



SHIRE OF WILLIAMS MINUTES

ORDINARY COUNCIL MEETING
WEDNESDAY 15 JUNE 2022



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SHIRE OF WILLIAMS STRATEGIC COMMUNITY PLAN 2017-2032

ECONOMIC

To support industry and business development through the development of sustainable infrastructure and investment opportunities.

ED1. Develop infrastructure and investment that is sustainable and an ongoing legacy to the Shire.

ED2. To have appropriate levels of housing to cater for population retention and growth.

SOCIAL AND CULTURAL

To be a safe and welcoming community where everyone is valued and has the opportunity to contribute and belong.

SCD1. To provide community infrastructure and facilities that meet the needs of the population.

SCD2. To support a safe and healthy community with a strong sense of community pride.

SCD3. To recognise the vibrant history of the Shire and its rich, varied cultural heritage and natural environment is valued, respected, promoted and celebrated.

LAND USE & ENVIRONMENT

To have a balanced respect for our natural assets and built environment, retaining our lifestyle values and community split.

LUE1. To enhance, promote, rehabilitate and leverage the natural environment so it continues to be an asset to the community.

LUE2. Natural assets and public open spaces are accessible, well utilised and managed.
LUE3. Recognising and implementing sustainability measures.

LUE4. To have safe and well maintained transport network that supports local economy.

CIVIC LEADERSHIP

Strong civic leadership representing the whole of the Shire which engages in effective partnerships and reflects the aspirations of an engaged community.

CL1. The Shire is efficient in its operations, actively listens to the community and anticipates and responds to the community needs.

CL2. The revenue needs of the Shire are managed in an equitable, proactive and sustainable manner.

CL3. Effective collaboration and shared services with other relevant Local, State and Federal Government agencies, industry and community organisations.

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AGENDA

1.0 Declaration of Opening / Announcement of Visitors

The Presiding Member, President Jarrad Logie, declared the Meeting open at 4.14pm.

This was followed by Council acknowledging the passing of John Sattler, local resident and past Councillor of the Shire of Williams from 1982 to 1997. During this time, he held the position of Shire President from 1987 to 1991.

2.0 Record of Attendance / Apologies / Leave of Absence

Elected Members

- Cr Jarrad Logie - President
- Cr Moya Carne
- Cr Simon Harding
- Cr Bob Baker
- Cr Tracey Price
- Cr Bernie Panizza
- Cr John Macnamara

Staff

- Geoff McKeown - Chief Executive Officer
- Alan Lamb – Manager of Corporate Services (to 4.25pm)
- Manuela Lenehan - Minute Taker

- Visitors – Nil
- Apologies - Cr Natalie Major, Cr Christine Cowcher
- Leave of Absence – Nil

3.0 Public Question Time

Nil

4.0 Petitions / Deputations / Presentations

Nil

5.0 Declarations of Interest

DECLARATION OF INTEREST	
Name / Position	Cr Jarrad Logie / President
Item No. / Subject	Item 8.2.1 Salaries and Allowances Tribunal Determination for Elected Members
Type of Interest	Direct Financial

DECLARATION OF INTEREST

Name / Position	Cr John Macnamara / Councillor
Item No. / Subject	Item 8.2.2 Road Construction Programme 2022-2023
Type of Interest	Proximity

6.0 Confirmation of Minutes of Previous Meetings

6.1 Ordinary Council Meeting Held 18 May 2022

Officer’s Recommendation

That the Minutes of the Ordinary Council Meeting held 18 May 2022, as previously circulated, be confirmed as a true and accurate record.

Council Resolution

Harding/Panizza

That the Minutes of the Ordinary Council Meeting held 18 May 2022, as previously circulated, be confirmed as a true and accurate record.

**Carried 7/0
Resolution 129/22**

7.0 Announcements by Presiding Member Without Discussion

Nil

8.0 Matters Which Require Decisions

8.1 Corporate and Community Services

8.1.1 Payment Listing

File Reference	4.23.15
Statutory Ref.	<i>Local Government (Financial Management) Regulations 1996</i>
Author & Date	Alan Lamb 8 June 2022
Attachments	Payment listing for month ending 31 May 2022

Background

Council has delegated, to the Chief Executive Officer, the exercise of its power to make payments from the Shire's Municipal Fund or Trust Fund accounts. In exercising their authority, and in accordance with the *Local Government (Financial Management) Regulations 1996*, it is a requirement to produce a list of payments made to be presented to Council in the following month.

Statutory Implications

Regulation 13 of the *Local Government (Financial Management) Regulations 1995* 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.

Comment

The list of accounts for payment is a separate attachment to this agenda.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

CL 2.2 Maintain accountability, transparency and financial responsibility

Financial Implications

As listed in the recommendation below.

Voting Requirements

Simple Majority

Officer's Recommendation

That Municipal Fund EFT, Bpay, Direct Debits and Cheques 104928 – 104931 totalling \$415,099.92 approved by the Chief Executive Officer during the month of May 2022 be endorsed.

Council Resolution

Price/Baker

That Municipal Fund EFT, Bpay, Direct Debits and Cheques 104928 – 104931 totalling \$415,099.92 approved by the Chief Executive Officer during the month of May 2022 be endorsed.

**Carried 7/0
Resolution 130/22**

SHIRE OF WILLIAMS PAYMENT LISTING FOR THE MONTH ENDING 31 MAY 2022

DATE	NAME	DESCRIPTION	AMOUNT
MUNICIPAL - EFT,BPAY,DIRECT DEBIT & CHEQUES			
03/05/2022	BUILDING AND ENERGY	BSL collection - April 2022	\$ 56.65
04/05/2022	FDC EDUCATORS	FDC Educators PE 01/05/2022	\$ 18,551.39
05/05/2022	SHIRE OF WILLIAMS	Salaries & Wages PE 04/05/2022	\$ 44,614.38
05/05/2022	CHILDCARE CENTRE	Refund Overpaid C/care Fees (Hardie)	\$ 89.30
10/05/2022	CHILDCARE CENTRE	Refund Overpaid Childcare Fees (S.Ford)	\$ 110.62
18/05/2022	CHILDCARE CENTRE	Refund Child Fees Overpayment C. Barker	\$ 99.84
18/05/2022	CHILDCARE CENTRE	Refund Childcare Fees Overpayment J. Buller	\$ 20.17
05/05/2022	APC AUTOMOTION PLUS	12631 - Gates & Posts (Town Park)	\$ 2,526.30
09/05/2022	JACK'S HANDYMAN & GARDENING SERVICES	12532 - Wood Heater Deposit - Rec House	\$ 2,508.00
18/05/2022	FDC EDUCATORS	FDC Educators PE 15/05/2022	\$ 19,013.46
19/05/2022	SHIRE OF WILLIAMS	Salaries & Wages PE 18/05/2022	\$ 47,426.76
19/05/2022	SHIRE OF BODDINGTON	Long Service Leave Entitlements (Cara Ryan)	\$ 17,700.95
27/05/2022	AVON WASTE	11015 - Monthly Refuse Charges April 2022	\$ 9,303.33
27/05/2022	BELVEDERE NURSERY	Replacement Tree & Plants - Pavilion	\$ 251.00
27/05/2022	BERTY BEE'S GARDENING	11883 - Contract Gardening Services - April 2022	\$ 1,617.00
27/05/2022	BEST OFFICE SYSTEMS	12087 - Monthly Printing/Copying Charges	\$ 243.66
27/05/2022	BOC Ltd	12091 - April 2022 Container Service Fee	\$ 43.25
27/05/2022	BP TRUST	Monthly Fuel Account April 2022	\$ 222.94
27/05/2022	CHATTERBOX CAFE & GALLERY	12624 - Catering for April/May Council Meeting	\$ 480.00
27/05/2022	CITY OF KALAMUNDA	Building Surveyor Wages & Travel 1/3/2022 - 31/4/2022	\$ 387.60
27/05/2022	CORSIGN WA PTY LTD	12482 - Road Signs & Posts (Various)	\$ 8,837.40
27/05/2022	CR JOHN MACNAMARA	Nomination Deposit Return	\$ 80.00
27/05/2022	DFES.	ESLB 4th Qtr Contribution 2021/22	\$ 6,118.84
27/05/2022	DUFF ELECTRICAL CONTRACTING	12507 - Fix TV Reception (19 New St)	\$ 187.85
27/05/2022	EDWARDS ISUZU UTE	12667 - Seat Covers, 12666 - Filters and Oil	\$ 908.02
27/05/2022	ESSENTIAL COFFEE PTY LTD	12530 - Coffee & Milk (Pool Coffee Machine)	\$ 244.99
27/05/2022	EVERGREEN SYNTHETIC GRASS	12088 - Synthetic Green, Bowling Club (Pmt 4/4)	\$ 18,276.80
27/05/2022	FAMILY DAY CARE AUSTRALIA LTD	Annual membership renewal 2022/2023	\$ 299.00
27/05/2022	GOODYEAR DUNLOP TYRES P/L BEAUREPAIRES)	12655 - 4 tyres (Isuzu D-Max), Tyre repair (Pig trailer)	\$ 973.54
27/05/2022	GREAT SOUTHERN FUELS	12488 - Unleaded Petrol & Diesel	\$ 19,028.83
27/05/2022	HANSON CONSTRUCTION MATERIALS P/L	12481 - Blue Metal	\$ 32,266.98
27/05/2022	HARMONY SOFTWARE	Educators' Software Fees, Month of April 2022	\$ 258.50
27/05/2022	INTERFIRE AGENCIES	12596 - Fire Fighting Protective Clothing	\$ 3,073.02
27/05/2022	JACK'S HANDYMAN & GARDENING SERVICES	12532 - Wood Heater - Final Payment (Recreation House)	\$ 2,640.00
27/05/2022	JOHN PARRY MEDICAL CENTRE	Pre-Employment Medical (Gardener)	\$ 126.00
27/05/2022	LOCAL GOVERNMENT WORKS ASSOCIATION OF WA	12487 - Conference Registration (A. Kett & A. Wood)	\$ 1,925.00
27/05/2022	McPEST PEST CONTROL	12629 - Termite Treatments (Bridges)	\$ 1,155.00
27/05/2022	MELCHIORRE PLUMBING & GAS	12634, 12534, 12537, 12535 Plumbing Services	\$ 1,754.17
27/05/2022	MJB INDUSTRIES PTY LTD	12461 - Concrete Pipes (Congelin-Ngn Rd)	\$ 1,455.30
27/05/2022	MOORE AUSTRALIA (WA) PTY LTD	12319 - Assistance with April Monthly Statements	\$ 3,410.00
27/05/2022	NARROGIN BEARING SERVICE	12664 - Parts (Pig Trailer)	\$ 132.66
27/05/2022	NARROGIN GLASS	12652 - Tint Glass Door (CAT Grader)	\$ 162.00
27/05/2022	NARROGIN HIRE SERVICE	12489 - Reticulation Controller (Cullen Park)	\$ 389.00
27/05/2022	NARROGIN TOYOTA	12665 - Parts and Oil	\$ 198.43
27/05/2022	OFFICEWORKS	12628 - Mobile Phone (Works)	\$ 741.95
27/05/2022	PRICE'S FABRICATION AND STEEL	12563 - Water Tanks (at Golf Club) - Final Payment	\$ 19,806.98
27/05/2022	SHIRE OF DUMBLEYUNG	Contribution - 4WDL Housing Study	\$ 2,200.00
27/05/2022	SOUTH WEST ISUZU	12661 - Parts (Isuzu Truck)	\$ 533.35
27/05/2022	SPEEDY STAMPS	12533 - Office Stamps x4	\$ 268.00
27/05/2022	STAR TRACK EXPRESS	Freight ex Host - Kitchen Appliances (Pavilion)	\$ 171.71
27/05/2022	T-QUIP.	12444 - Mower Parts (Toro) 12651 - (Titan)	\$ 1,564.50
27/05/2022	THE GOODS	12529 - Hand Soap	\$ 348.48
27/05/2022	THE WEST AUSTRALIAN	ANZAC Day Advertisement	\$ 120.00
27/05/2022	THE WILLIAMS COMMUNITY NEWSPAPER.	12274 - Photocopy Charges for Shire Notes	\$ 71.50
27/05/2022	TJ DEPIAZZI & SONS	12636 - Softfall Mulch (Lions Park)	\$ 3,313.20
27/05/2022	TOLL TRANSPORT PTY LTD	Freight Charges	\$ 120.14
27/05/2022	TOWN PLANNING INNOVATIONS	12638 - General Planning Advice for April 2022	\$ 2,021.25
27/05/2022	TRUCK CENTRE (WA) PTY LTD	12656 - Filters (UD Tip Truck)	\$ 396.10
27/05/2022	WA CONTRACT RANGER SERVICES	12084 - Ranger Services - 26/4/2022, 12/5/2022	\$ 561.00
27/05/2022	WALLIS COMPUTER SOLUTIONS	12321 & 2 - Reckon Upgrade to 'Business' (Reimbursement)	\$ 4,027.00

SHIRE OF WILLIAMS PAYMENT LISTING FOR THE MONTH ENDING 31 MAY 2022

DATE	NAME	DESCRIPTION	AMOUNT
27/05/2022	WILKIE, SHARON.	Reimbursement - Payroll Seminar	\$ 79.00
27/05/2022	WILLIAMS COMMUNITY RESOURCE CENTRE	ServiceWA Assistance Grant - SLWA	\$ 1,521.00
27/05/2022	WILLIAMS HOTEL - STRICKO'S	12632 - Refreshments (Community Promotion)	\$ 752.92
27/05/2022	WILLIAMS NEWSAGENCY	Monthly Account April 2022	\$ 130.20
27/05/2022	WILLIAMS RURAL SUPPLIES	12473, 12486, Monthly Hardware Account - April 2022	\$ 4,092.90
27/05/2022	WILLIAMS RUSTIC GROCER	Monthly Refreshments & Consumables, April 2022	\$ 137.40
27/05/2022	WILLIS, STUART	Accommodation - Kellerberrin (FDC Coordinator)	\$ 140.00
03/05/2022	WA SUPER	Superannuation - March 2022	\$ 20,518.89
18/05/2022	SYNERGY	Electricity Consumption Charges (various)	\$ 554.43
18/05/2022	TELSTRA	Mobile Phone Services to 1/5/2022	\$ 355.96
04/05/2022	TELSTRA	Monthly Phone Usage to 19/4/2022	\$ 425.66
19/05/2022	AUSTRALIAN TAXATION OFFICE	BAS April 2022	\$ 57,261.00
2-31/05/2022	DEPARTMENT OF PLANNING & INFRASTRUCTURE	Licensing Payments Forwarded to Department of Transport	\$ 14,594.60
01/05/2022	WESTNET	Monthly & Annual CEO Internet Charges, May 2022 - 23	\$ 79.99
03/05/2022	CBA	CBA - Merchant Fees April 2022	\$ 355.38
20/05/2022	ANZ CARDS	Monthly Credit Card Expenses x 3	\$ 817.02
04/05/2022	SYNERGY	Electricity Consumption Charges (various)	\$ 4,742.70
11/05/2022	SYNERGY	Electricity Consumption Charges (various)	\$ 2,266.74
18/05/2022	WILLIAMS LICENSED POST OFFICE	Postage & Stationery, April 2022	\$ 294.04
27/05/2022	DEPARTMENT OF COMMUNITIES	Annual Childcare and FDC Service Fees	\$ 547.00
			\$ 415,099.92

8.1.2 Financial Statements

File Reference	4.23.15
Statutory Ref.	<i>Local Government (Financial Management) Regulations 1996</i>
Author & Date	Alan Lamb 8 June 2022
Attachments	Financial Statements ending 31 May 2022

Background

In accordance with the *Local Government Act 1995*, a statement of financial activity must be presented at an Ordinary Meeting of Council. This is required to be presented within two months, after the end of the month, to which the statement relates.

The statement of financial activity is to report on the revenue and expenditure as set out in the annual budget for the month, including explanations of any variances. Regulation 34, of the *Local Government (Financial Management) Regulations 1996* sets out the detail that is required to be included in the reports.

Statutory Implications

Local Government (Financial Management) Regulations 1996 - Regulation 34.

Comment

The attached monthly financial statements and supporting information have been compiled to meet compliance with the *Local Government Act 1995* and associated Regulations.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

CL 2.2 Maintain accountability, transparency and financial responsibility

Financial Implications

As disclosed in the financial statements.

Voting Requirements

Simple Majority

Officer's Recommendation

That the financial statements presented for the period ending 31 May 2022 be received.

Council Resolution**Macnamara/Price**

That the financial statements presented for the period ending 31 May 2022 be received.

Carried 7/0
Resolution 131/22



SHIRE OF WILLIAMS

MONTHLY FINANCIAL REPORT For the Period Ended 31 May 2022

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

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Statement of Financial Activity by Program

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Prepared by : Manager of Corporate Services
Date prepared : All known transactions up to 10 May 2022

BASIS OF PREPARATION

REPORT PURPOSE

This report is prepared to meet the requirements of Local Government (Financial Management) Regulations 1996, Regulation 34. Note: The Statements and accompanying notes are prepared based on all transactions recorded at the time of preparation and may vary due to transactions being processed for the reporting period after the date of preparation.

BASIS OF ACCOUNTING

This statement comprises a special purpose financial report which has been prepared in accordance with Australian Accounting Standards (as they apply to local governments and not-for-profit entities and to the extent they are not inconsistent with the Local Government Act 1995 and accompanying regulations), Australian Accounting Interpretations, other authoritative pronouncements of the Australian Accounting Standards Board, the Local Government Act 1995 and accompanying regulations. 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 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 Council controls resources to carry on its functions have been included in this statement. In the process of reporting on the local government as a single unit, all transactions and balances between those funds (for example, loans and transfers between Funds) have been eliminated. All monies held in the Trust Fund are excluded from the statement, but a separate statement of those monies appears at Note 9.

SIGNIFICANT ACCOUNTING POLICIES

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.

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 that are 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 that are not readily apparent from other sources. Actual results may differ from these estimates.

ROUNDING OFF FIGURES

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

**KEY TERMS AND DESCRIPTIONS
FOR THE PERIOD ENDED 31 MAY 2022**

STATUTORY REPORTING PROGRAMS

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

PROGRAM NAME	OBJECTIVE	ACTIVITIES
GOVERNANCE	To provide a decision making process for the efficient allocation of scarce resources.	Administration and operation 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 government grants and interest revenue.
LAW, ORDER, PUBLIC SAFETY	To provide services to help ensure a safer community.	Supervision and enforcement of local laws, fire prevention and suppression activities and animal control.
HEALTH	To provide an operational framework for good community health.	Health inspection and advisory services, analytical services, mosquito control, collection agent for Williams St John Ambulance subscriptions and assist with providing medical services.
EDUCATION AND WELFARE	To provide a framework that enables community needs in these areas are met.	Provision and maintenance of premises for the Williams Community Resource Centre and Willi Wagtails Childcare Centre. Provide administration services for the Childcare centre.
HOUSING	To help ensure the availability of adequate housing for the community needs.	Management, administration and maintenance of Williams Community Homes, Sandalwood Court, Wandoo Cottages, Jamtree Lane Units and New Street units.
COMMUNITY AMENITIES	Provision of amenities required by the community.	Refuse management, protection of the environment, maintenance of cemeteries and public conveniences.
RECREATION AND CULTURE	To establish and manage efficiently all infrastructure and resources which will meet the recreational and cultural needs of the community.	Maintenance of halls, recreational facilities and reserves. Operation of Library and compilation and maintenance of local heritage register.
TRANSPORT	To provide safe, effective and efficient transport services to the community.	Construction and maintenance of streets, roads, bridges and drainage. Cleaning and lighting of streets, depot maintenance and on-line agent for Department of Transport.
ECONOMIC SERVICES	Promotion of Williams and improvement of economic wellbeing of the district and its inhabitants.	Tourism services, area promotion, implementation of buildings controls, provision of standpipe water, maintenance and management of Williams Stud Breeders pavilion.
OTHER PROPERTY AND SERVICES	Efficient utilisation of Council resources, plant repairs and operations, management of Williams Town Planning Scheme.	Provision of private works to public, maintenance of Council plant, approvals and monitoring of town planning activities.

**STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

	Note	Adopted Budget (d)	Forecast Year End as per Budget Review	YTD Budget (a)	YTD Actual (b)	Var. \$ (b)-(a)	Var. % (b)-(a)/(a)	Var.
		\$		\$	\$	\$	%	
OPENING FUNDING SURPLUS (DEFICIT)	1(b)	401,575	375,119	401,575	375,119	(26,456)	(7%)	
Revenue from operating activities								
Governance		1,000	29,500	0	21,041	21,041	100%	▲
General Purpose Funding - Rates	5	2,028,853	2,028,853	2,028,853	2,031,801	2,948	0%	
General Purpose Funding - Other		268,372	384,659	265,930	995,945	730,015	275%	▲
Law, Order and Public Safety		37,448	44,149	36,015	42,751	6,737	19%	▲
Health		1,200	1,200	400	835	435	109%	
Education and Welfare		510,806	519,999	472,138	526,017	53,879	11%	▲
Housing		248,779	248,779	190,086	193,216	3,130	2%	
Community Amenities		211,630	211,630	205,008	191,746	(13,262)	(6%)	
Recreation and Culture		51,674	70,574	114,259	110,626	(3,633)	(3%)	
Transport		103,957	133,484	102,114	134,447	32,333	32%	▲
Economic Services		158,979	137,042	149,113	160,176	11,063	7%	▲
Other Property and Services		74,430	62,462	63,848	52,281	(11,567)	(18%)	▼
		3,697,128	3,872,331	3,627,763	4,460,882	833,119		
Expenditure from operating activities								
Governance		(209,500)	(239,268)	(167,868)	(177,310)	(9,442)	(6%)	▼
General Purpose Funding		(104,351)	(104,351)	(97,133)	(77,336)	19,798	20%	▲
Law, Order and Public Safety		(105,825)	(112,526)	(99,041)	(89,727)	9,315	9%	▲
Health		(60,204)	(60,204)	(55,421)	(38,786)	16,636	30%	▲
Education and Welfare		(521,951)	(513,918)	(475,484)	(390,175)	85,309	18%	▲
Housing		(196,366)	(201,366)	(185,448)	(179,611)	5,836	3%	
Community Amenities		(339,478)	(339,478)	(312,500)	(277,514)	34,987	11%	▲
Recreation and Culture		(824,929)	(841,637)	(747,831)	(737,560)	10,270	1%	
Transport		(1,518,285)	(1,491,519)	(1,396,111)	(1,370,128)	25,982	2%	
Economic Services		(238,875)	(188,844)	(222,049)	(117,068)	104,981	47%	▲
Other Property and Services		(128,007)	(104,097)	(114,558)	(161,531)	(46,973)	(41%)	▼
		(4,247,771)	(4,197,208)	(3,873,445)	(3,616,746)	256,699		
Non-Cash Amounts excluded from operating activities								
Add back Depreciation		1,264,609	1,264,609	1,159,225	1,168,395	9,170	1%	
Adjust (Profit)/Loss on Asset Disposal	6	33,625	(34,609)	0	(102,097)	(102,097)		▼
Adjust Fair Value to financial assets		0		0	(2,997)	(2,997)		
Adjust Provisions and Accruals		5,128	5,128	0	0	0		
Amount attributable to operating activities		752,719	910,251	913,544	1,907,437	993,893		
Investing Activities								
Grants, Subsidies and Contributions	8	953,493	953,493	12,272	442,078	429,806	3502%	▲
Proceeds from Disposal of Assets	6	136,000	193,617	0	683,825	683,825	100%	▲
Proceeds from Self Supporting Loans		107,023	107,023	107,023	107,023	0	0%	
Capital Acquisitions	6	(2,412,193)	(2,491,405)	(1,179,687)	(1,992,887)	(813,200)	69%	▲
Amount attributable to investing activities		(1,215,677)	(1,237,272)	(1,060,392)	(759,961)	300,431		
Financing Activities								
Proceeds from New Borrowings		200,000	200,000	0	200,000	200,000		
Transfer from Reserves	3	236,955	236,955	0	0	0		
Repayment of Debentures		(195,514)	(195,514)	(129,533)	(184,238)	(54,705)	(42%)	▼
Transfer to Reserves	3	(180,058)	(180,058)	(30)	(1,265)	(1,235)	(4116%)	▲
Amount attributable to financing activities		61,383	61,383	(129,563)	14,497	144,060		
NET OPERATIONS, CAPITAL, FINANCING		(401,575)	(265,638)	(276,411)	1,161,973	1,438,384		
CLOSING FUNDING SURPLUS (DEFICIT)	1(b)	0	109,481	125,164	1,537,092	1,411,928		

KEY INFORMATION

▲▼ Indicates a variance between Year to Date (YTD) Budget and YTD Actual data as per the adopted materiality threshold. Refer Note 2 for an explanation of the reasons for the variance.

The material variance adopted by Council for the 2021/22 year is \$5,000 or 5% whichever is the greater.

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

SIGNIFICANT ACCOUNTING POLICIES

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. The asset or liability is classified as current if it is expected to be settled within the next 12 months, being the Council's operational cycle. In the case of liabilities where Council does not have the unconditional right to defer settlement beyond 12 months, such as vested long service leave, the liability is classified as current even if not expected to be settled within the next 12 months. Inventories held for trading are classified as current even if not expected to be realised in the next 12 months except for land held for resale where it is held as non current based on Council's intentions to release for sale.

EMPLOYEE BENEFITS

The provisions for employee benefits relates to amounts expected to be paid for long service leave, annual leave, wages and salaries and are calculated as follows:

(i) Wages, Salaries, Annual Leave and Long Service Leave
(Short-term Benefits)

The provision for employees' benefits to wages, salaries, annual leave and long service leave expected to be settled within 12 months represents the amount the Shire has a present obligation to pay resulting from employees services provided to balance date. The provision has been calculated at nominal amounts based on remuneration rates the Shire expects to pay and includes related on-costs.

(ii) *Annual Leave and Long Service Leave (Long-term Benefits)*

The liability for long service leave is recognised in the provision for employee benefits and measured as the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the project unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on national government bonds with terms to maturity and currency that match as closely as possible, the estimated future cash outflows. Where the Shire does not have the unconditional right to defer settlement beyond 12 months, the liability is recognised as a current liability.

PROVISIONS

Provisions are recognised when: The council has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount has been reliably estimated. Provisions are not recognised for future operating losses. Where there are a number of similar obligations, the likelihood that an outflow will be required in settlement is determined by considering the class of obligations as a whole. A provision is recognised even if the likelihood of an outflow with respect to any one of item included in the same class of obligations may be small.

INVENTORIES

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 31 MAY 2022**

**OPERATING ACTIVITIES
NOTE 1(b)
ADJUSTED NET CURRENT ASSETS**

	Note	Year to Date Actual 31 May 2022	Year to Date Actual 44,286	This Years Opening 1 July 2021
		\$	\$	\$
Current Assets				
Cash Unrestricted	3	2,048,323	958,698	862,396
Cash Restricted	3	748,378	767,390	747,113
Receivables - Rates	4	2,365	171,571	12,116
Receivables -Other	4	69,353	56,865	135,087
Accrued Revenue		37,972	0	43,567
Loans Receivable - clubs	7	0	0	107,023
Inventories		40,002	36,843	22,190
		<u>2,946,393</u>	<u>1,991,367</u>	<u>1,929,492</u>
Less: Current Liabilities				
Payables		(138,795)	(199,707)	(262,217)
Contract Liabilities	8	(224,486)	(197,674)	(122,634)
Provisions		(323,340)	(356,517)	(341,041)
Long Term Borrowings	7	(11,277)	(43,659)	(211,480)
		<u>(697,898)</u>	<u>(797,557)</u>	<u>(937,372)</u>
Adjustments and exclusions permitted by FM Reg 32				
Less: Cash Reserves	3	(748,378)	(767,390)	(747,113)
Less: Loans Receivables	7	0	0	(107,023)
Add: Leave Entitlements Cash Backed		25,697	20,643	25,655
Add: Long Term Borrowings	7	11,277	43,659	211,480
Adjusted Net Current Assets		1,537,092	490,721	375,119

SIGNIFICANT ACCOUNTING POLICIES

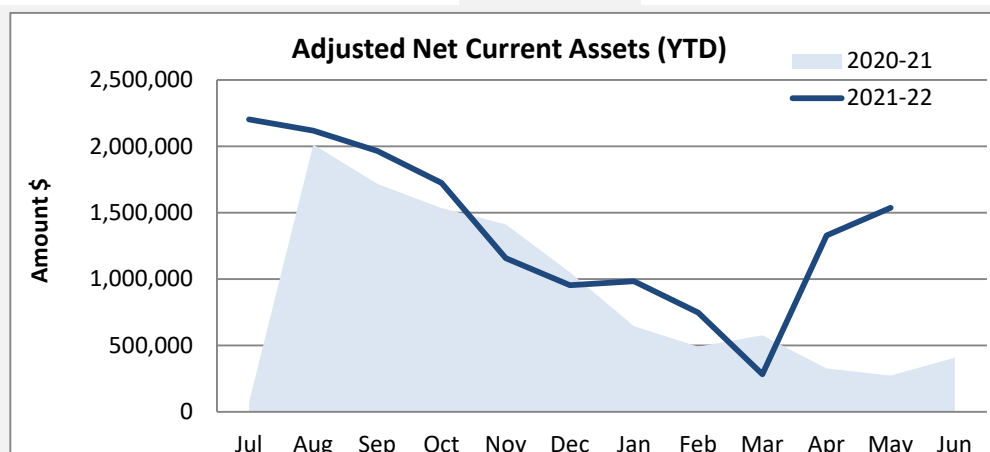
Please see Note 1 (a) for information on significant accounting policies relating to Net Current Assets.

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 negative) as presented on the Rate Setting statement.

**This Year YTD
Surplus (Deficit)
\$1,537,092**

**Last Year YTD
Surplus(Deficit)
\$490,721**



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**NOTE 2
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 budget materially.

The material variance adopted by Council for the 2021/22 year is \$5,000 or 5% whichever is the greater.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
Operating Revenues	\$	%			
Governance	21,041	100%	▲	Permanent	Increase in value of WALGA House Units/Shares x 3 @ \$999, a total of \$2,997. Plus community development grants \$4,460 and \$13,583.88
General Purpose Funding - Rates	2,948	0%			
General Purpose Funding - Other	730,015	275%	▲	Permanent	Financial Assistance Grant actual amount paid was \$119,264 more (that is \$80,732 for the General Purpose grant and \$38,532 more for the Local Roads grant) than anticipated. Received 75% of 2022-23 grant \$613,275 -not budgeted for. All permanent.
Law, Order and Public Safety	6,737	19%	▲	Permanent	DFES Operating Grant reimbursement of over expenditure from 2020-2021 - \$6,701.
Health	435	109%			
Education and Welfare	53,879	11%	▲	Timing	Childcare Centre income \$67,214 more than expected at this time and Family Day Care Centre fees currently \$13,161 lower.
Housing	3,130	2%			
Community Amenities	(13,262)	(6%)		Timing	Income from sale of scrap \$690 more than expected at this time as was income from Refuse Site Fees (\$1,726). Offsetting this is lower than expected income (\$10,000 Contributions and Reimbursements, Reimbursement of Drum Muster costs \$1,500, and \$4,340 Feral Pig Declared Species Fund)
Recreation and Culture	(3,633)	(3%)		Timing/Permanent	An unbudgeted amount of \$3,300 was received categorised as Grants and Donations. Similarly, a \$5,000 grant was received for the Library. - both are permanent. Contributions and Donations down by \$15,397 - Timing. Income from sale of history books was up by \$2,637- Permanent
Transport	32,333	32%	▲	Permanent	Primarily relates to the unexpected Profit on Sale of Assets (grader, mower and ute) \$36,660 - permanent. Offset by delayed grant income \$5,700 (Street lighting subsidy) - timing.
Economic Services	11,063	7%	▲	Timing	Unbudgeted profit on sale of land and buildings 5 Marjidin Way \$2,317 (actual \$55,570, budget \$53,252), plus \$5,171 more income from Building Control and \$7,536 more income from Tourism and Area Promotion . Offset by reduced rental income from 5 Marjidin Way \$8,006 - Permanent
Other Property and Services	(11,567)	(18%)	▼	Permanent	Private works currently below budget expectations by \$15,725. It is expected that income in this area will remain low due to Shire works priorities. Partially offsetting this is the unexpected Profit on Disposal of Asset (Admin vehicle) \$8,032.
Operating Expense					
Governance	(9,442)	(6%)	▼	Timing/Permanent	Public relations costs \$28,000 higher than budget as community development costs allocated here, some activities being grant funded - Permanent. Partially offset by lower than expected strategic planning costs to date - Timing

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**NOTE 2
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 budget materially.

The material variance adopted by Council for the 2021/22 year is \$5,000 or 5% whichever is the greater.

Reporting Program	Var. \$	Var. %	Var.	Timing/ Permanent	Explanation of Variance
General Purpose Funding	19,798	20%	▲	Timing	Mainly due to valuation expenses expected to be expended by this time (\$12,854). Valuations now completed - Timing. Allocation of Adim costs \$5,553 lower than anticipated.
Law, Order and Public Safety	9,315	9%	▲	Timing	Fire prevention equipment purchases, vehicle maintenance, protective burning and communications repairs and maintenance costs lower than expected at this time (\$5,350). Allocation of Admin costs \$2,184 lower than anticipated.
Health	16,636	30%	▲	Timing/Permanent	Group Scheme expenditure (EHO) down by \$10,109 on expectations due change over of service provider this reduction could be permanent. Medical services costs were also down by \$3,177.
Education and Welfare	85,309	18%	▲	Timing/Permanent	Childcare costs down (Family Day Care \$57,351 and Childcare Centre \$23,884) on expectations. Part of this is expected to be permanent. Resource Centre maintenance costs \$3,707 lower than anticipated.
Housing	5,836	3%		Timing	
Community Amenities	34,987	11%	▲	Timing	Costs generally down on expectations at this time. Sanitation down by \$22,222. Other by \$8,221 and protection of the environment by \$4,543.
Recreation and Culture	10,270	1%		Timing	
Transport	25,982	2%		Timing	
Economic Services	104,981	47%	▲	Permanent	Mainly due to Community Water Supply project (\$61,704) being reclassified as capital. Also Building control costs down by \$13,497 due to change over in service provider. Both will be largely permanent. Ware supply costs are \$20,911 lower than anticipated.
Other Property and Services	(46,973)	(41%)	▼	Timing/Permanent	Expenditure on Private Works down by \$17,948 - permanent. Allocation of costs to works and services make up the balance of this variance, these costs should be fully allocated by year end
Investing Activities					
Grants, Subsidies and Contributions	429,806	3502%	▲	Timing	52% of tied grant funds for capital works not received to 31 May 2022 (annual Budget \$953,493, income to date \$442,078, \$511,415 outstanding as at 31 May 2022).
Proceeds from Disposal of Assets	683,825	100%	▲	Permanent	Primarily relates to sale of 5 Marjidin Way (\$480,000 - net of GST)
Capital Expenses	(813,200)	69%	▲	Timing	Expenditure higher than expected at this time mainly due to there being no year to date budget for some projects. The annual budget provision is \$2,412,173 and expenditure to 31 May was \$1,992,887, that is 82.62% of the annual budgeted amount was spent as at the end of May.
Transfer to Reserves	(792)	(2641%)	▼	Timing	Reserve transfers traditionally actioned in June in order to allow for adjustments for unexpected revenue or expenditure.

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**OPERATING ACTIVITIES
NOTE 3
CASH AND INVESTMENTS**

CASH AND INVESTMENTS

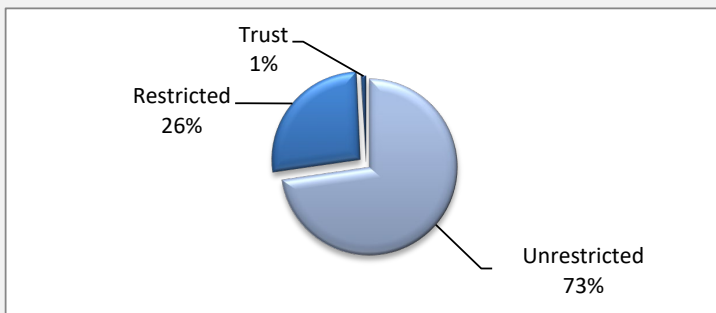
	Unrestricted	Restricted	Trust	Total YTD Actual	Institution	Interest Rate	Maturity Date
	\$	\$	\$	\$			
Cash on Hand							
Petty Cash & Floats	600			600		0.00%	On Hand
Cash Deposits							
Municipal Bank Account	166,171			166,171	ANZ	0.00%	At Call
Municipal Cash Investment	1,026,027			1,026,027	ANZ	0.05%	At Call
Trust Bank Account			20,000	20,000	ANZ	0.00%	At Call
Term Deposits							
Reserves		748,378		748,378	ANZ	0.32%	03-Nov-21
Treasury							
Overnight Cash Deposit	854,358			854,358	Treasury	0.05%	Overnight
Total	2,047,156	748,378	20,000	2,815,534			

SIGNIFICANT ACCOUNTING POLICIES

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

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 that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value and bank overdrafts. Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.



Total Cash	Unrestricted
\$2.82 M	\$2.05 M

CASH BACKED RESERVES

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
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Long Service Leave Reserve	25,654	128	43	5,000	0	0	0	30,782	25,697
Plant Reserve	156,451	782	265	44,000	0	(60,840)	0	140,393	156,716
Building Reserve	282,393	1,412	478	45,000	0	(65,000)	0	263,805	282,871
Joint Venture Housing Reserve	119,927	600	196	10,000	0	(41,115)	0	89,412	120,123
Recreation Facilities Reserve	115,502	578	203	10,000	0	(5,000)	0	121,080	115,705
Art Acquisition Reserve	8,819	44	15	500	0	(25,000)	0	(15,637)	8,834
Refuse Site Reserve	24,294	121	41	0	0	0	0	24,415	24,335
Community Chest Reserve	14,073	70	24	1,822	0	0	0	15,965	14,097
Childcare	0	0	0	60,000	0	(40,000)	0	20,000	0
	747,113	3,736	1,265	176,322	0	(236,955)	0	690,216	748,378

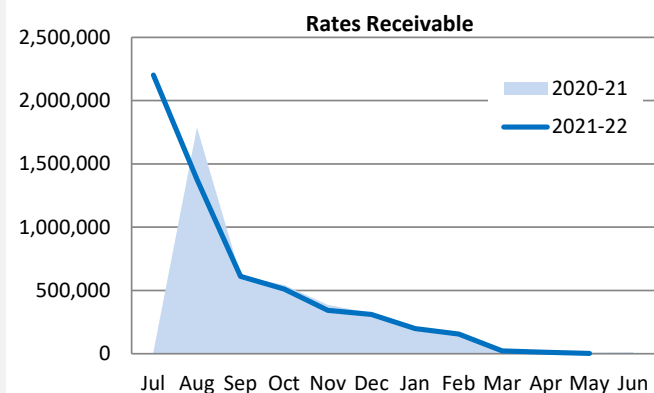
**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**OPERATING ACTIVITIES
NOTE 4
RECEIVABLES**

Receivables - Rates Receivable	31 May 2022	30 June 2021
	\$	\$
Opening Arrears Previous Years	12,116	21,700
Rates - Levied this year	1,992,210	1,927,597
Rubbish - Levied this year	164,516	158,852
ESL - Levied this year	61,188	57,920
<u>Less</u> Collections to date	(2,227,665)	(2,153,953)
Net Rates Collectable	2,365	12,116
% Collected	99.89%	99.44%

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.



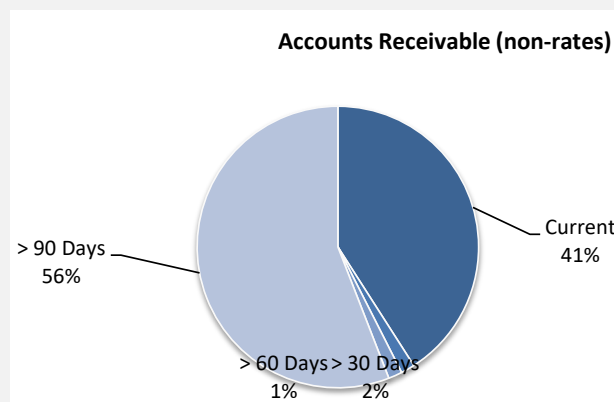
Collected	Rates Due
100%	\$2,365

Receivables - General	Current	> 30 Days	> 60 Days	> 90 Days
	\$	\$	\$	\$
Receivables - General	28,387	1,104	1,097	38,765
Percentage	40.93%	1.59%	1.58%	55.90%
Total Receivables General Outstanding				69,353

Amounts shown above include GST (where applicable)

SIGNIFICANT ACCOUNTING POLICIES

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. Receivables expected to be collected within 12 months of the end of the reporting period are classified as current assets. All other receivables are classified as non-current assets. Collectability of trade and other receivables is reviewed on an ongoing basis. Debts that are known to be uncollectible are written off when identified. An allowance for doubtful debts is raised when there is objective evidence that they will not be collectible.



Debtors Due
\$69,353
Over 30 Days
59.07%
Over 90 Days
55.90%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

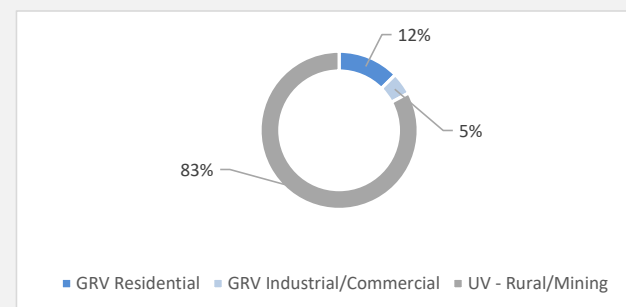
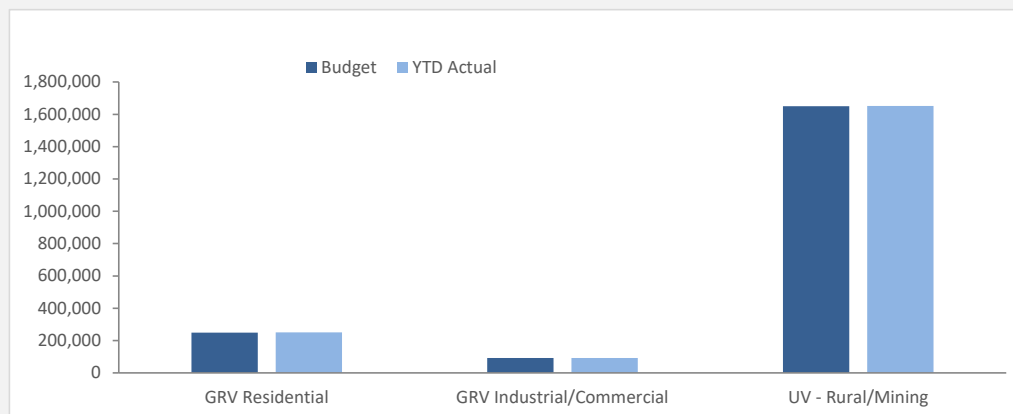
**OPERATING ACTIVITIES
NOTE 5
RATE REVENUE**

General Rate Revenue	Budget						YTD Actual				
	Rate in	Number of Properties	Rateable Value	Rate Revenue	Interim Rate	Back Rate	Total Revenue	Rate Revenue	Interim Rates	Back Rates	Total Revenue
RATE TYPE	\$			\$	\$	\$	\$	\$	\$	\$	\$
General Rate											
GRV Residential	0.077340	147	1,854,082	143,395	0	0	143,395	143,395	1,064	0	144,459
GRV Industrial/Commercial	0.077340	23	1,034,496	80,008	0	0	80,008	80,008		0	80,008
UV - Rural/Mining	0.006090	241	255,822,000	1,557,956	0	0	1,557,956	1,558,848	997	0	1,559,845
Minimum Payment	Minimum \$										
GRV Residential	760	140	663,340	106,400	0	0	106,400	106,400	0	0	106,400
GRV Industrial/Commercial	760	15	59,175	11,400	0	0	11,400	11,400	0	0	11,400
UV - Rural/Mining	960	96	8,768,193	92,160	0	0	92,160	92,160	0	0	92,160
Sub-Totals		662	268,201,286	1,991,319	0	0	1,991,319	1,992,210	2,061	0	1,994,272
Amount from General Rates							1,991,319				1,994,272
Ex-Gratia Rates							37,533				37,530
Total General Rates							2,028,852				2,031,802

SIGNIFICANT ACCOUNTING POLICIES

Rates, grants, donations and other contributions are recognised as revenues when the local government obtains control over the assets comprising the contributions. Control over assets acquired from rates is obtained at the commencement of the rating period or, where earlier, upon receipt of the rates.

General Rates		
Budget	YTD Actual	%
\$1.99 M	\$1.99 M	100%



**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**INVESTING ACTIVITIES
NOTE 6
CAPITAL DETAILS**

Capital Acquisitions	Annual Budget	YTD Budget	YTD Actual Total	YTD Budget Variance
	\$	\$	\$	\$
Land & Buildings	184,483	168,934	168,934	0
Plant & Equipment	476,000	428,740	459,820	(31,080)
Furniture & Equipment	57,000	54,239	52,239	2,000
Infrastructure - Roads	1,063,510	265,000	727,956	(462,956)
Parks, Gardens, Recreation Facilities	631,199	262,773	583,937	(321,164)
Capital Expenditure Totals	2,412,193	1,179,687	1,992,887	(813,200)

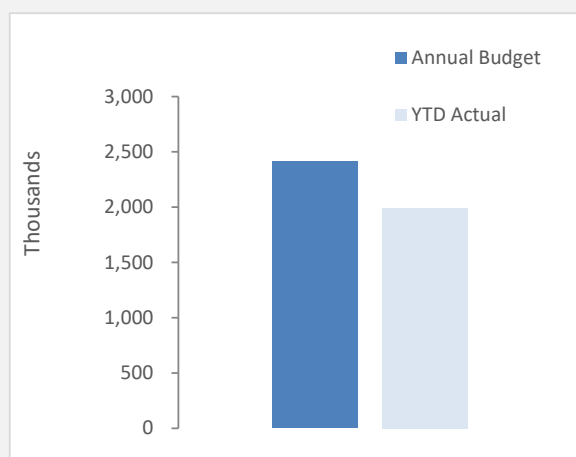
Capital Acquisitions Funded By:

	\$	\$	\$	\$
Capital grants and contributions	953,493	442,078	442,078	0
Borrowings	200,000	0	0	0
Other (Disposals & C/Fwd)	136,000	0	683,825	683,825
Cash Backed Reserves				0
Plant Replacement Reserve	60,840	0	0	0
Building Reserve	65,000	0	0	0
Recreation Facilities Reserve	5,000	0	0	0
Refuse Site Reserve	0	0	0	0
Contribution - operations	991,859	737,609	866,984	129,375
Capital Funding Total	2,412,193	1,179,687	1,992,887	813,200

SIGNIFICANT ACCOUNTING POLICIES

All assets are initially recognised at cost. Cost is determined as the fair value of the assets given as consideration plus costs incidental to the acquisition. For assets acquired at no cost or for nominal consideration, cost is determined as fair value at the date of acquisition. The cost of non-current assets constructed by the local government includes the cost of all materials used in the construction, direct labour on the project and an appropriate proportion of variable and fixed overhead. Certain asset classes may be revalued on a regular basis such that the carrying values are not materially different from fair value. Assets carried at fair value are to be revalued with sufficient regularity to ensure the carrying amount does not differ materially from that determined using fair value at reporting date.

KEY INFORMATION



Acquisitions	Annual Budget	YTD Actual	% Spent
	\$2.41 M	\$1.99 M	83%
Capital Grant	Annual Budget	YTD Actual	% Received
	\$.95 M	\$.44 M	46%

CAPITAL DISPOSALS

Asset Description	Budget			YTD Actual		
	Net Book Value	Proceeds	Profit / (Loss)	Net Book Value	Proceeds	Profit / (Loss)
	\$		\$			
Mazda CX5 - WL16	21,910	18,000	(3,910)	19,085	27,117	8,032
Road Grader - WL61	124,795	100,000	(24,795)	117,918	142,000	24,082
Toro Reelmaster Mower	9,970	8,000	(1,970)	9,055	14,500	5,445
4 x 2 Single Cab Hi Rise Ute - WL5826	12,950	10,000	(2,950)	11,239	20,208	8,969
Sale of 5 Marjin Way Williams				424,430	480,000	55,570
Capital Disposals Total	169,625	136,000	(33,625)	581,728	683,825	102,097

CAPITAL ACQUISITIONS

% of Completion	Infrastructure Assets	Annual Budget	YTD Budget	YTD Actual	Variance (Under)/Over
-	Sandalwood Crt Refurbishment	25,000	0	0	0
-	Single Person Unit - Carport	20,000	0	0	0
-	Building Refurbishments	15,000	0	0	0
100%	Mens Shed	54,483	60,280	60,280	0
-	Archive Room	30,000	0	0	0
-	Childcare - (Foyer, Kitchen, Office)	40,000	0	0	0
96%	Bushfire Infrastructure Develop		42,105	42,105	0
85%	Stock Water - emergency supply		66,550	66,550	0
	Land and Buildings Total	184,483	168,934	168,934	0
100%	Office Printer	7,000	7,000	5,000	2,000
100%	Office Server Replacement	50,000	47,239	47,239	0
	Furniture and Equipment Total	57,000	54,239	52,239	2,000
100%	Mazda CX5 - WL16	37,000	0	0	0
100%	Road Grader - WL61	375,000	374,800	374,800	0
100%	Toro Reelmaster Mower	37,000	53,940	53,940	0
100%	4 x 2 Single Cab Hi Rise Ute - WL5826	27,000	0	31,080	(31,080)
	Plant & Equipment Total	476,000	428,740	459,820	(31,080)
100%	Project Grant - Congelin Narrogin Rd	158,526	0	156,611	(156,611)
95%	Project Grant - Quindanning Darkan Rd	281,700	0	244,996	(244,996)
10%	RTR - York Williams Rd	103,298	0	15,473	(15,473)
-	RTR - Clayton Rd	92,814	500	4,108	(3,608)
95%	Council - Brooking Street	124,500	124,500	102,630	21,870
100%	LRCI - Rosselloty Street	140,000	140,000	194,762	(54,762)
-	Council - Narrakine Rd	15,900	0	0	0
100%	Council - Pig Gully Rd	21,265	0	9,376	(9,376)
100%	Council - Townsite Drainage - part of Rosselloty project	30,000	0	0	0
-	Council - Road Upgrades	95,506	0	0	0
	Roads Total	1,063,510	265,000	727,956	(462,956)
100%	Carpark - Lions Park	134,400	162,718	162,718	0
80%	Town Hall Park (Phase 1)	101,044	30,000	58,933	(28,933)
-	Town Hall Park (Phase 2)	30,000	0	0	0
100%	Eagle Sculpture (Final Payment)	20,455	20,455	20,455	0
100%	Cemetery Improvements - Marling	5,000	5,000	7,089	(2,089)
90%	Cemetery Gazebo - Williams	15,000	0	16,461	(16,461)
80%	Townscape Brooking Street (Phase 1)	18,463	2,600	7,885	(5,285)
90%	Entry Statements (Phase 2)	11,836	0	8,073	(8,073)
-	Playground Recreation Centre	20,000	0	0	0
100%	Depot Fuel Facility	65,000	0	75,336	(75,336)
100%	Synthetic Bowling Green	210,000	42,000	226,988	(184,988)
	Infrastructure - Other Total	631,199	262,773	583,937	(321,164)
	Capital Expenditure Total	2,412,193	1,179,687	1,992,887	(813,200)

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**FINANCING ACTIVITIES
NOTE 7
BORROWINGS**

Information on Borrowings Particulars	Principal 30 June 21	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		Actual	Annual Budget	Actual	Annual Budget	Actual	Annual Budget	Actual	Annual Budget
	\$	\$	\$	\$	\$	\$	\$	\$	\$
Recreation and Culture									
Loan #71 Mens Shed	100,000	0	0	19,715	19,715	80,285	80,285	681	681
Transport									
Loan #67 Grader	20,719	0	0	20,719	20,719	0	0	354	354
Other Property and Services									
Loan #65 Industrial Land	172,733	0	0	12,818	12,818	159,915	159,915	10,802	10,802
Loan #66 Industrial Land	128,210	0	0	12,856	12,856	115,354	115,354	5,214	5,214
Economic Services									
Loan #70 Industrial Shed	171,737	0	0	11,108	22,384	160,629	149,353	2,593	5,019
	593,399	0	0	77,215	88,492	516,184	504,907	19,645	22,070
Self supporting loans									
<u>Recreation and Culture</u>									
Loan #69 Williams Bowling Club	107,023	0	0	107,023	107,023	0	0	9,143	8,901
Loan #72 Williams Bowling Club	0	0	200,000	0	0	200,000	200,000	0	0
	107,023	0	200,000	107,023	107,023	200,000	200,000	9,143	8,901
Total	700,422	0	200,000	184,238	195,515	716,184	704,907	28,788	30,971

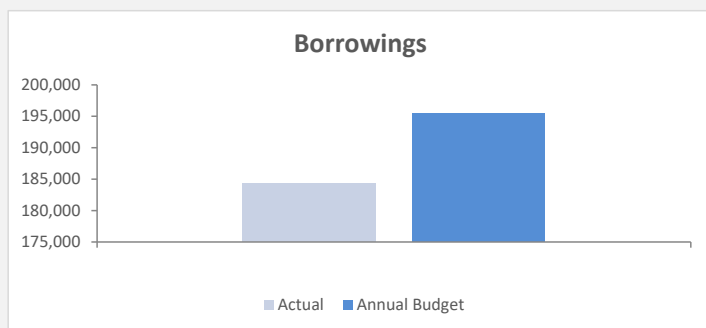
All debenture repayments were financed by general purpose revenue.

SIGNIFICANT ACCOUNTING POLICIES

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.

KEY INFORMATION

All loans and borrowings are initially recognised at the fair value of the consideration received less directly attributable transaction costs. After initial recognition, interest-bearing loans and borrowings are subsequently measured at amortised cost using the effective interest method. Fees paid on the establishment of loan facilities that are yield related are included as part of the carrying amount of the loans and borrowings.



Principal Repayments
\$184,238

Interest Earned
\$1,689

Interest Expense
\$28,788

Reserves Bal
\$748,378

Loans Due
\$716,184

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022

NOTE 8
GRANTS & CONTRIBUTIONS

Program/Details	Unspent Grants, Subsidies and Contributions Liability				2021-22 Budget	Variations Additions (Deletions)	Operating	Non Operating	YTD Revenue	Not Received
	Liability 1-Jul	Increase Liability	Decrease (as Revenue)	Current Liability 31-May						
GENERAL PURPOSE FUNDING					\$	\$	\$	\$	\$	\$
Equalisation Grant	0	0	0	0	108,796	0	108,796	0	483,625	(374,829)
Local Road Grant	0	0	0	0	140,340	0	140,340	0	498,050	(357,710)
LAW, ORDER, PUBLIC SAFETY										
ESL Administration Grant	0	0	0	0	4,000	0	4,000	0	4,000	0
ESL Maintenance Grant	0	0	0	0	27,348	0	27,348	0	34,049	(6,701)
EDUCATION & WELFARE										
Federal Sustainability Grant - Childcare	0	0	0	0	45,000	0	45,000	0	45,000	0
Trainee Incentive Program	0	0	0	0	13,500	0	13,500	0	12,101	1,399
Federal Sustainability Grant - Family Day Care	0	0	0	0	67,638	0	67,638	0	67,638	0
HOUSING										
NRAS - Contribution	0	0	0	0	56,240	0	56,240	0	14,088	42,152
COMMUNITY AMENITIES										
The Williams - Gazebo Cemetery	0	0	0	0	10,000	0	0	10,000	0	10,000
PHCC - Feral Pig Eradication Project	6,334	0	(6,334)	0	12,669	0	12,669	0	8,329	4,340
RECREATION AND CULTURE										
Mens Shed Contribution	0	0	0	0	40,000	0	0	40,000	0	40,000
Repertory Club Contribution to BBQ	0	0	0	0	5,000	0	0	5,000	0	5,000
Contribution to Eagle Sculpture	0	0	0	0	12,272	0	0	12,272	12,272	0
Public Open Space Contribution	0	0	0	0	20,000	0	0	20,000	0	20,000
TRANSPORT										
Direct Grant	0	0	0	0	80,207	0	80,207	0	80,207	0
Road Project Grant	0	117,394	0	117,394	293,481	0	0	293,481	117,394	176,087
Local Roads and Community Projects	0	0	0	0	260,328	0	0	260,328	0	260,328
Driver Reviver Grant - Lions Park	116,300	0	(116,300)	0	116,300	0	0	116,300	116,300	0
Roads to Recovery	0	0	0	0	196,112	0	0	196,112	196,112	0
Street Lighting Subsidy	0	0	0	0	5,700	0	5,700	0	0	5,700
ECONOMIC SERVICES										
Community Water Supply Program	0	0	0	0	53,252	0	53,252	0	34,319	18,933
TOTALS	122,634	117,394	(122,634)	117,394	1,568,183	0	614,690	953,493	1,723,485	(155,302)

KEY INFORMATION

Operating	Annual Budget	YTD Actual	% Received
	\$.61 M	\$1.28 M	208%
Non- Operating	Annual Budget	YTD Actual	% Received
	\$.95 M	\$.44 M	46%

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**NOTE 9
TRUST FUND**

Funds held at balance date over which the Shire has no control and which are not included in this statement are as follows:

Description	Opening Balance	Amount	Amount	Closing Balance
	1 Jul 21	Received	Paid	31 May 2022
	\$	\$	\$	\$
Building Retention	0	0	0	0
Sale of Land for rates	0	0	0	0
Public Open Space Contributions	20,000	0	0	20,000
	20,000	0	0	20,000

**NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2022**

**NOTE 10
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		Opening Surplus				0
E042065	Contribution to Williams CRC for Projector Equipment	Res 25/22	Operating Expenses			(2,000)	(2,000)
A01119	Community Chest Reserve for Contribution to Williams CRC	Res 25/22	Cashback Reserves		2,000	0	0
I113030	Road Safety Community Grant Program	Res 39/22	Operating Revenue		4,460		4,460
E113005	Half Circle Bench Seat - Lions Park	Res 39/22	Operating Expenses			(2,955)	1,505
E053105	Road Safety Community Event	Res 39/22	Operating Expenses			(1,505)	0
I113030	CBH Grass Roots Community Grant - Mens Shed	Res 40/22	Operating Revenue		3,400		3,400
E116008	Mens Shed	Res 40/22	Operating Expenses			(3,400)	0
							0
							0
							0
				0	9,860	(9,860)	

Alan Lamb left the Meeting at 4.25pm.

The President, Cr Logie, declared a direct financial interest in the following Item 8.2.1 Salaries and Allowances Tribunal Determination for Elected Members and left the Meeting at 4.26pm. The nature of his interest relates to the proposed adoption of an amount for the President's Allowance.

Council Resolution

Harding/Price

That, in the absence of the Deputy President Cr Nat Major, Cr Carne be elected as the presiding member for the following Item 8.2.1 Salaries and Allowances Tribunal Determination for Elected Members.

**Carried 6/0
Resolution 132/22**

Cr Carne assumed the Chair at 4.26pm.

8.2 Office of the Chief Executive Officer

8.2.1 Salaries and Allowances Tribunal Determination for Elected Members

File Reference	4.1.60
Statutory Ref.	Local Government Act 1995
Author & Date	Geoff McKeown 23 May 2022
Attachments	Nil

Background

In April 2022 the Salaries and Allowances Tribunal (SAT) completed a review of fees, allowances and expenses for local government elected members. In doing so it determined that remuneration, fees, expenses and annual allowance ranges provided to elected members be increased by 2.5%.

Council can now adopt a position on the payment of fees and allowances, and provision for reimbursement of expenses that will apply from the 1 July 2022.

Comment

The *Local Government Act 1995* confers entitlement for elected members to claim fees, expenses and allowances. In recognition that local governments differ in size and levels of responsibility, all councils have been placed in a Band Range of 1 through to 4. The Shire of Williams is included in Band 4.

Table 1 below shows the minimum and maximum range for council meeting attendance as determined by SAT to be used from the 1 July 2022.

Table 1: Council meeting fees per meeting – local governments

Band	For the council member other than the mayor or president		For a council member who holds the office of mayor or president	
	Minimum	Maximum	Minimum	Maximum
1	\$630	\$813	\$630	\$1,219
2	\$382	\$597	\$382	\$800
3	\$198	\$420	\$198	\$650
4	\$93	\$244	\$93	\$502

Table 2 shows the fee range for committee meeting attendance. This includes, but is not limited to, the Audit Committee, and meetings where elected members are representing the Shire of Williams such as WALGA Central Country Zone, Regional Road Group, 4WDL VROC, HWEDA, etc. and meetings with a Minister of the Crown.

Table 2: Committee meeting and prescribed meeting fees per meeting – local governments

For a council member (including the mayor or president)		
Band	Minimum	Maximum
1	\$316	\$406
2	\$191	\$298
3	\$99	\$210
4	\$47	\$122

Council also has the option of paying elected members an annual fee in lieu of a council or committee meeting fees. Table 3 below shows the minimum and maximum annual fees that can be applied.

Table 3: Annual attendance fees in lieu of council meeting and committee meeting attendance fee - local governments

Band	For the council member other than the mayor or president		For a council member who holds the office of mayor or president	
	Minimum	Maximum	Minimum	Maximum
1	\$25,219	\$32,470	\$25,219	\$48,704
2	\$15,237	\$23,811	\$15,237	\$31,928
3	\$7,880	\$16,776	\$7,880	\$25,976
4	\$3,679	\$9,742	\$3,679	\$20,022

The final consideration for Council is the allowance to be paid to the President.

Although the Shire of Williams has not previously paid an allowance to the Deputy President, this is also included in the SAT determination.

The allowance recognises the additional tasks undertaken by the President and Deputy President, including the following:

- (a) the leadership role of the President;
- (b) the statutory functions for which the President is accountable;
- (c) the ceremonial and civic duties required of the President, including local government business related entertainment; and
- (d) the responsibilities of the Deputy President when deputising.

The maximum annual allowance for the President shall not exceed the maximum shown in the table below, or 0.2 per cent of the local government's operating revenue, whichever is the lesser.

Further, the allowance for the Deputy President, if endorsed by Council to be paid, will be 25% of the amount paid to the President.

Table 8: Annual allowance for a mayor or president of a local government

For a mayor or president		
Band	Minimum	Maximum
1	\$52,539	\$91,977
2	\$15,761	\$64,938
3	\$1,051	\$37,881
4	\$526	\$20,565

Now that the determination has been handed down by SAT, Council can review the level of fees to be paid from the 1 July 2022. A decision on this matter will require a resolution by absolute majority.

The recommendation includes an increase on the previous year of approximately 3%.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- CL 2.2 Maintain accountability, transparency and financial responsibility
- CL 4.4 Monitor and ensure compliance with regulatory framework for local government business

Financial Implications

To be included in the 2022/23 Annual Budget deliberation.

Voting Requirements

Absolute Majority

Officer's Recommendation

That Council adopts the following arrangements for the payment of elected member fees and allowances from the 1 July 2022:

1. A meeting fee of \$152.00 for elected members and \$300.00 for the President, for attendance at a council meeting;
2. A meeting fee of \$80.00 for elected members and \$122.00 for the President, for attendance at a committee meeting or (at the request of the local government) a meeting of a type prescribed in regulation 30(3A) of the *Local Government (Administration) Regulations 1996*;
3. An allowance for travel expenses to be calculated at 95.54c/km; and
4. A President's Allowance of \$4,840.00.

Further, properly incurred out of pocket expenses will be reimbursed in full to elected members.

Council Resolution

Harding/Baker

That Council adopts the following arrangements for the payment of elected member fees and allowances from the 1 July 2022:

1. A meeting fee of \$152.00 for elected members and \$300.00 for the President, for attendance at a council meeting;
2. A meeting fee of \$80.00 for elected members and \$122.00 for the President, for attendance at a committee meeting or (at the request of the local government) a meeting of a type prescribed in regulation 30(3A) of the *Local Government (Administration) Regulations 1996*;
3. An allowance for travel expenses to be calculated at 95.54c/km; and
4. A President's Allowance of \$4,840.00.

Further, properly incurred out of pocket expenses will be reimbursed in full to elected members.

**Carried by Absolute Majority 6/0
Resolution 133/22**

Cr Logie returned to the Meeting and resumed the Chair at 4.31pm.

Cr Macnamara declared a proximity interest in the following Item 8.2.2 Road Construction Programme 2022-2023 and left the Meeting at 4.33pm. The nature of his interest relates to his ownership of land that is adjacent to the York-Williams Road.

8.2.2 Road Construction Programme 2022-2023

File Reference	4.23.10
Statutory Ref.	Nil
Author & Date	Geoff McKeown 1 June 2022
Attachments	Attachment 1 - 10 Year Plan for Road Construction

Background

Council is asked to endorse a draft road construction programme for 2022/22. The programme will then appear in the draft 2022/23 Annual Budget for adoption.

Comment

Some projects are 'locked in' due to external funding arrangements, i.e., Regional Road Group, Roads to Recovery, etc. Other projects are open for Council consideration and inclusion in the overall works programme.

Income

Firstly, there is external funding available for the coming year. The following is a summary of grant funds anticipated for road construction and maintenance:

Regional Road Group Projects (State)	291,683	
Direct Grant (State)	80,207	estimate only
Roads to Recovery (Federal)	196,112	
Local Roads & Community Infrastructure (Federal)	465,858	
FAGs Local Road Component (Federal)	<u>357,744</u>	estimate only
Total	\$1,391,604	

The Local Road Component of the Federal Government's Financial Assistance Grant (FAG) shown above is a notional figure at this stage, based on the amount received in 2021/22.

Expenditure

The 10 Year Plan for Road Construction has been updated and is provided as Attachment 1. It includes the following projects for 2022/23:

Road	Description	Funding Source	Amount	Total
Quindanning Darkan Road	Construct to Seal Standard (SLK 15.08 to 17.38) 2.3kms. Continuation of project commenced in 2020/21.	Road Project Grant	274,248	
Congelin Narrogin Road	Construct to Seal Standard (SLK 1.25 to 2.50) 1.25kms. Includes new culvert. Continuation of project commenced in 2021/22.	Road Project Grant	163,281	437,529
York Williams Road	Reconstruction: 34,903m ² of visual road pavement stress from slight to extreme rutting.	Local Roads & Community Infrastructure	518,880	518,880
Clayton Road	Seal shoulder (SLK 10.00 to 11.83)	Roads to Recovery	25,000	
Dardadine Road	Clear, widen & form and extend culverts (SLK 7.94 to 15.44) 7.5kms	Roads to Recovery	171,112	196,112
Mundays Road	Replace Culvert (4-barrel 900mm x 1200mm RCB)	Council	90,000	

Mundays Road	Gravel sheeting, extend culverts and reseal (SLK 0.00 to 3.46).	Council	56,340	
Hurley Road	Clear, widen & form and extend culverts (SLK 0.00 to 4.00).	Council	67,340	
Cemetery Road	Widen seal to 7m (SLK 0.00 to 0.42)	Council	31,515	245,195
				\$1,397,716

Summary

To summarise these estimates, the following table shows the budget figures for the last three years, along with the 2022/23 draft budget estimates. They highlight the movement in Council funds required to meet next financial year's commitment.

	2019/2020 Budget	2020/2021 Budget	2021/2022 Budget	2022/2023 Budget
INCOME				
State Grants	347,832	357,719	373,688	371,890
Federal Grants	505,857	509,918	652,428	1,019,714
Shire Funds	501,203	589,952	548,318	584,707
Total	1,354,892	1,457,589	1,574,434	1,976,311
EXPENDITURE				
Maintenance	514,070	605,813	560,741	578,595
Construction	840,912	851,776	1,013,693	1,397,716
Total	1,354,982	1,457,589	1,574,434	1,976,311

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- LUE 4.1 Strive for high-quality, well-constructed and maintained local road network.
- LUE 4.2 Ensure adequate and appropriate drainage is considered in all road upgrades and maintenance for both town and rural roads.
- CL 2.2 Maintain accountability, transparency and financial responsibility.

Financial Implications

For consideration in the 2022/23 budget deliberation.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council endorse the Road Construction and Maintenance Programme for the 2022/2023 financial year, as proposed, and include the detail in the draft 2022/23 Annual Budget.

Council Resolution

Panizza/Baker

That Council endorse the Road Construction and Maintenance Programme for the 2022/2023 financial year, as proposed, and include the detail in the draft 2022/23 Annual Budget.

**Carried 6/0
Resolution 134/22**

ROAD CONSTRUCTION PROGRAMME - 10 YEAR PLAN

LOCAL ROAD PROJECT GRANT <i>(⅓ Grant ⅔ Council Funds)</i>													
Description	SLK Range	Average Daily Traffic	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	
Quindanning Darkan Road	Construct to Seal Standard (7m wide)	26.58 to 24.28	42	281,700									
	Construct to Seal Standard (7m wide)	17.38 to 15.08	42		274,248								
	Construct to Seal Standard (7m wide)	24.28 to 21.98	42			360,810							
	Construct to Seal Standard (7m wide)	21.98 to 19.68	42				333,585						
	Construct to Seal Standard (7m wide)	19.68 to 17.38	42					327,585					
Congelin Narrogin Road	Construct to Seal Standard (7m wide)	0.00 to 1.25	43	158,526									
	Construct to Seal Standard (7m wide)	1.25 to 2.50	43		163,281								
	Construct to Seal Standard (7m wide)	2.25 to 3.75	43			168,180							
	Construct to Seal Standard (7m wide)	3.75 to 5.00	43				173,226						
	Construct to Seal Standard (7m wide)	5.00 to 6.14	43					178,422					
Quindanning Darkan Road	Reseal	0.00 to 5.00	93					137,550					
	Reseal	5.00 to 10.00	93						141,675				
	Reseal	10.00 to 15.00	93							145,926			
	Reseal	28.91 to 23.91	42								150,304		
	Reseal	23.91 to 18.91	42									154,813	
Fourteen Mile Brook Road	Reseal	0.00 to 5.00	34					137,550					
	Reseal	5.00 to 10.00	34						141,675				
	Reseal	10.00 to 13.66	34							106,818			
Tarwonga East Road	Shoulder widening and edge repair	0.00 to 2.78	458					139,000					
	Reseal	0.00 to 2.78	458									83,678	
Marradong Road	Reseal	0.00 to 3.00	68					82,530					
	Reseal	3.00 to 9.00	68						170,100				
	Reseal	9.00 to 11.45	68							71,514			
Pingelly Road	Reseal	0.00 to 3.00	32							87,570			
	Reseal	3.00 to 8.00	32								150,500		
York Williams Road	Widen Shoulder and Seal to 7m	18.48 to 20.68	190								124,932		
	Reseal	18.48 to 20.68	190									66,220	
				440,226	437,529	528,990	506,811	506,007	496,630	453,450	411,828	425,736	304,711

LOCAL ROADS & COMMUNITY INFRASTRUCTURE PROGRAM													
Description	SLK Range	Average Daily Traffic	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2027/28	2028/29	
Rosselloty Street	Reconstruct to improve drainage, including laneway tie-in	0.45 to 0.57		140,000									
York Williams Road	Reconstruction: 34,903m2 of visual road pavement stress from slight to extreme rutting.	Various	190	518,880									
				140,000	518,880	0	0	0	0	0	0	0	

ROADS TO RECOVERY <i>(100% Grant)</i>													
Description	SLK Range	Average Daily Traffic	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2027/28	2028/29	
Clayton Road	Seal Shoulder and Widen Shoulder	8.00 to 10.00 & 10.00 to 11.83	101	92,814									
	Seal Shoulder	10.00 to 11.83	101		25,000								
	Reseal	0.00 to 3.00	101			75,600							
	Reseal	3.00 to 6.00	101				77,868						
	Reseal	6.00 to 9.00	101					80,204					
	Reseal	9.00 to 11.83	101						82,610				
York Williams Road	Reseal and Pavement Repair (SLK 7.28 - 7.66)	15.59 to 19.00	190	103,298									
Dardadine Road	Clear, widen & form and extend culverts	7.94 to 15.44	15		171,112								
	Clear, widen & form and extend culverts	15.44 to 21.04	15			120,512							

Zilko Road	Gravel sheeting, extend culverts and reseal	0.16 to 6.66	26						118,244							
	Gravel sheeting and reseal	6.66 to 10.40 & 19.48 to 19.65	26							71,394						
Graham Road	Gravel sheet, new and extended culverts	0.00 to 1.95								44,514						
Extracts Road	Gravel sheet, extend culverts and reseal	0.00 to 5.00									113,502					
Brooking Street	Replace culvert & reconstruct to Narrogin Road	0.76 to 1.16	502										196,112			
Glenfield Road	Reseal	0.00 to 5.37	53											152,240		
Town Streets	Reseal	0.00 to 0.90													43,872	
	Reseal	0.00 to 3.92														196,112
	Reseal	0.00 to 3.80														196,112
				196,112	196,112	196,112	196,112	196,112	196,112	196,112	196,112	196,112	196,112	196,112	196,112	196,112

COUNCIL	Description	SLK Range	Average Daily Traffic	2021/22	2022/23	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2027/28	2028/29
Brooking Street	Pavement failure, new kerb and asphalt	0.00 to 0.176		124,500									
Narrakine Road	Pavement Repair 50m			15,900									
Pig Gully Road	Clear vegetation and extend 900mm culvert			21,265									
Marjidin Way	Widen Intersection to RAV 7 standard	0 to 0.10	72	44,175									
Mandiaking Road	Repair Lavender's Crossing			15,000									
Rosselloty Street	Townsite drainage (added to LRCI Project)			30,000									
Cemetery Road	Widen shoulder and seal	0.00 to 0.42			31,515								
Mundays Road	Replace Culvert (4-barrel 900mm x 1200mm RCB)	8.5			90,000								
Mundays Road	Gravel sheeting, extend culverts and reseal	0.00 to 3.46			56,340								
	Gravel sheet, extend culvert and reseal	3.46 to 8.70				104,360							
Hurley Road	Clear, widen & form and extend culverts	0.00 to 4.00	24		67,340								
	Clear, widen & form and extend culverts	4.00 to 8.00	24			69,600							
	Clear, widen & form and extend culverts	8.00 to 13.83	24				101,595						
Culbin Boraning Road	Gravel sheet and extend culverts	7.69 to 10.69	50			69,000							
	Gravel sheet and culvert repairs	10.69 to 14.69	50				81,760						
Bates Road	Gravel sheet and extend culverts	0.00 to 1.50					28,350						
	Gravel sheet	1.50 to 3.52						33,330					
Medlen Road	Gravel sheet	2.10 to 5.60					57,750						
Westmere Road	Gravel sheet and reseal	0.00 to 5.00	19					111,020					
Yarrabin Road	Gravel sheet, new and extended culverts	0.00 to 4.50							90,050				
Narrakine Road	Reseal and surface correction	0.00 to 4.00							126,760				
		4.00 to 8.80								144,480			
Pig Gully Road	Gravel sheet	0.00 to 5.00							82,500				
		5.00 to 11.00								99,000			
Marling Road	Gravel sheet	0.00 to 3.50								57,750			
	Gravel sheet and reseal	3.50 to 7.14									91,140		
Playle Road	Gravel sheet	0.00 to 3.75								61,875			
McKenzie Road	Gravel sheet	0.00 to 5.43								89,595			
Sattler Road	Gravel sheet	0.00 to 5.42								89,430			
Narrakine Road	Clear, widen and form and extend culverts	8.80 to 14.30	43									105,750	
Waldock Road	Clear, widen and form and extend culverts	0.00 to 1.80										94,700	
Glenfield Road	Clear, widen & form and extend culverts	8.09 to 13.63	53									90,310	
English Road	Clear, widen and form and extend culverts	0.00 to 6.58											123,570
	Gravel sheet	0.00 to 6.58											108,570
				250,840	245,195	242,960	211,705	202,100	299,310	301,230	332,040	290,760	232,140
				1,027,178	1,397,716	968,062	914,628	904,219	992,052	950,792	939,980	912,608	732,963

Cr Macnamara returned to the Meeting at 4.34pm.

8.2.3 Williams Community Resource Centre Agreements

File Reference	4.21.05
Statutory Ref.	Nil
Author & Date	Geoff McKeown 3 June 2022
Attachments	Attachment 2 – Lease Agreement, Fee for Service Contract and Memorandum of Understanding

Background

The Shire contracts the Williams Community Resource Centre Inc, (WCRC) to provide a library service to the community. There are several agreements between the Shire and WCRC that define the relationship, including:

- Lease agreement for 5 Brooking Street, Williams (expiring 30 June 2022);
- Fee for Service Contract for provision of library services (expiring 30 June 2022); and
- Memorandum of Understanding that details the roles and responsibilities of the Shire and WCRC as they pertain to the premises' use and management, library service and community programs (expiring 30 June 2022).

Comment

The agreements are due to expire on the 30 June 2022. They have been referred to the WCRC Management Committee for input into their renewal. Key points for consideration are:

- Lease Agreement - \$250 (incl. GST) per week lease payment to the Shire. Electricity consumption cost more than \$7,000 per annum payable by the WCRC as an outgoing expense (year to date cost for 2021/22: \$3,846.21).
- Fee for Service Contract – The Shire pays the WCRC \$38,698.44 (excl. GST) to cover wages for provision of the library service to the community.

The amounts mentioned above have not changed since 2018.

The WCRC Management Committee has responded acknowledging that it accepts that increases will apply in the new contracts and supports this if the increase in rent is proportionate to the increase in the fee for service arrangement.

The Lease Agreement and Fee for Service Contract presented for adoption include increases that reflect the CRC Management Committee's position. An annual increase of 6.55% for the Lease Agreement and 2% for the Fee for Service Contract maintains a comparable increase in dollar value over the duration of their terms. The WCRC is guaranteed funding from the State Government for five years from the 1 July 2022, so the WCRC Management Committee supports the same period for agreements with the Shire.

Statutory Implications

Section 3.58 of the *Local Government Act 1995* outlines the requirement for disposing of property. The term 'dispose' includes selling, leasing, or otherwise disposing of, whether absolutely or not. An exemption exists from having to meet these requirements when the disposal is to a body, the objects of which are cultural and educational. An extract of the *Local Government (Functions and General) Regulations 1996* follows:

30. Dispositions of property excluded from Act s. 3.58

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

- (2) A disposition of land is an exempt disposition if —
 - (b) the land is disposed of to a body, whether incorporated or not —
 - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
 - (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body’s transactions;

Policy Implications

Entering a fee for service contract for the delivery of library services raises an issue to do with Council’s Purchasing Policy. The fee for service contract is proposed for a five (5) year period with the total value of the contract being approximately \$244,114.44.

There is justification not to invite quotes in this situation due to the unique nature of the service; the fact that it is provided in a Shire owned building; and the unlikely situation where another provider will operate this service in Williams.

The Council’s Purchasing Policy states a sole source supply arrangement may be approved where the procurement of goods, and/or services is available from only one private sector source of supply (i.e., manufacturer, supplier or agency). This is permitted without the need to call competitive quotations if there is genuinely only one source of supply. Every endeavour to find alternative sources is to be made. Written confirmation of this should be kept on file for later audit.

Strategic Implications

This item aligns with the community’s vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- SCD 2.4 Continue to promote community events, initiatives and programs.
- CL 2.2 Maintain accountability, transparency and financial responsibility.

Financial Implications

The value of rent in the Lease Agreement and the Fee for Service Contract will increase over the five (5) year period of the arrangements.

Voting Requirements

Simple Majority

Officer’s Recommendation

That Council:

1. Agrees to continue the Lease Agreement for the premises located at 5 Brooking Street, Williams with the Williams Community Resource Centre Inc. (WCRC) for the period from 1 July 2022 to 30 June 2027, including an annual rent increase of 6.55% for the duration of the term, and electricity contribution limit determined at the Council Meeting held on the 17 May 2017 (Resolution 208/17);
2. Endorses the Memorandum of Understanding with the WCRC pertaining to the use and management of the premises, and provision of library services and community programs;
3. Accepts the Fee for Service Contract with the WCRC for the provision of library services, including an annual 2.0% increase for the duration of the term, acknowledging that the value of the contact exceeds the quoting threshold contained in Council’s Purchasing Policy and recognising that due to the unique nature and location of the service it is unlikely that there is more than one potential supplier of the service; and

4. Authorises the President and Chief Executive Officer to sign the documents and affix the common seal, where required.

Council Resolution

Price/Carne

That Council:

1. Agrees to continue the Lease Agreement for the premises located at 5 Brooking Street, Williams with the Williams Community Resource Centre Inc. (WCRC) for the period from 1 July 2022 to 30 June 2027, including an annual rent increase of 6.55% for the duration of the term, and electricity contribution limit determined at the Council Meeting held on the 17 May 2017 (Resolution 208/17);
2. Endorses the Memorandum of Understanding with the WCRC pertaining to the use and management of the premises, and provision of library services and community programs;
3. Accepts the Fee for Service Contract with the WCRC for the provision of library services, including an annual 2.0% increase for the duration of the term, acknowledging that the value of the contract exceeds the quoting threshold contained in Council's Purchasing Policy and recognising that due to the unique nature and location of the service it is unlikely that there is more than one potential supplier of the service; and
4. Authorises the President and Chief Executive Officer to sign the documents and affix the common seal, where required.

**Carried 7/0
Resolution 135/22**



DEED OF LEASE

DEED OF LEASE
BETWEEN SHIRE OF WILLIAMS AND WILLIAMS COMMUNITY
RESOURCE CENTRE INCORPORATED

DEED OF LEASE

BETWEEN

SHIRE OF WILLIAMS

(“the Lessor”)

and

**WILLIAMS COMMUNITY RESOURCE CENTRE
INCORPORATED**

(“the Lessee”)

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DEED OF LEASE

THIS DEED OF LEASE made the ... day of June 2022

BETWEEN:

1. The Lessor mentioned in the Schedule ("**the Lessor**")
2. The Lessee mentioned in the Schedule ("**the Lessee**")

RECITALS:

- A. The Lessor is the registered proprietor of the Land
- B. The Lessor has agreed to lease and the Lessee has agreed to take on lease the Premises upon the terms and conditions hereinafter set forth

THE PARTIES AGREE as follows

1.0 INTERPRETATION

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

"**Acts**" includes all acts and statutes (State or Federal) for the time being enacted or modifying any acts and all regulations by-laws requisitions or orders made under any act from time to time by any statutory public or other competent authority.

"**Date of Commencement**" the date of commencement of the Term mentioned in the Schedule

"**Land**" the Land mentioned in the Schedule

"**Lessee**" includes where not repugnant to the context the servants and agents of the Lessee

"**Lessee's Covenants**" all or any of the covenants contained or implied in this Lease on the part of the Lessee to be observed and performed.

"**Lessor's Powers**" all or any of the rights powers and remedies contained in or implied by this Lease exercisable by the Lessor

"**Outgoings**" all the outgoings mentioned in the Schedule

"**Premises**" shall mean the Land

"**Rent**" the rent mentioned in the Schedule and any agreed variation of such rent or as determined in accordance with the provisions of this Lease.

"**Schedule**" the schedule to this Lease.

“Term” the term mentioned in the Schedule including any renewal or extension.

“this Lease” this lease including any schedules and annexures hereto.

- 1.2 Except and to the extent that such interpretation shall be excluded by or be repugnant to the context every covenant or agreement expressed or implied in this deed in which more persons than one covenant or agree shall bind such persons and every two or more of them jointly and each of them severally. Reference to any party shall mean and include a reference to that party his successors or personal representatives (as the case may be) and transferees. The word “person” shall include a corporation; words importing the feminine gender masculine gender singular or plural numbers shall include the masculine gender feminine gender plural number and singular number respectively;
- 1.3 The headings shall not affect the interpretation or construction of this Lease.
- 1.4 Reference to a statute includes all amendments for the time being in force and any other statute enacted in substitution for and the regulations by-laws or other orders for the time being made under that statute.

2.0 OPERATIVE PART

The Lessor **HEREBY LEASES** to the Lessee and the Lessee hereby takes on lease the Premises for the Term subject to the observance and performance of the Lessee’s Covenants

3.0 LESSEE’S COVENANTS

The Lessee covenants with the Lessor:

Rent

- 3.1 To pay the Rent at the times mentioned in the Schedule to the Lessor at its address or as the Lessor may direct in writing from time to time

Payments of Premises Expenses

- 3.2 (a) Duly and punctually pay all charges assessments and costs now or during the Term that shall be charged as a consequence of the Lessee’s occupancy of the building outside of those agreed to be paid for by the Shire

(b) To the extent permissible at law forthwith upon demand to pay 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 or by virtue of this Lease

Cost of Lease

- 3.3 To pay the Lessor's 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 and all stamp duty payable thereon and in respect to any renewal of the Term and any application for the consent of the Lessor hereunder and of or incidental to any and every breach or default by the Lessee hereunder 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 fees of all professional consultants reasonably incurred by the Lessor in consequence of or in connection with any breach or default by the Lessee hereunder

Maintain Premises

- 3.4 During the term and thereafter so long as the Lessee remains in possession or occupation of the Premises to keep the Premises in a reasonable state of cleanliness

Use of Premises

- 3.5 (a) Offensive Activities

Not to do exercise or carry on or permit or suffer any other person or persons to do exercise or carry on in the Premises or any part thereof any noxious noisome or offensive act trade business occupation or calling or any act matter or thing whatsoever which shall cause nuisance damage or disturbance to the Lessor or occupier of any building in the neighbourhood

- (b) Birds, Animals

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

- (c) Lavatories etc.

Not to use or permit or suffer 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 and not to deposit or permit to be deposited therein any sweepings rubbish or other matter and any damage thereto caused by misuse shall be made good by and at the cost of the Lessee forthwith

- (d) Chemicals etc.

Not to use or permit or suffer to be used any chemicals or inflammable gases fluids or substances in or upon the Premises other than those normally used in connection with the care and maintenance of the premises

- (e) 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.

Entry by Lessor and Others

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

(a) To Inspect

By the Lessor and its agents and servants to view the state of repair thereof for the purposes of ensuring compliance by the Lessee 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 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 carrying out 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

No Assignment

3.7 In the instance where the Lessee wishes to sublet a portion of the premises to another party it is to confirm that party is compatible to the ethics and objectives of both the Lessor and the Lessee's State Government funding agency.

Comply With Acts Etc.

3.8 (a) Fire Regulations

In the positioning of partitions upon or within the Premises to comply with all Acts relating to fire detection and alarm and to pay to the Lessor the cost of effecting any alterations to the thermal detectors or other fire alarm installations which may be required or necessary to comply with any Act or the requirements of the Fire & Accident Underwriters Association the Insurance Council of Australia and the Fire Brigades Board of Western Australia

(b) 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 shall satisfy 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 consent required pursuant to any Act to enable it to occupy the Premises for the purposes of its business.

Public Risk Insurance

3.9 To effect and keep effected in respect of the Premises at the Lessee's own expense and in the Lessee's name adequate public risk insurance for the time being in an amount not less than the amount mentioned in

the Schedule in respect of any one claim or such higher amount as the Lessor may reasonably expect and to ensure that such insurance conforms with the reasonable requirements of the Lessor of which the Lessee is from time to time given notice and:-

(a) If required by the Lessor to produce the policy in respect of public risk insurance to the Lessor and the receipts for the last premium;

(b) not to alter the terms or conditions of such policy without the written approval of the Lessor and to forthwith deliver to the Lessor particulars of any change or variation of the terms and conditions or any other matter in respect of any public risk insurance policy effected by the Lessee pursuant to this clause

(c) The Lessee will undertake such insurance with its own insurance company and shall use all reasonable endeavours to note on the insurance policy the interest of the Lessor.

Not to Invalidate Insurance

3.10 Not to do or suffer to be done or allowed any act matter or thing upon the Premises or bring or keep anything therein whereby the insurance on the Premises against damage by fire and other insured risks 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 will pay all additional premiums of insurance on the Premises (if any) required on account of the additional or increased risk caused by the use to which the Premises are put by the Lessee

Indemnities etc

3.11 (a) 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) Without prejudice to the generality of the foregoing provision 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 paragraph (i) (ii) and (iii) of this sub-clause; to indemnify and keep indemnified 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 loss or damage to property or death or injury to any person of whatsoever nature or kind and howsoever or wherever sustained that:

(i) is caused or contributed to by the use or occupation of the Premises except to the extent that the same is 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 hereunder;

(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;

(c) Without limiting the generality of sub-clauses (a) and (b) of this clause to indemnify the Lessor from and against all actions claims demands losses damages costs and expenses for which the Lessor shall or may be or become liable in respect of or arising from the overflow or leakage of water and other fluids in or from the Premises except to the extent that the same is caused or contributed to by the negligence of the Lessor.

No Absolute Caveat

3. 12 Not to lodge an absolute caveat over the Land or any part thereof to protect the interest of the Lessee hereunder and the Lessee IRREVOCABLY APPOINTS the Lessor (and where the Lessor is a corporation then every manager and other officer 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 his name and on his behalf to execute and to lodge at the Office of Titles Perth a withdrawal of any absolute Caveat and upon the expiration or sooner determination of the Term to execute and lodge at the Office of Titles Perth a withdrawal of any "subject to claim" caveat lodged by the Lessee AND the Lessee RATIFIES AND CONFIRMS and AGREES TO RATIFY AND CONFIRM all that the attorney shall do or cause to be done under or by virtue of this clause and shall indemnify the Lessor in respect of any loss arising from any act done under or by virtue of this clause and the Lessee will pay the Lessor's costs and expenses of and incidental to the withdrawing of any caveat lodged by or on behalf of the Lessee affecting the Land as provided by this clause

4.0 LESSOR'S COVENANTS

The Lessor COVENANTS with the Lessee subject to the Lessee observing and performing the Lessee Covenants:

Quiet Enjoyment

4. 1 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 or persons lawfully claiming by from or under the Lessor
4. 2 Duly and punctually to pay all water excess water electric light power and gas charges which charges assessments and costs now are or during the Term shall be charged upon or in respect of the Premises
- (b) Duly and punctually to pay the Outgoings upon or at the respective days or times upon which they shall become due or payable
4. 3 (a) Generally
- During the term and thereafter so long as the Lessee remains in possession or occupation of the Premises to maintain replace repair and keep the Premises including all gardens and parking areas and all

additions thereto installed by the Lessee including the external and internal surfaces entrances doors glass plate glass windows flooring floor coverings partitions fire sprinkler system fixtures Air-conditioning Plant and equipment toilet accommodation and the appurtenances thereto and also all water sewerage and electrical installations and exterior signs and also all other permanent fixtures and fittings in good and substantial repair order and condition damage by earthquake aircraft riot civil commotion fire flood lightning storm tempest and reasonable wear and tear act of God and war excepted unless the damage is caused by the neglect default or misconduct of the Lessee or the Lessor's insurances are invalidated by an act neglect or default of the Lessee or its servants agents officers employees or customers

(b) Cleansing, rodent control, nuisance

That the Lessor will at the Lessor's own expense during the Term at all times keep and maintain the Premises and the sumps and drains well cleaned and drained and in good sanitary condition and properly disinfected and will remove from the Premises all rubbish trade waste cartons boxes produce containers or accumulation of useless property remaining within the Premises or the immediate surroundings and will not leave any rubbish bins or other containers outside the Premises and will take all action necessary to keep the Premises free from rodents and vermin and at the Lessor's own expense from time to time employ pest exterminators for such purpose and will not do or leave undone any act matter or thing whereby a nuisance or anything in the nature of or which may be deemed to be a nuisance by the Lessor or any properly constituted authority or within the meaning of any Act relating to the Premises may exist or arise or continue upon or in connection with the Premises and will forthwith abate any such nuisance and will observe and perform and discharge and execute and will take such sanitary measures and precautions

5.0 MUTUAL AGREEMENTS

The parties hereto agree as follows:

Default by Lessee

5.1 (a) If 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

(b) If any execution or process is made against the property of the Lessee; or then and in any of such cases the Lessor may at any time thereafter and without any notice or demand enter and repossess the Premises and thereby the Term and the estate and interest of the Lessee in the Premises shall forthwith 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 the Lessee's Covenants PROVIDED THAT upon such re-entry by the Lessor the Lessor shall have the right to remove any property left in or about the Premises and the Lessee will in such event indemnify the Lessor from and against all damage to such property and any costs that may be incurred by the Lessor as a consequence including but not limited to removal and storage.

Holding Over

- 5.2 In the event of the Lessee remaining in possession of the Premises after the expiration of the Term 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 such holding over may be terminated by either party first giving one month's written notice to the other party of its intention to so determine such holding over

Lessee's Obligations at Risk and Expense of Lessee

- 5.3 Whenever the Lessee is obliged or required by this Lease to do or effect or omit to do any act matter or thing then the doing or the omission to do (as the case may be) of such act matter or thing shall unless this Lease otherwise provides be at the sole risk and expense of the Lessee

Lessor May Remedy Lessee's Default

- 5.4 If the Lessee omits or neglects to pay any money or to do or effect anything which the Lessee has herein covenanted to pay do or effect then on each and every such occasion it shall be lawful for but not obligatory upon the Lessor and without prejudice to any rights or powers arising from such default to pay such money or to do or effect such 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 so expended by the Lessor shall be repayable by the Lessee to the Lessor upon demand

Waiver

- 5.5 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

Notices

- 5.6 Any notice required to be served hereunder shall be sufficiently served on the Lessee if left addressed to the Lessee on the Premises or forwarded to the Lessee by post to the last known place of business of the Lessee and shall be sufficiently served on the Lessor if addressed to the Lessor and left at or sent by post to the Lessor's registered office for the time being and a notice sent by post shall be deemed to be given at the time when it ought to be delivered in due course of post unless the contrary is shown

Lessor Not Liable to Third Parties

- 5.7 The Lessor shall not be responsible for the loss of or damage or injury to any person or property or effects of the Lessee or any other person in or

about the Land or the Premises howsoever occurring whether arising from the operation or failure to operate any of the Air conditioning Plant public utility services and other machinery therein or otherwise and provided that the same shall not arise from a negligent act on the part of the Lessor

Severance

5.8 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

Lessor May Act by Agent

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

Statutory Powers

5.10 The powers conferred by or under any Acts shall (except to the extent inconsistent with the terms and provisions expressed in this Lease) be in augmentation of the Lessor's Powers

Proper Law

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

6.0 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 thereof and that the covenants and provisions contained in this Lease expressly or by statutory implication cover and comprise the whole of the agreement between the parties hereto 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 herein or to arise between the parties hereto by way of collateral or other agreement

RELEASE OF LESSOR

The term "Lessor" as used in this Lease so far as the covenants or obligations of the Lessor are concerned shall be limited to and mean only the registered proprietor for the time being of the Land and in receipt of the rents and profits of the Land at the time in question and if the Lessor's interest therein is assigned or transferred in any way (other than by way of security only) the Lessor named herein (and in the case of any subsequent assignments or transfers other than by way of security only the then assignor or transferor) shall be automatically freed and discharged from and after the date of such assignment or transfer from all personal liability for the performance of any covenant or obligation on the part of the Lessor herein contained and under this Lease thereafter to be performed

8.0 WA PLANNING COMMISSION CONSENT

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

EXECUTED by the parties as a Deed.

THE SCHEDULE

1. THE LESSOR:

Shire of Williams of 9 Brooking Street, Williams in the State of Western Australia.

2. THE LESSEE:

Williams Community Resource Centre Inc. of 5 Brooking Street, Williams in the State of Western Australia.

3. TERM:

Date of Commencement - The 1st day of July 2022

Date of Expiration - The 30th day of June 2027

4. RENT:

\$266.38 (incl of GST) per week, payable on demand, for the first year of the Term, increasing 6.55% per annum for each year thereafter.

5. OUTGOINGS:

All insurance premiums paid by the Lessor on behalf of itself in relation to any risk relating to the Lessor's ownership or interest in the Premises and which shall include (but shall not be limited to) premiums in respect of insurance for fire (including (but not limited to) architects and other consultants fees and the cost of demolition and removal of debris), Lessor's fixtures and fittings and plate glass, public risk or liability to the public, fixed shopfronts installed by the Lessor and plate glass therein, sprinkler leakage and water damage.

All electricity charges in excess of \$7,000 calculated in any one financial year.

6. THE LAND:

A portion of the property known as 5 Brooking Street Williams in the State of Western Australia and more particularly described as Lot 371 and Reserve 45573.

7. PERMITTED USE OF:

Williams Community Resource Centre Incorporated activities.

8. MINIMUM AMOUNT OF PUBLIC RISK INSURANCE:

Twenty million dollars (\$20,000,000.00).

9. ADDRESS OF LAND:

5 Brooking Street, Williams, in the State of Western Australia.

**THE COMMON SEAL of
THE SHIRE OF WILLIAMS
was hereunto affixed
in the presence of:**

President: _____

Chief Executive Officer: _____

**THE COMMON SEAL of
Williams Community Resource Centre Incorporated
was hereunto affixed
in the presence of:**

Signature: _____

Name: _____

Position: _____

Signature: _____

Name: _____

Position: _____



FEE FOR SERVICE CONTRACT

FEE FOR SERVICE CONTRACT
BETWEEN SHIRE OF WILLIAMS AND WILLIAMS COMMUNITY RESOURCE
CENTRE INC. MANAGEMENT COMMITTEE

Fee for Service Contract
Between the
SHIRE OF WILLIAMS (“SHIRE”)

And

WILLIAMS COMMUNITY RESOURCE CENTRE INC. MANAGEMENT COMMITTEE
‘WCRC’

Scope:

Delivery of Public Library Services to the community of Williams in context with community need and State Library of Western Australia parameters. This will be for a five (5) year period with a review at the end of that time dependent on WCRC funding arrangements with the State Government.

Deliverables:

The **Williams Community Resource Centre** (WCRC) agrees to deliver the following in return for an annual payment:

1. Provide library assistance services to the community of Williams in accordance with the requirements of the State Library of Western Australia and in context with community need;
2. Maintain a sound level of skill to deliver that service;
3. Maintain the interlibrary loan service for community needs as per the parameters of the State Library of Western Australia;
4. Provide and maintain a safe work environment within the control of the WCRC. Maintain appropriate insurances. These will include Public Liability Insurance up to 20,000,000.00, Volunteer Workers Insurance and Workers Compensation Insurance; and
5. Maintain good governance of the operation, which is inclusive of both the WCRC and the Library.

In delivering these services for the five (5) years to 30 June 2027, the WCRC will achieve the following milestones:

1. Maintenance of numbers of people using the library and surrounding space;
2. Demonstration of the variety of library programs on offer;
3. Provision of annual statistics to the State Library of Western Australia in an accurate and timely manner;
4. Increase and improvement of the Library space to accommodate a greater area for community inclusion, learning and community connection;
5. Provide quarterly reports to the Shire with regards to the above milestones and general operations of the library; and
6. Open the Library and adjoining spaces during the opening hours of the WCRC.

The **Williams Shire** agrees to collaborate with the WCRC in the above delivery by:

1. Supporting WCRC community engagement and research;
2. Providing for library expenses such as AMLIB (Library software) updates, courier services and any other arrangements, which are currently in place with the State Library of Western Australia and the WCRC (this includes negotiable improvements to fixtures, fittings and identified feature books);
3. Ensuring the building, fixtures and fittings are maintained and improved upon where agreed by both parties;
4. Providing a quarterly payment for the delivery of the above services. The total annual contribution will be \$39,472.41, excluding GST, in the first year and increasing 2% each year thereafter for the term of the agreement.
5. This contract is applicable for a five (5) year period from 1 July 2022 to 30 June 2027.

Early termination of this agreement or changes to the above arrangements can be made upon agreement of all parties.

Accepted by the Shire of Williams

Chief Executive Officer

Date

Shire of Williams

On behalf of the Shire of Williams I accept the administrative and reporting requirements as set out above.

Accepted by the Williams CRC Inc.

Chairperson

Date

Williams Community Resource Inc. Management Committee

On behalf of the Williams CRC Inc. I accept the administrative and reporting requirements as set out above.



MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
BETWEEN SHIRE OF WILLIAMS AND WILLIAMS COMMUNITY RESOURCE
CENTRE INC. MANAGEMENT COMMITTEE

**Memorandum of Understanding
between the**

SHIRE OF WILLIAMS (“SHIRE”)

and

**WILLIAMS COMMUNITY RESOURCE CENTRE INC. MANAGEMENT COMMITTEE
 (“WCRC”);**

The purpose of this Memorandum of Understanding (MOU) is to document the conditions under which the Williams Community Resource Centre Inc. Management Committee and the Shire of Williams interact. The MOU pertains to the premises use and management, library service and community programs.

The MOU outlines in detail the roles and responsibilities of each of the signatories to the document.

The term of the MOU is for a five (5) period from 1 July 2022 to 30 June 2027, in accordance with the WCRC grant agreement with the State Government.

This MOU replaces the previous MOU dated May 2020.

PRINCIPLES

This agreement takes into consideration the following principles:

- A common interest benefiting and building capacity in the Williams Community
- To operate in synergy towards common goals
- Mutual respect, trust and support of both organisations
- A commitment to open communication regarding services to the Community
- Shared capabilities and resources

This MOU is based around three key areas:

1. Premises Asset
2. Library Service Program
3. CRC Community Programs

1. Premises Asset

- Tenancy

The **SHIRE** will lease the Community Resource Centre premises with the arrangements between the two parties detailed in this MOU. The arrangements are based on the following:

1. Lease Area

The entire building and surrounding gardens shall be included within the lease area. The **WCRC** will ensure that a Library area is retained for this purpose, along with an area for The Williams Newspaper.

2. Rental

As at 1 July 2022 the weekly rental for the premises is in accordance with the Lease Schedule.

3. Insurance

The **SHIRE** will maintain insurance for the building, contents owned by the Shire and public liability to the extent of the Shire's liability.

The **WCRC** will maintain insurance for professional indemnity, contents owned by the WCRC, volunteer workers and public liability to the extent of the WCRC's liability. The WCRC will provide the Shire with an updated list of all furniture and equipment it owns within the building on an annual basis.

4. Maintenance

The **SHIRE** is responsible for all maintenance and cleaning.

The **WCRC** shall report any maintenance requirements to the Shire and keep the facilities generally tidy to reduce the amount of cleaning required.

5. Utilities

The **SHIRE** will pay for all power and water

6. Improvements

Any major improvements/alterations shall be approved by the **SHIRE** and as part of that approval the level of contribution by the Shire will be determined, if any.

7. Equipment

The equipment in the building and a portion of the furniture is owned by the **WCRC**. An asset list/register is to be kept, and in the event of the WCRC dissolving at any time the equipment and furniture belonging to the WCRC are to be vested to the community.

- Bookings and Hire

The **WCRC** is responsible for the day-to-day management of the premises in accordance with the Lease and can set and receive fees for the occasional hire of the meeting room and offices. In the instance where the **WCRC** wishes to sublet a portion of the premises to another party it is to confirm that party is compatible with the ethics and objectives of both the **SHIRE** and its State Government funding agency.

2. LIBRARY SERVICE PROGRAM

- Delivery of Library Services

The **WCRC** will delivery library services to the community, based on a Fee for Service Contract jointly endorsed by the WCRC and SHIRE. The length of this contract must meet the length of time that the WCRC is under contract with the State Government.

- Fixtures and Fitting

The **SHIRE** shall provide fixtures and fittings for the Library. In the event that the WCRC purchases any equipment or fixtures these shall remain the property of the WCRC and will be included on the assets register.

- Expenses

All library expenses shall be met by the **SHIRE**.

- Stock

All library stock shall be provided by the **SHIRE** through the State Library of Western Australia.

3. WCRC COMMUNITY PROGRAMS

The Shire agrees to support community programs implemented by the WCRC as determined by their engagement of the community and arrangements with the State Government where appropriate. In particular, the Shire will provide ongoing support where appropriate in the following complimentary areas:

- Seniors Programs
The **WCRC** shall decide on the appropriate seniors programs and the **SHIRE** shall commit to support various activities from time to time upon request. This includes contributions to trips for the seniors.
- Economic and Business Development
The **SHIRE** and the **WCRC** agree to work collectively to promote economic and business development within the Shire of Williams.
- The Williams Newspaper
The **WCRC** will maintain an agreement with The Williams Newspaper in regard to use and sub-lease of a portion of the building.

Accepted by the Shire of Williams

**Chief Executive Officer
Shire of Williams**

Date

On behalf of the Shire of Williams I accept the administrative and reporting requirements as set out above.

Accepted by the Williams CRC Inc.

Chairperson

Date

**Williams Community Resource Inc. Management Committee
On behalf of the Williams CRC Inc. I accept the administrative and reporting requirements as set out above.**

8.2.4 Social Housing Economic Recovery Grant Package – Sandalwood Court

File Reference	9.20.55
Statutory Ref.	Local Government Act 1995, section 5.23(2)(c)
Author & Date	Geoff McKeown 7 June 2022
Attachments	Nil

Background

In June 2020, the Western Australian State Government announced a housing stimulus package with an estimated value of \$444 million to aid the state's COVID-19 economic recovery. As part of this stimulus, the Department of Communities (Communities) is leading the delivery of a \$319 million Social Housing Economic Recovery Package (SHERP).

The package has three workstreams, including:

- to build or buy (off-the-plan) new social housing properties across metropolitan and regional areas;
- to refurbish existing public and supported residential houses and community housing properties; and
- for targeted maintenance programs for regional social housing properties.

An application was submitted in the second workstream to refurbish the kitchens, bathrooms and laundries in the six (6) units at Sandalwood Court.

Quotes from building contractors were obtained for the application process, based on building specifications and plans provided.

On the 20 January 2022 the Shire was advised that its application was successful. The refurbishment work is required to be completed by 30 December 2024.

Comment

To progress the work, the Shire called tenders from building contractors. The tender specifications emphasised that the units are currently occupied, and the work will be limited to one unit at a time.

Tenders closed on the 1 June 2022 following advertising in the West Australian, Narrogin Observer and Shire website.

In accordance with section 5.23(2)(c) of the *Local Government Act 1995*, a Council Meeting can be closed to members of the public if the meeting deals with a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting.

It is recommended that the Council Meeting be closed to members of the public for discussion on a contract that may be entered into following the tender process.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- CL 4.4 Monitor and ensure compliance with regulatory framework for local government business.

Financial Implications

A financial commitment will be required on awarding a tender and commence in the 2022-2023 financial year.

Voting Requirements

Simple Majority

Officer's Recommendation

That Council close the Meeting to members of the public in accordance with section 5.23(2)(c) of the *Local Government Act 1995* to allow for discussion on a contract that may be entered into following the close of tenders for the refurbishment of units at Sandalwood Court.

Council Resolution

Carne/Macnamara

That Council close the Meeting to members of the public in accordance with section 5.23(2)(c) of the *Local Government Act 1995* to allow for discussion on a contract that may be entered into following the close of tenders for the refurbishment of units at Sandalwood Court.

**Carried 7/0
Resolution 136/22**

Officer's Recommendation

That Council does not accept any tender for the refurbishment of kitchens, bathrooms and laundries at the six (6) Sandalwood Court units as an assessment of the tender information received does not satisfy value for money.

Council Resolution

Baker/Panizza

That Council does not accept any tender for the refurbishment of kitchens, bathrooms and laundries at the six (6) Sandalwood Court units as an assessment of the tender information received does not satisfy value for money.

**Carried 7/0
Resolution 137/22**

Council Resolution

Carne/Price

That Council re-open the Meeting to members of the public in accordance with section 5.23(2)(c) of the *Local Government Act 1995*.

**Carried 7/0
Resolution 138/22**

8.2.5 Use of Common Seal and Actions Performed Under Delegated Authority

File Reference	4.50.60
Statutory Ref.	Sections 5.42 and 9.49A <i>Local Government Act 1995</i>
Author & Date	Geoff McKeown 8 June 2022
Attachments	Nil

Background

The purpose of this Agenda Item is to report to Council for endorsement, the use of the Common Seal and actions performed under delegated authority requiring referral to Council.

There is a requirement under the *Local Government Act 1995* that the Delegations Register is reviewed annually by Council. A procedure included in the Delegations Register is to report to Council the activities or actions that have been performed under delegated authority. A report will be completed for Council at meetings that identifies: (1) use of the Common Seal, and (2) actions performed under the delegated authority requiring referral to Council as per the Delegations Register.

Comment

Actions performed under delegation during the preceding month is provided below:

- **Granting of Building Permits – Delegation 2.1.1**

Delegation - Powers to grant or refuse to grant a building permit under the *Building Act 2011*. The Council may delegate its powers or duties as a permit authority under provisions of this Act.

Action – Building Permit(s) issued for the Month of May 2022: Nil

- **Payment from the Municipal or Trust Funds – Delegation 1.1.19**

Delegation - Authority to make payments from the municipal or trust funds with the authority limited to making payments subject to annual budget limitations.

Action - Payments from the Municipal Fund and Trust Fund are as per the payments listing attached to this Agenda.

- **Defer, Grant Discounts, Waive or Write Off Debts – Delegation 1.1.20**

Delegation - A concession may be granted where a fee or charge would normally be applied, and the event or activity is held by a charitable body, not-for-profit organisation or community group.

Action – The Chief Executive Officer waived a fee for community use of the Town Oval for social mixed 'Ultimate Frisbee' on Monday nights between 9 May 2022 and 27 June 2022. There is no set hire fee for this type of usage in the Schedule of Fees and Charges.

- **Power to Invest and Manage Investments – Delegation 1.1.21**

Delegation - Authority to invest money held in the municipal fund or trust fund that is not, for the time being, required for any other purpose.

Action – Nil for May 2022.

- **Designate Authorised Officers – Delegation 8.1.3**

Delegation - Authority to designate a person or class of persons as authorised officers for the purposes of the *Public Health Act 2016*.

Action – The Chief Executive Officer designated Vanessa Gartner, Environmental Health Officer, Shire of Boddington as an authorised officer under section 24 of the *Public Health*

Act 2016 for a period from 31 May 2022 to 31 August 2022, during a period where the Shire of Narrogin is unable to provide environmental health services.

- **Local Planning Scheme – Council to CEO – Delegation 9.2**

Delegation - The CEO is delegated authority to determine development applications that fully comply with all requirements of the Act and Regulations, and the Town Planning Scheme.

Action – The Chief Executive Officer determined the following development applications under delegated authority approved by Council:

1. Application for industrial buildings (showroom/warehouses) on Lot 422 (1) Marjidin Way, Williams following the public submission period and no adverse submissions being received.
2. Application for a reduced side setback for a carport on Lot 4 (9) Rosseloty Street, Williams following the public submission period and no adverse submissions being received.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

- CL 2.2 Maintain accountability, transparency and financial responsibility.
- CL 4.4 Monitor and ensure compliance with regulatory framework for local government business.

Financial Implications

Fees are received for the issue of Building Permits.

Voting Requirements

Simple Majority

Officer’s Recommendation

That Council accept the report “Use of Common Seal and Actions Performed under Delegated Authority” for the month of May 2022.

Council Resolution

Price/Harding

That Council accept the report “Use of Common Seal and Actions Performed under Delegated Authority” for the month of May 2022.

**Carried 7/0
Resolution 139/22**

9.0 Elected Members’ Motions of which Notice has been given

Nil

10.0 New Business of an Urgent Nature introduced by Decision of Meeting

10.1 Elected Members

Nil

10.2 Officers

The Chief Executive Officer sought approval from Council to raise an additional item not included in the Agenda.

Council Resolution
Carne/Price
 That the following late item, 8.2.6 Write-Off Outstanding Debts, be accepted for discussion.
Carried 7/0
Resolution 140/22

8.2.6 Write-Off Outstanding Debts

File Reference 4.12.25
Statutory Ref. Section 6.12(1) *Local Government Act 1995*
Author & Date Geoff McKeown 13 June 2022
Attachments Nil

Background

This report is presented to inform Council of non-collectable debts and seeks Council approval to write-off debts that have been outstanding for an excessive period and are considered unrecoverable.

Comment

The total outstanding money owed to the Shire is \$353.97 and is detailed in the following schedule:

Date	Invoice Number	Details	Amt
4/08/2020	4886	Water Delivery – Multiple attempts to locate debtor. Phone calls and messages ignored. No current forwarding address or email for reminders.	\$283.25
13/04/2021	5217	Pound Fees, seizure and impounding of cat – owner of cat has moved from townsite. Phone calls and messages ignored.	\$70.72

All outstanding debtors are reviewed monthly and whilst the Council has a good track record of managing and recovering debts there may be some debts that become uncollectable. All attempts have been made to recover the above outstanding debts.

The *Local Government Act 1995* provides for the write-off of outstanding debts. Section 6.12(1) states:

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.

Strategic Implications

This item aligns with the community's vision and aspirations as contained in the Shire of Williams Strategic Community Plan 2017 to 2032. Specifically, it relates to the following strategy(s):

CL 2.2 Maintain accountability, transparency and financial responsibility.

Financial Implications

Should Council decide to write off the above debts, it will negatively impact the closing balance by \$353.97.

Voting Requirements

Absolute Majority

Officer's Recommendation

That Council approves the write off the following debts totaling \$353.97:

Date	Invoice	Amount
04/08/2020	4886	\$283.25
13/04/2021	5217	\$70.72

Council Resolution

Harding/Macnamara

That Council approves the write off the following debts totaling \$353.97:

Date	Invoice	Amount
04/08/2020	4886	\$283.25
13/04/2021	5217	\$70.72

**Carried by Absolute Majority 7/0
Resolution 141/22**

11.0 Application for Leave of Absence

Nil

12.0 Closure of Meeting

There being no further business for discussion the President, Cr Logie, declared the Meeting closed at 4.56pm.