



Shire of Pingelly

Minutes

Ordinary Council Meeting
18 August 2021

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1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Chairman declared the meeting open at 2.01pm.

2. ACKNOWLEDGEMENT OF COUNTRY

We acknowledge the Noongar people of this area and recognise their continuing connection to land, waters and community. We pay respect to both the Aboriginal and non-Aboriginal people past, present and emerging.

3. ANNOUNCEMENTS BY THE PRESIDING MEMBER

Nil

4. RECORD OF ATTENDANCE / APOLOGIES / APPROVED LEAVE OF ABSENCE

Cr W Mulroney (President)
Cr J McBurney (Deputy President)
Cr D Freebairn
Cr B Hotham
Cr A Oliveri
Cr K Camilleri
Cr P Wood
Cr P Narducci

STAFF IN ATTENDANCE

Mr A Dover Chief Executive Officer
Mrs D Sweeney Executive Manager Corporate Services
Mrs V Ward Executive Assistant

Members of the Public

Mr Ron O'Brien

APOLOGIES

5. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

At its Special Meeting of Council held on 4 August 2021 Mr Ron Obrien requested some more information on the fees and charges listed in Schedule 12 – Transport (account1226) Unsealed Road Maintenance Contribution.

A written response has been provided to Mr Obrien (copy attached)

6. PUBLIC QUESTION TIME

Nil

7. APPLICATIONS FOR LEAVE OF ABSENCE

8. DISCLOSURES OF INTEREST

Mr Andrew Dover - Item 14.1 Draft Policy 10.19 Chief Executive Officer Recruitment

Mr Andrew Dover – Item 14.2 Certificate of Compliance – CEO Recruitment Process

Cr Narducci – Item 14.7 Town Hall Project – Hall Street and Princess Street Consultation

9. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

9.1 Audit Committee Meeting – 21 July 2021

Statutory Environment:

Section 5.22 of the *Local Government Act* provides that minutes of all meetings are to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

Voting Requirements:

Simple Majority

13036 Moved: Cr Hotham

Seconded: Cr Camilleri

Recommendation and Council Decision:

That the Minutes of the Audit Committee Meeting of the Shire of Pingelly held in the Council Chambers on 21 July 2021 be confirmed.

CARRIED 8/0

9.2 Ordinary Council Meeting – 21 July 2021

Statutory Environment:

Section 5.22 of the *Local Government Act* provides that minutes of all meetings are to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

Voting Requirements:

Simple Majority

13037 Moved: Cr Narducci

Seconded: Cr Oliveri

Recommendation and Council Decision:

That the Minutes of the Ordinary Meeting of the Council of the Shire of Pingelly held in the Council Chambers on 21 July 2021 be confirmed.

CARRIED 8/0

9.3 Special Council Meeting – 4 August 2021

Statutory Environment:

Section 5.22 of the *Local Government Act* provides that minutes of all meetings are to be kept and submitted to the next ordinary meeting of the council or the committee, as the case requires, for confirmation.

Voting Requirements:

Simple Majority

13038 Moved: Cr Hotham

Seconded: Cr Oliveri

Recommendation and Council Decision:

That the Minutes of the Special Meeting of Council of the Shire of Pingelly held in the Council Chambers on 4 August 2021 be confirmed.

CARRIED 8/0

10. PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

11. REPORTS OF COMMITTEES OF COUNCIL

- Audit Committee Full Council
- Bushfire Advisory Committee Member – Cr Freebairn
Deputy – Cr Hotham
- Chief Executive Officer Performance Review Committee Member – Shire President
Member – Deputy President
Member – Cr Camilleri

12. REPORTS OF COUNCIL DELEGATES ON EXTERNAL COMMITTEES

- Central Country Zone of WALGA Delegate – Shire President
Delegate – Deputy President
Deputy – Cr Wood
- Hotham-Dale Regional Road Sub-Group Delegate – Shire President
Deputy – Cr Oliveri
- Pingelly Recreation & Cultural Centre Committee Member – Shire President
Deputy – Deputy President
- Development Assessment Panel Delegate – Shire President
Delegate – Cr Wood
Deputy – Cr McBurney
Deputy – Cr Hotham
- Pingelly Tourism Group Delegate – Cr Hotham
Deputy – Cr Oliveri
- Regional Waste Group Delegate – Cr Mulronev
Deputy – Cr Wood
- Shires of Pingelly and Wandering Joint Local Emergency Management Committee Delegate – Shire President
Deputy – Cr Freebairn
- Pingelly Youth Network Delegate – Cr Camilleri
Deputy – Cr McBurney
- Pingelly Somerset Alliance Delegate – Shire President
Deputy – Cr McBurney
- Pingelly Early Years Network Delegate – Cr Camilleri

13. REPORTS FROM COUNCILLORS

Cr William Mulroney (President)

Meetings attended JULY

22nd Social meeting and welcome to the incoming CEO Andrew Dover

27th PRACC AGM

27th Town Hall Reference Group Meeting and update and Priority of Renovations.

28th President and CEO Meeting update of Council activities and Flood damage

30th Wheatbelt South Regional Road Group meeting Wickepin with A/CEO, Incoming CEO and Works Supervisor

AUGUST

4TH Special Council Meeting -Adoption of 2021/22 Budget

6th Telstra Mobile Tower Launch- West Pingelly on UWA Farm- Morning Tea at PRACC

11th Pingelly Somerset Alliance AGM and August ordinary meeting.

11th ZOOM Meeting with Doctors re Lease arrangements with WACHS regarding current location for Surgery.

11th Meeting President and CEO -Agenda Update and council activities.

11th PRACC August ordinary meeting.

18th Ordinary Council meeting for August.

14 OFFICE OF THE CHIEF EXECUTIVE OFFICER

The presiding member advised the meeting that Mr Andrew Dover had disclosed an interest in writing relating to the next item for discussion which is the adoption of a Draft Policy – 10.19 Standards for Chief Executive Officer Recruitment as this is to do with CEO recruitment

2.25pm Mr Dover left the room

14.1 Draft Policy – 10.19 Standards for Chief Executive Officer Recruitment

File Reference:	ADM0085
Location:	Pingelly
Applicant:	Not Applicable
Author:	Acting Chief Executive Officer
Disclosure of Interest:	CEO – Financial Interest
Attachments:	Draft Policy 10.19 Standards for CEO Recruitment, Performance and Termination
Previous Reference:	Nil

Summary

The purpose of this report is for Council to consider the adoption of draft policy 10.19 Standards for Chief Executive Officer (CEO) recruitment, performance, and termination.

Background

The Local Government (Administration) Amendment Regulations 2021 were proclaimed in the government gazette on 2 February 2021 and took effect from that day. Local governments are now required to adopt a set of standards for CEO recruitment, performance, and termination within three (3) months after 2 February 2021. Additional provisions, that are not inconsistent with the model standards, can be included in Council's adopted Standards. Additional provisions are not included in the attached Standards.

Comment

The Standards amend the existing Local Government (Administration) Regulations 1996 to prescribe model standards for the recruitment, selection performance review and termination, of the local government's CEO. Some of the key provisions within the model standard are:

- As soon as practicable after Council decides to employ or terminate a CEO it must by resolution certify that, the employment or termination, was in accordance with the adopted Standards and then send a copy of the resolution to the DLGSC CEO within 14 days.
- The Council must approve the selection criteria and job description for recruitment of the CEO.
- The selection panel must include a least one (1) independent person who is not a council member (including from another local government), an employee or a human resources consultant engaged by the Council.
- If the selection panel considers that none of the applicants are suitable to be employed as the CEO, the panel must recommend to Council that a new recruitment process be carried out or changes be made to the selection criteria and job description, that the selection panel considers should be made.
- The selection panel is required to verify any academic or other tertiary level qualifications the applicant, recommended to Council for appointment, claims to hold.
- If any negotiations on the contract contains terms different to those approved by Council, the negotiated contract must be approved by Council (absolute majority) before entered into.
- Once the CEO has completed a period of employment of 10 or more years the Council is required to carry out a recruitment and selection process.
- Before terminating the employment of a CEO, the Council is required to follow a procedural fairness process that includes informing the CEO of that person's rights, entitlements, and responsibilities in relation to the termination process, notify the CEO of any allegations

against the CEO, give the CEO a reasonable opportunity to respond to the allegations and generally consider any response given.

- In relation to performance related termination, the Council is required to inform the CEO of any performance issues, give the CEO reasonable opportunity to address, and implement a plan to remedy the performance issues and determine that the CEO has not remedied the performance issues to the satisfaction of the Council before it initiates the termination of the CEO.
- Termination of the CEO must not happen unless the Council has, within the preceding twelve (12) month period, reviewed the performance of the CEO.
- Any decision to terminate the CEO must be made by an absolute majority decision of the Council.
- Notice of termination must be given in writing to the CEO setting out the reasons for terminating the CEO's employment.

Councillors will be familiar with the first six (6) dot points above having recently been through the CEO recruitment process, but may not be familiar with the remainder, so they have been included to provide Councillors with a detailed understanding of what is in the new Standards.

Consultation

No external consultation is required or recommended with the adoption of the Draft Policy 10.19 Standards for CEO Recruitment, Performance Review and Termination

WALGA initially suggested that Councils and existing CEOs should initiate discussions to determine whether any inconsistencies exist between the CEO Standards and the CEO's employment contract and previously agreed Performance Review arrangements. If any inconsistencies occur it may be appropriate to seek industrial relations advice before any changes are made.

The new Standards must be published on the Shire's website following their adoption.

Statutory Environment

Local Government Act 1995, sections 5.39A and 5.39B

5.39A. Standards for CEO recruitment, performance, and termination

(1) Regulations must prescribe model standards for local governments in relation to the following —

- (a) the recruitment of CEOs.
- (b) the review of the performance of CEOs.
- (c) the termination of the employment of CEOs.

(2) Regulations may amend the model standards.

5.39B. Adoption of model standards

(1) In this section — model standards means the model standards prescribed under section 5.39A (1).

(2) Within 3 months after the day on which regulations prescribing the model standards come into operation, a local government must prepare and adopt* standards to be observed by the local government that incorporate the model standards.

* Absolute majority required.

(3) Within 3 months after the day on which regulations amending the model standards come into operation, the local government must amend* the adopted standards to incorporate the amendments made to the model standards.

* Absolute majority required.

(4) A local government may include in the adopted standards provisions that are in addition to the model standards, but any additional provisions are of no effect to the extent that they are

(5) The model standards are taken to be a local government's adopted standards until the local government adopts standards under this section.

(6) The CEO must publish an up-to-date version of the adopted standards on the local government's official website.

(7) Regulations may provide for —

(a) the monitoring of compliance with adopted standards; and

(b) the way in which contraventions of adopted standards are to be dealt with.

Local Government (Administration) Regulations 1996, clauses 18A – 18FC

Policy Implications

There are no policy implications for this report.

Financial Implications

There are no immediate financial implications for this report.

Strategic Implications

Goal 5	Innovation, Leadership and Governance
Outcome 5.7	A strong corporate governance framework is maintained
Strategy 5.7.2	Monitor and ensure compliance with the regulatory framework for Local Government

Risk Implications

Risk	Not following the adopted standards would be a breach of the Act and leave Council potentially open to a challenge on the appointment of a CEO.
Risk Rating (Prior to Treatment or Control)	Low 4
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Scrutiny of process undertaken at each step to ensure compliance with the standards and Act.

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Absolute Majority

13039

Moved: Cr Camilleri

Seconded: Cr McBurney

Recommendation and Council Decision:

That Council adopt the draft policy 10.19 Standards for CEO Recruitment, Performance Review and Termination, as detailed in the attachment, as its policy in relation to the recruitment, selection, performance review and termination of the Chief Executive Officer, as required by the Local Government Act 1995, section 5.39B.

CARRIED 8/0

Council Policy Name:	10.19 Standards for CEO Recruitment, Performance & Termination
Responsible Directorate	Chief Executive Officer

1. PURPOSE

- 1.1 The purpose of this policy is to set out standards for the Recruitment, Performance and Termination of the Chief Executive Officer (CEO).

2. SCOPE

- 2.1 This Policy is applicable to the Shire of Pingelly in regards to the Recruitment, Performance Review and Termination of the Chief Executive Officer (CEO).

3. DEFINITIONS

- 3.1 **Act** means the Local Government Act 1995;
- 3.2 **additional performance criteria** means performance criteria agreed by the local government and the CEO under clause 16(1)(b);
- 3.3 **applicant** means a person who submits an application to the local government for the position of CEO;
- 3.4 **contract of employment** means the written contract, as referred to in section 5.39 of the Act, that governs the employment of the CEO;
- 3.5 **contractual performance criteria** means the performance criteria specified in the CEO's contract of employment as referred to in section 5.39(3)(b) of the Act;
- 3.6 **job description form** means the job description form for the position of CEO approved by the local government under clause 5(2);
- 3.7 **local government** means the Shire of Pingelly;
- 3.8 **selection criteria** means the selection criteria for the position of CEO determined by the local government under clause 5(1) and set out in the job description form;
- 3.9 **selection panel** means the selection panel established by the local government under clause 8 for the employment of a person in the position of CEO.
- 3.10 **independent person** means a person other than any of the following -
- (i) a council member;
 - (ii) an employee of the local government;
 - (iii) a human resources consultant engaged by the local government

4. POLICY STATEMENT

4.1 Recruitment of Chief Executive Officer (CEO)

- 4.1.1 This applies to any recruitment and the selection process carried out by the Shire of Pingelly for the employment of a person in the position of CEO
- 4.1.2 The Shire of Pingelly must determine the selection criteria for the position of CEO, based on the local government's consideration of the knowledge, experience, qualifications and skills necessary to effectively perform the duties and responsibilities of the position of CEO of the local government
- 4.1.3 The Shire of Pingelly must, by resolution of an absolute majority of the Council, approve a job description form for the position of CEO which sets out:
- (i) The duties and responsibilities of the position; and

Council Policy Name:	10.19 Standards for CEO Recruitment, Performance & Termination
Responsible Directorate	Chief Executive Officer

- (ii) The selection criteria for the position determined in accordance with sub clause (i)
- 4.1.4 If the position of CEO is vacant, the local government must ensure it complies with section 5.36(4) of the Act and the *Local Government (Administration) Regulations 1996* regulation ISA.
- 4.1.5 If clause 13 applies, the local government must advertise the position of CEO in the manner referred to in the *Local Government (Administration) Regulations 1996* regulation ISA as if the position was vacant.
- 4.1.6 If a person requests the Shire of Pingelly to provide to the person a copy of the job description form, the Shire of Pingelly must -
 - (i) inform the person of the website address referred to in the *Local Government (Administration) Regulations 1996* regulation ISA(2)(da); or
 - (ii) if the person advises the Shire of Pingelly that the person is unable to access that website address-
 - (a) email a copy of the job description form to an email address provided by the person; or
 - (b) mail a copy of the job description form to a postal address provided by the person.
- 4.1.7 The Shire of Pingelly must establish a selection panel to conduct the recruitment and selection process for the employment of a person in the position of CEO
- 4.1.8 The selection panel must comprise of:
 - (i) council members (the number of which must be determined by the Shire of Pingelly)
 - (ii) at least 1 independent person
- 4.1.9 Each applicant's knowledge, experience, qualifications and skills must be assessed against the selection criteria by or on behalf of the selection panel.
- 4.1.10 Following the assessment referred to in subclause (1), the selection panel must provide to the local government -
 - (i) a summary of the selection panel's assessment of each applicant; and
 - (ii) unless subclause (3) applies, the selection panel's recommendation as to which applicant or applicants are suitable to be employed in the position of CEO.
- 4.1.11 If the selection panel considers that none of the applicants are suitable to be employed in the position of CEO, the selection panel must recommend to the local government -
 - (i) that a new recruitment and selection process for the position be carried out in accordance with these standards; and
 - (ii) the changes (if any) that the selection panel considers should be made to the duties and responsibilities of the position or the selection criteria.

Council Policy Name:	10.19 Standards for CEO Recruitment, Performance & Termination
Responsible Directorate	Chief Executive Officer

- 4.1.12 The selection panel must act in an impartial and transparent manner; and in accordance with the principles set out in section 5.40 of the Act.
- 4.1.13 The selection panel must not recommend an applicant to the local government under subclause (2)(b) unless the selection panel has -
 - (i) assessed the applicant as having demonstrated that the applicant's knowledge, experience, qualifications and skills meet the selection criteria; and
 - (ii) verified any academic, or other tertiary level, qualifications the applicant claims to hold; and
 - (iii) whether by contacting referees provided by the applicant or making any other inquiries the selection panel considers appropriate, verified the applicant's character, work history, skills, performance and any other claims made by the applicant.
 - (iv) The local government must have regard to, but is not bound to accept, a recommendation made by the selection panel under this clause.
- 4.1.14 If the Shire of Pingelly accepts a recommendation by the selection panel that a new recruitment and selection process for the position of CEO be carried out these standards must be abided to unless the Shire of Pingelly considers that changes should be made to duties and responsibilities of the position or the selection criteria
- 4.1.15 Before making an applicant an offer of employment in the position of CEO, the Shire of Pingelly must, by resolution of an absolute majority of the council, approve:
 - (i) the making of the offer of employment to the applicant
 - (ii) the proposed terms of the contract of employment to be entered into by the Shire of Pingelly and the applicant.
- 4.1.16 If the applicant who is made an offer of employment in the position of CEO negotiates with the Shire of Pingelly a contract of employment containing terms different to the proposed terms approved by the Shire of Pingelly, then a resolution of absolute majority of Council must approve the terms of the negotiated contract.
- 4.1.17 If a period of 10 or more consecutive years have elapsed since a recruitment and selection process for the position was carried out, the Shire of Pingelly must carry out a recruitment and selection process in accordance with this policy.
- 4.1.18 The Shire of Pingelly must ensure that information provided to, or obtained by, the Shire of Pingelly in the course of a recruitment and selection process for the position of CEO is not disclosed , or made use of, except for the purpose of, or in connection with, that recruitment and selection process.
- 4.2 Review of Performance of CEO'S
 - 4.2.1 The Shire of Pingelly and the CEO must agree on in writing:
 - (i) the process by which the CEO's performance will be reviewed
 - (ii) any performance criteria to be met by the CEO that are in addition to the contractual performance criteria

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Responsible Directorate	Chief Executive Officer

4.2.2 A review of the performance of the CEO by the Shire of Pingelly must be carried out in an impartial and transparent manner.

4.2.3 The Shire of Pingelly must:

- (i) collect evidence regarding the CEO's performance in respect of the contractual performance criteria and any additional performance criteria in a thorough and comprehensive manner;
- (ii) review the CEO's performance against the contractual performance criteria and any additional performance criteria, based on that evidence

4.2.4 Following a review of the performance of the CEO, the Shire of Pingelly must, by resolution of an absolute majority of the council, endorse the review

4.2.5 After the Shire of Pingelly has endorsed a review of the performance of the CEO, the Shire of Pingelly must inform the CEO in writing of:

- (i) the results of the review
- (ii) any performance issues identified and how the Shire of Pingelly proposes to address and manage those issues

4.3 Termination of Employment of CEO

4.3.1 The Shire of Pingelly must make decisions relating to the termination of the employment of a CEO in an impartial and transparent manner.

4.3.2 The Shire of Pingelly must accord a CEO procedural fairness in relation to the process for the termination of the CEO's employment, including -

- (i) informing the CEO of the CEO's rights, entitlements and responsibilities in relation to the termination process; and
- (ii) notifying the CEO of any allegations against the CEO; and
- (iii) giving the CEO a reasonable opportunity to respond to the allegations; and
- (iv) genuinely considering any response given by the CEO in response to the allegations.

4.3.3 The Shire of Pingelly must not terminate the CEO's employment unless:

- (i) in the course of carrying out the review of the CEO's performance or any other review of the CEO's performance, identified any issues related to the performance of the CEO; and
- (ii) informed the CEO of the performance issues; and
- (iii) given the CEO a reasonable opportunity to address, and implement a plan to remedy, the performance issues; and
- (iv) determined that the CEO has not remedied the performance issues to the satisfaction of the Shire of Pingelly.
- (v) The Shire of Pingelly must not terminate the CEO's employment unless the Shire of Pingelly has, within the preceding 12-month period, reviewed the performance of the CEO under section 5.38(1) of the Act.

Council Policy



Council Policy Name: 10.19 Standards for CEO Recruitment, Performance & Termination
Responsible Directorate: Chief Executive Officer

4.3.4 Any decision by the Shire of Pingelly to terminate the employment of a CEO must be made by resolution of an absolute majority of the council.

4.3.5 If the Shire of Pingelly terminates the employment of a CEO, the Shire of Pingelly must give the CEO notice in writing of the termination.

4.3.6 The notice must set out the Shire of Pingelly's reasons for terminating the employment of the CEO.

5. RELATED DOCUMENTATION / LEGISLATION

Local Government Act 1995

Local Government (Administration) Regulations 1996

6. REVIEW DETAILS

Review Frequency	Three yearly
Council Adoption	
Previous Adoption	

The presiding member advised the meeting that Mr Andrew Dover had disclosed an interest in writing relating to the next item for discussion which is the adoption of the Certificate of Compliance – CEO Recruitment Process as this is to do with CEO recruitment

14.2 Certificate of Compliance - CEO Recruitment Process

File Reference:	ADM0085
Location:	Pingelly
Applicant:	Not Applicable
Author:	Acting Chief Executive Officer
Disclosure of Interest:	CEO – Financial Interest
Attachments:	Nil
Previous Reference:	SCM 12984 31/3/21, OCM 12990 21/4/21

Summary

Council is requested to certify that the recruitment process followed for the appointment of the new Chief Executive Officer was undertaken in accordance with the Model Standards for CEO Recruitment, Performance and Termination.

Background

February 2021

On 2 February 2021, changes to the Local Government Act 1995 and Local Government (Administration) Regulations 1996 were promulgated. These changes mandated all local governments to adopt and follow a model set of standards when dealing with CEO recruitment, performance management and termination.

March 2021

Council at its Special Council meeting on 31 March 2021 (resolution 12984) resolved to:

‘Engage Lydia Highfield, being a suitably qualified independent recruitment consultant to progress the recruitment, selection and appointment process for a new Chief Executive Officer.’

Regulation 18FB (3) of the Local Government (Administration) Regulations 1996 now provides that a local government must certify, by absolute majority resolution, that the process that was followed in relation to the recruitment of the Chief Executive Officer, was carried out in accordance with the local government’s adopted Standards for CEO Recruitment, Performance and Termination. If the Council has not adopted the standards, with or without modification, then the Model Standards for CEO Recruitment, Performance and Termination apply.

Comment

Each of the clauses that provide a requirement from the CEO Model Standards, in relation to the recruitment of a CEO, are listed below, with a brief outline of those requirements and what the Shire did to satisfy the requirements of that clause.

Clause 5 – Determination of selection criteria and approval of job description form

Local governments are required to determine the selection criteria for the position of CEO based on the local government’s consideration of the knowledge, experience, qualifications, and skills necessary to perform the duties of the CEO, as well as adopting (by absolute majority) the job description form.

Council at its meeting of 21 April 2021, endorsed (12990) the application package, that included the job description, selection criteria and other relevant information for candidates by an absolute majority decision.

Clause 6 – Advertising requirements

Local governments are required to comply with section 5.36(4) of the Act and regulation 18A of the Local Government (Administration) Regulations 1996, which requires the local

government to advertise the position by State-wide public notice and must contain certain information.

The position was advertised on Seek and the Shire's website from the 23 April to 12 May 2021 and in the West Australian newspaper on 24 April 2021. The advertisements contained all the required information as required by the Act and regulations.

Clause 7 – Job description form to be made available by local government

Local governments are required to provide a copy of the job description form to anyone who requests it by either referring to the web address listed in the advertisement (requirement of clause 6 above) or by emailing or posting a copy to the person if unable to access the website.

Candidates had the option of either, downloading the Applicants Information Package from the Shire website, or receiving a copy by contacting the recruitment consultant appointed by Council.

Clause 8 – Establishment of selection panel for employment of CEO

Local governments are required to establish a selection panel to conduct the recruitment of the CEO. This must consist of council members (as determined by the local government) and at least one independent person.

Council at its meeting of 21 April 2021, endorsed (resolution 12990) the full Council to be the Selection Panel and appointed Alan Hodges as the independent person on the Selection Panel.

Clause 9 – Recommendation by selection panel

Local governments are required to:

- Assess each applicant's knowledge, experience, qualifications against the selection criteria by or on behalf of the selection panel.
- Provide a summary of the panel's assessment of each applicant and a recommendation as to which applicant(s) are suitable to be employed as a CEO to the Council.
- If none of the applicants are considered suitable, recommend that a new recruitment process be carried out and any changes that should be made to the duties and responsibilities of the position.

The selection panel must not recommend an applicant to the local government unless the selection panel has:

1. assessed the applicant as having demonstrated that their knowledge, experience, qualifications, and skills to meet the selection criteria; and
2. verified any academic or other tertiary level qualifications the applicant claims to hold; and
3. whether by contacting referees provided by the applicant or making any other inquiries considered appropriate, verified the applicants character, work history, skills performance and any other claims made by the applicant.

As there was no separate selection panel appointed by Council some of the above requirements were not relevant to the recruitment process. The full Council and the independent person, through interviews assessed the suitability of the candidates, based on the adopted selection criteria, the candidate's ability to demonstrate that their knowledge, experience, qualifications, and skills met the selection criteria, verifying their academic, or other tertiary level, qualifications and contacting referees to verify their character, work history, skills, performance, and any other claims made by the candidate.

A recommendation was then made to the Council in accordance with the model standards requirements, in a confidential report, which was prepared by the existing Chief Executive Officer, as an Urgent Business item to the 16 June 2021 Council meeting.

Clause 11 – Offer of employment in position of CEO

Local governments are to approve by absolute majority the making of an offer of employment to an applicant and the proposed terms of the contract of employment to be entered into with the applicant before making an offer of employment to that applicant.

Council at its meeting on 16 June 2021 endorsed (13019):

1. That Council appoint Mr Andrew Dover to the position of Chief Executive Officer of the Shire of Pingelly for a period of three years commencing from 3 August 2021 and concluding on 3 August 2024.
2. The contract of employment as tabled including the remuneration package negotiated with the appointee and detailed in this report, and related schedule; and
3. Authorise the Shire President to sign the employment contract on behalf of the Council.

Following the Council decision, by an absolute majority, an offer of employment was made to Andrew Dover and the contract sign by both parties.

Clause 12 – Variations to proposed terms of contact of employment

This clause applies if an applicant who is made an offer of employment in the position of CEO under clause 11 negotiates with the local government a contract of employment (the negotiated contract) containing terms different to the proposed terms approved by the local government.

There was no variation to the terms of the contract that was executed with the preferred candidate and it did not differ from the terms approved by Council at its Meeting of 16 June 2021. So this clause does not apply.

Clause 14 – Confidentiality of information

Local governments must ensure that information relating to a recruitment process is not disclosed or made use of, except for the purpose of, or in connection with, that recruitment or selection process.

There was no disclosure of information relating to the recruitment process and the announcement of the successful applicant was made after the contract was endorsed by Council and signed by both parties.

Certification Process

If the Council adopts the Officer Recommendation to certify that the recruitment process was performed in accordance with the Model Standards of CEO Recruitment, Performance and Termination, the Chief Executive Officer will write to the Department of Local Government, Sport and Cultural Industries to confirm Council's certification of the process and include a copy of the minutes detailing the Council decision.

Consultation

Throughout the recruitment process consultation and advice was undertaken with the independent recruitment consultant and independent person.

Statutory Environment

The processes to be followed when recruiting a Chief Executive Officer are to be in accordance with the terms set by the Local Government Act 1995, Local Government (Administration)

Regulations 1996 and the Model Standards for CEO Recruitment, Performance and Termination.

Local Government (Administration) Regulations 18FB (3) & (4)

18FB. Certification of compliance with adopted standards for CEO recruitment (Act s. 5.39B(7))

- (3) As soon as practicable after the person is employed in the position of CEO, the local government must, by resolution*, certify that the person was employed in accordance with the local government's adopted standards (or model standards) in relation to the recruitment of CEOs.

* Absolute majority required.

- (4) The local government must give a copy of the resolution to the Departmental CEO within 14 days after the resolution is passed by the local government.

Policy Implications

There is no current policy relevant to this item.

Financial Implications

There are no financial implications if the Officer recommendation is adopted.

Strategic Implications

Goal 5	Innovation, Leadership and Governance
Outcome 5.7	A strong corporate governance framework is maintained
Strategy 5.7.2	Monitor and ensure compliance with the regulatory framework for Local Government

Risk Implications

Risk	If the Shire does not certify that the Model CEO Standards were followed in the recruitment, the Shire could be in breach of the LG Act.
Risk Rating (Prior to Treatment or Control)	Medium 6
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Adoption of Model Standards for CEO recruitment, performance management and termination.

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Absolute Majority

13040

Moved: Cr Narducci

Seconded: Cr Wood

Recommendation and Council Decision:

That Council certifies that the recruitment and employment of the CEO, Andrew Dover, was undertaken in accordance with the model Standards for CEO Recruitment, Performance and Termination and that a copy of this resolution be provided to the Department of Local Government and Cultural Industries CEO.

CARRIED 8/0

2.27pm Mr Andrew Dover returned to the meeting

14.3 Management Order – 13 Balfour Street Pingelly

File Reference: A9174
Location: 13 Balfour Street Pingelly
Applicant: Not Applicable
Author: Chief Executive Officer
Disclosure of Interest: Nil
Attachments: Nil
Previous Reference: OCM 17/3/21 12975

Summary

Council to consider seeking a Management Order for Reserve 23053, 13 Balfour Street Pingelly, with a purpose of 'Community purpose.'

Background

In 2010, a lease was granted to the Shire of Pingelly over Lot 807 on Deposited Plan 163367 (13 Balfour Street Pingelly), for the purpose of *'development and subdivision for residential, and construction of services and other works in accordance with the approved Deposited Plan and all approvals obtained from relevant statutory authorities.'*



Following subdivision and development of the land, the lease included an option for the Shire to purchase. Construction and operation were intended to have commenced within 10 years from the Commencement Date of the Lease (i.e. by the 2 August 2020), however, there has been no development to date.

The Department of Planning Lands and Heritage (DPLH) initially requested confirmation as to whether the Shire has an interest in continuing to lease this land for the same purpose (develop and subdivide), or whether it has a different interest in the land. Following confirmation that the Shire wishes to continue leasing the land for the same purpose, the DPLH further advised that there is not support for this direction due to:

- The land was not used for the purpose expressly stated in its previous lease.
- The Shire does not appear to be in a position to purchase the land, as per the option to purchase provided in its previous lease.

It was suggested by the DPLH that the creation of a crown reserve takes place, (to be managed by the Shire) for purposes in line with the current use of the land. It was noted that this would not stop the Shire from applying to purchase the land at a later date.

January 2021

Following additional discussions with the DPLH, further advice has been received, presenting an alternative option.

It was previously advised that the lease would not be renewed due to the fact the land was not used for the purpose stated in Lease L442989 and that the Shire does not appear to be the position to purchase the land, as per the option in the previous lease.

Following further discussions, this Department will consider a new lease if the Shire can demonstrate that it intends to develop and/or subdivide Lot 807 within the term of the future lease. This Department would only be willing to offer a lease for a term of five years. A further five-year term could be added to the lease on the discretion of the State.

If the Shire do not have any intention to subdivide and develop the land within the five-year period, this Department believes creating a crown reserve with a management order to the Shire. It should be noted that:

- 1. The Shire would incur no costs as a result of the State creating a crown reserve and/or issuing them a management order.*
- 2. If the Shire was to be issued a management order this Department would be required, under legislation, to obtain the Shire's consent before it made any amendments to the reserve.*
- 3. This would not stop the Shire from applying to purchase the land in the future.*

This Department will advise further once the Shire confirms how they wish to proceed with the proposal.

March 2021

Council at its meeting on 17 March 2021 resolved (resolution 12975):

'That Council approves its preference of a lease for a period of five (5) years, for the land being Lot 807 on Deposited Plan 163367, 13 Balfour Street Pingelly.'

July 2021

At the Corporate Discussion session of Council on 21 July 2021 Councillors considered an alternative option, being the issuing of a management order to the Shire, versus the proposed five (5) lease, including the proposed increase in the annual lease fee from \$500 to \$2,500, recently advised by DPLH.

Comment

Following the decision by Council in March 2021 to seek a five (5) lease of the reserve DPLH Advised that following a revaluation of the land the annual lease fee would be increased from \$500 to \$2,500.

As a result of the increase in the annual lease fee and the stringent conditions being placed on the Shire with the proposed five (5) lease (development and subdivision of the land), the matter was further discussed at the July 2021 Corporate Discussion session. Given the current financial constraints of the Shire and the cost of developing the land versus the potential sales return it was agreed that the Shire would not be in a position in the next five (5) years to comply with the proposed DPLH condition of development of the land. It was therefore considered that the best outcome at the present time for the Shire would be to accept a management order for the reserve with a purpose of 'Community Purpose' (this provides greater flexibility than a

recreation designation) as it will provide the Shire with long term control over the reserve and would still allow the Shire to proceed with purchase of the land in the future if there is an increased need for additional residential lots in Pingelly.

Consultation

Consultation has been undertaken with Councillors via the Corporate Discussion sessions and with officers at the DPLH to determine the most suitable option for the Shire to gain control of the reserve.

Statutory Environment

Pursuant to Section 3.54 of the Local Government Act 1995, Council may consider accepting the management, care, and control of a Reserve.

Pursuant to Section 46 of the Land Administration Act 1995, the minister of lands may place management, care, and control of a Reserve for the same purpose as vesting and ancillary or beneficial to the location.

Policy Implications

Nil

Financial Implications

There will be some minor fees involved in the issuing of a management order to the Shire

Upon excepting a management order for the reserve the Shire will become responsible for the proper management of the area so some annual costs will be in relation to weed management, removal of litter/rubbish and fire hazard reduction.

Strategic Implications

Goal 3	Built Environment
Outcome 3.2	New development (including commercial) is of a high quality and contributes positively to the character and appearance of the town.
Strategy 3.2.1	Encourage new developments to be designed and built in a way that reduces pressure on and demand for resources (e.g. energy efficiency and water conservation) and gives priority to development/ infill of currently zoned land.

Risk Implications

Risk	Lack of proper management of the area could result in poor public perception of the Shire
Risk Rating (Prior to Treatment or Control)	Low (4)
Principal Risk Theme	Financial and Reputational
Risk Action Plan (Controls or Treatment Proposed)	Annual maintenance of the reserve in regard to removal of any rubbish and litter and reduction of fire hazard/installation of fire breaks.

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Simple Majority

13041

Moved: Cr Wood

Seconded: Cr Hotham

Recommendation and Council Decision:

That Council approves a request to the Department of Planning Lands and Heritage for a Management Order to be issued to the Shire of Pingelly for 13 (Lot 807), Balfour Street, Pingelly (Reserve 23053) with the designated purpose of "Community Purpose."

CARRIED 8/0

14.4 REED Lease

File Reference: A971
Location: 22 Queen Street, Pingelly
Applicant: Regional Early Education and Development (REED)
Author: Chief Executive Officer
Disclosure of Interest: Nil
Attachments: Draft Lease
Previous Reference: Nil

Summary

Council is requested to consider providing a lease to REED for the facility at 22 Queen Street, Pingelly (old Kindy building) for a term of 1 (1) year with an option to renew for an additional 12 months at an annual Peppercorn lease fee (\$1).

Background

Currently REED is charged an annual fee of \$2,200 plus GST for use of the facility for two (2) days each week with the facility being utilised by two playgroups one day each week.

May 2021

REED provided a draft lease to the Chief Executive Officer with a request to attend a Council meeting to provide further information about REED and the benefits of a peppercorn lease.

July 2021

Helen Creed, Chairperson, REED attended the Council meeting and made a presentation to Councillors.

Comment

The draft lease agreement provided by REED provides for a five (5) year lease of the premises in Queen street for the 'Early education and childcare services'.

Currently REED is charged \$2,200 for use of the facility for two days each week so presumably if they wish to expand their services to additional days the annual fee would increase, so providing a peppercorn lease (\$1) does have the added incentive of allowing REED to expand the number of days they provide their service in Pingelly without any additional costs.

In considering the provision of a 1 (1) year lease the shire should ensure that the use of the facility by the two local playgroups on alternative days is not compromised.

Interestingly the draft lease (schedule 2, clause 1.3) that has been developed in discussion with REED indicates that the Lessee will be responsible for the cost of utilities (water and power usage) at the building. Financial implications relating to current costs incurred by the Shire and moving to a peppercorn lease are discussed in the financial implications below.

Staff sought information from adjoining local governments as to whether they charge any fees and/or meet other costs (utilities) in regards REED utilising a Shire building and details are as follows. –

- Shire of Corrigin currently has a 10 year peppercorn lease (with a 10 year option) with REED. Reed are responsible for the cost of utilities and the day to day running costs. The building is owned freehold by the Shire.
- Shire of Narrogin currently has a 10 year lease (with a 10 year option) with REED. REED are charged \$3500 (CPI increases) a year and they are also responsible for the cost of utilities and day to day running costs. REED are the exclusive users of this building and operate here 5 days a week.
- Shire of Wagin lease to a private organization for the provision of daycare. This organization pay around \$8,500 a year in lease fees and are also responsible for the

utility costs.

Finally, as indicated in the Statutory Environment section of this report below, as REED is providing an 'Early Childhood Education and Care' service the disposal of the property (which includes leases) would be exempt from the provisions of the Local government Act and Regulations.

Consultation

Consultation has been undertaken with Councillors, CEO and REED representatives and officer from adjoining local governments.

Statutory Environment

Local Government Act 3.58 (3)

Local Government (Functions and General) Regulations, clause 30 (2)(b)

30. Dispositions of property excluded from Act s. 3.58

- (1) A disposition that is described in this regulation as an exempt disposition is excluded from the application of section 3.58 of the Act.
- (2) A disposition of land is an exempt disposition if —
 - (b) the land is disposed of to a body, whether incorporated or not —
 - (i) the objects of which are of a charitable, benevolent, religious, cultural, educational, recreational, sporting or other like nature; and
 - (ii) the members of which are not entitled or permitted to receive any pecuniary profit from the body's transactions.

Policy Implications

Policy 7.6 'Buildings Owned by the Shire of Pingelly' is applicable to this item with the relevant parts detailed below.

In the event that the use of Shire of Pingelly owned buildings is granted to a community group, the following conditions shall apply:

- 1.1 All electricity, water charges etc. are to be met by the community group.
- 1.2 Satisfactory insurance cover for contents being carried by the community group.
- 1.3 Alterations and repairs to be approved by the Chief Executive Officer prior to work being carried out.
- 1.4 Cost of alterations to be met by the community group.
- 1.5 Cost of repairs may be equally apportioned between the Shire of Pingelly and the community group subject to prior consultation.

Financial Implications

The Shire currently meets all building maintenance costs (\$4,100) and utility costs (\$3,400 for usage and water/sewer rates) of approximately \$7,500 per year.

The provision of an annual peppercorn lease fee (\$1) would result in the annual loss of \$2,200 in income.

The waiving of the annual lease fee of \$2,200, in favour of a peppercorn lease fee (\$1), with the introduction of REED being responsible for utility usage costs would result in a very small financial benefit to the Shire and would quarantine the Shire from future increases in utility usage costs at the facility.

Strategic Implications

Goal 2	Community
Outcome 2.4	People have access to attractive community facilities, activities and events which support activity and health, community involvement and enjoyment of life.
Strategy 2.41	Provide a range of community facilities and associated services in a way that maximises use and community activity.

Risk Implications

Risk	Retaining the annual fee may risk the REED not expanding their service in Pingelly or ongoing provision of a service in Pingelly.
Risk Rating (Prior to Treatment or Control)	Medium 9
Principal Risk Theme	Reputational and Financial
Risk Action Plan (Controls or Treatment Proposed)	Provision of a lease of the building in line with what other local governments are providing to REED.

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Simple Majority

13042

Moved: Cr McBurney

Seconded: Cr Oliveri

Recommendation and Council Decision:

That Council approves a one (1) year lease with the option of an additional one (1) year of 22 Queen Street, Pingelly to Regional Early Education and Development (REED) with an annual peppercorn lease fee (\$1), with REED being responsible for all utility (water, electricity, gas) usage costs, excluding water/sewerage rates.

CARRIED 6/2

Cr Freebairn requested that his vote against the motion be recorded

Dated

2021

SHIRE OF PINGELLY

and

REGIONAL EARLY EDUCATION AND DEVELOPMENT INC

LEASE

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PARTIES **SHIRE OF PINGELLY** of 17 Queen Street, Pingelly, Western Australia
6308 ("**the Lessor**")

and

REGIONAL EARLY EDUCATION AND DEVELOPMENT INC
of 6 William Kennedy Way Narrogin Western Australia 6312 ("**the Lessee**")

RECITALS

- A. The Lessor has the Lessor's Interest in the Land.
- B. The Lessor has agreed to lease the Premises to the Lessee on and subject to the terms and conditions of this Lease.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Definitions

In this Lease, unless the contrary intention appears:

"Building" means the building or buildings and all other fixed improvements erected on the Land and includes any additions or alterations;

"Commencement Date" means the commencement date of the Term specified in Item 3 of Schedule 1;

"Land" means the land described in Item 2 of Schedule 1;

"Lessee" if only one Lessee is a party means the Lessee and the executors, administrators and permitted assignees of the Lessee and if there are two or more Lessee parties means the Lessees and each of them and each of their executors, administrators and permitted assigns and if the Lessee or any of the Lessees is a corporation includes the successors and permitted assigns of the Lessee;

"Lessee's Covenants" means the covenants, terms and conditions expressed or implied in this Lease and on the part of the Lessee to be performed and observed;

"Lessor" if only one Lessor is a party means the Lessor and the executors, administrators and assigns of the Lessor and if there are two or more Lessors parties hereto means the Lessors and each of them and each of their executors, administrators and assigns and if the Lessor or any of the Lessors is a corporation includes the corporation and its successors and assigns;

described in Item 2 of Schedule I;

"Permitted Purpose" means the purpose specified in Item 6 of Schedule 1;

"Premises" means the premises described in Item 2 of Schedule 1 including all the Lessor's fixtures and appurtenances;

"Rate of Interest" means the general maximum rate of interest charged from time to time by the Lessor on outstanding rates;

"Rent" means the Rent payable by the Lessee pursuant to this Lease;

"Term" means the term of this Lease as specified in Item 3 of Schedule 1 commencing on the Commencement Date and any shorter period in the event of the early determination of the Term.

1.2 Interpretation

In this Agreement, unless the contrary intention appears:

- (a) words suggesting the singular include the plural and vice versa;
- (b) words suggesting any gender include any other gender;
- (c) reference to a person include a company, corporation, and unincorporated or incorporated association or statutory authority;
- (d) references to clauses, paragraphs, subparagraphs and Schedules are to clauses, paragraphs, and subparagraphs of, and schedules to, this Agreement as amended from time to time in accordance with the terms of this Agreement;
- (e) headings used for clauses, paragraphs, subparagraphs, Schedules and the table of contents are for ease of reference only and will not affect the interpretation of this Agreement;
- (f) references to laws include any modification or re-enactment of those laws, or any legislative provisions substituted for those laws, and all orders, local laws, planning schemes, by-laws, regulations and other statutory instruments issued under those laws;
- (g) where the words "includes" or "including" are used, they are to be taken to be followed by the words "without limitation", unless the contrary intention appears;
- (h) a reference to any body is:
 - (i) if that body is replaced by another organisation, deemed to refer to that organisation; and

- (ii) if that body ceases to exist, deemed to refer to the organisation which most nearly or substantially serves the same purposes or objects as that body; and

- (i) all dollar amounts specified in this Agreement are in Australian dollars.

2. LEASE

2.1 Lease

The Lessor grants a lease to the Lessee and the Lessee takes a lease of the Premises on and subject to the terms of this Lease.

2.2 Term

The Premises are to be held by the Lessee as tenant for the Term commencing on the Commencement Date and expiring on the expiry date specified in Item 3 of Schedule 1.

2.3 Rent

- (1) The Lessee must pay to the Lessor for the first and each subsequent year of the Term, the Rent specified in Item 4 of Schedule 1.
- (2) The Rent is payable in the manner set out in Item 5 of Schedule 1.

3. OBLIGATIONS

3.1 Rates and taxes

The Lessor must punctually pay all rates, assessments, levies or taxes levied or assessed or to be levied or assessed by the Commonwealth, the State, the local government, any water supply authority, any sewerage authority or by any other authority whether statutory, governmental, or otherwise which:

- (a) are at any time during the Term or any holding over to any extent charged on the Premises or on the Lessor in respect of the Premises or both; or
- (b) arise out of or by reason of the method or kind of business carried on by the Lessee.

3.2 Cleaning

The Lessee must keep and maintain the Premises well cleansed and drained in good sanitary condition and properly disinfected, free from rubbish, refuse and disused material of any kind and the Lessee must observe, perform, discharge, execute and take such sanitary measures and precautions and subject to clause 3.21, construct such works and make such amendments, alterations and additions to the Premises at any time as are during the Term required by or under any written law.

3.3 Make good damage

At the Lessee's own expense from time to time the Lessee must make good any breakage, defect or damage to the Premises or any adjoining premises or facilities or

any other property caused by want of care, misuse or abuse on the part of the Lessee or the Lessee's employees, agents, contractors, invitees, licensees, sub-tenants, or other persons claiming through or under the Lessee or otherwise occasioned by any breach or default of the Lessee under this Lease.

3.4 Entry by Lessor to view and to repair

- (1) The Lessee must permit the Lessor, the Lessor's architects, agents and contractors at all reasonable times to enter into and upon the Premises in order to view and examine the state of repair, order and condition and to leave upon the Premises notice of any lack of repair, order, condition, neglect or defect for which the Lessee is liable and requiring the Lessee to make good the same within the time specified in the notice and the Lessee must make good the same in accordance with the notice to the satisfaction of the Lessor.
- (2) The Lessee must permit the Lessor, the Lessor's agents and contractors at all reasonable times and, in the case of emergency, at any time to enter into and remain upon the Premises with all necessary plant, equipment and materials to carry out any works or make any repairs or alterations or additions to the Premises provided that the Lessor will not cause unnecessary interference with the use of the Premises by the Lessee.

3.5 Abatement of nuisances

- (1) The Lessee must not do or omit to do any act matter or thing which may be or be deemed to be a nuisance within the meaning of any Act or under any planning scheme, local law or regulation applicable to the Premises or the use or occupation of the Premises by the Lessee and the Lessee must immediately abate any such nuisance or alleged nuisance.
- (2) The Lessee must ensure that the Premises are not used in any manner which may be or become a nuisance, disturbance or annoyance to the quiet and comfort of any occupier of any premises in the vicinity of the Premises and on being required to do so by the Lessor or any employee or agent of the Lessor the Lessee must immediately abate the nuisance, disturbance or annoyance.

3.6 Pests

The Lessee must keep the Premises free of ants, cockroaches, termites, rodents, pests and vermin. An annual certificate of compliance must be produced

3.7 No living in premises

The Lessee must not use or permit the use of any part of the Premises for living or sleeping for any unlawful purpose.

3.8 Defacing

The Lessee must not mark, paint, drill, write on or in any way deface any wall, ceiling, floor, wood, stone or ironwork of the Premises unless permitted by the Lessor.

3.9 Rubbish

The Lessee must not permit any rubbish or garbage to accumulate on the Premises unless confined in suitable containers which are located so as not to be visible to members of the public.

3.10 Disorderly Behaviour

The Lessee must prevent disorderly behaviour and indecent language at the Premises.

3.11 Compliance with written laws

The Lessee must comply with, carry out and perform the requirements of any Act, ordinance, town planning scheme, local law, regulation or written law or of any notice, requisition or order under a written law applicable to the Premises or the use or occupation of the Premises.

3.12 Permitted Purpose

The Lessee must use the Premises only for the Permitted Purpose or for any other purpose first approved in writing by the Lessor.

3.13 Insurances

The Lessee must, at the Lessee's expense, effect and keep current, with an insurance company approved by the Lessor the following insurances in relation to the Premises:

3.14 (1) Public risk

- (a) A policy covering public risk which will:
 - (i) be in the name of the Lessee, and provide for a minimum cover of ten million dollars (\$10,000,000.00) for each accident, claim or event or such higher amount as the Lessor specifies; and extend to cover any liability for the death of, or injury to, any person or damage to any person's property sustained when such person is using or entering or near any entrance, passage, stairway, display or display window to into or of the Premises, or sustains the injury or damage as a result of an act or omission of the Lessee, its agent, licensee, employee or representative operating a business on or from the Premises, or sustains the injury or damage as a result of consuming food or drink supplied on or from the Premises or as a result of goods sold on or from the Premises; and
 - (ii) require the insurance company and the Lessee to give the Lessor at least 30 days written notice before either cancellation of the policy or a reduction in its level or extent of cover; and
 - (iii) contain a clause which provides that any claims made by any of the insured parties against any other will be treated as though the claimant were not an insured party and in such instances provide that the insurance company waives its right of subrogation; and provide cover which is primary and not

contributory with any policies effected by the Lessor or the Lessor's managers, agents, employees, representatives or contractors;

3.14(2) Fittings and chattels

- (b) a policy covering the Lessee's fittings, fixtures and chattels contained in or about the Premises for its full insurable value against loss or damage resulting from fire and extraneous risks including but not limited to water, storm and rainwater damage.

3.14 Evidence of insurance cover

- (1) Before taking possession of the Premises, the Lessee must deliver the insurance policies required under this Lease to the Lessor.
- (2) The Lessee must give satisfactory evidence to the Lessor that the policies have been renewed within 7 days after the expiration of each policy term.

3.15 Not to void insurances

The Lessee must not at any time do or allow anything which may either render the insurances on the Premises or any part of it void or voidable.

3.16 Compliance with insurance regulations

- (1) The Lessor must comply with insurance, sprinkler and fire alarm regulations as they relate to the use of the Premises.

3.17 Indemnity

The Lessee must indemnify the Lessor and keep the Lessor indemnified from and against all claims, demands, writs, summonses, actions, suits, proceedings, judgments, orders, decrees, damages, costs, losses and expenses of any nature whatsoever which the Lessor may suffer or incur in connection with loss of life, personal injury or damage to property arising from or out of any occurrence in upon or at the Premises or the use by the Lessee of the Premises or to any person or the property of any person using or entering or near any entrance to the Premises or occasioned (wheresoever it may occur) wholly or in part by any act, neglect, default or omission by the Lessee its agents, contractors, servants, workmen, customers, members or any other person or persons using or upon the Premises with its consent or approval expressed or implied.

3.18 Alterations and improvements

The Lessee must not, without the prior written consent of the Lessor, make or permit to be made any alteration in or additions to the Premises or remove from the Premises any improvement and the Lessee must not cut, maim, or injure, or suffer to be cut maimed or injured, any of the walls, floors, ceilings, plumbing, gas or electrical fixture or fittings or timbers.

3.19 Notice of defects

The Lessee must give to the Lessor immediate notice in writing of any damage to or defect in the Premises or the water or sewerage pipes, gas pipes, electrical light fixtures (excluding light globes) or any plant fittings or equipment in the Premises.

3.20 No security

The Lessee must not mortgage, encumber or change the Premises on this Lease.

3.21 Assignment or subletting

- (1) The Lessee must not without the consent of the Lessor, assign, sublet, transfer or part with possession of the whole or any part of the Premises or the benefit of this Lease or any estate or interest in the Premises or this Lease;
- (2) The provisions of sections 80 and 82 of the *Property Law Act 1969* do not apply to this Lease.

3.22 Lessee to make good

- (1) At the expiration or sooner determination of this Lease:
 - (a) the Lessee must yield up the Premises to the Lessor in the condition required by this Lease; and
 - (b) the Lessee must remove from the Premises all fixtures, fittings and chattels brought onto the Premises by or for the use of the Lessee except for any structural improvements and any fixtures, fittings and chattels provided for the use of the Lessee and which the Lessor determines should remain in the Premises. The Lessee must not do or allow any damage to the Premises in such removal. If however any damage occurs the Lessee must immediately make it good; and
 - (c) the Lessee must remove any lettering, signs, names, advertisements and notices erected, painted, displayed or affixed onto or within the Premises and make good any damage caused by reason of such erection, painting, displaying, affixing or removal. If the Lessee defaults under this clause the Lessor may remove and make good at the Lessee's expense.
- (2) If the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:
 - (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and

- 3.23** treat them as if the Lessee had abandoned its interest in them and they had become the property of the Lessor may then deal with them in such manner as the Lessor determines. If the Lessor sells them it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it see fit. No registration or caveat

The Lessee nor any person on behalf of the Lessee will, without the prior written consent of the Lessor, lodge any absolute caveat at Landgate against the Certificate of Title for the Land, to protect the interests of the Lessee under this Lease.

3.24 Interest on arrears

The Lessee must pay to the Lessor on demand interest at the Rate of Interest plus 2% on all moneys owing by the Lessee but unpaid in breach of the provisions of this Lease for more than 30 days from and including the due date for payment such interest to be calculated on a daily basis on the total of the moneys owing from time to time and computed from and including the due date for payment until the date of actual payment.

3.25 Vandalism

The Lessee must immediately report to the Lessor any acts of vandalism or any incident which occurs on or adjacent to the Premises which is, or is likely to involve, a breach of the peace or become the subject of a report to the police.

3.26 Storage of dangerous materials

Except in accordance with the prior written consent of the Lessor, the Lessee must not store or keep on the Premises any inflammable liquids, acetylene gas, dangerous chemicals or volatile or explosive oils, compounds or substances.

3.27 Special Conditions

The Lessee must observe and perform the special conditions set out in Schedule 2

4. QUIET POSSESSION

If the Lessee pays the Rent and performs its covenants contained in this Lease it will peaceably possess and enjoy the Premises for the Term without any interruption from the Lessor or any person lawfully claiming through, from or under its subject always to the rights, powers, remedies and reservations of the Lessor contained in this Lease.

5. MUTUAL AGREEMENTS

5.1 Default

If:

- (a) the Rent or any part of it is in arrears for 14 days even if it has not been formally demanded;
- (b) the Lessee breaches or does not comply with any provision whether expressed or implied in this Lease;
- (c) repairs required by any notice given by the Lessor under this Lease are not completed within the time specified in the notice;
- (d) the Lessee defaults in the payment of any moneys owing to the Lessor

other than rent whether under this Lease or any other account after 14 days written demand for payment has been made by the Lessor on the Lessee; the Lessee is a corporation and an order is made or a resolution is passed for the winding up of the Lessee except for the purpose of reconstruction or amalgamation with the written consent of the Lessor which consent will not unreasonably be withheld;

- (e) the Lessee is a corporation and ceases or threatens to cease to carry on business or goes into liquidation whether voluntary or otherwise or is wound up or if a liquidator or receiver (in both cases whether provisional or otherwise) is appointed;
- (f) the Lessee is a corporation and is placed under official management or an administrator is appointed under or pursuant to the provisions of the relevant Corporations Law or enters into a composition or scheme of arrangement;
- (g) the interest of the Lessee under this Lease is taken in execution;
- (h) the Lessee or any person claiming through the Lessee conducts any business from the Premises after the Lessee has committed an act of bankruptcy;
- (j) the Lessee abandons or vacates the Premises; or
- (k) the Lessee being an incorporated association is wound up or resolves to be dissolved or wound up voluntarily;

then the Lessor may in addition to its other powers either:

- (i) re-enter on the Premises or any part of them with force if necessary and eject the Lessee and all other persons from and repossess the Premises; or
- (ii) by notice in writing to the Lessee terminate this Lease,

or both.

5.2 Lessor's powers

If the Lessor exercises its powers under clause 5.1, this Lease is to terminate but the Lessee will not be released from liability for any breach of or non-compliance with any provision of this Lease and the remedies available to the Lessor for recovery of arrears of rent or for prior breach or non-compliance will not be affected. On such determination if the Lessee fails to remove its fixtures, fittings and chattels the Lessor may at its option do either or both of the following:

- (a) remove and store any of them in such a manner as the Lessor determines at the cost of the Lessee; and
- (b) if the Lessee does not remove or recover them within a month after termination of the Lease, treat them as if the Lessee had abandoned its interest in them and

they had become the property of the Lessor and the Lessor may then deal with them in such a manner as the Lessor determines. If the Lessor sells them, it need not account to the Lessee for the proceeds of sale but may apply the proceeds of sale as it sees fit.

5.3 Destruction of the Premises

- (1) Where the Premises or any part of the Premises are at any time damaged or destroyed by fire, flood, lightning, storm or tempest so as to make them unfit for the occupation and use of the Lessee, then the Rent or a proportionate part of the Rent, according to the nature and extent of the damage sustained is to abate and all remedies for recovery of the rent or such proportionate part of the rent are to be suspended until the Premises are rebuilt or made fit for the occupation and use of the Lessee.
- (2) If the Lessor does not rebuild the Premises or make them fit for the use and occupation of the Lessee within a reasonable time then either party may terminate this Lease by one month's notice in writing to the other without right or claim for damage by reason of the termination of the Lease but without prejudice to the rights of either party for any prior breach of or failure to comply with a provision of this Lease.
- (3) Nothing in this Lease imposes on the Lessor any obligation to rebuild the Premises or to make the Premises fit for the use and occupation of the Lessee.

5.4 Entry by Lessor

If the Lessee fails to duly and punctually observe or perform any provision of this Lease the Lessor is entitled to carry out the observance or performance of the provision and for that purpose the Lessor or the Lessor's architects, servants, agent, or workmen may if necessary enter the Premises and the cost and expense incurred in the observance or performance together with interest thereon at a rate of 2% per annum greater than the Rate of Interest is to be a debt due by the Lessee to the Lessor and is to be payable on demand and may be recovered by the Lessor in the same manner as if the debt were for rent due under this Lease in arrears by action in law and such cost expense and interest is to be a charge on the term.

5.5 Works by Lessor

- (1) The Lessor may by itself or its agents at all reasonable times enter the Premises or any part of the Premises for any one or more of the following purposes:
 - (a) complying with the terms of any legislation affecting the Premises and any notices served on the Lessor or Lessee by any statutory, licensing, municipal or other competent authority;
 - (b) carrying out any repairs, alterations or works of a structural nature;
 - (c) installing any services such as air-conditioning apparatus, automatic fire sprinklers, gas pipes, water pipes, drainage pipes, cables or electrical wiring;
 - (d) making any repairs which the Lessor may think necessary to the Premises;

- (e) making any improvements or alterations to the adjoining Premises which the Lessor may consider necessary;
- (f) taking inventories of fixtures;
- (g) exercising the powers and authorities of the Lessor under this Lease,

provided that, except in the case of an emergency, the Lessor is to give to the Lessee at least 7 days' prior notice orally or in writing.

- (2) In carrying out the works referred to in this clause the Lessor is not to cause unnecessary interference with the use of the Premises by the Lessee.

5.6 Holding over

If the Lessee holds over the Premises upon the expiry of the Term then a tenancy from year to year is not to be presumed but the tenancy in that event is to be and continue to be a tenancy from month to month at the rental then payable but otherwise upon the terms and conditions contained in this Lease insofar as they are applicable and is to be determinable at the expiration of one month's notice by either party to the other at any time.

5.7 No waiver

- (1) No waiver (whether express or implied) by the Lessor of any breach of any covenant, obligation or provision contained or implied in this Lease is to operate as a waiver of any other breach of the same or any other covenant, obligation or provision contained or implied in this Lease it is not to operate as a waiver of the essentiality of any obligation which by virtue of this Lease is an essential term of this Lease.
- (2) In particular, any demand by the Lessor for, or any acceptance by the Lessor of, rent or other moneys payable under this Lease will not constitute a waiver by the Lessor of any breach of any provision in this Lease and is not to create any new tenancy between the parties.
- (3) No custom or practice which has grown up between the parties in the course of administering this Lease is to be construed so as to waive or lessen the right of the Lessor to insist on the performance by the Lessee of all or any of the Lessee's obligations under this Lease.

5.8 No warranty

- (1) This document embodies the whole transaction of leasing made by this Lease and all warranties, conditions and representations collateral or otherwise concerning the leasing whether written, oral, express or implied and whether consistent with this document or not are cancelled.
- (2) This Lease may be amended only by instruments in writing executed by the Lessor and the Lessee.
- (3) The Lessee acknowledges that it has entered into this Lease without relying on any representation or warranty by the Lessor except as stated in this clause and

after satisfying itself as to the suitability of the Premises for the purpose of which the Premises are leased.

5.9 Lessor's right to install services

The Lessor reserves to itself and to its employees, agents and contractors the right to enter upon the Premises at all reasonable times with all necessary materials and appliances to erect, make, excavate, lay, or install in, on, over or under the Premises any posts, drains, pipes, conduits, cables, wires, or other things requisite for any existing or future service to the Premises together with the right to enter upon the Premises for the purpose of inspecting, removing, maintaining, altering or adding to any such things in relation to an existing service to the Premises and, in each such case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.10 Execution of works by Lessor

If the Lessor desires or is required to:

- (a) execute any works which by law the Lessor is bound and has been required to execute on the Premises or the Building; or
- (6) build any further storeys upon the Building; or
- (c) alter, repair, add to or re-build any part of the Premises or the Building; or
- (d) construct, erect, lay down, alter, repair, cleanse or maintain any drain ventilator, shaft, water pipe, electric wires or gas pipes in connection with or for the accommodation of the Building or any adjoining property; or
- (e) underpin; or
- (f) reinstate or re-build in case of fire,

then and in any such case the Lessor may with or without employees, agents, workmen and contractors, and appliances, enter upon the Premises and carry out such works, doing as little damage to the Premises as is reasonably possible and restoring them without unreasonable delay, but without making compensation for any damage or inconvenience to the Lessee, provided that in each case the Lessor is to cause as little inconvenience and damage to the Lessee as is practicable in the circumstances.

5.11 Notices

- (1) Any notice or demand from the Lessor to the Lessee is to be taken to be duly served if left for the Lessee on the Premises, if posted by prepaid letter addressed to the Lessee at the address set in this Lease or if sent by facsimile machine to the Lessee's facsimile machine.
- (2) Any notice or demand from the Lessee to the Lessor is to be taken to be duly served if posted by prepaid letter addressed to the Lessor at its office.
- (3) A notice or demand posted is to be taken to be duly served at the expiration of 48 hours after the time of posting and any notice given by one party to the other may be signed on behalf of the party giving it by a director, secretary, chief executive officer or solicitor.

6. ESSENTIAL TERMS

The Lessee and the Lessor agree that each of clauses 2.3, 3.1, 3.2, 3.3, 3.14, 3.15 and 3.23 are essential terms of this Lease, and any breach or failure by the Lessee to comply with any of those clauses is to entitle the Lessor to all rights and remedies available to it in respect of breach of or failure to comply with an essential term.

7. GST

- (1) If GST is imposed or levied in respect of any supply by a party under or in accordance with this Lease (including the supply of the Premises or the supply of any goods, services, rights, benefits or other things) then the party making the supply may recover the GST Amount from the party receiving the supply in addition to the Consideration. The party making the supply must provide such invoices to the party receiving the supply as are required pursuant to the GST Legislation.

- (2) In sub-clause (1):

"Consideration" means any amount or consideration payable or to be provided pursuant to any provision of this Lease other than this clause;

"GST" means any form of goods and services tax or similar value added tax;

"GST Amount" means the Consideration (after deducting the GST Exempt Component) multiplied by the Rate;

"GST Exempt Component" means any part of the Consideration which solely relates to a supply that is free or exempt from the imposition of GST;

"GST Legislation" means A New Tax System (Goods and Services Tax) Act 1999 and any other legislation or regulation which imposes, levies, implements or varies a GST or any applicable ruling issued by the Commissioner of Taxation;

"Rate" means the rate at which GST Legislation from time to time imposes or levies GST on the relevant supply under this Lease;

"supply" includes supply as defined under GST Legislation.

SCHEDULE 1

Item 1	Lessee's Name and Address:	REGIONAL EARLY EDUCATION AND DEVELOPMENT INC 6 William Kennedy Way Narrogin WA 6312
Item 2	Premises: Lessor's Interest	22 Queen Street, Pingelly, WA 6308
Item3	Term: Commencement Date: Expiry Date: Further Term: Commencement Date: Expiry Date:	1 year TBA TBA One (1) Year (by agreement from both Lessee and Lessor) TBA TBA
Item 4	Annual Fee payable	Peppercorn (\$1)
Item 5	Manner of Payment of Rent:	When requested by Shire
Item 6	Permitted purpose	Early education and childcare services

SCHEDULE 2 SPECIAL CONDITIONS

1 Maintenance, repair and cleaning

1.1 Generally

- (1) The Lessee AGREES during the Term and for so long as the Lessee remains in possession or occupation of the Premises to clean and keep the Premises (which for the avoidance of doubt includes the Lessor's Fixtures and Fittings) and Appurtenances 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 and reasonable wear and tear; and
 - (b) in respect of any structural maintenance, replacement or repair EXCEPT when such maintenance, repair or replacement is necessary because of any act or omission of or on the part of the Lessee (or its servants, agents, contractors or invitees), or by the Lessee's particular use or occupancy of the Premises.
- (2) In discharging the obligations imposed under this subclause the Lessor shall where maintaining, replacing or repairing:
 - (a) any electrical fittings and fixtures;
 - (b) any plumbing;
 - (c) any air-conditioning fittings and fixtures;
 - (d) any gas fittings and fixtures,in or on the Premises use only licensed trades persons.

1.2 Cleaning

The Lessee must at all times keep the Premises clean, tidy, unobstructed and free from dirt and rubbish.

1.3 Utilities Costs

The Lessee will cover all costs incurred for the usage of any utilities at the premises, including but not limited to electricity and water use.

1.4 Repair

Unless such damage is the Lessee's responsibility pursuant to the terms of the Lease, the Lessor must promptly repair 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.

1.5 Responsibility for Securing the Premises

The Lessee must ensure the Premises, including Lessor's and Lessee's fixtures and fittings, are appropriately secured at all times.

1.6 Maintain surroundings

- (1) The Lessee must regularly inspect any part of the Premises which surrounds any buildings

including but not limited to any flora, gardens, lawns, shrubs, hedges and trees.

- (2) The Lessor will ensure that the flora, gardens, lawns, shrubs, hedges and trees will be maintained in accordance with an ongoing gardening schedule.
- (3) The Lessor will undertake an annual inspection of trees to assess risk to safety and take remedial action as necessary at the Lessor's expense.
- (4) The Parties agree that any pruning of trees must be undertaken by the Lessor.
- (5) If any flora, trees or lawn dies the Lessee will take the appropriate course of action which may include replacement.
- (6) 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.

1.6 Lessor's Fixtures and Fittings

The Lessee covenants and agrees that the Lessor's Fixtures and Fittings will remain the property of the Lessor and must not be removed from the Premises at any time.

1.7 Pest control

- (1) The Lessor must keep the Premises free of any pests and vermin and the cost of extermination will be borne by the Lessee.

1.8 Drains

- (1) The Lessor must keep and maintain the waste pipes, drains and conduits originating in the Premises or connected thereto in a clean, clear, and must the cost 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 due to 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.

2. Annual Meeting

- (1) The Lessee and Lessor will conduct an annual meeting on site at the premises for the purpose of confirming the ongoing suitability of the premises for its intended purpose, and to identify any possible future capital works expenditure required, and establish an agreed approach for this.

3. Signage

- (2) The Lessor authorises appropriate signage relevant to demonstrate the premises undertakes the business of the Lessee, subject to any signage being removed and the premises made good at the conclusion of the use of the Premises.

4. Resources

- (1) The Lessor authorises the transfer of all existing assets and resources located on the Premises on the commencement of the lease term for the use of the Lessee in carrying out its permitted purpose as defined in Schedule 1, Item 6.
- (2) A full inventory of assets and resources will be undertaken by the Lessee and provided to the Lessor prior to the commencement of the Lease.

5. Use by others

- (1) The Lessee may make the Premises available for use by other persons or organisations during such period or periods as may be agreed between the Lessee and such other person or organisation provided such use is consistent with the Permitted Purpose.
- (2) The Lessee shall be entitled to require such other person or organisation as shall utilise the Premises as aforesaid to pay to the Lessee a reasonable fee as agreed in consultation between the Lessee, Lessor and Groups listed in (3) to cover costs associated with the use of the Premises including the use of utilities and other consumables.
- (3) The Lessee shall make the premises available for the use of the following organisations for a minimum of 1 day per week, with the terms and conditions of use to be agreed between the Lessee and the groups specified below, and reflecting the Lessee maintains priority of access at all times:
 - a. Pingelly Play Group
 - b. Pingelly Aboriginal Play Group

EXECUTED by the parties

THE COMMON SEAL of SHIRE OF PINGELLY)
was hereunto affixed in the presence of:)
)

Chief Executive Officer

Date:

Shire President

Date:

CHAIRPERSON, REGIONAL EARLY EDUCATION AND DEVELOPMENT INC

Date:

14.5 Pingelly Youth Strategy 2021-25

File Reference:	ADM0323
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Community Development Officer
Disclosure of Interest:	Nil
Attachments:	Pingelly Youth Strategy 2021-25
Previous Reference:	13013 (Ordinary Council Meeting 16 June 2021)

Summary

Council is requested to endorse the final version of the Pingelly Youth Strategy 2021-25 following a period public comment.

Background

The Shire of Pingelly Strategic Community Plan ranks 'youth disengagement' as the most critical issue for Council to address within the next decade. In response, there was provision made during the 2020-21 financial year to develop a Pingelly Youth Strategy.

In late 2020, the Shire of Pingelly formed the Pingelly Youth Network, a steering group comprising of community partners and stakeholders to guide the planning and implementation of the consultation, analysis and delivery phases of the Strategy. The formation of the Pingelly Youth Network provided an informed starting point to clarify understanding into 'what we already know'.

Equipped with the knowledge of current trends and issues impacting local young people, the Shire conducted an engagement project with young people in Pingelly aged between 10 and 25 years old.

The attached document reports on the process of engagement and consultation that represents young people's perspective and expectations while living and growing up in Pingelly. The data collected was used to inform the development of the Strategy.

At the Ordinary Council Meeting in June 2021, Council endorsed the advertising of the Pingelly Youth Strategy 2021-25 for the purpose of seeking public comment for a minimum period of 14 days, with the final Strategy to be presented to Council to consider any submissions and amendments.

Comment

The Pingelly Youth Strategy 2021-25 was advertised for the purpose of seeking public comment for a period of 21 days and received no submissions.

Consultation

The consultation to inform the Pingelly Youth Strategy 2021-25 was delivered in two phases. Firstly, the Pingelly Youth Network (PYN) was established consisting of stakeholders already engaged in supporting young people in Pingelly, as well as interested members from the community. The purpose of the PYN was to function as a steering group during the planning and implementation phases of the Pingelly Youth Strategy 2021-25, as well as continue to meet quarterly during delivery to emerging issues and needs impacting local young people. The PYN were engaged to co-design the consultation approach to maximise the participation of young people in the process, as well as the identification of the focus areas to inform the scope of the Strategy.

The second piece of external consultation undertaken was the Future Starts With You'th consultation series which comprised of a three layered engagement approach to support maximum participation by the 10 – 25 years cohort, as well as remain fit for purpose to the needs of primary school students, high school students and young adults.

The Year 5 and 6 class at Pingelly Primary School participates in an interactive and engaging workshop featuring enlarged questionnaires which required the student to place a post-it note, sticker or emoji to respond to multiple choice questions and statements. This was followed by small group work delivered in a world-café format comprising of open-ended questions. Next, Pingelly students completing high school in Brookton or Narrogin were engaged in a pop-up consultation booth at the bus stop located in the Town Centre. Participation was incentivised with a complimentary Community BBQ and opportunity to win iTunes gift cards. The final piece was engaging young adults (up to 25 years) living in Pingelly in a hardcopy survey, through consultation in their employment with local businesses, membership of sporting clubs, or connected in-person with members of the Pingelly Youth Network. Participation was incentivised with the opportunity to win an iTunes gift card.

At the Ordinary Council Meeting in June 2021, Council endorsed the advertising of the Pingelly Youth Strategy 2021-25 for the purpose of seeking public comment for a minimum period of 14 days, with the final Strategy to be presented to Council to consider any submissions and amendments. The Pingelly Youth Strategy 2021-25 was advertised for the purpose of seeking public comment for a period of 21 days and received no submissions.

Statutory Environment

Nil

Policy Implications

The Council's Consultation and Communication Policy 4.8 relates and the engagement processes were utilised in developing consulting with young people and stakeholders.

Financial Implications

Servicing the actions contained within the Pingelly Youth Strategy 2021-25 will inevitably require resources and funding. The Shire of Pingelly's Draft Budget for 2021-22 makes a provision for \$2,000. Further budget provisions, yet to be quantified, may be required in subsequent budgets.

Strategic Implications

Goal 2	Community
Outcome 2.5	The young, older people and people with disability feel valued and have access to resources which provide opportunities for their development and enjoyment.
Strategy 2.5.2.2	Develop a Youth Strategy

Risk Implications

Risk	The primary risk to Council is ultimately not endorsing the Pingelly Youth Strategy 2021-25 which may lead to an uncoordinated approach to supporting young people and a mis-alignment to the community's expectations.
Risk Rating (Prior to Treatment or Control)	Medium (6)
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Nil

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Simple Majority

13043

Moved: Cr Hotham

Seconded: Cr Camilleri

Recommendation and Council Decision:

Council is requested to adopt the Pingelly Youth Strategy 2021-25

CARRIED 8/0

Cr Camilleri commended the Community Development Officer (CDO) for the amount of work that has gone into the Pingelly Youth Strategy 2021-2025 and requested that this be recorded.

Youth Strategy 2021-25



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Future Aspirations

This document can be made available in alternative formats on request.

Summary

The Pingelly Youth Strategy 2021-25 is the Shire of Pingelly's commitment to supporting young people in Pingelly. For the first time, a whole of community, structured framework has been developed to inform the Shire of Pingelly's involvement in youth services and ensure the needs of young people are formally considered in future planning.

Local Government has a leadership role in understanding and responding to the needs of young people in the community and representing their interests to other spheres of Government and the broader community. The priorities outlined in the Strategy will be used to inform the program of work undertaken by the Shire and local youth service providers.

The Shire values, supports and respects our young people, as well as recognises the important role young people fulfill within community life. The transition from childhood to adulthood is a significant period of change, so this Strategy formally acknowledge the rights of young people to participate in local matters and recognise the need to support their involvement in decision making and future planning for Pingelly.



A Vision for a Youth Friendly Community

The Department of Communities defines a Youth Friendly Community as one “where young people are treated with respect and where they feel safe, welcome and included. It is a community that encourages and recognises the participation and contributions of young people, supports youth development and provides youth-friendly services, facilities and programs”.

A Youth Friendly Community is guided by the following principles:

1. Local Government support
2. Partnerships in the community
3. Building relationships with young people
4. Diversity of young people
5. Ownership by young people
6. Holistic approach when consulting young people
7. Flexible approach to consulting young people
8. Fun and innovation
9. Evaluation and feedback
10. Views of young people embedded in community strategic planning

These principles link back to UNICEF’s “Child Friendly Cities” Framework (UNICEF, 2004).



Background

What can the Shire do for young people?

Planning

Work with service providers, community stakeholders and young people to support an integrated service at various levels of planning to identify and respond to service and facility gaps and opportunities.

Service Provision

Deliver services and programs directly to young people that focus on promoting positive participation in community life.

Facility Provision

Provision of hard infrastructure, in accordance with policy standards and requirements, to deliver services and programs to young people that focus on promoting positive participation in community life and provide prevention and early intervention services to improve young people's health and wellbeing.

Facilitation

Collaborate with all levels of government and service providers in the youth sector in coordinating services and developing partnerships to respond to identified gaps and opportunities by others.

Advocacy

Represent the needs and priority areas of concern that affect young people to all levels of government and within the service sector.

What can the Shire do for young people?

In 2019, consultation to inform the Shire's Strategic Community Plan 2020-30 indicated 'youth engagement' is the most critical challenging impeding Pingelly into the next decade. While the Shire has always had an ongoing commitment to young people, until now there has been no Strategy to guide this commitment. The Pingelly Youth Strategy 2021-25 provides strategic direction for the Shire to guide our involvement in servicing and supporting the needs of young people.

How will the Pingelly Youth Strategy make an impact?

Bound by the Integrated Planning and Reporting Framework, the Shire's service delivery to the community is guided by two key documents. Firstly, the Strategic Community Plan is a high-level document that reflects the long term (10+ year) community and local government aspirations and priorities. Secondly, the Corporate Business Plan activates the Strategic Community Plan by setting out the short to medium term actions to achieve the objectives and aspirations of the community within organisational capacity. Importantly, these Plans are informed by several other key strategy documents. The Pingelly Youth Strategy 2021-25 is one of these.

How was the Pingelly Youth Strategy developed?

The Shire of Pingelly formed the Pingelly Youth Network, a steering group comprising of community partners and stakeholders to guide the planning and implementation of the consultation, analysis and delivery phases of the Strategy. The formation of the Pingelly Youth Network provided an informed starting point to clarify understanding into 'what we already know'. Therefore, the consultation process was informed by asset-based community development (ABCD) principles, including:

Partnerships

With key community leaders
With government agencies
With service providers
With schools

Inclusion

A 'whole of community' focus with an emphasison increasing communitycontrol over decision making that impacts their lives

Sustainability

Integrated, multi-disciplinary approaches to increase the likelihood of ongoing success and resourcing of programs and services

Equipped with the knowledge of current trends and issues impacting local young people, the Shire consulted with members of the Pingelly Youth Network to co-design the focus areas for the Strategy, as well as the consultation processes to engage the 10 – 25 years cohort.

Consultation methods were designed to be interactive, stimulate discussion as well as consider Pingelly's literacy and numeracy levels. The Future Starts With You'th consultation series comprised of workshops, forum discussions, have your say boards, pop-up booths and surveys. Consultation was conducted in formal settings and in more youth friendly settings including Pingelly Primary School and the school bus stop within the Town Centre.



Focus Areas

Through consultation and research, the Pingelly Youth Network established four focus areas to inform the scope of the Pingelly Youth Strategy 2021-25. The focus areas were determined based on:

- What matters most to young people
- Activities considered core business of the Shire
- Issues identified as having the greatest need or requiring the most attention
- Areas where the Shire can make the biggest impact or has influence

The key priorities for young people living in Pingelly are:

Participation

Health and Wellbeing

Safety

Future Aspirations



Participation

Vision

Young people have a say about the issues that affect them and are empowered to make a meaningful contribution to decision making and future planning in their community.

Context

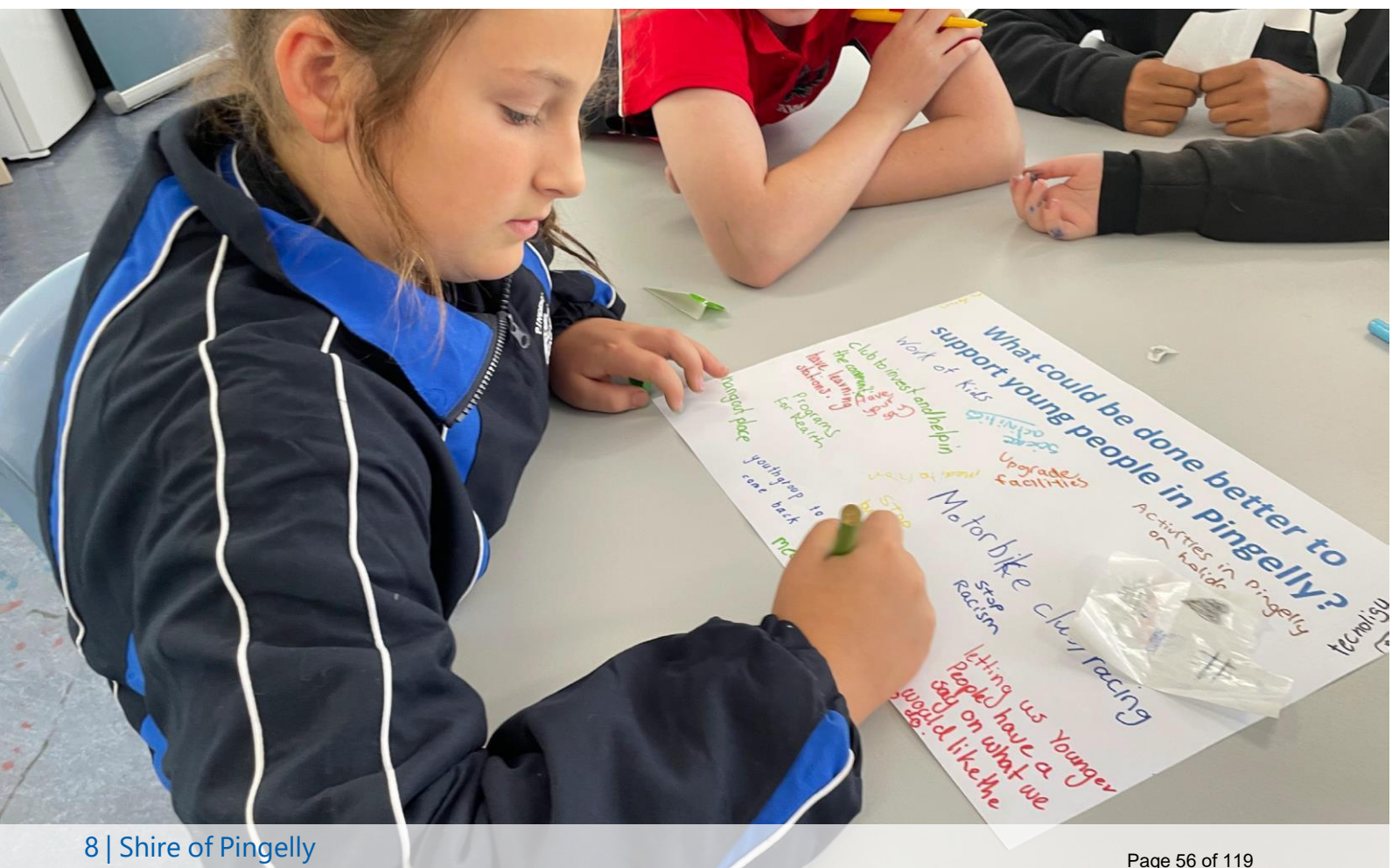
Young people tell us it is important for them to feel represented by the local government and be included in decision-making that affects them.

Local Government has a responsibility to understand and respond to the needs of young people in the community. Young people have an important role to play in the social, economic and community life in Pingelly and they have the right to participate in decision making around issues that affect them.

Engagement with young people must be meaningful and genuinely considered in the decision-making process. Token gestures can damage young people's trust in the organisation or project.

Of young people living in Pingelly:

- 33% feel their ideas are heard
- 35% feel they are involved in making decisions about the community
- 38% feel their ideas help the works of others in the community
- 54% feel there are events for young people
- 63% know where to find information about things happening in Pingelly
- 64% feel involved in the community
- 77% can access activities
- 80% feel welcome at activities



Actions	Lead Agency	Estimated Cost	Timeline
1.1 Integrate strategies to genuinely engage young people in all relevant community engagement and consultation conducted by the Shire of Pingelly.	Shire of Pingelly	Nil	2021
1.2 Establish a Youth Advisory Group for the Shire of Pingelly with membership representing the cultural, social and economic diversity of Pingelly youth.	Shire of Pingelly	\$1,500	2022
1.3 Implement actions from the Youth Advisory Group	Shire of Pingelly	\$1,500	2023 and then annually
1.4 Establish a biannual Youth Forum to coincide with the Strategic Community plan Review and provide young people with a platform to raise local issues.	Shire of Pingelly	\$1,000	2023 and 2025
1.5 Develop a broader awareness of key events and activities for young people.	Shire of Pingelly	Nil	All years
1.6 In partnership with the volunteer sector increase awareness of volunteering opportunities.	Shire of Pingelly	Nil	All years
1.7 Increase profile of the Community Bus for youth service providers.	Shire of Pingelly	Nil	All years



Health and Wellbeing

Vision

Young people have access to the information, support and services they need to be happy, healthy and well and are empowered to make positive informed choices about their health and wellbeing.

Context

Health and wellbeing are integral to long term positive outcomes for young people. Supporting the health and wellbeing of young people takes a whole of community approach with integrated service delivery and coordinated service provision.

Health and wellbeing incorporates a range of factors including physical health, mental health, sexual health, social and emotional wellbeing, family environment and tobacco, alcohol and other drugs. While some of these issues fall outside of Local Government's direct role or expertise, the Shire can advocate for these services and will actively support agencies who are delivering these services.

Sport, recreation, the arts and music opportunities are high priorities for young people, as they indicate they need 'more things to do'. Young people need access to a range of physical, cultural and creative activities to keep them engaged and stimulated, while also providing ideal platforms for positive health and wellbeing messaging.

It is important for young people to have access to safe, youth friendly spaces where they feel welcome and belong.

Of young people living in Pingelly:

- 93% consider sport important
- 86% say there are opportunities to stay fit and engage in physical activity
- 65% consider the arts important
- 48% say there are opportunities to participate in the arts
- 69% consider music important
- 43% say there are opportunities to participate in music
- 75% know who they can speak with when feeling stressed, overwhelmed or sad



Actions	Lead Agency	Estimated Cost	Timeline
2.1 Establish partnerships with key health providers and youth services to support the delivery of education and awareness programs that promote key health messages.	Shire of Pingelly Pingelly Youth Network	Nil	All years
2.2 Support agencies providing family support, mental health alcohol and other drug services.	Shire of Pingelly	Nil	All years
2.3 Provide passive recreation opportunities for young people encompassing the arts and/or music.	Shire of Pingelly	\$1,000	2022 and then annually
2.4 Continue building the capacity of local sporting clubs and community groups to deliver youth activities.	Shire of Pingelly	Nil	All years
2.5 Identify funding opportunities to upgrade the Pingelly Skate Park to meet local expectations.	Shire of Pingelly	Nil	2022
	Shire of Pingelly	Nil	All years
2.6 Support the Pingelly Recreation and Cultural Centre adopt a welcoming and engaging environment for young people.	Shire of Pingelly	Nil	All years
2.7 Engage the not for profit sector to consider facilitating holiday programs in Pingelly.			



Safety

Vision

Young people feel safe in their community and at home, and have the skills and knowledge to make good choices about their personal safety. The Pingelly community feels safe, and property and the environment are respected.

Context

Safety encompasses a wide range of situations and concerns including personal safety, crime, antisocial behaviour, safe environments, cyber safety, bullying and risk-taking behaviours.

Issues around safety can be considered as both actual experience as well as perceptions individuals have of their situation or community. Sometimes, perceived danger or threat can be worse than reality.

Racism, bullying and strangers have been identified as key concerns for young people in Pingelly. Young people are concerned for their own safety and wellbeing and have a strong awareness of social issues and desire to influence change for the benefit of the community. Young people are also concerned that the actions of a few young offenders create a negative stereotype for Pingelly young people as a whole.



Actions	Lead Agency	Estimated Cost	Timeline
3.1 Promote events and activities that have a focus on young people, or with a strong youth patronage, as alcohol and tobacco free.	Shire of Pingelly	Nil	2021
3.2 Be a leader in promoting cultural sensitivity and awareness within the broader community.	Shire of Pingelly	Nil	All years
3.3 Disseminate safety education resources to young people.	Shire of Pingelly Pingelly Youth Network	Nil	All years
3.4 Connect local residents with Safety House WA Inc.	Shire of Pingelly	Nil	2022
3.5 Develop a Community Safety Plan.	Shire of Pingelly	Nil	2024
3.6 Raise the profile of young people within local media.	Shire of Pingelly	Nil	All years



Future Aspirations

Vision

Young people in Pingelly have access to a range of quality, flexible education and training opportunities, as well as employment pathways which engage and support them to secure lasting employment and develop the appropriate life skills to enhance their future. While completing high school in neighbouring communities, young people remain connected to their hometown.

Context

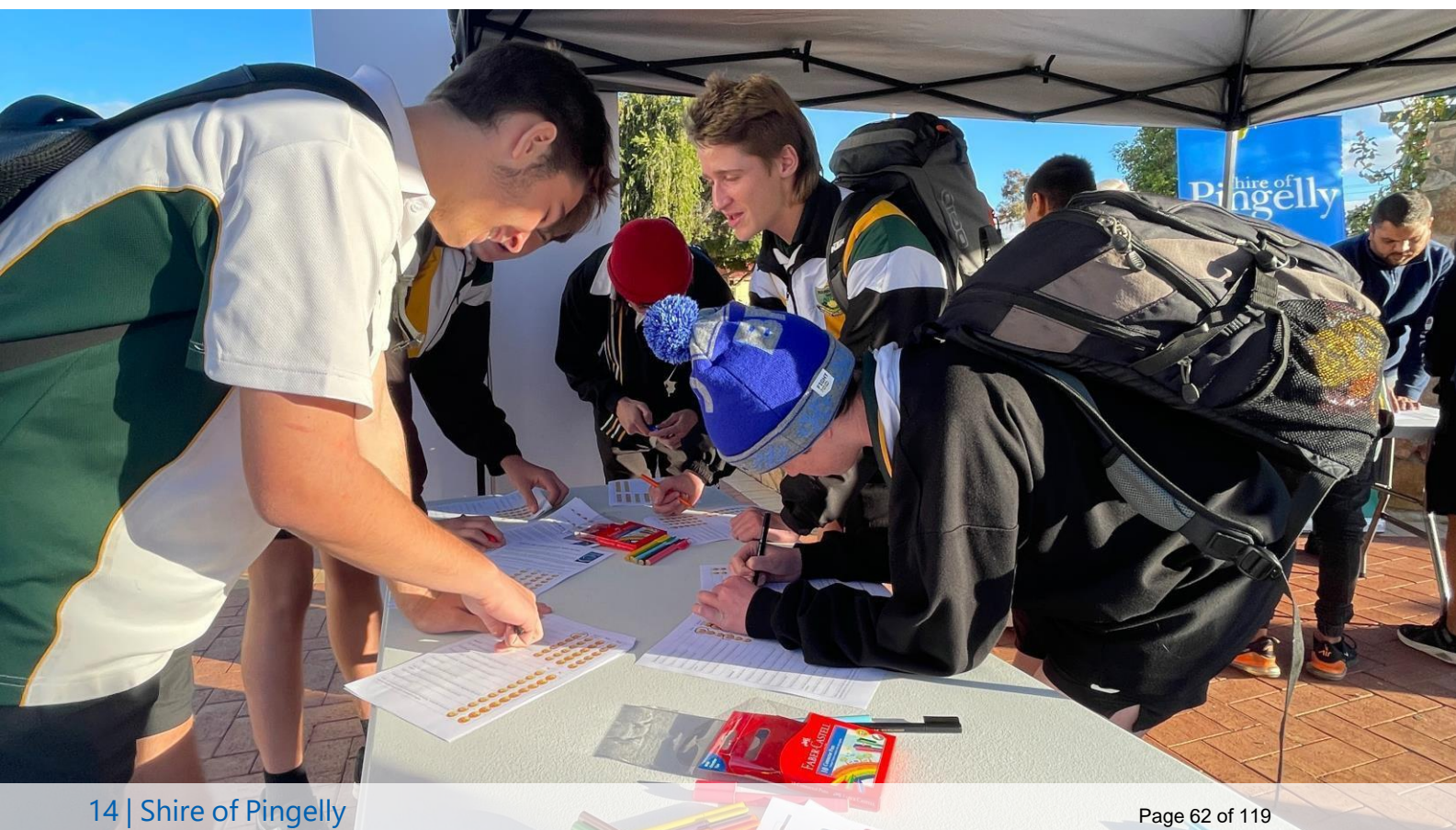
Many young people are not able to access education and employment opportunities close to home and need to leave the region to pursue them. There is a notable decrease in young people's confidence when comparing their desire to remain in Pingelly and the practicality of doing so.

Education and training underpins a wide range of opportunities for young people, however, there is a need to ensure that education and training programs align directly with real job opportunities, and employment pathways are available to young people in Pingelly.

A key concern for young people is remaining connected to Pingelly and maintaining friendships while completing high school in neighbouring communities. Support in the areas of events and entertainment are required in order for young people to remain engaged.

Of young people living in Pingelly:

- 63% have had opportunities to work with older people or Elders
- 72% interact with older people or Elders who aren't family
- 84% have goals for the future
- 82% would like to remain connected to Pingelly while completing high school in another community
- 61% would like to remain living in Pingelly after completing school
- 43% are confident they will have the opportunity to remain in Pingelly after completing school



Actions	Lead Agency	Estimated Cost	Timeline
4.1 Provide work experience and employment opportunities for young people within the Shire of Pingelly.	Shire of Pingelly	Nil	All years
4.2 Establish partnerships with schools, education providers and employers to maximise opportunities for young people to pursue study and find employment in Pingelly.	Shire of Pingelly	Nil	2023
4.3 Support intergenerational opportunities during Senior's Week, subject to funding.	Shire of Pingelly	Nil	All years
4.4 Facilitate, support and promote events and activities involving young people.	Shire of Pingelly	\$2,000	2022
4.5 Provide advice and support to event organisers in Pingelly to encourage them to involve or consider young people in their events.	Shire of Pingelly	Nil	All years





14.6 Lease Expressions of Interest - Old Courthouse

File Reference:	ADM0034
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Community Development Officer
Disclosure of Interest:	Nil
Attachments:	ICR215590 and ICR215596
Previous Reference:	13012 (Ordinary Council Meeting 16 June 2021)

Summary

Council is requested to consider the Expressions of Interests received to lease the Old Courthouse and appoint a successful applicant.

Background

At the Ordinary Council Meeting in June 2021, Council endorsed the Administration to call for Expressions of Interest for the lease of the Pingelly Old Court House at 15 Parade Street Pingelly, in accordance with the attached Expression of Interest documentation. Council also requested the Administration to advertise the Expression of Interest in media platforms that are widespread and likely to attract applications from the Arts, Culture, Hospitality and Tourism sectors, including local and metropolitan, both print and electronic media. This direction was set with the view to consider operators committed to the growth and progression of Pingelly's social and economic development, and who will provide an addition to the visitor experience, while remaining sensitive to the architectural, historical and social importance of the building.

At its June 2020 Ordinary Meeting, Council agreed to proceed with the Memorial Park Redevelopment as a part of the Drought Communities Programme funding. This project is expected to contribute positively to the Pingelly economy. The Old Courthouse is situated within the Memorial Park precinct. Previously it had been utilised by the Museum Group, with the opportunity to now transform the building into a use that will add value to the experience of local residents and visitors patronising Memorial Park. The Museum Group have been involved with the Town Hall Reference Group and have vacated the Old Courthouse in favour of a holistic tourism-based display at the Town Hall.

At this present time with the pending completion of the redevelopment of Memorial Park, and the Museum Group now moved to the Town Hall, the Old Courthouse is now vacant and available for lease. The leasable area includes the entirety of the building. It was expected that by sourcing a commercial tenant for the building, local community benefits may include job creation, increased visitation to the town centre and economic growth.

The key elements of the Expression of Interest included:

- The Shire is specifically seeking EOI's from those in the arts, culture, tourism or hospitality industries which can deliver an outcome within the Old Courthouse building, that is complementary to the Memorial Park Precinct re-development and aligns with the Shire's vision of increasing tourism visitation and experiences.
- In order to obtain a tenant that is highly advantageous to the area, the Shire of Pingelly is offering the tenancy for the initial 3 years, at the cost of outgoings only. Outgoings (Shire rates, water rates, Emergency Services Levy, building insurance) are anticipated to be approximately \$265 per month.
- It is envisaged that the fixtures within the main courtroom would be predominantly retained.
- Responses to the Expression of Interest are to include:
 - Summary of use
 - Extent to which the use will benefit tourism
 - Extent to which the use will activate the site
 - Extent to which the use will be complementary to the Memorial Park redevelopment
 - Detail of hours and days of operation that the proposal would typically involve

- How many staff (or volunteers) would perform activities as a part of the proposal
- Experience in the proposed activity
- Preferred timeframe for accessing the building and commencing operations
- Proposed length of lease
- Detail of any changes proposed to the building

An Expression of Interest prospectus had been developed with a draft version provided to Council at its June 2021 Ordinary Meeting. When advertising commenced the textual content remained the same, however the images were updated to reflect the current works to the building.

The approximate timing for this process was:

- Advertising commences from Monday 28 June 2021 with Site Inspection Dates available by appointment
- Expressions of Interest closed on 26 July 2021
- Assessment process concludes with Council's Ordinary Council Meeting in August 2021.

Comment

Two applications were received during the Expression of Interest period. Applications have been reviewed by the Community Development Officer, and the following recommendations align with the assessment criteria.

A summary of the applications is as follows.

Applicant	Use
Caris Cunningham	Coffee Shop/Gourmet Cafe

Assessment Criteria	Officer Comment	Score
<p>Detailed proposal including:</p> <ul style="list-style-type: none"> • Summary of use 	<p>The proposal entails activating the Old Courthouse as a combined joint coffee shop/gourmet cafe, local produce retailer and historical point of interest. It is proposed all food would be prepared off-site and sold within the Old Courthouse, while retail items will be sourced from local producers.</p>	3/5
<ul style="list-style-type: none"> • Extent to which the use will benefit tourism 	<p>The applicant acknowledges the Memorial Park redevelopment as the attraction for visitors, whereas the Old Courthouse use would complement the visitor experience by providing hospitality on-site.</p>	
<ul style="list-style-type: none"> • Extent to which the use will activate the site 	<p>No response within the submission.</p>	
<ul style="list-style-type: none"> • Extent to which the use will be complementary to the Memorial Park re-development 	<p>The applicant mentions the advantages in considering the practical needs of parents with children in establishing a must-visit</p>	

	destination. At present, families with young children need to cross Parade Street (Great Southern Highway) to purchase food and beverages.	
Acknowledgement of the requirement to meet the outgoings	<p>The applicant mentions within the submission they haven't prepared a business plan and would require further conversation with the Shire Administration to go ahead, as they have not conducted the full extent of their research. This lacks synergy with Council's desire to enable a project-ready concept to activate the Old Courthouse in alignment with the opening of the Memorial Park redevelopment. An inspection of the Old Courthouse wasn't taken up by the applicant.</p> <p>A budget has not been provided, however the applicant extends their appreciation to paying the cost of outgoings only.</p>	2/5
Detail of hours and days of operation that the proposal would typically involve	The applicant is suggesting a 5-6 week operation with guaranteed opening times on Friday, Saturday and Sunday, as well as partial closure during the week which is considered off-peak use of Memorial Park. Given the concept hasn't been extensively researched at the time of the submission, it can be expected this response is subject to change.	3/5
How many staff (or volunteers) would perform activities as a part of the proposal	The applicant intends to hire one employee to staff the 5-6 day operation. Given the concept hasn't been extensively researched at the time of the submission, it can be expected this response is subject to change.	3/5
Experience in the proposed activity	The applicant has demonstrated professional history in small business management in the photography and physiotherapy sectors, as well as work experience as a barista. No direct experience in managing a hospitality business was mentioned within the submission. However, the applicant mentions their connection to a previous owner of a successful hospitality business in Perth who could provide input into the menu, as well as two current business owners in Kulin servicing the tourism sector.	2/5

Preferred timeframe for accessing the building and commencing operations	No timeframe for commencing operation is provided within the submission.	0/5
Proposed length of lease	The applicant is satisfied with a lease containing a three-year term.	4/5
Detail of any changes proposed to the building	<p>The applicant expresses desire to develop the western side of the Old Courthouse with an alfresco area to complement the junior playground behind the building. This isn't possible, as the junior playground fencing backs onto the footpath surrounding the Old Courthouse.</p> <p>The applicant prefers for the porch entry to be redeveloped to facilitate an attractive entrance, however this poses risk to the historical integrity of the building.</p>	2/5

Applicant	Use
Marcia Devenney	Pingelly Courthouse Cinema

Assessment Criteria	Officer Comment	Score
<p>Detailed proposal including:</p> <ul style="list-style-type: none"> Summary of use Extent to which the use will benefit tourism Extent to which the use will activate the site 	<p>The proposal entails activating the Old Courthouse as a cinema to enhance local entertainment options, as well as provide secondary uses for conferences, meetings or group activities.</p> <p>The applicant refers to their proposal supporting the Shire's Tourism Strategy 2020-24. Product and Experience Development is a focus area of the Shire's Tourism Strategy 2020-24 to increase the number of options to facilitate a daytrip or weekend itinerary in Pingelly. The applicant draws mention to the cinema in Wagin as an example and its capacity to attract visitors from within the region which could benefit Pingelly in a similar in way.</p> <p>The applicant references the opportunity for the Pingelly Courthouse Cinema to work in with the operations of existing businesses, as well as the potential to</p>	4/5

<ul style="list-style-type: none"> Extent to which the use will be complementary to the Memorial Park re-development 	<p>increase the length of time spent in the Town Centre with activation outside of traditional business hours.</p> <p>The applicant acknowledges the value in retaining and working within the existing character and charm of the space. The Administration acknowledges the potential for an overlap in target audience between the additional play spaces within Memorial Park and sessions at the cinema to extend the length of engagement with young people within the Town Centre.</p>	
<p>Acknowledgement of the requirement to meet the outgoings</p>	<p>The applicant acknowledges their financial capacity to service the outgoings, however a budget has not been provided to elaborate on this. The applicant proposes to establish the operation as a not-for-profit organisation that is self-sustaining, as opposed to a 'for-profit' business structure.</p>	<p>2/5</p>
<p>Detail of hours and days of operation that the proposal would typically involve</p>	<p>The applicant initially proposes a fortnightly frequency consisting of every second weekend whereby four screenings occur on Friday evening, Saturday afternoon and evening, as well as Sunday evening. Should demand arise the applicant has capacity to increase this to a weekly frequency. The applicant notes the potential of opportunities for screenings on an ad hoc basis to align with themes (e.g. Halloween) or a private birthday party or group will also be implemented.</p> <p>The standard session times will be 3pm and 6.15pm. Bookings will be administrated from a website or app to track demand and modify as necessary.</p>	<p>4/5</p>
<p>How many staff (or volunteers) would perform activities as a part of the proposal</p>	<p>The applicant intends to engage a minimum of two young people in a paid capacity to provide customer service, ushering, administration and basic food preparation. This supports Council's intention to generate economic development and employment opportunities for young people.</p>	<p>4/5</p>

Experience in the proposed activity	The applicant has demonstrated professional history in the agricultural hospitality and corporate sectors with transferrable skills from IT, business development and marketing. No direct experience in managing a cinema was mentioned within the submission.	3/5
Preferred timeframe for accessing the building and commencing operations	The applicant proposed a turnaround time of six weeks from signing the lease to opening to the public with the first screening. This aligns with Administration's view to activate the Old Courthouse in a timely manner that complements the opening of Memorial Park redevelopment.	4/5
Proposed length of lease	The applicant didn't provide this information within the submission, however the Expression of Interest prospectus referred to a minimum of a three-year term.	2/5
Detail of any changes proposed to the building	The applicant is requesting to install LED lights in the porch (within the veranda of the main entry) as well as above the side entry. These modifications are minor and protect the structural integrity of the building.	4/5

Consultation

The Expression of Interest process undertaken included public notification in local newspapers including the Pingelly Times and Fremantle Gazette, on the Shire of Pingelly's website within the Projects and Initiatives section, as well as the Shire of Pingelly's Facebook page in which the post was viewed by 1,478 people, for a period of four weeks.

Statutory Environment

Under Section 3.58 of the Local Government Act 1995 (the Act), a disposition of land includes leasing of local government property. If a local government does not dispose of property via a public auction or the public tender method, the proposal must be advertised for public comment – unless the proposal is an 'exempt' disposition.

A disposition of property is exempt from Section 3.58 under Regulation 30, Part 6 Miscellaneous Provisions of the Local Government (Functions and General) Regulations 1996 if the land is to be used for charitable, benevolent, religious, cultural, educational, recreational, sporting or other like purposes.

Policy Implications

4.8 Consultation and Communication states the requirement for consultation to take place for a minimum period of two weeks.

Financial Implications

The successful leasing of the facility will have a minor positive impact on the Shire, as currently, water rates, utilities and insurance are the responsibility of the Shire. This positive impact is estimated to be \$3,000 per year.

Strategic Implications

Goal 1	Economy
Outcome 1.1	The Shire experiences significant new business growth and employment and is known widely as an innovative and collaborative community which is attracting new population and investment.
Strategy 1.1.4	Support business and community tourism promotion initiatives.

Risk Implications

Risk	Endorsing a tenant without sufficient business experience and / or relevance to the site may resulted in additional periods of the facility being vacant. Existing businesses may resent additional / similar businesses entering into the market.
Risk Rating (Prior to Treatment or Control)	Medium (6)
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Further Council decisions following the EOI process will enable consideration of the risks that arise from specific proposals.

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Simple Majority

13044 Moved: Cr McBurney

Seconded: Cr Hotham

Recommendation:

That Council authorises the Administration:

1. to formally respond in writing to decline Caris Cunningham's proposal for a Coffee Shop/Gourmet Café
2. to formally respond in writing to Marcia Devenney to confirm the Pingelly Courthouse Cinema is the preferred expression of interest, subject to satisfactory negotiations with the Chef Executive Officer and signing a Lease Agreement aligning to the criteria stated within the Expression of Interest Prospectus.
3. to draft a Lease Agreement for the Old Courthouse based on the requirements contained within the Expression of Interest Prospectus and specific requirements of the cinema operation contained within the applicant's submission, with the final Lease Agreement being referred back to Council for consideration

Lost 7/1

13045 Moved Cr Freebairn

Seconded Cr Camilleri

That Item 14.6 Lease Expressions of Interest – Old Courthouse lay on the table and be re-advertised at a later date.

CARRIED 7/1

EXPRESSION OF INTEREST
Lease Opportunity Old Courthouse

Shire of Pingelly
17 Queen Street
Pingelly WA 6308

25/07/2021

Caris Cunningham
PO Box 30
Pingelly WA 6308
caris.madden@live.com.au

To Whom It May Concern:

I was excited to see recently that the Shire of Pingelly was seeking Expressions of Interest for a tenancy opportunity within the Old Courthouse. I had the privilege of sitting on the Memorial Park Reference Group and I was excited about future prospects for the use of this beautiful building. My name is Caris Cunningham and I am a resident and mother to young children in Pingelly. I have previously owned and operated two small businesses. My husband and his family also own and operate a farming business within the Shire. I am familiar with business start-up and management and would like to propose a business opportunity that I feel is in line with the towns needs.

I do apologise that I do not have a comprehensive business plan at this time as I have not had the time to fully research this business opportunity. However I am committed to working with you to develop this plan further if you believe it is beneficial to the community.

SUMMARY OF USE:

I propose that the building be used as a joint coffee shop/gourmet cafe, local produce retailer and historical point of interest. I would like to see the building be kept in as much of its existing state as possible. The business within the building would provide customers with coffee and some limited gourmet food (all food would be prepared at a different location and only sold within the courthouse). The courthouse could potentially boast local produce including but not limited to Photography (for example Natalie Atkins Landscape Photography- Brookton), children's clothes/ hats and gifts (for example clothing from Dusty Boots and Curls operated by Kristy Robertson), local produce/condiments and jewellery (for example Alahva Design by Katie Clark). These are only some of our local talents and I would dedicate much time to curating the finest of Pingelly. I have also made contact with Kristy Jetta as I would love to see an opportunity for the sale of Noongar art and produce. The products within the building would be of high quality and the cafe would be as chic and contemporary in design as possible.

BENEFIT TO TOURISM:

There is no doubt that the Memorial Park Redevelopment will make more people stop in Pingelly. But there are plenty of tourists who will continue through town on their way to the next "big" thing. We need to increase our likelihood of getting people to stop in town. I believe the key to that is offering as much as we can in one easy location. If we can offer new toilets, open space, all-ages play areas, gourmet coffee and food, a beautiful building full of history and a place to buy local produce then I believe that will increase our chances of getting people to stop their cars.

As with many other rural towns, some of Pingelly's major tourism points are outside of town. I believe not enough people know about them yet and not enough people have been inspired to visit them. I believe the first step in making a change is to get more people to stop their car in town. I also believe that a coffee shop with locally made goods within our redeveloped Memorial Park will increase that rate. Once inside the building customers will see beautiful Photographs of tourism sites within Pingelly and will be able to talk to a local about what Pingelly has to offer. Once they have been inspired, they can be directed across to the street to the Information Centre or to any of the other services our town offers. The aim is for this business to be a gateway to our other tourism attractions, all while supporting the growth of multiple local small businesses.

COMPLEMENTING MEMORIAL PARK

During our concept plan meetings for Memorial Park it was obvious that a small cafe would complement use of the Memorial Park. Particularly for our young families who will be utilising the toddler playground. However given that Pingelly already has a cafe and other coffee vendors it is important that this business does not negatively impact on them. As a young mum and traveller I understand the needs and desires of other young families and tourists. Our locals want a little piece of luxury right here in town. Somewhere that gives us a taste of holidays in Denmark or Dunsborough or Perth for example. Being able to eat, drink and watch your children play without having to cross roads is also a huge attraction for our local families. This business is not just suited to young families though, our ageing population will also benefit, including those who may be unable to travel out of town. Here everyone will have a little taste of luxury right on their doorstep.

FINANCE

I am currently in a financial situation to start this business in Pingelly, however much further discussion and liaison with the Shire would need to take place in order for this business to go ahead. I would be interested in looking at some type of development on the west side of the building to complement use of the toddler playground eg an alfresco area. I would also like to discuss whether the porch could be slightly redeveloped in order to make the entrance more attractive and inviting to customers. I appreciate the effort that the Shire has gone to in order to obtain a tenant that is advantageous to the area, by offering the lease for the cost of outgoings only.

BUSINESS OPERATION

I propose that the business would need to open 5-6 days of the week including all day Friday, Saturday and some of Sunday. I imagine it will be closed for periods during the week, for example some afternoons, to ensure maximum business profitability and sustainability. Staffing costs will be the biggest ongoing running cost of this business as I do plan on employing a suitable local/s who will be capable of running a shop as well as someone who is enthusiastic and has knowledge regarding our tourism sites (eg Boyagin rock, Tutanning reserve, Pumphreys bridge, Old Mourumbine etc). The shop would be staffed by a single employee most of the time.

A 3 year lease is very attractive to this business and would be preferable, especially if some work is to be done to the building i.e. alfresco area on the west side.

EXPERIENCE IN THE PROPOSED ACTIVITY

While I do not have experience in owning a cafe or store, I did work as a Barista while obtaining my Bachelor of Science in Physiotherapy. I also have some experience within the retail industry. I have owned and operated two small businesses, the first being a Photography business where I provided Family & Wedding Photography services. The second being a Physiotherapy business (Pingelly Brookton Physiotherapy) which I temporarily closed a year ago due to the birth of our youngest daughter.

I am also in a position to have access to guidance and information from a former successful cafe owner in Perth. They will be able to assist me when making decisions regarding the best choice of gourmet food and coffee.

I will also have the guidance of two business owners in Kulin (Acres of Taste and The Flower Farmacy). Both of these businesses were started by young local families and have become “go to” tourist stops in Kulin, catering for the needs of travellers and locals of all ages. But most of all I plan on talking with the people in our community to find out what they believe is needed, and to showcase the goods and services of our local people.

CONCLUSION

Thank-you again for considering my business idea. I am so excited to watch the redevelopment of Memorial Park and appreciate all the effort the Shire is going to in order to make our town better for locals and tourists.

Kind regards,

Caris Cunningham

PINGELLY COURTHOUSE EOI – PROPOSED USE AS A DIGITAL CINEMA

“THE PINGELLY COURTHOUSE CINEMA”

26 July 2021

OVERVIEW

1. Project Background and Description

i The Shire of Pingelly put forward an EOI in May 2021 to interested parties to take up the lease of the existing Pingelly Courthouse. The lease period is nominally for three years and is to ensure the use fits within the current Tourism Policy and draft Youth Strategy of the Shire.

2. High-Level Requirements

i The Shire has requested the following be included or addressed in the EOI.

This EOI will address the Shires requirements including the following

- *Summary of use*

It is proposed to use the Courthouse as a cinema and alternate use for conferences, meetings or group activities.

This exciting and interactive use of the building will enhance the towns entertainment options as well as encourage community involvement, provide employment and help deliver on the Tourist Strategy for the Shire.

- *Extent to which the use will benefit tourism*

The addition of a cinema within the town of Pingelly will provide a new and alternate form of entertainment for residents, visitors, tourists and people in the surrounding areas. The success of another regional town, Wagin, and its cinema more recently has shown the appetite for movie going remains within the community. Offering a regular cinema experience in a unique and historic site will be very attractive for locals and visitors alike. Similar initiatives in Broome (Sun Cinema) and Albany have proved the popularity of a movie “night out” for families, residents and visitors. A regular program of movies well advertised and marketed will potentially encourage tourists to stay an extra night in Pingelly or include Pingelly in the travel itinerary.

- *Extent to which the use will activate the site*

At present the building is not in use and sits alongside the excellent new Memorial Park development. The building is situated on the main street and the addition of a cinema will attract attention from residents and tourists. Patrons who come to the cinema will also then be exposed to the stores, hotels and other facilities within the main town site of Pingelly. Depending on the time of the sessions, families and visitors may have dinner or do shopping, use other services in the CRC or Shire. The Pingelly Courthouse Cinema will become a destination and will encourage people to spend more time or money within the town.

- *Extent to which the use will be complementary to the Memorial Park re-development*

The building is very attractive and has been maintained well. It is not proposed to alter or change the building but to retain the character and charm of the existing site. As a cinema it will be interesting to people and they will then see the extent of the Park and the other amenities it offers.

- *Acknowledgement of the requirement to meet the outgoings*

The operator of the cinema is able to meet the financial requirements of the outgoings as well as all other costs that may be associated with the lease.

The operator will be able to fund all marketing, communications, site works and ongoing maintenance required by the Shire. Waste recovery costs, electricity and water costs can all be covered by the operator.

- *Detail of hours and days of operation that the proposal would typically involve*

It is proposed to run the cinema in the first instance on a fortnightly basis with screenings on a Friday night, Saturday Matinee, Saturday night and Sunday night. If the cinema is well received and patrons ask for more options, weekly sessions could be included.

Evening sessions will commence 6.15pm and typically run to around 9pm. Matinee sessions will run from approximately 3pm and finish around 5.30pm.

Ad-hoc screenings may be as part of a theme week or for a private party or group. There is also option to have a summer cinema season with the Courthouse and the Park being utilised for both outdoor and indoor movie experiences.

Bookings will be made via an app or a website, and these will include options for single tickets, family or group tickets. People will also be able to pre-order popcorn, water, coffee or tea as a basic food and beverage offering.

With the installation of the digital screen and sound system, the venue will also lend itself for use as conference room, meeting room or for group activities.

- *How many staff (or volunteers) would perform activities as a part of the proposal*

It is planned that there will be at least two people working each session. Staff will be engaged and trained, managed and remunerated under the relevant WA employment award. This will provide an opportunity for young people to have employment and learn the skills of customer service, technical use of the equipment, managing bookings, using the booking app and website, contributing to the marketing of the cinema via social media and ensuring the comfort of patrons and visitors. Alongside the day-to-day activities with each session, young people who are employed will learn time management, presentation skills and the how to work with a range of different people, ages and backgrounds.

It is planned to have a popcorn machine and a coffee machine installed in the rear room, so guests can order refreshments when booking a ticket. Staff will also learn some basic food and beverage service skills as well as cleaning and preparing the venue ready for the next session.

- *Experience in the proposed activity*

The operator has previously owned and run restaurants and has an extensive corporate background in IT, business development and marketing. The operator currently works for an agricultural business servicing the WA farming regions.

Biography - Marcia Devenney

Address – 336 Padbury Ave Herne Hill WA

I was raised in Kukerin on the family farm and attended boarding school in Perth in the 1980s. I studied at UWA and achieved a double major English and History, Post Graduate Diploma in Education, Post Graduate Degree in Marketing and completed my Honours in History.

I travelled extensively around Australia, working for IBMGSA and Western Mining in Adelaide as IT Quality Assurance Manager, then took a role at Alactel Australia in Sydney. This role was in Senior Engineering QA and IT Management and I managed 200 engineers in the division, building network management software for Telstra and Optus. Later in my IT career I moved to a Private Equity business in Melbourne and was the senior Business Development Manager for Asia Pacific and US.

Some years later I started a series of restaurants in the Yarra Valley area of Victoria while maintaining my corporate career.

My husband was in the military and in 2005 we found ourselves stationed in Cyprus, followed by Germany and the UK. During that time I worked as civilian for the British MOD, running two English language magazines and editing press releases for military publications.

On my return to Australia I moved into agricultural sales working for international companies such as Virbac, Allflex, TruTest and Zagro. This allows me to follow my passion for agriculture and improving practices in our industry.

- *Preferred timeframe for accessing the building and commencing operations*

It is proposed to take six weeks to install the equipment and other items from date of lease commencing to the first screening.

The main consideration will be access into the roof space for electrician to run the cable from the screen to the projector unit, plus upgrading the electrical board if required.

Some addition of LED lighting in the entry points will be required to ensure safe access for people (currently there is no outside lighting in the main entrance point.)

- *Proposed length of lease*

The Shire has nominated three years as a sensible lease duration. The Operator would like the lease for an initial two year period with an option for the third year negotiated three months from the end of the for 48 month period.

- *Detail of any changes proposed to the building*

It is proposed to have the following additions made without impacting in any significant manner the fabric of the building or altering the appearance, fittings and layout.

Entry points – Lighting will be required for safety. LED lights will be installed in the porch in the main entry point and above the side entry.

Disabled access – Two ramps will be fabricated under the current guidelines and be made in such a way that they can be removed at any time, either bolted to the concrete pavement or pinned. Advice from the Shire Engineering department will be sought on the appropriate materials, fabrication and fixing of the ramps.

Sound damping and acoustics – It is proposed that a suitable commercial loose lay carpet will be fitted over the existing timbers floors to help with sound damping and to provide comfort to patrons and visitors. This can be removed at any time and will protect the floors from wear and tear.

It is proposed that commercial plain curtains will be fitted to the existing rods in the windows for light management as well as sound damping. Fabric screens will be hung from the picture rails around the main room, to also dampen the sound and improve the acoustics. These screens will be portable and not fixed permanently to any wall.

Screen and projector installation – depending on the structure of the roof trusses above the ceiling it may be necessary to strengthen the beams. Advice will be sought from the Shire Engineer on this matter.

The screen weighs approximately 40 kg and is custom made for the space. It will be necessary to penetrate the ceiling to fix the screen or into the wall, again depending on the structure of the roof and ceiling system. Any holes and fittings will be remedied to the satisfaction of the Shire at the conclusion of the lease and this will form part of the agreement.

The projector can be fitted also to the rear wall of the space in a similar fashion or can be mounted on a free standing support. It is better for stability for the projector to be mounted to the wall however if this is not feasible it can be used adequately using the stand.

Sound system – the sound system will be free standing, Bluetooth and Wireless enables and will not require fixing to any surface.

Internal lighting – it would be excellent to upgrade the internal lighting to include LED ceiling dimmable down lights, this will add to the ambience of the experience for patrons. The operator will take advice from the Shire Engineer and Council if upgrading the lighting is acceptable.

Exterior signage – A suitable sign and light box will be installed to advertise the upcoming movies and events.

3. Marketing

Marketing Plan

Marketing the cinema will take place across several platforms.

Website – A website will be created for the Pingelly Courthouse Cinema and will be one avenue for people to find out about the cinema, find session times, book tickets or hire the venue. This can be linked to the Shire website if required,

Social Media – A social media presence will be created on Facebook, Twitter, Instagram and WhatsApp. This can be tagged in the Shire social media if required.

Fixed Marketing – Signage will be provided on the exterior of the building with session times, contact details in line with Shire guidelines as to size, placement and maintenance.

4. Safety, First Aid and OH & S

Safety and OH&S requirements

The operator will take advice from the Shire and the relevant State regulations regarding suitable OH&S requirements for the venue. Staff will be trained and managed to fit within those guidelines. All staff will be provided with First Aid

training and on any day at least one staff member will be responsible for safety and OH&S of patrons and visitors to the venue. Clear Emergency Evacuation signage will be provided as well as policy statement at the venue, and one the website. Exit lights will be installed if not all ready in place-

An up to date First Aid kit will be on site at all times. Any incidents that require escalation to engage the ambulance or police will be notified to the Shire.

5. Business Structure

Proposed Business Structure

It is proposed that the cinema will operate as 'Not For Profit' entity to allow the best flexibility for changes and to enhance the operation of the venue. A board will be instituted with at least three directors. There will be an opportunity for a Shire Councilor or similar person to be a director on the board of the business.

The Shire will have access to the financial records and statements of the cinema on request. All financial reporting and interaction with the ATO and relevant bodies will be undertaken by a Chartered Accounting Practise to ensure due diligence, transparency and ease of transfer of lease.

All queries and questions please contact

Marcia Devenney

Tel: 0429 922 393

Email: marciadevenney@yahoo.com.au

336 Padbury Ave, Herne Hill 6056

The presiding member advised the meeting that Cr Narducci had disclosed an interest in writing relating to the next item for discussion which is the Town Hall Project – Hall Street and Princess Street Consultation as he resides on Princess Street.

2.41pm Cr Narducci left the meeting

14.7 Town Hall Project – Hall Street and Princess Street Consultation

File Reference:	ADM0678
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Community Development Officer
Disclosure of Interest:	Nil
Attachments:	ICR215597, ICR215597, ICR215609 and IWS213574
Previous Reference:	Nil

Summary

Council is requested to consider the proposed modifications to Hall Street and Princess Street following a period of public comment in respect to Stage 1 of the Town Hall Project funded by the Driver Reviver Grant.

Background

In July 2021, Council informally approved the Administration to undertake a period of public comment about modifying Hall Street and Princess Street to enable and support the movement of residents and visitors accessing the Town Hall once its future function has been achieved.

Public comment was requested for:

- Hall Street to become a one-way street, eastbound (west to east) from Parade Street to Princess Street
- Princess Street to become a one-way street, southbound (north to south) from Hall Street to Sharrow Street.

It was intended this would facilitate provision for line parking bays to be installed on the south side of Hall Street and enable the current parallel caravan parking on the north side of Hall Street to remain.

Princess Street is a narrow road and has also been identified as unsuitable for caravans passing each other, adjacent to the Caravan Park.

In addition, in 2020 Council endorsed the Pingelly Caravan Park Master Plan following community consultation. The Plan makes provision for an additional one-way exit point to Princess Street from the Caravan Park. This component is currently outside the scope of the Town Hall Project, however, it is important to consider when factoring future traffic movements in the area.

Comment

Four (4) submissions from the public were received:

Consultation Question	Summary of Responses	Officer Comment
Do you support the proposal for Hall Street to become a one-way street, eastbound west to east) from Parade Street to Princess Street?	<p>Two (2) responses supports the proposed modification to Hall Street, whereas one (1) response does not support the proposed modifications.</p> <p>One response didn't articulate their degree of support for the changes to Hall Street.</p>	<p>The modification of Hall Street enables andprioritises vehicle movements from Parade Street (Great Southern Highway) to the Town Hall.</p> <p>Previous public comment has attracted ahiger volume of responses, so it could be said the lower response rate on this occasion indicates there is minimal concern held by the broader community.</p>
Do you support the proposal for Princess Street to become a one-way street,southbound (north to south) from Hall Street to Sharrow Street.	Three (3) responses support the proposed modification to Princess Street, whereas one (1) response does not support the proposed modifications.	The modification of Princess Street enables vehicles to clearly 'loop around' to reaccess Parade Street (Great Southern Highway).
		<p>The Pingelly Caravan Park Master Plan (endorsed by Council in 2020) indicates the current entry and exit to the Caravan Park from Sharrow Street will be modified to an entry only, with a new dedicated exit to be via Princess Street. While this aspect is outside scope of the Town Hall Project, it's important to consider the current modification to Princess Street in a broader context.</p> <p>Previous public comment has attracted ahiger volume of responses, so it could be said the lower response rate on this occasion indicates there is minimal concern held by the broader community.</p>

		<p>The Officer has responded to the member of the public to confirm the intent is to retain angled parking on the south side of Hall Street, and they have verbally confirmed support for this.</p> <p>The impact of the proposed modification to Princess Street has on the local business is acknowledged. The business owner has spoken to the Officer on the phone, in addition to submitting a formal response.</p> <p>While there is advantage of the current arrangement for caravans parking outside the Community Craft Centre without crossing the road, it doesn't alter that the Town Hall Project will increase vehicle traffic in these streets which have typically been used by local people. Modifying Princess Street to one way will facilitate safer</p>
Is there anything else that you wish the Council to consider when making a decision on this proposal?	<p>One responded praised the progression of the Town Hall Project.</p> <p>Another member of the public has asked whether the angled parking on the south side of Hall Street will remain.</p> <p>A local business owner has responded with feedback that the northbound direction of Princess Street is currently used by vehicles from the Caravan Park to drive around and park in front of the Pingelly Community Craft Centre without needing to cross the road. Further feedback has also been given about the rear access to their business from Princess Street is currently used by their tow truck vehicles to roll down the hill into the back yard.</p> <p>The Pingelly Community Craft Centre provided no</p>	<p>vehicle movements and this is important considering Hall Street and Princess Street will now attract a mixed-use of vehicles from cars and caravans.</p>
	further comment.	

Consultation

The public comment period comprised the development of a Project Fact Sheet and Feedback Form which was distributed in the Pingelly Times, on the Shire of Pingelly's website within the Projects and Initiatives section, as well as the Shire of Pingelly's Facebook page in which the post was viewed by 1,058 people, for a period of two weeks.

Statutory Environment

N/A

Policy Implications

4.8 Consultation and Communication states the requirement for consultation to take place for a minimum period of two weeks.

Financial Implications

The cost to modify Hall Street and Princess Street is 100% funded within scope of the Driver Reviver Grant.

Strategic Implications

Goal 1	Economy
Outcome 1.1	The Shire experiences significant new business growth and employment and is known widely as an innovative and collaborative community which is attracting new population and investment
Strategy 1.1.1	Support business and community tourism promotion initiatives
Outcome 1.2	A truly working Main Street which symbolises a confident local economy, and results in people spending more locally
Strategy 1.2.1	Encourage the return of a fully active commercial frontage filled with businesses, with retail gaps filled, and the best of friendly, country service
Strategy 1.2.2	Further develop the town centre as an attractive environment which supports business investment, and community and visitor use
Action 1.2.2.1	Facilitate the activation of the Pingelly Town Hall

Risk Implications

Risk	Despite community consultation driving several key changes, there is a risk that a number of members of the community will remain unhappy with any modification to Hall Street and Princess Street.
Risk Rating (Prior to Treatment or Control)	Medium (6)
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Respond in writing to each member of public who participated in the public comment process and provide alternatives to barriers raised.

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Simple Majority

13046

Moved: Cr Wood

Seconded: Cr McBurney

Recommendation and Council Decision:

That Council endorses the proposed modifications to Hall Street and Princess Street as per the Project Fact Sheet.

CARRIED 7/0

2.41pm Cr Narducci re-entered the meeting



Public Comment Fact Sheet

HALL STREET AND PRINCESS STREET MODIFICATION

Introduction

The purpose of this public comment is to determine the level of support from the community and other stakeholders to modify Hall Street and Princess Street within the Pingelly Town Centre to support the Town Hall Future Use Project.

At the conclusion of the public comment period, a report will be prepared for Council, presenting the feedback received, as well as any further matters that have arisen. All views are welcome and encouraged.

Background

The Town Hall forms part of the civic heart of Pingelly. In 2020 a series of community workshops were held to identify potential future uses for the Town Hall. Residents, local business owners and community group representatives identified three options which could co-exist together comprising tourism, community and historical uses.

The broader community verified the feedback was captured correctly during a follow-up period of public comment. The Town Hall Reference Group has since been established to plan the detailed design and prioritise progression as funding opportunities arise.

In addition, in 2020 Council endorsed the Pingelly Caravan Park Master Plan following community consultation. The Plan makes provision for an additional one-way exit point to Princess Street. This component is currently outside the scope of the Town Hall Project.

Proposal

In order to enable and support the experience of residents and visitors, the Shire of Pingelly is considering:

- Hall Street to become a one-way street, eastbound (west to east) from Parade Street to Princess Street
- Princess Street to become a one-way street, southbound (north to south) from Hall Street to Sharrow Street.

This will facilitate provision for line parking bays to be installed on the south side of Hall Street and enable the current parallel caravan parking on the north side of Hall Street to remain.

Princess Street is a narrow road and has also been identified as unsuitable for caravans passing each other, adjacent to the Caravan Park.

Cost

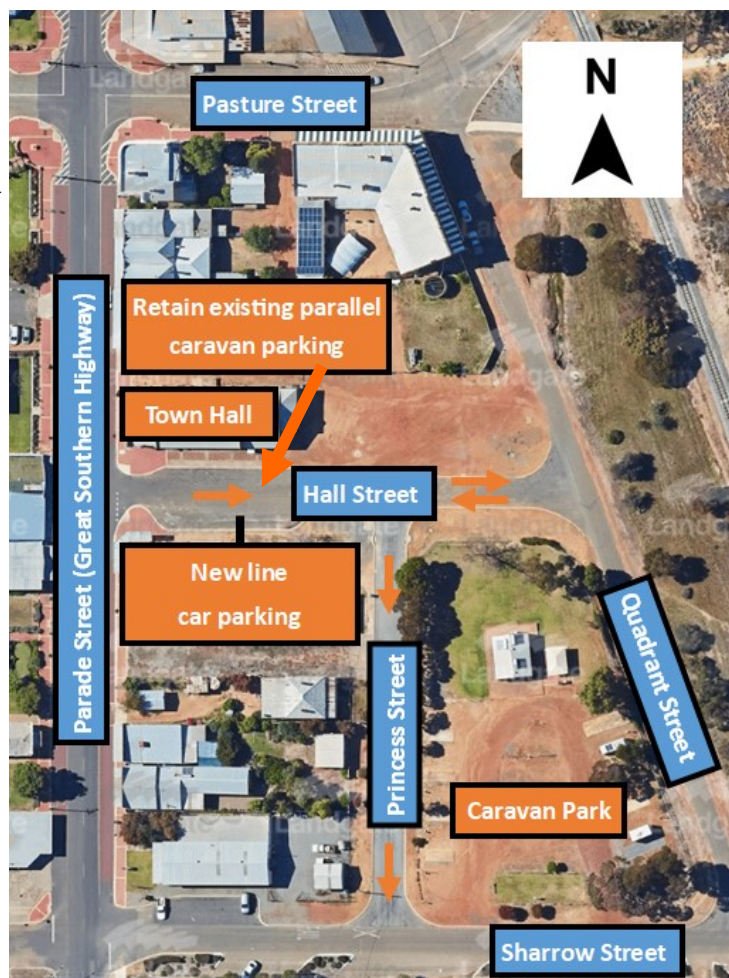
The project is 100% grant funded.

Feedback

A copy of the Feedback Form is attached. Submissions close at 4.30pm on Wednesday, 11 August 2021.

Contact

For further information regarding this proposal, or to submit feedback, please contact the Shire of Pingelly on 9887 1066 or admin@pingelly.wa.gov.au





Feedback Form

HALL STREET AND PRINCESS STREET MODIFICATION

Questions

Do you support the proposal for Hall Street to become a one-way street, eastbound (west to east) from Parade Street to Princess Street?

☐ Yes

☐ No

Do you support the proposal for Princess Street to become a one-way street, southbound (north to south) from Hall Street to Sharrow Street.

☐ Yes

☐ No

Is there anything else that you wish the Council to consider when making a decision on this proposal?

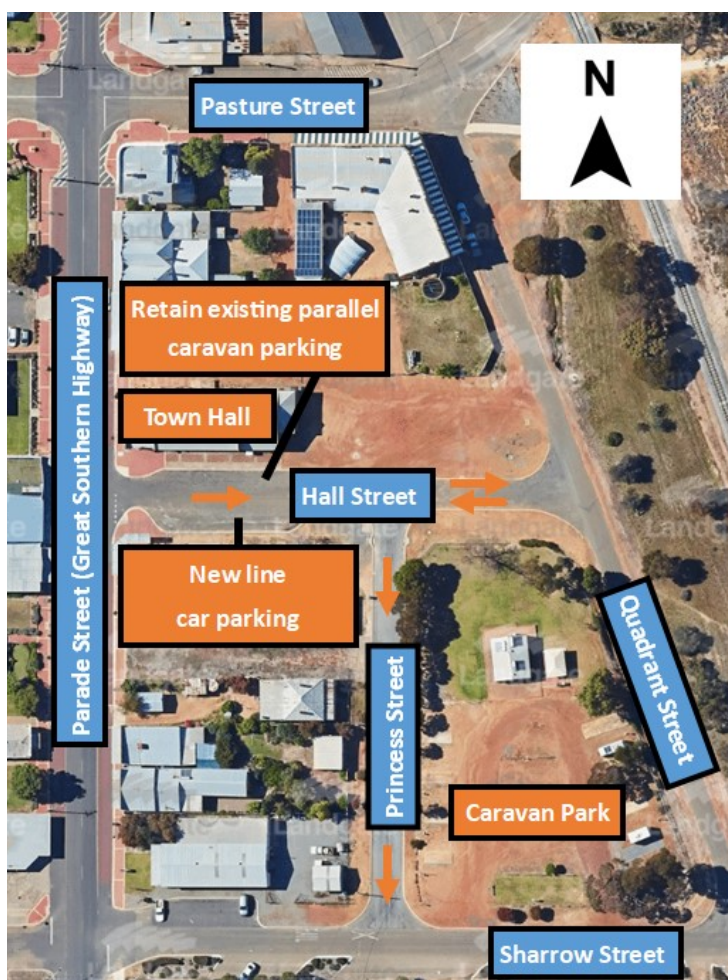
Thankyou for your input.

Optional

Name

Address

Email



Contact

For further information regarding this proposal, or to submit feedback, please contact the Shire of Pingelly on 9887 1066 or admin@pingelly.wa.gov.au

Submissions close at 4.30pm on Wednesday, 11 August 2021.



Feedback Form

HALL STREET AND PRINCESS STREET MODIFICATION

Questions

Do you support the proposal for Hall Street to become a one-way street, eastbound (west to east) from Parade Street to Princess Street?



Yes



No

SHIRE OF PINGELLY	
FILE	ADM0497
DATE	10 AUG 2021
Officer	AF
Copy to	LEARNER

Do you support the proposal for Princess Street to become a one-way street, southbound (north to south) from Hall Street to Sharrow Street.



Yes



No

Is there anything else that you wish the Council to consider when making a decision on this proposal?

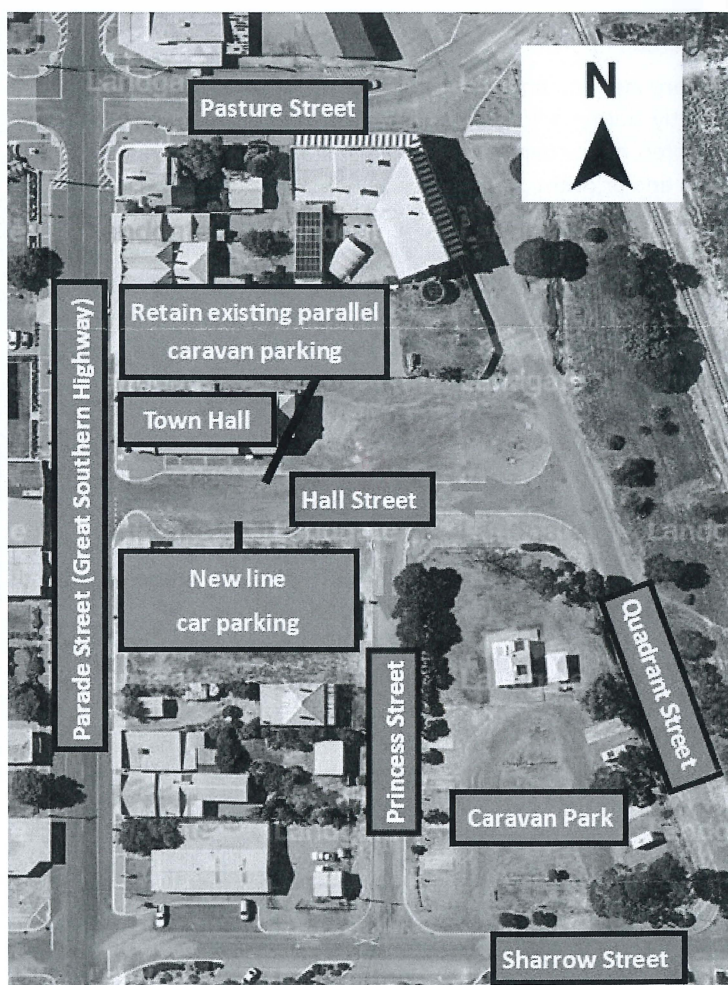
Thankyou for your input.

Optional
Name

Community Craft Centre.

Address

Parade Street.



Contact

For further information regarding this proposal, or to submit feedback, please contact the Shire of Pingelly on 9887 1066 or admin@pingelly.wa.gov.au

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Public Comment Fact Sheet

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The broader community verified the feedback was captured correctly during a follow-up period of public comment. The Town Hall Reference Group has since been established to plan the detailed design and prioritise progression as funding opportunities arise.

In addition, in 2020 Council endorsed the Pingelly Caravan Park Master Plan following community consultation. The Plan makes provision for an additional one-way exit point to Princess Street. This component is currently outside the scope of the Town Hall project.

Proposal

In order to enable and support the experience of residents and visitors, the Shire of Pingelly is considering:

Hall Street to become a one-way street, eastbound (west to east) from Parade Street to Princess Street

Princess Street to become a one-way street, southbound (north to south) from Hall Street to Sharrow Street.

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Cost

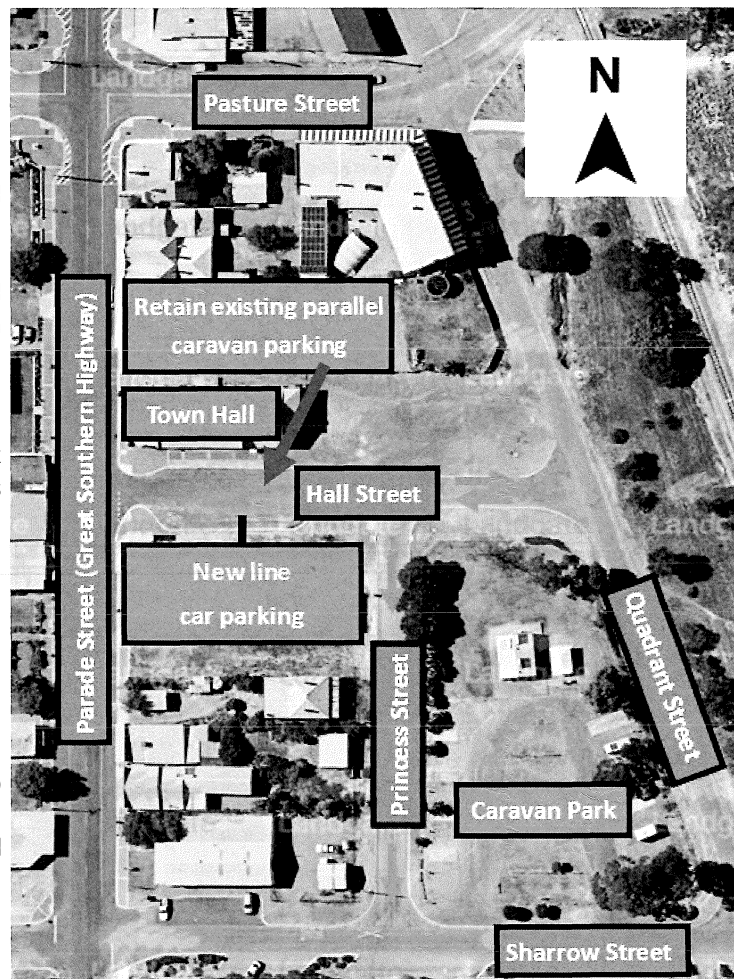
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Feedback

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Contact

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ICR215609 - ADM0497 - Hall St & Princess St Modification



Leonnie Messenger <leonnietony@hotmail.com>

To  Admin Officer

Green category

Hi Sam

As I mentioned in our phone conversation about the proposal for Hall & Princess Streets To be one way.

We would like you to know that Caravans come passed the caravan park onto Princess St To check it out & then onto Hall St & then back onto the main Street to check in at the Craft Shop. Also Princess Street is used for our tow trucks to drop vehicles off at our back gate so that We can roll them down the hill into the back yard. So making it a one way would not work for us.

Regards

Tony & Leonnie

PINGELLY GARAGE

30 Parade Street

Pingelly WA 6308

PH : 98870077

Email : leonnietony@hotmail.com

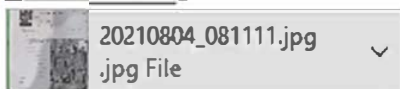
ICR215608 - ADM0497 - Feedback Princess St



catiewood <catiewood@bigpond.com>

To  Admin Officer

Green category



20210804_081111.jpg

.jpg File

I've attached the blank form as confirmation of my email. the page was too difficult to take out of the Pingelly Times. I support the modification of Princess St to a one way street.

My additional comment/question

Will the South side of Hall Street parking be angle parking?

I believe this to be easier for single motor vehicles to park in and back out.

(Certainly parallel parking beside the hall for towing vehicles is sensible.)

Kind regards from

Catie Wood.

0419871103



Feedback Form

HALL STREET AND PRINCESS STREET MODIFICATION

Questions

Do you support the proposal for Hall Street to become a one-way street, eastbound (west to east) from Parade Street to Princess Street?

☒ Yes

☐ No

Do you support the proposal for Princess Street to become a one-way street, southbound (north to south) from Hall Street to Sharrow Street?

☒ Yes

☐ No

Is there anything else that you wish the Council to consider when making a decision on this proposal?

Great to see
plans
progressing.
Fab job guys



Thankyou for your input.

Optional
Name

L.Pitman

Address

Email



Contact

For further information regarding this proposal, or to submit feedback, please contact the Shire of Pingelly on 9887 1066 or admin@pingelly.wa.gov.au

Submissions close at 4.30pm on Wednesday, 11 August 2021.

15. DIRECTORATE OF CORPORATE AND COMMUNITY SERVICES

15.1 Monthly Statement of Financial Activity – July 2021

File Reference: ADM0075
Location: Not Applicable
Applicant: Not Applicable
Author: Executive Manager Corporate Services
Disclosure of Interest: Nil
Attachments: Monthly Statements of Financial Activity for the period 1 July 2021 to 31 July 2021
Previous Reference: Nil

Summary

In Accordance with the *Local Government Act 1995* Section 5.25 (1) and *Local Government (Financial Management) Regulations 1996*, Monthly Financial Statements are required to be presented to Council, in order to ensure that income and expenditure is in keeping with budget forecasts.

The Monthly Statements of Financial Activity for the month of July 2021 are attached for Council consideration and adoption. This report now incorporates new Australian Accounting Standards Board (AASB) requirements effective from 1 July 2019. AASB 15 Revenue from Contracts with Customers (IFRS 15), AASB 1058 Income for Not-for Profit Entities, AASB 16 Lease replaces AASB 117 (IFRS 16).

Background

In order to prepare the monthly statements, the following reconciliations have been completed and verified:

- Reconciliation of assets, payroll and taxation services;
- Reconciliation of all shire's bank accounts, including term deposits;
- Reconciliation of Rates, including outstanding debtors;
- Reconciliation of Sundry Creditors and Debtors;

Comment

The Monthly Financial report has been prepared in accordance with statutory requirements and provides council with their financial position as at 31 July 2021.

Consultation

Nil

Statutory Environment

Local Government Act 1995;

Local Government (Financial Management) Regulations 1996

Section 34: Financial Reports to be Prepared

(1) A local government is to prepare each month a statement of financial activity reporting on the sources and applications of funds, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail -

- (a) Annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1) (b) or (c);
- (b) Budget estimates to the end of the month to which the statement relates;
- (c) Actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;
- (d) Material variances between the comparable amounts referred to in paragraphs (b) and (c); and
- (e) The net current assets at the end of the month to which the statement relates.

- (2) Each statement of financial activity is to be accompanied by documents containing -
- (a) An explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;
 - (b) An explanation of each of the material variances referred to in sub regulation (1) (d); and
 - (c) Such other supporting information as is considered relevant by the local government.
- (3) The information in a statement of financial activity may be shown -
- (a) According to nature and type classification;
 - (b) By program; or
 - (c) By business unit.
- (4) A statement of financial activity, and the accompanying documents referred to in sub regulation (2), is to be -
- (a) Presented to the council -
 - (i) At the next ordinary meeting of the council following the end of the month to which the statement relates; or
 - (ii) if the statement is not prepared in time to present it to the meeting referred to in subparagraph (i), to the next ordinary meeting of the council after that meeting; and
 - (b) Recorded in the minutes of the meeting at which it is presented.
- (5) Each financial year, a local government is to adopt a percentage or value, calculated in accordance with AAS 5, to be used in statements of financial activity for reporting material variances.

Policy Implications

There are no policy implications.

Financial Implications

There are no significant trends or issues to be reported. The report and officer recommendation is consistent with Council's adopted Budget 2021/22.

Strategic Implications

Goal 5	Innovation Leadership and Governance
Outcome 5.6	Financial systems are effectively managed
Strategy 5.6.1	Financial management and reporting systems are able to deliver on all administrative and management functions (including reporting) and long-term financial planning requirements

Risk Implications

Risk		Failure to monitor the Shire's ongoing financial performance would increase the risk of a negative impact on the Shire's financial position. As the monthly report is a legislative requirement, non-compliance may result in a qualified audit.				
Risk Rating (Prior to Treatment or Control)		Low (2)				
Principal Risk Theme		Reputational / Legislative				
Risk Action Plan (Controls or Treatment Proposed)		Nil				
Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Simple Majority

13047

Moved: Cr Narducci

Seconded: Cr McBurney

Recommendation and Council Decision

That with respect to the Monthly Statements of Financial Activity for the month ending 31 July 2021 be accepted and material variances be noted.

CARRIED 8/0



SHIRE OF PINGELLY
MONTHLY STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

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Graphical Analysis

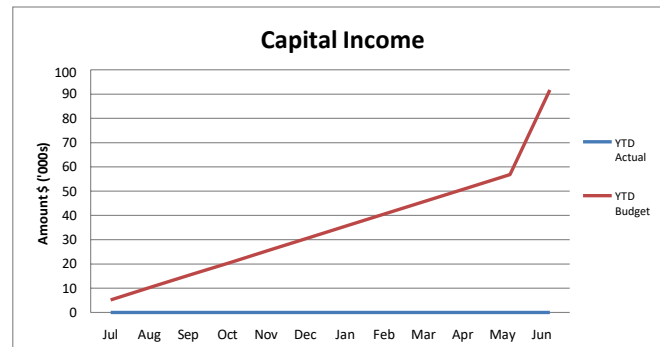
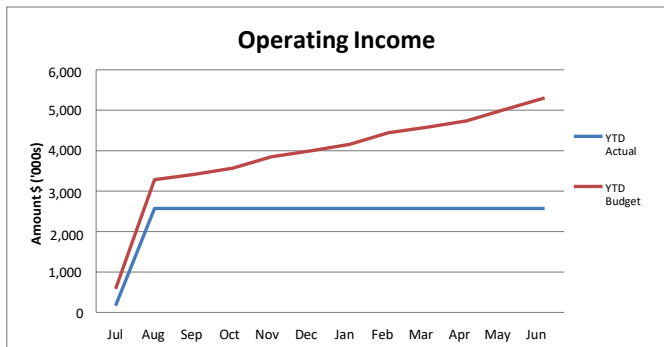
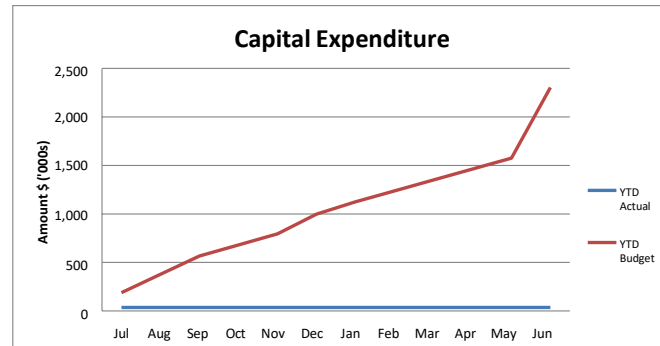
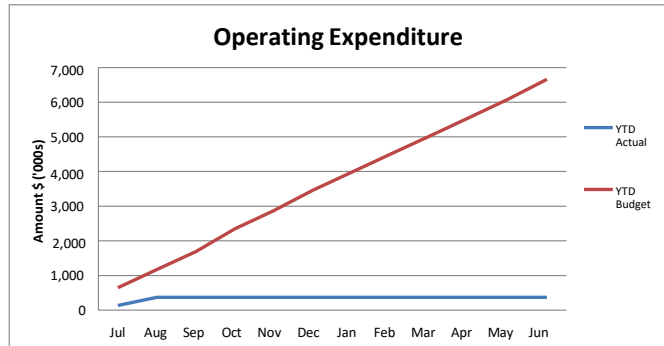
Statement of Financial Activity

Report on Significant Variances

Notes to and Forming Part of the Statement

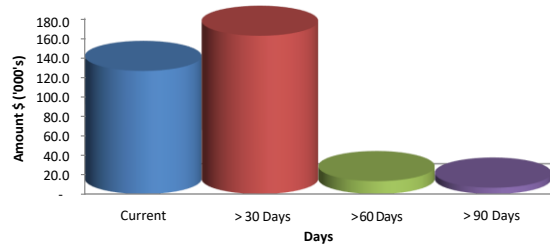
- 1 Acquisition of Assets
 - 2 Disposal of Assets
 - 3 Information on Borrowings
 - 4 Reserves
 - 5 Net Current Assets
 - 6 Rating Information
 - 7 Operating Statement
 - 8 Statement of Financial Position
 - 9 Financial Ratios
- Restricted Funds Summary

Income and Expenditure Graphs to 31 July 2021

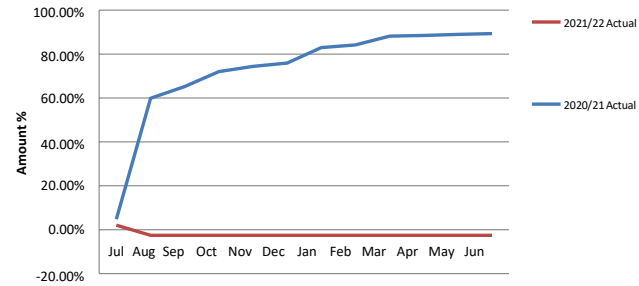


Other Graphs to 31 July 2021

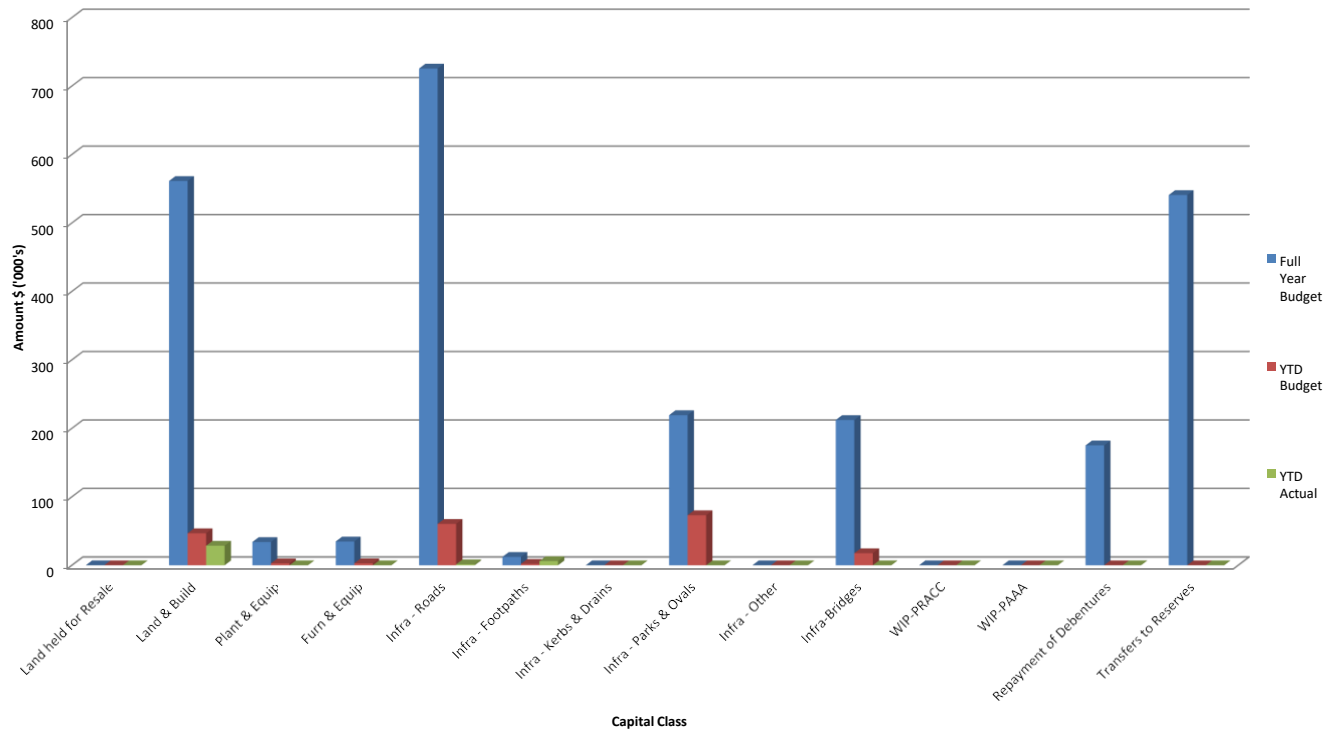
Sundry Debtors Amount O/S



Rates % Collected



Capital Expenditure



SHIRE OF PINGELLY

STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

	NOTE	2021/22 Adopted Budget \$	July 2021 Y-T-D Budget \$	July 2021 Actual \$	Variances Actuals to Budget \$	Variances Actual Budget to Y-T-D %	
Operating							
Revenues/Sources							
General Purpose Funding		660,811	5,069	400	(4,669)	-92%	
Governance		58,025	4,815	5,704	889	18%	
Law, Order, Public Safety		319,089	117,799	14,249	(103,550)	-88%	▼
Health		1,900	157	0	(157)	-100%	
Education and Welfare		18,270	641	136	(505)	-79%	
Housing		0	0	0	0	0%	
Community Amenities		211,250	173,802	7,494	(166,308)	-96%	▼
Recreation and Culture		496,612	19,164	2,895	(16,269)	-85%	▼
Transport		1,221,887	250,062	135,139	(114,923)	-46%	▼
Economic Services		45,050	3,752	2,877	(875)	-23%	
Other Property and Services		40,227	3,350	(1,300)	(4,650)	-139%	
		3,073,121	578,611	167,594	(411,017)	-71%	
(Expenses)/(Applications)							
General Purpose Funding		(207,821)	(17,059)	(14,096)	2,963	17%	
Governance		(425,457)	(60,695)	(20,834)	39,861	66%	▼
Law, Order, Public Safety		(497,159)	(51,194)	(7,358)	43,836	86%	▼
Health		(176,477)	(15,078)	(12,972)	2,106	14%	
Education and Welfare		(113,328)	(10,770)	(4,257)	6,513	60%	▼
Housing		0	0	0	0	0%	
Community Amenities		(398,447)	(33,952)	(12,203)	21,749	64%	▼
Recreation & Culture		(1,509,842)	(130,168)	(25,171)	104,997	81%	▼
Transport		(2,902,952)	(255,187)	(48,184)	207,003	81%	▼
Economic Services		(410,577)	(33,163)	(23,085)	10,078	30%	▼
Other Property and Services		(19,174)	(37,412)	30,508	67,920	182%	▼
		(6,661,234)	(644,678)	(137,652)	507,026	-79%	
Net Operating Result Excluding Rates		(3,588,113)	(66,067)	29,942	96,009	-145%	
Adjustments for Non-Cash (Revenue) and Expenditure							
(Profit)/Loss on Asset Disposals	2	(20,050)	(1,671)	0	1,671	100%	
Movement in Deferred Pensioner Rates/ESL		0	0	0	0	0%	
Movement in Employee Benefit Provisions		0	0	0	0	0%	
Movement in LG House Trust-Non Cash		0	0	0	0	0%	
Changes in Accounting Policy		0	0	0	0	0%	
Adjustments in Fixed Assets		0	0	0	0	0%	
Rounding		0	0	0	0	0%	
Depreciation on Assets		2,608,552	217,377	0	(217,377)	100%	▼
Capital Revenue and (Expenditure)							
Purchase Land Held for Resale	1	0	0	0	0	0%	
Purchase of Land and Buildings	1	(561,316)	(46,775)	(28,552)	18,223	39%	▼
Purchase of Furniture & Equipment	1	(34,700)	(2,891)	0	2,891	100%	
Purchase of Right of Use Asset - Furniture & Equipmen	1	0	0	0	0	0%	
Purchase of Right of Use Asset - Plant & Equipment	1	(330,000)	(27,500)	0	27,500	100%	▼
Purchase of Right of Use Asset - Buildings	1	0	0	0	0	0%	
Purchase of Plant & Equipment	1	(34,000)	(2,833)	0	2,833	100%	
Purchase of WIP - PP & E	1	0	0	0	0	0%	
Purchase of Infrastructure Assets - Roads	1	(725,551)	(60,446)	(1,413)	59,033	98%	▼
Purchase of Infrastructure Assets - Footpaths	1	(12,215)	(2,035)	(6,077)	(4,042)	-199%	
Purchase of Infrastructure Assets - Kerbs & Drains	1	0	0	0	0	0%	
Purchase of Infrastructure Assets - Parks & Ovals	1	(219,250)	(73,083)	0	73,083	100%	▼
Purchase of Infrastructure Assets - Bridges	1	(212,122)	(17,675)	0	17,675	100%	▼
Purchase of Infrastructure Assets - Other	1	0	0	0	0	0%	
Purchase of WIP Recreation and Culture	1	0	0	0	0	0%	
Purchase of WIP Aged Accommodation	1	0	0	0	0	0%	
Proceeds from Disposal of Assets	2	62,000	5,166	0	(5,166)	-100%	▼
Repayment of Debentures	3	(175,091)	0	0	0	0%	
Proceeds from New Debentures	3	0	0	0	0	0%	
Proceeds from new Lease Liabilities	3	330,000	27,500	0	(27,500)	-100%	▼
Repayment of Leases	3	(144,508)	(10,472)	(10,605)	(133)	1%	
Advances to Community Groups		0	0	0	0	0%	
Self-Supporting Loan Principal Income		18,692	0	0	0	0%	
Transfer from Restricted Asset - Unspent Loans		0	0	0	0	0%	
Transfers to Restricted Assets (Reserves)	4	(540,804)	0	0	0	0%	
Transfers from Restricted Asset (Reserves)	4	29,700	0	0	0	0%	
Transfers to Restricted Assets (Other)		0	0	0	0	0%	
Transfers from Restricted Asset (Other)		0	0	0	0	0%	
AD Net Current Assets July 1 B/Fwd	5	1,319,560	1,319,560	1,319,560	0	0%	
Net Current Assets - Unspent Grants		0	0	0	0	0%	
LESS Net Current Assets Year to Date	5	0	1,258,155	1,302,854	44,699	-4%	
Amount Raised from Rates		(2,229,216)	0	1	1		

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

Material Variances Symbol

Above Budget Expectations	Greater than 10% and \$5,000	▲
Below Budget Expectations	Less than 10% and \$5,000	▼

SHIRE OF PINGELLY
FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021
Report on Significant variances Greater than 10% and \$5,000

Purpose

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date. The material variance adopted by Council for the current year is an Actual Variance exceeding 10% and a value greater than \$5,000.

REPORTABLE OPERATING REVENUE VARIATIONS

Law Order and Public Safety	(103,550)	-88% ▼
The main variances relate to budget profiling for the Fire Mitigation grant funding regarding the recognition of revenue		
Community Amenities - Within variance threshold 10% and \$5,000	(166,308)	-96% ▼
The variance relates to the billing of commercial and residential waste collection, raised August 2021		
Recreation and Culture	(16,269)	-85% ▼
The variances relate to the budget profiling for the Town Hall, Sulkies and Buggies and Driver Reviver grant		
Transport	(114,923)	-46% ▼
There are a number of factors that relate to this variance with the main drivers being Grant funding LRCI PRACC Carpark, R2R, RRG and Main Roads Special, due to recognition of revenue, change in accounting standard		

REPORTABLE OPERATING EXPENSE VARIATIONS

Governance	39,861	66% ▼
The major variances relate to Depreciation not yet run for July along with Administration Allocation Costs less than budget due to lower expenditure to date		
Law, Order, Public Safety	43,836	86% ▼
The variance relates to budget profiling for ESL - BFB and Fire Mitigation works		
Education and Welfare	6,513	60% ▼
The variance relates to Depreciation not yet run for July 2021		
Community Amenities	21,749	64% ▼
The variance relates to a timing issue for refuse site management		
Recreation and Culture	104,997	81% ▼
There are a number of factors that relate to this variance with the main drivers being Depreciation not yet run July 2021, Grant - Memorial Park Redevelopment (timing difference), along with Budget Profiling for PRACC Lighting and insurance		
Transport	207,003	81% ▼
There are a number of factors that relate to the variance with the main drivers being road construction and maintenance program not yet substantially commenced, depreciation YTD budget less than YTD actual due to depreciation not yet run for July 2021		
Economic Services	10,078	30% ▼
The variance relates to Depreciation not yet run for July 2021		
Other Property and Services	67,920	182% ▼
There are a number of factors which relate to this variance with the main drivers being Plant Operating Costs and Public Works Overheads due to limited expenditure to date and Depreciation not run for July 2021		

REPORTABLE NON-CASH VARIATIONS

Depreciation on Assets	(217,377)	100% ▼
Depreciation YTD Budget less than YTD Actuals due to depreciation not yet run for July 2021		

SHIRE OF PINGELLY
NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY
FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

	2021/22 Adopted Budget \$	2021/22 YTD Budget \$	July 2021 YTD Actual \$
1. ACQUISITION OF ASSETS			
The following assets have been acquired during the period under review:			
<u>By Program</u>			
Governance			
<u>Administration</u>			
Furniture And Equipment	9,700	808	0

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

1. ACQUISITION OF ASSETS (Continued)	2021/22 Adopted Budget \$	2021/22 YTD Budget \$	July 2021 Actual \$
Recreation & Culture			
<u>Public Halls Civic Centres</u>			
Town Hall	39,565	3,297	0
Pingelly Central Driver Reviver Point - Town Hall	117,950	9,829	0
Sulkies & Buggies	200,000	16,666	0
<u>Other Recreation & Sport</u>			
Capex - Infra Parks & Ovals	219,250	73,083	0
<u>Other Culture</u>			
Capex - Pracc Carpark And Drainage	53,801	4,483	28552
Pracc Lighting Project	150,000	12,500	0
Pracc Billboard Signs	15,000	1,250	0
Transport			
Furniture & Equipment			
Furniture & Equipment Purchase - Schedule 12	10,000	833	0
Bridges			
Capex - Review Street Bridge # 5165 0.94Slk	212,122	17,675	0
Roads Construction			
Capex - Pemberton Street Drainage - Roads To	49,221	4,100	0
Capex - North Bannister Pingelly Road Wheatbelt	50,000	4,166	0
Capex - York Williams Road Reseal 10Mm Agg			
21700M2 Slk 0.00 To 3.50 Slk	90,500	7,539	0
Capex - Yenellin Rd Reconstruction Of Road To A 7	160,000	13,331	0
York - Williams Road - Rtr	36,210	3,015	0
Thompson Road Culverts - Council Constr	4,920	409	0
Pasture Street - Council Constr	29,064	2,421	0
Capex - Rrg Wickepin Pingelly Slk 7.9-9.0	260,500	21,706	0
Review Street - Rtr	45,136	3,759	0
Footpath Construction			
Footpaths - Construction	12,215	2,035	6077
<u>Road Plant Purchases</u>			
Right Of Use Asset - P & E	330,000	27,500	0
Capex - Psm01 Upgrade 2014 Holden Colorado	34,000	2,833	0
	<u>2,129,154</u>	<u>233,238</u>	<u>36042</u>
By Class			
Buildings	561,316	46,775	28552
Furniture & Equipment	34,700	2,891	0
Right of Use Asset - P & E	330,000	27,500	0
Plant & Equipment	34,000	2,833	0
Infrastructure - Roads	725,551	60,446	1413
Infrastructure - Footpaths	12,215	2,035	6077
Infrastructure - Parks & Ovals	219,250	73,083	0
	<u>2,129,154</u>	<u>233,238</u>	<u>36042</u>

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

2. DISPOSALS OF ASSETS

The following assets have been disposed of during the period under review:

By Program		Written Down Value		Sale Proceeds		Profit(Loss)	
		2021/22	July	2021/22	July	2021/22	July
		Budget	2021	Budget	2021	Budget	2021
Asset No		\$	\$	\$	\$	\$	\$
PSM01	Transport						
	PSM01 - 2014 Holden Colorado 4 X 4 PN810	17,000	0	12,000		(5,000)	0
PL7	2007 CAT Skid Steer Loader - PN568	7,950	0	10,000		2,050	0
PT13	2007 Mitsubishi Fuso FV51 Tip Truck - PN133	17,000	0	40,000		23,000	0
		41,950	0	62,000	0	20,050	0

By Class of Asset		Written D wn Value		Sale Proceeds		Profit(Loss)	
		2021/22	July	2021/22	July	2021/22	July
		Budget	2021	Budget	2021	Budget	2021
Asset No		\$	\$	\$	\$	\$	\$
	Plant & Equipment						
PSM01	PSM01 - 2014 Holden Colorado 4 X 4 PN810	17,000	0	12,000	0	(5,000)	0
PL7	2007 CAT Skid Steer Loader - PN568	7,950	0	10,000	0	2,050	0
PT13	2007 Mitsubishi Fuso FV51 Tip Truck - PN133	17,000	0	40,000	0	23,000	0
		41,950	0	62,000	0	20,050	0

Summary

Profit on Asset Disposals
Loss on Asset Disposals

2020/21 Adopted Budget \$	July 2021 Actual \$
25,050	0
(5,000)	0
20,050	0

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

3. INFORMATION ON BORROWINGS

(a) Debenture Repayments

Particulars	Principal 1-Jul-21	New Loans		Principal Repayments		Principal Outstanding		Interest Repayments	
		2021/22 Budget \$	2021/22 Actual \$	2021/22 Budget \$	2021/22 Actual \$	2021/22 Budget \$	2021/22 Actual \$	2021/22 Budget \$	2021/22 Actual \$
Education & Welfare									
Loan 120 - SSL Pingelly Cottage Homes *	132,281	0	0	18,692	0	113,589	132,281	8,261	(47)
Recreation & Culture									
Loan 123 - Recreation and Cultural Centre	1,954,191	0	0	104,983	0	1,849,208	1,954,191	81,178	(224)
Loan 124 - Recreation and Cultural Centre	1,148,918	0	0	51,416	0	1,097,502	1,148,918	7,423	(123)
	3,235,390	0	0	175,091	0	3,060,299	3,235,390	96,862	(394)

(*) Self supporting loan financed by payments from third parties.
All other loan repayments were financed by general purpose revenue.

3. INFORMATION ON LEASES

(b) Lease Repayments

Particulars	Principal 1-Jul-21	New Lease		Lease Principal Repayments		Lease Principal Outstanding		Lease Interest Repayments	
		2021/22 Budget \$	2021/22 Actual \$	2021/22 Budget \$	2021/22 Actual \$	2021/22 Budget \$	2021/22 Actual \$	2021/22 Budget \$	2021/22 Actual \$
Administration									
Photocopier Lease	37,137	0	0	20,983	1,725	16,154	35,412	825	93
Solar System-Admin Office	12,157	0	0	3,244	795	8,913	11,362	593	164
Server Lease	41,153	0	0	8,355	2,049	32,798	39,104	1,933	523
CCTV Server Lease	19,942	0	0	3,741	1,215	16,201	18,727	1,119	0
Grader Lease	290,041	0	0	58,685	4,822	231,357	285,220	8,136	679
Loader Lease	0	100,000	0	15,000	0	85,000	100,000	2,560	0
6 Wheel Tipper Lease	0	230,000	0	34,500	0	195,500	230,000	5,888	0
	400,430	330,000	0	144,508	10,605	585,923	719,825	21,054	1,458

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

	2021/22 Adopted Budget \$	July 2021 Actual \$
4. RESERVES		
Cash Backed Reserves		
(a) Leave Reserve		
Opening Balance	36,295	36,295
Amount Set Aside / Transfer to Reserve	186	0
Amount Used / Transfer from Reserve	(10,000)	0
	<u>26,481</u>	<u>36,295</u>
(b) Plant Reserve		
Opening Balance	33,295	33,295
Amount Set Aside / Transfer to Reserve	13,171	0
Amount Used / Transfer from Reserve	0	0
	<u>46,466</u>	<u>33,295</u>
(c) Building and Recreation Reserve		
Opening Balance	23,962	23,962
Amount Set Aside / Transfer to Reserve	421,027	0
Amount Used / Transfer from Reserve	0	0
	<u>444,989</u>	<u>23,962</u>
(d) Electronic Equipment Reserve		
Opening Balance	32,344	32,344
Amount Set Aside / Transfer to Reserve	40,166	0
Amount Used / Transfer from Reserve	(19,700)	0
	<u>52,810</u>	<u>32,344</u>
(e) Community Bus Reserve		
Opening Balance	23,914	23,914
Amount Set Aside / Transfer to Reserve	20,123	0
Amount Used / Transfer from Reserve	0	0
	<u>44,037</u>	<u>23,914</u>
(f) Swimming Pool Reserve		
Opening Balance	27,995	27,995
Amount Set Aside / Transfer to Reserve	5,143	0
Amount Used / Transfer from Reserve	0	0
	<u>33,138</u>	<u>27,995</u>
(g) Refuse Site Rehab/Closure Reserve		
Opening Balance	16,191	16,191
Amount Set Aside / Transfer to Reserve	83	0
Amount Used / Transfer from Reserve	0	0
	<u>16,274</u>	<u>16,191</u>
(h) Tutanning Nature Reserve		
Opening Balance	1,094	1,094
Amount Set Aside / Transfer to Reserve	905	0
Amount Used / Transfer from Reserve	0	0
	<u>1,999</u>	<u>1,094</u>
(i) Wheatbelt Secondary Freight Network Reserve		
Opening Balance	0	0
Amount Set Aside / Transfer to Reserve	40,000	0
Amount Used / Transfer from Reserve	0	0
	<u>40,000</u>	<u>0</u>
Total Cash Backed Reserves	<u>706,194</u>	<u>195,090</u>

All of the above reserve accounts are to be supported by money held in financial institutions.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

	2021/22 Adopted Budget \$	July 2021 Actual \$
4. RESERVES (Continued)		
Cash Backed Reserves (Continued)		
Summary of Transfers To Cash Backed Reserves		
Transfers to Reserves		
Leave Reserve	186	0
Plant Reserve	13,171	0
Building and Recreation Reserve	421,027	0
Electronic Equipment Reserve	40,166	0
Community Bus Reserve	20,123	0
Swimming Pool Reserve	5,143	0
Refuse Site Rehab/Closure Reserve	83	0
Tutanning Nature Reserve	905	0
Wheatbelt Secondary Freight Network Reserve	40,000	0
	<u>540,804</u>	<u>0</u>
Transfers from Reserves		
Leave Reserve	(10,000)	0
Plant Reserve	0	0
Building Reserve	0	0
Electronic Equipment Reserve	(19,700)	0
Community Bus Reserve	0	0
Swimming Pool Reserve	0	0
Refuse Site Rehab/Closure Reserve	0	0
Tutanning Nature Reserve	0	0
Wheatbelt Secondary Freight Network Reserve	0	0
	<u>(29,700)</u>	<u>0</u>
Total Transfer to/(from) Reserves	<u>511,104</u>	<u>0</u>

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

Leave Reserve

- to be used to fund annual and long service leave requirements.

Plant Reserve

- to be used for the purchase of major plant.

Building and Recreation Reserve

- to be used to fund the renovation/purchase of Shire of Pingelly buildings and Recreation Infrastructure

Electronic Equipment Reserve

- to be used to fund the purchase of administration computer system equipment.

Community Bus Reserve

- to be used to fund the change-over of the community bus.

Swimming Pool Reserve

- to be used to fund the upgrading of the swimming pool complex

Joint Venture Housing Reserve

- to be used for the future maintenance of the Joint Venture units

Refuse Site Rehab/Closure Reserve

- to be used to facilitate the rehabilitation/closure of the town refuse site.

Tutanning Nature Reserve

- to be used for the operations, improvements and promotion of the Tutanning Nature Reserve

Wheatbelt Secondary Freight Network Reserve

- to be used for the Shire of Pingelly's contribution for Infrastructure renewal for future Wheatbelt Secondary Freight network capital renewal

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

	2020/21 B/Fwd Per 2021/22 Budget \$	2020/21 B/Fwd Per Financial Report \$	July 2021 Actual \$
5. NET CURRENT ASSETS			
Composition of Estimated Net Current Asset Position			
CURRENT ASSETS			
Cash - Unrestricted	1,308,592	1,308,592	892,565
Cash - Restricted Unspent Grants			505,219
Cash - Restricted Unspent Loans	0	0	(0)
Cash - Restricted Bonds & Deposits	13,143	13,143	10,951
Cash - Restricted Reserves	195,089	195,089	195,089
Receivables (Budget Purposes Only)	0	0	0
Rates Outstanding	198,109	198,109	192,696
Sundry Debtors	481,542	481,542	308,297
Provision for Doubtful Debts	(1,015)	(1,015)	(1,015)
Gst Receivable	0	0	6,709
Contract Asset	0	0	0
Loans - clubs/institutions	18,692	18,692	18,692
Accrued Income/Payments In Advance	9,662	9,662	0
Investments	5,000	5,000	5,000
Inventories	13,378	13,378	13,378
	2,242,192	2,242,192	2,147,581
LESS: CURRENT LIABILITIES			
Payables and Provisions (Budget Purposes Only)	0	0	-
Sundry Creditors	(228,162)	(228,162)	(38,740)
Accrued Interest On Loans	(393)	(393)	-
Accrued Salaries & Wages	(63,303)	(63,303)	-
Bonds & Deposits Held	(13,143)	(13,143)	(10,951)
Income In Advance	(76,494)	(76,494)	(186,994)
Gst Payable	0	0	(4,369)
Payroll Creditors	0	0	-
Contract Liabilities	0	0	-
Performance Obligation Liability	(318,224)	(318,224)	(318,224)
Prepaid Rates Liability	(30,643)	(30,643)	(35,982)
Current Lease Liability	(95,007)	(95,007)	(84,402)
Accrued Expenses	(11,544)	(11,544)	-
PAYG Liability	0	0	(29,483)
Other Payables	38,057	38,057	(1,202)
Current Employee Benefits Provision	(417,350)	(417,350)	(417,350)
Current Loan Liability	(175,091)	(175,091)	(175,091)
	(1,391,298)	(1,391,298)	(1,302,788)
NET CURRENT ASSET POSITION	850,894	850,894	844,792
Less: Cash - Reserves - Restricted	(195,089)	(195,089)	(195,089)
Less: Cash - Unspent Grants/Loans - Fully Restricted	0	0	0
Less: Current Loans - Clubs / Institutions	(18,692)	(18,692)	(18,692)
Less: Investments	(5,000)	(5,000)	(5,000)
Add Back : Component of Leave Liability not Required to be Funded	417,350	417,350	417,350
Add Back : Current Loan Liability	175,091	175,091	175,091
Add Back : Current Lease Liability	95,007	95,007	84,402
Adjustment in Accounting policies	0	0 *	0
Adjustment for Trust Transactions Within Muni	0	0	0
ESTIMATED SURPLUS/(DEFICIENCY) C/FWD	<u>1,319,560</u>	<u>1,319,560</u>	<u>1,302,854</u>

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

6. RATING INFORMATION

RATE TYPE	Rate in \$	Number of Properties	Rateable Value \$	2021/22 Rate Revenue \$	2021/22 Interim Rates \$	2021/22 Back Rates \$	2021/22 Total Revenue \$	2021/22 Budget \$
General Rate								
GRV - Residential	0.128950	317	3,608,332	465,294				465,294
GRV - Rural Residential	0.128950	65	808,184	104,215				104,215
GRV - Commercial/Industrial	0.128950	28	396,080	51,075				51,075
GRV - Townsites	0.128950	12	144,560	18,641				18,641
UV - Broadacre Rural	0.009470	221	149,640,000	1,417,091				1,417,091
Non Rateable								
Sub-Totals		643	154,597,156	2,056,316	0	0	0	2,056,316
Minimum Rates	Minimum \$							
GRV - Residential	950	62	85,646	58,900				58,900
GRV - Rural Residential	950	23	55,170	21,850				21,850
GRV - Commercial/Industrial	950	14	58,080	13,300				13,300
GRV - Townsites	950	8	17,185	7,600				7,600
UV - Broadacre Rural	950	75	5,167,140	71,250				71,250
Sub-Totals		182	5,383,221	172,900	0	0	0	172,900
Ex Gratia Rates							-	2,229,216
Movement in Excess Rates							0	0
Total Amount of General Rates							0	2,229,216
Specified Area Rates							0	0
Ex Gratia Rates							0	0
Total Rates							0	2,229,216

All land except exempt land in the Shire of Pingelly is rated according to its Gross Rental Value (GRV) in townsites or Unimproved Value (UV) in the remainder of the Shire.

The general rates detailed above for the 2020/21 financial year have been determined by Council on the basis of raising the revenue required to meet the deficiency between the total estimated expenditure proposed in the budget and the estimated revenue to be received from all sources other than rates and also bearing considering the extent of any increase in rating over the level adopted in the previous year.

The minimum rates have been determined by Council on the basis that all ratepayers must make a reasonable contribution to the cost of the Local Government services/facilities.

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

7. OPERATING STATEMENT

	July 2021 Actual \$	2021/22 Adopted Budget \$	2020/21 Actual \$
OPERATING REVENUES			
Governance	5,704	58,025	68,685
General Purpose Funding	400	2,890,027	3,429,666
Law, Order, Public Safety	14,249	319,089	77,139
Health	0	1,900	1,992
Education and Welfare	136	18,270	22,872
Housing	0	0	0
Community Amenities	7,494	211,250	207,969
Recreation and Culture	2,895	496,612	900,743
Transport	135,139	1,221,887	1,920,868
Economic Services	2,877	45,050	48,489
Other Property and Services	(1,300)	40,227	103,415
TOTAL OPERATING REVENUE	167,594	5,302,337	6,781,838
OPERATING EXPENSES			
Governance	20,834	425,457	507,010
General Purpose Funding	14,096	207,821	160,139
Law, Order, Public Safety	7,358	497,159	230,095
Health	12,972	176,477	140,383
Education and Welfare	4,257	113,328	68,026
Housing	0	0	0
Community Amenities	12,203	398,447	371,738
Recreation & Culture	25,171	1,509,842	1,432,631
Transport	48,184	2,902,952	2,321,179
Economic Services	23,085	410,577	245,407
Other Property and Services	(30,508)	19,174	71,277
TOTAL OPERATING EXPENSE	137,652	6,661,234	5,547,886
CHANGE IN NET ASSETS RESULTING FROM OPERATIONS	29,942	(1,358,897)	1,233,952

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

8. STATEMENT OF FINANCIAL POSITION

	July 2021 Actual \$	2020/21 Actual \$
CURRENT ASSETS		
Cash and Cash Equivalents	1,592,873	1,503,682
Investments Current	5,000	5,000
Trade and Other Receivables	525,378	706,989
Inventories	13,378	13,378
Restricted Cash - Bonds & Deposits	10,951	13,143
TOTAL CURRENT ASSETS	2,147,580	2,242,192
NON-CURRENT ASSETS		
Other Receivables	190,130	190,130
Inventories	0	0
Property, Plant and Equipment	19,663,777	19,635,225
Infrastructure	67,181,489	67,173,997
Investments Non Current	55,355	55,355
TOTAL NON-CURRENT ASSETS	87,090,751	87,054,707
TOTAL ASSETS	89,238,331	89,296,899
CURRENT LIABILITIES		
Trade and Other Payables	699,396	785,714
Long Term Borrowings	175,091	175,091
Provisions	417,350	417,350
Bonds & Deposits Liability	10,951	13,143
TOTAL CURRENT LIABILITIES	1,302,788	1,391,298
NON-CURRENT LIABILITIES		
Trade and Other Payables	305,424	305,424
Long Term Borrowings	3,060,298	3,060,298
Provisions	1,590	1,590
TOTAL NON-CURRENT LIABILITIES	3,367,312	3,367,312
TOTAL LIABILITIES	4,670,100	4,758,610
NET ASSETS	84,568,231	84,538,289
EQUITY		
Retained Surplus	32,755,336	32,725,395
Reserves - Cash Backed	195,089	195,089
Revaluation Surplus	51,617,806	51,617,806
TOTAL EQUITY	84,568,231	84,538,290

SHIRE OF PINGELLY

NOTES TO AND FORMING PART OF THE STATEMENT OF FINANCIAL ACTIVITY

FOR THE PERIOD 1 JULY 2021 TO 31 JULY 2021

9. FINANCIAL RATIOS

	2021 YTD	2020
Current Ratio	1.64	4.86
Operating Surplus Ratio	(0.51)	0.82

The above ratios are calculated as follows:

Current Ratio

$$\frac{(\text{Current Assets MINUS Restricted Assets})}{(\text{Current Liabilities MINUS Liabilities Associated with Restricted Assets})}$$

Purpose:

This is a modified commercial ratio designed to focus on the liquidity position of a local government that has arisen from past year's transactions.

Standards:

The standard is not met if the ratio is lower than 1:1 (less than 100%)

Below Std

The standard is met if the ratio is greater than 1:1 (100% or greater)

Std met

A ratio less than 1:1 means that a local government does not have sufficient assets that can be quickly converted into cash to meet its immediate cash commitments.

This may arise from a budget deficit from the past year, a Council decision to operate an overdraft or a decision to fund leave entitlements from next year's revenues.

Operating Surplus Ratio

$$\frac{(\text{Operating Revenue MINUS Operating Expense})}{(\text{Own Source Operating Revenue})}$$

Purpose:

This ratio is a measure of a local government's ability to cover its operational costs and have revenues available for capital funding or other purposes.

Standards:

Basic Standard is not met less than < 1% (< 0.01)

Below Std

Basic Standard between 1% and 15% (0.01 and 0.15)

Basic Std

Advanced Standard greater than > 15% (>0.15).

Adv Std

SHIRE OF PINGELLY RESTRICTED CASH RECONCILIATION 31 July 2021						
Restricted Grants/Funds Received	Projects	GL/Job Account	Total Restricted Funds	Actual Expenditure current year 2020/21	Actual Expenditure current year 2021/22	Restricted Funds Remaining
Memorial Park Project	Recreation & Culture	11IP	900,000.00	815,018.98		84,981.02
Pasture Street (R2R Funding)	Transport	1201	30,624.00	1,560.00		29,064.00
Review Street (R2R Funding)	Transport	1201	46,156.00	1,020.00		45,136.00
North Bannister Road (RRG Funding)	Transport	1200	36,209.95	0.00		36,209.95
Town Hall Maintenance and Improvements	Recreation & Culture	11EH	23,867.62	18,984.12		4,883.50
Pingelly Central Driver Reviver Point - Town Hall (Dept of Infrastructure)	Recreation & Culture	11ED	117,950.00	0.00		117,950.00
Live & Local Music	Recreation & Culture	1180	13,000.00	4,186.36		8,813.64
Roadside Vegetation Clearing	Transport	1274	124,495.38	71,314.73		53,180.65
AWARE - Regional Recovery Exercise	Law Order & Public Safety	0555	14,500.00	0.00		14,500.00
Department of Fire and Emergency Services (DFES) Fire Mitigation	Law Order & Public Safety	588	110,500.00	0.00		110,500.00
Sub Total						505,218.76
Total Restricted Grant Funds						505,218.76
Available Cash		GL/Job Account	Interest Rate			Balance
Municipal Bank	Muni Fund Bank	0111	0			166,968.30
Municipal Bank	Muni Fund Interest Bearing A/C	0111	0.05%			1,230,265.90
Municipal Bank - TDA	Muni Fund Bank TDA	0111				0.00
Municipal Bank	Till Float SES	0112				50.00
Municipal Bank	Till Float	0113				200.00
Municipal Bank	Petty Cash on hand	0114				300.00
Total Cash						1,397,784.20
Less Restricted Cash						(505,218.76)
Total Unrestricted Cash						892,565.44

15.2 Accounts Paid by Authority – July 2021

File Reference: ADM0066
Location: Not Applicable
Applicant: Not Applicable
Author: Finance Officer
Disclosure of Interest: Nil
Attachments: List of Accounts
Previous Reference: Nil

Summary

Council is requested to receive the list of accounts paid by authority for the month of July 2021.

Background

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

Comment

Unless otherwise identified, all payments have been made in accordance with Council's adopted 2020/21 Budget.

Consultation

Nil

Statutory Environment

Regulation 12 of the *Local Government (Financial Management) Regulations* provides that:

- (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.

Regulation 13 of the *Local Government (Financial Management) Regulations* provides that:

- (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;
 - (b) the amount of the payment;
 - (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;
 - (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

There are no policy implications arising from this amendment.

Financial Implications

There are no known financial implications upon either the Council's current budget or long-term financial plan.

Strategic Implications

Goal 5	Innovation Leadership and Governance
Outcome 5.6	Financial systems are effectively managed
Strategy 5.6.1	Financial management and reporting systems are able to deliver on all administrative and management functions (including reporting) and long-term financial planning requirements

Risk Implications

Risk	Failure to present a detailed listing of payments in the prescribed form would result in non-compliance with the Local Government (Financial Management) Regulations 1996, which may result in a qualified audit.
Risk Rating (Prior to Treatment or Control)	Low (2)
Principal Risk Theme	Reputational / Legislative
Risk Action Plan (Controls or Treatment Proposed)	Nil

Consequence Likelihood		Insignificant 1	Minor 2	Moderate 3	Major 4	Catastrophic 5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Simple Majority

13048

Moved: Cr Wood

Seconded: Cr Hotham

Recommendation and Council Decision:

That Council receive the Accounts for Payments for July 2021 as authorised under delegated authority and in accordance with the Local Government (Financial Management) Regulations 1996:

To 30 July 2021:

Municipal Account	\$276,934.24
Trust Licensing Account	\$32,900.95
Trust Account	\$50.00

CARRIED 8/0

16. DIRECTORATE OF TECHNICAL SERVICES

16.1 Proposed Second Shed

File Reference: A4155
Location: Lot 390 – 60 Pitt Street
Applicant: F & S Traber
Author: Administration Officer Technical
Disclosure of Interest: Nil
Attachments: Nil
Previous Reference: Nil

Summary

Council to consider an application for an additional shed at Lot 390 – 60 Pitt Street, Pingelly.

Background

The applicant has submitted an application for development consent for a proposed second shed with an area of 60m² at Lot 390 – 60 Pitt Street. There are already existing sheds on the property one which has an area of 100m² and erected in 2018 along with 2 older sheds with a total area of 38m² in area which will create a total outbuilding area of 196m².

This application is required to be referred to Council as the new shed will create a larger outbuilding area bringing it over the requirements of 75m² for the residential zoning of R10/R20 as referenced in the Shire of Pingelly's Policy 13.2 Outbuildings.

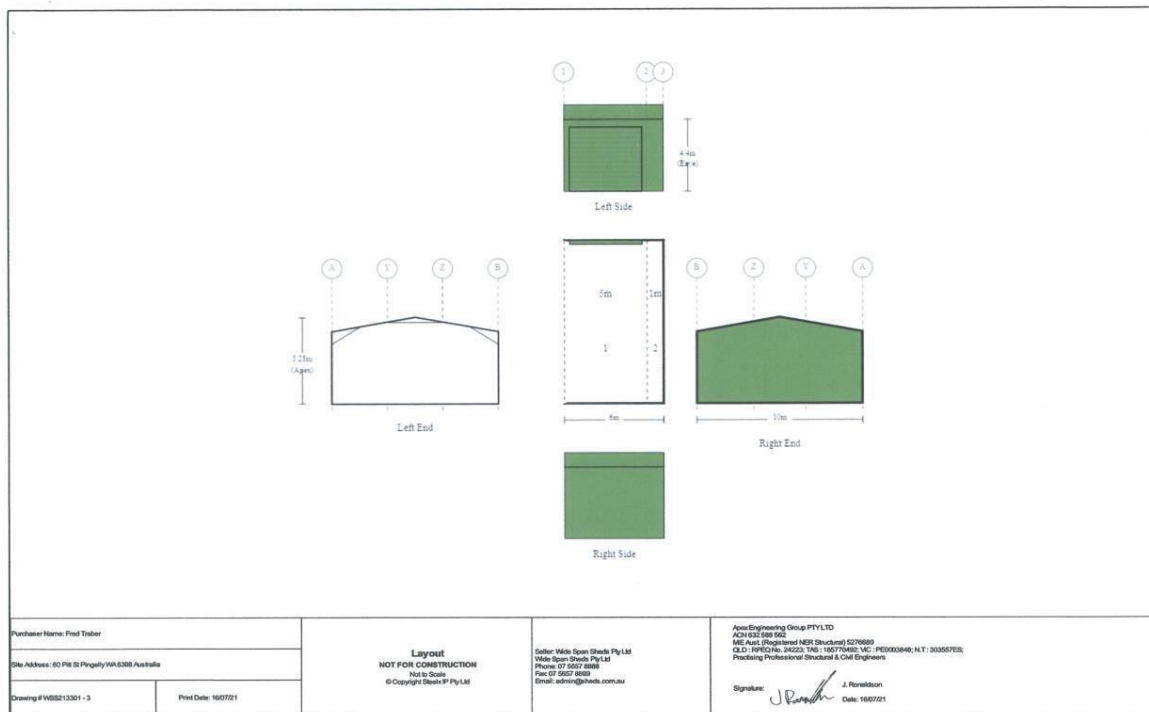
Comment

The shed is proposed to be located at Lot 390 – 60 Pitt Street, Pingelly, which is zoned residential with an R10/R20 code and a total lot area of 14886m². The shed will be constructed in colorbond materials and be located on the eastern boundary of the property setback 10m from that boundary abutting but not joining the existing shed.

The shed will have a total area of 60m² with a gable height of 5.282m and will be used for the storage of a caravan. With the existing sheds on the property totalling 136m² will create a total outbuilding area of 196m².

There will be no over shadowing issues with neighbouring properties because of the area size of Lot 390 – 60 Pitt Street and the shed is setback back some distance from the adjoining properties which are vacant land.

There will be no overshadowing issues with neighbouring properties due to the size of the property and distances buildings are from boundaries.



Consultation

No consultation required.

Statutory Environment

Shire of Pingelly's Local Planning Scheme No.3

Policy Implications

“Outbuildings that do not detract from the streetscape or the visual amenity of the residents or neighbouring properties.”

Buildings are to comply with any local planning policy made under the Scheme in respect of the design of carports and garages, including the colour, scale, materials and roof pitch of buildings. This policy provides design requirements for carports and garages; however it does not interfere with any other requirement of the Residential Design Codes relating to carports and garages.

This policy does not alter or change in any way the acceptable development criteria of the *Residential Design Codes currently in force*.

Within all “Residential” and “Rural Residential” zoned areas of the Shire and on Farming zoned lots with an area of 2ha or less except as otherwise stated, planning consent for all outbuildings is required. If planning consent is granted, building approval will be issued for outbuildings which are appurtenant to a dwelling, provided all boundary setbacks and building separation requirements have been complied with, the building is of single storey construction, located behind any residence on-site and provided the proposed development complies with the following:

1. In any residential zone with an R10 code or above in the Shire:
 - a. Non-masonry construction, where the total non-masonry outbuilding area does not exceed 60m² and the total outbuilding area does not exceed 75m²;
 - b. Masonry or other approved construction, where the total outbuilding area has walls constructed of the same materials and appearance as the house and does not exceed 75m² and no parapet wall is greater in length than 8m;
 - c. Wall height of any outbuildings not to exceed 3m. This height limitation also applies to parapet walls. In the case of gable roof construction, the maximum building height is not to exceed 4.2m;
 - d. Prior to considering a parapet wall construction over 8m in length, the applicant will present Council with written agreement to the same by any affected adjoining landowner;
 - e. No planning consent or building licence approval will be granted or issued for any outbuildings, on any Residential zoned lot, which does not contain a residence;
 - f. The applicant providing the Shire with a written undertaking that the outbuilding constructed, will only be used for the purpose permitted within the zone in which it is located, under the provisions of the Shire’s operative Local Planning Scheme;
 - g. Any development application which does not comply with the above, shall be referred to Council for consideration.

Financial Implications

There are no known financial implications.

Strategic Implications

Goal 3	Built Environment
Outcome 3.2	New development (including commercial) is of a high quality and contributes positively to the character and appearance of the town.
Strategy 3.2.1	Encourage new developments to be designed and built in a way that reduces pressure on and demand for resources (e.g. energy efficiency and water conservation) and gives priority to development/ infill of currently zoned land.

Risk Implications

Risk	The key risk arises from the failure to consult with neighbouring properties resulting in complaints.
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	This has been managed through the consultation process.
Risk Rating (Prior to Treatment or Control)	Low (4)
Principal Risk Theme	Reputational
Risk Action Plan (Controls or Treatment Proposed)	Nil

Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Medium (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Medium (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Medium (6)	Medium (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Medium (6)	Medium (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Medium (5)

Voting Requirements

Simple majority

13049

Moved: Cr Freebairn

Seconded: Cr Narducci

Recommendation and Council Decision:

That Council grant planning approval for the proposed second shed for caravan storage at Lot 390 – 60 Pitt Street, Pingelly which is to be used ancillary to the dwelling and not for commercial purposes.

CARRIED 8/0

17. ELECTED MEMBERS MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

18. NEW BUSINESS OR URGENT BUSINESS INTRODUCED BY DECISION OF THE MEETING

New business of an urgent nature introduced by decision of the meeting. Best practice provides that Council should only consider items that have been included on the Agenda (to allow ample time for Councillors to research prior to the meeting) and which have an Officer Report (to provide the background to the issue and a recommended decision).

19. CLOSURE OF MEETING

The Chairman declared the meeting closed at 2.44pm

These minutes were confirmed by Council at the Ordinary Council Meeting held on 15 September 2021.

Signed.....
Presiding Person at the meeting at which the minutes were confirmed.