

SHIRE OF LEONORA

NOTICE OF AN ORDINARY COUNCIL MEETING AGENDA



DEAR COUNCIL MEMBER,
THE NEXT ORDINARY COUNCIL MEETING OF THE SHIRE OF LEONORA WILL BE
HELD ON FRIDAY, 13TH DECEMBER, 2024 IN COUNCIL CHAMBERS, LEONORA AT
9:30AM

TY MATSON
CHIEF EXECUTIVE OFFICER

AGENDA FOR THE MEETING IS DETAILED OVER PAGE.

SHIRE OF LEONORA

INFORMATION FOR PUBLIC ATTENDING COUNCIL MEETINGS

PLEASE NOTE:-

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 COUNCIL'S DECISION.

TY MATSON
CHIEF EXECUTIVE OFFICER

COUNCIL MEETING INFORMATION NOTES

1. Your Council generally handles all business at Ordinary or Special Council Meetings.
2. From time to time Council may form a Committee to examine subjects and then report to Council.
3. Generally, all meetings are open to the public; however, from time to time Council will be required to deal with personal, legal and other sensitive matters. On those occasions Council will generally close that part of the meeting to the public. Every endeavour will be made to do this at the last item of business of the meeting.
4. Public Question Time. It is a requirement of the Local Government Act 1995 to allow at least fifteen (15) minutes for public question time following the opening and announcements at the beginning of the meeting. Should there be a series of questions the period can be extended at the discretion of the Chairman.

Written notice of each question should be given to the Chief Executive Officer fifteen (15) minutes prior to the commencement of the meeting. A summary of each question and response is included in the Minutes.

When a question is not able to be answered at the Council Meeting a written answer will be provided after the necessary research has been carried out. Council staff will endeavour to provide the answer prior to the next meeting of Council.

5. **Councillors** may from time to time have a financial interest in a matter before Council. Councillors must declare an interest and the extent of the interest in the matter on the Agenda. However, the Councillor can request the meeting to declare the matter **trivial, insignificant or in common with a significant number of electors or ratepayers**. The Councillor must leave the meeting whilst the matter is discussed and cannot vote unless those present agree as above.

Members of staff, who have delegated authority from Council to act on certain matters, may from time to time have financial interest in a matter in the Agenda. The member of staff must declare that interest and generally the Chairman of the meeting will advise the Officer if he/she is to leave the meeting.

6. Agendas including an Information Bulletin are delivered to the Councillors within the requirements of the Local Government Act 1995, i.e. seventy-two (72) hours prior to the advertised commencement of the meeting. Whilst late items are generally not considered there is provision on the Agenda for items of an urgent nature to be considered.

Should an elector wish to have a matter placed on the Agenda the relevant information should be forwarded to the Chief Executive Officer in time to allow the matter to be fully researched by staff. An Agenda item including a recommendation will then be submitted to Council for consideration.

The Agenda closes the Wednesday week prior to the Council Meeting (i.e. six (6) days prior to the meeting).

The Information Bulletin produced as part of the Agenda includes items of interest and information, which does not require a decision of Council.

7. Agendas for Ordinary Meetings are available in the Leonora Shire office and Leonora library seventy-two (72) hours prior to the meeting and the public are invited to secure a copy.

8. Agenda items submitted to Council will include a recommendation for Council consideration. Electors should not interpret and/or act on the recommendation until after they have been considered by Council. Please note the Disclaimer in the Agenda (page 3).
9. Public Question Time – Statutory Provisions – Local Government Act 1995
Time is to be allocated for questions to be raised by members of the public and responded to at:

- (a) Every ordinary meeting of Council; and
- (b) Such other meetings of Council or committees as may be prescribed

Procedures and the minimum time to be allocated for asking of and responding to questions raised by members of the public at Council or committee meetings are to be in accordance with regulations.

9A. Question Time for the Public at the certain Meetings – s5.24 (1) (b)

Local Government (administration) Regulations 1996

Reg 5 For the purpose of section 5.24(1)(b), the meetings at which time is to be allocated for questions to be raised by members of the public and responded to are:

- (a) Every special meeting of a Council; and
- (b) Every meeting of a committee to which the local government has delegated a power or duty.

Minimum Question Time for the Public – s5.24 (2)

- Reg 6 (1) The minimum time to be allocated for asking of and responding to questions raised by members of the public at ordinary meetings of Council and meetings referred to in regulation 5 is fifteen (15) minutes.
- (2) Once all the questions raised by members of the public have been asked and responded to at a meeting referred to in sub regulation (1), nothing in these regulations prevents the unused part of the minimum question time period from being used for other matters.

Procedures for Question Time for the Public – s5.24 (2)

Local Government (Administration) Regulations 1996

- Reg 7 (1) Procedures for the asking of and responding to questions raised by members of the public at a meeting referred to in regulation 6 (1) are to be determined:
- (a) by the person presiding at the meeting; or
 - (b) in the case where the majority of the members of the Council or committee present at the meeting disagree with the person presiding, by the majority of the members, having regard to the requirements of sub regulations (2) and (3).
- (2) The time allocated to the asking and responding to questions raised by members of the public at a meeting referred to in regulation 6(1) is to precede the discussion of any matter that requires a decision to be made by Council or committee, as the case may be.
- (3) Each member of the public who wishes to ask a question at a meeting referred to in regulation 6(1) is to be given an equal and fair opportunity to ask a question and receive a response.

(4) Nothing in sub regulation (3) requires:

- (a) A Council to answer a question that does not relate to a matter affecting the local government;
- (b) A Council at a special meeting to answer a question that does not relate to the purpose of the meeting; or
- (c) A committee to answer a question that does not relate to a function of the committee.

10. Public Inspection of Unconfirmed Minutes (Reg 13)

A copy of the unconfirmed Minutes of Ordinary and Special Meetings will be available for public inspection in the Leonora Shire office and the Leonora library within ten (10) working days after the Meeting.

INTEREST DECLARATIONS

With regards to Direct Financial Interests, Indirect Financial Interests and Proximity Interests, please consider sections 5.60A, 5.60B, 5.61 and 5.63 of the *Local Government Act 1995* and associated regulations.

Financial Interests

For the purpose of the financial interest disclosure provisions you will be treated as having an interest in a matter, if either you (as a relevant person), or a person with whom you are closely associated, has:

- a direct or indirect financial interest in a matter; or
- a proximity interest in a matter.

Direct Financial Interest

Section 5.60A of the *Local Government Act 1995* provides that:

A person has a financial interest in a matter if it is reasonable to expect that the matter will, if dealt with by the local government, or an employee or committee of the local government or member of the council of the local government, in a particular way, result in a financial gain, loss, benefit or detriment for the person.

Indirect Financial Interest

Section 5.61 of the *Local Government Act 1995* provides more detail in regards to this, however the existence of an indirect financial interest in a matter can be established by showing that you, or a person with whom you are closely associated, has a financial relationship with a person requiring a local government decision in relation to that matter. There is no requirement to establish a financial gain, loss, benefit or detriment in this instance, the mere existence of a financial relationship and the requirement for a decision is sufficient for a breach of the provision to have occurred.

Proximity Interest

See Section 5.60B of the *Local Government act 1995* for further detail.

The Act requires you to disclose a proximity interest that you, or a person with whom you are closely associated, has in a matter before a council or council committee meeting.

You (or a person with whom you are closely associated) have a proximity interest in any matter that concerns:

- a proposed change to a planning scheme affecting land that adjoins the person's land;
- a proposed change to the zoning or use of land that adjoins the person's land; or
- a proposed development of land that adjoins the person's land (development refers to the development, maintenance or management of the land or of services or facilities on the land).

The existence of a proximity interest is established purely by the location of land, a financial effect on the valuation of your land or on the profitability of your business does not have to be established. It is therefore important that you fully understand when a proximity interest exists.

The person's land referred to is both land in which you, or a person with whom you are closely associated, have any estate or interest.

Land that adjoins a person's land is defined by the Act as land that:

- not being a thoroughfare, has a common boundary with the person's land;
- is directly across a thoroughfare from the person's land; or
- is that part of a thoroughfare that has a common boundary with the person's land.

Impartiality Interest

Impartiality Interest For the purposes of requiring disclosure, an impartiality interest is addressed at Division 4 of the Shire of Leonora Code of Conduct for Council Members, Committee Members and Candidates as, *"an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest and includes an interest arising from kinship, friendship or membership of an association"*

The above definition includes examples of the type of relationships from which an interest could arise. However, a significant element is the likely public perception as to whether there may be an interest.

It is sometimes difficult to judge what a reasonable belief of another person is. Therefore, when deciding if such an interest should be disclosed, it is helpful to establish answers to the following questions:

- If you were to participate in assessment or decision making without disclosing, would you be comfortable if the public or your colleagues became aware of your association or connection with an individual or organisation?
- Do you think there would be a later criticism of perceived undisclosed partiality if you were not to disclose?

SHIRE OF LEONORA
ORDER OF BUSINESS FOR MEETING TO BE HELD
FRIDAY 13TH DECEMBER, 2024.

COLOUR**CODING**

- 1** DECLARATION OF OPENING/ ANNOUNCEMENT OF VISITORS
- 2** DISCLAIMER NOTICE
- 3** COUNCIL MEETING INFORMATION NOTES
- 4** PUBLIC QUESTION TIME
 - 4.1 RESPONSE TO PREVIOUS PUBLIC QUESTIONS TAKEN ON NOTICE
 - 4.2 PUBLIC QUESTION TIME
- 5** ANNOUNCEMENTS FROM THE PRESIDING MEMBER
- 6** RECORD OF ATTENDANCE / APOLOGIES / LEAVE OF ABSENCE
 - 6.1 ATTENDANCE
 - 6.2 APOLOGIES
 - 6.3 APPLICATIONS FOR LEAVE OF ABSENCE
 - 6.4 APPROVED LEAVE OF ABSENCE
- 7** DECLARATION OF INTEREST
 - 7.1 DECLARATIONS OF FINANCIAL INTEREST
 - 7.2 DECLARATIONS OF PROXIMITY INTEREST
 - 7.3 DECLARATIONS OF IMPARTIALITY INTEREST

White

- 8** CONFIRMATION OF MINUTES FROM PREVIOUS MEETING
 (Sent out previously)
 Draft motion: That the Minutes of the Ordinary Council Meeting held on 19 November, 2024 be confirmed as a true and accurate record.
- 9** PRESENTATIONS
 - 9.1 PETITIONS
 - 9.2 PRESENTATIONS
 - 9.3 DEPUTATIONS
 - 9.4 DELEGATES REPORTS

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Pink 10.2 CHIEF EXECUTIVE OFFICER REPORTS **12**

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10.0 REPORTS

10.1 REPORTS OF AUDIT AND RISK COMMITTEES

Nil

10.0 REPORTS**10.2 CHIEF EXECUTIVE OFFICER REPORTS****10.2.(A) ANNUAL REPORT 2023/2024 & ANNUAL ELECTORS MEETING**

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 13th December 2024
AGENDA REFERENCE:	10.2.(A) DEC 24
SUBJECT:	Annual Report 2023/2024 & Annual Electors Meeting
LOCATION/ADDRESS:	Leonora
NAME OF APPLICANT:	Ty Matson
FILE REFERENCE:	11.8
AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT	
NAME:	Ty Matson
OFFICER:	Chief Executive Officer
INTEREST DISCLOSURE:	Nil
DATE:	5th November 2024
SUPPORTING DOCUMENTS:	1. Shire of Leonora Annual Report 2023-2024 ↓

BACKGROUND

Local governments are required to publish an annual report each year. The report sets out the financial and other activities for the Shire for the previous financial year. The report is an opportunity for the Shire to showcase major achievements or events during the year.

Additionally Local Governments are required to have an Annual Electors Meeting each year. The purpose of electors' meetings may include discussing matters of local interest, expressing concerns, and proposing resolutions related to the local government's activities and decisions. Electors' meetings provide a forum for community members to engage with local government representatives, voice their opinions, and participate in the democratic process at the local level. The meeting allows electors to raise any concerns, misgivings, or actions that they would like addressed. Council are not bound by the resolutions of the Electors' Meeting, however they must still consider the matters raised.

It is recommended that the Annual Electors Meeting be held on Tuesday 4 February, 2025 at the conclusion of the Ordinary Meeting of Council.

STAKEHOLDER ENGAGEMENT

External stakeholders were engaged at various times in the preparation of the Annual Report to ensure its accuracy.

STATUTORY ENVIRONMENT

Section 5.54 (1 & 2) of the *Local Government Act 1995* states that the Annual Report for a financial year is to be accepted by the Local Government no later than 31 December in that year, or where the auditor's report is not available until after that date, no later than two (2) months after the auditor's report becomes available.

With regard to the Annual Electors Meeting, Section 5.27 of the *Local Government Act 1995* states that at least fourteen (14) days public notice must be given, and the meeting must be held no later than 56 days after Council accepts the Annual Report.

POLICY IMPLICATIONS

There are no policy implications resulting from the recommendation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications resulting from the recommendation of this report.

STRATEGIC IMPLICATIONS

There are no strategic implications resulting from the recommendation of this report.

RISK MANAGEMENT

Both the Annual Report and the Electors Meeting are statutory requirements. Should Council choose not to adopt the report then further work will be required to rectify any issues or errors.

RECOMMENDATIONS

That Council

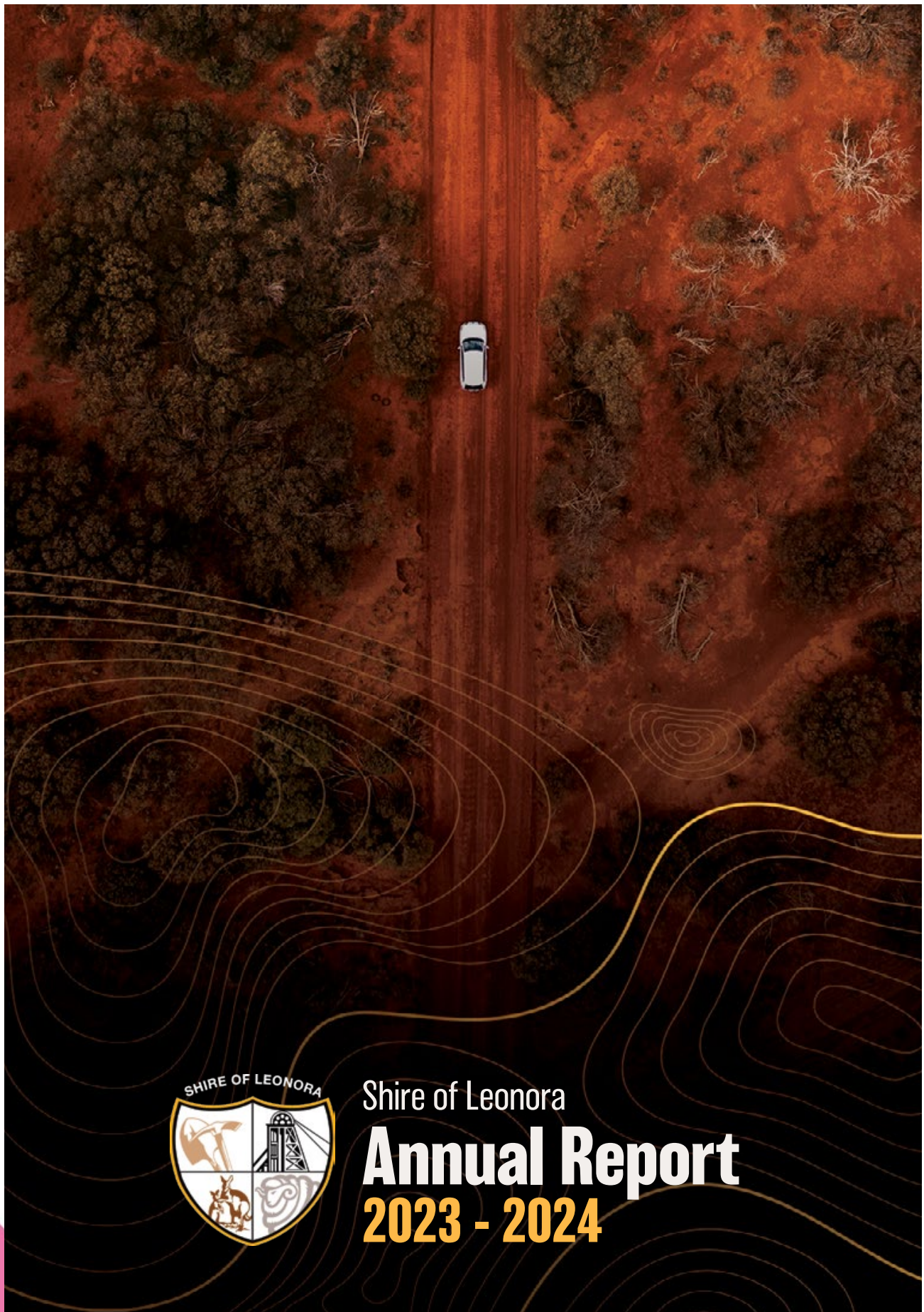
1. accept the Annual Report as presented for the year ended 30th June 2024; and
2. schedule the General Meeting of Electors for Tuesday 4 February 2025 at the conclusion of the Ordinary Meeting of Council, in the Shire of Leonora Council Chambers, Leonora.

VOTING REQUIREMENT

Simple Majority

SIGNATURE

Chief Executive Officer



Shire of Leonora

Annual Report

2023 - 2024



ACKNOWLEDGEMENT OF COUNTRY

The Shire of Leonora acknowledge the Traditional Owners of the land where we work and live. We pay our respects to Elders past, present, and emerging. We celebrate the stories, culture, and traditions of all communities who also work and live on this land.

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SHIRE OF LEONORA



On the Edge of the Desert: A Gateway to Western Australia's Golden Outback

The Shire of Leonora, situated in the heart of the Northern Goldfields, encompasses an expansive area of approximately 31,893 square kilometres. Located 828 kilometres northeast of Perth and 235 kilometres north of Kalgoorlie, Leonora serves as a vital hub for the region's mining, exploration, and pastoral industries.

Leonora's landscape is characterised by its vast red sandplains set against wide blue skies. The region's diverse ecosystem includes ephemeral wetlands like Lake Darlot, spinifex hummock grasslands in the north, and mulga shrublands on elevated rocky features in the south. This varied terrain provides a sanctuary for native wildlife and attracts bird enthusiasts to locations such as Malcolm Dam. The area's natural beauty is further enhanced by spectacular wildflower displays between July and September.

For outdoor enthusiasts, The Terraces, a large breakaway formation 40 kilometres northeast of Leonora, offers excellent bushwalking trails, camping spots, and panoramic views of the surrounding landscape.

Rich in history and cultural significance, Leonora's modern heritage dates back to 1869 when explorer John Forrest named Mount Leonora, an ancient Aboriginal



spiritual site associated with the Dreamtime story of the dingo, Baba Ngoorba. The Shire boasts an exceptional collection of well-preserved heritage buildings, offering visitors a unique glimpse into the area's gold rush era.

One of the Shire's most distinctive attractions is the living ghost town of Gwalia. Abandoned in 1963 following the closure of the Sons of Gwalia mine, it features restored miners' cottages and commercial buildings. The historic Hoover House, now a guesthouse and café, was originally built in 1898 for mine manager Herbert Hoover, who later became the 31st President of the United States. The Gwalia Museum showcases the Oregon headframe, believed to be Australia's only remaining wooden incline headframe, designed by Hoover himself.

The region boasts a rich and extensive Indigenous history that spans thousands of years. In more recent times, this cultural significance has been formally acknowledged through the recognition of over 700 Aboriginal heritage sites of importance within the area. These sites represent a diverse range of cultural, spiritual, and historical significance to the Traditional Owners and custodians of the land, the Wongatha people.

Today, Leonora stands as a thriving desert community, serving as a key service centre for the region's industries. The town's multicultural population includes a significant Aboriginal community, with various family groups represented within the Shire. Leonora provides a range of essential services to support its residents and visitors.

With its strategic location, rich history, and diverse natural attractions, the Shire of Leonora continues to play a vital role in Western Australia's outback, offering a unique blend of heritage, industry, and natural beauty in the heart of the Golden Outback.



Message from the President

It is with great pleasure that I present the 2023/2024 Annual Report, providing a comprehensive overview of the Shire of Leonora's achievements and key highlights from the past year.

The Shire of Leonora Council remains steadfastly committed to delivering optimal outcomes for our community. Reflecting on the year's accomplishments, I am particularly proud to note the continued success of the annual Golden Gift event, which was expertly organised and executed by our dedicated Shire staff. The 2023/2024 budget saw the implementation of several crucial projects, including but not limited to:

- Drafting of the Eastern Precinct Plan
- Re-structure of the Community Grants Program
- New CCTV towers to enhance community safety

The Shire of Leonora has still maintained its active membership in the Goldfields Voluntary Regional Organisation of Councils (GVROC) and Northern Goldfields Working Group (NGWG).

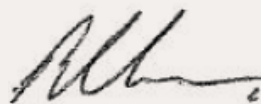
We welcomed the State Government's commitment to establish Family and Domestic Violence programs and safe house accommodation in Leonora. This initiative will allow residents to access vital support services locally, strengthening our community's resilience and well-being.

I extend my appreciation to our CEO, Mr. Ty Matson, for his productive first year in the role. He has been actively engaged in implementing a new organizational structure and modernizing the Shire IT Administration framework.

My sincere gratitude goes to my fellow Councillors, with special thanks to Cr. Ross Norrie for his unwavering support in his role as Deputy President. We also warmly welcomed our newest council member, Tanya Nardone.

I would like to acknowledge the dedication of our Shire staff and express my genuine thanks to the community for their continued support in making Leonora an exceptional place to live.

The Shire of Leonora remains committed to balancing the preservation of our natural environment and lifestyle, respecting our rich heritage, and fostering economic growth. As we stand on the cusp of an exciting and progressive future, we anticipate numerous positive developments that will further enhance our thriving community.



PJ Craig
President

Elected Members

Mr P Craig

SHIRE PRESIDENT

Retirement: 2027

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P 08 9037 9191 (work) | 08 9037 9054 (home)
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E cr.peter.craig@leonora.wa.gov.au

Mr R A Norrie

DEPUTY PRESIDENT

Retirement: 2027

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Ms L R Petersen

COUNCILLOR

Retirement: 2025

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 LEONORA WA 6438
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Mr A E Taylor

COUNCILLOR

Retirement: 2025

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Mr R M Cotterill

COUNCILLOR

Retirement: 2025

A PO Box 8, LEONORA WA 6438
P 08 9037 6167
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Ms T Nardone

COUNCILLOR

Retirement: 2025

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Ms F Harris

COUNCILLOR

Retirement: 2027

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Elected Member fees, allowances and expenses

For the year ending 30 June 2024

	Allowance	Attendance	Info & Coms	Reimburse / Travel	Total
P Craig	30,750	8,120	3,500	11,598	53,968
R Norrie	7,500	6,250	3,500	2,523	19,773
R Cotterill	-	6,250	3,500	-	9,520
F Harris	-	6,250	3,500	-	9,520
A Taylor	-	6,250	3,500	3,326	12,846
L Petersen	-	4,300	3,500	-	7,800
T Nardone	-	3,655	3,500	-	7,155

Elected Member Training

	Serving on Council	Understanding Local Government	Meeting Procedures	Conflicts of Interest	Understanding of Financial Reports and Budget
P Craig	Completed 2019	Completed 2017	Completed 2020	Completed 2019	Completed 2017
R Norrie	Completed 2019	Completed 2019	Completed 2019	Completed 2019	Completed 2017
R Cotterill	Completed 2024	Completed 2024	Completed 2024	Completed 2024	Completed 2024
F Harris	Completed 2017	Completed 2019	Completed 2024	Completed 2024	Completed 2017
A Taylor	Completed 2021	Completed 2020	Completed 2020	Completed 2020	Completed 2021
L Petersen	Completed 2017	Completed 2017	Completed 2017	Completed 2020	Completed 2017
T Nardone	Completed 2024	Completed 2024	Completed 2024	Completed 2024	Completed 2024

Elected Members Attendance

	JUL		AUG	SEP		OCT	NOV	DEC		FEB	MAR		APR	MAY	JUN	
	18th OMC	25th SMC	15th OMC	26th OMC	26th ARC	17th OMC	21st OMC	19th OMC	19th ARC	20th OMC	19th OMC	19th ARC	16th OMC	21st OMC	18th OMC	18th ARC
P Craig	✓	✓	LA	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
R Norrie	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
L Petersen	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	⊙	⊙	✓	✓	✓	✓
R Cotterill	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
A Taylor	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
F Harris	LA	✓	✓	✓	✓	✓	✓	LA	LA	⊙	✓	✓	✓	✓	LA	LA
T Nardone							✓	✓	✓	⊙	✓	✓	✓	✓	✓	✓
A Moore	✓	✓	✓	LA	LA	LA										

OMC Ordinary Council Meeting ARC Audit and Risk Council Meeting

✓ Attended ⊙ Attended via Teams or Zoom LA Leave of Absence



Message from the Chief Executive Officer

Looking back on a year of growth and transformation, I am proud to share some of the key achievements our team delivered throughout 2023/2024, driving us closer to our vision.

This year has been both productive and demanding, with the Shire focused on strengthening governance and operational efficiencies to further enhance the high level of service we provide to our community.

A strategic organisational restructure was undertaken to improve service delivery and enhance efficiency. The Deputy Chief Executive Officer role was replaced with two manager roles, bringing the leadership team to a Chief Executive Officer, Manager Works and Services, Manager Community Services and Manager Business Services. The new positions have provided more intensive support to our staff. I was delighted to promote two highly capable and deserving long-term staff members into these roles, and they have both made significant contributions in a short period. I am incredibly proud of all our staff and their efforts.

This year, we enhanced operational efficiencies through fleet refurbishment, the implementation of a comprehensive Work Health and Safety System, and a focus on improving business processes and service delivery. These initiatives have led to a very busy year for our Shire staff. I was impressed by how well all team members embraced these changes. The dedication of the Shire staff to the community is exceptional and rivals any other local government I have encountered.

The Shire of Leonora has made substantial progress in addressing our community's priorities as outlines in the Shire's Plan for the Future. We have successfully completed and delivered several key projects in 2023/2024, including the Aging in Place facility and the swimming pool refurbishment, while also making significant progress advancing some of our key future focuses such as the Eastern Precinct project.

With considerable mining activity to the west of Leonora, plans are underway to develop a mixed-use Eastern Precinct. This will feature a multi-use

recreational area that includes firearm ranges, a racetrack and other recreation facilities. Additionally, there are plans for a new Roadhouse to accommodate the increased traffic from the Great Central Road and the proposed extension of the heavy freight bypass.

In early 2024, we experienced the end of a long-standing drought, bringing much needed rain to our Shire. This has rejuvenated the bush, making it a pleasure to drive around and enjoy the increased birdlife and blooming wildflowers. However, the rain was a double-edged sword, as several substantial rainfall events caused significant damage to the road network, with estimated damage costs reaching \$11 million. Efforts are currently underway to secure disaster relief funding to repair the roads as quickly as possible.

Leonora is a great town that has retained its unique identity and strong sense of community. I have witnessed a high level of community engagement on projects such as the Eastern Precinct and Leonora Safehouse, which is encouraging. Active community involvement in shaping Leonora's future is essential to ensuring it continues to be a great place to live.

I would like to express my gratitude to our Shire President, Peter Craig, and the Councillors for their dedication and contributions to our community over the past year. I also want to express my sincere appreciation to the staff of the Shire of Leonora for their ongoing efforts throughout 2023/2024.

Ty Matson
Chief Executive Officer



**THIS YEAR HAS BEEN BOTH
PRODUCTIVE AND DEMANDING,
WITH THE SHIRE FOCUSED ON
STRENGTHENING GOVERNANCE
AND OPERATIONAL EFFICIENCIES
TO FURTHER ENHANCE THE HIGH
LEVEL OF SERVICE WE PROVIDE
TO OUR COMMUNITY.**

Executive Team Organisational Chart



CHIEF EXECUTIVE OFFICER

Ty Matson

- Governance & Council Support
- Human Resources
- Work Health & Safety
- Community Development
- Organisational Development
- Strategic Planning
- Emergency Management
- Economic Development
- External Communications



MANAGER BUSINESS SERVICES

Kiara Lord

- Accounts
- Rates
- Insurance
- Budget
- Financial Reporting
- Audits
- Ranger Services
- Town Planning
- Building
- Environmental Health
- Customer Service
- Administration
- Information Communication Technology



MANAGER COMMUNITY SERVICES

Alex Baxter

- Recreational Centre & Pool
- CRC
- Job Support Hub
- Library & Tourism Centre
- Multi-use Courts
- Oval & Parks
- Skate Park
- Youth Services
- Golden Gift & Events
- Gwalia Precinct
- Leonora Early Learning Centre
- Sport & Community Groups

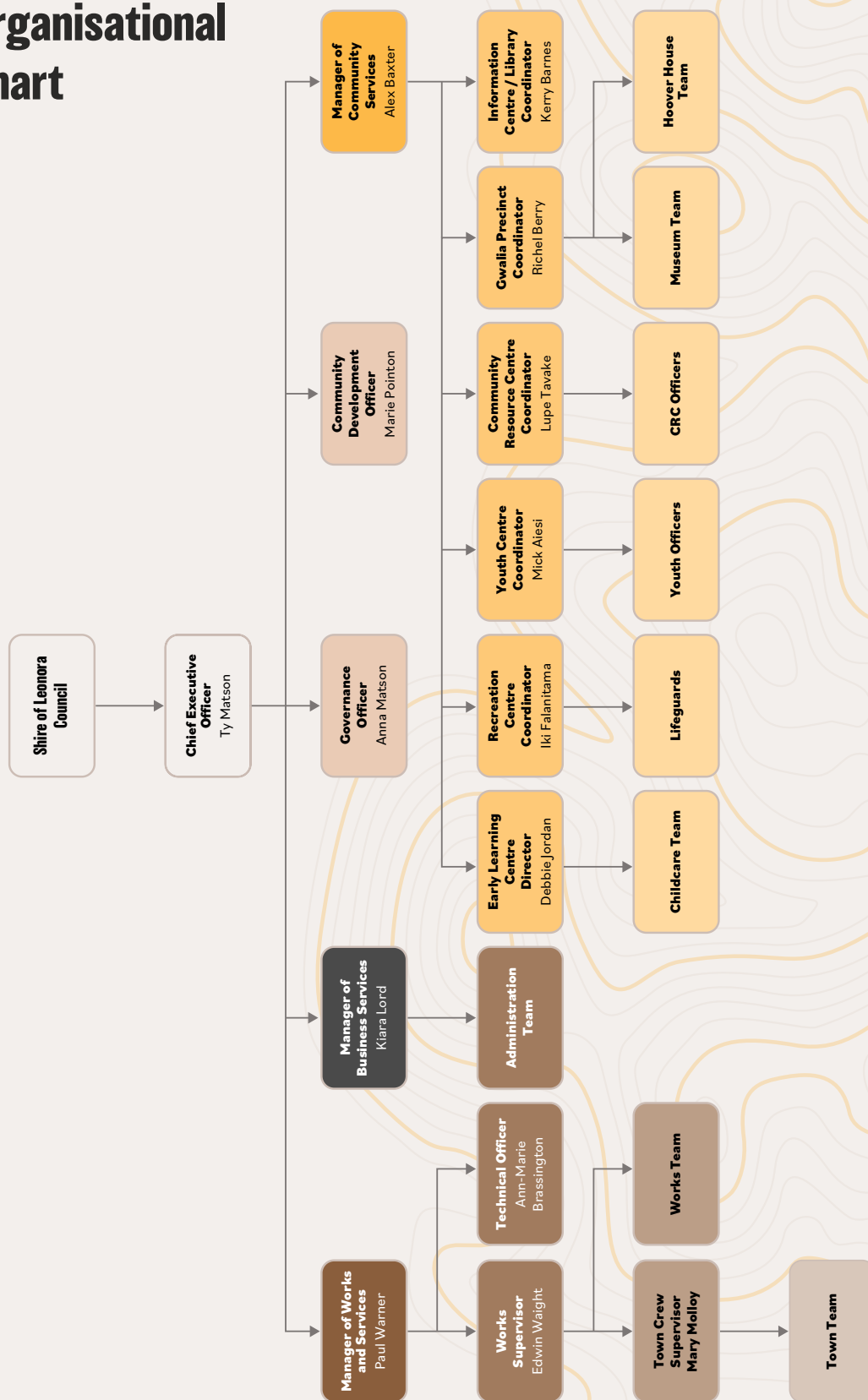


MANAGER WORKS & SERVICES

Paul Warner

- Airport
- Cemetery
- Park Ovals & Gardens
- Waste Management
- Roads & Footpaths
- Fleet and Plant Management
- Public Toilets
- Building Maintenance
- Strategic Planning
- Emergency Management
- Economic Development
- External Communications

Organisational Chart



SHIRE STATISTICS SNAPSHOT

Community



Distance
from Perth
832 kms



Mean Max
Temp
28.9C



2023/2024
Rainfall
264.8



Population
1,588



Private
Dwellings
815



Number of
Electors
516

Rates



Number of rateable properties
2,901 | GRV 690 | UV 2,211

Building



Number of building
applications
14

Planning



Number of planning
applications
1

Health



Number of Health
Registrations
9

Airport



Airport landings
2,660 includes 208 RFDS
Over 30,000 passenger
movements

CRC



1,163 People assistance provided
896 State Government &
Community information provided
42 Training Programs Delivered
and participant numbers
34 Video conference services
20 Local initiatives/projects

Leonora Early Learning Centre (LELC)



Number of enrolments - June 23 to May 24
12 children and 3 staff

Number of enrolments - June 24
15 children and 4 staff

GWALIA HISTORICAL PRECINCT SNAPSHOT

Number of Visitors



Accommodation
1,030



Museum
11,391



RV Vehicles
1,541



People in
RV Vehicles
3,093



Number of Visitors



Accommodation
\$95,821



Cafe
\$138,165.81



Merchandise
\$35,143.05



Donations
\$19,185.80



2023/2024 ACHIEVEMENTS & HIGHLIGHTS

The Shire of Leonora's Plan for the Future 2021-2031 outlines four key strategic themes that guide the delivery of services to our community. Throughout the 2023/2024 fiscal year, we have made significant progress in implementing these themes, resulting in several noteworthy accomplishments.

Theme Area: Social

Community Events

The Shire's annual community event program is dedicated to creating inclusive and engaging experiences for residents and visitors alike. Throughout the year, we hosted and supported a range of events and activities promoting active lifestyles, supporting our local economy and fostering community connections. This included NAIDOC Week, Multicultural Week, the Leonora Cup, Australia Day Party, The Golden Gift and a series of creative community workshops.

2024 marked the 22nd year of The Golden Gift and along with athletics, the event featured activities and entertainment for the whole family including live music performances, community markets and fireworks. It was successfully organised and managed by Shire staff, marking a return to in-house coordination after several years of outsourcing the event.

We saw the return of an art prize in 2023/2024 which was facilitated during The Golden Gift, providing an opportunity to show artists' works to a diverse audience. The Leonora Golden Gift Art Prize 2024 focused on nurturing a vibrant local art scene and it attracted a stunning display of Goldfields talent. Many beautiful works were entered, and the overall winner for 2024 was artist Simon Pool.

Family and Domestic Violence Safehouse

The Shire was successful in securing funding for the establishment of a Family and Domestic Violence Safehouse. The project will provide critical emergency accommodation and support services for those fleeing domestic violence situations, addressing a vital need in our community. This project will be completed in 2025 and is a collaborative project between the Commonwealth, State Governments, and the Shire of Leonora. It is a positive outcome for our community and allows those in need of a safe space, the ability to stay in Leonora rather than travel to other towns.

Youth Engagement

The Leonora Youth Centre has facilitated a range of diversionary programs throughout 2023/2024 including a music program, cooking program and art program. Coordination of the Youth Centre was outsourced in previous years to an external provider, however this year it was successfully transitioned back to in-house coordination by the Shire.



The Shire secured funding in 2023/2024 from the Commonwealth Government to facilitate an upgrade of the Leonora Youth Centre and works are due to be completed in 2024/2025.

During 2023/2024 the Shire collaborated with the Stephen Michael Foundation, the Shooting Stars and Blazers Basketball to provide additional activities for local youth.

Aging in Place Village

The Aging in Place project delivered eight modern, independent living units complete with adjoining private courtyards in the centre of Leonora in 2023/2024. The project received \$3.5 million in funding as part of the State Government's Regional Aged Accommodation Program. The project was completed and officially opened for its new residents to occupy in early 2024.

Pool Redevelopment

The Local Roads and Community Infrastructure Program enabled the Swimming Pool Retiling project to commence in 2022/2023 to enhance the life of the Leonora Swimming Pool. Works were completed in late 2023 with the retiling of the pool, including concourse paving. This work will ensure the facility will remain an excellent destination for relaxation and enjoyment for many years to come.

Community Grants

The annual community grant round opened in August 2023 with the aim of supporting community groups develop and deliver community initiatives.

The 2023/2024 grant round supported the extension of services and sporting opportunities throughout its communities with a total of \$80,000 being awarded towards 10 community initiatives. \$40,000 supported community initiatives in Leonora and \$40,000 in Leinster.

Theme Area: Economic

2023/2024 witnessed an ongoing and unprecedented boom in the resource industry. With record gold prices and significant investment in other resources, the Shire was a hive of activity.

The Shire began strategically planning the expansion of residential and industrial land availability while enhancing services throughout the region in 2023/2024. In a significant step forward, Council adopted the Eastern Precinct Master Plan. This precinct is set to integrate new sporting and recreation assets with the existing firearm facilities, creating a multi-functional community space. Provision for a service station and training area will enhance the offerings for the transport industry and tourists using the outback way.

New Power Generation Facility Project

In partnership with Horizon Power, the Shire progressed the Solar Power Generation Facility project to the advanced planning and design stage of delivery in 2023/2024. This innovative solar power generation facility will be strategically co-located with the Leonora Airport and is designed to replace the current gas facility which is approaching the end of its operational lifespan.

The new facility will feature a state-of-the-art solar array backed by a diesel generator, ensuring reliable and sustainable power generation. This initiative aligns with the Shire's commitment to renewable energy adoption and infrastructure modernisation, while also enhancing the airport's operational capabilities and energy security.

New Potable Water Supply

The Shire worked closely throughout 2023/2024 with the Water Corporation to secure a commitment for the construction of a new potable water facility. The current reverse osmosis plant, which has served the community for many years, is set to be replaced by a state-of-the-art facility.

This project aligns with Water Corporation's ongoing efforts to upgrade and modernise water infrastructure across Western Australia, aiming to ensure long-term water security and quality for regional communities. The planned facility will incorporate the latest water treatment technologies, potentially featuring advanced filtration systems and enhanced energy efficiency measures.

This upgrade is part of a broader strategy to strengthen the resilience of water supply infrastructure in response to climate change and rising demand. The project reflects the Shire's commitment to sustainable development and its proactive approach to addressing future water needs. While specific design details of the new plant are still being finalised, it is expected that the upgrade will significantly improve the reliability and efficiency of the local water supply system. The Shire and the Water Corporation will continue to collaborate throughout the planning and eventual construction phases to minimise disruptions to residents and ensure a seamless transition to the new facility.



Theme Area: Environment

Electric Vehicle Charger

The Shire was successful in obtaining grant funding for the installation of electric vehicle charger infrastructure near the Recreation Centre in Leonora's town centre. The funding was received through the WA EV Network program which is a State Government initiative delivered by Synergy and Horizon Power as part of a \$24.4 million fund to promote electric vehicle usage.

Installation of the infrastructure in 2024/2025 will ensure Leonora and our neighbouring communities are part of the expanding WA EV Network, making it easier for electronic vehicle drivers to explore regional Western Australia.

Outback Grave Markers

The volunteers at the Outback Grave Markers continued their fantastic work throughout the year bringing to life the lives and tragedies of the early gold days. The markers are being installed across the Shire and are well worth taking the time to read.

The volunteers at Outback Grave Markers continue their invaluable work in illuminating the lives and tragedies of the early gold rush era. The markers are being installed throughout the Shire, and they are well worth the time to read and reflect upon.

Capital Works

A total of \$5,693,281 was expended during the 2023/2024 financial year on capital works projects, with \$1,841,604 of external funding received to subsidise these costs.

A claim was submitted through the Commonwealth Disaster Relief Grants program to address the extensive damage to the Shire's 1,200-kilometre unsealed road network caused by severe weather events. This funding is essential for repairing the extensive damage, estimated at \$11 million, and for implementing measures to strengthen the resilience of our road network against future extreme weather events. Looking ahead to 2024/2025, we anticipate commencing extensive repair efforts across the affected road infrastructure.



CCTV Infrastructure

The Shire has significantly enhanced its surveillance capabilities with the acquisition of seven redeployable camera towers, marking a substantial upgrade to its CCTV infrastructure. Four of these advanced camera towers will be strategically positioned at the town's entry points, equipped with both video recording and automatic number plate recognition (ANPR) technology. The remaining three towers are designed for rapid deployment to allow for targeted surveillance in response to emerging public safety concerns or specific events.

This expansion of the CCTV network is part of a comprehensive approach to combat crime and antisocial behavior, while also supporting broader community safety initiatives. The Shire is committed to implementing this technology responsibly, adhering to relevant privacy laws and best practices in data management and security.

Cactus Hunters

The volunteers at the Cactus Hunters continued their work throughout 2023/2024 tracking the scourge of invasive cacti in the Shire, in preparation management through specialist eradication.

Left unmanaged these plants can spread rapidly, outcompeting native vegetation, degrading soil quality and disrupting the local ecosystem. The ongoing efforts of the Cactus Hunters is crucial for monitoring and understanding the spread of these invasive species providing essential data that will support effective, targeted eradication.



Theme Area: Leadership

2023/2024 has seen the introduction of monthly posts by the CEO to the community providing updates on Council Agendas and projects. A register of resolutions adopted by Council and their status has been placed on the Shire's website. This allows residents and ratepayers to track Council's progress on achieving the aims.

Policies

A comprehensive review of Council policies commenced in 2022/2023 and this included amendments to current policies and the development of new policies to ensure compliance with legislation and to provide appropriate governance framework.

Council adopted the new policy manual at its meeting held 21 November 2023.

Elected Members

October saw the reelection of several existing Councillors and the welcoming of Cr Tanya Nardone. Leonora is well served by its dedicated seven Councillors who are passionate about making this great place greater.

Organisational Restructure

Council approved a strategic organisational restructure aimed at improving service delivery, enhancing efficiency, and better aligning resources with the corporate objectives of the organisation.

The restructuring initiative stemmed from the departure of the Deputy Chief Executive Officer, and subsequent identification of opportunities for enhancing organisational performance with the introduction of two manager roles. The existing Manager Works and Services was joined by the newly created positions of Manager Business Services and Manager Community Services. This has greatly enhanced the Shire's ability to serve our community.

Financial Management

The attached financial report of the Shire of Leonora for the financial year ended 30 June 2024 is based on proper accounts and records to present fairly the financial position of the Shire of Leonora at 30 June 2024 and the results of the operations for the financial year then ended in accordance with the Local Government Act 1995, the Australian Accounting Standards.



**IN PROGRESSING
TOWARDS THESE DESIRED
OUTCOMES, COUNCIL'S ROLE
MAY VARY FROM 'DOING',
TO COLLABORATING, TO
ADVOCATING IN BEHALF OF
THE COMMUNITY.**

Statutory Reports

Citizenship Ceremonies

Attaining Australian citizenship signifies a profound commitment to Australia. The Shire of Leonora holds the citizenship ceremonies as an esteem function and we take great pride in hosting these events.

In 2023/2024 we held two ceremonies welcoming a total of three new citizens.

Freedom Of Information Statement

FREEDOM OF INFORMATION ACT 1992

Pursuant to Freedom of Information Act Section 96 and 97 an information statement detailing the process for applying for information under the Act and information the local government provides in addition to the FOI Act, the Shire is required to publish an Information Statement which details the process of applying for information under the Act as well as information that the Shire provides outside the Act.

This Information Statement is available on the Shire of Leonora website. The Freedom of Information Act 1992 and associated regulations can be found on the State Law Publisher website at www.slp.wa.gov.au where a full copy of all State legislation is available. Further information about Freedom of Information can also be found on the Freedom of Information Commissioner's website <http://foi.wa.gov.au/>.

During the 2023-2024 financial year there was one Freedom of Information application received or processed by the Shire.



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State Record Act 2000 - Recordkeeping

- A. The Shire of Leonora is required to comply with the above mentioned State Government imposed Legislation.
- B. A Record Keeping Plan has been produced and approved by the State Records Commission.
- C. In accordance with minimum compliance requirements of Principle 6 of the State Records Commission – Standard 2, the following has been implemented:
 2. The efficiency and effectiveness of Councils Record Keeping Systems is evaluated not less than once every three years.
 3. The Council conducts a Record Keeping Training program.
 4. The efficiency and effectiveness of the Record Keeping Training program is reviewed from time to time.
 5. The Council's induction program addresses employee roles and responsibilities in regard to their compliance with Council's Record Keeping Plan.
 6. The Recordkeeping Plan was reviewed in December 2023.
 7. The new review is due December 2024

In order to progress the Shire of Leonora's document control practices, in 2019/20 an Electronic Information Management System was implemented.

National Competition Policy

The Competition Principles Agreement is an Inter-government Agreement between the Commonwealth and State/Territory Governments that sets out how government will apply National Competition Policy principle to public sector organisations within their jurisdiction.

The State Government released a Policy Statement effective from July 1996 called the Clause 7 Statement which forms part of the Competition Principles Agreement. The clause 7 policy document sets out nominated principles from the Agreement that now apply to Local Government. The provisions of Clause 7 of the Competition Principles Agreement require local government to report annually as to the implementation, application and effects of the Competition Policy.

The Competition Principles Agreement, under Clause 7, specifies three broad areas of reporting, they are:

- Competitive Neutrality
- Structural Review of Public Monopolies; and
- Legislative Review

In accordance with the requirements of the National Competition Policy the Shire of Leonora makes the following disclosure for 2023/2024.

COMPETITIVE NEUTRALITY

The objective of competitive neutrality is the elimination of resource allocation distortions arising out of local government ownership of significant business activities.

The Shire of Leonora has assessed its operations and considers that it does not have a business activity that would be classed as significant under the current guidelines. Also the Shire of Leonora does not operate a business enterprise that has been classified by the Australian Bureau of Statistics as either a Public Trading Enterprise or Public Financial Enterprise.

The number of activities to which competitive neutrality principles have been applied in the reporting period is: NIL.

The number of activities to which competitive neutrality principles have been considered but not applied in the reporting period is: NIL.

Under the implementation timetable required by the National Competition Policy Statement the Shire of Leonora was required to undertake a cost benefit analysis to determine which significant business activities would be subject to competitive neutrality. This analysis was not undertaken by the Shire as no significant activities have been identified as part of its operations.



During the reporting period the Shire of Leonora did not become aware of any allegations of noncompliance with the competitive neutrality principles made by a private entity against the Shire.

STRUCTURAL REVIEW OF PUBLIC MONOPOLIES

In relation to Structural Review of Public Monopolies the Shire of Leonora discloses the following:

Structural reform principles have been applied to the following number of activities in the reporting period: NIL.

Structural reform principles have been considered but not applied to the following number of activities in the reporting period: NIL.

As no structural reform has been applied to any activities the review requirements of principle SR.3 of Clause 7 of the Competition Policy Statement have not been undertaken.

LEGISLATION REVIEW

The Shire of Leonora has a portfolio of local laws (previously known as by-laws) which may or may not conflict with the Competition Principles Agreement. These local laws are reviewed to ensure compliance with the reporting requirements,

Section 3.16 of the Local Government Act 1995 requires that all of the local laws of a Local Government must be reviewed within an eight-year period after their commencement to determine if they should remain unchanged or be repealed or Amended.

The Shire of Leonora is currently reviewing its local laws.



Acceptance of the Annual Report

**Annual Report
Financial Year Ending 30th June 2024**

Adopted

Date: 13 December 2024

Disability Access and Inclusion Plan

- A. The Shire of Leonora is required to comply with the State Government imposed Disability Services Act (1993).
- B. A Disability Access and Inclusion Plan 2025-2029 has been approved with the following principal intent.
 - i. Existing services are adapted to ensure they meet the needs of people with disabilities.
 - ii. Access to buildings and facilities are improved.
- C. The following delivery of services was implemented in the reporting year. NIL

Review of the plan was undertaken during the reporting period and as advised by Department of Communities, meets the requirements of the Disability Services Act 1993.

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Official Conduct-Complaints Register

Pursuant to S.5.121 of the Local Government Act 1995, a complaints register has been maintained. As at the 30th June 2024, no complaints were recorded, therefore no action was required to deal with complaints.

Information of Payments to Employees

Pursuant to Section 5.53 (2)(g) of the Local Government Act 1995, and Administration Regulation 19B (2), set out below, the number of those employees with an annual salary entitlement that falls within each band of \$10,000 over \$130,000;

Salary Range (\$)	Number of Employees
130,000 – 140,000	2
160,000 – 170,000	1
310,000 – 320,000	1

POLICIES

The following Policies were reviewed and updated in November 2023.

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
New. Policy Manual Introduction			Adopted	Provides context and background detailing purpose of Council policies.
New. Policy Manual Review History Record (Revocations etc)			Adopted	Tabular form to record a summary of all reviews. Individual policies will also include history. Document Control Tables have been included at the end of the policy manual to record this. Historical revisions are included within the individual policies.

GENERAL ADMINISTRATION

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Agenda Items	Y	A.1.1	Rescinded	General policy action / operational in nature.
Chambers		A.1.2	Amended	Removed Shire President invitation to remove any crossover with administrative considerations (staffing, security of building etc).
Legal Representation		A.1.3	Amended	Policy Adopted November 2000 and no known Amendments since original Adoption. Increased assistance provision from \$5,000 to \$10,000 to reflect current market service conditions. Included exemption within procurement policy where this policy is activated and supporting controls.
Disclaimer		A.1.4	Rescinded	No longer relevant.
Well Wishes From Council		A.1.5	Rescinded	Gift provisions (legislative, Code of Conduct etc) which may result in conflict with this policy.
Meetings of Council - Guest Speakers		A.1.6	Amended	Policy allowed President to approve or disapprove requests to address Council. However there was no authority as an individual elected member to do this. Policy Amended to update controls and decision making. Amended policy wording to align with local law.

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Public Relations - Press Releases	Y	A.1.7	Rescinded	In light of foreshadowed changes to legislation, and conflicts within the original policy, rescinded the policy and a letter or memo to the CEO from the President to be issued as interim measure until regulatory changes are effected. Code of Conduct also provides in some instances.
Execution of Documents	Amended	A.1.8	Amended	Not a policy position.
External Complaints Management	Y	A.1.9	Amended	<p>Procedures should be managed at administrative level. Policy to appropriately separate the requirements of complaints officers as per legislation.</p> <p>Complaints alleging a breach of the behaviours set out in Division 3 of the Code of Conduct for Council Members, Committee Members and Candidates are to be received by the Complaints Officer authorised by council. (The CEO is currently delegated with that function). If any complaint is received the local government (council) is to determine if a breach has occurred and any action required. The policy has been revised to provide clarity for the receiving of types of complaints. CEO procedure to be implemented for the process to deal with the Code of Conduct complaints.</p> <p>The Alleged Breach Form is required to be authorised by council and is included in the policy manual to ensure compliance, Adopted and review.</p> <p>Draft policy updates to separate community and service complaints from legislative complaints.</p>
External Complaints Management	Y	A.1.9	Combine	Considered and included legislative requirements as reviewed and Adopted in 2021.
Citizenship Ceremony		A.1.10	Amended	Level of policy background and detail reduced (does not provide additional guidance etc).
Recordkeeping Policy		A.1.11	Amended	Aligned with approved Record Keeping Plan (which is subject to ongoing reviews).
Declaration of State of Emergency		A.1.12	Rescinded	Restates legislation and not necessarily a policy position.

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Legislative Compliance		New	Adopted	Policy to ensure commitment to high levels of legislative compliance, including reporting and actioning of breaches.
Internal Controls		New	Adopted	Policy to formalise Council's commitment to and approach to legislative compliance.
Approvals at Short Notice		New	Adopted	Provides ability to act on matters requiring a simple majority decision of Council in between meetings. Some proposed policies which have been reviewed/developed may require such approvals.

FINANCE

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Financial Governance		New	Adopted	To establish prudent, transparent, accountable and equitable financial management and governance principles to be applied to general financial decision making.
Borrowing Management		New	Adopted	To reflect a 'no Borrowings' position
Rating		New	Adopted	Applying the rating principles set out within the Local Government Act 1995 in making decisions on the purpose for which the land is held or used or identifying any other characteristics of the land for rating purposes, including for change in valuation method.
Rating Exemption		New	Adopted	Establish a consistent approach to determine and review whether land is not rateable under Section 6.26 of the Local Government Act 1995. Provides for a delegation to the CEO, to deal with applications for exemption.
Audit & Risk Committee Terms of Reference (TOR)		New	N/A	Consider delegations to committee and whether to remain. Draft TOR developed for review.
Investments		A.2.1	Amended	Proposed policy updates include sections with some Amendments to investment terms and risk to align with Adopted risk management policy. Some sections have been added to better define expected control information. References to processes have been removed (to be considered with CEO procedures).

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Corporate Transaction Cards	Y	A.2.2	Amended	Proposed policy has been reviewed and updated to align with policy developed through NGCG Collaborative Policy Review, and Amended to capture all transaction cards rather than only credit cards and limit the credit for each card to \$15,000. Further controls to be included through proposed CEO operational policies/procedures. Limitations on card limits, reporting of loss/theft and custodian where cards are to be returned required to be completed.
Purchasing Policy		A.2.3	Amended	Proposed policy has been reviewed and updated to align with policy developed through NGCG Collaborative Policy Review. Addresses changes to legislation, contract variations and extensions, and has improved controls with regard to procurement for tender exempt purchases. Has removed detailed repetition to legislation also. Updated to remove conflict with delegations also. Removed procedural forms (to be maintained in operational controls register). Workshop discussions controls such as contracts, exemptions, purchase thresholds and reporting, have been considered and applied. Additional consideration being applied relating to compliance and risk.
Rates Recovery	Y	A.2.4	Amended	Updated to remove repetition of legislation. Also updated to refer to financial hardship policy.
Insurance	Y	A.2.5	Rescinded	Timing may not align with expiration of current policies, and limits noted within the policy are set by the insurer, not by Council (may lead to insufficient insurance levels). Operational procedures should provide.
Budget Management - Capital Acquisitions	Y	A.2.6	Rescinded	Operational in nature.
Taxation Exemptions		A.2.7	Rescinded	Policy intent understood to originally prevent opportunities for stamp duty tax avoidance.

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Assets Accounting		A.2.8	Rescinded	Level of prescription may result in non compliance with accounting standards. Accounting standards govern, policy in its current form does not provide additional guidance or support. Accounting policies are adopted when adopting the annual budget.
Loans - Self Supporting		A.2.9	Rescinded	To be included in broader proposed 'Borrowing Management' policy.
Asset Management Policy		A.2.10	Amended	Policy has been reviewed and updated to align with current practices and adopted plans. Removed references to non relevant parties and better alignment of content to IPR documents.
The Application of Gross Rental Valuation to Mining Petroleum and Resource Interests		A.2.11	Rescinded	Policy scope is limited to mining/resources interests and also references trial periods from 2014 to 2017 and are now outdated. High levels of legislative detail/repetition and references.
Valuation of Land - Mining	Y	A.2.12	Rescinded	Included high levels of legislative details and references, as well as application forms which are external regulatory body documents.
Risk Management Policy		A.2.13	Amended	Remove detailed reference to standard (i.e. to read 'ISO 31000')
Regional Price Preference/ Buy Local Policy		A.2.14	No Action	No changes proposed
Panels of Pre-Qualified Suppliers		A.2.15	Rescinded	Risks associated with these panels (i.e. capacity and administrative resources to manage such panels).
Creditor Management	Y	A.2.16	Rescinded	Operational in nature.
Financial Hardship		A.2.17	Amended	

HUMAN RESOURCES

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Gratuity Payments		A.3.1	Amended	Updated to align with policy developed through NGCG Collaborative Policy Review where no gratuity payments considered (remove re-stated legislative references etc).

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Conferences - Staff Attendance and Representation	Y	A.3.2	Rescinded	Operational in nature.
Conferences - Staff Travel and Accommodation Expenses	Y	A.3.3	Rescinded	Operational in nature.
Information and Communication Technology Usage	Y	A.3.4	Amended	Existing policy includes lots of operational inclusions. Reference to Australian Cyber Security Centre (ASCS) applied for policy inclusions and directed more toward cyber security than individual usage.
Strategic Work Health and Safety (WHS)	Y	A.3.5	Amended	Updated from 'Occupational Health and Safety' to broader Work Health and Safety (WHS) Strategic Policy. Policy content includes some overall statements and functions relating to CEO and management responsibilities. New policy title 'Strategic Work, Health and Safety (WHS)' NOTE: The policy refers to several CEO Procedures.
Temporary Employment or Appointment of a Chief Executive Officer		A.3.6	Amended	Updated to reference limitations to salary increases to be in line with SAT determination.
Harassment, Bullying and Discrimination	Y	A.3.7	Rescinded	Operational in nature.
Superannuation		A.3.8	No Action	No changes
Protection from the Sun for Outdoor Work	Y	A.3.9	Rescinded	Operational in nature.
Equal Opportunity		A.3.10	Rescinded	Legislation provides.
Staff Training	Y	A.3.11	Rescinded	Operational in nature.
Smoke Free Environment	Y	A.3.12	Rescinded	Legislation provides.
Staff - Senior Employees		A.3.13	Amended	Minor update to note legislative compliance considerations apply to positions.
Staff - Presentations on Termination	Y	A.3.14	Rescinded	Operational in nature.
Salaries and Wages - Mode of Payment	Y	A.3.15	Rescinded	Operational in nature.

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Payroll Deduction of Union Subscriptions	Y	A.3.16	Rescinded	Operational in nature.
Staff Incentive - Sick Leave Bonus	Y	A.3.17	Rescinded	Operational.
Fitness for Work (Including Alcohol, Drugs and Illegal Substance use in the Workplace)	Y	A.3.18	Rescinded	Operational.
Public Interest Disclosure		A.3.19	No Action	CEO is required by PID Act to publish on website information.
Social Media	Y	A.3.20	Rescinded	Operational in nature.
Working from Home	Y	A.3.21	Rescinded	Operational.
Recruitment and Selection	Y	A.3.22	Rescinded	Operational in nature.
Standards for CEO Recruitment, Performance and Termination		A.3.23	No Action	

COMMUNITY SERVICES

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Environment - Council Recognition		C.4.1	Rescinded	Not considered a policy position. Addressed through IPR considerations
Library Charges	Y	C.4.2	Rescinded	Operational in nature.
Unruly Behaviour in Council Facilities	Y	C.4.3	Rescinded	Operational consideration encompassing.
Use of Community Bus and/or other Vehicles	Y	C.4.4	Rescinded	Operational in nature.
Museum Collections	Y	C.4.5	Amended	Was 'Gwalia Collection Policy' - combined to an Amended 'Museum Collections' policy with a broader policy statement to support the commitment to aligning with best practice initiatives and industry standards relating to museum collections, noting the CEO will implement and maintain procedures to support achieving policy objectives. Some existing/previous policy content to be implemented as CEO procedure.

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Regional Leonora Collection Policy	Y	C.4.6	Rescinded	To be combined to an Amended 'Museum Collections' policy with a broader policy statement to support the commitment to aligning with best practice initiatives and industry standards relating to museum collections, noting the CEO will implement and maintain procedures to support achieving policy objectives. Existing/previous policy content to be implemented as CEO procedure.
Ageing in Place Village		C.4.7	Amended	New policy adopted 16 May 2023. When project nears completion, policy revision may be required to clarify approval process and remove operational considerations. Include reference to a delegation to appoint a caretaker.

MEMBERS

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Events - Council Members' and Chief Executive Officer Attendance and Representation		M.5.1	Amended	Updated to align with policy developed through NGCG Collaborative Policy Review.
Conferences - Members' Travel and Accommodation Expenses		M.5.2	Amended	SAT determination provides for expenses and allowances and rates. Determination also states LGs cannot proscribe or limit. Policy updates applied, to also note expenses relating to travel and accommodation must be deemed reasonable if subjected to scrutiny.
Public Question Time		M.5.3	Amended	Update for compliance with standing orders (requires public raising a question to state their name and address). N.B. Minister has flagged reform agenda in relation to meeting procedures (standardising). Options in draft to refer only to standing orders. Foreshadowed changes to regulations will also provide here.
Elected Member Mandatory and Ongoing Professional Development		M.5.4	Amended	Update to align with policy developed through NGCG Collaborative Policy Review. Capture legislative review requirements (to occur after each ordinary LG election). Remove detail where repeating legislative requirements

TECHNICAL SERVICES

Existing Policy Name	Operational in Nature (Y/N)	Existing Policy #	Action	Comment
Plant and Vehicle Replacement Program	Y	T.6.1	Rescinded	Operational.
Shire's Plant and Equipment - After Hour's Use	Y	T.6.2	Rescinded	Usage should be the same for all (and not separate by users whether employees etc). Noted policy detail is not for personal use, but for community use. May not have sufficient parameters, and more appropriate to be picked up in operational procedures.
Operation of Shire Plant	Y	T.6.3	Rescinded	Operational in nature.
Refuse Collection Charges		T.6.4	Rescinded	Not a policy position. Fees and charges reviewed annually and Adopted with budget.
Vendor / Trading Licence	Y	T.6.5	Rescinded	Able to manage through delegations and operational procedures.
Building Control - Free Standing Garden Sheds, Patios and Pergolas	Y	T.6.6	Rescinded	Building regulations and associated legislation prevail.
Building Control - Duration	Y	T.6.7	Rescinded	Operational in nature.
Building Control - Buildings set out by Licensed Surveyor	Y	T.6.8	Rescinded	Operational in nature.
Building Control - Relocated Dwellings		T.6.9	No Action	Workshop considered policy provides reasonable guidance
Building Licences	Y	T.6.10	Rescinded	Operational in nature.
Conditions for Surface Clearing and Drilling Activities within the Leonora Townsite		T.6.11	No Action	

FINANCIAL REPORT

FOR THE YEAR ENDED 30 JUNE 2024

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The Shire of Leonora conducts the operations of a local government with the following community vision:

The Shire will endeavour to provide the community services and facilities to meet the needs of the members of the community and enable them to enjoy a pleasant and healthy way of life.

Statement by Chief Executive Officer

For the Year Ended 30 June 2024

**SHIRE OF LEONORA
FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2024**

*Local Government Act 1995
Local Government (Financial Management) Regulations 1996*

STATEMENT BY CEO

The accompanying financial report of the Shire of Leonora has been prepared in compliance with the provisions of the *Local Government Act 1995* from proper accounts and records to present fairly the financial transactions for the reporting period ended 30 June 2024 and the financial position as at 30 June 2024.

At the date of signing this statement the particulars included in the financial report are not misleading or inaccurate.

Signed on the 3rd day of December 2024



CEO

Ty Matson
Name of CEO



Statement of Comprehensive Income

For the Year Ended 30 June 2024

	NOTE	2024 Actual \$	2024 Budget \$	2023 Actual \$
Revenue				
Rates	2(a),23	8,768,253	8,832,233	7,777,930
Grants, subsidies and contributions	2(a)	2,134,859	2,365,778	2,948,322
Fees and charges	2(a)	3,189,113	3,171,143	2,638,849
Interest revenue	2(a)	150,987	101,000	108,046
Other revenue	2(a)	281,150	346,890	315,212
		14,524,362	14,817,044	13,788,359
Expenses				
Employee costs	2(b)	(4,535,709)	(5,323,632)	(3,753,234)
Materials and contracts		(4,905,621)	(5,505,184)	(4,117,934)
Utility charges		(437,078)	(382,041)	(385,101)
Depreciation		(4,337,504)	(1,970,250)	(3,600,135)
Finance costs		(98,820)	0	(103,171)
Insurance		(326,809)	(383,056)	(322,902)
Other expenditure	2(b)	(105,797)	(369,995)	(181,430)
		(14,747,338)	(13,934,158)	(12,463,907)
		(222,976)	882,886	1,324,452
Capital grants, subsidies and contributions	2(a)	804,843	2,257,760	4,094,320
Profit on asset disposals		122,506	68,083	8,770
Loss on asset disposals		(18,514)	(1,895)	(25,447)
Fair value adjustments to financial assets at fair value through profit or loss	4	1,261	0	61,117
		910,096	2,323,948	4,138,760
Net result for the period		687,120	3,206,834	5,463,212
Other comprehensive income for the period				
<i>Items that will not be reclassified subsequently to profit or loss</i>				
Changes in asset revaluation surplus	15	1,655,897	0	27,031,759
Total other comprehensive income for the period	15	1,655,897	0	27,031,759
Total comprehensive income for the period		2,343,017	3,206,834	32,494,971

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



Statement of Financial Position

As at 30 June 2024

	NOTE	2024 \$	2023 \$
CURRENT ASSETS			
Cash and cash equivalents	3	11,954,878	11,271,986
Trade and other receivables	5	897,362	728,304
Inventories	6	84,581	69,855
Other assets	7	68,332	0
TOTAL CURRENT ASSETS		13,005,153	12,070,145
NON-CURRENT ASSETS			
Other financial assets	4	62,378	61,117
Inventories	6	45,052	45,052
Property, plant and equipment	8	38,208,406	35,177,240
Infrastructure	9	103,037,973	103,599,595
TOTAL NON-CURRENT ASSETS		141,353,809	138,883,004
TOTAL ASSETS		154,358,962	150,953,149
CURRENT LIABILITIES			
Trade and other payables	11	233,421	593,802
Other liabilities	12	2,376,397	913,054
Employee related provisions	13	223,961	210,653
TOTAL CURRENT LIABILITIES		2,833,779	1,717,509
NON-CURRENT LIABILITIES			
Employee related provisions	13	140,945	104,691
Other provisions	14	1,796,159	1,885,887
TOTAL NON-CURRENT LIABILITIES		1,937,104	1,990,578
TOTAL LIABILITIES		4,770,883	3,708,087
NET ASSETS		149,588,079	147,245,062
EQUITY			
Retained surplus		53,382,047	50,614,528
Reserve accounts	25	6,429,908	8,510,307
Revaluation surplus	15	89,776,124	88,120,227
TOTAL EQUITY		149,588,079	147,245,062



Statement of Changes in Equity

For the Year Ended 30 June 2024

	NOTE	RETAINED SURPLUS \$	RESERVE ACCOUNTS \$	REVALUATION SURPLUS \$	TOTAL EQUITY \$
Balance as at 1 July 2022		44,864,402	8,797,221	61,088,468	114,750,091
Comprehensive income for the period					
Net result for the period		5,463,212	0	0	5,463,212
Other comprehensive income for the period	15	0	0	27,031,759	27,031,759
Total comprehensive income for the period		5,463,212	0	27,031,759	32,494,971
Transfers from reserve accounts	25	1,000,000	(1,000,000)	0	0
Transfers to reserve accounts	25	(713,086)	713,086	0	0
Balance as at 30 June 2023		50,614,528	8,510,307	88,120,227	147,245,062
Comprehensive income for the period					
Net result for the period		687,120	0	0	687,120
Other comprehensive income for the period	15	0	0	1,655,897	1,655,897
Total comprehensive income for the period		687,120	0	1,655,897	2,343,017
Transfers from reserve accounts	25	3,058,435	(3,058,435)	0	0
Transfers to reserve accounts	25	(978,036)	978,036	0	0
Balance as at 30 June 2024		53,382,047	6,429,908	89,776,124	149,588,079

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



Statement of Cash Flows

For the Year Ended 30 June 2024

	NOTE	2024 Actual \$	2023 Actual \$
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts			
Rates		8,667,140	7,787,755
Grants, subsidies and contributions		2,456,917	2,928,054
Fees and charges		3,189,113	2,638,849
Interest revenue		150,987	108,046
Goods and services tax received		1,064,663	1,231,826
Other revenue		281,150	315,212
		15,809,970	15,009,742
Payments			
Employee costs		(4,506,174)	(3,812,672)
Materials and contracts		(5,326,754)	(4,057,893)
Utility charges		(437,078)	(385,101)
Insurance paid		(326,809)	(322,902)
Goods and services tax paid		(1,030,363)	(1,189,468)
Other expenditure		(105,797)	(181,430)
		(11,732,975)	(9,949,466)
Net cash provided by operating activities		4,076,995	5,060,276
CASH FLOWS FROM INVESTING ACTIVITIES			
Payments for purchase of property, plant & equipment	8(a)	(4,602,517)	(4,356,170)
Payments for construction of infrastructure	9(a)	(1,090,262)	(3,408,921)
Capital grants, subsidies and contributions		1,841,604	2,736,649
Proceeds from sale of property, plant & equipment		457,072	150,000
Proceeds from sale of infrastructure		0	13,864
Net cash (used in) investing activities		(3,394,103)	(4,864,578)
Net increase in cash held		682,892	195,698
Cash at beginning of year		11,271,986	11,076,288
Cash and cash equivalents at the end of the year		11,954,878	11,271,986

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

Statement of Financial Activity

For the Year Ended 30 June 2024

	NOTE	2024 Actual \$	2024 Budget \$	2023 Actual \$
OPERATING ACTIVITIES				
Revenue from operating activities				
General rates	23	8,491,238	8,610,527	7,554,414
Rates excluding general rates	23	277,015	221,706	223,516
Grants, subsidies and contributions		2,134,859	2,365,778	2,948,322
Fees and charges		3,189,113	3,171,143	2,638,849
Interest revenue		150,987	101,000	108,046
Other revenue		281,150	346,890	315,212
Profit on asset disposals		122,506	68,083	8,770
Fair value adjustments to financial assets at fair value through profit or loss	4	1,261	0	61,117
		14,648,129	14,885,127	13,858,246
Expenditure from operating activities				
Employee costs		(4,535,709)	(5,323,632)	(3,753,234)
Materials and contracts		(4,905,621)	(5,505,184)	(4,117,934)
Utility charges		(437,078)	(382,041)	(385,101)
Depreciation		(4,337,504)	(1,970,250)	(3,600,135)
Finance costs		(98,820)	0	(103,171)
Insurance		(326,809)	(383,056)	(322,902)
Other expenditure		(105,797)	(369,995)	(181,430)
Loss on asset disposals		(18,514)	(1,895)	(25,447)
		(14,765,852)	(13,936,053)	(12,489,354)
Non cash amounts excluded from operating activities	24(a)	4,380,633	1,909,240	3,624,996
Amount attributable to operating activities		4,262,910	2,858,314	4,993,888
INVESTING ACTIVITIES				
Inflows from investing activities				
Capital grants, subsidies and contributions		804,843	2,257,760	4,094,320
Proceeds from disposal of assets		457,072	478,500	163,864
		1,261,915	2,736,260	4,258,184
Outflows from investing activities				
Purchase of property, plant and equipment	8(a)	(4,602,517)	(5,961,377)	(4,356,170)
Purchase and construction of infrastructure	9(a)	(1,090,262)	(4,350,296)	(3,408,921)
		(5,692,779)	(10,311,673)	(7,765,091)
Amount attributable to investing activities		(4,430,864)	(7,575,413)	(3,506,907)
FINANCING ACTIVITIES				
Inflows from financing activities				
Transfers from reserve accounts	25	3,058,435	3,570,152	1,000,000
		3,058,435	3,570,152	1,000,000
Outflows from financing activities				
Transfers to reserve accounts	25	(978,036)	(949,233)	(713,086)
		(978,036)	(949,233)	(713,086)
Amount attributable to financing activities		2,080,399	2,620,919	286,914
MOVEMENT IN SURPLUS OR DEFICIT				
Surplus or deficit at the start of the financial year	24(b)	2,052,982	2,096,180	279,087
Amount attributable to operating activities		4,262,910	2,858,314	4,993,888
Amount attributable to investing activities		(4,430,864)	(7,575,413)	(3,506,907)
Amount attributable to financing activities		2,080,399	2,620,919	286,914
Surplus or deficit after imposition of general rates	24(b)	3,965,427	0	2,052,982

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

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

1. BASIS OF PREPARATION

The financial report of the Shire of Leonora which is a Class 3 local government comprises general purpose financial statements which have been prepared in accordance with the *Local Government Act 1995* and accompanying regulations.

Local Government Act 1995 requirements

Section 6.4(2) of the *Local Government Act 1995* read with the *Local Government (Financial Management) Regulations 1996* prescribe that the financial report be prepared in accordance with the *Local Government Act 1995* and, to the extent that they are not inconsistent with the *Local Government Act 1995*, the Australian Accounting Standards. The Australian Accounting Standards (as they apply to local governments and not-for-profit entities) and Interpretations of the Australian Accounting Standards Board except for disclosure requirements of:

- AASB 7 Financial Instruments Disclosures
- AASB 16 Leases paragraph 58
- AASB 101 Presentation of Financial Statements paragraph 61
- AASB 107 Statement of Cash Flows paragraphs 43 and 45
- AASB 116 Property, Plant and Equipment paragraph 79
- AASB 137 Provisions, Contingent Liabilities and Contingent Assets paragraph 85
- AASB 140 Investment Property paragraph 75(f)
- AASB 1052 Disaggregated Disclosures paragraph 11
- AASB 1054 Australian Additional Disclosures paragraph 16

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

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

Critical accounting estimates and judgements

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

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

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment - note 8
 - Infrastructure - note 9
- Measurement of employee benefits - note 13
- Measurement of provisions - note 14

Fair value hierarchy information can be found in note 22

The local government reporting entity

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

All monies held in the Trust Fund are excluded from the financial statements.

Initial application of accounting standards

During the current year, the following new or revised Australian Accounting Standards and Interpretations were applied for the first time.

- AASB 2021-2 *Amendments to Australian Accounting Standards - Disclosure of Accounting Policies or Definition of Accounting Estimates*

This standard resulted in terminology changes relating to material accounting policies (formerly referred to as significant accounting policies).

New accounting standards for application in future years

The following new accounting standards will have application to local government in future years:

- AASB 2014-10 *Amendments to Australian Accounting Standards - Sale or Contribution of Assets between an Investor and its Associate or Joint Venture*
- AASB 2020-1 *Amendments to Australian Accounting Standards - Classification of Liabilities as Current or Non-Current*
- AASB 2021-7c *Amendments to Australian Accounting Standards - Effective Date of Amendments to AASB 10 and AASB 128 and Editorial Corrections [deferred AASB 10 and AASB 128 amendments in AASB 2014-10 apply]*

- AASB 2022-5 *Amendments to Australian Accounting Standards - Lease Liability in a Sale and Leaseback*
- AASB 2022-6 *Amendments to Australian Accounting Standards - Non-current Liabilities with Covenants*

These amendments are not expected to have any material impact on the financial report on initial application.

- AASB 2022-10 *Amendments to Australian Accounting Standards - Fair Value Measurement of Non-Financial Assets of Not-for-Profit Public Sector Entities*

These amendment may result in changes to the fair value of non-financial assets. The impact is yet to be quantified.

- AASB 2023-1 *Amendments to Australian Accounting Standards - Supplier Finance Arrangements*

These amendments may result in additional disclosures in the case of applicable finance arrangements.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

2. REVENUE AND EXPENSES

(a) Revenue

Contracts with customers

Recognition of revenue is dependant on the source of revenue and the associated terms and conditions associated with each source of revenue and recognised as follows:

Revenue Category	Nature of goods and services	When obligations typically satisfied	Payment terms	Returns/Refunds/Warranties	Timing of revenue recognition
Grants, subsidies and contributions	Community events, minor facilities, research, design, planning evaluation and services	Over time	Fixed terms transfer of funds based on agreed milestones and reporting	Contract obligation if project not complete	Output method based on project milestones and/or completion date matched to performance obligations
Fees and charges - licences, registrations, approvals	Building, planning, development and animal management.	Single point in time	Full payment prior to issue	None	On payment of the licence, registration or approval
Fees and charges - waste management entry fees	Waste treatment, recycling and disposal service at disposal sites	Single point in time	Payment in advance at gate or on normal trading terms if credit provided	None	On entry to facility
Fees and charges - airport landing charges	Permission to use facilities and runway	Single point in time	Monthly in arrears	None	On landing/departure event
Fees and charges - sale of stock	Aviation fuel, kiosk and visitor centre stock	Single point in time	In full in advance, on 15 day credit	Refund for faulty goods	At point of sale
Other revenue - private works	Contracted private works	Single point in time	Monthly in arrears	None	At point of service

Consideration from contracts with customers is included in the transaction price.

Revenue Recognition

Revenue recognised during the year under each basis of recognition by nature of goods or services is provided in the table below:

For the year ended 30 June 2024

Nature	Contracts with customers	Capital grant/contributions	Statutory Requirements	Other	Total
	\$	\$	\$	\$	\$
Rates	0	0	8,768,253	0	8,768,253
Grants, subsidies and contributions	703,503	0	0	1,431,356	2,134,859
Fees and charges	1,920,425	0	52,284	1,216,404	3,189,113
Interest revenue	0	0	0	150,987	150,987
Other revenue	61,493	0	91,624	128,033	281,150
Capital grants, subsidies and contributions	0	804,843	0	0	804,843
Total	2,685,421	804,843	8,912,161	2,926,780	15,329,205

For the year ended 30 June 2023

Nature	Contracts with customers	Capital grant/contributions	Statutory Requirements	Other	Total
	\$	\$	\$	\$	\$
Rates	0	0	7,777,930	0	7,777,930
Grants, subsidies and contributions	1,016,744	0	0	1,931,578	2,948,322
Fees and charges	1,260,688	0	123,080	1,255,081	2,638,849
Interest revenue	0	0	0	108,046	108,046
Other revenue	48,146	0	0	267,066	315,212
Capital grants, subsidies and contributions	180,719	3,687,854	0	225,747	4,094,320
Total	2,506,297	3,687,854	7,901,010	3,787,518	17,882,679

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

2. REVENUE AND EXPENSES (Continued)

(a) Revenue (Continued)

Note	2024 Actual \$	2023 Actual \$
Interest revenue		
Interest on reserve account	93,803	73,086
Other interest revenue	57,184	34,960
	150,987	108,046
Fees and charges relating to rates receivable		
Charges on instalment plan	11,088	8,424
The 2024 original budget estimate in relation to: Charges on instalment plan was \$8,845.		
(b) Expenses		
Auditors remuneration		
- Audit of the Annual Financial Report	57,090	60,000
- Other services – grant acquittals	15,050	2,200
	72,140	62,200
Employee Costs		
Employee benefit costs	4,361,662	3,723,519
Other employee costs	174,047	29,715
	4,535,709	3,753,234
Other expenditure		
Sundry expenses	105,797	181,430
	105,797	181,430

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

3. CASH AND CASH EQUIVALENTS

Note	2024	2023
	\$	\$
Cash at bank and on hand	11,954,878	11,271,986
Total cash and cash equivalents	11,954,878	11,271,986
Held as		
- Unrestricted cash and cash equivalents	3,148,573	1,848,625
- Restricted cash and cash equivalents	8,806,305	9,423,361
16	11,954,878	11,271,986

MATERIAL ACCOUNTING POLICIES

Cash and cash equivalents

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

Bank overdrafts are reported as short term borrowings in current liabilities in the statement of financial position.

Restricted financial assets

Restricted financial asset balances are not available for general use by the local government due to externally imposed restrictions. Restrictions are specified in an agreement, contract or legislation. This applies to reserve accounts, unspent grants, subsidies and contributions and unspent loans that have not been fully expended in the manner specified by the contributor, legislation or loan agreement and for which no liability has been recognised.

4. OTHER FINANCIAL ASSETS

Non-current assets

Financial assets at fair value through profit or loss

Financial assets at fair value through profit or loss

Units in Local Government House Trust - opening balance

Movement attributable to fair value increment

Units in Local Government House Trust - closing balance

2024	2023
\$	\$
62,378	61,117
62,378	61,117
61,117	0
1,261	61,117
62,378	61,117

SIGNIFICANT ACCOUNTING POLICIES

Financial assets at fair value through profit or loss

The Shire has elected to classify the following financial assets at fair value through profit or loss:

- debt investments which do not qualify for measurement at either amortised cost or fair value through other comprehensive income.
- equity investments which the Shire has elected to recognise as fair value gains and losses through profit or loss.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

5. TRADE AND OTHER RECEIVABLES

Current

Rates and statutory receivables
Trade receivables
GST receivable

Note	2024	2023
	\$	\$
	196,290	97,456
	661,844	557,320
	39,228	73,528
	897,362	728,304

MATERIAL ACCOUNTING POLICIES

Rates and statutory receivables

Rates and statutory receivables are non-contractual receivables arising from statutory requirements and include amounts due from ratepayers for unpaid rates and service charges and other statutory charges or fines.

Rates and statutory receivables are recognised when the taxable event has occurred and can be measured reliably.

Trade receivables

Trade receivables are amounts receivable from contractual arrangements with customers for goods sold, services performed or grants or contributions with sufficiently specific performance obligations or for the construction of recognisable non financial assets as part of the ordinary course of business.

Other receivables

Other receivables are amounts receivable from contractual arrangements with third parties other than contracts with customers and amounts received as grants for the construction of recognisable non financial assets.

Measurement

Trade and other receivables are recognised initially at the amount of the transaction price, unless they contain a significant financing component, and are to be recognised at fair value.

Classification and subsequent measurement

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

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

Due to the short term nature of current receivables, their carrying amount is considered to be the same as their fair value. Non-current receivables are indexed to inflation, any difference between the face value and fair value is considered immaterial.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

6. INVENTORIES

Current

Fuel and materials

Non-current

Land held for resale

Cost of acquisition

Development costs

The following movements in inventories occurred during the year:

Balance at beginning of year

Inventories expensed during the year

Additions to inventory

Balance at end of year

Note	2024 \$	2023 \$
	84,581	69,855
	84,581	69,855
	300	300
	44,752	44,752
	45,052	45,052
	114,907	166,209
	(211,841)	(426,088)
	226,567	374,786
	129,633	114,907

MATERIAL ACCOUNTING POLICIES

General

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

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

Land held for resale

Land held for development and resale is valued at the lower of cost and net realisable value. Cost includes the cost of acquisition, development, borrowing costs and holding costs until completion of development.

Land held for resale (Continued)

Borrowing costs and holding charges incurred after development is completed are expensed.

Gains and losses are recognised in profit or loss at the time of signing an unconditional contract of sale if significant risks and rewards, and effective control over the land, are passed onto the buyer at this point.

Land held for resale is classified as current except where it is held as non-current based on the Shire's intentions to release for sale.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

7. OTHER ASSETS

Other assets - current

Accrued income

2024	2023
\$	\$
68,332	0
68,332	0

MATERIAL ACCOUNTING POLICIES

Other current assets

Other non-financial assets include prepayments which represent payments in advance of receipt of goods or services or that part of expenditure made in one accounting period covering a term extending beyond that period.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

8. PROPERTY, PLANT AND EQUIPMENT

(a) Movements in Balances

Movement in the balances of each class of property, plant and equipment between the beginning and the end of the current financial year.

	Land	Buildings - non- specialised	Total Property	Plant and equipment	Total property, plant and equipment
	\$	\$	\$	\$	\$
Balance at 1 July 2022	778,000	21,820,798	22,598,798	3,285,851	25,884,649
Additions	10,877	4,047,799	4,058,676	297,494	4,356,170
Disposals	(13,000)	(141,230)	(154,230)	0	(154,230)
Revaluation increments / (decrements) transferred to revaluation surplus	54,623	5,931,441	5,986,064	0	5,986,064
Depreciation	0	(464,475)	(464,475)	(430,938)	(895,413)
Balance at 30 June 2023	830,500	31,194,333	32,024,833	3,152,407	35,177,240
Comprises:					
Gross balance amount at 30 June 2023	830,500	31,194,333	32,024,833	4,597,834	36,622,667
Accumulated depreciation at 30 June 2023	0	0	0	(1,445,427)	(1,445,427)
Balance at 30 June 2023	830,500	31,194,333	32,024,833	3,152,407	35,177,240
Additions	0	2,622,793	2,622,793	1,979,724	4,602,517
Disposals	0	0	0	(353,080)	(353,080)
Depreciation	0	(706,471)	(706,471)	(511,800)	(1,218,271)
Balance at 30 June 2024	830,500	33,110,655	33,941,155	4,267,251	38,208,406
Comprises:					
Gross balance amount at 30 June 2024	830,500	33,817,125	34,647,625	5,894,605	40,542,230
Accumulated depreciation at 30 June 2024	0	(706,470)	(706,470)	(1,627,354)	(2,333,824)
Balance at 30 June 2024	830,500	33,110,655	33,941,155	4,267,251	38,208,406

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

8. PROPERTY, PLANT AND EQUIPMENT (Continued)

(b) Carrying Amount Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value - as determined at the last valuation date					
Land and buildings					
Land	2	Market approach using recent observable market data for similar properties/income approach using discounted cashflow methodology	Independent registered valuer	June 2023	Price per hectare/market borrowing rate
Buildings	2	Improvements to land, using cost approach method using depreciated replacement cost	Independent registered valuer	June 2023	Improvements to land using construction costs and current condition, residual values and remaining useful life assessments

Level 3 inputs are based on assumptions with regards to future values and patterns of consumption utilising current information. If the basis of these assumptions were varied, they have the potential to result in a significantly higher or lower fair value measurement.

During the period there were no changes in the valuation techniques used by the local government to determine the fair value of property, plant and equipment using either level 2 or level 3 inputs. The valuation techniques applied to property subject to lease was the same as that applied to property not subject to lease.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

9. INFRASTRUCTURE

(a) Movements in Balances

Movement in the balances of each class of infrastructure between the beginning and the end of the current financial year.

	Infrastructure - roads, drainage & footpaths	Infrastructure - other	Infrastructure - landfill	Total Infrastructure
	\$	\$	\$	\$
Balance at 1 July 2022	70,918,811	9,276,704	2,574,064	82,769,579
Additions	2,140,570	1,268,351	0	3,408,921
(Disposals)	0	(26,311)	0	(26,311)
Revaluation increments / (decrements) transferred to revaluation surplus	10,148,320	10,003,808	0	20,152,128
Depreciation	(1,948,981)	(644,229)	(111,512)	(2,704,722)
Balance at 30 June 2023	81,258,720	19,878,323	2,462,552	103,599,595
Comprises:				
Gross balance at 30 June 2023	93,679,814	19,878,323	2,676,283	116,234,420
Accumulated depreciation at 30 June 2023	(12,421,094)	0	(213,731)	(12,634,825)
Balance at 30 June 2023	81,258,720	19,878,323	2,462,552	103,599,595
Additions	320,953	769,309	0	1,090,262
Revaluation increments / (decrements) transferred to revaluation surplus	1,467,349	0	0	1,467,349
Depreciation	(1,989,151)	(1,018,570)	(111,512)	(3,119,233)
Balance at 30 June 2024	81,057,871	19,629,062	2,351,040	103,037,973
Comprises:				
Gross balance at 30 June 2024	95,610,619	20,647,632	2,676,283	118,934,534
Accumulated depreciation at 30 June 2024	(14,552,748)	(1,018,570)	(325,243)	(15,896,561)
Balance at 30 June 2024	81,057,871	19,629,062	2,351,040	103,037,973

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

9. INFRASTRUCTURE (Continued)

(b) Carrying Amount Measurements

Asset Class	Fair Value Hierarchy	Valuation Technique	Basis of Valuation	Date of Last Valuation	Inputs Used
(i) Fair Value - as determined at the last valuation date					
Infrastructure - roads, drainage & footpaths	3	Cost approach using depreciated replacement cost	Management valuation	June 2024	Construction costs and current condition, residual values and remaining useful life assessments inputs
Infrastructure - other	3	Cost approach using depreciated replacement cost	Management valuation	June 2023	Construction costs and current condition, residual values and remaining useful life assessments inputs
Infrastructure - landfill	3	Cost approach using depreciated replacement cost	Management valuation	June 2022	Construction costs and current condition, residual values and remaining useful life assessments inputs

Level 3 inputs are based on assumptions with regards to future values and patterns of consumption utilising current information. If the basis of these assumptions were varied, they have the potential to result in a significantly higher or lower fair value measurement.

During the period there were no changes in the valuation techniques used to determine the fair value of infrastructure using level 3 inputs.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

10. FIXED ASSETS

(a) Depreciation

Depreciation rates

Typical estimated useful lives for the different asset classes for the current and prior years are included in the table below:

Asset Class	Useful life
Buildings	20 to 50 years
Plant and equipment	5 to 15 years
Infrastructure - roads, drainage & footpaths	20 to 50 years
Infrastructure - other	15 to 100 years
Infrastructure - landfill	22 years

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

10. FIXED ASSETS (Continued)

MATERIAL ACCOUNTING POLICIES

Initial recognition

An item of property, plant and equipment or infrastructure that qualifies for recognition as an asset is measured at its cost.

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

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

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

Individual assets that are land, buildings and infrastructure acquired between scheduled revaluation dates of the asset class in accordance with the Shire's revaluation policy, are recognised at cost and disclosed as being at reportable value.

Measurement after recognition

Plant and equipment including furniture and equipment and right-of-use assets (other than vested improvements) are measured using the cost model as required under *Local Government (Financial Management) Regulation 17A(2)*. Assets held under the cost model are carried at cost less accumulated depreciation and any impairment losses being their reportable value.

Reportable Value

In accordance with *Local Government (Financial Management) Regulation 17A(2)*, the carrying amount of non-financial assets that are *land and buildings classified as property, plant and equipment*, investment properties, infrastructure or vested improvements that the local government controls.

Reportable value is for the purpose of *Local Government (Financial Management) Regulation 17A(4)* is the fair value of the asset at its last valuation date minus (to the extent applicable) the accumulated depreciation and any accumulated impairment losses in respect of the non-financial asset subsequent to its last valuation date.

Revaluation

Land and buildings classified as property, plant and equipment, *infrastructure or vested improvements that the local government controls* and measured at reportable value, are only required to be revalued every five years in accordance with the regulatory framework. This includes buildings and infrastructure items which were pre-existing improvements (i.e. vested improvements) on land vested in the Shire.

Whilst the regulatory framework only requires a revaluation to occur every five years, it also provides for the Shire to revalue earlier if it chooses to do so.

For land, buildings and infrastructure, increases in the carrying amount arising on revaluation of asset classes are credited to a revaluation surplus in equity.

Decreases that offset previous increases of the same class of asset are recognised against revaluation surplus directly in equity. All other decreases are recognised in profit or loss.

Subsequent increases are then recognised in profit or loss to the extent they reverse a net revaluation decrease previously recognised in profit or loss for the same class of asset.

Depreciation

The depreciable amount of all property, plant and equipment and infrastructure, are depreciated on a straight-line basis over the individual asset's useful life from the time the asset is held ready for use. Leasehold improvements are depreciated over the shorter of either the unexpired period of the lease or the estimated useful life of the improvements.

The assets residual values and useful lives are reviewed, and adjusted if appropriate, at the end of each reporting period.

Depreciation on revaluation

When an item of property, plant and equipment and infrastructure is revalued, any accumulated depreciation at the date of the revaluation is treated in one of the following ways:

- (i) The gross carrying amount is adjusted in a manner that is consistent with the revaluation of the carrying amount of the asset.
- (ii) Eliminated against the gross carrying amount of the asset and the net amount restated to the revalued amount of the asset.

Impairment

In accordance with *Local Government (Financial Management) Regulations 17A(4C)*, the Shire is not required to comply with *AASB 136 Impairment of Assets* to determine the recoverable amount of its non-financial assets that are land or buildings classified as property, plant and equipment, infrastructure or vested improvements that the local government controls in circumstances where there has been an impairment indication of a general decrease in asset values.

In other circumstances where it has been assessed that one or more of these non-financial assets are impaired, the asset's carrying amount is written down immediately to its recoverable amount if the asset's carrying amount is greater than its estimated recoverable amount.

Gains or losses on disposal

Gains and losses on disposals are determined by comparing proceeds with the carrying amount. These gains and losses are included in the statement of comprehensive income in the period in which they arise.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

11. TRADE AND OTHER PAYABLES

Current

Sundry creditors
Prepaid rates
Accrued payroll liabilities
ATO liabilities
Bonds and deposits held

2024	2023
\$	\$
56,660	405,587
11,508	13,787
59,980	51,128
94,421	123,300
10,852	0
233,421	593,802

MATERIAL ACCOUNTING POLICIES

Financial liabilities

Financial liabilities are initially recognised at fair value when the Shire becomes a party to the contractual provisions of the instrument.

Non-derivative financial liabilities (excluding financial guarantees) are subsequently measured at amortised cost.

Financial liabilities are derecognised where the related obligations are discharged, cancelled or expired. The difference between the carrying amount of the financial liability extinguished or transferred to another party and any consideration paid, including the transfer of non-cash assets or liabilities assumed, is recognised in profit or loss.

Trade and other payables

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

Prepaid rates

Prepaid rates are, until the taxable event has occurred (start of the next financial year), refundable at the request of the ratepayer. Rates received in advance are initially recognised as a financial liability. When the taxable event occurs, the financial liability is extinguished and the Shire recognises income for the prepaid rates that have not been refunded.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

12. OTHER LIABILITIES

	2024	2023
	\$	\$
Current		
Contract liabilities	936,038	509,456
Capital grant/contributions liabilities	1,440,359	403,598
	2,376,397	913,054
Reconciliation of changes in contract liabilities		
Opening balance	509,456	348,746
Additions	936,038	379,615
Revenue from contracts with customers included as a contract liability at the start of the period	(509,456)	(218,905)
	936,038	509,456
The aggregate amount of the performance obligations unsatisfied (or partially unsatisfied) in relation to these contract liabilities was \$509,456 (2023: \$218,905)		
The Shire expects to satisfy the performance obligations, from contracts with customers unsatisfied at the end of the reporting period, within the next 12 months.		
Reconciliation of changes in capital grant/contribution liabilities		
Opening balance	403,598	1,761,269
Additions	1,110,776	403,598
Revenue from capital grant/contributions held as a liability at the start of the period	(74,015)	(1,761,269)
	1,440,359	403,598

Performance obligations in relation to capital grant/contribution liabilities are satisfied as project milestones are met or completion of construction or acquisition of the asset.

MATERIAL ACCOUNTING POLICIES

Contract liabilities

Contract liabilities represent the Shire's obligation to transfer goods or services to a customer for which the Shire has received consideration from the customer.

Contract liabilities represent obligations which are not yet satisfied. Contract liabilities are recognised as revenue when the performance obligations in the contract are satisfied.

Capital grant/contribution liabilities

Capital grant/contribution liabilities represent the Shire's obligations to construct recognisable non-financial assets to identified specifications to be controlled by the Shire which are yet to be satisfied. Capital grant/contribution liabilities are recognised as income when the obligations in the contract are satisfied.

Fair values for non-current capital grant/contribution liabilities, not expected to be extinguished within 12 months, are based on discounted cash flows of expected cashflows to satisfy the obligations using a current borrowing rate. They are classified as level 3 fair values in the fair value hierarchy (see Note 22(i)) due to the unobservable inputs, including own credit risk.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

13. EMPLOYEE RELATED PROVISIONS

Employee Related Provisions

Current provisions

Employee benefit provisions

Annual leave

Long service leave

Total current employee related provisions

Non-current provisions

Employee benefit provisions

Long service leave

Total non-current employee related provisions

Total employee related provisions

2024	2023
\$	\$
145,602	134,449
78,359	76,204
223,961	210,653
140,945	104,691
140,945	104,691
364,906	315,344

Provision is made for benefits accruing to employees in respect of wages and salaries, annual leave and long service leave and associated on costs for services rendered up to the reporting date and recorded as an expense during the period the services are delivered.

Annual leave liabilities are classified as current, as there is no unconditional right to defer settlement for at least 12 months after the end of the reporting period.

MATERIAL ACCOUNTING POLICIES

Employee benefits

The Shire's obligations for employees' annual leave, long service leave and other employee leave entitlements are recognised as employee related provisions in the Statement of Financial Position.

Short-term employee benefits

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

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

Other long-term employee benefits

Long-term employee benefits provisions are measured at the present value of the expected future payments to be made to employees. Expected future payments incorporate anticipated future wage and salary levels, durations of service and employee departures and are discounted at rates determined by reference to market yields at the end of the reporting period on government bonds that have maturity dates that approximate the terms of the obligations. Any remeasurements for changes in assumptions of obligations for other long-term employee benefits are recognised in profit or loss in the periods in which the changes occur.

The Shire's obligations for long-term employee benefits are presented as non-current provisions in its statement of financial position, except where the Shire does not have an unconditional right to defer settlement for at least 12 months after the end of the reporting period, in which case the obligations are presented as current provisions.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

14. OTHER PROVISIONS

	Make good provisions \$	Total \$
Opening balance at 1 July 2023		
Non-current provisions	1,885,887	1,885,887
	1,885,887	1,885,887
Unused amounts reversed	(188,548)	(188,548)
Charged to profit or loss		
- unwinding of discount	98,820	98,820
Balance at 30 June 2024	1,796,159	1,796,159
Comprises		
Non-current	1,796,159	1,796,159
	1,796,159	1,796,159

Other provisions

Amounts which are expected to be paid out within 12 months of the reporting date are classified as current. Exact timing of payment of non-current obligations is unable to be reliably estimated as it is dependent on factors beyond the control of the local government.

MATERIAL ACCOUNTING POLICIES

Provisions

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

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

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

15. REVALUATION SURPLUS

	2024 Opening Balance	Total Movement on Revaluation	2024 Closing Balance	2023 Opening Balance	Total Movement on Revaluation	2023 Closing Balance
	\$	\$	\$	\$	\$	\$
Revaluation surplus - Land and buildings	7,753,059	0	7,753,059	1,766,995	5,986,064	7,753,059
Revaluation surplus - Plant and equipment	688,288	0	688,288	688,288	0	688,288
Revaluation surplus - Infrastructure - roads, drainage & footpaths	63,251,361	1,467,349	64,718,710	53,103,041	10,148,320	63,251,361
Revaluation surplus - Infrastructure - other	15,533,952	0	15,533,952	5,530,144	10,003,808	15,533,952
Revaluation surplus - Infrastructure - landfill	893,567	188,548	1,082,115	0	893,567	893,567
	88,120,227	1,655,897	89,776,124	61,088,468	27,031,759	88,120,227

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

16. RESTRICTIONS OVER FINANCIAL ASSETS

	Note	2024 Actual \$	2023 Actual \$
The following classes of financial assets have restrictions imposed by regulations or other externally imposed requirements which limit or direct the purpose for which the resources may be used:			
- Cash and cash equivalents	3	8,806,305	9,423,361
		8,806,305	9,423,361
The restricted financial assets are a result of the following specific purposes to which the assets may be used:			
Restricted reserve accounts	25	6,429,908	8,510,307
Contract liabilities	12	936,038	509,456
Capital grant liabilities	12	1,440,359	403,598
Total restricted financial assets		8,806,305	9,423,361

17. UNDRAWN BORROWING FACILITIES AND CREDIT

STANDBY ARRANGEMENTS

Bank overdraft limit	0	0
Bank overdraft at balance date	0	0
Credit card limit	35,000	35,000
Credit card balance at balance date	5,071	11,948
Total amount of credit unused	40,071	46,948

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

18. CONTINGENT LIABILITIES

In compliance with the Contaminated Sites Act 2003 section 11, the Shire of Leonora has listed sites to be possible sources of contamination.

Details of those sites are:

- Leonora Rubbish and Sanitation disposal site Reserve 31924 (Lot 521 Deposited Plan 401139).

The Shire has conducted an investigation to determine the presence and scope of contamination, assess the risk and agree with the Department of Environment Regulation on the need and criteria for remediation with a risk based approach.

The Shire has estimated the potential cost associated with remediation of these sites and recorded them in Note 14.

The Shire has no other contingent liabilities.

19. CAPITAL COMMITMENTS

	2024	2023
	\$	\$
Contracted for:		
- capital expenditure projects	1,115,240	1,531,195
- plant & equipment purchases	32,000	0
	1,147,240	1,531,195
Payable:		
- not later than one year	1,147,240	1,531,195

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

20. RELATED PARTY TRANSACTIONS

(a) Elected Member Remuneration

Fees, expenses and allowances to be paid or reimbursed to elected council members.

Note	2024 Actual \$	2024 Budget \$	2023 Actual \$
President's annual allowance	30,750	30,750	30,750
President's meeting attendance fees	8,120	8,900	9,527
President's annual allowance for ICT expenses	3,500	3,500	3,500
President's travel and accommodation expenses	11,598	9,000	12,390
	53,968	52,150	56,167
Deputy President's annual allowance	7,687	7,688	7,500
Deputy President's meeting attendance fees	6,250	7,400	5,798
Deputy President's annual allowance for ICT expenses	3,500	3,500	3,500
Deputy President's travel and accommodation expenses	2,524	0	0
	19,961	18,588	16,798
All other council member's meeting attendance fees	27,305	31,800	25,422
All other council member's annual allowance for ICT expenses	18,667	17,500	17,500
All other council member's travel and accommodation expenses	3,327	3,000	2,772
	49,299	52,300	45,694
20(b)	123,228	123,038	118,659

(b) Key Management Personnel (KMP) Compensation

The total of compensation paid to KMP of the Shire during the year are as follows:

Short-term employee benefits	882,492	978,973
Post-employment benefits	134,618	140,164
Employee - other long-term benefits	139,265	91,018
Employee - termination benefits	21,226	0
Council member costs	123,228	118,659
20(a)	1,300,829	1,328,814

Short-term employee benefits

These amounts include all salary and fringe benefits awarded to KMP except for details in respect to fees and benefits paid to council members which may be separately found in the table above.

Post-employment benefits

These amounts are the current-year's cost of the Shire's superannuation contributions made during the year.

Other long-term benefits

These amounts represent annual leave and long service leave entitlements accruing during the year.

Termination benefits

These amounts represent termination benefits paid to KMP (Note: may or may not be applicable in any given year).

Council member costs

These amounts represent payments of member fees, expenses, allowances and reimbursements during the year.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

20. RELATED PARTY TRANSACTIONS

Transactions with related parties

Transactions between related parties and the Shire are on normal commercial terms and conditions, no more favourable than those available to other parties, unless otherwise stated.

No outstanding balances or provisions for doubtful debts or guarantees exist in relation to related parties at year end.

In addition to KMP compensation above the following transactions occurred with related parties:

	2024 Actual \$	2023 Actual \$
Purchase of goods and services	79,885	78,098
Amounts outstanding from related parties:		
Trade and other receivables	2,407	1,000
Amounts payable to related parties:		
Trade and other payables	0	10,157

Related Parties

The Shire's main related parties are as follows:

i. Key management personnel

Any person(s) having authority and responsibility for planning, directing and controlling the activities of the Shire, directly or indirectly, including any council member, are considered key management personnel and are detailed in Notes 20(a) and 20(b).

ii. Other Related Parties

Outside of normal citizen type transactions with the Shire, there were no other related party transactions involving key management personnel and/or their close family members and/or their controlled (or jointly controlled) entities.

iii. Entities subject to significant influence by the Shire

There were no such entities requiring disclosure during the current or previous year.

21. EVENTS OCCURRING AFTER THE END OF THE REPORTING PERIOD

There were no events occurring after the end of the reporting period 30 June 2024.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

22. OTHER MATERIAL ACCOUNTING POLICIES

a) Goods and services tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO).

Receivables and payables are stated inclusive of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with receivables or payables in the statement of financial position.

Cash flows are presented on a gross basis. The GST components of cash flows arising from investing or financing activities which are recoverable from, or payable to, the ATO are presented as operating cash flows.

b) Current and non-current classification

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

c) Rounding off figures

All figures shown in this annual financial report, other than a rate in the dollar, are rounded to the nearest dollar. Amounts are presented in Australian Dollars.

d) Comparative figures

Where required, comparative figures have been adjusted to conform with changes in presentation for the current financial year.

When the Shire applies an accounting policy retrospectively, makes a retrospective restatement or reclassifies items in its financial statements that has a material effect on the statement of financial position, an additional (third) Statement of Financial Position as at the beginning of the preceding period in addition to the minimum comparative financial report is presented.

e) Budget comparative figures

Unless otherwise stated, the budget comparative figures shown in this annual financial report relate to the original budget estimate for the relevant item of disclosure.

f) Superannuation

The Shire contributes to a number of Superannuation Funds on behalf of employees. All funds to which the Shire contributes are defined contribution plans.

g) Fair value of assets and liabilities

Fair value is the price that the Shire would receive to sell the asset or would have to pay to transfer a liability, in an orderly (i.e. unforced) transaction between independent, knowledgeable and willing market participants at the measurement date.

As fair value is a market-based measure, the closest equivalent observable market pricing information is used to determine fair value. Adjustments to market values may be made having regard to the characteristics of the specific asset or liability. The fair values of assets that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data.

To the extent possible, market information is extracted from either the principal market for the asset or liability (i.e. the market with the greatest volume and level of activity for the asset or liability) or, in the absence of such a market, the most advantageous market available to the entity at the end of the reporting period (i.e. the market that maximises the receipts from the sale of the asset after taking into account transaction costs and transport costs).

For non-financial assets, the fair value measurement also takes into account a market participant's ability to use the asset in its highest and best use or to sell it to another market participant that would use the asset in its highest and best use.

h) Interest revenue

Interest revenue is calculated by applying the effective interest rate to the gross carrying amount of a financial asset measured at amortised cost except for financial assets that subsequently become credit-impaired. For credit-impaired financial assets the effective interest rate is applied to the net carrying amount of the financial asset (after deduction of the loss allowance).

i) Fair value hierarchy

AASB 13 *Fair Value Measurement* requires the disclosure of fair value information by level of the fair value hierarchy, which categorises fair value measurement into one of three possible levels based on the lowest level that an input that is significant to the measurement can be categorised into as follows:

Level 1

Measurements based on quoted prices (unadjusted) in active markets for identical assets or liabilities that the entity can access at the measurement date.

Level 2

Measurements based on inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3

Measurements based on unobservable inputs for the asset or liability.

The fair values of assets and liabilities that are not traded in an active market are determined using one or more valuation techniques. These valuation techniques maximise, to the extent possible, the use of observable market data. If all significant inputs required to measure fair value are observable, the asset or liability is included in Level 2. If one or more significant inputs are not based on observable market data, the asset or liability is included in Level 3.

Valuation techniques

The Shire selects a valuation technique that is appropriate in the circumstances and for which sufficient data is available to measure fair value. The availability of sufficient and relevant data primarily depends on the specific characteristics of the asset or liability being measured. The valuation techniques selected by the Shire are consistent with one or more of the following valuation approaches:

Market approach

Valuation techniques that use prices and other relevant information generated by market transactions for identical or similar assets or liabilities.

Income approach

Valuation techniques that convert estimated future cash flows or income and expenses into a single discounted present value.

Cost approach

Valuation techniques that reflect the current replacement cost of the service capacity of an asset.

Each valuation technique requires inputs that reflect the assumptions that buyers and sellers would use when pricing the asset or liability, including assumptions about risks. When selecting a valuation technique, the Shire gives priority to those techniques that maximise the use of observable inputs and minimise the use of unobservable inputs. Inputs that are developed using market data (such as publicly available information on actual transactions) and reflect the assumptions that buyers and sellers would generally use when pricing the asset or liability are considered observable, whereas inputs for which market data is not available and therefore are developed using the best information available about such assumptions are considered unobservable.

j) Impairment of assets

In accordance with Australian Accounting Standards the Shire's assets, other than inventories, are assessed at each reporting date to determine whether there is any indication they may be impaired.

Where such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, to the asset's carrying amount except for non-financial assets that are:

- land and buildings classified as property, plant and equipment;
- infrastructure; or
- vested improvements that the local government controls, in circumstances where there has been an impairment indication of a general decrease in asset values.

These non-financial assets are assessed in accordance with the regulatory framework detailed in Note 10.

Any excess of the asset's carrying amount over its recoverable amount is recognised immediately in profit or loss, unless the asset is carried at a revalued amount in accordance with another Standard (e.g. AASB 116 *Property, Plant and Equipment*) whereby any impairment loss of a revalued asset is treated as a revaluation decrease in accordance with that other Standard.

Year Ended 30 June 2024

The rate revenue was recognised from the rate record as soon as practicable after the Stirling resolved to impose rates in the financial year as well as when the rate record was amended to ensure the information in the record was current and correct.

Rateable Value at time of raising of rate.

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

24. DETERMINATION OF SURPLUS OR DEFICIT

Note	2023/24 (30 June 2024 Carried Forward) \$	2023/24 Budget (30 June 2024 Carried Forward) \$	2022/23 (30 June 2023 Carried Forward) \$
(a) Non-cash amounts excluded from operating activities			
The following non-cash revenue or expenditure has been excluded from amounts attributable to operating activities within the Statement of Financial Activity in accordance with <i>Financial Management Regulation 32</i> .			
Adjustments to operating activities			
Less: Profit on asset disposals	(122,506)	(68,083)	(8,770)
Less: Movement in liabilities associated with restricted cash	13,308	0	(89,389)
Less: Fair value adjustments to financial assets at fair value through profit or loss	(1,261)	0	(61,117)
Add: Loss on disposal of assets	18,514	1,895	25,447
Add: Depreciation	4,337,504	1,970,250	3,600,135
Non-cash movements in non-current assets and liabilities:			
Employee benefit provisions	36,254	5,178	6,191
Other provisions	98,820	0	103,171
Inventory	0	0	49,328
Non-cash amounts excluded from operating activities	4,380,633	1,909,240	3,624,996
(b) Surplus or deficit after imposition of general rates			
The following current assets and liabilities have been excluded from the net current assets used in the Statement of Financial Activity in accordance with <i>Financial Management Regulation 32</i> to agree to the surplus/(deficit) after imposition of general rates.			
Adjustments to net current assets			
Less: Reserve accounts	(6,429,908)	(5,889,388)	(8,510,307)
Add: Current liabilities not expected to be cleared at end of year			
- Employee benefit provisions	223,961	300,689	210,653
Total adjustments to net current assets	(6,205,947)	(5,588,699)	(8,299,654)
Net current assets used in the Statement of Financial Activity			
Total current assets	13,005,153	6,329,459	12,070,145
Less: Total current liabilities	(2,833,779)	(740,760)	(1,717,509)
Less: Total adjustments to net current assets	(6,205,947)	(5,588,699)	(8,299,654)
Surplus or deficit after imposition of general rates	3,965,427	0	2,052,982

Notes to and Forming Part of the Financial Report

Year Ended 30 June 2024

25. RESERVE ACCOUNTS

Restricted by council			
	Balance	to	Balance
	\$	\$	\$
(a) Employee leave reserve	0	306,578	0
(b) Annual Leave reserve	166,935	0	(166,935)
(c) Long Service Leave reserve	135,856	0	(135,856)
(d) Building reserve	2,865,621	35,639	(844,783)
(e) Fire Disaster reserve	40,306	504	0
(f) Plant Purchase reserve	1,125,837	14,080	(570,500)
(g) Gwalla Precinct reserve	493,354	6,171	0
(h) Waste Management reserve	600,322	147,526	0
(i) Aerodrome reserve	996,453	441,442	(200,000)
(j) IT reserve	15,000	0	15,000
(k) Pool reserve	478,379	5,983	0
(l) Aged Care reserve	1,140,361	14,262	(1,140,361)
(m) Heritage Buildings reserve	451,883	5,651	0
	8,510,307	978,036	(3,058,435)

All reserves are supported by cash and cash equivalents and financial assets at amortised cost and are restricted within equity as Reserve accounts.

In accordance with council resolutions or adopted budget in relation to each reserve account, the purpose for which the reserves are set aside and their anticipated date of use are as follows:

Name of reserve account	
Restricted by council	
(a) Employee leave reserve	To be used to pay annual and long service leave liabilities.
(b) Annual Leave reserve	This reserve is to be offset against the Shire's leave liability to its employees.
(c) Long Service Leave reserve	This reserve is to offset Council's long service leave liabilities to its employees.
(d) Building reserve	To be used for the construction and preservation of Shire buildings and urgent repairs and maintenance.
(e) Fire Disaster reserve	This reserve will assist in the provision of emergency contingencies in the case of a fire disaster.
(f) Plant Purchase reserve	To be used for the purchase of major plant.
(g) Gwalla Precinct reserve	To be used for the restoration and historical projects in Gwalla precinct.
(h) Waste Management reserve	To be used for management and compliance works associated with the rubbish tip and liquid waste disposal site.
(i) Aerodrome reserve	To be used for maintenance, renewal and upgrade works at Leonora airport.
(j) IT reserve	To be used for maintenance, renewal and upgrade of IT requirements/projects.
(k) Pool reserve	To be used for the purpose of refurbishment of the swimming pool.
(l) Aged Care reserve	To be used for the provision of facilities for aged care.
(m) Heritage Buildings reserve	For the purpose of ensuring the Shire's historical buildings remain for future generations of the community by specific asset management planning.

Purpose of the reserve account

To be used to pay annual and long service leave liabilities.

This reserve is to be offset against the Shire's leave liability to its employees.

This reserve is to offset Council's long service leave liabilities to its employees.

To be used for the construction and preservation of Shire buildings and urgent repairs and maintenance.

This reserve will assist in the provision of emergency contingencies in the case of a fire disaster.

To be used for the purchase of major plant.

To be used for the restoration and historical projects in Gwalla precinct.

To be used for management and compliance works associated with the rubbish tip and liquid waste disposal site.

To be used for maintenance, renewal and upgrade works at Leonora airport.

To be used for maintenance, renewal and upgrade of IT requirements/projects.

To be used for the purpose of refurbishment of the swimming pool.

To be used for the provision of facilities for aged care.

For the purpose of ensuring the Shire's historical buildings remain for future generations of the community by specific asset management planning.

Independent Auditor's Report

Year Ended 30 June 2024



Auditor General

INDEPENDENT AUDITOR'S REPORT

2024

Shire of Leonora

To the Council of the Shire of Leonora

Opinion

I have audited the financial report of the Shire of Leonora (Shire) which comprises:

- the statement of financial position as at 30 June 2024, the statement of comprehensive income, statement of changes in equity, statement of cash flows and statement of financial activity for the year then ended
- notes comprising a summary of material accounting policies and other explanatory information.

In my opinion, the financial report:

- is based on proper accounts and records
- presents fairly, in all material respects, the results of the operations of the Shire for the year ended 30 June 2024 and its financial position at the end of that period
- is in accordance with the *Local Government Act 1995* (the Act) and, to the extent that they are not inconsistent with the Act, Australian Accounting Standards.

Basis for opinion

I conducted my audit in accordance with Australian Auditing Standards. My responsibilities under those standards are further described in the Auditor's responsibilities for the audit of the financial report section below.

I believe that the audit evidence I have obtained is sufficient and appropriate to provide a basis for my opinion.

Other information

The Chief Executive Officer (CEO) is responsible for the preparation and the Council for overseeing the other information. The other information is the information in the entity's annual report for the year ended 30 June 2024, but not the financial report and my auditor's report.

My opinion on the financial report does not cover the other information and accordingly, I do not express any form of assurance conclusion thereon.

In connection with my audit of the financial report, my responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or my knowledge obtained in the audit or otherwise appears to be materially misstated.

Independent Auditor's Report

Year Ended 30 June 2024

If, based on the work I have performed, I conclude that there is a material misstatement of this other information, I am required to report that fact. I did not receive the other information prior to the date of this auditor's report. When I do receive it, I will read it and if I conclude that there is a material misstatement in this information, I am required to communicate the matter to the CEO and Council and request them to correct the misstated information. If the misstated information is not corrected, I may need to retract this auditor's report and re-issue an amended report.

Responsibilities of the Chief Executive Officer and Council for the financial report

The Chief Executive Officer (CEO) of the Shire is responsible for:

- keeping proper accounts and records
- preparation and fair presentation of the financial report in accordance with the requirements of the Act, the Regulations and Australian Accounting Standards
- managing internal control as required by the CEO to ensure the financial report is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the CEO is responsible for:

- assessing the Shire's ability to continue as a going concern
- disclosing, as applicable, matters related to going concern
- using the going concern basis of accounting unless the State Government has made decisions affecting the continued existence of the Shire.

The Council is responsible for overseeing the Shire's financial reporting process.

Auditor's responsibilities for the audit of the financial report

As required by the *Auditor General Act 2006*, my responsibility is to express an opinion on the financial report. The objectives of my audit are to obtain reasonable assurance about whether the financial report as a whole is free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes my opinion. Reasonable assurance is a high level of assurance but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists.

Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial report. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control.

A further description of my responsibilities for the audit of the financial report is located on the Auditing and Assurance Standards Board website. This description forms part of my auditor's report and can be found at https://www.auasb.gov.au/auditors_responsibilities/ar4.pdf.

My independence and quality management relating to the report on the financial report

I have complied with the independence requirements of the *Auditor General Act 2006* and the relevant ethical requirements relating to assurance engagements. In accordance with ASQM 1 Quality Management for Firms that Perform Audits or Reviews of Financial Reports and Other Financial Information, or Other Assurance or Related Services Engagements, the Office of the Auditor General maintains a comprehensive system of quality management including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Independent Auditor's Report

Year Ended 30 June 2024

Matters relating to the electronic publication of the audited financial report

This auditor's report relates to the financial report of the Shire of Leonora for the year ended 30 June 2024 included in the annual report on the Shire's website. The Shire's management is responsible for the integrity of the Shire's website. This audit does not provide assurance on the integrity of the Shire's website. The auditor's report refers only to the financial report. It does not provide an opinion on any other information which may have been hyperlinked to/from the annual report. If users of the financial report are concerned with the inherent risks arising from publication on a website, they are advised to contact the Shire to confirm the information contained in the website version.

Mark Ambrose

Mark Ambrose
Senior Director Financial Audit
Delegate of the Auditor General for Western Australia
Perth, Western Australia
5 December 2024



Shire of Leonora

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10.0 REPORTS**10.2 CHIEF EXECUTIVE OFFICER REPORTS****10.2.(B) REVIEW OF POLICY A 3.4 ACTING CEO**

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 13th December 2024

AGENDA REFERENCE: 10.2.(B) DEC 24

SUBJECT: Review of Policy A 3.4 Acting CEO

LOCATION/ADDRESS: Leonora

NAME OF APPLICANT: Ty Matson

FILE REFERENCE: TBA

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Ty Matson

OFFICER: Chief Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 10th December 2024

SUPPORTING DOCUMENTS: 1. A.3.4 Temporary Employment or Appointment of a Chief Executive Officer [↓](#)

BACKGROUND

On the 21 November 2023, a comprehensive review of Council Policies was presented for consideration and adopted by Council. The scope of the review included amendment to existing policies and development of new policies to ensure compliance with legislation and provide an appropriate governance framework. The review also included recommendation of policies to be rescinded from for matters of an operational nature where operational procedures were considered appropriate, or for other reasons.

COMMENT

Since the review of Council policies was undertaken, the organisational structure has evolved including changes where there is no longer a Deputy CEO position. Through routine risk management activities and updates, it was noted policy A.3.4 'Temporary Employment or Appointment of a Chief Executive Officer' requires update to consider current staffing structure and organisational requirements.

An updated draft policy is attached for Council consideration. Once the policy has been reviewed and any amendments adopted, the updated policy document will be required to be published on the official local government website.

STAKEHOLDER ENGAGEMENT

Nil

STATUTORY ENVIRONMENT

Section 2.7(2)(b) of the *Local Government Act 1995* sets out the role of Council includes determining Council policies. Section 5.41 of the *Local Government Act 1995* provides for the CEO to manage the day-to-day operations of the local government, and to cause Council decisions to be implemented.

There is no formal obligation for the adoption and review of Council policies, except where legislation requires it, which includes policy A.3.4 (summarised below).

Acting Chief Executive Officer

Section 5.39C of the *Local Government Act 1995* and associated regulations:

- Require a policy to be prepared and adopted by absolute majority;
- Regulations may prescribe content to be included in policy;
- Policy should provide for the temporary employment of a person as Acting CEO for less than a year, and for the appointment of an employee in the position of CEO for less than a year.

The above mentioned policy is also required by legislation to have an absolute majority decision of Council to amend the policies, and for up to date copies of the policies to be published on the official local government website. *Local Government (Administration) Regulations 1996* - Regulation 29C(2)(c) also requires an up-to-date version of each policy of the local government to be published on the official website.

POLICY IMPLICATIONS

Updated policy is intended to provide the Shire with clear direction for the appointment of an Acting CEO, aligned to the current organisational structure of the Leonora and maintain legislative compliance.

FINANCIAL IMPLICATIONS

Nil

STRATEGIC IMPLICATIONS

Strategic references within the Shire of Leonora's Plan for the Future 2022-2032 demonstrate connections between services and the desired outcomes and community vision for the Shire of Leonora, particularly in relation to strategy 4.1.2 Provide strategic leadership and governance

RISK MANAGEMENT

This item has been evaluated against the Leonora Risk Management Strategy, Risk Assessment Matrix. The perceived level of risk is high prior to treatment, the adoption of the reviewed policy may reduce the risk to low.

RECOMMENDATIONS

1. That Council adopt by absolute majority, revised policy A.3.4 'Temporary Employment or Appointment of a Chief Executive Officer' as attached to this report.

VOTING REQUIREMENT

Absolute Majority

SIGNATURE

Chief Executive Officer

A.3.4 TEMPORARY EMPLOYMENT OR APPOINTMENT OF A CHIEF EXECUTIVE OFFICER

Objective

To provide for the employment of a Chief Executive Officer (CEO) for periods of less than one year, and to provide for the appointment of a suitably qualified Acting CEO during limited absences of the CEO, in accordance with the provisions of the *Local Government Act 1995* (LG Act).

This policy has been prepared to comply with legislative requirements regarding the appointment of an Acting CEO or Temporary CEO.

Policy Statement

When the CEO is on planned or unplanned leave for a period of five (5) days or more, or the CEO's employment with the Shire has ended, an Acting CEO or Temporary CEO is to be appointed in accordance with this policy to fulfil the functions and perform the duties of CEO under the LG Act or any other written law.

Council is to:

- Make appointments under which a suitably qualified employee is to act in the position of CEO for a term not exceeding one year; or
- Employ any other suitably qualified person to act in the position of CEO for a term not exceeding one year.

In these circumstances any higher duties increase/provision in the salary of an employee, or remuneration to be paid to a person, as Acting CEO, will be determined giving consideration to limitations imposed through determinations issued by the Salaries and Allowances Tribunal.

Appointment of an Acting CEO is to consider the principles and merits provided by legislation as well as determining if the person is 'suitably qualified' to act as CEO for the Shire.

Council may terminate, by resolution, appointment of an Acting CEO following consideration of relevant advice.

Amendments to this Policy

Amendments to this policy require an absolute majority decision of council.

RELEVANT DOCUMENTATION

- *Local Government Act 1995*
- *Local Government Administration Regulations 1996*
- Shire of Leonora Policy A.3.7 CEO Standards for Recruitment, Performance and Termination

Policy History

Policy adopted	16 December 2011
Policy amended	18 February 2020
Policy amended	18 May 2021
Policy amended	18 October 2022
Policy amended	Xx November 2023
Policy amended	Xx December 2024

Previous Policy:

Policy No. A.3.6 (to xx November 2023)

10.0 REPORTS**10.3 MANAGER OF BUSINESS SERVICES****10.3.(A) MONTHLY FINANCIAL STATEMENTS - NOVEMBER, 2024**

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 13th December 2024

AGENDA REFERENCE: 10.3.(A) DEC 24

SUBJECT: Monthly Financial Statements - November, 2024

LOCATION/ADDRESS: Nil

NAME OF APPLICANT: Nil

FILE REFERENCE: 1.6 Current Budget

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Kiara Lord

OFFICER: Executive Officer

INTEREST DISCLOSURE: Nil

DATE: 10th December 2024

SUPPORTING DOCUMENTS: 1. November 2024 Financial Statements [↓](#)

BACKGROUND

In complying with the Local Government *Financial Management Regulations 1996*, a monthly statement of financial activity must be submitted to an Ordinary Council meeting within 2 months after the end of the month to which the statement relates. The statement of financial activity is a complex document but gives a complete overview of the “cash” financial position as at the end of each month. The statement of financial activity for each month must be adopted by Council and form part of the minutes.

It is understood that parts of the statement of financial activity have been submitted to Ordinary Council meetings previously. In reviewing the Regulations, the complete statement of financial activity is to be submitted, along with the following reports that are not included in the statement.

Monthly Financial Statements for the month ended 30th November, 2024, consist of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 30th November, 2024
- (c) Material Variances – 30th November, 2024

STATUTORY ENVIRONMENT***Part 4 — Financial reports— s. 6.4******34. Financial activity statement report – s. 6.4******(1A) In this regulation —***

committed assets means revenue unspent but set aside under the annual budget for a specific purpose.

34. (1) *A local government is to prepare each month a statement of financial activity reporting on the revenue and expenditure, as set out in the annual budget under regulation 22(1)(d), for that month in the following detail —*
- (a) annual budget estimates, taking into account any expenditure incurred for an additional purpose under section 6.8(1)(b) or (c);*
 - (b) budget estimates to the end of the month to which the statement relates;*
 - (c) actual amounts of expenditure, revenue and income to the end of the month to which the statement relates;*
 - (d) material variances between the comparable amounts referred to in paragraphs (b) and (c); and*
 - (e) the net current assets at the end of the month to which the statement relates.*
34. (2) *Each statement of financial activity is to be accompanied by documents containing —*
- (a) an explanation of the composition of the net current assets of the month to which the statement relates, less committed assets and restricted assets;*
 - (b) an explanation of each of the material variances referred to in subregulation (1)(d); and*
 - (c) such other supporting information as is considered relevant by the local government.*
34. (3) *The information in a statement of financial activity may be shown —*
- (a) according to nature and type classification; or*
 - (b) by program; or*
 - (c) by business unit.*
34. (4) *A statement of financial activity, and the accompanying documents referred to in subregulation (2), are to be —*
- (a) presented at an ordinary meeting of the council within 2 months after the end of the month to which the statement relates; and*
 - (b) recorded in the minutes of the meeting at which it is presented.*
34. (5) *Each financial year, a local government is to adopt a percentage or value, calculated in accordance with the AAS, to be used in statements of financial activity for reporting material variances.*

POLICY IMPLICATIONS

There are no policy implications resulting from the recommendation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications resulting from the recommendation of this report.

STRATEGIC IMPLICATIONS

There are no strategic implications resulting from the recommendation of this report.

RECOMMENDATIONS

That Council accept the Monthly Financial Statements for the month ended 30th November, 2024, consisting of:

- (a) Compilation Report
- (b) Statement of Financial Activity – 30th November, 2024
- (c) Material Variances – 30th November, 2024

VOTING REQUIREMENT

Simple Majority

SIGNATURE

Manager of Business Services



5 December 2024

Mr Ty Matson
Chief Executive Officer
Shire of Leonora
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LEONORA WA 6438

Moore Australia

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Dear Ty

COMPILATION REPORT TO SHIRE OF LEONORA

We have compiled the accompanying special purpose financial report of Shire of Leonora which comprise the statement of financial position as at 30 November 2024, the statement of financial activity, notes providing statement of financial activity supporting information, explanation of material variances for the year then ended and a summary of material accounting policy information. These have been prepared in accordance with *Local Government Act 1995* and associated regulations as described in Note 1 to the financial report. The specific purpose for which the special purpose financial statements have been prepared is also set out in Note 1 of the financial report. We have provided the supplementary information of Shire of Leonora as at 30 November 2024 and for the period then ended based on the records of the Shire of Leonora.

THE RESPONSIBILITY OF SHIRE OF LEONORA

The CEO of Shire of Leonora is solely responsible for information contained in the special purpose financial report and supplementary information, the reliability, accuracy and completeness of the information and for the determination that the basis of accounting used is appropriate to meet their needs and for the purpose that the financial report was prepared.

OUR RESPONSIBILITY

On the basis of information provided by Shire of Leonora we have compiled the accompanying special purpose financial report in accordance with the requirements of *APES 315 Compilation of Financial Information* and the *Local Government Act 1995*, associated regulations and to the extent that they are not inconsistent with the *Local Government Act 1995*, the Australian Accounting Standards.

We have applied our expertise in accounting and financial reporting to compile these financial statements in accordance with the basis of accounting described in Note 1 to the financial report except for the matters of non-compliance with the basis of preparation identified with Note 1 of the financial report. We have complied with the relevant ethical requirements of *APES 110 Code of Ethics for Professional Accountants*.

Supplementary information attached to the financial report has been extracted from the records of Shire of Leonora and information presented in the special purpose financial report.

ASSURANCE DISCLAIMER

Since a compilation engagement is not an assurance engagement, we are not required to verify the reliability, accuracy or completeness of the information provided to us by management to compile these financial statements. Accordingly, we do not express an audit opinion or a review conclusion on these financial statements.

The special purpose financial report was compiled exclusively for the benefit of Shire of Leonora who are responsible for the reliability, accuracy and completeness of the information used to compile them. Accordingly, the special purpose financial report may not be suitable for other purposes. We do not accept responsibility for the contents of the special purpose financial report.

NOTE REGARDING BASIS OF PREPARATION

We draw attention to Note 1 to the financial report where matters of non-compliance with the basis of preparation have been detailed. Supplementary information is provided for management information purposes and does not comply with the disclosure requirements of the Australian Accounting Standards.

A handwritten signature in black ink, appearing to read 'Russell Barnes'.

Russell Barnes
Director
Moore Australia (WA) Pty Ltd

Moore Australia (WA) Pty Ltd trading as agent – ABN 99 433 544 961.
An independent member of Moore Global Network Limited - members in principal cities throughout the world.
Liability limited by a scheme approved under Professional Standards Legislation.

SHIRE OF LEONORA**MONTHLY FINANCIAL REPORT**

(Containing the required statement of financial activity and statement of financial position)

For the period ended 30 November 2024

LOCAL GOVERNMENT ACT 1995

LOCAL GOVERNMENT (FINANCIAL MANAGEMENT) REGULATIONS 1996

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

Note	Amended Budget Estimates (a) \$	YTD Budget Estimates (b) \$	YTD Actual (c) \$	Variance* \$ (c) - (b)	Variance* % ((c) - (b))/(b)	Var.
OPERATING ACTIVITIES						
Revenue from operating activities						
General rates	9,050,561	9,050,561	9,647,134	596,573	6.59%	▲
Rates excluding general rates	234,215	234,215	173,499	(60,716)	(25.92%)	▼
Grants, subsidies and contributions	2,274,275	867,981	439,507	(428,474)	(49.36%)	▼
Fees and charges	3,167,858	1,492,370	1,276,583	(215,787)	(14.46%)	▼
Interest revenue	150,000	62,500	60,102	(2,398)	(3.84%)	▼
Other revenue	78,450	32,688	184,080	151,392	463.14%	▲
	14,955,359	11,740,315	11,780,905	40,590	0.35%	
Expenditure from operating activities						
Employee costs	(6,314,166)	(2,630,877)	(2,119,193)	511,684	19.45%	▲
Materials and contracts	(5,217,206)	(2,173,829)	(1,815,808)	358,021	16.47%	▲
Utility charges	(407,510)	(169,796)	(93,995)	75,801	44.64%	▲
Depreciation	(4,175,180)	(1,739,656)	0	1,739,656	100.00%	▲
Insurance	(343,546)	(343,546)	(355,237)	(11,691)	(3.40%)	▼
Other expenditure	(217,335)	(90,556)	(64,601)	25,955	28.66%	▲
Loss on asset disposals	(53,584)	0	0	0	0.00%	
	(16,728,527)	(7,148,260)	(4,448,834)	2,699,426	37.76%	
Non cash amounts excluded from operating activities	2(c) 4,228,764	1,739,656	0	(1,739,656)	(100.00%)	▼
Amount attributable to operating activities	2,455,596	6,331,711	7,332,071	1,000,360	15.80%	
INVESTING ACTIVITIES						
Inflows from investing activities						
Proceeds from capital grants, subsidies and contributions	4,328,266	1,602,747	486,651	(1,116,096)	(69.64%)	▼
Proceeds from disposal of assets	77,000	0	0	0	0.00%	
	4,405,266	1,602,747	486,651	(1,116,096)	(69.64%)	
Outflows from investing activities						
Payments for property, plant and equipment	(2,117,700)	(860,483)	(462,851)	397,632	46.21%	▲
Payments for construction of infrastructure	(7,311,980)	(1,461,144)	(500,692)	960,452	65.73%	▲
	(9,429,680)	(2,321,627)	(963,543)	1,358,084	58.50%	
Amount attributable to investing activities	(5,024,414)	(718,880)	(476,892)	241,988	33.66%	
FINANCING ACTIVITIES						
Inflows from financing activities						
Transfer from reserves	14,262	0	0	0	0.00%	
	14,262	0	0	0	0.00%	
Outflows from financing activities						
Transfer to reserves	(827,263)	(26,542)	(26,542)	0	0.00%	
	(827,263)	(26,542)	(26,542)	0	0.00%	
Amount attributable to financing activities	(813,001)	(26,542)	(26,542)	0	0.00%	
MOVEMENT IN SURPLUS OR DEFICIT						
Surplus or deficit at the start of the financial year	2(a) 3,700,183	3,700,183	3,333,703	(366,480)	(9.90%)	▼
Amount attributable to operating activities	2,455,596	6,331,711	7,332,071	1,000,360	15.80%	▲
Amount attributable to investing activities	(5,024,414)	(718,880)	(476,892)	241,988	33.66%	▲
Amount attributable to financing activities	(813,001)	(26,542)	(26,542)	0	0.00%	
Surplus or deficit after imposition of general rates	318,364	9,286,472	10,162,340	875,868	9.43%	▲

KEY INFORMATION

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

▲ Indicates a variance with a positive impact on the financial position.

▼ Indicates a variance with a negative impact on the financial position.

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

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

**SHIRE OF LEONORA
STATEMENT OF FINANCIAL POSITION
FOR THE PERIOD ENDED 30 NOVEMBER 2024**

	Actual 30 June 2024	Actual as at 30 November 2024
	\$	\$
CURRENT ASSETS		
Cash and cash equivalents	11,954,878	18,235,960
Trade and other receivables	926,468	1,443,155
Inventories	84,580	146,755
TOTAL CURRENT ASSETS	12,965,926	19,825,870
NON-CURRENT ASSETS		
Other financial assets	62,378	62,378
Inventories	45,052	45,052
Property, plant and equipment	38,208,822	38,671,674
Infrastructure	103,101,480	103,602,171
TOTAL NON-CURRENT ASSETS	141,417,732	142,381,275
TOTAL ASSETS	154,383,658	162,207,145
CURRENT LIABILITIES		
Trade and other payables	825,918	457,605
Other liabilities	2,376,397	2,749,475
Employee related provisions	223,961	223,961
TOTAL CURRENT LIABILITIES	3,426,276	3,431,041
NON-CURRENT LIABILITIES		
Employee related provisions	140,945	140,945
Other provisions	1,976,278	1,976,278
TOTAL NON-CURRENT LIABILITIES	2,117,223	2,117,223
TOTAL LIABILITIES	5,543,499	5,548,264
NET ASSETS	148,840,159	156,658,881
EQUITY		
Retained surplus	53,186,739	60,978,919
Reserve accounts	6,429,908	6,456,450
Revaluation surplus	89,223,512	89,223,512
TOTAL EQUITY	148,840,159	156,658,881

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

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

1 BASIS OF PREPARATION AND MATERIAL ACCOUNTING POLICIES

BASIS OF PREPARATION

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

Local Government Act 1995 requirements

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

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

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

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

PREPARATION TIMING AND REVIEW

Date prepared: All known transactions up to 04 December 2024

Matters of non-compliance with Basis of Preparation

The following matters on non-compliance with the basis of preparation have not been correct.

1. Depreciation has not been raised during the current financial year.
2. Balances as at 30 June 2024 have not been audited and may be subject to change.

THE LOCAL GOVERNMENT REPORTING ENTITY

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

All monies held in the Trust Fund are excluded from the financial statements.

MATERIAL ACCOUNTING POLICIES

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

Critical accounting estimates and judgements

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

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

As with all estimates, the use of different assumptions could lead to material changes in the amounts reported in the financial report.

The following are estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year and further information on their nature and impact can be found in the relevant note:

- Fair value measurement of assets carried at reportable value including:
 - Property, plant and equipment
 - Infrastructure
- Impairment losses of non-financial assets
- Expected credit losses on financial assets
- Measurement of employee benefits
- Measurement of provisions

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

2 NET CURRENT ASSETS INFORMATION

		Amended Budget Opening 1 July 2024	Actual as at 30 June 2024	Actual as at 30 November 2024
	Note	\$	\$	\$
(a) Net current assets used in the Statement of Financial Activity				
Current assets				
Cash and cash equivalents		11,954,878	11,954,878	18,235,960
Trade and other receivables		1,123,026	926,468	1,443,155
Inventories		99,732	84,580	146,755
		13,177,636	12,965,926	19,825,870
Less: current liabilities				
Trade and other payables		(671,148)	(825,918)	(457,605)
Other liabilities		(2,376,397)	(2,376,397)	(2,749,475)
Employee related provisions		(223,961)	(223,961)	(223,961)
		(3,271,506)	(3,426,276)	(3,431,041)
Net current assets		9,906,130	9,539,650	16,394,829
Less: Total adjustments to net current assets	2(b)	(6,205,947)	(6,205,947)	(6,232,489)
Closing funding surplus / (deficit)		3,700,183	3,333,703	10,162,340
(b) Current assets and liabilities excluded from budgeted deficiency				
Adjustments to net current assets				
Less: Reserve accounts		(6,429,908)	(6,429,908)	(6,456,450)
Add: Current liabilities not expected to be cleared at the end of the year		223,961	223,961	223,961
- Current portion of employee benefit provisions held in reserve				
Total adjustments to net current assets	2(a)	(6,205,947)	(6,205,947)	(6,232,489)
		Amended Budget Estimates 30 June 2025	YTD Budget Estimates 30 November 2024	YTD Actual 30 November 2024
		\$	\$	\$
(c) Non-cash amounts excluded from operating activities				
Adjustments to operating activities				
Add: Loss on asset disposals		53,584	0	0
Add: Depreciation		4,175,180	1,739,656	0
Total non-cash amounts excluded from operating activities		4,228,764	1,739,656	0

CURRENT AND NON-CURRENT CLASSIFICATION

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

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

3 EXPLANATION OF MATERIAL VARIANCES

The material variance thresholds are adopted annually by Council as an indicator of whether the actual expenditure or revenue varies from the year to date actual materially.

The material variance adopted by Council for the 2024-25 year is \$15,000 or 8.00% whichever is the greater.

Description	Var. \$	Var. %	
	\$	%	
Revenue from operating activities			
General rates	596,573	6.59%	▲
UV Mining higher than budget.			
Rates excluding general rates	(60,716)	(25.92%)	▼
Interim rating			
Grants, subsidies and contributions	(428,474)	(49.36%)	▼
Childcare centre grant, Driver Access Equity, Women's Wellbeing Hub, Community-led Job, Local Partners not yet received.		Timing	
Fees and charges	(215,787)	(14.46%)	▼
Childcare Centre, commercial refuse, liquid waste disposal fees, Avgas at airport, sale of standpipe water lower than budget.		Timing	
Gwalia catering and sales higher than budget.			
Other revenue	151,392	463.14%	▲
Diesel fuel rebates and reimbursement staff housing utilities. Reclassification of raffle proceeds.		Timing	
Expenditure from operating activities			
Employee costs	511,684	19.45%	▲
Some employee positions are vacant.		Timing	
Refuse site maintenance, Parks and gardens, Roadworks maintenance, FBT lower than budget.			
Materials and contracts	358,021	16.47%	▲
Rodeo sponsorship, Council subscriptions, Strategic Plan development, audit fees, nurse incentive, driver access equity, town planning, womens wellbeing hub, community grant fund, local partner trans, traffic signs, aerodrome consultant, Barnes federal theatre lower than budget.		Timing	
Utility charges	75,801	44.64%	▲
Utility expenditure lower than expected.		Timing	
Depreciation	1,739,656	100.00%	▲
Once the 2023-24 annual financial report is finalised the depreciation will be updated.		Timing	
Other expenditure	25,955	28.66%	▲
Athletics events sponsorship budgeted on a 1/12 basis.		Timing	
Non cash amounts excluded from operating activities	(1,739,656)	(100.00%)	▼
Depreciation not yet raised.		Timing	
Inflows from investing activities			
Proceeds from capital grants, subsidies and contributions	(1,116,096)	(69.64%)	▼
R2R and Natural disaster reinstatement funding not received		Timing	
Outflows from investing activities			
Payments for property, plant and equipment	397,632	46.21%	▲
Some building capital works projects have not yet started.		Timing	
Payments for construction of infrastructure	960,452	65.73%	▲
Some infrastructure other capital works projects have not yet started.		Timing	
Surplus or deficit at the start of the financial year	(366,480)	(9.90%)	▼
The 2023-24 annual financial report is not yet finalised.		Timing	
Surplus or deficit after imposition of general rates	875,868	9.43%	▲
Due to variances described above.		Timing	

10.0 REPORTS**10.3 MANAGER OF BUSINESS SERVICES****10.3.(B) ACCOUNTS FOR PAYMENT - NOVEMBER TO DECEMBER, 2024**

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 13th December 2024
AGENDA REFERENCE:	10.3.(B) DEC 24
SUBJECT:	Accounts for Payment - November to December, 2024
LOCATION/ADDRESS:	Nil
NAME OF APPLICANT:	Nil
FILE REFERENCE:	1.8 Financial Statements
AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT	
NAME:	Kiara Lord
OFFICER:	Manager Business Services
INTEREST DISCLOSURE:	Nil
DATE:	10th December 2024
SUPPORTING DOCUMENTS:	1. Accounts Paid - November to December 2024 ↓

BACKGROUND

Attached statements consist of accounts paid by Delegated Authority totalling **\$664,946.07** since the previous council meeting consisting of:

- (1) Direct Bank Transactions numbered from **3494** to **3530** and totalling **\$83,393.89**;
 - a. Includes Credit Card Payments of **\$17,977.68** for **November, 2024**; and
- (2) Batch Payments **241, 242, 243, & 244** totalling **\$447,111.63**; and
- (3) Payroll Payments from **Pay Periods Ending 25/11/2024 & a Special Pay from 7/10/2024** totalling **\$134,440.55**

STATUTORY ENVIRONMENT

Local Government Act 1995 S6.10 & *Financial Management (1996)* Regulation 12 & 13 apply to how the information is to be presented within this report for authorisation by Council.

POLICY IMPLICATIONS

There are no policy implications resulting from the recommendation of this report.

FINANCIAL IMPLICATIONS

There are no financial implications resulting from the recommendation of this report.

STRATEGIC IMPLICATIONS

There are no strategic implications resulting from the recommendation of this report.

RECOMMENDATIONS

That Council accepts the accounts for payment, as detailed:

- (1) Direct Bank Transactions numbered from **3494** to **3530** and totalling **\$83,393.89**;
 - a. *Includes Credit Card Payments of \$17,977.68 for November, 2024; and*
- (2) Batch Payments **241, 242, 243, & 244** totalling **\$447,111.63**; and
- (3) Payroll Payments from **Pay Periods Ending 25/11/2024 & a Special Pay from 7/10/2024** totalling **\$134,440.55**

VOTING REQUIREMENT

Simple Majority

Manager of Business Services



**Accounts for Payment
Presented to Council
13th December, 2024**

Accounts for Payment - Credit Card Breakdown November 2024

Shire of Leonora					
Monthly Report – List of Credit Card Transactions Paid by Delegated Authority					
Submitted to Council on the 13th December, 2024					
The following list of accounts relate to Credit Card Transactions paid under delegation by the Chief Executive Officer, since the previous list of accounts. Payments detailed are from statements for October, 2024 as per Direct Bank Transaction 3519 totalling \$17,977.68					
CHIEF EXECUTIVE OFFICER					
Reference	Date	Name	Item	Payment by Delegated Authority	Balance
CEO 11/24	11/11/2024	Leo's Country Kitchen Cafe	Purchase error - Reimbursed invoice 10962	17.13	17.13
	11/11/2024	Land and Water Technology	Wi-Fi Module for P1	195.95	213.08
	12/11/2024	Hydraulink Kalgoorlie	Parts for plant equipment	684.95	898.03
	12/11/2024	BP Goldengate Kalgoorlie	Fuel for P1	61.13	959.16
	14/11/2024	Bunnings	CEO house supplies - Pool	76.06	1,035.22
	15/11/2024	Institute of Public Works and	Assets Management Training	297.00	1,332.22
	18/11/2024	Starlink Australia	CEO internet	139.00	1,471.22
	19/11/2024	Bunnings	CEO house supplies	344.53	1,815.75
	25/11/2024	Bunnings	CEO house supplies - Pool	46.00	1,861.75
	26/11/2024	Starlink Australia	Youth centre internet	139.00	2,000.75
	28/11/2024	National Australia Bank	Card fee	9.00	2,009.75
	Total CEO Card November, 2024			\$2,009.75	
MBS 11/24	01/11/2024	The Plaza Hotel	Accommodation for P.Craig	584.37	584.37
	07/11/2024	Kalgoorlie IT	Monitors for Governance Officer	578.00	1,162.37
	22/11/2024	Virgin Australia	Flights for Redfish consultant	503.95	1,666.32
	28/11/2024	National Australia Bank	Card fee	9.00	1,675.32
	Total MBS Card November, 2024			\$1,675.32	
MCS 11/24	07/11/2024	Spotlight Pty Ltd	Supplies for Teddy Bear Picnic	120.00	120.00
	11/11/2024	Kmart	Board games for Youth Centre	385.00	505.00
	12/11/2024	Woolworths	Supplies for Teddy Bear Picnic	78.75	583.75
	12/11/2024	BNB Supplies	Consumables for Hoover House	1,324.30	1,908.05
	12/11/2024	Coles-	Supplies for Teddy Bear Picnic	292.60	2,200.65
	12/11/2024	Coles-	Cooking supplies for Youth Centre	258.74	2,459.39
	12/11/2024	Kmart	Board games not supplied	-25.00	2,434.39
	18/11/2024	Holiday Inn West Perth	Accommodation for staff training	2,437.62	4,872.01
	22/11/2024	Kmart	Storage boxes for CRC	200.00	5,072.01
	25/11/2024	Kmart	Christmas decorations for Youth Centre	49.00	5,121.01
	25/11/2024	Yeti Australia	Gifts for Thank a Volunteer Day	1,540.00	6,661.01
	25/11/2024	Yeti Australia	Gifts for Thank a Volunteer Day	539.00	7,200.01
	25/11/2024	Holiday Inn West Perth	Meals	287.36	7,487.37
	27/11/2024	Kmart	Event decorations	154.50	7,641.87
	28/11/2024	The Reject Shop	Storage containers for Hoover House	31.50	7,673.37
	28/11/2024	National Australia Bank	Card fee	9.00	7,682.37
	Total MCS Card November, 2024			\$7,682.37	

Accounts for Payment - Credit Card Breakdown November 2024

Reference	Date	Name	Item	Payment by Delegated Authority	Balance
MWS 11/24	04/11/2024	Bunnings	Supplies for depot	759.00	759.00
	20/11/2024	Boc Gas & Gear	Gas cylinders for Medical centre	29.92	788.92
	20/11/2024	Harvey Norman	Drone for depot	4,199.00	4,987.92
	21/11/2024	Bunnings	Clothesline for 26 Queen Vic	399.00	5,386.92
	25/11/2024	BCF	Equipment power supplies for P4	59.98	5,446.90
	25/11/2024	Kalgoorlie Feed Barn Pty Ltd	Dog food for yard	109.00	5,555.90
	26/11/2024	Bunnings	Christmas lights/decorations	642.44	6,198.34
	26/11/2024	Red Dot	Christmas lights/decorations	111.90	6,310.24
	28/11/2024	Starlink Australia	Internet for graders	195.00	6,505.24
	28/11/2024	National Australia Bank	Card fee	9.00	6,514.24
	Total MWS Card November, 2024			\$6,514.24	
CRC 011/24	20/11/2024	Leonora Post Office	Identifications application for JSH	87.00	87.00
	28/11/2024	National Australia Bank	Card fee	9.00	96.00
	Total CRC Card November, 2024			\$96.00	
3519	03/12/2024	National Australia Bank	Credit card charges November 2024	\$17,977.68	

Accounts for Payment - November to December 2024 Direct Bank Transactions

Shire of Leonora					
Monthly Report – List of Direct Bank Transactions Paid by Delegated Authority					
Submitted to Council on the 13th December, 2024					
The following list of accounts relate to Direct Bank Transactions paid under delegation by the Chief Executive Officer, since the previous list of accounts. Transactions are numbered from 3494 to 3530 and totalling \$83,393.89					
CHIEF EXECUTIVE OFFICER					
Transaction	Date	Name	Item	Payment by Delegated Authority	Balance
3494	15/11/2024	Australian Retirement Trust	199418	9,257.75	9,257.75
3495	15/11/2024	Australian Super	Superannuation PPE 11/11/2024	891.08	10,148.83
3496	15/11/2024	Aware Super	Superannuation PPE 11/11/2024	6,683.93	16,832.76
3497	15/11/2024	Construction and Building Unions Superann	Superannuation PPE 11/11/2024	11,625.12	28,457.88
3498	15/11/2024	Host Plus	Superannuation PPE 11/11/2024	719.57	29,177.45
3499	15/11/2024	MTAA Superannuation Fund	Superannuation PPE 11/11/2024	1,211.44	30,388.89
3500	15/11/2024	MyNorth Super	Superannuation PPE 11/11/2024	696.06	31,084.95
3501	15/11/2024	Rest Superannuation	Superannuation PPE 11/11/2024	292.99	31,377.94
3502	15/11/2024	The Trustee for Mercer Super Trust	Superannuation PPE 11/11/2024	527.86	31,905.80
3503	15/11/2024	TWU Superannuation Fund	Superannuation PPE 11/11/2024	182.17	32,087.97
3504	15/11/2024	Wealth Personal Superannuation	Superannuation PPE 11/11/2024	671.59	32,759.56
3506	15/11/2024	3E Advantage	Printing charges - October 2024	153.62	32,913.18
3507	29/11/2024	National Australia Bank	Merch fees - Rec centre	20.00	32,933.18
3508	29/11/2024	National Australia Bank	Merch fees - Depot	20.00	32,953.18
3509	29/11/2024	National Australia Bank	Merch fees - Aiport/Events	20.30	32,973.48
3510	29/11/2024	National Australia Bank	Merch fees - CRC	20.65	32,994.13
3511	29/11/2024	National Australia Bank	Merch fees - Info	21.69	33,015.82
3512	29/11/2024	National Australia Bank	Account keeping fees	25.00	33,040.82
3513	29/11/2024	National Australia Bank	Merch fees - Admin/ Musuem	1,304.53	34,345.35
3514	19/11/2024	Click Super	Transaction and Facility fees -November 2024	4,488.87	38,834.22
3515	14/11/2024	SiteDocs Safety ULC	Annual subscription	32.34	38,866.56
3517	02/12/2024	National Australia Bank	Connect Fee October 2024	69.23	38,935.79
3518	02/12/2024	Alex Taylor	Rent for 23 Queen Victoria St - December 2024	2,166.67	41,102.46
3519	03/12/2024	National Australia Bank	Credit card charges November 2024	17,977.68	59,080.14
3520	29/11/2024	Australian Retirement Trust	Superannuation PPE 25/11/2024	823.64	59,903.78
3521	29/11/2024	Australian Super	Superannuation PPE 25/11/2024	7,063.76	66,967.54
3522	29/11/2024	Aware Super	Superannuation PPE 25/11/2024	11,339.59	78,307.13
3523	29/11/2024	Construction and Building Unions Superann	Superannuation PPE 25/11/2024	649.30	78,956.43
3524	29/11/2024	Host Plus	Superannuation PPE 25/11/2024	1,666.47	80,622.90
3525	29/11/2024	MTAA Superannuation Fund	Superannuation PPE 25/11/2024	674.89	81,297.79
3526	29/11/2024	MyNorth Super	Superannuation PPE 25/11/2024	416.88	81,714.67
3527	29/11/2024	Rest Superannuation	Superannuation PPE 25/11/2024	587.95	82,302.62
3528	29/11/2024	The Trustee for Mercer Super Trust	Superannuation PPE 25/11/2024	182.17	82,484.79
3529	29/11/2024	TWU Superannuation Fund	Superannuation PPE 25/11/2024	671.59	83,156.38
3530	29/11/2024	Wealth Personal Superannuation	Superannuation PPE 25/11/2024	237.51	83,393.89
GRAND TOTAL				\$83,393.89	

Accounts for Payment - November to December 2024 Batch Payments 241 - 244

Shire of Leonora					
Monthly Report – List of Accounts Paid by Delegated Authority					
Submitted to Council on the 13th December, 2024					
<p>Batch Payments 241, 242, 243, & 244 totalling \$447,111.63 has been paid by delegated authority by the Chief Executive Officer and has been checked and are fully supported by remittances and duly certified invoices with checks being carried out as to prices, computations and costing. Bank Details are reconciled against those invoices by two officers.</p>					
CHIEF EXECUTIVE OFFICER					
Batch Ref	Date	Name	Item	Payment by delegated Authority	Balance
BP241.01	20/11/2024	Aerodrome Management Services	ARO Training T/O	2,880.00	2,880.00
BP241.02	20/11/2024	Australian Taxation Office	BAS October 2024	140,730.00	143,610.00
BP241.03	20/11/2024	Bigfoot Contracting	Bowls Club Building Cleaning	275.00	143,885.00
BP241.04	20/11/2024	Earth Australia Contracting Pty Ltd	Gas bottles for Hoover House	100.01	143,985.01
BP241.05	20/11/2024	Kerion Pty. Ltd.	Travel for Catalytic IT (M Lestor) Perth to Leonora Return 6th May to 10th May, 2024	800.00	144,785.01
BP241.06	20/11/2024	LG Professionals WA	2024/25 LG Professionals Affiliate Memberships	340.00	145,125.01
BP241.07	20/11/2024	Northern Goldfields Electrical Pty Ltd	Service all Evap Coolers at the Rec Centre	2,040.50	147,165.51
BP241.08	20/11/2024	Receptive Security	Conduct a comprehensive audit of existing security systems	2,200.00	149,365.51
BP241.09	20/11/2024	Stuart Lindsay Williamson	Road Maintenance - Bush Graders - Mt Ida Road	5,200.00	154,565.51
BP241.10	20/11/2024	Talis	Desktop valuation 2024	2,200.00	156,765.51
BP241.11	20/11/2024	Terry Sargent	Contract Health Surveyor -October 2024	9,460.00	166,225.51
Total - Batch Payment 241				166,225.51	
BP242.01	22/11/2024	Air Liquide W.A. Ltd	Medical centre cylinder fees	26.06	26.06
BP242.02	22/11/2024	All Workwear	Promotion shirts for Gwalia Museum as per quote QU-0101	6,624.75	6,650.81
BP242.03	22/11/2024	Bidfood Kalgoorlie	Catering and Consumables Hoover House	615.52	7,266.33
BP242.04	22/11/2024	Bunnings Building Supplies Pty Ltd	Cleaning supplies for facility hire	532.71	7,799.04
BP242.05	22/11/2024	Central Regional TAFE.	Course fees for LELC staff	199.95	7,998.99
BP242.06	22/11/2024	Cleverpatch	Activity supplies for LELC	1,060.06	9,059.05
BP242.07	22/11/2024	CyberSecure Pty Limited	Monthly data protection for the 2024/25 Financial year	632.50	9,691.55
BP242.08	22/11/2024	Eagle Petroleum (WA) Pty Ltd	Fuel - Shire Vehicles October, 2024	1,052.09	10,743.64
BP242.09	22/11/2024	Elite Gym Hire	Monthly gym equipment hire	2,207.89	12,951.53
BP242.10	22/11/2024	Genesis Electronic Security Pty Ltd	Security unit for J.G Epis Centre	237.52	13,189.05
BP242.11	22/11/2024	Goldfields Locksmiths	Keys and Padlocks	1,283.85	14,472.90
BP242.12	22/11/2024	Hames Sharley	Strategic Planning - Townsite & Rec/Leisure Club	4,576.00	19,048.90
BP242.13	22/11/2024	Horizon Power	Power Usage - Streetlights October 2024	6,529.21	25,578.11
BP242.14	22/11/2024	Kleenheat Gas	Gas Bottles as required	573.12	26,151.23
BP242.15	22/11/2024	Landgate	Online shop - Title searches	94.80	26,246.03
BP242.16	22/11/2024	Leonora Motor Inn	Accommodation for EHO	520.00	26,766.03

Accounts for Payment - November to December 2024 Batch Payments 241 - 244

Batch Ref	Date	Name	Item	Payment by delegated Authority	Balance
BP242.17	22/11/2024	Leonora Post Office	Postage and stationery supplies Admin, CRC & Library	947.60	27,713.63
BP242.18	22/11/2024	Luck Thai Cleaning	Cleaning Services October - November, 2024	19,183.85	46,897.48
BP242.19	22/11/2024	Marie Pointon (Cakes)	Cakes for Teddy Bear Picnic	650.00	47,547.48
BP242.20	22/11/2024	Market Creations	2023-2024 Annual Report Design	1,987.15	49,534.63
BP242.21	22/11/2024	McMahon Burnett Transport	Freight for HH supplies	197.41	49,732.04
BP242.22	22/11/2024	Motor Pass	Motor Pass fuel card transactions October 2024	988.26	50,720.30
BP242.23	22/11/2024	Netlogic Information Technology	Computer consulting services November 2024	1,700.00	52,420.30
BP242.24	22/11/2024	Nomad Pumping	Plumbing works Airport, and Hoover House	8,589.24	61,009.54
BP242.25	22/11/2024	Northern Goldfields Electrical Pty Ltd	Electrical repairs Hoover House and old telecentre	620.40	61,629.94
BP242.26	22/11/2024	PFD Food Services Pty Ltd	Catering and consumables Hoover House	3,471.95	65,101.89
BP242.27	22/11/2024	Pier Street Medical	Medicals for new employees	588.00	65,689.89
BP242.28	22/11/2024	Prime Media Group Ltd	Advertising of Gwalia on channel 7	1,100.00	66,789.89
BP242.29	22/11/2024	Skippers Aviation Pty Ltd	Flights I Falanitama	439.00	67,228.89
BP242.30	22/11/2024	SurePact	Accommodation, meals and travel expenses for SurePact onsite training	5,451.79	72,680.68
BP242.31	22/11/2024	Team Global Express Pty Ltd	Freight for pool chemicals/ PPE	17.18	72,697.86
BP242.32	22/11/2024	Teletrac Navman	Monthly satellite tracking and access	1,282.44	73,980.30
BP242.33	22/11/2024	Telstra	Phone and internet charges October, 2024	2,710.93	76,691.23
BP242.34	22/11/2024	Terry Sargent	Contract Health Surveyor - November 2024 & Offsite Remote work Sept - October	11,753.50	88,444.73
BP242.35	22/11/2024	Tourism Council Western Australia	2025 Membership renewal - Visitors Centre & Gwalia Historic Precinct	1,848.00	90,292.73
BP242.36	22/11/2024	Vanguard Print	Freight and handling of Northern Goldfields maps and brochure	365.87	90,658.60
BP242.37	22/11/2024	Water Corporation	Water and supply charges	48.41	90,707.01
BP242.38	22/11/2024	Whitehouse Hotel	Catering for JSH training @ \$225.00 per day	1,575.00	92,282.01
BP242.39	22/11/2024	Win Television WA-086	Gwalia Advertising on 9 networks	330.00	92,612.01
BP242.40	22/11/2024	WML Consultants Pty Ltd-	Structural Inspection and Integrity Report for Radio Tower	8,264.00	100,876.01
BP242.41	22/11/2024	Xstra Group Pty Ltd	PLAX Hosting, Provision and Support per Extension and Rental Service per Month for CRC	503.59	101,379.60
Total - Batch Payment 242				101,379.60	
BP243.01	27/11/2024	Bigfoot Contracting	Bowls club cleaning & vacate cleaning 11 Queen Vic	1,245.00	1,245.00
BP243.02	27/11/2024	Bluepen Collective Pty Ltd	Flood Disaster Recovery consultants - Travel, accommodation and meals included	12,497.84	13,742.84
BP243.03	27/11/2024	Coolgardie Tyre Service	Tyres for equipment	1,650.00	15,392.84
BP243.04	27/11/2024	Eagle Petroleum (WA) Pty Ltd	Diesel Fuel - Bulk @ 1.5099 exc GST	43,188.12	58,580.96
BP243.05	27/11/2024	Goldfields Controlled Waste.	Pumping toilets for Sorry camp	1,100.00	59,680.96

Accounts for Payment - November to December 2024 Batch Payments 241 - 244

Batch Ref	Date	Name	Item	Payment by delegated Authority	Balance
BP243.06	27/11/2024	GTN Services	Vehicle Services, battery for sweeper and tracker installation	664.97	60,345.93
BP243.07	27/11/2024	Hersey's Safety Pty Ltd	Goods supplied by Herseys - Parts and Equipment - DEPOT	5,028.89	65,374.82
BP243.08	27/11/2024	Juwest Pty Ltd	Excavator hire for cemetery digging	1,479.50	66,854.32
BP243.09	27/11/2024	Kalsigns Pty Ltd	Signs for grader camps	793.32	67,647.64
BP243.10	27/11/2024	Kleenheat Gas	Gas Bottles for Truck Stop and Yearly Container Service Fees	542.72	68,190.36
BP243.11	27/11/2024	Marie Pointon.	Reimbursement supplies for Teddy bear picnic	1,441.05	69,631.41
BP243.12	27/11/2024	McMahon Burnett Transport	Freight for septage pond liner materials	4,003.77	73,635.18
BP243.13	27/11/2024	Northern Goldfields Electrical Pty Ltd	Maintenance to lights at Aerodrome	1,812.25	75,447.43
BP243.14	27/11/2024	Nov Australia Pty Ltd	Annual servicing - Aerodrome Generator	1,032.28	76,479.71
BP243.15	27/11/2024	Puipuilupe Tavake.	Reimbursement supplies for Teddy bear picnic	142.89	76,622.60
BP243.16	27/11/2024	RSEA Safety Kalgoorlie	Hydration Aids - Fly Nets and Cooling Bandanas	776.65	77,399.25
BP243.17	27/11/2024	Snap Printing	Creation and printing of Daily Resource Record Sheets - Grading	755.24	78,154.49
BP243.18	27/11/2024	Statewide Bearings	Bearing and belts for slasher	495.00	78,649.49
BP243.19	27/11/2024	Team Global Express Pty Ltd	Freight for October and September, 2024	766.65	79,416.14
Total - Batch Payment 243				79,416.14	
BP244.01	09/12/2024	All Workwear	Staff uniforms - CRC, admin, youth and info	2,365.55	2,365.55
BP244.02	09/12/2024	Altus Planning	Service Provision - Town Planning Expenses 2024/25 Financial Year	1,819.13	4,184.68
BP244.03	09/12/2024	Avdata Australia	Leonora Waste Water Management	629.35	4,814.03
BP244.04	09/12/2024	Canine Control	Ranger Expenses November & October, 2024	9,086.00	13,900.03
BP244.05	09/12/2024	Christopher Van Zweden	Reimbursement - Travel and meal expenses during training	558.87	14,458.90
BP244.06	09/12/2024	Debbie Jordan	Reimbursement airfares	403.97	14,862.87
BP244.07	09/12/2024	Department of Fire and Emergency Services	ESL Local Government income & QTR 2	36,041.67	50,904.54
BP244.08	09/12/2024	Helen Smith	Murdoch University Vet Program 2024	5,905.50	56,810.04
BP244.09	09/12/2024	Leonora Post Office	Seniors Christmas Gift Cards 2024	4,053.70	60,863.74
BP244.10	09/12/2024	Michael Aiesi.	Reimbursement youth centre activity supplies	642.83	61,506.57
BP244.11	09/12/2024	Nadine McAllister	Reimbursement for function supplies	475.53	61,982.10
BP244.12	09/12/2024	Netlogic Information Technology	Computers and software for youth centre	7,496.00	69,478.10
BP244.13	09/12/2024	Office National Kalgoorlie	Meeting pod for CRC	28,962.92	98,441.02
BP244.14	09/12/2024	Robbie McCleery	Reimbursement Christmas bingo supplies	1,649.36	100,090.38
Total - Batch Payment 244				100,090.38	
GRAND TOTAL				447,111.63	

Accounts for Payment - November to December 2024 Cheques & Payroll Liabilities

Shire of Leonora					
Monthly Report – List of Accounts Paid by Delegated Authority					
Submitted to Council on the 13th December, 2024					
The following list of accounts has been paid under delegation by the Chief Executive Officer, since the previous list of accounts. Transactions contain Wages & Payroll Liability payments since the previous list of accounts paid by Delegated Authority totalling \$134,440.55					
CHIEF EXECUTIVE OFFICER					
Cheque	Date	Name	Item	Payment by Delegated Authority	<i>Balance</i>
PL 251124	27/11/2024	Shire of Leonora	Payroll Liabilities PPE 25/11/2024	2,036.82	<i>2,036.82</i>
PPE 251124	26/11/2024	Shire of Leonora	Salaries & Wages PPE: 25/11/2024	130,148.76	<i>132,185.58</i>
PPE071024	7/10/2024	Shire of Leonora	Special Pay 07/10/2024	2,254.97	<i>134,440.55</i>
GRAND TOTAL				134,440.55	

10.0 REPORTS**10.4 MANAGER OF COMMUNITY SERVICES****10.4.(A) DRIVER ACCESS AND EQUITY GRANT**

-

SUBMISSION TO: Ordinary Council Meeting
Meeting Date: 13th December 2024

AGENDA REFERENCE: 10.4.(A) DEC 24

SUBJECT: Driver Access and Equity Grant

LOCATION/ADDRESS: Leonora

NAME OF APPLICANT: N/A

FILE REFERENCE: 5.29

AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT

NAME: Alex Baxter

OFFICER: Manager Community Services

INTEREST DISCLOSURE: Nil

DATE: 2nd December 2024

SUPPORTING DOCUMENTS:

1. Shire of Leonora | Letter of Agreement [↓](#)
2. Shire of Leonora | Grant Funding Agreement [↓](#)
3. Grant Guidelines [↓](#)

BACKGROUND

The Shire of Leonora submitted a successful grant application to the Department of Transport for \$208,000.00 for the Driver Access and Equity Program for the 2023 – 2024 financial year, the aim of the program was to provide access to vehicles, instructors, supervisors, and Department of Transport services, addressing barriers and costs to obtaining a driver's licence in regional and remote Western Australia and enhancing participants employment prospects. During this period the program saw 37 registered participants with 11 of those going on to obtain their driver's license and others progressing through the required stages.

The Shire of Leonora has since submitted a successful application to Round 5 of the Driver Access and Equity Program to continue the program for the period November 2024 – June 2026. Should Council agree the extension of the program would see the program expanded to include Leinster and a manual vehicle purchased to enable participants to learn how to drive a manual as well as the current automatic.

Should Council agree to the accept the extension of the program the program's income will increase by \$217,000.00, reflecting the new grant agreement. Additionally, a capital account will be established to facilitate the purchase of a manual vehicle valued at \$40,000.00.

STAKEHOLDER ENGAGEMENT

Nil

STATUTORY ENVIRONMENT

Local Government Act 1995

Part 6

Division 4

6.8. Expenditure from municipal fund not included in annual budget

(1) A local government is not to incur expenditure from its municipal fund for an additional purpose except where the expenditure –

(a) is incurred in a financial year before the adoption of the annual budget by the local government; or

(b) is authorised in advance by resolution; or

(c) is authorised in advance by the mayor or president in an emergency

(1a) In subsection (1) –

additional purpose means a purpose for which no expenditure estimate is included in the local government's annual budget.

(2) Where expenditure has been incurred by a local government –

(a) pursuant to subsection (1)(a), it is to be included in the annual budget for that financial year; and

(b) pursuant to subsection (1)(c), it is to be reported to the next ordinary meeting of the council.

POLICY IMPLICATIONS

There are no known Policy implications resulting from the proposed resolution.

FINANCIAL IMPLICATIONS

The proposed income is not budgeted in the current budget. The currently budgeted figure for Driver Access and Equity funding is \$153,538.00 and this will increase by \$217,000.00.

STRATEGIC IMPLICATIONS

Councils Strategic Community Plan has an identified outcome as Economic 2.1.1 Attract new industry, business, investment and encourage economic diversity and growth of local business

RISK MANAGEMENT

Should the Council resolve to accept the offer to from the Department of Transport for the extension of the Driver Access and Equity Program, potential risks such as reputational impact and financial challenges related to effectively utilising the allocated funds must be considered.

RECOMMENDATIONS

1. That Council accepts the offer from the Department of Transport to deliver the Driver Access and Equity program in Leonora and Leinster.
2. That Council authorise a budget amended to increase the income of I083005 to \$370,538.00 from \$153,538.00
3. Authorise the creation of a capital account for \$40,000.00 for the purchase of a manual vehicle for use as part of the Driver Access and Equity Program.

VOTING REQUIREMENT

Simple Majority

SIGNATURE

Deputy Chief Executive Officer



Government of **Western Australia**
Department of **Transport**

Regional Services

Our ref: DAE00044R5

Enquiries: 6551 6316

Mr Ty Matson
Chief Executive Officer
Shire of Leonora
ty.matson@leonora.wa.gov.au

Dear Mr Matson

DRIVING ACCESS AND EQUITY PROGRAM GRANT ROUND 5 – LETTER OF OFFER

I am pleased to inform you that the grant application submitted on behalf of the Shire of Leonora (the Shire) to participate in the above program has been successful. The Department of Transport (DoT) is offering the Shire a grant of \$217,000 (ex GST) in accordance with the grant guidelines and your responding application DAE00044R5.

By accepting and signing the attached Grant Funding Agreement (GFA), the Shire is committing to assisting a minimum of 40 disadvantaged learner drivers access an appropriate vehicle, supervisor, or instructor to complete their supervised driving hours, and a minimum of 25 learner drivers to obtain their driver's licence. The Department will provide the Shire with a total grant of \$217,000 (ex GST) to be made in five (5) milestone payments. Full details, including reporting requirements, are outlined in the attached GFA.

To accept this offer, please sign and return one copy of the attached GFA to DoT via email (Access.Equity.Program@transport.wa.gov.au) and keep the second copy for your records.

If you wish to discuss this opportunity, please contact Dr Kylie Murphy, Senior Grant Coordinator on 6551 6316.

Yours sincerely

Todd Mettam
Executive Director Regional Services

22/11/2024

Att: Grant Funding Agreement

140 William Street Perth Western Australia 6000
Telephone (08) 0000 0000 Facsimile (08) 0000 0000 xxxxx@transport.wa.gov.au
www.transport.wa.gov.au ABN 27 285 643 255



Government of **Western Australia**
Department of **Transport**

2024

THE STATE OF WESTERN AUSTRALIA

AND

SHIRE OF LEONORA

**GRANT FUNDING AGREEMENT FOR THE
DRIVING ACCESS AND EQUITY PROGRAM**

Department of Transport

140 William Street PERTH 6000

DAE00044R5

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THIS AGREEMENT is made the 22 day of November 2024

BETWEEN:

THE STATE OF WESTERN AUSTRALIA acting through the Chief Executive Officer of the Department of Transport, 140 William Street, Perth, WA (Grantor)

and

SHIRE OF LEONORA

ABN: 15 961 454 076

LOT 16 TOWER STREET

LEONORA WA 6438

RECITALS

- A In August 2021, the Minister for Transport announced that the State had allocated funding for a pilot program to help disadvantaged Learner Drivers (or potential Learner Drivers), particularly those living in regional Western Australia, get their driver's licence. That pilot program was successful and the Driving Access and Equity Program has been established and operated since then.
- B. The initiative involves allocating grant funds to identified and suitable persons and organisations and co-ordinating funding programs to improve identified beneficiaries' access to driver's licenses.
- C. The Grantee has applied to the Grantor for funding for the Grantee's Program which has the aim of implementing the Minister's initiative.
- D. The Grantor has agreed to allocate funding to the Grantee upon and subject to the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires:

Agreement means this Grant Funding Agreement, including its recitals and any schedules or annexures.

Auditor means the Auditor General or an accountant who is independent of, and not related in any way to, the Grantee and is a member of CPA Australia, the Institute of Public Accountants in Australia or the Institute of Chartered Accountants in Australia.

Auditor General means the Auditor General for the State of Western Australia.

Beneficiaries means persons who will be the ultimate beneficiaries of this funding grant and who are either Australian citizens or permanent residents as well as:

- a) either unemployed, or employed but whose income is such that they are entitled to Commonwealth welfare grants or subsidies of whatsoever nature; or

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- b) based in geographic locations, where the Minister for Transport determines that the provision of driving instruction (whether by the provider of services for reward or on a voluntary basis) is lacking; or
- c) persons that the Minister for Transport determines are appropriate beneficiaries considering the present adequacy of motor vehicle driver training services available and the effect upon the existing services if grant funding was to be provided to the Grantee.

Business Day means a day other than a Saturday, Sunday or a public holiday in Western Australia.

Claim means any claim, proceeding, cause of action, action, demand or suit (including by way of a claim for contribution or an indemnity).

Commencement Date means the date of execution of this Agreement by the last Party to do so.

Completion Date means the date specified in Item 1(f) of Schedule 1 to this Agreement, which date may be extended in accordance with the terms of this Agreement.

Confidential Information includes any information relating to the business affairs and processes of the Parties, obtained by virtue of this Agreement, including the amount of the Grant Funds, which would not otherwise be available to the general public and all information marked as confidential as well as information which by its nature is confidential, is known to be confidential or which Party receiving the information from the other Party ought to have known was confidential, and includes all such information that may be in the possession of their employees, agents and contractors.

Department means the Department of Transport.

Department's Representative means the following Department employees, Chief Executive Officer, Managing Director, Executive Director Regional Services, Executive Director Driver and Vehicle Services, and any person duly authorised by one of these representatives.

Driver Volunteer means a person who offers to supervise a Learner Driver to gain driving experience and/or complete the logbook identified as such in the Grantee's Program Documentation who:

- (a) is either:
 - (i) a person who holds a licence issued under the *Motor Vehicle Drivers Instructors Act 1963* to give driving instruction; or
 - (ii) a person who may give driving instruction (which includes supervision) under regulation 43(2)(b) of the *Road Traffic (Authorisation to Drive) Regulations 2014* (i.e. the commonly understood had-your-licence-for-4-years rule for vehicles other than mopeds);
 in respect of the class of vehicle being driven by the Learner Driver; and
- (b) is compliant with Western Australian public health directions regarding the COVID-19 pandemic, and who holds a recent National Police Clearance certificate no more than three months old and a Working with Children's card.

For clarity, regulation 13B has been inserted into the *Motor Vehicle Drivers Instructors Regulations 1964* to provide the CEO of the Department of Transport the power to designate grant agreements like this one so people who don't hold a drivers instructor licence but meet the criteria in the abovementioned regulation 43(2)(b) can be paid using grant funds to supervise learner drivers. Regulation 10 of those regulations has been amended so that the vehicles used in those contexts don't require duplicate controls and mirrors. Ordinarily a driving instructor's licence and the duplicate controls and mirrors are required when there is an hourly payment.

Dual Control Vehicle means a vehicle fitted with the duplicate (dual) controls and mirrors ordinarily required to be used when a licensed driving instructor is providing licensing instruction (the requirement is in regulation 10 of the *Motor Vehicle Drivers Instructors Regulations 1964*).

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Evaluation or Audit means one or more of an audit, examination, investigation, inspection, review, evaluation, or a similar activity.

Event of Default means the occurrence of one or more things set out in clause 10.1.

Final Report means the last Milestone Report which in the case of the Final Report, in addition to the Program Documentation for that Milestone, must also include a Financial Statement of Income and Expenditure for the Grantee's Project that:

- (i) sets out the Grantee's Project's revenue and expenses including all invoices and receipts of payment as well as payslips for all employees, contractors and agents (including reimbursement for all volunteers);
- (ii) confirms the Grantee's Project's financial accounts as true and accurate;
- (iii) confirms that the entire Grant Funds, other than any of the Grant Funds that were returned to the Department under clause 5.2 (if any), were spent by the Grantee and applied to the Grantee's Project purpose in accordance with this Agreement;
- (iv) is certified by an Auditor, other than the Auditor General;
- (v) includes a concise summary of what the Grantee's Project has achieved, and compares the outcomes, Milestones and performance of the Grantee's Project as stated in this Agreement; and
- (vi) be certified by a Director or the Secretary of the Grantee.

Financial Records means and includes invoices, fuel receipts, bank statements, copies of cheques, reconciliations of bank balance, receipts, and expenditure.

Government Agency means and includes any department or organisation as defined in section 3 of the *Public Sector Management Act 1994*.

Grants Administration Platform means the online platform used by the Department to manage the Driving Access and Equity Grant Program as notified by the Department to the Grantee in writing at the time it signed this agreement. The Department may subsequently notify the Grantee of a change in the online platform by sending a written notice under this agreement.

Grant Details means the details relating to the grant specified in Item 1(b) of Schedule 1 to this Agreement.

Grant Funds means the sum specified in Item 1(b) of Schedule 1 to this Agreement.

Grant Vehicle Use Policy means the policy annexed as Schedule 3 to this Agreement.

Grantee means the Grantee specified in Item 1(a) of Schedule 1 to this Agreement.

Grantee's Program means the Driving Access and Equity Program set out in Schedule 2 to this Agreement.

Grantor means the State of Western Australia acting through the Chief Executive Officer of the Department of Transport.

GST means the goods and services tax applicable to any taxable supplies as determined by the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and includes all associated legislation and regulations.

Insolvency Event means the happening of any of these events:

- a) an order is made, or an application is made to a court for an order, that a body corporate be wound up; or
- b) except to reconstruct or amalgamate while solvent, a body corporate:
 - (i) is wound up or dissolved; or
 - (ii) resolves to wind itself up or otherwise dissolve itself, or gives notice of intention to do so; or
 - (iii) enters into, or resolves to enter into, any form of formal or informal arrangement for the benefit of all or any class of its creditors, including a scheme of

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arrangement, deed of company arrangement, compromise or composition with, or assignment for the benefit of, all or any class of its creditors; or

- c) a liquidator or provisional liquidator is appointed (whether or not under an order), or an application is made to a court for an order, or a meeting is convened or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- d) a receiver, manager, receiver and manager, trustee, administrator, controller (as defined in section 9 of the *Corporations Act 2001* (Cth)) or similar officer is appointed, or an application is made to a court for an order, or a meeting is convened, or a resolution is passed, to make such an appointment, in respect of a body corporate; or
- e) any step is taken to enforce security over, or a distress, attachment, execution or other similar process is levied, enforced or served out against, any asset or undertaking of a body corporate; or
- f) the process of any court or authority is invoked against a body corporate, or any asset or undertaking of a body corporate, to enforce any judgment or order for the payment or money or the recovery of any property; or
- g) a body corporate:
 - (i) takes any step to obtain protection, or is granted protection, from its creditors under any applicable legislation; or
 - (ii) stops or suspends payment of all, or a class of, its debts; or
 - (iii) is, or is taken by any applicable legislation to be, or states that it is, or makes a statement from which it may be reasonably deduced that it is:
 - (a) insolvent or unable to pay its debts when they fall due; or
 - (b) the subject of an event described in section 459C(2)(b) or section 585 of the *Corporations Act 2001* (Cth); or
 - (iv) is taken to have failed to comply with a statutory demand as a result of the operation of section 459F(1) of the *Corporations Act 2001* (Cth); or
 - (v) ceases, or threatens to cease, to carry on all or a material part of its business; or
- h) a person becomes an insolvent under administration as defined in section 9 of the *Corporations Act 2001* (Cth) or action is taken that could result in that event; or
- i) anything analogous or having a similar effect to any of the events specified above happens under the law of any applicable jurisdiction.

Law means all applicable present and future laws including:

- (a) all acts, ordinances, regulations by-laws, orders, awards and proclamations of the State of Western Australia or the Commonwealth;
- (b) authorisations;
- (c) principles, requirements and rules of the common law or equity;
- (d) standards, codes, policies and guidelines; and
- (e) the ASX listing rules.

Learner Driver means a person who is driving a vehicle for the purposes of the Grantee's Program under the authority of either:

- (a) learner's permit; or
- (b) provisional licence;

in respect of that class of vehicle with a Volunteer Driver providing instruction as required by either or both of:

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- (i) regulation 47(3)(a) of the *Road Traffic (Authorisation to Drive) Regulations 2014* which provides the requirement for learner's permit holders to only drive the relevant vehicle under the instruction of a driving instructor; or
- (ii) regulation 16A(2) of the *Road Traffic (Authorisation to Drive) Regulations 2014* which provides the requirement for at least 50 hours driving in the course of instruction to be recorded in a log book in the circumstances in which that regulation applies.

Milestone means a milestone set out in item 1(c) of Schedule 1.

Milestone Report means a detailed electronic statement on activities attempted and completed during the reporting period, identifying progress towards the outcomes identified in schedule 2 and may include an audited financial statement.

Nominated Officer for a Party means the officer nominated under clause 14.

Participant Data means an electronic statement providing the details of Beneficiaries involved in the Grantee's Program and their progress towards attaining a driver's licence, completed at the end of each period as defined in Item 1(c) of Schedule 1 and as certified by the Department's Nominated Officer and supported by the Program Documentation.

Party means each of the Grantor or the Grant as the context requires, and **Parties** means both of them.

Program Documentation means the list of documentation specified in Item 1(d) of Schedule 1 to this Agreement.

Program Location means the location specified in Item 1(a) of Schedule 1 to this Agreement.

Progressive Payments means the list of payments to be made pursuant to this Agreement, specified in Item 1(c) of Schedule 1 to this Agreement.

Project Establishment Report means an electronic statement providing details regarding the establishment of the program, such as proof of purchase of vehicles including the provision of car registration numbers, information regarding staff appointment and training.

Senior Staff Member means a staff member of the Grantee who performs or holds any executive or managerial role including the role of chief executive officer, chief financial officer or an equivalent or similar role, or the role of head of a department or division, manager, senior project officer, or any other senior role.

State means the State of Western Australia.

Vehicle means the vehicle to be used in the Grantee's Program, the details of which are set out in Item 1(b) of Schedule 1 to this Agreement. It includes any Vehicle of the Grantee's that the Grantee has purchased with grant funds under a previous Driving Access and Equity grant agreement between the Grantee and Grantor. There may be more than one Vehicle.

1.2. Interpretation

In this Agreement unless the context otherwise requires:

- (a) headings or subheadings are inserted for guidance only and do not govern the meaning or construction of this Agreement or of any provision contained in this Agreement;
- (b) words expressed in the singular include the plural and vice versa;
- (c) reference to a thing includes a part of that thing but without implying that part performance of an obligation is performance of the whole;
- (d) references to parts, clauses, Schedules and Parties are references to parts and clauses of, and Parties to, this Agreement;

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- (e) the word 'person' includes an individual, a body corporate, an unincorporated body or association, or any Government Agency and includes, in the case of a natural person, a reference to the person's personal representatives, executors, administrators, successors and assigns and, in the case of a body corporate, a reference to its successors and assigns;
- (f) where the day on or by which a thing is required to be done is not a Business Day that thing must be done on or by the succeeding Business Day;
- (g) references to statutes, regulations, ordinances and by-laws when contained in this Agreement include amendments, re-enactments or consolidations of any of them and a reference to a statute includes every regulation, proclamation, ordinance and by-law issued under that statute;
- (h) a reference in this Agreement to a subclause, paragraph or subparagraph is a reference to a subclause, paragraph or subparagraph in the clause in which the reference appears;
- (i) a reference to a Party, if that Party ceases to exist or is reconstituted, renamed or replaced, or its powers or functions are transferred to any other person, refers respectively to the person established or constituted in its place or succeeding to its powers or functions;
- (j) a reference to the word "including" is deemed to be followed by the words "but not limited to";
- (k) this Agreement is to be interpreted as a deed;
- (l) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward this Agreement or any part thereof;
- (m) where time is to be reckoned from a day or event, that day or the day of that event is to be included;
- (n) reference to a contractor or sub-contractor means a contractor or sub-contractor at any tier;
- (o) a reference to information includes data, projections, advice, undertakings and documentation;
- (p) the powers and duties of the Department under this Agreement may be exercised by the Nominated Officer; and
- (q) the words "at its cost" do not preclude the Grantee using Grant Funds if specifically authorised in writing in this Agreement or if specifically authorised in writing by the Department's Nominated Officer.

1.3. Reg 43(2)(a) of the Road Traffic (Authorisation to Drive) Regulations 2014

For the avoidance of doubt nothing in this Agreement shall be construed as authorising any person or body to conduct or supervise a youth driver education course to which regulation 43(2)(a) of the *Road Traffic (Authorisation to Drive) Regulations 2014* applies.

2. TERM

- (a) This Agreement begins on the Commencement Date and ends with the earlier of the Department's acceptance of the Final Report and termination under clause 10 of this Agreement.
- (b) Clauses 3(f), 4, 5.1(c), 5.1(d), 5.2, 5.5, 5.6, 6.1, 6.2, 7, 10.3, 12, 14, 15, 19, 21, 22, 23 and Schedule 3 survive this Agreement.

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3. PAYMENT OF GRANT FUNDS

- (a) The Grant Funds, the subject of this Agreement, is the sum specified in Item 1(b) of Schedule 1 to this Agreement, is exclusive of GST if applicable and the Grant Funds are payable as set out in the Grant Details and table of Progressive Payments.
- (b) The Grantor shall pay the Grant Funds in the amounts set out in Item 1(c) of Schedule 1 upon the Grantee reaching the Milestones set in that item.
- (c) The Grantee is to provide the Department with the Milestone Report and applicable Program Documentation certified by the Department's Nominated Officer within five (5) days of the dates specified in Item 1(c) of Schedule 1 as a condition of receiving the Grant Funds.
- (d) The Grantee acknowledges that after receiving the first Progressive Payment on execution of this Agreement no further Progressive Payments may be paid unless the Milestone Report and relevant Program Documentation have been received and completed to the satisfaction of the Department's Nominated Officer.
- (e) The Grantee acknowledges that failure to comply with the terms of this Agreement and the Grantee's obligations under this clause 3 will constitute an Event of Default.
- (f) The Grant Funds have been approved and allocated by the Department on the strict understanding that neither the Grantor nor the Department accept any responsibility or are under any liability for the success or otherwise of the Grantee's Program and neither the Grantor nor the Department is liable for any losses which may be incurred by the Grantee in undertaking the Grantee's Program.

4. DEPARTMENT

- (a) The Department acts for and on behalf of the Grantor and may at any time perform any of the Grantor's Obligations and exercise the Grantor's rights and powers in and under this Agreement, including taking any actions, making any requests and giving or withholding any consents or approvals which the Grantor has the right or obligation to take, make, give or withhold under this Agreement or at law.
- (b) The Grantee agrees to treat any notices or other communications (including any requests) from the Department as being from and on behalf of the Grantor.
- (c) Where the Grantee has any Obligation to remit or pay monies to the Grantor, the Grantee must make payment to the Grantor in the manner requested by the Grantor, including making payment into a bank account nominated by the Grantor if so requested, which may be a bank account held in the name of the Department.

5. USE OF GRANT FUNDS**5.1. Use of Grant Funds**

- (a) The Grantee must use the Grant Funds exclusively for the Grantee's Program.
- (b) The Grantee must commence the Grantee's Program as soon as practicable after the Commencement Date and complete the Grantee's Program by the Completion Date.
- (c) The Completion Date may be extended at the Department's sole discretion upon written application by the Grantee in accordance with clause 17.
- (d) If a grant is allocated for the purchase of a Vehicle:
 - (i) the Grantee shall ensure the Vehicle is registered in the Grantee's name;

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- (ii) the Grantee shall ensure that the Vehicle is not used for purposes other than driver instruction, supervision or assessment;
- (iii) the Grantee shall ensure that the Vehicle is used and stored in accordance with the Grant Vehicle Use Policy and shall comply with Schedule 3 in any other respect; and
- (iv) the Grantee shall at its cost:
 - (A) ensure that the Vehicle is appropriately licensed for the purposes for which it is to be used;
 - (B) maintain the Vehicle in a clean, tidy and roadworthy condition; or
 - (C) have the Vehicle serviced at the intervals recommended by its manufacturer for that Vehicle either:
 - (I) in the manufacturer's manual applicable to the Vehicle; or
 - (II) in writing by that manufacturer's distributor in Australia.
- (e) The Vehicle cannot be sold or transferred without the prior written approval of the Department of Transport, which may (in its absolute discretion) contain conditions which may include:
 - (i) a requirement that the Grantee remove any livery or other markings on the vehicle associated with the Driving Access and Equity Program; or
 - (ii) a requirement that the dual controls be removed from the Vehicle (if it is a Dual Control Vehicle);
- (f) any decision by the Grantor to impose conditions under sub-paragraph (e) may have reference to any relevant matter including whether the purchaser or transferee is:
 - (i) a participant in the Driving Access and Equity Program;
 - (ii) a person with a licence under the *Motor Vehicle Drivers Instructors Act 1963*; or
 - (iii) in the business of providing driving instruction with licensed driving instructors.

5.2. Repayment of Unexpended Grant Funds

The Grantee must repay to the Department any Grant Funds that the Department has paid which are not used in accordance with this Agreement unless the Department agrees in writing that the Grantee can retain unexpended Grant Funds.

5.3. No changes to the Grantee's Program

The Grantee must not make any changes to the Grantee's Program without the prior written consent of the Department.

5.4. Acknowledgment of the Grantor and the Department

The Grantee shall acknowledge the contribution of the Grantor, and the Department to the Grantee's Program in any communications in relation to the Grantee's Program and this Agreement including presentations, publications, signage, articles, newsletters, or other literary works relating to the Grantee's Program.

5.5. Accounts

The Grantee is to keep proper Financial Records in accordance with accepted accounting principles and practices.

5.6. Requests for information

The Grantee is to provide the Department with any documents or information relating to this Agreement or the Grantee's Program including Financial Records within ten (10) Business Days of receiving such a request from the Department's Nominated Officer.

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5.7. Special Condition of this Agreement

- (a) The Grantee agrees to comply with the special conditions, if any, specified in item 1(e) of Schedule 1 to this Agreement
- (b) The Grantee will obtain each Beneficiaries' written consent to submit information relevant to their progress to obtain a Driver's Licence to the Department. The written consent must be in the Form set out in Schedule 4.
- (c) The Grantor reserves the right to use the information supplied by the Grantee as part of the application and reporting process to identify potential services providers for future negotiations including partnerships, contracts or agreements.

5.8. General obligations of the Grantee

The Grantee shall:

- (a) at all times duly perform and observe its obligations under this Agreement and promptly inform the Department of any occurrence which might adversely affect its ability to do so in a material way;
- (b) undertake its responsibilities under this Agreement with integrity, good faith and probity in accordance with good corporate governance practices;
- (c) not, nor attempt to, transfer, assign, or otherwise dispose of or deal with any of its rights, entitlements and powers or obligations under this Agreement;
- (d) comply with all State and Commonwealth statutes, rules, regulations and by-laws;
- (e) co-operate fully with the Department in the administration of this Agreement; and
- (f) upon reasonable notice, provide the Department's Nominated Officer or one or more of the Department's Representatives with access to the Grantee's premises, Financial Records, other documents, equipment, and other property for the purpose of audit and inspection by the Department in order to verify compliance by the Grantee with this Agreement.

5.9. Obligations relating to employees under the Grantee's Program

- (a) The Grantee acknowledges that a Driver Volunteer, driving instructor and any other person employed or contracted as part of the Grantee's Program is the Grantee's volunteer, employee, agent or contractor and is not an employee, agent or contractor of the Department.
- (b) The Grantee is responsible for payment and administration of all employee, agent or contractor related costs under the Grantee's Program, including wages, superannuation, worker's compensation and income tax;
- (c) The Grantee warrants that other than a Driver Volunteer who participates in this initiative by virtue of this Agreement, its employees, agents and contractors are competent and have all the necessary skills, training and qualifications to carry out the Grantee's Program;
- (d) The Grantee shall at all times ensure that work on the Grantee's Program is carried out in a conscientious, expeditious and professional manner by all persons involved in the Grantee's Program;
- (e) The Grantee shall ensure and warrant that all persons involved in the Grantee's Program shall strictly comply with all ethical codes and standards imposed by the

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appropriate professional bodies and with all relevant statutes, regulations, ordinances and by-laws;

- (f) The Grantee shall ensure that all proposed employees and volunteers who engage with beneficiaries have a current National Police Certificate and Working With Children card;
- (g) Other than for a Driver Volunteer who participates in this initiative by virtue of this Agreement, the Grantee must ensure that the remuneration and terms of employment of all its employees, agents and contractors for the duration of the Grantee's Program will be consistent with the remuneration and terms of employment that reflect the industry standard as expressed in awards and agreements and any code of practice that may apply to a particular industry; and
- (h) The Grantee shall ensure that no employee of the Grantee who has received driver instructor training which the Department has paid for undertakes driver instruction in any other paid capacity while working for the Grantee except with the written approval from the Grantor. For the purposes of this clause, the words '*any other paid capacity*' means any form of remuneration or tangible benefit and includes instances where any payment or other benefit is to be received by a person related to or associated with the employee. For clarity, this clause applies irrespective of whether the person was an employee of the Grantee at the time the Department paid for that person's driver instructor training provided the Department paid for it under the State Government's Driving Access and Equity Program.

5.10. Publicity

The Grantee shall:

- (a) Seek prior written approval from the Department for all press releases and public announcements relating to the award of the Grant Funds and use of the Grant Funds.
- (b) Seek prior written approval from any relevant Beneficiary or Volunteer Driver for all press releases and public announcements which may refer to them or contain a photograph of them. The Beneficiary's approval is to be in writing in the Form attached hereto as Schedule 4.
- (c) Provide drafts of Program-related signage, publications, education programs and similar written or printed items to the Department for comment and approval prior to final production or publication.

5.11. Adverse Events

The Grantee must:

- (a) notify the Department of any actual, pending or threatened Claim, against one or more of the Grantee, a Related Body Corporate or a Senior Staff Member as soon as practicable after the Grantee first becomes aware of that Claim;
- (b) notify the Department immediately if the Grantee is in breach of any Law, receives an audit qualification, or breaches, fails to obtain or is under scrutiny through an inquiry or decree in respect to (as applicable) any consent, registration, approval, licence or permit or agreement, order or award binding on the Grantee or which the Grantee requires in order to carry out one or both of the Grantee's Program or its business; and

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- (c) notify the Department immediately if the Grantee becomes aware of any fraud or corruption in relation to the Grantee's Program, the Grant Funds, any interest which accrues on the Grant Funds, or this Agreement.

5.12. Warranty concerning information provided by Grantee

The Grantee warrants that all information provided by it to the Grantor or the Department under, in relation to, or preparatory to this Agreement is true, correct and complete and in no way misleading or deceptive. If information so given is or becomes untrue or incorrect in any way, the Grantee must promptly notify the Department, giving the Department all relevant details (including details of any developments as and when they occur).

5.13. No Endorsement

The Grantee agrees that nothing in this Agreement constitutes an endorsement by the Grantor or the Department of any goods or services provided by the Grantee.

6. INSURANCE

6.1. Grantee's Insurance Requirements

- (a) The Grantee must take out and maintain insurance at its cost in relation to all insurable liabilities of the Grantee under the Grantee's Program including:
 - (i) a public risk liability covering the Grantee's liability and that of its employees, agents and contractors for an amount of not less than \$20 million for any one occurrence and unlimited in the aggregate and which covers death and personal injury and property damage caused by the negligent acts or omissions of the Grantee or its employees, agents or contractors;
 - (ii) workers compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount of not less than \$50 million for any one occurrence. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers Compensation and Injury Management Act 1981*;
 - (iii) comprehensive motor vehicle insurance for each vehicle used in the course of the delivery of the Grantee's Program (including the Vehicle(s)) including:
 - (A) the full market value of the vehicle (including any additional value as a Dual Control Vehicle if it is fitted as one); and
 - (B) which covers the driving of the vehicle by:
 - (a) a Learner Driver under the driving instruction of a licensed driving instructor in the front passenger seat if it is a Dual Control Vehicle;
 - (b) a Learner Driver under the driving instruction (which includes supervision) of a Driver Volunteer in the front passenger seat if it is not a Dual Control Vehicle; and
 - (c) a licensed driving instructor, a Driver Volunteer, or an employee of the Grantee who is licensed to drive the vehicle, with or without a Learner Driver present.
 - (iv) volunteer accident insurance for Volunteer Drivers covering illness, injury or death caused by or arising out of their volunteer work under the Grantee's Program include but not limited to motor vehicle crashes.
- (b) The Grantee must ensure that all its agents and contractors or nominees have the following insurance policies in place at no cost to the Grantor before undertaking the Grantee's Program:

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- (i) public liability insurance covering the legal liability of the provider and its employees and contractors arising out of the Grantee's Program for an amount of not less than \$20 million for any one occurrence and unlimited in the aggregate; and
- (ii) workers compensation insurance in accordance with the provisions of the *Workers Compensation and Injury Management Act 1981 (WA)*, including cover for common law liability for an amount of not less than \$50 million for any one occurrence. The insurance policy must be extended to cover any claims and liability that may arise with an indemnity under section 175(2) of the *Workers Compensation and Injury Management Act 1981*.

6.2. Maintenance of Insurance

The insurances required under this clause 6 are to be maintained for a period being at least three (3) months beyond the Completion Date of the Grantee's Program.

6.3. Insurance Certificates of Currency

The Grantee must provide the Department with copies of certificates of currency for all of the insurances referred to in this clause. Within 10 Business Days from:

- (a) the Commencement Date;
- (b) the date any insurance policy is renewed or varied; and
- (c) Any other request by the Department.

6.4. Not to adversely affect the validity of any policy

The Grantee must not do anything or permit any person including its employees, agents and contractors to do anything which adversely affects the continuation, validity, extent of cover or ability to make a claim under the insurance policies referred to in this clause.

6.5. Notice to Department

(a) The Grantee must give notice to the Department immediately if:

- (i) an event occurs which may give rise to a claim under any insurance policy in relation to the Grantee's Program (including under any insurance policy held by a sub-contractor in relation to the Agreement) and must keep the Department informed of subsequent developments concerning the claim. This requirement does not apply to those occurrences that may give rise to a motor vehicle or worker's compensation claim;
- (ii) an event occurs which could adversely affect any insurance policy in relation to the Agreement (including under any insurance policy held by a sub-contractor in relation to the Agreement); or
- (iii) any insurance policy in relation to the Agreement (including under any insurance policy held by a sub-contractor in relation to the Agreement) is cancelled;

(b) The Grantee must give the Department prior notice of at least one (1) month of the cancellation, non-renewal, or a material alteration to the detriment of cover of any insurance policy effected by the Grantee in relation to the Agreement or in accordance with the *Insurance Contracts Act 1984 (Cth)*.

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7. INDEMNITY

- (a) The Grantee indemnifies the State of Western Australia and its officers, employees, agents and contractors against all costs, losses, expenses, claims, damages and other liabilities (including, without limitation, legal costs and expenses) as a result of any action, suit, claim, demand or proceeding taken or made by any third party arising from or in connection with:
- (i) any breach of an obligation under this Agreement by the Grantee or any of its employees, agents or contractors;
 - (ii) any wilful, tortious or unlawful act or omission of the Grantee or any of its employees, agents or contractors; or
 - (iii) any breach of a State or Commonwealth statute, regulation, ordinance and by-law relevant to this Agreement by the Grantee or any of its employees, agents or contractors.
- (b) The Grantor and the Department agree to use its best endeavours to co-operate with the Grantee, at the Grantee's cost, in respect of the conduct of any defence, or the agreement of any settlement, of any third party action, suit, claim, demand or proceeding the subject of the indemnity under this clause.

8. INSPECTION AND SITE MEETINGS

- (a) To ensure that the Grantee's Program objectives are being met, the Grantee shall permit the Nominated Officer or one or more of the Department's Representatives to inspect the Program Location from time to time provided that the Nominated Officer or the Department's Representative in question gives prior reasonable notice of intention to inspect.
- (b) Notwithstanding the above, the Department accepts no supervisory role in the Grantee's Program and takes no responsibility for the overall safety, compliance or any other obligations regarding the Grantee's Program.

9. NO AGENCY

This Agreement does not establish an agency, employment or partnership relationship between the Grantor or the Department and the Grantee and the Grantee shall not hold itself out as an agent, employee, partner or representative of the Grantor or the Department.

10. DEFAULT, TERMINATION AND SUSPENSION**10.1. Event of Default by the Grantee**

The Grantee acknowledges and agrees that the following occurrences are Events of Default:

- (a) the Department believes the Grantee has not complied with any of its obligations in relation to Schedule 1 or Schedule 3 of this Agreement.
- (b) the Department believes on reasonable grounds that the Grant Funds, or part of the Grant Funds, is not being used exclusively for the Grantee's Program;

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- (c) the Department believes on reasonable grounds that the Grant Funds, or part of the Grant Funds, is not being used, or has not been applied to the Grantee's Program with competence, efficiency and diligence;
- (d) the Department believes that the Grantee has used or committed, or will use or commit, all or part of the Grant Funds:
 - (i) for a purpose or purposes inconsistent with or contrary to this Agreement and the Grantee's Program;
 - (ii) imprudently or in an unreasonable fashion having regard to the purpose of this Agreement; or
 - (iii) for services for which the Grantee has paid or will pay a price which is unreasonably high;
- (e) the Grantee suffers, or is or becomes subject to, an Insolvency Event;
- (f) the Grantee is unable or unwilling to commence or continue work on the Grantee's Program;
- (g) the Grantee does not provide the Milestone Reports as set out in Item 1 (c) of Schedule 1 and in accordance with dates set out in Progressive Payments;
- (h) the Grantee breaches this Agreement and does not completely rectify the breach within ten (10) Business Days of receipt of a written notice from the Department's Nominated Officer specifying the breach and calling upon the Grantee to rectify the breach;
- (i) the Grantee breaches a provision of this Agreement, which breach cannot be completely rectified;
- (j) the Grantee breaches or is likely to breach an agreement it has with a third party which will or is likely to result in the Grantee's Program being jeopardised or adversely affected;
- (k) the Grantee enters or is likely to enter into an agreement or arrangement with a third party which will or is likely to result in the Grantee's Program being jeopardised or adversely affected, or this Agreement being breached;
- (l) the Grantee does not promptly inform the Department of any occurrence which may adversely affect the Grantee's Program in a material way or adversely affects the ability of the Grantee to deliver the Grantee's Program;
- (m) the Grantee does not act with integrity, good faith and probity in accordance with good corporate governance practices;
- (n) the Grantee attempts to transfer, assign, and otherwise dispose of or deal with any of its rights, entitlements and powers under this Agreement;
- (o) the Grantee does not comply with all State or Commonwealth statutes, regulations, ordinances and by-laws;
- (p) the Grantee does not reasonably co-operate with the Department in the administration of this Agreement; or

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- (q) the Grantee refuses upon reasonable notice to provide the Department, the Department's Nominated Officer or one or more of the Department's Representatives with access at any reasonable time and from time to time to the Grantee's premises, Program Location, Financial Records, other documents, equipment and other property for the purpose of audit and inspection by the Department in order to verify compliance by the Grantee with the Grantee's Program and this Agreement.

10.2. Event of Default occurs

- (a) If an Event of Default occurs, the Department may terminate the Agreement by giving the Grantee notice of termination.
- (b) The date of termination is the date when the Grantee receives the notice of termination or such other date set out in the notice.

10.3. Termination of Agreement

If the Grantee receives notice of termination:

- (a) the Grantee:
 - (i) may use Grant Funds already received and which are necessary to meet commitments properly incurred in the purchase of goods and/or services relating to the Grantee's Program prior to the receipt of such notice;
 - (ii) must not purchase any further goods and/or services relating to the Grantee's Program or this Agreement or make any further commitments relating to the purchase of goods and/or services relating to the Grantee's Program or this Agreement unless permitted in writing by the Department to do so;
 - (iii) must, within 30 Business Days after having received notice of termination, refund to the Department, with any interest it has earned all the Grant Funds which are unexpended and not subject to any properly incurred commitments;
 - (iv) must, if requested by the Department in writing, remit to the Department within twenty (20) Business Days from the date of the Department's request all of the Grant Funds paid to the Grantee that has been spent or committed. If the Department only requests the Grantee remit part of those monies, then the Grantee must remit that part of those monies within twenty (20) Business Days from the date of the Department's request; and
 - (v) if a grant is allocated for the purchase of a Vehicle, must if requested by the Department in writing:
 - (I) return the Vehicle to the Department, at a place nominated by the Department in writing, within ten (10) Business Days from the date of the Department's request; and
 - (II) complete any forms provided by the Department that are necessary to transfer the Vehicle to the Department or any person nominated in writing by the Department;

at the Grantee's cost and at no cost to the Grantor and the Department, except to the extent that the Department, in its absolute discretion, sets off the value of the Vehicle against any money owing by the Grantee to the Grantor under this Agreement; and
- (a) the Grantor has no further obligation to pay the Grantee any part of the Grant Funds which has not yet been paid to the Grantee.

10.4. Reduction or suspension of Grant Funds

- (a) If the Department has reasonable grounds to believe that an Event of Default has occurred or is likely to occur, the Department may reduce or suspend the payment of Grant Funds for the Grantee's Program.
- (b) The Department may, in their absolute discretion, recommence payment of the Grant Funds if and when the Grantee has rectified the Event of Default.

11. GOODS AND SERVICES TAX

- a) If the supply of anything under this Agreement is a taxable supply under the GST Act, the Grant shall be exclusive of GST:
- b) The obligation of the Grantor to pay the GST on any supply by the Grantee under this Agreement is conditional upon the prior issue by the Grantee to the Grantor of a tax invoice which complies with the GST Act. This provision applies notwithstanding any Law to the contrary.
- c) The Grantee warrants that it is registered for GST and will notify the Department as soon as practicable of any change to the Grantee's registration; and
- d) The Grantor warrants that the Department is registered for GST and will notify the Grantee as soon as practicable of any change to the Department's registration.

12. EVALUATION OR AUDIT RIGHTS

At any time until Five (5) years after the expiry or earlier termination of this agreement, the Grantor may arrange for an Evaluation or Audit to be carried out in relation to this Agreement by either the Department, an Auditor or any other person that the Grantor in its absolute discretion wishes to carry out the Evaluation or Audit. If the Grantor arranges for an Evaluation or Audit:

- (a) the Grantor must notify the Grantee that the Grantor has arranged for an Evaluation or Audit to be carried out; and
- (b) the Grantee must allow all persons appointed by the Grantor to carry out the Evaluation or Audit to:
 - (i) have full access to all documents, records and premises in the control or possession of the Grantee for the purpose of carrying out the Evaluation or Audit; and
 - (ii) make and take copies of any and all documents and records in the control or possession of the Grantee relating in any way to this Agreement.

13. FREEDOM OF INFORMATION ACT & FINANCIAL MANAGEMENT ACT 2006

- (a) The Grantee acknowledges and agrees that this Agreement and information regarding it is subject to the *Freedom of Information Act 1992* and that the Department may publicly disclose information in relation to this Agreement, including its terms and the details of the Grantee.
- (b) The Parties acknowledge and agree that, despite any provision of this Agreement to the contrary, the powers and responsibilities of the Auditor General under the *Financial Management Act 2006* are not limited or affected by this Agreement.

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- (c) The Grantee must allow the Auditor General, or an authorised representative, to have access to and examine the Financial Records and other information concerning this Agreement.

14. NOTICES AND NOMINATED OFFICERS

- (a) Each Party is to have a Nominated Officer to receive notices and other communications and is to immediately inform the other Party of any changes to the Nominated Officer or to their contact details.
- (b) The name, address, email address and other contact details of the Parties initial Nominated Officers are set out in item 2 of Schedule 1:
- (c) Each Party is to send any notice or other communication under this Agreement to the other Party's Nominated Officer by:
 - (i) hand delivery;
 - (ii) prepaid post; or
 - (iii) by email to the email address;Using that Nominated Officers address or email (as the case may be).
- (d) Subject to paragraph (e), any notice or other communication is taken to be received:
 - (i) in the case of hand delivery, on the date of delivery;
 - (ii) in the case of post, on the third Business Day after posting; and
 - (iii) in the case of email, on the date of transmission.
- (e) If received after 5.00 pm or on a day other than a Business Day, a notice or communication is taken to be received on the next Business Day.

15. WAIVER

- (a) No right under this Agreement shall be deemed to be waived except by notice in writing signed by the Party waiving such right.
- (b) A waiver by either Party will not prejudice that Party's rights in relation to any further breach of this Agreement by the other Party.
- (c) Any failure to enforce this Agreement, or any forbearance, delay or indulgence granted by one Party to the other Party will not be construed as a waiver of any rights.

16. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and supersedes all communications, negotiations, arrangements and agreements, whether oral or written, between the Parties with respect to the subject matter of this Agreement.

17. VARIATION OF THE AGREEMENT

- (a) Other than for clause 17(b), and any extension of the Completion Date in accordance with clause 5.1(c), any modification, amendment or other variation to this Agreement must be made in writing duly executed by both Parties.
- (b) The Grantor may unilaterally amend the Grant Vehicle Use Policy set out in Schedule 3. While the Grantee may, if good reason exists, apply in writing to the

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Grantor to amend the Grant Vehicle Use Policy, it will be entirely at the Grantor's discretion to do so.

- (c) The Grantor may (in its absolute discretion) offer a one-year extension of this Agreement in the form of a Letter of Extension a template for which is attached for indicative purposes in Schedule 5 and which, for clarity, will not have effect unless signed by both Parties.
- (d) Clause 17(c) does not limit the operation of clause 17(a).
- (e) If the grantee wishes to initiate a variation they must first contact the Department's Officer to discuss the proposed variation by phone or email to discuss the variation.
- (f) If the Grantee then wishes to progress the variation the Grantee must forward a written request to the Department clearly articulating the proposed variation.
- (g) The Department's Grant Variation Policy – Driving Access and Equity Program outlines the Department's framework for processing any request from the Grantee for a proposed variation. The Department will provide a copy of that policy to the Grantee if the Grantee requests one.

18. DISPUTE RESOLUTION

- (a) The Parties agree to use reasonable commercial efforts to resolve by negotiation any problem that arises between them under this Agreement. Neither Party will resort to legal proceedings, and the Department will not take steps to terminate this Agreement until the following process has been exhausted, except if it is necessary to seek an urgent interim determination or relief.
- (b) If a dispute arises, including a breach or an alleged breach of this Agreement, which is not resolved at an operational level or which is sufficiently serious that it cannot be resolved at an operational level, a Party concerned about the problem may notify the other. Management representatives of each of the Parties will then endeavour in good faith to agree upon a resolution.

19. CONFIDENTIALITY

- (a) The Grantee shall make no written or oral announcements or representations to anyone including the media regarding the amount of the Grant Funds provided by the Department without the written authorisation of the Department.
- (b) The Parties shall treat as confidential any Confidential Information and will not disclose this information to any person other than its employees, officers, agents, and contractors and its legal and financial advisers, who legitimately and reasonably require such Confidential Information in order to properly discharge the duties:
 - (i) they were employed or engaged to discharge; and
 - (ii) which they would ordinarily and reasonably be expected to discharge on account of such employment or engagement;

unless:

- (A) required to do so under or pursuant to a provision of a statute, regulation, by-law or ordinance in operation in Australia from time to time (which for clarity in the case of the Department includes disclosures to the Minister for Transport); or

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- (B) required to do so by virtue of an order or direction given to it by or on the part of the Parliament or the Department or by Court or Tribunal of the relevant jurisdiction.
- (c) The Grantee agrees that it will ensure that its employees, agents and contractors and nominees and legal and financial advisers comply with the obligations of confidentiality specified in this clause.

20. DUTIES

If applicable, the Grantee will pay any duty payable in respect of this Agreement.

21. RIGHTS, POWERS AND REMEDIES

The rights, powers and remedies in this Agreement are in addition to, and not exclusive of, the rights, powers and remedies existing at law or in equity.

22. GOVERNING LAW

This Agreement is governed by the law in force in Western Australia.

23. JURISDICTION

Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Western Australia and courts of appeal from them.

24. TRUSTS

If the Grantee is a trustee of a trust (Trust):

- (a) the Grantee enters into and is bound by this Agreement both in its personal capacity and in its capacity as trustee of the Trust; and
- (b) the Grantee represents and warrants to the Grantor that, in respect of the Trust:
 - (i) it is the sole trustee of the Trust;
 - (ii) it is a validly appointed trustee of the trust and no action is proposed to remove it as trustee of the Trust;
 - (iii) there has not been any contravention of or non-compliance with any of the terms of the trust deed constituting the Trust;
 - (iv) it has a right of indemnity out of the assets of the Trust for all liabilities incurred by it under this Agreement and the assets of the Trust are sufficient to satisfy that right; and
 - (v) this Agreement does not conflict with the operation or terms of the Trust or the trust deed;
 - (vi) it has full and valid power and authority under the Trust to enter into this Agreement and to carry out the transactions contemplated by this Agreement (including all proper authorisations and consents);
 - (vii) it enters into this Agreement and the transactions evidenced by it for the proper administration of the Trust and for the benefit of all of the beneficiaries of the Trust; and
 - (viii) it will not, without the Department's consent (not to be unreasonably withheld or delayed), resign, allow the appointment of a substitute or additional trustee, terminate the trust or vary the terms of the Trust or resettle the Trust.

EXECUTED BY THE PARTIES

Signed for and on behalf of the State of Western Australia, by the delegate of the Chief Executive Officer of the Department of Transport



Signature

Name Todd Mettam

In the presence of



Erin Harnett

Signature of Witness

Name of Witness

Executed on the ____ day of _____ 2024 by SHIRE OF LEONORA, a body corporate under section 2.5 of the *Local Government Act 1995*

Executed for and on behalf of the Shire of Leonora by

Signature

Title

Full Name

An authorised person in the presence of

Signature of Witness

Name of Witness

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SCHEDULE 1

Item 1

(a)

Grantee: Shire of Leonora
Australian Business Number: 15 961 454 076
Registered for GST? Yes
Program Location: Leonora and Leinster

- (b) **Grant Funds Amount:** up to a total amount of \$217,000 (exclusive of GST) set out as below.

Grant Details:

Item	Amount (exclusive of GST)
Vehicle costs	
Purchase of Vehicle which may include <ul style="list-style-type: none"> Up to a maximum of \$40,000 for Vehicle. 	Up to \$40,000
Other Vehicle costs <ul style="list-style-type: none"> Transfer fees; Vehicle licence fees; Delivery to Grantee; Installation of dual/duplicate controls; Vehicle insurance; and Annual maintenances costs. 	Up to \$3,000
Fuel costs capped at a maximum of \$200 week for up to 20 months.	Up to \$16,000

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Staff costs	
Staff wages for employees who complete hours in the car with beneficiaries And Staff wages for coordinating/administrating program.	Up to \$109,000
Staff travel and accommodation to service remote and regional communities.	Up to \$15,000
Other staff costs – <ul style="list-style-type: none"> • Costs associated with providing a National Police Clearance and Working with Children Card; • Staff training; and • Staff DI licencing costs. 	Up to \$500
Beneficiary Costs	
Licensing fees and document costs for beneficiaries in the Grantee's Program where no other funding or subsidy applies may include <ul style="list-style-type: none"> • Theory test; • Application fee; • Logbook purchase; • Hazard Perception Tests. • Practical Driving Assessments; • Driver's Licence fee (1 year); and • Cost of identity documents. 	Up to \$26,000 (\$1,300 per participant)

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Administration costs	
Administration costs associated with:	Up to \$7,500
<ul style="list-style-type: none"> • Purchase of equipment including computers, software, phones, office supplies, and other items required for administration of the Grantee's Program; • Accounting fees including auditing costs; • Materials (for lessons); • Advertising and marketing; and • Office overheads. 	

(c) **Progressive Payments and Progress Status Reports**

Date	Milestone	Item & Required documentation	\$ (Ex GST)
01-Nov-2024	Execution of the Funding Agreement	Signed Funding Agreement Agreed timeline and reporting schedule	Milestone 1 Payment \$75,400
20-Jan-2025	Staff appointed, project commenced Beneficiaries participating in 6 steps to get their licence	Participant Data for period 1-Nov-2024 to 31-Dec-2024 2 Stories of Change	

14-Apr-2025	Beneficiaries participating in 6 steps to get their licence Completion and submission by Grantee, and acceptance by the Department, of Milestone Report and relevant Program Documentation for specified periods	Milestone Report Participant Data for period 1-Jan-2025 to 31-Mar-2025 2 Stories of Change	Milestone 2 Payment \$35,400
14-Jul-2025	Beneficiaries participating in 6 steps to get their licence	Participant Data for period 1-Apr-2025 to 30-Jun-2025 2 Stories of Change	
13-Oct-2025	Beneficiaries participating in 6 steps to get their licence Completion and submission by Grantee, and acceptance by the Department, of Milestone Report and relevant Program Documentation for specified periods including Audited Financial Statement of full project expenditure, signed by an independent auditor, from 1-November-2024 to 30-Jun-2025	Milestone Report Audited Financial Statement Participant Data for period 1-Jul-2025 to 30-Sep-2025 2 Stories of Change	Milestone 3 Payment \$35,400
19-Jan-2026	Beneficiaries participating in 6 steps to get their licence	Participant Data for period 1-Oct-2025 to 31-Dec-2025 2 Stories of Change	

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13-Apr-2026	Beneficiaries participating in 6 steps to get their licence Completion and submission by Grantee, and acceptance by the Department, of Milestone Report and relevant Program Documentation for specified periods	Milestone Report Participant Data for period 1-Jan-2026 to 31-Mar-2026 2 Stories of Change	Milestone 4 Payment \$35,400
30-Jun-2026	Project End		
13-Jul-2026	Completion and submission of a Final Report, and relevant Program Documentation for specified periods 40 participants verified RL13s 25 driver's licences attained	Milestone Report Participant Data for period 1-Apr-2026 to 30-Jun-2026 2 Stories of Change	
31-Aug-2026	Completion and submission of Audited Financial Statement of full project expenditure, signed by an independent auditor, from 1-July-2025 to 30-Jun-2026	Audited Financial Statement	Milestone 5 (Final) Payment \$35,400

(d) Program Documentation

Includes:

- The Beneficiary Consent Form set out in Schedule 4.
- Extracts or samples of logbooks issued by the Department to record supervised driving hours.
- Details of beneficiaries participating in the Program including name, date of birth and learner's permit number.
- Audited statement of grant monies received and spent (excluding GST) broken down by the item categories in the table under part (b) to this Schedule.

Program Documentation must be provided as part of the Participant Data and/or Milestone Report via the Grants Administration Platform and/or via email at Access.Equity.Program@transport.wa.gov.au.

(e) Special Conditions: Additional Reporting Requirements

In the event of damage of any kind, whether sustained in an accident or through other means, involving the Vehicle the following reporting requirements are to be observed:

- No admission of liability is to be made.
- Exchange details with other parties (if necessary).
- Report the incident to the Department immediately.
- All reportable crashes must be reported to Western Australia Police Force, either at the nearest police station or through the online reporting facility available at www.crashreport.com.au.

(f) Completion Date: 30 June 2026

Item 2 Nominated Officer Name and Contact Details**(a) Department's Nominated Officer**

Name of Officer: Kylie Murphy
Position Title: Senior Grants Coordinator
Postal Address: GPO Box R1290, Perth WA 6844
Physical Address: 2 Tassels Places, Innaloo WA 6018
Email: Kylie.Murphy@transport.wa.gov.au

(b) Grantee's Nominated Officer:

Name of Officer: Alex Baxter
Position Title: Manager
Postal Address: PO Box 56, Leonora WA 6438
Physical Address: Lot 16 Tower Street, Leonora WA 6438
Email: Alex.Baxter@leonora.wa.gov.au

SCHEDULE 2

Details of the Grantee's Driving Access & Equity Program (Grantee's Program)

- Shire of Leonora proposes working with 40 participants to achieve 25 licences across Leonora and Leinster.
- This project will target community members from the Shire of Leonora region and will include individuals from various age groups, predominantly young adults and middle-aged individuals who need to obtain a driver's license for employment, education, and daily living purposes.
- The Shire proposed building on their current Driver Access and Equity program and to expand the program's reach into Leinster.
- This program is designed to benefit all community members who may lack the necessary resources, such as a suitable vehicle or driving supervisor, by assisting them to obtain their license.
- The program will guide participants through the entire process, from obtaining their Learner's Permit to completing their Practical Driving Assessment (PDA).
- The expected outcome is significant, providing participants with the freedom to travel, especially given the remote nature of the region.
- This proposal requests one car.

The Grantee has committed to achieving the outcomes in the below table:

Outcome generated	Number of people	Verification method
Signed up participants	40	Completed RL13
Number of participants received professional driving instruction	25	Completed participant data spreadsheets
Number of participants issued a driver's licence	25	DoT records
Number of participants able to access employment, training, or further education with the help of a driver's licence	20	Organisational recorded

Anticipated participant profile	
Level of support required	Percentage of participants
Intensive support Participants may be under 25 and need to complete 50 logbook hours, require help with proof of identification, road rules education, financial assistance with licensing fees and mentoring to complete the licensing process.	60%
Medium support Participants might already have proof of identification but need assistance more than 15 hours of driving instruction/supervision, but they don't require intensive mentoring or case management.	30%
Low support Participants have already completed some aspects of the licensing process and may only require a few driving lessons and access to a vehicle to pass their PDA or upgrade to a manual licence.	10%

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SCHEDULE 3**Grant Vehicle Use Policy****1 Use of Vehicle**

The Grantee agrees that the use of the Vehicle and costs associated with fuel must comply with the terms of this Agreement. The Department will monitor the use of the Vehicle and fuel costs. The Grantee acknowledges that any failure to comply with the terms of this Agreement and the Grantee's obligations under this Schedule 3 will constitute an Event of Default.

2. No Private Use

The Grantee agrees the Vehicle (and accompanying fuel costs) must be used for the Grantee's Program only. No private or personal use of the Vehicle, including fuel, is permitted and if fuel is used for personal use, the amount used must be reported and reimbursed to the Department immediately.

3. Garaging of Vehicle

The Grantee agrees the Vehicle must at all times be garaged or stored in a safe, secure location when not being used for the Grantee's Program.

4. Driving of Vehicle

The Grantee agrees the Vehicle will at all times be driven in a safe and appropriate manner within the speed limit and obeying all road rules and laws.

5. Notification of Incidents

The Grantee agrees any incidents involving the Vehicle including any damage to or caused by the Vehicle, must be reported in accordance with Special Conditions: Additional Reporting Requirements as set out in Item 1(e) of Schedule 1 of this Agreement and to the Department as soon as practicable after the incident.

6. Traffic Infringements

The Grantee agrees any traffic infringements incurred through use of the Vehicle for the Grantee's Program are the responsibility of the driver of the Vehicle and the Department accepts no responsibility for any traffic infringements incurred through use of the Vehicle.

7. Sale of Vehicle

The Vehicle cannot be sold or transferred without prior written approval of the Department of Transport. Refer to clauses 5.1(e) and (f) about possible conditions.

8. Modification of Vehicle


The Grantee agrees the Vehicle will not be altered, modified or have accessories installed within it without the prior approval of the Department.

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SCHEDULE 4

Permission form (see clauses 5.7(b) and 5.10 (b))

 Government of Western Australia Department of Transport		RL13 Participant Consent																		
<p>When blank, this form is classed as OFFICIAL, when completed, this form is classed as OFFICIAL SENSITIVE Complete and submit this form via your Objective Connect folder to allow Department of Transport to access the participant's licensing record.</p>																				
MY PERSONAL DETAILS		CONSENT INFORMATION																		
<p>YOU MUST BE AN AUSTRALIAN CITIZEN OR PERMANENT RESIDENT TO PARTICIPATE IN THIS PROGRAM</p> <p><input type="checkbox"/> I am an Australian Citizen <input type="checkbox"/> I have Australian Permanent Residency</p> <p>FAMILY NAME <input type="text"/></p> <p>FIRST NAME/S <input type="text"/></p> <p>ADDRESS WHERE I LIVE <input type="text"/></p> <p>SUBURB/TOWN <input type="text"/></p> <p>STATE <input type="text" value="WA"/> POST CODE <input type="text"/></p> <p>DATE OF BIRTH <input type="text"/> / <input type="text"/> / <input type="text"/></p> <p>PHONE NUMBER <input type="text"/></p> <p>EMAIL ADDRESS <input type="text"/></p> <p>LEARNER'S PERMIT NUMBER <input type="text"/></p> <p>DO YOU IDENTIFY AS ABORIGINAL OR TORRES STRAIT ISLANDER?</p> <p><input type="checkbox"/> Yes, Aboriginal <input type="checkbox"/> Yes, Torres Strait Islander <input type="checkbox"/> Both Aboriginal and Torres Strait Islander <input type="checkbox"/> No <input type="checkbox"/> Prefer not to say</p> <p>EMPLOYMENT STATUS</p> <p><input type="checkbox"/> Full-time employed <input type="checkbox"/> Seeking employment <input type="checkbox"/> Part-time employed <input type="checkbox"/> Unemployed <input type="checkbox"/> Student <input type="checkbox"/> Unable to work <input type="checkbox"/> Home/caring duties <input type="checkbox"/> Prefer not to say</p>		<p>PLEASE LEAVE THE BOX BLANK IF YOU DO NOT AGREE/CONSENT</p> <p>I agree/give my consent that: The Department of Transport might share my first name, photo and the name of the region or town where I live when they tell people about the Driving Access and Equity Program. This might be in reports, on Facebook or Instagram. They might also share the story of why I joined the program and how it helped me.</p> <p>I agree: <input type="checkbox"/></p>																		
REASON FOR SUPPORT/REFERRAL		SIGNATURE																		
<p>PLEASE TICK ALL THAT APPLY</p> <table border="1"> <tbody> <tr><td>No proof of identity documents</td><td><input type="checkbox"/></td></tr> <tr><td>No access to a car</td><td><input type="checkbox"/></td></tr> <tr><td>No access to suitable supervisor/driving instructor</td><td><input type="checkbox"/></td></tr> <tr><td>Language and/or literacy barriers</td><td><input type="checkbox"/></td></tr> <tr><td>Financial support</td><td><input type="checkbox"/></td></tr> <tr><td>Remote community resident</td><td><input type="checkbox"/></td></tr> <tr><td>Referral from other agency</td><td><input type="checkbox"/></td></tr> <tr><td>Social, emotional and/or cultural barriers</td><td><input type="checkbox"/></td></tr> <tr><td>Other*</td><td><input type="checkbox"/></td></tr> </tbody> </table> <p>*IF OTHER, DETAIL BELOW <input type="text"/></p>		No proof of identity documents	<input type="checkbox"/>	No access to a car	<input type="checkbox"/>	No access to suitable supervisor/driving instructor	<input type="checkbox"/>	Language and/or literacy barriers	<input type="checkbox"/>	Financial support	<input type="checkbox"/>	Remote community resident	<input type="checkbox"/>	Referral from other agency	<input type="checkbox"/>	Social, emotional and/or cultural barriers	<input type="checkbox"/>	Other*	<input type="checkbox"/>	<p>I understand that by signing I agree:</p> <ul style="list-style-type: none"> My personal information will be shared with the Department of Transport so I can be part of the Driving Access and Equity Program. This information will be kept safe and will only be used for the purposes of the program and its reporting in line with Department of Transport record keeping policies and processes. The Department of Transport will check my information on their database. The Department of Transport, or the grant organisation, might ask me for feedback about my time in the program. <p>MY SIGNATURE <input type="text"/></p> <p>DATE SIGNED <input type="text"/> / <input type="text"/> / <input type="text"/></p>
No proof of identity documents	<input type="checkbox"/>																			
No access to a car	<input type="checkbox"/>																			
No access to suitable supervisor/driving instructor	<input type="checkbox"/>																			
Language and/or literacy barriers	<input type="checkbox"/>																			
Financial support	<input type="checkbox"/>																			
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Referral from other agency	<input type="checkbox"/>																			
Social, emotional and/or cultural barriers	<input type="checkbox"/>																			
Other*	<input type="checkbox"/>																			
		ORGANISATION - OFFICE USE ONLY																		
		<p>REFERRING AGENCY - IF APPLICABLE <input type="text"/></p> <p>GRANT ORGANISATION NAME <input type="text"/></p> <p>STAFF MEMBER NAME <input type="text"/></p> <p>ROLE AT ORGANISATION <input type="text"/></p> <p>Declaration: Today I explained to the participant what signing this consent form means. They understand, are comfortable to participate, and give informed consent. The participant's questions have been answered to their satisfaction.</p> <p>SIGNATURE <input type="text"/></p> <p>DATE SIGNED <input type="text"/> / <input type="text"/> / <input type="text"/></p>																		

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SCHEDULE 5

Indicative Template Wording for Letter of Extension (See clause 17)

Note: Grey text is used instead of black in Schedule 5 to distinguish it from the operative parts of the Agreement.



Government of **Western Australia**
Department of **Transport**

Our ref: DAE0000###

Enquiries: Senior Grants Coordinator Kylie Murphy

Telephone: (08) 6551 6316

[Grantee name & CEO name
with Grantee's Postal address]

Attention: [Name]
Email: [email address]

Dear [Name]

Letter of Extension – Grant Agreement DAE0000### Name of Grantee

[Name of Grantee] ("Grantee") entered into an agreement with the Department of Transport (DoT) on [insert date] (the 'Agreement'), in relation to a grant under the Driving Access and Equity Pilot Program. Under the Agreement the Department awarded the Grantee \$###,### (exclusive of GST) in funding for the [Name of Grantee's Project].

In response to your recent request for a variation, DoT would like to offer the Grantee additional funding of \$###,### (exclusive of GST) to continue to deliver services as outlined in this letter from [## Month YYYY - being the day of the original Completion Date].

DoT proposes that the parties confirm a variation to the Agreement under Clause 17 of that Agreement to give effect to this extension and additional funding. Clause 17 requires that any extension or other variation of the Agreement must be made and confirmed in writing.

As of [## Month YYYY] the Grantee has expended \$###,###.## on [Name of Grantee's Project] and the Department had paid \$###,### (exclusive of GST) in milestone payments to the Grantee.

The Attachment to this letter shows the proposed amendments to the Agreement underlined in red. DoT confirms that other than the amendments listed in the Schedule, all other provisions of the Agreement remain in full force and effect.

Confirmation of agreement to this variation by the Grantee (CEO/Authorised delegate) is required in writing.

To accept these amendments to the Agreement, please sign this page of both copies of this letter and return one copy to the address below by [## Month YYYY], or this offer will lapse:

Kylie Murphy
Department of Transport
GPO Box R1290
PERTH WA 6844

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Schedule 5 - Indicative Template Wording for Letter of Extension (See clause 17)

Please also email a scanned colour copy of the completed acknowledgement form to:

access.equity.program@transport.wa.gov.au

Please retain the other signed copy for your reference and records.

If you have any questions regarding this variation, please contact Senior Grants Coordinator Kylie Murphy on (08) 6551 6316 or by email to access.equity.program@transport.wa.gov.au

Yours sincerely

Todd Mettam
Executive Director Regional Services
Approved delegate of the Director General
Department of Transport
for and on behalf of the Crown in the right of
the State of Western Australia

Date ____/____/____

Grant Organisation: [Name of Grantee]

Agrees to the amendments to the Agreement DAE0000#### set out in this letter by signing below:

Signature: _____
Signature of Grantee CEO/Authorised delegate

Name (print): _____

Title: _____

Date: ____ day of _____ / ____

Witness signature: _____

Name (print): _____

Title: _____

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Schedule 5 - Indicative Template Wording for Letter of Extension (See clause 17)
--

Attachment to Letter of Extension - Proposed amendments to the AgreementAmendments in RedSchedule 1

Item 1

(a) ...

- (b) **Grant Funds Amount:** up to a total amount of ~~[Strike through Original Grant Funds Amount]~~ **[Insert new total in \$]** (exclusive of GST) set out as below.

Grant Details:

- (i) **Original period of [Commencement date March 2022] to [original Completion Date]** up to a total amount of **[Original Grant Funds Amount]** (exclusive of GST) set out as below:

Item	Amount (exclusive of GST)
[Insert details from Original Agreement]	

For the avoidance of doubt, no expenditure by the Grantee after **[## Month Year]** can be claimed against the **[original Completion Date]** referred to above even if not all of that amount is claimed for expenditure before that day.

- (ii) **Extended period of [original Completion Date] to [new Completion Date]** up to a total amount of **\$###,###** (exclusive of GST) for that period set out as below:

<u>Item</u>	<u>Amount</u> (exclusive of GST)

(c) Progressive Payments and Progress Status

- (i) **Original period of [Commencement Date] to [original Completion Date]**

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Schedule 5 - Indicative Template Wording for Letter of Extension (See clause 17)

Date	Milestone	Item & Required documentation	\$ (Ex GST)
	[Insert details from Original Agreement]		

(ii) **Added period of [original Completion Date] to [new Completion Date]**

<u>Date</u>	<u>Milestone</u>	<u>Item & Required documentation</u>	<u>\$ (Ex GST)</u>

Program Documentation must be provided as part of the Participant Data Report via Objective Connect and/or Milestone Report via the Grants Administration Platform.

There are no proposed amendments to paragraphs (d) and (e) of Item 1 of Schedule 1.

(f) **Completion Date: [old Completion Date new Completion Date]**

There are no further proposed amendments to the rest of Schedule 1.

Schedule 2

Details of the Grantee's Driving Access & Equity Program (Grantee's Program)

(i) **Grantee's Program from [Commencement Date] to [original Completion Date]**

[Insert details of Grantee's Program from Original Agreement]

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Schedule 5 - Indicative Template Wording for Letter of Extension (See clause 17)

The details of the Grantee's Program for this period have been retained for reference following the variation of the Agreement to extend it beyond **[original Completion Date]**.

(ii) Grantee's Program from [Original Completion Date] to [New Completion Date]

For clarity, the numbers in the text and tables below do not include participants that achieved their driver's licences prior to 29 May 2023.

The Grantee has committed to achieving the outcomes in the below table:

Anticipated project outcomes			
Outcome generated	Number of people	Target group	Verification method
Signed up participants		Adults and youth	Completed RL13
Number of participants received professional driving instruction		Adults and youth	Completed participant data spreadsheets
Number of participants issued a driver's licence		Adults and youth	DoT records
Number of participants able to access employment, training, or further education with the help of a driver's licence		Adults and youth	Organisational recorded

Anticipated participant profile	
Level of support required	Percentage of participants
Intensive support Participants may be under 25 and need to complete 50 logbook hours, require help with proof of identification, road rules education, financial assistance with licensing fees and mentoring to complete the licensing process.	%
Medium support Participants might already have proof of identification but need assistance more than 15 hours of driving instruction/supervision, but they don't require intensive mentoring or case management.	%
Low support Participants have already completed some aspects of the licensing process and may only require a few driving lessons and access to a vehicle to pass their PDA or upgrade to a manual licence.	%



Government of Western Australia
Department of Transport



DRIVING
ACCESS & EQUITY PROGRAM

Grant Guidelines



Contents

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About the Driving Access and Equity grant program

The Driving Access and Equity Program aims to support people who face geographic, social and financial barriers to obtain their driver's licence and become safe, licensed, employable drivers. The program is managed by the Department of Transport (DoT).

Program grants covering up to 100% of total costs are available to support projects and programs that address these barriers and support people in regional and remote areas through the licensing process. All grant-funded activities must be completed within 16-20 months from when the grant agreement is signed. For new projects, a period of 16 months is assigned to project delivery, and four months is dedicated to project establishment.

The Driving Access and Equity grant program will assist people, who have limited access to a vehicle, supervisor, driving-instructor, or funds to obtain a driver's licence due to their income, employment status, social situation or geographic location.

This program will help people become safe and employable drivers by supporting disadvantaged people to enter, participate in the licensing process and exit with a driver's licence. The program will generate localised solutions for localised barriers to obtaining a driver's licence.

Program objectives

The projects being proposed should achieve one or more of the following 4 objectives:

- Objective 1: Provide access to appropriately licensed vehicles to allow learner drivers to complete supervised driving hours, receive professional instruction or attempt a practical driving assessment.
- Objective 2: Provide access to suitably licensed driving supervisors and instructors.
- Objective 3: Deliver program/s that help overcome local issues and costs that prevent people from obtaining their driver's licence.
- Objective 4: Provide improved access to driver licensing services.

Program outcomes

The following outcomes will be used as measures to evaluate how effective the grant activities are in achieving the program objectives. Project proposals do not have to deliver on all program objectives or outcomes however, proposals that assist beneficiaries to complete all six steps to get their licence will be viewed favourably.



Figure 1: The six steps to getting your licence

Primary outcomes

Number of people (beneficiaries) who:

- Are assisted to sit their learner's theory test
- Are assisted with proof of identity requirements
- Are issued a learner's permit
- Complete the required log book hours
- Pass the hazard perception test
- Receive professional driver instruction and/or driving supervision
- Are issued a driver's licence.

Secondary outcome

Number of people (beneficiaries) who:

- obtain employment, education, or training opportunities because of driver's licence attainment.

Project eligibility

Who is eligible?

To be eligible for a program funding grant, applicants must:

- Be a legal entity capable of entering into a legally binding and enforceable financial assistance agreement (Grant Funding Agreement) with the Western Australian State Government. The generic Grant Funding Agreement can be found on the Department of Transport website.
- Have an Australian Business Number (ABN). If your organisation has an ABN and is registered for GST, the grant will be 'grossed up' by 10% of the grant amount.
- Be incorporated under the Associations Incorporation Act 2015, or an Indigenous organisation under the Corporations (Aboriginal and Torres Strait Islander) Act 2006 (CATSI), or a local government or a company limited by guarantee or an Educational Institution.
- Have an account with an authorised deposit-taking institution (an Australian financial institution or bank) registered with the Australian Prudential Regulation Authority.
- Maintain proper financial records and record keeping practices in accordance with generally accepted accounting principles and practices, including retention of invoices, receipts, bank statements, and reconciliations of bank balance, receipts, and expenditure.
- Maintain appropriate and sufficient insurance cover for the duration of the project. A certificate of currency of insurance/s for the coming year should be provided upon application, noting:
 - for Public Liability Insurance, a minimum value of \$20 million per claim or occurrence giving rise to a claim is required; and
 - workers compensation insurance in accordance with the provisions of the Workers Compensation and Injury Management Act 1981, including cover for common law liability for an amount of not less than \$50 million for any one occurrence is required.
- Ensure all proposed employees and volunteers who will engage with beneficiaries have a current National Police Certificate and Working with Children Card.
- Ensure all proposed volunteers for supervising driving meet the requirements to be a supervising driver. For more information on the requirements, refer to the [Teach someone to drive page](#).

The following organisations are eligible to apply:

- local government authorities
- community organisations
- educational institutions
- not for profit organisations
- corporations, including Aboriginal controlled organisations
- businesses or organisations that provide access to driving supervision or instruction.

Note: If your organisation does not fit within one of the categories listed above, please contact the program team to discuss options.

How can the grant funding be used?

The provision of grants is to be used for projects and initiatives that achieve the program's stated objective and can include:

- Support beneficiaries to prepare for Department of Transport licensing tests, including assistance with providing proof of identity documentation.
- Providing beneficiaries access to theory testing services.
- Providing beneficiaries access to a vehicle for supervision, instruction, and/or a practical driving assessment.
- Providing driving instruction, or employing a driving instructor/s, where no such service, or access to such a service exists, is limited or is not culturally appropriate.
- Providing beneficiaries access to volunteer supervisors, providing the volunteer supervisor is exempt from the requirements of Section 5(1) of the Motor Vehicle Drivers Instructors Act 1963.
- Assisting beneficiaries with the costs associated with obtaining a driver's licence where no other funding or subsidy is available.
- Other projects that provide local solutions to local barriers that stop people completing the driver licensing process. This could include, but is not limited to, culturally appropriate service provision and the production of culturally appropriate learning materials.

Beneficiaries must be Australian citizens or permanent residents of Australia. In addition, beneficiaries must be:

- Either unemployed, or employed but entitled to Centrelink payments
- Live in locations where they can't access appropriate driving instruction; or
- Can demonstrate lack of access to appropriate vehicle, supervisor or driving instructors.

Grant applicants can further define the beneficiaries their project is designed to assist.

Eligible items

The following items are available for funding.

- Costs associated with providing a beneficiary access to a vehicle that will be used for driver supervision, instruction, and/or a practical driving assessment, including:
 - Purchase costs for a vehicle. This will be capped at \$40,000 per vehicle. The grant assessment committee will consider a higher vehicle value if a strong justification is provided for the need of a particular vehicle. Second-hand vehicles may be purchased, but all vehicles must be 5-star ANCAP safety rated and suitable for the region and driving environment. If the vehicle is unrated by ANCAP the Euro NCAP rating will be considered.
 - Transfer fees, vehicle licensing fees, comprehensive motor vehicle insurance, installation of dual/duplicate controls and maintenance costs to be capped at \$10,000 per vehicle for 20 months.
 - Lease costs
 - Fuel costs capped at \$200 per week to a total of \$16,000 per vehicle for 20 months.
- Costs associated with assisting a beneficiary through the licensing process, where no other funding or subsidy applies, will be capped at \$1,300 per person and may include payment for the following (see current fee schedule):

- cost of proof of identity documentation
- theory testing
- application fees
- hazard perception testing
- practical driving assessments
- one-year driver's licence fees
- cost of driving lessons with external provider
- other costs as approved
- Costs associated with project administration capped at \$45,000 including:
 - office equipment including computers, software, internet, printers/scanners, and telephones
 - project materials
 - project financial auditing fees
- Costs associated with case management, mentoring, driving instruction and supervision may include:
 - Personnel costs, including salary for employees who complete hours in the car with beneficiaries capped at \$95,000 per person.
 - Personnel costs, including salary or percentage of salary, for employees who coordinate and administer the program.
 - Staff travel and accommodation to service remote and regional communities.
 - Nominal costs associated with providing a beneficiary access to local volunteer supervisors.
 - Costs associated with obtaining a National Police Clearance and Working with Children Check for staff
 - Staff training and licencing costs.
 - Production of driver training program designed to meet the needs of a specific cohort (people with disabilities, Culturally and Linguistically Diverse (CALD) groups, low literacy, young mothers etc.).

Note:

- Vehicles must be purchased by the Grantee.
- For all vehicles used in program delivery comprehensive vehicle insurance is required.
- Applicants should demonstrate in their application how these costs will support the project's delivery and how ongoing costs will be managed at the conclusion of grant funding.
- The program will fund the costs associated with becoming a driving instructor, these costs should not be included in a project proposal.

Ineligible items

The following items are not eligible for funding and will be automatically deducted from the grant offer if they are included in the application:

- Replacement of existing assets, where that asset provides services for any other agency or organisation.
- Existing or ongoing organisational costs where these costs do not contribute to the expansion to new regions or beneficiaries of a demonstrated successful project.
- Third party insurance, public liability, and workers compensation insurance.
- Projects undertaken outside of the specified targeted regional area.
- Office building fit-out, costs or maintenance.
- Payment of beneficiaries' fines or infringements.

Applications process

Before completing the electronic submission, applicants are encouraged to:

- read the Driving Access and Equity Grant Guidelines;
- read the Grant Funding Agreement;
- read the Frequently Asked Questions; and
- contact the Driving Access and Equity Team via Access.Equity.Program@transport.wa.gov.au to discuss project proposals prior to submitting an application.

Late or incomplete applications will not be accepted. It is the applicant's responsibility to ensure the application is completed with appropriate supporting documents attached.

Approval of the grant does not guarantee the Department of Transport will approve milestone payments.

The Department of Transport may contact the applicant to clarify some points or obtain additional information during the assessment period.

Assessment of applications

The Department of Transport, in consultation with the Driving Access and Equity Program Grants Committee, will evaluate applications and make recommendations for approval to the Minister for Transport.

The Department reserve the right to use the assessment process to identify potential service providers for future negotiations including partnerships, contracts, or agreements.

Applications will be assessed on the following selection criteria to calculate a total score out of 100:

Applications will be assessed on the following selection criteria:

Mandatory

- Demonstrated understanding of the local issues and barriers hindering people from gaining their driver's licence (15).
- Strong project proposal outlining how an identified target group will be assisted to overcome a local barrier to gain their driver's licence (15).
- Project proposal that demonstrates ability to achieve one or more of the program's objectives (15).
- Demonstrated organisational capacity to deliver a new or expanded service that represents value for money (15).

Desirable

- Preference will be given to collaborative projects that work with project partners to deliver outcomes (10).
- Preference will be given to projects where consultation was undertaken with the stakeholders and/or the community to inform the project (10).
- Preference will be given to proposals from organisations that will assist beneficiaries to complete all the steps to get their licence (10).
- Preference will be given to projects that demonstrate value for money (10).

Successful applicants

Successful applicants must complete the following administrative processes and demonstrate that the project/s have been completed to a satisfactory standard:

1. Acceptance of grant offer:

Successful applicants will be required to enter into a Grant Agreement Contract with the Department of Transport. This agreement contract will detail the obligations of both parties, including but not limited to funding and payment details, reporting requirements, communication protocols, agreed outcomes and acquittal conditions.

- To be finalised within two weeks of being advised of grant offer

2. Evaluation and reporting:

The Department of Transport will routinely communicate with grant recipients to monitor the progress of the work. It is a requirement that grant recipients complete progress reports when requested by the Department. Recipients will be required to provide details of the beneficiaries involved in the grant projects and their progress towards gaining a driver's licence, supported by agreed documentation.

- During the project

3. Grant payments:

The grant payments will be made via milestone payments in accordance with the terms and conditions of the Grant Agreement Contract.

- On provision of milestone reports as outlined in Grant Agreement Contract

4. Projects acquittal:

An acquittal form will be provided by the Department to be submitted on completion of the project. A financial statement certified by an authorised signatory and with copies of invoices must be submitted with the final report or as per the terms of the Contract.

- 16 months after project commencement

Conditions of funding agreements

Public acknowledgement

Applicants are required to seek the Department of Transport's permission prior to making any media announcement regarding their grant. Media statements regarding the grant must mention the Driving Access and Equity Program's contribution to the project.

GST

All prices/costs presented in the application form and funding submission must be exclusive of GST.

Available funding

Grants will be provided for a period of up to 20 months following execution of the Grant Funding Agreement, with the potential for a 12 month extension dependant on available funds and project performance. Grants will not provide for ongoing costs associated with a program that receives a grant.

Contact

Mail

Regional Services
Department of Transport
GPO Box R1290
Perth WA 6844

Phone:

0499 559 691

Email:

Access.Equity.Program@transport.wa.gov.au

Website:

www.transport.wa.gov.au

Last Updated: 16.10.2024

10.0 REPORTS

10.5 ENVIRONMENTAL HEALTH OFFICER REPORTS

Nil

10.0 REPORTS

10.6 ELECTED MEMBERS REPORTS

Nil

11.0 MOTIONS OF WHICH PREVIOUS NOTICE HAS BEEN GIVEN

Nil

12.0 QUESTIONS FROM MEMBERS WITHOUT NOTICE

Nil

13.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING

13.1 ELECTED MEMBERS

Nil

13.0 NEW BUSINESS OF AN URGENT NATURE INTRODUCED BY DECISION OF THE MEETING**13.2 OFFICERS****13.2.(A) COMMUNITY GRANTS ROUND 2024**

SUBMISSION TO:	Ordinary Council Meeting Meeting Date: 13th December 2024
AGENDA REFERENCE:	13.2.(A) DEC 24
SUBJECT:	Community Grants Round 2024
LOCATION/ADDRESS:	Leonora
NAME OF APPLICANT:	N/A
FILE REFERENCE:	Grants Leonora/Leinster 11.16
AUTHOR, DISCLOSURE OF ANY INTEREST AND DATE OF REPORT	
NAME:	Marie Pointon
OFFICER:	Community Development Coordinator
INTEREST DISCLOSURE:	Nil
DATE:	11th December 2024
SUPPORTING DOCUMENTS:	1. Community Grants Round 2024 - Application Summary ↓

BACKGROUND

Since the 1st July, 2006 the Shire of Leonora has made an annual financial contribution of \$80,000.00 directly to community and sporting organisations at both Leinster and Leonora, with \$40,000 allocated to each town.

Through to 30th June, 2024 this program provided funding to 23 organisations and community groups from Leinster, and 48 organisations and community groups from Leonora.

On 18th June, 2024 Council endorsed the revised Community Grants Scheme, which amended the structure of the Community Grants Round to a single pool of funding for both towns with a total value of \$60,000.

The following flyer was therefore distributed within both the Leonora and Leinster Communities during November/December 2024.

GRANT:	Community Grants Round
PROVIDER:	Shire of Leonora
CLOSES:	29 th November 2024
FUNDING POOL:	\$60,000.00
FUNDING ALLOCATION:	Minimum \$500.00 – Maximum \$10,000
PURPOSE:	To provide the additional resources often needed by community groups to develop their own projects and find their own ways of getting people to work together for the common goal of promoting and benefiting the whole community.

ACTIVITIES SUPPORTED:

- Development Projects
 - Talent identification and development
 - Developing sport and recreation within the community
 - Creating school-community links
 - Skill development clinics
 - Coaches/officials course
- Participation Projects
 - Outdoor and indoor recreation
 - Community participation
 - Annual events at local level
 - Introduction of new competitions
- Community Service Groups

WHO CAN APPLY:

The organisation or group must be based in, or provide direct benefit to, the Shire of Leonora community, by providing support, services, events and/or activities.

To be eligible for funding, organisations must be:

- Not for profit
- Incorporated
- Community Based

Community organisations which are not incorporated should approach an incorporated, community-based organisation to auspice the project.

When applications for funding closed on the 29th November, 2024 the following community groups and sporting organisations had expressed an interest in the available funding:

Applicant	Amount
Waalitj Foundation Limited	\$ 9,020.00
Leinster Sport Recreation Association	\$ 10,000.00
Isolated Children Parents Association Goldfields-Eyre Branch	\$ 1,500.00
St Johns Leonora	\$ 10,000.00
Leinster Playgroup	\$ 1,200.00
Leinster Community School P&C Association	\$ 9,514.00
TOTAL	\$ 41,234.00

While the number of applications is lower than in previous years, this was expected due to the provision of annual funding for identified events and programs under the Community Grants Scheme (Annual Events and Annual Programs), who would previously have applied for the Community Grants Round.

The application by the Isolated Children Parents Association Goldfields-Eyre Branch equates to sponsorship for their conference, which is not a purpose of the Community Grants Round. Additionally, the applicant is not based in the Shire of Leonora, nor would provision of funds for this purpose provide direct benefit to the community. It is therefore appropriate to refuse the application.

All other applications meet the above-mentioned criteria and have provided sufficient documentation to support the amounts requested.

Given the purpose of the Community Grants Round, it would be suitable for the balance of funds therefrom to be re-allocated to the CEO Support Grants, as this would provide local organisations and events with additional funding avenues for the remainder of the financial year.

STATUTORY ENVIRONMENT

Section 3.1 of the *Local Government Act 1995* states that “the general function of a Local Government is to provide for the good government of persons in its district”.

POLICY IMPLICATIONS

There are no policy implications resulting from the recommendation of this report

FINANCIAL IMPLICATIONS

An amount of \$60,000.00 is contained within the current budget for expenditure as detailed

STRATEGIC IMPLICATIONS

To provide the additional resources often needed by community groups and sporting organisations to develop their own projects and to find ways of getting people to work together for the common goal of promoting and benefitting the whole community.

RECOMMENDATIONS

That Council:

1. Approve the allocation of funding to the following sporting groups/organisations:

Applicant	Amount
Waalitj Foundation Limited	\$ 9,020.00
Leinster Sport Recreation Association	\$ 10,000.00
St Johns Leonora	\$ 10,000.00
Leinster Playgroup	\$ 1,200.00
Leinster Community School P&C Association	\$ 9,514.00
TOTAL	\$ 39,734.00

2. Refuse the allocation of funding to the following sporting groups/organisations:

Applicant	Amount
Isolated Children Parents Association Goldfields-Eyre Branch	\$ 1,500.00
TOTAL	\$ 1,500.00

3. Approve the re-allocation of remaining Community Grants Round funds to the CEO Support Grants, in the amount of \$20,266.00

VOTING REQUIREMENT

Absolute Majority

SIGNATURE

Chief Executive Officer

Organisation/Group name	Contact person	Is your Org/Group not for profit?	Where is your Org/Group based? Org/Group location	Is your Org/Group incorporated?	Auspice details	How much funding are you seeking?
Waalitj Foundation Limited	Nicole Baroni	Yes	Leonora	Yes		\$ 9,020.00
Leinster Sport Recreation Association	Jessica remaj	Yes	Leinster	Yes		\$ 10,000.00
Isolated Children Parents Association Goldfields-Eyre Branch	Madeline Wildy	Yes	Other	Goldfields-Eyre	Yes	\$ 1,500.00
St Johns Leonora	Lupe Tavake	Yes	Leonora	Yes		\$ 10,000.00
Leinster Playgroup	Chloe Craig	Yes	Leinster	No	Shire of Leonora	\$ 1,200.00
Leinster Community School P&C Association	Teleah McGrath	Yes	Leinster	Yes		\$ 9,514.00

What is the funding being sought for?

Waalitj Foundation engaged Champion Ways in 2024 to deliver sessions to the Leonora and Laverton communities as part of CDP's Trialling Pathways to Real Jobs Initiative. Our local teams in Leonora and Laverton have used these sessions to connect with youth, create networks, and support pathways to future employment. Champion Ways, developed by two-time Boxing World Champion, Lulu Hawton, and holistic therapist and mindset coach, Michelle Barron, is a wellbeing program designed to support youth. The sessions integrate boxing, physical training and movement with mindset coaching workshops and mindfulness practices as a vehicle to engage and build stronger relationships. The holistic nature of the program creates a nurturing and secure environment for young people to work through complex emotions like anger, grief, anxiety, and depression. It equips them with the discipline and self-regulation skills necessary for boosting their confidence and self-awareness. Waalitj Foundation has found the sessions delivered in 2024 have had a positive impact on participants. We would like to continue these sessions in 2025 and seek the support from a partner with local interests to allow us to continue engaging children and young people 9 years and up, with an additional focus on empowering local women. Through these sessions we aim to improve the confidence of participants, encourage leadership, build resilience and encourage positive behaviours that ultimately lead to better engagement in school and employment opportunities. The cost of one session is \$8,200 + GST. We propose to conduct this in Leonora in early February and have requests for support for further sessions out with another mining company at present. Genesis Minerals have agreed to support the delivery of this program through the provision of flights, accommodation and meals for the Champion Ways team.

Yes

Grant funds are to assist in keeping our conference costs to a level that promotes State-wide attendance by parent members.

Installation of CCTV, upgrades for sub-centre (kitchen, appliances, locker, furniture)

We would like to install a misting system to our outdoor area (145m²) so that it can be utilised during the summer months. Currently we have ceiling fans & would like to add misters below to cool the space down (space is undercover with tin). The committee feels by installing the misting system it will significantly reduce the temperature undercover & allow us to continue with activities at the playgroup over the summer months. There is no other social/physical/developmental activities provided for children in Leinsters between the years of 0-5.

Purchase of Gazebos – The P&C association would like to purchase four gazebos for the school. The school previously has a set of gazebos however they have fallen into disrepair due to age and weather. The gazebos are used to create a sun safe environment for events such as athletic carnivals. Two gazebos will be used for the each of the factions, one will be used for teachers/scorers and the other for a BBQ/food area. Thank you for your consideration of our application. Please let me know if you would like further information.

Have you previously received a Community Grant?	Community Grant details	When will the project/program commence?	When will the project/program be completed?	Is there anything else we need to know?
No		04/02/25	06/02/25	Please note this session will be coordinated as early as possible in 2025, as soon as funds secured, if proposal is successful. Exact delivery date to be confirmed with Champion Ways. Waalitj Foundation has an office in Leonora, head office being in Perth.
Yes	Previous grant for Insurnace and sporting equipment from the Leonora Shire has been recieved	01/02/25	01/02/26	
No		28/03/25	28/03/25	Wil email through the corporate sponsorship pamphlet.
Unsure	Unknown due to change in volunteers	01/01/25	30/06/25	Quote for CCTV to be provided
Unsure	New to the role as treasurer, however I would assume the Playgroup would have received grants previously as the Playgroup has recently been refurbished and would have sought funding.	13/01/25	20/01/25	Currently waiting on an offical quote for the supplier, however amount requested for funding is based off their website. Official quote will show their recommendation given the size & use of our space. Supplier we would like to go with is CoolMist Systems Australia as they come recommended.
Yes	Leinster Community School P&C Association apply for a Leonora Community Grant each year. The previous grants have been used for Nature Playground (2022 & 2023), blinds for the whole school (2021), fridges for each classroom (2020).	01/02/25	31/03/25	

14.0 MEETING CLOSED TO PUBLIC

14.1 MATTERS FOR WHICH THE MEETING MAY BE CLOSED

Nil

14.0 MEETING CLOSED TO PUBLIC

14.2 PUBLIC READING OF RESOLUTIONS THAT MAY BE MADE PUBLIC

15.0 STATE COUNCIL AGENDA

Nil

16.0 NEXT MEETING

Tuesday 4th February 2025

17.0 CLOSURE OF MEETING