 330.00	1	CSH
EFT3330	14/12/2023	Geraldton Totally Workwear	-\$ 737.32	1	CSH
EFT3331	14/12/2023	HBP Services WA (Pikoss,Laura Carolin)	-\$ 2,725.80	1	CSH
EFT3332	14/12/2023	LG Best Practices	-\$ 1,237.50	1	CSH
EFT3333	14/12/2023	Claire Trenorden	-\$ 31.10	1	CSH
EFT3334	14/12/2023	SHERRIN RENTALS PTY LTD	-\$ 4,484.43	1	CSH
EFT3335	14/12/2023	Michelle Lea Eaton	-\$ 51.30	1	CSH
EFT3336	14/12/2023	Great Eastern Freightlines	-\$ 859.10	1	CSH
EFT3337	14/12/2023	Wyalkatchem Licensed Post Office(RJ+ME Crute_	-\$ 87.00	1	CSH
EFT3338	14/12/2023	Australia Post	-\$ 148.13	1	CSH
EFT3339	14/12/2023	BOC Gases	-\$ 52.85	1	CSH
EFT3340	14/12/2023	Bunnings Midland	-\$ 1,364.63	1	CSH
EFT3341	14/12/2023	Central Second Hand	-\$ 3,455.00	1	CSH
EFT3342	14/12/2023	Wyalkatchem Electrical and Air conditioning Services	-\$ 3,553.00	1	CSH
EFT3343	14/12/2023	Dunnings	-\$ 16,330.46	1	CSH
EFT3344	14/12/2023	Jason Signmakers	-\$ 2,138.48	1	CSH
EFT3345	14/12/2023	Nutrien Ag Solutions Ltd	-\$ 377.78	1	CSH
EFT3346	14/12/2023	Metal Artwork Creations	-\$ 145.20	1	CSH

Shire of Wyalkatchem
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Chq/EFT	Date	Name	Invoice Amount	Bank	Type
EFT3347	14/12/2023	Petchell Mechanical	-\$ 6,649.13	1	CSH
EFT3348	14/12/2023	St John Ambulance WA	-\$ 135.00	1	CSH
EFT3349	14/12/2023	T & E Services Pty Ltd	-\$ 14,661.90	1	CSH
EFT3350	14/12/2023	Wyalkatchem Community Resource Centre	-\$ 2,464.68	1	CSH
EFT3351	14/12/2023	Wyalkatchem Tyre Service	-\$ 4,728.50	1	CSH
EFT3352	20/12/2023	Wyalkatchem General Store	-\$ 732.39	1	CSH
EFT3353	20/12/2023	R.B. Motors	-\$ 109.00	1	CSH
EFT3354	20/12/2023	G&C Glass	-\$ 33.00	1	CSH
EFT3355	20/12/2023	Newground Water Services Pty Ltd	-\$ 1,226.50	1	CSH
EFT3356	20/12/2023	Jennie A Gorham	-\$ 197.60	1	CSH
EFT3357	20/12/2023	Michelle Lea Eaton	-\$ 47.50	1	CSH
EFT3358	20/12/2023	Avon Waste	-\$ 5,754.70	1	CSH
EFT3359	20/12/2023	Bunnings Midland	-\$ 2,188.19	1	CSH
EFT3360	20/12/2023	TOLL Australia	-\$ 283.20	1	CSH
EFT3361	20/12/2023	Koorda Community Resource Centre	-\$ 50.00	1	CSH
EFT3362	20/12/2023	Liebherr-Australia Pty Ltd	-\$ 435.60	1	CSH
EFT3363	20/12/2023	Marty Grant Bulldozing	-\$ 16,500.00	1	CSH
EFT3364	20/12/2023	MJM Mech Services	-\$ 6,303.00	1	CSH
EFT3365	20/12/2023	Petchell Mechanical	-\$ 5,564.72	1	CSH
EFT3366	20/12/2023	Rockway Contracting	-\$ 8,788.50	1	CSH
EFT3367	20/12/2023	Shire of Dowerin	-\$ 40.00	1	CSH
EFT3368	20/12/2023	Shire of Trayning	-\$ 20.00	1	CSH
EFT3369	20/12/2023	WA Local Government Association	-\$ 5,544.00	1	CSH
EFT3370	20/12/2023	WCS Concrete Pty Ltd	-\$ 4,593.60	1	CSH
EFT3371	21/12/2023	Wheatbelt Signs	-\$ 671.00	1	CSH
EFT3372	21/12/2023	Digga Civil	-\$ 199,479.88	1	CSH
EFT3373	21/12/2023	Eatover Pty Ltd ATF The Eatover Trust Trading as Littlefoot Agricultural Services""	-\$ 1,210.00	1	CSH
EFT3374	21/12/2023	Upskilled Pty Ltd	-\$ 262.00	1	CSH

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Chq/EFT	Date	Name	Invoice Amount	Bank	Type
EFT3375	21/12/2023	T & E Services Pty Ltd	-\$ 7,150.00	1	CSH
EFT3376	22/12/2023	Perfect Computer Solutions Pty Ltd	-\$ 170.00	1	CSH
EFT3377	22/12/2023	Newground Water Services Pty Ltd	-\$ 1,754.23	1	CSH
EFT3378	22/12/2023	Premium Publishers (vanguard Publishing Pty Ltd)	-\$ 2,024.00	1	CSH
EFT3379	22/12/2023	Ligna Construction	-\$ 3,740.00	1	CSH
EFT3380	22/12/2023	Market Creations Agency Pty Ltd	-\$ 3,052.50	1	CSH
EFT3381	22/12/2023	Wormald Australia Pty Ltd	-\$ 423.23	1	CSH
EFT3382	22/12/2023	SHERRIN RENTALS PTY LTD	-\$ 11,157.30	1	CSH
EFT3383	22/12/2023	Whitney Consulting	-\$ 3,922.28	1	CSH
EFT3384	22/12/2023	Avon Valley Mitsubishi(AVM Northam PTY Ltd	-\$ 2,459.40	1	CSH
EFT3385	22/12/2023	Wyalkatchem Agricultural CBH Museum	-\$ 3,707.57	1	CSH
EFT3386	22/12/2023	Wyalkatchem Licensed Post Office(RJ+ME Crute_	-\$ 60.00	1	CSH
EFT3387	22/12/2023	Mills Recruitment	-\$ 4,692.62	1	CSH
EFT3388	22/12/2023	WA Fenceworks PTY LTD	-\$ 7,946.40	1	CSH
EFT3389	22/12/2023	Avon Valley Toyota	-\$ 13,530.75	1	CSH
EFT3390	22/12/2023	Bunnings Midland	-\$ 192.41	1	CSH
EFT3391	22/12/2023	Burgess Rawson (wa) Pty Ltd	-\$ 129.31	1	CSH
EFT3392	22/12/2023	Contract Aquatic Services - EFT	-\$ 15,400.00	1	CSH
EFT3393	22/12/2023	LGIS Insurance Broking (JLT Risk Solutions Pty Ltd)	-\$ 3,773.98	1	CSH
EFT3394	22/12/2023	McLeods Barristers & Solicitors	-\$ 1,144.00	1	CSH
EFT3395	22/12/2023	T & E Services Pty Ltd	-\$ 310.40	1	CSH
EFT3396	22/12/2023	WA Contract Ranger Services	-\$ 809.87	1	CSH
EFT3397	22/12/2023	WCS Concrete Pty Ltd	-\$ 2,296.80	1	CSH
EFT3398	22/12/2023	Westrac	-\$ 4,369.90	1	CSH
EFT3399	22/12/2023	Wheatbelt Office & Business Machines	-\$ 521.45	1	CSH
EFT3400	22/12/2023	Wyalkatchem Community Resource Centre	-\$ 2,464.68	1	CSH
Total EFT			-\$ 774,693.95		
DD2990.1	05/12/2023	HESTA Superannuation	-\$ 1,019.38	1	CSH
DD2990.2	05/12/2023	Australian Retirement	-\$ 278.20	1	CSH

Shire of Wyalkatchem
List of Accounts - December 2023

Chq/EFT	Date	Name	Invoice Amount	Bank	Type
DD2990.3	05/12/2023	Macquarie Super Consolidator II	-\$	264.53	1 CSH
DD2990.4	05/12/2023	MTAA Superannuation Fund	-\$	180.18	1 CSH
DD2990.5	05/12/2023	The Trustee for Provence Dreaming Superannation Fund	-\$	192.29	1 CSH
DD2990.6	05/12/2023	CBUS Superannuation	-\$	891.77	1 CSH
DD2990.7	05/12/2023	Aware Superannuation Fund	-\$	2,587.06	1 CSH
DD2990.8	05/12/2023	BT Panorama Superannuation	-\$	995.01	1 CSH
DD2990.9	05/12/2023	Colonial Superannuation	-\$	264.47	1 CSH
DD2994.1	04/12/2023	Crisp Wireless	-\$	526.90	1 CSH
DD2996.1	05/12/2023	Synergy	-\$	142.62	1 CSH
DD3000.1	15/12/2023	Water Corporation.	-\$	151.95	1 CSH
DD3002.1	06/12/2023	Synergy	-\$	2,322.91	1 CSH
DD3009.1	19/12/2023	HESTA Superannuation	-\$	1,232.66	1 CSH
DD3009.2	19/12/2023	Macquarie Super Consolidator II	-\$	264.53	1 CSH
DD3009.3	19/12/2023	MTAA Superannuation Fund	-\$	189.86	1 CSH
DD3009.4	19/12/2023	The Trustee for Provence Dreaming Superannation Fund	-\$	640.97	1 CSH
DD3009.5	19/12/2023	CBUS Superannuation	-\$	891.77	1 CSH
DD3009.6	19/12/2023	Aware Superannuation Fund	-\$	2,676.43	1 CSH
DD3009.7	19/12/2023	BT Panorama Superannuation	-\$	1,339.01	1 CSH
DD3009.8	19/12/2023	Colonial Superannuation	-\$	628.95	1 CSH
DD3009.9	19/12/2023	Suncorp Superannuation	-\$	184.69	1 CSH
DD3012.1	21/12/2023	Telstra	-\$	249.60	1 CSH
DD3014.1	19/12/2023	Water Corporation.	-\$	60.21	1 CSH
DD3016.1	18/12/2023	Water Corporation.	-\$	157.44	1 CSH
DD3018.1	18/12/2023	Foxtel	-\$	140.00	1 CSH
DD3020.1	11/12/2023	Synergy	-\$	117.28	1 CSH
DD3032.1	28/12/2023	Water Corporation.	-\$	4,780.72	1 CSH
DD3034.1	22/12/2023	Synergy	-\$	155.00	1 CSH



Shire of Wyalkatchem
List of Accounts - January 2024

Chq/EFT	Date	Name	Payment Amount	Bank	Type
EFT3401	03/01/2024	Speedee Mobile Flooring/ Carpet Binding	-5720.00	1	CSH
EFT3402	12/01/2024	D & D Transport	-121000.00	1	CSH
EFT3403	12/01/2024	Doreen Davis	-300.00	1	CSH
EFT3404	12/01/2024	Zenith Minerals Limited	-872.64	1	CSH
EFT3405	24/01/2024	Wyalkatchem General Store	-1116.96	1	CSH
EFT3406	24/01/2024	Stephen Tindale	-31.10	1	CSH
EFT3407	24/01/2024	Shred-X Pty Ltd	-26.00	1	CSH
EFT3408	24/01/2024	Gary Thorpe (Personal)	-241.30	1	CSH
EFT3409	24/01/2024	Five Rivers Plumbing and Gas	-2010.73	1	CSH
EFT3410	24/01/2024	Speedee Mobile Flooring/ Carpet Binding	-5720.00	1	CSH
EFT3411	24/01/2024	Newground Water Services Pty Ltd	-3103.49	1	CSH
EFT3412	24/01/2024	HARCHER WHEATBELT (WA DISTRIBUTORS) PTY LTD	-225.10	1	CSH
EFT3413	24/01/2024	Infinitum Technologies Pty LTD	-1518.98	1	CSH
EFT3414	24/01/2024	LG Best Practices	-1402.50	1	CSH
EFT3415	24/01/2024	SHERRIN RENTALS PTY LTD	-16102.64	1	CSH
EFT3416	24/01/2024	Michelle Lea Eaton	-189.70	1	CSH
EFT3417	24/01/2024	Eatover Pty Ltd ATF The Eatover Trust Trading as Littlefoot Agricultural Services""	-838.15	1	CSH
EFT3418	24/01/2024	Wyalkatchem Licensed Post Office(RJ+ME Crute_	-208.19	1	CSH
EFT3419	24/01/2024	Wyalkatchem Hotel (SL Tyler and TJ Tyler)	-772.00	1	CSH
EFT3420	24/01/2024	Town And Country Demolition	-8938.60	1	CSH
EFT3421	24/01/2024	Australia Post	-169.68	1	CSH
EFT3422	24/01/2024	Avon Valley Toyota	-8264.01	1	CSH
EFT3423	24/01/2024	Avon Waste	-5826.18	1	CSH
EFT3424	24/01/2024	BOC Gases	-54.61	1	CSH
EFT3425	24/01/2024	Bunnings Midland	-342.69	1	CSH
EFT3426	24/01/2024	Burgess Rawson (wa) Pty Ltd	-762.52	1	CSH
EFT3427	24/01/2024	Contract Aquatic Services - EFT	-15400.00	1	CSH

Shire of Wyalkatchem
List of Accounts - January 2024

Chq/EFT	Date	Name	Payment Amount	Bank	Type
EFT3428	24/01/2024	TOLL Australia	-133.40	1	CSH
EFT3429	24/01/2024	D & D Transport	-1320.00	1	CSH
EFT3430	24/01/2024	Dunnings	-21814.42	1	CSH
EFT3431	24/01/2024	Elders	-2066.16	1	CSH
EFT3432	24/01/2024	Jason Signmakers	-1504.98	1	CSH
EFT3433	24/01/2024	Koorda Ag Parts	-2566.85	1	CSH
EFT3434	24/01/2024	Nutrien Ag Solutions Ltd	-404.94	1	CSH
EFT3435	24/01/2024	MetroCount	-4433.00	1	CSH
EFT3436	24/01/2024	Office of the Auditor General	-33803.00	1	CSH
EFT3437	24/01/2024	Petchell Mechanical	-4464.49	1	CSH
EFT3438	24/01/2024	St John Ambulance WA	-981.94	1	CSH
EFT3439	24/01/2024	T & E Services Pty Ltd	-3575.00	1	CSH
EFT3440	24/01/2024	WA Contract Ranger Services	-182.88	1	CSH
EFT3441	24/01/2024	WA Local Government Association	-1672.00	1	CSH
EFT3442	24/01/2024	Ward MA & CT	-8140.00	1	CSH
EFT3443	24/01/2024	Wheatbelt Office & Business Machines	-301.83	1	CSH
EFT3444	24/01/2024	Wyalkatchem Community Resource Centre	-7121.81	1	CSH
EFT3445	24/01/2024	Wyalkatchem Tyre Service	-710.00	1	CSH
EFT3446	24/01/2024	T & E Services Pty Ltd	-28961.90	1	CSH
Total EFT			-325316.37		
DD3025.1	02/01/2024	HESTA Superannuation	-1036.10	1	CSH
DD3025.2	02/01/2024	Macquarie Super Consolidator II	-264.53	1	CSH
DD3025.3	02/01/2024	MTAA Superannuation Fund	-160.80	1	CSH
DD3025.4	02/01/2024	The Trustee for Provence Dreaming Superannuation Fund	-640.97	1	CSH
DD3025.5	02/01/2024	CBUS Superannuation	-891.77	1	CSH
DD3025.6	02/01/2024	Aware Superannuation Fund	-2201.49	1	CSH
DD3025.7	02/01/2024	BT Panorama Superannuation	-995.01	1	CSH

Shire of Wyalkatchem
List of Accounts - January 2024

Chq/EFT	Date	Name	Payment Amount	Bank	Type
DD3025.8	02/01/2024	Colonial Superannuation	-628.95	1	CSH
DD3025.9	02/01/2024	Suncorp Superannuation	-85.69	1	CSH
DD3047.1	02/01/2024	Crisp Wireless	-705.74	1	CSH
DD3050.1	16/01/2024	HESTA Superannuation	-1036.10	1	CSH
DD3050.2	16/01/2024	Macquarie Super Consolidator II	-264.53	1	CSH
DD3050.3	16/01/2024	MTAA Superannuation Fund	-151.11	1	CSH
DD3050.4	16/01/2024	The Pease Family Superannuation Fund	-39.60	1	CSH
DD3050.5	16/01/2024	The Trustee for Provence Dreaming Superannuation Fund	-640.97	1	CSH
DD3050.6	16/01/2024	CBUS Superannuation	-891.77	1	CSH
DD3050.7	16/01/2024	Aware Superannuation Fund	-2671.96	1	CSH
DD3050.8	16/01/2024	BT Panorama Superannuation	-995.01	1	CSH
DD3050.9	16/01/2024	Colonial Superannuation	-628.96	1	CSH
DD3058.1	30/01/2024	Landgate	-43.50	1	CSH
DD3062.1	12/01/2024	Synergy	-121.46	1	CSH
DD3065.1	17/01/2024	Foxtel	-140.00	1	CSH
DD3065.2	17/01/2024	Synergy	-193.84	1	CSH
DD3068.1	30/01/2024	HESTA Superannuation	-1062.43	1	CSH
DD3068.2	30/01/2024	Macquarie Super Consolidator II	-264.53	1	CSH
DD3068.3	30/01/2024	MTAA Superannuation Fund	-89.12	1	CSH
DD3068.4	30/01/2024	The Trustee for Provence Dreaming Superannuation Fund	-640.97	1	CSH
DD3068.5	30/01/2024	CBUS Superannuation	-912.23	1	CSH
DD3068.6	30/01/2024	Aware Superannuation Fund	-2034.18	1	CSH
DD3068.7	30/01/2024	BT Panorama Superannuation	-995.01	1	CSH
DD3068.8	30/01/2024	Colonial Superannuation	-628.95	1	CSH
DD3068.9	30/01/2024	Suncorp Superannuation	-174.79	1	CSH
DD3069.1	16/01/2024	Aware Superannuation Fund	-287.79	1	CSH

Shire of Wyalkatchem
List of Accounts - January 2024

Chq/EFT	Date	Name	Payment Amount	Bank	Type
DD3071.1	22/01/2024	Telstra	-273.60	1	CSH
DD3072.1	10/01/2024	Water Corporation.	-863.87	1	CSH
DD3073.1	09/01/2024	Water Corporation.	-9231.40	1	CSH
DD3074.1	04/01/2024	Water Corporation.	-1999.65	1	CSH
DD3076.1	23/01/2024	Treasury Corp	-111.92	1	CSH
DD3025.10	02/01/2024	Jonas Superannuation Fund	-77.44	1	CSH
DD3025.11	02/01/2024	Rest Super	-259.37	1	CSH
DD3025.12	02/01/2024	Australian Retirement	-278.20	1	CSH
DD3050.10	16/01/2024	Suncorp Superannuation	-129.25	1	CSH
DD3050.11	16/01/2024	Jonas Superannuation Fund	-135.11	1	CSH
DD3050.12	16/01/2024	Rest Super	-229.21	1	CSH
DD3050.13	16/01/2024	Australian Retirement	-278.20	1	CSH
DD3068.10	30/01/2024	Jonas Superannuation Fund	-112.04	1	CSH
DD3068.11	30/01/2024	Rest Super	-229.21	1	CSH
DD3068.12	30/01/2024	Australian Retirement	-278.20	1	CSH
Total DD			-37006.53		
Total EFT and DD			-362322.90		
Payroll dated on 03/01/2024			37638.79		
Payroll dated on 19/01/2024			39402.44		
Payroll dated on 24/01/2024 (one off Payment)			2737.09		
Payroll dated on 31/01/2024			36055.75		



NEXT



SHIRE OF WYALKATCHEM
NAB BUSINESS VISA
PAYMENTS OF ACCOUNTS BY CREDIT CARD
FOR THE STATEMENT PERIOD: 28 October 2023 to 28 November 2023

DATE	PAYEE	DESCRIPTION	AMOUNT
CARD NUMBER 4557-XXXX-XXXX-4705			
30-Oct-23	Coles Online	Shop for Halloween	\$ 134.40
03-Nov-23	Wyalkatchem Community Resource - Depart of Transport	Change Plate WM830 to New Skid	\$ 37.80
03-Nov-23	Telstra Prepaid	Swimming Pool - Recharge Mobile Phone	\$ 100.00
03-Nov-23	Dunnings	Refreshment for members	\$ 58.50
03-Nov-23	Amazing	Decoration for Christmas	\$ 426.00
20-Nov-23	JAMF Software	JAMF Software	\$ 37.21
20-Nov-23	Green Pack	Food and Beverage for Aladdin	\$ 436.04
24-Nov-23	SMS Broadcast Pty Ltd	Prepaid Top Up	\$ 361.08
28-Nov-23	Card fee and other Bank Charges	Card fee and other Bank Charges	\$10.12
TOTAL CREDIT CARD PAYMENTS			<u>\$ 1,601.15</u>

I, Parul Begum, Finance Officer have reviewed the credit card payments and confirm that from the descriptions on the documentation provide that;

- all transactions are expenses incurred by the Shire of Wyalkatchem;
- all purchases have been made in accordance with the Shire of Wyalkatchem policies and procedures;
- all purchases are in accordance with the Local Government Act 1995 and associated regulations;
- no misuse of the corporate credit card is evident

Parul Begum  _____





SHIRE OF WYALKATCHEM
NAB BUSINESS VISA
PAYMENTS OF ACCOUNTS BY CREDIT CARD
FOR THE STATEMENT PERIOD: 29 November 2023 to 28 December 2023

DATE	PAYEE	DESCRIPTION	AMOUNT
CARD NUMBER 4557-XXXX-XXXX-4705			
30-Nov-23	Coles Online	Refreshment for Aladdin	\$ 27.00
30-Nov-23	Coles Online	Refreshment for Aladdin	\$ 100.00
30-Nov-23	Coles Online	Refreshment for Aladdin and fairwell CEO-Peter	\$ 100.00
04-Dec-23	Dunnings	Refreshment for members	\$ 36.00
07-Dec-23	Telstra	Recharge for Swimming pool	\$ 35.00
11-Dec-23	Dunnings	Refreshment for members	\$ 125.00
12-Dec-23	Dropbox	Dropbox Upgade for managing the annual Report 2022-2023	\$ 184.67
14-Dec-23	Dunnings	Refreshment for members	\$ 65.00
15-Dec-23	Red Dot Stores	Christmas Decoration	\$ 312.52
15-Dec-23	Coles Online	Refreshment for Christmas Party	\$ 134.65
20-Dec-23	JAMF Software	Software Subscription	\$ 35.83
20-Dec-23	Card fee and other Bank Charges	Card fee and other Bank Charges	\$15.61
TOTAL CREDIT CARD PAYMENTS			\$ 1,171.28

I, Parul Begum, Finance Officer have reviewed the credit card payments and confirm that from the descriptions on the documentation provide that;

- all transactions are expenses incurred by the Shire of Wyalkatchem;
- all purchases have been made in accordance with the Shire of Wyalkatchem policies and procedures;
- all purchases are in accordance with the Local Government Act 1995 and associated regulations;
- no misuse of the corporate credit card is evident

Parul Begum 





SHIRE OF WYALKATCHEM

MONTHLY FINANCIAL REPORT

(Containing the required statement of financial activity and statement of financial position)
For the period ended 31 December 2023

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF WYALKATCHEM
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2023

	Supplementary Information	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	9	1,458,642	1,458,642	1,449,331	(9,311)	(0.64%)	
Grants, subsidies and contributions	12	274,645	207,180	219,294	12,114	5.85%	▲
Fees and charges		211,683	162,613	223,275	60,662	37.30%	▲
Interest revenue		14,450	7,212	102,023	94,811	1314.63%	▲
Other revenue		1,050	522	33	(489)	(93.68%)	▼
Profit on asset disposals	5	142,867	44,260	66,091	21,831	49.32%	▲
		2,103,337	1,880,429	2,060,047	179,618	9.55%	
Expenditure from operating activities							
Employee costs		(1,505,318)	(752,688)	(731,052)	21,636	2.87%	▲
Materials and contracts		(1,584,764)	(762,576)	(883,539)	(120,963)	(15.86%)	▼
Utility charges		(195,123)	(97,362)	(60,227)	37,135	38.14%	▲
Depreciation		(1,484,522)	(742,188)	0	742,188	100.00%	▲
Finance costs		(2,312)	(1,152)	(863)	289	25.09%	▲
Insurance		(170,847)	(185,266)	(176,565)	8,701	4.70%	
Other expenditure		(51,681)	(25,822)	(3,910)	21,912	84.86%	▲
		(4,994,567)	(2,567,054)	(1,856,156)	710,898	27.69%	
Non-cash amounts excluded from operating activities	Note 2(b)	1,341,655	697,928	(66,091)	(764,019)	(109.47%)	▼
Amount attributable to operating activities		(1,549,575)	11,303	137,800	126,497	1119.15%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	13	1,570,316	505,638	165,271	(340,367)	(67.31%)	▼
Proceeds from disposal of assets	5	244,544	69,090	66,091	(2,999)	(4.34%)	
		1,814,860	574,728	231,362	(343,366)	(59.74%)	
Outflows from investing activities							
Payments for property, plant and equipment	4	(835,499)	(201,526)	(263,040)	(61,514)	(30.52%)	▼
Payments for construction of infrastructure	4	(1,908,646)	(429,654)	(718,204)	(288,550)	(67.16%)	▼
		(2,744,145)	(631,181)	(981,244)	(350,063)	(55.46%)	
Amount attributable to investing activities		(929,285)	(56,453)	(749,882)	(693,429)	(1228.34%)	
FINANCING ACTIVITIES							
Inflows from financing activities							
Proceeds from new debentures	10	165,000	0	0	0	0.00%	
Transfer from reserves	3	472,408	0	0	0	0.00%	
		637,408	0	0	0	0.00%	
Outflows from financing activities							
Repayment of borrowings	10	(62,897)	(26,185)	(26,185)	0	0.00%	
Transfer to reserves	3	(184,291)	0	(78,165)	(78,165)	0.00%	▼
		(247,188)	(26,185)	(104,350)	(78,165)	(298.51%)	
Amount attributable to financing activities		390,220	(26,185)	(104,350)	(78,165)	(298.51%)	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		2,088,640	2,088,640	2,202,696	114,056	5.46%	▲
Amount attributable to operating activities		(1,549,575)	11,303	137,800	126,497	1119.15%	▲
Amount attributable to investing activities		(929,285)	(56,453)	(749,882)	(693,429)	(1228.34%)	▼
Amount attributable to financing activities		390,220	(26,185)	(104,350)	(78,165)	(298.51%)	▼
Surplus or deficit after imposition of general rates		0	2,017,305	1,486,265	(531,041)	(26.32%)	▼

KEY INFORMATION

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

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

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

SHIRE OF WYALKATCHEM
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 DECEMBER 2023

	Supplementary Information	30 June 2023	31 December 2023
		\$	\$
CURRENT ASSETS			
Cash and cash equivalents	2	2,581,555	1,394,531
Trade and other receivables		322,842	322,498
Other financial assets		3,230,306	3,308,471
Inventories	7	5,168	72,387
TOTAL CURRENT ASSETS		6,139,871	5,097,887
NON-CURRENT ASSETS			
Trade and other receivables		29,740	29,740
Other financial assets		61,117	61,117
Property, plant and equipment		13,446,168	13,711,208
Infrastructure		56,079,905	56,796,109
TOTAL NON-CURRENT ASSETS		69,616,930	70,598,174
TOTAL ASSETS		75,756,801	75,696,061
CURRENT LIABILITIES			
Trade and other payables	8	402,857	(361)
Other liabilities	11	236,238	236,238
Borrowings	10	53,126	26,941
Employee related provisions	11	88,414	88,414
TOTAL CURRENT LIABILITIES		780,635	351,232
NON-CURRENT LIABILITIES			
Employee related provisions		40,032	40,032
TOTAL NON-CURRENT LIABILITIES		40,032	40,032
TOTAL LIABILITIES		820,667	391,264
NET ASSETS		74,936,134	75,304,797
EQUITY			
Retained surplus		26,351,153	26,641,651
Reserve accounts	3	3,230,306	3,308,471
Revaluation surplus		45,354,675	45,354,675
TOTAL EQUITY		74,936,134	75,304,797

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 DECEMBER 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 24 January 2024

SHIRE OF WYALKATCHEM
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 DECEMBER 2023

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

	Supplementary Information	Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 31 December 2023
		\$	\$	\$
(a) Net current assets used in the Statement of Financial Activity				
Current assets				
Cash and cash equivalents	2	2,384,124	2,581,555	1,394,531
Trade and other receivables		377,104	322,842	322,498
Other financial assets		3,230,306	3,230,306	3,308,471
Inventories	7	45,768	5,168	72,387
		6,037,302	6,139,871	5,097,887
Less: current liabilities				
Trade and other payables	8	(476,699)	(402,857)	361
Other liabilities	11	(176,665)	(236,238)	(236,238)
Borrowings	10	(53,126)	(53,126)	(26,941)
Employee related provisions	11	(64,992)	(88,414)	(88,414)
		(771,482)	(780,635)	(351,232)
Net current assets		5,265,820	5,359,236	4,746,655
Less: Total adjustments to net current assets	Note 2(c)	(3,177,180)	(3,156,540)	(3,260,390)
Closing funding surplus / (deficit)		2,088,640	2,202,696	1,486,265

(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*.

	Adopted Budget	YTD Budget (a)	YTD Actual (b)
	\$	\$	\$
Non-cash amounts excluded from operating activities			
Adjustments to operating activities			
Less: Profit on asset disposals	5	(142,867)	(66,091)
Add: Depreciation		1,484,522	0
Total non-cash amounts excluded from operating activities		1,341,655	(66,091)

(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 December 2023
	\$	\$	\$
Adjustments to net current assets			
Less: Reserve accounts	3	(3,230,306)	(3,308,471)
Add: Current liabilities not expected to be cleared at the end of the year:			
- Current portion of borrowings	10	53,126	26,941
- Current portion of employee benefit provisions held in reserve	3	0	21,139
Total adjustments to net current assets	Note 2(a)	(3,177,180)	(3,260,390)

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

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.
The material variance adopted by Council for the 2023-24 year is \$10,000 or 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
Grants, subsidies and contributions	12,114	5.85%	▲
Budget for FAGS was \$0 as 100% of grant was prepaid in 2022/23 but we have received a further allocation of \$91,903, of which the 1st and 2nd instalments have been paid (\$45,952). This will be amended in the Budget Review.		Permanent	
The first invoice for the Shire of Koorda's contribution to medical services is yet to be raised. This was done in January 2024 (-\$42,492).		Timing	
Fees and charges	60,662	37.30%	▲
Income for the Rodeo was not budgeted for (\$32,139) and rental income for 10 Honour Ave was not budgeted as it was unknown when/if it would be rented (\$8,963). Private works have also been charged for the amount of \$8,948. These will be amended in the Budget Review.		Permanent	
Interest revenue	94,811	1314.63%	▲
Interest on both the Reserve Term Deposit and surplus Municipal funds is budgeted to be a nominal figure as it is always unknown what actual interest will be. To date Reserve interest is \$53,075 higher than budget and Municipal interest is \$38,924 higher.		Permanent	
Other revenue	(489)	(93.68%)	▼
No material variance			
Profit on asset disposals	21,831	49.32%	▲
Izuzu ute will be traded when the new ute arrives.		Timing	
Expenditure from operating activities			
Employee costs	21,636	2.87%	▲
There has been 2 unfilled positions through the start of the year.			
Materials and contracts	(120,963)	(15.86%)	▼
Due to timing of maintenance grading and road maintenance works - the bulk of these works occur through the first half of the year (-\$100,000).		Timing	
Utility charges	37,135	38.14%	▲
Timing due to receipt of bills		Timing	
Depreciation	742,188	100.00%	▲
Depreciation won't be run until after the Annual Report is finalised and assets for 2022/23 are capitalised		Timing	
Finance costs	289	25.09%	▲
No material variance			
Other expenditure	21,912	84.86%	▲
No material variance			
Non-cash amounts excluded from operating activities	(764,019)	(109.47%)	▼
Depreciation won't be run until after the Annual Report is finalised and assets for 2022/23 are capitalised			
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(340,367)	(67.31%)	▼
Due to the timing of grants being received.		Timing	
Outflows from investing activities			
Payments for property, plant and equipment	(61,514)	(30.52%)	▼
Variance due to timing of the museum refurbishment, the new dolly being purchased and also the new photocopier - these were both expected to be in 2022/23 and weren't carried over to this year's budget. This is offset by a higher opening surplus and it will be amended in the budget review.		Permanent	
Payments for construction of infrastructure	(288,550)	(67.16%)	▼
Ashelford Park budget was not carried over - this is offset by a higher opening surplus and will be amended in the Budget Review.		Permanent	
Outflows from financing activities			
Transfer to reserves	(78,165)	0.00%	▼
Interest on the Reserve Term Deposit is budgeted to be a nominal figure as it is always unknown what actual interest will be. To date Reserve interest received is \$78,165.			
Surplus or deficit at the start of the financial year	114,056	5.46%	▲
Pre-paid FAGS were \$130,000 higher than anticipated.			
Surplus or deficit after imposition of general rates	(531,041)	(26.32%)	▼
Due to variances described above			

SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION

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SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2023

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$2.09 M	\$2.09 M	\$2.20 M	\$0.11 M
Closing	\$0.00 M	\$2.02 M	\$1.49 M	(\$0.53 M)

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$4.69 M	% of total
Unrestricted Cash	\$1.39 M	29.5%
Restricted Cash	\$3.31 M	70.5%

Refer to 2 - Cash and Financial Assets

Payables	
	(\$0.00 M) % Outstanding
Trade Payables	(\$0.05 M)
0 to 30 Days	100.0%
Over 30 Days	0.0%
Over 90 Days	0.0%

Refer to 8 - Payables

Receivables		
	\$0.11 M	% Collected
Rates Receivable	\$0.22 M	85.7%
Trade Receivable	\$0.11 M	% Outstanding
Over 30 Days		(95.4%)
Over 90 Days		(95.4%)

Refer to 6 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.55 M)	\$0.01 M	\$0.14 M	\$0.13 M

Refer to Statement of Financial Activity

Rates Revenue		
	YTD Actual	% Variance
	\$1.45 M	
	YTD Budget	\$1.46 M (0.6%)

Refer to 9 - Rate Revenue

Grants and Contributions		
	YTD Actual	% Variance
	\$0.22 M	
	YTD Budget	\$0.21 M 5.8%

Refer to 12 - Grants and Contributions

Fees and Charges		
	YTD Actual	% Variance
	\$0.22 M	
	YTD Budget	\$0.16 M 37.3%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.93 M)	(\$0.06 M)	(\$0.75 M)	(\$0.69 M)

Refer to Statement of Financial Activity

Proceeds on sale		
	YTD Actual	%
	\$0.07 M	
	Adopted Budget	\$0.24 M (73.0%)

Refer to 5 - Disposal of Assets

Asset Acquisition		
	YTD Actual	% Spent
	\$0.72 M	
	Adopted Budget	\$1.91 M (62.4%)

Refer to 4 - Capital Acquisitions

Capital Grants		
	YTD Actual	% Received
	\$0.17 M	
	Adopted Budget	\$1.57 M (89.5%)

Refer to 4 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.39 M	(\$0.03 M)	(\$0.10 M)	(\$0.08 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.03 M)
Interest expense	(\$0.00 M)
Principal due	\$0.03 M

Refer to 10 - Borrowings

Reserves	
Reserves balance	\$3.31 M
Interest earned	\$0.08 M

Refer to 3 - Cash Reserves

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

**SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 DECEMBER 2023**

2 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted \$	Restricted \$	Total Cash \$	Trust \$	Institution	Interest Rate	Maturity Date
Municipal Bank Account	Cash and cash equivalents	355,309		355,309		NAB		
Municipal Investment	Cash and cash equivalents	1,029,933		1,029,933		BOQ	4.35%	Jan-24
Reserve Investment Account	Financial assets at amortised cost	0	3,308,471	3,308,471		BOQ	5.20%	May-24
Total		1,385,243	3,308,471	4,693,714	0			
Comprising								
Cash and cash equivalents		1,385,243	0	1,385,243	0			
Financial assets at amortised cost		0	3,308,471	3,308,471	0			
		1,385,243	3,308,471	4,693,714	0			

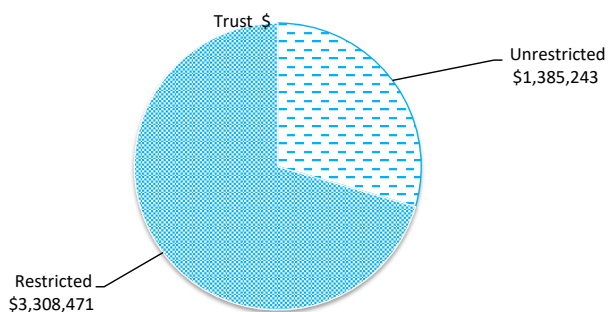
KEY INFORMATION

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

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other a



SHIRE OF WYALKATCHEM
 SUPPLEMENTARY INFORMATION
 FOR THE PERIOD ENDED 31 DECEMBER 2023

3 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Budget Interest Earned	Budget Transfer s In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfer s In (+)	Actual Transfer s Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council										
Reserve account - by council - Building	331,555	616			332,171	331,555	8,023	0	0	339,578
Reserve account - by council - Waste Management	111,395	207			111,602	111,395	2,695	0	0	114,090
Reserve account - by council - Plant & Equipment	647,644	1,203	178,291	(312,273)	514,865	647,644	15,671	0	0	663,315
Reserve account - by council - Community Bus	85,826	159			85,985	85,826	2,077	0	0	87,903
Reserve account - by council - Government Joint Venture Housing	11	0			11	11	0	0	0	11
Reserve account - by council - Sport & Recreation Facilities	338,363	628		(160,135)	178,856	338,363	8,187	0	0	346,550
Reserve account - by council - Community Development	529,706	984			530,690	529,706	12,817	0	0	542,523
Reserve account - by council - Community Health	1,120,174	2,082			1,122,256	1,120,174	27,105	0	0	1,147,279
Reserve account - by council - Airport Development	44,830	83			44,913	44,830	1,085	0	0	45,915
Reserve account - by council - Depot	162	0			162	162	4	0	0	166
Reserve account - by council - Leave	20,640	38			20,678	20,640	499	0	0	21,139
	3,230,306	6,000	178,291	(472,408)	2,942,189	3,230,306	78,165	0	0	3,308,471

4 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings - non-specialised	128,632	37,377	48,037	10,660
Furniture and equipment	0	0	8,168	8,168
Plant and equipment	706,867	164,149	206,835	42,686
Acquisition of property, plant and equipment	835,499	201,526	263,040	61,514
Infrastructure - roads	827,535	135,211	343,683	208,472
Infrastructure - footpaths	75,000	0	0	0
Infrastructure - other	1,006,111	294,443	374,521	80,078
Acquisition of infrastructure	1,908,646	429,654	718,204	411,577
Total capital acquisitions	2,744,145	631,181	981,244	473,090
Capital Acquisitions Funded By:				
Capital grants and contributions	1,570,316	505,638	165,271	(340,367)
Borrowings	165,000	0	0	0
Other (disposals & C/Fwd)	244,544	69,090	66,091	(2,999)
Reserve accounts				
Reserve account - by council - Plant & Equipment	312,273		0	0
Reserve account - by council - Sport & Recreation Facilities	160,135		0	0
Contribution - operations	291,877	56,453	749,881	693,429
Capital funding total	2,744,145	631,181	981,244	350,063

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.

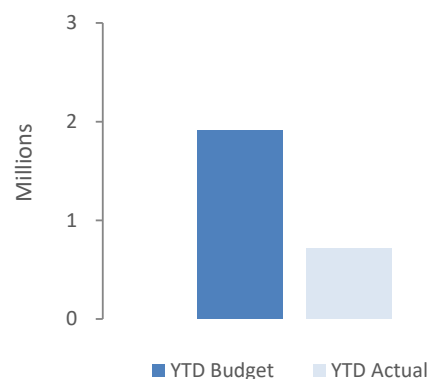
Initial recognition and measurement for assets held at cost

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 recognised 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.

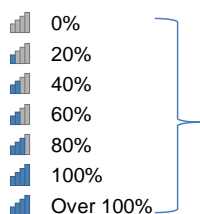
Payments for Capital Acquisitions



4 CAPITAL ACQUISITIONS - DETAILED

Capital expenditure total

Level of completion indicators



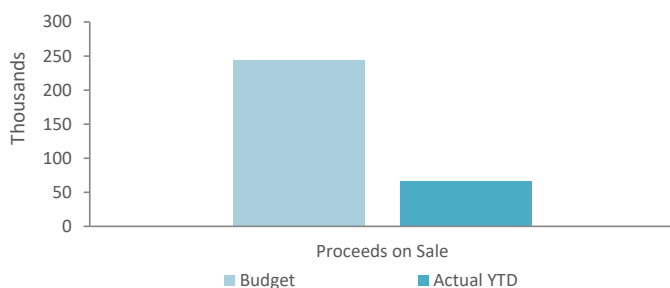
Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

Account Description	Adopted		YTD Actual	Variance (Under)/Over
	Budget	YTD Budget		
	\$	\$	\$	\$
Land & Buildings				
LRC001 Railway Tce (NAB) Building Improvement	47,632	15,877	16,456	(\$579)
BC045 Asbestos remediation program	45,000	20,000	17,397	\$2,603
BC040 Depot	26,000	1,500	1,684	(\$184)
BC043 Carport for light vehicles at Grace St Depot	10,000	0	0	\$0
BC046 Museum Building Refurbishment	0	0	12,500	(\$12,500)
				\$0
Plant & Equipment				
WM000 Toyota Hilux	53,475	53,475	57,400	(\$3,925)
WM216 Mitsubishi Triton 4x2	30,674	30,674	33,635	(\$2,961)
Prime Prime Mover	220,000	0	0	\$0
Side Tipper Side Tipper Trailer	80,000	80,000	80,000	\$0
Grader Second grader (second hand)	250,000	0	0	\$0
PC0101 Dolly	0	0	35,800	(\$35,800)
WM00 Toyota Prado	72,718	0	0	\$0
				\$0
Furniture and Equipment				
PEC002 Photocopier	0	0	8,168	(\$8,168)
				\$0
Roads				
RRG02 Wyalkatchem North Rd	542,535	45,211	216,561	(\$171,350)
R2R Roads 2 Recovery program 2023/24	285,000	90,000	127,122	(\$37,122)
				\$0
Footpaths				
LRCI Footpath & kerbing upgrade project	75,000	0	0	\$0
				\$0
Infrastructure - Other				
LRCI Wyalkatchem Pool Refurbishment program	463,650	0	0	\$0
CSRFF Practice Cricket Wicket	51,657	0	0	\$0
CSRFF Gymnasium	54,106	0	0	\$0
LRC010 Korrelocking Cemetery	15,096	0	3,418	(\$3,418)
LRC009 Flag poles at Admin Building	2,084	0	0	\$0
LRC006 Town entry statement improvements	8,825	0	38	(\$38)
LRCI/Shire Rubbish Tip	45,000	0	0	\$0
Shire Rubbish Bin - CRC	3,500	0	0	\$0
Shire Asset Security/Protection - CCTV	40,000	0	0	\$0
Shire Shire Asset Signage	2,750	0	0	\$0
BC036 Family Day Care Centre upgrade	10,000	0	2,000	(\$2,000)
CIO007 Cemetery	15,000	0	0	\$0
CIO013 Airport Runway Reseal	294,443	294,443	306,085	(\$11,642)
LRC004 Waterwise garden	0	0	62,980	(\$62,980)
	2,744,145	631,181	981,244	(\$350,063)

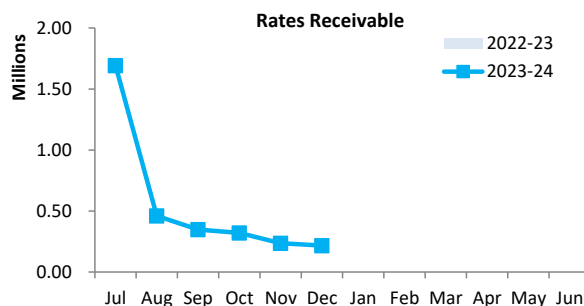
5 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book		Profit	(Loss)	Net Book		Profit	(Loss)
		Value	Proceeds			Value	Proceeds		
\$	\$	\$	\$	\$	\$	\$	\$		
Plant and equipment									
	WM000 Toyota Hilux	49,842	50,909	1,067	0	0	45,455	45,455	0
	Isuzu Dmax	1,136	18,181	17,045	0	0	20,636	20,636	0
	Isuzu 6 wheeler	0	72,727	72,727	0	0	0	0	0
	WM00 Toyota Prado	47,914	72,727	24,813	0	0	0	0	0
	Skid steer	2,785	30,000	27,215	0	0	0	0	0
		101,677	244,544	142,867	0	0	66,091	66,091	0



6 RECEIVABLES

Rates receivable	30 Jun 2023	31 Dec 2023
	\$	\$
Opening arrears previous years	54,644	64,221
Levied this year	0	1,449,331
Less - collections to date	9,577	(1,296,668)
Gross rates collectable	64,221	216,884
Net rates collectable	64,221	216,884
% Collected	(17.5%)	85.7%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(36,668)	142,282	0	0	(51,574)	54,040
Percentage	(67.9%)	263.3%	0.0%	0.0%	(95.4%)	
Balance per trial balance						
Trade receivables	0	54,040	0	0	0	54,040
GST receivable	0	88,242	0	0	0	88,242
Allowance for credit losses of other	(36,668)	0	0	0	0	(36,668)
Total receivables general outstanding						105,614

Amounts shown above include GST (where applicable)

KEY INFORMATION

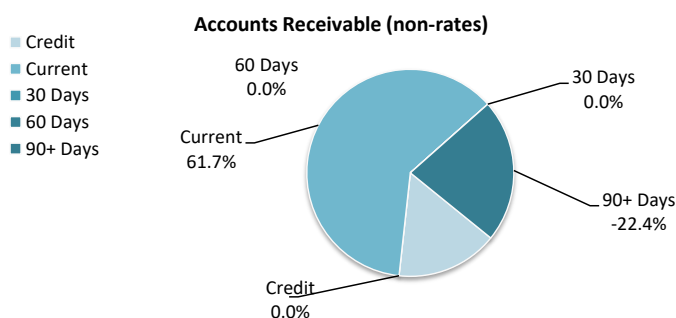
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods and services performed in the ordinary course of business.

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.



7 OTHER CURRENT ASSETS

	Opening Balance 1 July 2023	Asset Increase	Asset Reduction	Closing Balance 31 December 2023
	\$	\$	\$	\$
Other current assets				
Inventory				
Diesel	5,168	67,219	0	72,387
Total other current assets	5,168	67,219	0	72,387

Amounts shown above include GST (where applicable)

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.

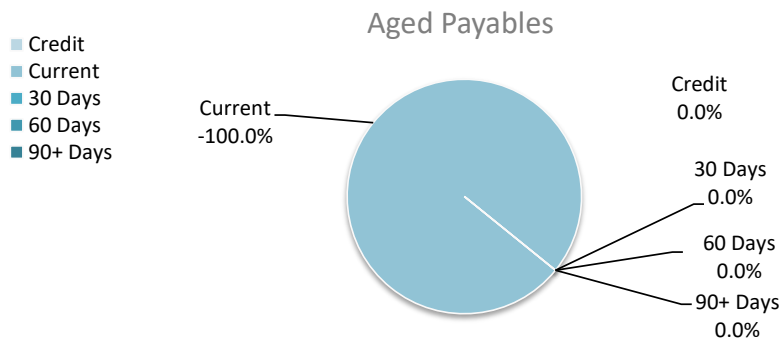
8 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	(361)	0	0	0	(361)
Percentage	0.0%	100.0%	0.0%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors	0	(47,700)	0	0	0	(47,700)
Other payables	0	(1,534)	0	0	0	(1,534)
Bonds and deposits held	0	11,167	0	0	0	11,167
GST Payable	0	6,060	0	0	0	6,060
PAYG Payable	0	31,646	0	0	0	31,646
Total payables general outstanding						(361)

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.



9 RATE REVENUE

General rate revenue

RATE TYPE	Rate in	Number of	Rateable	Rate	Budget	Total	Rate	YTD Actual	Total
	\$ (cents)	Properties	Value	Revenue	Interim	Revenue	Revenue	Interim	Revenue
				\$	\$	\$	\$	\$	\$
Gross rental value									
Gross Rental Value - Town	0.1173	194	1,340,466	157,272	0	157,272	157,271		157,271
Unimproved value									
Unimproved Value - Rural	0.0108	209	119,273,500	1,287,438	0	1,287,438	1,287,438		1,287,438
Unimproved Value - Mining	0.0108	0	0	0	0	0			0
Sub-Total		403	120,613,966	1,444,710	0	1,444,710	1,444,709	0	1,444,709
Minimum payment									
			Minimum Payment \$						
Gross rental value									
Gross Rental Value - Town	533	53	71,787	28,249	0	28,249	28,249		28,249
Unimproved value									
Unimproved Value - Rural	593	18	521,600	10,674	0	10,674	10,674		10,674
Unimproved Value - Mining	593	17	57,595	10,081	0	10,081	10,081	(824)	9,257
Sub-total		88	650,982	49,004	0	49,004	49,004	(824)	48,180
Discount						(45,824)			(43,558)
Amount from general rates						1,447,890			1,449,331
Ex-gratia rates						10,752			0
Total general rates						1,458,642			1,449,331

10 BORROWINGS

Repayments - borrowings

Information on borrowings	Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
			1 July 2023	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	
	43 & 45 Wilson St Grader	68	28,959	0	0	(14,234)	(28,959)	14,725	0	(998)	(1,506)
	CRC Building	73	24,167	0	0	(11,951)	(24,167)	12,216	0	(535)	(806)
	Total		53,126	0	165,000	(26,185)	(62,897)	26,941	155,229	(1,533)	(2,312)
	Current borrowings		53,126					26,941			
			53,126					26,941			

All debenture repayments were financed by general purpose revenue.

New borrowings 2023-24

Particulars	Amount Borrowed		Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				%	\$	\$	\$	
Grader	0	165,000	WATC				0	165,000	0	
	0	165,000				0	0	165,000	0	

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

11 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2023	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 December 2023
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Capital grant/contributions liabilities		236,238	0	0	0	236,238
Total other liabilities		236,238	0	0	0	236,238
Employee Related Provisions						
Provision for annual leave		88,414	0	0	0	88,414
Total Provisions		88,414	0	0	0	88,414
Total other current liabilities		324,652	0	0	0	324,652

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13

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.

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Adopted Budget	YTD	YTD
	1 July 2023		(As revenue)	31 Dec 2023	31 Dec 2023	Revenue	Budget	Revenue
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
GEN PUR - Financial Assistance Grant - General	0	0	0	0	0	0	0	15,979
GEN PUR - Financial Assistance Grant - Roads	0	0	0	0	0	0	0	29,973
GEN PUR - Other Grants	0	0	0	0	0	0	0	300
ESL BFB - Operating Grant	0	0	0	0	0	36,410	18,206	21,420
ESL BFB - Admin Fee/Commission	0	0	0	0	0	4,000	4,000	4,000
ROADM - Direct Road Grant (MRWA)	0	0	0	0	0	135,748	135,748	137,977
	0	0	0	0	0	176,158	157,954	209,649
Contributions								
OTH HEALTH - Contributions, Donations & Reimbursements	0	0	0	0	0	84,987	42,494	0
STF HOUSE - Staff Rental Reimbursements - 2 Slocum St	0	0	0	0	0	2,000	996	1,899
STF HOUSE - Staff Rental Reimbursements - 22a Flint St	0	0	0	0	0	2,800	1,398	1,400
STF HOUSE - Staff Rental Reimbursements - 43 Wilson St	0	0	0	0	0	2,800	1,398	0
STF HOUSE - Staff Rental Reimbursements - 45 Wilson St	0	0	0	0	0	2,800	1,398	1,400
STF HOUSE - Staff Rental Reimbursements - 45 Wilson St	0	0	0	0	0	2,800	1,398	1,400
OTH HOUSE - Rental Reimbursements	0	0	0	0	0	100	48	2,811
OTH HOUSE - Rental Reimbursements - Joint Venture	0	0	0	0	0	200	96	0
ADMIN - Fees & Charges	0	0	0	0	0	0		736
	0	0	0	0	0	98,487	49,226	9,646
TOTALS	0	0	0	0	0	274,645	207,180	219,294

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Adopted Budget	YTD	YTD Revenue
	1 July 2023		(As revenue)	31 Dec 2023	31 Dec 2023	Revenue	Budget	Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
GEN PUR - Other Grants	59,573	0	0	59,573	59,573	501,101	10,002	7,122
Recreation and Culture								
REC - Grants	0	0	0	0	0	35,615	17,808	0
ROADC - Regional Road Group Grants (MRWA)	0	0	0	0	0	436,938	174,775	158,150
ROADC - Roads to Recovery Grant	0	0	0	0	0	285,000	0	0
AERO - Grants	176,665	0	0	176,665	176,665	294,443	294,443	0
	236,238	0	0	236,238	236,238	1,553,097	497,028	165,271
Capital contributions								
REC - Non- Operating Contributions	0	0	0	0	0	17,219	8,610	0
	0	0	0	0	0	17,219	8,610	0
TOTALS	236,238	0	0	236,238	236,238	1,570,316	505,638	165,271





SHIRE OF WYALKATCHEM

MONTHLY FINANCIAL REPORT

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

For the period ended 31 January 2024

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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SHIRE OF WYALKATCHEM
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2024

	Supplementary Information	Adopted Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
OPERATING ACTIVITIES							
Revenue from operating activities							
General rates	9	1,458,642	1,458,642	1,449,331	(9,311)	(0.64%)	
Grants, subsidies and contributions	12	274,645	217,404	292,226	74,822	34.42%	▲
Fees and charges		211,683	170,772	228,468	57,696	33.79%	▲
Interest revenue		14,450	8,414	102,860	94,446	1122.49%	▲
Other revenue		1,050	609	33	(576)	(94.58%)	▼
Profit on asset disposals	5	142,867	44,260	132,455	88,195	199.27%	▲
		2,103,337	1,900,101	2,205,373	305,272	16.07%	
Expenditure from operating activities							
Employee costs		(1,505,318)	(878,136)	(900,869)	(22,733)	(2.59%)	▼
Materials and contracts		(1,584,764)	(889,672)	(1,032,177)	(142,505)	(16.02%)	▼
Utility charges		(195,123)	(113,589)	(73,333)	40,256	35.44%	▲
Depreciation		(1,484,522)	(865,886)	0	865,886	100.00%	▲
Finance costs		(2,312)	(1,344)	(863)	481	35.79%	▲
Insurance		(170,847)	(199,477)	(176,565)	22,912	11.49%	▲
Other expenditure		(51,681)	(26,790)	(3,910)	22,880	85.41%	▲
		(4,994,567)	(2,974,894)	(2,187,717)	787,177	26.46%	
Non-cash amounts excluded from operating activities	Note 2(b)	1,341,655	821,626	(132,455)	(954,081)	(116.12%)	▼
Amount attributable to operating activities		(1,549,575)	(253,167)	(114,799)	138,368	54.65%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	13	1,570,316	774,483	283,049	(491,434)	(63.45%)	▼
Proceeds from disposal of assets	5	244,544	141,817	132,455	(9,362)	(6.60%)	
		1,814,860	916,300	415,504	(500,796)	(54.65%)	
Outflows from investing activities							
Payments for property, plant and equipment	4	(835,499)	(494,244)	(446,787)	47,457	9.60%	▲
Payments for construction of infrastructure	4	(1,908,646)	(734,485)	(754,690)	(20,205)	(2.75%)	▼
		(2,744,145)	(1,228,729)	(1,201,477)	27,252	2.22%	
Amount attributable to investing activities		(929,285)	(312,429)	(785,973)	(473,545)	(151.57%)	
FINANCING ACTIVITIES							
Inflows from financing activities							
Proceeds from new debentures	10	165,000	0	0	0	0.00%	
Transfer from reserves	3	472,408	0	0	0	0.00%	
		637,408	0	0	0	0.00%	
Outflows from financing activities							
Repayment of borrowings	10	(62,897)	(26,185)	(26,185)	0	0.00%	
Transfer to reserves	3	(184,291)	0	(78,165)	(78,165)	0.00%	▼
		(247,188)	(26,185)	(104,350)	(78,165)	(298.51%)	
Amount attributable to financing activities		390,220	(26,185)	(104,350)	(78,165)	(298.51%)	
MOVEMENT IN SURPLUS OR DEFICIT							
Surplus or deficit at the start of the financial year		2,088,640	2,088,640	2,202,696	114,056	5.46%	▲
Amount attributable to operating activities		(1,549,575)	(253,167)	(114,799)	138,368	54.65%	▲
Amount attributable to investing activities		(929,285)	(312,429)	(785,973)	(473,545)	(151.57%)	▼
Amount attributable to financing activities		390,220	(26,185)	(104,350)	(78,165)	(298.51%)	▼
Surplus or deficit after imposition of general rates		0	1,496,859	1,197,574	(299,285)	(19.99%)	▼

KEY INFORMATION

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

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

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

SHIRE OF WYALKATCHEM
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 JANUARY 2024

	Supplementary Information	30 June 2024	31 January 2024
		\$	\$
CURRENT ASSETS			
Cash and cash equivalents	2	2,581,555	1,171,688
Trade and other receivables		322,842	306,629
Other financial assets		3,230,306	3,308,471
Inventories	7	5,168	90,208
TOTAL CURRENT ASSETS		6,139,871	4,876,996
NON-CURRENT ASSETS			
Trade and other receivables		29,740	29,740
Other financial assets		61,117	61,117
Property, plant and equipment		13,446,168	13,894,957
Infrastructure		56,079,905	56,832,595
TOTAL NON-CURRENT ASSETS		69,616,930	70,818,409
TOTAL ASSETS		75,756,801	75,695,405
CURRENT LIABILITIES			
Trade and other payables	8	402,857	67,439
Other liabilities	11	236,238	236,238
Borrowings	10	53,126	26,941
Employee related provisions	11	88,414	88,414
TOTAL CURRENT LIABILITIES		780,635	419,032
NON-CURRENT LIABILITIES			
Employee related provisions		40,032	40,032
TOTAL NON-CURRENT LIABILITIES		40,032	40,032
TOTAL LIABILITIES		820,667	459,064
NET ASSETS		74,936,134	75,236,341
EQUITY			
Retained surplus		26,351,153	26,573,195
Reserve accounts	3	3,230,306	3,308,471
Revaluation surplus		45,354,675	45,354,675
TOTAL EQUITY		74,936,134	75,236,341

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 JANUARY 2024

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 07 February 2024

SHIRE OF WYALKATCHEM
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2024

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Net current assets used in the Statement of Financial Activity	Supplementary Information	Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 31 January 2024
		\$	\$	\$
Current assets				
Cash and cash equivalents	2	2,384,124	2,581,555	1,171,688
Trade and other receivables		377,104	322,842	306,629
Other financial assets		3,230,306	3,230,306	3,308,471
Inventories	7	45,768	5,168	90,208
		6,037,302	6,139,871	4,876,996
Less: current liabilities				
Trade and other payables	8	(476,699)	(402,857)	(67,439)
Other liabilities	11	(176,665)	(236,238)	(236,238)
Borrowings	10	(53,126)	(53,126)	(26,941)
Employee related provisions	11	(64,992)	(88,414)	(88,414)
		(771,482)	(780,635)	(419,032)
Net current assets		5,265,820	5,359,236	4,457,964
Less: Total adjustments to net current assets	Note 2(c)	(3,177,180)	(3,156,540)	(3,260,390)
Closing funding surplus / (deficit)		2,088,640	2,202,696	1,197,574

(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	5	(142,867)	(44,260)	(132,455)
Add: Depreciation		1,484,522	865,886	0
Total non-cash amounts excluded from operating activities		1,341,655	821,626	(132,455)

(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.

Adjustments to net current assets		Adopted Budget Opening 30 June 2023	Last Year Closing 30 June 2023	Year to Date 31 January 2024
		\$	\$	\$
Less: Reserve accounts	3	(3,230,306)	(3,230,306)	(3,308,471)
Add: Current liabilities not expected to be cleared at the end of the year:				
- Current portion of borrowings	10	53,126	53,126	26,941
- Current portion of employee benefit provisions held in reserve	3	0	20,640	21,139
Total adjustments to net current assets	Note 2(a)	(3,177,180)	(3,156,540)	(3,260,390)

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 WYALKATCHEM
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 JANUARY 2024

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.
The material variance adopted by Council for the 2023-24 year is \$10,000 or 10.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
Grants, subsidies and contributions	74,822	34.42%	▲
Budget for FAGS was \$0 as 100% of grant was prepaid in 2022/23 but we have received a further allocation of \$91,903, of which the 1st and 2nd instalments have been paid (\$45,952). This will be amended in the Budget Review.		Permanent	
Fees and charges	57,696	33.79%	▲
Income for the Rodeo was not budgeted for (\$32,139) and rental income for 10 Honour Ave was not budgeted as it was unknown when/if it would be rented (\$10,538). Private works have also been charged for the amount of \$8,948. These will be amended in the Budget Review.		Permanent	
Interest revenue	94,446	1122.49%	▲
Interest on both the Reserve Term Deposit and surplus Municipal funds is budgeted to be a nominal figure as it is always unknown what actual interest will be. To date Reserve interest is \$56,074 higher than budget and Municipal interest is \$39,333 higher.		Permanent	
Other revenue	(576)	(94.58%)	▼
No material variance			
Profit on asset disposals	88,195	199.27%	▲
Expenditure from operating activities			
Employee costs	(22,733)	(2.59%)	▼
No material variance			
Materials and contracts	(142,505)	(16.02%)	▼
Due to timing of maintenance grading and road maintenance works - the bulk of these works occur through the first half of the year (-\$100,000).		Timing	
Utility charges	40,256	35.44%	▲
Timing due to receipt of bills		Timing	
Depreciation	865,886	100.00%	▲
Depreciation won't be run until after the Annual Report is finalised and assets for 2022/23 are capitalised		Timing	
Finance costs	481	35.79%	▲
No material variance			
Insurance	22,912	11.49%	▲
We budgeted a 10% increase in insurance for 2023/24 to be safe and the actual increase was slightly smaller.			
Other expenditure	22,880	85.41%	▲
Councillor fees have not been paid as of yet, these will be in February 2024		Timing	
Non-cash amounts excluded from operating activities	(954,081)	(116.12%)	▼
Depreciation won't be run until after the Annual Report is finalised and assets for 2022/23 are capitalised			
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(491,434)	(63.45%)	▼
Due to the timing of grants being received.		Timing	
Outflows from investing activities			
Payments for property, plant and equipment	47,457	9.60%	▲
Variance due to timing of the museum refurbishment, the new dolly being purchased and also the new photocopier - these were both expected to be in 2022/23 and weren't carried over to this year's budget. This is offset by a higher opening surplus and it will be amended in the budget review.		Permanent	
Payments for construction of infrastructure	(20,205)	(2.75%)	▼
Ashelford Park budget was not carried over - this is offset by a higher opening surplus and will be amended in the Budget Review.		Permanent	
Outflows from financing activities			
Transfer to reserves	(78,165)	0.00%	▼
Interest on the Reserve Term Deposit is budgeted to be a nominal figure as it is always unknown what actual interest will be. To date Reserve interest received is \$78,165.			
Surplus or deficit at the start of the financial year	114,056	5.46%	▲
Pre-paid FAGS were \$130,000 higher than anticipated.			
Surplus or deficit after imposition of general rates	(299,285)	(19.99%)	▼
Due to variances described above			

SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION

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SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2024

1 KEY INFORMATION

Funding Surplus or Deficit Components

Funding surplus / (deficit)				
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$2.09 M	\$2.09 M	\$2.20 M	\$0.11 M
Closing	\$0.00 M	\$1.50 M	\$1.20 M	(\$0.30 M)

Refer to Statement of Financial Activity

Cash and cash equivalents		
	\$4.48 M	% of total
Unrestricted Cash	\$1.17 M	26.2%
Restricted Cash	\$3.31 M	73.8%

Refer to 2 - Cash and Financial Assets

Payables	
	\$0.07 M % Outstanding
Trade Payables	(\$0.02 M)
0 to 30 Days	100.0%
Over 30 Days	0.0%
Over 90 Days	0.0%

Refer to 8 - Payables

Receivables		
	\$0.14 M	% Collected
Rates Receivable	\$0.17 M	89.0%
Trade Receivable	\$0.14 M	% Outstanding
Over 30 Days		(39.6%)
Over 90 Days		(39.6%)

Refer to 6 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$1.55 M)	(\$0.25 M)	(\$0.11 M)	\$0.14 M

Refer to Statement of Financial Activity

Rates Revenue		
YTD Actual	\$1.45 M	% Variance
YTD Budget	\$1.46 M	(0.6%)

Refer to 9 - Rate Revenue

Grants and Contributions		
YTD Actual	\$0.29 M	% Variance
YTD Budget	\$0.22 M	34.4%

Refer to 12 - Grants and Contributions

Fees and Charges		
YTD Actual	\$0.23 M	% Variance
YTD Budget	\$0.17 M	33.8%

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$0.93 M)	(\$0.31 M)	(\$0.79 M)	(\$0.47 M)

Refer to Statement of Financial Activity

Proceeds on sale		
YTD Actual	\$0.13 M	%
Adopted Budget	\$0.24 M	(45.8%)

Refer to 5 - Disposal of Assets

Asset Acquisition		
YTD Actual	\$0.75 M	% Spent
Adopted Budget	\$1.91 M	(60.5%)

Refer to 4 - Capital Acquisitions

Capital Grants		
YTD Actual	\$0.28 M	% Received
Adopted Budget	\$1.57 M	(82.0%)

Refer to 4 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.39 M	(\$0.03 M)	(\$0.10 M)	(\$0.08 M)

Refer to Statement of Financial Activity

Borrowings	
Principal repayments	(\$0.03 M)
Interest expense	(\$0.00 M)
Principal due	\$0.03 M

Refer to 10 - Borrowings

Reserves	
Reserves balance	\$3.31 M
Interest earned	\$0.08 M

Refer to 3 - Cash Reserves

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

**SHIRE OF WYALKATCHEM
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 JANUARY 2024**

2 CASH AND FINANCIAL ASSETS

Description	Classification	Unrestricted \$	Restricted \$	Total Cash \$	Trust \$	Institution	Interest Rate	Maturity Date
Municipal Bank Account	Cash and cash equivalents	539,096		539,096		NAB		
Municipal Investment	Cash and cash equivalents	633,739		633,739		BOQ	4.35%	Feb-24
Reserve Investment Account	Financial assets at amortised cost	0	3,308,471	3,308,471		BOQ	5.20%	May-24
Total		1,172,835	3,308,471	4,481,306	0			
Comprising								
Cash and cash equivalents		1,172,835	0	1,172,835	0			
Financial assets at amortised cost		0	3,308,471	3,308,471	0			
		1,172,835	3,308,471	4,481,306	0			

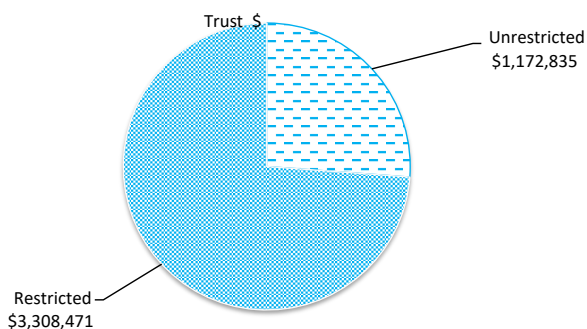
KEY INFORMATION

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

Financial assets at amortised cost held with registered financial institutions are listed in this note other financial assets at amortised cost are provided in Note 4 - Other a



SHIRE OF WYALKATCHEM
 SUPPLEMENTARY INFORMATION
 FOR THE PERIOD ENDED 31 JANUARY 2024

3 RESERVE ACCOUNTS

Reserve name	Budget Opening Balance	Budget Interest Earned	Budget Transfer s In (+)	Budget Transfers Out (-)	Budget Closing Balance	Actual Opening Balance	Actual Interest Earned	Actual Transfer s In (+)	Actual Transfer s Out (-)	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Restricted by Council										
Reserve account - by council - Building	331,555	616			332,171	331,555	8,023	0	0	339,578
Reserve account - by council - Waste Management	111,395	207			111,602	111,395	2,695	0	0	114,090
Reserve account - by council - Plant & Equipment	647,644	1,203	178,291	(312,273)	514,865	647,644	15,671	0	0	663,315
Reserve account - by council - Community Bus	85,826	159			85,985	85,826	2,077	0	0	87,903
Reserve account - by council - Government Joint Venture Housing	11	0			11	11	0	0	0	11
Reserve account - by council - Sport & Recreation Facilities	338,363	628		(160,135)	178,856	338,363	8,187	0	0	346,550
Reserve account - by council - Community Development	529,706	984			530,690	529,706	12,817	0	0	542,523
Reserve account - by council - Community Health	1,120,174	2,082			1,122,256	1,120,174	27,105	0	0	1,147,279
Reserve account - by council - Airport Development	44,830	83			44,913	44,830	1,085	0	0	45,915
Reserve account - by council - Depot	162	0			162	162	4	0	0	166
Reserve account - by council - Leave	20,640	38			20,678	20,640	499	0	0	21,139
	3,230,306	6,000	178,291	(472,408)	2,942,189	3,230,306	78,165	0	0	3,308,471

4 CAPITAL ACQUISITIONS

Capital acquisitions	Adopted		YTD Actual	YTD Actual Variance
	Budget	YTD Budget		
	\$	\$	\$	\$
Buildings - non-specialised	128,632	37,377	48,148	10,771
Furniture and equipment	0	0	8,168	8,168
Plant and equipment	706,867	456,867	390,471	(66,396)
Acquisition of property, plant and equipment	835,499	494,244	446,787	(47,457)
Infrastructure - roads	827,535	413,768	353,100	(60,668)
Infrastructure - footpaths	75,000	0	0	0
Infrastructure - other	1,006,111	320,717	401,590	80,873
Acquisition of infrastructure	1,908,646	734,485	754,690	(74,709)
Total capital acquisitions	2,744,145	1,228,729	1,201,477	(122,166)
Capital Acquisitions Funded By:				
Capital grants and contributions	1,570,316	774,483	283,049	(491,434)
Borrowings	165,000	0	0	0
Other (disposals & C/Fwd)	244,544	141,817	132,455	(9,362)
Reserve accounts				
Reserve account - by council - Plant & Equipment	312,273		0	0
Reserve account - by council - Sport & Recreation Facilities	160,135		0	0
Contribution - operations	291,877	312,429	785,973	473,544
Capital funding total	2,744,145	1,228,729	1,201,477	(27,252)

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.

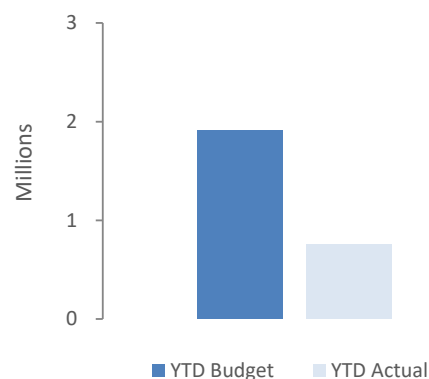
Initial recognition and measurement for assets held at cost

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 recognised 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.

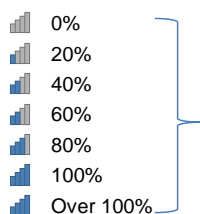
Payments for Capital Acquisitions



4 CAPITAL ACQUISITIONS - DETAILED

Capital expenditure total

Level of completion indicators



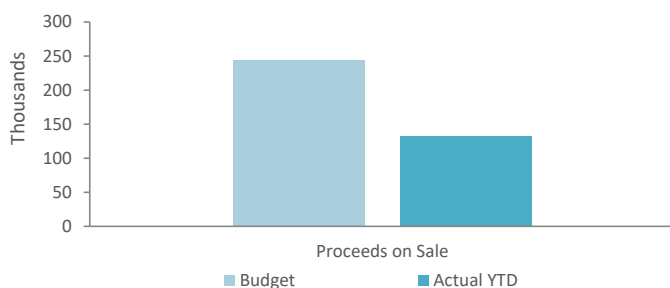
Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.

Level of completion indicator, please see table at the end of this note for further detail.

Account Description		Adopted		YTD Actual	Variance (Under)/Over	
		Budget	YTD Budget			
		\$	\$	\$	\$	
Land & Buildings						
	LRC001	Railway Tce (NAB) Building Improvement	47,632	15,877	16,456	(\$579)
	BC045	Asbestos remediation program	45,000	20,000	17,397	\$2,603
	BC040	Depot	26,000	1,500	1,795	(\$295)
	BC043	Carport for light vehicles at Grace St Depot	10,000	0	0	\$0
	BC046	Museum Building Refurbishment	0	0	12,500	(\$12,500)
Plant & Equipment						
	WM000	WM000 Toyota Hilux	53,475	53,475	57,400	(\$3,925)
	WM216	Mitsubishi Triton 4x2	30,674	30,674	33,635	(\$2,961)
	PC0104	Prime Mover	220,000	220,000	110,000	\$110,000
	Side Tipper	Side Tipper Trailer	80,000	80,000	80,000	\$0
	Grader	Second grader (second hand)	250,000	0	0	\$0
	PC0101	Dolly	0	0	35,800	(\$35,800)
	WM00	WM00 Toyota Prado	72,718	72,718	73,636	(\$918)
Furniture and Equipment						
	PEC002	Photocopier	0	0	8,168	(\$8,168)
Roads						
	RRG02	Wyalkatchem North Rd	542,535	271,268	216,733	\$54,534
	R2R	Roads 2 Recovery program 2023/24	285,000	142,500	136,367	\$6,133
Footpaths						
	LRCI	Footpath & kerbing upgrade project	75,000	0	0	\$0
Infrastructure - Other						
	LRCI	Wyalkatchem Pool Refurbishment program	463,650	0	0	\$0
	CSRFF	Practice Cricket Wicket	51,657	0	0	\$0
	CSRFF	Gymnasium	54,106	0	0	\$0
	LRC010	Korrelocking Cemetery	15,096	3,774	3,418	\$356
	LRC009	Flag poles at Admin Building	2,084	0	0	\$0
	LRC006	Town entry statement improvements	8,825	0	38	(\$38)
	LRCI/Shire	Rubbish Tip	45,000	0	0	\$0
	Shire	Rubbish Bin - CRC	3,500	0	0	\$0
	CIO015	Asset Security/Protection - CCTV	40,000	20,000	18,042	\$1,958
	Shire	Shire Asset Signage	2,750	0	0	\$0
	BC036	Family Day Care Centre upgrade	10,000	2,500	2,000	\$500
	CIO007	Cemetery	15,000	0	0	\$0
	CIO013	Airport Runway Reseal	294,443	294,443	306,085	(\$11,642)
	LRC004	Waterwise garden	0	0	72,007	(\$72,007)
			2,744,145	1,228,729	1,201,477	\$27,252

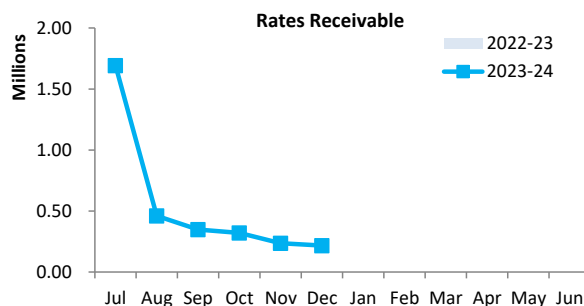
5 DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book		Profit	(Loss)	Net Book		Profit	(Loss)
		Value	Proceeds			Value	Proceeds		
\$	\$	\$	\$	\$	\$	\$	\$		
Plant and equipment									
	WM000 Toyota Hilux	49,842	50,909	1,067	0	0	45,455	45,455	0
	Isuzu Dmax	1,136	18,181	17,045	0	0	20,636	20,636	0
	Isuzu 6 wheeler	0	72,727	72,727	0	0	0	0	0
	WM00 Toyota Prado	47,914	72,727	24,813	0	0	66,364	66,364	0
	Skid steer	2,785	30,000	27,215	0	0	0	0	0
		101,677	244,544	142,867	0	0	132,455	132,455	0



6 RECEIVABLES

Rates receivable	30 June 2023	31 Jan 2024
	\$	\$
Opening arrears previous years	54,644	64,221
Levied this year	0	1,449,331
Less - collections to date	9,577	(1,347,424)
Gross rates collectable	64,221	166,128
Net rates collectable	64,221	166,128
% Collected	(17.5%)	89.0%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	(36,668)	177,169	0	0	(39,826)	100,675
Percentage	(36.4%)	176.0%	0.0%	0.0%	(39.6%)	
Balance per trial balance						
Trade receivables	0	100,675	0	0	0	100,675
GST receivable	0	76,494	0	0	0	76,494
Allowance for credit losses of other	(36,668)	0	0	0	0	(36,668)
Total receivables general outstanding						140,501

Amounts shown above include GST (where applicable)

KEY INFORMATION

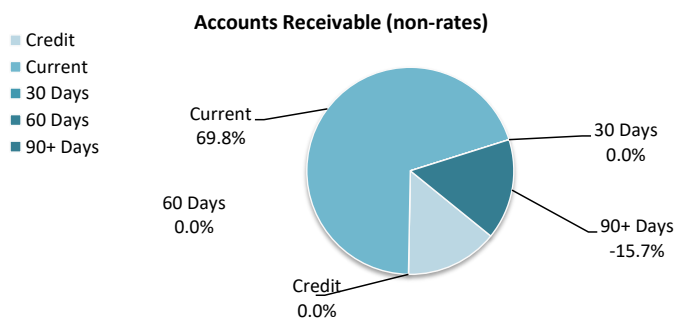
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods and services performed in the ordinary course of business.

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.



7 OTHER CURRENT ASSETS

Other current assets	Opening Balance 1 July 2023	Asset Increase	Asset Reduction	Closing Balance 31 January 2024
	\$	\$	\$	\$
Inventory				
Diesel	5,168	85,040	0	90,208
Total other current assets	5,168	85,040	0	90,208

Amounts shown above include GST (where applicable)

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.

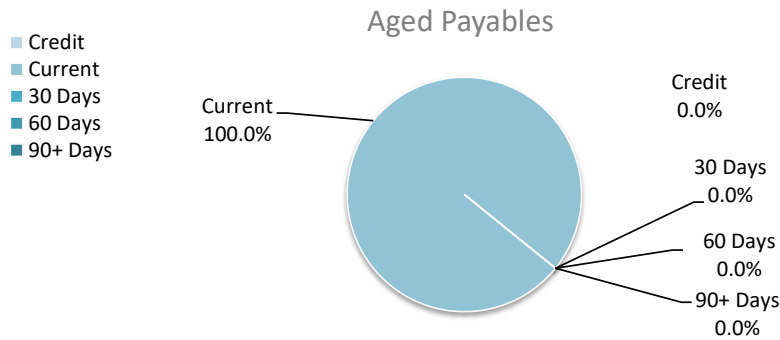
8 PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	67,439	0	0	0	67,439
Percentage	0.0%	100.0%	0.0%	0.0%	0.0%	
Balance per trial balance						
Sundry creditors	0	(24,350)	0	0	0	(24,350)
Other payables	0	(1,534)	0	0	0	(1,534)
Bonds and deposits held	0	10,867	0	0	0	10,867
GST Payable	0	19,974	0	0	0	19,974
PAYG Payable	0	62,482	0	0	0	62,482
Total payables general outstanding						67,439

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.



9 RATE REVENUE

General rate revenue

RATE TYPE	Rate in	Number of	Rateable	Rate	Budget	Total	Rate	YTD Actual	Total
	\$ (cents)	Properties	Value	Revenue	Interim	Revenue	Revenue	Interim	Revenue
				\$	\$	\$	\$	\$	\$
Gross rental value									
Gross Rental Value - Town	0.1173	194	1,340,466	157,272	0	157,272	157,271		157,271
Unimproved value									
Unimproved Value - Rural	0.0108	209	119,273,500	1,287,438	0	1,287,438	1,287,438		1,287,438
Unimproved Value - Mining	0.0108	0	0	0	0	0			0
Sub-Total		403	120,613,966	1,444,710	0	1,444,710	1,444,709	0	1,444,709
Minimum payment									
			Minimum Payment \$						
Gross rental value									
Gross Rental Value - Town	533	53	71,787	28,249	0	28,249	28,249		28,249
Unimproved value									
Unimproved Value - Rural	593	18	521,600	10,674	0	10,674	10,674		10,674
Unimproved Value - Mining	593	17	57,595	10,081	0	10,081	10,081	(824)	9,257
Sub-total		88	650,982	49,004	0	49,004	49,004	(824)	48,180
Discount						(45,824)			(43,558)
Amount from general rates						1,447,890			1,449,331
Ex-gratia rates						10,752			0
Total general rates						1,458,642			1,449,331

10 BORROWINGS

Repayments - borrowings

Information on borrowings	Particulars	Loan No.	New Loans			Principal Repayments		Principal Outstanding		Interest Repayments	
			1 July 2023	Actual	Budget	Actual	Budget	Actual	Budget	Actual	Budget
			\$	\$	\$	\$	\$	\$	\$	\$	\$
	43 & 45 Wilson St Grader	68	28,959	0	0	(14,234)	(28,959)	14,725	0	(998)	(1,506)
	CRC Building	73	24,167	0	0	(11,951)	(24,167)	12,216	0	(535)	(806)
	Total		53,126	0	165,000	(26,185)	(62,897)	26,941	155,229	(1,533)	(2,312)
	Current borrowings		53,126					26,941			
			53,126					26,941			

All debenture repayments were financed by general purpose revenue.

New borrowings 2023-24

Particulars	Amount Borrowed		Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	Actual	Budget						Actual	Budget	
	\$	\$				\$	%	\$	\$	\$
Grader	0	165,000	WATC			0		0	165,000	0
	0	165,000				0		0	165,000	0

KEY INFORMATION

Borrowing costs are recognised as an expense when incurred except where they are directly attributable to the acquisition, construction or production of a qualifying asset. Where this is the case, they are capitalised as part of the cost of the particular asset until such time as the asset is substantially ready for its intended use or sale.

Fair values of borrowings are not materially different to their carrying amounts, since the interest payable on those borrowings is either close to current market rates or the borrowings are of a short term nature. Non-current borrowings fair values are based on discounted cash flows using a current borrowing rate.

11 OTHER CURRENT LIABILITIES

	Note	Opening Balance 1 July 2023	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 31 January 2024
		\$	\$	\$	\$	\$
Other current liabilities						
Other liabilities						
Capital grant/contributions liabilities		236,238	0	0	0	236,238
Total other liabilities		236,238	0	0	0	236,238
Employee Related Provisions						
Provision for annual leave		88,414	0			88,414
Total Provisions		88,414	0	0	0	88,414
Total other current liabilities		324,652	0	0	0	324,652

Amounts shown above include GST (where applicable)

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13

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.

Contract liabilities

An entity's obligation to transfer goods or services to a customer for which the entity has received consideration (or the amount is due) from the customer.

Capital grant/contribution liabilities

Grants to acquire or construct recognisable non-financial assets to identified specifications be constructed to be controlled by the Shire are recognised as a liability until such time as the Shire satisfies its obligations under the agreement.

12 GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase in Liability	Decrease in Liability	Liability	Current Liability	Adopted Budget	YTD	YTD
	1 July 2023		(As revenue)	31 Jan 2024	31 Jan 2024	Revenue	Budget	Revenue
	\$	\$	\$	\$	\$	\$	\$	\$
Grants and subsidies								
GEN PUR - Financial Assistance Grant - General	0	0	0	0	0	0	0	15,979
GEN PUR - Financial Assistance Grant - Roads	0	0	0	0	0	0	0	29,973
GEN PUR - Other Grants	0	0	0	0	0	0	0	300
ESL BFB - Operating Grant	0	0	0	0	0	36,410	27,308	33,170
ESL BFB - Admin Fee/Commission	0	0	0	0	0	4,000	4,000	4,000
ROADM - Direct Road Grant (MRWA)	0	0	0	0	0	135,748	135,748	137,977
	0	0	0	0	0	176,158	167,056	221,399
Contributions								
OTH HEALTH - Contributions, Donations & Reimbursements	0	0	0	0	0	84,987	42,494	59,890
STF HOUSE - Staff Rental Reimbursements - 2 Slocum St	0	0	0	0	0	2,000	1,162	2,222
STF HOUSE - Staff Rental Reimbursements - 22a Flint St	0	0	0	0	0	2,800	1,631	1,723
STF HOUSE - Staff Rental Reimbursements - 43 Wilson St	0	0	0	0	0	2,800	1,631	0
STF HOUSE - Staff Rental Reimbursements - 45 Wilson St	0	0	0	0	0	2,800	1,631	1,723
STF HOUSE - Staff Rental Reimbursements - 45 Wilson St	0	0	0	0	0	2,800	1,631	1,723
OTH HOUSE - Rental Reimbursements	0	0	0	0	0	100	56	2,811
OTH HOUSE - Rental Reimbursements - Joint Venture	0	0	0	0	0	200	112	0
ADMIN - Fees & Charges	0	0	0	0	0	0		736
	0	0	0	0	0	98,487	50,348	70,828
TOTALS	0	0	0	0	0	274,645	217,404	292,226

13 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability 1 July 2023	Increase in Liability	Decrease in Liability (As revenue)	Liability 31 Jan 2024	Current Liability 31 Jan 2024	Adopted Budget Revenue	YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
GEN PUR - Other Grants	59,573	0	0	59,573	59,573	501,101	131,944	7,122
Recreation and Culture								
REC - Grants	0	0	0	0	0	35,615	20,776	0
ROADC - Regional Road Group Grants (MRWA)	0	0	0	0	0	436,938	174,775	158,150
ROADC - Roads to Recovery Grant	0	0	0	0	0	285,000	142,500	0
AERO - Grants	176,665	0	0	176,665	176,665	294,443	294,443	117,778
	236,238	0	0	236,238	236,238	1,553,097	764,438	283,049
Capital contributions								
REC - Non- Operating Contributions	0	0	0	0	0	17,219	10,045	0
	0	0	0	0	0	17,219	10,045	0
TOTALS	236,238	0	0	236,238	236,238	1,570,316	774,483	283,049





1.1 Council to CEO

1.1.1 Appoint Authorised Persons

Delegator: <i>Power / Duty assigned in legislation to:</i>	Local Government
Express Power to Delegate: <i>Power that enables a delegation to be made</i>	<i>Local Government Act 1995:</i> s.5.42 Delegation of some powers or duties to the CEO s.5.43 Limitations on delegations to the CEO
Express Power or Duty Delegated:	<i>Local Government Act 1995:</i> s.3.24 Authorising persons under this subdivision [Part 3, Division 3, Subdivision 2 – Certain provisions about land] s.9.10 Appointment of authorised persons
Delegate:	Chief Executive Officer
Function: <i>This is a precis only. Delegates must act with full understanding of the legislation and conditions relevant to this delegation.</i>	<ol style="list-style-type: none"> 1. Authority to appoint persons or classes of persons as authorised persons for the purpose of fulfilling prescribed functions within the Local Government Act 1995 and its subsidiary legislation, including Local Government Act Regulations, the <i>Local Government (Miscellaneous Provisions) Act 1960</i> and Local Laws made under the Local Government Act. [s.3.24 and s.9.10]. 2. Authority to appoint authorised person for the purposes of the Graffiti Vandalism Act 2016, which prescribes Part 9 of the <i>Local Government Act 1995</i> as the enabling power [s.15 of the <i>Graffiti Vandalism Act 2016</i>].
Council Conditions on this Delegation:	<ol style="list-style-type: none"> a. A register of Authorised Persons is to be maintained as a Local Government Record. b. Only persons who are appropriately qualified and trained may be appointed as Authorised persons. c. Exercising of delegation to be in accordance with any policies or strategies formally adopted by Council.
Express Power to Sub-Delegate:	<i>Local Government Act 1995:</i> s.5.44 CEO may delegate some powers and duties to other employees

Sub-Delegate/s: <i>Appointed by CEO</i>	The CEO has exercised the right not to sub-delegate this delegation
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<p>CEO Conditions on this Sub-Delegation:</p> <p><i>Conditions on the original delegation also apply to the sub-delegations.</i></p>	<p>N/A</p>
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<p>Compliance Links:</p>	
<p>Record Keeping:</p>	<p>Local Government Act 1995 – Section 5.46(3)</p> <p>Local Government (Administration) Regulations 1996 – Regulation 19</p> <p>Maintain records of decisions that are in accordance with the Shire’s Record Keeping Plan</p> <p>Instruments or Certificates of Authorisation – Copies are to be retained on the Authorised Person’s personnel file and appropriate file within the Shire filing index.</p> <p>A record of each Authorisation is to be retained in the Authorised Persons Register, retained as a Local Government Record.</p>

Version Control:

1	OMC 21 February 2019 (22/2019)
2	No change
3	Deleted as per Council Meeting 21 October 2021
4	





Division 2 — Enforcement and legal proceedings

Subdivision 1 — Miscellaneous provisions about enforcement

9.10. Appointment of authorised persons

(1) In this section —

law means any of the following —

- (a) this Act;
- (b) the *Caravan Parks and Camping Grounds Act 1995*;
- (c) the *Cat Act 2011*;
- (d) the *Cemeteries Act 1986*;
- (e) the *Control of Vehicles (Off-road Areas) Act 1978*;
- (f) the *Dog Act 1976*;
- (g) subsidiary legislation made under an Act referred to in any of paragraphs (a) to (f);
- (h) a written law prescribed for the purposes of this section;

specified means specified in the instrument of appointment.

- (2) The CEO may, in writing, appoint persons or classes of persons to be authorised persons for the purposes of 1 or more specified laws or specified provisions of 1 or more specified laws.
- (3) An appointment under subsection (2) is subject to any specified conditions or limitations.





1.1. ATTENDANCE AT EVENTS - POLICY

Responsible Department	Corporate Services
Former policy Reference	Nil
Resolution Number	OMC
Resolution Date	
Last Amendment Date	New Policy
Shire Related Documents	Policy 4.2 CODE OF CONDUCT – elected members, committee members and candidates Shire of Wyalkatchem Record Keeping Plan.
Related Legislation	<i>State Records Act 2000</i> <i>Local Government Act 1995</i>

OBJECTIVE

To provide guidance and directives to Elected Members and Chief Executive Officers when attending events.

POLICY

INTRODUCTION

Section 5.90A of the Local Government Act 1995 provides that a local government must prepare and adopt an Attendance at Events policy.

This policy is made in accordance with those provisions.

PURPOSE

This policy addresses attendance at any events, including concerts, conferences, functions or sporting events, whether free of charge, part of a sponsorship agreement, or paid by the local government. The purpose of the policy is to provide transparency about the attendance at events of council members and the chief executive officer (CEO).

Attendance at an event in accordance with this policy will exclude the gift holder from the requirement to disclose an interest if the ticket is above \$300 and the donor has a matter before council. Any gift received that is less than \$300 (either one gift or cumulative over 12 months from the same donor) also does not need to be disclosed as an interest. Receipt of the gift will still be required under the gift register provisions.

LEGISLATION

5.90A. Policy for attendance at events.

(1) In this section —
event includes the following —

- (a) a concert;
- (b) a conference;
- (c) a function;
- (d) a sporting event;
- (e) an occasion of a kind prescribed for the purposes of this definition.

(2) A local government must prepare and adopt* a policy that deals with matters relating to the attendance of council members and the CEO at events, including —

- (a) the provision of tickets to events; and
- (b) payments in respect of attendance; and
- (c) approval of attendance by the local government and criteria for approval; and
- (d) any prescribed matter.

* Absolute majority required.

(3) A local government may amend* the policy.

* Absolute majority required.

(4) When preparing the policy or an amendment to the policy, the local government must comply with any prescribed requirements relating to the form or content of a policy under this section.

(5) The CEO must publish an up-to-date version of the policy on the local government's official website.

PROVISION OF TICKETS TO EVENTS

1. Invitations

1.1 All invitations or offers of tickets for a council member or CEO to attend an event should be in writing and addressed to the Governance Executive Officer (GEO).

1.2 Any invitation or offer of tickets not addressed to the GEO is not captured by this policy and must be disclosed in accordance with the gift and interest provisions in the Act.

1.3 A list of events and attendees authorised by the local government in advance of the event is at Attachment A.

2. Approval of attendance

2.1 In making a decision on attendance at an event, the council will consider:

- a) who is providing the invitation or ticket to the event,
- b) the location of the event in relation to the local government (within the district or out of the district),
- c) the role of the council member or CEO when attending the event (participant, observer, presenter) and the value of their contribution,
- d) whether the event is sponsored by the local government,
- e) the benefit of local government representation at the event,
- f) the number of invitations / tickets received, and
- g) the cost to attend the event, including the cost of the ticket (or estimated value of the event per invitation) and any other expenses such as travel and accommodation.

2.2 Decisions to attend events in accordance with this policy will be made by simple majority or by the CEO in accordance with any authorisation provided in this policy.

Guidance note: If the council is proposing to provide authorisation to the CEO to determine matters in accordance with this policy, then it will be necessary for the policy statement to include specific principles / criteria by which the CEO may make such determinations.

3. Payments in respect of attendance

3.1 Where an invitation or ticket to an event is provided free of charge, the local government may contribute to appropriate expenses for attendance, such as travel and accommodation, for events outside the district if the council determines attendance to be of public value.

3.2 For any events where a member of the public is required to pay, unless previously approved and listed in Attachment A, the council will determine whether it is in the best interests of the local government for a council member or the CEO or another officer to attend on behalf of the council.

3.3 If the council determines that a council member or CEO should attend a paid event, the local government will pay the cost of attendance and reasonable expenses, such as travel and accommodation.

3.4 Where partners of an authorised local government representative attend an event, any tickets for that person, if paid for by the local government, must be reimbursed by the representative unless expressly authorised by the council.

Attachment A - events authorised in advance

Event	Date of Event	Approved Attendee/s	Approved local government contribution to cost	Date of council resolution or CEO authorisation
Example: Greater Westralia Regional Agricultural Ball	20 December 2019	President Cr Brown and Partner Deputy President Cr Green and Partner CEO and Partner	6 tickets @ \$190 each Total cost \$1,140	Ordinary Council Meeting 4 November 2019





DATED

2024

SHIRE OF WYALKATCHEM

and

**WYALKATCHEM COMMUNITY RESOURCE CENTRE
INCORPORATED**

SUBLICENCE

Community Resource Centre, Railway Terrace,
Wyalkatchem

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INFORMATION TABLE

Date

Parties

Name **Shire of Wyalkatchem**
Short form name **Sublicensor**
Notice details PO Box 224, Wyalkatchem, Western Australia

Name **Wyalkatchem Community Resource Centre Incorporated**
ABN 51 521 343 853
Short form name **Sublicensee**
Notice details PO Box 156, Wyalkatchem, Western Australia

Name The Public Transport Authority of Western Australia
ABN 61 850 109 576
Short form name **Head Licensor**
Notice details PO Box 8125, Perth Business Centre, Perth, Western Australia, 6849

Items

Item 1 **The Land**

Lot 500 on Deposited Plan 56188 being the whole of the land described in Certificate of Title LR3158 Folio 746

Item 2 **Premises**

That portion of the Building shown hachured on the plan annexed to this Sublicence in Annexure A comprising an approximate area of 300m².

Item 3 **Term**

3 years and 8 months

Commencement Date

30 May 2022

Expiration Date

31 January 2026

Item 4 **Term of Renewal**

Not applicable

Item 5	Rent
	\$1 per annum payable on demand.
Item 6	Rent Review Dates
	Not applicable
Item 7	Rent Review Clause
	Not applicable
Item 8	Permitted Use
	Community Resource Centre
Item 9	Additional Terms Covenants and Conditions
	<ol style="list-style-type: none"> 1. Building Maintenance <p>The Sublicensor is responsible for the maintenance of the Building to a commercially acceptable standard as determined by the Sublicensor acting reasonably.</p> 2. Head Licence <ol style="list-style-type: none"> (a) The Sublicensee represents and warrants that it has read and that it understands the Head Licence. (b) The Sublicensee must comply with the terms of the Head Licence and indemnifies the Sublicensor against all losses, claims and damages that may be suffered by the Sublicensor as a result of any breach of the Head Licence by the Sublicensee. (c) The Sublicensee must not do anything which may result in the Sublicensor being in breach of the Head Lease. (d) If the Sublicensee must obtain the Sublicensor's consent in respect of anything, and, under the Head Licence, the Sublicensor must obtain the Head Licensor's consent for the same thing, then: <ol style="list-style-type: none"> (i) the Sublicensor agrees to obtain the Head Licensor's consent; and (ii) the Sublicensor may withhold its consent if: <ol style="list-style-type: none"> (A) the Head Licensor does not give its consent; or (B) the Head Licensor gives its consent to this Sublicence.

However, despite the Head Licensor giving consent, the Sublicensor may withhold its consent.

If the Sublicensor consents to a thing it may impose conditions. Those conditions may only be the same as or less than those imposed by the Head Licensor.

- (e) The Head Licensor consents to the Sublicensor sublicensing the Premises under this Sublicence.
- (f) The Sublicensee acknowledges that this Sublicence terminates if the Head Licence is terminated. However, termination of this Sublicence does not affect rights that arise before, or because of, the termination.

INTRODUCTION

- A. The PTA has licenced the Land to the Sublicensor pursuant to the Head Licence.
- B. The Sublicensor has agreed to licence the Premises to the Sublicensee at the Rent and on the terms and conditions contained in this Sublicence.
- C. The Head licensor consents to the grant of this Sublicence on the terms set out on page 18 of this Deed.

AGREED TERMS

1 DEFINED TERMS & INTERPRETATION

1.1 Defined terms

Building means the building shown hachured on the plan annexed to this Sublicence in Annexure A comprising an approximate area of 300m².

Commencement Date means the Commencement Date specified in Item 3.

Expiration Date means the Expiration Date specified in Item 3.

Head Licence means the Licence to Occupy dated 30 May 2016 made between the PTA as Licensor and the Sublicensor as Licensee, a copy of which is annexed to this Sublicence at Annexure B.

Information table means the part of this document described as Information table.

Item means an item in the Information table.

Land means the Land referred to in Item 1.

Permitted Use means the permitted use specified in Item 8.

Premises means that part of the Land described in Item 2 and all improvements fixtures and fittings in the Premises.

PTA means the Public Transport Authority of Western Australia.

Rent means the rent specified in Item 5 and the rent payable under this Sublicence from time to time.

Rent Review Clause means the Rent Review clause, if any, specified in Item 7 pursuant to which the Rent shall be reviewed.

Rent Review Date means each of the rent review dates specified in Item 6.

Sublicensee means the Sublicensee referred to in the Information table.

Sublicensee's Covenants means terms, covenants and conditions contained in this Sublicence and on the part of the Sublicensee to be observed and performed.

Term means the term of this Sublicence specified in Item 3 commencing on the Commencement Date and terminating on the Expiration Date.

This Sublicence means this Sublicence and any variations to it agreed between the parties.

1.2 Interpretation

In this Deed, unless the contrary intention appears:

- (a) a reference to this Deed, the Sublicence or any other instrument includes:
 - (i) both express and implied terms, covenants and conditions of those documents; and
 - (ii) all variations, additions and deletions to the terms, covenants and conditions contained in those documents whenever effected;
- (b) the singular includes the plural and vice versa, and a gender includes other genders;
- (c) another grammatical form of a defined word or expression has a corresponding meaning;
- (d) a reference to a clause, paragraph, information table, schedule or annexure is a reference to a clause or paragraph or the information table in, or a schedule or an annexure to, this Sublicence and a reference to this Sublicence includes the Information table and any schedule or annexure;
- (e) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (f) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (g) a reference to time is to Western Australian time;
- (h) a reference to a party is to a party to this agreement, and a reference to a party to a document includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (k) a word or expression defined in the Corporations Act has the meaning given to it in the Corporations Act;
- (l) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;
- (m) any agreement, representation, warranty or indemnity by two or more parties (including where two or more persons are included in the same defined term) binds them jointly and severally;

- (n) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;
- (o) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (p) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

1.3 Headings

Headings are for ease of reference only and do not affect interpretation.

2 SUBLICENCE

The Sublicensor licenses the Premises to the Sublicensee for the Term at the Rent and otherwise upon the terms and conditions contained in this Sublicence.

3 RENT

The Sublicensee shall pay the Rent to the Sublicensor annually in advance commencing on the Commencement Date and on each anniversary of the Commencement Date.

4 RENT REVIEW

The Rent shall be reviewed on the Rent Review Date in accordance with the Rent Review Clause.

5 SUBLICENSEE'S COVENANTS

The Sublicensee covenants with the Sublicensor as follows:

5.1 Payment of Rent

To pay the Sublicensor the Rent reserved by this Sublicence at the times and in the manner provided in this Sublicence.

5.2 Rates, Taxes & Outgoings

To pay and discharge all rates and taxes including land tax assessed or charged in respect of the Premises and all other outgoings, including without limitation all telephone, electricity, gas, water, rubbish collection and sewerage charges levied, charged or imposed upon the Premises or any part of the Premises or arising out of the use of the Premises and whether expressed to be payable by the owner or occupier of the Premises.

5.3 Not used

5.4 Cleaning

At the Sublicensee's own expense during the Term at all times to keep and maintain the Premises clean, drained, properly disinfected, free from rubbish, refuse and disused material of any kind and in good and sanitary condition to a standard acceptable to the Sublicensor.

5.5 Entry by Sublicensor to View

To permit the Sublicensor, its officers, members or agents at all reasonable times with or without workmen or others to enter the Premises to view the state of repair and condition of the Premises and to forthwith carry out any repairs, cleaning, painting or other works for which the Sublicensee is responsible under this Sublicence in accordance with any notice in writing given to the Sublicensee or left on the Premises by the Sublicensor.

5.6 Abatement of Nuisances

- (a) Not to do or leave undone any act matter or thing which may be or be deemed to be a nuisance within the meaning of the *Local Government Act*, the *Health Act* or any other Act or under any local laws or regulations applicable to the Premises or the use or occupation of the Premises by the Sublicensee and immediately to abate any such nuisance or alleged nuisance.
- (b) To ensure that the Premises are not used in any manner which may be or become a nuisance disturbance or annoyance to the quiet and comfort of any occupier of any land in the vicinity of the Premises and on being required to do so by the Sublicensor or any officer of the Sublicensor to immediately abate any such nuisance, disturbance or annoyance.

5.7 Pests

To keep the Premises free of ants, pests and vermin. The Sublicensor will arrange, at the Sublicensor's cost, for pest treatment of the Premises on an annual basis.

5.8 Disorderly Behaviour

To prevent disorderly behaviour and indecent language in the Premises at all times during the day and night.

5.9 Compliance with Statutes and Licences

- (a) At its own expense to comply with, carry out and perform the requirements of the *Local Government Act*, the *Health Act* and all other Acts, town planning schemes, local laws or regulations or of any requisitions or orders under them applicable to the Premises or the use or occupation of the Premises.
- (b) To take out and keep current any licences required in connection with any activities carried on from the Premises.

5.10 Permitted Use

To use the Premises solely for the Permitted Use.

5.11 Prohibited Use

Not to use the Premises for any illegal or immoral purpose nor for any business or commercial use without the prior written consent of the Sublicensor.

5.12 Insurance

- (a) To take out and keep in force during the Term a policy of insurance in the joint names of the Sublicensor and the Sublicensee for all Sublicensee's property in the Premises (if any) with an insurance company approved by the Sublicensor

against fire, storm, tempest, earthquake, malicious damage and such other risks as the Sublicensor shall determine and to allow the Sublicensor to hold every insurance policy.

- (b) To effect and keep in force throughout the term a public risk policy of insurance in an amount of not less than \$20,000,000 for any one event or such greater amount as the Sublicensor may require and to produce to the Sublicensor on request a certificate of the currency of that policy.
- (c) Not to do or permit to be done anything whereby any policy of insurance in respect of the Premises may become void or voidable or by which the rate or premium on it may be increased and if any increased premium shall be payable by reason of any acts or defaults of the Sublicensee under this sub-clause then to immediately pay the amounts by which the premium shall be increased.
- (d) At the Sublicensee's own expense to make such amendments alterations and additions to the Premises as shall be required by any requisitions or requirements of the Insurance Council of Australia or other body or authority having power or control over electrical installations or fixtures or dealing with insurance matters if the amendments alterations and additions are required as a result of the Sublicensee's use of the Premises.

5.13 Indemnity

To indemnify the Sublicensor and keep the Sublicensor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatever which the Sublicensor may suffer or incur in connection with the loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Sublicensee of the Premises or any part or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Sublicensee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

5.14 Alterations & Improvements

Not without the prior written consent of the Sublicensor to erect or suffer to be erected any building or structure on the Premises nor to make or suffer to be made any alteration in or additions to any building or any other improvements to the Premises nor to remove any such improvements or to cut maim or injure or suffer to be cut maimed or injured any of the walls or timbers of the Premises.

5.15 Fixtures, Fittings

Not without the prior written consent of the Sublicensor to erect, install or place any fixtures or fittings in or upon the Premises.

5.16 Sale of Liquor

Not to sell or permit the sale of any spirituous or fermented liquors or alcohol on the Premises or any part of the Premises other than under a valid licence issued in accordance with the *Liquor Licensing Act*, and then only with the prior written consent of the Sublicensor.

5.17 Assignment or Subletting

Not to assign, sublet or part with the possession of the Premises or any part of the Premises without the prior consent in writing of the PTA, Sublicensor and the Minister for Lands and it is declared that Sections 80 and 82 of the *Property Law Act 1969* are expressly excluded.

5.18 Not used

5.19 Not used

5.20 Delivery Up of Possession

- (a) At the expiry or sooner determination of the Term peaceably and quietly to deliver up possession of the Premises and all furniture, fixtures and fittings belonging to the Premises in such good and tenantable repair, order and condition as shall be consistent with the covenants contained in this Sublicence.
- (b) Immediately upon the expiry or sooner determination of the term the Sublicensee shall remove any tenant's fixtures and fittings and shall make good any damage caused to the Premises in doing so.

5.21 Compliance with Water Rules and Regulations

To comply with all rules and regulations of the Water Corporation and the Department of Water relating to water restrictions including but not limited to the operation of reticulation and irrigation systems.

5.22 Dangerous Substances

Not to bring onto or keep on the Premises any article or thing of an inflammable, hazardous or dangerous nature without the prior written consent of the Sublicensor.

5.23 Dwelling

The Sublicensee shall not use or permit the use of the Premises as a dwelling or sleeping place.

6 SUBLICENSOR'S COVENANT – QUIET POSSESSION

The Sublicensor covenants with the Sublicensee that the Sublicensee paying the rental reserved by this Sublicence and observing and performing the covenants expressed and implied by this Sublicence and on the Sublicensee's part to be observed and performed shall during the Term and any extension of the Term quietly enjoy the use and occupation of the Premises without interruption by the Sublicensor or any person lawfully claiming through or under the Sublicensor.

7 MUTUAL AGREEMENTS

It is mutually agreed as follows:

7.1 Default by Sublicensee

If:

- (a) the Rent or other moneys payable by the Sublicensee under this Sublicence are not paid within 7 days after becoming due (whether formally demanded or not); or
- (b) the Sublicensee breaches any of the Sublicensee's Covenants and the breach continues for 14 days after notice has been served on the Sublicensee by the Sublicensor; or
- (c) the Sublicensee being a company goes into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or a receiver or manager is appointed; or
- (d) any mortgagee of the Sublicensee's property enters into possession of the Premises; or
- (e) any execution or process is made against the property of the Sublicensee; or
- (f) the Sublicensee being a natural person shall commit an act of bankruptcy; or
- (g) the Sublicensee abandons or vacates the Premises; or
- (h) the Sublicensee being an incorporated association:
 - (i) is wound up or resolves to be wound up voluntarily;
 - (ii) without the prior consent of the Sublicensor, changes its name, objects, rules or constitution;
 - (iii) is convicted of an offence under the *Associations Incorporations Act 1987*,

then and in any of such cases (but subject to the *Bankruptcy Act 1966*) the Sublicensor may at its option at any time after that event and without any notice or demand enter and repossess the Premises and as a result of that the Term and the estate and interest of the Sublicensee in the Premises will immediately determine but without prejudice to any other of the rights and remedies of the Sublicensor under this Sublicence and without releasing the Sublicensee from liability in respect of the Sublicensee's Covenants.

7.2 Destruction of Premises

- (a) Subject to clause 7.2(b), if the Premises or any part of the Premises shall be burned down, destroyed or damaged by fire so as to render the same unfit for the purpose permitted by this Sublicence then in such case (unless the insurance of the Premises shall have been forfeited or become null or void or the payment of any moneys payable under such insurance be refused or withheld through any act or default of the Sublicensee or its members, agents, servants, invitees or licensees) the Rent or a fair and just proportion of the Rent according to the nature and extent of the damage sustained shall cease to be payable until the Premises shall have been rebuilt and rendered fit for the purpose permitted by this Sublicence. In case of difference touching this paragraph such difference shall be referred to the award of a single arbitrator if the parties can agree upon one and otherwise to two arbitrators one to be appointed by the Sublicensor and the other by the Sublicensee and their umpire (to be appointed before proceeding with the arbitration) and in either case in accordance with the provisions of the *Commercial Arbitration Act 1985* or any modification or re-enactment thereof for the time being in force provided that in the event of such

difference no part of the Rent shall be allowed by the Sublicensor to the Sublicensee as aforesaid but the Sublicensee shall continue to pay the Rent in full until the date of the award of such arbitrator at which time the Sublicensor shall refund to the Sublicensee free of interest any Rent which according to such award shall have been overpaid. In any such arbitration each party shall be entitled to be represented by a duly qualified legal practitioner and this clause shall be deemed to be the agreement in writing referred to in Section 20 of the *Commercial Arbitration Act 1985* in respect of such representation.

- (b) If the Premises or any substantial part thereof be burnt down, destroyed or damaged so as to be wholly unfit for occupation or use this Sublicence may at the option of the Sublicensor (such option to be declared in writing within 28 days after such destruction) be determined the Sublicensee in that event paying the rental hereby reserved up to such determination and all moneys paid or payable under any policy of insurance effected in respect of the Premises shall belong to the Sublicensor absolutely.

7.3 Entry by Sublicensor

If the Sublicensee shall fail to duly and punctually observe or perform any of the Sublicensee's Covenants the Sublicensor shall be entitled to carry out the observance or performance of such covenant, condition or agreement and for such purpose the Sublicensor or the Sublicensor's agents workmen or architects may if necessary enter the Premises or any part of the Premises and the cost and expense incurred in such observance or performance together with interest thereon at the rate of 16% per annum shall be a debt due by the Sublicensee to the Sublicensor and shall be payable on demand and may be recovered by the Sublicensor in the same manner as if such debt were for rent due under this Sublicence in arrear by action in law and such cost expense and interest shall be a charge on the Term.

7.4 Holding Over

If the Sublicensee holds over the premises at the expiry of the term:

- (a) a tenancy from year to year shall not thereby be presumed but the tenancy shall in such event be and continue to be a tenancy from month to month;
- (b) subject to paragraph (c) of this paragraph, the tenancy shall be upon the terms and conditions contained in this Sublicence insofar as they are applicable and shall be determinable at the expiration of one month's notice by either party to the other at any time;
- (c) the Sublicensee shall pay to the Sublicensor by equal monthly instalments in advance at the times referred to in item 6 of the schedule a Rent being 110% of the Rent payable immediately prior to the expiry of the Term;
- (d) the Sublicensor may give to the Sublicensee notice in writing at any time specifying a Rent being an amount greater than the Rent referred to in paragraph (c) and the Sublicensee shall commence paying the Rent specified in the notice at the commencement of the month following the receipt of the notice.

7.5 Structural Alterations

Despite anything contained in clauses 5.4 (Cleaning), 5.9 (Compliance with Statutes and Licences) and 5.14 (Alterations and Improvements) of this Sublicence, the Sublicensee

shall not be liable to effect any structural alterations of the Premises unless the same shall be necessitated or occasioned by reason of any act or default of the Sublicensee.

7.6 Service of Notices

That all notices, consents and approvals or any demand to be given to or made upon the Sublicensee shall be in writing and may be signed by the Sublicensor or its solicitors or agents and all such notices or demands shall be considered as having been properly served upon the Sublicensee if delivered to the Sublicensee or posted to the Sublicensee by prepaid registered post addressed to the Premises or to the address of the Sublicensee and if served by post shall be conclusively deemed to be served upon and be received by the Sublicensee at the expiration of the next day following the day when the same shall be posted.

7.7 Headings

That the headings appearing in this Sublicence are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of the clauses of this Sublicence nor in any way affect this Sublicence.

8 ESSENTIAL TERMS

The covenants by the Sublicensee contained in this Sublicence to pay Rent and rates, taxes and insurance in respect of the Premises at the time and in the manner therein respectively prescribed and to only use the Premises for the Permitted Use are essential terms of this Sublicence and any breach of any of those covenants shall be regarded by the Sublicensor and the Sublicensee as a fundamental breach by the Sublicensee of this Sublicence. Should the Sublicensor determine this Sublicence following such a breach then (without prejudicing or limiting any other right or remedy of the Sublicensor arising from such breach or otherwise under this Sublicence) the Sublicensor shall be entitled to recover from the Sublicensee and the Sublicensee covenants to pay to the Sublicensor as and by way of liquidated damages for such breach the Rent, rates, taxes and insurance which would have been payable by the Sublicensee for the unexpired residue of the Term after making allowance for the Rent, rates, taxes and insurance which the Sublicensor by taking reasonable steps to relet the Premises obtains or could reasonably be expected to obtain by reletting the Premises for such unexpired residue of the Term on reasonable terms as to rent and otherwise provided that:

- (a) any such reletting shall not be required to be on like terms as are expressed and implied in this Sublicence;
- (b) the acceptance by the Sublicensor of arrears or any late payment of the rent, rates, taxes or insurance shall not constitute a waiver of the essentiality of the Sublicensee's obligations to make such payments;
- (c) the Sublicensor's entitlement to recover damages as aforesaid shall not be prejudiced or limited if:
 - (i) the Sublicensee abandons or vacates the Premises;
 - (ii) the Sublicensor elects to re-enter the Premises or to determine this Sublicence;
 - (iii) the Sublicensor accepts the Sublicensee's repudiation of this Sublicence;
or

- (iv) the parties' conduct constitutes a surrender by operation of law;
- (d) the Sublicensor shall be entitled to institute proceedings to recover damages either before or after any of the events or matters referred to in sub-paragraph (c);
- (e) any conduct by the Sublicensor to mitigate damages shall not of itself constitute acceptance of the Sublicensee's breach or repudiation or a surrender by operation of law; and
- (f) nothing expressed or implied in this Sublicence shall be construed to mean that no other covenant in this Sublicence on the part of the Sublicensee to be observed or performed may be an essential term.

9 ADDITIONAL TERMS

All (if any) the additional terms covenants and conditions contained in Head Licence are incorporated into and apply to this Sublicence.

10 RENEWAL OF TERM

If the Sublicensee desires to renew the Term and gives to the Sublicensor notice in writing not earlier than 6 calendar months but not later than 3 calendar months prior to the expiration of the Term and if at the time of giving that notice and at the expiration of the Term there is no outstanding breach or non-observance of any of the Sublicensee's Covenants and if in the meantime the Sublicensor's right of re-entry has not otherwise arisen then the Sublicensor must at the cost of the Sublicensee grant to the Sublicensee a renewal of the Term for the further period specified in the Schedule and otherwise on the same terms and conditions contained in this Sublicence (other than this right of renewal).

11 GST

11.1 Interpretation

In this clause:

- (a) GST, supply, taxable supply and tax invoice have the same meaning as in A New Tax System (Goods and Services Tax) Act 1999; and
- (b) a reference to payment being made or received includes a reference to consideration other than money being given or received.

11.2 Sublicensee 's obligations

The Sublicensee must:

- (a) pay to the Sublicensor, on each date the Sublicensee must make payment for a taxable supply under this Sublicence, an additional amount equal to the GST payable on the taxable supply or component of the supply for which that payment is made; and
- (b) ensure that any policy of insurance the Sublicensee must take out under this Sublicence provides for the insurer to pay, in addition to any amount paid on a claim, an amount on account of any GST payable by the insured on receipt of that payment.

11.3 Tax invoice

The Sublicensor must give the Sublicensee a tax invoice for supplies under this Sublicence within the period required by law.

SIGNING PAGE

EXECUTED as a deed.

The common seal of Shire of Wyalkatchem was hereunto affixed by authority of a resolution of the Shire in the presence of

President ←

Chief Executive Officer ←

Executed by Wyalkatchem Community Resource Centre Inc. by authority of a resolution of the Board in the presence of:

Signature of Chairperson ←

Signature of Board Member ←

(Please delete as applicable)

Name of Chairperson (print)

Name of Board Member

Consent of Head Licensor

The Head Licensor consents to this Sublicence subject to the following conditions.

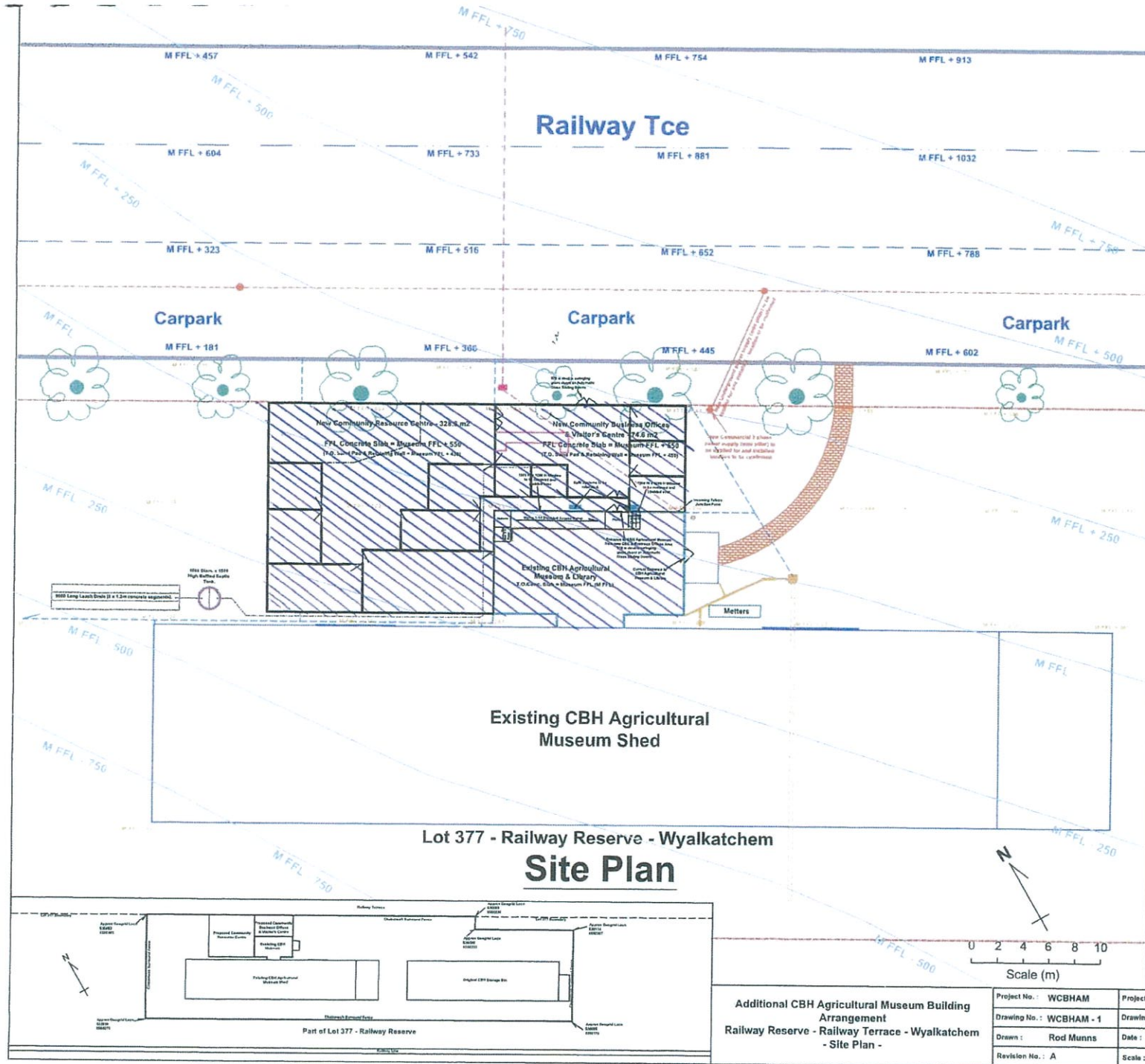
1. This consent is limited to this Sublicence only and does not apply to any variations to the Sublicence. Any variations to this Sublicence will require the consent of Head Licensor.
2. This consent does not affect the obligations of the Sublicensor as licensee under the Head Licence and the Sublicensor remains solely liable to the Head Licensor for compliance with the Sublicensor obligations under the Head Licence.
3. The Sublicensee must obtain the consent or approval of Head Licensor in addition to the consent or approval of the Sublicensor in every case where the consent or approval of the Sublicensor is required under this Sublicence.
4. The Head Licensor is in no way is bound to perform and incurs no liability in respect of the covenants, conditions and provisions of this Sublicence to be performed and observed by the Sublicensor.

Dated 2023

Signed for and on behalf of the)
PUBLIC TRANSPORT AUTHORITY)
OF WESTERN AUSTRALIA by)
)
an officer of the Authority duly authorised by)
the Authority pursuant to section 51(5) of)
the Public Transport Authority Act 2003 for that)
purpose in the presence of:) Signature of Duly Authorised Officer

.....
Witness (signature) Name (Please Print)
.....
Name (please print) Position held

.....
.....
Address
.....
Occupation

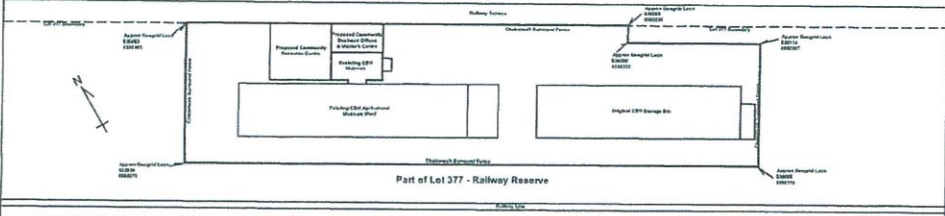
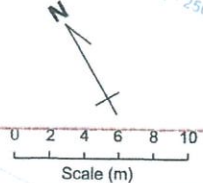


- LEGEND**
- Cadastral Boundary
 - 250mm Contour Level
 - Minimum Setback Alignment
- Existing Infrastructure**
- 2m wide concrete DUP
 - Kerbing
 - Centreline of Adjacent Sealed Street
 - Seal Edge of Adjacent Sealed Street
 - U/G Copper Telecommunications Line
 - Telecommunications Post
 - Overhead Power Pole
 - Overhead Power Line
 - U/G Water Main
 - Water Meter
 - S/Water Drainage Pipe / Culvert
 - 🌸 Native Gum Tree
 - 1.8m high post and chainmesh fence
- New Infrastructure**
- New Stormwater Pipeline
 - ⊕ New Concrete Septic / Leach Tank
 - New Sewer Pipeline Alignment
 - New Power Dome
 - New Power Meter Board / Cable Alignment
 - New Telecommunications Cable Alignment
 - New Water Pipeline Alignment

Existing CBH Agricultural Museum Shed

Lot 377 - Railway Reserve - Wyalkatchem

Site Plan



Additional CBH Agricultural Museum Building Arrangement
Railway Reserve - Railway Terrace - Wyalkatchem
- Site Plan -

Project No. : WCBHAM	Project Location : Railway Terrace - Wyalkatchem
Drawing No. : WCBHAM - 1	Drawing Title : Site Plan
Drawn : Rod Munns	Date : 4th August 2012
Revision No. : A	Scale : 1 : 100 (U.O.N.) Original Sheet Size : A2



Public Transport Authority	
WYALKATCHEM	
Lease of Corridor Land to Shire of Wyalkatchem	
Infrastructure Planning and Land Services	Scale NTS Date: 5/11/14 Drawn: LD Plan No. 3700-6



Agreement for Provision of Services

Wyalkatchem Community Resource Centre Inc.

and

Shire of Wyalkatchem



Mcleods
Barristers & Solicitors
Stirling Law Chambers | 220-222 Stirling Highway CLAREMONT WA 6010
Tel: (08) 9383 3133 Fax: (08) 9383 4935
Email: mcleods@mcleods.com.au Ref: DFN:WYAL-32371

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Draft

Details

Parties

Shire of Wyalkatchem

of PO Box 224, Wyalkatchem, Western Australia
(Shire)

Wyalkatchem Community Resource Centre Inc.

of PO Box 156, Wyalkatchem, Western Australia
(Contractor)

Background

- A. The Public Transport Authority of Western Australia (**PTA**) is vested with care, control and management of the land described in **Item 1(a)** of Schedule 1 (**Land**).
- B. The PTA licensed the Land to the Shire pursuant to a licence commencing on 1 February 2016 for a term of 10 years (**Head Licence**).
- C. The Shire has granted a sub-licence of that portion of the Land described in **Item 1(b)** of Schedule 1 (**Premises**) to the Contractor for a term of 3 years and 8 months, commencing on 30 May 2022 (**Sub-Licence**).
- D. The Shire intends to permit the Contractor to use the Shire owned community resource centre facility (**CRC Facility**) located on the Premises, for the delivery of a range of community purposes pursuant to the Sub-Licence, including the delivery of certain agreed services by the Contractor on behalf of the Shire.
- E. The Contractor has agreed to carry out the services described in **Item 5** of Schedule 1 (**Agreed Services**) from the CRC Facility in exchange for the Shire paying the annual contract fee described in **Item 4** of Schedule 1 (**Contract Price**).
- F. The parties have entered into this contract to give effect to their agreement (**Contract**).

Agreed Terms

The Contractor and the Shire hereby AGREE AND COVENANT as follows:

1. Term

The Contract shall run for the term identified in **Item 2** of Schedule 1 (**Term**) commencing on the date identified in Item 3 of Schedule 1 (**Commencement Date**).

2. Provision of services

The Contractor shall perform the Agreed Services in the **manner** specified in this Contract to the Shire's reasonable satisfaction, and the Shire shall pay the Contractor the Contract Price by equal monthly instalments in advance.

3. Library

The Contractor shall, to the Shire's reasonable satisfaction and for the duration of the Term, provide the following library services:

- (a) create and maintain records, details and information for library members on Library Management System;
- (b) record the issue and return of loaned items through Library Management System;
- (c) carry out inspection of returned items for damage;
- (d) regularly return items to shelves in correct order, having due regard to sorting standards such as the Dewey Decimal System;
- (e) arrange and administer inter-library loans through a Virtual Document Exchange System (VDX) and ensure compliance with all relevant loan terms;
- (f) undertake annually, or at such other frequency or times required by the State Library of WA, a stocktake and provide results to the Principal;
- (g) register of donated items through Library Management System;
- (h) report damaged items as required, inclusive of details of the cause and extent of damage and identity of the person responsible for damage;
- (i) provide a "Better Beginnings Family Literacy Program";
- (j) carry out any other function as is required by the State Library of WA;
- (k) carry out any other functions consistent with these services;
- (l) provide a quarterly report on or before the 7th of January, April, July and October of the following statistics for the previous quarter-
 - (i) Number of current members
 - (ii) Number of library users in the last 3 months

- (iii) Number of items on loan from the library
 - (iv) List of overdue items and lost/ stolen items
- (m) check library system for overdue items on a monthly basis and issue letters to library members who have overdue items.

4. Visitor information.

The Contractor shall, to the Shire's reasonable satisfaction and for the duration of the Term, provide services in relation to visitor information services:

- (a) Supply and maintain a notice board within the Premises, capable of displaying public notices and any notices, information and documents that the Shire requires the Contractor to display;
- (b) provide information services at the Premises for visitors and tourists for the purpose of promoting the Shire of Wyalkatchem and its surrounding regions;
- (c) source, locate and procure visitor and tourist information publications and products that inform visitors of local events and tourist features;
- (d) take measures to integrate with other tourism networks, agencies and entities within the Shire and its surrounding regions to encourage tourism cross-promotion between Shire and other regions;
- (e) at the Shire's request, carry out any other functions reasonably consistent with these services and;
- (f) report quarterly to the Shire, by email, on the number of patrons and the service provided to those who have visited the CRC Facility to obtain Visitors Centre services.

5. Supplementary services

- 5.1** The Contractor shall, upon being requested by the Shire to do so, provide any additional or Supplementary Services which are consistent with or reasonably incidental or ancillary to the services, but are not otherwise specified in this Contract.

The Supplementary Services shall be:

- (a) performed by the Contractor in accordance with the requirements nominated by the Shire from time to time and to the Shire's reasonable satisfaction;
- (b) deemed to form part of the Services for the purposes of this Contract; and
- (c) the Shire shall have unfettered access to the CRC Facility's conference room for up to 4 hours per week.

6. General obligations

- 7.1 The Contractor, in providing the Services, shall comply with all relevant statutory requirements.
- 7.2 The Contractor shall ensure at all times all work is carried out under the supervision of properly trained and experienced supervisors and that at all times the Contractor has effective control of all its employees, servants, agents and subcontractors. The Contractor shall retain all responsibility for the safety and security of all its employees, servants, agents and subcontractors during the Term.
- 7.3 The Contractor shall make good any damage caused by the Contractor or any of its employees, servants, agents or subcontractors to property of the Shire or property of any other

person or persons within the CRC Facility.

7.4 The Contractor shall promptly comply with and carry out the reasonable demands, orders and directives given by the Shire or its officers in relation to the Services.

7.5 The Contractor shall promptly report to the Shire:

- a. any breach of any written law which comes to the notice of the Contractor and render reasonable assistance to the Shire in any subsequent prosecution or legal proceeding; and
- b. any obstacle or difficulty which interferes with the proper performance of the Contract or delivery of the Agreed Services by the Contractor.

7.6 The Contractor shall take all reasonable precautions in the performance of the Services to protect the health and safety of its employees and members of the public. The Contractor shall comply with all national, state and local health, safety, and fire protection laws and regulations.

7.7 In the event the Contractor fails to comply with the regulations or reasonable requirements of the Shire, the Shire may, without prejudice to any other statutory, legal or contractual right of the Shire, issue an order stopping all or any part of the Services.

7. Insurance

8.1 The Contractor shall take out and keep in force with a reputable insurance company, at its own expense, public liability insurance of an amount not less than TWENTY MILLION DOLLARS (\$20,000,000) for personal injury or property damage arising from or occurring as a result of the Services performed under this Contract.

8.2 The Contractor shall produce all insurance policies required under the provisions of the Contract, together with the certificates of currency to the Shire upon request and advise the Shire of each renewal of each insurance policy.

8. Default

If the Contractor:

- (a) fails or neglects to comply with any provision of the Contract;
- (b) in the reasonable opinion of the Shire is dilatory or tardy in the performance of the Services; or
- (c) fails or neglects to comply with any direction given by the Shire pursuant to the provisions of the Contract;

the Shire may employ or engage the necessary labour and hire the necessary equipment to remedy the defect and recover all costs and expenses of doing so (including the Shire's administrative costs) from the Contractor or deduct those costs and expenses from any moneys due or which becomes due to the Contractor.

9. Termination of contract

If the Contractor:

- (a) is unable to pay its debts or is wound up in accordance with section 30 or section 31 of the *Associations Incorporation Act 1987*;

- (b) has a receiver, receiver and manager, or administrator appointed in respect of it or any of its assets;
- (c) defaults in the due and punctual performance or observance of any of the terms of the Contract; or
- (d) in the reasonable opinion of the Shire has not performed the Contractor's obligations under the Contract in a satisfactory manner,

the Shire may:

- (e) without terminating the Contract, remove from the Contractor the responsibility either wholly or partially, for providing and performing the Services for the unexpired balance of the Term or any other period the Shire thinks fit and may:
 - (i) withhold and remove any or all authorisations, information, records and documents provided by the Shire pursuant to this Contract;
 - (ii) employ or engage any necessary labour or assistance; or
 - (iii) do any act, matter or thing necessary to remedy the acts of default, and recover from the Contractor all costs and expenses incurred by it; or
- (f) without prejudice to any right of action in respect of any antecedent liability of the Contractor, by 7 days written notice to the Contractor determine the Contract and in that event the Contractor is not entitled to compensation.

10. Assignment and sub-contracting

The Contractor shall not assign or sub-contract the works or services without the prior written approval of the Shire, which may be withheld in its absolute discretion.

11. Shire's obligations

The Shire shall, at its cost, provide the Contractor with such, authorisations, information, guidance, records and documents as are reasonably necessary to enable the Contractor to carry out the Services.

12. Costs

The Shire shall pay the costs of and incidental to the preparation and execution of the Contract.

13. Service of notices

14.1 Any notice to be given by the Contractor to the Shire may be served by post addressed to the Shire, or delivered personally to the Shire, at the address identified in this Contract, or such other address for service notified by the Shire to the Contractor in writing from time to time.

14.2 Any notice to be given by the Shire to the Contractor may be served by email or post addressed to the Contractor, or delivered personally to the Contractor, at the address identified in this Contract, or such other address for service notified by the Contractor to the Shire in writing from time to time.

14. Employment costs and outgoings

15.1 The Contractor shall be responsible for employing such staff or personnel as are necessary to perform the Services to the standard required by this Contract and shall be responsible for any

costs, wages, salaries or other amounts incurred in relation to the employment of those staff.

15.2 The Contractor shall, unless this Contract expressly provides otherwise, be responsible for paying all outgoings, disbursements and utilities arising from the provision of the Services, which outgoings include but are not limited to:

- i. telephone connection, usage and service fees;
- ii. electricity connection, usage and service fees;
- iii. water connection, usage and service fees;
- iv. cleaning of the Premises;
- v. stationary costs; and
- vi. any other costs payable by the Contractor in relation to the Premises pursuant to the Contractor's sublicense of the Premises.

15. Indemnity

The Contractor agrees to indemnify and keep indemnified the Shire and all officers, employees and agents of the Shire:

- (a) from and against the destruction of or damage to any property of the Shire or any person; and
- (b) from and against all actions, claims, costs and demands in respect of loss or damage to property or death or injury of any nature and however and wherever sustained,

caused by or arising out of or in relation to or incidental to:

- (c) the delivery of the Agreed Services by the Contractor or any agent, employee or sub-licensee of the Contractor; or
- (d) resulting from an act or omission of the Contractor or any agent, employee or sub-licensee of the Contractor,

save that the Contractor shall not be responsible for any loss or damage which is caused by the negligence of the Shire.

16. Confidentiality

The Contractor shall take all reasonable measures and precautions to ensure that:

- (a) any information used, received or obtained by the Contractor and its agents and employees in carrying out the Services (Confidential Information) remains confidential at all times and is not disclosed or disseminated or made available for disclosure or dissemination by any means, whether directly or indirectly, to any other person or entity without the express permission or authorisation of the Shire; and
- (b) in the event that the Contractor becomes aware of any Confidential Information being disclosed or disseminated otherwise than in accordance with **clause 16(a)**, the Contractor shall notify the Shire of that occurrence as soon as possible thereafter and take such action as the Shire may require to rectify the unauthorised disclosure of the Confidential Information.

17. Liability for loss

The Contractor shall be liable for any loss incurred by the Shire arising from the Contractor's failure to perform the Agreed Services in accordance with this Contract.

18. Relationship

- 19.1 Nothing in the Contract shall be deemed to constitute a relationship between the Shire and the Contractor, or any employee of the Contractor, other than the relationship of principal and independent contractor.
- 19.2 Without limiting the generality of **clause 14.1**, the Contract shall not be construed as creating between the Shire and the Contractor, or between the Shire and any employee of the Contractor, a relationship of:
 - (a) partnership;
 - (b) master and servant;
 - (c) principal and agent; or

(d) employment or trust.

19.3 The Contractor must not hold itself, or its employees or agents, out to be employees or agents of the Shire, and the Contractor indemnifies the Shire, and must keep the Shire indemnified against any Claim incurred as a result of it doing so.

19.4 For the purposes of clause 14.1, the provisions of Part 1F of the Civil Liability Act 2002 are excluded.

19. GST

In this clause

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) (GST Act) and any associated legislation including without limitation delegated legislation.

GST, Registered, supply, and any other expression used that is defined in the GST Law has the same meaning as given to it in the GST Law.

20.1 Unless specifically described in the Contract as 'GST-inclusive', any consideration to be paid or provided for a supply made under or in connection with the Contract does not include an amount on account of GST and is 'GST-exclusive'.

20.2 Where, under the GST Law, any supply to be made by a party (Supplier) to another party (Recipient) under or in connection with the Contract is subject to GST (other than a supply the consideration for which is specifically described in the Contract as GST-inclusive), then -

- (a) the consideration payable or to be provided for that supply under the Contract will be increased by, and the Recipient will pay to the Supplier, an amount equal to the GST calculated according to the GST Law;
- (b) the Recipient shall pay that additional GST amount at the same time and in the same manner as the GST-exclusive consideration is paid or provided; and
- (c) a reference to the consideration payable for a supply includes the value of any non-monetary consideration for the provision.

20.3 If the Supplier is Registered or required to be Registered, the Supplier must provide a GST compliant tax invoice in connection with any supply made by it under the Contract, failing which the Recipient will not be obliged to make any payment for that supply until the invoice is provided.

20. Entire agreement - no warranty

- 21.1 The Contractor acknowledges that it has entered into the Contract in full reliance on his or her own enquiries, investigations, examinations and advice and not in reliance on or as a result of any statement, claim, representation or warranty (expressed or implied) made or given by the Shire or any employee, agent or other person on behalf of the Shire in respect of any matter whatsoever affecting the Contract.
- 21.2 The parties agree that the Contract constitutes the whole and entire agreement between them and supersedes all previous negotiations and agreements written or oral.

21. Force Majeure Event

- 22.1 For the purposes of this **clause 22**, a "Force Majeure Event" means any occurrence or omission as a direct or indirect result of which the party relying on it is prevented from, or delayed in, performing any of its obligations (other than a payment obligation) under this Contract and that is beyond the reasonable control of that party, including an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster, industrial action or labour disturbance or restraint, currency restriction, embargo, action or inaction by a governmental agency, (but not those of the Shire's under this Contract) a failure of a supplier, public utility or common carrier, unavailability or delays in the supply of materials, reasonable failure to secure contractors, delays of contractors or inclement weather.
- 22.2 If a party becomes unable wholly or in part by a Force Majeure Event to carry out any of its duties or obligations under this Contract -
- (a) that party must give to the other party prompt notice of -
 - (i) detailed particulars of the Force Majeure Event;
 - (ii) so far as is known, the probable extent to which the party will be unable to perform or will be delayed in performing the duty or obligation; and
 - (b) the relevant duty or obligation, so far as it is affected by the Force Majeure Event, will be suspended during the continuance of the Force Majeure Event; and
 - (c) the party must use all reasonable efforts to overcome or remove the Force Majeure Event as quickly as possible.
- 22.3 Under clause within the CRC Facility 21.2 the affected party is not required to settle any labour or other dispute on terms contrary to its wishes or to contest the validity or enforceability of any law, regulation or decree by way of legal proceedings.

22. Additional terms and conditions

Each of the terms and conditions specified in Item 6 of the Schedule are part of this Contract and are binding on the parties as if incorporated into the body of this Contract.

23. Severability

If any provision of this Contract is void or unenforceable, that provision is void and unenforceable only to the extent of that voidness or unenforceability, without invalidating the remaining provisions which will remain in full force and effect.

24. Amendments

This Contract can be modified, amended or varied only by a document in writing signed by or on behalf of each of the parties.

25. Waiver

A waiver of a breach of any term or condition of this Contract is not to operate as a waiver of any breach of the same or any other term or condition of this Contract.

26. Laws of Western Australia apply

This Agreement is to be construed and interpreted in accordance with the laws of the State of Western Australia and the parties agree to submit to the jurisdiction of the courts of that State and of courts competent to hear appeals from those courts.

27. Interpretation

In this Contract, unless expressed to the contrary:

- (a) Words using:
 - (i) the singular includes the plural;
 - (ii) the plural includes the singular; and
 - (iii) any gender includes each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person.
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements of any of them from time to time in force;
- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Contract or provisions or terms of this Contract or any other deed, agreement, instrument or contract include a reference to:

- (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes email;
- (j) Anything (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of a party not to do or omit to do any act or thing include:
- (i) an agreement not to permit that act or thing to be done or omitted to be done by a person authorised by that party; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Contract.

Schedule 1

Item 1: Land and premises

(a) Land

The land described as the "Licensed Area" in the Head Licence being:

All that rail reserve at Wyalkatchem highlighted in blue on the copy of Plan 3700-6 attached to the Head Licence totaling approximately 3.28ha.

(b) Premises

That portion of the Land described as the "Premises" in the Sub-Licence being:

That portion of the Building (on the Land) shown hachured on the plan annexed to the Sub-Licence as Annexure A and comprising an approximate area of 400m²

Item 2: Term

3 years and 8 months

Item 3: Commencement date

30 May 2022

Item 4: Contract price

\$29,570 (inc GST)

Item 5: Services

The Contractor shall provide the following Services, in accordance with the terms and conditions of this Contract:

- (a) the library services identified in **clause 3** of this Contract;
- (b) the visitor information services identified in **clause 4** of this Contract; and
- (c) the supplementary services identified **in clause 5** of this Contract.

Item 6: Additional terms and conditions

(1) Payment by Shire into building reserve fund

The amount the Shire budgets for maintenance will be determined annually by reference to an asset management plan for the CRC Facility. The amount budgeted will vary from year to year, at the Shire's discretion and according to need and priority.

(2) Driver and vehicle licensing services

The Contractor agrees to use its best endeavours to retain an agreement with the Department of Transport (**Department**) to authorise the Contractor to provide driver and vehicle licensing services on behalf of the Department from the CRC Facility. For any portion of the Term in which the Contractor does not provide driver and vehicle licensing services on behalf of the Department from the CRC Facility, the Contract Price shall be reduced by an amount of five thousand dollars per annum (\$5,000), calculated on a pro-rata basis where such services are only provided for portion of a year during the Term.

(3) Review of Services and Contract Price

The Shire, acting in good faith, will conduct a review of the scope of the Services to be provided on its behalf by the Contractor, the performance of the Contractor and the amount of the Contract Price every 2 years during the Term (Review).

Signing Page

EXECUTED by the parties as a Deed on:
The **COMMON SEAL** of the **SHIRE OF WYALKATCHEM** was hereunto affixed by authority of a resolution of the Shire in the presence of:

Chief Executive Officer

(Print full name)

Shire President

(Print full name)

Shire President _____ Print full name)

The **COMMON SEAL of WYALKATCHEM COMMUNITY RESOURCE CENTRE INC.** ("Contractor") was hereunto affixed pursuant to the constitution of the Association in the presence of each of the undersigned each of who hereby declares by the execution of this document that he or she holds the office in the Association indicated under his or her name:

Signed _____

(Print full name)

Title:





Proposed Amendments to the CEACA Constitution Explanatory Memorandum

In order to amend CEACA's constitution a Special Resolution (75%) of members at a General Meeting is required pursuant to Rule 19.1(b)(ii) and Rule 24.2(a).

There are currently nine (9) General Members of CEACA with full voting rights. A Special Resolution of CEACA members requires the approval of at least seven (7) members.

The Special Resolution to be put to Members at a meeting of members to be held on 19 February 2024 is:

“To approve the proposed changes to the CEACA Constitution, as shown in the marked-up version of the CEACA Constitution (Attachment 2)”.

CEACA's solicitors, Jackson McDonald, has reviewed and assisted with the drafting of the proposed changes in light of the intentions of CEACA, as discussed and agreed at Management Committee meetings throughout 2023.

Changes arising from Management Committee meeting on 6 November 2023:

- Rule 9.2(a) – remove reference to Rule 30.1(a) as that rule no longer applies due to the activation of Rule 30.2. Rule 30.2 says that Rule 30 no longer applies after expiry of Reserve Power period (3 years from adoption of that version of the Constitution, which was prior to 2020). Rule 30 is retained for historical reference purposes. Rule 30.2 makes it clear that Rule 30 no longer applies.
- Rule 9.2(f) – remove the word “immediately” because the future membership fee amounts may be unknown at the time a Member ceases to be a member, and therefore the fee can't be determined immediately.

- Management Committee (“MC”) to be able to set a maximum fee per annum for the 3-year period. Incorporated this into Rule 9.2(a).
- Rule 12.5 (e) - Maximum term – refers to succession planning as determined by the MC (to try to ensure don’t lose excessive MC members at the same time). Maximum terms of MC are required for the application to be a registered Community Housing Provider (CHP).

Changes arising prior to the MC meeting on 6 November 2023:

The following proposed changes (1 to 11) to the Constitution were approved by the CEACA Management Committee on 29 May 2023.

These changes (1 to 11) were proposed after consultation with CEACA’s solicitors, Jackson McDonald.

The proposed changes are as follows:

1. Vision of the Association (Paragraph 1.2)
 “ageing population” changed to “current and future population”.
 This change reflects the broader view of CEACA in relation to the needs of the Wheatbelt communities.
2. Objects and Purpose of Association (Paragraph 1.3)
 “aged” changed to “people in need including disadvantaged, aged and individuals with disabilities”.
 This change reflects the broader view of CEACA in relation to the needs of the Wheatbelt communities.
3. Definitions (Paragraph 2.1)
 Various changes to bring the Constitution in line with the current standard clauses of charitable entities in respect of ACNC and Taxation related matters.
4. Applying for Membership (Paragraph 5.4)
 Applicants for membership must apply for a 3-year term.
5. Becoming a Member (Paragraph 5.6)
 “and terms of Membership” added to the paragraph heading.
 Membership terms to be 3-year terms.

6. Resigning as a Member (Paragraph 7.2)
A Member which resigns is liable to pay the remaining Membership fees, if any, related to a 3-year term.
7. Annual Membership Levy (Paragraph 9.2)
Annual membership levy to be paid annually or as otherwise determined by the Management Committee.
A Member which resigns before the end of the 3-year term will be liable to pay the remaining Membership fees, if any, related to the 3-year term.
8. Secretary and Treasurer (Paragraphs 11.5 and 11.6)
With the approval of the Management Committee, the Secretary and Treasurer may delegate their duties to the Executive Officer of the Association.
9. Special Resolutions (Paragraph 19.1)
Add; “sell transfer or otherwise dispose of any land owned by the Association” to the list of items requiring a special resolution (at least 75% approval of Members).
10. Cancellation and Distribution of Surplus Property (Paragraph 29)
Changes to the wording to comply with the current requirements of ACNC and ATO, as identified by CEACA’s solicitors, Jackson McDonald.
11. Generally
Proposed wording changes where appropriate to comply with the current requirements of ACNC and ATO, as identified by CEACA’s solicitors, Jackson McDonald.

Changes identified during 2023 as a requirement for a successful application to become a Community Housing Provider (CHP):

12. Definition of “Community Housing Assets”, “Community Housing Provider” and “Registered” included in the list of definitions.

13. Provision for Community Housing Assets on a wind-up of CEACA to be transferred to the Housing Authority or to another CHP in Western Australia (Definitions in conjunction with Paragraph 29).
14. The Management Committee to meet at least six times per year (currently four times per year) (Paragraph 14.1).
15. A maximum term of nine (9) years for Management Committee Members from the date of the 2023 AGM, to mandate new members to the Management Committee after a reasonable amount of time (Paragraph 12.5).
16. Details of the Management Committee's role in relation to oversight of the organisation and its operations (Paragraph 11.2(i)).

Richard Marshall

Executive Officer

22 January 2024

**CENTRAL EAST
ACCOMMODATION & CARE
ALLIANCE INC**

CONSTITUTION



Level 8, AMP Building
140 St Georges Terrace
Perth WA 6000

GPO Box L890
Perth WA 6842
DX 110 Perth

T 08 9321 3755
F 08 9321 3465
E info@kottgunn.com.au

kottgunn.com.au
advoc

**> WHEN THERE'S
BUSINESS AT STAKE**
WE'RE YOUR LEGAL PARTNERS

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Ref: 201728: CEACA Constitution (as amended December 2020): 3334152_1

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1. PRELIMINARY

1.1 Name of Association

The name of the Association shall be "Central East Accommodation & Care Alliance Inc".

1.2 Vision of the Association

The Association and its constituent members recognise the need for affordable, suitable and sustainable housing that meets the needs of ~~the current and future an ageing~~ population in the Region. The Association will implement agreed strategies and secure funding from sources including State and Commonwealth governments, the private sector and not for profit organisations to facilitate the achievement of the Associations objects and purposes including providing for construction, management and maintenance of housing in the Region.

1.3 Objects and Purposes of Association

The objects and purposes of the Association are:

- (a) advancing the social or public welfare of ~~people in need including disadvantaged, the aged and or~~ individuals with disabilities in the Region;
- (b) relieving the poverty, distress or disadvantage of ~~people in need including disadvantaged, the aged and or~~ individuals with disabilities in the Region;
- (c) caring for and supporting ~~people in need including disadvantaged, the aged and or~~ individuals with disabilities in the Region;
- (d) providing and managing affordable housing, accommodation and services for ~~people in need including disadvantaged, the aged and or~~ individuals with disabilities in the Region;
- (e) seeking funds and assistance from various sources to achieve the provision and management of affordable housing, accommodation and services for ~~people in need including disadvantaged, the aged and or~~ individuals with disabilities in the Region;
- (f) developing new and innovative ways of delivering affordable housing, accommodation and services for ~~people in need including disadvantaged, the aged and or~~ individuals with disabilities in the Region;
- (g) raising and promoting government and community awareness of the needs of ~~people in need including disadvantaged, the aged and or~~ individuals with disabilities in the Region for affordable housing, accommodation and services;
- (h) working with government and the community to develop policies and programmes to increase the availability of affordable housing, accommodation and services for ~~people in need including disadvantaged, the aged and or~~ individuals with disabilities in the Region;
- (i) acting in a manner consistent with that of a Registered Charity; and
- (j) purposes that are incidental or ancillary to, and in furtherance or in aid of, the foregoing objects and purposes.

1.4 Quorum for Management Committee Meeting

Fifty (50%) percent of the Management Committee Members plus one constitute a quorum for the conduct of the business at a Management Committee Meeting.

1.5 Quorum for General Meetings

Fifty (50%) percent of the total number of Members plus one (being a natural person or a person appointed under Rule 6.3(a)) present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote under these Rules at a General Meeting will constitute a quorum for the conduct of business at a General Meeting.

2. INTERPRETATION

2.1 Definitions

In these Rules, unless the contrary intention appears:

ACNC Act means the *Australian Charities and Not-for-profits Commission Act 2012 (Cth)*;

ACNC Commissioner means the *Commissioner of the Australian Charities and Not-for-profits Commission for the purposes of the ACNC Act*;

Act means the Associations Incorporation Act 2015 (WA);

Annual General Meeting means the annual general meeting convened under Rule 23.1;

Associate Member means a person, local government, body corporate, or incorporated association that:

- (a) satisfies the requirements of Rule 5.3(a); and
- (b) whose application for membership is accepted by the Management Committee under Rule 5.5; and
- (c) have complied with Rule 5.6;

Association means Central East Aged Care Alliance Inc;

Books of the Association has the meaning given to it in section 3 of the Act, and includes the following —

- (a) a Register;
- (b) Financial Records, Financial Statements and Financial Reports, however compiled, recorded or stored;
- (c) a document;
- (d) any other record of information;

By-laws means by-laws made by the Association under Rule 25;

Code of Conduct means the Code of Conduct of the Association (if any) which may be amended or added to from time to time by the Management Committee as it deems appropriate;

Commissioner means the person designated as the Commissioner from time to time under the Act;

Commissioner of Taxation means the Commissioner of Taxation, a Second Commissioner of Taxation or a Deputy Commissioner of Taxation for the purposes of the ITAA97;

Community Housing Assets means as defined within the Community Housing Regulatory Framework ("Framework") as:

- (a) land and/or premises transferred to the CHP by the Housing Authority, but does not include land or land and premises that the Housing Authority sells at market value to the CHP;
- (b) land and/or premises acquired by the CHP wholly or partly with funding provided by the Housing Authority, including but ~~not~~ limited to where such funding is comprised of:
 - (i) funding provided directly by the Housing Authority;
 - (ii) GST input tax credits claimed by the CHP in connection with any supplies which are funded wholly or partly by the Housing Authority;
- (c) a legal interest in land and/or premises acquired by the CHP wholly or partly with funding provided or where the acquisition is facilitated by the Housing Authority;
- (d) land and/or premises acquired by the CHP wholly or in part with borrowings leveraged off or cash flow generated from any assets in the CHP's portfolio in which the Housing Authority has or had an interest;
- (e) land and/or premises where the Housing Authority is identified as having an interest in any legal agreement;
- (f) land and/or premises procured with the proceeds of sale of land and /or premises in which the Housing Authority has previously had an interest; and
- ~~(g) housing constructed by the Housing Authority or improvements made on land and/or premises by the Housing Authority;~~

Community Housing Provider (CHP) ~~is means as~~ defined within the Framework as an organisation that provides community housing;

Contribution means:

- ~~(a) a contribution of money or property as described in item 7 of the table contained in section 30-15 of the ITAA97 in relation to a fundraising event; or~~
- ~~(b) a contribution of money as described in item 8 of the table contained in section 30-15 of the ITAA97 in relation to a successful bidder at an auction that was a fundraising event.~~

~~held for the Objects;~~

Deductible Gift Recipient means an institution, fund, authority or any other entity that is endorsed as a deductible gift recipient by the Commissioner of Taxation under Division 30 of the ITAA97 or is a specific listed deductible gift recipient under Division 30 of the ITAA97;

Financial Records has the meaning given to it in section 62 of the Act and includes:

- ~~(g)(c) invoices, receipts, orders for the payment of money, bills of exchange, cheques, promissory notes and vouchers;~~
- ~~(h)(d) documents of prime entry; and~~

(f)(e) working papers and other documents needed to explain:

- (i) the methods by which financial statements are prepared; and
- (ii) adjustments to be made in preparing financial statements;

Financial Report has the meaning given to it in sections 62 and 63 of the Act;

Financial Statements has the meaning given to it in section 62 of the Act;

Financial Year has the meaning given to it in Rule 22;

Foundation General Members of the Association are the Members listed in Rule 5.2(a);

General Meeting means an Annual General Meeting or a Special General Meeting of the Association;

General Member means a person, local government, body corporate or incorporated association that:

- (a) satisfies the requirements of Rule 5.2(b); and
- (b) whose application for membership is accepted by the Management Committee under Rule 5.5; and
- (c) have complied with Rule 5.6;

ITAA97 means the *Income Tax Assessment Act 1997 (Cth)*;

Management Committee means the committee of management required by the Act which is the body responsible for the management of the affairs of the Association;

Management Committee Meeting means a meeting referred to in Rule 14.1;

Management Committee Member means a member of the Management Committee elected or appointed under Rule 12;

Member means a person, local government, body corporate or incorporated association that becomes a member of the Association under these Rules;

Objects means the objects referred to in Rule 1.3;

Office Holder has the meaning given to it at Rule 10.2(c);

Ordinary Resolution means a resolution to decide a question, matter or resolution at a General Meeting that is not a Special Resolution;

Poll means voting conducted in written form which may include, but is not limited to a secret ballot (as opposed to general agreement or a show of hands);

Region means the aggregate of the districts of the local governments that are General Members of the Association;

Register means the register of Members referred to in Rule 8.1(a);

Registered means as is defined within the Framework as a Community Housing Provider (CHP) that has successfully achieved registration under the Framework as a tier 1, 2 or 3 provider.

Registered Charity means an entity registered by the ACNC Commissioner as a charity in accordance with the ACNC Act as defined in the Income Tax Assessment Act 1997 (Cth);

Rules means this constitution of the Association as amended from time to time under Rule 24.2;

Special General Meeting means the meeting convened under Rule 18;

Special Resolution is a resolution of the Association passed in accordance with Rule 19.1;

Surplus Property has the meaning given to it in the Act and means the property remaining when the Association is wound up or cancelled after satisfying:

- (a) the debts and liabilities of the Association; and
- (b) the costs, charges and expenses of winding up the Association,

but does not include the Books of the Association or Community Housing :Assets; and

Tier 3 Association has the meaning given to it in section 62 of the Act.

2.2 Interpretation

In these Rules, unless the contrary intention appears:

- (a) **(headings)** underlining, numberings, typesetting styles and layouts are for convenience only and do not affect the interpretation of these Rules;
- (b) **(gender)** a reference to any gender includes every gender;
- (c) **(person)** the word person includes a firm, a partnership, a joint venture, an organisation or an authority;
- (d) **(may)** the word may is permissive and not mandatory;
- (e) **(singular includes plural)** the singular includes the plural and vice versa;
- (f) **(grammatical form)** where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (g) **(including)** the word including and similar expressions are not words of limitation and a **general** description of any matter or thing whatever shall not be read down if followed by any specific examples of that matter or thing;
- (h) **(regulations)** a reference to a law includes regulations and instruments made under the law;
- (i) **(amendments to statutes)** a reference to a law or a provision of a law includes amendments, re-enactments or replacements of that law or the provision;
- (j) **(from time to time)** a power, an authority or a discretion reposed in the members', a member, the Management Committee or an Office Holder may be exercised at any time and from time to time;
- (k) **(function)** a reference to a function includes a reference to a power, authority and duty; and

- (l) **(exercise of a function)** a reference to the exercise of a function includes, where the function is a power, authority or duty, a reference to the exercise of the power or authority of the performance of the duty.

2.3 Notices

- (a) A notice or other communication connected with these Rules has no legal effect unless it is in writing and given as follows:
- (i) delivered by hand to the nominated address of the addressee;
 - (ii) sent by post to the nominated postal address of the addressee; or
 - (iii) sent by e-mail or any other method of electronic communication (including facsimile) to the nominated electronic address of the addressee.
- (b) Any notice given to a Member under these Rules, must be sent to Member's address as set out in the Register.
- (c) When a notice is:
- (i) delivered by hand under Rule 2.3(a)(i) it is properly served when delivered to, and received by, the recipient;
 - (ii) sent by ordinary pre-paid post under Rule 2.3(a)(ii), it is taken to have been received five (5) working days after posting;
 - (iii) sent by email under Rule 2.3(a)(iii), it is taken to have been received at the time when the sender receives confirmation on its server that the message has been transmitted;
 - (iv) sent by facsimile under Rule 2.3(a)(iii), it is taken to have been received at the time shown on the transmission report as the time the whole facsimile was sent.

3. POWERS OF THE ASSOCIATION

3.1 Powers of the Association

The powers conferred on the Association are the same as those conferred by section 14 of the Act, so that subject to the Act, the Association may do all things necessary or convenient for carrying out its objects or purposes in a lawful manner, and in particular may:

- (a) acquire, hold, deal with, and dispose of any real or personal property;
- (b) open and operate bank accounts;
- (c) invest its money:
 - (i) as trust funds may be invested under the *Trustees Act 1962* Part III; or
 - (ii) in any other manner authorised by the Rules;
- (d) borrow money upon such terms and conditions as the Association thinks fit;
- (e) give such security for the discharge of liabilities incurred by the Association as the Association thinks fit;

- (f) appoint agents to transact any business of the Association on its behalf;
- (g) enter into any other contract it considers necessary or desirable;
- (h) employ such persons as the Association deems appropriate to pursue the objects of the Association or to administer the affairs of the Association; and
- (i) act as trustee and accept and hold real and personal property upon trust, but does not have power to do any act or thing as a trustee that, if done otherwise, would contravene the Act or the Rules.

3.2 Paid Officers

- (a) The Management Committee may appoint from time to time an independent Chairperson and an Executive Officer for the Association and any other paid officers as may be required to conduct the affairs of the Association and may also terminate such appointments.
- (b) The term of appointment, remuneration and other employment terms and conditions of a Chairperson or Executive Officer or other paid officer shall be on terms agreed by the Management Committee.

3.3 Office of the Association

The office of the Association shall be at such place as the Management Committee may from time to time determine.

4. NOT FOR PROFIT

- (a) The property and income of the Association shall be applied solely towards promoting the objects or purposes of the Association and no part of that property or income may be paid or otherwise distributed, directly or indirectly, to any Member, except in good faith in the promotion of those objects or purposes.
- (b) A payment may be made to a Member out of the funds of the Association only if it is authorised under Rule 4(c).
- (c) A payment to a Member out of the funds of the Association is authorised if it is:
 - (i) the payment in good faith to the Member as reasonable remuneration for any services provided to the Association, or for goods supplied to the Association, in the ordinary course of business; or
 - (ii) the payment of interest on money borrowed by the Association from the Member, at a rate not greater than the cash rate published from time to time by the Reserve Bank of Australia; or
 - (iii) the payment of reasonable rent to a Member for premises leased by the Member to the Association; or
 - (iv) the reimbursement of reasonable expenses properly incurred by the Member on behalf of the Association.

5. BECOMING A MEMBER

5.1 Minimum Number of Members

The Association must have at least six Members with full voting rights.

5.2 General Members

- (a) Foundation General Members are General Members of the Association.

The Foundation General Members of the Association are:

- (i) Shire of Bruce Rock;
- (ii) Shire of Kellerberrin;
- (iii) Shire of Koorda;
- (iv) Shire of Merredin;
- (v) Shire of Mt Marshall;
- (vi) Shire of Mukinbudin;
- (vii) Shire of Nungarin;
- (viii) Shire of Trayning;
- (ix) Shire of Westonia;
- (x) Shire of Wyalkatchem; and
- (xi) Shire of Yilgarn.

- (b) Any:

- (i) local government; and
- (ii) any person, body corporate or incorporated association with interests or objectives which include objectives consistent with the objects of the Association;

may apply to be a General Member of the Association.

- (c) A General Member has all the rights provided to Members under the Rules, including full voting rights, and is eligible for nomination, election and appointment to the Management Committee as an Office Holder or ordinary Management Committee Member.

Commented [ET1]: Note to client: New suggested clause 5.3(c) is not required, as a local government (or an Associate Member) can apply to be a General Member under this rule at any time.

Commented [RM2R1]: OK thanks, noted

5.3 Associate Members

- (a) Any person, local government, body corporate or incorporated association that is not eligible, or does not wish, to be a General Member of the Association may apply to be an Associate Member of the Association.
- (b) An Associate Member shall enjoy the same privileges and be subject to the same obligations as a General Member, except an Associate Member is not entitled or eligible to:
- (i) vote at any General Meeting;
 - (ii) propose a resolution at a General Meeting;
 - (iii) call a General Meeting;

- (iv) be nominated, elected, or appointed as a Management Committee Member or Office Holder;
- (v) nominate a Management Committee Member or Office Holder; or
- (vi) nominate a person, local government, body corporate, or incorporated association to be a Member of the Association.

5.4 Applying for Membership

- (a) A person, local government, body corporate, or incorporated association who wish to become a Member must:
 - (i) be nominated for membership by two General Members; ~~and~~
 - ~~(ii)~~ apply in writing to the Association, using the form prescribed by the Association (if any) together with any levy due under Rules 9.1 and 9.2; ~~and~~
 - ~~(ii)(iii)~~ consent to become a Member for a 3 year term.
- (b) A local government, body corporate, or incorporated association who wish to become a Member must comply with Rule 6.3 and appoint in writing a natural person to represent it at General Meetings and on the Management Committee.
- (c) All application forms must:
 - (i) state the full name of the applicant;
 - ~~(ii)~~ state a contact postal, business or residential address, and an email address, for the applicant;
 - ~~(ii)(iii)~~ confirm the applicant's consent to become a Member for a 3 year term; and
 - ~~(iii)(iv)~~ if applicable, appoint in writing a natural person to represent it at General Meetings and on the Management Committee, and state
 - (A) the name of the appointed person; and
 - (B) a contact postal, business or residential address, and an email address, for the appointed person.
- (d) All application forms must be signed by the applicant and the two nominating General Members (or persons appointed under Rule 6.3(a) with authority to represent the General Members).
- (e) If the Association has more than one class of membership, the application form must specify the applicable class of membership.

5.5 Deciding Membership Applications

- (a) The Management Committee will consider and decide whether to approve or reject any membership application.
- (b) Subject to Rule 5.5(c) applications will be considered and decided in the order they are received by the Association.

- (c) When considering a membership application, the Management Committee may seek clarification of any matter or further information in support of the application, and may delay its decision to allow for that material to be provided and proceed to consider and decide other applications.
- (d) The Management Committee may approve a membership application if, in the view of the Committee, the applicant:
 - (i) meets the eligibility requirements for the relevant membership class under Rule 5.2(b) or 5.3(a); and
 - (ii) applies under Rule 5.4.
- (e) The Management Committee may refuse to accept a membership application even if the applicant has applied in writing and complies with all the eligibility requirements under Rule 5.2(b) or 5.3(a).
- (f) As soon as is practicable after the Management Committee has made a decision under Rule 5.5, the Management Committee must notify the applicant in writing of the outcome of their membership application but is not obliged to provide reasons for the decision, and the decision of the Management Committee shall be final.

5.6 **Becoming a Member and Term of Membership**

- (a) An applicant becomes a Member if:
 - (i) the applicant is eligible for membership under Rule 5.2(b) or 5.3(a);
 - (ii) the applicant applies in writing using the prescribed form (if any) to the Association under Rule 5.4;
 - (iii) the Management Committee approves the applicant's application for membership submitted under Rule 5.5; and
 - (iv) the applicant has paid the levy due under Rules 9.1 and 9.2 (if any).
- (b) The applicant immediately becomes a Member of the applicable class of membership, and is entitled to exercise all the rights and privileges of that class of membership, and must comply with all of the obligations of membership under these Rules, when Rule 5.6(a) has been fulfilled.

(c) Subject to Rule 7:

- (i) a Member holds membership with the Association for a term of 3 years commencing on the date their membership takes effect under this Rule 5.6; and
- (v)(ii) all existing General Members as at 30 June 2023 consent and agree to remain a Member for a 3 year term on and from 1 July 2023.

5.7 **Recording Membership in the Register**

The Secretary must enter the name of a Member in the Register within 28 days after the Member becomes a Member under these Rules.

Commented [jjb3]: Note to client: This rule notes the requirement for Members to pay the Annual Membership Levy which will also include the requirement for Associate Members to pay an Annual Membership Levy.

Commented [RM4R3]: OK, that seems appropriate

6. LIABILITY AND ENTITLEMENTS OF MEMBERS

6.1 Classes of Members

- (a) The membership of the Association consists of:
 - (i) General Members; and
 - (ii) Associate Members;
- (b) The Association may have any class of membership determined by resolution of Members at a General Meeting.
- (c) If the Association has two or more classes of members, no Member can belong to more than one class of membership.
- (d) Subject to any limitation specified in these Rules, each class of membership shall have rights and benefits as determined by the Management Committee or by resolution of Members at a General Meeting.
- (e) The maximum number of General Members is unlimited unless the Association in General Meeting decides otherwise.

6.2 Membership Voting Rights of Members

Each Member that is entitled to vote has one (1) vote at a General Meeting of the Association.

6.3 Voting by a local government, body corporate, or incorporated association

- (a) A Member which is a local government, body corporate, or incorporated association:
 - (i) by written notice to the Association must appoint a natural person to be the Member's representative at a particular General Meeting, or at all General Meetings and on the Management Committee; and
 - (ii) may at any time by written notice to the Association revoke an appointment of their representative provided that in the same notice a replacement representative is appointed.
- (b) A copy of a written notice pursuant to Rule 6.3(a) must be lodged with the Secretary.
- (c) A person appointed under Rule 6.3(a) has authority to represent the local government, body corporate, or incorporated association as a Member:
 - (i) in the case of an appointment in respect of a particular General Meeting, until the conclusion of that General Meeting; or
 - (ii) otherwise, until the appointment is revoked in writing by the local government, body corporate, or incorporated association, and notice of the revocation is given to the Secretary.
- (d) The selection of the person pursuant to Rule 6.3(a) shall be at the discretion of the applicant. Without limiting that discretion, it is the intention of the Association that persons appointed by local government Members should be a person who normally resides within the district of that local government.

6.4 Liability of Members

- (a) A Member is only liable for their outstanding levy payable under Rules 9.1 and 9.2, if any.
- (b) Subject to Rule 6.4(a), a Member is not liable, by reason of the person's membership, for the liabilities of the Association or the cost of winding up the Association.
- (c) Rule 6.4(b) does not apply to liabilities incurred by or on behalf of the Association by the Member before incorporation.

6.5 Payment to Members

- (a) Subject to Rule 6.5(b), no portion of the income or property of the Association may be paid directly or indirectly, by way of dividend, bonus or otherwise to the Members.
- (b) Rule 6.5(a) does not prevent payments authorised by Rule 4(c).

6.6 Membership Entitlements not Transferable

Subject to Rule 6.3(a), a right, privilege or obligation that a person, local government, body corporate or incorporated association has because it, he or she is a Member of the Association:

- (a) is not capable of being transferred to any other person, local government, body corporate, or incorporated association; and
- (b) ends when the membership ceases for that person, local government, body corporate, or incorporated association.

7. CEASING TO BE A MEMBER

7.1 Ending Membership

- (a) The membership of a Member ends, if the Member:
 - (i) dies;
 - (ii) ceases to be a Member under Rule 9.1(d);
 - (iii) ceases to be a Member under Rule 9.2(d);
 - (iv) resigns as a Member under Rule 7.2; or
 - (v) is expelled from the Association under Rule 7.3.
- (b) For a period of one year after a Member's membership ends, the Secretary must keep a record of:
 - (i) the date on which a person, local government, body corporate, or incorporated association ceases to be a Member under Rule 7.1(a); and
 - (ii) the reason why the person, local government, body corporate, or incorporated association ceases to be a Member.

- (c) If a local government, body corporate, or incorporated association ceases to be a Member, then any appointment to a natural person made by it under Rule 6.3 immediately ceases to have any effect.

7.2 Resigning as a Member

- (a) A Member who has paid all amounts payable by the Member to the Association in respect of their membership, may resign from membership by giving written notice of their resignation to the Secretary.
- (b) The Member resigns:
 - (i) at the time the Secretary receives the notice; or
 - (ii) if a later time is stated in the notice, at that later time.
- (c) Any Member who resigns from the Association remains liable to pay to the Association any outstanding fees or levy for the remainder of their membership term under Rule 5.6 (if any) which may be recovered as a debt due to the Association by the Member.

7.3 Suspending or Expelling Members

- (a) The Management Committee may, by resolution, discipline a Member by any means considered appropriate, or suspend or expel a Member from membership if, in the opinion of the Management Committee:
 - (i) the Member or any person authorised to represent the Member under Rule 6.3 refuses or neglects to comply with these Rules or the Code of Conduct; or
 - (ii) the conduct or behaviour of the Member or any person authorised to represent the Member under Rule 6.3:
 - (A) is detrimental to the interests of the Association; or
 - (B) has brought the Association into disrepute; or
 - (C) has brought discredit on the Association; or
 - (iii) the Member is not solvent (as defined in the Bankruptcy Act 1966 (Cwth)); or
 - (iv) the Member applied for and obtained membership under a false pretence or by providing false information.
- (b) The Management Committee must hold a Management Committee Meeting to decide whether to suspend or expel a Member.
- (c) The Secretary must, not less than 28 days before the Management Committee Meeting referred to in Rule 7.3(b), give written notice to the Member:
 - (i) of the proposed suspension or expulsion and the grounds on which it is based;
 - (ii) of the date, place and time of the Management Committee Meeting;
 - (iii) that the Member, or the Member's representative, may attend the Management Committee Meeting; and

- (iv) that the Member, or the Member's representative, may address the Management Committee at the meeting and will be given a full and fair opportunity to state the Member's case orally, or in writing, or both.
- (d) At the Management Committee Meeting referred to in Rule 7.3(b) the Management Committee must:
 - (i) give the Member, or the Member's representative, a full and fair opportunity to state the Member's case orally;
 - (ii) give due consideration to any written statement submitted by the Member; and
 - (iii) determine whether or not the Member should be:
 - (A) expelled from the Association; or
 - (B) suspended from membership, and if so, the period that the Member should be suspended from membership; or
 - (C) disciplined by any means considered appropriate, which may include reprimanding the Member; or
 - (D) exonerate the Member
- (e) The Secretary must inform the Member in writing of the decision of the Management Committee and the reasons for the decision, within 7 days of the Management Committee Meeting referred to in Rule 7.3(d).
- (f) If the Management Committee has decided to suspend or expel a Member under Rule 7.3(d), the Member is immediately suspended or expelled from membership from the date of that decision irrespective of whether the Member appeals the decision.

7.4 Right of Appeal against Suspension or Expulsion

- (a) If a Member is suspended or expelled or disciplined under Rule 7.3, the Member may appeal the Management Committee's decision by giving written notice of appeal to the Secretary within 14 days of receiving notice of the Management Committee's decision.
- (b) The notice of appeal must:
 - (i) identify the decision appealed against;
 - (ii) provide a summary of the reasons for the appeal;
 - (iii) request the convening of a General Meeting to consider the appeal.
- (c) The Secretary must issue notice to convene a General Meeting to consider the appeal within 14 days after receiving a notice of appeal.
- (d) At the General Meeting referred to in Rule 7.4(c):
 - (i) the Member, or the Member's representative, must be given a full and fair opportunity to state the Member's case orally;
 - (ii) the General Meeting may give consideration to any written statement submitted by the Member; and

- (iii) the General Meeting must determine by resolution;
 - (A) whether or not the decision of the Management Committee should be upheld or changed; and
 - (B) if changed, then what the decision should be.

7.5 Reinstatement of a Member

If the Management Committee's decision to suspend or expel or discipline a Member is revoked under these Rules, any act performed by the Management Committee or Members in General Meeting during the period that the Member was suspended or expelled from membership under Rule 7.3(e), is deemed to be valid, notwithstanding the Member's inability to exercise their rights or privileges of membership, including voting rights, during that period.

7.6 When a Member is Suspended

- (a) If a Member's membership is suspended under Rule 7.3(e), the Secretary must record in the Register:
 - (i) the name of the Member that has been suspended from membership;
 - (ii) the date on which the suspension takes effect; and
 - (iii) the length of the suspension as determined by the Management Committee under Rule 7.3(d)(iii)(B).
- (b) A Member that has been suspended under Rule 7.3(e) cannot exercise any rights or privileges of membership, including voting rights, during the period they are suspended from membership.
- (c) Upon the expiry of the period of a Member's suspension, the Secretary must record in the Register that the Member is no longer suspended.

8. MEMBERSHIP REGISTER

8.1 Register of Members

- (a) The Secretary or a person authorised by the Management Committee from time to time must maintain a register of Members and make sure that the Register is up to date.
- (b) The Register must contain:
 - (i) the full name of each Member;
 - (ii) a contact postal, business or residential address, and an email address of each Member;
 - (iii) the class of membership held by the Member;
 - (iv) the date on which the person became a Member; and
 - (v) the name and contact details of any person appointed by the Member under Rule 6.3(a).
- (c) Any change in membership of the Association must be recorded in the Register within 28 days after the change occurs.

- (d) The Register must be kept and maintained at the Association's listed office or at such other place as the Management Committee decides.

8.2 Inspecting the Register

- (a) Any Member, or a person appointed by a Member under Rule 6.3(a), is able to inspect the Register free of charge, at such time and place as is mutually convenient to the Association and the Member.
- (b) A Member must contact the Secretary to request to inspect the Register.
- (c) The Member may make a copy of details from the Register but has no right to remove the Register for that purpose.

8.3 Copy of the Register

- (a) A Member, or a person appointed by a Member under Rule 6.3(a), may make a request in writing for a copy of the Register.
- (b) The Management Committee may require a Member who requests a copy of the Register to provide a statutory declaration setting out the purpose of the request and declaring that the purpose is connected with the affairs of the Association.
- (c) The Association may charge a reasonable fee to the Member for providing a copy of the Register, the amount to be determined by the Management Committee from time to time.

8.4 When Using the Information in the Register is Prohibited

A Member, or a person appointed by a Member under Rule 6.3(a), must not use or disclose the information on the Register:

- (a) to gain access to information that a Member has deliberately denied them (that is, in the case of social, family or legal differences or disputes);
- (b) to contact, send material to the Association or a Member for the purpose of advertising for political, religious, charitable or commercial purposes unless the use of the information is approved by the Management Committee; or
- (c) for any other purpose unless the purpose:
 - (i) is directly connected with the affairs of the Association; or
 - (ii) relates to the provision of information to the Commissioner in accordance with a requirement of the Act.

9. MEMBERSHIP LEVY

9.1 Members Discretionary Levy

- (a) Subject to Rule 30.1(a), the Management Committee may from time to time determine the amount of a Member's discretionary levy to be paid by each Member or each class of Members from time to time.
- (b) Each Member must pay the Member's discretionary levy determined under Rule 9.1(a) to the Treasurer, or a person authorised by the Management Committee to receive payments, as and when decided by the Management Committee.

- (c) If a Member pays the Member's discretionary levy within 2 calendar months after the due date, the Member retains all the rights and privileges of a Member for the purposes of these Rules during that time, including the right to vote.
- (d) Subject to Rule 9.1(e), if a person fails to pay the Member's discretionary levy within 2 calendar months after the due date, the person ceases to be a Member.
- (e) If a person ceases to be a Member under Rule 9.1(d), and subsequently pays to the Association all the Member's discretionary levy, the Management Committee may, if it thinks fit, reinstate the Member's rights and privileges from the date on which the outstanding levy is paid, including the right to vote.

9.2 Annual Membership Levy

- (a) ~~Subject to Rule 30.1(a),~~ The Management Committee may from time to time determine the amount of the annual membership levy, if any, including a maximum membership levy per annum or over a 3 year term, to be paid by each Member or each class of Members.
- (b) Each Member must pay the Member's annual membership levy determined under Rule 9.2(a) to the Treasurer, or a person authorised by the Management Committee to receive payments, annually and within 30 days' of the date of an invoice, which are usually issued annually in July or on any other date that the management Committee determines as and when decided by the Management Committee.
- (c) If a Member pays the annual membership levy within 2 calendar months after the due date, the Member retains all the rights and privileges of a Member for the purposes of these Rules during that time, including the right to vote.
- (d) Subject to Rule 9.2(e), if a Member fails to pay the annual membership levy within 2 calendar months after the due date, the Member ceases to be a Member of the Association.
- ~~(e)~~ If a Member ceases to be a Member under Rule 9.2(d), and subsequently pays to the Association all the Member's outstanding levy, the Management Committee may, if it thinks fit, reinstate the Member's rights and privileges from the date on which the outstanding levy is paid, including the right to vote.
- ~~(e)(f)~~ In the event a Member ceases to be a Member of the Association under Rule 7.2 prior to the expiry of their term under Rule 5.6(c), the Member will immediately be liable to pay to the Association the annual membership levy payable for the remainder of their membership term (if any). A Member's liability will be the Member's total annual membership levy for the full 3 year membership term less any annual membership levy in respect of the 3 year membership term paid to the Association, which may be recovered as a debt due to the Association by the Member.

10. POWERS AND COMPOSITION OF THE MANAGEMENT COMMITTEE

10.1 Powers of the Management Committee

- (a) The governing body of the Association is to be called the Management Committee and it has authority to control and manage the affairs of the Association.

- (b) Subject to the Act, these Rules and any by-law or lawful resolution passed by the Association in General Meeting, the Management Committee:
- (i) may exercise all powers and functions as may be exercised by the Association, other than those powers and functions that are required by these Rules to be exercised by General Meetings of the Members; and
 - (ii) has power to perform all acts and do all things as appear to the Management Committee to be necessary or desirable for the proper management of the business and affairs of the Association.

10.2 Management Committee Members

- (a) The Management Committee is to consist of:
- (i) the Office Holders of the Association; and
 - (ii) not less than one other ordinary Management Committee Member.
- (b) The maximum number of other ordinary Management Committee Members is to be determined by the Management Committee.
- (c) The Office Holders of the Association are:
- (i) the Chairperson;
 - (ii) the Deputy Chairperson;
 - (iii) the Secretary; and
 - (iv) the Treasurer.
- (d) A Management Committee Member must be either:
- (i) a General Member; or
 - (ii) the Chairperson appointed by the Management Committee from time to time.
- (e) Where a General Member is a local government, body corporate, or incorporated association and is elected as a Management Committee Member that General Member shall be represented on the Management Committee by the person appointed under Rule 6.3(a) as representative for that General Member;
- (f) No person is permitted to hold more than one of the positions set out in Rule 10.2(c) at any time.
- (g) No person shall be entitled to hold a position on the Management Committee if the person has been convicted of, or imprisoned in the previous five years for:
- (i) an indictable offence in relation to the promotion, formation or management of a body corporate;
 - (ii) an offence involving fraud or dishonesty punishable by imprisonment for a period of not less than three months; or
 - (iii) an offence under Part 4 Division 3 or section 127 of the Act,
- unless the person has obtained the consent of the Commissioner.

(h) No person shall be entitled to hold a position on the Management Committee if the person is:

(i) according to the Interpretation Act (WA) section 13D, a bankrupt or a person whose affairs are administered under insolvency laws unless the person has obtained the consent of the Commissioner; or

~~(iv)~~(ii) disqualified from being a responsible entity by the ACNC Commissioner under the ACNC Act.

~~(h)~~(i) The Chairperson must not be when appointed, nor have been within the period of 5 years prior to the appointment, either a Member, a person appointed under Rule 6.3(a) to represent a Member, an employee of a Member or a councillor or officer of a Member.

11. ROLE AND RESPONSIBILITIES OF MANAGEMENT COMMITTEE MEMBERS AND OFFICE HOLDERS

11.1 Obligations of the Management Committee

The Management Committee must take all reasonable steps to ensure the Association complies with its obligations under the Act and these Rules.

11.2 Responsibilities of Management Committee Members

- (a) A Management Committee Member must exercise his or her powers and discharge his or her duties with a degree of care and diligence that a reasonable person would exercise in the circumstances.
- (b) A Management Committee Member must exercise his or her powers and discharge his or her duties in good faith in the best interests of the Association and for a proper purpose.
- (c) A Management Committee Member or former Management Committee Member must not improperly use information obtained because he or she is a Management Committee Member to:
 - (i) gain an advantage for himself or herself or another person; or
 - (ii) cause detriment to the Association.
- (d) A Management Committee Member or former Management Committee Member must not improperly use his or her position to:
 - (i) gain an advantage for himself or herself or another person; or
 - (ii) cause detriment to the Association.
- (e) A Management Committee Member having any material personal interest in a matter being considered at a Management Committee Meeting must:
 - (i) as soon as he or she becomes aware of that interest, disclose the nature and extent of his or her interest to the Management Committee;
 - (ii) disclose the nature and extent of the interest at the next General Meeting of the Association; and
 - (iii) not be present while the matter is being considered at the Management Committee Meeting or vote on the matter.

- (f) Rule 11.2(e) does not apply in respect of a material personal interest that:
- (i) exists only because the Management Committee Member belongs to a class of persons for whose benefit the Association is established; or
 - (ii) the Management Committee Member has in common with all, or a substantial proportion of, the members of the Association.
- (g) The Secretary must record every disclosure made by a Management Committee Member under Rule 11.2(e) in the minutes of the Management Committee Meeting at which the disclosure is made.
- (h) No Management Committee Member shall make any public statement or comment or cause to be published any words or article concerning the conduct of the Association unless the person is authorised by the Management Committee to do so and such authority is recorded in the minutes of the Management Committee Meeting.
- ~~(h)~~(i) The role of the Management Committee is in accordance with Rule 10.1(a) is to control the affairs of the Association. This role includes but is not limited to:
- (i) ensuring the good governance of the Association;
 - (ii) determining and approving the policies of the Association;
 - (iii) determining the strategic direction of the Association and monitoring progress against the strategic plan;
 - (iv) determining and monitoring the risk management framework of the Association;
 - (v) appointing an Executive Committee and monitoring the performance of the Executive Committee;
 - (vi) appointing an Executive Officer and monitoring the performance of the Executive Officer; and
 - (vii) having oversight of the operations and activities of the Association.

Commented [jib5]: JMcD Note: Is this a committee that is established under rule 16 or is it something different. If the latter, we recommend a definition for 'Executive Committee' be inserted into rule 2.1 to confirm what the Executive Committee is

Commented [RM6R5]: Yes Exec Committee is established under Rule 16

11.3 Chairperson

The Chairperson:

- (a) must consult with the Secretary regarding the business to be conducted at each Management Committee Meeting and each General Meeting;
- (b) may convene special meetings of the Management Committee under Rule 14.1(c);
- (c) may preside over Management Committee Meetings under Rule 14.3;
- (d) may preside over General Meetings under Rule 17.4; and
- (e) must ensure that the minutes of a General Meeting or Management Committee Meeting are reviewed and signed as correct under Rule 20(b).

11.4 The Deputy Chairperson

The Deputy Chairperson:

- (a) shall assist the Chairperson in carrying out his or her duties and responsibilities as described in Rule 11.3; and
- (b) shall perform those duties and responsibilities in the absence of, and in accordance with the instructions of, the Chairperson.

11.5 Secretary

(a) The Secretary shall be responsible for fulfilling the directives of the Management Committee and the day-to-day operations of the Association, and must:

- (i) co-ordinate the correspondence of the Association;
- (ii) consult with the Chairperson about all business to be conducted at meetings and convene General Meetings and Management Committee Meetings, including preparing the notices of meetings and of the business to be conducted at each meeting;
- (iii) keep and maintain in an up to date condition the Rules as required by Rule 24.1 and any by-laws of the Association made in accordance with Rule 25;
- (iv) maintain the register of the Members, referred to in Rule 8.1;
- (v) maintain the record of office holders of the Association, referred to in Rule 11.7;
- (vi) ensure the safe custody of the Books (with the exception of the Accounting Records) of the Association under Rule 27.1;
- (vii) keep full and correct minutes of Management Committee Meetings and General Meetings; and

~~(viii)~~ perform any other duties as are imposed by these Rules or the Association on the Secretary.

~~(b) With the approval of the Management Committee, the Secretary may delegate the duties listed in Rule 11.5(a) to the Executive Officer for the Association.~~

11.6 The Treasurer

(a) The Treasurer must:

- (i) ensure all moneys payable to the Association are collected, and that receipts are issued for those moneys in the name of the Association;
- (ii) ensure the payment of all moneys referred to in Rule 11.6(a)(i) into the account or accounts of the Association as the Management Committee may from time to time direct;
- (iii) ensure timely payments from the funds of the Association with the authority of a General Meeting or of the Management Committee;
- (iv) ensure that the Association complies with the account keeping requirements in Part 5 of the Act;

- (v) ensure the safe custody of the Financial Records of the Association and any other relevant records of the Association;
- (vi) coordinate the preparation of the Financial Report of the Association prior to its submission to the Annual General Meeting of the Association, as if the Association was a Tier 3 Association;
- (vii) assist the reviewer or auditor (if any) in performing their functions; and
- (viii) perform any other duties as are imposed by these Rules or the Association on the Treasurer.

- (b) With the approval of the Management Committee, the Treasurer may delegate the duties listed in Rule 11.6(a) to the Executive Officer for the Association.

11.7 Record of Office Holders

- (a) The Secretary or a person authorised by the Management Committee from time to time must maintain a record of office holders.
- (b) The record of office holders must include:
 - (i) the full name of each Office Holder;
 - (ii) the office held and the dates of appointment and (if applicable) cessation of the appointment; and
 - (iii) a current contact postal, residential or email address of each Office Holder.
- (c) The record of office holders must be kept and maintained at the Secretary's place of residence, or at such other place as the Management Committee decides.

11.8 Inspecting the Record of Office Holders

- (a) Any Member, or a person appointed by a Member under Rule 6.3(a), is able to inspect the record of Office Holders free of charge, at such time and place as is mutually convenient to the Association and the Member.
- (b) The Member may make a copy of details from the record of Office Holders but has no right to remove the record for that purpose.

12. APPOINTING MANAGEMENT COMMITTEE MEMBERS

12.1 Appointment to the Management Committee

- (a) Management Committee Members (except for the Chairperson) are appointed to the Management Committee by:
 - (i) election at an Annual General Meeting; or
 - (ii) appointment to fill a casual vacancy under Rule 13.1(b).
- (b) The Chairperson:
 - (i) is appointed by the Management Committee under Rule 3.2;
 - (ii) must satisfy Rule 10.2(h).

12.2 Nominating for Membership of the Management Committee

- (a) The Secretary must send a notice calling for nominations for election to the Management Committee and specifying the date for the close of nominations, to all General Members at least twenty one (21) days before the date on which the Annual General Meeting is to be held.
- (b) Nominations for election to the Management Committee shall close not less than seven (7) days before the Annual General Meeting.
- (c) The nomination for election must be in the prescribed form:
 - (i) in writing;
 - (ii) signed by the nominator (or the nominator's representative appointed pursuant to Rule 6.3), and the nominee to signify their willingness to stand for election; and
 - (iii) delivered in person, by facsimile transmission, email or post to the Secretary on or before the date for the close of nominations.
- (d) If a nomination for election to the Management Committee is not made in accordance with Rules 12.2(c) the nomination is to be deemed invalid and the Member will not be eligible for election unless Rule 12.3(c) applies.

12.3 Electing Management Committee Members

- (a) If the number of valid nominations received under Rule 12.2 is equal or less than to the number of vacancies to be filled for the relevant position on the Management Committee, the Member nominated shall be deemed to be elected at the Annual General Meeting.
- (b) If the number of valid nominations exceeds the number of vacancies to be filled for the relevant position on the Management Committee, elections for the positions must be conducted at the Annual General Meeting.
- (c) If there are not enough valid nominations to fill the number of vacancies for the relevant positions on the Management Committee, the candidates nominated are (if any) deemed to be elected and further nominations may be received from the floor of the Annual General Meeting.
- (d) A General Member who is eligible for election or re-election may have another General Member nominate him or her from the floor for election or re-election.
- (e) Where the number of nominations from the floor exceeds the remaining number of vacancies on the Management Committee, elections for those positions must be conducted.
- (f) If an insufficient number of nominations are received from the floor for the number of vacancies on the Management Committee that remain, each position on the Management Committee for which there is no nomination is declared vacant by the person presiding at the Annual General Meeting and Rule 13.1(b) applies.
- (g) The elections for Office Holders or ordinary Management Committee Members are to be conducted at the Annual General Meeting in the manner directed by the Management Committee.

- (h) A list of candidates, names in alphabetical order, with the names of the Members who nominated each candidate, must accompany the notice of the Annual General Meeting.

12.4 Voting in Elections for Membership of the Management Committee

- (a) Subject to Rule 19.3(d), each Member (who is a natural person, or a person representing a Member under Rule 6.3(a)) present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the Annual General Meeting may vote for one candidate for each vacant position on the Management Committee.
- (b) A Member who nominates for election or re-election may vote for himself or herself.
- (c) Elections for a position on the Management Committee at the Annual General Meeting shall be conducted by secret ballot. If any candidates receive an equal number of votes, the successful candidate shall be determined by a second or further ballots between the candidates with the equal number of votes until a clear winner is determined.

12.5 Term of Office of Management Committee Members

- (a) At each Annual General Meeting of the Association, the appointment of:
- (i) the Deputy Chairperson, Secretary, and Treasurer shall be elected for a term of one (1) year; and
 - (ii) the remaining Management Committee Member or Members to be appointed at the Annual General Meeting shall be elected for a term of one (1) year.
- (b) A Management Committee Member's term will commence on the date of:
- (i) election at an Annual General Meeting; or
 - (ii) appointment to fill a casual vacancy that arises under Rule 13.1(b); or
 - (iii) in the case of an independent Chairperson appointed by the Management Committee under Rule 3.2, the date of such appointment.
- (c) Subject to Rule 12.5(d) aAll retiring Management Committee Members are eligible, on nomination under Rule 12.2, for re-election.
- (d) Effective from the date of the 2023 AGM, subject to Rule 12.5 (e), Management Committee Member terms in aggregate are to be no longer than nine (9) years. The time served on the Management Committee prior to the date of the 2023 AGM does not count towards the nine (9) years.
- (e)(e) The Management Committee will ensure that succession planning for Management Committee Member terms is undertaken and reviewed regularly to ensure an orderly transition of Management Committee roles.

13. CEASING TO BE A MEMBER OF THE MANAGEMENT COMMITTEE

13.1 Vacant Positions on the Management Committee

- (a) A casual vacancy occurs in the office of a Management Committee Member and that office becomes vacant if the Management Committee Member:
- (i) dies;
 - (ii) ceases to be a Member;
 - (iii) becomes disqualified from holding a position under Rule 10.2 (f) or (g) as a result of bankruptcy or conviction of a relevant criminal offence;
 - (iv) becomes permanently incapacitated by mental or physical ill-health;
 - (v) resigns from office under Rule 13.2;
 - ~~(vi)~~ is removed from office under Rule 13.3;
 - ~~(vi)~~~~(vii)~~ becomes prohibited or disqualified from being a responsible entity by the ACNC Commissioner under the ACNC Act; or
 - ~~(vii)~~~~(viii)~~ is absent from more than:
 - (A) three (3) consecutive Management Committee Meetings without leave of absence that has been granted by the Management Committee; or
 - (B) three (3) Management Committee Meetings in the same Financial Year without tendering an apology to the person presiding at each of those Management Committee Meetings, where the Management Committee Member received notice of the meetings, and the Management Committee has resolved to declare the office vacant.
- (b) If a position on the Management Committee is declared vacant under Rule 12.3(f), or there is a casual vacancy within the meaning of Rule 13.1(a), the continuing Management Committee Members may:
- (i) appoint a Member to fill that vacancy until the conclusion of the next Annual General Meeting; and
 - (ii) subject to Rule 13.1(c), act despite the vacant position on the Management Committee.
- (c) If the number of Management Committee Members is less than the number fixed under Rule 1.4 as the quorum for Management Committee Meetings, the continuing Management Committee Members may act only to:
- (i) increase the number of Members on the Management Committee to the number required for a quorum; or
 - (ii) convene a General Meeting of the Association.
- (d) Where a Management Committee Member is a General Member that is a local government, body corporate or incorporated association which has appointed a person under Rule 6.3(a):

- (i) the General Member that is a local government, body corporate or incorporated association that appointed that person may give written notice to the Secretary that such person has ceased to be the General Member's appointed representative, and nominate a replacement person as appointed representative; and
- (ii) upon service of that notice the person who has ceased to be the representative shall cease to be the Management Committee Member, and the replacement person shall become the Management Committee Member, for that General Member.

13.2 Resigning from the Management Committee

- (a) A Management Committee Member may resign from the Management Committee by giving written notice of resignation to the Secretary, or if the Management Committee Member is the Secretary, to the Chairperson.
- (b) The Management Committee Member resigns:
 - (i) at the time the notice is received by the Secretary or Chairperson under Rule 13.2(a); or
 - (ii) if a later time is stated in the notice, at the later time.

13.3 Removal from the Management Committee

- (a) A Management Committee Member may only be removed from the Management Committee pursuant to Rule 13.1(a)(vi) by a resolution at a General Meeting of the Association.
- (b) The Management Committee Member who faces removal from the Management Committee must be given a full and fair opportunity at the General Meeting to decide the proposed resolution, to state his or her case as to why the Member should not be removed from his or her position on the Management Committee.
- (c) If all Management Committee Members are removed by resolution at a General Meeting, the Members must, at the same General Meeting, elect an interim Management Committee. The interim Management Committee must, within two months, convene a General Meeting of the Association for the purpose of electing a new Management Committee.

14. MANAGEMENT COMMITTEE MEETINGS

14.1 Meetings of the Management Committee

- (a) The Management Committee must meet at least ~~four~~six (46) times in each year..
- (b) The Management Committee is to determine the place and time of all Management Committee Meetings.
- (c) Meetings of the Management Committee may be convened under Rule 14.2 by:
 - (i) the Chairperson; or
 - (ii) any two Management Committee Members.

14.2 Notice of Management Committee Meetings

- (a) The Secretary must give each Management Committee Member at least 48 hours' notice of each Management Committee Meeting before the time appointed for holding the meeting.
- (b) Notice of a Management Committee Meeting must specify the general nature of the business to be transacted at the meeting.
- (c) Subject to Rule 14.2(d), only the business specified on the notice of the Management Committee Meeting is to be conducted at that meeting.
- (d) Urgent business may be conducted at Management Committee Meetings if the Management Committee Members present at a Management Committee Meeting unanimously agree to treat the business as urgent.

14.3 Chairing at Management Committee Meetings

- (a) The Chairperson or, in the Chairperson's absence, the Deputy-Chairperson is to preside as the chair of each Management Committee Meeting.
- (b) If the Chairperson and the Deputy-Chairperson are absent or unwilling to act, the remaining Management Committee Members must choose one of their number to preside as the chair of that Management Committee Meeting.

14.4 Procedure of the Management Committee Meeting

- (a) The quorum for a Management Committee Meeting is specified at Rule 1.4. The Management Committee cannot conduct business unless a quorum is present.
- (b) If, within half an hour of the time appointed for the meeting, a quorum is not present the meeting is to stand adjourned to the same time, day and place in the following week.
- (c) If at a meeting adjourned under Rule 14.4(b), a quorum is not present within half an hour of the time appointed for the meeting, the Management Committee Members personally present will constitute a quorum.
- (d) Management Committee Meetings may take place:
 - (i) where the Management Committee Members are physically present together; or
 - (ii) where the Management Committee Members are able to communicate by using any technology that reasonably allows, at the discretion of the person who is the chair of that meeting or a majority of those Management Committee Members physically present, the Management Committee Member to participate fully in discussions as they happen in the Management Committee Meeting and in making decisions, provided that the participation of each Management Committee Member in the Management Committee Meeting must be made known to all other Management Committee Members.
- (e) A Management Committee Member who participates in a meeting as set out in Rule 14.4(d)(ii):
 - (i) is deemed to be present at the Management Committee Meeting; and

- (ii) continues to be present at the meeting for the purposes of establishing a quorum,

until the Management Committee Member notifies the other Management Committee Members that he or she is no longer taking part in the Management Committee Meeting.

- (f) Subject to these Rules, the Management Committee Members present at the Management Committee Meeting are to determine the procedure and order of business to be followed at a Management Committee Meeting.
- (g) Subject to Rule 14.5, all Management Committee Members have the right to attend and vote at Management Committee Meetings.
- (h) All Members, or other guests, may attend Management Committee Meetings if invited by the Management Committee but the person shall not have any right to comment without invitation, or any right to vote.
- (i) The Secretary or a person authorised by the Management Committee from time to time must keep minutes of the resolutions and proceedings of all Management Committee Meetings together with a record of the names of persons present at each meeting.

14.5 Voting at Management Committee Meetings

- (a) Each Management Committee Member (except the person appointed to chair the meeting) present at a Management Committee Meeting has a deliberative vote.
- (b) A question arising at a Management Committee Meeting is to be decided by a majority of votes, but if there is an equality of votes, the person appointed to chair the Management Committee Meeting as set out in Rule 14.3 is entitled to exercise a casting vote.
- (c) Decisions may be made by general agreement or a show of hands.
- (d) A poll by secret ballot must be used if requested by any one Management Committee Member who requires a matter to be determined in this way and the person presiding as chair of the Management Committee Meeting will oversee the ballot.

14.6 Acts not Affected by Defects or Disqualifications

Any act performed by the Management Committee, a sub-committee or a person acting as a Management Committee Member is deemed to be valid even if the act was performed when:

- (a) there was a defect in the appointment of a Management Committee Member, sub-committee or person holding a subsidiary office; or
- (b) a Management Committee Member, a sub-committee member or a person holding a subsidiary office was disqualified from being a Member.

14.7 Unanimous Resolutions Without Meeting

- (a) A resolution signed by all members of the Management Committee and delivered to the Secretary shall have the same effect as if passed at a Management Committee Meeting.

- (b) A resolution pursuant to Rule 14.7 may be executed in any number of counterparts (whether in original or a copy transmitted by facsimile or pdf document transmitted by email), all of which taken together constitute one and the same document, and the resolution will be deemed to be made at the time the last resolution document signed by a Management Committee Member is received by the Secretary.

15. REMUNERATION OF MANAGEMENT COMMITTEE MEMBERS

Subject to Rule 3.2(a) and 4(c), a Management Committee Member must not receive any remuneration for their services as a Management Committee Member.

16. SUB-COMMITTEES AND DELEGATION

16.1 Appointment of Sub-Committee

- (a) The Management Committee may appoint (or may cancel) one or more sub-committees as considered appropriate by the Management Committee from time to time to assist with the conduct of the Association's operations, or to examine or report on any matter.
- (b) Sub-committees may comprise (in such numbers as the Management Committee determines) Members and non-members.
- (c) Subject to these Rules, the sub-committee members present at the sub-committee meeting are to determine the procedure and order of business to be followed at the sub-committee meeting.
- (d) The sub-committee shall remain responsible to, and must follow any directions of, the Management Committee at all times.

16.2 Delegation by Management Committee to Sub-Committee

- (a) The Management Committee may delegate, in writing, to any or all of the sub-committees, any authority, power or functions and may cancel any authority, powers or functions, as the Management Committee sees fit from time to time.
- (b) Despite any delegation under this Rule, the Management Committee may continue to exercise all its functions, including any function that has been delegated to a sub-committee and remains responsible for the exercise of those functions at all times.

16.3 Delegation to Subsidiary Offices

- (a) The Management Committee may create and fill such subsidiary office as may be necessary for the proper and efficient management of the Association's affairs.
- (b) The Management Committee may delegate, in writing, to any person holding a subsidiary office any authority, power or functions and may cancel any authority, powers or functions, as the Management Committee sees fit from time to time.
- (c) Despite any delegation under this Rule, the Management Committee may continue to exercise all its functions, including any function that has been delegated to a subsidiary office and remains responsible for the exercise of those functions at all times.

17. GENERAL MEETINGS

17.1 Procedure for General Meetings

- (a) General Meetings may take place where the Members (being a natural person or represented by a person appointed under Rule 6.3(a)):
 - (i) are physically present together; or
 - (ii) where the Members are able to communicate by using any technology that reasonably allows the Member to participate fully in discussions as they happen in the General Meeting and in making any decisions, provided that:
 - (A) the use of technology is permitted either by the person presiding as chair of the meeting or by a resolution of those Members physically present; and
 - (B) the participation of the Member in the General Meeting must be made known to all other Members.
- (b) A Member who participates in a meeting as set out in Rule 17.1(a)(ii):
 - (i) is deemed to be present at the General Meeting; and
 - (ii) continues to be present at the General Meeting for the purposes of establishing a quorum,until the Member notifies the other Members that he or she is no longer taking part in the General Meeting.

17.2 Quorum for General Meetings

- (a) The Quorum for General Meetings is specified in Rule 1.4.
- (b) Subject to Rules 17.2(c) and (d), no business is to be conducted at a General Meeting unless a quorum of Members entitled to vote under these Rules is present at the time when the meeting is considering that item.
- (c) If, within thirty (30) minutes of the time appointed for the commencement of a General Meeting, a quorum is not present:
 - (i) in the case of a Special General Meeting, the meeting is to stand adjourned to:
 - (A) a place, date, and time as determined by the Management Committee; and
 - (B) the Secretary must give notice of the adjourned Special General Meeting in the same or substantially the same manner as General Meetings are convened;
 - (ii) in the case of an Annual General Meeting, the meeting is to stand adjourned to:
 - (A) the same time and day in the following week; and
 - (B) the same place unless another place is specified by the person acting as the chair of that Annual General Meeting at the

time of the adjournment or by written notice to the Members given before the day to which the meeting is adjourned.

- (d) If at the adjourned meeting a quorum is not present within thirty (30) minutes of the time appointed for the commencement of the meeting, the Members present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the meeting are to constitute a quorum.

17.3 Notice of General Meetings and Motions

- (a) The Secretary must give at least:
 - (i) 21 days' notice of a General Meeting to each Member, or
 - (ii) 21 days' notice of a General Meeting to each Member if a Special Resolution is proposed to be moved at the General Meeting.
- (b) The notice convening a General Meeting must specify:
 - (i) the place, date and time of the meeting; and
 - (ii) the particulars and order of the business to be conducted at the meeting.
- (c) The notice convening a General Meeting or any notice of motion must be issued in the manner prescribed by Rule 2.3.

17.4 Presiding Member

- (a) The Chairperson, or in the Chairperson's absence the Deputy-Chairperson, is to preside as chair of each General Meeting.
- (b) If the Chairperson and the Deputy-Chairperson are absent or unwilling to act, the remaining Management Committee Members must choose one of their number to preside as chair of the General Meeting.

17.5 Adjournment of General Meetings

- (a) The person presiding over a General Meeting, at which a quorum is present, may adjourn the meetings from time to time and place to place with the consent of a majority of Members present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the meeting.
- (b) No business is to be conducted at an adjourned meeting other than the unfinished business from the meeting that was adjourned.
- (c) When a General Meeting is adjourned for 14 days or more, the Secretary must give notice of the adjourned meeting in accordance with Rules 23 and 17.3 as if that General Meeting was a new General Meeting.

18. SPECIAL GENERAL MEETINGS

18.1 Special General Meeting

- (a) The Management Committee may at any time convene a Special General Meeting of the Association.

- (b) The Secretary must issue a notice to convene a Special General Meeting of the Association within 28 days after receiving a written request to do so from at least 20 per cent of the total number of General Members.

18.2 Request for Special General Meeting

A request by the General Members for a Special General Meeting must:

- (a) state the purpose of the meeting;
- (b) be signed by the required number of General Members making the request as specified in Rule 18.1(b); and
- (c) be lodged with the Secretary.

18.3 Failure to Convene Special General Meeting

- (a) If the Secretary fails to convene a Special General Meeting within the 28 days referred to in Rule 18.1(b), the General Members who made the request may convene a Special General Meeting within 3 months after the original request was lodged as if the Members were the Management Committee.
- (b) A Special General Meeting must be convened in the same or substantially the same manner as General Meetings are convened by the Management Committee and the Association must pay the reasonable expenses of convening and holding the Special General Meeting.

19. MAKING DECISIONS AT GENERAL MEETINGS

19.1 Special Resolutions

- (a) A Special Resolution must be moved at a General Meeting where notice of the Special Resolution has been given under Rule 19.1(c).
- (b) A Special Resolution of the Association is required to:
- (i) amend the name of the Association;
- (ii) amend the Rules, under Rule 24.2;
- (iii) affiliate the Association with another body;
- (iv) transfer the incorporation of the Association;
- (v) amalgamate the Association with one or more other incorporated associations;
- (vi) voluntarily wind up the Association;
- (vii) cancel incorporation; ~~or~~
- ~~(viii)~~ request that a statutory manager be appointed; ~~or-~~
- ~~(viii)(ix) sell, transfer or otherwise dispose of any land owned by the Association.~~
- (c) Notice of a Special Resolution must:
- (i) be in writing;

- (ii) include the place, date and time of the meeting;
 - (iii) include the intention to propose a Special Resolution;
 - (iv) set out the wording of the proposed Special Resolution; and
 - (v) be given in accordance with Rule 2.3.
- (d) If notice is not given in accordance with Rule 19.1(c), the Special Resolution will have no effect.
- (e) A Special Resolution must be passed at a General Meeting at which there is a quorum and be supported by the votes of not less than three-fourths of the Members present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the meeting.

19.2 Ordinary Resolutions

Subject to these Rules, a majority of votes will determine an Ordinary Resolution.

19.3 Voting at meetings

- (a) Subject to these Rules, each General Member has one vote at a General Meeting of the Association.
- (b) A person casts a vote at a meeting either by:
- (i) voting at the meeting either in person; or
 - (ii) through the use of technology under Rule 17.1(a)(ii).
- (c) In the case of an equality of votes at a General Meeting, the person acting as chair of the meeting is entitled to exercise a second or casting vote.
- (d) A Member is only entitled to vote at a General Meeting if the Member's name is recorded in the Register (and where required has appointed a person under Rule 6.3(a)), as at the date the notice of the General Meeting was sent out under Rule 17.3.

19.4 Manner of Determining Whether Resolution Carried

- (a) Unless a Poll is demanded under Rule 19.5, if a question arising at a General Meeting of the Association is determined by general agreement or a show of hands, a declaration must be made by the person acting as chair of the General Meeting that the resolution has been:
- (i) carried unanimously;
 - (ii) carried by a particular majority; or
 - (iii) lost.
- (b) If the declaration relates to a Special Resolution, then subject to Rule 19.1(c), the declaration should state that a Special Resolution has been determined.
- (c) The declaration made under Rule 19.4(a) must be entered into the minute book of the Association.

- (d) The entry in the minute book of the Association under Rule 19.4(c) is evidence of the fact that the resolution has been determined, without proof of the number or proportion of the votes recorded in favour of or against that resolution.

19.5 Poll at General Meetings

- (a) At a General Meeting, a Poll on any question may be demanded by either:
- (i) the person acting as chair of the meeting; or
 - (ii) at least three Members of the Members present in person, or present through the use of technology under Rule 17.1(a)(ii), and eligible to cast a vote at the meeting.
- (b) If a Poll is demanded at a General Meeting, the Poll must be taken in a manner as the person acting as chair of the meeting directs and a declaration by the person acting as chair of the result of the Poll is evidence of the matter so declared.
- (c) If a Poll is demanded at a General Meeting, the Poll must be taken:
- (i) immediately in the case of a Poll which relates to electing a person to preside over the meeting;
 - (ii) immediately in the case of a Poll which relates to adjourning the meeting; or
 - (iii) in any other case, in the manner and time before the close of the meeting as the person acting as chair directs.

20. MINUTES OF MEETINGS

- (a) The Secretary or a person authorised by the Management Committee from time to time must keep minutes of the resolutions and proceedings of all General Meetings and Management Committee Meetings together with a record of the names of persons present at each meeting. The minutes are to be taken and then to be entered within 30 days after the holding of each meeting, into a minute book kept for that purpose.
- (b) The Chairperson must ensure that the minutes of a General Meeting or Management Committee Meeting under Rule 20(a) are reviewed and signed as correct by:
- (i) the person acting as chair of the General Meeting or Management Committee Meeting to which those minutes relate; or
 - (ii) the person acting as chair of the next succeeding General Meeting or Management Committee Meeting.
- (c) When minutes have been entered and signed as correct under this Rule, they are, until the contrary is proved, evidence that:
- (i) the General Meeting or Management Committee Meeting to which they relate was duly convened and held;
 - (ii) all proceedings recorded as having taken place at the General Meeting or Management Committee Meeting did in fact take place at the meeting; and

- (iii) all appointments or elections purporting to have been made at the meeting have been validly made.
- (d) The minutes of General Meetings may be inspected by a Member under Rule 27.2.
- (e) The minutes of Management Committee Meetings may be inspected by a Member under Rule 27.2 unless the Management Committee determines that the minutes of Management Committee Meetings generally, or the minutes of a specific Management Committee Meeting are not to be available for inspection.

21. FUNDS AND ACCOUNTS

21.1 Control of Funds

- (a) The funds of the Association must be kept in an account in the name of the Association in a financial institution determined by the Management Committee.
- (b) The funds of the Association are to be used in pursuance of the objects of the Association.
- (c) The Treasurer shall open and operate and maintain bank accounts in the name of the Association and shall have all moneys received by the Association deposited into such an account.
- (d) The Treasurer may open accounts with any financial institution in the name of the Association for the investment of Association moneys received into an Association bank account.
- (e) Payments from an Association account with any bank or other financial institution shall only be made if authorised by both:
 - (i) the Treasurer or in the Treasurer's absence by a duly authorised Management Committee Member; and
- (f) another duly authorised Management Committee Member. All expenditure above the maximum amount set by the Management Committee from time to time must be approved or ratified at a Management Committee Meeting.

21.2 Source of Association Funds

- (a) The funds of the Association may be derived from a levy of Members, donations, State or Commonwealth grants, interest, and any other sources approved by the Management Committee.
- (b) The Association must, as soon as practicable:
 - (i) deposit all money received by the Association, to the credit of the Association's bank account, without deduction; and
 - (ii) after receiving any money, issue an appropriate receipt.

21.3 Financial Records

- (a) The Association must keep Financial Records that:
 - (i) correctly record and explain its transactions, financial position and performance; and

- (ii) enable true and fair financial statements to be prepared in accordance with Part 5 of the Act.
- (b) The Association must retain its Financial Records for at least 7 years after the transactions covered by the records are completed.

21.4 Financial Reports

- (a) For each financial year, the Association must ensure that the requirements under Part 5 of the Act are met.
- (b) Without limiting Rule 21.4(a), those requirements include—
 - (i) the preparation of a Financial Report;
 - (ii) an audit of the Financial Report; and
 - (iii) the presentation of the Financial Report to the Annual General Meeting (and a copy of the auditor's report); and
 - (iv) if required by the regulations made under the Act, the lodgement of the annual return with the Commissioner.

21.5 Audit of the Financial Report

The Association must ensure that an audit is undertaken of the Financial Report of the Association.

22. FINANCIAL YEAR OF THE ASSOCIATION

The financial year of the Association is the period of 12 months commencing on 1 July and ending on 30 June.

23. ANNUAL GENERAL MEETINGS

23.1 Annual General Meeting

- (a) Subject to Rule 23.1(b), the Association must convene an Annual General Meeting each calendar year:
 - (i) within 6 months after the end of the Association's Financial Year; or
 - (ii) within a longer period as the Commissioner may allow.
- (b) If the Association requires the approval from the Commissioner to hold its Annual General Meeting within a longer period under Rule 23.1(a)(ii), the Secretary must apply to the Commissioner no later than four months after the end of the Association's Financial Year.

23.2 Notice of Annual General Meeting

The notice convening an Annual General Meeting must specify that it is the Annual General Meeting of the Association and otherwise must comply with Rules 2.3 and 17.3 (as applicable).

23.3 Business to be Conducted at Annual General Meeting

- (a) Subject to Rule 23.1, the Annual General Meeting of the Association is to be convened on a date, time and place as the Management Committee decides.
- (b) At each Annual General Meeting of the Association, the business of the Annual General Meeting shall include in this order:
 - (i) confirmation of the minutes of the last preceding Annual General Meeting and of any Special General Meeting held since that meeting if the minutes of that Special General Meeting have not yet been confirmed;
 - (ii) the Chairperson's report;
 - (iii) the Treasurer's report;
 - (iv) the Association, must present the Financial Report of the Association for the preceding Financial Year;
 - (v) if applicable, appoint or remove an auditor in accordance with the Act;
 - (vi) present a copy of the auditor's report to the Association;
 - (vii) the election of the Office Holders and ordinary Management Committee Members whose terms expire;
 - (viii) special business of which notice is given; and
 - (ix) general business.

24. RULES OF THE ASSOCIATION

24.1 Rules of the Association

- (a) These Rules bind every Member and the Association and each Member agrees to comply with these Rules.
- (b) The Association must provide, free of charge, a copy of the Rules in force, at the time membership commences, to each person who becomes a Member under Rule 5.5.
- (c) The Association must keep a current copy of the Rules.

24.2 Amendment of Rules, Name and Objects

- (a) The Association may only alter, rescind or add to these Rules by Special Resolution at a General Meeting.
- (b) When a Special Resolution amending the Rules is passed, the required documents must be lodged with the Commissioner within:
 - (i) one month after the Special Resolution is passed; or
 - (ii) a longer period as the Commissioner may allow.
- (c) Subject to Rule 24.2(d), an amendment to the Rules does not take effect until the required documents are lodged with the Commissioner under Rule 24.2(b).
- (d) An amendment to the Rules that changes or has the effect of changing:

- (i) the name of the Association; or
- (ii) the objects or purposes of the Association,

does not take effect until the required documents are lodged with the Commissioner under Rule 24.2(b) and the approval of the Commissioner is given in writing.

- (e) The Association must in writing notify the Australian Tax Office of any alterations to the Rules.

25. BY-LAWS OF THE ASSOCIATION

- (a) The Members of the Association may make, amend and repeal by-laws for the management of the Association by Ordinary Resolution at a General Meeting provided that the by-laws are not inconsistent with the Rules or the Act.
- (b) The by-laws made under Rule 25(a):
 - (i) do not form part of the Rules;
 - (ii) may make provision for:
 - (A) rights and obligations that apply to each class of membership;
 - (B) requirements for financial reporting, financial accountability or audit of accounts in addition to those prescribed by the Act and the Rules;
 - (C) restrictions on the powers of the Management Committee including the power to dispose of assets; and
 - (D) any other matter that the Association considers necessary or appropriate; and
 - (iii) must be available for inspection by Members.

26. AUTHORITY REQUIRED TO BIND ASSOCIATION

26.1 Executing Documents

The Association may execute a document without using a common seal if the document is signed by:

- (a) any two Management Committee Members; or
- (b) one Management Committee Member and a person authorised by the Management Committee.

26.2 Use of the Common Seal

- (a) If the Association has a common seal on which its corporate name appears in legible characters:
 - (i) the Secretary or any other person as the Management Committee from time to time decides must provide for its safe custody; and
 - (ii) it must only be used under resolution of the Management Committee.

- (b) The Association executes a document with its common seal, if the fixing of the seal is done:
 - (i) under resolution of the Management Committee; and
 - (ii) witnessed by any two of the Chairperson, the Deputy Chairperson, or the Secretary.
- (c) Every use of the common seal must be recorded in the Management Committee's minute book.

27. THE ASSOCIATION'S BOOKS AND RECORDS

27.1 Custody of the Books of the Association

- (a) Except as otherwise decided by the Management Committee from time to time, the Secretary must keep in his or her custody or under his or her control all of the Books of the Association with the exception of including the Financial Records, which, except as otherwise directed by the Management Committee from time to time, are to be kept under the custody or control of the Treasurer.
- (b) The Books of the Association must be retained for at least 7 years.

27.2 Inspecting the Books of the Association

- (a) Subject to these Rules, and in particular Rule 20(e), a Member is able to inspect the Books of the Association, with the exception of the Financial Records, free of charge at such time and place as is mutually convenient to the Association and the Member.
- (b) A Member must contact the Secretary to request to inspect the Books of the Association.
- (c) The Member may copy details from the Books of the Association but has no right to remove the Books of the Association for that purpose.

27.3 Prohibition on Use of Information in the Books of the Association

A Member must not use or disclose information in the Books of the Association except for a purpose:

- (a) that is directly connected with the affairs of the Association; or
- (b) related to the provision of the information to the Commissioner in accordance with a requirement of the Act.

27.4 Returning the Books of the Association

Outgoing Management Committee Members are responsible for transferring all relevant assets and Books of the Association to the new Management Committee within 14 days of ceasing to be a Management Committee Member.

28. RESOLVING DISPUTES

28.1 Disputes Arising under the Rules

- (a) This Rule applies to:

- (i) disputes between Members; and
 - (ii) disputes between the Association and one or more Members that arise under the Rules or relate to the Rules of the Association.
- (b) In this Rule "Member" includes any former Member whose membership ceased not more than six months before the dispute occurred.
- (c) The parties to a dispute must attempt to resolve the dispute between themselves within 14 days of the dispute coming to the attention of each party.
- (d) If the parties are unable to resolve the dispute, any party to the dispute may refer the dispute to the Management Committee under Rule 28.2 or to mediation under Rule 28.3 by giving written notice to the Secretary and to the other parties specifying:
- (i) the parties to the dispute,
 - (ii) details of, the dispute, and
 - (iii) whether the dispute is referred to the Management Committee for determination or to mediation.

28.2 Determination by Management Committee

If the dispute is referred to the Management Committee:

- (a) The Secretary must convene a Management Committee Meeting within 28 days after the Secretary receives notice of the dispute under Rule 28.1(d) for the Management Committee to determine the dispute.
- (b) At the Management Committee Meeting to determine the dispute, all parties to the dispute must be given a full and fair opportunity to state their respective cases orally, in writing or both.
- (c) The Secretary must inform the parties to the dispute of the Management Committee's decision and the reasons for the decision within 7 days after the Management Committee Meeting at which the dispute is determined.

28.3 Mediation

If the dispute is referred to mediation:

- (a) The mediator must be:
 - (i) a person chosen by agreement between the parties; or
 - (ii) in the absence of agreement within 7 days of notice of the dispute under Rule 28.1(d):
 - (A) if the dispute is between a Member and another Member, then a person appointed by the Secretary; or
 - (B) if the Association, the Management Committee or a Management Committee Member are a party to the dispute then a person nominated by the Resolution Institute or its successor organisation, who accepts appointment as mediator.

- (b) A Member can be a mediator, but the mediator cannot be a Member who is a party to the dispute.
- (c) The parties to the dispute must acting reasonably and in good faith attempt to settle the dispute by mediation.
- (d) The parties are to exchange written statements of the issues that are in dispute between them and supply copies to the mediator at least 5 days before the mediation session.
- (e) Subject to any direction from the mediator regarding the procedure for the conduct of the mediation, the mediation will be conducted in accordance with the Mediation Rules of the Resolution Institute.
- (f) The costs of the mediation must be paid for equally by the parties to the dispute.
- (g) The mediator shall be independent of, and act fairly and impartially as between the parties. The Mediator shall assist the parties to negotiate between themselves a mutually acceptable resolution of the dispute.
- (h) Information provided by the parties in the course of the mediation is confidential and cannot be used in any other legal proceedings that may take place in relation to the dispute.

28.4 Inability to Resolve Disputes

If a dispute cannot be resolved under the procedures set out in the Rules, any party to the dispute may apply to the State Administrative Tribunal to determine the dispute in accordance with the Act or otherwise at law.

29. CANCELLATION AND DISTRIBUTION OF SURPLUS PROPERTY

- (a) The Association may cease its activities and have its incorporation cancelled in accordance with the Act if the General Members, who are on the Register of Members and who are eligible to vote under the Rules, resolve by Special Resolution that the Association will:
 - (i) apply to the Commissioner for cancellation of its incorporation; or
 - (ii) appoint a liquidator to wind up its affairs.
- (b) The Association must be wound up under Rule 29(a)(ii) and Part 9 of the Act before cancellation can take place if it has outstanding debts or any other outstanding legal obligations, or is a party to any current legal proceedings.
- (c) On the cancellation of the incorporation or the winding up of the Association:
 - (i) all remaining Community Housing Assets are to be returned to the Housing Authority or transferred to another registered CHP in Western Australia; and
 - (ii) its Surplus Property must be distributed as determined by special resolution by reference to the persons mentioned in section 24(1) of the Act.
- (d) If, upon the cancellation of the incorporation or winding up of the Association, there remains, Surplus Property, the same must not be paid to or distributed among the Members or Management Committee Members of the Association but must be

transferred to one or more institutions, funds or authorities of the type set out in the Act which:

(i) have one or more objects similar to the Association Objects;

(ii) is a Registered Charity;

(iii) is a Deductible Gift Recipient; and

(iv) prohibit distribution of its income and property among its members and committee members (or other controlling body) to an extent at least as great as is imposed on the Association by Rule 4.

(e) If, upon the revocation of the Association's endorsement as a Deductible Gift Recipient, there remains, after satisfaction of all its debts and liabilities, any gifts, Contributions or money received because of such gifts or Contributions, the same must not be paid to, or distributed among, the Members or Management Committee Members of the Association, but must be transferred to one or more institutions, funds or authorities which:

(i) have one or more objects similar to the Association Objects;

(ii) is a Registered Charity;

(iii) is a Deductible Gift Recipient; and

(iv) prohibit distribution of its income and property among its members and committee members (or other controlling body) to an extent at least as great as is imposed on the Association by Rule 4.

(f) The identity of the institutions, funds or authorities referred to in Rules 29(c) and 29(e) must be decided by Special Resolution of the Members.

(g) Where gifts to an institution, fund or authority are deductible only if, among other things, the conditions set out in the relevant table item in subdivision 30-B of the ITAA97 are satisfied, a transfer under this rule must be made in accordance with those conditions.

~~(c) Upon cancellation of the Association the Surplus Property must only be distributed to one or more of the entities listed in clause 29(d) which:~~

~~(i) must have objects and purposes which are charitable at law and are similar to the objects and purposes of the Association; and~~

~~(ii) must have rules prohibiting the distribution of its assets and income to its members.~~

~~(d) Entities to which the Surplus Assets may be distributed pursuant to 29(c) must be either:~~

~~(i) an incorporated association under the Act;~~

~~(ii) a company limited by guarantee that is registered as mentioned in section 150 of the Corporations Act 2001 (Cwth); or~~

~~(iii) a co-operative registered under the Co-operatives Act 2009 that, at the time of the distribution, is a non-distributing co-operative as defined in that Act;~~

~~and the entity must comply with both clause 29(c)(i) and clause 29(c)(ii).~~

~~(e) If the Association is wound up or its endorsement as a deductible gift recipient is revoked (whichever occurs first), any surplus of the following assets shall be distributed or transferred to another organisation with similar object, which is charitable at law, to which income tax deductible gifts can be made:~~

- ~~(i) gifts of money or property for the principal purpose of the Association;~~
- ~~(ii) contributions made in relation to an eligible fundraising event held for the principal purpose of the Association; and~~
- ~~(iii) money received by the Association because of such gifts and contributions.~~

30. RESERVE POWERS OF THE FOUNDATION GENERAL MEMBERS

30.1 Reserve Powers

During the period of three (3) years (**Reserve Power Period**) immediately following the General Meeting at which this Constitution is adopted by the Association:

- (a) The Management Committee can only impose an annual levy or a discretionary levy on Members pursuant to Rule 9 if the amount of the levy is approved by a resolution of not less than seven (7) of the Foundation General Members. The resolution must be either:
 - (i) at a meeting of the Foundation General Members convened for that purpose by the Secretary or such other person authorised by the Management Committee from time to time; or
 - (ii) by written resolution of the Foundation General Members prepared and sent to all Foundation General Members for that purpose by the Secretary or such other person authorised by the Management Committee from time to time.
- (b) The Management Committee must include at least one (1) member that is a person nominated by a Foundation General Member pursuant to Rule 6.3.

30.2 Expiry of Reserve Powers

From the expiry of the Reserve Power Period this Rule 30 shall cease to apply.

30.3 Review of Reserve Powers

A review of the reserve powers of the Foundation General Members under Rule 30.1 shall be undertaken by the Management Committee within two years of the adoption of this Constitution. Any extension or amendment of the reserve powers of this Rule 30 can only be made pursuant to Rule 24.2.





CEACA
Supporting Wheatbelt Communities

MINUTES OF CENTRAL EAST ACCOMMODATION & CARE ALLIANCE INC. ANNUAL GENERAL MEETING HELD ON MONDAY, 6 NOVEMBER 2023 AT THE KELLERBERRIN RECREATION & LEISURE CENTRE, LOT 260 CONNELLY STREET, KELLERBERRIN

1. Opening, Attendance and Apologies

The Chairperson opened the meeting at 12.12PM and welcomed all in attendance.

Attendees

Terry Waldron - Chairperson, Richard Marshall - Executive Officer, Jo Trachy - Operations Manager, Darren Mollenoyux - Shire of Bruce Rock, Monica Gardiner & Raymond Griffiths - Shire of Kellerberrin, Ben McKay & Tony Sachse - Shire of Mt Marshall, Codi Brindley-Mullen & Leah Boehme - Shire of Merredin, Gary Shadbolt - Shire of Mukinbudin, Holly Cusack & Rebecca McCall - Shire of Narembeen, Bill Price and Ross Della-Bosca - Shire of Westonia, Quentin Davies (Observer) & Mischa Stratford - Shire of Wyalkatchem, Nic Warren & Wayne Della Bosca - Shire of Yilgarn.

Apologies

Stephen Strange – Shire of Bruce Rock, Lisa Clack & Bradley Anderson – Shire of Merredin, Dirk Sellenger – Shire of Mukinbudin, Peter Klein – Shire of Wyalkatchem, Louis Geier – Shire of Westonia.

2. Declaration of Quorum

It was agreed that there was a quorum at the meeting.

3. Declaration of Interest

Members must declare to the Chairman any potential conflict of interest they may have in a matter before the meeting as soon as they become aware of it. Members and Deputies may be directly or indirectly associated with some recommendations of Central East Accommodation & Care Alliance Inc. If attendees are affected by these recommendations, they must excuse themselves from the meeting and must not participate in deliberations.

There were no declarations of interest made.

4. Confirmation of the Minutes from CEACA 2022 AGM

The Minutes from the Annual General Meeting of CEACA Inc held on Monday, Wednesday, 9th November 2022 were circulated prior to the meeting.

RESOLUTION

It was agreed by all Members that the Minutes from the CEACA Annual General Meeting held on Wednesday, 9th November 2022 be confirmed as a true and accurate record of the proceedings.

5. Presentation of Financial Statements to 30 June 2023

Reporting Officer: Richard Marshall, CEACA Executive Officer

The CEACA Financial Statements for the year ended 30 June 2023 were distributed to all attendees prior to the meeting. The Executive Officer summarised the Financial Statements and advised that the unqualified audit report was signed on 24/10/2023.

There were no queries relating to the Financial Statements.

6. Presentation of Auditor's Report

Reporting Officer: Richard Marshall, CEACA Executive Officer

CEACA Members noted the unqualified audit report and Management Letter from the Auditor, which had been circulated to all members prior to the meeting. There were no queries relating to the audit report.

7. Chairperson's Report

The Chairperson presented his report as follows:

- In reporting to you on the past year, I can say we have had a really solid year, where we have continued to consolidate and refine our operations.
- We have also done a lot of work in preparation for the next stage of our expansion and are extremely hopeful that we will obtain Government funding support to enable us to build a further 56 units across the region.
- Our application for funding is with the State Government and we are awaiting the announcement of the second round of the Federal Government funding in the first half of the new year, but we are ready to go.
- It has been terrific to maintain our high occupancy rates in our units and we are in a very sound financial position, with good reserves and holding \$300k in our Refurbishment Reserve. While I am confident our high occupancy rate will continue for some time, we must always be aware there may be a time where this is not the case.
- It has been disappointing that a couple of our care providers have not been as active in our region and we need to continue to look at all possible options in this area. Right at Home and Avivo have continued to step up in this area and there are other options which we will continue to work with.
- It was great to finally sign off the acquittal with the State Government on our initial project funding, following a lengthy process. Many thanks to the Shire of Merredin for the supportive role they played in holding that funding on our behalf and to Leah Boehme for her assistance with the release of the funds to CEACA.
- As raised recently, we need to hold regular Executive meetings and we must ensure that we do this in 2024. The meetings should be 2 weeks prior to Management Committee meetings and can be via Teams.
- I welcome Narembeen Shire who have joined as a full Member recently and we are really pleased to have them on board. We also have another shire applying for membership.
- CEACA is a fantastic organisation but like every such body, it is the people and their expertise, work and support that drives it and makes things happen. So as your Independent Chair, I would really like to thank all Members of our Management Committee for their involvement, commitment and great expert advice and guidance to the Management Team to ensure we run a terrific operation.
- A big thank you to Members who are leaving us, in particular Quentin Davies, Rod Forsyth and Louis Geier, who have given great service, have been great supporters and strong contributors and been integral to the establishment and ongoing growth and success of CEACA. We would also like to thank Mark McKenzie for his input during his time as Member.
- Thank you to our Executive Committee who have been terrific with providing support and guidance and we look forward to our regular meetings next year.
- Thank you to Elders Real Estate and our Auditors.
- A big thank you to Richard and Jo who work so hard, are both totally invested in CEACA and have done a mighty job in ensuring we provide great units and great services to our clients and have put us in a really sound financial position. I also thank them for all the extra work they have been doing to make the funding applications for our next lot of units and dealing with Government. Thank you again, Richard and Jo.

In closing, I would like to wish you all a safe and happy festive season.

8. Treasurer's Report

EO referred to the earlier reports on the Financial Statements and the auditor's report.

9. Appointment of Officers

Clause 10.2 of the Central East Accommodation & Care Alliance Inc (CEACA) Constitution provides that the Office Bearers of CEACA are the Chairperson, Deputy Chairperson, Secretary and Treasurer. Nominations were invited via email on 2nd October 2023 for the election of the following:

- **Deputy Chairperson**
- **Secretary**
- **Treasurer**



NOTICE OF SPECIAL GENERAL MEETING (SGM)

A Special General Meeting (SGM) for Central East Accommodation and Care Alliance Inc (CEACA) will be held at 12noon at the Merredin Regional Community & Leisure Centre, Bates Street, Merredin on Monday 19 February 2024

Agenda

1. Opening and Apologies
2. Declaration of Quorum
3. Confirmation of Notice of Meeting
4. Confirmation of the Minutes from the 2023 AGM (Attachment 1)
5. Matter for Decision (Special Resolution) - Proposed Constitution
Attachment 2 – Proposed Constitution (marked-up)
Attachment 3 – Explanatory Memorandum
Special Resolution – “To approve the proposed changes to the CEACA Constitution, as shown in the attached marked-up version of the CEACA Constitution (Attachment 2)”.
6. General Business
7. Close of Meeting

Richard Marshall
Executive Officer
22 January 2024

- **One Ordinary Member**

Nominations closed at 5.00pm WST on 30th October 2023. At the close of nominations, the following nominations had been received:

DEPUTY CHAIRPERSON

One nomination received - Gary Shadbolt (Shire of Mukinbudin).

RESOLUTION

It was resolved by the Committee that Gary Shadbolt be appointed as the Central East Accommodation & Care Alliance Inc Deputy Chairperson for until the 2024 Annual General Meeting.

SECRETARY

One nomination received - Mischa Stratford (Shire of Wyalkatchem).

RESOLUTION

It was resolved by the Committee that Mischa Stratford be appointed as the Central East Accommodation & Care Alliance Secretary until the 2024 Annual General Meeting.

It was acknowledged that the duties of the Secretary may be delegated to CEACA Management team whenever required.

TREASURER

There were no nominations received.

RESOLUTION

Following discussion it was resolved by the Committee that Holy Cusack be appointed as the Central East Accommodation & Care Alliance Inc Treasurer for until the 2024 Annual General Meeting.

It was acknowledged that the duties of the Treasurer may be delegated to CEACA management team whenever required.

CEACA MEMBER REPRESENTATIVES

In accordance with Item 6.3 of the CEACA Inc Constitution, it was agreed that the persons listed below have been elected by the Members to be their representatives until the next AGM:

Stephen Strange - Shire of Bruce Rock, Monica Gardiner - Shire of Kellerberrin, Tony Sachse - Shire of Mt Marshall, Bradley Anderson - Shire of Merredin, Gary Shadbolt - Shire of Mukinbudin, Holly Cusack – Shire of Narembeen, Ross Della-Bosca - Shire of Westonia, Mischa Stratford - Shire of Wyalkatchem, Wayne Della Bosca - Shire of Yilgarn

10. General Business

There was no general business to discuss.

11. Meeting Closure

There being no further business, the meeting was declared closed at 12.30pm.

DECLARATION

These minutes were confirmed by the Central East Accommodation & Care Alliance Inc at the Annual General Meeting held on _____ 202_.

Signed _____

Person presiding at the meeting at which these minutes were confirmed.