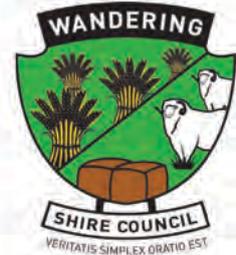


SHIRE OF WANDERING

22 Watts Street, Wandering WA 6308
Ph: 08 9884 1056
www.wandering.wa.gov.au



Our Vision:

Wandering is a community of responsible, resilient and adaptable residents thriving in our scenic, economically diverse environment.

ORDINARY MEETING OF COUNCIL

Agenda 19 November 2020

Dear Elected Member

The next Ordinary Meeting of Council of the Shire of Wandering will be held on 19 November 2020, in the Council Chambers, 22 Watts Street, Wandering, commencing at 3:30pm.

**BARRY GIBBS,
ACTING CHIEF EXECUTIVE OFFICER**

We wish to acknowledge the traditional custodians of the land we are meeting on today. We acknowledge and respect their continuing culture and the contribution they make to the Shire of Wandering, and convey our respects to Elders past and present

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ORDINARY MEETING OF COUNCIL AGENDA

1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

2. RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE (PREVIOUSLY APPROVED)

Present:

Cr I Turton	Shire President	Cr B Whitely	
Cr G Parsons	Deputy Shire President	Cr M Watts	
Cr J Price		Cr P Treasure	
Cr G Curtis			
		Barry Gibbs	Acting CEO

Apologies:

Belinda Knight CEO

3. DISCLOSURE OF INTERESTS

3.1. DISCLOSURE OF INTEREST AFFECTING IMPARTIALITY

Division 6 Subdivision 1 of the Local Government Act 1995 requires Council Members and Employees to declare any direct or indirect financial interest or general interest in any matter listed in this Agenda.

The Act also requires the nature of the interest to be disclosed in writing before the meeting or immediately before the matter be discussed.

NB: A Council member who makes a disclosure must not preside or participate in, or be present during, any discussion or decision-making procedure relating to the declared matter unless the procedures set out in Sections 5.68 or 5.69 of the Act have been complied with.

DISCLOSURE OF INTEREST AFFECTING IMPARTIALITY

Disclosures of Interest Affecting Impartiality are required to be declared and recorded in the minutes of a meeting. Councillors who declare such an interest are still permitted to remain in the meeting and to participate in the discussion and voting on the particular matter. This does not lessen the obligation of declaring financial interests etc. covered under the Local Government Act.

To help with complying with the requirements of declaring Interests Affecting Impartiality the following statement is recommended to be announced by the person declaring such an interest and to be produced in the minutes.

"I (give circumstances of the interest being declared, eg: have a long-standing personal friendship with the proponent). As a consequence, there may be a perception that my impartiality on this matter may be affected. I declare that I will consider this matter on its merits and vote accordingly".

3.2. DISCLOSURE OF FINANCIAL/PROXIMITY INTERESTS

4. PUBLIC QUESTION TIME

5. APPLICATIONS FOR LEAVE OF ABSENCE

6. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**6.1. ORDINARY MEETING OF COUNCIL HELD – 15/10/2020****COUNCIL DECISION**

That the Minutes of the Ordinary Meeting of Council held 15th October 2020 be confirmed as a true and correct record of proceedings without amendment.

7. ANNOUNCEMENTS BY SHIRE PRESIDENT AND/OR DEPUTY PRESIDENT WITHOUT DISCUSSION**8. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS****9. REPORTS OF COMMITTEES AND/OR WORKING GROUPS**

10. ACTING CHIEF EXECUTIVE OFFICER'S REPORTS

10.1.DRAFT POLICY 75 – GOVERNANCE FRAMEWORK

Proponent	Shire of Wandering
Owner	
Location/Address	
Author of Report	Belinda Knight, CEO
Date of Meeting	19/11/2020
Previous Reports	
Disclosure of any Interest	Nil
File Reference	04.041.04111
Attachments	Draft Policy 75

BRIEF SUMMARY

To consider a policy to provide Councillors, Staff and the community with a guide to the Governance Framework adopted by the Shire.

BACKGROUND

This policy was initiated as a recommendation from the City of Perth enquiry. The following is an excerpt from Civic Legal "City of Perth Inquiry: Lessons for Local Governments":

When Mr Tony Power completed his inquiry into the City of Perth on 30 June 2020, he re-ignited the debate about good governance amongst local governments throughout Western Australia.

This was the largest, most significant inquiry into a WA local government. It examined 104 witnesses over 547 hours in a 26 month period and cost some \$5 million.

What does this mean for local government?

Prudent local governments throughout the State should start examining (or re-examining) the state of their own governance now, well before any programme of reform or increased scrutiny begins.

This will mean becoming more proactive on the governance front. Prudent and proactive administrations will be aiming to be on the front foot should the spotlight turn on their organisation.

How does a poor governance culture arise?

A poor governance culture can arise in various ways. It can arise from the actions of people with personal motivations and greed. However, it can also arise when elected members and local government staff work hard and act with the best intentions, but without fully understanding their roles, or the rules and regulations that govern them.

And for administrations, there is often the tension between creating and developing sound systems and procedures to support good governance, and dealing with the demands of the day to day.

All these can combine to cause a poor governance culture to develop gradually over years, with behaviours becoming more and more entrenched.

The following kinds of attitudes of elected members are tell-tale signs that the governance culture on council may need some work:

Thinking it does not matter to stray occasionally into matters which are the responsibility of the administration;

Believing that political point-scoring is a part and parcel of the role, when it is not;

Believing that if elected on a 'platform' of change, one can look like an agent for change by sweeping aside the incumbent CEO, without regard to his or her competence;

Being tempted into factionalism and thereby sacrificing leadership capital;

Not valuing the concept of good governance enough to provide sufficient budget support;

Not understanding that training has significant value and takes time and effort.

How does one tackle the challenges of governance and culture?

Perhaps the first step is to see the interplay between governance and culture as one between structures and behaviour.

The structures are clearly there. They are in the Local Government Act 1995 and its associated regulations. This is where we could see (further) reform.

But when it comes to behaviour, we enter a complex arena, as any human resources expert will tell you.

Training is of course now mandated under Part 10 of the Local Government (Administration) Regulations 1996 (WA) and the Local Government Regulations Amendment (Induction and Training) Regulations 2019.

Training in terms of imparting information about relevant statutory regulations is helpful. However, true improvements in culture will only come about when there is a willingness on the part of councillors to check their own values and beliefs. Then, there is the work of constant reminders until the idea of governance becomes internalised.

One thing is for sure: local governments should start budgeting for better governance.

There is a real cost for bad governance

How might a local government go about budgeting for good or better governance?

The \$7 million-plus that the City of Perth has to pay the State Government for the inquiry was not the only cost. Staff turnover, fees for external consultants and lawyers, and the cost of managing the issues related to the inquiry should be put into the calculation.

If one adds the fees of external consultants and lawyers, including those appointed to advise affected officers and elected members, then one can probably add another \$5 million or so.

Local governments should look at their budget for governance and seriously consider whether that is sufficient, in light of the damage caused to the sector by Mr Power's report.

The prudent use of that budget item could save many dollars on managing the bushfires of governance failure.

Conclusion

Many lessons can be learned from the City of Perth inquiry.

Perhaps one lesson is that poor governance can affect both large and small organisations. Perhaps another might be that bad governance takes many years to be built up. And yet another would be that ignoring governance can be very costly and damaging – not only to one's own local government, but to the sector as a whole.

STATUTORY/LEGAL IMPLICATIONS

Local Government Act 1995 s2.7(2)(b)

POLICY IMPLICATIONS

As attached

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

PROVIDE STRONG LEADERSHIP

Our Goals	Our Strategies
A well informed Community	Foster Opportunities for connectivity between Council and the Community
We plan for the future and are strategically focused	Ensure accountable, ethical and best practice governance Service Level Plans detail operational roles, responsibilities and resources.

CONSULTATION/COMMUNICATION

Via various Webinars etc

COMMENT

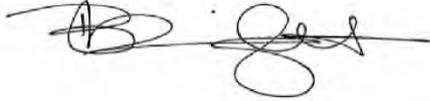
The attached Policy has previously been distributed to Councillors on 30/09/2020. As at 09/10/2020 no comments or corrections were received.

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION – ITEM 10.1 DRAFT POLICY 75 GOVERNANCE FRAMEWORK

That Council adopts Draft Policy 75, Governance Framework, as attached.

AUTHOR'S SIGNATURE:A handwritten signature in black ink, appearing to be 'B. Jones', written over a horizontal line.



Shire of Wandering Governance Framework

Adaptability | Perseverance | Accountability | Diligence



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1 INTRODUCTION

The Shire of Wandering (the Shire) requires a corporate governance framework to be able to provide services and facilities, by proper and democratic government, to the broad range of stakeholders with an interest in the region, including residents, businesses, workers and visitors.

Governance is an important concept and impacts on all sectors of the community. The practice of good governance is increasingly seen as critical for ensuring that:

- the organisation meets legal and ethical compliance
- decisions are made in the interests of all stakeholders
- the organisation behaves as a good corporate citizen.

There are a range of benefits that can be derived from the development and implementation of an effective governance framework in local government.

These include:

- providing clear guidelines for the roles of the Council, Council Members and the CEO (and employees), ensuring that all responsibilities are properly allocated, and performance expectations are well understood
- enshrining best practice in relation to 'board processes' (which are relevant to the elected Council)
- assisting Council and the CEO in delivering good governance
- ensuring legal and ethical compliance
- influencing processes throughout the organisation by setting guidelines for strategic planning at all levels
- acting as a point of reference for disputes
- assisting as an induction tool for new Council Members and employees.

The principles and practices of good governance and guiding documents plot the specific processes of decision-making and by which the Shire is directed, controlled and held to account. Good governance ensures that the Shire can manage its many complex responsibilities effectively in the best interests of the community.

For an organisation to demonstrate good governance, there needs to be a clear understanding about responsibility and accountability. This *Governance Framework* has been produced to set out the roles of Council Members and the organisation, and their relationships, along with financial, legal and ethical considerations.

The Shire's Governance Framework consists of four key principles required to achieve excellence in governance:

- Culture and Vision.
- Roles and Relationships.
- Decision-making and Management.
- Accountability.

Each principle is divided into sub-categories where the theory of the principle is explained and then how the theory is put into action at, or by the Shire.

2 DEFINITIONS

Term	Meaning
Act	The <i>Local Government Act 1995</i> .
Audit	The inspection or examination of a Shire activity or facility to evaluate or improve its appropriateness, efficiency or compliance.
Department	A functional work group of the organisation that consists of a Coordinator or Executive Manager and employees that perform particular functions of the Shire.
CEO	The Chief Executive Officer who is most senior employee in the organisation. The CEO is appointed by and directly accountable to the Council.
Shire	The local government of the Shire of Wandering.
Community	The entire population within the Shire of Wandering district. It also extends to those who work or invest in the district or visit the area for recreational or similar reasons. (See also section 3.2 – Community defined.)
Committee member	A member of a committee appointed by the Council but does not include an Elected Member.
Council	The Council Members meeting as a Council under the Act.
Committee	A Committee of Council established by Council under the Act and constituted by Council Members, employees or members of the public.
Council meeting	A meeting of Council conducted in accordance with the Act.
District	The area of the State prescribed by legislation that a local government is required to administer.
Council Members	The President and Council Members of the Shire.
Employee	A person employed or appointed by the local government in accordance with the Act.
Community Strategic Plan	The Shire's <i>Community Strategic Plan</i> adopted by Council in accordance with the Act.
Local government	A body corporate established under the Act.
President	A person elected by the Council Members from among their number, for a 2 year term, to hold the position as the leader of the Council/ local government under the Act.
Natural justice	The right to be given a fair hearing and the opportunity to present one's case, the right to have a decision made by an unbiased or disinterested decision maker, and the right to have that decision based on logically probative evidence.
Organisation	Includes employees of the local government, led by the Chief Executive Officer.
Regulations	The <i>Local Government (Administration) Regulations 1996</i> .
Rules of Conduct	The <i>Local Government (Rules of Conduct) Regulations 2007</i> .
Senior management	Means the CEO and Department Coordinators.
Stakeholders	Individuals and organisations that have an impact on or are impacted on by the strategic direction and decision-making processes of the Shire.
Strategic Financial Plan	Long-term financial plan summarising the financial impacts of the objectives and strategies in the <i>Community Strategic Plan</i> .

3 LOCAL GOVERNMENT DEFINED

Local government in Western Australia is established under the Act and is the third sphere of government in Australia. Local government has legislative responsibility for many functions and activities that are relevant to a local community. As the level of government often seen as the 'closest' to the community, local government activities relate to matters that are fundamental to people's lives and impact strongly on their quality of life.

Under the Act each local government throughout the State is established as a corporate body, with perpetual succession and a Common Seal. It has the legal capacity of a natural person which means that it can sue and be sued.

A local government consists of a Council – comprised of elected Council Members, and an organisation – consisting of the CEO and appointed employees.

The President and Council Members are the Shire's Council Members and form the Council, and the following principles apply:

- Council Members are only able to exercise decision-making authority as a member of Council after they are elected and formally sworn in and when they meet as a Council.
- All lawful decisions are made at Council meetings or through delegations that are formally made by Council to the CEO, an employee or a committee. The CEO can also on-delegate decision-making authority to other employees. However not all decisions made by the Shire require formal delegation.

The CEO is the only employee appointed by Council and is therefore ultimately accountable to Council. In this regard the role of the CEO, as detailed in section 5.41 of the Act, includes, but is not limited to:

- advising the Council in relation to the functions of the local government
- implementing Council's decisions
- managing the day to day operations of the local government and the services that the local government provides for its community
- liaising with the President on the local government's affairs and its performance
- being responsible for the employment of the local government's employees.

All Shire employees are accountable to the CEO.

3.1 FUNCTIONS OF LOCAL GOVERNMENT

In order to consider the issue of good governance in the context of local government, it is also necessary to consider the functions of local government which includes the following:

Planning and Monitoring Achievement

Planning for the development and wellbeing of the community is a critical role for a local government. The Act requires local governments to develop and adopt a 'plan for the future', which sets overall direction for the Shire through long-term planning. Examples include the Shire's *Community Strategic Plan*, the *Long-Term Financial Plan* and the *Corporate Business Plan*. The Shire's *Integrated Planning Framework* provides the direction for the ongoing management of Shire activities.

Lawmaking and Enforcement

A local government makes decisions in areas over which it has legislative authority but cannot duplicate or contradict federal or state law. Laws made by local governments are called local laws and cover such issues as the activities permitted on public land, animal management and use of local government facilities. Local laws are enforced by employees.

A local government is also responsible for enforcing other legislation under which it has authority.

Administrative

The Shire has a range of responsibilities under state legislation and administers laws that affect a person's rights and interests. Decisions made by local governments must be based on relevant considerations and facts, be procedurally fair and follow the principles of natural justice.

Policy Development

An important role of Council is to make policy decisions on behalf of the community. An essential element of policy making is identifying community needs, setting objectives to meet those needs, establishing priorities between competing needs, and allocating appropriate resources. A policy is a decision of Council and sets out agreed views and direction concerning a particular area of responsibility.

Representation

In a general sense, when Council meets it represents the views of the local government constituents on matters of concern to the community. Council Members represent the interests of electors, ratepayers and residents of the district. Council Members need to listen and be interested in the wider community and not just the people who elected them.

Advocacy

Local governments have a role advocating on behalf of their community to other spheres of government, statutory authorities and private interests whose activities may have an impact on the community.

Service Delivery

Local governments must ensure that services are delivered in the most efficient and effective manner. The Act provides a degree of autonomy to local governments to determine policies, in consultation with their communities, about the nature and level of services provided. A local government should ensure the delivery of quality services for which it has responsibility.

3.2 COMMUNITY DEFINED

An appreciation of the term community is integral to an understanding of what constitutes good governance at a local government level. When discussed in connection with good governance the term is often used as though it is a homogenous entity and presupposes that there is a single community interest, community demand or community need.

The population within the Shire of Wandering district consists of a small but diverse community, for example, the business/industry community, the visitor community, the resident community, and the farming community.

Often such diverse communities do not share the same aspirations, goals and interests. One of the challenges for all levels of government but particularly local government, is how to govern so that different, and often competing interests are recognised, addressed and managed.

When 'community' is referred to in this framework, it means the many groups, individuals and interests represented within the Shire of Wandering.

4 GOVERNANCE IN LOCAL GOVERNMENT

4.1 DEFINITION OF GOVERNANCE

Whilst the definitions of governance can vary between the public and private sector, CPA Australia in its publication *'Excellence in Governance for Local Government'* defines governance as follows:

Governance is the process by which decisions are taken and implemented, the process by which organisations go about achieving their goals and producing their outputs and the process by which organisations are directed, controlled and held to account.

Governance can be seen as encompassing:

- authority
- accountability
- stewardship
- leadership
- ethics and values
- culture

Democratic governance occurs when governments govern as a result of being elected. Good democratic governance exists when a government governs for and on behalf of its community as a whole. This provides the democratic basis, which is essential to an understanding of good governance in the local government sector.

Good governance involves a focus on:

- a clear vision and positive organisational culture
- clarity of roles and responsibilities
- robust management practices and systems which support both internal and external accountability
- public access to decision-making and information

4.2 GOOD GOVERNANCE IN LOCAL GOVERNMENT

Good governance in local government is about ensuring the local government is able to manage its many complex responsibilities effectively and in the best interests of the community. When a local government practices good governance, the community is more connected and engaged, appropriate services are provided and there is more effective use of the local government's resources.

Good governance in local government combines the characteristics of good governance and the definitions and roles of local government. Good governance in local government requires the following:

- Councils being elected by, representative of, and accountable to the community.
- Council Members making decisions on behalf of and in the best interests of the community as a whole.
- Policies and programs reflecting the mandate local governments have been given by their electors.
- Policy enactment arising from the *Community Strategic Plan* with appropriate performance management to assess the local government's progress.
- Community participation in decision-making.
- Council Members providing leadership to the community and reflecting the community's collective aspirations.
- A management structure which implements the local government's goals in accordance with the local government's priorities and approved budget.
- Provision of services which meet the community's needs (sometimes in partnership with other levels of government, business or community organisations).

- Local government being well placed to facilitate coordination and integration at a local level.
- Cooperation between local governments and other spheres of government.

4.3 GOOD GOVERNANCE IN PRACTICE

Good governance needs to be practised within the local government, and between the local government, the community and other spheres of government. Key internal and external issues include:

Internal

- Effective and positive working relationships.
- Sound, relevant and timely advice.
- Advice is provided through reports, briefings, strategic sessions and other means of communication.
- Good processes that contribute to good decisions.
- Decisions are made that are clear, accountable and transparent.
- Council Members need timely and quality information in order to perform their role. Processes are required to meet the legitimate information needs of Council Members.

External

- To ensure that a local government and its community share a sense of direction and purpose, long term planning is vital. This must be done in a way that all stakeholders feel they have ownership.
- Performance management enables a local government to be accountable to its community. It assesses whether a local government has done what it said it would do with the resources with which it has been provided, and within the defined time frames.
- Balancing 'community-wide' and sectional interests is central to democratic governance.
- Accountability of a local government to its community is a key factor in good democratic governance.
- Good governance means a community feels engaged, knows what is going on, is included in decision-making, and feels part of the governing process.
- Informed decisions are based on well-researched information, and some of the best information comes from the opinions of those who are affected by a decision or interested in an issue. Good consultation methods are needed to elicit these opinions.
- Another important aspect of good governance is community leadership. Sometimes local governments need to lead or influence communities on particular issues.
- Communities expect good services, systems and facilities to be planned and provided.

5 GOVERNANCE PRINCIPLES

For the purposes of the Shire's *Governance Framework*, the principles contained in the 'Excellence in Governance in Local Government' developed by CPA Australia have been referenced. The principles provide the foundation for good governance and a means for assessing the extent to which good governance is occurring at the Shire. Contained under each principle in the following sections are a range of activities and actions put into operation at the Shire to support that particular principle.

Principle One: Vision and Culture

There is a clear vision and a *Community Strategic Plan* that is produced through a comprehensive and inclusive process, which is owned by all sectors of the community.

There is a positive culture and value system in place that promotes trust, openness and honesty, in which constructive and respectful questioning is encouraged and accountability is clear.

Principle Two: Roles and Relationships

There is clarity about the roles within a local government and there exists a sophisticated approach to defining and implementing these.

There are effective working relationships that are promoted and supported within and between the Council Members, the CEO and the organisation.

Principle Three: Decision-Making and Management

There are effective decision-making processes in place that reflect the transparency and accountability which underpin excellence in local government.

An adequate organisational structure should be in place that serves the Shire's operations and progresses the organisation towards the achievement of the Shire's strategic objectives.

There should be robust and transparent business management practices established and maintained to meet the Shire's accountability to its community, particularly in terms of stewardship of community assets and finances, both now and into the future.

An effective approach to the identification, assessment, monitoring and management of risks should be established and maintained.

Effective delegations should be implemented and maintained to enable Council to focus on strategic issues.

Principle Four: Accountability

The Shire must account for its activities and have systems and processes that support accountability. The Shire should have an active performance management system in place that enables Council Members and employees to be openly accountable for their performance.

The Shire should establish internal structures that provide for independent review of processes and decision-making to assist it meeting its accountability to stakeholders.

Consultation should be undertaken that is appropriate to the scope and potential impact of the matter. It should respect the position and opinion of all sections of the community. The outcomes of the consultation should be taken into account when the decision is made, and feedback should be provided to those who participated.

6 GOVERNANCE FRAMEWORK DIAGRAM

Chart 1 – Governance Framework Diagram



Governance Principles

Vision & Culture	Roles & Relationships	Decision-Making & Management	Accountability
Clear Vision & Community Strategic Plan	Clarity of Roles & Responsibilities	Effective Decision Making & Processes	Accountability for Activities
Value & Ethics	Understanding and Agreement on Roles	Transparency & Disclosure	Performance Management
Positive Culture	Working Relationships	Organisational Structure	Compliance & Reporting
		Effective Organisational Management	Consultation & engagement
		Risk Assessment	Access to information
		Legislative Framework	

7 PRINCIPLE ONE: VISION AND CULTURE

7.1 VISION

7.1.1 Vision and Values

Our Vision:

Wandering is a community of responsible, resilient and adaptable residents thriving in our scenic, economically diverse environment.

Keys to our success:

- Innovative solutions
- Retention of local services
- Opportunities for commercial interaction
- Retention of existing businesses

Our Values:

- Adaptability
- Perseverance
- Accountability
- Diligence

7.1.2 Integrated Planning Framework

To ensure the Shire's vision permeates throughout the organisation, the Shire has developed an Integrated Plans that align with the Department of Local Government's *Integrated Planning and Reporting Framework*. This approach ensures that the Shire's planned activities and resourcing requirements over an extended period of time align with the Shire's vision and strategic priorities.

The Shire's Integrated Planning Framework is the over-arching document, articulating the Shire's vision and setting the direction for the Shire for the next ten years, to lead our Wandering community into a stable yet progressive future with strong partnerships. It outlines strategic priorities around key themes of:

- Improve our financial position
- Improve the economic growth of our community
- Retain and grow our population
- Provide strong leadership

The Integrated Strategic Plan framework enables the Community Strategic Plan to be more comprehensively articulated. Actions in these plans are measured against key performance indicators, which enable the Shire and the community to gauge success in the implementation of strategic priorities and objectives.

7.2 CULTURE

A positive culture promotes openness and honesty, makes accountability and responsibility clear and encourages debate on important issues. It is also more likely that the organisation will retain high calibre employees who want to work and participate in the activities of the Shire. The Shire's culture should consist of the following elements in pursuit of excellence in governance:

7.2.1 Support for frankness, honesty and questioning

Council Members are to debate issues openly and honestly. Employees are to provide frank and timely advice to the CEO, who in turn is to provide sound and frank advice to Council Members and the Council.

7.2.2 Innovation

The Shire embraces new and better ways of going about its business in the achievement of its goals, through innovation which will be assessed critically by using appropriate risk management and other analysis.

7.2.3 Effective management structures and practices

The Shire has a management structure that meets its goals and needs and the structure is characterised by efficient and effective use of human resources with clear accountability.

Management practices and protocols reinforce accountability and outcomes and must also incorporate the nurturing of people's capacities to do their jobs.

7.2.4 Communication and engagement

The Shire is to have effective communications policies, practices and protocols, internally and externally, and be open to, and encourage, feedback from all stakeholders and the community.

7.2.5 Ethical standards of behaviour

For people to have confidence in those who govern and participate in the governance process, they must have trust that governments are acting for the common good. People need to believe that governance is characterised by honesty and integrity and that those in government will behave accordingly.

The Act requires that every local government prepare or adopt a *Code of Conduct* to set out the standards of behaviour expected to be observed by Council Members, committee members and employees.

The Shire's *Code of Conduct* outlines the principles, values and behaviours expected of all Council Members, committee members and employees. It is not intended to control or prohibit the actions of Council Members, committee members or employees (except as required by the Act), but simply to document the standards of conduct expected of all who serve the community.

The community are entitled to expect that the following general principles be used to guide Council Members, committee members and employees of the Shire in their behaviours:

- Act with reasonable care and diligence.
- Act with honesty and integrity.
- Act lawfully.
- Avoid damage to the reputation of the Shire.
- Be open and accountable to the public.
- Base decisions on relevant and factually correct information.
- Treat others with respect and fairness.
- Not be impaired by mind affecting substances.

The *Local Government (Rules of Conduct) Regulations 2007* (Rules of Conduct) provide a disciplinary framework to deal with individual misconduct by Council Members. The Rules of Conduct provide a

mechanism to take action against individual Council Members where they do not comply with the 'rules' or they contravene particular laws applying to them in legislation.

The Rules of Conduct prescribe uniform rules of conduct for Council Members in relation to:

- standards of general behaviour
- use of confidential information
- securing personal advantage or advantaging/ disadvantaging others
- misuse of local government resources
- prohibition against involvement with the organisation
- relations with employees
- disclosing interests that may affect impartiality.

The Rules of Conduct do not limit the provisions within the Shire's *Code of Conduct*, however, the Rules of Conduct and the Regulations are enforceable and disciplinary action can be taken for any breach.

As part of the State Government's local government reform agenda, changes are earmarked to the Act that will introduce mandatory separate codes of conduct for Council Members and employees, that may replace the Rules of Conduct and the Shire's existing *Code of Conduct*.

7.2.6 Fraud, misconduct and corruption

The Shire expects Council Members, Committee Members and employees act in accordance with the *Code of Conduct* and behave ethically and honestly when performing their functions and during their interactions with each other, the community and all stakeholders of the Shire.

7.2.7 Confidentiality

Local government business involves significant amounts of confidential information being supplied or maintained. This information could be about commercial matters, individuals or businesses or legal issues. The Act, Regulations and the Rules of Conduct detail how general information and confidential information is to be treated, accessed and used by Council Members and employees.

The *Code of Conduct* also states the following in relation to the use and security of information:

- a) Not use confidential information to gain improper advantage for themselves or for any other person or body, or in ways which are inconsistent with their obligation to act impartially, or to improperly cause harm or detriment to any person or organisation;*
- b) Only access information needed for official business;*
- c) Protect confidential information;*
- d) Not use confidential information for personal purposes or for any non-official purpose;*
- e) Only release confidential information if they have authority to do so; and*
- f) Only use confidential information for the purpose it is intended to be used.*

This is in addition to provisions in the Act concerning confidentiality and to the Rules of Conduct discussed above.

7.2.8 Disclosure of conflicting interests

The nature of the Shire's business may result in conflicts of interests arising between an individual's personal interests and the performance of their public or professional duties. Conflicts of interests may arise from several sources, including friends, relatives, close associates, financial investments, past employment and the like. Conflicts of interests are not necessarily wrong; however it is not only important to ensure that real or potential conflicts are handled appropriately, but also perceived conflicts of interest.

Council Members, committee members and employees are to comply with the requirements for disclosure of interests as prescribed in the Act, the Rules of Conduct, and the Shire's Code of Conduct.

Council Members, committee members and employees of the Shire must ensure that there is no actual or perceived conflict between the fulfilment of their public or professional duties and their personal interests, which may include the interests of those persons closely associated to them.

7.2.9 Acceptance of gifts

The Shire's Code of Conduct and the Act contain provisions in respect of Council Members, employees and committee members seeking and/or accepting certain types of gifts and gifts of a certain value while performing in their respective roles.

Both the Code of Conduct and the Act detail the disclosure requirements for gifts accepted in a full and transparent manner.

All disclosures must be made to the CEO in a prompt and full manner and in writing within the appropriate register. These registers are made available for public inspection and in some cases are available for viewing on the Shire's website.

In support of the gifts framework, WA local governments are also required to adopt a policy relating to the attendance of Council Members and chief executive officers at events such as concerts, conferences and functions. The policy must address the provision of tickets to events, payments in respect of attendance and approval of attendance by the Shire, and the criteria for approval. Acceptance of such tickets can affect how Council Members can participate and be involved in the decision-making process of meetings.

7.2.10 Comprehensive induction programs

The Shire's objective of a positive work culture is communicated to Council Members and employees through effective induction programs. Induction and training for Council Members is provided to assist in understanding the functions and role of local government, governance in local government and how to operate effectively to produce good outcomes for their community.

The Shire's induction programs for both Council Members and employees focus on:

- the differing and complementary roles of Council Members and employees
- working relationships
- decision-making processes
- responsibility, accountability and delegations
- conduct and ethical standards of behaviour
- functions, services and activities of the Shire
- organisational values and culture.

7.2.11 Learning and training opportunities

The Shire invests in training both for Council Members and employees and the learning will be focused on what is required to achieve organisational goals. Training for Council Members and employees is important, and opportunities are offered to assist in the development of skills required to fulfil their roles.

In their first twelve months after being elected, Council Members are required to undertake mandatory training around five core competencies important for a Council Member to understand and to help them fulfil their role in public office.

8 PRINCIPLE TWO: ROLES AND RELATIONSHIPS

8.1 ROLES

An understanding and acceptance of the different roles of President, Council Members and the CEO, with cooperation between all parties, underpins good governance at the Shire. The relationship between Council Members and the CEO respects the diversity of opinion and the rights of all points of view to be heard with courtesy and respect.

The President has a specific leadership role for Council and is the Shire's civic leader. The Act recognises the role of the President, as the spokesperson for the Shire, to carry out civic and ceremonial functions of the Presidential office, and to preside at meetings of Council. The Shire places great importance on the role of the President as the Presiding Member of Council to facilitate good decision-making.

The President's leadership role is very important when it comes to good governance. The President is to ensure that all Council Members are a part of the decision-making process and are well and equally informed. The President must also assist Council Members to understand the need to represent the interests of the entire community.

The President should also facilitate good relationships between the Council Members and the organisation and help to create an environment where good communication thrives.

Council Members are to focus on outcomes, policy and strategy, and in so doing, are expected to:

- be representative of and advocate on behalf of their constituents at the Council level
- facilitate communication between Council and the community
- debate the issues in an open, honest and informed manner to assist the decision-making process
- keep the entire community in mind when considering and addressing issues and focus on the 'big picture'
- educate and involve the community in all local government activities and processes
- work together, cooperate and respect diversity
- provide model leadership.

The Act recognises the CEO's role in managing the organisation to achieve the goals and strategies endorsed by Council, and the CEO is expected to fulfil these duties in a way that promotes an organisational culture of openness, accountability, fairness and good communication.

The general function of local government as prescribed in the Act is 'to provide for the good government of persons in its district'. This general function in conjunction with other expressed powers set out in the Act is the basis of the Shire's powers. The Act sets out a framework for the way in which local governments are to operate and also specifies the roles and responsibilities that are to be undertaken by various parties within a local government.

Specific roles are given to the Council, the President, Council Members and the CEO.

8.2 THE ROLE OF COUNCIL

Under the Act the Council is charged with the following responsibilities:

- a) Governs the Shire's affairs.
- b) Is responsible for the performance of the Shire's functions.
- c) Oversees the allocation of the Shire's finances and resources.
- d) Determines the Shire's policies.

The following guidance is provided on the range of scope of the above responsibilities:

Governs the Shire's affairs

This role encompasses strategic planning activities to ensure the continued sustainability of the Shire, the setting of strategic objectives for the Shire and the monitoring of the Shire's performance against these strategic objectives.

Is responsible for the performance of the Shire's functions

This role determines that Council has ultimate responsibility for the performance of the Shire's functions. Council can exercise this responsibility through the development of appropriate mechanisms including delegations of authority, the provision of services and facilities, and regular reporting against strategic objectives.

Oversees the allocation of the Shire's finances and resources

The Council exercises this role by overseeing and adopting an Annual Budget and the Shire's Long-Term Financial Plan. Council is advised by the CEO who is also responsible for the development of appropriate financial controls, management protocols and practices.

Determines the Shire's policies

The role of Council in setting policy is most effective when it is linked with a professional organisation that implements these policies through the development of appropriate management protocols and work processes. The policies of Council provide the direction for the ongoing management of Shire activities.

8.3 ROLE AND RESPONSIBILITIES OF THE PRESIDENT

While there are a number of provisions within the Act outlining the role and functions of the President it should be understood that the President is a key civic leader of the community. In the pursuit of good governance, from an internal and external perspective, the President performs an important function. The President is elected to represent the views and directions of Council in the performance of the role.

Section 2.8(1) of the Act defines the role of the President as follows:

The President:

- a) *Presides at meetings in accordance with the Act.*
- b) *Provides leadership and guidance to the community in the district.*
- c) *Carries out civic and ceremonial duties on behalf of the local government.*
- d) *Speaks on behalf of the local government.*
- e) *Performs such other functions as are given to the President or President by the Act or any other written law.*
- f) *Liaises with the CEO on the local government's affairs and the performance of its functions.*

The President also has the following role, which is similar to Council Members as outlined in section 2.10 of the Act:

- a) *Represents the interests of electors, ratepayers and residents of the district.*
- b) *Provides leadership and guidance to the community in the district.*
- c) *Facilitates communication between the community and the Council.*
- d) *Participates in the local government's decision-making processes at Council and Committee meetings.*
- e) *Performs such other functions as are given to a councillor by the Act or any other written law.*

The role of the President can be categorised as:

- Governance.
- Presiding Member of Council.
- External relations.

- Media liaison and public relations.
- Supporting the community.
- Civic and ceremonial.

The 'Governance' and 'Presiding Member of Council' functions of the President are critical to good governance as they cover leadership of the Shire and the community, and ensure that the decision-making processes are fair, equitable and inclusive.

The President should be seen to support good governance by modelling good behaviour and ethics in fulfilling their leadership role. The President has a pivotal role in both the pursuit and demonstration of good governance.

A very specific role that the President has is in representing and advocating the decisions of the Council. Section 2.8(1)(d) of the Act provides that the President speaks on behalf of the Shire.

The position of President is pre-eminent and when they speak, they are considered by the community to be articulating the Council's views. The President must put aside any individual views and clearly outline the views of a Council decision in an all-inclusive way.

Where the President desires to speak contrary to the position of Council, he or she should clearly preface their comments that they are expressing an individual opinion and not on the Council's behalf.

The President's role of presiding at meetings of the Council is a very responsible one in achieving a balance of opinion and outcomes that demonstrates leadership by Council in the community. The most important aspect of the role is a good understanding of meeting procedures and a detailed knowledge of the requirements relating to the conduct of meetings.

This will enable the President to provide impartial interpretations and to ensure the smooth flow of the meeting's business.

As a community leader the President represents the Shire at many civic and ceremonial functions including the role as "host" of many Shire activities. The President should be familiar with etiquette and protocol arrangements and familiarise them self with the expectations of greeting guests in a formal manner. Any speeches made on these occasions should not be used to present a point of view contrary to a decision of Council.

8.4 ROLE AND RESPONSIBILITIES OF THE DEPUTY PRESIDENT

Section 5.34 of the Act states the Deputy President may perform the functions of the President if:

- the office of President is vacant or*
- the President is not available or is unable or unwilling to perform the functions of the President.*

8.5 ROLES AND RESPONSIBILITIES OF THE COUNCIL MEMBERS

It is necessary to understand the legislative framework within which the Council Members operate and from where they derive specific details of their roles and responsibilities. Council Members, like Members on a company board, have a fiduciary relationship with the Shire. That is, they have a duty to act with fidelity, trust and in the interests of the Shire and the overall community – not for themselves or other third parties.

An individual Council Member has no authority to make decisions or to participate in the day-to-day management or operations of the Shire. This includes making any form of representation on behalf of the Council or the Shire. Regulation 9 of the Rules of Conduct also prevents Council Members from undertaking tasks that contribute to the administration of the local government.

Council Members have no direct authority over employees (other than the CEO) with respect to the way in which they perform their duties.

Section 2.10 of the Act outlines the role of Council Members as follows:

A Councillor:

- a. *Represents the interests of electors, ratepayers and residents of the district.*
- b. *Provides leadership and guidance to the community in the district.*
- c. *Facilitates communication between the community and the Council.*
- d. *Participates in the local government's decision-making processes at Council and Committee meetings, and*
- e. *Performs such other functions as are given to a Councillor by the Act or any other written law.*

The Council and Council Members have a number of roles to undertake. One of the challenges for good governance from a Council Member viewpoint is to be provided with the opportunity to raise specific issues so as to get a fair hearing. The President and CEO all have an important role to play in this process as well as the fellow Council Members.

8.6 ROLE AND RESPONSIBILITIES OF THE CEO

The functions of the CEO are outlined in section 5.41 of the Act. The CEO's range of functions are defined as follows:

- a) *Advise the Council in relation to the functions of a local government under the Act and other written laws.*
- b) *Ensure that the advice and information is available to the Council so that informed decisions can be made.*
- c) *Cause Council decisions to be implemented.*
- d) *Manage day to day operations of the local government.*
- e) *Liaise with the President or president on the local government's affairs and the performance of the local government's functions.*
- f) *Speak on behalf of the local government if the President or President agrees.*
- g) *Be responsible for the employment, management supervision, direction and dismissal of other employees (subject to section 5.37(2) in relation to senior employees).*
- h) *Ensure that records and documents of the local government are properly kept for the purposes of the Act and any other written law.*
- i) *Perform any other function specified or delegated by the local government or imposed under the Act or any other written law as a function to be performed by the CEO.*

The CEO has a statutory responsibility to manage the organisation through the implementation of goals and strategies that have been approved by Council.

A significant role of the CEO in promoting good governance is through the development of a culture that sees the Council as the peak decision-making body and that the organisation exists to support Council in the delivery of good governance.

A key accountability of the CEO is financial management. While Council has overall accountability, the CEO has critical responsibilities for managing the organisation soundly from a financial perspective and reporting the results and performance to Council.

The Act enables Council to delegate in writing to the CEO, the capacity to exercise any of its powers or duties, with the following exceptions:

- a) *Actions in which a decision of an absolute majority or a 75% majority of the Council is required.*
- b) *Acceptance of a tender, which exceeds an amount as determined by the Council*
- c) *Appointment of an auditor.*
- d) *Acquisition or disposal of any property valued at an amount exceeding an amount determined by the Council.*
- e) *Any of the Council's powers under Sections 5.98, 5.98A, 5.99 or 5.100 (determining fees, allowances and expenses of members and Committee members).*

- f) *Borrowing money on behalf of the Shire.*
- g) *Hearing or determining an objection of a kind referred to in Section 9.5.*
- h) *Authorising a person to sign documents on behalf of the Shire.*
- i) *(i) Carrying out any power or duty that requires the approval of the Minister or the Governor.*
- j) *(j) Such other powers or duties as may be prescribed.*

In summary the CEO is responsible for:

- putting in place appropriate systems to achieve accountability and integrity
- implementing and maintaining a management structure which can achieve Council's vision and the Community Strategic Plan objectives
- managing relationships between the various elements in the Shire
- ensuring that the Shire is staffed by suitably qualified and motivated employees and that policies are in place that promote this
- ensuring that employees understand the organisation is working for a democratically elected Council and that Council decisions form the basis for the organisation's activities.

The table below depicts the separation of roles between the Council (governing the affairs of the local government) and the CEO (managing day-to-day operations):

COUNCIL ("The What")	CEO ("The How")
Sets direction	Provides professional and technical advice to the Council
Responsible for the performance of the local government's functions	Implements the decisions of Council
Decides on matters of policy	Liaises with the President
	Determines management policies and procedures
Ensures that services and facilities are integrated with and do not unnecessarily duplicate other public services	Manages the day-to-day operations
Oversees the allocation of the Shire's finances and resources	Responsible for the employment and management of employees
Monitors the Shire's performance through the CEO to ensure efficiency and effectiveness in service provision	Monitors the performance of employees to ensure efficiency and effectiveness in service provision

8.7 ROLE AND RESPONSIBILITIES OF EMPLOYEES

Good governance requires all employees to think carefully about their decisions and actions, to be interested and to be active participants in the Shire's management and outcomes. It is not only senior management that is responsible for governance matters – every element that forms part of the Shire is responsible for good governance. The quality of the Shire's governance heavily relies on each employee taking individual responsibility as well as being part of a collective team effort.

While on duty employees are to give their time and attention to the Shire's business and ensure their work is carried out efficiently and effectively, so the standard of work reflects favourably on them and the Shire.

In carrying out their duties, employees achieve good governance when:

- they reflect the positive values and standards of behaviour the Shire expects
- their duties are performed and conducted in a professional way
- information is managed and maintained appropriately, and records are kept of their duties, decisions and work-related activities
- resources of the Shire, including information, is used efficiently and effectively; not misused; and waste is to be minimised
- conflicts of interest are identified and reported including disclosure of gifts and benefits obtained from certain parties.

8.8 WORKING RELATIONSHIPS

Council Members are members of a team, elected by their constituents to work collectively in the interests of the whole community. Good governance is dependent on a mature and constructive working relationship between Council Members.

Council Members should behave in a manner that generates community trust and confidence in them as individual Council Members and enhances the role and image of both the Council and the Shire. Council Members are expected to:

- conduct their ongoing relationship with other Council Members, employees and the community with respect and courtesy
- act within the law at all times
- act in good faith and not for improper or ulterior motives
- act in a reasonable, just and non-discriminatory manner
- undertake their role with reasonable care and diligence.

As previously referred to, the Act requires Council to prepare and adopt a Code of Conduct to be observed by Council Members and committee members. Council Members must also abide by the Rules of Conduct. The Code of Conduct is a public declaration of the principles of good conduct and standards of behaviour that the Council agrees individual Council Members should conform to when carrying out their role. It also provides guidance to Council Members about carrying out their duties and responsibilities.

8.8.1 Working relationships between the President and Council Members

The relationship between President and Council Members is critical to good governance and effective relationships between the President and Council Members will help to achieve the outcomes within *Community Strategic Plan* and to promote the credibility of the Shire.

In summary the important aspects of the President/ Council Member relationship are as follows:

- The President is the Presiding Member of Council and this role should be respected by all Council Members.
- The President should facilitate an inclusive approach to decision-making and involvement in Council activities in general.
- The President should assist Council Members to get their issues considered by Council.
- The President should take some responsibility for Council Member training and development and should work with the CEO to ensure that Council Members receive necessary training opportunities.
- The President is a source of assistance for Council Members and also has the responsibility for facilitating resolution of any disputes between Council Members.

The President as the Presiding Member of Council needs to play an integral and influential role both within meetings and outside of the formal process, by facilitating and encouraging all points of view to be expressed and respected. This will enable Council Members, who may not have their point of view supported by the majority, be satisfied that they have been given a fair hearing and the process is transparent.

Through this facilitation role, the President can manage conflict and differing opinions in a constructive manner. The complexity and diversity of opinion in the community, and therefore of Council Members, can be made to work in the broader interest of the Shire as a whole, rather than be a source of division.

The President is also a first point of contact for Council Members who wish to achieve a particular goal and this is especially true for newly elected Council Members who may be unfamiliar with a local government setting. Among other things, the nature of any local government business involves the need to bring together many diverse and sometimes-conflicting goals. By advising, supporting and facilitating negotiations, the President can assist this process considerably, and in so doing, assist Council Members to meet their accountabilities to their communities.

This advisory and support role of the President for other Council Members is possibly the single most important contribution to good governance a President can make. It requires great skill and experience and as such, is critical to the overall operation of Council.

8.8.2 Working relationships between the President and CEO

The President and CEO work closely together and the relationship should be characterised by openness and good communication, with each keeping the other informed about important and relevant issues.

Both the President and the CEO have a role in liaising with each other on the Shire's affairs and the performance of the Shire's functions. However, this liaison is qualified in that any liaison between the President and the CEO is only relevant to those matters that enable each party to perform their statutory role.

Both parties have a crossover of responsibilities in speaking on behalf of the Shire. While this right rests with the President there are occasions when it is considered prudent and more applicable for this function to be undertaken by the CEO, such as the CEO speaking on matters of an operational or administrative nature. As such these matters involve the development of a clear relationship and an understanding of the limits of each other's authority.

While the Act does not detail how the liaison is to occur, this liaison function should be seen in the context of the separation of powers described in the Act, between the governing role of Council and the managing role of the CEO.

The President and the CEO are to adopt an approach that suits their particular circumstances and needs. The overall essential principles that should be followed are the ability to effectively communicate and to have a large degree of trust in each other as well as respecting each other's opinion and role.

The essential principles for an effective President/CEO relationship are as follows:

Communication

- Both parties are in a position to brief and inform the other about information each is privy to and which would assist the other in performing their role. Deciding on what information is important and what should be passed onto each other must be negotiated and understood.
- Regular meetings – over and above those scheduled to discuss specific issues or problems – are necessary to enhance planning and communication.
- The 'no surprises' principle should apply. The President and CEO should brief one another so that neither is caught off guard within other forums.

Role Clarity

- The President and the CEO need to understand and respect one another's role. A clear understanding of their different roles is absolutely crucial and should be a subject of ongoing discussion.
- There is a differential of power, which should be acknowledged. While the President has status and leadership capacity, the position has no direct authority in its own right (except as set out in the Act regarding chairing Council meetings, exercising a casting vote in the event of a tied vote, speaking on behalf of the Council and approving expenditure of funds in an emergency, plus several specific powers under other Acts). On the other hand, the CEO has direct authority through the Act. Council Members cannot just 'fix' problems that come to their attention, while the CEO has this capacity.

Features of a good and effective relationship between the President and the CEO are:

- The need to work closely together and put energy into achieving a good working relationship.
- A relationship characterised by consistency, openness and good communication. Each has the responsibility to keep the other informed about important and relevant issues. Open

communication ensures that an understanding develops about what is important and relevant.

- An understanding that each has different roles and authorities. While the President is the civic leader of the Shire, this position has limited specific authority while the CEO has particular authorities under the various sections of the Act.
- The need for the relationship between the President and the CEO to aim to facilitate involvement and inclusion among the Council Members and the organisation. It does not seek to concentrate power in the relationship.
- Consistent communication and regular fixed meetings.

8.8.3 Working relationships among Council Members

When thinking of a Parliament, people often envisage an adversarial environment in which political groupings try to beat their opponents through debate. In contrast, the 'small group' nature of Council ideally features an environment where good relationships, respect and an appreciation of constructive diversity, lead to good decision-making.

All Council Members have issues of particular concern and interest to them. Given the open nature of the local government system and the general absence of a political party structure which exist at the State and Federal levels of government, Council Members need to work together to achieve satisfactory outcomes.

Given this interdependency, Council Member relationships should be characterised by mutual respect and an acknowledgement that, while they may not agree on all issues, they are all doing important and often difficult work.

At times, the very nature of local government business leads to conflict. How this conflict is addressed has implications for good governance. The role of the President has been discussed, and this role, together with an appreciation of the particular dynamics at play, should assist in facilitating good governance.

With regard to behaviour at Council and committee meetings, Council Members should model good constructive relationships and show personal respect for one another.

There is not the requirement to agree with every Council Members' opinion, but there is the need to respect those opinions and allow other members to be free to express their point of view.

Council Members need each other to achieve their individual and collective goals. Effective relationships between Council Members assist in achieving a successful Council, a pleasant working environment and a Council with public credibility.

Features of an effective relationship include the following:

- While they may have different views, Council Members should treat each other with respect and courtesy.
- Disagreements, if they must be aired, should be expressed in ways that are not personal attacks, and do not cause detriment to individual Council Members or the Council as a whole.
- Council Members should not undermine each other, either within the local government or in the public domain.
- Council Members must have effective working relationships in order to succeed individually and collectively.

8.8.4 Working relationships between Council Members and CEO

One of the most complex issues in local government that is critical to good governance is the relationship between the Council Members and the CEO.

Council Members need support to manage pressures in such a way that their constituents feel their issues or concerns are being heard, but also need to appreciate that their demands cannot always be

met. Advice and support on consultation and engagement, good systems that refer requests and queries to the relevant area for advice, and responsive services and processes all assist in furthering good governance.

Council Members need to understand that the role of the CEO is to implement Council's goals, strategies and manage the Shire's services as well as advise and support Council.

The CEO and Council Members are likely to be in regular contact about issues, concerns and information. As with the President/CEO relationship, a level of trust needs to be fostered which in turn, is based on good communication and understanding of each other's role and function.

A number of factors contribute to a good relationship between Council Members and the CEO. These include:

- goodwill
- a clear understanding of each other's roles
- good communication
- agreed structures and protocols
- an appreciation of legislative requirements
- clear delegation of authority.

While the Council Members and the CEO have different roles, this is not to say that each does not have a legitimate interest in the other's role. It is crucial that appropriate channels for information, discussion and consultation be developed to allow for each other's interests to be discussed freely and openly shared.

8.8.5 Relationships between Council Members and employees

Local governments often grapple with the issue of direct contact between individual Council Members and employees versus contact through the CEO and Council Members.

Individual Council Members must not seek to foster special relationships with employees for the sole purpose of seeking information that may not otherwise be available to all Council Members. Council Members and employees are entitled to privacy and protection from inappropriate behaviour and this includes un-authorized access to the organisation's work area.

Some issues to consider in respect of this relationship include the following:

- Council Members need to understand that accountable advice needs to go through an organisational process. Advice must be sought from the CEO or Council Members. Council Members should not seek advice from other employees as the employee may have a particular interest or point of view in respect of the issue but may not be in command of the full facts.
- Employees are accountable to the CEO. They are not accountable to Council Members and are not required to take direction from them.

The point above has been made clear as a result of regulation 10 of the Rules of Conduct which specifically deals with the relationship between Council Members and employees.

10. Relations with local government employees

(1) A person who is a Council member must not - (a) direct or attempt to direct a person who is a local government employee to do or not to do anything in the person's capacity as a local government employee; or

(b) attempt to influence, by means of a threat or the promise of a reward, the conduct of a person who is a local government employee in the person's capacity as a local government employee.

(2) Subregulation (1) does not apply to anything that a Council member does as part of the deliberations at a Council or Committee meeting.

(3) If a person, in his or her capacity as a Council member, is attending a Council meeting, Committee meeting or other organised event and members of the public are present, the person must not, either orally, in writing or by any other means - (a) make a statement that a local government employee is incompetent or dishonest; or

(b) use offensive or objectionable expressions in reference to a local government employee.

(4) Subregulation (3)(a) does not apply to conduct that is unlawful under The Criminal Code Chapter XXXV.

8.9 ELECTED MEMBER ACCESS TO INFORMATION

One of the areas that can cause issues for Council Members is their ability to access information held by the Shire. Section 5.92 of the Act provides that an Elected Member can have access to any information held by the Shire that is relevant to the performance of their functions under the Act or any other written law. This may mean that a Council Member may seek access to information held by the Shire on which they are required to make a decision, for example a community survey or submissions on an issue that is to be considered by the Council.

However, this provision does not give an Elected Member an automatic right to have access to all records held by the Shire as any information must be relevant to the performance of an Elected Member's role.

In this respect requests for information held by the Shire are to be referred to the CEO who is to determine if the information is to be released, on the basis that he or she is satisfied that the requested information is relevant to the Council Members' role and functions.

Notwithstanding, section 5.96 of the Act provides that if any person can inspect certain information then Council Members may also request a copy of that information. An Elected Member is also entitled to be given access to records that are accessible to other persons under the *Freedom of Information Act 1992*.

8.10 EFFECTIVE RELATIONSHIPS - SUMMARY

The information in this section provides an insight into the role Council Members, the CEO and employees need to play in developing effective relationships.

There are fundamental role differences between the Council, Council Members, the CEO and employees. The focus of Council and Council Members should be on strategy, policy and outcomes. That is, who is to benefit from the Shire's activities and in what way. The CEO and employee's role is to focus on advice, implementation and operations.

Taking into account these role differences, the features of an effective relationship between the Council Members and the CEO and employees are:

- a mutual understanding, acceptance and respect for each other's roles
- a preparedness to identify, discuss and resolve issues and problems if and when they arise
- on the part of the organisation, a respect for and commitment to democratic governance and the primacy of Council in the local government structure.

9 PRINCIPLE THREE: DECISION-MAKING AND MANAGEMENT

9.1 EFFECTIVE DECISION-MAKING

Decision-making is the most important activity undertaken by the Shire, both by Council and by employees. Effective decision-making processes increases the likelihood that the decisions themselves will be in the best interests of the entire community. The Council can only make decisions by resolution, that is, a motion being considered at a properly convened meeting and passed by the required majority vote.

Many of the decisions made by the Shire (including Council and employees) are subject to administrative law, and therefore subject to challenge or appeal.

The principles of administrative law are:

- to act in good faith
- to take into account only relevant considerations
- to act reasonably
- to provide procedural fairness.

An important role of the CEO is to ensure that Council receives quality and timely advice and relevant information to enable informed and effective decisions to be made. At meetings, this includes ensuring that all reports presented include the necessary background information and detail; any options; any financial or legal impacts; and any associated risks. Council decisions need to have clarity and that clarity arises from the recommendations in reports from the CEO. The decisions made at meetings provide the direction and authority for the ongoing operation of the Shire and give direction to the CEO to act.

9.2 DECISION-MAKING FORUMS AND PROCESSES

Council meetings are formal meetings of Council as defined under the Act and are required to be open to the public, although under certain conditions, meetings can be closed when Council considers certain items of business as prescribed by the Act. In order to promote transparency and accountability required for good governance, the closure of meetings should be applied as infrequently as possible.

Good decision-making at a Council meeting is enhanced when the meeting is well run. This requires a clear and informative agenda, good chairing and facilitation by the Presiding Member, adherence to meeting procedures and adherence to statutory requirements. There should also be a strong commitment to Council meetings being open to the public so that the community is fully informed and, where appropriate, involved in the decisions and affairs of Council.

Council Members, and the CEO attend all Council meetings.

Committee meetings

To assist with its decision-making responsibilities, Council is able to establish committees from time to time. The work of committees is significant in local government due to the wide range of activities and functions of Council. Committees report to Council and are subject to the requirements of the Act and the Shire's meeting procedures for meetings.

When a Council establishes a committee, it must determine the reporting and other accountability requirements that are to apply in relation to that committee.

Committees may comprise of:

- Council Members only
- Council Members and employees
- Council Members, employees and members of the community
- Council Members and members of the community
- employees and members of the community

or

- members of the community only.

The role and tasks of committees are varied however committees are generally established to:

- inquire into matters and to provide and make recommendations to Council on matters within Council's responsibilities
- carry out a specific project or task on behalf of Council

or

- exercise, perform or discharge delegated powers, functions or duties.

The list below details the current internal committees of the Shire of Wandering Council:

- Audit Committee

Committees meet as and when required and make recommendations to Council however where a committee has delegated authority, it is able to make a decision in its own right.

9.2.1 Working groups and reference groups

Council may also establish working groups or reference groups as a mechanism for facilitating and improving community participation in the Shire's decision-making process.

While not formally established under legislation, working groups and reference groups provide an opportunity for the Shire to obtain the views of community representatives as well as enabling networking opportunities for Council Members with a wide range of representatives on issues of common interest. The opportunity to obtain such views assists Council Members and Council to address strategic issues and priorities.

Working groups and reference groups make recommendations to the organisation, who in turn detail those recommendations and comments within the formal report to Council or a committee on a particular issue or topic.

9.2.2 Agendas and minutes

The level of decision-making and transparency needed for good governance requires comprehensive meeting agendas and minutes to be prepared. Matters to be considered at meetings of Council or committees are to be presented in an agenda prepared by the CEO. Agendas comprise of reports prepared by the organisation. Reports are structured to include information on the background, details, summary and funding of the proposal under consideration. All reports are the professional advice of the organisation and contain recommendations as to the most appropriate course of action to take based on the information presented.

The decision to adopt, amend or reject a recommendation rests with Council, or in some cases a committee (if it has delegated authority). Where a Council or committee decision is different to that which has been recommended, reasons for that decision must be stated and recorded.

Agendas are made available to Council Members and the public before the Briefing Sessions and Council meetings. Where a committee is open to the public, committee agendas are also made available.

Unconfirmed Council and committee minutes are to be made available to the public. The minutes of a meeting (other than confidential items presented at the meeting for discussion) include attendances, all motions, their movers and seconders and the decisions that have been made.

9.2.3 Apologies and leave of absence

An important function of an Council Member, when being a part of the governing body of Council or a committee, is to attend and participate in the decision-making processes at meetings.

Council Members who are going to be absent from a meeting of Council or a committee should submit an apology. For extended periods of absence, Council Members should apply to Council to grant leave of absence for that extended period.

Leave of absence is not to be granted to an Council Member in respect of more than six consecutive ordinary meetings of the Council without the approval of the Minister, unless all of the meetings are within a period of three months.

An Council Member who is absent, without first obtaining leave of the Council, throughout three consecutive ordinary meetings of the Council is disqualified from continuing his or her membership of the Council unless all of the meetings are within a two month period.

9.2.4 Meeting procedures and conduct

The Council, in the future, may consider the making of a local law that provides a set of enforceable meeting procedures and rules to:

- ensure better decision-making of council and its committees
- assist in the good and orderly conduct of meetings
- greater community understanding of the business of the Council.

Council Members will be required to familiarise themselves with the meeting procedures as any breaches may result in the matter being referred to the Local Government Standards Panel.

9.2.5 Lobbying and meetings with external parties

Lobbying is an acceptable and normal part of society and opportunities for stakeholders to communicate with Council Members and employees occur as part and parcel of our society's democratic and accessible system of government. However, problems can arise when a Council Member or employee is lobbied to consider factors, other than the relevant facts, they should appropriately consider, when determining any matter as a decision-maker. Council Members and employees are to recognise the difference between appropriate and inappropriate lobbying and the risks associated if they fail to resist inappropriate lobbying.

Council Members must not, when lobbied, commit or indicate their vote on a matter that is before Council, or intended to be considered by Council. Council Members may offer understanding or otherwise but as decision-makers they are obliged to consider all relevant facts detailed in a report within an Agenda, including the debate at the meeting, prior to making their decision. Similarly, employees are not to indicate their approval or otherwise on a proposal or application put forward to the Shire, until such time as an assessment and/or consideration of a proposal or application is formally undertaken by the Shire.

Council Members, who commit their vote outside of the Council meeting process, may be faced with claims of perceived bias and could compromise the final decision of Council. Ultimately the community must have trust in the elected body and in the ability of Council to make decisions free of influence or the perception of influence.

If an Council Member attends any meetings outside the formal decision-making processes of Council, they must make clear their role at the meeting and outline the boundaries of their attendance. Stakeholders at these meetings should accept this and should lines be overstepped, or there is discomfort in discussion, Council Members should excuse themselves from the proceedings or preferably politely decline the invitation in the first instance if they are uncomfortable in attending the meeting.

The same principles apply to Council Members and employees who are appointed to external committees and who must ensure they are aware of the limits of their representation and the inability to commit Council beyond any decisions already made.

9.3 DECISIONS ON LAND USE PLANNING AND DEVELOPMENT

9.3.1 Administrative role

The Shire has particular decision-making responsibilities under planning legislation, other state laws and planning policies.

The Council and employees are therefore responsible for applying and assessing factual situations and circumstances against the legislative regime detailed in the Act, the Planning and Development Act 2005 and other relevant planning laws.

The controls and procedures for assessment of planning matters are set in place by a statutory framework and the Shire is responsible for undertaking this role in accordance with the planning legislation and any other relevant laws.

The Shire is required to decide on planning matters in an unbiased manner that satisfies the principles of administrative law and natural justice / procedural fairness. Council Members must exercise their decision-making discretion over planning matters in a way that is mindful of this responsibility.

The Shire engages the Shire of Narrogin, and in conjunction with the CEO, prepares reports and provides Council with all the relevant information and facts of a particular planning matter and the relevant legislative provisions that are applicable.

There may be some occasions when Council Members feel that they do not have enough information to make a decision and the best time to get additional information is prior to the meeting by contacting the CEO or the Shire President.

Council, in determining planning matters must take care to ensure that the following principles are adhered to:

- a) Council Members must read the report on the matter before voting at a Council meeting. A Council Member who has not read the report and who participates in the decision-making process without a full understanding of the issues at hand may jeopardise the validity of the decision-making process.
- b) Council Members must ensure when they debate a planning matter under consideration that they restrict themselves to the relevant matters of fact and law. These relevant matters will be contained and addressed in the report. Where Council conducts a debate on a matter that is based on irrelevant considerations, or fails to take into account relevant considerations, this may jeopardise the validity of the decision-making process.
- c) Council must be careful when making a resolution that is different to the organisation's recommendation. In resolving differently from the recommendation, Council is required to include reasons for the variation from the recommendation. These reasons must take into account the relevant considerations of fact and law and must not be based on irrelevant considerations.
- d) If a development has the potential to impact on neighbours and/or the locality, and where a statutory obligation exists, the Shire has a duty to ensure that consultation occurs in relation to that development. The report of the organisation is to include details of any neighbour notification or consultation that has occurred. The Shire must ensure that neighbours who may be adversely affected by a proposed development have had an adequate opportunity to make a submission and that any relevant matters that they raise have been considered in the decision-making process. An opportunity to make a written submission is generally sufficient, though an opportunity to make a submission in person to a relevant meeting may be appropriate where a person with a sufficient interest requests it.

Any submission must be made based on planning principles. Council has the role of testing submissions, whether made by the applicant or another party, and the applicant must be accorded a right of reply.

Generally, Council as a body, and each Council Member individually, must be certain that they have a clear understanding of the relevant facts and law before making a decision. This decision must be based on the relevant considerations and facts and should not consider irrelevant considerations.

Planning schemes

Under the *Planning and Development Act 2005* local governments are required to have a planning scheme in place for their respective district.

A planning scheme provides a legal framework for a range of functions including:

- providing land use and development controls
- supporting housing choice, variety and amenity
- providing the mechanism for the development of convenient and attractive retail centres
- assisting economic development through facilitation of commercial, industrial and business development to maximise job opportunities
- establishing high quality open space areas and protecting areas of environmental significance
- assisting in the provision of a transport network, which serves the needs of the community by providing a range of alternative networks catering for different transport modes, which are closely integrated with land use considerations.

The provisions of a planning scheme are formulated through a collaborative and consultative process involving the State Government, the local government and the broader community. The State Government, through the Minister for Planning provides final approval to the content of a planning scheme and once published in the *Government Gazette*, the scheme comes into operation and has the force of law.

A planning scheme requires periodic review, and this is to ensure that the scheme continues to meet changing community needs and expectations. This review process is facilitated by the local government and involves community input.

Amendments can be made to an operative planning scheme to vary the scheme provisions. An amendment to a scheme again involves a range of stakeholders including the local government, the State Government and the community. The Minister for Planning provides the final decision in relation to any scheme amendment.

Local planning policies are also used to support and guide the implementation of the planning scheme. These planning policies are wide and varied and range from the installation of cubby houses to the installation of telecommunication facilities. Planning policies can be developed to also provide guidance, detail and consistency of treatment with respect to amenity and other relevant planning issues.

Importantly, local government planning schemes incorporate by reference the Residential Design Codes (R-Codes), which is the planning policy of the State Government providing detailed development control for residential development. The State Government revises the R-Codes from time to time.

The role of Council in administering a planning scheme includes:

- consideration of development applications
- consideration of subdivision proposals
- consideration of Planning Scheme Amendment proposals (whether suggested by the Shire or by the community)
- enforcement of planning scheme provisions
- development of planning policies

- review of an existing planning scheme
- formulation of a new planning scheme.

9.3.2 State Administrative Tribunal

In certain circumstances applicants have rights of appeal to challenge a planning related decision of Council or an employee. It is therefore important for Council Members to gain a full understanding of the issues and follow proper process before reaching a decision.

The State Administrative Tribunal (SAT) reviews decisions made by local governments regarding a range of matters including town planning and building approvals. Applications can be made to the SAT for a review of decisions made by local governments under a range of enabling laws, including decisions made under delegated authority by the CEO or employees.

9.3.3 Planning delegations

The Shire's planning scheme and State planning legislation permits Council to delegate its decision-making powers to certain qualified persons or committees, subject to certain conditions. This is important in terms of allowing those applications that meet certain criteria to be determined by employees. The criteria used for determining the types of development that can be decided by employees is set out in Local Planning Policies and relevant delegations, which are reviewed annually.

All decisions made under delegated authority are binding and represent a 'Council decision'.

Delegations are necessary for good governance in order to permit:

- Council to focus on strategic matters and major developments that are beyond the relevant delegation.
- the large volume of development applications received by the Shire to be dealt with in an efficient and effective manner.

9.3.4 Development Assessment Panels

Development Assessment Panels are the decision-making body for a certain type, class and/or value of planning applications the Shire receives from time to time. Development Assessment Panels consist of three specialist independent members and two Council Members nominated by the Shire and approved by the Minister for Planning.

Development Assessment Panels are not managed by the Shire but by the State Government's Department of Planning, with certain resources being provided by the Shire. Development Assessment Panels have their own meeting procedures and a Code of Conduct and all members of the panel are to abide by that Code of Conduct. Only the Presiding member of the panel is able to speak on decisions or matters that concern the panel.

The Shire's planning specialists provide technical reports to the Department of Planning, who in turn refer this report and any other information to the Development Assessment Panel, which will decide on the planning matter.

The Shire of Wandering forms part of the Wheatbelt Joint Development Assessment Panel.

9.4 DECLARATIONS OF INTEREST

One important aspect of the Shire's decision-making responsibilities is how conflicts of interests are identified, recorded and treated throughout the organisation. It is not only important to ensure that real or potential conflicts of interests are handled appropriately, but also perceived conflicts of interests.

Interests can be categorised as being:

- Financial or non-financial interests
- Proximity interests
- Interests that may affect impartiality.

It is an Council Member's responsibility to decide whether or not to declare an interest.

9.4.1 Financial interests

It is a statutory obligation and duty of Council Members and committee members to vote on every item of business discussed at meetings of Council or a committee (with delegated authority). However, a Council Member or a committee member may be excluded from presiding and voting in the meeting if that person, or a person that is closely associated to them, has a direct or indirect financial interest in the subject under discussion.

Attention is drawn to Division 6 of Part 5 of the Act which details disclosure of financial interests in matters affecting local government decisions. This division defines financial interests, closely associated persons, and interests that need not be disclosed by Council Members and committee members.

A member who has an interest in any matter to be discussed at a Council or Committee meeting that will be attended by that member must disclose the nature of the interest:

- (a) in a written notice given to the Chief Executive Officer before the meeting; or*
- (b) at the meeting immediately before the matter is discussed.*

(Section 5.65(1) of the Act)

A member who makes a disclosure under section 5.65 must not:

- (a) preside at the part of the meeting relating to the matter; or*
- (b) participate in, or be present during, any discussion or decision-making procedure relating to the matter, unless, and to the extent that, the disclosing Elected Member is allowed to do so under Section 5.68 or Section 5.69.*

(Section 5.67 of the Act)

Sections 5.68 and 5.69 of the Act detail the circumstances in which Council, committees and the Minister may allow Council Members and committee members disclosing interests to participate in meetings.

Failure to comply with certain sections of the Act can result in a penalty of \$10,000 or imprisonment for two years.

The *Department of Local Government Operational Guideline No. 20 – Disclosure of Financial Interests at Meetings* provides a comprehensive guide to identifying and declaring financial interests and steps to take in safeguarding liability.

9.4.2 Proximity interests

Council Members and committee members also have a responsibility to declare interests around matters that are in close proximity to that person's land. Section 5.60B of the Act states a person has a proximity interest in a matter if the matter concerns:

- a) a proposed change to a planning scheme affecting land that adjoins the person's land*
- b) a proposed change to the zoning or use of land that adjoins a person's land, or*
- c) a proposed development of land (as defined by section 5.63(5) of the Act as being the development, maintenance or management of the land or of services or facilities on the land) that adjoins the person's land.*

Land (the proposed land) adjoins a person's land if:

- a) the proposed land, not being a thoroughfare, has a common boundary with the person's land*
- b) the proposed land, or any part of it, is directly across a thoroughfare from, the person's land, or*
- c) the proposed land is that part of the thoroughfare that has a common boundary with the person's land.*

Similar to financial interests, a Council Member or committee member with a proximity interest must disclose their interest (in accordance with sections 5.65 of the Act) and not preside or participate in discussion on the matter (section 5.67 of the Act). Under certain circumstances the Council, committee or the Minister may allow Council Members and committee members disclosing interests to participate in meetings.

9.4.3 Interests that may affect impartiality

Council Members are required to disclose any interest which could, or could reasonably be perceived to, adversely affect their impartiality, and includes an interest arising from kinship, friendship or membership of an association.

The disclosing of an interest that may affect impartiality is to be made immediately before the matter is discussed at a Council or committee meeting or in a written notice given to the CEO before the meeting.

The disclosure of an interest that may affect impartiality does not affect the ability of the Council Member to discuss or vote on the matter.

Attention is drawn to Regulation 11 of the Rules of Conduct which deals with disclosure of interests that may affect impartiality:

11. Disclosure of interest

(1) In this regulation — interest means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association.

(2) A person who is a Council member and who has an interest in any matter to be discussed at a Council or Committee meeting attended by the member must disclose the nature of the interest — (a) in a written notice given to the CEO before the meeting; or

(b) at the meeting immediately before the matter is discussed.

(3) Subregulation (2) does not apply to an interest referred to in section 5.60 of the Act.

(4) Subregulation (2) does not apply if — (a) a person who is a Council member fails to disclose an interest because the person did not know he or she had an interest in the matter; or

(b) a person who is a Council member fails to disclose an interest because the person did not know the matter in which he or she had an interest would be discussed at the meeting and the person disclosed the interest as soon as possible after the discussion began.

(5) If, under subregulation (2)(a), a person who is a Council member discloses an interest in a written notice given to the CEO before a meeting then — (a) before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and

(b) at the meeting the person presiding is to bring the notice and its contents to the attention of the persons present immediately before a matter to which the disclosure relates is discussed.

(6) If: (a) under subregulation (2)(b) or (4)(b) a person's interest in a matter is disclosed at a meeting; or

(b) under subregulation (5)(b) notice of a person's interest in a matter is brought to the attention of the persons present at a meeting,

the nature of the interest is to be recorded in the minutes of the meeting

If a Council Member makes a disclosure of interest relating to impartiality, it is considered prudent that they do so by excusing themselves from the debate and the vote.

9.4.4 Disclosure of interests of employees

Similar to Council Member and committee members, employees should ensure that there is no actual or perceived conflict or incompatibility between the important fulfillment of the public or professional duties and either their personal interests, or those persons closely associated with them.

Section 5.70 of the Act states that where an employee has an interest in any matter in which the employee is providing advice or a report directly to Council or a committee, they must disclose the nature of the interest when giving the advice or report. There is no requirement however for employees to leave meetings where interests have been disclosed.

In situations where an employee has been delegated a power or duty by the CEO, and the employee has an interest in the matter, the employee must not exercise the power or discharge the duty and must either disclose the nature of the interest to the CEO (or should the employee be the CEO, disclose the nature of the interest to the President).

The Shire's Code of Conduct also places a requirement on employees to disclose any interests, where the interest could, or could reasonably be perceived to, affect the impartiality of the employee having the interests and includes an interest arising from kinship, friendship or membership of an association. In some situations, this may require the employee to disqualify themselves from dealing with a particular matter.

9.4.5 Primary Returns and Annual Returns

Section 5.75 of the Act requires Council Members and certain employees to complete a Primary Return within three months of commencing in Office or being employed at the Shire.

A Primary Return can best be described as a snapshot of personal information and certain financial interests a person has at a particular point in time.

By the end of August each year, Council Members and certain employees must complete an Annual Return, effective at the end of each respective financial year which discloses any changes to the information previously disclosed in their Primary Return or new interests that have accumulated since completing their Primary Return or last Annual Return.

Primary Returns and Annual Returns assist with the decision-making process as they highlight an individual's interests at a particular point in time, thereby clarifying whether a conflict of interest may arise.

9.4.6 Related Party Disclosures

The Shire is committed to complying with the disclosure requirements for related party transactions under the Australian Accounting Standards. Disclosure of relevant related party information will provide greater transparency and improve the quality of the financial reporting process.

A system has been implemented to identify, monitor and disclose related party transactions to manage the risk of non-compliance with the related party disclosure objectives of the Australian Accounting Standards.

9.5 PROTECTION FROM LIABILITY

Council Members are not protected in the same manner as Members of Parliament for statements they make in the Council Chamber.

In a Council meeting, a Council Member fulfils a public duty and is therefore given limited legal protection. However, unlike Members of Parliament, an Elected Member's privilege is qualified. This means that protection is only provided if the statements are made in good faith. Statements made with malice or made recklessly are not protected by qualified privilege. Statements made by Council Members outside Council and Committee meetings are unlikely to attract qualified privilege.

However, under section 9.57A of the Act a local government is not liable to an action for defamation in relation to matter published on its official website as part of a broadcast, audio recording, or video recording, of a meeting of the Council or a Committee, but does not include other meetings (such as Briefing Sessions).

Regulation 7 of the Rules of Conduct also states that a Council Member must not make improper use of their office as a Council Member to cause detriment to the local government of any other person. This provision has relevance to what a Council Member can say whilst performing in their role as an Elected Member.

Division 4 of Part 5 of the Act also protects Council Members, committee members and employees from any actions in negligence that the person has done, or has not done, in the performance of their

functions under the Act or any other written law. However, the Shire may not be necessarily protected from claims of negligence.

9.6 LEGISLATIVE FRAMEWORK

The Shire is constituted under the Act and has a formal geographical area, known as a district. The general function of the Shire is to provide for the good government of people living and working within its district and includes legislative and executive powers and responsibilities given to it through the Act.

Overall, the Act is intended to provide excellence in governance through:

- better decision-making by local governments
- greater community participation in the decisions and affairs of local governments
- greater accountability of local governments to their communities
- more efficient and effective local government.

To allow local governments better decision-making, greater accountability and to be more efficient and effective, the Act provides a number of ways of achieving these objectives.

9.6.1 Delegations

Delegations form part of the Shire's decision-making approach. Delegations entrust certain types of decisions to the CEO, employees or committees.

Under the Act both Council and the CEO are given certain functions and duties to be discharged. Council may delegate authority to the CEO to perform some of its functions and duties on its behalf. The use of delegated authority means that the large volume of routine work of Council can be effectively managed and acted on promptly, which in turn facilitates efficient service delivery to the community.

Delegated authority allows Council to concentrate on policy development, representation, strategic planning, and community leadership.

The CEO may delegate to any other employee the authority to perform functions and duties that are exercisable by the CEO under the Act or that have been delegated to the CEO by Council (with the exception of the power to delegate). This accords with employees being responsible to the CEO and the CEO being responsible to Council. Similarly, the implementation of Council decisions and instructions are conducted by the CEO, who may in turn require responsibility to be undertaken by other employees of the Shire.

Delegations of authority are required in order to provide employees of the Shire with the power to exercise duties and make determinations. It is essential that the Shire's delegations are performed in a manner that is in accordance with the delegation and is compliant with the relevant legislation. The Shire is required to keep records on the exercise of its delegations and delegations by Council are to be reviewed on an annual basis.

9.6.2 The concept of 'acting through'

Not all functions or duties of the local government require formal delegation. The Act details that a local government and / or the CEO is not prevented from performing any of their functions under the Act or any other written law by 'acting through' another person.

The key difference between a delegation and the concept of 'acting through' is that a delegate exercises the delegated decision-making function in his or her own right. Where a person has no discretion in carrying out a function, then that function may be undertaken through the 'acting through' concept. Alternatively, where the decision allows for discretion on the part of the decision maker, then that function needs to be delegated for another person to have that authority.

9.6.3 Authorised persons

Under legislation, Council or the CEO (with delegated authority) may 'appoint' persons or classes of persons to perform particular functions. These persons are generally termed 'authorised persons' or some other similar term. Legislation or local laws may specify that an 'authorised person' may perform a particular function and those functions or duties are normally specified in the applicable provision.

An appointment is made, as the case requires, by either a formal resolution of the Council, or a written appointment by the CEO (with delegated authority or other employee with delegated authority), or as detailed in the specific legislation. Authorised persons are not necessarily employees with delegated authority.

Employees appointed as authorised persons are required to have a certificate of appointment or some other form of identification to confirm their appointment and to demonstrate their ability to perform that function.

Due to their position as an employee, some legislative provisions appoint all employees of a local government as authorised persons. Examples of such legislation include the *Litter Act 1979* and the *Criminal Procedures Act 2004*.

9.6.4 Local laws

Under the Act and as part of its legislative functions, Council can make local laws as a way of providing good governance to the community and which reflect current community standards.

The Act outlines the process by which the Council may adopt local laws. This legislative role allows the Council to adopt a regulatory regime that may be enforced through the courts, by the issue of infringement notices or by performing other executive functions to enforce the local laws. When adopting local laws, the Council must be aware that they operate with the force of legislation and the Shire has a duty to enforce all of its local laws.

The process for making a local law provides the community with a six-week advertising period to allow opportunity for comment on proposed local law. The local law is then presented once more to Council and any public submissions are considered. Upon final adoption, the local law is published in the *Government Gazette* and reviewed by the Western Australian Parliamentary Committee on Delegated Legislation.

Local laws must also comply with the National Competition Policy principles adopted by agreement between local, state and federal governments.

The Shire maintains local laws relating to:

- Roads – Fencing Land Abutting on
- Health
- Bush Fire Brigades
- Cemetery Wandering Public
- Cemetery Metrication
- Cemetery
- Public Cemetery

The Shire is required to review all its local laws every eight years from the date they came into operation or from the date they were last reviewed. This review process also allows for community consultation and feedback.

9.6.5 Policies

Section 2.7(2)(b) of the Act states that the Council is to "determine the local government's policies".

Policies provide the Council and the organisation with the ability and direction to make decisions that are considered to be consistent and unbiased. A policy can also provide detail on the manner in which the Shire undertakes, or requires others to undertake, certain works or activities.

The Council has established the following level of policy:

- Council Policies - these are strategic policies that set governing principles and guide the direction of the organisation to align with community values and aspirations. These policies have a strategic, external focus and align with the vision and strategic direction of the Shire.
- Shire Policies - these policies are developed for administrative and operational requirements. They have an internal focus.

9.6.6 Executive functions

The Council is responsible for overseeing the executive functions of the Shire. The executive functions of the Shire are to provide services and facilities. In performing its executive functions, section 3.18 of the Act states the following:

(1) A local government is to administer its local laws and may do all other things that are necessary or convenient to be done for, or in connection with, performing its functions under this Act.

(2) In performing its executive functions, a local government may provide services and facilities.

A local government can, therefore, administer local laws and provide services and facilities to provide for 'the good government of the district'.

A local government must satisfy itself that the services and facilities it provides:

- integrate and coordinate, so far as practicable, with any provided by the Commonwealth, the State or any public body
- do not duplicate, to an extent that the local government considers inappropriate, services or facilities provided by the Commonwealth, the State or any other body or person, whether public or private
- are managed efficiently and effectively.

9.7 BUSINESS MANAGEMENT

The management of corporate business within an organisation is important to the concept of governance. As part of the Shire's Integrated Planning Framework, the Shire has developed a *Corporate Business Plan*. The *Corporate Business Plan* guides internal operational activities and serves as the Shire's rolling four-year service and project delivery program which is aligned to the strategic direction and priorities set within *Community Strategic Plan*. It also reflects actions within other informing strategies and the Shire's *Capital Works Program*. Detail on specific projects and their milestones are then reported to Council and the community on a regular basis.

Departments are required to develop yearly Project Plans that operationalise the specific projects and milestones in the Shire's *Corporate Business Plan* as well as other plans and operational outcomes.

9.8 FINANCIAL MANAGEMENT

9.8.1 Role of the CEO

The CEO is accountable to Council for the financial performance of the Shire. The CEO must ensure that certain fundamentals are in place including, but not limited to:

- appropriate financial systems, plans, strategies and protocols
- adequate resources to support the Shire's activities and financial monitoring and performance
- suitable internal review and audit mechanisms
- an organisational culture where responsibility and accountability are clearly delineated and understood
- adherence to and compliance with legislative provisions.

9.8.2 Financial management planning and principles

The Council is ultimately responsible for the financial management of the Shire. Good financial management requires both Council and the organisation to play their role. The Shire has developed a long-term financial plan that is consistent with strategic initiatives within *Community Strategic Plan*.

Council is to ensure that it receives sufficient reports and other information to adequately monitor its performance, resource allocation, expenditure and activities, and the efficiency and effectiveness of its service delivery.

There should be robust and transparent financial management established and maintained to meet local government's accountability to its stakeholders, particularly in terms of stewardship of community assets, both now and into the future.

Council has established an Audit Committee to oversee and advise the Council on matters of accountability and internal control.

9.8.3 Annual Budget

One of the responsibilities of Council under the Act is to prepare, set and adopt the Shire's Annual Budget. The Annual Budget can be viewed as the annual articulation of the Shire's *Long-Term Financial Plan* and must also consider the priorities, projects and initiatives within *Community Strategic Plan*. Based on the leadership of Council, it determines the Shire's priorities for each year and the allocation of resources to achieve those priorities.

Under Regulation 33A of the *Local Government (Financial Management) Regulations 1996* the Shire is required to conduct a review of its Annual Budget after considering the changes in its operating environment since the beginning of the financial year with a view to forecasting the financial impacts likely to arise for the remainder of the year. The review is to be conducted before 31 March each year.

9.8.4 Strategic Financial Plan

The *Long-Term Financial Plan* is a high-level informing strategy that outlines the Shire's approach to delivering infrastructure and services to the community in a financially sustainable and affordable manner. It also demonstrates the Shire's commitment to managing its operations in a sustainable way that minimises the financial impact on the Shire's ratepayers and stakeholders.

The *Long-Term Financial Plan* represents the primary and key strategic financial planning document for the Shire and has a direct bearing on the ability to plan for the future financial sustainability of the Shire. It represents projections and estimates, based on many assumptions and is a primary planning tool for the development of future budgets for the Shire. In preparing the *Long-Term Financial Plan*, the Department of Local Government and Communities' Long-Term Financial Planning Framework and Guidelines is used as the principal reference point in terms of form and content.

Among other things, the plan summarises the financial impacts of the priorities, projects and objectives identified in *Community Strategic Plan* and assists in setting the future financial direction and decisions of the Shire.

The *Long-Term Financial Plan* is underpinned by the following principles:

- consistency
- prudence
- transparency
- sustainability
- performance and accountability
- innovation (in accordance with *Community Strategic Plan*).

9.9 ASSET MANAGEMENT

An organisation practices good governance when it manages its assets in a financially viable, efficient and sustainable manner.

One major initiative to manage the Shire's asset base, particularly community and road infrastructure, is the Shire's Five-Year Capital Works Program which plans the installation of new infrastructure as well as the renewal and replacement of existing infrastructure in a planned and prioritised way.

The Shire also has an Asset Management Plan and other plans that provide strategic direction in the management of Shire assets.

9.10 ORGANISATIONAL STRUCTURE AND HUMAN RESOURCE MANAGEMENT

Good governance is achieved when an organisational structure is in place that adequately serves the Shire's operations, and those operations are planned to achieve the established goals and the strategic direction set for the Shire. Part of the role of the CEO is to establish an organisational structure which will facilitate the delivery of projects and programs within the Community Strategic Plan.

To enable the Shire to continue to provide high quality services to the community now and into the future it is critical that the Shire develops and maintains a skilled, flexible and sustainable workforce.

In line with the Department of Local Government, Sport and Cultural Industries' Integrated Planning and Reporting Framework the Shire has developed a Workforce Plan to provide a strategic framework for organisational workforce planning and management. This will enable the Shire to attract and retain a suitable, committed and professional labour force that will ensure the Shire achieves its strategic priorities within Community Strategic Plan and deliver quality services to the community.

Although Council determines the appropriate organisational structure through the annual budget process, it is the CEO's responsibility to manage the employees of the Shire. The organisational structure needs to allow for flexibility to adapt to changing needs.

This process of planning for future workforce requirements enables the Shire to respond to emerging challenges before they impact on services and operations. It also facilitates the preparation of detailed budgets and a long-term financial plan that support the delivery of efficient and affordable services

All employees are required under the Act to undertake a performance evaluation each year. These evaluations assess specific job performance, behavioural indicators, business planning outcomes as well as determining an employee's training and development needs.

9.11 RECORDS MANAGEMENT

The Shire's corporate records are to be managed in accordance with the Shire's *Recordkeeping Plan* and *Records Management Policy*.

All Council Members, employees and contractors are responsible for maintaining complete, accurate and reliable evidence of all business transactions and ensuring all corporate documents are retained within the Shire's official recordkeeping system at the point of creation regardless of the format, The Shire's record keeping practices must be in accordance with:

- *State Records Act 2000*
- *Evidence Act 1906*
- *Freedom of Information Act 1992*
- *Local Government Act 1995*
- *Local Government Accounting Directions 1994.*

Certain corporate records maintained and held by the Shire are accessible to members of the public in accordance with the processes stated in the *Freedom of Information Act 1992*.

9.12 RISK MANAGEMENT

The Shire is responsible for providing a wide and diverse range of services to its community. All of these activities involve some form of risk, which must be managed to ensure that aims and objectives are achieved, services are delivered and that opportunities to deliver better and more cost effective services are realised. If the Shire is not aware of, or has not adequately assessed or managed some risks, it could result in financial loss, threats to public or employee safety or lead to substantial adverse publicity.

The Shire is committed to ensuring that effective risk management remains central to all its operations while delivering its range of services to the community. The management of risk is the responsibility of senior management and all employees and is an integral part of the Shire's organisational culture. Risk management philosophies are reflected in the various policies, protocols, systems and processes in place, that guide the Shire's operations.

The Shire has an established Risk Management Framework which reflects good practice and sound corporate governance principles and is consistent with the risk management guidelines and principles set out in Australian / New Zealand Standard for Risk Management (AS/NZS ISO 31000:2018). The Shire also has a Risk Management Policy which describes the Shire's commitment to ensuring that effective risk management remains central to all its operations.

The Shire's organisational structure has a dedicated Department to monitor risk and provide work programs, audit updates and regular reporting to the Audit and Risk Committee and Council. Reporting to Council and throughout the organisation regularly identifies risks, its assessment and mitigation strategies that are in place or need to be put into place.

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10 PRINCIPLE FOUR: ACCOUNTABILITY

10.1 PRINCIPLE OF ACCOUNTABILITY

Excellence in governance is based on the principle that the people involved in providing governance, being the Council Members and employees, are held to account for what they do and for the Shire's performance. The public trust placed in the Shire and in its Council Members to act in the public interest can be justified in the manner in which their duties have been performed.

Accountability systems need to provide disclosure and for the review of decision-making and processes. These systems must record and support the Shire's accountability to its stakeholders and its legal accountability to the State Government.

Risk management systems aim to ensure that community assets are protected. An internal audit system, a comprehensive consultation and engagement policy and framework all support good decision-making by ensuring that Council Members are aware of the views of those who will be affected by any decision.

The fundamental importance of accountability is that the Shire exists to govern for and on behalf of its community. Systems and values must reflect this accountability.

Accountability systems that provide disclosure and review of decision-making and processes are integral to good governance and are reflected through:

- open and transparent government so that people can follow decision-making processes and outcomes
- consultation so that communities feel that they are being heard
- good information and communication processes so that communities are kept informed.

10.2 PERFORMANCE MANAGEMENT AND REPORTING

The Council is accountable for monitoring performance in the achievement of the Shire's strategic direction, goals and financial outcomes which are set through *Community Strategic Plan*, the *Long-Term Financial Plan*, the *Corporate Business Plan* and the Annual Budget.

The management of the Shire's performance and the reporting of that performance to the community is achieved in several ways.

10.2.1 Quarterly progress reporting

The Shire has developed a reporting system to provide Council with the necessary information to enable it to assess performance against the various plans it has developed. The reporting system is a systematic and regular process that allows Council to take action to rectify any issues that arise and as such, be accountable to the community.

The Department of Local Government, Sport and Cultural Industries' Integrated Planning and Reporting Framework sets out the requirements for local governments to undertake planning and reporting on their activities. The process includes annual reporting to the community on achievements and outcomes. The Shire's Corporate Business Plan, reviewed and adopted by Council each year, is in line with this requirement and focuses on the Shire's actions and objectives within Community Strategic Plan.

Annual progress reports against the Shire's Corporate Business Plan provides Council and the community with a full assessment of the Shire's progress in relation to the achievement of pre-determined milestones for major projects and programs.

10.2.2 Financial reporting

Financial reporting is a basis for accountable financial management and it is required by the Act. Financial reporting undertaken at the Shire is as follows:

Monthly Financial Activity Statement - timely and accurate reports are essential to keep Council in an informed position to ensure the Shire meets its financial responsibilities. In accordance with the Act and the Local Government (Financial Management) Regulations 1996, Council is required to prepare a monthly statement of financial activity reporting on the source and application of funds as set out in the Annual Budget.

List of Payments - Council has delegated to the CEO the exercise of its authority to make financial payments from the Shire's Municipal Fund and Trust Fund. Therefore in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996, a list of accounts paid by the CEO is prepared each month for Council, showing each account paid since the last list was prepared.

Annual Financial Report - in accordance with the Act, the Shire is required to prepare an Annual Financial Report each financial year which provides information about the Shire's financial activities, income and expenditure. The Shire's Annual Financial Report is to be audited by an external auditor and is to be considered by the Shire's Audit Committee before being submitted to Council for adoption.

An abridged version of the Annual Financial Report forms part of the Shire's Annual Report, which is received and discussed by the community at the Annual General Meeting of Electors.

10.2.3 Annual Report

In accordance with section 5.53 of the Act the Shire is to prepare an Annual Report each financial year. Other than just financial information the Shire's annual report includes, among other things, the auditor's report, internal information and an overview of the Shire's 'plan for the future' (being *Community Strategic Plan*) including major initiatives that are proposed to commence or to continue.

The Shire's Annual Report is the Shire's key reporting document that satisfies the Annual Report requirements under the Act. It provides detailed information to all of the Shire's stakeholders about how the Shire intends to operate in a sustainable manner whilst addressing the many challenges it faces. The report reviews the progress made against the many initiatives outlined in *Community Strategic Plan*.

The Electors of the Shire's district are to receive the Annual Report at the Annual General Electors Meeting, held in either November or December each year. At this meeting, the community may ask questions of the Shire on various aspects of the Annual Report.

10.2.4 CEO performance review

The Council is accountable for managing the CEO's performance and is responsible for setting the CEO's performance plan and subsequently monitoring performance. Council is to communicate its expectations to the CEO, and is required to seek independent professional advice when undertaking the performance evaluation of the CEO.

The Council engages external Consultants to assist it with this task of reviewing the CEO's performance as well as recruitment activities for a new CEO when such a situation arises.

10.2.5 Employee performance review

In accordance with the Act the performance of all employees is to be reviewed at least once in relation to every year their employment.

10.3 AUDITS AND OVERSIGHT

10.3.1 Compliance Audit

It is a requirement of the Act that the Shire conducts an annual audit of its compliance with statutory requirements and responsibilities placed on it under the Act.

The Compliance Audit Return is submitted to the Department of Local Government Sport and Cultural Industries each year after its adoption by Council. The Compliance Audit Return provides prompts in

relation to the local government's statutory obligations in a number of areas, such as local laws, tenders, meeting processes, disclosure of financial interests and financial management. It provides a useful tool for the Shire to ensure compliance with the Act.

In addition to this requirement the Shire has established a number of internal compliance mechanisms to ensure its practices and procedures meet its obligations in relation to good corporate governance.

10.3.2 Audit Committee

The audit function of the Shire is achieved by the establishment of an Audit Committee.

The Act requires Council to establish an Audit Committee to oversee and advise the Council on matters of internal or external audit, risk management, financial reporting and legislative compliance functions of the Shire. Such matters include developing and monitoring the Shire's internal audit activities as well as reviewing the appropriateness and effectiveness of the Shire's systems and procedures in relation to risk management, internal controls and legislative compliance.

The Audit Committee will also support the audit as required and have functions to oversee:

- the implementation of audit recommendations made by the auditor, which have been accepted by Council
- accepted recommendations arising from reviews of local government systems and procedures.

10.3.3 External Audit

Each year, the Office of the Auditor General, or contractors appointed on its behalf, provide the independent oversight of the local government sector and audit the Shire's financial statements with an audit report being provided to Council. Any significant issues the Office of the Auditor General identifies, are reported to the Shire, the President, the Shire's CEO and the Minister for Local Government.

The audit report is examined by the Shire and is to implement appropriate action in respect to the significant matters that may be raised and detail such action in a report to be submitted to the Minister for Local Government within three months of the Shire receiving the audit report. This report is also published on the Shire's website.

In addition to financial and compliance audits, the Office of the Auditor General may carry out performance audits that examine the economy, efficiency, and effectiveness of programs and organisations, including compliance with legislative provisions and internal policies. Performance reports are also submitted to both Houses of Parliament.

10.3.4 Internal Audit

The Shire plans to develop an internal audit program that focuses on areas of risk including financial and non-financial systems and compliance with legislation, regulations, policies and best practice.

The primary objectives of the program are to independent evaluate Shire's systems of internal control in order to provide assurance that:

- the Shire is achieving its goals and objectives efficiently, effectively and in an ethical manner
- financial and operating information produced is accurate, timely and complete
- there is compliance with relevant laws, regulations and other external requirements and with policies, protocols and other internal requirements
- Shire assets and liabilities are competently managed and protected against loss or other negative consequences.

Recommendation action plans are developed and agreed with management for audit recommendations and follow-ups conducted to ensure that they are implemented as agreed.

10.4 COMMUNITY CONSULTATION AND STAKEHOLDER ENGAGEMENT

The Shire recognises that consultation is a two-way interactive process that provides opportunities for the Shire and the community to clarify information, raise issues and discuss ideas and options. Consultation is an important dimension that informs and enhances the Shire's decision-making processes.

As a community leader, Council should define the Shire's directions and priorities for a sustainable future by:

- promoting discussion and debate within the community and with other stakeholders about the priorities and needs of the Shire
- using research to develop and inform Council policies and decision-making
- actively canvassing, and faithfully considering, the needs and opinions of the community when making decisions
- translating the community's aspirations for a sustainable future through appropriate partnerships, initiatives, programs and services.

10.4.1 Community consultation

The Council has an adopted *Community Engagement and Consultation Policy*, the objective of which is to provide guidance to the Council and community on when community engagement activities should be undertaken and the level of engagement to be carried out, other than notification and consultation conducted in accordance with statutory requirements.

During a formal consultation process initiated by the Shire, Council Members and employees are encouraged to support members of the community to make their views heard through the established channels of making a public consultation submission.

Council Members and employees responsible for a consultation process should not make their personal views known on any matter during a formal consultation process as this may taint decision-making when Council is required to make a formal decision on the matter.

10.4.2 Social media

The Shire will also use social media platforms such as Facebook as a way of promoting corporate messages and public notices; interacting and engaging with the community; and sourcing valuable feedback on issues and events that are relevant to the community. Other electronic information and feedback systems and consultation mechanisms are also used from time to time.

The Shire has adopted a *Social Media Policy* on how it manages its own social media platforms for Council Members and employees in the use of social media and using such platforms to communicate to members of the community.

10.4.3 Stakeholder management

Strong stakeholder relationships are critical to the successful delivery of a number of key Shire projects and activities, which require careful and ongoing management.

10.5 CUSTOMER SERVICE AND COMPLAINTS MANAGEMENT

The Shire prides itself on the delivery of exceptional service and customer experiences and has developed a number of internal and external documents and processes around customer service and complaints management.

10.5.1 Service standards and customer advocacy

The Shire has adopted a Customer Service Charter which outlines the Shire's customer service standards the community can expect from the Shire. The charter demonstrates the Shire's commitment to customer service excellence and the levels of customer service performance. The

charter provides a mechanism of accountability for the Shire's community. Customer service standards and performance is measured to ensure that the Shire is delivering on its commitments.

The Shire has a complaints management process which ensures an effective, transparent and timely method of responding to complaints regarding the Shire's services, administrative actions, competitive neutrality, the conduct and performance of elected member or employee behaviour.

10.5.2 Formal complaint and reporting mechanisms

The Shire, being a public entity, is subject to a number of external complaint and reporting mechanisms that are in place to ensure all public entities, including local governments, perform in a way that demonstrates integrity and fairness and are in place to prevent, among other things:

- improper conduct
- action which may constitute an offence under a written law
- substantial, unauthorised or irregular use of or mismanagement of public resources
- substantial and specific risk of injury to public health, prejudice to public safety or harm to the environment
- matter of administration which could be investigated by the Ombudsman.

The Shire is subject to reporting and review mechanisms conducted by a number of external agencies, including:

- minor breach and serious breach complaints about Council Members to the Department of Local Government, Sport and Cultural Industries' Standards Panel under the Local Government Act 1995
- public interest disclosures made under the Public Interests Disclosure Act 2003 (commonly known as whistleblowing)
- misconduct complaints to either the Public Sector Commission or the Corruption and Crime Commission under the Corruption, Crime and Misconduct Act 2003
- investigating and resolving complaints about the decision making of local government to the WA Ombudsman under the Parliamentary Commissioner Act 1971.

10.6 ACCESS TO INFORMATION

Under the Act any member of the public can access certain information held by the Shire, but there is not an unfettered right of access to the Shire's information. There are some documents not accessible to the public or available for viewing; however, being a 'public body', the provisions of the Freedom of Information Act 1992 apply.

All Council Members and employees should be aware of freedom of information implications when creating documents, whether it is internal or external and must undertake proper record-keeping in the fulfilment of their duties and responsibilities while at the Shire. As a general rule any written material generated by employees or Council Members may become public knowledge and subject to a freedom of information request and investigation. Freedom of information gives individuals a right to access certain records held by both state and local government agencies.

The Shire each year publishes a Freedom of Information Statement to assist the community on the functions and services of the Shire and how information of the Shire can be accessed.

11 COUNCIL AND ELECTED MEMBER SELF-ASSESSMENT

11.1 COUNCIL SELF-ASSESSMENT AND EVALUATION

In order to assess whether the governance principles are being enacted a self-assessment tool has been included in the *Governance Framework*. The questionnaire was originally developed by WALGA for use by the WALGA State Council. Permission has been granted for the Shire to use the self-assessment tool to assess the Council's and individual Council Member's performance against the governance principles. It is intended that the results be used to develop action plans to improve governance performance.

The self-assessment aims to:

- assess what level of performance has been achieved in the period under review
- assist in the development of a better understanding of individual Elected Member performance and the Council's objectives
- focus on strategic goals
- assist in the developing of a better understanding of performance orientated relationships
- develop an action plan for improvement
- encourage a program of ongoing personal and professional development for Council Members.

The self-assessment tool has two components, being:

(1) the Council Self-Assessment

(2) Elected Member Self-Assessment.

Council Members as a group should complete the Council Self-Assessment and the results used to assess the Council's performance as a whole against the governance principles. This should assist the Council in developing an action plan to improve performance (including the ongoing training and development program for Council).

The Elected Member Self-Assessment should be completed by individual Council Members to provide an assessment of that individual's contribution to good governance, and assist in the development of an individualised training and development program.

11.2 COUNCIL PERFORMANCE ASSESSMENT QUESTIONNAIRE

Please circle your responses as per the following scale:

1. Strongly Disagree 2. Disagree 3. Unsure 4. Agree 5. Strongly Agree

Question	Rating				
	1	2	3	4	5
The Council has been effective in setting the overall direction of the Shire to achieve the objects and purpose of the Shire	1	2	3	4	5
The Council is effective in considering and determining all major policy issues	1	2	3	4	5
The Council monitors appropriate financial and non-financial performance indicators	1	2	3	4	5
The Council has a clear understanding of business risk	1	2	3	4	5
The Council does not become drawn into operational management matters	1	2	3	4	5
Roles of the President, Council Members and the CEO are clearly defined and understood	1	2	3	4	5
The Council understands the Shire's vision, mission, values, philosophy and plans	1	2	3	4	5
The Council regularly inputs into strategy development and review	1	2	3	4	5
The CEO and employees have commitment, capacity and enthusiasm	1	2	3	4	5
The Shire has relevant and reliable internal reporting and compliance systems	1	2	3	4	5
Council Members are aware of the Shire's responsibilities to regulators and external stakeholders	1	2	3	4	5
The Council communicates effectively with its community	1	2	3	4	5
Council Members bring valuable experience and skills to the Council	1	2	3	4	5
The Council has legitimacy and retains confidence in the eyes of the community	1	2	3	4	5
The President ensures that meetings are chaired and matters are discussed / debated in a structured and effective way	1	2	3	4	5
The President makes sure that the Council addresses all of the appropriate strategic issues	1	2	3	4	5
The President makes sure there is sufficient time to discuss the important issues on the agenda	1	2	3	4	5
The President encourages contributions by Council Members to get the best out of them	1	2	3	4	5
The President liaises effectively with the CEO	1	2	3	4	5
The CEO is receptive to the Council's input	1	2	3	4	5
The CEO assists Council Members in meeting their governance obligations	1	2	3	4	5
The Council is effective in monitoring and evaluating the performance of the CEO	1	2	3	4	5
The Council papers, including agenda, minutes and briefing notes are timely, accurate and informative	1	2	3	4	5
The Council meetings address the key issues facing the community	1	2	3	4	5
The duration of meetings of the Council are appropriate	1	2	3	4	5
Council Members come to meetings well prepared and participate effectively in debate and discussions	1	2	3	4	5
The Council adheres to effective governance practices	1	2	3	4	5
Appropriate records from Council meetings are documented in Minutes	1	2	3	4	5
The relationship between the President and Council Members is effective in enabling the Council to fulfil its duties and responsibilities	1	2	3	4	5
The relationship between the Council and the CEO is effective in enabling Council to fulfil its duties and responsibilities	1	2	3	4	5
Additional comments on the performance of the Council?					

Thank you for completing this questionnaire.

The information will be collated and provided to you in a combined document that will not identify your individual response. The information will be used to assist Council to develop an action plan for improvement and to identify the priorities for training and ongoing development. Individual questionnaires will be treated in the strictest of confidence and will be destroyed once the information has been aggregated.

11.3 ELECTED MEMBER PERFORMANCE ASSESSMENT QUESTIONNAIRE

Please circle your responses as per the following scale:

1. Strongly Disagree 2. Disagree 3. Unsure 4. Agree 5. Strongly Agree

Question	Rating				
I understand my roles, duties and responsibilities as a Council Member of the Shire of Wandering	1	2	3	4	5
I come to the Council meetings fully prepared	1	2	3	4	5
I understand the mission, vision, values, philosophy and strategy of the Shire	1	2	3	4	5
I participate in and enhance discussion and debate at the Council meetings	1	2	3	4	5
I have made a significant personal contribution to the Council achieving the objects for the Shire	1	2	3	4	5
I encourage openness and candour and ensure that others have a reasonable opportunity to put forward their views	1	2	3	4	5
I challenge those who side-track discussions or dwell on minutiae	1	2	3	4	5
I am a team player	1	2	3	4	5
I listen to and consider other people's views on issues	1	2	3	4	5
I am open and willing to change my views	1	2	3	4	5
I accept challenge from others without being defensive	1	2	3	4	5
I have the courage to say what is on my mind	1	2	3	4	5
I keep myself free from conflicts of interest and understand when a conflict may arise	1	2	3	4	5
I exercise independent judgement when considering or voting on any matter	1	2	3	4	5
I understand the difference between direction and managing and consistently practice the NIFO principle in discharging my role as an Elected Member (i.e. "nose in, fingers out")	1	2	3	4	5
I am responsive to requests from the Presiding Member that aim to ensure the orderly and good-spirited conduct of meetings	1	2	3	4	5
I understand and focus on the key issues of the Shire's business	1	2	3	4	5
I consider the viewpoints of all stakeholders in forming a position on an issue	1	2	3	4	5
I carry a fair workload when compared with my fellow Council Members	1	2	3	4	5
I regularly liaise with the President and other Council Members of the Council outside of Council meetings	1	2	3	4	5
I regularly liaise with the CEO and senior employees outside Council meetings	1	2	3	4	5
I have adhered to all of the behavioural and ethical requirements of the Council <i>Code of Conduct</i>	1	2	3	4	5
Outside the Council meeting and when acting in my capacity as an Elected Member, I support Council decisions that have been made	1	2	3	4	5
Are you satisfied with the level of support you are provided in undertaking your role as an Elected Member of the Shire of Wandering? Are there any areas that can be improved?					
Are there any specific areas in which you would like professional development to enhance your effectiveness as an Council Member of the Shire of Wandering?					
Are you satisfied with the process of evaluating performance as an Elected Member of the Shire of Wandering? Are there improvements you consider could be made?					

Thank you for completing this questionnaire.

The information will be collated and provided to you in a combined document that will not identify your individual response. The information will be used to assist Council to develop an action plan for improvement.

Your individual responses can also be used to assist in the development of a customised training and development program to suit your specific needs and priorities. Individual questionnaires will be treated in the strictest of confidence and will be destroyed once the information has been aggregated.

10.2.POLICY 77 – DRESS CODE – CITIZENSHIP CEREMONIES

Proponent	Shire of Wandering
Owner	
Location/Address	
Author of Report	Belinda Knight, CEO
Date of Meeting	19/11/2020
Previous Reports	Nil
Disclosure of any Interest	Nil
File Reference	04.041.04104:CL103
Attachments	Draft Policy 77

BRIEF SUMMARY

As per the new Australian Citizenship Ceremonies Code Councils have been requested to provide a current copy of their Dress Code to the Department of Home Affairs.

BACKGROUND

Page 25 of the Ceremonies Code states:

- The attire of attendees at citizenship ceremonies should reflect the significance of the occasion.
- A Dress Code is to be set by individual councils.
- Councils must provide a current copy of their Dress Code to the Department of Home Affairs.

To assist, below are some examples that have been provided to the Department of Home Affairs from other local governments:

- Smart casual, national/cultural dress welcomed;
- What you wear should reflect the significance of the occasion. You may wear national or cultural dress if you wish;
- Neatly dressed or business attire respecting the significance of the ceremony; or
- Formal, Business or smart casual attire. Conferees are welcome to wear traditional, national or cultural dress

STATUTORY/LEGAL IMPLICATIONS

Australian Citizenship Act 2007 and Australian Citizenship Regulations 2016

POLICY IMPLICATIONS

As per attached.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

PROVIDE STRONG LEADERSHIP

Our Goals	Our Strategies
We plan for the future and are strategically focused	Ensure accountable, ethical and best practice governance Engage with local, regional, state and federal stakeholders to grow mutually beneficial relationships

CONSULTATION/COMMUNICATION

Nil

COMMENT

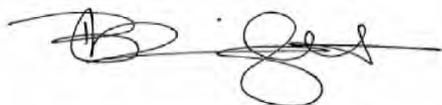
Nothing further.

VOTING REQUIREMENTS

Absolute Majority Required

OFFICER'S RECOMMENDATION – ITEM 10.2 POLICY 77– DRESS CODE – CITIZENSHIP CEREMONIES

That Council adopts Policy 77 – Dress Code for Citizenship Ceremonies as attached.

AUTHOR'S SIGNATURE:


POLICY TYPE:	GOVERNANCE	POLICY NO:	77
DATE ADOPTED:		DATE LAST REVIEWED:	
LEGAL (PARENT):	<i>Australian Citizenship Act 2007 and Australian Citizenship Regulations 2016</i>	LEGAL (SUBSIDIARY):	
DELEGATION OF AUTHORITY APPLICABLE:	No	DELEGATION NO.	

ADOPTED POLICY	
TITLE:	Citizenship Ceremonies – Dress Code
OBJECTIVE:	<ul style="list-style-type: none"> To ensure compliance with the requirements of the Federal Government in relation to the standard of dress to be worn by participants during citizenship ceremonies conducted by the Shire of Wandering

PREAMBLE

This Policy applies to the officials conducting citizenship ceremonies and everyone receiving Australian Citizenship at a formal ceremony conducted by the Shire of Wandering.

POLICY STATEMENT

The attire worn by the officials conducting citizenship ceremonies and the recipients of citizenship at the ceremony should be in accordance with this Policy and reflect the significance of the occasion.

Officials conducting the ceremony are to wear their official uniform or business attire.

People receiving citizenship at the ceremony should wear smart casual attire or their own national/traditional/cultural dress.

The following attire is not permitted:

- Beach wear
- Thongs or bare feet, unless part of national/traditional/cultural attire
- Slippers
- Sleep wear
- Clothing showing offensive slogans or pictures
- Sports apparel
- Fancy Dress costumes

RELATED DOCUMENTS

Australian Government – Australian Citizenship Ceremonies Code.

10.3.LOCAL PLANNING POLICIES

Proponent	Shire of Wandering
Owner	Shire of Wandering
Location/Address	
Author of Report	Belinda Knight, CEO
Date of Meeting	19/11/2020
Previous Reports	17/09/2020
Disclosure of any Interest	Nil
File Reference	10.106.10605
Attachments	Local Planning Policies 3, 4 & 5

BRIEF SUMMARY

The purpose of this item is to consider any submissions received on the Draft Local Planning Policies:

- Local Planning Policy 3 – Sea Containers
- Local Planning Policy 4 – Temporary Accommodation
- Local Planning Policy 5 – Second Hand Buildings

BACKGROUND

Development Approval

All development within the Shire requires a development / planning approval unless specifically exempted by the Town Planning Scheme.

The introduction of the *Planning and Development (Local Planning Scheme) Regulations* in October 2015 introduced the Deemed Provisions which automatically apply to all Planning Schemes. These take precedence of the existing provisions of the Scheme and address a number of issues including “permitted development” which are exempt from requiring a Planning Approval from Council. One of the exemptions is where there is a Local Planning Policy defines a use or development that does not require development approval.

Local Planning Policy

The Shire of Wandering does not have a Local Planning Policy to define a use or development that does not require development approval.

Any new Local Planning Policy or modifications to an existing Policy are required to be advertised for public comment for a period of 21 days.

SCHEME OBJECTIVES

The objectives of the relevant zones are:

Residential Zone

- a. to provide for the predominant form of residential development to be single houses
- b. to provide for diversity of lifestyle choice with a range of residential densities where possible.
- c. to achieve a high standard of residential development having regard to the economic importance of tourism to the district.
- d. to allow for the establishment of non-residential uses which are compatible with the predominant residential use and which will not adversely affect local amenities.

Rural - Residential Zones

- a. to select areas wherein closer subdivision will be permitted to provide for such uses as hobby farms, horse breeding, rural-residential retreats, and rural-based commercial uses that are consistent with a rural residential zone.
- b. to generally select areas that are within approximately 8 kilometres of the town of Wandering to facilitate the provision of services to residents.
- c. to make provision for retention of the rural landscape and amenity in a manner consistent with the orderly and proper planning of such areas.

- d. having regard for the size of the district, the fragile nature of the environment in many places, and the difficulties faced by the local government in providing services away from the town of Wandering, the local government will generally favour Rural-Residential zones be located close to the town of Wandering and then only where the environmental impacts are manageable.

Rural Zone

- a. to ensure the continuation of broad-hectare agriculture in the district encouraging where appropriate the retention and expansion of agricultural activities.
- b. to provide for diversification and intensive agricultural uses in suitable areas.
- c. to consider non-rural uses where they can be shown to be of benefit to the district and not detrimental to the natural resources or the environment.
- d. to allow for facilities for tourists and travellers, and for recreation uses.
- e. to have regard to use of adjoining land at the interface of the Rural zone with other zones to avoid adverse effects on local amenities.

DEFINITIONS

The provisions of the Residential Design Codes do not apply in the Rural or Rural Residential zones but they give an indication of the acceptable residential standards.

TIMING

Council is required to consider any submissions; however, no submissions were received. It can then resolve to adopt the Policy for final approval with or without modifications. It becomes operational once a notice of the adoption is published in a local newspaper.

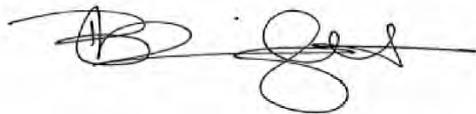
VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION – ITEM 10.3 – LOCAL PLANNING POLICIES

That Council, following the advertising period and having received no submissions:

- Pursuant to Schedule 2 Clause 4 of the *Planning and Development (Local Planning Scheme) Regulations 2015* Council adopts the attached draft Local Planning Policy No 3 – Sea Containers, draft Local Planning Policy 4 – Temporary Accommodation and draft Local Planning Policy 5 – Second Hand Buildings; and
- Pursuant to Schedule 2 Clause 4(4) of the *Planning and Development (Local Planning Scheme) Regulations 2015* Council advertises the adoption draft Local Planning Policies as stated above.



POLICY TYPE: LOCAL PLANNING POLICY		POLICY NO: 3	
DATE ADOPTED:		DATE LAST REVIEWED:	
LEGAL (PARENT): Shire of Wandering Town Planning Scheme No. 3		LEGAL (SUBSIDIARY): Planning and Development (Local Planning Schemes) Regulations 2015	
DELEGATION OF AUTHORITY APPLICABLE: Nil		DELEGATION NO.	
ADOPTED POLICY			
TITLE:	Sea Containers		
OBJECTIVE:	<ul style="list-style-type: none"> To regulate the use of sea containers to ensure they do not detract from the visual amenity of the locality. This policy applies to the whole Shire. 		

DEFINITIONS

All reference to containers shall mean either a sea container, shipping container or railway carriage.

BACKGROUND

In recent years there has been increased use of sea containers within the Shire for storage. While these can serve a useful role in rural areas there have been concerns about aesthetics, particularly in more settled areas such as the Residential and Rural Residential Zones.

Sea containers are generally second-hand structures which were originally designed for commercial and industrial use but are sought by landowners for use in a residential environment.

The Shire of Wandering Town Planning Scheme No. 3 makes no direct reference to containers and Council has regulated them under general development control powers covering amenity and protection of the natural environment.

This policy has been created to provide guidance to Council and land owners on the use and siting of containers.

POLICY STATEMENT

General Requirements for Containers

- (a) All containers shall require the planning approval of Council.
- (b) As they are second-hand relocated structures, containers are not considered as being "ancillary outbuildings".
- (c) Containers may be approved in any zone.
- (d) There is a presumption that no more than one container will be permitted per property, particularly in the Residential Zone. Council may consider additional containers where it is satisfied that there is a genuine need for such container(s).
- (e) Containers may be approved on a vacant property.
- (f) Containers are not to be used for habitable purposes, unless specifically repurposed for such use.
- (g) Containers are not to be located within front boundary setbacks as required by Town Planning Scheme No. 3 or the Residential Design Codes.
- (h) Containers may be temporarily placed on a property to store building materials while construction of a house is being carried out on the property. Where containers are proposed for a temporary period the following will apply:
 - i. The use will expire with the building licence.
 - ii. A building licence for the dwelling must be issued before a planning approval is granted for a container.

- iii. The container must be maintained in a reasonable condition as determined by Council.
- (i) Where containers are proposed to be permanently installed on a property the following will apply:
 - i. They should be adequately screened from view and shall not be easily seen from nearby roads, other public places, or adjoining properties.
 - ii. They should be painted in muted tones to the satisfaction of the Shire, so as not to be visually intrusive.
 - iii. They should be maintained in good repair with no visible rust marks.
- (j) Applications for Town Planning Approval shall include:
 - i. A scaled site plan showing the proposed location of the container and detailing setbacks to boundaries. The site plan shall also include other buildings, accessways, watercourses and vegetation on the property.
 - ii. The proposed size and use of the container.
 - iii. Evidence that the sea container will be adequately screened from view and shall not be easily seen from nearby roads, other public places, or adjoining properties.
- (k) Containers approved in the Rural Residential Zones, shall not be located within the front boundary setback area or in areas designated for car parking or landscaping.

Permitted Development

Planning consent is not required for the use of containers that are fully enclosed within a building and are compliant with the objectives of the policy.

ADOPTION

Adopted by Council at its meeting of the _____ 2020

POLICY TYPE:	LOCAL PLANNING POLICY	POLICY NO:	4
DATE ADOPTED:		DATE LAST REVIEWED:	
LEGAL (PARENT):	<i>Shire of Wandering Town Planning Scheme No. 3</i>	LEGAL (SUBSIDIARY):	<i>Planning and Development (Local Planning Schemes) Regulations 2015 Caravan Parks & Camping Grounds Regulations 1997</i>
DELEGATION OF AUTHORITY APPLICABLE:	Nil	DELEGATION NO.	

ADOPTED POLICY	
TITLE:	Temporary Accommodation
OBJECTIVE:	<ul style="list-style-type: none"> To provide guidelines on the prerequisite conditions for approval of temporary accommodation for occupation during the completion of a permanent dwelling. This policy applies to the whole Shire.

POLICY STATEMENT

Council will determine applications for temporary accommodation subject to the following conditions:

- Applications must be submitted in writing and accompanied by a Town Planning Application and the appropriate fee.
- Applications will only be considered to reside in a caravan inside an already approved and constructed shed, on a temporary basis whilst constructing a permanent dwelling on the same property; and
 - Will only be granted to those persons who are to occupy the house when completed;
 - For a maximum period of 12 months;
 - Land being zoned "Rural Residential" or "Rural" only;
 - Applicants submitting a bond of \$5,000 cash, to be refunded upon temporary accommodation being vacated to the satisfaction of the Shire.
 - Toilet, hand wash basin in close proximity, bath and/or shower and laundry trough may be provided in the shed (and connected to an approved onsite effluent disposal system and hot and cold potable water supply). The laundry trough is permitted to be used as the hand wash basin. Cooking facilities must be provided for in the caravan.
 - The shed being supplied with a supply of potable water, and where no scheme water is available then it must be in the form of a water tank with a minimum capacity of 92,000L.
 - Installation of a smoke alarm to the temporary accommodation.
- Prior to submitting an application for temporary accommodation, the proponents must already have obtained an approved building licence for the construction of a permanent dwelling.
- Temporary accommodation must be inspected by the Environmental Health Officer/Building Surveyor and approved by the Shire prior to occupation.
- In accordance with the provisions of the Caravan Parks and Camping Grounds Regulations 1997, for occupation of temporary accommodation greater than 12 months, applications must be made to the Minister, Department of Local Government and Regional Development. Applications will only be supported where significant progress has been made on the construction of the permanent dwelling.
- Council reserves the right to revoke temporary accommodation permission at any time if it is dissatisfied with the state of progress towards the construction of a permanent dwelling or any general terms of the temporary accommodation approval have not been met.

ADOPTION

Adopted by Council at its meeting of the _____ 2020

POLICY TYPE: LOCAL PLANNING POLICY		POLICY NO: 5	
DATE ADOPTED:		DATE LAST REVIEWED:	
LEGAL (PARENT): Shire of Wandering Town Planning Scheme No. 3		LEGAL (SUBSIDIARY): Planning and Development (Local Planning Schemes) Regulations 2015	
DELEGATION OF AUTHORITY APPLICABLE: Nil		DELEGATION NO.	
ADOPTED POLICY			
TITLE:	Second-hand Buildings and Materials		
OBJECTIVE:	<ul style="list-style-type: none"> To outline what is required to satisfy “Part 5 – General Development Requirements” contained within the Shire of Wandering Town Planning Scheme No. 3. This policy applies to the whole Shire. 		

DEFINITIONS

“Second-hand Materials” means any construction materials that have previously been used in the construction of any other structure.

“Second-hand Relocated Dwelling” means a dwelling which has previously been located on another site other than on the lot upon which it is to be placed, has previously been used for human habitation and includes a skid mounted transportable unit, donga and/or a light weight prefabricated building.

“Second-hand building” shall include any building or outbuilding which has previously been located on another site other than on the lot upon which it is to be placed, and may include a second-hand relocated dwelling.

POLICY STATEMENT

SECOND-HAND BUILDINGS

- All proposals for the relocation of second-hand buildings to the Shire of Wandering shall be subject to Council approval.
- All second-hand buildings shall be subject to engineering certification confirming that the building is capable of retaining its structural integrity during the course of relocation. Obtaining the certification is the responsibility of the applicant.
- All second-hand buildings, if separated into sections, shall include the following engineering details:
 - The manner in which the building is to be separated including the line of separation.
 - Additional bracing details confirming that the separated sections will retain their structural integrity during the course of the relocation.
 - Re-joining details particularly with respect to structural framing members including plating and fixing details.
- All applications shall be forwarded to the Shire of Wandering on the appropriate forms with three (3) recent photos of the second-hand building and may include lodgement of a bond to be determined by Council, refundable on completion of the project to the satisfaction of the Shire.
- All health and building legislative requirements will be applicable to all second-hand buildings even though those requirements may not be stipulated on the approved plans.
- Any buildings containing asbestos will not be approved for relocation into the Shire of Wandering.

COMPLIANCE STAGES**Stage One - within 6 months of the date of planning approval being issued (25% Bond refund):**

- (a) The dwelling is correctly positioned on site as depicted on the approved plan;
- (b) The dwelling is correctly stumped or suitably affixed to the ground and the site is filled and/or drained satisfactorily, such that it is structurally adequate in accordance with the engineer's certification; and
- (c) The dwelling is up to lock up stage (all external windows, doors and fittings/fixtures installed/repaired).

Stage Two - within 9 months of the date of planning approval being issued (25% Bond refund):

- (d) All gutters, fascia and downpipe work completed to the satisfaction of the Shire;
- (e) All roof end/roofing work is completed (flashings on ridge and gable ends installed); and
- (f) All external surfaces are painted or reclad in accordance with the painting and building approvals (including wall, doors, windows surrounds, sills etc).

Stage Three- within 12 months of the planning approval being issued (50% Bond refund):

- (g) Compliance with planning conditions has taken place;
- (h) An approved effluent disposal system has been installed. The system has been inspected by the Environmental Health Officer and a permit to use has been issued;
- (i) Completion and certification of all electrical work;
- (j) Completion and certification of all plumbing work;
- (k) All wet area tiling completed in accordance with the Building Code of Australia;
- (l) Kitchen fit-out completed (cupboards/benches and stove/hotplate installed etc);
- (m) Building has reached practical completion stage; and
- (n) All debris removed from building site and site to be kept neat and tidy to the satisfaction of the Shire.

SECONDHAND MATERIALS

Written permission shall be obtained from Council before the use of second-hand materials for the construction of fences and outbuildings.

ADOPTION

Adopted by Council at its meeting of the _____ 2020

10.4.5 DUNMALL DRIVE, WANDERING

Proponent	WA Housing Authority
Owner	Shire of Wandering
Location/Address	5 Dunmall Drive, Wandering
Author of Report	Belinda Knight, CEO
Date of Meeting	19/11/2020
Previous Reports	Nil
Disclosure of any Interest	Nil
File Reference	09.092.09201
Attachments	Nil

BRIEF SUMMARY

To consider returning 5 Dunmall Drive to the staff housing pool.

BACKGROUND

The Shire has been leasing 5 Dunmall Drive to the WA Housing Authority since January 2015. More recently the WA Housing Authority has sought a twelve-month tenancy agreement on the property – January to January, along with a reducing trend in rental income.

The recently advertised Customer Services Coordinator could have been successfully filled but for the fact there are no available rentals in Wandering, and the Shire has no available houses.

This property is currently occupied by a single teacher, who only occupies the house during school terms, generally not during the holidays.

STATUTORY/LEGAL IMPLICATIONS

Local Government Act 1995

POLICY IMPLICATIONS

Nil

FINANCIAL IMPLICATIONS

A reduction in the budgeted rental would be expected should the house return to the staff housing pool.

STRATEGIC IMPLICATIONS

RETAIN AND GROW OUR POPULATION

Our Goals	Our Strategies
Our permanent and transient population grows	We assist with retaining the Wandering Primary School We promote the lifestyle and business opportunities of Wandering We support Early Years and Youth
People feel safe, connected and actively involved in the community	Facilitate and support activities that optimise use of our facilities Assist Community and sporting organisations to remain sustainable and active

CONSULTATION/COMMUNICATION

Via initial contact with Councillors.

COMMENT

Council needs to weight up the benefits of attracting a young family to Wandering over financial gain from rental income.

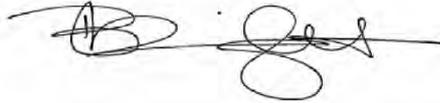
VOTING REQUIREMENTS

Simple Majority.

OFFICER'S RECOMMENDATION – ITEM 10.4 - 5 DUNMALL DRIVE, WANDERING

That Council:

- Authorises the Acting CEO to advise the WA Housing Authority that it wishes to end the current lease arrangement for 5 Dunmall Drive, Wandering, on its expiry date of 19/01/2021; and
- Returns the house to the staff housing pool.

AUTHOR'S SIGNATURE:A handwritten signature in black ink, appearing to be 'B. J. ...', written over a light grey rectangular background.

10.5.2021/2022 RATING REVIEW

Proponent	Shire of Wandering
Owner	
Location/Address	
Author of Report	Belinda Knight, CEO
Date of Meeting	19/11/2020
Previous Reports	16/07/2020 – 18/06/2020 – 20/02/2020 – 19/12/2019 – 12/2017
Disclosure of any Interest	Nil
File Reference	03.030.03110:RA14
Attachments	Map 1 – Blackboy Springs (RA143 – 115 correspondents) Map 2 – Wandering Downs (RA142- 46 correspondents) Map 3 – Ferguson Way Industrial Area (RA144 – 6 correspondents)

BRIEF SUMMARY

To progress the rating review commenced in 2017. This proposal is for Council to consider changing the valuation method for non-rural properties from the Unimproved (UV) valuation method to the Gross Rental Valuation (GRV) method of determining valuations for rating purposes. Under section 6.28 of the *Local Government Act 1995*, the Shire is required to review and make recommendations to the Minister for Local Government, as to the method of valuation to be used for rating purposes.

BACKGROUND

Reviews conducted in 2012 and more recently since March 2015 have identified some 964 properties that are predominantly Non-Rural in nature. As part of the review small lifestyle and industrial lots currently valued as using the UV method were assessed and the majority are proposed to change to GRV, unless we ascertain the property is used predominately for rural purposes, that significant revenue is derived from these activities and the activities are allowed under the relevant Local Planning Scheme.

Land Use Declaration forms were sent out to all affected landowners with a covering letter explaining the process along with a copy of Section 6.28 of the Local Government Act and a two page Frequently Asked Questions sheet. Property owners were given 28 days to return the form, although forms were accepted after this time frame.

The Shire also held an Information Session with affected landholders on 11 November 2020, at which 35 ratepayers attended.

Of the 167 correspondents consulted, the Shire received the following responses:

- f. 139 - No Land Use Declaration was received.
- g. 21 - Answered 'No' to the property being used for Rural Purposes
- h. 5 - Answered 'Yes' to the property being used for Rural Purposes, and
- i. 0 – Provided a submission in another format.

Shire of Wandering Land Rating Review Data

Assessment No	Question 1	Question 2	Question 3
A378	No		
A335	No		
A197	No		
A440	Yes	Grazing - 2 Sheep, 3 Horses	No
A249	No		
A126	No		
A462	No		
A259	Yes	Forestry & Grazing - Sheep grazing within plantation	Yes
A73	No		
A211	No		
A336	No		
A250	No		
A255	No		
A443	No		
A256	No		
A453	No		
A124	No		
A405	Yes	Grazing - Used for equine	Yes
A253	No		
A196	No		
A182	Yes	Grazing - Sheep	Yes
A439	No		
A395	No		
A390	No		
A461	No		
A264	Yes	Grazing - Sheep	No

We have undertaken both desktop reviews and consultation with the affected landowners in determining which properties are being recommended to have the rating valuation method changed. These properties are currently being rated using the UV method of valuation. It would be more appropriate for the use of the GRV method of valuation as these properties can no longer be considered as predominately for rural purposes in nature, see Section 6.28 of the *Local Government Act 1995*.

December 2017: The Shire engaged Moore Stephens to undertake a Rating Review for the Shire, and the resultant report is attached to this item. It makes several recommendations, which have never been adopted by the Council. These recommendations are that Council:

Develops policy to:

- a) *Provide a framework and guidance to assist with the classification of properties (based on a combination of the properties TP zone and predominate land use) into the most appropriate valuation category (UV or GRV); and*
- b) *Guide the staff in the level and method of community consultation to be undertaken in the circumstances of a change of valuation category applied to properties within the district.*

Following development and adoption of the policies set out above, the Shire of Wandering undertake a review of its rates records to identify and classify properties within the district into either a UV or GRV valuation type in accordance with the policy; and

The Council consider the following changes to its current rating structure:

Current Differential Category	Future Differential Category	Comments
Gross Rental Valuations		
Residential	Residential	No Change
Special Use	Commercial Industrial	Change of name to better identify the category.
	Commercial Industrial Vacant	-New differential rate category based on the development status of commercial or industrial land.
Unimproved Values		
Rural	Rural	Properties not used predominately for rural purposes to be the subject of an application to change to GRV and categories based on TP zone/land use. Properties used for mining purposes are to remain in the category until the number and the level of valuation permit a separate differential rate to be established that complied with the minimum payment limits under the Act.
Rural Residential	Discontinued	Properties not used predominately for rural purposes to be the subject of an application to change to GRV and categorised based on TP zone/land use.
	Mining	New differential category to be established when the number and valuation level permits.

STATUTORY/LEGAL IMPLICATIONS

Local Government Act 1995 – s6.28

Local Government Operation Guidelines – No. 2 – Changing Methods of Valuation of Land

POLICY IMPLICATIONS

To be implemented

FINANCIAL IMPLICATIONS

The aim of a rating review is to provide equity in the way rates are raised, rather than increase the amount of rates raised.

STRATEGIC IMPLICATIONS

IMPROVE OUR FINANCIAL POSITION

Our Goals	Our Strategies	Our Measurement
The Wandering Shire is financially sustainable	Improve accountability and transparency Develop an investment strategy that plans for the future and provides cash backed reserves to meet operational needs Prudently manage our financial resources to ensure value for money	Rate review implemented over a staged process by 2020

PROVIDE STRONG LEADERSHIP

Our Goals	Our Strategies
We plan for the future and are strategically focused	Ensure accountable, ethical and best practice governance

	Develop and maintain our Strategic Plan, Corporate Business Plan, Asset Management Plan, Workforce Plan and Long-Term Financial Plan Service Level Plans detail operational roles, responsibilities and resources Engage with local, regional, state and federal stakeholders to grow mutually beneficial relationships
--	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

CONSULTATION/COMMUNICATION

Moore Stephens

Many options exist for consulting or informing the community or special interest groups therein. For example:

- letters to each affected landowner;
- advertisements in local newspapers/newsletters;
- public meetings/workshops; and/or
- use of the Internet.

COMMENT

The Shire of Wandering Rating Strategy is an important component of the integrated planning process and it will underpin forward planning for long term financial management, asset management, capital investment and the other facets of strategic planning on behalf of the community.

The Shire operates with the following rating categories (updated for 2020/2021)

GRV/UV	Description	Non-Minimum	Minimum
GRV	Residential	41	39
GRV	Special Use (Industrial)	3	2
UV	Rural Residential	34	70
UV	Rural	135	78
UV	Mining	0	5
Non-Rateable		29	
TOTAL		242	194

Differential rating is in place and is constrained by the legal requirement that the differential rate in the \$ is not more than double the lowest minimum rate. This particularly applies to rating equity and potential between the unimproved value classifications of Rural Residential and Rural.

A similar constraint applies to the number of properties on minimum rates which cannot exceed 50% of the total number of assessments.

Currently Wandering uses a lower rate in the \$ to neighbouring Shires with comparable unimproved valuation levels.

The Long-Term Financial planning to date is predicated on an annual rate revenue increase of 6% based on the components of 2% (inflation) and 4% (new income).

FURTHER INFORMATION

Further comments are contained within the report from Moore Stephens, or within the Local Government **Operation Guidelines No. 2 – Changing Methods of Valuation of Land.**

GUIDELINE NO. 2

In implementing suitable systems and procedures, local governments should observe the principles of:

- objectivity;
- fairness and equity;
- consistency;
- transparency; and
- administrative efficiency.

The prospects for a satisfactory outcome will be significantly improved if these principles are correctly applied.

Objectivity

As far as possible the predominant use of land should be reviewed and determined on the basis of an objective assessment of relevant criteria. External parties should be able to understand how and why a particular determination was made.

Fairness and equity

Rating principles should be applied fairly and equitably. Each property should make a fair contribution to rates based on a method of valuation that appropriately reflects predominant use.

Consistency

Rating principles should be applied, and determinations should be made, in a consistent manner. Like properties should be treated in a like manner.

Transparency

Systems and procedures for determining the method of valuation of land should be clearly documented and available for the public to inspect. This is fundamental to the "good government" principle upon which the Act is based. The right to govern accompanies the obligation to do so openly and fairly.

Administrative efficiency

Rating principles and procedures should be applied and implemented in an efficient and cost-effective manner.

IMPLEMENTATION OPTIONS – FINANCIAL IMPLICATIONS

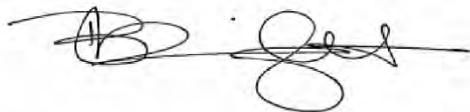
Policy 73 dictates how the rates will be phased in.

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION – ITEM 10.5 - 2020/2021 – RATING REVIEW

That Council, directs the Acting CEO to make application to the Minister for Local Government for a determination pursuant to Section 6.28 (1) of the *Local Government Act 1995*, to change the basis of rates for properties detailed under Appendix 1 being Maps 1 to 3, from Unimproved Value (UV) to Gross Rental Value (GRV) as the predominant use of the land of these properties have been determined to be residential or non-rural, not of a commercial rural nature.

AUTHOR'S SIGNATURE:A handwritten signature in black ink, appearing to be 'A. B. Jones', written over a horizontal line.

APPENDIX 1

MAP 1 – BLACKBOY SPRINGS



MAP 2 – WANDERING DOWNS



MAP 3 – FERGUSON WAY INDUSTRIAL ESTATE



11. OTHER OFFICER'S REPORTS

11.1.FEES & CHARGES – SALE OF MULCH

Proponent	Shire of Wandering
Owner	Shire of Wandering
Location/Address	Waste Transfer Station – Lot 9000 Cheetaning Road, Wandering
Author of Report	Maureen Mertyn
Date of Meeting	19/11/2020
Previous Reports	Nil
Disclosure of any Interest	Nil
File Reference	10.101.10190
Attachments	Nil

BRIEF SUMMARY

To adopt a fee for the sale of surplus mulch.

BACKGROUND

The Shire's supply of mulch is more than what the Shire currently needs.

Any fee or charge set by this resolution will not come into effect until not less than 14 days' notice of the fee or charge has been locally advertised in the Community Newspaper and on the Shire website.

STATUTORY/LEGAL IMPLICATIONS

Local Government Act 1996

POLICY IMPLICATIONS

Policy No 8 - Financial Management

FINANCIAL IMPLICATIONS

The Shire has no existing fee for the sale of mulch.

Minor cost to potential income from mulch fees.

STRATEGIC IMPLICATIONS

PROVIDE STRONG LEADERSHIP

Our Goals	Our Strategies	Our Measurement
We plan for the future and are strategically focused	Ensure accountable, ethical and best practice governance Develop and maintain our Strategic Plan, Corporate Business Plan, Asset Management Plan, Workforce Plan and Long Term Financial Plan Service Level Plans detail operational roles, responsibilities and resources Engage with local, regional, state and federal stakeholders to grow mutually beneficial relationships	Audit and Compliance Returns identify no adverse issues We meet the Integrated Planning Standards

CONSULTATION/COMMUNICATION

Acting Chief Executive Officer – Barry Gibbs

Acting Executive Manager Technical Services – Brad Hunt

Transfer Station Attendant – Rob Curtis

COMMENT

It should be noted that Council has an obligation under the *Local Government Act 1995* to determine the amount of a fee or charge taking into consideration the cost to the local government of providing the service or goods, the importance of the service and goods to the community, and the price at which the service or goods could be provided by an alternative provider.

The average commercial price for 4 x 6 trailer load of Enviro Mulch in Perth is \$36.00 inc. GST. The other Local Government that have a fee for the sale of mulch adjoining the Shire of Wandering:

- Shire of Pingelly \$20.00 inc. GST

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION – ITEM11.1 – FEES & CHARGES – SALE OF MULCH

That Council, pursuant to s6.16 of the Local Government Act 1995, imposes the following fees and charges, and authorises the Acting CEO to give local public notice of same:

- Sale of mulch to a fixed rate of \$ _____ per cubic metre

AUTHOR'S SIGNATURE:

11.2. APPLICATION FOR PLANNING APPROVAL (RETROSPECTIVE) – OVERSIZE OUTBUILDING AT LOT 24 (NO 43) KNIGHT ROAD, WANDERING

Proponent	Barry Edwards
Owner	Barry and Jane Edwards
Location/Address	Lot 24 (No. 43) Knight Road, Wandering
Author of Report	David Johnston – Planning Officer, Shire of Narrogin
Date of Meeting	19 November 2020
Previous Reports	Nil
Disclosure of any Interest	Nil
File Reference	PA150:A398
Attachments	Shed Plan & Schedule of Submissions

BRIEF SUMMARY

The report recommends that a planning application submitted by Barry Edwards to construct an oversized outbuilding at Lot 24 (No. 43) Knight Road, Wandering be approved subject to conditions.

BACKGROUND

Council is requested to consider the retrospective Planning Application for an oversize outbuilding at Lot 24 (No. 43) Knight Road, Wandering. The site is currently developed with a dwelling and a number of water tanks on site.

The subject site is located to the north-west of the Wandering townsite, with access made via North Bannister-Wandering Road. The lot abuts Knight Road to the west and north-west, with additional properties located to the north-east, east, and south sides of the property. Aerial photography shows that all surrounding properties have been developed in a similar way with all containing structures including outbuildings, dwellings and water tanks.

The outbuilding has been constructed to the following specifications:

- The wall height of the outbuilding is 4.2m
- The roof pitch height is 5.05m
- The total floor area is 150 sqm
- The building is setback at least 10m from the rear and side boundaries in accordance with the Town Planning Scheme.
- Outbuilding is steel with Colourbond roof, walls and roller doors.

STATUTORY/LEGAL IMPLICATIONS

The following legal documents relate:

Planning and Development Act 2005

Shire of Wandering Town Planning Scheme No. 3

POLICY IMPLICATIONS

The following policy relates:

- Local Planning Policy 1 – Sheds and Outbuildings Policy

FINANCIAL IMPLICATIONS

A Planning Application Fee of \$147 has been paid to the Shire of Wandering.

STRATEGIC IMPLICATIONS

Nil

CONSULTATION/COMMUNICATION

Letters advertising the proposal and requesting comments were sent to owners of the lots on the east, south and south east of No. 43 Knight Road on 28 October 2020. One comment was received during the 14-day consultation period. The comment attached did not object the proposal but suggested that the

outbuilding be reduced in size to comply with Local Planning Policy 1. The full details of the comment is in Attachment.

COMMENT

Zoning and Proposed Land Use Permissibility

The subject site is zoned as 'Rural Residential' under the Shire of Wandering Town Planning Scheme No. 3. The objectives outlined for the rural residential zone is as follows:

- a) *to select areas wherein closer subdivision will be permitted to provide for such uses as hobby farms, horse breeding, rural-residential retreats, and rural-based commercial uses that are consistent with a rural residential zone.*
- b) *to generally select areas that are within approximately 8 kilometres of the town of Wandering to facilitate the provision of services to residents.*
- c) *to make provision for retention of the rural landscape and amenity in a manner consistent with the orderly and proper planning of such areas.*
- d) *having regard for the size of the district, the fragile nature of the environment in many places, and the difficulties faced by the local government in providing services away from the town of Wandering, the local government will generally favour Rural-Residential zones be located close to the town of Wandering and then only where the environmental impacts are manageable.*

The Shire's Sheds and Outbuildings Policy permits an Outbuilding to be constructed on site.

After completing an assessment of the proposal against the development standards prescribed in TPS No. 3, the following compliances and variations have been found:

Aspect of Design	Compliant Principle	Proposed	Variation
Wall Height	Max 4.2m	4.2m	Complies
Pitch Height	Max 5.4m	5.05m	Complies
Floor Area	Max 120sqm	150sqm	Increase of 30sqm
Setback	10m	10m	Complies

It is important for Council to note that while the height is compliant, the outbuilding is built on a sand pad 1m high. Although setback 10m from the boundary, the outbuilding's elevated position above the adjacent property to the east needs to be noted. This aspect of the design is likely to cause more impact than the increased floor area. This impact can be mitigated with the planting of tree species that will grow to a height of more than 5m on the eastern side of the outbuilding.

In approving an application for an outbuilding Council may impose conditions relating to:

- *The provision of landscaping; In the Residential and Rural Residential Zones the use of non-reflective natural colours which blend with the natural landscape to the satisfaction of the local government being used on all external surfaces of the outbuilding noting that unpainted zincalume cladding does not apply.*
- *The site being so ordered and maintained as not to prejudicially affect the amenity of the locality by reason of appearance*
- *The outbuildings shall only be used for purposes incidental to the residential or rural use of the property.*

VOTING REQUIREMENTS

Simple Majority

**OFFICER'S RECOMMENDATION – ITEM11.2 – APPLICATION FOR PLANNING APPROVAL
(RETROSPECTIVE) – OVERSIZE OUTBUILDING AT LOT 24 (NO 43) KNIGHT ROAD, WANDERING**

That Council approve the Application for Planning Consent for an oversize outbuilding at Lot 24 (43) Knight Road, Wandering, subject to the following conditions:

- 1) The approval shall expire if the development permitted is not completed within two years of approval, or within any extension of that time which, upon written application (made before or within 21 days after the expiry of the approval) to the shire is granted by it in writing.
- 2) The development approved shall be in accordance with the plans and specifications submitted with the application and these shall not be altered or modified without the prior written approval of the Chief Executive Officer.
- 3) Any use, additions to and further intensification of any part of the development or land which is not in accordance with the original application or conditions of approval shall be subject to a further development application and consent for that use.
- 4) Any further outbuilding development will be required to be determined by Council.
- 5) All drainage run-off associated with the development shall be contained on site to the satisfaction of the Chief Executive Officer.
- 6) The outbuilding is to be screened on the eastern side of the outbuilding with fast growing tree species. These are to be planted within three (3) months of the approval and maintained at all times to the satisfaction of the Chief Executive Officer.
- 7) The outbuilding is for domestic purposes only and shall not be used for commercial, industrial or habitation purposes.

Advice Notes:

- The development shall be complete within a period of two (2) years from the date of this approval. If the development is not completed within this period the approval will lapse and be of no further effect. Where an approval has lapsed, no development shall be carried out without the further approval of the Shire of Wandering having first been sought and obtained.
- A retrospective building application is required to be submitted.
- Failure to comply with any of the conditions of this planning approval constitutes an offence under the provisions of the Planning and Development Act 2005 and the Shire of Wandering Town Planning Scheme No. 3 and may result in legal action being initiated by the local government.
- If the applicant and/or owner are aggrieved by this decision as a result of the conditions of approval or by a determination of refusal, there may be a right of review under the provisions of Part 14 of the Planning and Development Act 2005. An application for review must be lodged with the State Administrative Tribunal within 28 days of the decision.

AUTHOR'S SIGNATURE:

**SCHEDULE OF SUBMISSIONS – RETROSPECTIVE APPLICATION OF OUTBUILDING AT LOT 24 (NO. 43)
KNIGHT ROAD, WANDERING**

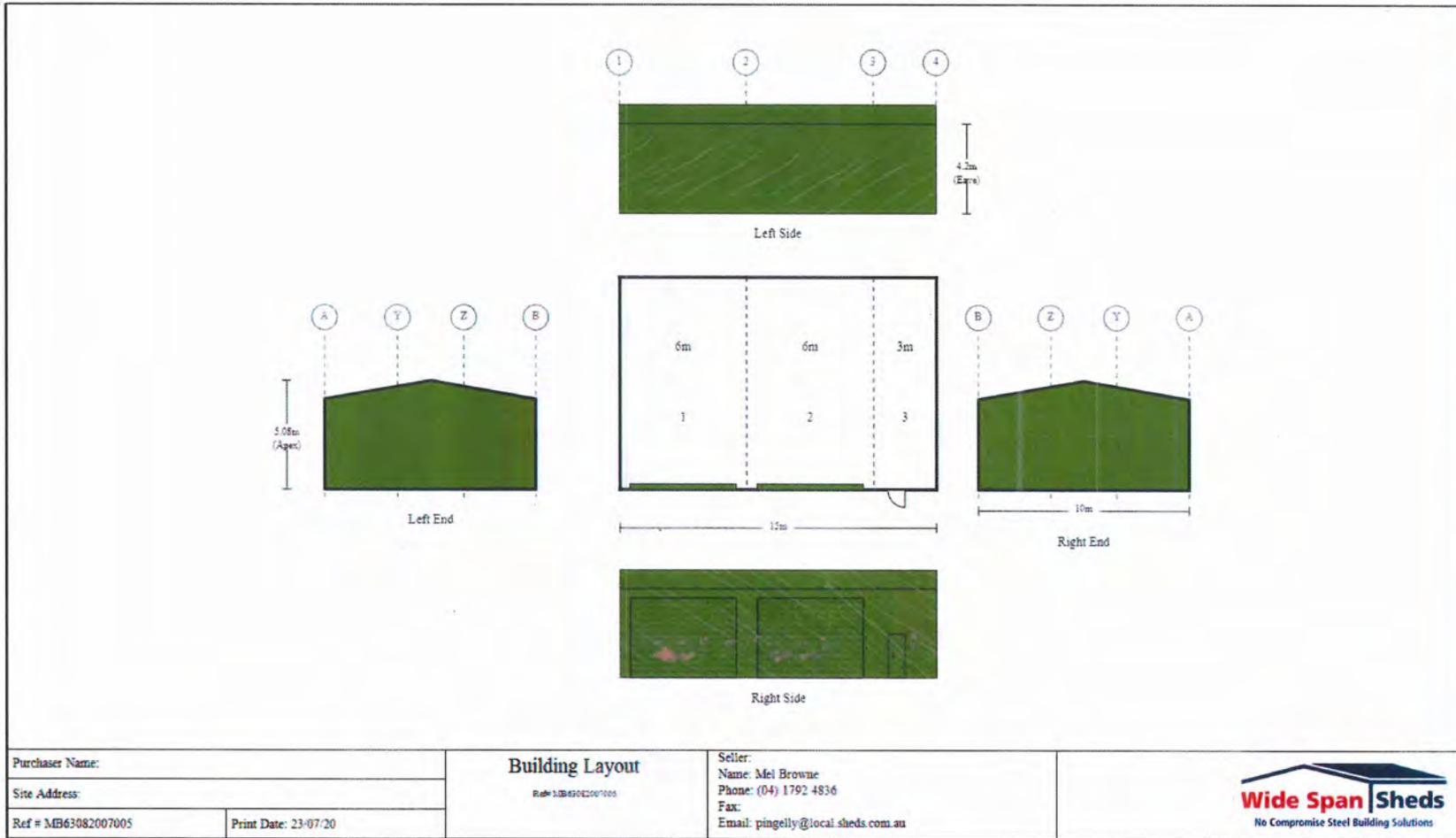
Submissions	Comment	Officer Comment	Recommendation
Public	<p>Comment on the proposal.</p> <p>At the Council meeting held on 26 October 2017 the Council voted against an application for an oversized shed at the mentioned address.</p> <p>We commented at the time that we had no objection but were concerned if all the properties that border ours (8) were granted approval for oversized sheds it would defeat the purpose of living in a rural residential zone.</p> <p>An oversized shed has now been built at the address, with no Council approval. Once again, we have no objection to a shed being built but would prefer that the floor size is reduced to the compliant size of 120sqm. We are concerned that if this oversized shed is approved, this will set a precedence for all the other land owners to “just build it and the Shire will approve it”.</p>	<p>Noted.</p> <p>Noted.</p> <p>Outbuildings are consistent with the Rural Residential zone. However, the continued development of oversized outbuildings that are not screened is not compatible with Objectives of the zone; specifically, clause 4.2.4(c) of the Town Planning Scheme which is, “to make provision for retention of the rural landscape and amenity in a manner consistent with the orderly and proper planning of such areas.”</p> <p>A reduction in the floor size is unlikely to achieve a benefit to the amenity.</p> <p>Agreed that the approval may set a precedent for other oversized outbuildings to be approved.</p>	<p>Recommend screening of outbuilding with fast growing trees.</p> <p>Require any further outbuilding development on the lot to be assessed by Council.</p> <p>No change. Landscaping and screening required instead.</p> <p>No change. Outbuilding policy may need to be reviewed to prevent oversized outbuildings from becoming an amenity issue.</p>

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Farm Building Layout



Details of your Wide Span Sheds Farm Building

Weight	Approximately: 4,200 kg
Span	10 metres
Length	15 metres (3 Bays: 6 metres, 6 metres, 3 metres)
Height	4.2 metres
Roof Type	Gable, 10 degree pitch
Roof	COLORBOND® steel TRIMCLAD® 0.42 BMT (0.47TCT) sheeting, BlueScope
Walls & Trims	COLORBOND® steel TRIMCLAD® 0.42 BMT (0.47TCT) sheeting, BlueScope
Roller Doors	Two (2) COLORBOND® steel 3.75m high x 5m wide roller doors (roller door is not wind rated). Refer to the General Specification (# Access Doors) in relation to opening sizes. The Roller Doors are boxed or steel wrapped for protection during transport. Refer to the Building information for details on Industrial Door Handling.
PA Doors	One (1) single skin Deluxe COLORBOND® steel door with keyed lockset and lever handle to one side;
Bracing	The building will have Knee and Apex braces. Minimum internal knee clearances are: Main Building 2.642m.
Roof Purlins & Wall Girts	Z sections bolted to rafters & columns with a minimum overlap of 10% of the bay width.
Fixing to Concrete	Screw-Bolts fitted after concrete is cured.

Specific Inclusions

- Determination of the design criteria by the engineer. This includes assessment in 8 cardinal directions to determine the site design wind speed based on the building orientation.
- A comprehensive step by step Construction Kit. This kit is specific to your building and gives step by step, simple to follow instructions on how to build your building.
- Engineering certification of the steel farm building to the appropriate Australian Standards.
- Slab or Pier designs for soil classes A, S, M, H1 and H2.
- Materials as nominated above supplied as per the attached "General Specification".
- BlueScope - product warranties of up to 15 years apply.

Specific Exclusions

- Drawings other than detailed above.
- Consent authority including any building, development or construction certificate application(s).
- Construction of the steel building and any foundations (building is supplied as a kit).
- Insurance of the steel building once delivered to site or collected from depot.

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Guarantees

**SHED
SAFE**
Guaranteed

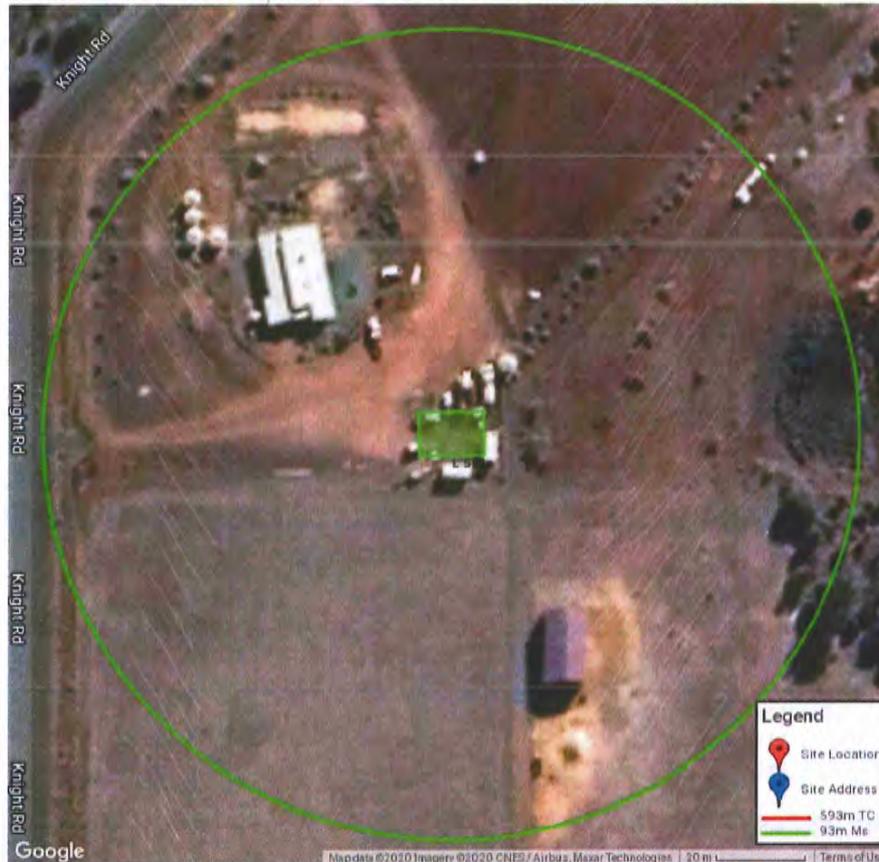


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Site Location

Site Address	Wandering WA 6308 Australia
Building Orientation	Left Side of building orientated to 179° (southerly direction)
Building Class	7
Importance Level	1 with a Vr of 41 m/s (refer below)
Design Wind Criteria	Region A1; TC = 2.1; Mt = 1; Ms = 1.0; giving a Vdes of 37 m/s.
Other Design Factors	No Snow Loading allowed. No Earthquake Loading allowed.



Farm Building Information

The design criteria nominated has been assessed by your trained sales consultant. This assessment is subject to the certifying engineers confirmation. Final assessment by the engineer may result in a change to the materials and price.

Your building has been quoted at an Importance Level of 1 (IL1). IL1 is the lowest level. The Industry requirements for this are:

- The building is more than 200 meters from any other buildings that are not IL1, any property boundaries or roads.
- The building presents a low degree of hazard to life and other property in the event of failure.

If this is not the case, then please advise your sales consultant so that your building can be upgraded to Importance Level 2 or higher.

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Guarantees

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11.3.LEASE AGREEMENT FOR THE OLD WANDERING GRAVEL PIT

Proponent	Western Australian Mower Racing Association (WAMRA)
OWNER	Shire of Wandering
Location/Address	Old Wandering Gravel Pit, Moramocking Road
Author of Report	Maureen Mertyn
Date of Meeting	19/11/2020
Previous Reports	17/09/2020
Disclosure of any Interest	Nil
File Reference	CO567-10.101.10190; LE40-10.101.10190; LE41-10.101.10190
Attachments	Lease Agreement

BRIEF SUMMARY

The purpose of this item is to seek Council's approval on the lease agreement between Western Australian Mower Racing Association's (WAMRA) and the Shire of Wandering for the lease and development of land located on Moramocking Road, Wandering to be used as multi-use community-based motorsports facility.

BACKGROUND

The CEO was directed by the Council during the September 17, 2020 Council Meeting to draft a Lease Agreement with the Western Australian Mower Racing Association for portion of Lot 9000 Moramocking Road, Wandering. The item carried 7/0 votes, moved by Cr Watts seconded by Cr Whitely.

The Shire has sought the service of McLeods, Barristers & Solicitors to finalise the lease agreement.

STATUTORY/LEGAL IMPLICATIONS

Local Government Act 1995

Environmental Protection Act 1986 - Class II putrescible landfill site

Part V of the Environmental Protection Act 1986

Bush Fire Act 1954

POLICY IMPLICATIONS

Policy 26 Asset Management

Policy 30 Use of Shire Facilities and Property

FINANCIAL IMPLICATIONS

There is no impost on the Shire's finances in relation to this matter unless the club closes and the Shire of Wandering has to take on the ownership of any fitted assets.

STRATEGIC IMPLICATIONS

IMPROVE THE ECONOMIC GROWTH OF OUR COMMUNITY

Our Goals	Our Strategies
Capture tourism opportunities locally	Encourage tourists, longer stays and repeat visitation

RETAIN AND GROW OUR POPULATION

Our Goals	Our Strategies
People feel safe, connected and actively involved in the community	Facilitate and support activities that optimise use of our facilities Assist community and sporting organisations to remain sustainable and active

CONSULTATION/COMMUNICATION

Health Officer – Rob Powell confirmed that this will not cause any issue in the community

Manager Works - Bradley Hunt confirmed that the operation aspect in managing of this Reserve would not be affected in regard to firebreaks and other general management of the site.

Department Water and Environmental Regulations - Environmental Officer the Rural Landfill Regulations do not stipulate restrictions for other uses on the land, however it may be worth considering the historical use of the land and any safety issues associated with the proposed use e.g. dust generation with areas that may have been subject to unknown waste disposal.

COMMENT

- The proposed lease will increase tourism expecting an approximate of 250 to 500 people per race meeting.
- Social media exposure for the community and local businesses.
- Multipurpose facility for use by other community clubs.

VOTING REQUIREMENTS

Absolute Majority

OFFICER'S RECOMMENDATION – ITEM 11.3 LEASE AGREEMENT FOR THE OLD WANDERING GRAVEL PIT

That Council authorises the Acting CEO to enter into a lease agreement with the Western Australian Mower Racing Association for Portion of Lot 9000 Moramocking Road, Wandering commencing 21 December 2020, in accordance with the attached Draft Lease Agreement.

AUTHOR'S SIGNATURE:

Lease - Lawn Mower Racing Track (Old Wandering Gravel Pit)

Shire of Wandering

Western Australian Mower Racing Association



McLEODS

Barristers & Solicitors

Stirling Law Chambers | 220 Stirling Highway

CLAREMONT WA 6010

Tel: (08) 9383 3133 | Fax: (08) 9383 4935

Email: mcleods@mcleods.com.au

Ref: SS:WAND:46571

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Details

Parties

Shire of Wandering

of 22 Watts Street, Wandering, Western Australia
(Lessor)

Western Australian Mower Racing Association

of 47 Bannister Road, Boddington, Western Australia
(Lessee)

Background

- A The Lessor is registered as the proprietor of the Land.
- B The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Leased Area upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

Unless otherwise required by the context or subject matter the following words have these meanings in this Agreement:

Alterations means any of the acts referred to in **clause 8**;

Amounts Payable means the Rent and any other money payable by the Lessee under this Lease;

CEO means the Chief Executive Officer for the time being of the Lessor or any person appointed by the Chief Executive Officer to perform any of his or her functions under this Lease;

Commencement Date means the date of commencement of the Term specified in **Item 4** of the Schedule;

Encumbrance means a mortgage, charge, lien, pledge, easement, restrictive covenant, writ, warrant or caveat and the claim stated in the caveat or anything described as an encumbrance on the Certificate of Title for the Land;

Further Term means the further term specified in **Item 3** of the Schedule;

Good Repair means good and substantial tenantable repair and in clean, good working order and condition;

Interest Rate means the rate at the time the payment falls due being 2% greater than the Lessor's general overdraft rate on borrowings from its bankers on amounts not exceeding \$100,000.00;

Land means the land described at **Item 1** of the Schedule;

Lease means this lease and any equitable or common law tenancy evidenced by deed as supplemented, amended or varied from time to time;

Leased Area means the leased area described at **Item 1** of the Schedule;

Lessee's Agents includes:

- (a) the sublessees, employees, agents, contractors, invitees and Lessees of the Lessee; and
- (b) any person on the Leased Area by the authority of a person specified in paragraph (a);

Lessee's Covenants means the covenants, agreements and obligations set out or implied in this Lease or imposed by law to be performed and observed by the Lessee;

Lessor's Covenants means the covenants, agreements and obligations set out or implied in this Lease, or imposed by law to be performed and observed by the Lessor;

Notice means each notice, demand, consent or authority given or made to any person under this Lease;

Parties means the Lessor and the Lessee;

Party means the Lessor or the Lessee according to the context;

Permitted Hours of Use means the purpose set out in **Item 7** of the Schedule;

Permitted Purpose means the purpose set out in **Item 6** of the Schedule;

Schedule means the Schedule to this Lease;

Term means the term of years specified in **Item 2** of the Schedule; and

Termination means the date of:

- (a) expiry of the Term or any Further Term by effluxion of time;
- (b) sooner determination of the Term or any Further Term; or
- (c) determination of any period of holding over.

2. Grant of lease

The Lessor leases to the Lessee the Leased Area for the Term subject to:

- (a) all Encumbrances;
- (b) the payment of the Amounts Payable; and
- (c) the performance and observance of the Lessee's Covenants.

3. Quiet enjoyment

Except as provided in the Lease and subject to the performance and observance of the Lessee's Covenants, the Lessee may quietly hold and enjoy the Leased Area during the Term without any

interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

4. Rent and other payments

4.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 5** of the Schedule on and from the Commencement Date clear of any deductions.

4.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Leased Area:
 - (a) services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee;
 - (d) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Leased Area.
- (2) If the Leased Area is not separately charged or assessed the Lessee will pay to the Lessor a proportionate part of any charges or assessments referred to in **clause 4.2(1)** being the proportion that the Leased Area bears to the total area of the land or Leased Area included in the charge or assessment.

4.3 Interest

Without affecting the rights, power and remedies of the Lessor under this Lease, the Lessee covenants to pay to the Lessor interest on demand on any Amounts Payable which are unpaid for thirty (30) days computed from the due date for payment until payment is made and any interest payable under this paragraph will be charged at the Interest Rate.

4.4 Costs

- (1) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and

- (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 4.4** or any matter arising out of this Lease.

4.5 Payment of Money

Amounts Payable to the Lessor under this Lease must be paid to the Lessor at the address of the Lessor referred to in this Lease or as otherwise directed by the Lessor by Notice from time to time.

4.6 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

5. Insurance

5.1 Public Liability Insurance

The Lessee must effect and maintain with insurers approved by the Lessor in the joint names of the Lessor and the Lessee for their respective rights and interests in the Leased Area for the time being adequate public liability insurance for a sum not less than the sum of not less than twenty million dollars (\$20,000,000) in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

5.2 Contents Insurance

The Lessee shall effect and maintain insurance to cover the Lessee's fixtures, fittings, equipment and stock against loss or damage by fire, fusion, smoke, lightning, flood, storm, tempest, earthquake, sprinkler leakage, water damage and other usual risks against which a Lessee can and does ordinarily insure in their full replacement value, and loss from theft or burglary.

5.3 Building Insurance

The Lessee must effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of any building(s) constructed on the Leased Area against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.

5.4 Details and receipts

In respect of the insurances required to be obtained by the Lessee pursuant to this **clause 5** the Lessee must:

- (a) on demand supply to the Lessor details of the insurances and give to the Lessor, annually, copies of the certificates of currency in relation to those insurances;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (a) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (b) when a policy of insurance is cancelled.

5.5 Not to invalidate

The Lessee must not do or omit to do any act or thing or bring or keep anything on the Leased Area which might:

- (a) render any insurance effected under this clause, or any insurances on adjoining Leased Area, void or voidable; or
- (b) cause the rate of a premium for such to be increased for the Leased Area or any adjoining premises (except insofar as an approved development may lead to an increased premium).

5.6 Report

The Lessee must report to the Lessor promptly in writing, and in addition verbally in an emergency:

- (a) any damage to the Leased Area of which it is aware; and
- (b) any circumstances of which it is aware and which are likely to be a danger or cause any damage or danger to the Leased Area or to any person in or on the Leased Area.

5.7 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by this clause.

5.8 Lessor as attorney

The Lessee irrevocably appoints the Lessor as the Lessee's attorney during the Term:

- (a) in respect to all matters and questions which may arise in relation to any insurances required by this clause;
- (b) with full power to demand, sue for and recover and receive from any insurance company or society or person liable to pay the insurance money as are payable for the risks covered by the insurances required by this clause;
- (c) to give good and effectual receipts and discharges for the insurance; and
- (d) to settle, adjust, arbitrate and compromise all claims and demands and generally to exercise all powers of absolute owner.

5.9 Lessee's equipment and possessions

The Lessee acknowledges it is responsible to obtain all relevant insurances to cover any damage and/or theft to its property. The Lessor does not take any responsibility for the loss or damage of the Lessee's property.

6. Indemnity

6.1 Lessee responsibilities

- (1) The Lessee is subject to the same responsibilities relating to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner and occupier of the freehold of the Leased Area.
- (2) The Lessee is responsible and liable for all acts or omissions of the Lessee's Agents on the Leased Area and for any breach by them of any covenants or terms in this Lease required to be performed or complied with by the Lessee.

6.2 Indemnity

The Lessee indemnifies, and shall keep indemnified, the Lessor from and against all actions, claims, costs, proceedings, suits and demands whatsoever which may at any time be incurred or suffered by the Lessor, or brought, maintained or made against the Lessor, in respect of:

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,
caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:
 - (d) the use or occupation of the Leased Area by the Lessee or the Lessee's Agents;
 - (e) any work carried out by or on behalf of the Lessee on the Leased Area;
 - (f) the Lessee's activities, operations or business on, or other use of any kind of, the Leased Area;
 - (g) the presence of any Contamination, Pollution or Environmental Harm in on or under the Leased Area or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
 - (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
 - (i) an act or omission of the Lessee.

6.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 6.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

6.4 No indemnity for Lessor's negligence

The parties agree that nothing in this clause shall require the Lessee to indemnify the Lessor, its officers, servants, or agents against any loss, damage, expense, action or claim to the extent it is directly caused by a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

6.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Leased Area at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor from:
 - (a) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Leased Area or arising from the Lessee's use or occupation of the Leased Area by the Lessee;
 - (b) loss of or damage to the Leased Area or personal property of the Lessee; and
 - (c) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Contamination, Pollution or Environmental Harm in, on or under the Leased Area or surrounding area

except to the extent that such loss or damage is directly caused by a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

(2) The release by the Lessee continues after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

6.6 Limit of Lessor's liability

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the registered proprietor of the Leased Area.
- (2) The Lessor will not be liable for loss, damage or injury to any person or property in or about the Leased Area however occurring and the Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control, except to the extent that any loss, damage or injury or failure to perform and observe any of the Lessor's Covenants is caused or contributed to by the negligent or wrongful act or omission of the Lessor or its servants, agents, contractors or invitees
- (3) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

7. Maintenance, Repair and Cleaning

7.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Leased Area to maintain, replace, repair, clean and keep the Leased Area clean and in Good Repair.

- (2) The Lessee acknowledges and agrees that the Lessor has no obligation to repair or maintain the Leased Area, including without limitation structural repair or maintenance.

7.2 Cleaning

The Lessee must at all times keep and maintain the Leased Area in a clean and tidy state, free from refuse, rubbish, garbage and litter during the Term.

7.3 Repair damage

- (1) The Lessee must promptly repair, rehabilitate and make good at its own expense and to the satisfaction of the Lessor, any damage to the Leased Area including but not limited to pollution or contamination of the Leased Area caused by or arising out of or in relation to or incidental to the use of the Leased Area by the Lessee or Lessee's Agents or resulting from an act or omission of the Lessee or the Lessee's Agents.
- (2) In the instance the Lessor repairs, rehabilitates or makes good any damage to the Leased Area, the Lessee must pay to the Lessor the cost of such repair, rehabilitation or making good within seven (7) days of receipt of a written demand for such payment by the Lessor.

7.4 Pest control

The Lessee must keep the Leased Area free of any vermin or any other recognised pests and the cost of extermination will be borne by the Lessee.

7.5 Licensed Trades

In discharging the obligations imposed on the Lessee under this **clause 7**, the Lessee shall when maintaining, replacing, repairing or cleaning any:

- (a) electrical fittings and fixtures;
- (b) plumbing;
- (c) air conditioning fittings and fixtures; and
- (d) gas fittings and fixtures

in or on the Leased Area, use only licensed trades persons, or such trades persons as may be prior approved by the Lessor, which approval shall not be unreasonably withheld.

7.6 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Leased Area.

7.7 Responsibility for Securing the Leased Area

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

7.8 Maintain surroundings

- (1) The Lessee must regularly inspect and maintain in good condition any part of the Leased Area, which surrounds any buildings including, but not limited to any flora, gardens lawns, shrubs, hedges and trees.

- (2) The Lessee must comply with and implement any landscaping, reticulation and similar plans approved by the Lessor (in its capacity as responsible local authority) pursuant to any condition or conditions of development approval for the Leased Area.
- (3) The Lessee must care for such trees on the Leased Area as the Lessor may from time to time reasonably require.
- (4) Unless permitted to do so under a development approval, 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.

7.9 Acknowledgement of state of repair of Leased Area

The Lessee acknowledges that it has inspected the Leased Area prior to the execution of this Lease and enters into the Lease with full knowledge of the state of repair of the Leased Area.

8. Alterations

8.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a) from the Lessor;
 - (b) from any other person from whom consent is required under this Lease;
 - (c) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a town planning scheme of the Lessee;
- (b) install any new signage;
- (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Leased Area;
- (d) remove alter or add to any fixtures, fittings or facilities in or on the Leased Area; or
- (e) subject to the performance of the Lessee's obligations in **clause 7.8**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Leased Area.

8.2 Consent

If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 8.1** the Lessor may:

- (a) consent subject to conditions; and
 - (a) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
 - (b) require that work be carried out in accordance with the Building Code of Australia; and
 - (c) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in **clause 8.1**:

- (a) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
- (b) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

8.3 Cost of Works

All works undertaken under this clause will be carried out at the Lessee's expense.

8.4 Conditions

If any of the consents given by the Lessor or other persons whose consent is required under this Lease or at law require other works to be done by the Lessee as a condition of giving consent, then the Lessee must at the option of the Lessor either:

- (a) carry out those other works at the Lessee's expense; or
 - (b) permit the Lessor to carry out those other works at the Lessee's expense,
- in accordance with the Lessor's requirements.

9. Use

9.1 Restrictions on use

The Lessee must not and must not suffer or permit a person to:

- (a) (a) use the Leased Area or any part of it for any purpose other than the Permitted Purpose; or
- (b) use the Leased Area for any purpose which is not permitted under any town planning scheme or any law relating to health;
- (b) do or carry out on the Leased Area any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Leased Area any thing which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous compound or substance on or in the Leased Area including but not limited to any inflammable fluids, acids or other hazardous materials;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Leased Area;
- (f) allow accumulation of dirt and rubbish on the Leased Area or fail to store and keep all trade waste and garbage in proper receptacles;
- (g) alter locks, copy keys or install additional locks without the prior written consent of the Lessor;
- (h) smoke in or on the Leased Area;
- (i) display from or affix any signs, notices or advertisements on the Leased Area without the prior written consent of the Lessor;

- (j) to use or allow the Leased Area to be used for the consumption of alcohol without first obtaining the written consent of the Lessor; or
- (k) use the Leased Area as the residence or sleeping place of any person or for auction sales.

9.2 No nuisance

The Lessee acknowledges and agrees with the Lessor that it shall:

- (a) not do or leave undone or suffer to be done or left undone any act, matter or thing whereby a nuisance or anything in the nature of which may be deemed to be a nuisance may exist or arise or continue upon or in connection with the Leased Area or the use thereof and to forthwith promptly abate any such nuisance or alleged nuisance.
- (b) pay to the Lessor on demand all sums of money which the Lessor may at any time and from time to time hereafter pay or expend to be called upon to repay in connection with performing, discharging or executing any requisitions or works or abating any nuisance or alleged nuisance referred to in **clause 9.2(a)** and which contrary to the agreement therein contained the Lessee neglects or fails to perform, discharge or execute.

9.3 No warranty

The Lessor gives no warranty:

- (a) as to the use to which the Leased Area may be put; or
- (b) that the Lessor will issue any consents, approvals, authorities, permits or licences required by the Lessee under any statute for its use of the Leased Area.

9.4 Leased Area subject to restriction

The Lessee accepts the Leased Area for the Term, subject to any existing prohibition or restriction on the use of the Leased Area.

9.5 Indemnity for costs

The Lessee indemnifies the Lessor against any claims or demands for all costs, on a solicitor client basis, incurred by the Lessor by reason of any claim in relation to any matters set out in this clause.

10. Lessor's right of entry

10.1 Entry on Reasonable Notice

The Lessee must permit entry by the Lessor onto the Leased Area without notice in the case of an emergency, and otherwise upon reasonable notice:

- (a) (a) at all reasonable times;
- (b) (b) with or without workmen and others; and
- (c) (c) with or without plant, equipment, machinery and materials;
- (b) (b) for each of the following purposes:
 - (a) (a) to inspect the state of repair of the Leased Area and to ensure compliance with the terms of this Lease;

- (b) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
- (c) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Leased Area for which the Lessor is liable; and
- (d) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.

10.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **clause 10.1(b)(d)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

11. Statutory Obligations and Notices

11.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes and local laws from time to time in force relating to the Leased Area, including without limitation all relevant laws relating to occupational health and safety and the health and safety of all persons entering upon the Leased Area;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Leased Area;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Leased Area; and
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Leased Area or to the business the Lessee carries on at the Leased Area.

11.2 Safety & Testing Obligations

- (1) The Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that the Leased Area, and any fixtures or fittings located on the Leased Area, are regularly tested, maintained and inspected to ensure that the Leased Area and such fixtures and fittings comply with all statutory requirements and are safe for use.
- (2) To comply with its obligation pursuant to **clause 11.2(1)** above, the Lessee acknowledges that it will be required to, amongst other things, comply with the requirements of the *Occupational Safety and Health Act 1984*, including without limitation the requirement for all portable plug-in electrical equipment and residual current devices to be safe and appropriately inspected, tested and maintained by a competent person.

- (3) Notwithstanding **clause 11.2(1)** above, the parties acknowledge that the Lessor will be required to:
- (a) comply with all relevant requirements of the Department of Fire & Emergency Services (**DFES**), including without limitation the requirement to ensure that all fire protection and firefighting equipment located, or installed at or on the Leased Area, is tested regularly for compliance with Australian Standards and DFES's requirements; and
 - (b) ensure that the emergency/exit lighting systems on the Leased Area (if applicable) are adequately maintained in accordance with the requirements of the Building Code of Australia and relevant Australian Standards.

11.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 11.1 and 11.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 11.1 and 11.2**.

11.4 No Fetter

Notwithstanding any other provision of this Lease, the Parties acknowledge that the Lessor is a local government established by the *Local Government Act 1995*, and in that capacity, the Lessor may be obliged to determine applications for consents, approvals, authorities, licences and permits having regard to any written law governing such applications including matters required to be taken into consideration and formal processes to be undertaken, and the Lessor shall not be taken to be in default under this Lease by performing its statutory obligations or exercising its statutory discretions, nor shall any provision of this Lease fetter the Lessor in performing its statutory obligations or exercising any discretion.

12. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Leased Area which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Leased Area of which it becomes aware, which might reasonably be expected to cause, in or on the Leased Area, pollution of the environment; and
- (c) all notices, orders and summonses received by the Lessee and which affect the Leased Area and immediately deliver them to the Lessor.

13. Alcohol

13.1 Consumption of alcohol

The Lessee covenants and agrees:

- (a) not to use or allow the Leased Area to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor, and the Lessor shall determine any such application in its absolute discretion; and

- (b) that it shall not make an application for a licence or permit under the *Liquor Control Act 1988* for the Leased Area or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

13.2 Liquor licence

The Lessee covenants and agrees that if a licence or permit is granted under the *Liquor Control Act 1988* for the Leased Area it must:

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Leased Area **clause 8** shall apply;
- (b) comply with the requirements of the Harm Minimisation Policy (as amended from time to time) of the Department of Racing, Gaming & Liquor, which will require, without limitation the following:
 - (a) the development and implementation of a House Management Policy and Code of Conduct (as defined by the Harm Minimisation Policy) for the Leased Area, and such policies must be displayed in a prominent position on the Leased Area at all times; and
 - (b) the development and implementation of a Management Plan (as defined by the Harm Minimisation Policy) for the Leased Area.
- (c) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit, including without limitation a copy of the House Management Policy, Code of Conduct and Management Plan (as defined by the Harm Minimisation Policy)) to the Lessor as soon as practicable after the date of grant; and
- (d) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988*, *Health (Food Hygiene) Regulations 1993*, *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Leased Area.

14. Default

14.1 Events of Default

A default occurs if:

- (a) any Amounts Payable remain unpaid for fourteen (14) days after a due date for their payment;
- (b) the Lessee is in breach of any of the Lessee's Covenants for thirty (30) days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (c) the association is wound up whether voluntarily or otherwise;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Leased Area on the Lessee's property;
- (f) the Leased Area are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the permitted purpose for six month period;
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Leased Area or in receipt of a rent and profits.

14.2 Forfeiture

On the occurrence of any of the events of default specified in **clause 14.1** the Lessor may:

- (a) without notice or demand at any time enter the Leased Area and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Leased Area from the Lessor as a tenant from month to month under **clause 17**,

but without affecting the right of action or other remedy which the Lessor has in respect of any other breach by the Lessee of the Lessee's Covenants or releasing the Lessee from liability in respect of the Lessee's Covenants.

14.3 Lessor may remedy breach

If the Lessee:

- (a) fails or neglects to pay the Amounts Payable by the Lessee under this Lease; or
- (b) does or fails to do anything which constitutes a breach of the Lessee's Covenants,

then, after the Lessor has given to the Lessee notice of the breach and the Lessee has failed to rectify the breach within a reasonable time, the Lessor may without affecting any right, remedy or power arising from that default pay the money due or do or cease the doing of the breach as if it were the Lessee and the Lessee must pay to the Lessor on demand the Lessor's cost and expenses of remedying each breach or default.

14.4 Acceptance of Amount Payable By Lessor

Demand for or acceptance of the Amounts Payable by the Lessor after an event of default has occurred will not affect the exercise by the Lessor of the rights and powers conferred on the Lessor by the terms of the Lease or at law and will not operate as an election by the Lessor to exercise or not to exercise any right or power.

14.5 Essential Terms

Each of the Lessee's Covenants in **clauses 4** (Rent and Other Payments), **5** (Insurance), **6** (Indemnity), **7** (Maintenance, Repair and Cleaning), **9** (Use) and **19.1** (Assignment, Subletting and Charging) are essential terms of this Lease but this clause **14.5** does not mean or imply that there are no other essential terms in this Lease.

14.6 Breach of Essential Terms

If the Lessee breaches an essential term of this Lease then, in addition to any other remedy or entitlement of the Lessor:

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and

- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (a) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (b) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

the Lessee must pay to the Lessor on demand the total of the Amounts Payable under this Lease which would have been payable by the Lessee for the unexpired balance of the Term as if the Term had expired by effluxion of time together with the losses incurred or reasonably expected to be incurred by the Lessor as a result of the early determination including but not limited to the costs of re-letting or attempting to re-let the Leased Area;

- (d) the Lessee agrees that the covenant set out in this **clause 14.6(c)** will survive termination or any deemed surrender at law of the estate granted by this Lease;
- (e) the Lessee may deduct from the amounts referred to at **clause 14.6(c)** the Rent and other money which the Lessor reasonably expects to obtain by re-letting the Leased Area between the date of Termination and the date on which the Term would have expired by effluxion of time; and
- (f) the Lessor must take reasonable steps to mitigate its losses and endeavour to re-let the Leased Area at a reasonable rent and on reasonable terms but the Lessor is not required to offer or accept rent or terms which are the same or similar to the rent or terms contained or implied in this Lease.

15. Damage or Destruction of Leased Area

15.1 Abatement of Rent

If the Leased Area are at any time during the Term, without neglect or default of the Lessee, destroyed or damaged by fire or other risk covered by insurance so as to render the same unfit for the occupation and use of the Lessee, then the Rent or a proportionate part thereof (according to the nature and extent of the damage) shall abate until the Leased Area have been rebuilt or made fit for the occupation and use of the Lessee, and in case of any dispute arising under this provision the same will be referred to arbitration under the provisions of the *Commercial Arbitration Act 2012* and the full Rent must be paid without any deduction or abatement until the date of the arbitrator's award whereupon the Lessor will refund to the Lessee any Rent which according to the aware appears to have been overpaid.

15.2 Total damage or destruction

If the Leased Area are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee either Party may be notice in writing to the other of them given within sixty (60) days after the event elect to cancel and terminate this lease. The term will terminate upon such notice being given and the Lessee must vacate the Leased Area and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

15.3 Reinstatement

- (1) If the Leased Area are at any time during the Term destroyed or damaged to an extent as to be wholly unfit for the occupation and use of the Lessee, the Lessor shall not be responsible for reinstatement of the Leased Area.
- (2) If reinstatement of the Leased Area does not commence within three (3) months or has not been completed within six (6) months, either Party may elect to either party may elect to cancel by

notice in writing to the other within sixty (60) days after the event and terminate this lease. The Term will terminate upon such notice being given and the Lessee must vacate the Leased Area and surrender the Leased Area to the Lessor, and such termination will be without prejudice to the Lessee up to the date of termination.

16. Option to renew

If the Lessee at least three (3) months, but not earlier than six (6) months, prior to the date for commencement of the Further Term gives the Lessor a Notice to grant the Further Term and:

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in :
 - (a) the payment of Amounts Payable; or
 - (b) the performance or observance of the Lessee's Covenants,

the Lessor will grant to the Lessee a lease for the Further Term at the Rent and on the same terms and conditions other than this clause in respect of any Further Terms previously taken or the subject of the present exercise and on such other terms and conditions as the Lessor may consider appropriate.

17. Holding over

- (1) If the Lessee remains in possession of the Leased Area after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Leased Area as a monthly tenant.
- (2) In the event the Lessee is permitted to hold over the Leased Area pursuant to **clause 17.1** the Lessee is obliged during any holding over period to pay any Amounts Payable under this Lease as if the holding over was included in the Term.
- (3) Either the Lessor or the Lessee may give Notice to the other, at any time, to terminate the monthly tenancy and termination will take effect one (1) month after the date of Service of that Notice.

18. Obligation on Termination

18.1 Yielding up

On the expiration of the Term or within one (1) month after the earlier determination of this Lease, the Lessee must:

- (a) surrender peaceably and yield up the Leased Area to the Lessor:
 - (a) clean;
 - (b) free from rubbish, debris and other material; and
 - (c) in a state of repair and condition,

consistent with the performance by the Lessee of the Lessee's Obligations, fair wear and tear excluded, under this Lease and give to the Lessor all keys and security devices and

combinations for locks providing access to or within the Leased Area held by the Lessee whether or not provided by the Lessor;

- (b) remove all property of the Lessee including the Lessee's signs, fittings, plant, equipment and other articles upon the Leased Area in the nature of trade or tenant's fixtures brought upon the Leased Area by the Lessee (except for any fixtures, fittings or any other property which are an integral part of or relate to services on the Leased Area, unless otherwise required by the Lessor) (**Lessee's Property**); and
- (c) promptly make good to the reasonable satisfaction of the Lessor any damage caused by the removal of the Lessee's Property in accordance with **clause 18.1(b)**.

18.2 Lessor can remove Lessee's property on re-Entry

- (a) On re-entry the Lessor will have the right to remove from the Leased Area the Lessee's Property (remaining on the Leased Area or Land) and the Lessee indemnifies the Lessor against all damage caused by the removal of and the cost of storing the Lessee's Property.
- (b) The Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a Notice (**Abandonment Notice**) requiring the Lessee to remove all Lessee's Property not previously removed by the Lessee in accordance with the requirement of this clause (**Remaining Items**).
- (c) On the Lessee's receipt of an Abandonment Notice, the Lessee shall have SEVEN (7) days within which to remove all Remaining Items and failing removal within that SEVEN (7) day period, all Remaining Items still on the Land or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor or disposed of at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable.

18.3 Obligations to continue

The Parties' rights and obligations under this **clause 18** will continue, notwithstanding the Termination of this Lease.

19. Assignment, sub-letting and charging

19.1 No Assignment

The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, mortgage, charge, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease.

19.2 No Subletting without the Lessor's consent

The Lessee must not sublet the Leased Area, without the prior written consent of the Lessor which may be withheld in the Lessor's absolute discretion or may be subject to any conditions the Lessor's deems appropriate.

19.3 Property Law Act 1969

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

19.4 No mortgage or charge

The Lessee must not mortgage nor charge the Land.

20. Provision of information

20.1 Provision of information

The Lessee agrees to provide to the Lessor:

- (a) a copy of the Lessee's audited annual statement of accounts for each year;
- (b) advice of any changes in its office holders during the Term; and
- (c) any other information on the Lessee reasonably required by the Lessor

21. Disputes

- (1) Until the Parties have complied with this **clause 21**, a Party must not commence any action, bring any proceedings or seek any relief or remedy in a court, except seeking interlocutory or equitable relief from a court.
- (2) Subject to **clause 21(6)**, where any dispute arises between the Parties under or in association with this Lease (**Dispute**), a Party may give notice in writing of the dispute to the other Party's representative setting out the material particulars of the Dispute (**Dispute Notice**). Within ten (10) days of receipt of the Dispute Notice, the appointed representative from each Party shall convene a meeting and act in good faith to try to resolve the dispute quickly.
- (3) If the Parties have not:
 - (a) resolved the Dispute; or
 - (b) agreed to an alternative method of resolving the Dispute,within fourteen (14) days after the Dispute meeting referred to in **clause 21(2)**, either Party may submit the Dispute to mediation.
- (4) If the Dispute is submitted to mediation and the Parties do not, within fourteen (14) days (or any longer period the Parties agree) thereafter, agree on:
 - (a) a mediator and the mediator's compensation;
 - (b) the procedure for the mediation; or
 - (c) the timetable of each step of the procedure,the mediation will be conducted in accordance with the Australian Commercial Dispute Centre's Mediation Guidelines in force at the time that the dispute is referred.
- (5) If a dispute is not resolved within thirty (30) days after the Dispute Notice or, where a Party has submitted the Dispute to mediation, sixty (60) days after the Dispute Notice (or any longer period the Parties agree), either Party who has complied with this **clause 21** may end this dispute resolution process and commence court proceedings in relation to the Dispute.
- (6) The Parties acknowledge and agree that this **clause 21** does not affect the Lessor's rights under **clause 14** and is not applicable to an event of default by the Lessee.

22. Caveat

The Lessee nor any person on behalf of the Lessee must not lodge any absolute caveat at Landgate against the certificate of title to the Leased Area.

23. Notice

23.1 Form of delivery

A Notice to a Party must be in writing and may be given or made:

- (a) by delivery to the Party personally; or
- (b) by addressing it to the Party and leaving it at or posting it by registered post to the address of the Party appearing in this Lease or any other address nominated by a Party by Notice to the other.

23.2 Service of notice

A Notice to a Party is deemed to be given or made:

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 23.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and
- (c) if by post to an address specified in **clause 23.1(b)**, on the fourth business day following the date of posting of the Notice.

23.3 Signing of notice

A Notice to a Party may be signed:

- (a) if given by an individual, by the person giving the Notice;
- (b) if given by a corporation, by a director, secretary or manager of that corporation;
- (c) if given by a local government, by the CEO;
- (d) if given by an association incorporated under the *Associations Incorporation Act 2015*, by any person authorised to do so by the board or committee of management of the association; or
- (e) by a solicitor or other agent of the individual, corporation, local government or association giving the Notice.

24. General Provisions

24.1 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

- (a) if the Lessor consents to any matter referred to in this Lease, the Lessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Lessor consents to any matter referred to in this Lease, the Lessee must, to the reasonable satisfaction of the Lessor, comply with any condition imposed by the Lessor.

24.2 Acts by agents

All acts and things which the Lessor is required to do under this Lease may be done by the Lessor, the CEO, an officer or the agent, solicitor, contractor or employee of the Lessor.

24.3 Statutory powers

The powers conferred on the Lessor by or under any statutes for the time being in force are, except to the extent that they are inconsistent with the terms and provisions expressed in this Lease, in addition to the powers conferred on the Lessor in this Lease.

24.4 Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

24.5 Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

24.6 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

24.7 Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

24.8 Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

24.9 Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

25. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 8** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **Item 8** of the Schedule and the remaining provisions of this Lease, the provisions of **Item 8** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land and Leased Area

Land

Lot 9000 on Deposited Plan 37153 being the whole of the land comprised in Certificate of Title Volume 2548 Folio 705 and commonly known as the “Old Wandering Gravel Pit”.

Leased Area

That portion of the Land shown outlined in pink on the sketch annexed hereto as **Annexure 1**, comprising of approximately 2.2923 square metres.

Item 2 Term

Ten (10) years commencing on the Commencement Date and expiring on 20 December 2030.

Item 3 Further Term

Ten (10) years commencing on 21 December 2030 and expiring on 20 December 2040.

Item 4 Commencement Date

21 December 2020

Item 5 Rent

\$1 (including GST) per annum payable on each anniversary of the Commencement Date.

Item 6 Permitted Purpose

Sports and Recreation

Item 7 Permitted Hours of Use

Between the hours of 8am and 7pm on nine (9) days of each year of the Term and an additional two days per event for event preparation and closure.

Item 8 Additional Terms, Covenants and Conditions

Nil.

Signing page

EXECUTED by the parties as a Deed

2020

THE COMMON SEAL of the SHIRE OF WANDERING is affixed in the presence of :

Chief Executive Officer

(Print full name)

Shire President

(Print full name)

THE COMMON SEAL of WESTERN AUSTRALIAN MOWER RACING ASSOCIATION was hereunto affixed pursuant to the constitution of the Western Australian Mower Racing Association in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Western Australian Mower Racing Association indicated under his or her name-

Office Holder Sign

Office Holder Sign

Name:

Name:

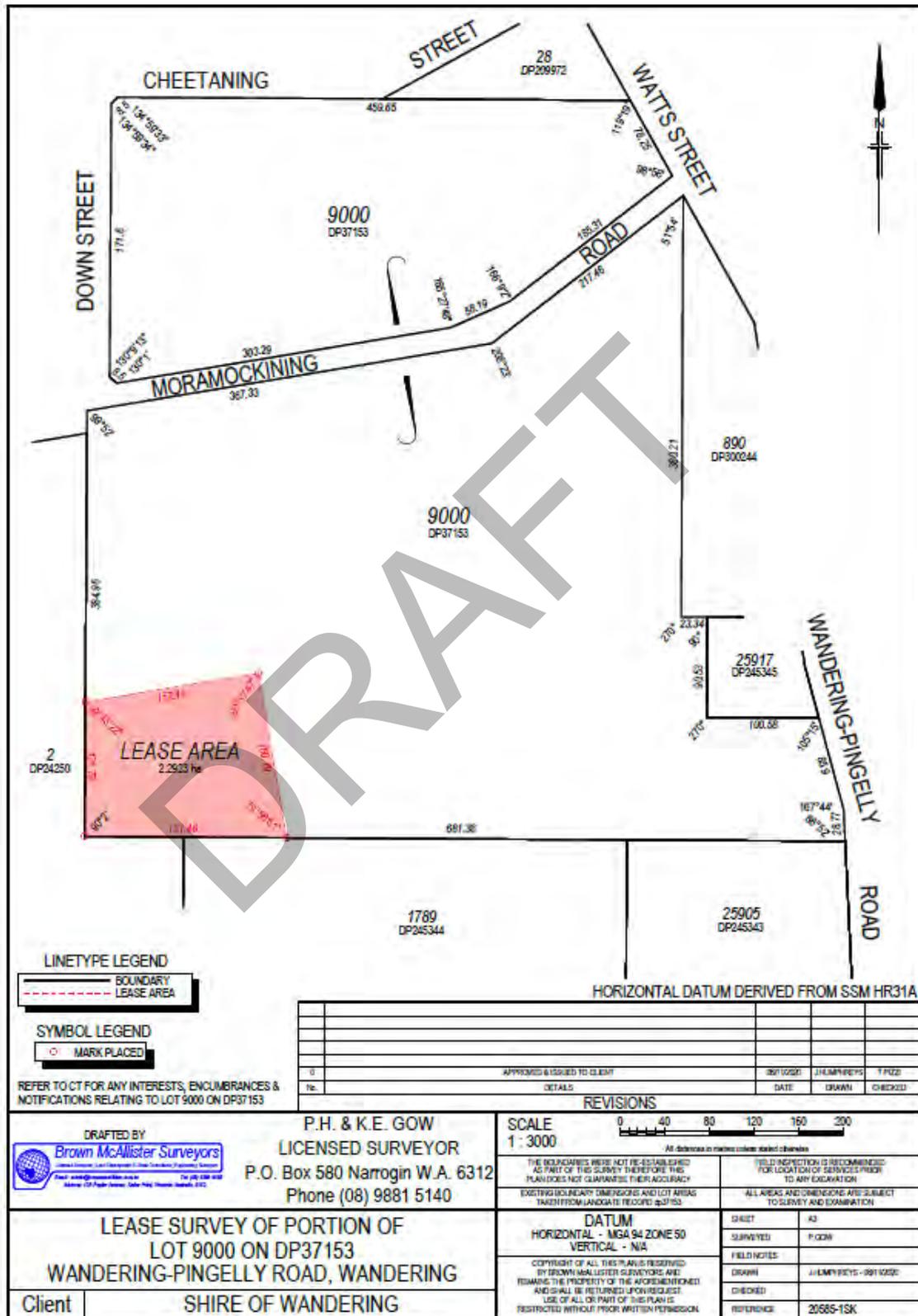
Address:

Address:

Office Held:

Office Held:

Annexure 1 - Sketch of Leased Area



12. COUNCILLOR'S REPORTS ON MEETINGS ATTENDED**12.1.COUNCILLOR'S MEETINGS ATTENDED FOR THE PERIOD – 16/10/2020 - 12/11/2020****13. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN**

Nil

14. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING**14.1.COUNCILLORS AND /OR OFFICERS****15. CONFIDENTIAL ITEMS****15.1. ITEM FOR DISCUSSION**

Proponent	Shire of Wandering
Owner	Shire President
Location/Address	22 Watts Street Wandering
Author of Report	Barry Gibbs, Acting CEO
Date of Meeting	19/11/2020
Previous Reports	Nil
Disclosure of any Interest	Nil
File Reference	14.145.14514
Attachments	Nil

16. INFORMATION ITEMS**16.1.SCHEDULE OF ACCOUNTS PAID FOR THE PERIOD – 01/10/2020 – 31/10/2020**

Proponent	Internal Report
Location/Address	
Author of Report	Sophie Marinoni, Finance Officer
Date of Meeting	19/11/2020
Disclosure of any Interest	Nil
File Reference	10.1.6
Attachments	List of Accounts Due & Submitted to Council

BRIEF SUMMARY

To ratify payments made during the month of October 2020.

BACKGROUND

The listing of payments for the month of October 2020 through the Municipal and Trust accounts are attached.

STATUTORY/LEGAL IMPLICATIONS

Local Government (Financial Management) Regulations 1996 – r12 & r13

POLICY IMPLICATIONS

Policy 12 – Purchasing and Tenders

Policy 40 – Payment for Goods and Services

FINANCIAL IMPLICATIONS

Shire of Wandering

CERTIFICATE OF EXPENDITURE
October 2020



This Schedule of Accounts to be passed for payment, covering

Payment Method	Cheque/EFT/DD Number	Amount
Trust Account		Nil
Municipal Fund:		
Electronic Funds Transfers	EFT6004 – EFT6065	\$130,640.27
Municipal Account		
Direct Debits	DD3507.1 – DD3522.3	\$13,742.81
	TOTAL	\$144,383.08

to the Municipal and Trust Accounts, totalling \$144,383.08 which were submitted to each member of the Council on 19th November 2020, have been checked and fully supported by vouchers and invoices which are submitted herewith and which have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations, and costing's and the amounts shown are due for payment.

Belinda Knight

CHIEF EXECUTIVE OFFICER

STRATEGIC IMPLICATIONS

IMPROVE OUR FINANCIAL POSITION

Our Goals	Our Strategies
The Wandering Shire is financially sustainable	Improve accountability and transparency Prudently manage our financial resources to ensure value for money

OFFICER'S RECOMMENDATION – ITEM 16.1– SCHEDULE OF ACCOUNTS PAID FOR PERIOD 01/10/2020 – 31/10/2020

That Council in accordance with r12 and r13 of the *Local Government (Financial Management) Regulations 1996* receives the schedule of accounts for payment as presented.

Chq/EFT	Date	Name	Description	Invoice Amount	Payment Amount
EFT6004	02/10/20	Australian Communications & Media Authority			-\$ 45.00
	23/09/20		Licence renewal <i>Broadcasting retransmission</i>	\$ 45.00	
EFT6005	02/10/20	Benara Nurseries			-\$ 127.85
	26/09/20		Gardening supplies <i>Powerfeed, Landscape formula</i>	\$ 127.85	
EFT6006	02/10/20	Best Office Systems			-\$ 546.22
	25/09/20		Copier Contract - Shire <i>B&W copies, Colour copies</i>	\$ 546.22	
EFT6007	02/10/20	Blackwoods			-\$ 241.00
	21/09/20		Tools <i>Block lever</i>	\$ 241.00	
EFT6008	02/10/20	Boddington Hardware & Newsagency			-\$ 979.85
	22/09/20		Depot tools <i>Power saw</i>	\$ 275.66	
	22/09/20		Depot supplies <i>Glyphosate, Soil wetter, Bow saw, Cable ties, Tech screws, Brass garden tap, Cable ties, Cable ties</i>	\$ 526.40	
	22/09/20		Cemetery materials <i>Decking oil, Paint bushes</i>	\$ 85.99	
	22/09/20		CRC materials <i>Mouse baits</i>	\$ 14.40	
	29/09/20		Cemetery materials <i>Decking oil</i>	\$ 77.40	
EFT6009	02/10/20	Brookton Plumbing			-\$ 940.00
	24/09/20		Pump out dump point - Caravan Park <i>Labour, Tracking form, Dumping fees, Travel</i>	\$ 940.00	
EFT6010	02/10/20	Corsign WA			-\$ 2,902.90
	16/09/20		Sign <i>"Emergency Access Only"</i>	\$ 325.60	
	18/09/20		Guide posts <i>Arc brackets, L clamp, Bracket, Posts with caps, Galvanized post</i>	\$ 2,049.30	

Chq/EFT	Date	Name	Description	Invoice Amount	Payment Amount
	18/09/20		Signs "Burning Off", "Bush Fire", "Smoke Hazard", Fire symbol	\$ 528.00	
EFT6011	02/10/20	Engtech			-\$ 4,620.00
	15/09/20		Update Emergency Responce Plan <i>Labour</i>	\$ 4,620.00	
EFT6012	02/10/20	Environmental Machinery Group			-\$ 733.70
	24/09/20		Plant parts - WD.141 <i>Mulcher belt</i>	\$ 733.70	
EFT6013	02/10/20	Fremantle Enzed			-\$ 142.05
	30/09/20		Plant parts - WD.1827 <i>Hydraulic hose</i>	\$ 142.05	
EFT6014	02/10/20	Hotham Mechanical			-\$ 1,321.35
	02/07/20		Insurance excess - WD.821 <i>Claim no 6037389</i>	\$ 300.00	
	28/08/20		Vehicle service - WD.480 <i>Labour, Parts, Consumables</i>	\$ 377.85	
	30/09/20		Plant repairs - Mower <i>Labour, Battery, Tyre, Tyre disposal</i>	\$ 643.50	
EFT6015	02/10/20	JR & A Hersey			-\$ 1,235.30
	09/09/20		Depot tools <i>Clay spade</i>	\$ 165.00	
	11/09/20		PPE - Depot <i>Muff visor kit, Chaps</i>	\$ 679.80	
	11/09/20		PPE - Depot <i>Muff visor kit</i>	\$ 126.50	
	16/09/20		Road materials <i>Red delineator, White delineator</i>	\$ 264.00	
EFT6016	02/10/20	Landgate			-\$ 69.20
	23/09/20		Minimum charge	\$ 69.20	
EFT6017	02/10/20	Major Motors			-\$ 224.33
	29/09/20		Plant parts - WD.422 <i>Coolant</i>	\$ 224.33	
EFT6018	02/10/20	Perfect Computer Solutions			-\$ 382.50
	24/09/20		Monthly IT maintenance <i>Labour</i>	\$ 382.50	
EFT6019	02/10/20	Pingelly Tyre Service			-\$ 175.00
	01/09/20		Tyre - WD.300 <i>Labour, Secondhand tyre</i>	\$ 175.00	
EFT6020	02/10/20	Reinforced Concrete Pipes Australia			-\$11,473.29
	17/09/20		Pipes & fittings <i>300mm pipe, 375mm pipe</i>	\$ 3,240.17	
	17/09/20		Pipes & fittings <i>375mm pipes, 375mm double headwalls</i>	\$ 1,600.17	
	18/09/20		Pipes & fittings <i>375mm headwall, 450mm pipe, Double barrel headwall 450, 600mm pipe</i>	\$ 6,632.95	
EFT6021	02/10/20	Payroll deductions			-\$ 390.00
	30/09/20		Payroll deductions	\$ 390.00	
EFT6022	02/10/20	Payroll deductions			-\$ 50.00
	30/09/20		Payroll deductions	\$ 50.00	
EFT6023	02/10/20	Volt Air			-\$ 2,000.00
	24/09/20		Air conditioner - Admin <i>Supply & instal</i>	\$ 2,000.00	

Chq/EFT	Date	Name	Description	Invoice Amount	Payment Amount
EFT6024	02/10/20	Wandering Brook Estate			-\$ 280.00
	29/09/20		Accommodation Temp staff	\$ 280.00	
EFT6025	02/10/20	Wilgarra Pty Ltd			-\$ 2,936.00
	28/08/20		Gravel supplies Moramockining Rd, O'Connell Rd	\$ 2,936.00	
EFT6026	09/10/20	Australian Taxation Office			-\$12,863.00
	31/08/20		BAS - Aug 20 GST on Sales, Group Tax Clearing, GST on Purchases, Fuel Credits, Rounding	\$12,863.00	
EFT6027	09/10/20	Boral Construction Materials			-\$ 880.00
			Credit Note Quote discrepancy	-\$ 110.00	
	18/09/20		General road maintenance Cold mix	\$ 990.00	
EFT6028	09/10/20	C & D Cutri			-\$ 8,470.00
	02/10/20		Replace wing wall pile Bridge 3067A - Dwarda East Rd	\$ 8,470.00	
EFT6029	09/10/20	Department of Fire & Emergency Services			-\$ 1,008.00
	02/10/20		ESL - 2020/21 13 Dunmall Dr, 5 Dunamml Dr, Admin buidling, CRC, Depot, 14 Down St, 1 Dowsett St, 7 Gnowing St, Refuse site, Caravan park, Fuel facility, Watts St public conveniences	\$ 1,008.00	
EFT6030	09/10/20	Great Southern Fuel Supplies			-\$ 107.76
	30/09/20		Fuel card purchases 0.WD, WD.001	\$ 107.76	
EFT6031	09/10/20	LGISWA	Workcare - Instalment 2		-\$36,384.52
	30/09/20		LGIS Liability Instalment 2	\$ 8,223.05	
	02/10/20		Credit Note Assitance package	-\$4,401.94	
	30/09/20		Workers compensation Instalment 2	\$16,309.97	
	30/09/20		LGIS Property - Instalment 2 13 Dunmall Dr, 19 Humes Wy, 1 Dowsett St, 7 Gnowing St, Refuse site, Watts St public conveniences, Pumphreys Bridge public conveniences, Cemetery, Community Centre, Parks & gardens, Tennis courts, Bowling green, Playgrounds, Skate park, Other, Caravan park, Vintage machinery shed, Other, CRC, Fuel facility, Works, Depot, Admin building	\$16,253.44	
EFT6032	09/10/20	Narrogin Whitford Fertilisers			-\$ 715.00
	01/10/20		Oval turf supplies Turf mix, Fill fee, Bulka bag	\$ 715.00	
EFT6033	09/10/20	Perfect Computer Solutions			-\$ 85.00
	29/09/20		Monthly IT maintenance Monthly fee	\$ 85.00	
EFT6034	09/10/20	Rhonie's Wandering Mop & Bucket			-\$ 5,013.80

Chq/EFT	Date	Name	Description	Invoice Amount	Payment Amount
	02/10/20		Cleaning contract <i>Public conveniences - Watts St, Caravan Park, Administration Office, CRC, Depot, Public conveniences - Codjatotine, Public conveniences - Pumphreys Bridge, Community Centre, Travel, Vacate clean - 1 Dowsett St</i>	\$ 5,013.80	
EFT6035	09/10/20	Steven Tweedie			-\$ 385.00
	06/10/20		Review Governance Framework Policy <i>Labour</i>	\$ 385.00	
EFT6036	16/10/20	BOC			-\$ 78.92
	28/09/20		Container Service <i>Oxygen, Acetylene, Argoshield, Medical Oxygen</i>	\$ 78.92	
EFT6037	16/10/20	Benara Nurseries			-\$ 86.90
	07/09/20		Landscaping supplies <i>Convolvulus Cneorum</i>	\$ 86.90	
EFT6038	16/10/20	Boddington News			-\$ 9.00
	02/10/20		Boddington News <i>Edition 653</i>	\$ 9.00	
EFT6039	16/10/20	Dell Australia			-\$ 5,276.00
	12/10/20		Laptops - Admin <i>Dell Inspiron 15 5000 Notebooks</i>	\$ 5,276.00	
EFT6040	16/10/20	Exurban Rural & Regional Planning			-\$ 402.76
	05/10/20		Stage 2 - Industrial Estate <i>Labour, Printing</i>	\$ 402.76	
EFT6041	16/10/20	Hotham Mechanical			-\$ 41.80
	09/10/20		Tyre - WD.6 <i>Fitting, Disposal</i>	\$ 41.80	
EFT6042	16/10/20	Narrogin Pumps Solar & Spraying			-\$ 2,024.00
	18/08/20		Pump - Depot <i>Honda GX200</i>	\$ 2,024.00	
EFT6043	16/10/20	RK Roach			-\$ 1,540.00
	07/10/20		Cemetery survey - Grave details <i>Labour</i>	\$ 1,540.00	
EFT6044	16/10/20	Scavenger Fire Safety			-\$ 33.00
	07/10/20		Fire safety materials - Caravan park <i>Signs, Freight</i>	\$ 33.00	
EFT6045	16/10/20	Payroll deductions			-\$ 390.00
	14/10/20		Payroll deductions	\$ 390.00	
EFT6046	16/10/20	Payroll deductions			-\$ 50.00
	14/10/20		Payroll deductions	\$ 50.00	
EFT6047	16/10/20	Synergy			-\$ 745.83
	02/10/20		Street lighting <i>Usage</i>	\$ 745.83	
EFT6048	16/10/20	T-Quip			-\$ 1,851.65
	30/09/20		Plant parts <i>Seat, Rear grass basket</i>	\$ 1,851.65	
EFT6049	16/10/20	WALGA			-\$ 40.00
	22/09/20		LG Information Forum - 24/09/20 <i>Belinda Knight</i>	\$ 40.00	
EFT6050	16/10/20	Williams Community Resource Centre			-\$ 754.80

Chq/EFT	Date	Name	Description	Invoice Amount	Payment Amount
	08/10/20		Auschem course <i>Ian Price, Tony Slann, Catering, Manuals</i>	\$ 754.80	
EFT6051	27/10/20	Armadale Mower World & Service Co			-\$ 143.80
	30/09/20		Depot materials <i>Chute discharge, Oil filter</i>	\$ 143.80	
EFT6052	27/10/20	Australian Taxation Office			-\$10,092.00
	30/09/20		BAS - Sep 20 <i>GST on Sales, Group Tax Clearing, GST on Purchases, Fuel Credits, Rounding</i>	\$10,092.00	
EFT6053	27/10/20	Belinda Kaye Knight			-\$ 136.80
	12/10/20		Reimbursement <i>95% - CEO Mobile Phone</i>	\$ 136.80	
EFT6055	27/10/20	Crossman Hot Water & Plumbing			-\$ 1,064.80
	02/10/20		Unblock urinal - Watts St toilets <i>Labour, Materials</i>	\$ 569.80	
	02/10/20		Plumbing repairs - Caravan Park <i>Labour, Materials</i>	\$ 214.50	
	02/10/20		Control valve - Standpipe <i>Supply & install</i>	\$ 280.50	
EFT6056	27/10/20	Forpark Australia			-\$ 103.40
	13/10/20		Playground materials <i>Swing seat</i>	\$ 103.40	
EFT6057	27/10/20	Fremantle Enzed			-\$ 906.14
	25/09/20		Hydraulic hose repair - WD.141 <i>Labour, Parts, Service & travel fee</i>	\$ 601.11	
	02/10/20		Hydraulic hose repair - WD.1827 <i>Parts, Labour, Service & travel fee</i>	\$ 305.03	
EFT6058	27/10/20	Fuel Distributors of WA			-\$ 241.69
	01/10/20		Plant materials <i>Truck wash</i>	\$ 241.69	
EFT6059	27/10/20	Landgate			-\$ 82.22
	01/10/20		Other DLI invoices	\$ 82.22	
EFT6060	27/10/20	Local Government Professionals Australia WA			-\$ 1,672.00
	24/09/20		Refund <i>Lighthouse Grant</i>	\$ 1,672.00	
EFT6061	27/10/20	Perfect Computer Solutions			-\$ 170.00
	15/10/20		Monthly IT maintenance <i>Labour</i>	\$ 170.00	
EFT6062	27/10/20	Resumes WA			-\$ 724.00
	14/10/20		OSH Project Officer (Temp) <i>Labour, Field allowance</i>	\$ 724.00	
EFT6063	27/10/20	The Lock Man Security			-\$ 216.00
	14/10/20		Replace computer room lock <i>Labour</i>	\$ 216.00	
EFT6064	27/10/20	The Workwear Group			-\$ 2,407.14
	22/09/20		PPE - Alister Humes <i>Trousers, Boots, Shirts, Jumper</i>	\$ 361.80	
	22/09/20		PPE - Ian Price <i>Trousers, Boots, Shirt, Jumper</i>	\$ 285.00	
	22/09/20		PPE - Thomas Martin <i>Trousers, Boots, Shirt, Jacket</i>	\$ 362.37	
	22/09/20		PPE - Mark Whitmore <i>Trousers, Boots, Shirt, Jacket</i>	\$ 285.57	

Chq/EFT	Date	Name	Description	Invoice Amount	Payment Amount
	23/09/20		PPE - Jordan Annesley <i>Trousers, Shirt</i>	\$ 76.80	
	23/09/20		PPE - Stephen Bullock <i>Trousers, Shirts, Jumper</i>	\$ 236.40	
	28/09/20		PPE - Chris Annesely <i>Trousers, Shirts</i>	\$ 230.40	
	28/09/20		PPE - Brad Hunt <i>Trousers, Shirts</i>	\$ 248.40	
	29/09/20		PPE - Tony Slann <i>Trousers, Boots, Shirts</i>	\$ 320.40	
EFT6065	27/10/20	Wandering Smash Repairs			-\$ 1,628.00
	09/10/20		Blast & paint watertank frame <i>Labour & materials</i>	\$ 1,628.00	
DD3507.1	14/10/20	WA Super			-\$ 4,334.07
	14/10/20		Payroll deductions	\$ 3,437.56	
	14/10/20		Payroll deductions	\$ 896.51	
DD3507.2	14/10/20	Prime Super			-\$ 373.15
	14/10/20		Payroll deductions	\$ 170.00	
	14/10/20		Payroll deductions	\$ 203.15	
DD3507.3	14/10/20	ANZ OnePath Masterfund			-\$ 385.91
	14/10/20		Payroll deductions	\$ 98.95	
	14/10/20		Payroll deductions	\$ 286.96	
DD3507.4	14/10/20	Colonial First State			-\$ 450.15
	14/10/20		Payroll deductions	\$ 115.42	
	14/10/20		Payroll deductions	\$ 334.73	
DD3507.5	14/10/20	SuperWrap Personal Super Plan			-\$ 89.26
	14/10/20		Payroll deductions	\$ 89.26	
DD3507.6	14/10/20	Australian Super			-\$ 118.30
	14/10/20		Payroll deductions	\$ 118.30	
DD3507.7	14/10/20	MobiSuper			-\$ 259.49
	14/10/20		Payroll deductions	\$ 259.49	
DD3508.1	05/10/20	Telstra			-\$ 1,207.98
	18/09/20		Payroll deductions	\$ 1,207.98	
DD3515.1	28/10/20	WA Super			-\$ 4,497.71
	28/10/20		Payroll deductions	\$ 3,556.50	
	28/10/20		Payroll deductions	\$ 941.21	
DD3515.2	28/10/20	Prime Super			-\$ 429.49
	28/10/20		Payroll deductions	\$ 170.00	
	28/10/20		Payroll deductions	\$ 259.49	
DD3515.3	28/10/20	ANZ OnePath Masterfund			-\$ 428.85
	28/10/20		Payroll deductions	\$ 109.96	
	28/10/20		Payroll deductions	\$ 318.89	
DD3515.4	28/10/20	Colonial First State			-\$ 450.15
	28/10/20		Payroll deductions	\$ 115.42	
	28/10/20		Payroll deductions	\$ 334.73	
DD3515.5	28/10/20	SuperWrap Personal Super Plan			-\$ 89.26
	28/10/20		Payroll deductions	\$ 89.26	
DD3515.6	28/10/20	Australian Super			-\$ 103.51
	28/10/20		Payroll deductions	\$ 103.51	
DD3515.7	28/10/20	MobiSuper			-\$ 252.66
	28/10/20		Payroll deductions	\$ 252.66	
DD3518.1	26/10/20	Telstra			-\$ 59.36
			Tims Messaging	\$ 59.36	
DD3522.1	01/10/20	HICAPS			-\$ 25.00
	30/09/20		Terminal rental fee <i>Consulting Room</i>	\$ 25.00	

Chq/EFT	Date	Name	Description	Invoice Amount	Payment Amount
DD3522.2	20/10/20	ClickSuper			-\$ 4.62
	30/09/20		Transaction fee <i>Sep 2020</i>	\$ 4.62	
DD3522.3	01/10/20	First Data Merchant Solutions			-\$ 183.89
	30/09/20		Merchant Fee <i>Fuel facility</i>	\$ 183.89	
				Total	\$144,383.08

16.2.MONTHLY FINANCIAL REPORTS – FOR THE PERIOD - 01/07/2020 – 31/10/2020

No report presented due to CEO being away on extended sick leave.

17. CLOSURE OF MEETING