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Council Agenda

Shire of Pingelly

Ordinary Council Meeting

Wednesday 19 August 2026

2:00 pm

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Pingelly, positive by nature. Let's grow together!



Shire of Pingelly

Notice of Meeting

Notice is given that a meeting of the Council will be held in the Council Chambers, 17 Queen Street on Wednesday 19 August 2026, commencing at 2pm.

Your attendance is respectfully requested.

Disclaimer

The recommendations contained in this agenda are officers' recommendations only and should not be acted upon until Council has resolved to adopt those recommendations. The resolutions of Council should be confirmed by perusing the minutes of the Council meeting at which these recommendations were considered. Members of the public should also note that they act at their own risk if they enact any resolution prior to receiving official written notification of Councils decision.

A handwritten signature in black ink, appearing to be "A. Dover", is located to the left of the name and title.

Andrew Dover
Chief Executive Officer

PUBLIC QUESTION TIME INFORMATION

The Shire of Pingelly welcomes community participation during public question time. This document is to be read in conjunction with the *Shire of Pingelly Standing Orders Local Law 2017* and the *Local Government Act 1995* and the *Local Government (Administration) Regulations 1996*.

1. A member of the public who raises a question during question time must:
 - a. be in attendance at the meeting;
 - b. first state their name and address;
 - c. direct the question to the Presiding Member;
 - d. ask the question briefly and concisely;
 - e. limit any preamble to matters directly relevant to the question; and
 - f. ensure that the question is not accompanied by any expression of opinion, statement of fact or other comment, except where necessary to explain the question.
2. Each member of the public with a question is entitled to ask up to 3 questions before other members of the public will be invited to ask their questions.
3. Where a member of the public seeks a written response to their questions to be tabled at a meeting, the member of the public must submit their questions to Council by no later than 12 noon on the day prior to the meeting date of which the response is to be tabled.
4. Where a member of the public submits their questions after 12 noon on the day prior to the meeting date of which the response is to be tabled, a written response may be provided at the discretion of the presiding member.
5. Where a member of the public submits a written question after 12 noon the day prior to the meeting at which they are to be tabled, a verbal response may be provided at the meeting.
6. A member of the public may ask questions without notice at a meeting, provided they present a written copy of their questions to Council prior to the commencement of the meeting.

Questions may be submitted by e-mail to admin@pingelly.wa.gov.au.

Risk Framework

Consequence Rating

Impact	Health	Financial	Service Interruption	Compliance	Reputational	Property	Environment
Insignificant	Negligible injuries	Less than \$2,000	No material service interruption	No noticeable regulatory / statutory impact	Low impact, single complaint, low profile or 'no news' item	Inconsequential or no damage	Contained, reversible impact managed on site response
Minor	First aid injuries	\$2,001 - \$10,000	Short term temporary interruption – backlog cleared < 1 day	Some temporary non-compliance	Low impact, a small number of complaints	Localised damage rectified by routine internal procedures	Contained, reversible impact managed by internal response
Moderate	Medical type injuries <5 days	\$10,001 - \$50,000	Medium term temporary interruption – backlog cleared by additional resources < 1 week	Short term non-compliance but with significant regulatory requirements imposed	Public embarrassment, moderate impact, low or moderate news profile	Localised damage requiring external resources to rectify	Contained, reversible impact managed by external agencies
Major	Lost time injury >5 days	\$50,001 - \$200,000	Prolonged interruption of services – additional resources; performance affected < 1 month	Non-compliance results in termination of services or imposed penalties	Public embarrassment, high impact, high news profile, third party actions	Significant damage requiring internal & external resources to rectify	Uncontained, reversible impact managed by a coordinated response from external agencies
Catastrophic	Fatality, permanent disability	More than \$200,000	Indeterminate prolonged interruption – non-performance > 1 month	Non-compliance results in litigation, criminal charges or significant damages	Public embarrassment, very high multiple impacts, high widespread multiple news profile, third party actions	Extensive damage requiring prolonged period of restitution. Complete loss of property	Uncontained, irreversible impact

Likelihood Rating

	Description
Almost Certain	The event is expected to occur in most circumstances > once per year > 90% chance of occurring
Likely	The event will probably occur in most circumstances At least once per year 60% - 90% chance of occurring
Possible	The event should occur at some time At least once in 3 years 40% - 60% chance of occurring
Unlikely	The event could occur at some time At least once in 3 years 10% - 40% chance of occurring
Rare	The event may only occur in exceptional circumstances Less than once in 15 years < 10% chance of occurring

Risk Matrix

Consequence Likelihood	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	M (5)	H (10)	H (15)	E (20)	E (25)
Likely	L (4)	M (8)	H (12)	H (16)	E (20)
Possible	L (3)	M (6)	M (9)	H (12)	H (15)
Unlikely	L (2)	L (4)	M (6)	M (8)	H (10)
Rare	L (1)	L (2)	L (4)	L (4)	M (5)

Risk Acceptance Criteria

	Description	Criteria	Responsibility
Low (L)	Acceptable	Acceptable with adequate controls, managed by routine procedures and subject to annual monitoring	Staff Member
Moderate (M)	Monitor	Acceptable with adequate controls, managed by specific procedures, subject to semi-annual monitoring	Senior Manager
High (H)	Urgent action	Acceptable with effective controls, managed by senior management, subject to monthly monitoring	Senior Manager
Extreme (E)	Unacceptable	Only acceptable with excellent controls and all treatment plans to be explored and implemented where possible, managed by the CEO and subject to continuous monitoring	CEO

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1. DECLARATION OF OPENING / ANNOUNCEMENT OF VISITORS

The Chairman to declare the meeting open.

2. ACKNOWLEDGEMENT OF COUNTRY

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

3. ANNOUNCEMENTS BY THE PRESIDING MEMBER

Please turn your mobile phones to silent, any calls are to be taken outside of the Chambers.
Thank you.

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

5. RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE

Nil.

6. PUBLIC QUESTION TIME

Please see Public Question Time Information on page 3.

7. APPLICATIONS FOR LEAVE OF ABSENCE

8. DISCLOSURES OF INTEREST

Councillors/Staff are reminded of the requirements of s5.65 of the *Local Government Act 1995*, to disclose any interest during the meeting when the matter is discussed, and also of the requirement to disclose an interest affecting impartiality under the Shire's Code of Conduct for Council Members, Committee Members and Candidates and the Code of Conduct for Employees.

9. CONFIRMATION OF MINUTES OF PREVIOUS MEETINGS

9.1. Confirmation of Minutes of Previous Meetings – 15 July 2026

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 required

Recommendation:

That the Minutes of the Ordinary Meeting of the Council of the Shire of Pingelly held in the Council Chambers on 15 July 2026 be confirmed.

Moved: _____ Seconded: _____

10. PETITIONS / DEPUTATIONS / PRESENTATIONS / SUBMISSIONS

11. ITEMS BROUGHT FORWARD DUE TO PERSONS ATTENDING

12. REPORTS OF COMMITTEES

12.1. Reports of Committees of Council

- | | |
|------------------------------------|---|
| • Audit & Risk Committee | Full Council |
| • Bush Fire Advisory Committee | Member – Cr Hotham
Deputy – Shire President |
| • CEO Performance Review Committee | Member – Shire President
Member – Deputy President
Member – Cr Hotham |

Voting Requirements:

Simple Majority required

Audit Committee Recommendation:

That Council notes the minutes of the Audit and Risk Committee meeting dated 19 August 2026.

Moved: _____ Seconded: _____

Voting Requirements:

Simple Majority required

Audit Committee Recommendation:

That Council adopts the Compliance Audit Return (CAR) for the 2025 calendar year presented as attached.

Moved: _____ Seconded: _____

12.2. Reports of Council Delegates on External Committee

- | | |
|--|--|
| • Central Country Zone of WALGA | Delegate – Shire President
Delegate – Deputy President
Deputy – Full Council
Deputy – CEO |
| • Hotham-Dale Regional Road Sub-Group | Delegate – Deputy President
Deputy – Cr Trethewey
Alternate Deputy – Cr Hotham |
| • Pingelly Recreation & Cultural Centre Board | Member – Shire President |
| • Development Assessment Panel | Delegate – Cr Cheney
Delegate – Cr Summers
Deputy – Cr Howell
Deputy – Cr Trethewey |
| • Pingelly Tourism Group | Delegate – Cr Hotham
Deputy – Cr Trethewey |
| • Shires of Pingelly and Wandering Joint
Local Emergency Management Committee | Delegate – Shire President
Delegate – Deputy President
Deputy – Cr Cheney |
| • Pingelly Early Years Network | Delegate – Cr Summers
Deputy – Shire President |
| • Pingelly Community Wellbeing Plan Working Group | Delegate – Shire President
Deputy – Cr Howell |
| • Pingelly Museum and Historical Group | Delegate – Cr Hotham
Deputy – Cr Trethewey
Deputy – Cr Summers |

13. REPORTS OF COUNCILLORS

13.1. Reports of President

President on approved leave.

13.2. Memorials

The Chairman to ask Councillors if there are any memorials to be noted in the minutes.

13.3. Celebrations

The Chairman to ask Councillors if there are any commemorations to be noted in the minutes.

14. OFFICE OF THE CHIEF EXECUTIVE OFFICER

14.1. Artist in Residence Trial

File Reference:	ADM0777
Location:	Lot 832, Portion of Reserve 10207 (Pingelly Railway Station)
Applicant:	Dianne Mainwaring
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Template Artist in Residence Agreement
Previous Reference:	Nil

Summary

For Council to adopt a twelve (12) month trial of an Artist in Residence program at the Pingelly Railway Station, Lot 832, Portion of Reserve 10207, Pingelly.

Background

Discussions have been held between the Shire and local artist Ms Dianne Mainwaring regarding potential locations for an artist in residence and community gallery. Following those discussions, the vacant Pingelly Railway Station was identified as a suitable site.

The Pingelly Railway station includes an area suitable for an artist's studio and gallery, with kitchen and bathroom facilities. The space provides an opportunity for a resident artist to create and exhibit work on-site, while helping to keep the Gallery open and active for visitors as part of the Shire's broader arts, culture and heritage program.

The Shire of Beverley's Station Gallery has operated a year-round Artist in Residence program from its historic railway station since 2006, hosting a different artist most months and culminating in regular exhibitions and workshops; it is now a well-established regional drawcard alongside the adjoining Platform Theatre. Narrogin Heritage Railway Station also runs an Artist in Residence program, inviting visual artists, writers and performing artists to work on-site. These examples demonstrate the viability of pairing a heritage building with an ongoing artist residency and community gallery.

Comment

It is proposed that the arrangement be adopted on a twelve (12) month trial basis, to allow Council to assess its community, cultural and operational benefits before considering it on an ongoing footing. Officers have prepared a template Artist in Residence Agreement that sets out an in-kind residency arrangement:

- no stipend or wage is paid to the Artist,
- use of one room for an open artist's studio where the community can observe the artist working;
- use of one room as a gallery for sale of works by the Artist and other artists, operated by the Artist;
- the building to be open the public at fixed, published days and times;

The Artist operates independently under their own ABN and is required to hold public liability insurance covering all activities carried out under the Agreement.

Officers propose that the trial commence with Ms Dianne Mainwaring engaged as the initial Artist in Residence for a six (6) month term. Subsequent artist(s) would then be identified and engaged on the same in-kind basis and using the same template Agreement, for the remainder of the twelve (12) month trial period.

It is recommended that Council delegate authority to the Chief Executive Officer to select and engage subsequent artist(s) in residence for the balance of the trial, so that the Gallery can remain active between placements without the need for a further Council decision for each individual artist. A brief report on the trial, including any recommendation on its continuation, would be brought back to Council prior to the twelve (12) month period ending.

Consultation

Initial discussions have been held between staff and Ms Dianne Mainwaring.

Statutory Environment

Nil.

Policy Implications

The Shire does not currently have a policy specific to artist residencies. Should the trial proceed past the initial 12-month trial period, officers propose that the experience inform the development of a Council policy governing future Artists in Residents arrangements.

Financial Implications

Nil.

Strategic Implications

Outcome 1. Pingelly is an acclaimed hub of creativity, culture and heritage in the Wheatbelt.
Objective 1.1. Grow community and visitor involvement in art, crafts and community events.
Objective 1.3. Preserve and showcase our rich local history and heritage.
Outcome 8. Sustainable economic growth with decent learning opportunities and work for all.
Objective 8.1. Create and support opportunities to diversify and grow the economy.

Risk Framework

Risk:	If the trial does not deliver the anticipated community or cultural benefit, and if the Studio and Gallery are not consistently open during the trial period.		
Consequence Theme:	Reputational	Impact:	Minor
Consequence:	Low impact, limited to a small number of complaints or reduced visitation during the trial period.		
Likelihood Rating:	Possible	Risk Matrix:	Low (6)
Action Plan:	Risk is acceptable with adequate controls, managed via the fixed opening days/times in the Agreement.		

Voting Requirements:

Simple Majority required

Officers Recommendation:

That Council:

1. **Adopt a twelve (12) month trial of the Artist in Residence program at the Pingelly Railway Station, in accordance with the template Artist in Residence Agreement;**
2. **Approve the engagement of Ms Dianne Mainwaring as the initial Artist in Residence for a six (6) month term;**
3. **Delegate the Chief Executive Officer to engage subsequent artists in residence for the remainder of the twelve (12) month trial period, on the same in-kind basis and using the same template Agreement.**
4. **Note that a report on the trial, including any recommendation on its continuation, will be presented to Council prior to the conclusion of the twelve (12) month period.**

Moved: _____ Seconded: _____

SHIRE OF PINGELLY

Artist in Residence Agreement

Pingelly Railway Studio and Gallery
In-Kind Residency | Premises Partnership



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1. Parties

This Agreement is made on the date set out in the Variable Terms table, between:

- (a) Shire of Pingelly, of 17 Queen Street, Pingelly WA 6308 (the “Shire”); and
- (b) the artist named, with their ABN and address, in the Variable Terms table (the “Artist”),

together “the Parties”.

2. Background

- 2.1 The Shire operates a community arts facility within the Pingelly Railway Station precinct, known as the Pingelly Railway Studio and Gallery (the “Premises”), as part of its arts, culture and heritage program.
- 2.2 The Shire wishes to host an artist in residence to create and exhibit work at the Premises, engage with the local community, and help bring the Premises to life for visitors.
- 2.3 This is an in-kind residency. The Shire does not pay the Artist a stipend, wage or fee. The Artist operates under their own ABN as an independent artist and is not an employee, agent, partner or volunteer of the Shire. In exchange for the residency benefits described in clause 5, the Artist contributes to the Premises' day-to-day presence as described in clause 7.
- 2.4 This Agreement sets out the basis on which the residency and Premises partnership will operate.

3. Definitions

Consignor means an artist, other than the Artist, who displays or offers a work for sale at the Premises with the Artist's agreement.

Consigned Work(s) means a work belonging to a Consignor that is displayed or offered for sale at the Premises under clause 7.7.

Premises means the Pingelly Railway Studio and Gallery operated by the Shire at the Pingelly Railway Station, comprising the Studio Area, Gallery Area, foyer, toilet and platform area, as described in clause 4.

Premises Activities means the tasks described in clause 7, undertaken by the Artist as part of this in-kind, no-cash arrangement.

Residency means the period described in clause 6 during which the Artist occupies and uses the Premises under this Agreement.

Works means all artworks, craft items, and other creative output made or displayed by the Artist during the Residency.

4. The Premises

- 4.1 The Premises comprise the following areas at the Pingelly Railway Station:
 - Studio Area — used for the Artist's own creative practice, visible or accessible to visitors during open hours;
 - Gallery Area — used for rotating displays of the Artist's Works and works by other community artists;
 - Platform Area — the adjoining outdoor platform space, used for outdoor display or events;

- Foyer — the shared entry area for visitors;
 - A single toilet.
- 4.2 This description is fixed for the purposes of this template and does not need to be re-confirmed for each residency unless the physical space changes.

5. Residency Benefits Provided by the Shire

- 5.1 In consideration of the Artist's Premises Activities under clause 7, the Shire will provide the Artist with the following in-kind benefits:
- Use of the Studio Area within the Premises described in clause 4, for the Residency term;
 - Access to shared equipment and materials (e.g. easels, display fittings, basic tools) listed in Schedule 1, on a shared and "as available" basis;
 - Promotion of the Artist and the Residency through the Shire's community newsletter, website and social media channels;
 - Inclusion of the Artist's Works in displays at the Premises and, where applicable, Shire-run community events (e.g. Pingelly Christmas Village, Heritage Festival);
 - Any other in-kind items agreed between the Parties, such as reasonable utilities, signage, or opening event support.
- 5.2 The Shire does not provide accommodation, a stipend, materials for sale stock, financial assistance, insurance of the Artist's personal property, or superannuation under this Agreement unless expressly stated above.

6. Term

- 6.1 The Residency will commence and end on the dates set out in the Variable Terms table below (the "Term"), unless ended earlier under clause 13.
- 6.2 The Parties may agree in writing to extend or renew the Term. Any extension does not change the in-kind, no-employment nature of the arrangement.

7. The Artist's Role at the Premises

- 7.1 As a partner in bringing the Premises to life, the Artist contributes the following Premises Activities:
- Opening and closing the Premises to the public at the fixed days and times set out in the Variable Terms table;
 - Being present and visibly creating Works in the Studio Area during those same fixed days and times, so visitors can see the Premises and the Artist's practice at their best;
 - Basic curation and rotation of displayed works, including the Artist's own Works and works on loan from other community artists;
 - Welcoming and engaging with visitors, and sharing information about the Premises, the Artist's practice, and the Shire's arts program;
 - Keeping the Premises clean, tidy and presentable during opening hours;
 - Securing the premises at close (locking up and safe handling of the key issued under clause 9);
 - Referring any visitor sales enquiries to the relevant artist, noting sales are handled outside this Agreement under clause 10.3;

- Reporting any maintenance issues, incidents, or security concerns to the Shire's Community Development Officer as soon as practicable.
- 7.2 The fixed days and times at clause 7.1 give both the Shire and the Artist certainty — visitors know when the Premises will be open and when the Artist will be working, and the Artist can plan their creative practice around them.
 - 7.3 The Artist may seek the Shire's assistance or a temporary adjustment to these arrangements in the event of illness, personal circumstances, or exhibition demands, by giving reasonable notice to the Shire.
 - 7.4 The Artist is responsible for maintaining a record of any works by other artists displayed or consigned for sale in the Gallery Area, including each Consignor's name, contact details, the Consigned Work(s) displayed, and any agreed price or commission arrangement.
 - 7.5 Unless the Artist and a Consignor agree otherwise in writing, the standard commission retained by the Artist on the sale of a Consigned Work is 10% of the sale price.
 - 7.6 Where a Consigned Work is sold, the buyer pays the Artist, who must remit the sale proceeds owing to the Consignor (less any agreed commission) to that Consignor within 14 business days of the sale.
 - 7.7 Before displaying or accepting a Consigned Work from a Consignor, the Artist must agree basic consignment terms with that Consignor, including at minimum the commission rate, payment timing, and responsibility for loss of or damage to the Consigned Work while it is at the Premises.
 - 7.8 The Artist must keep the register at Schedule 3 up to date at all times and make it available to the Shire on request, including for the purposes of any inspection under clause 9.4.

8. Status of This Arrangement

- 8.1 This Agreement does not create an employment relationship, partnership, joint venture, agency, or volunteering arrangement between the Parties. The Artist operates under their own ABN as an independent artist and is not an employee or volunteer of the Shire for any purpose, including for taxation, superannuation, workers' compensation, or long service leave.
- 8.2 The Artist must comply with all reasonable safety directions and must immediately report any injury, incident, near miss or hazard occurring at the Premises.
- 8.3 This Agreement is a licence for the Artist to occupy and use the Premises, in exchange for the Premises Activities at clause 7. The Artist is not covered by, or entitled to rely on, the Shire's volunteer insurance schemes. The Artist's own insurance under clause 12.2 is what covers the Artist while carrying out Premises Activities and their own art practice.
- 8.4 The Artist remains free to pursue their own art practice, sell their own Works, and engage in other paid or unpaid work outside the Premises Activities and Residency benefits described in this Agreement.

9. Facilities, Keys and Access

- 9.1 The Shire will provide the Artist with one (1) key to the Premises. The Artist must not copy or share this key without the Shire's written consent, and must report a lost key to the Shire immediately.
- 9.2 A condition report of the Studio Area and Gallery Area, and any equipment provided, will be completed jointly by the Parties at the start and end of the Term.

- 9.3 The Artist must take reasonable care of the Premises, fixtures, and any equipment provided. The Artist must not affix, drill, nail, paint, attach signage to, or otherwise modify any heritage fabric of the building without written approval. As the Premises is heritage-listed, any requested alterations must also have regard to applicable heritage conservation requirements.
- 9.4 The Artist must not store hazardous substances or undertake activities involving heat, flame, welding, kilns, chemical processes or potentially dangerous equipment without prior written approval from the Shire events.
- 9.5 The Shire reserves the right to enter and access the Premises at any time and for any purpose, including but not limited to inspection of the Premises and its condition, maintenance, repair or works to the building or grounds, compliance inspections or audits, emergency response, or any other purpose the Shire considers necessary in its capacity as owner of the Premises.
- 9.6 The Shire will make best efforts to inform the Artist of any works occurring at the Premises.
- 9.7 On expiry or earlier termination of this Agreement, the Artist must vacate the Premises, remove personal property and unsold Works within 14 business days, and return the key to the Shire.
- 9.8 On expiry or earlier termination of this Agreement, the Artist must, in respect of any Consigned Works then displayed in the Gallery Area, either transfer those Consigned Works to the incoming Artist in Residence, together with the records maintained under clause 7.4, or return them to the Consignor.

10. Intellectual Property and the Artist's Works

- 10.1 The Artist retains all intellectual property rights, including copyright and moral rights, in all Works they create during the Residency, unless otherwise agreed in writing.
- 10.2 The Artist grants the Shire a non-exclusive, royalty-free licence to photograph, reproduce and publish images of the Works for non-commercial promotional purposes, including the Shire's website, social media, newsletters and event promotion, with reasonable attribution to the Artist.
- 10.3 All sales of Works or Consigned Works displayed at the Premises are handled entirely outside this Agreement, whether by the Artist or by a Consignor. The Artist is responsible for all taxation, GST, ABN obligations and financial record keeping relating to the sale of works. The Shire is not a party to any sale, does not process payments, and does not take any commission. Pricing, payment and delivery of a sold Work or Consigned Work are matters for the Artist or Consignor and the buyer to arrange directly.
- 10.4 The Artist must maintain records of all sales and provide them to the Shire upon request. Any dispute between the Artist and a Consignor is solely between those parties.
- 10.5 Works are displayed entirely at the Artist's and Consignor's risk. The Shire is not responsible for loss, theft or damage except to the extent caused by the Shire's negligence.

11. Conduct and Community Standards

- 11.1 The Artist agrees to act courteously towards visitors to the Premises, Shire staff, and other volunteers, and to comply with the Shire's reasonable directions regarding public conduct, work health and safety, and use of Shire facilities.

- 11.2 The Artist must comply with all applicable laws and the Shire's relevant policies while performing Premises Activities, including the Shire's Code of Conduct and Work Health and Safety policy, copies of which will be provided to the Artist.
- 11.3 The Artist must keep all emergency exits at the Premises clear and unobstructed at all times, ensure exit signage remains visible, and ensure the Shire's emergency procedures are displayed and understood while the Artist is present at the Premises.
- 11.4 No offensive or inappropriate material may be displayed at the Premises.

12. Insurance and Liability

- 12.1 The Shire maintains public liability insurance covering the Premises and the Shire's own conduct as owner/occupier of the building. This does not extend to the Artist's own acts or omissions, as the Artist is not an employee or volunteer of the Shire (clause 8.1).
- 12.2 The Artist must hold and maintain their own public liability insurance, for a minimum of twenty million dollars (\$20,000,000.00), covering all activities carried out under this Agreement.
- 12.3 The Artist must provide the Shire with a current Certificate of Currency prior to accessing the Premises and upon each renewal of the policy.
- 12.4 Each Party is responsible for their own property and must take reasonable care to avoid causing loss or damage to the other Party or to third parties.
- 12.5 To the extent permitted by law, neither Party is liable to the other for indirect or consequential loss arising from this Agreement.

13. Termination

- 13.1 Either Party may end this Agreement by giving 30 days' written notice to the other.
- 13.2 The Shire may end this Agreement immediately, by written notice, if the Artist:
- breaches this Agreement and fails to remedy the breach within 14 days of being asked to do so;
 - engages in conduct that endangers the safety of visitors, staff or volunteers, or seriously damages the Premises or its reputation;
 - fails, without reasonable excuse, to be present for the fixed days/times at clause 7.1 for a continuous period of 2 weeks;
 - fails to provide or maintain the public liability insurance required under clause 12.2.
- 13.3 On termination or expiry, clauses 7.6 (remittance of sale proceeds), 9.6 (vacating the Premises), 9.7 (transfer or return of consigned works), 10 (IP and Works) and 12 (insurance and liability) continue to apply.

14. General

- 14.1 This Agreement may only be varied by written agreement signed by both Parties.
- 14.2 The Parties will first try to resolve any dispute by discussion between the Artist and the Shire's Community Development Officer, and if unresolved, by the Chief Executive Officer.
- 14.3 This Agreement is governed by the laws of Western Australia.
- 14.4 This Agreement records the entire understanding between the Parties about its subject matter and replaces all prior discussions or arrangements.

15. Variable Terms

Date of Agreement:	[DATE]
Artist full name:	[ARTIST FULL NAME]
Artist ABN:	[ARTIST ABN]
Artist address:	[ADDRESS]
Residency start date:	[START DATE]
Residency end date / Term length:	[END DATE / NUMBER weeks or months]
Fixed Premises open / Artist working days & times (cl. 7.1):	[e.g. Thursday–Sunday, 10am–2pm]
Shared equipment/materials provided (Schedule 1):	[reference — see Schedule 1]

16. Execution

Signed for and on behalf of the Shire of Pingelly:

Signature: _____

Date: _____

Name: _____

Position: Chief Executive Officer

Signed by the Artist:

Signature: _____

Date: _____

Name: the artist named in the Variable Terms table

Schedule 1 — Equipment and Materials Provided

- [Item 1]
- [Item 2]
- [Item 3]

Schedule 2 — Condition Report

Condition of the Studio Area, Gallery Area, Foyer, toilet and Platform Area, and any equipment, at commencement (attach photos if possible):

[insert]

Condition at end of Term:

[insert]

Schedule 3 — Inventory

Register of works by other artists displayed or consigned for sale in the Gallery Area (maintained under clause 7.4), and their transfer or return at the end of the Term (clause 9.7):

Item Description	Date Consigned	Original Artist		Price	Sold / Returned Date
		Name	Contact Details		

14.2. Proposed Lease of Shire Building – RSL Hall, 23 Parade Street, Pingelly

File Reference:	ADM0035
Location:	Shire of Pingelly
Applicant:	Pingelly RSL Sub-Branch
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Public Notice
	Submission from Ms Madeleine Smith

Summary:

For Council to consider the proposed lease of the RSL Hall, 23 Parade Street, Pingelly WA 6308, to the Pingelly RSL Sub-Branch.

Background:

The Shire owns the RSL Hall, 23 Parade Street, Pingelly, which has a historic association with the Pingelly RSL Sub-Branch. The Shire gave local public notice under section 3.58 of the Local Government Act 1995 of its intention to lease the building to the Pingelly RSL Sub-Branch for a period of 5 years with a 5-year option, at a peppercorn rental of \$1.00 per annum plus utilities. The notice invited submissions by 4:30pm Wednesday 12 August 2026.

The property is a single-storey building on Shire-owned land, comprising a single-storey dwelling with associated amenities. The proposed lease is to the Pingelly RSL Sub-Branch for the purpose of the Sub-Branch's operations and activities.



Comment:

One submission was received during the public notice period, from Ms Madeleine Smith. Ms Smith proposed an alternative use of the building as an Aboriginal History and Artefacts Museum and a space for teaching Noongar language to the community. Ms Smith's proposal was not made in response to, or in competition for, the advertised lease.

The RSL Hall has a long association with the Pingelly RSL Sub-Branch and continues to provide an important venue for commemorative and community activities supporting Pingelly's ex-service community. On this basis, it is recommended that Council proceed with the lease to the Pingelly RSL Sub-Branch as advertised.

Ms Smith's proposal has merit and reflects a genuine community and cultural benefit. As it does not relate to this building, a separate investigation of Ms Smith's proposal can be conducted by Officers, to consider whether an alternative Shire or other facility, may be available to support it. This would not affect the RSL Hall lease process being considered in this report.

Leasing Shire-owned community buildings to established community and ex-service organisations for a peppercorn rental is consistent with the Shire's past practice of supporting local community groups that provide broad community benefit at low ongoing cost to the Shire.

Under the proposed lease, the Pingelly RSL Sub-Branch will be responsible, at its own cost, for the ongoing upkeep and any improvements or fit-out of the building required for its use, in accordance with the standard lease terms. There is also potential for the Pingelly RSL Sub-Branch to sublease part of the building to other complementary community or ex-service groups, similar to arrangements the Shire has supported in other Shire-owned buildings, subject to the Shire's consent in accordance with the standard lease terms.

Consultation:

This proposal was advertised via the Shire website, Pingelly Times, Facebook page and noticeboard for more than 14 days. This constitutes 'local public notice' under the *Local Government Act 1995*, and one submission was received, from Ms Madeleine Smith, as outlined above.

Statutory Environment:

Leases are considered to be the disposal of property under the *Local Government Act 1995*.

Local Government Act 1995, Section 3.58 Disposing of property

- (3) *A local government can dispose of property other than under subsection (2) if, before agreeing to dispose of the property —*
- (a) it gives local public notice of the proposed disposition —*
 - (i) describing the property concerned; and*
 - (ii) giving details of the proposed disposition; and*
 - (iii) inviting submissions to be made to the local government before a date to be specified in the notice, being a date not less than 2 weeks after the notice is first given; and*
 - (b) it considers any submissions made to it before the date specified in the notice and, if its decision is made by the council or a committee, the decision and the reasons for it are recorded in the minutes of the meeting at which the decision was made.*

Policy Implications:

This lease is consistent with Council Policy 7.6 – Property Leased to Community Groups, which provides that the Shire may lease and licence land and buildings to local community groups at its discretion, on a cost neutral basis to the Shire.

Financial Implications:

The proposed peppercorn rental of \$1.00 per annum plus utilities represents a minimal direct financial return to the Shire. This is consistent with the Shire's approach to leasing community buildings to community organisations.

The RSL will be responsible for utility costs associated with its use of the building, as well as the cost of any upkeep, improvements or fit-out of the building. It is anticipated that the RSL will access grant funding for the improvement of the building at no cost to the Shire.

Strategic Implications:

Outcome 1. Pingelly is an acclaimed hub of creativity, culture and heritage in the Wheatbelt.
Objective 1.3. Preserve and showcase our rich local history and heritage.

Risk Implications:

Risk:	There is a minor risk that approving the RSL Hall lease without visibly progressing Ms Smith's proposal may be perceived by the community as the Shire not giving due weight to a genuine Aboriginal cultural and heritage initiative.		
Consequence Theme:	Reputational	Impact:	Moderate
Consequence:	Minor public criticism, low news profile, manageable through direct follow-up with Ms Smith regarding alternative options.		
Likelihood Rating:	Unlikely	Risk Matrix:	Low (4)
Action Plan:	Officers to make direct contact with Ms Smith following the Council decision to discuss alternative options for her proposal.		

Voting Requirements:

Simple Majority required

Officers Recommendation:

That Council:

- (1) Approves a 5-year lease with a 5-year option of the RSL Hall, 23 Parade Street, Pingelly WA 6308 to the Pingelly RSL Sub-Branch for the purpose of the Sub-Branch's operations and activities, for the cost of \$1.00 per annum plus utilities, in general accordance with the standard lease; and
- (2) Permits the Chief Executive Officer and Shire President to affix the Common Seal to the above-mentioned lease.

Moved: _____ Seconded: _____



Local Government Act 1995

**PROPOSED LEASE OF SHIRE BUILDING – RSL HALL, (141) 23 PARADE STREET
PINGELLY WA 6308**

The Shire of Pingelly hereby gives notice, in accordance with Section 3.58 of the *Local Government Act 1995*, of its intention to lease the RSL Building, located at 23 Parade Street, Pingelly WA 6308, to the Pingelly RSL Sub-Branch for a period of 5 years with an option to extend for a further 5 years.

The property is a single-storey building located on Shire-owned land and is to be leased for the purpose of the Pingelly RSL Sub-Branch's operations and activities. The building comprises a single-storey dwelling with associated amenities.

The proposed lease amount is \$1.00 per annum plus utilities.

Members of the public are invited to submit their comments regarding the proposed lease. Submissions must be addressed to the Chief Executive Officer and sent to the address below or emailed to admin@pingelly.wa.gov.au. All submissions must be received by the Shire Administration Office no later than 4:30 pm on Wednesday 12 August 2026.

A handwritten signature in black ink, appearing to be "A. Dover", written over a horizontal line.

Andrew Dover
Chief Executive Officer
Shire of Pingelly
17 Queen Street
Pingelly WA 6308

Attention: Chief Executive Officer

I am writing in regards to the Pingelly RSL Sub-Branch that has been advertised with lease for 5 years for the proposed amount of \$1.00 per annum plus utilities.

My name is Madeleine Smith and I am a proud Noongar women from the Southwest. I am currently living in Pingelly with my partner and 2 children. I am very passionate about my culture and love teaching it to others, I am a Noongar Language Teacher at Brookton District High School and I am also the Noongar Support Coordinator for the Wheatbelt.

I would love to be consider for this opportunity as I would love to open up a Aboriginal History and Artefacts Museum as well as a space for Noongar Language to be taught to the community if interested.

This would be a great opportunity for myself as well as the community as Pingelly background being an aboriginal community and still having high numbers living in town. Also as a tourist attraction when people are passing through on their travels.

I would love to sit down and have more of a deeper conversation with you in regards to this opportunity and what else it in details.

Thank you for taking the time to read through my application and look forward to hearing from you.

Kind regards,

Madeleine Smith

14.3. Renewal of Memorandum of Understanding – Community Emergency Services Manager (CESM) – Shires of Brookton, Corrigin and Pingelly

File Reference:	ADM0637
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Memorandum of Understanding – CESM – Shires of Brookton, Corrigin and Pingelly (2026)
Previous Reference:	OCM 19 August 2020 (confirming SCM 23 July 2020, Item 7.1, Resolution 12877)

Summary

Council is requested to endorse the renewal of the Memorandum of Understanding (MOU) between the Department of Fire and Emergency Services (DFES) and the Shires of Brookton, Corrigin and Pingelly for the continued joint employment of a Community Emergency Services Manager (CESM), and to authorise the Chief Executive Officer to execute the MOU on the Shire's behalf.

Background

At the Special Council Meeting held 23 July 2020, Council resolved the following:

That Council approve an allocation of up to \$26,250 for a Community Emergency Services Manager, for each of the 2020/21, 2021/22 and 2022/23 financial years, with the contribution for Year 1 to be assigned from the discretionary project's allocation in the 2020/21 Budget.

The original MOU established the Shire of Brookton as the host/employing Shire, with DFES, Corrigin and Pingelly contributing funding and support.

The initial three-year term of that arrangement has since concluded. DFES and the Shires of Brookton, Corrigin and Pingelly have negotiated a renewed MOU to continue the partnership for a further three-year term, reflecting updated employment on-costs, vehicle and operational costs, and the current DFES/Local Government cost-sharing ratio.

Comment

The renewed MOU (Attachment) retains the same overall structure as the original 2020 arrangement:

- The Shire of Brookton remains the employing Shire, responsible for the CESM's employment contract, payroll and day-to-day HR matters under the Local Government Officers' Award 2021.
- The CESM operates under the joint supervision of the DFES District Officer Narrogin and the Shire of Brookton Chief Executive Officer.
- The CESM is appointed as a Bush Fire Control Officer under section 38 of the Bush Fires Act 1954 in each participating Shire.
- The MOU is expressed to be non-binding – it is a framework for cooperation rather than a legally enforceable contract – consistent with the original 2020 arrangement.

The key change from the original arrangement is the cost-sharing ratio. Funding is now based on the combined rates assessment revenue of the three Shires, which places the arrangement in the \$3,000,001–\$10,000,000 tier under the MOU's funding table, resulting in DFES contributing 60% of costs and the Shires contributing the remaining 40%, split equally three ways between Brookton, Corrigin and Pingelly.

The MOU also updates the CESM vehicle specification and disposal requirements (Attachment 2 to the MOU) and reaffirms the dispute resolution and termination provisions (three months' written notice by any party, or termination by mutual agreement).

Consultation

The CEOs of the Shires of Brookton, Corrigin and Pingelly and DFES's Upper Great Southern region have negotiated the terms of the renewed MOU. No further external consultation is required, as the

MOU is an internal partnership agreement between the Shires and DFES rather than a matter requiring public notice.

Statutory Environment

Bush Fires Act 1954 (WA) – section 38, appointment of the CESM as a Bush Fire Control Officer.
Emergency Management Act 2005 (WA) – recovery management arrangements referenced in the MOU.

Local Government Officers' Award 2021 – conditions of employment for the CESM.

As the MOU is a non-binding partnership framework rather than a contract for the supply of goods or services, no separate tender or procurement process applies.

Policy Implications

The renewal of this MOU is consistent with the Shire's Corporate Business Plan action to support the joint employment of a Community Emergency Services Manager.

Financial Implications

The total annual cost of the CESM arrangement under the renewed MOU is \$186,743 (excluding GST), comprising employment costs (salary, on-costs, allowances) and operational costs (ICT, mobile phone, vehicle, uniforms/PPE, training and incident deployment).

Of this, DFES will contribute 60% (\$118,783 per annum), with the Shires contributing the remaining 40% (\$67,960 per annum). Split equally three ways between the Shires of Brookton, Corrigin and Pingelly, the Shire of Pingelly's contribution is approximately \$22,653 per annum, or approximately \$67,960 over the three-year term of the MOU, funded through the Shire's annual operating budget and invoiced quarterly in accordance with Attachment 1 of the MOU.

Strategic Implications

Outcome 1. Pingelly is an acclaimed hub of creativity, culture and heritage in the Wheatbelt.
Objective 1.1. Grow community and visitor involvement in art, crafts and community events.
Objective 1.3. Preserve and showcase our rich local history and heritage.

Risk Implications

Risk:	If the MOU is not renewed, CESM services will cease, reducing the Shire's capacity to resource bushfire preparedness, prevention and response activities.		
Consequence Theme:	Property, Environment	Impact:	Moderate
Consequence:	Localised damage requiring external resources to rectify. Contained reversible impact managed by external agencies.		
Likelihood Rating:	Possible	Risk Matrix:	Medium (9)
Action Plan:	Risk is acceptable with adequate controls, managed by routine procedures and subject to semi-annual monitoring.		

Voting Requirements:

Simple Majority required

Officers Recommendation:

That Council:

1. **Endorses the renewal of the Memorandum of Understanding for the provision of a Local Government Employed Community Emergency Services Manager (CESM) between the Department of Fire and Emergency Services and the Shires of Brookton, Corrigin and Pingelly, for a further three-year term; and**
2. **Authorises the Chief Executive Officer to execute the Memorandum of Understanding on behalf of the Shire of Pingelly.**

Moved: _____ Seconded: _____

MEMORANDUM OF UNDERSTANDING

(Non-Binding)

BETWEEN

Department of Fire and Emergency Services

ABN: 39 563 851 304
20 Stockton Bend Cockburn
Central WA 6164

AND

Shire of Brookton

ABN 74 164 408 055
14 White Street
Brookton WA 6306

AND

Shire of Corrigin

ABN 99 880 773 647
9 Lynch Street
Corrigin WA 6375

AND

Shire of Pingelly

ABN 30 389 182 782
17 Queen Street
Pingelly WA 6308

FOR

The Provision of a Local Government Employed Community Emergency Services Manager (CESM)

DFES File Reference	D17844
Shire File Reference	Shire of Brookton, Shire of Corrigin and Shire of Pingelly

1. DEFINITIONS

AIIMS	<i>Australasian Inter-Service Incident Management System, a framework used to support the management of emergency incidents.</i>
Availability Allowance	A payment fully funded by DFES for a CESM to remain contactable, but not necessarily immediately available, outside the employee's normal hours of duty to be available for recall to duty for incident related matters by DFES RDC / MOC.
BF Act	<i>Bush Fires Act 1954 (WA)</i>
BFCO	Bush Fire Control Officer
CESM	Community Emergency Services Manager
ComCen	DFES Communications (000 call) Centre
DFES	Department of Fire and Emergency Services
DFES MOC	DFES Metropolitan Operations Centre
DFES MDC	DFES Metro Duty Coordinator
DFES RDC	DFES Regional Duty Coordinator
Emergency Management	The provision of Prevention, Preparedness, Response and Recovery functions in order to provide a comprehensive approach to emergency services within the Shires.
LG Award	<i>Local Government Officers' Award 2021</i>
LGGS	Local Government Grants Scheme
MOU	Memorandum of Understanding
On call Allowance	A payment fully funded by DFES for the CESM to be immediately contactable outside the employee's normal hours of duty in case of a call out requiring an immediate return to duty by DFES RDC.
Party/Parties	DFES and the Shires of Brookton, Corrigin and Pingelly
SAP	Standard Administrative Procedure
Shires	The Shires of Brookton, Corrigin and Pingelly
WAFS EBA	<i>Western Australian Fire Service Enterprise Bargaining Agreement 2023 (as amended)</i>

2. BACKGROUND AND PURPOSE

2.1 The Parties commit to a collaborative approach in the delivery of fire and emergency management functions to the Shires, ensuring alignment with DFES best practice, relevant legislation *and the principles of prevention, preparedness, response and recovery (PPRR)*.

2.2 This MOU:

- sets out the respective roles and responsibilities of the Parties in relation to the employment and management of a CESM for the Shires.
- outlines the commitments and undertakings of the Parties to support the CESM role and achieve effective outcomes for the community.
- is not intended to create legally binding or enforceable obligations between the Parties; it is instead intended as a framework for cooperation and shared understanding between the Parties.

3. MOU OBJECTIVES

3.1 To establish specific responsibilities of the Parties with respect to the delivery of emergency services within the Shires, in particular to:

- deliver coordinated prevention programs to reduce the incidence and impact of emergencies, thereby improving the level of safety and resilience in the community.
- operate to a consistent set of protocols, procedures and equipment standards.
- provide efficient systems of communication between DFES, the Shires and partner agencies to improve service delivery outcomes.
- promote and support volunteer arrangements that combine the spirit of volunteerism to attract, strengthen and retain members.
- provide and/or coordinate the level of training required to ensure volunteers and staff are competent and capable to respond to the risk level and complexity of emergencies to which they may be required to respond to.
- develop and maintain a partnership that will see a best practice approach to emergency service delivery implemented between the Shires and DFES.
- enhance local community ownership of fire prevention and preparedness programs and activities.

4. ACKNOWLEDGMENTS AND UNDERTAKINGS BY DFES

4.1 DFES will deliver the following services:

- **Prevention:** The development and provision of community safety programs and services, to the Shires' staff and emergency service volunteers as required and mutually agreed. Programs and services include (but are not limited to) Bushfire Ready, Education programs such as Home Fire safety school visits, Firewise Gardening, Burn SMART, Storm Safety and Flood, and earthquake hazard awareness.

- **Preparedness:** DFES will support the training and development of volunteers and staff in partnership with the DFES volunteer training network. Training will be aligned to the evolving risk environment faced by the emergency services and available resources, ensuring personnel are competent and capable to perform their roles safely and effectively. Access will also be provided to specialist and advanced courses that support progression into increased roles and responsibilities.
- **Response:** DFES will assist with the day-to-day incidents through the ComCen and DFES regional office. When requested by the Shires and agreed by DFES, management, coordination, support and operational leadership will be provided at fire and emergency incidents in accordance with the AIIMS and relevant State Hazard Plans.
- **Recovery:** DFES will provide strategic advice and support to the Shires in the development and implementation of recovery management arrangement, in line with *Emergency Management Act 2005* and the *State Emergency Management Policy and Procedures*. DFES will assist the Shires to build local capability and resilience by sharing expertise, lessons learned and resources as appropriate.
- **Management and Administration:** DFES will provide day-to-day and strategic management support to the Shires, including the setting and maintenance of vehicle and equipment standards, guidance on LGGS budgeting and compliance, standards of operation, assistance with the coordination of rosters, brigade training maintenance and records, community liaison and facilitation of administrative processes such as incident reporting, activity statements and other required returns.

4.2 DFES will provide strategic advice and access to programs and/or services in order to support services delivered by the Shires.

5. ACKNOWLEDGMENTS AND UNDERTAKINGS BY THE SHIRES

5.1 The Shires will deliver the following services:

- **Prevention:** The Shires will administer and enforce the appropriate fire prevention provisions of the BF Act while also promoting and participating in community safety programs in consultation with DFES.
- **Preparedness:** The Shires will, through their staff, infrastructure and resources, support the emergency services preparedness programs developed and implemented by DFES. The Shires will also ensure that their bush fire brigade volunteers are trained to the appropriate competency levels.
- **Response:** The Shires will respond to day-to-day incidents through the turnout of their Bush Fire Brigades and provide support to DFES controlled incidents, including access to volunteers, appliances and other resources when requested by the Incident Controller.
- **Recovery:** The Shires will undertake recovery activities in accordance with its responsibilities under the *Emergency Management Act 2005*.

- **Management and Administration:** The Shires will provide leadership and support to the development and management of their community emergency management arrangements, including giving the CESM appropriate access to the Shires' systems, resources and financial processes as agreed between the parties.

- 5.2 The Shires will appoint the CESM as a BFCO in accordance with section 38 of the BF Act.
- 5.3 The Shires will develop and maintain their emergency services operating and capital budget, to ensure sufficient funds are requested through the LGGS funding process to maintain emergency services buildings, appliances and associated infrastructure.
- 5.4 The Shires will ensure appropriate allocation of funds in their annual budget to meet the costs of the CESM arrangement, as outlined in [Attachment 1](#).
- 5.5 The Shires will apply to the Department of Transport and Major Infrastructure for designation of the CESM vehicle as an Emergency Vehicle Status (EVS)¹ and shall be responsible for ensuring full and continuing compliance with all statutory and regulatory requirements associated with such designation.
- 5.6 The Shires may amend any applicable local laws to reflect the arrangements set out in this MOU.
- 5.7 The Shires will continue to support the CESM role through the provision of administrative support at each Shire to build local capacity and manage CESM workload.

6. CONDITIONS OF EMPLOYMENT

- 6.1 The CESM will be employed under the terms and conditions of the LG Award and in accordance with the Shire of Brookton's employment contract and Job Description Form. Any special allowances applicable to the role will be paid in accordance with this MOU.
- 6.2 The CESM's hours of duty will be outlined in their employment contract. The CESM is expected to manage their own time and will be required to work some weekends and nights, as necessary to fulfill the functions of the role.
- 6.3 The CESM will operate under the joint supervision of the DFES District Officer Narrogin and the Shire of Brookton CEO. Any disputes or inconsistencies between the two parties will be managed in accordance with the dispute resolution procedure outlined in clause 11 of this MOU.
- 6.4 The CESM's uniform will be consistent with DFES SAP1.03.D – Dress Standards, including the DFES arm patch and the appropriate epaulettes representative of a Local Government-employed CESM.
- 6.5 Overtime for attendance at DFES controlled operational incidents and for other authorised DFES matters will be approved by the DFES RDC and reimbursed to the Shires upon invoicing. Overtime for authorised attendance at Shire-controlled

¹ Form E178A: <https://www.transport.wa.gov.au/licensing/licensing-resources/licensing-forms>

operational incidents and for any other authorised Shire matters will be approved by the relevant Shire CEO and paid by the relevant Shire. All overtime will be paid in accordance with the Local Government Officers' Award 2021. Where the CESM looks after multiple local government areas, the Shires that authorises the attendance warranting overtime will pay the overtime in full.

- 6.6 Availability allowance will be fully funded by DFES at Station Officer L2 classification (as per the WAFS EBA).
- 6.7 On call allowance, where authorised by the DFES RDC / MOC, will be fully funded by DFES. On call allowance will be paid at the Station Officer L2 classification (as per the WAFS EBA).
- 6.8 Any performance-based issue or grievance will be managed under the Shire of Brookton's internal policies. At least a joint DFES/Shires bi-annual performance review will be completed. CESM professional development will be consistent with the DFES CESM Pathway and associated training programs.
- 6.9 The vehicle provided for CESM use will be by agreement between the Shires and DFES, within specifications of [Attachment 2](#).
- 6.10 The CESM will have commuting use, home garaging rights and private use within the DFES Upper Great Southern Region while on call. Vehicle access will not be permitted during periods of leave.
- 6.11 Any vehicle configurations above the specifications outlined in [Attachment 2](#) will be funded by the Shires.
- 6.12 The vehicle is to be replaced on or before its 5-year anniversary, to ensure modern safety standards are being met, preserve mechanical reliability, and retained value.
- 6.13 The CESM will undertake operational duties as required, including supporting the DFES RDC / MOC and being placed on the DFES State Duty Roster.

7. FINANCIAL PROVISIONS²

- 7.1 The costs associated with this CESM arrangement will be shared between DFES and the Shires, with DFES contributing 60% and the Shires contributing 40%, unless otherwise specified in [Attachment 1: Indicative CESM Cost Sharing Arrangement between DFES and the Shires of Brookton, Corrigin and Pingelly](#).
- 7.2 The CESM arrangement funded by DFES and the Shires is based on the local government rates assessment revenue at the time of MOU development or renewal:

LG RATES ASSESSMENT \$	DFES	LOCAL GOVERNMENT	ESL CATEGORIES
0 – 3,000,000	70%	30%	4 & 5
3,000,001 – 10,000,000	60%	40%	4 & 5
10,000,001 – upwards	50%	50%	3, 4 & 5

Note: Where a CESM arrangement involves multiple local governments, the combined rate assessment value is to be utilised to determine funding ratio

² Note: all cost sharing amounts within this MOU are exclusive of GST

8. HUMAN RESOURCE ARRANGEMENTS

- 8.1 The selection process for the CESM position will be led by the Shire of Brookton, with DFES and the Shires of Corrigin and Pingelly providing support and participation in recruitment and selection process.
- 8.2 The CESM will operate under a jointly agreed three-year business plan, developed by the Parties, and will be reviewed annually to ensure priorities remain current and achievable.
- 8.3 The Shires will each provide office facilities, equipment and administrative support for the CESM at each location to enable them to perform their duties effectively.
- 8.4 The CESM will be released through discussion with the Shires to act in DFES operational positions when successful through expression of interest, or as required, to develop additional skills and experience. Release duration should not exceed eight weeks per annum unless otherwise agreed.

9. REPORTING

- 9.1 The Shires' CEOs and the DFES Superintendent Upper Great Southern will jointly set the targets, outcomes and performance measures to be achieved through the CESM business plan.
- 9.2 The CESM is required to complete the reporting tool in the business plan on a bi-annual basis to record progress against the agreed targets and outcomes.
- 9.3 The DFES District Officer Narrogin and the Shire of Brookton CEO will meet with the CESM every quarter to review and discuss the completed reporting tool, provide guidance and ensure that all outcomes and targets in the business plan are being achieved.

10. DURATION AND AMENDMENTS

- 10.1 This MOU will commence on the date of the last signature at clause 15 and will remain in effect for three years with an option to extend for a further three years by mutual agreement of all parties.
- 10.2 This MOU may only be amended, varied or modified by written agreement between the parties.

11. DISPUTE RESOLUTION

- 11.1 The parties will make every reasonable effort to resolve any dispute arising under this MOU locally, through direct discussion, conference and negotiation, as quickly as practicable.
- 11.2 Where a dispute notice is issued by either party, the parties will confer and negotiate within 7 days of receiving the notice, with the aim of reaching a timely resolution.
- 11.3 If the matter cannot be resolved by negotiation then the matter of dispute will be conferred, deliberated and resolved by the FES Commissioner (or a nominated delegate) and the Shires CEOs (or a nominated delegate).

12. TERMINATION

12.1 This MOU may be terminated by:

- a) mutual agreement of all parties in writing at any time; or
- b) any party providing three months' written notice to the other parties.

13. NOTICES

13.1 Notices or other communications by each party to each other and under this MOU must, unless otherwise notified in writing, be addressed and forwarded as follows:

DFES
FES Commissioner Department of Fire and Emergency Services PO Box P1174 PERTH WA 6844 Email: DFES@dfes.wa.gov.au
Shire of Brookton
Chief Executive Officer Shire of Brookton PO Box 42 BROOKTON WA 6306 Email: mail@brookton.wa.gov.au
Shire of Corrigin
Chief Executive Officer Shire of Corrigin PO Box 221 CORRIGIN WA 6375 Email: Shire@corrigin.wa.gov.au
Shire of Pingelly
Chief Executive Officer Shire of Pingelly 17 Queen Street PINGELLY WA 6308 Email: admin@pingelly.wa.gov.au

14. ASCENDANCY OF LEGISLATION

14.1 The parties acknowledge that all relevant legislation applicable in Western Australia, including subsidiary legislation, will prevail over this MOU to the extent of any inconsistency.

15. SIGNATORIES

SIGNED for and on behalf of the **Department of Fire and Emergency Services**
by:

DARREN KLEMM AFSM
COMMISSIONER

DATE: / / 2026

SIGNED for and on behalf of **Shire of Brookton** by:

GARY SHERRY
CHIEF EXECUTIVE OFFICER

DATE: / / 2026

SIGNED for and on behalf of **Shire of Corrigin** by:

NATALIE MANTON
CHIEF EXECUTIVE OFFICER

DATE: / / 2026

SIGNED for and on behalf of **Shire of Pingelly** by:

ANDREW DOVER
CHIEF EXECUTIVE OFFICER

DATE: / / 2026

INDICATIVE CESM COST SHARING BETWEEN DFES AND THE SHIRES OF BROOKTON, CORRIGIN AND PINGELLY AS AT August 2026

ITEM	DESCRIPTION	TOTAL COSTS	DFES	60%	LOCAL GOVERNMENT	40%	RECOUP	FREQUENCY	COMMENTS
EMPLOYMENT COSTS									
Salary	<i>As negotiated with LG based on LG award/EBA</i>	\$97,000	\$58,200	60%	\$38,800	40%	DFES to pay on invoice from Shires	Quarterly	DFES and LG share costs based on agreed ratio. If salary exceeds base Award/EBA, excess costs are LG responsibility.
On Costs (30%)	<i>Workers Compensation, Superannuation and Annual and Long Service Leave accruals</i>	\$29,100	\$17,460	60%	\$11,640	40%	DFES to pay on invoice from Shires	Quarterly	Based on actual LG costs. Adjusted annually in line with statutory changes (e.g. super increases).
Availability Allowance		\$12,843	\$12,843	100%			DFES to pay on invoice from Shires	Quarterly	Refer to Clause 6.6. Subject to EBA indexation.
On-Call Allowance	<i>Where approved by RDC</i>	As incurred		100%			DFES to pay on invoice from Shires	Quarterly	Refer to Clause 6.7. Authorised by DFES RDC / MOC.
Overtime – DFES Authorised	<i>Where approved by RDC</i>	As incurred		100%			DFES to pay on invoice for DFES authorised overtime	As required	Refer to Clause 6.5. Authorised by DFES RDC / MOC.
Overtime – LG Authorised	<i>Where approved by Shire</i>	As incurred				100%		As required	Refer to Clause 6.5. Authorised by LG. Paid under LG Award/EBA.
Other - Office Equipment	Additional monitors, desk and chair at the LG	As incurred				100%		As required	
OPERATIONAL COSTS									
ICT Equipment	<i>Includes Laptop Computer, accessories & data card</i>	\$3,000	\$3,000	100%			DFES to provide		DFES supplied and maintained. Replaced every 3-4 years.
Mobile phone & usage		\$1,800	\$1,080	60%	\$720	40%	DFES to pay on invoice from Shires	Quarterly	Shires to provide
Vehicle Expenses	<i>Lease, fuel, servicing and other on-road costs</i>	\$40,000	\$24,000	60%	\$16,000	40%	DFES to pay on invoice from Shires	Quarterly	Shires provides vehicle. Insurance arranged by LG. Private use rules to be agreed (FBT compliance). Backup vehicle provision by LG if CESM vehicle is unavailable.
Uniforms / PPE	<i>Purchase/Maintenance</i>	\$1,000	\$1,000	100%			DFES to provide – order through DFES Region.	As required	As per DFES Directive 1.3 – Dress Standards. Initial uniform/PPC costs absorbed by DFES.

ITEM	DESCRIPTION	TOTAL COSTS	DFES	60%	LOCAL GOVERNMENT	40%	RECOUP	FREQUENCY	COMMENTS
Training	Approved courses attended	\$2,000	\$1,200	60%	\$800	40%	DFES to pay on invoice from Shires as required.	Quarterly	Including course fees, travel and accommodation. Aligned to CESM professional development.
Incident Deployment Costs	As agreed, and negotiated between DFES and LG			100%			DFES to pay on invoice from Shires for DFES incidents.	Quarterly	DFES funds CESM deployment costs. Shires to provide purchasing card.
TOTAL		\$186,743	\$118,783		\$67,960				

CESM VEHICLE SPECIFICATIONS

- 4 x 4 Dual Cab Utility
- Recommended DFES POD style (*lockable*) or to a similar design standard
- Air Conditioning
- Window tinting
- Roobar
- Spotlights
- Towbar
- WAERN Radio
- Automated Vehicle Locator (AVL)
- Mobile phone car kit with Celfi Alternatives/LEOS (i.e.Starlink)
- Emergency beacons and siren to DFES standards
- Emergency striping to DFES standards
- DFES and Local Government logos

Vehicle Disposal Requirement

- Remove all DFES provided equipment including, but not limited to, WAERN radio, Automated Vehicle Locator (AVL), Emergency beacons, siren and mobile phone car kit.
- All DFES branding must be fully removed prior to disposal.
- All Local Government (LG) logos must also be removed before the vehicle is transferred, sold, or otherwise disposed of.
- LG to ensure Emergency Vehicle Status no longer applied to vehicle prior to disposal.
- Removal includes decals, paintwork, signage, and any identifying marks that could imply the vehicle is still an operational government or emergency service asset.

14.4. Road Closure – Section of Pemberton Street, Pingelly WA 6308

File Reference:	ADM0159
Location:	Pemberton Street, Pingelly WA 6308
Applicant:	Not Applicable
Author:	Chief Executive Officer
Disclosure of Interest:	Nil
Attachments:	Public Notice
Previous Reference:	Nil

Summary

Council is requested to consider permanently closing the section of Pemberton Street, between Queen Street and Avon Street in Pingelly.

Background

The Shire of Pingelly has received a request to permanently close a 30m section of Pemberton Street, between Queen Street and Avon Street. For Council to consider this request, several procedural steps must be undertaken in accordance with legislative requirements. These include:

- Advertising the proposed road closure for a minimum of 35 days to invite public submissions.
- A formal Council resolution to approve the closure.
- Submitting an application to the Minister for Lands to formally close the road.
- Facilitating the acquisition of the land from the Department of Planning, Lands and Heritage (DPLH).

To acquire the land from DPLH, the Shire must submit an application. Upon receipt of the application, DPLH will offer ownership of the land to the two adjoining landowners—both reserves held by the Shire of Pingelly. Upon completion of these processes, settlement will occur, and the land will be amalgamated accordingly, finalising the road closure.

Comment

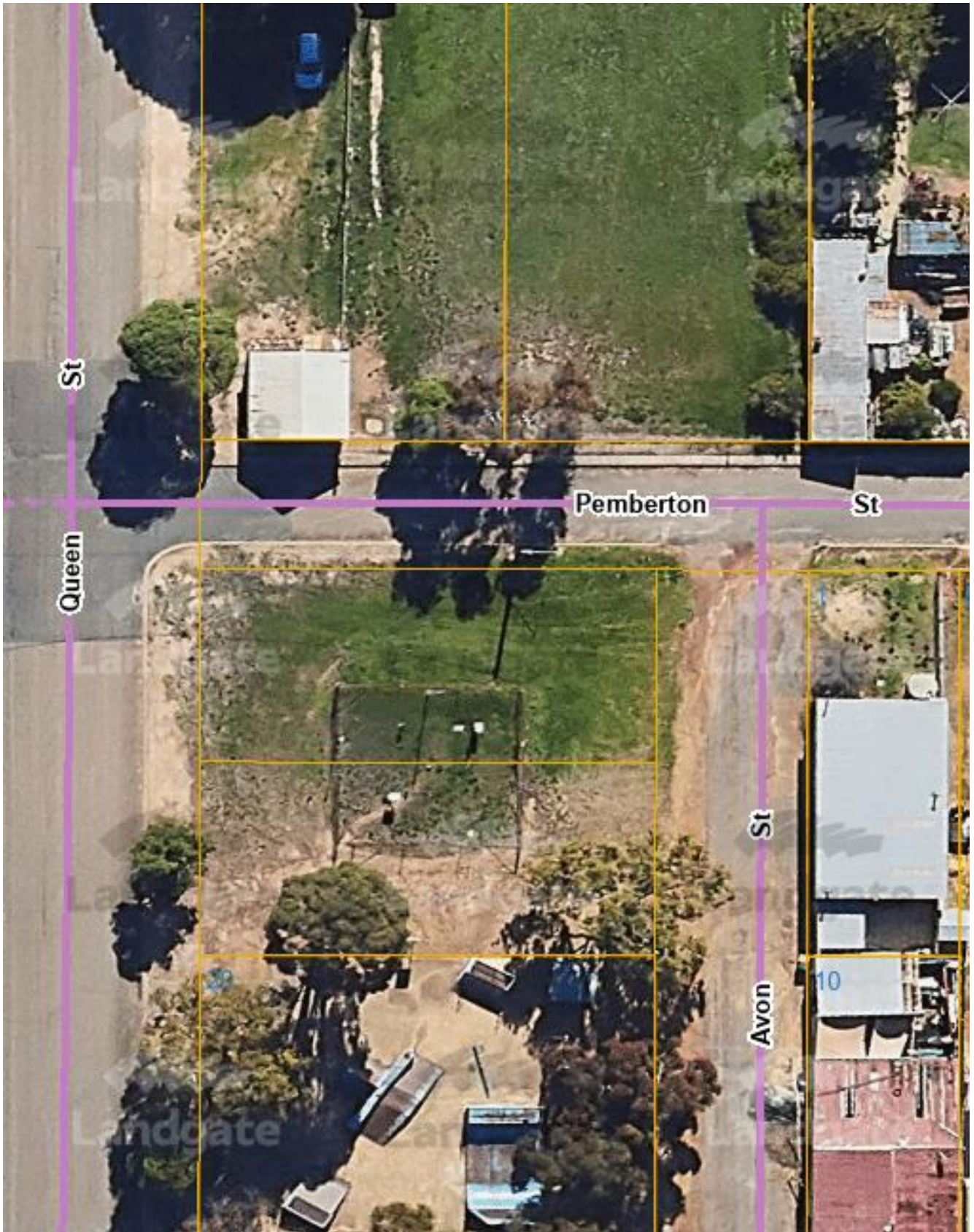
The proposed closure of this section of Pemberton Street must be conducted in compliance with Section 58 of the *Land Administration Act 1997* and Section 9 of the *Land Administration Regulations 1998*. As part of the process, the Shire is required to submit a Crown Land Enquiry Form to initiate the closure and acquisition proceedings.

The closure of this road has been requested to facilitate better land use and integration with adjoining properties. The Shire has reviewed the request and has no objections to the closure, nor to the land being amalgamated into the adjoining property/properties, provided that all statutory approvals and processes are completed.

In considering this matter, Council should note:

- The impact on accessibility and road network functionality—this section of Pemberton Street is not deemed critical for public access, and alternative routes are available.
- The obligations of the Department of Planning, Lands and Heritage, which requires the land to be initially offered in equal portions to both adjacent landowners. If one landowner declines, the other may purchase the entire portion.
- The potential benefits of the closure, which include improved land utilisation and development opportunities for adjoining landowners.

Proceeding with the closure will require the shire to undertake statutory advertising, consider any public submissions received, and obtain final Ministerial approval.



Consultation

In accordance with Section 9 of the *Land Administration Regulations 1998*, Council is required to publish a public notice regarding the proposed road closure and allow a minimum submission period of 35 days (five weeks) for public feedback.

This notice must be published on the local government's website and in a newspaper circulating within the district. Following the consultation period, Council must review all submissions received before making a determination on the road closure and submitting a formal request to the Minister for Lands.

In compliance with these requirements, public consultation was undertaken, and a public notice was published until 03 August 2026 through the following channels:

- Website
- Narrogin Observer
- Pingelly Times
- Notice Board
- Facebook

No submissions were received during the consultation period.

In addition, this proposal formed part of the Pingelly Mountain Bike and Cycling Strategy 2022 which included extensive consultation.

Statutory Environment

Land Administration Act 1997

Land Administration Regulations 1998, section 9 –

9. Requirements for closure of road at request of local government (Act s. 58)

(1) Before passing a resolution to make a request to the Minister under section 58(1) of the Act for the Minister to close a road permanently, a local government must publish an advertisement containing —

(a) notice of motion for the resolution; and

(b) an invitation to the public to make submissions to the local government on the proposed closure within the period (the submission period) of 35 days after the day on which the advertisement is published.

(2) The advertisement must be published in either or both of the following ways —

(a) in a newspaper circulating in the district of the local government;

(b) on the website of the local government.

(3) The local government must not pass the resolution to make the request to the Minister unless —

(a) the submission period has ended; and

(b) the local government has considered any submissions made to it within the submission period.

(4) If the advertisement is published in both of the ways referred to in subregulation (2) and the submission periods specified in those publications end on different days, for the purposes of subregulation (3) the submission period is taken to end on the latest of those days.

(5) The local government must include the following with the request to the Minister —

(a) written confirmation that the local government has resolved to make the request, the date when the relevant resolution was passed and any other information relating to the resolution that the Minister may require;

(b) sketch plans showing the location of the road and the proposed future disposition of the land comprising the road after it has been closed;

(c) written confirmation that the local government has complied with subregulations (1) to (3);

(d) a copy of the advertisement referred to in subregulation (1);

(e) copies of any submissions made to the local government within the submission period and the local government's comments on those submissions;

(f) any other information the local government considers relevant to the Minister's consideration of the request.

(6) This regulation does not apply to a request under section 58(1) of the Act to which regulation 9A applies.

Policy Implications

Nil.

Financial Implications

Nil

Strategic Implications

Outcome 2. A caring and supportive community for all ages and abilities.
2.1. Support families, children, and young people to flourish.
2.1.4. Seek funding and deliver the Pingelly Youth Precinct

Risk Implications

Nil

Voting Requirements:

Simple Majority required

Officers Recommendation:

That Council:

1. **Endorses the commencement of the statutory process for the permanent road closure of the section of Pemberton Street, between Queen Street and Avon Street; and**
2. **Authorises the Chief Executive Officer to proceed with the submission of the road closure and all statutory requirements in accordance with the *Land Administration Act 1997*.**

Moved: _____ Seconded: _____



Land Administration Regulations 1998

PROPOSED ROAD CLOSURE – SECTION OF PEMBERTON STREET, PINGELLY WA 6308.

Notice is hereby given that the Shire of Pingelly intends to permanently close a 30-metre section of Pemberton Street, between Queen Street and Avon Street in Pingelly. This proposed road closure is in pursuant of section 9 of the *Land Administration Regulations 1998*.

Details of Closure:

Location: Pemberton Street, between Queen Street and Avon Street, Pingelly WA 6308.

Date: Submissions due 03 August 2026.

Reason: To facilitate the safe movement of people across the pump track/skate park area.

As part of this proposal, the public is invited to provide feedback regarding the permanent closure. Submissions will be considered before being presented to Council on the 19 August 2026.

For further information please contact Mrs Storm Nyssen, Governance and Executive Officer at the Shire of Pingelly on 08 9887 1066 or email storm.nyssen@pingelly.wa.gov.au

Andrew Dover
Chief Executive Officer
Shire of Pingelly
17 Queen Street
Pingelly WA 6308

15. DIRECTORATE OF CORPORATE AND COMMUNITY SERVICES

15.1. Adoption of 2026/2027 Budget & Fees and Charges

File Reference:	ADM0067
Location:	Not Applicable
Applicant:	Not Applicable
Author:	Finance Manager
Disclosure of Interest:	Nil
Attachments:	15.1.1 Statutory Budget 15.1.2 Schedule of Fees and Charges
Previous Reference:	Nil

Summary

The purpose of this report is to consider and adopt the Shire of Pingelly Budget for the 2026/2027 financial year, including imposition of rates and minimum payments, adoption of fees and charges, establishment of new reserve funds, setting of elected member's fees for the year and other consequential matters arising from the budget papers.

Background

Council is required to formally adopt an annual budget to guide the functions and operations of the local government and enable it to raise revenue and deliver services to the community.

Comment

The budget has been prepared to include information required by the *Local Government Act 1995*, *Local Government (Financial Management) Regulations 1996* and Australian Accounting Standards. The main features of the draft budget include:

- The budget has been prepared with a total rate revenue increase of 7.0% in line with the forward financial plans contained in the Plan for the Future.
- Fees and Charges have been adjusted and are itemised in the draft budget.
- A capital works program totalling \$3,253,390 for investment in infrastructure, buildings, plant and equipment and furniture and equipment is planned.
- Expenditure on road construction of \$1,562,389, and road maintenance of \$1,336,064, are the major components of road capital and road maintenance expenditure respectively in line with Council's strategy to increase the investment in road and associated assets. The Capital Road Program budget includes \$1,409,214 in road projects which is grant funded from the following sources:

Main Roads	Regional Road Group	\$575,383
	Direct Grant	\$145,008
	Wheatbelt Secondary Freight Network	\$103,400
	Heavy Vehicle Rest Area	\$235,416
DITRDC	Roads to Recovery Program	\$350,007

An estimated surplus of \$2.14m is the current financial position brought forward from 30 June 2025. However, this is unaudited and may change. Any change will be addressed as part of a future budget review.

Consultation

While no specific consultation has occurred on the draft 2026/27 budget, significant community consultation and engagement with the Pingelly Community Plan 2025.

Extensive internal consultation has occurred between all Divisions and through briefings and a workshop with elected members.

Statutory Environment

Section 6.2 of the *Local government Act 1995* requires that not later than 31 August in each financial year, or such extended time as the Minister allows, each local government is to prepare and adopt, in the form and manner prescribed, a budget for its Municipal Fund for the financial year ending on the next 30 June.

Divisions 5 and 6 of Part 6 of the *Local Government Act 1995* refer to the setting of budgets and raising of rates and charges. The *Local Government (Financial Management) Regulations 1996* details the form and content of the budget. The draft 2026/27 budget as presented is considered to meet statutory requirements.

Policy Implications

Nil

Financial Implications

A balanced budget for the 2026/27 financial year.

Economic Implications

The draft 2026/2027 budget has been developed based on sound financial management and accountability principles and is considered to deliver a sustainable economic outcome for council and the community.

Social Implications

The draft 2026/27 budget delivers social outcomes identified in Pingelly planning and community supporting strategies that have been adopted by the Council.

Environmental Implications

The draft 2026/27 budget supports key environmental strategies and initiatives adopted by council.

Strategic Implications

Outcome 10	Effective leadership and governance.
Objective 10.2	Govern Shire finances, assets, and operations responsibly.

Risk Implications

Risk:	Failure to prepare and Council adopt an Annual budget by 31 August each year.		
Consequence Theme:	Compliance	Impact:	Minor
Consequence:	Low impact, a small number of complaints. Some temporary non-compliance		
Likelihood Rating:	Unlikely	Risk Matrix:	Low (4)
Action Plan:	Preparation of the Annual Budget in a staged and planned process each year to be presented to Council before 31 August each year for adoption.		

Part A – Municipal Fund Budget for 2026/2027

Voting Requirements:

Absolute Majority required

Officers Recommendation:

Pursuant to the provisions of section 6.2 of the *Local Government Act 1995* and Part 3 of the *Local Government (Financial Management) Regulations 1996* the Council adopt the Municipal Fund Budget as contained in the attachment to this agenda and the minutes for the Shire of Pingelly for the 2026/27 financial year which includes the following:

- Statement of Comprehensive Income by Nature
- Statement of Cash Flows
- Statement of Financial Activity showing an amount required to be raised from rates of \$2,796,188
- Notes to and Forming Part of the Budget

Moved: _____ Seconded: _____

Part B – General and Minimum Rates, Instalment Payment Arrangements

Voting Requirements:

Absolute Majority required

Officers Recommendation:

1. 1. For the purpose of yielding the deficiency disclosed by the Municipal Fund Budget adopted at Part A above, council pursuant to sections 6.32, 6.33, 6.34 and 6.35 of the Local Government Act 1995 impose the following general rates and minimum rates on Gross Rental and Unimproved Values.

1.1 General Rates

Residential (GRV)	13.0487 cents in the dollar
Commercial (GRV)	13.0487 cents in the dollar
Industrial (GRV)	13.0487 cents in the dollar
Townsite (GRV)	13.0487 cents in the dollar
Broadacre Rural (UV)	0.4755 cents in the dollar

1.2 Minimum Payments

Residential (GRV)	\$1,202
Commercial (GRV)	\$1,202
Industrial (GRV)	\$1,202
Townsite (GRV)	\$1,202
Broadacre Rural (UV)	\$1,202

2. Pursuant to section 6.45 of the *Local Government Act 1995* and regulation 64(2) of the Local Government (Financial Management) Regulations 1996, Council nominates the following due dates for the payment in full by instalments:

• Full payment and 1st instalment due date	02 October 2026
• 2nd half instalment due date	05 February 2027
• 1st quarterly instalment due date	02 October 2026
• 2nd quarterly instalment due date	04 December 2026
• 3rd quarterly instalment due date	05 February 2027
• 4th quarterly instalment due date	09 April 2027

3. Pursuant to section 6.45 of the *Local Government Act 1995* and regulation 67 of the *Local Government (Financial Management) regulations 1996*, Council adopts an instalment administration charge where the owner has elected to pay rates (and service charges) through an instalment option of \$10 for each instalment after the initial instalment is paid.
4. Pursuant to section 6.45 of the *Local Government Act 1995* and regulation 68 of the *Local Government (Financial Management) Regulations 1996*, Council adopts an interest rate of 5.5% where the owner has elected to pay rates and service charges through an instalment option.
5. Pursuant to section 6.51 (1) and subject to section 6.51 (4) of the *Local Government Act 1995 and the Local Government (Financial Management) Regulations 1996*, Council adopts an interest rate of 11% for rates (and service charges) and costs of proceedings to recover such charges that remains unpaid after becoming due and payable.

Moved: _____ Seconded: _____

Part C – General Fees and Charges for 2026/2027

Voting Requirements:

Absolute Majority required

Officers Recommendation:

Pursuant to section 6.16 of the *Local Government Act 1995*, Council adopts the Fees and charges included with the 2026/2027 budget.

Moved: _____ Seconded: _____

Part D – Other Statutory Fees for 2026/2027

Voting Requirements:

Absolute Majority required

Officers Recommendation:

1. Pursuant to section 53 of the *Cemeteries Act 1986* Council adopts the fees and charges for the Pingelly and Moorumbine cemeteries in the 2026/2027 budget, as amended.
2. Pursuant to section 67 of the *Waste Avoidance and Resources Recovery Act 2007*, Council adopt the following charges for the removal of domestic and commercial waste:
 - 2.1 Residential Premises including recycling 240L Refuse Bin collected weekly and 240L Recycling Bin collected fortnightly \$430.00 pa
 - 2.2 Commercial and Industrial Premises including recycling 240L Refuse Bin collected weekly and 240L Recycling Bin collected fortnightly \$430.00 pa
3. Pursuant to section 67 of the *Waste avoidance and Resources Recovery Act 2007*, and section 6.16 of the *Local Government Act 1995* Council adopt the following charges for the deposit of domestic and commercial waste (inclusive of GST where applicable):
 - Refuse Site after Hours Access Fee (unsupervised) \$155.00
 - Refuse Site after Hours Access Fee (supervised) \$135.00
 - Burial of Hazardous Waste (per m³) \$195.00
 - Building Rubble sorted (per m³) \$105.00
 - Building Rubble unsorted (per m³) \$195.00
 - Green Waste – Non-Residents (per m³) \$ 15.00
 - Septic Waste (per m³) as per license \$ 35.00
 - Contaminated or unsorted mixed loads (per m³) \$105.00

Moved: _____ Seconded: _____

Part E – Elected Members Fees and Charges for 2026/2027

Voting Requirements:

Absolute Majority required

Officers Recommendation:

1. Pursuant to section 5.99 of the *Local Government Act 1995* and regulation 34 of the *Local Government (Administration) Regulations 1996*, Council adopts the following annual fees for payment of elected members in lieu of individual meeting fees:

- | | |
|--------------------|----------|
| • President | \$11,000 |
| • Deputy President | \$ 5,150 |
| • Councillors | \$ 4,740 |

2. Pursuant to section 5.98(5) of the *Local Government Act 1995* and regulation 33 of the *Local Government (Administration) Regulations 1996*, Council adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

- | | |
|-------------|---------|
| • President | \$1,545 |
|-------------|---------|

3. Pursuant to section 5.98A of the *Local Government Act 1995* and regulations 33A of the *Local Government (Administration) Regulations 1996*, Council adopts the following annual local government allowance to be paid in addition to the annual meeting allowance:

- | | |
|--------------------|-------|
| • Deputy President | \$386 |
|--------------------|-------|

Moved: _____ Seconded: _____

Part F – Material Variance Reporting for 2026/2027

Voting Requirements:

Absolute Majority required

Officers Recommendation:

In accordance with regulation 34 (5) of the *Local Government (Financial Management) Regulations 1996*, and AASB 1031 Materiality, the level to be used in statements of financial activity in 2026/2027 for reporting material variances shall be 10% and \$10,000, whichever is the greater.

Moved: _____ Seconded: _____

Part G – Early Payment Incentive Prize for 2026/2027

Voting Requirements:

Absolute Majority required

Officers Recommendation:

That:

- 1. Entry into the Early Payment of Rates competition to be offered to ratepayers who have paid in full all rates and charges within 35 days of issue (02 October 2026);**
- 2. Entry into the Reliable Rates Incentive competition to be offered to ratepayers who have a \$0 credit balance as at 30 June 2026;**

And that the draws be conducted on the 21 October 2026 Ordinary Council meeting following the close of the competition.

Moved: _____ Seconded: _____

16. DIRECTORATE OF WORKS

Nil

17. ELECTED MEMBERS' MOTIONS WITH PREVIOUS NOTICE

17.1. Notice of Motion – Prudent Management of Councillor and Staff Travel

Voting Requirements:

Simple Majority required

Councillors Recommendation:

That Council:

- 1. Reaffirms that travel and attendance by Councillors and Shire staff at conferences, training courses, committee meetings, award ceremonies, presentations and other external events should only occur where there is a clear and demonstrable benefit to the Shire and its residents.**
- 2. Requests that Council only approve expenditure for travel, accommodation, registration fees and associated expenses where:**
 - The training is mandatory or required under legislation;
 - Attendance is necessary to fulfil a statutory, contractual or operational requirement;
 - The Shire has been requested or is required to be represented;
 - The conference, meeting or professional development activity provides a direct and measurable benefit to the Shire; or
 - Council has specifically approved attendance based on exceptional circumstances.
- 3. Resolves that attendance by Councillors and Shire staff at award nights, presentations, ceremonial functions, optional training, conferences and committee meetings where the Shire's representation is not required or where there is no demonstrable benefit to the Shire will generally not be funded by the Shire.**
- 4. Requests the Chief Executive Officer review the Shire's policies relating to travel, conferences, training and elected member expenses and present any amendments necessary to implement this resolution.**

Moved: Cr Clinton Cheney Seconded: _____

Comment

The Shire has a responsibility to ensure that public funds are managed carefully and spent only where there is a clear benefit to the community.

Travel, accommodation, conference registrations, meals and other associated costs can represent a significant expenditure each year. While professional development and networking have an important role, attendance should be based on organisational need rather than routine practice or personal interest.

Similarly, attendance at award ceremonies, presentations, optional training and committee meetings where the Shire's representation is not required should be carefully considered before public funds are committed.

At a time when residents are experiencing continued cost of living pressures, it is appropriate that both Councillors and Shire staff demonstrate prudent financial management and ensure discretionary expenditure is kept to a minimum. Any savings achieved through reducing unnecessary travel and attendance can instead be directed towards delivering services, maintaining community infrastructure and improving outcomes for ratepayers.

This motion is not intended to restrict attendance where there is a legislative requirement, operational necessity or a clear and demonstrable benefit to the Shire. Rather, it seeks to ensure that all discretionary travel and associated expenditure is justified, accountable and represents value for money for the community.

17.2. Notice of Motion – Reduction of Councillor Sitting Fees

Voting Requirements:

Simple Majority required

Councillors Recommendation:

That Council:

- 1. Acknowledges that the minimum prescribed annual fees represent a reduction from the sitting fees currently paid to elected members; and**
- 2. Resolves to reduce the annual fees paid to Councillors and the Shire President from their current amounts to the minimum amounts prescribed under the *Local Government Act 1995* and the *Local Government (Administration) Regulations 1996*, effective from the commencement of the next quarter.**

Moved: Cr Clinton Cheney Seconded: _____

Comment

Our community continues to experience significant cost-of-living pressures. Many residents are making difficult financial decisions as the cost of groceries, fuel, utilities, insurance and housing continues to rise. As elected representatives, it is important that we demonstrate leadership by sharing in the financial realities experienced by the people we represent.

This motion will result in a genuine reduction to the sitting fees currently received by Councillors and the Shire President. It is not a decision to forgo a future increase, but an active reduction in the current level of elected member payments to the minimum amounts permitted under the applicable legislation.

The role of a Councillor is, first and foremost, one of community service. While elected members should be appropriately compensated for the time and responsibilities involved, service on Council should not be primarily motivated by financial reward.

Reducing the current sitting fees to the minimum prescribed amounts sends a clear message that serving the community is a privilege and that Council is prepared to lead by example during a period when many households are under financial pressure.

The savings, while modest in the context of Council's overall budget, demonstrate a commitment to prudent financial management and allow funds to remain available for community services, facilities and essential infrastructure.

18. NEW 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. MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Officers Recommendation:

That pursuant to Section 5.23 of the Local Government Act 1995 these items be dealt with, with the public excluded as the item deals with matters of a confidential nature.

Moved: _____ Seconded: _____

19.1. Confidential Item - Community & Events Grant Scheme Event Application 2026-27

Reasons for Confidentiality

This report is confidential in accordance with Section 5.23(2) of the *Local Government Act 1995* which permits the meeting to be closed to the public for business relating to the following:

- (b) the personal affairs of any person;
- (c) a contract entered into, or which may be entered into, by the local government and which relates to a matter to be discussed at the meeting;

Officers Recommendation:

That the meeting be re-opened to the public.

Moved: _____ Seconded: _____

20. CLOSURE OF MEETING

The Chairman to declare the meeting closed.