



17 Queen Street, Pingelly
Western Australia 6308
Telephone: 9887 1066
admin@pingelly.wa.gov.au

Council Agenda

Shire of Pingelly

Ordinary Council Meeting

19 April 2023

DISCLAIMER

No responsibility whatsoever is implied or accepted by the Shire of Pingelly for any act, omission or statement or intimation occurring during Council or Committee meetings or during formal/informal conversations with staff. The Shire of Pingelly disclaims any liability for any loss whatsoever and howsoever caused arising out of reliance by any person or legal entity on any such act, omission or statement or intimation occurring during Council or Committee meetings or discussions. Any person or legal entity that act or fails to act in reliance upon any statement does so at the person's or legal entity's own risk.

In particular and without derogating in any way from the broad disclaimer above, in any discussion regarding any planning application or application for a licence, any statement or limitation of approval made by a member or officer of the Shire of Pingelly during the course of any meeting is not intended to be and is not taken as notice of approval from the Shire of Pingelly. The Shire of Pingelly warns that anyone who has an application lodged with the Shire of Pingelly must obtain and only should rely on WRITTEN CONFIRMATION of the outcome of the application, and any conditions attaching to the decision made by the Shire of Pingelly in respect of the application.

MISSION STATEMENT

To enhance the quality of life for the people of Pingelly through the provision of leadership, services and infrastructure.

Shire of Pingelly



Notice of Meeting

Notice is given that a meeting of the Council will be held in the Council Chambers, 17 Queen Street, Pingelly on 19 April 2023, commencing at 2.00pm.

Your attendance is respectfully requested.

Disclaimer

The recommendations contained in this agenda are officers' recommendations only and should not be acted upon until Council has resolved to adopt those recommendations. The resolutions of Council should be confirmed by perusing the minutes of the Council meeting at which these recommendations were considered. Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Councils decision.

A handwritten signature in black ink, appearing to be "Andrew Dover", written in a cursive style.

Andrew Dover
Chief Executive Officer

PUBLIC QUESTION TIME INFORMATION

The Shire of Pingelly welcomes community participation during public question time. This document is to be read in conjunction with the *Shire of Pingelly Standing Orders Local Law 2017* and the *Local Government Act 1995* and the *Local Government (Administration) Regulations 1996*.

1. A member of the public who raises a question during question time must:
 - a. be in attendance at the meeting;
 - b. first state their name and address;
 - c. direct the question to the Presiding Member;
 - d. ask the question briefly and concisely;
 - e. limit any preamble to matters directly relevant to the question; and
 - f. ensure that the question is not accompanied by any expression of opinion, statement of fact or other comment, except where necessary to explain the question.

2. Each member of the public with a question is entitled to ask up to 3 questions before other members of the public will be invited to ask their questions.

3. Where a member of the public seeks a written response to their questions to be tabled at a meeting, the member of the public must submit their questions to Council by no later than 12 noon on the day prior to the meeting date of which the response is to be tabled.

4. Where a member of the public submits their questions after 12 noon on the day prior to the meeting date of which the response is to be tabled, a written response may be provided at the discretion of the presiding member.

5. Where a member of the public submits a written question after 12 noon the day prior to the meeting at which they are to be tabled, a verbal response may be provided at the meeting.

6. A member of the public may ask questions without notice at a meeting, provided they present a written copy of their questions to Council prior to the commencement of the meeting.

Questions may be submitted by e-mail to admin@pingelly.wa.gov.au.

TABLE OF CONTENTS

DISCLAIMER	1
Notice of Meeting.....	2
Disclaimer.....	3
1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS	5
2. ACKNOWLEDGEMENT OF COUNTRY	5
3. ANNOUNCEMENTS BY THE PRESIDING MEMBER	5
4. RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE	5
5. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE.....	5
6. PUBLIC QUESTION TIME	5
7. APPLICATIONS FOR LEAVE OF ABSENCE	5
8. DISCLOSURES OF INTEREST	5
9. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS.....	5
9.1 Ordinary Meeting – 15 March 2023.....	5
10. PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS	5
11. ITEMS BOUGHT FORWARD DUE TO PERSONS ATTENDING	5
12. REPORTS OF COMMITTEES.....	6
12.1 Reports of Committees of Council	6
12.2 Reports of Council Delegates on External Committee	6
13. REPORTS FROM COUNCILLORS	7
13.1 Cr William Mulroney (President)	7
13.2 Cr Jackie McBurney (Deputy President)	7
13.3 Memorials.....	7
14. OFFICE OF THE CHIEF EXECUTIVE OFFICER	8
14.1 WALGA Annual General Meeting and WA Local Government Convention 2023	8
14.2 Council Delegates to Committees.....	10
14.3 Pingelly Youth Network Terms of Reference	11
14.4 Early and Reliable Rates Incentive Sponsorship Policy	15
14.5 Proposed Relocation of the Childcare Facilities.....	19
15. DIRECTORATE OF CORPORATE AND COMMUNITY SERVICES.....	45
15.1 Monthly Statement of Financial Activity – March 2023	45
15.2 Accounts Paid by Authority – March 2023	64
16. DIRECTORATE OF WORKS.....	79
16.1 Proposed Outbuilding	79
17. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN	84
18. NEW OR URGENT BUSINESS INTRODUCED BY DECISION OF THE MEETING	84
19. CONFIDENTIAL ITEMS	84
19.1 Request for Tender 01/2023 Provision of GP Services	84
20. CLOSURE OF MEETING	84

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Chairman to declare the meeting open.

2. ACKNOWLEDGEMENT OF COUNTRY

We acknowledge the Noongar people of this area and recognise their continuing connection to land, waters and community. We pay respect to both the Aboriginal and non-Aboriginal people past, present and emerging.

3. ANNOUNCEMENTS BY THE PRESIDING MEMBER

4. RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

5. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

6. PUBLIC QUESTION TIME

7. APPLICATIONS FOR LEAVE OF ABSENCE

8. DISCLOSURES OF INTEREST

9. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

9.1 Ordinary Meeting – 15 March 2023

Statutory Environment:

Section 5.22 of the *Local Government Act* provides that minutes of all meetings are to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

Voting Requirements:

Simple Majority

Recommendation:

That the Minutes of the Ordinary Meeting of the Council of the Shire of Pingelly held in the Council Chambers on 15 March 2023 be confirmed.

Moved: _____ Seconded: _____

10. PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

11. ITEMS BOUGHT FORWARD DUE TO PERSONS ATTENDING

12. REPORTS OF COMMITTEES

12.1 Reports of Committees of Council

- Audit & Risk Committee Full Council
- Bush Fire Advisory Committee Member – Cr Narducci
Deputy – Cr Hotham
- Chief Executive Officer Performance Review Committee Member – Shire President
Member– Deputy President
Member – Cr Hotham

12.2 Reports of Council Delegates on External Committee

- Central Country Zone of WALGA Delegate – Shire President
Delegate – Deputy President
Deputy – Cr Wood
- Hotham-Dale Regional Road Sub-Group Delegate – Shire President
Deputy – Cr Oliveri
- Pingelly Recreation & Cultural Centre Board Member – Shire President
Deputy – Deputy President
- Development Assessment Panel Delegate – Shire President
Delegate – Cr Wood

Deputy – Oliveri
Deputy – Cr Hotham
- Pingelly Tourism Group Delegate – Cr Hotham
Deputy – Cr Narducci
Deputy – Cr Singh
- Shires of Pingelly and Wandering Joint Local Emergency Management Committee Delegate – Shire President
Deputy – Deputy President
- Pingelly Youth Network Delegate – Cr Narducci
Deputy – Deputy President
- Pingelly Somerset Alliance Delegate – Shire President
Deputy – Deputy President
- Pingelly Early Years Network Delegate – Deputy President
- Pingelly Community Wellbeing Plan Working Group Delegate – Deputy President

13. REPORTS FROM COUNCILLORS

13.1 Cr William Mulroney (President)

MARCH

Personal Leave.

APRIL

6th Blessing of the Roads ceremony at the Driver Revivor Station, Parade Street, Pingelly.

11th Pingelly Somerset Alliance April Meeting.

12th President, Deputy President and CEO Meeting Agenda Briefing

13.2 Cr Jackie McBurney (Deputy President)

MARCH

20th Community Builders Workshop

22nd Visit to Bold Park Primary School

22nd PRACC board Meeting

29th Business after hours BBQ

31st Staying in Place Expo

APRIL

12th President, Deputy President and CEO Meeting Agenda Briefing

13.3 Memorials

The Chairman to ask Councillors if there are any memorials or commemorations to be noted in the minutes.

14 OFFICE OF THE CHIEF EXECUTIVE OFFICER

14.1 WALGA Annual General Meeting and WA Local Government Convention 2023

File Reference: ADM0088
Location: Not Applicable
Applicant: Not Applicable
Author: Chief Executive Officer
Disclosure of Interest: Nil
Attachments: Nil
Previous Reference: Nil

Summary

For Council to nominate two (2) Council voting delegates and other attendees for the 2023 WALGA Annual General Meeting, to be held in Perth on 18 September 2023, as part of the Annual Local Government Convention (18-19 September).

Background

The 2023 WA Local Government Convention & Trade Exhibition (Local Government Week) will be held Monday and Tuesday 18 -19 September 2023 at the Crown Perth, with the Opening Welcome Reception being held on the evening of Sunday 17 September 2023.

In accordance with previous Local Government Weeks, WALGA will hold its Annual General Meeting, to discuss and consider local government industry issues during the Convention. Each member Council of WALGA has the ability to elect two (2) voting delegates to participate at the WALGA Annual General Meeting (non-voting delegates are also able and encouraged to attend).

Comment

Attendance at the annual WA Local Government Convention is open to all Councillors. Registration fees, travel and accommodation expenses will be paid by the Shire in advance for any Elected Member(s) attending the WA Local Government Convention.

As a member of WALGA, it is important that Council also attend WALGA's Annual General Meeting, requiring the election of voting delegates by Council.

Consultation

Nil

Statutory Environment

Nil

Policy Implications

Policy 4.10 Councillor Training Policy notes that WALGA training is an eligible training activity for Councillors.

Financial Implications

Anticipated costs are approximately \$2,500 per delegate comprising registration of \$1,750; accommodation of approximately \$600 per delegate, plus meals and other miscellaneous expenses.

Strategic Implications

Goal 5	Innovation Leadership and Governance
Outcome 5.8	A strong corporate governance framework is maintained
Strategy 5.8.2	Ensure compliance with legislative requirements and excellence in business performance

Risk Implications

Risk	Risks relevant to this decision of Council are relatively low, and include the financial impact of the convention, and the reputational risk if no delegates were present to vote at the WALGA AGM.
Risk Rating (Prior to Treatment or Control)	Low (4)
Principal Risk Theme	Financial, Reputational
Risk Action Plan (Controls or Treatment Proposed)	Nil

Risk Matrix

Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements:

Simple Majority

Recommendation:

That Council

- Nominate Councillors _____ and _____ as the Shire’s Voting Delegates for the WALGA Annual General Meeting to be held in Perth on 18 September 2023.**
- Endorse Councillor/s _____ to attend the 2023 Western Australian Local Government Convention.**

Moved: _____ Seconded: _____

14.2 Council Delegates to Committees

File Reference: Nil
Location: Not Applicable
Applicant: Not Applicable
Author: Chief Executive Officer
Disclosure of Interest: Nil
Attachments: Nil
Previous Reference: Nil

Summary:

Council to consider reviewing and appointing members, delegates and deputies to Committees(internal and external).

Background:

Following the Shire President's recent personal leave, the President has requested to step back from being the Council Delegate on two external committees. These committees are:

- Pingelly Recreation & Cultural Centre Board Member – Shire President
Deputy – Deputy President
- Shires of Pingelly and Wandering Joint Delegate – Shire President
Local Emergency Management Committee Deputy – Deputy President

Comment:

The Deputy President has volunteered to step into these committees as the delegate, with the President as her Deputy.

Consultation:

President, Deputy President and Chief Executive Officer.

Statutory Environment:

Nil

Policy Implications:

Nil

Financial Implications:

Nil

Voting Requirements:

Simple Majority

Officer's Recommendation:

That Council appoints the following Councillors to the following external committees:

- **Pingelly Recreation & Cultural Centre Board** Member – Deputy President
Deputy – Shire President
- **Shires of Pingelly and Wandering Joint** Delegate – Deputy President
Local Emergency Management Committee Deputy – Shire President

with the appointments to the Pingelly Recreation & Cultural Centre Board subject to the approval of that Board.

Moved:_____Seconded:_____

14.3 Pingelly Youth Network Terms of Reference

File Reference:	Nil
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Chief Exclusive Officer
Disclosure of Interest:	Nil
Attachments:	Pingelly Youth Network Terms of Reference (with track changes)

Summary

Council is requested to endorse the revised Pingelly Youth Network Terms of Reference as attached and advertise expressions of interest for community members to sit on the Network.

Background

The Pingelly Youth Network (PYN) is a working group which meets regularly, at least every four months. Recently the PYN has been meeting more frequently than this. The PYN is comprised of community members as well as representatives of community groups and Government Agencies who are involved in the wellbeing of young people in Pingelly. This groups was formed in 2020 with an agreed Terms of Reference and an expression of interest process to select community members. There is now one community member remaining on the group.

Comment

The initial focus of the PYN was to develop the Pingelly Youth Strategy Network. Now that this is completed, the focus is to implement the outcomes and actions of this strategy and engage with young people in the community. The majority of the group has changed since its establishment due to staff turnover in the member organisations.

Following this shift in focus and the time that has transpired from the initial establishment of the group, it is timely to review the Terms of Reference and to readvertise for community members of the group.

Only minor changes are proposed to the Terms of Reference, including:

- Listing the member organisations; and
- Including provision for a deputy representative from member organisations to attend.

Consultation

Nil

Statutory Environment

Nil

Policy Implications

Nil

Financial Implications

Nil

Strategic Implications

Goal 2	Community
Outcome 2.5	The young, older people and people with disability feel valued and have access to resources which provide opportunities for their development and enjoyment.

Risk Implications

Risk	Not recruiting for new community members will ensure that new and relevant input is not
------	---

	considered, impacting the quality of discussion and decisions by individual organisations.
Risk Rating (Prior to Treatment or Control)	Low
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Nil

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements:

Simple Majority

Officer’s Recommendation:

That Council:

1. Adopt the revised Pingelly Youth Network Terms of Reference as attached; and
2. Advertise expressions of interest for community members to sit on the Pingelly Youth Network.

Moved: _____ Seconded: _____

Terms of Reference

Pingelly Youth Network



Shire of
Pingelly

17 Queen Street, Pingelly, WA, 6308
pingelly.wa.gov.au | 08 9887 1066
admin@pingelly.wa.gov.au

Purpose and objective

1. The primary purpose and objective of the Pingelly Youth Network (PYN) is to:
 - establish a group of people from various sectors of the community who can work together on a regular basis to support young people in Pingelly.
 - contribute to the implementation and evaluation of the Pingelly Youth Strategy.
 - be recognised as the initial point of contact to discuss and coordinate responses to emerging needs and issues affecting young people within Pingelly.
 - share knowledge, expertise, information and resources with members of the group to support continuous improvement and inform decision making.

Membership

2. The PYN will include representatives of the following interested community groups:
 - a) Moorditj Youth Foundation Aboriginal Corporation
 - b) Pingelly Early Years Network
 - c) Pingelly Primary School
 - d) Pingelly Recreation & Cultural Centre
 - e) Shire of Pingelly Councillor
 - f) Shire of Pingelly Staff as relevant
 - g) WA Police
 - h) Youth of the Year

These groups are responsible to appoint a delegate to attend. This delegate may send a deputy to ensure representation at every meeting.
3. The PYN will include three positions from the general community through an expression of interest process, to be selected by the Community Development Officer. Selection shall be based on:
 - a) being a Shire of Pingelly resident or ratepayer
 - b) representing the Pingelly community
 - c) an active interest to support young people in Pingelly
 - d) ability to commit to the total hours required for the planning meetings
 - e) willingness to work collaboratively with other members of the Group, to fairly represent the community and cross-promote community events
 - f) willingness to liaise with the Community Development Officer on strategies and opportunities to support young people in Pingelly.
4. Members appointed to the Group are not entitled to a sitting fee, or any such type of remuneration.

Length of term

5. The PYN will meet for an ongoing basis. The term of this Group may otherwise be ended by resolution of Council.

Meetings

6. The schedule of meetings will be in accordance with the project timeline requirements and are expected to be a minimum of one meeting every four months.

Delegation

7. This Group has no delegated authority to make any decisions for or on behalf of Council. Any such decisions require a separate report to Council.

Quorum

8. Not applicable.

Reporting

9. The Shire of Pingelly Councillor is responsible to report back to Council on the activities of the PYN.

Variations

10. Any variations to these Terms of Reference are to be endorsed by the Working Group.
Version dated: 29/03/2023

14.4 Early and Reliable Rates Incentive Sponsorship Policy

File Reference: ADM0487
Location: Not Applicable
Applicant: Not Applicable
Author: Chief Executive Officer
Disclosure of Interest: Nil
Attachments: Proposed Policy – 5.19 Early and Reliable Rates Incentive Sponsorship Policy
Previous Reference: Nil

Summary

Council is requested to review and endorse proposed Early and Reliable Rates Incentive Sponsorship Policy as attached.

Background

A Policy is a concise statement of strategic objectives or principles that give effect to the local government's obligations or objectives, minimise risk, guide subsequent decisions and actions and ensure that the community is served in an open, accountable, consistent and sustainable manner.

It has been identified that there is no existing policy in place relating to sponsorship of the existing Early Rates Incentive prize. A number of businesses have reliably sponsored this prize for several years and there is no existing process for other businesses to also sponsor this prize. There also is no framework for the benefits of sponsorship.

Comment

The proposed policy seeks to formalise the current practice while also providing for the Shire to advertise for expressions of interest for rates related sponsorship at least every 3 years. The aim of this is to provide a consistent and fair approach to this sponsorship opportunity and to maximise the opportunity for the Shire. The Shire has been approached by additional businesses interested in this sponsorship opportunity and is seeking to establish a transparent approach and process to consider this and future requests.

In addition to the existing Early Rates Incentive prize, a Reliable Rates Incentive prize has been included. This prize is for those who have paid their rates in full at the end of the financial year. It is designed to include those that may not afford to pay their rates in one instalment, but consistently pay their rates. This prize replaces the fourth Early Rates Incentive prize.

Sponsorship levels have been created, providing demonstrated value for money for sponsorships.

The value of the prizes will be determined by Council at budget time. This consideration will largely depend on the number and level of sponsorships.

Statutory Environment

Section 2.7(2)(b) of the *Local Government Act 1995* provides that one of the functions of a Council is to determine the local government's policies.

Policy Implications

Policy 2.1 Policy Manual

Financial Implications

Nil

Strategic Implications

Goal 5	Innovation Leadership and Governance
Outcome 5.8	A strong corporate governance framework is maintained.

Strategy 5.8.1	Maintain strategic and corporate planning documents as outlined in the Integrated Planning and Reporting Framework
Action 5.8.1.5	Review Council policies

Risk Implications

Risk	In order to maintain transparency and to facilitate appropriate decision making processes, it is imperative that policy statements reflect the current position of Council and work practices at the Shire as well as best practice approaches.
Risk Rating (Prior to Treatment or Control)	Medium (6)
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Nil

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements:
 Absolute Majority

Recommendation:
 That Council endorse the proposed Early and Reliable Rates Incentive Sponsorship Policy as attached.

Moved: _____ Seconded: _____

5.19 Early and Reliable Rates Incentive Sponsorship Policy

1. PURPOSE

- 1.1 The purpose of this Policy is to provide a consistent and fair approach to the Early and Reliable Rates Incentive Sponsorship.

2. SCOPE

- 2.1 This Policy is applicable to the Shire of Pingelly and its operations.

3. DEFINITIONS

- 3.1 **Early Rates Incentive** is a cash or other incentive to a ratepayer who has paid on time and in full, chosen on a random basis through draws.
- 3.2 **Reliable Rates Incentive** is a cash or other incentive to a ratepayer who has paid their rates in full on 30 June, chosen on a random basis through draws.
- 3.3 **Sponsorship** is the purchase of the right to associate the sponsor's name, products and/or services in return for agreed benefits.

4. POLICY STATEMENT

- 4.1 The Shire conducts Early Rates Incentive prize draws to select first, second, third and alternatives to encourage ratepayers to pay their rates on time and in full for the year.
- 4.2 Only ratepayers who have paid their rates early and in full are eligible for the Early Rates Incentive prizes.
- 4.3 The Shire also conducts a Reliable Rates Incentive prize draw including an alternative, to encourage ratepayers to pay their rates on time.
- 4.4 Only ratepayers who have a \$0 or credit balance as at 30 June of the last full financial year are eligible for the Reliable Rates Incentive prizes.
- 4.5 The Early and Reliable Rates Incentive prizes are determined by Council at the adoption of the budget or shortly thereafter.
- 4.6 The value of Early and Reliable Rates Incentive prizes may be aligned to individual sponsors, or a combination of sponsors.
- 4.7 The Early and Reliable Rates Incentive will be funded through sponsorship from local businesses and the Shire.
- 4.8 The Shire will advertise for expressions of interest for sponsors for the Early and Reliable Rates Incentive at least every 3 years.
- 4.9 Sponsorship levels are:

Levels	Benefits	Cost
Platinum	<ul style="list-style-type: none"> • Tri-folded A4 or DL flyer or business card in the envelope alongside Rates Notice • Short description and business contact details on Rates Notice • Acknowledgement and Logo on Rates Notice 	\$1,000
Gold	<ul style="list-style-type: none"> • Business card in the envelope alongside Rates Notice • Short description and business contact details on Rates Notice • Acknowledgement and Logo on Rates Notice 	\$500
Silver	<ul style="list-style-type: none"> • Short description and business contact details on Rates Notice • Acknowledgement and Logo on Rates Notice 	\$300
Bronze	<ul style="list-style-type: none"> • Acknowledgement and Logo on Rates Notice 	\$200

- 4.10 Flyers and business cards are to be provided by the sponsor.

4.11 The Shire will select suitable sponsors in accordance with the *Shire of Pingelly Sponsorship Policy 5.16*

4.12 Sponsors are to be local businesses only.

5 RELATED DOCUMENTATION / LEGISLATION

Shire of Pingelly Sponsorship Policy 5.16

6 REVIEW DETAILS

Review Frequency	Bi-Annually
Council Adoption	

14.5 Proposed Relocation of the Childcare Facilities

File Reference:	Nil
Location:	Shire of Pingelly
Applicant:	Nil
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Proposed Early Learning Centre Concept Plan Proposed Early Learning Centre Submissions Draft Lease of a portion of 10 Community Place (former Bowling Club building)

Summary:

Council to consider the feedback received following the community consultation on the proposal to relocate the Childcare facilities to the former Bowling Club building.

Background:

On 14 December 2022, Council at the Ordinary Council Meeting resolved:

Council Motion: 13205

That Council advertise the Youth Precinct Concept Plan and proposal to relocate the Childcare facilities to the old Bowling Club widely to the community, particularly to young people and to key stakeholders.

While the consultation for the Youth Precinct Concept Plan is still underway, staff have carried out extensive consultation with key stakeholders and the wider community in relation to the proposal to relocate the Childcare facilities to the old Bowling Club. These key stakeholders include two playgroups, REED (Regional Early Education and Development) Childcare and the five (5) units on Community Place due to their proximity to the proposed location.

Consultation:

This proposal was advertised in the Pingelly Times on 21 and 28 March as well as communicated directly to two playgroups, REED childcare and the five (5) units on Community Place. Several on site meetings were held with the two playgroups and REED Childcare as the current childcare provider. Consultation letters were sent to the residents in the five (5) units on Community Place.

As a result of this consultation, useful feedback on the plans were received as well as three submissions - two from playgroup parents/organisers (Submissions 1 & 2) and the third from a resident on Community Place (Submission 3). These are attached.

In addition, the Shire has received correspondence from REED seeking next steps to proceed with this proposal. REED, if selected as the childcare operator have proposed

- Operating 4-5 days day care, increased from 2 currently;
- Commencing an out of school hours care service;
- Commencing a pre-kindy class if child numbers permit; and
- Applying for a grant for the fit out of the Childcare lease area and playground.

In summary, the key stakeholders are eager for extended day care days and out of school hours care to commence.

With Submissions 1 & 2 there is tentative support for the concept. There are concerns regarding the amount of money that is currently budgeted for this project (\$50,000) and that the current plans lack necessary detail at this stage, to attain the required standards.

It should be noted that Playgroups WA are supportive of the proposal and have offered to apply for grants to assist with the fit out of the playground area and playground.

Submission 3 relates to the proposed access via Community Place and requests speed restrictions e.g. speed humps to be installed. This is a suitable solution to the increased traffic. Alternatively, a solution in the long term would be to provide access from Brown Street.

Comment:

Following on from the feedback above and attached, it is considered appropriate to split the proposal into two stages with the Childcare facilities as Stage 1 and the playgroup facilities as Stage 2.

Stage 1 – Childcare Facilities

In the light of the community support extended day care days and out of school hours care, it is recommended that the process to commence negotiations with REED for a lease in accordance with the following:

- Compliance with the Shire of Pingelly’s *Council Policy 7.6 Property Leased to Community Groups* (provisions below in Policy Implications);
- Cleaning, interior and playground maintenance to be the responsibility of REED;
- Be on a peppercorn basis of \$1 per year;
- Be for a period of 10 years commencing at the completion of the renovations;
- Interior painting, furnishings and exterior playground be the responsibility of REED.
- Specify minimum provision of Childcare services between 8:00am – 5:00pm, 4 days per week;
- If there is sufficient demand for a 5 day per week service, that this be provided; and
- Specify an Out of School Hours Care service to be commenced.
- Utility costs to be the responsibility of REED.

This will then allow the lease process to proceed, works to occur and the Childcare to commence operation 4-5 days per week, without undue delay.

Stage 2 – Playgroup Facilities

In the light of the submissions provided from Playgroup Parents/Organisers, it is recommended that the Shire continues to work with the Playgroups to develop a costed works schedule and provides assurance to the Playgroups that they can remain in the current premises on Queen Street until an improved facility is provided.

Statutory Environment:

Local Government Act 1995, Section 3.58

LOCAL GOVERNMENT (FUNCTIONS AND GENERAL) REGULATIONS 1996 - REG 30

30 . Dispositions of property excluded from Act s. 3.58

(1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.

(2) A disposition of land is an exempt disposition if —

- (a) the land is disposed of to an owner of adjoining land (in this paragraph called the transferee) and —
 - (i) its market value is less than \$5 000; and
 - (ii) the local government does not consider that ownership of the land would be of significant benefit to anyone other than the transferee;or
- (b) the land is disposed of to a body, whether incorporated or not —**
 - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and**

- (ii) **the members of which are not entitled or permitted to receive any pecuniary profit from the body’s transactions;**

Emphasis added.

There is no requirement to advertise this lease as the disposal of property as REED is a not-for profit incorporated association and a charity registered with the Australian Charities and Not-for-profits Commission. Any surplus is reinvested to support the provision of care and education. The above highlighted exclusion applies in this case.

Policy Implications:

Council Policy 7.6 Property Leased to Community Groups

- 4.1 The Shire leases and licenses land and buildings at its discretion to local community groups on a cost neutral basis to the Shire. As such, the lease or licence agreement should include the following:
 - 4.1.1 Lease establishment fee to partially cover legal costs in the development of the lease agreement of \$250.
 - 4.1.2 Utility (water, electricity etc). charges, waste collection rates and emergency services levy are to be met by the community group.
 - 4.1.3 Satisfactory insurance cover for contents of the building, public liability and other relevant insurance for activities being carried by the community group.
 - 4.1.4 The Shire will provide building insurance for the structure.
 - 4.1.5 Cost of repairs and alterations are to be met by the community group to ensure that the building is kept in the same or better condition than at the start of the lease.
- 4.2 Any alterations and repairs to any leased building must to be approved by the Chief Executive Officer prior to work being carried out.

Financial Implications:

An allowance has been made in the annual budget of \$50,000 for this work. This is more than sufficient for Stage 1 works. The cost Stage 2 works are pending a costed works schedule. Any further funding required can be considered during the budget process for the 23/24 financial year.

Strategic Implications:

Goal 2	Community
Outcome 2.1	Social services and facilities are designed and delivered in a way that fits community needs and aspirations
Strategy 2.1.1	Continue to support the development of and access to core aged care and health services and facilities, e.g. PAAA, Medical Centre
Outcome 2.4	People have access to attractive community facilities, activities and events which support activity and health, community involvement and enjoyment of life.
Strategy 2.41	Provide a range of community facilities and associated services in a way that maximises use and community activity.

Risk Implications:

Risk	Continuation of limited daycare services will impact on the Shire and Pingelly’s reputation as a place to live and work.
Risk Rating (Prior to Treatment or Control)	High 12
Principal Risk Theme	Reputational

Risk Action Plan (Controls or Treatment Proposed)	Ensure daycare services are expanded.
---	---------------------------------------

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements:

Simple Majority

Officer's Recommendation:

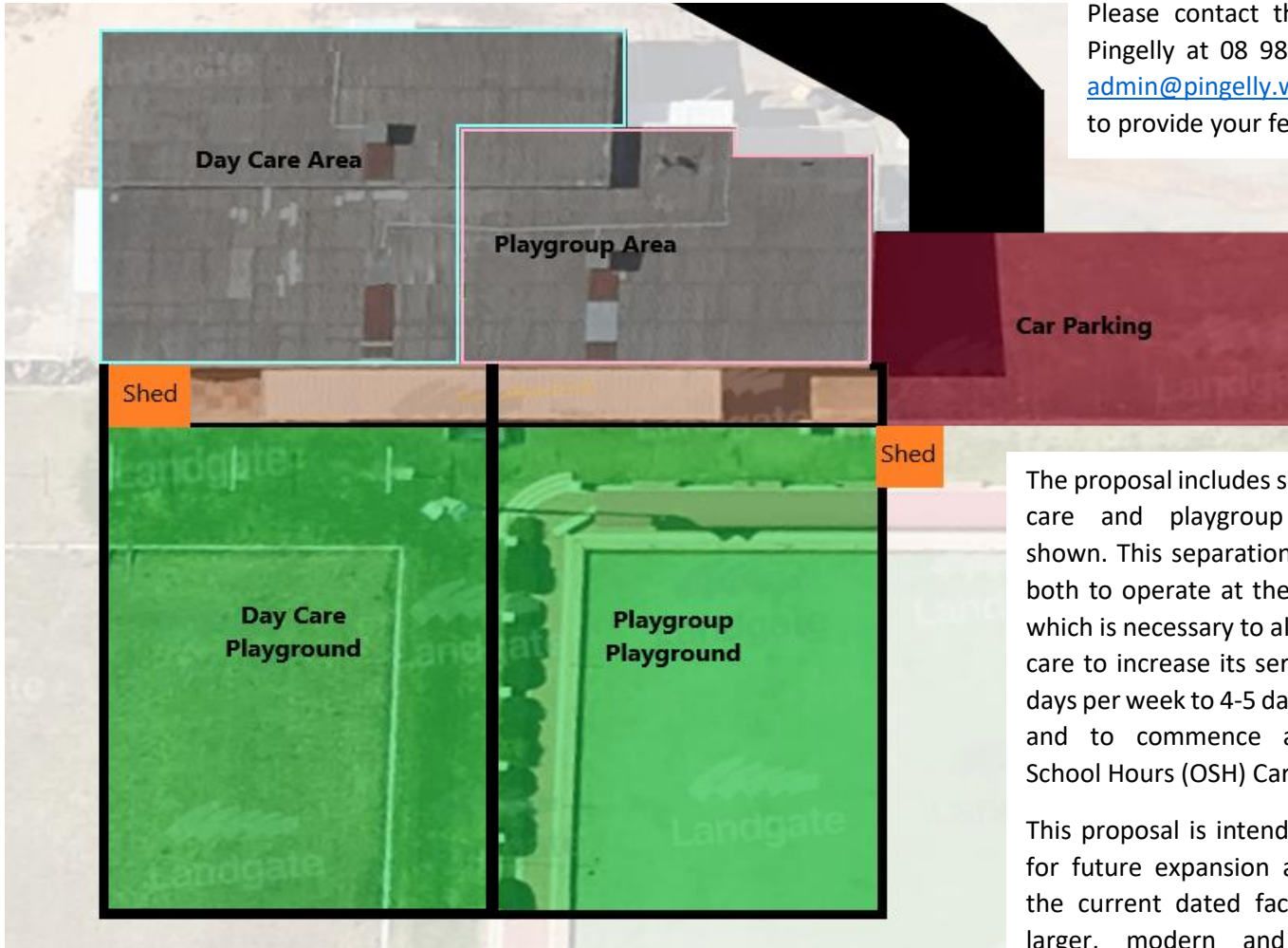
That Council:

- (1) Approves a 10 year lease of a portion of the former Bowling Club at 10 Community Place, Pingelly to Regional Early Education and Development Inc. (REED) in general accordance with the draft lease attached;
- (2) Permits the Chief Executive Officer and Shire President to affix the Common Seal;
- (3) Continues to work with the Playgroups to develop a costed works schedule for consideration in the budget process; and
- (4) Provides assurance to the Playgroups that they can remain in the current premises on Queen Street until an improved facility is provided.

Moved: _____ Seconded: _____

Proposed Early Learning Centre

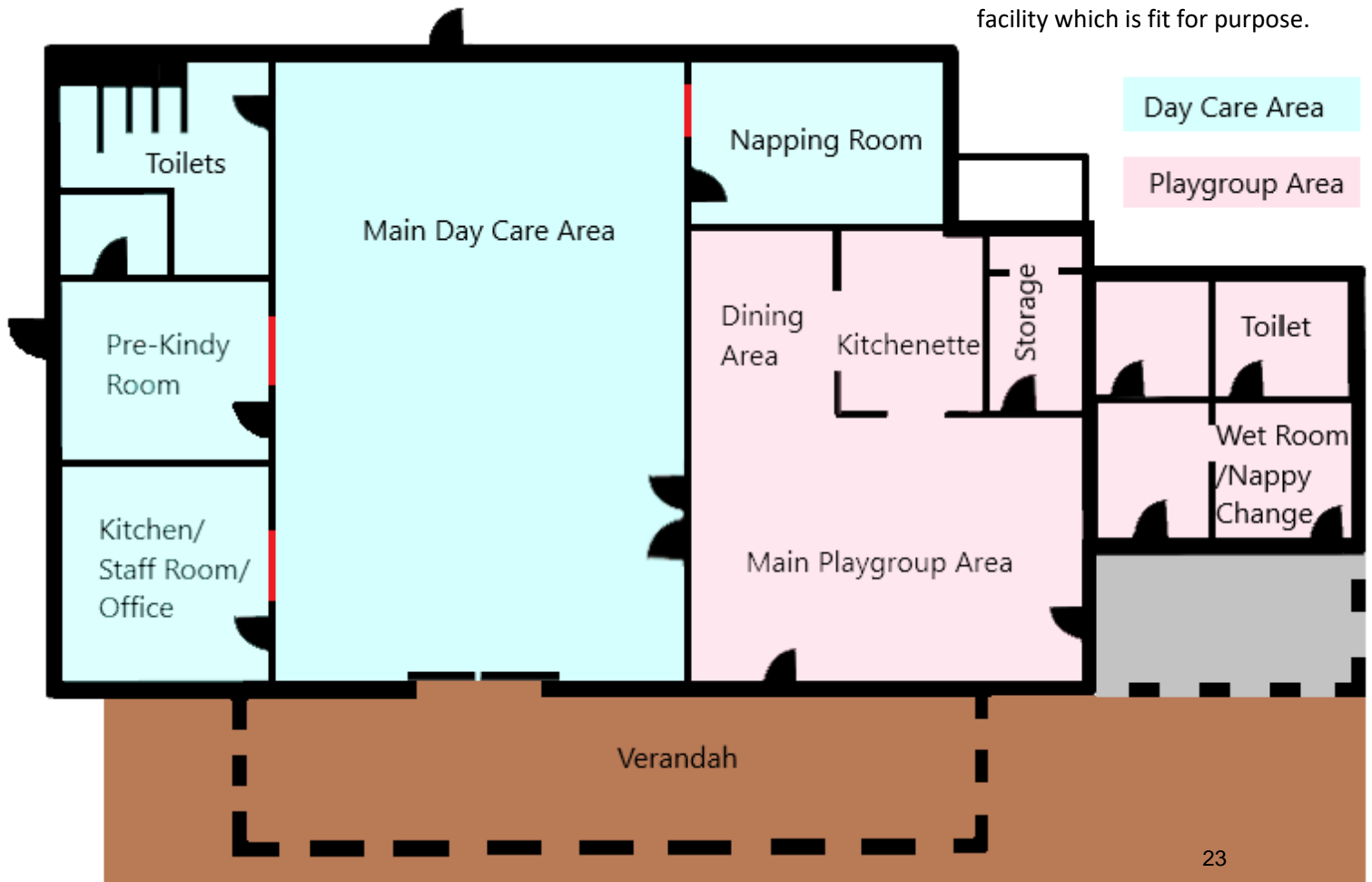
Feedback is requested on a proposal to relocate the day care and playgroups currently located on Queen Street to the old Bowling Club building between Brown Street and New Street (near the Swimming Pools).



Please contact the Shire of Pingelly at 08 9887 1066 or admin@pingelly.wa.gov.au to provide your feedback.

The proposal includes separate day care and playgroup areas as shown. This separation is to allow both to operate at the same time which is necessary to allow the day care to increase its service from 2 days per week to 4-5 days per week and to commence an Outside School Hours (OSH) Care service.

This proposal is intended to allow for future expansion and replace the current dated facility with a larger, modern and improved facility which is fit for purpose.



Submission 1 – Playgroup Parent/Organiser

Firstly, I would like to thank the Shire of Pingelly for considering the optimisation of childcare and early learning in our community. It is great to see this being made a priority and I wholeheartedly support the plans to provide a space for REED to offer a full time day care service.

As president of the Pingelly Playgroup, I have some concerns regarding the proposal. We very much value our current space and could only support a proposal that we feel will guarantee improved or at the very least equivalent amenities. The opinions expressed within this letter are my own, although they have been formed after much discussion with our committee and members. I felt that it would not be fair to officially respond on behalf of our entire membership, as opinions can be many and varied. I do believe however that the issues I am raising are reflective of the discussions we have had at a committee level.

With the current budget and plans, it is very difficult for us as a group to give our approval, as we believe a much larger sum of money and more detailed planning would be required to ensure a building and outdoor area that is fit for purpose. Following is a list of the costs and facilities that we have identified as being necessary to ensure the bowling club building is suitable for Playgroups. These may or may not have already been considered:

- Ramp for prams
- Reconfiguration of heating and cooling for the new spaces
- Reconfiguration of electrics to ensure adequate lighting and power points
- Kitchenette (sink, bench and cabinetry)
- Wet area sink for painting and crafts
- Two external storage sheds with concrete pads
- Fenced in yard with secure gate, shade and adequate surfacing
- New flooring in some areas
- Relocation of fixed outdoor equipment from old to new building
- Toilets for young children and adults
- Shelving in storage room for crafts and equipment to accommodate BOTH Playgroups
- Confirmation in writing of asbestos safety by appropriate authority
- Curtains or blinds
- Section off void with pipes at the back of the building to preclude access by children

I am a passionate believer in the value of Playgroups, especially in rural communities, and I would certainly expect a high level of support from local Government. I also believe that both local Playgroups and Playgroup WA must be willing to work together and contribute to the outcomes we desire here. After discussions amongst these stakeholders, I believe that there is a willingness to work with the Shire of Pingelly to achieve a suitable premises into the future, whether it be in our current building or a new one. Collectively we can provide volunteer time and donated materials, and potentially funds through fundraising and grants. This would however require significant time and effort, so it would be highly disappointing to me if we were required to do this simply to achieve a standard of building that is no better than what we already have available to us.

I understand that there are plans for further grant funding to support the current proposal, and I have faith in the ability of the Shire and REED to secure some extra funding in this way. Without this funding being guaranteed at this stage, and considering the potential costs raised in this letter, I would urge the Shire to allow our Playgroup to remain in the current building until we are absolutely sure that an improved space is achievable. Eventually the proposed Youth Precinct may secure our fate, however in the meantime I feel that youth facilities and services would be most suitably provided at the PRACC where there is access to kitchens, toilets and showers, barbecues, and sporting facilities.

Please don't hesitate to contact me if you would like to discuss my feedback further. I understand that in terms of funding this is a fluid situation, so if the pool of money available is increased at any stage, the stance of our Playgroup may change and we would appreciate

being involved in the decision making process. My sincere thanks you for your time, and for allowing me the chance to provide comment on this important matter within our community.

Submission 2 – Playgroup Parent/Organiser

I'm not in objection to moving of the playgroup, and am supportive if it helps facilitate an improved day care, but have some concerns about the standard and safety of building that will be provided at the bowling club:

1. The asbestos roof is of concern. It was mentioned that the roof has been painted which means that fibres are no longer loose. This seems like a very short-term solution and not an acceptable risk that should be present at a playgroup/daycare. The Shire should be prioritising a replacement roof prior to works commencing at the building, as doing this at a future time will likely cause asbestos fibres to drift to play areas that will be difficult to clean. This should be done before the building is considered a suitable space for children. Has the Shire had a qualified inspector determine that the roof is suitable to remain?
2. Level surfaces between the interior and exterior needs to be provided, so no trip hazards are present.
3. Shade and play surface for the exterior needs to be sufficient. It would be preferred if grass could be installed. The artificial turf gets too hot in the middle of summer.
4. Doors should be modified to something that is see through for safety. A sliding door arrangement is preferred.
5. A door from the toilets directly to the inside is preferred for safety, so exterior doors can be adequately locked and secured.
6. The interior space seems too small. There are no dimensions on the plans to know what size the space is. This document recommends minimum areas per child, noting that additional parents are present at playgroup so the same space should be provided per person. The Shire should refer to these standards, or similar Western Australian equivalent as a guide to appropriate facilities: <https://www.education.sa.gov.au/docs/early-years/early-childhood-facilities-birth-to-age-8-design-standards-and-guidelines.pdf?v=1459296603>
7. Funding and commitment to a certain building standard for the playground/day care should be finalised before funding and grants are sought for redevelopment of the existing building. It feels that if commitments are made to redevelop the youth area by way of grants being received with timelines and deadlines, that there will be added pressure for playgroup to move without the new building being provided to an adequate standard.

Submission 3 – Community Place Resident

Thank you for your correspondence regarding the early learning centre.

While I think it is a great idea to use the existing building, I have one concern, that being, what will be the access to it? Community Place?

This small road is already very busy, and sadly many people do not go slowly past our units. Could a set speed limit be set, or speed humps?

LEASE

SHIRE OF PINGELLY

and

REGIONAL EARLY EDUCATION AND

DEVELOPMENT INC

CONTENTS

CONTENTS	2
LEASE	1
REGIONAL EARLY EDUCATION AND DEVELOPMENT INC	1
of 6 William Kennedy Way Narrogin Western Australia 6312 ("the Lessee").....	1
RECITALS.....	1
OPERATIVE PROVISIONS	1
1.2 Interpretation.....	2
2. LEASE	14
2.2 Term	14
2.3 Rent	14
3. OBLIGATIONS	14
3.1 Rates and taxes	14
3.2 Cleaning.....	14
3.3 Make good damage	14
3.4 Entry by Lessor to view and to repair.....	14
3.5 Abatement of nuisances	15
3.6 Pests.....	15
3.7 No living in premises	15
3.8 Defacing	15
3.9 Rubbish.....	15
3.10 Disorderly Behaviour.....	15
3.11 Compliance with written laws	15
3.12 Permitted Purpose	16
3.13 Insurances.....	16
3.14 (1) Public risk.....	16
3.14(2) Fittings and chattels	16
3.14 Evidence of insurance cover	16
3.15 Not to void insurances	16
3.16 Compliance with insurance regulations.....	17
3.17 Indemnity.....	17
3.18 Alterations and improvements.....	17
3.19 Notice of defects	17
3.20 No security.....	17
3.21 Assignment or subletting.....	17
3.22 Lessee to make good.....	17
3.23 No registration or caveat.....	18
3.24 Interest on arrears	18
3.25 Vandalism.....	18
3.26 Storage of dangerous materials.....	18
4. QUIET POSSESSION	18
5. MUTUAL AGREEMENTS	19
5.1 Default.....	19
5.2 Lessor's powers	20
5.3 Destruction of the Premises.....	20
5.4 Entry by Lessor	20
5.5 Works by Lessor.....	20
5.6 Holding over.....	21
5.7 No waiver	21
5.8 No warranty	21
5.9 Lessor's right to install services.....	22
5.10 Execution of works by Lessor.....	22
5.11 Notices.....	22
6. ESSENTIAL TERMS	23
7. GST	23
SCHEDULE 1	24
SCHEDULE 2 SPECIAL CONDITIONS.....	25
THE COMMON SEAL of SHIRE OF PINGELLY).....	28

LEASE

This Lease dated _____ 2023

PARTIES **SHIRE OF PINGELLY** of 17 Queen Street, Pingelly, Western Australia 6308
 ("the Lessor")

and

REGIONAL EARLY EDUCATION AND DEVELOPMENT INC
of 6 William Kennedy Way Narrogin Western Australia 6312 ("the Lessee")

RECITALS

- A. The Lessor has the Lessor's Interest in the Land.
- B. The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. **INTERPRETATION**

1.1 **Definitions**

In this Lease, unless the contrary intention appears:

"Building" means the building or buildings and all other fixed improvements erected on the Land and includes any additions or alterations;

"Commencement Date" means the commencement date of the Term specified in Item 3 of Schedule 1;

"Land" means the land described in Item 2 of Schedule 1;

"Lessee" if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessee parties means the Lessees and each of them and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees is a corporation includes the successors and permitted assigns of the Lessee;

"Lessee's Covenants" means the covenants, terms and conditions expressed or implied in this Lease and on the part of the Lessee to be performed and observed;

"Lessor" if only one Lessor is a party means the Lessor and the executors, administrators and assigns of the Lessor and if there are two or more Lessors parties hereto means the Lessors and each of them and each of their executors, administrators and assigns and if the Lessor or any of the Lessors is a corporation includes the corporation and its successors and assigns;

"Lessor's Interest" means the Lessor's interest in the Land which interest is described in Item 2 of Schedule I;

"Permitted Purpose" means the purpose specified in Item 6 of Schedule 1;

"Premises" means the premises described in Item 2 of Schedule 1 including all the Lessor's fixtures and appurtenances;

"Rate of Interest" means the general maximum rate of interest charged from time to time by the Lessor on outstanding rates;

"Rent" means the Rent payable by the Lessee pursuant to this Lease;

"Term" means the term of this Lease as specified in Item 3 of Schedule 1 commencing on the Commencement Date and any shorter period in the event of the early determination of the Term.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;
- (d) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Agreement as amended from time to time in accordance with the terms of this Agreement;
- (e) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Agreement;
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for those laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (g) where the words "includes" or "including" are used, they are to be taken to be followed by the words "without limitation", unless the contrary intention appears;
- (h) a reference to any body is:
 - (i) if that body is replaced by another organisation, deemed to refer to that organisation; and
 - (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and
- (i) all dollar amounts specified in this Agreement are in Australian dollars.

2. LEASE

2.1 Lease

The Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.

2.2 Term

The Premises are to be held by the Lessee as tenant for the Term commencing on the Commencement Date and expiring on the expiry date specified in Item 3 of Schedule 1.

2.3 Rent

- (1) The Lessee must pay to the Lessor for the first and each subsequent year of the Term, the Rent specified in Item 4 of Schedule 1.
- (2) The Rent is payable in the manner set out in Item 5 of Schedule 1.

3. OBLIGATIONS

3.1 Rates and taxes

The Lessor must punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local government, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:

- (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
- (b) arise out of or by reason of the method or kind of business carried on by the Lessee.

3.2 Cleaning

The Lessee must keep and maintain the Premises well cleansed and drained in good sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Lessee must observe, perform, discharge, execute and take such sanitary measures and precautions and subject to clause 3.21, construct such works and make such amendments, alterations and additions to the Premises at any time as are during the Term be required by or under any written law.

3.3 Make good damage

At the Lessee's own expense from time to time the Lessee must make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or any other property caused by want of care, misuse or abuse on the part of the Lessee or the Lessee's employees, agents, contractors, invitees, licensees, sub-tenants, or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee under this Lease.

3.4 Entry by Lessor to view and to repair

- (1) The Lessee must permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee

is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee must make good the same in accordance with the notice to the satisfaction of the Lessor.

- (2) The Lessee must permit the Lessor, the Lessor's agents and contractors at all reasonable times and, in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises provided that the Lessor will not cause unnecessary interference with the use of the Premises by the Lessee.

3.5 Abatement of nuisances

- (1) The Lessee must not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of any Act or under any planning scheme, local law or regulation applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee must immediately abate any such nuisance or alleged nuisance.
- (2) The Lessee must 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 premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee must immediately abate the nuisance, disturbance or annoyance.

3.6 Pests

The Lessee must keep the Premises free of ants, cockroaches, termites, rodents, pests and vermin.

3.7 No living in premises

The Lessee must not use or permit the use of any part of the Premises for living or sleeping for any unlawful purpose.

3.8 Defacing

The Lessee must not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Premises unless permitted by the Lessor.

3.9 Rubbish

The Lessee must not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

3.10 Disorderly Behaviour

The Lessee must prevent disorderly behaviour and indecent language at the Premises.

3.11 Compliance with written laws

The Lessee must comply with, carry out and perform the requirements of any Act, ordinance, town planning scheme, local law, regulation or written law or of any notice, requisition or order under a written law applicable to the Premises or the use or occupation of the Premises.

3.12 Permitted Purpose

The Lessee must use the Premises only for the Permitted Purpose or for any other purpose first approved in writing by the Lessor.

3.13 Insurances

The Lessee must, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor the following insurances in relation to the Premises:

3.14 (1) Public risk

- (a) A policy covering public risk which will:
 - (i) be in the name of the Lessee, and provide for a minimum cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or such higher amount as the Lessor specifies; and extend to cover any liability for the death of, or injury to, any person or damage to any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative operating a business on or from the Premises, or sustains the injury or damage as a result of consuming food or drink supplied on or from the Premises or as a result of goods sold on or from the Premises; and
 - (ii) require the insurance company and the Lessee to give the Lessor at least 30 days written notice before either cancellation of the policy or a reduction in its level or extent of cover; and
 - (iii) contain a clause which provides that any claims made by any of the insured parties against any other will be treated as though the claimant were not an insured party and in such instances provide that the insurance company waives its right of subrogation; and
 - (iv) provide cover which is primary and not contributory with any policies effected by the Lessor or the Lessor's managers, agents, employees, representatives or contractors;

3.14(2) Fittings and chattels

- (b) a policy covering the Lessee's fittings, fixtures and chattels contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

3.14 Evidence of insurance cover

- (1) Before taking possession of the Premises, the Lessee must deliver the insurance policies required under this Lease to the Lessor.
- (2) The Lessee must give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

3.15 Not to void insurances

The Lessee must not at any time do or allow anything which may either render the insurances

on the Premises or any part of it void or voidable.

3.16 Compliance with insurance regulations

(1) The Lessor must comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.

3.17 Indemnity

The Lessee must indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with 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 Lessee of the Premises 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 Lessee 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.

3.18 Alterations and improvements

The Lessee must not, without the prior written consent of the Lessor, make or permit to be made any alteration in or additions to the Premises or remove from the Premises any improvement and the Lessee must not cut, maim, or injure, or suffer to be cut maimed or injured, any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.

3.19 Notice of defects

The Lessee must give to the Lessor immediate notice in writing of any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures (excluding light globes) or any plant fittings or equipment in the Premises.

3.20 No security

The Lessee must not mortgage, encumber or change the Premises on this Lease.

3.21 Assignment or subletting

- (1) The Lessee must not without the consent of the Lessor, assign, sublet, transfer or part with possession of the whole or any part of the Premises or the benefit of this Lease or any estate or interest in the Premises or this Lease;
- (2) The provisions of sections 80 and 82 of the *Property Law Act 1969* do not apply to this Lease.

3.22 Lessee to make good

- (1) At the expiration or sooner determination of this Lease:
 - (a) the Lessee must yield up the Premises to the Lessor in the condition required by this Lease; and
 - (b) the Lessee must remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee except for any structural improvements and any fixtures, fittings and chattels provided for the use of the Lessee and which the Lessor determines should remain in the

Premises. The Lessee must not do or allow any damage to the Premises in such removal. If however any damage occurs the Lessee must immediately make it good; and

- (c) the Lessee must remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.
- (2) If the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:
- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
 - (b) treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor may then deal with them in such manner as the Lessor determines. If the Lessor sells them it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it see fit.

3.23 No registration or caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

3.24 Interest on arrears

The Lessee must pay to the Lessor on demand interest at the Rate of Interest plus 2% on all moneys owing by the Lessee but unpaid in breach of the provisions of this Lease for more than 30 days from and including the due date for payment such interest to be calculated on a daily basis on the total of the moneys owing from time to time and computed from and including the due date for payment until the date of actual payment.

3.25 Vandalism

The Lessee must immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is, or is likely to involve, a breach of the peace or become the subject of a report to the police.

3.26 Storage of dangerous materials

Except in accordance with the prior written consent of the Lessor, the Lessee must not store or keep on the Premises any inflammable liquids, acetylene gas, dangerous chemicals or volatile or explosive oils, compounds or substances.

3.27 Special Conditions

The Lessee must observe and perform the special conditions set out in Schedule 2

4. QUIET POSSESSION

If the Lessee pays the Rent and performs its covenants contained in this Lease it will peaceably possess and enjoy the Premises for the Term without any interruption from the

Lessor or any person lawfully claiming through, from or under its subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

5. MUTUAL AGREEMENTS

5.1 Default

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) the Lessee defaults in the payment of any moneys owing to the Lessor other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee; the Lessee is a corporation and an order is made or a resolution is passed for the winding up of the Lessee except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent will not unreasonably be withheld;
- (e) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (f) the Lessee is a corporation and is placed under official management or an administrator is appointed under or pursuant to the provisions of the relevant Corporations Law or enters into a composition or scheme of arrangement;
- (g) the interest of the Lessee under this Lease is taken in execution;
- (h) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- (j) the Lessee abandons or vacates the Premises; or
- (k) the Lessee being an incorporated association is wound up or resolves to be dissolved or wound up voluntarily;

then the Lessor may in addition to its other powers either:

- (i) re-enter on the Premises or any part of them with force if necessary and eject the Lessee and all other persons from and repossess the Premises; or
- (ii) by notice in writing to the Lessee terminate this Lease,

or both.

5.2 Lessor's powers

If the Lessor exercises its powers under clause 5.1, this Lease is to terminate but the Lessee will not be released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance will not be affected. On such determination if the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:

- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
- (b) if the Lessee does not remove or recover them within a month after termination of the Lease, treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor and the Lessor may then deal with them in such a manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it sees fit.

5.3 Destruction of the Premises

- (1) Where the Premises or any part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to make them unfit for the occupation and use of the Lessee, then the Rent or a proportionate part of the Rent, according to the nature and extent of the damage sustained is to abate and all remedies for recovery of the rent or such proportionate part of the rent are to be suspended until the Premises are rebuilt or made fit for the occupation and use of the Lessee.
- (2) If the Lessor does not rebuild the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then either party may terminate this Lease by one month's notice in writing to the other without right or claim for damage by reason of the termination of the Lease but without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of this Lease.
- (3) Nothing in this Lease imposes on the Lessor any obligation to rebuild the Premises or to make the Premises fit for the use and occupation of the Lessee.

5.4 Entry by Lessor

If the Lessee fails to duly and punctually observe or perform any provision of this Lease the Lessor is entitled to carry out the observance or performance of the provision and for that purpose the Lessor or the Lessor's architects, servants, agent, or workmen may if necessary enter the Premises and the cost and expense incurred in the observance or performance together with interest thereon at a rate of 2% per annum greater than the Rate of Interest is to be a debt due by the Lessee to the Lessor and is to be payable on demand and may be recovered by the Lessor in the same manner as if the debt were for rent due under this Lease in arrears by action in law and such cost expense and interest is to be a charge on the term.

5.5 Works by Lessor

- (1) The Lessor may by itself or its agents at all reasonable times enter the Premises or any part of the Premises for any one or more of the following purposes:
 - (a) complying with the terms of any legislation affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;

- (b) carrying out any repairs, alterations or works of a structural nature;
- (c) installing any services such as air-conditioning apparatus, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
- (d) making any repairs which the Lessor may think necessary to the Premises;
- (e) making any improvements or alterations to the adjoining Premises which the Lessor may consider necessary;
- (f) taking inventories of fixtures;
- (g) exercising the powers and authorities of the Lessor under this Lease,

provided that, except in the case of an emergency, the Lessor is to give to the Lessee at least 7 days' prior notice orally or in writing.

- (2) In carrying out the works referred to in this clause the Lessor is not to cause unnecessary interference with the use of the Premises by the Lessee.

5.6 Holding over

If the Lessee holds over the Premises upon the expiry of the Term then a tenancy from year to year is not to be presumed but the tenancy in that event is to be and continue to be a tenancy from month to month at the rental then payable but otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and is to be determinable at the expiration of one month's notice by either party to the other at any time.

5.7 No waiver

- (1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease is to operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease it is not to operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.
- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease will not constitute a waiver by the Lessor of any breach of any provision in this Lease and is not to create any new tenancy between the parties.
- (3) No custom or practice which has grown up between the parties in the course of administering this Lease is to be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

5.8 No warranty

- (1) This document embodies the whole transaction of leasing made by this Lease and all warranties, conditions and representations collateral or otherwise concerning the leasing whether written, oral, express or implied and whether consistent with this document or not are cancelled.
- (2) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee.

- (3) The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor except as stated in this clause and after satisfying itself as to the suitability of the Premises for the purpose of which the Premises are leased.

5.9 Lessor's right to install services

The Lessor reserves to itself and to its employees, agents and contractors the right to enter upon the Premises at all reasonable times with all necessary materials and appliances to erect, make, excavate, lay, or install in, on, over or under the Premises any posts, drains, pipes, conduits, cables, wires, or other things requisite for any existing or future service to the Premises together with the right to enter upon the Premises for the purpose of inspecting, removing, maintaining, altering or adding to any such things in relation to an existing service to the Premises and, in each such case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.10 Execution of works by Lessor

If the Lessor desires or is required to:

- (a) execute any works which by law the Lessor is bound and has been required to execute on the Premises or the Building; or
- (b) build any further storeys upon the Building; or
- (c) alter, repair, add to or re-build any part of the Premises or the Building; or
- (d) construct, erect, lay down, alter, repair, cleanse or maintain any drain ventilator, shaft, water pipe, electric wires or gas pipes in connection with or for the accommodation of the Building or any adjoining property; or
- (e) underpin; or
- (f) reinstate or re-build in case of fire,

then and in any such case the Lessor may with or without employees, agents, workmen and contractors, and appliances, enter upon the Premises and carry out such works, doing as little damage to the Premises as is reasonably possible and restoring them without unreasonable delay, but without making compensation for any damage or inconvenience to the Lessee, provided that in each case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.11 Notices

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if posted by prepaid letter addressed to the Lessee at the address set in this Lease or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if posted by prepaid letter addressed to the Lessor at its office.
- (3) A notice or demand posted is to be taken to be duly served at the expiration of 48 hours after the time of posting and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

6. ESSENTIAL TERMS

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.14, 3.15 and 3.23 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses is to entitle the Lessor to all rights and remedies available to it in respect of breach of or failure to comply with an essential term.

7. GST

(1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply must provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.

(2) In sub-clause (1):

"Consideration" means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause;

"GST" means any form of goods and services tax or similar value added tax;

"GST Amount" means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;

"GST Exempt Component" means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;

"GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable ruling issued by the Commissioner of Taxation;

"Rate" means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease;

"supply" includes supply as defined under GST Legislation.

SCHEDULE 1

Item 1	Lessee's Name and Address:	Regional Early Education and Development Inc 6 William Kennedy Way Narrogin WA 6312
Item 2	Premises: Lessor's Interest	Portion of 10 Community Place, Pingelly, WA 6308 Management Order
Item3	Term: Commencement Date: Expiry Date:	10 years TBA TBA
Item 4	Annual Fee payable	\$1 (ex GST)
Item 5	Manner of Payment of Rent:	Annual via invoice
Item 6	Permitted purpose	Early education and childcare services

SCHEDULE 2 SPECIAL CONDITIONS

1 Maintenance, repair and cleaning

1.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and Appurtenances in Good Repair having regard to the age of the Premises at the Commencement Date PROVIDED THAT this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of fair and reasonable wear and tear; and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed under this subclause the Lessor shall where maintaining, replacing or repairing:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,in or on the Premises use only licensed trades persons.

1.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

1.3 Utilities Costs

The Lessee will cover all costs incurred for the usage of any utilities at the premises, including but not limited to electricity and water use. Waste collection rates and the Emergency Services Levy (if applicable) are to be paid by the Lessee.

1.4 Repair

Unless such damage is the Lessee's responsibility pursuant to the terms of the Lease, the Lessor must promptly repair any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

1.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

1.6 Maintain surroundings

- (1) The Lessee must regularly inspect any part of the Premises which surrounds any buildings including

but not limited to any playgrounds, flora, gardens, lawns, shrubs, hedges and trees.

- (2) The Lessor will ensure that the playgrounds flora, gardens, lawns, shrubs, hedges and trees will be maintained in accordance with an ongoing gardening schedule.
- (3) The Lessor will undertake an annual inspection of trees to assess risk to safety and take remedial action as necessary at the Lessor's expense.
- (4) The Parties agree that any pruning of trees must be undertaken by the Lessor.
- (5) If any flora, trees or lawn dies the Lessee will take the appropriate course of action which may include replacement.
- (6) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons.

1.7 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

1.8 Lessee's Furnishings

The Lessee covenants and agrees to furnish the property including play equipment, both internally and externally as is required by the use of the Premises.

1.9 Pest control

The Lessor must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

1.10 Drains

- (1) The Lessor must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear, and must the cost of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused due to neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

2. Annual Meeting

The Lessee and Lessor will conduct an annual meeting on site at the premises for the purpose of confirming the ongoing suitability of the premises for its intended purpose, and to identify any possible future capital works expenditure required, and establish an agreed approach for this.

3. Signage

The Lessor authorises appropriate signage relevant to demonstrate the premises undertakes the business of the Lessee, subject to any signage being removed and the premises made good at the conclusion of the use of the Premises.

4. Resources

- (1) The Lessor authorises the transfer of all existing assets and resources located on the Premises on the commencement of the lease term for the use of the Lessee in carrying out its permitted purpose as defined in Schedule 1, Item 6.

- (2) A full inventory of assets and resources will be undertaken by the Lessee and provided to the Lessor prior to the commencement of the Lease.

5. Use by others

- (1) The Lessee may make the Premises available for use by other persons or organisations during such period or periods as may be agreed between the Lessee and such other person or organisation provided such use is consistent with the Permitted Purpose.
- (2) The Lessee shall be entitled to require such other person or organisation as shall utilise the Premises as aforesaid to pay to the Lessee a reasonable fee as agreed in consultation between the Lessee, Lessor and Groups listed in (3) to cover costs associated with the use of the Premises including the use of utilities and other consumables.

6. Minimum Service Provided

- (1) The Lessee shall provide daycare services to the community a minimum of between 8:00am – 5:00pm, 4 days per week.
- (2) The Lessee shall provide daycare services to the community between 8:00am – 5:00pm, 5 days per week if there is sufficient demand, subject to availability of staffing.
- (3) The Lessee shall commence an out of school hours care service to the community within one year of the commencement of this lease, and continue thereafter unless it is demonstrated to the Lessor that there is insufficient demand or staffing.

EXECUTED by the parties

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

Chief Executive Officer

Date:

Shire President

Date:

CHAIRPERSON, REGIONAL EARLY EDUCATION AND DEVELOPMENT INC

Date:

15. DIRECTORATE OF CORPORATE AND COMMUNITY SERVICES

15.1 Monthly Statement of Financial Activity – March 2023

File Reference:	ADM0075
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Executive Manager Corporate Services
Disclosure of Interest:	Nil
Attachments:	Monthly Statements of Financial Activity for the period 1 March 2023 to 31 March 2023
Previous Reference:	Nil

Summary

In Accordance with the *Local Government Act 1995* Section 5.25 (1) and *Local Government (Financial Management) Regulations 1996*, Monthly Financial Statements are required to be presented to Council, in order to ensure that income and expenditure is in keeping with budget forecasts.

The Monthly Statements of Financial Activity for the month of February 2023 are attached for Council consideration and adoption. This report incorporates Australian Accounting Standards Board (AASB) requirements effective from 1 July 2019. AASB 15 Revenue from Contracts with Customers (IFRS 15), AASB 1058 Income for Not-for Profit Entities, AASB 16 Lease replaces AASB 117 (IFRS 16).

Background

In order to prepare the monthly statements, the following reconciliations have been completed and verified:

- Reconciliation of assets, payroll and taxation services;
- Reconciliation of all Shire's bank accounts, including term deposits;
- Reconciliation of rates, including outstanding debtors;
- Reconciliation of sundry creditors and debtors;

Comment

The Monthly Financial reports have been prepared in accordance with statutory requirements and provides council with their financial position as at 31 March 2023. They incorporate the Budget Review adopted by Council on 15 February 2023.

Additional grant funding was received for \$5,000 for Tutanning walk trails

Consultation

Nil

Statutory Environment

Local Government Act 1995;

Local Government (Financial Management) Regulations 1996

Section 34: Financial Reports to be Prepared

(1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail -

- (a) Annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1) (b) or (c);
- (b) Budget estimates to the end of the month to which the statement relates;
- (c) Actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;

- (d) Material variances between the comparable amounts referred to in paragraphs (b) and (c); and
- (e) The net current assets at the end of the month to which the statement relates.

- (2) Each statement of financial activity is to be accompanied by documents containing -
- (a) An explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;
 - (b) An explanation of each of the material variances referred to in sub regulation (1) (d); and
 - (c) Such other supporting information as is considered relevant by the local government.

(3) The information in a statement of financial activity is shown according to nature and type classification.

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

- (a) Presented to the council -
 - (i) At the next ordinary meeting of the council following the end of the month to which the statement relates; or
 - (ii) if the statement is not prepared in time to present it to the meeting referred to in subparagraph (i), to the next ordinary meeting of the council after that meeting; and
- (b) Recorded in the minutes of the meeting at which it is presented.

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

Policy Implications

There are no policy implications.

Financial Implications

There are no significant trends or issues to be reported. The report and Officer recommendation is consistent with Council’s adopted Budget 2022/23 and budget review.

Strategic Implications

Goal 5	Innovation Leadership and Governance
Outcome 5.6	Financial systems are effectively managed
Strategy 5.6.1	Financial management and reporting systems are able to deliver on all administrative and management functions (including reporting) and long-term financial planning requirements

Risk Implications

Risk	Failure to monitor the Shire’s ongoing financial performance would increase the risk of a negative impact on the Shire’s financial position. As the monthly report is a legislative requirement, non-compliance may result in a qualified audit.				
Risk Rating (Prior to Treatment or Control)	Low (2)				
Principal Risk Theme	Reputational / Legislative				
Risk Action Plan (Controls or Treatment Proposed)	Nil				
Consequence	Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood	1	2	3	4	5

Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements:

Simple Majority

Recommendation:

That with respect to the Monthly Statements of Financial Activity for the month ending 31 March 2023 be accepted and material variances be noted.

Moved: _____ Seconded: _____



SHIRE OF PINGELLY

MONTHLY STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

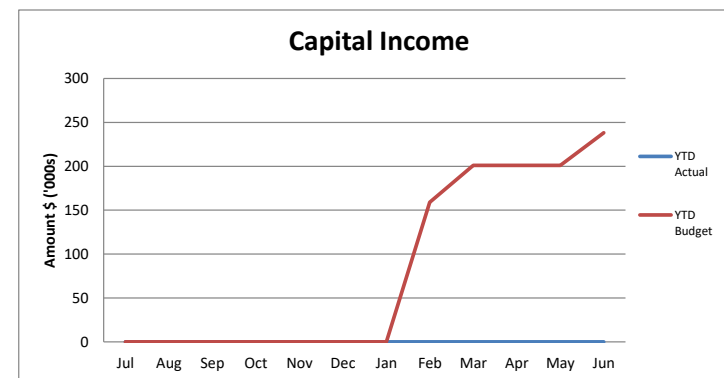
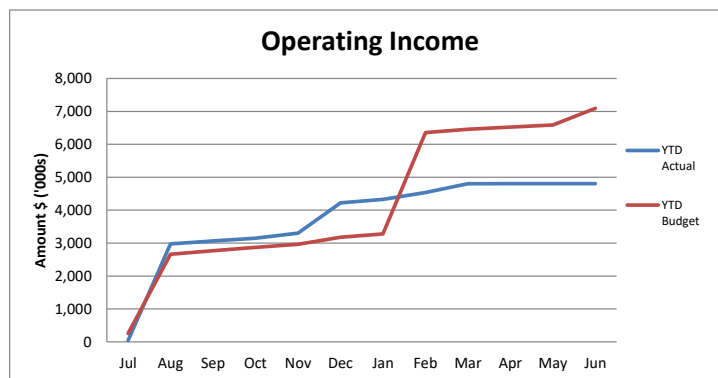
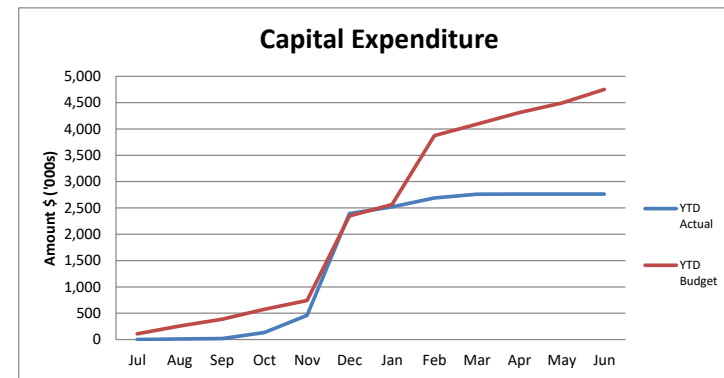
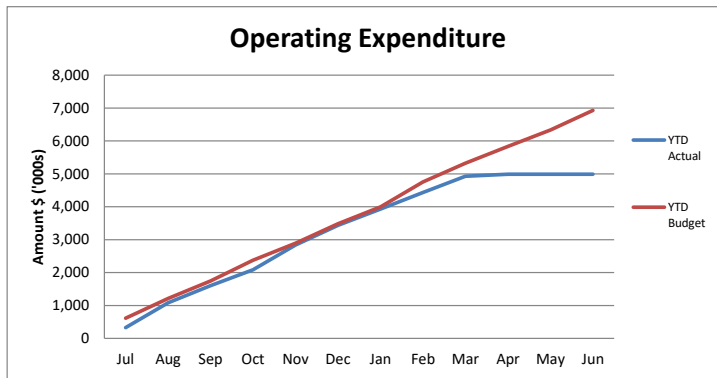
TABLE OF CONTENTS

Graphical Analysis
Statement of Financial Activity By Program
Statement of Financial Activity by Nature & Type
Report on Significant Variances

Notes to and Forming Part of the Statement

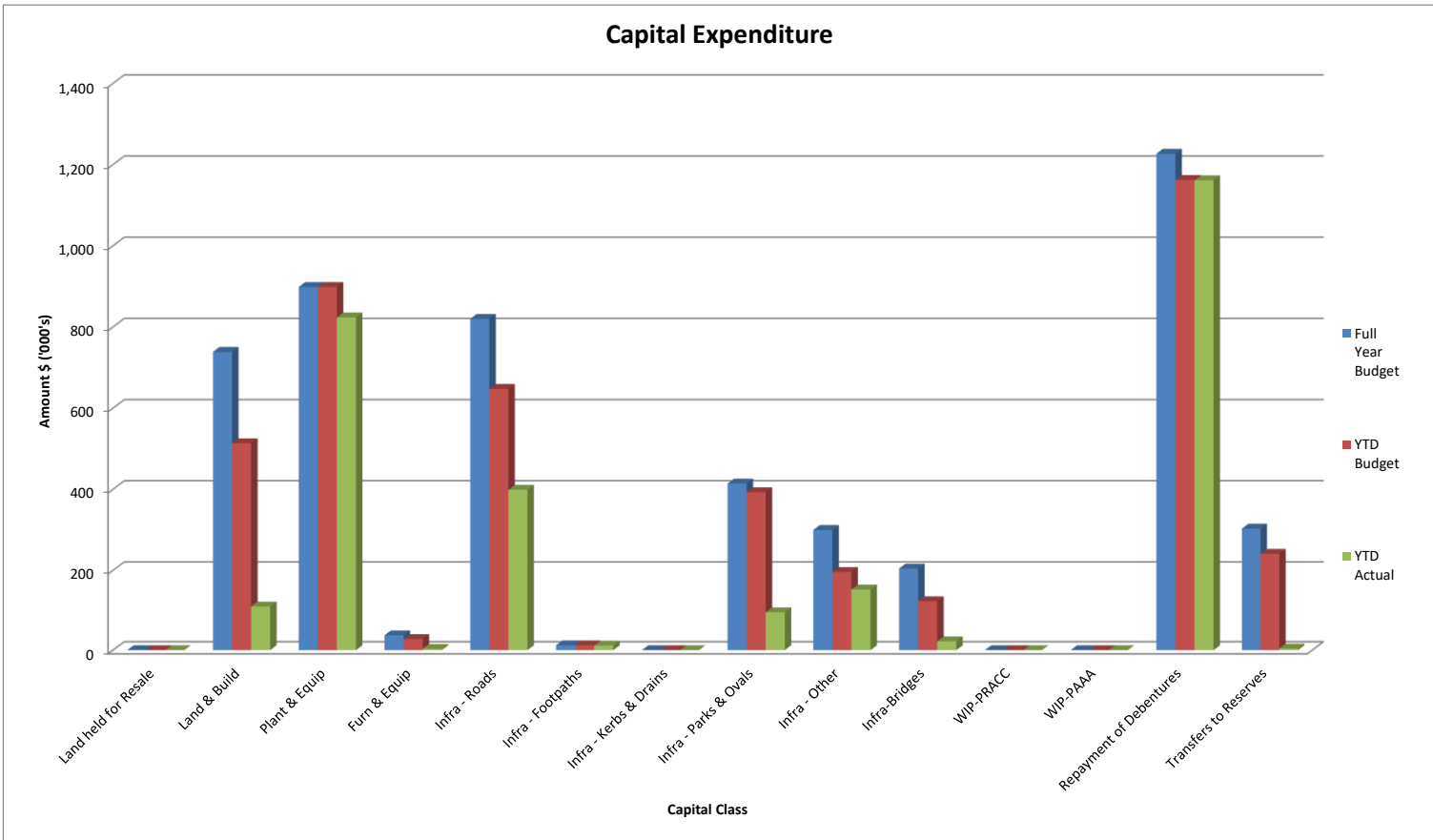
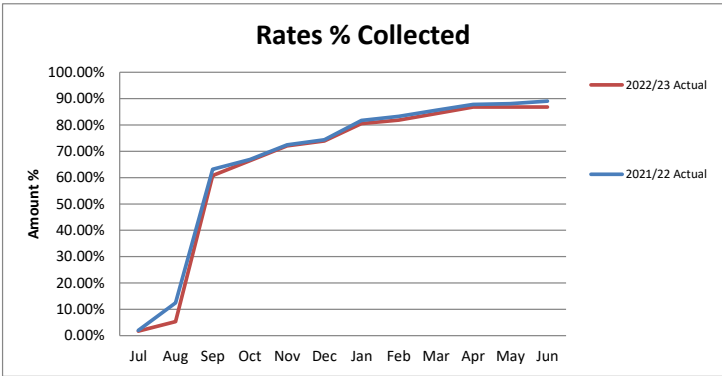
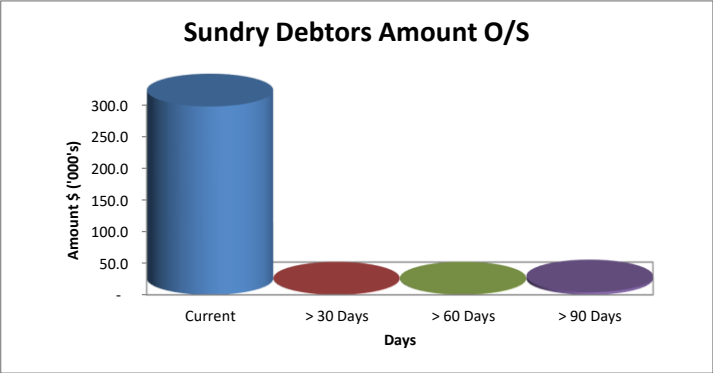
- 1 Acquisition of Assets
- 2 Disposal of Assets
- 3 Information on Borrowings
- 4 Reserves
- 5 Net Current Assets
- 6 Rating Information
- 7 Operating Statement
- 8 Statement of Financial Position
- 10 Financial Ratios
- 11 Restricted Funds Summary

Income and Expenditure Graphs to 31 March 2023



This is adjusted in line with accounting standards to capital grants expenditure

Other Graphs to 31 March 2023



SHIRE OF PINGELLY

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

	NOTE	2022/23 Adopted Budget \$	2022/23 Revised Budget \$	March 2023 YTD Budget \$	March 2023 Actual \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
Operating								
Revenues/Sources								
Rates		235	235	235	0	(235)	-100%	
Operating grants, subsidies and contributions		851,786	792,986	762,222	530,842	(231,380)	-30%	▼
Fees and charges		389,449	345,979	314,804	305,238	(9,566)	-3%	
Interest earnings		34,740	42,640	34,207	38,397	4,190	12%	
Other revenue		118,762	137,658	104,453	128,163	23,710	23%	▲
		1,394,972	1,319,498	1,215,921	1,002,639	(213,282)	-18%	
(Expenses)/(Applications)								
Employee costs		(1,789,205)	(1,848,723)	(1,419,452)	(1,388,269)	31,183	2%	
Materials & Contracts		(1,876,875)	(1,774,311)	(1,340,012)	(1,020,010)	320,002	24%	▼
Utility charges		(166,869)	(165,862)	(124,774)	(119,327)	5,447	4%	
Insurance charges		(203,088)	(211,627)	(214,037)	(217,155)	(3,118)	-1%	
Interest Expense		(103,355)	(103,355)	(57,456)	(78,643)	(21,187)	-37%	▲
Depreciation of Non current Assets		(2,574,810)	(2,674,795)	(2,042,561)	(2,008,717)	33,844	2%	
Other Expenditure		(105,444)	(97,426)	(75,802)	(69,271)	6,531	9%	
		(6,819,648)	(6,876,099)	(5,274,094)	(4,901,391)	372,703	-7%	
Capital Grants		2,885,480	3,446,417	2,911,395	1,451,253	(1,460,142)	50%	▼
Profit on asset disposal		0	0	0	17,526	0	0%	
Loss on Asset Disposal		(5,000)	(53,260)	0	(24,430)	0	0%	
Gain on Fair valuation through P&L		0	0	0	0	0	0%	
Loss on Fair valuation through P&L		0	0	0	0	0	0%	
Net Operating Result		(2,544,196)	(2,163,444)	(1,146,778)	(2,454,403)	159,421	114%	
Adjustments for Non-Cash (Revenue) and Expenditure								
(Profit)/Loss on Asset Disposals	2	5,000	53,260	0	6,904	6,904	0%	
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0	0%	
Movement in Employee Benefit Provisions		0	0	0	0	0	0%	
Movement in LG House Trust-Non Cash		0	0	0	0	0	0%	
Changes in Accounting Policy		0	0	0	0	0	0%	
Adjustments in Fixed Assets		0	0	0	0	0	0%	
Rounding		0	0	0	0	0	0%	
Depreciation on Assets		2,574,810	2,674,795	2,042,561	2,008,717	(33,844)	2%	
Capital Revenue and (Expenditure)								
Purchase Land Held for Resale	1	0	0	0	0	0	0%	
Purchase of Land and Buildings	1	(803,782)	(738,782)	(513,405)	(109,399)	404,006	79%	▼
Purchase of Furniture & Equipment	1	(37,150)	(37,150)	(27,855)	(3,104)	24,751	89%	▼
Purchase of Right of Use Asset - Furniture & Equipment	1	0	0	0	0	0	0%	
Purchase of Right of Use Asset - Plant & Equipment	1	0	0	0	0	0	0%	
Purchase of Right of Use Asset - Buildings	1	0	0	0	0	0	0%	
Purchase of Plant & Equipment	1	(385,300)	(898,545)	(898,545)	(823,544)	75,001	8%	
Purchase of WIP - PP & E	1	0	0	0	0	0	0%	
Purchase of Infrastructure Assets - Roads	1	(827,344)	(819,941)	(647,478)	(398,910)	248,568	38%	▼
Purchase of Infrastructure Assets - Footpaths	1	(12,244)	(12,244)	(12,240)	(11,521)	719	6%	
Purchase of Infrastructure Assets - Kerbs & Drains	1	0	0	0	0	0	0%	
Purchase of Infrastructure Assets - Parks & Ovals	1	(414,194)	(414,194)	(392,857)	(94,975)	297,882	76%	▼
Purchase of Infrastructure Assets - Bridges	1	(204,650)	(204,650)	(122,784)	(22,269)	100,515	82%	▼
Purchase of Infrastructure Assets - Other	1	(320,000)	(300,000)	(196,000)	(152,148)	43,852	22%	▼
Purchase of WIP Recreation and Culture	1	0	0	0	0	0	0%	
Purchase of WIP Aged Accommodation	1	0	0	0	0	0	0%	
Proceeds from Disposal of Assets	2	12,000	42,000	12,000	80,817	68,817	573%	▲
Repayment of Debentures	3	(1,226,872)	(1,226,872)	(1,162,187)	(1,161,459)	728	0%	
Proceeds from New Debentures	3	0	0	0	0	0	0%	
Proceeds from new Lease Liabilities	3	0	0	0	0	0	0%	
Repayment of Leases	3	(107,879)	(107,879)	(80,907)	(79,328)	1,579	-2%	
Advances to Community Groups		0	0	0	0	0	0%	
Self-Supporting Loan Principal Income		19,920	19,920	9,960	9,802	(158)	-2%	
Transfer from Restricted Asset -Unspent Loans		0	0	0	0	0	0%	
Transfers to Restricted Assets (Reserves)	4	(303,195)	(303,195)	(241,179)	(3,976)	237,203	98%	▼
Transfers from Restricted Asset (Reserves)	4	161,150	196,150	159,000	0	(159,000)	-100%	▼
Transfers to Restricted Assets (Other)		0	0	0	0	0	0%	
Transfers from Restricted Asset (Other)		0	0	0	0	0	0%	
ADD Net Current Assets July 1 B/Fwd	5	2,084,157	1,743,397	1,743,396	1,743,396	(340,761)	0%	
Net Current Assets - Unspent Grants		0	0	0	0	0	0%	
LESS Net Current Assets Year to Date	5	(0)	(167,607)	730,562	864,742	134,180	-18%	▼
Amount Raised from Rates		(2,329,767)	(2,329,767)	(2,329,767)	(2,330,142)	(375)	0%	

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

1. Please note that the rates were raised in August but this schedule is not date sensitive

Material Variances Symbol

Above Budget Expectations Greater than 10% and \$5,000 ▲

Below Budget Expectations Less than 10% and \$5,000 ▼

SHIRE OF PINGELLY
FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023
Report on Significant variances Greater than 10% and \$5,000

Purpose

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. The material variance adopted by Council for the current year is an Actual Variance exceeding 10% and a value greater than \$5,000.

NATURE AND TYPE VARIATIONS

REPORTABLE OPERATING REVENUE VARIATIONS

Operating Grants & Subsidies		(231,380)	-30% ▼
FAGS Grant are under budget ytd (profile timing)	(104,881)		
ESL BFB & SES under budget ytd (profile timing)	(63,019)		
Small Grants AASB 15 accounting standard	(63,624)		
Interest Earnings		4,190	12%
Term Deposit Interest received	6,415		
Other Revenue		23,710	23% ▲
Workers compensation, Insurance Claims, Training reimbursements were higher than budgeted less AASB 15 grant reimbursements			
Capital Grants (Non Operating)		(1,460,142)	50% ▼
DFES Fire shed AASB1058, LRCI, Water Supply, Roads to Recovery, Town Hall (Election Promise)LRCI , Mainroads and Department of Transport Grants			

REPORTABLE OPERATING EXPENSE VARIATIONS

Materials and Contracts		320,002	24% ▼
Fuels & oils, and parts and repairs	(24,523)		
Council Plans	15,162		
Consultants	19,197		
SES	16,347		
SES emergency training	14,496		
Contract Health	14,343		
Small Grants & Celebrations	30,159		
Parks and gardens	11,001		
Rural Road maintenance & bridges	76,020		
Area Promotion	33,282		
Community grants programs	32,158		
Plant recovery - Non cash	87,822		
Interest Expense		(21,187)	-37% ▲
WATC Interest accrued monthly budgeted as payments occur			

REPORTABLE CAPITAL EXPENDITURE VARIATIONS

Purchase of Land & Buildings		404,006	79% ▼
Building capex - Sulkies and buggies (profile timing)	12,794		
Building capex - PRACC Carpark & Drainage (profile timing)	30,267		
Building capex - Fire Shed Schedule 5	260,745		
Building capex - Caravan Park Improvements	49,998		
Building Capex - Childcare centre	25,202		
Building Capex - Town Hall Election Promise	25,000		
Purchase of Furniture & Equipment		24,751	89% ▼
Only the PRACC Sign has been purchased			
Purchase of Road Infrastructure Assets		248,568	38% ▼
Roads program work in progress (profile timing)			
Purchase of Infrastructure Assets - Parks & Ovals		297,882	76% ▼
The variance of park capital expenditure relates to the Youth Park, Pocket park and solar lighting yet to start			
Parks capex -Youth Park	250,194		
Park capex - Pingelly Pocket Park	29,950		
Park capex - Solar Lighting	4,998		
Park Capex Water Improvements	12,740		
Purchase of Infrastructure Assets - Bridges		100,515	82% ▼
Review Street Bridge is work in progress			
Purchase of Infrastructure Assets - Other		43,852	22% ▼
Infrastructure other capex - The signage and streetscape has not yet commenced	37,397		
WA Bike Network construction is work in progress (profile timing)	6,455		

REPORTABLE CAPITAL REVENUE VARIATIONS

Transfers to Restricted Assets (Reserves)		237,203	98% ▼
Interest was transferred at the TDA maturity, with the remainder to occur at the end of the financial year			
Transfers from Restricted Assets (Reserves)		(159,000)	-100%
Transfers to occur at the end of the financial year			
Proceeds from Disposal of Assets		68,817	573% ▲
Proceeds from the sale of plant at auction were higher than additionally budgeted.			

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

	2022/23 Adopted Budget \$	2022/23 Revised Budget \$	2022/23 YTD Budget \$	March 2023 YTD Actual \$
1. ACQUISITION OF ASSETS				
The following assets have been acquired during the period under review:				
<u>By Program</u>				
<u>Administration</u>				
Furniture And Equipment	37,150	37,150	27,855	3,104
Law, Order & Public Safety				
<u>Fire Prevention</u>				
Plant Purchase - Schedule 5 Bfb	261,300	407,844	407,844	407,844
Plant Purchase - Schedule 5 Ses	0	355,501	355,501	355,501
Building Purchase Schedule 5	463,414	463,414	264,808	4063
Education & Welfare				
<u>Education</u>				
Building Purchase - Education Schedule 8	50,000	50,000	33,332	8130
Recreation & Culture				
<u>Public Halls Civic Centres</u>				
Sulkies & Buggies	150,000	60,000	60,000	47,206
Town Hall Election promise		25,000	25,000	
<u>Other Recreation & Sport</u>				
Capex - Infra Parks & Ovals	128,000	128,000	106,665	93,925
Pingelly Pocket Park - Expenditure	31,000	31,000	31,000	1,050
Youth Precinct	250,194	250,194	250,194	-
Solar Lighting Rec And Culture	5,000	5,000	4,998	-
<u>Other Culture</u>				
Capex - Pracc Carpark And Drainage	40,368	40,368	30,267	-
Pracc Lighting Project	50,000	50,000	50,000	50,000
Transport				
<u>Construction - Roads, Bridges, Depots</u>				
Furniture & Equipment				
Furniture & Equipment Purchase - Schedule 12	0	0	0	-
Bridges				
Capex - Review Street Bridge # 5165 0.94Slk	204,650	204,650	122,784	22,269
Roads Construction				
Somerset Street	137,597	130,194	130,194	367
Crstf Jingaring Road Gravel Resheeting	173,318	173,318	129,978	187,527
Capex - Rrg Wickepin Pingelly Slk 7.9-9.0	516,429	516,429	387,306	211,015
Wa Bicycle Network Schedule 12	260,000	260,000	156,000	149,545
Footpath Construction				
Footpaths - Construction	12,244	12,244	12,240	11521
<u>Road Plant Purchases</u>				
Replacement Tipper Truck	70,000	45,000	45,000	-
Hallmark Side Tipper		35,000	35,000	35,000
Capex - Psm01 Upgrade 2014 Holden Colorado	34,000	25,200	25,200	25,200
Capex - Kubota Ride On Mower Decks		10,000	10,000	-
Upgrade Tipper Truck	20,000	20,000	20,000	-
Economic Services				
<u>Tourism & Area Promotion</u>				
Caravan Park Improvements - Chalets	50,000	50,000	49,998	0
Signage & Streetscape	60,000	40,000	40,000	2603
	<u>3,004,664</u>	<u>3,425,506</u>	<u>2,811,164</u>	<u>1,615,871</u>
<u>By Class</u>				
Buildings	803,782	738,782	513,405	109,399
Furniture & Equipment	37,150	37,150	27,855	3,104
Right of Use Asset - P & E	0	0	0	-
Plant & Equipment	385,300	898,545	898,545	823,544
Infrastructure - Roads	827,344	819,941	647,478	398,910
Infrastructure - Footpaths	12,244	12,244	12,240	11521
Infrastructure - Kerbs & Drains	0	0	0	0
Infrastructure - Parks & Ovals	414,194	414,194	392,857	94,975
Infrastructure - Bridges	204,650	204,650	122,784	22,269
Infrastructure - Other	320,000	300,000	196,000	152,148
	<u>3,004,664</u>	<u>3,425,506</u>	<u>2,811,164</u>	<u>1,615,871</u>

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

2. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

Asset No	By Program	Written Down Value			Sale Proceeds			Profit(Loss)		
		2022/23		March 2023 Actual \$	2022/23		March 2023 Actual \$	2022/23		March 2023 Actual \$
		Budget \$	Revised Budget		Budget \$	Revised Budget		Budget \$	Revised Budget	
PSM01	Transport PSM01 - 2014 Holden Colorado 4 X 4 PN810	17,000		10,000	12,000		15,402	(5,000)	0	5,402
PT20	Tipper truck		38,830	38,291		20,000	43,179		(18,830)	4,888
PM4	Conplant Roller		15,000	15,000		10,000	22,236		(5,000)	7,236
	Right of Use Copier		24,430	24,430		0	0	0	(24,430)	(24,430)
PBF2	Isuzu Bush Fire Truck		0	0		0	0		0	0
		17,000	78,260	87,721	12,000	30,000	80,817	(5,000)	(48,260)	(6,904)

Asset No	By Class of Asset	Written Down Value			Sale Proceeds			Profit(Loss)		
		2022/23		March 2023 Actual \$	2022/23		March 2023 Actual \$	2022/23		March 2023 Actual \$
		Budget \$	Revised Budget		Budget \$	Revised Budget		Budget \$	Revised Budget	
PSM01	Plant & Equipment PSM01 - 2014 Holden Colorado 4 X 4 PN810	17,000	0	10,000	12,000	0	15,402	(5,000)	0	5,402
PT20	Tipper truck		38,830	38,291		20,000	43,179		(18,830)	4,888
PM4	Conplant Roller		15,000	15,000		10,000	22,236		(5,000)	7,236
	ROU Asset Plant & Equipment Right of Use Copier	0	24,430	24,430	0	0	0	0	(24,430)	(24,430)
PBF2	Isuzu Bush Fire Truck	0	0	0	0	0	0	0	0	0
		17,000	78,260	87,721	12,000	30,000	80,817	(5,000)	(48,260)	(6,904)

Summary

Profit on Asset Disposals
Loss on Asset Disposals

2022/23		March 2023 Actual \$
Adopted Budget \$	Revised Budget \$	
0	0	17,526
(5,000)	(48,260)	(24,430)
(5,000)	(48,260)	(6,904)

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

3. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-22	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2022/23 Budget \$	2022/23 Actual \$	2022/23 Budget \$	2022/23 Actual \$	2022/23 Budget \$	2022/23 Actual \$	2022/23 Budget \$	2022/23 Actual \$
Education & Welfare									
Loan 120 - SSL Pingelly Cottage Homes *	113,589	0	0	19,920	9,802	93,669	103,787	7,032	5,350
Recreation & Culture									
Loan 123 - Recreation and Cultural Centre	1,849,207	0	0	109,450	54,155	1,739,757	1,795,052	76,712	57,712
Loan 124 - Recreation and Cultural Centre	1,097,502	0	0	1,097,502	1,097,502	0	0	3,586	3,468
	3,060,298	0	0	1,226,872	1,161,459	1,833,426	1,898,839	87,329	66,530

(*) Self supporting loan financed by payments from third parties.

All other loan repayments were financed by general purpose revenue.

3. INFORMATION ON LEASES

(b) Lease Repayments

Particulars	Principal 1-Jul-22	New Lease		Lease Principal Repayments		Lease Principal Outstanding		Lease Interest Repayments	
		2022/23 Budget \$	2022/23 Actual \$	2022/23 Budget \$	2022/23 Actual \$	2022/23 Budget \$	2022/23 Actual \$	2022/23 Budget \$	2022/23 Actual \$
Administration									
Photocopier Lease	16,154	0	0	16,154	10,729	0	5,425	824	157
Solar System-Admin Office	8,914	0	0	3,442	2,550	5,472	6,364	592	327
Server Lease	32,798	0	0	8,788	6,549	24,010	26,249	1,932	1,185
CCTV Server Lease	16,201	0	0	3,971	2,956	12,230	13,245	818	688
Grader Lease	231,357	0	0	60,524	45,217	170,834	186,139	6,297	4,898
Loader Lease	86,570	0	0	15,000	11,328	71,570	0	5,564	4,857
	391,994	0	0	107,879	79,328	284,116	237,423	16,026	12,113

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

	2022/23		March 2023 Actual \$
	Adopted Budget \$	Revised Budget \$	
4. RESERVES			
Cash Backed Reserves			
(a) Leave Reserve			
Opening Balance	196,395	196,395	196,395
Amount Set Aside / Transfer to Reserve	185	0	923
Amount Used / Transfer from Reserve	0	0	0
	<u>196,580</u>	<u>196,395</u>	<u>197,318</u>
(b) Plant Reserve			
Opening Balance	85,124	85,125	85,125
Amount Set Aside / Transfer to Reserve	239,407	239,568	400
Amount Used / Transfer from Reserve	(124,000)	(159,000)	0
	<u>200,531</u>	<u>165,693</u>	<u>85,525</u>
(c) Building and Recreation Reserve			
Opening Balance	374,932	374,933	374,933
Amount Set Aside / Transfer to Reserve	2,068	1,786	1,761
Amount Used / Transfer from Reserve	0	0	0
	<u>377,000</u>	<u>376,719</u>	<u>376,694</u>
(d) Electronic Equipment Reserve			
Opening Balance	54,793	54,793	54,793
Amount Set Aside / Transfer to Reserve	35,249	35,261	257
Amount Used / Transfer from Reserve	(37,150)	(37,150)	0
	<u>52,892</u>	<u>52,904</u>	<u>55,050</u>
(e) Community Bus Reserve			
Opening Balance	43,979	43,979	43,979
Amount Set Aside / Transfer to Reserve	20,220	20,209	207
Amount Used / Transfer from Reserve	0	0	0
	<u>64,199</u>	<u>64,188</u>	<u>44,186</u>
(f) Swimming Pool Reserve	#		
Opening Balance	33,072	33,072	33,072
Amount Set Aside / Transfer to Reserve	5,166	5,158	155
Amount Used / Transfer from Reserve	0	0	0
	<u>38,238</u>	<u>38,230</u>	<u>33,227</u>
(g) Refuse Site Rehab/Closure Reserve			
Opening Balance	16,236	16,236	16,236
Amount Set Aside / Transfer to Reserve	82	77	76
Amount Used / Transfer from Reserve	0	0	0
	<u>16,318</u>	<u>16,313</u>	<u>16,312</u>
(h) Tutanning Nature Reserve			
Opening Balance	1,997	1,997	1,997
Amount Set Aside / Transfer to Reserve	18	10	9
Amount Used / Transfer from Reserve	0	0	0
	<u>2,015</u>	<u>2,007</u>	<u>2,006</u>
(i) Wheatbelt Secondary Freight Network Reserve			
Opening Balance	40,000	40,000	40,000
Amount Set Aside / Transfer to Reserve	800	0	188
Amount Used / Transfer from Reserve	0	0	0
	<u>40,800</u>	<u>40,000</u>	<u>40,188</u>
Total Cash Backed Reserves	<u>988,573</u>	<u>952,449</u>	<u>850,506</u>

All of the above reserve accounts are to be supported by money held in financial institutions.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

	2022/23		March 2023 Actual \$
	Adopted Budget \$	Revised Budget \$	
4. RESERVES (Continued)			
Cash Backed Reserves (Continued)			
Summary of Transfers To Cash Backed Reserves			
Transfers to Reserves			
Leave Reserve	185	0	923
Plant Reserve	239,407	239,568	400
Building and Recreation Reserve	2,068	1,786	1,761
Electronic Equipment Reserve	35,249	35,261	257
Community Bus Reserve	20,220	20,209	207
Swimming Pool Reserve	5,166	5,158	155
Refuse Site Rehab/Closure Reserve	82	77	76
Tutanning Nature Reserve	18	10	9
Wheatbelt Secondary Freight Network Reserve	800	0	188
	303,195	302,069	3,976
Transfers from Reserves			
Leave Reserve	0	0	0
Plant Reserve	(124,000)	(159,000)	0
Building Reserve	0	0	0
Electronic Equipment Reserve	(37,150)	(37,150)	0
Community Bus Reserve	0	0	0
Swimming Pool Reserve	0	0	0
Refuse Site Rehab/Closure Reserve	0	0	0
Tutanning Nature Reserve	0	0	0
Wheatbelt Secondary Freight Network Reserve	0	0	0
	(161,150)	(196,150)	0
Total Transfer to/(from) Reserves	142,045	105,919	3,976

In accordance with council resolutions in relation to each reserve account, the propose for which the reserves are set aside are as follows:

Leave Reserve

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

Plant Reserve

- to be used for the purchase of major plant.

Building and Recreation Reserve

- to be used to fund the renovation/purchase of Shire of Pingelly buildings and Recreation Infrastructure.

Electronic Equipment Reserve

- to be used to fund the purchase of administration computer system equipment.

Community Bus Reserve

- to be used to fund the change-over of the community bus.

Swimming Pool Reserve

- to be used to fund the upgrading of the swimming pool complex

Joint Venture Housing Reserve

- to be used for the future maintenance of the Joint Venture units

Refuse Site Rehab/Closure Reserve

- to be used to facilitate the rehabilitation/closure of the town refuse site.

Tutanning Nature Reserve

- to be used for the operations, improvements and promotion of the Tutanning Nature Reserve

Wheatbelt Secondary Freight Network Reserve

- to be used for the Shire of Pingelly's contribution for Infrastructure renewal for future Wheatbelt Secondary Freight network capital renewal

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

	2022/2023 June Actual \$	March 2023 Actual \$
5. NET CURRENT ASSETS		
Composition of Estimated Net Current Asset Position		
CURRENT ASSETS		
Cash - Unrestricted	2,595,254	249,612
Cash - Restricted Unspent Grants		924,578
Cash - Restricted Unspent Loans	0	(0)
Cash - Restricted Bonds & Deposits	14,384	17,784
Cash - Restricted Reserves	846,529	850,505
Receivables (Budget Purposes Only)	0	0
Rates Outstanding	222,839	370,043
Sundry Debtors	303,291	351,835
Provision for Doubtful Debts	(1,003)	(1,003)
Gst Receivable	0	13,680
Contract Asset	0	0
Loans - clubs/institutions	19,920	10,119
Accrued Income/Payments In Advance	4,644	0
Investments	5,000	5,000
Inventories	19,694	13,308
	4,030,553	2,805,461
LESS: CURRENT LIABILITIES		
Payables and Provisions (Budget Purposes Only)	0	-
Sundry Creditors	(308,739)	(1,111)
Accrued Interest On Loans	(369)	(20,713)
Accrued Salaries & Wages	(54,117)	-
Bonds & Deposits Held	(14,384)	(17,784)
Income In Advance	*	(88,274)
Gst Payable	0	(28,176)
Payroll Creditors	0	-
Contract Liabilities	0	-
Performance Obligation Liability	(807,235)	(836,304)
Prepaid Rates Liability	(31,549)	(36,886)
Current Lease Liability	(107,688)	(28,359)
Accrued Expenses	(59,083)	(3,299)
PAYG Liability	0	(34,350)
Other Payables	(12,871)	(8,196)
Current Employee Benefits Provision	(373,024)	(373,024)
Current Loan Liability	(1,226,872)	(65,414)
	(3,123,290)	(1,541,891)
NET CURRENT ASSET POSITION	907,263	1,263,569
Less: Cash - Reserves - Restricted	(846,529)	(850,505)
Less: Cash - Unspent Grants/Loans - Fully Restricted	0	0
Less: Current Loans - Clubs / Institutions	(19,920)	(10,119)
Less: Investments	(5,000)	(5,000)
Add Back : Component of Leave Liability not Required to be Funded	373,024	373,024
Add Back : Current Loan Liability	1,226,872	65,414
Add Back : Current Lease Liability	107,688	28,359
Adjustment in Accounting policies	0	0
Adjustment for Trust Transactions Within Muni	0	0
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	1,743,396	864,742

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

6. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2022/23 Rate Revenue \$	2022/23 Interim Rates \$	2022/23 Back Rates \$	2022/23 Total Revenue \$	2022/23 Adopted Budget \$
General Rate								
GRV - Residential	0.13417	318	3,624,452	486,293	3,122		489,415	486,282
GRV - Rural Residential	0.13417	65	807,924	108,399			108,399	108,397
GRV - Commercial/Industrial	0.13417	28	396,080	53,142			53,142	53,141
GRV - Townsites	0.13417	12	144,560	19,396			19,396	19,395
UV - Broadacre Rural	0.008550	232	173,853,000	1,486,443	(2,415)		1,484,028	1,486,791
Non Rateable								
Sub-Totals		655	178,826,016	2,153,673	708	0	2,154,381	2,154,006
Minimum Rates	Minimum \$							
GRV - Residential	993	62	85,646	61,566			61,566	61,566
GRV - Rural Residential	993	24	56,220	23,832			23,832	23,832
GRV - Commercial/Industrial	993	14	58,080	13,902			13,902	13,902
GRV - Townsites	993	8	17,185	7,944			7,944	7,944
UV - Broadacre Rural	993	69	5,157,530	68,517			68,517	68,517
Sub-Totals		177	5,374,661	175,761	0	0	175,761	175,761
Ex Gratia Rates							2,330,142	2,329,767
Movement in Excess Rates							0	236
Total Amount of General Rates							2,330,142	2,330,003
Specified Area Rates							0	0
Ex Gratia Rates							0	0
Total Rates							2,330,142	2,330,003

All land except exempt land in the Shire of Pingelly is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2021/22 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

7. OPERATING STATEMENT

	March 2023 Actual \$	2022/23 Revised Budget \$	2022/23 Adopted Budget \$	2021/22 Actual \$
OPERATING REVENUES				
Governance	51,434	57,225	57,225	119,335
General Purpose Funding	2,703,214	2,810,670	2,753,872	4,085,151
Law, Order, Public Safety	823,550	1,351,589	1,043,001	329,529
Health	1,918	2,461	2,461	2,423
Education and Welfare	11,023	70,041	23,041	14,676
Housing	0	0	0	0
Community Amenities	214,503	223,160	220,740	212,823
Recreation and Culture	225,673	685,201	628,010	998,919
Transport	676,764	1,649,292	1,593,395	905,168
Economic Services	61,925	209,095	229,095	76,254
Other Property and Services	31,556	34,521	59,379	146,601
TOTAL OPERATING REVENUE	4,801,560	7,093,255	6,610,219	6,890,879
OPERATING EXPENSES				
Governance	367,841	522,408	495,265	443,219
General Purpose Funding	170,656	228,752	226,770	197,522
Law, Order, Public Safety	285,562	422,886	513,836	484,666
Health	120,688	187,897	184,622	170,240
Education and Welfare	85,312	117,149	111,862	102,878
Housing	0	0	0	0
Community Amenities	277,459	407,558	406,344	356,483
Recreation & Culture	1,170,123	1,590,669	1,509,928	1,405,558
Transport	1,997,193	2,900,569	2,877,742	2,805,130
Economic Services	334,788	526,663	526,663	397,576
Other Property and Services	116,199	24,809	7,214	40,817
TOTAL OPERATING EXPENSE	4,925,821	6,929,361	6,860,247	6,404,090
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	(124,261)	163,895	(250,027)	486,788

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

8. STATEMENT OF FINANCIAL POSITION

	March 2023 Actual \$	2021/22 Actual \$
CURRENT ASSETS		
Cash and Cash Equivalents	2,024,695	3,441,783
Investments Current	5,000	5,000
Trade and Other Receivables	744,673	549,692
Inventories	13,308	19,694
Restricted Cash - Bonds & Deposits	17,784	14,384
TOTAL CURRENT ASSETS	2,805,460	4,030,553
NON-CURRENT ASSETS		
Other Receivables	168,110	168,110
Inventories	0	0
Property, Plant and Equipment	23,945,751	23,550,977
Infrastructure	65,200,482	66,075,824
Investments Non Current	58,353	58,353
TOTAL NON-CURRENT ASSETS	89,372,696	89,853,264
TOTAL ASSETS	92,178,156	93,883,817
CURRENT LIABILITIES		
Trade and Other Payables	1,085,670	1,509,011
Long Term Borrowings	65,414	1,226,872
Provisions	373,024	373,024
Bonds & Deposits Liability	17,784	14,384
TOTAL CURRENT LIABILITIES	1,541,892	3,123,291
NON-CURRENT LIABILITIES		
Trade and Other Payables	284,304	284,306
Long Term Borrowings	1,833,427	1,833,427
Provisions	23,656	23,656
TOTAL NON-CURRENT LIABILITIES	2,141,387	2,141,389
TOTAL LI/ 10	3,683,279	5,264,680
NET ASSETS	88,494,877	88,619,137
EQUITY		
Retained Surplus	32,423,847	32,592,083
Reserves - Cash Backed	850,505	806,529
Revaluation Surplus	55,220,525	55,220,525
TOTAL EQUITY	88,494,877	88,619,137

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 MARCH 2023 TO 31 MARCH 2023

9. FINANCIAL RATIOS

	2022 YTD	2021
Current Ratio	0.88	1.68
Operating Surplus Ratio	(0.57)	(0.18)

The above ratios are calculated as follows:

Current Ratio
$$\frac{(\text{Current Assets MINUS Restricted Assets})}{(\text{Current Liabilities MINUS Liabilities Associated with Restricted Assets})}$$

Purpose:

This is a modified commercial ratio designed to focus on the liquidity position of a local government that has arisen from past year's transactions.

Standards:

The standard is not met if the ratio is lower than 1:1 (less than 100%)

Below Std

The standard is met if the ratio is greater than 1:1 (100% or greater)

Std met

A ratio less than 1:1 means that a local government does not have sufficient assets that can be quickly converted into cash to meet its immediate cash commitments.

This may arise from a budget deficit from the past year, a Council decision to operate an overdraft or a decision to fund leave entitlements from next year's revenues.

Operating Surplus Ratio
$$\frac{(\text{Operating Revenue MINUS Operating Expense})}{(\text{Own Source Operating Revenue})}$$

Purpose:

This ratio is a measure of a local government's ability to cover its operational costs and have revenues available for capital funding or other purposes.

Standards:

Basic Standard is not met less than < 1% (< 0.01)

Below Std

Basic Standard between 1% and 15% (0.01 and 0.15)

Basic Std

Advanced Standard greater than > 15% | 10

Adv Std

SHIRE OF PINGELLY
RESTRICTED CASH RECONCILIATION
31 March 2023

Restricted Grants/Funds Received	Projects	GL/Job Account	Total Restricted Funds	Year to date expenditure year to 30 June 2022	Actual Expenditure current year 2022/23	Restricted Funds Remaining
Review Street Bridge Special Funding	Transport	BR005	136,000	-	22,269	113,731
PRACC Lighting, Drainage & Landscaping (LRCI 3)	Recreation & Culture	LP001	56,250	-	50,000	6,250
Sulkies and Buggies (LRCI 3)	Recreation & Culture	11ES	75,000	-	47,206	27,794
Youth Precinct, Memorial Park & Pump Track (LRCI 3)	Recreation & Culture	IP008	187,646	-		187,646
Signage Streetscape Upgrades (LRCI 3)	Tourism	SS001	45,000	-	2,603	42,397
Caravan Park Improvements (LRCI 3)	Tourism	BU046	37,500	-		37,500
Roads to Recovery Cfwd	Transport	RRG05	7,132	-	7,132	-
WA Cycle Network All Aged shared path	Department of Transport	BIC01	39,000		39,000	-
Pingelly Pocket Park - RAC	Recreation & Culture	IP007	31,000	-	1,050	29,950
Roads to Recovery Installment	Transport					159,329
DFES West Pingelly Fireshed	Law Order & Public Safety	0596	231,707	-		231,707
Heritage Survey & Listing (Dept Planning)	Recreation & Culture	135C	20,000	-	4,559	15,441
Regional Childcare attraction and retention grant	Other Economic Services	CG027	18,250	-		18,250
Pingelly Youth Strategy	Other Economic Services	CG009	10,000	-	1,094	8,906
Queens Jubilee Tree Planting	Recreation & Culture	TG9	20,000	-	12,099	7,901
Live & Local Music	Recreation & Culture	CG022	13,000	4,786	7,176	1,037
Keep Australia Beautiful Butt Poles (Dept Environment)	Recreation & Culture	1175	4,920	-	4,116	804
RACIP(Regional Arts and Cultural Investment Program) Leveraged Cultural Planning	Recreation & Culture	135C	50,000	25,000		25,000
People of Pingelly Past and Present	Other Communities	CG026	44,895	19,000	25,468	427
Seniors Weeks	Other Communities	0805	1,000			1,000
Age is just a number	Recreation & Culture	CD032	5,000	-	492	4,508
Tutanning Walk Trails	Department of Communities	EV001	5,000			5,000
Australia Day			23,998		23,999	0
Sub Total						924,578
Total Restricted Grant Funds						924,578
Available Cash		GL/Job Account	Interest Rate			Balance
Municipal Bank	Muni Fund Bank	0111	0			(757,508.46)
Municipal Bank	Muni Fund Interest Bearing A/C	0111	0.05%			1,130,655.59
Municipal Bank - TDA	Muni Fund Bank TDA	0111	0.15%			800,493.15
Municipal Bank	Till Float SES	0112				50.00
Municipal Bank	Till Float	0113				200.00
Municipal Bank	Petty Cash on hand	0114				300.00
Total Cash						1,174,190.28
Less Restricted Cash						(924,578.11)
Total Unrestricted Cash						249,612.17

15.2 Accounts Paid by Authority – March 2023

File Reference:	ADM0066
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Finance Officer
Disclosure of Interest:	Nil
Attachments:	List of Accounts
Previous Reference:	Nil

Summary

Council is requested to receive the list of accounts paid by authority for the month of March 2023.

Background

In accordance with *Local Government (Financial Management) Regulations 1996 Clause 13* (1) schedules of all payments made through Council's bank accounts are presented to the Committee and to Council.

Comment

Unless otherwise identified, all payments have been made in accordance with Council's adopted 2022/2023 Budget.

Consultation

Nil

Statutory Environment

Regulation 12 of the *Local Government (Financial Management) Regulations* provides that:

- (1) A payment may only be made from the municipal fund or the trust fund —
 - (a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or
 - (b) otherwise, if the payment is authorised in advance by a resolution of the council.
- (2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

Regulation 13 of the *Local Government (Financial Management) Regulations* provides that:

- (1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —
 - (a) the payee's name;
 - (b) the amount of the payment;
 - (c) the date of the payment; and
 - (d) sufficient information to identify the transaction.
- (2) A list of accounts for approval to be paid is to be prepared each month showing —
 - (a) for each account which requires council authorisation in that month —
 - (i) the payee's name;
 - (ii) the amount of the payment; and
 - (iii) sufficient information to identify the transaction; and
 - (b) the date of the meeting of the Council to which the list is to be presented.
- (3) A list prepared under sub regulation (1) or (2) is to be —
 - (a) presented to the Council at the next ordinary meeting of the council after the list is prepared; and
 - (b) recorded in the minutes of that meeting.

Policy Implications

There are no policy implications arising from this amendment.

Financial Implications

There are no known financial implications upon either the Council’s current budget or long-term financial plan.

Strategic Implications

Goal 5	Innovation Leadership and Governance
Outcome 5.6	Financial systems are effectively managed
Strategy 5.6.1	Financial management and reporting systems are able to deliver on all administrative and management functions (including reporting) and long-term financial planning requirements

Risk Implications

Risk	Failure to present a detailed listing of payments in the prescribed form would result in non-compliance with the Local Government (Financial Management) Regulations 1996, which may result in a qualified audit.
Risk Rating (Prior to Treatment or Control)	Low (2)
Principal Risk Theme	Reputational / Legislative
Risk Action Plan (Controls or Treatment Proposed)	Nil

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements: Simple Majority	
Recommendation: That Council receive the Accounts for Payments for March 2023 as authorised under delegated authority and in accordance with the Local Government (Financial Management) Regulations 1996:	
To 31 March 2023:	
Municipal Account	\$259,833.31
Trust Account	\$300.00
Moved: _____ Seconded: _____	

SHIRE OF PINGELLY

ACCOUNTS PAID PRESENTED FOR ENDORSEMENT MARCH 2023

EFT NUMBER	DATE	CREDITOR NAME	INVOICE DESCRIPTION	BANK CODE	INVOICE AMOUNT	TOTAL
EFT9835	03/03/2023	FUEL DISTRIBUTORS OF WA PTY LTD	BULK FUEL	1		17,970.00
INV 38104082	10/02/2023	FUEL DISTRIBUTORS OF WA PTY LTD	10000L DIESEL DELIVERED TO SHIRE DEPOT		17,970.00	
EFT9836	03/03/2023	PINGELLY RECREATION & CULTURAL CENTRE	CATERING & EQUIPMENT HIRE	1		275.00
INV 1308	14/10/2022	PINGELLY RECREATION & CULTURAL CENTRE	LEMC MEETING 18 OCT 22		275.00	
EFT9837	03/03/2023	RUSSELL MALCOLM O'MEAGHER	REIMBURSEMENT	1		258.90
INV 02032023	02/03/2023	RUSSELL MALCOLM O'MEAGHER	PRE-EMPLOYMENT MEDICAL, POLICE CLEARANCE		258.90	
EFT9839	10/03/2023	CWA PUMPHREYS BRIDGE	CATERING	1		363.00
INV 49	15/02/2023	CWA PUMPHREYS BRIDGE	FEBRUARY 2023 COUNCIL MEETING		363.00	
EFT9840	10/03/2023	TELSTRA	MOBILE, TELEPHONE AND INTERNET CHARGES	1		1,190.61
INV 990000002747	12/02/2023	TELSTRA	MOBILE CHARGES & CEO NEW DEVICE - 11/02/2023 TO 10/03/2023		400.79	
INV K155559701-4	18/02/2023	TELSTRA	TELEPHONE & INTERNET CHARGES - 11/02/2023 TO 10/03/2024		789.82	
EFT9841	10/03/2023	HERSEY'S SAFETY PTY LTD	ASSORTED CONSUMABLES	1		810.43
INV 48671	14/02/2023	HERSEY'S SAFETY PTY LTD	SPRAY MARKER - WICKEPIN PINGELLY ROAD WORKS RRG05, CARBY CLEANER & RAGS - DEPOT WORKSHOP, EAR PLUGS & DUST MASKS - PPE		504.28	
INV 1760	16/02/2023	HERSEY'S SAFETY PTY LTD	SSSMIX THORTZ 50 SACHETS, TBARC20 BITUMEN REMOVER		306.15	
EFT9842	10/03/2023	UNITED FASTENERS WA P/L	ASSORTED CONSUMABLES	1		72.98
INV 609353	10/02/2023	UNITED FASTENERS WA P/L	BOLT ASSORTMENT, 1 X BOX OF CUTTING DISC		72.98	
EFT9843	10/03/2023	BUNNINGS BUILDING SUPPLIES	MATERIALS FOR MAINTENANCE	1		274.18
INV 2432/0147597	18/02/2023	BUNNINGS BUILDING SUPPLIES	BASIN, DRILL BITS, AIR NAILER - TOWN HALL DRIVER REVIVER AREA		274.18	
EFT9844	10/03/2023	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION	STAFF TRAINING	1		1,518.00
INV SI-003986	16/02/2023	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION	MEETING PRACTICES FOR GOOD GOVERNANCE OUTCOMES WALGA - 23/02/2023 - GEO		638.00	

INV SI-003987	16/02/2023	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION	WALGA TRAINING - LG ACT 1995 ESSENTIALS		638.00	
INV SI-003988	16/02/2023	WESTERN AUSTRALIA LOCAL GOVERNMENT ASSOCIATION	LG E-LEARNING COURSE - GEO		242.00	
EFT9845	10/03/2023	B.W. JAMES TRANSPORT PTY LTD	FREIGHT CHARGES	1		63.64
INV 235783	14/02/2023	B.W. JAMES TRANSPORT PTY LTD	CHLORINE FROM TELFORD INDUSTRIES		63.64	
EFT9846	10/03/2023	TELFORD INDUSTRIES	CHEMICAL	1		424.05
INV 678732	13/02/2023	TELFORD INDUSTRIES	20L DRUMS OF HYPO-CHLOR - EFFLUENT POND		424.05	
EFT9847	10/03/2023	SHIRE OF BROOKTON	ADVERTISING	1		50.00
INV 9256	21/02/2023	SHIRE OF BROOKTON	BROOKTON COMMUNITY RESOURCE CENTRE - SOCIAL MEDIA POSTS DECEMBER 2022		50.00	
EFT9848	10/03/2023	PATH WEST LABORATORY MEDICINE WA	PRE EMPLOYMENT CHECK	1		35.00
INV SOP2022004	31/01/2023	PATH WEST LABORATORY MEDICINE WA	DRUG AND ALCOHOL SCREENING		35.00	
EFT9849	10/03/2023	PINGELLY TYRE SERVICE	TYRE SERVICES	1		1,200.00
INV 8581	13/02/2023	PINGELLY TYRE SERVICE	STRIP AND REPAIR TYRE - MITSUBISHI TRITON PSM02, 2 TYRES - HOLDEN COLORADO PSM01, 2 TYRES - KUBOTA MOWER PROM8		730.00	
INV 8608	17/02/2023	PINGELLY TYRE SERVICE	SUPPLY AND FIT 2 TYRES - HOLDEN COLORADO PBM01		470.00	
EFT9850	10/03/2023	EASTERN HILLS SAWS & MOWERS PTY LTD	PARTS FOR PLANT	1		143.60
INV 49994#4	10/02/2023	EASTERN HILLS SAWS & MOWERS PTY LTD	AUTO CUT MOWING HEAD - SMALL PLANT		75.60	
INV 50013#5	15/02/2023	EASTERN HILLS SAWS & MOWERS PTY LTD	HANDLE LH W/RUBBER & ROCKER SWITCH WITH WIRE - SMALL PLANT		68.00	
EFT9851	10/03/2023	WA RETICULATION SUPPLIES	H-SP-I20-04 HUNTER I-20 ULTRA PLASTIC 4"	1		282.30
INV N4379	21/02/2023	WA RETICULATION SUPPLIES	H-SP-I20-04 HUNTER I-20 ULTRA PLASTIC 4", SP-89-39772P TORO 570-29 SERIES 50MM - MEMORIAL PARK		282.30	
EFT9852	10/03/2023	AGQUIRE RURAL HOLDINGS T/A BROOKTON RURAL TRADERS	PARTS FOR REPAIRS & MAINTENANCE	1		88.54
INV DI25017963	09/02/2023	AGQUIRE RURAL HOLDINGS T/A BROOKTON RURAL TRADERS	FITTINGS FOR TOILET - CEMETERY TOILETS		53.17	
INV DI25018208	17/02/2023	AGQUIRE RURAL HOLDINGS T/A BROOKTON RURAL TRADERS	REPLACEMENT P TRAP - PIONEER PARK TOILETS, REPLACEMENT P TRAP - TOWN HALL TOILETS		16.27	
INV DI25018308	21/02/2023	AGQUIRE RURAL HOLDINGS T/A BROOKTON RURAL TRADERS	FITTINGS FOR TOILET - OLD BOWLING CLUB BUILDING		19.10	

EFT9853	10/03/2023	PINGELLY RECREATION & CULTURAL CENTRE	CATERING	1		1,034.00
INV 1445	27/02/2023	PINGELLY RECREATION & CULTURAL CENTRE	22 - 24/02/2023 LG PRO MEETING		484.00	
INV 1446	28/02/2023	PINGELLY RECREATION & CULTURAL CENTRE	CULTURAL ARTS & FRAMEWORK MEETING AT THE PRACC - 01/03/2023		550.00	
EFT9854	10/03/2023	PINGELLY IGA EXPRESS	SUPPLIES AND REFRESHMENTS	1		335.90
INV 03/4807	13/02/2023	PINGELLY IGA EXPRESS	SAUSAGES, BREAD, NAPKINS FOR YOUTH BASKETBALL 13/02/23		49.00	
INV 03/4808	13/02/2023	PINGELLY IGA EXPRESS	FRUIT AND BOTTLED WATER - AGE IS JUST A NUMBER PROGRAM 13/02/2023		53.52	
INV 03/5258	14/02/2023	PINGELLY IGA EXPRESS	REFRESHMENTS FOR COUNCIL MEETING 15/02/2023, REFRESHMENTS FOR COUNCIL MEETING 15/02/2023		122.98	
INV 01/2149	20/02/2023	PINGELLY IGA EXPRESS	ITEMS FOR THE YOUTH BASKETBALL AND YOUTH ENGAGEMENT, ITEMS FOR THE YOUTH BASKETBALL AND YOUTH ENGAGEMENT		71.00	
INV 03/9975	27/02/2023	PINGELLY IGA EXPRESS	AGE IS JUST A NUMBER - 27/02/2023 - FRUIT PLATTERS -, AGE IS JUST A NUMBER - 27/02/2023 - FRUIT PLATTERS		39.40	
EFT9855	10/03/2023	TOLL TRANSPORT PTY LTD	FREIGHT CHARGES	1		68.02
INV 0490	12/02/2023	TOLL TRANSPORT PTY LTD	06/02/2023 FROM FRONTLINE		19.12	
INV 0491	19/02/2023	TOLL TRANSPORT PTY LTD	10/02/2023 FROM HERSEY'S, 15/02/2023 TO WATER EXAMINERS		48.90	
EFT9856	10/03/2023	CORSIGN WA	VARIOUS SIGNAGE	1		2,033.90
INV 72952A	13/02/2023	CORSIGN WA	ROAD WORK RELATED SIGNAGE - REVIEW STREET BRIDGE WORKS		1,808.40	
INV 73045	14/02/2023	CORSIGN WA	CORFLUTE MULTI MESSAGING - REVIEW STREET BRIDGE WORKS		154.00	
INV 72717	17/02/2023	CORSIGN WA	ST NAME PLATE - NAPPING POOL ROAD, 2 X L-BRACKETS & 2 X TD1 BRACKETS		71.50	
EFT9857	10/03/2023	EDGE PLANNING & PROPERTY	PLANNING SERVICES	1		607.75
INV 2234	20/02/2023	EDGE PLANNING & PROPERTY	TOWN PLANNING COSTS - JANUARY 2023 4.25 HOURS		607.75	
EFT9858	10/03/2023	AUTOPRO NORTHAM	PARTS FOR PLANT	1		18.60
INV 1047299	13/02/2023	AUTOPRO NORTHAM	2 X PUSH BUTTON SWITCHES - KOMATSU BACKHOE PBH3, 2 X INLINE FUSE HOLDERS - KOMATSU BACKHOE PBH3		18.60	
EFT9859	10/03/2023	SOUTH EAST CABINET MAKERS	BATHROOM UNIT	1		957.00
INV 1485	21/02/2023	SOUTH EAST CABINET MAKERS	VANITY UNIT - TOWN HALL		957.00	
EFT9860	10/03/2023	SOLAR PUMP SALES	ASSORTED MATERIALS AND FITTINGS	1		7,465.00
INV 7352	18/01/2023	SOLAR PUMP SALES	AS PER QUOTE 6090, 1X DAWSON 4SP2-18 Z DC/AC, 5X 330W POLY SOLAR PANELS, AND ASSORTED CONNECTIONS, FITTINGS AND CABLES.		7,465.00	
EFT9861	10/03/2023	3E ADVANTAGE PTY LTD	RICOH IMC6000LT COLOUR PHOTOCOPIER LEASE	1		367.40
INV 85075	21/02/2023	3E ADVANTAGE PTY LTD	MONHTLY PAYMENT - 04/03/2023 TO 04/04/2023		367.40	

EFT9862	10/03/2023	JADE LANG & WIREMU MCKENZIE-ANDERSON	7A WEBB STREET	1		200.00
INV 01032023	01/03/2023	JADE LANG & WIREMU MCKENZIE-ANDERSON	CONTRIBUTION TOWARDS DAMAGED TABLE FROM WATER LEAK		200.00	
EFT9863	17/03/2023	BOC GASES AUSTRALIA LIMITED	CONTAINER SERVICE	1		152.42
INV 4033420537	26/02/2023	BOC GASES AUSTRALIA LIMITED	OXYGEN MEDICAL SIZE C		152.42	
EFT9864	17/03/2023	TELSTRA	TELSTRA MOBILE CHARGES PLUS NEW DEVICE	1		400.79
INV 990000002928	12/03/2023	TELSTRA	WORKS MOBILES - 11/03/2023 TO 10/04/2023, ADMIN MOBILES - 11/03/2023 TO 10/04/2023, ADMIN MOBILES - NEW DEVICE CEO		400.79	
EFT9865	17/03/2023	SULLIVAN LOGISTICS PTY LTD	FREIGHT CHARGES	1		111.96
INV 28682	18/02/2023	SULLIVAN LOGISTICS PTY LTD	10/02/2023 FROM UNITED FASTENERS, 09/02/2023 FROM MATILDA AUTO, 08/02/2023 FROM MCINTOSH AND SON		111.96	
EFT9866	17/03/2023	TUDOR HOUSE	ASSORTED FLAGS	1		1,180.00
INV 7113	27/02/2023	TUDOR HOUSE	2 X AUSTRALIAN NATIONAL FLAGS - FULLY SEWN IN WOVEN POLYESTER 1800MM X 900MM, 2 X ABORIGINAL FLAGS - FULLY SEWN IN WOVEN POLYESTER 1800MM X 900MM, 1 X WEST AUSTRALIAN FLAG - FULLY SEWN IN WOVEN POLYESTER 1800MM X 900MM, POSTAGE		1,180.00	
EFT9868	17/03/2023	BEST OFFICE SYSTEMS	COPIER CHARGES	1		1,119.53
INV 612260	25/01/2023	BEST OFFICE SYSTEMS	COMMENCEMENT TO 20/01/2023, BLACK AND WHITE - 1580, COLOUR - 2679		343.28	
INV 613518	23/02/2023	BEST OFFICE SYSTEMS	COPIER COPY CHARGES IMC6000LT 20.01.2023 20.02.2023, WALLIS MISTAKE DEFAULT COPIER TO COLOUR NEW COPIER LED TO EXCESSIVE COLOUR COPY CHARGES		677.25	
INV 614001	09/03/2023	BEST OFFICE SYSTEMS	1 X KYOCERA TONER TK1184 FOR DEPOT PRINTER		99.00	
EFT9869	17/03/2023	GALVINS PLUMBING PLUS	VARIOUS PLUMBING SUPPLIES	1		1,092.37
INV 704133	17/02/2023	GALVINS PLUMBING PLUS	FXPA0012 CAROMA JUNIOR P TRAP PAN - OLD BOWLING CLUB BUILDING, TASH0208 SENZA INTEGRATED RAIL SHOWER CHROME - OLD BOWLING CLUB BUILDING, FXBH0001 VINCENT WALL BASIN 480MM - OLD BOWLING CLUB BUILDING, TAMH0142 MENO GANA FIXED BASIN MIXER - OLD BOWLING CLUB BUILDING		1,092.37	
EFT9870	17/03/2023	CONTRACT AQUATIC SERVICES	REIMBURSEMENT - ITEMS PURCHASED FOR SWIMMING POOL	1		286.88
INV 10032023	10/03/2023	CONTRACT AQUATIC SERVICES	BUNNINGS - BIRD REPELLENT - \$178.00, BUNNINGS - HOSE, FITTINGS, TIMER - \$108.88		286.88	
EFT9871	17/03/2023	WILLIAM VINCENT MULRONEY	PRESIDENTIAL ALLOWANCE AND SITTING FEES	1		2,800.00
INV 08032023	08/03/2023	WILLIAM VINCENT MULRONEY	JANUARY 2023 TO MARCH 2023		2,800.00	
EFT9872	17/03/2023	BRYAN HOTHAM	COUNCILLOR SITTING FEES	1		1,000.00
INV 08032023	08/03/2023	BRYAN HOTHAM	JANUARY 2023 TO MARCH 2023		1,000.00	
EFT9873	17/03/2023	PETER WOOD	COUNCILLOR SITTING FEES	1		1,000.00
INV 08032023	08/03/2023	PETER WOOD	JANUARY 2023 TO MARCH 2023		1,000.00	

EFT9874	17/03/2023	BOB WADDELL & ASSOCIATES PTY LTD	FINANCIAL ASSISTANCE	1		907.50
INV 3222	07/03/2023	BOB WADDELL & ASSOCIATES PTY LTD	RATES, - TRUST LICENSING			907.50
EFT9875	17/03/2023	JACKIE MCBURNEY	DEPUTY PRESIDENTIAL ALLOWANCE AND SITTING FEES	1		1,175.00
INV 08032023	08/03/2023	JACKIE MCBURNEY	JANUARY 2023 TO MARCH 2023			1,175.00
EFT9876	17/03/2023	TOLL TRANSPORT PTY LTD	FREIGHT CHARGES	1		29.78
INV 0493	05/03/2023	TOLL TRANSPORT PTY LTD	15/02/2023 TO STATE LIBRARY			29.78
EFT9877	17/03/2023	ANTHONY OLIVERI	COUNCILLOR SITTING FEES	1		1,000.00
INV 08032023	08/03/2023	ANTHONY OLIVERI	JANUARY 2023 TO MARCH 2023			1,000.00
EFT9878	17/03/2023	OFFICE OF THE AUDITOR GENERAL	AUDIT SERVICES	1		33,440.00
INV 0472	25/11/2022	OFFICE OF THE AUDITOR GENERAL	ROADS TO RECOVERY AUDIT 2021 2022 FINANCIAL YEAR			1,650.00
INV 0561	09/01/2023	OFFICE OF THE AUDITOR GENERAL	FINANCIAL YEAR AUDIT 2021 2022			29,370.00
INV 0551	10/01/2023	OFFICE OF THE AUDITOR GENERAL	LOCAL ROADS AND INFRASTRUCTURE AUDIT 2021 2022			2,420.00
EFT9879	17/03/2023	KARVMIR SINGH	COUNCILLOR SITTING FEES	1		1,000.00
INV 08032023	08/03/2023	KARVMIR SINGH	JANUARY 2023 TO MARCH 2023			1,000.00
EFT9880	17/03/2023	PETER MICHAEL NARDUCCI	COUNCILLOR SITTING FEES	1		1,000.00
INV 08032023	08/03/2023	PETER MICHAEL NARDUCCI	JANUARY 2023 TO MARCH 2023			1,000.00
EFT9881	17/03/2023	SAPIO PTY LTD	CCTV MONITORING AND SUBSCRIPTION - FEBRUARY 2023	1		187.00
INV 230158	10/03/2023	SAPIO PTY LTD	SHIRE OF PINGELLY CBD, MONTHLY SUBSCRIPTION - \$35.00, LABOUR INCLUDING MONITORING ON SERVERS - \$135.00			187.00
EFT9883	17/03/2023	PINGELLY COMMUNITY CRAFT CENTRE	CARAVAN PARK TAKINGS COMMISSION	1		684.73
INV 133	02/03/2023	PINGELLY COMMUNITY CRAFT CENTRE	FEBRUARY 2023			684.73
EFT9884	23/03/2023	HUGHES DIESEL MECHANICAL	MECHANICAL SERVICES	1		260.92
INV 1904	22/12/2022	HUGHES DIESEL MECHANICAL	REGAS AIRCON - MITSUBISHI FUSO PT16			260.92
EFT9885	23/03/2023	SULLIVAN LOGISTICS PTY LTD	FREIGHT CHARGES	1		236.39
INV 29429	28/02/2023	SULLIVAN LOGISTICS PTY LTD	17/02/2023 FROM CORSIGN, 16/02/2023 FROM GALVINS PLUMBING, 14/02/2023 FROM CORSIGN, 13/02/2023 FROM CORSIGN			236.39
EFT9886	23/03/2023	UNITED FASTENERS WA P/L	PART FOR PLANT	1		236.34
INV 611496	27/02/2023	UNITED FASTENERS WA P/L	SWIVEL HOOK - BACKHOE LOADER PBH3			236.34

EFT9887	23/03/2023	KOMATSU PTY LTD	PARTS FOR PLANT	1		34.19
INV 3123221	08/03/2023	KOMATSU PTY LTD	6 X 02896-11018 ORINGS - BACKHOE LOADER PBH3, 6 X 02896-11012 ORINGS - BACKHOE LOADER PBH3			34.19
EFT9888	23/03/2023	ST JOHN AMBULANCE AUSTRALIA (WA) INC.	FIRST AID COURSE REGISTRATION	1		160.00
INV FAINV0106261	07/03/2023	ST JOHN AMBULANCE AUSTRALIA (WA) INC.	EMCS FIRST AID COURSE - 7 MARCH 2023			160.00
EFT9889	23/03/2023	GREAT SOUTHERN FUEL SUPPLIES	FUEL CARD CHARGES - FEBRUARY 2023	1		1,659.09
INV 28022023	28/02/2023	GREAT SOUTHERN FUEL SUPPLIES	0PN, PN01, PN761, PN5628, PN523, BUSH FIRE TRUCK B			1,659.09
EFT9890	23/03/2023	BEST OFFICE SYSTEMS	PHOTOCOPIER CHARGES	1		49.50
INV 613381	22/02/2023	BEST OFFICE SYSTEMS	CESM PRINTER CHARGES - 20/01/2023 TO 20/02/2023			49.50
EFT9891	23/03/2023	GALVINS PLUMBING PLUS	PARTS AND MATERIALS FOR BUILDING UPGRADE	1		1,814.56
INV 722628	07/03/2023	GALVINS PLUMBING PLUS	TOILET SUITES & FLEX CONNECTOR - CHILDCARE BUILDING			1,814.56
EFT9892	23/03/2023	MCINTOSH & SON WA	PARTS FOR PLANT	1		2,280.92
INV 1783110	02/03/2023	MCINTOSH & SON WA	6 X BUCKET SEGMENTS AND BOLTS AND NUTS - WICKEPIN PINGELLY ROAD RRG05, FREIGHT - WICKEPIN PINGELLY ROAD RRG05			2,280.92
EFT9893	23/03/2023	NARROGIN AUTO ELECTRICS	AUTO ELECTRICAL SERVICES	1		928.81
INV 263660	08/08/2022	NARROGIN AUTO ELECTRICS	REPLACE WIRING HARNESS - BOMAG ROLLER PMR6			776.92
INV 264325	23/12/2022	NARROGIN AUTO ELECTRICS	BATTERY CABLE JOINER CONDUIT SPLIT TUBING - BACKHOE LOADER PBH3			151.89
EFT9894	23/03/2023	BROOKTON PLUMBING	PLUMBING SERVICES	1		196.90
INV 6788	27/02/2023	BROOKTON PLUMBING	REPAIRS TO LEAK IN HOTWATER SYSTEM PIPE 9A WEBB ST			196.90
EFT9895	23/03/2023	GREAT SOUTHERN WASTE DISPOSAL	WASTE AND RECYCLING COLLECTION INCLUDING SITE MANAGEMENT	1		15,479.00
INV 2398	07/03/2023	GREAT SOUTHERN WASTE DISPOSAL	DOMESTIC KERBSIDE REFUSE COLLECTION 25/01/2023 - 22/02/2023, RECYCLING KERBSIDE COLLECTION 14 & 28 FEBRUARY 2023, REFUSE SITE MAINTENANCE LABOUR 30/01/2023 - 27/02/2023, REFUSE SITE MAINTENANCE MACHINE HOURS 30/01/2023 - 27/02/2023, REFUSE SITE MAINTENANCE BULK WASTE & RECYCLING			15,479.00
EFT9896	23/03/2023	NARROGIN PACKAGING & MOTORCYCLES, NARROGIN HIRE & RETIC	PARK MAINTENANCE	1		348.20
INV 77023	21/11/2022	NARROGIN PACKAGING & MOTORCYCLES, NARROGIN HIRE & RETIC	RETICULATION PARTS AS REQUIRED - MEMORIAL PARK			348.20
EFT9897	23/03/2023	NARROGIN TOYOTA	VEHICLE SERVICE	1		495.34
INV JC24037254	27/02/2023	NARROGIN TOYOTA	80.000KM SERVICE - MAZDA CX5 PEMC1			495.34
EFT9898	23/03/2023	RURAL TRAFFIC SERVICES	TRAFFIC MANAGEMENT SERVICES	1		7,165.17

INV 4212	27/02/2023	RURAL TRAFFIC SERVICES	TRAFFIC CONTROL SERVICES - 20/02/2023 TO 24/02/2023		7,165.17	
EFT9899	23/03/2023	AMPAC DEBT RECOVERY PTY LTD	DEBT RECOVERY COSTS	1		10,948.34
INV 93482	28/02/2023	AMPAC DEBT RECOVERY PTY LTD	FEBRUARY 2023		10,948.34	
EFT9900	23/03/2023	COATES HIRE OPERATIONS PTY LTD	PLANT HIRE	1		2,743.95
INV 22167140	25/02/2023	COATES HIRE OPERATIONS PTY LTD	HIRE PORTABLE TRAFFIC LIGHTS - 25/01/2023 TO 25/02/2023		2,743.95	
EFT9901	23/03/2023	MAIN ROADS WESTERN AUSTRALIA	LINE MARKING	1		3,700.46
INV 8021490	28/02/2023	MAIN ROADS WESTERN AUSTRALIA	WICKEPIN-PINGELLY ROAD RRG05		3,700.46	
EFT9902	23/03/2023	WA CONTRACT RANGER SERVICES	RANGER SERVICES	1		1,672.00
INV 4538	22/02/2023	WA CONTRACT RANGER SERVICES	6 & 14 FEBRUARY 2023		836.00	
INV 4564	04/03/2023	WA CONTRACT RANGER SERVICES	20 & 28 FEBRUARY 2023		836.00	
EFT9903	23/03/2023	NUTRIEN AG SOLUTIONS	ASSORTED CONSUMABLES	1		7,504.22
INV 908365030	04/02/2023	NUTRIEN AG SOLUTIONS	GAS - FORKLIFT P104		167.20	
INV 908365031	04/02/2023	NUTRIEN AG SOLUTIONS	WATER PIPE CONNECTIONS & FITTINGS - OVAL		263.36	
INV 908390385	09/02/2023	NUTRIEN AG SOLUTIONS	COMPRESSION FEMALE ADAPTOR 90MMX2IN - CHILDCARE BUILDING		88.00	
INV 908397428	10/02/2023	NUTRIEN AG SOLUTIONS	WELDED FITTINGS - NEW TANKS, COERCO 4500L CORRUGATED TANK, PLUS WELDED FITTINGS		781.00	
INV 908399391	11/02/2023	NUTRIEN AG SOLUTIONS	POLY SEPTIC TANK & LEACH DRAINS - CEMETERY TOILET UPGRADE		2,392.50	
INV 908399392	11/02/2023	NUTRIEN AG SOLUTIONS	COERCO SLIMELINE TANK 3000L PLUS WELDED FITTINGS - MEMORIAL PARK, COERCO 4500L CORRUGATED TANK PLUS WELDED FITTINGS - CARAVAN PARK		2,937.00	
INV 908466698	24/02/2023	NUTRIEN AG SOLUTIONS	FITTINGS FOR WATER PIPES - REC GROUNDS		757.68	
INV 908484532	28/02/2023	NUTRIEN AG SOLUTIONS	FITTINGS FOR WATER PIPES - REC GROUNDS		117.48	
EFT9904	23/03/2023	FUEL DISTRIBUTORS OF WA PTY LTD	BULK DIESEL	1		16,146.00
INV 43103813	07/03/2023	FUEL DISTRIBUTORS OF WA PTY LTD	9000L OF DIESEL DELIVERED TO SHIRE DEPOT		16,146.00	
EFT9905	23/03/2023	NARROGIN HARDWARE AND BUILDING SUPPLIES	MATERIALS FOR CHILDCARE BUILDING	1		44.50
INV 115036	22/02/2023	NARROGIN HARDWARE AND BUILDING SUPPLIES	FITTINGS - CHILDCARE BUILDING		44.50	
EFT9906	23/03/2023	FRIENDS OF PINGELLY RAILWAY STATION	COMMUNITY GRANT SCHEME ROUND 2	1		2,597.65
INV 12	08/03/2023	FRIENDS OF PINGELLY RAILWAY STATION	PAUL NARDUCCI MEMORIAL GARDEN, REFURBISH GARDEN AT NORTH END OF STATION		2,597.65	
EFT9907	23/03/2023	MATILDA AUTO PARTS	PARTS FOR PLANT	1		269.50

INV 262685	01/02/2023	MATILDA AUTO PARTS	GLASS CLEANER, OIL FILTER - HOLDEN COLORADO PBM01		38.50	
INV 262883	09/02/2023	MATILDA AUTO PARTS	FILTERS - BACKHOE LOADER PBH3		231.00	
EFT9908	23/03/2023	PINGELLY TYRE SERVICE	TYRE REPAIR	1		99.00
INV 8702	13/03/2023	PINGELLY TYRE SERVICE	STRIP AND REPAIR TYRE - HOLDEN COLORADO PSM01, 1 X TYRE REPAIR FOR KUBOTA MOWER,		44.00	
INV 8710	13/03/2023	PINGELLY TYRE SERVICE	1 X TYRE REPAIR FOR COLORADO, 1 X TYRE REPAIR - KUBOTA MOWER PROM7,		55.00	
EFT9909	23/03/2023	SAFETY & RESCUE EQUIPMENT	HEIGHT SAFETY EQUIPMENT INSPECTIONS	1		1,111.00
INV 29272	28/02/2023	SAFETY & RESCUE EQUIPMENT	COMPREHENSIVE HEIGHT SAFETY EQUIPMENT INSPECTION - PRACC, COMPREHENSIVE HEIGHT SAFETY EQUIPMENT INSPECTION - OLD ROADS BOARD BUILDING, COMPREHENSIVE		1,111.00	
EFT9910	23/03/2023	PINGELLY HOTEL	CATERING	1		751.94
INV 0074	09/03/2023	PINGELLY HOTEL	EMPLOYEE RETIREMENT 1 MARCH 2023		420.00	
INV 0075	09/03/2023	PINGELLY HOTEL	CATERING FOR THE CULTURAL ARTS AND FRAMEWORK MEETING 01/03/23		198.96	
INV 0076	09/03/2023	PINGELLY HOTEL	REFRESHMENTS FOR COUNCIL KITCHEN		132.98	
EFT9911	23/03/2023	AGQUIRE RURAL HOLDINGS T/A BROOKTON RURAL TRADERS	CHILDCARE BUILDING	1		43.33
INV DI25018365	22/02/2023	AGQUIRE RURAL HOLDINGS T/A BROOKTON RURAL TRADERS	FITTINGS		43.33	
EFT9912	23/03/2023	PINGELLY IGA EXPRESS	SUPPLIES FOR YOUTH BASKETBALL	1		120.37
INV 03/3921	10/02/2023	PINGELLY IGA EXPRESS	BROOM & MOP HEADS - SHIRE DEPOT, SUGAR SOAP - MEMORIAL PARK		48.58	
INV 03/2926	07/03/2023	PINGELLY IGA EXPRESS	WHEELIE BIN LINERS - MEMORIAL PARK		6.35	
INV 03/3597	09/03/2023	PINGELLY IGA EXPRESS	SAUSAGES \$52.95 - OIL \$6.00 - SAUCE \$6.49		65.44	
EFT9913	23/03/2023	HOIST SALES AND HYDRAULIC REPAIRS PTY LTD	PARTS FOR PLANT	1		396.00
INV B2557	22/02/2023	HOIST SALES AND HYDRAULIC REPAIRS PTY LTD	1 X CK113 HOIST CONTROLL VALVE - MITSUBISHI FUSO PT13		396.00	
EFT9914	23/03/2023	TOLL TRANSPORT PTY LTD	FREIGHT CHARGES	1		39.92
INV 0492	26/02/2023	TOLL TRANSPORT PTY LTD	16/02/2023 FROM EASTERN HILLS SAWS AND MOWERS, 20/02/2023 FROM HERSEY'S SAFETY,		39.92	
EFT9915	23/03/2023	DEPARTMENT OF MINES, INDUSTRY REGULATION	BSL COLLECTIONS	1		56.65
INV BSLFEB23	10/03/2023	DEPARTMENT OF MINES, INDUSTRY REGULATION	FEBRUARY 2023		56.65	
EFT9916	23/03/2023	SNAP MANDURAH	PRINTING SERVICES	1	73	375.36

INV F140-16190	09/03/2023	SNAP MANDURAH	BUSINESS CARDS WITH BANK DETAILS		187.68	
INV F140-16191	09/03/2023	SNAP MANDURAH	BUSINESS CARDS - GEO		187.68	
EFT9917	23/03/2023	CORSIGN WA	VARIOUS SIGNAGE	1		105.60
INV 73143	28/02/2023	CORSIGN WA	2X COR8013 MALE TOILET SIGN (100X150) - METAL, 2X COR8014 FEMALE TOILET SIGN (100X150) - METAL, 2X COR8015 DISABLED TOILET SIGN (150X150) - METAL		105.60	
EFT9918	23/03/2023	OZWASHROOM	PARTS FOR BUILDING	1		708.53
INV 307497	28/02/2023	OZWASHROOM	KB200-01 WALL MOUNTED BABY CHANGE TABLE - TOWN HALL		708.53	
EFT9919	23/03/2023	MAXIPARTS OPERATIONS P/L	PART FOR PLANT	1		405.50
INV 5103397	22/02/2023	MAXIPARTS OPERATIONS P/L	4 X 30/30 BRAKE CHAMBERS - HAULMARK SIDE TIPPER PT23		199.98	
INV 5106707	24/02/2023	MAXIPARTS OPERATIONS P/L	1 X HEATER BLOWER MOTOR - MITSUBISHI FUSO PT16		205.52	
EFT9920	23/03/2023	PULSE LOCATING	LOCATING SERVICES	1		1,980.00
INV 5372	28/02/2023	PULSE LOCATING	UNDERGROUND UTILITY LOCATIONS		1,980.00	
EFT9921	23/03/2023	3E ADVANTAGE PTY LTD	PHOTOCOPIER MONTHLY PAYMENT	1		367.40
INV 82645	21/01/2023	3E ADVANTAGE PTY LTD	JANUARY 2023		367.40	
EFT9922	23/03/2023	SHERRIN RENTALS PTY LTD	HIRE OF PLANT	1		8,756.00
INV 5184048	28/02/2023	SHERRIN RENTALS PTY LTD	WATER CART HIRE FROM 01/02/2023 TO 23/02/2023		8,756.00	
EFT9923	23/03/2023	NARROGIN PUMPS SOLAR & SPRAYING	PARTS FOR BUILDING MAINTENANCE	1		120.78
INV 43960	15/08/2022	NARROGIN PUMPS SOLAR & SPRAYING	PLUMBINGS PARTS TO CLEAR BLOCKAGES - ADMIN BUILDING		120.78	
EFT9924	23/03/2023	AUSTRALIAN TAXATION OFFICE	GST LIABILITY	1		28,438.00
INV 23032023	23/03/2023	AUSTRALIAN TAXATION OFFICE	FEBRUARY 2023		28,438.00	
EFT9929	30/03/2023	PINGELLY IGA EXPRESS	ASSORTED REFRESHMENTS AND SUPPLIES	1		1,101.46

INV OLDRECEIPT S	23/03/2023	PINGELLY IGA EXPRESS	03/2250 - 19/09/2022 MILK, 03/2334 - 08/03/2022 MILK, 03/2759 - 05/05/2022 OBSERVER, 03/2779 - 20/09/2022 ASSORTED SUPPLIES FOR COUNCIL KITCHEN, 03/2779 - 20/09/2022 ASSORTED SUPPLIES FOR COUNCIL KITCHEN, 03/2882 - 05/05/2022 ASSORTED NAILS, 03/3251 - 01/07/2022 MILK, 03/3251 - 01/07/2022 TISSUES, 01/2603 - 08/07/2022 ICE, 01/2603 - 08/07/2022 SAUCE, OIL, BREAD, 01/7590 - 10/11/2022 ICE, 01/7590 - 10/11/2022 MILK, COFFEE, TEA BAGS, 01/7804 - 16/11/2022 ASSORTED SUPPLIES FOR COUNCIL KITCHEN, 01/7804 - 16/11/2022 ASSORTED SUPPLIES FOR COUNCIL KITCHEN, 03/0532 - 21/07/2022 TEA BAGS, MILK, COFFEE, SUGAR, 03/0826 - 15/09/2022 VINEGAR, 03/1626 - 11/11/2022 OBSERVER, 03/7844 - 19/05/2022 MILK, 03/7855 - 27/01/2022 SPONGE, SELLOTAPE, 03/8154 - 05/10/2022 SELLOTAPE, 03/8357 - 20/05/2022 WATERING CAN, 03/5889 - 29/09/2022 OBSERVER, 03/8721 30/11/2022 ICE, DISHWASHER TABLETS, 03/8743 - 06/10/2022 DIGGERS MINERAL TURPS, 03/8895 - 03/11/2022 ICE, 03/8895 - 03/11/2022 TEA BAGS, MILK, 03/8916 - 01/12/2022 DUCT TAPE, 03/8917 - 01/12/2022 OBSERVER, 03/9105 - 01/12/2022 CABLE TIES, 03/9174 - 01/12/2022 CORNFLOUR, 03/9404 - 02/12/2022 BATTERIES, 01/3292 - 21/12/2021 BBQ BUNS, FRUIT N VEG, 03/2141 - 11/01/2022 MILK, 03/2423 - 12/01/2022 MASKING TAPE, 03/3178 - 14/01/2022 GLEN 20, 03/3351 - 14/01/2022 MASKING TAPE, 03/4576 - 18/01/2022 SCOURERS, MASKING TAPE, STEEL WOOL, 03/5224 - 05/10/2021 LIQUID NAILS, 03/9005 - 07/10/2022 ICE, 03/3441 - 13/12/2022 ICE, 03/3441 - 13/12/2022 MILK, 03/3534 - 16/11/2022 BATTERIES, 03/5270 - 31/08/2022 TEA BAGS, COFFEE, 03/5375 - 09/06/2022 MILK, 03/5457 - 16/03/2022 HOSE JOINER, CABLE TIES, 03/5754 - 17/03/2022 MASKING TAPE, 03/5886 - 29/09/2022 GUMPTION, SCOUR SPONGE, 03/5961 - 29/09/2022 MILK, 03/6182 - 27/10/2022 MILK, 03/6348 - 30/09/2022 DIGGERS MINERAL TURPS, 03/6471 - 24/11/2022 SUPERCOAT D/F, 03/6957 - 22/12/2022 ICE, 03/6957 - 22/12/2022 BUTTER, SAUCE, 03/7417 - 20/04/2022 MILK, COFFEE, 03/7508 - 09/08/2022 MILK			1,101.46
TOTAL EFT						208,624.55
CHEQUE NUMBER	DATE	CREDITOR	INVOICE DESCRIPTION	BANK CODE	INVOICE AMOUNT	TOTAL
24925	10/03/2023	SHIRE OF PINGELLY	VEHICLE REGISTRATION RENEWAL PN172	1		432.65
INV PN3982023	31/01/2023	SHIRE OF PINGELLY	PN398 REGISTERED TO 01/11/2023		176.30	
INV PN17223	11/02/2023	SHIRE OF PINGELLY	PN172 REGISTERED TO 01/11/2023		256.35	
24926	17/03/2023	SYNERGY	SHIRE STREETLIGHT CHARGES	1		3,186.13
INV 2045764054	07/03/2023	SYNERGY	25/01/2023 TO 24/02/2023, 198 LIGHTS		3,186.13	
24927	17/03/2023	SHIRE OF PINGELLY - PETTY CASH	PETTY CASH RECOUP - FEBRUARY 2023	1		189.20
INV 01032023	01/03/2023	SHIRE OF PINGELLY - PETTY CASH	07/10/2022 BUNNINGS - BAYLISS OUTDOOR MAT - \$22.65, 07/10/2022 BUNNINGS - OATES HANDLE MOP - \$24.60, 07/11/2022 STEELO'S GUNS AND OUTDOORS - KEY CUTTING - \$20.00, 24/11/2022 NUTRIEN - WHITE NETTING CLIPS - \$11.55, 30/11/2022 PINGELLY PHARMACY - VIRASAN SURFACE DISINFECTANT - \$15.90, 30/11/2022 COLES - CHOCOLATES FOR AUSTRALIA DAY - \$64.00, 30/11/2022 PINGELLY COMMUNITY CRAFT CENTRE - GLUE STICKS FOR HOT GLUE GUN - \$2.00, 02/12/2022 WOOLWORTHS - 3 X GLEN 20 DISINFECTANT - \$28.50		189.20	
24928	30/03/2023	WATER CORPORATION	WATER ACCOUNT CHARGES	1		24,336.40
INV WAT - JAN 23 TO	10/03/2023	WATER CORPORATION	VARIOUS SHIRE PROPERTIES		22,641.45	

INV WAT - JAN 23 TO	10/03/2023	WATER CORPORATION	VARIOUS SHIRE PROPERTIES		1,694.95	
TOTAL						28,144.38
PAYROLL	DATE	CREDITOR	INVOICE DESCRIPTION	BANK CODE	INVOICE AMOUNT	TOTAL
EFT9834	03/03/2023	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	1		470.53
EFT9838	03/03/2023	WEST AUSTRALIAN SHIRE COUNCILS & MUNICIPAL ROAD BOARDS AND PARKS LGRCEU	PAYROLL DEDUCTIONS	1		132.00
EFT9867	17/03/2023	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	1		470.53
EFT9882	17/03/2023	WEST AUSTRALIAN SHIRE COUNCILS & MUNICIPAL ROAD BOARDS AND PARKS LGRCEU	PAYROLL DEDUCTIONS	1		132.00
EFT9928	30/03/2023	CHILD SUPPORT AGENCY	PAYROLL DEDUCTIONS	1		470.53
EFT9930	30/03/2023	WEST AUSTRALIAN SHIRE COUNCILS & MUNICIPAL ROAD BOARDS AND PARKS LGRCEU	PAYROLL DEDUCTIONS	1		110.00
DD13543.1	14/03/2023	AWARE SUPER	PAYROLL DEDUCTIONS	1		7,341.29
DD13543.2	14/03/2023	COLONIAL FIRSTSTATE FIRSTCHOICE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	1		515.33
DD13543.3	14/03/2023	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1		799.22
DD13543.4	14/03/2023	MLC	SUPERANNUATION CONTRIBUTIONS	1		698.72
DD13543.5	14/03/2023	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	1		240.01
DD13543.6	14/03/2023	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	1		350.41
DD13543.7	14/03/2023	AMP SUPER FUND	SUPERANNUATION CONTRIBUTIONS	1		213.61
DD13543.8	14/03/2023	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	1		45.77
DD13560.1	28/03/2023	AWARE SUPER	PAYROLL DEDUCTIONS	1		7,487.09
DD13560.2	28/03/2023	COLONIAL FIRSTSTATE FIRSTCHOICE PERSONAL SUPER	SUPERANNUATION CONTRIBUTIONS	1		521.50

DD13560.3	28/03/2023	AUSTRALIAN SUPER	SUPERANNUATION CONTRIBUTIONS	1		710.14
DD13560.4	28/03/2023	PRIME SUPER	SUPERANNUATION CONTRIBUTIONS	1		243.32
DD13560.5	28/03/2023	HOSTPLUS	SUPERANNUATION CONTRIBUTIONS	1		350.41
DD13560.6	28/03/2023	AMP SUPER FUND	SUPERANNUATION CONTRIBUTIONS	1		224.43
DD13560.7	28/03/2023	MLC	SUPERANNUATION CONTRIBUTIONS	1		249.61
DD13560.8	28/03/2023	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	1		105.09
TOTAL						21,881.54
CREDIT CARDS	DATE	CREDITOR	INVOICE DESCRIPTION	BANK CODE	INVOICE AMOUNT	TOTAL
DD13544.1	14/03/2023	BENDIGO BANK CREDIT CARDS	EMW CREDIT CARD RECONCILIATION - FEBRUARY 2023	1		4.00
INV 14032023	14/03/2023	BENDIGO BANK CREDIT CARDS	27/02/2023 BENDIGO BANK - CREDIT CARD FEE - \$4.00	1	4.00	
DD13545.1	14/03/2023	BENDIGO BANK CREDIT CARDS	EMCS CREDIT CARD RECONCILIATION - FEBRUARY 2023	1		44.22
INV 14032023	14/03/2023	BENDIGO BANK CREDIT CARDS	12/02/2023 PINGELLY POST OFFICE - WORKING WITH CHILDREN APPLICATION FOR AGE IS JUST A NUMBER PROGRAM - \$11.00 12/02/2023 PINGELLY POST OFFICE - WORKING WITH CHILDREN APPLICATION FOR AGE IS JUST A NUMBER PROGRAM - \$11.00 26/02/2023 WILSON PARKING - PARKING FOR STAFF TRAINING - \$18.22 27/02/2023 BENDIGO BANK - CREDIT CARD FEE - \$4.00	1	44.22	
DD13546.1	14/03/2023	BENDIGO BANK CREDIT CARDS	CEO CREDIT CARD RECONCILIATION - FEBRUARY 2023	1		1,134.62
INV 14032023	14/03/2023	BENDIGO BANK CREDIT CARDS	10/02/2023 SPOTLIGHT INNALOO - MATERIALS FOR AGE IS JUST A NUMBER PROGRAM - \$295.45 14/02/2023 FACEBOOK - ADVERTISING AUSTRALIA DAY CELEBRATIONS - \$41.72 14/02/2023 FACEBOOK - ADVERTISING BUSINESS PLANNING FUND - \$144.45 14/02/2023 FACEBOOK - ADVERTISING YOUTH BASKETBALL - \$135.16 26/02/2023 ST ANNES FLORIST - FLOWERS FOR CR MULRONEY - \$98.00 26/02/2023 OFFICEWORKS OSBORNE PARK - MATERIALS FOR DRIVER REVIVER OPENING - \$146.84 26/02/2023 OFFICEWORKS OSBORNE PARK - OFFICE DESK CHAIR - \$269.00 27/02/2023 BENDIGO BANK - CREDIT CARD FEE - \$4.00	1	1,134.62	
TOTAL						1,182.84
PAYROLL	DATE	CREDITOR	INVOICE DESCRIPTION	BANK CODE	INVOICE AMOUNT	TOTAL
EFT9926	28/03/2023	ARTS NARROGIN INC.	BOND REFUND	7		100.00

INV T303	27/03/2023	ARTS NARROGIN INC.	COMMUNITY BUS HIRE BOND \$100.00	7	100.00	
EFT9927	28/03/2023	VIRTUAL VILLAGE	BOND REFUND	7		100.00
INV T300	27/03/2023	VIRTUAL VILLAGE	PINGELLY COMMUNITY BUS HIRE BOND \$100.00	7	100.00	
EFT9925	28/03/2023	PINGELLY ARTS & CRAFTS GROUP INC	BOND REFUND	7		100.00
INV T250	13/03/2023	PINGELLY ARTS & CRAFTS GROUP INC	COMMUNITY BUS HIRE BOND \$100.00	7	100.00	
TOTAL						300.00
GRAND TOTAL						260,133.31

16. DIRECTORATE OF WORKS

16.1 Proposed Outbuilding

File Reference:	A6260
Location:	Lot 294 (No. 64) Raglan Street, Pingelly
Applicant:	G Shehan & C Lloyd
Author:	Administration Officer Technical and Consultant Planner
Disclosure of Interest:	Edge Planning & Property receive payment for Planning advice to the Shire and declare a Financial Interest (section 5.70 of the Local Government Act 1995)
Attachments:	Nil
Previous Reference:	Nil

Summary

Council to consider an application for an outbuilding at Lot 294 (No. 64) Raglan Street, Pingelly.

Background

The applicant has submitted an application for development consent for a proposed outbuilding (shed) with an area of 98m² at Lot 294 Raglan Street. The proposed outbuilding is 14m long, 7m wide, has a 3m wall height and is 3.62m to the roof apex.

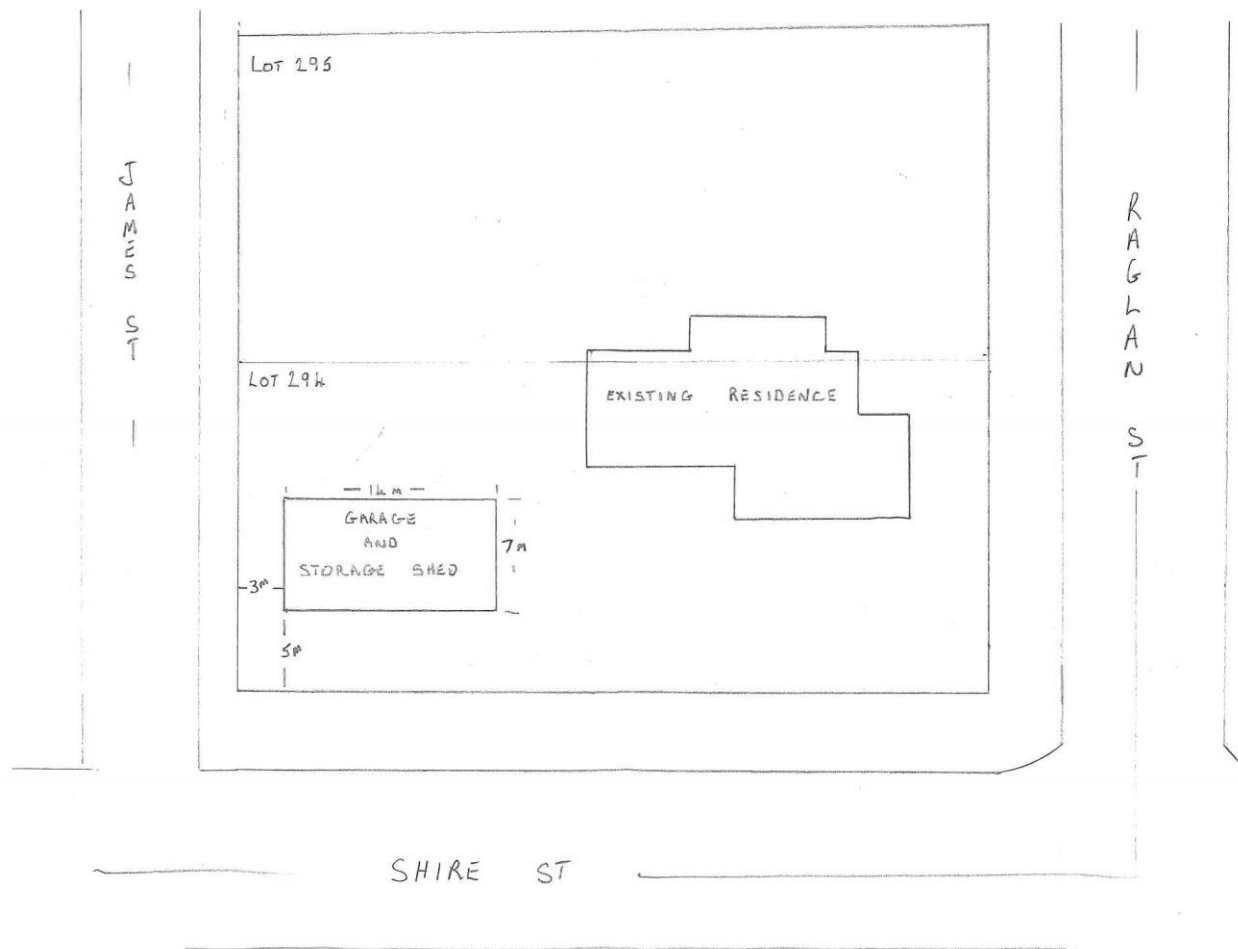
The outbuilding will be constructed in Colorbond materials and is proposed to be located in the south-west corner of the property (the site). The outbuilding is proposed to be setback 3m from the western property boundary (James Street) and 5m from the southern boundary (Shire Street). The outbuilding is proposed to be accessed from Shire Street.

The site is 1012m² in area and contains a dwelling and a small garden shed. The site has frontage to three streets in Raglan Street, Shire Street and James Street. The site is undulating and has rocky areas. The applicant also owns Lot 295 and house is located to the rear of Lot 294 with garden shed on Lot 295.

The site is zoned 'Residential R12.5/R25' under the *Shire of Pingelly Local Planning Scheme No. 3* and is located outside of the bushfire prone area.

This application is required to be considered by Council given the proposed outbuilding is over 75m² on Residential zoned land.





Comment

The Development Application is conditionally supported given:

- The application is considered consistent with Design Principle P3 Outbuildings from *State Planning Policy 7.3 - Residential Design Codes* which states 'Outbuildings that do not detract from the streetscape or the visual amenity of the residents or neighbouring properties.' This includes that the outbuilding will be located to the rear of the dwelling;
- The outbuilding is considered compatible with its setting in terms of height, bulk, scale, orientation and appearance;
- There are no overshadowing issues with neighbouring properties;
- The outbuilding complies with development standards other than the floor area;
- The outbuilding is not located in a bush fire prone area;
- The site bounds three streets with proposed setbacks being consistent with expectations for outbuildings on a corner lot; and
- Recommended development conditions and advice can assist to control the use and management of the development.

The proposed outbuilding is recommended for approval, with conditions.

Consultation

The Shire sought comments from neighbours. No submissions were received.

Statutory Environment

Shire of Pingelly's Local Planning Scheme No.3

Policy Implications

Local Planning Policies are relevant in assessing the Development Application. Local Planning Policies are non-statutory documents which are designed to provide guidance to assist the Council in its decision making. Accordingly, the Council is not bound by the policies but is

required to have regard to the policies in determining the Development Application. The key Local Planning Policy is *13.2 Outbuildings*. This in part states:

‘In any residential zone with an R10 code or above in the Shire:

- a. Non-masonry construction, where the total non-masonry outbuilding area does not exceed 60m² and the total outbuilding area does not exceed 75m²;
- b. Masonry or other approved construction, where the total outbuilding area has walls constructed of the same materials and appearance as the house and does not exceed 75m² and no parapet wall is greater in length than 8m;
- c. Wall height of any outbuildings not to exceed 3m. This height limitation also applies to parapet walls. In the case of gable roof construction, the maximum building height is not to exceed 4.2m;
- d. Prior to considering a parapet wall construction over 8m in length, the applicant will present Council with written agreement to the same by any affected adjoining landowner;
- e. No planning consent or building licence approval will be granted or issued for any outbuildings, on any Residential zoned lot, which does not contain a residence;
- f. The applicant providing the Shire with a written undertaking that the outbuilding constructed, will only be used for the purpose permitted within the zone in which it is located, under the provisions of the Shire’s operative Local Planning Scheme;
- g. Any development application which does not comply with the above, shall be referred to Council for consideration.’

Financial Implications

There are no financial implications in relation to this matter other than receipt of the Development Application fee.

Strategic Implications

Goal 3	Built Environment
Outcome 3.2	New development (including commercial) is of a high quality and contributes positively to the character and appearance of the town.
Strategy 3.2.1	Encourage new developments to be designed and built in a way that reduces pressure on and demand for resources (e.g. energy efficiency and water conservation) and gives priority to development/ infill of currently zoned land.

Risk Implications

Risk	The key risk arises from the failure to consult with neighbouring properties resulting in complaints. This has been managed through the consultation process.
Risk Rating (Prior to Treatment or Control)	Low (4)
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Nil

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastr
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium

Voting Requirements:

Simple majority

Recommendation:

That Council grant Development Approval for an outbuilding at Lot 294 on Deposited Plan 223045 (No. 64) Raglan Street, Pingelly pursuant to Schedule 2, Clause 68 of the *Planning and Development (Local Planning Schemes) Regulations 2015* and subject to the following conditions and advice notes:

Conditions

1. The development hereby approved must be carried out in accordance with the submitted plans and specifications (addressing all conditions) or otherwise amended by the local government and these shall not be altered and/or modified without the prior knowledge and written consent of the local government.
2. The provision of details with the Building Permit application as to how stormwater will be addressed for the proposed development to the satisfaction of local government. The local government will require that all stormwater from the outbuilding shall be collected and detained on site to the satisfaction of the local government prior to occupation. The stormwater facilities provided in accordance with this condition shall be permanently maintained in an operative condition to the satisfaction of the local government.
3. The outbuilding is not used for industrial, commercial or habitable purposes. Instead, the approved outbuilding is to be used solely for purposes incidental and ancillary to the enjoyment of the dwelling.
4. It is recommended that at some stage the two lots 294 & 295 be amalgamated into one lot.

Advice Notes

- A) The proponent is advised that this development approval is not a Building Permit. A Building Permit must be formally applied for and obtained before the commencement of any site and/or development works.
- B) If the development, subject of this approval is not substantially commenced within a period of 2 years or another period specified in the approval after the date of the determination, the approval will lapse and be of no further effect.
- C) If an applicant 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.

Moved: _____ Seconded: _____

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

Nil

18. NEW OR URGENT BUSINESS INTRODUCED BY DECISION OF THE MEETING

New business of an urgent nature introduced by decision of the meeting. Best practice provides that Council should only consider items that have been included on the Agenda (to allow ample time for Councillors to research prior to the meeting) and which have an Officer Report (to provide the background to the issue and a recommended decision).

19. CONFIDENTIAL ITEMS

Recommendation:

That pursuant to Section 5.23 of the Local Government Act 1995 these items be dealt with, with the public excluded as the item deals with matters of a confidential nature.

Moved:_____Seconded:_____

19.1 Request for Tender 01/2023 Provision of GP Services

Voting Requirements:

Simple Majority

Officer's Recommendation:

That Council

- 1. Accepts the tender submitted from Bukunmi Olubodun Investments Pty Ltd for the provision of medical services to the Pingelly community; and**
- 2. Delegates the Chief Executive Officer to negotiate and sign a contract accordingly.**

Moved:_____Seconded:_____

Recommendation:

That the meeting be re-opened to the public.

Moved:_____Seconded:_____

20. CLOSURE OF MEETING

The Chairman to declare the meeting closed.