



Shire of
Perenjori
Embrace Opportunity

Shire of Perenjori – Ordinary Council Meeting

AGENDA

Thursday 19 June 2025



NOTICE OF AN ORDINARY COUNCIL MEETING

Dear Council Member,

The next Ordinary Meeting of the Shire of Perenjori will be held on Thursday 19 June 2025 in the Shire of Perenjori Council Chambers, Perenjori WA 6620, commencing at 3.00 pm.

A handwritten signature in black ink, appearing to read 'Paul Anderson', is positioned above the printed name.

Paul Anderson

CHIEF EXECUTIVE OFFICER

Date: 13 June 2025

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Council Roles

Advocacy:

When Council advocates on its own behalf or on behalf of its community to another level of government / body / agency.

Executive/Strategic:

The substantial direction setting and oversight role of the Council e.g. Adopting plans and reports, accepting tenders, directing operations, setting and amending budgets.

Legislative:

Includes adopting local laws, town planning schemes and policies.

Review:

When Council reviews decisions made by Officers.

Quasi-Judicial:

When Council determines an application/matter that directly affects a person's rights and interests. The Judicial character arises from the obligations to abide by the principles of natural justice.

Examples of Quasi-Judicial authority include town planning applications, building licences, applications for other permits/licences (e.g.: under Health Act, Dog Act or Local Laws) and other decisions that may be appealable to the State Administrative Tribunal.

Disclaimer

"Any statement, comment or decision made at a Council or Committee meeting regarding any application for an approval, consent or licence, including a resolution of approval, is not effective as an approval of any application and must not be relied upon as such.

Any person or entity that has an application before the Shire must obtain, and should only rely on, written notice of the Shire's decision and any conditions attaching to the decision and cannot treat as an approval anything said or done at a Council or Committee meeting.

Any advice provided by an employee of the Shire on the operation of a written law, or the performance of a function by the Shire, is provided in the capacity of an employee, and to the best of that person's knowledge and ability. It does not constitute, and should not be relied upon, as a legal advice or representation by the Shire. Any advice on a matter of law, or anything sought to be relied upon as a representation by the Shire should be sought in writing and should make clear the purpose of the request."

Shire of Perenjori

Agenda for the Shire of Perenjori Ordinary Meeting of Council to be held on Thursday 19 June 2025, at the Shire of Perenjori Council Chambers, Perenjori WA 6620, commencing at 3.00 pm.

1. Declaration of Opening/Acknowledgement of Traditional Custodians/Audio Recording:

The Shire President to declare the meeting open and welcome those in attendance.

In accordance with r.14I of the *Local Government (Administration) Regulations 1996*, this meeting will be recorded and made publicly available on the Shire's website, with publication of meeting minutes.

Acknowledgement of Traditional Custodians: -

As per the Shire of Perenjori Policy (N° 1021) we wish to acknowledge the traditional owners of the land upon which the Shire of Perenjori is situated and to demonstrate respect for the original custodians.

I respectfully acknowledge the past and present traditional owners of the land on which we are meeting, the Badimia people. It is a privilege to be standing on Badimia country.

2. Opening Prayer/Acknowledgement of Pioneers:

The Shire President to read the opening prayer.

Acknowledgement of Pioneers;

I acknowledge the pioneers who settled this country, developed the land and turned it into the productive country we know today.

3. Disclaimer Reading:

As printed.

4. Record of Attendance/Apologies/Leave of Absence:

4.1 ATTENDANCE:

Members:

Staff:

Distinguished Visitors:

Members of The Public:

Leave of Absence:

Apologies:

5. Public Question Time:

5.1 RESPONSE TO QUESTIONS TAKEN ON NOTICE:

Insert Response

5.2 QUESTIONS WITHOUT NOTICE:

Insert Question

6. Applications for Leave of Absence:

6.1 APPLICATION/S FOR LEAVE OF ABSENCE:

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That _____ be granted leave of absence for the meeting of _____

Motion put and carried / lost

For:

Against:

7. Confirmation of Minutes of Previous Meetings:

7.1 ORDINARY COUNCIL MEETING HELD ON 22 MAY 2025

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That the Minutes of the Ordinary Meeting of Council held on 22 May 2025, be confirmed as true and correct subject to no / the following corrections.

Motion put and carried / lost

For:

Against:

[Next Item](#)



Shire of
Perenjori
Embrace Opportunity

Shire of Perenjori – Ordinary Council Meeting

MINUTES

Thursday 22 May 2025



NOTICE OF AN ORDINARY COUNCIL MEETING

Dear Council Member,

The next Ordinary Meeting of the Shire of Perenjori will be held on Thursday 22 May 2025 in the Shire of Perenjori Council Chambers, Perenjori WA 6620, commencing at 3.00 pm.

A handwritten signature in black ink, appearing to be 'Paul Anderson', is located below the meeting details.

Paul Anderson

CHIEF EXECUTIVE OFFICER

Date: 16 May 2025

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Council Roles

Advocacy:

When Council advocates on its own behalf or on behalf of its community to another level of government / body / agency.

Executive/Strategic:

The substantial direction setting and oversight role of the Council e.g. Adopting plans and reports, accepting tenders, directing operations, setting and amending budgets.

Legislative:

Includes adopting local laws, town planning schemes and policies.

Review:

When Council reviews decisions made by Officers.

Quasi-Judicial:

When Council determines an application/matter that directly affects a person's rights and interests. The Judicial character arises from the obligations to abide by the principles of natural justice.

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Any person or entity that has an application before the Shire must obtain, and should only rely on, written notice of the Shire's decision and any conditions attaching to the decision and cannot treat as an approval anything said or done at a Council or Committee meeting.

Any advice provided by an employee of the Shire on the operation of a written law, or the performance of a function by the Shire, is provided in the capacity of an employee, and to the best of that person's knowledge and ability. It does not constitute, and should not be relied upon, as a legal advice or representation by the Shire. Any advice on a matter of law, or anything sought to be relied upon as a representation by the Shire should be sought in writing and should make clear the purpose of the request."

Shire of Perenjori

Minutes for the Shire of Perenjori Ordinary Meeting of Council held on Thursday 22 May 2025, at the Shire of Perenjori Council Chambers, Perenjori WA 6620.

1. Declaration of Opening/Acknowledgement of Traditional Custodians/Audio Recording:

The Shire President declared the meeting open at 3.00 pm and welcomed those in attendance.

In accordance with r.14I of the *Local Government (Administration) Regulations 1996*, this meeting will be recorded and made publicly available on the Shire's website, with publication of meeting minutes.

Acknowledgement of Traditional Custodians: -

As per the Shire of Perenjori Policy (N° 1021) we wish to acknowledge the traditional owners of the land upon which the Shire of Perenjori is situated and to demonstrate respect for the original custodians.

I respectfully acknowledge the past and present traditional owners of the land on which we are meeting, the Badimia people. It is a privilege to be standing on Badimia country.

2. Opening Prayer/Acknowledgement of Pioneers:

The Shire President read the opening prayer.

Acknowledgement of Pioneers;

I acknowledge the pioneers who settled this country, developed the land and turned it into the productive country we know today.

3. Disclaimer Reading:

As printed.

4. Record of Attendance/Apologies/Leave of Absence:

4.1 ATTENDANCE:

| | |
|-------------------------|--|
| Members: | Cr Jude Sutherland (President) Cr Les Hepworth (Deputy President) Cr Daniel Bradford Cr Colin Bryant Cr Andrew Fraser Cr Brian Campbell Cr Dael Sparkman |
| Staff: | Paul Anderson (Chief Executive Officer) Nola Comerford (Manager Corporate Community Services) Marty Noordhof (Manager Infrastructure Services) Ally Bryant (Finance Manager) Chloe Heard (Finance Officer) |
| Distinguished Visitors: | Nil |
| Members of The Public: | Nil |
| Leave of Absence: | Nil |
| Apologies: | Nil |

5. Public Question Time:

5.1 RESPONSE TO QUESTIONS TAKEN ON NOTICE:

Nil

5.2 QUESTIONS WITHOUT NOTICE:

Nil

6. Applications for Leave of Absence:

6.1 APPLICATION/S FOR LEAVE OF ABSENCE:

COUNCIL DECISION

Council Resolution Number: 220525.1

Moved: Cr Bradford

Seconded: Cr Fraser

That Cr Hepworth be granted leave of absence for the meeting of July 2025.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

7. Confirmation of Minutes of Previous Meetings:

7.1 ORDINARY COUNCIL MEETING HELD ON 16 APRIL 2025

COUNCIL DECISION

Council Resolution Number: 220525.2

Moved: Cr Bryant

Seconded: Cr Hepworth

That the Minutes of the Ordinary Meeting of Council held on 16 April 2025, be confirmed as true and correct subject to no corrections.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

COUNCIL DECISION

Council Resolution Number: 220525.3

Moved: Cr Sparkman

Seconded: Cr Bradford

That the Minutes of the Special Meeting of Council held on 15 May 2025, be confirmed as true and correct subject to no corrections.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

[Next Item](#)

8. Announcements by Presiding Member Without Discussion:

Successful negotiations with the preferred CEO candidate have been finalised.

9. Petitions/Deputations/Presentations:

Nil

10. Announcements of Matters for Which Meeting May Be Closed:

Nil

11. Declaration of Interest:

Nil

12. Finance:

12.1 MONTHLY FINANCIAL REPORT – 30 APRIL 2025

| | |
|-------------------------|--|
| Applicant: | Shire of Perenjori |
| File: | ADM 0082 |
| Report Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Simple Majority |
| Author: | Ally Bryant – Finance Manager |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 12.1.1 - Monthly Statement of Financial Activity for 30 April 2025 |

Summary

This item recommends that Council receives the Financial Activity Statements for the periods ending 30 April 2025.

Background

Regulation 34 of the Local Government (Financial Management) Regulations 1996 requires local governments to prepare a Monthly Statement of Financial Activity.

Recent changes to the Regulations require a focus on reporting and variance analysis by nature and type rather than by program. The Shire's reports have historically been prepared by both nature and type and program with the variance analysis done by program. All reports for 2024-25 to date have been prepared by both nature and type and program, but with the variance analysis being done by nature and type in compliance with the revised Regulations.

Statutory Environment

Regulation 34 of the Local Government (Financial Management) Regulations 1996 requires local governments to prepare a Monthly Statement of Financial Activity.

Policy Implications

Nil

Consultation

Nil

Financial Implications

Shown in the attached data.

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

Strategic Objectives

4.6. The organisation, assets and finances of the Shire are managed responsibly

Officer Comment

The audited opening surplus for the 2024-25 financial year is \$3,170,411. As previously advised, this surplus is notionally deceiving as the State Government transferred 85% of its 2024-25 financial assistance grants (totalling \$2.496m) to the Shire in June 2024.

Operating revenue YTD is \$6,997,976 over YTD budget by \$218,799

Operating expenditure YTD is \$10,803,434 under YTD budget by \$731,425

Key variances between the YTD budget and actuals are explained in the attached report on pages 2-3.

COUNCIL DECISION

Council Resolution Number: 230525.4

Moved: Cr Campbell

Seconded: Cr Hepworth

That the Monthly Financial Report to 30 April 2025 as attached be received.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

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12.2 SCHEDULE OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 30 APRIL 2025

| | |
|--------------------------------|---|
| Applicant: | Shire of Perenjori |
| File: | ADM 0082 |
| Report Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Simple Majority |
| Author: | Gypsie Douglas – Finance Officer |
| Responsible Officer: | Ally Bryant – Finance Manager |
| Attachments: | 12.2.1 - Accounts for Payment 30 April 2025 12.2.2 – Corporate Credit Card Statement & Breakdown (NAB) |

Summary

Council is presented the list of payments made from the Municipal, Trust and Reserve Accounts under delegation since the last Ordinary Council Meeting.

Background

Council delegates authority to the Chief Executive Officer annually:

To make payments from Trust, Reserve and Municipal Fund;

To purchase goods and services to a value of not more than \$250,000;

Statutory Environment

Local Government Act 1995

S6.5. Accounts and records

Local Government (Financial Management) Regulations 1996

R11. Payments, procedures for making etc.

R12. Payments from municipal fund or trust fund, restrictions on making

(1) A payment may only be made from the municipal fund or the trust fund —

(a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or

(b) otherwise, if the payment is authorised in advance by a resolution of the council.

(2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

S13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

(1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —

(a) the payee's name; and

(b) the amount of the payment; and

(c) the date of the payment; and

(d) sufficient information to identify the transaction.

(2) A list of accounts for approval to be paid is to be prepared each month showing —

(a) for each account which requires council authorisation in that month —

(i) the payee's name; and

(ii) the amount of the payment; and

(iii) sufficient information to identify the transaction; and

(b) the date of the meeting of the council to which the list is to be presented.

(3) A list prepared under sub-regulation (1) or (2) is to be —

- (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
- (b) recorded in the minutes of that meeting.

Policy Implications

Nil

Council Policy Compliance

Payments are checked to ensure compliance with Council's Purchasing Policy Number 4007 – Procurement Policy.

Financial Implications

All payments are made in accordance with the adopted annual budget.

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Consultation

Paul Anderson – Chief Executive Officer

Ally Bryant – Finance Manager

Officer Comment

Accounts paid for the month ending 30 April 2025.

| Municipal Account | |
|----------------------|-----------------------|
| EFT 18831 - 18909 | \$1,469,296.60 |
| Direct Debits | \$150,661.18 |
| Cheques | \$0.00 |
| Corporate MasterCard | \$2,383.42 |
| Bank Fees | \$ 353.27 |
| Total | \$1,622,694.47 |

| Trust Account – Mt Gibson Public Benefit Funds | |
|--|---------------|
| EFT – Transfer to another account (Close Term Deposit) | \$0.00 |
| Cheques | \$0.00 |
| Bank Fees | \$0.00 |
| Total | \$0.00 |

Totalling **\$1,622,694.47** from *Municipal* and *Trust Accounts* for the month ending **30 April 2025**.

COUNCIL DECISION

Council Resolution Number: 230525.5

Moved: Cr Fraser

Seconded: Cr Bradford

That the cheques and electronic payments as per the attached schedules of accounts for payment totaling \$1,622,694.47 (One million, six hundred and twenty two thousand, six hundred and ninety four dollars and forty seven cents) be accepted.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

[Next Item](#)

12.3 FEES & CHARGES 2025/26

| | |
|-------------------------|--|
| Applicant: | Shire of Perenjori |
| File: | ADM 0700 |
| Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Absolute Majority |
| Author: | Ally Bryant – Finance Manager |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 12.3.1 – Proposed Fees & Charges for 2025/26 |

Summary

For Council to consider the proposed Fees & Charges for the 2025/26 financial year.

Background

The 2025/2026 Schedule of Fees & Charges have been reviewed and prepared by the Administration to include the following changes. Generally, fees and charges have been increased by 2.4% in accordance with the WA Consumer Price Index (CPI) increasing for the annual year at March 31 2025.

An explanation of changes, increases and alterations outside of the predicted 2.4% CPI for the Fees & Charges Schedule are as follows:

- Electric Vehicle charge for electricity has been added to Fees and Charges at 0.60c per kWh
- PECC Consulting room added at a daily hire rate to Fees and Charges at \$27.00 per day

Statutory Environment

Local Government Act 1995

Subdivision 2 — Fees and charges

6.16. Imposition of fees and charges

- (1) A local government may impose* and recover a fee or charge for any goods or service it provides or proposes to provide, other than a service for which a service charge is imposed.

** Absolute majority required.*

- (2) A fee or charge may be imposed for the following —
 - (a) providing the use of, or allowing admission to, any property or facility wholly or partly owned, controlled, managed or maintained by the local government;
 - (b) supplying a service or carrying out work at the request of a person;
 - (c) subject to section 5.94, providing information from local government records;
 - (d) receiving an application for approval, granting an approval, making an inspection and issuing a licence, permit, authorisation or certificate;
 - (e) supplying goods;
 - (f) such other service as may be prescribed.
- (3) Fees and charges are to be imposed when adopting the annual budget but may be —
 - (a) imposed* during a financial year; and
 - (b) amended* from time to time during a financial year.

** Absolute majority required.*

6.17. Setting level of fees and charges

- (1) In determining the amount of a fee or charge for a service or for goods a local government is required to take into consideration the following factors —
 - (a) the cost to the local government of providing the service or goods; and
 - (b) the importance of the service or goods to the community; and
 - (c) the price at which the service or goods could be provided by an alternative provider.
- (2) A higher fee or charge or additional fee or charge may be imposed for an expedited service or supply of goods if it is requested that the service or goods be provided urgently.
- (3) The basis for determining a fee or charge is not to be limited to the cost of providing the service or goods other than a service —
 - (a) under section 5.96; or

- (b) under section 6.16(2)(d); or
 - (c) prescribed under section 6.16(2)(f), where the regulation prescribing the service also specifies that such a limit is to apply to the fee or charge for the service.
- (4) Regulations may —
 - (a) prohibit the imposition of a fee or charge in prescribed circumstances; or
 - (b) limit the amount of a fee or charge in prescribed circumstances.

6.18. Effect of other written laws

- (1) If the amount of a fee or charge for a service or for goods is determined under another written law a local government may not —
 - (a) determine an amount that is inconsistent with the amount determined under the other written law; or
 - (b) charge a fee or charge in addition to the amount determined by or under the other written law.
- (2) A local government is not to impose a fee or charge for a service or goods under this Act if the imposition of a fee or charge for the service or goods is prohibited under another written law.

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer

Marty Noordhof – Manager Infrastructure Services

Nola Comerford – Manager Corporate & Community Services

Financial Implications

Levels of income from fees and charges will be increased for the 2025-2026 Annual Budget.

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Officer Comment

Each year Council is required to review the annual fees and charges which are incorporated into the Annual Budget.

Fees and charges were last reviewed for the 2024-2025 Annual Budget.

PROCEDURAL MOTION

Council Resolution Number: 230525.6

Moved: Cr Bradford

Seconded: Cr Sparkman

That Council suspend Standing Orders, *Clause 9.5 Limitation on number of speeches*, at 3.06 pm to allow for open discussion of Item 12.3.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

PROCEDURAL MOTION

Council Resolution Number: 230525.7

Moved: Cr Bradford

Seconded: Cr Sparkman

That Council resume Standing Orders, *Clause 9.5 Limitation on number of speeches*, at 3.08 pm.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

OFFICER RECOMMENDATION

Pursuant to Section 6.16 of the *Local Government Act 1995*, Council adopts the Fees and Charges Schedule as presented and incorporates these fees and charges within the 2025-2026 Annual Budget.

AMENDMENT TO OFFICER RECOMMENDATION

The Council considered that due to the current state of the Latham Hall, the fees and charges applicable to this facility should be removed from the 2025-26 Fees and Charges document.

COUNCIL DECISION

Council Resolution Number: 230525.8

Moved: Cr Fraser

Seconded: Cr Hepworth

Pursuant to Section 6.16 of the *Local Government Act 1995*, Council adopts the Fees and Charges Schedule as presented and amended incorporates these fees and charges within the 2025-2026 Annual Budget.

Motion put and carried 7/0 by Absolute Majority

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

[Next Item](#)

12.4 REQUEST FOR DISCOUNTED ACCOMMODATION FEE

| | |
|--------------------------------|---|
| Applicant: | Ayo Bovell – Practice Manager, Perenjori Medical Centre |
| File: | ADM 0723 |
| Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Absolute Majority |
| Author: | Nola Comerford – Manager Corporate and Community Services |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | Nil |

Summary

For Council to consider implementation of a reduction in weekly rental fees for 29 Timmings St, Perenjori (Eco House 1) and the Caravan Park's Park Home for two x 4-week periods.

Background

The following correspondence was received from Ayo Bovell, Practice Manager of the Perenjori Medical Centre.

From: Practice Manager <practicemanager@mopjmedical.com.au>
Sent: Tuesday, 6 May 2025 12:13 PM
To: Paul Anderson <ceo@perenjori.wa.gov.au>
Subject: Re: 2 bed accommodation for students

Hi Paul,

I hope this finds you well and that you had a restful break.

I'm not sure if Nola had the chance to brief you before going on leave, so I just wanted to touch base. We're planning to begin hosting student doctors in Perenjori and are in the process of arranging suitable accommodation for their stay.

We currently have two doctors in town, and Dale Sparkman has generously offered her property to accommodate the students during their placement.

I have made bookings through Nola for the shire's ECO house for the upcoming student placement periods in June and September/October.

We are working within a budget of \$800 per week for student accommodation, and Nola mentioned you will need to discuss the possibility of a discount at the next council meeting.

I'm just following up to see if there has been any progress or discussion on this. Please do let me know if you require further information.

Your support in helping us provide a comfortable and practical living arrangement for the students is greatly appreciated, as this initiative plays a key role in supporting rural healthcare exposure and development.

Kind regards,

Ayo Bovell

Practice Manager

Morawa Medical Centre

Perenjori Medical Centre

0481739600



Statutory Environment

Local Government Act 1995

Section 6.19 – Local Government to give notice of fees and charges

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer

Ayo Bovell - Practice Manager, Perenjori Medical Centre

Financial Implications

Current and anticipated weekly rental charges as per Council Fees & Charges are:

29 Timmings St (Eco 1) – minimum 3-night stay

2024/25 Budget - \$1,109 per week

Draft 2025/26 Budget - \$1,136 per week

Park Home – minimum 2-night stay

2024/25 Budget - \$855 per week

Draft 2025/26 Budget - \$876 per week

Cost of a weekly cleaning service is estimated at \$586 including wages and overheads.

Total discount over the four weeks accommodation for 29 Timmings St and the Park Home would be \$1,236 and \$304, respectively.

Strategic Community Plan

Goal 2: Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed.

2.3. The Shire's buildings and leases are administered to an appropriate standard for the benefit of the community according to their need and use.

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Officer Comment

Council provides financial support for the delivery of a medical service through the provision and maintenance of clinic premises in Perenjori, together with a proportional payment towards the residence and vehicle supplied by the Shire of Morawa.

Council's 2024/25 Annual Budget includes health expenditure as follows:

| | |
|------------------------------------|----------|
| Medical Practitioner support | \$25,000 |
| House and vehicle | \$6,000 |
| Building maintenance and utilities | \$32,253 |
| Software and computer | \$3,788 |
| Cleaning | \$13,029 |

Accommodation is required for two x 4-week periods for two student doctors who will be assisting Dr Chris Bovell at the Morawa Hospital, Morawa Medical Centre, and Perenjori Medical Centre.

The Morawa Perenjori Medical Practice has previously utilised private accommodation in Morawa for the student doctors. Going forward, the students will be alternated between Morawa and Perenjori and the Shire of Morawa is renovating a house in Morawa for this purpose.

Availability of Perenjori Caravan Park accommodation is as follows:

Sunday 1 June – Sunday 29 June in Eco 1

Saturday 6 September – Sunday 5 October in the Park Home

Comparatively, the same period from the previous two years has seen sporadic occupation of the two accommodation options, with stays being generally two or three-nights. The Park Home has a minimum stay of 2 nights, whilst Eco 1 has a minimum stay of 3 nights. Financially, long term guests such as this proposal are preferred over short-term stays to minimise cleaning costs.

COUNCIL DECISION

Council Resolution Number: 230525.9

Moved: Cr Sparkman

Seconded: Cr Fraser

That Council:

- 1. Endorse a discount of \$309 (three hundred and nine dollars) per week, totalling \$1,236 (one thousand, two hundred and thirty six dollars), for 29 Timmings St, Perenjori (Eco 1) for the purposes of Morawa/Perenjori Medical Practice student doctor accommodation during the period 1 June – 29 June 2025.**
- 2. Endorse a discount of \$76 (seventy six dollars) per week, totalling \$304 (three hundred and four dollars), for the Park Home situated at the Caravan Park for the purposes of Morawa/Perenjori Medical Practice student doctor accommodation during the period 6 September – 5 October 2025.**

Motion put and carried 7/0 by Absolute Majority

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

[Next Item](#)

13. Community Development and Services:

13.1 DISPOSAL OF COUNCIL RESIDENTIAL PROPERTIES

| | |
|-------------------------|--|
| Applicant: | Shire of Perenjori |
| File: | ADM 0119, ADM 0120, ADM 0104 |
| Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Absolute Majority |
| Author: | Adim Hajat – Community Development Officer |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | Nil |

Summary

The purpose of the report is for Council to consider the sale of three Shire houses as listed:

- 50 Russell Street - Lot 73 Certificate of Title 1160/334 Deposited plan 148047, Perenjori
- 59 Russell Street - Lot 48 Certificate of Title 976/150 Deposited plan 142140, Perenjori
- 19 Hesford Street - Lot 60 Certificate of Title 1648/98 Diagram 57548, Perenjori

Background

The proposal for the sale of three Shire's residential housing properties will generate the necessary funds to invest in building future new Shire staff housing and potentially increase the higher standard of Shire's housing stock. Investing in new staff housing can be a key attraction for new employees and provide quality housing for the Shire's current staff.

In 2022, valuations were undertaken on the listed properties being proposed for resale:

- 50 Russell St - \$156,943
- 59 Russell St - \$204,500
- 19 Hesford St - \$191,000



Above: 50 Russell Street



Above: 59 Russell Street



Above: 19 Hesford Street

Recent house sales indicate the market value for properties in Perenjori:

- 43 Russell Street – \$143,000 (31 Jan 2025)
- 1 Livingstone St - \$215,000 (17 October 2024)
- 6 Carnamah-Perenjori Rd - \$220,000 (8 Nov 2024)
- 58 Fowler Street - \$235,000

Below is a list of privately owned properties on the market in Perenjori:

- 28 Farrell Street - \$170,000
- 140 North Road - \$179,000
- 19 Livingstone Street - \$139,000

It is considered that the provision of housing remains a significant factor in the recruitment of staff without which it would be more difficult to recruit some positions.

It is proposed that the Council move forward by adopting an approach that will:

- a) Ensure that staff housing at an appropriate standard is available for the purposes of assisting the recruitment and retention of staff into key roles;
- b) Commence a process of renewal and upgrading of the Council housing stock;
- c) Enable the Council to determine the appropriate number of housing units, and their configurations, that should be held in the housing portfolio; and
- d) Ensure the Council obtains the optimum value in any property transactions that it undertakes.

Statutory Environment

Local Government Act 1995 Section 3.58

3.58. Disposing of property

(1) In this section —

dispose includes to sell, lease, or otherwise dispose of, whether absolutely or not. Property includes the whole or any part of the interest of a local government in property but does not include money.

(2) Except as stated in this section, a local government can only dispose of property to —

(a) the highest bidder at public auction; or (b) the person who at public tender called by the local government makes what is, in the opinion of the local government, the most acceptable tender, whether or not it is the highest tender.

(3) A local government can dispose of property other than under Subsection (2) if, before agreeing to dispose of the property — (a) it gives local public notice of the proposed disposition —

(i) describing the property concerned; and

(ii) giving details of the proposed disposition; and

(iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given. And

(b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision, and the reasons for it are recorded in the minutes of the meeting at which the decision was made.

(4) The details of a proposed disposition that are required by subsection (3)(a)(ii) include —

(a) the names of all other parties concerned; and

(b) the consideration to be received by the local government for the disposition; and

(c) the market value of the disposition —

(i) as ascertained by a valuation carried out not more than 6 months before the proposed disposition; or

(ii) as declared by a resolution of the local government on the basis of a valuation carried out more than 6 months before the proposed disposition that the local government believes to be a true indication of the value at the time of the proposed disposition.

(5) This section does not apply to — (a) a disposition of an interest in land under the Land Administration Act 1997 section 189 or 190; or (b) a disposition of property in the course of carrying on a trading undertaking as defined in section 3.59; or (c) anything that the local government provides to a particular person, for a fee or otherwise, in the performance of a function that it has under any written law; or (d) any other disposition that is excluded by regulations from the application of this section.

Policy Implications

Policy No. 5005 – Staff Housing

Consultation

Paul Anderson – Chief Executive Officer

Nola Comerford – Manager Corporate & Community Services

Financial Implications

The expected budget revenue for the sale of these properties is dependent on the market value.

Accumulative maintenance expenditure on the properties during the 2024/25 financial year is as follows:

50 Russell Street - \$6,703

59 Russell Street - \$12,967

19 Hesford Street - \$33,264

Strategic Community Plan

Goal 2: Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed.

2.2. Land use and building regulations are designed and administered to meet the current and future needs of the community.

2.3. The Shire's buildings and leases are administered to an appropriate standard for the benefit of the community according to their need and use.

Officer Comment

The three Shire properties to be listed for sale are occupied by members of the public, all who are operators of local businesses in town.

The current median sales price in Perenjori is \$203,250 as indicated by REIWA (Real Estate Institute Western Australia).

Options to assist potential buyers in the purchase of the listed properties if financial institutions are unable to assist are shown below.

Option 1: Lending Scheme in the Sale of the Property

The Shire of Perenjori may choose to facilitate a lending agreement and provide loans for the purpose of assisting the purchaser in buying the Shire premises they currently occupy.

Under such funding arrangements the Shire is exposed to a risk that the borrower could default upon their repayment obligations. This option sets out the general requirements that will guide Council when considering and assessing such requests to ensure consistent, transparent, equitable and accountable decision-making and to ensure that the Shire's financial resources are appropriately managed.

The Financial Assistance Options can be categorised into two types of financial assistance that may be offered by the Shire to an eligible purchaser up to the house price amount or a specified maximum such as 75% of the total house cost.

Self-supporting Loans managed by the Shire of Perenjori on behalf of an eligible individual compliant to a lending institution. The buyer meets all loan principal, interest, loan guarantee payments and associated loan costs. The maximum value of the loaned principal is determined by the Shire of Perenjori. The term of the loan shall be consistent to any loan agreement.

For assessment of all Self-supporting Loan applications, the applicant shall provide the Shire with the following but not limited to the following criteria:

- Detailed cash flow projection for the term of the loan, which demonstrates the Individual's capacity to repay the loan.
- Current bank account statements for the 12-month period immediately prior the application date.
- Any other documentation that the Shire may consider is relevant for assessing the application.

Additional items in the Loan Agreement may include Cash Advances to the owner/buyer. Eligibility that undertakes repayments to meet the loan principal, interest and associated loan costs are consistent. The interest applicable to a cash advance would be the current investment rates being received by the Shire for these funds to reflect the loss of interest earnings foregone by the Shire in providing the cash advance.

For assessment of all Cash Advance applications are tabled below as an example, the applicant shall provide the Shire with the following but not limited to:

- Detailed cash flow projection for the duration and finalisation of the project,
- Demonstration of the individual's capacity to repay the cash advance.
- Current account bank statements for the 12-month period immediately prior the application date.
- Any other documentation that the Shire may consider is relevant for assessing the application.

If the Council approves the sale of the properties a current market appraisal will need to be sourced.

Option 2: Conditions for the Sale of the Property

The option of a Restrictive Covenant is an agreement between two parties that restricts the use or enjoyment of land (often referred to as the 'burdened land') owned by one of those parties, for the benefit of another party. A Restrictive Covenant is noted on a Certificate of Title for the land.

Restrictive Covenants provide a private means of controlling the use of the property, in circumstances. For example, a Restrictive Covenant may include purchasing of the property requires the owner/buyer to reside in Perenjori to support the local economy.

PROCEDURAL MOTION

Council Resolution Number: 230525.10

Moved: Cr Bradford

Seconded: Cr Sparkman

That Council suspend Standing Orders, *Clause 9.5 Limitation on number of speeches*, at 3.09 to allow for open discussion of Item 13.1.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

PROCEDURAL MOTION

Council Resolution Number: 230525.11

Moved: Cr Fraser

Seconded: Cr Bryant

That Council reinstate Standing Orders at 3.11 pm.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

OFFICER RECOMMENDATION

That Council:

- 1. As per *Section 3.58(3) of the Local Government Act 1995*, authorise the Chief Executive Officer to explore options in regard to the sale of the following Shire properties, with the intent to ensure continued owner/occupancy status:**

50 Russell Street Lot 73 Certificate of Title 1160/334 Deposited plan 148047 Perenjori WA

59 Russell Street Lot 48 Certificate of Title 976/150 Deposited plan 142140 Perenjori WA

19 Hesford Street Lot 60 Certificate of Title 1648/98 Diagram 57548 Perenjori WA

- 2. Report to Council on recommended action for disposal of the above properties.**

COUNCIL DECISION

Council Resolution Number: 230525.12

Moved: Cr Bradford

Seconded: Cr Fraser

That item 13.1 Disposal of Council Residential Properties be laid on the table to provide ample time to advise tenants of potential residential property sales, prior to the report being presented to Council at the June 2025 Ordinary Council Meeting.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

[Next Item](#)

13.2 FINANCIAL CONTRIBUTION TOWARDS IT HARDWARE FOR JUSTICE GOLBY-BRITTAIN

| | |
|--------------------------------|---|
| Applicant: | Justice Golby-Brittain |
| File: | ADM 0051 |
| Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Absolute Majority |
| Author: | Adim Hajat – Manager Corporate and Community Services |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 13.2.1 – YMCA Youth Parliament Program Application 13.2.2 – Letter to Shire President 13.2.3 – Letter to Shane Love MLA |

Summary

For Council to consider the financial support towards local youth, Justice Golby-Brittain's, technology equipment to assist her progress in attending the Y WA Youth Parliament Program.

Background

Ms Golby-Brittain's application to become a Y WA Youth Parliament member statement goal was to create change. To be a part of the Y WA Youth Parliament is a youth voice to be heard. To make impactful change and implementation the same importance as adults.

She states that young people have the right to voice their opinions. They want to change how they live; their towns/cities might not offer activities that they would like to be a part of, and they want to change that.

Celebrating its 30th anniversary this year, The Y WA Youth Parliament program is a unique opportunity for young people to have their voice heard by policy makers and create the change they want to see.

The program has been running yearly since 1995, with involvement from a broad range of young people from all backgrounds. It is an apolitical program and encourages all young people from across the state to apply – regardless of political beliefs.

Participants act as “youth members”, representing a state electorate in parliament. The bills debated in the program are based on the interests and concerns of the state's youth. They are then presented to the Governor, Premier, and Leader of the Opposition in WA for reflection and consideration. The Y WA Youth Parliament Program also provides an outstanding opportunity for personal development, be that in leadership skills, public speaking ability, or lifelong friendships.

The Y WA Youth Parliament Program is organised by a dedicated team of young people, including volunteers and many former participants. Where possible, participants are supported so they can attend, including assistance with travel funds and gaining subsidies or sponsored program fees.

The Y WA Youth Parliament Program is open to young people aged 15 to 25 living in Western Australia and passionate about issues and representing their community. It is not a reflection of current parliament and is a non-partisan program. The program is a preview of parliamentary mechanisms. The time commitment to the program includes:

- Three training days
- Weekly online meetings
- A residential camp from the 6th to the 11th of July

The 2025 Program Dates include the following events for the participants.

- Training Day 1 – 26th of April
- Training Day 2 – 24th of May
- Training Day 3 – 21st of June
- Residential Camp – 6th to 11th of July

The applicant was unable to attend the first two training sessions but has committed to being involved in the remaining training day and residential camp.

The participants will be learning to work with a diverse range of people, with respect and consideration. They will attend Parliament House and debate in the chamber and learning how to create a piece of legislation and write speeches. The participants also gain credit toward a WACE Certificate and graduation through the Endorsed SCSA Program and there is the opportunity to join the Youth Parliament Alumni community.

Justice Golby-Brittain is seeking a financial contribution from Council, amount not specified but will contribute towards the purchase of a HP Laptop which is in the price range of \$1,200 and \$2,000. The hardware will assist her with actively engaging with the program such as attending Team meetings, research and bill preparations. The IT hardware had been recommended by members of the youth parliament.

Justice Golby-Brittain has been actively seeking sponsorships through the Local Member of Parliament, local businesses, local mining companies as well as the Shire. Her applications for other sponsorships are still pending.

Statutory Environment

Nil

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer

Nola Comerford – Manager Corporate & Community Services

Justice Golby-Brittain – Recipient of Y WA Parliament Program

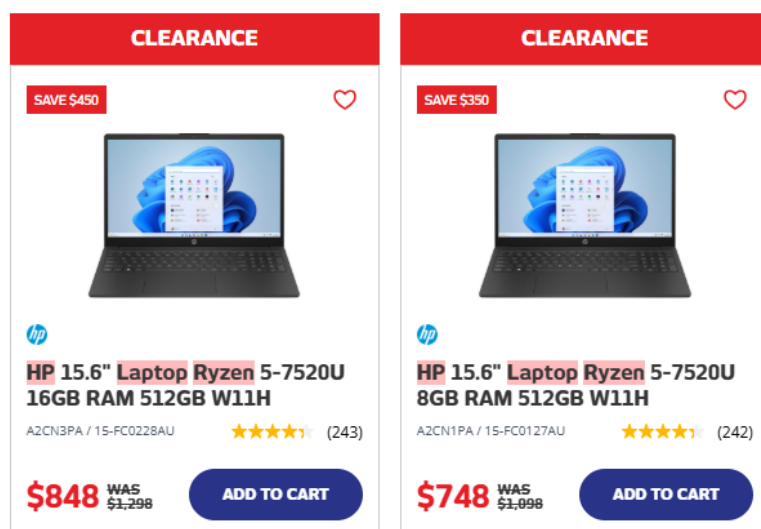
Emer Obrien – Y WA Youth Parliament Youth Sponsorship Officer

Financial Implications

The Shire does not have designated financial support for Youth Scholarships and this application is a first-time request from a local Perenjori youth. The request is required to be assessed objectively against the criteria. The applicant is seeking other co-contributions and support from local businesses and currently has not yet been notified of their commitment.

Equitable distribution of funds across the geographic communities of the Shire of Perenjori and the priority of the needs of young people being addressed in the application will be taken into account when financial contributions are made. Council will need to have a process which is transparent and accountable.

The financial support is minimal and can be easily absorbed by Council's Youth Programs budget which currently stands at \$9,000.



Above: Suggested options for laptop request

Strategic Community Plan

Goal 1: An Inclusive community and a great place to live for all ages and stages of life

1.6 Young people are engaged in pro-social activity and civic life.

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.2 The Shire listens to and works closely with the community and its decision making is transparent and accountable.

4.5 People receive a high standard of customer service in their dealings with the Shire.

4.6 The organisation, assets and finances of the Shire are managed responsibly.

Officer Comment

The Shire has a budget of \$9,000 towards Youth Programs, but not specifically pertaining to individual scholarship support or extracurricular activities.

Attached is Justice Goldby-Brittian's application to the Y WA Youth Parliament Program which shows dedication of her commitment to pursue a leadership role in the Perenjori community. The financial request as stated in her letter to the Shire President is up to the discretion of Council.

The Y WA Youth Parliament Program promotes active participation of local young people to build community strength and capacity. Young people, community groups and the Shire need to work in partnership to support participation of young people in decision making and in the design of services to meet diverse needs.

Justice Golby-Brittian is a 15-year-old Perenjori youth who attends Morawa District High School and participates in community activities and shows initiative in the Perenjori community. She is an active member of the Carnamah Perenjori Hockey Club, member of the Morawa Brass Band and volunteers in the community. It is an initiative that has been personally driven, and she is developing her personal and life skills and increasing her opportunities by participating in the YMCA's Y WA Youth Parliament Program.

PROCEDURAL MOTION

Council Resolution Number: 230525.13

Moved: Cr Campbell

Seconded: Cr Sparkman

That Council suspend Standing Orders, *Clause 9.5 Limitation on number of speeches*, at 3.12 pm to allow for open discussion of Item 13.2.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

PROCEDURAL MOTION

Council Resolution Number: 230525.14

Moved: Cr Hepworth

Seconded: Cr Bryant

That Council resume Standing Orders at 3.20 pm.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

COUNCIL DECISION

Council Resolution Number: 230525.15

Moved: Cr Cambell

Seconded: Cr Bryant

That Council:

- 1. Endorse financial support of local youth, Justice Golby-Brittian, of 28 Livingstone St, Perenjori to the amount of \$1,200 towards the cost of a laptop to assist in participation in the Y WA Youth Parliament Program.**
- 2. Request a Y WA Parliament Program report be provided to Council by Justice Golby-Brittian at the August 2025 Ordinary Meeting of Council.**

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Fraser, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

[Next Item](#)

14. Governance:

14.1 OUTBUILDINGS LOCAL PLANNING POLICY

| | |
|-------------------------|--|
| Applicant: | Shire of Perenjori |
| File: | ADM 0311 |
| Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Simple Majority |
| Author: | Simon Lancaster - Planning Advisor |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 14.1.1 - Draft Shire of Perenjori Outbuildings Local Planning Policy |

Summary

The Shire of Perenjori Outbuildings Local Planning Policy requires updating to have regard for recent planning legislation changes. A copy of the policy, with the modifications considered necessary to give regard for the updated Regulations, is provided as [Attachment 14.1.1](#).

Background

As part of its ongoing planning reforms the State Government has implemented changes to local government decision making roles relating to development applications for single houses and associated development.

This reform has introduced Part 4 of the *Planning and Development Amendment Act 2023* supported by amendments to *Schedule 2 of the Planning and Development (Local Planning Schemes) Regulations* that:

- introduce a new section 257C into the Act which provides the Regulations ability to specify that certain types of development applications must be determined by the officers of the local government; &
- amend Schedule 2 of the Regulations to specify that a single house development or any development associated with a single house, where not otherwise exempt, are to be determined by the local government CEO (or other local government officers authorised by the CEO).

In summary this means that the *Planning and Development (Local Planning Schemes) Regulations 2015* have been amended so that development applications for single houses or any development associated with a single house, and this includes outbuildings/sheds and ancillary dwellings/granny flats (excluding development associated with a heritage place), can now only be determined by the local government CEO or authorised employees of the local government i.e. they explicitly cannot be determined by Council.

The new Clause 84 of the Regulations is provided below:

“Division 2A — Performance of development approval functions in relation to single houses

84A Terms used

In this Division –

authorised employee means an employee of the local government authorised by the local government CEO under clause 84D;

prescribed development approval function means any of the following -

- a function of the local government under clause 61A(2) or (4) or Part 8 or 9;*
- a function of approving further details of any works or use under a condition of a kind referred to in clause 74(1) imposed on a development approval;*
- a function of the local government under this Scheme that is ancillary or incidental to a function referred to in paragraph (a) or (b);*

prescribed single house development has the meaning given in clause 84B.

84B. Prescribed single house development

(1) *In this Division, **prescribed single house development** means development that consists of -*

- the erection of, or alterations or additions to, a single house; or*
- the erection or installation of, or alterations or additions to, any of the following that is ancillary or incidental to a single house*
 - an ancillary dwelling;*

- (ii) *an outbuilding;*
 - (iii) *an external fixture;*
 - (iv) *a boundary wall or fence;*
 - (v) *a patio;*
 - (vi) *a pergola;*
 - (vii) *a verandah;*
 - (viii) *a deck;*
 - (ix) *a garage;*
 - (x) *a carport.*
- (2) *Despite subclause (1), development in a heritage-protected place is not **prescribed single house development**.*
- 84C. *Performance of prescribed development approval functions in relation to prescribed single house development*
- (1) *When a prescribed development approval function is performed in relation to prescribed single house development, the function must be performed for and on behalf of the local government by –*
 - (a) *the local government CEO; or*
 - (b) *an authorised employee.*
 - (2) *A prescribed development approval function cannot be performed by the local government in relation to prescribed single house development otherwise than in accordance with subclause (1) (for example, the function cannot be performed by the council of the local government or a committee of that council).*
 - (3) *In performing a prescribed development approval function for and on behalf of the local government in relation to prescribed single house development, the local government CEO or an authorised employee –*
 - (a) *is not subject to the direction of the council of the local government or a committee of that council; and*
 - (b) *may, if the performance of the function is dependent on the opinion, belief or state of mind of the local government, perform the function on the opinion, belief or state of mind of the CEO or authorised employee (as the case requires).*
- 84D. *Authorisation of employees*
- (1) *The local government CEO may authorise any employee of the local government to perform prescribed development approval functions for and on behalf of the local government in relation to prescribed single house development.*
 - (2) *An authorisation under this clause must be in writing and may be general or limited to prescribed development approval functions of a specified class."*

Further information on this (and other previous) planning reforms can be viewed at the following link: [Planning and Development Amendment Act 2023 and Associated Regulations](#).

Local governments utilise levels of delegated authority to undertake day-to-day statutory functions, thereby allowing Council to focus on policy development, representation, projects, budgeting, strategic planning and community leadership, with the organisation focusing on the day-to-day operations of the Shire. The use of delegated authority means the large volume of routine work can be effectively managed and acted on promptly, to provide efficient service delivery to the community.

However, in the past Shire staff have referred shed applications that were considered to have potential for impact on the amenity of an area to Council for determination and the Shire's Outbuildings Local Planning Policy provide guidance on what type of developments should be referred to Council. Shire staff have also not refused shed applications in the past considering instead that is reasonable for applicants to be given the opportunity to make a presentation to Council on the merits of their application in the interest of fairness. Also this practice has ensured Councillors are aware of applications that may have a higher level of interest and are fully aware of them and involved in their determination and not 'blindsided' by a community member who wishes to discuss such an application.

With the recent Regulations amendments, however, Shire staff are now unable to present applications involving single houses and associated development, such as sheds and granny flats, to Council and must determine them at a staff level.

This might be viewed as an improvement in efficiency particularly with larger metropolitan Councils but also could be viewed as removing a democratic process whereby elected parties with a public mandate are making decisions, and less appropriate in a rural and regional context.

Shire staff intend to take the view that as 'Repurposed Dwelling' and 'Second Hand Dwelling' are listed as specific land use definitions in the Shire of Perenjori Local Planning Scheme No.3 that they are separate to 'Single House' and these types of applications will continue to be presented to Council for determination as necessary.

Statutory Environment

Schedule 2 Part 2 Division 2 Clauses 4 & 5 of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* establishes the procedure for amending Local Planning Policies.

- "3 *Local planning policies*
- (1) *The local government may prepare a local planning policy in respect of any matter related to the planning and development of the Scheme area.*
 - (2) *A local planning policy —*
 - (a) *may apply generally or in respect of a particular class or classes of matters specified in the policy; and*
 - (b) *may apply to the whole of the Scheme area or to part or parts of the Scheme area specified in the policy.*
 - (3) *A local planning policy must be based on sound town planning principles and may address either strategic or operational considerations in relation to the matters to which the policy applies.*
 - (4) *The local government may amend or repeal a local planning policy.*
 - (5) *In making a determination under this Scheme the local government must have regard to each relevant local planning policy to the extent that the policy is consistent with this Scheme.*
- 4 *Procedure for making local planning policy*
- (1) *If the local government resolves to prepare a local planning policy the local government must, unless the Commission otherwise agrees, advertise the proposed policy as follows —*
 - (a) *publish in accordance with clause 87 the proposed policy and a notice giving details of —*
 - (i) *the subject and nature of the proposed policy; and*
 - (ii) *the objectives of the proposed policy; and*
 - (iii) *how the proposed policy is made available to the public in accordance with clause 87; and*
 - (iv) *the manner and form in which submissions may be made;*
 - (v) *the period for making submissions and the last day of that period.*
 - (b) *if, in the opinion of the local government, the policy is inconsistent with any State planning policy, give notice of the proposed policy to the Commission;*
 - (c) *give notice of the proposed policy in any other way and carry out any other consultation the local government considers appropriate.*
 - (2) *The period for making submissions specified in a notice under subclause (1)(a)(v) must not be less than a period of 21 days after the day on which the notice is first published under subclause (1)(a).*
 - (3) *After the expiry of the period within which submissions may be made, the local government must —*
 - (a) *review the proposed policy in the light of any submissions made; and*
 - (b) *resolve to —*
 - (i) *proceed with the policy without modification; or*
 - (ii) *proceed with the policy with modification; or*
 - (iii) *not to proceed with the policy.*
 - (3A) *The local government must not resolve under subclause (3) to proceed with the policy if —*
 - (a) *the proposed policy amends or replaces a deemed-to-comply provision of the R-Codes; and*
 - (b) *under the R-Codes, the Commission's approval is required for the policy; and*
 - (c) *the Commission has not approved the policy.*
 - (4) *If the local government resolves to proceed with the policy, the local government must publish notice of the policy in accordance with clause 87.*

- (5) *A policy has effect on publication of a notice under subclause (4).*
 - (6) *The local government must ensure that an up-to-date copy of each local planning policy made under this Scheme that is in effect is published in accordance with clause 87.*
 - (7) *Subclause (6) is an ongoing publication requirement for the purposes of clause 87(5)(a).*
- 5 *Procedure for amending local planning policy*
 - (1) *Clause 4, with any necessary changes, applies to the amendment to a local planning policy.*
 - (2) *Despite subclause (1), the local government may make an amendment to a local planning policy without advertising the amendment if, in the opinion of the local government, the amendment is a minor amendment.*
- 6 *Revocation of local planning policy*
 - A local planning policy may be revoked —*
 - (a) *by a subsequent local planning policy that —*
 - (i) *is prepared in accordance with this Part; and*
 - (ii) *expressly revokes the local planning policy;*
 - or*
 - (b) *by a notice of revocation —*
 - (i) *prepared by the local government; and*
 - (ii) *published by the local government in accordance with clause 87.”*

Given that the determination aspects of the policy amendments are required by overriding legislative changes it is considered they should be made under Schedule 2 Part 2 Clause 5(2) (i.e. without further advertising). Similarly it is suggested that the proposed adjustments in policy delegation relevant to maximum shed floor area are minor in nature. However, Council can advertise the draft amended Outbuildings Policy for comment if it wishes to do so.

Policy Implications

The Shire of Perenjori 'Outbuildings' Local Planning Policy was adopted by Council at its 20 October 2022 meeting.

Where Council wishes to establish its own development guidelines and assessment criteria a Local Planning Policy can be more suited than Local Planning Scheme provisions and allow for more local planning considerations than the state-wide Residential Design Codes. A Policy is still considered as reasonable basis for a local government to make determinations, and is an instrument that must be given due regard in instances where a development decision is appealed to the State Administrative Tribunal. Policies also have an improved, more responsive ability to be modified by Council where it considers that a Policy is no longer in-line with its planning.

For the most part Local Planning Policies are formulated and aligned with a strategic planning direction as set by Council. The establishment of Local Planning Policies aid in guiding the type and standard of development the Council views as appropriate within particular areas of the Shire and provide a consistent approach to approving land use and development.

In most circumstances the local government will adhere to the standards prescribed in a Local Planning Policy, however, the local government is not bound by the policy provisions and has the right to vary the standards and approve development where it is satisfied that sufficient justification warrants a concession and the variation granted will not set an undesirable precedent for future development.

A Local Planning Policy is not part of the Scheme and does not bind the local government in respect of any application for planning approval but the local government is to have due regard to the provisions of the Policy and the objectives which the Policy is designed to achieve before making its determination.

Consultation

Schedule 2 Part 2 Division 2 Clauses 4 & 5 of the *Planning and Development (Local Planning Schemes) Regulations 2015* requires that Council generally advertise the amendment of a Local Planning Policy for a minimum period of 21 days with a notice being placed on the Shire website. At the conclusion of the advertising period Council can review any submission received and proceed with the policy with/without modification, or not proceed with the policy.

Council may therefore wish to advertise the proposed modification to its Outbuildings Policy and consider this matter again at a future meeting.

However, the Officer Recommendation does not suggest that consultation be undertaken in this instance, as the proposed modifications are considered minor. This is because they reference the determination changes

already introduced by overriding legislation, and only propose to increase the maximum shed floor area on residential lots to match neighbouring Shires to achieve regional consistency.

Financial Implications

Nil

Strategic Community Plan

Goal 2: Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed

2.2. Land use and building regulations are designed and administered to meet the current and future needs of the community

Officer Comment

The updating of the Regulations requires the Shire to amend its Outbuildings Local Planning Policy to remove reference to applications being placed before Council.

It is also suggested that the Outbuilding Local Planning Policy be expanded to include further text outlining that applications seeking to vary requirements of the policy must be accompanied by supporting reasoning, and must be advertised for comment prior to determination, and that they are unlikely to be supported, and the basis for this approach. The insertion of this additional text may provide some further assistance to Shire staff in the event they are required to refuse an application and defend this at the State Administrative Tribunal.

A copy of the Shire of Perenjori Local Planning Policy, with the modifications considered necessary to give regard for the updated Regulations included as tracked changes, is provided as [Attachment 14.1.1](#).

It is always good practice for Council to review its policies be they procedural, financial or planning on a regular basis to ensure they are current, address changing circumstances and meet Council's expectations.

Council last gave specific consideration to its Outbuildings Local Planning Policy at its 20 October 2022 meeting with preceding discussion given to the size and area requirements of the policy and exempting rural sheds from any limitations.

The following maximum standards apply to outbuildings under the current policy:

Table 1 – Current Outbuilding Policy Requirements

| Zone | Maximum area | Maximum wall height* | Maximum roof height* |
|------------------------------|---|----------------------|----------------------|
| Rural | Exempt from the area and height requirements of this policy | | |
| Rural Residential | 240m ² | 4.5m | 5.5m |
| Residential & Rural Townsite | 80m ² | 4m | 5m |

**all height measurements taken from natural ground level*

As a basis for comparison the below **Table 2** provides the outbuilding sizes permitted in the neighbouring local governments. In previous discussions a conservative stance was adopted over concern that permitting larger outbuildings may encourage landowners to operate businesses or park large vehicles and haulage trailers that can give rise to complaint on residential zoned townsite lots.

Table 2 – Nearby Local Government Outbuilding Policy Requirements

| Maximum standards | Shire of Perenjori | Shire of Mingenew | Shire of Irwin | Shire of Carnamah | Shire of Coorow | Shire of Three Springs |
|---|--------------------|--|--|-------------------|-------------------|------------------------|
| Residential & Townsite (R10 and higher density) (i.e. lots generally under 1,500m²) | | | | | | |
| Area (total aggregate) | 80m ² | 120m ² (90m ² enclosed/ 30m ² open) | 120m ² (90m ² enclosed/ 30m ² open) | 60m ² | 150m ² | 80m ² |
| Wall Height | 4m | 4m | 3.6m | 2.4m | 4m | 4m |
| Overall Height | 5m | 5m | 4.5m | 4.2m | 4.5m | 5m |
| Residential (R5 and lower density) (i.e. lots generally over 1,500m²) | | | | | | |
| Area (total aggregate) | 80m ² | 240m ² | 240m ² (180m ² enclosed/ | 60 | 180m ² | 80m ² |

| | | | | | | |
|---|-------------------|--|---|------|-------------------|-------------------|
| | | (180m ² enclosed/ 60m ² open) | 60m ² open) | | | |
| Wall Height | 4m | 4m | 4.2m | 2.4m | 4.5m | 4m |
| Overall Height | 5m | 5m | 5m | 4.2m | 5m | 5m |
| Rural Residential (Lots over 4 ha) | | | | | | |
| Area (total aggregate) | 240m ² | - | 330m ² (240m ² enclosed/ 90m ² open) | - | 200m ² | 240m ² |
| Wall Height | 4.5m | - | 4.8m | - | 5m | 4.5m |
| Overall Height | 5.5m | - | 6.5 | - | 6.5m | 5.5m |

**all height measurements taken from natural ground level*

In recent years Council has approved the following applications in excess of the policy requirements.

- 84m² outbuilding upon 1,012m² property at 29 (Lot 25) Russell Street, Perenjori at 16/4/20 Council meeting.
- 180m² outbuilding upon 3,035m² property at 22 (Lot 182) Russell Street, Perenjori at 16/6/22 Council meeting.
- 109.67m² outbuilding upon 1.2ha property at 24 (Lot 71) Carnamah-Perenjori Road, Perenjori at 23/2/23 Council meeting.

It is suggested that Council may wish to consider increasing its shed policy floor area requirements to give regard for what it has found acceptable in the past few years and to match nearby local governments to provide cross-boundary consistency, with the suggested ceiling figures being those of the Shire of Irwin and Shire of Mingenew policy requirements i.e. increased from 80m² to 120m² (noting these are also the same sizes being considered by the Shire of Three Springs as part of their policy review).

These suggested changes as outlined in the below **Table 3** would mean that a 'line in the sand' is drawn more clearly, in that an application that complies with the policy requirements would be approved without advertising. It would also make clear that any application seeking to undertake development of greater, or higher, dimensions, or closer to neighbouring or street boundaries must be accompanied by supporting information outlining the reasons for seeking variation, and any application that proposes variation to the policy would be advertised for comment with a likelihood that it may be refused.

Table 3 – Proposed Outbuilding Policy Requirements

| Zone | Maximum area | Maximum wall height* | Maximum roof height* |
|------------------------------|---|----------------------|----------------------|
| Rural | Exempt from the area and height requirements of this policy | | |
| Rural Residential | 240m ² | 4.5m | 5.5m |
| Residential & Rural Townsite | 120m ² | 4m | 5m |

**all height measurements taken from natural ground level*

In practice, it is considered the policy could still provide some flexibility, where an application is considered to offer very minor variation, for example where a block may be sloping and the use of cut and fill earthworks may necessitate the outbuilding is slightly higher than the policy requirement, and when it is advertised for comment it is supported by neighbours. However, where applications propose more significant variation the updated policy makes clear that the requirements have been established through good planning practice and regard for amenity and provide a solid basis for refusing applications.

PROCEDURAL MOTION

Council Resolution Number: 230525.16

Moved: Cr Sparkman

Seconded: Cr Bradford

That Council suspend Standing Orders, *Clause 9.5 Limitation on number of speeches*, at 3.22 pm to allow for open discussion of Item 14.1.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

PROCEDURAL MOTION

Council Resolution Number: 230525.17

Moved: Cr Sparkman

Seconded: Cr Bryant

That Council resume Standing Orders at 3.25 pm.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

COUNCIL DECISION

Council Resolution Number: 230525.18

Moved: Cr Bradford

Seconded: Cr Fraser

That Council resolve, pursuant to Schedule 2 Part 2 Division 2 of the Deemed Provisions of the *Planning and Development (Local Planning Schemes) Regulations 2015* to amend its 'Outbuildings Local Planning Policy' subject to the modifications as contained in Attachment 14.1.1 and proceed to give notice to this effect.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

[Next Item](#)

14.2 ELECTED MEMBER FEES, ALLOWANCES AND EXPENSES 2025-26

| | |
|--------------------------------|---|
| Applicant: | Shire of Perenjori |
| File: | ADM 0744 |
| Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Absolute Majority |
| Author: | Paul Anderson – Chief Executive Officer |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | Nil |

Summary

This report seeks Council's consideration and approval for Elected Member fees, allowances and expenses for the upcoming 2025-26 financial year.

Background

At the Ordinary Council Meeting held on 16 April 2025 Council resolved that the item Elected Member Fees, Allowances and Expenses 2025-26 be laid on the table to allow time for clarification of provisions under the *Local Government Act 1995* in relation to Elected Member attendance fees and reimbursement of expenses.

This report provides the requested clarification and seeks a new resolution from Council on the proposed Elected Member Fees, Allowances and Expenses for the 2025-26 financial year.

Section 7B(2) of the *Salaries and Allowances Act 1975*, requires the Salaries and Allowances Tribunal to inquire into and determine, the amount of:

- fees, or the minimum and maximum amounts of fees, to be paid under the *Local Government Act 1995* ('the LG Act') to elected council members for attendance at meetings;
- expenses, or the minimum and maximum amounts of expenses, to be reimbursed under the LG Act to elected council members; and
- allowances, or the minimum and maximum amounts of allowances, to be paid under the LG Act to elected council members.

The SAT's current determination published on 4 April 2025, specifies the minimum and maximum payments and includes a 3.5% increase to Elected Member attendance fees and annual allowance ranges.

The Shire of Perenjori is deemed a Band 4 Council.

| COUNCIL MEETING ATTENDANCE FEES - PER MEETING | SAT Minimum | SAT Maximum | 2024-25 Payments |
|--|------------------------|------------------------|-----------------------------|
| Elected Council Member President (Council Meeting) | \$105 | \$550 | N/A |
| Elected Council Member (Council Meeting) | \$105 | \$270 | N/A |
| Elected Council Member Including President (Committee Meeting) | \$55 | \$135 | N/A |
| INDEPENDENT MEMBER ATTENDANCE FEES - PER MEETING | SAT Minimum | SAT Maximum | 2024-25 Payments |
| Independent Committee Member | \$0 | \$450 | N/A* |
| ANNUAL ATTENDANCE FEES - IN LIEU OF MONTHLY FEES | SAT Minimum | SAT Maximum | 2024-25 Payments |
| Elected Council Member President (Council Meeting) | \$4,020 | \$21,880 | \$5,284.50 |
| Elected Council Member (Council Meeting) | \$4,020 | \$10,650 | \$7,714.50 |
| ANNUAL ALLOWANCES - PRESIDENT & DEPUTY PRESIDENT | SAT Minimum | SAT Maximum | 2024-25 Payments |
| Elected Council Member President | \$575 | \$22,470 | \$21,710 |

| | | | |
|--|-------|------------|------------|
| Elected Council Member Deputy President (25% of the Presidents Annual Allowance) | \$115 | \$5,617.50 | \$5,427.50 |
|--|-------|------------|------------|

* The SAT introduced a new provision in its April 2025 determination (Section 6.4), allowing local governments to pay meeting attendance fees to independent committee members. This provision applies to any committee formally established by Council and provides flexibility to compensate individuals who are not Elected Members but contribute specialist knowledge or expertise.

Statutory Environment

Local Government Act 1995

Local Government (Administration) Regulations 1996

Salaries and Allowances Act 1975

5.98. Fees, reimbursements and allowances for council members

(1A) In this section —

determined means determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B.

(1) A council member who attends a council or committee meeting is entitled to be paid —

(a) the fee determined for attending a council or committee meeting; or

(b) where the local government has set a fee within the range determined for council or committee meeting attendance fees, that fee.

(2A) A council member who attends a meeting of a prescribed type at the request of the council is entitled to be paid

(a) the fee determined for attending a meeting of that type; or

(b) where the local government has set a fee within the range determined for meetings of that type, that fee.

(2) A council member who incurs an expense of a kind prescribed as being an expense —

(a) to be reimbursed by all local governments; or

(b) which may be approved by any local government for reimbursement by the local government and which has been approved by the local government for reimbursement,

is entitled to be reimbursed for the expense in accordance with subsection (3).

(3) A council member to whom subsection (2) applies is to be reimbursed for the expense —

(a) where the extent of reimbursement for the expense has been determined, to that extent; or

(b) where the local government has set the extent to which the expense can be reimbursed and that extent is within the range determined for reimbursement, to that extent.

(4) If an expense is of a kind that may be approved by a local government for reimbursement, then the local government may approve reimbursement of the expense either generally or in a particular case but nothing in this subsection limits the application of subsection (3) where the local government has approved reimbursement of the expense in a particular case.

(5) The mayor or president of a local government is entitled, in addition to any entitlement that the mayor or president has under subsection (1) or (2), to be paid —

(a) the annual local government allowance determined for mayors or presidents; or

(b) where the local government has set an annual local government allowance within the range determined for annual local government allowances for mayors or presidents, that allowance.

(6) A local government cannot make any payment to, or reimburse an expense of, a person who is a council member or a mayor or president in that person's capacity as council member, mayor or president unless the payment or reimbursement is in accordance with —

(a) this Division; or

(b) a policy adopted by the local government under section 5.129.

(6A) Neither subsection (6), nor any other provision of this Act, prevents a local government from doing the following —

(a) making a unanimous resolution as referred to in the Taxation Administration Act 1953 (Commonwealth) Schedule 1 section 12-45(1)(e);

(b) if the local government makes such a resolution — doing anything under the Taxation Administration Act 1953 (Commonwealth), the Superannuation Guarantee (Administration) Act 1992 (Commonwealth) or any other law of the Commonwealth as a result of the making of the resolution.

5.98A. Allowance for deputy mayor or deputy president

(1) A local government may decide to pay the deputy mayor or deputy president of the local government an allowance of up to the percentage that is determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B of the annual local government allowance to which the mayor or president is entitled under section 5.98(5).*

** Absolute majority required.*

(2) An allowance under subsection (1) is to be paid in addition to any amount to which the deputy mayor or deputy president is entitled under section 5.98.

5.99. Annual fee for council members in lieu of fees for attending meetings

A local government may decide that instead of paying council members a fee referred to in section 5.98(1), it will instead pay*

all council members who attend council or committee meetings —

(a) the annual fee determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B; or

(b) where the local government has set a fee within the range for annual fees determined by that Tribunal under that section, that fee.

5.99A. Allowances for council members in lieu of reimbursement of expenses

(1) A local government may decide that instead of reimbursing council members under section 5.98(2) for all of a particular type of expense it will instead pay all eligible council members —*

(a) the annual allowance determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B for that type of expense; or

(b) where the local government has set an allowance within the range determined by the Salaries and Allowances Tribunal under the Salaries and Allowances Act 1975 section 7B for annual allowances for that type of expense, an allowance of that amount,

and only reimburse the member for expenses of that type in excess of the amount of the allowance.

** Absolute majority required.*

(2) For the purposes of subsection (1), a council member is eligible to be paid an annual allowance under subsection (1) for a type of expense only in the following cases —

(a) in the case of an annual allowance that is paid in advance,

member will incur expenses of that type during the period to which the allowance relates;

(b) in the case of an annual allowance that is not paid in advance, if the council member has incurred expenses of that type during the period to which the allowance relates.

30. Meeting attendance fees (Act s. 5.98(1) and (2A))

[(1), (2) deleted]

(3A) Each of the following meetings is a meeting of a prescribed type for the purposes of section 5.98(2A) —

(a) meeting of a WALGA Zone, where the council member is representing a local government as a delegate elected or appointed by the local government;

(b) meeting of a Regional Road Group established by Main Roads Western Australia, where the council member is representing a local government as a delegate elected or appointed by the local government;

(c) council meeting of a regional local government where the council member is the deputy of a member of the regional local government and is attending in the place of the member of the regional local government;

(d) meeting other than a council or committee meeting where the council member is attending at the request of a Minister of the Crown who is attending the meeting;

(e) meeting other than a council meeting or committee meeting where the council member is representing a local government as a delegate elected or appointed by the local government.

[(3B) deleted]

(3C) A council member is not entitled to be paid a fee for attending a meeting of a type referred to in subregulation (3A) if —

- (a) the person who organises the meeting pays the council member a fee for attending the meeting; or*
- (b) the council member is paid an annual fee in accordance with section 5.99; or*
- (c) if the meeting is a meeting referred to in subregulation (3A)(c), the member of the regional local government is paid an annual fee in accordance with section 5.99.*

31. Expenses to be reimbursed (Act s. 5.98(2)(a))

(1) For the purposes of section 5.98(2)(a), the kinds of expenses that are to be reimbursed by all local governments are —

- (a) rental charges incurred by a council member in relation to one telephone and one facsimile machine; and*
- (b) child care and travel costs incurred by a council member because of the member's attendance at a council meeting or a meeting of a committee of which he or she is also a member; and*
- (c) child care and travel costs incurred by a council member in completing the training required by section 5.126(1).*

32. Expenses that may be approved for reimbursement (Act s. 5.98(2)(b))

(1) For the purposes of section 5.98(2)(b), the kinds of expenses that may be approved by any local government for reimbursement by the local government are —

- (a) an expense incurred by a council member in performing a function under the express authority of the local government; and*
- (b) an expense incurred by a council member to whom paragraph (a) applies by reason of the council member being accompanied by not more than one other person while performing the function if, having regard to the nature of the function, the local government considers that it is appropriate for the council member to be accompanied by that other person; and*
- (c) an expense incurred by a council member in performing a function in his or her capacity as a council member.*

Policy Implications

7009 – Elected Member Fees and Expenses

7003- Elected Members use of Shire Vehicles

Consultation

Paul Anderson – Chief Executive Officer

Ally Bryant - Finance Manager

Financial Implications

Council member fees, allowances and expenses will be included in the 2025-26 draft budget considerations.

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Officer Comment

In 2024-25, Elected Member attendance fees were paid quarterly, and the President and Deputy President allowances were paid in two instalments.

The council at the ordinary meeting held in April 2024 resolved to pay the President as follows

An annual attendance fee for the Shire President of 25% of the maximum fee set by the SAT in April 2024 and in accordance with section 5.99 of the Local Government Act 1995.

The Recommendation presented at the Ordinary meeting held in April 2025 at point 3 (a) replaced the reference to an annual attendance payment fee for the Shire President of 25% and with

An annual attendance fee for Elected Members set at 75% of the maximum fee as determined by the Salaries and Allowances Tribunal (SAT) on 4 April 2025.

The reference to elected members includes the Shire President and effectively increases the fee from 25% to 75% of the maximum set by SAT in April 2025.

The SAT also provides for payments on a per meeting basis. Regulation 19B(2)(f) of the Administration regulations requires the publishing of number of Ordinary, Special and Committee meetings that were held during the year.

In the 2024/25 year there were 15 Ordinary and Special council meeting held and two committee meetings held, this does not include other external meetings, such as WALGA and Regional Road group.

In accordance with SAT determination payment on a meeting basis would equate to an estimated maximum payment as follows

| Council Meeting Fees @ 15 Council Meetings | | | |
|---|---------|------------------------------------|--------------------|
| | SAT MAX | Est attending all Council meetings | Actual amount paid |
| Council President | \$550 | \$8,250 | \$5,284.50 |
| Council Member | \$270 | \$4,050 | \$7,714.50 |

The proposed annual fee structure, presented at the April 2025 council meeting with increases highlighted in yellow, was as follows:

| Council Meeting Fees – Annual Payment | | | | | | |
|---|------------|-------------|----------|--------------|------------|-------------|
| Council President | \$21,138 | \$5,284.50 | \$21,880 | 75% increase | \$16,410 | \$11,125.50 |
| | | | \$21,880 | 50% increase | \$10,940 | \$5,655.50 |
| | | | \$21,880 | 25% increase | \$5,470 | \$185.50 |
| | | | | | | |
| Council member | \$10,286 | \$7,714.50 | \$10,650 | 75% | \$7,987.50 | \$273.00 |
| Councillor Allowance calculated at 75% of SAT maximum | | | | | | |
| Annual Allowances based on 100% of SAT Maximum | | | | | | |
| Council President | \$21,710 | \$21,710.00 | | \$22,470 | \$22,470 | \$760.00 |
| Council Deputy president (25% of President) | \$5,427.50 | \$5,427.50 | | \$5,617.50 | \$5,617.50 | \$190.00 |

Council to nominate percentage for section 2a and 2b.

PROCEDURAL MOTION

Council Resolution Number: 220525.19

Moved: Cr Hepworth Seconded: Cr Bryant

That Council suspend Standing Orders, *Clause 9.5 Limitation on number of speeches*, at 3.27 pm to allow for open discussion of Item 14.2.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

PROCEDURAL MOTION

Council Resolution Number: 220525.20

Moved: Cr Fraser

Seconded: Cr Bryant

That Council resume Standing Orders at 3.32 pm.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

COUNCIL DECISION

Council Resolution Number: 220525.21

Moved: Cr Hepworth

Seconded: Cr Fraser

That Council:

1. **Adopts (in accordance with section 5.98, 5.99 and 5.99A of the Local Government Act 1995) annual attendance fees to be paid to all Councillors in lieu of individual meeting fees and annual allowances, in lieu of reimbursement of expenses.**
2. **Approve for inclusion in the 2025/26 budget, the following meeting attendances fees for the financial year payable quarterly in advance from 1 July 2025:**
 - a) **An annual meeting attendance fee for the Shire President of 75% of the maximum fee set by SAT in April 2025, and in accordance with section 5.99 of the Local Government Act 1995.**
 - b) **An annual attendance fee for council members of 75% of the maximum fee set by the SAT in April 2025, and in accordance with section 5.99 of the Local Government Act 1995**
3. **Approve for inclusion in the 2025/26 budget, the following Annual allowances for the Shire President and Deputy Shire President for the financial year 2025/26 payable in two payments in accordance with council policy no.9009:**
 - a) **An annual allowance for the Shire President the maximum allowance of \$22,470 set by SAT in April 2025, and in accordance with section 5.99 of the Local Government Act 1995.**
 - b) **An annual allowance fee for the Deputy President of 25% (\$5,617.50) of the maximum fee set by SAT in April 2025 and in accordance with section 5.99 of the Local Government act 1995.**
4. **Approve in accordance with section 6.4 of the SAT determination, Council remunerate independent committee members the maximum amount determined by SAT on 4 April 2025.98(2)(b) and (3) of the Act and regulation 31(1)(b), and 32(1) of the Local Government (Administration) Regulations 1996, and in accordance with the Salaries and Allowances Tribunal's current determination for 2025/26.**
5. **Approve the reimbursement of expenses incurred by a Council member in accordance with section 5.98(2)(b) and (3) of the Act and regulation 31(1)(b), and 32(1) of the Local Government (Administration) Regulations 1996, and in accordance with the Salaries and Allowances Tribunal's current determination for 2025/26.**

Motion put and carried 7/0 by Absolute Majority

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

The agreement was executed on the 23 December 2024 and is due to expire on 31 March 2025.

At a special meeting held 5 September 2024 the Shire considered a request for a trial period to allow Terra Mining to cart ore to the Karara Minesite to utilise their rail facilities.

Council Resolution Number: 050924.5

Moved: Cr Bryant

Seconded: Cr Campbell

That Council advise Terra Mining that the request for a trial period of 10-12 days to utilise Perenjori-Rothsay Road, Warriedar Copper Mine Road and Karara Road to supply 55,000 tonne of iron ore to the Karara Minesite utilised vehicles that meet the current RAV guidelines be approved on the following conditions:

1. That Karara Mining Limited and Terra Mining accept all responsibility to maintain and keep Karara Road in an acceptable condition to ensure road user safety during the trial.
2. That Karara Mining Limited and Terra Mining be advised that any further transportation of ore at the conclusion of the proposed 55,000 tonne trial will only be considered on the following conditions, the existing Road User Agreement and conditions contained within with Terra Mining being amended to include the following Shire roads: Perenjori-Rothsay Road, Warriedar Copper Mine Road and Karara Road, including but not limited to the proponents being fully responsible for commissioning of an updated engineering report(s) prior to further utilising the roads that details the roads suitability, upgrades required by the proponents, commitment to undertaking the upgrades and maintenance schedule by the proponents to the satisfaction of the Shire.
3. A requirement for Terra Mining to accept the baseline report from Greenfields Technical Services within 10 working days of receiving the report from the Shire of Perenjori.

Motion put and carried 5/0

For: Cr Sutherland, Cr Hepworth, Cr Bradford, Cr Bryant, Cr Campbell

Against: Nil

As Council are aware, the trial has not progressed as planned and is now scheduled to commence in May/June 2025.

At the Ordinary Council meeting held 20 February 2025 the Shire extended the agreement to 30 June 2025 as follows.

Council Resolution Number: 200225.30

Moved: Cr Fraser

Seconded: Cr Hepworth

That Council resolve option:

2. Approve the extension to the existing Road User, Contribution and Upgrade Agreement for a period of 3 months to 30 June 2025, aligning with the extension provided by Main Roads and allowing Terra Mining to secure an arrangement with a rail provider by 30 June 2025.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Bryant, Cr Sparkman, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

Clause 23 of the road user agreement requires the Shire and Terra Mining to agree to an extension prior to expiration of the term:

- a) *the Shire and Terra Mining shall negotiate in good further to renew this Agreement, noting that the entry of the Shire into any renewed agreement will be subject to the approval of the Council of the Shire;*
- b) *if the Agreement is renewed, it will be a term of any renewed agreement that the Road Use shall only be permitted outside of School Hours, the Community Infrastructure Fund Contribution will be renegotiated and speed limits through the Perenjori townsite will be imposed as part of the conditions on any Road Use.*

As Council are aware Terra Mining have experienced setbacks in undertaking the proposed trial to the Karara minesite and have now advised and requested the following

- *If the trial is successful, we can continue hauling into Karara along the Rothsay-Perenjori Rd/ Warriedar Copper Mine Rd and Karara Rd to Karara mine site under an agreed road agreement with the shire*

- *To be able to utilize quads on the Karara mine site operations after completion of the current road works being completed by KML. We have commenced getting a quote for the T Junction at Karara/Warriedar Copper Mine Rd*
- *Extension for the current road agreement from 30 June 2025 to 30 June 2026 in line with Main Roads should be approved. We have requested a meeting with the new DoT adviser who has taken over Tim Hoffman who has moved to ports.*

Statutory Environment

Main Roads Act 1930

Road Traffic (administration) Act 2008 - s132

Public Works Act 1902

Land Administration Act 1997- s55(2)

Local Government Act 1995 - s3.57

Policy Implications

Nil

Consultation

Elected Members

Barry Cook – Chief Operating Officer, Terra Mining

Damian Lesque – Project Compliance Manager, Terra Mining

Financial Implications

The current road agreement places the costs associated with maintaining the road to an acceptable standard with Terra Mining while they are operating and utilising the affected roads.

The current agreement also includes the provision for a community infrastructure fund contribution per tonne of product from the mining operations. As previously acknowledged by Terra mining, the community fund will not cease even if arrangement with a rail provider is met.

The Council in only authorising use for a 12-month period can include a provision in future agreements for a variation in the terms of the agreement.

Strategic Community Plan

Goal 2: Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed.

2.6. Roads, footpaths and drainage are appropriately managed according to their need and use.

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.3. The Shire advocates and partners effectively on behalf of the community.

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Officer Comment

The overall premise of the agreement is that Terra Mining are fully responsible for maintaining the road in an agreed acceptable condition and have a legal responsibility regarding road use whilst they are carting ore from Extension Hill Minesite, this would include any additional roads proposed to be utilised by Terra Mining to Transport ore along the route.

The inclusion of the additional route in the agreement is based on the expectation that the trial will be a success and this alternative route to utilise the Karara minesite rail will be a success.

The utilisation of the Karara rail siding to transport ore to the Geraldton ports should initially, depending on shipping movements, reduce the heavy haulage through the Perenjori townsite and along the route to Geraldton ports.

The request to utilise Quad configuration vehicles (Rav 10) on the route to the Karara minesite will need a separate assessment as the road is currently only rated for RAV 7 vehicles.

The road will need to be further assessed and where required upgraded to ensure the roads safety and suitability, any works required to raise the road to the RAV 10 standard will need to be undertaken prior to vehicles of this classification utilising the road.

The Council also needs to aware that by increasing the RAV rating on the road, this will allow other road users to utilise vehicles of the same classification.

PROCEDURAL MOTION

Council Resolution Number: 230525.22

Moved: Cr Bradford

Seconded: Cr Campbell

That Council accepts Late Agenda Item 20.1 - Terra Mining Road User Agreement for consideration.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

PROCEDURAL MOTION

Council Resolution Number: 230525.23

Moved: Cr Campbell

Seconded: Cr Bradford

That Council suspend Standing Orders, *Clause 9.5 Limitation on number of speeches*, at 3.34 pm to allow for open discussion of late item 20.1.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

PROCEDURAL MOTION

Council Resolution Number: 230525.24

Moved: Cr Bradford

Seconded: Cr Sparkman

That Council resume Standing Orders at 3.37 pm.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

OFFICER RECOMMENDATION

That Council resolve to:

- 1. Approve the amendment to the existing Road User, Contribution and Upgrade Agreement to include the route to the Karara minesite and approve the extension to the agreement for a period of 12 months to 30 June 2026, to allow time for Terra Mining additional time to secure an arrangement with a rail provider.**
- 2. Prior to authorising the use of RAV10 Quads on the proposed route to the Karara minesite, Terra Mining be required to commission an engineer's report to the Council's satisfaction on the roads suitability, capability and improvements to be undertaken, with any improvements and modifications being undertaken at Terra Mining's cost prior to the utilisation of RAV10 rated vehicles.**

AMENDMENT TO OFFICER RECOMMENDATION

The Council considered that an additional 6 month extension would enable Terra sufficient time to explore Rail Options and the incoming CEO time to report back to council prior to any further extension and amended the recommendation.

COUNCIL DECISION

Council Resolution Number: 230525.25

Moved: Bradford

Seconded: Campbell

That Council resolve to:

- 1. Approve the amendment to the existing Road User, Contribution and Upgrade Agreement to include the route to the Karara minesite and approve the extension to the agreement for a period of 6 months to 30 December 2025, to allow time for Terra Mining additional time to secure an arrangement with a rail provider.**
- 2. Prior to authorising the use of RAV10 Quads on the proposed route to the Karara minesite, Terra Mining be required to commission an engineer's report to the Council's satisfaction on the roads suitability, capability and improvements to be undertaken, with any improvements and modifications being undertaken at Terra Mining's cost prior to the utilisation of RAV10 rated vehicles.**

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

21. Closure of Meeting:

The Shire President declared the meeting closed at 3.38 pm.

22. Next Meeting:

The Shire President advised that the next Ordinary Meeting of Council will be held on Thursday, 19 June 2025 in the Shire of Perenjori Council Chambers, 56 Fowler St, Perenjori WA 6620, commencing at 3.00 pm.

I certify that this copy of the Minutes is a true and correct record of the meeting held on 22 May 2025.

Signed: _____

Shire President

Date: _____

7.2 SPECIAL MEETING OF COUNCIL HELD ON 22 MAY 2025

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That the Minutes of the Special Meeting of Council held on 22 May 2025, be confirmed as true and correct subject to no / the following corrections.

Motion put and carried / lost

For:

Against:

[Next Item](#)

8. Announcements by Presiding Member Without Discussion:

9. Petitions/Deputations/Presentations:

10. Announcements of Matters for Which Meeting May Be Closed:

11. Declaration of Interest:

“Members should fill in Disclosure of Interest forms for items in which they have a financial, proximity or impartiality interest and forward these to the Presiding Member before the meeting commences.”

11.1 FINANCIAL INTEREST – LIZ BUSHBY, TOWN PLANNING INNOVATIONS (ITEM 14.1)

Liz Bushby, Town Planning Innovations (TPI) declares a financial interest in item 14.1 – Proposed Amendment No 1 to the Shire of Perenjori Local Planning Scheme No 3 – due to receiving planning fees for advice to the Shire.



Shire of
Perenjori
Embrace Opportunity

Shire of Perenjori – Special Meeting of Council

MINUTES

Thursday 22 May 2025



NOTICE OF A SPECIAL MEETING OF COUNCIL

Dear Council Member

Pursuant to *Section 5.25(1)(g) of the Local Government Act 1995* and *Regulation 12(3) of the Local Government (Administration) Regulations 1996*, Public Notice is hereby given that:

A Special Meeting of Council will be held on Thursday 22 May 2025 at 4.30 pm in the Shire of Perenjori Council Chambers, 56 Fowler Street Perenjori.

The purpose of the meeting is to:

1. Differential Rates – Consideration of Submissions
2. Differential Rates – Ministerial Submission

A handwritten signature in black ink, appearing to read 'Paul Anderson', is positioned above the printed name.

Paul Anderson
CHIEF EXECUTIVE OFFICER

15 May 2025

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Council Roles

Advocacy:

When Council advocates on its own behalf or on behalf of its community to another level of government /body /agency.

Executive/Strategic:

The substantial direction setting and oversight role of the Council e.g. Adopting plans and reports, accepting tenders, directing operations, setting and amending budgets.

Legislative:

Includes adopting local laws, town planning schemes and policies.

Review:

When Council reviews decisions made by Officers.

Quasi-Judicial:

When Council determines an application/matter that directly affects a person's rights and interests. The Judicial character arises from the obligations to abide by the principles of natural justice.

Examples of Quasi-Judicial authority include town planning applications, building licences, applications for other permits/licences (e.g.: under Health Act, Dog Act or Local Laws) and other decisions that may be appealable to the State Administrative Tribunal.

Disclaimer

"Any statement, comment or decision made at a Council or Committee meeting regarding any application for an approval, consent or licence, including a resolution of approval, is not effective as an approval of any application and must not be relied upon as such.

Any person or entity that has an application before the Shire must obtain, and should only rely on, written notice of the Shire's decision and any conditions attaching to the decision and cannot treat as an approval anything said or done at a Council or Committee meeting.

Any advice provided by an employee of the Shire on the operation of a written law, or the performance of a function by the Shire, is provided in the capacity of an employee, and to the best of that person's knowledge and ability. It does not constitute, and should not be relied upon, as a legal advice or representation by the Shire. Any advice on a matter of law, or anything sought to be relied upon as a representation by the Shire should be sought in writing and should make clear the purpose of the request."

Shire of Perenjori

Minutes for the Shire of Perenjori Special Meeting of Council held on Thursday 22 May 2025, at the Shire of Perenjori Council Chambers, 56 Fowler Street, Perenjori WA 6620.

1. Declaration of Opening/Acknowledgement of Traditional Custodians

The Shire President declared the meeting open at 4.30 pm and welcomed those in attendance.

Acknowledgement of Traditional Custodians: -

As per the Shire of Perenjori Policy (Nº 1021) we wish to acknowledge the traditional owners of the land upon which the Shire of Perenjori is situated and to demonstrate respect for the original custodians.

The Shire of Perenjori would like to respectfully acknowledge the past and present custodians of the land on which we are meeting, the Badimia people. It is a privilege to be standing on Badimia country.

2. Opening Prayer/Acknowledgement of Pioneers:

The Shire President read the opening prayer.

Acknowledgement of Pioneers: -

The Shire of Perenjori acknowledges the pioneers who settled this country, developed the land and turned it into the productive country that we know today.

3. Disclaimer Reading:

As printed.

4. Record of Attendance/Apologies/Leave of Absence:

4.1 ATTENDANCE:

| | |
|-------------------------|---|
| Members: | Cr Jude Sutherland (President) Cr Les Hepworth (Deputy President) Cr Daniel Bradford Cr Colin Bryant Cr Andrew Fraser Cr Brian Campbell Cr Dael Sparkman |
| Staff: | Paul Anderson (Chief Executive Officer) Nola Comerford (Manager Corporate Community Services) Marty Noordhof (Manager of Infrastructure) Ally Bryant (Finance Manager) |
| Distinguished Visitors: | Nil |
| Members of The Public: | Nil |
| Leave of Absence: | Nil |
| Apologies: | Nil |

5. Public Question Time:

5.1 RESPONSE TO QUESTIONS TAKEN ON NOTICE:

Nil

5.2 QUESTIONS WITHOUT NOTICE:

Nil

6. Declaration of Interest:

Nil

7. Reports:

7.1 DIFFERENTIAL RATES – CONSIDERATION OF SUBMISSIONS

| | |
|-------------------------|---|
| Applicant: | Shire of Perenjori |
| File: | ADM 0793 |
| Report Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Simple Majority |
| Author: | Ally Bryant – Finance Manager |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 7.1.1 - Submission - Terrain Minerals 7.1.2 - Submission - Association of Mining and Exploration Companies |

Summary

The purpose of this report is to allow council to consider the submissions received in response to the public notice given on 1 May 2025 inviting comment on Council's intent to impose differential rates and minimum payments, as part of the annual budget process.

Background

At the Ordinary Council Meeting held in April 2025, council resolved to advertise an increase of 4% in the yield from rates while maintaining the strategy of differential rating as in past years. This approach has seen a 4% yield from all rates category's whilst taking into consideration the significant increase in rural valuations.

Statutory Environment

Local Government Act (1995) and associated regulations.

6.33. Differential general rates

- (1) A local government may impose differential general rates according to any, or a combination, of the following characteristics:
 - (a) the purpose for which the land is zoned, whether or not under a local planning scheme or improvement scheme in force under the *Planning and Development Act 2005*; or
 - (b) a purpose for which the land is held or used as determined by the local government; or
 - (c) whether or not the land is vacant land; or
 - (d) any other characteristic or combination of characteristics prescribed.
- (2) Regulations may:
 - (a) specify the characteristics under subsection (1) which a local government is to use; or
 - (b) limit the characteristics under subsection (1) which a local government is permitted to use.
- (3) In imposing a differential general rate, a local government is not to, without the approval of the Minister, impose a differential general rate which is more than twice the lowest differential general rate imposed by it.

6.36. Local government to give notice of certain rates

- (1) Before imposing any differential general rates or a minimum payment applying to a differential rate category under section 6.35(6)(c) a local government is to give local public notice of its intention to do so.
- (2) A local government is required to ensure that a notice referred to in subsection (1) is published in sufficient time to allow compliance with the requirements specified in this section and section 6.2(1). (*Budget adoption by 31st August*)
- (3) A notice referred to in subsection (1) —

- (a) may be published within the period of 2 months preceding the commencement of the financial year to which the proposed rates are to apply on the basis of the local government's estimate of the budget deficiency; and
 - (b) is to contain —
 - (i) details of each rate or minimum payment the local government intends to impose; and
 - (ii) an invitation for submissions to be made by an elector or a ratepayer in respect of the proposed rate or minimum payment and any related matters within 21 days (or such longer period as is specified in the notice) of the notice; and
 - (iii) any further information in relation to the matters specified in subparagraphs (i) and (ii) which may be prescribed;and
 - (c) is to advise electors and ratepayers that the document referred to in subsection (3A) —
 - (i) may be inspected at a time and place specified in the notice; and
 - (ii) is published on the local government's official website.
- (3A) The local government is required to prepare a document describing the objects of, and reasons for, each proposed rate and minimum payment and to publish the document on the local government's official website.
- (4) The local government is required to consider any submissions received before imposing the proposed rate or minimum payment with or without modification.

Policy Implications

Nil

Consultation

Local public notice in accordance with the *Local Government Act 1995*.

Financial Implications

No immediate implications exist, however, the rate in the dollar applied to any differential rate will impact the revenue raised by that aspect of the budget.

Strategic Community Plan

Area 5: Investing in Council's Capacity – Our Leadership

Goal: Strengthen the Shire's position as an innovative and proactive local Government providing excellence in all areas of governance, management, and leadership.

Comment

Before imposing any differential general rates, or a minimum payment applying to a differential rate category, a local government is to give 21 days' local public notice of its intention to do so alongside a document detailing the proposals and rationale for the public to inspect and respond to.

The Shire of Perenjori has an existing "Objects and Reasons" document that has successfully underpinned previous differential rating requests, which was updated and utilised for this current year. A copy has previously been distributed for council's information.

The notices were published on the Shire's website, Facebook page and on public noticeboards within Perenjori and Latham on 1 May 2025. A notice was also published in the West Australian newspaper on 1 May 2025 with a closing date for submissions of 4pm 22 May 2025.

Individual letters were sent to rate payers affected by the differential rates.

Prior to seeking approval from the Minister, council must consider the submissions made in response to the public notice.

Submissions Received

Two submissions have been received prior to the closing date of 4pm Thursday 22nd May 2025 from Terrain Minerals (copy attached) and Association of Mining and Exploration Companies which are both mining title services companies supporting mining and exploration companies

The information provided in the submissions from Terrain Minerals is in relation to the rents imposed by the state government is a separate operating issue for the exploration business. The shire does not receive any income from the state rent revenue applied to exploration and mining leases to undertake the works required to maintain the road and infrastructure assets that are maintained by the Shire.

Terrain Minerals submission indicates an example of the rate increase utilising the advertised rate in the dollar of 24.0665. The Shire's advertisement also indicates that the rate in the dollar will be adjusted once the new Valuations have been uploaded to achieve the overall increase of rate yield of 4%, which is in line with the council overall rate objective in the 2025/26 budget. The Shire have adjusted the rate in the dollar accordingly and the exploration rate in the dollar changed to 21.1055.

The submission from AMEC identifies the reasoning behind the requirement for the differential rate and objects to the UV Mining Rate and the UV Exploration Rate being higher than the UV Rural rate. AMEC also indicate that mineral exploration and mining make much less use of Local Government services than any other rated category.

Officer Comment

It is acknowledged that shifts in the valuation base will inevitably impact on the rates that individual ratepayers are liable for. In the case of the submissions, the cause of the shift is the change in rents charged by the Department of Mines. However, the shift in the valuations does not impact Council's determination of the expenditure it needs to make to fulfill its obligations.

The mining and exploration activities are in remote locations which are difficult to service which is an addition cost to Council due to maintaining roads and infrastructure.

Council's decision is based upon the yield from each category and in line with councils anticipated budget requirements taking into consideration inflationary factors and council strategic plan objectives.

Council has factored into its budget the opportunity for ratepayers to receive an early payment discount of 5%, which would offset the rate shift identified in the submission if taken up.

PROCEDURAL MOTION

Council Resolution Number: 230525.26

Moved: Cr Hepworth

Seconded: Cr Bryant

That Council suspend Standing Orders, *Clause 9.5 Limitation on number of speeches*, at 4.32 pm to allow for open discussion of Item 7.1.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

PROCEDURAL MOTION

Council Resolution Number: 230525.27

Moved: Cr Sparkman

Seconded: Cr Bryant

That Council resume Standing Orders, *Clause 9.5 Limitation on number of speeches*, at 3.08 pm.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

COUNCIL DECISION

Council Resolution Number: 225025.28

Moved: Cr Hepworth

Seconded: Cr Bradford

THAT Council:

- 1. That Council note and considered the submissions to council's proposal to impose differential rates for the 2025/26 financial year were received.**
- 2. Note the report and endorse the following objects and reasons for the differential rating in the UV Category,**

UV Rural

The object of the UV Rural rate is to obtain a fair contribution to the revenue requirements of the Shire, while not risking additional financial pressure on ratepayers in those areas and impact their long-term viability.

The reasons for the level of rates set for UV Rural is that this allows for a fair contribution to the revenue requirements of the Shire at a sustainable level. Whilst Council cannot control the rural sector's vulnerability to external forces, it attempts to ensure that the industry is not adversely affected by excessive rates.

The minimum payment proposed for the UV Rural category reflects the present financial vulnerability of ratepayers in the category due to factors such as adverse weather, cyclones, bushfires, drought, world demand for product and fluctuations in export prices.

UV Mining

The object of the UV Mining rate is to ensure that mining contributes reasonably to the maintenance of the Shire's assets and services. Every effort is made to establish rates and minimum payments at the fairest possible levels, acknowledging that the industry does not need to be specifically nurtured, nor is it affected by the same vulnerabilities as broad acre farming. In reaching its rating decisions, Council has considered that there are external forces, such as fluctuating commodity prices, which impact on resource projects and is sensitive to these issues.

The reasons for the level of rates set for the UV Mining rate by the Council is to attain equity amongst those who will bear the burden of the rates and obtain a reasonable contribution from the mining sector for the general level of infrastructure and services provided by the Council. Striking a reasonable balance between all ratepayers in the production of the rate revenue is important in achieving equity, whilst at the same time the fairness of the expenditures by the Shire on the mining sector is also considered.

The maintenance of Shire assets and services for the benefit of all users, long term, and short term, is a burden which to a significant extent fall upon the long-term ratepayers, justifying a differential contribution from the mining sector. The minimum payment proposed for the UV Mining category reflects a reasonable cost for a base level of service.

UV Exploration

The object of the UV Exploration rate is to ensure the reasonable contribution of these ratepayers to Council's expenditure profile.

The reasons for the level of rates set for the UV Exploration rate by the Council is to attain equity amongst those who will bear the burden of the rates and obtain a reasonable contribution from the Exploration sector for the general level of infrastructure, services and tenement administration provided by the Council.

Exploration and prospecting ratepayers require a higher level of governance for licensing, clearance permits, etc, and impose greater environmental damage to the environment through activities such as clearing, drilling and associated undertakings.

Striking a reasonable balance between all in the production of the rate income is important in achieving balance and equity between ratepayers, whilst at the same time the fairness of the expenditures by the Shire on the Exploration sector is also considered.

The minimum payment proposed for the UV Exploration category reflects a reasonable cost for a base level of service.

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Sparkman, Cr Bryant, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

[Next Item](#)

7.2 DIFFERENTIAL RATES – MINISTERIAL SUBMISSION

| | |
|-------------------------|---|
| Applicant: | Shire of Perenjori |
| File: | ADM 0793 |
| Report Date: | 22 May 2025 |
| Disclosure of Interest: | Nil |
| Voting Requirements: | Simple Majority |
| Author: | Ally Bryant – Finance Manager |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | Nil |

Summary

The purpose of this report is to review and adopt the updated Rate in the Dollar, which demonstrates the rate yield will be unchanged from Council's adoption at the April 2025 meeting and to consider a submission to the Minister for the approval of differential rates, which are more than twice the lowest differential rate, as part of the annual budget process.

Background

Council at the April 2025 meeting resolved to adopt and advertise the differential rating for unimproved values for Rural and Mining Properties.

Below is a copy of the Council resolution, 160425.6.

Council Resolution Number: 160425.6

Moved: Cr Bryant

Seconded: Cr Bradford

That Council:

Having regard to the budget deficiency in the context of the Strategic Community plan and Corporate Business Plan.

1. Advertise in accordance with the *Local Government Act 1995* the Shire of Perenjori's intention to levy the following differential rates.

| Rates category | minimum rate | rate in the \$ |
|--------------------|--------------|----------------|
| UV rural 442 | 1.2637 | |
| UV Mining 442 | | 30.7875 |
| GRV Townsites 442 | | 7.9231 |
| GRV Mining 442 | | 11.1533 |
| UV Exploration 442 | | 24.0665 |

2. Adopts the 2025/26 Budget Draft Rate Setting Statement
3. Adopts the objects and reasons for each differential rate and minimum payment as follows

UV Rural

The object of the UV Rural is to obtain a fair contribution to the revenue requirements of the Shire, while not risking additional financial pressure on ratepayers in those areas and impact their long-term viability.

The reasons for the level of rates set for UV Rural is that this allows for a fair contribution to the revenue requirements of the Shire at a sustainable level. Whilst Council cannot control the rural sector's vulnerability to external forces, it attempts to ensure that the industry is not adversely affected by excessive rates.

The minimum payment proposed for the UV Rural category reflects the present financial vulnerability of ratepayers in the category due to factors such as adverse weather, cyclones, bushfires, drought, world demand for product and fluctuations in export prices.

UV Mining

The object of the UV Mining rate is to ensure that mining contributes reasonably to the maintenance of the Shire's assets and services. Every effort is made to establish rates and minimum payments at the fairest possible levels, acknowledging that the industry does not need to be specifically nurtured, nor is it affected by the same vulnerabilities as broad acre farming. In reaching its rating decisions, Council has considered that there are external forces, such as fluctuating commodity prices, which impact on resource projects and is sensitive to these issues.

The reasons for the level of rates set for the UV Mining rate by the Council is to attain equity amongst those who will bear the burden of the rates and obtain a reasonable contribution from the mining sector for the general level of infrastructure and services provided by the Council. Striking a reasonable balance between all ratepayers in the production of the rate revenue is important in achieving equity, whilst at the same time the fairness of the expenditures by the Shire on the mining sector is also considered.

The maintenance of Shire assets and services for the benefit of all users, long term, and short term, is a burden which to a significant extent fall upon the long-term ratepayers, justifying a differential contribution from the mining sector. The minimum payment proposed for the UV Mining category reflects a reasonable cost for a base level of service.

UV Exploration

The object of the UV Exploration rate is to ensure the reasonable contribution of these ratepayers to Council's expenditure profile.

The reasons for the level of rates set for the UV Exploration rate by the Council is to attain equity amongst those who will bear the burden of the rates and obtain a reasonable contribution from the Exploration sector for the general level of infrastructure, services and tenement administration provided by the Council.

Exploration and prospecting ratepayers require a higher level of governance for licensing, clearance permits, etc, and impose greater environmental damage to the environment through activities such as clearing, drilling and associated undertakings.

Striking a reasonable balance between all in the production of the rate income is important in achieving balance and equity between ratepayers, whilst at the same time the fairness of the expenditures by the Shire on the Exploration sector is also considered.

The minimum payment proposed for the UV Exploration category reflects a reasonable cost for a base level of service.

4. Adopts a discount of 5% when payment of the full amount of rates due and payable is made prior to the due date as set by Council in the Annual Budget.

Motion put and carried 6/0 by absolute majority

For: Cr Sutherland, Cr Hepworth, Cr Bryant, Cr Campbell, Cr Bradford, Cr Sparkman

Against: Nil

All advertisements stated that after the Valuations had been updated from the Valuer General the rate-in-the-dollar will be updated to achieve the advertised rate yield.

Council currently levies rates in the following categories -

- UV Rural
- UV Mining
- UV Exploration
- GRV Townsites (Perenjori, Latham, Other)
- GRV Mining

These categories have been in place for several years and are required to be approved annually by the Minister where any differential exceeds twice the lowest rate, within their respective GRV or UV classification.

The GRV categories are proposed at a rate-in-the-dollar of less than twice the lowest rate and therefore no differential approval is necessary.

The UV Mining and UV Exploration categories are proposed at more than twice the UV Rural rate, therefore ministerial approval is required before the adoption of the budget, and the issuing of rate notices.

Council has resolved to increase the rates yield by 4% and subsequently adjusted the rate-in-the-dollar, applicable across all rate categories, to achieve this objective. The Shire gave public notice to invite submissions on the differentials on this basis: no submissions were received.

Statutory Environment

Local Government Act 1995 and associated regulations.

Policy Implications

Nil

Consultation

Rates Officer

Elected Members

Department of Local Government

Neighbouring Local Governments

Financial Implications

In order to enable the maintenance of an equitable and consistent rating regime, and the achievement of council's expenditure requirements within the budget, permission from the Minister to continue levying differential rates on the existing basis of relativity between rating categories is needed.

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community

4.1. The community is well-informed and engaged

4.2. The Shire listens to and works closely with the community and its decision-making is transparent and accountable

4.6. The organisation, assets and finances of the Shire are managed responsibly

Officer Comment

The revaluation of all categories has now been received and the rate-in-the-dollar has been updated to achieve our advertised rate yield.

Council's adopted rate setting statement from April 2025 meeting advertised a rates yield of \$3,660,022 this is made up of General Rates \$3,838,244, discount for early payment of -\$191,912 and Ex Gratia rates of \$27,543 and Interim Rates -\$13,853.

SHIRE OF PERENJORI STATEMENT OF FINANCIAL ACTIVITY FOR THE YEAR ENDED 30 JUNE 2026

OPERATING ACTIVITIES

Revenue from operating activities

| | Note | 2025/26 Budget | 2024/25 Actual Estim | 2024/25 Budget |
|-------------------------------------|---------|-------------------|-------------------------|-------------------|
| General rates | 2(a)(i) | \$ 3,660,022 | \$ 3,467,290 | \$ 3,441,290 |
| Grants, subsidies and contributions | | 3,292,737 | 726,593 | 761,033 |
| Fees and charges | 8 | 1,140,485 | 1,007,267 | 969,267 |
| Interest revenue | 5(a) | 117,300 | 162,500 | 141,800 |
| Other revenue | | 365,587 | 1,926,224 | 2,807,579 |
| Profit on asset disposals | 4 | 0 | 43,200 | 2,500 |
| | | 8,576,131 | 7,333,074 | 8,123,469 |

Updated rate-in-the-dollars have been adjusted to achieve Council's advertised rates.

| Rates category | minimum rate | rate in the \$ |
|----------------|--------------|----------------|
| UV rural | 442 | 1.0644 |
| UV Mining | 442 | 27.9985 |
| GRV Townsites | 442 | 7.9231 |
| GRV Mining | 442 | 11.1533 |
| UV Exploration | 442 | 21.1055 |

In considering council's request for a differential rate in excess of the legislated parameters (ie. greater than twice the level of the lowest rate), the Minister will have regard to:

Objectivity

Essentially, assessing whether the application is within the scope of the legislation.

- The Local Government Act and Regulations have been complied with in preparing the proposals for differential rates.

The Draft Budget in the form of a Rate Setting Statement, Long term Financial Plan and Councils forward expenditure estimates the budget has been prepared and identifies the required rate revenue.

Fairness and Equity

- That the council of the local government has reviewed its expenditure and considered efficiency measures as part of its budget deliberations. This is to be reflected in the council minutes when it adopts the budget strategy and endorses objects and reasons for each differential rating category and each minimum payment.
- The objects of imposing differential rates and reasons for each proposed differential general rate are set out by the local government in a publicly available document.
- These objects and reasons clearly explain why each differential general rate is proposed to be imposed.
- The objects and reasons clearly explain why it is proposed to set the differential general rate at that particular rate.
- If a category of ratepayer is significantly contributing to the local government's revenue through fees, charges and other payments, the local government has not used these same costs as the justification for the difference in differential general rate.
- If there are fewer than thirty ratepayers who will be subject to the differential general rate, each affected ratepayer has been informed in writing by the local government of:
 - the terms of the government's policy (through the provision of a copy of the policy document)
 - the local government's objects of and reasons for proposing to impose the differential general rates
 - the differential general rate that will apply to the ratepayer's property; and
 - the differential general rate that applied in the previous year for comparison, and
 - was given at least 21 days to make submissions to the local government on the proposal.
- The ratepayers' submissions, if any, and the local government's response to each ratepayer's submission (as recorded in the minutes of the council meeting at which the response was adopted) have been provided to the Minister.
- The objects and reasons for differential rates have been reviewed, published on the council's website and listed for endorsement separately.
- The objects and reasons have been available for inspection at the Shire Office since public notice was given.
- The objects and reasons are refined and based on those used in past successful differential rating submissions to the Minister.
- The draft budget is to be reviewed for efficiency in a separate agenda item.

Consistency

- The local government has rated similar properties that are used for the same purpose in the same way.
- The proposed differential rates align with the rating strategy in the corporate business plan and long-term financial plan or the council of the local government has detailed its reasons for deviating from that rating strategy.
- The local government has reviewed and considered rates proposed in neighbouring or similar local government districts in the rating strategy.

The differential rates proposed are consistent with those, applied for and approved by, the Minister in the past. The categories applied for have not been varied and treat all properties consistently with council's historic rating practices.

The proposed 4% increase in rate yield treats all properties equally, fairly and consistently.

The proposed level of rate increase is in line with council's Long Term Financial Plan, in so far as the Long-Term Financial Plan proposed rate increases of 4% until 2037/38. The dissolution of the Council in 2019 and the subsequent appointment of a Commissioner saw the imposition of financial restraint and the minimization of rating pressure on the community.

This was followed by COVID19 restrictions in the 2020/21 financial year which resulted in a "zero increase" rating strategy at the State Government's request. The Council will revisit its key strategic and business planning documents in the second half of this year to reconsider its rating strategy and other business plan objectives. The Shire of Perenjori's proposed increase in rate revenue is 4%.

The council also considered the 7.5% discount offered on early payments and the overall impact upon its net yield. The council in the 2025/26 budget will reduce this discount to 5%.

- Indicative neighbouring Council's comparison -

| | |
|----------|--|
| Coorow | 2% proposed increase on rate revenue from Long Term Financial Plan |
| Carnamah | 6% proposed increase on rate revenue from Long Term Financial Plan |
| Morawa | 4.5% proposed increase on rate revenue from Long Term Financial Plan |

Transparency & Administrative Efficiency

- The local government has:
 - prepared and made publicly available a document clearly describing the objectives and reasons for each differential general rate;
 - given public notice after 1 May in the relevant year.
 - The notices were published on the Council Website, Council Facebook page and the Public Notice Boards at Perenjori and Latham on 1 May 2025 and in the West Australian newspaper on 1 May 2025 with a closing date of 22 May 2025.
- The public notice published by the local government contained:
 - details of each differential general rate that the local government intends to impose
 - an invitation for submissions to be made by an elector or ratepayer
 - a closing date for submissions which is at least twenty one days after the day on which the notice is published
 - advice on the time and place where a document containing the objectives and reasons for the differential general rates can be inspected.
 - advice that after valuations are updated the Rate in the Dollar would be updated to achieve advertised yield.
- The council of the local government has:
 - considered ratepayer and public submissions
 - resolved to make the application to the Minister with the minutes and agenda papers relevant to these matters.

COUNCIL DECISION

Council Resolution Number: 220525.29

Moved: Cr Fraser

Seconded: Cr Bradford

- 1. Adopt in accordance with the Local Government Act 1995 the Shire of Perenjori's intention to levy the following updated differential rates to achieve the advertised rate yield.**

| Rates category | minimum rate | rate in the \$ |
|-----------------------|---------------------|-----------------------|
| UV rural | 442 | 1.0646 |
| UV Mining | 442 | 28.0090 |
| GRV Townsites | 442 | 7.9231 |
| GRV Mining | 442 | 11.1540 |
| UV Exploration | 442 | 21.1055 |

- 2. That Council note the report and an application be lodged with the Minister for Local Government seeking approval to levy differential rates for the 2025/26 financial year.**

Motion put and carried 7/0

For: Cr Sutherland, Cr Hepworth, Cr Bryant, Cr Sparkman, Cr Bradford, Cr Fraser, Cr Campbell

Against: Nil

8. Closure of Meeting:

The Shire President declared the meeting closed at 4.44 pm.

I certify that this copy of the Minutes is a true and correct record of the meeting held on 22 May 2025.

Signed: _____

Shire President

Date: _____

12. Finance:

12.1 MONTHLY FINANCIAL REPORT – 31 MAY 2025

| | |
|-------------------------|--|
| Applicant: | Shire of Perenjori |
| File: | ADM 0082 |
| Report Date: | 19 June 2025 |
| Disclosure of Interest: | |
| Voting Requirements: | Simple Majority |
| Author: | Ally Bryant – Finance Manager |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 12.1.1 - Monthly Statement of Financial Activity for 31 May 2025 |

Summary

This item recommends that Council receives the Financial Activity Statements for the periods ending 31 May 2025.

Background

Regulation 34 of the Local Government (Financial Management) Regulations 1996 requires local governments to prepare a Monthly Statement of Financial Activity.

Recent changes to the Regulations require a focus on reporting and variance analysis by nature and type rather than by program. The Shire's reports have historically been prepared by both nature and type and program with the variance analysis done by program. All reports for 2024-25 to date have been prepared by both nature and type and program, but with the variance analysis being done by nature and type in compliance with the revised Regulations.

Statutory Environment

Regulation 34 of the Local Government (Financial Management) Regulations 1996 requires local governments to prepare a Monthly Statement of Financial Activity.

Policy Implications

Nil

Consultation

Nil

Financial Implications

Shown in the attached data.

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

Strategic Objectives

4.6. The organisation, assets and finances of the Shire are managed responsibly

Officer Comment

The audited opening surplus for the 2024-25 financial year is \$3,170,411. As previously advised, this surplus is notionally deceiving as the State Government transferred 85% of its 2024-25 financial assistance grants (totalling \$2.496m) to the Shire in June 2024.

Operating revenue YTD is \$7,282,417 over YTD budget by \$288,245

Operating expenditure YTD is \$11,570,482 under YTD budget by \$966,675

Key variances between the YTD budget and actuals are explained in the attached report on pages 2-3.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That the Monthly Financial Report to 31 May 2025 as attached be received.

Motion put and carried / lost

For:

Against:

[Next Item](#)

SHIRE OF PERENJORI

MONTHLY FINANCIAL REPORT

**(Containing the required statement of financial activity and statement of financial position)
For The Period Ended 31 May 2025**

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

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Statements required by regulation

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SHIRE OF PERENJORI
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

| | Supplemental Information | Adopted Budget Estimates (a) \$ | YTD Budget Estimates (b) \$ | YTD Actual (c) \$ | Variance* \$ (c) - (b) | Variance* % ((c) - (b))/(b) | Var. Explanation of Variance |
|---|--------------------------|---------------------------------------|-----------------------------------|-------------------------|------------------------------|-----------------------------------|---|
| OPERATING ACTIVITIES | | | | | | | |
| Revenue from operating activities | | | | | | | |
| General rates | 10 | 3,467,290 | 3,467,290 | 3,470,954 | 3,664 | 0.11% | |
| Grants, subsidies and contributions | 13 | 726,593 | 726,592 | 751,156 | 24,564 | 3.38% | ▲ Unbudgeted Grant revenue Early Learning Grant and Sponsorship for Festival of Halls Caravan park over budget by 99k, Private working general over budget 32k Standpipe water fees over by 73k Planning fees over by 19k |
| Fees and charges | | 1,007,267 | 960,537 | 1,188,601 | 228,064 | 23.74% | ▲ Interest rate above budget |
| Interest revenue | | 162,500 | 158,388 | 194,314 | 35,926 | 22.68% | |
| Other revenue | | 1,926,224 | 1,638,165 | 1,636,692 | (1,473) | (0.09%) | |
| Profit on asset disposals | 6 | 43,200 | 43,200 | 40,700 | (2,500) | (5.79%) | |
| | | 7,333,074 | 6,994,172 | 7,282,417 | 288,245 | 4.12% | |
| Expenditure from operating activities | | | | | | | |
| Employee costs | | (3,574,760) | (3,309,897) | (3,010,298) | 299,599 | 9.05% | ▲ Over and under in various accounts |
| Materials and contracts | | (3,873,581) | (3,402,797) | (2,982,230) | 420,567 | 12.36% | ▲ Over and under in various accounts |
| Utility charges | | (392,725) | (391,821) | (359,920) | 31,901 | 8.14% | ▲ Timing of accounts |
| Depreciation | | (5,391,127) | (4,941,640) | (4,724,422) | 217,218 | 4.40% | ▲ Depreciation will be under for remainder of year due to asset register review |
| Finance costs | | (66,784) | (66,078) | (65,231) | 847 | 1.28% | |
| Insurance | | (193,475) | (193,094) | (193,345) | (251) | (0.13%) | |
| Other expenditure | | (224,258) | (210,880) | (191,100) | 19,780 | 9.38% | ▲ Under budget in various accounts |
| Loss on asset disposals | 6 | (20,950) | (20,950) | (43,936) | (22,986) | (109.72%) | ▼ Over due to writing off of various low pool assets |
| | | (13,737,660) | (12,537,157) | (11,570,482) | 966,675 | 7.71% | |
| Non-cash amounts excluded from operating activities | note 2(i) | 5,368,877 | 4,919,390 | 4,727,658 | (191,732) | (3.90%) | ▼ Depreciation will be under for remainder of year due to asset register review |
| Amount attributable to operating activities | | (1,035,709) | (623,595) | 439,593 | 1,063,188 | 170.49% | |
| INVESTING ACTIVITIES | | | | | | | |
| Inflows from investing activities | | | | | | | |
| Proceeds from capital grants, subsidies and contributions | 14 | 6,852,449 | 6,161,222 | 6,161,792 | 570 | 0.01% | |
| Proceeds from disposal of assets | 6 | 151,300 | 56,300 | 72,700 | 16,400 | 29.13% | ▲ Timing of disposals |
| | | 7,003,749 | 6,217,522 | 6,234,492 | 16,970 | 0.27% | |
| Outflows from investing activities | | | | | | | |
| Payments for property, plant and equipment | 5 | (5,745,999) | (5,225,999) | (4,967,780) | 258,219 | 4.94% | ▲ Timing see Capital Works Note |
| Payments for construction of infrastructure | 5 | (6,363,777) | (6,273,777) | (5,758,786) | 514,991 | 8.21% | ▲ Timing see Capital Works Note |
| | | (12,109,776) | (11,499,776) | (10,726,566) | 773,210 | 6.72% | |
| Amount attributable to investing activities | | (5,106,027) | (5,282,254) | (4,492,074) | 790,180 | 14.96% | |

SHIRE OF PERENJORI
STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

| | Supplemental Information | Adopted Budget Estimates (a) \$ | YTD Budget Estimates (b) \$ | YTD Actual (c) \$ | Variance* \$ (c) - (b) | Variance* % ((c) - (b))/(b) | Var. | Explanation of Variance |
|--|--------------------------|---------------------------------------|-----------------------------------|-------------------------|------------------------------|-----------------------------------|------|-------------------------|
| FINANCING ACTIVITIES | | | | | | | | |
| Inflows from financing activities | | | | | | | | |
| Proceeds from new debentures | 11 | 2,100,000 | 2,100,000 | 2,100,000 | 0 | 0.00% | | |
| Transfer from reserves | 4 | 1,692,144 | 1,357,930 | 1,357,930 | 0 | 0.00% | | |
| | | 3,792,144 | 3,457,930 | 3,457,930 | 0 | 0.00% | | |
| Outflows from financing activities | | | | | | | | |
| Repayment of borrowings | 11 | (57,921) | (57,921) | (57,921) | 0 | 0.00% | | |
| Transfer to reserves | 4 | (762,898) | (187,724) | (231,455) | (43,731) | (23.30%) | ▼ | Interest above budget |
| | | (820,819) | (245,645) | (289,376) | (43,731) | (17.80%) | | |
| Amount attributable to financing activities | | 2,971,325 | 3,212,285 | 3,168,554 | (43,731) | (1.36%) | | |
| MOVEMENT IN SURPLUS OR DEFICIT | | | | | | | | |
| Surplus or deficit at the start of the financial year | | 3,170,411 | 3,170,411 | 3,170,411 | 0 | 0.00% | | |
| Amount attributable to operating activities | | (1,035,709) | (623,595) | 439,593 | 1,063,188 | 170.49% | ▲ | |
| Amount attributable to investing activities | | (5,106,027) | (5,282,254) | (4,492,074) | 790,180 | 14.96% | ▲ | |
| Amount attributable to financing activities | | 2,971,325 | 3,212,285 | 3,168,554 | (43,731) | (1.36%) | ▼ | |
| Surplus or deficit after imposition of general rates | | 0 | 476,847 | 2,286,482 | 1,809,635 | | ▲ | |

KEY INFORMATION

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

* Refer to Note 3 for an explanation of the reasons for the variance.

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

SHIRE OF PERENJORI
STATEMENT OF COMPREHENSIVE INCOME BY PROGRAM
FOR THE PERIOD ENDED 31 MAY 2025

| | Ref Note | Adopted Budget Estimates (a) \$ | YTD Budget Estimates (b) \$ | YTD Actual (c) \$ | Variance* \$ (c) - (b) \$ | Variance* % ((c) - (b))/(b) % |
|---|-------------|---|---|----------------------------|------------------------------------|--|
| OPERATING ACTIVITIES | | | | | | |
| Income excluding grants, subsidies and contributions | | | | | | |
| Governance | 10 | 93,200 | 92,939 | 1,479,929 | 1,386,990 | 1492.37% |
| General purpose funding - other | | 3,720,735 | 3,682,704 | 3,704,437 | 21,733 | 0.59% |
| Law, order and public safety | 13 | 191,430 | 175,798 | 154,745 | (21,053) | (11.98%) |
| Health | | 726 | 488 | 248 | (240) | (49.18%) |
| Housing | | 278,149 | 256,644 | 265,445 | 8,801 | 3.43% |
| Community amenities | | 45,840 | 45,208 | 63,021 | 17,813 | 39.40% |
| Recreation and culture | 6 | 92,773 | (4,268) | 55,184 | 59,452 | 1392.97% |
| Transport | | 50,850 | 50,207 | 48,327 | (1,880) | (3.74%) |
| Economic services | | 619,838 | 600,835 | 773,567 | 172,732 | 28.75% |
| Other property and services | | 1,512,940 | 1,305,402 | 1,344,287 | 38,885 | 2.98% |
| | | 6,606,481 | 6,205,957 | 7,889,190 | 1,683,233 | 27.12% |
| Grants, subsidies and contributions | | | | | | |
| Governance | | 0 | 0 | 4,135 | 4,135 | 0.00% |
| General purpose funding - other | | 1,235,315 | 937,799 | 896,482 | (41,317) | (4.41%) |
| Law, order and public safety | | 30,732 | 30,732 | 30,686 | (46) | (0.15%) |
| Health | | 0 | 0 | 0 | 0 | 0.00% |
| Education and welfare | | 0 | 0 | 16,985 | 16,985 | 0.00% |
| Housing | | 0 | 0 | 0 | 0 | 0.00% |
| Community amenities | | 525,650 | 525,650 | 529,150 | 3,500 | 0.67% |
| Recreation and culture | | 215,458 | 71,623 | 9,076 | (62,547) | (87.33%) |
| Transport | | 5,571,887 | 5,383,633 | 5,426,434 | 42,801 | 0.80% |
| Economic services | | 0 | 0 | 0 | 0 | 0.00% |
| Other property and services | | 0 | 0 | 0 | 0 | 0.00% |
| | | 7,579,042 | 6,949,437 | 6,912,948 | (36,489) | (0.53%) |
| Expenditure from operating activities (including depreciation) | | | | | | |
| Governance | | (634,328) | (582,556) | (537,683) | 44,873 | 7.70% |
| General purpose funding | | (188,338) | (165,901) | (136,866) | 29,035 | 17.50% |
| Law, order and public safety | | (504,742) | (464,879) | (459,031) | 5,848 | 1.26% |
| Health | | (238,246) | (218,772) | (206,798) | 11,974 | 5.47% |
| Education and welfare | | (165,690) | (152,556) | (137,578) | 14,978 | 9.82% |
| Housing | | (669,657) | (624,367) | (538,074) | 86,293 | 13.82% |
| Community amenities | | (721,070) | (645,740) | (534,123) | 111,617 | 17.29% |
| Recreation and culture | | (2,084,020) | (1,903,311) | (1,679,332) | 223,979 | 11.77% |
| Transport | | (5,607,119) | (5,146,893) | (4,635,470) | 511,423 | 9.94% |
| Economic services | 6 | (1,412,585) | (1,313,338) | (1,167,994) | 145,344 | 11.07% |
| Other property and services | | (1,511,865) | (1,318,844) | (1,537,532) | (218,688) | (16.58%) |
| | | (13,737,660) | (12,537,157) | (11,570,481) | 966,676 | 7.71% |
| Net Operating Result | | 447,863 | 618,237 | 3,231,657 | | |

SHIRE OF PERENJORI
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 31 MAY 2025

| | Supplementary Information | 31 May 2025 | 30 June 2024 |
|--------------------------------------|------------------------------|--------------------|--------------------|
| | | \$ | \$ |
| CURRENT ASSETS | | | |
| Cash and cash equivalents | 3 | 4,520,374 | 7,297,147 |
| Trade and other receivables | | 146,674 | 618,994 |
| Inventories | 8 | 84,603 | 84,036 |
| TOTAL CURRENT ASSETS | | 4,751,651 | 8,000,177 |
| NON-CURRENT ASSETS | | | |
| Other financial assets | | 83,171 | 83,171 |
| Inventories | | 104,000 | 104,000 |
| Property, plant and equipment | | 26,665,930 | 22,863,429 |
| Infrastructure | | 147,474,338 | 145,350,631 |
| TOTAL NON-CURRENT ASSETS | | 174,327,439 | 168,401,231 |
| TOTAL ASSETS | | 179,079,090 | 176,401,408 |
| CURRENT LIABILITIES | | | |
| Trade and other payables | 9 | 175,197 | 638,382 |
| Other liabilities | 12 | 279,508 | 1,054,446 |
| Borrowings | 11 | 0 | 57,921 |
| Employee related provisions | 12 | 254,753 | 254,753 |
| TOTAL CURRENT LIABILITIES | | 709,458 | 2,005,502 |
| NON-CURRENT LIABILITIES | | | |
| Borrowings | 11 | 3,168,594 | 1,068,594 |
| Employee related provisions | | 63,930 | 63,929 |
| TOTAL NON-CURRENT LIABILITIES | | 3,232,524 | 1,132,523 |
| TOTAL LIABILITIES | | 3,941,982 | 3,138,025 |
| NET ASSETS | | 175,137,108 | 173,263,383 |
| EQUITY | | | |
| Retained surplus | | 25,149,688 | 22,149,489 |
| Reserve accounts | 4 | 2,010,463 | 3,136,938 |
| Revaluation surplus | | 147,976,957 | 147,976,956 |
| TOTAL EQUITY | | 175,137,108 | 173,263,383 |

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

NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

1 BASIS OF PREPARATION AND SIGNIFICANT ACCOUNTING POLICIES

BASIS OF PREPARATION

This prescribed financial report has been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996*, prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the Act, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board were applied where no inconsistencies exist.

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

Local Government (Financial Management) Regulations 1996, regulation 34 prescribes contents of the financial report. Supporting information does not form part of the financial report.

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

THE LOCAL GOVERNMENT REPORTING ENTITY

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

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

Judgements and estimates

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

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

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

- estimated fair value of certain financial assets
- impairment of financial assets
- estimation of fair values of land and buildings, infrastructure and investment property
- estimation uncertainties made in relation to lease accounting
- estimated useful life of intangible assets

SIGNIFICANT ACCOUNTING POLICES

Significant accounting policies utilised in the preparation of these statements are as described within the 2024-25 Annual Budget. Please refer to the adopted budget document for details of these policies.

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 31 May 2025

SHIRE OF PERENJORI
NOTES TO THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD ENDED 31 MAY 2025

2 STATEMENT OF FINANCIAL ACTIVITY INFORMATION

| | | Adopted Budget Closing | Last Year Closing | Year to Date |
|--|-------------|------------------------------|-------------------------|--------------------|
| (a) Net current assets used in the Statement of Financial Activity | Information | 30 June 2025 | 30 June 2024 | 31 May 2025 |
| Current assets | | \$ | \$ | \$ |
| Cash and cash equivalents | 3 | 1,928,426 | 7,297,147 | 4,520,374 |
| Trade and other receivables | | 583,686 | 618,994 | 146,674 |
| Inventories | 8 | 127,103 | 84,036 | 84,603 |
| | | 2,639,215 | 8,000,177 | 4,751,651 |
| Less: current liabilities | | | | |
| Trade and other payables | 9 | (688,593) | (638,382) | (175,197) |
| Other liabilities | 12 | 0 | (1,054,446) | (279,508) |
| Borrowings | 11 | (2,000,000) | (57,921) | 0 |
| Employee related provisions | 12 | (233,540) | (254,753) | (254,753) |
| | | (2,922,133) | (2,005,502) | (709,458) |
| Net current assets | | (282,918) | 5,994,675 | 4,042,193 |
| Less: Total adjustments to net current assets | note 2(i) | 25,848 | (2,824,264) | (1,755,710) |
| Closing funding surplus / (deficit) | | (257,070) | 3,170,411 | 2,286,483 |

(b) Non-cash amounts excluded from operating activities

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

| | | Adopted Budget | YTD Budget (a) | YTD Actual (b) |
|--|---|-------------------|----------------------|----------------------|
| Non-cash amounts excluded from operating activities | | \$ | \$ | \$ |
| Adjustments to operating activities | | | | |
| Less: Profit on asset disposals | 6 | (43,200) | (43,200) | (40,700) |
| Add: Loss on asset disposals | 6 | 20,950 | 20,950 | 43,936 |
| Add: Depreciation | | 5,391,127 | 4,941,640 | 4,724,422 |
| Total non-cash amounts excluded from operating activities | | 5,368,877 | 4,919,390 | 4,727,658 |

(c) Current assets and liabilities excluded from budgeted deficiency

The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with *Financial Management Regulation 32* to agree to the surplus/(deficit) after imposition of general rates.

| | | Adopted Budget Closing | Last Year Closing | Year to Date |
|---|-----------|------------------------------|-------------------------|--------------------|
| | | 30-Jun-25 | 30 June 2024 | 31 May 2025 |
| | | \$ | \$ | \$ |
| Adjustments to net current assets | | | | |
| Less: Reserve accounts | 4 | (2,207,692) | (3,136,938) | (2,010,463) |
| Add: Current liabilities not expected to be cleared at the end of the year: | | | | |
| - Current portion of borrowings | 11 | 2,000,000 | 57,921 | 0 |
| - Current portion of employee benefit provisions | 4 | 233,540 | 254,753 | 254,753 |
| Total adjustments to net current assets | note 2(i) | 25,848 | (2,824,264) | (1,755,710) |

CURRENT AND NON-CURRENT CLASSIFICATION

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

SHIRE OF PERENJORI
SUPPLEMENTARY INFORMATION

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SHIRE OF PERENJORI
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2025

1 KEY INFORMATION

Funding Surplus or Deficit Components

| Funding surplus / (deficit) | | | | |
|-----------------------------|----------------|----------------|----------------|-----------------|
| | Adopted Budget | YTD Budget (a) | YTD Actual (b) | Var. \$ (b)-(a) |
| Opening | \$3.17 M | \$3.17 M | \$3.17 M | \$0.00 M |
| Closing | \$0.00 M | \$0.48 M | \$2.29 M | \$1.81 M |

Refer to Statement of Financial Activity

| Cash and cash equivalents | | |
|---------------------------|----------|------------|
| | \$4.52 M | % of total |
| Unrestricted Cash | \$2.51 M | 55.5% |
| Restricted Cash | \$2.01 M | 44.5% |

Refer to 3 - Cash and Financial Assets

| Payables | | |
|----------------|----------|---------------|
| | \$0.18 M | % Outstanding |
| Trade Payables | \$0.12 M | |
| 0 to 30 Days | | 137.7% |
| Over 30 Days | | (37.7%) |
| Over 90 Days | | (130.9%) |

Refer to 9 - Payables

| Receivables | | |
|------------------|----------|---------------|
| | \$0.07 M | % Collected |
| Rates Receivable | \$0.08 M | 97.7% |
| Trade Receivable | \$0.07 M | % Outstanding |
| Over 30 Days | | 22.4% |
| Over 90 Days | | 3.7% |

Refer to 7 - Receivables

Key Operating Activities

| Amount attributable to operating activities | | | |
|---|----------------|----------------|-----------------|
| Adopted Budget | YTD Budget (a) | YTD Actual (b) | Var. \$ (b)-(a) |
| (\$1.04 M) | (\$0.62 M) | \$0.44 M | \$1.06 M |

Refer to Statement of Financial Activity

| Rates Revenue | | |
|---------------|----------|------------|
| YTD Actual | \$3.47 M | % Variance |
| YTD Budget | \$3.47 M | 0.1% |

Refer to 10 - Rate Revenue

| Grants and Contributions | | |
|--------------------------|----------|------------|
| YTD Actual | \$0.75 M | % Variance |
| YTD Budget | \$0.73 M | 3.4% |

Refer to 13 - Grants and Contributions

| Fees and Charges | | |
|------------------|----------|------------|
| YTD Actual | \$1.19 M | % Variance |
| YTD Budget | \$0.96 M | 23.7% |

Refer to Statement of Financial Activity

Key Investing Activities

| Amount attributable to investing activities | | | |
|---|----------------|----------------|-----------------|
| Adopted Budget | YTD Budget (a) | YTD Actual (b) | Var. \$ (b)-(a) |
| (\$5.11 M) | (\$5.28 M) | (\$4.49 M) | \$0.79 M |

Refer to Statement of Financial Activity

| Proceeds on sale | | |
|------------------|----------|---------|
| YTD Actual | \$0.07 M | % |
| Adopted Budget | \$0.15 M | (51.9%) |

Refer to 6 - Disposal of Assets

| Asset Acquisition | | |
|-------------------|----------|---------|
| YTD Actual | \$5.76 M | % Spent |
| Adopted Budget | \$6.36 M | (9.5%) |

Refer to 5 - Capital Acquisitions

| Capital Grants | | |
|----------------|----------|------------|
| YTD Actual | \$6.16 M | % Received |
| Adopted Budget | \$6.85 M | (10.1%) |

Refer to 5 - Capital Acquisitions

Key Financing Activities

| Amount attributable to financing activities | | | |
|---|----------------|----------------|-----------------|
| Adopted Budget | YTD Budget (a) | YTD Actual (b) | Var. \$ (b)-(a) |
| \$2.97 M | \$3.21 M | \$3.17 M | (\$0.04 M) |

Refer to Statement of Financial Activity

| Borrowings | |
|----------------------|------------|
| Principal repayments | (\$0.06 M) |
| Interest expense | (\$0.07 M) |
| Principal due | \$3.17 M |

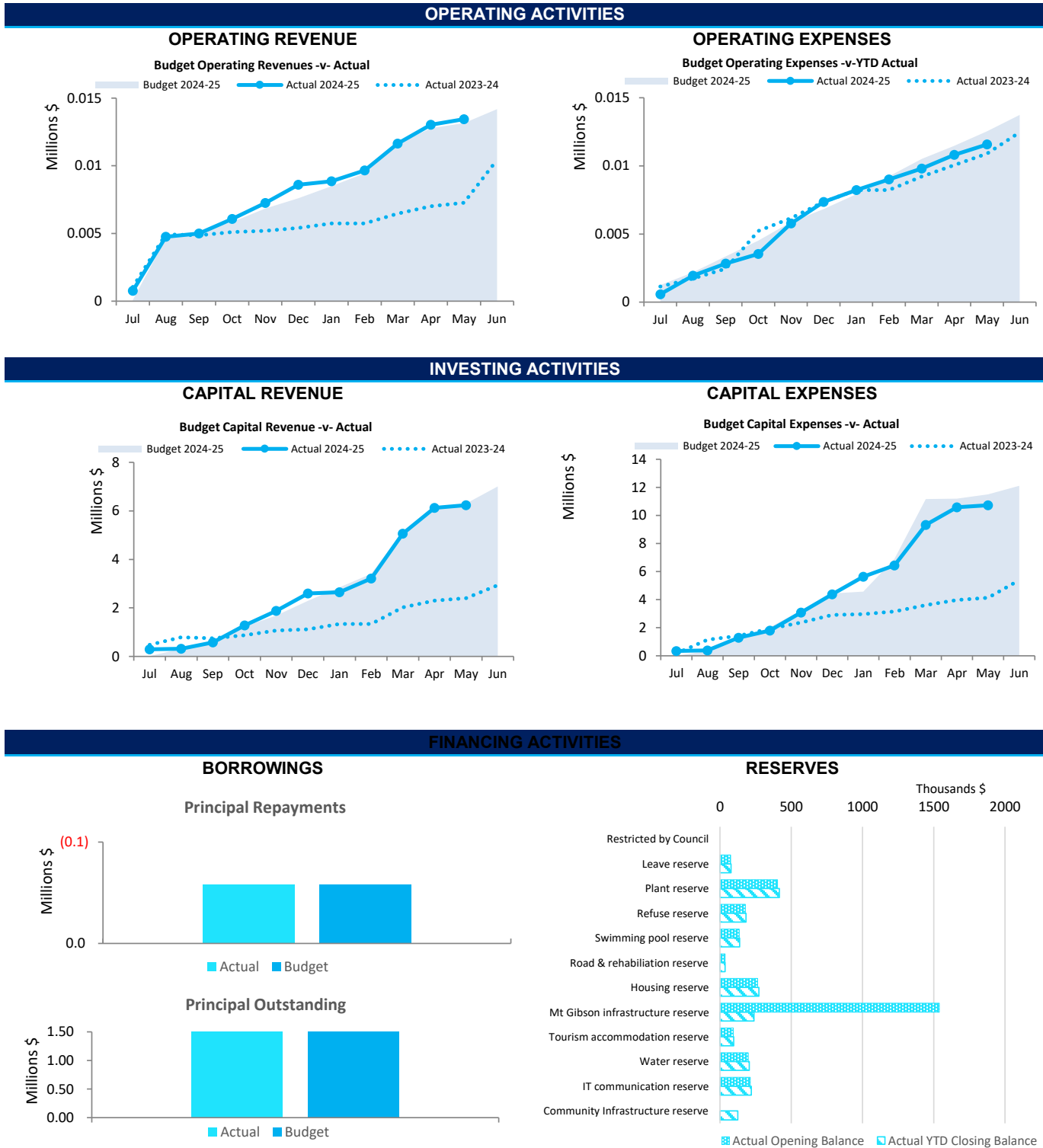
Refer to 11 - Borrowings

| Reserves | |
|------------------|----------|
| Reserves balance | \$2.01 M |
| Interest earned | \$0.10 M |

Refer to 4 - Cash Reserves

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

2 KEY INFORMATION - GRAPHICAL



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

SHIRE OF PERENJORI
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2025

3 CASH AND FINANCIAL ASSETS

| Description | Classification | Total as per the Financial Statements | | | Actual Bank Balance | Institution | Interest Rate | Maturity Date |
|---|---------------------------|---------------------------------------|------------------|------------------|---------------------|-------------|---------------|---------------|
| | | Unrestricted | Restricted | Cash | | | | |
| | | \$ | \$ | \$ | \$ | | | |
| Cash on hand | | | | | | | | |
| NAB Municipal Account | Cash and cash equivalents | 59,693 | | 59,693 | 75,470 | Bank | 0.00% | On Hand |
| Till Float | Cash and cash equivalents | 150 | | 150 | 150 | Bank | 0.00% | On Hand |
| NAB Municipal Telenet Saver Account | Cash and cash equivalents | 2,450,067 | | 2,450,067 | 2,450,067 | Bank | 3.50% | On Hand |
| Reserve Funds - Restricted Cash | | 0 | 2,010,464 | 2,010,464 | | | | |
| - Reserve Bank Account 4721 | Cash and cash equivalents | 0 | | | 130,875 | Bank | 3.50% | On Call |
| - Mt Gibson Mining Reserve Account 6682 | Cash and cash equivalents | 0 | | | 238,453 | Bank | 3.50% | On Call |
| - Reserve Term Deposit 0289 | Cash and cash equivalents | 0 | | | 1,641,135 | Bank | 5.10% | 24/06/2025 |
| Total | | 2,509,910 | 2,010,464 | 4,520,374 | 4,536,150 | | | |
| Comprising | | | | | | | | |
| Cash and cash equivalents | | 2,509,910 | 2,010,464 | 4,520,374 | 4,536,150 | | | |
| | | 2,509,910 | 2,010,464 | 4,520,374 | 4,536,150 | | | |

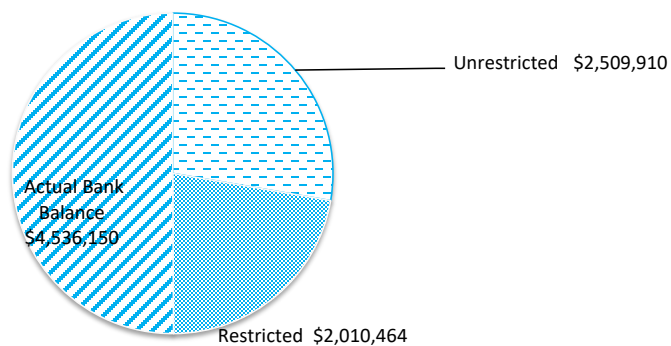
KEY INFORMATION

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

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

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

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



SHIRE OF PERENJORI
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2025

4 RESERVE ACCOUNTS

| Reserve name | Budget Opening Balance | Budget Interest Earned | Budget Transfer s In (+) | Budget Transfers Out (-) | Budget Closing Balance |
|----------------------------------|------------------------------|------------------------------|--------------------------------|--------------------------------|------------------------------|
| | \$ | \$ | \$ | \$ | \$ |
| Restricted by Council | | | | | |
| Leave reserve | 75,054 | 2,255 | 0 | (23,614) | 53,695 |
| Plant reserve | 403,638 | 10,004 | 199,053 | (250,000) | 362,695 |
| Refuse reserve | 177,740 | 3,690 | 100,000 | 0 | 281,430 |
| Swimming pool reserve | 134,688 | 3,362 | 100,000 | 0 | 238,050 |
| Road & rehabilitation reserve | 35,567 | 902 | 0 | 0 | 36,469 |
| Housing reserve | 264,726 | 6,560 | 0 | 0 | 271,286 |
| Mt Gibson infrastructure reserve | 1,539,326 | 49,000 | 0 | (1,357,930) | 230,396 |
| Tourism accommodation reserve | 93,669 | 2,378 | 0 | 0 | 96,047 |
| Water reserve | 199,086 | 5,002 | 0 | 0 | 204,088 |
| IT communication reserve | 213,444 | 5,330 | 95,000 | (60,600) | 253,174 |
| Community Infrastructure reserve | 0 | 1,517 | 178,845 | 0 | 180,362 |
| | 3,136,938 | 90,000 | 672,898 | (1,692,144) | 2,207,692 |

| Actual Opening Balance | Actual Interest Earned | Actual Transfers In (+) | Actual Transfers Out (-) | Actual YTD Closing Balance |
|------------------------------|------------------------------|-------------------------------|--------------------------------|----------------------------------|
| \$ | \$ | \$ | \$ | \$ |
| 75,054 | 2,711 | 0 | 0 | 77,765 |
| 403,638 | 12,679 | 0 | 0 | 416,317 |
| 177,740 | 4,656 | 0 | 0 | 182,396 |
| 134,688 | 3,984 | 0 | 0 | 138,672 |
| 35,567 | 1,083 | 0 | 0 | 36,650 |
| 264,726 | 8,527 | 0 | 0 | 273,253 |
| 1,539,326 | 57,057 | 0 | (1,357,930) | 238,453 |
| 93,669 | 2,778 | 0 | 0 | 96,447 |
| 199,086 | 5,937 | 0 | 0 | 205,023 |
| 213,444 | 6,414 | 0 | 0 | 219,858 |
| 0 | (4,365) | 129,994 | 0 | 125,629 |
| 3,136,938 | 101,462 | 129,994 | (1,357,930) | 2,010,463 |

5 CAPITAL ACQUISITIONS

| Capital acquisitions | Adopted | | YTD Actual | YTD Actual Variance |
|---|-------------------|-------------------|-------------------|---------------------|
| | Budget | YTD Budget | | |
| | \$ | \$ | \$ | \$ |
| Land | 20,000 | 0 | 0 | 0 |
| Buildings | 4,909,289 | 4,409,289 | 4,189,720 | (219,569) |
| Furniture & equipment | 70,099 | 70,099 | 39,435 | (30,664) |
| Plant & equipment | 746,611 | 746,611 | 738,626 | (7,985) |
| Acquisition of property, plant and equipment | 5,745,999 | 5,225,999 | 4,967,780 | (258,219) |
| Roads | 5,871,849 | 5,871,849 | 5,705,775 | (166,074) |
| Other | 491,928 | 401,928 | 53,011 | (348,917) |
| Acquisition of infrastructure | 6,363,777 | 6,273,777 | 5,758,786 | (1,031,428) |
| Total capital acquisitions | 12,109,776 | 11,499,776 | 10,726,566 | (1,289,647) |
| Capital Acquisitions Funded By: | | | | |
| Capital grants and contributions | 6,852,449 | 6,161,222 | 6,161,792 | 570 |
| Borrowings | 2,100,000 | 2,100,000 | 2,100,000 | 0 |
| Other (disposals & C/Fwd) | 151,300 | 56,300 | 72,700 | 16,400 |
| Reserve accounts | | | | |
| Leave reserve | 23,614 | 0 | 0 | 0 |
| Plant reserve | 250,000 | | 0 | 0 |
| Mt Gibson infrastructure reserve | 1,357,930 | 0 | 1,357,930 | 1,357,930 |
| IT communication reserve | 60,600 | | 0 | 0 |
| Contribution - operations | 1,313,883 | 3,182,254 | 1,034,144 | (2,148,110) |
| Capital funding total | 12,109,776 | 11,499,776 | 10,726,566 | (773,210) |

SIGNIFICANT ACCOUNTING POLICIES

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

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

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

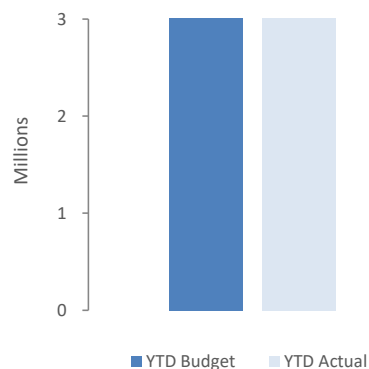
Initial recognition and measurement for assets held at cost

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

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

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

Payments for Capital Acquisitions

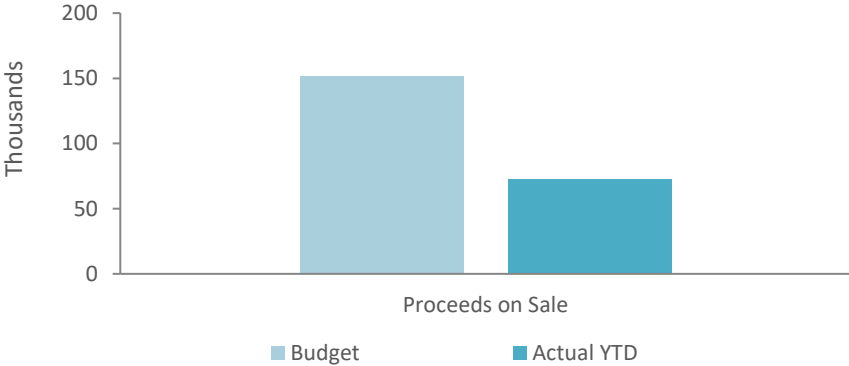


5 CAPITAL ACQUISITIONS - DETAILED

| Job - | Account | Job/Account Description | Asset Class | Type | Program | Original Budget | Amended Budget | YTD Budget | YTD Actual | YTD Actual Variance | Comments |
|----------------------------------|---------|--|------------------------|------------------------|---------|-----------------|----------------|------------|------------|---------------------|--------------------------|
| | FE03 | Altus Payroll | Furniture & Equipment | Governance | New | 70,000 | - | - | - | - | Not going ahead in 24/25 |
| | FE04 | Library Software | Furniture & Equipment | Recreation and Culture | New | 10,600 | 10,600 | 10,600 | 9,100 | 1,500 | Complete |
| | FE08 | Printer Admin | Furniture & Equipment | Administration | New | 9,499 | 9,499 | 9,499 | 9,462 | 37 | Complete |
| | FE09 | Server - Inhouse | Furniture & Equipment | Administration | New | 50,000 | 50,000 | 50,000 | 20,873 | 29,127 | |
| | BC27 | Master Key System | Buildings | Administration | New | 5,000 | 5,000 | 5,000 | 4,376 | 624 | Complete |
| | HC28 | Additional Housing Timmings & Hirshauer | Buildings | Housing | New | 36,000 | 58,647 | 58,647 | 58,627 | 20 | Complete |
| | HC32 | GROH Housing 2 x 3x2 | Buildings | Housing | New | 600,000 | 600,000 | 100,000 | 37,949 | 62,051 | |
| | I002 | Community Hub Project | Buildings | Community Amenities | New | 4,107,684 | 4,107,684 | 4,107,684 | 4,058,095 | 49,589 | |
| | BC19 | Chalet 3 & 4 Caravan Park | Buildings | Economic Services | Upgrade | 30,000 | 22,500 | 22,500 | 21,597 | 903 | Complete |
| | HC33 | Demolition of gifted property | Infrastructure - Other | Housing | New | 40,000 | 40,000 | - | - | - | Not going ahead in 24/25 |
| | I009 | Latham Bowls Green | Infrastructure - Other | Recreation and Culture | Upgrade | 181,928 | 181,928 | 181,928 | 53,011 | 128,917 | |
| | I008 | Latham Refuse Site | Infrastructure - Other | Recreation and Culture | New | 50,000 | 50,000 | - | - | - | Not going ahead in 24/25 |
| | LA01 | Purchase of Industrial Land | Land | Economic Services | New | 20,000 | 20,000 | - | - | - | Not going ahead in 24/25 |
| | I010 | Pump Track | Infrastructure - Other | Recreation and Culture | New | 150,000 | 150,000 | 150,000 | - | 150,000 | Not going ahead in 24/25 |
| | I011 | Niche Wall Latham Cemetery | Infrastructure - Other | Community Amenities | New | 10,000 | 10,000 | 10,000 | - | 10,000 | |
| | I012 | Radio Broadcasting | Infrastructure - Other | Recreation and Culture | New | 60,000 | 60,000 | 60,000 | - | 60,000 | Not going ahead in 24/25 |
| | BC01 | Perenjori Pavillion Upgrade | Buildings | Recreation and Culture | Upgrade | - | 115,458 | 115,458 | 9,076 | 106,382 | |
| Road Program | | | | | | | | | | | |
| | | Warriedar Coppermine Rd SLK 5.2-7.3 Final Seal | Infrastructure - Roads | Transport | Renewal | - | - | - | - | - | |
| | RRG049A | Syson Rd SLK 6.00 - 9.00 | Infrastructure - Roads | Transport | Renewal | 228,799 | 228,799 | 228,799 | 196,165 | 32,634 | |
| | RRG165 | Carnamah Perenjori Rd SLK 21.39-23.42 | Infrastructure - Roads | Transport | Renewal | 230,468 | 230,468 | 230,468 | 248,756 | (18,288) | Complete |
| | RRG015 | Perenjori Rothsay Rd | Infrastructure - Roads | Transport | Renewal | 259,155 | 259,155 | 259,155 | 265,199 | (6,044) | Complete |
| | RRG141A | Warriedar Coppermine Rd SLK 6.5-7.30 | Infrastructure - Roads | Transport | Renewal | 189,191 | 189,191 | 189,191 | 195,235 | (6,044) | Complete |
| | R2R094 | Syson/Oversby Rd | Infrastructure - Roads | Transport | Renewal | 207,146 | 207,146 | 207,146 | 93,276 | 113,870 | |
| | R2R014 | Grant Rd | Infrastructure - Roads | Transport | Renewal | 152,789 | 152,789 | 152,789 | 102,899 | 49,890 | |
| | R2R009 | Hill Rd | Infrastructure - Roads | Transport | Upgrade | 261,255 | 261,255 | 261,255 | 265,545 | (4,290) | Complete |
| | R2R123 | Crossing Rd Reconstruction/Seal | Infrastructure - Roads | Transport | Upgrade | 382,758 | 382,758 | 382,758 | 329,504 | 53,254 | Complete |
| | RC196 | Iona Rd Seal | Infrastructure - Roads | Transport | Upgrade | 18,810 | 9,696 | 9,696 | 10,181 | (485) | Complete |
| | RC005 | Lochada Rd | Infrastructure - Roads | Transport | Upgrade | 148,860 | 148,860 | 148,860 | 148,504 | 356 | |
| | RC001 | Bowgada Rd | Infrastructure - Roads | Transport | Upgrade | 62,373 | 62,373 | 62,373 | 53,103 | 9,270 | |
| | MWFO39 | Morawa South Rd | Infrastructure - Roads | Transport | Upgrade | - | 1,054,395 | 1,054,395 | 1,537,383 | (482,988) | |
| | MWFO09 | Hill Rd | Infrastructure - Roads | Transport | Upgrade | 155,425 | 155,425 | 155,425 | 140,205 | 15,220 | |
| | MWFO47 | Boundary Rd | Infrastructure - Roads | Transport | Upgrade | 2,529,539 | 2,529,539 | 2,529,539 | 2,119,822 | 409,717 | |
| Plant replacement program | | | | | | | | | | | |
| | 04259 | Small SUV | Plant & Equipment | Administration | Renewal | 40,000 | 44,531 | 44,531 | 44,531 | 0 | Complete |
| | CP36 | Utility - Works Crew | Plant & Equipment | Transport | Renewal | 65,000 | 61,505 | 61,505 | 61,505 | 0 | Complete |
| | CP37 | Works Supervisors Utility | Plant & Equipment | Transport | Renewal | 65,000 | 46,025 | 46,025 | 46,025 | (0) | Complete |
| | CP39 | New Truck | Plant & Equipment | Transport | Renewal | 360,000 | 366,000 | 366,000 | 365,091 | 909 | Complete |
| | CP40 | Tri Axle Water Tank | Plant & Equipment | Transport | Renewal | 150,000 | 150,000 | 150,000 | 143,850 | 6,150 | Complete |
| | CP41 | Multi Tyre Roller Attachemnt | Plant & Equipment | Transport | New | 70,000 | 71,950 | 71,950 | 72,450 | (500) | Complete |
| | CP42 | Multi Tyre Roller Attachemnt | Plant & Equipment | Transport | New | 70,000 | - | - | - | - | |
| | CP38 | Bobcat Trailer | Plant & Equipment | Transport | New | 20,000 | - | - | - | - | |
| | CP34 | EV Charging Station | Plant & Equipment | Transport | New | 6,600 | 6,600 | 6,600 | 5,174 | 1,426 | |
| | | | | | | 11,103,879 | 12,109,776 | 11,499,776 | 10,726,566 | 773,210 | |

6 DISPOSAL OF ASSETS

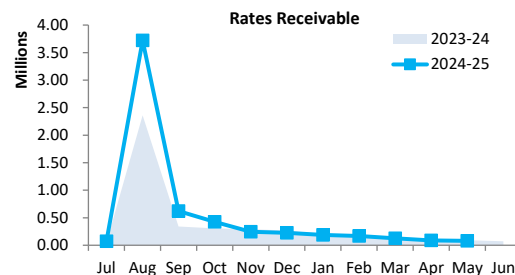
| Asset Ref. | Asset description | Budget | | | | YTD Actual | | | |
|------------|----------------------------|----------------|----------|--------|----------|----------------|----------|--------|----------|
| | | Net Book Value | Proceeds | Profit | (Loss) | Net Book Value | Proceeds | Profit | (Loss) |
| | | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | Plant and equipment | | | | | | | | |
| PE019 | Nissan Xtrail | 24,000 | 15,000 | 19,700 | 0 | 0 | 19,700 | 19,700 | 0 |
| PE322 | 2023 Mitsubishi Triton | 32,750 | 25,000 | 0 | (5,000) | 36,999 | 32,000 | 0 | (4,999) |
| PE214 | Howard Porter Water Tanker | 60,950 | 45,000 | 0 | (15,950) | 0 | 0 | 0 | 0 |
| PE145 | UD Truck | 47,500 | 50,000 | 2,500 | 0 | 0 | 0 | 0 | 0 |
| PE209 | Mitsubishi Triton | 19,475 | 16,300 | 21,000 | 0 | 0 | 21,000 | 21,000 | 0 |
| | Various Low pool assets | | | 0 | 0 | 38,937 | 0 | 0 | (38,937) |
| | | 184,675 | 151,300 | 43,200 | (20,950) | 75,936 | 72,700 | 40,700 | (43,936) |



7 RECEIVABLES

Rates receivable

| | 30 June 2024 | 31 May 2025 |
|--------------------------------|---------------|---------------|
| Opening arrears previous years | \$ 71,227 | \$ 71,228 |
| Levied this year | | 3,470,953 |
| Less - collections to date | 1 | (3,461,141) |
| Gross rates collectable | 71,228 | 81,040 |
| Net rates collectable | 71,228 | 81,040 |
| % Collected | 0.0% | 97.7% |



Receivables - general

| | Credit | Current | 30 Days | 60 Days | 90+ Days | Total |
|--|--------|---------|---------|---------|----------|---------------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| Receivables - general | (180) | 59,455 | 13,946 | 325 | 2,846 | 76,392 |
| Percentage | (0.2%) | 77.8% | 18.3% | 0.4% | 3.7% | |
| Balance per trial balance | | | | | | |
| Sundry debtors | | | | | | 76,392 |
| Other receivables | | | | | 3,951 | 3,951 |
| GST receivable | | | | | | (14,704) |
| Total receivables general outstanding | | | | | | 65,634 |

Amounts shown above include GST (where applicable)

KEY INFORMATION

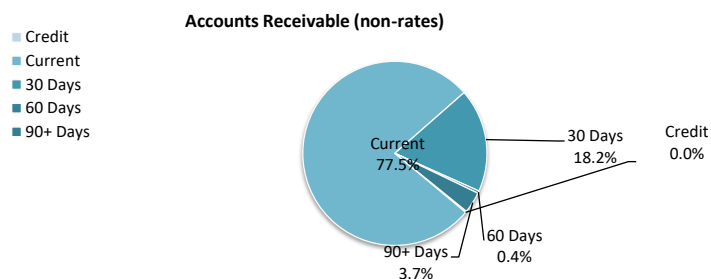
Trade and other receivables include amounts due from ratepayers for unpaid rates and service charges and other amounts due from third parties for goods sold and services performed in the ordinary course of business.

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

Classification and subsequent measurement

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

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



8 OTHER CURRENT ASSETS

| | Opening Balance 1 July 2024 | Asset Increase | Asset Reduction | Closing Balance 31 May 2025 |
|-----------------------------------|-----------------------------------|-------------------|--------------------|-----------------------------------|
| Other current assets | \$ | \$ | \$ | \$ |
| Inventory | | | | |
| Stock inventories | 84,036 | 567 | 0 | 84,603 |
| Total other current assets | 84,036 | 567 | 0 | 84,603 |

Amounts shown above include GST (where applicable)

KEY INFORMATION

Inventory

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

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

10 RATE REVENUE

General rate revenue

| RATE TYPE | Rate in | Number of | Rateable | Rate | Budget | Total | Rate | YTD Actual | Total |
|----------------------------------|------------|------------|--------------------|------------------|-------------------------|------------------|------------------|-------------------------|------------------|
| | \$ (cents) | Properties | Value | Revenue | Interim Rate Revenue | Revenue | Revenue | Interim Rate Revenue | Revenue |
| | | | | \$ | \$ | \$ | \$ | \$ | \$ |
| Gross rental value | | | | | | | | | |
| Townsite | 0.076182 | 106 | 1,159,333 | 113,377 | 0 | 113,377 | 111,872 | 287 | 112,159 |
| Mining | 0.107240 | 1 | 3,144,000 | 304,025 | 0 | 304,025 | 304,025 | 0 | 304,025 |
| Unimproved value | | | | | | | | | |
| Rural | 0.012152 | 258 | 155,050,000 | 2,343,702 | 0 | 2,343,702 | 2,342,918 | 0 | 2,342,918 |
| Mining | 0.295015 | 39 | 2,600,348 | 840,603 | 0 | 840,603 | 840,603 | 0 | 840,603 |
| Exploration | 0.179321 | 35 | 268,702 | 59,046 | 0 | 59,046 | 58,324 | (10,706) | 47,618 |
| Sub-Total | | 439 | 162,222,383 | 3,660,753 | 0 | 3,660,753 | 3,657,743 | (10,419) | 3,647,323 |
| Minimum payment | | | | | | | | | |
| Gross rental value | | | | | | | | | |
| Townsite | 389 | 32 | 27,601 | 11,424 | 0 | 11,424 | 13,056 | 0 | 13,056 |
| Mining | 389 | 2 | 20 | 408 | 0 | 408 | 408 | 0 | 408 |
| Unimproved value | | | | | | | | | |
| Rural | 0 | 11 | 102,300 | 4,488 | 0 | 4,488 | 5,304 | 0 | 5,304 |
| Mining | 0 | 7 | 2,801 | 2,040 | 0 | 2,040 | 2,040 | 0 | 2,040 |
| Exploration | 0 | 24 | 23,162 | 11,424 | 0 | 11,424 | 12,240 | 0 | 12,240 |
| Sub-total | | 76 | 155,884 | 29,784 | 0 | 29,784 | 33,048 | 0 | 33,048 |
| Discount | | | | | | (237,790) | | | (236,915) |
| Amount from general rates | | | | | | 3,452,747 | | | 3,443,456 |
| Ex-gratia rates | | | | | | 27,543 | 27,496 | | 27,496 |
| Total general rates | | | | | | 3,480,290 | | | 3,470,953 |

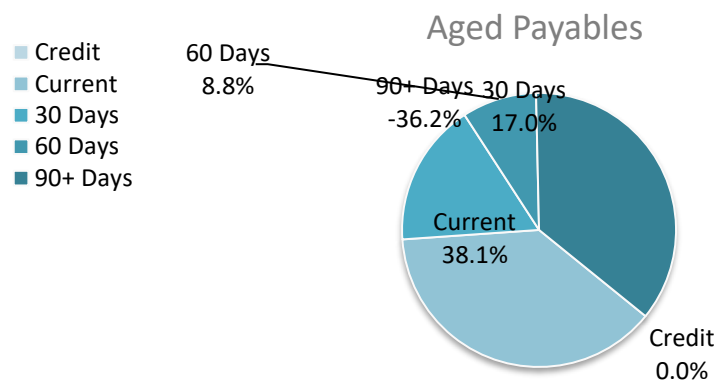
9 PAYABLES

| Payables - general | Credit | Current | 30 Days | 60 Days | 90+ Days | Total |
|---|--------|---------|---------|---------|----------|----------------|
| | \$ | \$ | \$ | \$ | \$ | \$ |
| Payables - general | 0 | 1,383 | 616 | 320 | (1,315) | 1,004 |
| Percentage | 0.0% | 137.7% | 61.3% | 31.9% | -130.9% | |
| Balance per trial balance | | | | | | |
| Payables, current | 0 | 115,326 | 0 | 0 | 0 | 115,326 |
| ATO liabilities | 0 | 26,315 | 0 | 0 | 0 | 26,315 |
| Prepaid rates | 0 | 22,776 | 0 | 0 | 0 | 22,776 |
| Licencing | 0 | (487) | 0 | 0 | 0 | (487) |
| Total payables general outstanding | | | | | | 175,197 |

Amounts shown above include GST (where applicable)

KEY INFORMATION

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



11 BORROWINGS

Repayments - borrowings

| Information on borrowings Particulars | | New Loans | | | Principal Repayments | | Principal Outstanding | | Interest Repayments | |
|--|----------|------------------|------------------|------------------|----------------------|-----------------|-----------------------|------------------|---------------------|-----------------|
| | | 1 July 2024 | Actual | Budget | Actual | Budget | Actual | Budget | Actual | Budget |
| | Loan No. | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| CHA Housing | 96 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 5 | 0 |
| John Street Subdivision | 98 | 126,515 | 0 | 0 | (28,456) | (28,456) | 98,059 | 98,059 | (9,300) | (8,450) |
| Council Housing | 99 | 1,000,000 | 0 | 0 | (29,465) | (29,465) | 970,535 | 970,535 | (55,925) | (58,334) |
| Shop Development | 100 | 0 | 1,500,000 | 1,500,000 | 0 | 0 | 1,500,000 | 1,500,000 | 0 | 0 |
| GROH Housing | 101 | 0 | 600,000 | 600,000 | 0 | 0 | 600,000 | 600,000 | 0 | 0 |
| Total | | 1,126,515 | 2,100,000 | 2,100,000 | (57,921) | (57,921) | 3,168,594 | 3,168,594 | (65,220) | (66,784) |
| Current borrowings | | 57,921 | | | | | 0 | | | |
| Non-current borrowings | | 1,068,594 | | | | | 3,168,594 | | | |
| | | 1,126,515 | | | | | 3,168,594 | | | |

All debenture repayments were financed by general purpose revenue.

KEY INFORMATION

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

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

12 OTHER CURRENT LIABILITIES

| | Note | Opening Balance 1 July 2024 | Liability transferred from/(to) non current | Liability Increase | Liability Reduction | Closing Balance 31 May 2025 |
|---|------|-----------------------------------|--|-----------------------|------------------------|-----------------------------------|
| | | \$ | \$ | \$ | \$ | \$ |
| Other current liabilities | | | | | | |
| Other liabilities | | | | | | |
| Contract liabilities | | 1,040,935 | 0 | 1,276,133 | (2,046,936) | 270,132 |
| Capital grant/contributions liabilities | | 13,511 | 0 | 16,985 | (21,120) | 9,376 |
| Total other liabilities | | 1,054,446 | 0 | 1,293,118 | (2,068,056) | 279,508 |
| Employee Related Provisions | | | | | | |
| Employee provisions | | 254,753 | 0 | 0 | 0 | 254,753 |
| Total Provisions | | 254,753 | 0 | 0 | 0 | 254,753 |
| Total other current liabilities | | 1,309,199 | 0 | 1,293,118 | (2,068,056) | 534,261 |

Amounts shown above include GST (where applicable)

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

KEY INFORMATION

Provisions

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

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

Employee Related Provisions

Short-term employee benefits

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

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

Other long-term employee benefits

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

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

Contract liabilities

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

Capital grant/contribution liabilities

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

13 GRANTS, SUBSIDIES AND CONTRIBUTIONS

| Provider | Program | Unspent grant, subsidies and contributions liability | | | | | Grants, subsidies and contributions revenue | | |
|--|----------------------------|--|-----------------------|-----------------------|--------------|-------------------|---|----------------|----------------|
| | | Liability | Increase in Liability | Decrease in Liability | Liability | Current Liability | Adopted Budget | YTD | YTD |
| | | 1 July 2024 | | (As revenue) | 31 May 2025 | 31 May 2025 | Revenue | Budget | Revenue |
| | | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Grants and subsidies | | | | | | | | | |
| DFES Operating Grant | Law, Order & Public Safety | 0 | 0 | 0 | 0 | 0 | 30,732 | 30,732 | 30,686 |
| Direct Grant | Transport | 0 | 0 | 0 | 0 | 0 | 333,103 | 333,103 | 333,103 |
| Grants Commission Grant | General purpose funding | 0 | 0 | 0 | 0 | 0 | 228,150 | 228,149 | 228,149 |
| Untied Road Grant | General purpose funding | 0 | 0 | 0 | 0 | 0 | 105,608 | 105,608 | 105,607 |
| Doantion Bush Telegraph Committee | General purpose funding | 13,511 | 0 | (4,135) | 9,376 | 9,376 | 0 | 0 | 4,135 |
| Volunteers & Seniors Grants | Community Services | 0 | 0 | 0 | 0 | 0 | 25,650 | 25,650 | 27,150 |
| Vault Minerals Sponsorship Festival of Halls | Community Services | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 2,000 |
| Main Roads Street Lighting Subsidy | Transport | 0 | 0 | 0 | 0 | 0 | 3,350 | 3,350 | 3,341 |
| Regional Childcare (Reed Perenjori Project) | Education | 0 | 16,985 | (16,985) | 0 | 0 | 0 | 0 | 16,985 |
| | | 13,511 | 16,985 | (21,120) | 9,376 | 9,376 | 726,593 | 726,592 | 751,156 |

14 CAPITAL GRANTS, SUBSIDIES AND CONTRIBUTIONS

| Provider | Program | Capital grant/contribution liabilities | | | | Capital grants, subsidies and contributions revenue | | |
|--|-------------------------|--|------------------|--------------------|----------------|---|------------------|------------------|
| | | Liability | Increase in | Decrease in | Liability | Adopted | YTD | YTD |
| | | 1 July 2024 | Liability | Liability | 31 May 2025 | Budget | Budget | Revenue |
| | | \$ | \$ | (As revenue) | \$ | Revenue | \$ | Actual |
| Capital grants and subsidies | | | | | | | | |
| LR&CIP Funding | General Purpose Funding | 540,935 | 0 | (540,935) | 0 | 901,557 | 604,042 | 562,726 |
| Department of Industry (Evacuation Centre Grant) | General Purpose Funding | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| DFES Resilience Grant | Community Amenities | 500,000 | 0 | (500,000) | (0) | 500,000 | 500,000 | 500,000 |
| Regional Road Group Funding | Transport | 0 | 280,533 | (280,533) | 0 | 548,000 | 516,665 | 517,333 |
| Roads To Recovery Funding | Transport | 0 | 941,475 | (777,725) | 163,750 | 941,475 | 784,560 | 777,725 |
| Mid West Secondary Grain Freight Network Grant | Transport | 0 | 0 | 0 | 0 | 3,739,359 | 3,739,355 | 3,794,932 |
| EV Charging Ststion | Transport | 0 | 0 | 0 | 0 | 6,600 | 6,600 | 0 |
| Deparment Sport and Rec | Recreation and Culture | 0 | 0 | 0 | 0 | 100,000 | 0 | 0 |
| Lottery West | Recreation and Culture | 0 | 115,458 | (9,076) | 106,382 | 115,458 | 10,000 | 9,076 |
| | | 1,040,935 | 1,337,466 | (2,108,269) | 270,132 | 6,852,449 | 6,161,222 | 6,161,792 |

SHIRE OF PERENJORI
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2025

15 TRUST FUND

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

| Description | Opening Balance | Amount | Amount | Closing Balance |
|----------------------------------|--------------------|--------------|-----------------|--------------------|
| | 1 July 2024 | Received | Paid | 31 May 2025 |
| | \$ | \$ | \$ | \$ |
| Mount Gibson Public Benefit Fund | 276,889 | 4,276 | (71,422) | 209,743 |
| | 276,889 | 4,276 | (71,422) | 209,743 |

SHIRE OF PERENJORI
SUPPLEMENTARY INFORMATION
FOR THE PERIOD ENDED 31 MAY 2025

16 BUDGET AMENDMENTS

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

| Description | Council Resolution | Classification | Non Cash Adjustment | Increase in Available Cash | Decrease in Available Cash | Amended Budget Running Balance |
|---|--------------------|--------------------|---------------------|----------------------------|----------------------------|--------------------------------|
| | | | \$ | \$ | \$ | \$ |
| Budget adoption | | Surplus/(Deficit) | | 42,453 | | 42,453 |
| Budget Review Operating Revenue | | Operating revenue | | | (790,395) | (747,942) |
| Budget Review Operating Expenditure | | Operating expenses | | 838,453 | | 90,511 |
| Budget Review Capital Grants and Subsidies | | Operating revenue | | 1,191,470 | | 1,281,981 |
| Budget Review Capital Works | | Capital expenses | | | (1,069,286) | 212,695 |
| Budget Review Proceeds from New Borrowings | | Operating revenue | | 100,000 | | 312,695 |
| Budget Review Transfers from Reserves | | Operating revenue | | | (262,070) | 50,625 |
| Budget Review Non Cash Depreciation, Profit, Loss | | Operating revenue | | 5,000 | | 55,625 |
| Budget Review Transfers to Reserves | | Non cash item | | | (55,625) | 0 |
| | | | | 2,177,376 | (2,177,376) | 0 |

12.2 SCHEDULE OF FINANCIAL ACTIVITY FOR THE PERIOD ENDED 31 MAY 2025

| | |
|--------------------------------|---|
| Applicant: | Shire of Perenjori |
| File: | ADM 0082 |
| Report Date: | 19 June 2025 |
| Disclosure of Interest: | |
| Voting Requirements: | Simple Majority |
| Author: | Gypsie Douglas – Finance Officer |
| Responsible Officer: | Ally Bryant – Finance Manager |
| Attachments: | 12.2.1 - Accounts for Payment 31 May 2025 12.2.2 – Corporate Credit Card Statement & Breakdown (NAB) |

Summary

Council is presented the list of payments made from the Municipal, Trust and Reserve Accounts under delegation since the last Ordinary Council Meeting.

Background

Council delegates authority to the Chief Executive Officer annually:

To make payments from Trust, Reserve and Municipal Fund;

To purchase goods and services to a value of not more than \$250,000;

Statutory Environment

Local Government Act 1995

S6.5. Accounts and records

Local Government (Financial Management) Regulations 1996

R11. Payments, procedures for making etc.

R12. Payments from municipal fund or trust fund, restrictions on making

(1) A payment may only be made from the municipal fund or the trust fund —

(a) if the local government has delegated to the CEO the exercise of its power to make payments from those funds — by the CEO; or

(b) otherwise, if the payment is authorised in advance by a resolution of the council.

(2) The council must not authorise a payment from those funds until a list prepared under regulation 13(2) containing details of the accounts to be paid has been presented to the council.

S13. Payments from municipal fund or trust fund by CEO, CEO's duties as to etc.

(1) If the local government has delegated to the CEO the exercise of its power to make payments from the municipal fund or the trust fund, a list of accounts paid by the CEO is to be prepared each month showing for each account paid since the last such list was prepared —

(a) the payee's name; and

(b) the amount of the payment; and

(c) the date of the payment; and

(d) sufficient information to identify the transaction.

(2) A list of accounts for approval to be paid is to be prepared each month showing —

(a) for each account which requires council authorisation in that month —

(i) the payee's name; and

(ii) the amount of the payment; and

(iii) sufficient information to identify the transaction; and

(b) the date of the meeting of the council to which the list is to be presented.

(3) A list prepared under sub-regulation (1) or (2) is to be —

- (a) presented to the council at the next ordinary meeting of the council after the list is prepared; and
- (b) recorded in the minutes of that meeting.

Policy Implications

Nil

Council Policy Compliance

Payments are checked to ensure compliance with Council's Purchasing Policy Number 4007 – Procurement Policy.

Financial Implications

All payments are made in accordance with the adopted annual budget.

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Consultation

Paul Anderson – Chief Executive Officer

Ally Bryant – Finance Manager

Officer Comment

Accounts paid for the month ending 31 May 2025.

| Municipal Account | |
|----------------------|---------------------|
| EFT 18910 - 19024 | \$406,083.99 |
| Direct Debits | \$118,763.44 |
| Cheques | \$0.00 |
| Corporate MasterCard | \$2,575.70 |
| Bank Fees | \$ 417.05 |
| Total | \$527,840.18 |

| Trust Account – Mt Gibson Public Benefit Funds | |
|--|---------------|
| EFT – Transfer to another account (Close Term Deposit) | \$0.00 |
| Cheques | \$0.00 |
| Bank Fees | \$0.00 |
| Total | \$0.00 |

Totalling **\$527,840.18** from *Municipal* and *Trust Accounts* for the month ending **31 May 2025**.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved: Seconded:

That the cheques and electronic payments as per the attached schedules of accounts for payment totaling \$527,840.18 (Five hundred and twenty seven thousand, eight hundred and forty dollars and eighteen cents) be accepted.

Motion put and carried / lost

For:

Against:

[Next Item](#)

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|---------------------------|-------------|--|---|----------------------|-----------------------|---------------|
| 483 | 31/05/2025 | FEE GST - BANK FEES WITH GST | BPAY CHARGES | M | | 32.56 |
| 485 | 30/05/2025 | EFT GST - EFTPOS FEES WITH GST | EFTPOS FEES WITH GST | M | | 68.61 |
| 485 | 30/05/2025 | EFT GST - EFTPOS FEES WITH GST | EFTPOS FEES WITH GST | M | | 234.15 |
| 485 | 30/05/2025 | BANK FEES - BANK FEES NO GST | NAB CONNECT FEE | M | | 24.09 |
| 485 | 30/05/2025 | BANK FEES - BANK FEES NO GST | BPAY CHARGE | M | | 24.64 |
| 485 | 30/05/2025 | EFT GST - EFTPOS FEES WITH GST | ACCOUNT FEE | M | | 33.00 |
| EFT18910 | 01/05/2025 | AMPAC DEBT RECOVERY | Debt recovery charges - Rates | M | | 2,347.02 |
| EFT18911 | 01/05/2025 | AQUATIC SERVICES WA PTY LTD | Inspect & Provide report on pool - PJ Swimming Pool | M | | 1,650.00 |
| EFT18912 | 01/05/2025 | COLIN MURRICE BRYANT | Travel for council meeting - 16/04/2025 | M | | 108.92 |
| EFT18913 | 01/05/2025 | DANIEL KEVIN BRADFORD | Travel for council meeting - 16/04/2025 | M | | 83.17 |
| EFT18914 | 01/05/2025 | DEPARTMENT OF FIRE & EMERGENCY SERVICES PERTH | ESLB 3rd Qtr Contribution | M | | 14,121.30 |
| EFT18915 | 01/05/2025 | DONGARA MID WEST WASTE | Pump out sewerage tanks & dump point - Oval/Pav | M | | 3,600.00 |
| EFT18916 | 01/05/2025 | E & MJ ROSHER PTY LTD | Oil, fuel & Element filters - PJ1564 | M | | 614.94 |
| EFT18917 | 01/05/2025 | ECOMULCH | Supply & Deliver 50m3 of mulch - Supermarket | M | | 7,040.00 |
| EFT18918 | 01/05/2025 | GERALDTON MOWER & REPAIR SPECIALIST | Honda rope & Recoil - PJ1599 | M | | 111.40 |
| EFT18919 | 01/05/2025 | GH COUNTRY COURIER | Freight - Batavia Trimmers, Geraldton Mowers, Geraldton Lock & Key | M | | 123.42 |
| EFT18920 | 01/05/2025 | GNC QUALITY PRECAST | Headwalls to suit concrete pipe & delivery – Lochada Rd | M | | 28,619.80 |
| EFT18921 | 01/05/2025 | INDEPENDENT RURAL PTY LTD | Cleaning supplies & toilet roll - C/Park. Garden supplies – P&G | M | | 238.88 |

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|---------------------------|-------------|--|--|----------------------|-----------------------|---------------|
| EFT18922 | 01/05/2025 | JUDE SUTHERLAND | Travel for council meeting - 16/04/2025 | M | | 37.63 |
| EFT18923 | 01/05/2025 | LESLIE DEREK HEPWORTH | Travel for council meeting - 16/04/2025 | M | | 29.71 |
| EFT18924 | 01/05/2025 | LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA | Report Writing for Local Government - Adim Hajat | M | | 1,300.00 |
| EFT18925 | 01/05/2025 | MORAWA DISTRICT HIGH SCHOOL BAND COMMITTEE | Anzac Day Performance | M | | 250.00 |
| EFT18926 | 01/05/2025 | PATIENCE SANDLAND PTY LTD | Supply & Deliver 26T white sand - P & G | M | | 6,688.46 |
| EFT18927 | 01/05/2025 | PERENJORI COMMUNITY RESOURCE CENTRE | Stationery, HDMI cable & TV - Depot & Admin | M | | 380.99 |
| EFT18928 | 01/05/2025 | PJC SERVICES & CO PLUMBING & GAS | Repairs to toilet cistern & taps - 50 Russell St - 24/07/2024 | M | | 550.00 |
| EFT18929 | 01/05/2025 | REED REGIONAL EARLY EDUCATION AND DEVELOPMENT INC | Dept of Communities Grant & Retention Package - PECC | M | | 18,683.58 |
| EFT18930 | 01/05/2025 | REPCO AUTO PARTS | Freight - P1674 - Depot | M | | 15.00 |
| EFT18931 | 01/05/2025 | RJ & LJ KING | Tyres - PJ1572, PJ1567 & Tyre Repairs – PJ1525 | M | | 695.20 |
| EFT18932 | 01/05/2025 | STABILISED PAVEMENTS OF AUSTRALIA PTY LTD | Warriedar Coppermine Road stabilisation works | M | | 73,471.11 |
| EFT18933 | 01/05/2025 | TEAM GLOBAL EXPRESS PTY LTD | Freight – State Library, Herseys, Winc, E & MJ Rosher & T-Quip | M | | 395.77 |
| EFT18934 | 01/05/2025 | TREE TECH AUSTRALIA | Tree Pruning – Townsite & Maya South West Rd | M | | 27,205.20 |
| EFT18935 | 01/05/2025 | WALLACE PLUMBING AND GAS PTY LTD | Supply & Install x 2 Basin Taps - 4 John St. Provide drain point & supply water for dish washer & install kitchen sink tap – 19 Hesford St. | M | | 1,221.68 |
| EFT18936 | 01/05/2025 | WESTERN AUSTRALIAN LOCAL GOVERNMENT ASSOCIATION | WALGA CEO Recruitment Training Onsite - 03/04/2025 | M | | 7,049.26 |
| EFT18937 | 01/05/2025 | ZED ELECT | Provide dishwasher powerpoint - 19 Hesford St. Supply & install ceiling fan with light – 11A Livingstone St | M | | 1,108.09 |

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|---------------------------|-------------|---|---|----------------------|-----------------------|---------------|
| EFT18938 | 15/05/2025 | ABROLHOS STEEL | Aluminium lengths x 4 - Pool | M | | 206.36 |
| EFT18939 | 15/05/2025 | ADVANCED METALS TECH GROUP PTY LTD | Rates refund for assessment A15285 E70/05957 MINING TENEMENT PERENJORI WA 6620 | M | | 4,635.82 |
| EFT18940 | 15/05/2025 | APPLIED SATELLITE TECHNOLOGY AUSTRALIA PTY LTD | Monthly Subscription & AST Service Fee - May 25 | M | | 92.00 |
| EFT18941 | 15/05/2025 | AUSTRALIA POST | Monthly Postage Fees - April 25 | M | | 156.66 |
| EFT18942 | 15/05/2025 | AUSTRALIAN TAXATION OFFICE | BAS April - 25 | M | | 16,238.00 |
| EFT18943 | 15/05/2025 | BOB WADDELL & ASSOCIATES PTY LTD | Rates services - w/e 04/05/2025 | M | | 1,012.00 |
| EFT18944 | 15/05/2025 | BOC LIMITED | Monthly gas bottle rental - April 25 | M | | 67.56 |
| EFT18945 | 15/05/2025 | BRIDGESTONE SERVICE CENTRE | Wheel Alignment - 1500PJ | M | | 110.00 |
| EFT18946 | 15/05/2025 | BURGESS RAWSON (WA) PTY LTD | L3206 Fowler St & L808 Latham Standpipe - water usage 11/02/2025-08/04/2025 | M | | 3,161.57 |
| EFT18947 | 15/05/2025 | CANINE CONTROL | Ranger Services - 15/04/2025 & 01/05/2025 | M | | 1,819.84 |
| EFT18948 | 15/05/2025 | CRANECORP AUSTRALIA PTY LTD | Quarterly Tagging of Lift Equipment - Depot | M | | 1,107.87 |
| EFT18949 | 15/05/2025 | DONGARA MID WEST WASTE | Pump septic & leach - 2 John St | M | | 3,200.00 |
| EFT18950 | 15/05/2025 | GH COUNTRY COURIER | Freight – TWW & CNW | M | | 103.62 |
| EFT18951 | 15/05/2025 | GREAT SOUTHERN FUEL | Grease - Depot | M | | 442.75 |
| EFT18952 | 15/05/2025 | IKONYX MEDICAL SERVICES PTY LTD | Medical Practice Support Retainer - May 25 | M | | 2,291.66 |
| EFT18953 | 15/05/2025 | INDEPENDENT RURAL PTY LTD | Truck battery - PJ1564, Garden supplies – P&G | M | | 564.92 |
| EFT18954 | 15/05/2025 | INTEGRATED ICT | Monthly subscriptions - April 25 | M | | 9,874.75 |
| EFT18955 | 15/05/2025 | J'S HARDWARE & GIFTS | Hardware & Garden Supplies - April 25 | M | | 941.18 |

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|---------------------------|-------------|---|--|----------------------|-----------------------|---------------|
| EFT18956 | 15/05/2025 | KATS RURAL | Pull handles - 42A & B Russell St | M | | 33.90 |
| EFT18957 | 15/05/2025 | LANDGATE - VALUATIONS | GRV Interim Valuations Schedule G2025/01, Mining Tenements Schedule M2025/02 | M | | 136.90 |
| EFT18958 | 15/05/2025 | MCLEODS LAWYERS | Road User Agreement: Karara Mining Trial Proposal: Terra Mining & Supermarket Lease - Legal Fees | M | | 3,102.00 |
| EFT18959 | 15/05/2025 | MICHAEL LUPARDO T/A ALLGLO PAINTING CONTRACTORS | Full internal repaint of walls, trim & ceilings - unit 1 /137 North Rd Painting gutters - Lodge | M | | 4,500.00 |
| EFT18960 | 15/05/2025 | MOODY L & K PTY LTD T/A GERALDTON LOCK & KEY | Lock System - PJ Masonic Lodge | M | | 293.74 |
| EFT18961 | 15/05/2025 | MORAWA MEDICAL CENTRE | Review Appointment for Jayden Shaddick - 1/5/25 | M | | 102.00 |
| EFT18962 | 15/05/2025 | MORAWA REFRIGERATION | Bond Refund - Incubator 3 | M | | 208.00 |
| EFT18963 | 15/05/2025 | NAPA | Alternator - PJ1564. Wiper blades – PJ1578 | M | | 597.85 |
| EFT18964 | 15/05/2025 | OAKSTAR ASSET PTY LTD | 100m3 fill sand - Supermarket | M | | 715.00 |
| EFT18965 | 15/05/2025 | OMNICOM MEDIA GROUP AUSTRLIA PTY LTD (MARKETFORCE) | Advert CEO Position - The West Australian 29/3/25 | M | | 1,499.26 |
| EFT18966 | 15/05/2025 | ON HOLD ON LINE | Monthly On Hold Messages - April 25 | M | | 77.00 |
| EFT18967 | 15/05/2025 | PERENJORI MEDICAL CENTRE | Pre-Placement Medical for Billie-Rae Lucas - 06/05/2025. Emergency appointment for Jayden Shaddick – 29/04/2025 | M | | 501.50 |
| EFT18968 | 15/05/2025 | REPCO AUTO PARTS | Trailer plugs, socket & Jocky wheel - PJ1525, PJ1559 & PJ1582 | M | | 223.30 |
| EFT18969 | 15/05/2025 | RJ & LJ KING | Grease - Kubota Mower & Depot. Tyres – PJ1526 | M | | 937.81 |
| EFT18970 | 15/05/2025 | SALTBUSH CONTRACTING | Karara Rd Grading - 24/11/2024 to 28/11/2024 | M | | 11,962.50 |
| EFT18971 | 15/05/2025 | SINCH MESSAGEMEDIA | Monthly Messaging Service - April 25 | M | | 151.80 |

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|---------------------------|-------------|----------------------------------|---|----------------------|-----------------------|---------------|
| EFT18972 | 15/05/2025 | TOTALLY WORKWEAR | Protective Boots - Depot | M | | 196.60 |
| EFT18973 | 15/05/2025 | TRUCKLINE | Brake Booster, U-Bolt & Hubodometer - PJ1525, PJ1559 & PJ6034 | M | | 749.57 |
| EFT18974 | 15/05/2025 | TUTT BRYANT EQUIPMENT | Various Filters - PJ1501 | M | | 962.39 |
| EFT18975 | 15/05/2025 | WINC AUSTRALIA PTY LIMITED | Monthly Meter Charges - April 25 | M | | 61.63 |
| EFT18976 | 15/05/2025 | WURTH AUSTRALIA PTY LTD | Spray, primer, washers, screws, paints, soldering gun, ratchet & pump bottle plus freight - Depot | M | | 497.92 |
| EFT18977 | 15/05/2025 | ZED ELECT | Install new sewage transfer pump control board & upgrade existing DB - C/Park. Genset changeover to auto start – C/Park | M | | 3,190.15 |
| EFT18978 | 15/05/2025 | TELSTRA CORPORATION LIMITED | Telephone charges to 15/04/2025 - PJ Fire Station | M | | 52.49 |
| EFT18979 | 29/05/2025 | ALL DECOR | Supply & install flooring – Unit 1 & 2 North Rd. Repairs to flooring - Chalet 4 | M | | 6,952.00 |
| EFT18980 | 29/05/2025 | AMPAC DEBT RECOVERY | Commissions - April 25 | M | | 202.74 |
| EFT18981 | 29/05/2025 | AUSTRALIAN ELECTORAL COMMISSION | Refund Bond for Latham Community Centre | M | | 160.00 |
| EFT18982 | 29/05/2025 | AVON WASTE | Waste removal - April 25 | M | | 3,045.60 |
| EFT18983 | 29/05/2025 | BOB WADDELL & ASSOCIATES PTY LTD | Rates services - w/e 11/05/2025, 18/05/2025, 25/05/2025 | M | | 1,892.00 |
| EFT18984 | 29/05/2025 | BRIDGESTONE SERVICE CENTRE | Wheel alignment - PJ1567 | M | | 110.00 |
| EFT18985 | 29/05/2025 | CANINE CONTROL | Ranger services - 19/05/2025 | M | | 909.92 |
| EFT18986 | 29/05/2025 | CHLOE HELEN SCOTT | Fit for Life Program - Aquafit classes x4 - Feb & March 25 | M | | 933.00 |
| EFT18987 | 29/05/2025 | CJD EQUIPMENT | Wheel Alignment - PJ1574 | M | | 385.00 |
| EFT18988 | 29/05/2025 | CNW PTY LTD | Exhaust fan – Depot. Light – Sports Club. Isolator – 8B John St. Double GPO – Memorial Park. Smoke alarms, connectors, tape | M | | 790.85 |

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|---------------------------|-------------|--|---|----------------------|-----------------------|---------------|
| | | | - C/Park Village | | | |
| EFT18989 | 29/05/2025 | CONQUEST GROUP OF COMPANIES PTY LTD | Sandblasting & painting of fuel pod - PJ1570 | M | | 602.61 |
| EFT18990 | 29/05/2025 | DEPARTMENT OF FIRE & EMERGENCY SERVICES PERTH | ESLB Qtr4 Contributions | M | | 4,707.10 |
| EFT18991 | 29/05/2025 | E & MJ ROSHER PTY LTD | Comp lock, handle & freight - PJ1564 | M | | 432.73 |
| EFT18992 | 29/05/2025 | GERALDTON PARTS | Eyenut, rod & washer - PJ1527 | M | | 57.30 |
| EFT18993 | 29/05/2025 | GH COUNTRY COURIER | Freight – CNW & Reece | M | | 132.00 |
| EFT18994 | 29/05/2025 | GREENFIELD TECHNICAL SERVICES | Ongoing Superintendent Representative & Civil Engineer services - April 25 | M | | 2,722.50 |
| EFT18995 | 29/05/2025 | Geraldton Air Compressors | Compressor Inspections - Depot, PJ1574 & PJ1549 | M | | 1,804.00 |
| EFT18996 | 29/05/2025 | HERSEY'S SAFETY PTY LTD | Rags, tapes, tube kit, tyre inflator & cable ties - Depot | M | | 955.48 |
| EFT18997 | 29/05/2025 | INDEPENDENT RURAL PTY LTD | Toilet rolls & washing powder - C/Park. Outside staff uniform. Garden supplies – P&G | M | | 1,114.47 |
| EFT18998 | 29/05/2025 | INTEGRATED ICT | Monthly subscriptions - May 25 | M | | 3,841.64 |
| EFT18999 | 29/05/2025 | JUDE SUTHERLAND | Presidents Allowance - 01/01/25 to 30/06/25 | M | | 10,855.00 |
| EFT19000 | 29/05/2025 | KINGS WA PTY LTD | Maintenance Grading Labour Hire on Syson & Spencer Rd - 01/04/2025 | M | | 731.50 |
| EFT19001 | 29/05/2025 | LESLIE DEREK HEPWORTH | Deputy Presidents Allowance - 01/01/25 to 30/06/25 | M | | 2,713.50 |
| EFT19002 | 29/05/2025 | LOCAL GOVERNMENT PROFESSIONALS AUSTRALIA WA | Local Government Careers Campaign - Band 4 Supporter | M | | 1,375.00 |
| EFT19003 | 29/05/2025 | MARTIN JOHN LUCAS | Gravel x 5000m3 - Syson Rd | M | | 8,250.00 |
| EFT19004 | 29/05/2025 | MITCHELL & BROWN | Front Loader washing machine - PJ Fire Brigade | M | | 888.00 |

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|---------------------------|-------------|---------------------------------------|--|----------------------|-----------------------|---------------|
| EFT19005 | 29/05/2025 | MOBILE MOUSE | Excel Basics Training 04/06/25 - Chloe & Adim | M | | 625.00 |
| EFT19006 | 29/05/2025 | P.D. & J.L. & I.P. SPENCER | Repairs to bowling green lighting tower - PJ Sports Club | M | | 550.00 |
| EFT19007 | 29/05/2025 | PERENJORI ROADHOUSE | Supplies for Anzac Day 2025 – CDO. Milk, water, newspapers - Admin. Cleaning supplies – Pavilion, C/Park & Village, Gym, PECC. Milk & coffee – Depot | M | | 1,133.90 |
| EFT19008 | 29/05/2025 | PETER EGAN CARPENTRY | Removal of asbestos fence & install new fence - Supermarket/CRC. Ceiling repairs & removal of rear entry mesh, install weatherproof doorway – Museum. Bathroom works – Chalet 4. Ensuite works & install solar panel cover & external wall repairs – 2 John St | M | | 23,644.50 |
| EFT19009 | 29/05/2025 | PETER WILLIAM HOLLAND | Rates refund for assessment A457 998 WATSON ROAD LATHAM WA 6616 | M | | 34.12 |
| EFT19010 | 29/05/2025 | PJC SERVICES & CO PLUMBING & GAS | Supply & install hot water unit - C/Park Village. Replace water main – 8A John St. Replace anode – 3 Livingstone St. Replace pump & lid for sewer – 2 John St. Supply & install basin mixer – Unit 22 Village | M | | 8,627.46 |
| EFT19011 | 29/05/2025 | REPCO AUTO PARTS | Filter Kit - 1500PJ | M | | 206.80 |
| EFT19012 | 29/05/2025 | RJ & LJ KING | Tyres x 5 - 1500PJ | M | | 2,293.50 |
| EFT19013 | 29/05/2025 | RUBEK AUTOMATIC DOORS | Carry out service & inspection of automatic doors - Admin, CRC, Pavilion & Medical Centre | M | | 4,683.03 |
| EFT19014 | 29/05/2025 | SIGMA TELFORD GROUP (SIGMA CHEMICALS) | Chemicals - Pool | M | | 3,852.93 |
| EFT19015 | 29/05/2025 | STRATUM CUTTING EDGES | Grader Blades x 20 | M | | 4,070.00 |
| EFT19016 | 29/05/2025 | TARA BRADFORD FITNESS | Fit for Life Program sessions - Mar to May 25 | M | | 1,320.00 |
| EFT19017 | 29/05/2025 | TEAM GLOBAL EXPRESS PTY LTD | Freight – Tutt, Hersey's & Winc | M | | 132.35 |
| EFT19018 | 29/05/2025 | TERRA FORM CONTRACTING | Vegetation Management Hill Rd - 06-08/05/2025 | M | | 16,896.00 |

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|---------------------------|-------------|--|---|----------------------|-----------------------|---------------|
| EFT19019 | 29/05/2025 | TOTALLY WORKWEAR | Safety boots - Depot | M | | 196.60 |
| EFT19020 | 29/05/2025 | WALLACE PLUMBING AND GAS PTY LTD | Repairs to air conditioner - 23 Hesford St | M | | 216.00 |
| EFT19021 | 29/05/2025 | WINC AUSTRALIA PTY LIMITED | Photocopier Meter Charges - 22/04/2025 to 19/05/2025 (6010 & 6004) | M | | 572.82 |
| EFT19022 | 29/05/2025 | WRIGHT SERVICES WA | Supply & Install colour bond fencing & relocate existing gate to new area - 9 Hirshauer St | M | | 3,027.75 |
| EFT19023 | 29/05/2025 | ZED ELECT | Assess leaning pole + make safe temporary. Return with crane + remove - PJ Sports Club | M | | 2,864.40 |
| EFT19024 | 29/05/2025 | TELSTRA CORPORATION LIMITED | Telephone charges to 15/05/2025 - PJ Fire Station | M | | 52.49 |
| DD15384.1 | 06/05/2025 | AWARE SUPER | Payroll deductions | M | | 10,417.26 |
| DD15384.2 | 06/05/2025 | REST INDUSTRY SUPERANNUATION | Superannuation contributions | M | | 306.99 |
| DD15384.3 | 06/05/2025 | AUSTRALIAN RETIREMENT TRUST (SUPER SAVINGS) | Superannuation contributions | M | | 777.46 |
| DD15384.4 | 06/05/2025 | EXPAND EXTRA SUPER | Superannuation contributions | M | | 628.55 |
| DD15384.5 | 06/05/2025 | AUSTRALIAN SUPER | Superannuation contributions | M | | 1,959.62 |
| DD15384.6 | 06/05/2025 | MERCER SUPER TRUST | Superannuation contributions | M | | 657.25 |
| DD15384.7 | 06/05/2025 | HOST PLUS SUPER | Superannuation contributions | M | | 415.01 |
| DD15384.8 | 06/05/2025 | AMP SUPER FUND | Superannuation contributions | M | | 321.63 |
| DD15384.9 | 06/05/2025 | UNISUPER | Superannuation contributions | M | | 293.23 |
| DD15388.1 | 01/05/2025 | WESTNET | Monthly Internet Charge for Museum, Library & Depot - April & May 25 | M | | 123.90 |

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|---------------------------|-------------|---|---|----------------------|-----------------------|---------------|
| DD15388.2 | 02/05/2025 | RMS (Aust) P/L | RMS Online Fees - April 25 | M | | 66.00 |
| DD15388.3 | 01/05/2025 | NODE ONE | N1 Business Fibre - May 25 | M | | 1,100.00 |
| DD15388.4 | 14/05/2025 | Fleetcare Pty Ltd | CESM Ford Ranger - April 25 | M | | 3,622.07 |
| DD15389.1 | 08/05/2025 | TELSTRA CORPORATION LIMITED | Internet charges to 15/04/25 | M | | 58.33 |
| DD15400.1 | 12/05/2025 | WESTERN AUSTRALIAN TREASURY CORPORATION | Loan No. 99A Interest payment - Shire Housing | M | | 40,439.00 |
| DD15401.1 | 14/05/2025 | REFUEL AUSTRALIA | Fuel Card Purchases for April 25 | M | | 23,960.94 |
| DD15401.2 | 09/05/2025 | RMS (Aust) P/L | RMS Cloud & Support - May 25 | M | | 484.00 |
| DD15401.3 | 12/05/2025 | SYNERGY | Electricity usage 19/03/25 - 16/04/25 - Pool | M | | 2,024.21 |
| DD15401.4 | 13/05/2025 | SYNERGY | Electricity usage 20/03/25 to 16/04/25 - C/Park Village | M | | 2,459.28 |
| DD15403.1 | 16/05/2025 | SYNERGY | Electricity usage 21/02/25 to 24/04/25 - Housing, Building & Gardens | M | | 10,508.08 |
| DD15405.1 | 19/05/2025 | SYNERGY | Electricity usage 22/02/25 to 28/04/25 - Latham Community Centre, Oval & FM Tower | M | | 954.44 |
| DD15409.1 | 20/05/2025 | AWARE SUPER | Payroll deductions | M | | 11,018.74 |
| DD15409.2 | 20/05/2025 | REST INDUSTRY SUPERANNUATION | Superannuation contributions | M | | 464.52 |
| DD15409.3 | 20/05/2025 | AUSTRALIAN RETIREMENT TRUST (SUPER SAVINGS) | Superannuation contributions | M | | 744.05 |
| DD15409.4 | 20/05/2025 | EXPAND EXTRA SUPER | Superannuation contributions | M | | 545.62 |
| DD15409.5 | 20/05/2025 | AUSTRALIAN SUPER | Superannuation contributions | M | | 2,002.77 |
| DD15409.6 | 20/05/2025 | MERCER SUPER TRUST | Superannuation contributions | M | | 657.25 |

Shire of Perenjori
Local Government Act 1995
Accounts for Payment for Month Ended 31 May 2025

| Cheque /EFT No | Date | Name | Invoice Description | Bank Code | INV Amount | Amount |
|-------------------|------------|-----------------|--|--------------|---------------|-------------------|
| DD15409.7 | 20/05/2025 | HOST PLUS SUPER | Superannuation contributions | M | | 395.05 |
| DD15409.8 | 20/05/2025 | AMP SUPER FUND | Superannuation contributions | M | | 321.63 |
| DD15409.9 | 20/05/2025 | UNISUPER | Superannuation contributions | M | | 293.23 |
| DD15413.1 | 22/05/2025 | SYNERGY | Electricity usage 22/02/25-01/05/25 - Latham Hall | M | | 139.47 |
| DD15420.1 | 26/05/2025 | NAB CREDIT CARD | Credit Card purchases 29/03/25 to 29/04/25 | M | | 2,575.70 |
| DD15420.2 | 23/05/2025 | SYNERGY | Electricity usage 22/02/25-28/04/25 - Airstrip | M | | 134.43 |
| DD15420.3 | 28/05/2025 | SYNERGY | Electricity usage 22/02/25-01/05/25 - Latham Gardens | M | | 469.43 |
| | | | TOTAL | | | 527,840.18 |



Statement for

NAB Low Rate Business Card

NAB Commercial Cards Centre - GPO Box 9992 Melbourne Victoria 3001

Tel 13 10 12 8am - 8pm AEST & AEDT Monday to Friday, 9am - 6pm AEST & AEDT Saturday and Sunday

Fax 1300 363 658

Lost & Stolen cards: 1800 033 103 (24 hours within Australia only)



837351

SHIRE OF PERENJORI

PO BOX 22

PERENJORI WA 6620

Statement Period

30 April 2025 to 28 May 2025

Company Account No:

4336 8799 1062 5536

Facility Limit:

\$22,000

Your Account Summary

| | |
|---|----------------------|
| Balance from previous statement | \$2,575.70 DR |
| Payments and other credits | \$2,575.70 CR |
| Purchases, cash advances and other debits | \$2,187.80 DR |
| Interest and other charges | \$180.00 DR |
| Closing Balance | \$2,367.80 DR |

Monthly payment - due by **23 June 2025** \$59.20

Total minimum payment \$59.20

**YOUR DIRECT DEBIT PAYMENT OF \$2,367.80 WILL BE
CHARGED TO ACCOUNT 000086643- 0000975069649 ON
23/06/2025 AS PER OUR AGREEMENT.**

see reverse for transaction details



0083461 1484336879910625536 / E-37351 S-63215 I-126429

4336879910625536 / E-37351 S-63215 I-126430

Transaction record for: **Billing account**

| Date | Amount A\$ | Details | Reference |
|------------------------|---------------|----------------------|-------------|
| 26 May 2025 | \$2,575.70 CR | DIRECT DEBIT PAYMENT | 74336875143 |
| Total for this Period: | \$2,575.70 CR | | |



NAB Telephone Banking: transfer funds by phone from your nominated NAB accounts to your NAB Low Rate Business Card account. Phone 13 10 12, between 7am and 9pm AEST, Monday to Friday, 8am and 6pm AEST, Saturday and Sunday



NAB Internet Banking: transfer funds from your NAB cheque or savings account to your NAB Low Rate Business Card account using NAB Internet Banking at nab.com.au



NAB ATM: Transfer funds from your linked NAB accounts to your NAB Credit Card account. You must have a Personal Identification Number (PIN)



Billers Code: 1008. Ref: Select the card number you are making the payment to. Contact your participating bank, credit union or building society to make this payment from your cheque or savings account. BPAY payments may be delayed until the next banking business day, due to processing cut-off times. Maximum BPAY payment amount is AU \$100,000 per payment.

Cardholder summary

If you have recently switched to a new product or had a Lost/Stolen replacement of your card, your cardholder summary may not reconcile with the account balance. The closing balance in “Your Account Summary” section of this statement reflects your correct balance and amount payable. Please login to your Internet Banking or NAB Connect account to review your most up to date transaction listing.

| Cardholder account | Cardholder name | Credit limit | Payments and other credits (A) | Purchases and cash advances (B) | Interest and other charges (C) | Net Totals (B + C - A) |
|---------------------|----------------------|--------------|--------------------------------|---------------------------------|--------------------------------|------------------------|
| 4336-8757-3662-2053 | MR PAUL GREGORY ANDE | \$15,000 | \$0.00 | \$794.04 | \$60.00 | \$854.04 |
| 4336-8757-3662-2061 | MS NOLA LEANNE COMER | \$5,000 | \$0.00 | \$1,393.76 | \$60.00 | \$1,453.76 |
| 4336-8757-3662-3853 | RICHARD LAWRENCE RYA | \$2,000 | \$0.00 | \$0.00 | \$60.00 | \$60.00 |
| 4336-8799-1062-5536 | BILLING ACCOUNT | \$0 | \$2,575.70 CR | \$0.00 | \$0.00 | \$2,575.70 CR |
| | | | \$2,575.70 CR | \$2,187.80 DR | \$180.00 DR | \$207.90 CR |

Transaction type

Promotional Offer
Purchase

Annual percentage rate

0.0000%
13.250%

Daily percentage rate

0.00000%
0.03630%



Statement for

NAB Low Rate Business Card

NAB Commercial Cards Centre - GPO Box 9992 Melbourne Victoria 3001

Tel 13 10 12 8am - 8pm AEST & AEDT Monday to Friday, 9am - 6pm AEST & AEDT Saturday and Sunday

Fax 1300 363 658

Lost & Stolen Cards: 1800 033 103 (24 hours, 7 days a week)

Cardholder Details

Cardholder Name: MR PAUL GREGORY ANDERSON

Account No: 4336 8757 3662 2053

Statement Period: 30 April 2025 to 28 May 2025

Cardholder Limit: \$15,000

Transaction record for: MR PAUL GREGORY ANDERSON

| Date | Amount A\$ | Details | Explanation | Amount NOT subject to GST | Amount subject to GST | GST component (1/11th of the amount subject to GST) | Reference |
|------------------------------|-----------------|------------------------------|---------------|---------------------------|-----------------------|---|-------------|
| 5 May 2025 | \$90.00 | Garmin Eastern Creek | | | | | 74071915122 |
| 20 May 2025 | \$704.04 | EAGERS WA PTY LTD ROCKINGHAM | | | | | 74564455139 |
| 28 May 2025 | \$60.00 | ANNUAL FEE | | | | | 74336875148 |
| Total for this period | \$854.04 | | Totals | | | | |

Employee declaration

I verify that the above charges are a true and correct record in accordance with company policy

Cardholder signature: _____ Date: _____



Statement for
NAB Low Rate Business Card
NAB Commercial Cards Centre - GPO Box 9992 Melbourne Victoria 3001
Tel 13 10 12 8am - 8pm AEST & AEDT Monday to Friday, 9am - 6pm AEST & AEDT Saturday and Sunday
Fax 1300 363 658
Lost & Stolen Cards: 1800 033 103 (24 hours, 7 days a week)

Cardholder Details

Cardholder Name: MS NOLA LEANNE COMERFORD
Account No: 4336 8757 3662 2061
Statement Period: 30 April 2025 to 28 May 2025
Cardholder Limit: \$5,000

Transaction record for: MS NOLA LEANNE COMERFORD

| Date | Amount A\$ | Details | Explanation | Amount NOT subject to GST | Amount subject to GST | GST component (1/11th of the amount subject to GST) | Reference |
|-----------------------|------------|----------------------------------|-------------|---------------------------|-----------------------|---|-------------|
| 5 May 2025 | \$365.40 | JOHN HUGHES MOBILE SER WELSHPOOL | | | | | 74211985122 |
| 14 May 2025 | \$120.00 | KMART Mulgrave | | | | | 74039195133 |
| 15 May 2025 | \$413.80 | DEPT OF JUSTICE-CTG PA PERTH | | | | | 74940525133 |
| 19 May 2025 | \$85.22 | LINKT SYDNEY SYDNEY | | | | | 74940525136 |
| 26 May 2025 | \$409.34 | TICKETS*FERVOR RET BELROSE | | | | | 74611555143 |
| 28 May 2025 | \$60.00 | ANNUAL FEE | | | | | 74336875148 |
| Total for this period | \$1,453.76 | | Totals | | | | |

Employee declaration

I verify that the above charges are a true and correct record in accordance with company policy

Cardholder signature: _____

Date: _____

0083461 1484336879910625536 /E-35223 S-59793 F-119585



Statement for
NAB Low Rate Business Card
NAB Commercial Cards Centre - GPO Box 9992 Melbourne Victoria 3001
Tel 13 10 12 8am - 8pm AEST & AEDT Monday to Friday, 9am - 6pm AEST & AEDT Saturday and Sunday
Fax 1300 363 658
Lost & Stolen Cards: 1800 033 103 (24 hours, 7 days a week)

Cardholder Details

Cardholder Name: RICHARD LAWRENCE RYAN
Account No: 4336 8757 3662 3853
Statement Period: 30 April 2025 to 28 May 2025
Cardholder Limit: \$2,000

Transaction record for: RICHARD LAWRENCE RYAN

| Date | Amount A\$ | Details | Explanation | Amount NOT subject to GST | Amount subject to GST | GST component (1/11th of the amount subject to GST) | Reference |
|-----------------------|------------|------------|-------------|---------------------------|-----------------------|---|-------------|
| 28 May 2025 | \$60.00 | ANNUAL FEE | | | | | 74336875148 |
| Total for this period | \$60.00 | Totals | | | | | |

Employee declaration

I verify that the above charges are a true and correct record in accordance with company policy Cardholder signature: _____ Date: _____

0083461 1484336879910625536 /E-35223 S-59794 F-119587

Shire of Perenjori
CREDIT CARD SUMMARY ONLY
NATIONAL AUSTRALIA BANK

Corporate Mastercard - 30 April 2025 to 28 May 2025 - Paul Anderson - CEO

| DATE | DESCRIPTION | ACCOUNT DESCRIPTION | PERSON CONTACTING SELLER | AMOUNT |
|---|-------------------|--|--------------------------|------------------|
| 5/05/2025 | Garmin | Monthly GPS with SOS Capability for Graders - Lone worker Safety | MIS | \$ 90.00 |
| 20/05/2025 | Eagers WA Pty Ltd | Challenger Ford service for 1PJ | CEO | \$ 704.04 |
| 28/05/2025 | NAB | Annual Fee | CEO | \$ 60.00 |
| CEO Corporate Credit Card Purchases for 30 April 2025 to 28 May 2025 | | | | \$ 854.04 |

Corporate Mastercard - 30 April 2025 to 28 May 2025 - Nola Comerford - MCCS

| DATE | DESCRIPTION | ACCOUNT DESCRIPTION | PERSON CONTACTING SELLER | AMOUNT |
|--|----------------------------|---|--------------------------|--------------------|
| 5/05/2025 | John Hughes Mobile Service | Service for 2PJ | MCCS | \$ 365.40 |
| 14/05/2025 | Kmart | Towels, bath mats - Eco 1 | Team Leader - Cleaners | \$ 120.00 |
| 15/05/2025 | Department of Justice | Costs for Baliff to serve arrest warrant for J Duthie | MCCS | \$ 413.80 |
| 19/05/2025 | Linkt Sydney | Payment of Tolls in NSW - MIS took 1500PJ over East March to May 25 | CEO | \$ 85.22 |
| 26/05/2025 | Tickets Fervor | 2 x Tickets for Fervor Dinner for setup of event - L Curtin | MCCS | \$ 409.34 |
| 28/05/2025 | NAB | Annual Fee | MCCS | \$ 60.00 |
| MCCS Corporate Credit Card Purchases for 30 April 2025 to 28 May 2025 | | | | \$ 1,453.76 |

Corporate Mastercard - 30 April 2025 to 28 May 2025 - Richard Ryan - CESM

| DATE | DESCRIPTION | ACCOUNT DESCRIPTION | PERSON CONTACTING SELLER | AMOUNT |
|--|-------------|---------------------|--------------------------|-----------------|
| 28/05/2025 | NAB | Annual Fee | CESM | \$ 60.00 |
| CESM Corporate Credit Card Purchases for 30 April 2025 to 28 May 2025 | | | | \$ 60.00 |

| | |
|--|--------------------|
| Total Payments of Corporate Credit Card | \$ 2,367.80 |
|--|--------------------|

| | |
|-------------------------------------|--------------------|
| Interest & Other Charges | \$ - |
| Grand Total | \$ 2,367.80 |

12.3 MT GIBSON PUBLIC BENEFIT TRUST

| | |
|-------------------------|---|
| Applicant: | Shire of Perenjori |
| File: | ADM 0131 |
| Date: | 19 June 2025 |
| Disclosure of Interest: | |
| Voting Requirements: | Absolute Majority |
| Author: | Ally Bryant – Finance Manager |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | Nil |

Summary

Present report to council of the internal audit of the Mt Gibson Public Benefit Trust and for council to determine which Reserve the balance of the Trust will be transferred to.

Background

At the July 2024 Council meeting an agenda item was presented for Councils consideration into how to utilise the remaining balance of the Mt Gibson Public Benefit Trust. The below resolution was moved.

| | |
|--|----------------------------|
| Council Resolution Number: 250724.11 | |
| Moved: Cr Bryant | Seconded: Cr Fraser |
| That Council: | |
| 3. Resolve to utilise the remaining balance of the Mt Gibson Public Benefit Fund of \$251,889 (two hundred and fifty one thousand, eight hundred and eighty nine dollars) on future Council and community projects chosen by Council. | |
| Motion put and carried 5/2 | |
| For: Cr Bradford, Cr Bryant, Cr Campbell, Cr Sparkman, Cr Fraser | |
| Against: Cr Hepworth, Cr Sutherland | |

The Mt Gibson Public benefit Trust was as the name implies set up as a trust fund. Trust fund accounts are held by the council on behalf of other entities with specific requirements regarding expenditure.

Management contacted Mt Gibson Iron Limited on the 22nd May 2025 to request confirmation that the remaining funds could be moved out of Trust account and into a Reserve account for the purpose of Council using the remaining funds for the benefit of the community.

Mt Gibson Iron Limited responded in agreement with this request. There only request is for the Shire to provide them with a list of the projects that the remaining funds go to.

From: John Phaceas <John.Phaceas@mgx.com.au>
Sent: Thursday, May 22, 2025 11:54 AM
To: Nola Comerford <mccs@perenjori.wa.gov.au>
Cc: Exploration Admin <exploration.admin@mgx.com.au>; MGX Admin Perth <admin@mgx.com.au>
Subject: RE: Mt Gibson Public Benefit Trust

You don't often get email from john.phaceas@mgx.com.au. [Learn why this is important](#)
Hi Nola,

Apologies for the runaround - Amy whom you would have previously dealt with is no longer with Mount Gibson and our CoSec David Stokes is also away at the moment.

However, as discussed on the phone, Mount Gibson has no objections to the Shire's request to move the remaining PBF funds into a Reserve Account to deploy for the benefit of the community in Perenjori Shire.

We wish you all the best for a positive outcome/s.

My one and only request would be that at some point, please let us know what those outcomes are. I don't mean anything formal – I don't wish to add to your reporting burden – but it would be satisfying for us to hear how our long prior association with the Shire continues to have a positive impact.

Kind regards

John Phaceas | Manager Investor and External Relations
Mount Gibson Iron Limited
T: +61 8 9426 7512
F: +61 8 9485 2305
M: +61 411 449 621

Management has undertaken an audit review of the Mt Gibson Public Benefit Trust and it was found that the Shire provided a payment of \$24,298.70 to The Perenjori Agricultural Society on the 28th June 2023 for Round 21 of the Mt Gibson Public Benefit Grant. This payment was made from the Shire's Municipal Account without the refund being sought from the Trust fund.

At the time a transfer should have been made from the Mt Gibson Public Benefit Trust bank account to the Shire's Municipal bank account to replace the operating funds that had been used to make the payment.

During this time Finance Management changed from a Contractor to onsite Finance Manager and this transaction was not undertaken in the handover process.

Statutory Environment

Local Government Act 1995 6.15(1)(ii)

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer

Nola Comerford – Manager Corporate & Community Services

Financial Implications

Potential reallocation of Council funds from Trust account to Reserve account

Strategic Community Plan

Goal 1: An inclusive community and a great place to live for all ages and stages of life.

1.2. Community life is enhanced and nurtured with well supported clubs, community groups, and essential volunteer-based services.

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Officer Comment

The \$24,298.70 has now been transferred from the Mt Gibson Public Benefit Trust bank account to the Municipal bank account to finalise this transaction.

The funds that council resolved to provide from the Trust to the capital project of the Latham Bowls Green replacement have also been transferred from the Trust account to the Municipal account.

These totalled \$47,123 being from the below resolutions. \$22,123 from August 2024 Council Meeting Resolution 290824.12 and \$25,000 from April 2024 Council Meeting Resolution 180424.5

Council Resolution Number: 290824.12

Moved: Cr Fraser

Seconded: Cr Bradford

That Council:

In recognition of an unsuccessful grant application to the Community Sporting and Recreation Facilities Fund (CSRFF), and in addition to \$72,805 (seventy two thousand, eight hundred and five dollars) already allocated in the 2024/25 Annual Budget, resolve to support additional funding to the Latham Golf & Bowling Club for the purpose of resurfacing the Latham bowling green by:

- 1. Additional provision of \$22,000 (twenty two thousand dollars) from the 2024/25 Annual Budget.**
- 2. Provision of \$22,123 (twenty two thousand, one hundred and twenty three dollars) from the Mt Gibson Public Benefit Fund.**

Motion put and carried 5/1 by Absolute Majority

For: Cr Sutherland, Cr Sparkman, Cr Bradford, Cr Fraser, Cr Campbell

Against: Cr Hepworth

Council Resolution Number: 180424.5

Moved: Cr Fraser

Seconded: Cr Campbell

That Council endorse the following funding allocations from the Mt Gibson Public Benefit Trust:

- 1. An amount of \$25,000 to the Latham Golf and Bowling Club as contribution towards resurfacing of the Bowls Green.**
- 2. An amount of \$25,000 to the Perenjori Agricultural Society for the purposes of funding entertainment at the 2024 Perenjori Agricultural Show.**

Motion put and carried 4/0

For: Cr Hepworth, Cr Campbell, Cr Fraser, Cr Sparkman

Against: Nil

On competition of all transfers the Mt Gibson Public Benefit Trust has a balance of \$209,743.12 for Council to determine the Reserve in which this will be transferred to.

The Reserve accounts and their purpose are listed below.

The council could also establish a new reserve fund set up under the same parameters as the trust fund and continue to allocate funds as determined by council to specific community requests. This could be facilitated until the funds are fully utilised or the council could allocate through the budget process a top amount to ensure matching funding is available and ongoing.

(b) Reserve Accounts - Purposes

In accordance with Council resolutions in relation to each reserve account, the purpose for which the reserves are set aside are as follows:

| Reserve name | Anticipated date of use | Purpose of the reserve |
|--------------------------------------|-------------------------|--|
| (a) Leave reserve | Ongoing | To be used to :- fund long service leave requirements. |
| (b) Plant reserve | Ongoing | To be used for :- purchase of major plant. |
| (c) Refuse reserve | Ongoing | To be used for :- future landfill sites. |
| (d) Swimming Pool reserve | Ongoing | To be used for :- refurbishment and upgrade swimming pool facilities. |
| (e) Road & Rehabilitation reserve | Ongoing | To be used for :- roads, gravel and airport infrastructure. |
| (f) Housing reserve | Ongoing | To be used for :- maintenance, upgrade and additional housing requirements. |
| (g) Mt Gibson Infrastructure reserve | 30/06/2025 | To be used for :- supporting the acquisition, restoration, extension or improvement of infrastructure assets limited to public buildings, recreational facilities, parks and gardens, power supply, water supply, land drainage or roads as per agreement. |
| (h) Tourism Accommodation reserve | Ongoing | To be used for :- costs associated with the caravan park. |
| (i) Water Reserve | Ongoing | To be used for :- increasing and maintaining all aspects of water capacity within the Shire. |
| (j) IT Communication reserve | Ongoing | To be used for :- IT costs associated with future requirements. |
| (k) Community Infrastructure Reserve | Ongoing | To be used for :- Purpose of acquisition, restoration, extension and improvement of community infrastructure owned by or located within the Shire. |

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council:

Resolve to transfer the remaining balance of the Mt Gibson Public Benefit Fund of \$209,743.12 (two hundred and nine thousand, seven hundred and forty three dollars and 12 cents) plus final interest earned to the _____ Reserve.

Motion put and carried / lost by Absolute Majority

For:

Against:

[Next Item](#)

12.4 PERENJORI SPORTS CLUB HOUSE - RENOVATIONS

| | |
|-------------------------|--|
| Applicant: | Perenjori Sports Club |
| File: | ADM 0735 |
| Date: | 19 June 2025 |
| Disclosure of Interest: | |
| Voting Requirements: | Absolute Majority |
| Author: | Ally Bryant – Finance Manager |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 12.4.1 - Letter from Perenjori Sports Club Committee 12.4.2 - Lease Agreement – Perenjori Sports Club |

Summary

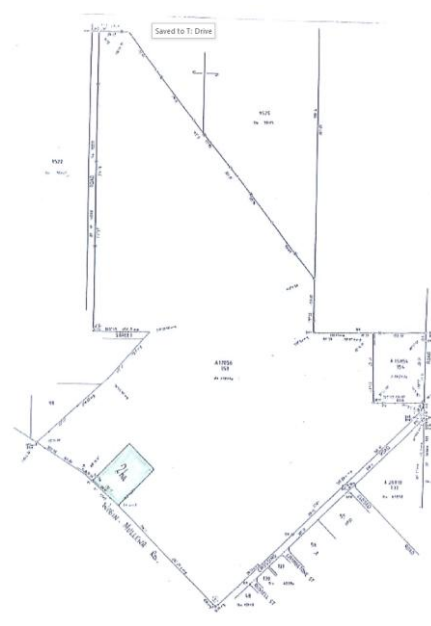
For Council to consider financial support towards upgrading the Perenjori Sports Club Manager's house and approving sub-leasing of the house on the private market.

Background

The Perenjori Sports Club has a current lease of the Sports Club building, surrounds and residence (part of Reserve 17056, Lot 516 on Deposited Plan 404662). The lease commenced on 1 January 2023 for a 21-year period.



Above: Location of residence on the Wubin-Mullewa Rd



Above: Reserve 17056, Lot 516 on Deposited Plan 404662

The residence has been vacant since April 2024 and requires renovations to meet tenancy standards.

As per the lease, it is designated for use by a Sports Club Manager; any alternative use requires Council approval via a sub-lease.

18.1 No Assignment or Subletting

- (a) The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, mortgage, charge, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease.
- (b) The Lessee has the right to utilise the onsite residential property as accommodation for a Sports Club Manager. Any other use will require a Council approved sub-lease.

The Perenjori Sports Club committee have requested financial assistance to complete property renovations estimated at \$60,000, based on verbal quotes. The Perenjori Sports Club has the capacity to provide \$30,000 to the total project.

The Perenjori Sports Club has actively explored various grant options although have not been able to source any assistance as residential properties are ineligible under current funding criteria.

Proposed renovations include:

- Installation of new kitchen
- Bathroom vanity and splashback
- New flooring throughout
- Internal wall repairs and painting
- Three air-conditioning units
- Replacement of fly screens, window blinds and external doors
- General landscaping

The committee have advised that they will volunteer time and skills to minimise costs. Anticipated rental income is \$15,600 annually, with 20% allocated to ongoing maintenance and 80% reserved for future upgrades to the residence and Club facilities.

Statutory Environment

Local Government Act 1995

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer

Reece Sutherland – President – Perenjori Sports Club Committee

Financial Implications

Dependent on Council decision, the 2025/26 Budget could have a \$60,000 capital expense impact and a reimbursement from the Perenjori Sports Club of \$30,000, resulting in a net cost to the Shire of \$30,000.

Strategic Community Plan

Goal 1: An inclusive community and a great place to live for all ages and stages of life.

1.1. The community is active and has access to a range of sport and recreation facilities.

1.2. Community life is enhanced and nurtured with well supported clubs, community groups, and essential volunteer-based services.

Officer Comment

The residence at the Perenjori Sports Club is a Shire-owned asset, insured and listed on the Shire's Asset Register. However, unlike other Shire housing, renovations and maintenance are the responsibility of the Lessee in accordance with the Lease Agreement.

An excerpt from the Perenjori Sports Club Lease Agreement:

8. Maintenance, repair and cleaning

8.1 Generally

- (1) Subject to **clauses 0 and 0**, the Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of Fair Wear and Tear, except when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents; and
 - (b) in respect of any structural repair except when such repair is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.
- (2) For the avoidance of doubt, the Lessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (3) Notwithstanding any other provision of this Lease, the Lessee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

8.2 Maintenance Schedule

- (4) Notwithstanding any other provision of this Lease, the Lessee covenants and agrees to comply with and be responsible for those items listed as the responsibility of the Lessee/occupant in the Maintenance Schedule.
- (5) The Lessee and the Lessor agree that the provisions of the Maintenance Schedule, and responsibilities listed in the Maintenance Schedule, will prevail over any contrary provision in this Lease.

8.3 Acknowledgement

The Lessee acknowledges and agrees that the Lessor may have limited, or no, funds set aside within its budget for structural maintenance of the Premises, and as a consequence the Lessor will not be able to rectify any major maintenance or structural defect or problem unless it has sufficient monies set aside in its budget for such purpose and/or the Lessor's Council has approved such expenditure.

Given the current lack of residential rental properties in Perenjori, refurbishing the property would provide much-needed housing within the community. The Perenjori Sports Club would also benefit from rental income, which could be reinvested into future upgrades.

If approved, both the Mt Gibson Reserve and the Housing Reserve have adequate funds to support the project. Council should consider this request as a funding submission, rather than operational maintenance.

Current balances:

- Mt Gibson Reserve: \$208,862.99 (two hundred and eight thousand, eight hundred and sixty-two dollars and ninety-nine cents).
- Housing Reserve: \$273,253 (two hundred and seventy-three thousand, two hundred and fifty-three dollars).

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council:

1. Resolve to include capital works budget allocation of \$60,000 (sixty thousand dollars) for renovation of the Perenjori Sports Club Manager's house with the condition of reimbursement of \$30,000 (thirty thousand dollars) being received from the Perenjori Sports Club within the 2025/26 financial year.
2. As required by Item 18.1 of the Lease Agreement signed 26 February 2024, grant approval to the Perenjori Sports Club committee to sub-lease the Sports Club Manager's house as a private rental with all Sub-Lease Agreement development costs to be met by the Perenjori Sports Club committee.
3. Resolve to resource the project costs from:
 - a) The Mt Gibson Reserve; or
 - b) Housing Reserve; or
 - c) General funds; or
 - d) Community Infrastructure Reserve.

Motion put and carried / lost by Absolute Majority

For:

Against:

[Next Item](#)



Shire of Perenjori
Po Box 22
PERENJORI WA 6620

5 May 2025

Dear Shire President & Councillors,

COMMUNITY BUDGET REQUEST FOR FINANCIAL SUPPORT – PERENJORI SPORTS CLUB

On behalf of the Perenjori Sports Club Committee, I am writing to seek Council's financial support for renovations to our residential clubhouse as part of the 2025/26 financial year budget.

The three-bedroom, one-bathroom clubhouse has remained vacant since April 2024 and is at risk of deteriorating further if left unoccupied. We believe there is strong potential to restore the residence to a liveable standard, providing a valuable asset for the Shire, Club and the wider community.

Renovating the clubhouse would create an additional rental option in Perenjori, where housing availability is currently very limited. Our aim is to support the community by prioritising tenancy for families, which would also strengthen local services such as the Perenjori Primary School. Alternatively, it may offer short-term accommodation for local workers. In the past six months, the Club has received two rental enquiries for the property, including a recent approach in March 2025 from a family relocating to Perenjori with a child who would have attended the school. Unfortunately, the property's condition meant we were unable to assist.

The clubhouse was previously rented at \$120 per week. With renovations, we anticipate a rental income of approximately \$300 per week. After allowing for 20% in maintenance costs, this could generate around \$12,000 annually—providing a sustainable income stream that can be reinvested into ongoing upgrades and maintenance of both the clubhouse and the Club's facilities.

Future Club upgrades include refurbishment of the internal ceiling, new flooring, improvements to the male and female ablutions, and updated outdoor furniture. We are hopeful that through a combination of rental income and future grant opportunities, these additional improvements will be achievable over time.

To date, the Committee has actively explored multiple funding sources, including Lotterywest, CBH Grassroots, and the Department of Local Government, Sport and Cultural Industries. However, residential properties are ineligible under their criteria, leaving limited options for external support.

The estimated cost of renovations is approximately \$60,000, based on recent walkthroughs and preliminary verbal estimates from three contractors. The proposed scope of work includes:

- Installation of a new kitchen
- New bathroom vanity and splashback
- New flooring throughout
- Internal wall patching and painting

- Three new air conditioning units
- Replacement of front and rear external doors with flyscreens
- New window blinds
- General landscaping and yard tidy-up

To help manage the project effectively, the Committee intends to appoint a dedicated working group at its next meeting. This group will oversee the renovation process, liaise with contractors, ensure funds are well-managed, and keep the project on track. We are also happy to provide regular updates to the Shire throughout the renovation period.

To reduce costs, the Committee intends to run a series of busy bees with help from volunteers and community members to remove the old kitchen, assist with installation of the new one, and take on general maintenance tasks within our skillsets.

As of 31 March 2025, the Perenjori Sports Club holds \$87,589.64 in the bank. We are prepared to contribute up to \$30,000 toward the renovation costs and are seeking a co-contribution of \$30,000 from the Shire. This shared investment would enable the project to proceed without exhausting the Club's reserves, allowing us to continue with future maintenance and planned improvements.

In the later stages of the project, the Committee plans to approach local mine sites and businesses within the Mid-West to explore possible support with air conditioning, landscaping, and other finishing items. Where possible, we are committed to engaging local contractors.

This project presents a timely opportunity to reactivate an underutilised Shire asset, improve the appearance and function of the area, and support the long-term sustainability of the Perenjori Sports Club as a central social hub for the town.

We would welcome the opportunity to discuss this proposal further and work together to deliver a positive outcome for the Perenjori Sports Club and community.

Thank you for your time and consideration.

Yours Sincerely,

Reece Sutherland
Perenjori Sports Club President

FORM LC1

WESTERN AUSTRALIA

LAND ADMINISTRATION ACT 1997

TRANSFER OF LAND ACT 1893 as amended

LEASE OF CROWN LAND (L)

DESCRIPTION OF LAND (NOTE 1)

EXTENT
FOLIO

VOLUME

That part of Reserve 17056, Lot 516 on Deposited Plan 404662 shown depicted on the plan annexed hereto as Annexure 1.

Part

LR3164

889

LIMITATIONS, INTERESTS, ENCUMBRANCES AND NOTIFICATIONS (NOTE 2)

Reserve 17056 for the purpose of 'Recreation & Showground'

LESSOR (NOTE 3)

SHIRE OF PERENJORI of 56 Fowler Street, Perenjori Western Australia 6620

LESSEE (NOTE 4)

PERENJORI SPORTS CLUB INC. (ABN 55 537 085 514) Registration Number A0630020 of 100 Fowler Street, Perenjori, Western Australia 6620

TERM OF LEASE (NOTE 5)

21 years commencing on 1 January 2023.

THE LESSOR HEREBY LEASES TO THE LESSEE the land above described subject to the encumbrances as shown hereon (Note 6)

For the above term for the clear yearly rental of (Note 7): Five thousand two hundred dollars payable (Note 8): per annum.

SUBJECT TO THE COVENANTS AND POWERS IMPLIED UNDER THE LAND ADMINISTRATION ACT 1997 AND THE TRANSFER OF LAND ACT 1893 AS AMENDED (UNLESS HEREBY NEGATED OR MODIFIED) AND ALSO TO THE COVENANTS AND CONDITIONS CONTAINED HEREIN.

Lease: Portion of Reserve 17056

Shire of Perenjori

Perenjori Sports Club Inc.



McLEODS

Lawyers

Stirling Law Chambers | 220 Stirling Highway | CLAREMONT WA 6010

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

Email: mcleods@mcleods.com.au

Ref: FG:RA:PER:50243

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Details

Parties

Shire of Perenjori

of 56 Fowler Street, Perenjori Western Australia 6620
(Lessor)

Perenjori Sports Club Inc. (ABN 55 537 085 514)

Registration Number A0630020C
of 100 Fowler Street, Perenjori, Western Australia 6620
(Lessee)

Background

- A The Lessor has the care, control and management of the Land pursuant to a management order.
- B The Lessor has agreed to lease, and the Lessee has agreed to take a lease of the Premises upon the terms and conditions contained in this Deed.

Agreed terms

1. Definitions

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

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

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

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

CPI means the Consumer Price Index (All Groups) Perth number published from time to time by the Australian Bureau of Statistics;

CPI Review means the rent review process described in **clause 5.3**;

Commencement Date means the date of commencement of the Term specified in **Item 5** of the Schedule;

Contaminated Sites Act means the *Contaminated Sites Act 2003 (WA)*;

Emergency means a serious, unexpected situation requiring immediate action;

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

Environmental Contamination has the same meaning as the word “contaminated” in the Contaminated Sites Act;

Fees & Charges Review means the rent review process described in **clause 5.4**;

Fair Wear and Tear means the normal deterioration of property from ordinary, everyday use;

Further Term means the further term(s) specified in **Item 4** of the Schedule;

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

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

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

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

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

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

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

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

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

Lease means this deed as supplemented, amended or varied from time to time;

Lessee’s Agents includes:

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

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

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

Lessor’s Fixtures and Fittings means all fixtures, fittings and equipment installed in or provided to the Premises by the Lessor at the Commencement Date or at any time during the Term;

Maintenance Schedule means the maintenance and repair schedule annexed to this Lease as **Annexure 3**;

Minister for Lands means the Minister for Lands in her or his capacity as the body corporate continued under section 7 of the *Land Administration Act 1997*;

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

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

Permitted Purpose means the purpose set out in **Item 8** of the Schedule;

Premises means the area of the Land to be leased to the Lessee as more particularly described at **Item 2** of the Schedule;

Rent means the rent specified in **Item 6** of the Schedule as varied from time to time under this Lease;

Rent Review Date means a date identified in **Item 7** of the Schedule;

Schedule means the Schedule to this Lease;

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

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

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

Termination means the date of:

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

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

2. Grant of lease

- (1) Subject to paragraph (2), the Lessor leases to the Lessee the Premises for the Term subject to:
 - (a) all Encumbrances;
 - (b) the payment of the Amounts Payable; and
 - (c) the performance and observance of the Lessee's Covenants.
- (2) This Lease is subject to and conditional on the approval of the Minister for Lands under the *Land Administration Act 1997*. The parties acknowledge that the Minister for Lands' consent to this Lease annexed hereto as **Annexure 2**.

3. Quiet enjoyment

Except as provided in the Lease and subject to the performance and observance of the Lessee's Covenants, the Lessee may quietly hold and enjoy the Premises during the Term without any interruption or disturbance from the Lessor or persons lawfully claiming through or under the Lessor.

4. Rent and other payments

4.1 Rent

The Lessee covenants with the Lessor to pay to the Lessor the Rent in the manner set out at **Item 6** of the Schedule on and from the Commencement Date clear of any deductions.

4.2 Outgoings

- (1) The Lessee covenants with the Lessor to pay to the Lessor or to such person as the Lessor may from time to time direct punctually all the following outgoings or charges, assessed or incurred in respect of the Premises:
 - (a) local government rates, services and other charges, including but not limited to rubbish collection charges and the emergency services levy;
 - (b) water, drainage and sewerage rates, charges for disposal of stormwater, meter rent and excess water charges;
 - (c) telephone, electricity, gas and other power and light charges including but not limited to meter rents and the cost of installation of any meter, wiring or telephone connection AND where possible the Lessee shall ensure that any accounts for all charges and outgoings in respect of telephone, electricity, gas and other power and light charges are taken out and issued in the name of the Lessee; and
 - (d) security charges or call out charges which, in the Lessor's reasonable opinion, relate to an act or omission by the Lessee, the Lessee's Agents or the Lessee's use of the Premises; and
 - (e) any other consumption charge or cost, statutory impost or other obligation incurred or payable by reason of the Lessee's use and occupation of the Premises.
- (2) If the Premises are not separately charged or assessed, the Lessor will determine (acting reasonably) a proportionate amount payable by the Lessee in respect of the Premises and the Lessee must pay to the Lessor that amount within 14 days of receipt of a tax invoice from the Lessor.

4.3 Costs

- (1) The Lessor covenants to pay all legal costs of and incidental to the instructions for the preparation, execution and stamping of this Lease and all copies.
- (2) The Lessee covenants with the Lessor to pay to the Lessor all costs, legal fees, disbursements and payments incurred by or for which the Lessor is liable in connection with or incidental to:
 - (a) the Amounts Payable or obtaining or attempting to obtain payment of the Amounts Payable under this Lease;
 - (b) any breach of covenant by the Lessee or the Lessee's Agents
 - (c) the preparation and service of a notice under Section 81 of the *Property Law Act 1969* requiring the Lessee to remedy a breach even though forfeiture for the breach may be avoided in a manner other than by relief granted by a Court;
 - (d) any work done at the Lessee's request; and
 - (e) any action or proceedings arising out of or incidental to any matters referred to in this **clause 4.3** or any matter arising out of this Lease.

4.4 Payment of Money

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

4.5 Accrual of amounts payable

Amounts Payable accrue on a daily basis.

5. Rent review

5.1 Rent to be Reviewed

The Rent will be reviewed on and from each Rent Review Date to determine the Rent to be paid by the Lessee until the next Rent Review Date.

5.2 Methods of Review

The basis for each rent review is as identified for each Rent Review Date in **Item 7** of the Schedule.

5.3 CPI Review

- (1) A rent review based on CPI will increase the amount of Rent payable during the immediately preceding period by the percentage of any increase in CPI having regard to the quarterly CPI published immediately prior to the later of the Commencement Date or the last Rent Review Date as the case may be and the quarterly CPI published immediately prior to the relevant Rent Review Date.
- (2) If there is a decrease in CPI having regard to the relevant CPI publications the Rent payable from the relevant Rent Review Date will be the same as the Rent payable during the immediately preceding period.
- (3) Should the CPI be discontinued or suspended at any time or its method of computation substantially altered, the Parties shall endeavour to agree upon the substitution of the CPI with an equivalent index.

5.4 Fees & Charges Review

The Lessor shall determine the Rent payable by the Lessee on an annual basis (including any Further Term and period of holding over, if applicable) during the annual Fees and Charges Review, pursuant to the *Local Government Act 1995* (WA). The Lessor shall notify the Lessee of the revised Rent value and due date for payment once the Lessor's Fees & Charges Schedule has been adopted and published by Council.

6. Insurance

6.1 Public Liability Insurance

The Lessee must effect and maintain with insurers approved by the Lessor (noting the Lessor's and the Lessee's respective rights and interests in the Premises) for the time being, adequate public liability insurance for a sum not less than the sum set out at **Item 9** of the Schedule in respect of any one claim or such greater amount as the Lessor may from time to time reasonably require.

6.2 Volunteer insurance and workers compensation insurance

- (1) The Lessee must effect and maintain a policy of employers' indemnity insurance including workers' compensation insurance in respect of all employees of the Lessee employed in, about or from the Premises.
- (2) The Lessee must effect and maintain a policy of personal accident insurance including insurance in respect of all volunteers of the Lessee employed in, about or from the Premises.

6.3 Contents Insurance

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

6.4 Building Insurance to be effected by Lessor

- (1) The Lessor shall effect and keep effected insurance to the full insurable value on a replacement or reinstatement value basis of the Premises against damage arising from fire, tempest, storm, earthquake, explosion, aircraft, or other aerial device including items dropped from any device, riot, commotion, flood, lightning, act of God, fusion, smoke, rainwater, leakage, impact by vehicle, machinery breakdown and malicious acts or omissions and other standard insurable risks.
- (2) In respect of the insurance referred to in paragraph (1) above, the Lessee will be responsible for any insurance excess and similar cost which is imposed upon the Lessor by its insurer as a result of, or in any way related to the Lessee's use or occupation of the Premises.

6.5 Details and receipts

In respect of the insurances required by **clauses 6.1, 6.2 and 6.3** the Lessee must:

- (a) upon renewal of any insurance policy immediately forward to the Lessor copies of certificates of currency and details of the insurances as held by the Lessee;
- (b) promptly pay all premiums and produce to the Lessor each policy or certificate of currency and each receipt for premiums or certificate of currency issued by the insurers; and
- (c) notify the Lessor immediately:
 - (i) when an event occurs which gives rise or might give rise to a claim under or which could prejudice a policy of insurance; or
 - (ii) when a policy of insurance is cancelled.

6.6 Payment of excess on insurance

The Lessee agrees with the Lessor that it shall be responsible to pay any excess payable in connection with the insurances referred to in **clauses 6.1, 6.2 and 6.3**.

6.7 Not to invalidate

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

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

6.8 Report

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

- (a) any damage to the Premises of which the Lessee is or might be aware; and

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

6.9 Settlement of claim

The Lessor may, but the Lessee may not without prior written consent of the Lessor, settle or compromise any claims under any policy of insurance required by **clauses 6.1, 6.2 and 6.3** if the claim affects any of the Lessor's own insurances or property.

6.10 Lessee's equipment and possessions

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

7. Indemnity

7.1 Lessee responsibilities

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

7.2 Indemnity

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

- (a) any loss whatsoever (including loss of use);
- (b) injury or damage of, or to, any kind of property or thing; and
- (c) the death of, or injury suffered by, any person,

caused by, contributed to, or arising out of, or in connection with, whether directly or indirectly:

- (d) the use or occupation of the Premises by the Lessee or the Lessee's Agents;
- (e) any work carried out by or on behalf of the Lessee on the Premises;
- (f) the Lessee's activities, operations or business on, or other use of any kind of, the Premises;
- (g) the presence of any Environmental Contamination or pollution in on or under the Premises or adjoining land caused or contributed to by the act, neglect or omission of the Lessee or the Lessee's Agents;
- (h) any default by the Lessee in the due and punctual performance, observance and compliance with any of the Lessee's covenants or obligations under this Lease; or
- (i) an act or omission of the Lessee.

7.3 Obligations Continuing

The obligations of the Lessee under this clause:

- (a) are unaffected by the obligation of the Lessee to take out insurance, and the obligations of the Lessee to indemnify are paramount, however if insurance money is received by the Lessor for any of the obligations set out in this clause then the Lessee's obligations under **clause 7.2** will be reduced by the extent of such payment; and
- (b) continue after the expiration or earlier determination of this Lease in respect of any act, deed, matter or thing occurring or arising as a result of an event which occurs before the expiration or earlier determination of this Lease.

7.4 No indemnity for Lessor's negligence

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

7.5 Release

(1) The Lessee:

- (a) agrees to occupy and use the Premises at the risk of the Lessee; and
- (b) releases to the full extent permitted by law, the Lessor and the Minister for Lands from:
 - (i) any liability which may arise in respect of any accident or damage to property, the death of any person, injury to any person, or illness suffered by any person, occurring on the Premises or arising from the Lessee's use or occupation of the Premises by the Lessee;
 - (ii) loss of or damage to the Premises or personal property of the Lessee; and
 - (iii) any loss (including loss of profit) in anyway related to unavailability, breakdown, failure or defective operation of a mechanical service or any other service or in any way related to the repair and maintenance of the Premises or the Lessor's Fixtures and Fittings;
 - (iv) all claims, actions, loss, damage, liability, costs and expenses arising from or connected with (directly or indirectly) the presence of any Environmental Contamination or pollution in, on or under the Premises or surrounding area

except to the extent that such loss or damage arises out of a negligent or wrongful act or omission of the Lessor, or its servants, agents, contractors or invitees.

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

7.6 Limit of Lessor's liability

- (1) The Lessor is only liable for breaches of the Lessor's Covenants set out in this Lease which occur while the Lessor is the management body of the Premises.
- (2) The Lessor will not be liable for any failure to perform and observe any of the Lessor's Covenants due to any cause beyond the Lessor's control.

8. Maintenance, repair and cleaning

8.1 Generally

- (1) Subject to **clauses 8.2 and 8.3**, the Lessee agrees during the Term and for so long as the Lessee remains in possession or occupation of the Premises to maintain, replace, repair, clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) clean and in Good Repair having regard to the age of the Premises at the Commencement Date provided that this subclause shall not impose on the Lessee any obligation:
 - (a) to carry out repairs or replacement that are necessary as a result of Fair Wear and Tear, except when such repair or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents; and
 - (b) in respect of any structural repair except when such repair is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.
- (2) For the avoidance of doubt, the Lessee is responsible for minor internal repairs to the Premises. For example, repair and replacement of door handles, door locks, light fittings, globe replacement, internal glass breakages and internal painting.
- (3) Notwithstanding any other provision of this Lease, the Lessee will be responsible for any repair or replacement which is necessary because of any act or omission of or on the part of the Lessee or the Lessee's Agents, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents.

8.2 Maintenance Schedule

- (1) Notwithstanding any other provision of this Lease, the Lessee covenants and agrees to comply with and be responsible for those items listed as the responsibility of the Lessee/occupant in the Maintenance Schedule.
- (2) The Lessee and the Lessor agree that the provisions of the Maintenance Schedule, and responsibilities listed in the Maintenance Schedule, will prevail over any contrary provision in this Lease.

8.3 Acknowledgement

The Lessee acknowledges and agrees that the Lessor may have limited, or no, funds set aside within its budget for structural maintenance of the Premises, and as a consequence the Lessor will not be able to rectify any major maintenance or structural defect or problem unless it has sufficient monies set aside in its budget for such purpose and/or the Lessor's Council has approved such expenditure.

8.4 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

8.5 Repair

Unless such damage is the Lessor's responsibility pursuant to the terms of the Lease, the Lessee must promptly repair at its own expense to the satisfaction of the Lessor, any damage to the Premises, regardless of how the damage is caused and replace any of the Lessor's fixtures and fittings which are or which become damaged.

8.6 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's Fixtures and Fittings, are appropriately secured at all times.

8.7 Surroundings and boundary fencing

- (1) Subject to any contrary provisions in the Maintenance Schedule, the Lessee must regularly inspect and maintain in good condition any part of the Premises which surrounds any buildings, including but not limited to any flora, gardens lawns, shrubs, hedges and trees.
- (2) The Lessee agrees that any pruning of trees must be undertaken by a qualified tree surgeon;
- (3) If any flora, trees or lawn dies the Lessee must replace the flora, trees or lawn at its own expense;
- (4) The Lessee may not remove any trees, shrubs or hedges without first consulting with and obtaining the approval of the Lessor, except where necessary for urgent safety reasons or as part of general garden maintenance.
- (5) The Lessor is responsible for tree maintenance within the car park area.

8.8 Lessor's Fixtures and Fittings

- (1) The Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.
- (2) The Lessor is not required to or responsible for replacing any item of the Lessor's Fixtures or Fittings.
- (3) The Lessee is responsible for replacing any specialist equipment items required for the Permitted Purpose.

8.9 Pest control

- (1) The Lessor will undertake at its cost regular pest control inspections.
- (2) The Lessee must take all reasonable steps to keep the Premises free of any pests and vermin or the cost of extermination will be borne by the Lessee.

8.10 Painting

- (1) When required, the Lessee must, as stated in **Item 10** of the Schedule, paint with at least 2 coats of paint those parts of the Premises usually painted internally.
- (2) All painting carried out on the Premises must be carried out by a registered painting contractor and the registered painting contractor or other person engaged by the Lessee to paint the Premises must:
 - (a) do so in a proper manner using good quality materials;
 - (b) have the colour and quality of the materials approved in writing by the Lessor before the work commences;
 - (c) comply with all reasonable directions given or requests made by the Lessor; and
 - (d) be finished in a proper and workmanlike manner.

8.11 Comply with all reasonable conditions

The Lessee must comply with all reasonable conditions that may be imposed by the Lessor from time to time in relation to the Lessee's maintenance of the Premises (and any structures or buildings constructed on the Premises).

8.12 Drains

- (1) The Lessee must keep and maintain the waste pipes drains and conduits originating in the Premises or connected thereto in a clean clear and free flowing condition and must pay to the Lessor upon demand the cost to the Lessor of clearing any blockage which may occur in such waste pipes, drains and conduits between the external boundaries of the Premises and the point of entry thereof into any trunk drain unless such blockage has been caused without neglect or default on the part of the Lessee.
- (2) The Lessee must not permit the drains, toilets, grease traps (if any) and other sanitary appliances on the Premises to be used for any purpose other than that for which they were constructed and must not allow any foreign matter or substance to be thrown therein.

8.13 Acknowledgement of state of repair of Premises

- (1) The Lessee accepts the Premises and the Land in its present condition relying upon its own enquiries and investigations.
- (2) The Lessor does not expressly or impliedly warrant that the Premises are now or will remain suitable or adequate for all or any of the purposes of the Lessee or for the business which the Lessee is authorised to conduct thereon and to the extent permitted by law, all warranties (if any) as to suitability and adequacy of the Premises implied by law are hereby expressly negated.

9. Alterations

9.1 Restriction

- (1) The Lessee must not without prior written consent:
 - (a)
 - (i) from the Lessor;
 - (ii) from any other person from whom consent is required under this Lease;
 - (iii) required under statute in force from time to time, including but not limited to the planning approval of the Lessee under a local planning scheme of the Lessee;
 - (b) install any new external signage;
 - (c) make or allow to be made any alteration, addition or improvements to or demolish any part of the Premises;
 - (d) remove alter or add to any fixtures, fittings or facilities in or on the Premises; or
 - (e) subject to the performance of the Lessee's obligations in **clause 8**, remove any flora or fauna, alter or cut down any flora, or sell, remove or otherwise dispose of any flora, sand, gravel, timber or other materials from the Premises.

9.2 Consent

- (1) If the Lessor and any other person whose consent is required under this Lease or at law consents to any matter referred to in **clause 9.1** the Lessor may:

- (a) consent subject to conditions; and
 - (i) require that work be carried out in accordance with plans and specifications approved by the Lessor or any other person giving consent;
 - (ii) require that work be carried out in accordance with the Building Code of Australia; and
 - (iii) require that any alteration be carried out to the satisfaction of the Lessor under the supervision of an engineer or other consultant; and
- (b) if the Lessor consents to any matter referred to in **clause 9.1**:
 - (i) the Lessor gives no warranty that the Lessor will issue any consents, approvals, authorities, permits or policies under any statute for such matters; and
 - (ii) the Lessee must apply for and obtain all such consent, approvals, authorities, permits or policies as are required at law before undertaking any alterations, additions, improvements or demolitions and must strictly comply with such consents or approvals.

9.3 Cost of Works

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

9.4 Conditions

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

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

10. Use

10.1 Restrictions on use

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

- (a)
 - (i) use the Premises or any part of it for any purpose other than the Permitted Purpose; or
 - (ii) use the Premises for any purpose which is not permitted under any local planning scheme or any law relating to health;
- (b) do or carry out on the Premises any harmful, offensive or illegal act, matter or thing;
- (c) do or carry out on the Premises anything which causes a nuisance, damage or disturbance to the Lessor or to owners or occupiers of adjoining properties;
- (d) store any dangerous or illegal compound or substance on or in the Premises;
- (e) do any act or thing which might result in excessive stress or harm to any part of the Premises; or

- (f) display from or affix any signs, notices or advertisements on the Premises without the prior written consent of the Lessor.

10.2 No Warranty

The Lessor gives no warranty:

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

10.3 Premises Subject to Restriction

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

10.4 Indemnity for Costs

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

11. Lessor's right of entry

11.1 Entry on Reasonable Notice

- (1) The Lessee must permit entry by the Lessor onto the Premises without notice in the case of an Emergency, and otherwise upon reasonable notice:
 - (a)
 - (i) at all reasonable times;
 - (ii) with or without workmen and others; and
 - (iii) with or without plant, equipment, machinery and materials;
 - (b) for each of the following purposes:
 - (i) to inspect the state of repair of the Premises and to ensure compliance with the terms of this Lease;
 - (ii) to carry out any survey or works which the Lessor considers necessary, however the Lessor will not be liable to the Lessee for any compensation for such survey or works provided they are carried out in a manner which causes as little inconvenience as is reasonably possible to the Lessee;
 - (iii) to comply with the Lessor's Covenants or to comply with any notice or order of any authority in respect of the Premises for which the Lessor is liable; and
 - (iv) to do all matters or things to rectify any breach by the Lessee of any term of this Lease but the Lessor is under no obligation to rectify any breach and any rectification under this clause is without prejudice to the Lessor's other rights, remedies or powers under this Lease.
- (2) The Lessor must make good any damage caused to the Premises or the Lessor's property as a result of the Lessor exercising the Lessor's power to enter the Premises in the case of an Emergency.

11.2 Costs of Rectifying Breach

All costs and expenses incurred by the Lessor as a result of any breach referred to in **clause 11.1(1)(b)(iv)** together with any interest payable on such sums will be a debt due to the Lessor and payable to the Lessor by the Lessee on demand.

12. Statutory obligations and notices

12.1 Comply with Statutes

The Lessee must:

- (a) comply promptly with all statutes, local laws, mandates and directives from time to time in force relating to the Premises, including without limitation all relevant laws, mandates and directives relating to occupational health and safety and the health and safety of all persons entering upon the Premises;
- (b) apply for, obtain and maintain in force all consents, approvals, authorities, licences and permits required under any statute for the use of the Premises specified at **clause 10**;
- (c) comply with all relevant state and commonwealth law and all relevant codes, including without limitation the Building Code of Australia, and all relevant standards published by Standards Australia;
- (d) ensure that all obligations in regard to payment for copyright or licensing fees are paid to the appropriate person for all performances, exhibitions or displays held on the Premises; and
- (e) comply promptly with all orders, notices, requisitions or directions of any competent authority relating to the Premises or to the business the Lessee carries on at the Premises.

12.2 Safety & Testing Obligations

Subject to any contrary provision in the Maintenance Schedule, the Lessee acknowledges and agrees that it is fully responsible at its cost for ensuring that any fittings located on the Premises, are regularly tested, maintained and inspected to ensure that the fittings comply with all statutory requirements and are safe for use.

12.3 Indemnity if Lessee Fails to Comply

The Lessee indemnifies the Lessor against:

- (a) failing to perform, discharge or execute any of the items referred to in **clauses 12.1 and 12.2**; and
- (b) any claims, demands, costs or other payments of or incidental to any of the items referred to in **clauses 12.1 and 12.2**.

12.4 No Fetter

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

13. Report to Lessor

The Lessee must immediately report to the Lessor:

- (a) any act of vandalism or any incident which occurs on or near the Premises which involves or is likely to involve a breach of the peace or become the subject of a report or complaint to the police and of which the Lessee is aware or should be aware;
- (b) any occurrence or circumstances in or near the Premises of which it becomes aware, which might reasonably be expected to cause, in or on the Premises, pollution of the environment;
- (c) all notices, orders and summonses received by the Lessee and which affect the Premises and immediately deliver them to the Lessor; and
- (d) any incident, event or occurrence which has the potential to have an adverse impact upon the health and/or safety visitors or patrons of the Premises or the wider community.

14. Default

14.1 Events of Default

A default occurs if:

- (a) the Lessee is in breach of any of the Lessee's Covenants for 28 days after a Notice has been given to the Lessee to rectify the breach or to pay compensation in money;
- (b) the association is wound up whether voluntarily or otherwise;
- (c) the Lessee passes a special resolution under the *Associations Incorporation Act 2015* altering its rules of association in a way that makes its objects or purposes inconsistent with the use permitted by this Lease;
- (d) a mortgagee takes possession of the property of the Lessee under this Lease;
- (e) any execution or similar process is made against the Premises on the Lessee's property;
- (f) the Premises are vacated, or otherwise not used, in the Lessor's reasonable opinion, for the permitted purpose for a six month period;
- (g) a person other than the Lessee or a permitted sublessee or assignee is in occupation or possession of the Premises or in receipt of a rent and profits.

14.2 Forfeiture

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

- (a) without notice or demand at any time enter the Premises and on re-entry the Term will immediately determine;
- (b) by notice to the Lessee determine this Lease and from the date of giving such notice this Lease will be absolutely determined; and
- (c) by notice to the Lessee elect to convert the unexpired portion of the Term into a tenancy from month to month when this Lease will be determined as from the giving of the notice and until the tenancy is determined the Lessee will hold the Premises from the Lessor as a tenant from month to month under **clause 16**,

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

14.3 Lessor may remedy breach

If the Lessee:

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

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

14.4 Acceptance of Amount Payable By Lessor

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

14.5 Essential Terms

Each of the Lessee's Covenants in **clauses 4** (Rent and Other Payments), **6** (Insurance), **7** (Indemnity), **8** (Maintenance, Repair and Cleaning), **10** (Use), **18** (No Assignment, Subletting and Charging) and **22** (Goods and Services Tax) are essential terms of this Lease but this **clause 14.5** does not mean or imply that there are no other essential terms in this Lease.

14.6 Breach of Essential Terms

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

- (a) the Lessee must compensate the Lessor for the loss or damage suffered by reason of the breach of that essential term;
- (b) the Lessor will be entitled to recover damages against the Lessee in respect of the breach of an essential term; and
- (c) the Lessee covenants with the Lessor that if the Term is determined:
 - (i) for breach of an essential term or the acceptance by the Lessor of a repudiation of this Lease by the Lessee; or
 - (ii) following the failure by the Lessee to comply with any notice given to the Lessee to remedy any default,

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

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

15. Option to renew

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

- (a) all consents and approvals required by the terms of this Lease or at law have been obtained; and
- (b) there is no subsisting default by the Lessee at the date of service of the Notice in :
 - (i) the payment of Amounts Payable; or
 - (ii) the performance or observance of the Lessee's Covenants,
- (c) the Lessor agrees in its absolute discretion to the grant of the Further Term,

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

16. Holding over

If the Lessee remains in possession of the Premises after the expiry of the Term with the consent of the Lessor, the Lessee will be a monthly tenant of the Lessor at a rent equivalent to one twelfth of the Rent for the period immediately preceding expiry of the Term and otherwise on the same terms and conditions of this Lease provided that all consents required under this Lease or at law have been obtained to the Lessee being in possession of the Premises as a monthly tenant.

17. Obligation on Termination

17.1 Restore premises

Prior to Termination, the Lessee at the Lessee's expense must restore the Premises to a condition consistent with the observance and performance by the Lessee of the Lessee's Covenants under this Lease.

17.2 Peacefully surrender

On Termination the Lessee must:

- (a) peacefully surrender and yield up to the Lessor the Premises in a condition consistent with the observance and performance of the Lessee's Covenants under this Lease; and

- (b) surrender to the Lessor all keys and security access devices and combination for locks providing an access to or within the Premises held by the Lessee whether or not provided by the Lessor.

17.3 Remove property prior to termination

Prior to Termination, unless otherwise mutually agreed between the parties, the Lessee must remove from the Premises all property of the Lessee which is not a fixture other than air-conditioning plant and fire equipment, security alarms and security systems and other fixtures and fittings which in the opinion of the Lessor form an integral part of the Premises and promptly make good, to the satisfaction of the Lessor, any damage caused by the removal.

17.4 Lessor can remove property on re-entry

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

17.5 Clause to survive termination

The Lessee's obligations under this clause shall survive Termination.

18. No Assignment, sub-letting and charging

18.1 No Assignment or Subletting

- (a) The rights in this Lease are personal to the Lessee, and Lessee may not transfer, assign, sublet, mortgage, charge, assign or otherwise part with possession or any way dispose of any of its rights or obligations under this Lease.
- (b) The Lessee has the right to utilise the onsite residential property as accommodation for a Sports Club Manager. Any other use will require a Council approved sub-lease.

18.2 Property Law Act 1969

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

18.3 No mortgage or charge

The Lessee must not mortgage nor charge the Land.

19. Damage or Destruction

If the Premises are at any time during the Term destroyed or damaged to an extent as to be unfit for the occupation and use of the Lessee, either party may be notice in writing to the other of them

given within sixty (60) days after the event elect to cancel and terminate this Lease. The Term will terminate upon such notice being given and the Lessee must vacate the Premises and surrender the same to the Lessor, but such termination will be without prejudice however to the liability of the Lessee under this Lease up to the date of termination.

20. Alcohol

20.1 Sale of alcohol

The Lessee covenants and agrees:

- (a) to exercise reasonable care and skill in accordance with any relevant Written Law in the sale of alcohol on the Premises; and
- (b) that it shall not make an application for a licence or permit under the *Liquor Control Act 1988* for the Premises or apply for an amendment to a licence or permit it has been granted, without first obtaining the written consent of the Lessor.

20.2 Liquor licence

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

- (a) comply with any requirements attaching to the licence or permit at its cost and where any alteration is required to the Premises **clause 9** shall apply;
- (b) provide a copy of the licence or permit (as well as a copy of any document referred to in the licence or permit) to the Lessor as soon as practicable after the date of grant; and
- (c) indemnify and keep indemnified the Lessor from and against any breach of the *Liquor Control Act 1988* and *Liquor Control Regulations 1989* or the licence or permit or any conditions imposed thereupon for which it may be liable as the owner of the Premises.

21. Disputes

21.1 Referral of Dispute: Phase 1

Except as otherwise provided any dispute arising out of this Lease is to be referred in the first instance in writing to the Lessor's Representative as nominated in writing by the Lessor from time to time (**Lessor's Representative**) who shall convene a meeting within 10 days of receipt of such notice from the Lessee or such other period of time as is agreed to by the parties between the Lessor's Representative and an officer of the Lessee for the purpose of resolving the dispute (**Original Meeting**).

21.2 Referral of Dispute: Phase 2

In the event the dispute is not resolved in accordance with **clause 21.1** of this Lease then the dispute shall be referred in writing to the CEO of the Lessor who shall convene a meeting within 10 days of the Original Meeting or such other date as is agreed to by the parties between the CEO and a senior representative of the Lessee for the purpose of resolving the dispute.

21.3 Appointment of Arbitrator: Phase 3

In the event the dispute is not resolved in accordance with **clause 21.2** of this Lease then the dispute shall be determined by a single arbitrator under the provisions of the *Commercial Arbitration Act 2012* (as amended from time to time) and the Lessor and the Lessee may each be represented by a legal practitioner.

21.4 Payment of Amounts Payable to Date of Award

The Lessee must pay the Amounts Payable without deduction to the date of the award of the Arbitrator or the date of an agreement between the Parties whichever event is the earlier, and if any money paid by the Lessee is not required to be paid within the terms of the award of the Arbitrator or by agreement between the Lessor and the Lessee then the Lessor will refund to the Lessee the monies paid

22. Goods and services tax

22.1 Lessee must Pay

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

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

22.2 Increase in GST

If, at any time, the GST Rate is increased, the Lessor may, in addition to the GST Rate, increase the Basic Consideration by the GST Adjustment Rate and such amount shall be payable in accordance with **clause 22.1(b)**.

22.3 GST invoice

Where the Basic Consideration is to be increased to account for GST pursuant to **clause 22.2** the Lessor shall in the month in which the Basic Consideration is to be paid, issue a Tax Invoice which enables the Lessee to submit a claim for a credit or refund of GST.

23. Notice

23.1 Form of delivery

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

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

23.2 Service of notice

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

- (a) if by personal delivery, when delivered;
- (b) if by leaving the Notice at an address specified in **clause 23.1(b)**, at the time of leaving the Notice, provided the Notice is left during normal business hours; and

- (c) if by post to an address specified in **clause 23.1(b)**, on the fourth business day following the date of posting of the Notice.

23.3 Signing of notice

A Notice to a Party may be signed:

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

24. General Provisions

24.1 Caveat

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

24.2 Lessor's Consent

The Lessee acknowledges and agrees with the Lessor that:

- (a) if the Lessor consents to any matter referred to in this Lease, the Lessor may consent subject to any conditions that it deems reasonably necessary; and
- (b) if the Lessor consents to any matter referred to in this Lease, the Lessee must, to the reasonable satisfaction of the Lessor, comply with any condition imposed by the Lessor.

24.3 Acts by agents

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

24.4 Severance

If any part of this Lease is or becomes void or unenforceable, that part is or will be severed from this Lease to the intent that all parts that are not or do not become void or unenforceable remain in full force and effect and are unaffected by that severance.

24.5 Variation

This Lease may be varied only by deed executed by the parties subject to such consents as are required by this Lease or at law.

24.6 Moratorium

The provisions of a statute which would but for this clause extend or postpone the date of payment of money, reduce the rate of interest or abrogate, nullify, postpone or otherwise affect the terms of this Lease do not, to the fullest extent permitted by law, apply to limit the terms of this Lease.

24.7 Further assurance

The Parties must execute and do all acts and things necessary or desirable to implement and give full effect to the terms of this Lease.

24.8 Waiver

- (1) Failure to exercise or delay in exercising any right, power or privilege in this Lease by a Party does not operate as a waiver of that right, power or privilege.
- (2) A single or partial exercise of any right, power or privilege does not preclude any other or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

24.9 Non Disparagement

The Parties shall refrain from:

- (a) making, causing to be made, publishing, ratifying or endorsing any and all disparaging remarks and derogatory statements or comments made to anyone with respect to the other Party; and
- (b) making a public or non-confidential statement relating to a claim or complaint against the other Party to this Lease without first obtaining that Party's consent.

24.10 Governing law

This Lease is governed by and is to be interpreted in accordance with the laws of Western Australia and, where applicable, the laws of the Commonwealth of Australia.

24.11 Interpretation

In this Lease, unless expressed to the contrary:

- (a) Words importing:
 - (i) the singular include the plural;
 - (ii) the plural include the singular; and
 - (iii) any gender include each gender;
- (b) A reference to:
 - (i) a natural person includes a body corporate or local government; and
 - (ii) a body corporate or local government includes a natural person;
- (c) A reference to a professional body includes a successor to or substitute for that body;
- (d) A reference to a Party includes its legal personal representatives, successors and assigns and if a Party comprises two or more persons, the legal personal representatives, successors and assigns of each of those persons;
- (e) A reference to a statute, ordinance, code, regulation, award, town planning scheme or other law includes a regulation, local law, by-law, requisition, order or other statutory instruments under it and any amendments to re-enactments of or replacements or consolidations of any of them from time to time in force;

- (f) A reference to a right includes a benefit, remedy, discretion, authority or power;
- (g) A reference to an obligation includes a warranty or representation and a reference to a failure to observe or perform an obligation includes a breach of warranty or representation;
- (h) A reference to this Lease or provisions or terms of this Lease or any other deed, agreement, instrument or contract include a reference to:
 - (i) both express and implied provisions and terms; and
 - (ii) that other deed, agreement, instrument or contract as varied, supplemented, replaced or amended;
- (i) A reference to writing includes any mode of representing or reproducing words in tangible and permanently visible form and includes facsimile transmissions;
- (j) Any thing (including, without limitation, any amount) is a reference to the whole or any part of it and a reference to a group of things or persons is a reference to any one or more of them;
- (k) If a Party comprises two or more persons the obligations and agreements on their part bind and must be observed and performed by them jointly and each of them severally and may be enforced against any one or more of them;
- (l) The agreements and obligations on the part of the Lessee not to do or omit to do any act or thing include:
 - (i) an agreement not to permit that act or thing to be done or omitted to be done by an the Lessee or any person authorised by the Lessee; and
 - (ii) an agreement to do everything necessary to ensure that that act or thing is not done or omitted to be done;
- (m) Except in the Schedule headings do not affect the interpretation of this Lease.

25. Additional terms, covenants and conditions

Each of the terms, covenants and conditions (if any) specified in **Item 11** of the Schedule are part of this Lease and are binding on the Lessor and the Lessee as if incorporated into the body of this Lease. If there is any inconsistency between the provisions of **Item 11** of the Schedule and the remaining provisions of this Lease, the provisions of **Item 11** of the Schedule will prevail to the extent of that inconsistency.

Schedule

Item 1 Land

Reserve 17056, Lot 516 on Deposited Plan 404662 being the whole of the land comprised in Crown Land Title Volume LR3164 Folio 889.

Item 2 Premises

That part of the Land depicted on the plan delineated in green annexed hereto as **Annexure 1**, including all buildings, structures, alterations, additions and improvements on that part of the Land, or erected on that part of the Land during the Term.

Item 3 Term

21 years commencing on the Commencement Date.

Item 4 Further Term

Not applicable.

Item 5 Commencement Date

1 January 2023.

Item 6 Rent

\$1.00 inclusive of GST per annum payable in advance, with the first payment due on the Commencement Date, and reviewed annually in accordance with the terms of this Lease.

Item 7 Rent Review Date

The Lessor shall determine the Rent payable by the Lessee on an annual basis (including any Further Term and period of holding over, if applicable) during the annual Fees and Charges Review, pursuant to the *Local Government Act 1995* (WA). The Lessor shall notify the Lessee of the revised Rent value and due date for payment once the Lessor's Fees & Charges Schedule has been adopted and published by Council.

Item 8 Permitted Purpose

To manage, maintain and conduct a recreational sporting club for the benefit of the community and for the uses reasonably ancillary thereto.

Item 9 Public Liability Insurance

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

Item 10 Redecorating dates

Unless otherwise agreed by the Lessor in writing, every five (5) years and one final redecorating date within 30 days of Termination of this Lease.

Item 11 Additional terms and conditions

11.1 Information requirements

The Lessee is required to comply with the information requirements (if any) set out in **Annexure 4**.

11.2 Lessor responsible for bio-waste and potable systems

The Lessor agrees with the Lessee to be responsible for the Premises' bio waste and/or potable water systems.

11.3 Hire

- (1) The Lessee may hire out the Premises or any part thereof PROVIDED:
 - (a) such use is consistent at all times with the Permitted Purpose;
 - (b) the rates of hire are consistent with the Lessor's community hire rates, as amended by the Lessor from time to time;
 - (c) the Lessee ensures any hirer complies strictly with the relevant terms of this Licence; and
 - (d) the hirer has appropriate insurances (including in particular public liability insurance) and the Lessee has obtained copies of the certificates of currency for such insurances prior to the hire taking place.
- (2) For the purposes of this Licence, "hire" means any hire of the Premises by the Lessee to a third party for a temporary or short-term period of time and does not include any formal transfer, assignment or sublicence of the Premises.
- (3) The Lessee acknowledges that at all times, including when the Premises are hired to a third party, it remains responsible for the Premises, including without limitation any damage that may be caused or occurs during any hire period.

11.4 Maintenance Inspections

The Lessor will be responsible for maintenance/inspections of the following statutory requirements:

- (a) Fire Safety Equipment, including but not limited to, fire extinguishers, evacuation plans, exit signs;
- (b) RCD and Emergency Lighting (Tag & Test);
- (c) Testing and Tagging of equipment (fridges, microwaves);
- (d) Testing and Tagging of equipment placed in facility by Lessee;
- (e) Backflow Device Testing – RPZ Valve;

- (f) Grease Traps;
- (g) Asbestos (testing and removal); and
- (h) Pest Control Inspections (including but not limited to termites).

11.5 Licences and Registrations

The Lessee and all staff must hold all required and current licences and registrations for operation of the Permitted Purpose. The Lessee shall supply copies of current licences and registrations of the Lessee to the Lessor.

11.6 Safety and Security of Employees and Subcontractors

- (1) The Lessee shall at all times maintain work practices, procedures and standards to ensure the safety of its employees and subcontractors and full compliance with all Commonwealth and State statutory requirements.
- (2) All employees and subcontractors of the Lessee shall use all appropriate personnel safety equipment required for each task.

11.7 Use of materials

All equipment, materials and accessories in used by the Lessee in the Premises shall be new, of commercial grade, and shall conform to appropriate current Australian Standards specifications.

11.8 No warranty by Lessor

The Lessor does not give any warranty, guarantee or assurance as to the level of demand, customers or business potential that may be obtained in the Premises for the Permitted Purpose.

11.9 Storage

No personal belongings, items, assets, parts, equipment or consumables of the Lessee may be stored in areas outside of the Premises unless approved by the Lessor. Any items found stored outside of the Premises without approval of the Lessor will be removed by the Lessor at the cost of the Lessee.

11.10 Care for property

The Lessee is responsible for signage, cleaning of areas, fit-out and maintenance of fit-out of the Premises. The Lessor will periodically conduct Premises and (if applicable) health inspections.

11.11 Dangerous goods

- (1) Without detracting from **clause 10.1(d)** if the Lessee intends to use or store any dangerous good, a detailed list is to be provided to the Lessor for approval. The Lessee must demonstrate how compliance will be assured and maintained in regards to the Australian Standards and relevant regulatory authorities.
- (2) Where the storage of any dangerous good or substance is approved, the Lessee shall control those items and hold an inventory of such items. The Lessee will provide a copy of the inventory and an inspection of the items themselves upon request of the Lessor.

11.12 Operating hours

The Lessee acknowledges and agrees that the Lessee and the Lessee's Agents can only enter upon the Premises and open the bar on the Premises for business in accordance with the liquor licence restrictions for the Premises.

11.13 Food licence

The Lessee covenants and agrees to not to use or allow the Premises to be used for the sale of food and beverages without first obtaining the relevant a licence or permit required by any Written Law.

11.14 Liquor licence

- (1) The Lessee is permitted to sell and supply liquor in accordance with the provisions of section 48 of the *Liquor Control Act 1988* (WA) as it relates to club restricted licences (**Licence**).
- (2) The Lessee must comply with all conditions and restrictions of the Licence and agrees to fully indemnify the Lessor from all non-compliance.
- (3) Food shall be available to patrons during all trading hours.
- (4) A closed circuit television video ("CCTV") surveillance system able to identify individuals and showing times and dates must be in place on the licensed premises and operational. The CCTV system must comply with the requirements as identified in the Director's Policy 'Security at Licensed Premises'. The system is required to provide and record continuous images of the entrances and exits to the premises during normal trading hours and until one (1) hour after trading ceases. Images recorded via the CCTV system must be retained for at least twenty eight (28) days and must be made available for viewing or removal by the Police or other persons authorised by the Director.
- (5) Entertainment and music on the licensed premises is to be maintained at a volume that complies with the *Environmental Protection Act 1986* (WA) and the *Environmental Protection (Noise) Regulations 1997* (WA) at all times.



Annexure 2 – Minister for Lands' consent

[Insert Minister for Lands' consent letter for Reserve/Crown Land. Consent should be obtained, through the Department of Planning, Lands and Heritage prior to signing of the Lease. If the land is owned by the Council in fee simple then insert "Not applicable".]

Annexure 3 – Maintenance Schedule

If this Maintenance Schedule is silent, the provisions of the Lease will apply.

If an item of repair, maintenance or replacement is necessary because of any act or omission of or on the part of the Lessee or the Lessee Agents, or by the Lessees particular use or occupancy of the Premises, or the Lessor's insurances are invalidated by any act, neglect or default by the Lessee or the Lessee's Agents, the Lessor may require, by written notice to the Lessee, that the Lessee be fully responsible for the costs of such repair, maintenance or replacement.

Occupant Responsibilities

- General cleaning of the building and/or premises
- Removal of excess rubbish
- Repairs and replacement of light bulbs and tubes
- Replacement of window glass resulting from internal impacts.
- Repair of all plumbing, such as: washer replacements, leaking taps, blockages, tapware, toilet cisterns.
- Removal of internal graffiti where no break in has occurred and repaint if necessary
- Replacement of lost/stolen air conditioning control units
- Repair damage to any fitting, doors, door handles, door hinges, floor covering, wall, ceiling, installation, equipment etc. which have been damaged as a result of incidental or malicious actions, or negligence – as determined by the Shire's Property Condition Report.
- Lessor to be supplied with a set of Sports Club keys.
- Air conditioning units cleaning / inspections.
- Professional carpet cleaning bi-annually.
- Clearing and removal of debris in gutters bi-annually.
- All grease trap cleaning & filter replacements as required to maintain effective operation.
- Internal painting reviewed by Shire after seven years of signing of agreement to ascertain repainting requirements and inspected every two years thereafter.

Note: Maintenance

In negotiation with the Occupier, the Shire may identify where it is more appropriate for the Shire to carry out any of the above obligations, or where the Occupier requests the Shire to perform/contract maintenance which will be at the Occupier's cost. This may be recorded as a special condition or noted somewhere in this schedule.

Additional Occupant maintenance obligations

- Outdoor areas, including the grassed area leading to the tennis courts;
- Playground;
- Garden path leading to the main entrance;
- Carpark (rubbish and weeds); and

- Sheds and storage facilities on the premises.

Additional Condition:

The Lessor will be responsible for inspections and servicing of the following statutory requirements:

- Fire Safety Equipment
 - Fire Extinguishers;
 - Evacuation Plans;
 - Exit Signs.
- RCD and Emergency Lighting (Test & Tag).
- Testing and Tagging of Lessor owned equipment (fridges, microwaves).
- Testing and Tagging of equipment placed in facility by Lessee.
- RPZ Valve Testing (backflow device).
- Grease Traps.
- Asbestos (testing and removal).
- Pest Control Inspections (including termites).

Annexure 4 – Information requirements

Provision of information

- (1) The Lessee agrees to provide to the Lessor:
 - (a) a copy of the Lessee's audited annual statement of accounts for each financial year to be provided on:
 - (i) commencement of this lease; and
 - (ii) annually within seven days from the Lessee's Annual General Meeting
 - (b) advice of any changes in its office holders during the Term;
 - (c) quarterly reports as presented to Sports Club committee;
 - (d) any other information on the Lessee reasonably required by the Lessor
- (2) The Lessee agrees that it will not materially change its rules of association under the *Associations Incorporations Act 2015* without notifying the Lessor of its intention to make such a change prior to consideration of the required special resolution.



ATTESTATION SHEET

Executed by the parties as a Deed on the

26th

day of

February

in the year 2023

LESSOR/LESSORS SIGN HERE (NOTE 10)

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

Chief Executive Officer - Signature

(Print full name)

Shire President - Signature

(Print full name)

LESSEE/LESSEES SIGN HERE (NOTE 10)

THE COMMON SEAL of Perenjori Sports Club Inc. was hereunto affixed pursuant to the constitution of the Lessee in the presence of each of the undersigned each of whom hereby declares by the execution of this document that he or she holds the office in the Lessee indicated under his or her name:

Office Holder Sign

Office Holder Sign

Full Name

Full Name

Address

Address

Office Held

Office Held

12.5 COUNCIL HOUSING RENTAL FEES

| | |
|--------------------------------|---|
| Applicant: | Shire of Perenjori |
| File: | ADM 0700 |
| Date: | 19 June 2025 |
| Disclosure of Interest: | |
| Voting Requirements: | Absolute Majority |
| Author: | Nola Comerford – Manager Corporate and Community Services |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | Nil |

Summary

This agenda item addresses the current rental fee for Council housing, whereby staff receive a 25% rental fee discount. Additionally, amendments to Council Policy No. 5005 – Staff Housing are presented to Council for consideration.

Background

Under the Shire of Perenjori Enterprise Bargaining Agreement 2019 (EBA), Council provides a \$4.86 per hour housing allowance to current employees.

A 50% staff discount for housing was previously offered to attract and retain employees but was reduced to 25% in May 2023 as part of the 2023/24 Annual Budget. The table below outlines the weekly rental fee, staff discounted rent, and the housing allowance provided to employees for the 2024/25 budget. The table also allows for hourly housing allowance allocated to any new employees joining the Shire under the 2025 EBA.

| | |
|---|---|
| Council Resolution Number: 180523.10 | |
| Moved: Cr Fraser | Seconded: Cr Bradford |
| That Council: | |
| 1. | Endorse an increase of 25% for all employee property rentals for the 2023/24 Annual Budget. |
| 2. | Endorse an increase of 5.25% for all private property rentals for the 2023/24 Annual Budget. |
| 3. | Endorse a nil increase to Aged Units located at 40A and 40B Russell Street and fees for remaining Aged Units be determined by annual Centrelink income assessments. |
| Motion put and carried 4/0 by absolute majority | |

Statutory Environment

Local Government Act 1995

Residential Tenancies Act 1987

Policy Implications

5005 – Staff Housing

| | |
|------------------------------|-----------------|
| Adopted: | 20 October 2022 |
| Reviewed: | 2 May 2024 |
| Amended: | 20 October 2022 |
| Next Review: | March 2027 |
| Prev Policy Number/s: | Nil |

Policy Statement

To provide an incentive to attract, retain, and provide equity between Shire employees.

Policy

Employee housing shall be based on the following principals:

- The requirements of the *Residential Tenancies Act 1987* are met.
- The requirements of the Shire of Perenjori Enterprise Agreement 2019 are met.
- All housing allocations are approved by the CEO as determined by staff requirements in relation to housing availability at any given time.
- This policy does not apply to Managers or employees where housing is negotiated as part of their employment terms and conditions.
- That where a Manager relinquishes their negotiated housing as per the above point, then this policy will apply.
- Council staff housing, when available, will be allocated and prioritised for full time employees.
- Council shall set the market value of the rental properties annually throughout the budget process.
- A housing allowance in accordance with the 2019 Shire of Perenjori Enterprise Agreement will apply to **all** full time and part time employees (currently \$4.69 per ordinary hour, not applied to overtime) and be incorporated into Council's budget.
- A permanent part-time employee is classified as:
 - Working less than 38 ordinary hours per week.
 - Has reasonably predictable hours of work; and
 - Receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.
- Should the Council housing not be maintained to an acceptable standard (both inside and outside), the Chief Executive Officer reserves the right to discontinue the housing allowance.
- All employees shall sign a Residential Tenancy Agreement at the commencement of any rental arrangement.
- It is the responsibility of the tenant to regularly water and maintain gardens to an acceptable standard.

Housing Inspections

Annual inspections of Council housing, including yards, shall be conducted by a person authorised by the CEO. These inspections shall coincide with the annual inspection of all Council dwellings to determine the budget allocation for the housing maintenance program. The tenant will receive a minimum of 7 days written notice and a maximum of 14 days of such inspection.

Consultation

Paul Anderson – Chief Executive Officer
Ally Bryant – Finance Manager

Strategic Community Plan

Goal 2: Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed.

2.3. The Shire's buildings and leases are administered to an appropriate standard for the benefit of the community according to their need and use.

Goal 4: A strong and diverse Council working closely with the proactive and involved community.

4.6. The organisation, assets and finances of the Shire are managed responsibly.

Financial Implications

At the May 2025 Ordinary Council Meeting, Council endorsed the Fees & Charges Schedule for the 2025/26 financial year, including market rates for housing rentals. Depending on Council decision, additional income may be generated through increased rental fees.

Officer Comment

As shown in the table below, Council is essentially paying employees to reside in Council housing. Furthermore, employees who reside in private housing receive fewer financial benefits than those in Council-owned properties.

The table below shows weekly rental value and housing allowance for each Council property currently leased by Shire employees.

| Address | Market Rental Value | Staff Discounted Rental Value | 2019 EBA Housing Allowance paid to current employees | 2025 EBA Housing Allowance for NEW Employees |
|--------------------|---------------------|-------------------------------|--|--|
| 23 Hesford St | \$275.00 | \$166.00 | \$193.19 | \$124.64 |
| 8B John St | \$211.00 | \$132.00 | \$184.68 | \$124.64 |
| 3 Livingstone St | \$283.00 | \$184.00 | \$184.68 | \$124.64 |
| 11A Livingstone St | \$109.00 | \$82.00 | \$184.68 | \$124.64 |
| 5 Hirshauer Rd | \$285.00 | \$178.00 | \$196.83 | \$124.64 |
| 32 Livingstone St | \$275.00 | \$181.00 | \$87.48 (part-time) | \$124.64 |
| 36 Livingstone St | \$275.00 | \$181.00 | \$184.68 | \$124.64 |
| 27 Timmings St | \$310.00 | \$194.00 | \$184.68 | \$124.64 |

The current housing allowance of \$4.86 per hour is set by the 2019 Enterprise Bargaining Agreement and referenced in Policy No. 5005. The EBA does not require Council to offer discounted rental fees to employees.

The 2025 Enterprise Bargaining Agreement was recently endorsed and signed by the Secretary of the Australian Services Union Western Australian Branch which includes a reduced hourly housing allowance of \$3.28 to be applied to all new employees. The current hourly allowance of \$4.86 will be 'grandfathered' for existing employees.

Amendments to Policy No. 5005 – Staff Housing

The following amendments are proposed to be implemented in Policy No. 5005 – Staff Housing:

Employee housing shall be based on the following principles:

1. The requirements of the *Residential Tenancies Act 1987* are met.
2. The requirements of the Shire of Perenjori Enterprise Agreement 2019 are met.
3. All housing allocations are approved by the CEO as determined by staff requirements in relation to housing availability at any given time.
4. This policy does not apply to Managers or employees where housing is negotiated as part of their employment terms and conditions.
5. That where a Manager relinquishes their negotiated housing as per the above point, then this policy will apply.
6. Council staff housing, when available, will be allocated and prioritised for full time employees.
7. Council shall set the market value of the rental properties annually throughout the budget process.
8. ~~A housing allowance in accordance with the 2019 Shire of Perenjori Enterprise Agreement will apply to all full time and part time employees (currently \$4.69 per ordinary hour, not applied to overtime) and be incorporated into Council's budget.~~ Redundant – the EBA is already referred to in Item 2 and supersedes any Council policy.
9. ~~A permanent part-time employee is classified as:~~
 - ~~a. Working less than 38 ordinary hours per week.~~
 - ~~b. Has reasonably predictable hours of work; and~~
 - ~~c. Receives, on a pro rata basis, pay and conditions equivalent to those of full-time employees who do the same kind of work.~~ Redundant – permanent part-time employee classification is referred to in the EBA.
10. ~~Should the Council housing not be maintained to an acceptable standard (both inside and outside), the Chief Executive Officer reserves the right to discontinue the housing allowance.~~ This would be in breach of the EBA.
11. All employees shall sign a Residential Tenancy Agreement at the commencement of any rental arrangement.
12. It is the responsibility of the tenant to regularly water and maintain gardens to an acceptable standard.

Housing Inspections

Annual inspections of Council housing, including yards, shall be conducted by a person authorised by the CEO. These inspections shall coincide with the annual inspection of all Council dwellings to determine the budget allocation for the housing maintenance program. The tenant will receive a minimum of 7 days written notice and a maximum of 14 days of such inspection.

Amendments to Policy No. 5005 as indicated above are recommended to provide clarity and consistency.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council:

1. **Resolve to remove reduced rental fees for employees and apply the full market rental rates set in the 2025/26 Fees & Charges Schedule.**

OR

2. **Resolve to maintain a 25% rental discount of market value for all Shire of Perenjori employees residing in Council housing.**

OR

3. **Request the CEO to reduce the rental discount to 10% of market value for all Shire of Perenjori employees residing in Council housing.**

AND

4. **Endorse amendments to Council Policy Number 5005 – Staff Housing.**

Motion put and carried / lost by Absolute Majority

For:

Against:

[Next Item](#)

13. Community Development and Services:

13.1 STRATEGIC COMMUNITY PLAN

| | |
|-------------------------|--|
| Applicant: | Shire of Perenjori |
| File: | ADM 0790 |
| Date: | 19 June 2025 |
| Disclosure of Interest: | |
| Voting Requirements: | Simple Majority |
| Author: | Nola Comerford – Manager Corporate and Community Services |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 13.1.1 - Strategic Community Plan and Corporate Business Plan (Council Plan) |

Summary

The Shire of Perenjori's Strategic Community Plan (SCP) 2022 – 2032 (Council Plan) has undergone an annual review in line with the Department of Local Government's Integrated Planning and Reporting Framework.

Background

The *Local Government Act 1995* (the Act) requires local governments to plan for the future of the district. The Council Plan outlines the community's long-term (10+ years) vision, values, aspirations and priorities, with reference to other local government plans, information and resourcing capabilities. The Council Plan is not static, with a full review required by legislation every four years, and a desktop review recommended every two years.

Statutory Environment

Local Government Act 1995

5.56 – Planning for the future

- 1) A local government is to plan for the future of the district.
- 2) A local government is to ensure that plans made under subsection (1) are in accordance with any regulations made about planning for the future of the district.

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer
Marty Noordhof – Manager Infrastructure Services
Ally Bryant – Finance Manager
Adim Hajat – Community Development Officer

Financial Implications

Nil

Strategic Community Plan

This is a key strategic document and the primary document in Council's Integrated Planning and Reporting Framework.

Officer Comment

This review constitutes an annual review for the current Council Plan to incorporate the upcoming budget and capital programs. As per the Department of Local Government's 2016 IPR Framework and guidelines:

"Every second year, the process enters the Strategic Review. The Strategic Review alternates between the minor and major versions. The minor version is generally a desktop review process and tends to focus on resetting the Corporate Business Plan. The major version involves re-engagement with the community on vision, outcomes and priorities, and a comprehensive review of the whole IPR suite."

A few notable changes to the document have been included to reflect the upcoming 2025/26 Annual Budget.

- An update on status of major capital projects.
- Inclusion of future capital projects, dependent on Council Budget and external funding.
- 2025/26 roads program.
- Update to projected income statement.
- Removal of financial ratios which were required in Local Government Financial Reports as per FM Reg 50(1). This section was removed from the Financial Management Regulations in 2022.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council endorse the 2022-2032 Council Plan, incorporating the Strategic Community Plan and Corporate Business Plan, (Annual Review 2025).

Motion put and carried / lost

For:

Against:

[Next Item](#)



Strategic Community Plan and Corporate Business Plan

2022/23 – 2032/33



Adopted at the 18 August 2022
Ordinary Meeting of Council
Annual Review - June 2025



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ACKNOWLEDGEMENT OF COUNTRY

We acknowledge the Badimia people as the Traditional Owners and Custodians of the lands on which we live and work. We also pay our respects to Elders past, present and future.

MESSAGE FROM THE PRESIDENT

Welcome, on behalf of Council, to the Shire of Perenjori Strategic Community Plan and Corporate Business Plan (“Council Plan”).

Many members of the community contributed to the strategic review in 2022 and gave us a clear picture of the community’s vision and priorities. This was our guide in developing the plan and underpins our partnerships with the community and funders.



As a community, we have a strong desire for growth and renewed vitality, with the vision and drive to take the future into our own hands.

The community identified high priority gaps in our liveability and economy. These are driving the priorities in this Plan. Chief amongst them is population attraction, support for business and tourism development, community hub/supermarket, advocacy for health services, and town beautification.

This reviewed Plan provides no change to the community aspirations and strategies, as these will be reviewed in the next consultative review with the community in 2026.

Councillor Jude Sutherland
SHIRE PRESIDENT

MESSAGE FROM THE CHIEF EXECUTIVE OFFICER

This Council Plan charts the way forward for our Shire. I am proud to lead the organisation that is working to achieve an inspiring vision with and for the community. This desktop review continues to provide a holistic approach to planning for the future development and direction of the community.

The strategies and priorities have been carefully balanced to ensure that the Plan is affordable and practically achievable.

The Plan shows the projected costs over the coming years, and the implications for rates.

The organisation is fully aligned with the Council's direction. You can see the full list of services in the Plan, and what is changing over the coming years to maintain our general high standards and deliver the priorities.

I am looking forward to continuing to work with the community to implement this Council Plan.

Paul Anderson
CHIEF EXECUTIVE OFFICER

INTRODUCTION

Introduction

The Strategic Community Plan and Corporate Business Plan is a combined document ("Council Plan") under the Shire of Perenjori's Integrated Planning and Reporting (IPR) framework, followed by all local governments in Western Australia¹.

The Council Plan has been developed to show the community's aspirations, and set the vision, priorities, strategies and what the Council will deliver. The document also includes how the Plan will be resourced.

The Plan was initially reviewed at a Council Meeting and released for community consultation on 27 July 2022. It was open for submissions from 27 July to 10 August 2022, followed by adoption at the August 2022 Ordinary Council Meeting.

Strategic Plans are reviewed annually to ensure the Shire is honoring the feedback provided by the community in the past and to identify projects and actions that have been delivered against those objectives.

Why is this Plan important?

This Plan will:

- guide Council's detailed plans and annual budgets
- provide the basis for working with our community and partners to achieve the vision
- enable us to pursue funding by showing how projects align with our community and the Plan
- provide a framework for monitoring progress

COMMUNITY PROFILE



The Shire of Perenjori is a local government area in the Mid West region of Western Australia. The Shire covers an area of 8,313 square kilometres.

Perenjori, from the Aboriginal word "Perangary", meaning water hole, is situated 350 km north of Perth and 39 km south-east of Morawa in the northern agricultural region. Perenjori is one of nine government areas that make up WA's Wildflower Country and is part of the "Wildflower Way Tourist Drive" that runs from Dalwallinu to Geraldton.

The snapshot below shows key characteristics of the population (as of the 2021 Census), including comparisons with Western Australia as a whole.

INTRODUCTION

- ¹ See the Department of Local Government, Sport and Cultural Industries website for more details:
<https://www.dlgsc.wa.gov.au/local-government/strengthening-local-government/intergrated-planning-and-reporting>

Snapshot of Key Characteristics

| Item | Perenjori 2016 | Perenjori 2021 | Change 2016-2021 | WA 2021 |
|---|--|---|--|--|
| Population | 617 | 629 | +12 | 2,660,026 |
| Aboriginal and Torres Strait Islander peoples | 6.0% | 2.9% | -3.1% | 3.3% |
| Male:Female ratio | 64:36 | 62:38 | -2:+2 | 50:50 |
| People with disability (core need for assistance) | 2.3% | 1.1% | -1.2% | 4.6% |
| Median age | 42 | 43 | +1 | 38 |
| Children and young teens (0-14) | 14.5% | 14.1% | -0.4% | 19.0% |
| Working age (15-64) | 75.5% | 71.2% | -4.3% | 65.0% |
| Seniors (65+) | 10.1% | 14.6% | +4.5% | 16.1% |
| Born overseas | 13.0% | 12.4% | -0.6% | 32.2% |
| Volunteering | 27.6% | 19.1% | -8.5% | 15.9% |
| Total business counts* <i>*ABS Counts of Australian Businesses</i> | 109 | 113 | +4 | N/A |
| Top three industries by employment | Iron Ore Mining; Other Grain Growing; Sheep or Beef Cattle Farming | Other Grain Growing; Iron Ore Mining; Sheep or Cattle Farming | Same | N/A |
| Unemployment rate | 2.8% | 0.0% | -2.8% | 5.1% |
| Participation in labour force | 75.4% | 57.3% | -18.10% | 63.9% |
| Median household income | \$1,343 | \$1,652 | +\$309 | \$1,815 |
| Completed Yr 12+ | 15.5% | 14.2% | -1.3% | 15.5% |
| Tertiary qualification | 23.2% | 29.9% | +6.7% | 50.9% |
| Rental affordability | \$110 (7.4% of average weekly household income) | \$170 (10.3% of average weekly household income) | +\$60 (+2.9% of average weekly household income) | \$340 (18.7% of average weekly household income) |

COMMUNITY ENGAGEMENT SUMMARY

Overview

The community engagement was conducted during March and April 2022. It followed Council, staff and community scene-setting workshops that reviewed progress, considered challenges and opportunities, and identified key questions for the community.

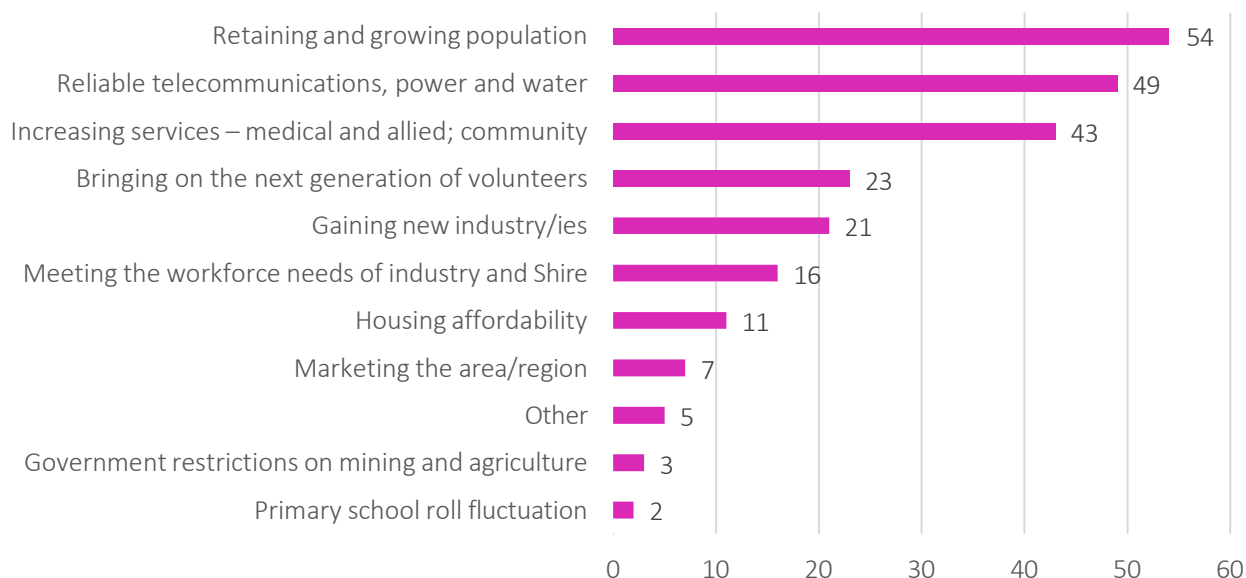
The purpose of the engagement was to gain a clear understanding of the community's vision and priorities. It consisted of two in-person community workshops and a survey. The workshops were held in Perenjori (30 March 2022) and Latham (31 March 2022). The survey was open from 25 March – 9 April 2022.

There were 31 participants in the workshops and 49 participants in the survey². The results showed some strong and consistent themes which are summarised below.

Summary of Results

Key Challenges

The combined participants across the workshops and surveys identified the top three challenges for the community as being retaining and growing population, reliable utilities, and increasing services, as shown in the graph below.



² Note that community members were able to participate in both the survey and the workshops.

Vision

The combined participants across the workshops and survey identified their vision for the future. The community itself was the consistently strongest element; with more people, active and involved; and an appealing, clean, green and beautiful place. The community's vision also sees gaps filled in health, education and local goods and services, as a key to liveability and retaining and growing the population. The vision is represented in the word cloud below.



Goals

The combined participants identified the following items as being most important in each of the four goal areas of social, built and natural environment, economic, and governance and leadership.

Social

- Friendly, welcoming, inclusive, connected
- More people
- Great place to live for all ages and stages of life - things to do, sports, social, facilities
- Peaceful, quiet and free

Built and Natural Environment

- Eco-friendly - buildings, energy, recycling
- Beautify and maintain an inviting main street
- New shop/hub
- Conservation and environment hub - research, education, environment centre
- Natural beauty, landscapes, flora and fauna to be enjoyed and shared

Economic

- Diversify industry
- Fill gaps in economy (trades, services, shops)
- Affordable housing

Governance and Leadership

- Strong and diverse Council
- Proactive, open minded, involved community
- Council and community working together

Prioritisation of Services

Importance vs satisfaction

Survey participants were asked to rank Shire services in both importance and satisfaction. Looking at the gap between the two, the following priorities emerged. In each case, the services rated above average in satisfaction, however, the satisfaction rating was relatively lower than their very high importance rating:

- Economic Development and Tourism
- Council Leadership, Partnerships, and Advocacy
- Community Engagement and Communications
- Town Sites Beautification and Street Trees
- Emergency Management
- Roads and Drainage

Focus for improvements

The combined participants identified what they wanted the Shire to focus on for improvements. The top four areas were:

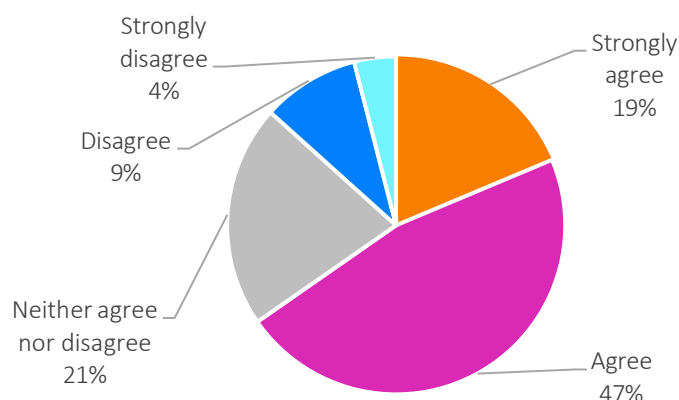
- Economic Development and Tourism
- Town sites beautification and street trees
- Community Development and events
- Roads and Drainage

Willingness to pay for improvements

Of the above priority areas, economic development and tourism, and roads and drainage, emerged as two areas for improvement that community members were willing to pay for. Community members also indicated a high willingness to pay for medical services.

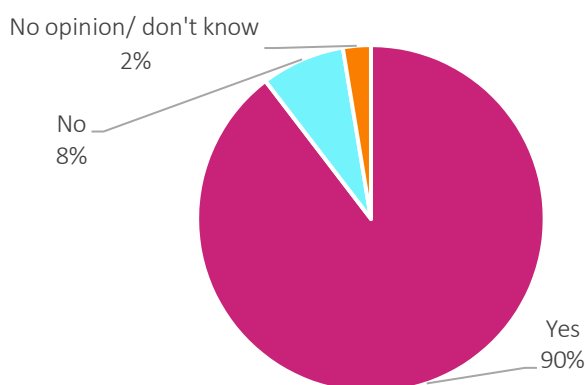
Population Growth

Participants were also asked if the Shire should focus on migrant attraction to grow the population. The combined responses in the pie chart below show that two thirds agreed or strongly agreed with this approach.



Community Hub development

The participants were also asked, in principle, do you think the Shire should consider the development of a Community Hub? A resounding 90% of respondents across the workshops and survey were in agreement, as shown in the pie chart below.



Volunteering

The last question was about people's ideas to increase volunteering. This question came from the observation that a small number of volunteers in an older age group are shouldering a disproportionate load of committee roles. This is unsustainable. Participants suggested the following approaches to bring new people and generations into

- Ask them/invite/encourage
- Make the jobs fun/interesting/'right-sized'
- Engage the young generation early
- Reduce red tape/administration – can this be centralised?
- Consolidate into fewer stronger groups – people spread too thin

STRATEGIC DIRECTION

The strategic direction for the plan is driven by the community. It covers things that the Shire is directly responsible for, as well as things that others (such as Federal or State Government, industry, or other stakeholders) are responsible for. It also covers areas where wider social and economic forces, including global trends, are at play.

Collaboration, partnerships and mutually reinforcing efforts towards the vision are therefore critical to the success of the Plan.

After careful consideration of the community engagement results, Council has distilled the following vision, goals, priorities and strategies.

Vision

Our community is strong and growing.

We create our own future with imagination and energy.

We are proud of this place we call home and welcome visitors to share in its outstanding natural beauty.

Goals

Social

- A healthy and inclusive community, and a great place to live for all ages and stages of life.

Built and Natural Environment

- Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed.

Economic

- A flourishing economy, with businesses offering a suite of trades, goods and services, retail and hospitality offerings.

Governance and Leadership

- A strong and diverse Council working closely with a proactive and involved community

Priorities

The following priorities are driving the Council Plan. Note that while the priorities have been assigned to particular goal areas, they often contribute to more than one, for example the community hub has both social and economic outcomes.

| 10 YEAR PRIORITIES | 4 YEAR PRIORITIES |
|--|--|
| Social | |
| <ul style="list-style-type: none"> ▪ Increase population | <ul style="list-style-type: none"> ▪ Dispose of older housing stock and increase quality housing ▪ Establish migrant attraction program |
| <ul style="list-style-type: none"> ▪ Improve liveability | <ul style="list-style-type: none"> ▪ Establish Perenjori Community Hub ▪ Identify needs and options, and advocate for improved medical, health and ancillary services ▪ Decide the future of Latham Hall |
| <ul style="list-style-type: none"> ▪ Sustainable volunteering | <ul style="list-style-type: none"> ▪ Explore options for increasing capacity of groups, including possible centralisation of some tasks and consolidation |
| Natural and Built Environment | |
| <ul style="list-style-type: none"> ▪ Improve the appeal and maintenance of townsites | <ul style="list-style-type: none"> ▪ Beautify Perenjori Main St and selected Latham areas: <ul style="list-style-type: none"> – Planting – Lighting – Street furniture – Paths and kerbs |
| <ul style="list-style-type: none"> ▪ Deliver a high standard of local roads | <ul style="list-style-type: none"> ▪ Continue to incrementally improve road maintenance |
| Economic | |
| <ul style="list-style-type: none"> ▪ Support tourism development | <ul style="list-style-type: none"> ▪ Develop Karara Rangelands and marketing, working with Department and Traditional Owners |
| <ul style="list-style-type: none"> ▪ Expand the local provision of goods and services | <ul style="list-style-type: none"> ▪ Promote business opportunities in the Shire of Perenjori |
| Governance and Leadership | |
| <ul style="list-style-type: none"> ▪ Increase civic engagement | <ul style="list-style-type: none"> ▪ Build leadership capacity in the community |

Strategic Objectives

Each Goal has several strategic objectives feeding into it, as shown in the tables below. There will be regular reporting on implementation progress and the success measures on pages 30-31.

These objectives will be updated every four years as the Plan is reviewed and refreshed.

Goal 1: An inclusive community and a great place to live for all ages and stages of life

Strategic Objectives

- 1.1. The community is active and has access to a range of sport and recreation facilities
- 1.2. Community life is enhanced and nurtured with well supported clubs, community groups, and essential volunteer-based services
- 1.3. Arts, culture, libraries and events create memorable experiences and enrich and strengthen the community
- 1.4. The community is accessible for and inclusive of people with disability
- 1.5. Early childhood services are provided in support of workforce participation and educational outcomes
- 1.6. Young people are engaged in pro-social activity and civic life
- 1.7. Gaps in medical, allied health services, and other community services are filled where possible to meet the needs of the local population
- 1.8. Seniors are valued and supported to age in place
- 1.9. Emergency management and associated community liaison and education activities are undertaken to protect the community and minimise harm from disasters

Goal 2: Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed

Strategic Objectives

- 2.1. Public health, safety and amenity standards are upheld
- 2.2. Land use and building regulations are designed and administered to meet the current and future needs of the community
- 2.3. The Shire's buildings and leases are administered to an appropriate standard for the benefit of the community according to their need and use
- 2.4. Local Aboriginal and non-Aboriginal stories, structures and places of interest are acknowledged, preserved and promoted as appropriate.
- 2.5. Waste management services are provided efficiently and sustainably
- 2.6. Roads, footpaths and drainage are appropriately managed according to their need and use
- 2.7. Parks, gardens, street trees and reserves are appropriately managed according to their need and use
- 2.8. The provision of cemeteries reflects community needs, heritage values, and a peaceful natural environment

Goal 3: A diverse economy, with flourishing businesses offering a suite of trades, services and retail offerings

Strategic Objectives

- 3.1. Opportunities are maximised to promote economic growth and local development
- 3.2. Visitors are welcomed and well-catered for

Goal 4: A strong and diverse Council working closely with the proactive and involved community

Strategic Objectives

- 4.1. The community is well-informed and engaged
- 4.2. The Shire listens to and works closely with the community and its decision-making is transparent and accountable
- 4.3. The Shire advocates and partners effectively on behalf of the community
- 4.4. The Shire works proactively with the Traditional Owners regarding sites and other matters of significance to the Badimia people
- 4.5. People receive a high standard of customer service in their dealings with the Shire
- 4.6. The organisation, assets and finances of the Shire are managed responsibly

ACHIEVING THE VISION

The Shire's Roles

Local governments operate under statutory laws and provide some discretionary services to meet the needs of the community. The primary roles of the Shire are outlined below.

Delivery of Facilities and Services

This includes parks and gardens, roads, footpaths, drainage, waste management, sport and recreation facilities, library, events, and support for community groups. Some of those services are based on assets, for instance roads and buildings. Maintenance and renewal of assets is a vital part of the Shire's role.

Regulation

Local governments have specific regulatory responsibilities that are essential for community wellbeing. For example, they have a regulatory role in public health (e.g. licensing and monitoring food premises), the appropriateness and safety of new buildings, and the use of land. These areas are subject to regulation to ensure a minimum standard is adhered to, as well as to minimise the potential to impose costs or adverse effects on others (e.g. food poisoning or injuries). Balancing the rights of those wishing to operate and the rights of those who may be affected or consider themselves to be affected can be challenging.

Facilitation, Influence and Advocacy

In some cases, the Shire enables or facilitates services to be provided by others or in partnership with the Shire rather than directly providing or funding the service (for example facilitating community care efforts through volunteer programs etc.). Influencing the decisions of others who do or can contribute to positive community outcomes in the Shire is an important role. Advocacy to regional agencies, the Federal and State Government and other agencies for recognition, funding, policy or planning support is a good example.

Civic Leadership

The Shire is uniquely able to provide civic leadership. While there are many others in the community with leadership capacity and responsibility, the Shire is the only entity with a democratic mandate to represent the community as a whole. It is the only entity with a statutory mandate to plan for the future of the community across social, economic and environmental wellbeing. It is therefore uniquely placed to bring together key players across government, industry and the community sector to align and coordinate activity, maintain momentum and track progress.

Good governance and leadership plays a central role in signalling community confidence in its future, building and supporting the leadership of others within the community, attracting people to the Shire and the town, and positioning the community to leverage external funding and investment.

Shire Services

| Social | Natural and Built Environment | Economic | Governance and Leadership |
|---|---|--|--|
| <ul style="list-style-type: none"> ▪ Aquatic Centre ▪ Community Development and Events ▪ Latham Community Centre and Tennis Courts ▪ Perenjori Recreation Pavilion ▪ Perenjori Gymnasium ▪ Library Services ▪ Support for community services (such as medical, Community Resource Centre, childcare) ▪ Emergency Management | <ul style="list-style-type: none"> ▪ Animal Control ▪ Public/Environmental Health ▪ Ranger Services ▪ Planning Services ▪ Building Control ▪ Shire Buildings and Leases ▪ Waste Management ▪ Roads, footpaths and drainage ▪ Street Tree Maintenance ▪ Parks and Reserves ▪ Emergency Water Supplies ▪ Cemeteries and burials | <ul style="list-style-type: none"> ▪ Economic Development and Tourism <ul style="list-style-type: none"> — Caravan Park — Perenjori Visitor Centre and Museum — Marketing | <ul style="list-style-type: none"> ▪ Community engagement and communications ▪ Council Leadership, Partnerships, and Advocacy ▪ Customer Service ▪ Licensing ▪ Financial Planning and Management ▪ Asset Planning and Management ▪ Risk Management ▪ Workforce Planning and Management |

Key Assumptions

| Item | Assumption |
|--|--|
| Population growth | Moderate increase in residents is expected, in line with population strategy |
| Inflation | The Local Government Cost Index (LGCI) is estimated at approximately 2.5% per annum which is broadly in line with expectations of the Consumer Price Index (WALGA March 2022). However, WALGA notes that this estimate needs to be treated with caution. The LGCI may under-represent the impact of ongoing materials and labour shortages in construction-related industries, especially in regional areas. |
| Rates Increase | 4% 2025/26. The Long Term Financial Plan 2023-2028 enables a rates profile to be set for the coming years. |
| Operating grants and contributions, fees and charges | Increase in line with inflation |
| Employee, materials and contracts Costs | Increase in line with inflation |
| Borrowings | The Shire is borrowing funds for the community hub (supermarket) and new GROH housing. |
| General economic forecast for Western Australia | Gross State Product is expected to remain positive over the next four years at least. The labour market is expected to remain tight, with ongoing skills and labour shortages. |

Service Delivery

The following table sets out all the services the Shire will deliver over four years, grouped under the responsible section (see organisational chart above). The table identifies each service, the SCP strategy or strategies the service primarily links with, the current outputs, and what, if any, changes to the level of service are planned over the four-year period of the Corporate Business Plan.

Service Plan Summary 2022/23 – 2025/26

| Service | Strategic Objectives | Current Outputs | Describe Level of Service change over 4 years (if any) |
|----------------------------------|--|---|--|
| Economic Development and Tourism | <p>Opportunities are maximised to promote economic growth and local development</p> <p>Visitors are welcomed and well-catered for</p> | <ul style="list-style-type: none"> Support Perenjori Visitor Centre Business Incubator Project (not currently active) | <ul style="list-style-type: none"> Develop Karara Rangelands and marketing, working with Department and Traditional Owners Increase promotion of business opportunities |
| Community Development and Events | <p>Community life is enhanced and nurtured with well supported clubs, community groups, and essential volunteer-based services</p> <p>Young people are engaged in pro-social activity and civic life</p> <p>Seniors are valued and supported to age in place</p> | <ul style="list-style-type: none"> Events include Australia Day, ANZAC Day Community bus hire Community initiatives include Community Benefit Fund, Men's Mental Health, Women's Wellness, Seniors and volunteers' function Support Ag Show, Car Rally | <ul style="list-style-type: none"> Touring facility to visit Perenjori - two live shows per year Children and young people leadership; Junior Council and Youth Advisory Council Ensure local leaders are trained, mentored and supported |

| Service | Strategic Objectives | Current Outputs | Describe Level of Service change over 4 years (if any) |
|--|---|--|--|
| | <p>The community is accessible for and inclusive of people with disability</p> <p>Arts, culture, libraries and events create memorable experiences and enrich and strengthen the community</p> | | |
| Library Services | <p>Arts, culture, libraries and events create memorable experiences and enrich and strengthen the community</p> | <ul style="list-style-type: none"> Libraries in the Perenjori Shire and Latham Post Office Access to books, audio and DVDs ordered through the WA State Library | |
| Community engagement and communications | <p>The community is well-informed and engaged</p> <p>The Shire listens to and works closely with the community and its decision-making is transparent and accountable</p> | <ul style="list-style-type: none"> Regular communications on Facebook, Website, local newspaper Community engagement in Integrated Planning and Reporting Community input on key decisions | <ul style="list-style-type: none"> Induction for new residents Marketing Perenjori to itself Keep the community informed of progress with projects and activities |
| Council Leadership, Partnerships, and Advocacy | <p>The Shire listens to and works closely with the community and its decision-making is transparent and accountable</p> <p>The Shire advocates and partners effectively on behalf of the community</p> <p>Gaps in medical, allied health services, and other community services are</p> | <ul style="list-style-type: none"> Regional collaboration Community partnerships Advocacy to achieve community priorities Attract external funding to implement community priorities | <ul style="list-style-type: none"> Migrant Attraction – Population Growth Strategy |

| Service | Strategic Objectives | Current Outputs | Describe Level of Service change over 4 years (if any) |
|----------------------|---|---|--|
| | <p>filled where possible to meet the needs of the local population</p> <p>The Shire works proactively with the Traditional Owners regarding sites and other matters of significance to the Badimia people</p> | | |
| Emergency Management | Emergency management and associated community liaison and education activities are undertaken to protect the community and minimise harm from disasters | <ul style="list-style-type: none"> ▪ Support FESA, St Johns and Roadwise Committee to continue services to Emergency Management ▪ Bushfire prevention activities and education ▪ Disaster management and recovery | |
| Aquatic Centre | The community is active and has access to a range of sport and recreation facilities | <ul style="list-style-type: none"> ▪ 25m six lane lap pool. Leisure/toddler pool with water features. ▪ Open October to April ▪ Weekdays: 6.00 – 9.00 am, 3.00 - 6.00 pm (closed Wednesdays) Weekends 12.00pm - 6.00pm ▪ Available for events on application | |
| Perenjori Gymnasium | The community is active and has access to a range of sport and recreation facilities | <ul style="list-style-type: none"> ▪ Gym co-located with aquatic centre ▪ Air conditioned 24 hour gym with mix of cardio, weights and other equipment | |

| Service | Strategic Objectives | Current Outputs | Describe Level of Service change over 4 years (if any) |
|---|---|---|--|
| Latham Community Centre and Tennis Courts | The community is active and has access to a range of sport and recreation facilities | <ul style="list-style-type: none"> Community Centre Tennis Courts Gymnasium | |
| Perenjori Recreation Pavilion | The community is active and has access to a range of sport and recreation facilities | <ul style="list-style-type: none"> Pavilion Squash Courts Football/Cricket Oval | |
| Shire Buildings and Leases | The Shire's buildings and leases are administered to an appropriate standard for the benefit of the community according to their need and use | <ul style="list-style-type: none"> Administration Centre and other Shire buildings (Shire purposes) 16 houses, 12 units (4 houses and 2 units in partnership with Dept of Communities) Facilities hire | <ul style="list-style-type: none"> Continued future housing development (Perenjori Housing Project) – 2x2 bedroom houses Maintenance plan and increased level of maintenance on houses |
| Caravan Park | Visitors are welcomed and well-catered for | <ul style="list-style-type: none"> Four self-contained chalets "The Village" - 24 individual units Caravan Bays and Camp sites | <ul style="list-style-type: none"> 2 x Caravan Park chalets |

| Service | Strategic Objectives | Current Outputs | Describe Level of Service change over 4 years (if any) |
|------------------------|---|---|--|
| Cemeteries and burials | The provision of cemeteries reflects community needs, heritage values, and a peaceful natural environment | <ul style="list-style-type: none"> Perenjori Cemetery Latham Cemetery Niche Wall Funeral Director and related licensing | <ul style="list-style-type: none"> Installation of gazebo at Perenjori Cemetery |

| | | | |
|-----------------------------|---|--|--|
| Animal Control | Public health, safety and amenity standards are upheld | <ul style="list-style-type: none"> ▪ Annual statutory registration of cats and dogs ▪ Pick up of stray animals, return to owners, rehome or dispose ▪ Operate Pound | |
| Public/Environmental Health | Public health, safety and amenity standards are upheld | <ul style="list-style-type: none"> ▪ Environmental Health matters including food premises inspections ▪ Enquiries and applications through contracted professionals | |
| Ranger Services | Public health, safety and amenity standards are upheld | <ul style="list-style-type: none"> ▪ Contract Ranger Service ▪ Random monthly patrols of the Perenjori Town Site | |
| Building Control | Land use and building regulations are designed and administered to meet the current and future needs of the community | <ul style="list-style-type: none"> ▪ Processing of Building Applications within statutory timeframes ▪ Enquiries and applications through contracted professionals | |
| Planning Services | Land use and building regulations are designed and administered to meet the current and future needs of the community | <ul style="list-style-type: none"> ▪ Local Planning Strategy and Local Planning Scheme ▪ Processing of Development Applications within statutory timeframes ▪ Enquiries and applications through contracted professionals | |

| Service | Strategic Objectives | Current Outputs | Describe Level of Service change over 4 years (if any) |
|-----------------------------------|---|---|--|
| | | | |
| Customer Service | People receive a high standard of customer service in their dealings with the Shire | <ul style="list-style-type: none"> Provide public enquiry, bookings, and other information about services Secure record keeping | |
| Licensing | People receive a high standard of customer service in their dealings with the Shire | <ul style="list-style-type: none"> Range of licensing services on behalf of the Department of Transport | |
| Risk Management | The organisation, assets and finances of the Shire are managed responsibly | <ul style="list-style-type: none"> Maintain, implement and monitor strategic and operational risk registers and systems | <ul style="list-style-type: none"> Continuous improvement |
| Financial Planning and Management | The organisation, assets and finances of the Shire are managed responsibly | <ul style="list-style-type: none"> Long Term Financial Plan Rates Fees and Charges Debtors and Creditors Payroll | <ul style="list-style-type: none"> Continuous improvement |

| | | | |
|-----------------------------------|--|--|--|
| Workforce Planning and Management | The organisation, assets and finances of the Shire are managed responsibly | <ul style="list-style-type: none"> ▪ Workforce Plan ▪ Workplace Safety and Health ▪ Human Resources | |
|-----------------------------------|--|--|--|

| Service | Strategic Objectives | Current Outputs | Describe Level of Service change over 4 years (if any) |
|-------------------------------|---|---|--|
| Roads, footpaths and drainage | Roads, footpaths and drainage are appropriately managed according to their need and use | <ul style="list-style-type: none"> ▪ 243 km sealed, 1,453 km unsealed roads ▪ Gravelling, resealing, footpath extension and maintenance ▪ Plant and equipment | <ul style="list-style-type: none"> ▪ Incrementally improve the condition of roads |
| Parks and Reserves | Parks, gardens, street trees and reserves are appropriately managed according to their need and use | <ul style="list-style-type: none"> ▪ Parks, ovals and gardens | |
| Street Tree Maintenance | Parks, gardens, street trees and reserves are appropriately managed according to their need and use | <ul style="list-style-type: none"> ▪ Street trees maintained to be safe and not interfere with powerlines | |
| Emergency Water Supplies | The organisation, assets and finances of the Shire are managed responsibly | <ul style="list-style-type: none"> ▪ Alternative non potable water supplies to supplement needs (road, town gardening, agriculture, emergency) | <ul style="list-style-type: none"> ▪ Preserve the Caron Dam - roofing and structure repairs ▪ Perenjori non-potable water supply |
| Waste Management | Waste management services are provided efficiently and sustainably | <ul style="list-style-type: none"> ▪ Weekly rubbish collection ▪ Waste Oil Facilities ▪ Bulk Rubbish/Verge Side Collection ▪ Refuse Sites at Perenjori and Latham | <ul style="list-style-type: none"> ▪ Participate in regional strategic waste management project and explore opportunity for recycling |

| | | | |
|-------------------------------|--|--|--|
| Asset Planning and Management | The organisation, assets and finances of the Shire are managed responsibly | <ul style="list-style-type: none"> ▪ Asset Management Plans (to be developed) | <ul style="list-style-type: none"> ▪ Asset Management Plans developed with renewal schedules ▪ Ensure ongoing maintenance and renewal of existing facilities |
|-------------------------------|--|--|--|

Major projects

Major capital projects arising from the service plan summary above are listed in the table below with status.

| Major Capital Projects | First | Second | Third |
|--|-----------|-------------|------------------------------------|
| Re-roofing Caron Dam | Completed | | |
| Community Hub Planning and Design | Completed | | |
| Community Hub Construction | | In progress | |
| 2 x 3x2 bedroom house2 | | Completed | |
| 2x Caravan Park chalets | | | Deferred pending Council direction |
| Refurbishment of Perenjori Oval public toilets | | | Completed |
| Upgrade of Camp Kitchen | | Completed | |
| Refurbishment of ablutions at Caravan Park | | | Pending |
| Review of future of Latham Hall | | | In progress |
| Dump Point at RV Parking near Pavilion | | | Completed |
| Pavilion Coolroom | | Completed | |
| Replacement of Town Hall roof | | | Completed |
| Airconditioning in Town Hall | | | Completed |
| Installation of solar panels on Council properties | | Completed | |
| Construction of shelter at Cemetery | | Completed | |

| | | | |
|---|-------------|-----------|--|
| Installation of solar lights at Latham Community Centre | | Completed | |
| Solar street lighting of North Rd from Downer St to Crossing St | Completed | | |
| Landscaping along Fowler St | In Progress | | |

Depending on Council approval of Annual Budgets, and availability of funding, following are future major capital projects.

| Major Capital Projects | 2025/26 | 2026/27 | 2027/28 | 2028/29 |
|---|---------|---------|---------|---------|
| Renovation of Latham Community Centre ablutions | | | | |
| Replacement of Museum/Tourist Centre ceiling | | | | |
| Aquatic Centre - renovation of rusted poles | | | | |
| Aquatic Centre – relining of pool bowl | | | | |
| Community Bus – Latham | | | | |
| Community Bus – Perenjori | | | | |
| North Rd blue units – bathroom renovations | | | | |
| Railway Station repairs and renovations | | | | |
| Pump Track | | | | |
| Latham Hall upgrades | | | | |
| Waste facilities upgrade | | | | |
| Community Hub landscaping | | | | |
| Community Shed construction (repurposing existing facility) | | | | |
| Main street beautification | | | | |
| Tourism Strategy | | | | |
| Construction of additional housing | | | | |

The following road projects are intended to be undertaken in 2025/26.

| Road Projects 2025/26 | |
|--|-----------|
| Bunjil Rd – resheet SLK 4.55-9.5 | \$240,057 |
| Spencer Rd – resheet SLK 33.75-36.28 and 17.32-21.21 | \$325,873 |
| Rayner Rd – resheet SLK 2.39-3.46 | \$53,257 |
| Syson Rd – resheet SLK 0-2.83 and 3.95-6 | \$450,000 |
| Rabbit Proof Fence Rd – resheet SLK 24.23-27.52 | \$244,243 |
| Coorow-Latham Rd – repairs/reseal SLK 15.1-16.31 | \$450,000 |
| Syson Rd – repairs/reseal SLK 2.83-3.95 | \$427,000 |
| England Cr – repair/reseal SLK 0.03-0.17 | \$14,700 |
| Hesford St – repair deformations SLK 0.02-0.5 | \$59,040 |

RESOURCING THE PLAN

The reviewed plan requires a rate increase of 4% in Financial Year 2025/26. The Shire is currently borrowing funds of \$600,000 for the housing project and \$1,500,000 for the supermarket (Community Hub). Investment in additional housing provides an opportunity to upgrade Council housing stock for either staff or private tenancy whilst the development of a supermarket was identified as a high priority from community consultation undertaken during the implementation of this plan.

The Shire's Long Term Financial Plan was reviewed in 2022/23. The objective of the Shire's financial planning and management is to ensure that the community's assets are able to be sustainably maintained and renewed (and replaced at the end of their life), and that services can be delivered reliably, at a level that is affordable to the community and meets their needs.

RESOURCING THE PLAN

Projected Income Statement

| | 2025/26 | 2026/27 | 2027/28 | 2028/29 |
|-------------------------------------|--------------------|--------------------|--------------------|--------------------|
| Revenues | | | | |
| Rates | 3,605,981 | 3,750,220 | 3,900,229 | 4,056,238 |
| Grants, subsidies and contributions | 3,292,737 | 3,391,519 | 3,493,264 | 3,598,063 |
| Fees & charges | 1,140,485 | 1,174,699 | 1,209,940 | 1,246,239 |
| Interest earnings | 157,300 | 117,300 | 117,300 | 117,300 |
| Other revenue | 365,587 | 376,554 | 387,851 | 399,487 |
| | 8,562,090 | 8,810,292 | 9,108,584 | 9,417,327 |
| Expenses | | | | |
| Employee costs | (3,682,023) | (3,606,290) | (3,732,511) | (3,863,148) |
| Material & contracts | (2,560,725) | (2,217,457) | (2,217,457) | (2,328,333) |
| Utility charges | (404,506) | (316,234) | (327,303) | (338,753) |
| Interest expenses | (160,473) | (153,175) | (143,629) | (139,280) |
| Insurance | (202,369) | (208,440) | (214,693) | (221,134) |
| Other expenditure | (183,340) | (188,840) | (194,505) | (200,340) |
| | (7,193,436) | (6,690,436) | (6,830,098) | (7,090,988) |

STRATEGIC RISK MANAGEMENT

| Risk | Risk Controls |
|---|--|
| Core changes to role of Local Government and/or funding | <ul style="list-style-type: none"> Long Term Financial Plan Lobbying and advocacy Community engagement |
| Breakdown in relationship between Shire President/Council and CEO | <ul style="list-style-type: none"> Code of Conduct and relevant policies Regular meetings CEO/Shire President CEO performance review process Councillor induction and training |
| Breakdown in relationships amongst Councillors | <ul style="list-style-type: none"> Code of Conduct and relevant policies Councillor induction and training |
| Lack of community awareness and engagement with Council's direction | <ul style="list-style-type: none"> Communications and community engagement |
| Lack of available skilled contractors/suppliers | <ul style="list-style-type: none"> Tender and Procurement Process Workforce Plan (bring more trades in-house) |
| Increased contractor and/or materials costs putting pressure on capital program | <ul style="list-style-type: none"> Long Term Financial Plan Asset Management Plans Budget process Rigor of project management |
| Employee cost rises above assumption | <ul style="list-style-type: none"> Long Term Financial Plan Workforce Plan Budget process |
| Reduced external grants/funding | <ul style="list-style-type: none"> Long Term Financial Plan Budget process Lobbying and advocacy |
| Misappropriation of funds | <ul style="list-style-type: none"> Policies and Procedures Audit controls |
| Low business growth | <ul style="list-style-type: none"> Economic development facilitation Long Term Financial Plan |
| Lack of available skilled staff | <ul style="list-style-type: none"> Workforce Plan |
| High staff turnover | <ul style="list-style-type: none"> Workforce Plan |
| Disasters i.e. COVID 19 re-emergence/other pandemic/bushfire/flood/storm | <ul style="list-style-type: none"> Council policies and management policies, Local Emergency Management Risk Mitigation, Planning, Response and Recovery Arrangements |

SUCCESS MEASURES

The Council will closely monitor the implementation of the Plan. The following measures have been chosen to give a good indication of the success of the Plan. The financial and asset ratio targets are based on guidelines provided by the Department of Local Government, Sport and Cultural Industries. Note that these are currently under review by the Department and will be updated if they are revised.

Outcome Indicators

| Outcome Indicators | Desired Trend/Target |
|---|----------------------|
| An inclusive community and a great place to live for all ages and stages of life | |
| Population growth | Increasing |
| Volunteering | Increasing |
| Community satisfaction with the Shire of Perenjori as a place to live | Increasing |
| Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed | |
| Community satisfaction with the presentation of the townsites | Increasing |
| Community satisfaction with Shire roads | Increasing |
| A diverse economy, with flourishing businesses offering a suite of trades, services and retail offerings | |
| Number of businesses | Increasing |
| Caravan Park occupancy | Increasing |
| A strong and diverse Council working closely with the proactive and involved community | |
| Community satisfaction with communication and engagement | Increasing |

Key Program/Service Indicators

| Key Program/ Service Indicators | Desired Trend/Target |
|--|------------------------------------|
| Overall community satisfaction with the performance of the Shire | Increasing |
| Capital program delivery | 85% on time on budget |
| Responsiveness | Customer service charter to be set |

Workforce Management

| Workforce/ HR Management Indicators | Desired Trend/Target |
|--|----------------------|
| Employee pride and willingness to recommend Shire as a place to work | Increasing |
| Workers' Compensation claims | Decreasing |

13.2 TOWNSCAPE COMMITTEE MEETING MINUTES

| | |
|-------------------------|--|
| Applicant: | Shire of Perenjori |
| File: | ADM 0883 |
| Date: | 19 June 2025 |
| Disclosure of Interest: | |
| Voting Requirements: | Simple Majority |
| Author: | Adim Hajat – Manager Corporate and Community Services |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 13.2.1 – Townscape Committee Meeting Unconfirmed Minutes 5 June 2025 |

Summary

For Council to consider endorsement of the Townscape Committee Unconfirmed Meeting Minutes from meeting held Thursday 5 June 2025.

Background

At the March 2025 Ordinary Council Meeting, Council resolved to endorse the Perenjori Townscape Committee Meeting and the following recommendations.

Council Resolution Number: 1600425.16

Moved: Cr Hepworth Seconded: Cr Campbell

That Council:

- *Endorse the Townscape Committee's Unconfirmed Minutes dated Thursday 5 June 2025.*
- *Endorse the progression of Townscape Plan Project 9 – Entry Statement in the form of a community mural at the Perenjori Pavilion and request that draft designs be presented to Council for selection and approval.*
- *Endorse progression of Townscape Plan Project 3 – Aboriginal Interpretive Space – in the form of a temporary banner with draft design to be presented to Council for selection and approval, once funding has been sourced.*
- *Approve the CEO to investigate funding avenues for Project 3 of the Townscape Plan.*
- *Approve the commencement of tree planting based on the recommended sites in the attached draft plan.*

Motion put and carried 6/0

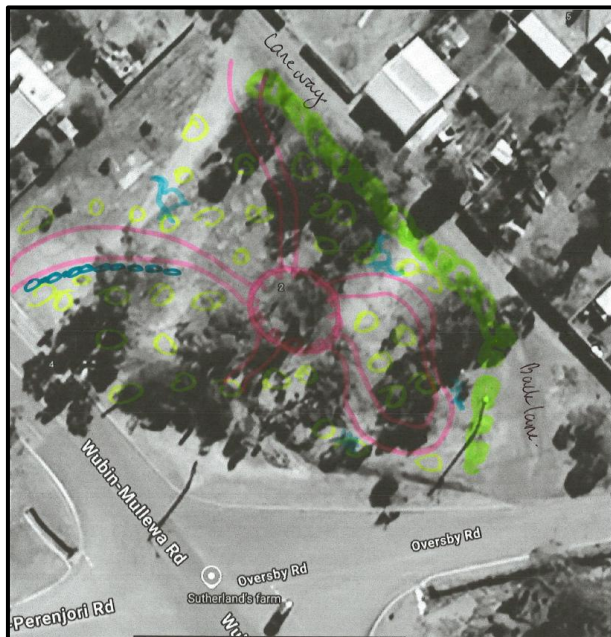
For: CR Sutherland, Cr Hepworth, Cr Bryant, Cr Sparkman, Cr Bradford, Cr Campbell

Against: Nil

A review of recent projects conducted by the Townscape Committee over the past month has focused on establishing priorities. During the latest Committee meeting, it was determined that the two key projects—Aboriginal Interpretive Space and the CBH Timeline—will be prioritised moving forward.

At the Committee meeting held on the 6 June it was endorsed that the following works be undertaken to the Aboriginal Interpretive Space:

- Planting of Emu bush hedges along the back laneway of the site.
- Yarning circle established with rocks or tree stumps. Approach the Shire or mines to deliver the rocks and volunteers to set them in place.
- Planting of bush tucker plants around the interior and edges of the site. Consult with Yarra Yarra and local Badimia elders.
- Pathways (as shown on the design map) - volunteers to mark out and rake area. Possible request cracker dust to define the pathway more.
- Metal sculptures of native animals to be opened up as a competition for the community.



Design 1

Aerial view of the Aboriginal Interpretive Space with Committee's layout design.

| | |
|------------------|---|
| Yellow indicates | Native and medicinal plants |
| Green indicates | Emu bush hedges |
| Pink indicates | Pathways and Yarning Circle (central) |
| Blue indicates | Bush art animals and rock snake parallel to the pathway |



Design 2

Aerial view of the Aboriginal Interpretive Space with Committee's layout design.

| | |
|-----------------|------------------------------------|
| Blue indicates | Pathways |
| Red indicates | Yarning Circle |
| Green indicates | Native edible and medicinal plants |

The committee's plan is to draw on the community and the school to assist with the plantings and pathways construction. The plan has had some minor changes and provides options mindful in practicality and cost effective to fit in with existing budget.



The pictures above show a concept design of a Yarning Circle. Consultation with the Manager of Infrastructure has determined that rocks sourced from the local area or farms would be more suitable and will endure weathering.

The second priority project is the CBH Timeline. In brief, the timeline concept proposes to create a landscape-scale graph of grain harvest quantities from 1937 to the present, with a view to adding to the installation each subsequent annual harvest. The most recent harvests represent significant increases in grain quantities so an engineered solution for higher totem poles is needed along with recommendation for appropriate materials.

The Committee has consulted with an Engineer with regards to in-ground works of timber totems, as instructed by Council. The Committee will develop a Scope of Work and table to Council for approval. The CBH Timeline Scope of Works developed by the Committee will define the following:

- Project Roles
 - roles and responsibilities of the Committee/Council and volunteers
 - equipment
 - project management
- Schedule and Milestones
 - Project Start and finish
 - Engineering approvals
 - Materials
- Budget
 - Interpretive signs
 - Materials and equipment costs
 - Treatment of the materials
 - Implement a contingency plan

It is anticipated that the Scope of Work will be tabled to Council at a future Ordinary Council Meeting.

Further discussions at the Committee meeting seeks the support from the Shire depot staff to assist the Committee with enhancing the “Welcome to Perenjori” sign (below inserted) which is situated on the Carnamah Perenjori Road. The improvement suggested the following works:

- That suitable trees be planted strategically around the base, side and behind the sign. E.g everlastings at the base, Eremophila, Kalbarri Carpet. Planting Acacias bearing the yellow flowers and green foliage behind the signs would create colour to enhance the sign.
- Acknowledge the farming community with windmill blades secured to the ground with various size rocks to the left of the sign.



Entry Statement Welcome Signage – Carnamah Perenjori Road. The Committee will discuss the planting details and schedules with the Manager of Infrastructure.

Statutory Environment

Nil

Policy Implications

Nil

Consultation

Paul Anderson – Chief Executive Officer
Nola Comerford – Manager Corporate & Community Services
Marty Noordhof – Manager Infrastructure Services
Townscape Committee Members
Yarra Yarra Catchment Management Group
William Little – Local Badimia Elder

Financial Implications

The proposed planting program at the Aboriginal Interpretive Space can be accommodated within the existing budget provision and is sustainable in the financial year.

The CBH Timeline Scope of Work budget is not yet known. The Committee will table an indicative costing including volunteer labour and in-kind contributions from the community and external sponsors to a future Ordinary Council Meeting.

Strategic Community Plan

Goal 2: Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed.

2.4. Local Aboriginal and non-Aboriginal stories, structures and places of interest are acknowledged, preserved and promoted as appropriate.

2.7 Parks, gardens, street trees and reserves are appropriately managed according to their need and use.

Officer Comment

The Officer is working closely with the Townscape Committee to further progress on the two priority projects. It has taken considerable time for the works to commence as the appropriate approvals and consultation needs to be undertaken prior to the projects commencing.

The Committee has verbally consulted with an engineer to undertake an assessment for timber to be used for the CBH Timeline Project. Reclaimed railway sleepers is a material which displays character, however, will require a suitable coating system for the environment and its application in which it is situated. An engineer assessment will be submitted to Council for approval prior to commencement of the works.

Landscaping works on the Aboriginal Interpretive Space is scheduled to commence and will be assisted by community volunteers and the school. Support from the infrastructure staff by way of transporting materials to the site will be minimal. The Committee will discuss the schedule with the Manager of Infrastructure.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council:

1. **Endorse the Townscape Committee Unconfirmed Minutes held Tuesday 5 June 2025.**

AND

2. **Endorse the Townscape Committee to commence the following landscaping works at the Aboriginal Interpretive Space:**

- (a) **Planting of native edible and medicinal plants**
- (b) **Establishment of pathways and Yarning Circle.**

Motion put and carried / lost

For:

Against:

[Next Item](#)



Perenjori Townscape Committee

UNCONFIRMED MINUTES

Meeting opened at 10am, Thursday 5 June 2025 held in the Perenjori CRC Meeting Room

1. Present

Robin Spencer

Nola Comerford – Manager of Corporate & Community Services

Adim Hajat - Community Development Officer

2. Apologies

Dael Sparkman

Andrew Fraser

Les Hepworth

Tara Bradford

Jessica Cole

3. Minutes from Perenjori Townscape Committee held on Tuesday 25 March 2025.

The minutes from the previous meeting held on the Tuesday 25 March 2025 was not confirmed.

4. Review of Townscape Projects

a. Project 9 – Town Entries

The Committee has received a number of design works as suggested by the Council and Committee member's feedback. Still unsure if they depicted the theme of the story surrounding agriculture. The following was recommended.

- Request a quote from Susan Respinger
- Request a quote from the following mural artists:
 - James Giddy
 - Anne Conaughton
 - Jane Bandon
 - Graeme Miles Richards

Below is the completed mural in Kondinin undertaken by Graeme Miles Richards.



The mural had feedback from the Kondini Kreative Group and the public.

Susan's ideas have been developed from the feedback from the recommendations of Council at the Ordinary Meeting held in May 2025.





b. CBH Timelines

Robin has been actively sourcing expert advice on securing the rail sleepers for the CBH Timeline Project. She has had advice and require the following document that defines in terms of Scope of Works.

The Project Execution Plan will need cover the following areas:

- Scope or Works
 - What's included in the works
- Project Roles
 - Roles and responsibilities of the key stakeholders (TSC, Shire etc)
- Schedule and Milestones
 - Start and finish
 - Engineering approval
 - Procurement
 - Main works
- Budget
 - Table with income and expenditure
 - Contingency plan

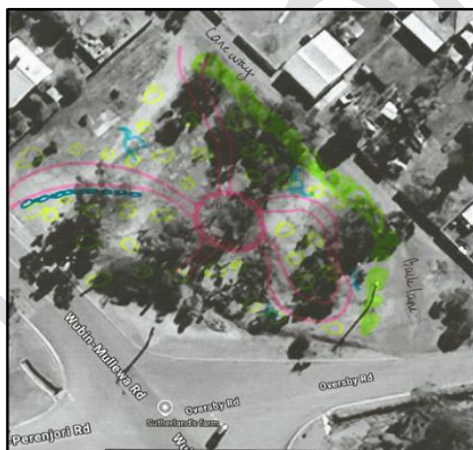
C. Aboriginal Interpretive Space

At the last meeting the TSC requested aerial photos of the space to determine where the paths, yarning circle and plantings would occur.



Oversby Road

Feedback from the Committee members were received on the possible layout of the Space.



| | |
|------------------|--|
| Yellow indicates | Native and medicinal plants |
| Green indicates | Emu bush hedges along the back laneways |
| Pink indicates | Pathways and Yarning Circle (central) |
| Blue indicates | Bush art animals open a competition to the school kids to produce these using scrap metals and advertise this as a competition. The rock snake parallel to the pathway community members can keep adding to this art project. |



| | |
|-----------------|--|
| Blue indicates | Pathways |
| Red indicates | Yarning Circle Material – wooden stumps Rocks sourced from the farms |
| Green indicates | Native edible and medicinal plants |

5. General Business

The following entry signage needs enhancing.

Suggested the following to make it look more appealing when entering town from the Carnamah Perenjori Road.



- Plant everlasting and Eremophila along the base.
- Position rocks to the side of the signage
- Install and secure windmill blades to acknowledge the farming community
- Taller plants such as Acacias to be planted to the behind the sign.

Need to discuss this further with the Manager of Infrastructure to develop a plan.

6. Next Meeting

To be confirmed at a later date.

7. Closure

Meeting was adjourned at 11.00am

14. Governance:

14.1 PROPOSED AMENDMENT NO 1 TO THE SHIRE OF PERENJORI LOCAL PLANNING SCHEME NO 3

| | |
|--------------------------------|--|
| Applicant: | Shire of Perenjori |
| File: | ADM 0311 |
| Date: | 19 June 2025 |
| Disclosure of Interest: | Liz Bushby, Town Planning Innovations (TPI) – Financial Interest |
| Voting Requirements: | Simple Majority |
| Author: | Liz Bushby (Planning Consultant) |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | 14.1.1 – Table of Submissions |

Summary

Council is to consider adopting Amendment No 1 to the existing Local Planning Scheme for final approval to introduce development controls for Tree Farms.

The scheme amendment will require final approval by the Minister for Planning.

Statutory Environment

Planning and Development (Local Planning Schemes) Regulations 2015 -

The *Planning and Development (Local Planning Schemes) Regulations 2015* were gazetted on 25 August 2015, and became effective on 19 October 2015.

The Regulations outline the process for any Scheme Amendment which is summarised below:

1. Amendment considered by Council for adoption (with or without modifications). Council can refuse to initiate a Scheme Amendment.
2. Any Amendment adopted by Council has to be referred to the Environmental Protection Authority (EPA) and the Western Australian Planning Commission (WAPC).
3. The EPA has to determine whether any environmental assessment is required. If the EPA advises that no environmental assessment is required then the amendment can be advertised.
4. The Western Australian Planning Commission has to grant consent for the Shire to advertise the amendment.
5. Advertising including a public notice on the Shire website, and letters to relevant government authorities and service authorities.
6. Any public submissions must be summarised in a table and each submission has to be considered by Council.
7. After advertising a second report is referred to Council to consider the public submissions, whether the amendment needs to be modified to address any issues raised in submissions, and whether to adopt the amendment for final approval (with or without modifications).
8. Once reconsidered by Council the amendment is lodged with the Western Australian Planning Commission for referral to the Minister for Planning who makes the final decision on the amendment. The Minister can refuse the amendment, or approve the amendment (with or without modifications).
9. If the amendment is approved by the Minister, the decision has to be published in the Government Gazette.

Policy Implications

Nil

Consultation

The Amendment was lodged to the WA Planning Commission and was required to be modified before being granted consent to advertise in January 2025. The amendment has been advertised for public comment, and submissions are summarised in [Attachment 14.1.1](#).

There were 7 submissions from government agencies and servicing authorities, with general comments.

No changes are recommended as a result of submissions.

Financial Implications

The Shire pays TPI consultancy fees.

Strategic Community Plan

Goal 2: Eco-friendly, attractive and well-maintained towns, surrounded by outstanding natural beauty, landscapes, flora and fauna to be protected and enjoyed

Strategic Objectives

2.7. Parks, gardens, street trees and reserves are appropriately managed according to their need and use

Goal 4: A strong and diverse Council working closely with the proactive and involved community

Strategic Objectives

4.1. The community is well-informed and engaged

4.2. The Shire listens to and works closely with the community and its decision-making is transparent and accountable

4.3. The Shire advocates and partners effectively on behalf of the community

Officer Comment

The Shire of Perenjori Local Planning Scheme No 3 has no specific development control provisions for Tree Farms. The original amendment proposed by the Shire was going to:

1. Change the land use classifications in 'Table 1: Zoning Table' which will ensure that any Tree Farm in a Rural zone has to be advertised for public comment before determination, and that the Tree Farm land use is prohibited in the Rural Residential zone;
2. Introduce specific provisions applicable to Tree Farms with a high emphasis on the protection of traditional agricultural activities;
3. Reference relevant documents that need to be addressed including the Code of Practice for Timber Plantations in Western Australia 1997, Guidelines for Plantation Fire Protection' 2011, State Planning Policy 3.7 for Planning in Bushfire Prone Areas and any relevant Local Planning Policy;
4. Identifies a need for a local manager, employee or contractor for ongoing tree farm management and maintenance.

State Planning required the amendment to be modified, so the new provisions have been somewhat 'watered down' to propose:

1. Change the land use classifications in 'Table 1: Zoning Table' which will ensure that any Tree Farm land use is prohibited in the Rural Residential zone;

WAPC has not agreed to make tree farm applications subject to compulsory advertising.

2. Reference relevant documents that need to be addressed including the Code of Practice for Timber Plantations in Western Australia 1997, Guidelines for Plantation Fire Protection' 2011, State Planning Policy 3.7 for Planning in Bushfire Prone Areas and any relevant Local Planning Policy.

WAPC has also not agreed to introducing specific provisions aimed at providing a higher level of protection to traditional agricultural activities.

As the Amendment requires support from the WA Planning Commission and final approval by the Minister for Planning, TPI recommends that the amendment be adopted as advertised, so it can be finalised.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council:

- A. In pursuance of Section 75 of the Planning and Development Act 2005, adopt Amendment No 1 to the Shire of Perenjori Local Planning Scheme No 3 (for the purpose of advertising) by:**
- 1. In Table 1: Zoning Table - deleting the 'A' symbol for Tree Farm with an 'X' in the Rural Residential zone';**
 - 2. Inserting a new Clause 35 as follows:**
 - 35. Development of Tree Farms**
 - (1) In addition to the matters listed in clause 67 of the Scheme, the local government is to have due regard to the following in determining tree farm applications:**
 - (a) The Code of Practice for Timber Plantations in Western Australia 1997 as amended from time to time ('Code of Practice');**
 - (b) Information supplied at time of application, in keeping with the Code of Practice, demonstrating how the site is to be managed, including matters such as on-site management, emergency arrangements, fire safety, access, maintenance, water quality and native vegetation protection and weed, wilding spread and feral animal control;**
 - (c) Bushfire Management Plans that address the 'Guidelines for Plantation Fire Protection' 2011 (or as amended from time to time).**
 - 3. Re-formatting and re-numbering the Scheme Text as required, including existing Clause 35 to 38.**
- B. Note the Table of Submissions in Attachment 1, and not modify the amendment as a result of any submissions.**
- C. Authorise the Shire President and Chief Executive Officer to sign the Amendment No 1 document, and affix the Shire common seal.**
- D. Authorise the Shires Planning Consultant, Liz Bushby of Town Planning Innovations Pty Ltd to lodge the amendment to the Western Australian Planning Commission seeking final approval from the Minister for Planning.**

Motion put and carried / lost

For:

Against:

[Next Item](#)

| SCHEDULE OF SUBMISSIONS | | | |
|---|---|--|---|
| Name/Address of Submitter | Summary of Submission | (Consultant) Officer Comment | Recommendation |
| 1. Water Corporation Development Services | The proposed changes to Shires Scheme do not affect Water Corporation assets and thus Water Corporation has no objections. | Non objection noted. | That the submission be noted however no modifications be made to the amendment as a result of the submission. |
| 2. Department of Planning, Lands and Heritage (DPLH) | In relation to your planning scheme amendments – Aboriginal Heritage at Department of Planning, Lands and Heritage does not have any comments or issues to raise | No comment noted. | That the submission be noted however no modifications be made to the amendment as a result of the submission. |
| 3. Department of Water and Environmental Regulation | <p>DWER is supportive of the amendment, as tree plantations will assist with addressing climate, water quality, salinity and erosion issues that are currently impacting the agricultural regions of Western Australia, however plantations need careful planning to reduce any impact on environment and water values. DWER provides the following advice.</p> <p>Many waterways and waterbodies, including lakes Mongers and Weelhamby, are located within the Shire of Perenjori. Buffers should be created to waterways to avoid disturbance to riparian vegetation to maintain foreshore stability and protect important riparian habitats.</p> <p>Any clearing of native vegetation requires a clearing permit.</p> | Noted. The Shire can refer any application to DWER for specific advice where proposed near any waterway or water body. | That the submission be noted however no modifications be made to the amendment as a result of the submission. |

| SCHEDULE OF SUBMISSIONS | | | |
|---------------------------|--|---|---|
| Name/Address of Submitter | Summary of Submission | (Consultant) Officer Comment | Recommendation |
| | DWER will be able to give advice on tree plantation proposals during the planning referral process | | |
| 4. Main Roads WA | <p>Plantations should consider setbacks that are proposed adjacent to the Wubin Mullewa Road Reserve. The Wubin Mullewa Road Reserve varies in width. There are some sections which are as narrow as 20m (ie. SLK 106 to 108) that may likely require further widening in the future. For developed agricultural areas where the road is likely to remain a single carriageway, an ultimate road reserve width between 50 to 60m is generally required, with a minimum roadside (verge) width of 20m. (Development Control Policy No. 1.7 General Road Planning. Main Roads Operational Guideline 82 – Selection of Rural Road Reserve Widths)</p> <p>According to Main Roads Driveway Policy, where alternative access to a Lot is or could be made available from side or rear streets or from rights of way, Main Roads is unlikely to support future connections to primary distributor roads. This position is reflected within the Development Control Policy 5.1 Regional Roads (vehicular access).</p> <p>Main Roads encourages local government in liaising with applicants to promote and capitalise on our pre-lodgement consultation</p> | Noted. The Shire can refer any application to MRWA for specific advice where proposed near any road under their care and control. | That the submission be noted however no modifications be made to the amendment as a result of the submission. |

| SCHEDULE OF SUBMISSIONS | | | |
|---|--|------------------------------|---|
| Name/Address of Submitter | Summary of Submission | (Consultant) Officer Comment | Recommendation |
| | service, prior to lodgement of planning proposals, especially where development plans involve land adjacent to or have the potential to impact on the State road network | | |
| 5. Department of Biodiversity, Conservation and Attractions (DBCA) | The Department of Biodiversity, Conservation and Attractions has no objections to the proposed planning scheme amendments as outlined in your letter. It is anticipated that the proposed planning scheme amendments and any associated environmental impacts will be appropriately managed through the existing planning framework. | Comment noted. | That the submission be noted however no modifications be made to the amendment as a result of the submission. |
| 6. Department of Primary Industries and Regional Development (DPIRD) | DPIRD does not object to the proposed changes to the scheme. DPIRD agrees that while blocks of trees, over the medium to long-term, should provide economic and environmental benefits to farmers, the issues raised in the Scheme Amendment Report, especially the potential drop in the membership of the local fire brigades, need to be part of the broader discussion of the merits of tree farming in the shire. | Comment noted. | That the submission be noted however no modifications be made to the amendment as a result of the submission. |
| 7. Clean Energy Regulator | The Regulator has noted this potential change to your Local Planning Scheme | Statement noted. | That the submission be noted however no modifications be made to the amendment as a result of the submission. |

14.2 WA LOCAL GOVERNMENT ASSOCIATION (WALGA) CONVENTION 2025

| | |
|--------------------------------|---|
| Applicant: | Shire of Perenjori |
| File: | ADM 0631 |
| Date: | 19 June 2025 |
| Disclosure of Interest: | |
| Voting Requirements: | Simple Majority |
| Author: | Bianca Plug – Governance Officer |
| Responsible Officer: | Paul Anderson – Chief Executive Officer |
| Attachments: | Nil |

Summary

This item seeks Councils consideration to nominate attendees for the 2025 WA Local Government Association (WALGA) Convention to be held at the Perth Convention and Exhibition Centre from Monday, 22 September to Wednesday, 24 September 2025.

Background

In previous years, Council have resolved to include an annual budget allowance for convention registration and associated costs for Councillors and the Chief Executive Officer (as per Employment Agreement). Informal discussions at previous meetings have determined a desire for Councillors to attend the 2025 WALGA Convention for the purposes of gaining further knowledge and experience in local government matters.

The theme for the 2025 Convention is “Lean Into Legacy”, featuring a combination of keynote presentations, panel discussions, collaborative sessions, and structured networking opportunities.

The full LGC25 program is expected to be released by the end of June.

The following selected events have been confirmed:

Monday, 22 September 2025

| Event | Time |
|--|-----------------|
| Welcome Drinks – Hosted in Exhibition Pavilion | 6:00pm – 9:00pm |

Tuesday, 23 September 2025

| | |
|---|------------------|
| Cocktail Gala – Hosted in Art Gallery of WA | 6:30pm – 10:30pm |
|---|------------------|

Wednesday, 24 September 2025

| | |
|---|-----------------|
| Icons Breakfast – Hosted in BelleVue Ballroom | 6:30am – 8:45am |
|---|-----------------|

Statutory Environment

Nil

Policy Implications

Policy 7001 – Elected Members Conferences and Seminars.

Policy Statement:

At the Shire's expense each Councillor may attend seminars or conferences of their choice provided the seminar or conference is relative to local government and the Council agrees by majority to fund the Councillor's attendance.

This is generally restricted to one conference or seminar per year but may be increased with the majority of Council support.

The Shire will pay the cost of seminar registration and will accept costs associated with the seminar on the receipt of a copy of documentation.

These costs may include meals to a specified value, accommodation and/or travel to and from the conference.

Councillors should seek to acquire modest accommodation if they cannot be accommodated in a conference package with the conference accommodation provider.

On one occasion per year the Shire will pay for the Councillors partners' accommodation and meal costs at an approved conference or seminar.

If the chosen conference is the annual Local Government Convention the Shire will also pay reasonable activity costs for the Councillors partner.

Consultation

Paul Anderson – Chief Executive Officer

Financial Implications

An allocation for convention fees and accommodation will be made in the 2025/26 Annual Budget.

Indicative costs for the 2025 WALGA convention (excluding GST) and accommodation fees are as follows:

Registration Fees

| | |
|--|------------|
| Full Delegate Registration (22-24 September) | \$1,250.00 |
| Single Day Delegate (23 or 24 September) | \$625.00 |
| Corporate Delegate (22-24 September) | \$1,550.00 |

| | |
|----------------------------------|-----|
| Accommodation (per night) | TBC |
|----------------------------------|-----|

Additional (Optional)

| | |
|---|----------|
| Welcome Drinks (Monday, 22 September) | \$125.00 |
| Cocktail Gala (Tuesday, 23 September) | \$190.00 |
| Icons Breakfast (Wednesday, 24 September) | \$110.00 |

Strategic Community Plan

Goal 4: A strong and diverse Council working closely with the proactive and involved community
Strategic Objectives

4.3. The Shire advocates and partners effectively on behalf of the community

Officer Comment

The 2025 WALGA Convention presents a valuable opportunity for elected members to engage with sector developments, policy discussions, and collaborative initiatives across Western Australia. The event supports professional development, peer networking, and broader exposure to contemporary challenges in local government.

While a number of key functions have been announced, the complete convention program is expected to be released by WALGA at the end of June 2025. Administration will proceed with registrations and accommodation bookings following Council's endorsement of attendees.

OFFICER RECOMMENDATION

Council Resolution Number:

Moved:

Seconded:

That Council approve the following Elected Members to attend the 2025 WA Local Government Association (WALGA) Convention from 22 to 24 September 2025:

Cr _____

Cr _____

Cr _____

Cr _____

Cr _____

Cr _____

Cr _____

Motion put and carried / lost

For:

Against:

15. Confidential Reports:

16. Ordering the Common Seal:

17. Reports of Committees and Members:

18. Motions of Which Previous Notice Has Been Given:

19. Notice of Motions:

20. New Business of an Urgent Nature Admitted by Council:

21. Closure of Meeting:

The Shire President to declare the meeting closed.

22. Next Meeting:

The Shire President to advise that the next Ordinary Meeting of Council will be held on Thursday, 24 July 2025 in the Shire of Perenjori Council Chambers, 56 Fowler St, Perenjori WA 6620, commencing at 3.00 pm.