



ORDINARY MEETING OF COUNCIL

MINUTES

19 DECEMBER 2024

These minutes were confirmed by Council as a true and correct record of proceedings by the Ordinary Council Meeting held on 20/2/25

Presiding Member: *[Signature]* Date: 20 February 2025

Disclaimer

The purpose of this Council Meeting is to discuss and, where possible, make resolutions about items appearing on the agenda.

Whilst Council has the power to resolve such items and may in fact, appear to have done so at the meeting, no person should rely on or act on the basis of such decision or on any advice or information provided by a Member or Officer, or on the content of any discussion occurring, during the course of the meeting.

Persons should be aware that the provisions of the Local Government Act 1995 (Section 5.25(e)) establish procedures for revocation or revision of a Council decision. No person should rely on the decisions made by Council until formal advice of the Council decision is received by that person.

The Shire of Brookton expressly disclaims liability for any loss or damage suffered by any person as a result or relying on or acting on the basis of any resolution of Council, or any advice or information provided by a Member or Officer, or the content of any discussion occurring, during the course of the Council Meeting.

Living Values

Collaborate

We will be supportive, applaud courage, celebrate success for us and the community. We will adapt to new circumstances, apply curiosity and share new things.

I will

- listen hard, speak less, and ask questions for understanding and clarity.
- share ideas, remind my colleagues of our work goals and demonstrate my leadership behaviours. acknowledge when things are going well and when we are facing difficulties.
- seek ways of working together and recognise when we succeed in our work.
- Compliment others when they are courageous and speak up.

We will grow our knowledge and experience and have pride in ourselves, our efforts and community.

I will

- seek and accept new ways of doing things.
- research and share newfound skills and knowledge.
- ask for assistance and input when I'm not sure.

Learn

Integrity

We will demonstrate honest and open behaviour at all times. Our communications will be respectful, with empathy and be fully accountable for our own actions.

I will

- communicate honestly with colleagues and respect their views.
- actively contribute to a culture of trust and openness in the Shire.
- be brave and speak up when things are not right.
- offer my colleagues support regardless of their background, role or experience.

We will meet the many challenges, identify and apply solutions and lean on our colleagues.

I will

- be sure to include and engage with my workmates in a positive and constructive manner.
- look after myself, be mindful of my self-esteem and that of others.
- maintain a 'can-do' approach and seek support from others. be aware that my behaviour may impact on others and reduce their confidence.
- know my strengths and aware of my weaknesses.

Resilient

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1.12.24 DECLARATION OF OPENING/ANNOUNCEMENT OF VISITORS

The Shire President, Cr Katrina Crute, declared the Council Meeting open at 6.00pm.

On behalf of Council, I would like to acknowledge that this meeting is being held on the traditional lands of the Nyoongar People and pay respect to all Elders, past, present, and emerging. I wish to acknowledge and respect local people's continuing culture and the contribution they make to Country and its life.

As the Presiding Member, I hereby give my permission for the administration to record proceedings of this meeting. By being present at this meeting, members of the public consent to the possibility that their voice will be recorded.

2.12.24 RECORD OF ATTENDANCE/APOLOGIES/APPROVED LEAVE OF ABSENCE

Elected Members (Voting)

Cr KL Crute	President
Cr T D de Lange	Deputy President
Cr HA Bell	
Cr B Copping	
Cr C Hayden	
Cr L McCabe	
Cr R Wallis	

Staff (Non-Voting)

Gary Sherry	Chief Executive Officer
Deanne Sweeney	Manager Corporate and Community
Sandie Spencer	Executive Governance Officer

Apologies

Kevin D'Alton	Acting Manager Infrastructure Works
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Leave of Absence

Nil

Members of the Public

Noel Brinkworth
Wendy Rose
Kathryn Bassett
Sharon Williams
Rosalie Pech Eva
Jan Eva
Terry Thorpe
Peta Harben
Guy Teede

3.12.24 USE OF COMMON SEAL – OCTOBER

The Table below details the Use of Common Seal under delegated authority for the month of October 2024.

Use of Common Seal Register		
File Ref:	Purpose	Date Granted
Nil.		

4.12.24 DELEGATED AUTHORITY – ACTIONS PERFORMED

The Table below details the actions of Council performed under delegated authority.

Shire of Brookton, Delegation Register, 1.41 Building Matters – Permits, Certificates & Orders

BUILDING			
Permit No.	Lot & Street	Type of Building Work	Date Granted
11-24/25	50 McGrath Street	Ancillary Accommodation	04/12/2024

Shire of Brookton, Delegation Register, 1.37 Specific Provisions under the Town Planning Scheme No. 4.

PLANNING				
File Ref	Application Ref	Subject Land (Inc. Scheme No.)	Purpose	Date Granted
A454	P2024/019	50 White Street	2 x Modular Single Dwellings	29/11/2024

5.12.24 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil.

6.12.24 PUBLIC QUESTION TIME

6.12.24.01 GAZEBO MAINTENANCE

Ms Sharon Williams asked when is the Shire of Brookton going to do much needed maintenance on the gazebo opposite the Bedford Arms Hotel? It looks as though it was important to the community when it was built over 20 years ago as it has a plaque remembering two local people and has a time capsule buried underneath it. I reported it to the Shire approximately two months ago via snap send solve app but as of last week I have seen no signs of any maintenance.

The Chief Executive Officer, Mr Gary Sherry, advised that following receipt of Ms Williams' original report, Shire staff confused the location of the Pioneer Park gazebo and completed required structural repairs to an older gazebo in Memorial Park.

The Pioneer Park gazebo appears to have minor vandalism damage to finials on the gazebo. The gazebo also requires painting. Staff will make the finial vandalism completely

safe in the very near future and the gazebo will be included in the Shire's painting program next financial year. The older gazebo in Memorial Park requires further repair or replacement.

This year the Shire has budgeted to complete \$88,000 of painting on 15 sites.

6.12.24.02 PAYMENT - FAIR VALUE

Ms Sharon Williams asked about the nature of the Council payment EFT16236 on 7 November 2024 to APV Valuers And Asset Management for the Fair Value Project Report for the Brookton Railway Station Reserve. totalling \$4,180.00

Ms Deanne Sweeney, Manager Corporate and Community, advised that this valuation was required by Council's auditor to prove the value of the Brookton Railway Station to be included on the Shire of Brookton's asset register. Prior to the transfer to Council of the reserve on which the Brookton Railway Station is sited, the Station was only leased by Council and could not be included as an asset of Council.

6.12.24.03 PAYMENT - BOB WADDELL & ASSOCIATES

Ms Sharon Williams asked about the nature of Council payment EFT16284 on 22 November 2024 to Bob Waddell & Associates Pty Ltd for professional assistance with auditors' questions relating to the fair value of the Brookton Railway Station totalling \$220.00.

Ms Deanne Sweeney, Manager Corporate and Community, advised that this professional accounting advice was sought to ensure that the proposed financial treatment of the inclusion of the Brookton Railway Station on the Shire of Brookton's asset register was completed within accounting guidelines.

6.12.24.04 PAYMENT - LOAN PAYMENT

Ms Sharon Williams asked about the nature of Council payment DD8045.1 on 15 November 2024 to WA Treasury Corporation for loan payment principle & interest for loans 81 & 82 totalling \$65,222.77.

Ms Deanne Sweeney, Manager Corporate and Community, advised that this represents the repayments on the Council debt held by the WA Treasury Corporation for loans for the construction of the WB Eva Pavilion and the self supporting loan made to the Brookton Country Club.

6.12.24.05 CCTV GRANT MONEY

Mr Guy Teede recalled public meeting held in Brookton some years ago that discussed the community security and the installation of CCTV cameras. Mr Teede recalled that at that meeting it was discussed that a grant of \$25,000 had been secured to install CCTV cameras in Brookton. Mr Teede asked what had happened to those grant funds? Mr Teede advised that he had asked this question before and had not received a satisfactory answer.

Cr Katrina Crute, Shire President, outlined that the public meeting was conducted by the Brookton CRC and the Brookton CRC had secured the grant funds. Cr Crute noted that at the time of the Meeting the Brookton CRC was completely independent of Council. Cr Crute indicated that it was highly likely that Council would not have any relevant information of the financial details of the Brookton CRC's grant funding from this time, however Cr Crute committed to review Shire records and inform Mr Teede.

6.12.24.06 RANGER ACCESS TO PRIVATE PROPERTY

Mr Guy Teede advised that Council's contract Ranger had recently visited his property to inspect fire breaks. Mr Teede was concerned that the Ranger had not made an appointment with him to complete this inspection nor had left some note of his visit.

The Chief Executive Officer, Mr Gary Sherry, advised that Council had inspected some 500 properties both in Brookton town and in rural areas as part the inspection of compliance with Council's Fire Break Notice. The Shire had used Council's contract Ranger service to complete these inspections.

Mr Sherry advised that this was the first time for some years an inspection of the compliance of the perimeter fire breaks of rural properties had been completed and it was on this basis that Council's contract Ranger would have visited Mr Teede's property. Mr Sherry acknowledged that the Shire of Brookton notify landowners of upcoming fire break inspections and this would be best done as a community broadcast rather than a time consuming notice to individuals

Mr Sherry advised that Shire staff had had conversations with a number of residents and ratepayers over their property's compliance with the Fire Break Notice. Mr Sherry advised that this year Shire staff had had some difficulty in establishing the list of the rural properties requiring an inspection and this had delayed the inspections. The Shire had also had issues where rural properties had been misidentified.

6.12.24.07 ELECTION OF SHIRE PRESIDENT

Mr Guy Teede noted that some other local governments directly elected their Shire President and asked if Council had considered this as an option for the Shire of Brookton?

The Shire President noted that the larger Band 1 and Band 2 local governments were required by the Local Government Act to directly elect their Mayor or President. Cr Crute advised that the Local Government Act allowed for the Shire of Brookton to seek the Minister of Local Government to have the Shire President of Brookton directly elected, however Council was not considering this at this time.

The Chief Executive Officer, Mr Gary Sherry, advised that there were some smaller Band 3 Council's such as the Shires of Narrogin and Northam, where the Shire President was directly elected. Mr Sherry was not aware of any Band 4 Council of a size similar to the Shire of Brookton where the Shire President was directly elected.

6.12.24.08 PAINTING OF PIONEER PARK GAZEBO

Ms Sharon Williams noted the previous response to her question regarding the requirement for painting of the Pioneer Park Gazebo and asked for confirmation of when this was to occur and could it not be completed by Shire staff?

The Chief Executive Officer, Mr Gary Sherry, advised that Council was completing a range of painting projects and had booked a contractor some months ago to complete this work. The contractor required a significant lead time and additional work would not be possible for this financial year. Mr Sherry expected to add the painting of the Pioneer Park Gazebo into the 2025/26 budget.

Mr Sherry advised that the Shire did employ a building maintenance officer, but his role was to complete only minor maintenance and organise specialist contractors to complete specialist tasks. Painting is one building task that is done more quickly and efficiently by tradesman who have both the required skills but also the specialist equipment.

7.12.24 APPLICATIONS FOR LEAVE OF ABSENCE

Nil.

8.12.24 PETITIONS/DEPUTATIONS/PRESENTATIONS

Nil.

9.12.24 CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS**9.12.24.01 ORDINARY MEETING OF COUNCIL – 21 NOVEMBER 2024****OCM 12.24-01****COUNCIL RESOLUTION**

MOVED Cr de Lange SECONDED Cr Hayden

That the minutes of the Ordinary meeting of Council held in the Shire of Brookton Council Chambers, on 21st November 2024, be confirmed as a true and correct record of the proceedings.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr De Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil

9.12.24.02 SPECIAL MEETING OF ELECTORS – 9 DECEMBER 2024

OCM 12.24-02

COUNCIL RESOLUTION

MOVED Cr Copping SECONDED Cr Bell

That the minutes of the Special meeting of Electors held in the Shire of Brookton Town Hall, on 9th December 2024, be confirmed as a true and correct record of the proceedings.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr De Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis

Against: Nil

10.12.24 ANNOUNCEMENTS BY THE PRESIDING MEMBER WITHOUT DISCUSSION

Nil.

11.12.24 DISCLOSURE OF INTERESTS

Members and Officers to declare Financial, Proximity or Impartiality Interests & submit forms to the Chief Executive Officer at the commencement of the meeting and prior to the item.

Item no.	Members	Type of Interest	Nature of Interest
Nil.			

12.12.24.01 DISPOSAL OF PROPERTY – LOT 50 CORBERDING ROAD

File No:	A2787
Date of Meeting:	19 December 2024
Location/Address:	Lot 50 Corberding Road
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	17 October 2024

Summary of Report:

Council is to consider the proposed sale of Lot 50 Corberding Road. Mr Ashley Hobbs for \$20,000.

Description of Proposal:

Mr Hobbs has submitted an offer of \$20,000 to purchase Lot 50 Corberding Road.

At the October 2024 Ordinary Council Meeting Council resolved to

OCM 10.24-15 - COUNCIL RESOLUTION

MOVED Cr McCabe SECONDED Cr Crute

That Council proposes to accept Mr Ashley Hobbs' offer for the purchase of Lot 50 Corberding Road of \$20,000.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis

Against: Nil

Council has completed the local public notice of the proposed disposal of Lot 50 Corberding Road of \$20,000. Two comments were received, both opposing the proposed sale. . These are included at Attachment 12.12.24.01A. Ms Williams comments that the land is under valued at \$75,000, Council should sell the land for \$75,000 and should develop additional residential land. Ms Macnab expressed similar concerns that the property should be sold for the valued amount.

The price for rural lifestyle land is significantly higher than rural agricultural land. While it is legally possible for Council Lot 50 Corberding Road for a rural lifestyle purpose, in proposing to dispose of Lot 50 Corberding Road to Mr Hobbs, Council was looking to retain the current commercial agricultural use of the property and the offer of purchase by Mr and Mrs Hobbs is in keeping with agricultural values.

Council has though various planning documents sought to restrict the unplanned subdivision of rural zoned properties because of concerns about protecting agricultural land and the servicing of residences that are further from the Brookton townsite.

Council's Local Planning Strategy does not support the creation of additional lots proposed as homestead lots, in rural areas. Council's has a long standing planning position of resisting the

subdivision of 'Rural' zoned land in rural areas in the Shire of Brookton because 'rural lifestyles' surrounded by broad acre farming operations is considered incompatible with the planning intent of the Rural zone.

Council's Local Planning Strategy supports new subdivisions, creating additional lots, to be within or adjoining the Brookton townsite. Such properties are nearer to the services of Brookton and the water and electrical services that residences require.

Sale to another party would almost certainly result in property being used for a lifestyle/residential purpose. The location of such a use in a commercial agricultural area would over time likely result in conflict between the two uses.

Background:

Lot 50 Corberding Road is 2.62 hectares of freehold land on Corberding Road.

This land has been fenced into the adjoining property and farmed by the owner for a considerable period.



The Shire administration discussed the property with Mr Ashley Hobbs, the owner of the surrounding property and encouraged him to make an offer to purchase the property.

Mr Hobbs has valued the property at \$27,277. This valuation represents an approximately \$10,000 per hectare. In making his offer Mr Hobbs has subtracted from his value of the property:

- \$1,277 for the Shire of Brookton's non-compensation for the resumption of 1,277m² of Mr Hobbs Property during the realignment of Corberding Rd / Roses Rd in 2009.

It is believed that when the Shire completed works on Corberding Road in about 2009, to improve road safety on the identified curve, land was resumed about 2,500m² on the inside of the curve from the two property owners. The Shire doesn't appear to have records of this resumption, but staff do not dispute Mr Hobbs claim that compensation was not paid.

- Surveyor's fee \$2,500. If Lot 50 Corberding Road was to be surveyed for sale to someone else, an exact location would be required.
- ½ cost of fencing \$3,500. If Lot 50 Corberding Road was to be fenced for sale to someone else it would cost approximately \$7,000. Being a boundary fence the cost would be shared, hence \$3,500

In preparing a valuation for Lot 50 Corberding Road, comparative valuations of similar sized lifestyle properties were used. Mr Hobbs valuation reflects a broad acre agriculture value for the land.

It is highly likely that if the Council was to sell to another party, a sale price of the valuation of \$75,000 could be achieved. This will more than recover survey and fencing costs. Mr Hobbs will also incur \$3,500 of boundary fencing cost in this event. The valuation prepared by APV valuers in May 2024 is included at Attachment 12.12.24.01B.

Consultation:

Council completed local public notice required for the proposal to dispose of an asset by means other than tender or auction. Council advertised the proposal:

- On the Shire of Brookton website;
- In the Brookton Telegraph on several occasions;
- On the Shire of Brookton Facebook page; and
- On the Shire of Brookton notice board at the Shire Administration and Brookton CRC.

Statutory Environment:

If Council chooses to sell property by a means other than public auction or public tender, under Section 3.58 of the Local Government Act requires a specific process to be followed that includes advertising and an opportunity for public comment.

Local Government Act 1995,

3.58. Disposing of property

- (1) In this section —
dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not;
property includes the whole or any part of the interest of a local government in property, but does not include money.
- (2) Except as stated in this section, a local government can only dispose of property to —
 - (a) the highest bidder at public auction; or
 - (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.
- (3) A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —
 - (a) it gives local public notice of the proposed disposition —
 - (i) describing the property concerned; and
 - (ii) giving details of the proposed disposition; and
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and
 - (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the

reasons for it are recorded in the minutes of the meeting at which the decision was made.

- (4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —
- (a) the names of all other parties concerned; and
 - (b) the consideration to be received by the local government for the disposition; and
 - (c) the market value of the disposition —
 - (i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or
 - (ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.

Relevant Plans and Policy:

There are no other plans or policy directly relevant to the sale of Lot 50 Corberding Road.

Financial Implications:

Lot 50 Corberding Road is an asset of Council that has no practical purpose to the Shire of Brookton. The sale of the property will liquify the asset for investment into the priorities of the Council.

Should Council not dispose of lot 50 Corberding Road, Council will need to move to comply with the Shire's firebreak order and provide fencing and access to the property. This will incur survey costs in establishing the property boundary, costs of fencing and gate for the property and works costs in establishing fire breaks and installing a crossover.

Risk Assessment:

The holding of lot 50 Corberding Road may result in Moderate consequences relating to compliance and financial risks, with Possible likelihood.

Consequence	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

The retention of Lot 50 Corberding Road does meet any community or strategic Council objectives.

Comment: Nil

OFFICER'S RECOMMENDATION

That Council:

1. considers the submissions on the Proposal to Dispose of Lot 50 Corberding Road included at Attachment 12.12.24.01A;
2. accepts Mr Ashley Graeme Hobbs and Lucille Mary Hobbs' offer for the purchase of Lot 50 Corberding Road of \$20,000; and
3. notes that the while it is possible for Council to sell Lot 50 Corberding Road for a rural lifestyle purpose, in disposing of Lot 50 Corberding Road to Mr and Mrs Hobbs, Council is looking to retain the current commercial rural agricultural use of the property and the offer by Mr and Mrs Hobbs is in keeping with the value of land for rural agricultural purposes.

(Simple majority vote required)

OCM 12.24-03

COUNCIL RESOLUTION

MOVED Cr de Lange SECONDED Cr McCabe

That Council:

1. ***considers the submissions on the Proposal to Dispose of Lot 50 Corberding Road included at Attachment 12.12.24.01A;***
2. ***accepts Mr Ashley Graeme Hobbs and Lucille Mary Hobbs' offer for the purchase of Lot 50 Corberding Road of \$20,000; and***
3. ***notes that the while it is possible for Council to sell Lot 50 Corberding Road for a rural lifestyle purpose, in disposing of Lot 50 Corberding Road to Mr and Mrs Hobbs, Council is looking to retain the current commercial rural agricultural use of the property and the offer by Mr and Mrs Hobbs is in keeping with the value of land for rural agricultural purposes.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil

Attachments

Attachment 12.12.24.01A - Submission on Proposal to Dispose of Lot 50 Corberding Road.
Attachment 12.12.24.01B - Valuation of Lot 50 Corberding Road.

MG Macnab

Brookton WA 6306

13th November 2024

The CEO and Councillors
White St
Brookton WA 6306
Email: mail@brookton.wa.gov.au

Dear CEO and Councillors

Re: Sale of Rural Land Lot 50 Corberding Road, Brookton - Disposal

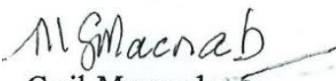
It is of concern the approach that has been taken by council re the sale of the above land. It would be convenient and easy to sell to the Hobb's for \$25k, but not professional. The council needs to sell for market rate – has it been advertised on the open market? There could be another local keen to set up or maybe we could welcome some newcomers from out of town. Council needs to be transparent on all matters to give everyone fair and equitable chance of purchase.

We are short on land as has been said publicly so there is a good chance of selling for top dollar which would also give funds for other much needed developments.

I urge you from a rate payer prospective to advertise on the open market - give everyone a chance of purchase and sell to the highest bidder. If just sold to Hobb's for \$25k, they could farm for a few years then sell off as a separate title and make the money that council could make now. Also if purchased they will have the ability to put with all other titles and reduce their overall rates annually.

Please consider my suggestive, and be transparent as council should be.

Kind Regards



Gail Macnab

Email: [REDACTED]

Mob: [REDACTED]

To The Shire of Brookton & C.E.O.,

I am writing in regards to your proposed sale of rural land at lot 50 Corberding Road. You say it has been valued at \$75,000 but you have decided to sell it for \$20,000.

In my opinion:

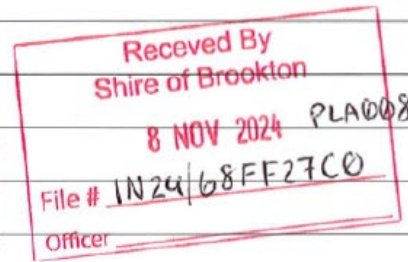
- 1- \$75,000 is under valued.
- 2- If it has been valued at \$75,000 it should be sold for \$75,000
- 3- Ratepayers/business owners in The Shire of Brookton have been asking for years for more land for housing - Why is The Shire of Brookton not subdividing and releasing more residential land?

Kind Regards

Sharon Williams

[REDACTED]

Brookton. J





Valuation of Land Asset

Lot 50 Corberding Road,
Brookton WA 6306

For and on behalf of

Shire of Brookton

Revaluation of Non-Current
Assets in accordance with
Australian Accounting Standards



Date of Valuation: 30 June 2024
Reference: 13150 Report: 1 May 2024

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Date:	Document Name	Reason for Issue	Prepared by:	Checked and Approved by:
2 May 2024	Desktop Valuation	Final Valuation	Patrick Pollard	Michelle Cross
Version	V1.03 (10.06.2019)			

Introduction

This desktop valuation was completed by APV Valuers & Asset Management under instruction from Shire of Brookton. We have no financial interest (past, present or prospective) in the assets covered in this document and this valuation is free of any bias.

The valuation was undertaken on the following basis:

Asset class	Basis of valuation	Effective date of valuation
Land	Fair Value	30 June 2024

Assets Not Included within the Valuation Scope

There are a number of asset classes which are not included within this financial reporting valuation. These are as follows:

- Building Assets
- Other Structures
- Mobile Plant Assets
- Chattels, Furniture and Contents Assets
- Portable and attractive assets
- Landscaping (soft)

The valuation is 'land only' and excludes all improvements to the site.

Instructions

In accordance with the instructions issued by the Shire of Brookton we have completed a desktop valuation of the property situated at Lot 50 Corberding Road, Brookton WA 6306 to carry out a revaluation for financial reporting purposes in accordance with the Australian Accounting Standards.

These included (where appropriate) –

- AASB13 Fair Value Measurement
- AASB 116 Property Plant and Equipment
- AASB 5 Assets Held for Sale
- AASB 140 Investment Properties
- AASB 117 Leases
- AASB 136 Impairment

The land is owned by the Shire of Brookton. This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). Liability for losses arising from such subsequent changes in value is excluded as is liability where the valuation is relied upon after the date of the valuation.

This assessment is solely for the use of the Shire of Brookton City Council and cannot be relied on by any other party for any purpose whatsoever without our express written permission. No responsibility whatsoever will be accepted for photocopied signatures.

Definitions

In accordance with AASB13 Fair Value Measurement the following definition has been applied for Fair Value.

The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.

Fair value is a market-based measurement, not an entity-specific measurement. For some assets and liabilities, observable market transactions or market information might be available. For other assets and liabilities, observable market transactions and market information might not be available. However, the objective of a fair value measurement in both cases is the same – to estimate the price at which an orderly transaction to sell the asset or to transfer the liability would take place between market participants at the measurement date under current market conditions (i.e. an exit price at the measurement date from the perspective of a market participant that holds the asset or owes the liability).

Goods & Services Tax (GST) – all valuations delivered unless otherwise stated are GST exclusive.

Special Factors

The valuers declare that they are Certified in Western Australia in accordance with the appropriate legislation and have no pecuniary interest past, present or prospective in the subject assets and this valuation is free of any bias.

In relation to land, our valuation reflects specific considerations for the following:

Contaminated Sites – Sites within this valuation are or may be potentially contaminated by activities carried out on these sites by council. As these valuations are to represent the current replacement cost of the land the council would need to acquire “non-contaminated” land and as such any instances or possibilities of contamination have been disregarded within this valuation. For the subject property, any contamination issues would be accounted for and remediated in future capping, closure and remediation works on the site that would be recognised as a separate asset.

Certificate of Value

LOCATION: Lot 50 Corberding Road,

Brookton WA 6306

ASSET DESCRIPTION: Land Asset

DATE OF VALUATION: 30 June 2024

DESKTOP VALUATION:

After analysing the characteristics of the property, the surrounding development, and the available sales evidence it has been determined that highest and best use for the subject properties is as its current zoned use. To assess the market value, it has been determined that the direct comparison approach to valuation is the most appropriate method and has been adopted for the valuation analysis.

On the basis of the available evidence, it is our opinion that the Open Market Value of the subject properties is as follows:

Lot 50 on Plan D011802, Brookton

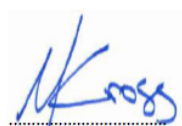
Seventy-Five Thousand Dollars **\$75,000**

The above valuation assessment excludes GST

Should you have any questions or if we can be of any further assistance, please do not hesitate to contact us.

Signed for and on behalf of APV Valuers & Asset Management

10/05/2024



Michelle Cross
B. App Sci (Property Ecc.)
Registered Valuer No. 44694

Valuation Methodology

The valuation has been completed based on Fair Value in accordance with AASB13.

Valuation techniques used to derive fair values

Land Assets

Except in the circumstance of any assets being held for sale (valued in accordance with AASB 5 Assets Held for Sale) or in accordance with specific accounting standards (such as Investment Properties) the land parcel is valued in accordance with AASB116 Property Plant and Equipment at Fair Value.

Valuation Approaches to Land Valuations

Direct comparison to sales approach (this approach has been adopted in this valuation)

The direct comparison to sales approach is the preferred and most commonly used approach in land valuations. In this approach to value, the property is compared to recently sold properties which are of a similar type. This comparison is adjusted to take into consideration the characteristics of the land, such as size, zoning, topography, configuration etc. This approach can be used with both market and cost approaches.

Valuation Details

General

The land parcel is located in Western Australia's central Wheatbelt region, approximately 138km south-east of Perth City. The Wheatbelt region is predominantly a farming community, with cereal cropping and sheep its main industries.

Description of Land

The parcel comprises a regular shaped internal allotment. The site is accessible via Corberding road, and the land area is 2.62 Hectares.

Real Property Description

Lot 50//D011802

Title, Easement and Encroachments

A formal search of the Certificate of Title has not been made for each of the properties. The property does not appear to be encumbered by any easements, caveats or other impediments. Should a formal search of the Certificate of Title reveal any easements or similar detriments the valuer reserves the right to amend this valuation.

With regard to encroachments, none were apparent upon undertaking this valuation. However, a surveyor's certificate would be required to determine the existence or otherwise of any encroachments on or by the subject properties.

Town Planning

Under the provisions of the "Brookton Local Planning Scheme No.4" the subject property has the following area classification.

Lot 50 on Plan D011802, Brookton "Rural"

Permitted Use

The current use is considered an accepted use under the current planning guidelines.

Statutory Unimproved Value

There are no unimproved valuation records available for the subject properties

Cadastral Map



Aerial Map



Sales Evidence

Sales of several rural properties in the surrounding areas were utilised in our valuation analysis. The following sales are considered to be the most relevant and our comments on each are as follows:

Address	Sale Date	Sale Price	Area	\$ / Sqm
L154 McDonald Rd, Woodanilling	9/12/2023	\$105,000	2.42 Ha	\$4.32
Comments: Rectangular shaped parcel, cleared land				
Comparison to Subject: Comparable sized parcel and utility. Superior on a rate per square metre basis.				
L18 Knight Rd, Wandering	09/09/2019	\$170,000	4.14 Ha	\$4.10
Comments: Rectangular shaped parcel, moderately timbered with cleared section to the north.				
Comparison to Subject: Slightly larger allotment with superior utility. Superior on a rate per square metre basis.				
875 Talbot Rd, Talbot	11/02/2024	\$232,000	23.5 Ha	\$0.99
Comments: Irregular parcel divided by road; title stretches over therefore is divided.				
Comparison to Subject: Inferior property although has similar land characteristics to subject property just a lot larger.				
117 Alexandra St, Popanyinning	15/03/2024	\$60,000	6.9 Ha	\$0.87
Comments: Irregular shaped parcel, uncleared land.				
Comparison to Subject: Slightly larger parcel to subject property, inferior land characteristics and location				

The above sales evidence indicates a range of \$0.87– \$4.32 per hectare. We have adopted \$2.86 per square metre, which equates to \$75,000. For this valuation a figure of \$75,000 has been adopted.

Valuation Processes

General

APV has undertaken the financial reporting valuation of the land in accordance with the Australian Accounting Standards. The valuation reporting has relied upon information provided by Shire of Corrigin Council.

As this is a desktop valuation no physical inspection of the asset was undertaken.

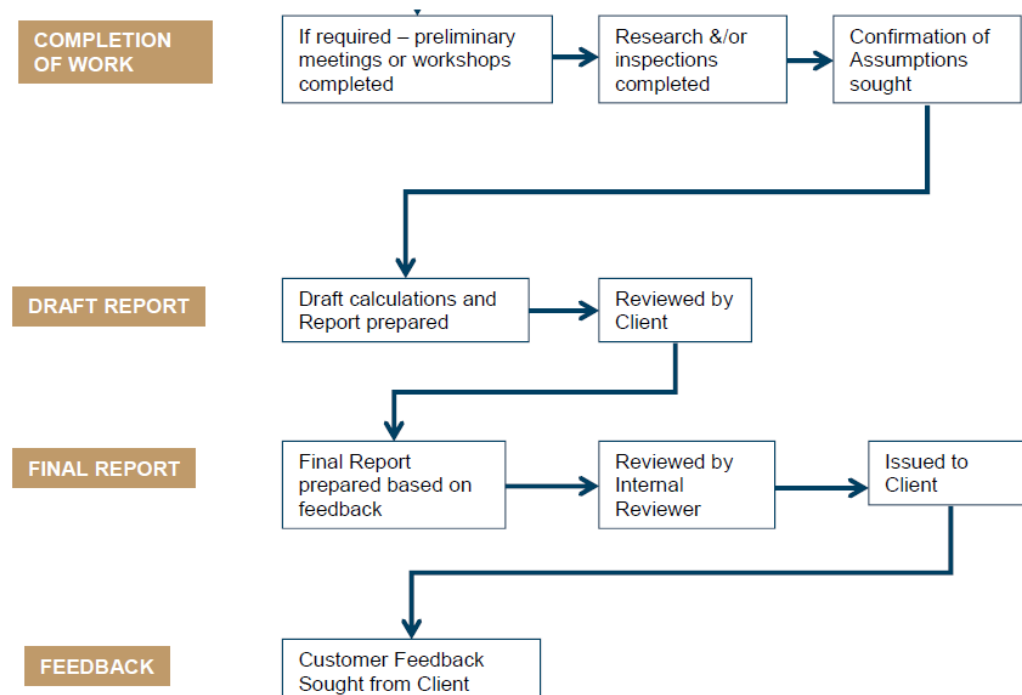
Project Staff

The following table sets out the officers used to undertake the valuation along with details of their experience and qualification.

PERSONNEL	QUALIFICATIONS	ROLE & EXPERIENCE
MANAGEMENT		
Mr David Edgerton Director Methodology	Asset Accounting, Asset Management & Methodology. Bachelor of Commerce Fellow CPA Australia Member – IPWEA CPA Australia’s Representative – AAMCoG	Experience: AASB: Member of Special Project team for Fair Value in the Public Sector and AASB Consultant Author: CPA Australia’s “Guide to public sector physical asset valuation and depreciation under accrual based accounting standards” Contributing Author – IPWEA NAMS Australian Financial Management Guidelines Author – CPA Australia’s national Asset Accounting and Asset Management in the Public Sector program. Over 20 years with Qld Audit Office including Manager of Local Government and Contract Auditors Section
Mrs Michelle Cross General Manager Project Manager Registered Valuer	Registered Valuer: Qld 3428 WA 44694 Bachelor of Applied Science (Property Economics)	Valuer– Over 10+ years experience in carrying out Local Government and Public Body valuations.

Quality Management

Quality management processes involved taking a number of steps to ensure asset information was accurate and complete, and that provided information could be relied upon with confidence. The process followed by APV incorporated the following steps.



APV liaised with Shire of Brookton to confirm that the above provided documents were accurate to the best of their knowledge. Based on that confirmation, APV has undertaken a number of processes to validate the accuracy of information of each of the documents.

Sources of Data

Exit price for land

This was sourced from actual sales evidence of reference land and property sales obtained directly from PDSLIVE. This system was also used to undertake property searches to validate location, land area and tenure where available. In instances where the market evidence was limited or we became aware of sales that were yet to be processed via PDSLIVE additional enquiries were made with local real estate agents and the entity.

As per AASB13 allowance was then made to adjust for condition and comparability. To assist in this process, we also use NearMaps to research any changes in the site or surrounding environment over the past few years.

Conditions and Limitations

- **The warranty of the valuation fully complying with the accounting standards** is limited to the quality and extent of information supplied by the entity as requested in the proposal. This may include information such as the existence of assets, location, condition, potential obsolescence and confirmation of relevant assumptions relied upon by APV for the purposes of completing the valuation.
- **The valuation was prepared on the basis that full disclosure** of all information and facts which may affect the valuation was made to us by all parties. We cannot accept any liability or responsibility whatsoever for the valuation unless full disclosure has been made.
- In accordance with our standard practice, the **valuation will be solely used by the party to whom it is addressed**. Reliance on it by a third party (other than for external audit purposes) cannot be regarded as reasonable, and no responsibility to any third party is or will be accepted for the whole or any part of its contents. No responsibility whatsoever will be accepted for photocopies of the whole or any part of the valuation or for photocopied signatures.
- Other than for the purposes of financial statement disclosure, neither the whole nor any part of the valuation nor any reference thereto may be included in any document, circular or statement without our written approval of the form and context in which it will appear.
- **Physical inspections were not undertaken**. As a consequence, the following were excluded from the assessment (unless specifically detailed in the scope of works):
 - soil analysis or geological studies
 - testing for substances such as asbestos, chemical or toxic wastes, or other potentially hazardous materials which could adversely affect the value of the asset. The value as assessed by us is on the assumption that there is no material within the property that would cause a loss in value. No responsibility is accepted or assumed with regard to the existence or otherwise of any such conditions, and the recipient of this report is advised that the valuers are not qualified to detect such substances. We would require separate instructions together with appropriate engineering advice to enable us to identify the existence and extent of such substances, quantify the impact on values or estimate the remedial cost.
- **Market Movement**: This valuation is current at the date of valuation only. The value assessed herein may change significantly and unexpectedly over a relatively short period of time (including as a result of general market movements or factors specific to the particular property). Liability for losses arising from such subsequent changes in value is excluded as is liability where the valuation is relied upon after the date of the valuation.

12.12.24.02 REQUEST FOR 3 DOGS – LOT 418 (HN.U1/30)CUMMING STREET, BROOKTON

File No:	A706
Date of Meeting:	19 December 2024
Location/Address:	U1/30 Cumming Street Brookton
Name of Applicant:	Ms Sharon Williams
Name of Owner:	Shire of Brookton
Author/s:	Jennie Mason – Governance Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The authors do not have an interest in this matter
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Item:

Council is to consider an application received by Ms Sharon Williams of Unit 1, 30 Cumming Street Brookton to keep 3 dogs at the premises.

Description of Proposal:

Ms Williams' application seeks approval for the keeping at U1/30 Cumming Street of three dogs, one male Chihuahua and 2 female Chihuahuas. The application is included at Attachment 12.12.24.02A.

The details of Ms Williams's dogs are:

Name	Male/ Female	Breed	Age Years	Registration	Microchip #
Bella	Female	Chihuahua	4 yrs	2500029	953010005553075
Elijah	Male	Chihuahua	4 yrs	2500030	953010005553031
Ruby	Female	Chihuahua	2 yrs	2500031	953010005530584

Council's contract Ranger completed an inspection of Ms Williams's property on 3 December 2024. The Ranger did not identify any containment concerns. The Ranger's report is included at Attachment 12.12.24.02B.

Background:

The Shire of Brookton's Dogs Local Law section 3.2 limits the number of dogs permitted to be kept within a town site to 2 dogs over the age of 3 months and the young of those dogs under that age.

Under Section 26 (3) of the Dog Act 1976 a local government may grant an exemption subject to any conditions it may choose to apply (but cannot authorise the keeping of more than 6 dogs that have reached the age of 3 months unless under a kennel licence.)

Consultation:

There has been consultation between Council's contract Ranger and neighbouring resident's properties.

The Shire invited comments on this application from neighbours for 14 days. Two comments were provided to the Shire. These are included in Attachment 12.12.24.02C. The Shire has not had any previous complaints about Ms Williams' dogs.

Statutory Environment:

Dog Act 1976

26. Limitation as to numbers

- (3) Where by a local law under this Act a local government has placed a limit on the keeping of dogs in any specified area but the local government is satisfied in relation to any particular premises that the provisions of this Act relating to approved kennel establishments need not be applied in the circumstances, the local government may grant an exemption in respect of those premises but any such exemption —
- (a) may be made subject to conditions, including a condition that it applies only to the dogs specified in the exemption; and
 - (b) cannot authorise the keeping in or at those premises of —
 - (i) more than 6 dogs that have reached 3 months of age; or
 - (ii) a dog under that age unless it is a pup of a dog whose keeping is authorised by the exemption; and
 - (c) may be revoked or varied at any time.

Shire of Brookton Dog Local Law 2001 (Consolidated)

3.2 Limitation on the number of dogs

- (1) This clause does not apply to premises which have been—
- (a) licensed under Part 4 as an approved kennel establishment; or
 - (b) granted an exemption under section 26(3) of the Act.
- (2) Other than in an area zoned 'Farmland' under the town planning scheme, the limit on the number of dogs which may be kept on any premises is, for the purpose of section 26(4) of the Act, 2 dogs over the age of 3 months and the young of those dogs under that age.

Relevant Plans and Policy:

There are no plans or policies applicable to this matter.

Financial Implications:

Adoption of the Officer's Recommendation will increase dog registration income. This increase is insignificant against the cost of enforcement actions under the Dog Act.

Risk Assessment:

The risk in relation to this request and based on the investigation undertaken by the Shire's Contract Ranger is deemed 'Medium'.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

This matter relates to a statutory approval proposal under the Dog Act, 1976 and has no direct strategic or community objective.

Comment: Nil

OFFICER'S RECOMMENDATION

That Council, pursuant to section 26(3) of the Dog Act 1976, grant permission for three dogs, including:

No.	Name	Male/Female	Breed	Microchip #
2500029	Bella	Female	Chihuahua	953010005553075
2500030	Elijah	Male	Chihuahua	953010005553031
2500031	Ruby	Female	Chihuahua	953010005530584

to be kept at U1/30 Cumming Street Brookton conditional upon:

1. the owner maintaining full registration (inclusive of microchipping and vaccination) of all three dogs; and
2. the dogs being consistently restrained in an enclosed yard, as required by the legislation; and
3. this approval only extending to the specific dogs approved by Council and does not permit any new dogs.

(Simple majority vote required)

Cr Bell left the Meeting at 6.25pm.

Cr Bell returned to the Meeting at 6.28pm.

COUNCIL RESOLUTION**MOVED Cr McCabe SECONDED Cr Copping**

That Council, pursuant to section 26(3) of the Dog Act 1976, grant permission for three dogs, including:

<i>No.</i>	<i>Name</i>	<i>Male/Female</i>	<i>Breed</i>	<i>Microchip #</i>
<i>2500029</i>	<i>Bella</i>	<i>Female</i>	<i>Chihuahua</i>	<i>953010005553075</i>
<i>2500030</i>	<i>Elijah</i>	<i>Male</i>	<i>Chihuahua</i>	<i>953010005553031</i>
<i>2500031</i>	<i>Ruby</i>	<i>Female</i>	<i>Chihuahua</i>	<i>953010005530584</i>

to be kept at U1/30 Cumming Street Brookton conditional upon:

- 1. the owner maintaining full registration (inclusive of microchipping and vaccination) of all three dogs; and*
- 2. the dogs being consistently restrained in an enclosed yard, as required by the legislation; and*
- 3. this approval only extending to the specific dogs approved by Council and does not permit any new dogs.*

CARRIED BY SIMPLE MAJORITY VOTE 6/1

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr McCabe, Cr Wallis
Against: Cr Hayden

Attachments

Attachment 12.12.24.02A – Application Form – Ms Sharon Williams

Attachment 12.12.24.02B – Ranger House/Property Inspection Report

Attachment 12.12.24.02C – Comments from Neighbouring Properties



APPLICATION TO KEEP MORE THAN 2 DOGS OVER THE AGE OF 3 MONTHS

Dog Act 1976

OWNER'S DETAILS	
FULL NAME:	SHARON ELAINE WILLIAMS
RESIDENTIAL ADDRESS:	1/30 CUMMING ST BROOKTON
MOBILE:	[REDACTED]
EMAIL:	[REDACTED]
ADDRESS OF PREMISES AT WHICH DOGS ARE TO BE KEPT (if different from above):	

DETAILS OF ADDITIONAL DOGS PROPOSED TO BE KEPT AT THE PREMISES							
Dog	Breed (including mixed)	Gender M / F	Sterilised Y / N	Colour	Age At the date of this application	Microchip Number	Dog's Name
1	CHIHUAHUA	F	N	black TAN + WHITE	4 years 10 months	95301000555- 3075	Bella
2	CHIHUAHUA	M	N	black + WHITE	4 years 5 months	95301000555- 3031	Elijah
3	CHIHUAHUA	F	N	ginger + white	2 years 10 months	95301000555- 0584	Ruby
4							

Notes

- Under the Shire of Brookton Local Law 2001, 1 or 2 registered dogs over the age of 3 months, and any pups of that dog or those dogs under the age of 3 months, may be kept at any premises.
- Pups under the age of 3 months that are the offspring of a dog covered by exemption may be kept until they reach the age of 3 months.
- All adult dogs kept at the premises must be microchipped and registered with the Shire of Brookton.

DECLARATION	
I declare that the premises listed above are suitable for the number of dogs proposed to be kept there, that an adequate fence is in place to confine the dogs to the property, and that I will make all reasonable endeavours to ensure that the dogs do not cause a nuisance.	
SIGNATURE OWNER	DATE: 12/11/24

G:\Wester Documents\FORMS\Dog\2024 - Application to Keep More Than 2 Dogs.doc

MULTIPLE DOG PROPERTY INSPECTION	
Section A:	
Due Date for Compliance:	N/A
Date/ Time of Inspection:	Date: 03/12/2024 Time: 11:30am
Allowed Access to Property:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, why?
Rangers Completing Inspection:	Keith Squibb – WA Contract Ranger Services

Section B: Owner Details	
Registered Owner Name:	Ms Sharon Williams
Address of Inspection:	U1/30 Cumming Street Brookton
Telephone Number:	

Section C: Details of Dog/s	
Dog Name:	Bella
Breed / Colour:	Chihuahua Tan/White
Sex:	Female
Dog Registered:	Yes <input checked="" type="checkbox"/> 31/10/2025 No <input type="checkbox"/>
Council Registered:	Shire of Brookton
Dog Sterilised:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Microchip #:	95301005553075
Council Tag #:	2500029

Section C: Details of Dog/s	
Dog Name:	Elijah
Breed / Colour:	Chihuahua Black/White
Sex:	Male
Dog Registered:	Yes <input checked="" type="checkbox"/> 31/10/2025 No <input type="checkbox"/>
Council Registered:	Shire of Brookton
Dog Sterilised:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Microchip #:	953010005553031
Council Tag #:	2500030

Section C: Details of Dog/s	
Dog Name:	Ruby
Breed / Colour:	Chihuahua
Sex:	Female
Dog Registered:	Yes <input checked="" type="checkbox"/> 31/10/2025 No <input type="checkbox"/>
Council Registered:	Shire of Brookton
Dog Sterilised:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Microchip #:	953010005530584
Council Tag #:	2500031

Section E: Fencing Inspection		
Gates		Notes
Self-Locking Gates:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Self-Closing Gates:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Secure/ Sturdy Gates:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Gate Heights:	RHS - 1.8 (Metres) LHS - 1.8 (Metres)	
Gates – Passed/ Failed	Passed <input checked="" type="checkbox"/> Failed <input type="checkbox"/>	
Fences		
Rear height:	1800mm	
LHS Height:	1800mm	
RHS Height:	1800mm	
Front height:	1800mm	
Dog Adequately Confined:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Fences Passed/ Failed	Passed <input checked="" type="checkbox"/> Failed <input type="checkbox"/>	


Section F: House/ Yard Details		
Back Yard:	Large <input type="checkbox"/> Medium <input type="checkbox"/> Small <input checked="" type="checkbox"/> Photo's attached	
Dog Contained to Yard/ House:	Yard <input type="checkbox"/> House <input checked="" type="checkbox"/>	
Unit/ Apartment:	Unit <input checked="" type="checkbox"/> Apartment <input type="checkbox"/>	
Containment Problems:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
Detail Problems:	Whilst the yard is small, so are the dogs and it is of adequate size given the breed. There is also strong evidence to back up the fact that they are inside dogs.	
Section G: Ranger Actions		
		Attached
Dog Registration Confirmed:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Updated details with Microchip Company:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
Photograph of Dog:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

Photographs of Fences/ Gates:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Application Fee Paid (If applicable)	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	<i>Paid to the Shire</i> Receipt No – 47340

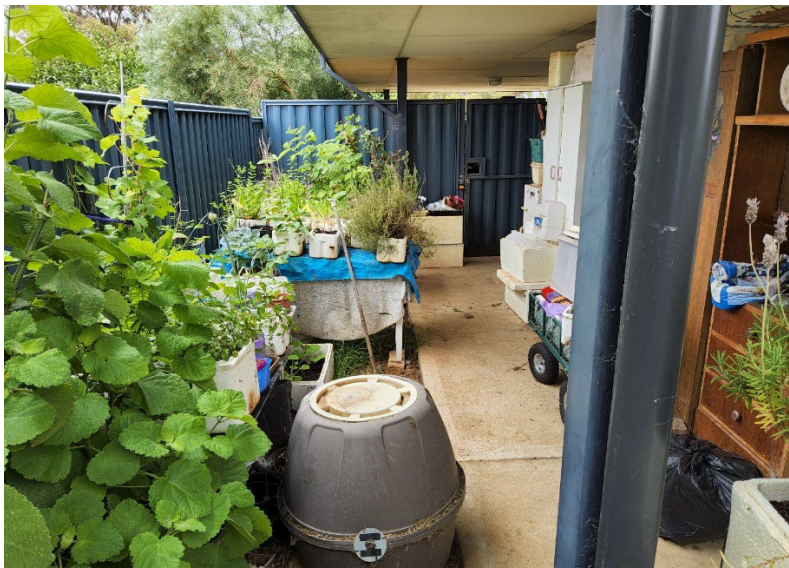
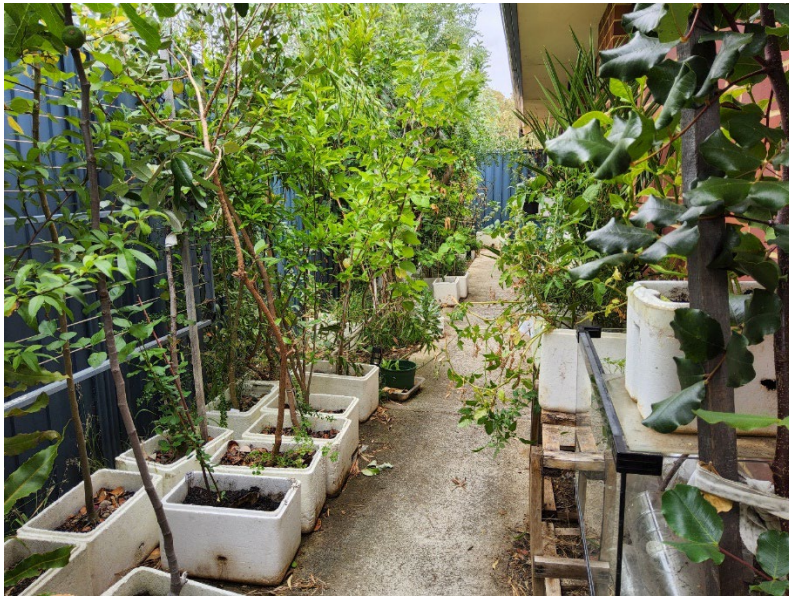
Section H: Inspection Outcome/ Follow Up

Inspection Passed/ Failed:	Pass <input checked="" type="checkbox"/> Fail <input type="checkbox"/>
Follow up Inspection required:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Follow-up Inspection required for:	Fences <input type="checkbox"/> Gates <input type="checkbox"/> Collar <input type="checkbox"/> Muzzle <input type="checkbox"/> Signs <input type="checkbox"/> Refused Access <input type="checkbox"/> Other <input type="checkbox"/> (Detail Other) –
Date of Follow-up Inspection:	N/A

Section J: Inspecting Ranger Sign Off

Attending Ranger 1:	<i>Keith Squibb</i>
Signed:	
Ranger Recommendations:	
Date:	30 October 2024





COMMENT 1

Brookton Shire Council,
14 White Street
Brookton

Dear Gary,

In response to your letter with a request to keep more than 3 dogs at 1/30 Cumming Street, we are strongly opposed to the application, if the dog were sterilized, we would not have a concern.

It is our belief that she breeds the dogs and sells the puppies so she should be applying for a kennel licence not an application to keep 3 dogs.

I urge Shire to investigate this matter more carefully before granting permission.

Jenny & Doug [REDACTED]

COMMENT 2

The shire of Brookton

Re approval to housing of three dogs at 30 Cumming Street Brookton.

To whom it may concern.

We, Nina [REDACTED], Leslie [REDACTED] and Reginald [REDACTED] home owners, would like to respond to the application for housing three dogs at 30 Cumming St Brookton.

Our concerns are:

Is there enough area in the complex for the housing of 3 dogs?

If either of these dogs were to move could they be replaced with larger dogs.

We note that the females are not sterilized, could this create a problem?

Would this be for this occupancy only or would it be a change to the local laws.?

Thank you for considering our concerns.

Nina, Les and Reg [REDACTED]

12.12.24.03 PROPOSED SUBDIVISION – LOT 5822 (NO. 16) LUPTONS ROAD, JELCOBINE

File No:	REL016
Date of Meeting:	19 December 2024
Location/Address:	Lot 5822 (No.16) Luptons Road, Jelcobine
Name of Applicant:	Harley Dykstra
Name of Owner:	Kim Riches Pty Ltd
Author/s:	Gary Sherry - Chief Executive Officer
Authorising Officer:	Gary Sherry - Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Item:

A subdivision application, on Lot 5822 Luptons Road, to create a homestead lot and a balance rural lot, is not supported. The subdivision application is inconsistent with the local planning framework and would result in unplanned, ad-hoc fragmentation of rural land and set an undesirable precedent.

Description of Proposal:

The proposal is to create two new titles:

- Lot A, the homestead lot, is 6.5717 hectares in area and contains an existing dwelling and outbuildings; and
- Lot 2, the balance lot, is 204.381 hectares and is proposed to be used for rural farming purposes.

Details provided by the applicant are provided in Attachment 12.12.24.03A.

Background:

The Western Australian Planning Commission (WAPC) has referred a subdivision application to the Shire for comment.

The application site is approximately 30 kilometres west of the Brookton townsite (see Attachment 12.12.24.03B).

The site is 210.3 hectares in area. The property is generally cleared and contains one existing dwelling and 3 Outbuildings.

The landowner, Kim Riches, does own adjoining titles.

Consultation:

The WAPC invites comments from the Shire, servicing agencies and relevant State Government departments on subdivision applications.

Statutory Environment:

Planning and Development Act 2005

Shire of Brookton Local Planning Scheme No. 4 (LPS4)

The property is partially located within the designated bushfire prone area.

In summary:

- The property is zoned 'Rural' in LPS4;
- The property is classified as 'General Agriculture' in the *Shire of Brookton Local Planning Strategy*;
- *State Planning Policy 2.5 Rural Planning* includes an objective to 'provide investment security for existing, expanded and future primary production and promote economic growth in regional development on rural land for rural land uses'; and
- The WAPC's *Development Control Policy 3.4 Subdivision of Rural Land* (Policy DC3.4) outlines the WAPC will consider rural subdivision for a limited range of exceptional circumstances. One of these exceptional circumstances is for homestead lots subject to meeting relevant criteria. As part of this, the WAPC is to have due regard to the provisions of a local planning scheme and a local planning strategy.

Further details are set out in Attachment 12.12.24.03C.

Relevant Plans and Policy:

Local Planning Policy 3.9 Developer Contributions for Road and Footpath Upgrading Relating to Subdivision of Land

The application is inconsistent with the Local Planning Strategy.

Financial Implications: Nil.

Risk Assessment:

There is potential that the applicant may request a review of the WAPC's decision to the State Administrative Tribunal. Under Council's risk framework, the Likelihood of this outcome is Possible and the Consequence of this outcome is assessed as Insignificant.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

Council's *Strategic Community Plan* vision is 'Brookton is a well-recognised business and agricultural hub, a flourishing stop-over destination and a celebrated place to live.'

Comment:

Based on Council's Local Planning Strategy, it is recommended that the Council advise the WAPC that the application be refused given:

- The application is inconsistent with the local planning framework (see Attachment 12.12.24.03C). Section 10.3 of the Local Planning Strategy does not support the creation of additional lots, proposed as homestead lots, in rural areas. In comparison, the Local Planning Strategy supports the creation of homestead lots when associated with a boundary realignment (where no additional lot is created);
- The unplanned breakdown of rural land is inconsistent with the local planning framework. It will create a precedent for creating similar proposals that will place pressure on agricultural production and the cost of acquiring rural land;
- It will fragment rural land which is inconsistent with Policy DC3.4;
- The Local Planning Strategy supports new subdivisions, creating additional lots, to be within or adjoining the Brookton townsite. The reasons include protecting agricultural land, maintaining and growing the local economy and service delivery considerations. This includes servicing new residents that are further from the Brookton townsite;
- It has the potential to introduce 'rural lifestylers' surrounded by farming operations. This is considered incompatible with the planning intent of the Rural zone and would result in ad-hoc fragmentation of agricultural land;
- Historically, homestead lots were considered on their merits in parts of Western Australia where the population was declining. This is not the case for the Shire of Brookton;
- There are a wide range of existing lot sizes in the Shire. Significantly, the Local Planning Strategy identifies generous areas for rural residential (1 – 4 hectares) and rural smallholding lots (4-40 hectares) that are close to the Brookton townsite; and
- The applicant did not raise or consider the Local Planning Strategy.

Subject to the Council's decision and the WAPC's determination of this application, there may be a future item to Council seeking to amend *Local Planning Scheme No. 4*. This would seek to provide statutory backing to reflect the endorsed Local Planning Strategy and only support homestead lot subdivisions where associated with a boundary realignment.

The Council can resolve to:

1. Recommend to the WAPC that the application be refused;
2. Support the subdivision application with no conditions; or
3. Support the subdivision application with conditions.

OFFICER'S RECOMMENDATION

That Council advise the Western Australian Planning Commission that it does not support the subdivision application of Lot 5822 (No. 16) Luptons Road, Brookton (WAPC 201109) for the following reasons:

1. The proposed subdivision is inconsistent with the Rural zoning of the land in the Shire of Brookton Local Planning Scheme No. 4. The purpose and intent of this zoning is to protect broad acre agricultural activities and to provide for the operation and development of existing future and potential rural land uses.
2. The proposed subdivision is contrary to the Shire of Brookton Local Planning Strategy which has a general presumption against the subdivision of land designated 'General Agriculture' to create additional lots. In particular, the application is inconsistent with section 10.3 which states 'not recommend subdivision approval to the WAPC for ... homestead lots (unless no additional lots are created) and 'The Council's strategy is to not support homestead lots, through the creation of additional titles, given the population of the municipality is growing and is expected to continue to grow in the Strategy period.' The application is inconsistent with the Strategy's objective to support rural land being retained for primary production. One proposed lot size is inconsistent with the settlement strategy which supports smaller lots close to the Brookton townsite in defined areas. Accordingly, the application represents the unplanned breakdown of rural landholdings.
3. The proposed subdivision is contrary to State Planning Policy 2.5 - Rural Planning including it creates the ad hoc fragmentation of rural land, it creates rural living lots within a productive agricultural area which raises service deliver considerations and it creates increased potential for land use conflict.
4. The proposed subdivision is contrary to Development Control Policy 3.4 - Subdivision of Rural Land where Lot A has limited scope for productive rural land use. Additionally, subdivision of the subject land in the manner proposed has not been identified in a Local Planning Scheme or an endorsed Local Planning Strategy for closer settlement in the manner proposed and therefore represents the unplanned breakdown of landholdings.
5. The application will result in ad-hoc fragmentation of rural land and the cumulative effect of the proposed development will adversely affect the character and amenity of the area.
6. The application does not comply with the planning intent for the zone or area and is inconsistent with orderly and proper planning for the area.
7. Approval to the subdivision would create an undesirable precedent for the further subdivision of other lots of a similar size in the Rural Zone in this locality and in the Shire of Brookton.
8. The application has failed to demonstrate that proposed Lot A is suitable and capable for viable agricultural production.

(Simple majority Vote required)

COUNCIL RESOLUTION

MOVED Cr McCabe

SECONDED Cr Wallis

That Council advise the Western Australian Planning Commission that it does not support the subdivision application of Lot 5822 (No. 16) Luptons Road, Brookton (WAPC 201109) for the following reasons:

- 1. The proposed subdivision is inconsistent with the Rural zoning of the land in the Shire of Brookton Local Planning Scheme No. 4. The purpose and intent of this zoning is to protect broad acre agricultural activities and to provide for the operation and development of existing future and potential rural land uses.***
- 2. The proposed subdivision is contrary to the Shire of Brookton Local Planning Strategy which has a general presumption against the subdivision of land designated 'General Agriculture' to create additional lots. In particular, the application is inconsistent with section 10.3 which states 'not recommend subdivision approval to the WAPC for ... homestead lots (unless no additional lots are created) and 'The Council's strategy is to not support homestead lots, through the creation of additional titles, given the population of the municipality is growing and is expected to continue to grow in the Strategy period.' The application is inconsistent with the Strategy's objective to support rural land being retained for primary production. One proposed lot size is inconsistent with the settlement strategy which supports smaller lots close to the Brookton townsite in defined areas. Accordingly, the application represents the unplanned breakdown of rural landholdings.***
- 3. The proposed subdivision is contrary to State Planning Policy 2.5 - Rural Planning including it creates the ad hoc fragmentation of rural land, it creates rural living lots within a productive agricultural area which raises service deliver considerations and it creates increased potential for land use conflict.***
- 4. The proposed subdivision is contrary to Development Control Policy 3.4 - Subdivision of Rural Land where Lot A has limited scope for productive rural land use. Additionally, subdivision of the subject land in the manner proposed has not been identified in a Local Planning Scheme or an endorsed Local Planning Strategy for closer settlement in the manner proposed and therefore represents the unplanned breakdown of landholdings.***
- 5. The application will result in ad-hoc fragmentation of rural land and the cumulative effect of the proposed development will adversely affect the character and amenity of the area.***
- 6. The application does not comply with the planning intent for the zone or area and is inconsistent with orderly and proper planning for the area.***

7. *Approval to the subdivision would create an undesirable precedent for the further subdivision of other lots of a similar size in the Rural Zone in this locality and in the Shire of Brookton.*
8. *The application has failed to demonstrate that proposed Lot A is suitable and capable for viable agricultural production.*

CARRIED BY SIMPLE MAJORITY VOTE 7/0

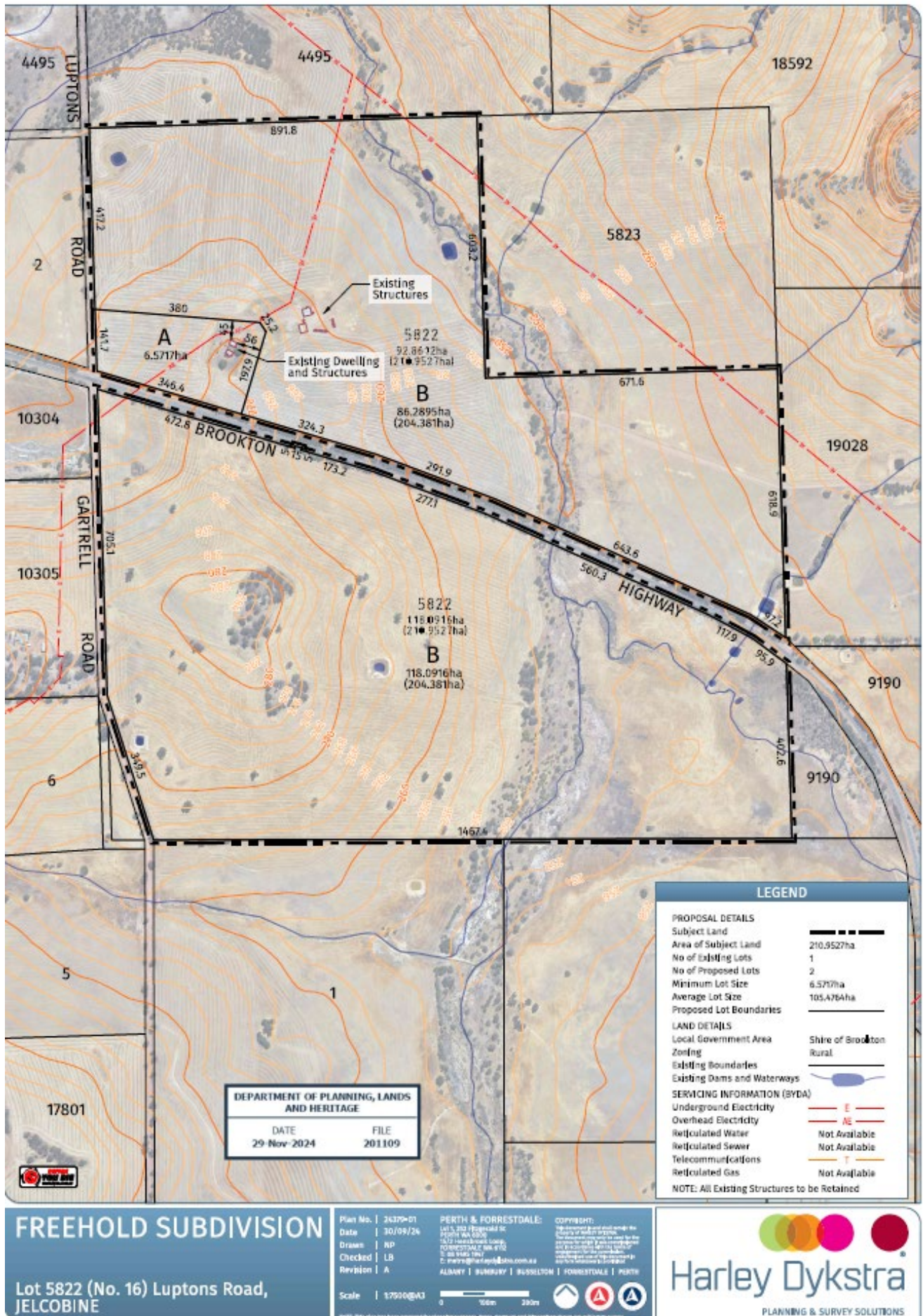
For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil

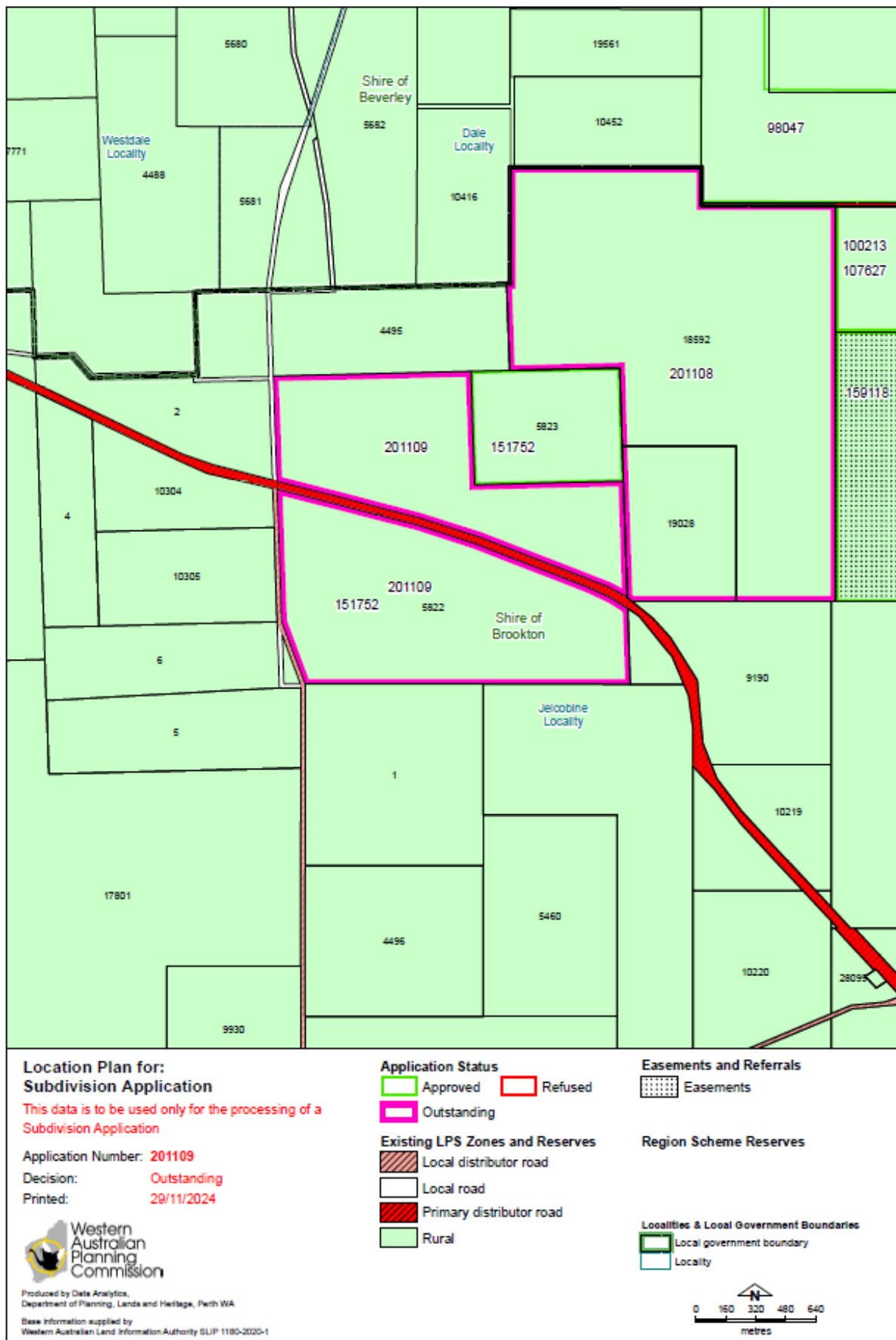
Attachments

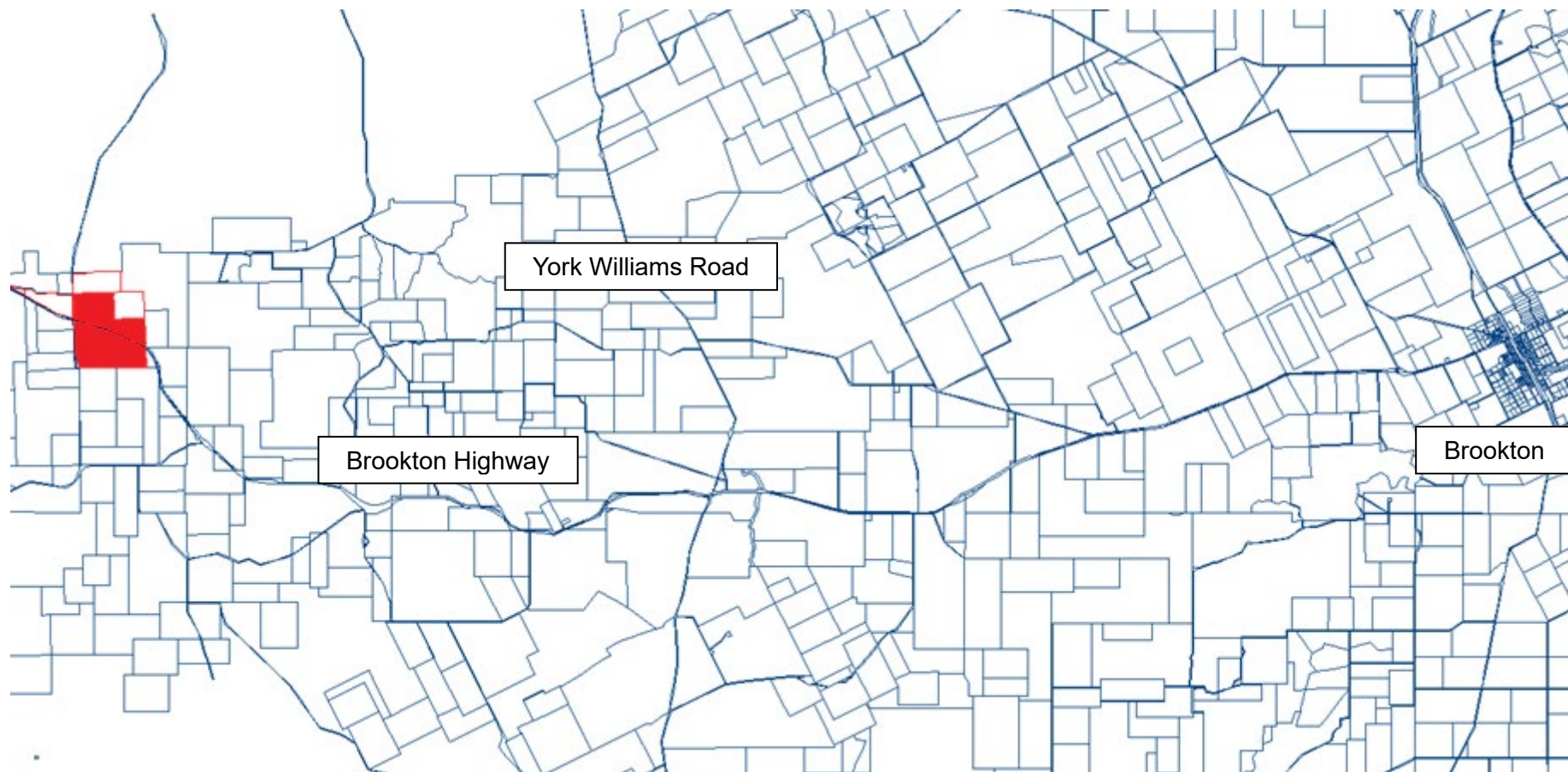
Attachment 12.12.24.03A – Subdivision plan

Attachment 12.12.24.03B – Location plan

Attachment 12.12.24.03C – Extract of Planning Framework







Extract of DC Policy 3.4 – Subdivision of Rural Land

Policy objectives

This operational policy guides the subdivision of rural land to achieve the key objectives of *State Planning Policy 2.5: Rural Planning*, which are to:

- (a) support existing, expanded and future primary production through the protection of rural land, particularly priority agricultural land and land required for animal premises and/or the production of food;
- (b) provide investment security for existing, expanded and future primary production, and promote economic growth and regional development on rural land for rural land uses;
- (c) outside of the Perth and Peel planning regions, secure significant basic raw material resources and provide for their extraction;
- (d) provide a planning framework that comprehensively considers rural land and land uses, and facilitates consistent and timely decision-making;
- (e) avoid and minimise land use conflicts;
- (f) promote sustainable settlement in, and adjacent to, existing urban areas; and
- (g) protect and sustainably manage environmental, landscape and water resource assets.

Circumstances under which rural subdivision may be considered:

In considering applications under section 6, the WAPC will consider rural subdivision in the following exceptional circumstances:

- (d) in the Homestead lot policy area (Appendix 2), to allow for the continued occupation of existing homesteads when they are no longer used as part of a farming operation;

6.6 Homestead lots

The creation of homestead lots is intended to allow primary producers to continue to occupy their dwelling when they cease to farm, and provide settlement opportunities in areas where land fragmentation is limited and unlikely to increase. Homestead lots are to be created in a manner that is consistent with the rural character and landscape of a locality. Homestead lots may be facilitated through boundary rationalisation or the creation of a new lot.

Homestead lots may therefore be created to enable an approved existing house on a rural lot to continue to be occupied provided that:

- (a) the land is in the DC 3.4 Homestead lot policy area (refer Appendix 2);

- (b) the homestead lot has an area between one and four hectares, or up to 20 hectares to respond to the landform and include features such as existing outbuildings, services or water sources;
- (c) there is an adequate water supply for domestic, land management and fire management purposes;
- (d) the dwelling is connected to a reticulated electricity supply or an acceptable alternative is demonstrated;
- (e) the homestead lot has access to a constructed public road;
- (f) the homestead lot contains an existing residence that can achieve an appropriate buffer from adjoining rural land uses;
- (g) a homestead lot has not been excised from the farm in the past;
- (h) the balance lot is suitable for the continuation of the rural land use, and generally consistent with prevailing lot sizes, where it can be shown that this is consistent with the current farming practices at the property; and
- (i) the dwelling on a homestead lot must be of a habitable standard and may be required to be certified as habitable by the local government.

Where there are a number of existing approved dwellings on a rural lot, more than one homestead lot may be considered as a one-off application.

Appendix 1

Homestead lot - a small lot generally ranging from one to four hectares, but may be up to 20 hectares in size depending on site specific circumstances, which is excised from a larger farm holding for separate occupation, such as by a retiring farmer wishing to remain in an approved existing dwelling.

Shire of Brookton Local Planning Scheme No. 4

Clause 16 sets out the following objectives for the Rural Zone:

- To provide for the maintenance or enhancement of specific local rural character.
- To protect broad acre agricultural activities such as cropping and grazing and intensive uses such as horticulture as primary uses, with other rural pursuits and rural industries as secondary uses in circumstances where they demonstrate compatibility with the primary use.
- To maintain and enhance the environmental qualities of the landscape, vegetation, soils and water bodies, to protect sensitive areas especially the natural valley and watercourse systems from damage.
- To provide for the operation and development of existing, future and potential rural land uses by limiting the introduction of sensitive land uses in the Rural zone.
- To provide for a range of non-rural land uses where they have demonstrated benefit and are compatible with surrounding rural uses.

Shire of Brookton Local Planning Strategy

Extract from sections 2.1 and 2.2

- Objectives (section 2.1) include to 'promote agricultural activity, predominately broad acre farming, as the key economic and social driver for the district';
- Strategic aims of Delivering Sustainable Development including that Council aims to 'guide the location of urban, rural residential and rural small holding development to maximise community benefits, seek appropriate levels of servicing and minimise future land use conflicts including on agricultural land; 'provide for the growth of the Brookton and Beverley townsites in a land use pattern which reduces pressure to convert productive agricultural land to non-agricultural uses';
- The Council aims to 'conserve land required for agricultural production and support opportunities for agricultural diversification and value adding'; and
- The Council aims to 'maintain and protect areas of agricultural production and conserve their non-urban character whilst accommodating other complementary rural activities'.

10.0 AGRICULTURE AND RURAL

10.1 General Agriculture

Aim

The aims are to:

- protect agricultural land for food production from incompatible non-rural development and land fragmentation;
- seek to preserve the productivity of agricultural and natural resources areas to maximise economic advantages to the district and ensure long-term food security;
- provide for a range of rural pursuits such as broad acre and diversified farming which are compatible with the capability of the land and which retain the rural character and amenity of the locality;
- retain farming land in large landholdings to support primary production and typically prevent creation of additional lots;
- provide opportunities for compatible non-rural uses which benefit from the district's location and are not detrimental to primary production activity, natural resources or the environment;
- regulate the subdivision of agricultural land to discourage the removal of agricultural land from agricultural production and ensure the potential for agricultural land to be productive is not diminished;
- seek suitable management of land at the interface between rural and townsites/rural living areas;
- protect rural land from incompatible uses by:
 - making land-use decisions for rural land that support existing and future primary production;
 - providing investment security for the existing and future primary production sector;
 - minimising land use conflicts that compromise agricultural land uses; and
- provide for intensive agricultural activities particularly where sustainable water resources exist and land management issues are appropriately addressed.

Strategy

The Council's strategy is to:

- protect productive agriculture land and support existing agriculture pursuits;
- provide for new forms of agricultural development and practices;
- provide for the development of land for alternative and complementary non-agricultural uses where the applicant can demonstrate:
 - the use will not detrimentally affect on-going agricultural operations; and
 - that the proposed use will not result in the removal of highly productive agricultural land from agricultural production;
- encourage low-key tourist uses including those associated with traditional forms of agriculture;
- direct rural residential and rural smallholding subdivision away from productive agricultural land;
- regulate the subdivision of agricultural lands to discourage the removal of land from agricultural production and ensure the potential for agricultural land to be productive is not diminished; and
- encourage boundary realignments which are justified in terms of effective land management practices, environmental and landscape enhancement and facilitating the ongoing agricultural usage.

Actions

The Council will:

- encourage sustainable farming practices;
- support initiatives to enhance the productivity of agricultural areas through:
 - working to ensure that sufficient water supplies are made available to agriculture;
 - minimising the impact of agricultural practices and extraction or use of natural resources on the environment; and
 - encouraging the establishment of value-adding industries in appropriate locations to maximise economic advantages to the district;
- support provisions in the new Local Planning Scheme requiring the rehabilitation of degraded land, re-vegetation of cleared land, strategic fencing and other appropriate land management controls, as considered appropriate by the Council, as conditions of development or subdivision;
- encourage landowners to adopt best practice for the agricultural activity, including in accordance with codes of practice (where available), to minimise environmental impacts and seek environmental repair; and
- through the new Local Planning Scheme will:
 - rename "Farming" Zone to "General Agriculture" Zone in accordance with SPP2.5;
 - review the permissibility of uses based on State Planning Policy 2.5 and Policy DC3.4;
 - contain provisions to control the development of second/multiple houses on rural land and provisions restricting development, particularly residential development, on land with no legal road frontage unless suitable access can be demonstrated to ensure orderly development; and
 - contain provisions relating to the subdivision of land zoned General Agriculture.

10.2 General Agriculture Development and Use

Strategy

The Council's strategy is to:

- support agricultural activities and uses;
- not support scheme amendment requests to Residential, Rural Residential or Rural Smallholding for land shown as General Agriculture on the Strategy Plan;
- take into account the following in considering development proposals or a request for a scheme amendment:
 - discourage land uses unrelated to agriculture from locating on agricultural land (unless the proponent suitably demonstrates there are exceptional circumstances to the satisfaction of the Council);
 - other elements of the Strategy including protecting environmental assets, servicing and landscape impact;
 - provide adequate separation distance between potential conflicting land uses. The proposed development or use should contain all potentially conflicting effects within the property on which it is located;- buffer distances to enable agricultural uses to continue to operate without undue restrictions. The buffers to agricultural land are accommodated within the site subject to the proposal and not within adjoining land;
 - how the proposal will not detrimentally impact on existing agricultural operations and outline how the proposal will contribute to sustainable agricultural production in the area;
 - introduce management requirements that protect existing agricultural land uses;
 - discourage development that may result in land or environmental degradation; and
- require memorials or notifications, as appropriate, to be lodged on titles to notify prospective purchasers of any potential land use conflict.

10.3 General Agriculture Subdivision

Overview

Strategy

The Council's strategy is to:

- support rural land being retained for primary production and highlight there is a general presumption against the subdivision of land designated General Agriculture, to create additional lots;
- recommend subdivision approval to the WAPC when any of the following circumstances apply:
 - the proposal involves property consolidation and/or boundary realignments, where no additional titles are created;
 - for major non-agricultural purposes where in accordance with *WAPC Policy No. 3.4 Subdivision of Rural Land* which is associated with an Agricultural Impact Assessment as set out in State Planning Policy 2.5 and Policy DC3.4;
 - significant physical divisions;

- to allow for the efficient provision of public utilities and infrastructure, for access to natural resources and major ancillary uses to the rural area;
- conservation of biodiversity and natural heritage;
- to protect and actively conserve places of cultural heritage;
- tied lots; and
- for other unusual or unanticipated purposes which, in the opinion of the Council, does not conflict with this Strategy and are necessary in the public interest;
- not recommend subdivision approval to the WAPC for the following:
 - the creation of residential, rural residential or rural smallholding lots on land allocated as “General Agriculture” on the Strategy Plan;
 - the creation of rural smallholding size equivalent lots on land allocated as “General Agriculture” on the Strategy Plan unless no additional lots are created, or it is associated with the conservation of biodiversity, natural heritage or historic heritage;
 - homestead lots (unless no additional lots are created);
 - the creation of lots for management investment schemes and strata titling unless consistent with Strategy requirements for subdivision of land identified as General Agriculture;
 - where the application represents ad-hoc unplanned subdivision which is inconsistent with this Strategy; and
- request the WAPC to impose conditions, as considered appropriate, which will alert prospective purchasers, through memorials or notifications lodged on titles, of the types of agricultural activities that are likely to be undertaken in the area, e.g. spraying, pesticide use, noise, odours, dust and other activities that have potential amenity and land use impacts.

Boundary Adjustments and Property Rationalisation

Strategy

The Council’s strategy is to support proposals that amalgamate titles and support boundary adjustments (where no additional lots are created) and property rationalisation to consolidate primary production land into one lot and the creation of smaller balance lots subject to:

- no additional lots are created;
- the new lot boundaries facilitate on-going productive agriculture, reflect good environmental and land management practice (including to address matters such as waterway protection, physical landform constraints/protection, remnant vegetation protection/enhancement, substantial revegetation projects, sound land care practice and protection of landscape values) and the proposed lots are appropriate for the intended land uses;
- no additional public roads are created unless supported by the Council;
- all lots having direct access to a constructed public road. Should the proposed subdivision require new public roads, provision of such roads will be at the Council’s discretion and at the proponents cost;
- new vehicle access points onto State (main) roads being minimised;
- former road reserves and small remnant portions of lots are not considered to be lots for the purpose of boundary rationalisation;
- lots created under 40 hectares containing suitable buffers to off-site agricultural areas;
- any lot having a minimum area of 4 hectares;

- rural smallholdings sized lots (4 to 40 hectares) may have notifications or memorials placed on titles advising that the lot is in a rural area and may be impacted upon by primary production, including the potential for impacts by noise, dust, odour etc.;
- rural smallholding sized lots are capable of being appropriately serviced including with potable drinking water, water for firefighting and land management and an acceptable electricity supply;
- rural smallholding sized lots are generally not located in areas of extreme bushfire risk;
- bushfire risk being managed in accordance with the most recent *Planning for Bushfire Protection Guidelines* produced by the WAPC and DFES; and
- future subdivision of any lots created through boundary adjustments and property rationalisation subdivisions, to create additional lots, will not be supported.

Homestead Lots

Strategy

The Council's strategy is to not support homestead lots, through the creation of additional titles, given the population in the municipality is growing and is expected to continue to grow in the Strategy period.

13.12.24 COMMUNITY SERVICES REPORTS

Nil.

14.12.24 CORPORATE SERVICES REPORTS

14.12.24.01 LIST OF PAYMENTS – NOVEMBER 2024

File No:	N/A
Date of Meeting:	19 December 2024
Location/Address:	14 White Street, Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Skye Fisher – Finance Creditors & Records Officer
Authorising Officer:	Deanne Sweeney – Manager Corporate and Community
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple
Previous Report:	21 November 2024

Summary of Report:

The purpose of this report is to present the list of payments for the month of November 2024, as required under the *Local Government (Financial Management) Regulations 1996*.

Description of Proposal:

To present to Council, the accounts paid under Delegation 1.1, Power to Make Payments, included within Attachment 14.12.24.01A.

Contained within Attachment 14.12.24.01B is a detailed transaction listing of credit card expenditure paid for the period ended 30 November 2024.

Contained within Attachment 14.12.24.01C is a detailed transaction listing of fuel purchasing card expenditure paid for the period ended 30 November 2024.

Background

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

Consultation

There has been no consultation on this matter.

Statutory Environment

Regulation 13 of the *Local Government (Financial Management) Regulations 1996* states:

13. *Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.*
- (1) *If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —*
 - (a) *the payee's name; and*
 - (b) *the amount of the payment; and*
 - (c) *the date of the payment; and*

- (d) *sufficient information to identify the transaction.*
 - (2) *A list of accounts for approval to be paid is to be prepared each month showing —*
 - (a) *for each account which requires council authorisation in that month —*
 - (i) *the payee's name; and*
 - (ii) *the amount of the payment; and*
 - (iii) *sufficient information to identify the transaction; and*
 - (b) *the date of the meeting of the council to which the list is to be presented.*
 - (3) *A list prepared under sub-regulation (1) or (2) is to be —*
 - (a) *presented to the council at the next ordinary meeting of the council after the list is prepared; and*
 - (b) *recorded in the minutes of that meeting.*
- 13A. *Payments by employees via purchasing cards*
- (1) *If a local government has authorised an employee to use a credit, debit or other purchasing card, a list of payments made using the card must be prepared each month showing the following for each payment made since the last such list was prepared —*
 - (a) *the payee's name;*
 - (b) *the amount of the payment;*
 - (c) *the date of the payment;*
 - (d) *sufficient information to identify the payment.*
 - (2) *A list prepared under subregulation (1) must be —*
 - (a) *presented to the council at the next ordinary meeting of the council after the list is prepared; and*
 - (b) *recorded in the minutes of that meeting.*

Local Government (Administration) Regulations 1996

- 13. *Publication of unconfirmed minutes of meetings (Act s. 5.25(1)(i))*
- (1) *The CEO must publish on the local government's official website —*
 - (a) *the unconfirmed minutes of each council and committee meeting that is open to members of the public;*

Relevant Plans and Policy

The Chief Executive Officer, under relevant delegation, is authorised to arrange purchase of specific items in the budget, which do not require calling tenders, providing that it is within the approved and adopted budget.

Financial Implications

No financial implications have been identified at the time of preparing this report.

Risk Assessment

The risk in relation to this matter is assessed as 'Medium' on the basis that if Council does not accept the payments. The risk identified would be failure to fulfil statutory regulations or compliance requirements. Shire Officer's provide a full detailed listing of payments made in a timely manner.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives

This item relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment

Council has delegated, to the Chief Executive Officer, the exercise of its power to make payments from the Shire's Municipal and Trust funds. In accordance with Regulation 13 of the *Local Government (Financial Management) Regulations 1996*, a list of accounts paid is to be provide to Council, where such delegation is made.

OFFICER'S RECOMMENDATION

That Council receive:

1. the list of accounts, totalling \$1,145,003.49 paid under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996 for the month of November 2024, as contained within Attachment 14.12.24.01A; and
2. the list of credit card transactions, totalling \$1800.16 paid in November 2024, as contained within Attachment 14.12.24.01B.
3. the list of fuel card transactions, totalling \$349.12 paid in November 2024, as contained within Attachment 14.12.24.01C.

(Simple majority vote required)

COUNCIL RESOLUTION

MOVED Cr Bell

SECONDED Cr Copping

That Council receive:

- 1. the list of accounts, totalling \$1,145,003.49 paid under delegated authority in accordance with Regulation 13(1) of the Local Government (Financial Management) Regulations 1996 for the month of November 2024, as contained within Attachment 14.12.24.01A; and***
- 2. the list of credit card transactions, totalling \$1,800.16 paid in November 2024, as contained within Attachment 14.12.24.01B.***
- 3. the list of fuel card transactions, totalling \$349.12 paid in November 2024, as contained within Attachment 14.12.24.01C.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis

Against: Nil

Attachments

Attachment 14.12.24.01A - List of Payments for November 2024.

Attachment 14.12.24.01B - Credit Card Transactions for November 2024.

Attachment 14.12.24.01C - Fuel Card Transactions November 2024.

List of Payments for November 2024

Chq/EFT	Date	Name	Description	Amount
EFT16230	06/11/2024	ANTHEA COUSINS	BOND REFUND. BUS HIRE. SEPTEMBER 24.	\$350.00
EFT16231	06/11/2024	DELTA AGRIBUSINESS WA- BROOKTON RURAL TRADERS	BOND REFUND RECONCILIATION. BUS HIRE AUGUST 2021.WB EVA PAVILION MARCH 2019. WB EVA PAVILION MARCH 2023	\$850.00
EFT16232	06/11/2024	DEPT OF LG & CULTURAL INDUSTRIES ABORIGINAL HISTORY WA	BOND REFUND WB EVA PAVILION HIRE 6/8/24.	\$250.00
EFT16233	07/11/2024	3E ADVANTAGE PTY LTD	PRINTING SERVICES, CRC, ADMIN 1/10/24 TO 30/10/24	\$3,024.67
EFT16234	07/11/2024	AMPAC DEBT RECOVERY	DEBT RECOVERY. FIELD CALL, DISBURSEMENTS & PALISADE FESS FOR A2682. OCTOBER 2024	\$4,605.15
EFT16235	07/11/2024	ANDROIT INFORMATION MANAGEMENT	RECORDS MANAGEMENT ARCHIVING PROGRAM 24/25 FY. 25/10/24 X 6.5 HOURS, 28/10/24 X 3 HOURS, 29/10/24 X 3.5 HOURS, 30/10/24 X 2.5 HOURS, 1/11/24 X 3 HOURS & 4/11/24 X 3.5 HOURS.	\$2,662.00
EFT16236	07/11/2024	APV VALUERS AND ASSET MANAGEMENT	FAIR VALUE PROJECT REPORT. RAILWAY STATION RESERVE 54505 INDLCAP. OCTOBER 24	\$4,180.00
EFT16237	07/11/2024	AQUATIC SERVICES WA PTY LTD	POOL MAINTENANCE & TESTING SUPPLIES OCTOBER 24	\$5,808.22
EFT16238	07/11/2024	ATO	BAS RETURN FOR OCTOBER 2024	\$10,529.00
EFT16239	07/11/2024	BEDFORD ARMS HOTEL	CHALET REFUND BOOKING #13460119.	\$146.00
EFT16240	07/11/2024	BOB WADDELL & ASSOCIATES PTY LTD	PROFESSIONAL ASSISTANCE WITH ASSET IMPAIRMENT QUERY.	\$44.00
EFT16241	07/11/2024	BOC GASES	MONTHLY GAS CYLINDER RENTAL CHARGES. 1 X INDUSTRIAL OXYGEN, 1 X DISSOLVED ACETYLENE, 1 X ARGOSHIELD & 2 X MEDICAL OXYGEN DEPOT. OCTOBER 24	\$56.25
EFT16242	07/11/2024	BRANDWORX AUSTRALIA	PURCHASE OF CORPORATE UNIFORMS POLICY 2.47. EMPLOYEE 389, 391, 447, 440, 456, 424, 442, 400, 427 & 447. OCTOBER 24	\$3,419.78
EFT16243	07/11/2024	BROOKTON 24/7 TOWING	SUPPLY & INSTALL NEW COMPRESSOR TO PG8. OCTOBER 24	\$2,442.00
EFT16244	07/11/2024	BROOKTON DISTRICT HIGH SCHOOL	CONTRIBUTION FOR SCHOOL BOOK AWARDS. 2024 PRESENTATION NIGHT. OCTOBER 24	\$50.00
EFT16245	07/11/2024	BROOKTON PROFESSIONAL SERVICES CENTRE	OFFICE RENT. CRC. 1/11/24 TO 30/11/24.	\$1,050.00
EFT16246	07/11/2024	CAROLINE O'SHANNESSY	CHALET REFUND. BOOKING #13310802	\$200.00

Chq/EFT	Date	Name	Description	Amount
EFT16247	07/11/2024	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	\$307.06
EFT16248	07/11/2024	CIVIL PRODUCTS WA	ROAD SIGNAGE WBSF2. SEPTEMBER 24	\$541.20
EFT16249	07/11/2024	CLEANFLOW ENVIRONMENTAL SOLUTIONS	UV RELINING PIPES. WHITTINGTON STREET. SEWPIPE 18/10/24	\$28,762.48
EFT16250	07/11/2024	DARRY'S PLUMBING & GAS DARR BEST PLUMBING PTY LTD	ATU QUARTERLY SERVICE CARAOP.	\$363.00
EFT16251	07/11/2024	DEANNE SWEENEY	REIMBURSEMENT REFRESHMENTS. GYM OPEN DAY 2/11/24	\$51.57
EFT16252	07/11/2024	DELTA AGRIBUSINESS WA-BROOKTON RURAL TRADERS	WEST BROOKTON FIRE BRIGADE SHED VARIOUS ITEMS FOR FURNISHING	\$2,438.00
EFT16253	07/11/2024	DFES	24/25 ESL. DEPOOP, ADMIOF, MUSEOP, RWSTOP, U1 - 3/33 WITTINGTON ST U1 - 8/40 WHITE ST 28AWSOP, 28BWSOP, 10MAOP, 25WHITOP, 23WHITOP, U1MSUOP, U2MSUOP. OCTOBER 24	\$2,365.69
EFT16254	07/11/2024	EDGE PLANNING & PROPERTY	PROFESSIONAL PLANNING SERVICES. 19.5 HOURS. SEPTEMBER 24 & 11.75 X HOURS OCTOBER 24	\$4,984.37
EFT16255	07/11/2024	FRASER AND JENKINSON PTY LTD T/A PRINT MEDIA GROUP	DFES VEHICLE IDENTIFIER STICKERS X 2 ROLLS. 2024	\$85.91
EFT16256	07/11/2024	GREAT SOUTHERN FUEL SUPPLIES	PURCHASE OF DIESEL X 7187L @ 1.47 PER LITRE. DEPOOP. FUEL CARD PURCHASES. MCC, ULP X 44.9L @1.83, ULP X 16.39 @ 1.83, DIESEL X 50.6 @ 1.89, DIESEL X 38.86 @1.89, DIESEL X 34.91 @ 1.89. OCTOBER 24.	\$11,990.02
EFT16257	07/11/2024	GREENFIELD TECHNICAL SERVICES	PROGRESS CLAIM, CIVIL ENGINEER LIAISON WITH CONTRACTOR & CLIENT, DOCUMENTATION FOR DFES & RESPOND TO QUERIES. 6 X HOURS @ 178.50. DR FAWA STRROP.	\$1,178.10
EFT16258	07/11/2024	H RUSHTON & CO	CARTAGE OF MULTI ROLLER FROM DANGIN - MEARES TO DEPOT & VIBE ROLLER FROM YORK - WILLIAMS TO DEPOT. OTHMRRM. OCTOBER 24	\$660.00
EFT16259	07/11/2024	HARRIYANDLE FAMILY TRUST	ENGINEERING ADVICE WBSF1. 42 X HOURS. OCTOBER 24	\$4,950.00
EFT16260	07/11/2024	JOY REITER	REFUND. TELEGRAPH ADVERT. PRINTED B&W CHARGED FOR COLOUR. CRC. OCTOBER 24	\$46.00
EFT16261	07/11/2024	LANDGATE (DOLA)	MINING TENEMENTS. SCHEDULE M2024/05. 4/9/24 TO 2/10/24.	\$9.05
EFT16262	07/11/2024	LGRCEU	PAYROLL DEDUCTIONS	\$88.00
EFT16263	07/11/2024	MAIN ROADS WESTERN AUSTRALIA	ROAD SAFETY AUDIT TRAINING. WC & WLH. OCTOBER 24	\$1,179.20
EFT16264	07/11/2024	MCINTOSH AND SON NARROGIN MCINTOSH AND SON NARROGIN	REPAIR OIL LEAK. PL7. OCTOBER 24	\$297.00

Chq/EFT	Date	Name	Description	Amount
EFT16265	07/11/2024	MICHAEL BACHYNSKY	REIMBURSEMENT OF 2 X WATER FILTERS. DEPOOP. OCTOBER 24	\$109.00
EFT16266	07/11/2024	NEW GROUND WATER SERVICES PTY LTD	SUPPLY & INSTALL NEW BORE PUMP. HVCAP03. PURCHASE 8 X SOLENOID VALVES. MADIOP & MEMPOP. OVAL RENOVATIONS, INCLUDES TOP DRESS, SWEEP & CORE HOLLOW TINE. OCTOBER 24	\$30,752.70
EFT16267	07/11/2024	NEXIA PERTH PTY LTD	FINAL FEE. DEFERRED PENSIONERS AUDIT ACQUITTAL. 23/24 FY.	\$825.00
EFT16268	07/11/2024	OFFICEWORKS BUSINESS DIRECT	LIQUID HAND SOAP X 12 RRTLOP. STATIONERY SUPPLIES. ADMIOPI. OCTOBER 24	\$424.61
EFT16269	07/11/2024	RESONLINE	ROOM MANAGER ONLINE BOOKING SYSTEM. CARAOP. OCTOBER 24	\$242.00
EFT16270	07/11/2024	SANDRA SPENCER	REIMBURSEMENT - ITEMS PURCHASED FOR SPECIAL COUNCIL DINNER. 8/11/24.	\$38.99
EFT16271	07/11/2024	SEABROOK CORPORATION ABORIGINAL	ANNUAL LEASE, LE-03 GLENROY FARM. 6 HECTARES @ \$400. 1/11/24 TO 31/10/24.	\$2,400.02
EFT16272	07/11/2024	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$1,350.00
EFT16273	07/11/2024	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$725.00
EFT16274	07/11/2024	ST JOHN AMBULANCE ASSOCIATION	PROVIDE FIRST AID 1 DAY COURSE. POGH. 15/10/24	\$170.00
EFT16275	07/11/2024	STALLION BUILDING CO PTY LTD T/AS STALLION HOMES & MULTICON COMMERCIAL CONSTRUCTIONS	PROGRESS PAYMENT EAST BROOKTON BFB. PRELIMINARIES, SITEWORK, STRUCTURAL STEEL & SHED WORK, CONCRETE & HYDRAULIC SERVICES. OCTOBER 24	\$132,965.77
EFT16276	07/11/2024	THE LOCAL GUYS - TEST AND TAG WA TNT	RCD, FIRE MAINTENANCE, ELECTRICAL TESTING & TAGGING, CRC, KHALL, WBOP, CARAOP, YGGOP, MENSSHED, BOWLOP, TENNOP, RRTLOP & POOLOP, DEPOOP. RCD & SMOKE ALARM TESTING. U1-6 MADISON SQUARE, U1-8 40 WHITE STREET, 23WHITOP, 25WHITOP, U1 -3 33 WHITTINGTON ST, 10MAOP,6 & 8 MATTHEW ST. PLANT, VEHICLE & FIRE TENDER FIRE MAINTENANCE. REPLACE 1KG EXTINGUISHERS, PBH4, PU33, PU39 & PU40. 2.5KG EXTINGUISHERS, PCB1 & PG8. 9KG EXTINGUISHER PL7 OCTOBER 24	\$5,492.30
EFT16277	07/11/2024	WA CONTRACT RANGER SERVICES	RANGER SERVICES. 3.75 X HOURS 23/10/24 & 3 X HOURS 30/10/24	\$779.63
EFT16278	07/11/2024	WA HINO SALES & SERVICES	REPAIR REVERSE CAMERA & RHR BRAKE. PT18. OCTOBER 24	\$296.80
EFT16279	07/11/2024	WA LOCAL GOVERNMENT ASSN	WALGA CENTRAL COUNTRY ZONE ANNUAL SUBSCRIPTION 24/25	\$1,100.00
EFT16280	07/11/2024	WALLIS COMPUTER SOLUTIONS	MANAGED WHITELISTING SECURITY APPLICATION X 26 DEVICES. ADMIOPI, CRC & PW. 1/4/24 TO 31/10/24.	\$2,803.62

Chq/EFT	Date	Name	Description	Amount
EFT16281	07/11/2024	WESFARMERS KLEENHEAT GAS PTY LTD	ANNUAL 45KG GAS CYLINDER RENTAL CHARGES. U1-4 MADISON SQUARE X 2 EACH	\$396.00
EFT16282	22/11/2024	AQUATIC SERVICES WA PTY LTD	PURCHASE MEDIUM SIZE VACUUM HEAD. AQUATIC CENTRE. OCTOBER 24	\$198.00
EFT16283	22/11/2024	AUSTRALIA POST	POSTAGE CHARGES ADMIN & CRC. OCTOBER 24.	\$527.61
EFT16284	22/11/2024	BOB WADDELL & ASSOCIATES PTY LTD	PROFESSIONAL ASSISTANCE WITH AUDITORS QUESTIONS. BROOKTON RAILWAY STATION - FAIR VALUE.	\$220.00
EFT16285	22/11/2024	BROOKTON 24/7 TOWING	REPAIRS TO PSP11, OCTOBER 24	\$478.50
EFT16286	22/11/2024	CHILD SUPPORT AGENCY EMPLOYER SERVICES	PAYROLL DEDUCTIONS	\$307.06
EFT16287	22/11/2024	DOWN TO EARTH TRAINING & ASSESSING	PUBLIC WORKS OFFICER GROUP TRAINING. 4 X DAYS. EXCAVATOR, GRADER, INTEGRATED TOOL CARRIER, ROLLER & WATER CART. OCTOBER 24	\$8,379.00
EFT16288	22/11/2024	GERALDTON TRANSPORT	PICK UP & DELIVER 1 PALLET. MADDINGTON TO BROOKTON. OTHMRRM. OCTOBER 24	\$230.45
EFT16289	22/11/2024	INTEGRATED ICT	IP TELEPHONY SERVICES & EQUIPMENT CHARGES, NBN INTERNET CONNECTION DATA, NBN LINK PHONE SYSTEM. ADMIN. NBN CONNECTION. CRC. OCTOBER 24	\$794.24
EFT16290	22/11/2024	JELCOBINE FARMS	REMEMBRANCE DAY WREATH. 11/11/24.	\$85.00
EFT16291	22/11/2024	LANDGATE (DOLA)	GROSS RENTAL VALUATIONS SCHEDULE NO: G2024/05. 31/8/24 TO 11/10/24	\$50.31
EFT16292	22/11/2024	LGRCEU	PAYROLL DEDUCTIONS	\$88.00
EFT16293	22/11/2024	NORTH DANDALUP TURNER MECHANICAL SERVICE PTY LTD	90,000KM SERVICE, PT14. SUPPLY & INSTALL DOOR LATCH, PR8. CARRY OUT INSPECTION ON PR9. REPORT REPAIRS REQUIRED. OCTOBER 24	\$2,552.00
EFT16294	22/11/2024	NOURISH BROOKTON	REFRESHMENTS & CONSUMABLES. DEPOOP. ADMIN, COUNCIL, DFES, CRC, GYM OPEN DAY & CARAVAN PARK. OCTOBER 24. HOUSEHOLD GAS BOTTLE X 1 45KG. CARAOP.	\$685.39
EFT16295	22/11/2024	REDFISH TECHNOLOGIES PTY LTD	ADDITIONAL QUAD CAMERA MAIN STREET CCTV.	\$7,337.86
EFT16296	22/11/2024	SANDRA SPENCER	REIMBURSEMENT FOR ITEMS PURCHASED. WELLNESS MORNING TEA.	\$64.00
EFT16297	22/11/2024	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$1,350.00
EFT16298	22/11/2024	SHIRE OF BROOKTON	PAYROLL DEDUCTIONS	\$725.00
EFT16299	22/11/2024	SHIRE OF YILGARN	ACCOMMODATION FOR ACS. LIWA REGIONAL SEMINAR & TRAINING. OCTOBER 24	\$330.00
EFT16300	22/11/2024	SWIMMING AND SAFETY DEPARTMENT OF EDUCATION	CHALET REFUND. BOOKING #13344370.	\$200.00

Chq/EFT	Date	Name	Description	Amount
EFT16301	22/11/2024	THE LOCK MAN SECURITY	REPAIR & REKEY SIDE ACCESS DOOR. BOWLOP.	\$435.00
EFT16302	22/11/2024	TOP NOTCH TREE SURGEONS	TREE PRUNING & STUMP REMOVAL, GAYNOR STREET, MONTGOMERY STREET, WHITE STREET, KING STREET & WILLIAM STREET. OCTOBER 24.	\$13,200.00
EFT16303	22/11/2024	WALLIS COMPUTER SOLUTIONS	ANNUAL CONTRACT. MANAGED SERVICES, IT SUPPORT, SYNERGYSOFT LGA ACCOUNTING, MANAGEMENT & REPORTING KDMARC. SOPHOS, HARDWARE, THREATLOCKER, WHITELISTING, WCS MANAGEMENT EQUIPMENT DOMOTZ NETWORK MONITORING., INFRASTRUCTURE, DATTO BACKUP, 1/11/24 TO 31/10/24.	\$79,235.97
EFT16304	22/11/2024	WRIGHT AGRICULTURAL CONTRACTING	FENCING MATERIALS. SEWEFE. OCTOBER 24	\$9,350.00
EFT16305	22/11/2024	ZIRCODATA (TOTALLY CONFIDENTIAL RECORDS)	STORAGE FEES, ARCHIVE BOXES X 214 26/9/24 TO 25/10/24	\$55.18
EFT16306	26/11/2024	ANDROIT INFORMATION MANAGEMENT	RECORDS MANAGEMENT ARCHIVING PROJECT 24/25. 8/11/24 X 5.5 HOURS. 9/11/24 X 2.5 HOURS & 10/11/24 X 2 HOURS.	\$1,210.00
EFT16307	26/11/2024	BROOKTON 24/7 TOWING	FULL SERVICE & INSPECTION, PU37.	\$332.20
EFT16308	26/11/2024	BROOKTON PLUMBING	REPAIR LEAKING FEMALE TOILET. BOWLOP.	\$148.50
EFT16309	26/11/2024	BROOKTON TYRE SERVICE	DIAGNOSE & PUNCTURE REPAIR. PM9. OCTOBER 24	\$195.25
EFT16310	26/11/2024	BUILDING & ENERGY	BSL PAYMENT, A547 & A275. OCTOBER 24	\$346.20
EFT16311	26/11/2024	C & D CUTRI	BRIDGE 3158, MATTHEWS RD, MAINTENANCE. WIDTH MARKER X 4. PAINT POSTS X 26, WING CAPPING X 4, FUNGICIDE TREATMENT, END GRAIN TREATMENT, BOLT TIGHTENING, STRINGER BOLTS, PILE BANDING, SHEETING REPAIR MOB & DEMOB. BRIDGE 4863, YORK – WILLIAMS RD MAINTENANCE. FUNGICIDE TREATMENT, END GRAIN TREATMENT, BOLT TIGHTENING, PILE BANDING & MOB & DEMOB.	\$53,185.00
EFT16312	26/11/2024	CROMAG PTY LTD T/A SIGMA TELFORD GROUP	PURCHASE OF MAGNOR TELEPOLE AQUATIC CENTRE. OCTOBER 24	\$63.36
EFT16313	26/11/2024	DELTA AGRIBUSINESS WA-BROOKTON RURAL TRADERS	CHEMFORCE TRICLOPYR 600 20L X 5 & GLYPHOSATE 450 20LT X 10. TOWNOP. MONTHLY PURCHASES FOR REGULAR MAINTENANCE. TOWNOP, DEPOOP, PSP1, PPE, CRC, WHITE STREET UNITS, CARAOP, MADISON SQUARE, PARKS & GARDENS, POOL, OVALOP, ROBISM & RRTLOP. NO PETS ALLOWED SIGNS CARAOP. OCTOBER 24,	\$4,490.96
EFT16314	26/11/2024	FULTON HOGAN	EZSTREET 20KG BAGS X 48 & EZSTREET RED 20KG BAGS X 5. POTHOLE REPAIRS OTHMRRM. OCTOBER 24	\$2,066.08
EFT16315	26/11/2024	GERALDTON TRANSPORT	TRANSPORT 4 X DRUMS FROM KWINANA TO BROOKTON. OTHMRRM.	\$95.70

Chq/EFT	Date	Name	Description	Amount
EFT16316	26/11/2024	GREAT SOUTHERN WASTE DISPOSAL	DOMESTIC RUBBISH COLLECTION. 450 HOUSEHOLDS ON 2ND, 9TH, 15TH, 22ND & 29TH OCTOBER. RECYCLING COLLECTION X 335 HOUSEHOLDS 3RD, 17TH & 31ST OCTOBER. LANDFILL LABOUR HOURS X 135, MACHINE HOURS X 15, 5 X WEEKENDS 5TH, 12TH, 19TH & 26TH OCTOBER.	\$16,821.75
EFT16317	26/11/2024	GREENFIELD TECHNICAL SERVICES	DRFAWA FLOOD DAMAGE WORKS PREP. RFT DOCUMENTATION & PRINCIPAL CIVIL ENGINEER LIAISON.	\$883.58
EFT16318	26/11/2024	HERSEY SAFETY PTY LTD	PPE EQUIPMENT, SAFETY GLASSES, FLY NETS, GLOVES & BATTERIES. PW-OH EMPLOYEE. OCTOBER 24	\$626.23
EFT16319	26/11/2024	INTELIIFE GROUP LTD	ROADSIDE VEGETATION MULCHING & PRUNING. INCLUDES 23T EXCAVATOR MEALS & ACCOMMODATION. WOODSFC. 14/10/24 X 8 HOURS, 15/10/24 X 10 HOURS, 16/10/24 X 9 HOURS, 17/10/24 X 7 HOURS, 28/10/24 X 9 HOURS, 29/10/24 10 HOURS, 30/10/24 10 HOURS & 31/10/24 X 1 FEE.	\$24,090.00
EFT16320	26/11/2024	IT VISION	ANNUAL SUBSCRIPTION - IT VISION SYNERGY SOFT USERS X 11, DATA BAS WORKGROUP, AUTOMATION TOOLSET, CORE FINANCIALS, DOG CONTROL, ELECTORAL ROLL, REMITTANCES FUNCTION, EXCEL INTEGRATION, MAPPING, PAYROLL, ORDERING, RECEIPTING, REPORT MANAGER, RATES & PROPERTIES, ALTUS ECM & NOTE. 24/25 FY.	\$38,965.50
EFT16321	26/11/2024	LOCK STOCK & FARRELL LOCKSMITH PTY LTD	SUPPLY RESTRICTED PADLOCK 50MM LK1 X 4, RESTRICTED PADLOCK X 2, LK1 KEY X 2 & POSTAGE. OTHMRRM & WAHPOP2. OCTOBER 24, PURCHASE KEY 12 X 20. GYMOP. OCTOBER 24	\$1,250.96
EFT16322	26/11/2024	MCPEST PEST CONTROL	ANNUAL SPIDER SPRAY. ADMIOP, DEPOOP, POOL, RRTLOP, WBOP, OVALOP, MHALLOP, BOWLOP, KHALLOP, CARAOP, 6 & 8 MATTHEW STREET, MADISON SQUARE UNITS, WHITE STREET UNITS, 23 & 25 WHITTINGTON STREET & 23 WHITTINGTON STREET UNITS.	\$4,455.00
EFT16323	26/11/2024	MONSTERBALL AMUSEMENTS AND HIRE	50 % DEPOSIT INFLATABLE ENTERTAINMENT FOR CHRISTMAS PARTY 2024. EV0002.	\$1,195.00
EFT16324	26/11/2024	NARROGIN CASHAN ENTERPRISES PTY LTD T/A NARROGIN CARPETS & CURTAINS	SUPPLY & INSTAL NEW VERTICAL BLINDS TO ADMIN OFFICE. OCTOBER 24	\$4,631.00
EFT16325	26/11/2024	NORTH DANDALUP TURNER MECHANICAL SERVICE PTY LTD	REPAIR TAILLIGHT WIRING & CARRY OUT CHASSIS INSPECTION. PPT2. OCTOBER 24	\$429.00
EFT16326	26/11/2024	NORTHAM AUTOS PTY LTD T/A NORTHAM MAZDA, SUZUKI & GWM	CARRY OUT 60,000KM LOGBOOK SERVICE PAV6.	\$658.26

Chq/EFT	Date	Name	Description	Amount
EFT16327	26/11/2024	TUTT BRYANT EQUIPMENT	PURCHASE OF PR12 - BOMAG BW28RH MULTI TYRE ROLLER 2024 & PE01 - MINI EXCAVATOR VIO357C 2024 AS PER 10 YEAR PLANT REPLACEMENT PROGRAM. OCTOBER 24	\$305,789.00
EFT16328	26/11/2024	WA CONTRACT RANGER SERVICES	RANGER SERVICES - RURAL FIREBREAKS, 8/11/24 X 9.5 HOURS & 11/11/24 X 9.5 HOURS, TOWNSITE FIRE BREAKS, 4/11/25 X 7.5 HOURS & 5/11/24 X 1.5 HOURS & ANIMAL CONTROL, 5/11/24 X 3.5 HOURS & 14/11/24 X 3.25 HOURS.	\$4,013.63
EFT16329	28/11/2024	BROOKTON P AND C ASSOCIATION	FACILITY HIRE BOND REFUND 19/10/24	\$500.00
EFT16330	28/11/2024	JANNA MILDENBERGER	GYM KEY BOND REFUND	\$70.00
EFT16331	28/11/2024	KEVIN COLLARD	FACILITY HIRE BOND REFUND 22/11/24.	\$250.00
EFT16332	28/11/2024	THOMAS MILDENBERGER	GYM KEY BOND REFUND	\$70.00
DD8018.1	04/11/2024	TELSTRA CORPORATION	TELSTRA CHARGES SEWERAGE PUMP STATION ALARM	\$15.99
DD8029.1	08/11/2024	SYNERGY	ELECTRICITY CHARGES. WHITE STREET UNITS X 8. 14/08/24 TO 9/10/24	\$1,427.94
DD8034.1	12/11/2024	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$7,230.79
DD8034.2	12/11/2024	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	\$298.44
DD8034.3	12/11/2024	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$598.44
DD8034.4	12/11/2024	MLC NOMINEES PTY LIMITED	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$367.77
DD8034.5	12/11/2024	SANDHURST TRUSTEES	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$992.31
DD8034.6	12/11/2024	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	\$356.05
DD8034.7	12/11/2024	HOSTPLUS	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$708.29
DD8034.8	12/11/2024	AUSTRALIAN SUPER PTY LTD	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$2,316.65
DD8034.9	12/11/2024	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$559.02
DD8038.1	12/11/2024	DEPARTMENT OF MINES, INDUSTRY REGULATION AND SAFETY	BOND LODGEMENT TO BOND ADMINISTRATOR AS PER LEASE AGREEMENT 10 MARSH AVE.	\$1,200.00
DD8041.1	14/11/2024	SHIRE OF BROOKTON - MASTERCARD - CESM	CREDIT CARD FEE ONLY. CESM. OCTOBER 24	\$4.00
DD8041.2	14/11/2024	SHIRE OF BROOKTON - MASTERCARD - MCC	MASTERCARD PURCHASE MCC. DEPARTMENT OF TRANSPORT. CHANGE OF PLATE FEE. PAV5, PAV7, PU39 & PU40. REMAKE PLATE BO731 & DIESEL X 41.98L @ 1.748, PAV5. OCTOBER 24	\$195.18

Chq/EFT	Date	Name	Description	Amount
DD8041.3	14/11/2024	SHIRE OF BROOKTON - MASTERCARD - CEO	MASTERCARD PURCHASES CEO. REIWA CONTRACT OF SALE FEE, DEPARTMENT OF TRANSPORT PLATE FEE. PU1. STARLINK WBOP 5/10/24 TO 5/11/24. ACCOMMODATION, MEALS & PARKING CHARGES WALGA STATE CONFERENCE. CEO & DEPUTY PRESIDENT. SINCH MESSAGE MEDIA OCTOBER 24.	\$1,600.98
DD8043.1	14/11/2024	PETER LEVENSPIEL	TELEGRAPHIC TRANSFER. CHALET REFUND BOOKING #13298995.	\$171.98
DD8045.1	15/11/2024	WA TREASURY CORPORATION	LOAN PAYMENT PRINCIPLE & INTEREST 81 & 82	\$65,222.77
DD8051.1	18/11/2024	TELSTRA CORPORATION	ADMIN & CRC SERVICE & EQUIPMENT RENTAL 23/10/24 TO 22/11/24	\$345.73
DD8051.2	18/11/2024	WATER CORPORATION OF WA	WATER USAGE CHARGES CARAOP & WBOP. 23.08.24 TO 15.10.24	\$305.65
DD8056.1	15/11/2024	GOVT OF WA DEPT OF THE ATTORNEY GENERAL FINES ENFORCEMENT REGISTRY	FINES ENFORCEMENT CHARGES. 33 D (1) DOG ATTACK OR CHASE CAUSING PHYSICAL DAMAGE A469, 7(1) UNREGISTERED DOG A469, A590 & A596, 31 (3) DOG NOT HELD OR TETHERED IN PUBLIC PLACE A596 & A469	\$602.00
DD8066.1	21/11/2024	TELSTRA CORPORATION	MONTHLY MOBILE PHONE CHARGES. CEO, BMO, WC, MIW, MCC, MP, CARAOP, CESM, POOLGO, WLH & PGLH. OCTOBER 24	\$744.21
DD8070.1	22/11/2024	SYNERGY	ELECTRICITY CHARGES X 184 STREETLIGHTS. 25/9/24 TO 24/10/24	\$2,866.62
DD8073.1	25/11/2024	WATER CORPORATION OF WA	WATER USAGE & SERVICE FEE. U2MSUOP, 10MAOP, U1MSUOP. WATER SERVICE FEE U1 – 6 MADISON SQUARE.	\$1,371.71
DD8078.1	26/11/2024	AWARE SUPER PTY LTD	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$7,403.50
DD8078.2	26/11/2024	AUSTRALIAN RETIREMENT TRUST	SUPERANNUATION CONTRIBUTIONS	\$332.94
DD8078.3	26/11/2024	COLONIAL FIRST STATE CHOICE WHOLESALE PERSONAL SUPER	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$598.44
DD8078.4	26/11/2024	MLC NOMINEES PTY LIMITED	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$367.77
DD8078.5	26/11/2024	SANDHURST TRUSTEES	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$992.31
DD8078.6	26/11/2024	HUB24 SUPERFUND	SUPERANNUATION CONTRIBUTIONS	\$356.05
DD8078.7	26/11/2024	HOSTPLUS	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$724.25
DD8078.8	26/11/2024	AUSTRALIAN SUPER PTY LTD	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$2,315.71
DD8078.9	26/11/2024	THE TRUSTEE FOR JOHNS FAMILY SUPER FUND	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$559.02
DD8081.1	26/11/2024	WATER CORPORATION OF WA	WATER USAGE & SERVICE FEE DEPOT STANDPIPE & WATER USAGE DEPOT. LEAK DETECTED & REPAIRED.	\$18,738.74
DD8083.1	27/11/2024	WATER CORPORATION OF WA	WATER USAGE CHARGES SEWEOP, MEMPOP. WATER SERVICE FEE STANDPIPE 25MM.	\$130.73

Chq/EFT	Date	Name	Description	Amount
DD8091.1	28/11/2024	WATER CORPORATION OF WA	WATER CHARGES OVALOP, U1-3/33 WHITTINGTON ST, MADISON SQUARE PARK. U1-8 WHITE STREET, MHALLOP, ADMIOP, SWIMMING POOL.	\$4,858.16
1321.1	01/11/2024	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$50.00
1322.1	04/11/2024	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$39.13
1322.1	04/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$13.10
1322.1	04/11/2024	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$1.83
1323.1	05/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$4.13
1324.1	06/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$2.76
1325.1	07/11/2024	CBA MERCHA - BANK FEE - MERCHANT FEE	BANK FEE - MERCHANT FEE	\$4.90
1325.1	07/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$22.98
1326.1	08/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$18.09
1327.1	11/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$14.19
1328.1	12/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$5.05
1329.1	13/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$5.45
1330.1	14/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$5.41
1331.1	15/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$2.76
1332.1	18/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$4.13
1333.1	19/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$17.96
1334.1	20/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$0.92

Chq/EFT	Date	Name	Description	Amount
1334.1	20/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$0.92
1335.1	21/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$7.42
1336.1	22/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$4.49
1337.1	25/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$7.93
1339.1	28/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$28.57
1340.1	29/11/2024	EWAY - CARAVAN PARK BOOKING SYSTEM FEES	CARAVAN PARK BOOKING SYSTEM FEES	\$6.08
DD8034.10	12/11/2024	EQUIP SUPER	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$647.34
DD8034.11	12/11/2024	REST INDUSTRY SUPER	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$440.90
DD8078.10	26/11/2024	EQUIP SUPER	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$647.34
DD8078.11	26/11/2024	REST INDUSTRY SUPER	PAYROLL DEDUCTIONS, SUPERANNUATION CONTRIBUTIONS	\$488.70
PAYJRUN*1239	12/11/2024	SALARIES & WAGES	WEEK 20 - PPE 12/11/2024	\$69,520.65
PAYJRUN*1241	26/11/2024	SALARIES & WAGES	WEEK 22 - PPE 26/11/2024	\$71,564.33
Total				\$1,145,003.49

List of Credit Card Transactions Paid in November 2024

SHIRE OF BROOKTON - BENDIGO BANK MASTERCARD – CEO

DIRECT DEBIT	DATE	DESCRIPTION	AMOUNT
DD8041.3	14/11/2024	STARLINK INTERNET SERVICES WB EVA PAVILION 5/10/24 TO 5/11/24	\$ 176.00
		RENDEZVOUS HOTEL PERTH ACCOMMODATION EXTRA NIGHT - CEO & CREDIT CARD SURCHARGE	\$ 351.32
		RENDEZVOUS HOTEL PERTH ACCOMMODATION EXTRA NIGHT - DEPUTY PRESIDENT & CREDIT CARD SURCHARGE	\$ 330.06
		CITY OF PERTH PARKING	\$ 25.24
		SINCH MESSAGE MEDIA - 1/10/2024 TO 31/10/2024	\$ 121.10
		MEALS AT WALGA STATE CONVENTION WEDNESDAY 9/10/24. PRESIDENT, PLUS 1 - CEO - DEPUTY PRESIDENT.	\$ 436.08
		OVER NIGHT PARKING FEES AT RENDEZVOUS HOTEL PERTH X 3 NIGHTS - CEO	\$ 91.08
		DEPARTMENT OF TRANSPORT PLATE FEES FOR PU1	\$ 31.10
		CARD FEE ONLY	\$ 4.00
		DYNAMIC METHODS REIWA. CONTRACT FOR SALE OF LAND OR STRATA TITLE BY OFFER & ACCEPTANCE.	\$ 35.00
		TOTAL	\$ 1,600.98

SHIRE OF BROOKTON - BENDIGO BANK MASTERCARD - MCC

DIRECT DEBIT	DATE	DESCRIPTION	AMOUNT
DD8041.2	14/11/24	DEPARTMENT OF TRANSPORT. CHANGE OF PLATE FEE PAV5	\$31.10
		DEPARTMENT OF TRANSPORT. CHANGE OF PLATE FEE PAV7	\$19.40
		DEPARTMENT OF TRANSPORT. CHANGE OF PLATE FEE PU39	\$19.40
		DEPARTMENT OF TRANSPORT. PLATE REMAKE BO731	\$47.90
		DIESEL X 41.98L @ 1.748	\$73.38
		CARD FEE	\$4.00
		TOTAL	\$195.18

SHIRE OF BROOKTON - BENDIGO BANK MASTERCARD - CESM

DIRECT DEBIT	DATE	DESCRIPTION	AMOUNT
DD8041.1	14/11/24	CARD FEE	\$4.00
		TOTAL	\$4.00

List of Fuel Card Transactions Paid in November 2024

Shire of Brookton - Fuel card - MCC

EFT	Date	Description	Amount
EFT16256	7/11/2024	ULP X 44.9L @1.83	\$82.17
		ULP X 16.39 @ 1.83	\$29.99
		DIESEL X 50.6 @ 1.89	\$95.63
		DIESEL X 38.86 @1.89	\$73.45
		DIESEL X 34.91 @ 1.89	\$65.98
		CARD FEE X 5 @ 0.38	\$1.90
		TOTAL	\$349.12

14.12.24.02 STATEMENT OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 NOVEMBER 2024
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File No:	FIN007
Date of Meeting:	19 December 2024
Location/Address:	N/A
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Charlotte Cooke – Senior Finance Officer
Authorising Officer:	Deanne Sweeney - Manager Corporate & Community
Declaration of Interest:	The authors have no financial interest in this matter
Voting Requirements:	Simple Majority
Previous Report:	21 st November 2024

Summary of Item:

The Statement of Financial Activity for the period ending 30 November 2024 together with associated commentaries are present for Council’s consideration.

Description of Proposal:

That Council receives the Statement of Financial Activity for the period ended 30 November 2024, as presented.

Background:

In accordance with regulation 34 of the *Local Government (Financial Management) Regulations 1996*, the Shire is to prepare a monthly Statement of Financial Activity for approval by Council. December and January’s reports are presented in February as Council does not meet in January.

Consultation:

Reporting officers receive monthly updates to track expenditure and income.

Statutory Environment:

Section 6.4 of the *Local Government Act 1995* requires a Local Government to prepare an annual financial statement for the preceding year and other financial reports as they prescribed.

Regulation 34(1) of the *Local Government (Financial Management) Regulations 1996* as amended requires the Local Government to prepare monthly financial statements and report on actual performance against what was set out in the annual budget.

Relevant Plans and Policy:

There is no Council Policy relevant to this item.

Financial Implications:

The Budget is regularly monitored on at least a monthly basis, by the Chief Executive Officer, the Manager Corporate & Community and the Senior Finance Officer. Responsible Officers are also required to review their particular line items for anomalies each month, with a major review in accordance with the *Local Government (Financial Management) Regulations 1996*, regulation 33A, council is required to carry out a review of its annual budget for that year by the last day of February.

Any material variances that have an impact on the outcome of the budgeted closing surplus position are detailed in the Monthly Financial Report contained within attachment 14.12.24.02A.

Risk Assessment:

The risk in relation to this matter is assessed as 'Low' on the basis that if Council does not receive the Monthly Financial Reports for the month reported leading to the Shire not meeting legislative requirements on financial reporting. The risk identified would be failure to fulfil statutory regulations or compliance requirements.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

This item relates to delivery of core business and services detailed in the Shire of Brookton Corporate Compendium – June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment:

The Monthly Financial Reports has been prepared in accordance with statutory requirements.

OFFICER'S RECOMMENDATION

That Council, accordance with Section 6.4 of the Local Government Act 1995 and Regulation 34 of the Local Government (Financial Management) Regulations 1995, receives the Monthly Statements of Financial Activity for the 30 November 2024, in as presented in attachment 14.12.24.02A.

(Simple majority vote required)

COUNCIL RESOLUTION

MOVED Cr de Lange SECONDED Cr Bell

That Council, accordance with Section 6.4 of the Local Government Act 1995 and Regulation 34 of the Local Government (Financial Management) Regulations 1995, receives the Monthly Statements of Financial Activity for the 30 November 2024, in as presented in attachment 14.12.24.02A.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

***For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil***

Attachment

Attachment 14.12.24.02A - Monthly Statements of Financial Activity for the Period Ended 30 November 2024.



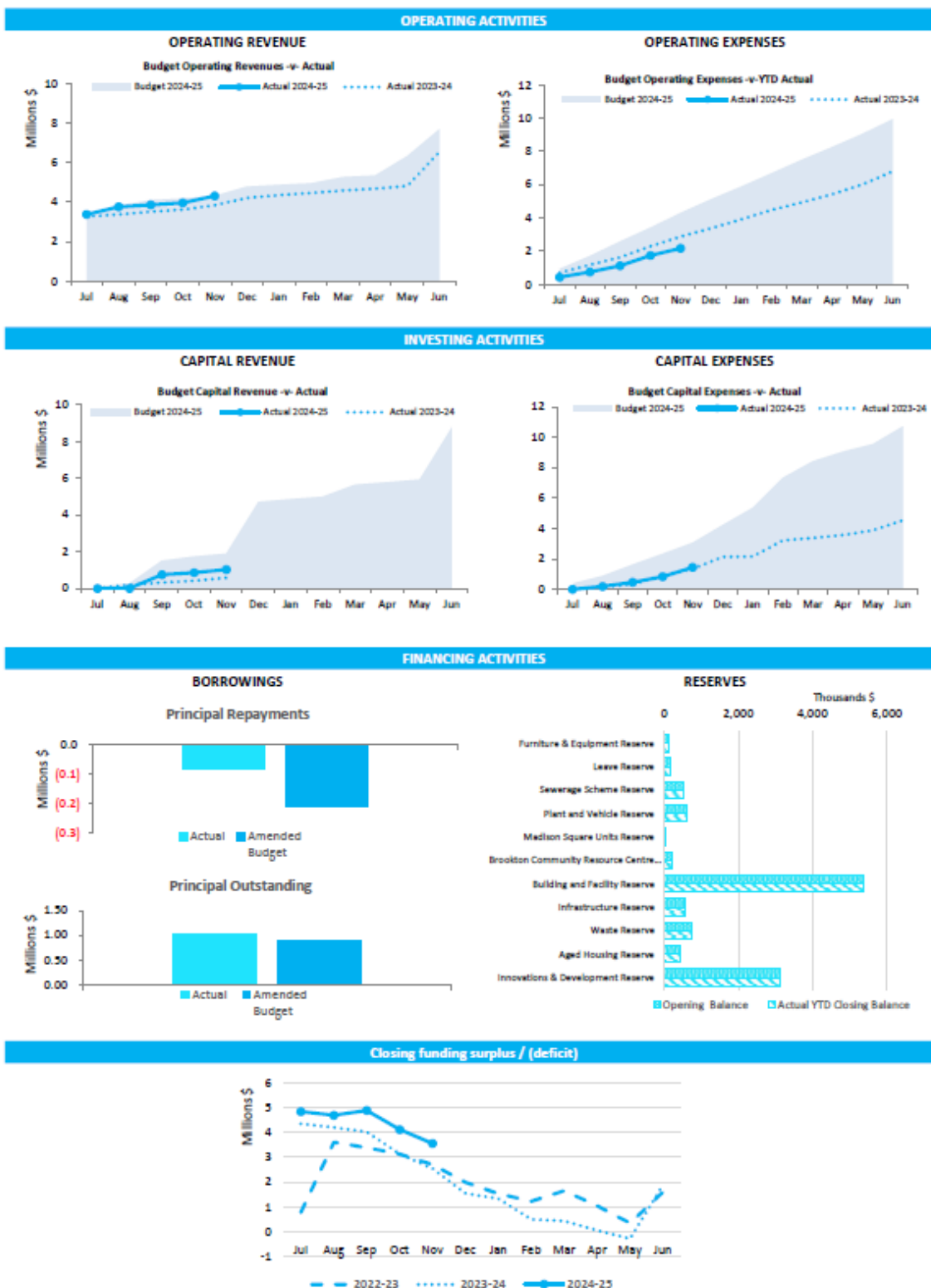
SHIRE OF BROOKTON

MONTHLY FINANCIAL REPORT (Containing the Statement of Financial Activity) FOR THE PERIOD ENDED 30 NOVEMBER 2024

*LOCAL GOVERNMENT ACT 1995
LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996*

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

Funding surplus / (deficit) Components

	Funding surplus / (deficit)			
	Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
Opening	\$1.81 M	\$1.81 M	\$1.89 M	\$0.08 M
Closing	\$0.00 M	\$1.64 M	\$3.56 M	\$1.92 M

Refer to Statement of Financial Activity

Cash and cash equivalents			Payables			Receivables		
	\$15.92 M	% of total		\$0.12 M	% Outstanding		\$0.89 M	% Collected
Unrestricted Cash	\$4.04 M	25.4%	Trade Payables	\$0.03 M		Rates Receivable	\$0.73 M	79.2%
Restricted Cash	\$11.88 M	74.6%	0 to 30 Days		99.3%	Trade Receivable	\$0.16 M	% Outstanding
			Over 30 Days		0.7%	Over 30 Days		4.4%
			Over 90 Days		0%	Over 90 Days		37.6%

Refer to Note 2 - Cash and Financial Assets

Refer to Note 5 - Payables

Refer to Note 3 - Receivables

Key Operating Activities

Amount attributable to operating activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$0.10 M	\$1.00 M	\$2.17 M	\$1.17 M

Refer to Statement of Financial Activity

Rates Revenue			Grants, Subsidies and Contributions			Fees and Charges		
YTD Actual	\$2.87 M	% Variance	YTD Actual	\$0.54 M	% Variance	YTD Actual	\$0.74 M	% Variance
YTD Budget	\$2.87 M	(0.1%)	YTD Budget	\$0.68 M	(21.4%)	YTD Budget	\$0.66 M	12.5%

Refer to Statement of Financial Activity

Refer to Note 13 - Operating Grants and Contributions

Refer to Statement of Financial Activity

Key Investing Activities

Amount attributable to investing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
(\$5.23 M)	(\$1.68 M)	(\$1.02 M)	\$0.65 M

Refer to Statement of Financial Activity

Proceeds on sale			Asset Acquisition			Capital Grants and Contributions		
YTD Actual	\$0.06 M	%	YTD Actual	\$1.45 M	% Spent	YTD Actual	\$0.35 M	% Received
Adopted Budget	\$0.26 M	(75.2%)	Adopted Budget	\$9.03 M	(83.9%)	Adopted Budget	\$3.51 M	(90.1%)

Refer to Note 7 - Disposal of Assets

Refer to Note 8 - Capital Acquisitions

Refer to Note 8 - Capital Acquisitions

Key Financing Activities

Amount attributable to financing activities			
Adopted Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)
\$3.32 M	\$0.50 M	\$0.52 M	\$0.02 M

Refer to Statement of Financial Activity

Borrowings			Reserves			Lease Liability		
Principal repayments	\$0.08 M		Reserves balance	\$11.88 M		Principal repayments	\$0.00 M	
Interest expense	\$0.01 M		Interest earned	\$0.00 M	0.0%	Interest expense	\$0.00 M	
Principal due	\$1.04 M					Principal due	\$0.02 M	

Refer to Note 9 - Borrowings

Refer to Note 11 - Cash Reserves

Refer to Note 10 - Lease Liabilities

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

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 30 NOVEMBER 2024**

NATURE DESCRIPTIONS

REVENUE

RATES

All rates levied under the *Local Government Act 1995*. Includes general, differential, specified area rates, minimum rates, interim rates, back rates, ex-gratia rates, less discounts and concessions offered. Excludes administration fees, interest on instalments, interest on arrears, service charges and sewerage rates.

GRANTS, SUBSIDIES AND CONTRIBUTIONS

Refers to all amounts received as grants, subsidies and contributions that are not non-operating grants.

CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Amounts received specifically for the acquisition, construction of new or the upgrading of identifiable non financial assets paid to a local government, irrespective of whether these amounts are received as capital grants, subsidies, contributions or donations.

REVENUE FROM CONTRACTS WITH CUSTOMERS

Revenue from contracts with customers is recognised when the local government satisfies its performance obligations under the contract.

FEES AND CHARGES

Revenues (other than service charges) from the use of facilities and charges made for local government services, sewerage rates, rentals, hire charges, fee for service, photocopying charges, licences, sale of goods or information, fines, penalties and administration fees. Local governments may wish to disclose more detail such as rubbish collection fees, rental of property, fines and penalties, and other fees and charges.

SERVICE CHARGES

Service charges imposed under *Division 6 of Part 6 of the Local Government Act 1995*. *Regulation 54 of the Local Government (Financial Management) Regulations 1996* identifies these as television and radio broadcasting, underground electricity and neighbourhood surveillance services. Exclude rubbish removal charges.

INTEREST REVENUE

Interest and other items of a similar nature received from bank and investment accounts, interest on rate instalments, interest on rate arrears and interest on debtors.

OTHER REVENUE / INCOME

Other revenue, which can not be classified under the above headings, includes dividends, discounts, rebates, reimbursements etc.

PROFIT ON ASSET DISPOSAL

Excess of assets received over the net book value for assets on their disposal.

EXPENSES

EMPLOYEE COSTS

All costs associated with the employment of person such as salaries, wages, allowances, benefits such as vehicle and housing, superannuation, employment expenses, removal expenses, relocation expenses, worker's compensation insurance, training costs, conferences, safety expenses, medical examinations, fringe benefit tax, etc.

MATERIALS AND CONTRACTS

All expenditures on materials, supplies and contracts not classified under other headings. These include supply of goods and materials, legal expenses, maintenance agreements, communication expenses, advertising expenses, membership, periodicals, publications, hire expenses, rental, postage and freight etc. Local governments may wish to disclose more detail such as contract services, consultancy, information technology, rental or lease expenditures.

UTILITIES (GAS, ELECTRICITY, WATER)

Expenditures made to the respective agencies for the provision of power, gas or water. Exclude expenditures incurred for the reinstatement of roadwork on behalf of these agencies.

INSURANCE

All insurance other than worker's compensation and health benefit insurance included as a cost of employment.

LOSS ON ASSET DISPOSAL

Shortfall between the value of assets received over the net book value for assets on their disposal.

DEPRECIATION

Depreciation expense raised on all classes of assets. Excluding Land.

FINANCE COSTS

Interest and other costs of finance paid, including costs of finance for loan debentures, overdraft accommodation and refinancing expenses.

OTHER EXPENDITURE

Statutory fees, taxes, allowance for impairment of assets, member's fees or State taxes. Donations and subsidies made to community groups.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024**

BY NATURE

	Ref	Adopted Budget	YTD Budget	YTD Actual	Variance \$	Variance % ((c) - (b))/(b)	Var.
	Note	(a)	(b)	(c)	(c) - (b)		
		\$	\$	\$	\$	%	
OPERATING ACTIVITIES							
Revenue from operating activities							
Rates		2,874,905	2,874,905	2,872,059	(2,846)	(0.10%)	
Grants, subsidies and contributions	13	1,513,445	682,097	535,862	(146,235)	(21.44%)	▼
Fees and charges		910,585	660,009	742,384	82,375	12.48%	▲
Interest revenue		347,470	12,892	49,539	36,647	284.26%	▲
Other revenue		2,049,227	93,077	124,595	31,518	33.86%	▲
Profit on disposal of assets	7	12,042	4,590	0	(4,590)	(100.00%)	
		7,707,674	4,327,570	4,324,440	(3,130)	(0.07%)	
Expenditure from operating activities							
Employee costs		(2,623,566)	(1,130,779)	(1,124,390)	6,389	0.56%	
Materials and contracts		(4,288,616)	(1,781,116)	(685,717)	1,095,399	61.50%	▲
Utility charges		(267,774)	(111,430)	(78,526)	32,904	29.53%	▲
Depreciation		(2,297,086)	(957,015)	0	957,015	100.00%	▲
Finance costs		(65,317)	(19,763)	(11,507)	8,256	41.77%	
Insurance expenses		(228,961)	(228,936)	(237,213)	(8,277)	(3.62%)	
Other expenditure		(125,302)	(48,100)	(17,558)	30,542	63.50%	▲
Loss on disposal of assets	7	(64,405)	(24,640)	(15,568)	9,072	36.82%	
		(9,961,027)	(4,301,779)	(2,170,480)	2,131,299	(49.54%)	
Non-cash amounts excluded from operating activities	1(a)	2,349,449	977,065	15,568	(961,497)	(98.41%)	▼
Amount attributable to operating activities		96,096	1,002,856	2,169,528	1,166,672	116.33%	
INVESTING ACTIVITIES							
Inflows from investing activities							
Proceeds from capital grants, subsidies and contributions	14	3,508,256	1,179,534	347,247	(832,287)	(70.56%)	▼
Proceeds from disposal of assets	7	260,000	108,330	64,545	(43,785)	(40.42%)	▼
Proceeds from financial assets at amortised cost - self supporting loans	9	29,967	14,983	14,728	(255)	(1.70%)	
		3,798,223	1,302,847	426,520	(876,327)	(67.26%)	
Outflows from investing activities							
Payments for inventories, property, plant and equipment and infrastructure	8	(9,027,010)	(2,978,065)	(1,449,558)	1,528,507	51.33%	▲
		(9,027,010)	(2,978,065)	(1,449,558)	1,528,507	(51.33%)	▲
Amount attributable to investing activities		(5,228,787)	(1,675,218)	(1,023,039)	652,179	(38.93%)	▲
FINANCING ACTIVITIES							
Inflows from financing activities							
Proceeds from new debentures	9	600,000	600,000	600,000	0	0.00%	
Transfer from reserves	11	4,377,069	0	0	0	0.00%	
		4,977,069	600,000	600,000	0	0.00%	
Outflows from financing activities							
Repayment of borrowings	9	(210,570)	(101,220)	(79,627)	21,593	21.33%	▲
Payments for principal portion of lease liabilities	10	(1,568)	(1,568)	(1,568)	(0)	(0.01%)	
Transfer to reserves	11	(1,446,331)	0	0	0	0.00%	
		(1,658,469)	(102,788)	(81,195)	21,593	(21.01%)	▲
Amount attributable to financing activities		3,318,600	497,212	518,805	21,593	4.34%	
MOVEMENT IN SURPLUS OR DEFICIT							
Net current assets at start of financial year - surplus/(deficit)	1(c)	1,814,091	1,814,091	1,892,153	78,062	4.30%	
Amount attributable to operating activities		96,096	1,002,856	2,169,528	1,166,672	116.33%	
Amount attributable to investing activities		(5,228,787)	(1,675,218)	(1,023,039)	652,179	(38.93%)	▲
Amount attributable to financing activities		3,318,600	497,212	518,805	21,593	4.34%	
Net current assets at end of financial year - surplus/(deficit)	1(c)	0	1,638,941	3,557,448	1,918,507	(117.06%)	▲

KEY INFORMATION

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

Refer to Note 17 for an explanation of the reasons for the variance.

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

Shire operations as disclosed in these financial statements encompass the following service orientated activities/programs.

PROGRAM NAME AND OBJECTIVES	ACTIVITIES
GOVERNANCE To provide a decision making process for the efficient allocation of scarce resources.	Administration and operations of facilities and services to members of Council. Other costs that relate to the tasks of assisting elected members and ratepayers on matters which do not concern specific council services.
GENERAL PURPOSE FUNDING To collect revenue to allow for the provision of services.	Rates, general purpose grants and interest revenue.
LAW, ORDER, PUBLIC SAFETY To provide services to help ensure a safer community.	Supervision of various by-laws, fire prevention, emergency services and animal control.
HEALTH To provide an operational framework for good community health.	Inspection of food outlets and their control, provision of meat inspection services, noise control and waste disposal compliance.
EDUCATION AND WELFARE The Shire of Brookton provides low cost housing and Seniors accommodation units.	Support and provide assistance to senior citizens and other voluntary services.
HOUSING Provision and maintenance of rental housing to staff and non-staff tenants.	Provision and maintenance of rental housing to staff and non-staff tenants.
COMMUNITY AMENITIES Provision and maintenance of a sewerage overflow system; street; household and commercial refuse collection; refuse disposal site; administration of a town planning scheme; public conveniences and Brookton cemetery.	Rubbish collection services, operation of rubbish disposal sites, litter control, construction and maintenance of urban storm water drains, protection of the environment and administration of town planning scheme, cemetery and public conveniences
RECREATION AND CULTURE To establish and manage efficiently infrastructure and resources which will help the social well being of the community.	Maintenance of halls, aquatic centre, recreation centre and reserves, parks and gardens, library service, cultural and heritage services and facilities.
TRANSPORT Construction and maintenance of RAV network including traffic signs, footpaths, bridges, culverts and other drains, street cleaning and lighting of streets. Townscape projects and the maintenance of a works depot.	Construction and maintenance of roads, streets, footpaths, depots, cycle ways, parking facilities and traffic control. Cleaning of streets and maintenance of street trees, street lighting etc.
ECONOMIC SERVICES Tourism and promotion of Brookton, operation of Brookton Caravan Park, Brookton Community Resource Centre, building control and land care development of the Brookton district.	Tourism and area promotion including the maintenance and operation of a caravan park. Provision of rural services including weed control, vermin control and stand pipes. Building control.
OTHER PROPERTY AND SERVICES Private works and indirect cost allocation pools for plant operation and public works.	Private works operations, public works operation, plant operation costs, gross salaries and wages.

	Note	Adopted Annual Budget	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var. ▲▼	Significant Var. \$
		\$	\$	\$	\$	%		
OPERATING ACTIVITIES								
Revenue from operating activities								
Governance		6,034	4,415	14,940	10,525	238.39%	▲	\$
General Purpose Funding - Rates	6	2,874,905	2,874,905	2,872,059	(2,846)	(0.10%)	▼	
General Purpose Funding - Other		964,796	170,940	347,736	176,796	103.43%	▲	\$
Law, Order and Public Safety		609,420	217,522	78,976	(138,546)	(63.69%)	▼	\$
Health		300	125	444	319	254.91%	▲	
Education and Welfare		57,700	24,040	30,086	6,046	25.15%	▲	
Housing		98,687	41,115	42,278	1,163	2.83%	▲	
Community Amenities		501,902	489,472	498,358	8,886	1.82%	▲	
Recreation and Culture		34,133	13,528	29,342	15,814	116.90%	▲	\$
Transport		2,114,406	324,578	133,184	(191,394)	(58.97%)	▼	\$
Economic Services		414,791	150,980	222,173	71,193	47.15%	▲	\$
Other Property and Services		30,600	15,950	54,864	38,914	243.97%	▲	\$
		7,707,674	4,327,570	4,324,440	(3,130)	(0.07%)	▼	
Expenditure from operating activities								
Governance		(646,730)	(310,494)	(257,762)	52,732	16.98%	▲	\$
General Purpose Funding		(432,578)	(180,912)	(184,993)	(4,081)	(2.26%)	▼	
Law, Order and Public Safety		(980,658)	(421,135)	(197,486)	223,649	53.11%	▲	\$
Health		(23,316)	(10,092)	(8,705)	1,387	13.74%	▲	
Education and Welfare		(112,939)	(49,702)	(27,336)	22,366	45.00%	▲	\$
Housing		(187,323)	(81,838)	(38,926)	42,912	52.43%	▲	\$
Community Amenities		(708,559)	(285,406)	(233,925)	51,481	18.04%	▲	\$
Recreation and Culture		(1,065,083)	(463,451)	(311,781)	151,670	32.73%	▲	\$
Transport		(4,870,895)	(2,050,411)	(670,253)	1,380,158	67.31%	▲	\$
Economic Services		(878,643)	(362,923)	(321,985)	40,938	11.28%	▲	\$
Other Property and Services		(54,303)	(85,415)	82,673	168,088	196.79%	▲	\$
		(9,961,027)	(4,301,779)	(2,170,480)	2,131,299	49.54%	▲	
Non-cash amounts excluded from operating activities	1(a)	2,349,449	977,065	15,568	(961,497)	(98.41%)	▼	
Amount attributable to operating activities		96,096	1,002,856	2,169,528	1,166,672	116.33%		
INVESTING ACTIVITIES								
Inflows from investing activities								
Proceeds from capital grants, subsidies and contributions	14	3,508,256	1,179,534	347,247	(832,287)	(70.56%)	▼	\$
Proceeds from Disposal of Assets	7	260,000	108,330	64,545	(43,785)	(40.42%)	▼	\$
Proceeds from financial assets at amortised cost - self supporting loans	9	29,967	14,983	14,728	(255)	(1.70%)	▼	
		3,798,223	1,302,847	426,520	(876,327)	(67.26%)	▼	
Outflows from investing activities								
Payments for inventories, property, plant and equipment and infrastructure	8	(9,027,010)	(2,978,065)	(1,449,558)	1,528,507	51.33%	▲	\$
		(9,027,010)	(2,978,065)	(1,449,558)	1,528,507	(51.33%)	▲	
Amount attributable to investing activities		(5,228,787)	(1,675,218)	(1,023,039)	652,179	(38.93%)	▲	
FINANCING ACTIVITIES								
Inflows from financing activities								
Proceeds from New Debentures	9	600,000	600,000	600,000	0	0.00%		
Transfer from Reserves	11	4,377,069	0	0	0			
		4,977,069	600,000	600,000	0	0.00%		
Outflows from financing activities								
Repayment of borrowings	9	(210,570)	(101,220)	(79,627)	21,593	21.33%	▲	\$
Payments for principal portion of lease liabilities	10	(1,568)	(1,568)	(1,568)	(0)	(0.01%)	▼	
Transfer to Reserves	11	(1,446,331)	0	0	0			
		(1,658,469)	(102,788)	(81,195)	21,593	(21.01%)	▲	
Amount attributable to financing activities		3,318,600	497,212	518,805	21,593	4.34%	▲	
MOVEMENT IN SURPLUS OR DEFICIT								
Net current assets at start of financial year - surplus/(deficit)	1	1,814,091	1,814,091	1,892,153	78,062	4.30%	▲	
Amount attributable to operating activities		96,096	1,002,856	2,169,528	1,166,672	116.33%		
Amount attributable to investing activities		(5,228,787)	(1,675,218)	(1,023,039)	652,179	(38.93%)	▲	
Amount attributable to financing activities		3,318,600	497,212	518,805	21,593	4.34%		
Net current assets at end of financial year - surplus/(deficit)	1	0	1,638,941	3,557,448	1,918,507	(117.06%)	▲	
KEY INFORMATION								
▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold.								
Refer to Note 15 for an explanation of the reasons for the variance.								
The material variance adopted by Council for the 2024/25 year is \$10,000 and 10%.								
This statement is to be read in conjunction with the accompanying Financial Statements and notes.								

BASIS OF PREPARATION

The financial report has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and interpretations of the Australian Accounting Standards Board, and the *Local Government Act 1995* and accompanying Regulations.

The *Local Government Act 1995* and accompanying Regulations take precedence over Australian Accounting Standards where they are inconsistent.

The *Local Government (Financial Management) Regulations 1996* specify that vested land is a right-of-use asset to be measured at cost, and is considered a zero cost concessionary lease. All right-of-use assets under zero cost concessionary leases are measured at zero cost rather than at fair value, except for vested improvements on concessionary land leases such as roads, buildings or other infrastructure which continue to be reported at fair value, as opposed to the vested land which is measured at zero cost. The measurement of vested improvements at fair value is a departure from AASB 16 which would have required the Shire to measure any vested improvements at zero cost.

Accounting policies which have been adopted in the preparation of this financial report have been consistently applied unless stated otherwise. Except for cash flow and rate setting information, the financial report has been prepared on the accrual basis and is based on historical costs, modified, where applicable, by the measurement at fair value of selected non-current assets, financial assets and liabilities.

THE LOCAL GOVERNMENT REPORTING ENTITY

All funds through which the Shire controls resources to carry on its functions have been included in the financial statements forming part of this financial report.

All monies held in the Trust Fund are excluded from the financial statements. A separate statement of those monies appears at Note 15 to these financial statements.

SIGNIFICANT ACCOUNTING POLICES

CRITICAL ACCOUNTING ESTIMATES

The preparation of a financial report in conformity with Australian Accounting Standards requires management to make judgements, estimates and assumptions that effect the application of policies and reported amounts of assets and liabilities, income and expenses.

The estimates and associated assumptions are based on historical experience and various other factors believed to be reasonable under the circumstances; the results of which form the basis of making the judgements about carrying values of assets and liabilities not readily apparent from other sources. Actual results may differ from these estimates.

The balances, transactions and disclosures impacted by accounting estimates are as follows:

- estimation of fair values of certain financial assets
- estimation of fair values of fixed assets shown at fair value
- impairment of financial assets

GOODS AND SERVICES TAX

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position. Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

ROUNDING OFF FIGURES

All figures shown in this statement are rounded to the nearest dollar.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 30 November 2024

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024

NOTE 1
STATEMENT OF FINANCIAL ACTIVITY INFORMATION

(a) Non-cash items excluded from operating activities

The following non-cash revenue and expenditure has been excluded from operating activities within the Statement of Financial Activity in accordance with *Financial Management Regulation 32*.

	Notes	Adopted Budget	YTD Budget (a)	YTD Actual (b)
Non-cash items excluded from operating activities				
		\$	\$	\$
Adjustments to operating activities				
Less: Profit on asset disposals	7	(12,042)	(4,590)	0
Add: Loss on asset disposals	7	64,405	24,640	15,568
Add: Depreciation on assets		2,297,086	957,015	0
Total non-cash items excluded from operating activities		2,349,449	977,065	15,568

(b) Adjustments to net current assets in the Statement of Financial Activity

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation*

32 to agree to the surplus/(deficit) after imposition of general rates.

		Adopted Budget Opening 30 June 2024	Last Year Closing 30 June 2024	Year to Date 30 November 2024
Adjustments to net current assets				
Less: Reserves - restricted cash	11	(11,880,663)	(11,880,665)	(11,880,665)
Less: - Financial assets at amortised cost - self supporting loans	4	(29,967)	(29,967)	(15,239)
Add: Borrowings	9	210,570	161,834	106,303
Add: Lease liabilities	10	1,568	1,568	0
Total adjustments to net current assets		(11,698,492)	(11,747,230)	(11,789,602)

(c) Net current assets used in the Statement of Financial Activity

Current assets

Cash and cash equivalents	2	14,503,939	14,728,692	15,924,488
Financial assets at amortised cost	4	29,967	0	0
Rates receivables	3	126,600	105,539	670,599
Receivables	3	109,370	160,262	161,145
Other current assets	4	32,367	77,315	41,456

Less: Current liabilities

Payables	5	(388,358)	(226,525)	(123,775)
Borrowings	9	(151,836)	(161,834)	(106,303)
Contract liabilities	12	(549,668)	(688,741)	(866,804)
Lease liabilities	10	(1,568)	(1,568)	0
Provisions	12	(199,079)	(353,756)	(353,756)

Less: Total adjustments to net current assets	1(b)	(11,698,492)	(11,747,230)	(11,789,602)
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Closing funding surplus / (deficit)		1,813,242	1,892,153	3,557,448
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CURRENT AND NON-CURRENT CLASSIFICATION

In the determination of whether an asset or liability is current or non-current, consideration is given to the time when each asset or liability is expected to be settled. Unless otherwise stated assets or liabilities are classified as current if expected to be settled within the next 12 months, being the Council's operational cycle.

STATEMENT OF FINANCIAL ACTIVITY INFORMATION (ALTERNATE PRESENTATION)

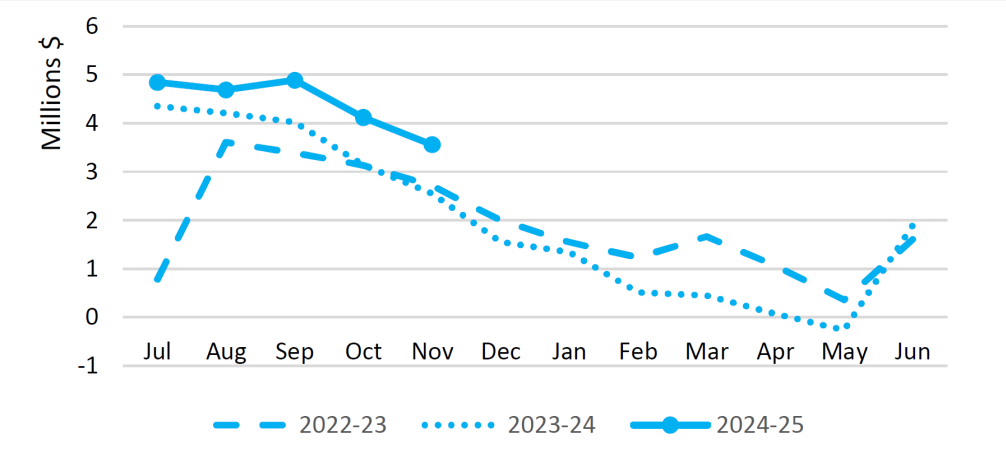
Adjusted Net Current Assets	Note	Last Years Closing 30/06/2024	This Time Last Year 30/11/2023	Year to Date Actual 30/11/2024
		\$	\$	\$
Current Assets				
Cash Unrestricted	2	2,848,027	2,601,049	4,043,823
Cash Restricted - Reserves	2	11,880,665	12,754,601	11,880,665
Receivables - Rates	3	105,539	613,377	670,599
Receivables - Other	3	160,262	395,425	161,145
Other Financial Assets	4	29,967	27,988	15,239
Inventories	4	25,544	33,970	26,217
		15,071,807	16,426,411	16,797,687
Less: Current Liabilities				
Payables	5	(211,045)	(113,753)	(105,813)
Contract Liabilities/Capital Grant and Contribution Liabilities	12	(688,741)	(620,091)	(866,804)
Bonds & Deposits	5	(15,480)	(14,950)	(17,962)
Loan and Lease Liability	9	(163,402)	(77,128)	(106,303)
Provisions	12	(353,756)	(343,905)	(353,756)
		(1,432,424)	(1,169,827)	(1,450,638)
Less: Cash Reserves	11	(11,880,665)	(12,754,601)	(11,880,665)
Add Back: Loan and Lease Liability		163,402	77,128	106,303
Less : Loan Receivable - clubs/institutions		(29,967)	(27,988)	(15,239)
Net Current Funding Position		1,892,153	2,551,122	3,557,448

SIGNIFICANT ACCOUNTING POLICIES

Please see Note 1(a) for information on significant accounting policies relating to Net Current Assets.

KEY INFORMATION

The amount of the adjusted net current assets at the end of the period represents the actual surplus (or deficit if the figure is a negative) as presented on the Rate Setting Statement.



This Year YTD
Surplus(Deficit)
\$3.56 M

Last Year YTD
Surplus(Deficit)
\$2.55 M

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024**

**OPERATING ACTIVITIES
NOTE 2
CASH AND FINANCIAL ASSETS**

Description	Classification	Unrestricted	Restricted	Total Cash	Trust	Institution	Interest Rate	Maturity Date
		\$	\$	\$	\$			
Cash on hand								
Cash Floats	Cash and cash equivalents	450		450		N/A	NIL	On hand
At Call Deposits								
Municipal Cash At Bank	Cash and cash equivalents	271,762		271,762		Bendigo	0.00%	N/A
Municipal Cash At Bank (Cash Management A/C)	Cash and cash equivalents	754,041		754,041		Bendigo	1.25%	N/A
Municipal Term Deposit	Cash and cash equivalents	3,000,000		3,000,000		WATC	4.30%	OCD
Bond Cash At Bank	Cash and cash equivalents	17,570		17,570		Bendigo	0.00%	N/A
Term Deposits								
Reserves Cash At Bank	Cash and cash equivalents		5,000,000	5,000,000		Bendigo	4.20%	20/12/2024
Reserves Cash At Bank	Cash and cash equivalents		4,792,172	4,792,172		WATC	4.56%	20/12/2024
Reserves Cash At Bank	Cash and cash equivalents		2,088,492	2,088,492		WATC	4.52%	20/12/2024
Total		4,043,823	11,880,665	15,924,488	0			
Comprising								
Cash and cash equivalents		4,043,823	11,880,665	15,924,488	0			
		4,043,823	11,880,665	15,924,488	0			

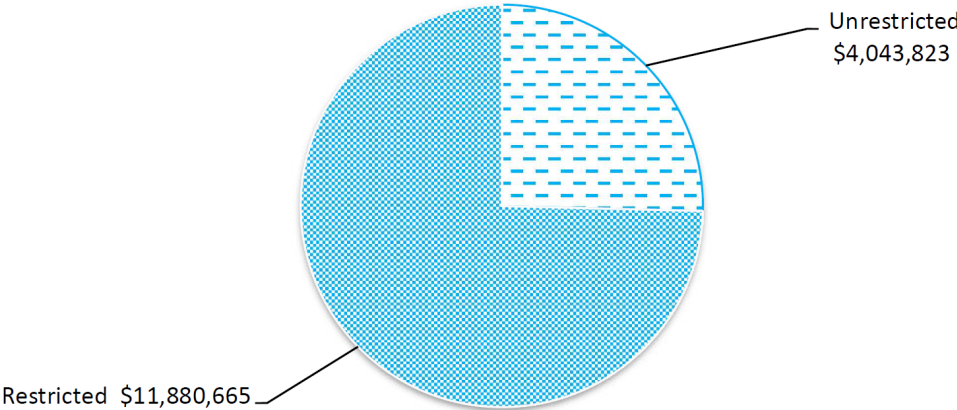
KEY INFORMATION

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

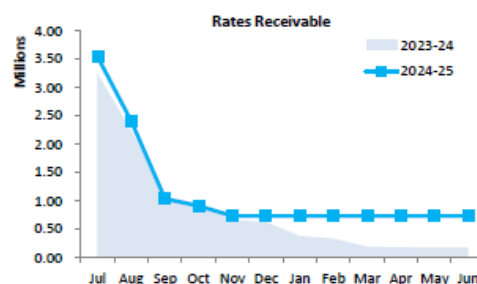
The local government classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

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



Rates receivable	30 Jun 2024	30 Nov 2024
	\$	\$
Opening arrears previous years	155,777	167,905
Levied this year	3,140,401	3,353,678
Less - collections to date	(3,128,273)	(2,788,618)
Gross rates collectable	167,905	732,965
Net rates collectable	167,905	732,965
% Collected	94.9%	79.2%



Receivables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Receivables - general	0	34,017	1,716	867	22,018	58,617
Percentage	0.0%	58%	2.9%	1.5%	37.6%	
Balance per trial balance						
Sundry receivable						58,617
GST receivable						32,468
Other Receivables						16,288
Receivable - Employee Related Provisions - Current						53,772
Total receivables general outstanding						161,145

Amounts shown above include GST (where applicable)

KEY INFORMATION

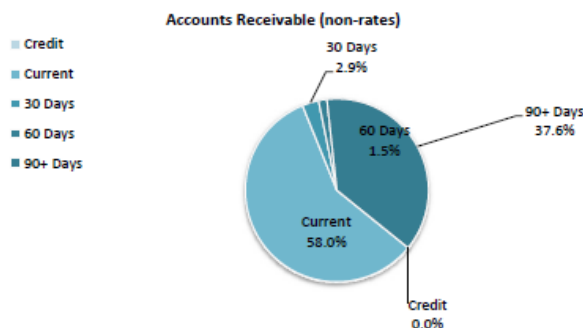
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

Trade receivables are recognised at original invoice amount less any allowances for uncollectable amounts (i.e. impairment). The carrying amount of net trade receivables is equivalent to fair value as it is due for settlement within 30 days.

Classification and subsequent measurement

Receivables which are generally due for settlement within 30 days except rates receivables which are expected to be collected within 12 months are classified as current assets. All other receivables such as, deferred pensioner rates receivable after the end of the reporting period are classified as non-current assets.

Trade and other receivables are held with the objective to collect the contractual cashflows and therefore the Shire measures them subsequently at amortised cost using the effective interest rate method.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024

OPERATING ACTIVITIES
NOTE 4
OTHER CURRENT ASSETS

	Opening Balance 1 July 2024	Asset Increase	Asset Reduction	Closing Balance 30 November 2024
Other current assets	\$	\$	\$	\$
Other financial assets at amortised cost				
Financial assets at amortised cost - self supporting loans	29,967	0	(14,728)	15,239
Inventory				
Fuel and materials (including gravel)	25,544	673	0	26,217
Accrued income/prepayments	21,804	0	(21,804)	0
Total other current assets	77,315	673	(36,532)	41,456
Amounts shown above include GST (where applicable)				

KEY INFORMATION

Other financial assets at amortised cost

The Shire classifies financial assets at amortised cost if both of the following criteria are met:

- the asset is held within a business model whose objective is to collect the contractual cashflows, and
- the contractual terms give rise to cash flows that are solely payments of principal and interest.

Inventory

Inventories are measured at the lower of cost and net realisable value.

Net realisable value is the estimated selling price in the ordinary course of business less the estimated costs of completion and the estimated costs necessary to make the sale.

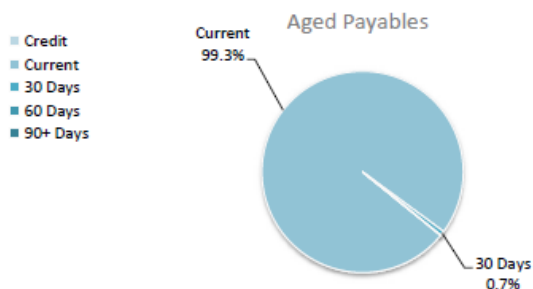
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024

OPERATING ACTIVITIES
NOTE 5
PAYABLES

Payables - general	Credit	Current	30 Days	60 Days	90+ Days	Total
	\$	\$	\$	\$	\$	\$
Payables - general	0	32,035	231	0	0	32,266
Percentage	0%	99.3%	0.7%	0%	0%	
Balance per trial balance						
Sundry creditors						32,266
Other creditors						53,798
Bonds and deposits held						17,962
Prepaid (Excess) Rates						19,749
Total payables general outstanding						123,775
Amounts shown above include GST (where applicable)						

KEY INFORMATION

Trade and other payables represent liabilities for goods and services provided to the Shire prior to the end of the period that are unpaid and arise when the Shire becomes obliged to make future payments in respect of the purchase of these goods and services. The amounts are unsecured, are recognised as a current liability and are normally paid within 30 days of recognition. The carrying amounts of trade and other payables are considered to be the same as their fair values, due to their short-term nature.



NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024

OPERATING ACTIVITIES
NOTE 6
RATE REVENUE

General rate revenue	Budget							YTD Actual			
	Rate in \$ (cents)	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE				\$	\$	\$	\$	\$	\$	\$	\$
Gross rental value											
Residential	0.10550	250	2,986,366	315,062	0	0	315,062	315,062	0	0	315,062
Industrial	0.10550	5	78,870	8,321	0	0	8,321	8,321	0	0	8,321
Commercial	0.10550	19	641,536	67,682	0	0	67,682	67,682	0	0	67,682
GRV	0.10550	2	392,500	41,409	0	0	41,409	41,409	0	0	41,409
Unimproved value											
Unimproved	0.00604	201	337,966,003	2,042,667	0	0	2,042,667	2,042,667	(3,138)	(550)	2,038,979
Non Rateable											
Sub-Total		477	342,065,275	2,475,141	0	0	2,475,141	2,475,140	(3,138)	(550)	2,471,452
Minimum payment	Minimum \$										
Gross rental value											
Residential	939	66	184,411	61,974	0	0	61,974	61,974	0	0	61,974
Industrial	939	2	9,280	1,878	0	0	1,878	1,878	0	0	1,878
Commercial	939	11	60,396	10,329	0	0	10,329	10,329	0	0	10,329
GRV	939	2	7,825	1,878	0	0	1,878	1,878	0	0	1,878
Unimproved value											
Unimproved	1,569	178	24,594,994	279,282	0	0	279,282	279,282			279,282
Sub-total		259	24,856,906	355,341	0	0	355,341	355,341	0	0	355,341
		736	366,922,181	2,830,482	0	0	2,830,482	2,830,481	(3,138)	(550)	2,826,793
Discount							-1,300				(457)
Amount from general rates							2,829,182				2,826,336
Ex-gratia rates (CBH)	Tonnage	2		45,723	0	0	45,723	45,723	0	0	45,723
Total general rates							2,874,905				2,872,059
Total		736					2,874,905				2,872,059

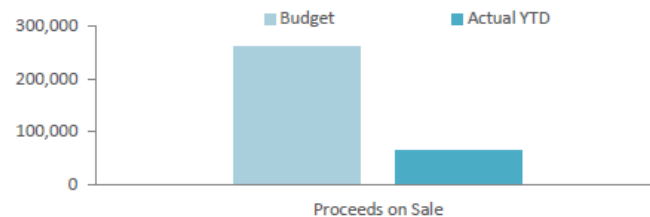
KEY INFORMATION

Prepaid rates are, until the taxable event for the rates has occurred, refundable at the request of the ratepayer. Rates received in advance give rise to a financial liability. On 1 July 2024 the prepaid rates were recognised as a financial asset and a related amount was recognised as a financial liability and no income was recognised. When the taxable event occurs the financial liability is extinguished and income recognised for the prepaid rates that have not been refunded.

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024

OPERATING ACTIVITIES
NOTE 7
DISPOSAL OF ASSETS

Asset Ref.	Asset description	Budget				YTD Actual			
		Net Book	Proceeds	Profit	(Loss)	Net Book	Proceeds	Profit	(Loss)
		Value				Value			
		\$	\$	\$	\$	\$	\$	\$	\$
	Plant and equipment								
	Governance								
PAV5	2021 Mazda Cx-30 G25 - 1B0	23,976	25,000	1,024	0	27,731	19,091	0	(8,640)
	Law, order, public safety								
PU35	Mitsubishi Mr4W47 2019 Triton Ute	30,267	25,000	0	(5,267)	0	0	0	0
	Transport								
PU36	2020 MR MITSUBISHI TRITON GLX- R 4X4 DUAL CAB	23,414	25,000	1,586	0	25,729	24,545	0	(1,184)
PU37	2014 FOTON TUNLAND UTE	5,590	5,000	0	(590)	0	0	0	0
PU34	2020 MITSUBISHI MR4T40 TRITON DUAL CAB UTE	25,959	25,000	0	(959)	0	0	0	0
PU118	2020 MR4W47 MITSUBISHI TRITON 4X4 GLX	25,929	25,000	0	(929)	26,653	20,909	0	(5,744)
PBH4	2012 CASE 581PC5 BACKHOE - BO5418	58,058	35,000	0	(23,058)	0	0	0	0
PR8	2012 BOMAG BW25RH MULTI WHEEL ROLLER-1DUK617	48,429	50,000	1,571	0	0	0	0	0
PR10	E TYRE ROLLER ET002	21,801	5,000	0	(16,801)	0	0	0	0
PR11	E TYRE ROLLER ET003	21,801	5,000	0	(16,801)	0	0	0	0
PMUL	DEBRIS BILLY GOAT MOUNTED MULCHER	8,679	15,000	6,321	0	0	0	0	0
PPT12	CHIPPER/MULCHER - HANSA C27	18,460	20,000	1,540	0	0	0	0	0
		312,363	260,000	12,042	(64,405)	80,113	64,545	0	(15,568)



Capital acquisitions	Adopted Budget	YTD Budget	YTD Actual	YTD Actual Variance
	\$	\$	\$	\$
Buildings	4,252,494	1,560,823	444,145	(1,116,678)
Furniture and equipment	65,356	50,445	22,067	(28,378)
Plant and equipment	747,487	329,484	433,566	104,082
Bushfire equipment	0	0	10,660	10,660
Infrastructure - roads	3,201,621	703,638	278,717	(424,921)
Infrastructure - parks and gardens	60,000	24,995	0	(24,995)
Infrastructure - sewerage	700,052	291,680	244,653	(47,027)
Infrastructure - water	0	17,000	15,750	(1,250)
Payments for Capital Acquisitions	9,027,010	2,978,065	1,449,558	(1,528,507)
Capital Acquisitions Funded By:				
	\$	\$	\$	\$
Capital grants and contributions	3,508,256	1,174,023	347,247	(826,776)
Borrowings	600,000	600,000	600,000	0
Other (disposals & C/Fwd)	260,000	108,330	64,545	(43,785)
Plant and Vehicle Reserve	700,000	0	0	0
Furniture & Equipment Reserve	104,356	0	0	0
Sewerage Scheme Reserve	157,645	0	0	0
Brookton Community Resource Centre Reserve	10,000	0	0	0
Building and Facility Reserve	1,006,452	0	0	0
Infrastructure Reserve	355,916	0	0	0
Innovations & Development Reserve	2,042,700	0	0	0
Contribution - operations	281,685	1,095,712	437,766	(657,946)
Capital funding total	9,027,010	2,978,065	1,449,558	(1,528,507)

SIGNIFICANT ACCOUNTING POLICIES

Each class of fixed assets within either plant and equipment or infrastructure, is carried at cost or fair value as indicated less, where applicable, any accumulated depreciation and impairment losses.

Assets for which the fair value as at the date of acquisition is under \$5,000 are not recognised as an asset in accordance with *Financial Management Regulation 17A (5)*. These assets are expensed immediately.

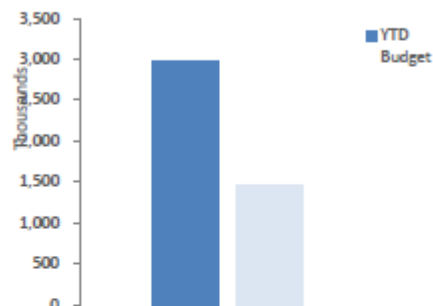
Where multiple individual low value assets are purchased together as part of a larger asset or collectively forming a larger asset exceeding the threshold, the individual assets are recognised as one asset and capitalised.

Initial recognition and measurement for assets held at cost
Plant and equipment including furniture and equipment is recognised at cost on acquisition in accordance with *Financial Management Regulation 17A*. Where acquired at no cost the asset is initially recognise at fair value. Assets held at cost are depreciated and assessed for impairment annually.

Initial recognition and measurement between mandatory revaluation dates for assets held at fair value

In relation to this initial measurement, cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at zero cost or otherwise significantly less than fair value, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the Shire includes the cost of all materials used in construction, direct labour on the project and an appropriate proportion of variable and fixed overheads.

Payments for Capital Acquisitions



Capital expenditure total										
Level of completion indicators										
<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>	0%	}	Percentage Year to Date Actual to Annual Budget expenditure where the expenditure over budget highlighted in red.	Level of completion indicator, please see table at the end of this note for further detail.	Adopted			Variance		
Account Number	Job Number				Balance Sheet Category	Account/Job Description	Budget	YTD Budget	YTD Actual	(Under)/Over
					\$	\$	\$	\$		
Buildings										
E042510	ADMINCAP				9230	ADMINISTRATION OFFICE - CHAMBERS & ADMINISTRATION	(30,000)	(12,500)	0	(12,500)
Total - Governance					(30,000)	(12,500)	0	(12,500)		
E054510	EBSHEDCAP				9230	EAST BROOKTON BFB SHED	(770,709)	(321,125)	(227,504)	(93,621)
E054510	WBSHEDCAP	9230	WEST BROOKTON BFB - APPLIANCE BAY FACILITY AND AMEI	(239,932)	(99,970)	(173,475)	73,505			
Total - Law, Order & Public Safety				(1,010,641)	(421,095)	(400,980)	(20,115)			
Housing										
E092510	RLANDCAP	9230	PURCHASE ADDITIONAL RESIDENTIAL LAND - STOCK	(45,000)	(18,750)	0	(18,750)			
Total - Housing				(45,000)	(18,750)	0	(18,750)			
Recreation And Culture										
E111510		9230	PURCHASE BUILDINGS	(25,000)	(10,415)	0	(10,415)			
E111511	MHALLSFC	9230	MEMORIAL HALL RENEWALS	(755,303)	(314,705)	0	(314,705)			
E112510	POOLCAP	9230	POOL - CAPITAL	(5,000)	(1,666)	0	(1,666)			
E112510	SHEDCAP	9230	BROOKTON AQUATIC CENTRE STORAGE SHED AND CONCRE	(27,400)	(9,132)	(19,815)	10,683			
E115510	RWSTCAP	9230	RAILWAY STATION BUILDING REFURBISHMENT	(1,838,150)	(765,895)	(21,550)	(744,345)			
Total - Recreation And Culture				(2,650,853)	(1,101,813)	(41,365)	(1,060,448)			
Economic Services										
E132510		9230	PURCHASE BUILDINGS	(6,000)	(2,500)	0	(2,500)			
E136510	INDLCAP	9230	LAND FOR BROOKTON COMMERCIAL/INDUSTRIAL HUB	(500,000)	0	(1,800)	1,800			
E136510	CRCCAP	9230	BROOKTON CRC LAND & BUILDING CAPITAL	(10,000)	(4,165)	0	(4,165)			
Total - Economic Services				(516,000)	(6,665)	(1,800)	(4,865)			
Total - Buildings				(4,252,494)	(1,560,823)	(444,145)	(1,116,678)			
Plant & Equipment										
Governance										
E042532		9234	ADMIN PURCHASE DCEO VEHICLE	(50,000)	(50,000)	(50,428)	428			
Total - Governance				(50,000)	(50,000)	(50,428)	428			
Law, Order & Public Safety										
E055530		9234	PURCHASE PLANT & EQUIPMENT - BRMP & CESM	(93,487)	(93,487)	0	(93,487)			
E054000	CCTV	9234	TOWN CCTV INSTALLTION - SECURITY & SAFETY	(9,000)	(3,750)	(6,671)	2,921			
E054530		9236	BUSHFIRE PURCHASE PLANT & EQUIPMENT	0	0	(10,660)	10,660			
Total - Law, Order & Public Safety				(102,487)	(97,237)	(17,331)	(79,906)			
Recreation & Culture										
E112530		9234	PURCHASE PLANT & EQUIPMENT	(28,000)	(9,332)	0	(9,332)			
Total - Recreation & Culture				(28,000)	(9,332)	0	(9,332)			
Other Property & Services										
E142530		9234	PURCHASE PLANT & EQUIPMENT	(7,000)	(2,915)	0	(2,915)			
Total - Other Property & Services				(7,000)	(2,915)	0	(2,915)			
E143530	LIGHTV1	9234	PURCHASE P&E - REPLACEMENT PU36 2020 MR	(50,000)	(50,000)	(49,238)	(762)			
E143530	LIGHTV3	9234	PURCHASE P&E - REPLACEMENT 2014 FOTON TUNLAND	(30,000)	(30,000)	0	(30,000)			
Total - Plant & Equipment				(747,487)	(329,484)	(444,226)	114,742			
Furniture & Equipment										
Governance										
E042520	ELECCAP	9232	CAPEX - ELECTRONIC EQUIPMENT	(13,056)	(5,440)	(14,016)	8,576			
E042520	COMPCAP	9232	INTEGRITY ATTAIN SOFTWARE - COMPLIANCE RECORDS	(12,500)	(5,205)	0	(5,205)			
E042520	SERVCAP	9232	ADMIN SERVER UPGRADE	0	0	(8,051)	8,051			
Total - Governance				(25,556)	(10,645)	(22,067)	11,422			
Recreation & Culture										
E111520		9232	PURCHASE FURNITURE & EQUIPMENT	(39,800)	(39,800)	0	(39,800)			
Total - Recreation & Culture				(39,800)	(39,800)	0	(39,800)			
Total - Furniture & Equipment				(65,356)	(50,445)	(22,067)	(28,378)			
Infrastructure - Roads										
Transport										
E121555	YORKRRG	9250	YORK-WILLIAMS ROAD	(592,662)	(592,660)	(2,850)	(589,810)			
E121560	DAVIR2R	9250	DAVIS ROAD R2R	(109,563)	(109,562)	(74,199)	(35,363)			
E121560	MATTR2R	9250	MATTINGLY ROAD R2R	(109,563)	0	0	0			
E121560	MATCR2R	9250	MATTINGLY ROAD CULVERT R2R	(60,024)	0	0	0			
E121560	STKWR2R	9250	SOUTH KWEDA ROAD R2R	(105,635)	0	(72,425)	72,425			
E121565	TILLSFC	9250	TILLER STREET - CAPITAL WORKS	(45,000)	0	0	0			
E121565	BODESFC	9250	BODEY STREET - CAPITAL WORKS	(5,520)	(1,416)	0	(1,416)			
E121565	WOODSFC	9250	WOODS LOOP ROAD CAPITAL WORKS	(110,349)	0	(36,500)	36,500			
E121565	MATRSFC	9250	MATTINGLY ROAD CAPITAL WORKS	(37,000)	0	0	0			
Total - Transport				(3,201,621)	(703,638)	(278,717)	(521,621)			
Total - Infrastructure - Roads				(3,201,621)	(703,638)	(278,717)	(521,621)			
Infrastructure - Sewerage										
Community Amenities										
E102541	SEWPIPE	9254	SEWERAGE PIPE RELINING/UPGRADE	(542,407)	(226,000)	(236,153)	10,153			
E102540	SEWEFE	9254	BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - FENCE	(17,445)	(7,265)	(8,500)	1,235			
E102540	SEWEDS	9254	BROOKTON WASTEWATER (EFFLUENT) OXIDATION POND - DESLUDGING	(140,200)	(58,415)	0	(58,415)			
Total - Community Amenities				(700,052)	(291,680)	(244,653)	(47,027)			
Total - Infrastructure - Sewerage				(700,052)	(291,680)	(244,653)	(47,027)			
Infrastructure - Water										
Community Amenities										
E107541	HVCAP03	9262	HAPPY VALLEY BORE PUMP	0	(17,000)	(15,750)	(1,250)			
Total - Infrastructure - Water				0	(17,000)	(15,750)	(1,250)			
Infrastructure - Parks & Gardens										
Recreation And Culture										
E113531	BCOUCAP	9256	BASKETBALL COURT (HALF SIZE)	(20,000)	(8,330)	0	(8,330)			
E113531	ELEBCAP	9256	ELECTRONIC SIGNAGE BOARD	(40,000)	(16,665)	0	(16,665)			
Total - Recreation And Culture				(60,000)	(24,995)	0	(24,995)			
Total - Infrastructure - Parks & Gardens				(60,000)	(24,995)	0	(24,995)			
Grand Total				(9,027,010)	(2,978,065)	(1,449,558)	(1,625,207)			

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024

FINANCING ACTIVITIES
NOTE 9
BORROWINGS

Repayments - borrowings

Information on borrowings			New Loans			Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Loan No.	1 July 2024	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Education and welfare														
Kalkarni Residency (20%)	80	23,593	0	0	0	(5,655)	(11,469)	(11,469)	17,938	12,124	12,124	(113)	(1,356)	(1,356)
Housing														
Staff Housing (33%)	80	38,929	0	0	0	(9,331)	(18,924)	(18,924)	29,598	20,005	20,005	(187)	(2,238)	(2,238)
Community amenities														
Sewerage (14%)	80	16,515	0	0	0	(3,959)	(8,029)	(8,029)	12,557	8,486	8,486	(79)	(949)	(949)
Effluent Loan	83	0	600,000	600,000	600,000	0	(48,736)	(48,736)	600,000	551,264	551,264	0	(28,933)	(28,933)
Recreation and culture														
Sport & Recreation	81	284,694		0	0	(36,624)	(74,520)	(74,520)	248,070	210,174	210,174	(8,877)	(20,674)	(20,674)
Other property and services														
Grader (33%)	80	38,929	0	0	0	(9,331)	(18,925)	(18,925)	29,598	20,004	20,004	(187)	(2,238)	(2,238)
		402,661	600,000	600,000	600,000	(64,899)	(180,603)	(180,603)	937,762	822,058	822,058	(9,443)	(56,388)	(56,388)
Self supporting loans														
General purpose funding														
Country Club	82	114,485		0	0	(14,728)	(29,967)	(29,967)	99,758	84,518	84,518	(1,451)	(8,315)	(8,315)
		114,485	0	0	0	(14,728)	(29,967)	(29,967)	99,758	84,518	84,518	(1,451)	(8,315)	(8,315)
Total		517,147	600,000	600,000	600,000	(79,627)	(210,570)	(210,570)	1,037,520	906,577	906,577	(10,894)	(64,703)	(64,703)
Current borrowings		161,834							106,303					
Non-current borrowings		355,313							931,217					
		517,147							1,037,520					

All debenture repayments were financed by general purpose revenue.
Self supporting loans are financed by repayments from third parties.

New borrowings 2024-25

Particulars	Amount Borrowed Actual	Amount Borrowed Budget	Institution	Loan Type	Term Years	Total Interest & Charges	Interest Rate	Amount (Used)		Balance Unspent
	\$	\$						Actual	Budget	
Effluent Loan	600,000	600,000	WATC	Debenture	10	152,064	4.49	236,153	(600,000)	363,847
	600,000	600,000				152,064		236,153	(600,000)	363,847

The Shire has no unspent debenture funds as at 30th June 2024, nor is it expected to have unspent funds as at 30th June 2025.

KEY INFORMATION

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

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024

FINANCING ACTIVITIES

NOTE 10

LEASE LIABILITIES

Movement in carrying amounts

Information on leases		New Leases				Principal Repayments			Principal Outstanding			Interest Repayments		
Particulars	Lease No.	1 July 2024	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget	Actual	Adopted Budget	Amended Budget
		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Community amenities														
Re-Use Water Dam	LE-03	19,037	0	0	0	(1,568)	(1,568)	(1,568)	17,469	17,469	17,469	(614)	(614)	(614)
Total		19,037	0	0	0	(1,568)	(1,568)	(1,568)	17,469	17,469	17,469	(614)	(614)	(614)
Current lease liabilities		1,568							0					
Non-current lease liabilities		17,469							17,469					
		19,037							17,469					

All lease repayments were financed by general purpose revenue.

KEY INFORMATION

At inception of a contract, the Shire assesses if the contract contains or is a lease. A contract is or contains a lease, if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. At the commencement date, a right of use asset is recognised at cost and lease liability at the present value of the lease payments that are not paid at that date. The lease payments are discounted using that date. The lease payments are discounted using the interest rate implicit in the lease, if that rate can be readily determined. If that rate cannot be readily determined, the Shire uses its incremental borrowing rate.

All contracts classified as short-term leases (i.e. a lease with a remaining term of 12 months or less) and leases of low value assets are recognised as an operating expense on a straight-line basis over the term of the lease.

Reserve accounts

Reserve name	Opening Balance	Budget Interest Earned	Actual Interest Earned	Budget Transfers In (+)	Actual Transfers In (+)	Budget Transfers Out (-)	Actual Transfers Out (-)	Budget Closing Balance	Actual YTD Closing Balance
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Furniture & Equipment Reserve	115,326	3,087	0	97,000	0	(104,356)	0	111,057	115,326
Leave Reserve	152,717	4,088	0	0	0	0	0	156,805	152,717
Sewerage Scheme Reserve	518,155	13,869	0	19,625	0	(157,645)	0	394,004	518,155
Plant and Vehicle Reserve	616,660	16,506	0	625,000	0	(700,000)	0	558,166	616,660
Madison Square Units Reserve	33,945	909	0	297	0	0	0	35,151	33,945
Brookton Community Resource Centre R	231,318	6,191	0	0	0	(10,000)	0	227,509	231,318
Building and Facility Reserve	5,371,134	143,765	0	329,945	0	(1,006,452)	0	4,838,392	5,371,134
Infrastructure Reserve	563,091	15,072	0	0	0	(355,916)	0	222,247	563,091
Waste Reserve	733,151	19,624	0	30,596	0	0	0	783,371	733,151
Aged Housing Reserve	417,078	11,164	0	25,866	0	0	0	454,108	417,078
Innovations & Development Reserve	3,128,088	83,727	0	0	0	(2,042,700)	0	1,169,115	3,128,088
	11,880,665	318,002	0	1,128,329	0	(4,377,069)	0	8,949,927	11,880,665

	Note	Opening Balance 1 July 2024	Liability transferred from/(to) non current	Liability Increase	Liability Reduction	Closing Balance 30 Nov 2024
Other current liabilities		\$		\$	\$	\$
Other liabilities						
- Contract liabilities		5,511	0	189,825	(5,511)	189,825
- Capital grant/contribution liabilities		683,230	0	340,995	(347,247)	676,979
Total other liabilities		688,741	0	530,820	(352,758)	866,804
Employee Related Provisions						
Annual leave		152,915	0	0	0	152,915
Long service leave		167,392	0	0	0	167,392
Provision for long service leave oncosts - Current		12,851	0	0	0	12,851
Provision for annual leave oncosts - Current		20,599	0	0	0	20,599
Total Employee Related Provisions		353,756	0	0	0	353,756
Total other current assets		1,042,497	0	530,820	(352,758)	1,220,560
Amounts shown above include GST (where applicable)						

A breakdown of contract liabilities and associated movements is provided on the following pages at Note 13 and 14

KEY INFORMATION

Provisions

Provisions are recognised when the Shire has a present legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured.

Provisions are measured using the best estimate of the amounts required to settle the obligation at the end of the reporting period.

Employee Related Provisions

Short-term employee benefits

Provision is made for the Shire's obligations for short-term employee benefits. Short-term employee benefits are benefits (other than termination benefits) that are expected to be settled wholly before 12 months after the end of the annual reporting period in which the employees render the related service, including wages, salaries and sick leave. Short-term employee benefits are measured at the (undiscounted) amounts expected to be paid when the obligation is settled.

The Shire's obligations for short-term employee benefits such as wages, salaries and sick leave are recognised as a part of current trade and other payables in the calculation of net current assets.

Other long-term employee benefits

The Shire's obligations for employees' annual leave and long service leave entitlements are recognised as employee related provisions in the statement of financial position.

Long-term employee benefits are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur. The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Contract liabilities

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

Capital grant/contribution liabilities

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024

NOTE 13
GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Unspent grant, subsidies and contributions liability					Grants, subsidies and contributions revenue		
	Liability	Increase	Liability	Liability	Current	Adopted	Adopted	YTD
	1 July 2024	in Liability	Reduction (As revenue)	30 Nov 2024	Liability 30 Nov 2024	Budget Revenue	YTD Budget	Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Governance								
Admin Grants & Subsidies	0	0	0	0	0	0	0	2,919
PW Grants & Subsidies	0	0	0	0	0	0	0	5,000
General purpose funding								
Grants Commission - General (WALGGC)	0	0	0	0	0	147,382	36,845	178,589
Grants Commission - Roads (WALGGC)	0	0	0	0	0	74,074	18,518	10,579
Grants Commission - Bridges (WALGGC)	0	0	0	0	0	374,000	93,500	93,500
Law, order, public safety								
DFES Grant - Fire Mitigation Activity Fund 23/24	5,511	0	(5,511)	0	0	5,511	2,295	0
DFES Grant - Fire Mitigation Activity Fund 24/25	0	175,075	0	175,075	175,075	366,150	152,560	0
DFES Grant - ESL operating Grant	0	0	0	0	0	84,464	21,116	39,464
All West Australians Reducing Emergencies (AWARE)	0	6,750	0	6,750	6,750	7,500	3,125	0
Recreation and culture								
Streets Alive Grant	0	0	0	0	0	0	0	5,000
Transport								
MRWA Direct Grant Funding	0	0	0	0	0	319,988	319,988	132,988
Economic services								
Seniors Week Event	0	0	0	0	0	1,000	1,000	0
Community Events & Programs Revenue	0	0	0	0	0	0	0	734
Community Christmas Party Revenue	0	0	0	0	0	2,000	0	0
Australia Day Celebrations Revenue	0	8,000	0	8,000	8,000	5,000	0	0
Youth Week Event Revenue	0	0	0	0	0	2,000	0	0
Grant Revenue - Stay On Your Feet	0	0	0	0	0	4,376	1,820	4,376
Grant Revenue - Dpird Crc Development Grant	0	0	0	0	0	3,000	1,250	3,000
Grant Revenue - Fitness Initiatives	0	0	0	0	0	5,000	2,080	0
CRC Operating Grant Revenue	0	0	0	0	0	112,000	28,000	59,714
	5,511	189,825	(5,511)	189,825	189,825	1,513,445	682,097	535,862

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024

NOTE 14
CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

Provider	Capital grant/contribution liabilities					Capital grants, subsidies and contributions revenue		
	Liability 1 July 2024	Increase in Liability	Liability Reduction (As revenue)	Liability 30 Nov 2024	Current Liability 30 Nov 2024	Adopted Budget Revenue	Adopted YTD Budget	YTD Revenue Actual
	\$	\$	\$	\$	\$	\$	\$	\$
Capital grants and subsidies								
General purpose funding								
LRCI - Replacement Public Bins - Robinson Road	0	0	0	0	0	4,114	4,114	0
LRCI - Waterless Public Toilet Cemetery	0	0	0	0	0	36,751	36,751	0
LRCI - Robinson Rd Toilets, Upgrade including Planting	0	0	0	0	0	52,954	52,954	0
LRCI 4 - Woods Loop Road	0	28,959	0	28,959	28,959	110,349	27,587	0
LRCI 4 - Mattingly Road	0	0	0	0	0	37,000	9,250	0
LRCI 4 - Railway Station Building Refurbishment	241,680	13,770	0	255,450	255,450	170,522	42,630	0
WBDC - Railway Station Building Refurbishment	0	20,000	0	20,000	20,000	40,000	16,665	0
Law, order, public safety								
DFES Capital Grant Income (West Brookton BFB Shed)	0	0	0	0	0	286,906	119,540	0
Esl Grant - Emergency Services Levy - Capital East Brookton Shed	314,564	0	(227,504)	87,060	87,060	670,709	279,460	227,504
DFES adjustment to value of PF11	0	10,660	(10,660)	0	0	0	0	10,660
WSFN 1 - Dangin-Mears Road - Income - 2022/23	0	0	0	0	0	804,625	201,156	0
WSFN 2 - Dangin-Mears Road - Income - 2023/24	126,986	0	(32,033)	94,953	94,953	514,433	128,608	32,033
Davis Road - R2R Income	0	109,563	(74,199)	35,364	35,364	109,563	27,390	74,199
Mattingly Road - R2R Income	0	0	0	0	0	109,563	27,390	0
South Kweda Road - R2R Income	0	0	0	0	0	60,024	15,006	0
Mattingly Road Culvert - R2R Income	0	0	0	0	0	105,635	26,408	0
York Williams Road Rrg	0	158,043	(2,850)	155,193	155,193	395,108	164,625	2,850
TOTALS	683,230	340,995	(347,247)	676,979	676,979	3,508,256	1,179,534	347,247

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024**

**NOTE 15
BONDS & DEPOSITS AND TRUST FUNDS**

In previous years, bonds and deposits were held as trust monies. They are still reported in this Note but also included in Restricted Cash - Bonds and Deposits and as a current liability in the books of Council.

Trust funds held at balance date which are required by legislation to be credited to the trust fund and which are not included in the financial statements are as follows:

Description	Opening Balance 1 July 2024	Amount Received	Amount Paid	Closing Balance 30 Nov 2024
	\$	\$	\$	\$
Restricted Cash - Bonds and Deposits				
Bus Bonds	2,080	350	(700)	1,730
Facility Hire Bonds	6,830	2,750	(3,000)	6,580
Gym Bonds	6,570	1,470	(630)	7,410
Other Bonds	0	5,350	(3,500)	1,850
Sub-Total	15,480	9,920	(7,830)	17,570
	15,480	9,920	(7,830)	17,570

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024**

**NOTE 16
BUDGET AMENDMENTS**

Amendments to original budget since budget adoption. Surplus/(Deficit)

GL Code	Description	Council Resolution	Classification	Non Cash Adjustment	Increase in Available Cash	Decrease in Available Cash	Amended Budget Running Balance
				\$	\$	\$	\$
	Budget adoption						
OTHMRRM	Rural Road Maintenance	OCM 10.24-07	Operating Expenditure			(17,000)	(17,000)
HVCAP03	Happy Valley Bore Pump	OCM 10.24-07	Capital Expenditure		17,000		0
				0	17,000	(17,000)	0

KEY INFORMATION

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 30 NOVEMBER 2024**

**NOTE 17
EXPLANATION OF MATERIAL VARIANCES**

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date Actual materially.
The material variance adopted by Council for the 2024-25 year is \$10,000 or 10.00% whichever is the greater.

Nature or type	Var. \$	Var. %	Explanation of positive variances		Explanation of negative variances	
			Timing	Permanent	Timing	Permanent
	\$	%				
Revenue from operating activities						
Grants, subsidies and contributions	(146,235)	(21.44%)	▼		Main Roads Special Project funding 2024/25 - Yeo Road Bridge #3143 & DFES Grant Funding - DFES Bushfire Mitigation Works 24/25 not yet received	
Fees and charges	82,375	12.48%	▲	Higher income received than budgeted in the areas - Other Rental Income, Caravan Park, Standpipe usage & Private Works		
Interest revenue	36,647	284.26%	▲	Interest received on Rate instalments & General interest received on investment		
Other revenue	31,518	33.86%	▲	Reimbursements received - LGIS wage reimbursement & Transferred Long Service Leave		
Expenditure from operating activities						
Materials and contracts	1,095,399	61.50%	▲	Budget profiling is the reason for the variance. Will correct as road & building program activity increases		
Utility charges	32,904	29.53%	▲	Budget profiling is the reason for this variance. Water and power charges will increase over the hotter months		
Depreciation	957,015	100.00%	▲	Depreciation is not run for FY 24/25 until after the 23/24 Annual Report is complete		
Other expenditure	30,542	63.50%	▲	Minimal utilisation of Septic Tank Incentive program 24/25. No Community Chest Fund applications received		
Non-cash amounts excluded from operating activities	(961,497)	(98.41%)	▼		Non-cash expense which is added back in the financial statement. The main variance relates to Depreciation not being run YTD	
Investing activities						
Proceeds from capital grants, subsidies and contributions	(832,287)	(70.56%)	▼		Due to Accounting Standard AASB1058 recognition of revenue	
Proceeds from disposal of assets	(43,785)	(40.42%)	▼		PAV5, PU118 & PU36 Trade in value less than expected. Other disposals are yet to be completed	
Payments for inventories, property, plant and equipment and infrastructure	1,528,507	51.33%	▲	The variance relates to Capital projects which have not yet commenced in FY24/25. Infrastructure - Buildings, Sewerage Works, Rural Road & Bridge works		
Financing activities						
Repayment of borrowings	21,593	21.33%	▲	Repayment of Loan 83 budgeted September 24 not due until March 25		

14.12.24.03 ANNUAL FINANCIAL REPORT AND AUDIT REPORT 2023/2024

File No:	FIN007A
Date of Meeting:	19 December 2024
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	Shire of Brookton
Author/s:	Deanne Sweeney – Manager Corporate and Community
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Item:

Council is to consider accepting the Shire of Brookton 2023/2024 Annual Report and set the date to present the 2023/2024 Annual Report to a General Electors Meeting.

Description of Proposal:

The 2023/2024 Annual Report provides a summary of the Shire's performance in relation to finance and governance responsibilities for the 2023/2024 financial year. The draft 2023/2024 Annual Report provided under separate cover as Separate Attachment 14.12.24.03A.

A meeting of the Shire of Brookton's Audit and Risk Committee held on 19 December 2024 endorsed recommendation to Council to approve the 2023/2024 Annual Report, inclusive of the audited financial statements.

Acceptance of the 2023/2024 Annual Report allows Council to set a date for the annual meeting of electors as required by the *Local Government Act 1995*.

Based on the Auditor's opinion the Shire's annual financial statements complies with the *Local Government Act 1995* and the *Local Government (Financial Management) Regulations 1996* and:

- a) gives a true and fair view of the Shire's financial position at 30 June 2024 and of its financial performance and its cash flows for the year ended on that date; and
- b) complies with the Australian Accounting Standards.

With Council adoption of the 2023/2024 Annual Report, staff will undertake local public notice of the availability of the Annual Report and the General Electors Meeting as determined by Council.

The Officer has recommended holding the General Electors Meeting at 7.00pm on Tuesday 4 February 2025 at the Shire of Brookton Council Chambers, 14 White Street Brookton.

No matters were raised by the Auditors as part of the 2024 Final Management Letter as presented in attachment 14.12.24.03B.

Background:

The Office of the Auditor General's audit contractor, Nexia Australia Pty Ltd, conducted the

audit of the Shire of Brookton's financial management functions.

Legislation requires the first draft of the annual financial statements to be provided to the Shire's auditors (OAG) prior to 30 September of each financial year. This is preceded by a request for all relevant information to be provided prior to the auditors attending onsite.

Nexia attended the Shire of Brookton onsite during 7-11 October 2024 with ongoing communication and follow up through to December 2024. The Auditor signed their Shire of Brookton Audit Report on 9 December 2024.

Consultation:

Office of the Auditor General
Nexia Australia Pty Ltd

Statutory Environment:

Local Government Act 1995

5.27. Electors' general meetings

- 1) A general meeting of the electors of a district is to be held once every financial year.
- 2) A general meeting is to be held on a day selected by the local government but not more than 56 days after the local government accepts the annual report for the previous financial year.
- 3) The matters to be discussed at general electors' meetings are to be those prescribed.

5.53 Annual reports

- 1) The local government is to prepare an annual report for each financial year.
- 2) The annual report is to contain —
 - (a) a report from the mayor or president;
 - (b) a report from the CEO;
 - [(c), (d) deleted]
 - (e) an overview of the plan for the future of the district made in accordance with section 5.56, including major initiatives that are proposed to commence or to continue in the next financial year;
 - (f) the financial report for the financial year;
 - (g) such information as may be prescribed in relation to the payments made to employees;
 - (h) the auditor's report for the financial year;
 - (h(a)) a matter on which a report must be made under section 29(2) of the Disability Services Act 1993;
 - (h(b)) details of entries made under section 5.121 during the financial year in the register of complaints, including —
 - (i) the number of complaints recorded in the register of complaints;
 - (ii) how the recorded complaints were dealt with; and
 - (iii) any other details that the regulations may require; and

5.54 Acceptance of annual reports

- 1) Subject to subsection (2), the annual report for a financial year is to be accepted* by the local government no later than 31 December after that financial year.

* Absolute majority required.

- 2) If the auditor's report is not available in time for the annual report for a financial year to be accepted by 31 December after that financial year, the annual report is to be

accepted by the local government no later than 2 months after the auditor's report becomes available.

5.55. Notice of annual reports

The CEO is to give local public notice of the availability of the annual report as soon as practicable after the report has been accepted by the local government.

Relevant Plans and Policy:

There are no plan and policy implications arising from this report.

Financial Implications:

There are no known financial implications upon either the Council's current budget or strategic resource plan.

Risk Assessment:

There is a compliance risk that should the Annual Report not be adopted within the timeframes outlined, Council may be in breach of the *Local Government Act, 1995* and applicable subsidiary legislation. Accordingly, the risk associated with this matter is assessed as 'Medium'.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

This item relates to delivery of core business and services detailed in the Shire of Brookton Strategic Community Plan – June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment:

The 2023/2024 Annual Report was completed in a relatively timely fashion, this is a commendable effort from the Shire of Brookton finance staff.

AUDIT AND RISK COMMITTEE RECOMMENDATION

That Council:

1. pursuant to Sections 5.53 and 5.54 of the Local Government Act 1995, accepts the Shire of Brookton 2023/2024 Annual Report included as Separate Attachment 14.12.24.03A; and
2. receives the Management Letter from the Office of the Auditor General for the Year ended 30 June 2024 included at Attachment 14.12.24.03B.

(Simple majority vote required)

OCM 12.24-08

COUNCIL RESOLUTION

MOVED Cr de Lange SECONDED Cr McCabe

That Council:

1. ***pursuant to Sections 5.53 and 5.54 of the Local Government Act 1995, accepts the Shire of Brookton 2023/2024 Annual Report included as Separate Attachment 14.12.24.03A; and***
2. ***receives the Management Letter from the Office of the Auditor General for the Year ended 30 June 2024 included at Attachment 14.12.24.03B.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil

OFFICER'S RECOMMENDATION

That Council;

1. authorises the Chief Executive Officer to give public notice of the availability of the 2023/2024 Annual Report in accordance with Section 5.55 of the Local Government Act 1995; and
2. holds a General Meeting of Electors on Tuesday 4 February 2025 commencing at 7.00pm at the Shire of Brookton Council Chambers, 14 White Street Brookton.

(Simple majority vote required)

COUNCIL RESOLUTION

MOVED Cr McCabe SECONDED Cr Wallis

That Council;

- 1. authorises the Chief Executive Officer to give public notice of the availability of the 2023/2024 Annual Report in accordance with Section 5.55 of the Local Government Act 1995; and***
- 2. holds a General Meeting of Electors on Tuesday 4 February 2025 commencing at 7.00pm at the Shire of Brookton Council Chambers, 14 White Street Brookton.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil

Attachments

Separate Attachment 14.12.24.03A - Shire of Brookton 2023/2024 Annual Report.

Attachment 14.12.24.03B - Management Letter from Office of Auditor General Year Ending 30 June 2024.

ATTACHMENT

SHIRE OF BROOKTON

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2024

FINDINGS IDENTIFIED DURING THE FINAL AUDIT

INDEX OF FINDINGS	RATING		
	Significant	Moderate	Minor
NO FINDINGS			

KEY TO RATINGS

The Ratings in this management letter are based on the audit team's assessment of risks and concerns with respect to the probability and/or consequence of adverse outcomes if action is not taken. We give consideration to these potential adverse outcomes in the context of both quantitative impact (for example financial loss) and qualitative impact (for example inefficiency, non-compliance, poor service to the public or loss of public confidence).

- Significant** - Those findings where there is potentially a significant risk to the entity should the finding not be addressed by the entity promptly. A significant rating may be reported as a matter of non-compliance in the audit report in the current year, or in a subsequent reporting period if not addressed. However, even if the issue is not likely to impact the audit report, it should be addressed promptly.
- Moderate** - Those findings which are of sufficient concern to warrant action being taken by the entity as soon as practicable.
- Minor** - Those findings that are not of primary concern but still warrant action being taken.

SHIRE OF BROOKTON

PERIOD OF AUDIT: YEAR ENDED 30 JUNE 2024

FINDINGS IDENTIFIED DURING THE FINAL AUDIT

NO FINDINGS DURING THE FINAL AUDIT FOR THE YEAR ENDED 30 JUNE 2024.

14.12.24.04 REQUEST FOR FEE WAIVER – RURAL HEALTH ON BEHALF OF CURTIN UNIVERSITY MEDICAL SCHOOL
--

File No:	PRO023
Date of Meeting:	19 December 2024
Location/Address:	N/A
Name of Applicant:	Rural Health West on behalf of Curtin University Medical School
Name of Owner:	N/A
Author/s:	Deanne Sweeney – Manager Corporate & Community
Authorising Officer:	Deanne Sweeney – Manager Corporate & Community
Declaration of Interest:	The Author and Authorising Officer do not have an interest in this item.
Voting Requirements:	Absolute Majority
Previous Report:	N/A

Summary of Report:

Council is to consider waiving the adopted fee for the hire of the WB Eva Pavilion Community Room (Northern end of Pavilion) for the Rural Health West – Curtin Medical Student Rural Immersion Program 11 – 14 March 2025.

Description of Proposal:

The Rural Health West on behalf of Curtin University Medical School has requested that the Community Room (Northern end of Pavilion) fees be waived, meaning the cost to Council would be \$520.

A copy of the application form is detailed in Attachment 14.12.24.04A.

Background:

The Curtin Medical Student Rural Immersion Program commenced in 2019, the initiative provides second year medical students with the opportunity to experience rural life and healthcare firsthand.

Students participate in a four day placement staying with local families, which helps them understand the unique challenges and rewards of rural healthcare. The program aims to shift student perceptions about rural medicine early in their studies, encouraging them to consider careers in these areas.

The immersion includes visits to the local GP, health services, St John Ambulance and the school, allowing students to gain practical experience and build connections with the community. This hands on approach helps future healthcare professionals appreciate the health and lifestyle of rural communities and the importance of rural medical practice.

The Curtin Medical Student Rural Immersion Program enhances healthcare awareness and community engagement in Brookton by connecting residents with future healthcare professionals. It also provides educational opportunities and fosters long term health benefits, potentially attracting more doctors to rural areas.

Consultation:

Consultation has occurred with the applicant and the BCRCC.

Statutory Environment:

Local Government Act 1995

6.12 Power to defer, grant discounts, waive or write off debts

- (1) Subject to subsection (2) and any other written law, a local government may –
- (a) when adopting the annual budget, grant* a discount or other incentive for the early payment of any amount of money, or
 - (b) waive or grant concessions in relation to any amount of money, or
 - (c) write off any amount of money, which is owed to the local government.

*Absolute majority required

- (2) Subsection (1)(a) and (b) do not apply to an amount of money owing in respect of rates and service charges.
- (3) The grant of a concession under subsection (1)(b) may be subject to any conditions determined by the local government.
- (4) Regulations may prescribe circumstances in which a local government is not to exercise a power under subsection (1) or regulate the exercise of that power.

Relevant Plans and Policy:

Council policy “2.57 Fee Waiver Policy” is relevant to this report.

Financial Implications:

Under the Council’s 2024/2025 Schedule of Fees and Charges, the following applies:

<i>Particulars</i>	<i>Rate</i>	<i>GST</i>	<i>Charge</i>
WB Eva Pavilion – Community Room (Northern end of Pavilion) Flat Daily Rate (6am to 12midnight) @ \$130 per day	\$472.73	\$47.27	\$520.00

The bond of \$250 (no alcohol) or \$500 (with alcohol) for the facility is payable prior to the event.

Risk Assessment:

The risk in relation to this matter is assessed as “Low”.

Consequence	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

This item relates to delivery of core business and services detailed in the Shire of Brookton Strategic Community Plan –June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment:

The application for a fee waiver has been reviewed in accordance with the criteria outlined in policy 2.57 Fee Waiver. The applicant has demonstrated a direct impact on the community through social cohesion, cultural enrichment and community well-being.

Based on these contributions the applicant meets the necessary criteria for a fee waiver.

OFFICER'S RECOMMENDATION

That Council waive the hire fee for hire of the Shire of Brookton WB Eva Pavilion Community Room (Northern end of Pavilion) by Rural Health West on behalf of Curtin University Medical School for the period 11 to 14 March 2025.

(Absolute majority vote required)

OCM 12.24-10**COUNCIL RESOLUTION**

MOVED Cr Copping SECONDED Cr McCabe

That Council waive the hire fee for hire of the Shire of Brookton WB Eva Pavilion Community Room (Northern end of Pavilion) by Rural Health West on behalf of Curtin University Medical School for the period 11 to 14 March 2025.

CARRIED BY ABSOLUTE MAJORITY VOTE 7/0

***For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil***

Attachments

Attachment 14.12.24.04A – Application for Fee Waiver - Immersion Program

Application Form for a Waiver of Fees and Charges



14 White Street
PO Box 42
BROOKTON WA 6306

(08) 9642 1106

mail@brookton.wa.gov.au
www.brookton.wa.gov.au

Applicant/Organisation Details

Applicant/ Organisation name	Rural Health West on behalf of Curtin University Medical School	
Type of organisation		
Contact person		
Contact number		
Email		
Postal Address		
ABN (if applicable)		
Is your organisation an incorporated body? If yes, please attach proof.	Yes	No
Is your organisation a not-for-profit? If yes, please attach proof.	Yes	No
Are you registered for GST?	Yes	No

What is the fee/charge that you are requesting be waived?

Activity/Event Details			
Type of activity/event	Rural Health West & Curtin University Medical student immersion program		
Name of activity/event	Curtin Medical Student Rural Immersion Week 2025 - Brookton		
Activity/event location	Brookton		
Activity/event date/s	Tuesday 11 March - Friday 14 March 2025		
Will revenue be generated as a result of the activity/event?	Yes	Expected revenue	No X
Are all workers associated with the activity or event working in a voluntary capacity?	Yes	No X	% of volunteers
<p>Reason for the request, including the following criteria:</p> <ul style="list-style-type: none"> • Have Community Impact in areas of social cohesion, cultural enrichment, community well-being; • that provide educational opportunities or enhance learning for the community 			
<p>We are requesting in-kind support from the Shire of Brookton to facilitate the Curtin Medical School's Rural Immersion Week, which is a vital initiative that connects medical students with rural communities. This program not only enhances students' learning but also delivers tangible benefits to the Brookton community through health education, cultural exchange, and community engagement.</p> <p>Since its inception in 2019, this program has relied heavily on the incredible support of local communities, including families generously hosting students in their homes. The program allows students to explore rural training opportunities through the Rural Clinical School and learn about future career opportunities in rural Western Australia.</p> <p>At a minimum, this experience provides students with a deeper understanding of rural communities, including their unique facilities, services, and challenges. By immersing themselves in rural life, these future healthcare professionals gain insights into the health needs and lifestyles of rural populations.</p> <p>Social Cohesion: The program fosters meaningful connections between medical students and Brookton residents through workshops, community engagement events, and shared experiences, building stronger ties between the medical field and rural communities.</p> <p>Cultural Enrichment: Students will learn about Brookton's heritage and way of life, while also sharing their perspectives on modern healthcare practices, creating a reciprocal exchange that enriches both the students and the community.</p> <p>Community Well-being: The program allows students to explore career pathways in rural healthcare, fostering a stronger pipeline of future professionals committed to serving rural areas. For the community, the workshops and engagement activities provide accessible learning opportunities that empower residents with health knowledge and awareness, ensuring long-term benefits for Brookton.</p> <p>This program could not succeed without the incredible support of local families and communities. The in-kind support we are requesting from the Shire of Brookton will ensure the continuation of this impactful initiative, allowing students and residents to mutually benefit from this meaningful exchange.</p> <p>Thank you for considering our application to support this invaluable program.</p>			

Authorisation Details	
I confirm I am authorised to apply for this fee waiver on behalf of the organisation:	
Name	Tallulah Sargon
Signature	<i>Tallulahsargon</i>
Position	Rural Health West GP Workforce Consultant
I confirm that all the information contained within the application is true and correct and submit this application for a Waiver of Fees and Charges to be considered for approval.	
Date	28/11/2024

Application Checklist

- ☐ Application Signed
- ☐ Incorporated Body Documentation
- ☐ Not-for-profit Documentation

Application Assistance

Before submitting your application, please review the criteria outlined in X.XX Fee Waiver Policy. If you need additional information or assistance with your application form, please contact:

The Shire of Brookton Administration Office

Email: mail@brookton.wa.gov.au

Phone: 08 96421106

Submitting Your Application

Application must be submitted by completing an application form.

Completed applications can be submitted via one of the following methods:

Email: mail@brookton.wa.gov.au

Mail or deliver: Shire of Brookton

14 White Street (PO Box 42), Brookton WA 6306

Shire Office Use Only	
Requires a decision of an absolute majority of the council	Yes No
Approved:	If no, reason application was declined:
Yes No	
Total fee/s to be waived	
Details of fee/s to be waived	
Total invoice to be issued	
Correspondence issued to applicant on outcome/decision	Yes No
Signature and date of authorising officer	

15.12.24 GOVERNANCE REPORTS

15.12.24.01 POLICY 2.58 SETTING A RESERVE PRICE FOR THE SALE OF PLANT ASSETS BY AUCTION

File No:	GOV031A
Date of Meeting:	19 December 2024
Location/Address:	N/A
Name of Applicant:	Shire of Brookton
Name of Owner:	N/A
Author/s:	Deanne Sweeney – Manager Corporate & Community
Authorising Officer:	Deanne Sweeney – Manager Corporate & Community
Declaration of Interest:	The Author and Authorising Officer do not have an interest in this item.
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:

Council is to consider draft policy 2.58 Setting a Reserve Price for the Sale of Plant Assets by Auction.

Description of Proposal:

Policies are adopted by Council and establish guidelines or provide direction for the Shire's activities and actions. Policies are defined as the principles and intent behind the programs that a local government implements. A policy can also be a general plan or approach to a specific need, problem or issue.

A copy of the draft policy 2.58 Setting a Reserve Price for the Sale of Plant Assets by Auction is detailed in Attachment 15.12.24.01A.

Background:

The reserve price for the sale of plant is established through the annual budget for the auction proceeds. Setting a reserve price ensures that the minimum acceptable value for the assets is met, aligning with financial objectives.

The auction process is particularly advantageous, as it offers a competitive and transparent means of disposing of the asset. This approach is in line with Section 3.58 of the Local Government Act and Regulation 30 Local Government (Functions and General) Regulations 1996.

The policy will provide consistency and accountability ensuring the value is based on the adopted budget and the 10 year plant replacement program. The policy will require that the income included in Council's Annual Budget from the proceeds of sale of a plant item auctioned would be the reserve price. Any change in the expected value of a plant item to be sold at auction from the value included in the Council's Annual Budget, would require the new reserve price to be separately approved by Council.

Consultation:

Internal consultation has occurred with the Chief Executive Officer and at the December 2024 Corporate Briefing Forum with elected members.

Statutory Environment:

Local Government Act 1995

Relevant Plans and Policy:

There are no relevant plans or policy applicable to this matter.

Financial Implications:

Auction houses charge a commission on the sale price of the item with the percentage differing depending on the type of plant. Additional expenses for specific requirements, such as an OHS Inspection for heavy machinery may also apply.

Risk Assessment:

The risk in relation to this matter is assessed as “Low”.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

This item relates to delivery of core business and services detailed in the Shire of Brookton Strategic Community Plan –June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment:

The draft policy provides guidelines for setting reserve prices and streamlines decision to ensure that all plant asset sales are handled consistently and fairly.

OFFICER’S RECOMMENDATION

That Council adopts Policy 2.58 Setting a Reserve Price for the Sale of Plant Assets by Auction, as included at Attachment 15.12.24.01A.

(Simple majority vote required)

OCM 12.24-11

COUNCIL RESOLUTION

MOVED Cr Hayden SECONDED Cr Bell

That Council adopts Policy 2.58 Setting a Reserve Price for the Sale of Plant Assets by Auction, as included at Attachment 15.12.24.01A.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

***For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil***

Attachment

Attachment 15.12.24.01A – Policy 2.58 Setting a Reserve Price.

2.58 SETTING A RESERVE PRICE FOR THE SALE OF PLANT ASSETS BY AUCTION

Objective

To establish a fair and transparent reserve price for the sale of plant assets through auction, ensuring that the assets are sold at a value that reflects their market worth.

Policy Statement

The Shire of Brookton supports the use of public auction as a method of sale for plant assets.

Where a plant asset is offered for sale by public auction, the reserve price for such a sale will be the value of the proposed sale that is included in the Council's Annual Budget.

Guidelines

- Where the sale of a plant asset is not included in Council's Annual Budget, Council approval is required for the sale of that asset by public auction.
- Council approval is required for the reserve price for a sale of a plant asset to be different to the value of the proposed sale included in Council's Annual Budget.

Resolution No:

Resolution Date:

15.12.24.02 SPECIAL ELECTORS MEETING - BROOKTON RAILWAY STATION COMMITTEE - TERMS OF REFERENCE

File No:	PRO016
Date of Meeting:	19 December 2024
Location/Address:	Robinson Road, Brookton
Name of Applicant:	Shire of Brookton
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author does not have an interest in this item
Voting Requirements:	Absolute Majority
Previous Report:	Nil

Summary of Report:

Council is to consider draft Terms of Reference for a Brookton Railway Station Committee in responding to a decision of the recent Special Meeting of Electors.

Description of Proposal:

A draft Terms of Reference to establish a Brookton Railway Station Committee are included at Attachment 15.12.24.02A.

The draft terms of reference include:

- The committee being composed of 2 Councillors, at least 4 and up to 6 community members, 2 members with building/construction experience and two local indigenous community members.

The Draft Terms of Reference differ from the wording of the decision of the Special Electors Meeting by not including members from railway heritage groups. The draft does this because:

- There are no Brookton based railway heritage groups and the sourcing of committee members from outside Brookton would be time consuming. Such members would have less flexibility to attend regular meetings;
 - It is open for Council to appoint Brookton community members with rail heritage interests as community members representative.
 - It remains possible for the Presiding Member to invite other people to attend Committee meetings as observers rather than members and to pertinent information as necessary to the Committee. The Presiding Member could invite presentations from railway heritage groups as required; and
 - The heritage concerns of the Brookton community members largely relate to the Brookton streetscape and not the specific rail heritage aspects of the Brookton Railway Station;
- The committee members serve terms of up to 2 years or to the next Ordinary Local Government Election which ever comes first;
 - The Presiding Member and Deputy Presiding Member are elected by all committee members after each Ordinary Local Government Election. The Presiding Member and Deputy Presiding Member cannot be either of the 2 Councillors on the committee;
 - The Shire of Brookton will advertise locally for interested persons to apply for

membership prior to the Committee's establishment and the Ordinary Local Government Election;

- Meetings may be called by the Presiding Member of the Committee, or at the request of the Shire President;
- the meetings are open to the public, unless the Presiding Member or Chief Executive Officer deem it necessary to proceed behind closed doors;
- other Shire employees or people may be invited to attend Committee meetings as observers and to provide pertinent information as necessary;
- the Committee will explore alternative outcomes other than demolition for the Brookton Railway Station including:
 - Identifying potential supplementary funding sources for the Brookton Railway Station Refurbishment;
 - reviewing and advising on building procurement options including:
 - building designs and specifications;
 - tender requirements and specifications;
 - tenders received; and
 - contracts for works; and
- the Committee will develop a vision for future community activation of the Brookton Railway Station beyond the most recent uses including:
 - making the Brookton Railway Station available to a wide number of community members and visitors; and
 - identifying any requirements for that future use that would require specific capital or operating expenditure by Council.

Background:

A Special Meeting of Electors of the Shire of Brookton was held on Monday 9th December 2024 at request of not less than 5% of the number of electors. The minutes of that meeting have been provided separately to Councillors and are located on the Shire of Brookton website at <https://www.brookton.wa.gov.au/council-meetings/past>.

At that Meeting, the following resolution was passed:

That the Shire of Brookton form an independently chaired Working Group with Terms of Reference to include:

- a. Comprised of locals, experts, indigenous advisors & railway Heritage groups,
- b. To explore alternative outcomes other than demolition for the place including supplementary funding sources & building contract procurement options,
- c. Independent costing by a Quantity Surveyor of the cost to demolish and redevelop and compare to cost and community value of restoration,
- d. Develop a vision for community activation of the existing place beyond the most recent uses.

Consultation:

The Officer's Recommendation seeks to implement a decision of the Special Electors Meeting held on Monday 9th December 2024.

Statutory Environment:

Local Government Act 1995

5.8. Establishment of committees

A local government may establish* committees of 3 or more persons to assist the council and to exercise the powers and discharge the duties of the local government that can be delegated to committees.

* Absolute majority required.

5.10. Committee members, appointment of

(1) A committee is to have as its members —

- (a) persons appointed* by the local government to be members of the committee (other than those referred to in paragraph (b)); and
- (b) persons who are appointed to be members of the committee under subsection (4) or (5).

* Absolute majority required.

5.11. Committee membership, tenure of

(1) Where a person is appointed as a member of a committee under section 5.10(4) or (5), the person's membership of the committee continues until —

- (a) the person no longer holds the office by virtue of which the person became a member, or is no longer the CEO, or the CEO's representative, as the case may be; or
- (b) the person resigns from membership of the committee; or
- (c) the committee is disbanded; or
- (d) the next ordinary elections day, whichever happens first.

(2) Where a person is appointed as a member of a committee other than under section 5.10(4) or (5), the person's membership of the committee continues until —

- (a) the term of the person's appointment as a committee member expires; or
- (b) the local government removes the person from the office of committee member or the office of committee member otherwise becomes vacant; or
- (c) the committee is disbanded; or
- (d) the next ordinary elections day, whichever happens first.

5.12. Presiding members and deputies

(1) The local government must appoint* a member of a committee to be the presiding member of the committee.

* Absolute majority required.

(2) The local government may appoint* a member of a committee to be the deputy presiding member of the committee.

* Absolute majority required.

5.33. Decisions made at electors' meetings

(1) All decisions made at an electors' meeting are to be considered at the next ordinary council meeting or, if that is not practicable —

- (a) at the first ordinary council meeting after that meeting; or

- (b) at a special meeting called for that purpose, whichever happens first.
- (2) If at a meeting of the council a local government makes a decision in response to a decision made at an electors' meeting, the reasons for the decision are to be recorded in the minutes of the council meeting.

Relevant Plans and Policy:

Policy 1.13 Council Committee Terms of Reference includes simple terms of Reference for 4 Committees of Council. This policy is now out of date with Council adopting a more comprehensive Terms of Reference for Council's Audit And Risk Committee in September 2024. These more comprehensive Terms of Reference stand alone as Council documents.

Financial Implications:

The activation of a Brookton Railway Station will require a commitment of resources from the Shire of Brookton to operate.

The Committee will require staff resources to manage agendas, minutes and other administration. Commitment of additional staff resources may be required over the current staffing levels. The Committee will likely need an allocation of operational expenses to complete activities associated with the responsibilities of the committee. Resourcing will be reviewed as either part of the annual budget review or separately as a future report to Council.

Risk Assessment:

The future of the Brookton Railway Station has considerable risk associated with any works. Reputational risk continues to be attached with concerns arising from Council's previous decision relating to demolition of the Railway Station. Financial risk is attached to the currently cost of works and currently unknown costs of aspects of any works. Compliance risk is present in dealing with a project so near to an active railway line. Service delivery risk is present because of the current unknown time frames for the project.

Consequence	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

The restoration of the Brookton Railway Station is a high profile community project.

Comment:

The Officer's Recommendation 1 seeks to meet the requirements of Section 5.33(2) of the Local Government Act where local government that makes a decision in response to a decision made at an electors' meeting, the reasons for the decision are to be recorded in the minutes of that council meeting. The recommendation outlines that the creation of a Brookton Railway Station Committee acknowledges that a majority of Brookton community wishes to retain the Brookton Railway Station.

The Chief Executive Officer, Mr Sherry advised that changes made to Section 5.12 the Local Government Act 1995 on 7th December 2024, were not included in the preparation of the draft Terms of Reference included at Attachment 15.12.24.02A. Under these changes to Section 5.12 of the Local Government Act, Council must appoint all the Presiding and Deputy Presiding members of Committees of Council, not the Committee themselves.

The Chief Executive Officer advised that Attachment 15.12.24.02A could be amended by

1. **Deleting "5.5 The Presiding Member and Deputy Presiding Member are to be appointed biennially by the Committee through election by all committee members held after the Ordinary Local Government Election."**
2. **Inserting "5.5 The Presiding Member and Deputy Presiding Member are to be appointed biennially by Council."; and**
3. **amending 5.6 to "Council will appoint a The Presiding Member and Deputy Presiding Member will be who are not Elected Members of Council."**

OFFICER'S RECOMMENDATION 1

That Council:

1. adopts the Terms of Reference for a Brookton Railway Station Committee as included at Attachment 15.12.24.02A.
2. records that the Terms of Reference included at Attachment 15.12.24.02A for a Brookton Railway Station Committee substantially meet the requirements of the decision of the Special Electors Meeting held on 9th December 2024. Council acknowledges that the decision of the Special Electors Meeting held on 9th December 2024 broadly indicates that a majority of the Brookton community wishes to retain the Brookton Railway Station and commits to working with the Brookton Railway Station Committee achieve this; and
3. requests that staff commence the advertising process for members of the Brookton Railway Station Committee as a priority.

(Absolute majority vote required)

MOTION

MOVED Cr McCabe

SECONDED Cr Hayden

That Council:

- 1. adopts the Terms of Reference for a Brookton Railway Station Committee as included at Attachment 15.12.24.02A with the amendments:**
 - a. deleting “5.5 The Presiding Member and Deputy Presiding Member are to be appointed biennially by the Committee through election by all committee members held after the Ordinary Local Government Election.”**
 - b. inserting “5.5 The Presiding Member and Deputy Presiding Member are to be appointed biennially by Council.”; and**
 - c. amending 5.6 to “Council will appoint a Presiding Member and Deputy Presiding Member who are not Elected Members of Council;**
- 2. records that the Terms of Reference included at Attachment 15.12.24.02A, as amended, for a Brookton Railway Station Committee substantially meet the requirements of the decision of the Special Electors Meeting held on 9th December 2024. Council acknowledges that the decision of the Special Electors Meeting held on 9th December 2024 broadly indicates that a majority of the Brookton community wishes to retain the Brookton Railway Station and commits to working with the Brookton Railway Station Committee achieve this;**
- 3. requests that staff commence the advertising process for members of the Brookton Railway Station Committee as a priority; and**
- 4. allocate a budget to be given to the committee and all additional funding to be raised by grants or the committee and community.**

Cr Crute foreshadowed a motion of the Officer’s Recommendation.

MOTION

MOVED Cr McCabe

SECONDED Cr Hayden

That Council:

- 1. adopts the Terms of Reference for a Brookton Railway Station Committee as included at Attachment 15.12.24.02A with the amendments:**
 - a. deleting “5.5 The Presiding Member and Deputy Presiding Member are to be appointed biennially by the Committee through election by all committee members held after the Ordinary Local Government Election.”**
 - b. inserting “5.5 The Presiding Member and Deputy Presiding Member are to be appointed biennially by Council.”; and**
 - c. amending 5.6 to “Council will appoint a Presiding Member and Deputy Presiding Member who are not Elected Members of Council;”**
- 2. records that the Terms of Reference included at Attachment 15.12.24.02A, as amended, for a Brookton Railway Station Committee substantially meet the requirements of the decision of the Special Electors Meeting held on 9th December 2024. Council acknowledges that the decision of the Special Electors Meeting held on 9th December 2024 broadly indicates that a majority of the Brookton community wishes to retain the Brookton Railway Station and commits to working with the Brookton Railway Station Committee achieve this;**
- 3. requests that staff commence the advertising process for members of the Brookton Railway Station Committee as a priority; and**
- 4. allocate a budget to be given to the committee and all additional funding to be raised by grants or the committee and community.**

LOST BY SIMPLE MAJORITY VOTE 2/5

For: Cr Hayden, Cr McCabe

Against: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Wallis

That Council:

- 1. adopts the Terms of Reference for a Brookton Railway Station Committee as included at Attachment 15.12.24.02A with the amendments:**
 - a. deleting “5.5 The Presiding Member and Deputy Presiding Member are to be appointed biennially by the Committee through election by all committee members held after the Ordinary Local Government Election.”**
 - b. inserting “5.5 The Presiding Member and Deputy Presiding Member are to be appointed biennially by Council.”; and**
 - c. amending 5.6 to “Council will appoint a Presiding Member and Deputy Presiding Member who are not Elected Members of Council;”**
- 2. records that the Terms of Reference included at Attachment 15.12.24.02A, as amended, for a Brookton Railway Station Committee substantially meet the requirements of the decision of the Special Electors Meeting held on 9th December 2024. Council acknowledges that the decision of the Special Electors Meeting held on 9th December 2024 broadly indicates that a majority of the Brookton community wishes to retain the Brookton Railway Station and commits to working with the Brookton Railway Station Committee achieve this; and**
- 3. requests that staff commence the advertising process for members of the Brookton Railway Station Committee as a priority.**

CARRIED BY ABSOLUTE MAJORITY VOTE 7/0

For: Cr Crute, Cr De Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis

Against: Nil

OFFICER'S RECOMMENDATION 2

That Council:

1. appoints Cr _____ and Cr _____ as members of the Brookton Railway Station Committee under the Terms of Reference;
2. appoints Cr _____ and Cr _____ as Deputy Members of the Brookton Railway Station Committee under the Terms of Reference; and
3. request staff advertise in the community for prospective committee members as a priority.

(Simple majority vote required)

OCM 12.24-13

COUNCIL RESOLUTION

MOVED Cr Crute

SECONDED Cr Hayden

That Council Lay On The Table the appointment of Council's committee members until the February 2025 Ordinary Meeting of Council.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr De Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil

Attachments

Attachment 15.12.24.02A - Draft Terms of Reference Brookton Railway Station Committee.

Brookton Railway Station Committee Terms of Reference

1. Purpose of the Terms of Reference

The purpose of the terms of reference is to facilitate the operation of the Brookton Railway Station Committee (the Committee).

2. Introduction

The Committee has been established in accordance with Part 7 of the Local Government Act, 1995 and constitutes an advisory committee formally appointed by and responsible to the Council. This Committee does not have any:

- Executive powers;
- Authority to implement actions in areas over which management has responsibility;
- Financial responsibility; nor
- Management functions.

It is independent of the Shire's Administration with oversight and focus on matters relating to the refurbishment and future uses of the Brookton Railway Station.

The Committee is to report to Council with appropriate advice and recommendations on matters relevant to this Terms of Reference in order to facilitate decision making by Council in the discharge of responsibilities pursuant to statutory requirements.

3. Objectives

The objectives of the Committee are to oversee the refurbishment and future use of the Brookton Railway Station.

4. Authority

The Committee has the authority to:

- a. explore outcomes other than demolition for the Brookton Railway Station including supplementary funding sources & building contract procurement options, and
- b. developing a vision for community activation of the existing place beyond the most recent uses.

5. Composition of Committee Members

5.1 Members of the Committee will observe the *Shire of Brookton Code of Conduct for Council Members, Committee Members and Candidates* adopted by the Shire of Brookton under 5.104 of the Local Government Act 1995.

5.2 The Committee is to comprise:

- a. two (2) Elected Members appointed by Council. Council may choose to appoint Deputy Committee members to perform the functions of either member when that member is unable to do so by reason of illness, absence or other cause;
- b. at least four (4) and up to six (6) Brookton community members;

- c. two (2) members with relevant skills and experience in building and/or construction;
 - d. two (2) Brookton community members who identify as indigenous.
- 5.3 The Shire of Brookton will advertise locally for interested persons to apply as members of the Committee prior to the Committee's establishment and Ordinary Local Government Election.
- 5.4 The Shire of Brookton will appoint the members of the Committee in keeping with this Terms of Reference.
- 5.5 The Presiding Member and Deputy Presiding Member are to be appointed biennially by the Committee through election by all committee members held after the Ordinary Local Government Election.
- 5.6 The Presiding Member and Deputy Presiding Member will not be Elected Members of Council.
- 5.7 Appointments of Committee members will be for up to a two-year term. All terms of appointment expire at each Ordinary Local Government Election.
- 5.8 A quorum will be a minimum of 50% of the membership of the Committee.
- 5.9 Each Committee member must declare proximity, financial or impartiality interests that relate to matters considered at every meeting.
- 5.10 New members are to receive relevant information and be briefed immediately following their appointment to assist in performing their responsibilities on the Committee.
- 6. Meetings**
- 6.1 Meetings may be called by the Presiding Member of the Committee, or at the request of the Shire President.
- 6.2 The meetings are open to the public, unless the Presiding Member or Chief Executive Officer deem it necessary to proceed behind closed doors pursuant to Section 5.23 of the Local Government Act, 1995.
- 6.4 The Chief Executive Officer is responsible for arranging Committee meetings and may invite other employees to attend meetings as observers or to provide pertinent information or complete tasks, as necessary.;
- 6.5 The Presiding Member may invite other people to attend Committee meetings as observers and to provide pertinent information as necessary.
- 6.5 The Committee should meet at least twice per year with a meeting schedule to be set that includes the dates, location. Nothing restricts the Committee's ability to meet more regularly.

- 6.6 Meeting agendas are to be prepared and provided at least one week in advanced notice to members, along with appropriate briefing materials as well as be advertised in the Community with no later than 72 hours prior to the meeting being convened.
- 6.7 Minutes are to be taken at each meeting and presented to the subsequent meeting for confirmation and to Council for receipt and acknowledgement.

7. Responsibilities

The Committee is to perform the following responsibilities:

- 7.1 exploring alternative outcomes other than demolition for the Brookton Railway Station including
- a. Identifying potential supplementary funding sources for the Brookton Railway Station Refurbishment;
 - b. review and advise on building procurement options including:
 - building designs and specifications;
 - tender requirements and specifications;
 - tenders received; and
 - contracts for works.
- 7.2 Developing a vision for future community activation of the Brookton Railway Station beyond the most recent uses including:
- a. making the Brookton Railway Station available to a wide number of community members and visitors; and
 - b. identifying any requirements for that future use that would require specific capital or operating expenditure by Council.
- 7.3 Other Responsibilities
- a. To perform other activities related to this Terms of Reference, as requested by the Council.
 - b. To perform a biennial review and suggest improvements to this Terms of Reference for Council's consideration and approval prior to the next Local Government Ordinary Election.

7.4 Remuneration of External Members

External members are not to be remunerated.

15.12.24.03 LEASE - PORTION OF RESERVE 43158 – 14 WHITE STREET – OUR CRAFT COLLECTIVE INC.

File No:	COM004
Date of Meeting:	19 December 2024
Location/Address:	Portion of Reserve 43158, 14 White Street Brookton Fronting Whittington Street, Brookton
Name of Applicant:	Our Craft Collective Inc.
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:

Council is to consider entering a 5 year lease with a 5 year renewal to Our Craft Collective Inc. (OCCI) over on a portion of Portion of Reserve 43158, 14 White Street Brookton.

Description of Proposal:

The Shire administration has been negotiating a lease over on a portion of Portion of Reserve 43158, 14 White Street Brookton with OCCI. The OCCI have been using the premises on a causal hire basis since June 2024.

The draft lease agreement, included at Attachment 15.12.24.03A, includes the following requirements:

- at clause 3.6 the OCCI will pay all local government rates, rubbish collection, gas, telephone and any other fees or charges. Without significant investment in infrastructure the Shire of Brookton is not in a position to precisely charge separately for water and electricity consumption because the site shares these utility connections with other users. The Shire administration expects to monitor utility consumption through the life of this and other leases to identify any changes that may require an alteration of the terms of the lease;
- at clause 3.6 the OCCI will generally maintain the premises and keep the premises clean and in good and substantial repair, order and condition. The OCCI is not required to complete any structural maintenance. Structural maintenance remains the responsibility of Council;
- at clause 3.7 the OCCI will use the premises for the purpose of OCCI members and activities and other community and recreation activities with the approval of the Lessor;
- at clause 3.10 not permit assignment of the lease without Council consent;
- at clause 3.13 the OCCI will maintain public liability insurance off at least \$10 Million;
- at clause 3.14 the OCCI will maintain any contents insurance required;
- at clause 6 a dispute resolution process is outlined;
- at clause 8 the OCCI will provide 6 months notice of a desire to renew the lease;
- at clause 12, either party may terminate the lease with 3 months notice;
- the Shire will meet the utility costs for the premises, but the OCCI will pay \$900 per year

as rent; and

- the lease term is for 5 years from 1st December 2024, with a term of renewal of a further 5 years.

Background:

Reserve 43158 is vested to Council for the purposes of Recreation, Tourism, Health, Civic and Community purposes.

Our Craft Collective represents the smaller community groups known locally as the Patchwork group and the Arts and Craft group. As their name suggest the Patchwork Group are a group of hobbyists meeting twice weekly and holding several invitation open days. The Arts and Craft group are local hobbyists who informally complete art and craft and lease a section of premises on Brookton Highway selling their members creations.

Previously the Patchwork group and the Arts and Craft group were part of Brookton Community Inc. (BCI). BCI's purpose was to be an umbrella group to combine small local community organisations to assist meeting their common administrative challenges.

Council had leases with BCI over the facilities used by the BCI member groups. Earlier in 2024 relationships between the BCI members deteriorated and BCI in that format became unworkable. Council and BCI terminated these leases in June 2024 and the former BCI members have been utilising the formerly leased facilities on a casual hire basis since.

The Shire is working with the remaining members of BCI to arrange a lease over their areas of activity.

Consultation:

Council has consulted widely with the former component groups of the BCI including Patchwork group, the Arts and Craft group, Brookton Men's Shed, Brookton Community Garden and Brookton Onward Town Teams.

Statutory Environment:

Section 3.58 of the Local Government Act applies to the disposition of property, and a lease is included in the definition of disposition. However, Clause 30 Local Government (Functions and General) Regulations 1996 allows the lease of land to an incorporated community recreational group such as the OCCI, to be an exempt disposition, where the requirements of Section 3.58 are not applicable.

Relevant Plans and Policy:

The area of the proposed lease is included in Council's Brookton Reserve 43158 Management Plan 2020 – 2030. The proposed leased area is identified as part of the Health /Aged Care Accommodation Precinct with the purpose of this Precinct is to afford expansion of residential aged care and independent living accommodation and a communal senior citizen hall.

While currently the Shire of Brookton does not have identified plans to construct new units or operate a communal senior citizen hall, the proposed lease does not impact on a future Council completing such.



Financial Implications:

The annual rental included in the lease is \$900. This is comparable to \$821 for the Brookton cricket clubs and \$1,569 for the Brookton Tennis Club.

Council has expended \$11,126.00 year to date of a budget of \$19,613 for the combined old bowling club, men's shed and community garden expenses. This includes \$1294 of insurance, \$459 of electricity, structural repairs of \$2,300, other purchases of \$1,783 and Shire labour expenses of \$5,289.

Risk Assessment:

The proposed lease to the OCCI has a Minor Asset and Financial risk of Possible likelihood.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

The activities completed on the premises subject to the draft lease agreement have relevance under the Shire of Brookton's Strategic Community Plan 2022-2032 at sections:

- 10.2 Aging-in-place program.
- 15.3 Built form cultural activation project.

Comment: Nil

OFFICER'S RECOMMENDATION

That Council:

1. approves the draft lease agreement to Our Craft Collective Inc. included at Attachment 15.12.24.03A;
2. Approves the Chief Executive Officer to Execute the Draft Lease with Our Craft Collective Inc. and make any minor amendments required;
3. authorises the Shire President and Chief Executive Officer to sign and affix the Shire of Brookton common seal to the Lease Agreement.

(Simple majority vote required)

COUNCIL RESOLUTION

MOVED Cr Wallis

SECONDED Cr Bell

That Council:

- 1. approves the draft lease agreement to Our Craft Collective Inc. included at Attachment 15.12.24.03A;***
- 2. Approves the Chief Executive Officer to Execute the Draft Lease with Our Craft Collective Inc. and make any minor amendments required;***
- 3. authorises the Shire President and Chief Executive Officer to sign and affix the Shire of Brookton common seal to the Lease Agreement.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis

Against: Nil

Attachments

Attachment 15.12.24.03A - Draft Lease - Portion of Reserve 43158, 14 White Street Brookton.



Lease

Shire of Brookton
Lessor

Our Craft Collective Incorporated
Lessee

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This Deed of Lease made at Shire of Brookton on 1st November 2024.

Parties **Shire of Brookton** of 14 White Street, Brookton, Western Australia ("**Lessor**")
The lessee mentioned in Schedule 1 ("**Lessee**")

Recitals

- A. The Lessor has the care, control and management of the land pursuant to management order;

Reserve 43158 - Vested in the Shire of Brookton for the purposes of *Recreation, Tourism, Health, Civic and Community purposes*.
- B. This Lease has been entered into under and in accordance with section 3.58 of the *Local Government Act 1995*.
- C. The Lessor has agreed to lease and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

The parties agree

1. Definitions and Interpretation

1.1 Definitions

In this Lease, unless the contrary intention appears, the following expressions shall have the following meanings:

"**Act**" includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority;

"**Annexure 1**" means Annexure 1 of this Lease;

"**Annexure 2**" means Annexure 2 of this Lease;

"**Date of Commencement**" means the date mentioned in Item 5 of Schedule 1;

"**Dispute**" means a dispute referred to in subclause 6.1;

"**Encumbrances**" means:

- (a) all mortgages, charges, writs, warrants, caveats (and the claims stated in any caveat) and any other right or interest of any third party affecting the Land or any part of the Land
- (b) all reservations (if any), existing easements and restrictive covenants contained in the Crown Grant of the Land or referred to in or registered as an encumbrance on the Certificate of Title to the Land; and

- (c) all easements, restrictive covenants and encroachments (if any) affecting the Land or any part of the Land whether or not they are noted on the Certificate of Title to the Land,
- (d) and includes, without limitation, the encumbrances (if any) described in Schedule 1;

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect the interpretation or construction of this Lease; and

unless the context indicates the contrary intention:

- (b) every covenant or agreement expressed or implied in this Lease in which more than one person covenants or agrees shall bind each person jointly and severally;
- (c) a reference to any party shall mean and include a reference to that party and the party's successors, personal representatives and transferees and a reference to a corporation or body includes a reference to the corporation or body's successors and assigns;
- (d) words importing the singular include the plural (and vice versa) and words denoting individuals include corporations (and vice versa);
- (e) a reference to a clause, a subclause, a paragraph, a schedule or an annexure is reference to a clause, a subclause, a paragraph, a schedule or an annexure of this Lease and as amended in accordance with the provisions of this Lease from time to time;
- (f) a reference to any Act or to any section or provision thereof includes a reference to that Act, section or provision as amended, replaced, varied or substituted from time to time; and
- (g) where any act, matter or thing is to be done under this Lease on a Saturday or Sunday, then that act, matter or thing may be done on the Monday immediately following the relevant Saturday or Sunday or in the event of a public holiday in Western Australia the act, matter or thing may be done on the working weekday immediately following that public holiday.

2. Operative Part

The Lessor HEREBY LEASES to the Lessee and the Lessee hereby takes on lease the Premises, subject to the Encumbrances, from the Date of Commencement for the Term at the Rent and subject to and upon the covenants, conditions and stipulations contained in this Lease.

3. Lessee's Covenants

The Lessee covenants with the Lessor:

3.1 Rent

To pay the Rent (free from all deductions) in the manner and at the times mentioned in Schedule 1 to the Lessor at its address or as the Lessor may in writing from time to time direct.

3.2 Interest on overdue moneys

Without prejudice to the rights, powers and remedies of the Lessor that are otherwise provided for under this Lease, to pay to the Lessor on demand interest on any moneys that are due but unpaid for SEVEN (7) days by the Lessee to the Lessor on any account whatsoever under this Lease. Interest shall be calculated from the due date for the payment of the moneys in respect of which the interest is chargeable until payment of these moneys in full and interest shall be recoverable as if it was Rent in arrears. For the purpose of this subclause "**interest**" means the prevailing rate of interest charged on an overdraft of at least \$100,000 by a bank at which the Lessor keeps an account, calculated daily and capitalised on the last day of each calendar month.

3.3 Outgoings

To duly and punctually pay all local government rates, rubbish collection, gas, telephone and any other fees or charges which now or during the Term shall be charged upon or in respect of the Premises or be payable by the owner or occupier in respect thereof upon the respective days or times upon which the same shall become due and pay able.

3.4 Other liabilities

To the extent permissible at law, to pay upon demand to the Lessor by way of reimbursement an amount equal to any moneys paid or outlaid by the Lessor in respect of any liability imposed on the Lessee under this Lease.

3.5 Cost of Lease

To pay an amount equal to the Lessor's reasonable and proper costs (including solicitors' costs) and all duties, fees, charges and expenses of and incidental to the instructions for and the preparation and completion of this Lease. The Lessee shall be solely responsible for all stamp duty payable on this Lease and in respect of any renewal of the Term, and any application for the consent of the Lessor and of or incidental to any and every breach or default by the Lessee under this Lease and in or incidental to the exercise or attempted exercise of any right, power, privilege, authority or remedy of the Lessor under or by virtue of this Lease and the reasonable fees of all professional consultants reasonably and properly incurred by the Lessor in consequence of or in connection with any breach or default by the Lessee under this Lease.

3.6 Maintain and repair Premises

(a) Generally

During the Term and for so long as the Lessee remains in possession or occupation of the Premises, to maintain, replace, repair, clean and keep the Premises clean and in good and substantial repair, order and condition having

regard to the age of the Premises at the Date of Commencement PROVIDED THAT:

- (i) this subclause shall not impose on the Lessee any obligation in respect of damage by earthquake, aircraft, riot, civil commotion, fire, flood, lightning, storm, tempest and reasonable wear and tear, act of God and war unless the damage is caused by the neglect, default or misconduct of the Lessee or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or its servants, agents, contractors or invitees;
- (ii) this subclause shall not impose on the Lessee any obligation in respect of any structural maintenance, replacement or repair except when rendered necessary by any act, neglect, default or omission on the part of the Lessee or its servants, agents, contractors or invitees or by the Lessee's particular use or occupancy of the Premises;
- (iii) all electric globes and fluorescent tubes in the Premises which may be damaged, broken or fail for any reason shall be replaced by the Lessee at its expense; and
- (iv) the expression "**reasonable wear and tear**" shall not include excessive wear to carpets or other floor coverings in the Premises.

(b) Fixtures, fittings, plant and equipment

Subject to subclause 3.9, to repair and make good any damage (regardless of how minor) which may be caused to the Premises at any time by the installation or removal by the Lessee of any fixtures, fittings, plant or equipment supplied and fitted by the Lessee or on behalf of the Lessee. Any areas of the Premises that are affected in any way by the removal or installation of such fixtures, fittings, plant or equipment must be placed in a state of repair and condition as if the installation and the removal of the relevant fixtures, fittings, plant or equipment had never taken place. This obligation shall include, without limitation, an obligation on the Lessee to place all walls, floors, ceilings, carpets, skirting boards, plasterwork, paintwork and wallpaper in a state that is aesthetically consistent with the immediate surrounding areas and the rest of the Premises.

(c) Paint and decorate

During the last THREE (3) months of the Term or upon any sooner determination of this Lease to properly paint and varnish with at least two coats of good quality paint and varnish (in colours approved by the Lessor in writing) those parts of the Premises as are now painted and varnished or are usually painted and varnished and to properly re-decorate in any other fashion (with suitable materials of good quality approved of by the Lessor in writing) all parts of the Premises that have been previously or are usually decorated. The Lessor shall not unreasonably withhold any approval required under this paragraph.

(d) Carpets

That any carpet replaced by the Lessee or installed by the Lessee shall immediately become and shall remain the property of the Lessor.

(e) Specific Maintenance Requirements

In addition to the obligations set out in this subclause 3.6, the Lessee must comply with the specific obligations set out in Annexure 2, if any.

3.7 Use of premises

(a) Generally

Not to use or permit the Premises to be used as the residence or sleeping place of any person or for auction sales but to use the Premises only for the purpose mentioned in Item 9 of Schedule 1 and for no other purpose whatsoever.

(b) Offensive activities

Not to do, exercise or carry on or allow any person to do, exercise or carry on in the Premises any noxious, noisome or offensive act, trade, business, occupation or calling or any act, matter or thing whatsoever which may cause nuisance, damage or disturbance to the Lessor or occupier of any building in the neighbourhood.

(c) Birds, animals

Not to keep any birds or animals in or about the Premises.

(d) Lavatories etc.

Not to use or allow to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the Premises for any purposes other than for which they were constructed or provided.

(e) Chemicals etc.

Not to use or allow to be used any chemicals or inflammable gases, fluids or substances on the Premises except where reasonably necessary in the normal course of the Lessee's business or the use of the Premises for the permitted use of the Premises.

(f) Signs

Not, without the prior written consent of the Lessor (which consent shall not be unreasonably withheld), to construct, display, affix or exhibit on or to the exterior or interior of the Premises any signs, lights, embellishments, advertisements, names or notices visible from outside the Premises.

(g) Removal of rubbish

To keep the Premises free from dirt and rubbish and to store and keep all trade waste, trash and garbage in proper receptacles.

(h) Floor overloading

Not to do or allow anything to be done on the Premises which would result in excessive stress, strain or floor loading to any part of the Premises except to those parts of the Premises designated in writing by the Lessor.

(i) Pest control

To take all reasonable precautions to keep the Premises free of rodents, vermin, insects, pests, birds and animals.

(j) Not to pollute

To do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

(k) No smoking

Not to use or allow the Premises to be used for smoking, holding or otherwise having control over an ignited Tobacco Product.

3.8 Entry by Lessor and others

To permit entry to the Premises at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when notice shall not be required):

(a) To inspect

By the Lessor and its agents, servants and contractors to view the state of repair thereof for the purposes of ensuring compliance by the Lessee with all or any of the Lessee's Covenants.

(b) To repair

By the Lessor and its agents, servants and contractors with workmen and others and all necessary materials and equipment for the purpose of complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Premises for which the Lessee is not liable under this Lease or for which the Lessee is liable but has failed to carry out or for the carrying out of repairs, renovations, maintenance, modifications, extensions, alterations or replacements to the Premises and all plant, machinery and other building equipment within the Premises PROVIDED THAT in the exercise of this right the Lessor shall use its best endeavours not to cause any undue inconvenience to the Lessee.

3.9 Alterations and installations

(a) Generally

Not to make or suffer to be made to the Premises any alterations or external projection or any structural alterations or to cut, maim or injure or suffer to be cut, maimed or injured any of the principal structure or walls or any part thereof without the prior written consent of the Lessor PROVIDED THAT such consent shall not be withheld in the case of any structural alterations or additions required to be made to the Premises by any local or statutory authority by reason of the particular use to which the Premises are put by the Lessee, but any such structural alterations or additions shall be effected at the sole cost of the Lessee to a specification approved in writing by the Lessor prior to the commencement of the said structural alterations or additions.

- (b) Carried out in workmanlike manner

That all buildings, erections, improvements and alterations to be constructed and all works carried out or executed on the Premises by the Lessee shall be constructed, carried out or executed by the Lessee in a proper and workmanlike manner and under the supervision and to the reasonable satisfaction of the Lessor's building surveyor (or such other officer of the Lessor as the Lessor may appoint) and in the event of any dispute the certificate of the building surveyor (or such other officer of the Lessor) shall be final and binding upon the parties.

- (c) Plant and equipment

Not to make any alterations or additions to any plant, equipment, fixtures or fittings forming part of the Premises (including without limitation any air-conditioning plant, electrical fittings, plumbing and fire warning or prevention systems) ("**Plant and Equipment Alterations**") without the Lessor's prior written consent (which may be withheld in the Lessor's discretion or given on such terms and conditions as the Lessor considers fit). Any application for consent shall be accompanied by detailed plans and specifications and, if approved by the Lessor, any works shall be carried out by the Lessee in a proper and workmanlike manner and under the supervision and to the reasonable satisfaction of such officer of the Lessor as the Lessor may appoint, and in the event of any dispute the certificate of the officer shall be final and binding upon the parties.

If any Plant and Equipment Alterations are made by the Lessee at any time then, on the expiry or sooner determination of the Term, the Lessee shall at the Lessor's request, promptly reinstate and restore the Premises as nearly as possible to its original state and shall repair and make good any damage (regardless of how minor) which may be caused to the Premises as a result of the reinstatement and restoration works. This obligation shall include, without limitation, an obligation on the Lessee to place all walls, floors, ceilings, carpets, skirting boards, plasterwork, paintwork and wallpaper in a state that is aesthetically consistent with the immediate surrounding areas and the rest of the Premises.

- (d) Window treatments

Not without the prior written consent of the Lessor to install any other form of window treatment to the windows of the Premises either in addition to or in replacement of the existing window treatments unless and until they become worn or be damaged in which case the Lessee shall in the event that such wear or damage is caused by reason of the Lessee's own act or omission replace them with window treatments of similar quality, colour and design (unless otherwise agreed by the parties) to the reasonable satisfaction of the Lessor and all replacements shall immediately become and remain the property of the Lessor.

To report certain matters to the Lessor

- (e) Broken glass and equipment

To immediately report to the Lessor any breakage of glass including plate glass and exterior windows and all damaged or broken heating, lighting or electrical equipment or plumbing installed upon the Premises.

(f) Defects

To give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

(g) Change in office bearers

Where the Lessee is an incorporated association, to advise the Lessor of the name, address and phone number of the persons then appointed or elected to the position of President, Secretary and Treasurer (or like positions) within the Lessee, as soon as practicable after:

- (i) the Date of Commencement; and
- (ii) any change in those details.

3.10 No assignment

Any renewal of this Lease, any additional lease terms and conditions or assignment, mortgage, charge or otherwise, including subleasing, are subject to the approval of the Minister for Lands being first obtained in writing.

Not to assign, license, mortgage, charge or otherwise part with the possession of the Premises or any part of the Premises or in any way dispose of the benefit of this Lease without the prior written consent of the Lessor PROVIDED THAT:

(a) Consent not unreasonably withheld to assignment

If the Lessee wishes to assign the whole of the Premises and the benefit of this Lease the Lessor shall not unreasonably withhold its consent to that assignment if:

- (i) the proposed assignee is a respectable, responsible and solvent person (the onus of proof of which shall be upon the Lessee);
- (ii) the Lessee procures the execution by the proposed assignee of a deed of assignment of this Lease to which the Lessor is a party prepared and completed by the Lessor's solicitors at the reasonable cost of the Lessee in all respects and the covenants and agreements on the part of any assignee shall be deemed to be supplementary to this Lease and shall not in any way relieve the Lessee from its liability under this Lease;
- (iii) all Rent and Outgoings then due or payable shall have been paid and there shall not be any existing unremedied breach of any of the Lessee's Covenants;
- (iv) the assignment contains a covenant by the assignee with the Lessor that the assignee will at all times during the continuance of the Term duly observe and perform all the Lessee's Covenants; and
- (v) the Lessee pays to the Lessor all proper and reasonable costs, charges and expenses incurred by the Lessor of and incidental to any enquiries which may be made by or on behalf of the Lessor as to the respectability, responsibility and solvency of any proposed assignee.

(b) Corporate assignee

If the assignee is a company then it shall be a condition of the Lessor's consent to any deed of assignment that the directors or the substantial shareholders of that company guarantee to the Lessor the observance and performance by the assignee of the Lessee's Covenants.

(c) No release of assignor

The covenants and agreements of any assignee shall be deemed to be supplementary to the Lessee's Covenants and shall not in any way relieve or be deemed to relieve the Lessee from the Lessee's Covenants;

PROVIDED FURTHER THAT if the Lessee is a corporation any change in the beneficial ownership of a substantial holding (within the meaning of section 9 of the *Corporations Act 2001 (Cth)*) in the corporation or any related body corporate within the meaning of section 50 of the *Corporations Act 2001 (Cth)* shall be deemed to be an assignment of the Premises and the benefit of this Lease for the purposes of this subclause;

AND IT IS EXPRESSLY AGREED AND DECLARED that sections 80 and 82 of the *Property Law Act 1969* are hereby excluded; and

The Lessee acknowledges and agrees that the failure by either the Lessee or any other relevant party to comply strictly with each of the conditions, stipulations and requirements contained in paragraphs (a) or (b) will constitute reasonable grounds upon which the Lessor may withhold its consent to any assignment of this Lease proposed by the Lessee.

3.11 Trust

To not without the prior written consent of the Lessor:

- (a) hold the Lessee's interest in this Lease on trust for any party other than pursuant to the trust (if any) specifically mentioned in Item 13 of Schedule 1;
- (b) declare a trust of the Lessee's interest in this Lease; or
- (c) vary, amend, alter or revoke the terms contained in any trust deed or add to or vary the beneficiaries of the trust or distribute or join in the distribution of any or all of the capital of the trust or in any other way vest the trust.

Any holding in trust or declaration of trust, amendment, alteration, revocation or distribution contrary to this subclause shall be deemed to be an assignment of the Lease to which all of the provisions of paragraphs 3.10(b) and (c) and shall apply.

3.12 Comply with Acts

(a) Generally

Notwithstanding anything to the contrary contained or implied in this Lease, to comply with all Acts relating to the Premises or the use thereof PROVIDED THAT the Lessee shall not be under any liability in respect of any structural alterations required by any Act other than caused or contributed to by the Lessee's particular use or occupation of the Premises.

(b) Fire regulations

In the positioning of partitions or any fixtures or fittings installed by the Lessee on the Premises, to comply with all Acts relating to fire detection and alarm and to pay to the Lessor the reasonable cost of effecting any alterations to the thermal detectors or other fire alarm installations which may be necessary to comply with any Act or any requirements of the Fire & Accident Underwriters' Association, the Insurance Council of Australia and the Fire and Emergency Services Authority of Western Australia.

(c) Use of Premises

The Lessor gives no warranty as to the use to which the Premises may be or are suitable to be put. The Lessee acknowledges that it has satisfied itself as to the requirements of all Acts in relation to the use of the Premises and enters into this Lease with full knowledge of and subject to any prohibitions under any Act. The Lessee shall at its cost obtain any necessary consents required pursuant to any Act to enable it to occupy the Premises for the purposes of its business.

3.13 Public Liability insurance

To effect and keep effected adequate public liability insurance for the time being in an amount not less than the amount mentioned in Item 10 of Schedule 1, or such higher amount as the Lessor shall from time to time reasonably require, with an insurer approved by the Lessor (which approval shall not be unreasonably withheld). The Lessee is to notify the Lessor of the policy details as soon as practicable after the Date of Commencement and to ensure that the insurance conforms with the reasonable requirements from time to time of the Lessor of which the Lessee is given notice.

3.14 Other insurance

During the Term, the Lessee is to effect and keep effected policies of insurance which shall include, without limitation, premiums in respect of insurance for all contents stored on the premises.

3.15 Not to invalidate insurance

Not to do or allow any act, matter or thing upon the Premises or bring or keep anything on the Premises whereby any insurance relating to the Premises may be rendered void or voidable or whereby the rate of premium on such insurance shall be or be liable to be increased and the Lessee shall pay all additional premiums of insurance on the Premises (if any) required on account of the additional or increased risk.

3.16 Indemnities

(a) Generally

To take and be subject to the same responsibilities in regard to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner of the freehold of the Premises.

(b) Indemnity

To indemnify and keep indemnified the Department of Planning, Lands and Heritage, the Minister for Land and the Lessor from and against all claims,

demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Department of Planning, Lands and Heritage, the Minister for Land and the Lessor may suffer or incur in connection with the loss of life, personal injury, illness and or damage to property, arising from or out of any occurrence in or upon or at the Premises or the use of the Premises by the Lessee or any part thereof or to any person or the property of any person using or entering on or near the Premises howsoever occasioned or occurring (loss, injury, illness, damage or destruction caused or occasioned by any negligent act, default or omission of the Lessor or its servants, agents or contractors excepted).

(c) Abuse of installations

To indemnify and keep indemnified the Lessor from and against any and all loss or damage whatsoever occasioned by the neglect, use, misuse or abuse of:

- (i) water, electricity or gas supplied to the Premises; or
- (ii) installations, fixtures or fittings for water, gas or electricity,

by the Lessee or by any servant, agent, contractor or invitee of the Lessee, and that the Lessee will pay for all damage or injury to the Premises or to the Lessor or to any other person in consequence of any breach or non-observance of the provisions of this paragraph.

(d) Insurance moneys

Without prejudice to the generality of paragraph (a) (to the extent that the terms and conditions of any insurances effected by the Lessee or any moneys paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor shall or may be or become liable in respect of all or any of the matters referred to in subparagraphs (i), (ii) and (iii) of this paragraph) to indemnify the Lessor and keep the Lessor indemnified from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor shall or may be or become liable in respect of all or any loss or damage to property or death or injury to any person of any nature or kind and however or wherever sustained that:

- (i) is caused or contributed to by the use or occupation of the Premises except to the extent caused or contributed to by the negligence or act, default or omission of the Lessor;
- (ii) results from any act, default or omission by the Lessee under this Lease; or
- (iii) results from any notice, claim or demand to pay, do or perform any act, matter or thing to be paid, done or performed by the Lessee under this Lease.

3.17 Yielding up

(a) Peaceably yield up

Upon the expiration or sooner determination of the Term, to peaceably surrender and yield up to the Lessor the Premises clean and free of rubbish and

in a state of repair and condition that is entirely consistent with all of the Lessee's Covenants having been fully complied with.

(b) Removal of Lessee's fixtures

Subject to any clause to the contrary, at or prior to the determination or termination of the Term to take, remove and carry away from the Premises all signs, fixtures, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and the Lessee shall on such removal forthwith make good to the satisfaction of the Lessor any damage which may be occasioned by such removal.

(c) Liquidated damages for failure to remove fixtures, etc.

Without limiting the Lessee's obligations under paragraphs (a) and (b) in any way, if, after receiving a notice from the Lessor given on or at any time after the determination or termination of the Term demanding that the Lessee remove any sign, fixture, plant, equipment or other article not removed in accordance with paragraph (b) ("**Removal Notice**") the Lessee fails to comply with all of its obligations under paragraph (b) within FIVE (5) days of the date of receipt of the Removal Notice then the Lessee shall:

- (i) pay the Lessor on demand by way of liquidated damages an amount per day equal to 1/365th of the Rent payable by the Lessee immediately prior to the expiration or sooner determination of the Term (as the case may be) ("**Removal Rent**"); and
- (ii) the Removal Rent shall be paid by the Lessee to the Lessor from and including the date on which the Removal Notice was received by the Lessee up to and including the day on which the Lessee has fully complied with all of its obligations under paragraph (b).

(d) Abandonment of fixtures

Further or in the alternative to the Lessor's rights and powers under paragraph (c), the Lessor may, at any time after the expiration or sooner determination of the Term, give the Lessee a notice ("**Abandonment Notice**") requiring the Lessee to remove all fixtures, fittings, plant, equipment or other articles not previously removed by the Lessee in accordance with paragraph (b) ("**Remaining Items**"). On the Lessee's receipt of an Abandonment Notice, the Lessee shall have TWO (2) days within which to remove all Remaining Items and failing removal within that TWO (2) day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable. All reasonable costs incurred by the Lessor in respect of any sale shall be paid by the Lessee on demand.

Nothing shall preclude the Lessor from giving a Removal Notice and recovering the Removal Rent in accordance with paragraph (c) and later giving the Lessee an Abandonment Notice at any time pursuant to this paragraph. The Lessee's

obligation to pay the Removal Rent shall cease immediately upon the Lessee's receipt of an Abandonment Notice. Nothing however, shall release the Lessee from liability to pay any Removal Rent that is in arrears on the date that the Lessee receives an Abandonment Notice.

3.18 Not to lodge caveat or other interest against Title to Land

(a) Interpretation

In this subclause, a reference to a Certificate of Title to the Land includes a reference to a Certificate of Crown Land Title if the Land is Crown land.

(b) No absolute or subject to claim caveat

Not to lodge an absolute caveat or a subject to claim caveat over the Land or any part of the Land or against the Certificate of Title to the Land to protect the interest of the Lessee and the Lessee IRREVOCABLY APPOINTS the Lessor and every officer and employee of the Lessor for the time being authorised in that behalf by the Lessor jointly and severally, to be the true and lawful attorney for the Lessee in its name and on its behalf to execute and to lodge at the Department of Land Information a withdrawal of any absolute caveat or subject to claim caveat 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 subclause and shall indemnify the Lessor in respect of any loss arising from any act done under or by virtue of this subclause and the Lessee will pay the Lessor's reasonable costs (including solicitors' costs) and expenses of and incidental to the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land or the Certificate of Title to the Land as provided by this subclause.

(c) Not to register dealings

Not to lodge or cause to be lodged any lease, sublease, mortgage, charge or other dealing against the Certificate of Title to the Land without the prior written consent of the Lessor.

3.19 Alcohol

(a) Consumption of alcohol

Not to use or allow the Premises to be used for the consumption or sale of alcohol without first obtaining the written consent of the Lessor.

(b) Liquor licence

That in relation to an application for a licence or permit under the *Liquor Licensing Act 1988* for the Premises it shall:

- (i) not make such an application without first obtaining the written consent of the Lessor and the Lessor shall determine any application for its consent in accordance with any Council Policy or Procedure.
- (ii) if a licence or permit is granted to it, comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises subclause 3.9 shall apply;

- (iii) if the licence or permit is granted to it, provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit) to the Lessor as soon as practicable after the date of grant; and
- (iv) if the licence or permit is granted to it, indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Licensing Act 1988*, the licence or permit for which it may be liable as the owner of the Premises.

3.20 Incorporated association

Where the Lessee is an incorporated association, to maintain its incorporation under the *Associations Incorporation Act 1987*.

4. Lessor's Covenants

The Lessor covenants with the Lessee, subject to the Lessee observing and performing the Lessee's Covenants:

4.1 Quiet enjoyment

That the Lessee shall and may, except as provided in this Lease, peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor.

4.2 Repairs and Maintenance

The Lessor agrees to comply with the obligations set out in Annexure 2, if any.

5. Mutual Agreements

The parties agree as follows:

5.1 Default by Lessee

If:

- (a) the Rent shall be unpaid for SEVEN (7) days after it is due (whether demand for payment shall have been made or not); or
- (b) the Lessee shall breach any of the Lessee's Covenants and the breach shall continue for FOURTEEN (14) days after notice has been served on the Lessee by the Lessor; or
- (c) the Lessee being a company shall enter into liquidation whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or a receiver or manager is appointed; or
- (d) the Lessee being an incorporated association shall have its incorporation cancelled, be wound up or cease to be an association eligible to be incorporated under the *Associations Incorporation Act 1987*; or
- (e) the Lessee ceases or threatens to cease carrying on business; or

- (f) the Lessee being a natural person shall commit an act of bankruptcy,

then and in any of these cases the Lessor may at any time thereafter and without any notice or demand enter and repossess the Premises and the Term and the estate and interest of the Lessee in the Premises shall immediately determine but without prejudice to any rights of the Lessor under this Lease and at law and without releasing the Lessee from liability in respect of any of the Lessee's Covenants.

Upon re-entry by the Lessor, the Lessor shall, after the Lessee has failed to comply with a written notice to remove its property within THREE (3) days, have the absolute right to remove any property left in or about the Premises and the Lessee shall indemnify the Lessor from and against all damage to that property and any reasonable costs that may be incurred by the Lessor as a consequence including but not limited to the costs of removal and storage.

5.2 Damages for breach of essential term

The Lessor and the Lessee agree that the covenants by the Lessee contained or implied in:

- (a) subclauses 3.1 and 3.3 to pay the Rent and Outgoings respectively at the times and in the manner provided;
- (b) paragraph 3.7(a) to use the Premises only for the purpose described in that paragraph; and
- (c) subclause 3.10 not to assign, sub-let, license, mortgage, charge or otherwise part with possession of the Premises or any part of the Premises or in any way dispose of the benefit of this Lease except as provided for, are (subject to the following proviso) essential terms of this Lease and the breach, non-observance or non-performance of any one of those covenants, terms or conditions shall be deemed to be a fundamental breach of the provisions of this Lease on the part of the Lessee PROVIDED THAT the presence of this subclause in this Lease shall not mean or be construed as to meaning that there are no other essential terms in this Lease. Should the Lessor terminate the Term pursuant to subclause 5.1, following any such fundamental breach without prejudice to any other right or remedy of the Lessor contained or implied in this Lease, the Lessee covenants with the Lessor (and agrees with the Lessor that this covenant will survive the determination of the Term) that the Lessor shall be entitled to recover from the Lessee as and by way of liquidated damages for the breach the difference between:
 - (i) the aggregate of the Rent and Outgoings which would have become payable by the Lessee to the Lessor if this Lease had expired by effluxion of time calculated at the rate payable at the date of determination (less a rebate in respect of instalments of Rent and Outgoings (calculated as aforesaid) not then accrued or due to be ascertained by applying a rate of 10% per annum to each instalment over the period by which the date for payment is brought forward by this subclause) together with any costs and expenses incurred by the Lessor or which the Lessor reasonably estimates are likely to be incurred by the Lessor as a result of such breach including the cost to the Lessor of re-letting or attempting to re-let the Premises; and
 - (ii) the aggregate of the Rent and Outgoings which the Lessor by taking proper steps to re-let the Premises shall obtain or could reasonably be

expected to obtain by re-letting the Premises after such determination to the date this Lease would have expired by effluxion of time PROVIDED THAT in so doing the Lessor shall not be required or obliged to offer or accept in respect of such re-letting terms, covenants, conditions or stipulations which are the same or similar to the terms, covenants, conditions or stipulations contained or implied in this Lease.

5.3 Abatement of Rent

If the Premises or any part thereof shall during the Term be destroyed or so damaged as to render the Premises unfit for occupation or use then in any such case the Rent or a fair and just proportion according to the nature and the extent of the damage sustained shall from the date of such damage or destruction until the Premises shall be reinstated and made fit for occupation or use be suspended and cease to be payable and any dispute concerning this provision shall be determined by a single arbitrator appointed by the parties in accordance with the provisions of the *Commercial Arbitration Act 1985* PROVIDED THAT the Rent shall be paid without any abatement until the date of the award of the arbitrator or agreement between the parties (whichever is the earliest) whereupon the Lessor will refund to the Lessee any Rent overpaid by the Lessee.

5.4 Destruction of Premises

If the Premises shall during the Term be destroyed or substantially damaged so as to require rebuilding or reconstruction of the Premises either party may by notice in writing to the other terminate this Lease as from the date of the giving of such notice without prejudice to the Lessor's rights in respect of any antecedent breach of the Lessee's Covenants by the Lessee.

5.5 Lessor may remedy Lessee's default

If the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has agreed to pay, do or effect, then on each and every occasion the Lessor shall be entitled without prejudice to any rights or powers the Lessor may have, to pay the money or to do or effect the thing by itself as if it were the Lessee and for that purpose the Lessor may enter upon and remain on the Premises for the purpose of doing or effecting any such thing and any moneys expended by the Lessor shall be repayable by the Lessee to the Lessor upon demand.

5.6 Lessor not liable to third parties

The Lessor shall not be responsible for any loss, damage or injury to any person or property of the Lessee or any other person in or about the Premises unless the same shall arise from the negligence of the Lessor.

5.7 Notices

Any notice required to be served under this Lease shall be sufficiently served on:

- (a) the Lessee if:
 - (i) left addressed to the Lessee at the Premises; or
 - (ii) forwarded to the Lessee by post to the Premises or to the address of the Lessee mentioned in this Lease; and

- (b) the Lessor if addressed to the Lessor and left at or sent by post to the Lessor's address mentioned in this Lease or such other address as may be notified to the Lessee from time to time,

and any notice sent by post shall be deemed to be given at the time when it ought to have been delivered in due course of post unless the contrary is shown.

5.8 Holding over

If the Lessee remains in possession of the Premises after the expiration of the Term then the Lessee shall be a monthly tenant of the Lessor at a rent equivalent to the Rent payable by the Lessee at the expiration of the Term and otherwise on the same terms and conditions of this Lease. Any holding over may be determined by either party giving one month's written notice to the other party of its intention to determine the holding over at the expiration of the period of notice or such other date as may be stated in the written notice.

5.9 Waiver

No waiver by the Lessor of any of the Lessee's Covenants shall operate as a waiver of another breach of the Lessee's Covenants.

5.10 Severance

In the event of any part of this Lease being or becoming void or unenforceable whether due to the provisions of any Act or otherwise then that part shall be severed from this Lease to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any severance.

5.11 Act by agent

All acts and things which the Lessor or the Lessee is required or empowered to do under this Lease may be done by the Lessor or the Lessee (as the case may be) or the solicitor, agent, contractor or employee of the Lessor or the Lessee (as the case may be) as authorised by the Lessor or Lessee (as the case may be).

5.12 Exercise of powers

The Lessor may exercise the Lessor's Powers without any proof of default by the Lessee or the continuance of that default or any notice being required (other than as provided in this Lease) and notwithstanding any laches, neglect or previous waiver by the Lessor in respect of any of the Lessee's Covenants or the exercise of any of the Lessor's Powers.

5.13 Non-merger

The terms or 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 to this Lease 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 such other agreement all of which shall continue in full force and effect.

5.14 Proper law

This Lease shall be governed by the law of Western Australia.

5.15 Effect of execution

This Lease shall be binding upon each person or party who has executed it notwithstanding:

- (a) the failure of any other person named as a party to execute it;
- (b) the avoidance or unenforceability of any part of this Lease; or
- (c) the avoidance or unenforceability of this Lease or any part of this Lease against any signatory or intended signatory.

6. Dispute Resolution

6.1 Notice of Dispute

In the event of a dispute between the Lessor and the Lessee concerning this Lease in any way, or concerning the rights and liabilities of the Lessor or the Lessee, the affected party may give the other a written notice setting out the material particulars of the Dispute.

6.2 Appointment of representative

Each party shall appoint a senior officer, or other person, with authority to negotiate and reach settlement, and the parties' representatives shall personally meet in Brookton within TEN (10) business days of the date of the receipt of the notice calling for such a meeting.

6.3 Best endeavours to resolve Dispute

The parties' representatives in good faith, and using their best endeavours at all times, shall attempt to resolve the Dispute.

7. Arbitration

7.1 Notice to arbitrate

Provided that a party has not given a notice under subclause 0, or if it has that the Dispute has not been resolved under subclause 6.3, then:

- (a) any party to that dispute shall give notice in writing to the other party; and
- (b) at the expiration of SEVEN (7) days, unless the matter is settled in the interim, the Dispute shall be submitted to the arbitration of a single arbitrator who shall be a person appointed by the President of the Institute of Arbitrators (Western Australian Division).

7.2 Final decision

The arbitrator's award shall be final and binding on the parties.

7.3 No entitlement to commence an action

No party is entitled to commence or maintain an action upon a Dispute until the matter in dispute has been referred to and determined by the arbitrator, and then only for the amount or relief to which the arbitrator, by her or his award, finds that party is entitled.

7.4 Costs of arbitration

The costs of the submission, reference or award are in the discretion of the arbitrator.

8. Renewal of Term

8.1 Notice of renewal

If the Lessee wishes to renew the Term and gives the Lessor written notice not earlier than SIX (6) calendar months but not later than THREE (3) calendar months prior to the expiration of the Term and if at the time of giving such notice there is no outstanding breach or non-observance of any of the Lessee's Covenants and if in the meantime the Lessor's right of re-entry has not otherwise arisen, then the Lessor will at the cost of the Lessee grant to the Lessee a renewal of the Term for the further period specified in Item 7 of Schedule 1 and otherwise on the same terms and conditions as are contained or implied in this Lease other than this right of renewal subject always to the provisions of this subclause.

8.2 Execution of deed of extension of Lease

Upon the valid exercise of the option to extend this Lease, the Lessee shall, prior to the expiration of the then current Term, execute a deed recording the extension of this Lease. The deed shall be prepared by the Lessor's solicitors in a form approved by the Lessor at the reasonable expense of the Lessee in all respects including payment of all stamp duty and the Lessor's solicitors' reasonable costs and disbursements.

9. Amendments to Lease

This Lease may only be amended by the agreement of the Parties in writing.

10. Whole of Agreement

The Lessee acknowledges and declares that in entering into this Lease the Lessee has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect to the suitability of the Premises or the finish, facilities, amenities or services on the Premises and that the covenants and provisions contained in this Lease as amended from time to time by the Parties in writing expressly or by statutory implication cover and comprise the whole of the agreement between the parties and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied or to arise between the parties by way of collateral or other agreement.

11. Moratorium Negatived

The application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of the Rent hereby reserved or any part of the Rent, or otherwise affecting the operation of the covenants, conditions and stipulations on the part of the Lessee to be performed or observed, or providing for compensation, rights or privileges at the expense of the Lessor in favour of the Lessee or any other person, is hereby expressly excluded and negated.

12. Goods and Services Tax

12.1 Definitions

In this Lease:

"Basic Consideration" means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

"GST" has the meaning that it bears in the GST Act;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

"GST Adjustment Rate" means the amount of any increase in the rate of tax imposed by the GST Law;

"GST Law" has the meaning that it bears in section 195-1 of the GST Act;

"GST Rate" means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

"Input Tax Credit" has the meaning that it bears in section 195-1 of the GST Act;

"Tax Invoice" has the meaning which it bears in section 195-1 of the GST Act;

"Taxable Supply" has the meaning which it bears in section 195-1 of the GST Act.

12.2 Lessee must pay

(a) GST

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, as from the date of any such introduction or application

- (i) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (ii) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

(b) Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with paragraph 12.2(a)(ii).

12.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to subclause 12.2, the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

13. Western Australian Planning Commission Consent

If for any reason this Lease requires by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

14. Special Terms

The special terms covenants and conditions (if any) set out in Item 12 of Schedule 1 shall be deemed to be incorporated in this Lease as if fully set out herein and in the event of there arising any inconsistency with the terms, covenants and conditions contained in this Lease then the terms, covenants and conditions set out in Item 12 of Schedule 1 shall prevail.

15. Termination

Either party may terminate this lease by giving at least three (3) calendar months' notice to the other party.

Schedule 1

1. The Lessee
Our Craft Collective Incorporated.
2. The Encumbrances
Nil
3. The Land
Reserve 43158 - Vested in the Shire of Brookton for the purposes of *Recreation, Tourism, Health, Civic and Community purposes*.
4. The Premises
The buildings known as the former Bowling Club situated at Lot 510 White Street on part of the Land as is more particularly delineated for the purpose of identification only on the plan annexed to this Lease and marked "Annexure 1" and includes all carpets and floor coverings, curtains and blinds and other fixtures and fittings belonging to the Lessor therein and all additional or modifications and replacements for the time being.
5. Date of Commencement
1st December 2024
6. Term
5 Years
7. Term of renewal
5 Years
8. Rent
The Rent is set at \$ 900.00 (GST Inclusive) per annum, payable on demand annually on the Date of Commencement and each anniversary of the Date of Commencement
9. Permitted use of Premises
The premises are to be used for the purpose of Our Craft Collective Incorporated members and activities and other community and recreation activities with the approval of the Lessor.
10. Public liability insurance
TEN MILLION DOLLARS (\$10,000,000)
11. Excess payable
The Lessee will be liable for any excess resulting from an insurance claim in relation to contents or public liability. The Lessor will be liable for any excess resulting from an insurance claim in relation to the building or property.
12. Special terms
Nil.
13. Trust
Not applicable

Schedule 2 - Fixtures and Fittings

Listed below are items supplied and installed by the Lessee:

Item	No
Westinghouse Electric Stove	1

Executed by the parties as a deed

The Common Seal of Shire of Brookton)
was affixed in the presence of:)
)
)

Signature of President

Signature of Chief Executive Officer

Name of President in full

Name of Chief Executive Officer in full

The Common Seal of Our Craft)
Collective Incorporated was affixed in)
accordance with its Constitution in the)
presence of:)
)

Signature of authorised sealing
officer/Secretary

Signature of authorised sealing
officer/President

Name of authorised sealing
officer/Secretary

Name of authorised sealing
officer/President

Annexure 1 - Plan of Premises



15.12.24.04 LEASE - PORTION OF RESERVE 43158 – 14 WHITE STREET – BROOKTON BANDICOOT GIRL GUIDES
--

File No:	COM004
Date of Meeting:	19 December 2024
Location/Address:	Portion of Reserve 43158, 14 White Street Brookton Youth Shed
Name of Applicant:	Brookton Bandicoot Girl Guides
Name of Owner:	Shire of Brookton
Author/s:	Gary Sherry – Chief Executive Officer
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	The author and authorising officer do not have an interest in this item
Voting Requirements:	Simple Majority
Previous Report:	N/A

Summary of Report:

Council is to consider entering a 5 year lease with two 5 year renewals to Brookton Bandicoot Girl Guides (BBGG) over a portion of Portion of Reserve 43158, 14 White Street Brookton.

Description of Proposal:

The Shire of Brookton finally completed the construction of the Youth Shed in early 2023 in order to allow the BBGG to move in. The BBGG have been operating from the Youth Shed and agreed to the terms of the draft lease agreement included at Attachment 15.12.24.04A since that time. The Youth Shed was formally opened in August 2023.

The Shire Administration initially delayed Council consideration of the draft lease agreement in order to ensure the Minister for Land's approval of the wording of the Indemnity Clause and formal consent for the lease. That approval and consent was received in June 2024.

The draft lease is now provided for Council consideration.

The draft lease agreement, included at Attachment 15.12.24.04A, includes the following requirements:

- at clause 3.4 the BBGG will pay all water, electricity, power, gas and telephone and any other fees or charges. Without significant investment in infrastructure the Shire of Brookton is not in a position to precisely charge separately for water and electricity consumption because the site shares these utility connections with other users. The Shire administration expects to monitor utility consumption through the life of this and other leases to identify any changes that may require an alteration of the terms of the lease;
- at clause 3.4 the BBGG will generally maintain the premises and keep the premises clean and in good and substantial repair, order and condition. The BBGG is not required to complete any structural maintenance. Structural maintenance remains the responsibility of Council;
- at clause 3.5 the BBGG will use the premises for the purpose of BBGG members and activities and other community and recreation activities with the approval of the Lessor;
- at clause 3.9 not permit assignment of the lease without Council consent;
- at clause 3.11 the BBGG will maintain public liability insurance off at least \$10 Million;
- at clause 3.12 the BBGG will maintain any contents insurance required;
- at clause 6 a dispute resolution process is outlined;

- at clause 8 the BBGG will provide 3 months notice of a desire to renew the lease;
- at clause 12, either party may terminate the lease with 1 months notice;
- the Shire will meet the utility costs for the premises, but the BBGG will pay \$10 per year as rent; and
- the lease term is for 5 years from 1st August 2024, with a term of renewal of 5 years and a further 5 years at discretion of the Shire.

Background:

Reserve 43158 is vested to Council for the purposes of Recreation, Tourism, Health, Civic and Community purposes.

In 2020/21 Council received \$451,000 part of the Local Roads and Community Infrastructure Phase 1 and 2 programs, which together with the \$500,000 Commonwealth Governments Drought Communities Fund, allowed Council to undertake a number of community facility projects. These projects included the chalets, improved ablutions and campers kitchen at the Brookton Caravan Park and the construction of the Youth and Men's Shed/Community Garden buildings and youth playground.

The Shire had intended to have the BBGG and Noongar Youth Group operate from the Youth Shed building. However the Noongar Youth Group subsequently withdrew from Brookton Community Inc. and haven't operated for several years.

Consultation:

The Shire Administration has consulted with BBGG over the draft lease agreement. Council completed extensive community consultation over the location of the Youth Precinct in the Brookton Reserve 43158 Management Plan 2020 – 2030.

Statutory Environment:

Section 3.58 of the Local Government Act applies to the disposition of property, and a lease is included in the definition of disposition. However, Clause 30 Local Government (Functions and General) Regulations 1996 allows the lease of land to an incorporated community recreational group such as the BFGG, to be an exempt disposition, where the requirements of Section 3.58 are not applicable.

The area of the proposed lease is included in Council's Brookton Reserve 43158 Management Plan 2020 – 2030. The proposed leased area is identified as part of the Youth Precinct with the purpose of this Precinct is to accommodate future youth activities and purpose-built infrastructure.

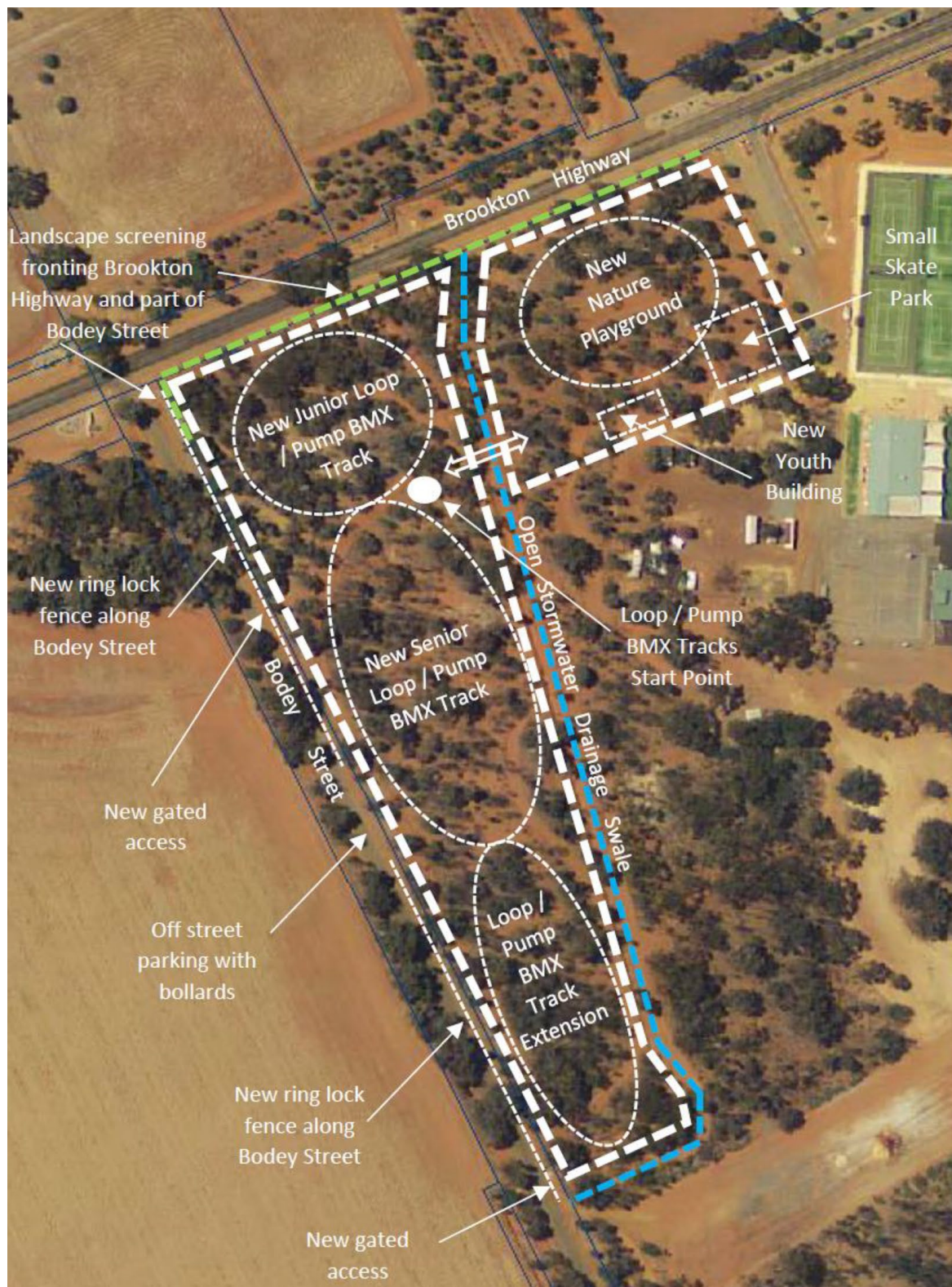


Figure 28 – Youth Precinct - Revised

Financial Implications:

The annual rental included in the lease is \$10.

Council has expended \$2,433 year to date of a budget of \$8,221 for the youth shed expenses. This includes \$240 of insurance and Shire labour expenses of \$2,072.

Risk Assessment:

The proposed lease to the BBGG has a Minor consequences of Asset and Financial risk with a

Possible likelihood.

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Extreme
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

The activities completed on the premises subject to the draft lease agreement have relevance under the Shire of Brookton's Strategic Community Plan 2022-2032 at sections:

- 7.3 Community connectiveness program
- 8.1 Volunteer support program
- 10.1 Sport and recreation action program
- 13.3 Civic Precinct redevelopment project
- 15.3 Built form cultural activation project.

Comment: Nil

OFFICER'S RECOMMENDATION

That Council:

1. approves the draft lease agreement to Brookton Bandicoots Girl Guides included at attachment 15.12.24.04A; and
2. authorises the Shire President and Chief Executive Officer to sign and affix the Shire of Brookton common seal to the Lease Agreement.

(Simple majority vote required)

COUNCIL RESOLUTION

MOVED Cr de Lange SECONDED Cr Bell

That Council:

- 1. approves the draft lease agreement to Brookton Bandicoots Girl Guides included at attachment 15.12.24.04A; and***
- 2. authorises the Shire President and Chief Executive Officer to sign and affix the Shire of Brookton common seal to the Lease Agreement.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis

Against: Nil

Attachments

Attachment 15.12.24.04A- Draft Lease - Portion of Reserve 43158, 14 White Street Brookton.

OFFICIAL

Brookton Bandicoot Girl Guides Shed

Lease

Shire of Brookton
Lessor

Brookton Bandicoot Girl Guides
Lessee

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This Deed of Lease made at **on**

Parties **Shire of Brookton** of 14 White Street, Brookton, Western Australia ("**Lessor**")

The lessee mentioned in Schedule 1 ("**Lessee**")

Recitals

- A. The Lessor has the care, control and management of the land pursuant to management order;

Reserve 43158 - Vested in the Shire of Brookton for the purposes of *Recreation, Tourism, Health, Civic and Community*.
- B. This Lease has been entered into under and in accordance with section 3.58 of the *Local Government Act 1995*.
- C. The Lessor has agreed to the lease, and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

The parties agree

1. Definitions and Interpretation

1.1 Definitions

In this Lease, unless the contrary intention appears, the following expressions shall have the following meanings:

"Act" includes all acts and statutes (State or Federal) for the time being enacted and all regulations, schemes, ordinances, local laws, by-laws, requisitions, orders or statutory instruments made under any Act from time to time by any statutory, public or other competent authority;

"Annexure 1" means Annexure 1 of this Lease;

"Annexure 2" means Annexure 2 of this Lease;

"Date of Commencement" means the date mentioned in Item 5 of Schedule 1;

"Dispute" means a dispute referred to in subclause 6.1;

"fixtures and fittings" includes the items mentioned in Schedule 2;

"Land" means the land mentioned in Item 3 of Schedule 1;

"Lessee" means the Lessee and includes, where not repugnant to the context, the servants and agents of the Lessee;

"Lessee's Covenants" means each and every covenant contained or implied in this Lease to be observed or performed by the Lessee;

"Lessor" means the Lessor and includes, where not repugnant to the context, the servants and agents of the Lessor;

"Lessor's Powers" means each and every right, power and remedy exercisable by the Lessor under this Lease;

"Outgoings" means the charges mentioned in subclause 3.2;

"Premises" means the premises mentioned in Item 4 of Schedule 1 and includes, where not repugnant to the context, any part thereof;

"Rent" means the rent mentioned in Item 8 of Schedule 1 and any agreed variation of the rent determined in accordance with the provisions of this Lease from time to time;

"Schedule 1" means Schedule 1 of this Lease;

"Schedule 2" means Schedule 2 of this Lease;

"Term" means the term of this Lease mentioned in Schedule 1 including any renewal or extension of the term in accordance with the provisions of this Lease from time to time;

"this Lease" means this lease including any schedules and annexures and as amended from time to time by the Parties in writing; and

"Tobacco Product" means tobacco, a cigarette or a cigar or any other product the main, or a substantial ingredient of which is tobacco and which is designed for human consumption or use.

1.2 Interpretation

In this Deed:

- (a) headings are for convenience only and do not affect the interpretation or construction of this Lease; and

unless the context indicates the contrary intention:

- (b) every covenant or agreement expressed or implied in this Lease in which more than one person covenants or agrees shall bind each person jointly and severally;
- (c) a reference to any party shall mean and include a reference to that party and the party's successors, personal representatives and transferees and a reference to a corporation or body includes a reference to the corporation or body's successors and assigns;
- (d) words importing the singular include the plural (and vice versa) and words denoting individuals include corporations (and vice versa);
- (e) a reference to a clause, a subclause, a paragraph, a schedule or an annexure is reference to a clause, a subclause, a paragraph, a schedule or an annexure of this Lease and as amended in accordance with the provisions of this Lease from time to time;
- (f) a reference to any Act or to any section or provision thereof includes a reference to that Act, section or provision as amended, replaced, varied or substituted from time to time; and
- (g) where any act, matter or thing is to be done under this Lease on a Saturday or Sunday, then that act, matter or thing may be done on the Monday immediately following the relevant Saturday or Sunday or in the event of a public holiday in Western Australia the act, matter or thing may be done on the working weekday immediately following that public holiday.

2. Operative Part

The Lessor HEREBY LEASES to the Lessee and the Lessee hereby takes on lease the Premises, subject to the Encumbrances, from the Date of Commencement for the Term at the Rent and subject to and upon the covenants, conditions and stipulations contained in this Lease.

3. Lessee's Covenants

The Lessee covenants with the Lessor:

3.1 Rent

To pay the Rent (free from all deductions) in the manner and at the times mentioned in Schedule 1 to the Lessor at its address or as the Lessor may in writing from time to time direct.

3.2 Outgoings

To duly and punctually pay all water, electricity, power, gas and telephone and any other fees or charges at the time they fall due and are invoice by the respective private or government entity.

3.3 Other liabilities

To the extent permissible at law, to pay upon demand to the Lessor by way of reimbursement an amount equal to any moneys paid or outlaid by the Lessor in respect of any liability imposed on the Lessee under this Lease.

3.4 Maintain and repair Premises

(a) Generally

During the Term and for so long as the Lessee remains in possession or occupation of the Premises, to maintain, replace, repair, clean and keep the Premises clean and in good and substantial repair, order and condition having regard to the age of the Premises at the Date of Commencement PROVIDED THAT:

- (i) this subclause shall not impose on the Lessee any obligation in respect of damage by earthquake, aircraft, riot, civil commotion, fire, flood, lightning, storm, tempest and reasonable wear and tear, act of God and war unless the damage is caused by the neglect, default or misconduct of the Lessee or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or its servants, agents, contractors or invitees;
- (ii) this subclause shall not impose on the Lessee any obligation in respect of any structural maintenance, replacement or repair except when rendered necessary by any act, neglect, default or omission on the part of the Lessee or its servants, agents, contractors or invitees or by the Lessee's particular use or occupancy of the Premises;
- (iii) all electric globes and fluorescent tubes in the Premises which may be damaged, broken or fail for any reason shall be replaced by the Lessee at its expense; and

- (iv) the expression **"reasonable wear and tear"** shall not include excessive wear to carpets or other floor coverings in the Premises.

(b) **Fixtures, fittings, plant and equipment**

Subject to subclause 3.9, to repair and make good any damage (regardless of how minor) which may be caused to the Premises at any time by the installation or removal by the Lessee of any fixtures, fittings, plant or equipment supplied and fitted by the Lessee or on behalf of the Lessee. Any areas of the Premises that are affected in any way by the removal or installation of such fixtures, fittings, plant or equipment must be placed in a state of repair and condition as if the installation and the removal of the relevant fixtures, fittings, plant or equipment had never taken place. This obligation shall include, without limitation, an obligation on the Lessee to place all walls, floors, ceilings, carpets, skirting boards, plasterwork, paintwork and wallpaper in a state that is aesthetically consistent with the immediate surrounding areas and the rest of the Premises.

(c) **Carpets**

That any carpet replaced by the Lessee or installed by the Lessee shall immediately become and shall remain the property of the Lessor.

(d) **Specific Maintenance Requirements**

In addition to the obligations set out in this subclause 3.4, the Lessee must comply with the specific obligations set out in Annexure 2, if any.

3.5 Use of premises

(a) **Generally**

Not to use or permit the Premises to be used as the residence or sleeping place of any person, but to use the Premises only for the purpose mentioned in Item 9 of Schedule 1 and for no other purpose whatsoever.

(b) **Offensive activities**

Not to do, exercise or carry on or allow any person to do, exercise or carry on in the Premises any noxious, noisome or offensive act, trade, business, occupation or calling or any act, matter or thing whatsoever which may cause nuisance, damage or disturbance to the Lessor or occupier of any building in the neighbourhood.

(c) **Birds, animals**

Not to keep any birds or animals in or about the Premises.

(d) **Lavatories etc.**

Not to use or allow to be used the lavatories, toilets, sinks and drainage and other plumbing facilities in the Premises for any purposes other than for which they were constructed or provided.

(e) **Chemicals etc.**

Not to use or allow to be used any chemicals or inflammable gases, fluids or substances on the Premises except where reasonably necessary in the normal course of the Lessee's permitted use of the Premises.

(f) **Signs**

Not, without the prior written consent of the Lessor (which consent shall not be unreasonably withheld), to construct, display, affix or exhibit on or to the exterior or interior of the Premises any signs, lights, embellishments, advertisements, names or notices visible from outside the Premises.

(g) **Removal of rubbish**

To keep the Premises free from dirt and rubbish and to store and keep all trade waste, trash and garbage in proper receptacles.

(h) **Floor overloading**

Not to do or allow anything to be done on the Premises which would result in excessive stress, strain or floor loading to any part of the Premises except to those parts of the Premises designated in writing by the Lessor.

(i) **Pest control**

To take all reasonable precautions to keep the Premises free of rodents, vermin, insects, pests, birds and animals.

(j) **Not to pollute**

To do all things necessary to prevent pollution or contamination of the Premises by garbage, refuse, waste matter, oil and other pollutants.

(k) **No smoking**

Not to use or allow the Premises to be used for smoking, holding, or otherwise having control over, an ignited Tobacco Product.

(l) **Alcohol consumption**

Not to use or allow the Premises to be used for the consumption, or sale, of alcohol, without first obtaining the written consent of the Lessor.

3.6 Entry by Lessor and others

To permit entry to the Premises at all reasonable times upon giving to the Lessee reasonable notice (except in the case of emergency when notice shall not be required):

(a) **To inspect**

By the Lessor and its agents, servants and contractors to view the state of repair thereof for the purposes of ensuring compliance by the Lessee with all or any of the Lessee's Covenants.

(b) **To repair**

By the Lessor and its agents, servants and contractors with workmen and others and all necessary materials and equipment for the purpose of complying with any request, requirement, notification or order of any authority having jurisdiction or authority over or in respect of the Premises for which the Lessee is not liable under this Lease or for which the Lessee is liable but has failed to carry out or for the carrying out of repairs, renovations, maintenance, modifications, extensions, alterations or replacements to the Premises and all plant, machinery and other building equipment within the Premises PROVIDED THAT in the exercise of this right the Lessor shall use its best endeavours not to cause any undue inconvenience to the Lessee.

3.7 Alterations and installations

(a) **Generally**

Not to make or suffer to be made to the Premises any alterations or external projection or any structural alterations or to cut, maim or injure or suffer to be cut, maimed or injured any of the principal structure or walls or any part thereof without the prior written consent of the Lessor PROVIDED THAT such consent shall not be withheld in the case of any structural alterations or additions required to be made to the Premises by any local or statutory authority by reason of the particular use to which the Premises are put by the Lessee, but any such structural alterations or additions shall be effected at the sole cost of the Lessee to a specification approved in writing by the Lessor prior to the commencement of the said structural alterations or additions.

(b) **Carried out in workmanlike manner**

That all buildings, erections, improvements and alterations to be constructed and all works carried out or executed on the Premises by the Lessee shall be constructed, carried out or executed by the Lessee in a proper and workmanlike manner and under the supervision and to the reasonable satisfaction of the Lessor's building surveyor or maintenance officer (or such other officer of the Lessor as the Lessor may appoint) and in the event of any dispute the certificate of the building surveyor (or such other officer of the Lessor) shall be final and binding upon the parties.

(c) **Plant and equipment**

Not to make any alterations or additions to any plant, equipment, fixtures or fittings forming part of the Premises (including without limitation any air-conditioning plant, electrical fittings, plumbing and fire warning or prevention systems) ("**Plant and Equipment Alterations**") without the Lessor's prior written consent (which may be withheld in the Lessor's discretion or given on such terms and conditions as the Lessor considers fit). Any application for consent shall be accompanied by detailed plans and specifications and, if approved by the Lessor, any works shall be carried out by the Lessee in a proper and workmanlike manner and under the supervision and to the reasonable satisfaction of such officer of the Lessor as the Lessor may appoint, and in the event of any dispute the certificate of the officer shall be final and binding upon the parties.

If any Plant and Equipment Alterations are made by the Lessee at any time then, on the expiry or sooner determination of the Term, the Lessee shall at the Lessor's request, promptly reinstate and restore the Premises as nearly as

possible to its original state and shall repair and make good any damage (regardless of how minor) which may be caused to the Premises as a result of the reinstatement and restoration works. This obligation shall include, without limitation, an obligation on the Lessee to place all walls, floors, ceilings, carpets, skirting boards, plasterwork, paintwork and wallpaper in a state that is aesthetically consistent with the immediate surrounding areas and the rest of the Premises.

(d) **Window treatments**

Not without the prior written consent of the Lessor to install any other form of window treatment to the windows of the Premises either in addition to or in replacement of the existing window treatments unless and until they become worn or be damaged in which case the Lessee shall in the event that such wear or damage is caused by reason of the Lessee's own act or omission replace them with window treatments of similar quality, colour and design (unless otherwise agreed by the parties) to the reasonable satisfaction of the Lessor and all replacements shall immediately become and remain the property of the Lessor.

3.8 To report certain matters to the Lessor

(a) **Broken glass and equipment**

To immediately report to the Lessor any breakage of glass including plate glass and exterior windows and all damaged or broken heating, lighting or electrical equipment or plumbing installed upon the Premises.

(b) **Defects**

To give to the Lessor prompt notice in writing of any accident to or defect or want of repair in any services or fixtures, fittings, plant or equipment in the Premises and of any circumstances known to the Lessee that may be or may cause a risk or hazard to the Premises or to any person on the Premises.

(c) **Change in office bearers**

The Lessee is to advise the Lessor of the name, address and phone number of the persons then appointed or elected to the position of President, Secretary and Treasurer (or like positions) within the Lessee, as soon as practicable after:

- (i) the Date of Commencement; and
- (ii) any change in those details.

3.9 No assignment

The Lessee is not to assign, license, mortgage, charge or otherwise part with the possession of the Premises or any part of the Premises or in any way dispose of the benefit of this Lease.

3.10 Comply with Acts

(a) **Generally**

Notwithstanding anything to the contrary contained or implied in this Lease, to comply with all Acts relating to the Premises or the use thereof PROVIDED

THAT the Lessee shall not be under any liability in respect of any structural alterations required by any Act other than caused or contributed to by the Lessee's particular use or occupation of the Premises.

(b) Fire regulations

In the positioning of partitions or any fixtures or fittings installed by the Lessee on the Premises, to comply with all Acts relating to fire detection and alarm and to pay to the Lessor the reasonable cost of effecting any alterations to the thermal detectors or other fire alarm installations which may be necessary to comply with any Act or any requirements of the Fire & Accident Underwriters' Association, the Insurance Council of Australia and the Fire and Emergency Services Authority of Western Australia.

(c) Use of Premises

The Lessor gives no warranty as to the use to which the Premises may be or are suitable to be put. The Lessee acknowledges that it has satisfied itself as to the requirements of all Acts in relation to the use of the Premises and enters into this Lease with full knowledge of and subject to any prohibitions under any Act. The Lessee shall at its cost obtain any necessary consents required pursuant to any Act to enable it to occupy the Premises for the purposes of its business.

3.11 Public Liability insurance

To effect and keep effected adequate public liability insurance for the time being in an amount not less than the amount mentioned in Item 10 of Schedule 1, or such higher amount as the Lessor shall from time to time reasonably require, with an insurer approved by the Lessor (which approval shall not be unreasonably withheld). The Lessee is to notify the Lessor of the policy details as soon as practicable after the Date of Commencement and to ensure that the insurance conforms with the reasonable requirements from time to time of the Lessor of which the Lessee is given notice.

3.12 Other insurance

During the Term, the Lessee is to effect and keep effected policies of insurance which shall include, without limitation, premiums in respect of insurance for all contents stored on the premises.

3.13 Not to invalidate insurance

Not to do or allow any act, matter or thing upon the Premises or bring or keep anything on the Premises whereby any insurance relating to the Premises may be rendered void or voidable or whereby the rate of premium on such insurance shall be or be liable to be increased and the Lessee shall pay all additional premiums of insurance on the Premises (if any) required on account of the additional or increased risk.

3.14 Indemnities

(a) Generally

To take and be subject to the same responsibilities in regard to persons and property to which the Lessee would be subject if during the Term the Lessee were the owner of the freehold of the Premises.

(b) **Indemnity**

To indemnify and keep indemnified the Department of Planning, Lands and Heritage, the Minister for Land and the Lessor from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Department of Planning, Lands and Heritage, the Minister for Land and the Lessor may suffer or incur in connection with the loss of life, personal injury, illness and or damage to property, arising from or out of any occurrence in or upon or at the Premises or the use of the Premises by the Lessee or any part thereof or to any person or the property of any person using or entering on or near the Premises howsoever occasioned or occurring (loss, injury, illness, damage or destruction caused or occasioned by any negligent act, default or omission of the Lessor or its servants, agents or contractors excepted).

(c) **Abuse of installations**

To indemnify and keep indemnified the Lessor from and against any and all loss or damage whatsoever occasioned by the neglect, use, misuse or abuse of:

- (i) water, electricity or gas supplied to the Premises; or
- (ii) installations, fixtures or fittings for water, gas or electricity,

by the Lessee or by any servant, agent, contractor or invitee of the Lessee, and that the Lessee will pay for all damage or injury to the Premises or to the Lessor or to any other person in consequence of any breach or non-observance of the provisions of this paragraph.

(d) **Insurance moneys**

Without prejudice to the generality of paragraph (a) (to the extent that the terms and conditions of any insurances effected by the Lessee or any moneys paid to the Lessor out of insurances effected by the Lessee do not fully indemnify the Lessor from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor shall or may be or become liable in respect of all or any of the matters referred to in subparagraphs (i), (ii) and (iii) of this paragraph) to indemnify the Lessor and keep the Lessor indemnified from and against all actions, claims, demands, notices, losses, damages, costs and expenses to which the Lessor shall or may be or become liable in respect of all or any loss or damage to property or death or injury to any person of any nature or kind and however or wherever sustained that:

- (i) is caused or contributed to by the use or occupation of the Premises except to the extent caused or contributed to by the negligence or act, default or omission of the Lessor;
- (ii) results from any act, default or omission by the Lessee under this Lease; or
- (iii) results from any notice, claim or demand to pay, do or perform any act, matter or thing to be paid, done or performed by the Lessee under this Lease.

3.15 Yielding up

(a) Peaceably yield up

Upon the expiration or sooner determination of the Term, to peaceably surrender and yield up to the Lessor the Premises clean and free of rubbish and in a state of repair and condition that is entirely consistent with all of the Lessee's Covenants having been fully complied with.

(b) Removal of Lessee's fixtures

Subject to any clause to the contrary, at or prior to the determination or termination of the Term to take, remove and carry away from the Premises all signs, fixtures, fittings, plant, equipment and other articles upon the Premises in the nature of trade or tenant's fixtures brought upon the Premises by the Lessee (other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises) and the Lessee shall on such removal forthwith make good to the satisfaction of the Lessor any damage which may be occasioned by such removal.

(c) Abandonment of fixtures

Items and failing removal within that FIVE (5) day period, all Remaining Items still on the Premises or in the Lessor's custody shall be deemed absolutely abandoned by the Lessee and shall automatically become the absolute property of the Lessor and may be sold by the Lessor at any time and without further notice or obligation to the Lessee. The Lessor shall be entitled to keep the proceeds of any sales and those proceeds shall not be taken into account to reduce any arrears, damages or other moneys for which the Lessee may be liable. All reasonable costs incurred by the Lessor in respect of any sale shall be paid by the Lessee on demand.

3.16 Incorporated association

Where the Lessee is an incorporated association, to maintain its incorporation under the *Associations Incorporation Act 2015*.

4. Lessor's Covenants

The Lessor covenants with the Lessee, subject to the Lessee observing and performing the Lessee's Covenants:

4.1 Quiet enjoyment

That the Lessee shall and may, except as provided in this Lease, peaceably possess and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or any other person lawfully claiming by, from or under the Lessor.

4.2 Repairs and Maintenance

The Lessor agrees to comply with the obligations set out in Annexure 2, if any.

5. Mutual Agreements

The parties agree as follows:

5.1 Default by Lessee

If:

- (a) the Rent shall be unpaid for SEVEN (7) days after it is due (whether demand for payment shall have been made or not); or
- (b) the Lessee shall breach any of the Lessee's Covenants and the breach shall continue for FOURTEEN (14) days after notice has been served on the Lessee by the Lessor; or
- (c) the Lessee being an incorporated association shall have its incorporation cancelled, be wound up or cease to be an association eligible to be incorporated under the *Associations Incorporation Act 1987*; or

then and in any of these cases the Lessor may at any time thereafter and without any notice or demand enter and repossess the Premises and the Term and the estate and interest of the Lessee in the Premises shall immediately determine but without prejudice to any rights of the Lessor under this Lease and at law and without releasing the Lessee from liability in respect of any of the Lessee's Covenants.

Upon re-entry by the Lessor, the Lessor shall, after the Lessee has failed to comply with a written notice to remove its property within FIVE (5) days, have the absolute right to remove any property left in or about the Premises and the Lessee shall indemnify the Lessor from and against all damage to that property and any reasonable costs that may be incurred by the Lessor as a consequence including but not limited to the costs of removal and storage.

5.2 Damages for breach of essential term

The Lessor and the Lessee agree that the covenants by the Lessee contained or implied in:

- (a) subclauses 3.1 and 3.2 to pay the Rent and Outgoings respectively at the times and in the manner provided;
- (b) paragraph 3.5(a) to use the Premises only for the purpose described in that paragraph; and
- (c) subclause 3.9 not to assign, sub-let, license, mortgage, charge or otherwise part with possession of the Premises or any part of the Premises or in any way dispose of the benefit of this Lease.

5.3 Destruction of Premises

If the Premises shall during the Term be destroyed or substantially damaged so as to require rebuilding or reconstruction of the Premises either party may by notice in writing to the other terminate this Lease as from the date of the giving of such notice without prejudice to the Lessor's rights in respect of any antecedent breach of the Lessee's Covenants by the Lessee.

5.4 Lessor not liable to third parties

The Lessor shall not be responsible for any loss, damage or injury to any person or property of the Lessee or any other person in or about the Premises unless the same shall arise from the negligence of the Lessor.

5.5 Notices

Any notice required to be served under this Lease shall be sufficiently served on:

- (a) the Lessee if:
 - (i) left addressed to the Lessee at the Premises; or
 - (ii) forwarded to the Lessee by post or email to the Premises or to the address of the Lessee mentioned in this Lease; and
- (b) the Lessor if addressed to the Lessor and left at or sent by post or email to the Lessor's address mentioned in this Lease or such other address as may be notified to the Lessee from time to time,

and any notice sent by post or email shall be deemed to be given at the time when it ought to have been delivered in due course of post unless the contrary is shown.

5.6 Waiver

No waiver by the Lessor of any of the Lessee's Covenants shall operate as a waiver of another breach of the Lessee's Covenants.

5.7 Severance

In the event of any part of this Lease being or becoming void or unenforceable whether due to the provisions of any Act or otherwise then that part shall be severed from this Lease to the intent that all parts that shall not be or become void or unenforceable shall remain in full force and effect and be unaffected by any severance.

5.8 Act by agent

All acts and things which the Lessor or the Lessee is required or empowered to do under this Lease may be done by the Lessor or the Lessee (as the case may be) or the solicitor, agent, contractor or employee of the Lessor or the Lessee (as the case may be) as authorised by the Lessor or Lessee (as the case may be).

5.9 Exercise of powers

The Lessor may exercise the Lessor's Powers without any proof of default by the Lessee or the continuance of that default or any notice being required (other than as provided in this Lease) and notwithstanding any laches, neglect or previous waiver by the Lessor in respect of any of the Lessee's Covenants or the exercise of any of the Lessor's Powers.

5.10 Non-merger

The terms or 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 to this Lease 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 such other agreement all of which shall continue in full force and effect.

5.11 Proper law

This Lease shall be governed by the law of Western Australia.

5.12 Effect of execution

This Lease shall be binding upon each person or party who has executed it notwithstanding:

- (a) the failure of any other person named as a party to execute it;
- (b) the avoidance or unenforceability of any part of this Lease; or
- (c) the avoidance or unenforceability of this Lease or any part of this Lease against any signatory or intended signatory.

6. Dispute Resolution

6.1 Notice of Dispute

In the event of a dispute between the Lessor and the Lessee concerning this Lease in any way, or concerning the rights and liabilities of the Lessor or the Lessee, the affected party may give the other a written notice setting out the material particulars of the Dispute.

6.2 Appointment of representative

Each party shall appoint a senior officer, or other person, with authority to negotiate and reach settlement, and the parties' representatives shall personally meet in Brookton within TEN (10) business days of the date of the receipt of the notice calling for such a meeting.

6.3 Best endeavours to resolve Dispute

The parties' representatives in good faith, and using their best endeavours at all times, shall attempt to resolve the Dispute.

7. Arbitration

7.1 Notice to arbitrate

Provided that a party has not given a notice under subclause 6.1, or if it has that the Dispute has not been resolved under subclause 6.3, then:

- (a) any party to that dispute shall give notice in writing to the other party; and
- (b) at the expiration of SEVEN (7) days, unless the matter is settled in the interim, the Dispute shall be submitted to the arbitration of a single arbitrator who shall be a person mutually accepted by both Parties.

7.2 Final decision

The arbitrator's award shall be final and binding on the parties.

7.3 No entitlement to commence an action

No party is entitled to commence or maintain an action upon a Dispute until the matter in dispute has been referred to and determined by the arbitrator, and then only for the amount or relief to which the arbitrator, by her or his award, finds that party is entitled.

7.4 Costs of arbitration

The costs of the submission, reference or award are in the discretion of the arbitrator.

8. Renewal of Term

8.1 Notice of renewal

If the Lessee wishes to renew the Term and gives the Lessor written notice not earlier than THREE (3) calendar months but not later than ONE (1) calendar month prior to the expiration of the Term and if at the time of giving such notice there is no outstanding breach or non-observance of any of the Lessee's Covenants and if in the meantime the Lessor's right of re-entry has not otherwise arisen, then the Lessor may grant to the Lessee a renewal of the Term for the further period specified in Item 7 of Schedule 1 and otherwise on the same terms and conditions as are contained or implied in this Lease other than this right of renewal subject always to the provisions of this subclause.

8.2 Execution of deed of extension of Lease

Upon the valid exercise of the option to extend this Lease, the Lessee shall, prior to the expiration of the then current Term, execute a deed recording the extension of this Lease. The deed shall be prepared by the Lessor's employees in a form approved by and cost of the Lessor in all respects including payment of all stamp and disbursements.

9. Amendments to Lease

This Lease may only be amended by the agreement of the Parties in writing.

10. Whole of Agreement

The Lessee acknowledges and declares that in entering into this Lease the Lessee has not relied on any promise, representation, warranty or undertaking given by or on behalf of the Lessor in respect to the suitability of the Premises or the finish, facilities, amenities or services on the Premises and that the covenants and provisions contained in this Lease as amended from time to time by the Parties in writing expressly or by statutory implication cover and comprise the whole of the agreement between the parties and it is expressly agreed and declared that no further or other covenants or provisions whether in respect of the Premises or otherwise shall be deemed to be implied or to arise between the parties by way of collateral or other agreement.

11. Moratorium Negatived

The application to this Lease of any moratorium or other Act whether State or Federal having the effect of extending the Term, reducing or postponing the payment of the Rent hereby reserved or any part of the Rent, or otherwise affecting the operation of the covenants, conditions and stipulations on the part of the Lessee to be performed or observed, or providing for compensation, rights or privileges at the expense of the Lessor in favour of the Lessee or any other person, is hereby expressly excluded and negatived.

12. Goods and Services Tax

12.1 Definitions

In this Lease:

"Basic Consideration" means all consideration (whether in money or otherwise) to be paid or provided by the Lessee for any supply or use of the Premises and any goods, services or other things provided by the Lessor under this Lease (other than tax payable pursuant to this clause);

"GST" has the meaning that it bears in the GST Act;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any legislation substituted for, replacing or amending that Act;

"GST Adjustment Rate" means the amount of any increase in the rate of tax imposed by the GST Law;

"GST Law" has the meaning that it bears in section 195-1 of the GST Act;

"GST Rate" means 10%, or such other figure equal to the rate of tax imposed by the GST Law;

"Input Tax Credit" has the meaning that it bears in section 195-1 of the GST Act;

"Tax Invoice" has the meaning which it bears in section 195-1 of the GST Act;

"Taxable Supply" has the meaning which it bears in section 195-1 of the GST Act.

12.2 Lessee must pay

(a) GST

If GST is payable on the Basic Consideration or any part thereof or if the Lessor is liable to pay GST in connection with the lease of the Premises or any goods, services or other Taxable Supply supplied under this Lease then, as from the date of any such introduction or application:

- (i) the Lessor may increase the Basic Consideration or the relevant part thereof by an amount which is equal to the GST Rate; and
- (ii) the Lessee shall pay the increased Basic Consideration on the due date for payment by the Lessee of the Basic Consideration.

(b) Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with paragraph 12.2(a)(ii).

12.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to subclause 12.2, the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

13. Western Australian Planning Commission Consent

If for any reason this Lease requires by law the consent of the Western Australian Planning Commission then this Lease is made expressly subject to and is conditional upon the granting of the consent of the Western Australian Planning Commission.

14. Special Terms

The special terms covenants and conditions (if any) set out in Item 12 of Schedule 1 shall be deemed to be incorporated in this Lease as if fully set out herein and in the event of arising any inconsistency with the terms, covenants and conditions contained in this Lease then the terms, covenants and conditions set out in Item 12 of Schedule 1 shall prevail.

15. Termination

Either party may terminate this lease by giving at least ONE (1) calendar month notice to the other party.

Schedule 1

1. The Lessee

Brookton Bandicoot Girl Guides

2. The Encumbrances

Nil

3. The Land

Portion of Reserve 43158 - Vested in the Shire of Brookton for the purposes of *Recreation, Tourism, Health, Civic and Community*.

4. The Premises

The building known as the Brookton Youth Shed co-located shed and any future buildings provided by the Lessor situated at Lot 510, White Street, Brookton on part of the Land as is more particularly delineated for the purpose of identification only on the plan annexed to this Lease and marked "Annexure 1" and includes all floor coverings, window treatments and other fixtures and fittings belonging to the Lessor therein and all additional or modifications and replacements for the time being.

5. Date of Commencement

1st August 2024

6. Term

5 years

7. Term of renewal

5 years and a further 5 years (at discretion of the Lessor).

8. Rent

The Rent is set at \$10 including GST per annum, payable on demand annually on the Date of Commencement and each anniversary of the Date of Commencement.

9. Permitted use of Premises

The premises are to be used under the auspice of the Brookton Bandicoot Girl Guides and by its members for the expressed purpose of a Youth Shed, inclusive of all associated activities of this use, and other community and recreation activities with the approval of the Lessor.

10. Public liability insurance

TEN MILLION DOLLARS (\$10,000,000)

11. Excess payable

The Lessee will be liable for any excess resulting from an insurance claim in relation to contents or public liability. The Lessor will be liable for any excess resulting from an insurance claim in relation to the building or property.

12. Special terms

The Lessor is to ensure the building(s) and lease area is 'fit for purpose' and conforms to all statutory building and health requirements and regulations.

13. Trust

Not applicable

Schedule 2 - Fixtures and Fittings

Listed below are items supplied and installed by the Lessee:

Item

No

Executed by the parties as a deed

The Common Seal of Shire of Brookton)
was affixed in the presence of:)
)
)

Signature of President

Signature of Chief Executive Officer

Name of President in full

Name of Chief Executive Officer in full

The Common Seal of Brookton)
Bandicoot Girl Guides was affixed in)
accordance with its Constitution in the)
presence of:)

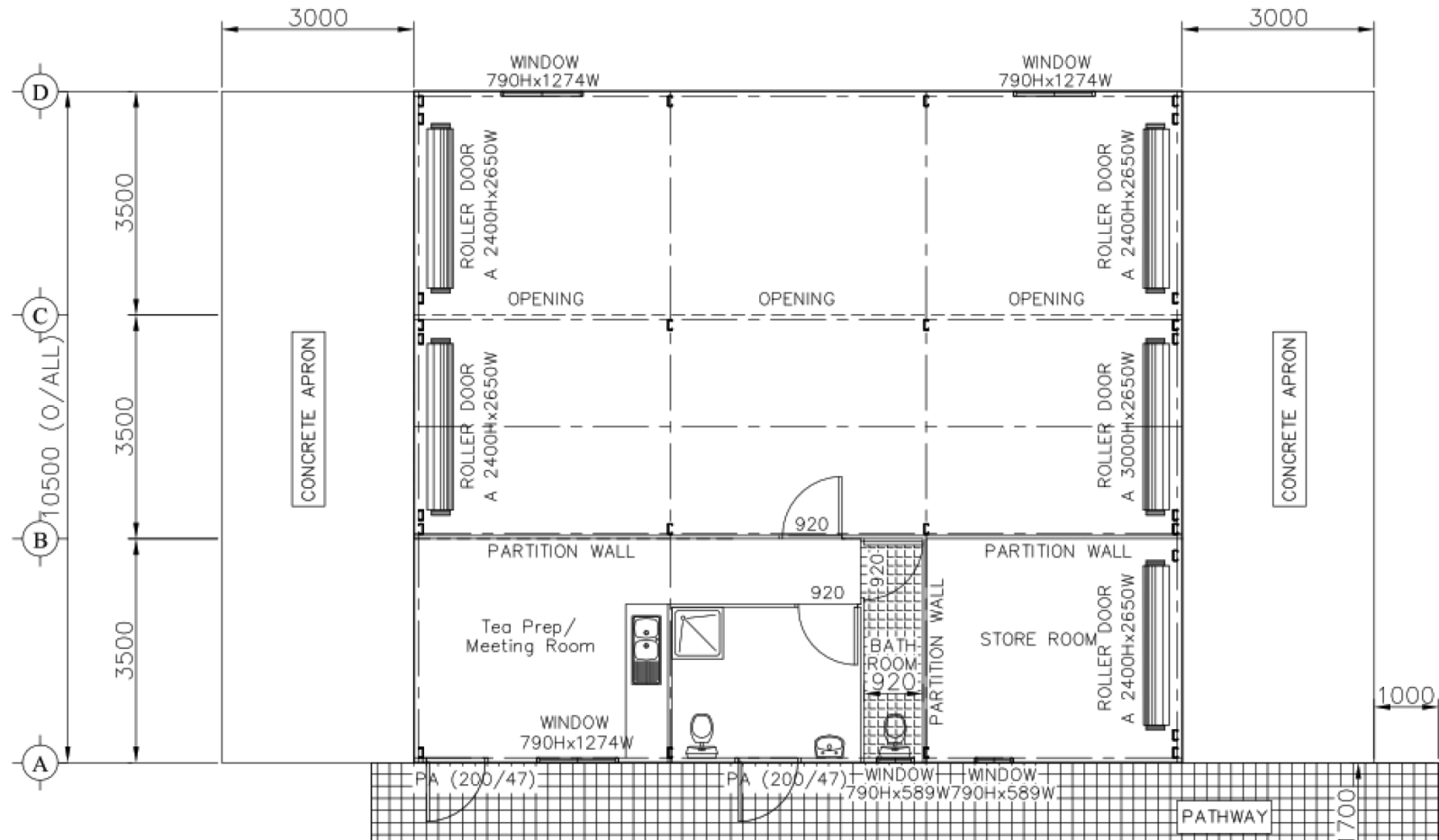
Signature of authorised sealing officer/Secretary

Signature of authorised sealing officer/President

Name of authorised sealing officer/Secretary

Name of authorised sealing officer/President

Annexure 1 - Plan of Premises



Annexure 2 – Maintenance Requirements

There are no specific maintenance obligations pertinent to this lease other than the obligations set out in subclause 3.6.

15.12.24.05 DRAFT NEW POLICY 4.14 MONTHLY FUEL MEASUREMENT AND VARIANCES

File No:	N/A
Date of Meeting:	19 December 2024
Location/Address:	N/A
Name of Applicant:	N/A
Name of Owner:	N/A
Author/s:	Kevin D'Alton- Acting Manager Infrastructure & Works
Authorising Officer:	Gary Sherry – Chief Executive Officer
Declaration of Interest:	Nil
Voting Requirements:	Simple Majority
Previous Report:	Nil

Summary of Item:

Council is to consider a new policy relating to the monthly fuel measurement and variances.

Description of Proposal:

The draft Council policy *4.14 Monthly Fuel Measurement and Variances*, included at Attachment 15.12.24.05A, is a required mechanism to review monthly measurements of fuel stocks and the tolerances of variances that necessitate the investigation of fuel discrepancies.

Background:

The Policy 4.14 Monthly Fuel Measurement and Variances is to satisfy the requirements of Regulation 17 of the Local Government (Audit) Regulations, 1996.

Consultation:

Consultation has occurred between Senior Finance Officer and Manager Corporate and Community.

Statutory Environment:

Regulation 17 of the Local Government (Audit) Regulations, 1996.

Relevant Plans and Policy: Nil**Financial Implications:**

For many reasons variances always exist between the measured stock of fuel in Council's stores and the calculated balance based on previous measures, amounts purchases and amounts used. While staff will investigate significant differences, the investigation of minor variances may use more resources than the value of the variance.

Risk Assessment:

The risk in relation to this matter is assessed as "Low".

Consequence	Insignificant	Minor	Moderate	Major	Extreme
Likelihood					
Almost Certain	Medium	High	High	Severe	Severe
Likely	Low	Medium	High	High	Severe
Possible	Low	Medium	Medium	High	High
Unlikely	Low	Low	Medium	Medium	High
Rare	Low	Low	Low	Low	Medium

Risk Rating	Action
LOW	Monitor for continuous improvement.
MEDIUM	Comply with risk reduction measures to keep risk as low as reasonably practical.
HIGH	Review risk reduction and take additional measures to ensure risk is as low as reasonably achievable.
SEVERE	Unacceptable. Risk reduction measures must be implemented before proceeding.

Community & Strategic Objectives:

This item relates to delivery of core business and services detailed in the Shire of Brookton Strategic Community Plan –June 2032, duly appended to the BROOKTON Corporate Business Plan July 2022 to June 2032.

Comment:

Nil.

OFFICER'S RECOMMENDATION

That Council adopts new Policy 4.14 Monthly Fuel Measurement and Variances, as included in Attachment 15.12.24.05A.

(Simple majority vote required)

OCM 12.24-16

COUNCIL RESOLUTION

MOVED Cr Crute

SECONDED Cr Bell

That Council adopts new Policy 4.14 Monthly Fuel Measurement and Variances, as included in Attachment 15.12.24.05A.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis

Against: Nil

Attachments

Attachment 15.12.24.05A – Policy 4.14 Monthly Fuel Measurement and Variances.

4.14 MONTHLY FUEL MEASUREMENTS AND VARIANCE

Objective

To establish guidelines for measuring fuel usage and defining acceptable variances, along with procedures for investigating discrepancies exceeding the allowable tolerance.

Scope

This policy applies to all company vehicles and equipment using fuel provided by The Shire of Brookton.

Policy

Accurate fuel measurement and monitoring are critical to ensure operational efficiency, cost management, and environmental responsibility. A variance tolerance of 100 litres per month is permitted. Variances exceeding this threshold will trigger an investigation to determine the cause.

Responsibilities:

- **MIW:** Responsible for overseeing fuel measurement processes, maintaining accurate records, and initiating investigations when variances exceed the tolerance limit.
- **Drivers/Operators:** Required to accurately log fuel usage and report any discrepancies or issues immediately.
- **Works Co-Ordinator:** Responsible for ensuring all vehicles and equipment are in proper working order to prevent fuel wastage or leaks.

Procedures:

1. **Fuel Measurement:**
 - Fuel usage will be measured and recorded at each refuelling.
 - All fuel transactions must be logged with the date, time, vehicle/equipment identification, and the amount of fuel dispensed.
 - Monthly summaries of fuel usage will be compiled for review.
2. **Variance Tolerance:**
 - A monthly variance of up to 100 litres is acceptable.
 - Variances above 100 litres will be flagged for investigation.
3. **Investigative Procedure for Variances:**
 - **Initial Review:**
 - Verify the accuracy of the fuel records for the month in question.
 - Check for any clerical errors in the logs.
 - **Vehicle/Equipment Inspection:**
 - Conduct a thorough inspection of the vehicle or equipment to identify any leaks or mechanical issues that could cause excessive fuel consumption.
 - **Operational Review:**
 - Review the routes and usage patterns for inefficiencies or unauthorized usage.
 - **Driver/Operator Interview:**
 - Interview the driver/operator to identify any unusual activities or issues during the period in question.
 - **Fuel Supplier Verification:**
 - Confirm the accuracy of fuel deliveries from suppliers.

4. Reporting and Documentation:

- Document all findings of the investigation in a detailed report.
- Include recommendations for corrective actions if necessary.
- Submit the report to management for review and further action.

5. Corrective Actions:

- Implement necessary repairs or adjustments to vehicles/equipment.
- Provide additional training to drivers/operators if misuse or improper logging is identified.
- Adjust fuel management practices based on investigation outcomes to prevent future variances.

Compliance and Monitoring:

- Regular audits will be conducted to ensure compliance with this policy.
- Management will review variance reports and investigation outcomes quarterly to assess the effectiveness of the policy and make necessary adjustments.

Review and Revision:

- This policy will be reviewed annually and revised as needed to ensure its continued relevance and effectiveness.

Resolution No:

Resolution Date:

16.12.24	ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN
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Nil.

17.12.24	NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF MEETING
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Nil.

18.12.24	CONFIDENTIAL REPORTS
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OCM 12.24-17

COUNCIL RESOLUTION

MOVED Cr Bell

SECONDED Cr de Lange

That Council close the meeting to the public at 7:05pm in accordance with:

- 1. Section 5.23 (3)(b) in that as Item 18.12.24.01 relates to the personal affairs of people and Council's desire to conceal the name of the Community Members/Group until the respective award presentations; and***
- 2. Section 5.23 (3)(c) as Item 18.12.24.02 relates to a contract that may be entered into, by Council.***

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis

Against: Nil

Mr Brinkworth, Ms Rose, Ms Bassett, Ms Williams, Ms Pech Eva, Ms Eva, Mr Thorpe, Ms Harben and Mr Teede left the meeting at 7.05pm

18.12.24.02 INDUSTRIAL LAND DEVELOPMENT - REVIEW OF POTENTIAL SITES - OFFER OF PURCHASE

OCM 12.24-20

COUNCIL RESOLUTION

MOVED Cr de Lange SECONDED Cr Crute

That Council authorise the Negotiation Strategy to offer to purchase property for the future development for Industrial Land included in Attachment 18.12.24.02A with an amendment to include requesting the Shire of Brookton be granted the First Right of Refusal for any future sale of adjoining land to the property being purchased.

CARRIED BY SIMPLE MAJORITY VOTE 7/0

For: Cr Crute, Cr de Lange, Cr Bell, Cr Copping, Cr Hayden, Cr McCabe, Cr Wallis
Against: Nil

Attachments

Attachment 18.12.24.02A - Purchasing Land for Development for Industrial Purposes

19.12.24	NEXT MEETING & CLOSURE
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The next Ordinary meeting of the Council will be held on Thursday 20th February 2025 commencing at 6.00 pm.

There being no further business, President Cr Crute, declared the meeting closed at 7:13pm.