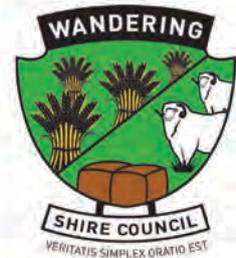


# SHIRE OF WANDERING

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

## Minutes 19 November 2020

*These Minutes of the meeting held 19 November 2020 are confirmed as a true and correct record of proceedings without amendment. Confirmed on 17 December 2020 by the Presiding Member, Cr I Turton.*

.....  
Cr Turton Presiding Member

17-Dec-20

*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*

# CONTENTS

|  |           |
|--|-----------|
| <b>1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS</b>  | <b>2</b>  |
| <b>2. RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE (PREVIOUSLY APPROVED)</b>  | <b>2</b>  |
| <b>3. DISCLOSURE OF INTERESTS</b>  | <b>2</b>  |
| 3.1. <i>DISCLOSURE OF INTEREST AFFECTING IMPARTIALITY</i>  | 2         |
| 3.2. <i>DISCLOSURE OF FINANCIAL/PROXIMITY INTERESTS</i>  | 2         |
| <b>4. PUBLIC QUESTION TIME</b>   | <b>2</b>  |
| <b>5. APPLICATIONS FOR LEAVE OF ABSENCE</b>  | <b>3</b>  |
| <b>6. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS</b>   | <b>3</b>  |
| 6.1. <i>ORDINARY MEETING OF COUNCIL HELD – 15/10/2020</i>  | 3         |
| <b>7. ANNOUNCEMENTS BY SHIRE PRESIDENT AND/OR DEPUTY PRESIDENT WITHOUT DISCUSSION</b>  | <b>3</b>  |
| <b>8. PETITIONS/DEPUTATIONS/PRESENTATIONS/SUBMISSIONS</b>  | <b>3</b>  |
| <b>9. REPORTS OF COMMITTEES AND/OR WORKING GROUPS</b>  | <b>3</b>  |
| <b>10. ACTING CHIEF EXECUTIVE OFFICER'S REPORTS</b>  | <b>4</b>  |
| 10.1. <i>DRAFT POLICY 75 – GOVERNANCE FRAMEWORK</i>  | 4         |
| 10.2. <i>POLICY 77 – DRESS CODE – CITIZENSHIP CEREMONIES</i>   | 7         |
| 10.3. <i>LOCAL PLANNING POLICIES</i>   | 9         |
| 10.4. <i>5 DUNMALL DRIVE, WANDERING</i>  | 16        |
| 10.5. <i>2021/2022 RATING REVIEW</i>   | 18        |
| <b>11. OTHER OFFICER'S REPORTS</b>   | <b>26</b> |
| 11.1. <i>FEES &amp; CHARGES – SALE OF MULCH</i>  | 26        |
| 11.2. <i>APPLICATION FOR PLANNING APPROVAL (RETROSPECTIVE) – OVERSIZE OUTBUILDING AT LOT 24 (NO 43) KNIGHT ROAD, WANDERING</i> | 28        |
| 11.3. <i>LEASE AGREEMENT FOR THE OLD WANDERING GRAVEL PIT</i>  | 35        |
| <b>12. COUNCILLOR'S REPORTS ON MEETINGS ATTENDED</b>   | <b>66</b> |
| 12.1. <i>COUNCILLOR'S MEETINGS ATTENDED FOR THE PERIOD – 16/10/2020 - 12/11/2020</i>   | 66        |
| <b>13. ELECTED MEMBERS' MOTION OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN</b>   | <b>66</b> |
| <b>14. NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING</b>  | <b>66</b> |
| 14.1. <i>COUNCILLORS AND /OR OFFICERS</i>  | 66        |
| <b>15. CONFIDENTIAL ITEMS</b>  | <b>67</b> |
| 15.1. <i>ITEM FOR DISCUSSION</i>   | 67        |
| <b>16. INFORMATION ITEMS</b>   | <b>68</b> |
| 16.1. <i>SCHEDULE OF ACCOUNTS PAID FOR THE PERIOD – 01/10/2020 – 31/10/2020</i>  | 68        |
| 16.2. <i>MONTHLY FINANCIAL REPORTS – FOR THE PERIOD - 01/07/2020 – 31/10/2020</i>  | 75        |
| <b>17. CLOSURE OF MEETING</b>  | <b>75</b> |

# ORDINARY MEETING OF COUNCIL MINUTES

## 1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

Meeting opened at 3:33pm

Lucy Jones, Lisa Boddy, Kurt Boddy, Lee Coonz, Tom Martin (arrived 4:32pm)

## 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   |
|              |                        | Amy Kippin    | Minute Taker |

### 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

Cr Whitely declared an impartiality interest in Item 11.2, as he has a long standing relationship with the applicant, having owned a farm next door for a number of years.

## 4. PUBLIC QUESTION TIME

Lucy- Is there a possibility to open tip shop at the local refuse site?

*Acting CEO to investigate and respond.*

Lisa- Item 11.2 Querying point 7 of the officer recommendation. Commercial or Industrial condition- can machinery be stored in the shed?

Lee- Item 10.5 Rating Review. Can only 50% of properties be valued at the minimum value? Who determines this rule?

*Acting CEO to investigate and forward information.*

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 – MINUTES OF ORDINARY COUNCIL MEETING – 15/10/2020**

Moved Cr Price

Seconded Cr Treasure

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

**CARRIED 7/0**

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

## 10. ACTING CHIEF EXECUTIVE OFFICER'S REPORTS

### 10.1.DRAFT POLICY 75 – GOVERNANCE FRAMEWORK

|                                   |                     |
|-----------------------------------|---------------------|
| <b>Proponent</b>                  | Shire of Wandering  |
| <b>Owner</b>                      |                     |
| <b>Location/Address</b>           |                     |
| <b>Author of Report</b>           | Belinda Knight, CEO |
| <b>Date of Meeting</b>            | 19/11/2020          |
| <b>Previous Reports</b>           |                     |
| <b>Disclosure of any Interest</b> | Nil                 |
| <b>File Reference</b>             | 04.041.04111        |
| <b>Attachments</b>                | NIL                 |

#### 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**

| <b>Our Goals</b>  | <b>Our Strategies</b>   |
|---|---|
| <b>A well informed Community</b>                            | Foster Opportunities for connectivity between Council and the Community   |
| <b>We plan for the future and are strategically focused</b> | Ensure accountable, ethical and best practice governance<br>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 & COUNCIL DECISION – ITEM 10.1 DRAFT POLICY 75 GOVERNANCE FRAMEWORK**

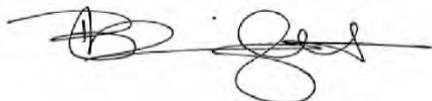
Moved Cr Whitely

Seconded Cr Watts

That Council adopts Draft Policy 75, Governance Framework.

LOST 2/5

**COUNCIL WAS NOT IN FAVOUR OF AN ADDITIONAL POLICY THAT WAS ALREADY COVERED BY THE LOCAL GOVERNMENT ACT 1995, AND OTHER STATE REGULATIONS.  
CR WHITELY REQUESTED THAT HIS VOTE IN FAVOUR OF MOTION BE RECORDED**

**AUTHOR'S SIGNATURE:**

## 10.2.POLICY 77 – DRESS CODE – CITIZENSHIP CEREMONIES

|                                   |                     |
|-----------------------------------|---------------------|
| <b>Proponent</b>                  | Shire of Wandering  |
| <b>Owner</b>                      |                     |
| <b>Location/Address</b>           |                     |
| <b>Author of Report</b>           | Belinda Knight, CEO |
| <b>Date of Meeting</b>            | 19/11/2020          |
| <b>Previous Reports</b>           | Nil                 |
| <b>Disclosure of any Interest</b> | Nil                 |
| <b>File Reference</b>             | 04.041.04104:CL103  |
| <b>Attachments</b>                | 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

| <b>Our Goals</b>  | <b>Our Strategies</b>   |
|---|---|
| <b>We plan for the future and are strategically focused</b> | Ensure accountable, ethical and best practice governance<br><br>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 & COUNCIL DECISION – ITEM 10.2 POLICY 77– DRESS CODE –  
CITIZENSHIP CEREMONIES**

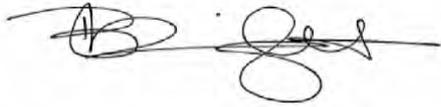
Moved Cr Curtis

Seconded Cr Parsons

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

**CARRIED BY AN ABSOLUTE MAJORITY OF 7/0**

**AUTHOR'S SIGNATURE:**



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

| <b>ADOPTED POLICY</b> |  |
|-----------------------|--|
| <b>TITLE:</b>         | Citizenship Ceremonies – Dress Code  |
| <b>OBJECTIVE:</b>     | <ul style="list-style-type: none"> <li>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</li> </ul> |

**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

|                                   |                                  |
|-----------------------------------|----------------------------------|
| <b>Proponent</b>                  | Shire of Wandering               |
| <b>Owner</b>                      | Shire of Wandering               |
| <b>Location/Address</b>           |                                  |
| <b>Author of Report</b>           | Belinda Knight, CEO              |
| <b>Date of Meeting</b>            | 19/11/2020                       |
| <b>Previous Reports</b>           | 17/09/2020                       |
| <b>Disclosure of any Interest</b> | Nil                              |
| <b>File Reference</b>             | 10.106.10605                     |
| <b>Attachments</b>                | 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 & COUNCIL DECISION – ITEM 10.3 – LOCAL PLANNING POLICIES**

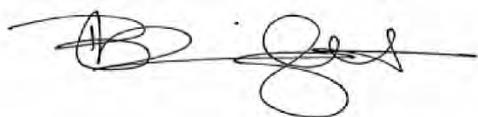
Moved Cr Price

Seconded Cr Curtis

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.

**CARRIED BY AN ABSOLUTE MAJORITY OF 7/0**



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

### **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

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

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

### **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

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

### **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

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

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

#### CONSULTATION/COMMUNICATION

Via initial contact with Councillors.

#### COMMENT

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

**VOTING REQUIREMENTS**

Simple Majority.

**OFFICER'S RECOMMENDATION & COUNCIL DECISION – ITEM 10.4 - 5 DUNMALL DRIVE, WANDERING**

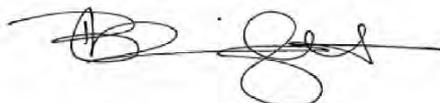
Moved Cr Watts

Seconded Cr Parsons

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.

**CARRIED 7/0**

**AUTHOR'S SIGNATURE:**

### 10.5.2021/2022 RATING REVIEW

|                                   |  |
|-----------------------------------|--|
| <b>Proponent</b>                  | Shire of Wandering   |
| <b>Owner</b>                      |  |
| <b>Location/Address</b>           |  |
| <b>Author of Report</b>           | Belinda Knight, CEO  |
| <b>Date of Meeting</b>            | 19/11/2020   |
| <b>Previous Reports</b>           | 16/07/2020 – 18/06/2020 – 20/02/2020 – 19/12/2019 – 12/2017  |
| <b>Disclosure of any Interest</b> | Nil  |
| <b>File Reference</b>             | 03.030.03110:RA14  |
| <b>Attachments</b>                | Map 1 – Blackboy Springs (RA143 – 115 correspondents)<br>Map 2 – Wandering Downs (RA142- 46 correspondents)<br>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  |
|--------------------------------|------------------------------|---|
| <b>Gross Rental Valuations</b> |                              |   |
| 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.   |
| <b>Unimproved Values</b>       |                              |   |
| 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.<br>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                                       |
|---|---|---|
| <b>The Wandering Shire is financially sustainable</b> | Improve accountability and transparency<br>Develop an investment strategy that plans for the future and provides cash backed reserves to meet operational needs<br>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  |
|---|---|
| <b>We plan for the future and are strategically focused</b> | Ensure accountable, ethical and best practice governance<br>Develop and maintain our Strategic Plan, Corporate Business Plan, Asset Management Plan, Workforce Plan and Long-Term Financial |

|  |  |
|--|--|
|  | <p>Plan<br/>Service Level Plans detail operational roles, responsibilities and resources<br/>Engage with local, regional, state and federal stakeholders to grow mutually beneficial relationships</p> |
|--|--|

## 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        | 70          | 34         |
| UV           | Rural                    | 135         | 78         |
| UV           | Mining                   | 0           | 5          |
| Non-Rateable |                          | 29          |            |
| <b>TOTAL</b> |                          | <b>242</b>  | <b>194</b> |

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 & COUNCIL DECISION – ITEM 10.5 - 2020/2021 – RATING REVIEW**

Moved Cr Price

Seconded Cr Parsons

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.

**CARRIED BY AN ABSOLUTE MAJORITY OF 7/0**

**AUTHOR'S SIGNATURE:****Cr Treasure requested that the following be included in the Minutes:**

*Mr President, fellow councillors and guests,*

*I would like to acknowledge the tireless work done by previous councils in researching this emotive topic and also the input by consultants Moore Stephens.*

*The issue of the correct methods of valuation of land has been ongoing pretty much since the development of "Blackboy Springs Estate" from farmland into a Rural Lifestyle Residential Estate. To some extent I am sure it also created a pre-text when both Wandering Downs Estate and the Wandering Industrial Estate we developed many years later.*

*Primarily of concern has been how the general Principles of the Local Government Act 1995 – Sect 6.28(2) have been incorrectly applied in continuing the UV Valuation method (predominantly used for rural purposes) from when the land was farmland.*

*Whilst I have been a member of this council for less than one year, the basic principles I believe in have not changed. I believe in equity and fairness and the democratic right to have your say and be involved in the decision making process. To that end after very careful consideration on the changing of valuations methods I voted in favour of moving forward with the process to change.*

*I have spoken with numerous residents and two business's directly affected by any decisions council will make on this issue. Whilst not all the people I spoke with were concerned with the proposed changes, some have been, and this is why I sought to understand their concerns. I have also read with complete dismay some very ordinarily written e-mails from some community members. The "them and us", "farmers vs lifestyle" block owners angle has been very hurtful to both myself and unfortunately my family who have read these e-mails sent to our private/council e-mail addresses.*

*These attacks are pretty personal and have no place in my mind. They will have no bearing on my vote today and neither should they. As a born and bred WD Local I am proud of our diverse community and am proud to stand for all community members when I vote as a councillor.*

*Moving to implement correct systems and procedure's in Local Government is fundamental in the Act which defines how we operate.*

*I firmly believe in:*

- *Objectivity*
- *Fairness and equity*
- *Consistency*
- *Transparency*
- *Administration Efficiency*

*In Sect 6.28(2) of the Local Government Act 1995 the "Basis of Rates" clearly points out the current valuation method employed in relation to this agenda item is incorrect.*

*Whilst I have not been 100% happy with the explanations of the changes to date, and in particular the visualisation of incorrect charts at the community engagement meeting, I do feel we as a council need to push ahead.*

*My decision to support the change is clearly set out in my address to council. It is now up to Council to ensure any changes are fair and equitable amongst all ratepayers something that will be controlled by the annual rate setting statement.*

*Thankyou,*

*Councillor Paul Treasure*

**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

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

| <b>Our Goals</b>  | <b>Our Strategies</b>   | <b>Our Measurement</b>   |
|---|---|--|
| <b>We plan for the future and are strategically focused</b> | Ensure accountable, ethical and best practice governance<br>Develop and maintain our Strategic Plan, Corporate Business Plan, Asset Management Plan, Workforce Plan and Long Term Financial Plan<br>Service Level Plans detail operational roles, responsibilities and resources<br>Engage with local, regional, state and federal stakeholders to grow mutually beneficial relationships | Audit and Compliance Returns identify no adverse issues<br>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 & COUNCIL DECISION – ITEM11.1 – FEES & CHARGES – SALE OF MULCH**

Moved Cr Whitely

Seconded Cr Curtis

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 \$10 per cubic metre

**CARRIED BY AN ABSOLUTE MAJORITY OF 7/0**

**AUTHOR'S SIGNATURE:**

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

|                                   |  |
|-----------------------------------|--|
| <b>Proponent</b>                  | Barry Edwards  |
| <b>Owner</b>                      | Barry and Jane Edwards                               |
| <b>Location/Address</b>           | Lot 24 (No. 43) Knight Road, Wandering               |
| <b>Author of Report</b>           | David Johnston – Planning Officer, Shire of Narrogin |
| <b>Date of Meeting</b>            | 19 November 2020                                     |
| <b>Previous Reports</b>           | Nil  |
| <b>Disclosure of any Interest</b> | Nil  |
| <b>File Reference</b>             | PA150:A398   |
| <b>Attachments</b>                | 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 & COUNCIL DECISION – ITEM11.2 – APPLICATION FOR PLANNING APPROVAL (RETROSPECTIVE) – OVERSIZE OUTBUILDING AT LOT 24 (NO 43) KNIGHT ROAD, WANDERING**

Moved Cr Watts

Seconded Cr Parsons

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.

**LOST 0/7****COUNCIL WAS NOT IN FAVOUR OF GIVING RETROSPECTIVE APPROVAL TO AN OVERSIZED SHED THAT DID NOT COMPLY WITH THE SHIRES LOCAL PLANNING POLICY 1 – SHEDS AND OUT BUILDING POLICY**

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> |

# Farm Building Layout



|  |  |  |   |
|--|--|--|---|
| Purchaser Name:<br>Site Address:<br>Ref # NE645982007005 | <b>Building Layout</b><br>File: 18-03-2020.rvt |  | Seller:<br>Name: Mel Browne<br>Phone: (04) 1792 4836<br>Fax:<br>Email: mel@widespansheds.com.au |
|  | Print Date: 23/07/20                           |  |   |



## Details of your Wide Span Sheds Farm Building

|                                      |   |
|--------------------------------------|---|
| <b>Weight</b>                        | Approximately: 4,200 kg   |
| <b>Span</b>                          | 10 metres   |
| <b>Length</b>                        | 15 metres (3 Bays: 6 metres, 6 metres, 3 metres)  |
| <b>Height</b>                        | 4.2 metres  |
| <b>Roof Type</b>                     | Gable, 10 degree pitch  |
| <b>Roof</b>                          | COLORBOND® steel TRIMCLAD® 0.42 BMT (0.47TCT) sheeting, BlueScope   |
| <b>Walls &amp; Trims</b>             | COLORBOND® steel TRIMCLAD® 0.42 BMT (0.47TCT) sheeting, BlueScope   |
| <b>Roller Doors</b>                  | 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. |
| <b>PA Doors</b>                      | One (1) single skin Deluxe COLORBOND® steel door with keyed lockset and lever handle to one side;   |
| <b>Bracing</b>                       | The building will have Knee and Apex braces. Minimum internal knee clearances are: Main Building 2.642m.  |
| <b>Roof Purlins &amp; Wall Girts</b> | Z sections bolted to rafters & columns with a minimum overlap of 10% of the bay width.  |
| <b>Fixing to Concrete</b>            | 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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## Site Location

|                             |   |
|-----------------------------|---|
| <b>Site Address</b>         | Wandering WA 6308 Australia                                     |
| <b>Building Orientation</b> | Left Side of building orientated to 179° (southerly direction)  |
| <b>Building Class</b>       | 7   |
| <b>Importance Level</b>     | 1 with a Vr of 41 m/s (refer below)                             |
| <b>Design Wind Criteria</b> | Region A1; TC = 2.1; Mt = 1; Ms = 1.0; giving a Vdes of 37 m/s. |
| <b>Other Design Factors</b> | 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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### 11.3.LEASE AGREEMENT FOR THE OLD WANDERING GRAVEL PIT

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

| <b>Our Goals</b>                      | <b>Our Strategies</b>                                  |
|---------------------------------------|--|
| Capture tourism opportunities locally | Encourage tourists, longer stays and repeat visitation |

##### RETAIN AND GROW OUR POPULATION

| <b>Our Goals</b>   | <b>Our Strategies</b>   |
|--|---|
| People feel safe, connected and actively involved in the community | Facilitate and support activities that optimise use of our facilities<br>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 & COUNCIL DECISION – ITEM 11.3 LEASE AGREEMENT FOR THE OLD WANDERING GRAVEL PIT**

Moved Cr Treasure

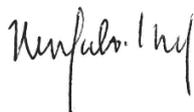
Seconded Cr Curtis

That Council authorises the Acting CEO to enter into a lease agreement with the Incorporated 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 subject to inclusion of:

- For use of lawn mower racing and dirt cart racing only
- No camping or accommodation allowed onsite unless approved by Council
- Operate within the Environmental (Noise) Regulations 1997

**CARRIED BY AN ABSOLUTE MAJORITY OF 7/0**

#### 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](mailto:mcleods@mcleods.com.au)

Ref: SS:WAND:46571

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# Table of Contents

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|   |           |
|---|-----------|
| <b>Copyright notice</b>                               | <b>ii</b> |
| <b>Details</b>  | <b>1</b>  |
| <b>Agreed terms</b>                                   | <b>1</b>  |
| <b>1. Definitions</b>                                 | <b>1</b>  |
| <b>2. Grant of lease</b>                              | <b>2</b>  |
| <b>3. Quiet enjoyment</b>                             | <b>2</b>  |
| <b>4. Rent and other payments</b>                     | <b>3</b>  |
| 4.1 Rent  | 3         |
| 4.2 Outgoings   | 3         |
| 4.3 Interest  | 3         |
| 4.4 Costs   | 3         |
| 4.5 Payment of Money                                  | 4         |
| 4.6 Accrual of amounts payable                        | 4         |
| <b>5. Insurance</b>                                   | <b>4</b>  |
| 5.1 Public Liability Insurance                        | 4         |
| 5.2 Contents Insurance                                | 4         |
| 5.3 Building Insurance                                | 4         |
| 5.4 Details and receipts                              | 4         |
| 5.5 Not to invalidate                                 | 5         |
| 5.6 Report  | 5         |
| 5.7 Settlement of claim                               | 5         |
| 5.8 Lessor as attorney                                | 5         |
| 5.9 Lessee's equipment and possessions                | 5         |
| <b>6. Indemnity</b>                                   | <b>6</b>  |
| 6.1 Lessee responsibilities                           | 6         |
| 6.2 Indemnity   | 6         |
| 6.3 Obligations Continuing                            | 6         |
| 6.4 No indemnity for Lessor's negligence              | 7         |
| 6.5 Release   | 7         |
| 6.6 Limit of Lessor's liability                       | 7         |
| <b>7. Maintenance, Repair and Cleaning</b>            | <b>7</b>  |
| 7.1 Generally   | 7         |
| 7.2 Cleaning  | 8         |
| 7.3 Repair damage                                     | 8         |
| 7.4 Pest control                                      | 8         |
| 7.5 Licensed Trades                                   | 8         |
| 7.6 Comply with all reasonable conditions             | 8         |
| 7.7 Responsibility for Securing the Leased Area       | 8         |
| 7.8 Maintain surroundings                             | 8         |
| 7.9 Acknowledgement of state of repair of Leased Area | 9         |
| <b>8. Alterations</b>                                 | <b>9</b>  |
| 8.1 Restriction                                       | 9         |
| 8.2 Consent   | 9         |
| 8.3 Cost of Works                                     | 10        |
| 8.4 Conditions  | 10        |

|            |   |           |
|------------|---|-----------|
| <b>9.</b>  | <b>Use</b>                                      | <b>10</b> |
| 9.1        | Restrictions on use                             | 10        |
| 9.2        | No nuisance                                     | 11        |
| 9.3        | No warranty                                     | 11        |
| 9.4        | Leased Area subject to restriction              | 11        |
| 9.5        | Indemnity for costs                             | 11        |
| <b>10.</b> | <b>Lessor's right of entry</b>                  | <b>11</b> |
| 10.1       | Entry on Reasonable Notice                      | 11        |
| 10.2       | Costs of Rectifying Breach                      | 12        |
| <b>11.</b> | <b>Statutory Obligations and Notices</b>        | <b>12</b> |
| 11.1       | Comply with Statutes                            | 12        |
| 11.2       | Safety & Testing Obligations                    | 12        |
| 11.3       | Indemnity if Lessee Fails to Comply             | 13        |
| 11.4       | No Fetter                                       | 13        |
| <b>12.</b> | <b>Report to Lessor</b>                         | <b>13</b> |
| <b>13.</b> | <b>Alcohol</b>                                  | <b>13</b> |
| 13.1       | Consumption of alcohol                          | 13        |
| 13.2       | Liquor licence                                  | 14        |
| <b>14.</b> | <b>Default</b>                                  | <b>14</b> |
| 14.1       | Events of Default                               | 14        |
| 14.2       | Forfeiture                                      | 15        |
| 14.3       | Lessor may remedy breach                        | 15        |
| 14.4       | Acceptance of Amount Payable By Lessor          | 15        |
| 14.5       | Essential Terms                                 | 15        |
| 14.6       | Breach of Essential Terms                       | 15        |
| <b>15.</b> | <b>Damage or Destruction of Leased Area</b>     | <b>16</b> |
| 15.1       | Abatement of Rent                               | 16        |
| 15.2       | Total damage or destruction                     | 16        |
| 15.3       | Reinstatement                                   | 16        |
| <b>16.</b> | <b>Option to renew</b>                          | <b>17</b> |
| <b>17.</b> | <b>Holding over</b>                             | <b>17</b> |
| <b>18.</b> | <b>Obligation on Termination</b>                | <b>17</b> |
| 18.1       | Yielding up                                     | 17        |
| 18.2       | Lessor can remove Lessee's property on re-Entry | 18        |
| 18.3       | Obligations to continue                         | 18        |
| <b>19.</b> | <b>Assignment, sub-letting and charging</b>     | <b>18</b> |
| 19.1       | No Assignment                                   | 18        |
| 19.2       | No Subletting without the Lessor's consent      | 18        |
| 19.3       | Property Law Act 1969                           | 18        |
| 19.4       | No mortgage or charge                           | 19        |
| <b>20.</b> | <b>Provision of information</b>                 | <b>19</b> |
| 20.1       | Provision of information                        | 19        |
| <b>21.</b> | <b>Disputes</b>                                 | <b>19</b> |
| <b>22.</b> | <b>Caveat</b>                                   | <b>20</b> |
| <b>23.</b> | <b>Notice</b>                                   | <b>20</b> |
| 23.1       | Form of delivery                                | 20        |
| 23.2       | Service of notice                               | 20        |

|            |   |           |
|------------|---|-----------|
| 23.3       | Signing of notice                                 | 20        |
| <b>24.</b> | <b>General Provisions</b>                         | <b>20</b> |
| 24.1       | Lessor's Consent                                  | 20        |
| 24.2       | Acts by agents                                    | 21        |
| 24.3       | Statutory powers                                  | 21        |
| 24.4       | Severance   | 21        |
| 24.5       | Variation   | 21        |
| 24.6       | Moratorium  | 21        |
| 24.7       | Further assurance                                 | 21        |
| 24.8       | Waiver  | 21        |
| 24.9       | Governing law                                     | 21        |
| <b>25.</b> | <b>Additional terms, covenants and conditions</b> | <b>21</b> |
|            | <b>Schedule</b>                                   | <b>22</b> |
|            | <b>Signing page</b>                               | <b>23</b> |
|            | <b>Annexure 1 - Sketch of Leased Area</b>         | <b>24</b> |

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# Details

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## 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

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## 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:

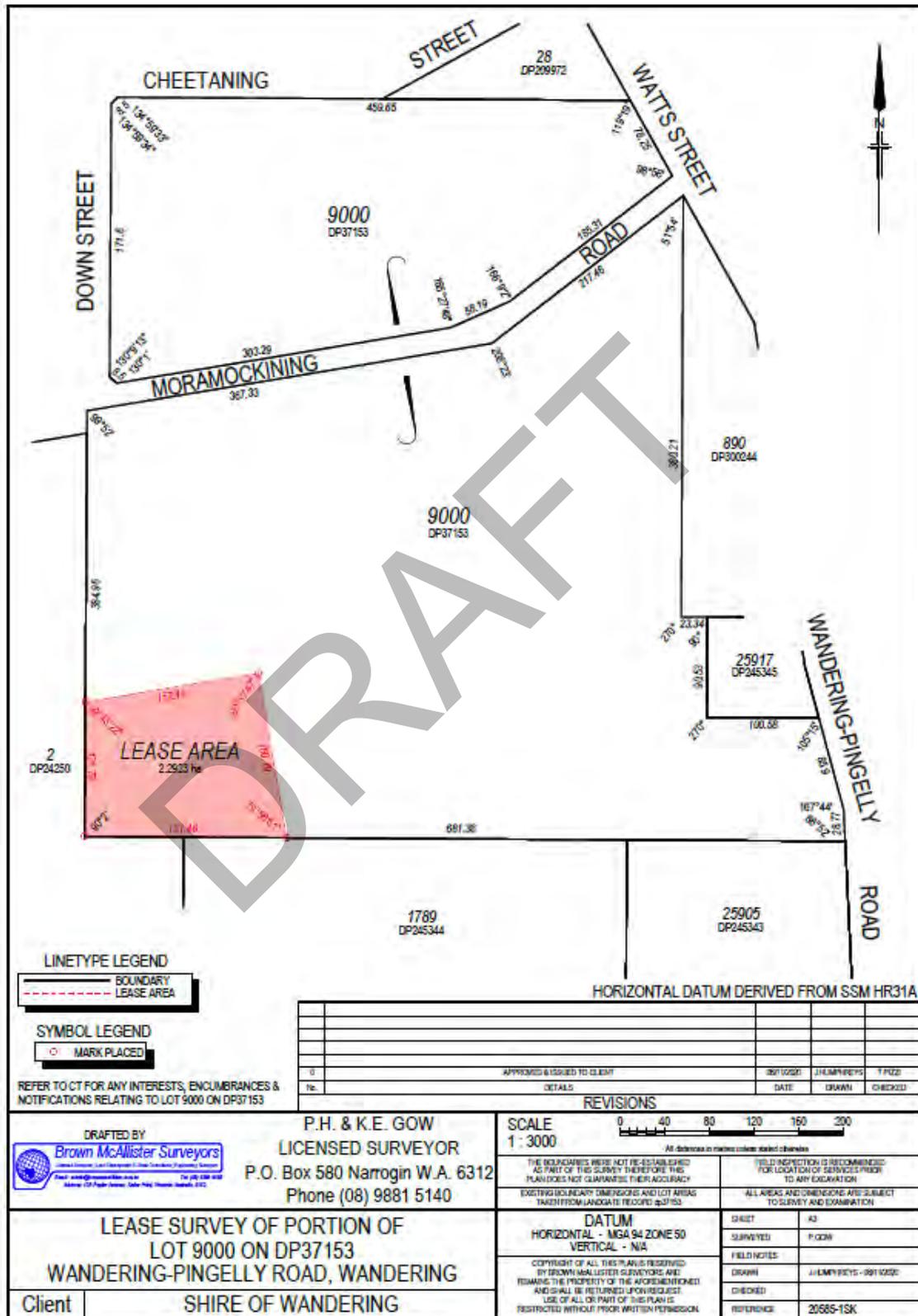
\_\_\_\_\_  
Address:

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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**

Hotham Dale Subgroup – Regional Road Group - Brookton – Cr Turton and Cr Parsons - 26/11/2020

Local Government Elected Members Association – Capel – Cr Turton, Cr Price – 8/11/2020

Wheatbelt Secondary Freight Route – Narrogin – 9/11/2020

Local Emergency Management Group – Pingelly – Cr Turton 10/11/2020

Rate Review Community Meeting – All Councillors – 11/11/2020

**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**

Nil

**15. CONFIDENTIAL ITEMS****15.1. ITEM FOR DISCUSSION**

Amy Kippin left the meeting prior to this item, and did not return

**ITEM 15 – COUNCIL DECISION – TO MOVE BEHIND CLOSED DOORS**

Moved Cr Parson

Seconded Cr Treasure

That Council move behind closed doors pursuant to S5.23(2)(a) of the *Local Government Act 1995*, to consider the following confidential items.

**CARRIED 7/0**

|                                   |                           |
|-----------------------------------|---------------------------|
| <b>Proponent</b>                  | Shire of Wandering        |
| <b>Owner</b>                      | Shire President           |
| <b>Location/Address</b>           | 22 Watts Street Wandering |
| <b>Author of Report</b>           | Barry Gibbs, Acting CEO   |
| <b>Date of Meeting</b>            | 19/11/2020                |
| <b>Previous Reports</b>           | Nil                       |
| <b>Disclosure of any Interest</b> | Nil                       |
| <b>File Reference</b>             | 14.145.14514              |
| <b>Attachments</b>                | Nil                       |

**OFFICER'S RECOMMENDATION & COUNCIL DECISION– ITEM 15 - CONFIDENTIAL ITEM**

Moved Cr Parson

Seconded Cr Treasure

That Council:

- Receives the letter dated 13 October 2020, from the CCC to the Shire President relating to an anonymous allegation received by the CCC as follows:
  - a) Notes the action taken to date by the Shire President and the Acting Chief Executive Officer and the proposed action to be taken regarding the referral of the allegation to the Shire to investigate and report findings to the CCC including whether the allegation is substantiated or unsubstantiated, with oversight of the investigation to be retained by the CCC in light of the serious nature of the allegation.
- Approves:
  - a) The appointment of Kate Appleyard and Daniel White of Mills Oakley as Investigator to investigate the allegation and provide a report to the Shire and to the CCC; and
  - b) The Acting Chief Executive Officer to coordinate the investigation on behalf of the Shire, including liaising with the CCC as required.
- Directs that this matter is to remain strictly confidential, as the investigation is ongoing and any public disclosure of the matter may compromise the investigation.

**CARRIED 7/0**

**ITEM 15 – COUNCIL DECISION – RESUMPTION OF STANDING ORDERS**

Moved Cr Parson

Seconded Cr Treasure

That Council resume standing orders and open the meeting to the public.

**CARRIED 7/0**

**16. INFORMATION ITEMS****16.1.SCHEDULE OF ACCOUNTS PAID FOR THE PERIOD – 01/10/2020 – 31/10/2020**

|                                   |   |
|-----------------------------------|---|
| <b>Proponent</b>                  | Internal Report                             |
| <b>Location/Address</b>           |   |
| <b>Author of Report</b>           | Sophie Marinoni, Finance Officer            |
| <b>Date of Meeting</b>            | 19/11/2020                                  |
| <b>Disclosure of any Interest</b> | Nil   |
| <b>File Reference</b>             | 10.1.6                                      |
| <b>Attachments</b>                | 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

| <b>Payment Method</b>      | <b>Cheque/EFT/DD Number</b> | <b>Amount</b>       |
|----------------------------|-----------------------------|---------------------|
| Trust Account              |                             | Nil                 |
| <b>Municipal Fund:</b>     |                             |                     |
| Electronic Funds Transfers | EFT6004 – EFT6065           | \$130,640.27        |
| Municipal Account          |                             |                     |
| Direct Debits              | DD3507.1 – DD3522.3         | \$13,742.81         |
|                            | <b>TOTAL</b>                | <b>\$144,383.08</b> |

to the Municipal and Trust Accounts, totalling \$144,383.08 which were submitted to each member of the Council on 19<sup>th</sup> November 2020, have been checked and fully supported by vouchers and invoices which are submitted herewith, have been duly certified as to the receipt of goods and the rendition of services and as to prices, computations, and costings.

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<br>Prudently manage our financial resources to ensure value for money |

**OFFICER'S RECOMMENDATION & COUNCIL DECISION – ITEM 16.1– SCHEDULE OF ACCOUNTS PAID FOR PERIOD 01/10/2020 – 31/10/2020**

Moved Cr Watts

Seconded Cr Whitely

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.

**CARRIED 7/0**

| Chq/EFT | Date     | Name  | Description  | Invoice Amount | Payment Amount |
|---------|----------|---|--|----------------|----------------|
| EFT6004 | 02/10/20 | Australian Communications & Media Authority |  |                | -\$ 45.00      |
|         | 23/09/20 |   | Licence renewal<br><i>Broadcasting retransmission</i>  | \$ 45.00       |                |
| EFT6005 | 02/10/20 | Benara Nurseries                            |  |                | -\$ 127.85     |
|         | 26/09/20 |   | Gardening supplies<br><i>Powerfeed, Landscape formula</i>  | \$ 127.85      |                |
| EFT6006 | 02/10/20 | Best Office Systems                         |  |                | -\$ 546.22     |
|         | 25/09/20 |   | Copier Contract - Shire<br><i>B&amp;W copies, Colour copies</i>  | \$ 546.22      |                |
| EFT6007 | 02/10/20 | Blackwoods                                  |  |                | -\$ 241.00     |
|         | 21/09/20 |   | Tools<br><i>Block lever</i>  | \$ 241.00      |                |
| EFT6008 | 02/10/20 | Boddington Hardware & Newsagency            |  |                | -\$ 979.85     |
|         | 22/09/20 |   | Depot tools<br><i>Power saw</i>  | \$ 275.66      |                |
|         | 22/09/20 |   | Depot supplies<br><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<br><i>Decking oil, Paint bushes</i>   | \$ 85.99       |                |
|         | 22/09/20 |   | CRC materials<br><i>Mouse baits</i>  | \$ 14.40       |                |
|         | 29/09/20 |   | Cemetery materials<br><i>Decking oil</i>   | \$ 77.40       |                |
| EFT6009 | 02/10/20 | Brookton Plumbing                           |  |                | -\$ 940.00     |
|         | 24/09/20 |   | Pump out dump point - Caravan Park<br><i>Labour, Tracking form, Dumping fees, Travel</i>                                     | \$ 940.00      |                |
| EFT6010 | 02/10/20 | Corsign WA                                  |  |                | -\$ 2,902.90   |
|         | 16/09/20 |   | Sign<br><i>"Emergency Access Only"</i>   | \$ 325.60      |                |
|         | 18/09/20 |   | Guide posts<br><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<br>"Burning Off", "Bush Fire", "Smoke Hazard", Fire symbol                              | \$ 528.00      |                     |
| <b>EFT6011</b> | <b>02/10/20</b> | <b>Engtech</b>                             |   |                | <b>-\$ 4,620.00</b> |
|                | 15/09/20        |  | Update Emergency Responce Plan<br><i>Labour</i>   | \$ 4,620.00    |                     |
| <b>EFT6012</b> | <b>02/10/20</b> | <b>Environmental Machinery Group</b>       |   |                | <b>-\$ 733.70</b>   |
|                | 24/09/20        |  | Plant parts - WD.141<br><i>Mulcher belt</i>   | \$ 733.70      |                     |
| <b>EFT6013</b> | <b>02/10/20</b> | <b>Fremantle Enzed</b>                     |   |                | <b>-\$ 142.05</b>   |
|                | 30/09/20        |  | Plant parts - WD.1827<br><i>Hydraulic hose</i>  | \$ 142.05      |                     |
| <b>EFT6014</b> | <b>02/10/20</b> | <b>Hotham Mechanical</b>                   |   |                | <b>-\$ 1,321.35</b> |
|                | 02/07/20        |  | Insurance excess - WD.821<br><i>Claim no 6037389</i>  | \$ 300.00      |                     |
|                | 28/08/20        |  | Vehicle service - WD.480<br><i>Labour, Parts, Consumables</i>                                 | \$ 377.85      |                     |
|                | 30/09/20        |  | Plant repairs - Mower<br><i>Labour, Battery, Tyre, Tyre disposal</i>                          | \$ 643.50      |                     |
| <b>EFT6015</b> | <b>02/10/20</b> | <b>JR &amp; A Hersey</b>                   |   |                | <b>-\$ 1,235.30</b> |
|                | 09/09/20        |  | Depot tools<br><i>Clay spade</i>  | \$ 165.00      |                     |
|                | 11/09/20        |  | PPE - Depot<br><i>Muff visor kit, Chaps</i>   | \$ 679.80      |                     |
|                | 11/09/20        |  | PPE - Depot<br><i>Muff visor kit</i>  | \$ 126.50      |                     |
|                | 16/09/20        |  | Road materials<br><i>Red delineator, White delineator</i>                                     | \$ 264.00      |                     |
| <b>EFT6016</b> | <b>02/10/20</b> | <b>Landgate</b>                            |   |                | <b>-\$ 69.20</b>    |
|                | 23/09/20        |  | Minimum charge  | \$ 69.20       |                     |
| <b>EFT6017</b> | <b>02/10/20</b> | <b>Major Motors</b>                        |   |                | <b>-\$ 224.33</b>   |
|                | 29/09/20        |  | Plant parts - WD.422<br><i>Coolant</i>  | \$ 224.33      |                     |
| <b>EFT6018</b> | <b>02/10/20</b> | <b>Perfect Computer Solutions</b>          |   |                | <b>-\$ 382.50</b>   |
|                | 24/09/20        |  | Monthly IT maintenance<br><i>Labour</i>   | \$ 382.50      |                     |
| <b>EFT6019</b> | <b>02/10/20</b> | <b>Pingelly Tyre Service</b>               |   |                | <b>-\$ 175.00</b>   |
|                | 01/09/20        |  | Tyre - WD.300<br><i>Labour, Secondhand tyre</i>   | \$ 175.00      |                     |
| <b>EFT6020</b> | <b>02/10/20</b> | <b>Reinforced Concrete Pipes Australia</b> |   |                | <b>-\$11,473.29</b> |
|                | 17/09/20        |  | Pipes & fittings<br><i>300mm pipe, 375mm pipe</i>   | \$ 3,240.17    |                     |
|                | 17/09/20        |  | Pipes & fittings<br><i>375mm pipes, 375mm double headwalls</i>                                | \$ 1,600.17    |                     |
|                | 18/09/20        |  | Pipes & fittings<br><i>375mm headwall, 450mm pipe, Double barrel headwall 450, 600mm pipe</i> | \$ 6,632.95    |                     |
| <b>EFT6021</b> | <b>02/10/20</b> | <b>Payroll deductions</b>                  |   |                | <b>-\$ 390.00</b>   |
|                | 30/09/20        |  | Payroll deductions  | \$ 390.00      |                     |
| <b>EFT6022</b> | <b>02/10/20</b> | <b>Payroll deductions</b>                  |   |                | <b>-\$ 50.00</b>    |
|                | 30/09/20        |  | Payroll deductions  | \$ 50.00       |                     |
| <b>EFT6023</b> | <b>02/10/20</b> | <b>Volt Air</b>                            |   |                | <b>-\$ 2,000.00</b> |
|                | 24/09/20        |  | Air conditioner - Admin<br><i>Supply &amp; instal</i>   | \$ 2,000.00    |                     |

| Chq/EFT        | Date            | Name   | Description  | Invoice Amount | Payment Amount      |
|----------------|-----------------|--|--|----------------|---------------------|
| <b>EFT6024</b> | <b>02/10/20</b> | <b>Wandering Brook Estate</b>                      |  |                | <b>-\$ 280.00</b>   |
|                | 29/09/20        |  | Accommodation<br>Temp staff  | \$ 280.00      |                     |
| <b>EFT6025</b> | <b>02/10/20</b> | <b>Wilgarra Pty Ltd</b>                            |  |                | <b>-\$ 2,936.00</b> |
|                | 28/08/20        |  | Gravel supplies<br>Moramocking Rd, O'Connell Rd  | \$ 2,936.00    |                     |
| <b>EFT6026</b> | <b>09/10/20</b> | <b>Australian Taxation Office</b>                  |  |                | <b>-\$12,863.00</b> |
|                | 31/08/20        |  | BAS - Aug 20<br>GST on Sales, Group Tax Clearing,<br>GST on Purchases, Fuel Credits,<br>Rounding   | \$12,863.00    |                     |
| <b>EFT6027</b> | <b>09/10/20</b> | <b>Boral Construction Materials</b>                |  |                | <b>-\$ 880.00</b>   |
|                |                 |  | Credit Note<br>Quote discrepancy   | -\$ 110.00     |                     |
|                | 18/09/20        |  | General road maintenance<br>Cold mix   | \$ 990.00      |                     |
| <b>EFT6028</b> | <b>09/10/20</b> | <b>C &amp; D Cutri</b>                             |  |                | <b>-\$ 8,470.00</b> |
|                | 02/10/20        |  | Replace wing wall pile<br>Bridge 3067A - Dwarda East Rd  | \$ 8,470.00    |                     |
| <b>EFT6029</b> | <b>09/10/20</b> | <b>Department of Fire &amp; Emergency Services</b> |  |                | <b>-\$ 1,008.00</b> |
|                | 02/10/20        |  | ESL - 2020/21<br>13 Dunmall Dr, 5 Dunamml Dr,<br>Admin buidling, CRC, Depot, 14<br>Down St, 1 Dowsett St, 7 Gnowing<br>St, Refuse site, Caravan park, Fuel<br>facility, Watts St public<br>conveniences  | \$ 1,008.00    |                     |
| <b>EFT6030</b> | <b>09/10/20</b> | <b>Great Southern Fuel Supplies</b>                |  |                | <b>-\$ 107.76</b>   |
|                | 30/09/20        |  | Fuel card purchases<br>0.WD, WD.001  | \$ 107.76      |                     |
| <b>EFT6031</b> | <b>09/10/20</b> | <b>LGISWA</b>                                      | <b>Workcare - Instalment 2</b>   |                | <b>-\$36,384.52</b> |
|                | 30/09/20        |  | LGIS Liability<br>Instalment 2   | \$ 8,223.05    |                     |
|                | 02/10/20        |  | Credit Note<br>Assitance package   | -\$4,401.94    |                     |
|                | 30/09/20        |  | Workers compensation<br>Instalment 2   | \$16,309.97    |                     |
|                | 30/09/20        |  | LGIS Property - Instalment 2<br>13 Dunmall Dr, 19 Humes Wy, 1<br>Dowsett St, 7 Gnowing St, Refuse<br>site, Watts St public conveniences,<br>Pumphreys Bridge public<br>conveniences, Cemetery,<br>Community Centre, Parks &<br>gardens, Tennis courts, Bowling<br>green, Playgrounds, Skate park,<br>Other, Caravan park, Vintage<br>machinery shed, Other, CRC, Fuel<br>facility, Works, Depot, Admin<br>building | \$16,253.44    |                     |
| <b>EFT6032</b> | <b>09/10/20</b> | <b>Narrogin Whitford Fertilisers</b>               |  |                | <b>-\$ 715.00</b>   |
|                | 01/10/20        |  | Oval turf supplies<br>Turf mix, Fill fee, Bulka bag  | \$ 715.00      |                     |
| <b>EFT6033</b> | <b>09/10/20</b> | <b>Perfect Computer Solutions</b>                  |  |                | <b>-\$ 85.00</b>    |
|                | 29/09/20        |  | Monthly IT maintenance<br>Monthly fee  | \$ 85.00       |                     |
| <b>EFT6034</b> | <b>09/10/20</b> | <b>Rhonie's Wandering Mop &amp; Bucket</b>         |  |                | <b>-\$ 5,013.80</b> |

| Chq/EFT        | Date            | Name   | Description   | Invoice Amount | Payment Amount      |
|----------------|-----------------|--|---|----------------|---------------------|
|                | 02/10/20        |  | Cleaning contract<br><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    |                     |
| <b>EFT6035</b> | <b>09/10/20</b> | <b>Steven Tweedie</b>                        |   |                | <b>-\$ 385.00</b>   |
|                | 06/10/20        |  | Review Governance Framework Policy<br><i>Labour</i>   | \$ 385.00      |                     |
| <b>EFT6036</b> | <b>16/10/20</b> | <b>BOC</b>                                   |   |                | <b>-\$ 78.92</b>    |
|                | 28/09/20        |  | Container Service<br><i>Oxygen, Acetylene, Argoshield, Medical Oxygen</i>   | \$ 78.92       |                     |
| <b>EFT6037</b> | <b>16/10/20</b> | <b>Benara Nurseries</b>                      |   |                | <b>-\$ 86.90</b>    |
|                | 07/09/20        |  | Landscaping supplies<br><i>Convolvulus Cneorum</i>  | \$ 86.90       |                     |
| <b>EFT6038</b> | <b>16/10/20</b> | <b>Boddington News</b>                       |   |                | <b>-\$ 9.00</b>     |
|                | 02/10/20        |  | Boddington News<br><i>Edition 653</i>   | \$ 9.00        |                     |
| <b>EFT6039</b> | <b>16/10/20</b> | <b>Dell Australia</b>                        |   |                | <b>-\$ 5,276.00</b> |
|                | 12/10/20        |  | Laptops - Admin<br><i>Dell Inspiron 15 5000 Notebooks</i>   | \$ 5,276.00    |                     |
| <b>EFT6040</b> | <b>16/10/20</b> | <b>Exurban Rural &amp; Regional Planning</b> |   |                | <b>-\$ 402.76</b>   |
|                | 05/10/20        |  | Stage 2 - Industrial Estate<br><i>Labour, Printing</i>  | \$ 402.76      |                     |
| <b>EFT6041</b> | <b>16/10/20</b> | <b>Hotham Mechanical</b>                     |   |                | <b>-\$ 41.80</b>    |
|                | 09/10/20        |  | Tyre - WD.6<br><i>Fitting, Disposal</i>   | \$ 41.80       |                     |
| <b>EFT6042</b> | <b>16/10/20</b> | <b>Narrogin Pumps Solar &amp; Spraying</b>   |   |                | <b>-\$ 2,024.00</b> |
|                | 18/08/20        |  | Pump - Depot<br><i>Honda GX200</i>  | \$ 2,024.00    |                     |
| <b>EFT6043</b> | <b>16/10/20</b> | <b>RK Roach</b>                              |   |                | <b>-\$ 1,540.00</b> |
|                | 07/10/20        |  | Cemetery survey - Grave details<br><i>Labour</i>  | \$ 1,540.00    |                     |
| <b>EFT6044</b> | <b>16/10/20</b> | <b>Scavenger Fire Safety</b>                 |   |                | <b>-\$ 33.00</b>    |
|                | 07/10/20        |  | Fire safety materials - Caravan park<br><i>Signs, Freight</i>   | \$ 33.00       |                     |
| <b>EFT6045</b> | <b>16/10/20</b> | <b>Payroll deductions</b>                    |   |                | <b>-\$ 390.00</b>   |
|                | 14/10/20        |  | Payroll deductions  | \$ 390.00      |                     |
| <b>EFT6046</b> | <b>16/10/20</b> | <b>Payroll deductions</b>                    |   |                | <b>-\$ 50.00</b>    |
|                | 14/10/20        |  | Payroll deductions  | \$ 50.00       |                     |
| <b>EFT6047</b> | <b>16/10/20</b> | <b>Synergy</b>                               |   |                | <b>-\$ 745.83</b>   |
|                | 02/10/20        |  | Street lighting<br><i>Usage</i>   | \$ 745.83      |                     |
| <b>EFT6048</b> | <b>16/10/20</b> | <b>T-Quip</b>                                |   |                | <b>-\$ 1,851.65</b> |
|                | 30/09/20        |  | Plant parts<br><i>Seat, Rear grass basket</i>   | \$ 1,851.65    |                     |
| <b>EFT6049</b> | <b>16/10/20</b> | <b>WALGA</b>                                 |   |                | <b>-\$ 40.00</b>    |
|                | 22/09/20        |  | LG Information Forum - 24/09/20<br><i>Belinda Knight</i>  | \$ 40.00       |                     |
| <b>EFT6050</b> | <b>16/10/20</b> | <b>Williams Community Resource Centre</b>    |   |                | <b>-\$ 754.80</b>   |

| Chq/EFT        | Date            | Name   | Description   | Invoice Amount | Payment Amount      |
|----------------|-----------------|--|---|----------------|---------------------|
|                | 08/10/20        |  | Auschem course<br><i>Ian Price, Tony Slann, Catering, Manuals</i>                                 | \$ 754.80      |                     |
| <b>EFT6051</b> | <b>27/10/20</b> | <b>Armadale Mower World &amp; Service Co</b>       |   |                | <b>-\$ 143.80</b>   |
|                | 30/09/20        |  | Depot materials<br><i>Chute discharge, Oil filter</i>   | \$ 143.80      |                     |
| <b>EFT6052</b> | <b>27/10/20</b> | <b>Australian Taxation Office</b>                  |   |                | <b>-\$10,092.00</b> |
|                | 30/09/20        |  | BAS - Sep 20<br><i>GST on Sales, Group Tax Clearing, GST on Purchases, Fuel Credits, Rounding</i> | \$10,092.00    |                     |
| <b>EFT6053</b> | <b>27/10/20</b> | <b>Belinda Kaye Knight</b>                         |   |                | <b>-\$ 136.80</b>   |
|                | 12/10/20        |  | Reimbursement<br><i>95% - CEO Mobile Phone</i>  | \$ 136.80      |                     |
| <b>EFT6055</b> | <b>27/10/20</b> | <b>Crossman Hot Water &amp; Plumbing</b>           |   |                | <b>-\$ 1,064.80</b> |
|                | 02/10/20        |  | Unblock urinal - Watts St toilets<br><i>Labour, Materials</i>                                     | \$ 569.80      |                     |
|                | 02/10/20        |  | Plumbing repairs - Caravan Park<br><i>Labour, Materials</i>                                       | \$ 214.50      |                     |
|                | 02/10/20        |  | Control valve - Standpipe<br><i>Supply &amp; install</i>  | \$ 280.50      |                     |
| <b>EFT6056</b> | <b>27/10/20</b> | <b>Forpark Australia</b>                           |   |                | <b>-\$ 103.40</b>   |
|                | 13/10/20        |  | Playground materials<br><i>Swing seat</i>   | \$ 103.40      |                     |
| <b>EFT6057</b> | <b>27/10/20</b> | <b>Fremantle Enzed</b>                             |   |                | <b>-\$ 906.14</b>   |
|                | 25/09/20        |  | Hydraulic hose repair - WD.141<br><i>Labour, Parts, Service &amp; travel fee</i>                  | \$ 601.11      |                     |
|                | 02/10/20        |  | Hydraulic hose repair - WD.1827<br><i>Parts, Labour, Service &amp; travel fee</i>                 | \$ 305.03      |                     |
| <b>EFT6058</b> | <b>27/10/20</b> | <b>Fuel Distributors of WA</b>                     |   |                | <b>-\$ 241.69</b>   |
|                | 01/10/20        |  | Plant materials<br><i>Truck wash</i>  | \$ 241.69      |                     |
| <b>EFT6059</b> | <b>27/10/20</b> | <b>Landgate</b>                                    |   |                | <b>-\$ 82.22</b>    |
|                | 01/10/20        |  | Other DLI invoices  | \$ 82.22       |                     |
| <b>EFT6060</b> | <b>27/10/20</b> | <b>Local Government Professionals Australia WA</b> |   |                | <b>-\$ 1,672.00</b> |
|                | 24/09/20        |  | Refund<br><i>Lighthouse Grant</i>   | \$ 1,672.00    |                     |
| <b>EFT6061</b> | <b>27/10/20</b> | <b>Perfect Computer Solutions</b>                  |   |                | <b>-\$ 170.00</b>   |
|                | 15/10/20        |  | Monthly IT maintenance<br><i>Labour</i>   | \$ 170.00      |                     |
| <b>EFT6062</b> | <b>27/10/20</b> | <b>Resumes WA</b>                                  |   |                | <b>-\$ 724.00</b>   |
|                | 14/10/20        |  | OSH Project Officer (Temp)<br><i>Labour, Field allowance</i>                                      | \$ 724.00      |                     |
| <b>EFT6063</b> | <b>27/10/20</b> | <b>The Lock Man Security</b>                       |   |                | <b>-\$ 216.00</b>   |
|                | 14/10/20        |  | Replace computer room lock<br><i>Labour</i>   | \$ 216.00      |                     |
| <b>EFT6064</b> | <b>27/10/20</b> | <b>The Workwear Group</b>                          |   |                | <b>-\$ 2,407.14</b> |
|                | 22/09/20        |  | PPE - Alister Humes<br><i>Trousers, Boots, Shirts, Jumper</i>                                     | \$ 361.80      |                     |
|                | 22/09/20        |  | PPE - Ian Price<br><i>Trousers, Boots, Shirt, Jumper</i>  | \$ 285.00      |                     |
|                | 22/09/20        |  | PPE - Thomas Martin<br><i>Trousers, Boots, Shirt, Jacket</i>                                      | \$ 362.37      |                     |
|                | 22/09/20        |  | PPE - Mark Whitmore<br><i>Trousers, Boots, Shirt, Jacket</i>                                      | \$ 285.57      |                     |

| Chq/EFT         | Date            | Name                                 | Description  | Invoice Amount | Payment Amount      |
|-----------------|-----------------|--------------------------------------|--|----------------|---------------------|
|                 | 23/09/20        |                                      | PPE - Jordan Annesley<br><i>Trousers, Shirt</i>                | \$ 76.80       |                     |
|                 | 23/09/20        |                                      | PPE - Stephen Bullock<br><i>Trousers, Shirts, Jumper</i>       | \$ 236.40      |                     |
|                 | 28/09/20        |                                      | PPE - Chris Annesely<br><i>Trousers, Shirts</i>                | \$ 230.40      |                     |
|                 | 28/09/20        |                                      | PPE - Brad Hunt<br><i>Trousers, Shirts</i>                     | \$ 248.40      |                     |
|                 | 29/09/20        |                                      | PPE - Tony Slann<br><i>Trousers, Boots, Shirts</i>             | \$ 320.40      |                     |
| <b>EFT6065</b>  | <b>27/10/20</b> | <b>Wandering Smash Repairs</b>       |  |                | <b>-\$ 1,628.00</b> |
|                 | 09/10/20        |                                      | Blast & paint watertank frame<br><i>Labour &amp; materials</i> | \$ 1,628.00    |                     |
| <b>DD3507.1</b> | <b>14/10/20</b> | <b>WA Super</b>                      |  |                | <b>-\$ 4,334.07</b> |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 3,437.56    |                     |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 896.51      |                     |
| <b>DD3507.2</b> | <b>14/10/20</b> | <b>Prime Super</b>                   |  |                | <b>-\$ 373.15</b>   |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 170.00      |                     |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 203.15      |                     |
| <b>DD3507.3</b> | <b>14/10/20</b> | <b>ANZ OnePath Masterfund</b>        |  |                | <b>-\$ 385.91</b>   |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 98.95       |                     |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 286.96      |                     |
| <b>DD3507.4</b> | <b>14/10/20</b> | <b>Colonial First State</b>          |  |                | <b>-\$ 450.15</b>   |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 115.42      |                     |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 334.73      |                     |
| <b>DD3507.5</b> | <b>14/10/20</b> | <b>SuperWrap Personal Super Plan</b> |  |                | <b>-\$ 89.26</b>    |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 89.26       |                     |
| <b>DD3507.6</b> | <b>14/10/20</b> | <b>Australian Super</b>              |  |                | <b>-\$ 118.30</b>   |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 118.30      |                     |
| <b>DD3507.7</b> | <b>14/10/20</b> | <b>MobiSuper</b>                     |  |                | <b>-\$ 259.49</b>   |
|                 | 14/10/20        |                                      | Payroll deductions   | \$ 259.49      |                     |
| <b>DD3508.1</b> | <b>05/10/20</b> | <b>Telstra</b>                       |  |                | <b>-\$ 1,207.98</b> |
|                 | 18/09/20        |                                      | Payroll deductions   | \$ 1,207.98    |                     |
| <b>DD3515.1</b> | <b>28/10/20</b> | <b>WA Super</b>                      |  |                | <b>-\$ 4,497.71</b> |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 3,556.50    |                     |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 941.21      |                     |
| <b>DD3515.2</b> | <b>28/10/20</b> | <b>Prime Super</b>                   |  |                | <b>-\$ 429.49</b>   |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 170.00      |                     |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 259.49      |                     |
| <b>DD3515.3</b> | <b>28/10/20</b> | <b>ANZ OnePath Masterfund</b>        |  |                | <b>-\$ 428.85</b>   |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 109.96      |                     |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 318.89      |                     |
| <b>DD3515.4</b> | <b>28/10/20</b> | <b>Colonial First State</b>          |  |                | <b>-\$ 450.15</b>   |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 115.42      |                     |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 334.73      |                     |
| <b>DD3515.5</b> | <b>28/10/20</b> | <b>SuperWrap Personal Super Plan</b> |  |                | <b>-\$ 89.26</b>    |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 89.26       |                     |
| <b>DD3515.6</b> | <b>28/10/20</b> | <b>Australian Super</b>              |  |                | <b>-\$ 103.51</b>   |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 103.51      |                     |
| <b>DD3515.7</b> | <b>28/10/20</b> | <b>MobiSuper</b>                     |  |                | <b>-\$ 252.66</b>   |
|                 | 28/10/20        |                                      | Payroll deductions   | \$ 252.66      |                     |
| <b>DD3518.1</b> | <b>26/10/20</b> | <b>Telstra</b>                       |  |                | <b>-\$ 59.36</b>    |
|                 |                 |                                      | Tims Messaging   | \$ 59.36       |                     |
| <b>DD3522.1</b> | <b>01/10/20</b> | <b>HICAPS</b>                        |  |                | <b>-\$ 25.00</b>    |
|                 | 30/09/20        |                                      | Terminal rental fee<br><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<br><i>Sep 2020</i>   | \$ 4.62        |                |
| DD3522.3 | 01/10/20 | First Data Merchant Solutions |                                      |                | -\$ 183.89     |
|          | 30/09/20 |                               | Merchant Fee<br><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**

There being no further business, the meeting closed at 6:16pm