

# **MINUTES**

# ORDINARY MEETING OF COUNCIL

**16 FEBRUARY 2021** 



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# SHIRE OF GINGIN

# MINUTES OF THE ORDINARY MEETING OF THE SHIRE OF GINGIN HELD IN THE COUNCIL CHAMBER ON TUESDAY, 16 FEBRUARY 2021 AT 3.02 PM

# DISCLAIMER

Members of the Public are advised that decisions arising from this Council Meeting can be subject to alteration.

Applicants and other interested parties should refrain from taking any action until such time as written advice is received confirming Council's decision with respect to any particular issue.

# **ORDER OF BUSINESS**

# 1. <u>DECLARATION OF OPENING</u>

The Shire of Gingin would like to acknowledge the Yued people who are the traditional custodians of this land. The Shire would like to pay respect to the Elders past, present and emerging of the Yued Nation and extend this respect to all Aboriginal people. The Shire also recognises the living culture of the Yued people and the unique contribution they have made to the Gingin region.

The Shire President declared the meeting open at 3:02pm and welcomed those in attendance.

# 2. RECORD OF ATTENDANCE, APOLOGIES AND LEAVE OF ABSENCE

# 2.1 ATTENDANCE

Councillors – C W Fewster (Shire President), J Morton, F Johnson L Balcombe, J Court, J C Lobb, F J Peczka and A R Vis.

Staff – A Cook (Chief Executive Officer), L Crichton (Executive Manager Corporate and Community Services), A Butcher (Executive Manager Operations), R Kelly (Executive Manager Regulatory and Development Services), K Bacon (Manager Statutory Planning), M Wallace (Marketing and Communications Officer) K Okley (Personal Assistant to Chief Executive Officer) and G Koorasingh (Governance Support Officer/Minute Officer)

Gallery – There was 1 member of the public present in the Gallery.

# 2.2 APOLOGIES

J K Rule (Deputy Shire President)

2.3	LEAVE OF ABSENCE
Nil	
3.	DISCLOSURES OF INTEREST
Nil	
4.	PUBLIC QUESTION TIME
4.1	RESPONSES TO PUBLIC QUESTIONS PREVIOUSLY TAKEN ON NOTICE
Nil	
4.2	PUBLIC QUESTIONS
Nil	
5.	PETITIONS, DEPUTATIONS AND PRESENTATIONS
5.1	PETITIONS
Nil	
5.2	DEPUTATIONS
Nil	
5.3	PRESENTATIONS
Nil	
6.	APPLICATIONS FOR LEAVE OF ABSENCE
Nil	
7.	CONFIRMATION OF MINUTES

# **OFFICER RECOMMENDATION**

**MOVED: Councillor Morton** 

Nil

That the Minutes of the Ordinary Council meeting held on 19 January 2021 and Special Council meeting held on 2 February 2021 be confirmed as a true and accurate record. CARRIED UNANIMOUSLY

8. ANNOUNCEMENTS BY THE PRESIDING MEMBER

Nil

9. UNRESOLVED BUSINESS FROM PREVIOUS MEETINGS

**SECONDED: Councillor Balcombe** 

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

Nil

# 11. REPORTS

# 11.1. OFFICE OF THE CEO

# 11.1.1 DEED OF VARIATION AND EXTENSION OF LEASE - PORTION OF LOTS 1 AND 2 WELD STREET, GINGIN (PERTH DIOCESAN TRUSTEES TO SHIRE OF GINGIN)

1 41	1			
Location:	Lots 1 And 2 Weld Street, Gingin			
Applicant:	Perth Diocesan Trustees			
File:	A5994; A4085			
Author:	Lee-Anne Burt – Governance Officer			
Reporting Officer:	Aaron Cook – Chief Executive Officer			
Report Date:	16 February 2021			
Refer:	21 September 2004 Item 10.1.1			
Appendices:	1. Site Plan – Lots 1 and 2 Weld Street, Gingin			
	2. Deed of Variation and Extension of Lease			
	3. Primary Lease – Perth Diocesan Trustees to Shire			
	of Gingin			

# **DISCLOSURES OF INTEREST**

Nil

# **PURPOSE**

To consider a Deed of Variation and Extension of Lease for those portions of Lots 1 and 2 Weld Street, Gingin currently leased by the Perth Diocesan Trustees to the Shire of Gingin.

# **BACKGROUND**

The Shire of Gingin first entered into a lease arrangement with the Perth Diocesan Trustees (the Trustees) for portions of Lots 1 and 2 Weld Street, Gingin in 1982, and has continued to lease the land subject to various lease formats over the intervening 39 years. The land, as shown in **Appendix 1**, is utilised to provide public car parking and as an extension of Granville Park on the north-eastern bank of the Gingin Brook.

The most recent lease agreement commenced on 1 July 2015 for a term of five years expiring on 30 June 2020, with provision for a further term of five years.

In accordance with the requirements of the lease, the Shire made written request to the Trustees in May 2020 in regard to entering into the further term. In doing so, the Shire requested a number of amendments to address the following issues:

- 1. The wording of the existing lease specifically prohibits the Shire from allowing the parking of motor vehicles anywhere in the leased area (apart from the area identified for car parking) without first obtaining the Trustees' prior written consent.
- 2. The parking area cannot be utilised for any purpose other than a public car park.

As Council is aware, a portion of the leased area forms part of Granville Park, which is extremely popular with both local residents and visitors to Gingin. A number of significant community events are conducted in the Park, and the current terms of the lease have created obstacles in the past to utilising the leased area to its fullest potential during these events. In particular, the requirement for the Shire to seek approval from the Trustees for each individual event where access by vehicles to the leased area is required have impacted in this regard.

Similarly, with respect to the parking area, there have been instances where the Shire has wished to use the car park temporarily for a purpose other than parking (for example the erection of marquees or stalls during community events) for which permission has not been forthcoming.

The restrictions imposed by the lease not only affect the Shire's ability to issue timely event approvals to applicants, but also pose an impediment to use of the area to its full extent by the community.

At the conclusion of negotiations, both parties have agreed to the requested amendments as well as an extension of the lease term. A copy of the Deed of Variation and Extension of Lease (the Deed) is provided as **Appendix 2**.

A copy of the primary lease is provided for information purposes as **Appendix 3**.

It should be noted that, although the primary lease and the Deed both refer to Lots 1 and 2 Weld Street, Item 1(b) of the Schedule specifically excludes the former arboretum area (portion of Lot 2) and the grounds of St Luke's Church and graveyard from the leased premises.

# COMMENT

As a result of the agreed amendments, the term of the lease will be extended to ten years with two further terms of five years, giving an effective expiry date of 30 June 2040.

In addition, the amended lease will now permit:

- 1. Use of the parking area for other purposes, provided that those purposes are in support of community events and access to the Church is maintained.
- 2. Use of the area identified in the lease as the "picnic area" for community events including the parking of vehicles where the parking is in support of the event.

In return, the Lessor will be allowed unrestricted free access to the leased premises for Church events, provided that a booking for the premises is made using the Shire's standard booking process and doesn't conflict with an existing booking. Additionally, if the parking area is being utilised on a Sunday morning or at other times when Church services or events have been scheduled, then arrangements must be put in place to ensure access to the Church facilities, including the availability of adequate parking space for Church attendees.

# STATUTORY/LOCAL LAW IMPLICATIONS

Nil

# **POLICY IMPLICATIONS**

Nil

# **BUDGET IMPLICATIONS**

Currently the Shire pays an annual rent equivalent to the Shire rates levied on the Anglican Church Rectory. For the 2019/20 financial year, the rental paid was \$1,559. The proposed Deed of Variation and Extension of Lease will have no impact on the existing rent arrangements.

# STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Community Wellbeing		
Objective	1 – To support the Shire of Gingin community to be inclusive, vibrant,		
	healthy and safe through the Shire's service delivery.		
Outcome	1.2 Vibrant		
	Our community can participate in a range of activities and events that		
	celebrate and promote our unique lifestyle and heritage.		
Key Service	Shire Events		
Areas			
Priorities	Support and promote local and regional events that offer clear		
	economic and social benefits to the community.		
Focus Area	Infrastructure & Development		
Objective	3 – To effectively manage growth and provide for community through		
	the delivery of community infrastructure in a financially responsible		
	manner.		
Outcome	3.2 Community Infrastructure		
	The Shire provides fit for purpose community infrastructure in a		
	financially responsible manner.		
Key Service	Community Infrastructure		
Areas			
Priorities	N/A		

# **VOTING REQUIREMENTS – SIMPLE MAJORITY**

# COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Balcombe

# **That Council:**

1. Agree to enter into the Deed of Variation and Extension of Lease applicable to Part Lots 1 and 2 Weld Street, Gingin as shown at Appendix 2.

2. Authorise the Shire President and the Chief Executive Officer to execute the Deed, including affixing of the Common Seal of the Shire of Gingin.

**CARRIED UNANIMOUSLY** 

# **APPENDIX 1**



# **APPENDIX 2**



# THE PERTH DIOCESAN TRUSTEES

AND

# SHIRE OF GINGIN

# DEED OF VARIATION AND EXTENSION OF LEASE LOTS 1 AND 2 WELD STREET, GINGIN

EMR: 05094

WARREN SYMINTON RALPH PTY LTD ACN 109 375 331 AN INCORPORATED LEGAL PRACTICE TRADING AS WSR LAW Liability limited by a scheme approved under Professional Standards Legislation

Level 2, Norfolk House 3 Norfolk Street, Fremantle Western Australia 6160 PO Box 1281, Fremantle WA 6959 Ph: 61 (0)8 9435 9435 Fax: 61 (0)8 9433 4533 email: admin@wsrlaw.com.au www.wsrlaw.com.au THIS DEED is made on the

day of

2021

## BETWEEN:

THE PERTH DIOCESAN TRUSTEES of Level 5, Church House, 3 Pier Street, Perth, Western Australia ("the Lessor")

AND

SHIRE OF GINGIN of 7 Brockman Street, Gingin, Western Australia ("the Lessee")

### WHEREAS:

- A. By the Lease the Lessor leased the Premises to the Lessee for the Term upon the terms and conditions contained therein.
- B. The Lessor and the Lessee have agreed to vary the provisions of the Lease upon the terms and conditions contained in this Deed.
- C. At the Lessee's request the Lessor has agreed to renew the Term of the Lease for the New Extended Term upon the terms and conditions contained in this Deed.

NOW THIS DEED WITNESSES as follows:

## 1. INTERPRETATION

(1) In this Deed unless inconsistent with the context or subject matter the following terms shall have the following meanings:

"Balance of the Term" means the unexpired residue of the Term and the Extended Term;

"Date of Variation" means the date of variation specified in Item 3 of the Schedule;

"Deed" means this deed;

"First Further Term" means the period of five (5) years commencing on the 1<sup>st</sup> day of July 2030 and expiring on the 30<sup>th</sup> day of June 2035;

"Former Extended Term" means the period of five (5) years commencing on the 1<sup>st</sup> day of July 2020 and expiring on the 30<sup>th</sup> day of June 2025;

"Lease" means the lease dated the 20th day of November 2015 made between the Lessor and the Lessee;

"Lesse's Covenants" means all or any of the covenants and agreements contained in or implied by the Lease or this Deed to be observed and performed by any person other than the Lessor;

**New Extended Term**" means the period of ten (10) years commencing on the 1<sup>st</sup> day of July 2020 and expiring on the 30<sup>th</sup> day of June 2030;

"Premises" means the premises described in Item 1 of the Schedule;

"Rent" means the annual rent and any variation of that rent payable by the Lessee pursuant to clause 2(2) of the Lease;

"Schedule" means the schedule to this Deed;

"Second Further Term" means the period of five (5) years commencing on the 1<sup>st</sup> day of July 2035 and expiring on the 30<sup>th</sup> day of June 2040;

"Secured Moneys" means the whole of the Rent GST interest service and utility charges and all other moneys which from time to time may become payable by the Lessee to the Lessor directly or indirectly under or in respect of pursuant to or relating to this Lease and any variation thereof; and

"Term" means the term of five (5) years commencing on the 1<sup>st</sup> day of July 2015 and expiring on the 30<sup>th</sup> day of June 2020 as extended by the New Extended Term, the First Further Term and the Second Further Term.

- (2) In this Deed unless the context otherwise requires:
  - (a) the terms "Lessor" and "Lessee" shall include (as the case may be) their respective executors, administrators, personal representatives, successors in title, transferees and permitted assigns;
  - (b) where two or more persons are a party to this Deed the covenants and agreements on their part shall bind and be observed and performed by them jointly and by each of them severally;
  - except in the Schedule headings shall not affect the interpretation of this Deed;
     and
  - (d) words contained in this Deed shall have the same meaning as specified in the Lease.

### 2. VARIATION OF LEASE

The Lease shall be varied as mentioned in Item 2 of the Schedule to the intent that from and including the Date of Variation it shall be read and construed with that variation incorporated in the Lease and shall bind the parties to the Lease accordingly.

# 3. EXTENSION OF LEASE

- (1) The Lessor LEASES the Premises to the Lessee for the New Extended Term SUBJECT to the payment of the Secured Moneys and the observance and performance of all and singular of the other Lessee's Covenants.
- (2) The extension of the Lease for the New Extended Term pursuant to this Deed is made on the same terms and conditions and subject to the same agreements on the part of the Lessor and the Lessee respectively and the same powers as were expressed in or implied by the Lease as if the same were set out in this Deed in full (as varied by this Deed).

# 4. LESSEE'S COVENANTS

The Lessee COVENANTS with the Lessor to:

- pay the Secured Moneys at the times and in the manner specified in the Lease;
   and
- (b) observe and perform all and singular of the other Lessee's Covenants during the New Extended Term (as varied by this Deed) from and including the Date of Variation.

## 5. MUTUAL AGREEMENTS

The Lessor and the Lessee MUTUALLY AGREE that:

- (a) except as varied by this Deed the Lessee's Covenants shall after the Date of Variation remain in full force and effect and be unaffected by this Deed; and
- (b) this Deed shall not affect the Lessee's Covenants prior to the Date of Variation.

EXECUTED by the parties hereto as a Deed on the date mentioned above.

# SCHEDULE

## Item 1 - Premises:

The Land and all improvements erected thereon but excluding the arboretum, Church grounds and graveyard on the Land as outlined on the plan attached to the Lease as coloured orange and blue comprising the total lettable area.

## Item 2 - Manner of Variation:

- The Lessor and the Lessee MUTUALLY AGREE as follows:
- (1) Clause 3(14)(d) (Lessee's Covenants) is deleted and the following clause inserted instead:
  - "(d) Within the Premises:
    - (i) use that part of the Land coloured green on the plan attached ("the Parking Area") for the purpose of a public car park with occasional use for other purposes in support of community events, subject to maintaining access to the Church facilities on Sunday mornings, and at other times when Church services or events have been scheduled. This includes ensuring the availability of adequate parking space for Church attendees between 8am and noon on Sundays or from one (1) hour prior until one (1) hour after Services on other days when Services are held;
    - (ii) use the remainder of the Premises identified as that part of the Land coloured green on the plan attached ("the Picnic Area") for the purposes of community events (including the parking of motor vehicles specifically in support of permitted uses), picnic and recreation and purposes incidental thereto; and

- (iii) allow the Lessor unrestricted free access to the Premises for other non-specific Church events as proposed as detailed in clause 3(14)(d)(ii) provided that a booking is made using the Lessee's standard booking procedure and does not conflict with any existing booking for the Premises."
- (2) Clause 3(14)(e) (Lessee's Covenants) is deleted and the following clause inserted instead:
  - "(e) vehicles and stalls using the Premises must not be positioned in a manner that obstructs access to the Church and its environs."
- (3) Clause 3(14)(h) (Lessees Covenants) is deleted and the following clause inserted instead:
  - "(h) keep the Premises free of rubbish; and"
- (4) Clause 3(14)(i) (Lessee's Covenants) is deleted and the following clause inserted instead:
  - "(i) except in the case of emergency repairs, not use the Premises for cleaning or repairing of vehicles."
- (5) Item 6 of the Schedule (Permitted Business) is deleted and the following item inserted instead:

"Car parking area, community events, picnic and recreation."

- (6) Item 9(4)(i) of the Schedule is deleted and the following item inserted instead:
  - "(4) as to the Parking Area the Lessee shall:
    - (i) use the Parking Area for the purpose of a public car park with occasional use for other purposes in support of community events, subject to maintaining access to the Church facilities on Sunday mornings and at other times when Church services or events have been scheduled. This includes ensuring the availability of adequate parking space for Church attendees between 8am and noon on Sundays or from one (1) hour prior until one (1) hour after Services on other days when Services are held."
- (7) Item 9(5)(i) of the Schedule is deleted and the following item inserted instead:
  - "(5) as to the Picnic Area the Lessee shall:
    - (i) use the Picnic Area for the purposes of community events (including the parking of motor vehicles specifically in support of permitted uses), picnic and recreation and purposes incidental thereto."

(8) Item 7 of the Schedule is amended by deleting the current definition of "Extended Term" and inserting the following definitions instead:

""Extended Term" means the period of ten (10) years commencing on the 1st day of July 2020 and expiring on the 30th day of June 2030;

**"First Further Term"** means the period of five (5) years commencing on the 1<sup>st</sup> day of July 2030 and expiring on the 30<sup>th</sup> day of June 2035;

"Second Further Term" means the period of five (5) years commencing on the 1<sup>st</sup> day of July 2035 and expiring on the 30<sup>th</sup> day of June 2040;"

# Item 3 - Date of Variation

The 1st day of July 2020.

EXECUTED BY:	
The Common Seal of THE PERTH DIOCESAN TRUSTEES as Lessor was hereunto affixed by its authority:	)
Archbishop/Administrator	
Trustee:	
Secretary:	
EXECUTED BY:	
The Common Seal of the SHIRE OF GINGIN is hereunto affixed pursuant to a resolution of the Council and in the presence of:	1
President	
Shire Clerk	

# **APPENDIX 3**

# WARREN SYMINTON RALPH

LAWYERS

# **LEASE**

# THE PERTH DIOCESAN TRUSTEES

and

# SHIRE OF GINGIN

# Ref:EMR:03595

WARREN SYMINTON RALPH PTY LTD ACN 109 375 331 AN INCORPORATED LEGAL PRACTICE Liability limited by a scheme approved under Professional Standards Legislation

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(23)		19
(24)	WESTERN AUSTRALIAN PLANNING COMMISSION CONSENT	20
(25)	ENTIRE AGREEMENT	20
(26)	PROOF OF BREACH	20
6.	GOODS AND SERVICES TAX	20
7.	LIMITATION OF LIABILITY	21
SCE	HEDULE	23
PLA	N.	27

THIS	LEASE is made on the	20°	day of	November	2015
BETW	VEEN:				
	<b>THE PERTH DIOCESAN TRUSTEES</b> of 8 <sup>th</sup> Floor, QBE House, 200 St Georges Terrace, Perth, Western Australia ("the Lessor")				
AND:	AND:				
SHIRE	SHIRE OF GINGIN of Brockman Street, Gingin, Western Australia ("the Lessee")				
WHER	REAS:				
A.	The Lessor is the registered Premises form part.	proprietor of	an estate ir	n fee simple of the Land	d on which the
B.	At the Lessee's request the lon lease the Premises for the	Lessor has ag e Term on the	greed to lease terms and	se and the Lessee has conditions contained he	agreed to take erein.
NOW	THIS LEASE WITNESSES:				
1.	INTERPRETATION				
(1) In this Lease unless the context otherwise requires the following terms shall have the following meanings:					shall have the
	"Commencement Date" me	eans the date	specified in	Item 2 of the Schedule	;
	"Corporation" means any b	ody corporate	э;		
	"Expiration Date" means the date specified in Item 2 of the Schedule;				
	"Extended Term" means th	e extended to	erm specifie	d in Item 7 of the Scheo	lule;
"GST" means any value added tax, turnover tax, consumption tax, goods and sen or any similar tax, impost or duty introduced by the Commonwealth of Australia State or Territory of Australia whether before, on or after the Commencement Dat is or may be levied or becomes payable in connection with the Secured Moneys, th of the Premises or any goods, services, facilities or other things by the Lesse Lessee under this Lease or any extension renewal or holding over thereof;			ustralia or any nt Date, which eys, the supply		
"Land" means the land specified in Item 1(a) of the Schedule;					
"Lease" means this lease and the Schedule;					
"Lessee" means if a natural person includes the Lessee and his executors administrate and permitted assigns and if a Corporation includes the Lessee and its permitted assig and in either case where not repugnant to the context includes the Lessee's Employees Visitors;			mitted assigns		
	"Lessee's Covenants" me implied by this Lease to be o				pressed in or
	"Lessee's Employees or Lessee's agents customers upon the Premises with the	clients visito	rs contracto	ors and any other person	essee and the on at any time

(2) In this Lease unless the context otherwise requires:

- (a) a reference to any Act shall include all amendments or re-enactments thereof for the time being in force;
- (b) any covenant entered into by more than one person shall be deemed to have been entered into by them jointly and by each of them severally;
- (c) the captions and the headings to the clauses of this Lease are for index purposes only and this Lease is to be read and construed as though the captions and headings were not part of this Lease and without reference to the captions and headings;
- (d) the Lessee's Covenants are binding upon and enforceable against not only the Lessee as herein defined but also against any and every occupier whatever of the Premises or any part thereof for the time being and from time to time; and
- (e) the covenants on the part of the Lessor:
  - (i) bind only the person holding the reversionary estate of the Land immediately expectant upon the determination of the Term at the time of any act or default; and
  - (ii) do not render that person liable in damages except where the act or default
    of that person or its employees or agents occurs while that person is the
    registered proprietor of the Land,

PROVIDED THAT if the Lessor is acting as the trustee for a trust:

- the covenant on the part of the Lessor shall only bind the trustee for the time being of the trust whilst the Premises is an asset of the trust; and
- B. the liability of the Lessor under this Lease shall be limited to the net assets for the time being held in the hands of the Lessor or under is control as trustee of the trust.

# 2. LEASE AND RENT

(1) Lease

The Lessor leases to and the Lessee takes the Premises for the Term subject to the covenants implied by the Transfer of Land Act 1893 except as herein amended or qualified and subject to the terms and conditions contained herein PROVIDED THAT (without limiting any other right hereby granted or becoming vested in the Lessor) the Lessor shall be entitled to access to and the rights reserved in respect of the Premises in the terms hereof.

(2) Rent

The Lessee shall pay the Rent to the Lessor for the Premises.

(3) Dates for payment of Rent

The Rent shall be paid annually in advance on the dates specified in Item 3 of the Schedule.

#### (4)Rent Review Dates - Deleted

#### 3. LESSEE'S COVENANTS

The Lessee COVENANTS with the Lessor that:

#### (1) Payment of Rent

The Rent shall be paid by the Lessee free of deductions (and without any abatement or set-off) to the Lessor at the times, in the manner and at the address in Perth referred to in Item 3 of the Schedule or to such other place or to such agent as the Lessor shall from time to time specify by notice in writing to the Lessee.

#### (2)**Payment of Costs**

The Lessee shall pay on demand to the Lessor on a full indemnity basis:

- all legal costs charges and expenses incurred by the Lessor as a result of or attributable to any default or alleged default by the Lessee in observing or performing any of the Lessee's Covenants including without limitation all costs charges expenses and fees relating to the preparation and service of a notice under Section 81 of the Property Law Act 1969 requiring the Lessee to remedy any breach of any of the Lessee's covenants notwithstanding that forfeiture for the breach shall be avoided otherwise then by relief granted by the Court;
- (b) all solicitors' costs of and incidental to the instructions for and the preparation. negotiation, execution, registration and completion of this Lease and all counterparts thereof; and
- interest at the Prescribed Rate on all Rent and other moneys payable by the (c) Lessee to the Lessor under this Lease but unpaid for more than thirty (30) days from the respective due date computed on daily rests on the amount from time to time remaining owing from and including the due date until the date of payment.

#### Indemnities (3)

The Lessee acknowledges that it shall use occupy and keep the Premises at the risk of the Lessee in all respects and releases to the full extent permitted by law the Lessor its employees agents and contractors from all costs claims actions proceedings demand expenses judgments damages or losses of any kind whatever resulting from or attributable to any accident damage loss death or injury occurring on the Premises except to the extent that the same is caused by the negligence on the part of the Lessor its employees agents or contractors. Without limiting the generality of the foregoing the Lessee shall indemnify and keep indemnified the Lessor from and against:

- all costs claims actions proceedings demands expenses judgments damages and (a) losses suffered or incurred by the Lessor in connection with or resulting from the loss of life of or personal injury to any person or damage to any property wherever occurring arising from or out of or attributable to any occurrence in or about the Premises occasioned wholly or in part by any act neglect default or omission by the Lessee or any of the Lessee's Employees or Visitors on the Premises; and
- (b) any damage to the Premises or any other land or other property arising from or attributable to the:

- negligent use or misuse by the Lessee or the Lessee's Employees or (i) Visitors of any fixtures plant or equipment used or required in connection with the Lessor's Purposes or to the negligent use, misuse, waste or abuse of the water, gas, fuel, electricity, or other services or utilities or facilities in respect of the Premises; and
- (ii) escape overflow or leakage of water or other fluids from the Premises or of rain water.

#### (4) Insurance

The Lessee shall at the Lessee's expense effect and at all times maintain with a reputable public insurance office on behalf of the Lessee and the Lessor for their respective rights and interests:

- workers compensation and employer's indemnity insurance in respect of the (i) Lessee's employees; and
- a public liability policy with a cover of not less than TEN MILLION DOLLARS (ii) (\$10,000,000) or any increased sum as the Lessor may from time to time reasonably specify in respect of any one occurrence. The policy of insurance shall cover all claims demands proceedings judgments damages costs and losses of any nature whatsoever in connection with the loss of life of and or personal injury to any person and or damage to any property (wheresoever occurring) arising from or out of any occurrence at the Premises or any part thereof and caused wholly or in part by any act neglect default or omission by the Lessee or by the Lessee's Employees or Visitors.

#### Evidence of Insurance and Renewal (5)

The Lessee shall pay not later than the due date for payment specified in the first premium notice or demand received in respect thereof all premiums in respect of the insurances to be effected and maintained by the Lessee as herein provided and on demand shall produce any evidence of the policies and of the renewal thereof which the Lessor may from time to time require.

#### (6) Voiding Insurance Policies

Not at any time during the Term do, permit or suffer to be done any act matter or thing upon the Premises whereby any insurances in respect of the Premises may be vitiated or rendered void or voidable or whereby the rate of premium on any insurance shall be liable to be increased. If the Lessee shall do or permit to be done any act matter or thing which has the effect of invalidating or avoiding any policy of insurance taken out by the Lessor or the Lessee then the Lessee shall be responsible for any damage or loss which the Lessor may suffer or incur as a result thereof and shall pay to the Lessor any increased amount of premium over the existing premium which may be charged on any insurance covering the Premises (and anything contained therein) if the increased amount is caused by the nature of the business from time to time carried on by the Lessee or other occupier of the Premises or by reason of any act or omission of the Lessee or other occupier of the Premises.

#### (7) Hazards

The Lessee shall not bring onto or keep or permit to be brought onto or kept in or about the Premises any article thing or substance of a dangerous hazardous or inflammable nature (except for any items of a dangerous, hazardous or inflammable nature approved by the

Lessor which are used in the ordinary course of the Lessee's business) or permit any conduct in or about the Premises which shall or may increase the rate of any premium payable in respect of any policy of insurance in relation to the Premises. If:

- (a) in contravention of the above any policy of insurance is invalidated avoided or the payment of any moneys thereunder refused then without prejudice to any other claims or rights of the Lessor against the Lessee or any other person in respect thereof the Lessee shall pay on demand the full amount of any damage loss or deficiency as the case may be incurred by the Lessor as a result of or attributable to the breach; and
- (b) as a result of a contravention of the above any extra premium shall be payable in respect of any insurance policy the Lessee shall forthwith pay all extra premiums.

#### (8) Repairs and Maintenance

The Lessee shall at the Lessee's expense repair and make good any damage to the Premises or any fixtures to the Premises resulting from or attributable to the want of care negligence misuse or abuse by the Lessee or the Lessee's Employees or Visitors or from any breach of any of the Lessee's Covenants.

#### (9) No Alterations or Additions

- (a) The Lessee shall not without obtaining the prior written approval of the Lessor make or permit to be made any alterations or additions to the Premises.
- Any works approved by the Lessor shall be carried out at the Lessee's expense in (b) all respects including the costs of any architects builders or other qualified persons consulted by the Lessor in considering any proposals and in examining the progress and completion thereof and all costs in relation to the relocation or alteration of or adjustment to any plumbing electrical air-conditioning telephone emergency or other installations and services affected by those works.
- (c) At the expiration or sooner determination of the Term the Lessee shall if so required by the Lessor and at the Lessee's expense restore the Premises to their condition as existed prior to the carrying out of any works and make good to the reasonable satisfaction of the Lessor all damage to the Premises occasioned thereby.

#### (10)Legislation Orders and Regulations

- The Lessee shall at the Lessee's expense duly and punctually comply with and (a) observe and indemnify the Lessor in respect of all present and future Acts (State or Federal) ordinances orders regulations and by-laws and all orders requirements and notices from or by any Local or Public Authority including (but without limitation) Worksafe, the Western Australian Fire Brigades Board and or the Insurance Council of Australia which relate or apply to the Premises or any part thereof.
- (b) If any compliance or observance includes a requirement for structural alterations or additions to the Premises the Lessee's obligations hereunder shall in respect thereof only apply thereto insofar as they relate to the Lessee's business or the use to which the Premises are put by the Lessee or the number or sex of the Lessee's Employees or Visitors.

(c) All works which the Lessee is required to carry out shall be carried out only by the Lessee's contractors and tradesmen and in accordance with such plans specifications and schedules of works materials and finishes approved in writing by the Lessor before any works are commenced.

# (11) Permitting Lessor to Enter and Inspect

When and so often as the Lessor shall require the Lessor may by itself and or any person so authorised by the Lessor enter the Premises with a representative of the Lessee at all reasonable times upon giving reasonable prior notice to the Lessee (except in case of emergencies when no notice shall be required) to view the state of repair and condition thereof and to make any reasonable investigations which the Lessor may deem necessary to ascertain whether or not there has been any breach of any of the Lessee's Covenants and to serve upon the Lessee a notice in writing of any default there found requiring the Lessee to remedy the default in accordance with any covenant.

# (12) Lessor's Rights to Repair

- (a) If the Lessee fails to remedy any breach of any of the Lessee's obligations to repair under the terms of this Lease within seven (7) days of the date of service of a notice upon the Lessee requiring the Lessee to remedy the breach the Lessor without being under any obligation so to do may itself or by its employees agents and contractors without further notice enter the Premises at any time and to any extent necessary remain thereon with all necessary plant equipment and materials and carry out any repairs which the Lessor shall think fit.
- (b) If in the Lessor's opinion any repairs for which the Lessee is liable are required to be carried out as emergency repairs the Lessor and the Lessor's employees agents and contractors may without any prior notice enter and to any extent necessary remain on the Premises at any time to carry out any of those repairs and in either case the Lessee shall pay on demand to the Lessor the cost and expenses (including interest at the Prescribed Rate) incurred in making the repairs and shall indemnify the Lessor from and against any loss or liability incurred by the Lessor in respect of the default.

# (13) Nuisance

The Lessee shall not do or permit to be done on or about the Premises:

- (a) anything which may be a nuisance grievance disturbance or annoyance to the Lessor or to any tenant or occupier of other premises in the vicinity of the Premises;
- (b) any act matter or thing whereby a nuisance or anything in the nature of or which may be deemed to be a nuisance by any Local or Public Authority body or person or within the meaning of any Act (State or Federal) now or hereafter in force or any regulations or by-laws made thereunder may exist arise or continue upon or in connection with the Premises or any business carried on therein or therefrom or the use or occupation thereof and to abate forthwith any nuisance or alleged nuisance and carry out and comply with the provisions of every Act regulations and by-laws and with every order notice or requirement of any Local or Public Authority in reference thereto.

#### (14)**Use of Premises**

The Lessee shall:

- use the Premises only for the purpose of conducting therein the business described (a) in Item 6 of the Schedule and shall not without obtaining the Lessor's prior written consent use the Premises for any other purpose;
- (b) obtain from any Local or Public Authority any approvals permits consents or licences required by law to carry on the Lessee's business from the Premises;
- not use or permit to be used the Premises for any unlawful immoral noxious noisy (c) offensive trade business occupation or calling;
- (d) use the Premises only for the purpose of parking motor vehicles in the car parking area, picnic and recreation. Vehicles are not permitted to be parked in the picnic or recreation areas;
- (e) park vehicles within defined car parking bays on the Premises and not otherwise obstruct the Premises;
- (f) except for a small quantity of fuel in an appropriate container for emergency use, not allow any vehicle to contain any fuel other than in the vehicle's fuel tank;
- not allow any vehicle, so far as the Lessee can reasonably control, to drip oil or any (g) other harmful substance on to the floor of the Premises;
- (h) keep the defined car parking bays on the Premises free of rubbish; and
- except in the case of emergency repairs, not use the defined car parking bays on (i) the Premises for cleaning or repairing vehicles.

#### (15)**Town Planning**

The Lessee shall not do or permit to be done anything in breach of any applicable town planning scheme or zoning or whereby the zoning or permitted use of the Premises for their present purposes under any Act by-law order or scheme relating to town planning may be prejudiced or altered.

#### (16)**Access to Premises**

The Lessor shall be entitled by itself and by its employees consultants inspectors agents and contractors whenever deemed necessary by the Lessor to enter (and to the extent necessary to remain on) the Premises at all reasonable times upon giving reasonable prior notice to the Lessee with all necessary plant equipment and materials to erect make excavate lay or install on over or under the Premises and to make use of any pipe wire amplifier light alarm channel drain sump vent duct inlet outlet plant or machinery or other thing requisite for or in addition to any of the Lessor's Purposes and to enter upon the Premises at those times for the purpose of inspecting removing maintaining replacing repairing servicing altering or adding thereto in or about the Premises. The Lessor shall cause as little inconvenience disruption or damage to the Lessee as is practicable in the circumstances and the Lessee shall have no right to any abatement of Rent or compensation or damages in respect thereof.

#### (17)Assignment and Subletting

The Lessee shall not assign sublet transfer or part with possession of the Premises or any part thereof or the benefit of this Lease or any estate or interest therein or herein without obtaining the prior written consent of the Lessor and the provisions of Sections 80 and 82 of the Property Law Act 1969 shall not apply to this Lease. Subject to the provisions of this sub-clause the Lessor shall not unreasonably withhold its consent to an assignment or sublease of the whole of the Premises if:

- the Lessee shall prove to the satisfaction of the Lessor that the proposed sublessee or assignee is a respectable, responsible and solvent person of sound financial standing;
- all Rent and other moneys (and interest) then due and payable by the Lessee (b) pursuant to this Lease shall have been paid;
- (c) there shall not be at the time the consent is sought or at the date any sublease or assignment is to take effect any subsisting breach of any of the Lessee's Covenants:
- in the case of an assignment the assignee executes a Deed of Assignment (d) whereby the assignee covenants with the Lessor to observe and perform all of the Lessee's Covenants the assignment to be prepared by the Lessor's solicitors;
- the Lessee pays to the Lessor all costs and expenses including legal costs (e) administrative expenses stamp duty and other disbursements incurred or to be incurred by the Lessor in respect of the Deed of Assignment;
- the Lessee shall withdraw at the Lessee's expense any caveat registered by the (f) Lessee against the Land or any part thereof; and
- where any proposed sub-lessee or assignee is a Corporation the directors and (g) principal shareholder thereof at their expense execute and complete a Deed of Guarantee and Indemnity in a form prepared by the Lessor's solicitors in favour of the Lessor in respect to the payment of all Rent and the observance and performance of all of the Lessee's Covenants.

#### (18)Liabilities of Lessee to Continue

The covenants and agreements on the part of any assignee or sub-lessee with the Lessor expressed or implied in any Deed evidencing any assignment or sub-lease shall be deemed to be supplementary to those contained in this Lease and shall not in any way relieve or be deemed to relieve the Lessee from its liability under this Lease.

#### (19)Caveats

The Lessee may during the Term lodge a subject to claim caveat against the Land. The Lessee shall not at any time lodge an absolute caveat against the Land. The Lessee shall at the expiration or sooner determination of the Term or at any time at the request of the Lessor sign and lodge at the Lessee's expense a proper registrable withdrawal of any subject to claim caveat lodged against the Land by the Lessee. If the Lessee lodges an absolute caveat or fails to withdraw any subject to claim caveat the Lessee in consideration of the Lessor granting this Lease to the Lessee irrevocably APPOINTS the Lessor and the Trustees and Diocesan Secretary/General Manager thereof the agent and attorney of the Lessee and every director and secretary thereof to sign and lodge any withdrawal of caveat the cost of which shall be borne and paid by the Lessee forthwith upon demand and the

Lessee RATIFIES AND CONFIRMS and AGREES TO RATIFY AND CONFIRM all that the attorney shall do or cause to be done under or by virtue of this clause and shall indemnify the Lessor in respect of any loss arising from any act done under or by virtue of this clause.

#### (20)**Give Notices**

The Lessee shall forthwith:

- (a) on receipt thereof give to the Lessor copies of any notice received by the Lessee from any court or Local or Public Authority relating to the Premises or any part thereof or the use or occupation thereof;
- (b) upon any person dying or receiving any injury in the Premises or upon any accident occurring to or defect being found in any sanitary water gas or electric pipes or wires fixtures fittings plant or equipment or furnishings in the Premises give to the Lessor written notice and those full particulars thereof known to the Lessee: and
- give to the Lessor and any appropriate Local or Public Authority written notice of (c) any infectious illness occurring on the Premises and shall at the Lessee's expense thoroughly fumigate and disinfect the Premises to the satisfaction of the Lessor and those authorities and otherwise comply with their reasonable requirements in regard thereto.

#### (21)Yield Up

At the expiration or sooner determination of the Term the Lessee shall yield and deliver up possession of the Premises to the Lessor in a good and substantial repair order and condition and state of cleanliness and decoration consistent with the due and punctual observance and performance by the Lessee of the Lessee's Covenants.

#### (22)No Encumbrance of Interest in Lease

The Lessee shall not mortgage charge or encumber its interest in this Lease without obtaining the Lessor's prior written consent.

#### 4. LESSOR'S COVENANT

The Lessor COVENANTS with the Lessee to the intent to bind the registered proprietor from time to time of the Land but not so as to render the Lessor personally liable for any breach of any of the covenants on the Lessor's part herein expressed or implied unless arising from the negligent acts of the Lessor or the Lessor's agents or employees while the Lessor remains the registered proprietor of the Land that the Lessee duly paying the Rent and other moneys hereby reserved and observing and performing the other Lessee's Covenants shall peaceably and quietly hold and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming through under or in trust for the Lessor except as herein authorised.

#### **MUTUAL COVENANTS** 5.

The Lessor and the Lessee MUTUALLY COVENANT that:

#### (1) **Damages**

(a) The Lessee's obligations to observe or perform the Lessee's Covenants shall survive the expiration or other termination of this Lease and if the Lessee shall not have observed and performed the same the Lessor may in addition to any of other

rights at its option cause or do all things necessary for the observance and performance and the Lessor may recover from the Lessee as a liquidated debt payable on demand the costs and expenses thereof together with interest at the Prescribed Rate on the amount thereof from time to time remaining owing from the date of the expenditure of the costs to the date of repayment thereof by the Lessee

(b) In respect of each day following the date of the expiration or sooner determination of this Lease until the date on which the Lessee shall complete the observance and performance of the obligations of the Lessee's Covenants or any earlier date on which the Lessor shall in exercise of its powers conferred by this Lease cause any default by the Lessee in the observance or performance of its obligations to be remedied the Lessee shall pay to the Lessor and the Lessor may recover from the Lessee as and by way of liquidated damages a daily sum equal to 1/365th of the aggregate of the Rent payable by the Lessee for or in respect of the Premises for the twelve (12) months immediately preceding the date of termination.

#### (2) **Default Provisions**

If:

- the Rent or other Secured Moneys or any part thereof shall at any time be unpaid (a) for thirty (30) days after becoming due (whether formally demanded or not); or
- (b) the Lessee breaches or fails to observe or perform any other of the Lessee's Covenants and the breach non-observance or non-performance shall continue after the expiry of thirty (30) days (or, such further time as the Lessor may in any case specify) of written notice to the Lessee to remedy the same; or
- (c) any execution is issued against the Lessee; or
- the Premises shall be abandoned or otherwise left vacant, (d)

THEN and in any such case (but subject to the Bankruptcy Act 1966) the Lessor may at its option re-enter occupy and resume possession of the Premises or any part thereof in the name of the whole and thereupon this Lease (other than the provisions hereof applying for the benefit of the Lessor after the expiration of the Term) and the Term shall cease and determine but without releasing the Lessee from the obligation to pay the Rent accrued up to the time of the re-entry and without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's Covenants.

#### (3)**Essential Terms**

The Lessee covenants:

- to pay the Rent and other Secured Moneys; (a)
- to use the Premises only for those purposes specified in Item 6 of the Schedule; (b) and
- against assigning, subletting transferring or parting with possession of the Premises (c) or any part thereof or of the benefit of this Lease,

are all essential terms of this Lease and any breach of any of those covenants shall be regarded by the Lessor and the Lessee as a fundamental breach by the Lessee of this If the Lessor determines this Lease following such a breach then (without prejudicing or limiting any other right or remedy of the Lessor arising from the breach or

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otherwise under this Lease) the Lessor shall be entitled to recover from the Lessee and the Lessee covenants to pay to the Lessor as and by way of liquidated damages for the breach of the Rent which would have been payable by the Lessee for the unexpired residue of the Term remaining after the determination after making allowance for Rent which the Lessor by taking reasonable steps to relet the Premises obtains or could reasonably be expected to obtain by reletting the Premises for the unexpired residue of the Term on reasonable terms as to Rent and otherwise together with all costs and expenses incurred by the Lessor or which the Lessor reasonably expects to incur as a result of the early determination including (without limitation) all costs incurred by the Lessor in reletting or attempting to relet the Premises PROVIDED THAT:

- any reletting shall not be required to be on like terms as are herein expressed and implied;
- (ii) the acceptance by the Lessor of arrears or any late payment of the Rent shall not constitute a waiver of the essentiality of the Lessee's obligations to make these payments;
- the Lessor's entitlement to recover damages as specified above shall not be (iii) prejudiced or limited if the:
  - A. Lessee abandons or vacates the Premises;
  - B. Lessor elects to re-enter the Premises or to determine this Lease;
  - C. Lessor accepts the Lessee's repudiation of this Lease; or
  - D. Parties' conduct constitutes a surrender by operation of law;
- (iv) the Lessor shall be entitled to institute proceedings to recover damages as specified above either before or after any of the events or matters referred to in paragraph (iii) above;
- (v) any conduct by the Lessor to mitigate damages shall not of itself constitute acceptance of the Lessee's breach or repudiation or a surrender by operation of law; and
- nothing herein expressed or implied shall be construed to mean that none (vi) of the other Lessee's Covenants may be an essential term.

#### (4) Damage to the Premises

If at any time during the Term the Premises or any part thereof:

- is resumed or taken for any public purpose by any competent authority; or (a)
- (b) is destroyed or damaged by any risk insured against so as to render the Premises substantially unfit for the use and occupation of the Lessee or so as (in either case) to deprive the Lessee of substantial use of the Premises or so as to render the rebuilding or reconstruction of the Premises in its previous form impracticable or undesirable in the opinion of the Lessor,

# THEN:

this Lease may be terminated without compensation by either the Lessor or (i) the Lessee by notice in writing to the other PROVIDED THAT the Lessee may only terminate this Lease if:

- A. any policy of insurance effected in respect of any damage or destruction shall not have been vitiated or payment of the policy moneys refused in consequence of some act or default of the Lessee or any of the Lessee's Employees or Visitors; and
- B the Lessor shall have failed to rebuild or reinstate the Premises within a reasonable time after notice in writing from the Lessee having regard to the extent of the damage and the work required to rebuild or reinstate the Premises;
- any termination shall be without prejudice to the rights of either Party in (ii) respect of any antecedent breach matter or thing;
- (iii) nothing herein expressed or implied shall be deemed to impose any obligation upon the Lessor to rebuild or reinstate the Premises or to make the same fit for use and occupation of the Lessee; and
- upon the happening of any resumption damage or destruction the Rent or a (iv) proportionate part thereof depending on the nature or extent of the resumption destruction or damage shall abate until the Premises shall have been rebuilt or reinstated or made fit for the occupation and use of the Lessee or until the Lease shall have been terminated pursuant to paragraph (i) above as the case may be. Until mutual agreement between the Lessor and the Lessee as to the extent of the abatement or until determined as provided herein the Lessee shall continue to pay the Rent in full and upon any agreement or determination the Lessor shall refund free of interest to the Lessee any Rent which according to the agreement or determination has been overpaid. If any dispute arises in respect to the extent of the abatement it shall be referred at the request of either Party to a person nominated by the President for the time being of The Law Society of Western Australia (Inc.) and that nominee acting as an expert and not as an arbitrator shall determine the dispute at the equally-shared cost of the Lessor and the Lessee.

Notwithstanding anything in this sub-clause expressed or implied the Lessee shall have no right of termination and Rent shall not abate if the destruction or damage was caused or contributed to by the Lessee or the Lessee's Employees or Visitors.

#### (5) **Exclusion of Warranties**

The Lessee acknowledges and declares that no promise representation warranty or undertaking has been made or given by or on behalf of the Lessor in regard to the suitability of the Premises for any business to be carried on therein or therefrom or in regard to any fixtures fittings furnishings finish plant machinery or equipment of or in the Premises or as to the management or security of the Premises otherwise than as herein expressly contained.

#### (6) Ownership of Fixtures and Fittings

Any fixtures fittings chattels plant equipment and furnishings and other material or articles installed or left by the Lessor on or about the Premises at the Lessor's cost shall be deemed for all purposes to be part of the Premises and shall remain the property of the Lessor and the Lessee shall not at any time remove damage destroy alter or otherwise dispose of the same without obtaining the Lessor's prior written consent.

#### **Exclusion of Liability** (7)

Notwithstanding any implication or rule of law to the contrary the Lessor shall not in any circumstances be liable to the Lessee for any loss or damage suffered by the Lessee:

- (a) in consequence of or attributable in any way to any malfunction or breakdown in interference or interruption of or to the water gas electricity or any pipe wire amplifier light alarm channel drain sump vent duct inlet outlet plant or machinery in or connecting to the Premises or from the breakage blockage or overflow of any sewer waste-drain conduit cable wire gutter pipe or storm water drain from any cause whatsoever; and
- (b) by reason of the neglect or omission of the Lessor to do any act or thing to or in respect of the Premises which (as between the Lessor and the Lessee) the Lessor might be legally liable to do unless the Lessee shall have given to the Lessor notice in writing of the act or omission and the Lessor has without reasonable cause failed within a reasonable time thereafter to take proper steps to rectify the act or omission.

#### (8) **Holding Over**

If the Lessee continues to occupy the Premises after the expiration or sooner determination of the Term with the consent of the Lessor then the Lessee shall become a monthly tenant only of the Lessor but (unless otherwise agreed) at a rent equal to one twelfth of the Rent payable by the Lessee immediately preceding the expiration or sooner determination plus ten percentum (10%) per annum and otherwise on and subject to the same covenants and conditions mutatis mutandis as are herein expressed or implied.

#### (9) Moratorium

The application to this Lease of any moratorium or Statute (State or Federal) having the effect of extending the Term reducing or postponing the payment of the Rent or any part thereof or otherwise affecting the operation of the Lessee's Covenants or providing for compensation rights or privileges at the expense of the Lessor in favour of the Lessee or any other person is expressly excluded.

#### (10)Severance

If any condition covenant or stipulation of this Lease or the application thereof to any person or circumstances shall be or become invalid or unenforceable the remaining covenants conditions and stipulations shall not be affected thereby and each covenant condition and stipulation of this Lease shall be valid and enforceable to the fullest extent permitted by law.

#### (11)Waiver

(a) The Lessor's failure to take advantage of any default or breach of covenant on the part of the Lessee shall not be or be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this Lease be construed to waive or reduce the right of the Lessor to insist upon the observance or performance by the Lessee of any of the Lessee's Covenants.

- (b) No consent or waiver expressed or implied by the Lessor or on behalf of the Lessor to or in respect of any particular breach of any of the Lessee's Covenants shall be construed as a consent or waiver to or of any other breach of the same or any other of the Lessee's Covenants.
- (c) The acceptance by the Lessor of Rent under the Lease shall not be nor be deemed to be a waiver of any default or breach by the Lessee of any of the Lessee's Covenants or the Lessor's knowledge thereof at the time of acceptance of the Rent

# (12) Service of Notices

Any notice demand or request to be made or given pursuant to this Lease shall be in writing signed by the Party giving the notice or its agent or solicitors and may be served personally or may be served by being delivered or by being sent by prepaid security post:

- (a) to the address specified herein of the Party unless that Party has given notice of a substituted address for service of notices and then at that substituted address; or
- (b) in the case of a person to the usual place of abode or business of the person; or
- in the case of a corporation to its registered office principal place of business or principal office;

and shall be deemed to have been served on the:

- (d) day of delivery if delivered before 5.00pm on a business day, and otherwise on the business day next following; or
- (e) third business day immediately following the day of posting.

# (13) Option of Renewal

On the written request of the Lessee made not more than three (3) months nor less than one (1) month before the expiration of the Term and provided that there shall not at the date of exercise of the option and at the commencement date of the Extended Term be any unremedied breach non-observance or non-performance of any of the Lessee's Covenants the Lessor shall grant to the Lessee an extension of the Term for the Extended Term containing similar covenants and provisos as are herein expressed and implied (except for the right of extension the subject of this Clause 5(13)) and reserving to the Lessor a Rent from the commencement date of the Extended Term to be calculated and determined in accordance with the Rent review provisions contained herein.

# (14) Dispute Resolution

# (a) Notice of dispute

If any difference arises between the Lessor and the Lessee as to the interpretation of the provisions of this Lease or concerning any act matter or thing to be performed or observed under this Lease and if there is no express provision contained in this Lease for resolving the difference, then either of the Parties may give the other Party a notice of dispute adequately identifying and detailing the dispute and refer that dispute to an expert for determination, in which case this clause 5(14) will apply to the dispute.

#### (b) Obligations continue

The Lessor and the Lessee must continue to comply with their respective obligations under this Lease, despite the dispute, but need not continue to comply with their obligations in connection with the matter the subject of the dispute, unless each Party indemnifies the other against reasonable costs and losses suffered in complying with those obligations if the dispute is not resolved in favour of the indemnifying Party.

#### (c) Choice of expert

- (i) The expert to be appointed to determine the dispute must:
  - (A) be an independent expert;
  - (B) have at least five (5) years' experience at a senior level in a field relevant to the matter (and the size of the matter) in dispute;
  - (C) have a technical understanding of the issues in dispute;
  - (D) not have a significantly greater understanding of one Party's business or operations than of the other's so that the other Party may construe this as a bias; and
  - (E) be agreed between, and appointed jointly by, the Lessor and the Lessee or:
    - 1. (if the Lessor and the Lessee cannot agree on the expert within seven (7) days after agreeing to refer the dispute to expert determination) be chosen by the President or other senior officer for the time being of the body administering the relevant field; and
    - 2. (if a Party does not agree to appoint the agreed or chosen expert within seven (7) days after the expert is agreed or determined) be appointed by a Party on behalf of both Parties.
- (ii) Before being appointed, the expert must inform the Lessor and the Lessee of the extent of the expert's understanding of each Party's business or operations. If that information indicates a possible bias, then the expert must not be appointed unless both the Lessor and the Lessee agree on the appointment.

#### (d) Agreeing on relevant field

If the Parties cannot agree on the relevant field, either may refer the matter to the President for the time being of The Law Society of Western Australia (Inc.) whose decision as to the relevant field is final and binding on the Parties.

#### (e) Directions to expert

In determining the dispute, the expert must give effect to the intentions of the Lessor and Lessee in entering this Lease and the purposes of this Lease.

17 Expert's role (f) The expert must: act as an expert and not as an arbitrator; (i) proceed in the way the expert thinks fit without being bound to observe the (ii) rules of natural justice or the rules of evidence; (iii) not accept oral submissions unless both Parties are present; (iv) on receipt of a written submission from one Party, ensure that a copy of that submission be given to the other Party promptly; take into consideration all documents, information and other material given (v) by either Party that the expert, in its absolute discretion, considers relevant to the determination of the dispute; not be expected or required to obtain or refer to any other documents, (vi) information or material (but may do so if the expert wishes); issue a draft certificate stating the expert's intended determination within (vii) twenty (20) Business Days after appointment giving each Party ten (10) Business Days to make further submissions; issue a final certificate within ten (10) Business Days after the end of the (viii) period of ten (10) Business Days the Parties have to make submissions on the draft certificate, stating the expert's determination; and act expeditiously with a view to issuing the final certificate as soon as (ix) practicable. Complying with expert's directions (g) The Lessor and the Lessee must comply with the expert's directions in connection with the dispute, and, within the time period specified by the expert, give the expert: a short statement of facts; (i) (ii) a description of the dispute; and any other document, record or information the expert asks for. (ii) (h) Expert may commission reports The expert may commission the expert's own advisers or consultants (including lawyers, accountants, bankers, engineers, surveyors or other technical consultants) to give information to assist the expert in making a determination. The Lessor and the Lessee must indemnify the expert for these costs in their agreement with the expert. Lease (WSR Exe V 26-10-15) DB1 24885 PDT 03595

#### Expert may convene meetings (i)

The expert must hold a meeting with the Lessor and the Lessee together to discuss the dispute. This meeting is not a hearing or arbitration. The expert may conduct the meeting in any way the expert considers appropriate and may adjourn it and resume it at the expert's discretion.

#### Confidentiality in proceedings (j)

The Parties must keep confidential and must not disclose or rely on or make the subject of a subpoena to give evidence or to produce documents in any arbitral, judicial or other proceedings:

- (i) views expressed or proposals or suggestions a Party or the expert makes during the expert determination in relation to a possible settlement of the dispute;
- (ii) admissions or concessions a Party makes during the expert determination in relation to the dispute; and
- information, documents or other material concerning the dispute that a (iii) Party discloses during the expert determination unless that information or those documents or facts are otherwise discoverable in judicial or arbitral proceedings.

#### (k) Expert's final determination

Except in the case of manifest error, the final determination by the expert is final and binding on the Lessor and the Lessee.

#### (1) Expert's costs

If the expert does not determine otherwise, the Lessor and the Lessee must each pay one half of the expert's costs of making the determination.

#### (15)**Special Conditions**

This Lease shall be subject to the special conditions contained in Item 9 of the Schedule.

#### (16)**Consents and Approvals**

Except as otherwise specifically herein provided any consent or approval which may be granted by the Lessor pursuant to this Lease may be:

- granted; (a)
- refused; (b)
- granted subject to conditions in the Lessor's absolute discretion; or (c)
- granted and later withdrawn at any time in the Lessor's absolute discretion. (d)

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#### (17)Non-Merger

The terms and conditions of this Lease or any act matter or thing done under or by virtue of or in connection with this Lease or any other agreement between the Parties shall not operate as a merger of any of the rights and remedies of the parties in or under this Lease or in or under any other agreement all of which shall continue in full force and effect.

#### (18)Lessor may act by Agent

All acts and things which the Lessor is required or empowered to do under this Lease may be done by the Lessor or any solicitor, agent, contractor or employee of the Lessor.

#### (19)No Partnership

Notwithstanding anything to the contrary contained in this Lease the Lessor is not and does not in any way become a partner of the Lessee in the conduct of its business or otherwise or a joint venturer with the Lessee under this Lease.

#### (20)Lessor not Liable to Third Parties

The Lessor shall not be responsible for the loss of or damage or injury to any person or property or effects of the Lessee's Employees or Visitors or any other person in or about the Premises howsoever arising PROVIDED THAT the same shall not arise from any wilful or negligent act or omission of the Lessor, its employees, agents or contractors.

#### (21)Governing Law

The laws of the State of Western Australia (and where applicable the Commonwealth of Australia) shall apply to this Lease.

#### No Reduction of Rent (22)

Notwithstanding any of the other provisions of this Lease the Lessor and the Lessee agree that the CPI Reviewed Rent shall not in any event be less than the annual Rent payable immediately prior to the relevant CPI Review Date.

#### (23)Easements

The Lessor may for the purposes of providing:

- public or private ingress to or egress from the Premises; (a)
- support for a structure subsequently erected on adjoining land; or (b)
- the supply of a service, drainage, or telephone or electronic communication, (c)

grant rights of support to or enter into any arrangement or agreement with any owner lessee tenant occupier or other person interested in land adjacent to or near to the Land or with any Local or Public Authority or dedicate or transfer land or grant or create any easement or privilege in favour of any person, adjoining or neighbouring land, or any Local or Public Authority, over or affecting the Land or the Premises and this Lease shall be deemed to be subject to each of those agreements, arrangements, rights, easements and privileges.

Lease (WSR Exe V 26-10-15) DB1 24885

#### (24) Western Australian Planning Commission Consent

If for any reason this Lease requires by law the consent of the Western Australian Planning Commission then that consent shall be obtained by the parties prior to this Lease being entered into.

#### (25)**Entire Agreement**

The Lessee acknowledges and agrees that the terms and conditions contained in this Lease expressly or by statutory implication comprise the whole of the agreement between the Parties and that no further or other terms or conditions whether in respect of the Premises or otherwise shall be deemed to be implied herein or to arise between the Parties by way of collateral or other agreement.

#### (26)Proof of Breach

The Lessor may exercise the Lessor's Powers notwithstanding laches, neglect or previous waiver by the Lessor in respect of the Lessee's Covenants or the execution of the Lessor's Powers.

#### 6. GOODS AND SERVICES TAX

#### (1) Definitions

Unless the contrary intention appears, in this clause:

- "GST" means a tax levied on a Supply including but not limited to the value (a) represented by the Rent or other Secured Moneys to the Lessor for goods, services or property under this Lease.
- (b) "Supply" means a good, service or property supplied under this Lease to the Lessee, the Premises or howsoever.

#### (2) Lessee must pay GST

The Lessee must pay to the Lessor the amount of any GST the Lessor pays or is liable to

#### (3) Lessee must pay GST at same time

The Lessee must pay to the Lessor the amount of the GST that the Lessee is liable to pay under sub-clause (2) above:

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

as the Lessee is obliged to pay for that Supply including in relation to Rent or other Secured Moneys, at the time the Lessee is obliged to pay those amounts under this Lease.

#### (4) Prices do not include GST

The price for each Supply, including Rent and other Secured Moneys, fixed or determined under this Lease, does not include GST on that Supply and the Lessee must pay the amount of GST in addition to the price for that Supply fixed or determined under this Lease.

#### (5) Apportionment of GST

Where a Supply is not separately supplied to the Lessee, the liability of the Lessee for any amount for GST in relation to that Supply is determined on the same basis as the Lessee's proportion of the variable outgoings or rates and taxes is determined as if those amounts were payable under this Lease.

### (6) Statement of GST paid is conclusive

A written statement given to the Lessee by the Lessor of the amount of GST that the Lessor pays or is liable to pay is conclusive as between the parties except in the case of an obvious error.

#### 7. LIMITATION OF LIABILITY

- (1) The Lessor enters into this Lease only in its capacity as trustee of the Anglican Parish of Gingin (the "Trust") and in no other capacity. A liability arising under or in connection with this Lease is limited to and can be enforced against the Lessor only to the extent to which it can be satisfied out of property of the Trust. This limitation of the Lessor's liability applies despite any other provision of this Lease to the contrary and extends to all liabilities and obligations of the Lessor in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to this Lease.
- (2) No party to this Lease may sue the Lessor in any capacity other than as the trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any similar person to the Lessor or proving in any liquidation, administration or arrangement of or affecting the Lessor (except in relation to property of the Trust).
- (3) The provisions of this clause shall not apply to any obligation or liability of the Lessor to the extent that it is not satisfied because:
  - (a) by operation of law, there is a reduction in the extent of the Lessor's indemnification out of the assets of the Trust as a result of the Lessor's fraud, negligence, breach of trust or failure to properly perform its duties as trustee of the Trust;
  - (b) the Lessor failed to exercise any right of indemnity it has at law or under the deed or constitution establishing the trust in respect of that obligation or liability; or
  - (c) by operation of a deed or constitution establishing the trust, there is a reduction in the extent of the Lessor's indemnification out of the assets of the trust.
- (4) Nothing in subclause 7(3) shall make the Lessor liable to any claim for an amount greater than the amount which the Lessee would have been able to claim and recover from the assets of the Trust in relation to the relevant liability if the Lessor's right of indemnification out of the assets of the Trust had not been prejudiced by failure to properly perform its duties.
- (5) The Lessor is not obliged to do or refrain from doing anything under this document (including incur any liability) unless its liability is limited in the same manner as set out in clauses 7(1) to 7(3) inclusive.

- (6) If the Lessor assigns this Lease to another person who is trustee of a trust, then:
  - (a) with respect to the liabilities of the Lessor (if any) that continue after the assignment, this clause continues to apply; and
  - (b) with respect to the liabilities of that assignee under this Lease, this clause applies but with references to the Trust replaced with references to the trust:
    - (i) of which that assignee is trustee; and
    - (ii) deed or constitution establishing the trust of which that assignee is trustee.

## **SCHEDULE**

Item 1

(a) Land:

Lot 1 on Diagram 946 the whole of the land comprised in Certificate of Title Volume 156 Folio 194 and Lot 2 on Deposited Plan 26612 the whole of the land comprised in Certificate of Title Volume 1975 Folio 110.

Premises: (b)

The Land and all improvements erected thereon but excluding the arboretum, Church grounds and graveyard on the Land as outlined on the plan attached to this Lease as coloured orange and blue comprising the total lettable area.

Item 2

The Term:

Five (5) years.

Commencement Date:

The 1st day of July 2015.

**Expiration Date:** 

The 30th day of June 2020.

Item 3 Rent:

An amount equal to the shire rates levied on the Anglican Church Rectory on the Land from time to time plus GST payable annually in advance.

Address for payment of Rent:

To the Lessor or the Lessor's Agent at the address specified

above.

Item 4

Prescribed Rate:

Two per centum (2%) more than the then current maximum overdraft rate for the time being applied by the Bank of Western Australia Ltd on overdrafts of ONE HUNDRED

THOUSAND DOLLARS (\$100,000) or more.

Item 5

Rent Review Dates:

Each anniversary of the Commencement Date.

Item 6

Permitted business:

Car Parking area, picnic and recreation.

Item 7

Extended Term:

Five (5) years commencing on the 1st day of July 2020 and

expiring on the 30th day of June 2025.

Item 8

Variable Outgoings:

Not Applicable.

Item 9

Special Conditions:

The Lessor and the Lessee acknowledge and agree that:

the Lessee shall at its sole cost maintain the parks and gardens adjacent to the Premises and the church area;

- the Lessee shall indemnify and keep indemnified the (2)Lessor from any liabilities that may arise from any activities undertaken in the parks and gardens adjacent to the Premises and the church area; and
- the Lessor shall be permitted to place a plaque or (3)some other form of memorial that meets with the Lessee's approval within the park grounds advising of the co-operative agreement that exists between the Lessor and the Lessee for the benefit of the Sea Gingin community.
- GREEN as to that part of the Land coloured orange on the (4)plan attached ("the Parking Area") the Lessee shall:
  - use the Parking Area for the purpose of a (i) public car park only;
  - (ii) at the Lessee's cost maintain proper drainage from the Parking Area to the Lessee's storm water drain;
  - at the Lessee's cost and to the reasonable satisfaction of the Lessor maintain the Parking Area in its current form as a paved gu Da carpark.
- as to that part of the Land coloured blue on the plan (5)attached ("the Picnic Area") the Lessee shall:
  - use the Picnic Area for the purpose of a public picnic area and for purposes incidental thereto only;
  - at the Lessee's cost maintain the water pipeline and power line which crosses the Picnic Area to the Lessee's council park;
  - at the Lessee's cost and to the reasonable (iii) satisfaction of the Lessor maintain the picnic area to current standards.
- at the Lessee's cost and to the reasonable (6)satisfaction of the Lessor to keep trimmed all trees on the Premises;
- the Lessee shall use all reasonable and proper means for keeping down exterminating and eradicating within the leased premises all vermin and use all reasonable and proper means of keeping down and eradicating all poisonous weeds suckers and noxious plants and comply with all Acts relating to the keeping down exterminating and eradication of the same respectively;

(8) the Lessee shall not cut down sell ringbark lop damage or destroy any timber or trees now or hereafter growing or standing upon the Premises or permit the doing of the same;
(9) the Lessor and the Lessee may each terminate the Term prior to the expiry date thereof by giving to the

- (9) the Lessor and the Lessee may each terminate the Term prior to the expiry date thereof by giving to the other not less than three (3) months notice in writing and upon the expiration of the period mentioned in any such notice the Term shall thereupon cease and determine and both Parties shall be released from their obligations under this Lease PROVIDED THAT no such termination shall release either Party from liability for any antecedent breach of this Lease;
- (10) the Lessee will not undertake any earthworks or place any structures on the Premises without obtaining the Lessor's prior written approval; and
- (11) the Lessor shall pay the annual emergency services levy assessed on the Premises.

EXECUTED as a Deed by the Parties on the date specified above.

The Common Seal of THE PERTH DIOCESAN TRUSTEES was hereunto affixed by the authority of:

Diocesan Secretary/Manager

Trustee

Archbishop/Ad

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The Common Seal of the SHIRE OF ) GINGIN is hereunto affixed pursuant to a ) resolution of the Council and in the ) presence of:

President

Shire Clerk LE O

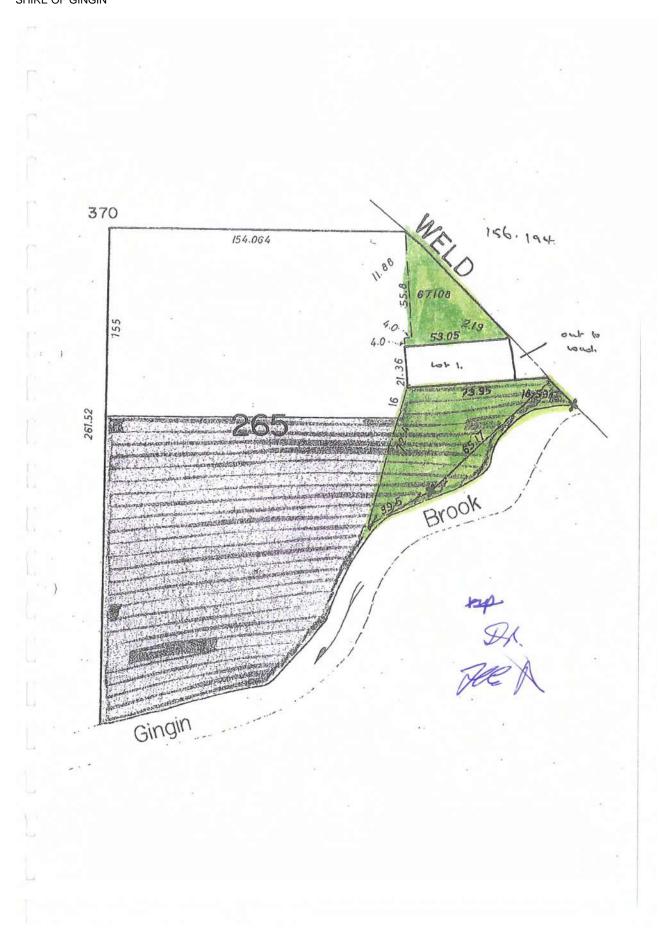


Lease (WSR Exe V 26-10-15) DB1 24885 PDT 03595

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**PLAN** 

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## 11.1.2 SHIRE OF GINGIN CORPORATE BUSINESS PLAN 2020-2024

File:	COR/37						
Author:	Linda Fidge – Coordinator C	orporate Planning					
Reporting Officer:	Aaron Cook - Chief Executiv	ve Officer					
Report Date:	19 January 2021						
Refer:	18 August 2015	Item 11.1.1					
	5 July 2016	Item 11.1.1					
	16 August 2016	Item 11.1.1					
	15 August 2017	Item 11.1.2					
	18 September 2018	Item 11.1.1					
	17 September 2019 Item 11.1.1						
Appendices	1. Shire of Gingin Draft (	Corporate Business Plan					
	2020-2024	-					

## **DISCLOSURES OF INTEREST**

Nil

#### **PURPOSE**

SHIRE OF GINGIN

To consider the adoption of the draft Shire of Gingin Corporate Business Plan 2020-2024.

#### **BACKGROUND**

The Local Government Act 1995 (sect. 5.56) and its supporting regulations require local governments throughout Western Australia to 'Plan for the Future' by developing a series of strategies and plans, including a Strategic Community Plan and Corporate Business Plan, as part of the State Government's Integrated Planning and Reporting Framework.

In accordance with the *Local Government (Administration) Regulations 1996* (Section 19DA), the Shire of Gingin is to ensure that it maintains a rolling four-year Corporate Business Plan revised annually. The Corporate Business Plan is to put into action the Shire Strategic Community Plan 2019-2029 (adopted by Council on 21 May 2019) and focuses on specific Actions to be undertaken over the next four years. The Corporate Business Plan is used to drive the annual budget process and is integrated with the Shire's Long Term Financial, Asset Management and Workforce Plans.

In practice, the first year of the Corporate Business Plan, covering the 2020/21 financial year, is consistent with and reflects the Shire of Gingin's adopted budget (adopted by Council on 28 July 2020).

Regulation 19DA of the *Local Government (Administration) Regulations 1996* specifies that the Shire must meet the following Corporate Business Plan requirements:

(1) A local government is to ensure that a corporate business plan is made for its district in accordance with this regulation in respect of each financial year after the financial year ending 30 June 2013.

- (2) A corporate business plan for a district is to cover the period specified in the plan, which is to be at least 4 financial years.
- (3) A corporate business plan for a district is to
  - (a) set out, consistently with any relevant priorities set out in the strategic community plan for the district, a local government's priorities for dealing with the objectives and aspirations of the community in the district; and
  - (b) govern a local government's internal business planning by expressing a local government's priorities by reference to operations that are within the capacity of the local government's resources; and
  - (c) develop and integrate matters relating to resources, including asset management, workforce planning and long term financial planning.
- (4) A local government is to review the current corporate business plan for its district every year.
- (5) A local government may modify a corporate business plan, including extending the period the plan is made in respect of and modifying the plan if required because of modification of the local government's strategic community plan.
- (6) A council is to consider a corporate business plan, or modifications of such a plan, submitted to it and is to determine\* whether or not to adopt the plan or the modifications.
  - \*Absolute majority required.
- (7) If a corporate business plan is, or modifications of a corporate business plan are, adopted by the council, the plan or modified plan applies to the district for the period specified in the plan.

The draft Corporate Business Plan 2020-2024 is presented for Council's consideration.

### COMMENT

The draft Corporate Business Plan 2020-2024 has been prepared to prioritise actions from the Shire's Strategic Community Plan 2019-2029.

Ordinarily the draft Corporate Business Plan:

- Translates the Strategic Community Plan into actions
- Provides a link to existing service delivery (regulated/legislated activity)
- The first year of the CBP takes into account the current year budget
- Aligns to the Long Term Financial Plan; and
- Aligns with the financial and other resources set out in the Asset Management Plan and Workforce Plan.

Due to the current review of the Long Term Financial Plan, the draft Corporate Business Plan 2020-2024 provides detailed expenditure on the current financial year (2020/21) with forward capital works expenditure on future years removed. Operating expenditure for future projects/programs is included but could be subject to change.

### STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 5 – Administration
Division 5 – Annual reports and planning
Section 5.56 – Planning for the future

Local Government (Administration) Regulations 1996
Part 5 – Annual reports and planning
Division 3 – Planning for the future
Regulation 19DA – Corporate business plans, requirements for (Act s. 5.56)

## **POLICY IMPLICATIONS**

Nil

## **BUDGET IMPLICATIONS**

Generally the Corporate Business Plan supports and is integrated with the Shire's Long Term Financial Plan and Annual Budget process. Due to the current review of the Long Term Financial Plan, future Corporate Business Planning will reflect review modifications.

### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	5. Governance
Objective	To demonstrate effective leadership, governance and advocacy on
	behalf of community
Outcome	5.1 Values – Our Organisation/Business Values are demonstrated in all
	that we do
Key Service	Integrated Planning and Reporting
Areas	
Priorities	5.1.2 Increase the focus on future financial sustainability to cater for
	anticipated growth

## **VOTING REQUIREMENTS – ABSOLUTE MAJORITY**

### OFFICER RECOMMENDATION

MOVED: Councillor Court SECONDED: Councillor Lobb

That Council adopt the draft Corporate Business Plan 2020-2024, as shown at Appendix 1, in accordance with Section 5.56 of the Local Government Act 1995 and Regulation 19DA of the Local Government (Administration) Regulations 1996.

Councillor Peczka foreshadowed his intention to move an alternative motion that the item be item be deferred until the long term financial plan is completed in the event of the motion under consideration being lost.

LOST 7-1

For: Councillor Vis

Against: Councillor Johnson, Court, Peczka, Fewster, Balcombe, Lobb, Morton

## **ALTERNATIVE MOTION (FORESHADOWED)**

MOVED: Councillor Peczka SECONDED: Councillor Morton

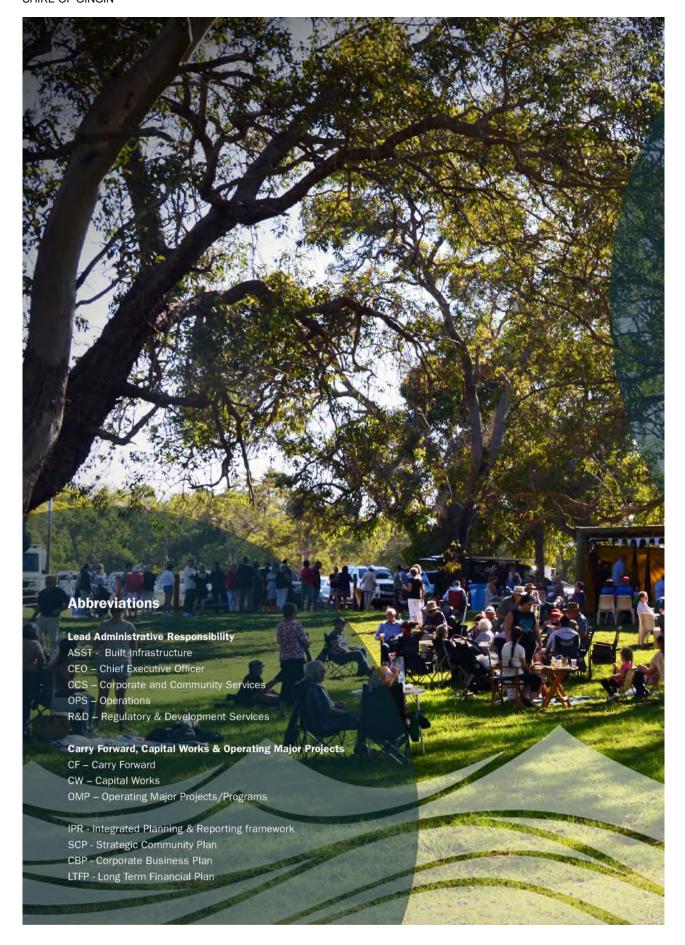
That Council defer deferred the item until the Long Term Financial Plan is completed.

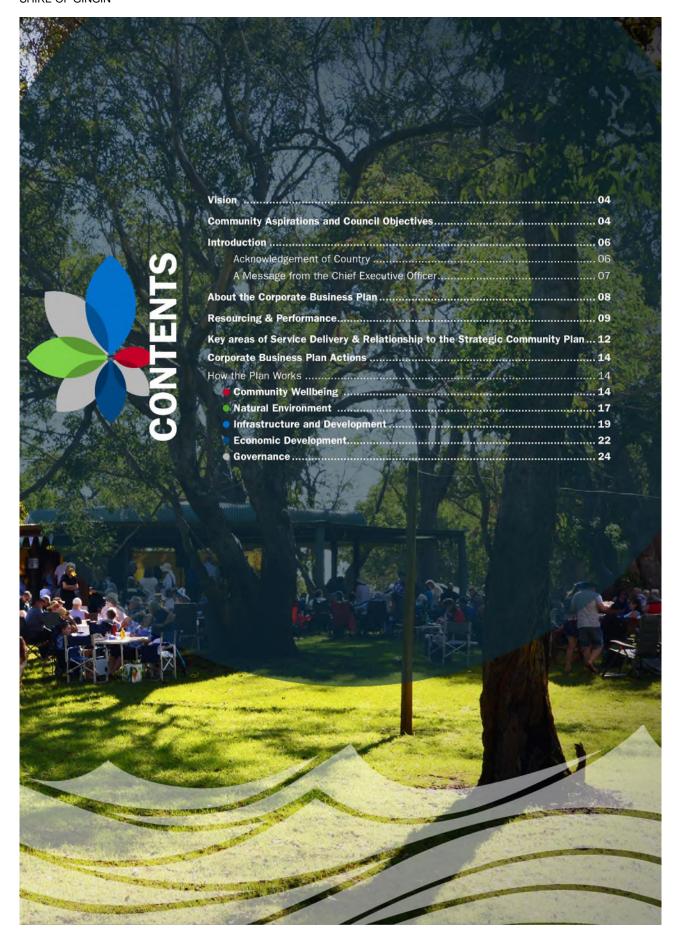
CARRIED BY ABSOLUTE MAJORITY

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# **APPENDIX 1**







## **OUR VISION**

"We are a welcoming and progressive community that celebrates its diversity and unique rural and coastal environment."

## **COMMUNITY ASPIRATIONS & COUNCIL OBJECTIVES**

# FOCUS AREA 1 – Community Wellbeing COMMUNITY ASPIRATION COUNCIL OBJECTIVE

An active, healthy and safe community with a range of easily accessible services and facilities.

To support the Shire of Gingin community to be inclusive, vibrant, healthy and safe through the Shire's shared service delivery.

## **FOCUS AREA 2 – Natural Environment**

## COMMUNITY ASPIRATION COUNCIL OBJECTIVE

The Shire of Gingin's natural assets are protected for future generations and recognised as one of the greatest sources of pride in our community.

To develop the Shire's capacity to support the conservation of natural assets and undertake sustainable resource management.

### FOCUS AREA 3 - Infrastructure & Development

#### COMMUNITY ASPIRATION COUNCIL OBJECTIVE

High quality community infrastructure and development.

To effectively manage growth and provide for the community through the delivery of community infrastructure in a financially responsible manner.

## **FOCUS AREA 4 – Economic Development**

## COMMUNITY ASPIRATION COUNCIL OBJECTIVE

A strong economy based on tourism, agriculture, resources and supportive industries.

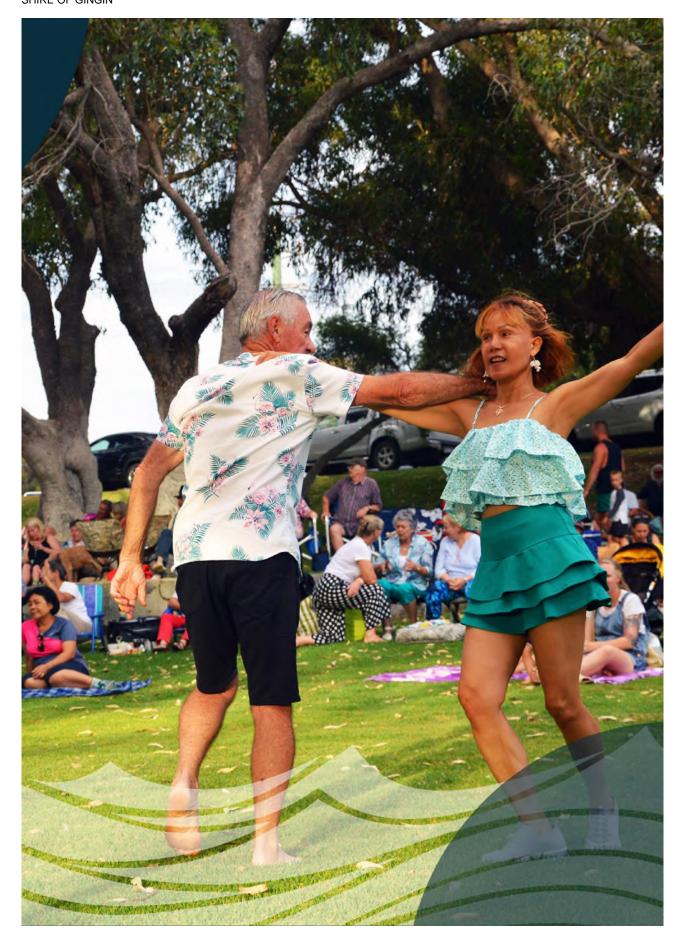
To support economic development through the Shire's service delivery.

### FOCUS AREA 5 - Governance

#### COMMUNITY ASPIRATION COUNCIL OBJECTIVE

Progressive and transparent leadership which is contemporary and involves the community in responsible governance.

To demonstrate effective leadership, governance and advocacy on behalf of the community.





## **INTRODUCTION**

## **Acknowledgement of Country**

Kaya Wanjoo Yued Boodja (pronounced "Kya Wanjoo Yued Booja") Hello – Welcome to the land of the Yued Traditional Owners.

The Shire of Gingin would like to acknowledge the Yued people who are the traditional custodians of this land. The Shire would like to pay respect to the Elders past, present and emerging of the Yued Nation and extend this respect to all Aboriginal people. The Shire also recognises the living culture of the Yued people and the unique contribution they have made to the Gingin region.

The Yued region covers an area of 20,252km². Their Booja – meaning 'their country' includes the Shires of Coorow, Dalwallinu, Dandaragan, Moora, Gingin, Victoria Plains, Toodyay and Chittering.

Nyoongar camping grounds, birthing areas, festival places, song lines and sacred lore sites are scattered throughout the Yued region. They are very significant and important for the Yued community.

The Shire of Gingin formally recognises the Yued Nyoongar People as an important stakeholder in the development and progression of the Shire.

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## A Message from the Chief Executive Officer

**AARON COOK** 



The Shire of Gingin's **Corporate Business Plan 2020-2024** (CBP) has been prepared as a requirement under the State Government's Integrated Planning and Reporting framework (IPR) to strengthen the ability of all local governments to plan for current and future needs of their communities. The purpose of the CBP is to put into operation actions which fulfill the community's aspirations as expressed in the Shire's Strategic Community Plan.

The CBP ensures that as an organisation the Shire is able to prioritise the use of its resources and focus activities on delivering the services that the community, as part of the Shire's Strategic Community Plan, has told us it desires.

As part of the IPR, the CBP is supported by a series of plans including the Long Term Financial Plan (LTFP), Asset Management Plan and Workforce Plans. Consequently, the CBP is one of the Shire's formative planning documents. Other informing strategies specific to the Shire of Gingin include the Reconciliation Action Plan and Disability Access and Inclusion Plan amongst others. Other strategies/plans (no less important) of Council are administration or compliance (legislated) based and are a component of operational activity.

As a region the Shire has unique characteristics such as coastal erosion management, adaption to increasing development such as opportunities resulting from the Tonkin Highway extension and the ramifications of aging community infrastructure. Acknowledging these challenges along with financial repercussions of the COVID-19 epidemic, Council is currently undertaking an in-depth review of its LTFP including all operational and capital expenditure for the next ten years to ensure the financial sustainability/stability of the Shire.

Concurrently with the review of the LTFP, the Shire's Asset Management Plan is also being reviewed to provide Council with a prioritised community infrastructure maintenance plan which will be invaluable when scheduling and budgeting works. Additionally, a process of community infrastructure rationalisation will be undertaken in the near future as the Shire's aging infrastructure and resultant financial burden further impacts other services and project activity across the Shire.

Undertaking the review of the LTFP provides sound financial information for a robust CBP and will keep the Shire focused for the years ahead but as a result, details on specific costs for the future three financial years (21/22, 22/23 and 23/24) will be unavailable until the review is completed.





The Shire of Gingin's annual four-year Corporate Business Plan is an important element of the Shire's Integrated Planning and Reporting process. Its purpose is to activate short to medium term actions by informing of inclusions for the current year budget and for the subsequent three following financial years. It supports the Shire in its efforts to work towards achieving its Vision which is outlined in the Strategic Community Plan 2019-2029 (SCP) and also featured on page 4 of this document.

For each area of focus within the SCP specific Actions have been identified in the CBP and also outlines the Shire's key areas of service delivery and its contribution to the SCP Objectives and Outcomes.

The Wheatbelt Development Commission is a statutory authority of the Western Australian Government and plays a central role in supporting collaboration and partnerships within our region. The SCP contributes to and aligns with the Wheatbelt Regional Investment Blueprint Roadmap for Growth (WDC 2015) which is noted in the Shire's CBP under each focus area.

The alignment of priorities of regional development initiatives provides a greater assessment of need and potentially partnership funding through State and Federal Government.

Importantly, the Corporate Business Plan brings together the Shire's long-term financial, asset and workforce planning into a four-year action plan to deliver on the SCP.

# **Elements of Integrated Planning and Reporting Framework**



(Department of Local Government and Regional Development 2016)

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## **RESOURCING & PERFORMANCE**

The CBP 2020-2024 Actions will be:

- Delivered under one of the Shire's key areas of service delivery; and
- Delivered through projects including this year's and future annual budgets via the rolling out of the Long Term Financial Plan (currently under review).

The progress of Actions and Projects (within the budget year) are monitored quarterly and overall performance reported annually via the Annual Report to community. The Strategic Community Plan's Key Performance Indicators will also be reported annually to the community.

In practice the first year of the CBP covering the 2020/21 financial year, is consistent with and reflects the Shire of Gingin's Annual Budget 2020/21.

The CBP (revised annually) is used to drive the Annual Budget process and is integrated with the Shire's Long Term Financial, Asset Management and Workforce Plans.

Ensuring the long-term financial viability of the Shire is an integral component of business excellence and an essential element of sound corporate governance via the IPR legislation.

The IPR platform is a process that minimises potential financial implications (risk management) that could interfere with the Shire's capacity to deliver on its Strategic Community Plan priorities for residents, ratepayers and visitors to the Shire of Gingin.

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The Shire's Key Service Areas (method of delivery) are funded through the Shire's expenditure programs. These programs are defined by regulation and are reported for all Councils in Western Australia through the MyCouncil website (<a href="https://www.mycouncil.wa.gov.au">www.mycouncil.wa.gov.au</a>). The revenue and expenditure for each Program for 2020/21 is provided below.

Revenue & Expenditure by Program 2020/21 Budget									
Program	Revenue	Expense							
Governance	\$2,000	\$1,160,411							
General Purpose Funding	\$9,500,914	\$474,767							
Law, Order, Public Safety	\$4,759,780	\$1,794,849							
Health	\$723,500	\$1,001,925							
Education & Welfare	\$110,787	\$226,486							
Housing	\$12,000	\$41,645							
Community Amenities	\$1,916,080	\$3,177,843							
Recreation and Culture	\$1,630,530	\$3,841,596							
Transport	\$7,555,891	\$4,060,146							
Economic Services	\$1,428,651	\$1,272,492							
Other Property Services	\$223,100	\$729,644							
Total	\$27,863,233	\$17,781,804							

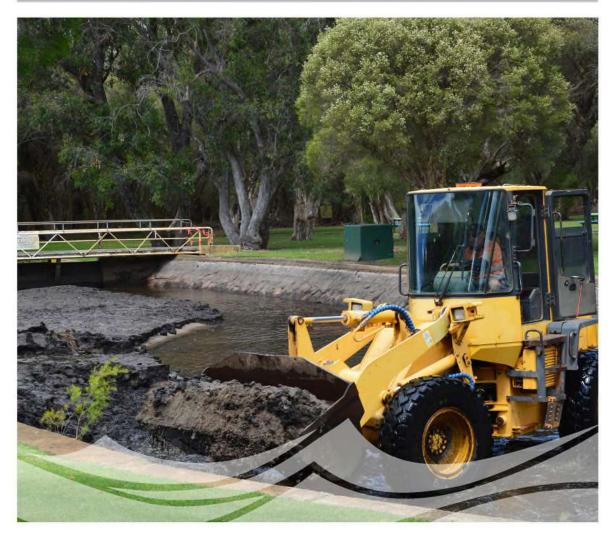
Note: Revenue includes all revenue from Rates, Operating Grants and Non-Operating Grants, Subsidies and Contributions and is based on the Statement of Comprehensive Income adopted in the 2020/21 Budget. Revenue raised under General Purpose funding (Operating Grants and Rates) is used to resource the Shire's diverse range of Services as shown in the budgeted Expense. The difference between Operating Revenue and Operating Expense equates to \$10,081,429 being the Total Comprehensive Income for 2020/21.



The total value of capital and operating major projects (i.e. all expenditure) identified in the Annual Budget 2020/21 is included below, excluding years 2021/22 – 2023/24 due to the review of the Long Term Financial Plan, and is summarised by the Strategic Community Plan 2019 - 2029 Focus Area.

Estimated Expenditure by SCP Focus Area											
PSCP Focus Area	2020/21	2021/22	2022/23	2023/24							
Community Wellbeing	\$4,318,559										
Natural Environment	\$486,450	Years 2021	/22, 2022/2	3 & 2023/24							
Infrastructure and Development	\$11,047,824	Years 2021	/22, 2022/2 urrently under	r review							
Economic Development	\$2,174,190	(Long	urrently under Term Financ	lai i iai ,							
Governance	\$1,815,543	L									
TOTAL	\$19.842.566										

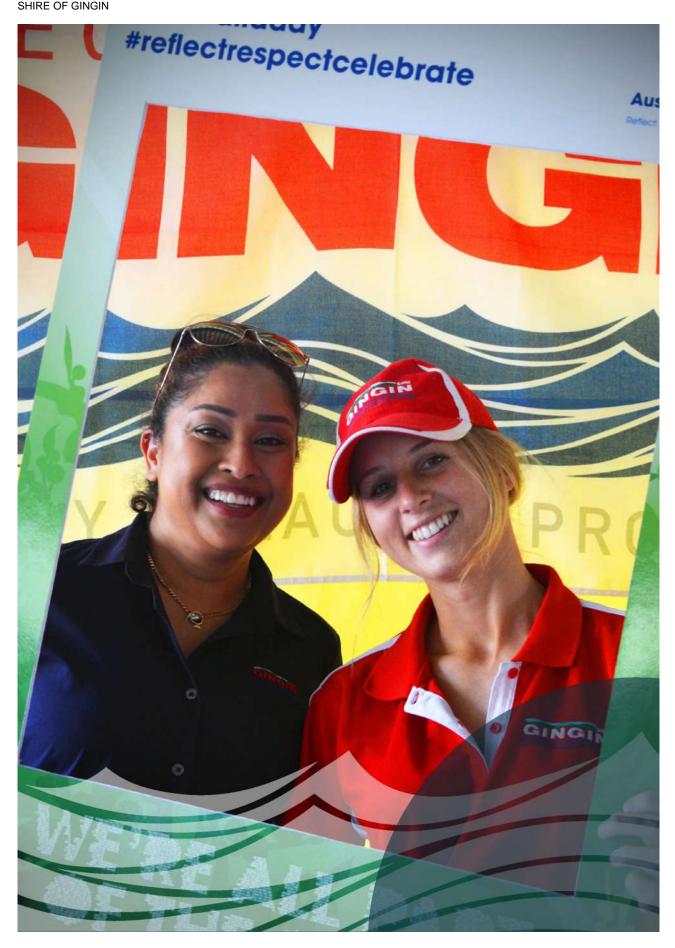
Note: Capital and operating major projects expenditure is based on the adopted 2020/21 Budget. Large items of expenditure includes the development of the Gingin Emergency Services Facility and purchase of emergency service vehicles both fully offset with State Government funding. Orange Springs Road upgrades costing \$6,329,969 funded by the State Government in the majority and the Gingin Outdoor Activity Space also with significant offset funding.



# KEY AREAS OF SERVICE DELIVERY & RELATIONSHIP TO THE STRATEGIC COMMUNITY PLAN

The Shire's key areas of service delivery aligns to the Strategic Community Plan 2019-2029 Objectives. All Actions within the Corporate Business Plan are aligned to one or more of the areas of service delivery.

			ommuni Vellbein			tural Inment		estructu velopm			Economi velopme		Go	vernanc	e
	5	0	utcome	s	Outo	omes	0	utcome	s	0	utcome	s	0	utcome	s
Service Area	Lead	1.1 Inclusive	1.2 Vibrant	1.3 Healthy & Safe	2.1 Conservation	2.2 Sustainable Resource Management	3.1 Development	3.2 Community Infrastructure	3.3 Connectivity & Accessibility	4.1 Tourist Playground	4.2 Food Bowl	4,3 Innovation	5.1 Values	5.2 Service	5.3 Partner
Advocacy	CEO		1	1	Ý		1			1	1	1		1	1
Building and Planning Permits	R&D						4								
Local Emergency Services	CEO														
Caravan Parks (Guilderton & Lancelin)	R&D						4			~					
Community & Civic Buildings	ASSTS					1							~		
Community Programs	ccs	4	*						4						
Conservation & Environmental Management	OPS/ CEO				*										
Customer Service	ccs													4	
Drainage	OPS						1								
Economic Development & Tourism Infrastructure	CEO						*			~	4	1			
Elected Members Services	CEO												1		
Environmental Health	R&D			1								1			
General Practitioner	CEO														
Gingin Cemetery	CEO	*													
Governance	CEO												1		1
Human Resources (HR)	CEO												1	~	
Integrated Planning and Reporting (IPR)	CEO												1	1	
Marketing and Communications	CEO													~	
Parks & Reserves	ASSTS							*		10					
Rangers	R&D			*	1										
Roads and Paths	OPS								~				1		
Seniors Services	ccs														
Seniors Units	ccs														
Shire Events	ccs		*							~					
Sport and Recreation Facilities	ASSTS				Y			~							
Strategic Town Planning	OPS/ CEO				2		4				~				
Waste Services	ASSTS					1									



## **CORPORATE BUSINESS PLAN ACTIONS**

## **How the Plan Works**

Major projects from the adopted Annual Budget 2020/21 (capital projects valued at over \$100,000 and operating major projects/programs valued at over \$50,000) and proposed operating expenditure (roads, bridges, machinery & capital maintenance works) for 2021/22 – 2023/24 only, are populated under the relevant Action and includes carry forward projects (from 2019/20 if not completed).

The implementation of major projects and programs is often offset by grant income, reserve funded and/or loan funded. The scheduling of projects that are off-set by an income source are subject to scheduling changes dependent on what income off-sets are available. Any projects subject to grant income will be marked with an asterisk (\*) for clarity.

## **OBJECTIVE 1 – COMMUNITY WELLBEING**

To support the Shire of Gingin community to be inclusive, vibrant, healthy & safe through the Shire's service delivery.

This Focus Area is aligned with the Clever People growth pillar of the Wheatbelt Blueprint in terms of enhancing participation and achievement, supporting young people to remain in the region and encouraging volunteer support and co-ordination.

### SCP OUTCOME 1.1 - INCLUSIVE

Our community has access to a range of community programs, services and initiatives that support wellbeing and inclusion

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
CBP Action	1.1.0 - 01	Ongoing delivery of Gingin Cemetery Services					CEO	Gingin Cemetery
	1.1.0 - 01-001	Deliver Key Service Area – Gingin Cemetery	~	1	1	~		
SCP Priority	1.1.1	Support ageing in place through the implementation and monitoring of the Age Friendly Community Plan						
CBP Action	1.1.1 - 01	Support an increase in the number of Independent Living Units available within the Shire in partnership with the private sector and/or through direct service provision.					ccs	Seniors' Units
	1.1.1 - 01-003	Deliver Key Service Area - Shire supported Community/Social Housing units in Lancelin and Gingin	~	~	~	~		
CBP Action	1.1.1 - 02	Advocate for improved senior services.					ccs	Advocacy
	1.1.1 - 02 004	Deliver Key Service Area - Advocacy - Senior Services	~	~	~	4		
SCP Priority	1.1.2	Encourage programs and facilities that engage and support children and young people to stay in the Shire						
CBP Action	1.1.2 - 01	Ongoing delivery of programs and facilities that engage and support children and young people to stay in the Shire					ccs	Community Programs
	1.1.2 - 01-005	Deliver Key Service Area - Community Programs	~	~	~	~		
SCP Priority	1.1.4	Implement the Disability Action and Inclusion Plan			п			
CBP Action	1.1.4 - 01	Implement the Disability Action and Inclusion Plan					ASST/ CCS	Community & Civic Buildings/ Community Programs
	1.1.4 - 01-007	Implement the delivery of the Disability Access and Inclusion Plan	~	~	~	~		

## SCP OUTCOME 1.2 - VIBRANT

Our community can participate in a range of activities and events that celebrate and promote our unique lifestyle and heritage

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
CBP Action	1.2.0 - 01	Ongoing Delivery of the Shire's Grants Program					ccs	Community Programs
OMP	1,2.0 - 01-000	Community Grants & Funding Assistance Program	\$64,467	\$126,000	\$126,000	\$126,000		
SCP Priority	1.2.1	Provide practical support and encouragement for community groups and volunteers						
CBP Action	1.2.1 - 01	Ongoing Delivery to provide practical support for community groups and volunteers					ccs	Community Programs
	1.2.1 - 01-015	Provide practical support for community groups and volunteers	~	1	~	1		
SCP Priority	1.2.2	Advocate with regional local governments and partners to reduce impediments to community group and volunteer activities			= 1		-	
CBP Action	1.2.2 - 01	Advocate to reduce impediments for community groups and volunteer activities					ccs	Community Programs
	1.2.2 - 01-016	Deliver Key Service Area - Advocacy - Reduction of impediments for community groups and volunteers	~	~	~	~		
SCP Priority	1.2.3	Support and promote local regional events that offer clear economic and social benefits to the community						
CBP Action	1.2.3 - 01	Assessment of existing and new community events that offer clear and economic benefits to the community					ccs	Shire Events
	1.2.3 - 01-017	Deliver Key Service Area - Assess existing and new community events in terms of economic and social benefits to the community	~	~	1	¥		
CBP Action	1.2.3 - 02	Delivery of a range of community events that offer clear and economic benefits to the community					ccs	Shire Events
OMP	1.2.3 - 02 - 019	Partner and deliver a range of community events*	\$60,000	\$60,000	\$60,000	\$60,000		
SCP Priority	1.2.4	Further develop identity and sharing of Shire resources on a sub-regional basis						
CBP Action	1.2.4 - 01	Continue to identify, advocate and pursue partnerships for the sharing of Shire resources on a sub-regional basis					CEO	Advocacy
	1.2.4 - 01.020	Deliver Key Service Area - Advocacy - Continue to identify, advocate and pursue partnerships for the sharing of Shire resources on a sub-regional basis	×	*	*	4		



## SCP OUTCOME 1.3 - HEALTHY & SAFE

Our community has access to quality health and community safety programs, services and initiatives that promote resilience

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
CBP Action	1.3.0 - 01	Ongoing Delivery of Local Emergency Services						Local Emergency Services
CW, CF	1.3.0 - 01-021	Gingin - Emergency Services Facility*	\$2,181,500				ASST	
CW, CF	1.3.0 - 01-022	Redfield Park - Fire Shed*	\$220,000				ASST	
CW, CF	1.3.0 - 01-023	Emergency service vehicle - GG075 Guilderton Light Tanker*	\$170,000				OPS	
CW, CF	1,3.0 - 01-024	Emergency service vehicle - GG051 Ocean Farm Light Tanker*	\$170,000				OPS	
CW, CF	1.3.0 - 01-025	Emergency service vehicle - GG069 Red Gully Light Tanker*	\$170,000				OPS	
CW, CF	1,3.0 - 01-026	Emergency service vehicle - GG057 Seabird Light Tanker*	\$170,000				OPS	
CW	1.3.0 - 01-027	Emergency service vehicle - GG05 Nilgen Broadacre Light Tanker*	\$170,000				OPS	
CW	1.3.0 - 01-028	Emergency service - GG04 Ocean Farm Hino Tanker*	\$400,000				OPS	
cw	1,3.0 - 01-029	Emergency service vehicle - GG02 Beermullah Hino Tanker*	\$400,000				OPS	
	1.3.0 - 01-032	Deliver Key Service Area - Local Emergency Services	✓	✓	~	~	CEO	
	1,3.0 - 01-033	Deliver Key Service Area - Rangers - Service Activity	1	~	1	~	R&D	
CBP Action	1.3.0 - 02	Ongoing delivery of Environmental Health Services					R&D	Environmental Health
	1.3.0 - 02-034	Deliver Key Service Area - Environmental Health - Service Activity	~	1	~	¥		
SCP Priority	1.3.1	Develop improved access to medical services and allied health in each sub regional area			- 4			
CBP Action	1.3.1 - 01	Ongoing delivery of General Practitioner Services					CEO	General Practitioner
	1.3.1 - 01-037	Deliver Key Service Area - Medical Services.	~	~	~	~		
SCP Priority	1.3.2	Develop and resource an approach to local Public Health Planning and that addresses population and Shire growth						
CBP Action	1.3.2 - 01	Develop and implement a Local Health Plan					R&D	Environmental Health
	1.3.2 - 01 -039	Implement Local Health Plan	-					



## **OBJECTIVE 2 - NATURAL ENVIRONMENT**

To develop the Shire's capacity to support the conservation of natural assets and undertake sustainable resource management.

This Focus Area is strongly aligned with the Wheatbelt Blueprint priority actions of planning for the impact of shore line shift, identifying infrastructure for nature based tourism, undertaking integrated water planning and developing innovative alternative energy solutions is evident in this Focus Area.

# SCP Outcome 2.1 - CONSERVATION The Shire's ecological services and natural assets are respected and enhanced

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
CBP Action	2.1.0 - 01	Improve management of off-road vehicles to protect natural areas, resources and public safety					R&D	Cons. & Env. Mng.
	2.1.0 - 01.040	Deliver Key Service Area - Rangers - Improve management of offroad vehicles to protect natural areas, resources and public safety	<b>~</b>	Ž	<b>~</b>	<b>~</b>		
SCP Priority	2.1.1	Develop a Coastal Management Policy and implement a Coastal Management Plan to protect and enhance our coast						
CBP Action	2.1.1 - 01	Develop a Coastal Management Policy and implement a Coastal Management Plan to protect and enhance our coast					CEO	Cons. & Env. Man.
	2.1.0 - 02-043	Consider a permanent Coastal Projects Officer for inclusion in the Workforce Plan	*	~	*	*		Human Resources
OMP	2.1.1 - 01-044	Coastal Protection Works and Erosion Control - Sand re-nourishment	\$50,000	\$51,250	\$52,531	\$53,845		Cons. & Env. Man.
OMP	2.1.1 - 01-048	Coastal Hazard Risk Management and Adaptation Plan & Inundation Study Inte- gration/Upgrade*	\$102,800					Cons. & Env Man.
OMP	2.1.1 - 01-049	Coastal Management Strategy	\$63,925					Cons. & Env Man.
	2.1.1 - 01-050	Develop a Coastal Management Policy to protect and enhance our coast	~					Cons. & Env Man.
	2.1.1 - 01-051	Implement a Coastal Management Plan to protect and enhance our coast	~	~	~	~		Cons. & Env. Man.
OMP	2.1.1 - 01-052	Design - Revision Lancelin*	\$133,670					Cons. & Env. Man.
SCP Priority	2.1.3	Advocate to ensure the Shire is not disadvantaged by environmental offsets from urban areas						
CBP Action	2.1.3 - 01	Advocate to ensure the Shire is not disadvantaged by environmental offsets from urban areas					R&D	Cons. & Env. Man.
	2.1.3 - 01-053	Deliver Key Service Area - Advocacy - Ensure the Shire is not disadvantaged by environmental offsets from urban areas	~	~	~	~		



## SCP OUTCOME 2.2 - SUSTAINABLE RESOURCE MANAGEMENT

The Shire practices sustainable resource management within its operations and supports the community to do the same.

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
SCP Priority	2.2.1	Maintain quality waste services that support the Western Australian Waste Strategy						
CBP Action	2.2.1 - 02	Deliver Key service Area - Service Activity					R&D	Waste Services
	2.2.1 - 02-055	Deliver Key Service Area - Waste Services - Service Activity	~	~	~	~		
SCP Priority	2.2.2	Continue to investigate increased alternative energy sources for Shire building and assets					<u> </u>	
CBP Action	2.2.2 - 01	Investigate increased alternative energy sources for Shire building and assets					R&D	Cons. & Env. Man.
	2.2.2 - 01-057	Investigate increased alternative energy sources for Shire buildings and assets	~	1	1	1		



## **OBJECTIVE 3 - INFRASTRUCTURE AND DEVELOPMENT**

To effectively manage growth and provide for community through the delivery of community infrastructure in a financially responsible manner.

The Infrastructure and Development Focus Area mirrors the emphasis on implementing growth plans in sub-regional areas and integrating sub-regional services in the Connected Communities growth pillar of the Wheatbelt Blueprint.

## SCP OUTCOME 3.1 - DEVELOPMENT

New and existing developments meet the Shire's Strategic Objectives and Outcomes

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
CBP Action	3.1.0 - 02	Deliver Key Service Area - Building Permits					R&D	Building Permits
	3.1.0 - 03-058	Deliver Key Service Area - Building Permits	~	4	1	1		
CBP Action -	3.1.0 - 04	Deliver Key Service Area - Planning Permits					R&D	Planning Permits
	3.1.0 - 04-060	Deliver Key Service Area - Planning Permits	~	~	*	~		
SCP Priority	3.1.1	Support strategies that facilitate commercial development						
CBP Action	3.1.1 - 04	Support and facilitate commercial development consistent with the Shire's objectives					R&D	Economic Dev. & Tourism Infr
	3.1.1 - 04 -065	Deliver Key Service Area - Planning Permits - Support and facilitate commercial development consistent with the Shire's Objectives	V	~	~	V		
SCP Priority	3.1.2	Support strategies that facilitate greater investment in housing and housing diversity						
CBP Action	3.1.2 - 02	Advocate for strategies that facilitate greater investment in housing and housing diversity					R&D	Advocacy
	3.1.2 - 02-066	Deliver Key Service Area - Advocacy - Strategies that facilitate greater investment in housing and housing diversity	<b>~</b>	<b>~</b>	1	~		
SCP Priority	3.1.3	Continue to invest in the Guilderton Caravan Park upgrades						
CBP Action	3.1.3 - 01	Ongoing delivery of Shire-managed caravan parks				п п	R&D	Caravan Park
CW, CF	3.1.3 - 01-069	Guilderton Caravan Park - Replace Waste Water - design & construction	\$100,000	\$300,000				



## SCP OUTCOME 3.2 - COMMUNITY INFRASTRUCTURE

The Shire provides fit for purpose community infrastructure in a financially responsible manner

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
CBP Action	3.2.0 - 01	Expand and Upgrade Community Facilities					ccs	Sport & Recreation
OMP	3.2.0 - 01-071	Lancelin - Lancelin Sporting Complex - Reconstruction - Master Plan Design Specifications	\$50,000					
CBP Action	3.2.0 - 02	Maintain and upgrade Community Facilities					ASST	
OMP	3.2.0 - 02-000	Building Maintenance	\$300,000	\$300,000	\$315,000	\$322,875		Community and Civic Buildings
cw	3,2.0 - 02-074	Lancelin - Hinchcliffe Lookout public toilets - Construction	\$100,000					Parks and Reserves
SCP Priority	3.2.1	Develop and plan community infrastructure to improve use and financial sustainability						
CBP Action	3.2.1 - 01	Ongoing delivery to design and plan community infrastructure to improve use and financial sustainability					ASST	IPR
	3.2.1 - 01-089	Develop and plan community infrastructure to improve use and financial sustainability	~	~	~	~		
SCP Priority	3.2.2	Improve the provision of age-friendly infrastructure for all, including Disability Access and Inclusion Planning						
CBP Action-	3.2.2 - 01	Implementation of Age Friendly Communities Report within existing resources and facilities					R&D	Community and Civic Buildings
	3.2.2 - 01-090	Implementation of the Age Friendly Communities Report within existing resources and facilities.	~	~	~	~		



## SCP OUTCOME 3.3 - CONNECTIVITY AND ACCESSIBILITY

The Shire's community and infrastructure supports connectivity and accessibility

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
SCP Priority	3,3,1	Undertake and implement effective integrated transport network planning						
CBP Action	3.3.1 - 01	Review road hierarchy plan					OPS	Roads & Paths
	3.3.1 - 01-000	Review road hierarchy plan	~		~			
SCP Priority	3.3.2	Continue the focus on upgrading existing roads, verges, streetscapes and trails						
CBP Action	3.3.2 - 01	Maintain existing Road, Path and sundries network					OPS	Roads & Paths
CW, CF	3.3.2 - 01-000	Maintain Existing Road network (future programmed works)*	\$9,488,876	\$3,485,000	\$3,572,125	\$3,661,428		
OMP	3.3.2 - 01-115	Western Power Street lighting (whole Shire)	\$136,500	\$140,732	\$145,094	\$149,592		
CBP Action	3.3.2 - 02	Expand and upgrade Road, Path and sundries network					OPS	Roads & Paths
cw	3.3.2 - 02-000	Gingin town site - 2nd bridge*				\$3,566,057		
CW	3.3.2 - 02-001	Upgrade Weld Street Bridge - Gingin*		\$1,332,000				
cw	3.3.2 - 02-116	Pathways expansion/renewal/upgrade	\$105,063	\$107,689	\$110,382	\$113,142		
cw	3,3.2 - 02-119	10 Year Bridge maintenance Program - Repairs and inspection	\$75,515	\$88,722	\$72,009	\$50,088		
SCP Priority	3.3.3	Advocate for appropriate road networks to support increased agri-business and extractive enterprises such as lime, sand and gravel						
CBP Action	3.3.3 - 01	Advocacy - Appropriate road networks to support increased agrl-business and extractive enterprises such as lime, sand and gravel					CEO	Advocacy
	3.3.3 - 01-120	Delivery Key Service Area - Advocacy - Appropriate road networks to support increased agri-business and extractive enterprises such as lime, sand and gravel	<b>~</b>	¥	~	*		
SCP Priority	3.3.4	Investigate partnerships for the provision of community assisted transport						
CBP Action	3.3.4 - 01	Investigate partnerships for the provision of community assisted transport					ccs	Community Programs
	3.3.4 - 01-121	Deliver Key Service Area - Investigate partnerships for the provision of community assisted transport	*	<b>~</b>	~	~		



## **OBJECTIVE 4 - ECONOMIC DEVELOPMENT**

To support economic development through the Shire's service delivery.

This Focus Area aligns with the emphasis on industry development, business development and key infrastructure to enhance access to markets and services contained in the Vibrant Economy growth pillar of the Wheatbelt Blueprint.

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
GCP Priority	4.1.1	Support the development of the Shire of Gingin as a premier destination in alignment with the Northern Growth Alliance Tourism Strategy						Alea
BP Action	4.1.1 - 01	Action and budget the priorities from the Northern Growth Alliance Tourism Strategy					CEO	Economi Dev. & Tourism Ir
	4.1.1 - 01-123	Action and Budget the Recommendations from the Tourism Strategy	~	~	1	~		
BP Action	4.1.1 - 02	In partnership with State and Federal Government invest in major Community Infrastructure projects that support tourism					ASST	Parks & Reserve
CW, CF	4.1.1 - 02 -124	Lancelin - Skate and BMX Park (Stage 2)*	\$218,000					
OMP	4.1.1 - 02-125	Design/Feasibility Plan Road Construction - Ledge Point to Lancelin Road	\$120,000					
CBP Action	4.1.1 - 03	Expand, upgrade and maintain Community Facilities that support tourism and service the local community					ASST	Economi Dev. & Tourism In
CW, CF	4.1.1 - 03-127	Lancelin - Foreshore Development - Cunliffe Street Carpark*	\$500,000					
cw	4.1.1 - 03-128	Guilderton - Moore River Boardwalk replacement*	\$220,000					
OMP	4.1.1 - 03-129	Lancelin - Off-road Vehicle Area - public amenities design/feasibility	\$50,000					
CP Priority	4.1.2	Advocate for the proposed Marina at Ledge Point and actively seek continued political support						
CBP Action	4.1.2 - 01	Advocate to locate a boat ramp at Ledge Point (Marina)					CEO	Advocac
	4,1.2 - 01-130	Deliver Key Service Area - Advocacy - For the proposed Ledge Point Recreational Boat Launching Facility (Marina) and actively seek continued political support	~	1	~	1		
SCP Priority	4.1.3	Source funding for the Gingin Regional Children's Playground						
CBP Action	4.1.3 - 01	In partnership with State and Federal Government Source funding for the Gingin Regional Children's Playground					ASST	Economi Dev. & Tourism In
œw	4.1.3 - 01-131	Gingin - Regional Playground (Children and Young Peoples Playground and Skate park & Adult Exercise Equipment)*	\$1,025,890					
					1	2 6	N. S. S.	
						T ON	- AKID	

## SCP OUTCOME 4.2 - FOOD BOWL

A strategically significant agricultural hub to the Perth Metropolitan Area

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
SCP Priority	4.2.1	Update the Shire's Town Planning Scheme to recognise the development of an Agri-Industry Hub (Special Areas)						
CBP Action	4.2.1 - 01	Include Agri-Industry Hub (Special Area(s) when reviewing TPS 9 - Land Use					R&D	Econ. Dev. & Tourism Infr.
	4.2.1 - 01-132	Include Agri-Industry Hub (Special Areas) when reviewing TPS 9 - Land Use	~					
SCP Priority	4.2.2	Ongoing advocacy for Agri-industry and Seafood Processing						
CBP Action	4.2.2 - 01	Deliver Key service Area – Ongoing Advocacy for Agri-Industry and Seafood Processing					CEO	Advocacy
	4.2.2 - 01-133	Deliver Key Service Area - Advocacy - ongoing advocacy for Agri-industry and Seafood Processing	~	~	~	~		
SCP Priority	4.2.3	Continue to Advocate the Department of Water for water allocation issues on behalf of key stakeholders						
CBP Action	4.2.3 - 01	Deliver Key Service Area – Ongoing Advocacy to the Department of Water for water allocation					CEO	Advocacy
	4.2.3 - 01-134	Deliver Key Service Area - Advocacy - Department of Water for water allocation issues on behalf of key stakeholders.	~	<b>√</b>	✓	*		

## SCP OUTCOME 4.3 - INNOVATION

Innovation is the foundation of economic growth across the Shire

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
SCP Priority	4.3.1	Continue to develop policies that encourage small commercial enterprises						
CBP Action	4.3.1 - 01	Continue to develop policies and practices that encourages small commercial enterprise					CEO	Econ. Dev. & Tourism Infr.
	4.3.1 - 01-135	Deliver Key Service Area - Continue to develop policies and practices that encourages small commercial enterprise	¥	¥	*	*		
SCP Priority	4.3.2	Promote and advocate Local Economic Development Support programs and initiatives						
CBP Action	4.3.2 - 01	Continue to support Economic Development Programs					CEO	Econ. Dev. & Tourism Infr.
	4.3.2 - 01 136	Deliver Key Service Area - Support Community Resource Centres and the Chamber of Commerce to deliver education and training to support local economic development	*	*	*	~		
SCP Priority	4.3.3	Advocate for improved access to telecommunications infrastructure						
CBP Action	4.3.3 - 01	Advocate for improved access to telecommunications infrastructure					CEO	Advocacy
	4.3.3 - 01-138	Deliver Key Service Area - Advocacy - Telecommunications access	~	~	~	<b>✓</b>		

## **OBJECTIVE 5 - GOVERNANCE**

To demonstrate effective leadership, governance and advocacy on behalf of community.

The Wheatbelt Blueprint focus on Effective Partnerships is based on the same foundations of leadership, governance and advocacy in the Strategic Community 2019-2029 Plan.

	COME 5.1 · nisational/B	<b>- VALUES</b> Jusiness Values are demon	strated ir	n all that	we do			
			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
CBP Action	5.1.0 - 01	Facilitate Good Governance					CEO	Governance
	5.1.0 - 01-139	Annual Audit Compliance	~	~	~	~		
	5.1.0 - 01-140	Undertake periodic reviews of Council Policies & Local Laws – Service Activity	¥	¥**	¥	<b>V</b>		
SCP Priority	5.1.1	Develop the skills and capabilities of our Elected Members and Staff						
CBP Action	5.1.1 - 01	The Shire's Code of Conduct TRACK is led by the Executive Management Team and demonstrated in work practices					CEO	Human Resources
	5.1.1 - 01-142	Executive Management Team - TRACK Leadership	~	~	~	~		
CBP Action	5.1.1 - 02	Provide training and development opportunities to Elected Members					CEO	Elected members Services
	5.1.1 - 02-143	Elected Members Training and Development	1	V	V	V		
CBP Action	5.1.1 - 03	Provide training and development opportunities to all staff					CEO	Human Resources
	5.1.1 - 03-144	Staff Training and Development	*	~	~	✓		
SCP Priority	5.1.2	Increase the focus on future financial sustainability, to cater for anticipated growth						
CBP Action	5.1.2 - 01	Implement and review the Shire's Strategic Community Plan and Corporate Business Plan					CEO	IPR
	5.1.2 - 01-145	Annual Review and Quarterly Reporting on Corporate Business Plan	~	<b>*</b>	<b>*</b>	4		
	5.1.2 - 01-146	Review and implementation of the Strategic Community Plan	~	*	~	~		
CBP Action	5.1.2 - 03	Implement and review the Workforce Plan					CEO	IPR
	5.1.2 - 03-148	Annual Review of the Workforce Plan	~	~	✓	~		
CBP Action	5.1.2 - 05	Maintain Administration Assets					OPS	Community & Civic Buildings
CW, CF	5.1.2 - 05-152	Gingin - Shire Administration Centre - Archive Shed extension	\$137,960					
CBP Action	5.1.2 - 07	Maintain Administration Plant, Furniture and Equipment					OPS	Governance
CW	5.1.2 - 07-000	Plant Replacement Program	\$1,225,183	\$1,075,000	\$1,142,000	\$626,000		

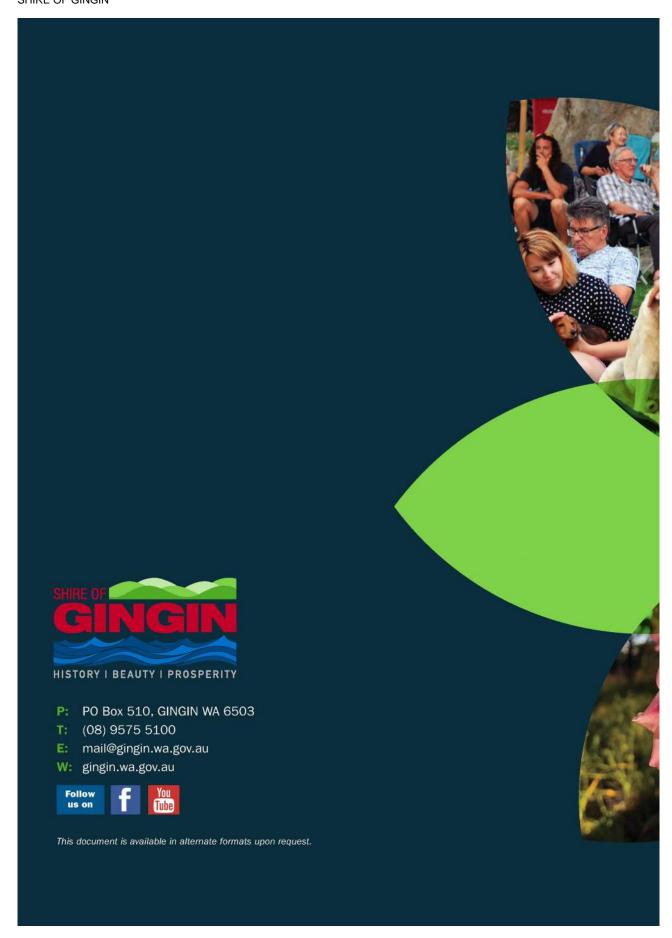
			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
CBP Action	5.1.2 - 09	Consider an additional 0.6 x FTE Strategic Projects Officer						
	5.1.2 - 09 175	Consider an additional 0.6 x FTE Strategic Projects Officer for 2021/22 for inclusion in the Workforce Plan (dependent upon actual need and growth)	~					
CBP Action	5.1.2 - 10	Consider an additional 0.6 x FTE Tourism/Economic Development Officer						
	5.1.2 - 10-176	Consider an additional 0.6 x FTE Tourism/ Economic Development Officer for 2022/23 for inclusion in the Workforce Plan (dependent upon actual need and growth)	V	v				
0.000 may 1.000 0.000 0.000	COME 5.2 - provides cu	- <b>SERVICE</b> istomer focused service de	elivery					
			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
CBP Action	5.2.0 - 01	Ongoing provision of Customer Service					ccs	Customer Service
	5.2.0 - 01-177	Deliver Key Service Area – Customer Service – Service Activity	~	~	~	¥		
CBP Action	5.2.0 - 02	Review and maintain Human Resources Systems					CEO	Human Resources
	5.2.0 - 02-000	Review Code of Conduct			~			
	5.2.0 - 02-178	Deliver Key Service Area – Human Resources – Service Activity	~	~	~	2		
	5.2.0 - 02-179	Deliver Employee Recognition Program – Service Activity	~	~	1	~		
CBP Action	5.2.0 - 03	Develop a program of Service Reviews and an approach to Service/Place Planning					CEO	IPR
	5.2.0 - 03-180	Develop and implement an ongoing program of Service Planning and Reviews	~	~	~	~		
SCP Priority	5.2.1	Implement a Community Engagement Policy to continue improvement in the Shire's communication and engagement		77	37	99		
CBP Action	5.2.1 - 01	Develop and maintain a Stakeholder and Community Engagement Strategy and Policy					CEO	Marketing and Comms
	5.2.1 - 01-234	Develop and Implement a Stakeholder and Community Engagement Strategy and Policy	~					
SCP Priority	5.2.2	Utilise new technologies to reduce cost and improve service delivery			100			
CBP Action	5.2.2 - 01	Maintain and upgrade Shire IT Equipment					ccs	ñ
OMP	5.2.2 - 01-000	Asset Finda		\$50,000				
OMP	5.2.2 - 01-001	Altus Payroll		\$50,000				
CW	5.2.2 - 01-184	Renew Server	\$55,000	\$55,000				
OMP	5.2.2 - 01-185	Altus - platinum service support including additional Altus products	\$126,000	\$129,150	\$132,379	\$135,688		

## SCP OUTCOME 5.3 - PARTNER

The Shire works productively with a range of partners to deliver better outcomes for the community

			2020/21	2021/22	2022/23	2023/24	Lead	Service Area
SCP Priority	5.3.1	Formalise and strengthen the advocacy process of the Shire						
CBP Action	5.3.1 - 01	Identify project/administrative process/ other issue that Council wants to platform as an improvement process or has community benefit, as an area of advocacy and implement					CEO	Advocacy
	5.3.1 - 01 -187	Deliver Key Service Area - Identify project/ administrative process/other issue that Council wants to platform as an improvement process or has community benefit as an area of and implement	·	*	~	<b>*</b>		
CBP Action	5.3.1 - 02	Maintain and continue to work with the Northern Growth Alliance on regional projects.					CEO	Advocacy
	5.3.1 - 02 -188	Deliver Key Service Area - Continue to work with the Northern Growth Alliance on regional projects	4	~	~	~		
SCP Priority	5.3.2	Encourage the Water Advisory Group to work collaboratively with stakeholders to address priority water issues						
CBP Action	5.3.2 - 01	Encourage the Water Advisory Group to work collaboratively with stakeholders to address priority water issues					CEO	Advocacy
	5.3.2 - 01 -189	Deliver Key Service Area - Advocacy - Encourage the Water Advisory Group to work collaboratively with stakeholders to address priority water issues		Ý	*	~		





# 11.1.3 DELEGATION 1.20 APPOINTMENT OF AUTHORISED PERSONS AND APPROVAL OF COMPLAINT OF BREACH FORM (CODE OF CONDUCT FOR COUNCIL MEMBERS, COMMITTEE MEMBERS AND CANDIDATES)

File:	COR/13; GOV/10
Author:	Lee-Anne Burt – Governance Officer
Reporting Officer:	Aaron Cook – Chief Executive Officer
Report Date:	16 February 2021
Refer:	Nil
Appendices:	1. Draft Delegation 1.20

## **DISCLOSURES OF INTEREST**

Nil

## **PURPOSE**

To consider granting delegated powers to the CEO to:

- Approve the form in which complaints relating to alleged breaches of the Code of Conduct for Council Members, Committee Members and Candidates must be submitted; and
- 2. Appoint authorised persons for the purpose of receiving complaints and withdrawals of complaint in relation to alleged breaches of the Model Code.

### **BACKGROUND**

The Local Government (Model Code of Conduct) Regulations 2021 (the Model Code of Conduct) took effect on 3 February 2021.

The Model Code of Conduct repeals and replaces the *Local Government (Rules of Conduct)* Regulations 2007 (the Rules of Conduct Regulations) and also replaces any previous Codes of Conduct formulated by local governments for elected members and committee members.

All local governments, are required to adopt a new Code of Conduct for Council Members, Committee Members and Candidates that incorporates the Model Code of Conduct by 3 May 2021. In the interim, the Model Code of Conduct will be taken to be the local government's adopted Code of Conduct until such time as a new Code is adopted.

The Model Code incorporates general principles and behaviours to be observed by all elected members, together with redrafted versions of the rules of conduct contained within the former Rules of Conduct Regulations. In general, the conduct standards encompassed by the Model Code do not differ significantly from those contained within the former Rules of Conduct Regulations and the Shire of Gingin Code of Conduct for Councillors and Committee Members. The most significant change introduced by the Model Code is in relation to how complaints alleging breaches of the Code are dealt with.

The Model Code requires that complaints alleging a breach of the Code of Conduct be dealt with as follows:

- 1. Alleged breaches of Division 3 Behaviour must be dealt with by the local government.
- 2. Alleged breaches of the Division 4 Rules of Conduct are deemed to be *minor breaches*, and must be forwarded to a Standards Panel to be dealt with.

The Model Code requires that every local government both approve the form in which complaints relating to breaches of Division 3 of the Code of Conduct must be submitted, and appoint an authorised person or persons to receive complaints and withdrawals of complaint.

These powers can be delegated to the CEO in accordance with s.5.42 and 5.43 of the *Local Government Act 1995*, and it is suggested that it would be appropriate for Council to do so.

It is not suggested that the local government's duty to consider and deal with a complaint made under Division 3 be delegated. Rather, a complaint or withdrawal of complaint, once received by the Complaints Officer, would then be submitted to Council for consideration.

#### COMMENT

An Instrument of Delegation (Appendix 1) has been prepared for Council's consideration.

It should be noted that the proposed delegation does not extend to considering and dealing with a complaint. The delegation empowers the CEO to:

- 1. Authorise a person to receive complaints and withdrawals of complaint. Once a complaint is received, the authorised person would determine whether it is a complaint under Division 3 or Division 4 of the Code of Conduct and then refer it to either Council or the Standards Panel, as appropriate, for consideration.
- 2. Approve the form to be used when submitting complaints of alleged breach.

## STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 5 – Administration
Division 2 – Conduct

Local Government (Model Code of Conduct) Regulations 2021
Schedule 1 – Model code of conduct
Division 3 – Behaviour
cl.11 – Complaint about alleged breach

#### **POLICY IMPLICATIONS**

Nil

#### **BUDGET IMPLICATIONS**

Nil

## STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Objective	5 – To demonstrate effective leadership, governance and advocacy
	on behalf of community
Outcome	5.1 Values
	Our Organisational/Business Values are demonstrated in all that
	we do
Key Service	N/A
Areas	
Priorities	N/A

## **VOTING REQUIREMENTS – SIMPLE MAJORITY**

## COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Morton SECONDED: Councillor Balcombe

That Council adopt Delegation 1.20 Appointment of Authorised Persons and Approval of Complaint Of Breach Form (Code of Conduct for Council Members, Committee Members and Candidates) as shown at Appendix 1.

**CARRIED UNANIMOUSLY** 

# **APPENDIX 1**



## Delegation of authority

Delegation	1.20 Appointment of Authorised Persons and Approval of Complaint of Breach Form (Code of Conduct for Council Members, Committee Members and Candidates) (DRAFT)
Category	Administration
Delegator	Council
Express power to delegate	Local Government Act 1995     • s.5.42 Delegation of some powers or duties to the CEO     • s.5.43 Limitations on delegations to the CEO
Express power or duty delegated	Local Government (Model Code of Conduct) Regulations 2021 Schedule 1 Model code of conduct  • cl.10 s.11(2)(a) and (b) and (3) Complaint about alleged breach
Function	Approve the form in which complaints relating to alleged breaches of the Code of Conduct for Council Members, Committee Members and Candidates must be submitted.      Appoint authorised persons to receive complaints and withdrawals of complaints in relation to alleged breaches of the Code of Conduct for Council Members, Committee Members and Candidates.
Delegates	CEO
Express power to subdelegate	Local Government Act 1995:  • s.5.44 CEO may delegate some powers and duties to other employees
Statutory framework	Nil
Policy	Nil
Record keeping	Each exercise of delegation is to be captured in the Shire's records management system.

## 11.2. CORPORATE AND COMMUNITY SERVICES

## 11.2.1 MONTHLY FINANCIAL STATEMENT FOR THE PERIOD ENDING 31 JANUARY 2021

File:	FIN/25					
Author:	Ziggy Edwards – Manager Corporate Services					
Reporting Officer:	Les Crichton – Executive Manager Corporate and					
	Community Services					
Report Date:	16 February 2021					
Refer:	Nil					
Appendices:	Monthly Financial Statement for the period ending					
	31 January 2021					
	2. Term Investments					

#### **DISCLOSURES OF INTEREST**

Nil

#### **PURPOSE**

To present for Council endorsement the Monthly Statement of Financial Activity for the period ending 31 January 2021.

#### **BACKGROUND**

The financial statements are presented to Council in accordance with the *Local Government Act 1995* and *Local Government (Financial Management) Regulations 1996*.

## **COMMENT**

The Financial Statements for the month ending 31 January 2021 present the financial performance of the Shire for the 2020/21 financial year and compare year to date expenditure and revenue against the corresponding year-to-date budget.

The later adoption of Council's 2020/21 Budget (28 July) restricted the start of the major capital works and non-standard operating programs which has contributed to the (\$2,809,679) variance comprising:

#### Under budget

Operating Fund Surplus/Deficit	(\$405,770)
Operating Expenditure	\$980,878
Investing Activities – Expenditure	\$2,390,915
Financing Activities – Revenue	(\$2,629,570)
Investing Activities – Revenue	(\$3,516,848)

## Over budget

Operating Revenue \$1,929,232

Financing Activities – Expenditure (\$1,558,516)

A detailed explanation of the cause of the variations within each area is contained within **Appendix 1**.

## **Investments**

As required by Council Policy 3.2 Investments, details of Council's investments are provided within **Appendix 2**.

#### STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 6 – Financial Management
Division 3 – Reporting on activities and finance
Section 6.4 – Financial Report

Local Government (Financial Management) Regulations 1996

Part 4 – Financial Reports

Reg 34 – Financials activity statement required each month

Shire of Gingin Delegation Register – Delegation 2.4 Investing Money Not Required for the Time Being

#### **POLICY IMPLICATIONS**

Shire of Gingin Policy 3.2 – Investments

A monthly report will be provided to Council detailing the investments portfolio in terms of performance, percentage exposure, maturity date and changes in market value.

## **BUDGET IMPLICATIONS**

Nil

#### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Objective	5. To demonstrate effective leadership, governance and advocacy on
	behalf of the community
Outcome	5.1 Values
	Our Organisational & Business values are demonstrated in all that we do
Key Service	Financial Management
Areas	
Priorities	N/A

## **VOTING REQUIREMENTS – SIMPLE MAJORITY**

## COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Morton

That Council endorse the Statement of Financial Activity for the period ending 31 January 2021.

**CARRIED UNANIMOUSLY** 

# **APPENDIX 1**





## MONTHLY FINANCIAL REPORT

(Containing the Statement of Financial Activity)

## FOR THE PERIOD OF 1 JULY 2020 TO 31 JANUARY 2021

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATION 1996

#### **Table of Contents**

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Trust Funds	14
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## Key Information

## Report Purpose:

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34.

#### Items of Significance:

The material variance adopted by the Shire of Gingin for the 2020/21 year is \$20,000 or 10% whichever is the greater. The following selected items have been highlighted due to the amount of the variance to the budget or due to the nature of the revenue/expenditure.

Note: The Statements are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

Prepared by: Karina Leonhardt Reviewed by: Ziggy Edwards Date Prepared: 10/02/2021

#### Statement of Financial Activity by Program

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %	Comments
DPENING FUNDING SURPLUS (DEFICIT)	2,018,290	2,018,290	1,612,520	(405,770)	(20.10%)	Lower than expected carried forward after 19/20 audit. Awaiting budget review finalisation.
REVENUE FROM OPERATING ACTIVITIES						
GENERAL PURPOSE FUNDING	1,134,514	654,699	574,173	(80,525)	(12.30%)	Timing of interest on investments.
GENERAL PURPOSE FUNDING - RATES	8,366,400	8,366,400	8,399,555	33,154	0.40%	Interim rates charged on Country Heights Estate Stage 1 properties;
GOVERNANCE	2,000	1,162	455	(707)	(60.88%)	Nil legal expenses recovered to date.
AW ORDER PUBLIC SAFETY	708,280	420,200	518,867	98,667	23.48%	Recognition of prior year income previously restricted upon transfer to reserve: unspent ESL gran funds 16/17 and Lower Coastal Fire Control funds.
DUCATION & WELFARE	108,787	63,434	295,550	232,116	365,92%	Recognition of prior year income previously restricted upon transfer to reserve: Community Bus Replacement.
HEALTH	723,500	438,699	340,012	(98,687)	(22.50%)	Medical Centre income restrained by single doctor service.
HOUSING	12,000	7,000	9,270	2,270	32.43%	Timing of rental payments for staff housing.
COMMUNITY AMENITIES	1,916,080	1,159,310	1,281,553	122,243		Recognition of prior year income previously restricted upon transfer to reserve: Coastal inundation (unspent portion of voluntary coastal erosion levy).
RECREATION & CULTURE	257,668	167,719	291,384	123,665		Recognition of prior year income previously restricted upon transfer to reserve: 19/20 BEN Signs grant and Granville Park contribution to works.
RANSPORT	207,514	121,037	1,298,130	1,177,093		Recognition of prior year income previously restricted upon transfer to reserve: unspent roads and footpaths income; Wheatbelt Region Main Roads WA Direct Grant Claim for 2020/21 (Regional Road Group) received in August 2020. Profit on sale of vehicles changed over in December 2020 not included in original budget.
CONOMIC SERVICES	1,428,651	800,067	1,035,022	234,955		Agri Precinct Site Identification project funding balance recogn sed 20/21; timing of Guilderton Caravan Park income; higher than expected building licenses and fees income;
Other Property & Services	274,665	160,202	307,881	147,679		Timing of insurance reimbursement for vehicle 5GG and lighting tower, higher than expected vehicle licensing commission YTD; higher than expected information fee income; unbudgeted grant funding for Standard Chart of Accounts restructure; refund of Superannuation administration fees.
OTAL REVENUE	15,140,059	12,359,929	14,351,852	1,991,923	16.12%	

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. % Comments
EXPENDITURE FROM OPERATING					
ACTIVITIES GENERAL PURPOSE FUNDING	(474,767)	(276,906)	(267,902)	9,004	(3.25%)
GOVERNANCE	(1,160,411)	(676,746)	(661,881)	14,865	(2.20%)
LAW ORDER PUBLIC SAFETY	(1,794,849)	(1,049,511)	(973,836)	75,675	(7.21%) Timing of fire season related expenditure; timing of maintenance to ranger vehicles.
EDUCATION & WELFARE	(228,486)	(132,957)	(130,927)	2,030	(1.53%)
HEALTH	(1,001,925)	(580,282)	(611,798)	(31,516)	5.43% Medical Centre management costs and wages;
HOUSING	(41,645)	(24,185)	(17,954)	6,231	(25.76%) Timing of works and maintenance of staff housing.
COMMUNITY AMENITIES	(3,177,843)	(1,852,518)	(1,397,498)	455,020	(24.56%) Timing of completion of waste management plan; timing of Coastal Hazard Risk Management plan; timing of Coastal Groyne Analysis; timing of coastal monitoring activities including seawall assessment and maintenance; timing of CMPAP — Lancelin Planning Forward; timing of Town Planning Scheme Review; timing of Ellen Brockman Integrated Catchment Environmental allocation;
RECREATION & CULTURE	(3,839,596)	(2,234,479)	(1,989,465)	245,014	(10.97%) Timing of parks and gardens maintenance; timing of LORVA boundary fence relocation; timing of playground repairs/maintenance and development of a Playground Strategic Plan; timing of Shire suite of events:
TRANSPORT	(4,060,147)	(2,368,198)	(1,146,664)	1,221,534	(51.58%) Timing of road and bridge maintenance; year-end depreciation process for roads and bridges.
ECONOMIC SERVICES	(1,272,492)	(743,525)	(620,343)	123,182	(16.57%) Timing of Guilderton Caravan Park management contract billing; timing of community capacity building training and other community engagement expenditure; Timing of noxious weed spraying; timing of pool compliance inspections; timing of transfer of wages to waste; timing of expenses associated with commercial leases.
OTHER PROPERTY & SERVICES	(729,643)	(542,776)	(591,539)	(48,763)	8.98% Timing of computer support and maintenance; higher than expected worker's compensation insurance.
TOTAL EXPENSES	(17,781,804)	(10,482,083)	(8,409,809)	2,072,274	(19.77%)
OPERATING ACTIVITIES EXCLUDED FROM BUDGET					
ADJUST (PROFIT)/LOSS ON ASSET DISPOSALS	0	0	(62,691)	(62,691)	Original budget did not include provision for profit / loss on sale of assets.
ADD BACK DEPRECIATION	4,922,878	2,871,568	1,780,172	(1,091,396)	(38.01%) Variation due to year-end depreciation process for roads and bridges

D. E. D. T. T.	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %	Comments
AMOUNT ATTRIBUTABLE TO OPERATING ACTIVITIES	2,281,132	4,749,414	7,659,524	2,910,110	61.27%	
INVESTING ACTIVITIES						
NON-OPERATING GRANTS, SUBSIDIES AND CONTRIBUTIONS	12,774,739	6,489,378	2,895,891	(3,593,487)	(55.37%)	Timing of grants and contributions transferred from contract liability in line with performance obligations—as per AASB15 Revenue from contracts with customers
PURCHASE OF LAND & BUILDINGS	(3,543,085)	(1,938,377)	(252,213)	1,686,164	(86.99%)	Timing of capital purchases
PURCHASE INFRASTRUCTURE ASSETS - ROADS	(9,643,214)	(5,602,891)	(6,512,887)	(909,996)	16.24%	Timing of works on Orange Springs Road and Wheatbelt Secondary Freight Network projects,
PURCHASE INFRASTRUCTURE ASSETS - PARKS	(2,196,390)	(1,281,196)	(68,203)	1,212,993	(94.68%)	Timing of capital purchases
PURCHASE OTHER INFRASTRUCTURE	(10,000)	(5,831)	0	5,831	(100.00%)	Timing of capital purchases
PURCHASE FOOTPATHS	(105,063)	(61,285)	0	61,285	(100.00%)	Timing of capital purchases
PURCHASE INFRASTRUCTURE SEWERAGE	(100,000)	(58,331)	0	58,331	(100.00%)	Timing – loan not established yet
PURCHASE PLANT AND EQUIPMENT	(2,997,748)	(756,084)	(538,920)	217,164	(28.72%)	Timing of capital purchases
PURCHASE FURNITURE AND EQUIPMENT	(101,400)	(59,143)	0	59,143	(100.00%)	Timing of capital purchases
PROCEEDS FROM DISPOSAL OF ASSETS	253,545	147,889	224,528	76,639	51.82%	Timing of sale of plant
AMOUNT ATTRIBUTABLE TO INVESTING ACTIVITIES	(5,668,616)	(3,125,871)	(4,251,804)	(1,125,933)	36.02%	
FINANCING ACTIVITIES						
PROCEEDS FROM NEW DEBENTURES	527,000	307,412	0	(307,412)	(100.00%)	Loans not yet established – Gingin Outdoor Activity Space (GOAS), Guilderton Waste Water, Cuncliffe Street Redevelopment
TRANSFERS TO RESERVES (RESTRICTED ASSETS)	(47,013)	(27,377)	(1,600,084)	(1,572,707)	5744.63%	Former restricted cash transfers made to reserve as per Council resolution.
TRANSFERS FROM RESERVES (RESTRICTED ASSETS)	564,701	329,385	0	(329,385)	(100.00%)	End of year process.
REPAYMENT OF DEBENTURES	(222,197)	(135,263)	(120,178)	15,085	(11.15%)	
SELF-SUPPORTING LOAN PRICIPAL INCOME	13,505	6,660	6,493	(167)	(2.51%)	

	Current Annual Budget	Current YTD Budget	YTD Actual	Var. \$	Var. %	Comments
PAYMENT OF PRINCIPAL PORTION OF LEASE LIABILITIES	(7,580)	(4,424)	(5,318)	(894)	20.22%	
RESTRICTED CASH	540,777	322,945	(1,669,661)	(1,992,606)	(617.01%)	Former restricted cash transfers made to reserve as per Council resolution.
AMOUNT ATTRIBUTABLE TO FINANCING	1,369,193	799,338	(3,388,748)	(4,188,086)	(523.94%)	
CLOSING FUNDING SURPLUS(DEFICIT)	0	4,441,171	1,631,492	(2,809,679)	(63.26%)	

## Statement of Financial Activity by Nature & Type

	Current Budget	Current YTD Budget	YTD Actuals	Var \$	Var %
OPENING FUNDING SURPLUS (DEFICIT)	2,018,290	2,018,290	1,612,520	(405,770)	(20.10%)
REVENUE FROM OPERATING ACTIVITIES					
RATES	8,366,400	8,359,305	8,399,555	40,250	0.48%
GRANTS & SUBSIDIES (OPERATING)	2,137,233	1,255,189	1,615,561	360,372	28.71%
FEES & CHARGES	4,191,433	2,444,219	2,565,851	121,632	4.98%
INTEREST EARNINGS	201,000	117,236	91,681	(25,555)	(21.80%)
OTHER REVENUE	243,993	183,980	1,605,607	1,421,627	772.71%
PROFIT ON SALE OF ASSETS	0	0	73,597	73,597	
TOTAL REVENUE	15,140,059	12,359,929	14,351,852	1,991,923	16.12%
EXPENDITURE FROM OPERATING ACTIVITIES					
EMPLOYEE COSTS	(6,178,914)	(3,603,663)	(3,408,545)	195,118	(5.41%)
MATERIALS & CONTRACTS	(5,250,157)	(3,048,870)	(2,287,294)	761,576	(24.98%)
UTILITIES (GAS WATER ETC)	(430,048)	(250,705)	(228,170)	22,535	(8.99%)
INSURANCES	(467,076)	(397,754)	(447,073)	(49,319)	12.40%
DEPRECIATION OF ASSETS	(4,922,878)	(2,871,568)	(1,780,172)	1,091,396	(38.01%)
INTEREST EXPENSES	(110,075)	(61,911)	(33,463)	28,449	(45.95%)
OTHER EXPENDITURE	(422,656)	(247,612)	(214,185)	33,427	(13.50%)
LOSS ON SALE OF ASSETS	0	0	(10,906)	(10,906)	
TOTAL EXPENSES	(17,781,804)	(10,482,083)	(8,409,809)	2,072,274	(19.77%)
OPERATING ACTIVITIES EXCLUDED FROM BUDGET					
ADJUST BACK DEPRECIATION	4,922,878	2,871,568	1,780,172	(1,091,396)	(38.01%)
ADJUST (PROFIT)/LOSS ON ASSET DISPOSALS	0	0	(62,691)	(62,691)	
AMOUNT ATTRIBUTABLE TO OPERATING ACTIVITIES INVESTING ACTIVITIES	2,281,132	4,749,414	7,659,524	2,910,110	61.27%
NON-OPERATING GRANTS, SUBSIDIES AND	12,774,739	6,489,378	2,895,891	(3,593,487)	(55.37%)
Contributions Proceeds from disposal of Assets	253,545	147,889	224,528	76,639	51.82%
PURCHASE LAND AND BUILDINGS	(3,543,085)	(1,938,377)	(252,213)	1,686,164	(86.99%)
PURCHASE INFRASTRUCTURE ASSETS - ROADS	(9,643,214)	(5,602,891)	(6,512,887)	(909,996)	16.24%
PURCHASE INFRASTRUCTURE ASSETS - PARKS	(2,196,390)	(1,281,196)	(68,203)	1,212,993	(94.68%)



## Statement of Financial Activity by Nature & Type

	Current Budget	Current YTD Budget	YTD Actuals	Var \$	Var %
PURCHASE PLANT AND EQUIPMENT	(2,997,748)	(756,084)	(538,920)	217,164	(28.72%)
PURCHASE FURNITURE AND EQUIPMENT	(101,400)	(59,143)	0	59,143	(100.00%)
PURCHASE FOOTPATHS	(105,063)	(61,285)	0	61,285	(100.00%)
PURCHASE OTHER INFRASTRUCTURE	(10,000)	(5,831)	0	5,831	(100.00%)
PURCHASE INFRASTRUCTURE SEWERAGE	(100,000)	(58,331)	0	58,331	(100.00%)
AMOUNT ATTRIBUTABLE TO INVESTING ACTIVITIES	(5,668,616)	(3,125,871)	(4,251,804)	(1,125,933)	36.02%
FINANCING ACTIVITIES					
PROCEEDS FROM NEW DEBENTURES	527,000	307,412	0	(307,412)	(100.00%)
TRANSFERS TO RESERVES (RESTRICTED ASSETS)	(47,013)	(27,377)	(1,600,084)	(1,572,707)	5744.63%
TRANSFERS FROM RESERVES (RESTRICTED ASSETS)	564,701	329,385	0	(329,385)	(100.00%)
REPAYMENT OF DEBENTURES	(222,197)	(135,263)	(120,178)	15,085	(11.15%)
SELF-SUPPORTING LOAN PRICIPAL INCOME	13,505	6,660	6,493	(167)	(2.51%)
PAYMENT OF PRINCIPAL PORTION OF LEASE LIABILITIES	(7,580)	(4,424)	(5,318)	(894)	20.22%
RESTRICTED CASH	540,777	322,945	(1,669,661)	(1,992,606)	(617.01%)
AMOUNT ATTRIBUTABLE TO FINANCING	1,369,193	799,338	(3,388,748)	(4,188,086)	(523.94%)
CLOSING FUNDING SURPLUS(DEFICIT)	0	4,441,171	1,631,492	(2,809,679)	(63.26%)



## Acquisition of Assets & Other Non-Capital Expenditure

## By Program

	Capital Expenditure Actual 20/21	Capital Expenditure Annual Budget 20/21
GENERAL PURPOSE FUNDING	0	43,613
LAW ORDER PUBLIC SAFETY	119,091	4,051,500
EDUCATION & WELFARE	88,571	32,000
HEALTH	227,033	79,686
COMMUNITY AMENITIES	256,034	125,631
RECREATION & CULTURE	118,345	2,988,194
TRANSPORT	8,093,687	10,939,960
ECONOMIC SERVICES	25,843	231,204
OTHER PROPERTY & SERVICES	200,544	430,337
TOTAL	9,129,148	18,922,125

## By Nature & Type

	Capital Expenditure Actual 20/21	Capital Expenditure Annual Budget 20/21
ACCRUED LONG SERVICE LEAVE	31,346	0
LOAN LIABILITY - SHIRE	120,177	222,197
RIGHT OF USE ASSETS - LEASE LIABILITY	5,318	7,580
FIXED ASSETS-LAND	25,000	15,000
FIXED ASSETS-BUILDINGS	227,213	3,528,085
FIXED ASSETS-FURNITURE\FITTING	0	101,400
FIXED ASSETS-PLANT & EQUIPMENT	538,920	2,946,183
INFRASTRUCTURE ASSETS - ROADS	6,512,887	9,643,214
INFRASTRUCTURE ASSETS - PARKS	68,203	2,196,390
INFRASTRUCTURE OTHER	0	10,000
INFRASTRUCTURE - FOOTPATHS	0	105,063
INFRASTRUCTURE - SEWERAGE	0	100,000
ACCUMULATED SURPLUS	1,600,084	47,013
TOTAL	9,129,148	18,922,125



## Disposal of Assets

Disposal of Assets	Annual Budget	Actuals	
10 COMMUNITY AMENITIES			
SALE OF ASSETS			
10618115 Sale Of Assets - GG046	15,000	20,455	
Total 140 SALE OF ASSETS	15,000	20,455	
LOSS ON SALE OF ASSETS	A THE SAME OF THE PERSON OF TH	The state of the s	
10607400 Loss On Sale Of Assets-106	0	(2543)	
Total LOSS ON SALE OF ASSETS	0	(2,543)	
Total COMMUNITY AMENITIES	15,000	17,912	
12 TRANSPORT		The second	
SALE OF ASSETS	ACCURATE WAS ASSESSED.		
12318205 Sale of assets VMB Trailer GG6015	1,000	0	
12318902 Sale of Utility GG009	14,545	0	
12318921 Sale Works Utility GG020	15,000	16,636	
12318924 Sale of John Deere Grader GG004	115,000	115,000	
12318928 Sale of Mercedes Tip Truck GG028	20,000	0	
12318930 Sale Of Front End Loader (Case) GG006	30,000	0	
12318956 Sale of 1995 Nissan Tip Truck GG086	28,000	0	
12318965 Sale of Isuzu D-Max Utility GG068	15,000	21,636	
Total SALE OF ASSETS	238,545	153,272	
PROFIT ON SALE OF ASSETS		A CONTRACTOR OF THE PARTY OF TH	
12317500 Profit On Sale Of Assets-123	0	73,597	
Total PROFIT ON SALE OF ASSETS	0	73,597	
LOSS ON SALE OF ASSETS	According to the second	STATE OF STREET	
12307400 Loss On Sale Of Assets-123	0	(8,363)	
Total LOSS ON SALE OF ASSETS	0	(8,363)	
Total TRANSPORT	238,545	218,506	
14 OTHER PROPERTY & SERVICES			
SALE OF ASSETS			
14717136 Insurance Reimbursements-147	0	50,801	
Total SALE OF ASSETS	0	50,801	
Total OTHER PROPERTY & SERVICES	0	50,801	
TOTAL	253,545.	287,219	
TOTAL SALE OF ASSETS	253,545	224,528	
TOTAL PROFIT ON SALE OF ASSETS	0	73,597	
TOTAL LOSS ON SALE OF ASSETS	0	(10,906)	

## Information on Borrowings

Loan	Loan Term (Yrs)	Start date	Remaining Term (Yrs)	Opening Balance	New Loan	Principal (Actuals)	Principal (Budget)	Principal Outstanding (Actual)	Principal Outstanding (Budget)	Interest (Actuals)	Interest (Budget)
100 GG Medical Centre	20	30/01/2004	3.5	131,258	0	14,602	14,602	116,656	116,656	4,272	4,272
111 Wannamal West Road	20	15/08/2006	6	435,111	0	9,261	9,261	425,850	425,850	14,119	14,119
114 Guilderton Country Club (Hall) Extensions	20	20/05/2008	7.5	370,176	0	17,554	17,554	352,622	352,622	13,215	13,215
120 Regional Hardcourt Facility	20	19/06/2009	8.5	264,332	0	10,947	10,947	253,385	253,385	8,829	8,829
123 Lot 44 Weld St	20	16/04/2008	7.5	169,628	0	8,102	8,102	161,526	161,526	5,903	5,903
124A Regional Hardcourt Facility	16	4/06/2014	9.5	254,468	0	10,405	10,406	244,063	244,062	5,255	5,255
126 Gingin Aquatic Centre Tiling	10	3/02/2016	5.5	95,470	0	7,300	7,300	88,170	88,170	1,480	1,480
127 Seabird Seawall Extension	10	27/07/2016	6	145,019	0	20,809	20,809	124,210	124,210	3,510	3,510
128 Lancelin Caravan Park Assets	5	16/08/2017	2	103,129	0	20,112	20,113	83,017	83,015	1,299	1,299
130 Ledge Point Country Club Cool Room	10	22/05/2019	8,5	21,435	0	1,085	1,085	20,350	20,350	232	231
New Loan – Cunliffe Street Redevelopment	Proposed				250,000						
New Loan 131 Guilderton Caravan Park Waste Water	Proposed				100,000						
New Loan – Gingin Outdoor Activity Space	Proposed				177,000						
TOTAL				1,990,026	527,000	120,177	120,179	1,869,849	1,869,847	58,114	58,113



#### RESERVES CASH-BACKED

Reserve	Opening Balance	Amended Budget Interest Earned	Actual Interest Earned	Amended Budget Transfers-In (+)	Actual Transfers-In (+)	Amended Budget Transfers-Out (-)	Actual Transfers-Out (-)	Amended Budget Closing Balance	Actual YTD Closing Balance
01 LSL; Annual; Sick Leave and Staff Contingency	428,450	2,912	Earried	(+)	(+)	(-)	(-)	424,362	428,450
02 Office Equipment Reserve	2.026								
	2,936	69			- 0101011111111			10,005	
03 Plant and Equipment Reserve 04 Lancelin Lookout Reserve	1,832,540	8,985			141,076	157,638		1,683,887	1,973,616
	0	0						0	
05 Land and Buildings Reserve	1,103,924	4,976				137,960		970,940	1,103,924
06 Guilderton Caravan Park Reserve	35,587	246						35,833	35,587
07 Shire Recreation Development Reserve	74,922	518				50,000		25,440	74,922
08 Redfield Park Reserve	31,379	217						31,596	31,379
09 Ocean Farm Recreation Reserve	31,072	215						31,287	31,072
10 Tip Rationalisation Reserve	1,293,667	7,621		17,013		10,000		1,117,120	1,293,667
11 Lancelin Community Sport and Recreation Reserve	79,513	425						79,938	79,513
12 Old Junction Hotel Reserve	0	0						0	0
13 Community Infrastructure	2,125	15			90,801			2,140	Control Control
14 Staff Housing Reserve	33,464	231			0.000			33,695	33,464
15 Future Infrastructure Reserve	589,137	3,507			38,020	209,103		383,541	627,157
16 Guilderton Country Club Reserve	14,494	63			30,000	203,103		14,557	14,494
17 Coastal Management Reserve	0	0			146,460			0	146,460
18 Guilderton Foreshore Reserve	0	0			29,811			0	29,811
19 Unspent Grants Reserve	0	0			13,674			0	13,674
20 Senior's Housing Reserve	0	0			80,957			0	
21 Gingin Railway Station Reserve	0	0							80,957
22 Subdivisions Reserve	0	0			5,731			0	5,731
23 Contributions to Roads Reserve	0	0			32,170			0	,
TOTAL	0	0			1,021,384			0	1,021,384
OTAL	5,553,210	30,000		17,013	1,600,084	564,701		4,844,341	7,153,294



#### Net Current Assets

	Actual YTD 20/21	Balance Forwarded 19/20
CURRENT ASSETS		Att. Commonter
Cash - Unrestricted	2,719,072	2,251,921
Cash - Restricted Reserves	7,153,294	5,553,210
Cash - Restricted General	0	1,669,661
Rates - Current	2,189,574	1,496,464
Sundry Debtors	172,747	516,483
Inventories	9,493	30,607
Total Current Assets:	12,244,180	11,518,346
LESS: CURRENT LIABILITIES		
Payables	(113,573)	(872,707)
Employee Provisions	(950,200)	(981,546)
Contract Liability	(1,885,455)	(1,950,161)
Accrued Interest on Loans	0	(24,835)
Right of Use Assets – Lease Liability (Current)	(3,875)	(2,330)
Long Term Borrowings (Current)	(102,019)	(222,197)
Bonds and Deposits	(510,166)	(523,366)
Total Current Liabilities:	(3,565,288)	(4,577,143)
Total	8,678,892	6,941,204
Less: Cash - Restricted Reserves	(7,153,294)	(5,553,210)
Add: Current Portion of Debentures	102,019	222,197
Add: Lease Liability	3,875	2,330
NET CURRENT ASSET POSITION	1,631,492	1,612,520



## Rating Information

Rating Infor	mation	Rates - Property Count	Rateable Value	General Rate	Minimum Rate	Interim Rate	Ex Gratia Rates	Other	TOTAL
03010005 Grv - Townsites	8.7511			2,281,779					2,281,779
03010006 Grv - Other	8.7511			1,302,836					1,302,836
03010010 Uv - Rural	0.4965			1,314,917					1,314,917
03010015 Uv - Other	0.4965			9,294					9,294
3010018 Uv - Intensive	0.9245			669,329					669,329
3010025 Grv - Townsites	@ \$1110				1,201,020				1,201,020
3010026 Grv - Other	@ \$1110				853,590				853,590
3010030 Uv - Rural	@ \$1400				529,200				529,200
3010035 Uv - Other	@ \$1400				44,800				44,800
3010038 Uv - Intensive	@ \$2548				272,636				272,636
3010045 Interim Rates						56,420			56,420
3010046 Interims - Back F	Rates					763			763
3010078 Concession - Int	ensive							-137,029	-137,029
				5,578,155	2,901,246	57,183		-137,029	8,399,555
OTAL	A COLON		No. of the same	5,578,155	2.901,246	57,183		-137,029	8,399,555



## Trust Funds

Trust <b>Type</b>	Opening Balance	Amount Received	Amount Paid	Closing Balance
BOND	6,067	0	0	6,067
COMMUNITY GROUPS TRUST	1,569	0	0	1,569
DOROTHY WEDGE TRUST	6,405	0	0	6,405
LANDSCAPING BOND	13,113	0	(6,419)	6,694
OTHER BONDS/TRUSTS	4,546	248	(245)	4,549
PUBLIC OPEN SPACE	46,218	26,050	(34,892)	37,376
TOTAL	77,918	26,298	(41,556)	62,660

# **APPENDIX 2**



Investments

FUND	% OF TOTAL	DEAL DATE	DATE MATURE	BANK	ANNUAL YIELD	\$ PERIOD START	\$ CHANGE IN VALUE	S PERIOD END	REFERENCE
Reserve	100%	14/10/2020	15/06/2021	BENDIGO	0.55%	\$ 5,553,200.00	\$ 20,417.52	\$ 5,573,617.52	3490725
						\$ 5,553,200.00	\$ 20,417.52	\$ 5,573,617.52	

## 11.2.2 LIST OF PAID ACCOUNTS FOR THE PERIOD ENDING 31 JANUARY 2021

File:	FIN/25
Author:	Tania Ladner – Accounts Payable Officer
Reporting Officer:	Les Crichton – Executive Manager Corporate and
_	Community Services
Report Date:	16 February 2021
Refer:	Nil
Appendices:	Nil

## **DISCLOSURES OF INTEREST**

Nil

#### **PURPOSE**

For Council to note the payments made in January 2021.

Municipal Fund electronic funds transfers (EFT)

## **BACKGROUND**

Council has delegated authority to the Chief Executive Officer (CEO) to exercise his power to make payments from the Municipal Fund. The CEO is required to present a list to Council of those payments made since the last list was submitted.

#### COMMENT

Accounts totalling \$1,506,732.28 were paid during the month of January 2021.

A detailed payment schedule has been provided to Councillors and can be made available to the public for viewing at the Shire's Gingin Administration Centre and Lancelin Office upon request. The schedule covers:

\$995,120.07

Total Expenditure	\$1,506,732.28
Trust Fund	\$25.05
	\$381,418.92
Office rent	\$650
Police licensing	\$50,398.10
<ul> <li>Wages and salaries</li> </ul>	\$325,594.21
<ul> <li>Bank fees and charges</li> </ul>	\$4,776.61
Bank Statement	ψ1,123,313.30
Witholpar Fund alloots debits	\$1,125,313.36
Municipal Fund directs debits	\$129,525.58
Municipal Fund cheques	\$667.71
Wallelpar Land Glocatorile fariae transfere (El 1)	φοσο, ι = σ.σ.

All invoices have been verified, and all payments have been duly authorised in accordance with Council's procedures.

#### STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995 s.6.4 – Financial Report

Local Government (Financial Management) Regulations 1996 Reg. 13 – Payments from municipal fund or trust by CEO

Shire of Gingin Delegation Register – Delegation 2.1 Payment of Creditors

#### **POLICY IMPLICATIONS**

Nil

#### **BUDGET IMPLICATIONS**

Resource requirements are in accordance with existing budgetary allocations.

#### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance	
Objective	5. To demonstrate effective leadership, governance & advocacy on behalf	
	of the community	
Outcome	5.1 Values	
	Our Organisational & Business Values are demonstrated in all that we do	
Key Service	Financial Management	
Areas		
Priorities	N/A	

#### **VOTING REQUIREMENTS – SIMPLE MAJORITY**

#### COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Balcombe SECONDED: Councillor Court

That Council note all payments made by the Chief Executive Officer under Delegation 2.1 for January 2021 totalling \$1,506,732.28, as detailed in the schedule provided to Councillors comprising:

•	Municipal Fund electronic funds transfers (EFT)	\$995,120.07
•	Municipal Fund cheques	\$667.71
•	Municipal Fund directs debits	\$129,525.58

#### **Bank Statement**

•	Bank fees and charges	\$4,776.61
•	Wages and salaries	\$325,594.21
•	Police licensing	\$50,398.10
•	Office rent	<b>\$650</b>

Trust Fund \$25.05

**CARRIED UNANIMOUSLY** 

#### 11.2.3 CHANGE OF THE BASIS OF RATING FROM UV TO GRV - COUNTRY HEIGHTS

File:	RAV/3	
Author:	Andre Lake-Gow – Senior Rates Officer	
Reporting Officer:	Les Crichton – Executive Manager Corporate and	
	Community Services	
Report Date:	16 February 2021	
Refer:	Nil	
Appendices:	1. Deposited Plan	

#### **DISCLOSURES OF INTEREST**

Nil

#### **PURPOSE**

SHIRE OF GINGIN

For Council to provide approval for staff to apply to the Minister for Local Government for a determination, pursuant to Section 6.25 (1) of the *Local Government Act 1995*, to change the Basis of Rates from Unimproved Valuation (UV) to Gross Rental Valuation (GRV) for the properties listed in this report.

#### **BACKGROUND**

Council has made use of GRV's for land used predominantly for non-rural purposes since 1998 in order to ensure that the rating methods applied within the Shire are consistent for properties with non-rural land uses.

It is proposed that staff will apply 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 from Unimproved Valuation (UV) to Gross Rental Valuation (GRV) for the following properties:

Assess	Property Address	Zoned	Sub Division	Deposited Plan #
A6844	Lot 10 Starbush Way	Urban Development	Country Heights	417740
A6845	Lot 11 Starbush Way	Urban Development	Country Heights	417740
A6846	Lot 12 Starbush Way	Urban Development	Country Heights	417740
A6847	Lot 3 Starbush Way	Urban Development	Country Heights	417740
A6848	Lot 14 Starbush Way	Urban Development	Country Heights	417740
A6849	Lot 15 Starbush Way	Urban Development	Country Heights	417740
A6850	Lot 16 Starbush Way	Urban Development	Country Heights	417740
A6851	Lot 17 Starbush Way	Urban Development	Country Heights	417740
A6852	Lot 18 Starbush Way	Urban Development	Country Heights	417740
A6853	Lot 19 Starbush Way	Urban Development	Country Heights	417740
A6854	Lot 20 Starbush Way	Urban Development	Country Heights	417740
A6855	Lot 21 Starbush Way	Urban Development	Country Heights	417740

Assess	Property Address	Zoned	Sub Division	Deposited Plan #
A6873	Lot 129 Starbush Way	Urban Development	Country Heights	417740
A6874	Lot 131 Starbush Way	Urban Development	Country Heights	417740
A6875	Lot 132 Starbush Way	Urban Development	Country Heights	417740
A6876	Lot 133 Starbush Way	Urban Development	Country Heights	417740
A6877	Lot 134 Starbush Way	Urban Development	Country Heights	417740
A6872	Lot 120 Starbush Way	Urban Development	Country Heights	417740
A6856	Lot 83 Carnaby Boulevard	Urban Development	Country Heights	417740
A6857	Lot 84 Carnaby Boulevard	Urban Development	Country Heights	417740
A6858	Lot 85 Carnaby Boulevard	Urban Development	Country Heights	417740
A6887	Lot 801 Carnaby Boulevard	Urban Development	Country Heights	417740
A6888	Lot 802 Carnaby Boulevard	Urban Development	Country Heights	417740
A6859	Lot 107 Daviesia Fairway	Urban Development	Country Heights	417740
A6860	Lot 108 Daviesia Fairway	Urban Development	Country Heights	417740
A6861	Lot 109 Daviesia Fairway	Urban Development	Country Heights	417740
A6862	Lot 110 Daviesia Fairway	Urban Development	Country Heights	417740
A6863	Lot 111 Daviesia Fairway	Urban Development	Country Heights	417740
A6864	Lot 112 Daviesia Fairway	Urban Development	Country Heights	417740
A6865	Lot 113 Daviesia Fairway	Urban Development	Country Heights	417740
A6866	Lot 114 Daviesia Fairway	Urban Development	Country Heights	417740
A6867	Lot 115 Daviesia Fairway	Urban Development	Country Heights	417740
A6868	Lot 116 Daviesia Fairway	Urban Development	Country Heights	417740
A6869	Lot 117 Daviesia Fairway	Urban Development	Country Heights	417740
A6870	Lot 118 Daviesia Fairway	Urban Development	Country Heights	417740
A6871	Lot 119 Daviesia Fairway	Urban Development	Country Heights	417740
A6878	Lot 148 Daviesia Fairway	Urban Development	Country Heights	417740
A6879	Lot 149 Daviesia Fairway	Urban Development	Country Heights	417740
A6880	Lot 150 Daviesia Fairway	Urban Development	Country Heights	417740
A6881	Lot 151 Daviesia Fairway	Urban Development	Country Heights	417740
A6882	Lot 167 Daviesia Fairway	Urban Development	Country Heights	417740
A6883	Lot 168 Daviesia Fairway	Urban Development	Country Heights	417740
A6884	Lot 169 Daviesia Fairway	Urban Development	Country Heights	417740
A6885	Lot 170 Daviesia Fairway	Urban Development	Country Heights	417740
A6886	Lot 171 Daviesia Fairway	Urban Development	Country Heights	417740
A6889	Lot 8000 Walpurti Way	Urban Development	Country Heights	417740

In order for Council to change the basis of rating from UV to GRV, it is necessary to advise affected property owners of the proposed changes and to obtain the Minister's approval prior to implementation.

Historically, Council's accepted practice has been to apply for such changes on the basis of rating from UV to GRV to be effective from the date of Ministerial approval.

#### COMMENT

It is intended that Staff advise the affected property owners of the proposed changes and apply to the Minister to change the Basis of Rates from UV to GRV for the above properties. The effective date of the change will be the date of the Minister's approval however to avoid adjustment to the current year, it is proposed the request to the Minister include an effective date of 1 July 2021.

#### STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995 - s.6.28 Basis of rates

#### **POLICY IMPLICATIONS**

Nil

#### **BUDGET IMPLICATIONS**

If Council adopts the recommendation contained in this Agenda Item, the individual Lots will cease to be rated under the UV basis and will be rated under the GRV basis from the date of Ministerial approval.

The difference in minimum rates in financial year 2020/2021 is for UV \$1,400 and GRV is \$1,110. There would be an initial loss in income but as each property is developed, the rating income would increase.

#### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Objective	5. To demonstrate effective leadership, governance and advocacy on
	behalf of community
Outcome	5.1 Values
	Our Organisational/Business Values are demonstrated in all that we do.
Key Service	Financial Management
Areas	

#### **VOTING REQUIREMENTS – ABSOLUTE MAJORITY**

#### COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Balcombe SECONDED: Councillor Vis

That Council approve staff to correspond with the affected landowners advising them of the proposed change and forward an application to the Department of Local Government seeking the Minister's approval to change the Basis of Rates from Unimproved Valuation (UV) to Gross Rental Valuation (GRV) effective from 1 July 2021 for the following properties:

Assess	Property Address	Zoned	Sub Division	Deposited Plan #
A6844	Lot 10 Starbush Way	<b>Urban Development</b>	<b>Country Heights</b>	417740
A6845	Lot 11 Starbush Way	<b>Urban Development</b>	Country Heights	417740
A6846	Lot 12 Starbush Way	<b>Urban Development</b>	<b>Country Heights</b>	417740
A6847	Lot 13 Starbush Way	<b>Urban Development</b>	<b>Country Heights</b>	417740
A6848	Lot 14 Starbush Way	<b>Urban Development</b>	Country Heights	417740
A6849	Lot 15 Starbush Way	<b>Urban Development</b>	Country Heights	417740
A6850	Lot 16 Starbush Way	Urban Development	Country Heights	417740
A6851	Lot 17 Starbush Way	<b>Urban Development</b>	Country Heights	417740
A6852	Lot 18 Starbush Way	Urban Development	Country Heights	417740
A6853	Lot 19 Starbush Way	Urban Development	Country Heights	417740
A6854	Lot 20 Starbush Way	Urban Development	Country Heights	417740
A6855	Lot 21 Starbush Way	Urban Development	Country Heights	417740
A6873	Lot 129 Starbush Way	Urban Development	Country Heights	417740
A6874	Lot 131 Starbush Way	Urban Development	Country Heights	417740
A6875	Lot 132 Starbush Way	Urban Development	Country Heights	417740
A6876	Lot 133 Starbush Way	Urban Development	Country Heights	417740
A6877	Lot 134 Starbush Way	Urban Development	Country Heights	417740
A6872	Lot 120 Starbush Way	Urban Development	Country Heights	417740
A6856	Lot 83 Carnaby Boulevard	Urban Development	Country Heights	417740
A6857	Lot 84 Carnaby Boulevard	Urban Development	Country Heights	417740
A6858	Lot 85 Carnaby Boulevard	Urban Development	Country Heights	417740
A6887	Lot 801 Carnaby Boulevard	Urban Development	Country Heights	417740
A6888	Lot 802 Carnaby Boulevard	Urban Development	Country Heights	417740
A6859	Lot 107 Daviesia Fairway	Urban Development	Country Heights	417740
A6860	Lot 108 Daviesia Fairway	Urban Development	Country Heights	417740
A6861	Lot 109 Daviesia Fairway	Urban Development	Country Heights	417740
A6862	Lot 110 Daviesia Fairway	Urban Development	Country Heights	417740

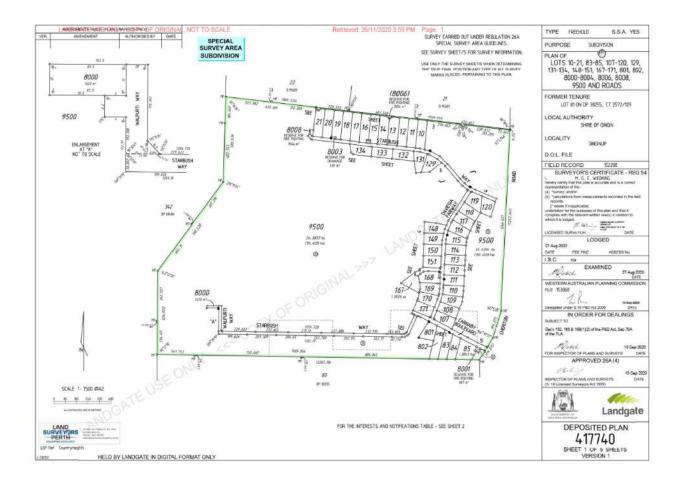
Assess	Property Address	Zoned	Sub Division	Deposited Plan #
A6863	Lot 111 Daviesia Fairway	<b>Urban Development</b>	Country Heights	417740
A6864	Lot 112 Daviesia Fairway	<b>Urban Development</b>	Country Heights	417740
A6865	Lot 113 Daviesia Fairway	<b>Urban Development</b>	Country Heights	417740
A6866	Lot 114 Daviesia Fairway	Urban Development	Country Heights	417740
A6867	Lot 115 Daviesia Fairway	Urban Development	Country Heights	417740
A6868	Lot 116 Daviesia Fairway	<b>Urban Development</b>	Country Heights	417740
A6869	Lot 117 Daviesia Fairway	<b>Urban Development</b>	Country Heights	417740
A6870	Lot 118 Daviesia Fairway	Urban Development	Country Heights	417740
A6871	Lot 119 Daviesia Fairway	<b>Urban Development</b>	Country Heights	417740
A6878	Lot 148 Daviesia Fairway	Urban Development	Country Heights	417740
A6879	Lot 149 Daviesia Fairway	Urban Development	Country Heights	417740
A6880	Lot 150 Daviesia Fairway	Urban Development	Country Heights	417740
A6881	Lot 151 Daviesia Fairway	Urban Development	Country Heights	417740
A6882	Lot 167 Daviesia Fairway	Urban Development	Country Heights	417740
A6883	Lot 168 Daviesia Fairway	<b>Urban Development</b>	Country Heights	417740
A6884	Lot 169 Daviesia Fairway	Urban Development	Country Heights	417740
A6885	Lot 170 Daviesia Fairway	Urban Development	Country Heights	417740
A6886	Lot 171 Daviesia Fairway	Urban Development	Country Heights	417740
A6889	Lot 8000 Walpurti Way	Urban Development	Country Heights	417740

## CARRIED BY ABSOLUTE MAJORITY 8-0

#### Reason for Change:

An amendment was required due to an administrative error that was made to the Officer's recommendation. The item listed as A6847, Lots 3 Starbush Way, Urban Development, Country Heights, 417740 should be A6847, Lots 13 Starbush Way, Urban Development, Country Heights, 417740

## **APPENDIX 1**



### 11.2.4 REPORT ON MATTERS OF SIGNIFICANCE HIGHLIGHTED IN THE 2019/20 AUDIT REPORT

File:	FIN/16	
Reporting Officer:	Les Crichton – Executive Manager Corporate and	
	Community Services	
Report Date:	16 February 2021	
Refer:	Nil	
Appendices:	Independent Auditors Report to the Councillors of	
	the Shire of Gingin	

#### DISCLOSURES OF INTEREST

Nil

#### **PURPOSE**

To consider the matters identified as significant in the Independent Auditor's Report for the year ended 30 June 2020 by Moore Australia Audit WA (MAAWA). Specifically:

- Non-compliance with Part 6 of the Local Government Act 1995 and relevant regulations or applicable controls with accounting journals posted without review by a person independent of the preparer, and
- An adverse trend in one of the reportable Ratios, which was calculated in line with reporting requirements as specified in the guidelines issued by the Department of Local Government, Sports and Cultural Industries (DLGSCI).

The matters require specific action and disclosure in accordance with section 7.12A(4) and (5) of the *Local Government Act 1995* (the Act).

#### **BACKGROUND**

As part of the Statutory Audit process of the Annual Statutory Financial Statements, MAAWA is required to report on any matters relating to legal and regulatory requirements that come to their attention. For the Shire's Annual Financial Statement for the year ended 30 June 2020, MAAWA identified that:

- Accounting journals were posted without being reviewed by a person independent of the
  preparer. MAAWA stated that accounting journals represent significant adjustments to
  previously approved transactions and should therefore be appropriately reviewed and
  approved. In not undertaking such a review MAAWA have reported this indicates noncompliance with Part 6 of the Local Government Act 1995, the Local Government
  (Financial Management) Regulations 1996 or applicable financial controls of any other
  written law; and
- The Operating Surplus Ratio set by the DLGSCI for the past three years, which was highlighted in their Independent Auditor's Report dated 22 December (Appendix 1).

Under the *Local Government Act 1995* section 7.12A(4) and (5), Duties of local government with respect to audits:

- "(4) A local government must
  - (a) Prepare a report addressing any matters identified as significant by the auditor in the audit report, and stating what action the local government has taken or intends to take with respect to each of those matters; and
  - (b) Give a copy of that report to the Minister with 3 months after the audit report is received by the local government.
- (5) Within 14 days after a local government gives a report to the Minister under subsection (4)(b), the CEO must publish a copy of the report on the local government's official website.'

#### COMMENT

The first item identified by MAAWA the heading 'Report on Other Legal and Regulatory Requirements' in the Independent Auditor's Report dated 22 December was the non-review and approval of accounting journals by a person independent of the preparer.

This matter was identified in the interim Audit Report presented to Council's Audit and Governance Committee (AGC) on 7 July 2020 and subsequently to Council at its ordinary meeting held 21 July 2020. As detailed in reports to both the AGC and Council, while the rate general journals are reviewed independently, subsidiary rate levy and receipt journals had not been. Procedures were amended to clarify this requirement with no further incidences occurring since the interim audit was conducted April 2020.

In relation to the second item, the Operating Surplus Ratio has been below the DLGSCI set standard for the past three years.

Description	2019/20	2018/19	2017/18	Benchmark
Operating	(0.07)	(0.00)	(0.00)	0.041045
Surplus Ratio	(0.27)	(0.33)	(0.33)	0.01 to 0.15

The DLGSCI guidelines provides the following explanation in respect to the Operating Surplus Ratio:

Operating Surplus = Operating Revenue minus Operating Expenses
Ratio Own Source Operating Revenue

The Operating surplus ratio measures the local government's ability to cover its operational costs and have revenues available for capital funding or other purposes. To meet the standard the ratio must be between 0.0 and 0.15. The ratio excludes income from grants and highlights that most rural local governments require government grant support to provide services to their residents.

Depreciation expense, which is included within the calculation of the operating surplus ratio, is rarely funded in full by rural local governments with a significant asset base yet smaller population (rating) base, with grant funds such as the R2R and RRG contributing to asset renewals. The Shire does consider, within its Long Term Financial Plan (LTFP), the impact of ongoing capital road funds such as Roads to Recovery (R2R) and Regional Road Group (RRG), neither of which are included in the calculation of the operating surplus ratio. Equally, depreciation rates continue to be monitored and reviewed in the context of their impact on the Operating Surplus Ratio.

Council will continue to review its operations in order to find other alternative revenue sources and its rating strategy in line with the Shire's Strategic Community Plan.

#### STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995 Local Government (Financial Management) Regulations 1996

#### **POLICY IMPLICATIONS**

Nil

#### **BUDGET IMPLICATIONS**

Nil

#### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Objective	To demonstrate effective leadership, governance and advocacy on
	behalf of community
Outcome	Our Organisational/Business Values are demonstrated in all that we do
Key Service	Financial Management
Areas	
Priorities	Increase the focus on future financial sustainability to cater for
	anticipated growth

#### **VOTING REQUIREMENTS – SIMPLE MAJORITY**

#### COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Balcombe

#### **That Council:**

1. Approve this report identifying reasons for matters identified as significant by Moore Australia Audit WA in their Independent Auditor's Report dated 22 December 2020; and

2. Requests the Chief Executive Officer to submit a report to the Minister for Local Government, Sports and Cultural Industries commenting on the reasons for deficiencies noted by Moore Australia Audit WA and actions to be taken, and publish this report on the Shire of Gingin's website with 14 days of submitting the report to the Minister.

**CARRIED UNANIMOUSLY** 

## **APPENDIX 1**



#### Moore Australia Audit (WA)

Level 15, Exchange Tower, 2 The Esplanade, Perth, WA 6000 PO Box 5785. St Georges Terrace, WA 6831

T +61 8 9225 5355 F +61 8 9225 6181

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### INDEPENDENT AUDITOR'S REPORT TO THE COUNCILLORS OF THE SHIRE OF GINGIN

#### Report on the Audit of the Financial Report

#### Opinion

We have audited the accompanying financial report of the Shire of Gingin (the Shire), which comprises the Statement of Financial Position as at 30 June 2020, Statement of Comprehensive Income by Nature or Type, Statement of Comprehensive Income by Program, Statement of Changes in Equity, Statement of Cash Flows and the Rate Setting Statement for the year then ended, notes comprising a summary of significant accounting policies and other explanatory information and the Statement by Chief Executive Officer.

In our opinion, the financial report of the Shire of Gingin:

- a) is based on proper accounts and reports; and
- b) fairly represents, in all material respects, the results of the operations of the Shire for the year ended 30 June 2020 and its financial position at the end of that period in accordance with the Local Government Act 1995 (the Act) and, to the extent that they are not inconsistent with the Act, Australian Accounting Standards.

#### **Basis for Opinion**

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Report section of our report. We are independent of the Shire in accordance with the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 Code of Ethics for Professional Accountants (the "Code") that are relevant to our audit of the financial report in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

#### Emphasis of Matter - Basis of Preparation

We draw attention to Notes 1 and 11 to the annual financial report, which describe the basis of accounting. The annual financial report has been prepared for the purpose of fulfilling the Shire's financial reporting responsibilities under the Act, including the Local Government (Financial Management) Regulations 1996 (Regulations). Our opinion is not modified in respect of these matters:

- (i) Regulation 17A requires a local government to measure vested improvements at fair value and the associated vested land at zero cost. This is a departure from AASB 16 Leases which would have required the entity to measure the vested improvements also at zero cost.
- (ii) In respect of the comparatives for the previous year ended 30 June 2019, Regulation 16 did not allow a local government to recognise some categories of land, including land under roads, as assets in the annual financial report.



### INDEPENDENT AUDITOR'S REPORT TO THE COUNCILLORS OF THE SHIRE OF GINGIN (CONTINUED)

#### Report on the Audit of the Financial Report (continued)

#### Responsibility of the Directors for the Financial Report

The Chief Executive Officer (CEO) of the Shire is responsible for the preparation and fair presentation of the annual financial report in accordance with the requirements of the Act, the Regulations and, to the extent that they are not inconsistent with the Act, Australian Accounting Standards. The CEO is also responsible for such internal control as the CEO determines is necessary to enable the preparation of a financial report that is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the CEO is responsible for assessing the Shire's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the State government has made decisions affecting the continued existence of the Shire.

The Council is responsible for overseeing the Shire's financial reporting process.

#### Auditor's Responsibility for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with the Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of the users taken on the basis of this financial report.

A further description of our responsibilities for the audit of the financial report is located at the Auditing and Assurance Standard Board website at <a href="http://www.auasb.gov.au/auditors">http://www.auasb.gov.au/auditors</a> responsibilities/ar4.pdf This description forms part of our audit report.

#### Report on Other Legal and Regulatory Requirements

In accordance with the Local Government (Audit) Regulations 1996, we also report that:

- a) The following material matter indicates non-compliance with Part 6 of the Local Government Act 1995, the Local Government (Financial Management) Regulations 1996 or applicable financial controls of any other written law were identified during the course of our audit.
  - Accounting journal entries were posted without being reviewed by a person independent of the
    preparer. Accounting journals can represent significant adjustments to previously approved
    transactions and should therefore be appropriately reviewed and approved.
- b) In our opinion, there is an indication of a significant adverse trend in the financial position of the Shire as the Operating Surplus Ratio have been below the DLGSCI standard for the past 3 years.
- c) All required information and explanations were obtained by us.
- c) All audit procedures were satisfactorily completed in conducting our audit.
- d) In our opinion, the asset consumption ratio and the asset renewal ratio included in the annual financial report were supported by verifiable information and reasonable assumptions.



### INDEPENDENT AUDITOR'S REPORT TO THE COUNCILLORS OF THE SHIRE OF GINGIN (CONTINUED)

#### Matters Relating to the Electronic Publication of the Audited Financial Report

This auditor's report relates to the annual financial report of the Shire of Gingin for the year ended 30 June 2020 included on the Shire's website. The Shire's management is responsible for the integrity of the Shire's website. This audit does not provide assurance on the integrity of the Shire's website. The auditor's report refers only to the financial report described above. It does not provide an opinion on any other information which may have been hyperlinked to/from this financial report. If users of the financial report are concerned with the inherent risks arising from publication on a website, they are advised to refer to the hard copy of the audited financial report to confirm the information contained in this website version of the financial report.

MOORE AUSTRALIA AUDIT (WA) CHARTERED ACCOUNTANTS

Signed at Perth this 22<sup>nd</sup> day of December 2020.

PARTNER

#### 11.3. REGULATORY AND DEVELOPMENT SERVICES

## 11.3.1 APPLICATION FOR DEVELOPMENT APPROVAL - PROPOSED USE NOT LISTED (LODGING HOUSE) EXTENSION AT LOT 100 (10) HOPKINS STREET, LANCELIN

File:	BLD/4144	
Applicant:	Karmani Pty Ltd	
Location:	Lot 100 (10) Hopkins Street, Lancelin	
Owner:	Karmani Pty Ltd	
Zoning:	Tourism / Conservation	
WAPC No:	Nil	
Author:	Matthew Tallon – Statutory Planning Officer	
Reporting Officer:	Bob Kelly – Executive Manager Regulatory and	
	Development Services	
Report Date:	16 February 2021	
Refer:	Nil	
Appendices:	Location Plan and Applicant's Proposal	

#### **DISCLOSURES OF INTEREST**

Nil

#### **PURPOSE**

SHIRE OF GINGIN

To consider an Application for Development Approval for a proposed Use Not Listed (Tourist Development) for an increase in guest numbers at Lot 100 (10) Hopkins Street, Lancelin.

#### **BACKGROUND**

The subject property is 4000m<sup>2</sup> in area and is located on Hopkins Street in the south-west locality of the Lancelin town site. The 'Lancelin Lodge' was initially approved in May 1995 and has such been operating for approximately 25 years. This approval was issued under Town Planning Scheme No. 8 (TPS 8) with a land use definition that is not listed within Local Planning Scheme No. 9 (LPS 9).

The Lodge has undergone a single remodel since initial approval and is currently approved to a capacity of 60 persons across 16 rooms. The previous approval introduced additional rooms without a formal increase to the capacity of the lodge, this is sought to be resolved under this proposal with a maximum guest capacity of 70 persons across 17 rooms for hire. The increase is proposed via the alteration of a conference room to a family accommodation room.

Council consideration is required as Administration does not have delegated authority to consider an application for a 'Use not Listed'.

A location plan and a copy of the applicant's proposal is attached as **Appendix 1**.

#### COMMENT

SHIRE OF GINGIN

#### Stakeholder Consultation

The application was not made available for public comment as the use not listed is consistent with the objectives of the zone and the proposal only seeks a minor increase in guest numbers, therefore the officer determined that advertising is not required.

#### PLANNING FRAMEWORK

#### Local Planning Scheme No. 9 (LPS 9)

A Use Not Listed is dealt with under the provisions of clause 3.4.2 of LPS 9, these are as follows:

- 3.4.2 If a person proposes to carry out on land any use that is not specifically mentioned in the Zoning Table and cannot reasonably be determined as falling within the type, class or genus of activity of any other use category the local government may
  - a) determine that the use is consistent with the objectives of the particular zone and is therefore permitted;
  - b) determine that the use may be consistent with the objectives of the particular zone and thereafter follow the advertising procedures of clause 64 of the deemed provisions in considering an application for development approval; or
  - c) determine that the use is not consistent with the objectives of the particular zone and is therefore not permitted.

The subject land is zoned Tourism with the outer portion (2000m²) zoned for Conservation. This proposal entails no works component and remains wholly within the existing building. The existing overall use of the building as a short term accommodation venue is not being altered.

In determining a suitable land use definition reference is made to the *model provisions* outlined in the Planning and Development (Local Planning Schemes) Regulations 2015. The definition most applicable in this instance is *Tourist Development* which means:

- "A building, or a group of buildings forming a complex, other than a bed and breakfast, a caravan park or holiday accommodation, used to provide —
- (a) short-term accommodation for guests; and
- (b) onsite facilities for the use of guests; and
- (c) facilities for the management of the development;"

The objectives of the Tourism zone are as follows:

a) promote and provide for tourism opportunities;

16/02/2021

ORDINARY MEETING SHIRE OF GINGIN

- b) provide for a variety of holiday accommodation styles and associated uses, including retail and service facilities where such facilities are provided in support of the tourist accommodation and are of an appropriate scale where they will not impact detrimentally on the surrounding or wider area;
- c) allow limited residential uses where appropriate;
- d) encourage the location of tourist facilities so that they may benefit from existing road services, physical service infrastructure, other tourist attractions, natural features and urban facilities:
- e) ensure that short stay tourist and holiday accommodation are the predominant land uses in the zone; and
- f) encourage tourism development that is generally sympathetic to the natural and built features of the surrounding area.

The subject lot is a tourism based operator in the Lancelin town site which provides a range of group accommodation and single room accommodation to various tourists. Understandably the target audience for the Lodge is aimed towards international backpackers which the operator claims to have significantly reduced due to current international travel restrictions during a global pandemic. Although this development is technically a Use Not Listed in the Scheme it serves a Tourism use as intended via the zoning; the officer is therefore of the view that the use is consistent with the objectives of the zone and is therefore permitted.

Although this proposal does not include any works or use within the Conservation zoned portion of the lot it is relevant to consider the parameters of this zoning. This lot does include an additional use zoning for the conservation portion affording the following provisions:

Additional use	Conditions
Carpark	(i) A development application is required.
Recreation – Private	(ii) Development approval can only be issued where the additional use is associated with the approved uses and development on Lot
Firebreak	1027.
	(iii) Development approval can only be issued for a period for which there is a valid lease.

As this portion of the lot affords the land use 'Carpark' as an additional use, the officer advises Council that should there be a shortfall for the purpose of this proposal; permanent or temporary/overflow car parking can be established in this area of the lot.

#### Parking

'Table 3 – Parking Requirements' under LPS 9 designates the amount of parking required for the proposed land use based on the gross leasable area of the development. In this

instance the land use 'storage' is not identified within Table 3 - Parking Requirements. As such clause 4.7.2.5 is applicable, which states:

"Where there is a use of land referred to in the Zoning Table (Table 1) for which no provision is made in respect of car parking spaces in Table 3, the car parking spaces (cps) required for that use of land shall be as determined by local government."

The original car parking ratio applied to this proposal was 1 cps per 2 units for hire with 24 units originally proposed. Throughout the assessment stages it appears that the number of units were reduced to 16 with the car parking arrangement remaining. The overall capacity of car parking onsite is substantial given the existing formal carpark with 12 cps's and the open space area (Conservation zoned portion) permitting the use of a Carpark.

The development also contains an additional crossover from Hopkins Street accessing a garage which has the capacity to contain 4 vehicles (2 in the garage and 2 in the driveway) which are used by the owner(s) and staff. The total current vehicle parking capacity is therefore 16 cps's.

The officer is of the view that the onsite car parking arrangement is sufficient however there is no provision for a universally accessible car parking space onsite. As such the officer has recommended a condition requiring a universally accessible cps to be provided for the development in lieu of 2 regular car parking spaces onsite. With this inclusion an additional condition is recommended to afford a designated overflow car parking area in the open section of the lot to the west to be used at times when the capacity of the carpark is exhausted.

#### State Planning Policy 3.7 – Planning in Bushfire Prone Areas

SPP 3.7 provides a foundation for land use planning to address bushfire risk management. The subject lot is designated as being bushfire prone. As the development was initially developed prior to the introduction of SPP 3.7 into the WA Planning Framework the various considerations and requirements applied in the current framework are not present.

For the purpose of applying the policy pragmatically, as there is no works component a BAL assessment and Bushfire Management Plan are not required. However, in responding to the identified bushfire risk to the lot and subsequent development; an Emergency Evacuation Plan (EEP) is an appropriate requirement in this instance.

Given the above, the officer has included a requirement for an EEP to be prepared and implemented to the satisfaction of the Shire of Gingin prior to the use of the development. That is prior to offering the room for short stay hire.

#### Summary

This proposal represents a very minor increase in guest numbers to the overall capacity of the Lancelin Lodge via the alteration of a conference room to accommodation. The officer has established that the Use Not Listed is consistent with the objectives of the Scheme and recommends that the proposal be approved with suitable conditions.

#### STATUTORY/LOCAL LAW IMPLICATIONS

Local Planning Scheme No. 9 Schedule 2 – Additional Use

#### **POLICY IMPLICATIONS**

Nil

#### **BUDGET IMPLICATIONS**

Nil

#### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019 – 2029

Focus Area	Infrastructure and Development	
Objective	<b>ive</b> 3. To effectively manage growth and provide for community through th	
	delivery of community infrastructure in a financially responsible manner	
Outcome	3.1 Development	
	New and existing developments meet the Shire's Strategic Objectives	
	and Outcomes	
Key Service	Building And Planning Permits	
Areas		
Priorities	N/A	

#### **VOTING REQUIREMENTS – SIMPLE MAJORITY**

#### COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Johnson SECONDED: Councillor Court

It is recommended that Council grant Development Approval for a Use Not Listed (Tourist Development) for an increase in guest numbers at Lot 100 (10) Hopkins Street, Lancelin subject to the following conditions:

- 1. The land use and development shall be undertaken in accordance with the approved plans and specifications, including the directions written in red ink by the Shire, unless otherwise conditioned in this Approval;
- 2. This approval is for the reclassification of a communal conference room to an accommodation room as indicated on the approved plans;
- 3. The total capacity of the tourist development shall not exceed 70 persons at any one time to the satisfaction of the Shire of Gingin;

- 4. A universally accessible car parking bay shall be provided in lieu of two existing car parking bays in the existing car park as indicated in RED INK on the approved plans;
- 5. At such a time the guest car parking area is fully occupied, the area indicated on the approved plans in RED INK shall be made available as overflow parking;
- 6. Prior to the implementation of this approval the Applicant/Owner shall execute and provide to the Shire of Gingin a notification pursuant to Section 70A of the Transfer of Land Act 1893 to be registered on the title to the land as notification to prospective purchasers as follows:

Bushfire Prone Area – This lot is located in a bushfire prone area. Additional planning and building requirements may apply to development on this land.

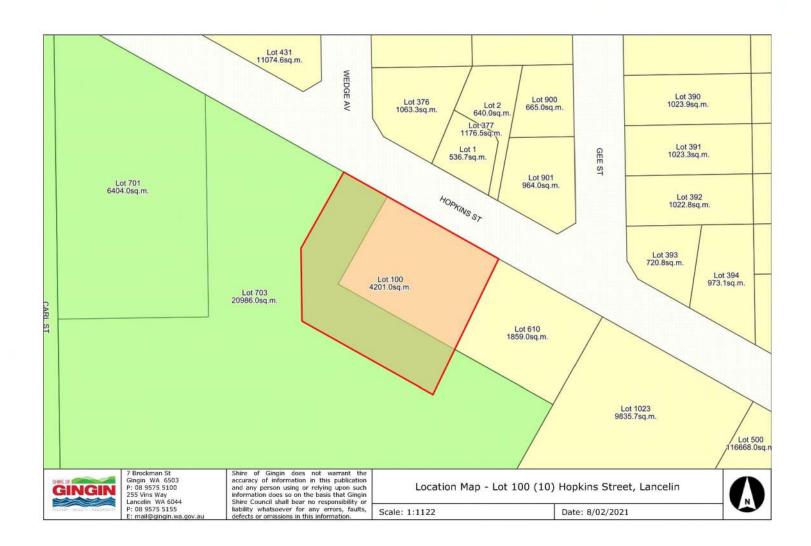
7. Prior to the commencement of the approved use, an Emergency Evacuation Plan (EEP) shall be submitted to and approved by the Shire of Gingin.

#### **Advice Notes**

- Note 1: If you are aggrieved with the conditions of this approval you have the right to request that the State Administrative Tribunal (SAT) review the decision under Part 14 of the *Planning and Development Act 2005*;
- Note 2: If the development subject to this approval is not substantially commenced within a period of two years, the approval shall lapse and have no further effect;
- Note 3: Where an approval has so lapsed, no development may be carried out without further approval of the local government having first been sought and obtained:
- Note 4: Further to this approval, the applicant is required to submit working drawings and specifications to comply with the requirements of the *Health Act 2016*, which is to be approved by the Shire of Gingin;
- Note 5: The operation will be required to comply with the *Environmental Protection* (Noise) Regulations 1997;
- Note 6: It is the landowner's responsibility to implement and maintain bushfire protection and mitigation measures on their property; and
- Note 7: This planning approval shall not be construed as an approval or support of any kind for any other planning related application (including subdivision) on the subject land.

**CARRIED UNANIMOUSLY** 

## **APPENDIX 1**



### Karmani Pty Ltd trading as

#### LANCELIN LODGE

10 Hopkins Street,

LANCELIN W.A. 6044

ABN - 996 074 569 13

Dear Sir/Madam,

26th November, 2020

I am writing to you for approval to upgrade our certificate of registration of a lodging house.

Condition 4: Maximum total number of rooms to be used changed from 16 to 17.

Condition 5: Maximum number of lodgers accommodated changed from 60 to 70.

In July 2009 the previous owners of Lancelin Lodge being Trevor Pond and Patricia Ryding applied to upgrade the capacity of the lodge from 50 persons to 60 persons using 12 rooms. (Letter attached).

In September 2015 they were granted an amendment to include 4 level 1 bedrooms to accommodate the same 60 person license over 16 rooms.

#### Letter attached.

While adding the capacity to bed an extra 8 person in 4 double rooms they did not ask to increase the lodging number even though they had a 60 person approval for the ground floor. We all find ourselves in unchartered waters with the worlds Covid problem. Our business is suffering immensely as we are facing the first summer ever without international tourists, back packers, kite surfers, sailboarders etc which the lodge was built around and has been it's backbone since 1996. While we are relying on local trade on weekends it is very quiet during the week. We face a very uncertain future.

At the lodge we converted an unused conference room into a self contained unit. The conference room already had a kitchen in it and has been used for our family accommodation when they visit Lancelin. We also held the view of using it in the future as a caretakers unit.

Covid has left us trying to adjust to a different market and we are finding that some people don't want to share rooms as they have done in the past and now would prefer a private room of which we don't have enough of.

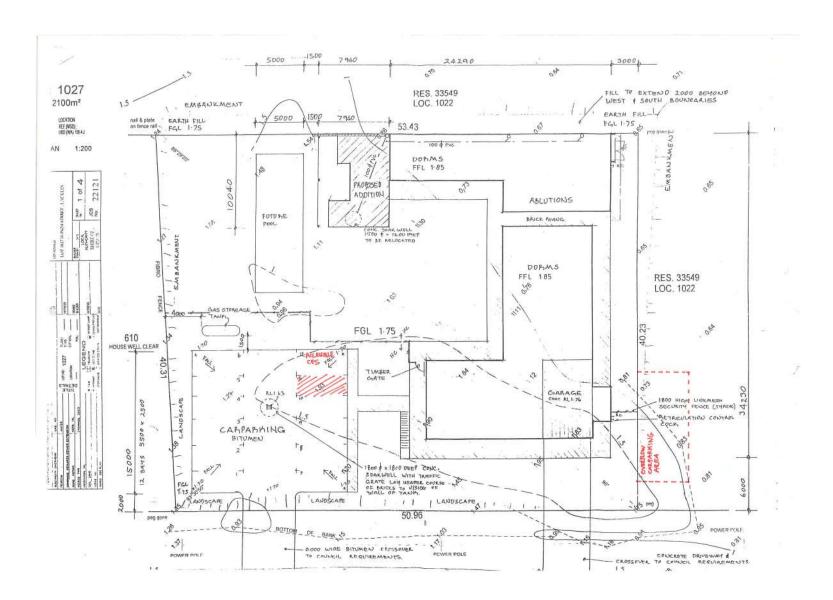
This room could potentially sleep 4/5 persons (a small family). We feel adding this to our lodging license would be of immense help to our business during these hard times and would at least give guests another option as we attempt to look for or create other markets.

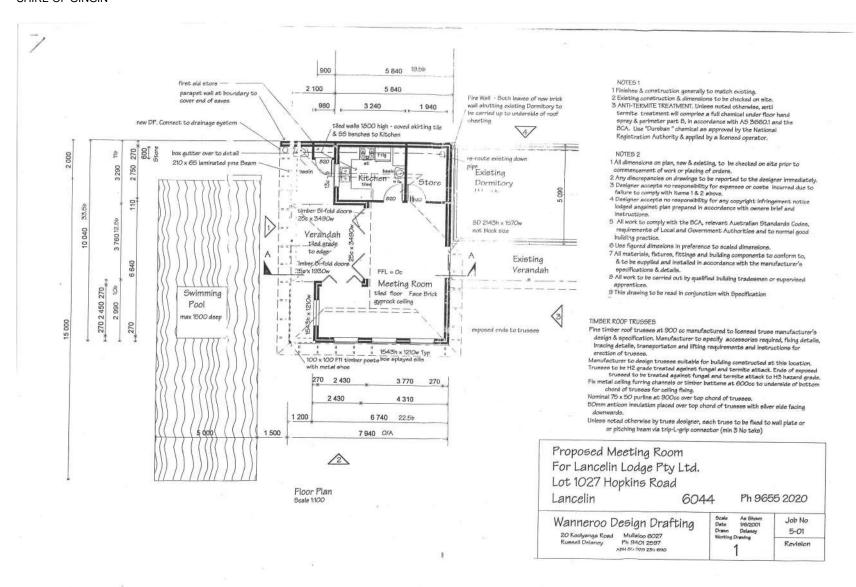
We are like other small business owners suffering during these challenging times and could use all the help we can get by adjusting our limit from 60 to 70 persons over the 17 rooms opens up a few more options as we attempt to move forward.

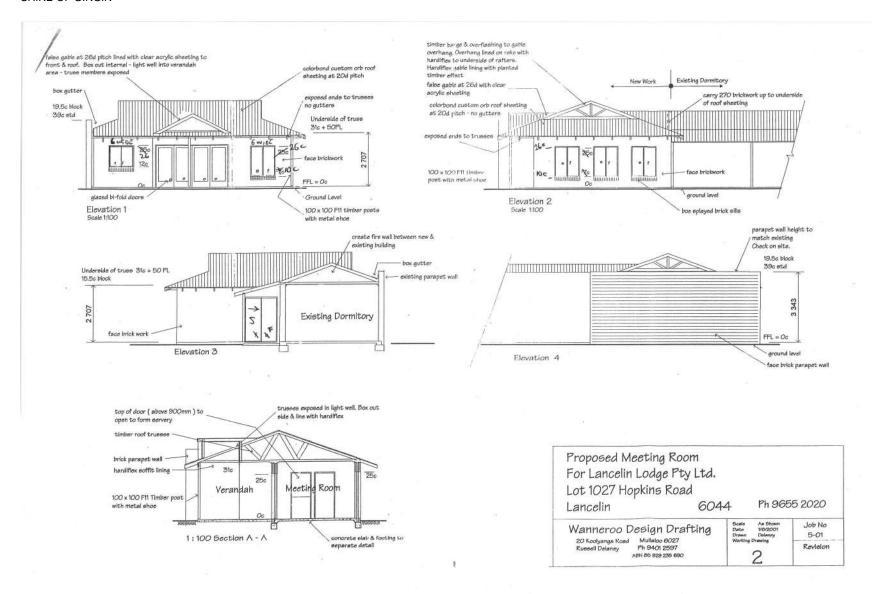
Kind Regards

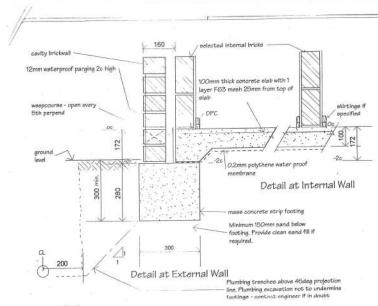
Nils Stokke

Lancelin Lodge









- NUTIED!

  1 Detail applicable for single storry construction in Perth sandy soil subgrades only.

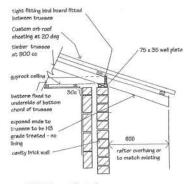
  2 Detail for single storry construction in sand compacted to not less than 7 blows per 300mm on a Standard Penetrometer Test

  5 N20720180 concrete to be used conforming to ASS600.

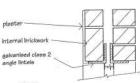
- 4 Cure slab by keeping moist for 7 days.
- 5 1500mm long re-enterant bars at all internal corners. 6 Where plumbing pipes pass through footing, specified concrete depth to be maintained.
- 7 All mash to conform to AS1303.
- 8 Lap all mesh one traverse wire plue 25mm or to manufacures details.
- 9 F63 mesh for elab lenghts up to 12 metres. F62 mesh for slab lenghts from 12m to 18 metres BCA 3.2.5
- 10 Engineer to be consulted if rock, clay, water or other unusual circumstances encountred.

  11 ANTI-TERMITE TREATMENT. Unless noted otherwise, anti termite treatment will comprise a full chemical under elab hand apray & perimeter part B, in accordance with AS 3660.1 and the BCA. Dursban chemical as approved by the National Registration Authority & applied by a licensed operator.

1:10 Concrete Raft Slab & Footing Detail



1:20 Eaves Detail 20 deg pitch = 364mm rice per meter run



- NOTESI 1 This detail is for lintels only. See separate detail for eaves construction.
- 2 Lintels to be hot dipped galvanised.
- 3 Minimum end bearing to be 90 mm or span divided by 20 (whichever is greater)

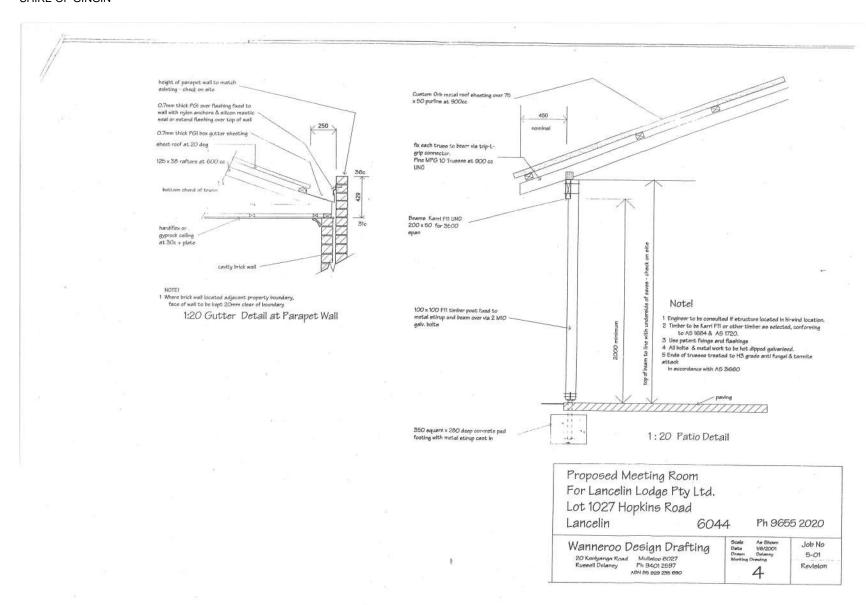
Opening Size	Lintel Size	Bearing
000p to 1500	75 x 75 x 6 ea	100mm
1500 to 1800	75 x 75 x 6 cm	100mm
1801 to 2200	100 x 100 x 6.5 es	11Omm
2201 to 2400	100 x 75 x 8.0 ua	120mm
2401 to 2700	100 x 100 x 8.0ea	135mm
2701 to 3000	125 х 75 х 8.0 ца	150mm
300t to 3300	125 v 75 v 10 ua	165mm

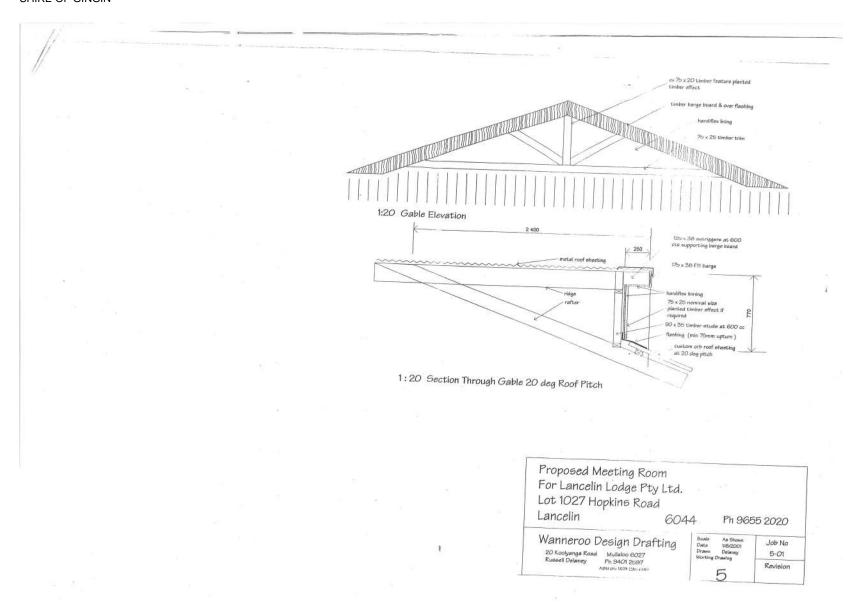
1:10 Section Through Angle Lintels

#### KITCHEN NOTES!

- 1 Walls Wall tiling 150 x 150 white 1800 high to all walls.
- 2 Floors Non-slip seamless vinyl graded to floor waste. Coved skirting tiles.
- 3 Celling Flush jointed gyprock.
- 4 Wash Basin installed with auto soap dispenser and paper towel dispenser.
- 5 Fire extinguisher 750gm wall mounted fire extinguisher.
- 6 Exhauet fan and Flue to external.
- Stainless Steel bench tops, shelves and exposed surfaces.
- 8 Intananeous hot water heater to service kitchen.
  9 Paint All paint used to be washable vynal.
- 10 All kitchen fittings, fixtures and finishes to conform to requirements of

Proposed Meeting Room For Lancelin Lodge Pty Ltd. Lot 1027 Hopkins Road Ph 9655 2020 6044 Lancelin Scale As Sh Date 1/6/20 Drawn Deland Working Drawing As Shown V6/2001 Delensy Job No Wanneroo Design Drafting 5-01 20 Koolyanga Road Mullaloo 6027 Revision Ph 9401 2597 Russell Delaney ABN 85 929 235 690





# 11.3.2 MANAGEMENT OF PROPOSED RESERVE FOR THE PURPOSE OF FIRE FIGHTING (INFRASTRUCTURE AND ACCESS) - LOTS 8001,8006 AND 8008 ON DEPOSITED PLAN 417740, GINGINUP

File:	LND/106	
Applicant:	Department of Planning, Lands and Heritage	
Location:	Lots 8001,8006 and 8008 on Deposited Plan 417740,	
	Ginginup	
Owner:	Crown	
Zoning:	N/A	
WAPC No:	153068	
Author	James Bayliss - Statutory Planning Officer	
Reporting Officer:	Bob Kelly – Executive Manager Regulatory and Development	
	Services	
Report Date:	16 February 2021	
Refer	Nil	
Appendices	1. Deposited Plan 417740	

#### **DISCLOSURES OF INTEREST**

#### **PURPOSE**

To provide confirmation to the Department of Planning, Lands and Heritage (DPLH) that Council accepts the management of the proposed reserves for the purpose of firefighting (Infrastructure and Access) on Lots 8001, 8006 and 8008 on Deposited Plan 417740, Ginginup.

#### **BACKGROUND**

As a result of a freehold subdivision (Country Heights Estate), Lots 8001, 8006 and 8008 were vested to the Crown under section 152 of the *Planning and Development Act 2005*, for the purpose of Firefighting (infrastructure and access).

In accordance with section 3.53 of the *Local Government Act 1995*, the proposed reserve is considered to be unvested and consequently under the control of the relevant local government authority. In order to formalise tenure over the abovementioned land, the DPLH is seeking confirmation that Council accepts management responsibility for the proposed reserves.

Given that s.3.53 of the Act specifies a local government is responsible for controlling and managing unvested land within its district, agreement by Council with respect to the issue of a Management Order in this instance is essentially a formality.

A copy of a Location Plan is provided as **Appendix 1**.

ORDINARY MEETING SHIRE OF GINGIN

#### COMMENT

As part of conditions imposed on the freehold subdivision (153068), Lot 8006 was identified as being reserved as a 'Fire Services Access Route' and Lots 8001 and 8008 being reserved to contain 'Infrastructure for Fire Fighting' and vested to the crown.

The maintenance of the reserves is anticipated to be minor given the land consist predominantly of compacted hardstand with little vehicular traffic.

#### Conclusion

The management of the subject reserves is ultimately the responsibility of the Shire of Gingin and the confirmation request from the DPLH is essentially a procedural process from their end. On that basis the officer suggests Council advise the DPLH that it accepts the issue of a management order for the subject reserves land for the purpose of firefighting.

#### STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 3 – Functions of local governments
Division 3 – Executive functions of local governments
Section 3.53 – Control of certain unvested facilities

#### **POLICY IMPLICATIONS**

Nil

#### **BUDGET IMPLICATIONS**

The cost to maintain these areas is anticipated to be minimal and will be incorporated into annual budget allocations.

#### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Infrastructure and Development
Objective	3. To effectively manage growth and provide for community through the
	delivery of community infrastructure in a financially responsible manner.
Outcome	3.1 Development new and existing developments meet the Shire's
	Strategic Objectives and Outcomes.
Key Service	Building and Planning Permits
Areas	
Priorities	3.1.1 Support strategies that facilitate commercial development.

#### **VOTING REQUIREMENTS – SIMPLE MAJORITY**

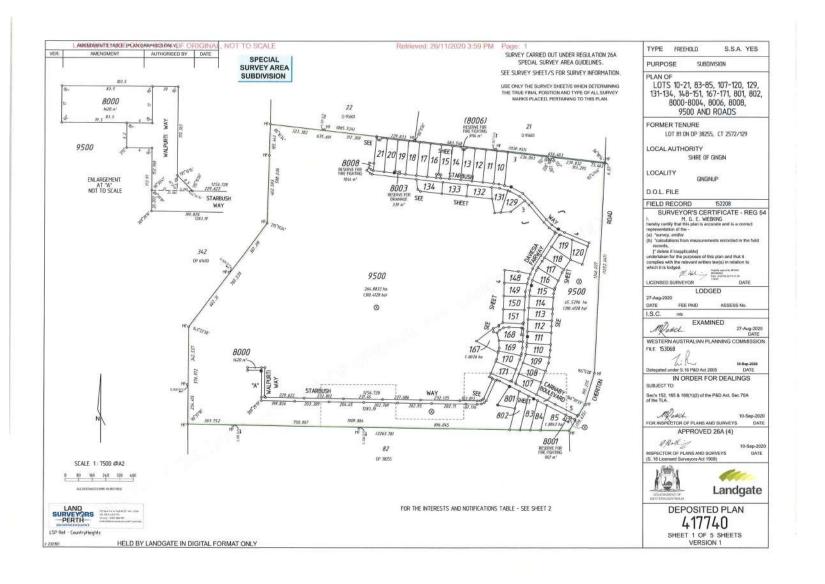
#### COUNCIL RESOLUTION/OFFICER RECOMMENDATION

MOVED: Councillor Lobb SECONDED: Councillor Vis

That Council accept management responsibility for Lots 8001, 8006 and 8008 on Deposited Plan 417740, Ginginup as a reserve for the purpose of Firefighting (Infrastructure and Access).

**CARRIED UNANIMOUSLY** 

# **APPENDIX 1**



LANDGATE USE ONLY, COPY OF ORIGINAL, NOT TO SCALE

FOR HEADING SEE SHEET 1 Page: 2

#### INTERESTS AND NOTIFICATIONS

SUBJECT	PURPOSE	STATUTORY REFERENCE	ORIGIN	LAND BURDENED	BENEFIT TO	COMMENTS
⊗ ⊗	MNERAL RESERVATION  MNERAL RESERVATION		DOC 3053/1909  LITRANSFER  DOC 6619/1920	LOTS 10-21, 109-120, 129, 131-134, 148-151, 167-170, 8000 AND PT LOTS 85, 108, 171 8, 9500 LOTS 10-21, 109-120, 129, 131-134, 148-151, 167-170, 8000 AND PT LOTS 85, 108, 171		
				& 9500		
	RESTRICTIVE COVENANT	SEC 129BA OF THE TLA	DOC 0479914	LOTS 10-21, 83-85, 107-120, 129, 131-134, 148-151, 167-171, 801 & 802 .	SHIRE OF GINGIN	NO DEVELOPMENTS PERMITTED OUTSIDE OF BUILDING ENVELOPES
	NOTIFICATION	SEC 70A OF THE TLA	DOC 0479915	LOTS 10-21, 83-85, 107-120, 129, 131-134, 148-151, 167-171, 801 & 802.		RETICULATED SEWERAGE SERVICE IS UNAVAILABLE, SUITABLE SYSTEMS HUST COMPLY WITH THE LGA & DEPT. HEALTH, AND BUILDING REQUIREMENTS MAY APPLY
	NOTIFICATION	SEC 165 OF THE P&D ACT	DOC 0479917	LOTS 10-21, 83-85, 107-120, 129, 131-134, 148-151, 167-171, 801 & 802.		LAND W.THIN BUSHFIRE PRONE AREA, SUBJECT TO BUSHFIRE MANAGEMENT PLAN, BUILDING REQUIREMENTS MAY APPLY
	NOTIFICATION	SEC 70A OF THE TLA	DOC 0479915	LOTS 10-21, 83-85, 107-120, 129, 131-134, 148-151, 167-171, 801 & 802,		SUBJECT TO PROVISIONS OF A LOCAL DEVELOPMENT PLAN
	NOTIFICATION	SEC 70A OF THE TLA	DOC 0479916	LOTS 10-21, 83, 84, 85, 801 & 802.		LOTS WITHIN RURAL AREA - IMPACTED BY PRIMARY PRODUCTION
LOTS 8002, 003 & 8004	RESERVE FOR DRAINAGE	VESTS IN THE CROWN UNDER SEC 152 OF THE P&D ACT	THIS PLAN	LOTS 8002, 8003 & 8004		
LOT 8006	RESERVE FOR FIRE FIGHTING	VESTS IN THE CROWN LINDER SEC 152 OF THE P&D ACT	THIS PLAN	LOT 8006		RESERVED AS A FIRE SERVICES ACCESS ROUTE
LOTS 8001 & 8008	RESERVE FOR FIRE FIGHTING	VESTS IN THE CROWN UNDER SEC 152 OF THE P&D ACT	THIS PLAN	LOTS 8001 & 8008		RESERVED TO CONTAIN INFRASTRUCTURE FOR FIRE FIGHTING

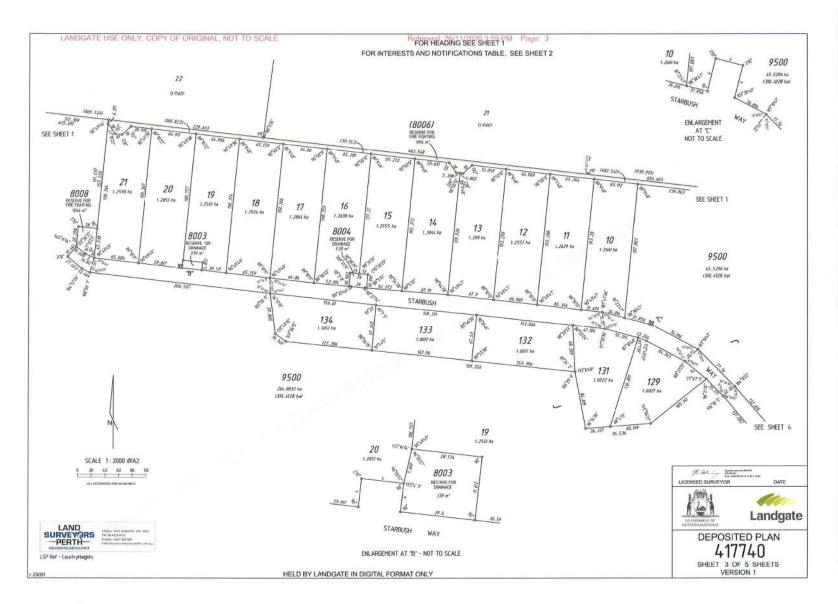
LICENSED SURVEYOR Landgate

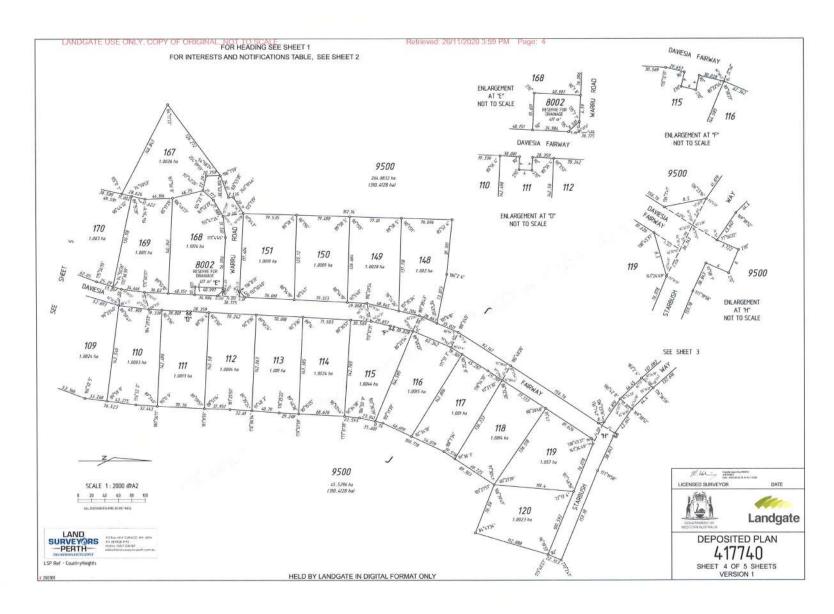
SURVEYORS
PERTH

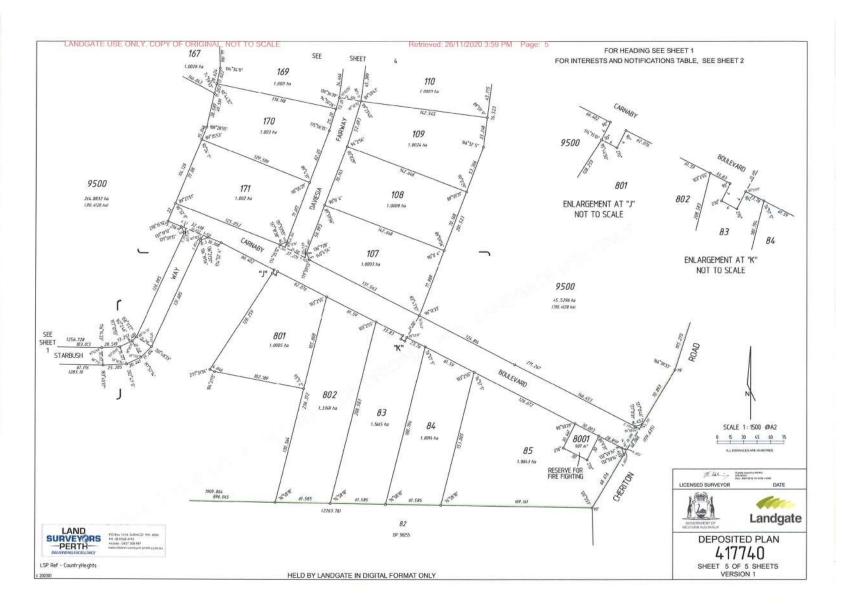
LSP Ref - CountryHeights

DEPOSITED PLAN
417740
SHEET 2 OF 5 SHEETS
VERSION 1

£ 200301







#### 11.4. OPERATIONS

# 11.4.1 UNBUDGETED EXPENDITURE - PURCHASE OF NEW PRIME MOVER WITH TRADE-IN VEHICLE

File:	PLT/10
Reporting Officer:	Allister Butcher – Executive Manager Operations
Report Date:	16 February 2021
Refer:	Nil

#### **DISCLOSURES OF INTEREST**

Nil

#### **PURPOSE**

To consider the unbudgeted expenditure for the purchase of a new Prime Mover with tradein vehicle (current number plate GG028).

#### **BACKGROUND**

The Shire currently has allocated \$210,000 in the 2020/21 Plant Replacement Program for the purchase of a new prime mover with the trade-in of \$20,000 for the 2008 Mercedes Benz Actros prime mover (GG028). All prices ex GST.

The 2008 Mercedes Benz Actros will need the following works undertaken within the next six months:

- Replace clutch packs (approximately \$7,000);
- Brake overhaul (approximately \$6,000); and
- Replace engine wiring loom (approximately \$3,000)

The current kilometres on the trade-in vehicle is 620764.

On 17 November 2020, quotes were called through the Western Australian Local Government Association (WALGA) Preferred Supplier program for the supply of a new prime mover, trading in the Shire's existing 2008 Mercedes Benz Actros prime mover. The following suppliers were contacted to supply a quote:

- Iveco Trucks Australia;
- Scania Australia; and
- Volvo Trucks (Truck Centre WA).

At the close of the quoting period on 2 December 2020, quotes were received from all three companies. The prime movers offered are as follows:

Truck Centre WA Volvo FM13-500Scania Australia Scania G 500

Iveco Trucks Australia
 Iveco Stralis AS-L 560

The summarised submitted quotes were previously circulated at the Plant Committee Meeting on 2 January 2021.

#### COMMENT

Both the Volvo and Scania are rated at 500hp while the Iveco is rated at 560hp.

Shire employees have test driven all three prime movers and provided the following comments regarding each vehicle:

- Iveco Stralis AS-L 560
  - Plenty of power on demand (560hp)
  - Cab is too high at a height of 3.82mm to top of cab (with Aerokit removed)
  - Doesn't feel as of robust construction as the other vehicles on offer
- Scania G 500
  - Well-built vehicle
  - Drives well
- Volvo FM13-500
  - Drives very well
  - Very robust construction
  - The same vehicle as the Shire's existing two prime movers

After test driving all three vehicles the Shire operator's and mechanic preference is for the Volvo FM13-500 for the following reasons:

- Truck Centre WA have a proven level of good service history;
- Truck Centre WA have an excellent standard of after sale parts and repair support.
- The purchase of another Volvo FM13 would increase the Shire's fleet of Volvo FM13's (currently two) which would only further save on reducing the requirement to have different parts on stock for differing makes of plant.

All three quotes supplied are over budget for the net change over cost of \$190,000. The Volvo FM13-500 as quoted by Truck Centre WA is the highest priced quote supplied from the three tenderers. Although the Volvo is the highest priced item it is expected:

- The comparative robust build of the truck;
- The savings encountered by reducing the amount of parts required to be kept in stock at any one time; and
- The proposed comparative reduced downtime of the plant being out of action for repairs, the savings encountered over the life of the machine (approximately 7 years) would offset the additional cost for the volvo fm13-500.

If Council resolves to support the Officer's recommendation of purchasing the Volvo FM13-500, it is recommended Council amend the 2020/21 Budget to fund the variance from the Plant Reserve as detailed in the following table:

Account	Description	Current Budget		Revised Budget	Surplus/ Deficit
12359940	Purchase Prime Mover GG028	(\$210,000)		(\$251,950)	(\$41,950)
12318928	Sale of Prime Mover GG028	\$20,000		\$20,454.55	\$454.55
21069701	Transfer from Plant Reserve	\$157,638		\$199,133.45	\$41,495.45
			Net E	Effect	NIL

#### STATUTORY ENVIRONMENT

Local Government Act 1995
Part 3 – Functions of local governments
Division 3 – Executive functions of local governments
Section 3.57 – Tenders for providing goods or services

Local Government (Functions and General) Regulations 1996
Part 4 – Provision of goods and services
Division 2 – Tenders for providing goods or services (s. 3.57)
Regulation 11 – When tenders have to be publicly invited

#### **POLICY IMPLICATIONS**

Policy 3.9 Purchasing and Ordering of Goods Policy 3.10 Purchasing

#### **BUDGET IMPLICATIONS**

If Council is supportive of the Officers recommendation to purchase the Volvo FM13-500 from Truck Centre WA then the budget would be required to be amended as per the following table:

Account	Description	Current Budget	Revised Budget	Surplus/ Deficit
12359940	Purchase Prime Mover GG028	(\$210,000)	(\$251,950)	(\$41,950)
12318928	Sale of Prime Mover GG028	\$20,000	\$20,454.55	\$454.55
21069701	Transfer from Plant Reserve	\$157,638	\$199,133.45	\$41,495.45
			Net Effect	NIL

#### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Outcome	5.1 Values – Our Organisational/Business Values demonstrated
	in all that we do
Key Service Areas	Financial Management
Priorities	Nil

#### **VOTING REQUIREMENTS – ABSOLUTE MAJORITY**

#### COUNCIL RESOLUTION/PLANT COMMITTEE RECOMMENDATION

MOVED: Councillor Vis SECONDED: Councillor Morton

**That Council approve:** 

- 1. The purchase of one new Volvo FM13-500 prime mover at a price of \$251,950 (excluding GST), trading in the Shire's 2008 Mercedes Benz Actros (current registration GG028) at a price of \$20,454.55 (excluding GST) for a net change-over of \$231,495.45 (excluding GST) as submitted by Truck Centre WA; and
- 2. That the 2020/21 budget be amended in accordance with the following table:

Account	Description	Current Budget	Revised Budget	Surplus/ Deficit
12359940	Purchase Prime Mover GG028	(\$210,000)	(\$251,950)	(\$41,950)
12318928	Sale of Prime Mover GG028	\$20,000	\$20,454.55	\$454.55
21069701	Transfer from Plant Reserve	\$157,638	\$199,133.45	\$41,495.45
	I		Net Effect	NIL

CARRIED BY ABSOLUTE MAJORITY 8-0

# 11.4.2 DEFERRAL OF PURCHASE - NEW FRONT END LOADER WITH TRADE IN (GG006)

File:	PLT/9
Reporting Officer:	Allister Butcher - Executive Manager Operations
Report Date:	16 February 2021
Refer:	Nil

#### **DISCLOSURES OF INTEREST**

Nil

#### **PURPOSE**

To consider deferring the purchase of one new front end loader with trade-in vehicle (current number plate GG006).

#### **BACKGROUND**

Given the age of, and the increased maintenance costs being incurred in relation to, the Shire's Case 621D front end loader, replacement of this item of plant was identified in the 2020/21 Plant Replacement Program adopted by Council as part of the 2020/21 Budget.

On 14 December 2020, quotes were called through the Western Australian Local Government Association (WALGA) Preferred Supplier program for the supply of a new wheel loader, trading in the Shire's existing Case 621D front end loader. The following suppliers were contacted to supply a quote:

- CJD Equipment (Volvo);
- McIntosh & Son (Case);
- Westrac (Caterpillar);
- Liebherr Australia (Liebherr); and
- Komatsu.

At the close of the quoting period on 11 January 2021, quotes were received from three separate companies. Details of the quoting companies and the machines offered are as follows (in no particular order):

- Westrac (Caterpillar 938K-IT);
- CJD Equipment (Volvo L90F);
- McIntosh & Son (Case 621G); and
- McIntosh & Son (Case 621F).

The summarised submitted quotes were previously circulated at the Plant Committee Meeting on 2 January 2021.

The Shire's 621D loader has most recently been located at the Lancelin depot as it was preferable to utilise a machine reaching the end of its useful life in the corrosive coastal

environment rather than exposing a newer loader. At the same time, however, the machine has also been utilised for roadworks and on fire grounds when required.

#### COMMENT

Shire operators were given the opportunity to test drive most of the quoted loaders, which allowed them to provide comment on the perceived strengths and weaknesses of each. In the view of operators, the stand out machine was the Case 621G based on quality of machine, ease of use and serviceability. While it is noted that the Case 621F and Case 621G are the same machine the difference is that the 621G has a Tier4 engine over a Tier2 engine, meaning that the 621G is more environmentally friendly due to reduced sulphur and NOx (nitrous oxide) omissions. Tier2 engines will eventually be phased out so as to reduce environmentally harmful omissions.

Volvo loaders have been used in many local governments for many years as a reliable piece of plant. Both the Executive Manager Operations and Mechanic have had experience with these machines and find them very reliable machines and dependant on proximity to service/repair facilities providing very good after purchase service and repair.

The warranty for the Case loaders is five years and 3,000 hours covering any defective parts or workmanship. The warranty for the Volvo L90F loader is 5 years and 5,000 hours. Although the purchase price is over budget the trade-in value is also over budget equating to a net change-over value that is exactly the budgeted amount (\$220,000 excluding GST).

Although the Caterpillar 938K-IT is a very good loader the purchase price for the machine in the Officer's opinion is cost prohibitive.

After assessing the strengths, weaknesses and cost of each loader, the Case 621G is recommended as the most suitable unit to replace the existing Case 621D. This assessment is based on the following points:

- 1. This loader is easy to operate;
- 2. Has a comfortable operator station;
- 3. Servicing items are easy to get at; and
- 4. The Shire already operates two Case loaders (721F and 921F) and another Case loader may be beneficial from a servicing perspective when compared to purchasing another brand of machine and using the existing loader attachments. The Shire has not had any major issues with the after sales service from McIntosh and Son.

The 2020/21 Plant Replacement Program has provided an allocation of \$250,000 for the purchase of the machine and \$30,000 for the trade-in of the Shires Case 621D loader (all excluding GST).

The quoted purchase price of the preferred unit is \$229,700 (excluding GST). The Chief Executive Officer is authorised under Policy 3.9 Purchasing and Ordering of Goods to issue orders for the purchase of goods and services up to a value of \$250,000 (provided that funds

for the purchase are identified in Council's adopted Budget). As this item's purchase price is below the threshold it's not required to bring this item to Council but as a large piece of Shire plant it was considered by the plant committee for deliberation.

16/02/2021

At the conclusion of discussions, the Committee felt that the existing unit had not accumulated sufficient work hours to justify replacement at this point in time. The possibility that a front end loader may be required to service the Shire's waste management sites at the end of the current management agreements was also discussed.

As a result, the Committee has recommended that Council agree to defer the purchase of a new front end loader, trading in the Shire's existing unit, until the 2021/22 financial year. It should be noted that the committee recommendation has been grammatically edited however the intent remains the same.

#### STATUTORY/LOCAL LAW IMPLICATIONS

Local Government Act 1995
Part 3 – Functions of local governments
Division 3 – Executive functions of local governments
Section 3.57 – Tenders for providing goods or services

Local Government (Functions and General) Regulations 1996
Part 4 – Provision of goods and services
Division 2 – Tenders for providing goods or services (s. 3.57)
Regulation 11 – When tenders have to be publicly invited

#### **POLICY IMPLICATIONS**

SHIRE OF GINGIN

Policy 3.9 Purchasing and Ordering of Goods Policy 3.10 Purchasing

#### **BUDGET IMPLICATIONS**

In the event that Council is supportive of the Committee's recommendation, then the 2020/21 Budget allocations for purchase and trade-in values (\$250,000 and -\$30,000 respectively) will be transferred to Reserve and included in the draft 2021/22 Budget for Council's consideration.

#### STRATEGIC IMPLICATIONS

Shire of Gingin Strategic Community Plan 2019-2029

Focus Area	Governance
Outcome	5.1 Values – Our Organisational/Business Values demonstrated in all
	that we do
Key Service	Financial Management
Areas	
Priorities	Nil

#### **VOTING REQUIREMENTS – SIMPLE MAJORITY**

#### COUNCIL RESOLUTION/PLANT COMITTEE RECOMMENDATION

MOVED: Councillor Balcombe SECONDED: Councillor Vis

That Council approve the deferral of the purchase and trade-in of GG006 and be included in the 2021/22 Plant Replacement Program for Council's consideration as part of the 2021/22 Budget process.

**CARRIED UNANIMOUSLY** 

## 12. MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

### 13. COUNCILLORS' OFFICIAL REPORTS

# 13.1 APPRECIATION TO SHIRE MECHANIC AND APPRENTICE – SHIRE BUSHFIRE APPLIANCES

File:	GOV/20-1
Councillor:	Peczka
Report Date:	16 February 2021

Councillor Peczka conveyed his appreciation to Shire Mechanic Gordon Gow and his Apprentice Travis Galbraith for their outstanding response in keeping all of the Bushfire Appliances running whilst Crews were being rotated 24/7 responding to the major Wooroloo Bushfire. He stated that Gordon and Travis demonstrated a commendable level of commitment, particularly in getting the Ledge Point 2.4 Appliance back running within 24 hours, working tirelessly through the weekend so that the Appliance was ready to immediately respond to the next bushfire emergency. It was a fantastic effort to drive to Perth on Saturday to obtain the necessary parts and work on the truck on Sunday to complete the repairs and testing. Gordon and Travis have worked tirelessly behind the scenes to keep appliances repaired and moving during all hours – Thank you.

All Bushfire volunteers within the Shire have massively contributed to the Red Gully and the Wooroloo Fires and deserve the highest praise and appreciation – Thank you Bushfire Volunteers.

#### 13.2 ANNUAL GENERAL MEETING GUILDERTON COMMUNITY ASSOCIATION

File:	GOV/20-1
Councillor:	Johnson
Report Date:	16 February 2021

Councillor Johnson advised that he and Councillor Balcombe attended the Annual General Meeting of the Guilderton Community Association. He advised that the position of Secretary was still vacant.

# 13.3 GINGIN COMMUNITY RESOURCE CENTER (CRC) MEETING - 15 FEBRUARY 2021

File:	GOV/20-1
Councillor:	Balcombe
Report Date:	16 February 2021

Councillor Balcombe advised that she attended a meeting at the Gingin Community Resource Centre (CRC) where the following topics were discussed:

- ✓ Gingin Railway Station Café Legal proceedings are continuing.
- ✓ New Treasurer Appointment Ms Tracy Pollard
- ✓ British Car Day Parking concerns were raised regarding the impact of newly started construction of the Gingin Outdoor Activity Space (GOAS), but this was resolved and they are now happy with the arrangements made with the Shire.

### 14. <u>NEW BUSINESS OF AN URGENT NATURE</u>

Nil

### 15. MATTERS FOR WHICH MEETING IS TO BE CLOSED TO THE PUBLIC

Nil

### 16. <u>CLOSURE</u>

There being no further business, the Shire President declared the meeting closed at 3:30 pm.

The next Ordinary Meeting of Council will be held in Council Chambers at the Shire of Gingin Administration Centre, 7 Brockman Street, Gingin on Tuesday, 16 March 2021 commencing at 3.00 pm.

These Minutes are confirmed as the official record of the Special Meeting of the Gingin Shire Council held on 16 February 2021.

Councillor Wayne Fewster Shire President

16 March 2021